

**ROUND MOUNTAIN TOWN BOARD
SPECIAL MEETING
DONALD L. SIMPSON COMMUNITY CENTER
650 CIVIC DRIVE, HADLEY SUBDIVISION
ROUND MOUNTAIN, NEVADA
rmtownadmin@gmail.com
TUESDAY, MARCH 1, 2016 – 4:30 P.M.**

MINUTES

APPROVED

JUN 20 2016

**ROUND MOUNTAIN
TOWN BOARD**

Members Present: Lisa Davila, Clerk
Greg Schoen, Member
James Swigart, Member
Wes Hubred, Member

Also Present: Pearl Olmedo, Interim Town Manager
Tini Mittelstadt, Administrative Aide

Citizens Present: Pearlene Nockideneh
Mitch Mittelstadt
Antonia Nockideneh
Sergio Olmedo
Frank Davila

CALL MEETING TO ORDER

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

PLEDGE OF ALLEGIANCE

The pledge was recited.

GENERAL PUBLIC COMMENT (first)

There was none.

APPROVAL OF MARCH 1, 2016 AGENDA

Olmedo noted changes, item 4 there are no January 12, 2016 minutes.

ACTION: Schoen motioned to accept as amended there are no January 12, 2016 minutes. Swigart seconded the motion; motion passed 4-0.

READING, CORRECTION, AND APPROVAL OF THE DECEMBER 15, 2015 AND JANUARY 12, 2016 MEETING MINUTES

Davila questioned if they were checking for spelling and Olmedo responded wanted to make sure the agenda items and dates were correct.

ACTION: Swigart motioned to approve the December 15, 2015 meeting minutes. Hubred seconded the motion; motion passed 4-0.

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

Davila asked Olmedo what did she include to consider?

Olmedo noted she gave the job description for the position and a salary schedule for the position.

Davila asked what pay Olmedo was at as interim?

Olmedo and Schoen responded the start of grade 29.

Schoen stated to Olmedo, he was going to put her on the spot and asked if there was a salary number?

Olmedo stated she had not given it much thought, right now on the spot she responded \$68,000 was a comfortable start place. She didn't know if they wanted to go to percentage increase, if they started at 5% it would go into the next scale; \$68,000 salary was starting at an hourly rate of \$32.69. If they would rather go for a 10% increase, its goes up to \$31.15 it's roughly in the 31 starting scale. And that's the breakdown of numbers.

Hubred asked Olmedo if he may ask, what was she at before she took the internship?

Olmedo responded when she took the position in 2013 she started at step 23, and from there she progressed to 24 or 25. She was at the cusp of the grade 25.

Davila noted we moved her up to 29.

Swigart noted he thought the numbers were obscured a little bit, because with Sweeney, he had housing provided also.

Olmedo stated yes.

Davila stated she thought they need to keep in mind, as we are doing comparisons; Dan Sweeney wasn't given a house when he came aboard. That came after years of service.

Swigart replied right, but it should balance out, because Olmedo's not the fire chief either, Sweeney was doing two rolls so that balances out, if you are with me. Olmedo's not doing the fire chief and she is not being provided housing either.

Olmedo noted granted she was not doing the fire chief aspect, and recollected to the time they were talking about Sweeney's succession plan when he retired, the board at that time, asked her to continue on with maintaining, overseeing and actually handling the budget of the Town. She won't have that hat so to speak, but she will continue to do the budgeting and preparing the tentative budget and final budget and overseeing the revenues and expenditures that go with the Town. So if they were to speak in a private industry terms she would more or less be taking on the CFO position, Chief Financial Officer, the duties of that job.

Schoen noted with the 29 grade that puts you today at \$59,092, mid-point is \$70,907 and the next is \$82,721. The raises don't follow this do they; they are based more on merit at 3 or 4% or whatever the number has typically been, so once you in a starting place in a grade then your salary advance more as a merit position and doesn't actually follow whether it is midpoint or max.

Olmedo noted to keep in mind the merit system doesn't have to be 4%, it can range from 2% to 4%.

Swigart asked based on evaluations?

Olmedo stated yes and explained the 4% is the maximum we decided for the fiscal year 2014-2015 on the anniversary date of each employee there was an evaluation form that is filled out for them and that determines what percentage they will receive.

Schoen asked what number did she throw out?

Olmedo responded \$68,000.

Schoen noted the previous manager had the use of a Town vehicle; did she want that as part of her package also?

Olmedo stated since her interim time, she's put on a lot of mileage on her personal vehicle. Yes, she would be interested in one. She explained that she checked on things in her private vehicle and that it was easier for her to jump into her own vehicle since it's parked at her home on the weekends.

Schoen stated not only the thing of putting miles on your vehicle, we didn't ask the question of the insurance company, but if you get into this using a personal vehicle for Town business, there's an insurance question.

Olmedo noted it could be frowned upon by our insurance.

Davila stated actually under this personnel action, that they put the cart before the horse. She thinks B should have come before A, because it just makes more sense that way, you know, if we want to promote her and if we do then what do we want to pay you, so it's kind of hard to try to decide.

Olmedo stated if she wants to flip flop it, it is really up to the four of you.

Davila asked do you want to discuss B before we discuss A.

Schoen stated well, there are a couple ways to look at, one – you can do it that way, come up with a compensation package and you offer that to the person and you say “here's the job and the package” are you willing to except.

Davila noted ok, we will just stay on task.

Swigart thought they were getting real close to coming out with a number.

Schoen stated not in the form of a motion yet, he was thinking is \$68,000 and the use of vehicle and it doesn't make a difference which vehicle was used, don't we have a SUV?

Olmedo stated the administration office utilized the Ford Explorer for Town business; the administrative aide used it to go to town and then that leaves us without a vehicle.

Schoen added he didn't know how the previous Town Manager, whether the vehicle was assigned to him, or the vehicle was just there and he just used it.

Olmedo noted it was dedicated to the town manager/fire chief.

Schoen stated well again, my thought, not in the form of a motion yet is; the \$68,000 salary and the use of that dedicated vehicle; the Town Manager to use at their discretion, in town and out of town, Town business travel. That was his thought.

Hubred added he wanted to clarify, Olmedo as the interim making \$68,000 or was she making \$68,000 before.

Olmedo replied no, her interim pay was at the \$59,000.

Hubred stated ok, he misunderstood and thought Olmedo was at the \$68,000 already.

Schoen asked Olmedo do we have to assign you a grade and a place within a grade or can we just pay the salary and this chart is just used as a guide?

Olmedo though as a guide.

Davila asked Sweeney was also under a contract?

Olmedo replied correct, so this position will be under a contract also. Along with salary we have to discuss...

Davila went on to say because it was at the Board's discretion, if it wasn't working out we could terminate his employment at any time.

Olmedo replied correct, with that being said, herself as the employee signing a contract with those terms, there are also other things that should be brought up too. In the event that she could be terminated, let's say "a month in". There were some parameters she would like to take in protecting herself. Speaking with other town manager's around the state, asking for guidance, keeping in mind whether we were going to advertise or advancer her. They had said what they had done, and she would like to follow suit with what other town managers have done and ask for a year's compensation at the current salary at termination.

Swigart asked a severance package?

Olmedo stated right, a severance package if they were to terminate her.

Davila to Olmedo, so obviously you have some of things you are wanting.

Olmedo replied correct.

Davila stated she thought that is important, that as a Board that they were all on the same page and that they know what it is that you are asking for. She would like to see that, your interpretation. This is what you want. This is what your contract should look like. Here is what you are asking, so that we can collectively say yay or nay, to what you are proposing to us. Instead of having to set here and decide on things that may not benefit you.

Olmedo noted from the last meeting they talked about pay, and all Town employees are afforded those benefits of course, if you are a full time employee, you come with the paid benefits. The extra things outside the norm of a regular full time employee, would be deciding on a yearly salary. Deciding on for the position, requesting certain things if they board were to terminate her contract. The Town vehicle, is that for only for working hours, or is that 24-7, was she allowed to take it home. She explained she was called to check out keys on a weekend, and she were to be called to check things out, things that may happen over the weekend.

Schoen stated the use of a Town vehicle, is you take it home and if you get a call, or any Town business, you take it. It is hard to write in an employment contract that covers every possible thing that comes along, so you have to think about it in the broad terms. If you are the Town Manager and you have Town business whether it is 3 o'clock in the afternoon or 3 o'clock in the morning, you have the Town vehicle to use at your discretion.

Olmedo also noted if she were to be advanced, she will be going from an hourly position to a salary position. She currently accrues comp time, so there are other things we have to consider. Seeing as how she's going to go to a salary position, you would have to consider paying out her comp time currently on the books. Is the annual leave going to remain the same, is she to carry only 80 hours or is there a number? 480 hours was what the previous Town Manager was able to carry without having to worry about the use it or loss it every year.

Schoen noted he had no idea what the current state personnel rules are in regard to that.

Davila stated there is a whole lot more that they have not looked at in order to make a decision on this, she didn't feel comfortable with making a decision on it and would like to see what it is that Olmedo is asking for. She would like to be able to compare it with Sweeney's old contract, to see if they were missing something. Not only for their protection but Olmedo's as well. She didn't think that they were able to tonight, with the information that they have, to make a decision tonight.

Schoen stated his view on this would be that vote and move forward on the basis, essentially they have a vote of confidence in your ability to go forward and do the job as Town Manager. Knowing full well that they have to successfully negotiate an employment contract.

Swigart noted when Sweeney retired back in November, he had all that information that they already looked at, this is what he was getting paid, this was his evaluation, this was his contract, the precedence has already been set with some of this stuff, in my opinion.

Schoen stated to Davila, he did agree in the sense to promote somebody in without the employment contract, they almost have to have one.

Davila stated you have to have a contract, you are absolutely correct, for us to say let's promote Olmedo to this position without a contract she didn't think it's a good idea for anybody, for Olmedo or for this board.

Schoen asked Olmedo how long do you think it would take for you to take Sweeney's, because that is the only one they had to work off of, and redline it, or whatever you want to do to it, purpose your changes. Do you have this in word version or is this just PDF?

Olmedo replied it is PDF.

Davila asked if she could have it done before next the meeting?

Olmedo replied yes.

Schoen noted he had questions on the State employment laws, were there any rules in here that govern how much time off one can accumulate, or is that solely a down Town decision?

Olmedo thought that was a decision of the Town. She explained her understanding of regulations is to protect the employees, to ensure they are not being over utilized and under paid; and that was through federal labor laws. She noted there may be proposed changes on what was considered exempt versus hourly. They may increase the dollar amount to be considered exempt status. It has not been passed through legislation and it was soon to be decided, hopefully by the end of this calendar year.

Schoen stated he didn't really want to put things off, but the best thing was to have a marked up contract. Did that reasonable?

Swigart agreed it sounds reasonable.

Schoen went on to say it didn't have to be marked up in a word version but to take this and edit it by hand or type it out. Then they could take a look at what was existing in Sweeney's and what were done. If Olmedo could have that done by next meeting a week from today. And under Section 5.2 of this agreement executed and delivered in, and shall be interpreted continued and enforced pursuant to and accordance with all law of the State of Nevada. Again, whatever changes we make, we do it to make sure they follow the law and we both aren't setting ourselves up for something somebody can come around to later.

ACTION: Davila made the motion to table this particular line item until next meeting. Swigart seconded the motion; motion passed 4-0.

Davila noted it would have to incorporate B as well.

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

Hubred asked if Olmedo was good at getting information out before meetings and would prefer to have the contract out before the next meeting so that it is reviewed and they aren't continuing to do what they are doing right here.

ACTION: Schoen made the motion to table for today's meeting the decision to promote Olmedo to Town Manager with the understanding that by next meeting, she comes back with an amended or proposed employment agreement for the Board to approve. Swigart seconded the motion; motion passed 4-0.

GENERAL PUBLIC COMMENT (second)

There was none.

ADJOURN MEETING

Meeting adjourned at approximately 5:00 p.m.