

City of Knoxville  
Regular City Council Meeting  
Monday, January 15, 2018 at 6:15 pm  
Municipal Building Council Chambers

1. Call To Order

**MEMBERS PRESENT:**

Mayor Brian Hatch \_\_\_\_, Council Member Megan Suhr \_\_\_\_, Council Member Cal Stephens \_\_\_\_, Council Member James Lane \_\_\_\_, Council Member Rick Kingery \_\_\_\_, Council Member Dylan Morse \_\_\_\_.

2. Citizen/Public Comments  
Discussion

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3. Consent Agenda

3.I. Approve City Council Minutes Of January 2, 2018

Documents:

[COUNCIL MINUTES 010218.PDF](#)

3.II. Accept Parks And Recreation Commission Minutes Of December 2017

Documents:

[DECEMBER 2017 MINUTES FOR COUNCIL.PDF](#)

3.III. Accept CSO End Of Year Comparison

Five years of CSO activity broken down by category

Documents:

[YEARLY COMPARISON 2013-2017.PDF](#)

3.IV. Accept December CSO Report

Documents:

[CSO DECEMBER 2017 MEMO.PDF](#)

3.V. Accept KPD 2017 End Of Year Report

Documents:

[2008-2017 YEARLY COMPARISONS.PDF](#)  
[2017 EOY MEMO.PDF](#)

3.VI. Approve Class C Beer Permit For Kline's Quick Time

3.VII. Approve Class C Liquor License For Red Rock Grill And Still

3.VIII. Approve Special Class C Liquor License For Deng's Garden

4. Item Agenda

- 4.I. FY 2018-19 Recommended Budget Presentation
- 4.II. Approve Change Of Next Meeting Date From February 5th To February 6th, 2018
- 4.III. Approve Using Hotel/Motel Funds To Upgrade Current City Website
- 4.IV. Approve Resolution Authorizing City Manager And City Clerk To Execute Proxy For Agreement Regarding The Revised Iowa Risk Management Agreement With Iowa Communities Assurance Pool

Documents:

[RES 010318 ICAP PROXY.PDF](#)

- 4.V. Approve First Consideration, Possible Waive Second And Third Consideration And Adopt An Ordinance Amending The Code Of Ordinances Of The City Of Knoxville, Iowa By Amending Provisions Pertaining To Alarms

Documents:

[COUNCIL LETTER 2018 ALARM FEES.PDF](#)  
[ORDINANCE 1801 ALARMS.PDF](#)

- 4.VI. Approve First Consideration, Possible Waive Second And Third Consideration And Adopt An Ordinance Amending The Code Of Ordinances Of The City Of Knoxville, Iowa By Amending Provisions Pertaining To Golf Cart And Off Road Vehicle Operations In The City

Documents:

[ORDINANCE 1802 GOLF CARTS.PDF](#)

- 4.VII. Approve First Consideration, Possible Waive Second And Third Consideration And Adopt An Ordinance Amending The Code Of Ordinances Of The City Of Knoxville, Iowa By Adding A New Chapter Regarding The Use Of Golf Carts And Utility Trail Vehicles On City Streets

Documents:

[ORDINANCE 1803 GOLF CARTS UTV.DOCX](#)  
[COUNCIL LETTER GOLF CARTS.PDF](#)

- 4.VIII. Approve Purchase Agreement Between The City Of Knoxville And Knoxville Community School District

Documents:

[PURCHASE AGREEMENT - KNOXVILLE EAST ELEMENTARY.PDF](#)

- 4.IX. Approve Lease Agreement Between The City Of Knoxville And Knoxville Community School District

Documents:

[STORAGE LEASE.PDF](#)

- 4.X. Approve 28E Agreement Between The City Of Knoxville And Knoxville Community School District

Documents:

JOEL TONDA TENNIS COMPLEX AND OUTDOOR BASKETBALL COURT  
28E AGREEMENT.PDF

4.XI. Approve Payment Of Claims

5. Reports

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

6. Adjourn To Closed Session According To Section 21.5 (C)(Potential Litigation) Of The Iowa Code

6.I. Closed Session

7. Reconvene In Open Session And Council Action As Needed

8. Adjourn

Motion \_\_\_\_\_ Second \_\_\_\_\_

Vote \_\_\_\_\_ Time \_\_\_\_\_

\_\_\_\_\_  
Jodi Bellon, City Clerk

# COUNCIL MINUTES

## January 2, 2018

The City Council of the City of Knoxville, Iowa convened in regular session Tuesday, January 2, 2018 at 6:15p.m. in the City Hall Council Chambers. Mayor Brian Hatch presided and the following Council Members were present: Megan Suhr, Cal Stephens, Dylan Morse and James Lane. Staffs present were City Manager Aaron Adams, Assistant City Manager Heather Ussery and Fire Chief Jim Mitchell.

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

Motion by Suhr; second by Kingery to approve the consent agenda with amendment to December 18, 2017 council minutes and to remove the affirmation of City Attorney Bob Stuyvesant from consent and add to item agenda, all ayes.

1. Approve City Council Minutes of December 18, 2017
2. Accept Library Board Minutes of December 20, 2017
3. Designate Official Newspaper for the City of Knoxville- Knoxville Journal Express
4. Approve Resolution Approving Tax Abatement for Construction of a New Single-Family Dwelling
5. Approve Resolution Approving Tax Abatement for Construction of New Commercial Property
6. Schedule 2018 City Council Meetings
7. Accept December SRO Report
8. Approve November 2017 Financials

Mayor Hatch opened the discussion regarding the affirmation of City Attorney Bob Stuyvesant. Council Member Kingery asked staff for clarification regarding the process of hiring an attorney and if it was possible to bid the position. City Manager Adams stated the position isn't one that is bid out each year and discussed the importance to have consistency in the position. Council discussed moving forward with the plan to research other firms and prices within the next year. Motion by Morse; seconded by Stephens to approve affirmation of City Attorney Bob Stuyvesant, ayes: Lane, Morse, Suhr, Stephens, nay: Kingery.

Chamber Board President Megan McKay updated Council on the current board and objectives for the Knoxville Chamber of Commerce for the upcoming year. McKay discussed the importance of having a qualified executive director and would be coming to council with a request for Hotel Motel funds to support the position.

Motion by Suhr; seconded by Morse to approve new city entrance signage, all ayes. Assistant City Manager Heather Ussery discussed the idea behind the design for the new signage and the ability to have consistency at all five entrances into the city. Ussery stated the ability to keep the current masonry brought the project cost lower than originally budgeted for a total of \$8,398. City Manager Aaron Adams stated staff would be coming forward with a request to use the savings towards upgrade to the current city website as well as using funds towards upgrades at the recreation center.

Motion by Morse; second by Kingery to approve payment of claims; all ayes.

85342	AARON ADAMS	MILEAGE	115.56
85343	AHLERS AND COONEY PC	UNION NEGOTIATIONS	79.50
85344	KEEPITSAFE, INC.-LIVEVAULT	90 DAY	162.87
85345	BARCO MUNICIPAL PRODUCTS INC	SIGN POST SHIPPING	113.94

85346	BROWN'S SANITATION	STREET SHOP	636.00
85347	CENTRAL IOWA DISTRIBUTING INC	CLEANING SUPPLIES	864.80
85348	CINTAS	FIRST AID KIT	42.77
85349	CITY OF KNOXVILLE	RANDY PUYEAR PREMIUM	143.83
85350	CREATIVE FORMS & CONCEPTS INC	ACCOUNTS PAYABLE CHECKS	465.92
85351	CUSHMAN EXCAVATION	REPLACE MAN HOLE CASTING	1,455.00
			134,128.0
85352	ELLIOTT EQUIPMENT COMPANY	2013 INTERNATIONAL ST SWEEPER	0
85353	EMPLOYEE BENEFIT SYSTEMS	SAFE-T FUND	9,562.74
85354	EXCEL MECHANICAL CO INC	REPLACE METHANE SWITCH	531.50
85355	LANCE EYSINK	BOOT REIMBURSEMENT	54.83
85356	FINISH LINE LAUNDRY LLC	MONTHLY MAT SERVICE	140.00
85357	FIRE RECOVERY EMS	NOVEMBER RESCUE PAYMENTS	2,706.70
85358	HAWKEYE TRUCK EQUIPMENT	SNOW PLOW	9,895.00
85359	IDALS	APPLICATOR LICENSE-BLACKFORD	15.00
85360	IOWA POLICE CHIEFS ASSOCIATION	MEMBERSHIP DUES - LOSADA	125.00
85361	WINDSTREAM	ALARM LINE	76.97
85362	JOHNSTONE SUPPLY	FLOW SWITCH	122.92
85363	KADETH, INC	CONTRACTUAL IT SUPPORT	1,154.16
85364	KEYSTONE LABORATORIES INC	MONTHLY POOL & SPA TESTING	46.60
		MONTHLY CONTRACTUAL	
85365	KNOXVILLE AVIATION	SERVICES	3,467.91
85366	KNOXVILLE FARM & HOME INC	NON-DETERGENT 30#	181.15
85367	KNOXVILLE WATER WORKS	LOCATES - FAX	683.00
85368	LISCO	MONTHLY INTERNET	2,142.64
85369	LOVE'S WILDLIFE CONTROL	REMOVE BEAVERS - S ROCHE	856.00
85370	MARION COUNTY RECORDER	THEATER EASEMENT	27.00
85371	MC CORKLE HARDWARE INC	PALLET OF ICE MELT	438.50
85372	MEDICAP PHARMACY	EMPLOYEE FLU SHOTS	70.00
85373	MENARDS	GEAR DRYER PARTS	88.56
85374	MICHAEL TODD AND COMPANY INC	CARBIDE BLADE	687.23
85375	MIDAMERICAN ENERGY COMPANY	301 W RENO	455.16
85376	MIDWEST OFFICE TECHNOLOGY INC	MONTHLY COPIER MAINTENANCE	407.22
85377	MINUTEMAN INC.	PO BOOKS	734.28
85378	JOHNATHAN MITCHELL	REIMBURSEMENT - SUPPLIES	99.46
85379	JOSEPH MITCHELL	EMT PRACTICAL TEST FEES	235.00
85380	CROSSROADS 5/92 NAPA	5 GALLON ROTELLA	169.79
85381	O'REILLY AUTOMOTIVE INC	BLUE DEF	51.08
85382	OFFICE DEPOT	FILE CABINET	381.59
85383	OTTUMWA COURIER	FINANCIAL REPORT	470.08
85384	PITNEY BOWES	POSTAGE METER RENTAL	225.00
85385	PRAXAIR DISTRIBUTION INC	OXYGEN	154.77
85386	PURCHASE POWER	POSTAGE	55.12
85387	RACEWAY TIRE & EXHAUST	SERVICE - 2016 IMPALA	30.00
85388	RAMAEKER SCREEN PRINTING	T-SHIRT & SWEATSHIRTS	372.88
85389	RAY O'HERRON CO INC.	FINANCE CHARGES	6.00
85390	REC SUPPLY	2 FLIPPERS	54.65
85391	ROCKMOUNT RESEARCH ALLOYSINC	SHIPPING	33.26
85392	ROMAR	AIR FILTERS	24.95
85393	SOUTHEASTERN EMERGENCY EQUIP	MEDICAL SUPPLIES	505.82
85394	SPAHN & ROSE LUMBER	PLYWOOD	486.01

85395	STERLING CODIFIERS INC	2018 HOSTING FEE	500.00
85396	TCF EQUIPMENT FINANCE	2016 AMBULANCE FIN PYMT	40,427.45
85397	TRUE VALUE HARDWARE INC.	ENTRY LOCK SET	162.11
85398	US CELLULAR	HOT SPOTS	527.24
85399	VERIZON	HOT SPOT	160.04
85400	VILLAGE CLEANERS	ALTERATIONS - VERROS	5.00
85401	VISA	BAR FLOAT - WATER FITNESS	1,420.23
85402	WALMART COMMUNITY	MICROSOFT OFFICE PACKAGE	965.70
85403	ABC PEST CONTROL	MONTHLY PEST CONTROL	39.85
85404	ALIBRIS	5TH AVE	41.88
85405	AMPERAGE CREATIVE SOURCES	MILEAGE 11/16/17	36.48
85406	BAKER & TAYLOR	42 BOOKS	2,686.73
85407	BINN'S & SONS TREE SERVICE LLC	TREE REMOVAL	900.00
85408	CENTER POINT LARGE PRINT	INV 1532224	129.42
85409	FUNNY TIMES SUBSCRIPTIONS	1 YEAR SUBSCRIPTION	26.00
85410	GARETH STEVENS	HALLOWEEN CRAFTS	19.95
85411	HERRMANN COMPUTER SERVICES	PROJECTOR CABLE	14.86
85412	JOURNAL EXPRESS	AD FOR GARAGES	91.80
85413	KNOXVILLE FARM & HOME INC	KEYS	3.98
85414	MENARDS	TOILET SEAT	35.90
85415	OLSSON ASSOCIATES	GEOTECHNICAL EXPLORATION	5,300.00
85416	QUALITY SCENT	DEODORIZER	24.00
85417	QUILL CORPORATION	LABELS & PAPER	58.61
85418	HOLLY SHELFORD	REIMBURSEMENT LIBRARY GAMES	27.48
85419	XEROX CORPORATION	OVERAGE	227.67
85420	AFLAC	AFLAC-DIS/POST	310.13
85421	COLLECTION SERVICES CENTER	CHILD SUPPORT	1,363.26
85422	ICMA RETIREMENT TRUST	ICMA	1,030.39
85423	MUNICIPAL FIRE & POLICE	MFPRSI	21,267.44
85424	KNOXVILLE FIRE & RESCUE ASSC	FIRE DUES	72.96
85425	CITY OF KNOXVILLE	SLF FND BEN-F	11,865.72
85426	DELTA DENTAL OF IOWA	DELTA DENTAL	492.96
85427	COLONIAL LIFE	COLONIAL LIFE	22.85
85428	PLIC-SBD GRAND ISLAND	LIFE INSURANCE	754.54
85429	EMPLOYEE BENEFIT SYSTEMS	HEALTH SGL BEN	24,482.76
85430	ALLIANT ENERGY	1301 W PLEASANT	5,124.62
85431	AMERICAN WATER WORKS ASSOC	AWWA MEMBERSHIP - MURPHY	230.00
85432	AUGUST ENTERPRISES LLC	ASBESTOS INSPECTION - EAST ELE	1,450.00
85433	BROWN'S SHOE FIT COMPANY	BOOTS - H. MARSHALL	15.00
85434	BSN SPORTS	BASKETBALLS	198.78
85435	CLIA LABORATORY PROGRAM	CLIA CERTIFICATE	150.00
85436	ZACH CUPPLES	BOOT REIMBURSEMENT	106.95
85437	DATA TECHNOLOGIES INC	W-2 FORMS	179.95
85438	DIGITAL ALLY INC	BWC'S (4)	2,795.00
85439	HY-VEE INC	DISTILLED WATER	13.98
85440	I.S.C.I.A.	INVESTIGATOR CONF AARON FULLER	300.00
85441	JEO CONSULTING GROUP, INC	COMPREHENSIVE PLAN UPDATE	703.75
85442	KADETH, INC	MONTHLY IT SERVICE	5,665.02
85443	KARL CHEVROLET	2017 CHEVY TAHOE	34,148.86
85444	KARL EMERGENCY VEHICLES	EQUIPMENT INSTALL '18 DURANGO	5,817.56

85445	KEYSTONE LABORATORIES INC	NOVEMBER TESTING	1,276.70
85446	KNOXVILLE WATER WORKS	SEWER RENT COLLECTION	4,166.67
85447	MARION COUNTY HUMANE SOCIETY	21 ANIMALS	1,660.25
85448	MARION COUNTY RECORDER	QUIT CLAIM DEED - JOHNSON	36.00
85450	MIDAMERICAN ENERGY COMPANY	1703 E PLEASANT ST	14,140.68
85451	MIDWEST OFFICE TECHNOLOGY INC	CONTRACT	33.00
85452	MOTOR INN OF KNOXVILLE	2018 DURANGO SHIFT ASSEMBLY	99.74
85453	CROSSROADS 5/92 NAPA	TRACTOR HYDRAULIC FLUID	133.47
85454	OFFICE DEPOT	PAPER	53.20
85455	PETTY CASH POLICE DEPT	CAR WASH REIMBURSEMENT	8.00
85456	PUBLIC FINANCIAL MANAGEMENT	17-18 RETAINER FEE	8,000.00
85457	RAMAEKER SCREEN PRINTING	BASKETBALL SHIRTS	204.00
85458	SCI COMMUNICATIONS INC	PHONE/WIRING PROJECT	38,076.07
85459	K & L THOMPSON, LLC	TIRE REPAIR (A936)	31.76
85460	SHIFFLER/ASSOCIATES ARCHS	CONSULT STATION DESIGN	222.25
85461	SNYDER & ASSOCIATES INC	2017 STREET PROGRESS #23	4,751.85
85462	SOUTHEASTERN EMERGENCY EQUIP	VACUUM SPLINT	168.27
85463	SPRINT AQUATICS	SWIM CAPS	328.85
85464	STUYVESANT,BENTON & JUDISCH	MONTHLY RETAINER	2,000.00
85465	US CELLULAR	CELL PHONES (A937 & 938)	252.73
85466	HEATHER USSERY	SCCM - NEWTON	31.32
85467	WEILER	CONCRETE BACKER PLATE	633.34
85468	WEX BANK	POLICE	5,581.46
1316878			
7	TREASURER-STATE OF IOWA	SEWER SALES TAX	5,128.00
1316879			
6	MASSMUTUAL	HARTFORD	63.86
1316879			
7	IA PUBLIC EMPLOYEES RETIREMENT	IPERS - REGULAR	20,499.64
1316879			
8	TREASURER STATE OF IOWA	STATE TAX	8,919.00
1316879			
9	IRS WITHHOLDING PAYMENTS	FED/FICA TAX	22,462.05
1316880			
0	TOTAL ADMINISTRATIVE SERVICES	FLEX- MEDICAL	843.02
1316880			
1	TOTAL ADMINISTRATIVE SERVICES	WATER DEPT TASC	107.68
1316880			
2	IRS WITHHOLDING PAYMENTS	FED/FICA TAX	69.16

Under Mayors report, Mayor Hatch reminded everyone of the Spring into Parks meeting on January 15<sup>th</sup>.

Under City Managers report, City Manager Aaron Adams reminded everyone of the other THRIVE Knoxville event meeting for the Fourth of July on January 11<sup>th</sup>.

Motion by Kingery; second by Morse to adjourn at 7:15 pm; all ayes.

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Brian Hatch, Mayor

ATTEST:

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Heather Ussery, Assistant City Manager



City of Knoxville Parks and Recreation Commission  
Agenda January 8, 2018 5:30 PM  
**Meeting at the Recreation Center**

**1. Roll Call**

\_\_\_\_\_ Jyl DeJong \_\_\_\_\_ Aaron Fuller \_\_\_\_\_ Scott Pitt \_\_\_\_\_ Julie Konrad \_\_\_\_\_ Brandy Snodgrass  
\_\_\_\_\_ Brandon Nemmers \_\_\_\_\_ Angie Jones \_\_\_\_\_ Olivia Crawford

**2. Minutes of December 11, 2017 Meeting**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**3. Presentation from Snyder and Associates on Young's Park Improvements**

**4. Reports**

**5. Adjournment**

Motion \_\_\_\_\_ Second \_\_\_\_\_ Vote \_\_\_\_\_

**Knoxville Recreation Center Commission**

Minutes for December 11, 2017 at 5:30 p.m.

**Members present:** Snodgrass, Pitt, Fuller, Konrad and Nemmers

**Minutes for October 9, 2017:** The minutes were reviewed. A motion was made by Pitt to approve, Konrad seconded the motion and it was passed unanimously.

**Agenda / Reports:**

Brandon went through his monthly report. Notable items are:

1. Items requested in the new budget will be: new locker room benches, two treadmills, a Smith Machine, sidewalk replacement in front of the Center, and some interior doors. In the parks budget, items requested are: a new mower, natural vegetation for Edward's Park pond, and other small items.
2. Still working on easements for the bike trail.
3. The tennis and basketball courts as well as the Young's Park projects are still in the works.
4. Power volleyball continues to be popular.

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

1. Class numbers are holding steady.
2. Our annual Holiday Fit-Fair was this past Thursday evening from 6-8pm.

Brandon went through Olivia's report. Notable items are:

1. Swim team is going well. We had many swimmers qualify for State and Regional's.
2. There is a new water class called Water Winter Wonderland.
  - a. New equipment has been purchased for this class.

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

Respectfully submitted,

Aaron Fuller

## January 2018 Parks and Recreation Commission Meeting Monthly Report

### Director:

We had our annual pool inspection from Marion County Environmental Health in December. They gave us a great report and praised our staff for doing a great job.

We are looking for another Building Supervisor (Front Desk). This position will work nights and weekends. We will be taking applications through January 12.

Kindergarten/first grade basketball has begun at West Elementary. This program is held on Tuesday evenings in January.

I have submitted the Parks and the Recreation budget. There will be a budget discussion at the January 15 council meeting. I will keep you informed on how everything goes.

Shelter rentals continue to roll in for the April 15-October 15 time frame. Recreation Center rentals/birthday parties are remaining pretty steady as well.

We will be hosting the 6<sup>th</sup>/7<sup>th</sup> graders from Knoxville School district in January for a day of swimming and playing in the gym.

I have received the easements for the trail project and will be getting signatures soon. Once all of these signatures are secured we will go out for bid on the project.

The tennis courts/basketball court project continue to move forward. I will provide you with a layout at the meeting.

Tim West from Snyder and Associates will provide an update on the layout/timeline for Young's Park improvements at the meeting.

I will be posting in the next month or so our seasonal job openings for the Parks. Most of these positions will begin in April.

Pella Corporation has requested another meeting about the grant for trails. I will provide more information when this meeting happens this month.

A reminder that we follow the weather delay/cancellation policy of the Knoxville School district. When school is delayed/cancelled due to inclement weather we will not have morning lap swim, morning fitness classes, noon fitness classes, and adult open swim.

## **Aquatics Supervisor:**

### **Swim Team**

We just hosted our first home swim meet on December 30<sup>th</sup>. We had a great meet against Pella. We have another home swim meet coming up on January 13<sup>th</sup>. I continue to have swimmers making the State and Regional time cuts. The regular swim season will end in February and I am looking forward to more swimming in 2018!

### **Swim Lessons**

Kevin and I are working to form our Adult Swim Lessons program that will roll in February on Tuesday and Thursday nights. This program will be for beginning swimmers. I am excited to offer a swim program for adults who want to learn how to swim.

## **Wellness Supervisor:**

Our classes are holding well in spite of the weather issues this year. Our first full day of classes was Tuesday the 2<sup>nd</sup> and we had full classes at 4pm, 5:30pm, and even 6:20pm. I was pleased to see the latest slot have numbers since I have been watching that time slowly decline. We added a new format to our fitness team called AMPD and it looks as if it will be successful. It was the 6:20pm class on Tuesday.

We chose not to cut classes in the last 2 weeks of December due to many requests of keeping them on the schedule. In the past we have always had no classes for the last 2 weeks. Next year we will try and cut the schedule back to keep options on the schedule but not cut entirely. Our class patrons are very dedicated in the morning fitness classes but I have found the evening time slots have more family people who are busy with children and their activities.

Personal training continues to trend up. We have many clients who are seeking better quality of life through functional personal training and we fill that need regularly and continually.

I am pleased with our fitness staff and have worked hard this past year to get most of my staff cross trained into each other's formats so that when a sub needs to step in, or the instructor needs a break, this can be done seamlessly for the class patrons. This also aids in strengthening the instructor by having different modalities and less stress on the body. This year we will all be rotating classes to keep our knowledge fresh and fun for both instructor and class members.

# MEMBERSHIP DEMOGRAPHICS

## Active Memberships

Code	Description	Memberships (Res/NonRes)	Members (Res/NonRes)
ADCP	Adult Couple	36 (36/0)	72 (72/0)
ADLT	Adult Membership	209 (209/0)	209 (209/0)
CHLD	Child Membership	16 (16/0)	16 (16/0)
FAM3	Family Membership - 3	43 (43/0)	129 (129/0)
FAM4	Family Membership - 4	37 (37/0)	148 (148/0)
FAM5	Family Membership - 5+	53 (53/0)	329 (329/0)
HS	High School Membership	9 (9/0)	9 (9/0)
P/CH	Parent/Child Membership	29 (29/0)	58 (58/0)
SEN	Senior Citizen (60+)	119 (119/0)	119 (119/0)
SNCP	Senior Citizen Couple	42 (42/0)	83 (83/0)
SRSP	Senior Couple Split	4 (4/0)	8 (8/0)

	Total	Resident	Non Resident
<b>Annual Memberships</b>	<b>455</b>	<b>455</b>	<b>0</b>
<b>Semi-Annual Memberships</b>	<b>28</b>	<b>28</b>	<b>0</b>
<b>Quarterly Memberships</b>	<b>55</b>	<b>55</b>	<b>0</b>
<b>Monthly Memberships</b>	<b>59</b>	<b>59</b>	<b>0</b>
<b>Daily Use Pass Memberships</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total Memberships</b>	<b>597</b>	<b>597</b>	<b>0</b>
<b>Total Members</b>	<b>1180</b>	<b>1180</b>	<b>0</b>

## CSO Yearly Activity Comparison

	2017	2016	2015	2014	2013
Abandoned/Dangerous Building	1	6	3	2	4
Brush Pile	0	10	7	1	0
Camper Parked in City Right of Way/ Front Yard	1	0	0	1	1
Chicken Permit	1	2	10	3	2
Debris Storage	109	79	94	100	53
Dead Tree	0	0	0	1	0
Dogs / Cats ( number above legal limit)	2	0	1	3	1
Dog Waste on property of others	2	0	0	2	0
Exterior Wall Surface	0	0	5	5	3
Gravel Driveway in the street	2	4	1	1	0
Grass Clippings in the Street	1	0	5	7	0
Junked Vehicles	63	35	41	22	32
Holes in Roof	1	0	0	0	3
Mandatory Garbage	38	37	56	36	42
Mowing/Weeds	106	263	323	164	78
Noxious Smell	0	0	0	0	1
Outdoor Storage of Occupational Materials	2	0	0	2	1
Parking in Yard	60	21	47	66	22
Refuse	30	29	50	34	39
Right of Way Obstructed	5	0	1	3	4
Satellite Dish Antenna	0	0	0	19	0
Signs in Right of Way	2	17	1	4	2
Setback Requirement	0	0	1	1	0
Snow on Sidewalks	19	92	43	120	37
Swimming Pool	0	0	0	2	0
Tree on Roof	0	0	1	0	1
Other	53	54	40	0	0
<b>TOTAL</b>	<b>498</b>	<b>649</b>	<b>730</b>	<b>599</b>	<b>326</b>
Parking Tickets Issued	624	533	456	613	302
Properties Inspected	435	582	631	586	not tracked
Contact with Properties owners/residents	448	576	609	377	313
Municipal Citations Issued	16	13	13	9	8
Court Appearances	1	0	0	12	7
Work Hired Out or done by City Crews at Properties	25	64	102	211	34



# Memo

**To:** City Council  
**From:** Chief Dan Losada  
**Date:** January 15, 2018  
**Re:** December CSO Report

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In **December 2017** , the Community Service Officer Arlene Worrall spent 68 hours on Code Enforcement issues and 84 hours in the Police Department Records. Part Time CSO II Randy Emal worked 70 hours this month. Together the CSOs worked on the following issues.

Debris Storage	5	
Junk Vehicle	1	
Parking in Yard	5	
Mandatory Garbage	0	
Nuisance Structure	in need of repairs	3
Refuse	2	
Snow Removal	19	
Citations Issued	1	(refuse in yard)
Court Dates	0	
Parking Citations	47	
Properties Inspected	29	
Property Owners /Residents Contacted	32	
Work Hired Out;	0	

# Knoxville Police Department

## 2008 - 2017 Yearly Comparison Stats

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	3 Year Average	10 Year Average
<b>Towed Vehicles</b>	45	59	77	73	94	92	100	86	125	167	126	92
<b>ACCIDENTS</b>												
Over\$1500	102	120	94	72	93	86	84	67	67	72	69	86
Under \$1500	74	67	83	68	59	92	53	67	82	65	71	71
Reported - No Report Made	24	21	17	15	12	0	10	16	6	12	11	13
Hit and Run	17	10	7	14	18	22	19	19	23	13	18	16
Pedestrian/Bicyclist Injured	3	3	2	0	0	4	1	0	2	3	2	2
Persons Killed	2	0	1	0	0	1	0	1	1	0	1	1
<b>Total Accidents</b>	222	221	204	169	182	205	235	177	202	178	186	200
<b>Total Persons Injured</b>	30	25	24	20	24	21	20	13	26	17	19	22
<b>ALARMS (10-90'S)</b>	143	125	186	156	103	104	129	128	155	113	132	134
<b>ANIMAL COMPLAINTS</b>												
People Bitten	10	9	12	13	19	22	18	11	19	14	15	15
Dog Complaints/Reports	527	482	415	461	508	459	397	365	386	441	397	444
Dog/Cat Letters	48	36	43	45	32	27	17	12	10	15	12	29
Other Complaints	178	165	175	159	201	153	171	173	169	179	174	172
Charges Filed/Animals	27	49	61	41	58	68	56	82	43	71	65	56
Animals Taken to Shelter	N/A	174	176	154	202	179	149	201	178	195	191	179
<b>ARRESTS</b>												
Assaults	89	65	43	57	51	26	24	22	28	17	22	42
Assaults on Officers	12	4	7	2	5	2	4	6	2	2	3	5
Arson/Reckless Use of Fire	1	0	3	3	0	2	2	1	1	0	1	1
Child Endangerment/Abuse/Neglect	7	4	3	5	4	15	8	3	8	6	6	6
Controlled Substance	20	24	35	24	18	35	23	53	64	63	60	36
Criminal Trespass	7	23	15	16	6	10	12	19	34	13	22	16
Disorderly Conduct/Disturbing the Peace	16	45	44	21	24	21	25	20	31	28	26	28
Domestic Abuse	40	41	24	29	49	35	26	40	33	36	36	35
Drug Paraphernalia	19	15	29	23	28	47	53	57	81	74	71	43
Drug Tax Stamp Violation	11	0	4	5	0	10	14	3	1	0	1	5
False Information to Officer	2	1	4	3	2	4	4	4	7	3	5	3
Forgery	4	2	5	1	9	6	2	16	39	17	24	10
Fraud	3	2	0	3	0	21	5	4	7	3	5	5
Harassment	35	8	5	6	15	28	34	14	7	8	10	16
Identity Theft	4	0	0	1	0	0	0	0	4	1	2	1
Indecent Contact W/ a Child	0	1	1	0	0	0	1	0	0	0	0	0
Indecent Exposure	0	0	0	1	0	0	0	0	0	0	0	0



# Knoxville Police Department

## 2008 - 2017 Yearly Comparison Stats

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	3 Year Average	10 Year Average
Interference W/ Official Acts	24	26	14	18	14	27	20	20	35	29	28	23
Kidnapping/False Imprisonment	0	1	0	1	0	0	0	1	1	1	1	1
Murder	0	0	0	0	0	0	0	0	0	0	0	0
Attempted Murder	0	0	0	1	0	0	0	0	0	0	0	0
Possession of Prescription Drugs	4	5	5	3	7	21	37	9	23	12	15	13
Possession of Tobacco	19	23	17	28	21	24	18	24	16	11	17	20
Public Intoxication	79	107	93	75	81	56	71	34	43	27	35	67
Robbery	0	0	0	2	1	0	0	1	0	0	0	0
Sexual Abuse	1	4	6	3	2	4	6	3	4	8	5	4
Sexual Assault	4	1	0	0	0	1	0	0	1	0	0	1
Telephone Harassment	0	0	0	1	0	0	0	0	0	0	0	0
Violation of Non Contact Order	10	18	7	13	19	41	30	23	20	40	28	22
Warrants	97	82	81	95	76	65	98	102	188	179	156	106
<b>TOTAL ARRESTS</b>	<b>340</b>	<b>359</b>	<b>358</b>	<b>336</b>	<b>328</b>	<b>297</b>	<b>354</b>	<b>307</b>	<b>433</b>	<b>410</b>	<b>383</b>	<b>352</b>
<b>INDIVIDUALS CHARGED</b>	<b>122</b>	<b>133</b>	<b>139</b>	<b>140</b>	<b>154</b>	<b>163</b>	<b>132</b>	<b>125</b>	<b>117</b>	<b>111</b>	<b>118</b>	<b>134</b>
<b>CASES (TOTAL)</b>	<b>1029</b>	<b>989</b>	<b>1021</b>	<b>995</b>	<b>1025</b>	<b>976</b>	<b>1023</b>	<b>1038</b>	<b>1066</b>	<b>1122</b>	<b>1075</b>	<b>1028</b>
<b>ASSISTS</b>												
Motorist Assists	252	196	227	188	163	152	166	170	161	152	161	183
Other Assists	332	356	210	221	227	217	168	144	157	153	151	219
Welfare Checks	137	169	110	125	115	139	128	146	152	180	159	140
<b>BIKE CALLS/REPORTS</b>	<b>80</b>	<b>64</b>	<b>59</b>	<b>51</b>	<b>65</b>	<b>51</b>	<b>57</b>	<b>91</b>	<b>89</b>	<b>78</b>	<b>86</b>	<b>69</b>
<b>BURGLARIES</b>	<b>55</b>	<b>38</b>	<b>39</b>	<b>29</b>	<b>64</b>	<b>90</b>	<b>49</b>	<b>58</b>	<b>52</b>	<b>57</b>	<b>56</b>	<b>53</b>
Attempted Burglaries	1	3	2	5	3	7	9	4	5	4	4	4
Burglary of Motor Vehicle	25	14	58	68	24	11	28	10	10	11	10	26
<b>CALLS</b>												
Reports/Complaints/Inquiries	6690	6114	6670	6106	6530	5918	6263	6712	7422	7414	7183	6584
<b>CRIMINAL MISCHIEF</b>	<b>106</b>	<b>96</b>	<b>115</b>	<b>105</b>	<b>86</b>	<b>72</b>	<b>53</b>	<b>64</b>	<b>64</b>	<b>60</b>	<b>63</b>	<b>82</b>
<b>DRIVING VIOLATIONS</b>												

# Knoxville Police Department

## 2008 - 2017 Yearly Comparison Stats

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	3 Year Average	10 Year Average
No DL	83	77	84	75	61	52	92	63	71	77	70	74
DWS/Revoked/Barred	60	48	53	50	87	57	66	61	92	80	78	65
Eluding	2	2	1	4	0	0	1	4	2	2	3	2
No Proof of Insurance	101	83	92	112	145	65	165	115	163	167	148	121
OWI	43	52	61	52	63	29	37	25	44	73	47	48
Reckless/Careless Driving	8	5	5	6	3	9	15	6	4	17	9	8
Registration Violations	148	151	148	178	154	196	211	153	244	215	204	180
Seatbelt Violations	121	86	115	69	63	49	97	125	91	79	98	90
Speed	442	331	213	421	317	238	292	412	379	782	524	383
Stop Sign Violation	39	64	46	83	71	55	54	90	63	101	85	67
Other Violations	95	67	58	81	106	70	106	91	107	134	111	92
<b>TOTAL CITATIONS</b>	<b>1099</b>	<b>913</b>	<b>815</b>	<b>1078</b>	<b>1007</b>	<b>791</b>	<b>1099</b>	<b>1120</b>	<b>1216</b>	<b>1654</b>	<b>1330</b>	<b>1079</b>
<b>TOTAL WRITTEN WARNINGS</b>	<b>496</b>	<b>1206</b>	<b>1364</b>	<b>935</b>	<b>738</b>	<b>487</b>	<b>1294</b>	<b>663</b>	<b>907</b>	<b>1207</b>	<b>926</b>	<b>930</b>
<b>TRAFFIC STOPS</b>	<b>2896</b>	<b>2445</b>	<b>2421</b>	<b>2562</b>	<b>2685</b>	<b>2015</b>	<b>3656</b>	<b>2704</b>	<b>3592</b>	<b>4205</b>	<b>3500</b>	<b>2918</b>
<b>FIRES</b>	<b>46</b>	<b>39</b>	<b>49</b>	<b>41</b>	<b>49</b>	<b>50</b>	<b>85</b>	<b>82</b>	<b>61</b>	<b>53</b>	<b>65</b>	<b>56</b>
<b>FUNERAL ESCORTS</b>	<b>84</b>	<b>80</b>	<b>64</b>	<b>67</b>	<b>76</b>	<b>87</b>	<b>77</b>	<b>74</b>	<b>53</b>	<b>67</b>	<b>65</b>	<b>73</b>
<b>IDENTS (New)</b>	<b>164</b>	<b>183</b>	<b>174</b>	<b>184</b>	<b>171</b>	<b>152</b>	<b>195</b>	<b>148</b>	<b>202</b>	<b>206</b>	<b>185</b>	<b>178</b>
<b>JUVENILES - Charged</b>	<b>102</b>	<b>116</b>	<b>90</b>	<b>109</b>	<b>57</b>	<b>64</b>	<b>24</b>	<b>43</b>	<b>35</b>	<b>33</b>	<b>37</b>	<b>67</b>
<b>JUVENILES - Missing</b>	<b>26</b>	<b>13</b>	<b>14</b>	<b>9</b>	<b>5</b>	<b>5</b>	<b>12</b>	<b>12</b>	<b>13</b>	<b>13</b>	<b>13</b>	<b>12</b>
<b>LIQUOR LAW VIOLATIONS</b>												
Making alcohol available to minors	4	6	3	5	3	4	0	1	1	3	2	3
Open Container	10	13	13	10	9	2	2	6	8	6	7	8
Possession under age	43	17	39	32	13	3	5	16	4	6	9	18
Zero Tolerance	0	2	0	0	1	0	0	1	0	1	1	1
<b>LOTS CLEARED (Requests)</b>	<b>43</b>	<b>47</b>	<b>27</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>12</b>
<b>MISSING PERSONS</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>5</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>2</b>
<b>OPEN DOORS (Found)</b>	<b>55</b>	<b>60</b>	<b>64</b>	<b>45</b>	<b>48</b>	<b>46</b>	<b>48</b>	<b>45</b>	<b>46</b>	<b>41</b>	<b>44</b>	<b>50</b>
<b>TOTAL PARKING TICKETS</b>	<b>797</b>	<b>497</b>	<b>674</b>	<b>487</b>	<b>647</b>	<b>831</b>	<b>1198</b>	<b>1009</b>	<b>1143</b>	<b>1044</b>	<b>1065</b>	<b>833</b>
<b>REQUESTS FOR EXTRA PATROL</b>	<b>130</b>	<b>128</b>	<b>123</b>	<b>119</b>	<b>114</b>	<b>85</b>	<b>60</b>	<b>85</b>	<b>70</b>	<b>52</b>	<b>69</b>	<b>97</b>
<b>STOLEN VEHICLES</b>	<b>18</b>	<b>9</b>	<b>7</b>	<b>2</b>	<b>11</b>	<b>10</b>	<b>4</b>	<b>7</b>	<b>3</b>	<b>7</b>	<b>6</b>	<b>8</b>
<b>STOLEN VEHICLES LOCATED</b>	<b>14</b>	<b>8</b>	<b>8</b>	<b>2</b>	<b>10</b>	<b>12</b>	<b>6</b>	<b>8</b>	<b>3</b>	<b>11</b>	<b>7</b>	<b>8</b>
<b>THEFTS</b>	<b>119</b>	<b>124</b>	<b>123</b>	<b>120</b>	<b>142</b>	<b>173</b>	<b>208</b>	<b>233</b>	<b>204</b>	<b>187</b>	<b>208</b>	<b>163</b>



# Memo

**To:** City Council  
**From:** Chief Dan Losada  
**Date:** January 15, 2018  
**Re:** End-of-Year Information

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Attached please find the ten year comparison statistics for the Knoxville Police Department. The numbers are based on the calendar, not budget year. Below are some of the highlights.

There were 7414 calls for service, about the same as last year but 13% above the ten year average. The number of reports written increased by 56 to 1122. Officers made a total of 410 arrests, a slight decrease from last year. 179 of those arrests were for warrants, about the same as last year.

178 accidents were reported, 26 less than last year. The number of persons injured was 17 persons with no fatalities, a significant reduction from last year. This may be due in part to increased traffic enforcement.

Drunken driving arrests soared to 73, a ten year high. Officers arrested 27 people for public intoxication and 28 people for disorderly conduct/disturbing the peace, both decreases from last year. There were 140 drug related arrests in 2017.

According to Juvenile Court Services, a total of 61 juvenile referrals were made by KPD, 31% of all Marion County referrals. This is a significant drop from last year when a major case resulted in over 30 juveniles being charged in one case. The most common reasons for a juvenile referral by KPD were theft (11) and disorderly conduct (10). Nine of the referrals were for felonies. 21 of the referrals were alcohol or drug related.

The total number of traffic stops made in 2017 rose 17% to 4205, a ten year high. 1654 traffic citations were written. Citations were issued in about 39% of all traffic stops made, up 5% from last year. Speeding and no or improper registration continue to be the most common citations. No insurance citations remained about the same at 167.

1044 parking tickets were written in 2017, a 9% decrease.

Forty-seven "Use of Force" reports were filed in 31 incidents. This is about the same as 2016. Only two officers did not file a use of force report this year. Tasers were displayed twelve times requiring use just twice. Firearms were displayed by 13 officers but never used. Seven suspects and two officers reported being injured during these incidents. There were only two assaults on officers reported.

Overall these numbers show the increased demands being put on officers. Officers are doing more work than ever. The City needs to monitor these numbers to insure that the public is receiving the quality of services they expect from KPD. Right now KPD has been able to handle the increased demand by streamlining how we do business. KPD will continue to do this but, if the trend continues, an additional officer may be needed in a few years.

**RESOLUTION NO. 01-03-18**

**RESOLUTION AUTHORIZING CITY MANAGER AND  
CITY CLERK TO EXECUTE PROXY FOR THE AGREEMENT REGARDING  
THE REVISED IOWA RISK MANAGEMENT AGREEMENT FOR THE  
IOWA COMMUNITIES ASSURANCE POOL**

WHEREAS, the City Council of the City of Knoxville, Iowa is a member of the Iowa Communities Assurance Pool; and

WHEREAS, the Iowa Communities Assurance Pool requires the City of Knoxville, Iowa designate an individual and alternate be appointed to represent the City of Knoxville, Iowa as liaison between the Iowa Communities Assurance Pool and the City of Knoxville, Iowa.

NOW, THEREFORE, Be It Resolved by the City Council of the City of Knoxville, Iowa that Heather Ussery, City Clerk, be designated as the primary contact and Aaron Adams, City Manager, be designated as the alternate contact to represent the City of Knoxville, Iowa with the Iowa Communities Assurance Pool for the purposes of relating risk reduction and loss control information, and any other or instructions concerning the obligations of the City of Knoxville, Iowa, by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the signers, to the same extent as the signed could do if personally present and the signers do hereby ratify and confirm and adopt all action done or taken by the individual or alternate and authorize execution of the Proxy.

Passed and approved this 15th day of January, 2018.

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Brian J. Hatch, Mayor

Attest:

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Jodi Bellon, City Clerk

**COUNCIL LETTER**  
**City of Knoxville**  
**January 15, 2018**

**Agenda Item:** Possible Change to City Code eliminating fees for Alarms.

**Background:** Knoxville City Code Title 3, Chapter 5 deals with alarms. A fee of \$25/year is charged for every alarm company operating in the City. Another \$10/year is charged for every alarm located in the City. These fees equal about \$1,000/year. I believe the purpose of the fees were to pay for upkeep on the alarm panel system. Most of the Code was written in 1984 when the Knoxville Police Department maintained its own dispatch center and the alarms rang directly into that center. KPD stopped dispatching around 2002 and no longer has alarm panels. All alarms now go through a third party provider such as ADT. That provider then contacts the Marion County Dispatch Center when an alarm is received.

To collect these fees a KPD employee sends a letter to every alarm company and alarm holder. It often takes two or three letters before the fee is received. When postage and time is considered KPD is barely breaking even with its efforts to collect this fee.

Since the main reason for collecting these fees no longer exists, it is the recommendation that we discontinue the practice and change City Code. The City Attorney has prepared a possible revision of City Code.

**Policy Question:** Should the City Council eliminate fees associated with alarms within the City of Knoxville?

**Budget Impact:** A loss of about \$1,000/year revenue but a savings in time and postage costs.

**Recommendation:** The Police Chief recommends eliminating alarm fees within the City of Knoxville.

**Supporting Document:** proposed ordinance

ORDINANCE NO. 18-01

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KNOXVILLE, IOWA BY  
AMENDING PROVISIONS PERTAINING TO ALARMS

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

SECTION 1. Title 3, Chapter 5 of the Code of Ordinances of the City of Knoxville, Iowa 2009 as it pertains to ALARMS is repealed and the following adopted in lieu thereof:

Chapter 5

**ALARMS**

Section:

- 3-5-1: Purpose
- 3-5-2: Definitions
- 3-5-3: False Alarms
- 3-5-4: False Alarm Fee Schedule

3-5-1: **PURPOSE:** It is the purpose of this Chapter to provide minimum standards and regulations applicable to “alarm systems” as defined in this Chapter.

3-5-2: **DEFINITIONS:** For the purpose of this Chapter the following words and phrases shall be construed to have the meaning set forth unless it is apparent from the context that a different meaning is intended:

ALARM SYSTEM: Either a fire or burglar alarm system.

ALARM USER: Any person on whose premises an alarm system is maintained within the City.

AUTOMATIC DIALING DEVICE: An alarm system which automatically sends over regular telephone lines by direct connection or otherwise, a pre-recorded voice message or coded signal, indicating the existence of the emergency situation that the alarm system is designed to detect.

BURGLAR ALARM SYSTEM: A method of detecting and signaling the presence, entry or attempted entry of an intruder into a protected premises.

FALSE ALARM: The activation of an alarm system caused by mechanical or electrical failure, improper installation, equipment malfunction or the negligence of the user or operator, except the following shall not be considered false alarm:

- A. Alarms caused by the malfunction or failure of the monitoring equipment located at a tax supported dispatch facility.
- B. Alarms caused by damage to, or by the testing or repair of, telephone equipment or lines by the telephone company.
- C. Alarms caused by an extraneous accident, or act of God, such as earthquake, flood, or violent wind storm.
- D. Alarms intentionally caused by the resident, owner or employee acting under the sincere belief that a need exists to call for emergency service.
- E. Alarms followed by an immediate call or signal to the dispatching center canceling the alarm; such call having been made prior to the arrival of the emergency service.

FIRE ALARM SYSTEM: A method of detecting and signaling the presence of fire, the products of combustion or heat in a protected premises.

3-5-3: **FALSE ALARMS:** Alarm users will be charged for careless use of the alarms or malfunctions of the alarm equipment. Further, if the alarm user refuses to respond to the place of business or residence to reset the alarm after officers have responded to that location, the alarm will be handled as a careless use alarm and the appropriate fee charged.

3-5-4: **FALSE ALARM FEE SCHEDULE:** An alarm user will be charged for each false alarm a fee pursuant to the following schedule:

One to eight (8) false alarms per calendar year, no charge.

After the seventh false alarm, a written warning shall be sent to the alarm user.

For the ninth false alarm and every subsequent false alarm that calendar year, the alarm user will be charged twenty five dollars (\$25.00) per incident.

SECTION 2. 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 3. 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 \_\_\_\_\_, 2017, and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Brian J. Hatch, MAYOR

ATTEST:

\_\_\_\_\_  
Jodi Bellon, CITY CLERK

ORDINANCE NO. 18-02

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KNOXVILLE, IOWA  
BY REPEALING SECTIONS PERTAINING TO GOLF CART AND OFF ROAD VEHICLE OPERATIONS  
IN THE CITY

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 2009 is amended by repealing Title 5, Chapter 1, Sections 3-LL, 11, 12 and 14.

SECTION 2. 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 3. 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 \_\_\_\_\_, 2018, and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Brian J. Hatch, MAYOR

ATTEST:

\_\_\_\_\_  
Jodi Bellon, CITY CLERK

ORDINANCE NO. 18-03

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KNOXVILLE, IOWA  
BY ADDING A NEW CHAPTER REGARDING THE USE OF GOLF CARTS AND UTILITY TRAIL VEHICLES  
ON CITY STREETS

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 2009 is amended by adding a new Chapter 6, entitled GOLF CARTS AND UTILITY TRAIL VEHICLES (UTVs), which is adopted to read as follows:

CHAPTER 6

**GOLF CARTS AND UTILITY TRAIL VEHICLES (UTVs)**

6-1-1: **PURPOSE:** The purpose of this chapter is to permit the operation of golf carts, as authorized by Section 321.247 of the Code of Iowa, as amended, and "UTVs" (Utility Vehicles), on certain streets in the City. This chapter applies whenever a Golf Cart or UTV is operated on any city street or alley, subject to those exceptions stated herein.

6-1-2: **DEFINITIONS:**

1. "Golf cart" means a four wheeled recreational vehicle generally used for the transportation of person(s) in the sport of golf, that is limited in engine displacement to less than 800 cubic centimeters (or the electric equivalent) and total dry weight of less than 800 pounds. Note that a vehicle with appearance of a "golf cart" but satisfying the requirements of 49 CFR 572.500 (i.e., is a "low speed vehicle") is not subject to this chapter but rather to the Code of Iowa 321.381A.
2. "UTV" means a motorized vehicle, with not less than four nonhighway tires that is limited in engine displacement to less than one thousand five hundred (1,500) cubic centimeters and in total -highway dry weight to not more than two thousand (2,000) pounds and that has a seat that is of bucket or bench design not intended to be straddled by the operator, a steering wheel or control levers for control, and is equipped with a bed or cargo box for hauling materials. Vehicles designed for the primary purpose of recreation, such as dune buggies and recreational side by sides, shall not fit this definition and are not allowed under this section. The chief of police shall have the final say on whether a vehicle meets this definition.

6-1-3: **OPERATION OF GOLF CARTS AND UTVs PERMITTED:** Golf carts and UTVs may be operated upon the streets of the City by persons possessing a valid operator's license and at least eighteen (18) years of age, as long as the golf cart/UTV possesses a valid City of Knoxville permit and all other requirements of this ordinance are met.

6-1-4: **REQUIRED EQUIPMENT:** Golf carts and UTVs operated upon City streets shall be equipped with at least the following:

1. An unobstructed retro-reflective slow moving vehicle sign that meets ASAE standard S276.5 or newer.
2. An orange safety flag, the top of which shall be a minimum of five (5) feet above the ground level.
3. Valid liability insurance covering the golf cart and/or UTV in the same limits as required of automobiles by the financial responsibility provisions of Chapter 321A of the code of Iowa.
4. A valid City of Knoxville permit.

6-1-5:           **HOURS OF OPERATION:** Golf carts and UTVs may be operated on City streets only between sunrise and sunset. Golf carts and UTVs owned and operated by any governmental entity or school district are exempt from these time restrictions when used in the performance of their duties.

6-1-6:           **SPEED:** Golf carts and UTVs shall be subject to posted speed limits.

6-1-7:           **PASSENGERS:** No person may ride on a golf cart or UTV on any portion not designed to carry passengers. No person may stand on or ride in the cargo area of a golf cart or UTV while it is in motion. Each person riding must be in their own seat. No more than three (3) people may ride on a bench seat. If seatbelts are available they must be used by all occupants. No person may ride on the lap of another.

6-1-8:           **OPERATION:**

1. Except as noted otherwise, therein, any person operating a golf cart or UTV on City streets or alleys shall adhere to all traffic signs and signals, all other City of Knoxville and State of Iowa traffic rules and regulations, and shall obey the orders and direction of any law enforcement officer authorized to direct or regulate traffic or the direction of a fire department officer during a fire.
2. This ordinance forbids the operation of golf carts and UTVs on
  - a) Any recreational, bike or walking trail unless the trail is specifically designed to allow the use of motor vehicles.
  - b) Sidewalks
  - c) City parks or any other land owned by the City, unless permission is granted by the city council
  - d) Private property without the consent of the property owner
  - e) Primary road extensions through the city limits, however, Golf Carts and UTVs may cross these roads at approximately a ninety (90) degree angle after yielding the right of way to cross traffic. The primary road extension for the City of Knoxville is Lincoln St. (Highway 14). Golf carts and UTVs owned and operated

by any governmental entity or school district are exempt from this restriction when used in the performance of their duties.

3. Street Etiquette:

- a) Except when executing a left turn, golf carts and UTVs shall be driven as close as practical to the right-hand edge of any street or alley.
- b) When necessary to prevent congestion of traffic, golf carts and UTVs shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
- c) When two or more golf carts or UTVs are being operated in the same direction and general vicinity on a City Street or Alley, they shall proceed in single file.

6-1-9: **PERMITS:** Golf carts and UTVs must be registered with the City of Knoxville before operating on any public street or alley.

1. A permit shall be issued once the owner has provided the following:
  - a) Proof that the owner has liability insurance covering operation of a golf cart or UTV on city streets with limits of liability at least as great as those required by the Code of Iowa chapter 321A.1(11) as amended.
  - b) Inspection and approval by the Police Department of the City of Knoxville.
2. Any golf cart or UTV operated on the City streets shall display the City of Knoxville permit sticker prominently on the left rear of the vehicle.
3. The application for a golf cart and/or UTV permit shall be made upon an application form made available by the Knoxville Police Department. All applications shall uniquely identify the name(s) and address(s) of the owner, or the owner's agent, the owner's address, or bonafide place of business, and phone number. The application shall also include a description of the golf cart or UTV and shall be for a specific golf cart or UTV, as evidenced by its serial number.
4. The fee for such permits shall be twenty-five dollars (\$25.00) per year. The fee will not be pro-rated for permits purchased during the year. The fee will not be refunded if the golf cart or UTV is sold, or the permit is suspended or revoked.
5. All permits will expire on December 31 of each year. Permits may be purchased at any time during the Knoxville Police Department business hours.
6. The permit may be suspended or revoked by the chief of police if more than three (3) violations occur in any 12 month period.
7. Businesses selling Golf Carts or UTVs are exempt from having to obtain permits, unless the vehicle is being used for general transportation and not as a test vehicle.
8. UTVs must comply with all applicable state regulations

6-1-10: **VIOLATION AND PENALTY:**

1. A violation of this ordinance shall be considered a simple misdemeanor.
2. Any person who is found to have violated this section shall be subject to a fine of fifty (\$50.00) plus surcharge and costs. A court appearance shall not be required if the fine is paid in full prior to the date set for the person's court appearance.

SECTION 2. 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 3. 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 \_\_\_\_\_, 2018, and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Brian J. Hatch, MAYOR

ATTEST:

\_\_\_\_\_  
Jodi Bellon, CITY CLERK

**COUNCIL LETTER**  
**City of Knoxville**  
**January 15, 2018**

**Agenda Item:** Possible Change to City Code regarding golf carts.

**Background:** Knoxville has allowed the use of golf carts on City streets for decades. In 2009 Knoxville amended the City Code to specifically require golf carts driven on City streets to have insurance. In 2015 City Code was amended to restrict the number of people on a golf cart to the number of available seats.

Over the years KPD has investigated a number of traffic accidents involving golf carts. A number of these carts were found to be uninsured. Currently the only opportunity officers have to verify golf carts are insured is when the cart is stopped by an officer for a traffic violation or when investigating an accident. Adopting a permit system would force golf cart operators to prove at least once a year that they have insurance.

In 2013 Knoxville adopted an ordinance allowing certain utility vehicles to be operated on City streets if they received a City permit. The restrictions on use were similar to those on golf carts. People getting permits for UTVs often ask why they must have a permit while golf cart operators do not need one. Adopting the proposed ordinance will treat UTVs and golf carts in a more equal manner.

Another change included with this proposal is restricting the age for people operating golf carts to eighteen or older. Currently anyone with a valid driver's license may operate a golf cart. UTV operators must be eighteen according to our current ordinance so this is another area where the two codes will be brought into agreement.

If this change is adopted, KPD will begin an education and awareness phase. People operating unlicensed golf carts would be given warnings and told how to comply with the new Code. Only those people who continue to operate unlicensed carts after multiple warnings would be cited. KPD will also make certain information is provided to the Chamber of Commerce and Knoxville Raceway to share with fans coming to the races.

**Policy Question:** Should the City Council change the City Code as it applies to golf carts and utility vehicles?

**Budget Impact:** negligible

**Recommendation:** The Police Chief recommends adopting this Code revision City of Knoxville.

**Supporting Document:** proposed ordinances



## PURCHASE AGREEMENT

Date of Agreement: \_\_\_\_\_, 2017

TO: Knoxville Community School District (the "Seller").

The City of Knoxville, Iowa, (the "Buyer") hereby offers to buy the following real property, sometimes referred to as the "Knoxville east elementary building" located at 614 East Washington Street, Knoxville, Iowa and legally described as:

The South 92 feet of the North 152 feet of the West Half of Block 48 in the Original City of Knoxville, Iowa

together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, and (ii) easements and restrictive covenants of record (the "Real Estate").

**The legal description may be modified upon review of the abstract for the Real Estate.**

1. **PURCHASE PRICE:** The "Purchase Price" is One and 00/100 Dollar (\$1.00) and shall be paid by Buyer in full at closing.

2. **POSSESSION AND CLOSING:** The Closing Date shall occur on a date mutually acceptable to the parties, but under all circumstances on or before February 16, 2018, ("Closing Date"). Possession of the Real Estate ("Possession") shall be delivered to Buyer at the Closing Date. Any adjustments of rent, insurance, taxes, interest and all charges attributable to Seller's possession shall be made as of the date of possession. This transaction shall be considered closed upon the filing of all title transfer documents and Seller's receipt of all funds then due at closing from Buyer under this Agreement ("Closing").

3. **TAXES:**

a. Seller shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given, if any.

b. Seller shall pay its pro-rated share, based upon date of possession, of the real estate taxes for the fiscal year in which possession is given due and payable in the subsequent fiscal year, if any.

c. Buyer shall pay all other taxes associate with the Real Estate.

4. **SPECIAL ASSESSMENTS:** Seller shall pay in full all special assessments that are certified as liens on the public record at Closing, if any.

5. **CARE AND MAINTENANCE OF THE REAL ESTATE:** Seller will preserve the Real Estate in its present condition until time of possession, ordinary wear and tear excepted. Buyer shall have the right to make a final inspection of the Real Estate within 24 hours prior to

the time of possession in order to determine that there has been no material change in the condition of the Real Estate, and in the event of any material change in condition of the Real Estate, Buyer, at its election, may declare this Agreement null and void.

A. No Reliance. Buyer acknowledges and agrees that (a) any environmental, engineering or other third party report with respect to the Real Estate which is delivered by Seller to Buyer, if any, shall be for general informational purposes only, (b) Buyer shall not have any right to rely on any such report delivered by Seller to Buyer, but rather will rely on its own inspections and investigations of the Real Estate and reports commissioned by Buyer with respect thereto, and (c) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such report.

B. Disclaimers. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE REAL ESTATE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, LEASING, ZONING, TAX CONSEQUENCES, LATENT OR PATENT PHYSICAL CONDITION, UTILITIES, VALUATION, GOVERNMENTAL APPROVALS, OR THE COMPLIANCE OF THE REAL ESTATE WITH LAWS. BUYER ACKNOWLEDGES AND AGREES THAT AT THE CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE REAL ESTATE "AS IS, WHERE IS, WITH ALL FAULTS". BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL ESTATE OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, REAL ESTATE INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE REAL ESTATE) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE REAL ESTATE, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE REAL ESTATE, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF, AS BUYER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE REAL ESTATE. AT THE CLOSING BUYER SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, TRUSTEES, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES,

LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, TRUSTEES, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE REAL ESTATE.

C. Effect and Survival of Disclaimers. Seller and Buyer acknowledge that the compensation to be paid to Seller for the Real Estate takes into account that the Real Estate is being sold subject to the provisions of this Article. Seller and Buyer agree that the provisions of this Article shall survive Closing.

6. **INSURANCE:** Seller shall bear the risk of loss or damage to the Real Estate prior to Possession or Closing, whichever first occurs. Seller agrees to maintain the existing insurance on the Real Estate in force until the date of possession. If Buyer does not consider the existing insurance adequate, it may procure additional insurance at its own expense to protect its interest. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the Closing and receive the insurance proceeds payable under Seller's and Buyer's insurance policies regardless of the extent of damages. The Real Estate shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date.

7. **INCLUDED PROPERTY:** Included with the Real Estate shall be all buildings, structures, improvements, and fixtures that integrally belong to, are specifically adapted to, or are a part of the Real Estate, whether attached or detached.

8. **ABSTRACT AND TITLE:** Seller, at Buyer's request and expense, shall promptly provide an abstract of title for the Real Estate continued to and including the date of acceptance of this Agreement. Buyer shall have until 5:00 p.m. Central time on the date that is thirty (30) days after the date of acceptance of this Agreement to examine the abstract and give the Seller written notice ("**Title Objection Notice**") of Buyer's objections to the condition to title of the Real Estate ("**Objections**"). Seller shall have five (5) days after delivery of Title Objection Notice (the "**Response Period**") to notify Buyer in writing of any Objections that Seller shall refuse or be unable to cure prior to Closing ("**Response Notice**"). In the event Seller does not provide the Response Notice within such five (5) day period, Seller shall be deemed to have elected not to cure any Objections set forth in Title Objection Notice. If the Response Notice states that Seller elects not to cure any of the Objections on or prior to the Closing Date, or if Seller is deemed to have elected not to cure any of the Objections as set forth above, then Buyer may, until the expiration of the Inspection Period, as its sole and exclusive remedy, elect to either (i) terminate this Agreement, whereupon neither party shall have any further rights or obligations hereunder, or (ii) waive the Objections without a reduction of the Purchase Price therefor, in which event the parties shall proceed to Closing. If the Buyer fails to timely make

such election, then the Buyer shall be deemed to have elected to purchase the Real Estate pursuant to the foregoing clause (ii). The abstract shall become the property of Buyer when the Purchase Price is paid in full.

9. **PLATTING; SURVEY:** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, Buyer shall pay the costs thereof. Buyer may, at Buyer's expense prior to Closing, have the Real Estate surveyed and certified by a Registered Land Surveyor. If any survey shows any encroachment on the Real Estate or if any improvements located on the Real Estate encroach on lands of others, the encroachments shall be treated as a title defect.

10. **BUYER INDEMNIFICATION OF SELLER FOR ENTRY ON REAL ESTATE:** Buyer shall protect, defend, indemnify and hold harmless Seller from any and all claims, liabilities, damages and expenses, including reasonable attorney fees, from any damage to persons or the Real Estate or any violation of law arising from Buyer's entry upon the Real Estate to conduct any tests or inspections prior to Closing and from any mechanic's lien arising from such work; and Buyer shall restore any damage to the Real Estate caused by any such entry, testing or inspections.

11. **NO REAL ESTATE COMMISSIONS:** Each party represents and warrants to the other that it has not engaged any real estate agent or broker in connection with the purchase and sale of the Real Estate pursuant to this Agreement.

12. **DEED:** Upon Buyer's tender of the balance of the purchase price at Closing, Seller shall convey the Real Estate to Buyer, or its assigns, by a duly executed and acknowledged deed without warranty.

13. **CONDITION TO SELLER'S OBLIGATIONS:** Seller shall not be required to perform its obligations under this Agreement, unless the Buyer agrees to lease a portion of the Real Estate to Seller to use for storage purposes after closing on terms mutually agreeable between the parties.

14. **USE RESTRICTION AND RIGHT OF FIRST REFUSAL:** Buyer and Seller intend for the building located on the Property to be used for governmental purposes. The Deed shall include a 15-year restriction on the use of the Property and a Right-of-First Refusal in favor of the Seller as follows:

This conveyance is subject to and conditioned upon the building currently located on the Property being used solely for governmental purposes by Grantee for a period of fifteen years after recordation of this Deed without Warranty ("Restriction Period").

In the event Grantee changes the use of the Property (or any portion thereof) and/or decides to convey the Property (or any portion thereof) to another person or entity within the Restriction Period, Grantee shall first either (1) destroy and dispose of the building currently located on the property, or (2) offer to sell the

property to Grantor for \$1 upon standard terms and conditions for Iowa real estate transactions. Grantor shall have forty-five (45) days to accept such an offer.

If the Grantor timely accepts the offer, the parties shall close the transaction as per the standard terms and conditions. If the Grantor does not timely accept the offer, the use restrictions and right-of-first refusal shall be null and void.

15. **CLOSING COSTS:** Buyer shall pay the following costs associated with this transaction:

- (a) The purchase price as adjusted;
- (b) Buyer's attorneys' fees;
- (c) Buyer's inspection fees;
- (d) Preparing customary closing documents;
- (e) Preparing and recording the deed without warranty;
- (f) Real estate taxes;
- (g) Transfer tax;
- (h) Extension of the abstract;
- (i) Curing title defects; and
- (j) Seller's attorney's fees.

16. **REMEDIES OF THE PARTIES:**

(a) If Buyer fails to timely perform this contract, Seller may forfeit it as provided in the Iowa Code. Seller is also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

(b) If Seller fails to timely perform this agreement, the Buyer shall have, as its sole and exclusive remedy, the right to terminate this Agreement.

17. **SURVIVAL:** All of the warranties, representations, and agreements of Seller and Buyer shall be and remain true at the time of the Closing, and shall survive the Closing of this transaction and the conveyance of the Real Estate to the Buyer.

18. **FUNDS:** It is agreed that at time of Closing, funds of the purchase price received from the Buyer may be used to apply to the purchase price, to pay taxes and other liens to comply with the above requirements, subject to approval of Buyer's attorney on title questions needed to produce marketable title.

19. **NOTICE:** Any notice required or permitted under this Agreement shall be deemed given when it is received in writing by hand delivery, overnight express delivery or certified mail, postage prepaid, receipt return, addressed to the other party at the following address:

Knoxville Community

City of Knoxville

School District  
Attn: Superintendent  
309 West Main  
Knoxville IA 50138

305 South 3<sup>rd</sup> Street  
Knoxville IA 50138

20. **CERTIFICATION:** Buyer and Seller each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney’s fees and costs) arising from or related to such party's breach of the foregoing certification.

21. **GENERAL PROVISIONS:** In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. Neither party may assign this Agreement without the written consent of the other party. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement. Words and phrases herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

SELLER

BUYER

Knoxville Community School District

City of Knoxville, Iowa

By: \_\_\_\_\_  
Andrew Schmidt, Board President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Craig Mobley, Board Secretary

By: \_\_\_\_\_

## STORAGE LEASE

This Lease Agreement (“Lease” or “Agreement”), entered into this \_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), by and between the City of Knoxville, Iowa (“Landlord”), and the Knoxville Community School District (“Tenant”).

The parties agree as follows:

### SECTION ONE DEMISE, DESCRIPTION, AND USE OF PREMISES

The Landlord agrees to lease to Tenant a portion of the real property (the portion leased to Tenant to be determined mutually agreed to by the parties will be referred to in this Lease as the “Premises”) owned by Landlord legally described as: The South 92 feet of the North 152 feet of the West Half of Block 48 in the Original City of Knoxville, Iowa (the “Landlord Property”). Tenant may use the Premises for storage.

### SECTION TWO TERM

The term of this Lease shall commence on the date hereof and end on \_\_\_\_\_, 201\_\_\_ (the “Term”).

### SECTION THREE RENT

Tenant agrees to pay Landlord as rent \$1 during the Term (the “Rent”). Rent shall be due on the first day of the Term.

### SECTION FOUR CONDITION OF PROPERTY

A. Landlord makes no, and Tenant acknowledges that it has not relied upon any, representation as to the condition of the Premises or its suitability for Tenant’s intended use.

B. Tenant has been provided the opportunity to inspect and evaluate the Premises, and by executing this Lease Agreement, accepts the Premises in its existing condition.

C. Tenant acknowledges that the Premises are part of Landlord’s Property, and as such, Landlord cannot assure Tenant exclusive use of the Premises.

### SECTION FIVE SUBLETTING AND ASSIGNMENT

Tenant may not assign this Lease or sublet the Premises, in whole or in part, without Landlord's express written consent, which consent may be withheld in Landlord's sole and absolute discretion. Subject to the foregoing, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

## SECTION SIX MAINTENANCE AND REPAIR

Landlord shall, throughout the term of this Lease, at its own cost, and without any expense to Tenant, keep and maintain the Landlord Property in good and neat order, condition and repair, and, except as specifically provided in this Lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatever.

## SECTION SEVEN UTILITIES AND OPERATIONAL COSTS

Landlord shall fully and promptly furnish and pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind necessary for the Landlord's Property throughout the Term, and all other costs and expenses of every kind whatever of or in connection with the use, operation, and maintenance of the Landlord's Property, and Tenant shall have no responsibility of any kind for any such utilities or above-described costs.

## SECTION EIGHT INDEMNIFICATION

Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party, its directors, officers, employees, and agents, from and against any and all demands, claims, causes of action, liability, damages, losses, costs, and expenses (including reasonable attorney fees) arising from (i) the Indemnifying Party's, its shareholders', officers', directors', employees', agents', volunteers' and invitees', use and enjoyment of the Landlord's Property, (ii) any act or omission of the Indemnifying Party, its shareholders, officers, directors, employees, agents, volunteers, or invitees on, in, or around the Landlord's Property, including, but not limited to, the introduction of hazardous materials to the Landlord's Property by the Indemnifying Party, or (iii) a breach of any provision of this Lease by the Indemnifying Party. The obligations in this section shall survive expiration or termination of this Agreement.

## SECTION NINE OBLIGATIONS UPON EXPIRATION

The Tenant agrees that upon the termination or expiration of this Lease, it will surrender and deliver the Premises to Landlord in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, and free from any liens or encumbrances, except as assumed or permitted in writing by Landlord. The Tenant shall remove



its personal property from the Premises no later than \_\_\_\_\_, 201\_\_\_\_. If Tenant's property is not removed from the Premises within the specified timeframe, such property may be deemed abandoned and disposed of as determined by Landlord. The obligations in this section shall survive expiration or termination of this Agreement.

SECTION TEN  
SECTION CAPTIONS

The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

SECTION ELEVEN  
GOVERNING LAW

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

SECTION TWELVE  
ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this agreement.

SECTION THIRTEEN  
MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

The parties hereto have duly executed this Lease on the date set forth above.

**City of Knoxville, Iowa**

**Knoxville Community School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor

Title: President, Board of Directors

ATTEST:

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City Clerk

01433197-1\15671-027

ATTEST:

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Secretary, Board of Directors

**JOEL TONDA TENNIS COMPLEX AND OUTDOOR BASKETBALL COURT SHARED USE  
28E AGREEMENT**

THIS AGREEMENT (hereinafter "Agreement") made and entered into the \_\_\_\_ day of \_\_\_\_\_ by and among KNOXVILLE COMMUNITY SCHOOL DISTRICT (hereinafter referred to as "KCSD") and CITY OF KNOXVILLE (hereinafter referred to as "City"):

WHEREAS, KCSD is a school corporation organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, City is a municipal corporation organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS, KCSD and City find that joint and cooperative action will be to their mutual advantage:

WHEREAS, City owns land and will continue to own land subject to the terms of this Agreement; and

WHEREAS, City is willing to share land for KCSD programs;

WHEREAS, KCSD is willing to accept such a shared use agreement to use City land to construct facilities for KCSD programs; and

WHEREAS, KCSD and City believe that an agreement pursuant to Chapter 28E of the Iowa Code should be entered into with regard to the use of such land for the purpose of constructing recreational facilities, which agreement will be to their mutual advantage.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, KCSD and City agree as follows:

1. Administration. No separate legal or administrative entity is created for the governance or administration of the terms or subject matter of this Agreement. The Superintendent of KCSD and the City Manager of the City are constituted as a board for the administration of this Agreement in accordance with Iowa Code Chapter 28E.
2. Grant. City shall permit KCSD to share use of the following described real property located in Marion County, Iowa, to wit:  
*Insert Legal Description "Property"*

No rent shall be paid by KCSD to the City for use of the Property. The Property is to be developed with tennis courts and an outdoor basketball court (the "Facilities") to be constructed by KCSD at KCSD's expense, provided that such use shall be strictly in accordance with the terms of this Agreement.

3. Duration of Agreement. The duration of this Agreement shall be for an initial term of thirty (30) years commencing with the date of filing of this Agreement with the Iowa Secretary of State, in accordance with Iowa Code section 28E.8 (the "Initial Term"). At the end of the Initial Term of this Agreement, the parties may extend this Agreement for an additional term of thirty (30) years or terms to be then negotiated between the parties.
4. Financing. KCSD shall be solely responsible for the construction and financing of the Facilities. Construction of the Facilities shall be financed with KCSD's PPEL or SAVE funds, or other legally authorized funds.
5. Operation, Maintenance, and Repair. City shall be solely responsible for all operational costs of Facilities. "Operational costs" include, but are not limited to: utilities, trash removal, snow removal, and landscaping costs. In addition, City shall be solely responsible for all expenses associated with repair, replacement, and maintenance of the Facilities, and the surrounding outside areas of the Facilities. "Repair, replacement, and maintenance" expenses include, but are not limited to the cost of repairing or replacing fixtures and equipment used in or on the Facilities, and repairing or resurfacing recreational surfaces in the Facilities.
  - a. No later than November 1 during each calendar year this Agreement is in effect, the City and KCSD shall meet and determine: (1) what fixtures, equipment, and surfaces in the Facilities are in need of maintenance, repair, or replacement; and (2) a timeline for completing the needed maintenance, repair, or replacement. If the parties cannot agree on what maintenance, repair, or replacement is needed and when such maintenance, repair, or replacement shall take place, KCSD shall have the final decision making authority on such matters.
6. Construction. KCSD shall be responsible for the design, permitting, bidding, and construction of the Facilities in accordance with applicable state and federal laws and City regulations. KCSD shall be named as the Owner in all contracts for construction; however, the City shall be provided with a copy of all plans, specifications and contract documents for review prior to the letting and award of a contract. The City shall permit KCSD's awarded contractor access to the Property for construction of the Facilities and shall have the right at all times during normal business hours to inspect the progress of the construction of the Facilities. KCSD shall have the right to accept or reject any proposed change

order required to complete the project, as well as the right to inspect and approve the final completed Facilities. KCSD will provide notice to the City of the date and time of the final inspection and the City may provide a representative to attend and participate.

7. Operating Relationship. In the operation of the Facilities, the following guidelines shall apply and govern the relationship of the parties.
  - a. KCSD and City shall use and operate the Facilities for educational and recreational purposes, in accordance with each of their respective missions.
  - b. KCSD shall have first right for scheduling the Facilities for events related to the KCSD programming, including physical education, academic, and extra-curricular programs, or other KCSD programs.
  - c. City shall not unreasonably interfere with KCSD's use of the Facilities.
8. Restrictions on Use. The parties shall not use, or permit the use of, the Facilities for any purpose which would adversely affect the value or character of the Facilities or cause the Facilities to lose exempt status for tax purposes. Neither party shall, at any time or times during the Agreement, conduct or permit any activities, program, or practices on the Facilities which shall violate any federal or state constitutional, regulatory, or statutory provisions.
9. Taxes. KCSD and City are exempt from either real estate or income taxes under the laws of Iowa and under Federal law, and the parties intend to maintain that exemption.
10. Fire or Casualty Insurance. City shall insure the Facility and City shall pay the insurance premiums attributable to the Facilities contemplated by this Agreement as part of the operational costs of the Facility. Property insurance shall be written on a replacement cost special cause of loss form, with an agreed value endorsement. All such insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa.
11. Fire or Other Casualty Loss. If all or any part of the Facilities is damaged or destroyed by fire or other casualty, City shall repair and rebuild the structure with reasonable diligence. All insurance proceeds received by City pursuant to the provisions of this Agreement shall be payable to City and shall be held in trust and applied by City to the payment of such restoration, as such restoration progresses.
12. Liability Insurance. Both KCSD and City shall carry liability insurance for protection of KCSD and City from any liability arising out of any accident or other occurrence causing any injury and/or damage to any person or property upon the

premises due directly or indirectly to the use or occupancy thereof by the insured, or any person claiming through or under the insured. Liability policies shall have limits of not less than \$1,000,000 occurrence and \$2,000,000 General Aggregate. Such policies shall be written on Commercial General Liability coverage forms (or the equivalent) and shall include premises and operations coverage for Bodily Injury, and Property Damage, and Personal and Advertising Injury. The policies shall be issued by insurance companies and in forms satisfactory to the insured, and shall provide for at least thirty (30) days' written notice to the other party before cancellation.

13. Waiver of Subrogation Rights. Each of the parties hereby releases the other from any claim for recovery for any loss or damage to any of its property or for any liability which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver applies only when permitted by the applicable policy of insurance.
14. Termination Prior to Expiration of Term. This Agreement may be terminated prior to the expiration of its term, as follows:
  - a. By mutual agreement of the parties;
  - b. Neither party may terminate this Agreement prior to June 30, 2029;
  - c. On or after January 1, 2018, either party may terminate this Agreement for breach of any of the terms of this Agreement. Termination shall be accomplished by giving written notice to the breaching party specifying the breach and stating that the Agreement will be terminated if the breach is not cured within thirty (30) days. Failure to cure the breach within thirty (30) days of receipt of this notice shall result in automatic termination of this Agreement.
  - d. Either party may terminate this Agreement for any reason by giving one and one-half (1 ½) year's notice in writing to the other party, with notice to be delivered on or before January 1 and termination to be effective on June 30 of the following year.
  - e. On or after January 1, 2028, either party may terminate this Agreement for any reason by giving one and one-half (1 ½) years notice in writing to the other party, with notice to be delivered on or before January 1 and termination to be effective on June 30 of the following year but such termination shall not be effective prior to June 30, 2029.
  - f. In the event of termination, both parties shall be relieved of all further obligations or duties beyond the date of termination, but neither party shall be relieved of its duties and obligations under this Agreement through the date of termination.
  - g. In the event that City terminates this Agreement during the Initial Term, or otherwise ceases to permit KCSD's use of the Facility pursuant to this Agreement during the Initial Term, City shall refund One Million Two

Hundred Thousand Dollars (\$1,200,000.00) to KCSD, less three thousand six hundred eleven dollars (\$3,611.00) per month of the Initial Term that has passed, pursuant to this Agreement, which shall be payable within thirty (30) days of the termination of this Agreement.

15. Indemnification. To the extent permitted by law, each party will indemnify and hold harmless the other party from and against any and all losses, costs, damages, and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, such party's negligence or willful misconduct in the performance of its duties under this Agreement, such party's violation of any applicable law or right of a third party, and/or such party's breach of this Agreement. The provisions of this section shall survive termination of this Agreement with respect to any damage or injury occurring prior to such termination. Each party shall notify the other party of any claim or any potential claim arising out of the operation of this Agreement as soon as practical following knowledge of the claim or potential claim.
16. Cost Recovery. In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post judgement, appeal, or settlement collection. This section shall survive termination of this Agreement.
17. Property. Any personal property purchased by the parties shall be and remain the property of each such party. Each party shall insure their own personal property. Upon termination of this Agreement, the parties shall have sole custody and use of their respective property. It is not contemplated that any other real property will be acquired or held for the purpose of carrying out the terms of this Agreement.
18. Notice. All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:  
To KCSD: Superintendent, Knoxville Community School District, 309 West Main, Knoxville, IA 50138  
To City: City Manager, City of Knoxville, 305 S. Third St., Knoxville, IA 50138
19. Binding Effect. The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

20. Entire Agreement - Amendment. This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally but only by an agreement in writing executed by KCSD and the City and filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.
21. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
22. Headings. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.
23. Governing Law; Forum. The parties consent to the jurisdiction of the Marion County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by Iowa law.
24. Independent Contract. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative relationship. In no event shall a party be liable for the debts or obligations of another party.
25. No Waiver. No waiver of the breach of any terms or conditions of this Agreement shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.
26. Joint Obligation. The obligations of the parties under this Agreement are several obligations, and not joint obligations.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

**Knoxville Community School District**

**City of Knoxville**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

School Board President

Mayor



By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Board Secretary

City Manager

STATE OF IOWA COUNTY OF MARION: ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for the County and State aforesaid, appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that they are the President and Board Secretary, respectively, of the Knoxville Community School District; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_ and \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public

STATE OF IOWA COUNTY OF MARION: ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me, a Notary Public in and for the County and State aforesaid, appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Manager, respectively, of the City of Knoxville,; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said \_\_\_\_\_ and \_\_\_\_\_ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public