

PAHRUMP TOWN BOARD AGENDA

Harley Kulkin Chair	Bill Dolan Vice-Chair	Tom Waters Clerk	Robert Adams Member	Amy Riches Member
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NOTICE TO MEMBERS OF THE AUDIENCE

The Pahrump Town Board meets the second and fourth Tuesday of each month at 7:00 PM in the Nye County Building, 2100 E. Walt Williams Drive. Agendas are available at the Town Office on the Thursday prior to each Board meeting and are posted on the Town website at www.pahrumpnv.org

BOARD MEMBER	PHONE	EMAIL	TERM EXPIRES DECEMBER 31
Harley Kulkin	727-1525	hkulkin@pahrumpnv.org	2014
Bill Dolan	910-1617	bdolan@pahrumpnv.org	2016
Dr. Tom Waters	764-0949	twaters@pahrumpnv.org	2014
Robert Adams	910-1965	radams@pahrumpnv.org	2014
Amy Riches	764-0751	ariches@pahrumpnv.org	2016

NOTE: Town Board agendas will be posted online at www.pahrumpnv.org.

There may be a quorum of Pahrump Advisory Board members present at Town Board meetings.

TOWN OF PAHRUMP MISSION STATEMENT

“Our mission is to balance our history as a rural community with our need to provide appropriate and sustainable services to our citizens and those who visit our community. We will do this by demonstrating honest, responsive leadership and partnering, when appropriate, to augment our resources.”

SPECIAL NOTE: Any member of the public who is disabled and requires accommodation, assistance or a wireless microphone at this meeting is requested to notify the Pahrump Town Office in writing or call 775-727-5107, prior to the meeting. Assisted listening device is available at Town Board Meetings upon request with 24 hour advance notice.

"Audience members and speakers may not use provocative, rude, obnoxious, abusive, inflammatory, slanderous, or offensive comments. Any person who makes such remarks or otherwise disrupts the meeting with loud outbursts, shouting, threats or other disruptive behavior will be warned by the Chair that his or her behavior is unacceptable. If after receiving a warning, any person persists in disrupting the meeting, the Chair shall order that person to leave and may utilize law enforcement to enforce that order. These rules are specifically permitted under Nevada Open Meeting Law and do not violate anyone's constitutional rights."

Granicus Instructions: Please find a video of our Pahrump Town Board meetings at the following URL link:

http://nyecounty.granicus.com/MediaPlayer.php?view_id=3&clip_id=330

**PAHRUMP TOWN BOARD MEETING
NYE COUNTY ADMINISTRATIVE COMPLEX
2100 E WALT WILLIAMS DRIVE
TUESDAY – 7:00 P.M.
July 23, 2013
AGENDA**

- 1. Call to Order, Moment of Silence, and Pledge of Allegiance.**
- 2. Discussion and Possible Decision** regarding Moving the Order of or Deleting an Agenda Item(s). (For Possible Action)
- 3. Announcements** (Non-Action Item)
- 4. Public/Board/Staff Comment:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item)
- 5. Discussion and Possible Decision** Consent agenda items: (For Possible Action)
 - a. For Possible Action – Approval of Town Vouchers.
 - b. For Possible Action – Approval of Town Board meeting minutes for July09, 2013.
 - c. For Possible Action – Extend William Kohbarger Access to Town E-mail Account and Mobile Phone for Town-Related Activities
 - d. For Possible Action – Approval of Teri Rogers to the Convention Center/Civic Center Advisory Board (CC/CCAB).
- 6. Advisory Board Reports** from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards. (Non-Action Item)
- 7. Discussion and Possible Decision** to Approve Interim Town Manager Contract with Susan Holecheck. (For Possible Action)
- 8. Discussion and Possible Decision Closed Session(s).**
 - a. **Discussion and Possible Decision** regarding a Closed Session, to receive information and advice from the Town Attorney regarding potential or existing litigation pursuant to NRS 241.015(2)(b)(2). (For Possible Action)
 - b. **Discussion and Possible Decision** regarding a Closed Session pursuant to NRS 288.220 for purposes of conferring with the Town’s Management Representatives Regarding Labor Negotiations. (For Possible Action)
- 9. Future Meetings/Workshops: Date, Time and Location** (Non-Action Item)
- 10. Public/Board/Staff Comment:** Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3). (Non-Action Item)
- 11. Adjournment**

A quorum of Advisory Board members may be present at any Town Board meeting but they will not take any formal action. *Any member of the public, who wishes to speak during public comment on any item, will be limited to three (03) minutes. Items may be taken out of order. Items may be combined. Items may be pulled or removed from the agenda at any time.*

Any member of the public who is disabled and requires accommodations or assistance at this meeting is requested to notify the Pahrump Town Office in writing, or call 775-727-5107 prior to the meeting. Assisted listening devices are available at Town board meetings upon request.

This notice and agenda has been posted on or before 9:00 a.m. on the third working day before the meeting at the following locations:
PAHRUMP TOWN OFFICE, COMMUNITY CENTER, TOWN ANNEX, COUNTY COMPLEX, and CHAMBER OF COMMERCE

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. five (05) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 7/10/2013	<u>DATE OF DESIRED BOARD MEETING</u> 7/23/2013
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision regarding Moving the Order of or Deleting an
Agenda Item(s).

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u>Pahrump Town Board</u> Signature
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<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107</u> Telephone Number
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Announcements

July 23rd, 2013

- The following advisory boards are currently scheduled to meet in the 'A' Room of the Bob Ruud Community Center:
 - Community Center/Civic Center Advisory Board on August 7th at 5:00pm
 - Parks & Recreation Advisory Board on August 21st at 6:30pm
 - Veterans' Memorial Advisory Board on August 22nd at 6:00pm

- The following advisory boards are currently scheduled to meet in Town Annex:
 - PTCC Advisory Board on August 1st at 8:00 am.
 - Nuclear Waste and Environmental Advisory Board on August 2nd at 1:00pm
 - Public Lands Advisory Board on August 6th at 7:00pm
 - Youth Advisory Board on August 14th at 2:30pm
 - Arena Advisory Board on August 15th at 7:00pm

- The Social Security Administration will be in the 'A' and 'B' Rooms of the Bob Ruud Community Center on July 30th from 9am-11am.

- The Prostate Cancer support group meets 6pm on the 4th Thursday each month in the hospital training room.

- The Following Movies are scheduled to play at Ian Duetch Park for Movie in the park:
 - July 27th- **Skyfall**
 - August 3rd- **Hotel Transylvania**
 - August 10th- **Avengers**
 - August 17th- **Here Comes the Boom**
 - August 24th- **Dark Knight Rises**

**PAHRUMP TOWN BOARD MEETING
NYE COUNTY ADMINISTRATIVE COMPLEX
2100 E WALT WILLIAMS DRIVE
TUESDAY – 7:00 P.M.
July 09, 2013
Minutes**

PRESENT:

Town Board:

*Harley Kulkin
Bill Dolan
Dr. Tom Waters
Robert Adams
Amy Riches*

Staff:

*Bill Kohbarger, Town Manager
Tracy Difillippo, Legal Counsel
Michael Sullivan, Finance Director
Scott Lewis, Fire Chief
Matt Luis, Buildings & Grounds Manager
Arlette Ledbetter, Tourism Coordinator
Alex Crow, Business License Technician*

1. Call to Order, Moment of Silence, and Pledge of Allegiance.

Mr. Kulkin called the meeting to order.

Dr. Waters lead the Moment of Silence and Pledge of Allegiance.

2. Discussion and Possible Decision regarding Moving the Order of or Deleting an Agenda Item(s).

Mr. Kulkin moved item 11 to item 12 and item 12 to item 11.

Dr. Waters pulled item 9c for discussion.

3. Presentation to Ms. Sydney Sladek, Pahrump Valley High School Senior who was tabbed by the Las Vegas Review Journal as Female Athlete of the Year.

The Pahrump Town Board presented Sydney Sladek with an award for being selected Female Athlete of the Year by the Las Vegas Review Journal along with many other sports and academic accomplishments.

4. Presentation by the Disabled American Veterans (DAV).

The Chapter 15 Disabled American Veterans (DAV) gave a plaque to William Kohbarger for his work with the DAV during his time as the Pahrump Town Manager.

5. Presentation by the Pahrump Valley Rotary Club.

The outgoing president and incoming president of the Pahrump Valley Rotary Club gave a plaque to William Kohbarger for his membership and work within the Rotary Club of Pahrump.

6. Presentation by Integrity Taxi and Shuttle Service.

Mr. & Mrs. Jim and Carol Jimmerson presented to the Pahrump Town Board about the Taxi Shuttle service they are starting up for Nye County and Town of Pahrump. They also discussed the vehicles they will be using in Pahrump.

The Pahrump Town Board showed their support for the shuttle service.

7. Announcements

Announcements were read by Dr. Waters.

8. Public/Board/Staff Comment: Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3).

Public comment was heard.

Dr. Waters commented that he wanted to say thank you Mr. Kohbarger for all the work he has done in the past five years.

Mrs. Riches thanked everyone for taking the time to give a public comment.

Chief. Lewis gave an update to the Pahrump Town Board on the fire on Mt. Charleston. Mr. Luis thanked every business that has helped the Forrest Service and the Pahrump Fire Department in effort to get the fire under control.

9. Discussion and Possible Decision Consent agenda items:

- a. For Possible Action – Approval of Town Vouchers.
- b. For Possible Action – Approval of Town Board meeting minutes for June 25, 2013.
- c. For Possible Action – Approval to Appoint Mr. Goldstein to the Convention Center/Civic Center Advisory Board (CC/CCAB).

Mr. Dolan motioned to approve consent agenda 9a and 9b.

Dr. Waters seconded.

Motion carried, 5-0.

Dr. Waters stated that he appreciated Mr. Goldstein applying to be on the Advisory Board and asked that other citizens volunteer their expertise to the Town.

Dr. Waters motioned to approve item 9c.

Mr. Dolan seconded.

Motion carried, 5-0.

10. Advisory Board Reports from Advisory Board Chairpersons and/or Town Board Liaisons on the Status of Advisory Boards.

Dr. Waters stated that the Youth Advisory Board would be presenting their White Paper to the Board of County Commissioners on July 16th and later to the School Board. He also

mentioned that the Veterans Memorial Advisory Board would be buying more benches for the Chief Tacopa Cemetery and if anyone was interested in purchasing one with their name on it they could contact Carl Jones.

Dave Clason stated that the first movie in the park had a wonderful turn out.

11. Discussion and Possible Decision to Offer employment for the Interim Town Manager.

Moved to item 12.

The Pahrump Town Board let all able candidates to explain why they felt they would be best for the Interim Town Manager.

Mr. Adams asked about the details of the Interim Town Manager.

Mr. Kulkin stated that because at the last meeting looking for a permanent Town Manager was tabled that this position did not have a set time either way.

Ms. Difillippo agreed that the Town could hire someone for a short time or for the full 18 months.

Mrs. Riches stated she felt Interim needed a more definite time limit either way.

Mr. Dolan stated he wanted to thank everyone who was able to attend and everyone who showed interest in being the Interim Town Manager.

Mr. Kulkin stated that Mr. Kohbarger was a wonderful Town Manager who knew all the NRS statues and always has the best interest of the Town and the Town Board in mind and that is what he is looking for.

*Mr. Kulkin motioned to offer the position of Interim Town Manger to Susan Holecheck.
Mr. Dolan seconded.*

Mr. Kulkin and Mr. Dolan then retracted their motions.

Dr. Waters stated the reason he was voting a certain way was due to his own research on each candidate and based on certain needs for the town.

Mr. Adams stated that he felt the Interim Town Manager should have more of a time limit such as four months.

Mr. Kulkin motioned to offer Susan Holecheck the position of Interim Town Manager for a period of six months after which the contract will need to come before the board again.

Mr. Dolan seconded.

Motion carried, 4-1 with Mrs. Riches voting nay.

12. Discussion and Possible Decision to Create a Letter of Support for the Pahrump VFW Post10054 to Request the "Moving Vietnam Memorial Wall" be located within the Town of Pahrump.

Moved to item 11.

Mr. Ward made a presentation to the Pahrump Town Board to ask them to draft a letter of support to request the "Moving Vietnam Memorial Wall" be located within the Town of Pahrump to a location to be called Guardian Park.

Mr. Dolan stated he thanked Mr. Ward for his time and effort.

Mrs. Riches stated she was for the letter and for the wall being placed here.

Mr. Kulkin stated that he was in support of this wall as well.

Dr. Waters motioned to direct staff to work with Mr. Ward to write up a letter of support for support to request the "Moving Vietnam Memorial Wall" be located within the Town of Pahrump.

Mr. Adams seconded.

Motion carried, 5-0.

13. Discussion and Possible Decision to Select, Award, and Approve Funding for Bid #2013-04 for a new Tractor for the Arena payable from the Arena Room Tax Fund and Other Matters Properly Related Thereto.

Mr. Luis stated that after research and bids that he felt going forward with the John Deer tractor would be best for the Town.

Dr. Waters asked why we with the second lowest bid?

Mr. Luis stated that Cabota was a great machine however there were certain maintenance items and parts that long term would cost more than the John Deer.

Mrs. Riches asked what would be done with the last tractor to offset the cost.

Mr. Luis stated either they would trade it in to John Deer or sell the tractor out right.

Mr. Dolan motioned to accept select and award funding for Bid #2013-04 for purchase a new Tractor from A&A in the amount not exceed \$ 55,034.

Mr. Adams seconded.

Motion carried, 5-0.

14. Discussion and Possible Decision to Sponsor an Event for the Women Veterans of the Town of Pahrump.

Mr. Tellis said he would like to thank Mr. Kohbarger as being the guest speaker at an event.

Dr. Waters motioned to direct staff to work and sponsor an event for women veterans of Pahrump.

Mr. Dolan seconded.

Motion carried, 5-0.

15. Discussion and Possible Decision to Approve the Request of the Pahrump Tourism & Convention Council Advisory Board (PTCC) FY14 Marketing Projects and Nevada Commission on Tourism (NCOT) Grants in an amount not to exceed \$340,000 payable from the Tourism Room Tax Fund and All Matters Properly Related Thereto.

Arlette Ledbetter said the major factor for the funding is to continue to grow the success of Pahrump and our major industry is wine country and making sure that Pahrump had a presence in our National Parks.

Mr. Kulkin said that he felt more of this money should be spent on adding new events and not just marketing of Pahrump.

Mr. Sanders stated that the money in the room tax fund was stipulated to be used to market and not to create events, and even though he wishes the Town had more events that we legally could not use money to fund those things.

Mr. Dolan motioned to Approve the Request of the Pahrump Tourism & Convention Council Advisory Board (PTCC) FY14 Marketing Projects Grants in an amount not to exceed \$340,000 payable from the Tourism Room Tax Fund as presented with the attached materials as to be used with matching funds from and Nevada Commission on Tourism (NCOT) and soul funding for the Regional National International Marketing of Pahrump as a Tourism Destination.

Dr. Waters seconded.

Motion carried, 4-1 with Mr. Kulkin voting nay.

16. Discussion and Possible Decision to receive and accept Contour Entertainment's Phase II Interim Report #3, provide staff with further direction on this project and Other Matters Properly Related Thereto.

Mrs. Riches asked why this item was on the agenda.

Mr. Kohbarger stated this was on just so if anyone had questions they could ask them at this time.

Dr. Waters stated that report was thorough and he was in favor of accepting the report.

Mr. Adams and Mr. Dolan also showed support for accepting the report and to move forward.

Mr. Dolan motioned to accept Contour Entertainment's Phase II Interim Report #3, provide staff with further direction on this project and Other Matters Properly Related Thereto.

Dr. Waters seconded.

Motion carried, 5-0.

17. Discussion and Possible Decision to Review and Approve Language for Signs pertaining to the Fairgrounds and posting of same.

Mr. Kohbarger stated that what was in front of the board was several options for the possible signs pertaining to the fair grounds.

Dr. Waters stated option four was best but to add Nye County to the sign also.

Mr. Adams stated option five was best to him.

Mrs. Riches stated she felt should include both the names Pahrump and Nye County on any sign we decided on and she also felt the least amount of words was best considering while driving your brain will not register the entire sign.

Mr. Dolan stated that option four seemed like the best choice in his opinion. He then asked Mr. Luis and Mr. Sullivan their opinions.

Mr. Luis stated, "the easier the better."

Mr. Adam motioned that on the fairgrounds sign it states Pahrump Nye County Fairgrounds along with the reflected vinyl.

Mrs. Riches seconded.

Motion carried, 5-0.

18. Discussion and Possible Decision to Review and Approve the Annual Town Manager Evaluation for the Pahrump Town Manager, William A. Kohbarger pursuant to Section 12 of the Town Manager contract.

The boards also choose to include Mrs. Riches evaluations bringing Mr. Kohbarger overall score to 4.1.

Dr. Waters motioned to approve the Annual Town Manager Evaluation for the Pahrump Town Manager, William A. Kohbarger pursuant to Section 12 of the Town Manager contract.

Mr. Adams seconded.

Motion carried, 5-0.

19. Discussion and Possible Decision Closed Session(s).

- a. Discussion and Possible Decision regarding a Closed Session, to receive information and advice from the Town Attorney regarding potential or existing litigation pursuant to NRS 241.015(2)(b)(2).
- b. Discussion and Possible Decision regarding a Closed Session pursuant to NRS 288.220 for purposes of conferring with the Town's Management Representatives Regarding Labor Negotiations.

Mr. Adams motioned to go into closed session.

Dr. Water seconded.

20. Future Meetings/Workshops: Date, Time and Location

21. Public/Board/Staff Comment: Action may not be taken upon matters considered during this item until specifically included on an agenda for action. – NRS241.020(2)(c)(3).

Public comment was heard.

22. Adjournment

Meeting adjourned at 11:30 pm.

AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. five (05) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 7/16/2013	<u>DATE OF DESIRED BOARD MEETING</u> 7/23/2013
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:

Extend William Kohbarger Access to Town E-mail Account and Mobile Phone
Town-Related Activities.

CONSENT AGENDA Item 9c.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u>	<u><i>Pahrump Town Board</i></u>
Print Name	Signature

<u>400 N. Hwy 160</u>	<u>(775) 727-5107</u>
Mailing Address	Telephone Number

PLEASE READ BACK OF APPLICATION BEFORE COMPLETING

Town Advisory Board (TAB) Application

Name of Board: CIVIC CENTER / COMMUNITY CENTER

Applicant Name: TERI ROGERS

Home Address: [REDACTED] City: PAHRUMP Zip: 89060

Mailing Address: [REDACTED] City: PAHRUMP Zip: 89060

Home Phone: 775- NONE Unlisted? Yes No Fax: _____

Cell #: [REDACTED] Work #: [REDACTED]

E-Mail Address: [REDACTED]

Please provide a brief description of your qualifications, experience, or interests that would be considered an asset to this Advisory Board:

I have lived in and have played an active role in this community for the past fourteen years. I have also served on various committees organizing major town events & promoting the town of Pahrump

Are you currently employed by a public entity? Yes No If yes, which entity? _____

I have attached my resume/letter of interest: Yes No

I certify that I am a QUALIFIED ELECTOR, that my primary RESIDENCE is WITHIN THE BOUNDARIES of the Town Advisory Board area to which I am applying, and that the information provided is true and accurate to the best of my knowledge.

Teri Rogers
Signature

7/8/13
Date

The Pahrump Town Manager will receive and have all applications placed on the Pahrump Town Board's Agenda. You may mail or deliver this application to the Pahrump Town Manager's Office, Pahrump Town Office at the following address:

**Pahrump Town Manager
400 North Highway 160
Pahrump, Nevada 89060**

(This document becomes a public record once it has been received by the Town of Pahrump.)

AGENDA ITEM REQUEST

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<u>DATE AGENDA ITEM SUBMITTED</u> 7/10/2013	<u>DATE OF DESIRED BOARD MEETING</u> 7/23/2013
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Advisory Board Reports.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
See attached meeting schedule.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Town Board & Advisory Boards

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u>Pahrump Town Board</u> Signature
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<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107</u> Telephone Number
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Town of Pahrump Advisory Board Meeting Schedule

Current as of July 2013

<u>1st Monday</u>	<u>1st Tuesday</u> Public Lands Advisory Board <i>Mr. Adams</i> <i>Annex</i> <i>6:30pm</i>	<u>1st Wednesday</u> Civic Center Advisory Board <i>Mrs. Riches</i> <i>Community Center</i> <i>Room 'A' 5:00pm</i>	<u>1st Thursday</u> Tourism Convention Counsel <i>Mr. Adams</i> <i>Community Center</i> <i>Room 'A' 8:00am</i>	<u>1st Friday</u> Nuclear Waste & Environ. AB <i>Mrs. Riches</i> <i>Annex</i> <i>1:00pm</i>
<u>2nd Monday</u>	<u>2nd Tuesday</u> Town Board Meeting <i>County Chamber 7pm</i>	<u>2nd Wednesday</u> Youth Advisory Board <i>Dr. Waters</i> <i>Annex</i> <i>2:30pm</i>	<u>2nd Thursday</u> Arena Advisory Board <i>Mr. Dolan</i> <i>Annex</i> <i>7:00pm</i>	<u>2nd Friday</u>
<u>3rd Monday</u>	<u>3rd Tuesday</u>	<u>3rd Wednesday</u> Parks & Recs Advisory Board <i>Mr. Kulkin</i> <i>Community Center</i> <i>Room 'A' 6:30pm</i>	<u>3rd Thursday</u> Veteran's Mem. Advisory Board <i>Dr. Waters</i> <i>Community Center</i> <i>Room 'A' 6pm</i>	<u>3rd Friday</u>
<u>4th Monday</u>	<u>4th Tuesday</u> Town Board Meeting <i>County Chamber 7pm</i>	<u>4th Wednesday</u>	<u>4th Thursday</u>	<u>4th Friday</u>



AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. five (05) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

<u>DATE AGENDA ITEM SUBMITTED</u> 7/10/2013	<u>DATE OF DESIRED BOARD MEETING</u> 7/23/2013
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CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Discussion and Possible Decision to Approve Interim Town Manager Contract with Susan Holecheck.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:
Attached copy of Interm Job Description and Interm Town Manager Contract.

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u> Print Name	<u><i>Pahrump Town Board</i></u> Signature
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<u>400 N. Hwy 160</u> Mailing Address	<u>(775) 727-5107</u> Telephone Number
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TOWN OF PAHRUMP
Job Description Form

Job Title: Town Manager

Department: Administration

Location: Town Office

Reports to: Town Board

Salary Range:

Type of position:

Hours _40_/week

Full-time

Part-time

Contractor

Volunteer

FLSA Exempt

General Description:

Is responsible for the overall management of the Town of Pahrump and for the supervision of management staff and management of Town resources consistent with the administrative and policy direction of the Town Board. The position performs high-level administrative, technical, and professional work in directing and supervising the administration of Town government. Shall establish priorities, programs and acceptable performance levels for the operations of the Town of Pahrump. Is committed to the vision and values of the Town through ethical conduct, community stewardship, individual initiative and responsive service. This position is unclassified and “at-will,” serving at eh pleasure of the Town Board.

Essential Duties and Responsibilities:

The duties listed below are examples of work typically performed by an employee in this class, An employee may not be assigned all duties listed and may be assigned duties that are not listed below.

1. Develops, evaluates, and implements administrative policies and procedures to meet Town Board goals and objectives; Advises the Board if new policies are warranted and/or whether existing policies are or are not effective for reasons for which they were adopted.
2. Supervises the performance of departments; directs the establishment of standards, goals and objectives and evaluates the performance of departments; coordinates the activities of the various departments to ensure timely, efficient, and effective delivery of programs and services.
3. Selects, directs, develops, and evaluates management personnel; instructs and trains staff and provides training programs to enhance the capabilities of staff and improve the delivery of services;

4. Negotiates and/or supervises the negotiation of all Town of Pahrump contractual agreements subject to the limitations of law and Town Board direction; administers and enforces agreements.
5. Works jointly with the Finance Director in the development of the annual budget for approval by the Board; monitors expenditures to ensure compliance with budgets; accounts for variances between projected and actual expenditures, initiates remedial action, and reports significant variances to the Board.
6. Analyzes proposals regarding policies, programs, and services and develops recommendations to the Town Board; analyzes information pertaining to the Town services and operations including policies, programs, methods, budgets, staffing, organization, and capital needs; writes reports and correspondence for government agencies, members of the community, and the Town Board.
7. Administers the preparation of Town Board meeting agendas; attends Town Board meetings; makes oral and written presentations to the Town Board and to other public and private groups; provides information to the news media and the public regarding Town operations; represents the Town of Pahrump with other government agencies and in meetings with the public.
8. Analyzes proposed legislation and administrative regulations for their impact on Town operations; reviews and makes recommendations to the Town Board regarding legislative activities; participates in the lobbying process by presenting oral and written testimony to appropriate bodies.
9. Provides direction and support to staff including advice and consultation to the members of the Town Board; receives, investigates, and resolves complaints and concerns regarding Town programs, services, and facilities; acts as liaison with cities, counties, regional, state, and federal agencies on a broad range of matters.
10. Assists the Town Board in the development of overall goals of the Town; provides leadership and direction in the development of short-and long-range plans for achieving overall goals; works with the Town Board and others to develop community and economic development plans.
11. Oversee the financial process to provide prepared expenditure vouchers for the Town Board's approval and signature. Should an emergency situation arise that calls for expenditure(s) not covered in the annual budget, the emergency shall be presented to the Board for approval as soon as possible. In the interim, the Town Manager may spend up to and including the amount that covers the emergency expenses without prior Town Board approval. A written report detailing the emergency expenditure shall be submitted to the Board, at the next Board meeting. At no time shall the Town Manager knowingly take any action that would be in conflict with any NRS.
12. Oversees the Town's personnel system including classification, compensation, benefits, recruitment and selection, and personnel policies.

13. The Town Manager has discretionary spending up to \$5,000.00 for non-emergency matters. He shall provide monthly reports of the non-emergency expenditures at the next Town Board meeting. The Town Manager may hire Contract labor that does not exceed a total sum of \$5,000.00. Any amount exceeding \$5,000.00 requires Town Board approval. Contract labor is for a specific job with specified payment and duration.
14. The Town Manager has the authority to determine appropriate staffing levels and to eliminate positions as he/she deems necessary with the exception of department head positions.
15. The Town Manager, if necessary, shall issue discipline up to and including termination to all employees pursuant to the Personnel Policy Manual and/or the collective bargaining agreement. The Town Manager must obtain approval from the Town Board to terminate a department head.
16. Maintain a working relationship with the Federal, State and County officials and departments and to advise the Board of any friction that could be detected and recommend possible alternative action that could be taken to correct the situation.
17. Shall act as liaison between the Town Board and Town employees in all cases requiring the Town Board action pertaining to employees.
18. Informs the Town Board of operational problems and seeks advice and counsel on possible solutions.
19. Oversees labor relation functions of the Town and recommends bargaining guidelines and settlements to the Board.
20. The Town Manager shall keep the Town Board advised of all proposed new construction, major changes, removals or destruction of Town properties and obtain prior Town Board approval.
21. The Town Manager shall set policy pertaining to the maintenance of, operation of, and use of Town owned vehicles except for those policies already established by the Town Board.
22. Performs related duties and responsibilities as required.

Education and Experience Requirements:

Any combination of training, education and experience that would provide the required knowledge and abilities. A typical way to gain the required knowledge and ability is:

Bachelor's degree in public administration or related field, and eight years of progressively responsible management experience in public administration; Master's degree in public administration or related field is desirable; or any combination of education and experience, which would provide the applicant with the desired skills, knowledge, and ability, required to perform the job.

Knowledge, Skills and Abilities Requirements:

Knowledge of:

- principles of supervision, training and performance management;
- management skills to analyze programs, policies, and operation needs;
- computer programs/applications related to the work;
- standard office practices and procedures;
- business letter writing and standard format for typed materials;
- record keeping principles and practices;
- principles of public personnel administration and employee relations;
- laws and regulations which pertain to City/County operations, services and programs, techniques for dealing with the public, in person and over the telephone; and
- principles of public budget preparation and administration.

Ability to:

- develop policies and goals consistent with Counsel/Board directives;
- effectively administer projects and operations consistent with City policies and goals;
- plan, direct, and evaluate the work staff;
- develop, motivate, and supervise management staff and other direct reports;
- work effectively under the pressure of deadlines, conflicting demands, and emergencies;
- establish and maintain effective working relationships with all levels of City staff, elective and appointed bodies, and members of the general public;
- gain cooperation through discussion and persuasion;
- collect, interpret, and evaluate narrative and statistical data pertaining to policy, fiscal and operation matters;
- analyze policies, regulations, projects, activities, and methods;
- select alternatives;
- project the consequences of proposed actions;
- implement administrative policies and work programs consistent with regulations and with City policies and goals;
- understand, interpret, and apply laws and regulations;
- present findings, recommendations, and policies to individuals and groups in an understandable and persuasive manner;
- design technically complex visual aids such as maps, tables and charts;
- adapt readily to changes;
- use sound judgment when dealing with confidential data;
- prepare and make presentations to groups of varying sizes; and
- analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations.

Special Requirements: Possession of a valid Nevada driver's license is required at time of appointment

Physical Demands:

The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Strength and stamina to sit at a desk; vision to read reports, financial data, and maps; hearing and speech to communicate in person or over the telephone; strength and stamina to drive long distances and to perform occasional light lifting, reaching, bending, and standing for long periods.

In compliance with applicable disabilities laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Incumbents and individuals who have been offered employment are encouraged to discuss potential accommodations with the employer.

Working Conditions:

Work is performed under the following conditions:

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors or noise; periodic contact with angry and upset individuals; frequent interruptions of planned work activities by telephone calls, office visitors and response to unplanned events; travel from site to site; overnight and/or out-of-state travel, incumbents may be exposed to noise, dust inclement weather conditions, and potentially hostile environments.

Town Manager:

Name: _____

Date: _____

Approved by Town Board:

Chairman: _____

Clerk: _____

Date: _____

Date: _____

This Job Description supersedes previous version dated: May 2003

**TOWN OF PAHRUMP
INTERIM TOWN MANAGER EMPLOYMENT AGREEMENT
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Introduction

This Agreement, made and entered into this 23rd day of July, 2013, by and between the Town of Pahrump Nevada, (hereinafter called "Employer") and Susan Holecheck; (hereinafter called "Employee"), an individual who has experience in local-government management, agree as follows:

Section 1: Term

Subject to earlier termination as provided for in this Agreement, the term of this Agreement shall be for a period of six (06) months from July 24, 2013, to January 24, 2014.

This Agreement may be extended or modified in writing by mutual agreement of Employee and Employer. In the event the Agreement is not extended, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

In the event that the Employee is terminated, as defined in Section 8 of this Agreement, the Employee shall be entitled to compensation as defined in Section 9 of this Agreement.

Section 2: Duties and Authority

The Pahrump Town Board agrees to employ Susan Holecheck as Interim Town Manager to perform the functions and duties specified in the Town Board Policy and Town Manager's Job Description of the Town of Pahrump and as required by state and federal law and to perform other legally permissible and proper duties and functions as the Pahrump Town board shall from time to time assign. The Town Manager Job Description is attached as part of this Agreement.

Section 3: Compensation

Base Salary: Employer agrees to pay Employee an annual base salary of \$55,000.00 (\$4,583.33 per month or \$27,500.00 for the term of this Agreement), payable in installments at the same time that the other management employees of the Employer are paid.

Employee is entitled to relocation benefits for temporary housing not to exceed \$750.00 upon submitting for reimbursement with appropriate receipts.

Should the Employer and Employee desire to extend this Agreement, the parties will review the performance of the Employee and consider an increase in salary.

Section 4: Health, Disability and Life Insurance Benefits

PAHRUMP INTERIM TOWN MANAGER EMPLOYMENT AGREEMENT

The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, comprehensive medical insurance and life insurance for the Employee and her eligible dependents equal to that which is provided to all other employees of the Town of Pahrump pursuant to the Town of Pahrump Personnel Policy.

Section 5: Mobile Phone

The Employer shall provide use of a mobile phone with data service for domestic calls, texts, and e-mail.

Section 6: Automobile/Vehicle

The Employer shall provide use of an automobile/vehicle pursuant to the Town of Pahrump Personnel Policy for use on Town-related business.

Section 7: Retirement

The Employer agrees to enroll the Employee in the applicable state or local retirement system pursuant to Town of Pahrump Personnel Policy.

Section 8: Termination

For purposes of this Agreement, termination shall occur when a majority of the members of the Town Board vote to terminate the Employee.

In removing the Employee, the Employer shall comply with all applicable laws. The Employer may terminate the Employee at the pleasure of the Employer as provided by Nevada law. In the event the Employee is terminated by the Employer pursuant to this section, the Employee's sole rights and remedies shall be under Section 9 of this Agreement.

Section 9: Severance

In the event the Employee is terminated by the Town, without cause, before expiration of the term of her employment Agreement, and the Employee is still willing and able to perform her duties as Interim Town Manager, the Employer shall pay a lump sum cash severance payment equivalent to the remaining salary due for the term of the Agreement or \$2,500.00, whichever is less. This severance shall be paid in a lump sum unless otherwise agreed to in writing by the Employer and the Employee.

In the event the Employee is terminated for cause, the Employer will have no obligation to pay the severance sum, no notice is required, no severance will be paid, and health insurance coverage will continue for thirty (30) days. It is recognized the Employee occupies a highly sensitive managerial position. Acts or omissions that constitute cause sufficient for the

PAHRUMP INTERIM TOWN MANAGER EMPLOYMENT AGREEMENT

Employer to dismiss the Employee will depend on the particular circumstances. The decision as to whether cause exists involves the Town Board's managerial discretion and judgment.

Cause will exist if after a review of all particular circumstances, the Town Board by a majority vote at open meeting makes a good faith, reasonable finding of fact that the Employee has engaged in intentional acts or omissions which makes her ineffective in the performance of her designated job duties or negatively impacts her ability to carry out effective and productive working relationships with the Town Board as a body or for the Town of Pahrump. Examples of such intentional acts or omissions include but are not limited to the following:

1. Willful neglect of duties;
2. Inability to perform her general administrative duties or any specific duties delineated in her job description;
3. Intentional acts of misconduct or omissions occurring within the scope and course of her employment which negatively impacts her ability to perform her delineated duties or are measurably detrimental to her productive working relations with the Town;
4. Conviction of any felony;
5. Conviction of a gross misdemeanor; or
6. Pattern of behavior deemed inappropriate by a majority of the Town Board.

Section 10: Resignation

In the event that the Employee voluntarily resigns her position with the Employer, before the expiration of the stated terms of her employment Agreement, the Employee shall provide a minimum of fifteen (15) days written notice and exert every effort to provide thirty (30) days written notice, unless the parties agree otherwise. In the event of voluntary resignation, the Employee shall not be entitled to severance pay as defined in Section 9 of this Agreement.

Section 11: Hours of Work

The Employer acknowledges the proper performance of the Interim Town Manager duties require the Employee to generally observe normal business hours and also will require the performance of necessary services outside of normal business hours. Because the Town Manager's job title is an exempt position, the Employee agrees to devote such additional time as is necessary for the full and proper performance of the Town Manager duties and that the compensation herein provided includes for such performance. The Employer intends that reasonable flexible scheduling of time off be permitted, such is customary for exempt employees, so long as the time off does not interfere with the completion of the required duties as identified in Section 2.

Section 12: Outside Activities

The employment provided for this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching,

consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with her responsibilities under this Agreement. The Employee shall receive prior written approval of the Employer before participating in any of the above- mentioned activities.

Section 13: Indemnification

Beyond that required under federal, state or local law, Employer shall defend, save harmless and indemnify Employee 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 Employee's duties as Town Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 14: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, Town of Pahrump Ordinances and/or Resolutions, and state and federal law.

Section 15: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Pahrump Town Board Chairman
400 N Highway 160
Pahrump, NV 89060

(2) EMPLOYEE: Susan Holecheck
346 Tuscany Circle
Mesquite, NV 89027

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

Section 16: General Provisions

This Agreement sets forth and establishes the entire understanding between the Employer and the Employee replaces any previous oral or written agreement.

This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

This Agreement shall become effective on July 24, 2013.

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AGENDA ITEM REQUEST

Requests and backup must be into the Town Office by **3:00 p.m. five (05) business days before the preceding Town Board meeting** you wish the item presented. Town Board meetings are held on the second and fourth Tuesday of each month at 7:00 p.m. in the County Complex.

DATE AGENDA ITEM SUBMITTED	DATE OF DESIRED BOARD MEETING
7/10/2013	7/23/2013

CIRCLE ONE: Action Item Non-Action Item Presentation

ITEM REQUESTED FOR CONSIDERATION:
Closed Session(s)

- a. Discussion and Possible Decision regarding a Closed Session, to receive information and advice from the Town Attorney regarding potential or existing litigation pursuant to 241.015(2)(b)(2).
- b. Discussion and Possible Decision regarding a Closed Session pursuant to NRS 288.220 for purposes of conferring with Town's Management Representatives Regarding Labor Negotiations.

If request for funding is approved by the Town Board, an invoice or letter from the requestor to Town of Pahrump/Accounts Payable is required to receive funding.

BRIEF SUMMARY OF ITEM:

BACKUP ATTACHED: YES NO

NAME OF PRESENTER(S) OF ITEM: Pahrump Town Board

SPONSORED BY:

<u>Pahrump Town Board</u>	<u>Pahrump Town Board</u>
Print Name	Signature
<u>400 N. Hwy 160</u>	<u>(775) 727-5107</u>
Mailing Address	Telephone Number

