

**CITY OF ASHLAND
Employment Agreement**

Community Development Director

THIS AGREEMENT, made and entered into this ___ day of November 2006 by and between the City of Ashland ("City") and David Stalheim ("Employee").

RECITALS:

- A. City desires to employ the services of Employee as Community Development Director of the City of Ashland; and
- B. It is the desire of the City to establish certain conditions of employment for Employee; and
- C. It is the desire of the City to (1) secure and retain the services of Employee and to provide inducement for Employee to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and (4) to provide a just means for terminating Employee's services at such time as Employee may be unable fully to discharge Employee's duties due to disability or when City may otherwise desire to terminate Employee's services; and
- D. Employee desires to accept employment as Community Development Director of City of Ashland, and to begin his employment on January 2, 2007.

City and Employee agree as follows:

Section 1. Duties.

The city hereby agrees to employ David Stalheim as the Community Development Director of the City to perform the functions and duties specified in City ordinances, and the job description attached as Exhibit A and to perform such other legally and ethically permissible and proper duties and functions as the City Council shall from time to time assign. The Community Development Director shall devote full time to the performance of his duties. The Community Development Director may hold outside employment so long as it does not impact the ability of the Community Development Director to effectively perform his duties.

Section 2. Term.

- A. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Mayor, with the consent of the City Council in accordance with the City Charter, from terminating the services of the Community Development Director at any time, subject only to the provisions set forth in the section entitled "Severance pay" of this agreement.

B. Employee agrees to remain in the employ of City until January 1, 2009, and, except as set forth in Section 1, neither to accept other employment nor to become employed by any other employer until this termination date, unless the termination date is affected as otherwise provided in this agreement. This provision shall not restrict Employee from using vacation or personal leave for teaching, consulting or other activities provided these activities do not conflict with the regular duties of the Employee.

C. In the event written notice is not given by either party to terminate this agreement at least ninety (90) days prior to the termination date, this agreement shall be extended for successive two-year periods on the same terms and conditions as provided herein.

D. In the event Employee wishes to voluntarily resign the position during the term of this agreement, Employee shall be required to give the City six weeks written notice of such intention, unless such notice is waived by the City Administrator with the approval of the Mayor and City Council. Employee will cooperate in every way with the smooth and normal transfer to the newly appointed individual.

Section 3. Salary.

Beginning January 2, 2007, City agrees to pay Employee a monthly salary at Step C. of the salary schedule (\$7,694) payable at the same time and in the same manner as other employees of the City are paid. The Employee shall be eligible for an increase to step D of the salary schedule (\$7,999) upon completion of a satisfactory evaluation 6 months after start date. In addition, City agrees to annually increase the monthly salary and/or benefits in the same percentage as may be accorded other department heads.

Section 4. Performance Evaluation.

The City Administrator shall review and evaluate the performance of the employee at least once annually.

Section 5. Hours of Work.

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the City, and to that end Employee will be allowed to take compensatory time off as Employee shall deem appropriate during normal office hours, so long as the business of the department is not adversely affected. Work in excess of an average of forty (40) hours per week is deemed part of the professional responsibility for which the Employee shall not be paid overtime but for which he shall receive a minimum of five (5) days of administrative leave each year. Employee will receive additional administrative leave if granted by the City Council in the Management Resolution adopted each year.

Section 6. Automobile.

Employee's duties require that Employee shall have the exclusive use at all times during employment with the City of an automobile to carry out the business of the City. The City shall provide an automobile allowance of \$350/month for the use of said

automobile for travel. Employee shall be responsible for paying for insurance, operation, maintenance and repairs of the vehicle.

Section 7. Health, Welfare and Retirement.

Except as modified by this agreement, Employee shall be entitled to receive the same retirement, vacation and sick leave benefits, holidays, and other fringe benefits and working conditions as they now exist or may be amended in the future, as apply to any other department head, in addition to any benefits enumerated specifically for the benefit of Employee as provided in this agreement.

The City will make a one time contribution of \$5,000 into a deferred compensation account on behalf of the Employee in recognition of the fact that Employee is not currently a member of Oregon PERS and cannot make contributions until he has worked 1039 hours. The City will make that contribution no later than February 1, 2007.

With respect to vacation benefits, the Employee will initially accrue vacation leave with pay at the rate of ten (10) hours per month, and shall therefore accrue additional vacation hours at the same rate as City Department Heads. In addition, the City will credit five (5) days of vacation leave to his account upon employment, which shall be in addition to the vacation time he would otherwise accrue as a City Employee.

Section 8. Dues and Subscriptions.

City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for the continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the City.

Section 9. Professional Development.

A. The City hereby agrees to annually budget and allocate sufficient funds to pay the expenses of the Community Development Director's necessary travel and living expenses to represent the City at conferences or meetings of national and state committees or commissions upon which the Community Development Director serves as a member, said membership on said state commissions or committees being subject to the approval of the City Administrator, and for such other official meetings or travel as are reasonably necessary for the professional advancement of the Community Development Director as approved by the City Administrator

B. City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

Section 10. Professional Liability.

The City agrees that it shall defend, hold harmless, and indemnify the Community Development Director from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the Community Development Director in his individual

capacity or in his official capacity, provided the incident arose while the Community Development Director was acting within the scope of his employment. If in the good faith opinion of the Community Development Director, conflict exists as regards to the defense of any such claim between the legal position of the City and the Community Development Director, the Community Development Director may engage counsel, in which event, the City shall indemnify the Community Development Director for the cost of legal counsel.

Section 11. Severance Pay.

A. In the event of the involuntary termination of the Community Development Director during the term of this agreement, or a successor agreement, he shall be entitled to receive a lump sum payment equal to six (6) months aggregate salary and benefits. Termination by the City, as used in this paragraph, means the Community Development Director's discharge or dismissal by the Mayor with consent of the City Council or the Community Development Director's resignation following a salary reduction greater in percentage than an across-the-board reduction for all city employees, or the Community Development Director's resignation following a formal request to him by the City Council that he resign. Said sum shall be paid to the Community Development Director within thirty (30) days of the next regular council meeting after said termination.

B. In the event Employee is terminated because of his conviction of any crime involving moral turpitude or illegal act involving personal gain to him, then, in that event, City shall have no obligation to pay the aggregate severance sum designated in Section 11.A.

Section 12. Other Terms and Conditions of Employment.

City shall, by amendments to this agreement, fix such other terms and conditions of employment, from time to time, as it may determine, relating to the performance by Employee with the agreement of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this agreement.

Section 13: Moving and Relocation Expenses

The City will pay expenses associated with moving Employee's household from Wenatchee, Washington to Ashland in an amount not to exceed \$10,000. Moving expenses include packing, moving, storage costs, unpacking, and insurance charges for moving and storing Employee's household goods. Moving expenses also include actual lodging and meal expenses and mileage costs for moving two personal automobiles and shall be reimbursed at the current IRS allowable rate while the employee is in transit. Moving expenses shall also include actual lodging, meal expenses, and mileage (or airfare) for up to two visits to Ashland for the Employee and family for the purpose of securing a permanent residence. Finally, moving expenses include the actual costs for employee of securing temporary housing, prior to moving into permanent housing, for up to two months.

Section 14. Severability. If any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with the laws of the State of Oregon, the validity of the remaining portions of the agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision.

Section 15. PERS Pick-up. Employee contributions to the Public Employees' Retirement system (PERS) shall be "picked up" by the City. Employee shall not have the option of receiving money designated for retirement contributions and directly making the contribution to PERS. Employee's reported salary for tax purposes shall be reduced by the amount of the employee's contribution to PERS.

Dated this ____ of _____, 2006.

Barbara Christensen, City Recorder

John Morrison, Mayor

Accepted this ____ day of November 2006.

David Stalheim

David Stalheim

August 10, 2006

Bobbi Peckham -- Peckham & McKenney

Re: Ashland Community Development Director

Dear Ms. Peckham:

Thank you, for taking the time to answer my questions and provide me with the departmental audit. I would like to further explore the opportunity that Ashland might provide. Ashland is just one of those communities that you know must be special. In consideration of my present position and family, however, I'd request you keep this application confidential until you inform me.

My current position in Wenatchee is very similar to Ashland's department. Wenatchee has over 29,000 people in an urban area of 60,000. Our economy and real estate is booming and planning and transportation issues are at the forefront of community concern. I direct planning, building, code enforcement, housing and community development activities. We have eleven employees. You will find the communities that I have lived and worked in relate well to the size and nature of Ashland; communities such as Port Townsend, Port Angeles, Sequim, Forks, Olympia, Leavenworth, and Wenatchee, Washington.

The department audit certainly shows that there would be some challenges to the position. I can understand the demands that the citizens of the community expect where quality of life is highly regarded. I think it is exciting that the city has a new administrator and will soon have a new community development director. This fresh perspective could be good for the community. I think you would find me capable of the challenge.

Highlights of my career that might be pertinent to your search:

- ❖ Regional and state leadership -- I have led the development of regional transportation organizations, land trusts and community development corporations. I have served on several state boards and advisory

committees, including President of the Washington State City Planning Directors Association and the Transportation Improvement Board.

- ❖ Housing and Community Development -- Wenatchee became an entitlement city after the 2000 Census. Ashland's Consolidated Plan was completed by the same consultant (John Epler) Wenatchee used. We have successfully completed community center construction, housing rehabilitation, sidewalks, and public services using CDBG funds. The city is the lead financial entity for other regional housing programs, including a two-county plan to end homelessness. Wenatchee is just beginning to face the work force housing issues as real estate values are quickly accelerating.
- ❖ Planning – Our programs have received several awards (see resume). You can see the city's new comprehensive plan, including waterfront and downtown plans, by visiting our web site at www.cityofwenatchee.com. I have worked on downtown issues in Port Townsend (Main Street program) and Wenatchee (2004 winner of the Great American Main Street award.) I have worked for cities, counties, transit agencies, state fisheries, and historic preservation programs. I have directed and participated in watershed planning activities and was a Conservation District Board Supervisor.
- ❖ Capital Improvements – I manage the city's capital facility planning, sit on a state transportation board and other state grant funding committees, managed two major construction projects (intermodal center and community center), negotiated franchises, acquired and disposed of real estate.
- ❖ Computer Skills --
 - GIS – Can instruct through intermediate level
 - Permit tracking – designed and managed city's permit tracking system (PTWin)
 - Other – Microsoft Office, AutoCAD LT, Access. Corel Draw, Paradox and Eden Financial

Thank you. Additional information is available in my resume or Google me. I look forward to talking with you more about the position, and perhaps getting a chance to visit the community.

Sincerely,

David Stalheim

David Stalheim

Experience	JANUARY 1998 – PRESENT	<u>CITY OF WENATCHEE, WA</u>
	Community Development Director	
	<ul style="list-style-type: none"> ▪ Direct city planning, neighborhood, building, housing, CDBG, community center and code enforcement programs. ▪ Implemented Geographic Information (GIS) and permit tracking system ▪ Managed \$5 million in grant funds for community centers, housing rehabilitation, pedestrian bridges, bike paths, parks and planning ▪ Coordinated city capital facilities planning, negotiated franchises ▪ Acquired real estate ▪ Adopted waterfront revitalization plan and other sub-area plans. 	
	JANUARY 1995 – DECEMBER 1997	<u>LINK TRANSIT, WENATCHEE, WA</u>
	Service Development Manager	
Responsible for transit service planning, guest (customer) services, facilities maintenance and community outreach		
Capital Facilities Coordinator		
Coordinated development of capital facility projects, including an \$8.3 Intermodal Transportation Center in downtown Wenatchee		
May 1989 – January 1995	<u>CLALLAM COUNTY, WA</u>	
Planning Director		
Directed County Planning office, including state growth management laws, water quality, and current planning (permitting)		
Assistant Director Department of Community Development		
Oversight of building and environmental health programs, budget and grant management		
MARCH 1987 – MAY 1989	<u>CHELAN COUNTY, WA</u>	
Plans Administrator		
Responsible for review of development projects and drafting of Lower Lake Chelan Comprehensive Plan. Provided planning assistance to the cities of Leavenworth and Chelan under contract		
1982 – 1987		
Historian, (WA ST) Office of Archaeology and Historic Preservation	10/82 to 3/83	
Historian, National Park Service (Utah)	Summer 1983	
Ski guide (Washington Cascades)	Winter 83/84	
Conservation Corps Supervisor (Point Whitney, WA)	5/84 to 5/85	
Jefferson County, WA Planning Dept. (Shorelines Contract)	7/85 to 6/86	
Commercial Fisherman (Oregon Coast)	Summer /Fall 86	
Education	BACHELOR OF ARTS DEGREE, 1982	<u>THE EVERGREEN STATE COLLEGE</u>
	Major courses of study: Community Planning, Government, Washington State History and Photography	
Interests	Skiing, whitewater rafting, fishing, boating, woodworking, climbing, family	

DAVID STALHEIM

ACCOMPLISHMENTS

BOARDS AND COMMITTEES

- **Washington State Transportation Improvement Board** -- member of a 21 person state board that provides funds (\$70 million annually) to cities and counties for local transportation improvements (www.tib.wa.gov)
- **Land and Water Conservation Fund** – Advisory committee member to the Washington State Interagency for Outdoor Recreation awarding grants for outdoor recreation (<http://www.iac.wa.gov>)
- **Chelan County Conservation District** – past Board Supervisor for conservation district (www.chelancd.org)
- **Washington City Planning Directors Association** – past president of state planning directors association (www.awcnet.org)

AWARDS

- **Physical Plans** – 2004 Honor Award from American Planning Association, Washington Chapter, for Waterfront Plan
- **Great American Main Street Award** – Wenatchee was the 2003 Winner
- **Partnerships** – 1998 Honor Award from American Planning Association, Washington Chapter, for Columbia Street Warehouse District plan
- **Greenway Plan** – 1995 Award from the Association of Consulting Planners for Dungeness River Greenway Plan
- **Growth Management** – 1991 Honor Award from American Planning Association, Washington Chapter, for Urban Growth Area Study

GRANT SUCCESS

- **Wenatchee Community Center** – \$3.4 million project involving rehabilitation of church into community center in low-income neighborhood – multiple grant sources
- **Community Development Block Grant** – \$750,000 grant for housing rehabilitation program and public facility improvements; new entitlement grant and H.U.D. Consolidated Plan completed
- **Enhancement Grants** – Federal transportation enhancement grants, including \$210,000 grant for pedestrian overpass bridge (1999) and \$200,000 for bicycle lane (2001)
- **Transit Grants** – completed application and management of over \$5 million of Federal Transit Administration grants for the construction of an intermodal transportation center
- **Water Quality Grants** – managed numerous water quality grants for Clallam County between 1990 and 1995
- **Other** – numerous small grants less than \$100,000, including state planning and economic development grants

REGIONAL COORDINATION

- **Wenatchee Valley Transportation Council (MPO)** – led organizational effort to form 9 member metropolitan planning organization (2000)
- **Peninsula Regional Transportation Planning Organization** – co-lead staff for formation of 3-county, multi-city and other agency regional transportation planning organization (1991)
- **City/County Revenue Sharing Agreement** – interlocal agreement regarding annexation, planning and revenue sharing for future growth area (2004)
- **Franchise Negotiation** – negotiated cable TV, electric and water franchises (2004/5)

TRAINING

➤ **Computers**

- ArcView/ArcMap – *certified user capable of instructing to intermediate level*
- Microsoft Office – *advanced user of Word, Excel, PowerPoint and Access*
- PTWin Permit Tracking System – *set up system for City of Wenatchee and Chelan*
- AutoCad – *beginning level (open file, plot to scale, create simple drawings)*
- Corel Draw and Paint – *beginning level (display boards)*

➤ **Professional**

- City/County Planning Directors Association, Annual Conferences
- American Planning Association, National and State Conferences
- Univ. of Washington, Daniel J. Evans School, Cascade Management Series – *Working Effectively with the Media, Elected Officials, and Interest Groups; Resolving Conflict and Building Consensus*
- Various city, county, transportation, planning, growth management, housing, community and economic development, historic preservation, citizen participation and natural resource conferences and lectures