

City of Knoxville
City Council Meeting
Monday, May 16, 2016 at 6:15 p.m.
Municipal Building Council Chambers

1. Call To Order

MEMBERS PRESENT:

Mayor Brian Hatch ____, Council Member Dawn Allspach-Kline ____, Council Member Rick Kingery ____, Council Member James Lane ____, Council Member Cal Stephens ____, Council Member Craig Kelley ____

2. Citizen/Public Comments
Discussion

3. Consent Agenda

3.I. Approve City Council Work Session Minutes Of April 25, 2016

Documents: [WORK SESSION 042516.PDF](#)

3.II. Approve City Council Minutes Of May 2, 2016

Documents: [COUNCIL MINUTES 050216.PDF](#)

3.III. Approve City Council Special Meeting Minutes Of May 9, 2016

Documents: [SPECIAL COUNCIL MINUTES 050916.PDF](#)

3.IV. Accept February 2016 Parks And Recreation Commission Minutes

Documents: [FEBRUARY 2016 MINUTES FOR COUNCIL.PDF](#)

3.V. Accept Tourism Commission Minutes Of May 3, 2016

Documents: [TOURISM MINUTES.PDF](#)

3.VI. Accept Water Board Minutes Of May 10, 2016

Documents: [WATER BOARD MINUTES.PDF](#)

3.VII. Approve Class C Liquor License For Rib Shack, LLC

3.VIII. Approve PD Bike Sale

Saturday June 18, 2016 at 10:00 a.m.

Documents: [BIKE SALE 2016.PDF](#)

3.IX. Accept April CSO Report

Documents: [CSO APRIL 2016 MEMO.PDF](#)

3.X. Approve April 2016 Financials

Documents: [APRIL FINANCIALS.PDF](#)

4. Item Agenda

4.I. Reading Of National Public Works Week Proclamation May 15th-21st

Documents: [PUBLIC WORKS WEEK.PDF](#)

4.II. Reading Of National Emergency Medical Services Week Proclamation May 15th-21st

Documents: [EMERGENCY MEDICAL SERVICES WEEK.PDF](#)

4.III. Public Hearing- Fiscal Year 2016 Budget Amendment

- A. Open Hearing
- B. Filing of Affidavit of Publications- 05/06/16
- C. Written Comments or Objections
- D. Oral Comments or Objections
- E. Close Hearing

4.III.i. Approve Resolution Amending The Current Budget For The Fiscal Year Ending June 30, 2016

Documents: [RES 053116 BUDGET AMENDMENT.PDF](#)

4.IV. Approve Special Event Application For Knoxville Farmers Market

Documents: [FARMERS MARKET APPLICATION.PDF](#), [CITIZENS LETTER.PDF](#)

4.V. Discussion Regarding Repairs To Second Street Alley

4.VI. Citizen's Request To Discuss Code Enforcement

Documents: [LETTER.PDF](#), [PHOTOS 2.PDF](#), [PHOTOS.PDF](#)

4.VII. Discussion/Possible Action To Approve Grant Requests Submitted To Tourism Advisory Commission

Documents: [REQUEST TO COUNCIL 50316.PDF](#)

4.VIII. Discussion/Possible Action Regarding Sandstone Blocks On County Property

Documents: [COURTHOUSE CORNERS.PDF](#)

4.IX. Approve Third Consideration And Adopt An Ordinance Amending The Code Of Ordinances Of The City Of Knoxville, Iowa, 2009 By Repealing Title 2 Chapter 4 Pertaining To The Senior Citizen Center Board

Documents: [ORD 1604 SENIOR BOARD.PDF](#)

4.X. Approve Resolution Approving Lease Between The City Of Knoxville, Marion County, Iowa And Knoxville Senior Center

Documents: [LEASE.PDF](#)

4.XI. Approve Resolution Approving Final Plat For Tommy And Clara DeMoss Subdivision

Documents: [RES 053316 PLAT OF SUBDIVISION.PDF](#)

4.XII. Approve Resolution Proposing Disposal Of An Interest In Real Property By Sale (809 W. Jones)

Documents: [RES 053016.PDF](#)

4.XIII. Approve Resolution Authorizing And Approving A Certain Loan Agreement, Providing For Issuance Of \$2,715,000 General Obligation Corporate Purpose And Refunding Bonds, Series 2016A, And Providing For The Levy Of Taxes To Pay The Same

Documents: [RES 053216 BOND SALE.PDF](#), [CDC.PDF](#), [LOAN AGREEMENT.PDF](#),
[REG PA.PDF](#)

4.XIV. Approve Payment Of Claims

5. Reports

- A. Mayor's Report
- B. City Manager's Report

6. Adjourn

Motion _____ Second _____

Vote _____ Time _____

Heather Ussery, City Clerk

COUNCIL PROCEEDINGS

The City Council of the City of Knoxville, Iowa convened in a Work Session on Monday, April 25, 2016 at 6:15 p.m. Mayor Brian Hatch presided and the following Council members were present: Dawn Allspach-Kline, Rick Kingery, James Lane, Craig Kelley and Cal Stephens. The following staff members were present: City Manager Aaron Adams and Deputy City Clerk Jodi Bellon.

Will Prather gave a presentation on the history of Knoxville's growth and housing needs. Bob Wims, Kevin Kincaid, Jim Butler and Pat Weiler spoke to council on behalf of KEDC regarding Knoxville's housing needs. A discussion was held on how the City of Knoxville and KEDC need to partner together to help Knoxville grow.

Being no further business, Motion by Allspach-Kline; seconded by Stephens to adjourn at 7:30 p.m., motion carried unanimously.

Brian Hatch, Mayor

ATTEST:

Jodi Bellon, Deputy City Clerk

COUNCIL MINUTES

May 2, 2016

The City Council of the City of Knoxville, Iowa convened in regular session Monday, May 2, 2016 at 6:15 p.m. in the City Hall Council Chambers. Mayor Brian Hatch presided and the following Council Members were present: Dawn Allspach-Kline, Rick Kingery, James Lane, Cal Stephens and Craig Kelley. Staffs present were City Manager Aaron Adams, City Clerk Heather Ussery, Deputy Clerk Jodi Bellon, Police Chief Dan Losada and Fire Chief Jim Mitchell.

Mayor Hatch asked for Citizen/Public Comments regarding items not on the agenda. There were none.

Motion by Lane; seconded by Stephens to approve the consent agenda as follows, all ayes.

1. Approve City Council Minutes of April 18, 2016
2. Accept Airport Commission Minutes of March 26, 2016
3. Accept Library Board of Trustees Minutes of April 20, 2016
4. Approve Class C Beer Permit for Casey's General Store #1610
5. Approve March 2016 Financial Statements

Mayor Hatch read the National Police Week proclamation. Police Chief Dan Losada accepted the proclamation.

Mayor Hatch read the National Municipal Clerk Week proclamation. City Clerk Heather Ussery and Deputy City Clerk Jodi Bellon accepted the proclamation.

Motion by Lane; seconded by Allspach-Kline to approve resolution awarding sale of \$2,715,000 general obligation corporate purpose and refunding bonds, Series 2016A and authorizing call of outstanding bonds, all ayes. Motion by Allspach-Kline; seconded by Kingery to accept handout into record.

Motion by Stephens; seconded by Lane to approve resolution authorizing adoption of policies and procedures regarding municipal securities disclosure, all ayes.

Mayor Hatch announced now is the time and place for a public hearing directing the sale of an interest in real property at 1103 E. Robinson. Filing of affidavits was 4/22/16. Under written comments there were none. Under oral comments there were none. Motion by Allspach-Kline; seconded by Stephens to close the hearing, all ayes. Motion by Stephens; seconded by Lane to approve resolution directing the sale of an interest in real property following the public hearing, all ayes.

Motion by Stephens; seconded by Lane to approve first consideration of an ordinance amending the code of ordinances of the City of Knoxville, Iowa, 2009 by repealing title 2 chapter 4 pertaining to the senior citizen center board, ayes: Kelley, Lane, Stephens, abstained: Allspach-Kline, Kingery.

Mayor Hatch announced now is the time and place for a public hearing for a lease agreement between the City of Knoxville and Knoxville Senior Center. Filing of affidavits was 4/22/16. Under written comments there were none. Under oral comments council reviewed the lease previously given to them from the current senior board. Motion by Stephens; seconded by Lane to close the hearing, all ayes. Motion by Stephens; seconded by Kelley to table a resolution approving lease between the City of Knoxville, Marion County, Iowa and Knoxville Senior Center until after the third reading and adoption of the ordinance dissolving the board, all ayes.

A discussion was held regarding a request made from the Knoxville Senior Center. Motion by Lane; seconded by Kelley to return senior center funds to the non-profit corporation after following appropriate budget procedures and allow handling of CDs without penalty and no

additional funding from the city at this time, ayes: Stephens, Kelley, Lane, abstained: Allspach-Kline, Kingery.

Motion by Kelley; seconded by Lane to approve special event application for Knoxville Noon Kiwanis family fun fair, all ayes.

A discussion was held regarding approval of a special event application for Knoxville Farmers Market. Council member Stephens reviewed ordinance 14-09 regarding garage sales and flea markets. Stephens also addressed concerns the county courthouse has had with farmers market current location. Cathy Priest, manager of farmers market was present. Council stated they would be unable to approve the current application submitted due to not being a complete application. Priest stated vendors vary through the season and she's unable to provide a complete list of all vendors at this time. Council discussed alternative locations such as near auld park. No action was taken; Council requested Priest return to a future meeting with an alternative location.

Motion by Allspach-Kline; seconded by Lane to set a public hearing for May 16, 2016 at 6:15 p.m. to consider adoption of the 2015/2016 City of Knoxville budget amendment, all ayes.

Motion by Kelley; seconded by Lane to approve payment of claims, ayes: Kelley, Lane, Stephens, Allspach-Kline, nays: Kingery.

81728	BRIAN HOUSER	PER DIEM FOR FDIC	\$270.00
81729	JIM MITCHELL	PER DIEM FOR FDIC	\$270.00
81730	OMNI HOTELS & RESORTS	3 NIGHTS HOTEL STAY-FDIC	\$775.71
81731	MARION COUNTY SHERIFF	GARNISHMENT	\$140.87
81732	AFLAC	AFLAC-ACC/PRE	\$196.79
81733	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$1,606.02
81734	ICMA RETIREMENT TRUST	ICMA	\$1,952.55
			\$19,695.3
81735	MUNICIPAL FIRE & POLICE	MFFRSI	4
81736	KNOXVILLE FIRE & RESCUE ASSC	FIRE DUES	\$69.12
			\$11,362.3
81737	CITY OF KNOXVILLE	SLF FND BEN-S	3
81738	DELTA DENTAL OF IOWA	DELTA DENTAL	\$539.03
81739	COLONIAL LIFE	COLONIAL LIFE	\$22.85
81740	PLIC-SBD GRAND ISLAND	LIFE INSURANCE	\$547.44
			\$21,599.2
81741	EMPLOYEE BENEFIT SYSTEMS	PRE-TX FAM HLTH	7
81742	ABC PEST CONTROL	MONTHLY PEST CONTROL	\$38.85
81743	AMERICAN LIBRARY ASSOCIATION	POSTER & BOOKMARKS-NLW 2016	\$25.30
81744	BAKER & TAYLOR	40 BOOKS #2031830234	\$2,791.25
81745	CENTER POINT LARGE PRINT	8 LP #1365893	\$291.18
81746	DEMCO INC	BOOK,TAPE,SECURITY STRIPS,ETC	\$729.10
		JAMES PATTERSON 'PRIVATE	
81747	GEORGE PUBLIC LIBRARY	PARIS	\$15.00
81748	HEARTLAND AG-BUSINESS GROUP	2016 ANTIQUE TRACTOR GUIDE	\$20.00
81749	IOWA LIBRARY ASSOCIATION	ISLA SPRING MEETING	\$5.00
81750	DAN KAERCHER	3 TASTE OF MIDWEST BOOKS	\$81.00
81751	KNOXVILLE WATER WORKS	217 S 2ND ST-GEBHARDT HOUSE	\$38.74
81752	MEDIACOM	INTERNET SERVICE	\$75.90
81753	MICROMARKETING LLC	4 AUDIOBOOKS	\$207.42
81754	OSKALOOSA HERALD INC	ADS FOR PART TIME POSITION	\$247.25
81755	OVER DRIVE, INC	8 EBOOKS ON BRIDGES	\$233.81
81756	PLUSH PONY	BULK LEGOS FOR LEGO PROGRAM	\$50.00
81757	QUALITY SCENT	3 BATHROOM DEODORIZER	\$24.00

81758	QUILL CORPORATION	PAPER	\$285.85
81759	SPORT VIDEO	3 DVD'S-YOGA & CROSS TRAINING MILEAGE REIMB-LEGISLATIVE DAY	\$72.00
81760	ROSLIN THOMPSON		\$106.54
81761	XEROX CORPORATION	COPIER LEASE	\$103.88
81762	ACCO UNLIMITED CORPORATION	JERRY-CPO CEU'S	\$180.00
81763	ALLIANT ENERGY	800 S PARK LANE DR-REC CENTER	\$4,044.83
81764	VANWALL EQUIPMENT	TIRE REPAIR FOR Z TURN MOWER	\$9.32
81765	RICHARD BREESE	MEAL REIMBURSEMENT	\$10.69
81766	CANON FINANCIAL SERVICES INC. CARPENTER UNIFORM &	COPIER LEASE	\$535.59
81767	PROMOTIONS	NAME BADGES	\$50.22
81768	COAST TO COAST STORE	PULLEY SIDEWALK REHAB	\$20.48
81769	BEN DE SHAW	REIMBURSEMENT	\$436.80
81770	COREY DERBY	MEAL REIMBURSEMENT INS DEDUCTIBLE-STORM SIREN	\$8.75
81771	DICKINSON COMPANY INC	DMG	\$1,000.00
81772	HUBES GARAGE	REPLACE BALL JOINTS MONTHLY INTERNET	\$455.35
81773	IOWA RADIO PLUS	ADVERTISING	\$75.88
81774	WINDSTREAM	PHONE BASE/FAX	\$1,468.14
81775	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT-MUNDT	\$3.98
81776	JONES LANG LASALLE BROKERAGE	2016 STREET IMPROVEMENT RR	\$175.00
81777	KNIA KRLS INC KNOXVILLE CHAMBER OF	COACHES VS CANCER AD	\$69.51
81778	COMMERCE	APRIL SSMID	\$6,452.13
81779	KNOXVILLE VETERINARY CLINICPC	EUTHANASIA (FELINE)CAS/16-0269	\$35.00
81780	KNOXVILLE WATER WORKS	SEWER RENT COLLECTION	\$4,166.66
81781	MARION COUNTY RECORDER	CEMETERY DEED-C.VINSICK	\$21.00
81782	MASTERCARD	OFFICE COUCH	\$2,517.95
81783	MENARDS	18 FLOWERING ANNUALS	\$59.93
81785	MIDAMERICAN ENERGY COMPANY	1703 E PLEASANT ST TRT PLT	0
81786	MIDWEST OFFICE TECHNOLOGY INC	COPIER CONTRACT	\$314.84
81787	PITNEY BOWES	3 RED INK CARTRIDGES	\$183.57
81788	PRAXAIR DISTRIBUTION INC	OXYGEN	\$531.34
81789	RAMAEKER SCREEN PRINTING	SPRING SOCCER SHIRTS SERVICE CONTRACT & INSPECTION	\$726.00
81790	SIMPLEXGRINNELL		\$594.65
81791	SNYDER & ASSOCIATES INC	2016 STREET IMPROVEMENTS #8	\$3,367.84
81792	SPAHN & ROSE LUMBER	300 STORM WATER LOCATE FLAGS	\$128.08
81793	STUYVESANT & BENTON	MONTHLY RETAINER	\$2,000.00
81794	SUDS ENTERPRISES, LLC	20 CAR WASH COUPONS	\$140.00
81795	SUMMIT COMPANIES	FIRE EXTINGUISHER #312 FLOWERING BASKETS FOR SQUARE	\$344.20
81796	SUNNY SLOPE GREENHOUSE		\$1,476.50
81797	TK CONCRETE INC	2016 SIDEWALK PROJECT #1	\$52,023.0
81798	TREASURED PORTRAITS INC	HEADSHOT-LANE	0
81799	US CELLULAR	#936 HOT SPOT	\$75.00
81800	UTILITY EQUIPMENT CO	(6)8" CLAY TO CLAY FERCOS	\$86.29
			\$286.92

81801	VILLAGE CLEANERS	(6)SEW 2 PATCHES ON EACH SHIRT	\$37.50
81802	WEX BANK	GASHOL	\$5,111.41
1316849			
6	MASSMUTUAL	HARTFORD	\$60.00
1316849	IA PUBLIC EMPLOYEES		\$18,107.6
7	RETIREMENT	IPERS - REGULAR	2
1316849			
8	TREASURER STATE OF IOWA	STATE TAXES	\$7,626.00
1316849			\$20,871.7
9	IRS WITHHOLDING PAYMENTS	FED/FICA TAX	9
1316850			
0	TOTAL ADMINISTRATIVE SERVICES	FLEX- MEDICAL	\$717.27
1316850			
5	IOWA PUBLIC EMPLOYEES	WAGE ADJUSTMENT HENRY	\$1,543.10

<u>FUND NAME</u>	<u>TOTAL</u>
GENERAL	\$110,162.04
ROAD USE TAX	\$21,548.75
EMPLOYEE BENEFITS	\$1,543.10
LOCAL OPTION SALES TAX	\$52,459.80
S.S.M.I.D.	\$6,452.13
CAPITOL PROJECT - LIBRARY	\$38.74
SEWER UTILITY	\$24,443.18
AIRPORT UTILITY	\$741.78

Under Mayor's Report, Mayor Hatch stated he has been in contact with all property owners near the Second Street alley besides one. A conclusion should be decided by the May 16th meeting.

Under City Manager's Report, City Manager Adams discussed the upgrade given to the City by Moody's Investment. Adams also stated he would be in contact with Mediacom and LISCO regarding scheduling of a work session next week.

Motion by Stephens; seconded by Lane to adjourn at 7:54 pm, all ayes.

Brian Hatch, Mayor

ATTEST:

Heather Ussery, City Clerk

COUNCIL MINUTES

May 9, 2016

The City Council of the City of Knoxville, Iowa convened in special session Monday, May 9, 2016 at 6:15 p.m. in the City Hall Council Chambers. Mayor Brian Hatch presided and the following Council Members were present: Dawn Allspach-Kline, Rick Kingery, James Lane, Craig Kelley and Cal Stephens. Staffs present were City Manager Aaron Adams, City Clerk Heather Ussery and Water Reclamation Supervisor Pat Murphy.

A presentation was given by Mediacom regarding fiber infrastructure within the city. Motion by Lane; seconded by Stephens to accept handouts into record, all ayes. Mediacom representatives reviewed current infrastructure they have in the city as well as quotes for the city to expand their fiber infrastructure.

A presentation was given by LISCO regarding fiber infrastructure within the city. Motion by Lane; seconded by Allspach-Kline to accept handout into record. Representatives reviewed their plans for providing fiber infrastructure within the city and costs associated with the project.

Mayor Hatch left the meeting at 7:40p.m.

City Manager Adams discussed with Council current stormwater issues within the city. Adams reviewed the current city budget for stormwater repairs isn't sufficient for the problems arising each year. Council requested staff to provide a proposal to implement a stormwater utility including staffing changes. Council requested a town hall meeting on May 23rd to inform the public about the stormwater utility.

Motion by Kelley; seconded by Lane to approve second consideration of an ordinance amending the code of ordinances of the City of Knoxville, Iowa, 2009 by repealing Title 2 Chapter 4 pertaining to the Senior Citizen Center Board, ayes: Kelley, Lane, Stephens, abstained: Kingery, Allspach-Kline.

Motion by Stephens; seconded by Lane adjourn at 8:12 p.m., all ayes.

ATTEST:

Brian Hatch, Mayor

Heather Ussery, City Clerk

Knoxville Parks and Recreation Commission
Agenda April 11, 2016 5:30 PM
Meeting at the Recreation Center

1. Roll Call

_____ Ron Huelse _____ Jyl DeJong _____ Mollie Keitges
_____ Aaron Fuller _____ Scott Pitt _____ Julie Konrad
_____ Brandon Nemmers _____ Angie Jones _____ Dennis Webb

2. Minutes of February 8, 2016 Meeting

Motion _____ Second _____ Vote _____

3. Reports

4. Adjournment

Motion _____ Second _____ Vote _____

Knoxville Recreation Center Commission

Minutes for February 8, 2016 at 5:30 p.m.

Members present: DeJong, Keitges, Fuller, Konrad and Nemmers

Minutes for January 11, 2016: The minutes were reviewed. A motion was made by Keitges to approve, DeJong seconded the motion and it was passed unanimously.

Agenda / Reports:

Brandon went through his monthly report. Notable items are:

- The status of the one remaining board member from the Parks Board is still unknown. Dennis from the Streets Department will join our meetings with Parks related issues.
- The public budget hearing has been set. All large budgeted items (trash cans, computer, rooftop unit, gym curtain, interior doors and new entry doors) stayed in our budget.
- Memberships as of this day are at 1,098, which is down a little from last year, however revenue is about the same. Expenses are down \$10,000.
- The facility has been busy, which is usual for this time of year.

Brandon then went through Angie's report. Notable items are:

- Early morning classes will continue to be scheduled at 5:30 p.m., which works well for many reasons, namely participants in those classes.
- The new Fit It In program that began in January has continued into February due to 13 participants requesting it continue.
- Angie and Kevin Jones continue to plan the In-Door Tri for later this year.
- As usual, January has been very successful and is expected to continue.

A motion to adjourn was made by Fuller which was seconded by Keitges and all were in favor.

Respectfully submitted,

Aaron Fuller

April 2016 Recreation Commission Meeting Monthly Report

Director:

April swim lessons have started with 27 of 32 spots filled up. We have a May session coming up and then in June we will have lessons all summer long.

I am currently working on getting coaches for spring soccer. Soccer is set to begin on Tuesday, April 26. We have 105 participants participating in soccer this season which is three more participants than last spring.

Angie and Olivia moved all of the equipment out of the circuit room and did some cleaning and painting. We have received many nice comments on how the room looks. We will be doing some more painting of the facility in the near future.

I have the dates and times set for the upcoming Red Cross Lifeguard Course which will be held in May for 15 year olds and older. This is how we recruit most of our lifeguards that work at the facility.

I have applied for a \$7,000 grant through the Knoxville Heritage Foundation. We received \$7,000 through this foundation last year and I applied again. The plan right now is to stuff this money away towards future expansion.

We have been getting a lot of comments on the new benches in the pool area.

There are two front desk positions open right now. We will be accepting applications through Tuesday, April 19 at 2pm. Both of these positions are for nights and weekends.

Field rentals for Young's Park have been rolling in. I have one this weekend and one next week.

The Knoxville School District has been utilizing the facility quite a bit for water therapy and track workouts.

Melcher Dallas elementary will be bringing their students to swim and use the gymnasium in May.

We are three months away from knowing our final revenue and expenses. Through nine months of this fiscal year we have a revenue total of \$195,883 and an expense total of \$374,136. This puts us at 52% self-supporting. These are pretty good numbers considering \$30,000 of the expenses was for capital equipment.

Wellness Supervisor:

We kicked off this month with a new fitness challenge, The Indoor Ironman Triathlon. We rolled it out as a 2 month program that could be completed both in certain classes and on your own using Rec equipment. We charged \$5 to do the event and at the end of May, all who complete the event will be entered to win a \$100 gift certificate to The Rec. It involves actually completing the mileage required for an Ironman Triathlon, 26.2 miles run or walk, 112 miles biked, 2.4 miles swam. The feedback so far has been good, people really like the idea. We have 24 signed up and will take sign ups until the last day if they want to try and complete it in a shorter amount of time!

Classes are just barely beginning to slow down in numbers. Spring/summer time is usually when we see a dip in numbers but this year seems to be not as much which I attribute to my instructors being well trained and comfortable with their classes.

I am continuing to host certification events in our facility. We have 3 scheduled so far this year. May we are hosting a Zumba event, August we are hosting a Country Heat certification, and in October we will host a Turbokick and INSANITY certification as well. Not only do these events get my instructors certified for free but they give both instructors and members a chance to attend a class led by an industry professional for free!

For the summer months we will roll out our Summer Sweat challenge again, attend x amount of classes during the summer months and enter to receive a prize that is to be determined.

Our cycle classes are blowing the roof off and continue to gain momentum. I am beginning to work with my cycling instructors to talk about doing a RAGBRAI training class for June. I'll know more on what this could look like next month.

MEMBERSHIP DEMOGRAPHICS

Active Memberships

Code	Description	Memberships (Res/NonRes)	Members (Res/NonRes)
ADCP	Adult Couple	29 (29/0)	58 (58/0)
ADLT	Adult Membership	230 (230/0)	230 (230/0)
CHLD	Child Membership	14 (14/0)	14 (14/0)
FAM3	Family Membership - 3	45 (45/0)	136 (136/0)
FAM4	Family Membership - 4	43 (43/0)	173 (173/0)
FAM5	Family Membership - 5+	41 (41/0)	256 (256/0)
HS	High School Membership	3 (3/0)	3 (3/0)
P/CH	Parent/Child Membership	21 (21/0)	42 (42/0)
SEN	Senior Citizen (60+)	107 (107/0)	107 (107/0)
SNCP	Senior Citizen Couple	34 (34/0)	67 (67/0)
SRSP	Senior Couple Split	6 (6/0)	12 (12/0)

	Total	Resident	Non Resident
Annual Memberships	379	379	0
Semi-Annual Memberships	45	45	0
Quarterly Memberships	94	94	0
Monthly Memberships	55	55	0
Daily Use Pass Memberships	0	0	0
Total Memberships	573	573	0
Total Members	1098	1098	0

CITY OF KNOXVILLE
TOURISM ADVISORY COMMISSION MEETING MINUTES
5/3/2016

Tourism Advisory Commission established by the City Council of the City of Knoxville, Iowa Code Ordinance NO. 15-08

Commission Members Date	1/5/16	2/2/16	3/1/16	4/5/16	5/3/16	6/7/16	7/12/16
Bob Baker, Race Track Representative	A	A	P	P	P		
Bob Colbert, City Representative	A	P	P	P	P		
Jake Hughes, Chamber Representative	P	P	P	P	P		
Sharry Johnson, City Representative	P	P	P	P	P		
Elsie Kemp, City Representative	P	A	P	P	P		
Larry Kline, City Representative	A	P	P	P	P		
James Lane City Council Representative				P	A		
Marion County Representative member not yet established							
Visitors	1	0	1	3	1		

Call to Order	Larry Kline Called the meeting to order 5:15 PM	Council Member Kelly was present in James Lane's place	Closed
Review Monthly Minutes	Minutes for 4/5/15 were reviewed, motion to approve made by Bob Baker 2nd by Jake Hughes		
Agenda Sharry Johnson	The Chamber of Commerce Grant allocating funds for radio and newspaper advertisement was reviewed. Funds for \$3,500, \$600 going for Newspaper ads and \$2,900 going for radio ads. After review a motion was made by Elsie Kemp and 2nd by Bob Baker. Approval to present to the City Council for final approval. Meeting.	This makes a total Grant of \$5497 being sent to the City Council for approval. A request was made for May 16, 2016 review	Ongoing
Other Grant Request	No other Grants present at this time		closed
Bob Baker	Follow-up on construction of billboard. Bob Baker located a billboard open south on HWY 5/92. Rent is \$300 a month. The wrap cost \$260 initially with a purposed replacement every two years. It was felt that this was a very good price compared to the cost of building. A motion was made by	A total cost of \$3,850 would be the total for one year, with a one year commitment. A request to present to the City Council June 6, 2016	Ongoing and Continuous

	Jake Hughes and 2nd by Bob Baker to ask for approval from the Council.		
Elsie Kemp	Elsie has agreed to check out options and costs for the publication of a tri-fold flier to place in the Welcome centers in Iowa.		Ongoing and Cont.
Sharry Johnson	A discussion was held on naming the newsletter being published for campers in the Knoxville area will be called What's Happening in Knoxville .	These will be published once associated cost are approved by the City council.	Up-dates will be made
Open Discussion	Junes meeting will be held on the 14th instead of the 7th due to several members not being able to attend on the 7th.		
Sharry Johnson	Sharry Johnson attended an Iowa Tourism Meeting in March, cost of \$20.00 for attendance with mileage totaling 84 miles. A request for reimbursement was made of \$31.76. Motion to approve made by Bob Baker 2nd by Larry Kline.	Request will be sent to City Council for approval.	Ongoing and Cont.
Adjourn	Motion to Adjourn made by Sharry Johnson, 2nd by Larry Kline		
Adjourned	Meeting was adjourned 6:15		
Next Meeting	June 14, 2016		

Minutes Recorded by Sharry Johnson, 5/9/16

Regular Meeting
Knoxville Water Works
Board of Trustees
May 10, 2016

The Board of Trustees of the Knoxville Water Works met in regular session at 5:30 p.m. on May 10, 2016 at the Water Works office. The meeting was called to order by Acting Chairman Dwight Sommar, with Trustee Kathy Caviness present. Absent was Trustee Merle Vickroy.

Trustee Caviness motioned and Trustee Sommar provided a second to approve the agenda as presented.

Roll Call- AYES: Sommar, Caviness NAYS: None ABSENT: Vickroy

A motion was made by Sommar and seconded by Caviness to approve the Consent Agenda items as follows:

1. Approval of the minutes of the April 12, 2016 regular Board Meeting.
2. Approval of the audited claims.
3. Approval of the financial reports for April.

Summary of receipts for April-

Operating Funds = \$	116,693.27
Trust Funds =	<u>1,200.00</u>
	117,893.27

Summary of disbursements for April-

Operating Funds = \$	183,645.54
Trust Funds =	<u>1,575.00</u>
	185,220.54

Roll Call- AYES: Sommar, Caviness NAYS: None ABSENT: Vickroy

Trustee Sommar motioned to approve pay estimate #1 for the West Pleasant St. Water Main Reconstruction Project. Trustee Caviness seconded.

Roll Call- AYES: Sommar, Caviness NAYS: None ABSENT: Vickroy

The General Manager reported to the Board on operational and personnel issues.

Trustee Caviness made a motion to adjourn the meeting. Trustee Sommar seconded.

Roll Call- AYES: Sommar, Caviness NAYS: None ABSENT: Vickroy

Dwight Sommar
Acting Chairman

Attest:

Brian W. Bailey
Secretary and General Manager

COUNCIL LETTER
City of Knoxville
May 16, 2016

Agenda Item: Sale of found bikes.

Background: The Police Department is currently holding about 100 bicycles that have been found in the City and not claimed by their rightful owners. The sale will take place at the bike holding shed at Roche and Rock Island. Rock Island will be closed from Roche to Harlan during the sale. All bikes will be sold for \$10/bike as is.

Policy Question: Should the City Council authorize the sale of unclaimed bicycles on Saturday June 18, 2016 at 10 a.m.?

Budget Impact: Negligible.

Recommendation: I recommend approval of the sale.

Supporting Document: none

Memo

To: City Council
From: Chief Dan Losada
Date: May 16, 2016
Re: April CSO Report

In April 2016 the Community Service Officer, Arlene Worrall spent 80 hours on Code Enforcement issues and 86 hours on Police Department Records. Mike Miller CSO II, worked 77 hours on Code Enforcement issues. Together the CSOs worked on the following issues.

Abandoned Property	1	-(continued)
Accumulation of Refuse		1
Brush Pile	2	
Debris Storage	9	
Dogs - legal # allowed	1	
Inadequate Maintenance		2
Junk Vehicle	7	
Mandatory Garbage	4	
Mowing (Vegetation Height Violation)		7
Parking in Yard	3	
Refuse	5	
Sidewalk (mud clumps)		2
Signs In ROW	5	
Sump Pump / Drainage Issues		1
Properties Inspected	24	
Citations Issued	1	
Court Dates	0	
Property Owners /Residents Contacted	30	

Parking Citations	39
Work Hired Out	0

City of Knoxville
Bank Reconciliation-April 2016

		Bank		
		Balance	Investments	Total
<u>Iowa State Savings Bank</u>				
Checking	369	\$6,060,556.48		\$6,060,556.48
<u>Great Southern Bank</u>				
General Fund Pool	53755000350		42,296.32	\$42,296.32
Debt Service/Capital Projects	53755000369		514,449.85	\$514,449.85
Sewer Utilities	53755000377		738,057.73	\$738,057.73
Equipment Replacement	53755000385		211,064.58	\$211,064.58
Police Retirement	53755000393		65,791.93	\$65,791.93
Police Dept Trust	53755000407		12,557.31	\$12,557.31
Library Gift & Memorial	53755000415		6,859.47	\$6,859.47
Rescue & Fire Donation	53755000423		8,932.54	\$8,932.54
<u>Wells Fargo Bank</u>				
General Fund Pool	008-4312909		78,621.15	\$78,621.15
Perpetual Care	6990785435		99,608.19	\$99,608.19
<u>IPAIT</u>	11460 11461		1,159,310.27	\$1,159,310.27
<u>MM Total</u>			1,778,239.07	
Calculated balance		6,060,556.48	2,937,549.34	8,998,105.82
	Less O/S checks	29,485.66		29,485.66
	Petty Cash	295.00	-	295.00
	Add: Reconciling Item (Deposit in Transit)			-
Total Calculated bank balance		6,031,365.82	2,937,549.34	8,968,915.16
Book Balance				8,968,915.16
Difference				0.00

Approved By:



CALENDAR 4/2016, FISCAL 10/2016

FUND	LAST MONTH ENDING BAL	REVENUES	EXPENSES	CHANGE IN LIAB	ENDING BALANCE
001 GENERAL	676,734.77	918,347.18	277,417.59	.00	1,317,664.36
005 URBAN DEVELOPMENT	57,537.69	.00	14.58	.00	57,523.11
110 ROAD USE TAX	495,980.51	53,780.87	207,253.13	.00	342,508.25
111 I-JOBS	3,090.93	.00	.00	.00	3,090.93
112 EMPLOYEE BENEFITS	9,054.12	260,399.25	46,056.00	.00	223,397.37
117 MFPRSI	285,968.60	98,178.63	14,714.54	.00	369,432.69
119 EMERGENCY	776.19	.00	.00	.00	776.19
121 LOCAL OPTION SALES TAX	1,278,699.13	62,468.36	823,730.00	.00	517,437.49
125 FIVE STAR TIF	75,739.19	10,646.25	.00	.00	86,385.44
126 HIGHWAY 14 SOUTH TIF	.00	.00	.00	.00	.00
127 WESTRIDGE TIF	30,929.51	3.71	.00	.00	30,933.22
128 WALMART TIF	.00	.00	.00	.00	.00
129 PARK LANE TIF	8,335.47	124,523.42	.00	.00	132,858.89
130 COBBLESTONE TIF	22,101.50	.00	.00	.00	22,101.50
145 URBAN RENEWAL	3,906.28	.00	.00	.00	3,906.28
146 REVOLVING LOAN	115,744.88	.00	.00	.00	115,744.88
162 S.S.M.I.D.	.00	6,452.13	.00	.00	6,452.13
167 POLICE DEPARTMENT TRUST	10,912.15	29.42	.00	.00	10,941.57
168 FIRE/RESCUE DONATIONS	9,358.47	410.00	.00	.00	9,768.47
169 LIBRARY GIFT & MEMORIAL	16,551.38	85.00	.00	.00	16,636.38
170 RECREATION DONATIONS	4,832.74	.00	.00	.00	4,832.74
171 AULD PARK PLAYGROUND TRST	34,177.58	3.23	.00	.00	34,180.81
172 PARKS	.00	.00	.00	.00	.00
173 K-9 UNIT PROGRAM	8,044.69-	.00	.00	.00	8,044.69-
200 DEBT SERVICE	464,638.25	631,415.10	.00	.00	1,096,053.35
301 2003 CDBG HOUSING REHAB	.00	.00	.00	.00	.00
302 CEMETERY ROADS	53,531.92	54.02	.00	.00	53,585.94
303 CDBG CHILD CARE PROJECT	.00	.00	.00	.00	.00
304 BIKE TRAIL PROJECT	212,616.26	.00	.00	.00	212,616.26
305 SIDEWALKS AND ALLEYS	.00	.00	.00	.00	.00
306 GO BOND PROJECTS	39,491.93	.00	.00	.00	39,491.93
307 ENTRANCE SIGNS	3,660.25	.44	.00	.00	3,660.69
308 CAPITAL PROJECTS - 8	.00	.00	.00	.00	.00
309 CAPITAL PROJECT SEWER-9	.00	.00	.00	.00	.00
310 CAPITAL PROJECT SEWER 10	.00	.00	.00	.00	.00
312 CAPITAL PROJECT SEWER-12	.00	.00	.00	.00	.00
313 2007 CDBG HOUSING REHAB	10,245.05-	.00	.00	.00	10,245.05-
314 2009 CDBG NSP GRANT	19,620.35	.00	.00	.00	19,620.35
315 CAPITOL PROJECT - LIBRARY	111,229.06	3,307.00	38.74	.00	114,497.32
316 CAPITAL PROJECTS-REC	7,000.00	.00	.00	.00	7,000.00
398 EQUIPMENT REPLACEMENT	754,399.82	445,935.00	9,999.00-	.00	1,210,333.82
399 BUILDING REPLACEMENT	65,239.79	1.15	.00	.00	65,240.94
500 PERPETUAL CARE	267,233.72	325.72	.00	.00	267,559.44
501 LIBRARY-REAVER TRUST	500.00	.00	.00	.00	500.00
610 SEWER UTILITY	1,614,886.65	193,244.59	351,082.92	.00	1,457,048.32
611 SEWER REVENUE SINKING	531,575.60	63,928.23	.00	.00	595,503.83
612 SEWER PLANT REPLACEMENT	.00	.00	.00	.00	.00
615 SEWER REVENUE BOND RSRV	808,960.00	.00	.00	.00	808,960.00
616 SEWER RENTAL DEPOSITS	.00	.00	.00	.00	.00
618 2002 SEWER BOND	.00	.00	.00	.00	.00
619 2003 SEWER BOND	.00	.00	.00	.00	.00
621 2005 GO BOND (SRF)	.00	.00	.00	.00	.00
640 AIRPORT IMPROVEMENTS	989,058.23-	749,068.00	.00	.00	239,990.23-

CITY OF KNOXVILLE
TREASURER'S REPORT
CALENDAR 4/2016, FISCAL 10/2016

FUND	LAST MONTH			CHANGE IN LIAB	ENDING BALANCE
	ENDING BAL	REVENUES	EXPENSES		
650 I/I LOAN	.00	.00	.00	.00	.00
651 I&I IMPROVEMENT FUND	.00	.00	.00	.00	.00
652 SEWER CLEANING FUND	.00	.00	.00	.00	.00
653 CAPITAL IMPROVEMENTS	.00	.00	.00	.00	.00
654 SEWER BOND FUND	.00	.00	.00	.00	.00
658 INVALID ACCOUNT BREAK	.00	.00	.00	.00	.00
660 AIRPORT UTILITY	199,381.13-	55,115.00	7,260.26	.00	151,526.39-
820 SELF FUND HEALTH INS	138,213.90	14,762.73	32,500.00	.00	120,476.63
821 SELF INSURED PROPERTY INS	.00	.00	.00	.00	.00
Report Total	7,026,499.49	3,692,484.43	1,750,068.76	.00	8,968,915.16

CITY OF KNOXVILLE
 BUDGET REPORT
 CALENDAR 4/2016, FISCAL 10/2016

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	POLICE TOTAL	1,374,550.00	94,407.59	1,191,218.25	86.66
	FIRE TOTAL	107,763.00	7,619.14	94,965.26	88.12
	RESCUE TOTAL	561,625.00	47,043.85	484,851.82	86.33
	ANIMAL CONTROL TOTAL	18,100.00	960.25	15,462.75	85.43
	PUBLIC SAFETY TOTAL	2,062,038.00	150,030.83	1,786,498.08	86.64
	ROADS, BRIDGES, SIDEWALK	815,643.00	52,594.07	661,479.48	81.10
	STREET LIGHTING TOTAL	38,428.00	2,923.02	29,173.47	75.92
	TRAFFIC CONTROL & SAFETY	35,251.00	464.58	25,708.29	72.93
	PUBLIC WORKS - GENERAL T	.00	280.70	3,288.28	.00
	PUBLIC WORKS-RUT TOTAL	29,060.00	2,122.23	25,033.82	86.15
	PUBLIC WORKS TOTAL	918,382.00	58,384.60	744,683.34	81.09
	LIBRARY TOTAL	346,076.00	24,085.14	288,450.16	83.35
	PARKS TOTAL	76,820.00	8,078.27	42,594.71	55.45
	RECREATION TOTAL	453,404.00	33,683.01	373,844.50	82.45
	POOL TOTAL	62,584.00	2,891.58	36,866.30	58.91
	CEMETERY TOTAL	197,551.00	12,472.23	151,615.46	76.75
	CULTURE & RECREATION TOT	1,136,435.00	81,210.23	893,371.13	78.61
	ECONOMIC DEVELOPMENT TOT	526,436.00	32,097.04	453,187.10	86.09
	HOUSING & URBAN RENEWAL	33,000.00	14.58	20,776.53	62.96
	PLANNING & ZONING TOTAL	95,040.00	4,850.64	73,811.83	77.66
	COMMUNITY & ECONOMIC DEV	654,476.00	36,962.26	547,775.46	83.70
	ROADS, BRIDGES, SIDEWALK	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	194,979.00	10,306.45	126,282.95	64.77
	CLERK/TREASURER/ADM TOTA	94,345.00	5,285.25	85,556.93	90.69
	LEGAL SERVICES/ATTORNEY	12,000.00	1,000.00	9,327.10	77.73
	CITY HALL/GENERAL BLDGS	236,259.00	18,247.22	213,840.38	90.51
	TORT LIABILITY TOTAL	34,000.00	.00	30,574.53	89.93
	OTHER GENERAL GOVERNMENT	.00	.00	304.38	.00
	GENERAL GOVERNMENT TOTAL	571,583.00	34,838.92	465,886.27	81.51
	DEBT SERVICE - 3 TOTAL	.00	.00	.00	.00
	DEBT SERVICE-2002 SEWER	.00	.00	.00	.00
	DEBT SERV-2000 GO BOND T	.00	.00	.00	.00
	DEBT SERVICE - 6 TOTAL	.00	.00	.00	.00
	DEBT SERV-2003C SEWER TO	.00	.00	.00	.00
	DEBT SERV-2005 A SEWER T	.00	.00	.00	.00
	DEBT SERV-2005 B GO BOND	.00	.00	.00	.00

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	DEBT SERVICE TOTAL	500,000.00	.00	242,494.31	48.50
	2007 CAP LOAN TOTAL	.00	.00	.00	.00
	2007A GO REF TOTAL	164,585.00	.00	12,292.50	7.47
	2008 SEWER REVENUE TOTAL	.00	.00	.00	.00
	2010B SEWER BOND TOTAL	.00	.00	.00	.00
	2010 C GO BOND TOTAL	262,855.00	.00	21,427.50	8.15
	2010 D GO BOND TOTAL	86,336.00	.00	8,168.00	9.46
	2012A GO BOND TOTAL	183,110.00	.00	6,555.00	3.58
	2013 A GO BOND TOTAL	357,540.00	.00	16,270.00	4.55
	STORM WATER TOTAL	.00	.00	.00	.00
	DEBT SERVICE TOTAL	1,554,426.00	.00	307,207.31	19.76
	POLICE TOTAL	29,000.00	.00	23,285.75	80.30
	FIRE TOTAL	.00	.00	150,783.75	.00
	RESCUE TOTAL	30,000.00	.00	.00	.00
	ROADS, BRIDGES, SIDEWALK	325,000.00	9,999.00-	260,456.81	80.14
	PUBLIC WORKS-RUT TOTAL	.00	.00	.00	.00
	LIBRARY TOTAL	39,200.00	38.74	25,688.61	65.53
	PARKS TOTAL	24,117.00	.00	.00	.00
	RECREATION TOTAL	6,250.00	.00	.00	.00
	CEMETERY TOTAL	24,000.00	.00	24,360.00	101.50
	COMMUNITY BEAUTIFICATION	.00	.00	.00	.00
	HOUSING & URBAN RENEWAL	.00	.00	7,503.00	.00
	PLANNING & ZONING TOTAL	.00	.00	.00	.00
	MAYOR/COUNCIL/CITY MGR T	.00	.00	.00	.00
	CLERK/TREASURER/ADM TOTA	.00	.00	.00	.00
	CITY HALL/GENERAL BLDGS	3,500.00	.00	.00	.00
	CAPITAL PROJECTS TOTAL	3,753,267.00	.00	535,815.92	14.28
	LOCAL OPTION TAX TOTAL	180,000.00	160,000.00	165,363.76	91.87
	SEWER/SEWAGE DISPOSAL TO	22,000.00	.00	135,916.00	617.80
	CAPITAL PROJECTS TOTAL	4,436,334.00	150,039.74	1,329,173.60	29.96
	CAPITAL PROJECTS TOTAL	.00	.00	.00	.00
	SEWER CLEANING TOTAL	2,000.00	.00	.00	.00
	CAPITAL IMPROVEMENTS TOT	.00	.00	39,653.75	.00
	SEWER BONDS TOTAL	163,995.00	.00	161,973.36	98.77
	SEWER/SEWAGE DISPOSAL TO	1,568,131.00	58,559.09	785,103.67	50.07
	PUBLIC WORKS - SEWER TOT	46,760.00	3,186.72	37,719.92	80.67
	SEWER PLANT REPLACEMENT	148,000.00	1,894.20	72,964.98	49.30
	I & I IMPROVEMENTS TOTAL	1,815,738.00	158,798.68	1,772,386.05	97.61
	AIRPORT TOTAL	695,682.00	7,260.26	672,704.58	96.70
	OTHER BUSINESS TYPE TOTA	.00	.00	.00	.00
	INTERNAL SERVICE TOTAL	160,000.00	32,500.00	92,693.62	57.93
	ENTERPRISE FUNDS TOTAL	4,600,306.00	262,198.95	3,635,199.93	79.02

CITY OF KNOXVILLE
BUDGET REPORT
CALENDAR 4/2016, FISCAL 10/2016

ACCOUNT NUMBER	ACCOUNT TITLE	BUDGET	MTD BALANCE	YTD BALANCE	PERCENT EXPENDED
	TRANSFERS TOTAL	1,785,223.00	976,403.23	1,551,757.30	86.92
	TRANSFER OUT TOTAL	1,785,223.00	976,403.23	1,551,757.30	86.92
	TOTAL EXPENSES	17,719,203.00	1,750,068.76	11,261,552.42	63.56

City of Knoxville

PROCLAMATION OFFICE OF THE MAYOR



WHEREAS, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of the City of Knoxville, Iowa; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from the State and local Government and the private sector, who are responsible for and who plan, design, build, operate, and maintain the transportation, water supply, water treatment, public buildings, structures and facilities, and who deliver solid waste services, transit, and fleet services which are essential to serve our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain an interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2016 marks the 56th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE, I, Brian Hatch, Mayor of the City of Knoxville, do hereby proclaim the week of May 15-21, 2016, as National Public Works Week; and I urge our community to join with representatives of the American Public Works Association and the Knoxville Public Works Department in activities designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national and local health, safety, welfare and quality of life.

IN WITNESS WHEREOF, I hereunto set my hand this 16th day of May, 2016

Signed by,

Mayor Brian Hatch

Emergency Medical Services Week

Proclamation

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, I Brian Hatch, Mayor of the City of Knoxville in recognition of this event do hereby proclaim the week of May 15-21, 2016, as

EMERGENCY MEDICAL SERVICES WEEK

With the theme, *EMS Strong: Called to Care*, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Brian Hatch, Mayor

63-597

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2016 - AMENDMENT #1

To the Auditor of MARION County, Iowa:

The City Council of Knoxville in said County/Counties met on 5/16/2016, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 05-31-16

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2016 (AS AMENDED LAST ON 05/06/2016.)

Be it Resolved by the Council of the City of Knoxville

Section 1. Following notice published 05/06/2016

and the public hearing held, 5/16/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	1 3,130,935	0	3,130,935
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
Net Current Property Taxes	3 3,130,935	0	3,130,935
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 500,000	0	500,000
Other City Taxes	6 1,601,176	0	1,601,176
Licenses & Permits	7 39,600	2,550	42,150
Use of Money and Property	8 139,290	6,710	146,000
Intergovernmental	9 1,203,856	0	1,203,856
Charges for Services	10 3,000,594	27,500	3,028,094
Special Assessments	11 9,500	0	9,500
Miscellaneous	12 184,500	184,100	368,600
Other Financing Sources	13 3,500,000	0	3,500,000
Transfers In	14 1,785,223	0	1,785,223
Total Revenues and Other Sources	15 15,094,674	220,860	15,315,534
Expenditures & Other Financing Uses			
Public Safety	16 2,062,038	0	2,062,038
Public Works	17 741,545	176,837	918,382
Health and Social Services	18 0	0	0
Culture and Recreation	19 1,136,435	0	1,136,435
Community and Economic Development	20 347,601	306,875	654,476
General Government	21 481,019	90,564	571,583
Debt Service	22 1,554,426	0	1,554,426
Capital Projects	23 4,436,334	0	4,436,334
Total Government Activities Expenditures	24 10,759,398	574,276	11,333,674
Business Type / Enterprises	25 2,474,564	2,125,742	4,600,306
Total Gov Activities & Business Expenditures	26 13,233,962	2,700,018	15,933,980
Transfers Out	27 1,785,223	0	1,785,223
Total Expenditures/Transfers Out	28 15,019,185	2,700,018	17,719,203
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29 75,489	-2,479,158	-2,403,669
Beginning Fund Balance July 1	30 6,945,712	3,831,941	10,777,653
Ending Fund Balance June 30	31 7,021,201	1,352,783	8,373,984

Passed this 16 day of May, 2016
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

SPECIAL EVENT PERMIT APPLICATION FORM

1. SPONSOR Knoxville Farmers Market
ADDRESS 52946 235th TC Charleston, IA PHONE 641 414-0892
50849

2. EVENT TYPE:

- Parade Festival Assembly Street Closure Block Party
 Rally Marches Walks Fund Raisers
 City Property Rental Other Open Air Market

3. EVENT CONTACT PERSON(S) Cathy Priest PHONE 641 414-0892
ADDRESS 52946 235th TC Charleston E-MAIL alvettal@yahoo.com

4. ON-SITE CONTACT PERSON(S) Cathy Priest PHONE 641 414-0892
LOCATION DURING EVENT West side south of middle or walking around

5. EVENT LOCATION West + South sidewalks of Courthouse

6. PARKING AND TRAFFIC PLAN We use parking corresponding with spots on sidewalk.

STREET CLOSURE YES NO LOCATION(S): Note on attached site plan.

7. EVENT DATE 5-21 5-24 EVENT START TIME 8:00 AM EVENT END TIME 12:00 PM

8. SET UP TIME Set 6:30 TAKE DOWN TIME 2:30 PM 1:00 6:00 PM

9. RAIN DATE/TIME Thes 1:30 market will take place rain or shine 7:00

10. SIZE OF EVENT (estimated number of people on-site at one time)

- | | | |
|---|--|--|
| <input type="checkbox"/> 1 - 25 | <input type="checkbox"/> 701 - 900 | <input type="checkbox"/> 5,001 - 7,000 |
| <input type="checkbox"/> 26 - 100 | <input type="checkbox"/> 901 - 1,000 | <input type="checkbox"/> 7,001 - 9,000 |
| <input checked="" type="checkbox"/> 101 - 200 | <input type="checkbox"/> 1,001 - 1,500 | <input type="checkbox"/> 9,001 - 10,000 |
| <input type="checkbox"/> 201 - 300 | <input type="checkbox"/> 1,501 - 1,700 | <input type="checkbox"/> 10,001 - 15,000 |
| <input type="checkbox"/> 300 - 500 | <input type="checkbox"/> 1,701 - 2,000 | <input type="checkbox"/> 15,001 - 20,000 |
| <input type="checkbox"/> 500 - 700 | <input type="checkbox"/> 2,001 - 5,000 | <input type="checkbox"/> over 20,000 |

11. PORTABLE TOILETS: NUMBER OF TOILETS BEING PROVIDED 8

LOCATION(S) OF TOILETS Local Businesses.
Coffee Connection, Main Street Market

12. TYPES OF ACTIVITIES/VENUES music, craft + food vendors
demonstrations, kids activities

12a. NON-FOOD VENDORS, CONCESSIONAIRES, RIDES (name, address, phone for each)

see attached list. We add vendors throughout season, so it is not finalized

12b. FOOD VENDORS (name, address, phone for each)

see attached list. We add vendors throughout the season, so it is not finalized.

12c. TENTS

free standing pop-up canopies
~~provided for the county~~

13. UTILITIES TO BE USED (LIST EQUIPMENT TYPES)

We are seeking permission from the county for electric + water

13a. ELECTRICAL SOURCE

County goyels and poles

13b. WATER SOURCE

County faucet

14. ALCOHOLIC BEVERAGES SERVED? LICENSE CLASS

None

ALCOHOLIC BEVERAGE LICENSE OBTAINED?

YES

NO

15. SECURITY

not necessary.

HAVE THE POLICE BEEN CONTACTED ABOUT CROWD OR TRAFFIC CONTROL?

YES

NO

16. SOURCE OF GARBAGE/RUBBISH REMOVAL SERVICE:

Each Vendor provides a trash receipt

17. SITE PLAN ATTACHED. YES NO

18. INDEMNITY AGREEMENT SIGNED AND ATTACHED. YES NO

19. INSURANCE CERTIFICATE ATTACHED. YES NO

20. DAMAGE DEPOSIT INCLUDED (AMOUNT \$ _____) YES NO

21. PERMIT FEE INCLUDED ^{asking for waiver} AMOUNT \$100.00 YES NO

If no, proof of non-profit status must included.

I have read this Special Event Agreement and Permit Application packet and have accurately and truthfully completed the Application. I agree that I will obtain any other permits necessary and will follow the guidelines and requirements set forth in the packet.

Signature

Cathy Shiesh

Date

5-10-16

INSURANCE CERTIFICATE

Attach certificate here.

)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Friday Insurance Agency, Inc. PO Box 280 Osceola, Iowa 50213		CONTACT NAME: Doug Miller PHONE (A/C, No, Ext): 641-342-6041 E-MAIL ADDRESS: doug.miller@fridayinsurance.net FAX (A/C, No): 641-342-6042	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Knoxville Farmers Market 52946 235th Trail Chariton, IA 50049		INSURER A: Auto-Owners Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			39837643-16	05/12/2016	05/12/2017	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> NON-OWNED AUTOS						\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	<input type="checkbox"/> OCCUR						\$	
	<input type="checkbox"/> CLAIMS-MADE						\$	
	DED \$						WC STATUTORY LIMITS	
	RETENTION \$						OTH-ER	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Knoxville 305 South 3rd Street Knoxville, Iowa 50138	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

INDEMNITY AGREEMENT

In consideration for the granting of permission by the City of Knoxville, Iowa to the undersigned for the use of the following described property:

sidewalks on west + south side of square

For the following purpose only: Knoxville Farmers Market

On the following date(s): May 21 - Oct 29

The undersigned agrees to defend, indemnify and hold harmless the City of Knoxville, its agents, officers and employees, from and against any and all claims for injury or damages to persons or property arising out of or caused by the use of such property.

The undersigned further agrees upon receipt of notice from the City of Knoxville to defend at its own expense the City of Knoxville, its agents, officers and employees from any action or proceeding against the City of Knoxville, its agents, officers or employees arising out of or caused by the use of such property. The undersigned agrees that a judgment obtained in any such action or proceeding shall be conclusive in any action by the City, its agents, officers or employees against the undersigned, when so notified as to the undersigned's cause of the injury or damage, as to the liability of the City, its agents, officers and employees to the plaintiff in the first named action, and as to the amount of the damage or injury. The City of Knoxville, its agents, officers and employees may maintain an action against the undersigned to recover the amount of the judgment together with all the expenses incurred by the City, its agents, officers and employees in the action.

I HAVE READ THIS INDEMNITY AGREEMENT, I UNDERSTAND THE EFFECT OF THIS INDEMNITY AGREEMENT, I AM AUTHORIZED TO SIGN THIS INDEMNITY AGREEMENT, AND I AM SIGNING THIS INDEMNITY AGREEMENT VOLUNTARILY.

Dated this 20 day of April, 2016.

Organization: Knoxville Farmers Market

By: Cathy Priest

Title: manager

BUSINESS NOTIFICATION LIST

*Note: Your signature on this list is for the sole purpose of businesses being affected by special events being notified of the event. It is not intended to indicate whether you are for or against the event. If you have comments and/or arguments concerning the event, they must be put in writing and delivered to the Zoning Administrator's Office at City Hall as soon as possible to be considered prior to the special event application being approved.

Business Name And Signature	Address	Telephone #
Main Street Market	209 E Main	641-842-3222
A 6FT Geek	207 E Main St	641-218-9777
Shotz	E Main St	No Phone
Knx Floors & Painting	203 Grand St	641-891-5935
Whyte's Eye Care Center	1238 Main	641-842-2020
Wells Fargo Bank	102 S. 2nd St.	641-828-7500
D & R Block	110 S 2nd	641-842-6912
The Still	24 S 2nd	641 218 1704
Raymond Myers)	206 E Robinson	641-265-8889
Optimal / Sue Van Puersen	204 E Robinson	641-275-5471
Kendall Kelle	208 E Robinson	641 780-2932
Denise Bryson-Jenkins	125 S. Third St.	641-828-7800
Candis Flowers	1235 Third	641-828-7720
Myers Ins. Agency	121 S. Third	641 842-5939
Blossom Seweloy	119 South 3rd St	641-842-2253
Hush Pony	109 S. 3rd St.	641 828 6121
New Day E Cigs	107 S 3rd St	641-205-8057

This That + The Other	103 S. 3rd	641-842-4200
Dani Graves	1401 W Madison	641-842-4101
Central Cellular	225 E Main St	641-828-8745
AKay Dines	217 E Main St	641-842-2161
Coffee Connection	213 E Main St	641-828-8141
HCI Care Services	213 E. Main St.	641-842-4312

May 11, 2016

Dear Knoxville City Manager, Mayor and City Council,

My husband and I will be in Minnesota Sunday-Monday and will not return in time for the May 16th council meeting. Therefore, we want to express our concerns over some council members suggesting the Farmer's Market move away from the downtown square, a location they have occupied for many years.

As we read the newspaper article about the Farmer's Market application being tabled and some of the following council discussions that weren't even related to the application, we almost could not believe what we were reading.

We cannot fathom a council person would call the Farmer's Market equivalent to a flea market or bake sale. These individuals cannot predict when their produce is going to be ready for the market and if they or any one else supplements their income with other goods, so what! Who is being hurt, inconvenienced or upset by this? Des Moines has a huge Farmer's Market that includes everything imaginable; produce, baked goods, lawn ornaments, jewelry, etc. People travel from all around the state to attend their Farmer's Market. Des Moines would never consider making their Farmer's Market relocate nor consider it a flea market or bake sale.

We feel the council has made a huge mistake in requesting the Farmer's Market relocate. The city's Street Scape project downtown eliminated several parking spaces all around the square, so how can you now blame the Farmer's Market for taking away available parking? We have never gone to downtown businesses or to the courthouse and not found a parking place even during Farmer's Market. The same goes even after the Street Scape project eliminated so many parking places.

We would not even think of heading over to Auld Park for the Farmer's Market. Once I am downtown, I want to take advantage of all there is there, not make an additional trip to the north end of town for Farmer's Market. I would also ask if the City Manager or the council members have seen or ever used the restrooms at Auld Park....they are absolutely deplorable! Some locations that have been suggested do not have any restrooms. One I heard that has offered to have them at their location have their restrooms quite a distance from where the Farmer's Market will set up. How is that better for the vendors or those that attend?

The courthouse is a public building. Why shouldn't the public attending Farmer's Market, or for that matter, the vendors themselves use the restrooms there? The courthouse restrooms are open for Bike Night, so why is the Farmer's Market any different? If area businesses have told the Farmer's Market personnel they do not mind if attendees use their restrooms, why would the city even consider interfering in this arrangement?

Who can say any unsupervised children in the courthouse belong to the vendors or attendees of the Farmer's Market? Is councilman Stephens insinuating that the **only** time there are any unsupervised children in the courthouse is during Farmer's Market? If any children, at any time, are causing any disturbances or interfering with the ability for any courthouse offices to conduct business, impacted individuals should deal with them as any other place of business would do.

We continually promote to our citizens to “shop local” and try to bring the public downtown to support our businesses, yet the decision to try to make the Farmer's Market move is doing the absolute opposite!

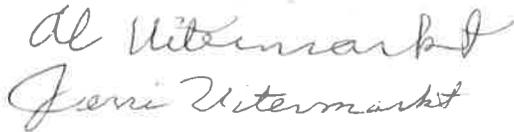
I served on the city council for 12 years and I learned you cannot satisfy 100% of the citizens 100% of the time. However, I would never have voted to discourage any business in town, no matter how small. They all deserve the opportunity to conduct business as long as they are operating within guidelines.

Hopefully the current council will listen to the residents of Knoxville and reconsider making the Farmer's Market move and leave them where they have been for years.....exactly where we want them.

Because of our inability to be in attendance, we are requesting that our letter be entered into the official record for the May 16th, 2016 city council meeting and a copy be included in the council's agenda packet for their review before the council meeting.

If this were an actual hearing on a matter, this letter would have to be read aloud. If we could attend, we would read it aloud. We would appreciate it if you would take that into consideration at this time also.

Thank you for your consideration,

Handwritten signatures of Al Uitermarkt and Jerri Uitermarkt in cursive script.

Al and Jerri Uitermarkt

uiteaj@hotmail.com

641-891-7410

May 5, 2016

To the Knoxville City Council, Mayor and City Manager:

RE: Code Violation

Dear Folks:

Once again I've come about the appearance of our town. It has been a sight and it isn't improving. Let's enforce the nuisance code and make sure the fine gets paid. This also includes throwing grass clippings in the street. It isn't too difficult to turn the mower.

A suggestion: Is it possible to have the water department add a note or letter concerning this problem along with their water bill? Maybe enclose a copy of the nuisance code.

There seems to be a lack of city pride. I have a visitor frequently who says "you can drive through an alley and that tells a lot".

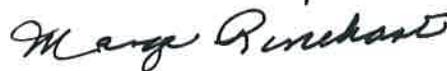
I live next to a house which has been abandoned for approximately seven years. I spend \$20.00 a season to keep the weeds, creeping Charlie, etc. out of my yard. Same thing behind me on the vacant city property. I've paid an attorney to get legal permission to have a good section of a tree cut down to save my garage.

I certainly hope that this Council and Mayor will take an interest, which I didn't seem to get in the past.

Many citizens complain but do not voice their opinion.

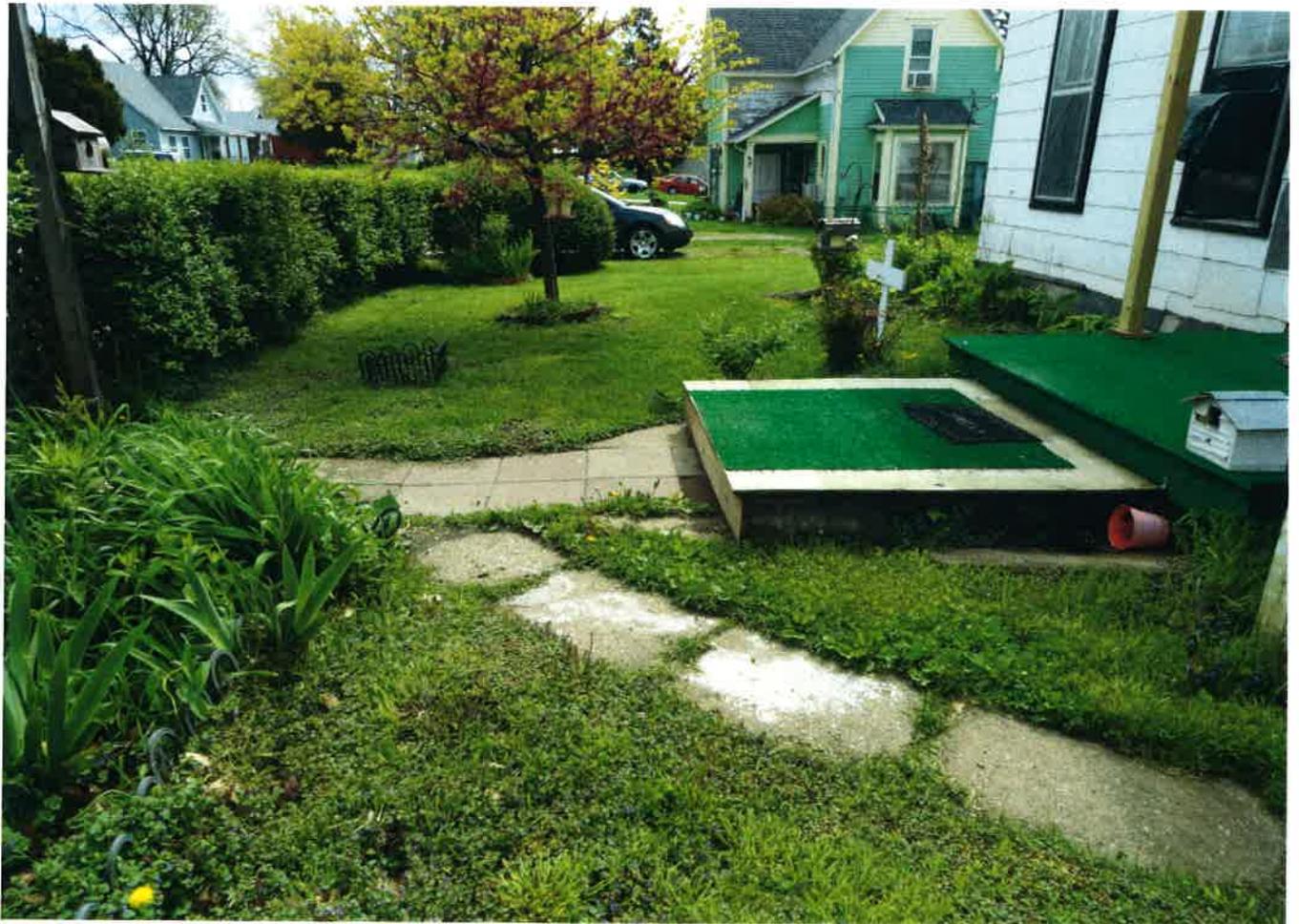
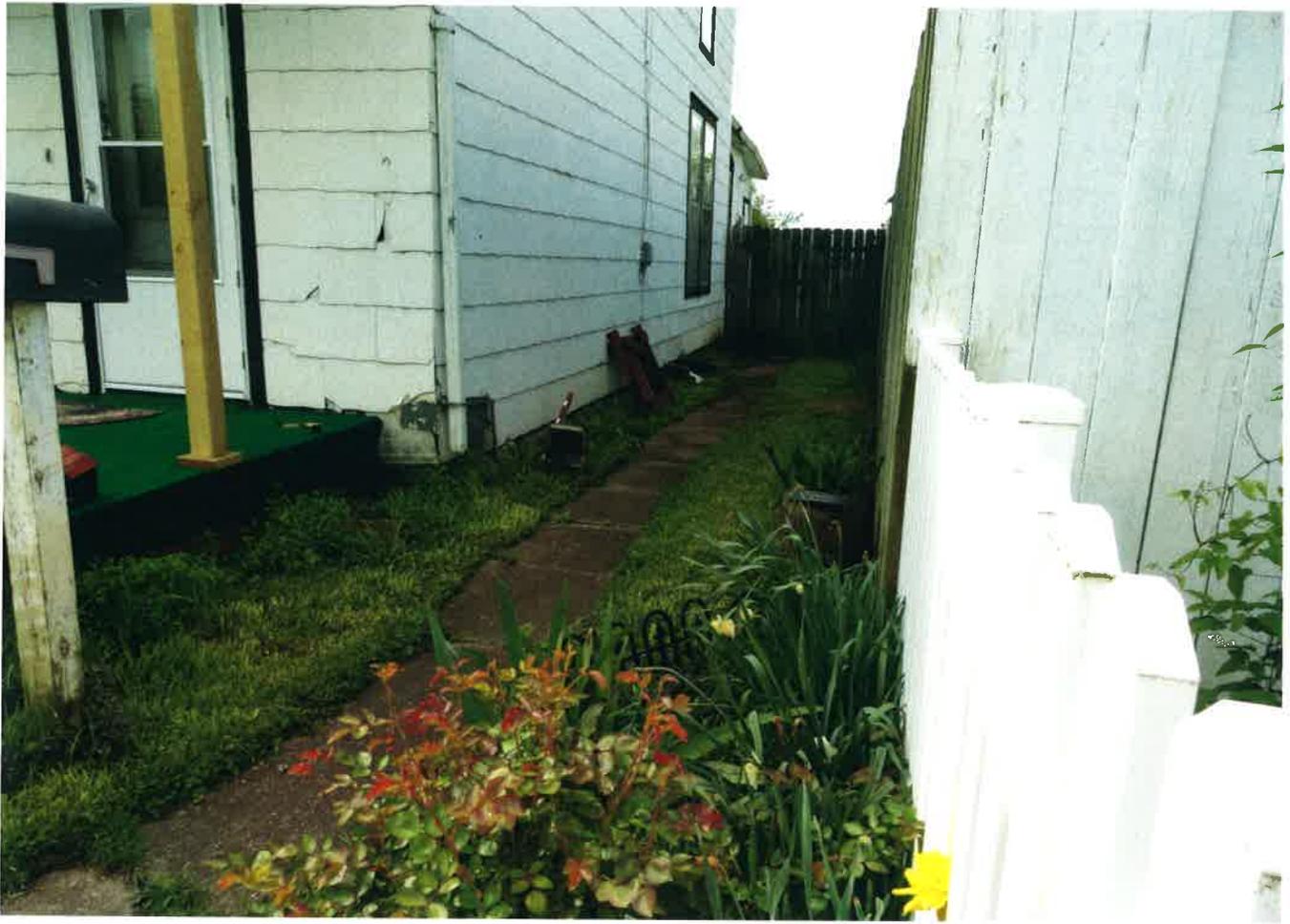
A caring citizen.

Marge Rinehart





804 E. Washington

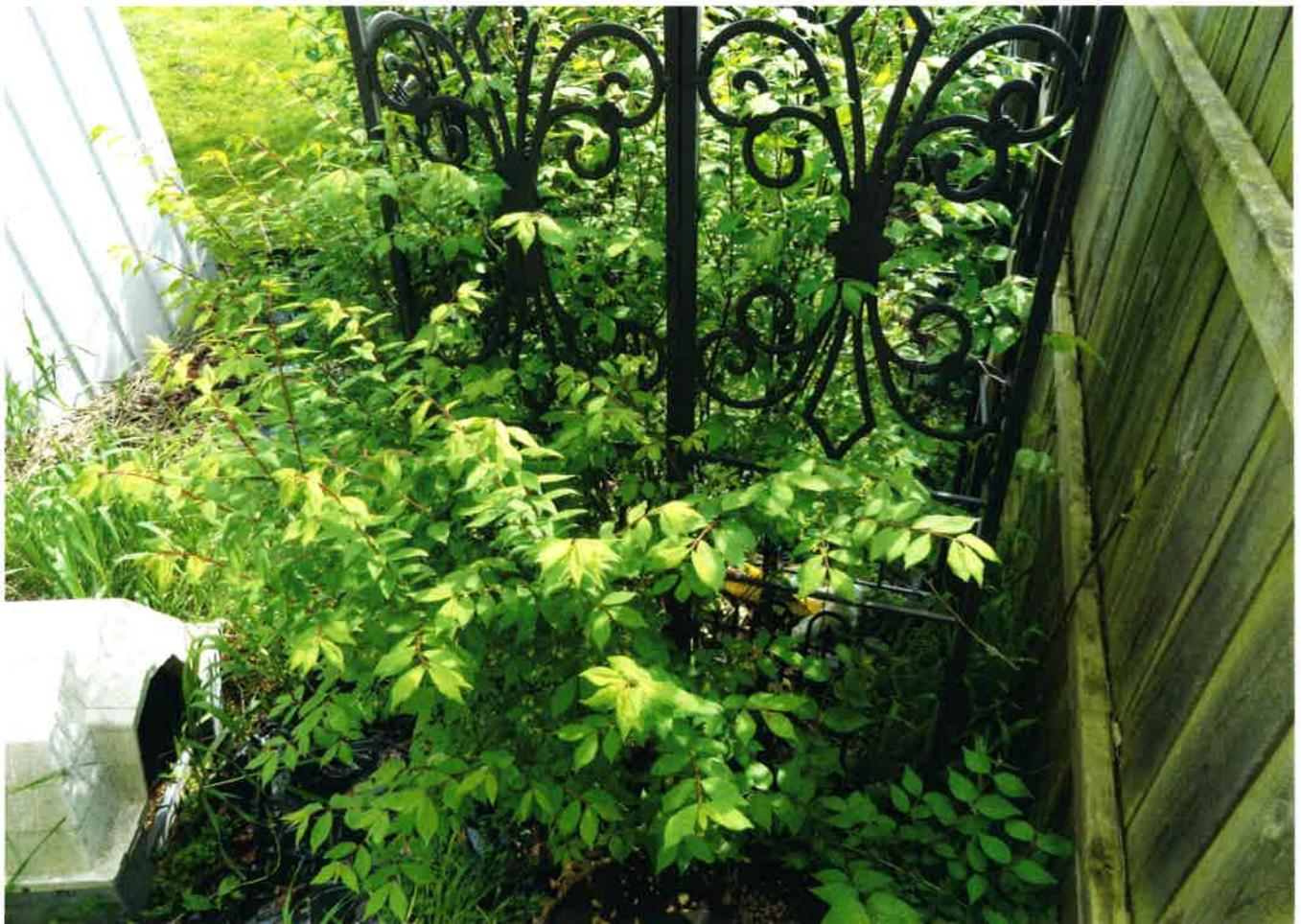


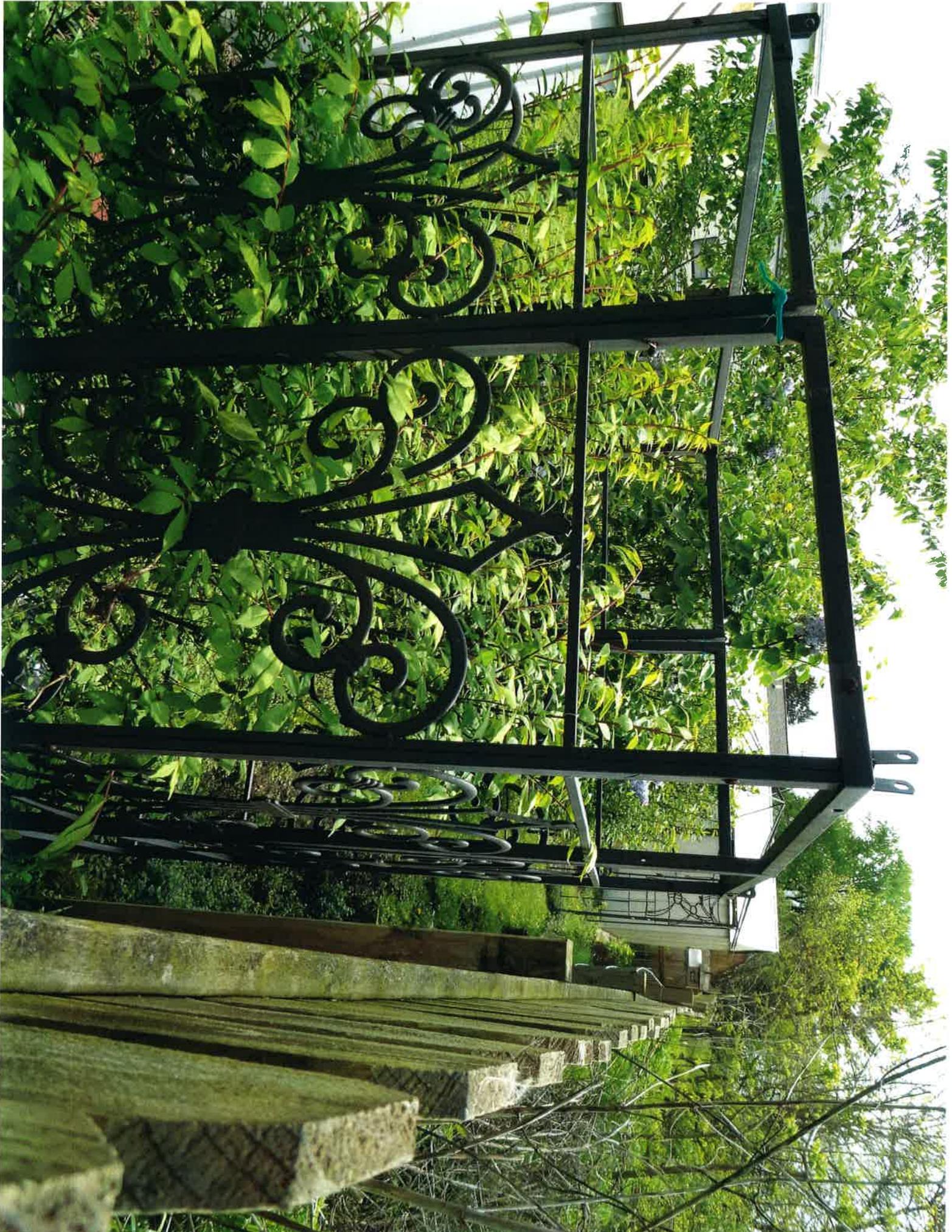














720 E. Washington 5-2-2016



Yard is mowed but has tree branch down



Garage is secure with closed doors



Garage has DEBRIS - NO Garbage of Household Kitchen Waste - Garage is Secured with Closed doors -

This year - City involvement

January 6th 2016 - City did Snow removal

Feb: 5th 2016 - City did Snow removal

May 2nd 2016 - City did inspection
5/4/2016 Wells Fargo mowed

Knoxville Tourism Commission

To: Heather Ussery;

May 3, 2016

The Tourism Commission is requesting that the following items be reviewed at the May 16, 2016 City Council meeting.

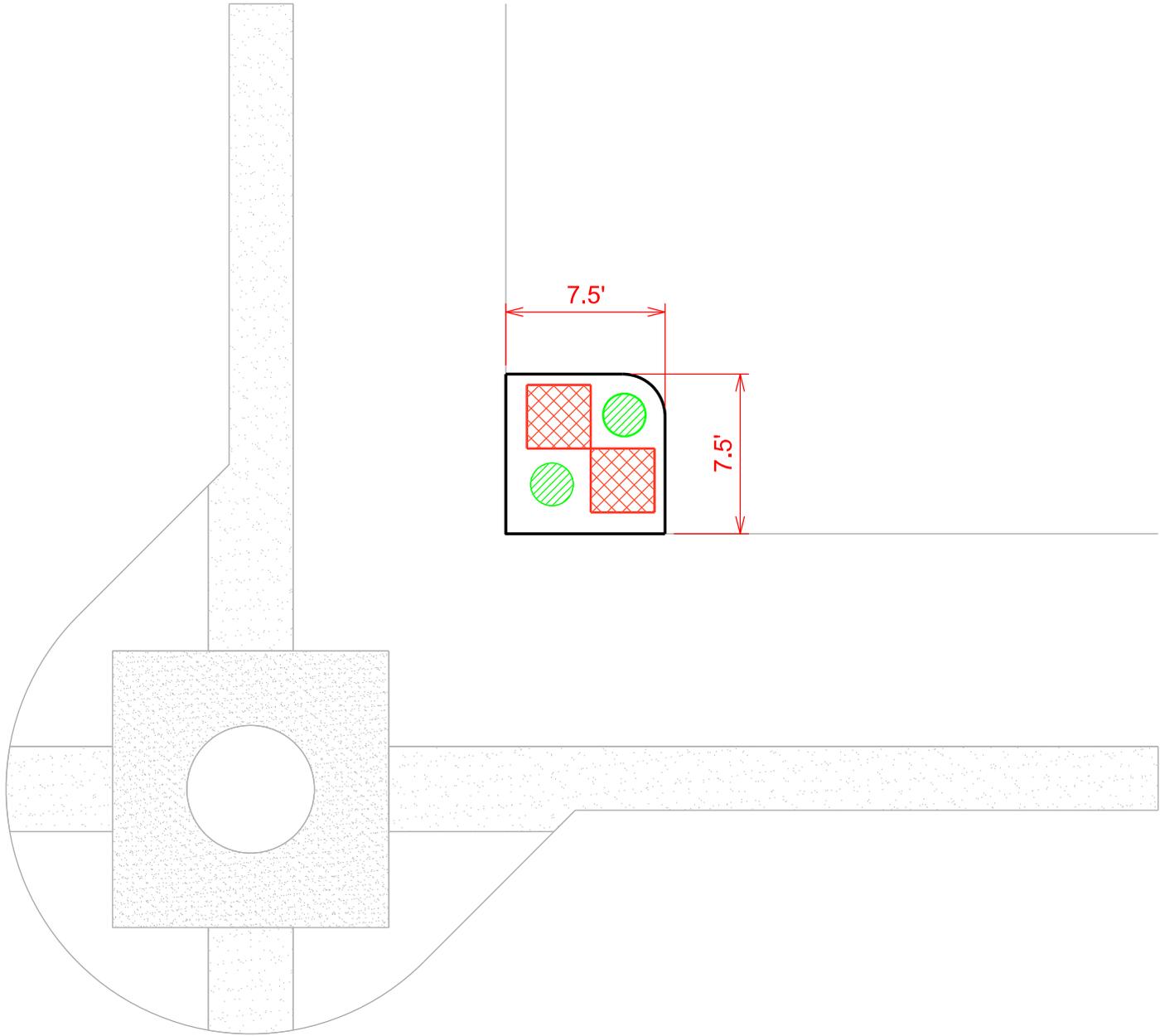
Grant Request: Bike Night July 2nd 2016 - Funds requested \$2,300
Knoxville Chamber \$5,497 Cost occurred for Knoxville Nationals Races

From Promotional Funds:

Red Rock Lake Project May -August \$252.00 (Campground fliers distribution around lake)

Printing (Elsie Kemp) For Campground Fliers \$250.00

Thank You
Sharry Johnson
Tourism Commission Sec.



ORDINANCE NO. 16-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KNOXVILLE, IOWA, 2009 BY
REPEALING TITLE 2 CHAPTER 4 PERTAINING TO THE SENIOR CITIZEN CENTER BOARD

BE IT ENACTED by the City Council of the City of Knoxville, Iowa:

SECTION 1. The Code of Ordinances of the City of Knoxville, Iowa is hereby amended by repealing Title 2, Chapter 4 which established the Senior Citizen Center Board.

SECTION 2. REPEALER. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudicated invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the City Council this _____ day of _____, 2016, and APPROVED this _____ day of _____, 2016.

ATTEST:

Brian J. Hatch, MAYOR

Heather Ussery, CITY CLERK

LEASE

This lease is made and entered into on the _____ day of May, 2016 by and between the City of Knoxville, Landlord, and the Knoxville Senior Center, Tenant.

1. Premises Being Leased. Landlord is leasing to Tenant and Tenant is leasing from Landlord the following premises: 308 East Montgomery, Knoxville, Iowa 50138.
[X] **Part of Building Only.** Specifically, Tenant is leasing the basement of the building.
[X] **Shared Facilities.** Tenant and Tenant's employees and customers may use the following additional facilities in common with other tenants, employees, and customers: Hallways, stairways, and elevators.

2. Term of Lease. This lease begins on May 23, 2016 and ends on May 22, 2019. Tenant may end the lease with the Landlord at any point prior to the end of term with 30 days' notice.

3. Rent. Tenant will pay rent of \$1.00 per year. Tenant will pay this rental amount for the entire term of the lease.

4. Option to Extend Lease. Landlord grants Tenant the option to extend this lease for an additional three years. To exercise this option, Tenant must give Landlord written notice on or before April 1, 2019. Tenant may exercise this option only if Tenant is in substantial compliance with the terms of this lease. Tenant will lease the premises on the same terms as in this lease.

5. Security Deposit. Tenant has deposited \$0.00 with Landlord as security for Tenant's performance of this lease. Landlord will refund the full security deposit to Tenant within 30 days following the end of the lease if Tenant returns the premises to Landlord in good condition (except for reasonable wear and tear) and Tenant has paid Landlord all sums due under this lease. Otherwise, Landlord may deduct any amounts required to place the premises in good condition and to pay for any money owed to Landlord under the lease.

6. Improvements by Landlord. Tenant accepts the premises in "as is" condition. Landlord need not provide any repairs or improvements before the lease term begins.

7. Improvements by Tenant. Tenant may make alterations and improvements to the premises after obtaining the Landlord's written consent, which will not be unreasonably withheld. At any time before this lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage caused by attaching the items to or removing them from the premises.

8. Tenant's Use of Premises. Tenant will use the premises for the following business purposes: used as a senior center. Tenant may also use the premises for purposes reasonably related to the main use.

9. Landlord's Representations. Landlord represents that:

- A. At the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations.
- B. The premises have not been used for the storage or disposal of any toxic or hazardous substance and Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substance from the property.

10. Utilities and Services. Landlord will pay for the following utilities and services:

- Electricity
- Gas
- Heat
- Air-Conditioning

These utilities and services listed above will be reimbursed to the Landlord at the rate of 29%. Landlord will submit an invoice to the Tenant of these charges, and tenant will make payment within 30 days of receipt by the Tenant.

- Water

Tenant will only pay for up to \$150.00 of the water utility bill. The utility and service costs paid by the tenant shall be reviewed annually by the landlord and the amount to be paid by the tenant may be amended at that time.

11. Maintenance and Repairs

- A. Landlord will maintain and make all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.
- B. Landlord will regularly clean and maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building and remove all litter so that the premises will be kept in an attractive condition.
- C. Tenant will clean and maintain Tenant's portion of the building so that it will be kept in an attractive condition.
- D. Tenant shall pay the sum of 5% of any rent obtained from a sublease to the landlord to be used for maintenance and repairs of the area leased by the tenant. If there is a balance at the end of each annual lease period which has not been used for maintenance or repairs, then said sum shall be returned to the tenant for that lease year.

12. Insurance

- A. Landlord will carry fire and extended coverage insurance on the building.
- B. Tenant will carry public liability insurance; this insurance will include Landlord as an insured party. The public liability coverage for personal injury will be in at least the following amounts:
 - \$1,000,000 per occurrence.
 - \$2,000,000 in any one year.
- C. Landlord and Tenant release each other from any liability to the other for any property loss, property damage, or personal injury to the extent covered by insurance carried by the party suffering the loss, damage, or injury.

D. Tenant will give Landlord a copy of all insurance policies that this lease requires Tenant to obtain.

13. Taxes

A. Landlord will pay all real property taxes levied and assessed against the premises.

B. Tenant will pay all personal property taxes levied and assessed against Tenant's personal property.

14. Subletting and Assignment. Tenant may sublet any part of the premises with the written consent of Landlord.

15. Damage to Premises

A. If the premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.

B. If Tenant is substantially deprived of the use of the premises for more than 90 days because of such damage, Tenant may terminate this lease by delivering written notice of termination to Landlord.

16. Notice of Default. Before starting a legal action to recover possession of the premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is given or mailed to Tenant.

17. Quiet Enjoyment. As long as Tenant is not in default under the terms of this lease, Tenant will have the right to occupy the premises peacefully and without interference.

18. Eminent Domain. This lease will become void if any part of the leased premises or the building in which the leased premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the premises by eminent domain pays for the value of Tenant's lease, its loss of business, and for moving and relocation expenses.

19. Holding Over. If Tenant remains in possession after this lease ends, the continuing tenancy will be from month to month.

20. Disputes

Litigation. If a dispute arises, either party may take the matter to court.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by the Knoxville City Council. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

Mediation and Possible Arbitration. If a dispute arises, the parties will try in good faith to settle it through mediation conducted by

_____.

a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by

_____.

an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator. Landlord need not participate in mediation or arbitration of a dispute unless Tenant has paid the rent called for by this lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

21. Additional Agreements. Landlord and Tenant additionally agree that:

none.

22. Entire Agreement. This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

23. Successors and Assignees. This lease binds and benefits the heirs, successors, and assignees of the parties.

24. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

(1) in person

(2) by certified mail, or

(3) by overnight courier.

25. Governing Law. This lease will be governed by and construed in accordance with the laws of the state of Iowa.

26. Counterparts. This lease may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

27. Modification. This lease may be modified only by a written agreement signed by all the parties.

28. Waiver. If one party waives any term or provision of this lease at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

29. Severability. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this lease invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

CITY OF KNOXVILLE, LANDLORD

KNOXVILLE SENIOR CENTER, TENANT

Brian J. Hatch, Mayor

Roy Richardson, President

Heather Ussery, City Clerk

RESOLUTION NO. 05-33-16

RESOLUTION APPROVING THE FINAL PLAT FOR TOMMY AND CLARA DE MOSS SUBDIVISION

BE IT ENACTED by the Council of the City of Knoxville, Iowa:

WHEREAS, Clara De Moss has completed all the requirements for the final plat for Tommy and Clara De Moss Subdivision and has submitted the appropriate documents to the Council for review; and

WHEREAS, City Staff has reviewed said documents and find them to be in order.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Knoxville, Iowa, that the Final Plat for Tommy and Clara De Moss Subdivision is hereby approved and the Officers of the City of Knoxville are hereby authorized to take such further action as deemed necessary in order to carry out the provisions of this Resolution.

PASSED AND APPROVED by the City Council this 16th day of May, 2016.

Brian J. Hatch, MAYOR

ATTEST:

Heather Ussery, CITY CLERK

RESOLUTION NO. 05-30-16

RESOLUTION PROPOSING THE DISPOSAL OF AN INTEREST IN REAL PROPERTY

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

The Council of the City of Knoxville, Iowa, hereby proposes disposal of interest in real property by sale which is described as follows:

The East Half of the Southwest Quarter of Block One (1) in John M. Jones Addition to The City of Knoxville, Marion County, Iowa, Except the North Six (6) Feet

Locally known as: 809 W. Jones, Knoxville, Iowa 50138

for the sum of one thousand dollars (\$1,000.00) and other good and valuable consideration. A public hearing will be held on the 6th day of June 2016 at 6:15 o'clock p.m. at the Council Chambers at City Hall of Knoxville, Iowa, at which time the Council will hear objections to the sale from any interested part.

The clerk is directed to publish notice of the hearing in conformance with State Law.

Brian J. Hatch, MAYOR

ATTEST:

Heather Ussery, CITY CLERK

MINUTES TO PROVIDE FOR THE
ISSUANCE OF BONDS

420024-35

Knoxville, Iowa

May 16, 2016

The City Council of the City of Knoxville, Iowa, met on May 16, 2016, at 6:15 o'clock p.m., at the City Hall, Knoxville, Iowa.

The meeting was called to order by the Mayor, and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

After due consideration and discussion, Council Member _____ introduced the resolution hereinafter next set out and moved that the resolution be adopted, seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

RESOLUTION NO.05-32-16

Resolution authorizing and approving a certain Loan Agreement, providing for issuance of \$2,715,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2016A, and providing for the levy of taxes to pay the same

WHEREAS, the City of Knoxville (the “City”), in Marion County, State of Iowa, previously issued its \$1,765,000 General Obligation Refunding Capital Loan Notes, Series 2007A, dated September 19, 2007 (the “2007 Notes”) a portion of which currently remains outstanding maturing on such dates and in such amounts and bearing interest at such rates as follows as follows:

	Principal	Interest
<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2016	\$140,000	3.95%
2017	\$150,000	4.00%
2018	\$150,000	4.05%
2019	\$160,000	4.05%

; and

WHEREAS, pursuant to the resolution (the “2007 Note Resolution”) authorizing the issuance of the 2007 Notes, the City reserved the right to call the portion of the 2007 Notes maturing in the years 2016 through 2019 for early redemption on any date on or after June 1, 2015, subject to the provisions of the 2007 Note Resolution; and

WHEREAS, the City has heretofore proposed to enter into a Loan Agreement (the “Essential Purpose Loan Agreement”), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$2,100,000 for the purpose of paying the costs, to that extent, of (1) current refunding the 2017 to 2019 maturities of the 2007 Notes, inclusive, (the “Callable 2007 Notes”); and (2) constructing street improvements, including incidental water, sanitary sewer, sidewalk and storm water drainage infrastructure (the “Street Project”), and has published notice of the proposed action and has held a hearing thereon on February 15, 2016; and

WHEREAS, the City also proposed to enter into a General Obligation Recreational Trails Improvement Loan Agreement (the “Rec Trails Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of constructing public recreation trails and related improvements (the “Rec Trails Project” together with the Street Project are hereinafter referred to as the “Projects”), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of July 20, 2015, no petition had been filed with the City asking that the question

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of entering into the Rec Trails Loan Agreement be submitted to the registered voters of the City;
and

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WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council has combined the Essential Purpose Loan Agreement and the Rec Trails Loan Agreement into a single loan agreement (the “Loan Agreement”) and has proposed to issue General Obligation Corporate Purpose and Refunding Bonds, Series 2016A (the “Bonds”) in evidence of its obligations thereunder; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the Bonds, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by Public Financial Management, Inc. (the “Financial Advisor”); and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City’s obligation under the Loan Agreement were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

WHEREAS, upon final consideration of all bids, the bid of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the “Purchaser”), was the best, such bid proposing the lowest interest cost to the City for the Bonds; and

WHEREAS, the Purchaser has executed a certain Official Bid Form/Sale Agreement with respect to the Loan Agreement and the Bonds, and the City has previously approved the Sale Agreement and has made provision for its execution and delivery; and

WHEREAS, the City has authorized the calling of the Callable 2007 Notes for early redemption on June 1, 2016 (the “Redemption Date”); and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Knoxville, as follows:

Section 1. The City shall enter into the Loan Agreement with the Purchaser, in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$2,715,000, for the purpose or purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 2. The Bonds, in the aggregate principal amount of \$2,715,000, are hereby authorized to be issued in evidence of the City’s obligation under the Loan Agreement. The Bonds shall be in the denomination of \$5,000 each, or any integral multiple thereof, shall be

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dated June 1, 2016, and shall mature on June 1 in each of the years, in the respective principal amounts, and bear interest at the respective rates, as follows:

<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>Date</u>	<u>Principal</u>	<u>Interest Rate</u>
2017	\$220,000	2.000%	2023	\$230,000	2.000%
2018	\$220,000	2.000%	2024	\$235,000	2.000%
2019	\$160,000	2.000%	2025	\$240,000	2.000%
2020	\$215,000	2.000%	2026	\$245,000	2.000%
2021	\$220,000	2.000%	2027	\$250,000	2.000%
2022	\$225,000	2.000%	2028	\$255,000	2.000%

Section 3. Bankers Trust Company, Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the “Registrar” or the “Paying Agent.” The City shall enter into an agreement (the “Registrar/Paying Agent Agreement”) with the Registrar, in substantially the form as has been placed on file with the City Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2025 to 2028, inclusive, prior to and in any order of maturity on June 1, 2024 or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2016. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall

be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration payment of the principal thereof and interest thereon shall be made to the registered owners, their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

Section 4. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City

identifies a qualified securities depository to replace DTC, the City will register and deliver replacement bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

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Section 5. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA COUNTY OF MARION
CITY OF KNOXVILLE

GENERAL OBLIGATION CORPORATE PURPOSE AND REFUNDING BOND, SERIES
2016A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
____%	June 1, ____	June 1, 2016	499674 ____

The City of Knoxville (the “City”), in the County of Marion, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of Bankers Trust Company, Des Moines, Iowa (hereinafter referred to as the “Bond Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2016, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owner at the address shown on such registration books. Interest will be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar.

This Bond is one of a series of General Obligation Corporate Purpose and Refunding Bonds, Series 2016A (the “Bonds”) issued by the City to evidence its obligation under a certain loan agreement, dated as of June 1, 2016 (the “Loan Agreement”), entered into by the City for

the purposes of paying the costs, to that extent, of (1) current refunding the 2017, 2018 and 2019 maturities of the General Obligation Refunding Capital Loan Notes, Series 2007A, dated September 19, 2007; (2) constructing street improvements, including incidental water, sanitary sewer, sidewalk and storm water drainage infrastructure; and (3) constructing public recreation trails and related improvements.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2015, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council adopted on May 16, 2016, approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2025 to 2028, inclusive, prior to and in any order of maturity on June 1, 2024 or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. All of such bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Bond Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of

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principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Knoxville, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, all as of June 1, 2016.

CITY OF KNOXVILLE, IOWA

By: (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Clerk

Registration Date: (Registration Date)

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned resolution.

BANKERS TRUST COMPANY
Des Moines, Iowa
Registrar

By: (Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	- as tenants in common	UTMA _____
TEN ENT	- as tenants by the entireties	(Cust) _____
JT TEN	- as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Bond Registrar for registration, authentication and delivery to or on behalf of the Purchaser, as determined by the City Council, upon receipt of the proceeds (the “Loan Proceeds”) from the sale of the Bonds, \$2,789,494.65, (such amount representing the par amount of the Bonds, plus original issue premium), and all action heretofore taken in connection with the sale and award of the Bonds is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds, \$21,049.50, shall be retained by the Purchaser as underwriter’s discount.

A portion of the Loan Proceeds (\$2,308,445.15) (the “Project Proceeds”) received from the sale of the Bonds shall be deposited in a dedicated fund or subfunds (the “Project Fund”), which is hereby created, to be used for the payment of (1) costs of the planning, designing, acquisition, undertaking and construction of the Projects; (2) costs of issuance of the Bonds; and (3) to the extent that Proceeds remain after the full payment of the costs set forth in (1) and (2), such Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the net proceeds (\$460,000) (the “Refunding Proceeds”) received from the sale of the Bonds shall be deposited into the Debt Service Fund and used to carry out the Refunding on the Redemption Date.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Project Proceeds and the Refunding Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2017,
sufficient to produce the net annual sum of \$269,900;

For collection in the fiscal year beginning July 1, 2018,
sufficient to produce the net annual sum of \$205,500;

For collection in the fiscal year beginning July 1, 2019,
sufficient to produce the net annual sum of \$257,300;

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of \$258,000;

For collection in the fiscal year beginning July 1, 2021, sufficient to produce the net annual sum of \$258,600;

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of \$259,100;

For collection in the fiscal year beginning July 1, 2023; sufficient to produce the net annual sum of \$259,500;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of \$256,800;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of \$260,000;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of \$260,100; and

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of \$260,100.

(Such taxes being supplemental and in addition to taxes previously authorized by the City for this purpose for collection in the fiscal year beginning July 1, 2016).

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Marion County, and the Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever. Any amount received by the City as accrued interest on the Bonds shall be deposited into such special account and used to pay interest due on the Bonds on the first interest payment date.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The City hereby designates the Bonds as “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 11. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 16, 2016.

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Mayor

Attest:

City Clerk

••••

On motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

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STATE OF IOWA
COUNTY OF MARION
:
CITY OF KNOXVILLE

SS

I, the undersigned, City Clerk of the City of Knoxville, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Council of the City relating to the authorizing of the redemption of outstanding bonds and the issuance of \$2,715,000 General Obligation Corporate Purpose and Refunding, Series 2016A, and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time in relation to the sale, issuance and disposition of such bonds.

I further certify that no appeal has been taken to the District Court from the decision of the City Council to issue such bonds or to levy taxes to pay the principal thereof and interest thereon.

WITNESS MY HAND this _____ day of _____, 2016.

City Clerk

(Please attach a copy of the bid of the successful bidder.)

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STATE OF IOWA

SS:

COUNTY OF MARION

I, the undersigned, County Auditor of Marion County, in the State of Iowa, do hereby certify that on the _____ day of _____, 2016, the City Clerk of the City of Knoxville, Iowa, filed in my office a certified copy of a resolution of such City shown to have been adopted by the Council and approved by the Mayor thereof on May 16, 2016, entitled: "Resolution authorizing and approving a certain Loan Agreement, providing for issuance of \$2,715,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2016A, and providing for the levy of taxes to pay the same," and that I have duly placed the copy of the resolution on file in my records.

I further certify that the taxes provided for in that resolution will in due time, manner and season be entered on the State and County tax lists of this County for collection in the fiscal year beginning July 1, 2017, and subsequent years as provided in the resolution, such taxes being supplemental and additional to taxes previously authorized by the City for this purpose for collection in the fiscal year beginning July 1, 2016.

WITNESS MY HAND this _____ day of _____, 2016.

County Auditor

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the City of Knoxville, Iowa (the “Issuer”), in connection with the issuance of \$2,715,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2016A (the “Bonds”), dated June 1, 2016. The Bonds are being issued pursuant to a resolution of the Issuer approved on May 16, 2016 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Beneficial Owner” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“Dissemination Agent” shall mean the Dissemination Agent, if any, designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Holders” shall mean the registered holders of the Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“State” shall mean the State of Iowa.

Section 3. Provision of Annual Reports.

(a) Not later than June 30 (the “Submission Deadline”) of each year following the end of the of the 2015-2016 fiscal year, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file on EMMA an electronic copy of its Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate in a format and accompanied by such identifying information as prescribed by the MSRB. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date. If the Issuer’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c), and the Submission Deadline beginning with the subsequent fiscal year will become one year following the end of the changed fiscal year.

(b) If the Issuer has designated a Dissemination Agent, then not later than fifteen (15) business days prior to the Submission Deadline, the Issuer shall provide the Annual Report to the Dissemination Agent.

(c) If the Issuer is unable to provide an Annual Report by the Submission Deadline, in a timely manner thereafter, the Issuer shall, or shall cause the Dissemination Agent (if any) to, file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer’s audited financial statements are not available by the Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(b) Tables, schedules or other information contained in the official statement for the Bonds under the following captions:

Property Valuations
Trend of Valuations
Larger Taxpayers
Direct Debt
Tax Rates

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which are available on EMMA or are filed with the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available on EMMA. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

(3) Unscheduled draws on debt service reserves reflecting financial difficulties.

(4) Unscheduled draws on credit enhancements reflecting financial difficulties.

(5) Substitution of credit or liquidity providers, or their failure to perform.

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.

(7) Modifications to rights of security holders, if material.

(8) Bond calls, if material, and tender offers.

(9) Defeasances.

(10) Release, substitution, or sale of property securing repayment of the securities, if material.

(11) Rating changes.

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) If a Listed Event described in Section 5(a) paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13) or (14) has occurred and the Issuer has determined that such Listed Event is material under applicable federal securities laws, the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(c) If a Listed Event described in Section 5(a) paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11) or (12) above has occurred the Issuer shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause to be filed, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in Section (5)(a) paragraphs (8) and (9) need not be given under this

subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or Annual Report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or

(b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing audited financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Report for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating

the material differences between the audited financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent, if any, shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: June 1, 2016

CITY OF KNOXVILLE, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

LOAN AGREEMENT

This Loan Agreement is entered into as of June 1, 2016, by and between the City of Knoxville, Iowa (the "City"), and Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"). The parties agree as follows:

1. The Purchaser shall loan to the City the sum of \$2,715,000, and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Corporate Purpose and Refunding Bonds, Series 2016A, in the aggregate principal amount of \$2,715,000 (the "Bonds").

2. The City adopted a resolution on May 16, 2016 (the "Resolution") authorizing and approving this Loan Agreement and providing for the issuance of the Bonds and the levy of taxes to pay the principal of and interest on the Bonds for the purpose or purposes set forth in the Resolution. The Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. In and by the Resolution, provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on the Bonds as the same will respectively become due.

3. The Bonds, in substantially the form set forth in the Resolution, shall be executed and delivered to or on behalf of the Purchaser to evidence the City's obligation to repay the amounts payable hereunder. The Bonds shall be dated June 1, 2016, shall be in denominations of \$5,000 or integral multiples thereof, shall bear interest, shall be payable as to principal on the dates and in the amounts, shall be subject to prepayment prior to maturity and shall contain such other terms and provisions as provided in the Bonds and the Resolution.

4. This Loan Agreement is executed pursuant to the provisions of Section 384.17A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF KNOXVILLE, IOWA

By _____
Mayor

Attest:

City Clerk

ROBERT W. BAIRD & CO., INC.
Milwaukee, Wisconsin

By _____
(Signature)

(Print Name and Title)

PAYING AGENT AND REGISTRAR AND TRANSFER AGENT AGREEMENT

This Agreement is entered into as of the date hereof between **BANKERS TRUST COMPANY**, Des Moines, Iowa (the “Agent”) and the **CITY OF KNOXVILLE, IOWA** (the “Issuer”).

1. **Definition of Terms**—The terms “item,” “receipt,” “transfer,” “turnaround,” “process,” “business day,” and other terms used throughout this Agreement shall be deemed to have the meanings provided in the regulations promulgated pursuant to the Securities Exchange Act of 1934 and the Code of Iowa as amended and in effect from time to time.

2. **Issuance Resolution Incorporated By Reference**—The Agent agrees to act on behalf of the Issuer pursuant to the terms of this Agreement and pursuant to the Issuer’s resolution (the “Resolution”) authorizing and providing for the issuance of \$2,715,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2016A, dated June 1, 2016 (the “Bonds”). The Resolution and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Resolution. In the event of inconsistent language between the Resolution and this Agreement, the terms of the Resolution shall prevail.

3. **Registrar Function**—The Agent shall maintain records of the identity of the owners of the Bonds in order to carry out its function as Registrar and upon request of the Issuer shall from time to time deliver to the Issuer records, documents and other writings made or accumulated in the performance of its duties as Registrar. In such capacity the Agent is authorized at any time upon the surrender for cancellation of the Bonds to register new Bonds for the principal amount of Bonds so cancelled and to redeliver such new Bonds.

4. **Transfer Agent Function/Charges**—The Agent is hereby directed to record and authenticate Bonds signed by or bearing the facsimile signatures of the officers of the Issuer authorized to sign Bonds in such names and in such amounts as the Issuer may direct.

The Agent shall make transfers from time to time upon the records of the Issuer of any outstanding Bonds and of Bonds issued in exchange therefor signed by the officers of the Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective in accordance with Section 554.8401, Code of Iowa. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

The Issuer and the Agent may also require payment by the person requesting an exchange or transfer of the Bonds of a service charge and a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Bond for the unredeemed portion of a Bond surrendered for redemption.

Upon request for cancellation of such Bonds the Agent shall record and authenticate new Bonds duly signed and deliver such Bonds to or upon the order of the person entitled thereto.

5. Paying Agent Function—The Agent is hereby authorized and shall make payments of principal and interest to the registered owners of the Bonds as follows:

(a) If payment is by check, at least three business days prior to each payment date and if payment is by wire transfer, at least one business day prior to each payment date, the Issuer will deposit with the Agent in such amount as is required to make such payment.

(b) On each payment date the Agent will pay the interest and principal due prior to the maturity date without surrender of the Bond. For final payment of principal and interest, the Agent, upon presentation and surrender of the matured or called Bond, will pay principal and interest to each registered owner of the Bonds as of the record date by mailing a check or wiring funds to each such owner. In any case where the date of maturity of interest on or principal of the Bond or the date fixed for redemption of any Bond shall be a Saturday or Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the day fixed for redemption. Provided, however, that payment of principal shall be made not later than the second business day after receipt of the matured Bond.

(c) When the Agent shall receive notice from the Issuer of its option to redeem Bonds prior to maturity, the Agent shall select the Bonds to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Bonds and the Resolution.

6. Form of Records—The records of the Agent shall be in such form as to be in compliance with standards issued from time to time by the Municipal Securities Rule Making Board of the United States and any other securities industries standard and the requirements of the Internal Revenue Code of 1986 and Chapter 76 of the Code of Iowa.

7. Confidentiality of Records—The Agent's records in connection with the Bonds shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7, Code of Iowa. The Agent agrees that its use of the records will be limited to the purposes of this Agreement and that the Agent will make no private use or permit any private access thereto.

8. Reliance Upon Certain Certifications and Representations—The Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate, or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned, or executed by a duly authorized person or persons or upon the instruction of any authorized officer of the Issuer or upon the advice of the Issuer's counsel; and may register any Bond or may refuse to register any such Bond if in good faith the Agent deems such refusal necessary in order to avoid any liability on the part of either the Issuer or the Agent, and the Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims, and liability for so relying or acting or refusing to act.

9. Rules and Regulations Governing Registration—The Agent shall comply at all times with such rules, regulations and requirements as may govern the registration, transfer and payment of registered Bond including without limitation Chapter 76 and Sections 554.8101 et seq., Code of Iowa, and standards issued from time to time by the Municipal Securities Rule Making Board of the United States and any other securities industries standard and the requirements of the Internal Revenue Code of 1986.

10. Signature of Officers—In case any of the officers of the Issuer whose manual or facsimile signature appears on any Bond or other record delivered to the Agent shall cease to be such officer prior to the registration, processing, or transfer thereof, the Agent may nevertheless process such documents as though the person signing the same or whose facsimile signature appears thereon had not ceased to be such officer unless written instruction of the Issuer to the contrary is received.

11. Record Date—For purposes of determining the registered owners of the Bonds the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Bonds (“Payment Date”) whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

12. Three Days Turnaround—The Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

13. Destruction of Cancelled Bonds—The Agent will promptly cancel and destroy all Bonds which have been spoiled, surrendered to it for transfer, or with respect to which principal, premium, if any, and interest owing on such Bonds has been paid, and will provide the Issuer with a Certificate of Destruction certifying as to the destruction of such cancelled Bonds.

14. Payment of Unclaimed Amounts—In the event any payment check representing payment of interest or principal on the Bonds is returned to the Agent or is not presented for payment or if any Bond is not presented for payment of principal or premium at the maturity or redemption date, if funds sufficient to pay such interest or principal shall have been made available to the Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or principal payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on its part under the Resolution or on, or with respect to, such interest or principal. The Agent’s obligation to hold such funds shall continue until the expiration of the escheat period in accordance with applicable laws, at which time the Agent shall surrender any remaining funds so held in accordance with the applicable escheat laws.

15. No Obligation to Invest—The Agent will have no obligation to invest any funds in its possession.

16. Compensation of the Agent—The Issuer will pay the Agent reasonable compensation for its services based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between the Agent and the Issuer. The Agent's compensation may include the amount of any attorney fees incurred by it under Section 17 hereof.

17. Bond Counsel—When the Agent deems it necessary or reasonable it may apply to Bond Counsel for the Issuer or such other law firm or attorney approved by the Issuer for instructions or advice.

18. Termination of Agreement—This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. At termination of the Agreement, the Agent shall deliver to the Issuer any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by the Issuer.

19. Examination of Records—The Issuer or its duly authorized agents may examine all records relating to the Bonds at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of the Issuer or the Agent. The Agent, on request, will furnish the Issuer with a list of the names, addresses, and other information concerning the owners of the Bonds or any of them.

20. Filing of Form 1099-INT. To the extent it is determined by the Agent or Bond Counsel for the Issuer that reports are required to be filed, the Agent agrees to comply with the provisions of the Internal Revenue Code with respect to the filing with the Internal Revenue Service and furnishing to recipients of interest on the Bonds copies of Form 1099-INT, or its substitute, annually.

21. Obligations, Rights and Privileges of the Agent—The Agent shall have, with regard to the particular functions it performs, the same obligation to the owner or owners of the Bonds and shall have the same rights and privileges the Issuer has in regard to those functions.

Dated as of June 1, 2016.

CITY OF KNOXVILLE, IOWA

By _____
Mayor

Attest:

City Clerk

**BANKERS TRUST COMPANY
AGENT**

By _____
Trust Officer

PAYING AGENT, BOND REGISTRAR AND TRANSFER AGENT FEE SCHEDULE

ADMINISTRATION FEE

- | | |
|--------------------------------------|------------------------------|
| • Book Entry Bonds | \$250 initial/\$500 annual |
| • Registered/Private Placement Bonds | \$500 initial/\$1,000 annual |

*Initial Fees paid at Closing

*Annual Fees paid at Interest/Principal Dates

ADDITIONAL SERVICES

- | | |
|-------------------------------------|--------------------------------|
| • Dissemination Agent | \$1,000 annual |
| • Placement of CDs or Sinking Funds | \$500 per set up/outside BTC |
| • Optional or Partial Redemption | \$300 |
| • Mandatory Redemption | \$100 |
| • Early Termination/Full Call | \$500 |
| • Tax credit bond filing | \$500 annual |
| • Disbursement Agent | \$5,000 initial/\$3,000 annual |
| • Disbursement Agent wires/check | \$10 per wire or check |
| • Paying Costs of Issuance | \$500 one-time fee |

CHANGES IN FEE SCHEDULE

Bankers Trust reserves the right to renegotiate this fee schedule.

Reasonable charges will be made for additional services or reports not contemplated at the time of execution of the Agreement or not covered specifically elsewhere in this schedule. Extraordinary out-of-pocket expenses will be charged at cost. However, this does not include ordinary out-of-pocket expenses such as normal postage and supplies, which are included in the annual fees quoted above.

Effective September 1, 2015