

**CITY OF CLARKSVILLE
CITY COUNCIL DEPARTMENT MEETING
May 18, 2020**

The Clarksville City Council met in regular session May 18, 2020, at City Hall at 6:30 p.m. with Mayor Kenneth Smith in the chair and Council members Roger Doty, Todd Fails, Brock Lodge, and Diane Renning present. Larry Voigts absent.

The following Department Heads and employees were in attendance: Kristen Clark, Library Director; Barry Mackey, Police Chief; Matt Kampman, Maintenance Superintendent; Ryan McCully, Maintenance Assistant; Lori Peterson, Financial Administration.

Motion Renning, Fails, to approve resignation from Library Aid, Sarah Jordan, effective May 5, 2020.

RCV – Ayes: Doty, Fails, Lodge, and Renning. Nays: None. Absent: Voigts. MC.

Motion Lodge, Fails, to approve East entrance replacement steps building permit for Bill Miller, 115 N. Mather St.

RCV – Ayes: Doty, Fails, Lodge, and Renning. Nays: None. Absent: Voigts. MC.

Motion Renning, Doty, to approve privacy fence building permit for Stacy and Dawn Ragsdale, 421 W. Superior St.

RCV – Ayes: Doty, Fails, Lodge, and Renning. Nays: None. Absent: Voigts. MC.

Motion Fails, Renning, to approve fence replacement building permit for Carrie Trowbridge, 104 E. Weare St.

RCV – Ayes: Doty, Fails, Lodge, and Renning. Nays: None. Absent: Voigts. MC.

Motion Renning, Fails, to approve consent agenda: Monthly Departmental Reports as submitted by Department Heads.

RCV – Ayes: Doty, Fails, Lodge, and Renning. Nays: None. Absent: Voigts. MC.

Motion Doty, Fails, to approve April financial reports and May expenditures as presented by the City Clerk.

RCV – Ayes: Doty, Fails, Lodge, and Renning. Nays: None. Absent: Voigts. MC.

Motion Renning, Fails, to approve **EMPLOYMENT FOR SERVICES**

CITY: CITY OF CLARKSVILLE
INDEPENDENT CONTRACTOR: BRUCE HOODJER

This agreement, made and entered into this 18 day of May, 2020, by and between the City of Clarksville, Iowa, an Iowa Municipal Corporation, hereinafter referred to as "City," and Bruce Hoodjer, hereinafter referred to as, "Independent Contractor," both of whom understand and state as follows:

WHEREAS, the City desires to employ the services of Bruce Hoodjer for maintenance of the City of Clarksville Lyn-Wood Cemetery headstones; and

WHEREAS, it is the desire of the City Council of the City of Clarksville, Iowa to provide certain parameters, direction, and specifications regarding the Independent Contractor's conditions of work; and

WHEREAS, the parties seek to have a written Services Agreement specifying the terms and conditions of said services; and

WHEREAS, the parties acknowledge that Bruce Hoodjer is an Independent Contractor of the City of Clarksville and is not appointed to any position and, therefore, not governed under Iowa Code Chapter 372 and shall not be considered a City employee subject to any benefits, or other rights and privileges afforded City employees;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

I. DUTIES.

A. City hereby agrees to utilize the services of Bruce Hoodjer as a part-time independent contractor to maintain cemetery headstones at the City of Clarksville Lyn-Wood Cemetery only.

II. TERM. The provision of services by Independent Contractor shall commence immediately and shall conclude on September 7, 2020. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of Independent Contractor at any time, subject only to the provisions set forth in this agreement.

- III. TERMINATION. The services of the Independent Contractor may be terminated by the City at any time, with or without cause. In the event the Independent Contractor is terminated because of an illegal act involving personal gain to the Independent Contractor, the City shall have no obligation to make any further contributions or pay for said work.
- IV. PAY. City agrees to pay Independent Contractor for his services rendered pursuant to this Agreement with a rate of pay of \$20/hour and said total pay for said services shall not exceed \$1,500. If the Independent Contractor becomes temporarily or permanently disabled or is otherwise unable to perform his duties without reasonable accommodation, the City shall have the option to terminate this agreement effective immediately.
- V. INDEMNIFICATION. Independent Contractor agrees to obtain and continue in full force and effect his own commercial general liability insurance policy insuring the City and listing the City as an additional insured on said policy. The Independent Contractor shall hold harmless and indemnify the City against any tort, professional liability claim, demand, or other action, whether groundless or otherwise arising out of Independent Contractor's services occurring in the performance of Independent Contractor's duties on behalf of the City.
- VI. GENERAL PROVISIONS. This Agreement shall constitute the entire agreement between the parties and shall not be modified except in writing. This agreement is conditioned upon proof of insurance referenced in Paragraph 5 being provided to the City Clerk prior to any services being performed. This Agreement provides no supervisory capacity or authority to the Independent Contractor and the Independent Contractor shall not supervise, or otherwise coordinate any other City employees. Independent Contractor will provide and maintain his own equipment and shall not use any of the equipment owned by the City. Independent Contractor shall receive direction from the City Cemetery Committee to determine top priority for maintenance and repair of headstones and payment for any work shall be provided upon completion of work each month. Hours of work shall be turned in by the Independent Contractor on a document indicating the hours worked each month and signed and attested to by the Independent Contractor upon submission to City Hall.

In witness whereof, the City of Clarksville, Iowa has caused this agreement to be signed and executed on behalf of its Mayor and duly attested to by its City Clerk, the Independent Contractor has signed and executed this Agreement both in duplicate the day and year first above written.

RCV – Ayes: Doty, Fails, Lodge, and Renning. Nays: None. Absent: Voigts. MC.

Motion Fails, Renning, to approve Resolution 20-719: A RESOLUTION OF THE CITY OF CLARKSVILLE, IOWA, TO TRANSFER MONEY BETWEEN FUNDS

BE IT RESOLVED, by the City Council of the City of Clarksville, Iowa:

1. The City Council wishes to do the following transfer:

Transfer out -	Transfer in -
LOST Property Improvement Fund \$1,479.41	2017-Buyout Program Fund \$1,479.41

2. This resolution shall become effective upon passage.

“Transfer due to negative balance remaining from 2017 Buyout Program.”

RCV – Ayes: Doty, Fails, Lodge, and Renning. Nays: None. Absent: Voigts. MC.

Resolution adopted, signed by the Mayor and hereby made a portion of these minutes.

Motion Fails, to adjourn the regular City Council meeting at 7:30 p.m.

Kenneth A. Smith
Mayor

Attest: Lori A. Peterson
City Clerk/Treasurer