

CITY COUNCIL MEETING
September 16, 1974
7 p. m.

COUNCIL CHAMBERS

1228th Meeting

The one thousand two hundred twenty-eighth meeting of the Council of the City of Milwaukie, Oregon, was held on the 16th day of September, 1974. The meeting was called to order by Mayor pro tem Robert G. Stochosky, with the following council persons present:

- | | | |
|---------------|-----------------------------------|-------------------------------|
| | Bill E. Hupp | Joy Burgess |
| | Robert G. Stochosky | William M. Keller |
| Absent: | Mayor Donald W. Graf, (excused) | |
| Also present: | | |
| | Harold L. Schilling, City Manager | Rod Sandoz, City Planner |
| | J. Wayne Daigle, Dir. of P. W. | Myer Avedovech, City Attorney |
| | Donald Jones, Police Chief | Dorothy E. Farrell, Secretary |

The invocation was given by the Reverend Howard Harmon, Clackamas Park Friends Church, and the Pledge of Allegiance was recited.

CONSENT CALENDAR

- a) Approval of minutes - September 3, 1974 Council meeting
- b) Exhibits - PERB hearing on Firefighters bargaining unit
- c) Liquor license application - Ralph's Market (new owner)
- d) Memo from Police Dept. re officer survival training
- e) Copy of letter from Pamela Owens thanking Fire Dept.
- f) Letter from Coalition of Social Services re by-laws
- g) Letter from DEQ re STP
- h) Notice of trial date and motion to change date - downtown L.I.D.
- i) Copy of letter from Supreme Court re Baker vs. Milwaukie
- j) Copy of court opinion - Lines vs. Milwaukie
- k) Minutes of September 5 meeting of Coalition of Social Services
- l) Resignation letter from City Planner

It was MOVED by Keller, SECONDED by Burgess, that the Consent Calendar be accepted, with the exception of item (l). MOTION CARRIED and so ordered.

- b) Council has received copies of exhibits presented at the unit determination hearing (questioning Fire Captains as management) before the Public Employee Relations Board Hearing Examiner on September 9, 1974.
- c) Council has received copy of letter from Police Department, dated September 6, stating there are no objections to approval of a liquor license for Ralph's Market at 2936 Washington Street, or of a business license to Norris Pendergrass for Ralph's Market.
- d) Council has received memorandum from Police Department, dated September 6, re mandatory officer survival training being conducted by the department.
- e) Council has received copy of letter to fire department from Pamela S. Owens, dated August 23, 1974, thanking them for their services at a fire alarm.
- f) Council has received letter from Clackamas County Coalition of Social Services, dated July 25, 1974, re amendment to by-laws.
- g) Council has received letter from DEQ, stating the Milwaukie STP meets their requirements.
- h) Trial date in the downtown L.I.D. writ of review has been set for October 2, but the City Attorney has requested a change of date because of a conflict with Municipal Court.
- i) Council has received copy of letter from State Supreme Court, dated September 4, re Baker vs. City of Milwaukie.
- j) Council has received copy of memorandum opinion in the case of Lines vs. City of Milwaukie.
- k) Council has received copies of the Coalition of Social Services minutes of September 5 meeting.

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1) Rod Sandoz, City Planner, has resigned effective September 20, 1974. Council members expressed their appreciation of his services to the city, and Councilwoman Burgess recommended that the Manager prepare a certificate of appreciation.

CORRESPONDENCE

1. Mayor Graf has received letter from CRAG, dated Septmeber 4, 1974, asking for input in whether it is feasible or desirable to initiate a building moratorium within the Johnson Creek Drainage Basin. Manager was asked for a report and recommendation, and a letter will be written to CRAG stating insufficient time was allowed in their letter for the necessary study and report by their deadline of September 13.
2. Letter has been received from Culver Construction Co., dated September 10, requesting help in obtaining city water. The letter was referred to staff for report and recommendation.
3. Letter has been received from the Executive Department, Local Government Relations Division, asking if there are any members of the Council who will be attending the Governor's Intergovernmental Conference on October 17 and 18 in Corvallis.
4. Letter has been received from the County Public Works Department, indicating the Kellogg Sewer Treatment Plant is on line.
5. Council has received copies of agenda of Board of Directors meeting for CRAG.
6. Councilwoman Burgess stated she had received a packet from League of Oregon Cities relative to her appointment to the League Legislative Committee. She asked for Council input as to any feelings Council members have on any bills affecting cities. Staff was asked to direct correspondence to the League asking that copies of such material sent out by the League be sent to all Council members.

REPORT FROM PLANNING COMMISSION RE CLACKAMAS TOWN CENTER

Council has received report from Planning Commission, dated September 10, on the impact of the proposed Clackamas Town Center. It was **MOVED** by Burgess, **SECONDED** by Keller, that the Council accept the Planning Commission report. **MOTION CARRIED** and so ordered.

It was **MOVED** by Burgess, **SECONDED** by Keller, that the City Council request staff to prepare a resolution supporting development of the Clackamas Town Center, with inclusion of the Planning Commission recommendations pertaining to traffic, economic development and planning. **MOTION CARRIED** and so ordered. Councilman Hupp wished his vote recorded as "no."

STAFF REPORT ON WILLAMETTE GREENWAY

The report was not completed in time to include in the agenda.

STAFF REPORT ON INTERCEPTOR SEWER BIDS

This staff report will be ready by the next Council meeting

RESOLUTIONS SETTING FEES FOR SPECIAL INSPECTIONS AND REINSPECTIONS

Council has asked for input from FHA, but none has been received as yet.

POLICE VEHICLE LEASE PROGRAM

Council has received memorandum from Manager, dated September 13, 1974 re police vehicle program for 1974-75. It was **MOVED** by Hupp, **SECONDED** by Keller, to accept the recommendation of city staff to purchase the vehicles we are now leasing. **MOTION CARRIED** and so ordered. City Manager asked for clarification of the motion, and it was the consensus of the Council that the

intent was to accept the four recommendations in the memorandum, as follows: 1) purchase four vehicles now being leased, (2) contract with Gladstone Lincoln Mercury or a more competitive local repair station for a package maintenance contract, (3) purchase a new 1974 Montego station wagon, and (4) contract maintenance on the station wagon with Gladstone Lincoln Mercury.

(Meeting recessed at 8:50 p.m., reconvened at 9 p.m. with all present.)

ORDINANCE NUMBER 1300 - AMENDING ORDINANCE 1021 RE TRAFFIC CONTROL

It was MOVED by Burgess, SECONDED by Hupp, that Ordinance 1300 (AN ORDINANCE AMENDING ORDINANCE NUMBER 1021, RELATING TO TRAFFIC CONTROL, AND DECLARING AN EMERGENCY) be read the first time. MOTION CARRIED and so ordered. It was MOVED by Hupp, SECONDED by Keller, that the ordinance be read the second time at the next Council meeting. MOTION CARRIED and so ordered.

REGIONAL NARCOTICS PROGRAM AGREEMENT

It was MOVED by Hupp, SECONDED by Keller, that staff be authorized to sign Regional Narcotics Program agreement with the City of Portland.

OTHER BUSINESS

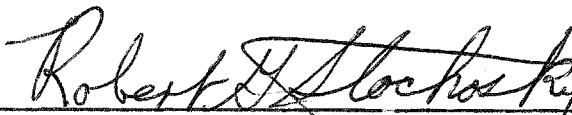
1. A special meeting was scheduled for 7 p. m. September 23 to interview candidates for Planning Commission, canvass the vote at special election September 17, and discuss management salaries and take action on a salary resolution.
2. Letter has been received from Chubb Pacific, asking that the city repair the sidewalk around City Hall.
3. Manager gave Council a progress report on the citizen survey.
4. Manager was asked to write the County Assessor a letter for Mayor's signature detailing the problems caused by the County's failure to furnish an assessed valuation figure for Milwaukie.

PAYMENT OF BILLS

It was MOVED by Keller, SECONDED by Hupp, that the bills listed for September 17, 1974 payment be approved for payment. MOTION CARRIED and so ordered.

The meeting adjourned at 8:15 p. m., to go into executive session to discuss management salaries.

ATTEST:



 Robert G. Stochosky, Mayor pro tem



 Dorothy E. Farrell, Secretary

DDE291

CITY COUNCIL AGENDA
September 16, 1974
7 p. m.

COUNCIL CHAMBERS

1228th Meeting

1. CALL TO ORDER
2. INVOCATION -
3. PLEDGE OF ALLEGIANCE
4. CONSENT CALENDAR
 - a) Approval of minutes - September 3, 1974 Council meeting
 - b) Exhibits - PERB hearing on Firefighters bargaining unit
 - c) Liquor license application - Ralph's Market (new owner)
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 - j) Copy of court opinion Lines vs. Milwaukie
 - k) Minutes of September 5 meeting of Coalition of Social Services
 - l) Resignation letter from City Planner
5. AUDIENCE PARTICIPATION
6. CORRESPONDENCE
 - a) Letter from CRAG re Johnson Creek
 - b) Letter from Culver Construction Co., re water supply
7. OLD BUSINESS
 - a) Report from Planning Commission re Clackamas Town Center
 - b) Staff report on Willamette Greenway
 - c) Staff report on interceptor sewer bids
 - d) Resolution No. _____ - setting fees for special inspections
 - e) Resolution No. _____ - setting fees for reinspections
 - f) Police vehicle lease program
8. CONSIDERATION
 - a) Ordinance No. _____ - amending Ordinance 1021 re traffic
 - b) Regional Narcotics Program agreement
9. EXECUTIVE SESSION
10. OTHER BUSINESS
11. PAYMENT OF BILLS
12. ADJOURNMENT

DETAILED REQUIREMENTS BY FUND
 For the Fiscal Year 1974-1975
 Beginning July 1, 1974

CITY OF MILWAUKEE

FIRE DEPARTMENT -4
GENERAL FUND 1-

HISTORICAL DATA						BUDGET FOR ENSUING YEAR		
ACTUAL	BUDGET					NO.	PROPOSED	APPROVED
1971-72	1972-73	1973-74	ACCT.NO.			EMPS.		
PERSONAL SERVICES:								
1.	13,800	14,148	15,209	230	Chief	1	15,264	
2.	12,375	12,912	13,880	231	Asst. Chief - [unclear]	1	13,944	
3.	12,060	12,360	13,287	232	Batt. Chief - [unclear]	1	13,296	
4.	-	-	34,593	233	Lieutenant	3	35,214	
5.	44,028	45,327	48,916	234	Fire Captain	4	49,056	
6.	22,920	24,450	25,232	235	Senior Captain	2	25,224	
7.	5,580	10,893	11,834	236	Inspector	1	12,612	
8.	178,002	178,585	125,744	239	Firefighters	16	176,040	
9.	6,600	6,768	7,276	219	Clerk-Typist	1	7,188	
10.	19,109	20,330	-	291	Vacation		23,325	
11.	6,756	13,313	-	292	Sick Leave		8,500	
12.	12,174	14,224	16,479	297	Social Security		21,390	
13.	10,032	10,560	12,929	298	Accident Insurance		18,337	
14.	17,542	18,318	20,088	299	Group Insurance		24,169	
15.	301	1,360	1,000	293	Overtime		2,500	
16.	-	1,184	1,500	294	Incentive Pay		3,150	
17.	695	260	500	295	School Replacement Manpower		1,100	
18.	361,974	384,992	348,467		TOTAL PERSONAL SERVICES		450,309	

MEMORANDUM

March 7, 1974

TO: ALL DEPARTMENT HEADS

FROM: CITY MANAGER

SUBJECT: Designation of Management

The advent of municipal employee organizing and collective bargaining are having and will continue to have a significant impact on the community and on the municipal organization. From experiences in other municipalities, a key element in dealing with the new roles and relationships lies in the designation of and attitude toward management employees. Cities are finding that a successful employer-employee relations program is dependent upon a clear, defined, informed and trained management group.

To adequately represent the public interest, the city council and city manager need a loyal, responsive management group which recognizes employee needs but is sensitive to the public interest as a major concern. Management employees must internalize the policies of the city council and city manager and work diligently to represent them.

Obviously, we need to proceed with formal designation of management personnel in the city of Milwaukie. I have requested and received unanimous authorization from the city council to designate management. In consultation with the city's negotiator we have identified guidelines and criteria which are consistent with recent rules and rulings of the Public Employee Relations Board.

These criteria are as follows:

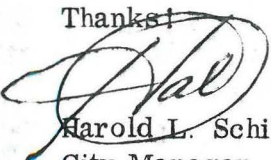
An employee is a supervisor and therefore management if one or more of the following are applicable to his job:

- (1) He has the authority and/or responsibility to settle grievances.
- (2) He has authority and/or responsibility to discipline or recommend disciplinary action.
- (3) He has authority and/or responsibility in promotion determination (e. g. personnel evaluation).

Please review the foregoing criteria and weigh them against roles and responsibilities of personnel within your department. After making a preliminary analysis please outline your findings to me. We will then sit down individually and review your findings before proceeding with formal designations.

Please complete this effort at the earliest possible time. If you have any questions, call.

Thanks!


Harold L. Schilling
City Manager

March 8, 1974

TO: Hal Schilling, City Manager
FROM: Richard White, Fire Chief
SUBJECT: Management Responsibilities

In response to your question as to the role of personnel in the fire department relative to management responsibilities. In my estimation the base level would be that of Captain. In the job description a Captain is required to supervise the activities of a firefighting company or companies involving responsibility for apparatus, personnel and equipment. He supervises the cleaning and maintenance of the firehouse, facilities and equipment on his shift, supervises and assists with the instruction of company training; prepares a variety of reports including efficiency reports and training reports for the Senior Captain and may be assigned to administer a specific task or function of the fire department.

To act effectively in his position he must perform on or all of your criteria. During the major part of his shift he has the sole responsibility for every thing that happens on his shift.

On many occasions a Lieutenant would also fit into this outline. While he is subordinate to a Captain he still has responsibility for discipline and participates in employee evaluation. The Lieutenant may also be required to act in the place of a Fire Captain in his absence. On occasions this may be over an extended period of time.

Therefore I would say that at least our Captain and above have management responsibility. I would also think that some consideration be given to the position of Lieutenant. While a Lieutenant may not always be required to perform management tasks at times it is required and may be required for an extended period.

Respectfully submitted,

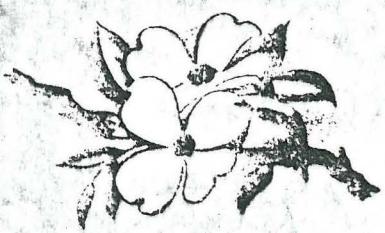


R. White

City Exhibit # 5

CITY HALL - 926 MAIN STREET
MILWAUKIE, OREGON
PHONE 659-5171

CITY OF



MILWAUKIE, OREGON
"The Dogwood City of the West"
FOUNDED 1848 - INCORPORATED 1903

March 19, 1974

TO: HAL ABELSEN

FROM: CITY MANAGER

SUBJECT: Designation of Management Employees

Pursuant to City Council authorization and in accordance with recent rules and interpretations promulgated by the Public Employee Relations Board the following personnel are hereby designated as management employees:

Administration & Finance Department

Executive Management
Ruth Friesen, Director of Finance

Library Department

Executive Management
Ruth Green, Librarian

Supervisory Management
Susan Klingberg, Assistant Librarian

Planning Department

Executive Management
Rod Sandoz, City Planner

Public Works Department

Executive Management
Wayne Daigle, Director of Public Works

Supervisory Management
Ron Bennett, Public Works Superintendent
Fred Kobs, Public Works Foreman
Don Peterson, Water Pollution Control Operator III

Police Department

Executive Management
Don Jones, Chief of Police

Supervisory Management
John Hurlidge, Captain
Bill Workman, Sergeant
John [unclear], Sergeant
Gene Bus [unclear], Sergeant
Terry Nelson, Sergeant
Bob [unclear], Sergeant

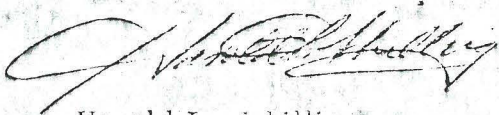
Who?

Fire Department

Executive Management
Dick White, Fire Chief

Supervisory Management
Al Jones, Assistant Chief/Fire Marshal
Bernard Muffenbier, Battalion Chief
Myron Nelson, Senior Captain
John Stennet, Senior Captain
Marvin Allen, Captain
Ron Bowen, Captain
Bob Pringle, Captain
Jack Stark, Captain

I will be scheduling meetings with you shortly to discuss the implications of the management designation and answer any questions you may have.



Harold L. Schilling
City Manager

cc: City Council
Kent Collins
Hal Abelson
Smith French
Bertha O'Shea

May 23, 1974

Mr. Harold L. Schilling
City Negotiator ~~MANAGER~~
City of Milwaukie

Dear Mr. Schilling:

From our past bargaining sessions with Mr. Collings, we have been informed by him as the City Negotiator that he will not bargain with the bargaining agents for the Fire Department (Local 1159), in respect to Fire Captains and Senior Fire Captains. We the bargaining agents disagree because the Fire Captains and Senior Fire Captains are under our present 1973-74 contract and have always been bargained for by Local 1159 since our election in July 1968. Due to the Captains and Senior Captains having been in our bargaining group since a collective bargaining representative was first elected, we object to your attempts to remove them and do not feel that this is a fair bargaining practice on your part.

Very truly yours,



Local 1159 Bargaining Agents
Smith French III
Grant Fulmore
Earl Bennett

/df

Salary _____

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GENERAL DESCRIPTION OF DUTIES

Supervises the activities of a firefighting company on an assigned shift involving responsibility for apparatus, personnel and equipment. Engages in firefighting and fire prevention; does other related work. Works directly under the supervision of Senior Captain who reviews work.

EXAMPLES OF PRINCIPAL DUTIES

Responds to fire alarms, evaluates fire situation, determines method of attack and directs firefighting activities.

Inspects station house, equipment and men to determine preparedness of his shift.

Supervises the cleaning and maintenance of the firehouse, facilities and equipment on his shift.

Supervises, participates and assists with the instruction of company training.

Assists in the inspection of business, places of public assembly, family dwellings to enforce city ordinances and state laws concerning fire prevention and the elimination of fire hazards.

Prepares a variety of reports, including efficiency reports and training reports for the Senior Captain.

KNOWLEDGE, SKILL AND ABILITY

Thorough knowledge of the principles, practices and procedures of modern firefighting, and of the saving of lives and property; thorough knowledge of the geography of the city, location of water mains and other sources of water and major fire hazards within the area; thorough knowledge of the operation and maintenance of the various types of apparatus and equipment used by fire departments; considerable knowledge of the principles of hydraulics as applied to firefighting; ability to lead men effectively, maintain high discipline, promote harmony, exercise sound judgment and cooperate with other officials.

EXPERIENCE AND TRAINING

Four years' experience as a firefighter, graduation from a senior high school or equivalent, preferably supplemented by specialized course work in firefighting techniques; or any satisfactory equivalent combination of experience and training.

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any employee shall be accorded probationary status in the higher class if eligible for certification from the appropriate list.

b) Should the reclassification result in downgrading, the position shall be identified and marked for the future reclassification action but so long as the incumbent holds the position he shall retain his present classification and grade level.

c) The personnel changes required by the reclassification of positions shall be made within a period of 30 days following the date of reclassification by the Commission.

C. Classification Appeal. An employee or department head affected by any classification or reclassification of a position shall upon written request be entitled to an appeal to the Commission made within ten (10) days of the written notice to him of such action.

Sec. 4. Class Specifications.

A) Content of Specifications. Each class specification shall include the class title, a description of the duties and responsibilities of the work and a statement of the minimum qualifications a person should possess to perform the work with reasonable prospects of success.

B) Interpretation of Specifications. The definitions in class specifications are descriptive and not restrictive. They are intended to indicate the kinds of positions that are allocated to the several classes, as determined by duties and responsibilities, and are not to be construed as declaring what the duties or responsibilities of any position may be, or as limiting or modifying the power of any appointing power to assign, direct and control the work of employees under his supervision. The use of a particular expression or illustration as to the duties shall not be held to exclude others not mentioned that are of similar kind or quality, nor shall any specific omission necessarily mean that such factor is not included.

C) Use in Allocation. In determining the class to which any position should be allocated, the specification describing each class shall be considered as a whole. Consideration shall be given to the general duties, specific tasks, responsibilities, qualification requirements and relationship to other classes, as a composite description of the kind of employment which the class is intended to embrace.

D) Minimum Qualifications Statements. Personal qualifications commonly required of an employee in any class, such as good citizenship, honesty, loyalty, sobriety, industry, amenability to supervision and suggestions of superiors for improvement of service, and willingness to cooperate with associates, shall be implied as qualifications required for entrance to every class, even though such traits may not

ARTICLE NO. 7

CAPTAINS

701. Captains shall exercise administrative command and supervision over shifts of their companies.
702. He shall acquire a thorough knowledge of the duties of his office and shall be responsible for the strict enforcement of the Rules and Regulations, and orders of the department. He shall exact proper order and discipline from the personnel under his command at fires or other emergencies, particularly observing their general department, firemanship, and station duty performance. He shall report thereon as required.
703. He shall formulate and put into practice a comprehensive administrative program, specifically adapted to the companies or units under his supervision.
704. He shall apportion station duties among subordinates and shall require these duties to be performed promptly and efficiently.
705. He shall be responsible for the cleanliness and maintenance of his station and for the apparatus, tools, equipment, and other department property assigned to or stored therein.
706. He shall cause a daily roll call to be taken at 8:00 a.m. each day or at other times prescribed by the Chief of the department, and report any imperfections or deficiencies to the Chief and cause the necessary data to be entered in the company journal.
707. He shall convey all orders and communications received during the previous tours-of-duty, and whenever necessary, convey other company instructions or information.
708. Immediately following roll call, he shall inspect for fire readiness the apparatus, tools, and equipment under his supervision, record in the company journal any imperfections or deficiencies, and then notify the proper authorities when necessary.
709. He shall require his personnel to remain on duty until the completion of their current tour-of-duty except as otherwise authorized.
710. He shall promptly respond with his companies to all alarms of fire or other emergencies assigned to him.

711. The first company officer to arrive at the scene of an emergency shall take charge of operations, and whenever necessary, order a greater alarm. He shall be responsible for all operations until relieved upon the arrival of a superior officer.
712. At a fire or other emergency, unless otherwise ordered by a superior officer, he shall remain with his company and take a suitable position in order to direct the work of his men.
713. He shall require company members to become proficient in their respective duties, he shall hold or cause to be held, company drills in accordance with the provided schedules and instructions in a manner which will develop coordination and efficiency in fire operations.
714. He shall diligently instruct or cause to be instructed newly appointed members and other probationary members assigned to their companies, and shall maintain accurate records for required probationary reports.
715. In the absence of regular drivers, pump operators or other members assigned to duties requiring particular skills, he shall designate only those members who are certified or otherwise qualified, to act in such positions.
716. He shall prescribe the driver's routes of travel, and when for any reason the apparatus is known to be off its normal or prescribed fire route, he shall direct the driver to proceed with extreme caution.
717. He shall maintain accurate time rolls for all members of the company in accordance with the orders of the Chief.
718. He shall be responsible for maintaining accurate company records and shall cause required routine reports to be prepared and forwarded.
719. He shall make or cause to be made in the company journal, proper entries of matters pertaining to the administration of his companies.
720. He shall require strict observance of state and city laws, ordinances and department rules and orders governing the operation of motor vehicles under his supervision.
721. Whenever traffic accidents involve motor apparatus or vehicles under his charge, he shall notify the dispatcher and be governed by the orders pertaining to accidents, personnel and equipment.

722. He shall permit the station under his jurisdiction to be used only for department business unless otherwise authorized by superior authority.
723. He shall not allow intoxicated or otherwise undesirable persons in or about the station.
724. He shall permit no lewd, suggestive or other undesirable printed matter to be displayed in or about the station or on the station bulletin board. Advertisements, communications, posters, circulars, etc., shall have authorization of the Chief before being displayed.
725. He shall require the personnel under his supervision to wear the prescribed uniforms.
726. He shall not permit personnel under his jurisdiction to sit or loiter in the doorways or on the street in front of the station under his command.
727. He shall cause to be kept an up-to-date roster of the home addresses and telephone numbers of all members of his company.
728. He shall perform such other duties as his superior officers may direct.
729. He shall acquire a thorough knowledge of the physical condition throughout the area. Such knowledge shall include:
- a. Structural conditions of buildings,
 - b. extraordinary hazards,
 - c. locations and functions of fire fighting systems, and auxiliary fire alarm systems,
 - d. water supply available for fire extinguishment.
730. He shall acquire an understanding of and be prepared to implement the department's mutual aid agreements.
731. He shall submit written recommendations to the Chief for improving fire protection, fire prevention, and for increasing the efficiency of the department.
732. He shall be responsible for additional administrative and operational staff duties and such other duties as may be assigned by the Chief.

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Labor Relations Bulletin

City Exhibit #10
route to

Copies to all Dept.
Needs please return
Original to me (file)

local government personnel institute

Volume II, No. 10
February 1, 1974

PERB INTERPRETS SUPERVISORY EMPLOYEE DEFINITION

While upholding a Board agent's decision that traffic and patrol division sergeants of the Corvallis Police Department are supervisors, (C-142) the Board has given light to its interpretation of the supervisory definition in Oregon's collective bargaining law. The definition taken from the private sector's National Labor Relations Act, except for the addition of the last sentence, reads:

"Supervisory employe" means an individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employes, or having responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection therewith the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. However, the exercise of any function of authority enumerated in this subsection shall not necessarily require the conclusion that the individual so exercising that function is a supervisor within the meaning of this 1973 Act.

In its conclusions of law (C-142) the Board states:

"The purpose of excluding supervisory employes from the bargaining unit is to separate from other workers those employes who are responsible for carrying out some of management's functions. The primary issue in this case is the application of the statutory tests found in ORS 243.711(14) against the duties assigned to certain employes to determine whether or not they are supervisors.

In argument, counsel gave special emphasis to the last sentence in the statutory definition of "supervisor" and the manner in which that sentence may modify the entire definition of "supervisor." The Board reads the last sentence in the definition of "supervisor" as intending to negate the inference that the statutory tests found in the definition must be applied on a disjunctive basis. The Board, then, has the authority to find that an employe is not a supervisor although he has more than one of the duties listed in ORS 243.711(14). Conversely, the statute gives the Board the authority to find that an employe is a supervisor if he or she has only one of the duties listed if, in the Board's judgment, the essence of the job, based upon the statutory tests, is that of a supervisor.

The statutory tests listed in ORS 243.711(14) should not be given equal weight. For example, the authority to give direction to other employes, even though it involves independent discretion and judgment may, by itself, be a weak measure of whether or not an employe is a supervisor. This, for example, should not be equated with the authority to discipline or to settle a grievance which are at the heart of the management function."

The Board goes on to indicate that it must look to the authority and duty assigned without reference to the extent that such authority and duties are exercised. Thus, they indicate that the critical question is: Do the employes have the authority and responsibility, to say, settle a grievance; not, are they spending a large part of their time in this function.

The interpretation leads to the conclusion that the three following statutory tests will be given special emphasis in supervisory status determination:

1. Authority and responsibility to settle grievances.
2. Authority and responsibility to discipline.
3. Authority and responsibility in promotion determination.

CONFIDENTIAL EMPLOYEE EXCLUSION

Oregon's Collective Bargaining Law defines "confidential employe" as follows:

"Confidential employe" means one who assists and acts in a confidential capacity to a person who formulates, determines, and effectuates management policies in the area of collective bargaining.

The following is a listing of some of the criteria that have been utilized in determining the confidential status of employes. Local governments should give consideration to these and possibly additional tests of the possible confidential nature of positions in their organization.

Model - Confidential Employes

On a regular basis, assists and acts in a confidential capacity regarding any or all of the following matters:

1. Collective bargaining contract negotiations (i.e. typing proposals, etc.)
2. Disposition of grievances
3. Instructions regarding employes' overtime allowances
4. Earnings adjustment
5. Rate changes
6. Reports concerning grievances
7. Maintains primary filing control of personnel records

MEDIATION - A USEFUL IMPASSE PROCEDURE

Oregon's collective bargaining law provides for mediation service through the state's mediation and conciliation service, a division of the Public Employe Relations Board. The service presently employs three full-time

Employee Grievance Procedure
1970

CITY OF MILWAUKIE - GRIEVANCE PROCEDURE
ADDENDUM TO THE NEGOTIATED CONTRACTS

City Exhibit #11

Section 1. Purpose of the Procedure:

(a) To improve employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided for by other regulations.

(b) To afford employees individually or through qualified organizations a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.

(c) To provide that grievances shall be settled as near as possible to the point of origin.

(d) To provide that appeals shall be conducted as informally as is possible.

(e) This format will supersede all other grievance procedures and must be followed in sequence by all employees prior to any other avenues of redress. Neither the Council nor the Civil Service Commission will hear appeals prior to this procedure being followed completely.

Section 2. Matters Subject to Grievance Procedure:

Any employee under Milwaukie Civil Service shall have the right to appeal, under this procedure, a decision affecting his employment over which his appointing authority has partial or complete jurisdiction and for which appeal is not provided by other regulations or is not prohibited.

Section 3. Informal Grievance Procedure:

Any employee who has a problem or complaint should first try to reconcile it with his or her immediate supervisor without any undue delay. If, after this discussion, he or she does not believe the problem to be satisfactorily resolved, he shall have the right to file a formal written appeal within five calendar days after receiving the informal decision from his immediate supervisor.

Section 4. Formal Grievance Procedure:

(a) First Level of Review:

An appeal shall be presented in writing to the employee's immediate supervisor, who shall render his decision and comments in writing and return this decision to the employee within a maximum of five calendar days after receiving the appeal. If the employee is not satisfied or does not agree with his supervisor's decision, or if no answer has been received after five days from his supervisor, the employee may make written appeal to his department head.

(b) Second Stage Review:

The department head shall upon receipt of a written grievance, call the employee in with his representative, if any, to discuss the grievance. The department head shall render his decision in writing back to the employee within five calendar days after receiving the appeal. Again if the employee does not agree with the decision reached, he must within five days after receipt of the department head's response file his appeal to stage three of the procedure, the City Manager.

(c) Third Stage Review:

The third stage level shall be the City Manager. At this level the grievance shall be reviewed by him and determined as to whether it fits the criteria of administrative responsibility, Civil Service, or Council policy decision. If either of the

latter, the City Manager shall immediately, by endorsement and containing the files of the grievance, process his thinking to the respective body. The Council or Civil Service Commission shall respond within 20 days, and if necessary call a special meeting to comply with the schedule requirements. If the problem is an administrative one the City Manager shall make the decision. If the aggrieved still does not feel that justice has been received he may appeal the Manager's decision to a Fact-Finding Committee, state four.

(d) Fourth Stage Review:

The fact-finding committee shall consist of three individuals knowledgeable in labor and management problems. A list of ten names shall be prepared, submitted equally by labor and management, from which the committee of three shall be chosen as follows: one member chosen by labor, one by management and one jointly agreed upon by both labor and management. This committee will hear and read all evidence, may call witnesses, and once its decision is made by majority decision, its recommendation to the City Manager shall be binding both upon him and the aggrieved. The Fact-Finding Committee shall make its report within 30 days.

Section 5. Conduct of Grievance Procedure:

(a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and the reviewer concerned.

(b) The employee may have the assistance of another person of his own choosing in preparing and presenting his appeal at any level of review as long as it is at his own expense.

(c) The employee and his representative may be privileged to use a reasonable amount of work time as determined by the appropriate Department Head in conferring about and presenting his appeal.

(d) Employees shall be assured freedom from reprisal for using the grievance procedures.

Agreed to on Aug 31, 1970.

Donald W. Graf
Donald W. Graf, Mayor

Smith
Bargaining Agents, Fire Department

Paul F. Helton
Paul F. Helton, City Manager

Richard House
Business Agent, Police and Public Works - Field

Chairman, Civil Service Commission

Ralph F. Mischler
Bargaining Agents, Milwaukee Employees Association

ARTICLE NO. 18

DISCIPLINE

1801. Discipline in the department shall be rigidly maintained. Penalties for violations and infractions of Rules, Regulations and other orders shall be impartially imposed commensurate with the extent and degree of the violation committed.
1802. All officers shall afford equal and impartial treatment to their subordinates without favoritism, and officers shall not attempt to deprive merit of due recognition, or to shield incompetency, misconduct, or negligence from disciplinary action.
1803. Company officers shall have authority to administer punishment for minor offenses in the form of admonishments, reprimands, the withdrawal of a member's privileges, and the assignment of extra on-duty company work, within the limits prescribed by the Chief of the department for minor offenses. Penalties imposed under this section shall be subject to review by the Chief on proper appeal.
1804. All penalties imposed by a company officer shall be subject to review by the Chief of the department.
1805. The findings of a company officer, whether guilty or not guilty, as charged, shall promptly be forwarded to the Chief of the department.
1806. In all cases where a company officer, as the result of an investigation, recommends that a member be dismissed, demoted, or suspended, the findings and recommendations of the officer shall be promptly delivered to the Chief for review. After review, the Chief will indicate his approval or disapproval by endorsement thereto and forward the case to the City Manager for his consideration and necessary action.
1807. Under circumstances where severe offenses such as intoxication, willful refusal to obey orders, or where the interest of the department would seriously suffer, commanding officers shall have the power to summarily relieve from duty any offending members under their command. Any commanding officer initiating action under this authority shall immediately notify his next superior officer and promptly prefer charges.

1808. Charges for the violation of Rules and Regulations, and Orders by either an officer or other member of the department will generally be preferred by the commanding officer of the member accused; however, charges may also be preferred by any one member against another.
1809. Formal written charges shall state the Rule, Regulation, Order or Directive violated, giving the number and section thereof where practicable. All formal charges shall be forwarded and the next ranking officer-in-charge advised of the action taken.
1810. Charges shall not be entertained against any member unless such charges are made within fifteen (15) days after the violation or the offense becomes known to the one preferring the charges.
1811. Any member charged with an offense and ordered to appear for a hearing before the Chief, shall be furnished with a copy of the charges and specifications of the alleged offense not less than twenty-four (24) hours prior to the hearing.
1812. Any member ordered to appear before the Chief may select another department member of his own choice to appear at the hearing to assist him in his defense, providing the member he selects is not a witness to the alleged offense, or the person preferring the charges.
1813. Any suspension, reprimand, or any other form of punishment imposed and as sustained by proper reviewing authority shall be recorded in the member's personnel file, and likewise, any citation or formal award for meritorious or heroic conduct of any member shall be recorded in his personnel file.
1814. No member shall knowingly give false testimony or make false statements for the purpose of influencing the outcome of any official disciplinary hearing, investigation, or procedure. After going through proper procedure and a member still feels he was given unjust punishment, he shall have the right to appeal through the grievance procedure.

CITY OF MILWAUKIE

Inter-Department Memorandum

September 6, 1974

TO: Harold L. Schilling, City Manager

FROM: Donald R. Jones, Chief of Police

SUBJECT: LIQUOR LICENSE APPLICANT Re: PENDERGRASS, Norris Samual
3110 Washington St.
Milwaukie, Oregon 97222

RALPH'S MARKET
2936 Washington St.
Milwaukie, Oregon 97222

Mr. Schilling:

A search of our records and those of adjacent agencies indicates that the above-named applicant has no criminal record or any record of liquor violations.

We have no objections to the approval of a liquor license for RALPH'S MARKET located at 2936 Washington Street, Milwaukie, Oregon.

We further have no objections to Norris Pendergrass being issued a license to do business as RALPH'S MARKET at the address of 2936 Washington Street, Milwaukie, Oregon.

Respectfully submitted,

Donald R. Jones
Donald R. Jones
CHIEF OF POLICE

P. Schilling

Agenda
WJD

H d

CITY OF MILWAUKIE

Inter-Department Memorandum

Date: 09-06-74

TO: ALL MALE PERSONNEL & RESERVE OFFICERS
FROM: Chief Donald R. Jones
SUBJECT: Officer Survival Training (MANDATORY)

On Thursday 09-26-74 and Thursday 10-03-74 between the hours of 1900 and 2200, this department will undergo survival training sponsored by the Federal Bureau of Investigation. Training is scheduled to be held in the Council Chambers of City Hall. Film and video tape will be shown as well as practical application and techniques in the search and handcuffing of felons. The City Manager and members of the Council are invited to attend.

Donald R. Jones
Donald R. Jones
Chief of Police

Gayle G. Easterday
Gayle G. Easterday
Police Sergeant

cc: City Manager

August 23, 1974

Milwaukee Fire Dept.
Milwaukee, Oregon 97222

Dear Sirs,

I would like very much to thank the men that answered a fire alarm at 1926 SE 33rd on Tuesday afternoon, August 20th.

They were very genuinely concerned and ever so helpful in every way.

We have been after our landlord for the last two months to fix our electrical sockets, and as a result of their concern, the fire marshal contacted our landlord, and our problem has now been taken care of.

I would like to again thank all of the men that helped me, but only know the name of one fellow, Grant Fulmore. Could you thank him, and ask him to thank the others for me as I'm sure he is well aware of all the men that helped out.

Thank you again ever so much.

Dorinda Owens

1926 SE 33rd

CLACKAMAS COUNTY COALITION OF SOCIAL SERVICES

825 Portland Avenue
Gladstone, Oregon 97027

July 25, 1974

Mayor and Council Members
Milwaukie City Hall
Milwaukie, Oregon 97222

Dear Mayor and Council Members:

At our July 15, 1974 board meeting it was unanimously moved to amend our by laws to add an article #7.

Membership in the Board of Directors of the Clackamas County Coalition of Social Services is limited to elected officials of the cities and county participating.

It was the feeling of the Board that this action would encourage more direct participation in the Coalition by the elected representatives of the people. If an elected official is unable to attend a Coalition Board meeting, the elected official may send a representative. However, only an elected official may vote on matters coming before the Board.

At this same meeting the Board unanimously agreed to continue the Coalition and to retain the identity of the Coalition in working towards solving the "people" problems of our communities. Your help and support is needed and appreciated.

Sincerely,

Cherie Sutton

Cherie Sutton
Secretary



DEPARTMENT OF ENVIRONMENTAL QUALITY

1234 S.W. MORRISON STREET • PORTLAND, ORE. 97205 • Telephone (503) 229- 5696

TOM McCALL
GOVERNOR

MEMORANDUM

DIARMUID F. O'SCANNLAIN
Director

TO: *Mayor & City Council*
FROM: Water Quality Division - Municipal
SUBJECT: *S. Milwaukie S.T.P.*

DATE: SEP 5 1974

A field inspection was conducted by personnel from this office at your sewage treatment facility on 7-31-74 at 10:45 by J. Lawrence

Sample No.	Type of Sampling	Analysis to be Performed	Location of Sampling
<i>1</i>	<i>Grab</i>	<i>Bacteriological</i>	<i>final Weir</i>

The results of the analysis of the samples are as follows:

Sample No.	Results
<i>1</i>	<i>chl @ 1.8</i> <i>Total Coliform < 100 - fecal Coliform < 100</i>

Field Observations

clear - no odors -

The results of the survey samplings on the above date are satisfactory at this time.

The results of the survey samplings on the above date indicate a need for corrective action with respect to _____ before _____ . Please contact _____

cc: Plant Operator

CIRCUIT COURT FOR CLACKAMAS COUNTY
Court House
Oregon City, Oregon

Date: September 10, 1974

Re: ASSIGNMENT OF TRIAL HEARING
(Civil)

Plf. Mr. John C. Caldwell
Attorney at Law
P. O. Box 667
Oregon City, Oregon 97045

No. 87454
Leonard B. Mullan et al

-vs-

Donald W. Graf, et al

Def. Mr. Myer Avedovech
Attorney at Law
926 Main Street
Milwaukie, Oregon 97222

WRIT OF REVIEW

L _____ E _____

hearing
Please be advised that the ~~XXXX~~ of the above entitled cause
will be held on Wednesday, the 2nd, day of October,
19 74, at the hour of 2:00 p.m.

Other interested counsel, as indicated, are so advised by a
copy of this notification this day mailed to them.

Sincerely yours,

CIRCUIT COURT

Petitioners will have until the
25th day of September, 1974, to
file any additional memoranda if
desired and respondents will have
until the time of trial.

By Mona Heilman
Docket Clerk

No memoranda may be submitted at
or subsequent to time of hearing.

NOTE: NO CONTINUANCE OR CHANGE
OF TRIAL DATE on account of a
conflict with the trial docket
of another court OR FOR ANY
REASON will be allowed unless
application therefor is made not
less than 10 days subsequent to
receipt of Assignment of Trial.

HOWARD J. BLANDING
Judge

DALE JACOBS
Judge

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF CLACKAMAS

3 LEONARD R. MULLAN, LESLIE R.)
4 PEAKE, RICHARD A. SAMUELS,)
5 L. A. DENNIS, GEORGE TENNEY,)
6 HERMAN W. SHEHLSSEN, and LOUIS)
7 MULLER,)

8 Plaintiffs,)

9 vs.)

10 DONALD W. GRAF, BILL E. HUPP,)
11 ROBERT G. STOCHOSKY, WILLIAM)
12 M. KELLER, JOY BURGESS, and)
13 RUTH E. FRIESEN,)

14 Defendants.)

No. 87454

MOTION FOR CHANGE OF
HEARING DATE
ORDER FOR CHANGE OF
HEARING DATE

15 Defendants respectfully move the Court for a change of hearing date in the above
16 case, from Wednesday, October 2, 1974, to any later date other than a Wednesday, for
17 the reason that the attorney for defendants is the city attorney for the city of Milwaukie,
18 Oregon, and Wednesday is the official municipal court day in Milwaukie, and trials have
19 been set for every Wednesday from October 2 through December, 1974.

20 _____
21 Myer Avedovech, Attorney for Defendants

22 It is so ordered.

23 _____
24 Circuit Judge

25 Date : _____

Info Council Hi
(Signature)



STATE OF OREGON

SUPREME COURT

SUPREME COURT BUILDING • SALEM, OREGON 97310 • TELEPHONE 503-778-6022

LOREN D. HICKS
State Court Administrator

September 4, 1974

Mr. Gary M. Bullock
Attorney at Law
1400 Standard Plaza
Portland, Oregon 97204

Mr. Edward J. Sullivan
Attorney at Law
Room 401, Administrative Building
Hillsboro, Oregon 97123

Re: Baker v. City of Milwaukie

Gentlemen:

The Supreme Court has today allowed the motion of the Oregon Environmental Council and the Oregon Chapter of the American Institute of Planners to file a brief as amici curiae in the above-entitled matter. Counsel for the amici will be allowed to share the petitioner's time at oral argument.

Very truly yours,

JDS
J. David Gernant
Legal Counsel

JDS:mr

cc: Mr. Steven R. Schell, Atty
Mr. Myer Avedovech, Atty

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF CLACKAMAS

MARVIN F. LINES,)	
)	
Plaintiff,)	
)	No. 76998
vs.)	
)	MEMORANDUM OPINION
CITY OF MILWAUKIE, a municipal)	
corporation, et al,)	
)	
Defendant.)	

This matter came on to be heard upon motion of the plaintiff for an order determining the amount of his judgment against the defendant for loss of pay, compensation and special privileges as provided in the judgment entered herein on November 30, 1972, which judgment was affirmed by the Court of Appeals of the State of Oregon as shown by the mandate entered herein January 18, 1974, and the court having considered the memoranda submitted by respective counsel, now therefore,

THE COURT IS OF THE OPINION that the plaintiff lost by reason of his dismissal as a firefighter for the City of Milwaukie gross wages in the sum of \$28,324.50 but that during the period of his dismissal he earned from other sources the sum of \$14,063.45 and is, therefore, entitled to be reimbursed for lost wages in the sum of \$14,261.05.

THE COURT IS OF THE OPINION that inasmuch as the plaintiff is to be paid the above sum for periods during which he did not in fact work for the City of Milwaukie, he is not entitled to receive additional sums for vacation pay.

Interest on sums due to the plaintiff in accordance with the judgment of this court and this opinion are payable to the plaintiff at the rate of six per cent per annum as follows:

Sums for periods prior to November 30, 1972 and accumulated to that date bear interest from such date.

Sums which, except for Mr. Lines' dismissal, would have been paid to him subsequent to November 30, 1972, will bear interest from the date on which the wage or other benefit payment would normally have been made.

IT IS THE OPINION OF THE COURT that the defendant, City of Milwaukee, is obligated to deduct from gross salary payments appropriate sums as withholding for federal income tax, state income tax, and Social Security in accordance with the rules of the appropriate agency and to pay said sums to the account of the plaintiff with the appropriate agency. No sum should be deducted for Workmen's Compensation for the period of the dismissal or for unemployment tax.

The defendant should deduct from gross sums due the plaintiff the amounts due the Public Employees Retirement Fund and pay said sums to that agency to be credited to plaintiff's retirement account in accordance with the rules of such retirement plan.

The defendant, City of Milwaukee, is obligated under the union contract to make certain payments on account of dental and medical insurance plans. It is the opinion of the court that the obligation of the defendant to the plaintiff is to pay to him an amount equivalent to the sum it would have paid to the insurance plan during the time of the dismissal. It is not the City's obligation to reimburse the plaintiff for sums he actually expended for dental and health care during the period of dismissal since he could have obtained other insurance had he desired to do so.

Plaintiff is entitled to have established the accumulated sick leave in accordance with the terms of the agreement between

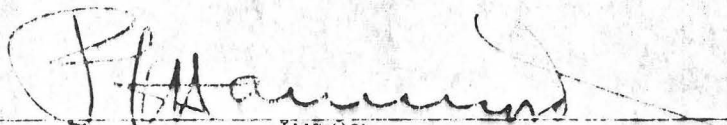
the firefighters Local No. 1159 and the City of Milwaukie for the period in question. No deduction should be made in such computation for the normal amount of sick leave used by the plaintiff in preceding years. The accumulation of sick leave does not involve monetary reimbursement at this time.

While the plaintiff may on occasion have worked "call shifts" during the period of his dismissal, there appears to be no criteria by which it can be determined what, if any, of such overtime work he would have received and there is no basis for monetary reimbursement for the loss of such extra work.

Plaintiff should now have the opportunity to take examinations for promotions to higher rank that he would have been entitled to take had it not been for his dismissal and, based upon the score developed by such examination, he should be placed upon the eligibility list for future promotion in accordance with standards set forth by the Civil Service Commission of the City of Milwaukie. Plaintiff is not entitled to displace firefighters or officers promoted during the term of his dismissal.

Unless it shall appear that the taking of testimony is necessary to determine the exact amounts payable in accordance with the above, a judgment may be entered in accordance with this opinion. Mr. Bennett will prepare such a judgment.

DATED this 4 day of September, 1974.


JUDGE

COALITION OF SOCIAL SERVICES

Meeting Minutes

September 5, 1974

The meeting was called to order at 7:40 A. M. by Chairman Tom Telford.

Minutes of July 11, 1974 and August 1, 1974 were read and approved.

A letter from the Gladstone City Council urging the support of the Coalition was read. This letter was sent to all cities of Clackamas County.

Joe Cooney, Tom Telford, Suzanne VanOrman and Cherie Sutton gave reports on their presentations to the various city councils.

Del Smith, Clackamas County Manpower director gave a run down on the Manpower Program -- it's history, goals, objectives and operational methods. Del said possible financial assistance could come from Manpower funds into the Youth and Retarded Citizen Programs. This will be firmed up later.

Requests for funds were presented by the following:

CPL	\$ 450.00
Youth Commission	500.00
Legal Aid	1,063.55

A motion passed to pay these requests from carry over funds. However, these are charged out against 1974-75 funding.

There was discussion of the method of allocation of pledged funds. It was decided that a meeting would be held October 3rd, for the sole purpose of determining the formula for distribution of funds.

Mayor Roth of Canby asked that the Coalition come to cities earlier next year, When budgets are being formulated.

It was noted that pledges have been made for about \$49,000 from the cities and county thus far.

Carl Woods commented that the Human Resources Advisory Board should have 3 members elected from the Coalition Board members. A discussion was held on this matter, but no action was taken.

It was decided that copies of the Coalition minutes be sent to all the cities of Clackamas County - also a quarterly report showing disbursements.

Coalition of Social Services
Meeting Minutes
September 5, 1974
Page 2

Budget requests were again discussed. Representatives from Molalla Loaves & Fishes and the Clackamas County Children's Commission made the following requests:

Loaves & Fishes	\$250.00
Children's Commission	873.75

A motion was made to allocate the funds and also charge these allocations out against 1974-75 funding for these agencies.

A discussion was held about again approaching those cities that have not yet formally pledged (Molalla, West Linn, Oregon City, Estacada). It was decided to send them a letter and also for team members to again visit their City Councils to answer questions and seek their firm support and financial pledge.

The next regular meeting will be October 3, 1974.

September 10, 1974

Hal:

Please accept this as my letter of resignation effective September 20, 1974.

As you know, I have accepted a planning position with CRAG beginning October 1, 1974.

I find it very difficult to express my feelings in this form about leaving a City, a staff and a job which has been such a big part of my life for the last two and a half years.

I know I have learned a great deal and appreciate the support and encouragement I have received from the Planning Commission, City Council, staff and citizens in the things we have attempted to accomplish. I feel we have done a great deal, but am sorry that we were not able to do more.

I am especially encouraged by the fact that the City is now in a position to provide a "Planning Department" of more than just one individual. I have continually expressed the importance of this and if the job I did in any way had any influence on accomplishing this end I feel rewarded.

I have also very much appreciated your administration of the City to this point. The plans and programs you have started have already and will continue, I'm sure, to improve the image of the City in the eyes of its citizens and will serve to bring about more involvement with their local government.

I regret we did not have more time to work together.

Rod

Rod

COLUMBIA REGION ASSOCIATION of GOVERNMENTS

6400 S.W. CANYON COURT
PORTLAND, OREGON 97221

(503) 297-3726

*City Couldn't Possibly
Authority Responds with any
Degree of City Feeling AT this time
Joy will attend*

*- Paul
Wayne
Comments - Not
Council agenda
(Paul)*

September 4, 1974

Mayor Donald Graf
City of Milwaukie
926 Main Street
Milwaukie, Oregon 97222

SUBJECT: JOHNSON CREEK: LOCAL PROBLEMS AND CONSTRAINTS

Dear Mayor Graf:

The CRAG Board of Directors has instructed the CRAG Staff to analyze the need for, feasibility and impact of a building moratorium in the Johnson Creek Drainage Basin. The Board is anticipating a report and recommendation at their September 19th meeting.

Recognizing the need to evaluate all the potential impacts of a moratorium, the CRAG Staff is requesting written input from the affected jurisdictions. We would encourage the participation of all the various bureaus, departments and divisions under your authority, including legal counsel. Any information that addresses the points in the report outline attached would be helpful. We want to make a recommendation to the Board that responds to as many of your needs and constraints as possible.

Because of the September 19th deadline, we would appreciate a reply by September 13, 1974. If you have any questions, please contact Terry L. Waldele at 297-3726. Thank your for your cooperation.

Sincerely,

Larry Rice
Larry Rice
Executive Director

LR/caf
enclosure

cc: Commissioner James Gleason, Multnomah County
Commissioner Fred Stefani, Clackamas County
Mayor Al Meyers, City of Gresham

Culver Construction Co. GENERAL CONTRACTORS

3701 S. E. BELMONT STREET • PORTLAND, OREGON 97214 • PHONE 233-4717

September 10, 1974

City Council
City of Milwaukie
926 Main Street
Milwaukie, Oregon 97222

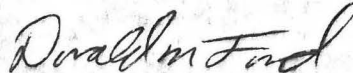
Dear Council:

We are requesting your help in obtaining city water. We have talked to Wayne Daigle a number of times about obtaining this water. Mr. Daigle tells us the water lines have been planned for some time and that material is on hand to build the line. The problem seems to be Mr. Walt Nutting, the property owner who is unwilling to deed an easement across his property.

The property is located on S.E. McLoughlin with Kellogg Lake to the East and Short street to the South (see enclosed map). A new sewer has been built and is available. The property is zoned for apartments. Water for fire protection and resident usage is the major problem holding up development of the site.

Will you assist us in obtaining the needed water supply? Please advise us of what you can do and how we might help in securing the water.

Yours respectfully,



Donald M. Ford
Director of Planning and Design

DMF/sl

KELLOGG
LAKE

88

8' 6" STUBOUT

87

86

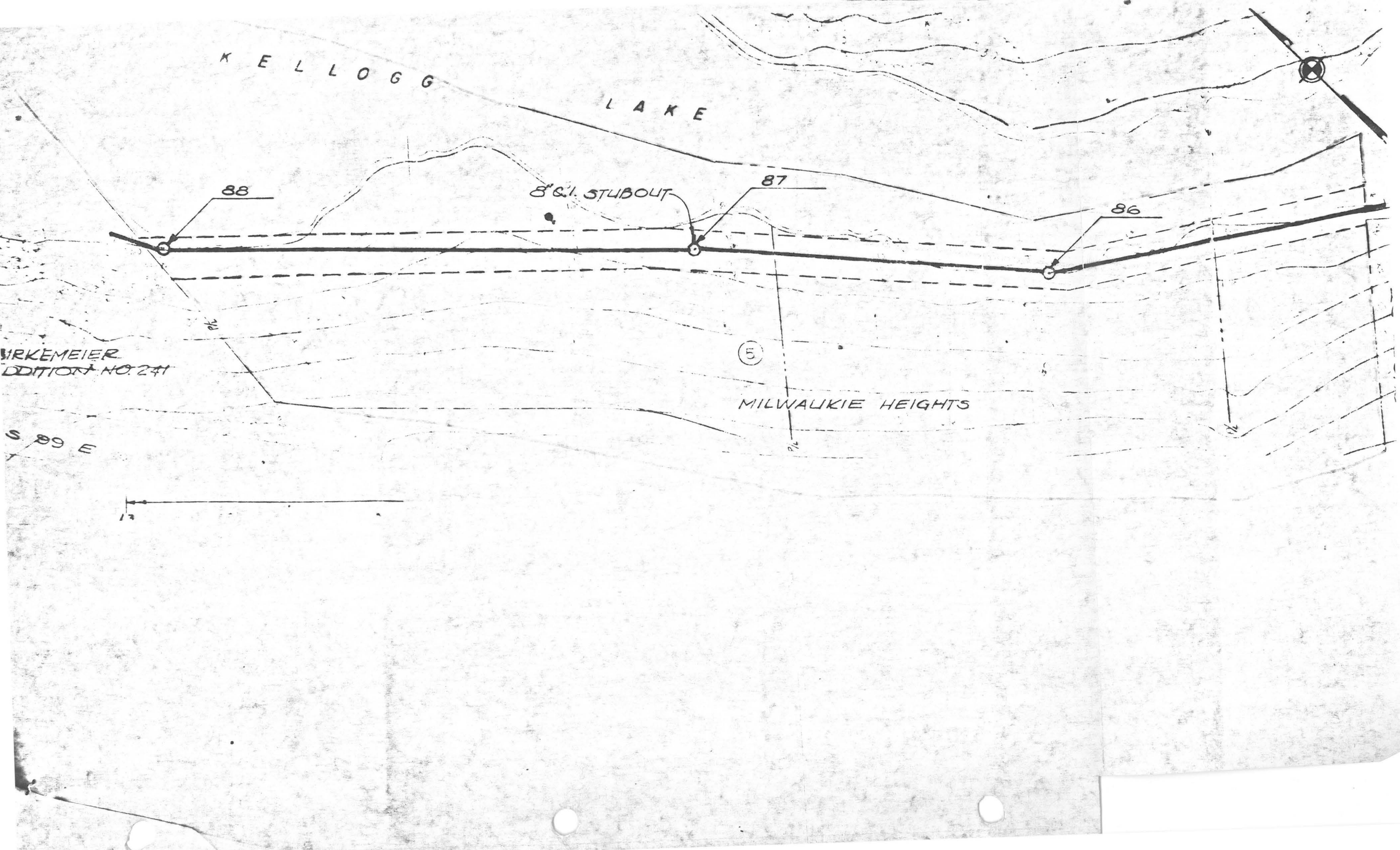
BRKEMEIER
ADDITION NO. 241

(5)

MILWALKIE HEIGHTS

S 89 E

13



only
1st Reading 9-16
Move to 2nd Reading AT Next meet

ORDINANCE NUMBER 1300

AN ORDINANCE AMENDING ORDINANCE NUMBER 1021, RELATING TO TRAFFIC CONTROL, AND DECLARING AN EMERGENCY.

THE CITY OF MILWAUKIE DOES ORDAIN AS FOLLOWS:

Section 1. That Ordinance Number 1021 is hereby amended by repealing Sections 25, 26, and 27 thereof, and renumbering the following sections accordingly.

Section 2. It is hereby adjudged and declared that existing conditions are such that this ordinance is necessary for the immediate preservation of the public health, peace, safety and best interests of the inhabitants of the City of Milwaukie, Oregon, therefore an emergency is hereby declared to exist, and this ordinance shall take effect and be in full force and effect from and after its passage by the Council and signing by the Mayor.

Read the first time this 16th day of September, 1974, and moved to second reading by majority vote of the City Council.

Read the second time and adopted by the City Council this 7th day of October.

Signed by the Mayor this 7th day of October, 1974.

Donald W. Graf, Mayor

ATTEST:

Dorothy E. Farrell, Recorder

Approved as to form:

Myer Avedovech, City Attorney

Council Agenda
10 Sept. 74
(Signature)

86

CITY OF MILWAUKIE

Inter-Department Memorandum

September 10, 1974

TO: Harold L. Schilling, City Manager
FROM: Donald R. Jones, Chief of Police
SUBJECT: REGIONAL NARCOTIC CONTRACT - RECOMMENDATION

Mr. Schilling:

Please find attached the Regional Narcotic Contract with the City of Portland. I have reviewed the contract with Captain Fontana, Project Director of the program, and we will receive the continued service that we have had in the past under the federally funded Regional Narcotic Enforcement Program. As you know, the federal funds were terminated for the fiscal year 74/75, and if the enforcement program is to continue, the participating agencies must support the program in a financial manner. We have experienced a very successful working relationship with the Regional Narcotic Enforcement Unit, and I would recommend that the contract be approved for 74/75.

Respectfully submitted,

Donald R. Jones
Donald R. Jones
CHIEF OF POLICE

Cost?

approval Recommended
H. Schilling

DRJ/ck
Attachment

August 6, 1974

CONFIDENTIAL

BUREAU OF
POLICE
RECEIVED
MAY 1974

B. J. OSBURN
CHIEF OF POLICE

222 SW
PORTLAND, OREGON 97201

Dear Sir:

Enclosed is your jurisdiction's agreement for continuation of operation and funding of the Regional Narcotics Drug Control Unit for the fiscal year 1974/75. At this time we plan to continue the program in the City of Portland, Clackamas County and Washington County.


Please complete your portion by affixing the indicated signatures in the endorsed and approved portion of this agreement and return them as soon as possible to Captain Paul V. Fontana, Special Investigations Division, 222 SW Pine, Portland, Oregon. Your immediate action is necessary for the continuation of the program in your area.

If you have any questions regarding the contract or procedure, please call Mr. John W. Osburn at 228-4047 or Captain Paul V. Fontana at 226-7551 extension 421.

Thank you for your immediate attention.

Sincerely,

JOHN W. OSBURN
City Attorney
City of Portland


By: PAUL V. FONTANA, Captain
Commanding
Special Investigations Division

RES:dh

We Approve unam.

What Actually is Involved Here??

*This is Provided for in Budget
of the \$2,896.00 Cost*

A G R E E M E N T

THIS AGREEMENT is entered into by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, herein called "Portland," and MILWAUKIE POLICE DEPARTMENT, Milwaukie, Oregon, hereinafter called MILWAUKIE POLICE.

THE PARTIES RECITE:

A. It is the desire of Portland to continue to provide assistance and support to the four-county metropolitan area (including Multnomah, Clackamas, Washington and Columbia Counties and the cities therein) law enforcement agencies and narcotics investigators in suppressing illicit narcotic and dangerous drug traffic in the metropolitan area to the extent that the respective law enforcement agencies may request or desire such assistance. In continuing to provide such support and assistance, Portland desires to reinforce and expand the good rapport and working relationships with the respective law enforcement agencies of the metropolitan area.

B. In common with other governmental bodies which execute the counterparts of this agreement, MILWAUKIE POLICE desires to receive on request the assistance of Portland in narcotics and dangerous drugs law enforcement.

C. Heretofore, the Columbia Region Association of Governments had received a federal grant for a Narcotics and Dangerous Drug Control Unit. Those funds are no longer available, but the parties desire that Portland continue to maintain and administer a program known as the Regional Narcotics and Drug Control Unit, to be financed by contributions from the participating governments.

D. This agreement is entered into pursuant to ORS 190.010 to 190.030 and ORS 266.345.

THEREFORE, in consideration of the covenants herein contained, and the execution of counterparts of this agreement by other cooperating governmental bodies, the parties agree:

1. Portland will continue operation of the Regional Narcotics and Dangerous Drug Control Unit with the Objectives of the project as follows:
 - (a) Reduction of the number of narcotics and dangerous drugs available in the region, emphasizing apprehension of traffickers of dangerous or addictive drugs;
 - (b) Increase in inter-agency cooperation in enforcement of drug statutes;
 - (c) Maintenance of region-wide, centralized drug intelligence files; and
 - (d) Provision of an educational component for public and officers in the detection and operation of a drug control unit.

2. The Regional Narcotics and Dangerous Drug Control Unit shall be supervised by Portland, through its Chief of Police, and shall essentially consist of a program utilizing officers of the Portland Police Bureau who are trained in narcotics investigation to assist participating jurisdictions in uncovering unlawful wholesale and retail narcotics and dangerous drug traffic and in prosecution of offenders.
3. The Regional Narcotics and Dangerous Drug Control Unit shall supplement and assist cooperating law enforcement agencies in the metropolitan area in their narcotics problems, but such agencies shall retain the full scope of responsibility for law enforcement in narcotics problems in their respective areas. The unit will ordinarily extend assistance to law enforcement agencies only upon request.
4. Such leads as may be developed by the Portland Police Bureau, which require investigation outside the City of Portland, will be pursued by the unit as procedures and considerations for appropriate investigation require. Local law enforcement agencies will be notified as soon as possible in such investigation of the nature thereof and law enforcement officials will extend such cooperation and aid as is available to them and is requested by the unit. The local Chief of Police or Sheriff shall be responsible for all arrests within its jurisdiction where feasible, and shall be responsible for public information regarding the activities of the unit in his jurisdiction. Such public information shall be coordinated with the unit, so as not to interfere or impede its present or future activities.
5. There shall be established an Advisory Board to assist the Portland Chief of Police or his delegate in the implementation of this project. The Advisory Board shall consist of representatives of law enforcement agencies executing copies of this agreement. Each participating agency shall have one vote. General priorities will be set by the Advisory Board to the end that the manpower and resources available may be used more effectively. Requests for case assistance or support will be honored by Portland as priority and time will permit.
6. Portland will maintain management and fiscal responsibilities for the operation of the unit, and will provide quarterly reports to the Advisory Board on the activities of the unit, which will include a breakdown of the man hours expended by the unit in each of the participating jurisdictions. MILWAUKIE POLICE shall upon execution of this agreement, pay to Portland the sum of \$2,896.00 in payment for the services to be provided by the unit, in four quarterly installments payable on the date of execution of this agreement; October 1, 1974; January 1, 1975 and April 1, 1975.

It is understood that all participating parties within cities of Clackamas County will make payment directly to Clackamas County, which will transmit the funds to Portland.

7. Portland shall save MILWAUKIE POLICE, its officers, agents and employees harmless from all claims which may arise by reason of any act of Portland, its officers, agents or employees, in the performance of duties pursuant to this agreement. MILWAUKIE POLICE shall save Portland, its officers, agents and employees harmless from all claims which may arise by reason of any act of MILWAUKIE POLICE, its officers, agents or employees, in the performance of duties pursuant to this agreement.
8. The rendition of services standards of performance, discipline of officers and employees and other matters incident to the performance of such service and control of personnel shall remain in the jurisdiction normally exercising such control notwithstanding this agreement. No person employed or otherwise acting in the performance of services and functions pursuant to this agreement shall assume additional salary, pensions, status or rights solely by virtue of this agreement, nor shall any officer or employe or employee of one contracting party be deemed, for purposes of this paragraph, to be an employee of the other contracting party.

This agreement shall cover the period from July 1, 1974 through June 30, 1975.

WHEREFORE, the parties have authorized this agreement to be executed with Portland acting through its Mayor and Auditor and pursuant to Ordinance No. _____, and MILWAUKIE POLICE acting through its Administrator pursuant to its _____.

DATED this _____ day of _____, 1974.

CITY OF PORTLAND

Approved as to form:

X

City Attorney

By _____
Mayor

By _____
Auditor

MILWAUKIE POLICE DEPARTMENT

By [Signature]

CITY MANAGER (Title)

By [Signature]

Chief of Police (Title)

Endorsed and approved:

(Title)