

EXHIBIT C

VERBATIM TRANSCRIPT
HENDERSON CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS
PUBLIC COMMENTS
BY NORMAN KIRSHMAN, ESQ.
APRIL 14, 2009

Present:

James B. Gibson, Mayor
Jack Clark, Councilmember
Andy Hafen, Councilmember
Steve Kirk, Councilmember
Gerri Schroder, Councilmember

Staff:

Mark Calhoun, Assistant City Manager
Shauna Hughes, City Attorney
Monica Simmons, City Clerk
Ann Wilkinson, Assistant City Attorney
Stephanie Garcia-Vause, Director of Community Development
Robert Murnane, Director of Public Works
Steve Hanson, Director of Finance
Becky Dresser, Deputy City Clerk
Tedie Jackson, Minutes Clerk

1 MAYOR JAMES B. GIBSON: I think it appropriate to
2 announce that none of the remaining items are public hearings and we will
3 take no testimony on any other item this evening. I have not yet closed
4 the public comment period. If there is someone who wishes to speak this
5 evening, then any of that, any presentation, any testimony on any item
6 that is on this agenda that someone wants to offer in light of the fact that
7 nothing else on this agenda is on the agenda for public comment, I'd invite
8 you to come forward because beyond this moment, we won't be taking
9 any testimony.

10 NORMAN KIRSHMAN: My name is Norman Kirshman. I'm
11 attorney for Mary Kay Peck. Do I understand the Mayor to say that they'll
12 be no public testimony in respect to that agenda item?

13 MAYOR GIBSON: Yes.

14 MR. KIRSHMAN: Why am I not surprised?

15 MAYOR GIBSON: Sir, you choose not to make any
16 testimony, then, now as a part of the public comment period? Is that what
17 you're saying?

18 MR. KIRSHMAN: I don't choose not to make any testimony.
19 I choose to - - I am here on behalf of - - I don't know, eight to ten people,
20 and I am prepared to make a statement.

21 MAYOR GIBSON: Okay. You can make that statement
22 now, but it's not going to be heard any later than now. This is the public
23 comment period.

24

1 MR. KIRSHMAN: I'm happy to make it now.

2 MAYOR GIBSON: Okay.

3 MR. KIRSHMAN: I drafted the agreement between the City
4 and Mary Kay Peck in '07. The agreement was reviewed by the City
5 Attorney. It was approved by the Council. I believe unanimously by the
6 Council. Eighteen months have passed. Mary Kay Peck, before
7 becoming City Attorney - - I mean, City Manager - - served in several
8 posts, was promoted up the line. She has more than 14 years with the
9 City.

10 I heard from Mary Kay Peck a month or so ago, and she
11 indicated that she felt that she was at risk of being terminated. I've been
12 representing her ever since. There has been some press. I didn't start
13 the press. The press came from a Councilmember and anonymous
14 sources. It was ironic to hear about transparency, because as I stand
15 here today, 50 years out of law school - - a lot of practice - - it's the first
16 time I've ever been in a situation where I don't know what the reason for
17 this action is. I don't know. I can speculate, but it appears to me that
18 there has been no transparency. There has been no negotiation. There
19 has been nothing to lead me to believe that the decision wasn't made
20 some time ago.

21 I just want to - - I just want the record to show that Mary Kay
22 Peck is no doubt going to be terminated for reasons that have never been
23 articulated to me. I have been in touch with - - I've been in touch with
24 Mr. Cooper, outside counsel. I've been in touch with your Honor. And all I

1 get is that it's a done deal. She's gone, forget about it, Norm. I'm not
2 used to that.

3 We have never received a proposal from the City. The
4 agreement - - I hope that nobody in the public has the idea that this was
5 an agreement fostered on the City by Mary Kay Peck, through me, her
6 lawyer. That is not the case. Not so. This agreement was drafted by me,
7 presented to the City with a few changes, signed off on. So I want the
8 record to reflect that if there's been a failure here, the failure has been on
9 the part of the City.

10 The agreement provides for an evaluation during the first six
11 months. She asked for one. She was told she didn't need it. The
12 agreement also provides for an evaluation at the end of the first year. She
13 asked for it. No evaluation. In the 18 months that she served, if we look
14 at her file, there have been no evaluations. There is nothing negative or
15 derogatory in that file.

16 And I don't think it speaks well. I don't think it speaks well of
17 the City to embrace someone with a contract that, quite frankly, if I were - -
18 if I were reviewing that contract, I wouldn't have made it as generous. I
19 wouldn't have. I would have fought it.

20 But to start off with a favorable contract and 18 months later,
21 when they had the opportunity at the end of the first year, had they given
22 notice 90 days into the second six months - - notice to terminate - - they
23 could have terminated her at that point. They didn't give such notice. For
24 the life of me, I can't imagine that anybody read that contract.

1 So where are we now? We're at a point now where Item 75
2 is to consider the employment or the termination of Mary Kay Peck. And
3 the next item is the appointment of a new City Manager. I have nothing
4 but respect for Mr. Calhoun. I'm not pointing fingers at anybody.

5 But I want the world to know that the failure is not hers. The
6 failure was on the part of the City. If they felt that she was not doing her
7 job, they should have made a record of it. They should have given timely
8 evaluations. They should have given her notice. They should have given
9 her progressive discipline. In arbitration terms, labor arbitration, they
10 should have given her due process.

11 I gave a press release out a week or so ago, and I only did
12 that because of, I think, three articles that came out from City sources.
13 And they painted her as a less than competent person. Anonymous
14 sources. A micromanager, other uncomfortable terms. I wanted to set the
15 record straight. We have asked the City Clerk to make it official. We
16 made a proposal.

17 I asked for a session with the City Attorney. I got to see
18 Mr. Cooper, who came without any authority. I presented him with a
19 proposal, which in my opinion, reflects what she should be entitled to if
20 she were terminated without cause. And I don't even want to give lip
21 service to any election by the Council to attempt to terminate her with
22 cause, because there is no cause. There was no notification. There were
23 no - - were no evaluations.

1 That's all I have to say. If I've said anything that bears
2 response or contradiction, I'm here and I'll respond. But this has been - -
3 this has been an experience that I hope I never have again in my life as a
4 lawyer. Thank you.

5 MAYOR GIBSON: Thank you.

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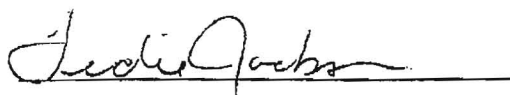
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I attest that the foregoing is a true and accurate transcript of
the public comments provided by Norman Kirshman, Esq., at the
April 14, 2009, Henderson City Council meeting.



Tedie Jackson, Minutes Clerk

