

AGREEMENT

This Agreement, entered into on _____ is between the City of Milwaukie, Oregon (City), a municipal corporation, and Richard D. Bailey.

The parties agree on the following terms and conditions for employment of Richard D. Bailey as the City Manager for the City of Milwaukie:

- dy* 1. Duties: Bailey shall perform the duties of City Manager as outlined in the City Charter, applicable city ordinances and such policies as may be adopted by the Council.
- dy* 2. Performance Standards: Bailey and the City Council shall jointly establish performance standards on which Bailey will be evaluated semi-annually.
- dy* 3. Compensation: In consideration for the services described, the city shall pay Bailey an amount equal to 115% of the monthly salary paid to department heads, which amount shall not be less than \$3333 per month. Bailey shall also receive all city benefits granted to city department managers and a city vehicle for his personal and business use.
- dy* *City Council approved* 4. Professional Development: To aid Bailey in his professional development, the city shall budget and pay reasonable expenses for professional dues, tuition, subscriptions, membership and travel.
- dy* 5. Residency: The City Charter requires the City Manager to take up legal residency within the city within six months of his date of hire, or within such time as is agreeable to the Council. During the term of this agreement, the Council shall not require Bailey to become a city resident.
6. Duration: The initial term of this agreement shall be three years from the effective date above, except that upon satisfactory performance by Bailey, the agreement shall be extended for three years at the end of the first and again at the end of the second year.
7. Termination: This agreement may be terminated by either party upon 60 days written notice. In the event of termination by the city before expiration of either the initial or extended term of this agreement, the city shall pay Bailey an amount equal to the compensation due him for the remainder of the term, except that if Bailey is terminated for the commission of an illegal act involving personal gain, the city shall not be obligated to pay the severance sum specified above.

5/20/2
4/24/2
3/2/2

In the event Bailey is terminated after an election in which a "strong mayor" form of government is approved for the city, he shall only receive an amount equal to 12 months' pay.

8. Amendment: This agreement may be amended at any time upon mutual consent of the parties.

City of Milwaukie, Oregon

By: _____
Mayor

Richard D. Bailey

Date: _____

Date: _____

Attest: _____
City Recorder

Date: _____



Liberty Cable Television

A DIVISION OF LIBERTY COMMUNICATIONS, INC.

025 S.W. Sherman · P.O. Box 8677 · Portland, Oregon 97207 503/225-1984

February 17, 1982

Mr. Greg Eades
City Attorney
City of Milwaukie
10722 S.E. Main St.
Milwaukie, OR 97222

Dear Mr. Eades:

Liberty Cable has made several requests to be provided with the names of the other applicants for the cable television franchise in Milwaukie, and whether or not they have paid an application fee. In making these requests, we have only asked to be given fair and equal treatment. Other applicants know of us and our proposal; we only ask that we be informed of them and their proposals. In support of this request, we are calling your attention to the provisions of ORS 192.410 through ORS 192.496.

Unfortunately, we are now forced to advise you that unless the names of these other applicants for the cable television franchise in the City of Milwaukie, together with whether or not they have paid the application fee required in order to be considered for this franchise, are provided to us within five (5) days of the date of this letter, we will file a petition with the Clackamas County District Attorney to require this disclosure.

We trust that you will provide the information specified above within the designated time limits. If you do not, such legal action as becomes necessary will be taken without further notice to you.

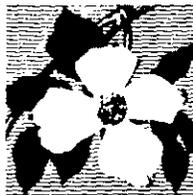
Stonewalling is not appropriate at any governmental level.

Sincerely yours,

Sylvia Sycamore
Project Coordinator

SS:m1

cc: Mayor Joy Burgess
Don Graf
Mel Paulson
Roger Hall
Wallace Bischoff



NEWS RELEASE

DATE: FEBRUARY 23, 1982

RELEASE DATE: IMMEDIATE

CONTACT: GREG EADES, CITY ATTORNEY

SUBJECT: FULMORE SETTLEMENT

* * * * *

The City of Milwaukie and Kerry Chipman, a Portland attorney representing former Milwaukie Fire Battalion Chief Grant Fulmore, announced today that a settlement has been reached regarding Mr. Fulmore's appeal of his termination on February 20, 1981 from the City Fire Department.

The settlement provides for a monetary award and Mr. Fulmore will be reinstated on unpaid leave of absence as Battalion Chief during the period from his dismissal to August 1, 1981 when he will accept voluntary retirement after 20 years of service. Mr. Fulmore has agreed to drop all legal and equitable challenges associated with his termination. Both parties expressed satisfaction with the settlement and agreed that it will prevent a drawn-out legal battle.

###END###

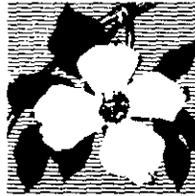
MEMORANDUM

TO: JO DURAND
FROM: SARA HITE
SUBJECT: ESTABLISHMENT OF A UTILITY DROP BOX
SECOND ANNIVERSARY OF THE MILWAUKIE CENTER
DATE: FEBRUARY 16, 1982

The Pacific Northwest Bell Telephone Company's Community Relations Team in cooperation with other utilities has worked with the staff of The Milwaukie Center to establish a utility bill drop box in the lobby of The Milwaukie Center. The drop box will make it easier and cheaper for area seniors to pay their utility bills.

The drop box will be dedicated and the second anniversary of The Milwaukie Center will be observed at a short ceremony following lunch at approximately 12:30 p.m., Wednesday, February 24, 1982. The use of the drop box will be explained at that time.

CITY OF MILWAUKIE



OFFICE OF THE CITY ATTORNEY
in the City Hall • phone 659-5171

February 22, 1982

Sylvia Sycamore
Liberty Cable Television
025 SW Sherman Street
Portland, OR 97207

Dear Sylvia:

As you asked, I've tried to reach Bill, but so far we haven't connected. I still may be able to talk to him this afternoon, but in case I don't, I thought I'd get this off in response to your letter of February 17.

As I told you, I discussed your request with the Council last Tuesday and they approved keeping the names of the other firms confidential. Even if I agree to release the information, I think I should discuss it with the Council first. As it stands right now, I don't have the authority to give you the information you've requested. Would you consider meeting with the Council on March 2 to discuss this? Please let me know as soon as possible, so I can place the item on the next agenda.

I also wanted to respond to your argument that this process is unfair, in order to convince you that we have every intention of giving all applicants equal treatment. As I explained to the Council on Tuesday, when we have several negotiated proposals in final form, these will be given to the Council. At that point the proposals will be made public and Liberty and every other firm will have an opportunity to review and criticize them, before the Council makes a decision. In addition, I'm not sure it's correct to say that Liberty is at a disadvantage in this process. At this point you are free to reoffer your first proposal, continue with negotiations where we left off, withdraw from the competition entirely, or start with something entirely different. Although your original proposal has been available to the public, the other companies do not have access to any information regarding the Liberty negotiations and they certainly would not know about any changes that you wish to make at this time. In fact, I think you have an advantage over the other applicants because you are farther along than anyone else. If you choose to continue I'm sure we could come up with your best offer to present to the Council within a few days.

In the event that, after receiving this letter, you still insist on immediate release of the names and don't allow me the time to get Council approval, I will have to make a decision on my own. In that case, I'll need to know specifically what city records you want. I can't respond to your request under the statute unless you describe better what you're asking for.

I look forward to hearing from you.

Very truly yours,



Greg Eades
City Attorney

cc: William Rutherford
GE/vk