

BILL NO. 2024-008

ORDINANCE NO. 8630

**A SPECIAL EMERGENCY ORDINANCE OF THE CITY OF NEVADA, MISSOURI,
AUTHORIZING AN EMPLOYMENT CONTRACT WITH LARRY STEVENS**

WHEREAS, it is the desire of the City Council of the City of Nevada (hereinafter the "City Council") to employ Larry Stevens to serve in the position of Interim City Manager, which position is prescribed by the Charter of the City of Nevada, Missouri and;

WHEREAS, The Charter of the City of Nevada defines the powers and duties of the City Manager and;

WHEREAS, Larry Stevens desires to perform and assume responsibility for the provision of Interim City Manager services to the CITY and;

WHEREAS, the City Council wishes to establish the terms and conditions of Larry Stevens' employment as Interim City Manager.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI THAT:

Section 1 This Agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as an obligation of the City of Nevada, Missouri.

Section 2. This ordinance is an emergency ordinance by reason of the necessity to avoid an interruption in management supervision in the administration of city affairs.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute the same and affix the corporate seal.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri, this 20th day of February, 2024.




KENDALL VICKERS, MAYOR

ATTEST:


CYNTHIA DYE, CITY CLERK

AGENDA ITEM
February 20, 2024

Subject: Employment of Larry Stevens

Department: Administration

An Employment agreement between Larry Stevens and the City of Nevada.

**EMPLOYMENT CONTRACT BETWEEN
THE CITY OF NEVADA, MISSOURI
AND
LARRY STEVENS**

This agreement is made and entered into this 20th day of February 2024 between the City of Nevada, Missouri, a Missouri Municipal Corporation, 110 S. Ash, Nevada, Missouri, (hereinafter City) and Larry Stevens (hereinafter Mr. Stevens). Mr. Stevens will accept the position of Interim (Temporary) City Manager for the City of Nevada, Missouri from and after April 1, 2024, it being contemplated in any event his employment will end when the city finds and employs a permanent city manager.

Employment is subject to the following terms and conditions:

1. EMPLOYMENT AND DUTIES

- 1.1. Duties.** The City Council hereby appoints and employs Mr. Stevens as Interim City Manager for the CITY to perform the functions and duties of that position, as described in Article IV of the Charter of the City of Nevada, Nevada Municipal Code Chapter 2, Article XV and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign. Mr. Stevens agrees to perform all such functions and duties to the best of his ability and in an efficient, competent, and ethical manner.
- 1.2. Working Hours.** Mr. Stevens shall work part-time hours as may be requested by the Mayor, necessary to perform the duties specified in the City Charter and as required to manage the affairs of the City. Hours are flexible.
- 1.3. Employment Status.** Upon appointment to the Interim City Manager position, Mr. Stevens shall serve at the will and pleasure of the City Council and understands that by accepting the Interim City Manager appointment, Mr. Stevens shall be an "at-will" employee however the parties agree to provide 30 days notice of termination unless termination is for cause.

2. TERM AND COMPENSATION

- 2.1. Compensation.** \$8,000.00 will be the gross monthly salary of Mr. Stevens.
- 2.2. Payment Terms.** Partial payment may be made weekly or bi-weekly or the full amount monthly. Contract amount will not exceed \$8,000.00 per calendar month.
- 2.3.** An IRS W-9 is required to be on file with the City of Nevada before payment is made.

3. BENEFITS

- 3.1. Insurance. Health, Dental and Life Insurance coverage is waived and not provided under this agreement.
- 3.2. Fringe benefits. CITY will provide Mr. Stevens a fuel card for city uses only and the normal courtesy Membership in the Nevada Rotary Club if available and any other organization that the City Council deems important.
- 3.3. Bonding. CITY shall bear the full costs of any bonds required of employee under Section 2-62 of the City of Nevada, Nevada Municipal Code, by virtue of his employment as Interim City Manager.
- 3.4. Business equipment. The CITY will provide Mr. Stevens with any job-related personal tools or equipment, such as a computer, cell phone, internet etc., that serve the professional development of Mr. Stevens and/or is needed to perform required functions and duties. Upon termination, for any reason, Mr. Stevens shall return all business equipment to CITY.

4. TERMINATION

Per the Charter, Article IV, Section 4.2. This contract can be terminated by either party, with or without cause, for a good reason, for a bad reason, or no reason at all. Unless termination is for cause, the city will give 30 days written notice.

CITY OF NEVADA, MISSOURI

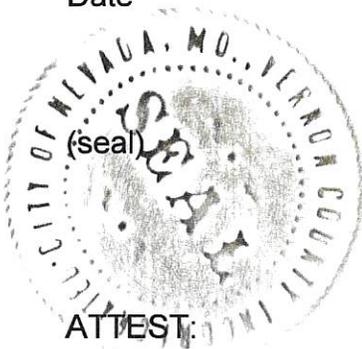

KENDALL VICKERS, MAYOR

3-5-2024
Date

EMPLOYEE


LARRY STEVENS

4/1/24
Date



ATTEST:


CYNTHIA DYE, CITY CLERK