



A special meeting of the Minden Town Board was held on Monday, November 14, 2011, at 1602 Esmeralda Avenue in Minden, Nevada.

Board members present: Matt Bernard, Charles Condron, Roxanne Stangle, John Stephans, and Steve Thaler.

Staff present: George Keele and Trish Koepnick

The meeting was called to order at 6:00 p.m. by Chairman Stephans.

The Pledge of Allegiance was led by Chairman Stephans.

Bernard/Thaler moved to approve the agenda as published. Motion approve unanimously.

Public comment:

Mr. McMillan commended the Board on the example that they gave at the last meeting. He praised them for the way things turned out and the way it was done. Mr. McMillan welcomed Ms. Scott aboard and encouraged her to call on the staff for their many years of experience.

Mr. Stephans remarked that, as always, public comment is appreciated. He also announced that the July 2012 meeting will be held on July 5th, since Wednesday is the 4th of July holiday.

ADMINISTRATIVE AGENDA 6:00 p.m.:

1. Training for all Town Board members and new Town Manager by Caren Jenkins, ESQ.

Ms. Jenkins introduced herself as the Executive Director of the Nevada Commission on Ethics. Tonight she planned to give a condensed version of her 90 minute PowerPoint training focusing on NRS 281A, which deals with the conflicts of interests and the disclosure of every officer and public employee. All employees are subject to the same ethics rules if they receive wages from the state. The commission offers advice about the past, present or contemplated conduct of public officers and employees, and also takes ethics complaints from the public about the conduct of public officers and employees. As a public officer, a target is painted on your back. It is up to you to identify when there is a conflict, and the ethics commission helps with this. If you have a question, you can get an advisory opinion from the ethics commission. The commission gives confidential advice; the only problem would be if they say something is unethical and you go ahead and disregard their advice. They also take ethics complaints from the public about the conduct of public officers and employees, and accept requests for opinions on behavior about conduct from the public. This is also confidential until it gets to just and sufficient cause to go forward, then it goes public. The commission only has jurisdiction over NRS 281A, not the open meeting law.

The following are the 10 ethics prohibitions:

- Accepting gifts, services, favors, employment, economic opportunities, etc. which would tend to improperly influence a reasonable person. Many jurisdictions have a no gift policy. There has been no line identified as far as purchasing of lunches.
- Using a public office to secure unwarranted privileges, preferences, exemptions, or advantages for yourself or others.
- Participating as an agent of government in the negotiation or execution of contracts with a business in which the person has a pecuniary interest.
- Accepting a salary or other compensation from a private source for performing public duties.
- Using any information acquired through public duties or relationships, which by law or practice is not at the time available to people generally to further one's pecuniary interest or that of others.
- Suppressing governmental reports or documents which might tend to unfavorably affect a pecuniary interest.
- Using government time, property equipment, or other facility to benefit a personal or financial

interest. Some personal use is allowed if four specific criteria are met:

- Use is authorized by the reasonable public officer or the use is necessary in an emergency,
 - Use does not interfere with the performance of public duties.
 - Cost or value of use is nominal; AND
 - Use does not create the appearance of impropriety.
- Attempting to benefit a personal or financial interest by influencing subordinates.
 - Seeking through employment or contracts through the use of the public office.
 - Additional standards for public officers: No honoraria for performing public duty; may not cause a governmental entity to make expenditures to support or oppose a ballot question or candidate.

Ms. Jenkins said to pay particular attention to disclosure and abstention. A conflict of interest is a real or seeming incompatibility between one's private interests and one's public or fiduciary duties, and conduct which would create in a reasonable person's mind a perception that the public officer's/employee's ability to carry out his or her responsibilities with integrity, impartiality, and competence is impaired. Disclosure is mandatory for any interest created by a gift or loan, a pecuniary interest, and/or a commitment in a private capacity to the interests of others. This is a commitment to a person who is a member of your household, is related to you by blood, adoption, or marriage within the 3rd degree of consanguinity/affinity, employs you or a household member, or with whom you have a substantial or continuing business relationship, or other similar relationships. Abstention is required only in clear cases where the independence of judgment of a reasonable person in the public officer's situation would be materially affected. This determination should be made by the public officer and explained on the record. There is no law says that you must vote, but there is a law that says that you should not vote. Disclose often, abstain rarely.

Ms. Jenkins told the Board that they should feel free to call her and discuss their circumstances. She does training for any group over five people.

The Open Meeting Law is done by George Taylor. Nevada League of Cities does the POWERS series.

Ms. Jenkins thanked the Board for their service; they can and do make a difference. They show great courage by their service which is often thankless. She asked the Board to fill out a rating sheet on her presentation and return it to Mr. Keele. The Board members thanked Ms. Jenkins wholeheartedly for her great presentation.

2. For possible action: Discussion and possible action to approve, approve with conditions or deny action on the approval of the employment contract between the Town of Minden and Jenifer Scott to employ Jenifer Scott as Minden Town Manager.

George read the letter that was delivered this afternoon to each of the Board members by email, noting that there had been another revision of the contract since the version delivered last Thursday. Ms Scott had two questions regarding severance pay but indicated that she accepted all other points of the contract.

Mr. Keele reviewed the two points which she had raised in reviewing the contract. First, the contract has no severance pay if the contract expires without renewal at the end of two years. If the Town Board desires to not renew the contract it would be illogical to keep a bad situation going to save the severance pay. She asked for severance pay even after natural termination. Unless terminated for cause, if employee is terminated by the Town after first 12 months of the contract, after the Town has given notice and during such time employee is able and willing to perform her duties under the contract, or not willing and able to do so, such as when the contract is expiring, she feels that if she is in the second year it would be more consistent with the Town's unwritten policy to maintain consistency and continuity in administration to give three months severance pay and she would move along.

Mr. Stephans felt that there should be no severance pay; there is no guarantee for this job. You are as good as the work you perform.

Mr. Condron said he has no problem with severance pay when you are working for five different bosses. The unique nature of working for a Board should have a severance pay to protect the individual, and to make sure that an employee is not pushed out haphazardly.

Mr. Bernard asked the chairman to verify his position, and Mr. Stephans verified that he is opposed to

severance pay. Mr. Bernard said that the contract is a tool; nothing says the manager has to stay or leave and he is not in favor of severance pay if we don't extend the contract.

Mr. Thaler said that this is quite different from our last go around. He agreed with Mr. Condron. The manager works at the pleasure of the Board. Every two years she could be faced with new bosses and there needs to be some security. If there is no severance pay, why have a contract? We expect a lot out of her, and she is going to expect a lot out of us.

Ms. Stangle believed that all the people who applied for the job knew it was an at-will position. She questioned if we are setting a precedent for the employees. It was clarified by Mr. Thaler that there is a difference in these positions; the other employees have rights under the Douglas County policy which the Board has to follow, while the manager position does not fall under that policy.

Ms. Stangle verified that all other employees are protected; if a contract is the standard of the industry why was this not part of the process two years ago?

Mr. Thaler does not want to go through what we went through last time and if we had had a contract that would not have happened. He noted that the severance pay will not happen if the manager resigns, only if the Board decides to let her go. He stated frustration in dealing with this negative aspect when he really wants to deal with the positive of signing the contract and moving on.

Ms. Stangle said that she agreed, but she wants to fully understand this in order to not go through the same type of situation they went through a few months ago.

Public comment:

Tom Dallaire, Gardnerville Town manager, said that he is an at-will employee and has no contract. After the issue with Mr. Van Alyne he was advised by the District Attorney's office that Gardnerville should probably think about having a contract; he is interested to see what Minden does before he approaches his Board. Generally, larger entities have contracts, but smaller entities do not.

Mr. Keele said that this contract keeps Ms. Scott as an at-will employee.

Robert McMillan said that he feels Ms. Scott is being hired as a chief operating officer and this is the Board of Directors. He felt that the Board does not have to give the excessive amount of severance that this contract allows; if Ms. Scott has these doubts about the Board then she should not accept the contract.

Jenifer Scott said the contract was not her idea, and was not a consideration in applying for the job. She simply had questions about the contract and they are not points of contention. She appreciates the protection offered in the contract. She is more excited about the goal setting and evaluations element of the contract which give merit to the contract apart from the severance.

Sandy Deyo said that most of the discussion as far as termination has been an action by the Board. At the end of two years it would be an automatic three months severance pay. If after two years and the manager decides to leave it causes a hardship for the Town, and he prefers that the contract reads up to or not to exceed three months so the determination can be made at the time.

Mr. Keele explained that the three month severance actually amounts to 30 days salary and 2 months severance pay.

Mr. Thaler said that he would not be opposed to a straight 30 day severance package regardless.

Mr. Stephans said that his opinion is based on working in private industry and he does not want to create any barriers.

Mr. Keele asked to resolve the issue in respect to page 5 paragraph 7c regarding years of service. As the contract is now written, Ms. Scott would be given ten years of service credit, instead of the four years of service credit that she has actually earned.

Mr. Thaler said that this only amounted to one additional week of vacation; it does not give her anything else.

Mr. Bernard said that she is currently accruing at a rate of 88 hours per year, and the benefit of ten years gives her an accrual rate of 160 hours per year according to County policy. He felt that she should come in at the rate she is now accruing. Mr. Condron and Ms. Stangle agreed and Mr. Thaler stood corrected.

Public comment:

Tom Dallaire said that there is a provision in County Code for administrative leave for this position that

gives five days off in addition to vacation.

Mr. Bernard appreciated Mr. Thaler compromise.

Bernard/Thaler moved to approve the contract with Jenifer Scott including the revisions noted by Mr. Keele about striking 4d and 7c, and adding that the manager will have access to a Town vehicle; also to include the language that at any time if the Board decides to separate from Ms. Scott, 30 days severance pay is the severance pay regardless of her term of service, with the current severance paragraphs stricken in favor of the 30 days severance provision; and that we modify the contract to have the verbiage that Ms. Scott accrues her vacation at the pace she is currently accruing. Motion carried unanimously.

Mr. Keele and Ms Scott will modify the contract in accordance with the motion, and finalize as soon as possible. Mr. Thaler asked that this be signed by Ms. Scott tonight but Mr. Keele felt that would be unfortunate to have a cross-through contract and we should begin on a clean note. He said that he would have the contract to her by the next morning.

Mr. Stephans felt that Ms. Scott would have a lot of fun working for the Board and looked forward to many years of service from Ms. Scott. John appreciated the dialogue of the Board and the public comment.

A five minute break was taken.

3. For possible action: Discussion and possible action to approve, approve with conditions or deny action to: 1) Elect Minden Town Chairman for calendar year 2012 and 2) Elect Minden Town Vice Chairman for calendar year 2012.

Mr. Stephans noted that we put this on the agenda tonight as there will be one Board member missing at the December meeting.

Mr. Condrón said that he would like to make a unique motion. He believes that we really need consistency from this year to next year with the financial issues and rate settings, as well as the new Town Manager.

Condrón/Stangle moved to nominate John Stephans to a second year of chairmanship for the Town of Minden.

No public comment.

Motion carried unanimously.

Ms. Stangle said that it was obvious that they did not discuss this ahead of time. Mr. Keele said that the chaos from last meeting was evidence that no two members discussed the item, and he was proud of them for that.

Bernard/Stangle moved to nominate Charlie Condrón for Vice Chairman, noting that while this move is highly unlikely, a year from now two new people might be on the Board and it would be beneficial to give Mr. Condrón this time as Vice Chair in preparation for that possibility. Motion carried unanimously.

ADJOURNMENT

Thaler/Condrón moved for adjournment at 7:54. Motion carried unanimously.