



TOWN OF FAIRFAX

STAFF REPORT

July 12, 2022

Continued Adjourned meeting (from July 6, 2022)

TO: Mayor and Town Council

FROM: Heather Abrams, Town Manager
Janet Coleson, Town Attorney

SUBJECT: Adopt Resolution Appointing David Woltering as Planning & Building Services Director on an Interim Basis and Approving Employment Contract

RECOMMENDATION

Adopt Resolution Appointing David Woltering as Planning & Building Services Director on an Interim Basis and Approving Employment Contract.

BACKGROUND

After serving for five years, the Town's previous Planning & Building Services Director resigned recently. Consultants and the Town Attorney have been filling in when possible, and they are having to balance this with existing demanding workloads. Elsewhere in this Agenda Packet is the agreement amendment to task the recruiter with recruiting for the next on-going full-time Planning & Building Services Director.

DISCUSSION

The Town needs an Interim Planning & Building Services Director while it searches for a candidate who can fill the full-time role long term. Important projects that need support include the Housing Element and Safety updates, Rent Stabilization and Eviction Control, and long-term Planning projects. Staff has identified a retired Planning Director who is willing to work three days per week in the office for three to six months. Mr. Woltering is highly qualified, as can be seen in his attached resume, and he knows the area well because he has recently served as Interim Planning Director for the Town of Ross.

Mr. Woltering is a CalPERS retiree and would be employed by the Town as a Retired Annuitant under CalPERS regulations. The California Government Code regulates compensation for retired annuitants and defines specific rules for appointment.

The applicable California Government Code Sections follow:

- 7522.45(f) requires a 180-day bona-fide break in service. Mr. Woltering has met this requirement.
- 7522.56(e) requires that:
 1. compensation during the appointment must not exceed the maximum monthly base salary paid to other employees performing comparable duties as listed in the publicly available pay schedule for the agency, and

2. the retired annuitant must not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

The Planning & Building Services Director salary range can be found on the Town's publicly available pay schedule at <https://www.townoffairfax.org/documents/salary-schedule/>. The top of the range is listed as \$68.48 per hour. Also in this Agenda Packet is an item requesting that the Council approve updating the salary to be within the current comparable Marin salary ranges; if that item is approved by Council, the per hour pay for Mr. Woltering will be adjusted to the new top salary of \$84.14 per hour, based on his experience and expertise.

- 21221(h) allows a retired annuitant possessing the specialized skills deemed necessary by a governing body to successfully fill a vacant position, to be appointed once to the vacant position during recruitment for a permanent appointment. (The recruitment for a permanent Planning & Building Services Director has commenced.)
- 21221(h) and 7522.56 limits retired annuitant hours to 960 in a fiscal year for all retired annuitant positions with any CalPERS employers.
- 20220 requires the enrollment of a retired annuitant in CalPERS solely for recordkeeping purposes and the reporting of retired annuitant hours within 30 days of the end of a pay period

Staff recommends making this appointment effective July 11, 2022, with a term through the appointment of a new Planning & Building Services Director or, if sooner, upon reaching 960 hours worked within a fiscal year.

FISCAL IMPACT

Assuming that Mr. Woltering works up to the 960 hours limitation in a fiscal year and the top salary is adjusted to \$14,583/month as proposed elsewhere in this Agenda Packet, the total cost of the retired annuitant appointment is \$80,774.40 based on an hourly rate of \$84.14. No budget adjustments are required because the costs for an Interim Planning & Building Services Director is significantly less than the monthly costs of a full-time Planning & Building Services Director position when you include medical, health, and other benefits (e.g., deferred compensation, vacation).

ATTACHMENT

- A. David Woltering Resume
- B. Resolution with Agreement

DAVID WOLTERING, AICP, MPA
Community Planning Consultant

EXPERIENCE

Woltering Community Planning, LLC
San Francisco Bay Area, CA

2018 - Present

In October of 2018, I formed the independent consulting firm of Woltering Community Planning, LLC with the purpose to continue offering my service in the field of Community Development to both public agencies and private sector clients. The focus of my work and professional passion is to create more livable, diverse, and inclusive communities, balancing the needs and interests of economic development, downtown revitalization, balanced growth, and environmental protection. Specific skills that I offer include Government Administration, Community Development, Housing Development, Economic Development, and Active Transport.

Major accomplishments during this period include providing comprehensive Interim Community Development services to three communities - the City of Clayton, the City of Healdsburg, and the Town of Ross in Northern California. In Clayton, my work involved overseeing current planning activities generally and entitling a controversial senior housing project that included affordable housing units. My responsibilities in Healdsburg included direct oversight of project level entitlements for components of three large mixed-use Area Plan developments - Saggio Hills/Montage; North Village; and Mill District. The components included continuum of care senior housing, affordable housing, commercial, hotel, and resort development. In Healdsburg, a significant aspect of the work also involved implementing COVID -19 protocols and continuing to deliver development services safely during this period. In the Town of Ross my work consisted of overseeing Planning and Building functions, assisting to select, on-board, and initiate work with a Housing Element Update consultant team, and prepare for consideration and adoption by the Town Council a comprehensive Facilities Master Plan Update Request for Proposals (RFP). The duration of my work in these communities was 10 months in Clayton, 12 months in Healdsburg, and three months in Ross.

Community Development Director, City of San Bruno
San Bruno, CA

2013 - 2018

As San Bruno's Community Development Director, I was responsible for the City's Planning (Current and Long-Range), Housing, Building, Environmental, and Code Enforcement functions. I oversaw approximately 14 FTEs, other consultant staff, and had significant coordination involvement with other departments, including Police, Fire, Public Services (Public Works/Engineering) and Community Services (Parks and Recreation).

I joined the City of San Bruno during a period of completing a 155+/- acre downtown Specific Plan, referred to as the San Bruno Transit Corridors Plan (TCP); when there was a need to continue efforts to rebuild the Crestmoor residential neighborhood, where 38 homes had been completely destroyed, many more damaged, and, tragically, eight lives lost as a result of the PG&E gas line explosion and fire that occurred on September 9, 2010; when there was a strong desire to remove many long-standing vacant buildings scattered throughout the City's downtown and nearby commercial areas; when there was a desire to revitalize and redevelop many properties in the downtown and surrounding area, developing new housing units linked to public transit and employment opportunities; and, when there was a desire to substantially strengthen the community's overall Code Enforcement program. During the more than five one half years that I worked for the City of San Bruno, there was significant progress and accomplishment within all areas of my responsibility.

Within the TCP area, planned for Transit-Oriented Development in conjunction with an existing Bay Area Rapid Transit (BART) station and a Caltrain station, a 15,220 square foot medical office building was

entitled and completed, replacing a previous obsolete and outdated office building; a three-story, 83-residential unit mixed-use building, with 7,000 square feet of ground floor commercial space was entitled and subsequently built-out, replacing several long-vacant buildings; and a five-story, 62-unit residential condominium (18% affordable) mixed-use building, with 7,700 square feet of ground floor commercial space was moved forward for consideration of entitlements, with the related completion of demolition and removal of a pre-existing long-vacant bank building on the property.

During my tenure as Director, I oversaw a comprehensive update to the City's Housing Element, an update to the City's Inclusionary Housing Ordinance, and adoption of Affordable Housing Commercial Linkage fees.

Additionally, there were a number of public projects completed or initiated, including completion of the City's first Walk 'n Bike Plan (a citywide Bicycle and Pedestrian Master Plan); preparation of a comprehensive update to the City's Zoning Code; preparation and adoption of a Climate Action Plan; preparation of a Comprehensive Downtown Parking Management Plan; and, preparation of a Streetscape Plan for the downtown segment of San Mateo Avenue, the City's primary downtown shopping street.

Community Development Director, City of Clayton
Clayton, CA

2008 - 2013

As Clayton's Community Development Director, I directed a range of the City's functions, including current and long-range planning, building services administration, the City's affordable housing program administration, environmental review, and code enforcement. An important aspect of this work was to assume projects that were underway and keep them progressing forward, while maintaining a sense of stability, continuity, and collaborative team effort within the Department and larger working group. Specific projects that I was involved with included the completion of the Town Center Specific Plan Urban Design Amendment; review of the Creekside Terrace mixed-use project; initiation of the review process of the Clayton Community Church project; adoption of the City's Housing Element Update; administration of the City's purchase and re-sale of affordable housing units; and, resolution of several contentious, long-standing code enforcement matters.

Director of Planning, City of Cotati,
Cotati, CA

2001 - 2008

As Director of Planning for the City of Cotati during one of its more significant development periods in its history, I was responsible for overseeing or directly involved with the following projects: adoption and implementation of the City of Cotati Sustainability Program; initial and subsequent phase development of Cotati's Santero Way Specific Plan, a 23-acre transit-oriented development (TOD) with transit/train station, housing and commercial development along the SMART (Sonoma-Marin Area Rapid Transit) corridor; successful entitlement processing and construction of Lowe's Home Improvement store, the City's primary economic engine, as part of a mixed commercial/residential development on 35 acres at the northwest quadrant of U.S. Highway 101 and Highway 116; preparation and successful adoption of a new Land Use Code; successful entitlement processing and construction of award-winning mixed-use/sustainable infill development; and, completion of the initial phase of work, involving a citywide visioning and charrette process, for a major Downtown Specific Plan and comprehensive update to the City of Cotati General Plan. To address the needs of the increased development activity, I put in place a multi-disciplinary Staff Review Committee (SRC) to help streamline the development review process as well as to improve communication among the various City departments and pertinent agencies.

Planning and Management Consultant,
Santa Rosa, CA

1999-2001

As principal of my own consulting firm, I offered a wide range of services including Project Management, Project Feasibility Analysis, Land Use Planning, Entitlement/Permit Processing, Public Facilitation, and Land Use/Environmental Dispute Resolution. These services were offered to private entities and public agencies. My clients included the County of Sonoma Permit and Resource Management Department, the Sonoma County Local Agency Formation Commission (LAFCO), Sonoma County Regional Parks, City of Petaluma, the City of Cotati, Veale Investments, and Lindsey Michels Property Management and Investments.

Planning Director, Town of Windsor
Windsor, CA

1993-1999

As the Town of Windsor's first Planning Director after incorporation, I was responsible for overseeing current and long-range planning and working with Town officials to put the community's planning framework into place (Windsor was incorporated in 1992). Specific responsibilities included managing the preparation of the Town's first General Plan (including Housing Element), Design Guidelines, Downtown Plan, Town Green Plan, and Growth Management Ordinance; the processing of current development applications, ranging from entitlements for the Shiloh Commercial Center, the Town's primary economic engine, use permits and variances to major General Plan amendments, rezonings, and subdivision maps; overseeing the Town's compliance with the California Environmental Quality Act (CEQA) for both City and private projects; and, supervising the Town's code enforcement activities. The position also required coordinating the planning-related activities of various departments and serving as a spokesperson for the Town on planning matters with outside agencies.

Principal Planner, City of Rocklin
Rocklin, CA

1987-1993

As Principal Planner, I supervised the day-to-day activities of the City of Rocklin Planning Department. Specific responsibilities included supervising the professional and clerical staff for the purpose of processing a wide-range of development applications. Applications ranged from use permits and variances to major General Plan amendments, rezonings and subdivision maps. In addition, this position required management of special projects, including preparation of a city-wide transportation study, a Civic Center Specific Plan, and a Housing Element Update.

Planning Consultant, Martin Carpenter Associates
San Carlos, CA

1984-1987

In this position, I was involved with a broad range of urban and regional planning assignments for both public and private sector clients. These assignments included acting in the capacity of a staff planner for both the Town of Los Altos Hills and the City of San Carlos; preparing staff reports and environmental documentation for the cities of San Mateo and Belmont; and processing development applications through communities for private clients, including the Federal Express Corporation. My concluding responsibilities included supervising the day-to-day operations of the City of San Carlos Planning Department.

EDUCATION

University of San Francisco, San Francisco, CA
Master of Public Administration, May 2009

San Francisco State University, San Francisco, CA
Post-graduate coursework in the following (1982-1983):

- City and Regional Planning
- Transportation Planning
- Cultural, Economic and Physical Geography
- Environmental Studies

University of California, Santa Barbara, CA

- Bachelor's Degree - Political Science (1977)
- German Studies

George August University, Goettingen, Germany (UC Education Abroad Program, 1975-76)

- Government
- German Studies

PROFESSIONAL ORGANIZATIONS

American Planning Association (APA)
American Institute of Certified Planners (AICP)
International Making Cities Livable (IMCL)

SPECIAL TRAINING

Management of Planning Services - Paul Zucker, Zucker Systems
Urban and Regional Planning - University of California Extension
California Environmental Quality Act (CEQA) - University of California Extension; CA CLE

PROFESSIONAL PAPERS

"Explosive Economic Growth in the San Francisco Bay Area has Created Significant Job Growth and Opportunity, but at What Cost?", 53rd International Making Cities Livable Conference, Rome, Italy, June 13-17, 2016

"Integrating High Technology Knowledge Work Environments into Communities through Purposeful Design!", 54th International Making Cities Livable Conference, Santa Fe, NM, October 2-6, 2017

"San Bruno's City of Short Distances - Creating a Vision for Bay Area Livability, while maintaining Economic, Social and Cultural Diversity", 55th International Making Cities Livable Conference, Ottawa, Ontario, Canada, May 14-18, 2018

"Experiencing the Health Benefits of the San Francisco Bay Trail", 56th International Making Cities Livable Conference, Portland, Oregon, June 17-21, 2019

"Windsor, California's Remarkable Transformation from Sprawling Subdivisions to a Beloved Town with a Vibrant, Mixed-Use Town Center", 57th International Making Cities Livable Conference, Carmel, Indiana, June 8-12, 2021

"Maintaining a Livable Community while Adapting to COVID-19 Protocols - Perspectives and Experiences from Healdsburg, California", 57th International Making Cities Livable Conference, Carmel, Indiana, June 8-12, 2021

"A Downtown Reimagined - Visions and Strategies to Restore Vibrant, Safe, and Memorable Connections to Historic Squares, Districts, and Public Spaces of Downtown Santa Rosa, California", 58th International Making Cities Livable Conference, Le Plessis-Robison (Paris), France, May 18-21, 2022

REFERENCES

Available on Request

RESOLUTION 22-__

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX
APPOINTING DAVID WOLTERING AS THE INTERIM PLANNING & BUILDING
SERVICES DIRECTOR
AND APPROVING EMPLOYMENT CONTRACT**

WHEREAS, Government Code Sections 7522.56 and 21221(h) permit the Town of Fairfax (“Town”) to appoint a California Public Employees’ Retirement System (“CalPERS”) retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment; and

WHEREAS, the position of Planning & Building Services Director is currently vacant; and

WHEREAS, CalPERS retired annuitants are limited to 960 hours of service in a fiscal year; and

WHEREAS, in order to ensure continuity in the operation and management of the Department of Planning & Building Services, the Town Council desires to retain the services of David Woltering, who is a retired member of CalPERS, to serve as Interim Planning & Building Services Director for the Town, effective July 11, 2022; and

WHEREAS, David Woltering has extensive experience in managing, directing, and overseeing Planning & Building Services in northern California municipalities; and

WHEREAS, an appointment under Government Code Section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the recruitment process for a permanent Planning & Building Services Director has commenced; and

WHEREAS, the 180-day wait period requirement set forth in Government Code Section 7522.56(f) does not apply because David Woltering has been retired for more than 180 days; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the permanent replacement for the vacant position of Planning & Building Services Director commences his or her employment, or, earlier if he has served the allowed 960 hours, or the date that this appointment is terminated by the Town Council, the Town Manager or David Woltering; and

WHEREAS, the compensation paid to retired annuitants cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate; and

WHEREAS, the base monthly salary for this position is \$14,583 and the hourly equivalent is \$84.14; and

WHEREAS, the hourly rate to be paid to David Woltering is \$84.14; and

WHEREAS, David Woltering will not receive any other benefits, incentives, compensation in lieu of benefit or any other form of compensation in addition to this hourly pay rate; and

WHEREAS, pursuant to Government Code Section 7522.56(e)(1), David Woltering must certify in writing to the Town Council upon accepting an offer of employment that he has not received any unemployment insurance compensation arising out of prior employment with a public employer that is subject to Section 7522.56 during the 12-month period preceding the effective date of this appointment. Execution of the Agreement for Interim Planning & Building Services Director Services shall fulfill this requirement.

**NOW THEREFORE, THE TOWN COUNCIL OF TOWN OF FAIRFAX
RESOLVES AS FOLLOWS:**

SECTION 1. All facts set forth in the background section of this Resolution are true and correct.

SECTION 2. David Woltering has the specialized skills needed to perform the work required of the Planning & Building Services Director position on an interim basis until a permanent Planning & Building Services Director is appointed by the Town Manager and ratified by the Town Council and thereafter begins service or earlier if the Interim Planning & Building Services Director reaches the allowed 960 hours.

SECTION 3. The Town Council hereby appoints David Woltering as Interim Planning & Building Services Director effective July 11, 2022, until the date immediately preceding the date on which the permanent replacement for the vacant position of Planning & Building Services Director commences his or her employment, unless earlier terminated, pursuant to the authority provided under Government Code Sections 21221(h) and 7522.56, pending the recruitment, selection and employment of a permanent Planning & Building Services Director.

SECTION 4. The employment agreement with David Woltering, a copy of which is incorporated herein as Exhibit "A", is approved by the Town Council.

SECTION 5. The Town Manager is authorized to execute said agreement on behalf of the Town, with such technical amendments as may be deemed appropriate by the Town Manager and Town Attorney.

The foregoing Resolution was duly passed and adopted at a regular meeting of the Town Council of the Town of Fairfax, held in said Town on the 6th day of July 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Stephanie Hellman, Mayor

Attest: _____
Michele Gardner, Town Clerk

TOWN OF FAIRFAX
EMPLOYMENT AGREEMENT
for
INTERIM PLANNING & BUILDING SERVICES DIRECTOR

1. PARTIES AND DATE.

This Employment Agreement (“Agreement”) is made by and between the TOWN OF FAIRFAX (“Town”) and DAVID WOLTERING (“Retiree”), effective July 11, 2022, to provide in writing the terms and conditions of employment as interim Planning & Building Services Director. The Town and Retiree are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Interim Planning & Building Services Director. Due to his experience and specialized skills, the Town desires to employ the services of Retiree as interim Planning & Building Services Director of the Town, and Retiree desires to accept employment as interim Planning & Building Services Director. It is the desire of the Parties through this Agreement to establish conditions of employment and to set working conditions for Retiree.

2.2 Temporary Appointment. Retiree’s employment is authorized by Government Code Sections 7522.56 and 21221(h), which permit the Town Council to appoint a California Public Employees’ Retirement System (“CalPERS”) retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for other CalPERS employers, unless an exception applies.

2.3 Retiree Representations. Retiree represents that he is a retired annuitant of CalPERS within the meaning of Government Code Sections 7522.56 and 21221(h) (“Statutes”) and acknowledges that his compensation is statutorily limited as provided in Government Code Section 21221(h). Retiree represents that, as of the effective date of this Agreement, he has not worked for another CalPERS state or contracting agency as a retired annuitant during the 2022-2023 fiscal year, and that he therefore acknowledges that he can work up to a total of 960 hours for the Town, a state agency or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during the 2022-2023 fiscal year, unless an exception applies. Retiree further affirms that his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement, as that term is defined in Section 3 of this Agreement.

3. TERMS.

3.1 Duties. In accordance with Resolution No. __, the Town Council has appointed Retiree as interim Planning & Building Services Director pursuant to the terms set forth in this Agreement. Thus, the Town shall employ Retiree as interim Planning & Building Services Director to perform the duties and functions of the Planning & Building Services Director position, as set forth in the job description attached hereto as Exhibit A. The Town Manager shall have the authority to determine any additional duties and functions to be performed by Retiree under this Agreement and the means and manner by which Retiree shall perform those duties and functions.

Retiree agrees to devote all of his business time, subject to the hourly limitation set forth under Section 21221(h), skill, attention, and best efforts to the discharge of the duties and functions assigned to him pursuant to this Agreement and by the Town Manager.

3.2 Town Documents. All data, studies, reports and other documents prepared by Retiree while performing his duties during the term of this Agreement shall be furnished to and become the property of the Town, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information and other materials either created by or provided to Retiree in connection with the performance of this Agreement shall be held confidential by Retiree. Such materials shall not, without the prior written consent of the Town Council, be used by Retiree for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3.3 Conditions of Employment.

3.3.1 Part Time Authorized. Retiree is expected to devote necessary time, within normal business hours, to the business of the Town. However, in accordance with Government Code Section 21221(h), Retiree shall not work under this Agreement for more than a total of 960 hours in any fiscal year, unless an exception applies. It is understood by both parties that employment with other CalPERS employers shall count against the 960 hours per fiscal year limitation, unless an exception applies. In the event Retiree is providing services to any other CalPERS Agencies during the term of this Agreement, Retiree must notify the Town of such employment and disclose on a periodic basis (at a frequency determined by the Town) the number of hours Retiree is performing services for that other public agency. Notwithstanding the preceding, Retiree shall be responsible for ensuring that he does not work in excess of 960 hours in a fiscal year, taking into account hours worked for any CalPERS Agency during the same fiscal year, unless an exception applies. Retiree shall be allowed to establish a schedule that is less than full time in order to maximize the use of the 960 hours throughout an entire fiscal year; provided, however, that Retiree's schedule shall be acceptable to the Town Manager and shall be established in advance.

3.3.2 No Conflicts. During the term of this Agreement, Retiree shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Retiree's duties under this Agreement.

3.4 Compensation; No Fringe Benefits.

3.4.1 Compensation. For services rendered pursuant to this Agreement, Retiree shall be compensated at the hourly rate of \$84.14. The Town has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the Town to other employees performing comparable duties as listed on the Town's publicly-available pay schedule. This hourly rate is established pursuant to the requirements of Government Code Section 21221(h) and may only be modified if permitted thereby. The compensation shall be paid at the same time and in the same manner as wages are usually paid to Town employees and shall be subject to all applicable taxes, and other required deductions. Such compensation shall be Retiree's sole compensation for his services under this Agreement. Notwithstanding the foregoing, the Town shall pay for workers' compensation insurance for Retiree. Retiree shall not be entitled to any additional benefits provided by the Town to its employees, including, but not limited to, paid

vacation, paid holiday leave, paid sick leave, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance, unemployment insurance, and vehicle allowance.

3.4.2 *Deferred Compensation Plan.* As of the date of this Agreement, the Town provides a Deferred Compensation Plan pursuant to an agreement or agreements with financial institution(s) qualified to provide such plans under applicable provisions of the Internal Revenue Code. Subject to the terms and conditions of such agreement(s) and the Deferred Compensation Plan thereby established, the Town and Retiree acknowledge that Retiree may be eligible to participate in said plan while serving as Interim Planning & Building Services Director. All contributions to that Plan must be made by Retiree.

3.4.3 *Reimbursable Expenses.* The Town shall reimburse Retiree for his direct, reasonable and necessary expenses incurred in the performance of his duties and in compliance with Town policies. Reimbursements are not compensation and shall not be reported to CalPERS.

3.5 **Term; Termination.**

3.5.1 *Term.* The term of this Agreement shall be effective as of July 11, 2022, and shall be a single appointment ending on the date immediately preceding the date on which the permanent appointee to the vacant position of Planning & Building Services Director commences his or her employment or, if earlier, the date the Retiree has served 960 hours, or that this appointment is terminated by the Town or Retiree in accordance with Section 3.5.2.

3.5.2 *Termination.* This Agreement may be terminated with or without cause at any time upon thirty (30) days advance written notice given by Retiree to Town or immediately upon notice by Town to Retiree. No compensation or severance payment of any kind shall be payable upon termination of this Agreement, other than any compensation due and owing under this Agreement through the last effective date of employment. The Parties understand and agree that the temporary employment relationship created by this Agreement is “at-will” and that the Retiree shall serve at the will and pleasure of the Town Manager, and may be terminated at any time, without notice and with or without cause. Nothing in this Agreement, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the Town Manager to terminate, without cause or right of appeal or grievance, the services of the Retiree at any time and without notice. Notice of termination may be delivered personally or by mail.

3.6 **Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose, by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

TOWN: Town of Fairfax
142 Bolinas Road
Fairfax, CA 94930
ATTN: Town Manager

RETIREE: ADDRESS ON FILE

Alternatively, notices required pursuant to this Agreement may be personally served in the manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

3.7 **Indemnification.** The Town shall defend, hold harmless and indemnify Retiree against any tort, professional liability, claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Retiree's services as interim Planning & Building Services Director, except that this provision shall not apply with respect to any intentional tort or crime committed by Retiree, or any actions outside the course and scope of his employment as interim Planning & Building Services Director.

3.8 **General Provisions.**

3.8.1 *Integration.* This Agreement constitutes the sole and complete agreement between the parties. This Agreement supersedes any ordinance, rule, regulation, policy, or procedure of the Town that is inconsistent with the Agreement. No amendments to this Agreement may be made except in writing and signed by the parties.

3.8.2 *Severability.* If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.8.3 *Bonding.* If applicable, the Town shall bear the full cost of any fidelity or other bonds required of Retiree in the performance of his duties as interim Planning & Building Services Director.

3.8.4 *Modification.* Any modification to this Agreement will be effective only if it is in writing and signed by both Parties.

3.8.5 *Effect of Waiver.* The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.8.6 *Assignment.* Neither this Agreement, nor any right, privilege or obligation of Retiree hereunder shall be assigned or transferred by his without the prior written consent of the Town Manager. Any attempt at assignment or transfer in violation of this provision shall, at the option of the Town Manager, be null and void and may be considered a material breach of this Agreement.

3.8.7 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of Marin, California.

3.8.8 *No Presumption of Drafter.* The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement.

Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.8.9 *Assistance of Counsel.* Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

3.8.10 *Retiree Certifications.* In accordance with Government Code Sections 7522.56(e)(1) and (g), Retiree certifies and represents to Town that he has not received any unemployment insurance compensation arising out of prior employment during the 12-month period prior to the appointment described in this Agreement.

IN WITNESS WHEREOF, the Town of Fairfax has caused this Agreement to be signed and executed on its behalf by its Town Manager, and duly attested by its Town Clerk, and Retiree has signed and executed this Agreement, both in duplicate, effective on the day and year first above written.

TOWN OF FAIRFAX

RETIREE

Heather Abrams
Town Manager

David Woltering

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM (optional):

Michele Gardner, Town Clerk

Janet Coleson, Town Attorney

EXHIBIT A
TOWN OF FAIRFAX
PLANNING & BUILDING SERVICES DIRECTOR
JOB DESCRIPTION

DEFINITION

- Under administrative direction, the Planning and Building Services Director plans, supervises and coordinates the Town's planning and zoning activities, oversees the building inspection activities of the Town, and does other related work as assigned by the Town Manager. The Planning and Building Director is expected to personally perform the more technical and complex aspects of the work of the department, and to perform related work as required.

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DISTINGUISHING CHARACTERISTICS

- This is an “at will” single class management position at the Director level overseeing planning and building services for the Town. The position must use considerable discretion, decision-making skills, and independence in their work, remain even keeled, and be skilled, compelling, and persuasive in their written and verbal presentations and reports. Incumbents will perform the most complex aspects of the work and oversee staff and consultants to meet project deadlines and expectations.
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- This class is distinguished from other Directors by its responsibility for all Planning and Building duties and functions and Town services.

SUPERVISION GIVEN AND RECEIVED

This Planning and Building Services Director supervises full-time and part-time professional planning and building positions, provides technical direction and oversight to contract building and planning consultants, and works closely with the Town Engineer.

EXAMPLES OF DUTIES

Depending upon assignment, duties may include, but are not limited to, the following:

- Supervises the work of the department; assigns and redirects the work of others; discusses training needs of individuals with Town Manager; edits and combines work of subordinates into a finished report.
- Presents plans to Town staff, advisory committees and governing bodies.
- Manages and directs the overall work activities of current and long-range planning projects.
- Assigns new project applications, monitors/manages and prioritizes workload, creates procedures and guidelines to improve permitting processes.
- Assists the Town Manager and Finance Director with preparation and monitoring the Department’s budget.
- Conducts studies of human, physical, natural, economic and governmental resources for planning studies and reports; analyzes existing plans in the subject area, notes deficiencies in policy or legal authority in defined areas for possible recommended

changes; relates plans to goals and policies of various governmental programs and analyzes possible conflicts or contradictions.

- Prepares graphic material for presentation to various boards, commissions and community groups.
- Prepares major planning documents such as the Town General Plan, community plans, environmental documents and specialized plans such as area specific plans, air and water quality plans, solid waste plans, environmental compliance and related topics.
- Performs research and analysis of difficult, complex and specialized planning problems; coordinates the development of a major section of planning activity with other governmental and private groups requiring a high level of public or inter-agency contact.
- Assists and advises the public in preparation and filing of applications for planning approvals; evaluates public and private development project applications for variances, conditional use permits, subdivision approval, design review, lot line adjustments, etc., for conformance to zoning, environmental and other legal requirements; reviews applications by researching zoning codes, precedent cases and effect on zoning or general plans; inspects the property and surrounding area to gather facts; prepares written reports stating the nature of the request including a recommendation for a decision; signs building permits for zoning compliance.
- Coordinates the preparation of charts, maps, visual displays, and other graphic and drafting work by technical or professional personnel; assists or personally participates in general staff meetings by making presentations on the progress of projects.
- Generates documents and correspondence, communicates with others; updates computer system files; prepares, reviews, and maintains forms, files and other necessary records.
- Answers questions, signs building permits, provides information and assistance to the public in person, on the telephone and in writing regarding highly specialized or difficult, complex planning programs.
- Makes zoning ordinance and other regulatory interpretations and decisions that lower-level staff members are unable to make.
- Develops and maintains positive working relationships with co-workers, other Town employees and the public using principles of good customer service.
- Review and evaluate development proposals to assure compliance with the Town's General Plan, Zoning Ordinance, Regulations, Housing Element, the California Environmental Quality Act (CEQA) and other applicable Federal, State and Local laws, polices and regulations.
- Coordinates the agenda for Planning Commission meetings.
- Perform related duties as assigned by the Town Manager.

QUALIFICATIONS

Knowledge of:

- Principals, methods and practices of urban planning, general building codes, and zoning administration.
- California Planning Law, Environmental Quality Act and Subdivision Map Act.
- Principles of supervising, training, and evaluating subordinate staff.
- Current and Long-Range Planning.
- Principles of organization, administration, budget, and personnel management.
- Adobe Acrobat Pro DC, Microsoft Word, Excel, Publisher, and PowerPoint as it pertains to Planning.

Ability to:

- Plan, prioritize, review, direct, implement, and perform work assigned to the section.
- Supervise and train subordinate staff.
- Suggest alternative work methods or special training.
- Evaluate graphic design and site plans; plan, organize and carry through research projects effectively.
- Collect, analyze, interpret and apply complex zoning and planning data.
- Make effective decisions regarding planning and zoning.
- Present the results of research effectively in oral, written or graphic form.
- Read and interpret maps and legal property descriptions.
- Learn to problem solve and understand, interpret, and explain a wide variety of laws, ordinances, codes, rules and regulations relating to land use issues.
- Work effectively with and advise appointed citizens advisory committees and groups and various official boards and to communicate orally and in writing concerning specific planning studies, projects and programs.
- Prepare clear and concise written reports; reason logically and speak effectively.
- Perform difficult, complex, and specialized planning studies and projects with a great deal of independence.
- Lead by example, promote professional growth and development of subordinate staff.
- Establish and maintain effective working relationships with Town employees, other public agencies and the general public.

EDUCATION AND EXPERIENCE

A combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Equivalent to graduation from an accredited college or university in Urban or City Planning or closely related field.

Five (5) years of progressively responsible and broad experience in professional planning work, preferably in the public sector, including management and supervisory experience. A Master's degree may be substituted for one year of required experience.

Licenses and Certifications:

Possession of or ability to obtain, an appropriate and a valid CA driver's license within 120 days of employment or the ability to convey oneself from one geographical location to another multiple times a day, timely.

Physical Demands

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 25 pounds.

Environmental Elements

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures.