

AGENDA ITEM
December 15, 2020

Subject: Employment Agreement

Department: Administration

The Hearing Officer duties are described in Chapter 6, Article III of the Nevada Municipal Code. Pertaining to Dangerous Building this position of Hearing Officer is authorized to:

- Review evidence if a structure is a nuisance or detrimental to the health, safety or welfare of the residents of the city
- Issue order to vacate, board, repair or demolish a dangerous building
- Authority to issue emergency orders to take emergency action. The hearing officer shall have the power to take emergency measures to abate or correct such dangerous conditions. The emergency power herein granted shall include the power to order and cause the immediate vacation of any building and the summary correction of any emergency condition which exists in violation of this article, including, but not limited to, fencing, boarding or the repair or demolition of a dangerous building.

Katie Evans comes highly recommended as she has worked with the City of Montrose on dangerous buildings and represented other municipalities in Bates, Henry and St, Clair counties. She currently practices law in Appleton City, Missouri.

BILL NO. 2020- 089

ORDINANCE NO.

AN SPECIAL ORDINANCE OF THE CITY OF NEVADA MISSOURI AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR ADMINISTRATIVE HEARING OFFICER SERVICES WITH KATIE J. EVANS FOR THE CITY OF NEVADA, MISSOURI.

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

Section 1. The City Manager desires to employ an Attorney, who is a licensed member of the Missouri Bar and has no direct or indirect connection with City and has not been involved in any way in any administrative proceedings in the municipality, to serve as an independent and disinterested Hearing Officer to hear cases as they arrive.

Section 2. The contract attached hereto as Exhibit A is approved as an obligation of the City of Nevada, Missouri.

Section 3. The City Manager and City Clerk are authorized and directed to execute the same.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, this ____ day of _____ 2020.

(SEAL)

George Knox, Mayor

Attest:

Michele Bailey, City Clerk

LEGAL SERVICES AGREEMENT

Service as Hearing Officer – City of Nevada, Missouri - 2020

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the City of Nevada, Missouri, Vernon County, Missouri, a Home Rule Charter Municipality of Missouri, hereinafter called the City, and Katie J. Evans, Attorney at Law, 113 W 4th St, Appleton City, MO 64724, (660) 476-2170, hereinafter called "Attorney".

WITNESSETH,

WHEREAS, the City has enacted in conformity with section 67.400 RSMo ordinances to provide for vacation, demolition, repair and maintenance of buildings or structures within corporate limits which are detrimental to the health, safety or welfare of the residents of the State of Missouri which are declared to be a public nuisance, and has enacted ordinances to address other nuisances as authorized by Section 77.530 and 77.560 RSMo, and

WHEREAS, owners of property involved in said proceedings are entitled under the Code of the City of Nevada, Missouri to appeal decisions of the Hearing Officer all as set forth in Chapter 6 and Chapter 21 of the Code of the City of Nevada, Missouri and more specifically as set forth in Section 6-25 of said code, and

WHEREAS, City requires from time to time services of a licensed attorney to act as an impartial hearing officer in administrative issues routinely addressed under the Code of the City of Nevada, Missouri, and

WHEREAS, Attorney, a licensed member of the Missouri Bar, has no direct or indirect connection with City and has not been involved in any way in any administrative proceedings in the municipality, and

WHEREAS, City wishes to engage the services of Attorney on an on call, independent contractor basis, to serve as an independent and disinterested hearing officer,

NOW, THEREFORE, it is mutually agreed:

The City of Nevada, Missouri, acting through its City Manager with the consent and approval of the City Council, employs Attorney to serve as an independent and disinterested Hearing Officer, on call, to hear cases as they arrive and petitioners seek conclusion of issues and Attorney agrees to serve as a Hearing Officer on the terms and conditions hereafter set forth:

1. Services as an Independent and Disinterested Hearing Officer. Attorney agrees to provide services as a Hearing Officer, on call, on issues involving dangerous buildings and nuisances and such other hearings as Hearing Officer may be willing to undertake upon request of the City Administration.

2. Term of Agreement – Conflict of Interest.
This contract, as other independent contractor agreements of the City of Nevada, Missouri is terminable at will. Either party may terminate the agreement at any time for a good reason, for a bad reason, or for no reason at all.
Hearing Officer may recuse in any case if Hearing Officer has a conflict or if a conflict emerges during any proceeding.
3. Scheduling of Hearings.
Hearings will be scheduled by the Hearing Officer and will be coordinated with the administrative officials addressing the subject matter of the hearing.
4. Administrative Support.
The Hearing Officer will be supported administratively by administrative officials addressing the subject matter of the hearing who will coordinate with the parties and provide and issue such notices and communications as the Hearing Officer may request.
5. Availability of site for Hearing.
The City will make available the City Council chambers at 110 S. Ash St., Nevada, MO.
6. Availability of City Code.
The City Manager will make available to the Hearing Officer access to current issues of the Code of the City of Nevada, Missouri and all amendments thereto.
7. Conduct of Hearings.
Hearings will be conducted as directed by the Code of the City of Nevada, Missouri as the same is amended from time to time.
8. Compensation and payment Arrangement.
 - a. The attorney will charge her hourly rate of \$200 per hour for the time during which attorney is engaged in hearings.
 - b. Attorney will be reimbursed her travel expenses from her office in Appleton City, Missouri to the hearing venue at the standard business travel mileage rate as the same changes from time to time – It is presently 57.5 cents per mile.
 - c. Bills will be submitted by the Attorney to the City Manager who will approve the same or work out any complication with the Attorney and submit them to the City Treasurer for payment.
 - d. Approved bills will be paid within 14 days of approval.

Attorney:

By: _____
Katie J. Evans

City of Nevada, Missouri

By: _____
Mark Mitchell, City Manager

(SEAL)

City Clerk,