# ROUND MOUNTAIN TOWN BOARD REGULAR MEETING DONALD L. SIMPSON COMMUNITY CENTER

650 CIVIC DRIVE, HADLEY SUBDIVISION ROUND MOUNTAIN, NEVADA

rmtownadmin@gmail.com

TUESDAY, MARCH 8, 2016 - 4:30 P.M.

#### **MINUTES**

Members Present:

Greg Schoen, Member

James Swigart, Member Roger Morones, Member

Members Absent:

Lisa Davila, Clerk

Wes Hubred, Member

Also Present:

Pearl Olmedo, Interim Town Manager

Citizens Present:

Michael Hardy

Dave Hendriks

Pearlene Nockideneh Mitch Mittelstadt Sergio Olmedo Brittany Hampton Antonia Nockideneh

Lily Lopez

# **APPROVED**

JUN 2 0 2016

ROUND MOUNTAIN TOWN BOARD

#### **CALL MEETING TO ORDER**

ACTION: Schoen called the meeting to order at approximately 4:30 p.m.

#### PLEDGE OF ALLEGIANCE

The pledge was recited.

#### **GENERAL PUBLIC COMMENT (first)**

Dave Hendriks reported the propane tank was taken care of.

Pearl Olmedo let everyone know that the Round Mountain High School track would be doing a car wash fundraiser in front the Teen Center.

## ELECTION OF ROUND MOUNTAIN TOWN BOARD OFFICERS FOR THE YEAR 2016

ACTION: Swigart nominated Greg Schoen as Chair. Morones seconded the motion; motion passed 3-0.

ACTION: Schoen nominated James Swigart as Vice-Chair. Morones seconded the motion; motion passed 3-0.

ACTION: Swigart nominated Lisa Davila as Clerk. Schoen seconded the motion; motion passed 3-0.

#### APPROVAL OF MARCH 8, 2016 AGENDA

Olmedo requested to strike item 5.

**ACTION:** Morones motioned to accept as amended. Swigart seconded the motion; motion passed 3-0.

## READING, CORRECTION, AND APPROVAL OF THE JANUARY 12, 2016 AND JANUARY 26, 2016 MEETING MINUTES

Agenda item removed.

DISCUSSION, DELIBERATION AND DETERMINATION TO 1) UPHOLD THE BID PROTEST BY ASPEN DEVELOPERS CORP. FOR TOWN OF ROUND MOUNTAIN WASTEWATER TREATMENT FACILITY REHABILITATION BID PWP #RM 2015-1 AND RETURN THE BOND POSTED OR OTHER SECURITY SUBMITTED WITH THE NOTICE OF PROTEST TO THE PERSON WHO POSTED THE BOND OR SUBMITTED THE SECURITY; OR 2) REJECT THE BID PROTEST BY ASPEN DEVELOPERS CORP. FOR TOWN OF ROUND MOUNTAIN WASTEWATER TREATMENT FACILITY REHABILITATION BID PWP #RM 2015-1 AND A) DETERMINE THE EXPENSES INCURRED BY THE ROUND MOUNTAIN TOWN BOARD BECAUSE OF THE UNSUCCESSFUL BID PROTEST, B) PROCEED WITH A CLAIM AGAINST THE BOND OR OTHER SECURITY IN AN AMOUNT EQUAL TO THE EXPENSES INCURRED BY THE ROUND MOUNTAIN TOWN BOARD BECAUSE OF THE UNSUCCESSFUL BID PROTEST, AND C) RETURN ANY MONEY REMAINING AFTER THE CLAIM HAS BEEN SATISFIED TO THE PERSON WHO POSTED THE BOND OR SUBMITTED THE SECURITY

Hardy noted Lumos & Associates responded to the protest questions.

Schoen noted Olmedo and Hardy met with NDEP regarding the extension the Administrative Order of Consent; then asked the timeline to completion, if all bids were rejected and a rebid process were to take place.

Olmedo stated September 30, 2016 was the deadline.

Hardy stated it would be tight – weather permitting on portions of it. He noted based on the weather this year, the liners need to be installed properly at the right temperatures.

Schoen asked if any expenses were incurred due to the bid process.

Olmedo responded the extra work required of Lumos & Associates due to the protest.

Hardy noted not including the costs this evening and presented information.

Olmedo stated approximately \$1,955.00.

Swigart noted one of the concerns that was brought up if we were to re-bid we might see litigation or protest from the other contractors.

Olmedo stated they were confident the awarded contractor would have a valid protest if they were to move forward and uphold the bid and move forward with the project.

Schoen noted they were on a timeframe and received and extension from NDEP and needed to be pretty careful about not tripping ourselves and ask for another extension or run the risk of not completing the project on time. He expressed his confidence in the work of Mike Hardy and Lumos & Associates as far as research and reviewing contracts and the responses provided.

**ACTION:** Schoen made the motion to reject the bid protest brought by Aspen Developers and move forward with project as originally awarded to Pearson. Swigart seconded the motion. Schoen amended the motion to return the bond in full. Swigart seconded the amended motion; motion passed 3-0.

### JAMES CUELLAR REQUESTING USE OF TOWN BALLFIELDS

Olmedo noted Mr. Cuellar was not in attendance and a letter was included in their packet.

ACTION: Agenda item was tabled.

# DISCUSSION AND POSSIBLE DECISION TO WAIVE DONALD L. SIMPSON COMMUNITY CENTER RENTAL FEE FOR FATHER/DAUGHTER DANCE SPONSORED BY ROUND MOUNTAIN PTO

Olmedo noted PTO contacted her and the Father/Daughter Dance was scheduled and mentioned the fees may be waived if they request it of the Board as they are fundraising for Round Mountain schools.

Schoen asked how much is the rental fee to be waived.

Olmedo asked Morones how many hours they were requesting.

Morones stated maybe three hours total.

Olmedo asked if Lopez gave an amount, was it \$35 or \$50.

Morones noted nothing was set in stone, they know there's a rental fee but an amount was not given.

Swigart noted they waived in passed and a deposit was requested and returned if everything was in good shape.

Olmedo also noted the rules are to be followed and a deposit will be returned upon approval of the Facilities Aide.

Morones introduced Brittany Hampton as the President of the Round Mountain PTO.

The date for the dance was April 8, 2016 and Morones noted the Round Mountain PTO are 501c3 Non-Profit Organization.

**ACTION:** Swigart motioned to waive the rental fee and requested a deposit in the amount of \$50.00. Schoen seconded the motion; motion passed 3-0.

# DISCUSSION AND POSSIBLE DECISION TO REMOVE EXTRA CHARGES IN AMOUNT OF \$305.25 ON A ROUND MOUNTAIN PUBLIC UTILITIES ACCOUNT, DUE TO USE OF 156,000 GALLONS AS REQUESTED BY JUDY CAMPBELL

After discussion, the Board needed further information and a trend in water use was needed and they requested October and November 2015 use.

ACTION: Agenda item was tabled.

DISCUSSION AND POSSIBLE DECISION TO AUTHORIZE AND APPROVE RESOLUTION NO. 2016-01, AUTHORIZING THE ESTABLISHMENT OF A POLICE/SHERIFF SPECIAL REVENUE FUND TO RECEIVE FUNDS ALLOCATED PER THE NYE COUNTY SALES AND USE TAX ACT OF 2007

Olmedo explained this fund was created for the Police/Sheriff and an opinion was requested of the State Tax Department of Taxation in terms of where the money is to be placed, it was currently deposited into Nye County's general ledger and department of taxation came back with an opinion that the special revenues is to be placed into each entity's account.

ACTION: Schoen motioned to approve Resolution 2016-01. Morones seconded the motion; motion passed 3-0.

# <u>DISCUSSION AND POSSIBLE DECISION TO AUTHORIZE AND APPROVE RESOLUTION NO. 2016-02, AUTHORIZING THE ESTABLISHMENT OF A FIRE SPECIAL REVENUE FUND TO RECEIVE FUNDS ALLOCATED PER THE NYE COUNTY SALES AND USE TAX ACT OF 2007</u>

**ACTION:** Schoen motioned to approve Resolution 2016-02. Swigart seconded the motion; motion passed 3-0.

#### CORRESPONDENCE, AWARDS, AND ANNOUNCEMENTS

- 1. Draft Amendment to the Administrative Order on Consent entered into on June 5, 2015, between the Nevada Division of Environmental Protection and Round Mountain Public Utilities attached is signed AOC.
- 2. Letter from State of Nevada Department of Taxation Re: Annual Audit Report Fiscal Year 2014-15, dtd. 2/23/16.
- 3. Tonopah Town Board & Library Board of Trustees Meeting Agenda for 3/9/16.
- 4. Letter from Sandra L. Merlino, Re: Appointment to the Round Mountain Town Board, dtd. 3/1/16.
- 5. Letter to Sheriff Sharon Wehrly Re: Special Fireworks Permit 2016, dtd. 3/8/16.

Olmedo reviewed correspondence and noted letter from department of taxation stated there were no violations found in the audit ending June 30, 2016.

Schoen asked when the fireworks process would start.

Olmedo noted the process had begun and should have two quotes by end of the week.

Swigart asked if there were applicants for the fireworks license.

Olmedo noted she will submit for Dan Sweeney.

#### NYE COUNTY COMMISSIONER'S MEETING REPORT

Olmedo read a statement as submitted by Commissioner Lorinda Wichman.

#### Pearl;

Once again I will be in Carson City the day your board meets. Seems to always happen that way. I would like to say a few words to your board and maybe I could impose upon you to read them into your minutes for me.

Update from your Commissioner.

#### First and foremost;

As you know there were multiple applicants for this vacant seat and I applaud their commitment to the community. I hope the other applicants will reapply when opportunities present themselves.

I would like to welcome your new board member, Roger. Roger's long time contributions to the community, upbeat attitude, ready smile and forward thinking manner make him an outstanding candidate. On behalf of the County and myself, personally, thank you for your service. I look forward to being of service to you and your board.

#### Next:

We, the Nye County Board and the larger community of the Nevada Association of Counties, worked hard to have the net proceeds taxes returned to the actual owed calculation & payment during the last legislative session. The State's actions to calculate net proceeds based on estimates and paid in advance proved to be a folly we could not afford. Over estimating and then paying back the already spent dollars was devastating to Nye County during a time when revenue was already at its lowest. We took this action knowing the cost....... This upcoming budget cycle will be the hardest in recent history as we will be without any net proceeds for the 2016/17 FY.

I am committed to sticking out the hard times and moving the County to still leaner and cleaner use of the revenues we have to fulfill the mandated services.

As you are also aware we have met with some challenges in re-establishing medical services in Tonopah. There are differing interpretations of the NRS' governing the definition of a hospital, medical service and the uses of Hospital District tax revenue. I believe we are very close to having a work-around and although it isn't finalized and a public announcement is premature, I am confident some level of services will be restored very soon. My next conversation with the providers is scheduled for Friday. In the meantime..... I hope you have noticed the work taking place at the Tonopah Clinic building by the IT staff of the provider. Our local Heroes (EMTs), the County Emergency Services Coordinators, and several private services along with our neighboring counties have all come together to provide the best care possible in the situation until services are restored.

It will be necessary to make changes to the NRS to address the devastating medical environment suffered by many rural areas throughout Nevada and the western states. The old models are simply not sustainable. Current definition of a Nevada Rural Hospital requires over 50 individuals on the payroll before one admittance of a patient. That isn't acceptable. In concert with the immediate efforts taking place in Tonopah I am working with the Legislative Committee on Health Care, the Legislative Council Bureau, Assemblyman Oscarson, Senator Goicoechea and the Department of Taxation (virtually anyone who will stand still long enough to listen) to present language changes for the laws that will allow for a better model of providing Frontier medicine. I will be testifying on the 23th of this month to the Legislative Committee on Health Care where I will present two solutions to start the fussin', cussin' and discussin' that is required to change the law.

One last thing, I started a face book page to provide updates to all on these efforts. You can find the page by searching for Nye County District 1 Discussions. Feel free to add to the dialog on the page.

#### Thank you

Lorinda A Wichman
Nye County Commission
775-761-1626

Schoen noted two important things came out of that, the information about the hospital in Tonopah and the healthcare moving forward. He explained to Morones net proceeds and the Town of Round Mountain, as in the past we don't put those funds in the budget pool for use. They essentially go into our savings account and we don't count on those funds. With experience last year with the library district, but we made a short term loan to the library district, which they paid back in a timely manner. And to Commissioner Wichman thanks for the update and she's welcome to any meeting she can make.

## PERSONNEL ACTIONS: A. DISCUSSION, DELIBERATION, AND POSSIBLE DECISION ON A COMPENSATION PACKAGE FOR THE POSITION OF TOWN MANAGER

Olmedo noted from last meeting the Board requested a compensation package of her. She reached out the District Attorney's Office and other local government departments heads and requested their assistance. And based on the information she received, the package was presented.

Schoen asked it's in the form of an employment agreement included.

Olmedo noted correct.

Schoen asked where did they settle on a salary number.

Olmedo noted they did not settle on a number.

Schoen noted there was a ballpark figure although they didn't act on it.

Olmedo noted she was put on the spot and came up with \$68,000.

Swigart noted they had it right at \$60,000.

Schoen also added was it grade 29 mid-point - \$70,907.

Schoen noted he read through the employment agreement and understands a week is not a lot of time to put these things together and think about it; for the most part it reads pretty well. There are a couple concerns and that was at-will appointment Subparagraph A in regard to the severance pay and Morones what was your concerns.

Morones stated same concerns, there were two to discuss and again just coming in and looking it – the first one was part 3 sub-paragraph A that also talks about the severance pay for a year. And the other one he had was Part 5 sub-paragraph B housing allowance.

Swigart asked Olmedo and your fears are what, the severance package almost admits that you're going to fail and he didn't see that.

Olmedo stated she wasn't taking it like that, speaking with neighboring town managers it seems to be the norm of how their agreements are drafted; in a sense you're looking at it as an insurance policy on my end – she didn't have a fear of getting terminated, it's just a trend among neighboring town managers, and thought it doesn't hurt to ask.

Schoen noted his concern...

Olmedo interrupted apologizing to Schoen and noted – pretty much if they were to take this as is, she would be walking away from any annual, sick, any time earned since 2009 and she's not entitled to it. She noted Sweeney's contract also had a severance package with lines A, B, and C.

Schoen noted his concern the termination clause A and Nevada is an at-will state and if they were to terminate any employee for, let's pick some, if they committed an egregious act – this has nothing to do with you – so when he says these things it could be anyone – misuse of Town property, misappropriation of Town funds, any of those kind of things that would be truly a (Swigart added "negligent"), an offense a person that could be terminated immediately in his view to essentially reward such behavior with a year's pay and has a hard time with that.

Olmedo noted they could put language in there should the employee be terminated for cause the severance pay is completely off the table and that could list out such items.

Schoen stated he thought they needed something, it would be very difficult to list the thousands of things that one could do to get terminated.

Swigart added if you follow the job description it has standards you have to meet in that position right.

Olmedo stated it's pretty well lined out the job description is well outlined.

Swigart added if you adhere to that job description it shouldn't be an issue, now if you waiver, that could be some of the verbiage you could use correct.

Olmedo stated correct.

Schoen noted there needs to be some revision to Paragraph A. Paragraph B he had no problem with, that's pretty well standard.

Olmedo noted they could add a paragraph in there and noticed Sweeney's stated something in terms to the severance pay-out.

Swigart asked if she were to be terminated in her position why wouldn't you be eligible for what you've accrued for vacation and sick time. You basically earned it.

Olmedo explained it was an at-will position and noted the previous town manager did not receive all of his pay-outs. So in sense she was learning from his mistakes to be honest.

Morones stated he thought anything accrued and earned while in a position would be paid out anyway because it's already services rendered.

Olmedo noted so they thought with Sweeney.

Morones noted he wasn't familiar with how Sweeney's went down.

Schoen explained there was negotiations for his services as volunteer fire chief, he was given a pay-out in lieu and essentially contracted with the Town for so many hours of service.

Olmedo noted yes that happened, annual leave was traded for two years of service and the town house it was the sick leave wasn't paid out in full per his contract.

Schoen stated he will be the first to admit but he wasn't entirely familiar with state of Nevada labor law. Is POOL PACT familiar with these kinds of things.

Olmedo noted they are guide and if they want a lawyer to put this together, they would have to pay for their services, so she opted to go with the free service of the district attorney.

Swigart asked that number 3 Part A, does it even need to be in this?

Olmedo noted that's what we are here for to discuss, deliberate, and amend.

Swigart noted if that wasn't there, B covers the direction that I would feel comfortable with.

Schoen stated 3 needs some work and not quite sure that he himself can sit here in the next little bit of time and work out the language.

Morones noted he agreed, this isn't something that can be done as they sit. A little more needs to be looked at in regards to that A on 3; it just needs to be revised written differently, I'm not comfortable with the year severance but not saying that there shouldn't be anything there. Again he wouldn't even know where to begin to revise that.

Swigart stated if at the end of the year, the evaluation of the town manager process, all we're trying to change any unacceptable behaviors but it would have to be something very negligent for termination, right?

Olmedo noted correct. She noted bear in mind if she were to leave employment at her will, this section is void.

Morones stated sure, if you left at your own will, agreed, understood.

Schoen noted under the previous town manager's contract Section 2.2 For Cause Termination – the employee may be terminated for failure to perform his duties in a satisfactory manner or for other just cause and in that event shall not be eligible to receive the severance pay detailed above. Prior to termination for cause the employee will be afforded a pre-termination hearing.

Swigart noted that needs to be...

Morones noted "for cause, we're looking at..."

Schoen repeated terminate for failure to perform the duties in a satisfactory manner or for other just cause.

Swigart noted that's almost verbatim there but...

Schoen added with the exception of this.

Swigart noted right, with the exception of that.

Schoen stated he didn't think any of them were comfortable with the year package. Is that correct?

Swigart stated no.

Morones stated he would agree, that's correct for him.

Schoen stated he would be more comfortable with accrued sick leave, annual leave, or even some amount of... the problem again that lies in his head – is if somebody is just not performing the way that the Board expects that's one thing. If somebody is essentially misuses their office or doing things that are essentially (Morones added unethical or bad for the Board or the Town), Schoen went on to say, "exactly." In his own mind if somebody just doesn't work out then okay, you tried in that case he didn't have a problem with some kind of a package but if somebody's created an act against the Town or against the Board or misuse funds or those kinds of things, he has a hard time essentially rewarding a person for doing something.

Olmedo noted with that, we can incorporate that language in there such as if they find that it is just cause, pretty much it states if you find a good enough reason to terminate me, based upon personnel policy manual based upon the job description then yes Part A. is void, it can be voided.

Morones noted he thought it needed to be rewritten to incorporate something like that, he would agree with that. But it would also have to incorporate an actual timeline for severance given. Even if it was, is it a year that you're still comfortable with?

Schoen stated in lieu of 5 B employer shall provide housing allowance in the amount of x dollars, did you have a figure in your head?

Olmedo stated she had not. It was stemmed off conversation from last meeting, it was stated among the Board there was a precedence set, so based on that she put it in.

Schoen noted they need look at tax implications of either an outright allowance or an increase in pay in lieu of. He's not a tax attorney, but there are ways that could be treated.

Olmedo noted as an example, there was longevity pay we can work it like that, previous town manager, admin supervisor and rec director received, it was ten percent of their annual salary and that dollar amount was not included in their merit increase.

Schoen noted some employers will offer housing, they charge rent but they gross up salary to include on the income side for rent and deduct on the other side when they agree to a rental amount, it becomes a wash but that way it shows up as income but then it's also a deduction. Not trying to defer too many things but without the full Board here, he didn't want to go too far in making any decisions without the full Board here.

Morones noted his only concerns, not knowing what past dictated and without knowing a number, and if that's what we were to decide tonight he didn't know what history has dictated but what's in this in regards to the housing and how that should work. So looking on drawing from history something from the past and he just didn't have anything to draw from, that would be his only question.

Schoen noted there's a lot of undocumented history as to how the previous town manager came to have a house and those kind of things, he wasn't here. And he didn't know if Swigart had some insight to it. Some of that goes back to twenty years. (Swigart noted twenty-three years.) He knows he didn't have the background on that.

Swigart stated and all those decisions were made by previous Board members and probably aren't even around. And asked what number would you throw out there?

Olmedo stated five hundred. Five hundred bi-weekly. Five-hundred a month. If you were to go bi-weekly, it's twelve thousand a year. If you want to do comparisons, it's a whole lot cheaper than buying a house and maintaining and the man hours that were put into the town manager's house that we used to have.

Swigart asked that would also include maintenance.

Olmedo noted in lieu of maintenance that we used to provide to the previous town manager.

Schoen noted at this point, hate to put this back on you but you've heard our concerns about 3A, you have figure in mind for 5B, reading through the rest of it, he didn't have any particular issues with the rest of the contract. We discussed the vehicle and we will get in to budget, if we have sufficient funds to outright purchase another vehicle if the pickup truck that (Olmedo noted that we're replacing.) and Morones not sure how much you are aware of this but the truck that the previous town manager used was essentially set up as a fire response vehicle. And we did have some discussion last board meeting about taking that vehicle and putting it to the fire department for use by the fire chief or assistant chief if that vehicle was needed for a fire call-out; and then looking at the budget to see if we would have sufficient funds capital item moving forward in next year's fiscal year to purchase a replacement vehicle in lieu of that one. Is the explorer a four-wheel drive (Olmedo noted it is)? And maybe look at a lesser vehicle maybe we don't need another four wheel drive we could go with a run around vehicle for staff to use. All that being said but Olmedo heard our concerns and if you could have something back to us before the next regular scheduled meeting so we could have a chance to look at it again before that meeting, is that reasonable?

Olmedo stated yes and no, she hoping for a decision whether in her favor or not, she is struggling with keeping up with the workload of maintaining three positions. She hoping to hear a definite answer as to hire for a town manager or administrative supervisor. She's been pulling long hours and don't mean to put their feet to the fire but need to know.

Swigart stated with what they have here, we could add some verbiage in a relatively quick time that's already been used that maybe you would agree with.

Schoen mentioned last meeting they authorized the hiring the unfilled position.

Olmedo stated yes we did fill the administrative aide position; essentially she is training also still maintaining some of those duties until she is fully trained. She is still doing duties of an administrative supervisor and trying to keep up with the town manager position; and really only devoting twenty percent of her time she is filling in an interim basis.

Schoen noted if you were promoted today that would still leave basically still leave the same workload.

Olmedo noted correct but it would speed up the process of hiring for the vacant position.

Schoen stated he is not comfortable with making decisions with three of the five board members present tonight. If you can turn this document, what's the minimum time posting agenda?

Olmedo stated by 9 a.m. tomorrow for Monday afternoon or if waiting until Thursday morning then not until Tuesday.

Schoen noted the dilemma he sees, until they see the agreement they essentially agree on they will go back and forth. To set a meeting for next Monday, that may work that may not work. If we set a special meeting from a week, he guessed it comes down to how fast do you think you can turn this piece of paper around back to us and we go can go back and forth over the next few days to get the one that we all know we can live with so that we don't run into the same situation at the next meeting.

Olmedo noted you're wanting me to add language to item 3, we really can't go back and forth because we cannot make motions or pre-agreements without being present in a board meeting. So the idea of going back and forth with what is written and send to you and come back with a response, we could be borderline violating the NRS pertaining to governing bodies in how they are to be properly conducted.

Swigart stated what if they added this verbiage and replace it all, 2.1A, 2.1B and 2.2 from the old contract.

Morones noted and replacing all of A and removing B in its entirety.

Schoen noted essentially replacing item 3 in the proposed contract with 2.1 and 2.2.

Swigart noted it covers everything we discussed.

Morones added it covers it and it covers the times of the severance are appropriate.

Schoen noted as far as the housing goes, he didn't have a particular issue with it except you'll have to propose to us how you want to see that incorporated whether it's a separate check or whether it's into some other account.

Olmedo noted it would be cleaner to put it into one check; finance department is swamped as they have diminished their personnel size to a few folks in the office and would like it in one check so we don't cause extra workload.

Morones noted so on one check including salary line item breakout.

Swigart noted with the pay scale if you look it only moves it up one click to the right. That's twelve thousand dollars.

Schoen noted if you include it as a part of a gross up pay then it's like you've increased your salary by x amount so the taxes go up with it. The other way to do, like how's its done by our present employer and it goes in one side and goes out the other and essentially it's a wash.

Swigart noted they will determine how to pay out later.

Schoen stated in general agreement that five hundred a month is an okay number.

Morones noted that would be okay if the number was five hundred but it's not it's a thousand a month. She's asking five hundred bi-weekly.

Schoen noted right, he knew but he's saying five hundred a month.

Morones noted five hundred a month.

Schoen noted it's just our discussion and it's up to Olmedo.

Morones noted to like it or not.

Swigart stated he thought after a year that, in past with Sweeney's contract benefits has been tweaked.

Schoen noted this contract isn't forever its negotiable.

Olmedo stated its negotiable and made sure it was stated in this contract – "agreement are subject to renegotiation at any time with mutual consent of both parties" which would be herself and the board.

There was discussion to set a special meeting and availability of members.

**ACTION:** Schoen motioned to schedule a special meeting on March 15 at 4:30 p.m. for final negotiation of the contract and determination to promote Pearl Olmedo to Town Manager. Swigart seconded the motion; motion passed 3-0.

# PERSONNEL ACTIONS: B. DISCUSSION AND POSSIBLE DECISION TO PROMOTE PEARL OLMEDO TO TOWN MANAGER

**ACTION:** Agenda item tabled.

## BUDGET WORKSHOP - THIS WORKSHOP IS TO DISCUSS THE 2016 - 2017 FISCAL YEAR BUDGET

Olmedo reviewed salaries and benefits – the overall amount for all departments \$1,202,856.89. She noted the figures will change when final decision to town manager and administrative supervisor is made.

Administration – \$505,107.47

Fire - \$94.869.15

Recreation - \$114,954.24

Swimming Pool - \$112,100.01

Buildings and Grounds - \$237,395.42

RMPU - \$138,430.59

### GENERAL PUBLIC COMMENT (second)

There was none.

## **REVIEW AND APPROVE VOUCHERS**

**ACTION:** Swigart motioned to approve as submitted. Morones seconded the motion; motion passed 3-0.

### **ADJOURN MEETING**

Meeting adjourned at approximately 6:10 p.m.