

**City of Carson City
Agenda Report**

Date Submitted: 6-11-13

Agenda Date Requested: 6-20-13

Time Requested: 30 minutes

To: Board of Supervisors

From: Melanie Bruketta, HR Director

Subject Title: For Possible Action: Review of the criteria, goals and objectives by the Board of Supervisors and City Manager Larry Werner based upon their continuing relevance and changing priorities of the Board for possible additions or deletions or modifications which might constitute adverse administrative action relevant to the City Manager. *(Melanie Bruketta, HR Director)*

Staff Summary: Pursuant to the City Manager's contract, the Board of Supervisors and the City Manager must review the criteria, goals, and objectives established by the Board in January for possible additions, deletions or modifications in June of the same year. Under the City Manager's contract his performance is reviewed annually in January. Deliberations regarding character, competence and performance relevant to existing, and any proposed new criteria, goals or objectives, are possible.

Type of Action Requested: (check one)

Resolution

Ordinance

Formal Action/Motion

Other (specify)

Does this Action Require a Business Impact Statement: Yes No

Recommended Board Action: I move to keep the established criteria, goals and objectives in place, with the established timelines, for the proper operation of the City and the attainment of the Board of Supervisors' policy objectives.

Or

I move to add, delete or modify the criteria, goals and objectives as follows...establish the following timelines...for the proper operation of the City and the attainment of the Board of Supervisors' policy objectives.

Explanation for Recommended Board Action: Pursuant to the City Manager's contract, the Board of Supervisors and the City Manager must review the criteria, goals, and objectives established by the Board for possible additions, deletions

or modifications. This is not a performance evaluation under the City Manager's contract. Nevertheless, the contract provides for at-will employment, which is always at the discretion of the Board.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: N/A

Alternatives: N/A

Supporting Material:

City Manager's Employment Contract and the 2012-2013 Initiatives Update

Prepared By: Randal Munn, Chief Deputy DA and Melanie Bruketta, HR Director

Reviewed By:

Melanie Bruketta
(HR Director)

Date: 6/10/13

Dana Paulson
(Finance Director)

Date: 6/11/13

Randal Munn
(District Attorney)

Date: 6/11/13

Board Action Taken:

Motion: _____ 1) _____

Aye/Nay

2) _____

(Vote Recorded By)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, made and entered into this 20th of September, 2012, by and between the CARSON CITY BOARD OF SUPERVISORS, acting on behalf of Carson City, a consolidated municipality of the State of Nevada, and LAWRENCE A. WERNER, hereinafter called the "Employee", or "City Manager" both of whom understand and agree to the following provisions:

1. EMPLOYMENT

The Carson City Board of Supervisors ("Board of Supervisors") hereby agrees to employ LAWRENCE A. WERNER as Carson City Manager to report to the Board of Supervisors and to perform the duties specified herein and other duties, as the Board of Supervisors shall from time to time assign.

2. POWERS AND DUTIES

The City Manager is the Chief Administrative Officer of the Consolidated Municipality of Carson City. The City Manager is responsible for the efficient administration of all affairs of the City which are under his control. In addition to his general powers as administrative head and not as a limitation thereon, it shall be his duty and he shall have the power and duty to perform the following:

a. Enforcement

To see that the laws of the State of Nevada and all laws, ordinances and policies of Carson City are duly enforced and that all franchises, permits, leases, agreements, contracts, and privileges granted or entered into by the City are faithfully observed.

b. Departments and Employees

To control, order, give direction to, appoint, promote, discipline, and demote or remove all heads of departments and/or subordinate officers and employees of the City. To organize, reorganize, consolidate or combine offices, positions, departments or other units under his jurisdiction as permitted by the Carson City Charter, the Carson City Municipal Code, and Nevada state law.

c. Control and Supervision

To exercise control over and to supervise, in general, all departments and divisions of City government and all appointed officers and employees within those departments and divisions under his jurisdiction.

d. Agenda Preparation

To prepare agendas for all Board of Supervisors meetings, in consultation with the Mayor, and to compile appropriate reports and recommendations as deemed necessary.

e. Attend Meetings

To attend all meetings of the Board of Supervisors unless excused by the Mayor or the Mayor pro tem.

f. Recommendations

To recommend to the Board of Supervisors for adoption such actions, resolutions and ordinances as deemed necessary.

g. Inform and Advise

To keep the Board of Supervisors at all times fully advised as to the operational, financial and general condition and needs of the City.

h. Annual Budget

To timely prepare and submit to the Board of Supervisors and the State of Nevada the annual budget and to administer it after adoption.

i. Salary Plan

To prepare and recommend to the Board of Supervisors a salary plan for classified and unclassified employees and appropriate revisions to the personnel ordinance.

j. Investigation of Affairs

To make investigations into the affairs of the City and any department or division thereof and any contract, or the proper performance of any obligation running to the City.

k. Investigation of Complaints

To investigate all complaints in relation to matters concerning the administration of the government of the City and in regard to the service maintained by public utilities in the City.

l. Supervision of Public Property

To exercise general supervision over all public buildings, public parks, streets and other public property (personal and real) which are under the control and jurisdiction of the Board of Supervisors.

m. Full Time Duties

To be in the exclusive employment of the City and to devote his entire time to the duties set forth in this Contract and to the interests of the City.

n. Reports and Recommendations

To make reports and recommendations as may be desirable or requested by the Board of Supervisors.

o. Other Powers and Duties

To perform such other duties and exercise such other powers as may be delegated to him from time to time by the Board of Supervisors.

3. ABSENCE

In the case of absence of the City Manager, he has the authority to appoint, and shall appoint, some duly qualified person to perform his duties during the period of absence. In case of the disability of the City Manager, the Board of Supervisors shall appoint some duly qualified person to perform the duties of the City Manager during the period of any such disability.

4. TERM OF CONTRACT

The City Manager is an at-will employee and shall serve at the pleasure of the Board of Supervisors in accordance with Nevada law. The term of this Contract is from January 1, 2013 to December 31, 2015, unless the Contract is terminated by the Board of Supervisors or the Employee resigns. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Board of Supervisors to terminate the services of the Employee at any time for any reason or for no reason at all, subject to the provisions set forth in this Contract. Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in this Contract. Not more than six months before the end of this Contract, Employee may submit a written proposal to Board of Supervisors for the extension of the provisions of this Contract and/or revision of the provisions of this Contract and in that event, the Board of Supervisors shall decide whether or not to enter into negotiations with respect to such proposal. The Board of Supervisors shall advise Employee within thirty (30) days after receipt of a written proposal for extension of the Contract whether or not the Board of Supervisors is interested in extending the Contract. Nothing contained herein shall be construed to require the Board of Supervisors to revise or extend this Contract. If the Employee or the Board of Supervisors, six months prior to the end of this Contract, chooses not to extend this Contract, the Employee agrees to participate in a transition plan including the recruitment of a new City Manager.

5. TERMINATION AND SEVERANCE PAY

a. In the event Employee is terminated by the Board of Supervisors during the term of this Contract and the Employee is willing and able to perform his duties under this Contract, the Board of Supervisors agrees to pay Employee a lump sum cash payment equal to six months base salary, less applicable withholdings, as of the date of termination. The Board of

Supervisors shall also pay for Employee's COBRA health insurance benefit payments for six months following termination or until Employee secures other health insurance, whichever period is shorter. Employee shall also be paid for any accrued annual leave up to 300 hours and management leave up to 40 hours at his current base salary rate as of the date of termination.

b. In the event the Employee is terminated for cause or for conviction of a felony or gross misdemeanor, the Board of Supervisors shall have no obligation to pay the lump sum cash payment as designated in paragraph 5(a) above or the COBRA health insurance benefit. The Board of Supervisors will be required to pay the accrued annual leave hours up to 300 hours and any management leave up to 40 hours prorated from July 1 to June 30.

c. In the event the Board of Supervisors, at any time during the term of this Contract, reduces the salary or other financial benefits of Employee, without Employee's concurrence, in a greater percentage than applicable for across-the-board reductions for all employees of the City, or in the event the Board of Supervisors refuses, following written notice, to comply with any provision benefiting Employee herein, the employee may deem the Contract "terminated" and the Board of Supervisors is required to comply with the provisions of paragraph 5(a) above.

d. In the event Employee voluntarily resigns his position with the City before the expiration of the aforesaid term of his employment, then Employee shall give the Board of Supervisors at least 60 days notice in advance, unless the parties agree otherwise. If the Employee voluntarily resigns his position, the provisions of paragraph 5(a) will not apply except for the provisions for payment of accrued annual and management leave.

e. Upon termination of this Contract, Employee shall immediately return all keys and City property to the Mayor or Mayor pro tem. If all property is not returned within five (5) days of termination of the Contract, the Board of Supervisors may institute a legal action against Employee for conversion.

f. If Employee is permanently and totally disabled or otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, the Board of Supervisors shall have the option to terminate this Contract. In the event of such termination, the provisions of paragraph 5(a) will apply.

6. SALARY, COMPENSATION, PERFORMANCE EVALUATION AND BENEFITS

Beginning the effective date of this Contract, the Board of Supervisors shall compensate Employee for services rendered pursuant to this agreement as set forth below:

a. The Employee shall be paid a bi-weekly salary of \$5,330.45 with PERS adjustments, if any, in accordance with state law.. Upon approval of the Board of Supervisors, the City's Director of Human Resources may conduct a total compensation comparison of similar Chief Administrative Officers in the region and the Board of Supervisors may consider and approve changes in the existing salary range for the Employee. If the salary is adjusted downward due to the compensation study, paragraph 5(c) will not apply to that reduction. In January of each year, during the annual performance evaluation of the Employee, the Board of Supervisors may adjust the Employee's base salary within the City Manager salary range after the review and evaluation of the Employee's performance related to the established core success factors for City Manager.

b. Employee will be paid a \$3,900 per year automobile allowance in bi-weekly installments.

c. The Board of Supervisors will pay medical, dental, vision and life insurance benefits at the same level and type of coverage as apply to other unclassified appointed department heads.

d. The Board of Supervisors will pay cost-of-living adjustments (COLA) as applied to other unclassified appointed department heads.

e. Contributions to the Public Employees Retirement System shall be paid 100% by the Board of Supervisors.

f. Medicare payments, on behalf of Employee, shall be paid by the Board of Supervisors in the same manner as other unclassified employees.

g. Worker's Compensation insurance premiums will be paid by the Board of Supervisors at the required level.

h. The City Manager will receive all equipment, i.e. computer equipment, software, cell phone, radio, etc., necessary to perform the essential functions of the position.

7. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to the business of the City, and to that end Employee will be allowed to take time off as he shall deem appropriate during said normal office hours.

8. LEAVE BENEFITS

Employee shall accrue, and have credited to his personal account annual leave at the rate of fourteen (14) hours per month (21 days/year) and sick leave shall accrue at the rate of ten (10) hours per month (15 days/year). Accrued sick leave balances shall be carried forward from leave year to subsequent leave year without limitation. Only three hundred (300) hours of annual leave may be carried forward from leave year to subsequent leave year. Employee shall receive eighty (80) hours of management leave per year on each July 1st. Except as set by resolution for the use and compensation of management leave as it applies to unclassified employees, unused management leave is lost if not used by the end of the fiscal year in which it is granted and Employee will not be compensated for unused management leave.

9. DUES AND CONTRIBUTIONS

The Board of Supervisors agrees to budget and to pay for reasonable professional dues and subscriptions of the Employee necessary for the continued membership in associations and organizations necessary and desirable for continued professional growth and advancement. The Board of Supervisors reserves the right to review these expenses on a periodic basis to assure reasonableness.

10. PROFESSIONAL DEVELOPMENT

The Board of Supervisors agrees to budget and pay for reasonable travel and subsistence for Employee for professional and official travel to meetings and other events to continue professional development of Employee. The Board of Supervisors reserves the right to review these expenses on a periodic basis to assure reasonableness and the relevance of these activities.

11. GENERAL EXPENSES

The Board of Supervisors recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by Employee in conjunction with his responsibilities herein described, and shall continue to reimburse or to pay said general expenses in accordance with existing city policy for city employees. The Board of Supervisors reserves the right to review these expenses on a periodic basis to assure reasonableness.

12. DUTY TO DEFEND

The District Attorney shall provide for the defense, including the defense of cross-claims and counterclaims, in any civil action brought against the City Manager based on any alleged act or omission relating to his public duties or employment if:

1. Within 15 days after service of a copy of the summons and complaint or other legal document commencing the action, he submits a written request for defense to the District Attorney; and

2. The District Attorney determines that the act or omission on which the action is based appears to be within the course and scope of public duty or employment and appears to have been performed or omitted in good faith.

13. MERIT SALARY INCREASE

In January of each year, the Board of Supervisors shall review and evaluate the performance of the Employee. The criteria to be used will be developed jointly by the Board of Supervisors and Employee upon initial appointment under this agreement and each January thereafter. The criteria, goals, and objectives will be reduced to writing and reviewed by the Board of Supervisors and Employee each subsequent June for possible additions, deletions or modifications. The Board of Supervisors shall define the desired outcomes (goals) it deems necessary for the proper operation of the City and the attainment of the Board of Supervisors' policy objectives. The Board of Supervisors shall prioritize the desired outcomes (goals). These goals and objectives shall be generally obtainable within time limits specified. Based on the Employee's achievement of the goals, the Board of Supervisors may grant a merit increase to the Employee up to, but not exceeding the current salary range for City Manager. If such a merit is approved by the Board of Supervisors, it will be granted at the time of the annual performance evaluation in January as referenced in Section 6.

14. ATTORNEY'S FEES AND COURT COSTS: APPLICABLE LAW

If either the Employee or the Board of Supervisors is required to go to court to enforce the provisions of this Contract then the prevailing party shall be entitled to reimbursement from the non-prevailing party for attorney's fees, litigation expenses and court costs. In the event of litigation, Nevada law shall control the interpretation and application of this Contract.

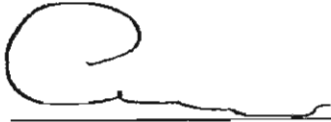
15. GENERAL PROVISION

The text herein shall constitute the entire Contract between the parties. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee. This Contract shall be interpreted under Nevada law. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the consolidated municipality of Carson City has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year this Agreement is executed by the Mayor on behalf of the City.

EMPLOYEE:
201 N. Carson St.
Carson City, Nevada

CITY:
201 N. Carson St.
Carson City, Nevada

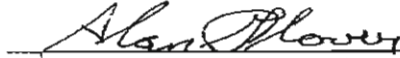


Lawrence A. Werner

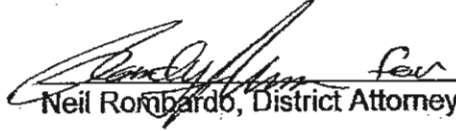


Robert L. Crowell, Mayor

ATTEST:



Alan Glover, Clerk-Recorder



Neil Rombaro, District Attorney

2012/2013 Initiatives Update

Period Ending December 31, 2012

A Healthy Community		
<u>Initiative</u>	<u>Status</u>	<u>Status Report</u>
Develop a plan to increase the exposure of the CC Cares subscription program. A plan will be in place by December 31, 2012. This date is important as the subscription program enrollment period is May through June annually. The implementation portion of the plan will have deadlines in place so that the work will be carried out in time to meet the enrollment period.	Complete	The plan has been developed and provided to the city manager. Those components that are able to be implemented are being worked on. Other changes must take place with our internet presence and on-line payment processes developed for all components of the plan to be fully implemented.
Begin discussions with other social service agencies regarding co-location and the creation of a one-stop shop atmosphere for families in need of support services. Begin exploring funding opportunities for the project.	Complete	This item is shelved at this time. We need to look at alternate methods to link social service agencies to be more efficient. With a new HS Program Manager in place since late August, this should be looked at in the next few months.

A Vibrant, Diverse and Sustainable Economy

Initiative	Status	Status Report
Facilitate development of revised objectives for RDA #2 from the newly created RACC.	100% complete	An amended Redevelopment Area #2 Plan was adopted by the Redevelopment Authority and Board of Supervisors after two public hearings with the Redevelopment Authority Citizens Committee and two public hearings with the RDA/BOS. Property owner notification was sent out for both the RACC and RDA/BOS meetings. The amended Plan includes additional strategies for addressing future redevelopment efforts within Redevelopment Area #2.
Adopt specific design standards for commercial development and public-use development within the V&T Specific Plan Area to protect the scenic quality of the V&T route.	10%	<p>The Board of Supervisors indicated in 2012 that the current Master Plan goals and policies, which includes this initiative, should possibly be reevaluated. This delayed the start of the project until the completion of the 2012 Master Plan annual report. Planning staff presented this issue to the Planning Commission during the Master Plan annual report discussions in November and December 2012. The Planning Commission recommended bringing more detailed property information back to them regarding current uses and zoning of the subject properties to they can better evaluate the need to rezone the properties and create new development standards.</p> <p>In February 2013 the Board of Supervisors accepted the annual review of the Master Plan, including the recommendation to pursue this initiative with the Planning Commission. The start of this initiative has been further delayed by the loss of the Principle Planner in December 2012, leaving the Planning Division short-handed for special projects such as this. A new planner was hired in April. It is anticipated that this project will be started this summer. In the interim, staff believes current development standards are adequate to address compatibility issues with new development in the area. (Existing development in the area was constructed under older development standards.)</p>

<p>Conduct additional outreach and seek potential funding sources for a tourism related shuttle service linked with the V&T.</p>	<p>100% Complete</p>	<p>Additional outreach conducted with Downtown Business Association. While there was support of the JAC system, there was no interest in the proposed V & T related service. There has been little to no interest expressed by any groups which have been approached and no willingness to participate financially.</p>
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An Active and Engaged Community

Initiative	Status	Status Report
Pursue an amended joint use agreement with the School District, Silver State School and other entities for all facilities, including the theater.	In progress 75% complete	A draft joint use agreement has been completed with the Silver State Charter School and will be reviewed by staff (including legal) of both entities. After approval it will be brought to the Parks & Recreation Commission. A block scheduling system for the Bob Boldrick Theater as been implemented with the Carson School District. This has resulted in a more efficient way to allot their time and has made more time available in the Theater for other users. In addition we have on a limited basis initiated a surcharge per ticket sold for the School Districts events/programs and productions that they charge for. This is intended to off set the costs incurred by the City for hosting these events.
Explore the development of a cooperative marketing program in conjunction with the Carson City Convention and Visitors Bureau of Carson Area Chamber of Commerce.	In progress 15% complete	Discussion were conducted with the interim CCCVB Director regarding the marketing of City facilities. A tour for private sectors promoters of City facilities was arranged by the interim Director and was attended by P&R staff. Future actions will continue after the new CCCVB Director has has been selected.
Make regular requests to organizations that operate facilities that support arts and culture activities and report back on the response to the Board of Supervisors.	In progress 12% complete	Parks and Recreation Department staff is defining the initiative and focusing on organizations that operate public facilities in Carson City that host arts and cultural events and/or programs. Staff's next step is to develop a form that can be sent out to these various organizations and can be up loaded into the active strategy system on a monthly basis. The form will record the organization's door and/or program attendance counts. Staff will be contacting these organizations to verify that they will participate in the data collection request by City staff.

Excellence in Education and Lifelong Learning

<u>Initiative</u>	<u>Status</u>	<u>Status Report</u>
Provide a summary report to the Board of the components of the WNC and Carson School District strategic plans and address specific links or the need for specific links with Carson City's strategic plan.	100% complete	A report was provided at the Strategic Planning workshop in February.

An Open and Accessible Government

<u>Initiative</u>	<u>Status</u>	<u>Status Report</u>
Plan and hold semi-annual town hall meetings.	In Progress 20%	With the hiring of a Deputy City Manager, plans are under way to hold the first Town Hall meeting at Fuji Park in August or September.
Design a citizen survey to gather priority and performance information with regard to services.	In progress 65% complete	The survey instrument has been completed. It awaits review by a focus group of citizens in order to verify that the questions were worded adequately. The Survey was put on hold until after the Chamber of Commerce completed their Dialogue 2013 public input effort. It is believed that the results of their work may provide insight into additional questions that may be included on the Carson City Survey.
Social media project	100% complete	Staff is continuing to post content.
Create a website update policy for the Carson City website.	100%	Policy is in place
Develop a position in the City that can offer assistance to all departments in communicating their information to the public.	In progress 20% complete	With the hiring of a Deputy City Manager this position has begun the process of offering assistance to the Departments and communicating to the public.
Prepare financial policies for approval by the Board of Supervisors	In progress 90% complete	These policies are complete. Larry and I decided to wait until the new Board was seated so that they can approve them. I anticipate the policies will go before the Board in February, 2013.

<p>Develop an overall "customer friendly" plan that provides the feedback and training necessary to insure exceptional customer service to all customers of Carson City.</p>	<p>In progress 75% complete</p>	<p>The City contracted with Strategic HR Partners to implement a Customer Service Program. The work began a few weeks ago with direct interaction with employees through "secret shoppers". Over the course of two months, at least four different "secret shoppers" will visit each department once on varied days and at varied times. In addition to in-person contact, "secret shoppers" will also call the departments and make inquiries about the available services. A formal report will be provided to the City at the conclusion of the two month period. Upon receipt of the report, staff will review where customer service training needs exist and discuss the best way to implement the type of training program needed.</p> <p>Strategic HR Partners indicated that the goal is to have the final report provided to the City by June 11, 2013.</p>
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An Open and Accessible Government

<u>Initiative</u>	<u>Status</u>	<u>Status Report</u>
Develop a complete cascading system of scorecards (objectives and performance measures) that tie financial resources to outcomes.	In progress 90% complete	<p>Public Works Department has begun creating program scorecards for Streets, Water, Sewer, Wastewater, and transit. Initial data has been loaded by Public Works staff.</p> <p>A process for downloading monthly financial data is being formulated. This data can not be downloaded from the HTE system into an appropriate file type as was the case with Manpower.</p> <p>Implementation of a Business Review process is being developed at the program, department and City Manager level.</p>

An Open and Accessible Government

<u>Initiative</u>	<u>Status</u>	<u>Status Report</u>
The Human Resources Department proposes that full-time employees receive service recognition. The recognition may include a sterling silver pin, or other item. Sterling silver pins were provided to employees in the past. Recognition will be given to employees who have attained 5, 10, 15, 20, 25 and 30 years of service for Carson City. Recognition may occur once each year.	Complete	Recognition will begin in January at the second Board meeting.
Provide opportunities for regular tours of various City Departments by the Board of Supervisors.	In progress 10% complete	A tour schedule for the year has been posted and the first tour completed: March tour of Public Works
Prepare a back ground report regarding the possibility of expanding business licensing to organizations not currently required to pay for business licenses and request policy direction from the Board before going forward.	Complete	A memo was provided to the Board by Larry Werner regarding the efficacy of pursuing such a tax. Based on the total number of non-profits in Carson City, it is estimated that the amount that could be generated by charging them an annual business license fee would be between \$20,000 - \$30,000 per year. This amount is an estimate as the fee varies based on the square footage of the business and the number of employee's per business. I am not sure that charging churches, homeowner's associations, employee associations, civic organizations etc. would be in the best interest of the City based on the small amount of money it would generate. If a Board member is interested in pursuing this further, it will be placed upon an upcoming agenda.

An Open and Accessible Government

<u>Initiative</u>	<u>Status</u>	<u>Status Report</u>
Prepare a back ground report regarding the possibility of charging for emergency response and request policy direction from the Board.	100% Complete	This initiative should be considered closed. While there are third party organizations who will handle billing of this sort, we lack specific statutory authority to develop this kind of fee based structure.