CITY OF TROUTDALE

"Gateway to the Columbia River Gorge"

REVISED AGENDA

CITY COUNCIL – REGULAR MEETING

Sam Cox Building at Glenn Otto Park
1106 E. Historic Columbia River Hwy.
Troutdale, OR 97060

Tuesday, March 24, 2015 – 7:00PM

Mayor
Doug Daoust

City Council
David Ripma
Eric Anderson
Larry Morgan
Glenn White
Rich Allen
John Wilson

City Manager
Craig Ward

1. **PLEDGE OF ALLEGIANCE, ROLL CALL, AGENDA UPDATE.**

2. **CONSENT AGENDA:**
   - **2.1 ACCEPT MINUTES:** February 10, 2014 Regular Meeting and February 24, 2015 Regular Meeting.

3. **PUBLIC COMMENT:** Public comment is limited to comments on non-agenda items. *Remarks shall be limited to 5 minutes for each speaker unless a different time is allowed by the Mayor. The Mayor and Council should avoid immediate and protracted response to citizen comments.*

4. **PUBLIC HEARING / ORDINANCE (Introduced 3/10/15):** An ordinance amending Chapters 1.020, 3.123, 3.163, 3.173, and 4.720 of the Troutdale Development Code by allowing medical marijuana facilities as a conditional use in the General Commercial, Light Industrial and General Industrial Districts and prohibiting these facilities as a conditional use in the General Commercial District within the Town Center Overlay Zone.
   John Morgan, Planning Director

5. **RESOLUTION:** A resolution approving an Intergovernmental Agreement with Multnomah County for Law Enforcement Services provided through the Multnomah County Sheriff's Office. ***Erich Mueller, Finance Director***

6. **RESOLUTION:** A resolution authorizing a real property lease of the Troutdale Community Police Facility to Multnomah County.
   Erich Mueller, Finance Director

7. STAFF COMMUNICATIONS

8. COUNCIL COMMUNICATIONS

9. ADJOURNMENT

Doug Daoust

Doug Daoust, Mayor

Dated: 3/20/15

City Council Regular Meetings will be replayed on Comcast Cable Channel 30 and Frontier Communications Channel 38 on the weekend following the meeting - Saturday at 2:30pm and Sunday at 9:00pm.

Further information and copies of agenda packets are available at: Troutdale City Hall, 219 E. Historic Columbia River Hwy. Monday through Friday, 8:00 a.m. - 5:00 p.m.; on our Web Page www.troutdaleoregon.gov or call Debbie Stickney, City Recorder at 503-674-7237.

The meeting location is wheelchair accessible. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to: Debbie Stickney, City Recorder 503-674-7237.

DRAFT

MINUTES
Troutdale City Council – Regular Meeting
Troutdale City Hall – Council Chambers
219 E. Historic Columbia River Hwy.
Troutdale, OR 97060-2078

Tuesday, February 10, 2015

1. PLEDGE OF ALLEGIANCE: Lead by Boy Scout Troop 174

Mayor Daoust called the meeting to order at 7:01pm and asked for a representative from the Boy Scouts to lead the Pledge of Allegiance.

2. ROLL CALL, AGENDA UPDATE

PRESENT: Mayor Daoust, Councilor Ripma, Councilor Anderson, Councilor Morgan, Councilor White, Councilor Allen, and Councilor Wilson.

ABSENT: None.

STAFF: Craig Ward, City Manager; Debbie Stickney, City Recorder; Ed Trompke, City Attorney; Erich Mueller, Finance Director; and John Morgan, Planning Director.

CONSULTANT: Doug MacCourt, Ater Wynne, LLP

GUESTS: See Attached.

Mayor Daoust requested that the work session scheduled to take place following this meeting be postponed.

No objections voiced by the Council.

3. PROCLAMATION: Proclaiming February 2015 as Scout Month.

Mayor Daoust read the Proclamation.

4. PUBLIC COMMENT: Please restrict comments to non-agenda items at this time.

Paul Wilcox, resident, stated at the January 27, 2015 Regular Council meeting the Council on a 4-2 vote, with one absent, approved proceeding with the Barney and Worth contract providing services to explore funding options in the form of taxes or fees for Troutdale street maintenance. Since that is a done deal, I have no further comments on that decision per se.

However, what I'd like to speak to is how that decision came about. On September 9, 2014, at a Council work session, the Public Works Director and a consultant gave a presentation on the condition of Troutdale streets. The gist of the message was that current income was inadequate to maintain streets in a satisfactory condition. The Council instructed the Public Works Director to come back to them with a plan to address the shortfall in available funds. Four months later, on January 13, 2015, another work session was held on the topic. This is when the Barney and Worth proposal was introduced. After considerable discussion, the Council opted to place approval of a contract with Barney and Worth on the consent agenda for the January 27 Regular Council meeting.

To those not familiar with a consent agenda, it basically amounts to a rubber stamp approval, intended for non-controversial actions, such as approval of minutes from previous meetings. At the January 27 Regular Meeting Councilor White expressed that he felt further discussion was warranted on the subject, and the resolution was moved to the regular agenda. This provided an opportunity for the public to observe the discussion that had not been previously available without attending a work session in person. We have now come full circle. With all of the above in mind, I'd like to point out some aspects of the entire process. **1.**) Work sessions are not video recorded. This may have the effect of denying some citizens the ability to observe their Council in action. Both of the above mentioned work sessions were preceded by regular council meetings, which are video-recorded. **2.**) Public comment is not invited at work sessions. **3.**) In this sequence of meetings, the January 13 work session was immediately followed by the January 27 Regular meeting, with no intervening meetings at which public comment would have been possible. In fact, tonight is the first opportunity that has been available. **4.)** A major decision was made at the January 13 work session, but since that meeting was not video-recorded, some citizens may have been denied access. Not everyone is comfortable listening to an audio recording of the proceedings, or even have the capability to do so. I'd also point out that the minutes published are not a verbatim transcription of everything that was said. Now, to the Council. I would strongly encourage you to incorporate agenda items that involve a potentially controversial decision to be addressed in a video-recorded regular meeting to maximize public exposure, rather than in a work session. I would also urge you to reserve the use of the consent agenda for routine items which do not call for a roll-call vote.

5. PUBLIC HEARING / ORDINANCE (Introduced on 10/28/2014): An ordinance approving the First Amendment to the Troutdale Riverfront Renewal Plan to extend Plan duration, and redevelopment assistance.

Erich Mueller, Finance Director, stated there have been a number of meetings related to this item providing the opportunity for the Council to discuss it. It began with a discussion with the Council back on June 17, 2014. There were additional discussions back in October with the Urban Renewal Agency (URA) Board. This ordinance itself was first introduced in October. There was a second hearing scheduled in November which was postponed until tonight so that we could have the opportunity to provide some more information to the public regarding the changes. There were articles published in the Champion Newsletter and an additional work session was held last night discussing the

key parts of the proposed amendment. This is an amendment that we have talked about for more than six months.

To clarify, this amendment is to extend the date by which we have to incur the maximum indebtedness under the Plan. It is intended to provide the URA more time to pursue implementation of the goals in the adopted Plan. It provides the benefit and flexibility for the URA to pursue those. It has not been requested by any particular private party. It was initiated as a result of reviewing our Plan with our urban renewal consultant and bond counsel to determine what options the City might have related to that deadline. It is not intended, nor is it specifically tied to any particular developer or any particular property owner in the Urban Renewal Area. With that summary I am happy to answer questions of the Council.

Mayor Daoust asked if Doug MacCourt could talk about what was discussed at the work session last night; extending the Plan duration and what that communicates to the development and financial communities that we are working with.

Doug MacCourt, Ater Wynne, stated I am on contract with the City of Troutdale as your Special Urban Renewal Agency Counsel. There are a couple of things to keep in mind as the Council makes this decision on extending the URA timeline in order for the benefits of the URA, in particular the tax increment financing, to be available to any party that meets the requirements set by the URA for the redevelopment area.

As we discussed last night, urban renewal is a long-term process. Any development project of this magnitude is a long-term process that involves multiple parties and multiple elements of financing. Those elements include bond debt, bank debt, investment by private parties or by the City in the form of support and entitlements, and state and federal tax considerations. All of those elements are looked at by any developer, whether it is the one that the City is currently talking to or another developer. They look at the landscape and the foundations for the URA, in particular the timeline for which they have to plan their financial package and structure. The longer that timeline can be, up to the limit imposed by Oregon State law, in this case 10 years, the better because it allows all of those different entities that will participate in the financing of the project to figure out at what point they can come into the deal. They are all in it to try and maximize their participation; they are doing it to make money and to help make the project a reality, but they don't all come in at once. Some may come in prior to construction and some may come in solely for construction. Even if the property is sold in the next six months construction won't occur for probably the next three years. Some will come in after the bond debt or to bring in bond debt after the bank debt is retired so they can get a lower interest rate; those people will be in 5 to 10 years. But they all need to look at the landscape for what the URA provides in order to plan their participation in the project at this point. That is a snap shot at how the private financing works.

When we talk about the public support for this project it includes the United States Environmental Protection Agency (EPA). It includes the participation of a variety of state and federal natural resource agencies like the Oregon Department of Fish and Wildlife and the parties interested in the trail, which is part of the planning that the City has

engaged in during the first ten years of this project. It includes the Economic Development Department of the State of Oregon, now known as Business Oregon. All of these entities, when this original concept was being developed, looked at and knew that the URA authority of the City of Troutdale was a key component, and a key component of that was the tax increment financing and the ability for the URA with its benefits to attract private investment. This is a classic public-private partnership. All of those agencies I just mentioned are very eager to see the City take an action tonight that gives the maximum flexibility to anyone who may be interested in working with the City. That not only includes the primary sponsors on the development side, but all of the contractors, subcontractors, and all of the people in the City of Troutdale who can benefit from this. And that we believe is accomplished through extending the URA authority for the next ten years.

Councilor Wilson asked on the changes in the UR Plan, the wording in some of the sections, can you explain why those are necessary?

Erich Mueller stated the particular changes are attached to the ordinance. The change in Section 1 - Introduction is related to what the duration of the Plan is. Originally when the Plan was adopted it was for 10 years, this amendment would extend it to 20 years in total. Changes in Section II Goals and Section III Outline of Projects, makes it clear and explicit the ability of the URA to participate in the redevelopment efforts of property owners and developers to accomplish the goals of the Plan. It explicitly addresses the purchase of property, the financial assistance that the City can provide for redevelopment costs and other forms of assistance such as system development charges (SDC's), waivers or subsidies. That is also addressed in Section VI – Relationship to Local Objectives, to provide financial assistance for private redevelopment efforts. Section XI – Duration of Plan addresses the deadline for the indebtedness moving it from ten years to twenty years.

Councilor Wilson stated the changes will benefit all of the people that may become involved. It was written for a multitude of people not just...

Erich Mueller interrupted and stated it is not specific to any particular developer, private party, or property owner. It applies to anyone that would qualify, either currently or in the future, over the course of the duration that would participate with the URA with redevelopment efforts that are consistent with the goals of the Plan. That could be a current owner or a future owner.

Councilor Morgan stated in December this was tabled because the Council was going to do outreach; communicate with the public. A lot of folks weren't here yesterday to find out all of the nuances. In essence this is a lot of government talk. For the average citizen that voted for this nine years ago, what does doing this 10-year extension mean?

Doug MacCourt replied in a big picture sense what this extension will mean is that it lays a foundation to go from all of the planning, predevelopment, and preconstruction efforts that the City and a lot of other people have engaged in, to basically create the motivation for something to be done with the 20-acres of property that has sat foul for so long. We need to take it from a Brownfield site into something that produces revenue, something

that produces jobs. This extension essentially, in common language, allows a financing mechanism that creates another incentive. A property like this has obstacles and hurdles. We have tackled the environmental issues. We are almost on the verge of getting DEQ to approve the status of the property as clean and ready to build. Anything that you can do to provide incentives essentially lays the foundation for government to work with the private sector and for the parties to actually make this pencil out. The reason it has sat there for so long is that everyone that has looked at it has said there are too many obstacles; tax increment financing is great but we need to chip away at it. Now we have the ability to extend that out. Now that we are making progress, getting the environmental issues solved, bringing in excitement around what this vision might look like, engaging the community, talking to the City and the citizens, we are creating the ability and the timeframe for both the remaining preconstruction activities to take place, construction and starting to generate those tax revenues.

Councilor Morgan stated regardless of who we eventually come into a transaction with.

Doug MacCourt replied that is correct.

Councilor Morgan asked we are not doing this because of one person or another, we would be doing this regardless?

Doug MacCourt replied absolutely. That is clear if you look at the authority for the URA, and if you look at the planning that has been done. This doesn't have a particular persons finger prints on it. The other thing to think about is even if the primary sponsor who we are working with today continues in that role, it won't be one or two more years before they bring people in who may take majority positions in this project because very few developers and sponsors take out their checkbook and write a check for $20 million and bankroll the whole thing. Very few businesses have that ability and this one is probably no different. That is the way business gets done; you bring in various partners who may be the new face of this project in two years. It may get sold. Businesses evolve and change. That is the reality of these kinds of projects.

Councilor Morgan stated we are on the Regional Solutions Board as a priority; there are state, local and other grants. What would happen if we don't do this tonight?

Doug MacCourt replied this project has been identified as one of the State's priority projects by the Governor's Regional Solutions Team. The Governor doesn't sit on that Board. It is comprised of people from a variety of different agencies and we participate actively on that. What they do is essentially they put their arms around all of the state agencies that may have a role, and reach out to federal agencies, and say lets move in the same direction so that we can get to the goal for the City of Troutdale. They know it takes a long time and that there are hurdles. We've encountered those and met those challenges, but they have also made it clear that they need to continue to see the City engaged and acting in the best interest of the citizens and on what we need to do to continue to keep that opportunity open for anybody who is ready to step up to the plate and help. That may continue to be the current partner that we are working with, that may be another entity. I appreciate you pointing that out. They have been very helpful and

have expressed their desire to continue to help us and continue to keep this on the top of their (State of Oregon) list with all of those agencies led by the Regional Solutions Team. But they need to see signs periodically from us that we are understanding the challenges and meeting those and responding in a way that continues to create that level playing field.

Councilor Anderson stated if I am looking at this there is one phrase that pops out throughout the entire amendment – financial assistance. It sounds like we are writing checks every way we possibly can. I don't believe that is the case, but I would like you to explain what financial assistance means, and what the process is for a potential developer who might enlist us for financial assistance; what they will have to go through.

Doug MacCourt asked are you talking primarily about the tax increment financing assistance?

Councilor Anderson replied I am looking throughout this entire document – support private development and redevelopment through assistance; plan also allows for financial assistance for private redevelopment; it is the intention of the Plan to stimulate. It is all the way through this.

Doug MacCourt stated the primary financial assistance here is to create the ability to allow the increment from the increased tax value to be shifted to the URA and used for the purpose of stimulating development here and to do the kinds of things that cities do like help build the infrastructure and the kind of public services that a development needs. The fascinating thing about tax increment financial assistance is, it is not the City writing a check. What it is, is based upon the increase in property values that result from the development that occurs and taking that increased value and putting it back into the system. Some cities use system development charges. Some cities use a variety of fees and other taxes. In this case, and there may be a variety of those types of things that come down road, but what we are talking about tonight is laying the groundwork and extending the authority for that tax increment finance to be this primary financial assistance. Did I misstate that Erich?

Erich Mueller replied that is fine. The nature of the financial assistance is not at this point clear because there is not a clear more fully matured plan, so we couldn't point to anything specific that the Agency might expend money on. What I had mentioned in some of the previous work sessions that is commonly done in urban renewal agencies is there will be a development, it will incur significant impact on the infrastructure and there can be an agreement where the developer and the Agency share the costs to have the City install that infrastructure. There can be SDC's that are going to be due because of the impact on the utility services and an urban renewal agency can subsidize the cost of some of those SDC charges. Those are some of the more common choices. There is much more variety and flexibility available to an urban renewal agency in terms of how to spend the increment money to stimulate development in particular toward achieving the goals of the plan then there is for a standard city entity. Cities don't have that degree of flexibility. That is again part of the tool kit that an urban renewal agency entity has. I can't tell you

precisely what it might be spent on because we don't have a more mature development plan that we can point to.

Doug MacCourt stated one thing I would add, and this is a slightly different factor to get at your question, again it is not writing checks but it is capitalizing on the checks the City has already written. I used the term brownfield, which is just simply a classic commercial or industrial facility that is vacant or dramatically underused as this one is because of real or perceived problems. Based on all of the work that we have done environmentally so far, they've largely been perceived problems. The other thing that makes this a classic brownfield project, to get to your issue, is there is a lot of sunk capital that the City of Troutdale and all of its partners like ODOT and the County have already spent putting roads to this site, putting utilities in like storm drainage, sewer utilities, and power utilities that cross this site. That is the reason why this kind of development is becoming so attractive in the State of Oregon and really across the nation, because what they are finding at the end of the day when they run the budgets and balance sheets is they are taking advantage of the fact that millions of dollars were spent building those roads, putting those utilities in, and getting the private property owners to issue easements to the city. That will become a significant budget benefit from this site that greenfield sites simply don't have.

Councilor Ripma stated as I understand it, this set of amendments, particularly the ones that Erich was just talking about – supporting private development and so on, allows us to do it but doesn't require us to do anything.

Erich Mueller replied correct.

Councilor Ripma stated that is what I am understanding. It just amends the Plan to allow for it if it seems like a good idea when later we are presented with an opportunity along the lines you discussed, but it doesn't require us to do anything.

Erich Mueller replied it doesn't commit you to spend any money; you are not spending any money tonight.

Councilor Allen stated as we are speaking here this has two parts to it that are primarily the changes before us, and one is the ability to support financial assistance for private development. Do we have an idea of what is expected from us? Do we have a cap on how much money we spend on it?

Erich Mueller replied we spoke last night on the cap of resources available to the URA. The two primary sources that were outlined as part of the financial feasibility in the 2006 Report on the Plan were going to come from the sale of real estate and the $7 million of maximum indebtedness of which we are simply extending the deadline under which to be able to access that. Those are the two primary sources. We don't have a hard number as to what those resources are necessarily going to be. What we would spend it on goes back to when we get a more fully developed development plan from either this partner or a subsequent partner that outlines what they plan to do. They will likely identify some of the areas where they would in particular like City participation. The Council is then going

to be confronted with how to allocate those resources. We don't have a hard number; there is not an infinite amount of resources available certainly.

Doug MacCourt stated I don't have numbers for you. We could go back through the financial forecasting that we did for roughly what we anticipated a $20 million project to be. We know that there are going to be some significant infrastructure investment needs. I guess I would go back to something that Councilor Ripma identified when he asked the question, are we being forced to actually spend any money, the answer is no. Are we being forced to do anything in particular by this extension, the answer is no. The Council is in control of the negotiations for every item that would become a budgetary issue or impact to the City as we walk through and get more definition to the plan and we see what the purchase and sale agreement conditions are going to look like, how far we can push the private entities, how much money we can make them spend and where that breaking point is. And improvements that are traditionally a function of local government, how we can participate in funding those with the maximum participation of the private entity. With all of that the point of my comment is, the City Council and the URA is in control of that; that is going to be a subject of negotiation of the purchase and sale agreement, and this body with the input of the citizens of Troutdale gets to structure that deal. That deal is not on the table tonight; this is essentially the platform to allow those negotiations to go forward.

Councilor Allen stated since we don't have an amendment predefined, and we don't necessarily know what is expected of us, or what will be developed, do we have an idea of what our breakeven point will be? How many years out? Are we targeting 10 years, 15 years, 20 years?

Erich Mueller replied when you say breakeven, the tax increment is designed to collect the tax on the increased assessed value that results from the development that occurs. We are limited in the amount of that tax increment we can collect up to the point which we retire the maximum indebtedness. So the timeframe depends on the maturity of the bonds that we end up issuing, how much additional assessed value is created. Very simplistically presumably a $50 million hotel addition to the assessed value would presumably cause us to collect the increment half as long as it would take for a $25 million hotel addition to the assessed value. Either way we are only allowed to collect enough to repay the $7 million of indebtedness plus the interest costs of financing that. Once that is collected and retired that is when it goes back to the larger picture of why all of the other taxing jurisdictions have to agree in the beginning to allow an urban renewal agency to go into place, because they don't get any of that tax revenue during that timeframe that we are collecting the increment on that increased value. The reason that other jurisdictions are supportive from a concept standpoint is the theory is that you're going to end up at the end of the timeframe with a greater development and larger tax base than would have happened if that development was not supported and stimulated through these development efforts. They have the tradeoff of being willing to forego collecting on the increased value to allow the debt to be repaid and at the end all of a sudden there is an increased value that goes onto the tax rolls and they see an increase in what they receive. The timeframe will depend on when we do it and how long the finance timeframe is.

Councilor Allen stated the money that we spend above the indebtedness we will not get back in the tax increment.

Erich Mueller replied correct.

Councilor Allen stated however, because the property is developed we will receive additional taxes normally that we don't have now and that would help pay or reimburse us, when I think of it that way, for an investment into this.

Erich Mueller replied the City of Troutdale is just like all of the other jurisdictions, the school district, county, etc. The City itself has a portion of the tax revenue it normally would receive diverted to the URA. Right now, because the development hasn't yet occurred, this years tax increment collection is expected to be about $180,000. Of that about $39,000 is money that would have come to the City if the URA wasn't in place. It goes back to the discussion we had about the division of tax. It is money that the citizens would have paid anyway to us, but instead it is being diverted to the URA. Just like all of those other jurisdictions, once the project is over the City will see an increase in tax revenue.

Councilor Allen stated when you don't know how much money we are expected to put into it, or how much we will put into it, and we don't know what will be developed, the next best thing is to at least target at some point when you are going to break even.

Erich Mueller stated targeting a breakeven point depends on knowing what values you would put into that equation. Not knowing what we would spend, the timeframe over which the debt would run and not knowing what the additional assessed value would be, I could come up with forty-five different breakeven points any one of which could be just as valid as another. Until we have some of those numbers known there is no way to estimate that.

Councilor Morgan stated is it safe to say that in a way the purchase and sales agreement, everything is hypothetical.

Doug MacCourt replied well certainly the firm details of the deal are hypothetical. One thing I would add is unlike many urban renewal area projects that I have seen both in this state and in other states, the amount of planning that will define what goes out there that has been done by the City of Troutdale under the first nine years of this urban renewal authority is significantly greater than a lot of cities and counties engage in. The Sandy River Plan is an example. We are seeing elements already come together in conceptual discussions that blend all of that work that has been done by the City with the help of the citizens over the last nine years, to define some of those issues. I think it has more definition that will lead us in these discussions to the exact numbers. Remember we are also in the process of engaging a traffic study. One of the key components of this is traffic access, impact to the existing capacity of the facilities, and what may be needed to handle the additional trips. We are going to get that information very soon. All of the work that we have engaged in is helping to define and get at those answers. I think this project has more certainty and finality than a lot of urban renewal projects at this stage in the game.

When I first started working on this project, or hearing about it when we were working on the first phase of the Troutdale Reynolds Industrial Park with the Port of Portland, the conversation at that point was it was very difficult to get even the adjacent property owner interested in having a conversation about the future of that property. That is a classic brownfield thing as well. They are paying low property taxes so they can just let it sit; it is not causing them any headache to do nothing with it. In the short span of a couple of years that conversation has turned from essentially a lack of interest to the private property owner adjacent to the City's property interested in driving the entire deal. That is exactly what you want; you want to turn this from absentee and absent property owners to active participants. Again, those numbers will be flushed out. I am trying to give you a sense that this project has a lot more definition around the edges than a lot of projects at this stage.

Mayor Daoust opened the Public Hearing at 7:49pm and asked, is there anyone present that would like to speak to us on this subject?

Paul Wilcox, resident, stated I was at the work session last night and I totally agree that the 10-year extension should go forward. That seems to be the key critical element of this ordinance. Councilor Anderson actually noted the same items that I did. The sentence that first appears on Page 5 (of Exhibit A), "The Plan also allows for financial assistance for private redevelopment accomplishing the goals of the Plan". I think that exact same sentence appears three times in the document. On page 10, "The Agency, with funds available to it, is authorized to provide financial assistance for redevelopment costs, provide other forms of assistance, and provide such other forms of financial assistance to property owners as it may deem appropriate in order to achieve the objectives of this Plan". That sounds pretty open-ended to me. The timing of this new language related to financial assistance and incentives, why wasn't this put in years ago? Right now it is being inserted in the middle of your negotiations with a potential buyer. It seems like it kind of expands the negotiation in some way. For example, in the staff report it says the Agency could financially subsidize developers in SDC fees as a redevelopment incentive. A developer may see "could" and read that as "will". So I disagree with Councilor Ripma on that. That becomes an expectation. There is one item in the ordinance, it is not a change, it is anticipated that the property acquired will be sold to a developer to complete anticipated redevelopment activity on this site within 36 months of acquisition. I am wondering how strict that requirement is. Is that a request, suggestion or an actual legal requirement? There has been a point made that the extension doesn't affect the $7 million credit line, that is what I refer to it as. The problem I see with that is in 2006 when this was passed there was a projection of what could be done with that $7 million. There must have been certain projects in mind that the $7 million would cover. My point is here we are going on nine years later and $7 million isn't worth $7 million anymore; it is more like $5 million with inflation. So you have a loss there.

Bob Strebin, resident, stated there have been a lot of questions on this entire project published by NW Connection and there have never been any answers to those questions. They were good questions. There are a lot of questions about this project and there just seems to be so many pitfalls. I don't know why they couldn't be answered. There were a lot of words said that everything is going to be transparent. When published questions

come out but answers never appear that is a bad sign. I am also really concerned about this tax increment financing. The citizens of Troutdale are going to have to make up the difference from the money that is going into urban renewal, and the citizens are going to have to support the City whereas the development really should be. We are going to be subject to a lot of increase in taxes. Multnomah County wants to build a new courthouse and we are going to pay for that. Metro is going to be building a hotel and we are going to be paying for that. Reynolds wants to build two new schools and we are going to be paying for that. Then the fiasco with the police department, which we are going to be paying for for a long time, and now you want to contract that out. That puts a lot of questions in a lot of folk's minds. The City of Gresham is going to be building another fire department, so our fire charges are probably going to go up. I wonder if the citizens of Troutdale are not really going to be on the hook for this $7 million because you're expecting a lot of really high end development out there and I don't really see how it is going to happen. They talk about boutique hotels, that is what McMenamins is and they are good. On this property you are going to be right next to a freeway and a railroad. No boutique is going to be near any of those places, so the chances of this project really producing like everybody thinks, I don't think has a real good possibility. The City land is already cleaned up, already has access. The City should just put it up for sale. It is the other property with the other owner that has all of the problems. Maybe that property owner ought to deal with his problems and then put that up for sale. There are all of these complications that I really worry about. And this extra money that can go in, I don't know, was that going to go to the City Council or will the URA just be able to write the check. I really would like to see answers to a lot of questions.

Mayor Daoust closed the Public Hearing at 8:00pm.

Councilor Allen stated I hear our budget is tight. There will be a gap between when we incur debt and when there is enough tax increment to cover the money borrowed. How are we planning on covering this period of time?

Erich Mueller replied the specifics are yet to be defined. I have presented in previous Budget Committee meetings the projection showing a difference between when we would borrow and when there would be sufficient increase assessed value to provide the increment for the debt service. The specifics of that depend on when that timing is and how quickly the increment will come onboard. Part of what has been portrayed as part of the possible approaches is whether we structure the financing in different manners, whether we take out the $7 million in stages, or whether the project as it gets more fully developed is developed in stages allowing us to match that. Another option is how you structure the bonds, whether we do something like an interest only series of payments for a number of years before we start retiring the principle amount of the debt allowing the construction phase to occur, the assets to then be placed into service and go onto the tax rolls and start to generate the increment revenue. The specific timing and dollar magnitudes are things that I don't have any certainty of at this point and time. To answer the other part of your question, yes then the City is the one that is making up the difference between what that debt service payment is for that particular year and what we are able to collect through the increment from the URA. What the magnitude of that gap is, I can't tell you without knowing some of the values.

Mayor Daoust asked Mr. MacCourt, do you have any replies to the public comments made?

Doug MacCourt stated I think you just actually addressed in part one of the key comments from the last speaker about will the citizens be required to pick-up the difference. Erich explained what that difference might be in debt service if there is a debt anticipated, or projected deficiency, or deficiency from the projections. Erich did a good job with that.

One thing that the first commenter asked about, and I am not sure what document he was pointing to when he was discussing the 36 months development period, but what I thought the question was going to was something that we have talked about quite a bit which is how long is this going to take. Is there a way to make sure that it stays on track and keeps moving? The answer is absolutely yes. The URA, through the Oregon Statutes has the ability to set a reasonable timeframe for development to occur once the purchase takes place. That could be 36 months, it could less or more. That is subject to when we see the elements of the deal come together and that purchase take place.

I think Erich addressed the credit line question, or characterized it.

I have empathy with the first commenter, some developers do try to raise their expectations. I think Erich in his staff report had to say accurately that the City has the authority or could support certain types of subsidy, they don't have to but they could. I know a lot of developers will look at that and take every opportunity to say well you said you could do it so can you please do it. That is always a subject of negotiation. I know from my time with this Council that they are going to be very attentive to making sure that those same questions are being asked back to the developer whoever that is; not only can you do it but will you do it. I would agree, in the response we gave to Councilor Ripma, there are no requirements to spend any money at this time; that is a certainty and that answer is black and white. Will people have different expectations? Sure they will and it is our job to manage those.

Erich Mueller stated I would add to that aspect of it urban renewal agencies have been around for quite a few decades in lots of locations in Oregon. The flexibility and the creativity that they have exhibited in terms of how they use money to leverage and incentivize development are far broader than even some of what we have mentioned here. The aspect of mentioning something like system development charge subsidies is not something that is going to be news to the development community. They are well aware that this is something that occurs in urban renewal agencies. They also know that in negotiations there are all kinds of chips on the table and they are going to be moved around depending on the nature of the deal.

The other aspect that was commented on earlier about the text in the language, we had one consultant who was involved when the Plan was initially developed, and we had an attorney involved when it was initially developed and both of those folks have gone into retirement and are no longer in the practice of this. As we reviewed the documents with our current URA Consultant they feel the language enhances what is already is in the

document and simply makes explicit and clear the ability to do so. It occurs in multiple places because there are multiple places where we talk about goals or land uses or accomplishing of policies or the project descriptions. That is some of why it is there. The language is repeated simply to try and be consistent each time it is referenced rather than being unique each time.

Doug MacCourt stated what I am hearing you ask regarding the language is are we adding a lot of things right in the middle of property negotiations that might be seen as enticements or something like that, or was this already in the Plan? I understand the answer as being that we are restating things that were essentially key parts of the Plan from the beginning.

Erich Mueller replied they were key parts of the Plan and what was expected, and in some cases they were assumed or implied so we are trying to make it clear and explicit. They are all specific in terms of what is allowed for under the statute. We are simply trying to make the Plan clear that these capabilities are there. This all started, again not from the request of any particular private party, developer or property owner at all, this was stimulated from a review done by our UR Consultant and Bond Counsel that we engaged as we looked at what the options were in dealing with the 10-year extension. None of these changes have come from anywhere outside of city staff, and city staff consulted resources.

Doug MacCourt stated these concepts were in the original Plan, they have been flushed out and they are important to where we started and where we are going.

MOTION: Councilor Anderson moved to adopt an ordinance approving the First Amendment to the Troutdale Riverfront Renewal Plan, to extend the Plan duration, and redevelopment assistance. Seconded by Councilor Wilson.

VOTE: Councilor Ripma - Yes; Councilor Anderson - Yes; Councilor Morgan – Yes; Mayor Daoust – Yes; Councilor White – Yes; Councilor Allen – No; Councilor Wilson - Yes.

Motion Passed 6-1.

Councilor Morgan stated though that passed, I just hope that Council listens to what Paul said at the onset and what Mr. Strebin said as well. We promised the citizens that we would reach out to them. A few articles in a couple of papers to me doesn't suffice the questions and the confusion that is still out there. To quote you, you used the words "misinformation" and "outreach" as two things to do to clear the air. I just hope that the Council is willing to uphold what they said in December and do so.

Mayor Daoust stated we will talk about an example of how to do that under council communications tonight.

6. DISCUSSION: Urban Agriculture Troutdale Development Code updates.

John Morgan, Planning Director, stated you have a public hearing coming up on this proposed code amendment at your next meeting. I just want to brief you on the changes and what to expect. You will recall that this matter came before you late last year with a request from McMenamins Inc. to initiate this amendment. This ordinance will amend the Town Center Overlay Zone. It is not specific to the McMenamins' property, it affects every property that is zoned Town Center even though it was initiated by McMenamins. The intent is to amend the code to allow agriculture as an allowed use in that zone. It is not allowed now; you couldn't create a commercial farm in this zone. There are three changes that are in the proposed amendment as forwarded to you and recommended to you by the Planning Commission (PC) who did hold a hearing on this last month.

I want to briefly review each of the changes. I first want to talk about the second one which is an amendment to the purpose statement. This was not part of the initial work, it is one that was proposed by a Planning Commissioner and it was passed by the PC. The amendment to the purpose statement removes, *"consistent with the Metro 2040 Growth Concept for town centers"*. There was some sense from the PC that this language wasn't necessary and it should come out of the zone.

Going back to the particular intent of the amendment, two things are being proposed. One is amending the definition section of the Code by adding a definition of urban agriculture, which is called "*local food production use*". It is a fairly lengthy definition of what local food production use means. The PC did add the last sentence which reads, *"Food does not include any substances regulated by the Controlled Substances Act enacted by the United States Congress."* You can understand where they were coming from with that. That was probably a good preemptive move on their part.

The next amendment is to the list of permitted uses in that zone and it adds "*local food production uses on lots or parcels one acre in size or larger, provided no poultry or livestock, other than household pets, shall be housed within 100 feet of any residence other than a residence on the same lot*".

This says that in the TC Overlay Zone urban agriculture is allowed, which is any crop but it also allows a limited allowance for livestock. There is a pretty good chance at the staff level we will offer some language that might define that better. There was some concern raised by the PC about allowing livestock. They couldn't come to an agreement. They did make a Findings of Facts and they are concerned and they want you to pay some attention to it. There was some public testimony that raised questions about it. I will probably come back to you with recommendations for ways to better define what a small scale livestock operation is, which is really what McMenamins' intent is if they ever do livestock. That will probably be the most controversial part of the discussion that you might have. When this is adopted it will allow McMenamins to do what they wish on their property. They are targeting the piece of property on Halsey across from their facility, but it does allow this kind of use to happen anywhere in the TC Overlay.

Councilor Ripma asked is this limited strictly to the TC Overlay?

John Morgan replied yes.

Councilor Ripma asked and it doesn't affect agriculture, Fujii's farming operations?

John Morgan replied none whatsoever. Nor does it apply to the General Commercial Zone in any other location in the community. It is only in the TC where this applies.

Councilor Anderson asked what was the vote of the PC on this?

John Morgan replied I think with the amendments it ended up being unanimous. The vote to amend the purpose statement, I don't think that was unanimous, but the final vote on the entire package was unanimous.

Councilor Wilson asked the URA is in the TC Overlay and it could be changed into farming, correct?

John Morgan replied yes. I think it is important to realize that this allows it. One of the things that the PC talked about was that it probably will only happen if it makes economic sense as part of a larger use. Because in of itself you are not going to use a commercial parcel with its value to grow corn. But you might if it is part of a restaurant operation or something like that; an adjunct use.

Councilor Wilson stated when we originally went into negotiations with the County on this property, I understand the intent was to build a hotel and turn this into a retail center. That was part of why everybody was so interested in selling it at that time to McMenamins. Then once the transaction got completed it is like they decided they wanted to do this. I am not real sure that is the best use for that property.

Mayor Daoust stated Councilor Wilson is right with some of the components of it, but they've always talked about farming, a vineyard and producing food on what used to be called the "pig farm".

John Morgan stated our understanding, and I can't speak for them other than what I hear, is it's a 13 acre parcel and they are not going to use all 13 acres for agriculture. Agriculture just becomes an adjunct to other things that might occur on the property. They have talked about a farm to table in one place kind of operation, so the idea of a hotel and restaurant down there where you can pick your own cabbage and have it cooked at the table and that kind of thing. It is part of an experiential thing that McMenamins is interested in. We have asked that they be present at the hearing, so your question might be better answered by them next week.

Councilor White asked so this won't affect any tax base, it is just adding an additional use for the property?

John Morgan replied right.

Councilor Wilson stated I feel the tax base would be different if it was used for farming than it would be if they built retail stores.

John Morgan replied the value might be impacted. But again this is adjunct to a larger commercial operation. We are not experts on how it would be assessed.

Ed Trompke stated the assessment for farm deferral is easy outside of an urban growth boundary, but inside an urban growth boundary it would be unlikely to get an agricultural deferral for this kind of a property especially where it is a commercial property. We are told that McMenamins is intending to develop other non-agricultural uses on the property, and this is an accessory or adjunct to their main purpose of having the property. I think they said it may get farmed for a year to three years while they are planning what they actually do, but it would become an adjunct use. Their intention is not to turn this into a farm, it is to be something else with a farm adjunct to it. The assessor's office has pretty strict rules for getting a farm deferral inside an urban growth boundary. It is pretty hard to do.

Councilor White asked how was the Multnomah County CROPS program able to do agriculture on that property without this in place?

Craig Ward replied I talked to somebody from the CROPS program today and that has been an interim use that has been permitted on an annual basis. It is my understanding that McMenamins intends to continue to have the CROPS program on the property even after they do this. We need to address that and determine whether or not an annual permit for CROPS will still be necessary once this is presumably approved.

7. STAFF COMMUNICATIONS

Craig Ward, City Manager, stated we have a franchise with Waste Management that expires at the end of this calendar year. The franchise allows for an extension of up to two additional years. Staff needs Council direction on whether you prefer to just renew the existing franchise or go out for competitive bids. If we are going to go out for competitive bids we need to start the process soon, which is my purpose of bringing it forward tonight.

Councilor Wilson stated I don't think it would hurt to reach out.

Councilor White asked how much time do we have?

Craig Ward replied until the end of this calendar year.

Mayor Daoust stated when you say get competitive bids…

Craig Ward stated it means we have to prepare a Request for Proposals, prepare a detailed scope of work to go with that. We would have to follow our bid procedures, which is why we need direction soon because it takes quite some time. Once we go through that process to select the firm that we feel is best qualified, we then have to negotiate a

contract with them and that has to be in place in time for them to have the capacity to provide the service by this time next year.

Mayor Daoust asked we have had Waste Management for years and we are at this point right now because?

Craig Ward replied because the franchise is expiring.

Councilor Wilson stated I think our due diligence would be to just reach out and see if there is something else out there. If it was me that is what I would do personally, and I think that is what the City should do to see if there is something else out there that would be better for our citizens.

Councilor Anderson stated this is something that has come up in conversation between us individually for years. I think it would be very wise of us to go out and solicit other purveyors. No disrespect to Waste Management, but we have to exercise all of our options.

Councilor Morgan stated I agree.

Craig Ward stated there is Council consensus on that I gather.

Craig Ward stated as you will recall the County made a presentation to you not long ago regarding e-cigarettes and explained the dangers of these relatively unregulated products. The County is proposing an ordinance that would strengthen regulations on the sale of tobacco, particularly to minors. Under our Home Rule ordinance we have three choices: **1**) ignore the County code when and if they adopt it, which makes it non-effective within our city limits; **2**) we could adopt it by reference, concurring that the County ordinance will be in effect within our city limits; or **3**) take the County ordinance as a model ordinance and consider adopting our own ordinance.

Councilor Ripma asked has the County adopted something?

Craig Ward replied not yet.

Councilor White stated we've got into some trouble in the past with county ordinances and we stood up for home rule and I think we should continue down that approach, but I don't want to create extra work. Is there a balance there?

Ed Trompke stated the home rule ordinance that you adopted restated the general understanding of what home rule was before Multnomah County, and I think Lane County, took the position that home rule meant something different. I have seen some ordinances that were adopted, 15 to 20 years ago, which concur that a County ordinance should apply in the City because that is just the way things used to be done before home rule sort of got turned on its head. In terms of simply concurring, the home rule ordinance says the city council can concur that the County's ordinance should apply in the City. That is an easy way to do it. You could adopt the ordinance and then it would become effective

in the City but it would still be the County's ordinance. Or you could look at it, modify it and adopt a different version.

Councilor White stated to be consistent we are going to have to look at their ordinance and make it our own.

Councilor Anderson stated lets do that.

Councilor Morgan stated great.

Mayor Daoust stated the Council wants to write our own ordinance. Is that what I am hearing?

Councilor Allen stated I want to look at the County's ordinance,

Councilor Anderson stated lets look at what they have because we don't even know what they have.

Mayor Daoust stated when we look at their ordinance we may decide to just concur with it.

Craig Ward stated we will schedule a work session and bring it to you and then you can decide what action you want to take.

Craig Ward stated the Council recommended that one of our residents, Tanney Staffenson, serve as a member of the Sandy Drainage Improvement Co. Board of Directors. We were not aware at that time that in order to be on the Board of Directors each Director has to have property within the Sandy Drainage Improvement Co. District. Mr. Staffenson does not. However, the City could, by concurring tonight, make it clear that Mr. Staffenson is serving as an agent of the City; we do own property within the District. I am making you aware of it and asking for your preference.

Council all agreed to clarify to the Sandy Drainage District that Tanney Staffenson is serving as an agent of the City.

8. COUNCIL COMMUNICATIONS

Councilor Ripma stated on Sunday, February 15 at 2pm in the Sam Cox Building the Troutdale Historical Society is having another presentation. The presenter is Dodi Davies from the East County Historical Organization, formerly Fairview Historical Society. She will be talking about the Zimmerman House.

Councilor Anderson stated I previously mentioned that the Mayor made some great appointments to serve on the various advisory committees to work through these issues that are facing us. The one that excites me the most is the fire committee that Councilor Morgan and Councilor White are on. I have talked to both of them individually and they are working on some solutions as to how we can as opposed to why we can't. It is very

refreshing to hear the level of work that they are doing, the level of details going into it and the level of knowledge going into it. I don't know that it is going to bear fruit; I actually think that it is though. I would like to ask Craig or staff to give these guys every available minute that we have that they need of staff time and support to listen to what they have to say in regards to our fire, life, and safety issue here in Troutdale.

Craig Ward replied yes.

Councilor Morgan stated the Mayor and I visited Deane's Graphics in Vancouver a couple of weeks ago. They worked with me during my campaign. This was an information gathering trip, which we committed to the citizens to do throughout this project but we have currently piecemealed it or it's been hap-hazard. Out of due diligence to make sure we are doing the best we can and supporting Craig and staff to make sure we get the best product out, we thought this might be a good process to go forward with as a discussion point.

Mayor Daoust stated I handed this out last night, which outlines their proposal (a copy of the proposal is included in the packet). There are components of this that we can pick and choose. Basically they are talking about what they call the Urban Redevelopment Project Area. Developing a brand logo, doing some research, and development of a marketing plan. They do that in terms of dollars per hour so there is not a bottom-line dollar amount here. The first two subjects are about $1,200. Then press releases and additional posts either monthly or bi-monthly are just in terms of how much we want to do. This is just that little added extra increment of public outreach because we felt we really needed it for the urban renewal area. You guys know that there are a lot of questions out there on the urban renewal area. Even though we had two people talk tonight, we know that there are more folks that probably have comments and concerns. What Councilor Morgan and I are looking for is just a green light for Craig or staff to start working with Deane's Graphics to determine what exactly we would like them to do. Councilor Morgan and I could help with that.

Councilor Morgan stated if memory serves, I am of the belief that some of this could or might be able to be paid for through some of our grants. I could be completely off base on that.

Craig Ward replied if it can we will certainly make sure that happens.

Councilor Anderson stated I am completely in favor of this.

Councilor Ripma asked is this going to start after we finally reach an agreement with someone? I worry about doing it while we are still struggling to put together a deal.

Councilor Morgan stated the real question is do we wait until we have a purchase and sales agreement before we answer people's questions in a format on our Facebook page, web page, and in press releases to help supplement some of that to make sure that we have it in a professional, thorough, well vetted process, which staff is struggling with right now with the eighteen other things we are throwing at them.

Councilor Wilson stated my feeling is that there is still a lot of outreach that needs to be done from tonight, and there are questions that we need to get answered as we move forward. I just feel we need to get some of the questions that people like Bob and Paul have clarified as best we can within the rules of what we are doing.

Councilor Ripma stated I guess my concern is spending public money looking like we are promoting the current negotiations going forward. I am not saying that is the plan, I am just worried about it looking like that because I think the Champion articles did look like that. Mayor, even though I know you did your level best to make it neutral, it did look like it was promoting the deal.

Councilor Wilson stated that is exactly why we need a professional company.

Councilor Anderson stated Councilor Ripma I agree with you. I think a third party will help in that regard. I think we are all sensitive to that.

Councilor Ripma stated if we are going to spend a little money to put something together, could we see it before it goes out. I actually just need to get a feel for what you are talking about.

Councilor Morgan stated the biggest thing is we just extended something for 10 years that the citizens voted for nine years ago and in many ways there is no clarity as to what that means, what the impact is, or what tax increment financing means. We owe it to the citizens to do an outreach like we said in December we were going to do. We have years of documents on our website for urban renewal. They are able to compile that, clarify it, condense it down into laymen's terms and easily disseminate it. That is the premise. It is objective on our city website though it might not be read or understood.

Councilor Allen stated I would like to understand what the checks and balances are to keep this from being a political message.

Councilor Wilson stated all we are doing is explaining what urban renewal is. We are not promoting a company.

Councilor Allen stated it is probably going to be used beyond urban renewal.

Councilor Wilson stated right now we need to explain what urban renewal is, and as Councilor Morgan mentioned, tax increment financing and where we are in the process with our piece of property. We don't have to promote anybody, just what the benefit is of urban renewal in the long run for the citizens.

Mayor Daoust stated it is not meant to be any political message and we promise it won't be.

Councilor Morgan stated there are 9 years of documents in urban renewal, and EPA and DEQ, and people might want an update about what has gone on. Or what no further

action from the State means, or what Regional Solutions is doing. We owe it to them because they voted for it and we haven't done anything for 9 years. If for no other purpose I think we should clarify what we are actually doing. They are our employer.

Councilor Ripma stated I am willing to give it a try. I do want to see it.

Councilor Wilson stated that is a fair request; that before anything gets printed we get to look at it.

Mayor Daoust stated we made the agreements that all of the political statements in the newspaper will come to a stop and we won't have to read some of the stuff that has been put in the papers before, which was not appreciated. This is not intended to be that. This is just public outreach and education. Like Councilor Morgan said, in December we promised we would do this. We will have to work with Craig to see exactly what we are going to have them do.

Councilor White stated we have a new business in town, The Troutdale Art Center. I was at the ribbon-cutting where the Mayor was the Master of Ceremonies. There are nine local artists working out of there and my wife happens to be one of them. They will be having a second Grand Opening because Rip Caswell and the owner Allison Brown were out of town.

Councilor Wilson asked Ed, in regards to having city councilors testify or make comments at the Planning Commission meetings, or any of the other committee meetings, what are our council rules on that, and how should we move forward with that?

Ed Trompke replied there are two rules that the Council adopted back in 1994. The first one says that council members must note whether they speak for themselves or for the council in written and oral communications to other officials, the public and the news media. People should identify themselves and say whether they are there authorized by the Council to speak or whether they are there on their own speaking on their personal relationship. There is a second rule that sort of contradicts that one that is stricter. Troutdale Municipal Code 2.08.250 – Relationships with committee and commissions – councilors have the right to attend meetings of city committees, commissions and task forces but should not become involved in discussions of those groups unless they are the liaison members of those bodies. So there is some restriction on the involvement of city councilors when appearing in front of a committee, commission or task force. Unless you have been appointed as a liaison by the council you shouldn't be involved in a discussion. But you can listen, and I am not sure how much you can speak because I don't know what the intention of "involved in a discussion" means. That is your rule and ultimately you will have to interpret what it means so I don't want to put my spin on that, but there is some restriction there and maybe you ought to discuss what that means.

Mayor Daoust stated I just recall the years I have been on the council with Paul Thalhofer (former Mayor), our interpretation of that was that we could attend the meetings but we should not speak, period. That was our interpretation of what you just read.

Councilor Wilson stated to move forward with this, the Councilor that was speaking said that they represented themselves but as their statement went on it was referring to codes and that some of them are garbage because there is so much in it. At the end of the statement they said this is why the Council has voted to ask the Commission to work on this. The way they started out I think they are speaking for themselves but in the end I felt they were representing the rest of the Council. I just feel that there has been a lot of times this last year that things have happened that shouldn't happen. Maybe it is with the best of intent, but if the rule is good for one of us it is good for all of us. I would just say that going to the committee/commission meetings that we need to sit and listen and lend our support by being there, but anything that we have to say to any of those people in council comments or at work sessions or anything else that we need to bring it up here so that we are all aware of what their concerns are. That was the only reason I brought it up, so that we all know what the rules are and what my feeling was about that meeting.

Mayor Daoust stated we all need to be reminded of the rules. I would suggest that we interpret it the same way that historically this Council has interpreted it in that you can attend those meetings but you should not speak, unless we decide to designate liaisons to every committee which we have not done so far.

Councilor White stated so if they are meeting on something that personally affects your residence, you are saying that if you are a Councilor you can't go in and represent yourself as a private citizen in that arena.

Councilor Wilson stated there is a legislative part of it, but I think the part that he talked about would be different wouldn't it?

Ed Trompke stated stepping outside of what the council rules in the City code says, generally in state law its allowed for an elected official to testify at any commission on legislative matters, but probably not on any quasi-judicial matters because the City Council sits as a court of appeal, if you will, where you might sit as a quasi-judge and if you do go and testify about something or participate in the hearings below you might be disqualifying yourself from sitting in a quasi-judicial capacity later. That is a more general state level, but at the city council level different rules apply. Maybe if the Council is interpreting the rules, if your personal property is affected maybe you should send an email to Council that says you would like to go speak and unless you hear otherwise you plan to because this does affect you. But just make sure that you follow the other rule that says I am here in my individual capacity and not as a councilor. That would require the Council to say that is an acceptable interpretation of this rule. That is just my suggestion as a possibility. I don't know that you want to adopt that right now, I think you ought to think about it. There may be other things that you want to say are inside or outside the rules and intent.

Mayor Daoust stated all of you will be receiving phone calls from Barney & Worth, the company that is doing the public outreach on the street funding. They want to interview each of us.

I have been designated the Vice-Chair of East Multnomah County Transportation Committee (EMCTC), and I am also the alternate for the Joint Policy Advisory Committee on Transportation (JPACT). The first meeting of JPACT that I will be attending is this Thursday. They will be discussing post big earthquake infrastructure predictions. At the EMCTC meeting yesterday they decided on the Regional Transportation Option (RTO) grants and the Gresham Area Chamber of Commerce (GACC) and the West Columbia Gorge Chamber of Commerce (WCGCC) each will receive $50,000 for their bicycle initiatives and bicycle hub program for all four cities.

February 26th is City Day at the Capitol. This is a day for us to go to the Capitol and talk with our Legislators. I haven't heard from Councilors if they want to go. Craig has already scheduled appointments with Representative Chris Gorsek and Senator Laurie Monnes Anderson, which are the two people we would visit with. Registration is due by 5pm on February 18th.

Councilor Allen and Councilor Morgan stated they would like to go.

Craig Ward asked is it the Council's intention that the expenses be borne out of your stipends, or that the City pick up the direct expenses for those of you attending? There is a small registration fee and incidental meals.

Council agreed that the City would pay for these expenses.

Mayor Daoust stated on March 12, 2015 we decided that we would have a volunteer recognition event at the Sam Cox Building. We started out only recognizing 5 volunteers and in talking with staff I would like to recognize all of the volunteers. To hold an hour meeting right before our regular council meeting to only recognize five people doesn't seem like it was recognizing our volunteers very well. We are planning on having a big event where all of the volunteers are invited, recognized and celebrated. In conjunction with this I tagged on the State of the City Address. There will be food and drinks. I would also like to have music. I have asked Frank Grande and his band if they were available to play that night and he said yes. I asked him how much he would charge and he said $100 would give $20 to each of the band members. I am asking for permission to pay Frank's band $100 as part of the cost for this.

Councilor Morgan asked and the beverages will be non-alcoholic?

Mayor Daoust replied yes.

Councilor White stated my only concern about this when you first brought it up was that it wouldn't be televised. Are there any arrangements for that?

Mayor Daoust replied that will be arranged for.

Council agreed to pay $100 to Frank's band.

Mayor Daoust stated I attended the Open House at Troutdale Elementary School and the Reynolds School Board was there talking about their $125 million bond measure that they are going to put on the ballot for the May election. The purpose of the bond will be for safety and security issues in 13 schools. If the bond passes they are planning on replacing 3 elementary schools – Fairview Elementary, Wilkes Elementary and Troutdale Elementary. They will do some renovations and add new classrooms at Reynolds High School.

Councilor Wilson reminded the Council that there is a WCGCC meeting at Wood Village City Hall on Thursday at 7pm. Urban Renewal is one of the topics that will be discussed.

9. ADJOURNMENT:

MOTION: Councilor Wilson moved to adjourn. Seconded by Councilor Anderson. Motion passed unanimously.

Meeting adjourned at 9:05pm.

Doug Daoust, Mayor

Dated:

DRAFT

ATTEST:

Debbie Stickney, City Recorder

CITY OF TROUTDALE
CITY COUNCIL – Regular Meeting/Work Session
Tuesday, February 10, 2015

PLEASE SIGN IN

Name – Please Print	Address	Phone #
Garnet Osborn	troop 174	
Michael Bancroft	troop 174	
Benjamin Klopp	troop 174	
David Klopp	1400 SW 12th St Troutdale, Troop 174	503 780-3244
Wyatt Leonard	3025 SW Chadwick AVE	503-740-3499
Blair Leonard	troop 174	503-740-3499
Keith Bries	39158 Doublay OR	
Cynthia Jacobsen	1422 SW 25th St Troutdale	503-674-7890
Mark Jacobsen	" "	
Brian Jacobsen	" "	
JERICEE DALE	TROOP 174	
Paula Goldie	219 E. Hist Col R Hwy	
Steve Scott	401 SE 12th St	
Frank A. Windust, Jr	Corbett, OR	
DAVID Becker	Troutdale	
Gary Witmore	Troutdale	
STEVE MEANS	TROUTDALE	
Robert Strebin Jr.	Troutdale	503-665-2756
PAUL WILCOX	TROUTDALE	
Carol Allen	Troutdale	701-8979
Diane Castillo-White	Troutdale	888-1405
JAY ELLIS	GRESHAM	(503) 819-9100

DRAFT

MINUTES
Troutdale City Council – Regular Meeting
Troutdale City Hall – Council Chambers
219 E. Historic Columbia River Hwy.
Troutdale, OR 97060-2078

Tuesday, February 24, 2015

1. PLEDGE OF ALLEGIANCE, ROLL CALL, AGENDA UPDATE.

Mayor Daoust called the meeting to order at 7:00pm.

PRESENT: Mayor Daoust, Councilor Ripma, Councilor Thomas, Councilor White (7:04pm), Councilor Allen, and Councilor Wilson.

ABSENT: Councilor Anderson (excused)

STAFF: Craig Ward, City Manager; Ed Trompke, City Attorney; Scott Anderson, Chief of Police; John Morgan, Planning Director; Erich Mueller, Finance Director; and Sarah Skroch, Deputy City Recorder.

GUESTS: See Attached List.

Mayor Daoust asked is there an agenda update?

Craig Ward replied there are no amendments to the published agenda.

2. OATH OF OFFICE: Reserve Officer Jeremy Porth.

Mayor Daoust administered the Oath of Office to Reserve Officer Jeremy Porth.

Chief Scott Anderson stated this is a good day for the Troutdale Police Department. We are getting a fine candidate through the process. Jeremy is already certified through DPSST Reserve Academy and the full Academy. He started his career in leadership fairly early. In 2005 he became an Eagle Scout, he graduated from Gresham High School in 2007, and in 2013 he obtained the certificate of music technology. He's a proud lifelong resident of East Multnomah County. He volunteered as an assistant basketball coach and became a head basketball coach at one of the middle schools. He's also very active in his church activities. He has experience as a sales associate and a logistics team manager. He comes with prior experience from the Fairview Police Department both as a Reserve Officer and a regular Officer. He's a 2014 graduate of the basic Police Academy in Salem. He will enter our field training program next month. Please help me welcome and congratulate Jeremy Porth as the newest member of the Troutdale Police Department.

3. CONSENT AGENDA:

3.1 ACCEPT MINUTES: January 13, 2015 Work Session, January 20, 2015 Work Session, January 27, 2015 Regular Meeting, and February 9, 2015 Work Session.

MOTION: Councilor White moved to adopt the consent agenda. Seconded by Councilor Wilson. The motion passed unanimously.

4. PUBLIC COMMENT: Public comment is limited to comments on non-agenda items.

There was no public comment.

5 APPOINTMENTS: A motion to approve the Selection Committee's recommendation for appointments to the Parks Advisory Committee.

Mayor Daoust stated the Selection Committee is recommending that the following applicants for appointment to the Parks Advisory Committee: Position #3 – Audrey Maroon with a term expiring 12/31/2015, Position #8 – Corey Brooks with a term expiring 12/31/2017, and Alternate – Graham Phillips.

MOTION: Councilor White moved to approve the Selection Committee's recommendation. Seconded by Councilor Morgan. The motion passed unanimously.

6 PUBLIC HEARING / ORDINANCE (Introduction): An ordinance amending Chapters 1.020 and 4.700 of the Troutdale Development Code by amending the permitted use section of the Town Center Overlay Zone to allow Urban Agriculture Uses, along with a related amendment to the definitions, and amendment to the Town Center Overlay Zone Purpose Statement.

John Morgan, Planning Director, stated this is a matter that this Council took up last fall upon the request of the McMenamins Corporation who came to you asking, as the code requires, to initiate an amendment to the Troutdale Development Code (TDC). That amendment to allow urban agriculture in the General Commercial District specifically in the Town Center Overlay. Agricultural uses are not allowed in that zone today. In order to do some of the business work that McMenamins would like to pursue on their future property across Halsey it was necessary for them to ask you to initiate this amendment. I want to stress that this an amendment to the zone that applies broadly. Even though McMenamins asked you to put it on the table and it does impact their interest it also impacts every other property in the Town Center Zone. It creates an opportunity for others to do this as well. The Planning Commission is recommending approval to you. We worked with them through some work sessions and a public hearing process on a draft and I want to briefly walk through the proposed changes. I want to point out that the Planning Commission added something that was not part of the original discussion and that is a change in the purpose statement of the Town Center Overlay Zone. Chair Staffenson made a suggestion to the Commission and they accepted his proposal to remove "consistent with the Metro 2040 Growth Concept for town centers" from the end of the first sentence of the Purpose Statement. Going to the original reasons for the discussion, the structure has 2 fairly simple amendments. The first is to add a definition

of urban agriculture that covers a broad description of agriculture. Then in the Town Center Overlay the addition of a permitted use would read "local food production uses on lots or parcels one acre in size or larger, provided no poultry or livestock, other than household pets, shall be housed within 100 feet of any residence other than a residence on the same lot". There has been additional language added to the ordinance which did not go before the Planning Commission to add "and shall not occupy an area greater than 10,000 square feet or 10% of the total property whichever is larger". You will find in the Planning Commission's Findings that they were concerned about the livestock potential but weren't sure how to respond to it. They were afraid that it could become something that would not be appropriate in the more urban developed parts of the community and suggested that there may be a need to put some limitation on that and asked that the Council give that some consideration. At the staff level we created this language that essentially says you can have livestock as long as it doesn't occupy an area greater than 10,000 square feet or 10% of the property whichever is larger. There are representatives from McMenamins here tonight and we'll see if that's acceptable based on their intent. The Commission isn't recommending that to you, staff is. You have before you the draft ordinance and I'd be happy to answer any questions.

Councilor Morgan asked is this a potential bridge for them before they come up with their long term plan, a temporary use?

John Morgan replied that's our understanding. One thing that's critically important in terms of State Land Use Law is that you can't have exclusive farm use inside an urban growth boundary. You can't zone land for farm but it is ok to zone it as an interim use as long as it can be converted at some time in the future to an urban use.

Councilor Morgan asked it doesn't prohibit them from having urban use?

John Morgan replied correct.

Mayor Daoust asked what is the total size of the property and what would 10% be?

John Morgan replied I believe its 13 acres so 10% would be 1.3 acres.

Craig Ward stated I wanted you to be aware that TDC section 4.720(E)(1)(b) makes it clear that local food production uses can only occur on parcels of 1 acre in size or greater.

Mayor Daoust opened the public hearing at 7:17pm.

Steve Abel, Lawyer with Stoel Rives representing McMenamins, stated thank you for entertaining the notion of this code amendment. I've worked for the McMenamin family on this site for about 15 years trying to get this site purchased from Multnomah County and brought into the Edgefield District. I feel like this is kind of my baby because it's been a trying time working through the County operations to get this property under contract and it is now under contract. As your staff has indicated, these code amendments are intended to allow for certain agricultural use on the property north of Halsey. The reason it's important is that many of the crops that might go there are not annual crops, they are likely to be orchards which have longevity to them, they're not year to year. Permanency

for being able to operate those crops over an extended period of time is important. Your code now allows for agricultural use in these zones but only on an annual basis on a renewable permit. I don't think anybody is going to invest the kind of money that's necessary to invest in orchards or vineyards without the permanency and the certainty that comes with a code amendment like this. That is really the core reason for this particular amendment. The livestock portion of this is not intended to be anything other than to kind of create the theme of the Edgefield District with a variety of uses and it would be very small scale, maybe a few pigs, maybe a little bit of poultry, maybe a couple of goats, and maybe some cheese production could occur from the goat's milk but that's really it. We agree with the limitation that's been proposed by staff. To bring you up to speed, we entered into a contract with the County to purchase this property in July or August of 2014. That transaction is contingent upon a number of items, one being some work that we've been doing through the fall and that is the science of the flood plains on this particular site. This site has FEMA flood plains all over it which we've now discovered was gross mapping that occurred with an aerial photograph. We've spent all of the fall and moving into this year to get to some modification of that flood plain map. We're happy with the science and we've submitted it to FEMA as of about 3 weeks ago. We expect that FEMA will give us an initial response within 60 days and we expect to be through the full FEMA process by fall of this year. That would put us in a position to be able to close with the County. It would be wonderful if we could get the crops in this year before the next winter season to get those orchards or vineyards moving. We don't know if we'll make it but we're going to try to. At the same time, there will be some efforts to put some commercial urban type uses much in the nature of what's at Edgefield right now on this site. Whether that's a coffee house, lodging, it's really up in the air right now depending on the FEMA work that comes back and tells us how much land we have to work with.

Councilor White stated it seems like you could buy cheaper land to do that type of activity. Is this part of the theme or an expansion of what you are already doing at Edgefield?

Steve Abel replied it is. When we did some work at the Edgefield facility in buying the Jail site about 3 to 4 years ago, we kind of renamed everything the Edgefield District. Edgefield was the County's poor farm and the property across Halsey was a part of that operation. Really the aim is to get back to the same scale. You'd find north of Halsey to be very similar to south of Halsey.

Councilor White stated about 7 years ago we saw a proposal for an amphitheater and wading ponds and housing. Is that a dead issue at this point?

Steve Abel replied that is all dead. It died at the time of the recession, especially the housing component. Whether it would have ever worked, I don't know. That same recession did things to land values which have made this opportunity appropriate at this time.

Mayor Daoust asked are you at liberty to tell us how things are going with the purchase?

Steve Abel replied if the FEMA work comes back and is approved by the Federal Government in the way that we hope, I think the chances of closing are very high.

Councilor Wilson stated you were talking about small retail space such as a coffee shop. Do you envision a strip mall out there or just individual little buildings like you have across the street?

Steve Abel replied the same character as the south side.

Paul Wilcox, Troutdale Resident, stated the research I did showed the property was 46 acres.

Steve Abel replied 46 acres is south of the railroad tracks. We're purchasing both sides of the railroad tracks. Its 70 acres overall.

Paul Wilcox asked does that affect that 10%?

Mayor Daoust replied the way I understand it is that it's 10% of the total property acreage.

John Morgan stated yes and it does raise an issue that we might want to refine that language a little bit to which that accrues. I wouldn't envision it accruing to the property that's on the south side of Halsey, only the property on the north side. When we bring this back I'll have a more definitive answer and perhaps some language that might refine that a little bit.

Paul Wilcox stated I did some research and you can actually raise chickens classified as free range at the concentration of about 4,000 chickens per acre. There's a lot of potential there if you wanted to max it out. The heading of this ordinance is urban agriculture. McMenamins request is regarding raising food or growing food. Why are other agricultural uses not included such as flowering plants, Christmas trees, and ornamental plants? Also, as far as animals goes, why would you lock out something like horses or alpacas. I have some language issues. In section 1.020.60 it says "local food production uses include preparation or processing and storage of products raised on such land". In your light industrial zone it states the permitted uses are "processing facilities except any principal use involving rendering of fats, slaughtering of fish or meat, or fermenting of foods such as sauerkraut, vinegar or yeast". In general industrial it is permitted under a conditional use. In this zone, you're not addressing that at all. That may need to be clarified. The other language is in the same section "but do not include construction or use of dwellings", I'm not sure what that's referring to. I assume this will be cleaned up before it's printed because there are some grammatical and punctuation errors.

Paul Wilcox stated next I'd like to go to page 1 of the ordinance to the definitions. This part was added after the public hearing "Food does not include any substances regulated by the Controlled Substances Act enacted by the United States Congress". It seems to be an inappropriate place to be addressing that particular issues. As far as I know there aren't any controlled substances that are classified as foods.

Tanney Staffenson, Planning Commission Chair, stated the issue that we were looking at was raising food and that's what we were focused on. The livestock issue was more for properties other than McMenamins where you may have this use adjoining a residential neighborhood.

Councilor Ripma stated the Planning Commission recommendation to us required no livestock or poultry within 100 feet of any residence. Its staff that's recommending it not occupy an area greater than 10,000 square feet or 10%. Did you consider that and decide you didn't want to recommend that at the Planning Commission?

Tanney Staffenson replied we would probably be ok with the 10%.

David Brown, Troutdale Resident and representative of The Chapel, asked how many pieces of land with 1 acre or larger is in this overlay? Potentially how much farming can go on in this area?

John Morgan replied probably The Chapel's property is one and also McMenamins.

Councilor Wilson stated our Urban Renewal Property would also be one and maybe the property across from the Police Department.

David Brown stated I'm happy we're addressing this and I thank the McMenamin family for poking us to think about this because that gives our church an option of multiple uses on our piece of property until we build on it. I'm excited!

Mayor Daoust closed the public hearing at 7:38pm.

Mayor Daoust stated this is the first reading of this ordinance. We'll have a second reading at our next Council Meeting which is March 10th.

7. RESOLUTIONS: Resolutions approving City financial statements and receiving Annual Audit Report:

7.1 A resolution approving the City's financial statements and Comprehensive Annual Financial Report (CAFR) for the Fiscal Year ended June 30, 2014.

7.2 A resolution accepting the Report of Independent Certified Public Accountants on the audited financial statements of the City for the Fiscal Year ended June 30, 2014, and the Auditor's Communication to the Governing Body (SAS No. 114), and OAR 162.10.000 required communication.

Erich Mueller, Finance Director, stated this is my annual process of bringing you the financial statements for you to approve and make them the official statements of the City so that the auditor's report, which is the 2nd item, is relevant and is one the official statements as mentioned in the staff report. It's City Management's responsibility for preparing and maintaining the records throughout the course of the year and ensuring the fairness and presentation of the financial information in the basic statements. It's the City Council's role as the governing body to oversee the official statements and as part of that process the external users, primarily financial institutions or lenders, make use of this Comprehensive Annual Financial Report (CAFR). As I mentioned, the first resolution is to approve the financial statements. Then we can move on to the auditor's report. There's about 38,000 municipal governments across the country and only a small percentage of us go to this higher degree of reporting requirements known as the CAFR. It's above and beyond the minimum level and about 3,500 entities go through this process which has

been occurring here in Troutdale long before I got here. We've had 23rd consecutive years that we've accomplished this and this would make the 24th successful year.

Councilor Morgan stated I wanted to applaud you and Craig. We're looking at nearly a quarter of a century tradition of being 1 in 10 municipalities across the Country that does this. There are 3,500 cities that do this out of a possible 38,000 and we've been doing this for 24 straight years. To Craig, Ed, and Erich I appreciate that due diligence.

MOTION: Councilor Wilson moved to approve a resolution approving the City's Financial Statements and Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2014. Seconded by Councilor Allen. The motion passed unanimously.

Erich Mueller stated the auditors were in twice during the past fiscal year, at the interim testing cycle during midyear and then again this past fall and into winter as part of the year end analysis of the ending balances. This next resolution is you receiving and accepting the report of the auditors rather than approving it. They are rendering their professional opinion so we're accepting it as part of the record but it stands on its own without approval. As I mentioned earlier, City Management is responsible for the ongoing management and preparation of financial statements. This is part of your annual role in your oversight responsibilities. The independent auditor's role is to express an opinion about the fairness of the financial statements. You exercise the accountability and oversight responsibility of the City's fiscal affairs. In the financial statements that you just approved essentially there are two pages that belong to the auditors and the rest belong to the City and those two pages are flagged. If you look at the #1 tab and turn to the back side of that page, at the top it addresses their opinion of us. They make all of their statements and representations which ultimately translates to a clean audit opinion. That's the section in their letter where they are addressing that they've issued a clean opinion.

Erich Mueller stated the second part of their communication is referred to as the SAS No. 114 letter, The Auditor's Communication to the Governing Body. They also restate in that letter the results that it is a clean opinion with no reservations. They found no exceptions to the State standards and they found no need to issue a management letter again this year. In the detail of what they go through in terms of the areas that they've looked at and checked on, those are listed in the staff report. Another section of the report they point out upcoming GASB statements that are coming which will affect the City's financial and auditing practices going forward, and some pension reporting reform that will have an impact on how we have to present our statements which has a bigger impact on PERS and some of the information that they have to provide to us to incorporate. Those are in coming accounting periods. The summary of those is that they're likely to increase the time and effort as well as some of the auditing costs to get them implemented but I don't anticipate them being significant issues for us as an entity. The management letter as it's referred to, is called SAS No. 115, Communicating Internal Control Related Matters Identified in an Audit. Again they didn't issue one again this year. It has a requirement to categorize 3 levels of issues: most serious "material weaknesses", intermediate "significant deficiencies", and lowest "not significant deficiencies". In the past we've had 2 and 3 items in the intermediate category and we've been fortunate due to the hard work

of the finance staff that they've addressed those items. The auditors have been back in and tested those issues and found a non-reoccurrence of those previous issues and the procedures that have been put in place have corrected those items. The last lowest category of not significant deficiencies, which are sort of suggestions, there were 3 that they've had in multiple years referring to the lean staffing level and separation of duties and so forth. These are items that they go on record to make the governing body aware of. There's not any specific issue that needs to be addressed but to some degree it's them going on record that they've pointed them out. The final item is the last page in the bound document flagged with #101 and that is a set of requirements and standards that they have to go through specifically because we're an Oregon Municipal Corporation and this is part of what's required by the State that has to be addressed and our filing that we file with the Secretary of State's office that we do by December 31st for the prior fiscal year. In that letter they've identified the areas that they've looked at and their back handed way of saying we're fine, they say "in connection with their testing nothing came to their attention that caused them concern". Fortunately this is non-controversial. There are no big issues, no serious deficiencies or concerns but it's not something that given the importance of it and the fact that we do it once a year I feel it's not something appropriate to put on the consent agenda.

Councilor Morgan asked is this way of reporting mandatory?

Erich Mueller replied it's required to have an audit annually. What we do is more substantial than the minimum and that's part of using the format of the CAFR versus the minimum financial statement requirements that the State requires.

Councilor Allen stated I like clean financials and I appreciate the work of yourself and your staff.

Mayor Daoust stated I think this is more important than people realize. I've been a Budget Director of a Federal Agency. All agencies have to be audited, it's a requirement. Before I was the Budget Director, the agency did not get a clean opinion and believe me that's a big deal because it requires that everything be reviewed by the audit agency, the accounting practices, the financial statements, what role the manager's play, it's a pretty comprehensive audit. To not get a clean opinion really requires the agency to do a lot of work in the following years to get a clean opinion. I'm really proud of the City of Troutdale for having a clean opinion for this many years.

Ed Trompke stated I've only been with the City for a little less than a year but I routinely get e-mails from Erich on Sunday afternoon's because after he goes to church he goes to the office to make sure everything gets done. The real problem is that he expects answers on Sunday afternoons! He does work hard and demands excellence.

MOTION: **Councilor Morgan stated I move to approve item 7.2 (a resolution accepting the report of Independent Certified Public Accountants on the audited financial statements of the City for the fiscal year ended June 30, 2014, and the Auditor's Communication to the Governing Body, (SAS No. 114), and the OAR 162-10-000 required**

communication). Seconded by Councilor Wilson. The motion passed unanimously.

8. STAFF COMMUNICATIONS

Craig Ward stated I wanted to announce that we have a work session scheduled for next Tuesday night at 7:00pm on the proposed contract with the Multnomah County Sheriff. That is being held at the Police Community Room and the public is invited. Also, tonight I learned that I have a personal conflict on the night scheduled for my performance review, March 10th. My proposal to you is that the Council go ahead and meet, compile your collective opinions on my performance and we can either have a second Executive Session to convey those to me as a group or you can convey them to the Mayor and have him meet with me privately afterwards. With your permission, I won't be able to attend the March 10th Meetings.

Councilor Morgan asked does the performance review have to be on the 10th?

Mayor Daoust replied it doesn't have to be. That is the date that the 3 Councilor's requested.

Councilor Ripma stated I think we can go ahead and meet as Craig suggested and decide to have a follow up with him if we want to.

Councilor Wilson stated I'd rather Craig be here to answer questions directly than to wait and have a reset if that would be alright.

Craig Ward replied it would be very difficult for me to be there that night but if you reschedule it to another night that's perfectly acceptable to me as is the possibility that you just convey your messages to the Mayor. It's really the Council's choice how to complete the Executive Session. I know here in Troutdale the practice has been for the City Manager to submit a written statement of their performance over the time period. I will certainly do that and you'll have that information. In previous places of employment the City Manager did not have to participate in what sometimes can be a long drawn out discussion amongst the Council members. Then they compile their joint opinion and then the Mayor would meet privately to convey their messages. The difficulty for that with Councilor Wilson is that there's not a face to face interaction of the City Manager with my 7 bosses. That may be useful and I'm certainly happy to do that, I simply cannot do it on that night.

Mayor Daoust stated I would find it difficult for me to summarize what all 7 people are thinking or trying to portray. I'd prefer you be there to hear and respond to what you are being rated on rather than me trying to summarize it.

Councilor Morgan asked would it be possible to continue on as requested on the 10th and if there needs to be follow up it can be personalized at a second meeting?

Councilor Allen stated I prefer the face to face so two meetings would be fine with me.

Councilor Wilson stated I don't see a need for 2 meetings. I'd like to have just 1 meeting and have Craig there and available for the meeting.

Mayor Daoust replied I don't think there's any rush to get this done, is there?

Councilor Ripma replied I don't feel strongly about the 10th.

The Council preferred to continue on with the Executive Session on March 10th and if needed they would hold a 2nd Executive Session to go over the performance evaluation with Craig face to face.

9. COUNCIL COMMUNICATIONS

Councilor Morgan stated I have been asked to do the Polar Plunge as was the Council by the Troutdale Police Department. It is this Saturday at 11:00am at Broughton Beach off the 42nd Street exit. They've challenged the Council to do so and if a majority of the Council does there will be some money that the Police Department will throw in for the Special Olympics. They're calling you out.

Councilor White stated we might have a smelt run heading our way on the Sandy River. They're going to allow dipping the first Saturday in March from 6:00am until 12:00pm. No license is required. You have to use a net and you have to be on the beach. Then the Sunday the following week with the same hours and rules. There is a 10 pound limit. Last year there were roughly 5,000 people for that event. You might check the dates online as they have been updating them based on when the smelt actually arrive.

Councilor Allen stated at our last meeting we cancelled the Goal Setting Session and I would like to see that rescheduled.

Mayor Daoust replied we'll get that rescheduled at the best time.

Councilor Wilson stated over the last year we've had a lot of Executive Sessions and a lot of stuff has been said outside the Executive Sessions or supposedly said. I would like to see if Ed could come up with a set of guidelines for breaking protocol on the Executive Sessions or reaching out into areas as a City Councilman that we shouldn't be reaching out to. Some of the ideas that have ran through my mind is that if you were on Committees that you could be removed from that Committee for violating our code of conduct or whatever other cities are doing. If you could come back with a recommendation so that we can review it.

Ed Trompke replied I can do that if that's what the Council would like.

Councilor White stated I think you've done enough work on that. It's pretty clear to me what we need to do.

Councilor Wilson replied the problem is that if the Executive Session is violated or we step out from what our guidelines are there are no repercussions to it. Over the past year it seems to be a constant theme of information coming out the Executive Session that

shouldn't be coming out. I'm not pointing fingers at anybody, I'm just saying we need to get it tightened up and I think this is one way.

Mayor Daoust asked so it would be like a from now on type of thing?

Councilor Wilson replied yes.

Councilor Ripma stated I want to thank Mayor Daoust for joining Chair Kafoury's tour of the Troutdale Historical Society Museums last Friday. She came with a staff member and Mayor was good enough to be there to show her the City and take her to lunch. Thank you, I appreciate it.

Mayor Daoust stated one of the purposes that Chair Kafoury came out was because of the levy that they're reconsidering. Could you speak to that?

Councilor Ripma stated there is one more year to go on a five year levy that was passed by the voters of Multnomah County to support the Oregon Historical Society principally but one of the beneficiaries of funds from that levy is the Troutdale Historical Society and several others out here in East Multnomah County. I have never heard anyone say anything against that levy. It's a very modest amount and frankly it goes to a very good cause and we would like to it go to the voters again and I believe Chair Kafoury is going to do that.

Mayor Daoust stated I wanted to talk about Visionary Park. This is the proposal from Rip Caswell to make a bronze sculpture of Sam Lancaster and Sam Hill which is related to the 100th Anniversary of the Historic Columbia River Highway. Visionary Park is a small piece of right-of-way that Multnomah County currently owns where Historic Columbia River Highway makes that 90 degree bend by Jackson Park Road, right by the Troutdale Arts Center. We need direction from the Council for the City to petition Multnomah County to transfer that right-of-way from the County to the City. That way if we make a little park out of it for Rip to put his bronze sculpture in then we could do our part to add to the 100 Year Celebration of the Historic Columbia River Highway. Staff needs Council direction, they can't go off on their own and ask Multnomah County themselves to transfer the right-of-way unless Council gives that direction. I think staff is ready to move on it if we give them direction to get that right-of-way transferred from the County. Would the Council like to move quickly on this one?

The Council gave direction for staff to begin petitioning or drafting language to petition the County for the right-of-way.

Mayor Daoust stated while we're talking about Visionary Park possibly becoming a miniature City Park, we need to bring the Parks Advisory Committee on board. Rip has already talked with them about this but they didn't take any action or make any recommendations to the Council on Visionary Park itself becoming a City Park. So that project should be presented formally to the Parks Advisory Committee. If the Council is ok with this the Visionary Team, the Ad Hoc Committee, can put something together for the Parks Advisory Committee. On that same topic, the Visionary Team has a meeting

on March 4th at the Troutdale Arts Center at 6:00pm if anybody's interested in learning more about this.

Mayor Daoust stated March 3rd is the Government Affairs Forum which is co-sponsored by the Gresham Chamber of Commerce and the West Columbia Gorge Chamber of Commerce. This is where the 3 Mayors will be presenting what is going on in our Cities. Gresham Mayor, Shane Bemis, would normally be there too but he has a conflict that night and will be rescheduled for a different time. If you'd like attend, it's a luncheon at Persimmons from 11:30am to 1:00pm. On March 12th we will be having the State of the City Address and the Volunteer Recognition Event at the Sam Cox Building at Glenn Otto Park. There will be dessert, drinks, and live music. Lastly, on February 11th I went to the Regional Mayor's Meeting in Tualatin and Tom Hughes the Metro President was there along with all of the County Chairs of Multnomah, Clackamas, and Washington County. We talked about the Urban Growth Boundary Report that is going to be finalized this year. There was some discussion about disappointment in the models and analysis that Metro used to basically come to the conclusion that we do not need to expand the Urban Growth Boundary this time. We also talked about when the next analysis would occur. Normally it's on a 6 year time frame. If we wanted to propose an Urban Growth Boundary expansion we would have to wait a number of years to get into that 6 year cycle. Something that Tom Hughes threw out was the idea that the Metro Council is talking about is that once they get this current Urban Growth Report finalized, one of their options is to start the next cycle immediately because there's quite a bit of discussion amongst a lot of the Mayors of their disappointment in Metro with how they analyzed the need to not expand the Urban Growth Boundary. Certain cities have proposals where they want to expand but they are not able to.

10. ADJOURNMENT

MOTION: Councilor Ripma moved to adjourn. Seconded by Councilor Wilson. Motion passed unanimously.

Meeting adjourned at 8:22pm.

DRAFT

Doug Daoust, Mayor

Dated: _____

ATTEST: DRAFT

Sarah Skroch, Deputy City Recorder

CITY OF TROUTDALE
CITY COUNCIL – Regular Meeting/Work Session
Tuesday, February 24, 2015

PLEASE SIGN IN

Name – Please Print	Address	Phone #
Don McMenamin	430 N Killingsworth Portland	503-223-0109
Claude Cruz	1097 E. HC Rd Troutdale	503 799-9667
David Becker	Troutdale	
Cam Watmon	Troutdale	503-539-2449
Carol Allen	Troutdale	5037018979
DAVID BROWN	Troutdale	503 407-7227
Lathen Gorbett	2226 SW Iowa Portland	503.891.9311
Diane Clohite	1225 E Historic	503 888-1405
Clark Worth	1411 SW 5th #2330	503.222.0146
Libby Bary	Portland 97204	
Tanney Staffenson	1820 Hist Col Riv Hwy	503-669-8381
PAUL WILCOX	TROUTDALE	

AGENDA ITEM #4

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: An ordinance amending Chapters 1.020, 3.123, 3.163, 3.173, and 4.720 of the Troutdale Development Code by allowing medical marijuana facilities as a conditional use in the General Commercial, Light Industrial and General Industrial Districts and prohibiting these facilities as a conditional use in the General Commercial District within the Town Center Overlay Zone.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** 3/24/2015 **STAFF MEMBER:** Mark McCaffery **DEPARTMENT:** Community Development
ACTION REQUIRED Ordinance - Adoption **PUBLIC HEARING** Yes	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Approval **Comments:** Planning Commission recommends adoption of text amendments.

STAFF RECOMMENDATION: Staff recommends approval of the Troutdale Planning Commission recommendation to adopt the proposed amendments to the text of the Troutdale Development Code Chapter 1.020 General Definitions, 3.123 Conditional Uses – General Commercial District, 3.163 Conditional Uses – Light Industrial District, 3.173 Conditional Uses – General Industrial District, and 4.720 Permitted and Conditional Uses – Town Center.

EXHIBITS:

- **A.** Planning Commission Final Order and Recommendation including the proposed Development Code text amendments
- **B.** HB 3460
- **C.** Planning Commission Public Testimony received
  - **1.** "Drug harms in the UK: a multicriteria decision analysis"
  - **2.** Paul Wilcox
- **D.** Map: School & Parks Buffers with Town Center Restriction Area
- **E.** Map: Eligible Zones & Taxlots Remaining with School & Parks Buffer & Town Center Restriction Area Applied

Subject / Issue Relates To:

Reviewed and Approved by City Manager:

☐ Council Goals ☒ Legislative ☐ Other (describe)

Issue / Council Decision & Discussion Points:

- To comply with state law, the Council initiated a text amendment to regulate the development of medical marijuana facilities in Troutdale. The Council will conduct a public hearing and then adopt the ordinance creating the text amendments, adopt the ordinance with revised amendments, or not adopt the ordinance.
- Planning Commission recommends approval of the ordinance as described in the Final Order attached as Exhibit A.

BACKGROUND:

In November 1998, Oregon voters passed Measure 67 into law. The law, known as the Oregon Medical Marijuana Act (ORS 475.300), provides legal protections for qualified patients; requires a physician-written statement of the patients qualifying debilitating medical condition; allows for a caregiver to provide assistance; and mandates an Oregon Health Authority (OHA) registration system.

During the 2013 Special Session, the Oregon legislature passed HB 3460 (attached as Exhibit B) which allows for the establishment and licensing of medical marijuana facilities. The bill prompted the Oregon Health Authority to formulate administrative rules governing the licensing of medical marijuana facilities. The Oregon Health Authority began accepting applications for medical marijuana facilities in March of 2014.

During the 2014 Regular Session, the Oregon Legislature passed SB 1531, which provided cities or counties the power to adopt "reasonable regulations" on facilities including limitations on hours, limitations where facilities may be located and conditions in which a facility may dispense medical marijuana. SB 1531 also gives local governments the ability to impose certain regulations and restrictions on the operation of medical marijuana dispensaries, including the ability to impose a moratorium for a period of time up until May 1, 2015.

The City Council adopted Ordinance 821 in April of 2014, effectively prohibiting medical marijuana facilities and marijuana retail premises in the City. Ordinance 821 automatically expires and is deemed to be repealed at 11:59:59pm on April 30, 2015, unless sooner repealed or extended by City Council ordinance.

Text amendments to the Troutdale Development Code (TDC) are necessary in order to allow the operation of medical marijuana facilities within the City's jurisdiction. Text amendments require a Type IV legislative procedure. At a work session on January 21st, and a public hearing on February 25th, the Planning Commission evaluated the proposed amendments based on text amendment approval criteria and has provided a recommendation to the City Council. Refer to Exhibit C for public testimony submitted at the Planning Commission public hearing. See Exhibits D and E for maps illustrating the impact of the proposed text amendments. The Planning Commission recommendation was introduced to the City Council on March 10th and received public testimony.

Based on the staff report, public testimony, and the approval criteria under section 15.050 of the TDC, the Planning Commission supports further restriction of the location of medical marijuana facilities beyond state requirements to provide separation from schools and parks and prohibit the facilities from operating in the Town Center. Applicants for proposed facilities will apply for a conditional use permit that requires review and approval by the Planning Commission. The Planning Commission will review the application to ensure that the proposed facility will not be detrimental to the adjoining properties or to the purpose and intent of the Comprehensive Land Use Plan.

PROS & CONS:

Pros:

- Adoption of the ordinance complies with state requirements and furthers economic opportunity consistent with a new state regulated industry.

Cons

- None.

Current Year Budget Impacts ☐ Yes *(describe)* ☒ N/A

Future Fiscal Impacts: ☐ Yes *(describe)* ☒ N/A

City Attorney Approved N/A ☐ Yes

Community Involvement Process: ☐ Yes *(describe)* ☒ N/A

BEFORE THE PLANNING COMMISSION
of the
CITY OF TROUTDALE
FINDINGS of FACT, FINAL ORDER and RECOMMENDATION to the CITY COUNCIL
Pertaining to
TEXT AMENDMENTS to TROUTDALE DEVELOPMENT CODE CHAPTER 1.020 GENERAL DEFINITIONS, 3.123 CONDITIONAL USES – GENERAL COMMERCIAL DISTRICT, 3.163 CONDITIONAL USES – LIGHT INDUSTRIAL DISTRICT, 3.173 CONDITIONAL USES – GENERAL INDUSTRIAL DISTRICT, AND 4.720 PERMITTED AND CONDITIONAL USES – TOWN CENTER OVERLAY ZONE

PROCEDURE:	IV Legislative Procedure
HEARING DATE:	February 25, 2015
STAFF:	Mark McCaffery, City Planner
PROJECT NAME:	Troutdale Development Code Text Amendments concerning Medical Marijuana Facilities
ATTACHMENT:	Proposed Text Amendments – Medical Marijuana Facilities

FINDINGS OF FACT:

Section 15.050 of the Troutdale Development Code establishes the following approval criteria for evaluating comprehensive plan amendments. The Troutdale Planning Commission hereby finds the following relative to those criteria in this matter:

1. For Comprehensive Plan text amendments, compliance with the Statewide Land Use goals and related Administrative Rules.

This section is not applicable as this is a Development Code text amendment not a Comprehensive Plan text amendment.

2. Public need is best satisfied by this particular change.

Public need is best satisfied by the recommended changes. The Medical Marijuana Facilities Code Amendment reflects a state mandate to amend the Development Code to allow these facilities to operate within the City's jurisdiction. By establishing policies permitting and

guiding their location, the City is providing the opportunity for a new retail activity that will promote new employment opportunities both in the sale and preparation of product for sale. Registry identification cardholders in the community will have opportunities to purchase the product from dispensaries within the City.

3. The change will not adversely affect the health, safety and welfare of the community.

The Planning Commission supports further restriction of the location of medical marijuana facilities beyond state requirements to provide separation from schools and parks and prohibit the facilities from operating in the Town Center. Proposed facilities will apply for a conditional use permit that requires review and approval by the Planning Commission. The Planning Commission will review the application to ensure that the proposed facility will not be detrimental to the adjoining properties or to the purpose and intent of the Comprehensive Land Use Plan.

4. In the case of Development Code amendments, the particular change does not conflict with applicable comprehensive plan goals or policies.

The proposed Development Code change is not contrary to any policy within the Comprehensive Plan.

RECOMMENDATION to CITY COUNCIL:

Based upon the foregoing, the Troutdale Planning Commission recommends to the Troutdale City Council adoption of the attached proposed amendments to the text of the Troutdale Development Code Chapter 1.020 General Definitions, 3.123 Conditional Uses – General Commercial District, 3.163 Conditional Uses – Light Industrial District, 3.173 Conditional Uses – General Industrial District, and 4.720 Permitted and Conditional Uses – Town Center.

ADOPTED this **25th Day of February 2015**

Tanney Staffenson, Chair
Troutdale Planning Commission

PROPOSED TEXT AMENDMENTS – MEDICAL MARIJUANA FACILITIES

TROUTDALE DEVELOPMENT CODE

1.020 GENERAL DEFINITIONS

.79 May. As used in this code, MAY is permissive and SHALL is mandatory.

.80 Medical Marijuana Facilities. A facility registered with the Oregon Health Authority under ORS 475.314 and OAR 333-008-1050 to:

i. Accept the transfer of usable marijuana and immature marijuana plants from a registry identification cardholder, the designated primary caregiver of a registry identification cardholder, or a person responsible for a marijuana grow site to the medical marijuana facility; or

ii. Transfer usable marijuana and immature marijuana plants to a registry identification cardholder or the designated primary caregiver of a registry identification cardholder.

~~.80~~ ***.81.*** Mixed-Use Development. The development of a tract of land, building, or structure with a variety of uses, such as, but not limited to, residential, office, manufacturing, retail, public, or entertainment, in a compact urban form. See Dwelling, Mixed-Use.

1.020 GENERAL DEFINITIONS

.91 Parcel. A piece of land created by a partition, subdivision, deed, or other instrument recorded with the appropriate recorder. This includes a lot, a lot of record, or a piece of land created through other methods.

.92 Park. A forest, reservation, playground, beach, recreation center or any other area in the city, owned or used by the city and devoted to active or passive recreation.

~~.92~~ ***.93*** Partition. Creation of two or three lots within a 12-month period.

1.020 GENERAL DEFINITIONS

.102 School. A public, parochial, or private institution that provides educational instruction to students~~.~~ ***including accredited colleges or universities.*** This definition does not include trade or business schools ~~or colleges.~~

GENERAL COMMERCIAL DISTRICT

3.123 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses in the GC district:

A. Wholesale distribution outlets, including warehousing.

B. Off-street parking, and storage of truck tractors and/or semi-trailers.

C. Heliport landings.

D. Outdoor stadiums and race tracks.

E. Automobile and trailer sales areas.

F. Community service uses.

G. Utility facilities, major.

H. Medical Marijuana Facilities licensed and authorized under state law, when not located within 1,000 feet of real property which is the site of a public or private school or a public park. For purposes of this subsection, "within 1,000 feet" means a straight line measurement in a radius extending for 1,000 feet in every direction from any point on the boundary line of the real property comprising an existing public or private school or public park. This buffer shall not apply to new schools or parks located within 1,000 feet of an existing Medical Marijuana Facility.

~~H.~~ *I.* Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90]

LIGHT INDUSTRIAL DISTRICT

3.163 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses within a LI district:

A. Heliports accessory to permitted or approved conditional uses.

B. Retail, wholesale, and discount sales and services, including restaurants, banks, dry-cleaners, and similar establishments, with or without drive-up or drive-through window service, subject to the provisions of subsection 3.165(E) of this chapter.

C. Community service uses.

D. Utility facilities, major.

E. Automobile, truck, trailer, heavy equipment, recreational vehicle, boat and manufactured home sales, rentals, and repair shops.

F. Card-lock fueling stations, truck stops, service stations, tire shops, and oil change facilities.

G. Motels or hotels, including banquet rooms, conference, or convention centers.

H. Commercial sports complexes including, but not limited to, health clubs, tennis courts, aquatic centers, skating rinks, and similar facilities.

I. Child care facilities, kindergartens, and similar facilities.

J. Medical Marijuana Facilities licensed and authorized under state law, when not located within 1,000 feet of real property which is the site of a public or private school or a public park. For purposes of this subsection, "within 1,000 feet" means a straight line measurement in a radius extending for 1,000 feet in every direction from any point on the boundary line of the real property comprising an existing public or private school or public park. This buffer shall not apply to new schools or parks located within 1,000 feet of an existing Medical Marijuana Facility.

~~J~~.***K.*** Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 660, ef. 5/28/98; Amended by Ord. 724, ef. 11/8/02; Amended by Ord. 792, ef. 9/25/08]

GENERAL INDUSTRIAL DISTRICT

3.173 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses within the GI district:

A. Child care facilities, kindergartens, and similar facilities.

B. Community service uses.

C. Concrete or asphalt manufacturing plants.

D. Sanitary landfills, recycling centers, and transfer stations.

E. Sewage treatment plants and lagoons.

F. Telecommunication towers and poles.

G. Junk yards.

I. Residential dwelling/hangar mixed uses when the hangars are served by a taxiway with direct access to the Troutdale Airport Runway. The use shall be subject to the following requirements:

1. Approval from the Port of Portland.

2. Approval from the Federal Aviation Administration.

3. No separate accessory structures are allowed.

I. Heliports accessory to permitted or approved conditional uses.

J. Commercial sports complexes including, but not limited to, health clubs, tennis courts, aquatic centers, skating rinks, and similar facilities.

K. Commercial uses within industrial flex-space buildings, subject to the provisions of subsection 3.175(D) of this chapter.

L. Processing facilities whose principal use involves the rendering of fats, the slaughtering of fish or meat, or the fermentation of foods such as sauerkraut, vinegar, and yeast.

M. The manufacturing or storing of toxic or hazardous materials when done in compliance with federal and state regulations.

N. Medical Marijuana Facilities licensed and authorized under state law, when not located within 1,000 feet of real property which is the site of a public or private school or a public park. For purposes of this subsection, "within 1,000 feet" means a straight line measurement in a radius extending for 1,000 feet in every direction from any point on the boundary line of the real property comprising an existing public or private school or public park. This buffer shall not apply to new schools or parks located within 1,000 feet of an existing Medical Marijuana Facility.

~~N.~~ ***O.*** Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 660, ef. 5/28/98; Amended by Ord. 724, ef. 11/8/02; Amended by Ord. 792, ef. 9/25/08]

TOWN CENTER OVERLAY

4.720 Permitted and Conditional Uses. Permitted and conditional uses are the same as those listed in the underlying zoning districts with the following exceptions:

E. General Commercial (GC).

1. Additional permitted uses: Single-family detached dwellings (except manufactured homes), duplex, triplex, attached, and multiple-family dwellings, provided the residential use is located above or behind a permitted commercial use, whether within the same building as the commercial use or in a separate building; and public parking lots.

2. Eliminated permitted uses: Automotive repairs, including painting and incidental body and fender work; automotive service stations; lumber yards (retail sales only); and tire shops.

3. Eliminated conditional uses: Automobile and trailer sales area, heliport landings, off-street parking and storage of truck tractors and/or semi-trailers, outdoor stadiums and racetracks, wholesale distribution outlets, including warehousing~~.~~ ***and medical marijuana facilities.*** [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by Ord. 661, ef. 7/23/98; Amended by Ord. 716, ef. 5/9/02; Amended by Ord. 770, ef. 2/23/06; Amended by Ord. 806, ef. 5/26/11]

77th OREGON LEGISLATIVE ASSEMBLY--2013 Regular Session

Enrolled
House Bill 3460

Sponsored by Representative BUCKLEY, Senator PROZANSKI; Representative FREDERICK, Senator DINGFELDER

CHAPTER .....

AN ACT

Relating to medical marijuana; creating new provisions; amending ORS 475.302, 475.304, 475.309, 475.320, 475.323 and 475.331; limiting expenditures; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this 2013 Act is added to and made a part of ORS 475.300 to 475.346.

SECTION 2. (1) The Oregon Health Authority shall establish by rule a medical marijuana facility registration system to authorize the transfer of usable marijuana and immature marijuana plants from:

(a) A registry identification cardholder, the designated primary caregiver of a registry identification cardholder, or a person responsible for a marijuana grow site to the medical marijuana facility; or

(b) A medical marijuana facility to a registry identification cardholder or the designated primary caregiver of a registry identification cardholder.

(2) The registration system established under subsection (1) of this section must require a medical marijuana facility to submit an application to the authority that includes:

(a) The name of the person responsible for the medical marijuana facility;

(b) The address of the medical marijuana facility;

(c) Proof that the person responsible for the medical marijuana facility is a resident of Oregon;

(d) Documentation, as required by the authority by rule, that demonstrates the medical marijuana facility meets the qualifications for a medical marijuana facility as described in subsection (3) of this section; and

(e) Any other information that the authority considers necessary.

(3) To qualify for registration under this section, a medical marijuana facility:

(a) Must be located in an area that is zoned for commercial, industrial or mixed use or as agricultural land and may not be located at the same address as a marijuana grow site;

(b) Must be registered as a business or have filed a pending application to register as a business with the Office of the Secretary of State;

(c) Must not be located within 1,000 feet of the real property comprising a public or private elementary, secondary or career school attended primarily by minors;

(d) Must not be located within 1,000 feet of another medical marijuana facility; and

(e) Must comport with rules adopted by the authority related to:

(A) Installing a minimum security system, including a video surveillance system, alarm system and safe; and

(B) Testing for pesticides, mold and mildew and the processes by which usable marijuana and immature marijuana plants that test positive for pesticides, mold or mildew must be returned to the registry identification cardholder, the cardholder's designated primary caregiver or the cardholder's registered grower.

(4)(a) The authority shall conduct a criminal records check under ORS 181.534 of a person whose name is submitted as the person responsible for a medical marijuana facility under subsection (2) of this section.

(b) A person convicted for the manufacture or delivery of a controlled substance in Schedule I or Schedule II may not be the person responsible for a medical marijuana facility for five years from the date the person is convicted.

(c) A person convicted more than once for the manufacture or delivery of a controlled substance in Schedule I or Schedule II may not be the person responsible for a medical marijuana facility.

(5) If a person submits the application required under subsection (2) of this section, the medical marijuana facility identified in the application meets the qualifications for a medical marijuana facility described in subsection (3) of this section and the person responsible for the medical marijuana facility passes the criminal records check required under subsection (4) of this section, the authority shall register the medical marijuana facility and issue the person responsible for the medical marijuana facility proof of registration. The person responsible for the medical marijuana facility shall display the proof of registration on the premises of the medical marijuana facility at all times when usable marijuana or immature marijuana plants are being transferred as described in subsection (1) of this section.

(6)(a) A registered medical marijuana facility may receive usable marijuana or immature marijuana plants only from a registry identification cardholder, designated primary caregiver or person responsible for a marijuana grow site if the registered medical marijuana facility obtains authorization, on a form prescribed by the authority by rule and signed by a registry identification cardholder, to receive the usable marijuana or immature marijuana plants.

(b) A registered medical marijuana facility shall maintain:

(A) A copy of each authorization form described in paragraph (a) of this subsection; and

(B) Documentation of each transfer of usable marijuana or immature marijuana plants.

(7) A medical marijuana facility registered under this section may possess usable marijuana and immature marijuana plants in excess of the limits imposed on registry identification cardholders and designated primary caregivers under ORS 475.320.

(8) The authority may inspect:

(a) The premises of an applicant for a medical marijuana facility or a registered medical marijuana facility to ensure compliance with the qualifications for a medical marijuana facility described in subsection (3) of this section; and

(b) The records of a registered medical marijuana facility to ensure compliance with subsection (6)(b) of this section.

(9)(a) A registry identification cardholder or the designated primary caregiver of a registry identification cardholder may reimburse a medical marijuana facility registered under this section for the normal and customary costs of doing business, including costs related to transferring, handling, securing, insuring, testing, packaging and processing usable marijuana and immature marijuana plants and the cost of supplies, utilities and rent or mortgage.

(b) A medical marijuana facility may reimburse a person responsible for a marijuana grow site under this section for the normal and customary costs of doing business, including costs related to transferring, handling, securing, insuring, testing, packaging and processing usable marijuana and immature marijuana plants and the cost of supplies, utilities and rent or mortgage.

(10) The authority may revoke the registration of a medical marijuana facility registered under this section for failure to comply with ORS 475.300 to 475.346 or rules adopted under ORS 475.300 to 475.346. The authority may release to the public a final order revoking a medical marijuana facility registration.

(11) The authority shall adopt rules to implement this section, including rules that:

(a) Require a medical marijuana facility registered under this section to annually renew that registration; and

(b) Establish fees for registering and renewing registration for a medical marijuana facility under this section.

SECTION 3. ORS 475.302 is amended to read:

475.302. As used in ORS 475.300 to 475.346:

(1) "Attending physician" means a physician licensed under ORS chapter 677 who has primary responsibility for the care and treatment of a person diagnosed with a debilitating medical condition.

(2) "Authority" means the Oregon Health Authority.

(3) "Debilitating medical condition" means:

(a) Cancer, glaucoma, agitation due to Alzheimer's disease, positive status for human immunodeficiency virus or acquired immune deficiency syndrome, or treatment for these conditions;

(b) A medical condition or treatment for a medical condition that produces, for a specific patient, one or more of the following:

(A) Cachexia;

(B) Severe pain;

(C) Severe nausea;

(D) Seiznres, including but not limited to seiznres caused by epilepsy; or

(E) Persistent muscle spasms, including but not limited to spasms caused by multiple sclerosis; or

(c) Any other medical condition or treatment for a medical condition adopted by the authority by rule or approved by the authority pursuant to a petition submitted pursuant to ORS 475.334.

(4)**(a)** "Delivery" has the meaning given that term in ORS 475.005.

(b) "Delivery" does not include transfer of**:**

(A) Marijuana by a registry identification cardholder to another registry identification cardholder if no consideration is paid for the transfer[.]**;**

(B) Usable marijuana or immature marijuana plants from a registry identification cardholder, the designated primary caregiver of a registry identification cardholder or a marijuana grow site to a medical marijuana facility registered under section 2 of this 2013 Act; or

(C) Usable marijuana or immature marijuana plants from a medical marijuana facility registered under section 2 of this 2013 Act to a registry identification cardholder or the designated primary caregiver of a registry identification cardholder.

(5) "Designated primary caregiver" means an individual 18 years of age or older who has significant responsibility for managing the well-being of a person who has been diagnosed with a debilitating medical condition and who is designated as such on that person's application for a registry identification card or in other written notification to the authority. "Designated primary caregiver" does not include the person's attending physician.

(6) "Marijuana" has the meaning given that term in ORS 475.005.

(7) "Marijuana grow site" means a location where marijuana is produced for nse by a registry identification cardholder and that is registered under the provisions of ORS 475.304.

(8) "Medical use of marijuana" means the production, possession, delivery, or administration of marijuana, or paraphernalia used to administer marijuana, as necessary for the exclusive benefit of a person to mitigate the symptoms or effects of the person's debilitating medical condition.

(9) "Production" has the meaning given that term in ORS 475.005.

(10) "Registry identification card" means a document issued by the authority that identifies a person authorized to engage in the medical use of marijuana and the person's designated primary caregiver, if any.

(11) "Usable marijuana" means the dried leaves and flowers of the plant Cannabis family Moraceae, and any mixture or preparation thereof, that are appropriate for medical use as allowed in ORS 475.300 to 475.346. "Usable marijuana" does not include the seeds, stalks and roots of the plant.

(12) "Written documentation" means a statement signed by the attending physician of a person diagnosed with a debilitating medical condition or copies of the person's relevant medical records.

SECTION 4. ORS 475.304 is amended to read:

475.304. (1) The Oregon Health Authority shall establish by rule a marijuana grow site registration system to authorize production of marijuana by a registry identification cardholder, a designated primary caregiver who grows marijuana for the cardholder or a person who is responsible for a marijuana grow site. The marijuana grow site registration system adopted must require a registry identification cardholder to submit an application to the authority that includes:

(a) The name of the person responsible for the marijuana grow site;

(b) The address of the marijuana grow site;

(c) The registry identification card number of the registry cardholder for whom the marijuana is being produced; and

(d) Any other information the authority considers necessary.

(2) The authority shall issue a marijuana grow site registration card to a registry identification cardholder who has met the requirements of subsection (1) of this section.

(3) A person who has been issued a marijuana grow site registration card under this section must display the registration card at the marijuana grow site at all times when marijuana is being produced.

(4) A marijuana grow site registration card must be obtained and posted for each registry identification cardholder for whom marijuana is being produced at a marijuana grow site.

(5) All usable marijuana, plants, seedlings and seeds associated with the production of marijuana for a registry identification cardholder by a person responsible for a marijuana grow site are the property of the registry identification cardholder and must be provided to the registry identification cardholder**, or, if the marijuana is usable marijuana or an immature marijuana plant, transferred to a medical marijuana facility registered under section 2 of this 2013 Act,** upon request.

(6)(a) The authority shall conduct a criminal records check under ORS 181.534 of any person whose name is submitted as a person responsible for a marijuana grow site.

(b) A person convicted of a Class A or Class B felony under ORS 475.752 to 475.920 for the manufacture or delivery of a controlled substance in Schedule I or Schedule II may not be issued a marijuana grow site registration card or produce marijuana for a registry identification cardholder for five years from the date of conviction.

(c) A person convicted more than once of a Class A or Class B felony under ORS 475.752 to 475.920 for the manufacture or delivery of a controlled substance in Schedule I or Schedule II may not be issued a marijuana grow site registration card or produce marijuana for a registry identification cardholder.

(7) A registry identification cardholder or the designated primary caregiver of the cardholder may reimburse the person responsible for a marijuana grow site for the costs of supplies and utilities associated with the production of marijuana for the registry identification cardholder. No other costs associated with the production of marijuana for the registry identification cardholder, including the cost of labor, may be reimbursed.

(8) The authority may adopt rules imposing a fee in an amount established by the authority for registration of a marijuana grow site under this section.

SECTION 5. ORS 475.309 is amended to read:

475.309. (1) Except as provided in ORS 475.316, 475.320 and 475.342, a person engaged in or assisting in the medical use of marijuana is excepted from the criminal laws of the state for possession, delivery or production of marijuana, aiding and abetting another in the possession, delivery or production of marijuana or any other criminal offense in which possession, delivery or production of marijuana is an element if the following conditions have been satisfied:

(a)**(A)** The person holds a registry identification card issued pursuant to this section, has applied for a registry identification card pursuant to subsection (9) of this section, is the designated primary caregiver of the cardholder or applicant, or is the person responsible for a marijuana grow site that is producing marijuana for the cardholder and is registered under ORS 475.304; and

[*(b)*] **(B)** The person who has a debilitating medical condition, the person's primary caregiver and the person responsible for a marijuana grow site that is producing marijuana for the cardholder and is registered under ORS 475.304 are collectively in possession of, delivering or producing marijuana for medical use in amounts allowed under ORS 475.320[.]**; or**

(b) The person is responsible for or employed by a medical marijuana facility registered under section 2 of this 2013 Act and does not commit any of the acts described in this subsection anywhere other than at the medical marijuana facility.

(2) The Oregon Health Authority shall establish and maintain a program for the issuance of registry identification cards to persons who meet the requirements of this section. Except as provided in subsection (3) of this section, the authority shall issue a registry identification card to any person who pays a fee in the amount established by the authority and provides the following:

(a) Valid, written documentation from the person's attending physician stating that the person has been diagnosed with a debilitating medical condition and that the medical use of marijuana may mitigate the symptoms or effects of the person's debilitating medical condition;

(b) The name, address and date of birth of the person;

(c) The name, address and telephone number of the person's attending physician;

(d) The name and address of the person's designated primary caregiver, if the person has designated a primary caregiver at the time of application; and

(e) A written statement that indicates whether the marijuana used by the cardholder will be produced at a location where the cardholder or designated primary caregiver is present or at another location.

(3) The authority shall issue a registry identification card to a person who is under 18 years of age if the person submits the materials required under subsection (2) of this section, and the custodial parent or legal guardian with responsibility for health care decisions for the person under 18 years of age signs a written statement that:

(a) The attending physician of the person under 18 years of age has explained to that person and to the custodial parent or legal guardian with responsibility for health care decisions for the person under 18 years of age the possible risks and benefits of the medical use of marijuana;

(b) The custodial parent or legal guardian with responsibility for health care decisions for the person under 18 years of age consents to the use of marijuana by the person under 18 years of age for medical purposes;

(c) The custodial parent or legal guardian with responsibility for health care decisions for the person under 18 years of age agrees to serve as the designated primary caregiver for the person under 18 years of age; and

(d) The custodial parent or legal guardian with responsibility for health care decisions for the person under 18 years of age agrees to control the acquisition of marijuana and the dosage and frequency of use by the person under 18 years of age.

(4) A person applying for a registry identification card pursuant to this section may submit the information required in this section to a county health department for transmittal to the authority. A county health department that receives the information pursuant to this subsection shall transmit the information to the authority within five days of receipt of the information. Information received by a county health department pursuant to this subsection shall be confidential and not subject to disclosure, except as required to transmit the information to the authority.

(5)(a) The authority shall verify the information contained in an application submitted pursuant to this section and shall approve or deny an application within thirty days of receipt of the application.

(b) In addition to the authority granted to the authority under ORS 475.316 to deny an application, the authority may deny an application for the following reasons:

(A) The applicant did not provide the information required pursuant to this section to establish the applicant's debilitating medical condition and to document the applicant's consultation with an attending physician regarding the medical use of marijuana in connection with such condition, as provided in subsections (2) and (3) of this section;

(B) The authority determines that the information provided was falsified; or

(C) The applicant has been prohibited by a court order from obtaining a registry identification card.

(c) Denial of a registry identification card shall be considered a final authority action, subject to judicial review. Only the person whose application has been denied, or, in the case of a person under the age of 18 years of age whose application has been denied, the person's parent or legal guardian, shall have standing to contest the authority's action.

(d) Any person whose application has been denied may not reapply for six months from the date of the denial, unless so authorized by the authority or a court of competent jurisdiction.

(6)(a) If the authority has verified the information submitted pursuant to subsections (2) and (3) of this section and none of the reasons for denial listed in subsection (5)(b) of this section is applicable, the authority shall issue a serially numbered registry identification card within five days of verification of the information. The registry identification card shall state:

(A) The cardholder's name, address and date of birth;

(B) The date of issuance and expiration date of the registry identification card;

(C) The name and address of the person's designated primary caregiver, if any;

(D) Whether the marijuana used by the cardholder will be produced at a location where the cardholder or designated primary caregiver is present or at another location; and

(E) Any other information that the authority may specify by rule.

(b) When the person to whom the authority has issued a registry identification card pursuant to this section has specified a designated primary caregiver, the authority shall issue an identification card to the designated primary caregiver. The primary caregiver's registry identification card shall contain the information provided in paragraph (a) of this subsection.

(7)(a) A person who possesses a registry identification card shall:

(A) Notify the authority of any change in the person's name, address, attending physician or designated primary caregiver.

(B) If applicable, notify the designated primary caregiver of the cardholder, [*and*] the person responsible for the marijuana grow site that produces marijuana for the cardholder **and any person responsible for a medical marijuana facility that transfers usable marijuana or immature marijuana plants to the cardholder under section 2 of this 2013 Act** of any change in status including, but not limited to:

(i) The assignment of another individual as the designated primary caregiver of the cardholder;

(ii) The assignment of another individual as the person responsible for a marijuana grow site producing marijuana for the cardholder; or

(iii) The end of the eligibility of the cardholder to hold a valid registry identification card.

(C) Annually submit to the authority:

(i) Updated written documentation from the cardholder's attending physician of the person's debilitating medical condition and that the medical use of marijuana may mitigate the symptoms or effects of the person's debilitating medical condition; and

(ii) The name of the person's designated primary caregiver if a primary caregiver has been designated for the upcoming year.

(b) If a person who possesses a registry identification card fails to comply with this subsection, the card shall be deemed expired. If a registry identification card expires, the identification card of any designated primary caregiver of the cardholder shall also expire.

(8)(a) A person who possesses a registry identification card pursuant to this section and who has been diagnosed by the person's attending physician as no longer having a debilitating medical condition or whose attending physician has determined that the medical use of marijuana is contraindicated for the person's debilitating medical condition shall return the registry identification card and any other associated Oregon Medical Marijuana Program cards to the authority within 30 calendar days of notification of the diagnosis or notification of the contraindication.

(b) If, due to circumstances beyond the control of the registry identification cardholder, a cardholder is unable to obtain a second medical opinion about the cardholder's continuing eligibility to use medical marijuana before the 30-day period specified in paragraph (a) of this subsection has expired, the authority may grant the cardholder additional time to obtain a second opinion before requiring the cardholder to return the registry identification card and any associated cards.

(9) A person who has applied for a registry identification card pursuant to this section but whose application has not yet been approved or denied, and who is contacted by any law enforcement officer in connection with the person's administration, possession, delivery or production of marijuana for medical use may provide to the law enforcement officer a copy of the written documentation submitted to the authority pursuant to subsection (2) or (3) of this section and proof of the date of mailing or other transmission of the documentation to the authority. This documentation shall have the same legal effect as a registry identification card until such time as the person receives notification that the application has been approved or denied.

(10)**(a)** A registry identification cardholder has the primary responsibility of notifying the **designated** primary caregiver [*and*]**, the** person responsible for the marijuana grow site that produces marijuana for the cardholder **and any person responsible for a medical marijuana facility that transfers usable marijuana or immature marijuana plants to the cardholder under section 2 of this 2013 Act** of any change in status of the cardholder.

(b) If the authority is notified by the cardholder that a primary caregiver or person responsible for a marijuana grow site has changed, the authority shall notify the primary caregiver or the person responsible for the marijuana grow site by mail at the address of record confirming the change in status and informing the caregiver or person **responsible for the marijuana grow site** that their card is no longer valid and must be returned to the authority.

(11) The authority shall revoke the registry identification card of a cardholder if a court has issued an order that prohibits the cardholder from participating in the medical use of marijuana or otherwise participating in the Oregon Medical Marijuana Program under ORS 475.300 to 475.346. The cardholder shall return the registry identification card to the authority within seven calendar days of notification of the revocation. If the cardholder is a patient, the patient shall return the patient's card and all other associated Oregon Medical Marijuana Program cards.

(12) The authority shall revoke the registration of a medical marijuana facility registered under section 2 of this 2013 Act if a court has issued an order that prohibits the person responsible for the medical marijuana facility from participating in the Oregon Medical Marijuana Program under ORS 475.300 to 475.346.

[*(12)*] **(13)** The authority and employees and agents of the authority acting within the course and scope of their employment are immune from any civil liability that might be incurred or imposed for the performance of or failure to perform duties required by this section.

SECTION 6. ORS 475.320 is amended to read:

475.320. **(1)**(a) A registry identification cardholder or the designated primary caregiver of the cardholder may possess up to six mature marijuana plants and 24 ounces of usable marijuana.

(b) Notwithstanding paragraph (a) of this subsection, if a registry identification cardholder has been convicted of a Class A or Class B felony under ORS 475.752 to 475.920 for the manufacture or delivery of a controlled substance in Schedule I or Schedule II, the registry identification

cardholder or the designated primary caregiver of the cardholder may possess one ounce of usable marijuana at any given time for a period of five years from the date of the conviction.

(2) A person authorized under ORS 475.304 to produce marijuana at a marijuana grow site:

(a) May produce marijuana for and provide marijuana:

(A) To a registry identification cardholder or [*that person's*] **a cardholder's** designated primary caregiver as authorized under this section[.]; **or**

(B) If the marijuana is usable marijuana or an immature marijuana plant and the registry identification cardholder authorizes the person responsible for the marijuana grow site to transfer the usable marijuana or immature marijuana plant to a medical marijuana facility registered under section 2 of this 2013 Act, to the medical marijuana facility.

(b) May possess up to six mature plants and up to 24 ounces of usable marijuana for each cardholder or caregiver for whom marijuana is being produced.

(c) May produce marijuana for no more than four registry identification cardholders or designated primary caregivers concurrently.

(d) Must obtain and display a marijuana grow site registration card issued under ORS 475.304 for each registry identification cardholder or designated primary caregiver for whom marijuana is being produced.

(e) Must provide all marijuana produced for a registry identification cardholder or designated primary caregiver to the cardholder or caregiver at the time the person responsible for a marijuana grow site ceases producing marijuana for the cardholder or caregiver.

(f) Must return the marijuana grow site registration card to the registry identification cardholder to whom the card was issued when requested to do so by the cardholder or when the person responsible for a marijuana grow site ceases producing marijuana for the cardholder or caregiver.

(3) Except as provided in subsections (1) and (2) of this section, a registry identification cardholder, the designated primary caregiver of the cardholder and the person responsible for a marijuana grow site producing marijuana for the registry identification cardholder may possess a combined total of up to six mature plants and 24 ounces of usable marijuana for that registry identification cardholder.

(4)(a) A registry identification cardholder and the designated primary caregiver of the cardholder may possess a combined total of up to 18 marijnana seedlings or starts as defined by rule of the Oregon Health Authority.

(b) A person responsible for a marijuana grow site may possess up to 18 marijuana seedlings or starts as defined by rule of the authority for each registry identification cardholder for whom the person responsible for the marijuana grow site is producing marijuana.

SECTION 7. ORS 475.323 is amended to read:

475.323. (1) Possession of a registry identification card [*or*], designated primary caregiver identification card pursuant to ORS 475.309 **or proof of registration as a medical marijuana facility under section 2 of this 2013 Act** does not alone constitute probable cause to search the person or property of the cardholder or otherwise subject the person or property of the cardholder to inspection by any governmental agency. **However, the Oregon Health Authority may inspect a medical marijuana facility registered under section 2 of this 2013 Act at any reasonable time to determine whether the facility is in compliance with ORS 475.300 to 475.346.**

(2) Any property interest possessed, owned or used in connection with the medical use of marijuana or acts incidental to the medical use of marijuana that has been seized by state or local law enforcement officers may not be harmed, neglected, injured or destroyed while in the possession of any law enforcement agency. A law enforcement agency has no responsibility to maintain live marijuana plants lawfully seized. No such property interest may be forfeited under any provision of law providing for the forfeiture of property other than as a sentence imposed after conviction of a criminal offense. Usable marijuana and paraphernalia used to administer marijuana that was seized by any law enforcement office shall be returned immediately upon a determination by the district attorney in whose county the property was seized, or the district attorney's designee, that the per-

son from whom the marijuana or paraphernalia used to administer marijuana was seized is entitled to the protections contained in ORS 475.300 to 475.346. The determination may be evidenced, for example, by a decision not to prosecute, the dismissal of charges or acquittal.

SECTION 8. ORS 475.331 is amended to read:

475.331. (1)(a) The Oregon Health Authority shall create and maintain a list of the persons to whom the authority has issued registry identification cards, the names of any designated primary [*caregivers and the addresses of authorized marijuana grow sites.*] **caregivers, the names of persons responsible for a medical marijuana facility registered under section 2 of this 2013 Act, the addresses of authorized marijuana grow sites and the addresses of registered medical marijuana facilities.** Except as provided in subsection (2) of this section, the list shall be confidential and not subject to public disclosure.

(b) The authority shall develop a system by which authorized employees of state and local law enforcement agencies may verify at all times that: [*a person is a lawful possessor of a registry identification card or the designated primary caregiver of a lawful possessor of a registry identification card or that a location is an authorized marijuana grow site.*]

(A) A person is a lawful possessor of a registry identification card;

(B) A person is the designated primary caregiver of a lawful possessor of a registry identification card;

(C) A location is an authorized marijuana grow site;

(D) A location is a registered medical marijuana facility; or

(E) A person is the person listed as the person responsible for a registered medical marijuana facility.

(2) Names and other identifying information from the list established pursuant to snbsection (1) of this section may be released to:

(a) Authorized employees of the authority as necessary to perform official duties of the authority.[*; and*]

(b) Anthorized employees of state or local law enforcement agencies, **who provide to the authority adequate identification, such as a badge number or similar authentication of authority,** only as necessary to verify that: [*a person is a lawful possessor of a registry identification card or the designated primary caregiver of a lawful possessor of a registry identification card or that a location is an authorized marijuana grow site. Prior to being provided identifying information from the list, authorized employees of state or local law enforcement agencies shall provide to the authority adequate identification, such as a badge number or similar authentication of authority.*]

(A) A person is a lawful possessor of a registry identification card;

(B) A person is the designated primary caregiver of a lawful possessor of a registry identification card;

(C) A location is an authorized marijuana grow site;

(D) A location is a registered medical marijuana facility; or

(E) A person is the person listed as the person responsible for a registered medical marijuana facility.

(3) Authorized employees of state or local law enforcement agencies that obtain identifying information from the list as anthorized under this section may not release or use the information for any purpose other than verification that: [*a person is a lawful possessor of a registry identification card or the designated primary caregiver of a lawful possessor of a registry identification card or that a location is an authorized marijuana grow site.*]

(a) A person is a lawful possessor of a registry identification card;

(b) A person is the designated primary caregiver of a lawful possessor of a registry identification card;

(c) A location is an authorized marijuana grow site;

(d) A location is a registered medical marijuana facility; or

(e) A person is the person listed as the person responsible for a registered medical marijuana facility.

SECTION 9. (1) Sections 1 and 2 of this 2013 Act and the amendments to ORS 475.302, 475.304, 475.309, 475.320, 475.323 and 475.331 by sections 3 to 8 of this 2013 Act become operative on March 1, 2014.

(2) The Oregon Health Authority may take any action before the operative date specified in subsection (1) of this section to enable the authority to exercise, on and after the operative date specified in subsection (1) of this section, all of the duties, functions and powers conferred on the authority by sections 1 and 2 of this 2013 Act and the amendments to ORS 475.302, 475.304, 475.309, 475.320, 475.323 and 475.331 by sections 3 to 8 of this 2013 Act.

SECTION 10. Notwithstanding any other law limiting expenditures, the amount of $803,276 is established for the biennium beginning July 1, 2013, as the maximum limit for payment of expenses from fees, moneys or other revenues, including Miscellaneous Receipts, but excluding lottery funds and federal funds, collected or received by the Oregon Health Authority for administrative and operating expenses incurred in implementing section 2 of this 2013 Act and the amendments to ORS 475.302, 475.304, 475.309, 475.320, 475.323 and 475.331 by sections 3 to 8 of this 2013 Act.

SECTION 11. This 2013 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2013 Act takes effect on its passage.

Passed by House June 24, 2013

Repassed by House July 6, 2013

.....
Ramona J. Line, Chief Clerk of House

.....
Tina Kotek, Speaker of House

Passed by Senate July 3, 2013

.....
Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2013

Approved:

.....M.,....., 2013

.....
John Kitzhaber, Governor

Filed in Office of Secretary of State:

.....M.,....., 2013

.....
Kate Brown, Secretary of State

Exhibit C-1
3/24/15 Council Mtg. – Item #4

Drug harms in the UK: a multicriteria decision analysis

David J Nutt, Leslie A King, Lawrence D Phillips, on behalf of the Independent Scientific Committee on Drugs

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See Comment page 1524

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Summary

Background Proper assessment of the harms caused by the misuse of drugs can inform policy makers in health, policing, and social care. We aimed to apply multicriteria decision analysis (MCDA) modelling to a range of drug harms in the UK.

Method Members of the Independent Scientific Committee on Drugs, including two invited specialists, met in a 1-day interactive workshop to score 20 drugs on 16 criteria: nine related to the harms that a drug produces in the individual and seven to the harms to others. Drugs were scored out of 100 points, and the criteria were weighted to indicate their relative importance.

Findings MCDA modelling showed that heroin, crack cocaine, and metamfetamine were the most harmful drugs to individuals (part scores 34, 37, and 32, respectively), whereas alcohol, heroin, and crack cocaine were the most harmful to others (46, 21, and 17, respectively). Overall, alcohol was the most harmful drug (overall harm score 72), with heroin (55) and crack cocaine (54) in second and third places.

Interpretation These findings lend support to previous work assessing drug harms, and show how the improved scoring and weighting approach of MCDA increases the differentiation between the most and least harmful drugs. However, the findings correlate poorly with present UK drug classification, which is not based simply on considerations of harm.

Funding Centre for Crime and Justice Studies (UK).

Introduction

Drugs including alcohol and tobacco products are a major cause of harms to individuals and society. For this reason, some drugs are scheduled under the United Nations 1961 Single Convention on Narcotic Drugs and the 1971 Convention on Psychotropic Substances. These controls are represented in UK domestic legislation by the 1971 Misuse of Drugs Act (as amended). Other drugs, notably alcohol and tobacco, are regulated by taxation, sales, and restrictions on the age of purchase. Newly available drugs such as mephedrone (4-methylmethcathinone) have recently been made illegal in the UK on the basis of concerns about their harms, and the law on other drugs, particularly cannabis, has been toughened because of similar concerns.

To provide better guidance to policy makers in health, policing, and social care, the harms that drugs cause need to be properly assessed. This task is not easy because of the wide range of ways in which drugs can cause harm. An attempt to do this assessment engaged experts to score each drug according to nine criteria of harm, ranging from the intrinsic harms of the drugs to social and health-care costs.[1] This analysis provoked major interest and public debate, although it raised concerns about the choice of the nine criteria and the absence of any differential weighting of them.[2]

For more on the Independent Scientific Committee on Drugs see: http://www.drugscience.org.uk

To rectify these drawbacks we undertook a review of drug harms with the multicriteria decision analysis (MCDA) approach.[3] This technology has been used successfully to lend support to decision makers facing complex issues characterised by many, conflicting objectives—eg, appraisal of policies for disposal of nuclear waste.[4] In June, 2010, we developed the multicriteria model during a decision conference,[5] which is a facilitated workshop attended by key players, experts, and specialists who work together to create the model and provide the data and judgment inputs.

Methods

Study design

The analysis was undertaken in a two-stage process. The choice of harm criteria was made during a special meeting in 2009 of the UK Advisory Council on the Misuse of Drugs (ACMD), which was convened for this purpose. At this meeting, from first principles and with the MCDA approach, members identified 16 harm criteria (figure 1). Nine relate to the harms that a drug produces in the individual and seven to the harms to others both in the UK and overseas. These harms are clustered into five subgroups representing physical, psychological, and social harms. The extent of individual harm is shown by the criteria listed as to users, whereas most criteria listed as to others take account indirectly of the numbers of users. An ACMD report explains the process of developing this model.[6]

In June, 2010, a meeting under the auspices of the Independent Scientific Committee on Drugs (ISCD)—a new organisation of drug experts independent of government interference—was convened to develop the MCDA model and assess scores for 20 representative drugs that are relevant to the UK and which span the range of potential harms and extent of use. The expert group was formed from the ISCD expert committee plus two external experts with specialist knowledge of

legal highs (webappendix). Their experience was extensive, spanning both personal and social aspects of drug harm, and many had substantial research expertise in addiction. All provided independent advice and no conflicts of interest were declared. The meeting's facilitator was an independent specialist in decision analysis modelling. He applied methods and techniques that enable groups to work effectively as a team, enhancing their capability to perform,[7] thereby improving the accuracy of individual judgments. The group scored each drug on each harm criterion in an open discussion and then assessed the relative importance of the criteria within each cluster and across clusters. They also reviewed the criteria and the definitions developed by the ACMD. This method resulted in a common unit of harm across all the criteria, from which a new analysis of relative drugs harms was achieved. Very slight revisions of the definitions were adopted, and panel 1 shows the final version.

Scoring of the drugs on the criteria

Drugs were scored with points out of 100, with 100 assigned to the most harmful drug on a specific criterion. Zero indicated no harm. Weighting subsequently compares the drugs that scored 100 across all the criteria, thereby expressing the judgment that some drugs scoring 100 are more harmful than others.

In scaling of the drugs, care is needed to ensure that each successive point on the scale represents equal increments of harm. Thus, if a drug is scored at 50, then it should be half as harmful as the drug that scored 100. Because zero represents no harm, this scale can be regarded as a ratio scale, which helps with interpretation of weighted averages of several scales. The group scored the drugs on all the criteria during the decision conference.

Consistency checking is an essential part of proper scoring, since it helps to minimise bias in the scores and encourages realism in scoring. Even more important is the discussion of the group, since scores are often changed from those originally suggested as participants share their different experiences and revise their views. Both during scoring and after all drugs have been scored on a criterion, it is important to look at the relativities of the scores to see whether there are any obvious discrepancies.

Weighting of the criteria

Some criteria are more important expressions of harm than are others. More precision is needed, within the context of MCDA, to enable the assessment of weights on the criteria. To ensure that assessed weights are meaningful, the concept of swing weighting is applied. The purpose of weighting in MCDA is to ensure that the units of harm on the different preference scales are equivalent, thus enabling weighted scores to be compared and combined across the criteria. Weights are, essentially, scale factors.

MCDA distinguishes between facts and value judgments about the facts. On the one hand, harm expresses a level of damage. Value, on the other hand, indicates how much that level of damage matters in a particular context. Because context can affect assessments of value, one set of criterion weights for a particular context might not be satisfactory for decision making in another context. It follows then, that two stages have to be considered. First, the added harm going from no harm to the level of harm represented by a score of 100 should be considered—ie, a straightforward assessment of a difference in harm. The next step is to think about how much that difference in harm matters in a specific context. The question posed to the group in comparing the swing in harm from 0 to 100 on one scale with the swing from 0 to 100 on another scale was: "How big is the difference in harm and how much do you care about that difference?"

During the decision conference participants assessed weights within each cluster of criteria. The criterion within a cluster judged to be associated with the largest swing weight was assigned an arbitrary score of 100. Then, each swing on the remaining criteria in the cluster was judged by the group compared with the 100 score, in terms of a ratio. For example, in the cluster of four criteria under the category physical harm to users, the swing weight for drug-related mortality was judged to be the largest difference of the four, so it was given a weight of 100. The group judged the next largest swing in harm to be in drug-specific

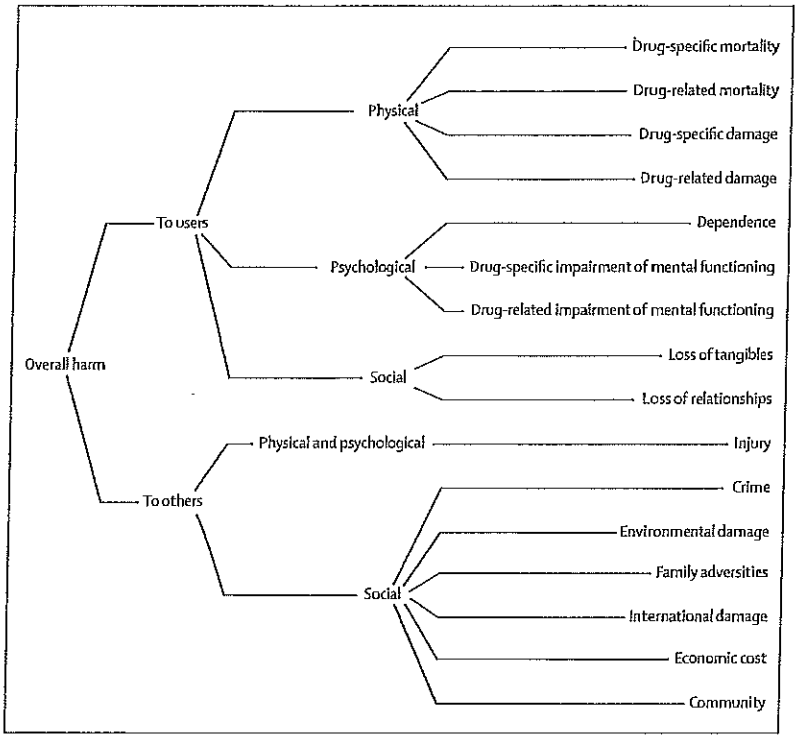

Figure 1: Evaluation criteria organised by harms to users and harms to others, and clustered under physical, psychological, and social effects

See Online for webappendix

Panel 1: Evaluation criteria and their definitions

Drug-specific mortality
Intrinsic lethality of the drug expressed as ratio of lethal dose and standard dose (for adults)

Drug-related mortality
The extent to which life is shortened by the use of the drug (excludes drug-specific mortality)—eg, road traffic accidents, lung cancers, HIV, suicide

Drug-specific damage
Drug-specific damage to physical health—eg, cirrhosis, seizures, strokes, cardiomyopathy, stomach ulcers

Drug-related damage
Drug-related damage to physical health, including consequences of, for example, sexual unwanted activities and self-harm, blood-borne viruses, emphysema, and damage from cutting agents

Dependence
The extent to which a drug creates a propensity or urge to continue to use despite adverse consequences (ICD 10 or DSM IV)

Drug-specific impairment of mental functioning
Drug-specific impairment of mental functioning—eg, amfetamine-induced psychosis, ketamine intoxication

Drug-related impairment of mental functioning
Drug-related impairment of mental functioning—eg, mood disorders secondary to drug-user's lifestyle or drug use

Loss of tangibles
Extent of loss of tangible things (eg, income, housing, job, educational achievements, criminal record, imprisonment)

Loss of relationships
Extent of loss of relationship with family and friends

Injury
Extent to which the use of a drug increases the chance of injuries to others both directly and indirectly—eg, violence (including domestic violence), traffic accident, fetal harm, drug waste, secondary transmission of blood-borne viruses

(Continues in next column)

(Continued from previous column)

Crime
Extent to which the use of a drug involves or leads to an increase in volume of acquisitive crime (beyond the use-of-drug act) directly or indirectly (at the population level, not the individual level)

Environmental damage
Extent to which the use and production of a drug causes environmental damage locally—eg, toxic waste from amfetamine factories, discarded needles

Family adversities
Extent to which the use of a drug causes family adversities—eg, family breakdown, economic wellbeing, emotional wellbeing, future prospects of children, child neglect

International damage
Extent to which the use of a drug in the UK contributes to damage internationally—eg, deforestation, destabilisation of countries, international crime, new markets

Economic cost
Extent to which the use of a drug causes direct costs to the country (eg, health care, police, prisons, social services, customs, insurance, crime) and indirect costs (eg, loss of productivity, absenteeism)

Community
Extent to which the use of a drug creates decline in social cohesion and decline in the reputation of the community

ICD 10=International Classification of Diseases, tenth revision. DSM IV=Diagnostic and Statistical Manual of Mental Disorders, fourth revision.

For more on Hiview see http://www.catalyze.co.uk

mortality, which was 80% as great as for drug-related mortality, so it was given a weight of 80. Thus, the computer multiplied the scores for all the drugs on the drug-related mortality scale by 0·8, with the result that the weighted harm of heroin on this scale became 80 as compared with heroin's score of 100 on drug-specific mortality. Next, the 100-weighted swings in each cluster were compared with each other, with the most harmful drug on the most harmful criterion to users compared with the most harmful drug on the most harmful criterion to others. The result of assessing these weights was that the units of harm on all scales were equated. A final normalisation preserved the ratios of all weights, but ensured that the weights on the criteria summed to 1·0. The weighting process enabled harm scores to be combined within any grouping simply by adding their weighted scores. Dodgson and colleagues[3] provide further guidance on swing weighting. Scores and weights were input to the Hiview computer program, which calculated the weighted scores, provided displays of the results, and enabled sensitivity analyses to be done.

Role of the funding source
The sponsor of the study had no role in study design, data collection, data analysis, data interpretation, or writing of the report. All authors had full access to all the data in the study, and had final responsibility for the decision to submit for publication.

Results
Figure 1 shows the 16 identified harm criteria. Figure 2 shows the total harm score for all the drugs and the part-score contributions to the total from the subgroups of harms to users and harms to others. The most harmful drugs to users were heroin (part score 34), crack cocaine

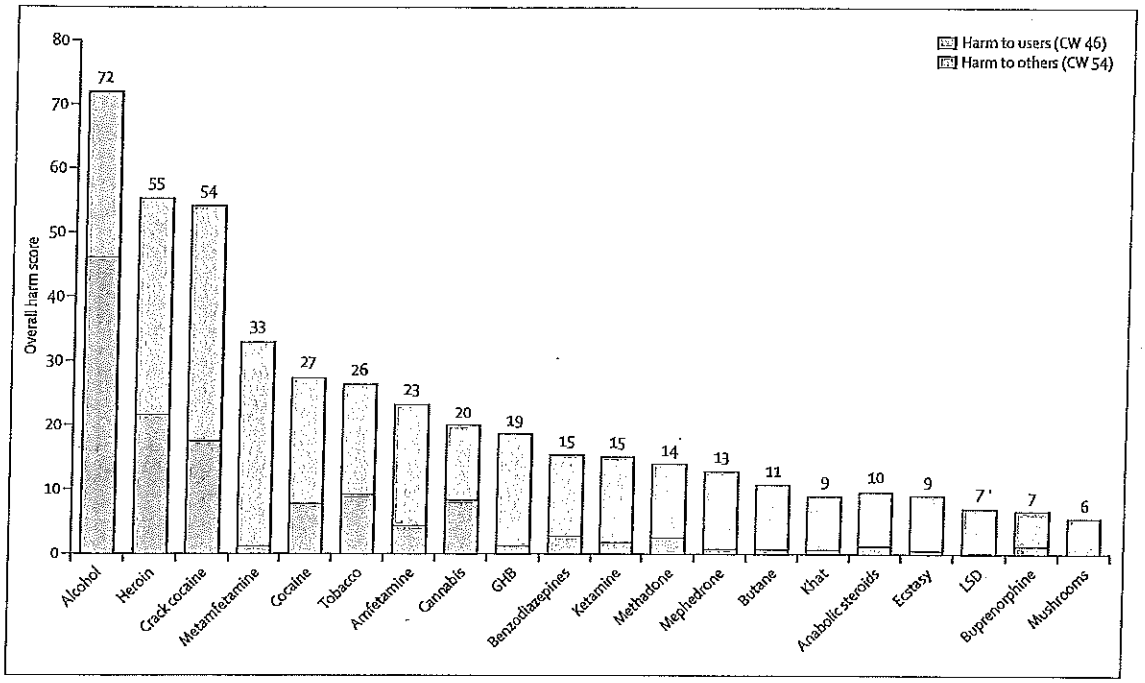

Figure 2: Drugs ordered by their overall harm scores, showing the separate contributions to the overall scores of harms to users and harm to others
The weights after normalisation (0–100) are shown in the key (cumulative in the sense of the sum of all the normalised weights for all the criteria to users, 46; and for all the criteria to others, 54). CW=cumulative weight. GHB=γ hydroxybutyric acid. LSD=lysergic acid diethylamide.

(37), and metamfetamine (32), whereas the most harmful to others were alcohol (46), crack cocaine (17), and heroin (21). When the two part-scores were combined, alcohol was the most harmful drug followed by heroin and crack cocaine (figure 2).

Another instructive display is to look at the results separately for harm to users and to others, but in a two-dimensional graph so that the relative contribution to these two types of harm can be seen clearly (figure 3). The most harmful drug to others was alcohol by a wide margin, whereas the most harmful drug to users was crack cocaine followed closely by heroin. Metamfetamine was next most harmful to users, but it was of little comparative harm to others. All the remaining drugs were less harmful either to users or to others, or both, than were alcohol, heroin, and crack cocaine (figure 3). Because this display shows the two axes before weighting, a score on one cannot be compared with a score on the other, without knowing their relative scale constants.

Figure 4 shows the contributions that the part scores make on each criterion to the total score of each drug. Alcohol, with an overall score of 72, was judged to be most harmful, followed by heroin at 55, then crack cocaine with a score of 54. Only eight drugs scored, overall, 20 points or more. Drug-specific mortality was a substantial contributor to five of the drugs (alcohol, heroin, γ hydroxybutyric acid [GHB], methadone, and butane), whereas economic cost contributed heavily to alcohol, heroin, tobacco, and cannabis.

Discussion

The results from this MCDA analysis show the harms of a range of drugs in the UK. Our findings lend support to the conclusions of the earlier nine-criteria analysis undertaken by UK experts[1] and the output of the Dutch addiction medicine expert group.[8] The Pearson correlation coefficient between Nutt and colleagues' 2007 study[1] and the new analysis presented here for the 15 drugs common to both studies is 0·70. One reason for a less-than-perfect correlation is that the scores from Nutt and colleagues' previous study were based on four-point ratings (0=no risk, 1=some risk, 2=moderate risk, and 3=extreme risk). The ISCD scoring process was based on 0–100 ratio scales, so they contain more information than the ratings do.

Throughout Nutt and colleagues' 2007 paper, harm and risk are used interchangeably, but in the ISCD work, risk was not considered because it is susceptible to varying interpretations. For example, the British Medical Association defines risk as the probability that something unpleasant will happen.[9] Thus, assessors from Nutt and colleagues' 2007 work might have interpreted their rating task differently from the scoring task of the ISCD experts. Furthermore, in Nutt and co-workers' 2007 study, ratings were simply averaged across the nine criteria (called parameters in the report), three each for physical harm, dependence, and social harms, whereas differential weights were applied to the criteria in this ISCD study, as is shown in the key of

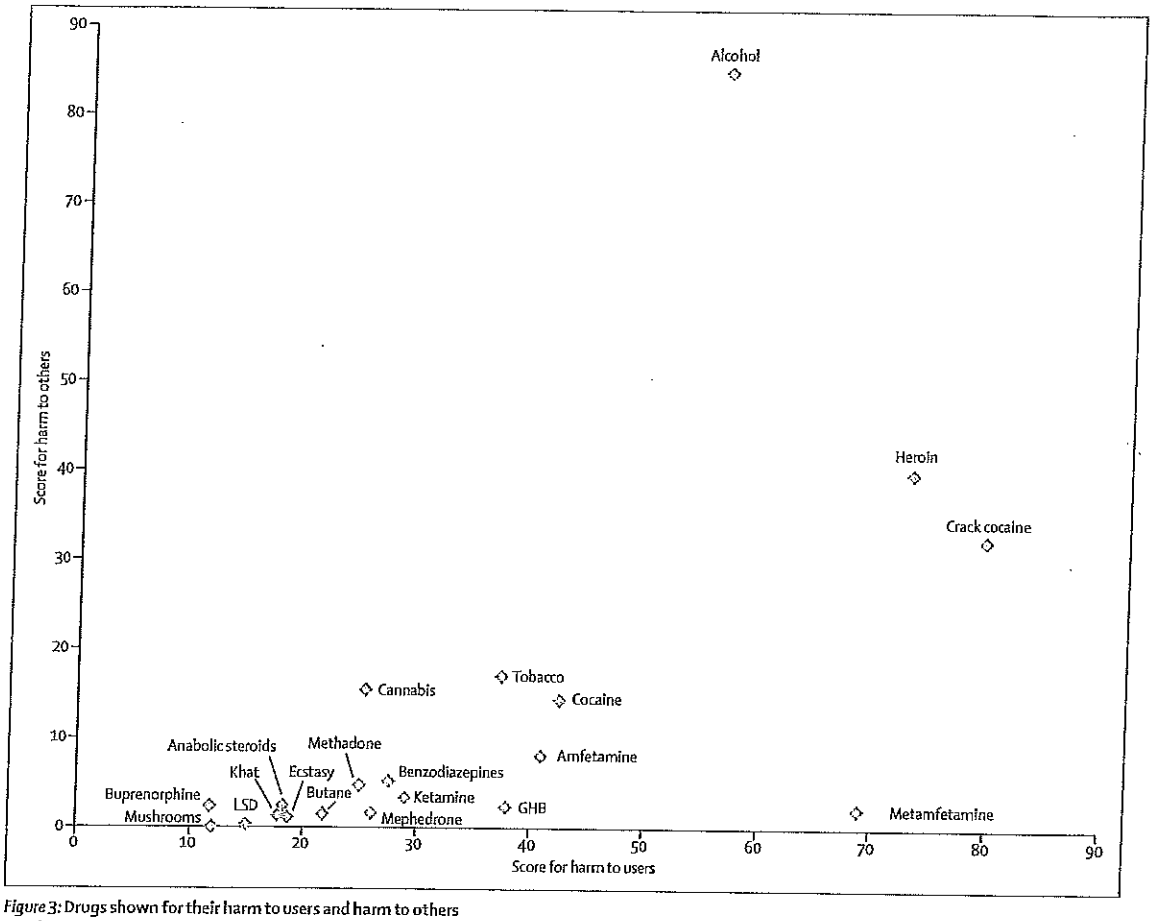

Figure 3: Drugs shown for their harm to users and harm to others
LSD=lysergic acid diethylamide. GHB=γ hydroxybutyric acid.

figure 4. Despite these many differences between the two studies, there is some degree of linear association between both sets of data.

The correlations between the Dutch addiction medicine expert group[2] and ISCD results are higher: 0·80 for individual total scores and 0·84 for population total scores. As with Nutt and colleagues' 2007 study, the Dutch experts applied four-point rating scales to 19 drugs. However, they used five criteria: acute toxicity, chronic toxicity, addictive potency, social harm at individual level, and social harm at population level. Simple averages produced two overall mean harm ratings, one each for individuals and for populations. The probable explanation for the greater correlation between the ISCD and Dutch data lies in the greater relative ranges of the overall results than in Nutt and co-workers' 2007 study. The highest and lowest overall harm scores in the ISCD study are 72 for alcohol and 5 for mushrooms, which is a ratio of about 14:1; whereas in Nutt and colleagues' study it was a ratio of just over 3:1, from 2·5 for heroin to 0·8 for khat. The highest and lowest scores for the Dutch individual ratings were 2·63 for crack cocaine and 0·40 for mushrooms, which is a ratio of 6·6:1; and for the population ratings 2·41 for crack cocaine and 0·31 for mushrooms, which is a ratio of 7·8:1. The ratio scaling in the ISCD study spanned a wider range, making the three most harmful drugs—alcohol, heroin, and crack cocaine—much more harmful relative to the other drugs than can be expressed with rating scales, so that additional information stretched the scatterplot in one dimension, making it seem more linear. Additionally, because the Dutch scale attributes only a quarter of the scores to social factors, whereas in the ISCD scoring these factors comprise nearly half of the scores (seven of 16 criteria), drugs such as alcohol which have a major effect will rank more highly in the ISCD analysis, with tobacco ranked lower because its harms are mainly personal.

The correlations between the ISCD overall scores and the present classification of drugs based on revisions to the UK Misuse of Drugs Act (1971) is 0·04, showing that there is effectively no relation. The ISCD scores lend support to the widely accepted view[10,11] that alcohol is an extremely harmful drug, both to users and society; it scored fourth on harms to users and top for harms to society, making it the most harmful drug overall. Even in terms of toxic effects alone, Gable[12] has shown that, on the basis of a safety ratio, alcohol is more lethal than many

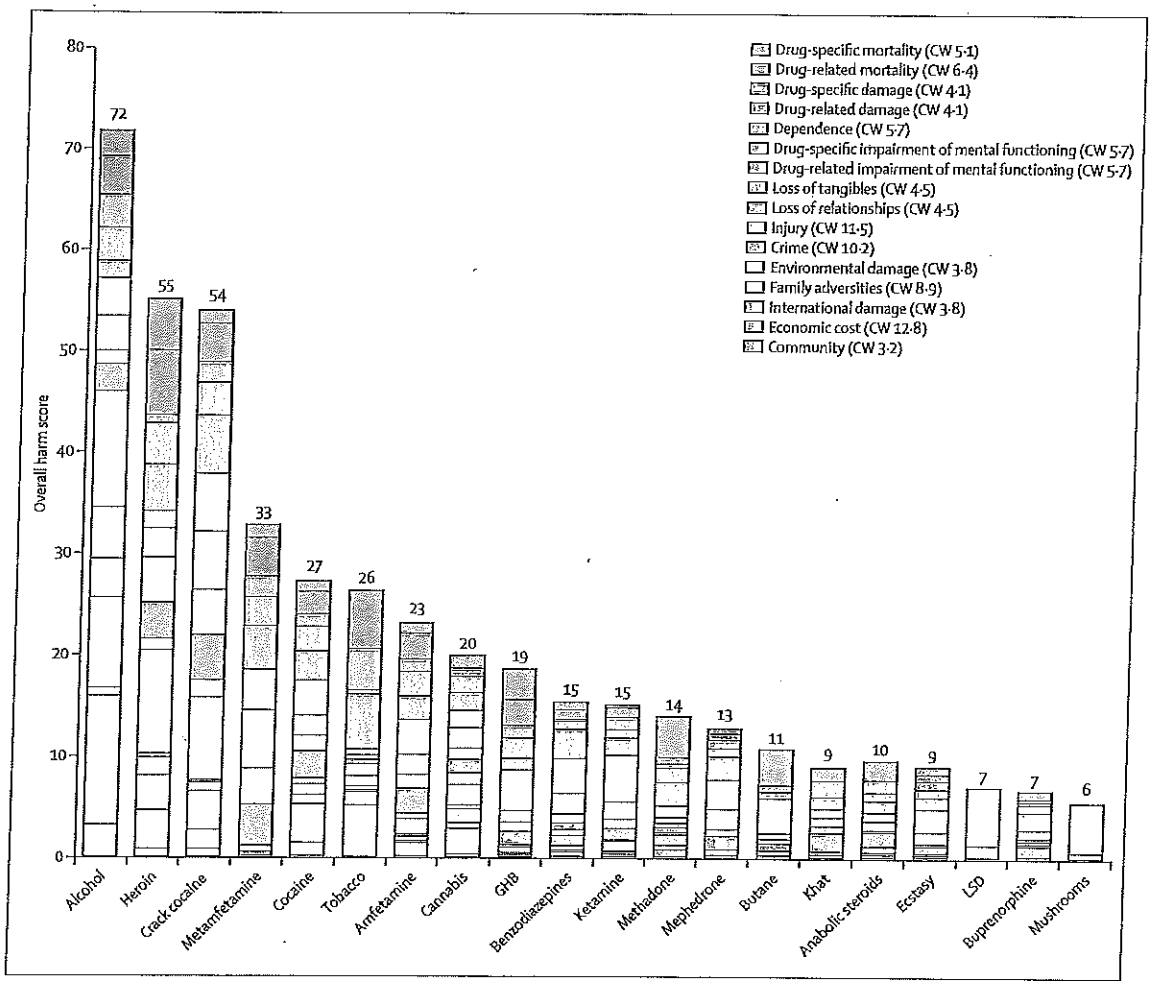

Figure 4: Overall weighted scores for each of the drugs
The coloured bars indicate the part scores for each of the criteria. The key shows the normalised weight for each criterion. A higher weight indicates a larger difference between the most harmful drug on the criterion and no harm. CW=cumulative weight. GHB=γ hydroxybutyric acid. LSD=lysergic acid diethylamide.

illicit drugs, such as cannabis, lysergic acid diethylamide (LSD), and mushrooms.

The MCDA process provides a powerful means to deal with complex issues that drug misuse presents. The expert panel's scores within one criterion can be to some extent validated by reference to published work. For example, we compared the 12 substances in common between this study and those in Gable's study,[12] who for 20 substances identified a safety ratio—the ratio of an acute lethal dose to the dose commonly used for non-medical purposes. The $\log_{10}$ of that ratio shows a correlation of 0·66 with the ISCD scores on the criterion drug-specific mortality, providing some evidence of validity of the ISCD input scores.

We also investigated drug-specific mortality estimates in studies of human beings.[13] These estimates show a strong correlation with the group input scores: the mean fatality statistics from 2003 to 2007 for five substances (heroin, cocaine, amfetamines, MDMA/ecstasy, and cannabis) show correlations with the ISCD lethality scores of 0·98 and 0·99, for which the substances recorded on the death certificates were among other mentions or sole mentions, respectively.

A comparison of the ICSD experts' ratings on the dependence criterion with lifetime dependence reported in the US survey by Anthony and co-workers[14] showed a correlation of 0·95 for the five drugs—tobacco, alcohol, cannabis, cocaine, and heroin—that were investigated in both studies, showing the validity of the MCDA input scores for those substances.

Drug-specific and drug-related harms for some drugs can be estimated from health data and other data that show alcohol, heroin, and crack cocaine as having much larger effects than other drugs.[15] Social harms are harder to ascertain, although estimates based on road traffic and other accidents at home, drug-related violence,[16] and costs to economies in provider countries (eg, Colombia, Afghanistan, and Mexico)[17] have been estimated. Police

Panel 2: Research in context

Systematic review

We analysed the data obtained from a multicriteria decision analysis (MCDA) conference on drug harms. The harms were assessed according to a new set of 16 criteria developed by the Advisory Council on the Misuse of Drugs (the UK Government committee on drug misuse). A panel of drug-harm experts was convened to establish scores for 20 representative drugs that are relevant to the UK and which span the range of potential harms and extent of use. Participants scored the relative harms of each drug on each of 16 criteria, and then assessed criterion weights to ensure that units of harm were equivalent across all criteria. Calculation of weighted scores provided a composite score on two dimensions, harm to the individual and harm to society, and an overall weighted harm score.

Interpretation

These findings lend support to earlier work from both UK and Dutch expert committees on assessment of drug harms, and show how the improved scoring and weighting approach of MCDA increases the differentiation between the most and least harmful drugs. On the basis of these data it is clear that the present UK drug classification system is not simply based on considerations of harm.

records lend support to the effect of drug dealing on communities and of alcohol-related crime.[18] However, data are not available for many of the criteria, so the expert group approach is the best we can provide. The many high correlations (of our overall results with those of the Dutch addiction medicine expert group, and of some of our input scores with objective data) provide some evidence of the validity of our results.

The issue of the weightings is crucial since they affect the overall scores. The weighting process is necessarily based on judgment, so it is best done by a group of experts working to consensus. Although the assessed weights can be made public, they cannot be cross-validated with objective data. However, the effect of varying the weightings can be explored in the computer program through sensitivity analysis. For example, we noted that it would be necessary to increase the weight on drug-specific mortality or on drug-related mortality by more than 15 of 100 points before heroin displaced alcohol in first position of overall harm. A similarly large change in the weight on drug-specific damage would be needed, from about 4% to slightly more than 70%, for tobacco to displace alcohol at first position. And an increase in the weight on harm to users from 46% to nearly 70% would be necessary for crack cocaine to achieve the overall most harmful position. Extensive sensitivity analyses on the weights showed that this model is very stable; large changes, or combinations of modest changes, are needed to drive substantial shifts in the overall rankings of the drugs. Future work will explore these weightings with use of other groups—both expert panels and those from the general public.

Limitations of this approach include the fact that we scored only harms. All drugs have some benefits to the user, at least initially, otherwise they would not be used, but this effect might attenuate over time with tolerance and withdrawal. Some drugs such as alcohol and tobacco have commercial benefits to society in terms of providing work and tax, which to some extent offset the harms and, although less easy to measure, is also true of production and dealing in illegal drugs.[19] Many of the harms of drugs are affected by their availability and legal status, which varies across countries, so our results are not necessarily applicable to countries with very different legal and cultural attitudes to drugs. Ideally, a model needs to distinguish between the harms resulting directly from drug use and those resulting from the control system for that drug. Furthermore, they do not relate to drugs when used for prescription purposes. Other issues to explore further include building into the model an assessment of polydrug use, and the effect of different routes of ingestion, patterns of use, and context.[20] Finally, we should note that a low score in our assessment does not mean the drug is not harmful, since all drugs can be harmful under specific circumstances.

In conclusion, we have used MCDA to analyse the harms of a range of drugs in relation to the UK (panel 2). Our findings lend support to previous work in the UK and the Netherlands, confirming that the present drug classification systems have little relation to the evidence of harm. They also accord with the conclusions of previous expert reports[13,18] that aggressively targeting alcohol harms is a valid and necessary public health strategy.

Contributors

DJN designed and participated in the study. LAK participated in the study. LDP participated in the running of the study and analysed data. All authors wrote the report and responded to referees' comments.

Conflicts of interest

DJN and LAK received travel expenses to attend the decision conference meeting. LAK is a consultant to the Department of Health and the EMCDDA. LDP is a director of Facilitations Limited, which paid him a consulting fee because it was the company engaged by the Centre for Crime and Justice Studies to run the study and analyse the data.

Acknowledgments

This study is funded by the Centre for Crime and Justice Studies (UK). Yuji Wu assisted with some of the data analyses.

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PAUL WILCOX
2/25/15

Exhibit C-2
3/24/15 Council Mtg. – Item #4

I have been following the planning commission's activities online for the last few months, and it appears to me that one of the goals has been to reduce or eliminate impediments to development or business. However, in the case of this particular type of business, the commission is putting up roadblocks, not just figuratively but actual physical lines that cannot be crossed.

Issues brought before the planning commission usually involve three parties before reaching final resolution, the applicant, the planning commission, and final approval by the city council. City staff may provide research and recommendations, but are not directly involved in the final decision. In the case of enhanced restrictions on the locating of medical marijuana dispensaries, there was no specific applicant that I am aware of. The source appears to be the Council itself, as indicated in this Council communication quote by Mayor Daoust at the Dec. 9, 2014 regular Council meeting. This is taken verbatim from the video recording and differs somewhat from the published meeting minutes.

INSERT QUOTE: "Some people recently read in the paper today that there's some partners looking at obtaining a business license and looking into leasing the Marco Polo storefront for a medical marijuana store. We're going to be working on code amendments. That goes to the planning commission first, so the planning commission will deal with some code amendments, one of which may be a thousand feet from parks, you know, those kind of things, and Mayor's Square is a park. And then if we come to the City Council before the moratorium is lifted in May. So we have a series of processes that we need to go through before that could be approved and go forward, and I know some of the business owners, as the woman that came tonight, are very concerned about that, and we hear them."

The commission is proposing that medical marijuana dispensaries be restricted to the GC, LI, and GI zones, although additional zones are allowed by the state according to the staff report. MMDs have apparently been excluded from the CBD as a result of the parks distance limitation, not the state-mandated school distance limitation. There has also been new language added recently, which applies the 1,000 foot buffer to "public spaces" as well. Since the restrictions specify that MMDs must be a certain distance from parks and public spaces, it seems reasonable to expect that "park" and "public space" should be defined in the development code. I find neither. As an example of why "park" needs to be defined, I would offer the example of Mill Ends Park in Portland. For anyone not familiar with Mill Ends Park, it's known as the smallest park in the world, and is essentially a concrete planter in the median of Naito Parkway on the Portland waterfront. It is a legal and official city of Portland park. As far as the definition of "public space", I have no idea what is meant by that. The term could apply to smokers gathered on the sidewalk in front of Plaid Pantry or riders waiting at a bus stop. Also, if "public space" is being used to expand the area of restriction still further beyond schools and parks, there should be a corresponding map provided by the Planning Dept., and of course,

these public spaces would have to be identified. If the concern is that Mayor's Square might not be classified as a park, I don't think that's a problem. It is listed officially as a park with the Parks Dept. I'd also point out that there happens to be an existing MMD at Powell and 162nd in Portland, practically at the entrance to Powell Butte Nature Preserve, so obviously Portland didn't institute a parks buffer zone.

The restrictions on MMDs also include requiring that they be "conditional" uses, which is defined as "All uses permitted conditionally are in possession of unique and special characteristics as to make impractical their being permitted outright." It seems to me that there should be an obligation to explain and describe why a particular use request would have that restriction applied. Child care and kindergartens are conditional uses in three of the industrial zones. It's hard to imagine what the potential negative impacts of those would be in those areas.

I assume that the CBD has been ruled out on the basis of the fact that Mayor's Square, a public park, is in the heart of that zone. There has not been sufficient explanation as to why the state-mandated 1,000 feet from primary and secondary schools is not adequately restrictive. The planning code, in some cases, gets quite specific as to what businesses are permitted in the CBD, and does include pharmacies. How would the commission differentiate a MMD from a traditional pharmacy, or an herbal shop? Both pharmacies and MMDs require a physician's referral or prescription, and MM requires a $200.00 application fee in addition to obtaining a medical marijuana patient ID card. For those not familiar with the conditions approved by the Oregon Health Authority to be treated with medical marijuana, the list is the following:

<u>Any documented and diagnosed condition that causes:</u>

Severe pain, severe nausea, muscle spasms

<u>Any of the following conditions:</u>

Glaucoma, cancer, HIV/AIDS, Alzheimer's, Multiple Sclerosis, Parkinson's, Movement disorders, Cachexia (wasting syndrome), Seizures, Epilepsy, Fibromyalgia, Degenerative Disc Disease, PTSD

I would also point out that the Oregon Pharmacy Board has reclassified marijuana as a Schedule II controlled substance, although it remains Schedule I under Federal regulations.

Other businesses expressly permitted in the CBD are taverns, restaurants serving alcohol, and gun shops. There is also a catch-all phrase, expressed as "Personal service, but not limited to". I assume that the tattoo and body piercing parlor would fall into this general category. I'd like to point out that in the past tattoo parlors were only found in the part of town where sailors on

shore leave congregated, but now are completely mainstream. It sometimes seems that a non-tattooed young person is the exception in Portland.

How does a medical marijuana customer pose a public threat by stopping by to purchase medical marijuana to address the symptoms of any of the various medical conditions that medical marijuana has been demonstrated to alleviate? Can one realistically argue that these patients would be more likely to disturb park visitors than a potentially inebriated patron of a local tavern or restaurant where alcohol is being served? For those concerned with the "mood-altering" effects of marijuana, the product would not be consumed onsite, whereas alcohol is being consumed at adjacent businesses. As far as which product is more likely to result in disruptive behavior, I would share my wife's experience while working as the director at a women's center. One of the main issues they were dealing with was domestic violence, so much so that they had "safe houses". She cannot recall a single instance that involved marijuana use, but rather that more often than not alcohol was a contributing factor. I would invite you to ask your local law enforcement officials, Chief Anderson and Sheriff Staton, what their experience has been with domestic disturbance calls. One local resident expressed at a previous meeting that she would be disinclined to shop downtown if a medical marijuana dispensary set up shop. I might feel the same way if a permitted use gun shop were opened. That doesn't mean that I would oppose that gun shop owner's right to locate there. Likewise, I'm not arguing that because there are already businesses downtown that some might find objectionable or disapprove of that it's ok to have one more. What I object to is individuals trying to prohibit a particular business because they don't approve of the product being sold. As for a MMD locating in the CBD, since Troutdale's business district is so small, I would prefer businesses that have more widespread appeal because space is so limited. However, if a business person were convinced they could be financially successful at it, I would have no objections whatsoever to their locating there. Maybe there's more of a demand than I'm aware of. Keep in mind that this ordinance is strictly related to MMDs, which are overseen by the Oregon Health Authority. The OLCC might introduce more restrictive limitations on where recreational marijuana retailers may locate, but that's yet to be determined, and should be established on a statewide basis, not city by city.

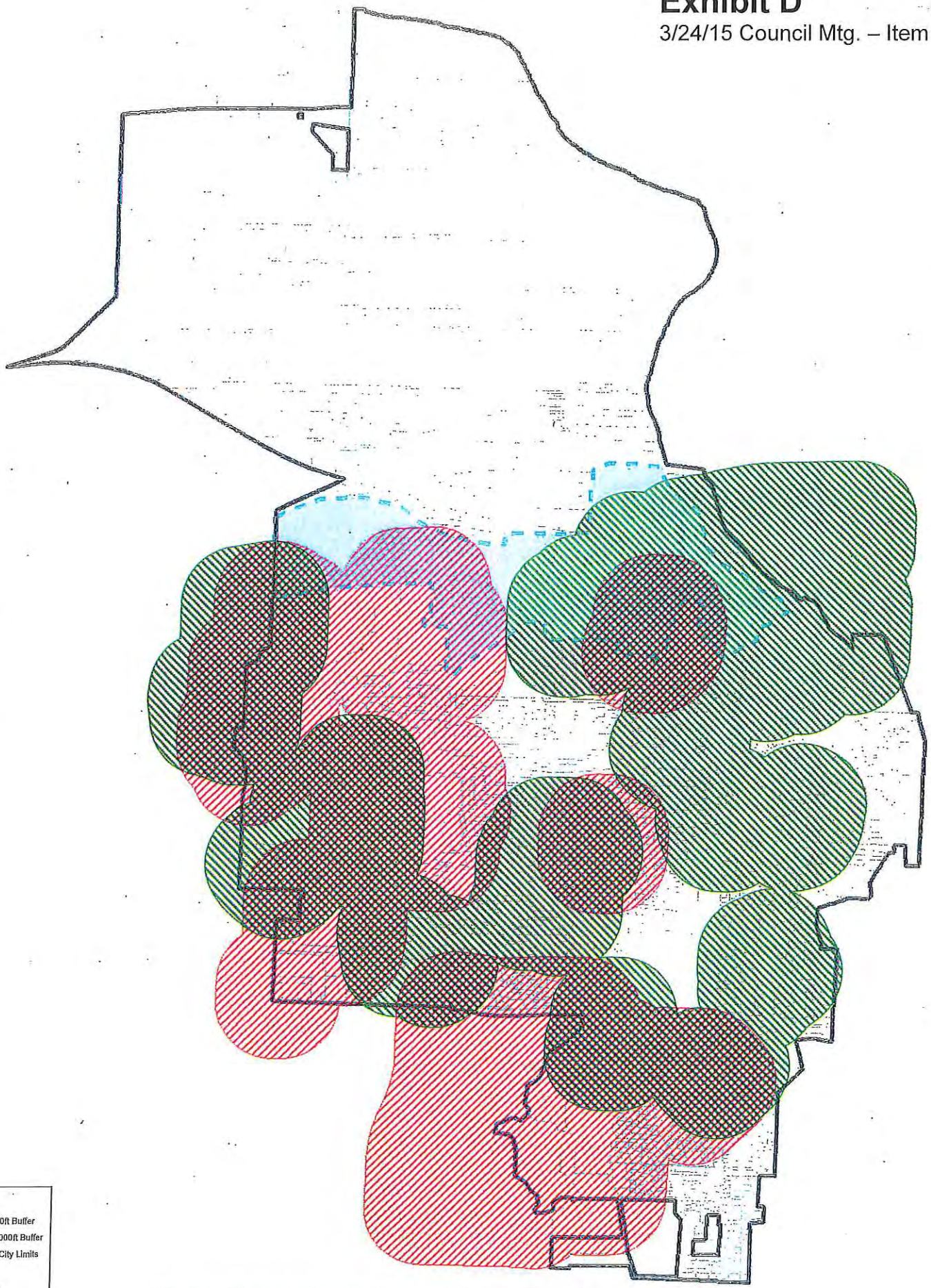
It appears to me that the city council has put the planning commission in a somewhat awkward position by "suggesting" that they recommend a policy that the council has essentially requested.

In closing, I would request that before the planning commission makes their recommendation to the city council, that the pros and cons of this additional restriction be evaluated impartially, and not based upon one's personal opinion of the product involved, but rather determine the perceived threat to the public vs unreasonable restrictions on a business.

Submitted by: Paul Wilcox, Troutdale, 2/25/15

Exhibit D

3/24/15 Council Mtg. – Item #4



Legend

- Parks 1000ft Buffer
- Schools 1000ft Buffer
- Troutdale City Limits
- Taxlots

TownCenter ZONE

- Town Center Overlay

School & Parks Buffers with Town Center Restriction Area

Print Date: 2/27/2015

Exhibit E

3/24/15 Council Mtg. – Item #4

Print Date: 2/27/20

Eligible Zones & Taxlots Remaining
with School & Parks Buffer & Town Center Restriction Applied

Legend

- Neighborhood Commercial (NC)
- Community Commerical (CC)
- General Commercial (GC)
- Central Business District (CBD)
- Mixed Office Housing (MO/H)
- Industrial Park (IP)
- Light Industrial (LI)
- General Industrial (GI)
- Troutdale City Limits
- Taxlots

TownCenter
ZONE
- Town Center Overlay

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTERS 1.020, 3.123, 3.163, 3.173, and 4.720 OF THE TROUTDALE DEVELOPMENT CODE BY ALLOWING MEDICAL MARIJUANA FACILITIES AS A CONDITIONAL USE IN THE GENERAL COMMERCIAL, LIGHT INDUSTRIAL AND GENERAL INDUSTRIAL DISTRICTS AND PROHIBITING THESE FACILITIES AS A CONDITIONAL USE IN THE GENERAL COMMERCIAL DISTRICT WITHIN THE TOWN CENTER OVERLAY ZONE.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. During the 2013 Special Session, the Oregon legislature passed HB 3460, which allows for the establishment and licensing of medical marijuana facilities; and
2. The Oregon Health Authority has formulated administrative rules governing the licensing of medical marijuana facilities and began accepting applications for their operation on March 3, 2014; and
3. During the 2014 Regular Session, the Oregon Legislature passed SB 1531, which limits the ability of cities and counties to regulate medical marijuana facilities to the time, place and manner in which a facility may dispense medical marijuana; and
4. Ordinance 821 adopted by City Council on April 22, 2014, effectively prohibits medical marijuana facilities in the City; and
5. Ordinance 821 automatically expires and is deemed to be repealed at 11:59:59pm on April 30, 2015, unless sooner repealed by City Council ordinance;
6. Medical marijuana facilities are not defined in the Troutdale Development Code (TDC); and
7. Chapters 3.123, 3.163 and 3.173 of the TDC specifies those uses requiring a Conditional Use Permit review prior to approval in the City's General Commercial (GC), Light Industrial (LI), and General Industrial (GI) Zoning Districts; and
8. The addition of medical marijuana facilities as a conditional use in the GC, LI, and GI zones will only apply if the Troutdale City Council repeals Ordinance 821 prior to April 30, 2015; and
9. If the Council repeals Ordinance 821 in the future, medical marijuana facilities (licensed and authorized under state law) will be permitted as a conditional use in the GC, LI, and GI Zoning districts and no other zone provided that they are not located within 1,000 feet of real property which is the site of a public or private school or a public park; and
10. The Town Center is envisioned as the district that provides shopping, employment, cultural, and recreational opportunities that serve the Troutdale area; and
11. Medical marijuana facilities will be prohibited in the GC district within the Town Center Overlay Zone.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TROUTDALE

Section 1. Chapter 1.020 General Definitions of the TDC shall be amended as set forth in the attached Attachment A.

Section 2. Chapter 3.123 of the TDC shall be amended as set forth in the attached Attachment A.

Section 3. Chapter 3.163 of the TDC shall be amended as set forth in the attached Attachment A.

Section 4. Chapter 3.173 of the TDC shall be amended as set forth in the attached Attachment A.

Section 5. Chapter 4.720 of the TDC shall be amended as set forth in the attached Attachment A.

Section 6. A medical marijuana facility will only exist as a conditional use in the GC, GI and LI zoning districts and no other zoning district if the Troutdale City Council repeals Ordinance 821 prior to April 30, 2015. Therefore, the amendments in Section 1 through 5 of this ordinance will only be effective if Ordinance 821 is repealed and the amendments will not be codified until that time.

Section 7. This ordinance is effective upon and from 30 days after its enactment by the Council.

YEAS:
NAYS:
ABSTAINED:

_____

Doug Daoust, Mayor

Date_____

_____

Debbie Stickney, City Recorder

Adopted:

ATTACHMENT A
to Ordinance No. ___

PROPOSED TEXT AMENDMENTS – MEDICAL MARIJUANA FACILITIES

TROUTDALE DEVELOPMENT CODE

Amend Chapter 1.020 – Definitions – by adding the following definition and renumbering accordingly:

1.020 GENERAL DEFINITIONS

.80 Medical Marijuana Facilities. A facility registered with the Oregon Health Authority under ORS 475.314 and OAR 333-008-1050 to:

i. Accept the transfer of usable marijuana and immature marijuana plants from a registry identification cardholder, the designated primary caregiver of a registry identification cardholder, or a person responsible for a marijuana grow site to the medical marijuana facility; or

ii. Transfer usable marijuana and immature marijuana plants to a registry identification cardholder or the designated primary caregiver of a registry identification cardholder.

Amend Chapter 1.020 – Definitions – by adding the following definition and renumbering accordingly:

1.020 GENERAL DEFINITIONS

.92 Park. A forest, reservation, playground, beach, recreation center or any other area in the city, owned or used by the city and devoted to active or passive recreation.

Amend Chapter 1.020 – Definitions – by amending the following definition:

1.020 GENERAL DEFINITIONS

.102 School. A public, parochial, or private institution that provides educational instruction to students. ***including accredited colleges or universities.*** This definition does not include trade or business schools ~~or colleges.~~

Amend Chapter 3.123 General Commercial – by amending the conditional use list for properties in the General Commercial zone.

3.123 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses in the GC district:

A. Wholesale distribution outlets, including warehousing.

B. Off-street parking, and storage of truck tractors and/or semi-trailers.

C. Heliport landings.

D. Outdoor stadiums and race tracks.

E. Automobile and trailer sales areas.

F. Community service uses.

G. Utility facilities, major.

H. Medical Marijuana Facilities licensed and authorized under state law, when not located within 1,000 feet of real property which is the site of a public or private school or a public park. For purposes of this subsection, "within 1,000 feet" means a straight line measurement in a radius extending for 1,000 feet in every direction from any point on the boundary line of the real property comprising an existing public or private school or public park. This buffer shall not apply to new schools or parks located within 1,000 feet of an existing Medical Marijuana Facility.

~~H.~~ ***I.*** Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90]

Amend Chapter 3.163 Light Industrial – by amending the conditional use list for properties in the Light Industrial zone.

3.163 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses within a LI district:

A. Heliports accessory to permitted or approved conditional uses.

B. Retail, wholesale, and discount sales and services, including restaurants, banks, dry-cleaners, and similar establishments, with or without drive-up or drive-through window service, subject to the provisions of subsection 3.165(E) of this chapter.

C. Community service uses.

D. Utility facilities, major.

E. Automobile, truck, trailer, heavy equipment, recreational vehicle, boat and manufactured home sales, rentals, and repair shops.

F. Card-lock fueling stations, truck stops, service stations, tire shops, and oil change facilities.

G. Motels or hotels, including banquet rooms, conference, or convention centers.

H. Commercial sports complexes including, but not limited to, health clubs, tennis courts, aquatic centers, skating rinks, and similar facilities.

I. Child care facilities, kindergartens, and similar facilities.

J. Medical Marijuana Facilities licensed and authorized under state law, when not located within 1,000 feet of real property which is the site of a public or private school or a public park. For purposes of this subsection, "within 1,000 feet" means a straight line measurement in a radius extending for 1,000 feet in every direction from any point on the boundary line of the real property comprising an existing public or private school or public park. This buffer shall not apply to new schools or parks located within 1,000 feet of an existing Medical Marijuana Facility.

~~J~~.***K.*** Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 660, ef. 5/28/98; Amended by Ord. 724, ef. 11/8/02; Amended by Ord. 792, ef. 9/25/08]

Amend Chapter 3.173 General Industrial – by amending the conditional use list for properties in the General Industrial zone.

3.173 Conditional Uses. The following uses and their accessory uses are permitted as conditional uses within the GI district:

A. Child care facilities, kindergartens, and similar facilities.

B. Community service uses.

C. Concrete or asphalt manufacturing plants.

D. Sanitary landfills, recycling centers, and transfer stations.

E. Sewage treatment plants and lagoons.

F. Telecommunication towers and poles.

G. Junk yards.

I. Residential dwelling/hangar mixed uses when the hangars are served by a taxiway with direct access to the Troutdale Airport Runway. The use shall be subject to the following requirements:

1. Approval from the Port of Portland.

2. Approval from the Federal Aviation Administration.

3. No separate accessory structures are allowed.

I. Heliports accessory to permitted or approved conditional uses.

J. Commercial sports complexes including, but not limited to, health clubs, tennis courts, aquatic centers, skating rinks, and similar facilities.

K. Commercial uses within industrial flex-space buildings, subject to the provisions of subsection 3.175(D) of this chapter.

L. Processing facilities whose principal use involves the rendering of fats, the slaughtering of fish or meat, or the fermentation of foods such as sauerkraut, vinegar, and yeast.

M. The manufacturing or storing of toxic or hazardous materials when done in compliance with federal and state regulations.

N. Medical Marijuana Facilities licensed and authorized under state law, when not located within 1,000 feet of real property which is the site of a public or private school or a public park. For purposes of this subsection, "within 1,000 feet" means a straight line measurement in a radius extending for 1,000 feet in every direction from any point on the boundary line of the real property comprising an existing public or private school or public park. This buffer shall not apply to new schools or parks located within 1,000 feet of an existing Medical Marijuana Facility.

~~N.~~ ***O.*** Other uses similar in nature to those listed above. [Adopted by Ord. 550, ef. 9/25/90; Amended by Ord. 660, ef. 5/28/98; Amended by Ord. 724, ef. 11/8/02; Amended by Ord. 792, ef. 9/25/08]

Amend Chapter 4.720 – Town Center Overlay – by amending subsection E. of the permitted and conditional use list for properties in the General Commercial zone and the Town Center Overlay. Subsections A through D are to remain unchanged.

4.720 Permitted and Conditional Uses. Permitted and conditional uses are the same as those listed in the underlying zoning districts with the following exceptions:

E. General Commercial (GC).

1. Additional permitted uses: Single-family detached dwellings (except manufactured homes), duplex, triplex, attached, and multiple-family dwellings, provided the residential use is located above or behind a permitted commercial use, whether within the same building as the commercial use or in a separate building; and public parking lots.

2. Eliminated permitted uses: Automotive repairs, including painting and incidental body and fender work; automotive service stations; lumber yards (retail sales only); and tire shops.

3. Eliminated conditional uses: Automobile and trailer sales area, heliport landings, off-street parking and storage of truck tractors and/or semi-trailers, outdoor stadiums and racetracks, wholesale distribution outlets, including warehousing~~.~~ ***and medical marijuana facilities.*** [Adopted by Ord. 658, ef. 3/12/98; Repealed and readopted by

Ord. 661, ef. 7/23/98; Amended by Ord. 716, ef. 5/9/02; Amended by Ord. 770, ef. 2/23/06; Amended by Ord. 806, ef. 5/26/11].

AGENDA ITEM #5

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A Resolution Approving an Intergovernmental Agreement (IGA) with Multnomah County for Law Enforcement Services Provided through the Multnomah County Sheriff's Office (MCSO).

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** March 24, 2015 **STAFF MEMBER:** Erich Mueller **DEPARTMENT:** Finance
ACTION REQUIRED Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Approval recommended by the Public Safety Advisory Committee.
STAFF RECOMMENDATION: Approve the resolution for MCSO Services.	

EXHIBITS: A: Intergovernmental Agreement (IGA)
B: Summary of Expanded Public Safety Services
C: 3/12/15 Memo-Follow up information from 3/3/15 work session

Subject / Issue Relates To:

☒ Council Goals ☐ Legislative ☒ Other

Issue / Council Decision & Discussion Points:

- City choosing to contract for improved public safety services through an IGA.
- Significant cost savings by elimination of duplication and through efficiencies of scale and specialization.
- Improved level of public safety services delivered and broadened scope of capabilities.

Reviewed and Approved by City Manager:

- ♦ Access to expanded professional law enforcement personnel and wider career opportunities for staff.

- ♦ Progress in supporting Council goals to improve and support livability in Troutdale, to promote fiscal solvency, improve fiscal prioritization, enhance budget accountability, and improve employee morale.

EXECUTIVE SUMMARY:

All cities continue to struggle balancing delivering public services with the limited available tax payer funds. Cities are normally faced with how much can they reduce expenditures, and still maintain an adequate level of public safety services, a difficult annual balancing exercise. Troutdale has the unusual opportunity not only to maintain but to increase public safety services, while also actually reducing expenditures.

BACKGROUND:

The City is faced with significant budget constraints, and is unable to fund Police operations beyond the current minimal level. With increasing costs and constrained revenue growth, the City has been operating at a deficit for the past several years, spending down reserves. There are simply insufficient resources to fund existing City services and the increased costs for Police, Fire, PERS, and health care, without significant employee layoffs.

At the Council work sessions of April 1, and May 6, 2014 the Sheriff and Chief Anderson presented the concept for the City choosing to contract with the MCSO to provide law enforcement services in Troutdale. Prior to presenting the concept to the City Council, the Sheriff and Chief Anderson developed a concept proposal which:

- Provided significant financial benefits
- Provided enhanced police services
- Could achieve community and employee support
- Supports City Council and MCSO goals
- Maintains Troutdale identity and significant local control

The proposal was crafted to be a Win for the City & taxpayers, a Win for the Officers, and a Win for the Sheriff.

On May 13, 2014 the Council adopted Resolution #2247 to move from the "concept" to authorizing the negotiation of an Intergovernmental Agreement (IGA) for contracted law enforcement services to be provided by the Multnomah County Sheriff's Office (MCSO).

After a summer pause, the negotiations began in the fall of 2014. The MCSO brought several other County departments into the process which included the Chair's Office, Budget, Admin, Legal, Facilities, Fleet, Risk Management, HR and Labor Relations. The concept assumptions were refined and costs quantified.

On March 3, 2015 at a well attended work session the Council and public reviewed and discussed the IGA with the MCSO to provide law enforcement services beginning July 1, 2015. The finalized IGA text is attached as Exhibit A, which achieves the above objectives for the Chief and Sheriff. While the specific numbers have changed during the refinement and negotiation process, the relative magnitude of potential savings remains significant. For annual ongoing Police operations, excluding the first year implementation transition costs, the MCSO Services Contract option is estimated to be approximately $1.1 million less costly than continuing the existing City department.

Current Status:

As part of the MCSO budget efficiency benefits to be realized, and enable the substantial cost savings for the City, the Sheriff has been holding staff vacancies in anticipation of the IGA approval. Time is of the essence as the Sheriff is unable to continue to hold staff vacancies without an IGA approval by the Council tonight.

Increased Public Safety Services:

Most significant of the increased public safety services will be that the MCSO Services Contract provides for 24/7 law enforcement patrol supervision by a Sergeant. The City has not been able to fund 24/7 supervision, which would require adding 2 Sergeants and 1 Officer. This supervision is both a benefit to the public but is also an important matter of officer safety. The MCSO also brings depth of investigative expertise in areas such as elder abuse, child abuse, domestic violence, and human trafficking. The summary of additional service enhancements which the Chief and Sheriff have reviewed at previous work sessions is included in the attached Exhibit B: The expanded services and in particular the 24/7 patrol supervision by a Sergeant provide the basis of *"getting more service for less cost"* benefit expectation.

Cost "savings" Assumptions:

Cost savings are of course based on what you compare the cost to. Also "savings" does not mean there is a pile of cash, just that one alternative is less costly than another. The Budget for FY 2015-16 has not yet been determined by the Budget Committee, so all the alternatives are based on assumptions of what the Budget Committee may or may not decide.

The potential cost under the pending TPOA contract is based on the assumption that the staffing levels would remain unchanged. The Budget Committee, however may not be willing to spend the estimated $5 million.

What is not an assumption is that the City is faced with more expense per law enforcement employee next year. The rate per officer will be more expensive due to both the statutory and marketplace comparators. The total cost is a function of employee rate times the number of employees. So the only way to reduce the cost would be to reduce the number of officers from the current staffing level.

Overall Cost Assumptions:

The concept cost numbers were further refined to account for the allocation of the overall operational costs into the contract for law enforcement services. Costs are either services as *"City **Contract** Costs"* or a few items which remain as *"City **Retained** Costs."*

The ***estimated*** FY 2015-16 Costs based on labor negotiations for existing staffing levels:
$3,906,384 for Personnel Services,
$985,332 of Materials and Services, and
$155,055 for Capital Outlay,
$5,046,772 Total Expenditures – *preliminary cost*
-$481,677 Reduction for cost recoveries from SRO, EMGET, Tri-Met, etc...
$4,565,095 as the net "City Cost" to the General Fund for FY 2015-16

(These costs above are slightly higher, when pulling more detail together I discovered some cost lines in the spreadsheet I missed in the earlier summary.)

City Cost with MCSO Contract Next FY 2015-16
$ 2,826,656 MCSO Services Contract Fee
$540,000 "City Retained Costs" *(see below)*
$3,366,656 City base annual cost under the MCSO contract option.

Costs are either services as *"City **Contract** Costs"* or a few items which remain as *"City **Retained** Costs."*

Excluding the first year implementation transition costs, the annual ongoing operations is approximately $1.1 million ***(estimated)*** less costly under the MCSO Contract option

First Year ONLY implementation transition items:

$493,000	***Estimated*** Transferred employee leave bank payout ORS 236
-$160,000	Credit for transferred Police fleet vehicles
$3,699,659	1st Year City Cost with MCSO Contract

Including the first year implementation transition costs, $865,000 ***(estimated)*** less costly under the MCSO Contract option

City Retained Costs:

The estimated amount of the "City Cost **with** MCSO Contract", is where the contract fee would be the largest cost item, but ***would not be*** the only cost remaining in the Police budget. These other items are captured as City Retained Costs. These are a variety of retained costs for items which the MCSO would not be providing services or otherwise remain the City's responsibility. The largest cost being the BOEC dispatch costs which are charged based on jurisdiction population. The personnel services and materials and services cost associated with our 0.5 FTE Code Enforcement Officer are also retained costs. We have also assumed the City would still fund the AMR Summer beach coverage program.

City Retained Costs:

$423,000	BOEC dispatch charges
$44,500	Code Enforcement Officer – personnel and materials
$37,800	equipment lease & maintenance fees
$24,700	Arbitrator video system final lease payment
$10,000	AMR Summer beach coverage program
$540,000	

For a closer apples-to-apples comparison, it is important to consider that the MCSO Services Contract provides for 24/7 law enforcement patrol supervision by a Sergeant. The City has not been able to fund 24/7 supervision, which would require adding 2 Sergeants and 1 Officer. In the coming fiscal year an estimated additional $307,000 would be necessary for the City to achieve 24/7 supervision operating on its own. This would result in an apples-to-apples comparison of $3.4 million under the MCSO Services Contract to $4.8 million cost for City on its own.

Labor Costs:

The estimated City costs in FY 2015-16 include a significant cost increase in the BOEC charges and $560,000 increase in salary and benefits based on the pending new TPOA labor contract.

The wage cost increase is significant as the City is below surrounding agency wages. Several of the agencies are recruiting for lateral hires of experienced police officers. (Portland, Gresham, Clackamas County Sheriff, Oregon State Police, Port of Portland Police, etc...)

TPOA members are strongly in support of the MCSO Services Contract option. They desire both the increase in salary and benefits, but also the expanded career opportunities the MCSO can offer through specialty assignments and room for advancement, which the City due to its limited size simply cannot offer. While they enjoy their work in Troutdale, they do not wish to be forced to choose between their current City position versus what is best for their family income, medical benefits and retirement. An overwhelming majority of the current Officers have indicated they will be forced to leave their City positon if the MCSO Services Contract option is not implemented.

Employee Transfers:

There are 28.5 budgeted FTE in the Police Department, as Evidence Tech duties are currently being performed by a patrol officer. Also the model assumes the 0.5 FTE of the Code Enforcement Officer would remain with the City initially.

All 28 positions would be transferred to the MCSO. The City would pay under the contract for services of 16.5 positions, a Captain, Sergeants, Deputies, Detective, Admin Staff, Records Technician, and a 0.50 for Summer Beach Patrol. The City would assign any IGA participation for the SRO positions, the Tri-Met Officer and the EMGET Officer to the MCSO. The MCSO would add a detective to the existing unit, and the records staff and patrol officers would fill other existing budgeted vacancies.

Currently we have two Troutdale patrol districts and the MCSO has four resulting in six officers/deputies out on patrol 24/7. The MCSO currently has 30 FTE budgeted in their patrol unit, (26 filled, holding 4 vacancies pending the IGA). After the IGA approval the MCSO will have 41 FTE deputies budgeted for patrol of the six districts. These are the patrol deputies only, and does not include the additional 6 sergeants providing patrol supervision.

After service consolidation there will be no reduction in officers/deputies responding to dispatch calls. Two officers/deputies would still respond to calls in the 2 Troutdale districts. However significant cost savings would be realized through the combined effort of 1 Sergeant supervising 6 deputies, and the reassignment of a Sergeant to other MCSO tasks and coverage.

The IGA Assigned Positions to deliver the services are generic average employee cost of salary and benefits for that job classification.

The assigned positions are the incremental workload necessary to deliver the services while leveraging the efficiencies with existing programs, units and management structures in the MCSO.

The combined records unit would gain efficiencies and result in overall cost savings. We would be paying a share of the combined costs while benefiting from the cost savings through elimination of duplication and use of excess capacity.

The MCSO has assigned the following positions to provide the services as set forth in section 4.1 to 4.3 of the IGA. Paying for "positions" not specific people.

Assigned Positions:	FTE	Cost/ FTE	Fee
Leadership/Management			
9627 - Captain	0.66	$ 217,656	$ 143,653
Patrol Services			
2005 - Sergeants	1.37	163,106	223,456
2025 - Deputies	11.00	125,598	1,381,577
Additional Police Services			
Detectives (2025 - Deputy)	1.00	125,506	125,506
Administrative Services			
6002 - Office Assistant Sr.	1.00	77,078	77,078
6150 - Records Technician	1.00	81,965	81,965
Beach Patrol 25% of 2 SRO's (Deputy)	0.50	125,598	62,799
Overtime			218,569
Total FTE:	**16.53**		
Personnel Costs Subtotal:			**2,314,603**
Materials & Services (Operating Supplies, Protective Gear, Insurance, Equipment Maintenance, Fuel, Contract Services, Postage, Professional Services, Ballistic Vests, Training, Utilities/Phone)			219,847
County Wide Central Support Services Indirect Costs (HR, Accounting, Audit, Finance, Budget, Admin)			68,684
Departmental Management Indirect Costs (Statistical Analysis & Reporting, Fleet Management, Timekeeping, Payroll, Facilities, IT, Software, Risk Management, Fiscal Management)			149,533
Capital Outlay Items:			
Annual Patrol Vehicle Replacement Cost			58,990
Mobile Data Terminal Replacement			10,000
Portable & Mobile Radio Replacement			5,000
Total MCSO FY 2015-2016 Service Fee:			$ 2,826,656

The concept cost numbers from early 2014 were further refined to account for the allocation of the overall operational costs into the contract for law enforcement services.

How do the different models costs compare?

	FY 2015-**16**	*FY 2014-15*	FY 2015-**16**		FY 2015-**16**		
ESTIMATES	New TPOA CBA	current year budget	prior yr. +2.5%		MCSO Option	*IGA Contract Cost*	*Retained City Costs*
TOTAL PERSONNEL SERVICES	3,906,384	3,260,482	3,341,994		2,356,053	*2,314,603*	*41,450*
TOTAL MATERIALS & SERVICES	985,332	870,226	891,982		911,913	*438,063*	*473,850*
TOTAL CAPITAL OUTLAY	155,055	150,700	154,468		98,690	*73,990*	*24,700*
sub total	5,046,772	4,281,408	4,388,443		3,366,656	*2,826,656*	*540,000*
Third Party reimb.	(481,677)	(414,000)	(424,350)				
Net Cost:	4,565,095	3,867,408	3,964,093		3,366,656		
Prelim/Annual Savings	1,198,439	500,752	597,437				
Year 1 Only cost	(333,000)	(333,000)	(333,000)				
Net Savings **Yr. 1 only**	865,439	167,752	264,437				
Ten year savings	11,651,389	4,674,522	5,641,374				

IGA Future Costs:

The IGA provides an annual cost adjustment based on the increase in the MCDSA labor agreement times the prior year contract total dollar amount. The current MCDSA collective bargaining agreement increases based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (Portland CPI-W 2nd Half), with a minimum increase of two percent (2%) and a maximum increase of five percent (5%). The Portland CPI-W 2nd Half has increased 0.7% to 3.8% during the past 10 years with an average of 2.4%

For Years 2 through 10, with the bracket of 2% to 5% increase over the preceding year IGA cost.

YR	FY	Estimated Annual Cost	Estimated Increase @ **2%** Minimum		Estimated Annual Cost	Estimated Increase @ ***5%*** Maximum
1	FY 2015-2016	$2,826,656			$2,826,656	
2	FY 2016-2017	$2,883,189	$56,533		$2,967,989	$141,333
3	FY 2017-2018	$2,940,853	$57,664		$3,116,388	$148,399
4	FY 2018-2019	$2,999,670	$58,817		$3,272,207	$155,819
5	FY 2019-2020	$3,059,663	$59,993		$3,435,818	$163,610
6	FY 2020-2021	$3,120,856	$61,193		$3,607,609	$171,791
7	FY 2021-2022	$3,183,274	$62,417		$3,787,989	$180,380

8	FY 2022-2023	$3,246,939	$63,665		$3,977,389	$189,399
9	FY 2023-2024	$3,311,878	$64,939		$4,176,258	$198,869
10	FY 2024-2025	$3,378,115	$66,238		$4,385,071	$208,813

Troutdale Community Police Facility

The building is necessary for the delivery of law enforcement services to our community. The facility is a long term City asset for which the voters provided long term financing. The facility is an important part of the changed circumstances which makes the potential service consolidation more feasible by enabling the Sheriff to shift his patrol hub into East County which allows for cost saving operational efficiencies by being closer to service delivery areas.

The Lease of the Facility by the County for use by the MCSO as their Patrol Division base is addressed as tonight's meeting next agenda item.

SUMMARY:

The IGA would provide Troutdale both with the many expanded capabilities of MCSO as well as a great value for our money by providing significant cost savings.

The proposal provides a Win for the City & taxpayers, a Win for the Officers, and a Win for the Sheriff.

Neither course of action is risk free. The City can choose to contract and accept some risk that things don't work out as completely hoped. Or the City can decline the opportunity and risk disappointment and accept the continual liability risk of a "failure to supervise" tort claim, as well and the continuing decline in the city's financial condition.

PROS & CONS:

A. Approve the MCSO Services Contract IGA obtaining the City expanded public safety services and significant cost savings.

B. Not adopt resolution, foregoing the expanded public safety services and significant cost savings benefits and rejecting the opportunity to arrest the continued fiscal deterioration of the General Fund.

EXHIBIT A
AGENDA ITEM # 5
Council Mtg. 3/24/2015

INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY OREGON AND CITY OF TROUTDALE OREGON FOR CONTRACT LAW ENFORCEMENT SERVICES

This Agreement is entered into by the City of Troutdale, a home-rule municipal corporation of the State of Oregon (hereinafter City), and Multnomah County, a home-rule county and political subdivision of the State of Oregon (hereinafter County), jointly with and on behalf of the Multnomah County Sheriff's Office (hereinafter MCSO), collectively, "the parties," pursuant to the authority granted in ORS Chapter 190 and ORS 206.345.

WHEREAS, the City possesses the power, legal authority and responsibility to provide for police services within its boundaries; and

WHEREAS, the County, through the Multnomah County Sheriff, provides police services throughout the unincorporated areas of Multnomah County and contracted cities; and

WHEREAS, the County has adopted contracts to provide law enforcement services to cities, and has the legal authority to provide police services within the geographical area of the City; and

WHEREAS, the City desires to enter into an agreement with the County whereby the County, through the Sheriff, provides law enforcement services to the City and its inhabitants; and

WHEREAS, the parties agree that ORS 236.605-640 is applicable with respect to Troutdale Police Department members currently employed by City; and

WHEREAS, the County agrees to render such law enforcement services, through the Office of the Multnomah County Sheriff, under the following principles:

1. Law enforcement services provided by the County to the City should be clearly identified and articulated.

2. Services should be priced to provide reasonable and predictable, cost efficient, high-quality, appropriate law enforcement services supported by technology to meet the law enforcement goals of the City while avoiding County subsidy of City services.

3. The parties recognize that cost saving efficiencies due to economies of scale, increased depth of trained personnel, patrol hub geographic relocation, case consolidation, reduction in supervisory duplication, and other as yet unidentified consolidation benefits, cannot be precisely quantified in advance and will result to the benefit of both parties only after implementation and practical experience.

4. The City will maintain a high level of local service input such that MCSO law enforcement employees assigned to the City will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work cooperatively with City organizations to solve City law enforcement concerns to improve the safety and welfare and establish a positive relationship with City residents and visitors.

5. City, with the input of the Sheriff, should have the flexibility to determine the level of services and to identify service priorities. Any service level changes made may result in corresponding changes in annual costs to the City.

6. This agreement provides for uniforms and police vehicles to be branded or identifiable as City of Troutdale Police to provide for continued local identity.

7. MCSO will maintain equity in the provision of law enforcement services to City and unincorporated Multnomah County residents.

NOW, THEREFORE, pursuant to ORS 190.010, and in consideration of the terms and conditions contained herein, it is mutually agreed by and between the parties as follows:

1. Recitals. The Recitals set forth above are incorporated by reference herein.

2. Effective Implementation Date. This agreement shall be effective at 12:01 a.m. Wednesday, July 1, 2015 at which time City employees transferred under this agreement shall become County employees, per the terms and conditions as agreed

to with the respective labor unions as specified in the Employee Transfer Agreements incorporated herein by Appendix E and F and subject to execution of the facility lease of section 4.6 below.

3. MCSO as an Independent Contractor. MCSO is, and shall at all times be deemed to be, an independent contractor. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between City and MCSO or any of the MCSO's agents or employees. The MCSO shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by MCSO pursuant to this Agreement.

4. Law Enforcement Services. For the term of this agreement, the MCSO will operate under the philosophy of a municipal police department as to branding and will provide the police services to City as set forth in section 4.1 to 4.3 below: The police personnel assigned to City patrol districts will respond to calls for service within the City that meet or reduce the response times specified in Appendix A, and to calls outside the City in accordance with existing mutual support agreements. MCSO personnel assigned to the City as set forth in Appendix B will remain employees of the MCSO, and will not be considered employees or agents of the City, except as specifically provided herein.

   4.1 Patrol Services. The assigned MCSO personnel will provide police and related services within the incorporated boundaries of the City. The police services shall include the duties and law enforcement functions customarily rendered by the MCSO under the statutes of the State of Oregon and the laws and ordinances of the City. Services include:

   - These services shall include two assigned armed Troutdale branded deputy sheriffs per shift, one to each of the two City patrol districts providing 24/7/365 coverage to perform police patrol functions, plus round the clock supervision provided by the on-duty patrol Sgt. MCSO will also provide a command level officer to serve as Chief of Police for City, pursuant to section 5 below.
   - Reactive patrol to enforce state law and City-adopted municipal, traffic and criminal codes, and to respond to calls for service; and
   - Proactive patrol to prevent and deter criminal activity, and provide other community police services as requested by the City.

- Summer season beach patrol of a minimum of 950 hours along the Sandy River within the City, with additional hours as conditions dictate.

4.2 Additional police services may include:

- Investigation services by deputies and detectives investigating such crimes as major crimes, drug offenses, fraud and such reports as missing persons, vice, and major accidents.
- Special operations services including but not limited to canine patrol, hostage negotiations, and SWAT unit.
- Supervision of the City Code Enforcement Officer.

4.3 Administrative Services. Administrative services include legal advisor, planning statistics, subpoena control, records, training, evidence control, accounting, payroll, personnel, media relations, purchasing, inspections and internal investigations, and other services provided by the MCSO or by other County departments in support of the MCSO. If the City has municipal criminal and traffic codes, City must provide legal counsel relating to enforcement and prosecution of those codes. The legal services of the Multnomah County Attorney's Office provided under this agreement do not include enforcement of municipal criminal and traffic codes or prosecutions arising hereunder, nor any legal advice directly to the City.

4.4 Stabilization of Personnel. The MCSO will coordinate transfers to minimize the time positions are vacant, as well as the impact of vacancies to City. Notwithstanding the MCSO's exclusive authority to assign deputies, when operationally feasible and consistent with the County's obligations under the relevant collective bargaining agreement (CBA) and ORS 236.620(1)(d), MCSO will seek to maintain available transferred City officers in their previous principal assigned district until at least January 2016,.

4.5 Asset seizure. The MCSO shall be the seizing agency and the COUNTY shall be the forfeiting agency for purposes of state and federal criminal or civil asset forfeiture for property seized by the MCSO within the City. Subject to State and Federal requirements, upon implementation the City shall transfer any remaining seizure funds to the MCSO.

4.6 City Facility. The MCSO shall deliver the patrol services of section 4.1 from the City of Troutdale Community Police Facility (City Facility). This

agreement shall become effective subject to the concurrent execution of the facility lease between the County and City for the MCSO use of the City Facility. Further the MCSO intends to have its Patrol Division base of operation housed at the City Facility.

5. City Identity, Accessibility, Reporting and Responsiveness. The MCSO will strive to provide high-quality police services, cooperate with City officials to meet the goals of the City, work cooperatively with City organizations to maintain and improve the safety, welfare and positive police identity and relationship with the community.
    - City shall have city police branding and police vehicles that display the City' s identity for personnel assigned to the City
    - MCSO shall ensure the City Chief of Police at the time of implementation shall be assigned the Chief of Police position by the MCSO and shall serve in that position for a minimum of six months and, shall remain accessible and responsive to the City.
    - MCSO will provide the Chief, or his designee, at City Council meetings upon request to orally inform the Council of service demands and any identified areas of concern.
    - City will have the flexibility to determine the level of law enforcement services and to identify service priorities;
    - MCSO will consult with the City Manager, prior to assigning or reassigning the Chief of Police responsible to perform the services to the City. MCSO will take into account input and suggestions from the City Manager when assigning or reassigning the Chief of Police position.
    - The MCSO shall provide to the City a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement, other activities related to community policing, in a similar form as the sample law enforcement activity reports appended to this agreement as Appendix A, tailored to address City's informational needs.
    - The Chief of Police shall function as a department head within the City and is expected to conduct him or herself in a manner that supports and maintains trust of the City.
    - At the direction of the City Manager and as needed, the Chief of Police, or designee, shall attend and participate in the City Management Team meetings, and council meetings, and official functions, celebrations, and commissions. As requested by the City Manager and as needed, the

Chief of Police will also represent the City police department at community meetings and functions.

- The Chief of Police is the City's Director of Police Services and represents the Manager of the City for all law enforcement matters in the community. This may include working with other relevant City departments and/or other public agencies (e.g. courts, schools, etc.) on behalf of the City.
- The MCSO views the Contract Cities as customers and will maintain a customer service orientation to managing the contracts.

6. Service Costs. City shall pay County $2,826,656.00 for the provision of police services during the first year of this agreement. Payments shall be made on a quarterly basis as detailed in section 6.7. Service payments for subsequent years under the agreement will vary according to service level adjustments of section 7, if any, and the cost escalator provisions of section 6.8. City further agrees to facilitate the transfer and assignment of certain service contracts and intergovernmental agreements it currently holds for the provision of police services to other entities and public bodies, as contemplated in Appendix D of this agreement.

6.1 "One time Only" Costs Certain "one time only" costs for the purchase by County of City Patrol vehicles, and payment by City to County for retained sick leave hours of transferred employees will be under the terms and conditions set forth in Appendix D.

6.2 Discretionary Overtime. If requested, MCSO may provide additional deputies to perform operational overtime for special events or unusual occurrences within City. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) on duty. Responses to events listed below are treated as if the event were occurring in any other jurisdiction, with the responsibility falling on that jurisdiction.

6.3 Disaster or Unusual Occurrence Overtime. If the City experiences a disaster or unusual occurrence that is confined within its boundaries and officer overtime is requested by the City to stabilize the situation, the actual overtime expenditures will be billed only if disaster relief reimbursement funds are not approved. Examples of this include, but are not limited to, a plane crash or riot.

6.4 Declared Emergency Overtime. In the case of a county, state, or national declared disaster for which overtime is required to manage the event, the overtime expense will be billed to the appropriate agency (e.g., FEMA). If reimbursement for overtime is not granted, the City may be responsible for the direct overtime expense of additional deputies performing duties within City, as negotiated under then-existing mutual aid agreements.

6.5 Tracking Overtime. The MCSO will track the costs of any overtime incurred by the assigned deputy that is related to his/her assignment to the City's service area. The City agrees to reimburse the MCSO for the actual cost of any City-related overtime incurred by the assigned deputy and approved by the City Manager. The City Manager will work with the MCSO contracted Chief of Police to manage and oversee the performance of the agreement by creating written guidelines as to what routine overtime is acceptable. The City Manager will be responsible for approving all non-routine overtime.

6.6 Reports. City will receive a report monthly that will include current and year-to-date expenditures for any costs which are in addition to the base contracted costs.

6.7 Billing. The agreement amount quoted by the MCSO and set forth in section 6 shall be billed quarterly in 4 equal amounts. Payments shall be due within 30 days after invoicing by the MCSO. Payments shall be sent to :

ATTN: Fiscal Unit
Multnomah County Sheriff's Office
501 SE Hawthorne, Suite 350
Portland, OR 97214

6.8 Limit on Annual Growth for Agreement Cost Escalator. The maximum annual percent cost increase charged to the City shall be limited to the cost of living percent increase provided to the Multnomah County Deputy Sheriff's Association membership applied to the total agreement base cost from the prior year. The City hereby agrees to pay for Discretionary Overtime expenses separately as provided herein.

7. Annual Evaluation of Staffing and Service Levels. The level and type of City services and the number of positions assigned to those services shall be determined annually by the City after evaluating available resources and consulting with the Multnomah County Sheriff or his/her designee. The annual number of positions assigned to the City as set forth in Appendix B will remain constant, unless the above section 4 services are modified by written agreement of the parties. Any changes to the service level may result in a corresponding change to the annual cost to the City.

8. Annual Revisions to this Agreement. By January 1st, or the first working day thereafter, the MCSO shall provide the City with an estimate of the subsequent fiscal year's costs and service data. By February 1st, or the first working day thereafter, the City shall notify the MCSO of any changes in service levels for the subsequent year. If the City proposes a change to service levels, then by March 1st, or the first working day thereafter, the MCSO shall provide the City with the estimated agreement amount for the subsequent year based on the changes in service requested by City.

9. Decision and Policy-Making Authorities. The MCSO will provide the services identified in section 4 above. The respective authorities of the City and the MCSO that make operational decisions and develop and implement policies in this regard shall be governed by the following guidelines.

    9.1 Daily Operations: The City Manager will provide general direction to the MCSO contracted Chief of Police, in terms of the performance of the agreement regarding such issues as enforcement priorities and City goals, continued Police Department involvement in community events, neighborhood meetings, dedications and similar events. Deputies will be directly supervised by, at minimum, the on duty MCSO Patrol Sergeant.

    9.2 Special Orders, Policies and Procedures: All deputies assigned to assist the City will remain subject to all MCSO policies, procedures, and special orders.

10. Control of Personnel and Equipment. The MCSO is acting hereunder as an independent contractor so that:

10.1 Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the MCSO. Allegations of misconduct shall be investigated in accordance with MCSO policy.

10.2 Liabilities. The MCSO shall be responsible for the salary, wages, benefits and any other compensation, including Workers Compensation benefits for MCSO deputies assigned to perform services under this Agreement.

11. Citing Municipal Violations. MCSO deputies assigned to the City shall cite violations of municipal ordinances and traffic violations into the City's municipal court. Revenue from citations shall be credited to the City as if the deputies were employees of the City. MCSO deputies will cite all other citations, misdemeanor and felony charges into either the City's municipal court or the Multnomah County Circuit Court, as directed by their supervisor. To the extent possible under state law, revenue from criminal charges cited into Circuit Court shall be credited to the City as if the deputy were a City police officer.

12. MCSO Provides Personnel. The MCSO shall furnish all personnel deemed by the MCSO as necessary to provide the level of law enforcement service herein described.

12.1 Training. The MCSO shall determine and be solely responsible for all annual training requirements that may include semi-annual firearms training, annual emergency vehicle operations and pursuit intervention techniques, hazardous materials response, first aid and cardio-pulmonary resuscitation, and other in-service training.

12.2 Non-discrimination. County and the City certify that they are Equal Opportunity Employers. Each party shall comply with all applicable federal, state and local laws, as well as rules and regulations on discrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, sexual orientation or handicap.

13. MCSO Provides Equipment. The MCSO shall furnish such resources and equipment deemed by the MCSO as necessary to provide the level of law enforcement service herein described. The type and minimum amount of equipment and resources for law enforcement officers shall be provided by MCSO policy. The

City may provide additional equipment and resources beyond the minimum, with the concurrence of the Sheriff.

13.1 Computers and E-mail. The MCSO will provide access to a computer, an e-mail ID, appropriate software, training and support to all MCSO employees assigned to the City. All MCSO employees will maintain their County e-mail ID. Multnomah County Information Services will provide support for county-issued equipment.

13.2 Cell Phones. MCSO will provide the deputies assigned to City patrol with cell phones.

13.3 Radios. The MCSO shall provide 800 MHz radios to all deputies assigned to City patrol. Deputies assigned to the City will be dispatched and use MCSO radio channels.

13.4 Patrol Vehicles. The MCSO will provide patrol vehicles to deputies assigned to City. City will be charged for the use of those vehicles as included in the service cost set forth in section 6. The patrol vehicles will have City of Troutdale approved markings.

13.5 Uniforms. The MCSO will provide uniforms for all deputies assigned to City patrol duties. The uniforms will include the branding image approved by the City of Troutdale as an addition to the MCSO standard uniform. The brand, color and design of the standard MCSO uniform will be at the sole discretion of the Sheriff. When operationally feasible, and consistent with ordinary uniform wear and tear replacement, MCSO will seek to maintain available transferred City officers serving in City patrol districts to continue to serve in their previous City uniforms until January 2016.

14. MCSO Publishes News Releases. The MCSO contracted Chief of Police will coordinate with City officials on major incidents within the City, will provide City officials with timely reports about the status of major incidents, and will issue press releases, as necessary, regarding police activity in the City. City officials will not provide interviews or statements to the press without first consulting with the Sheriff or his designee prior to discussing a major police incident with the press or public.

15. City Responsibilities. In support of the MCSO providing police services, the City promises the following:

15.1 Municipal Police Authority. The City promises to confer municipal police authority on such MCSO police personnel as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement. When MCSO officers are engaged in enforcement of municipal ordinances, City agrees that to the extent required by section 16 the officers shall be considered agents of the City, and City shall be responsible for the officer's act of enforcing the ordinance, but MCSO shall remain liable for the officer's conduct in regard to the manner of enforcement. To illustrate the intent of this provision, if an officer assigned to City is sued for enforcement of a City ordinance because the ordinance is alleged to be unconstitutional, the City would be liable for defending the claim and the officer. If the officer was alleged to use excessive force while enforcing a City ordinance, that claim would arise from the manner of enforcement, and County would be liable for defending that claim and the actions of the officer. In the event that a claim involves an allegation of excessive force while enforcing an unconstitutional ordinance, the County would be liable for defending against the excessive force claim and paying any judgments arising from that claim, and the City would be liable for defending the allegation of an unconstitutional ordinance and paying any judgments arising from that claim.

15.2 Special Supplies. The City promises to supply at its own cost and expense any special supplies, citations, stationary, notices, forms, and the like, where such must be issued in the name of City.

15.3 BOEC Charges. The City agrees to perform contractual agreements and pay costs for police dispatch and emergency and non-emergency call taking for the City, provided by the Bureau of Emergency Communications (BOEC), City of Portland.

15.4 MCSO Employees. The City agrees that all matters incident to the performance of the services described herein, including standards of performance and supervision and discipline of assigned personnel, shall be and remain the responsibility of the MCSO. The City further agrees that the

assigned personnel provided hereunder by MCSO shall be and remain employees of the County. The assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of the MCSO. Scheduling, payment of salary, benefits and all other employee rights shall be in compliance with the County collective bargaining agreements and the County personnel rules, and shall govern all labor disputes arising out of this Agreement.

15.5 MCSO Enforcement Authority The City agrees that ORS 206.345(2), which states, "During the existence of the contract, the Sheriff and the deputies of the sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly. Pursuant to ORS 190.010, the MCSO shall also have the authority to enforce civil infractions pursuant to the City's Municipal Code. .

16. Indemnification.

16.1 Intent. It is the intent of this Agreement that the City and MCSO each are responsible for their own actions or the actions they direct or control. If a suit or action results from the policy, direction, act or omission of a party, that party shall defend and indemnify the other party as provided below.

16.2 County Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon constitution, the City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the City, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the

County and the City and their respective officers, agents, and employees, or any of them, the City shall satisfy the same. City shall secure and maintain throughout the terms of this agreement comprehensive liability insurance in the amount of two million dollars ($2,000,000) for City, its officers, employees and agents and naming Multnomah County as an additional insured. City agrees to fully indemnify and defend Multnomah County, its officers, employees and assigns against any action, suit or proceeding currently pending against the City, any city officer, employee or agent, specifically including any City police officer, provided however that this provision shall not apply to any cases where County or County employees or deputies are named in the action as a result of their own acts or omissions. City further agrees to fully indemnify and defend County for any action, proceeding (including any Unfair Labor Practice) brought by City, any current or former City employee, or any labor association that represents any current or former City employee, which arises from or relates to the transfer of City police department employees to Multnomah County, or from the transfer of employees back to the City of Troutdale in the event this agreement is terminated, provided that such duty shall cease to exist to the extent any such action or proceeding arises out of an act or omission by the County taken without consultation and consent from the City. City further agrees to fully indemnify and defend Multnomah County for any action brought against Multnomah County or any current Troutdale police department employee that relates to conduct related to or occurring while employed as a City of Troutdale officer or employee – it is the intent of this provision that the City remain responsible for any civil action or proceeding (such as a use of force lawsuit) against an officer or employee who is currently a City of Troutdale employee if the incident giving rise to the action occurred prior to the person(s) being transferred to Multnomah County pursuant to this intergovernmental agreement.

16.3 City Held Harmless. Subject to the limits of the Oregon Tort Claims Act and the Oregon constitution, the County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or

damages is brought against the City, the County shall defend the same at its sole cost and expense; provided that the City reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the City, and its officers, agents, and employees, or any of them, or jointly against the City and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. County is self-insured and maintains excess coverage for amounts over one million dollars. County shall maintain excess coverage in an amount of at least one million dollars ($1,000,000) and name City as an additional insured.

16.4 Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, County does not assume liability or responsibility for, or in any way release the City from any liability or responsibility which arises in whole, or in part, from the existence or effect of City ordinances, policies, customs, rules or regulations, whether written or unwritten. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation is at issue, the City shall defend the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or an individual officer assigned to the City due to the enforceability and/or validity of any such City ordinance, policy, custom, rule or regulation, the City shall satisfy the same, including all chargeable costs and reasonable attorney fees. If a claim, suit, administrative proceeding or action determines that a City policy or ordinance is unconstitutional and / or violates a person's rights, City shall indemnify County and any involved individual officer for damages attributable to the policy or ordinance being unconstitutional and/or a violation of a person's rights. The City's defense and indemnification of an individual officer pursuant to this section shall be in accordance with ORS 30.285. As set forth in this section, the City shall be liable for the defense and indemnity of claims that allege municipal liability as a result of a City ordinance, policy, custom, rule or regulation, and nothing in this section is intended to override the provisions of 16.2 and 16.3 that make each party liable for its own actions.

17. Termination Process. This Agreement is conditioned upon the faithful performance by both parties of the terms and provisions hereof, which are to be kept and performed. Either party may initiate a process to terminate this agreement as follows:

17.1 Notice of Termination. The City may choose at some future time to provide law enforcement services other than through the MCSO. Similarly, the MCSO may choose at some future time not to provide law enforcement services to the City. If either party wishes to terminate this agreement, they shall provide the other party with a 45-day written notice of intent to terminate the Agreement. Upon receipt of the written notice of intent, the City Manager, the Sheriff, and the Chair of the County Board of Commissioners or the Chair's designee shall hold a meeting, the purpose of which will be to understand the notice of intent including background of the reasons(s), and a review of alternatives and impacts, among other matters.

17.2 Written Notice. After the 45-day period has run, the party desiring to terminate the agreement shall provide at least 24 months written notice to the other party, unless the parties agree upon a shorter time frame.

17.3 Transition Plan. Within 60 days of the receipt of such written termination notice, the parties shall commence work on a plan to provide for an orderly transition of responsibilities from the County to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the County. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community as the service provider changes. This plan would include desired outcomes, project phases (including a preliminary transition plan development) and timelines, and project roles and responsibilities. Each party shall bear its respective costs in developing the transition plan and each will work cooperatively with the other party in the coordination of efforts. The transition plan shall identify and address the continuity of professional and quality police services before, during and through the transition period. The transition plan shall also identify and address any personnel, capital equipment, workload and any other issues related to the transition.

17.4 Failure to Pay, Interest Charge, and Termination. In the event the City fails to make a monthly payment within 45 days of an undisputed billing, the MCSO may charge an interest rate no more than two percentage points above the interest rate on the monthly MCSO investment earnings. Billings that are in accordance with the terms of section 6 of this agreement are presumed to be valid and undisputed. In addition, in the event the City fails to make a monthly payment within 90 days of an undisputed billing, or fails to pay a disputed portion of a bill within 90 days of resolution on the disputed amount, the County may terminate this Agreement with 60 days advance written notice. If termination is for non-payment under this section, sections 17.1 through 17.3 shall not apply.

17.5 Payment of Costs Upon Termination. Upon termination of this Agreement between the City and County, the City is obligated to pay all incurred service costs and, past due payments including accrued interest, and other costs by the termination date.

17.5.1 The MCSO will not charge interest on any disputed portion of a bill so long as the City pays the non-disputed portion of the bill within the 90-day time frame outlined in 17.4 above.

17.5.2 In the event of termination, City will receive all equipment, material, uniforms and supplies transferred to County at commencement of agreement. Equipment and materials in excess of $1,000 (excluding patrol vehicles) acquired during the term of this agreement will be cataloged and tracked by County, and transferred to City upon termination. City may purchase patrol vehicles from County at a number and price to be determined at the time of termination.

17.5.3 Upon the termination of this agreement for any reason, if any employee transferred to Multnomah County from City is still employed by Multnomah County, that employee may elect to be transferred back to City as provided in ORS 236.640 provided that the duties of the employee are assumed by the City. County shall liquidate any accrued compensatory time of transferred employees and shall pay to City a sum to reimburse City for all accrued time retained by transferred employees pursuant to ORS 236.610.

18. Non-Appropriations. In the event that the City Council reduces, changes, eliminates or otherwise modifies the funding for this agreement, then City may terminate this agreement, in whole or in part, effective upon delivery of written notice to County, or at such later date as established by City.

19. Transfer of Employees. Pursuant to ORS 236.610, current City employees will be transferred to County. City will provide all employment records for each employee pursuant to ORS 236.610(6). Seniority of transferred employees will be in accordance with ORS 236.620(1)(c). Any transferred employee who remains employed with MCSO until this agreement is terminated shall be eligible for and elect to be reinstated by City to their previous position, pursuant to ORS 236.640. Transfer of City employees shall be implemented as described in Appendix E and F.

20. PERS Liability. Both parties are existing PERS employers and therefore ORS 238.231 does not apply and further pursuant to ORS 236.610(7) and acknowledge that there shall be no unfunded liability or surplus paid or credited to or by the other party for the employee transfers, and pursuant to ORS 236.620(1)(b) transferred employees shall continue their existing PERS status.

21. Accrued Time of Transferred Employees. Pursuant to ORS 236.610(3), City employees transferred to MCSO may elect to retain any accrued sick leave, and retain hours of vacation leave as elected. City is responsible for liquidating any accrued compensatory time of employees being transferred to County. Payment to transferring City employees and transfer of leave hours shall be implemented as described in Appendix E and F. For leave hours that transferred employees elect to retain, City shall pay to County a sum equal to the number of hours of accrued leave times the employee's hourly rate of pay and this sum shall be paid by City within 30 days of transfer, and final leave hours reconciliation and shall be implemented as described in Appendix D.

22. Purchase of Equipment. City agrees to sell County eight police vehicles from its current fleet, which are identified in Appendix C and D to this agreement for the sum of $160,000. This amount will be paid to City within 30 days of the implementation date. Title, ownership and all insurance liability shall transfer to the County at 12:01 A.M. of the Agreement effective implementation date.

23. Duration. This Agreement is effective upon authorization and signature by both parties. The term of this agreement is from the effective implementation date in paragraph 2 above through June 30, 2025. This agreement may be renewed for an additional term upon written agreement of all parties.

24. Amendments. This Agreement may be amended at any time by mutual written agreement of the City, the Multnomah County Sheriff, and the Multnomah County Board of Commissioners.

25. Agreement Administration

25.1 Agreement Administrators. The Sheriff or designee and the City Manager, or designee shall serve as agreement administrators to review agreement performance and resolve operational problems.

25.2 Referral of Unresolved Problems. The City Manager shall refer any police service operational problem, which cannot be resolved, to the Sheriff. The Sheriff and City Manager shall meet as necessary to resolve such issues.

25.3 Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the Chair of the County Board of Commissioners or the Chair's designee, the Sheriff, and the City Manager.

25.4 Audits and Inspections. The records and documents with respect to all matters covered by this agreement shall be subject to inspection, review or audit by the County or City during the term of this Agreement and three (3) years after termination.

26. Third Party Beneficiaries. MCSO, County and City are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this agreement.

27. Written Notice. Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Sheriff for the County, and the City Manager, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty calendar days shall constitute reasonable notice for the exercise of any right in the event that applicable law specifically requires such notice.

28. Governing Law, Venue, Attorney Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the Multnomah County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon. Each party shall be responsible for its own costs and attorney fees.

29. Force Majeure. Neither County nor City shall be held responsible for delay or default caused by fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.

30. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

31. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.

32. Warranties. The parties represent and warrant that they have the authority to enter into and perform this Agreement, and that this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.

33. Other Necessary Acts. Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement, including but not limited to assignment or transfer of participation under other existing IGA's for Tri-Met, Gang Enforcement, and School Resource Officers.

34. Available Funds: Subject to the City maintaining timely agreement payments, the MCSO and County represent that the delivery of the agreement services to the City

shall continue, and that the County or MCSO may not unilaterally terminate or reduce the scope of services to be provided as a result of reduced MCSO budget funding.

35. Entire Agreement and Waiver of Default. The parties agree that this Agreement, including the Appendices as listed below, is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the County, which shall be attached to the original Agreement.

35.1 Appendices. The parties agree that the following Appendices are hereby incorporated in this agreement:

Appendix:

A. - Law Enforcement Activity Reporting
B. - Assigned Positions and Service Fee Schedule
C. - Vehicle Transfer and Purchase
D. - Transition Implementation Items
E. - Employee Transfer Agreement: TPOA & MCDSA
F. - Employee Transfer Agreement: AFSCME Council 75

< Followed by Signatures Page >

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly appointed officers on the date written below.

MULTNOMAH COUNTY, OREGON:

By: Deborah Kafoury, Chair
Multnomah County Board of Commissioners

Date:_____

By: Dan Staton, Sheriff
Contract Administrator

Date:_____

Approved as to Form:

Legal Counsel for Multnomah County

Date:_____

CITY OF TROUTDALE:

By: Doug Daoust, Mayor
City of Troutdale

Date:_____

By: Craig Ward, City Manager
City of Troutdale

Date:_____

Approved as to Form:

Legal Counsel for City of Troutdale

Date:_____

Appendix – A

Law Enforcement Activity Reporting
IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

The MCSO shall provide a summary monthly report in a format determined by MCSO for the below activities, and as modified over time by mutual agreement of the parties.

A. Response time from Dispatched to arriving on Scene to the Call.
Performance standard, maintain or reduce response time from the prior year of 2014 Troutdale BOEC calls:

4:36 minutes average response time for Priority 1 & 2 calls
10:30 minutes average response time for Priority 3 through 7 calls

- Call Response Times and Volume of Calls for Service may be affected by many variables such as; increases in population, changes in statutes, complexity of reported crimes and weather conditions.

B. Detective Case Activity
Reporting requirement of volume, case type and disposition

- This may be affected by change in statutes, evolving crimes, population shifts and increased reporting of crimes.

C. Traffic Stops made in the City of Troutdale
Reporting requirement of volume, type and disposition

- Traffic Citations which may be affected by change in traffic code, change in statutes and traffic grant availability.

D. Other Deputy Activity Reporting Summary:

- Total Calls for Service:
- Total time spent on calls (on-scene to clear):
- Average time spent per call (on-scene to clear):
- Dispatched:
- Self-initiated:
- Number of Traffic Stops
- Number of Subject Stops

Appendix – B

Assigned Positions and Service Fee Schedule

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

Staffing and Service Levels: For the assigned positions, materials, services and capital outlay items listed below the City shall pay County $2,826,656.00 for the provision of services during the first year of this agreement. For the first year of this agreement the MCSO has assigned the following positions to provide the services as set forth in section 4.1 to 4.3.

Assigned Positions:	FTE	Cost/ FTE	Fee
Leadership/Management			
9627 - Captain	0.66	$ 217,656	$ 143,653
Patrol Services			
2005 - Sergeants	1.37	163,106	223,456
2025 - Deputies	11.00	125,598	1,381,577
Additional Police Services			
Detectives (2025 - Deputy)	1.00	125,506	125,506
Administrative Services			
6002 - Office Assistant Sr.	1.00	77,078	77,078
6150 - Records Technician	1.00	81,965	81,965
Beach Patrol 25% of 2 SRO's (Deputy)	0.50	125,598	62,799
Overtime			218,569
Total FTE:	**16.53**		
Personnel Costs Subtotal:			**2,314,603**
Materials & Services (Operating Supplies, Protective Gear, Insurance, Equipment Maintenance, Fuel, Contract Services, Postage, Professional Services, Ballistic Vests, Training, Utilities/Phone)			219,847
County Wide Central Support Services Indirect Costs (HR, Accounting, Audit, Finance, Budget, Admin)			68,684
Departmental Management Indirect Costs (Statistical Analysis & Reporting, Fleet Management, Timekeeping, Payroll, Facilities, IT, Software, Risk Management, Fiscal Management)			149,533
Capital Outlay Items:			
Annual Patrol Vehicle Replacement Cost			58,990
Mobile Data Terminal Replacement			10,000
Portable & Mobile Radio Replacement			5,000
Total MCSO FY 2015-2016 Service Fee:			$ 2,826,656

The above assigned number and type of positions will remain constant unless modified according to section 7. The annual service fee in subsequent years will vary according to service level adjustments, if any, of section 7, and the cost escalator provisions of section 6.8.

Appendix – C

Vehicle Transfer & Purchase

IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

Purchase of Equipment. City agrees to sell MCSO eight police vehicles from its current fleet of, which are identified in the table below, for the sum of $160,000.00. This amount will be paid to City within 30 days of the implementation date. Further that title, ownership and liability shall transfer to the County at 12:01 A.M. of the Agreement effective date.

VEHICLE #	VEHICLE YEAR	MAKE	VIN	MODEL	MILEAGE	MILEAGE DATE	ASSIGNMENT
#28	2015	FORD	1FM5K8AR1FGB75753	SUV INTERCEPTR	50	3/4/2015	PATROL
#29	2015	FORD	1FM5K8AR3FGB75754	SUV INTERCEPTR	50	3/4/2015	PATROL
#3	2013	CHEVROLET	6G1MK5U24DL814690	CAPRICE	6,257	11/3/2014	LT.
#14	2014	FORD	1FM5K8AR3EGA71054	SUV INTERCEPTR	7,415	11/3/2014	PATROL
#26	2014	FORD	1FM5K8AR3EGA71053	SUV INTERCEPTR	12,000	11/3/2014	PATROL SGT.
#2	2013	CHEVROLET	6G1MK5U26DL814691	CAPRICE	15,771	11/3/2014	PATROL
#5	2012	CHEVROLET	6G1MK5U2XCL640462	CAPRICE	16,040	11/3/2014	PATROL
#1	2011	CHEVROLET	2G1WD5EM0B1157423	IMPALA	24,800	11/3/2014	CHIEF

Appendix – D

Transition Implementation Items
IGA between MCSO & City of Troutdale
For Contract Law Enforcement Services

This Appendix is to address costs associated with "one time only" expenditures and revenues for each party associated with the implementation of the IGA.

1. As described in Appendix C the City will transfer and the County will purchase eight current City police vehicles for the sum of $160,000. This amount will be paid to City within 30 days of the implementation date. Further that title, ownership and liability shall transfer to the County at 12:01 A.M. of the Agreement effective date.

2. As described in Appendix E and F the City will transfer to the County City employees who elect to retain accrued sick leave and accrued vacation hours. For leave hours that transferred employees elect to retain, City shall pay to County a sum equal to the number of hours of accrued leave times the employee's starting County hourly rate of pay and this sum shall be paid by City within 30 days of transfer subject to the final leave hours reconciliation. *(An estimated total accrued leave cost calculated in February 2014 was approximately $500,000 which represents the City cost, a portion of which would be paid directly to the employee for those accrued hours they elect not to transfer to the County.)*

3. The parties acknowledge that it will take time to fully implement all the support services (i.e. cell phones) for delivery of the contracted law enforcement services. The parties agree to reconcile and apportion costs and revenues based on the effective implementation date.

4. The City is party to a number of other contracts, IGA's or grant funding arrangements, which the City will assign, transfer, amend or otherwise arrange for the MCSO and County to assume the duties of, and revenue from, these agreements. These agreements include School Resource Officer IGA with Reynolds High School, East Metro Gang Enforcement from State grant funding administrated through City of Gresham, Tri-Met Officer assignment and reimbursement agreement, and reimbursement for police coverage of the McMenamins Edgefield summer concert series.

Exhibit B
AGENDA ITEM # 5
Council Mtg. 3/24/2015

Summary of Expanded Public Safety Services Provided through the MCSO

The cost of the existing service levels and configuration of the Police department is compared to an enhanced level of services and capabilities proposed under the MCSO. The basis of *"getting more service for less cost"* benefit expectation.

Other Benefits / Efficiencies from Increased Size and Scale:

Expanded Records Window access for the Public. Currently only 40 hours per week, 173 hours per month. Once records consolidation can be implemented there will be 24/7 window access representing an additional 557 hours of Public Access per month. This also improves the efficiency and effectiveness for patrol officers by not requiring them to return to the station from an incident scene to look up information in order to clear the call. They would be able to obtain the records information over the radio as they currently are able to do only during the day shift five days per week Monday through Friday.

Absorbing Property and Evidence custody activities which currently divert approximately 0.5 of a Patrol Officer position to maintain minimum basic custody requirements.

And additional service enhancements as the Chief reviewed at previous work sessions:

- FULL Supervision (24/7)
- Patrol (FULL staffing)
- Investigations (Full-Service)
- Full-Service Records (24/7) Staffing
- Dedicated Training Unit
- Full-Service Property Control
- Dedicated River Patrol Unit
- SWAT (Enhanced Staffing)
- MCT – Major Crimes Team (Enhanced Staffing)
- VCT – Vehicle Crash Team (Enhanced Staffing)
- HNT – Hostage Negotiation (Enhanced Staffing)
- Reserve Program (Enhanced Staffing)
- Program Management (Enhanced Efficiency)
- Crime Analysis (Full Service)

Additional Secured Services and Benefits as the Sheriff reviewed at the prior work sessions:

- Traffic Enforcement
- Motor Unit
- Drug Lab/HazMat Mitigation
- River Patrol
    - Dive Team
    - Swift Water Rescue
- SAR – Search & Rescue
- K-9 (Drug and Tracking)
- Investigative Services
    - Intercept Unit
    - Elder Abuse
    - Child Abuse
    - DVERT (Domestic Violence)
    - Human Trafficking
    - Waste Management enforcement
- WST –Warrant Strike Team
- Community Resource Officer
- Forest Service Lands Enforcement
- Citizens Academy
- Citizens Patrol
- Inmate Work Crew
- Special Events Management
- East County Booking Facility

Additional savings that the Sheriff expects MCSO to achieve from the service consolidation through efficiencies from Increased Size and Scale:

- Services
- Training
- Academy Costs
- Overtime
- Equipment
- Fleet
- Fuel
- Maintenance

Savings in these areas results from the MCSO being able to function more efficiently and effectively through the utilization of existing unused capacity while absorbing our staff and operations into the budgeted vacancies.

Exhibit C
AGENDA ITEM # 5
Council Meeting March 24, 2015

3/12/2015 Council Memo

Follow up information from 3/3/2015 work session

Contents:

	Page
Memo	00003
Attachments:	
Cost schedule & budget background MCSO IGA Service Fee	00009
Draft Police Budget FY 2015-16 with the MCSO IGA	00027
Draft Police Budget FY 2015-16 without the MCSO IGA	00035
Current Police Budget FY 2014-15	00043
Multnomah County Employee General Benefits Info	00051
Maywood Park IGA with MCSO	00075
Wood Village IGA with MCSO	00081
Slides from March 3, 2015 work session	00087

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City of Troutdale

Finance Department

Memorandum

Date: March 12, 2015

To: Mayor and Councilors

From: Erich Mueller, Finance Director

RE: Follow up information from 3/3/15 work session

There were requests for several types of additional information at the March 3, 2015 Council Work Session on the proposed contracted law enforcement IGA with MCSO.

There are several attachments for your review:

1. Cost schedule and budget background info on MCSO IGA Service Fee
2. Draft Police Budget FY 2015-16 with the MCSO IGA
3. Draft Police Budget FY 2015-16 with***out*** the MCSO IGA
4. Current Police Budget FY 2014-15
5. Multnomah County Employee Benefits General & Sample Info
6. Maywood Park IGA with MCSO
7. Wood Village IGA with MCSO
8. Slides from March 3, 2015 work session

Following are additional financial details for the comparison savings estimates.

Employee Transfers:

There are 28.5 budgeted FTE in the Police Department, the Evidence Tech duties are currently being performed by a patrol officer. Also the model assumes the 0.5 FTE of the Code Enforcement Officer would remain with the City initially.

All 28 positions would be transferred to the MCSO. The City would pay under the contract for services of 16.5 positions: a Captain, Sergeants, Deputies, Detective, Admin Staff, Records Technician, and a 0.50 for Summer Beach Patrol. The City would assign the IGA participation for the SRO positions, the Tri-Met Officer and the EMGET Officer to the MCSO. The MCSO would add the detectives to the existing unit, and the records staff and patrol officers would fill other existing budgeted vacancies.

The cost of the existing service levels and configuration of the Police department is compared to an enhanced level of services and capabilities proposed under the MCSO. The basis of *"getting more service for less cost"* benefit expectation.

FTE comparison
We currently pay for specific named employees, under the IGA we would transition to paying for delivery of specific "services" rather than "people."

The below table illustrates our current FTE's and the "positions" we would pay for under the IGA. We have 16 positions designated toward "patrol" duties, 12 Officers and 4 Sergeants. Currently with vacancies, light duty restrictions and other duties, only 12 FTE are able to cover patrol.

As we reviewed in May 2014, the number of FTE needed for 1 Officer on duty 24/7 is 4.2 **before** relief factors are added. Relief Coverage based on private industry studies of 24/7/365 shift operations, depending on the workforce demographics, runs from 1.4 to 1.7 FTE needed for each full time position, to provide 2 days off per week, vacation, sick leave and training time.

To staff the 2 Troutdale Patrol Districts around the clock it would require a range between 8.4 x 1.4 = 11.76 to 8.4 x 1.7 = 14.28 staff. Under the IGA we would pay for 12.37 positions devoted to patrol duties.

Existing FTE:		MCSO to Absorb			City Contract Cost
Command:					
POLICE CHIEF	1	===>>	1	===>>	**0.66**
POLICE LIEUTENANT	1	===>>	1		
Patrol:					
POLICE SERGEANT	4	===>>	4	===>>	**1.37**
POLICE OFFICER	12	===>>	12	===>>	**11**
Other Police Services:					
POLICE INVESTIGATOR	2	===>>	2	===>>	**1**
POLICE SRO	2	===>>	2	===>>	**0.50**
TRANSIT POLICE OFFICER	1	===>>	1		
GANG ENFORCEMENT OFFICER	1	===>>	1		
Admin Staff:					
PD ADMINISTRATIVE SPECIALIST	1	===>>	1		**1**
POLICE EVIDENCE TECH- vacant	1	===>>	1		
POLICE RECORDS SPECIALIST	2	===>>	2		**1**
	28		28		**16.53**
City Personnel Cost		Contract Personnel Cost:			
3,258,376					2,314,603
FY 2016-15 Budget				Savings:	(943,773)

The IGA Assigned Positions to deliver the services are generic average employee cost of salary and benefits for that job classification.

The assigned positions are the incremental workload necessary to deliver the services while leveraging the efficiencies with existing programs, units and management structures in the MCSO. The combined records unit would gain efficiencies and result in overall cost savings. We would be paying a share of the combined costs while benefiting from the cost savings through elimination of duplication and use of excess capacity.

The MCSO has assigned the following positions to provide the services as set forth in section 4.1 to 4.3 of the IGA. Again paying for "positions" not specific people.

Assigned Positions:	FTE	Cost/ FTE	Fee
Leadership/Management			
9627 - Captain	0.66	$ 217,656	$ 143,653
Patrol Services			
2005 - Sergeants	1.37	163,106	223,456
2025 - Deputies	11.00	125,598	1,381,577
Additional Police Services			
Detectives (2025 - Deputy)	1.00	125,506	125,506
Administrative Services			
6002 - Office Assistant Sr.	1.00	77,078	77,078
6150 - Records Technician	1.00	81,965	81,965
Beach Patrol 25% of 2 SRO's (Deputy)	0.50	125,598	62,799
Overtime			218,569
Total FTE:	**16.53**		
Personnel Costs Subtotal:			**2,314,603**
Materials & Services (Operating Supplies, Protective Gear, Insurance, Equipment Maintenance, Fuel, Contract Services, Postage, Professional Services, Ballistic Vests, Training, Utilities/Phone)			219,847
County Wide Central Support Services Indirect Costs (HR, Accounting, Audit, Finance, Budget, Admin)			68,684
Departmental Management Indirect Costs (Statistical Analysis & Reporting, Fleet Management, Timekeeping, Payroll, Facilities, IT, Software, Risk Management, Fiscal Management)			149,533
Capital Outlay Items:			
Annual Patrol Vehicle Replacement Cost			58,990
Mobile Data Terminal Replacement			10,000
Portable & Mobile Radio Replacement			5,000
Total MCSO FY 2015-2016 Service Fee:			$ 2,826,656

The concept cost numbers from early 2014 were further refined to account for the allocation of the overall operational costs into the contract for law enforcement services.

How do the different models costs compare?

	FY 2015-**16** New TPOA CBA	*FY 2014-15* current year budget	FY 2015-**16** prior yr. +2.5%		FY 2015-**16** MCSO Option	*IGA Contract Cost*	*Retained City Costs*
TOTAL PERSONNEL SERVICES	3,906,384	3,260,482	3,341,994		2,356,053	*2,314,603*	*41,450*
TOTAL MATERIALS & SERVICES	985,332	870,226	891,982		911,913	*438,063*	*473,850*
TOTAL CAPITAL OUTLAY	155,055	150,700	154,468		98,690	*73,990*	*24,700*
sub total	5,046,772	4,281,408	4,388,443		3,366,656	*2,826,656*	*540,000*
Third Party reimb.	(481,677)	(414,000)	(424,350)				
Net Cost:	4,565,095	3,867,408	3,964,093		3,366,656		
Prelim/Annual Savings	1,198,439	500,752	597,437				
Year 1 Only cost	(333,000)	(333,000)	(333,000)				
Net Savings **Yr. 1 only**	865,439	167,752	264,437				
Ten year savings	11,651,389	4,674,522	5,641,374				

The ***estimated*** FY 2015-16 Costs based on labor negotiations for existing staffing levels:
$3,906,384 for Personnel Services,
$985,332 of Materials and Services, and
$155,055 for Capital Outlay,
$5,046,772 Total Expenditures – *preliminary cost*
-$481,677 Reduction for cost recoveries from SRO, EMGET, Tri-Met, etc...
$4,565,095 as the net "City Cost" to the General Fund for FY 2015-16

These costs above are slightly higher, when pulling more detail together I discovered some cost lines in the spreadsheet I missed in the earlier summary.

City Cost with MCSO Contract Next FY 2015-16
$ 2,826,656 MCSO Services Contract Fee
$540,000 "City Retained Costs" *(see below)*
$3,366,656 City base annual cost under the MCSO contract option.

Costs are either services as *"City **Contract** Costs"* or a few items which remain as *"City **Retained** Costs."*

Excluding the first year implementation transition costs, the annual ongoing operations is approximately $1.1 million ***(estimated)*** less costly under the MCSO Contract option

First Year ONLY implementation transition items:

$493,000	***Estimated*** Transferred employee leave bank payout ORS 236
-$160,000	Credit for transferred Police fleet vehicles
$3,699,659	1st Year City Cost with MCSO Contract

Including the first year implementation transition costs, $865,000 ***(estimated)*** less costly under the MCSO Contract option

City Retained Costs:

The estimated amount of the "City Cost **with** MCSO Contract", is where the contract fee would be the largest cost item, but ***would not be*** the only cost remaining in the Police budget. These other items are captured as City Retained Costs. These are a variety of retained costs for items which the MCSO would not be providing services or otherwise remain the City's responsibility. The largest cost being the BOEC dispatch costs which are charged based on jurisdiction population. The personnel services and materials and services cost associated with our 0.5 FTE Code Enforcement Officer are also retained costs. We have also assumed the City would still fund the AMR Summer beach coverage program.

City Retained Costs:

$423,000	BOEC dispatch charges
$44,500	Code Enforcement Officer – personnel and materials
$37,800	equipment lease & maintenance fees
$24,700	Arbitrator video system final lease payment
$10,000	AMR Summer beach coverage program
$540,000	

Cost "savings" Assumptions:

Cost savings are of course based on what you compare the cost to. Also "savings" does not mean there is a pile of cash, just that one alternative is less costly than another. The Budget for FY 2015-16 has not yet been determined by the Budget Committee, so all the alternatives are based on assumptions of what the Budget Committee may or may not decide.

The potential cost under the pending TPOA contract is based on the assumption that the staffing levels would remain unchanged. The Budget Committee, however may not be willing to spend the estimated $5 million.

What is not an assumption is that the City is faced with more expense per law enforcement employee next year. The rate per officer will be more expensive due to

both the statutory and marketplace comparators. The total cost is a function of employee rate times the number of employees. So the only way to reduce the cost would be to reduce the number of officers from the current staffing level.

	BASE pay only			
Police Officer	2% COLA est for 7/1/2015			
Agency	steps	Estimated 7/1/2015 top step hrly	Annual	% of current TPOA
Portland	7	38.8212	$ 80,748	128%
Gresham	7	35.7785	$ 74,419	118%
CCSO	6	35.2981	$ 73,420	117%
Canby	5	34.7729	$ 72,328	115%
Forest Grove	6	34.5015	$ 71,763	114%
MCSO	6	34.4849	$ 71,729	114%
Milwaukie	6	34.1190	$ 70,968	113%
Sherwood	6	33.1194	$ 68,888	110%
Gladstone	5	30.8476	$ 64,163	102%
Troutdale -current	5	30.2175	$ 62,852	100%
St. Helens	6	29.7000	$ 61,776	98%

Labor Costs:

The estimated City costs in FY 2015-16 include a significant cost increase salary and benefits based on the pending new TPOA labor contract. The wage cost increase is significant as the City is below surrounding agency wages. Several of the agencies are recruiting for lateral hires of experienced police officers. (Portland, Gresham, Clackamas County Sheriff, Oregon State Police, Port of Portland Police, etc…)

TPOA members are strongly in support of the MCSO Services Contract option. They desire both the increase in salary and benefits, but also the expanded career opportunities the MCSO can offer through specialty assignments and room for advancement, which the City due to its limited size simply cannot offer. While they enjoy their work in Troutdale, they do not wish to be forced to choose between their current City position versus what is best for their family income, medical benefits and retirement. An overwhelming majority of the current Officers have indicated they will be forced to leave their City positon if the MCSO Services Contract option is not implemented.

The several attachments to this memo include more detail on the cost estimates.

Let me know if you have further questions.

Cost schedule and budget background info on MCSO IGA Service Fee:

Staffing and Service Levels: For the assigned positions, materials, services and capital outlay items listed below the City shall pay County $2,826,656.00 for the provision of services during the first year of this agreement. For the first year of this agreement the MCSO has assigned the following positions to provide the services as set forth in section 4.1 to 4.3.

Assigned Positions:	FTE	Cost/ FTE	Fee
Leadership/Management			
9627 - Captain	0.66	$ 217,656	$ 143,653
Patrol Services			
2005 - Sergeants	1.37	163,106	223,456
2025 - Deputies	11.00	125,598	1,381,577
Additional Police Services			
Detectives (2025 - Deputy)	1.00	125,506	125,506
Administrative Services			
6002 - Office Assistant Sr.	1.00	77,078	77,078
6150 - Records Technician	1.00	81,965	81,965
Beach Patrol 25% of 2 SRO's (Deputy)	0.50	125,598	62,799
Overtime			218,569
Total FTE:	**16.53**		
Personnel Costs Subtotal:			**2,314,603**
Materials & Services (Operating Supplies, Protective Gear, Insurance, Equipment Maintenance, Fuel, Contract Services, Postage, Professional Services, Ballistic Vests, Training, Utilities/Phone)			219,847
County Wide Central Support Services Indirect Costs (HR, Accounting, Audit, Finance, Budget, Admin)			68,684
Departmental Management Indirect Costs (Statistical Analysis & Reporting, Fleet Management, Timekeeping, Payroll, Facilities, IT, Software, Risk Management, Fiscal Management)			149,533
Capital Outlay Items:			
Annual Patrol Vehicle Replacement Cost			58,990
Mobile Data Terminal Replacement			10,000
Portable & Mobile Radio Replacement			5,000
Total MCSO FY 2015-2016 Service Fee:			$ 2,826,656

The above assigned number and type of positions will remain constant unless modified according to section 7. The annual service fee in subsequent years will vary according to service level adjustments, if any, of section 7, and the cost escalator provisions of section 6.8.

The concept cost numbers were further refined to account for the allocation of the overall operational costs into the contract for law enforcement services. Costs are either services as *"City **Contract** Costs"* or a few items which remain as *"City **Retained** Costs."* Pages from are included.

The MCSO and County Budget worked through the preliminary cost estimates and developed the costs of for the assigned positions, materials, services and capital outlay items listed above. The model for Personnel costs was revised from attempting to account for specific transferring employees (with their seniority, education, shift, assignment and other pay adjustments) to a generic position cost model which is much more realistic for a 10 year term.

The following pages include the working group preliminary estimates, which were subsequently revised. Also pages from the County budget manual related to costing of positions.

Working Group
Preliminary Estimates

Year Ago
Jan-April 2014

EXPENSE TYPE	DEPARTMENT PROPOSED BUDGET 2014-15	MCSO Cover	City Contract Cost	Retained City Cost
Stationery Items	2,000	2,000	2,000	
Parking	200	200		
Criminal/Vehicle Code, Manuals (every 2 years)	150	150	150	
New Uniforms/Clean/Replace	4,000	4,000	2,000	
	4,150			
Postage	1,500	1,500		
Integra, Verizon, PGE	49,000	49,000		
PD Copier	6,300			6,300
Gas: Chief/Sergeants	15,000	15,000	8,000	
HVAC System	6,000			6,000
Network Printer/Fax Machines	500	500		
Veh. Maint/Repairs	8,000	8,000	5,000	
	29,500			
Accreditation	1,050	1,050		
Crime Analysis/Lowe (Grant offset)	-			
Crime Analysis/Troudt (Grant offset)	-			
	1,050			
Cellular Phone	7,100	7,100	7,100	
Trauma Intervention Prog (TIP)	1,500	1,500		
East Metro Mediation	3,500			3,500
Flash Alert	400			400
	12,500			
Insurance CIS liability & property	11,100	11,100		
Natl Assn Police Chiefs	-	-		
OEDI	135	135		
OR Assn Police Chiefs	350	350		
IACP	120	120		
	605			
Admin. Asst. LEDS / Records Mgmt	200	200	200	
Chief - OACP, ELETS/OEDI, Professional Certifications	2,000	2,000	2,000	
Lieutenant (1) Sgts. (4) for Training, Development, College Reimbursement, Command College	6,800	6,800	6,800	
Mgmt. Development	5,000	5,000	5,000	
	14,000			
	$ 131,905	115,705	38,250	16,200
			93,655	

EXPENSE TYPE	DEPARTMENT PROPOSED BUDGET 2014-15					
Supplies	300	300	300			

Working Group
Preliminary Estimates

Year Ago
Jan-April 2014

EXPENSE TYPE	DEPARTMENT PROPOSED BUDGET 2014-15						
Property & Evidence Software	-		-	-			
Stationery Supplies	5,000		5,000	5,000			
40/9mm/45/380 AMMO	15,000		15,000	15,000			
Beach Expenses to AMR	10,000				10,000		
Composite Fee	300		300				
Crime Prevention	700		700				
Crime Scene Evidence System	5,500		5,500				
DMV Photos & Suspension Packets	1,000		1,000				
Duty Holsters	250		250	250			
Evidence Forms,Supplies (include CDs, Tapes, DVDs)	3,500		3,500				
Evidence Storage	-		-				
Flares	3,500		3,500	3,500			
Records/Officer Forms & Supplies	3,500		3,500	3,500			
Initiated Towing Fees	600		600				
Parking	650		650				
Replacement Duty Belt Equip	-		-				
Special Events	1,500		1,500				
PSAC Meetings	-		-				
River Safety Equipment	500		500				
Weapon Replacement	5,000		5,000	5,000			
Code Enforcement Printing	400		400		400		
Code Enforc - DMV License Reports	500		500		500		
Taser Replacement	2,400		2,400	2,400			
	54,800						
Digital Cameras (3)	500		500	500			
Flashlight & Chargers	800		800	800			
Handcuffs	200		200	200			
Protective Gear	400		400	400			
Digital Recorders	200		200	200			
Unexpected Equipment Replace.	750		750	750			
	2,850						
Ballistic Vest Replacm't (6 - Grant offset)	5,700		5,700	1,500			
Buy Money	1,000		1,000				
First Aid Supplies	500		500	500			
Criminal Code (every 2 years)	150		150	150			
Uniform Patches	100		100	100			
Uniform Cleaning	4,750		4,750				
Uniform Replacement	4,000		4,000	4,000			
Replacement Duty Belt Equip	1,000		1,000	1,000			
Manuals, pocket press (every 2 years)	200		200	200			
Vehicle Code Books (every 2 years)	150		150	150			
Code Enforcement Clothing	250				250		
	17,800						
Postage	-		-				
Car Washes	1,500		1,500	1,500			
Flashlight Batteries	-		-				
Flashlight Lamps	-		-				
Gas, Parts, Maint/Repairs	110,000		110,000	70,000			
Gen. Serv. State Bid Fee	200		200	200			
MDT Maintenance	8,000		8,000	5,280			
Mobile/Port Radio Maintenance	6,100		6,100	4,026			
PacSet Batteries	1,500		1,500	1,500			
Radar Repair	1,000		1,000				
Code Enforcement Gas, Maint.	-		-				

Working Group
Preliminary Estimates

Year Ago
Jan-April 2014

EXPENSE TYPE	DEPARTMENT PROPOSED BUDGET 2014-15						
Vehicle Light bar Maintenance	1,000		1,000				
Arbitrator repair/Maintenance	6,000		6,000		6,000		
	135,300						
BOEC Communications Dispatch	362,570				362,570		
Communications Access Fee 800Mhz	32,000				32,000		
East County Booking Facility Cost Share	5,000		5,000				
MDT Aircards - Verizon (20)	12,000		12,000	6,000			
MDT NetMotion Connection - GPD	2,500		2,500	1,250			
MDT Software Programming ePPDS	3,600		3,600	1,800			
Cellular Phone Fees	7,500		7,500	7,500			
WebLEDS/TAME Accred. Systems Maint.	1,500		1,500				
PPDS & FileonQ Maint. (Records/Evidence)	27,000		27,000	27,000			
OSP User Charges	520		520	520			
IWORQs System Maint. (Code Enf.)	1,200				1,200		
Juvenile Custody Photo/Prints	300		300				
Translating Services	300		300				
Elevator Maintenance Contract	1,850				1,850		
Tyco Facility Security Monitor	550				550		
Schedule Anywhere Annual Fee	550		550				
	458,940						
Insurance CIS liability & property	42,300		42,300				
Investigation Per Diem	400		400	1,000			
Officer Training Films/Manuals	200		200	200			
Instructor Certification	7,000		7,000				
Records & Evidence Training	900		900				
Publications/Subscriptions	360		360				
G.R.E.A.T. & SRO Training	500		500				
E.M.G.E.T. Training	-		-				
Oregon Code Enf. Assoc Membership	50				50		
Code Enforcement Training/Confer.	650				650		
	10,060						
Reserve Donation Program	-		-				
Uniforms/Duty Gear	2,500		2,500				
	2,500						
Donation Program	-		-				
Regular	1,000		1,000				
	1,000						
Lab Clean-up	2,500		2,500				
	$ 733,350		324,230	173,176	416,020		$ 144,154
							0.196569196
				560,174			

CAPITAL OUTLAY DESCRIPTION	DEPARTMENT PROPOSED BUDGET 2014-15						
Mobile Data Terminals Replacement	$ 10,000		10,000	2,500			
Portable Radios	24,000		24,000				
Video Cameras Arbitrator Lease yr 5 of 5	24,700		24,700		24,700		
Mobile (FP) Radios (County and City)	12,000		12,000				
	70,700						
Light Bar	4,000		4,000				

Working Group
Preliminary Estimates

Year Ago
Jan-April 2014

	DEPARTMENT						
	PROPOSED						
	BUDGET						
EXPENSE TYPE	2014-15						
New Car Transfer Equip Labor	24,000		24,000				
2 Patrol Vehicles	49,000		49,000				
Security Divider	1,500		1,500				
Plastic Seat	1,500		1,500				
	80,000			37,800			
	$ 150,700		150,700	40,300	24,700		
667							
4,666.67	1,015,955		590,635	251,726	456,920		
56,000.00							
				307,309			
450							
3,150.00				City	Retained		
37,800.00			MCSO	Contract	City		
			Cover	Cost	Cost		
TOTAL MATERIALS & SERVICES		865,255	439,935	211,426	432,220		
TOTAL CAPITAL OUTLAY		150,700	150,700	40,300	24,700		
		1,015,955	590,635	251,726	456,920	708,646	307,309
						0.697517	
	$ 865,255						

- **Reclassify Positions:** the position's Job Class Number (JCN) is based on what was in SAP at the time of the upload into TeamBudget. If you need to change a position's JCN, please use the form titled Request a JCN (Reclass) or FTE Change to a Position.

DO NOT budget for salary savings. If you must reduce position costs in order to balance your budget request, you will have to reduce or eliminate positions.

Assumptions Behind Position Costs

Below are the assumptions that went into the TeamBudget Position Planning section.

Represented employee costs were built assuming the calculated base pay for FY 2015 including step increases, any recently added/adjusted steps, and briefing pay adjustments, 2088 hours for hourly positions. COLA increases were calculated at 2.0%.

Non-represented/Management employee costs were built assuming merit increases and a 2.0% COLA increase.

Additional adjustments included in the projections
60000 (Permanent)

- Corrections Officers: 2.8% Briefing Pay adjustment
- Deputy Sheriffs and Corrections Officers bargaining units: wage scales averaged based on employees that were at that step

60130 (Salary Related)
VEBA is now calculated as part of 60130 (Salary Related Expenses) and not part of 60000 (Permanent). The following groups receive VEBA:

- Deputy Sheriff's 1%
- FOPPO 1%
- Non-represented 1%
- Electricians Local 48 3%
- HVAC Engineers Local 701 3%

The annual medical/dental insurance (60140) flat amounts for FY 2015 are as follows:

- $14,152 per full-time employees
- $10,614 per Local 88 three-quarter-time employees
- $8,073 per half-time employees.

Rate tables for Salary Related Expenses (60130) and Insurance Benefits (60140) can be found in **Appendix A**.

Permanent Full-Time: Any employee working 32 hours per week or more on a regular basis. Full time employees are entitled to full benefits.

Permanent Three-Quarter Time (Local 88 ONLY): Any employee working 30 hours per week on a regular basis. Three-Quarter Time employees are entitled to three-quarter benefits for health and dental insurance, and full life insurance.

Permanent Part-Time (EXCEPT Local 88): Any employee working 20 - 32 hours per week on a regular basis. Entitlement to step increases varies by bargaining unit. Check the appropriate contract to determine when a step increase is anticipated for permanent part-time employees. Permanent part-time employees are entitled to half-time benefits for health, dental, and full life insurance.

Temporary: Any employee working less than 20 hours per week or working full-time for less than half the year. You must budget for FICA, Tri-Met tax, workers' compensation, and unemployment.

Limited Duration Employees: Any employee assigned for a defined period of time for a special project, a grant or to perform duties that have other limited funding.

Personnel Costs

The following cost elements are those used to budget County personnel expenditures. Because the County's largest expenditures and cost drivers are related to personnel, extra information has been included here.

60000 Permanent

This cost element accounts for employee base pay. TeamBudget auto calculates the base pay for a position (current or a new or vacant) by doing the following:

- ***For bargaining unit (Hourly) employees:*** Multiplies the employee's base pay hourly rate by the total number of hours for the fiscal year. Total hours for full time are 2088. If an employee is entitled to a step increase during the year, TeamBudget determines how many work hours are paid at the beginning rate and how many work hours fall after the step increase. These figures added together equal the total base pay for that position.
- ***Exempt Employees:*** Multiplies the employee's semi-monthly rate by 24. If an exempt employee is entitled to a merit increase, TeamBudget applies it as of July 1. TeamBudget determines if an exempt employee is at the top of the range before determining whether to apply a merit increase.
- ***Limited Duration Employees:*** Permanent pay costs for limited duration employees should be budgeted in 60100 (Temporary Employees).

60110 Overtime

This cost element accounts for employee payroll overtime payments. To determine how much overtime pay to budget, do the following:

1. Evaluate the nature of the tasks that require overtime coverage and any other information that will justify the request.
2. Estimate the amount you expect to need, and document your calculation.
3. Calculate figures for Salary Related Expense and Insurance Benefits.
   - Overtime pay for permanent employees includes the same Salary Related Expense and insurance components as for permanent pay excluding medical/dental insurance. Budget these in 60130 and 60140.
   - Overtime pay for temporary employees includes the same Salary Related Expense and Insurance components as for temporary employees. Budget these in 60135 and 60145.
   - Find the appropriate rates by referring to the Salary Related Expense and Insurance rate tables on the following pages.

60120 Premium

This cost element accounts for premium pay employees may receive in addition to their base pay, because of the type of work or hours of work involved. These categories include shift differentials, incentive pay, trainer pay, lock-up premiums, hazardous or obnoxious work, or lead work. To determine how much premium pay to budget, do the following:

1. Evaluate the need for this kind of pay.
2. Compute the amount, and document your calculation. The base pay is allocated to cost element 60000 (Permanent). *Only the amount **in addition** to the employee's regular rate is charged to Premium.* Lead Workers are no longer in a separate classification - you may list them here and budget for the premium pay.

- Some categories of work are compensated by a flat rate of premium pay. Estimate the total hours of work and multiply by the premium rate.
- Other categories receive a premium based on a percentage of base pay. In these cases you will need to determine how many hours will be paid the premium and then multiply by the appropriate percentage.

Don't forget to calculate salary related and insurance benefits for premium

Note: if you record lead pay under 60120 (Premium), remember to calculate figures for Salary Related Expense and Insurance Benefits based on this amount. Premium pay for permanent employees includes the same Salary Related Expense and Insurance components as for permanent pay excluding medical/dental insurance. Budget permanent Salary Related and Insurance amounts in 60130 and 60140.

Premium pay for temporary employees includes the same fringe and insurance rates for temps. Budget temp Fringe and Insurance amounts in 60135 and 60145. Find the appropriate rates in the Salary Related Expense and Insurance rate tables.

60130 Salary Related Expenses

This cost element accounts for permanent employee benefits costs, including PERS and FICA (Social Security) benefits, VEBA and the Tri-Met payroll tax. TeamBudget auto calculates these costs, by doing the following:

1. Determines the employee's bargaining unit and pension category (uniformed or not), and
2. Chooses which of the five rates applies from the table below.
   - ***Don't know which rates apply?*** Check the employee's labor agreement at multco.us/employee-labor-relations/labor-contracts to learn that employee's benefits eligibility.
   - ***Does the employee get a VEBA?*** If so add the appropriate percentage (see page 49).
   - ***Are you budgeting for Corrections Officers?*** An arbitration ruling and subsequent contract negotiations provide for an additional 1% County contribution to members' IAP accounts in FY 2015.
   - Overtime and Premium pay salary related benefits for permanent positions are *manually* calculated and budgeted here.

For instructions on **calculating benefits for temporary or overtime pay or** for limited duration and temporary positions, see 60110.

Components of Salary Related Expenses (60130)

For All Departments

	Non-Uniformed					Uniformed				
	FICA *	PERS**	PERS Bond Surcharge	Tri-Met	TOTAL 60130 PCT	FICA *	PERS**	PERS Bond Surcharge	Tri-Met	TOTAL 60130 PCT
Regular' Employees	7.65%	18.27%	6.25%	0.71%	**32.88%**	7.65%	26.11%	6.25%	0.71%	**40.72%**
OPSRP Employees	7.65%	16.55%	6.25%	0.71%	**31.16%**	7.65%	19.28%	6.25%	0.71%	**33.89%**
OPSRP MCCDA						7.65%	20.28%	6.25%	0.71%	**34.89%**

** FICA on first $117,000 of salary is 0.0765; and 0.0145 for wages over $117,000.*

***Includes both the Employer cost and the 6.00% pick-up.*

60140 Insurance Benefits

This cost element accounts for medical, dental, and other insurance coverage for permanent County employees. TeamBudget auto calculates insurance expense by doing the following:

1. Chooses the appropriate rates (see table below).
2. Adds an amount for medical and dental insurance. The cost of medical and dental will be billed at the same dollar amount no matter what the individual level of coverage is. The rates are not increasing for FY 2015, the flat amounts are:
    - **$14,152** for full-time employees
    - **$10,614** for Local 88 three-quarter time employees
    - **$8,073** for half-time employees.
3. Overtime and Premium pay insurance benefits for permanent positions are *manually* calculated and budgeted here.

Component Pieces of Insurance Benefits (60140) Rates

	Worker's Comp	Liability**	Unemployment	Health/ Benefits Admin*	Retiree Medical	LTD/ STD/ Life	Total 60140 RATE
NOND***	1.00%	1.75%	0.25%	1.00%	2.00%	0.75%	**6.75%**
DA	1.00%	1.75%	0.25%	1.00%	2.00%	0.75%	**6.75%**
DCHS	1.00%	1.75%	0.25%	1.00%	2.00%	0.75%	**6.75%**
Health	1.00%	2.25%	0.25%	1.00%	2.00%	0.75%	**7.25%**
DCJ	1.50%	1.75%	0.25%	1.00%	2.00%	0.75%	**7.25%**
MCSO	2.00%	3.50%	0.25%	1.00%	2.00%	0.75%	**9.50%**
DCM	1.00%	2.25%	0.25%	1.00%	2.00%	0.75%	**7.25%**
DCA	1.00%	2.25%	0.25%	1.00%	2.00%	0.75%	**7.25%**
Library	1.00%	1.75%	0.25%	1.00%	2.00%	0.75%	**6.75%**
DCS	1.50%	2.00%	0.25%	1.00%	2.00%	0.75%	**7.50%**

* *Includes Countywide bus pass benefit cost.*

** *Liability rate includes County Attorney*

*** *Includes Chair's Office, Commissioner Offices, Auditor, Attorney, CIC, & TSCC*

60100 Temporary and Limited Duration Employees

This cost element is used to account for the cost of temporary AND limited duration employees. These positions are **not** auto calculated by TeamBudget and must be manually budgeted in TeamBudget. To estimate the amount to budget for temporary employees, do the following:

1. Document what you anticipate using temporary employees to do (the nature of the work, or the project they will be working on).
2. **Maintain documentation of how you came up with your numbers.** Document your rationale if you base your budget figures on historical/projected usage rather than actual position-by-position calculations.
3. Calculate Salary Related Expense and insurance amounts for the temporary employees, and record them in Cost Elements 60135 and 60145.

Insurance rates for temporary employees include workers' comp, liability and unemployment. *See the Personnel Rules on the Commons for more information on temporary exempt employees.*

Notes:

- Temporary employees working at least 600 hours per year will begin receiving retirement benefits after a six-month waiting period. If temps work less than this they are not entitled to retirement benefits.
- If a temporary employee works for another PERS employer, and the combined hours will reach 600 hours per year, then both employers pay retirement benefits. If the employee is already in the PERS system, their retirement benefits begin immediately.

60135 Non-Base Fringe

This cost element accounts for fringe costs for temporary AND limited duration employees. *Use 60135 to budget fringe costs for lead, premium or overtime pay for temporary or limited duration employees.*

Salary Related Expense rates for temporary employees include FICA and Tri-Met payroll tax (and retirement if applicable). Find the appropriate rates to use in the table on this page.

FOR TEMPS: Components of Salary Related Expenses (60135)

For All Departments

	FICA *	Tri-Met	TOTAL 60135 PCT
All Employees	7.65%	0.71%	**8.36%**

** FICA on first $117,000 of salary is 0.0765; and 0.0145 for wages over $117,000.*

60145 Non-Base Insurance

This cost element accounts for insurance costs for temporary AND limited duration employees. *Use 60145 to budget insurance costs for lead, premium or overtime pay for temporary or limited duration employees.*

Insurance rates for temporary employees include workers' comp, liability and unemployment. Personnel Rules are found here for more information.

FOR TEMPS: Component Pieces of Insurance Benefits (60145) Rates

Rates Rounded Up for Configuration in SAP

	Worker's Comp	Liability*	Unemployment	**60145 Rate for Temps**
NOND**	1.00%	0.50%	0.25%	**1.75%**
DA	1.00%	0.50%	0.25%	**1.75%**
DCHS	1.00%	0.50%	0.25%	**1.75%**
Health	1.00%	1.00%	0.25%	**2.25%**
DCJ	1.50%	0.50%	0.25%	**2.25%**
MCSO	2.00%	2.25%	0.25%	**4.50%**
DCM	1.00%	1.00%	0.25%	**2.25%**
DCA	1.00%	1.00%	0.25%	**2.25%**
Library	1.00%	0.50%	0.25%	**1.75%**
DCS	1.50%	0.75%	0.25%	**2.50%**

* *Liability rate does not include County Attorney*

** *Includes Chair's Office, Commissioner Offices, Auditor, Attorney, CIC, and TSCC*

Multnomah County

Program #60063 - MCSO Patrol

4/18/2014

Department: Sheriff **Program Contact:** Monte Reiser

Program Offer Type: Existing Operating Program **Program Offer Stage:** As Proposed

Related Programs:

Program Characteristics:

Executive Summary

The Patrol Unit protects citizens residing and/or recreating in unincorporated Multnomah County by responding to emergencies, patrolling neighborhoods, performing traffic safety duties and providing education throughout the communities. Patrol provides emergency preparedness, assistance and intervention as part of the treatment service continuum. Patrol deputies and sergeants develop and implement community policing projects utilizing community based policing principles and frontline human services while providing safety to citizens.

Program Summary

Patrol provides 24/7 protection of life and property for visitors and residents living in the unincorporated areas of Multnomah County. They provide protection services by responding to service calls through the 911 system, non-emergency dispatch or self-initiated field activities. Deputies are the first responders to any emergency requiring an immediate response. Working with schools, businesses and neighborhood associations, deputies seek to understand community needs and use problem solving skills to assess, investigate, and intervene in criminal and gang related activities. Criminal intervention sometimes results in disruption of the family unit and deputies use social service providers to help stabilize children and families through housing, health and mental health services. Traffic safety through education and intervention provides safe streets and highways to access commerce and recreation opportunities for the community. A visible public safety system is critical for citizens in feeling safe at home, school, work, and play. Evidence through the Bureau of Justice Administration studies shows that community policing is a proven and historical strategy to community safety. The Patrol Unit works actively with citizen groups and neighborhood associations to develop agreed upon response plans for identified problems. The Patrol Unit provides the introduction of county wide social service programs to the community.

Performance Measures

Measure Type	Primary Measure	FY13 Actual	FY14 Purchased	FY14 Estimate	FY15 Offer
Output	Calls for service	47,190	50,000	48,462	48,000
Outcome	Number of arrests generated from calls for service	2,669	2,800	2,644	2,656
Outcome	Average response time (minutes)	15	15	16	15

Performance Measures Descriptions

Calls for service includes self-initiated and dispatched incidents. Response time is for dispatched calls only. Data from BOEC. Arrest data from DSSJ cubes.

Legal / Contractual Obligation

ORS 206.010, General duties of sheriff ORS 204.635, Deputies of sheriff; special appointment, authority of; liability of ORS 206.210, Authority of sheriff over organization of office ORS 206.345, Contracts with cities, authority under contract ORS 401.560, Search and Rescue, responsibilities of sheriff.

Revenue/Expense Detail

	Proposed General Fund	Proposed Other Funds	Proposed General Fund	Proposed Other Funds
Program Expenses	**2014**	**2014**	**2015**	**2015**
Personnel	$5,164,535	$206,662	$5,992,290	$154,458
Contractual Services	$2,302	$0	$2,348	$0
Materials & Supplies	$102,539	$41,496	$104,589	$33,327
Internal Services	$554,106	$13,842	$618,848	$13,153
Total GF/non-GF	**$5,823,482**	**$262,000**	**$6,718,075**	**$200,938**
Program Total:	**$6,085,482**		**$6,919,013**	
Program FTE	36.70	0.30	37.00	0.00

Program Revenues				
Indirect for Dept. Admin	$9,994	$0	$9,344	$0
Intergovernmental	$0	$127,000	$0	$99,000
Other / Miscellaneous	$0	$50,000	$0	$15,000
Beginning Working Capital	$0	$5,000	$0	$6,938
Service Charges	$407,851	$80,000	$428,328	$80,000
Total Revenue	**$417,845**	**$262,000**	**$437,672**	**$200,938**

Explanation of Revenues

General Fund:
$4000 - Misc. Patrol/Security Services Provided
$33,852-Patrol Services provided to City of Maywood Park (2% COLA increase from Prev. Year)
$390,476-Patrol Services provided to City of Wood Village (2% COLA increase from Prev. Year)

Fed/State Fund:
$20,000 - Patrol Services provided to Oregon State Parks within Multnomah County
$5000 - OSSA Seatbelt Grant
$10,000 - OSSA DUII Grant
$60,000 - Patrol Services provided to Or. Dept. of Transportation within Construction Zones

Significant Program Changes

Last Year this program was: 60063 MCSO Patrol

Sheriff's Office

The following table shows the programs that make up the Office's total budget. The individual programs follow in numerical order.

Prog. #	Program Name	FY 2015 General Fund	Other Funds	Total Cost	FTE
Executive Office					
60000	MCSO Executive Office	$1,688,813	$0	$1,688,813	8.00
60003	MCSO Human Resources	1,210,262	0	1,210,262	9.00
60004	MCSO Additional Hiring Process Backgrounders	175,134	0	175,134	2.00
60005	MCSO Professional Standards	1,142,692	0	1,142,692	6.00
Business Services					
60010	MCSO Business Services Admin	1,512,361	0	1,512,361	1.00
60012	MCSO Criminal Justice Information Systems	4,971,767	0	4,971,767	7.00
60013	MCSO Fiscal Unit	883,372	0	883,372	7.00
60014	MCSO Time & Attendance Unit	502,496	0	502,496	5.00
60015	MCSO Planning & Research Unit	691,771	0	691,771	5.00
60021	MCSO Corrections Support	3,564,411	0	3,564,411	37.00
60022	MCSO Training Unit	1,140,245	15,000	1,155,245	6.00
60023A	MCSO Crisis Intervention Training – Patrol Enhanced	81,100	0	81,100	0.00
Corrections Division					
60030	MCSO Corrections Division Admin	1,206,137	0	1,206,137	4.82
60032	MCSO Transport	2,775,400	0	2,775,400	16.00
60033A	MCSO Booking & Release	8,020,973	0	8,020,973	58.24
60033B	MCSO Gresham Temporary Hold	146,348	0	146,348	0.00
60034A	MCSO Court Services - Courthouse	3,767,467	0	3,767,467	23.00
60034B	MCSO Court Services - Justice Center	1,023,894	0	1,023,894	7.00
60034C	MCSO Court Services - JJC	257,721	0	257,721	2.00
60034D	MCSO Turn Self In Program	257,854	0	257,854	2.00
60035A	MCSO Facility Security - Courts	1,172,475	629,488	1,801,964	16.60
60035B	MCSO Facility Security - Jails	2,047,583	0	2,047,583	21.50
60035C	MCSO Facility Security - Library	634,068	0	634,068	7.00
60035D	MCSO Facility Security - JJC	178,327	0	178,327	2.00
60035E	MCSO Domestic Violence Gateway One Stop	68,706	0	68,706	1.00

Prog. #	Program Name	FY 2015 General Fund	Other Funds	Total Cost	FTE
Corrections Division cont.					
60036	MCSO Classification	3,117,913	0	3,117,913	20.00
60037	MCSO Inmate Programs	2,480,602	0	2,480,602	21.00
60038	MCSO CERT/CNT	169,801	0	169,801	0.00
60039	MCSO MCIJ Work Crews	1,318,961	891,813	2,210,774	12.40
60040A	MCSO MCDC Core Jail & 4th Floor	13,483,959	831,219	14,315,178	62.98
60040B	MCSO MCDC 5th Floor	3,874,829	0	3,874,829	25.48
60040C	MCSO MCDC 6th Floor	2,372,203	0	2,372,203	16.38
60040D	MCSO MCDC 7th Floor	2,825,730	0	2,825,730	23.66
60040E	MCSO MCDC 8th Floor	1,693,076	0	1,693,076	16.38
60041A	MCSO MCIJ Dorms 10, 11 & 18	7,959,030	8,383,515	16,342,544	75.20
60041B	MCSO MCIJ Dorms 12 & 13	3,085,812	0	3,085,812	20.02
60041C	MCSO MCIJ Dorms 14 & 15	1,945,766	0	1,945,766	12.74
60041D	MCSO MCIJ Dorms 16 & 17	625,002	0	625,002	3.64
60041E	MCSO MCIJ Dorms 6 & 7	2,077,969	0	2,077,969	14.56
60041F	MCSO MCIJ Dorms 8 & 9	1,095,484	0	1,095,484	9.10
60041G	MCSO MCIJ Dorm 5	1,581,289	0	1,581,289	14.56
60041H	MCSO MCIJ Dorm 4	625,187	0	625,187	5.46
60043	MCSO Close Street	1,213,556	0	1,213,556	8.00
60044	MCSO Volunteers	4,280	0	4,280	0.00
60045	MCSO Inmate Welfare	0	454,217	454,217	2.50
60050	MCSO In-Jail Human Trafficking	161,088	0	161,088	1.00
Enforcement Division					
60060	MCSO Enforcement Division Admin	779,456	0	779,456	1.00
60061	MCSO Enforcement Division Support	2,188,560	0	2,188,560	24.00
60063	MCSO Patrol	6,718,075	200,938	6,919,013	37.00
60064	MCSO Civil Process	1,680,675	0	1,680,675	12.00
60065	MCSO River Patrol	1,853,510	792,117	2,645,626	14.50
60066	MCSO Detectives, INTERCEPT, Elder Abuse	1,503,268	0	1,503,268	9.00
60067	MCSO Special Investigations Unit	688,827	183,000	871,827	5.00
60068	MCSO Warrant Strike Team	783,013	0	783,013	5.00
60069	MCSO Alarm Program	0	227,500	227,500	1.50
60070	MCSO Concealed Handgun Permits	10,014	400,000	410,014	3.00
60071	MCSO TriMet Transit Police	0	831,501	831,501	6.00

Prog. #	Program Name	FY 2015 General Fund	Other Funds	Total Cost	FTE
Enforcement Division cont.					
60072	MCSO Additional SIU Detective	95,816	0	95,816	1.00
60073	MCSO Human Trafficking Task Force	133,101	0	133,101	1.00
60074	MCSO Metro Services	19,965	348,331	368,295	2.60
60075	MCSO Corbett School Resource Deputy	93,170	42,898	136,069	1.00
60076	MCSO Domestic Violence Enhanced Response	76,142	31,528	107,671	0.85
60077	MCSO Corbett Community Resource Deputy	138,204	0	138,204	1.00
60078	MCSO Logistics Unit	989,322	0	989,322	4.00
60079	MCSO Procurement & Warehouse	992,789	0	992,789	7.77
60080	MCSO Property & Laundry	2,499,568	0	2,499,568	19.00
60081	MCSO Commissary	0	719,172	719,172	3.73
60083	MCSO Domestic Violence Enhanced Response GF Back-fill	19,036	0	19,036	0.15
60084	MCSO Gang Enforcement Deputy	0	274,454	274,454	2.00
60085	MCSO Hornet Trail Rescue and Wilderness Law Enforcement Services Team	20,054	0	20,054	0.00
	Total Sheriff's Office	**$112,115,476**	**$15,256,691**	**$127,372,168**	**781.32**

Estimated Police budget FY 20**15-16 WITH** the MCSO Contract option:

FY 2015-16	MCSO Option		*IGA Contract Cost*	*Retained City Costs*
TOTAL PERSONNEL SERVICES	2,356,053	=	*2,314,603*	*41,450*
TOTAL MATERIALS & SERVICES	911,913	=	*438,063*	*473,850*
TOTAL CAPITAL OUTLAY	98,690	=	*73,990*	*24,700*
	3,366,656		*2,826,656*	*540,000*

PUBLIC SAFETY - POLICE MANAGEMENT
ACCOUNT 01.70

REQUIREMENTS BY CATEGORY

ACCT NO	ACCOUNT DESCRIPTION	FTE 2015-16	ACTUAL 2012-13	ACTUAL 2013-14	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16	MANAGER PROPOSED BUDGET 2015-16	COMMITTEE APPROVED BUDGET 2015-16	COUNCIL ADOPTED BUDGET 2015-16
REQUIREMENTS									
PERSONNEL SERVICES									
	FTE POSITIONS	-	7.00	7.00	0.00	0.00	0.00	0.00	0.00
01-70-8002	DEPARTMENT DIRECTOR	0.00	$ 95,764	$ 101,667	$ 102,666	$ -	$ -	$ -	$ -
01-70-8003	PD ADMINISTRATIVE SPECIALIST	0.00	-	-	48,430	-	-	-	-
01-70-8003	RECORDS SUPER/ADMIN ASSISTANT		36,174	49,061	-	-	-	-	-
01-70-8035	POLICE LIEUTENANT	0.00	91,913	94,383	94,923	-	-	-	-
01-70-8039	POLICE SERGEANT	0.00	346,956	364,585	363,197	-	-	-	-
01-70-8103	SALARY OVERTIME		8,254	13,494	15,000	-	-	-	-
01-70-8104	BEEPER PAY		-	-	-	-	-	-	-
01-70-8105	HOLIDAY PAY		9,848	16,203	12,172	-	-	-	-
01-70-8181	FICA - CITY EXPENSE		44,060	47,925	48,684	-	-	-	-
01-70-8183	PERS PENSION PLAN-DB		63,153	67,445	64,906	-	-	-	-
01-70-8184	PERS IAP PLAN--DC		33,593	37,984	36,554	-	-	-	-
01-70-8185	STATE UNEMPLOYMENT		3,541	5,086	5,091	-	-	-	-
01-70-8186	TRI-MET EXCISE TAX		4,003	4,595	4,542	-	-	-	-
01-70-8187	WORKERS COMP INSURANCE		12,550	13,476	18,000	-	-	-	-
01-70-8188	W/C ASSESSMENT EXPENSE		214	258	480	-	-	-	-
01-70-8191	KAISER MEDICAL		33,408	35,525	38,053	-	-	-	-
01-70-8192	DENTAL		8,386	8,644	8,984	-	-	-	-
01-70-8194	BLUE CROSS MEDICAL		56,499	49,335	51,041	-	-	-	-
01-70-8195	HRA CLAIM EXPENSE		187	7,052	7,500	-	-	-	-
01-70-8196	LONG TERM DISABILITY INSURANCE		2,218	2,302	2,886	-	-	-	-
01-70-8197	GROUP LIFE/AD&D		421	430	348	-	-	-	-
	TOTAL PERSONNEL SERVICES	0.00	851,142	919,452	923,457	-	-	-	-
MATERIALS & SERVICES									
01-70-8208	SOFTWARE PURCHASES		-	-	-	-	-	-	-
01-70-8210	OFFICE SUPPLIES		788	356	2,000	-	-	-	-
01-70-8211	SPECIAL DEPARTMENT EXPENSE		565	4,680	200	-	-	-	-
01-70-8212	EQUIPMENT UNDER $1,000		-	40	-	-	-	-	-
01-70-8213	OPERATING SUPPLIES		3,562	2,044	4,150	-	-	-	-
01-70-8215	POSTAGE		1,275	1,488	1,500	-	-	-	-
01-70-8216	UTILITIES & PHONE		46,296	46,699	49,000	10,000	-	-	-
01-70-8217	RENTS & LEASES		4,111	3,246	6,300	6,300	-	-	-
01-70-8218	BUILDING MAINTENANCE		-	2,969	-	11,000	-	-	-
01-70-8219	MAINT/OPERATION OF EQUIPMENT		15,958	18,905	29,500	-	-	-	-
01-70-8220	PROFESSIONAL SERVICES		8,252	525	1,050	-	-	-	-
01-70-8221	OTHER CONTRACT SERVICES		10,346	12,299	12,500	3,900	-	-	-
01-70-8222	INSURANCE		-	11,066	11,100	4,200	-	-	-
01-70-8223	MEMBERSHIP & DUES		425	500	605	-	-	-	-
01-70-8224	CONFERENCE/EDUCATION/TRAVEL		12,419	11,337	14,000	-	-	-	-
	TOTAL MATERIALS & SERVICES		105,995	116,354	131,905	35,400	-	-	-
CAPITAL OUTLAY									
01-70-8310	BUILDING IMPROVEMENTS		-	-	-	-	-	-	-
	TOTAL CAPITAL OUTLAY		-	-	-	-	-	-	-
	TOTAL REQUIREMENTS		$ 957,137	$ 1,035,806	$ 1,055,362	$ 35,400	$ -	$ -	$ -

PUBLIC SAFETY - POLICE MANAGEMENT
ACCOUNT 01.70

MATERIAL AND SERVICES DETAIL

ACCOUNT DESCRIPTION	GL ACCOUNT	EXPENSE TYPE	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16	MANAGER PROPOSED BUDGET 2015-16	COMMITTEE APPROVED BUDGET 2015-16	COUNCIL ADOPTED BUDGET 2015-16
Office Supplies	8210	Stationery Items	2,000				
Special Department Expense	8211	Parking	200				
Operating Supplies	8213	Criminal/Vehicle Code, Manuals (every 2 years)	150				
		New Uniforms/Clean/Replace	4,000				
			4,150	-			
Postage	8215	Postage	1,500				
Utilities/Phone	8216	Integra, Verizon, PGE, NWN	49,000	10,000			
Rents & Leases	8217	PD Copier	6,300	6,300			
Building Maintenance	8218	Buildings and Structures	-	5,000			
		HVAC System	-	6,000			
			-	11,000		-	-
Maint/Operation of Equipment	8219	Gas: Chief/Sergeants	15,000				
		HVAC System	6,000				
		Network Printer/Fax Machines	500				
		Veh. Maint/Repairs	8,000				
			29,500	-			
Professional Services	8220	Accreditation	1,050				
		Crime Analysis/Lowe (Grant offset)	-				
		Crime Analysis/Troudt (Grant offset)	-				
			1,050	-			
Other Contract Services	8221	Cellular Phone	7,100				
		Trauma Intervention Prog (TIP)	1,500				
		East Metro Mediation	3,500	3,500			
		Flash Alert	400	400			
			12,500	3,900			
Insurance	8222	Insurance CIS liability & property	11,100	4,200			
Membership and Dues	8223	Natl Assn Police Chiefs	-				
		OEDI	135				
		OR Assn Police Chiefs	350				
		IACP	120				
			605	-			
Conference/Education/Travel	8224	**Admin. Asst.** LEDS / Records Mgmt	200				
		Chief - OACP, ELETS/OEDI, Professional Certifications	2,000				
		Lieutenant (1) Sgts. (4) for Training, Development, College Reimbursement, Command College	6,800				
		Mgmt. Development	5,000				
			14,000	-			
TOTAL MATERIALS & SERVICES			$ 131,905	$ 35,400	$ -	$ -	$ -

PUBLIC SAFETY - POLICE OPERATIONS
ACCOUNT 01.71

REQUIREMENTS BY CATEGORY

ACCT NO	ACCOUNT DESCRIPTION	FTE 2015-16	ACTUAL 2012-13	ACTUAL 2013-14	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16	MANAGER PROPOSED BUDGET 2015-16	COMMITTEE APPROVED BUDGET 2015-16	COUNCIL ADOPTED BUDGET 2015-16
REQUIREMENTS									
PERSONNEL SERVICES									
	FTE POSITIONS	*0.50*	21.50	21.50	0.50	0.50	0.50	0.50	0.50
01-71-8019	CODE ENFORCEMENT OFFICER	0.50	25,277	26,663	26,687	$ 27,349			
01-71-8034	POLICE INVESTIGATOR	0.00	134,417	132,988	135,548	-			
01-71-8036	POLICE OFFICER	0.00	748,171	790,568	790,536	-			
01-71-8037	POLICE EVIDENCE TECHNICIAN	0.00	17,619	-	46,815	-			
01-71-8038	POLICE RECORDS SPECIALIST	0.00	86,937	90,840	91,349	-			
01-71-8044	OFFICE FLOAT / SUPPORT		3,526	-	-	-			
01-71-8051	POLICE SRO	0.00	129,336	128,514	134,318	-			
01-71-8052	TRANSIT POLICE OFFICER	0.00	64,594	68,802	68,699	-			
01-71-8055	GANG ENFORCEMENT OFFICER	0.00	-	54,343	65,314	-			
01-71-8056	BEACH PATROL		11,261	7,192	15,000	-			
01-71-8076	RESERVE POLICE OFFICERS		983	2,451	-	-			
01-71-8103	SALARY OVERTIME		82,658	90,670	100,000	-			
01-71-8105	HOLIDAY PAY		39,733	44,483	52,500	-			
01-71-8181	FICA - CITY EXPENSE		99,349	106,334	116,798	2,092			
01-71-8183	PERS PENSION PLAN-DB		136,416	144,983	143,353	-			
01-71-8184	PERS IAP PLAN--DC		143,847	81,120	81,556	-			
01-71-8185	STATE UNEMPLOYMENT		8,025	11,441	12,214	219			
01-71-8186	TRI-MET EXCISE TAX		9,063	10,341	10,897	195			
01-71-8187	WORKERS COMP INSURANCE		27,542	29,632	55,726	435			
01-71-8188	W/C ASSESSMENT EXPENSE		665	791	1,476	34			
01-71-8191	KAISER MEDICAL		85,492	98,823	103,844	-			
01-71-8192	DENTAL		25,734	26,253	28,096	852			
01-71-8194	BLUE CROSS MEDICAL		197,885	213,400	245,179	9,592			
01-71-8195	HRA CLAIM EXPENSE		500	500	1,250	500			
01-71-8196	LONG TERM DISABILITY INSURANCE		7,532	8,193	8,392	156			
01-71-8197	GROUP LIFE/AD&D		1,254	1,315	1,478	25			
	TOTAL PERSONNEL SERVICES		2,087,815	2,170,642	2,337,025	41,450	-	-	-
MATERIALS & SERVICES									
01-71-8207	COMPUTER REPAIR/PARTS/SUPPLIES		-	-	300	-	-	-	-
01-71-8208	SOFTWARE PURCHASES		-	4,973	-	-	-	-	-
01-71-8210	OFFICE SUPPLIES		3,466	2,615	5,000	-	-	-	-
01-71-8211	SPECIAL DEPARTMENT EXPENSE		44,303	29,186	54,800	10,900	-	-	-
01-71-8212	EQUIPMENT UNDER $1,000		2,440	2,373	2,850	-	-	-	-
01-71-8213	OPERATING SUPPLIES		12,836	11,062	17,800	250	-	-	-
01-71-8215	POSTAGE		-	-	-	-	-	-	-
01-71-8218	BUILDING MAINTENANCE		109	-	150	-	-	-	-
01-71-8219	MAINT/OPERATION OF EQUIPMENT		126,555	107,748	135,300	-	-	-	-
01-71-8220	PROFESSIONAL SERVICES		-	-	-	-	-	-	-
01-71-8221	OTHER CONTRACT SERVICES		439,845	424,732	463,761	3,253,256	-	-	-
01-71-8222	INSURANCE		-	42,256	42,300	-	-	-	-
01-71-8224	CONFERENCE/EDUCATION/TRAVEL		4,534	5,837	10,060	700	-	-	-
01-71-8225	RESERVES EXPENSE		280	250	2,500	-	-	-	-
01-71-8226	GREAT PROGRAM		-	-	1,000	-	-	-	-
01-71-8232	FORFEITURE EXPENSE		-	1,568	2,500	-	-	-	-
	TOTAL MATERIALS & SERVICES		634,367	632,601	738,321	3,265,106	-	-	-
CAPITAL OUTLAY									
01-71-8301	EQUIPMENT $1,000 AND OVER		114,701	56,378	70,700	24,700	-	-	-
01-71-8302	COMPUTER EQUIPMENT		-	-	-	-	-	-	-
01-71-8303	MOTOR VEHICLE		100,562	97,554	80,000	-	-	-	-
	TOTAL CAPITAL OUTLAY		215,263	153,932	150,700	24,700	-	-	-
	TOTAL REQUIREMENTS		$ 2,937,445	$ 2,957,175	$ 3,226,046	$ 3,331,256	$ -	$ -	$ -

PUBLIC SAFETY - POLICE OPERATIONS
ACCOUNT 01.71

MATERIALS AND SERVICES DETAIL

ACCOUNT DESCRIPTION	GL ACCOUNT	EXPENSE TYPE	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16	MANAGER PROPOSED BUDGET 2015-16	COMMITTEE APPROVED BUDGET 2015-16	COUNCIL ADOPTED BUDGET 2015-16
Computer Repair/Parts/Supplies	8207	Supplies	300				
Software Purchases	8208	Property & Evidence Software	-	-			
Office Supplies	8210	Stationery Supplies	5,000				
Special Department Expense	8211	40/9mm/45/380 AMMO	15,000				
		Beach Expenses to AMR	10,000	10,000			
		Composite Fee	300				
		Crime Prevention	700				
		Crime Scene Evidence System	5,500				
		DMV Photos & Suspension Packets	1,000				
		Duty Holsters	250				
		Evidence Forms,Supplies (include CDs, Tapes, DVDs	3,500				
		Evidence Storage	-				
		Flares	3,500				
		Records/Officer Forms & Supplies	3,500				
		Initiated Towing Fees	600				
		Parking	650				
		Special Events	1,500				
		River Safety Equipment	500				
		Weapon Replacement	5,000				
		Code Enforcement Printing	400	400			
		Code Enforc - DMV License Reports	500	500			
		Taser Replacement	2,400				
			54,800	10,900			
Equipment Under $1,000	8212	Digital Cameras (3)	500				
		Flashlight & Chargers	800				
		Handcuffs	200				
		Protective Gear	400				
		Digital Recorders	200				
		Unexpected Equipment Replace.	750				
			2,850	-			
Operating Supplies	8213	Ballistic Vest Replacm't (6 - Grant offset)	5,700				
		Buy Money	1,000				
		First Aid Supplies	500				
		Criminal Code (every 2 years)	150				
		Uniform Patches	100				
		Uniform Cleaning	4,750				
		Uniform Replacement	4,000				
		Replacement Duty Belt Equip	1,000				
		Manuals, pocket press (every 2 years)	200				
		Vehicle Code Books (every 2 years)	150				
		Code Enforcement Clothing	250	250			
			17,800	250			
Postage	8215	Postage	-	-			
Building Maintenance	8218	Buildings and Structures	150				
Maint/Operation of Equipment	8219	Car Washes	1,500				
		Flashlight Batteries	-				
		Flashlight Lamps	-				
		Gas, Parts, Maint/Repairs	110,000				
		Gen. Serv. State Bid Fee	200				
		MDT Maintenance	8,000				
		Mobile/Port Radio Maintenance	6,100				
		PacSet Batteries	1,500				
		Radar Repair	1,000				
		Code Enforcement Gas, Maint.	-				
		Vehicle Light bar Maintenance	1,000				
		Arbitrator repair/Maintenance	6,000				
			135,300	-			
Other Contract Services	8221	BOEC Communications Dispatch	362,570	423,000			
		MCSO Law Enforcement Services IGA	-	2,828,656			
		Communications Access Fee 800Mhz	32,000				
		East County Booking Facility Cost Share	9,821				
		MDT Aircards - Verizon (20)	12,000				
		MDT NetMotion Connection - GPD	2,500				
		MDT Software Programming ePPDS	3,600				
		Cellular Phone Fees	7,500				
		WebLEDS/TAME Accred. Systems Maint.	1,500				
		PPDS & FileonQ Maint. (Records/Evidence)	27,000				
		OSP User Charges	520				
		IWORQs System Maint. (Code Enf.)	1,200	1,200			
		Juvenile Custody Photo/Prints	300				
		Translating Services	300				
		Elevator Maintenance Contract	1,850	1,850			
		Tyco Facility Security Monitor	550	550			

PUBLIC SAFETY - POLICE OPERATIONS
ACCOUNT 01.71

MATERIALS AND SERVICES DETAIL

ACCOUNT DESCRIPTION	GL ACCOUNT	EXPENSE TYPE	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16	MANAGER PROPOSED BUDGET 2015-16	COMMITTEE APPROVED BUDGET 2015-16	COUNCIL ADOPTED BUDGET 2015-16
		Schedule Anywhere Annual Fee	550				
			463,761	3,253,256			
Insurance	8222	Insurance CIS liability & property	42,300	-			
Conference/Education/Travel	8224	Investigation Per Diem	400				
		Officer Training Films/Manuals	200				
		Instructor Certification	7,000				
		Records & Evidence Training	900				
		Publications/Subscriptions	360				
		G.R.E.A.T. & SRO Training	500				
		E.M.G.E.T. Training	-				
		Oregon Code Enf. Assoc Membership	50	50			
		Code Enforcement Training/Confer.	650	650			
			10,060	700			
Reserves Expense	8225	Reserve Donation Program	-				
		Uniforms/Duty Gear	2,500				
			2,500	-			
GREAT Program	8226	Donation Program	-				
		Regular	1,000				
			1,000	-			
Forfeiture Expense	8232	Lab Clean-up	2,500				
TOTAL MATERIALS & SERVICES			**$ 738,321**	**$ 3,265,106**			

PUBLIC SAFETY - POLICE OPERATIONS
ACCOUNT 01.71

CAPITAL OUTLAY DETAIL

ACCOUNT DESCRIPTION	GL ACCOUNT	CAPITAL OUTLAY DESCRIPTION	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16	MANAGER PROPOSED BUDGET 2015-16	COMMITTEE APPROVED BUDGET 2015-16	COUNCIL ADOPTED BUDGET 2015-16
Equipment Over $1,000	8301	Mobile Data Terminals (MDT's)	$ 10,000				
		Portable Radios	24,000				
		Video Cameras Arbitrator Lease yr 5 of 5	24,700	24,700			
		Mobile (FP) Radios (County and City)	12,000				
			70,700	24,700			
Motor Vehicle	8303	Light Bar	4,000				
		New Car Transfer Equip Labor	24,000				
		2 Patrol Vehicles	49,000				
		Security Divider	1,500				
		Plastic Seat	1,500				
			80,000	-			
TOTAL CAPITAL OUTLAY			$ 150,700	$ 24,700	$ -		

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Estimated Police budget FY 20**15-16** Costs ***without*** the MCSO Contract option, based on labor negotiations for existing staffing levels:

	FY 2015-16	FY 2015-16
	New TPOA CBA	
	01-70	01-71
TOTAL PERSONNEL SERVICES	1,166,242	2,740,143
TOTAL MATERIALS & SERVICES	135,717	849,615
TOTAL CAPITAL OUTLAY	0	155,055
	1,301,959	3,744,813
		5,046,772

ACCT NO	ACCOUNT DESCRIPTION	FTE 2015-16	ACTUAL 2012-13	ACTUAL 2013-14	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16
REQUIREMENTS						
PERSONNEL SERVICES						
	FTE POSITIONS	**7.00**	**7.00**	**7.00**	**7.00**	**7.00**
01-70-8002	DEPARTMENT DIRECTOR	1.00	$ 95,764	$ 101,667	$ 102,666	$ 137,109
01-70-8003	PD ADMINISTRATIVE SPECIALIST	1.00	-	-	48,430	49,641
01-70-8003	RECORDS SUPER/ADMIN ASSISTANT		36,174	49,061	-	-
01-70-8035	POLICE LIEUTENANT	1.00	91,913	94,383	94,923	130,580
01-70-8039	POLICE SERGEANT	4.00	346,956	364,585	363,197	480,583
01-70-8103	SALARY OVERTIME		8,254	13,494	15,000	15,000
01-70-8104	BEEPER PAY		-	-	-	-
01-70-8105	HOLIDAY PAY		9,848	16,203	12,172	21,976
01-70-8181	FICA - CITY EXPENSE		44,060	47,925	48,684	63,869
01-70-8183	PERS PENSION PLAN-DB		63,153	67,445	64,906	85,499
01-70-8184	PERS IAP PLAN--DC		33,593	37,984	36,554	47,874
01-70-8185	STATE UNEMPLOYMENT		3,541	5,086	5,091	6,679
01-70-8186	TRI-MET EXCISE TAX		4,003	4,595	4,542	5,959
01-70-8187	WORKERS COMP INSURANCE		12,550	13,476	18,000	16,588
01-70-8188	W/C ASSESSMENT EXPENSE		214	258	480	202
01-70-8191	KAISER MEDICAL		33,408	35,525	38,053	39,793
01-70-8192	DENTAL		8,386	8,644	8,984	8,946
01-70-8194	BLUE CROSS MEDICAL		56,499	49,335	51,041	50,768
01-70-8195	HRA CLAIM EXPENSE		187	7,052	7,500	2,500
01-70-8196	LONG TERM DISABILITY INSURANCE		2,218	2,302	2,886	2,245
01-70-8197	GROUP LIFE/AD&D		421	430	348	432
	TOTAL PERSONNEL SERVICES	7.00	851,142	919,452	923,457	1,166,242
MATERIALS & SERVICES						
01-70-8208	SOFTWARE PURCHASES		-	-	-	-
01-70-8210	OFFICE SUPPLIES		788	356	2,000	2,058
01-70-8211	SPECIAL DEPARTMENT EXPENSE		565	4,680	200	206
01-70-8212	EQUIPMENT UNDER $1,000		-	40	-	-
01-70-8213	OPERATING SUPPLIES		3,562	2,044	4,150	4,270
01-70-8215	POSTAGE		1,275	1,488	1,500	1,543
01-70-8216	UTILITIES & PHONE		48,296	46,899	49,000	50,416
01-70-8217	RENTS & LEASES		4,111	3,246	6,300	6,482
01-70-8218	BUILDING MAINTENANCE		-	2,969	-	6,173
01-70-8219	MAINT/OPERATION OF EQUIPMENT		15,958	18,905	29,500	24,179
01-70-8220	PROFESSIONAL SERVICES		8,252	525	1,050	1,080
01-70-8221	OTHER CONTRACT SERVICES		10,346	12,299	12,500	12,861
01-70-8222	INSURANCE		-	11,066	11,100	11,421
01-70-8223	MEMBERSHIP & DUES		425	500	605	622
01-70-8224	CONFERENCE/EDUCATION/TRAVEL		12,419	11,337	14,000	14,406
	TOTAL MATERIALS & SERVICES		105,995	116,354	131,905	135,717
CAPITAL OUTLAY						
01-70-8310	BUILDING IMPROVEMENTS		-	-	-	-
	TOTAL CAPITAL OUTLAY		-	-	-	-
	TOTAL REQUIREMENTS		$ 957,137	$ 1,035,806	$ 1,055,362	$ 1,301,959

ACCOUNT DESCRIPTION	GL ACCOUNT	EXPENSE TYPE	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16
Office Supplies	8210	Stationery Items	2,000	2,058
Special Department Expense	8211	Parking	200	206
Operating Supplies	8213	Criminal/Vehicle Code, Manuals (every 2 years)	150	154
		New Uniforms/Clean/Replace	4,000	4,116
			4,150	4,270
Postage	8215	Postage	1,500	1,543
Utilities/Phone	8216	Integra, Verizon, PGE	49,000	50,416
Rents & Leases	8217	PD Copier	6,300	6,482
Building Maintenance	8218	Buildings and Structures	-	514
		HVAC System		5,659
			-	6,173
Maint/Operation of Equipment	8219	Gas: Chief/Sergeants	15,000	15,434
		HVAC System	6,000	
		Network Printer/Fax Machines	500	514
		Veh. Maint/Repairs	8,000	8,231
			29,500	24,179
Professional Services	8220	Accreditation	1,050	1,080
		Crime Analysis/Lowe (Grant offset)	-	-
		Crime Analysis/Troudt (Grant offset)	-	-
			1,050	1,080
Other Contract Services	8221	Cellular Phone	7,100	7,305
		Trauma Intervention Prog (TIP)	1,500	1,543
		East Metro Mediation	3,500	3,601
		Flash Alert	400	412
			12,500	12,861
Insurance	8222	Insurance CIS liability & property	11,100	11,421
Membership and Dues	8223	Natl Assn Police Chiefs	-	-
		OEDI	135	139
		OR Assn Police Chiefs	350	360
		IACP	120	123
			605	622
Conference/Education/Travel	8224	**Admin. Asst.** LEDS / Records Mgmt	200	206
		Chief - OACP, ELETS/OEDI, Professional Certifications	2,000	2,058
		Lieutenant (1) Sgts. (4) for Training, Development, College Reimbursement, Command College	6,800	6,997
		Mgmt. Development	5,000	5,145
			14,000	14,406
TOTAL MATERIALS & SERVICES			**$ 131,905**	**$ 135,717**

ACCT NO	ACCOUNT DESCRIPTION	FTE 2015-16	ACTUAL 2012-13	ACTUAL 2013-14	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16
REQUIREMENTS						
PERSONNEL SERVICES						
	FTE POSITIONS	*21.50*	*21.50*	*21.50*	*21.50*	*21.50*
01-71-8019	CODE ENFORCEMENT OFFICER	0.50	25,277	26,663	26,687	$ 27,349
01-71-8034	POLICE INVESTIGATOR	2.00	134,417	132,988	135,548	170,774
01-71-8036	POLICE OFFICER	12.00	748,171	790,568	790,536	987,653
01-71-8037	POLICE EVIDENCE TECHNICIAN	1.00	17,619	-	46,815	47,980
01-71-8038	POLICE RECORDS SPECIALIST	2.00	86,937	90,840	91,349	83,874
01-71-8044	OFFICE FLOAT / SUPPORT		3,526	-	-	-
01-71-8051	POLICE SRO	2.00	129,336	128,514	134,318	163,284
01-71-8052	TRANSIT POLICE OFFICER	1.00	64,594	68,802	68,699	89,881
01-71-8055	GANG ENFORCEMENT OFFICER	1.00	-	54,343	65,314	86,885
01-71-8056	BEACH PATROL		11,261	7,192	15,000	15,000
01-71-8076	RESERVE POLICE OFFICERS		983	2,451	-	2,500
01-71-8103	SALARY OVERTIME		82,658	90,670	100,000	120,000
01-71-8105	HOLIDAY PAY		39,733	44,483	52,500	52,500
01-71-8181	FICA - CITY EXPENSE		99,349	106,334	116,798	141,348
01-71-8183	PERS PENSION PLAN-DB		136,416	144,983	143,353	164,217
01-71-8184	PERS IAP PLAN--DC		143,847	81,120	81,556	93,425
01-71-8185	STATE UNEMPLOYMENT		8,025	11,441	12,214	14,781
01-71-8186	TRI-MET EXCISE TAX		9,063	10,341	10,897	13,187
01-71-8187	WORKERS COMP INSURANCE		27,542	29,632	55,726	55,726
01-71-8188	W/C ASSESSMENT EXPENSE		665	791	1,476	1,476
01-71-8191	KAISER MEDICAL		85,492	98,823	103,844	107,218
01-71-8192	DENTAL		25,734	26,253	28,096	29,440
01-71-8194	BLUE CROSS MEDICAL		197,885	213,400	245,179	257,673
01-71-8195	HRA CLAIM EXPENSE		500	500	1,250	1,750
01-71-8196	LONG TERM DISABILITY INSURANCE		7,532	8,193	8,392	10,532
01-71-8197	GROUP LIFE/AD&D		1,254	1,315	1,478	1,691
	TOTAL PERSONNEL SERVICES		2,087,815	2,170,642	2,337,025	2,740,143
MATERIALS & SERVICES						
01-71-8207	COMPUTER REPAIR/PARTS/SUPPLIES		-	-	300	309
01-71-8208	SOFTWARE PURCHASES		-	4,973	-	-
01-71-8210	OFFICE SUPPLIES		3,466	2,615	5,000	5,145
01-71-8211	SPECIAL DEPARTMENT EXPENSE		44,303	29,186	54,800	56,384
01-71-8212	EQUIPMENT UNDER $1,000		2,440	2,373	2,850	2,932
01-71-8213	OPERATING SUPPLIES		12,836	11,062	17,800	18,314
01-71-8215	POSTAGE		-	-	-	-
01-71-8218	BUILDING MAINTENANCE		109	-	150	154
01-71-8219	MAINT/OPERATION OF EQUIPMENT		126,555	107,748	135,300	139,210
01-71-8220	PROFESSIONAL SERVICES		-	-	-	-
01-71-8221	OTHER CONTRACT SERVICES		439,845	424,732	463,761	564,121
01-71-8222	INSURANCE		-	42,256	42,300	43,522
01-71-8224	CONFERENCE/EDUCATION/TRAVEL		4,534	5,837	10,060	10,351
01-71-8225	RESERVES EXPENSE		280	250	2,500	5,572
01-71-8226	GREAT PROGRAM		-	-	1,000	1,029
01-71-8232	FORFEITURE EXPENSE		-	1,568	2,500	2,572
	TOTAL MATERIALS & SERVICES		634,367	632,601	738,321	849,615
CAPITAL OUTLAY						
01-71-8301	EQUIPMENT $1,000 AND OVER		114,701	56,378	70,700	72,743
01-71-8302	COMPUTER EQUIPMENT		-	-	-	-
01-71-8303	MOTOR VEHICLE		100,562	97,554	80,000	82,312
	TOTAL CAPITAL OUTLAY		215,263	153,932	150,700	155,055
	TOTAL REQUIREMENTS		$ 2,937,445	$ 2,957,175	$ 3,226,046	$ 3,744,813

ACCOUNT DESCRIPTION	GL ACCOUNT	EXPENSE TYPE	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16
Computer Repair/Parts/Supplies	8207	Supplies	300	309
Software Purchases	8208	Property & Evidence Software	-	-
Office Supplies	8210	Stationery Supplies	5,000	5,145
Special Department Expense	8211	40/9mm/45/380 AMMO	15,000	15,434
		Beach Expenses to AMR	10,000	10,289
		Composite Fee	300	309
		Crime Prevention	700	720
		Crime Scene Evidence System	5,500	5,659
		DMV Photos & Suspension Packets	1,000	1,029
		Duty Holsters	250	257
		Evidence Forms,Supplies (include CDs, Tapes, DVDs)	3,500	3,601
		Evidence Storage	-	-
		Flares	3,500	3,601
		Records/Officer Forms & Supplies	3,500	3,601
		Initiated Towing Fees	600	617
		Parking	650	669
		Special Events	1,500	1,543
		River Safety Equipment	500	514
		Weapon Replacement	5,000	5,145
		Code Enforcement Printing	400	412
		Code Enforc - DMV License Reports	500	514
		Taser Replacement	2,400	2,469
			54,800	56,384
Equipment Under $1,000	8212	Digital Cameras (3)	500	514
		Flashlight & Chargers	800	823
		Handcuffs	200	206
		Protective Gear	400	412
		Digital Recorders	200	206
		Unexpected Equipment Replace.	750	772
			2,850	2,932
Operating Supplies	8213	Ballistic Vest Replacm't (6 - Grant offset)	5,700	5,865
		Buy Money	1,000	1,029
		First Aid Supplies	500	514
		Criminal Code (every 2 years)	150	154
		Uniform Patches	100	103
		Uniform Cleaning	4,750	4,887
		Uniform Replacement	4,000	4,116
		Replacement Duty Belt Equip	1,000	1,029
		Manuals, pocket press (every 2 years)	200	206
		Vehicle Code Books (every 2 years)	150	154
		Code Enforcement Clothing	250	257
			17,800	18,314
Postage	8215	Postage	-	-
Building Maintenance	8218	Buildings and Structures	150	154
Maint/Operation of Equipment	8219	Car Washes	1,500	1,543
		Flashlight Batteries	-	-
		Flashlight Lamps	-	-
		Gas, Parts, Maint/Repairs	110,000	113,179
		Gen. Serv. State Bid Fee	200	206
		MDT Maintenance	8,000	8,231
		Mobile/Port Radio Maintenance	6,100	6,276
		PacSet Batteries	1,500	1,543
		Radar Repair	1,000	1,029
		Code Enforcement Gas, Maint.	-	-
		Vehicle Light bar Maintenance	1,000	1,029
		Arbitrator repair/Maintenance	6,000	5,173
			135,300	139,210
Other Contract Services	8221	BOEC Communications Dispatch	362,570	450,000
		Communications Access Fee 800Mhz	32,000	42,930
		East County Booking Facility Cost Share	9,821	10,105
		MDT Aircards - Verizon (20)	12,000	12,347
		MDT NetMotion Connection - GPD	2,500	2,572
		MDT Software Programming ePPDS	3,600	3,704
		Cellular Phone Fees	7,500	7,717
		WebLEDS/TAME Accred. Systems Maint.	1,500	1,543
		PPDS & FileonQ Maint. (Records/Evidence)	27,000	27,780
		OSP User Charges	520	535
		IWORQs System Maint. (Code Enf.)	1,200	1,235
		Juvenile Custody Photo/Prints	300	309
		Translating Services	300	309
		Elevator Maintenance Contract	1,850	1,903
		Tyco Facility Security Monitor	550	566
		Schedule Anywhere Annual Fee	550	566
			463,761	564,121
Insurance	8222	Insurance CIS liability & property	42,300	43,522
Conference/Education/Travel	8224	Investigation Per Diem	400	412
		Officer Training Films/Manuals	200	206
		Instructor Certification	7,000	7,202
		Records & Evidence Training	900	926
		Publications/Subscriptions	360	370
		G.R.E.A.T. & SRO Training	500	514
		E.M.G.E.T. Training	-	-
		Oregon Code Enf. Assoc Membership	50	51
		Code Enforcement Training/Confer.	650	669
			10,060	10,351
Reserves Expense	8225	Reserve Donation Program	-	-
		Uniforms/Duty Gear	2,500	5,572
			2,500	5,572
GREAT Program	8226	Donation Program	-	-
		Regular	1,000	1,029
			1,000	1,029
Forfeiture Expense	8232	Lab Clean-up	2,500	2,572
TOTAL MATERIALS & SERVICES			$ 738,321	$ 849,615

ACCOUNT DESCRIPTION	GL ACCOUNT	CAPITAL OUTLAY DESCRIPTION	COUNCIL ADOPTED BUDGET 2014-15	DEPARTMENT PROPOSED BUDGET 2015-16
Equipment Over $1,000	8301	Mobile Data Terminals (MDT's)	$ 10,000	$ 10,289
		Portable Radios	24,000	24,694
		Video Cameras Arbitrator Lease yr 3 of 5	24,700	25,414
		Mobile (FP) Radios (County and City)	12,000	12,347
			70,700	72,743
Motor Vehicle	8303	Light Bar	4,000	4,116
		New Car Transfer Equip Labor	24,000	24,694
		2 Patrol Vehicles	49,000	50,416
		Security Divider	1,500	1,543
		Plastic Seat	1,500	1,543
			80,000	82,312
TOTAL CAPITAL OUTLAY			**$ 150,700**	**$ 155,055**

TPOA PENDING CONTRACT JULY 1, 2015
GRADE 16 - POLICE OFFICER

Years in grade	0	0.5	1.5	2.5	3.5	4.5	5.5
7/1/2015	A	B	C	D	E	F	G
HOURLY	$ 26.87	$ 28.21	$ 29.62	$ 31.10	$ 32.66	$ 34.29	$ 36.01

GRADE 22 - SERGEANT

Years in grade	0	0.5	1.5	2.5	3.5	4.5	5.5
	A	B	C	D	E	F	G
7/1/2015	$ 37.81	$ 39.70	$ 41.69	$ 43.77	$ 45.96	$ 48.26	$ 50.67

115.3			8/29/2003										
7/1/2015													
Length of Service as of 7/1/15	Employee. Emp No	Position		Hire Date	City Step	Longevity level	2015-16 Base	** NEW ** Certificate/ED	Longevity	Assignment Premium	Shift Differential	Est. 2015-16 total hrly	
24.1	117	Sergeant	Tier 1	5/20/1991	22/E++	20	50.6688	5.0669	2.5334	-	-	58.2691	121,199.74
19.9	128	Sergeant	Tier 1	8/3/1995	22/E++	15	50.6688	5.0669	2.0268	-	-	57.7624	120,145.83
11.6	165	Sergeant	OPSRP	11/26/2003	22/E++	10	50.6688	5.0669	1.5201	-	2.5334	59.7892	124,361.48
15.3	152	Sergeant	Tier 1	2/28/2000	22/E+	10	50.6688	3.0401	1.5201	-	-	55.2290	114,876.28
20.9	125	Police Officer	Tier 1	8/1/1994	16/E++	20	36.0100	3.6010	1.8005	-	-	41.4115	86,135.92
12.4	164	Police Officer	Tier 1	2/10/2003	16/E++	10	36.0100	3.6010	1.0803	-	1.8005	42.4918	88,382.94
13.0	161	Police Officer	Tier 1	7/22/2002	16/E++	10	36.0100	3.6010	1.0803	1.8005	-	42.4918	88,382.94
13.8	159	Police Officer	Tier 1	9/24/2001	16/E++	10	36.0100	3.6010	1.0803	-	-	40.6913	84,637.90
10.3	170	Police Officer	OPSRP	3/24/2005	16/E++	5	36.0100	3.6010	0.7202	1.8005	1.0803	43.2120	89,880.96
15.7	151	Police Officer	Tier 1	11/1/1999	16/E+	15	36.0100	2.1606	1.4404	-	1.0803	40.6913	84,637.90
18.9	136	Police Officer	Tier 1	8/5/1996	16/E+	15	36.0100	2.1606	1.4404	-	1.0803	40.6913	84,637.90
19.8	129	Police Officer	Tier 1	9/5/1995	16/E+	15	36.0100	2.1606	1.4404	1.8005	-	41.4115	86,135.92
9.1	177	Police Officer	OPSRP	6/5/2006	16/E+	5	36.0100	2.1606	0.7202	-	1.8005	40.6913	84,637.90
6.7	99	Police Officer	OPSRP	10/13/2008	16/E+	5	36.0100	2.1606	0.7202	1.8005	1.8005	42.4918	88,382.94
4.9	196	Police Officer/SRO	OPSRP	8/9/2010	16/E++	0	36.0100	3.6010	-	-	-	39.6110	82,390.88
7.3	189	Police Officer	OPSRP	3/31/2008	16/E+	5	36.0100	2.1606	0.7202	-	1.8005	40.6913	84,637.90
8.4	179	Police Officer	OPSRP	2/5/2007	16/E+	5	36.0100	2.1606	0.7202	-	-	38.8908	80,892.86
5.7	193	Police Officer	OPSRP	10/19/2009	16/E+	5	36.0100	2.1606	0.7202	1.8005	1.0803	41.7716	86,884.93
7.3	188	Police Officer	OPSRP	3/10/2008	16/E+	5	36.0100	2.1606	0.7202	1.8005	-	40.6913	84,637.90
9.1	176	Police Officer/SRO	OPSRP	6/5/2006	16/E+	5	36.0100	2.1606	0.7202	-	-	38.8908	80,892.86
2.6	219	Police Officer	OPSRP	11/13/2012	16/C+	0	29.6212	1.7773	-	-	0.8886	32.2871	67,157.18
1.9	229	Police Officer	OPSRP	8/12/2013	16/B+	0	28.20912	1.6925	-	-	1.4105	31.3121	65,129.21
													1,979,060
												Increase	417,580
											0.0765	FICA	31,945
											0.1265	PERS	52,824
											0.06	IAP	25,055
											0.263		527,404
													12.32%
										01-70	1,055,363		
										01-71	3,226,045		
											4,281,408		
-	999	Sergeant	OPSRP	7/1/2015	22/A++	0	37.8098	3.7810	-	-	1.8905	43.4813	90,441.14
-	998	Sergeant	OPSRP	7/1/2015	22/A++	0	37.8098	3.7810	-	-	1.8905	43.4813	90,441.14
-	997	Police Officer	OPSRP	7/1/2015	16/A+	0	26.8670	1.6120	-	-	1.3434	29.8224	62,030.63
													242,912.91
											0.0765	FICA	18,583
											0.1265	PERS	30,728
											0.06	IAP	14,575
											0.263		306,799

Current year, Police budget FY 2014-15 existing staffing levels:

	FY 2014-15 current year	FY 2014-15
	01-70	01-71
TOTAL PERSONNEL SERVICES	923,458	2,337,024
TOTAL MATERIALS & SERVICES	131,905	738,321
TOTAL CAPITAL OUTLAY		150,700
	1,055,363	3,226,045
		4,281,408

PUBLIC SAFETY - POLICE MANAGEMENT
ACCOUNT 01.70

REQUIREMENTS BY CATEGORY

ACCT NO	ACCOUNT DESCRIPTION	FTE 2014-15	ACTUAL 2011-12	ACTUAL 2012-13	COUNCIL ADOPTED BUDGET 2013-14	MANAGER PROPOSED BUDGET 2014-15	COMMITTEE APPROVED BUDGET 2014-15	COUNCIL ADOPTED BUDGET 2014-15
REQUIREMENTS								
PERSONNEL SERVICES								
	FTE POSITIONS	7.00	7.00	7.00	7.00	7.00	7.00	7.00
01-70-8002	DEPARTMENT DIRECTOR	1.00	$ 93,467	$ 95,764	$ 98,179	$ 102,666	$ 102,666	$ 102,666
01-70-8003	PD ADMINISTRATIVE SPECIALIST	1.00	-	-	-	48,430	48,430	48,430
01-70-8003	RECORDS SUPER/ADMIN ASSISTANT		42,388	36,174	47,244	-	-	-
01-70-8035	POLICE LIEUTENANT	1.00	70,042	91,913	92,596	94,923	94,923	94,923
01-70-8039	POLICE SERGEANT	4.00	407,168	346,956	349,483	363,197	363,197	363,197
01-70-8103	SALARY OVERTIME		13,902	8,254	15,000	15,000	15,000	15,000
01-70-8104	BEEPER PAY		1,241	-	-	-	-	-
01-70-8105	HOLIDAY PAY		16,003	9,848	12,172	12,172	12,172	12,172
01-70-8181	FICA - CITY EXPENSE		47,400	44,060	47,023	48,684	48,684	48,684
01-70-8183	PERS PENSION PLAN-DB		71,803	63,153	87,370	64,906	64,906	64,906
01-70-8184	PERS IAP PLAN--DC		33,589	33,593	35,251	36,554	36,554	36,554
01-70-8185	STATE UNEMPLOYMENT		1,185	3,541	3,688	5,091	5,091	5,091
01-70-8186	TRI-MET EXCISE TAX		4,276	4,003	4,387	4,542	4,542	4,542
01-70-8187	WORKERS COMP INSURANCE		13,750	12,550	18,000	18,000	18,000	18,000
01-70-8188	W/C ASSESSMENT EXPENSE		250	214	175	480	480	480
01-70-8191	KAISER MEDICAL		42,204	33,408	35,281	38,053	38,053	38,053
01-70-8192	DENTAL		8,521	8,386	8,994	8,984	8,984	8,984
01-70-8194	BLUE CROSS MEDICAL		54,204	56,499	51,284	51,041	51,041	51,041
01-70-8195	HRA CLAIM EXPENSE		-	187	7,500	7,500	7,500	7,500
01-70-8196	LONG TERM DISABILITY INSURANCE		2,214	2,218	2,886	2,886	2,886	2,886
01-70-8197	GROUP LIFE/AD&D		466	421	348	348	348	348
	TOTAL PERSONNEL SERVICES	7.00	924,072	851,142	916,861	923,458	923,458	923,458
MATERIALS & SERVICES								
01-70-8208	SOFTWARE PURCHASES		-	-	-	-	-	-
01-70-8210	OFFICE SUPPLIES		761	788	2,000	2,000	2,000	2,000
01-70-8211	SPECIAL DEPARTMENT EXPENSE		114	565	200	200	200	200
01-70-8212	EQUIPMENT UNDER $1,000		-	-	-	-	-	-
01-70-8213	OPERATING SUPPLIES		3,355	3,562	4,150	4,150	4,150	4,150
01-70-8215	POSTAGE		1,460	1,275	1,500	1,500	1,500	1,500
01-70-8216	UTILITIES & PHONE		19,150	48,296	49,000	49,000	49,000	49,000
01-70-8217	RENTS & LEASES		3,861	4,111	6,300	6,300	6,300	6,300
01-70-8219	MAINT/OPERATION OF EQUIPMENT		17,723	15,958	29,500	29,500	29,500	29,500
01-70-8220	PROFESSIONAL SERVICES		4,031	8,252	1,050	1,050	1,050	1,050
01-70-8221	OTHER CONTRACT SERVICES		13,320	10,346	11,400	12,500	12,500	12,500
01-70-8222	INSURANCE		-	-	-	11,100	11,100	11,100
01-70-8223	MEMBERSHIP & DUES		714	425	605	605	605	605
01-70-8224	CONFERENCE/EDUCATION/TRAVEL		16,058	12,419	14,000	14,000	14,000	14,000
	TOTAL MATERIALS & SERVICES		80,548	105,995	119,705	131,905	131,905	131,905
CAPITAL OUTLAY								
01-70-8310	BUILDING IMPROVEMENTS		-	-	-	-	-	-
	TOTAL CAPITAL OUTLAY		-	-	-	-	-	-
	TOTAL REQUIREMENTS		$ 1,004,620	$ 957,137	$ 1,036,566	$ 1,055,363	$ 1,055,363	$ 1,055,363

PUBLIC SAFETY - POLICE MANAGEMENT
ACCOUNT 01.70 MATERIAL AND SERVICES DETAIL

ACCOUNT DESCRIPTION	GL ACCOUNT	EXPENSE TYPE	COUNCIL ADOPTED BUDGET 2013-14	MANAGER PROPOSED BUDGET 2014-15	COMMITTEE APPROVED BUDGET 2014-15	COUNCIL ADOPTED BUDGET 2014-15
Office Supplies	8210	Stationery Items	2,000	2,000	2,000	2,000
Special Department Expense	8211	Parking	200	200	200	200
Operating Supplies	8213	Criminal/Vehicle Code, Manuals (every 2 years)	150	150	150	150
		New Uniforms/Clean/Replace	4,000	4,000	4,000	4,000
			4,150	4,150	4,150	4,150
Postage	8215	Postage	1,500	1,500	1,500	1,500
Utilities/Phone	8216	Integra, Verizon, PGE	49,000	49,000	49,000	49,000
Rents & Leases	8217	PD Copier	6,300	6,300	6,300	6,300
Maint/Operation of Equipment	8219	Gas: Chief/Sergeants	15,000	15,000	15,000	15,000
		HVAC System	6,000	6,000	6,000	6,000
				-	-	-
		Network Printer/Fax Machines	500	500	500	500
		Veh. Maint/Repairs	8,000	8,000	8,000	8,000
			29,500	29,500	29,500	29,500
Professional Services	8220	Accreditation	1,050	1,050	1,050	1,050
		Crime Analysis/Lowe (Grant offset)	-	-	-	-
		Crime Analysis/Troudt (Grant offset)	-	-	-	-
			1,050	1,050	1,050	1,050
Other Contract Services	8221	Cellular Phone	7,100	7,100	7,100	7,100
		Trauma Intervention Prog (TIP)	1,500	1,500	1,500	1,500
		East Metro Mediation	2,800	3,500	3,500	3,500
		Flash Alert		400	400	400
			11,400	12,500	12,500	12,500
Insurance	8222	Insurance CIS liability & property	-	11,100	11,100	11,100
Membership and Dues	8223	Natl Assn Police Chiefs	-	-	-	-
		OEDI	135	135	135	135
		OR Assn Police Chiefs	350	350	350	350
		IACP	120	120	120	120
			605	605	605	605
Conference/Education/Travel	8224	**Admin. Asst.** LEDS / Records Mgmt	200	200	200	200
		Chief - OACP, ELETS/OEDI, Professional Certifications	2,000	2,000	2,000	2,000
		Lieutenant (1) Sgts. (4) for Training, Development, College Reimbursement, Command College	6,800	6,800	6,800	6,800
		Mgmt. Development	5,000	5,000	5,000	5,000
			14,000	14,000	14,000	14,000
TOTAL MATERIALS & SERVICES			**$ 119,705**	**$ 131,905**	**$ 131,905**	**$ 131,905**

PUBLIC SAFETY - POLICE MANAGEMENT
ACCOUNT 01.70

CAPITAL OUTLAY DETAIL

ACCOUNT DESCRIPTION	GL ACCOUNT	CAPITAL OUTLAY DESCRIPTION	COUNCIL ADOPTED BUDGET 2013-14	MANAGER PROPOSED BUDGET 2014-15	COMMITTEE APPROVED BUDGET 2014-15	COUNCIL ADOPTED BUDGET 2014-15
Computer Equipment	8301	Equipment $1,000 and Over	$ -	$ -	$ -	$ -
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
			-	-	-	-
Facilities	8320					
			-	-	-	-
TOTAL CAPITAL OUTLAY			$ -	$ -	$ -	$ -

PUBLIC SAFETY - POLICE OPERATIONS
ACCOUNT 01.71

REQUIREMENTS BY CATEGORY

ACCT NO	ACCOUNT DESCRIPTION	FTE 2014-15	ACTUAL 2011-12	ACTUAL 2012-13	COUNCIL ADOPTED BUDGET 2013-14	MANAGER PROPOSED BUDGET 2014-15	COMMITTEE APPROVED BUDGET 2014-15	COUNCIL ADOPTED BUDGET 2014-15
REQUIREMENTS								
PERSONNEL SERVICES								
	FTE POSITIONS	*21.50*	21.50	21.50	21.50	21.50	21.50	21.50
01-71-8019	CODE ENFORCEMENT OFFICER	0.50	24,312	25,277	26,033	$ 26,687	$ 26,687	$ 26,687
01-71-8034	POLICE INVESTIGATOR	2.00	135,039	134,417	132,229	135,548	135,548	135,548
01-71-8036	POLICE OFFICER	12.00	679,248	748,171	761,080	790,536	790,536	790,536
01-71-8037	POLICE EVIDENCE TECHNICIAN	1.00	44,569	17,619	46,810	46,815	46,815	46,815
01-71-8038	POLICE RECORDS SPECIALIST	2.00	84,631	86,937	89,101	91,349	91,349	91,349
01-71-8044	OFFICE FLOAT / SUPPORT		5,192	3,526	-	-	-	-
01-71-8051	POLICE SRO	2.00	130,256	129,336	131,029	134,318	134,318	134,318
01-71-8052	TRANSIT POLICE OFFICER	1.00	65,358	64,594	67,017	68,699	68,699	68,699
01-71-8055	GANG ENFORCEMENT OFFICER	1.00	-	-	-	65,314	65,314	65,314
01-71-8056	BEACH PATROL		1,922	11,261	15,000	15,000	15,000	15,000
01-71-8076	RESERVE POLICE OFFICERS		1,937	983	-	-	-	-
01-71-8103	SALARY OVERTIME		97,944	82,658	100,000	100,000	100,000	100,000
01-71-8105	HOLIDAY PAY		42,190	39,733	52,500	52,500	52,500	52,500
01-71-8181	FICA - CITY EXPENSE		97,699	99,349	108,691	116,798	116,798	116,798
01-71-8183	PERS PENSION PLAN-DB		139,446	136,416	184,322	143,353	143,353	143,353
01-71-8184	PERS IAP PLAN--DC		7,867	143,847	73,636	81,556	81,556	81,556
01-71-8185	STATE UNEMPLOYMENT		2,430	8,025	8,525	12,214	12,214	12,214
01-71-8186	TRI-MET EXCISE TAX		8,681	9,063	10,140	10,897	10,897	10,897
01-71-8187	WORKERS COMP INSURANCE		27,075	27,542	55,726	55,726	55,726	55,726
01-71-8188	W/C ASSESSMENT EXPENSE		674	665	650	1,476	1,476	1,476
01-71-8191	KAISER MEDICAL		72,539	85,492	91,754	103,844	103,844	103,844
01-71-8192	DENTAL		24,273	25,734	28,583	28,096	28,096	28,096
01-71-8194	BLUE CROSS MEDICAL		203,161	197,885	227,229	245,179	245,179	245,179
01-71-8195	HRA CLAIM EXPENSE		-	500	1,250	1,250	1,250	1,250
01-71-8196	LONG TERM DISABILITY INSURANCE		6,506	7,532	8,392	8,392	8,392	8,392
01-71-8197	GROUP LIFE/AD&D		1,256	1,254	1,478	1,478	1,478	1,478
	TOTAL PERSONNEL SERVICES		1,904,206	2,087,815	2,221,175	2,337,024	2,337,024	2,337,024
MATERIALS & SERVICES								
01-71-8207	COMPUTER REPAIR/PARTS/SUPPLIES		-	-	300	300	300	300
01-71-8208	SOFTWARE PURCHASES		30	-	-	-	-	-
01-71-8210	OFFICE SUPPLIES		3,676	3,466	5,000	5,000	5,000	5,000
01-71-8211	SPECIAL DEPARTMENT EXPENSE		46,539	44,303	47,400	54,800	54,800	54,800
01-71-8212	EQUIPMENT UNDER $1,000		980	2,440	2,850	2,850	2,850	2,850
01-71-8213	OPERATING SUPPLIES		14,181	12,836	17,800	17,800	17,800	17,800
01-71-8215	POSTAGE		-	-	-	-	-	-
01-71-8218	BUILDING MAINTENANCE		-	109	-	150	150	150
01-71-8219	MAINT/OPERATION OF EQUIPMENT		122,371	126,555	125,300	135,300	135,300	135,300
01-71-8220	PROFESSIONAL SERVICES		-	-	-	-	-	-
01-71-8221	OTHER CONTRACT SERVICES		470,457	439,845	458,940	463,761	463,761	463,761
01-71-8222	INSURANCE		-	-	-	42,300	42,300	42,300
01-71-8224	CONFERENCE/EDUCATION/TRAVEL		9,700	4,534	10,060	10,060	10,060	10,060
01-71-8225	RESERVES EXPENSE		601	280	2,500	2,500	2,500	2,500
01-71-8226	GREAT PROGRAM		757	-	1,000	1,000	1,000	1,000
01-71-8232	FORFEITURE EXPENSE		-	-	2,500	2,500	2,500	2,500
	TOTAL MATERIALS & SERVICES		669,293	634,367	673,650	738,321	738,321	738,321
CAPITAL OUTLAY								
01-71-8301	EQUIPMENT $1,000 AND OVER		200,066	114,701	74,200	70,700	70,700	70,700
01-71-8302	COMPUTER EQUIPMENT		-	-	-	-	-	-
01-71-8303	MOTOR VEHICLE		27,968	100,562	80,000	80,000	80,000	80,000
	TOTAL CAPITAL OUTLAY		228,035	215,263	154,200	150,700	150,700	150,700
	TOTAL REQUIREMENTS		$ 2,801,533	$ 2,937,445	$ 3,049,025	$ 3,226,045	$ 3,226,045	$ 3,226,045

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MATERIALS AND SERVICES DETAIL

ACCOUNT DESCRIPTION	GL ACCOUNT	EXPENSE TYPE	COUNCIL ADOPTED BUDGET 2013-14	MANAGER PROPOSED BUDGET 2014-15	COMMITTEE APPROVED BUDGET 2014-15	COUNCIL ADOPTED BUDGET 2014-15
Computer Repair/Parts/Supplies	8207	Supplies	300	300	300	300
Software Purchases	8208	Property & Evidence Software	-	-	-	-
Office Supplies	8210	Stationery Supplies	5,000	5,000	5,000	5,000
Special Department Expense	8211	40/9mm/45/380 AMMO	10,000	15,000	15,000	15,000
		Beach Expenses to AMR	10,000	10,000	10,000	10,000
		Composite Fee	300	300	300	300
		Crime Prevention	700	700	700	700
		Crime Scene Evidence System	5,500	5,500	5,500	5,500
		DMV Photos & Suspension Packets	1,000	1,000	1,000	1,000
		Duty Holsters	250	250	250	250
		Evidence Forms,Supplies (include CDs, Tapes, DVDs)	3,500	3,500	3,500	3,500
		Evidence Storage	-	-	-	-
		Flares	3,500	3,500	3,500	3,500
		Records/Officer Forms & Supplies	3,500	3,500	3,500	3,500
		Initiated Towing Fees	600	600	600	600
		Parking	650	650	650	650
		Special Events	1,500	1,500	1,500	1,500
		River Safety Equipment	500	500	500	500
		Weapon Replacement	5,000	5,000	5,000	5,000
		Code Enforcement Printing	400	400	400	400
		Code Enforc - DMV License Reports	500	500	500	500
		Taser Replacement		2,400	2,400	2,400
			47,400	54,800	54,800	54,800
Equipment Under $1,000	8212	Digital Cameras (3)	500	500	500	500
		Flashlight & Chargers	800	800	800	800
		Handcuffs	200	200	200	200
		Protective Gear	400	400	400	400
		Digital Recorders	200	200	200	200
		Unexpected Equipment Replace.	750	750	750	750
			2,850	2,850	2,850	2,850
Operating Supplies	8213	Ballistic Vest Replacm't (6 - Grant offset)	5,700	5,700	5,700	5,700
		Buy Money	1,000	1,000	1,000	1,000
		First Aid Supplies	500	500	500	500
		Criminal Code (every 2 years)	150	150	150	150
		Uniform Patches	100	100	100	100
		Uniform Cleaning	4,750	4,750	4,750	4,750
		Uniform Replacement	4,000	4,000	4,000	4,000
		Replacement Duty Belt Equip	1,000	1,000	1,000	1,000
		Manuals, pocket press (every 2 years)	200	200	200	200
		Vehicle Code Books (every 2 years)	150	150	150	150
		Code Enforcement Clothing	250	250	250	250
			17,800	17,800	17,800	17,800
Postage	8215	Postage	-	-	-	-
Building Maintenance	8216	Buildings and Structures	-	150	150	150
Maint/Operation of Equipment	8219	Car Washes	1,500	1,500	1,500	1,500
		Flashlight Batteries	-	-	-	-
		Flashlight Lamps	-	-	-	-
		Gas, Parts, Maint/Repairs	110,000	110,000	110,000	110,000
		Gen. Serv. State Bid Fee	200	200	200	200
		MDT Maintenance	4,000	8,000	8,000	8,000
		Mobile/Port Radio Maintenance	6,100	6,100	6,100	6,100
		PacSet Batteries	1,500	1,500	1,500	1,500
		Radar Repair	1,000	1,000	1,000	1,000
		Code Enforcement Gas, Maint.	-	-	-	-
		Vehicle Light bar Maintenance	1,000	1,000	1,000	1,000
		Arbitrator repair/Maintenance		6,000	6,000	6,000
			125,300	135,300	135,300	135,300
Other Contract Services	8221	BOEC Communications Dispatch	362,570	362,570	362,570	362,570
		Communications Access Fee 800Mhz	32,000	32,000	32,000	32,000
		East County Booking Facility Cost Share	5,000	9,821	9,821	9,821
		MDT Aircards - Verizon (20)	12,000	12,000	12,000	12,000
		MDT NetMotion Connection - GPD	2,500	2,500	2,500	2,500
		MDT Software Programming ePPDS	3,600	3,600	3,600	3,600

PUBLIC SAFETY - POLICE OPERATIONS
ACCOUNT 01.71

MATERIALS AND SERVICES DETAIL

ACCOUNT DESCRIPTION	GL ACCOUNT	EXPENSE TYPE	COUNCIL ADOPTED BUDGET 2013-14	MANAGER PROPOSED BUDGET 2014-15	COMMITTEE APPROVED BUDGET 2014-15	COUNCIL ADOPTED BUDGET 2014-15
		Cellular Phone Fees	7,500	7,500	7,500	7,500
		WebLEDS/TAME Accred. Systems Maint.	1,500	1,500	1,500	1,500
		PPDS & FileonQ Maint. (Records/Evidence)	27,000	27,000	27,000	27,000
		OSP User Charges	520	520	520	520
		IWORQs System Maint. (Code Enf.)	1,200	1,200	1,200	1,200
		Juvenile Custody Photo/Prints	300	300	300	300
		Translating Services	300	300	300	300
		Elevator Maintenance Contract	1,850	1,850	1,850	1,850
		Tyco Facility Security Monitor	550	550	550	550
		Schedule Anywhere Annual Fee	550	550	550	550
			458,940	463,761	463,761	463,761
Insurance	8222	Insurance CIS liability & property	-	42,300	42,300	42,300
Conference/Education/Travel	8224	Investigation Per Diem	400	400	400	400
		Officer Training Films/Manuals	200	200	200	200
		Instructor Certification	7,000	7,000	7,000	7,000
		Records & Evidence Training	900	900	900	900
		Publications/Subscriptions	360	360	360	360
		G.R.E.A.T. & SRO Training	500	500	500	500
		E.M.G.E.T. Training	-	-	-	-
		Oregon Code Enf. Assoc Membership	50	50	50	50
		Code Enforcement Training/Confer.	650	650	650	650
			10,060	10,060	10,060	10,060
Reserves Expense	8225	Reserve Donation Program	-	-	-	-
		Uniforms/Duty Gear	2,500	2,500	2,500	2,500
			2,500	2,500	2,500	2,500
GREAT Program	8226	Donation Program	-	-	-	-
		Regular	1,000	1,000	1,000	1,000
			1,000	1,000	1,000	1,000
Forfeiture Expense	8232	Lab Clean-up	2,500	2,500	2,500	2,500
TOTAL MATERIALS & SERVICES			$ 673,650	$ 738,321	$ 738,321	$ 738,321

PUBLIC SAFETY - POLICE OPERATIONS
ACCOUNT 01.71

CAPITAL OUTLAY DETAIL

ACCOUNT DESCRIPTION	GL ACCOUNT	CAPITAL OUTLAY DESCRIPTION	COUNCIL ADOPTED BUDGET 2013-14	MANAGER PROPOSED BUDGET 2014-15	COMMITTEE APPROVED BUDGET 2014-15	COUNCIL ADOPTED BUDGET 2014-15
Equipment Over $1,000	8301	Mobile Data Terminals (MDT's)	$ 13,500	$ 10,000	$ 10,000	$ 10,000
		Portable Radios	24,000	24,000	24,000	24,000
		Video Cameras Arbitrator Lease yr 3 of 5	24,700	24,700	24,700	24,700
		Mobile (FP) Radios (County and City)	12,000	12,000	12,000	12,000
			74,200	70,700	70,700	70,700
Motor Vehicle	8303	Light Bar	4,000	4,000	4,000	4,000
		New Car Transfer Equip Labor	24,000	24,000	24,000	24,000
		2 Patrol Vehicles	49,000	49,000	49,000	49,000
		Security Divider	1,500	1,500	1,500	1,500
		Plastic Seat	1,500	1,500	1,500	1,500
			80,000	80,000	80,000	80,000
TOTAL CAPITAL OUTLAY			$ 154,200	$ 150,700	$ 150,700	$ 150,700

General Benefits Overview

Multnomah County provides a comprehensive benefits program to employees. Family members, including qualified domestic partners and their children, are eligible under most Multnomah County benefits programs. An overview of our benefits programs is provided below; however, benefits vary depending on bargaining unit affiliation and employment status.

NOTE: This is a general description of the benefits offered through employment with Multnomah County, and every effort has been made to ensure its accuracy. In the event of any incorrect information in this document, applicable laws, rules, collective bargaining agreements or official plan documents will prevail.

Health Care

Six medical/vision options and two dental options are offered to employees. Coverage is included for the employee and immediate family, i.e. spouse or domestic partner and eligible dependent children. The County pays a portion of the cost of health care premiums, with employees sharing in the cost. Full-time employees pay approximately 10% of the cost of their coverage, part-time employees pay a larger share. Eligibility begins on the first of the month following employment – if enrollment forms have been submitted in a timely manner. There is also an Opt Out option, which provides a cash payment to employees who have group coverage under another health plan and decline medical coverage through Multnomah County.

Paid Leave (Vacation, Holidays, Sick Time, Bereavement Leave)

New employees typically receive 12 vacation days a year in represented positions. This amount increases substantially with length of service with the County, and differs among bargaining units. In addition to paid vacation time, employees receive:

- Ten paid holidays each year.
- 12 days of sick leave per year (for full-time employees) with no maximum accrual. Unused sick leave may be converted to retirement service credit for Tier 1 and 2 PERS participants only. Refer to PERS handbook or PERS directly for complete information on this subject.
- Three days of fully paid bereavement leave. This may be extended up to six days if substantial travel is involved.

Flexible Work Schedules

Depending on assignment, Multnomah County offers a variety of flexible work schedules to meet employee needs.

Life Insurance

The County provides **Basic Life Insurance** at no cost to employees under a term life insurance policy. Employees may purchase **Supplemental Life Insurance** for themselves and eligible dependents, including domestic partners.

Disability Programs

- **Optional Short Term Disability**
- **Long Term Disability**
- **Management Short Term Disability**
- **Optional Long Term Care Insurance**

Flexible Spending Accounts

Employees may elect to participate in the Dependent Care Assistance Plan (DCAP) or the Medical Expense Reimbursement Plan (MERP). Employee contributions are made with pre-tax payroll deductions; these plans operate under

Section 125 of the Internal Revenue Code.

Other Benefits

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Health Care

Six medical/vision options and two dental options are offered to employees. Find plan documents, comparisons and coverage information here.

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Leave of Absences

This section provides a brief explanation about employee leave to assist you with common questions.

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Life Insurance

The County provides basic life insurance at no cost to employees under a term life insurance policy.

Page

Disability Programs

Disability Programs Employees are automatically enrolled in a County-paid long-term disability insurance plan.

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Flexible Spending - Savings Plan Forms

Flexible Spending - Savings Plan Forms Employees may elect to participate in the Dependent Care

Other Benefits

Other benefits available to Multnomah County Employees.

Assistance Plan (DCAP) or the Medical Expense Reimbursement Plan (MERP).

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Health Care

Six medical/vision options and two dental options are offered to employees. Coverage is available for the employee and immediate family, i.e. spouse or domestic partner and eligible dependent children. The County pays a portion of the cost of health care premiums, with employees sharing in the cost. Full-time employees pay approximately 10% of the cost of their coverage, part-time employees pay a larger share. Eligibility begins on the first of the month following employment – if enrollment forms have been received in a timely manner. There is also an Opt Out option, which provides a cash payment to employees who have group coverage under another health plan and decline medical coverage through Multnomah County.

The County Health and Benefit Plans are administered by the Employee Benefits Office (EBO). All enrollment or enrollment change forms must be submitted to our office. If you have any questions, please feel free to call us at (503) 988-3477 or email us at employee.benefits@multco.us. Our customer service goal is to respond to your inquiries within 24 hours.

Medical Coverage

Six medical/vision options are offered to employees. Coverage is

Dental Coverage

Employees have a choice of two dental plans: Kaiser Permanente or

included for the employee and immediate family, i.e. spouse or domestic partner and eligible dependent children.

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Health Plan Rates and Comparisons

Bargaining Unit and FTE Specific Rate Documents

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Medical and Dental Forms

Are you an active employee wanting to make plan changes? You will find the forms and instructions you need to make changes to health plan elections here.

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Kaiser Plans

Only currently available documents are published. New Plan Year documents typically become available near the beginning of the calendar year.

Page

Moda Plans

Only currently available documents are published. New Plan Year documents typically become available near the beginning of the calendar year.

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HIPAA

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Network Affiliation for Moda Plans

The Moda administered plans offer use of the Connexus Network for your healthcare needs. When you elect coverage under any Moda plan, you will automatically be enrolled in the Connexus network. This network offers an extensive selection of hospital facilities and healthcare providers in the area. Although you have coverage regardless of whether you use an in- or out-of-network provider, you receive the highest level of coverage when you use physicians and facilities who are in-network.

The following is a list of facilities contracted with the Connexus Network. This is not a complete listing. For a complete list of facilities and providers, please visit MyModa at www.modahealth.com.

Connexus Network Local Hospitals:

- Adventist Health Medical Center
- Emanuel
- Good Samaritan (Portland)
- Legacy Mt. Hood
- Legacy Salmon Creek
- Meridian Park (PAMC)
- Oregon Health Sciences University
- Providence (Portland/Milwaukie)
- PeaceHealth Southwest Medical Center
- St. Vincent's
- Tuality
- Willamette Falls

Kaiser Permanente

Kaiser Permanente is a geographically specific HMO plan. Medical services and supplies must be provided, prescribed, authorized or directed by a participating physician. You must receive the services and supplies at a Kaiser Permanente facility or skilled nursing facility inside Kaiser's service area, except for qualifying urgent or emergency care as described in the plan materials.

Multnomah County Employee Benefits

2015 Medical Plan Choices	Annual Deductible	Annual Out-of-Pocket	Maximum Lifetime Benefit	Network Affiliation
	Out-of-Pocket maximums do not include deductibles, disallowed charges or Rx copayments			
Moda Performance PPO Plan	$200 per individual OR $600 per family	$1000 per individual OR $3000 per family	no limit	In-Network
				Out-of-Network
Moda Preferred PPO Plan	$400 per individual OR $800 per family	$2000 per individual OR $6000 per family		In-Network
				Out-of-Network
Moda Major Medical PPO Plan	$1000 per individual OR $2500 per family	$5000 per individual (family limit not applicable)		In-Network
				Out-of-Network
Kaiser Permanente (grandfathered)	no deductible	$600 per individual OR $1200 per family	no limit	Services must be provided, prescribed, referred, or authorized by Kaiser Permanente Plan Providers
Kaiser Maintenance	$500 per individual OR $1500 per family	$2000 per individual OR $6000 per family	no limit	

Plan pays as indicated after member pays appropriate deductible and coinsurance							
Office Visit: Preventive Care	Office Visit: Primary Care, Urgent Care	Routine Physical Exam; includes exam, lab work and x-rays	Well Baby Care (deductible waived)	Preventive Immunizations (per schedule, does not include cost of office visit)	Diagnostic Lab & X-ray (not related to routine physical)	Mammogram/ Annual GYN exam + Pap	Outpatient Surgery
90% after deductible	90% after deductible	services are covered; deductible waived; coinsurance applies	90%	services are covered; deductible waived; coinsurance applies	90% after deductible	100% after $15 copay	90% after deductible
70% after deductible	70% after deductible		70%		70% after deductible	70% after deductible	70% after deductible
80% after deductible	80% after deductible	services are covered; deductible waived; coinsurance applies	80%	services are covered; deductible waived; coinsurance applies	80% after deductible	100% after $15 copay	80% after deductible
60% after deductible	60% after deductible		60%		60% after deductible	60% after deductible	60% after deductible
70% after deductible	70% after deductible	services are covered; deductible waived; coinsurance applies	70%	see plan booklet	70% after deductible	100% after $15 copay	70% after deductible
50% after deductible	50% after deductible		50%		50% after deductible	50% after deductible	50% after deductible
100% after $10 copay	100% after $10 copay	100% after $10 copay	100% after $10 copay	100%	100%	100% after $10 copay	100% after $10 copay
100% after $20 copay ($10 copay for preventive care); 80% after deductible for specialty care	100% after $20 copay ($10 copay for preventive care); 80% after deductible for specialty care	100% after $10 copay for exam; 100% after $10 copay per visit for lab/x-ray or special diagnostic	100% after $10 copay	100%	100% after $10 copay	100% after $10 copay	80% after deductible

2015 Medical Plan Choices	Plan pays as indicated after member pays appropriate deductible and coinsurance						
	Network Affiliation	Hospital Inpatient	Ambulance	Emergency Room (penalty copay waived if admitted)	Hospice Care (Inpatient/ Outpatient); Respite Care	Skilled Nursing Facility	Chemical Dependency: Detoxification Program or Inpatient Treatment
Moda Performance PPO Plan	In-Network	90% after deductible	90% after deductible	90% after deductible ($50 copay); out-of-network subject to MPA	100% according to benefit schedule; deductible waived	90% after deductible - max 100 days per year	90% after deductible
	Out-of-Network	70% after deductible	70% after deductible				70% after deductible
Moda Preferred PPO Plan	In-Network	80% after deductible	80% after deductible	80% after deductible ($75 copay); out-of-network subject to MPA	100% according to benefit schedule; deductible waived	80% after deductible - max 100 days per year	80% after deductible
	Out-of-Network	60% after deductible	60% after deductible				60% after deductible
Moda Major Medical PPO Plan	In-Network	70% after deductible	70% after deductible	70% after deductible ($100 copay); out-of-network subject to MPA	100% according to benefit schedule; deductible waived	70% after deductible - max 100 days per year	70% after deductible
	Out-of-Network	50% after deductible	50% after deductible				50% after deductible
Kaiser Permanente	Services must be provided, prescribed, referred, or authorized by Kaiser Permanente Plan Providers	100%	100% after $50 copay	100% after $50 copay in-plan; 100% after $50 copay subject to UCR out-of-plan	100%; for short-term care within service area	100%; up to 100 days per year	100%
Kaiser Maintenance		80% after deductible	80%; deductible waived	80% after deductible in- or out-of-plan	no charge for short-term care within service area	80% after deductible for up to 100 days per year	80% after deductible

Plan pays as indicated after member pays appropriate deductible and coinsurance								
Mental Health: Residential Treatment	Chemical Dependency or Mental Health: Outpatient Treatment	Alternative Care: Naturopathic	Alternative Care: Chiropractic and Massage Therapy	Alternative Care: Acupuncture	Hearing Exams	Hearing Aids	Vision Exam	Vision Hardware *see plan documents for contacts and lens limits
90% after deductible	90% after deductible	plan pays 50% up to $300 per year (deductible waived)		90% (deductible waived)	some coverage available - see plan booklet		100% of allowed charge once per year	plan pays up to allowed dollar limit* once per year
70% after deductible	70% after deductible			70% (deductible waived)				
80% after deductible	80% after deductible	plan pays 50% up to $300 per year (deductible waived)		80% (deductible waived)	some coverage available - see plan booklet		100% of allowed charge once per year	plan pays up to allowed dollar limit* once every two years
60% after deductible	60% after deductible			60% (deductible waived)				
70% after deductible	70% after deductible	not covered			some coverage available - see plan booklet		not covered	not covered
50% after deductible	50% after deductible						not covered	not covered
100%	100% after $10 copay	$500 allowance per calendar year; after $15 copay for Acupuncture, Chiropractic care and Naturopathy; $25 copay for Massage Therapy (limit 12 visits for Massage)			100% after $10 copay	some coverage available - see plan booklet	100% after $10 copay	(Adult) $150 allowance once every 24 months (lenses and frames or contacts) <19 no charge (formulary)
80% after deductible; 100% after $20 copay for day treatment	100% after $20 copay	$500 allowance per calendar year; after $15 copay for Acupuncture, Chiropractic care and Naturopathy; $25 copay for Massage Therapy (limit 12 visits for Massage)			100% after $20 copay	some coverage available - see plan booklet	100% after $20 copay	not covered

These comparisons are not intended to provide comprehensive plan information. All benefits and coverage are subject to plan limitations and definitions. This summary should not be considered a guarantee of coverage. Please consult the Summary Plan Description, Evidence of Coverage, or applicable health plan for specific coverage information.

2015 Prescription Coverage	You pay the listed copay or coinsurance and applicable deductible, the plan pays the remainder					
	Prescription Deductibles and Out-of-Pocket costs are not included in Medical Deductibles or Out-of-Pocket					
	Annual Deductible	Annual Out-of-Pocket		Tier 1 Select	Tier 2 Preferred	Tier 3 Non-Preferred and Non-Formulary
				Your copayment		
Moda Performance PPO Plan	none	$2000 per individual (non-preferred tier 3 does not apply)	30-day supply (retail/ specialty)	20% to $50 max per Rx		50%
			90-day supply (mail order)	20% to $25 max	20% to $100 max	50%
Moda Preferred PPO Plan	none	$2000 per individual (non-preferred tier 3 does not apply)	30-day supply (retail/ specialty)	20% to $50 max per Rx		50%
			90-day supply (mail order)	20% to $35 max	20% to $150 max	50%
Moda Major Medical PPO Plan	$300 per individual	N/A	30-day supply (retail/ specialty)	30% after deductible		
			90-day supply (mail order)	30% after deductible		
Kaiser Permanente	none	no limit	30-day supply (retail)	$10 copay		limited coverage available
			90-day supply (mail order)	$20 copay		
Kaiser Maintenance	none	no limit	30-day supply (retail)	$15 copay	$30 copay	limited coverage available
			90-day supply (mail order)	$30 copay	$60 copay	

Pharmacy Coverage Under Moda Health Plans

Moda offers both retail and mail-order service for County employees enrolled in the Moda managed health plans.

To find the coverage tier for your medication, verify the prescription price, or review applicable restrictions or limitations, log in to myModa at www.modahealth.com or contact Moda Pharmacy Customer Service toll-free at 800-913-4284.

2 easy steps to fill a RETAIL prescription
1.) Go to a Moda Health in-network pharmacy and present your Moda member ID card. To find an in-network pharmacy visit Find Care at www.modahealth.com and search for pharmacies using your member ID number. You can also call Moda Pharmacy Customer Service for assistance.
2.) Pay your copayment. The pharmacist will run your member ID card for benefits and you will be charged the appropriate copayment. Your copayment amount depends on your medical plan election and the tier associated with your medication.

Participate in the mail-order program
The mail-order program is a convenient way for members to get prescriptions for covered drugs through an exclusive mail-order pharmacy. You are eligible to participate in the mail-order program if you take maintenance medication to manage your health conditions, such as blood pressure, asthma or diabetes. The mail-order program allows for the purchase of up to a 90-day supply of medication. To begin using mail-order call Postal Prescription Services (PPS) at 800-552-6694.

Specialty medications
Specialty drugs often require special handling techniques, careful administration and a unique ordering process. Moda provides enhanced member services for drugs designated as specialty medications. If you do not purchase specialty drugs through the exclusive specialty pharmacy, the drug expense will not be covered. The specialty benefit allows for up to a 30-day supply to be purchased through Diplomat Specialty Pharmacy. For information about specialty medications call Moda Pharmacy Customer Service.

Understand plan limitations
Some drugs may require prior authorization or be subject to limitations and restrictions. Brand drugs that have an equivalent generic formation may have an additional cost. For additional information about plan limitations visit myModa at www.modahealth.com or call Moda Pharmacy Customer Service.

Save money with generics
If you, or a family member, take a brand-name drug, you may want to check with your doctor to see if there are opportunities for you to use generic medications in your treatment. Moda Pharmacy Customer Service can also provide a listing of alternative treatment options for discussion with your provider. Your doctor is best qualified to balance quality, therapeutic results and cost considerations in choosing the most appropriate medications for you.

Pharmacy Coverage under Kaiser Permanente

Prescriptions and supplies must be purchased at a Kaiser Permanente facility or skilled nursing facility inside Kaiser's service area, except for qualifying urgent or emergency care as described in the plan materials.

Dental Plan Choices	Plan pays as indicated after member pays appropriate deductible and coinsurance	
	Delta Dental PPO	**Kaiser Permanente Dental**
Annual Deductible	$25 per Individual OR $75 per Family	None
Annual Maximum Benefit	$1500 per person	None
	Any dentist, operating within the scope of license	Services must be provided, prescribed, referred or authorized by Kaiser Permanente Plan Providers
Service:	Preventive & Diagnostic Services	
Oral exam; X-rays; Teeth cleaning; Fluoride treatments; Space maintainers	100% -- deductible waived	100% after $10 office copay
	Basic Restorative Services	
Routine fillings; Crowns (plastic/acrylic & steel); Simple extractions	80% after deductible to annual maximum	100% after $10 office copay
	Oral Surgery	
Surgical tooth extractions including diagnosis & evaluation	80% after deductible to annual maximum	100% after $10 office copay
	Periodontics/Endodontics	
Diagnosis & evaluation; Treatment of gum disease; Scaling & root planing; Root canal; Related therapy	80% after deductible to annual maximum	100% after $10 office copay
	Major Restorative Services	
Gold or porcelain crowns; Inlays; Bridge abutments; Pontics	50% after deductible to annual maximum	100% after $45 copay for each crown, inlay, bridge abutment or pontic
	Removable Prosthetic Services	
Full & partial dentures	50% after deductible to annual maximum	100% after $65 copay for each full denture; $95 for each partial denture
Relines; Rebases	50% after deductible to annual maximum	100% after $25 copay for each reline or rebase
	Emergency Services	
In-plan providers	no special benefit	You pay $25 for same or next day emergency/urgent services plus any other charges that normally apply
Out-of-plan providers	You pay any coinsurance that normally applies plus all of amount exceeding reasonable & customary charges for eligible claims	You pay the balance after you are reimbursed up to $100 for qualifying claims outside the service area.
	Other Benefits	
Nightguards	50% after deductible to annual maximum	90% of the full price
Nitrous oxide	not covered	Adults and children age 13 & up $15; no charge for children age 12 & younger
	Orthodontic Care	
Age Limit	For children under 19 years of age only	For children under 18 years of age only
Maximum lifetime benefit allowance plan pays per child (separate from dental yearly maximum)	$1,000	$3,000
Orthodontics	You pay 50% of the first $2,000 in treatment costs; 100% of charges thereafter	You pay 50% of the first $6,000 in treatment costs; 100% of charges thereafter

These comparisons are not intended to provide comprehensive plan information. All benefits and coverage are subject to plan limitations and definitions. This summary should not be considered a guarantee of coverage. Please consult the Summary Plan Description, Evidence of Coverage, or applicable health plan for specific coverage information.

MULTNOMAH COUNTY - Deputy Sheriffs and Civil Deputies

Full Time Employee Rates

January 1, 2015 - December 31, 2015

Coverage Level	Total Premium	Refund to Employee	County Contribution	Employee Monthly Cost share	Per Paycheck Deduction
Performance PPO Medical/Rx/Vision Plan					
Single	$742.14	N/A	$667.92	$74.22	$37.11
Two-Party	$1,484.26	N/A	$1,335.84	$148.42	$74.21
Family	$2,115.06	N/A	$1,903.56	$211.50	$105.75
Preferred PPO Medical/Rx/Vision Plan					
Single	$652.48	N/A	$619.86	$32.62	$16.31
Two-Party	$1,304.96	N/A	$1,239.72	$65.24	$32.62
Family	$1,859.56	N/A	$1,766.58	$92.98	$46.49
Major Medical and Rx Plan					
Single	$330.18	$50.00	$380.18	$0.00	$0.00
Two-Party	$660.36	$50.00	$710.36	$0.00	$0.00
Family	$941.00	$50.00	$991.00	$0.00	$0.00
Kaiser Medical/Rx/Vision Plan					
Single	$637.72	N/A	$605.84	$31.88	$15.94
Two-Party	$1,273.86	N/A	$1,210.16	$63.70	$31.85
Family	$1,815.68	N/A	$1,724.90	$90.78	$45.39
ODS Dental Plan					
Single	$47.52	N/A	$45.14	$2.38	$1.19
Two-Party	$95.02	N/A	$90.26	$4.76	$2.38
Family	$135.22	N/A	$128.46	$6.76	$3.38
Kaiser Dental Plan					
Single	$79.86	N/A	$75.86	$4.00	$2.00
Two-Party	$159.76	N/A	$151.78	$7.98	$3.99
Family	$227.66	N/A	$216.28	$11.38	$5.69

Imputed Income	
In addition to Cost shares, Employees enrolling non-IRS eligible dependents pay tax on Monthly Imputed Income	
Performance PPO Plan	
	Imputed Income
1 NonIRS Dependent	$667.92
2 or more Non IRS Dependents	$1,235.64
Preferred PPO Plan	
	Imputed Income
1 NonIRS Dependent	$619.86
2 or more Non IRS Dependents	$1,146.72
Major Medical Plan	
	Imputed Income
1 NonIRS Dependent	$330.18
2 or more Non IRS Dependents	$610.82
Kaiser Medical Plan	
	Imputed Income
1 NonIRS Dependent	$604.32
2 or more Non IRS Dependents	$1,119.06
ODS Dental Plan	
	Imputed Income
1 NonIRS Dependent	$45.12
2 or more Non IRS Dependents	$83.32
Kaiser Dental Plan	
	Imputed Income
1 NonIRS Dependent	$75.92
2 or more Non IRS Dependents	$140.42

Imputed Income

Multnomah County employees who elect to enroll family members who do not qualify as a Spouse, a Qualified Child, or a Qualified Relative under the IRS code are required to pay tax on the value of that dependent's health plan coverage. This rule applies to non-IRS eligible children as well as non-Spouse partners.

The taxable value is the fair market value of group coverage for the person(s) enrolled as a non-Spouse partner or non-IRS eligible child(ren). The payroll deduction for such dependent coverage is withheld on a post-tax basis. The value of the coverage is added to County employee's gross income. Employee's tax calculation will be based on the sum of gross income PLUS the value of non-IRS eligible dependent's coverage(s). The tax impact of this coverage is not shown separately on your paycheck.

Medical Coverage

Six medical/vision options are offered to employees, dependent on your employee group/bargaining unit. Coverage is included for the employee and immediate family, i.e. spouse or domestic partner and eligible dependent children.

Kaiser Standard - HMO Plan: Available to all employee groups *except* DSA/CD (Deputy Sheriffs and Civil Deputies)
See the Explanation of Coverage (EOC) for plan details.

Kaiser Standard Grandfathered - HMO Plan: Available only to DSA/CD (Deputy Sheriffs and Civil Deputies).
See the Explanation of Coverage (EOC) for plan details.

Kaiser Maintenance - HMO Deductible Plan: Available only to Part-time Employees and Retirees.
See the Explanation of Coverage (EOC) for plan details.

Moda Platinum Plan - PPO Plan: Available to AFSCME Local 88, Non-Represented, IBEW, ONA, JCSS, Painters, and Physicians.
See the Summary Plan Description (SPD) for plan details.

Moda Performance Plan - PPO Plan: Available to DSA/CD, MCCDA, IUOE, FOPPO, and Prosecuting Attorneys
See the Summary Plan Description (SPD) for plan details.

Moda Preferred Plan - PPO Plan: Available to DSA/CD, MCCDA, IUOE, FOPPO, and Prosecuting Attorneys
See the Summary Plan Description (SPD) for plan details.

Moda Major Medical (with prescription coverage) - PPO Plan: Available to Local 88, Non-Represented, IBEW, ONA, JCSS, Painters, and Physicians.
See the Summary Plan Description (SPD) for plan details.

Moda Major Medical (without prescription coverage) - PPO Plan: Available to DSA/CD, MCCDA, IUOE, FOPPO, and Prosecuting Attorneys.
See the Summary Plan Description (SPD) for plan details.

Opt-Out - If you have other medical coverage, you can decline County medical coverage and receive a refund payment. Additional forms required.

Prescription drug coverage is included with each medical plan option.

Full-time employees and their eligible dependents are eligible to enroll in County-sponsored medical/vision plan coverage. All employees are subject to premium sharing for coverage. Please review the appropriate rate sheet for premium sharing information.

Permanent part-time employees (.5 FTE to .79 FTE or 20 to less than 32 hours per week) and their eligible dependents are are eligible to receive employer paid medical benefits for the Major Medical Plan. Permanent part-time employees may elect to enroll in any available medical plan and pay the required payroll deduction. Please review the comparison sheets for more details.

Employees may also elect to Opt-out of medical coverage for an in lieu of coverage payment with proof of other coverage under another health plan. For example, if you are covered under a spouse or domestic partner's insurance, you may elect to "Opt-out" of the County plans. The payment is recorded on the second paycheck of each month. Cash payments are subject to taxes charged at the supplemental rate. Opt-out payments are not available during an unpaid leave of absence.

Vision Coverage

Employee's Vision Coverage is associated with their medical coverage through Kaiser Permanente(HMO plan), Performance PPO Plan (claims processed by Moda) or Preferred PPO Plan (claims processed by Moda) or Platinum PPO Plan (claims processed by Moda)

Performance Plan

Effective date: January 1, 2014

Classes 0003, 0006, 0008, 0009, and 0010

Multnomah County

moda

modahealth.com

Moda Health Plan, Inc. provides medical claims payment services only and does not assume financial risk or obligation with respect to payment of claims.

SECTION 3. SUMMARY OF BENEFITS – A QUICK REFERENCE

This section is a quick reference summarizing the Plan's benefits. The details of the actual benefits and the conditions, limitations and exclusions of the Plan are contained in the sections that follow. **Benefits are paid based on a PLAN YEAR – January through December.**

Section 6 provides information regarding prior authorization requirements. Members can access a complete list of procedures that require prior authorization on myModa or by contacting Customer Service. Failure to obtain required prior authorizations will result in denial of benefits or a penalty.

3.1 NETWORK INFORMATION

Provider Networks
ODS Plus Network
Pharmacy network is Northwest Prescription Drug Consortium (NPDC)

In-network benefits apply to services delivered by in-network providers; out-of-network benefits apply to services delivered by out-of-network providers. By using the services of an in-network provider, members will receive a higher level of benefits. Members may choose an in-network provider by using "Find Care" on myModa or by contacting Customer Service for assistance. Member ID cards will identify the applicable network.

3.1.1 Primary Network; Primary Service Area

All members will have access to a primary network, which provides services in the Group's primary service area. Members who live inside the in-network service area who receive Covered Services from an out-of-network provider or who live or travel outside the in-network service area will be paid at the out-of-network benefit level.

3.2 SCHEDULE OF BENEFITS FOR MEDICAL BENEFITS

PLAN DESIGN	In-Network Benefits	Out-Of-Network Benefits
Annual Deductible per Member	**$200**	
Maximum Annual Family Aggregate Deductible	**$600**	
Annual Medical Out-of-Pocket Maximum per Member (does not include deductible or prescription out of pocket costs)	**$1,000**	
Annual Medical Out-of-Pocket Maximum per Family (does not include deductible or prescription out of pocket costs)	**$3,000**	

BENEFITS	COPAYMENT/COINSURANCE (Amount Member Pays)		DETAILS
	In-Network	Out-Of-Network	
Ambulance Transport			
Ambulance Transportation	10%	10%	Page 25
Ambulatory Services			
Ambulatory Surgery and Invasive Diagnostic Procedures (Facility Charges)	10%	30%	Page 25
Chemical Dependency Services – Outpatient Program	10%	30%	Page 26
Diagnostic X-ray and Lab	10%	30%	Page 26
Imaging Procedures	10%	30%	Page 26
Infusion Therapy			Page 26
Home Infusion	10%	30%	
Outpatient Infusion	10%	30%	
Kidney Dialysis	10%	30%	Page 27
Outpatient Rehabilitation	10%	30%	Page 27 - 60 sessions per plan year.
Therapeutic X-ray	10%	30%	Page 27
Emergency Care			
Emergency Room Facility	$50 per visit, then 10%	$50 per visit, then 10%	Page 28 Copay waived if covered hospitalization immediately follows emergency room use.
Hospice Care			Page 29
Home Care	No Cost Sharing	30%	
Inpatient Care	No Cost Sharing	30%	12 days
Respite Care	No Cost Sharing	30%	170 hours
Hospital Care and Residential Facility Care			
Chemical Dependency Detoxification	10%	30%	Page 31
Inpatient Acute Care	10%	30%	Page 31
Inpatient Rehabilitation	10%	30%	Page 31 - Confinement must begin within one year of onset of the condition
Residential Mental Health & Chemical Dependency Treatment Programs	10%	30%	Page 31
Skilled Nursing Facility Care	10%	30%	Page 31 – 100 days per plan year

BENEFITS	COPAYMENT/COINSURANCE (Amount Member Pays)		DETAILS
	In-Network	Out-Of-Network	
Medications			
Prescription Drugs			Page 45
Retail Pharmacy			Up to 30-day supply or 100 pills per prescription
Tier 1 Select Generic	20%, $50 maximum	20%, $50 maximum	
Tier 2 Preferred	20%, $50 maximum	20%, $50 maximum	
Tier 3 Non-Preferred	50%	50%	
Tier 3 Non-Formulary	50%	50%	
Mail Order Pharmacy			90-day supply per prescription
Tier 1 Select Generic	20%, $25 maximum	N/A	
Tier 2 Preferred	20%, $100 maximum	N/A	
Tier 3 Non-Preferred	50%	N/A	
Tier 3 Non-Formulary	50%	N/A	
Specialty Pharmacy			Up to 30-day supply or 100 pills per prescription
Tier 1 Select Generic	20%, $50 maximum	N/A	
Tier 2 Preferred	20%, $50 maximum	N/A	
Tier 3 Non-Preferred	50%	N/A	
Tier 3 Non-Formulary	50%	N/a	
Professional Services			
Acupuncture Care	10%	30%	Page 32 - 20 visits per plan year
Alternative Care	50% (deductible waived)	50% (deductible waived)	Page 32 - $300 aggregate plan year maximum and can use in-network or out-of-network providers
Annual GYN Exam & Pap Tests including routine mammogram	$15 copay, deductible waived	30%	Page 29
Dental Care (treatment following dental accident only)	10%	30%	Page 34

BENEFITS	COPAYMENT/COINSURANCE (Amount Member Pays)		DETAILS
	In-Network	Out-Of-Network	
Diabetes Self-Management Programs	No copay (deductible waived)	No copay (deductible waived)	Page 34 - Once, following diagnosis
Hearing Exams and Hearing Aids for Enrolled Adults	50%	50%	Page 35 - $500 maximum every 36 months per ear
Hearing Exams for Enrolled Children	50%	50%	Page 35 - $500 maximum every 36 months per ear
Hearing Aids and Related Services (Mandated Benefits for Enrolled Children up to age 26)	10%	10%	Page 35 - Once every 48 months
Home and Office Visits	10%	30%	Page 36
Mental Health Services – Outpatient	10%	30%	Page 36
Physician Hospital Visits	10%	30%	Page 36
Routine Physical Exams	10%, deductible waived	30%, deductible waived	Page 37 - One per plan year, age 2+
Routine Diagnostic X-ray & Lab	10%, deductible waived	30%, deductible waived	Page 37
Immunizations	10%, deductible waived	30%, deductible waived	Page 37
Prostate Rectal Exam	10%, deductible waived	30%, deductible waived	Page 38 - One per plan year, age 50+
Prostate Specific Antigen (PSA) Test	10%, deductible waived	30%, deductible waived	Page 38 - One per plan year, age 50+
Routine Colonoscopy	10%, deductible waived	30%, deductible waived	Page 37 -One per 10 plan years, age 50+.
Surgery	10%	30%	Page 38
Temporomandibular Joint Syndrome	10%	30%	Page 39 - $1,500 lifetime maximum
Therapeutic Injections	10%	30%	Page 39
Tobacco Cessation Treatment			Page 39 – age 15+
Consultation	No Cost Sharing	No Cost Sharing	
Supplies	No Cost Sharing	No Cost Sharing	
Prescription Drugs	No Cost Sharing	No Cost Sharing	Prescriptions may be purchased at any participating pharmacy.
Urgent Care Visits	10%	30%	Page 36
Well-Baby Exams	10%, deductible waived	30%, deductible waived	Page 39
Other Services			
Biofeedback	10%	30%	Page 39 up to 10 lifetime visits
Disposable Supplies (provided in a physician's office)	10%	30%	Page 41

BENEFITS	COPAYMENT/COINSURANCE (Amount Member Pays)		DETAILS
	In-Network	Out-Of-Network	
Durable Medical Equipment - Outpatient	10%	30%	Page 41
Home Healthcare & Skilled Nursing Care	10%	30%	Page 40 Requires authorization. 60 visits per plan year
Maternity	Treated same as any other condition.	Treated same as any other condition.	Page 40
Supplies and Appliances	10%	30%	Page 41
Transplants			Page 42
Exclusive transplant network facility	10%	N/A	
Other facilities	Not covered	Not covered	
Donor Costs			
Exclusive transplant network facility	10%	N/A	
Other facilities	Not covered	Not covered	

3.3 SUMMARY OF BENEFITS

3.3.1 Medical Deductible

Each Member $200
Total family $600

3.3.2 Percentage The Plan Pays For Covered Expenses After The Deductible

In-Network Benefits	After the deductible, the Plan pays 90% of contracted fees for eligible services.
Out-of-Network Benefits	After the deductible, the Plan pays 70% of Maximum Plan Allowance for eligible services.
Out-of-Network Benefits when In-Network Panel does not include any such providers	After the deductible, the Plan pays 70% of Maximum Plan Allowance for eligible services.
Living or traveling outside the In-Network Service Area	After the deductible, the Plan pays 70% of Maximum Plan Allowance for eligible services.

3.3.3 Medical Out-Of-Pocket Maximum

Each Member per year $1,000
Total family per year $3,000

After a Member or family reaches the annual medical out-of-pocket maximum, the Plan will pay 100% of Maximum Plan Allowance (contracted fees if rendered by In-Network Providers) for Covered Services incurred during the remainder of that year for that Member. Annual

deductible, non-covered expenses, and prescription drug out-of-pocket expenses do not accumulate toward this medical maximum.

3.3.4 Prescription Out-Of-Pocket Maximum

Each Member per year ..... $2,000 for select generic, preferred, and non-formulary drugs

After a Member reaches the annual prescription out-of-pocket maximum, the prescription plan will pay 100% of the covered expense for select generic, preferred, and non-formulary drugs (based upon the Moda Health Preferred Drug List) for Rx purchases made at participating In-Network pharmacies for the Member for the remainder of that year. The Plan's medical out-of-pocket expenses, the medical plan deductible, and medical non-covered expenses do not accumulate toward this prescription maximum.

3.3.5 Overview Of Covered Expenses

a. **Ambulance**
To the nearest facility that has the capability to provide the necessary treatment (see section 8.1)

b. **Chemical Dependency Detoxification Program**
All-inclusive per diem charge for room and treatment services by a program that meets the definitions in the Plan (see section 8.5.1).

c. **Chemical Dependency Outpatient Treatment Program**
Assessment and treatment services by a treatment program that meets the definitions in the Plan (see section 8.2.3).

d. **Diabetes Self-Management - Deductible Waived**
One diabetes self-management program which the Member has been certified as having successfully completed (see section 8.6.6 for Limitations).

e. **Hospice**
Specified services and supplies provided by an Approved Hospice for care of the terminally ill (see section 8.4 for Benefits and Limitations.)

f. **Hospital - Inpatient Care** (see section 8.4)
   i. Daily hospital room allowance will not exceed the average daily semi-private rate of the hospital.
   ii. Other Medically Necessary hospital services.

Type of Care	Maximum number of days per year
Medical/surgical	unlimited
Rehabilitative	unlimited
Intensive Care Unit	unlimited

g. **Hospital - Outpatient Care**
   i. Emergency room treatment (special deductible applied, see section 8.3)
   ii. Outpatient Surgery
   iii. Pre-admission testing

h. **Mammograms/Pap Tests - Deductible Waived**
Professional Provider charges and related lab charges (see section 8.6.3 for Limitations.)

i. **Maternity**
Medically Necessary services and supplies (see section 8.7.3).

j. **Professional Providers**
Medically Necessary services of a Professional Provider who meets the definitions in the Plan (see section 8.6).

k. **Residential Mental Health & Chemical Dependency Treatment Program**
All-inclusive per diem charge for room, (if overnight program), and treatment services by a treatment program that meets the definitions in the Plan (see section 8.5.5).

l. **Routine Physicals - Deductible Waived**
Routine physical examinations, related x-ray and lab, and immunization charges for Members (see section 8.6.20 for Limitations.)

m. **Skilled Nursing Facility**
Daily room allowance, but not more than the semi-private room rate nor more than 100 days per Plan Year, plus other Medically Necessary services (see section 8.6.3).

n. **Special Facility**
Procedure room plus other Medically Necessary services and supplies (see section 8.2).

o. **Supplies and Appliances**
Medically Necessary items which relate directly to the treatment of a Medical Condition (see section 8.7.5).

p. **Well Baby Care - Deductible Waived**
Professional Provider charges for routine examinations of an Enrolled child (see section 8.6.26 for Limitations.)

INTERGOVERNMENTAL AGREEMENT

Contract Number 0607002

This is an Agreement between the City of Maywood Park (City) and Multnomah County (County).

PURPOSE:

The purpose of this agreement is for the Multnomah County Sheriff's Office (MCSO) to provide enforcement patrols within the city limits of Maywood Park.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2006 to June 30, 2007. This agreement may be renewed for four (4) additional one (1) year terms.

2. **RESPONSIBILITIES OF CITY.**

a) The CITY agrees that all matters incident to the performance of the services provided hereunder, including standards of performance, and supervision and discipline of assigned personnel, shall be and remain the responsibility of the MCSO. The CITY further agrees that the assigned personnel provide hereunder by MCSO shall be and remain employees of the COUNTY. The assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of the MCSO.

b) The CITY shall designate in writing a representative who shall be authorized to request special emergency patrols or responses from the MCSO.

c) The CITY shall pay MCSO $27,252.16 for 416 hours of patrol services as provided in Section 3 for the term of this Agreement.

d) Payment for services is to be made on a semi-annual basis. MCSO will bill the CITY on December 1 of each year, with payment due by December 31; and on June 1 of each year, with payment due June 30. Payments will be mailed to:

ATTN: Fiscal Unit
Multnomah County Sheriff's Office
501 SE Hawthorne, Suite 350
Portland, OR 97214

e) Scheduling, payment of salary, benefits, and all other employee rights shall be in compliance with the negotiated contract between the Multnomah County Deputy Sheriff's Association and Multnomah County.

3. **RESPONSIBILITIES OF COUNTY.**

a) COUNTY agrees to provide police service within the corporate limits of the CITY. The police services shall include the duties and enforcement functions customarily rendered by the MCSO under the statutes of the State of Oregon and the CITY. These services shall include response to emergency situations where life and property are in danger, criminal

law enforcement, traffic enforcement, and similar law enforcement activities within the legal authority of the MCSO to provide. The MCSO and CITY agree to meet and discuss which CITY ordinances the MCSO will enforce. The parties agree that ORS 206.345(2), which provides, "During the existence of the contract, the Sheriff and the deputies of the Sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and both parties shall perform accordingly.

b) All personnel provided by the MCSO in the performance of this contract shall be MCSO officers and employees. The CITY shall have no liability for any salaries, wages, workmen's compensation, or incidental personal expenses to any MCSO officers and employees engaged in such performance.

c) MCSO agrees to provide all necessary labor, supervision, equipment, communication facilities, and supplies necessary to provide the services described herein.

d) MCSO shall make available for the performance of the services described herein properly supervised deputy sheriffs, certified as police officers by the Oregon Board on Police Standards and Training. The MCSO shall assign armed, uniformed deputy sheriffs to the CITY consistent with the MCSO'S scheduling and districting for other areas of Multnomah County. Subject to the MCSO's scheduling needs, the MCSO agrees to assign the same deputy sheriffs to patrol the CITY, to ensure that the CITY receives consistent service.

e) The MCSO agrees to provide patrols, and will respond to calls for service seven days per week, within the CITY limits. The total patrol time, including response to calls for service, in a given week shall be eight hours. The hours per week can be adjusted up or down by two (2) hours by the CITY. The parties agree that a portion of the aggregate weekly total hours will be devoted to traffic enforcement, including the use of radar and other traditional traffic enforcement methods, on the main state, county and city streets within the CITY. The parties agree that the CITY may identify special traffic problems for targeted traffic enforcement within the CITY.

f) MCSO agrees to provide follow up investigation of reported criminal activities at a level not less than the follow up investigation level provided to the unincorporated areas of Multnomah County.

g) MCSO shall designate a representative of the Sheriff's Office to address special requests from the CITY. The name of such representative will be provided to the Mayor of Maywood Park.

h) MCSO agrees that non criminal records generated under this contract shall be made available to the CITY to audit and examine. The CITY agrees that any audit shall be arranged by contacting the Sheriff or his representative at least 10 working days prior to the commencement of the audit and shall be conducted at any time during normal working hours.

i) MCSO shall provide to CITY a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement and other activities related to community policing. The report will continue to document and report numbers of incidents to which MCSO responded and the amount of time spent on incidents, neighborhood patrol and investigations.

j) MCSO shall provide to CITY a copy of an enforcement report whose form, content and duration shall be mutually determined and delivered to the "Liaison to Law Enforcement" 9819 NE Skidmore, Maywood Park, OR 97220.

k) MCSO will provide an officer at the regular monthly City Council meetings to orally inform the Council of service demands and any identified areas of concern.

l.) MCSO will inform the CITY by February 15 of each year of the cost to renew the agreement for the next fiscal year.

4. **TERMINATION** This agreement may be terminated by either party upon 90 day's written notice.

5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.

6. **INSURANCE** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. **ADHERENCE TO LAW** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

12. **CONTRACT ADMINISTRATION:**
    a. The Sheriff or his designated representative will represent the MCSO in all matters pertaining to this Agreement.
    b. The City will designate a person as "Liaison to Law Enforcement" from the Mayor's Office to represent the City.

c. Any notice or notices provided for by this Agreement or by law to be given or served upon the MCSO shall be given or served by letter deposited in the United States mail, postage prepaid, and addressed:

Chief Deputy Timothy Moore
Multnomah County Sheriff's Office
501 SE Hawthorne Blvd., Suite 350
Portland, Oregon 97214

d. Any notice or notices provided for by this agreement or by law to be given or served upon City may be given or served by letter deposited in United States mail, postage prepaid and addressed:

City of Maywood Park
10100 NE Prescott
#147
Maywood Park OR 97220

MULTNOMAH COUNTY, OREGON:

County Chair or Designee

Date: 7/13/06

Approved: Bernie Giusto by pm
Department Director or Designee

Date: 06-23-06

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: JDW 6.22.06
Assistant County Attorney Date

CITY OF MAYWOOD PARK:

Signature: Mark Hardie

Name: MARK HARDIE
Please Print

Title: MAYOR

Date: Aug 1, 2006

Approved as to form:

By: _____
Date

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 7.13.06
DEBORAH L. BOGSTAD, BOARD CLERK

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT

(Amendment 8 to change Contract provisions during contract term.)

Contract Number 0607002

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2006 between Multnomah County, Oregon, hereinafter referred to as County, and the City of Maywood Park, hereinafter referred to as City.

The parties agree:

1. The following changes are made to Contract No. 0607002:

   From Section 2, RESPONSIBILITIES OF CITY. Subsection C shall be changed to read:

   The CITY shall pay MCSO $33,852.00 for 416 hours of patrol services as provided in Section 3 for the period of July 1, 2014 until June 30, 2015.

2. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: _____

Date: 8/13/14

Sheriff: _____

Date: 7-23-14

CITY OF MAYWOOD PARK:

Signature: _____

Print Name: MARK HARDIE

Title: MAYOR

Date: 7/21/14

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney _____

Date: _____

Approved as to form
by: _____

Date: _____

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Attachment 7
Work Session Follow up Memo of 03/12/2015

CONTRACT # 0709008

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between the Multnomah County (COUNTY), and the City of Wood Village (CITY), a municipal corporation in the State of Oregon.

PURPOSE:

The purpose of this agreement is for the Multnomah County Sheriff's Office (MCSO) to provide police services within the corporate limits of the CITY.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from July 1, 2008 to June 30, 2018, with annual amendment to Section 2.C) for compensation.

2. **CITY RESPONSIBILITIES**

   A.) The CITY agrees to perform contractual agreements and pay costs for police dispatch and emergency and non-emergency call taking for the CITY, provided by the Bureau of Emergency Communications (BOEC), City of Portland.

   B.) The CITY agrees that all matters incident to the performance of the services described herein, including standards of performance and supervision and discipline of assigned personnel, shall be and remain the responsibility of the MCSO. The CITY further agrees that the assigned personnel provided hereunder by MCSO shall be and remain employees of the COUNTY. The assigned personnel shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of the MCSO. Scheduling, payment of salary, benefits and all other employee rights shall be in compliance with the negotiated contract between the Multnomah County Deputy Sheriff's Association and the MCSO.

   C.) Upon receipt of quarterly billing, CITY agrees to compensate the MCSO for partial costs of delivering the above stated law enforcement services. The remittance for the initial term of this contract shall be $336,762.00 for three point zero (3.0) FTE Deputy Sheriffs.

   Billing schedule will be as follows:

October 1st for	-	July, August, September
January 1st for	-	October, November, December
April 1st for	-	January, February, March
July1st for	-	April, May, June

   D.) Payment is to be made on a quarterly basis and mailed to:
   Multnomah County Sheriff's Office
   ATTN: Accounts Receivable / Sharon Lowell
   501 S.E. Hawthorne, Suite 350
   Portland, OR 97214

E.) CITY will notify MCSO in writing no later than ninety (90) days prior to July 1st of any year of the City's intent to consider termination or non-renewal of the contract, and the CITY will notify MCSO in writing no later than thirty (30) days prior to July 1st of the same year of any final decision to terminate or non-renew the contract.

3. COUNTY RESPONSIBILITIES

A.) The MCSO agrees to provide police service within the corporate limits of the CITY. The police services shall include the duties and law enforcement functions customarily rendered by the MCSO under the statutes of the State of Oregon and the CITY. These services shall include response to emergency situations where life and property are in danger, criminal law enforcement, neighborhood patrol, traffic enforcement, enforcement of City ordinances, and similar law enforcement activities within the legal authority of the MCSO to provide, including follow-up investigation of reported criminal activities. The MCSO shall assign armed uniformed deputy sheriffs to the CITY to perform police patrol functions.

B.) MCSO agrees that ORS 206.345(2), which states, "During the existence of the contract, the Sheriff shall exercise such authority as may be vested in them by terms of the contract, including full power and authority to arrest for violation of all duly enacted ordinances of the contracting city," shall prevail and shall perform accordingly. Pursuant to ORS 190.010, the Sheriff shall also have the authority to enforce civil infractions pursuant to the CITY's Municipal Code.

C.) The MCSO will provide all law enforcement services at a level consistent with the provisions of the contract.

D.) MCSO will consult with the CITY prior to assigning or reassigning deputies to perform the services in fulfillment of this contract (names of deputies and phone numbers to be provided to the City Administrator) and shall investigate and respond to any concerns expressed by the CITY regarding deputy performance.

E.) With the exception noted in F below, the MCSO agrees to provide all necessary labor, supervision, equipment, communication facilities, supplies and administrative support services – including police records functions, necessary to provide the services herein. The MCSO will perform the law enforcement services with deputy sheriffs certified as police officers by the Oregon Department of Public Safety Standards and Training (DPSST)

F.) Neither the MCSO nor the COUNTY is responsible for the contractual agreements or costs for police dispatch and emergency and non-emergency calls taken for the CITY, provided by the Bureau of Emergency Communications (BOEC), City of Portland.

G.) The MCSO shall provide to the CITY a monthly report that includes summary reports on criminal occurrences, a synopsis of enforcement and other activities related to community policing. The report will continue to document and report numbers of incidents to which MCSO responded and the amount of time spent on incidents, neighborhood patrol and investigations.

H.) MCSO will provided an officer at the regular monthly City Council meetings to orally inform the Council of service demands and any identified areas of concern.

I.) MCSO will inform the CITY administrator by January 31st of each year of the annual amendment to Section 2.C) for compensation for the following fiscal year. MCSO will provide the CITY two years advance notice of intent not to renew the contract.

4. **FUNDS AVAILABLE** In the event that funds cease to be available to County in the amounts anticipated for this agreement, County may terminate or reduce the scope of services to be provided and reduce funding accordingly. In the event that the funds cease to be available to CITY in the amounts anticipated for this agreement, CITY may terminate or reduce the scope of the services to be provided and reduce funding accordingly.

5. **INDEMNIFICATION** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 City shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in the performance of this agreement.

6. **INSURANCE** County and City shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.

7. **ADHERENCE TO LAW** County and City shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION** County and City shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

9. **ACCESS TO RECORDS** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit.

10. **SUBCONTRACTS AND ASSIGNMENT** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.

11. **THIS IS THE ENTIRE AGREEMENT** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives on the dates indicated under their signature on this page.

MULTNOMAH COUNTY, OREGON:

Ted Wheeler

Ted Wheeler, County Chair

Date: 03-20-08

Approved: Sheriff Bernie Giusto by pm
Department Director or Designee

Date: 03-07-08

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: J. A. W. 3-4-08
Assistant County Attorney Date

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 03-20-08
DEBORAH L. BOGSTAD, BOARD CLERK

CITY OF WOOD VILLAGE:

By: _____
David Fuller, Mayor

Date: April 8, 2008

By: Sheila M. Ritz
Sheila M. Ritz, City Administrator

Date: April 8, 2008

Approved as to form:

By: _____ 3/6/08
City Attorney Date

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT

(Amendment 5 to change Contract provisions during contract term.)

Contract Number 0709008

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2008 between Multnomah County, Oregon, hereinafter referred to as County, and the City of Wood Village, hereinafter referred to as City.

The parties agree:

1. The following changes are made to Contract No.0709008, Section 2.C:

   C.) Upon receipt of quarterly billing, CITY agrees to compensate the MCSO for partial costs of delivering the above stated law enforcement services. The remittance for the period of July 1, 2013 until June 30, 2014 of this contract shall be $382,820.00 for three point zero (3.0) FTE Deputy Sheriffs.

   Billing schedule will be as follows:

October 1st for	-	July, August, September
January 1st for	-	October, November, December
April 1st for	-	January, February, March
July 1st for	-	April, May, June

2. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

Sheriff: ~~County Chair or Designee~~:

Date: June 18, 2013

~~Sheriff~~: chair:

Date: 7/10/13

REVIEWED:

JENNY M. ~~MORF~~ MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney

Date: 7/3/13

CITY OF WOOD VILLAGE:

Signature:

Print Name: Patricia A. Smith

Title: Mayor

Date: June, 11, 2013

Approved as to form by:

Date: 6/11/2013

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT

(Amendment 6 to change Contract provisions during contract term.)

Contract Number 0709008

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2008 between Multnomah County, Oregon, hereinafter referred to as County, and the City of Wood Village, hereinafter referred to as City.

The parties agree:

1. The following changes are made to Contract No.0709008, Section 2.C:

   C.) Upon receipt of quarterly billing, CITY agrees to compensate the MCSO for partial costs of delivering the above stated law enforcement services. The remittance for the period of July 1, 2014 until June 30, 2015 of this contract shall be $390,476.00 for three point zero (3.0) FTE Deputy Sheriffs.

   Billing schedule will be as follows:

October 1st for	-	July, August, September
January 1st for	-	October, November, December
April 1st for	-	January, February, March
July 1st for	-	April, May, June

2. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: _____

Date: _____

Sheriff: Dan Staton

Date: May 5, 2013

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By
Assistant County Attorney _____

Date: _____

CITY OF WOOD VILLAGE:

Signature: _____

Print Name: Patricia A. Smith

Title: Mayor

Date: 4-23-14.

Approved as to form by: _____

Date: 4/22/2014

Attachment 8
Work Session Follow up Memo of 03/12/2015

Meeting Overview:

- Brief Background
- IGA Review
- Financial Review
- Questions & Discussion

Background:

- Chief – Sheriff Proposal Idea
- Work group development
- Council Work Sessions – April & May 2014
- Council Resolution #2247 Approving Concept & Authorizing IGA Negotiation

Background: Public Meetings

- April 1, 2014 – Work Session
- May 6, 2014 – Work Session
- May 13, 2014 – Council Meeting
- March 3, 2015 – Work Session
- March 24, 2015 – Council Meeting

Chief – Sheriff Proposal Criteria:

- Significant financial benefit
- Enhanced police services
- Community and employee support
- Support City Council and MCSO goals
- Troutdale maintains identity & significant local control

Sheriff's Office & Troutdale Police

Win – Win – Win

Win for the City & taxpayers

Win for the Officers

Win for the Sheriff

Win for the City & taxpayers

- Significant financial benefit
- Enhanced police services
- Council Goals

City Council *Goals*

The proposed IGA supports:

- Improve and support livability in Troutdale
- Fiscal prioritization and budget accountability
- Improve employee morale
- Promote pooling of resources

Sheriff's Office & Troutdale Police

Win for the **Officers**

- Larger organization with expanded career opportunities
- Variety of future assignment rotations, expanded training and compensation increases

Sheriff's Office & Troutdale Police

Win for the **Sheriff**

- Opportunity to reposition both operational and administrative centers into East County to focus of services
- Enhancing MCSO through the addition of quality law enforcement personnel
- Cost savings through eliminating duplication, and efficiency from location and facility changes

Council Resolution #2247

- Approved Concept & Authorized IGA Negotiation
- Found that contracting for law enforcement service would be in the best interest of the City, as it would:
  - provide significant cost savings for the City; and
  - provide the same or enhanced service levels

Negotiation of the IGA

- Negotiations involved several other County departments with the MCSO *(Chair's Office, Budget, Admin, Legal, Facilities, Fleet, Risk Management, HR and Labor Relations)*
- The concept assumptions were refined and costs quantified.

IGA Principles

- provide reasonable and predictable, cost efficient, high-quality, appropriate law enforcement services while avoiding County subsidy of City services.
  - "cost neutral"

IGA Principles

- economies of scale, increased depth of trained personnel, patrol hub geographic relocation, case consolidation, reduction in supervisory duplication, and other cost efficiencies, cannot be precisely quantified in advance and will result to the benefit of both parties only after implementation and practical experience.

IGA Principles

- The City will receive a high level of local service responsiveness which will provide for the safety and welfare of City residents and visitors.
- The City, with corresponding changes in annual costs, will have the flexibility to determine the level of services and to identify service priorities.

IGA Principles

- Retain Home Rule, maintain municipal court, and local control of Code Enforcement priorities
- As most "law enforcement" is State Law based (criminal activity)
- Even after transition period many officers may remain in our districts

IGA Principles

- Limit on Annual Cost Escalator.
- The maximum annual percent cost increase shall be COLA percent increase provided to the Multnomah County Deputy Sheriff's Association membership

IGA for Law Enforcement Services

a widely used nationwide approach for saving taxpayers' dollars

Of a 193 Oregon cities, 55 use the County Sheriff's Office for police services, or 28.5% with a total population of 143,865 served

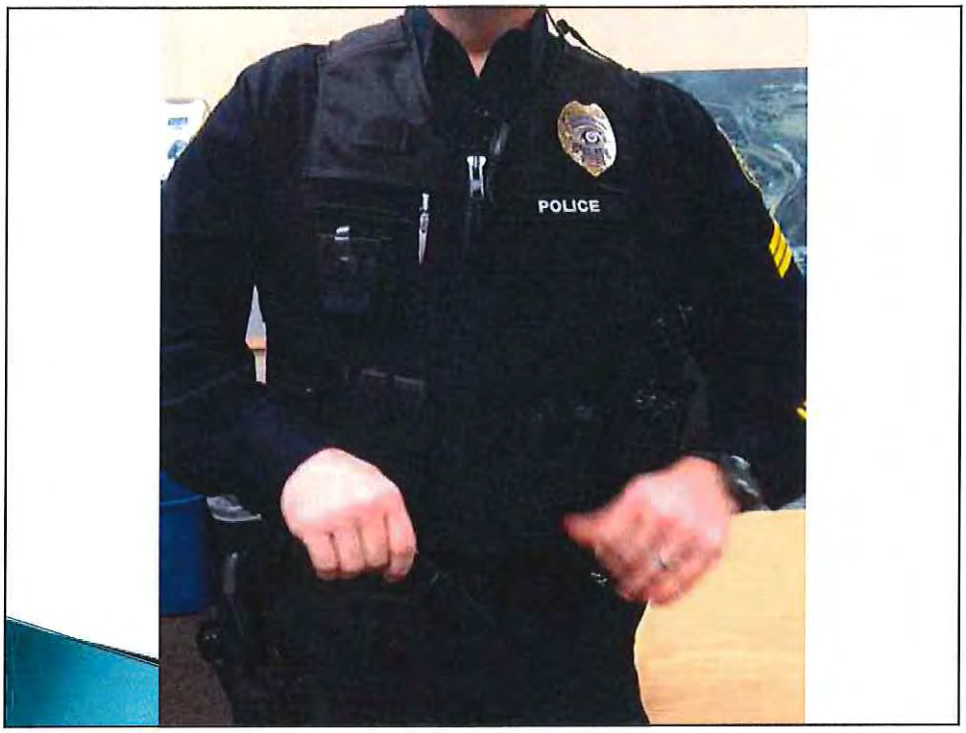
Ten largest Oregon cities using County Sheriff for Police Services:

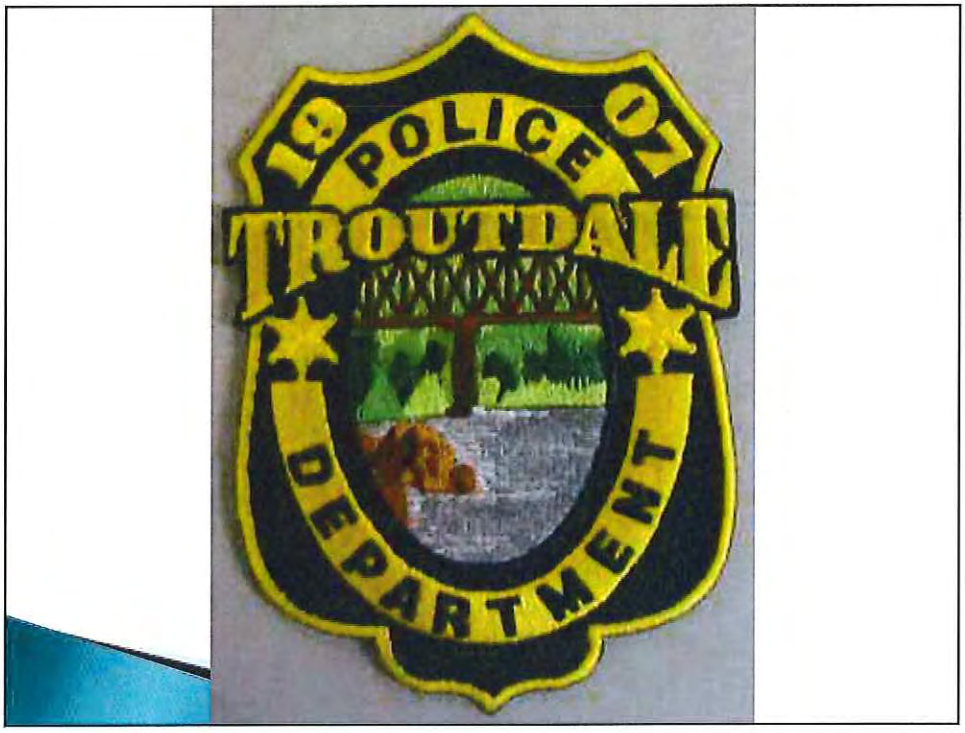
	Incorporated City/Town	Pop. 2011
1	Wilsonville	19,863
2	Happy Valley	14,330
3	Damascus	10,472
4	Sheridan	6,125
5	Creswell	5,010
6	Veneta	4,610
7	Wood Village	3,885
8	Coquille	3,865
9	Lafayette	3,749
10	Harrisburg	3,585

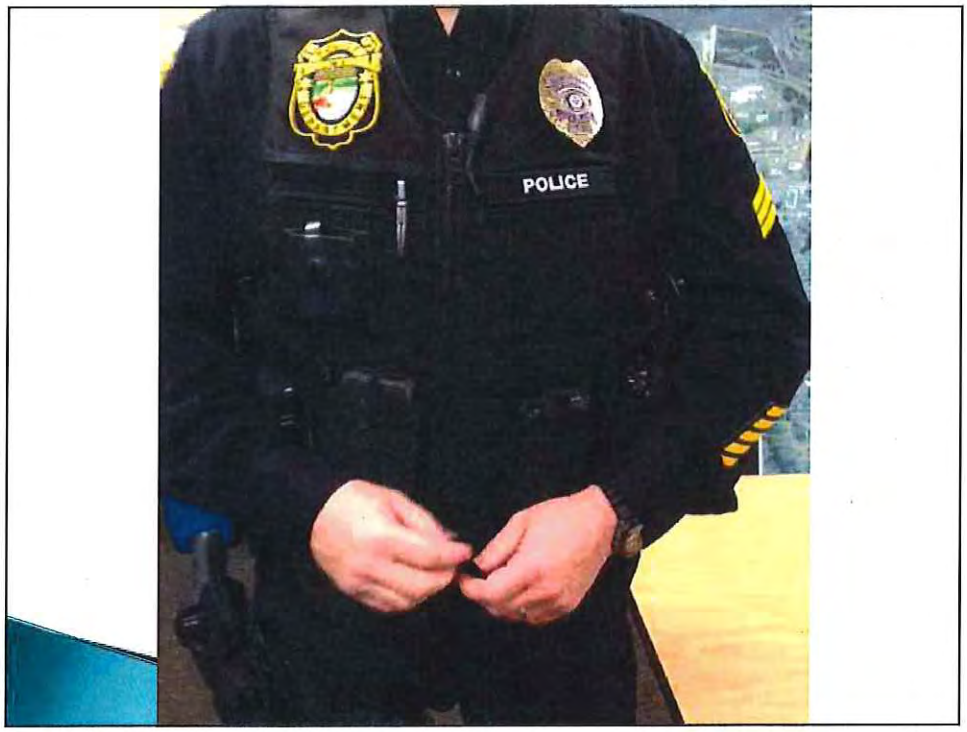
IGA Principles

Branding / City Identity

- The IGA provides for uniforms and police vehicles to be branded as City of Troutdale to provide for continued local identity.


POLICE

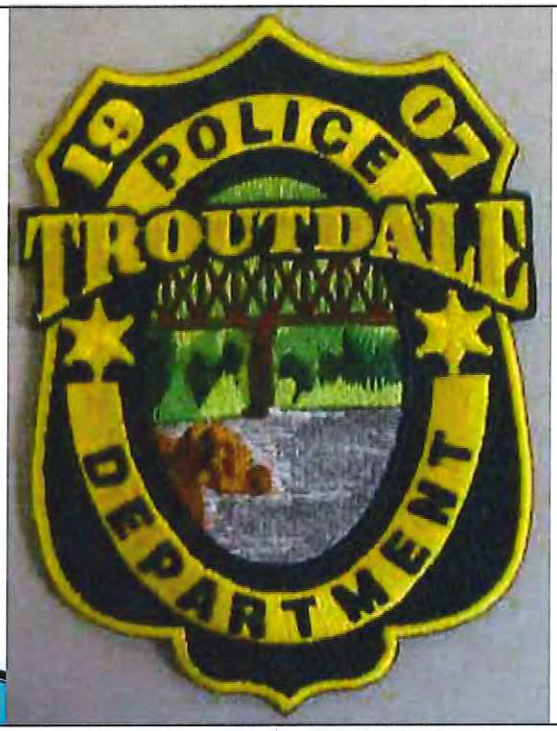

POLICE
TROUTDALE
DEPARTMENT


POLICE

SPAZIANO

LAZURE
SHERIFF

SHERIFF
TORRES



Financial Review

- Budget

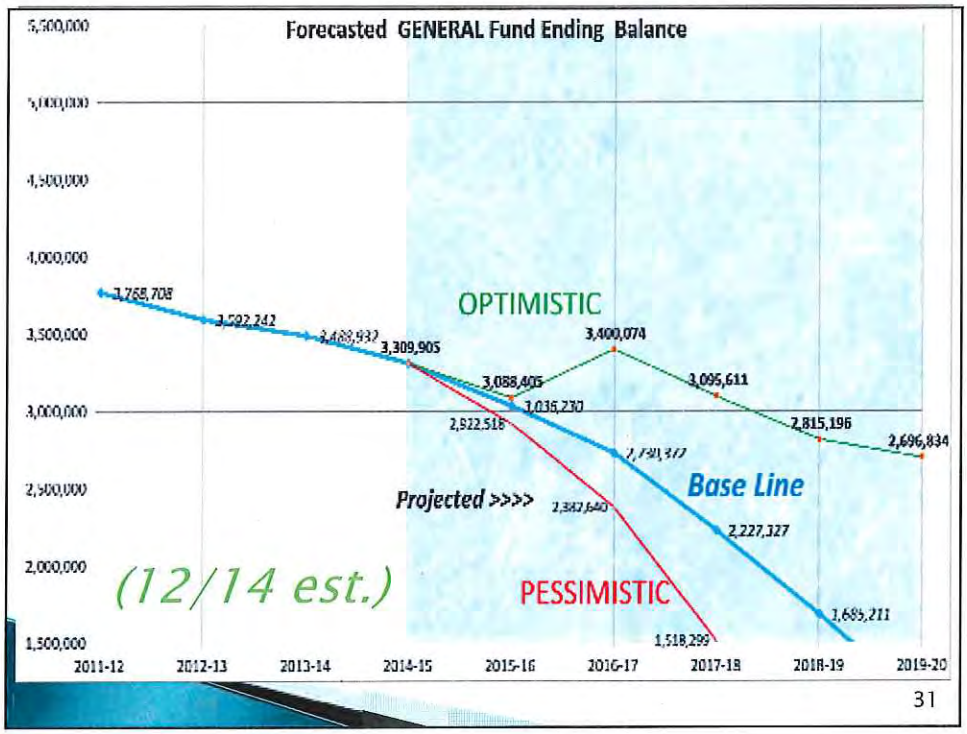
Why is the City considering contracting for law enforcement services from the MCSO?

- Significant budget constraints
- The City is unable to fund Police operations beyond the current minimal level.
- The City is faced with increasing costs and constrained revenue growth, and has been operating at a deficit for the past several years, spending down reserves.
- There are simply insufficient resources to fund existing City services and the increased costs for Police, Fire, PERS, and health care, without significant employee layoffs.

FUND BALANCE 2014-15

7/1/2014 BEGINNING FUND BALANCE	$	3,488,932
Budgeted EXPENDITURES:		10,436,043
Budgeted REVENUES		9,507,020
Preliminary Net:		(929,023)
Adjustments		
CONTINGENCY		750,000
UNAPPROPRIATED		2,266,144
Budgeted YEAR NET:		(179,023)
ESTIMATED ENDING FUND BALANCE	$	3,309,909

30



Financial Review FY 2015-16

Budget Big Picture:

Troutdale Police Costs:	$4.5M
Cost with **MCSO Contract:**	$3.4M
Estimated Net **City** Savings:	$1.1M

Financial Review FY 2015-16

Troutdale Police Costs: $4.5M

Base for comparison, the estimated FY 2015-16 Costs based on labor negotiations for existing staffing levels:

$3,817,738	for Personnel Services,
$985,332	of Materials and Services, and
$155,055	for Capital Outlay,
$4,958,125	Total Expenditures - *preliminary cost*

-$476,442 Reduction for cost recoveries from SRO, EMGET, Tri-Met, etc...

$4,481,683 as the net "City Cost" to the General Fund

Financial Review FY 2015-16

City Cost with MCSO Contract Option $3.4M

$ 2,826,656	MCSO Services Contract Fee
$540,000	***PLUS*** "City Retained Costs"
$3,366,656	City "base annual cost" under the MCSO contract option.

Excluding the first year implementation transition costs, the annual ongoing operations is approximately $1.1 million ***(estimated)*** less costly under the MCSO Contract option.

Financial Review FY 2015-16

MCSO Contract Only **$2.8M**

Personnel

Captain, Sergeants, Deputies/Detectives, Admin Staff Assistant, Records Technician
Beach Patrol 25% of 2 SRO's, & Overtime

Personnel Costs Subtotal: 2,314,603

Materials & Services

Operating Supplies Equipment Maintenance, HR/Payroll, Insurance, Risk Management, Admin

Materials & Services Costs Subtotal: 438,063

Capital Outlay

Vehicles, MTD's, radios

Capital Outlay Costs Subtotal: 73,990

Total Contract Cost: $ 2,826,656

Financial Review FY 2015-16

City Retained Costs:

$450,000 BOEC dispatch charges
$37,000 Code Enforcement Officer - personnel & materials
$12,000 equipment lease & maintenance fees
$31,000 Arbitrator video system final lease payment & maintenance
$10,000 AMR Summer beach coverage program
$540,000 "City Retained Costs"

First Year ONLY implementation transition items

$493,000	***Estimated*** Transferred employee leave bank payout ORS 236
-$160,000	Credit for transferred fleet vehicles
$3,699,659	1st Year City Cost with MCSO Contract

Including the first year implementation transition costs, $782,000 ***(estimated)*** less costly under the MCSO Contract option

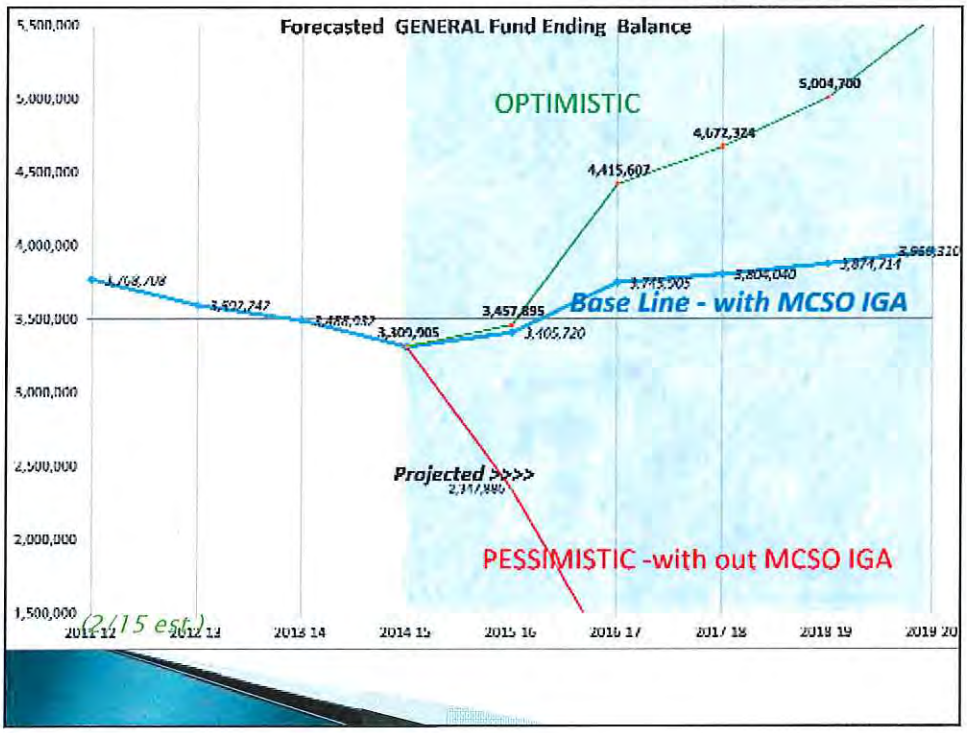
Financial Review – *Future Years*

The "annual" contract cost *will increase!*

$ 2,826,656 MCSO Services Contract Fee for FY 2015-16 will increase each year by the COLA % of the MCDSA union contract. (Just as they would for the TPOA)

The ***City Retained Costs*** will also increase, biggest driver will be the BOEC charges!

The "relative" savings would continue of approximately $1.1 million ***(estimated)***



	BASE pay only			
Police Officer	2% COLA est for 7/1/2015			
Agency	steps	Estimated 7/1/2015 top step hrly	Annual	% of current TPOA
Portland	7	38.8212	$ 80,748	128%
Gresham	7	35.7785	$ 74,419	118%
CCSO	6	35.2981	$ 73,420	117%
Canby	5	34.7729	$ 72,328	115%
Forest Grove	6	34.5015	$ 71,763	114%
MCSO	6	34.4849	$ 71,729	114%
Milwaukie	6	34.1190	$ 70,968	113%
Sherwood	6	33.1194	$ 68,888	110%
Gladstone	5	30.8476	$ 64,163	102%
Troutdale -current	5	30.2175	$ 62,852	100%
St. Helens	6	29.7000	$ 61,776	98%

Estimated wage based on Union contracts and negotiations

Comparable *Value ?*
Closer to apples-to-apples

MCSO Contract by comparison provides the important 24/7 law enforcement patrol supervision by a Sergeant.

The City has not been able to fund 24/7 supervision, which would require adding 2 Sergeants and 1 Officer.

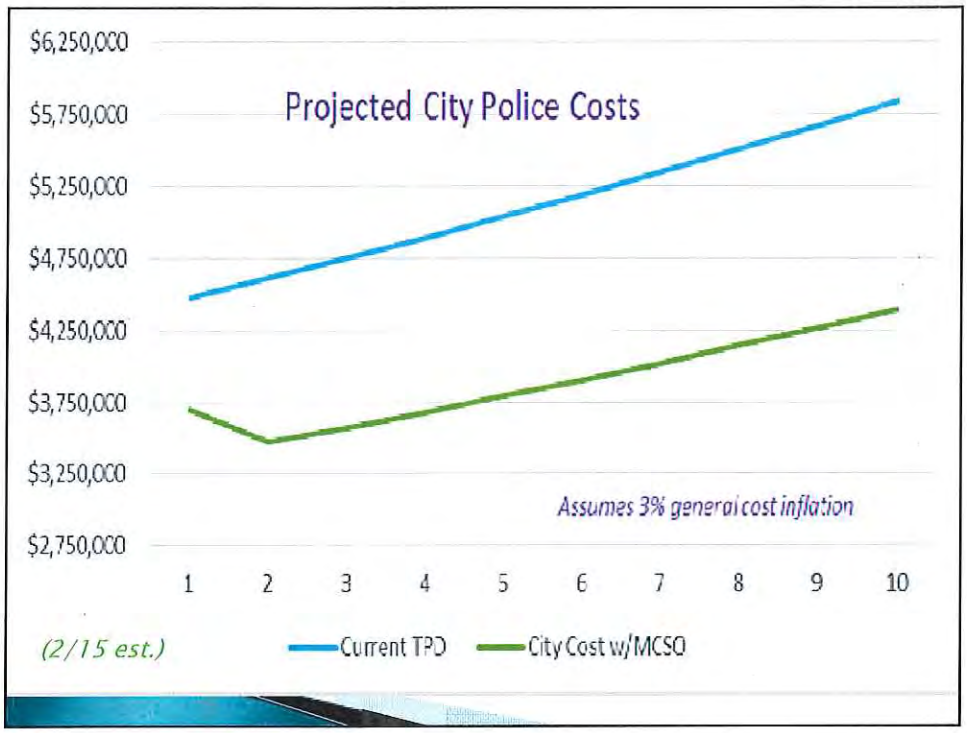
In the coming fiscal year an estimated additional $307,000 would be necessary for the City to achieve 24/7 supervision operating on its own.

Making the apples-to-apples comparison of $3.4 million under the MCSO Services Contract to $4.8 million cost for City on its own.

Financial Review & Contract

Budget Big Picture:

What about savings *after* the first year...?


Projected City Police Costs
$6,250,000
$5,750,000
$5,250,000
$4,750,000
$4,250,000
$3,750,000
$3,250,000
$2,750,000
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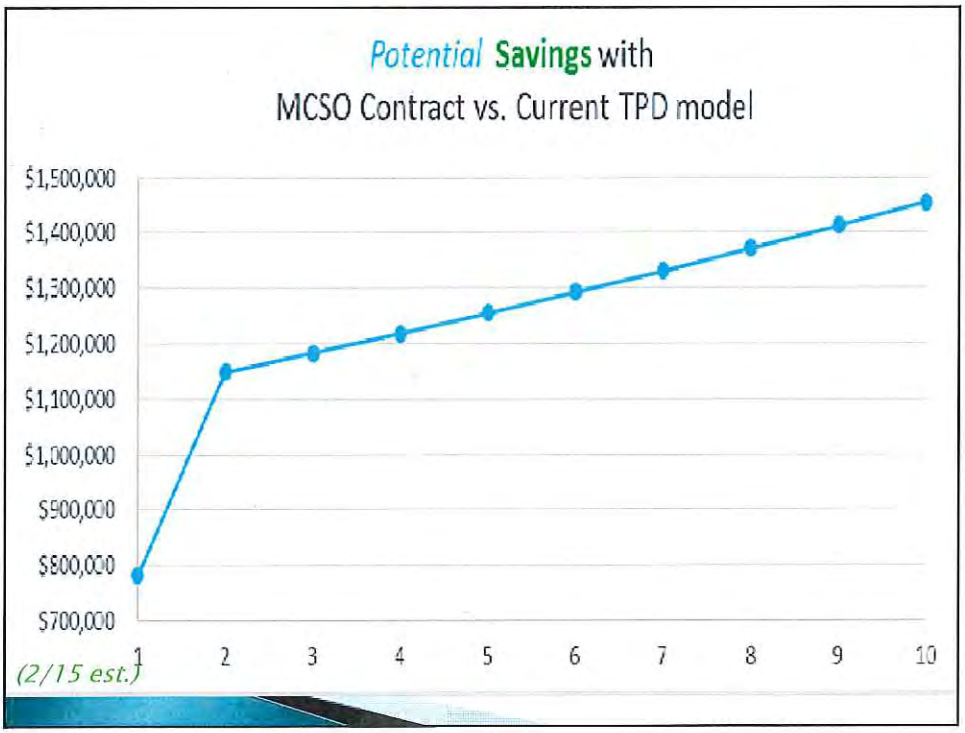
Assumes 3% general cost inflation
(2/15 est.)
Current TPD
City Cost w/MCSO


Potential Savings with
MCSO Contract vs. Current TPD model
$1,500,000
$1,400,000
$1,300,000
$1,200,000
$1,100,000
$1,000,000
$900,000
$800,000
$700,000
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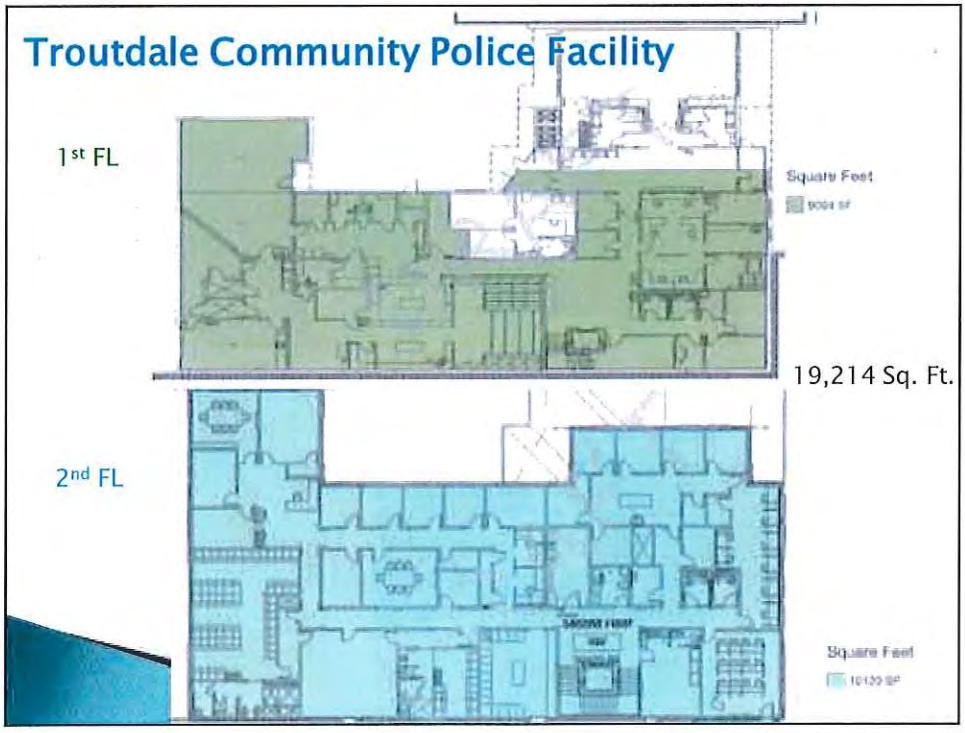
(2/15 est.)

What about the Building ?

Troutdale Community Police Facility



What about the Building ?

- Use: Multnomah County Sheriff Patrol Division Operations Center
- Term: Ten years, commencing July 1, 2015, concurrent with the IGA term.
- Lease Type: Modified Full Service, property tax exempt, and utility allocation reimbursement.
- Floor Space: 19,214 square feet
- Proportionate Shares: 72.5% MCSO, 27.5% City
- Initial Base Monthly Rent: in negotiation: $17,412.69/mo
  $208,952.25/Yr.
- Base Rent Adjustment: inflation index to be determined.

Summary

Sheriff's Office & Troutdale Police

Win – Win – Win

Win for the City & taxpayers

Win for the Officers

Win for the Sheriff

City Council *Goals*

The proposed IGA supports:

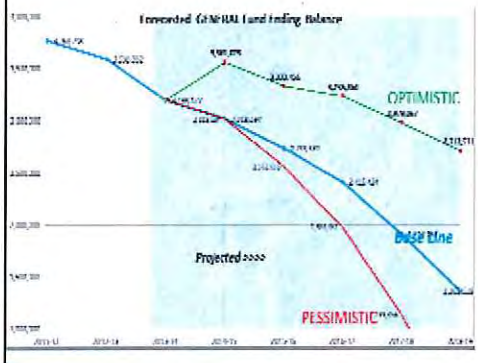
- Improve and support livability in Troutdale
- Fiscal prioritization and budget accountability
- Improve employee morale
- Promote pooling of resources

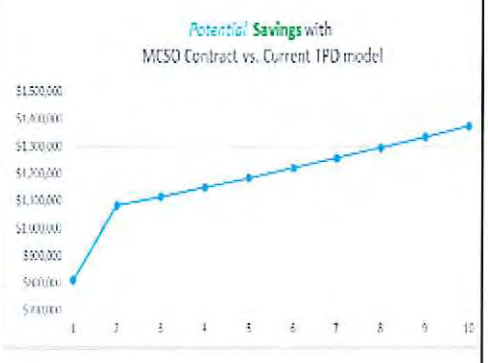
Sheriff's Office & Troutdale Police

This is a limited window of time opportunity…!

Financial Direction…?

Current **Proposed**





Questions ...???
&
Discussion

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RESOLUTION NO.

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY FOR LAW ENFORCEMENT SERVICES PROVIDED THROUGH THE MULTNOMAH COUNTY SHERIFF'S OFFICE.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. On May 13, 2014 the City Council unanimously adopted Resolution No. 2247 Approving the Proposed Concept for Contracted Law Enforcement Services from the Multnomah County Sheriff (MCSO), and Authorized Negotiation of an Intergovernmental Agreement (IGA).

2. There exists a long and successful history of cities, both nationwide and in Oregon, of contracting with their County Sheriff to provide law enforcement services.

3. That through the IGA the MCSO shall provide contracted law enforcement services to the City at the same or enhanced service levels, and at a substantially lower cost to the taxpayers, while maintaining City identity and significant local control.

4. That the IGA for contracted law enforcement services is in the best interest of the City, and will provide significant cost savings for the City.

5. That the IGA for contracted law enforcement services will offer expanded and enhanced career opportunities for current City Police Officers and civilian staff.

6. That the IGA is a mutually beneficial contract arrangement reached through the cooperation and agreement of the City Council, labor unions, County Commission and MCSO, and that each party has expressed support for the law enforcement services IGA.

7. That an IGA pursuant to the authority found in ORS 190.010, et seq and ORS 206.345 addressing all the parties needs and obligations, and transition issues, has been successfully negotiated.

8. The Parties recognize the economies of scale and efficiency from an integrated law enforcement operation delivered through the MCSO, and that time is of the essence for both the MCSO budget efficiency benefits to be realized, and for the substantial cost savings for the City to begin.

9. The law enforcement services IGA supports the City Council goals to improve and support livability in Troutdale, to promote fiscal solvency and improve fiscal prioritization and budget accountability, and to improve employee morale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

Section 1. That the City enter into, and authorize the Mayor to sign, the IGA with Multnomah County, for Law Enforcement Services Provided through the Multnomah County Sheriff's Office.

Section 2. Designates the City Manager, Craig Ward, or Finance Director, Erich Mueller (each a "City Official"), or a designee of the City Official, to act on behalf of the City, and without further action by the City Council the City Official is hereby authorized, empowered and directed to sign the IGA on behalf of the City, and any and all other required and necessary documents to implement the intent of the agreement.

Section 3. The City Official is hereby authorized to execute, acknowledge and deliver the IGA in substantial conformity with Exhibit A of the Staff Report, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms and intent of the resolution, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 4. Further, consistent with intent of the IGA, and in the best interest of the City, the City Official is authorized to determine, execute, acknowledge and deliver any subsequent addendums, appendices, vehicle titles, extensions, revisions, modifications, or successor documents of the IGA, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the IGA obligations, and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 6. This Resolution shall be effective upon adoption.

YEAS:
NAYS:
ABSTAINED:

_____
Doug Daoust, Mayor

_____
Date

_____
Debbie Stickney, City Recorder
Adopted:

AGENDA ITEM #6

CITY OF TROUTDALE

STAFF REPORT

SUBJECT / ISSUE: A Resolution Authorizing a Real Property Lease of the Troutdale Community Police Facility to Multnomah County.

MEETING TYPE: City Council Regular Mtg.	**MEETING DATE:** March 24, 2015 **STAFF MEMBER:** Erich Mueller **DEPARTMENT:** Finance
ACTION REQUIRED Resolution **PUBLIC HEARING** No	**ADVISORY COMMITTEE/COMMISSION RECOMMENDATION:** Approval recommended by the Public Safety Advisory Committee.

STAFF RECOMMENDATION: Approve the resolution for the lease of the Troutdale Community Police Facility to the MCSO.

EXHIBITS: A: Real Property Lease Agreement
B: Summary of Lease Terms

Subject / Issue Relates To:

☒ Council Goals ☐ Legislative ☒ Other

Issue / Council Decision & Discussion Points:

- City choosing to contract for improved public safety services through an IGA with the MCSO.
- The IGA provides for the MCSO to relocate their Patrol Division to operate from the Troutdale Community Police Facility (Facility).

Reviewed and Approved by City Manager:

- Significant cost savings by repositioning operational patrol center location into the East County physical service delivery areas.

- Progress in supporting Council goals to improve and support livability in Troutdale, to promote fiscal solvency, improve fiscal prioritization, enhance budget accountability, and improve employee morale.

BACKGROUND:

After more than a year of preparation and five public meetings, the City Council considered as the previous agenda item tonight, the Intergovernmental Agreement (IGA) with Multnomah County for Law Enforcement Services Provided through the Multnomah County Sheriff's Office (MCSO).

Troutdale Community Police Facility

The Facility is necessary for the delivery of law enforcement services to our community. The Facility is a long term capital asset of the City for which the voters provided long term financing. The Facility is an important part of the changed circumstances which makes the IGA services more cost effective by enabling the Sheriff to shift his patrol hub into East County and realize cost saving operational efficiencies by being closer to service delivery areas.

The IGA provides for the MCSO to relocate their Patrol Division to operate from the Facility, and to lease the Facility from the City.

The Facility will remain a City owned asset as it houses the City Attorney/Legal Department offices, the main server network and telecommunication data center for the City, and the community room. Should the law enforcement services contract end at some point in the future, the City would still have the Facility to operate its own Police Department again.

The IGA and Lease Agreement are mutually dependent and have concurrent ten year terms, termination of either agreement results in concurrent termination of both agreements.

The negotiated lease of the Troutdale Police Facility by the County for use by the MCSO as their Patrol Division base is attached as Exhibit A, and a lease summary is attached as Exhibit B.

The expected gross lease revenue would be greater than $215,000 annually, some of which would be consumed by building utilities, insurance, maintenance and operations; Landlord expenses. After a year of operation, the use of the net revenue would be programed subject to the Local Budget Law by the City Budget Committee. The Budget Committee limits expenditure appropriations through the annual budget process.

SUMMARY:

The IGA and Lease Agreement are mutually dependent approval of both are necessary for either agreement to be valid.

The Lease Agreement will provide a new, future, revenue resource for the City.

PROS & CONS:

A. Approve the Lease Agreement in support of the MCSO Services Contract IGA obtaining the City expanded public safety services and significant cost savings.

B. Not adopt resolution, foregoing both the future Lease revenue, and invalidating the IGA for law enforcement services.

LEASE

Effective Date: April 1, 2015 ("Effective Date")

Between: Multnomah County, Oregon ("Tenant")
Attn: Facilities and Property Management
401 N Dixon Street
Portland, OR 97227

And: City of Troutdale ("Landlord")
an Oregon municipal corporation
219 E. Historic Columbia River Hwy
Troutdale, OR 97060

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated herein:

Approximately 19,214 square feet of space, as shown in Exhibit "A-1" and "A-2" of this Lease in the building defined as the "City Facility" in the Intergovernmental Agreement Between Multnomah County Oregon and City of Troutdale Oregon For Contract Law Enforcement Services (2015)(the "IGA") located at 234 SW Kendall Court, Troutdale, OR 97060.

Section 1. Occupancy

1.1 Original Term. The term of this Lease shall commence at 12:01 a.m. on July 1, 2015 (the "Effective Implementation Date"), and shall, unless sooner terminated as hereinafter provided, continue through June 30, 2025, or, if the duration of the IGA is extended beyond that date, this Lease shall continue automatically through the additional term or terms of such IGA subject to all of the provisions of this Lease ("Term").

1.2 Delivery of Possession; Commencement. On the Effective Implementation Date, Landlord will deliver the Premises to Tenant in good condition and repair with all improvements to be provided by the Landlord substantially completed. Tenant will owe no rent until delivery of the Premises as set forth herein, and, in the event of delayed delivery, rent shall be reduced by multiplying the monthly rent by a fraction, the numerator of which is the number of days from July 1, 2015, through the delayed delivery date, and the denominator of which is the total number of days from July 1, 2015, through the last day of the month in which the delayed delivery occurs, and subtracting that sum from the total rent that would otherwise have been due from July 1, 2015, through the last day of the month in which the delayed delivery occurs. Tenant's right to possession and obligations under this Lease commence on the Effective Implementation Date or upon Landlord's actual delivery of the Premises as set forth herein, whichever is later.

1.3 Early Access. On or after the Effective Date and upon advance notice to Landlord, Tenant shall have the right to reasonable access to the Premises for purposes of making Landlord approved improvements and alternations on the Premises necessary or appropriate to preparing the Premises for full implementation of the Permitted Use (as defined in Subsection 3.1) upon delivery of the Premises.

1.4 Common Areas. Tenant will have the nonexclusive right to use the Common Areas. Common Areas include portions of the City Facility used in common, including, but not limited to, lobby areas, building corridors, fire vestibules, elevators, foyers, electrical and telephone closets, common restrooms, mechanical and service rooms, janitor's closets, loading docks, and other similar facilities.

1.5 Parking. During the term of this Lease, Tenant and its employees, agents and invitees shall have the non-exclusive use of parking spaces in the City Facility parking lots.

1.6 Termination; Right to Remove Property. This Lease simultaneously and automatically terminates upon termination of the IGA, whether such termination occurs pursuant to Section 17 of the IGA or otherwise. In addition, in the event that funds are not appropriated in an amount sufficient for Tenant's continued performance under this Lease, then this Lease shall terminate as of June 30 of the last fiscal year for which funds were appropriated. Tenant shall notify Landlord in writing of any such non-allocation of funds at the earliest possible date. Notwithstanding any term or provision of this Lease or the IGA, Tenant shall have a reasonable time after termination of this Lease to remove its property from the Premises. The provisions of this Section shall survive any termination of this Lease.

Section 2. Rent

2.1 Base Rent. Tenant shall pay to Landlord as "Base Rent" the sum of **$17,992.91** per month. The parties acknowledge that this Base Rent is charged for Tenant's use of the Premises for the provision of county law enforcement services and that no rent is charged to Tenant for Tenant's use of the Premises to provide city law enforcement services. Rent shall be payable on the first day of each month following the Effective Implementation Date, in advance at the address for Landlord first above stated or at such other place as may be designated by Landlord.

2.2 Base Rent Adjustment. Effective every other July 1 commencing July 1, 2017, Landlord shall be entitled to adjust the Base Rent to reflect the percentage increase, if any, in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, "West Urban region, All Items, 1982 - 84 = 100" (the "CPI") between the date of adjustment (the "Adjustment Date") and the date on which the Base Rent was last adjusted (the "Comparison Date"). For the purpose of adjusting Base Rent on the first Adjustment Date, the Comparison Date will be the Effective Implementation Date. On each Adjustment Date, the Base Rent then in effect will be increased, but not decreased, by

multiplying the Base Rent by a fraction, the numerator of which is the CPI published most recently before the applicable Adjustment Date, and the denominator of which is the CPI published most recently before the Comparison Date. If the index cited above is revised or discontinued during the term of this Lease then the index that is designated by the Portland Metropolitan Association of Building Owners and Managers shall be used to replace it.

2.3 Additional Rent. Any other sum that Tenant is required to pay directly to Landlord shall be considered additional rent ("Additional Rent"). Base Rent and Additional Rent are referred to collectively as "rent."

2.4 Utilities and Services.

2.4.1 Landlord will furnish water and electricity to the Premises at all times and will furnish heat, ventilation, and air conditioning, at City Facility standard levels consistent with general office use, during the normal operating hours of the Permitted Use. Landlord will furnish janitorial service to the Premises in accordance with the regular schedule of the City Facility, which schedule and service Landlord may change from time to time.

2.4.2 Landlord will furnish the Premises with (1) electricity for lighting and the operation of office machines; (2) heat and air conditioning reasonably required for the comfortable occupation of the Premises during normal operating hours of the Permitted Use; (3) light bulb replacement (for City Facility standard lights); (4) restroom supplies; (5) interior and exterior window washing with reasonable frequency; (6) Common Area cleaning services, with reasonable frequency, including the parking lots and landscaped areas; and (7) trash and recycling pickup and disposal.

2.4.3 During the Term, Tenant will pay, as Additional Rent, Tenant's Proportionate Share of any water, sewer, stormwater, electricity, and gas utility expenses for the Premises. Tenant's Proportionate Share of such utility expenses is 72.5 percent of the annual total of such expenses. At the beginning of each lease year, Landlord shall provide Tenant an estimated cost for each individual utility to be reimbursed. Tenant shall pay one-twelfth (1/12) of the estimated amounts each month. Landlord will reconcile all utilities within forty-five (45) days of the end of each lease year.

2.4.4 Tenant will cause telephone and customary law enforcement data and communications services to be furnished to the Premises and shall be responsible for any Landlord approved additional security measures and access controls related to the Premises. However, Tenant may not alter or remove the existing Premises electronic card access system or video surveillance system without prior Landlord approval. Further Tenant may make full use of, but make no changes, modifications or additions to, the Premises internal Information Technology (IT) wiring/cable plant distribution systems, without prior Landlord approval. Nor under any circumstances shall Tenant displace, disrupt, or otherwise negatively impact the City of Troutdale IT equipment and systems housed in the shared server data/telecom room.

2.4.5 Landlord shall provide the furniture, furnishings and fixtures currently in the Premises as viewed during the Tenant's Premises inspections in February 2015. Tenant shall not remove or alter the furniture, furnishings and fixtures, without Landlord approval. Landlord and Tenant acknowledge and expect the furniture, furnishings and fixtures incur ordinary wear and tear over the term of the lease.

2.5 Rent Reduction. Should Tenant elect to continue this Lease during a period of repair or construction as provided in Subsection 8.2, Tenant shall be entitled to a temporary reduction in rent during any period of time longer than 72 hours in which the Premises, in whole or in part, are not reasonably able to be occupied by Tenant for the Permitted Use under this Lease. Further, should Tenant elect to continue to occupy the Premises as provided in Subsection 9.3, the rent and the other charges due under this Lease shall be amended as provided in Subsection 9.3.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for operation of a facility providing law enforcement services ("Permitted Use"). Tenant's use for a different purpose than as provided herein shall not be allowed without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

3.2 Equipment. Tenant will install only such equipment in the Premises as is customary for the Permitted Use and will not overload the floors or electrical circuits of the Premises or change the wiring or plumbing of the Premises. All such equipment shall be installed, maintained, and operated at Tenant's sole expense, in accordance with Tenant's requirements.

3.3 Compliance with Laws. Landlord warrants that, as of the Effective Implementation Date, the Premises comply with all applicable laws, statutes, ordinances, rules, and regulations of any public authority (the "Laws").

3.4 Hazardous Materials. Tenant shall not cause or permit any Hazardous Substance (as that term is defined at ORS 466.005(7)(e)) to be released on the Premises. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used in the operation of the Permitted Use specified in Subsection 3.1.

Section 4. Repairs and Maintenance

4.1 Maintenance and Repair of Premises. Responsibilities for repair and maintenance of the Premises shall be as follows:

4.1.1 Landlord Obligations. Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, fire extinguishers, sidewalks and parking area, which are located in, on or around the Premises or the City Facility. Landlord shall maintain the Premises and the City Facility in a hazard free condition and shall repair or replace, as necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Code enforcement authorities. Landlord shall keep the Premises, Common Areas, City Facility and site improvements, including landscaping and signage, in good repair and appearance. Landlord shall be given a reasonable time period to complete repairs necessitated under this Subsection. Landlord shall conduct periodic inspections, maintenance and repairs, as reasonably necessary to keep the Premises in first class condition and suitable for Tenant's Permitted Use.

4.1.2 Wear and Tear. Tenant shall take good care of the interior of the Premises and furniture, furnishings and fixtures and, at the expiration of the Term, surrender the Premises broom clean and in as good condition as at the commencement of this Lease, excepting only reasonable wear and tear, permitted alterations, and damage by fire or other casualty.

4.2 Tenant's Obligations. Tenant shall be responsible for any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Subsection 6.2 dealing with waiver of subrogation.

4.3 Landlord's Interference with Tenant. In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall not cause unreasonable interference with Tenant's Permitted Use of the Premises. Except as provided in Subsection 2.5, Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this Subsection and Subsections 8.2 and 13.3.

4.4 Recycling Area. Landlord shall provide adequate collection areas, access and storage facilities for recycling of materials in compliance with ORS 227.450 or when recycling services are otherwise available to the Premises.

Section 5. Alterations

5.1 Alterations by Landlord. As long as the modification, alteration, or change does not materially interfere with the operation by Tenant of its business in the Premises, Landlord may modify, alter, or change any improvements in the Building, the parking area, and other Common Areas.

5.2 Alterations by Tenant. Except for the improvements and alterations identified in Section 1.3 of this Lease, Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent, which shall not be unreasonably withheld or delayed. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. Requests for alterations shall be made to Landlord in writing from Tenant. Landlord will perform such alterations at Tenant's expense.

5.3 Removal of Alterations. Upon termination of this Lease for any reason, Tenant shall have the right but not the obligation to remove any Tenant improvements or alterations from the Premises. All such removals shall be accomplished in a good and workmanlike manner so as not to damage the structural integrity or utility components of the Premises. Any damage to the Premises caused by the removals authorized under this Subsection shall be repaired by the Tenant at its sole cost and expense.

Section 6. Insurance

6.1 Insurance Required. Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure. Tenant is self-insured for the risks for which insurance is required under this paragraph. So long as Tenant remains self-insured, Tenant shall not be required to provide the insurance required by this paragraph. If requested, Tenant shall provide to Landlord a certificate of self-insurance.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage applicable to the Premises or the personal property, fixtures, and equipment located therein or thereon, caused by any of the risks covered under an appropriate clause in, or an endorsement to, a property insurance policy. Under such policy, the subject insurance company shall also waive any right of subrogation, and in the event of insured loss, no insurance company shall have a subrogated claim against another insurance carrier or the other party with respect to the insured loss or damage.

Section 7. Taxes

7.1 Taxes. Tenant is entitled to and shall apply for tax exemption under the provisions of ORS 307.112. To the extent Tenant obtains such an exemption, Tenant shall not be liable for payment to Landlord of any additional sum for real property taxes, but shall remain liable for payment of any special assessments against the Premises for which Tenant does not receive an exemption. The total compensation paid by Tenant under this Lease has been established to reflect the savings of below market rent resulting from the exemption from taxation.

Section 8. Damage and Destruction

8.1 Partial Damage. If the Premises are partly damaged and Subsection 8.3 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Subsection 4.3.

8.2 Occupancy During Partial Damage Repair. If only a portion of the Premises is damaged and Tenant elects to remain in possession of the remainder of the Premises under this Lease, the parties shall mutually agree in writing to a proportionate reduction in the rent and other charges under this Lease for the reduced area of the Premises for the duration of the repair work as provided in Subsection 2.3.

8.3 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds twenty-five percent (25%) of the value of the Premises before the damage, either party may elect to terminate this Lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated Term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption, except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control in accordance with the provisions of Subsection 4.3.

Section 9. Eminent Domain

9.1 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining Premises reasonably unsuitable for the use that Tenant was then making of the Premises, the Lease shall terminate as of the date the condemnor takes possession. Such termination shall have the same effect as termination by Landlord under Subsection 9.2. Landlord shall be entitled to all of the proceeds

of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.2 Sale in Lieu of Condemnation. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 9 as a taking by condemnation.

9.3 Less Than Total Taking. If a condemning authority takes only a portion of the Premises and Tenant remains in possession of the remainder of the Premises under this Lease, the parties shall mutually agree in writing to a proportionate reduction in the rent and other charges under this Lease for the reduced area of the Premises as provided in Subsection 2.3. Further the Lease shall be amended to reflect the new rental rates and other charges and the new description of the Premises post condemnation.

Section 10. Liens, Liability and Indemnity

10.1 Liens. Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

10.2 Reciprocal Indemnification: Each party will indemnify, defend, and hold harmless the other party and its respective partners, directors, officers, agents, and employees from and against any and all third-party claims for bodily injury and/or property damage arising from or in connection with any accident, injury, or damage, even if caused in part by the negligence of the indemnitee or its partners, directors, officers, agents, and employees occurring in, at, or on an area under the care, custody, and control of the indemnitor, together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, or proceeding brought thereon, including, without limitation, all attorney fees and expenses at trial and on appeal.

10.3 Statutory Limit on Indemnity Obligation. Both Landlord's and Tenant's obligations under this Section 10 and specifically Subsection 10.2, are subject to and limited under the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), and specifically subject to and within the financial limits set forth at ORS 30.272 for local public bodies.

Section 11. Default - The following are events of default:

11.1 Default in Rent. Failure of Tenant to pay rent within twenty (20) days after written notice that it is due.

11.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of rent) within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the twenty (20) day period, this provision shall be complied with if Tenant begins correction of the default within the twenty (20) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

11.3 Remedies on Default. In the event of default by Tenant, this Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not this Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

11.4 Landlord's Default. Landlord will not be deemed to be in default of the performance of any obligation required to be performed by Landlord hereunder unless and until Landlord fails to perform the obligation within twenty (20) days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default; however, if the nature of Landlord's alleged default is such that more than twenty (20) days are required for its cure, then Landlord will not be deemed to be in default if Landlord commences performance within the twenty (20)-day period and thereafter diligently prosecutes the same to completion. In the event of any default by Landlord, Tenant may exercise any and all rights and remedies available at law or in equity

Section 12. Surrender at Termination of Lease

12.1 Condition of Premises. Upon termination of this Lease, Tenant shall deliver all keys to Landlord and surrender the Premises in broom clean condition, excepting wear and tear.

12.2 Removal of Personal Property. Upon termination of this Lease for any reason, County shall remove all of its personal property from the Premises, including but not limited to appliances, furniture, signs, equipment, or similar items. Tenant shall have a reasonable time to remove its property from the Premises as provided in Subsection 1.6 of this Lease.

Section 13. Miscellaneous

13.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

13.2 Notices. Any written notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposit in United States mail as certified mail addressed to the address first given

in this Lease or to such other address as may be specified from time to time by either of the parties in writing.

13.3 Landlord Entry for Inspection, Repair or Showing. Landlord shall have the right upon the provision of notice, to enter upon the Premises at any reasonable time to determine Tenant's compliance with this Lease, to make necessary repairs as provided at Section 4 to the Premises, or to show the Premises to any prospective tenant or purchaser, and, in addition, Landlord shall have the right, at any time during the last two months of the Term of this Lease, to place and maintain upon the Premises notices for leasing or sale of the Premises. Excluding routine facilities maintenance access, or access to the server data/telecom room, Landlord shall provide Tenant no less than twenty-four (24) hours notice of its intent to enter the Premises for all non-emergency circumstances.

13.4 Time of Essence. Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday, or legal holiday, then the expiration of the period of time will be postponed to the next day that is not a Saturday, Sunday, or legal holiday.

13.5 Holding Over. Should Tenant hold over after termination, such holding over shall be deemed to alter this Lease to a "month to month" tenancy, subject to all the terms and conditions of this Lease, except that Landlord may terminate such month to month tenancy on thirty (30) days notice to Tenant.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease as of the day and year first written above.

FOR LANDLORD:
City of Troutdale, an Oregon municipal corporation

By: Craig Ward, City Manager

Date: _____

Approved as to Form, Legal Counsel for City of Troutdale

Ed Trompke
City Attorney
Date: _____

FOR TENANT:
Multnomah County, an Oregon political subdivision

By: Deborah Kafoury, Chair

Date: _____

Reviewed By: JENNY M. MADKOUR, MULTNOMAH COUNTY ATTORNEY

Jed Tomkins
Assistant County Attorney
Date: _____

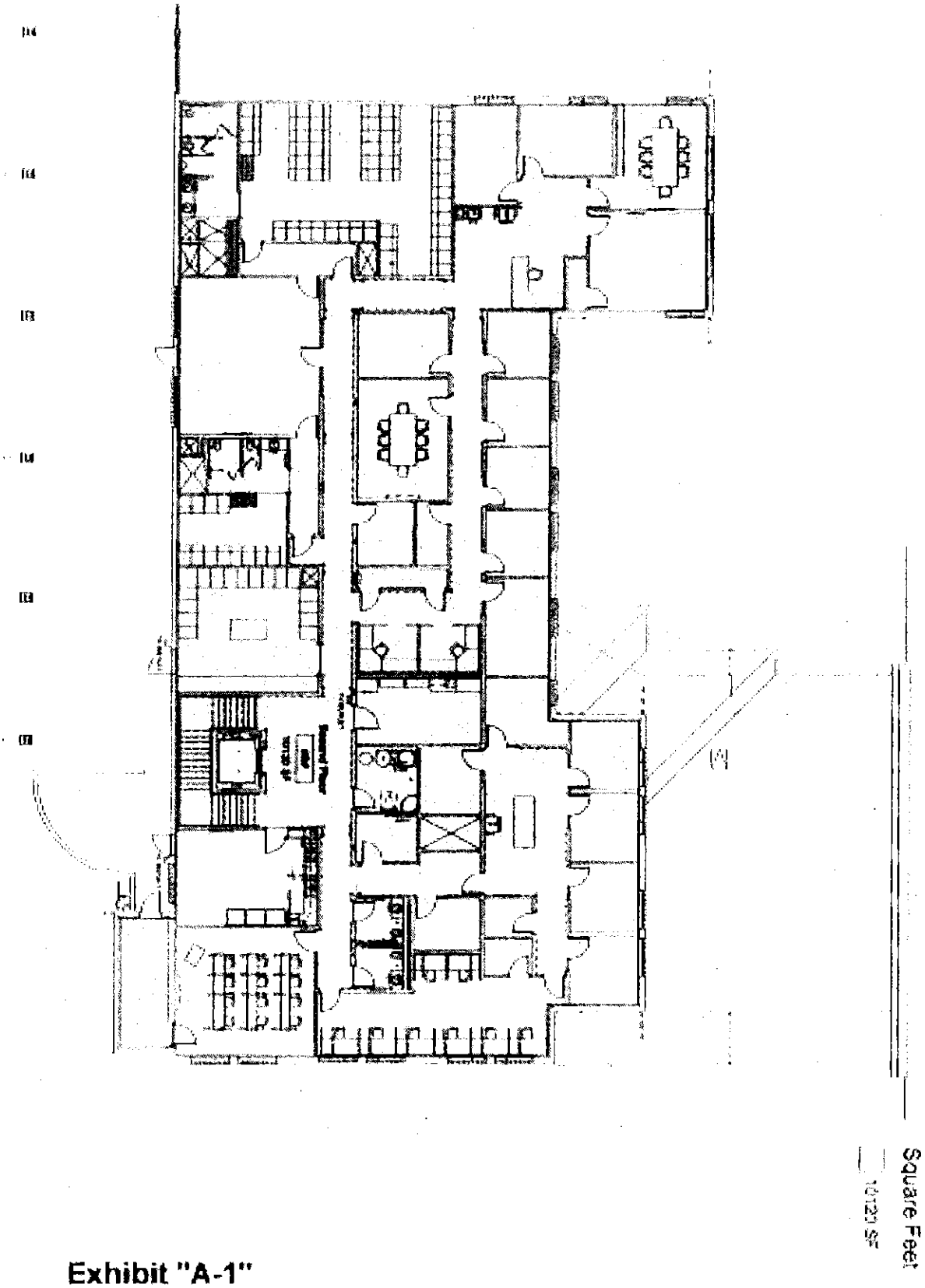

Exhibit "A-1"

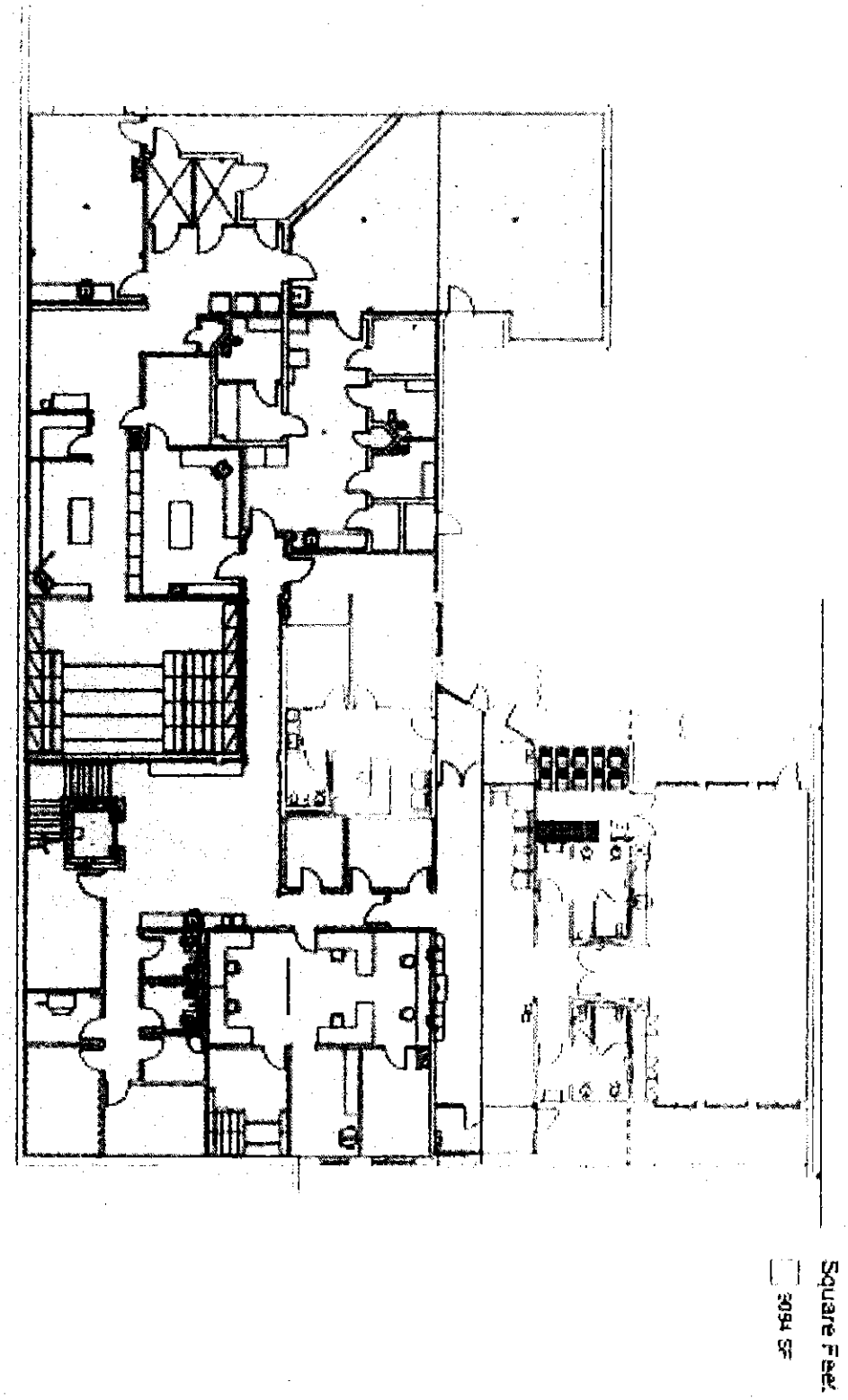

Exhibit "A-2"

Exhibit B
3/24/15 Council Mtg. – Item #6

Summary of Lease Terms

Premises: 234 SW Kendall Court, Troutdale, OR 97060

Landlord: City of Troutdale, an Oregon municipal corporation
219 E. Historic Columbia River Hwy
Troutdale, OR 97060

Tenant: Multnomah County, Oregon,
Attn: Facilities and Property Management
401 N Dixon Street
Portland, OR 97227

Use: Multnomah County Sheriff Patrol Division Operations Center

Term: Ten years, commencing July 1, 2015, concurrent with the law enforcement IGA provisions.

Lease Type: Modified Full Service, property tax exempt, and utility allocation reimbursement.

Floor Space: 19,214 square feet

Proportionate Shares: 72.5% MCSO, 27.5% City

Initial Base Monthly Rent: $17,992.91/mo $215,914.92/Yr

Base Rent Adjustment: Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, "West Urban region, All Items, 1982 – 84 = 100" (the "CPI")

RESOLUTION NO.

A RESOLUTION AUTHORIZING A REAL PROPERTY LEASE OF THE TROUTDALE COMMUNITY POLICE FACILITY TO MULTNOMAH COUNTY.

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. On March 24, 2015 the City Council adopted Resolution No. _____ Approving an Intergovernmental Agreement (IGA) with Multnomah County for Law Enforcement Services Provided through the Multnomah County Sheriff's Office (MCSO).

2. The IGA provides for the MCSO to relocate their Patrol Division to operate from the Troutdale Community Police Facility (Facility).

3. Multnomah County, through their Facilities and Property Management Division, will lease the Facility for the use by the MCSO.

4. The City shall retain ownership of the Facility, which will continue to house the City Attorney/Legal Department offices, the main server network and telecommunication data center for the City, and the community room.

5. The Facility Lease and the IGA have concurrent ten year terms, termination of either agreement results in concurrent termination of both agreements.

6. The Facility is a long term capital asset of the City for which the voters provided long term financing.

7. The Facility Lease provides for starting Base Rent of $17,992.91 per month, the West All Urban Consumers CPI based rental rate adjustment, and an annual utility cost reconcilement and reimbursement from Multnomah County.

8. The City shall bear the utility and facility operational maintenance costs as landlord.

9. The Lease is a mutually beneficial contract arrangement which provides cost savings efficiencies for the MCSO by relocating the operation and delivery of their Patrol Services to the Facility.

10. The Lease supports the City Council goals to improve and support livability in Troutdale, to promote fiscal solvency and improve fiscal prioritization and budget accountability, and to improve employee morale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:

Section 1. Agrees now that the City enter into the real property Lease Agreement ("Lease Agreement") with Multnomah County for the lease of the Facility by the MCSO.

Section 2. Designates the City Manager, Craig Ward, or Finance Director, Erich Mueller (each a "City Official"), or a designee of the City Official, to act on behalf of the City, and without further action by the City Council the City Official is hereby authorized, empowered and directed to sign the Lease Agreement on behalf of the City, and any and all other required and necessary documents to implement the intent of the agreement.

Section 3. The City Official is hereby authorized to execute, acknowledge and deliver the Lease Agreement in substantial conformity with Exhibit A of the Staff Report, including any other supporting and implementing documents, and to take any other action as may be advisable, convenient, necessary, or appropriate to give full force and effect to the terms and intent of the resolution, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 4. Further, consistent with intent of the Lease Agreement, and in the best interest of the City, the City Official is authorized to determine, execute, acknowledge and deliver any subsequent addendums, appendices, extensions, revisions, modifications, or successor documents of the Lease Agreement, and the execution thereof by any such City Official shall be conclusive as to such determination.

Section 5. The Finance Director is authorized to disburse funds, subject to annual appropriations, as necessary to fulfill the Lease Agreement obligations, including but not limited to building utilities, insurance, maintenance and operations; and is further directed to implement all such actions necessary to ensure budgetary compliance.

Section 6. This Resolution shall be effective upon adoption.

YEAS:
NAYS:

ABSTAINED:

Doug Daoust, Mayor

Date

Debbie Stickney, City Recorder
Adopted: