



Eugene City Council

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www.eugene-or.gov

AMENDED AGENDA EUGENE CITY COUNCIL

January 19, 2022

12:00 p.m. CITY COUNCIL WORK SESSION

As the state and community recover from the COVID-19 pandemic, City Council meetings will continue to 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 January 19, 2022;
Her Honor Mayor Lucy Vinis Presiding**

Councilors

Claire Syrett, President
Mike Clark
Randy Groves
Jennifer Yeh

Matt Keating, Vice President
Greg Evans
Emily Semple
Alan Zelenka

Note: This agenda was amended to reflect the addition of Item 3.

12:00 p.m. CITY COUNCIL WORK SESSION

- 1. EXECUTIVE SESSION: Pursuant to ORS 192.660(2)(i)**
- 2. WORK SESSION: Municipal Court Judge Self Evaluation**
- 3. WORK SESSION: Public Art Update**

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: Municipal Court Judge Self Evaluation

Meeting Date: January 19, 2022
Department: Central Services
www.eugene-or.gov

Agenda Item Number: 2
Staff Contact: Keri Beraldo
Contact Telephone Number: 541-682-5765

ISSUE STATEMENT

Greg Gill was hired as the Municipal Presiding Judge on August 30, 2019. This agenda item is an opportunity for Presiding Judge Greg Gill to provide Council with his informal self-evaluation consistent with Eugene Code 2.011(2).

BACKGROUND

The presiding Municipal Court judge performs and oversees all judicial functions of the Eugene Municipal Court. In accordance with Eugene Code 2.011(2), the City Council will review and evaluate the Judge's performance and salary annually. The City Code has specific requirements around the evaluation process:

- (2) The performance of the presiding municipal judge shall be evaluated:
- (a) Through an informal self-evaluation submitted to the council annually;
 - (b) Through an informal evaluation submitted to the council every two years; and
 - (c) Through a formal evaluation, conducted every four years by an evaluation committee.

The complexities associated with the last years have impacted the typical process. As a reasonable approach, the City is treating 2021 as year one for evaluation purposes and complying with EC 2.011(2)(a), with Council undertaking its evaluation of Judge Gill's self-evaluation in this January 2022 Work Session. Following this timeline/approach, 2022 will be treated as year two for evaluation purposes to comply with EC 2.011(2)(b), anticipating that Council's discussion of their evaluation will occur in early 2023.

With respect to compensation, the contract provides that the Presiding Judge will receive market adjustment pay increases (MAPs) at the same time and same percentage as those given to the non-represented employee group. Judge Gill received a MAP in January of 2020 and again in January of 2022 (there was no MAP for non-reps in 2021). Pursuant to the Council's contract with Judge Gill, adjustment to salary (other than MAPs) shall occur as provided in Exhibit A of the contract. Exhibit A sets forth a mathematical formula utilizing ratings given Judge Gill by the Councilors in various categories. Unfortunately, this means that Exhibit A does not address the method that would be used for the self-evaluation years, i.e., the years when the Councilors do not numerically rate Judge Gill's performance. For reference, the non-represented employee group received a 3.2% competency adjustment pay (merit based pay) effective January 2022. Council will need to consider whether or not to award Judge Gill a merit salary adjustment this year and can discuss

options related to the processes for awarding future merit increases in the self-evaluation-only years.

One option for Council is to consider awarding Judge Gill a merit salary adjustment for 2022 and amend the contract to allow for these adjustments outside of Exhibit A when the Council doesn't provide numerical ratings for his performance. This option is captured in the possible motion set forth below.

POSSIBLE MOTION

Move to give Greg Gill a ____% merit increase to his annual salary and authorize the Council President to negotiate and execute an amendment to his employment contract allowing for discretionary salary adjustments for the years that he is not formally evaluated by the Council and deleting the reference to an October evaluation date.

ATTACHMENTS

A. Judge Gill's Employment Contract

Judge Gill's self-evaluation will be provided under separate cover prior to the work session.

FOR MORE INFORMATION

Staff Contact: Keri Beraldo
Telephone: 541-682-5765
Staff E-Mail: KBeraldo@eugene-or.gov

EMPLOYMENT AGREEMENT

BETWEEN: City of Eugene (City)
AND: Gregory E. Gill (Gill)

RECITALS:

- A. The Charter of the City of Eugene provides that the City Council shall appoint one or more municipal judges. Eugene Code 2.011(1) provides that the City Council shall appoint the Presiding Municipal Judge.
- B. The City wishes to employ Gill as Presiding Municipal Judge, and Gill wishes to accept the position on the following terms.

AGREEMENTS:

1. **Duties.** City agrees to employ Gill as Presiding Municipal Judge beginning on August 30, 2019, on the terms and conditions described below. Gill agrees to accept the position of Presiding Municipal Judge effective August 30, 2019. Gill agrees to devote his full time and attention to duties of Presiding Municipal Judge and to perform the functions and duties of this position in accordance with the City Charter, City Code, and Council direction. The City and Gill understand that Gill is in the process of transitioning his private law practice to other attorneys, that the transition will be completed no later than March 1, 2020, and that the time Gill spends winding down his private law practice and/or transitioning his current clients to other attorneys will occur when Gill is not functioning as the Presiding Municipal Judge (either after work hours or during vacation leave). Gill shall comply with all policies, rules, and regulations in effect or made or modified by the City during the term of this Agreement, except as otherwise provided in this Agreement. In his hiring and supervision of contracted judges, Gill will implement and adhere to all behavioral policies in the Administrative Policy Manual, including the Respectful Work Environment policy.
2. **Term and Termination.** This Agreement shall remain in effect for an indefinite term and is an at will agreement. Gill understands and agrees that he serves at the pleasure of the City Council and may be removed from his position without cause and without notice. Gill may resign at any time with sixty (60) days' prior written notice. The period of such prior notice may be shortened by the Council due to exigent circumstances, such permission not to be unreasonably withheld.
3. **Severance Pay.** In consideration of Gill's promise in paragraph 1 above, if Gill's employment with the City is terminated by the City Council, City agrees to pay Gill a lump sum cash severance payment equal to two months of his base salary; provided, however,

that Gill will not be entitled to any severance payment if he does not meet the conditions of employment described in section 4, or his employment is ended due to gross misconduct. Gross misconduct is defined as:

- 3.1. Conduct evincing willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards or behavior which the City has the right to expect of its employees;
- 3.2. Careless or negligence of such a degree or recurrence as to manifest equal culpability, wrongful intent or evil design; or
- 3.3. Conduct that shows an intentional and substantial disregard of the City's interest or the employee's duties and obligations to the City.

4. **Conditions of Employment.** Gill shall obtain and maintain Law Enforcement Data System (LEDS) clearance, remain an active member in good standing with the Oregon State Bar, maintain compliance with ORS 221.142 (qualifications for municipal judges), and possess and maintain a valid Oregon driver's license with a driving record at a level that meets City standards.

5. **Salary and Benefits.** City agrees to compensate Gill for his services rendered pursuant to this Agreement the following salary and benefits:

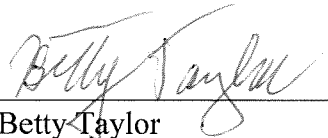
- 5.1. A base salary of \$137,009.60/annually beginning on August 30, 2019. Market adjustment pay increases (MAPs) will be given Gill at the same time each year and at the same percentage as those given to the non-represented employee group.
- 5.2. A transportation allowance of \$300 per month and a smartphone allowance of \$65 per month. The allowance amount will be updated periodically to align with the non-represented stipend amount when it is adjusted.
- 5.3. A contribution to a deferred compensation program equivalent to three percent (3%) of his salary, provided that Gill contributes a minimum contribution of one percent (1%) of his salary to the program.
- 5.4. Participation in the Oregon Public Service Retirement Plan (OPSRP) generally available to City's other exempt, managerial employees when Gill becomes eligible for such participation.
- 5.5. Insurance benefits, including medical, dental, vision, life and long term disability insurance, and the City's employee assistance program, generally available to City's other exempt managerial employees when and as Gill becomes eligible for them.
- 5.6. Vacation, sick leave, and holiday leave benefits in accordance with City's policies and practices with respect to City's other exempt, managerial employees. Gill must be employed a minimum of six months to be eligible to use the vacation he has accrued, other than the vacation described in paragraph 5.9, or to receive payment for any vacation accrual upon his termination.
- 5.7. Payment of Oregon State Bar dues and reimbursement for tuition and reasonable expenses related to continue legal education or other professional conferences or trainings.

- 5.8. City reserves the right to modify or discontinue any and all of the above benefit and compensation plans, policies, and practices at anytime without notice to or recourse by Gill, as long as such action is taken generally with respect to exempt, managerial employees and does not single out Gill.
- 5.9. In addition to the foregoing, and on a one-time basis only, Gill will be credited with 120 hours of vacation and 40 hours of sick leave upon his hire date and will be eligible to use this accrual immediately.
6. **Performance Evaluations and Salary Adjustments.** The City Council will review and evaluate Gill's performance and salary annually (in October) and in accordance with Eugene Code 2.001(2). The City Council may conduct additional reviews of Gill's performance at any other time it deems appropriate. Adjustment to salary (other than MAPs governed by section 5.1) shall occur as provided in Exhibit A attached to this Amendment.
7. **Indemnification.** The City shall defend and indemnify Gill 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 Gill's duties as Presiding Municipal Judge, unless prohibited by law. The duties of the Presiding Municipal Judge 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 Gill 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.
8. **Notices.** Notices pursuant to this Agreement shall be given by deposit in the United States Mail, postage prepaid, addressed as follows:
- City: President of City Council
City of Eugene
125 East 8th Avenue, 2nd Floor
Eugene, OR 97401
- Employee: Gregory E. Gill
Eugene Municipal Court
1102 Lincoln 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 as of the date of deposit of such written notice in the United States Mail.
9. **Review by Independent Counsel.** Gill acknowledges that the City has advised him to have this Agreement reviewed by an attorney of his choice.

10. **Effective Date.** The Agreement shall become effective when signed by all parties.
11. **Voluntary Agreement.** Gill acknowledges that he understands the terms of this Agreement and that he has entered into it voluntarily.
12. **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. Gill acknowledges that he has not relied on any other representation or promises by the City, its agents, employees or representatives, except those contained in this Agreement.
13. **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 City Council and Gill shall discuss what changes, if any, should be made in response.
14. **Construction.** It is the intent of the parties that this Agreement and the appointment of Gill as the Municipal Presiding Judge 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.
15. **Modification.** This Agreement may not be modified in any respect, except by a written agreement executed by the City and Gill.

CITY OF EUGENE, OREGON

By:


Betty Taylor
President of the City Council


Gregory E. Gill

Date:

8/21/19

Date:

8/20/19

Exhibit A

Presiding Municipal Judge Gregory Gill Performance Review Compensation Adjustment

Pursuant to Section 6 of the Employment Agreement, Gill's salary shall be adjusted as provided below unless the Council determines that the City's budget situation is sufficiently ominous that no merit increase should be made. Any adjustment pursuant to section 6 and this Exhibit shall be in addition to any market adjustment pay (MAP) provided by section 5.1 of the Employment Agreement.

Calculation of value of ratings:

- Number of raters X value of each rating category added together = overall value.
 - Values: Successful = 1, Good = 2 and Excellent = 3
- Overall value divided by number of raters = weighted average.
- Mayor's rating is excluded from the overall value calculation and the weight average calculation.
- Weighted overall performance rating average will be rounded to the nearest tenth.

Weighted Average Range	Percentage Increase
1 – 1.5	0%
1.6 – 2.5	3.5%
2.6 – 3	5%

EUGENE CITY COUNCIL AGENDA ITEM SUMMARY



Work Session: Public Art Update

Meeting Date: January 19, 2022
Department: Library, Recreation, Cultural Services
www.eugene-or.gov

Agenda Item Number: 3
Staff Contact: Kate Ali
Contact Telephone Number: 541-682-6314

ISSUE STATEMENT

This report is an opportunity to update City Council on the Public Art Program. The Public Art Manager will present an overview of the program along with a synopsis of several recent projects.

BACKGROUND

Eugene has a 40-year history of supporting Public Art through the Percent for Art program. Over the last 10 years our city has been expanding its Public Art programming to include both Mural and Temporary Art initiatives. Each of the specialty areas presented achieve unique outcomes for the community and strengthen the local arts ecosystem. This update on the City's Public Art Program will explore each of these programs and provide examples of current projects and partnerships.

COUNCIL OPTIONS

Informational only.

FOR MORE INFORMATION

Staff Contact: Kate Ali
Telephone: 541-682-6314
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