

RESOLUTION NO.: 2014-11

A RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES OF ADMINISTRATIVE HEARING OFFICER WITH CHARLES W. POSS AS AUTHORIZED BY TENNESSEE CODE ANNOTATED, SECTIONS 6-54-1001 THROUGH 6-54-1018 AND SECTIONS 12-801 THROUGH 12-817 OF THE TOWN CODE.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE that the Town Manager be and is hereby authorized to enter into a contract for professional services with Charles W. Poss to serve as the Municipal Administrative Hearing Officer to hear Building and Property Maintenance violations for the Town of Signal Mountain as authorized by Tennessee Code Annotated, Sections 6-54-1001 through 6-54-1018 and Sections 12-801 through 12-817 of the Town Code for a four (4) year term at the pleasure of the Town Council which will expire on December 31, 2017. A copy of said contract is attached.



Bill Lusk, Mayor



Recorder

2/28/14

Date

2-28-14

Date

CONTRACT for PROFESSIONAL SERVICES

of

ADMINISTRATIVE HEARING OFFICER

This contract for professional services is made between the Town of Signal Mountain (Town) and Charles W. Poss (Poss). This contract for professional services is authorized pursuant to T.C.A. § 12-4-106 and takes effect upon execution by both parties.

A. Poss agrees to:

1. Serve as Administrative Hearing Officer for the Town and perform all necessary duties in accordance with the Town's ordinances and the Tennessee Administrative Hearing Officer Act (*Tennessee Code Annotated*, §§6-54-1001, et seq.).
2. Provide written findings of fact and conclusions of law to the Town Manager after each decision.
3. Submit quarterly electronic invoices to the Town's purchasing agent detailing work performed and expenses.

B. The Town agrees to:

1. Pay Poss one hundred seventy dollars (\$170.00) per hour for work done as Hearing Officer for the Town on any Town matter.
2. Pay Poss mileage reimbursement, at the prevailing state rate, for hearings and meetings which require travel outside Hamilton County.
3. Provide or reimburse reasonable costs associated with mail or notice delivery on Town matters for hearings of involved parties.
4. Remit payment for services or reimbursable expenses on Town matters, including court reporting fees and transcription costs, within 30 days of receipt of associated invoice.
5. Provide space at the Signal Mountain Town Hall for hearings and associated meetings.

C. Both parties agree:

1. This contract is for four years and shall expire on December 31, 2017. The contract will automatically renew in four year increments unless terminated by either party as allowed below.
2. This contract may be terminated at any time by either party with or without cause by giving the other party ninety (90) days advance written notice of the termination.
3. This contract may be amended only by written agreement of both parties.

Date: _____

Date: _____

Boyd A. Veal, Interim Town Manager

Charles W. Poss

Town of Signal Mountain