



Eugene City Council

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www.eugene-or.gov

EUGENE CITY COUNCIL AGENDA

February 17, 2021

12:00 p.m. CITY COUNCIL WORK SESSION

Due to Governor Kate Brown's Stay Home, Save Lives Executive Order to combat the spread of Covid-19, this meeting will be held remotely using virtual meeting technology. Information about online or other options for access and participation will be available at <https://www.eugene-or.gov/3360/Webcasts-and-Meeting-Materials>

**Meeting of February 17, 2021;
Her Honor Mayor Lucy Vinis Presiding**

Councilors

Jennifer Yeh, President
Mike Clark
Randy Groves
Emily Semple

Claire Syrett, Vice President
Greg Evans
Matt Keating
Alan Zelenka

12:00 p.m. CITY COUNCIL WORK SESSION

- 1. WORK SESSION: 2020 Census and Ward Population Update**
- 2. WORK SESSION: Interim Police Auditor**

For the hearing impaired, an interpreter can be provided with 48 hours' notice prior to the meeting. Spanish-language interpretation will also be provided with 48 hours' notice. To arrange for these services, contact the receptionist at 541-682-5010. City Council meetings are telecast live on Metro Television, Comcast channel 21, and rebroadcast later in the week.

El consejo de la Ciudad de Eugene agradece su interés en estos asuntos de la agenda. El lugar de la reunión tiene acceso para sillas de ruedas. Se puede proveer a un intérprete para las personas con discapacidad auditiva si avisa con 48 horas de anticipación. También se puede proveer interpretación para español si avisa con 48 horas de anticipación. Para reservar estos servicios llame al 541-682-5010. Las reuniones del consejo de la ciudad se transmiten en vivo por Metro Television, Canal 21 de Comcast y son retransmitidas durante la semana.

For more information, contact the Council Coordinator at 541-682-5010
or visit us online at www.eugene-or.gov.

EUGENE CITY COUNCIL AGENDA ITEM SUMMARY



Work Session: 2020 Census and Ward Population Update

Meeting Date: February 17, 2021
Department: Central Services
www.eugene-or.gov

Agenda Item Number: 1
Staff Contact: Jason Dedrick
Contact Telephone Number: 541-682-5033

ISSUE STATEMENT

Every 10 years, the Eugene City Council examines the population of City Council wards, based on the results from the U.S. Census. Data from the 2020 Census will be available in the coming months, and federal, state and local districts will all be addressing potential boundary adjustments to accommodate population changes. This work session provides Council an opportunity to begin discussions on the council role, criteria, public engagement process, and schedule that will guide the development of scenarios and eventual decisions.

BACKGROUND

The basic purpose of this process is to ensure that each ward has approximately equal population distribution. In 2001 and 2011, the council as a whole performed the necessary work. In 2011, the public engagement process included a public forum, meetings with neighborhood and civic groups, a website with data and interactive maps, an online survey, regular updates to an interested parties list, and formal public hearings.

In 2011, the council adopted the following criteria to guide development of boundary options:

- A population range difference of 3 percent, plus or minus, among wards
- Work with 2010 U.S. Census data and do not assume potential growth
- Develop scenarios that consider geographic and neighborhood features and strive for relative compactness and contiguity without rigid adherence to these characteristics
- Provide demographic information with scenarios to support consideration of potential impacts

While not adopted as formal criteria, several councilors suggested that options should neither “protect nor punish” incumbent elected officials (City Council, EWEB) and should strive for modest rather than wholesale change. Individual councilors asked that options also consider socioeconomic status (communities of interest) and try to avoid further splitting up neighborhood associations.

Attachment A provides a draft schedule for this process. While initial work on the council process, criteria and public engagement approach can proceed, the remainder of the timeline will be dependent on when census data is received, as delays are anticipated. In the past, final decisions

February 17, 2021, Work Session – Item 1

have been made by December 31 (October 24 in 2011).

Attachment B outlines the options for the council role, public information, and public engagement. The framework for public information and engagement will depend in part on the decision-making process Council chooses. A summary of residential building data and location map from the last 10 years is provided in Attachment C. Although this doesn't reflect population shifts among the wards, permitting data does provide a snapshot of new residential development in recent years and where population growth may have occurred.

PREVIOUS COUNCIL DIRECTION

This is the first work session regarding the 2020 U.S. Census data and ward boundaries.

Previous Council direction was associated with the 2011 process described above.

COUNCIL OPTIONS

Options for the project timeline, public engagement, and process oversight are described in the attachments.

ATTACHMENTS

- A. Draft Timeline
- B. Process and Public Engagement Options
- C. Residential Building and Location Map, 2011-2021
- D. Current Ward Boundary Map

FOR MORE INFORMATION

Staff Contact: Jason Dedrick
Telephone: 541-682-5033
Staff E-Mail: jdedrick@eugene-or.gov

2021 Ward Population Update Draft Timeline

Time Frame	Possible Steps & Decision Points
February 17, 2021	Initial Eugene City Council work session to share information, identify issues, and discuss general approach.
Late winter/early spring	Review and agree on boundary adjustment criteria. Provide information and obtain public input on criteria.
Late spring	Review 2020 U.S. Census data.
Late spring/early summer	Council provides direction to staff on ward boundary options. Provide information and obtain public input on options.
Summer/early fall	Review options for ward boundaries.
Fall	Council provides direction on boundary revisions or new ward options. Provide information and obtain public input on suggested boundary revisions.
Fall	Prepare ordinance and map.
Before December 31, 2021	Adopt new ward boundaries.

2021 Ward Population Update Process and Public Engagement Options

Process Oversight Options

- Council provides direction for tasks, schedule and scenarios
- Council subcommittee studies issues and provides recommendations
- Ad hoc committee formed with invited membership to advise staff and council

Public Information Options

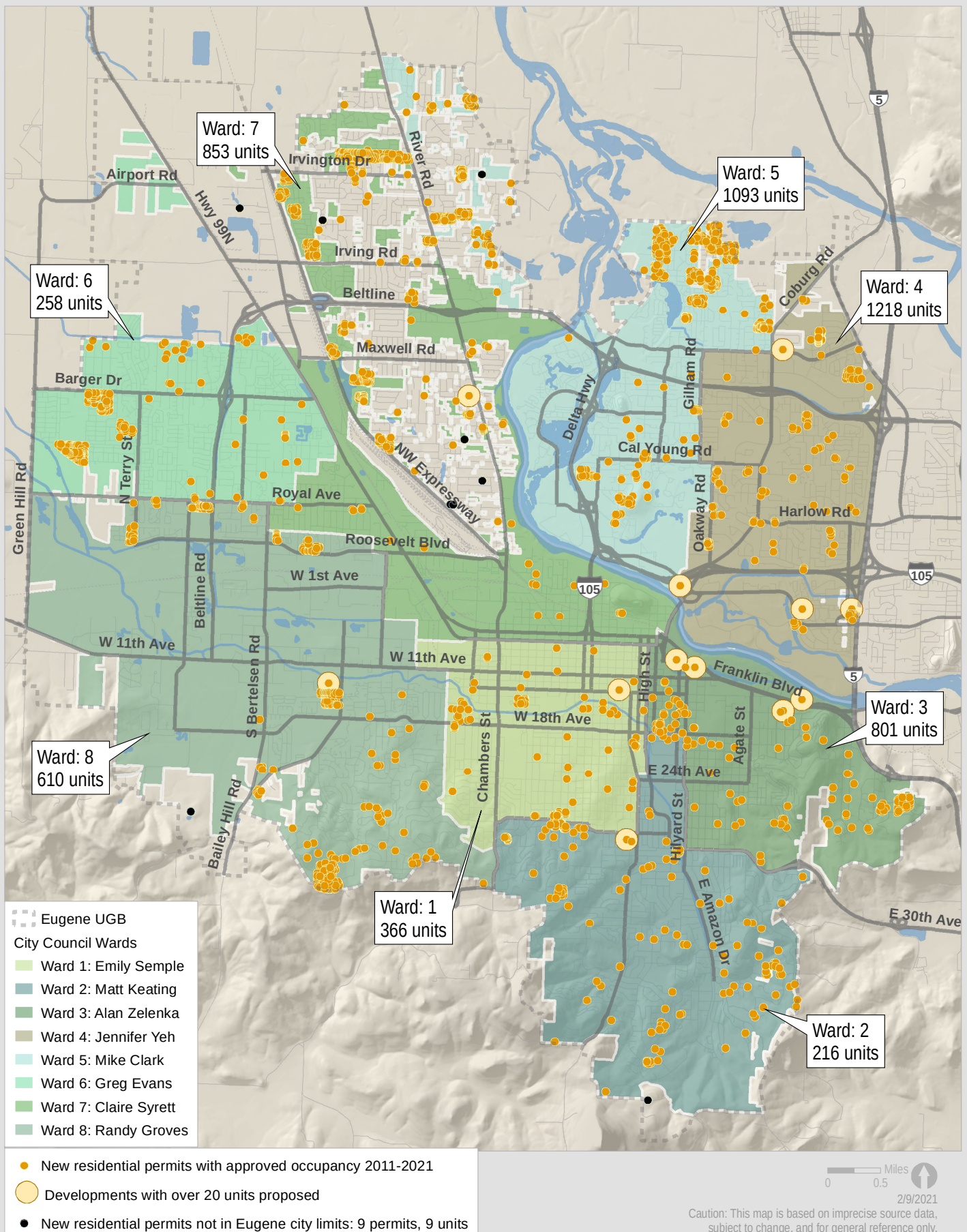
- City web page – population and voting data, interactive maps and links to relevant sites, up-to-date information on public meetings, legal requirements and legal challenge options, redistricting timeline
- Information handouts for City offices, etc.
- Interested parties list for news releases, meeting notices and information handouts
- Articles for neighborhood newsletters
- Presentations to civic organizations and neighborhood associations (City Council and/or staff)

Public Engagement Options

- Public forum(s) before key council decisions (such as boundary adjustment criteria)
- Public hearing before council adoption of new ward boundaries
- Online surveys (ward boundary options)



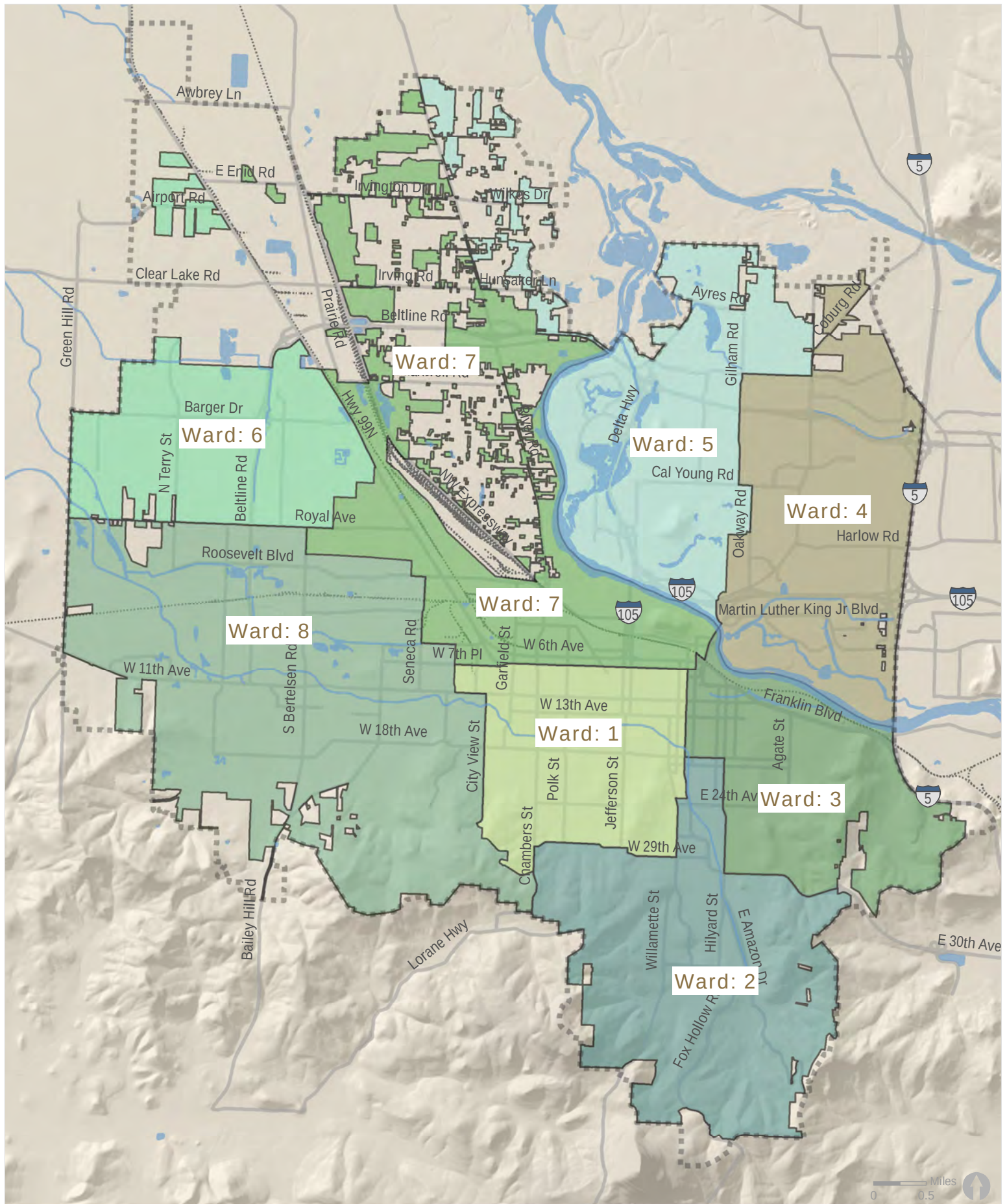
City of Eugene Residential Permits 2011-2021





Eugene City Council Wards

Attachment D



1/5/2021

- | | | |
|----------------------|----------------------|-----------------------|
| Eugene UGB | Ward 3: Alan Zelenka | Ward 6: Greg Evans |
| Ward 1: Emily Semple | Ward 4: Jennifer Yeh | Ward 7: Claire Syrett |
| Ward 2: Matt Keating | Ward 5: Mike Clark | Ward 8: Randy Groves |

EUGENE CITY COUNCIL AGENDA ITEM SUMMARY



Work Session and Possible Action: Interim Police Auditor

Meeting Date: February 17, 2021
Department: City Attorney's Office
www.eugene-or.gov

Agenda Item Number: 2
Staff Contact: Kathryn Brotherton
Contact Telephone Number: 541-682-8447

ISSUE STATEMENT

This work session and potential action item is to discuss the appointment of an Interim Police Auditor to serve in the position until permanently filled by the City Council.

BACKGROUND

Mark Gissiner has announced his February 26, 2021, retirement from his position as the City Police Auditor. The City Council must appoint an Interim Police Auditor to serve in the position starting at 5:01 p.m. on February 26, 2021, until the council hires someone to permanently fill the position.

Council President Jennifer Yeh has met with Deputy Police Auditor Leia Pitcher to discuss Ms. Pitcher's interest in serving as the Interim Police Auditor. Ms. Pitcher expressed that she is very interested in serving as the Interim Police Auditor and, if offered the position, she would agree to sign the employment agreement set forth in Attachment A to this AIS.

COUNCIL OPTIONS

Appoint Deputy Police Auditor Leia Pitcher as the Interim Police Auditor and authorize the Council President to execute the Interim Police Auditor employment agreement set forth in Attachment A.

Appoint Deputy Police Auditor Leia Pitcher as the Interim Police Auditor and revise one or more of the Interim Police Auditor employment agreement terms set forth in Attachment A and authorize the Council President to execute the employment agreement with the revision made by Council.

Direct staff to provide additional information to Council prior to Council's appointment of an Interim Police Auditor.

Direct staff to undertake a recruitment for the Interim Police Auditor position.

February 17, 2021, Work Session – Item 2

MOTION OPTIONS

Move to appoint Deputy Police Auditor Leia Pitcher as the Interim Police Auditor and authorize the Council President to execute the Interim Police Auditor employment agreement set forth in Attachment A.

Move to appoint Deputy Police Auditor Leia Pitcher as the Interim Police Auditor and to amend the Interim Police Auditor employment agreement set forth in Attachment A by [state revisions to recommended terms] and authorize the Council President to execute the employment agreement with these revisions.

ATTACHMENTS

A. Proposed Interim Police Auditor Employment Agreement

FOR MORE INFORMATION

Staff Contact: Kathryn Brotherton
Telephone: 541-682-8447
Staff E-Mail: KBrotherton@eugene-or.gov

EMPLOYMENT AGREEMENT

Interim Police Auditor

BETWEEN: **City of Eugene** **(City)**

[illegible]

RECITALS:

- A.** The Charter of the City of Eugene provides that the City Council shall hire a Police Auditor.
- B.** Mark Gissiner has announced that he will retire as Police Auditor effective at 5:00 p.m. on February 26, 2021.
- C.** The City wishes to hire Pitcher as Interim Police Auditor effective 5:01 p.m. on February 26, 2021, and Pitcher wishes to accept the position of Interim Police Auditor, on the terms set forth in this Agreement.

AGREEMENTS:

1. **Duties.**
 - 1.1. City agrees to employ Pitcher as Interim Police Auditor, to perform the functions and duties of Police Auditor in accordance with Section 15A of the City Charter and in accordance with Eugene City Code and Council direction.
 - 1.2. Pitcher agrees to remain in the exclusive employ of the City during her tenure as Interim Police Auditor.
2. **Term.**
 - 2.1. This Agreement shall remain in effect until a newly appointed Police Auditor takes office, unless either party terminates this Agreement sooner pursuant to Section 3 of this Agreement.
 - 2.2. Nothing in this Agreement shall prevent, limit or interfere with the right of the Council to terminate the services of Pitcher as the Interim Police Auditor at any time without notice and without cause, subject only to the provisions of paragraph 3 of this Agreement.
3. **Termination and Return to Former Position**
 - 3.1. The Council may terminate the services of Pitcher as Interim Police Auditor at any time without notice and without cause.

- 3.2. Pitcher may terminate this Agreement and relinquish her position as Interim Police Auditor upon 30 days' written notice to the Council.
 - 3.3. This Agreement will automatically terminate when a newly appointed Police Auditor takes office.
 - 3.4. If this agreement is terminated pursuant to paragraphs 3.1, 3.2, or 3.3, above, Pitcher will have the right to return to her former position as Deputy Police Auditor. If she returns to her former position, Pitcher will receive the same salary and benefits she received at the time she vacated the position, together with any increases in benefits, market adjustment pay increases (MAPs) and competency adjustment pay increases (CAPs) given to all other exempt management employees of the City in the interim. Pitcher cannot be terminated from employment with the City while serving as Interim Police Auditor for any reason other than the commission of a felony or a misdemeanor involving moral turpitude.
4. **Salary and Benefits.** For Pitcher's services as Interim Police Auditor pursuant to this Agreement, the City agrees to provide Pitcher the following salary and benefits:
- 4.1. Annual base salary of \$120,000/annually.
 - 4.2. Market adjustment pay (MAP) increases will be given Pitcher at the same time each year and at the same percentage as given to the non-represented employee group. Pitcher agrees and understands that any other increase in base salary will be based on merit and that increases require City Council review and approval. Pitcher is not eligible to receive the competency adjustment pay (CAP).
 - 4.3. Transportation allowance of \$350 per month and smartphone allowance of \$65 per month.
 - 4.4. A deferred compensation benefit of three percent (3%) of her salary, provided Pitcher contributes a minimum contribution of one percent (1%) of her salary to the program.
 - 4.5. Participation in the state's public employees retirement system ("PERS") as generally available to City's other exempt, managerial employees.
 - 4.6. Insurance benefits, including medical, dental, vision, life and long-term disability insurance, and the City's employee assistance program, as generally available to City's other exempt managerial employees.

- 4.7. Vacation, sick leave and holiday leave benefits in accordance with City's policies and practices with as generally available to the City's other exempt, managerial employees.
- 4.8. For purposes of converting any monthly or annual dollar amount set forth in this Agreement to an hourly or bi-monthly amount, all conversions shall be rounded up or down to the nearest cent (*i.e.*, rounded to the nearest hundredth of a dollar).
5. **Indemnification.** The City shall defend and indemnify Pitcher against any tort, professional liability claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Pitcher's duties as Interim Police Auditor, unless prohibited by law. The duties of Interim Police Auditor do not include the commission of any criminal act or intentional tort. This indemnification shall include the cost of defense, provided that the City shall choose or approve legal representation for Pitcher and will retain control over the defense of the claim, including the sole power to compromise and settle any claim or action and pay the amount of the settlement or judgment.
6. **Bonding.** The City shall pay the full cost of any fidelity or other bonds required of Pitcher by law or ordinance.
7. **Notices.** Notices pursuant to this Agreement shall be given by deposit in the United States Mail, postage prepaid, addressed as follows:
- City: Council President
City of Eugene
101 West 10th Avenue, 2nd Floor
Eugene, OR 97401
- Employee: Leia Pitcher
800 Olive St.
Eugene, OR 97401
- Alternately, notices required by this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or three business days after the date of deposit of such written notice in the United States Mail.
8. **Review by Independent Counsel.** Pitcher acknowledges that the City has advised her to have this Agreement reviewed by an attorney of her choice.

9. **Effective Date.** The appointment of Pitcher as Interim Police Auditor and this Agreement shall become effective at 5:01 p.m. on February 26, 2021, the effective date of the retirement of Mark Gissiner as Police Auditor.
10. **Voluntary Agreement.** Pitcher acknowledges that she understands the terms of this Agreement and that she has entered into it voluntarily.
11. **Integration.** The terms of the parties' agreement are set forth completely in this written document. This Agreement supersedes all prior or contemporaneous oral and written agreements, understandings, and commitments. Pitcher acknowledges that she has not relied on any other representation or promises by the City, its agents, employees or representatives, except those contained in this Agreement.
12. **Severability of Provisions.** Any provision, or portion of any provision in this Agreement that is held unenforceable, void, or unconstitutional shall not affect the remainder of the terms of this Agreement or any portion thereof which shall be deemed severable and shall remain in full force and effect. In the event that a provision is held unenforceable, void, or unconstitutional, the Mayor and Pitcher shall discuss what changes, if any, should be made in response.
13. **Construction.** It is the intent of the parties that this Agreement and the appointment of Pitcher as the Interim Police Auditor comply, in all aspects, with the provisions of the Charter and City Code. If any provision of this Agreement is capable of two constructions, only one of which complies with the Charter and City Code, the construction that complies with the Charter and City Code shall control. If any provision of the Agreement conflicts with the Charter or City Code, the Charter or City Code shall control and the conflicting provision of this Agreement shall be of no effect. All other provisions not in conflict with the Charter or City Code shall remain in full force and effect. Without limiting the foregoing, this Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon.

CITY OF EUGENE, OREGON

By: _____
Jennifer Yeh
President of the City Council

Leia K. Pitcher

Date: _____

Date: _____