
City Council Meeting Agenda

August 17, 2020

6:30 p.m. Public Meeting

Phoenix Plaza Civic Center 220 N. Main St.

A complete agenda packet is available on the city's website. To comment on an agenda item, please write your name on the sign-in sheet and include the item number. *If you need special accommodations, please give city hall 48-hour prior notice.*

1. Call to Order / Roll Call / Confirmation of a Quorum

Except as provided in Section 33 of the City Charter, a minimum of four Council Members are needed for a quorum and to conduct city business. If the Mayor is needed to establish a quorum, then he/she may become a voting member for that meeting (*Phoenix Municipal Code, Chap. 2.28.020.A.4*).

2. Pledge of Allegiance

3. Presentations

- a. Update from the Main Streetscape Committee

4. Public Comments

This item is for persons wanting to present information or raise an issue, not on the agenda. The public comment period shall be 15 minutes unless a majority of the Council votes to extend the time. Each person shall be limited to three minutes and may not allocate their time to others unless a majority of the council vote to extend the time upon a showing of good cause. To comment, please write your name on the sign-in sheet or comments may also be submitted in writing by 2:00 pm on the day of the meeting to bonnie.pickett@phoenixoregon.gov. When your name is called, step forward to the podium and state your name and address for the record. (In accordance with state law, a recording of the meeting will be available at city hall, but only your name will be included in the meeting minutes.) While the Council or staff may briefly respond to your statement or question, the law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances.

5. Consent Agenda

Items on the Consent Agenda are considered routine and will be adopted by one motion. There will be no separate discussion of these items unless it is requested by a member of the Council or staff. If so requested, that item will be pulled from the Consent Agenda and considered separately immediately following approval of the remaining items.

- a. Reports for Information & Possible Action:
 - 1. Parks and Recreation Committee Apointment.....5
 - 2. City Manger Employment Agreement.....9

- b. Minutes to Approve and File:
 - 1. Minutes from City Council Meeting August 03, 2020,22
 - 2. Minutes from Executive Session August 03, 202031
 - 3. Minutes from Executive Session June 15, 202032

6. Consent Agenda Items Pulled for Discussion

7. New Business

- a. Resolution 1059 – Phoenix Social Equity Policy33
- b. Naming of the City Dog Park38

8. Staff Reports

- a. City Attorney
- b. City Manager

9. Mayor and Council Comments / Reports

Any Councilor may make an announcement or raise any item of business that is not on the agenda. While other Councilors or city staff may briefly respond or comment, the law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. If extended deliberation or potential action on a matter is desired, Council may direct staff to place the item on a future meeting agenda.

10. Recess Open meeting

5 Minute Recess

**City Council Executive Session
Agenda**

August 17, 2020

**Immediately following the City Council Meeting
Phoenix Plaza Civic Center 220 N. Main St.**

11. Convene to Executive Session

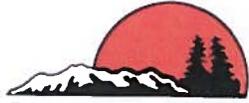
- a. ORS 192.660(2)(b). To consider dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.

12. Close Executive Session

13. Reconvene Open meeting

To discuss Executive Session

14. Adjournment



To be scheduled: City Council

- Code Enforcement Introduction
- Strategic Plan – Half-Day Study Session

To be scheduled: PHURA

Upcoming City of Phoenix Meetings:

All non-legislative (Parks & Rec and Bee City USA) meetings canceled until further notice.

August 24, 2020	Planning Commission Public Hearing 6:30 pm at 220 N. Main St., Phoenix
September 08, 2020	City Council Meeting 6:30 pm at 220 N. Main St., Phoenix
September 17, 2020	Parks and Recreation Committee 6:30 pm at 220 N. Main St., Phoenix
September 21, 2020	City Council Meeting 6:30 pm at 220 N. Main St., Phoenix
September 24, 2020	City Sponsered Community Conversation 6:30 pm at 220 N. Main St., Phoenix
September 28, 2020	Planning Commission Public Hearing 6:30 pm at 220 N. Main St., Phoenix
October 05, 2020	City Council Meeting 6:30 pm at 220 N. Main St., Phoenix
October 19, 2020	City Council Meeting 6:30 pm at 220 N. Main St., Phoenix



City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 5a1.

Agenda Report to Mayor and Council

Agenda item title: Appointment to Parks and Recreation Committee

Meeting Date: August 17, 2020

From: Bonnie Pickett, City Recorder

Action: Motion, Ordinance, Resolution, Information only, Other

SUMMARY:

City Council approval of the application for the Parks and Recreation Committee.

BACKGROUND AND DISCUSSION:

City Council adopted a new ordinance on April 15, 2019 establishing a Parks and Recreation Committee.

COUNCIL GOALS SUPPORTED:

Goal 18e: Keep all board, commission, and committee positions filled.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve Park and Recreation Committee application for Kenneth Heywood II

PROPOSED MOTION:

I move approval of Parks and Recreation Committee application Kenneth Heywood II

ATTACHMENTS

Kenneth Heywood II applicaiton

Parks and Committee Application

112 W. 2nd St. | PO Box 330 - Phoenix, OR 97535 | ph. (541) 535-1955



APPLICATION INFORMATION

Name: Heywood II Kenneth
Last *First*

Street Address: _____ Phoenix OR 97535
City *State* *Zip Code*

Mailing Address: _____
City *State* *Zip Code*

Telephone Number: _____
Home/Cell phone *Work phone*

E-mail Address: _____ Years of Residency in Phoenix: 17

Occupation: Administrative Officer Place of Employment: Veterans Administration

QUESTIONNAIRE

1. Please give a statement indicating the reason you would like to serve on the Parks and Recreation Committee Since have children that enjoy the outdoors and parks, I feel that I could assist in helping the community improve the city facilities, to provide a safe place for families and children.
2. What personal and/or professional experience do you possess that will help you to be a great member for the City of Phoenix? _____
As I have ample experience with a local running club, as a race director and being a coach for the Phoenix/Talent USA fastpitch softball, I feel that I can help the city plan and make enhancements for future generations.
3. What do you like best about living in Phoenix? _____
I really enjoy the small town atmospher and the strong community.
4. What one thing would make Phoenix a better place to live? _____
Maintaining the small-town atmospher, while growing to meet future expansion.

5. What is an example of a great city, neighborhood, or another place, and what makes it great?

An example would be; Creating a feeling of ownership and value to the residents that call Phoenix home.

6. Are there any particular community development issues that most interest or concern you?

Creating safe zones for children to enjoy the outdoors.

7. Do you feel as a citizen of the community that you are able to provide objective recommendations to the Parks and Recreation Committee or other boards, as needed? Yes. Being able to look at all aspects and determine

the best path, is one of my strong suits.

8. Do you feel you have any conflicts of interest that may arise due to your appointment to the Parks and Recreation Committee? None

9. List any special skills, interests, and hobbies that you believe would bring special value to your ability to serve on this board: I have a strong interest in improving community relations. I also have knowledge in design and construction.

10. How did you hear about this position? Friend

11. Would you be interested in serving on an advisory board in the future? Yes



Agenda Report to Mayor and Council

Agenda item title: Approval of Employment Agreement with City Manager

Meeting Date: August 10, 2020

From: Douglas M McGeary, Attorney for the City of Phoenix

Action: Motion, Ordinance, Resolution, Information only, Other

SUMMARY

This is a contract with Eric Swanson to serve as Phoenix's next city manager.

BACKGROUND AND DISCUSSION

The City contracted with Rogue Valley Council of Governments to perform a national recruitment for a new city manager in May of 2020. The position was advertised on the City web site, as well as the web sites of the Indeed, Government Jobs, League of Oregon Cities, and International City/County Management Association.

The City received four applications from various locations throughout the United States. From a facial review of the applications, however, Eric Swanson, who currently serves as the City's interim city manager, clearly stood out as the top choices for the position. Mr. Swanson had previously been hired by the City in 2017 and then he left on good terms when work opportunity arose that was better suited for him at that time. Upon his return and acting as interim City manager for Phoenix, comments and opinions from citizens and Council members alike have been extremely positive and include high praise for Mr. Swanson's leadership and goal-oriented ability to get things done. A draft employment agreement has been presented to Mr. Swanson, to which he is agreeable. The terms are based upon the 2017 employment agreement between the City of Phoenix and Mr. Swanson.

The key provisions of the employment agreement are as follows:

- Base salary of \$ 103,500.00 for the first year of employment, before withholding for taxes, FICA and any other deductions, along with an \$300 per month car allowance;
- 40 hour work week but with a compressed work schedule (Monday-Thursday) with Fridays off but he will be available, if necessary, via telework and cell phone every Friday;
- Three weeks of paid vacation during his first year. After the completion of one year, he shall be entitled to an additional week for a total of four weeks per year. In addition, on the commencement date, City shall credit employee's leave bank with 40 hours of vacation leave and 40 hours of sick leave.
- Health and retirement benefits as provided to all other full-time City employees;
- City-paid membership in OCCMA and ICMA, along with travel to the annual conferences of both organizations;
- Will participate in the Oregon Public Employees Retirement System (PERS) according to the rules and regulations of PERS, and retains the option to contribute, at his expense, to ICMA-RC 457 Deferred Compensation Plan. (The city so happens to benefit by reducing its PERS costs for this position given Swanson's employment status and hired circumstances.)

COUNCIL GOALS SUPPORTED

N/A

FISCAL IMPACT

Funds for the city manager’s salary and benefits, as contained in this employment agreement, are budgeted and available.

RECOMMENDATION

Staff recommends approval of this agreement with Eric Swanson.

PROPOSED MOTION

I move approval of an employment agreement with Eric Swanson.

ATTACHMENTS

Employment agreement.

City Manager Employment Agreement City of Phoenix, Oregon

This Agreement for Employment as City Manager for the City of Phoenix, Oregon ("Agreement") is made and entered into on the last day written below, by and between the City of Phoenix, Oregon, an Oregon municipal corporation (the "City") and Paul Eric Swanson.

Recitals

- A.** City is in need of a City Manager to oversee and administer the duties and functions described herein and in Exhibit 'A' attached hereto.
- B.** City desires to employ a City Manager for this position, and Paul Eric Swanson desires to accept such employment subject to the terms and conditions of this Agreement.

Agreement

Section 1. Employment, Cash Compensation and Benefits

1.1 Employment

1.1.1 General. Paul Eric Swanson (hereinafter, "Employee") is employed by City for the position of City Manager of City of Phoenix, Oregon. Any change to his duties as City Manager shall not affect the enforcement of this Agreement unless agreed to by the parties by addendum to this Agreement.

1.1.2 Hours. Employee is expected to work a regular work week of forty (40) hours, distributed evenly over the work week to the extent practical. However, Employee is expected to work additional hours as necessary or advisable to perform the City Manager duties satisfactorily. Employee understands that he is an at-will and professional employee exempt from the payment of overtime under the federal Fair Labor Standards Act and Oregon law. No compensatory time shall be granted for hours worked in excess of forty (40) hours per week unless allowed by law and approved in advance by the City. Employee will work compressed work schedule (Monday-Thursday) with Fridays off but will be available, if necessary, via telework and cell phone every Friday.

Excepting vacations and leave (other than Fridays), the City Manager shall be accessible at all reasonable times and physically available for the City as circumstances dictate, and preferably should live in Phoenix or within a twenty (20) minute drive from City Hall under normal driving conditions, or otherwise be able to respond in such time to the satisfaction of the City Council. When not accessible, employee shall designate an acting City Manager to handle his duties in his absence.

1.1.3 General Duties and Standards. Under the general supervision of the City Council, and subject to City ordinances and policies, Employee shall perform the duties and assume the responsibilities described herein and in Exhibit A. In addition to

the duties and obligations stated herein, Employee shall comply and be subject to all ordinances, laws and policies applicable to non-union employees of the City.

Employee shall at all times perform his duties and obligations in accordance with the highest professional and ethical standards.

1.1.4 Compliance with City Policies. Employee shall at all times comply with all instructions, rules and standards of the City, including any policies set forth in any employee handbook, policy manual or other personnel policy, which may from time to time be adopted or amended by City, provided that nothing contained in any employee handbook, policy manual or other personnel policy otherwise concerning Employee shall supersede the provisions of this Agreement. Where in conflict, the terms and conditions of this Agreement supersede those of any other policy document.

1.1.5 Employment at Will. Employee's employment with City is terminable at-will, either by Employee himself or by the City, regardless of the length or nature of the employment, the actual or perceived performance of Employee, the granting of benefits of any kind, the adoption or modification of any employee handbook, policy manual or other personnel policy, any oral promise, or the establishment of any policy (whether written or unwritten) of progressive discipline. No relationship of employment other than on a strictly at-will basis has been expressed or implied, and no circumstances arising out of employment will alter Employee's at-will employment relationship unless unambiguously expressed in writing, with the understanding specifically set forth and signed by Employee and City.

1.2 Cash Compensation. City Manager's initial compensation shall be in the gross amount of \$103,500.00 for the first year of employment, before withholding for taxes, FICA and any other deductions. Salary shall be paid on the same schedule as full-time regular City employees.

At or near completion of the first year of employment, and at or near every hiring anniversary thereafter, Employee will be evaluated by the City Council. See Section 3 below. At a minimum, the evaluation process will consist of the Council's written performance goals of the Employee, as established by the majority of the Council and provided to the Employee at the beginning of each evaluation period. Employee will not be guaranteed or limited to the same annual cost of living adjustment as department directors or bargaining unit employees. Cost of living and/or other pay adjustments shall be considered by Council at the time of annual performance evaluations.

1.3 Other Benefits

1.3.1 General. Except as stated herein, during his employment with the City, Employee is entitled to the benefits provided in this Agreement in addition to the benefits provided to other non-union City employees, unless express reference is made herein to specific benefits described in documents applicable to said employees, including, without limitations, any agreement with any employee collective bargaining unit, the City of

Phoenix Personnel Manual, and any employee handbook, policy manual or other personnel policy, any oral promise, or the establishment of any policy (whether written or unwritten).

1.3.2 Health and Dental Plan. City shall provide Employee health and dental benefits consistent with those provided for full-time regular City employees as described in Section 15.1, 15.2, and 15.3 of the most current "City of Phoenix and Teamsters Local 223 Collective Bargaining Agreement." Employee shall be responsible for applicable deductible payments, co-payments, optional services and other payments not considered part of the applicable health plan. The parties recognize that Employee is not a member of the Teamsters Local 223 or any other union, but have agreed to use the Collective Bargaining Agreement as a reference point solely as a matter of convenience to establish Employee benefits.

1.3.3 Medical Savings Account: The City agrees to contribute into VEBA (Voluntary Employee Beneficiary Association) an amount equal to that of other employees.

1.3.4 Paid Time Off. Except as provided below, Employee is entitled to three weeks of paid vacation during his first year. After the completion of one year, he shall be entitled to an additional week for a total of four weeks per year. In addition, on the commencement date, City shall credit employee's leave bank with 40 hours of vacation leave and 40 hours of sick leave.

Nothing in this Section shall be construed to modify the at-will status of Employee pursuant to Section 1 above. In the event of conflict, the provisions of those section 1 provisions of this Agreement shall prevail. If and upon material breach of this Agreement by Employee, including the provisions requiring advanced notice of termination to the City by Employee, Employee shall not be entitled to any vacation pay out and time accrued during the one-year period preceding and leading up to his termination.

1.3.5 Retirement Plan. Employee shall participate in the Oregon Public Employees Retirement System (PERS) according to the rules and regulations of PERS.

Employee has option to contribute, at his expense, to ICMA-RC 457 Deferred Compensation Plan.

1.3.6 Reimbursement of Expenses. The City shall pay the reasonable costs to maintain Employee's membership in the Oregon City/County Managers Association (OCCMA) and the International City Manager's Association (ICMA) or other desirable organizations that will improve his skills/knowledge as approved by Council, and shall reimburse Employee for reasonable travel, lodging, meals and incidental expenses incurred while attending the annual conferences of the OCCMA and ICMA. Employee shall provide appropriate documentation of claimed expenses consistent with IRS requirements. In addition, all expenses shall be documented on a form approved by

City. Any air travel shall be coach class booked as far in advance as practicable to take advantage of discounted ticket sales.

1.3.7 Automobile Allowance. Employee's duties require that the employee shall have the use of an automobile available at all times during his employment with the City. The City shall provide an allowance of \$300.00 per month for use of employee's personal automobile for City-related travel. For automobile travel more than 100 miles from City, as measured from City Hall, City shall reimburse Employee at the then-current standard IRS mileage reimbursement rate less 100 miles in each direction of travel. Employee shall be responsible for paying insurance, maintenance, repairs and operation of said automobile throughout the life of this Agreement.

Section 2. Term

2.1 General. The term of this Agreement (the "Term") commences on August 17, 2020, (the "Commencement Date") and is continuous until notified by either party of a separation or termination date.

2.2 Termination for Convenience. City may terminate this Agreement at any time, for any reason at its convenience without cause upon written notice to Employee. Employee may terminate this Agreement at any time for any reason at his convenience without cause upon not less than thirty (30) days' prior written notice to the City. If and upon material breach of this Agreement by Employee, including the provisions requiring advanced notice of termination to the City by Employee, any pay out of accrued vacation benefits as of that date shall be reduced by eight (8) hours for each work (not calendar) day for which advanced notice was not timely, to be capped at eighty (80) hours. Employee expressly recognizes that such forfeiture of accrued vacation time upon termination of employment by Employee may be inconsistent with City personnel policies and hereby otherwise agrees to same.

2.3 Termination for Material Breach. Employee shall also be terminable for cause. Employees material breach of this agreement. Nothing in this section or agreement, including, without limitation, shall prevent the City from exercising its rights to place the employee on administrative leave for any purpose whatsoever, including, but not limited to the investigation of circumstances delineated in sections (i) through (vii) below. In any event, a termination under this paragraph shall consist of a good-faith determination by City of Employee's Material Breach that is based on facts reasonably believed by City to be true and not for any arbitrary, capricious, or illegal reason. The City shall undertake sufficient fact finding prior to initiating such termination and shall provide the City Manager sufficient opportunity to respond to any allegations made that might qualify as grounds for termination prior to taking such action.

(i) Willful failure of Employee to comply with any applicable law, regulation or ruling of any governmental agency or court of competent jurisdiction.

(ii) Arrest, conviction of, or confession by Employee to embezzlement, theft, fraud, any other tort or crime involving moral turpitude, or any felony.

(iii) Mental or physical incapacity or other disability that substantially limits or prevents Employee from actively and competently performing City Manager's duties hereunder (with or without reasonable accommodation). No court order shall be necessary to establish incapacity or other disability under this section, but medical verification of Employee's mental or physical incapacity or disability may be required, as allowed by law.

(iv) Basic inability of City Manager to perform his duties for any reason whatsoever.

(v) Material breach of this Agreement of any kind by City Manager.

(vi) Breach of or inability to adhere to any requirement set forth in Section 4 below.

(vii) Other events reasonably constituting a basis for termination including misconduct in the performance of duties on behalf of the City. "Misconduct" includes misappropriation, dishonesty, breach of trust, neglect of duty, failure to correct performance deficiencies, engaging in action demonstrating a disregard for the interests of the City, or off-duty behavior that the City views as impairing Employee's ability to effectively perform the Employee's duties or which jeopardizes the reputation of the City.

2.4 City Prerogative for Employee to Be Placed on Paid Administrative Leave.

Nothing in this Agreement, including, without limitation, in this Section 2, shall prevent the City from exercising its rights to place Employee on paid administrative leave for any purpose whatsoever, including, but not limited to placement on such leave during any period of notice set forth herein. City may require Employee not to perform any employment duties for or on behalf of the City, or to have access to City facilities (barring bona fide emergencies or required personal business) during any period of paid or unpaid administrative leave.

2.5 Severance Pay. In the event this Agreement is terminated by the City Council and Employee is not being dismissed for a basis of a good-faith determination by City, City agrees to offer Employee severance pay equal to Employee's base monthly salary times the number of months from the Commencement Date of this Agreement as shown below:

(i) Termination within 13 months of commencement date: three (3) months.

(ii) Termination more than 13 months but less than 24 months from commencement date: four (4) months.

(iii) Termination more than 24 months but less than 36 months from commencement date: five (5) months.

(iv) Termination more than 36 months from commencement date: six (6) months.

Section 3. Performance Evaluations

The City Council shall provide an informal performance review of Employee six (6) months after the Commencement Date and a formal performance evaluation twelve (12) months after the Commencement Date of this agreement, and thereafter shall provide a performance evaluation at least once per year on or prior to the anniversary of this agreement. The City may provide more frequent evaluations at its discretion. Performance evaluations shall be designed, among other things, to measure Employee's general job performance and the achievement of specific, written goals and benchmarks established by a majority of the Council and provided to Employee at the beginning of the evaluation period. Annual performance evaluations may be used at the sole discretion of the City Council for purposes of reviewing and/or considering increases in Employee's rate of pay.

No performance evaluation shall be construed to change the "employment at will" relationship of the parties described in this Agreement.

Section 4. City Manager's Additional Obligations

In addition to, and not in limitation of, any other obligation of City Manager. Employee shall ensure and perform the following:

4.1 Professional Standards. Employee agrees to do all things reasonably necessary to maintain and improve his professional skills.

4.2 Compliance with Laws, Regulations and Standards. Employee shall comply with:

(i) all rules and regulations of any federal, state or local agency governing or applicable to Employee's performance of services pursuant to this Agreement,

(ii) the standards of any applicable nationally-recognized credentialing board or body, and

(iii) unless exemptions therefrom are approved in writing by the City, all ethical requirements applicable to Employee's performance of services under this Agreement.

4.3 Notification of Certain Events. Employee shall notify the City Council in writing within twenty-four (24) hours or as soon as he is reasonably able after Employee becomes aware of the occurrence of one or more of the following events:

(i) Employee becomes the subject of or materially involved in an investigation by any law enforcement agency or any agency charged with law enforcement oversight.

(ii) Material certifications or privileges of Employee are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto.

(iii) Any act of nature occurs which has, or may reasonably have a material adverse effect on Employee's ability to perform the services described in this Agreement or otherwise adhere to the terms and conditions of this Agreement.

Section 5. Miscellaneous Provisions

5.1 Professional Liability. The City agrees that it shall defend, hold harmless, and indemnify Employee from all demands, claims, suits, actions, errors or other omissions in legal proceedings brought against Employee in his individual or official capacity, provided the incident arose while Employee was acting within the scope of his employment. If in the good faith opinion of the Employee, conflict exists as regard the defense of any such claim between the legal position of the City and the Employee, he may engage counsel, in which event the City shall reimburse Employee for the cost of legal counsel.

5.2 Assignment. This Agreement is personal in nature and shall not be assigned or delegated by Employee, either voluntarily or involuntarily. This shall not preclude the temporary assignment of duties to an acting City Manager in his absence.

5.3 Modification. No modification of this Agreement shall be valid unless it is in writing and is signed by all of the parties.

5.4 Waiver. Waiver by any party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

5.5 Binding Effect. Subject to restrictions in this Agreement upon assignment, this Agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

5.6 Survival of Terms. Termination or expiration of this Agreement for any reason shall not release any party from any liabilities or obligations set forth in this Agreement that:

- (i) The parties have expressly agreed shall survive any such termination or expiration; or
- (ii) Remain to be performed or by their nature would be intended to be applicable following such termination or expiration, including, without limitation, the exercise of any remedies available under this Agreement or at law.

5.7 Attorney Disclosure. This Agreement has been reviewed by the City Attorney for the City of Phoenix. The City Attorney cannot provide Employee with legal advice

pertaining to this Agreement. Employee is therefore advised to retain independent counsel for the review and interpretation of this Agreement.

City Manager

_____ Date _____
Paul Eric Swanson

City of Phoenix, Oregon

_____ Date _____
Chris Luz, Mayor

Approved as to Form

Douglas M McGeary
City Attorney

EXHIBIT 'A'
CITY MANAGER POSITION DESCRIPTION

As the chief executive officer and under the supervision of the City Council, the City Manager plans, organizes and directs all phases of the activities and operations of the City to ensure the most effective use of financial and human resources in the provision of City services to the public. Performs related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

1. Develops, plans and implements goals and objectives for the City and receives input from the Mayor and the City Council. Recommends and administers policies and procedures necessary to provide municipal services. Approves major new or modified programs, systems, or policies that have a high impact or high visibility in the community.
2. Ensures adherence to and enforcement of all ordinances of the city and the laws of the state, as well as city policies and procedures. Ensures that the provisions of the franchises, contracts, leases, permits and privileges granted by the City are fully observed and reports to the Council any violations thereof.
3. Provides highly responsible administrative staff assistance to the City Council; directs specific and comprehensive analyses of a wide range of municipal policies; prepares and submits to City Council reports of financial and administrative activities. Communicates effectively and frequently with the City Council and keeps the Council informed of issues, trends and other matters of citywide interest.
4. Directs the development, presentation and administration of the City budget. Prepares and oversees the financial forecast of funding needed for staffing, equipment, materials and supplies; monitors revenues and expenditures; implements mid-year adjustments as necessary.
5. Participates in and supports development of the City's Executive Team, as well as the personal and professional development of department directors. Facilitates, leads and participates in the meetings and activities of the Executive Team.
6. Selects, appoints, supervises and evaluates department directors and meets with them individually to review the status of department operations and projects. Consults with and advises directors in matters that include problems, methods, alternative actions, staffing and planning.
7. Represents the City in the community and at professional meetings; participates on a variety of boards, commissions and groups; attends all City Council meetings; provides leadership and guidance for various community clubs and civic groups; appoints administrative committees for coordination of services and activities.
8. Meets with media representatives and provides information for feature articles and publicity releases. Responds to and resolves difficult/sensitive citizen inquiries, complaints and concerns while demonstrating good and productive listening skills.
9. Facilitates and proposes solutions on a variety of administrative, fiscal and high-profile projects. Administers specific program activities by planning, organizing and supervising activities. Establishes and/or implements operating policies and procedures.

10. Confers with residents, businesses and other individuals, groups and outside agencies having an interest in the affairs of the community or City government; interprets, analyzes and explains policies, procedures and programs. Reviews difficult or sensitive customer relations issues while demonstrating good and productive listening skills and implements corrective actions, as necessary, in a timely manner.
11. Negotiates contracts and solutions on a variety of administrative, fiscal and special projects, including collective bargaining agreements with City labor unions.
12. Coordinates the implementation of effective processes and models to maintain and promote organization-wide morale and a respectful, productive workplace.
13. Performs all duties as may be prescribed by City Council action.

EDUCATION AND EXPERIENCE:

Bachelor's degree in Public Administration, Business Administration, Finance, Human Resource Management or closely related field. A Master's Degree in Public Administration is preferred. An equivalent combination of education, management and supervisory experience and training providing the knowledge, skills and abilities necessary to perform the essential functions of the position may be substituted on a case-by-case basis. A minimum of two years of city, county or special district management experience is desired.

SKILLS AND ABILITIES:

1. Advanced analytical and data management skills.
2. Advanced written and oral communication skills.
3. Strong presentation and speaking skills.
4. Ability to communicate and serve as a strong partner with the City Council.
5. Attention to detail while maintaining a "big picture" vision of the long-term needs of the City.
6. Ability to quickly grasp new concepts and laws related to public agency management.

KNOWLEDGE NEEDED:

1. Modern and highly complex principles and practices of municipal administration, organization and economic development functions and services.
2. Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
3. In-depth knowledge of public meetings and public records law, as well as parliamentary rules of procedure.
4. Principles and practices of municipal government budget preparation and administration, and working knowledge of Oregon tax and budget law.
5. Principles and practices of organization, administration and personnel management.
6. Research and reporting methods, techniques and procedures.
7. Principles of effective public relations and interrelationships with community groups and agencies, private business and other levels of government.
8. Sources of information related to a broad range of municipal programs, services and administration.
9. Pertinent Federal, State and local laws, codes, and regulations.
10. Principles of supervision, training and performance evaluation.
11. Principles of risk management and loss prevention.

12. Principles and practices of public procurement, including Oregon public contracting law.

PHYSICAL DEMANDS OF THE POSITION:

The physical demands of the position are consistent with a normal office environment that includes standing, bending, sitting and walking.

WORKING CONDITIONS:

Work is performed primarily in an office environment with regular work site visits.

SUPERVISION RECEIVED:

Works under the general supervision of the City Council with significant latitude to complete assignments and program responsibilities independently.

**City Council Regular Meeting
220 N. Main St.
Phoenix Plaza Civic Center
Monday, August 03, 2020**

1. CALL TO ORDER:

Mayor Luz called the regular meeting of the City Council to order on Monday, August 03, 2020, at 6:30 p.m. at the Phoenix Plaza Civic Center.

ROLL CALL:

PRESENT: Chris Luz, Stuart Warren, Angie Vermillion, Robert Crawford, Sarah Westover, Andrew Barrow, and Al Muelhoefer

STAFF PRESENT: Eric Swanson, Interim City Manager
Bonnie Pickett, City Recorder
Derek Bowker, Police Chief
Doug McGeary, City Attorney
Matias Mendez, Public Works Superintendent

2. PLEDGE OF ALLEGIANCE:

3. PRESENTATIONS:

4. PUBLIC COMMENTS:

Clearance Carr, Medford, noted that he is disappointed City Governments say that they want to change, but have done nothing to clean up their City offices. Mr. Carr noted his surprise that Mayor Luz has remained in his position.

Terry Baker, Phoenix, thanked the new Councilors for joining the Council. Mr. Baker gave the new and current Councilors a piece of advice, listen to hear. He wished the Council good luck.

Tony Chavez, Phoenix, welcomed the new Councilors. He thanked Councilor Warren for reading his statement at the last meeting. Mr. Chavez noted that Mayor Luz was cleared of criminal charges, not of any wrongdoings. He noted that the Mayor should step down and let the City move on.

5. CONSENT AGENDA:

a. Reports for Information & Possible Action:

1. Awarding Contract for Hwy 99 Modification Project.
2. Mayor Censure Hearing (set date August 17th).
3. Community and Economic Development Director Contract Service Agreement.

b. Minutes to Approve and File:

1. Minutes from City Council Meeting, July 20, 2020

Motion: To approve the consent agenda. **MOVED BY WARREN, SECONDED BY VERMILLION.** No further discussion.

MOTION APPROVED BY UNANIMOUS VOTE

7. NEW BUSINESS:

- a. Resolution 1060 – Declaring a Local State of Emergency in the City of Phoenix as a Result of the COVID-19 Pandemic.

Mr. Swanson introduced Joe Slaughter, Community and Economic Development Director to the Council.

Mr. Swanson noted that Mr. Slaughter has helped him with the update to the resolution, implementing changes at City Hall, and obtaining PPE. He noted that we are updating the resolution to recognize all the things that have changed when dealing with the COVID -19 pandemic.

Motion: I move to approve the proposed declaring a local state of emergency in the City of Phoenix as a result of the COVID-19 pandemic. **MOVED BY WARREN, SECONDED BY CRAWFORD.** No further discussion.

ROLL CALL VOTE AS FOLLOWS:

Ayes: Warren, Crawford, Vermillion, Westover, Barrow, Muelhoefer

MOTION APPROVED WITH SIX AYES

- b. Discussion – Main Street/Streetscape Committee.

Mayor Luz appointed four individuals to the Streetscape Committee. The committee will include Al Muelhoefer, Terry Helfrich, Zoe West, and Mayor Luz. Mayor Luz noted it shouldn't take the committee more than 60 days to determine the direction staff will be given.

Councilor Muelhoefer noted that he has been speaking with Zoe West for the past year about an artist's perspective for the streetscape of Phoenix. He said that she has looked at several locations where murals could be placed, sculptures, and metal artwork.

Councilor Westover questioned where the funding would come from the project. She also suggested moving forward that someone under the age of 50 is selected for committees to fill the generational gap.

Councilor Warren questioned if the streetscape update would be removing the current light posts and benches or would be adding to what is already there.

Mr. Swanson noted that the project would be adding to the work that has already been done.

Councilor Warren noted that the Council should stay focused on building a new police station verse spending funds on updating the streetscape.

Councilor Vermillion noted that if the City has a nice streetscape it may work in favor of the development of the lots next to the Civic Center.

Councilor Muelhoefer noted that in past projects done by Taylored Elements Construction they were not involved in the streetscape.

Councilor Westover questioned the timeline for the streetscape project.

Mayor Luz noted that this isn't something that will be done right away, it could take some time to be complete.

Andrea Adams, Medford, noted that her business was severely impacted when the last construction was done on Main St. She noted after several conversations with the contractors and City staff she was finally able to have the concrete in front of the building completed properly. Ms. Adams noted that she is better prepared to deal with any issue the upcoming construction may impact her business.

Councilor Muelhoefer noted that he remembers the issues that Ms. Adams faced in the past and asked that asked the City Manager to be in direct contact with Ms. Adams about any effects the upcoming road construction will have on her business.

Mr. Swanson noted that the contractor and the engineer will be holding a pre-construction meeting to discuss the project. He noted this will help with knowing who to contact about access issues. Mr. Swanson noted that most of the construction is scheduled to occur at night, having minimal impact on businesses.

c. City of Phoenix Sponsored Community Conversations/Town Hall Events.

Mr. Swanson noted that after meeting with The Phoenix Voice, Carolyn Marshall has agreed to host September 24, 2020, Town Hall. The topics of discussion will be the PHURA properties around the Civic Center, the Main Street Project, and the New Police Station.

Motion: I move the approval of City of Phoenix Sponsored Community Conversations/Town Hall Events planning as presented and modified during City Council deliberations. **MOVED BY MUELHOEFER, SECONDED BY BARROW.** No further discussion.

MOTION APPROVED BY UNANIMOUS VOTE

Ms. Adams noted that the Town Halls are a great place for people to get their voices heard, she would like to see the information gathered and presented to the Council so that it could be implemented.

d. Standards, Criteria, and Policy directives for the hiring of the Chief Executive Officer, the City Manager (Public Hearing).

Doug McGeary, City Attorney, explained the process for finalizing the criteria for hiring a Chief Executive Officer. He noted that the public will be able to comment on the criteria during the public hearing.

Public hearing opened at 7:11 pm

Terry Baker, Phoenix, noted that the Council should find a good listener, to be able to better serve the needs of the Council. Mr. Baker suggested that they hire a team player that will fit well on the team of the Council.

Tony Chavez, Phoenix, noted that he was not supportive of Mr. Swanson when he started in Phoenix, after several conversations he has changed his mind and thinks that the City couldn't do better than Mr. Swanson.

Andrea Adams, Medford, noted that the criteria for the City Manager be clear to protect them from any misunderstandings. She suggested that the person hired be supported by the Council.

Christine Totten, Medford, noted that the Council should hire someone that will stand up to the Mayor.

Public Hearing closed at 7:17 pm

8. STAFF REPORTS:

City Attorney no comment

City Manager reminded the Council about the upcoming training on August 12, 2020, facilitated by Patty Mulvilhill, head Council for the League of Oregon Cities. The training will be from 8:00 am to 5:00 pm. Mr. Swanson mentioned that the City has been awarded two grants to assist businesses and individuals during this economic downturn. He noted that the Social Equity Policy will be brought before the Council during the August 17, 2020 meeting for approval. Mr. Swanson noted the franchise fee agreement extension is about to expire for Pacific Power and he will be signing another six-month extension to allow time to work out of the details of the agreement.

9. MAYOR AND COUNCIL COMMENTS/ REPORTS:

Councilor Barrow wanted to recognize the City Staff (Public Works, Police Department, and City Hall) for all the hard work that they are putting in during these difficult times. Mr.

Barrow thanked the staff and noted how appreciative he is for all they do to keep the City running.

Councilor Crawford noted that he is excited that his son will be coming home next week after ten months of deployment. He thanked all the men and women that serve and the families they had to leave behind.

Councilor Muelhoefer notes the Blue Heron Community Garden looks great. People are excited about growing their own food this year. He noted that there are twenty-four plots in use with three people on a waiting list. Councilor Muelhoefer noted that there is also a Pollinator garden in Blue Heron Parks that promotes bee-friendly plants. He mentioned while walking downtown he notices that the Rogue Valley Pollinator has 29 little signs in front of the building with bee-friendly plants listed. Councilor Muelhoefer noted on this same walk he came upon the Oregon Cheese Cave, where there was a person outside selling pastries. He would like to see more of this in Phoenix.

Councilor Warren noted that Parks and Recreation should be meeting in August to discuss the Bear Creek Restoration Project. He noted that he is hoping to get input from Public Works and the Police Department. Councilor Warren requested the Mayor step down.

Councilor Vermillion noted that she is thankful for the smoke-free blue sky.

Councilor Westover noted that she would like the change in process from meeting to meeting to stop. This continued behavior is why the citizens don't like the Council or trust that they are going to be heard. She noted on two separate occasion the Mayor tried to make changes to make the conversation advantageous. Councilor Westover noted that they need to stick to the clear and concise process they have in place. She requested the Mayor step down.

Mayor Luz noted that there hasn't been a limit to public comment in the past. He noted that he is not making rules up on the fly, he just goes by Council rules. Mayor Luz said he may not be perfect but he tries to be fair. Mayor Luz noted that La Tapatia is putting in a patio to add outdoor seating. He noted that when speaking with Meme from Puck's Donuts she suggested that the City-wide yard sale happens in the fall due to it being canceled. Mayor Luz read public comments from Lorraine Eileen regarding the dog park (see attached).

10. RECESS OPEN MEETING:

5 Minute recess

11. CONVENEN TO EXECUTIVE SESSION:

a. ORS 192.660 (2) (a). To consider the employment of a public officer, staff member, or individual agent.

12. CLOSE EXECUTIVE SESSION:

13. RECONVENE OPEN MEETING:

Mayor Luz noted the discussion was regarding hiring Eric Swanson for the City Manager position. He noted the Council came to a consensus to offer the contract to Mr. Swanson.

The Council discussed and agreed on compensation and workdays that will be in the contract to be presented at the next council meeting.

14. ADJOURNMENT:

The meeting adjourned at 8:37 p.m.

Respectfully submitted by,

Bonnie Pickett
City Recorder

DRAFT

Bonnie Pickett

From: Lorraine Eileen <andreanhigh@live.com>
Sent: Saturday, June 13, 2020 11:39 PM
To: bonnie.pickett@phoenixoregon.gov
Subject: Re: Council meeting

Hi Bonnie. !

FYI. The tree next to the bench was cut down. So. Never mind on that one. ♦

Thanks.

Sent from my iPad
Lorraine Eileen

> On Jun 9, 2020, at 12:34 AM, Lorraine Eileen <andreanhigh@live.com> wrote:

>

> Hi Bonnie.

>

> There are two comments for the meeting since I am still isolating.

>

> 1. The dog park is FANTASTIC ! It's big enough for big dogs. There's a spot for littles. There's equipment and water ..
The fences are high enough. Just great.

>

> Since we're trying to keep social distance it would be great to have more chairs in the small dog area. Ashland has
these plastic kind and we move them around.

>

> 2. Great. There are 3 gates. ! The one leading to the small dog area needs a sign reminding big dogs to use the other
gates. Big dogs get in and jump on little dogs. They are playing but too heavy for my dog .

>

> When I go there I put up a sign. See below. Thanks.

>

> <image1.JPG>

>

>

> One more. The tree next to the bench on the little side is dying. Birds still perch there and poop on the bench. Can it
be trimmed ?

>

> Thank you.

>

> Sent from my iPad

> Lorraine Eileen

Bonnie Pickett

From: K Mercer <775mercer@gmail.com>
Sent: Monday, August 3, 2020 3:01 PM
To: bonnie.pickett@phoenixoregon.gov
Subject: Tonight's censure meeting

Dear Mayor Lux,

Due to recent events this past June, 2020; and your reaction hence, you need to step down from your mayoral position.

Recently I was caught on video failing to stop while making a right on red move. I don't agree with this situation or law because no other vehicles or pedestrians were endangered. I paid the \$265 fine, which is a financial hardship for me as I am recently unemployed, and I completed traffic school as mandated. I held myself accountable whether I liked it or not.

I watched your video. Not only did you purposely drive into pedestrians, you failed to wear a seatbelt and were distracted. Having just completed traffic school, I know this is all against the law. In addition, apparently some armed supporters of yours tried to start a riot by appearing with weapons to a council meeting.

In conclusion, I paid my fine because I broke the law. I'm not above the law and neither are you. Had you admitted some part of wrongdoing in the June 1st incident, I am sure we would not be looking at censure. Your bully tactics should not be tolerated.

Sincerely,
Kimberley Mercer
N Phoenix Rd
Phoenix, OR

Bonnie Pickett

From: The Phoenix Clubhouse <thephoenixoregon@gmail.com>
Sent: Monday, August 3, 2020 2:01 PM
To: bonnie.pickett@phoenixoregon.gov
Subject: CC Meeting 8/3/20 ~ Email to Council

Hello,

The incident with the mayor made international news, prompted a criminal investigation and caused immense public outcry. His refusal to apologize or admit any wrongdoing has continued to reflect negatively on the city. As a councilor you have the power and obligation to do something about it. A censure is the best available option and I implore you to vote YES on the censure.

Several community members and councilors have also asked the mayor to resign. Chris is divisive and self serving which are both horrible traits for a leader. If you truly want to help the city and be a voice of the people you will ask him to resign as well.

I asked Eric how much the censure investigation and cancelled meeting will cost the city but have not heard back yet. I urge you to consider this when voting because this isn't the first time the city of Phoenix footed the bill for Chris Luz's inappropriate behavior, but it could be the last.

I sincerely hope that Chris provided cell phone and email records to aid in the investigation and that the individuals who were armed at the June 15th meeting have been identified. These individuals have not attended meetings in the past, did not "participate" on the 15th and shook hands with the mayor afterwards so it's extremely odd that no one knows who they are or why they were there. Who stood to gain?

Even when under a microscope, Chris cannot behave professionally or appropriately. He pressured the staff and council to delay their judgement until the criminal investigation was completed and then miraculously the next meeting was cancelled. He attempted to manipulate the agenda so that he could prevent new councilors from participating in the vote about his own censure hearing. Chris also voted against a highly qualified potential candidate who received multiple recommendations from council and the public because he doesn't get along with him. Phoenix deserves better, please do your part.

I also have a few suggestions that are not related to a particular agenda item. I think The City of Phoenix should:

- ~Purchase a banner for Juneteenth next year
- ~Revise the charter, code of conduct, etc. to remove all the gendered language (ex: himself/herself)
- ~Make it possible to participate in all city meetings online (especially during Covid-19)
- ~Provide notices, agenda packets, etc. in English & Spanish
- ~ Provide an app or human translator service so that people can participate online and in person.

Thanks for your time,
Christine Totten

**City Council Executive Session Meeting
220 N. Main St.
Phoenix Plaza Civic Center
Monday, August 03, 2020**

CALL TO ORDER

Mayor Luz called the executive session of the City Council to order on Monday, August 03, 2020, at 7:55 p.m. at the Phoenix Plaza Civic Center.

ROLL CALL

PRESENT: Chris Luz, Angie Vermillion, Robert Crawford, Sarah Westover, Andrew Barrow, Al Muelhoefer and Stuart Warren

STAFF PRESENT: Eric Swanson, Interim City Manager
Douglas McGeary, City Attorney
Bonnie Pickett, City Recorder

Mayor Luz convened into executive session at 7:55 p.m. under ORS 192.660 (2) (a), to consider the employment of a public officer, employee, staff member or individual agent.

Discussion followed and no decisions were made. Mayor Luz closed the executive session and convened into a general session at 8:18 p.m. Following the executive session, Mayor Luz gave an overview of what was discussed. The Council agreed to move forward with an employment contract for Mr. Swanson.

The meeting adjourned at 8:37 p.m.

Respectively submitted,

Bonnie Pickett
City Recorder

**City Council Executive Session Meeting
220 N. Main St.
Phoenix Plaza Civic Center
Monday, June 15, 2020**

CALL TO ORDER

Mayor Luz called the executive session of the City Council to order on Monday, June 15, 2020, at 8:48 p.m. at the Phoenix Plaza Civic Center.

ROLL CALL

PRESENT: Chris Luz, Angie Vermillion, Robert Crawford, Sarah Westover, Jim Snyder, and Stuart Warren

STAFF PRESENT: Eric Swanson, Interim City Manager
Douglas McGeary, City Attorney
Bonnie Pickett, City Recorder

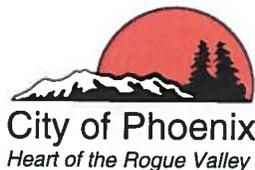
Mayor Luz convened into executive session at 8:48 p.m. under ORS 192.660 (2) (h), to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

Discussion followed and no decisions were made. Mayor Luz closed the executive session and convened into a general session at 9:27 p.m. Following the executive session, Mayor Luz gave an overview of what was discussed and no action was planned.

The meeting adjourned at 9:28 p.m.

Respectively submitted,

Bonnie Pickett
City Recorder



City of Phoenix
Heart of the Rogue Valley

Agenda Item #: 7a.

Agenda Report to Mayor and Council

Agenda item title: Resolution 1059 - Phoenix Oregon Social Equity Policy

Meeting Date: August 17, 2020

From: Eric Swanson, Interim City Manager

Action: Motion, Ordinance, Resolution, Information only, Other

SUMMARY

The proposed resolution was developed during the study session on 7/06. Once a resolution was drafted from the study session, it was placed on the City website for feedback from the public before adoption.

BACKGROUND AND DISCUSSION

Social equity issues have historically been and continue to be a concern in our democratic society. It is important that City of Phoenix Community leaders support efforts to promote social equity on behalf of its citizens.

At the 6/15 city council meeting, the council passed a motion, approving the statement from Chief Bowker regarding George Floyd and racial equity. Additionally, Councilor Westover passed out a statement for City Council review

COUNCIL GOAL SUPPORTED

Goal 18 – Open, transparent, consistent governance.

FISCAL IMPACT

We anticipate that there will be minimal expenses related to the implementation of this policy. Training costs and speaker/trainer fees can be absorbed into the various departmental budgets.

RECOMMENDATION

Staff recommends approval of the resolution to establish a City of Phoenix Social Equity Policy.

PROPOSED MOTION

"I move to approve Res. No. 1059 – A Resolution of Phoenix, Oregon Social Equity Policy.

ATTACHMENTS

Resolution 1059 – Phoenix Oregon Social Equity Policy

**CITY OF PHOENIX
PHOENIX, OREGON**

RESOLUTION NO. 1059

A RESOLUTION OF PHOENIX, OREGON SOCIAL EQUITY POLICY

WHEREAS, the Phoenix City Council condemns the actions of the Minneapolis Police officers involved in the horrific and senseless death of George Floyd on May 26, 2020. We acknowledge and condemn the excessive use of force by police which disproportionately impact black and brown communities nationwide. Our thoughts and prayers are with his family and friends, and the people and communities across the country who are demanding a renewed focus on racial equity and policing; and

WHEREAS, as publicly elected officials we recognize the importance of using this moment for reflection and critical examination of community concerns for potential bias that may pervade our institutions. We accept the responsibility to be responsive to these community interests; and

WHEREAS, as a city, we wish to support and where possible, invest in new and existing social programs and services that prove to divert those in need of services away from the criminal justice system. This includes those in need of service related to mental health, addiction, and homelessness. We acknowledge that law enforcement is not always the most appropriate first responder for every situation and that we must have other social supports in place; and

WHEREAS, a large portion of Phoenix residents are Latino/a, we recognize that lack of translation services can create a barrier to communicating with the City's employees and its representatives, and participating in the City's governance and affairs; and

WHEREAS, we complement our police force for its commitment to continued education, training, and practices to prevent escalation and violence. (See Exhibit A)

NOW, THEREFORE, THE CITY OF PHOENIX RESOLVES AS FOLLOWS:

We commit ourselves to critically engaging in difficult conversations around police accountability and seeking opportunities to change and improve our community.

We will support local efforts to establish and supporting funding a community-based (Non-law enforcement based) mobile crisis intervention program in the Rogue Valley similar to the Eugene-based CAHOOTS model (Crisis Assistance Helping Out on the Streets).

The City of Phoenix will commit to securing annual training in implicit bias for all city staff and elected city officials so that we can learn more about how to recognize and challenge oppression in our everyday environments.

The City of Phoenix will explore Spanish translation services for written materials and public meetings.

PASSED AND ADOPTED by the City Council of the City of Phoenix, Oregon on the 17th day of August 2020 and signed in authentication thereof.

Chris Luz, Mayor

ATTEST:

Bonnie Pickett, Recorder



**CITY OF PHOENIX
PHOENIX, OREGON**

RESOLUTION NO. 1059

A RESOLUTION OF PHOENIX, OREGON SOCIAL EQUITY POLICY

WHEREAS, the Phoenix City Council condemns the actions of the Minneapolis Police officers involved in the horrific and senseless death of George Floyd on May 26, 2020. We acknowledge and condemn the excessive use of force by **SOME** police which disproportionately impact black and brown communities nationwide. Our thoughts and prayers are with his family and friends, and the people and communities across the country who are demanding a renewed focus on racial equity and policing; and

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WHEREAS, as publicly elected officials we recognize the importance of using this moment for reflection and critical examination of community concerns for potential bias that may pervade our institutions. We accept the responsibility to be responsive to these community interests; and

WHEREAS, as a city, we wish to support and where possible, invest in new and existing social programs and services that prove to divert those in need of services away from the criminal justice system. This includes those in need of service related to mental health, addiction, and homelessness. We acknowledge that law enforcement is not always the most appropriate first responder for every situation and that we must have other social supports in place; and

WHEREAS, a ~~large portion~~ **about 15% to 20%** of Phoenix residents are Latino/a, we recognize that lack of translation services can create a barrier to communicating with the City's employees and its representatives, and participating in the City's governance and affairs; and

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WHEREAS, we complement our police force for its commitment to continued education, training, and practices to prevent escalation and violence. (See Exhibit A)

NOW, THEREFORE, THE CITY OF PHOENIX RESOLVES AS FOLLOWS:

We commit ourselves to critically engaging in difficult conversations around police accountability and seeking opportunities to change and improve our community.

We will support local efforts to establish and supporting funding a community-based (Non-law enforcement based) mobile crisis intervention program in the Rogue Valley similar to the Eugene-based CAHOOTS model (Crisis Assistance Helping Out on the Streets).

The City of Phoenix will commit to securing annual training in implicit bias for all city staff and elected city officials so that we can learn more about how to recognize and challenge oppression in our everyday environments.

The City of Phoenix will explore the Spanish translation services for written and public meetings.

PASSED AND ADOPTED by the City Council of the City of Phoenix, Oregon on the 3rd day of August 2020 and signed in authentication thereof.

Chris Luz, Mayor

ATTEST:

Bonnie Pickett, Recorder



City of Phoenix
Heart of the Rogue Valley

Agenda Report to Mayor and Council

Agenda item title: Naming of City Dog Park

Meeting Date: August 17, 2020

From: Matias Mendez, Public Works Superintendent

Action: Motion, Ordinance, Resolution, Information only, Other

SUMMARY

The new Dog Park at Colver Road Park is now open for all dog owners and their furry friends but it still needs a name. It is located on 4042 Colver Road, Phoenix, Oregon 97535 and it includes an agility course, a dog watering station and park benches. The residents of the City of Phoenix have suggested several names for the Dog Park. The City Council is expected to consider the citizen's recommendations on August 17th, 2020.

BACKGROUND AND DISCUSSION

The dog park plan was initiated earlier this year with the hopes of creating a more friendly environment to our furry friends of the City of Phoenix. As per Council Request the Public Works Department took dog park name recommendations from citizens and below, we have listed all the names that were recommended. The Council must now choose a name and the Public Works Department will purchase and install a new sign with the new name printed on it along with the City of Phoenix logo.

COUNCIL GOALS SUPPORTED

N/A

FISCAL IMPACT

The cost of a new sign at the dog park will be approximately \$350 plus staff time. The money for the sign would come out of the Park fund under park signs.

RECOMMENDATION

Name suggested: SNOOPY'S RUN

Name suggested: BOW, WOW! PHOENIX DOG PARK

Name suggested: LEASH OFF ME

Name suggested: Puppy Patch Park (Phoenix can be in front of it)

Name Suggested: Happy Tails Park (Phoenix can be in front of it)

Name suggested: Pawsome Dog Park (Phoenix can be in front of it)

Name suggested: Colver's Dog Wonderland

Name suggestion: My Best Friend's Park

Name suggested: R Daugitz Park or you spell it R Dogitz Park

Name suggestion: Unleash Me and Leave Me Alone park

PROPOSED MOTION

Proposed motion: "I move to name the new dog park _____."

ATTACHMENTS