

**City Of Woodland
Council Agenda Summary Sheet**

Agenda Item:

Confirm appointment of Amanda Smeller to Community Development Planner effective 5/13/2013 and authorize Mayor to sign Employment Agreement

Agenda Item #:

Action (@

For Agenda of:

May 6, 2013

Department:

Public Works

Date Submitted:

May 1, 2013

Cost of Item:

NA

Amount Budgeted:

NA

Unexpended Balance:

NA

BARS #:

NA

Description:

NA

Department Supervisor Approval:

Public Works Department /s/

Bart Stepp

Committee Recommendation:

Agenda Item Supporting Narrative (list attachments, supporting documents):

- 1) Employment Agreement with Amanda Smeller
- 2) Community Development Planner Job Description
- 3) Amanda Smeller Application and Supporting Material

Summary Statement:

Background:

The City received 20 applications for the Community Development Planner Position. Applications were reviewed and scored by Bart Stepp, Carolyn Johnson, and Webb Wilbanks. Based on that review 10 applicants were moved forward to the second round where the City asked the applicants to supply written responses to 5 different questions. Bart Stepp and Grover Laseke reviewed the essay questions and discussed the results with Webb Wilbanks and Carolyn Johnson. Based on that review four people were selected for interviews.

Interview Process:

On April 12th the four finalists were interviewed by three different panels. The technical panel consisted of Carolyn Johnson, Webb Wilbanks, Dave Simpson, and Matt Hermen (CWCOG Planner). The management panel consisted of Rob Stephenson, Mari Ripp, Gina Anderson, and Tim Dawdy (Clark County Fire and Rescue). The public panel consisted of Marilee McCall, Susan Humbyrd, Nelson Holmberg, and Bart Stepp. Grover Laseke sat in on different interviews but did not ask questions.

Following the interviews all panels met together and came to agreement on offering Amanda Smeller the position.

Amanda Smeller:

Since October of 2007 Amanda has been working as a planner for Skamania County. I talked to her supervisor and a colleague at the County and they both had very good things to say about her. She has lived in Southwest Washington for a long time. She is also the President-Elect for the Southwest Washington chapter of the American Planning Association.

She was the consensus choice in the interview, has the appropriate education and experience for the position, and is a very good writer which is crucial to this position.

Staff Summary and Recommendation

Staff recommends that City Council approve the employment agreement with Amanda Smeller for the Community Development Planner Position.

CITY OF WOODLAND, WASHINGTON
Community Development Planner Employment Agreement
Amanda T. Smeller

The purpose of this Agreement is to confirm the terms of employment relationship between the City of Woodland, (hereinafter referred to as "Employer" or "City"), and **Amanda Smeller**, (hereinafter referred to as "Employee").

1. TERM OF AGREEMENT

Employer and Employee agree that the Employee will commence her employment as the City's Community Development Planner beginning May 13, 2013 and shall continue in such position unless she unilaterally separates from her employment or this Agreement is terminated in accordance with the provisions set forth herein.

2. POSITION AND DUTIES

- (a) Employer and Employee agree that Employee will be employed as City's Community Development Planner and that in this capacity Employee will undertake all such duties ordinarily associated with the administration of the Building and Planning Department as well as other reasonable duties as assigned by the Mayor. The general duties of the position are described in the Community Development Planner Job description, dated January 18, 2013, attached hereto and incorporated by reference herein as Exhibit "A". The City reserves the right to amend and modify said job description. The amendments and modifications will become part of this agreement.
- (b) The Community Development Planner is an "at-will" employee and may be terminated from employment at any time, with or without notice, for any contractual or other lawful reasons in accordance with this Agreement.
- (c) Employee understands that from time to time Employee may be assigned

other duties in addition to those described and that Employee's responsibilities may be modified or expanded at any time by Employer in order to accommodate the needs of City. Employee further understands and agrees that the Community Development Planner position is an exempt, non-civil service "full-time" management position and requires the Employee to work the hours necessary to fulfill the duties of the position. It is understood and agreed that the Community Develop Planner position frequently requires a work week in excess of forty (40) hours. The forty hour plus work week is a regular and normal part of Employee's responsibilities and that the consideration paid for Employee's service reflects that circumstance. Under no circumstances shall she be entitled to overtime compensation for hours in excess of forty (40) hours per week. The rules for Fair Labor Standards Act (FLSA) will be complied with and followed in this classification determination.

(d) Employee agrees to devote her full-time efforts to her duties with the City of Woodland and further agrees not to directly or indirectly engage or participate in any activities while employed with Employer that would conflict with the best interests of the City.

3. EMPLOYER'S COVENANTS

Employer agrees to furnish Employee with such equipment, employees and services as the Mayor and City Council deem necessary to perform Employee's obligations under this Agreement.

4. SALARY AND BENEFITS

Unless stated otherwise in this Agreement, Employee shall receive the employee benefits set forth in this Section 4 as such benefits are defined, described and administered in the "Personnel Policies for the City of Woodland", City of Woodland Ordinance No. 1184. The Personnel Policies for the City of Woodland as they relate to the description and administration of benefits are incorporated by reference in this

Agreement, unless excluded or modified by the terms of this Agreement. The City reserves the right to modify and amend said Personnel Policies. The current Personnel Policies for the City of Woodland including the administrative and other related provisions for salary and benefits are attached as Exhibit B. The salary and benefits for this Agreement are as follows:

- (a) Employee shall begin employment as Community Development Planner at Step 2 and her compensation shall be set in accordance with the City of Woodland's 2013 Administrative Exempt Step Plan. Per Step 2, the Employee's monthly salary shall be Four Thousand Four Hundred Sixty One Dollars (\$4,461.00) beginning May 13, 2013, pro-rated through May, and continuing through December 31, 2013. The salary may be adjusted for both cost of living [COLA] and for non-COLA reasons [e.g., change in Step or change within Step].
 - i. COLA: Council approved cost of living adjustments take effect on January 1. For purposes of this Agreement, if the City Council adopts a COLA in its 2014 Annual Budget, then Employee's salary shall be adjusted on January 1, 2014 by that cost of living increase.
 - ii. Non-COLA: Any future non-COLA salary adjustments shall take place on the Employee's anniversary date, May 13. Therefore any non-COLA salary adjustments approved in 2014 will not take effect prior to May 13, 2014. Non-COLA salary adjustments are not automatic but are subject to annual budget approval, to salary range and steps as set by the City Council and to individual performance review by the Mayor or City Manager.
- (b) A City owned vehicle (including all fuel and maintenance) will be provided for work related transportation and/or the City will reimburse personal vehicle mileage for work related duties per City Policy.
- (c) Pursuant to Ordinance 1184 in its current form, Employee is entitled to an annual vacation of not less than twelve (12) working days per year to be

accrued as follows: For the period beginning May 13, 2013, eight (8) hours of vacation per month shall accrue to the benefit of the Employee, and thereafter on the anniversary of each year of employment. (For the period May 13, 2013 to December 31, 2013 a total of 60 hours will be accrued as per Ordinance No. 1184. Additional vacation time will accrue in accordance with the schedule set forth in Ordinance No. 1184, Section 13 or as presently enacted or later amended.) Any rights to or restrictions on the accrual, loss or carry-over of vacation time shall be controlled by Ordinance No. 1184, as presently enacted or later amended;

- (d) Employee is entitled to 8 hours of Administrative Leave per month subject to the provisions of Ordinance No. 1184, Section 9 [f] as presently enacted except as may be later amended;
- (e) Pursuant to City policy and within the funds budgeted, approved expenses of a non-personal nature but "job related" and incurred by Employee shall be paid by the City. The City Clerk-Treasurer is obligated to make payment thereof or reimbursement therefore, only upon receipt of duly executed vouchers and receipts. Purchases made by credit card must comply with the City of Woodland Credit Card Policy #2003-001, as presently enacted or later amended, or will not be reimbursed;
- (f) The City shall pay the education, travel, subsistence, registration and incidental expenses incurred by Employee in connection with his professional development by attendance at various meetings and conferences including, but not by way of limitation, such as American Planning Association, and such others as are approved by the Mayor, but only to the extent such expenses are within the budget line-item and total department budget.
- (g) For the period beginning May 13, 2013, not less than eight (8) hours of sick leave per month shall accrue to the benefit of the Employee, as pursuant to Ord. 1184, Section 10. Any rights to or restrictions on the accrual, loss or

carry-over of sick leave shall be controlled by the terms of Ordinance No. 1184, as presently enacted or later amended.

- (h) City shall provide medical, dental and vision insurance coverage for the Employee and his dependents to the extent authorized in the annual budget. Basic Life and Accidental Death Insurance may also be provided to the Employee to the extent authorized in the annual budget.

5. TERMINATION

This Agreement shall be terminated upon the occurrence of any one of the following events:

- (a) **Death.** This Agreement terminates on the death of employee;
- (b) **Disability.** This Agreement terminates 120 days from the date the Employee becomes incapacitated from illness, accident or other disability and is unable to perform his normal duties. This 120 day period may be extended by the Employee by the accumulated number of leave days which have not been exhausted or have not expired. The City is not obligated to compensate the Employee during any period of incapacity beyond the accumulated leave balance.
- (c) **Termination Without Cause.** Consistent with Employee's at-will status, the Employer has the right to terminate the Employee without cause as a matter of right upon written notice to the Employee.
 - i. Immediate Termination: Should the Employer choose to make a no-cause termination effective immediately, including termination during probation, Employee shall be paid severance in the following amounts based on the effective date of the termination.
 - 1) On or before May 13, 2014, one month's wages;
 - 2) On or after May 13, 2015, and thereafter, two month's wages;The probationary period is 12 months.
 - ii. Termination for Specific Future Date: If a no-cause termination is not immediate, and if the Employee continues working for the City

through a specified termination day and if the City continues paying Employee her salary (or a pro-rated sum) through the specific termination date, the City shall have no obligation to pay severance of any kind.

(d) **Termination For Cause.** Consistent with Employee's at-will status, the Employer has the right to terminate the Employee. The City shall have no obligation to pay severance. For purposes of this Agreement, the term "cause" includes but it is not limited to the following:

- i. Breach by Employee of any material provision of this Agreement, the violation of the City's Personnel Policies, included but not limited to the acts or omissions set forth in Section 19.3 or the violation of any City policy or Washington State law establishing standards for employee conduct and responsibilities and for conduct of municipal officials;
- ii. Employee's material violation by Employee of any statutory or common law duty of loyalty to Employer;
- iii. Employee's conviction of a felony or any unlawful act involving moral turpitude.
- iv. Employee's violation of any federal, state or municipal statutorily enacted code of ethics and/or violation of any regulations concerning conflicts of interests;

(e) **Termination by Employee.** Employee may terminate this Agreement by giving to the City forty-five (45) days advance written notice. The written notice shall state the Employee's last day which shall be later than 45 days from the date of the notice is personally delivered to the Mayor or Clerk-Treasurer. Employee agrees to make herself reasonably available in order to facilitate transition.

(f) **Exclusion of Section 19.4 [4] of the Personnel Policy for Probationary Period.** Section 19.4 [4] of the City of Woodland Personnel Policy describes the City's

Disciplinary Action Process. Section 19.4 [4] of the Personnel Policy is explicitly excluded from this Agreement. The fact that the City chooses during the term of this Agreement to use any of the management or disciplinary tools as set forth in Section 19 is not and shall not create a contractual obligation or entitlement. In its sole discretion and based on the facts triggering the disciplinary process, the City may utilize any form of disciplinary action described in Section 19.4 at any stage of the process. Prior issuance of a less severe disciplinary action is not a condition precedent to issuance of one of the more severe disciplinary actions. If there is a conflict between this Agreement and the Personnel Policy, the "at-will" employment provision of this Agreement shall control.

6. GENERAL PROVISIONS / CONSTRUCTION OF AGREEMENT

It is understood and agreed that the terms and conditions described in this Agreement constitute the essential terms and conditions of the employment agreement between the City and Employee, all of which have been voluntarily agreed upon. City and Employee agree that there are no other essential terms or conditions of the employment relationship that are not described within this Agreement, and that any change in the essential terms and conditions of this Agreement will be written down in a supplemental agreement which shall be signed by both the City and Employee before it is effective.

If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent be determined invalid or unenforceable, the remaining provisions hereof shall not be affected thereby and shall be deemed valid and fully enforceable to the extent permitted by law.

Any notice hereunder shall be sufficient if in writing and delivered to the party or sent certified mail, return receipt requested and addressed as follows:

If to City: Mayor-City of Woodland
P.O. Box 9
Woodland, WA 98674

If to Employee: Amanda Smeller
6818 NE 150th Place
Vancouver, WA 98682

Notice sent by mail shall be effective three (3) days after deposit for delivery with the United States Postal Service.

This agreement is made and shall be construed and performed under the laws of the State of Washington.

The City and Employee stipulate that the venue for any action arising from this Agreement and Employer's employment whether based on the application of local, state or federal law, shall be the Superior Court for the State of Washington, Cowlitz County. Though this Agreement does not require alternative dispute resolution, alternative dispute resolution [mediation or arbitration] is not prohibited.

The waiver by City of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver by City of any subsequent breach by Employee and the City shall not be stopped from exercising its rights as provided in this Agreement.

The captions and headings of the paragraphs of this Agreement are for convenience and reference only and are not to be used to interpret or define the provisions hereof.

NOTHING IN THIS AGREEMENT WAIVES OR RESTRICTS THE CITY OF WOODLAND FROM MODIFYING OR AMENDING ORDINANCE NO. 1184 OR ANY OTHER PERSONNEL POLICY, BENEFIT PROVISIONS OR CODE OF CONDUCT APPLICABLE TO EMPLOYEES OF THE CITY OF WOODLAND.

7. CONFIDENTIALITY

Both parties agree that the terms of this agreement will remain confidential to the extent that is permissible by law but acknowledge that the Agreement may be

subject to disclosure upon third party request under Washington State public disclosure laws.

DATED this _____ day of _____, 2013

For City of Woodland:

For Employee:

Grover B. Laseke, Mayor

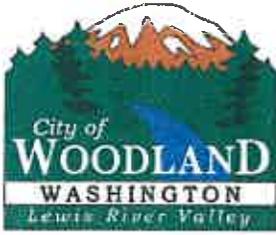
Amanda Smeller

Attest:

Mari E. Ripp, Clerk-Treasurer

Approved as to form:

William Eling, City Attorney



Employment Application

The City of Woodland is an Equal Opportunity Employer

Office of the Clerk/Treasurer
 230 Davidson Avenue / P.O. Box 9
 Woodland, WA. 98674
 360/225-8281, Fax 360/225-7336
 E-mail: jobs@ci.woodland.wa.us

Instructions: Type or legibly print this application using dark ink only. Sign and date the application. An incomplete application or an application which states "SEE RESUME" may disqualify you from further consideration.

GENERAL INFORMATION			
Desired Position: Community Development Planner		Social Security Number	
Last name: Smeller		First name:	Middle name:
Address:		City: Vancouver	State:
Zip:	Home Phone	Work Phone	Cell Phone
E-Mail Address			
Washington State labor laws restrict some employment from persons under 18 years old.			
Are you at least 18 years old? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF NO, what is your birth date? / /			
Are you legally eligible for employment in the United States? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Are you a United States citizen? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
Are you now, or have you ever been employed by the City of Woodland? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	IF YES, give job title:	Department:	Dates of employment:
Will you accept: (Check all that apply)		Shifts you will accept:	Date you can start:
<input checked="" type="checkbox"/> Regular <input type="checkbox"/> Temporary <input checked="" type="checkbox"/> Full Time <input type="checkbox"/> Part Time		<input checked="" type="checkbox"/> Day <input type="checkbox"/> Evening <input type="checkbox"/> Night <input type="checkbox"/> Weekend	
Is there anything that will prevent you from performing the essential functions of the position or positions for which you are applying with or without reasonable accommodation? If so, please explain: No			
Have you been convicted of a felony or criminal offense within the past seven (7) years? If so, please explain: No			
Have you worked under a different name for any employer listed on this application? If so please identify the name that you were known by, and the employer. No			
How long have you lived at your current address? 8 years, 10 months			
If less than 2 years, please provide previous address:			
Do you possess a valid Washington State Drivers License? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		Do you have relatives employed by the City? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

VETERAN'S PREFERENCE -- (Civil Service Positions Only)
Civil Service positions allow veteran's preference in accordance with Washington State law to veterans honorably released from active military service within the last eight (8) years.
Do you claim veteran's preference? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, please attach form DD214 and complete the following items:
Are you retired from military service? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
All dates of active duty: From / / to / /

EDUCATION			
Did you graduate from high school? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Or receive a GED certificate? YES <input type="checkbox"/> NO <input type="checkbox"/>			
Name of College, University, Vocational School, etc.	Major	Years Completed	Degree Title
Clark College	General	2	Associate of Arts
Washington State University	English	2	Bachelor of Arts in English
Portland State University	Land Use/Planning	1	
Indicate any other trades, skills or licenses/certificates you possess related to the position. Include licensing and state expiration.			

BUSINESS REFERENCES – (Three Required)

Name	Address	Phone Number	Years Acquainted
Karen Witherspoon	PO Box 1009, Stevenson, WA 98648	(509) 427-3901	5.5
Jessica Davenport	PO Box 1009, Stevenson, WA 98648	(509) 427-3906	5.5
Nikki Hollatz	PO Box 1009, Stevenson, WA 98648	(509) 427-3903	5.5

PERSONAL REFERENCES – (Three Required)

Name	Address	Phone Number	Years Acquainted

EMPLOYMENT HISTORY

List your work experience, starting with the most recent. Include self-employment, military service, and volunteer work. Attach additional sheets if necessary. Be as complete as possible outlining the duties of each position. Failure to do so may affect credit you receive for experience. **A resume will not substitute for information required in this section.**

MOST RECENT POSITION		Dates Employed:
Employer Skamania County		10/2007
Address PO Box 1009, Stevenson, WA 98648		to
Position Land Use Planner	No. of employees supervised:	/
Supervisor Karen Witherspoon	Phone number (509) 427-3900	Hours per Week 40
Specific Duties Land Divisions, Critical Area Review, Boundary Line Adjustments, Code writing/updating, assisting the public/other agencies, food inspections		Final Salary: \$23.30/hour
Reason for leaving:		May we contact your current employer? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

OTHER EXPERIENCE		Dates Employed:
Employer Metro		09/2006
Address 600 NE Grand Ave., Portland, OR 97232		to
Position Planning Intern	No. of employees supervised:	09/2007
Supervisor Jane Hart	Phone number (503) 797-1850	Hours per Week 8
Specific Duties Assist Parks Staff, organize maps, help with grant applications, research		Final Salary \$0.00
Reason for leaving: Hired as full time employee in Skamania County		

OTHER EXPERIENCE		Dates Employed:
Employer		/
Address		to
Position	No. of employees supervised:	/
Supervisor	Phone number ()	Hours per Week
Specific Duties		Final Salary
Reason for leaving:		

Amanda Smeller
6818 NE 150th Place - Vancouver, WA 98682
(360) 882-5798 – amandasmeller@yahoo.com

Land Use Planner with over five years of professional experience including current and long range planning.

Current Planning

- Involved in various planning processes including land divisions, environmental review (SEPA, critical areas), Conditional Use, and Boundary Line Adjustments.
- Serve as Project Manager
 - Track application/process from start to finish
 - Coordinate with other departments/agencies
- “Planner on Duty”
 - Assist public via written and verbal communication
 - Assist co-workers and Department Director
 - Assist other departments and agencies
- Interpret and implement code requirements including local (County Code), regional (National Scenic Area Ordinance) and state (Washington Administrative Code)
- Prepare reports and findings for the Hearing Examiner and Board of County Commissioners

Long Range Planning

- Code and Policy Updates
 - Update/inform on office procedures/policies
 - Resolution drafting/updating
 - Currently updating sections of the Zoning Ordinance
- Update applications to be more streamlined and user friendly
- Prepare presentation materials for stakeholders (including the County Commissioners and other agencies)

Non-Planning Experience

- Environmental Health
 - Food Inspector Training completed 2012
 - Over one year experience as a Food Inspector
 - Co-manage food program
 - Support Environmental Health Specialist by researching health codes and answering questions

Professional Affiliations

- Member of American Planning Association
 - Accepted to sit for the May 2013 AICP exam
- Southwest Washington APA Board Member (2009 – present)
 - Became President-Elect in January 2013

Skill Set

Permitting/Mapping programs: Black Bear, Paladin, ArcGIS

Other: Windows, Word, Excel, WordPress

Planning Work History

- Land Use Planner – Skamania County, October 2007 – present
- Planning Intern – Metro, September 2006 – September 2007

Education

- Washington State University – Bachelor of Arts in English, December 2002
 - Professional Writing Certificate, also from Washington State University
- Portland State University
 - One year of coursework in Land Use and Planning

March 7, 2013

Mary Ripp,
City of Woodland
Attn: Clerk-Treasurer (Jobs)
PO Box 9
Woodland, WA 98674

RECEIVED

MAR 08 2013

CITY OF WOODLAND

Dear Ms. Ripp:

I am applying for the Community Development Planner position with the City of Woodland advertised on the Washington Chapter of the American Planning Association's website. I have enclosed my resume highlighting my experience.

Currently with Skamania County, I am involved in a wide variety of long range and current planning tasks. I assist customers in locating information for their property and interpret County codes. I help develop policies, procedures and application processes and inform co-workers, the Board of County Commissioners and property owners of this information.

Most recently, I helped draft the County's Medical Marijuana Ordinance which was adopted in December 2012. We are currently in the midst of a Zoning Code update which requires me to conduct research, draft code and help present these proposed changes to the Board of County Commissioners, Planning Commission and the public. A minor Comprehensive Plan update will accompany the Zoning code update.

As our Department shrank in early 2012 due to budget cuts, my duties increased to include Environmental Health projects, including taking over the On Site Septic Code drafting, and the update of the Well and Water Ordinance. This is a process in which I work with local and state agencies to ensure our code supports the Washington Administrative Code. I also co-manage the Food Program and conduct Food Service Establishment inspections.

While I thoroughly enjoy working in Skamania County and the rural nature of the community, I must seek more secure employment where I may remain as long as possible.

Thank you for your time. I look forward to hearing from you.

Sincerely,



Amanda Smeller
(360) 882-5798

Washington State University



To all to whom these presents shall have come: Greeting.

Be it known that we, the President and Faculty of the University under authority of the Board of Regents and the Laws of the State of Washington, have admitted

Amanda Tracy Zweig

to the degree of

**Bachelor of Arts
in English**

Cum Laude

with all Rights, Privileges, and Dignities to that degree appertaining.

Given at Pullman in the State of Washington,
on the Twenty-First day of December in the year Two Thousand and Two.

Arthur Paulsen

President of the University

Joe Stein
President of the Board of Regents