MINUTES OF THE BOARD OF CHURCHILL COUNTY COMMISSIONERS

155 N. Taylor St., Fallon, NV 89406
June 12, 2025

Call to Order:

The sepecial meeting of the Board of County Commissioners was called to order at 8:00 AM on June 12, 2025.

PRESENT:	Commissioner Myles Getto Commissioner Eric Blakey Commissioner Matt Hyde Deputy District Attorney Joseph Sanford Chris Spross, Assistant County Manager/HR Director Deputy Clerk to the Board Pamela D. Moore
ABSENT:	County Manager Jim Barbee Comptroller Sherry Wideman Clerk/Treasurer Linda Rothery

Pledge of Allegiance:

The Pledge of Allegiance was recited by the board and public.

Public Comment:

Chair Getto asked if there was any public comment but there was none.

Verification of the Posting of the Agenda:

It was verified by Pamela D. Moore, Deputy Clerk of the Board, that the Agenda for this meeting was posted on the 6th day of June, 2025, between the hours of 1:00 and 5:00 PM at all of the locations listed on the Agenda, in accordance with NRS 241.

Consideration and possible action re: Approval of Agenda as submitted or revised:

Commissioner Matt Hyde made a motion to approve the Agenda as submitted. Commissioner Eric Blakey seconded the motion, which carried by unanimous vote.

Appointments:

A- Consideration and possible action re: Offer of employment for primary candidate Chris Spross, or alternate candidate Jennifer Savage, to serve as the County Manager for Churchill County.

On June 4, 2025 this board held interviews for the position of County Manager and selected Chris Spross as the primary candidate and Jennifer Savage as the alternate candidate. They further directed HR and the District Attorney's Office to negotiate any terms and conditions of employment and a step placement in the range for the County Manager position.

The County Manager position is identified in the Churchill County Pay Table at Grade 96 with Step 1, with FY 25-26 having a compensation of $166,619 and Step 13 having a compensation of $224,102. Negotiations were held with each candidate to identify a step in the range that was supported by their experience and at which they would be willing to accept the position. Negotiations further included any special terms or conditions of employment requested by the candidate.

Candidate Spross negotiated the following terms of employment based on his history and experience with the county, understanding of the county and community, and expected performance:

Employed under the standard conditions and policies of Title 3, except as specifically outlined herein.

1. Maintain the vehicle stipend for use of a personal vehicle in the amount of $7,200 annually.
2. Initial placement at Grade 96 Step 6 with annual reviews thereafter. Regular merit increases for the County Manager shall be 5% per year unless performance is unsatisfactory at the sole discretion of the board. Merit increases shall be limited to a maximum of Grade 96 Step 13.
3. That assumption of this position shall be effective July 7, 2025.

Candidate Savage negotiated the following terms of employment based on her history and experience at director level positions and need to relocate to a new community:

Employed under the standard conditions and policies of Title 3, except as specifically outlined herein.

1. Shall be paid a standard vehicle stipend for use of a personal vehicle in the amount of $7,200 annually.
2. Initial placement at Grade 96 Step 1 with annual reviews thereafter.
3. Employment contract to include a 3-month severance package should either of the parties agree to terminate the employment relationship between months 6 -12. This provision will terminate after the first annual evaluation.
4. That she receive up to $5,000 in relocation assistance to find suitable housing in Churchill County.
5. That assumption of this position shall be effective between June 26, 2025 and June 30, 2025 based on her availability.

FISCAL IMPACT: $188,447 of base pay (not including benefits) at Grade 96 Step 6. This represents an expected savings of $35,655 from the current County Manager's salary.
EXPLANATION OF IMPACT: The fiscal impact will constitute a fiscal savings compared with outgoing Manager Barbee who was at the highest step in the grade and would have a base salary of $224,102.
FUNDING SOURCE: General Fund.

ACTION REQUESTED: Accept

Joseph Sanford, Chief Deputy District Attorney - Civil, said this Commission had directed Human Resources and me to sit down with each of the candidates to negotiate terms of employment that would be suitable for them upon entering into the County Manager position. Ms. Brontsema and I met with each of the candidates a couple of days ago and negotiated terms. Those are provided to you in the Agenda Packet and as listed above. Negotiations with Mr. Spross focused on his longevity with the county, as well as his experience, knowledge, and ability to perform the role and his understanding of the tasks. He currently is in the Assistant County Manager position at Step 8. This was going to require significantly more public view and work associated with the position than his current position and would have a fairly substantial pay increase associated with it. The amount negotiated was within line of our expectations going in, so I am not here to present this as something unexpected. The Commission has the right to consider and make an employment offer under any terms that it deems appropriate. This is not a requirement that you adopt any particular negotiation. The intention of having the 5% merit increase is, instead of starting at a higher part of the range so that, in the event that the Commission ultimately decided that they were unhappy with services, there would be savings to the county and, if they were happy with continued services, that is when increased costs would occur.

Candidate Savage negotiated separate terms as outlined above. She required that she give two-week notice to her current employer, which gives us the start dates outlined above.

I am happy to answer any questions you may have. I think the negotiations were all done in good faith and fairly amongst all of the parties. No one had anything except appropriate conduct during the entire time.

Commissioner Hyde said my question pertains to the $7,200 vehicle allowance. Explain that to me if we give them a company vehicle. Deputy DA Sanford said this is the standard for when we have someone who does not use a company vehicle. Instead of taking a company vehicle when they have the option instead to utilize their own personal vehicle for business instead, they get a stipend to cover maintenance and costs associated with the use of that. It is generally preferable to having a county vehicle because there are lot of regulations associated with the use of a county vehicle for personal functions, which can create some obstacles when using those vehicles for taking your kid to school and things like that. Obviously, there already is a vehicle assigned to the County Manager. Currently, Mr. Spross utilizes his own vehicle instead of a county vehicle and Ms. Savage requested the same consideration for the same reason. Commissioner Hyde said, typically, you get mileage reimbursement for using your own vehicle. I have never seen this before, unless they are providing their own vehicle. Deputy DA Sanford said they are providing their own vehicle in this situation. Commissioner Hyde said we are going to have an extra county vehicle? Deputy DA Sanford said, yes, we would have one vehicle that is currently assigned to the County Manager that would not be being used. Commissioner Hyde said that makes sense then.

Commissioner Blakey said I have the same feelings as Commissioner Hyde. We already have a vehicle assigned to this department, which is a nice vehicle. There is no previous time that I know of in the recent history that this stipend has been made. I do not support the $7,200 stipend because we have a vehicle there and it doesn't seem to have been a problem for any other County Manager. That is one issue that I have with the stipend.

Commissioner Blakey said I would like to know if the Compensation and Salary Administration Policy was considered when negotiating with Mr. Spross. Deputy DA Sanford said it was. We have a policy associated with internal promotions. That promotion requires that, when the employee is promoted within a department or within the county, they are typically placed at the first step in the range that represents a 5% increase in salary. My understanding of this case is that Step 1 would have constituted a 7% increase, so that would have been the standard location. Obviously, it is up to the discretion of the board, as well as other items related to actions or activities that have more responsibilities associated with them than the current position. It was reviewed and discussed as part of the negotiation and was one of the initial discussions of the county's position.

Commissioner Blakey said, in the advanced step promotion, it says that the county board may approve an advanced step placement within a salary range upon promotion for two reasons: 1) to meet a difficult recruiting problem, which I do not think we had; 2) to employ a person who possesses superior qualifications. I do not disagree with his qualifications, however, if we do this today, going higher than Step 1, then we are setting precedence for the future. I don't have any other evidence other than this policy to stand on. Does this open the door for other promotions to negotiate higher than what our policy actually says? If we do not agree with our policy, then maybe we should consider changing the policy, but this is the policy that I think I should stand on today because it is only fair across the board. It goes all the way down to just a simple employee or a basic employee to be able to come in and say you need to class me up. That is how I understand that, but, if I am wrong or if someone wants to voice an opinion about that, please do so.

Chair Getto said, Joe, does CC Communications have a vehicle stipend? Deputy DA Sanford said I have no idea. Commissioner Hyde said no. Chair Getto said no, it does not? Commissioner Hyde said no, it does not. Chair Getto continued that is something that we have been through before – me and my prior boards have been through before. It really doesn't bother me too much. As Joe stated, in my opinion, when you take on this position, with a county vehicle, there is a lot more liability, you don't have the freedom or luxury of taking your kids to school in that county vehicle, so it kind of makes it a challenge, in my opinion, especially with the County Manager position where you are running around to different departments and tours. Deputy DA Sanford said we currently have this stipend. It is currently being used by Mr. Spross in his current position. It is under that same umbrella, but I will leave it completely to the board's discretion as to whether or not you want to offer it as part of this offer.

Commissioner Hyde said I do believe there is an option for Mr. Feest, with CC Communications, to exercise the stipend, but he never has because he had a vehicle provided. I am fine with the stipend, as long as they are using their own vehicle and we have another need for that truck that we have sitting there. I do not want to waste an asset that we have.

Commissioner Blakey said I am going to stand on opposing the stipend because we do have a satisfactory vehicle for that position and it is not a bad vehicle, and he could do his job as he needs to. I understand his position. He already has that stipend, which was before our time. I do not know the negotiation of the terms, but we already have the vehicle, and it is usable for county business. That is where I stand.

Commissioner Hyde said I have another question about where it says the County Manager shall get a 5% increase. Why wouldn't we just go from Step X, whatever we decide, to the next step? For instance, Step 6 would go to Step 7. Deputy DA Sanford said this was a negotiation that was based off of the intent to negotiate a lower starting salary than was initially offered and presented, with the idea that it would be the board's decision at the time of each annual evaluation whether the employee, Mr. Spross in this case, was meeting the metrics of your desire to continue to get merit increases. The standard merit increase is one step, 2.5%. The request here was to do 5%, with the intention that, I don't want to say it. The negotiation was that he planned to be here for at least 5 years and that, under that trajectory, he would end his last year at the highest step in the range. That was something that was important to him and, so, rather than starting with a higher step, which would cost the county additional funds, especially in a situation where you are unhappy with the performance, it was a risk for the employee at the front-end with only, upon your satisfaction with his employment, that he would continue to rise.

Commissioner Blakey said I think that, if we deviate from the policy, we need to have justification for why we are doing so, so that the other county staff understand. Just a reminder, it will open us up to who knows what in the future.

Chair Getto asked are there any other questions, comments, or concerns but there were none. He then asked if there was any public comment.

Chris Spross I wanted to make a comment on the stipend. As Mr. Sanford said, that stipend is currently in the County Manager's budget and I do acknowledge that, by me utilizing that stipend, if I were to accept this position, there would be a county vehicle available. However, if I am offered this position, we would have to back-fill my current position and the person that back-fills that position would be able to use that vehicle. I just wanted to make sure the board is aware of that.

Chair Getto asked if there was any other public comment but there was not.

Commissioner Blakey made a motion to appoint Chris Spross as County Manager at an initial placement at Grade 96, Step 1, with annual reviews thereafter, effective July 7, 2025, but that no vehicle stipend be offered because there is a vehicle already available for use. There was no second to the motion, so the motion failed for lack of a second.

Chair Getto said I do not think we are deviating from Title 3, in my opinion. This is a unique position that directly reports to us. Most of the time, there isn't a negotiation for an average employee. This is like a select few, such as Library Director, County Manager, CC Communications General Manager, and I think that is it in the county where they actually go into negotiations for these things. I do not personally think we are deviating from Title 3.

Commissioner Blakey said I respectfully disagree with that because, if we weren't deviating from the policy, it would have a stipulation there to exclude the County Manager's office, I believe and, if that is the case, moving forward, maybe we need to look at changing this policy. Once again, should we go down this road? I don't know where it leads us. It leads us into unchartered waters to allow anyone else to come in and negotiate something higher than what our policy states. If we aren't going to follow our policy, then we need to exclude it from the county code.

Chair Getto said this is not unchartered waters, though. I sat through the hiring of our Library Director, and we did the same thing on the Library Board, although I do not have voting power on that board. The Library Board went through the same thing with hiring the current Library Director, as well as the past Library Director, so it is not unchartered waters. Again, it has been done before and, yes, if you disagree with it, then maybe we can look at Title 3, but it is not unchartered waters.

Commissioner Hyde said, Joe, correct me if I am wrong, but we stuck to Title 3 as much as we could to keep this contract as streamlined as possible, correct? This is the smallest contract I have ever seen. Deputy DA Sanford said there will be an offer letter that flushes out these terms more completely than the Agenda item does. This is just to give you an idea of what exactly those terms will be. For example, there are standard terms and conditions associated with this that are outlined in Title 3. The offer letter will say that you are subject to Title 3, you are subject to annual reviews and a performance evaluation, you are an at-will employee, subject only to the discretion of the board. Those terms will be communicated in the offer letter in the exact same manner as we always do. That is what you are directing us to do today. These are the terms that are being negotiated. The rest will say that you are an at-will employee, that you have the standard accrual of annual and sick leave and those sorts of pieces that are subject to Tile 3. I didn't include them because Title 3 covers those. This has stuck as closely as possible to Title 3, 1) to make sure that this remains not unique in terms of how we manage and operate the position, and 2) because it will be a lot harder to redo every case than it is when we have already put a lot of thought into Title 3. That is why everyone is based off of Title 3 first.

Commissioner Hyde said that is what I expected to see. Everything outlined with whatever you want to take out of Title 3 and insert it into this contract. This is a separate standing, binding contract with everything out of Title 3, with these additions. It is gray water for me, as well. Is it everything in Title 3 and then we are adding this stuff? Deputy DA Sanford said it will be everything in Title 3, except for these provisions. These provisions will be the only changes from Title 3.

Commissioner Blakey said I would also like to state that my decisions or thoughts today have nothing to do with Mr. Spross himself. We have a good working relationship. This is merely following the policy that has been set forth before us. I understand the negotiations – to get the right person, you have to do this, and you have to do that, but we also have another candidate that is within that range, and I am not going down that road because that is what she offered. I am going down the road of the policy that says that, for a promotion, this is how it should be and that is where I am standing. I wanted to make that record known to Mr. Spross.

Commissioner Hyde said the policy also says that we can give higher bumps. That has happened because our policy, when I worked at the phone company, is not a lot different. A lot of times, it is the first step in the next level but, sometimes, if you come in with a lot of experience, it can be higher than that. I don't think we are deviating from the policy in that regard.

Chair Getto said, just so everyone is clear, when you read this Agenda Report, it says employed under the standard conditions and policies of Title 3, except as specifically outlined herein and then it lists these 3 things. Title 3 is already being applied. These 3 items are just being added on top of Title 3 for this position. I am going to say it again – we have done this process before with the Library Board and with CC Communications. It is not an un-standard process. We are not going off some path down a different road. Again, if you disagree with that, then that is for a later time, but that is currently what it is.

Commissioner Blakey said I don't disagree with that, but I have no knowledge of that, as it is in the past. Since I have been here, I would like to follow the policy as closely as we can so we start getting in that direction to where everyone that is involved knows the direction that we are always going and never have to wonder which side of the boat we are on. That is some of my reasoning, as well. I understand that we have the right to bump this all the way up, whatever we choose to do, but, if the policy says Step 1 is the correct position, then we need to justify why we are stepping up 5 more positions.

Chair Getto asked if there were any further questions or comments but there were not any.

Commissioner Matt Hyde made a motion to appoint Chris Spross to the position of County Manager at an initial step at Grade 96, Step 3, with annual reviews thereafter; regular merit increases at 5% per year, unless performance is unsatisfactory at the sole discretion of the board but limited to a maximum of Grade 96, Step 13; to maintain the vehicle stipend for use of a personal vehicle in the amount of $7,300 annually, with the understanding that the current county truck will be utilized when we back-fill the Assistant County Manager position; and to be effective on July 7, 2025. Commissioner Myles Getto seconded the motion, which passed by majority vote, with Commissioner Blakely opposed.

Before the vote, Commissioner Blakey asked if the chart reflects 5% each year or is it less than that? Deputy DA Sanford said that chart is 2.5%, so, essentially, 5% would be going from Step 3 to Step 5, Step 7, Step 9, Step 11, and then Step 13.

Deputy DA Sanford said because we have deviated from the negotiations, would you consider taking action that, in the event that this offer is not accepted, what you would like me to do. Do we need to come back? Do we need to make an alternative offer to the alternative candidate? I do not want to have a situation where, potentially, we are bringing it back to another meeting. Commissioner Hyde was interrupted and Deputy DA Sanford said it is up to you, we can do another meeting to have you reconsider> I just want direction, please.

Commissioner Hyde said can we take a recess for the Deputy DA to meet with Mr. Spross right now? Deputy DA Sanford said absolutely.

Commissioner Matt Hyde made a motion to recess the meeting for staff to meet with Chris Spross to determine if he is willing to accept these modified terms of employment. Member Eric Blakey seconded the motion, which carried by unanimous vote.

Upon reconvening the meeting, Deputy DA Sanford asked Mr. Spross to come to the table. He then said that he had asked for a recommendation in the event an offer was not accepted under these terms. I have had the opportunity to recess and communicate the details of the offer with Mr. Spross. He was in the meeting, so I think he understood them already. He wanted a couple of minutes to think about it and decide if he wanted to present any counteroffer. My belief, based off of his head shake, is that his plan was just to accept the offer as you have made the motion for. I will turn it over to him to confirm that.

Mr. Spross said, after some brief deliberation and consultation with family, I have decided to accept the offer as presented by Commissioner Hyde. Chair Getto thanked him.

Deputy DA Sanford said we will prepare an formal offer letter exactly as you have presented here for signature and acceptance but, based off the discussion here today, I do not believe we need any further alternative actions.

Public Comment:

Chair Getto asked if there was any public comment but there was none.

Adjournment:

The meeting was adjourned at .8:39 AM.

Approved: ______________________
Myles Getto, Chairman

Approved: ______________________
Eric Blakey, Vice-Chairman

Approved: Matt Hyde

Matt Hyde, Commissioner

ATTEST: Linda Rothery, Clerk/Treasurer

Pamela D Moore

Pamela D. Moore, Deputy Clerk of the Board