

City of Knoxville
City Council Meeting
Monday, March 21, 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 Minutes Of March 7, 2016

Documents: [COUNCIL MINUTES 030716.PDF](#)

3.II. Accept Tourism Commission Minutes Of March 1, 2016

Documents: [030116 TOURISM MINUTES.PDF](#)

3.III. Accept Water Board Minutes Of March 8, 2016

Documents: [WATER BOARD MINUTES 30816.PDF](#)

3.IV. Approve Class C Liquor License For Dut's American Legion

3.V. Approve Class C Liquor License For Dingus' Inc.

4. Item Agenda

4.I. Reading Of Sexual Assault Awareness Month Proclamation

Documents: [SAAM 2016.PDF](#)

4.II. Discussion/Possible Action With LISCO Regarding Fiber Infrastructure

4.III. Discussion Regarding Repairs To Second Street Alley

4.IV. Discussion/Possible Action Regarding Request From IMPACT Community Action Partnership

4.V. Discussion/Possible Action Regarding Request For Advertising With KNIA/KRLS

4.VI. Discussion/Possible Action Regarding Dog Park

4.VII. Public Hearing- Directing The Sale Of An Interest In Real Property

- A. Open Hearing
- B. Filing of Affidavit of Publications- 03/11/16
- C. Written Comments or Objections
- D. Oral Comments or Objections
- E. Close Hearing

4.VII.i. Approve Resolution Directing The Sale Of An Interest In Real Property Following The

Public Hearing

Documents: [RES 031516 SOUTH FIRST STREET.DOCX](#)

4.VIII. Public Hearing- Closure Of A Portion Of Attica Road

- A. Open Hearing
- B. Filing of Affidavit of Publications- 03/11/16
- C. Written Comments or Objections
- D. Oral Comments or Objections
- E. Close Hearing

4.VIII.i. Approve First Consideration, Possible Waive Second And Third Consideration And Adopt An Ordinance Closing A Portion Of A Street Located Within The Corporate Limits Of The City Of Knoxville, Iowa

Documents: [063213J ATTICA RD GRADE SEPARATED CROSSING CLOSURE.PDF](#), [ORD 1602 ATTICA RD BRIDGE.DOC](#)

4.IX. Public Hearing- Farm Land Lease Agreement

- A. Open Hearing
- B. Filing of Affidavit of Publications- 03/11/16
- C. Written Comments or Objections
- D. Oral Comments or Objections
- E. Close Hearing

4.IX.i. Approve Resolution Approving Farm Lease Between The City Of Knoxville, Marion County, Iowa And Cory J. Moore

Documents: [RES 031616 FARM LEASE.PDF](#), [FARM LEASE.PDF](#)

4.X. Set A Public Hearing For April 4, 2016 At 6:15 P.m. For A Rezoning Request For Knoxville VA LLC

4.XI. 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 MINUTES

March 7, 2016

The City Council of the City of Knoxville, Iowa convened in regular session Monday, March 7, 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 Interim 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. Bill McDonald 310 S. Second, requested to be placed on the March 21st agenda to discuss the alley near his residence. Motion by Allspach-Kline; seconded by Stephens to accept handout into record, all ayes.

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

1. Approve City Council Minutes of February 15, 2016
2. Accept Recreation Commission Minutes of January 2016
3. Accept Airport Commission Minutes of January 9, 2016
4. Accept Library Board of Trustees Minutes of February 17, 2016
5. Approve Class C Liquor License for Marion County Fair Association
6. Approve Class C Beer Permit for Kline's Oil Co., Inc.
7. Accept February CSO Report
8. Approve January 2016 Financials
9. Set Date for Beggars Night to Monday, October 31, 2016

Mayor Hatch read a proclamation declaring the month of March March for Meals.

Mayor Hatch announced now is the time and place for a public hearing. Filing of affidavits was 2/19/16. Under written comments there were none. Under oral comments there were none. Motion by Lane; seconded by Stephens to close the hearing, all ayes. Motion by Stephens; seconded by Lane to approve resolution approving contract, bonds and certificate of insurance for the 2016 Street Improvements Project; all ayes.

Motion by Allspach-Kline; seconded by Kelley to approve change order #1 for the 2016 Street Improvements Project; all ayes.

A discussion was held regarding a dog park. Dick Reed, 118 N. Park Lane and other volunteer members were present. City Manager Adams recommended the city lease the property. Council discussed liability and issuance of dog licenses for the park. City Attorney Bob Stuyvesant stated the Paws for Pals would need to be a corporation for leasing, insurance and donation purposes. The members requested they be placed on the March 21st agenda.

A discussion was held regarding request for advertising with KNIA/KRLS. Jarrod Lee with KNIA discussed "Coaches Corner" ad runs March through May and requested the City purchase an ad. Council discussed possibilities of what the ad could be used for. Motion by Allspach-Kline; seconded by Stephens to table the discussion to March 21st, all ayes.

Motion by Kelley; seconded by Lane to table discussion regarding a request from IMPACT Community Action Partnership; all ayes.

Motion by Kelley; seconded by Lane to approve proposal with the Auditor of State for \$21,000 for auditing services; all ayes.

Motion by Stephens; seconded by Lane to approve resolution proposing disposal of an interest in real property; all ayes.

Motion by Allspach-Kline; seconded by Kingery to set a public hearing for March 21, 2016 at 6:15 p.m. to discuss proposed closing of a portion of Attica Street; all ayes.

Motion by Lane; seconded by Kelley to set a public hearing for March 21, 2016 at 6:15 p.m. regarding approval of a farm lease between the City of Knoxville and Cory Moore; all ayes.

Motion by Allspach-Kline; seconded by Lane to approve payment of claims, all ayes.

| | | | |
|-------|-------------------------------|------------------------------|-----------|
| 81297 | ABC PEST CONTROL | MONTHLY PEST CONTROL | 38.85 |
| 81298 | AUDIO EDITIONS | AUDIO BOOK | 29.99 |
| 81299 | BAKER & TAYLOR | 34 BOOKS | 2,575.19 |
| 81300 | CENTER POINT LARGE PRINT | 6 LP STANDING ORDER | 207.30 |
| 81301 | DEMCO INC | 2 ROLLS LAMINATE FILM | 143.78 |
| 81302 | FORBES OFFICE SOLUTIONS | SHREDDER | 61.32 |
| 81303 | GOLDEN HORSE LTD | 'LIFE WITHOUT YOU' BOOK | 13.92 |
| 81304 | PAUL HERRMANN | 2 COMPUTER ADAPTERS | 50.86 |
| 81305 | ICE CUBE PRESS | BOOK 'FRACTURE' | 16.97 |
| 81306 | KNOXVILLE WATER WORKS | 217 S 2ND ST-GEBHARDT HOUSE | 40.83 |
| 81307 | MEDIACOM | MONTHLY INTERNET | 75.90 |
| 81308 | MICROMARKETING LLC | 1 AUDIOBOOK | 105.98 |
| 81309 | O'GRADY PUBLISHING COMPANY | 'GRANDPA'S MAGIC CARPET' | 14.00 |
| 81310 | QUALITY SCENT | MONTHLY DEODORIZING | 24.00 |
| 81311 | RHODE ISLAND NOVELTY | PROGRAMMING SUPPLIES | 257.40 |
| 81312 | SCHOLASTIC INC | 6 BOOKS | 156.00 |
| 81313 | SPORT VIDEO | 3 DVDS | 78.00 |
| 81314 | NANCY TERPSTRA | 10 BOOKS | 60.00 |
| 81315 | THE BOOK FARM, INC. | 40 CHILDREN'S BOOKS | 775.29 |
| 81316 | TRACES CENTER FOR HISTORY | BUS-EUM SHOWING | 350.00 |
| 81317 | WALL STREET JOURNAL | SUBSCRIPTION | 455.00 |
| 81318 | XEROX CORPORATION | COPIER LEASE | 175.40 |
| 81319 | MARION COUNTY SHERIFF | GARNISHMENT | 240.62 |
| 81320 | AFLAC | AFLAC-DIS/POST | 196.79 |
| 81322 | COLLECTION SERVICES CENTER | CHILD SUPPORT | 1,606.02 |
| 81323 | ICMA RETIREMENT TRUST | ICMA | 1,165.00 |
| 81324 | MUNICIPAL FIRE & POLICE | MFPRSI | 19,500.29 |
| 81325 | KNOXVILLE FIRE & RESCUE ASSC | FIRE DUES | 65.28 |
| 81326 | CITY OF KNOXVILLE | SLF FND BEN-F | 11,362.33 |
| 81327 | DELTA DENTAL OF IOWA | DELTA DENTAL | 391.32 |
| 81328 | COLONIAL LIFE | COLONIAL LIFE | 22.85 |
| 81329 | PLIC-SBD GRAND ISLAND | LIFE INSURANCE | 547.44 |
| 81330 | EMPLOYEE BENEFIT SYSTEMS | HEALTH SGL BEN | 21,624.62 |
| 81331 | AARON ADAMS | MILEAGE REIMB-GDMP WDSM | 174.72 |
| 81332 | AGSOURCE | MONTHLY POOL AND SPA TESTING | 55.00 |
| 81333 | ALLIANT ENERGY | 1301 E PLEASANT-WWTP | 11,136.00 |
| 81334 | ARAMARK UNIFORM SERVICES | 10 MAT SERVICE | 112.00 |
| 81335 | ARDENT LIGHTING LLC | REWIRE AIR COMPRESSOR | 221.78 |
| 81336 | ASSOCIATED COMPUTER SYSTEMS | MURPHY EXCHANGE ACCOUNT | 376.26 |
| 81337 | BACKUP SOLUTIONS INC | LIVEVAULT 90 DAY RETENTION | 275.00 |
| 81338 | BOB'S HANDYMAN SERVICE | SENIOR CENTER DRAIN REPAIRS | 96.00 |
| 81339 | BOUND TREE MEDICAL LLC | MEDICAL SUPPLIES | 92.25 |
| 81340 | BRUENING ROCK PRODUCTS INC | 65.09 TON ROCK | 641.15 |
| 81341 | CANON FINANCIAL SERVICES INC. | COPIER CONTRACT | 535.59 |
| 81342 | CAPITAL CITY | LENS & BULB FOR BRAKE LIGHT | 32.09 |

| | | | |
|-------|--------------------------------|--------------------------------|-----------|
| 81343 | CLARK EQUIPMENT CO | TOOLCAT 5600 G SERIES | 53,288.82 |
| 81344 | COAST TO COAST STORE | MOP HANDLE | 34.96 |
| | | SNOW REMOVAL-CODE | |
| 81345 | CREATIVE LANDSCAPING | ENFORCEMENT | 51.00 |
| 81346 | DEJONG DOOR SERVICE INC | NEW DOOR-SNAIL BLDG | 1,027.00 |
| 81347 | DENNISON RACING TEE'S | 12 UNIFORM HATS | 144.00 |
| | | NEW WINDOW FOR OLD ADMIN | |
| 81348 | EALY HOME IMPROVEMENTS | BLDG | 2,720.00 |
| 81349 | RANDY EMAL | FEB 2016 INSURANCE | 606.50 |
| 81350 | FBINAA IOWA CHAPTER | SPRING CONFERENCE-LOSADA | 125.00 |
| 81351 | AARON FULLER | BOOT REIMBURSEMENT | 134.99 |
| 81352 | GROUP SERVICES INC | SAFE-T FUND REQUEST | 5,000.00 |
| 81353 | BRIAN HOUSER | NUMBER STAMP KIT | 11.65 |
| 81354 | HY-VEE INC | COOKIES & PUNCH FOR INS MTG | 36.74 |
| 81355 | I.S.C.I.A. | I.S.C.I.A CONF-FULLER | 150.00 |
| 81356 | IA DEPT OF PUBLIC HEALTH | ANNUAL POOL REGISTRATION | 105.00 |
| 81357 | IMFOA | DUES 16/17 USSERY | 100.00 |
| 81358 | IOWA FIRE CHIEFS ASSOC | ANNUAL DUES-MITCHELL | 99.00 |
| 81359 | IOWA PUMP WORKS | CONTROL PANEL INSTALLATION | 938.35 |
| 81360 | IOWA RADIO PLUS | MONTHLY INTERNET ADVERTISING | 113.88 |
| 81396 | WINDSTREAM | PHONE BASE/FAX | 732.56 |
| 81397 | JETCO, INC | BLOWER 1 OVERLOAD TRIPPING | 244.20 |
| 81398 | JOURNAL EXPRESS | 1 YEAR SUBSCRIPTION | 64.00 |
| 81399 | KEYSTONE LABORATORIES INC | LAP TESTING 1/20-2/17 | 1,214.70 |
| 81400 | KNIA KRLS INC | MONTHLY RADIO ADVERTISING | 743.76 |
| 81401 | KNOXVILLE HOSPITAL & CLINICS | JANUARY MEDS | 100.09 |
| | KNOXVILLE CHAMBER OF | | |
| 81402 | COMMERCE | JANUARY SSMID | 2,820.97 |
| 81404 | KNOXVILLE FARM & HOME INC | PLUMBING SUPPLIES | 410.47 |
| 81405 | KNOXVILLE WATER WORKS | SEWER RENT COLLECTION | 5,442.29 |
| 81406 | LIGHTHOUSE UNIFORM CO | UNIFORM PANTS | 83.10 |
| 81407 | LOUP POWER | COPY OF BOOM TRUCK TITLE | 14.00 |
| 81408 | MARION COUNTY AUTO BODY | REPAIRS TO 2015 TAHOE | 2,379.73 |
| | MARION COUNTY EMERGENCY | | |
| 81409 | MGMT | 1 YR IAMRESPONDING.COM SUBSCRI | 678.00 |
| 81410 | MARION COUNTY RECORDER | QUIT CLAIM DEED-SINNARD | 22.00 |
| 81411 | MASTERCARD | FIRE HELMET,SHIELD & BRACKETS | 1,478.73 |
| 81413 | MIDAMERICAN ENERGY COMPANY | 800 S PARK LANE DR-REC CENTER | 17,337.91 |
| 81414 | MIDWEST OFFICE TECHNOLOGY INC | COPIER MAINTENANCE CONTRACT | 328.61 |
| 81415 | JIM MITCHELL | REGISTRATION FEES FDIC 2016 | 545.00 |
| 81416 | MOTOR INN OF KNOXVILLE | DIAGNOSE ISSUE W/THEFT LIGHT | 124.82 |
| 81417 | NATIONAL PAPER & SAN SUPPLY | BLACK 60 GALLON TRASH LINERS | 113.68 |
| 81419 | OFFICE DEPOT | SHIPPING TAPE,FOLDERS,PAPER | 746.41 |
| 81420 | OPPORTUNITY2 | 2016 LABORSHED SURVEY UPDATE | 1,875.00 |
| 81421 | PLUMB TECH MECHANICAL INC. | REPLACE A TUBE IN BOILER | 897.76 |
| 81422 | PURCHASE POWER | POSTAGE METER REFILL | 3,341.00 |
| 81423 | RACEWAY TIRE & EXHAUST | 2 NEW TIRES FOR ZONING CAR | 178.00 |
| 81424 | RAMAEKER SCREEN PRINTING | SCREEN PRINT CITY LOGO | 60.00 |
| 81425 | REFLECTIVE APPAREL FACTORY,INC | 20 HiVi's SHIRTS | 311.95 |
| 81426 | SNYDER & ASSOCIATES INC | 2016 STREET IMPROVEMENTS #6 | 7,298.46 |
| 81427 | SOUTH CENTRAL COOP | FILL PROPANE TANK | 85.00 |

| | | | |
|----------|--------------------------------|--------------------------------|-----------|
| 81428 | SOUTHEASTERN EMERGENCY EQUIP | MEDICAL SUPPLIES | 313.61 |
| 81429 | SPAHN & ROSE LUMBER | DEWALT DRILL | 299.19 |
| 81430 | STUYVESANT & BENTON | MONTHLY RETAINER | 2,000.00 |
| 81431 | TREASURED PORTRAITS INC | PD PHOTOS-GROUP & INDIVIDUAL | 500.00 |
| 81432 | TRUE VALUE HARDWARE INC. | PLUMBING SUPPLIES | 321.50 |
| 81433 | UNITY POINT HEALTH | RE-CALIBRATION OF DEFIB'S-ZOLL | 112.50 |
| 81434 | US CELLULAR | STREETS CELL PHONE | 270.33 |
| | | TROUBLESHOOT/REPLACE | |
| 81435 | VAN BERKUM PARTNERS | CONTACTOR | 462.93 |
| 81436 | VANCO SERVICES LLC | PROGRAM FEE REIMBURSEMENT | 5.60 |
| 81437 | VEENSTRA & KIMM INC | CBD IMPROVEMENTS PHASE 2 | 1,975.10 |
| 81438 | VERIZON | WWTP HOT SPOTS | 160.04 |
| 81439 | WEX BANK | GASHOL-POLICE | 4,420.62 |
| 13168470 | MASSMUTUAL | HARTFORD | 60.00 |
| 13168471 | IA PUBLIC EMPLOYEES RETIREMENT | IPERS - REGULAR | 17,579.64 |
| 13168472 | TREASURER STATE OF IOWA | STATE TAX | 7,230.00 |
| 13168473 | IRS WITHHOLDING PAYMENTS | FED/FICA TAX | 19,752.88 |
| 13168474 | TOTAL ADMINISTRATIVE SERVICES | FLEX- MEDICAL | 717.27 |
| 13168475 | IA PUBLIC EMPLOYEES RETIREMENT | IPERS - REGULAR | 13.30 |
| 13168476 | IRS WITHHOLDING PAYMENTS | FED/FICA TAX | 13.68 |
| 13168477 | IOWA PUBLIC EMPLOYEES | WAGE ADJUSTMENT ROLAND | 15,653.02 |
| 13168478 | IOWA PUBLIC EMPLOYEES | WAGE ADJUSTMENT ADAMS | 28.12 |
| 13168479 | KNOXVILLE RECREATION CENTER | MONTHLY BANK CHARGES | 228.99 |

| <u>FUND NAME</u> | <u>TOTAL</u> |
|---------------------------|--------------|
| GENERAL | 118,524.91 |
| URBAN DEVELOPMENT | 22.00 |
| ROAD USE TAX | 25,832.87 |
| EMPLOYEE BENEFITS | 16,287.64 |
| S.S.M.I.D. | 2,820.97 |
| BIKE TRAIL PROJECT | 1,710.00 |
| GO BOND PROJECTS | 1,975.10 |
| CAPITOL PROJECT - LIBRARY | 40.83 |
| EQUIPMENT REPLACEMENT | 53,288.82 |
| SEWER UTILITY | 35,920.17 |
| AIRPORT UTILITY | 1,230.48 |
| SELF FUND HEALTH INS | 5,000.00 |

Under Mayor's Report, Mayor Hatch congratulated the executive director of the grand theater Sean Skeeahan.

Under City Manager's Report, City Manager Adams announced Iowa Flag Day celebrations will be March 29th at the Library.

Motion by Lane; seconded by Stephens to adjourn at 7:05 pm, all ayes.

Brian Hatch, Mayor

ATTEST:

Heather Ussery, City Clerk

CITY OF KNOXVILLE
TOURISM ADVISORY COMMISSION MEETING Minutes
3/1/2016

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 | | | | |
| Bob Colbert, City Representative | A | P | P | | | | |
| Jake Hughes, Chamber Representative | P | P | P | | | | |
| Sharry Johnson, City Representative | P | P | P | | | | |
| Elsie Kemp, City Representative | P | A | P | | | | |
| Larry Kline, City Representative | A | P | P | | | | |
| James Lane City Council Representative | | | | | | | |
| Marion County Representative member not yet established | | | | | | | |
| Visitors | 1 | 0 | 1 | | | | |

| | | | |
|---------------------------------|--|--|---------|
| Call to Order | Larry Kline Called the meeting to order 5:25 PM | | |
| Review Monthly Minutes | Minutes for 2/2/15 were reviewed and approved by Bob Baker, 2nd by Bob Colbert Documentation missed in these minutes was as follows: This Commission agreed to except special request for funding exceeding the normal Grant request limit of \$300-\$1000 as there may be special needs that could significantly benefit Knoxville's Tourism. Final Approval must be given by the City Council, as with all other Grants. | | |
| Agenda Sharry Johnson | Larry introduced Randy Naaktgeboren; Randy presented a grant request for Bike Night July 1st 2016. His request was for \$2500 to pay for advertisement and a band. July 1st week-end could be a very big a very big week-end to bring people to Knoxville; activities that are scheduled are Bike Night, 7/1-Races 7/1 and 7/2 Fireworks. The average cost for a local band is \$600 and the band they want to bring in for this special event | Attached is the Grant that was presented.  Grant App from Bike Night 3-1-16.pdf | Ongoing |

| | | | |
|-----------------|---|--|------------------------|
| | cost \$2200. | | |
| Jake Hughes | Jake, discussed with the Chamber of Commerce s Mary Spurgeon was scheduled to present a grant request from the Knoxville Chamber, she did not present. | Follow-up discussion will be held at the April Meeting. If this is not approved in April it may very difficult to participate in this program. | Ongoing and Continuous |
| Bob Colbert | Information reviewed from Fairway Billboards. Everyone was in agreement that their pricing for a billboard on I80 of \$15,600 was much more than we currently wanted to spend. | Researching placing a Billboard on the Knoxville bypass will occur. Bob Colbert and Larry Kline will present the information they obtain at the April Meeting. | Ongoing and Continuous |
| Larry Kline | Follow-up on the Information letters in the Knoxville Water bills- Anne Leonard is willing to type the announcements we have, Sharry agreed to get the information to her. | | Ongoing and Continuous |
| Visitors | None | | |
| Open Discussion | Review of the Bike Night grant application. It was felt that this could be a big week-end for Knoxville with many activities available. Grant approved by all. James Lane has agreed to be the City Council rep. for this commission. The Application Grant or the Tourism Commission has not been added to the City website. | Final approval will come from the City Council. Sharry has agreed to follow up on that. | |
| Adjourn | Motion to Adjourn made by Jake Hughes, 2nd by Bob Colbert | | |
| Adjourned | Meeting was adjourned 6:05 | | |
| Next Meeting | April 5, 2016 | | |
| | | | |

Minutes Recorded by Sharry Johnson, 3/09/16

Regular Meeting
Knoxville Water Works
Board of Trustees
March 8, 2016

The Board of Trustees of the Knoxville Water Works met in regular session at 6:00 p.m. on March 8, 2016 at the Water Works office. The meeting was called to order by Chairman Merle Vickroy, with Dwight Sommar present. Trustee Kathy Caviness was absent.

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

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

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

1. Approval of the minutes of the February 8, 2016 regular Board Meeting.
2. Approval of the audited claims.
3. Approval of the financial reports for February.

Summary of receipts for February-

| | |
|----------------------|-----------------|
| Operating Funds = \$ | 167,412.28 |
| Trust Funds = | <u>1,650.00</u> |
| | 169,062.28 |

Summary of disbursements for February-

| | |
|----------------------|---------------|
| Operating Funds = \$ | 76,100.61 |
| Trust Funds = | <u>825.00</u> |
| | 76,925.61 |

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

Trustee Sommar made a motion to renew business insurance coverage through ICAP and to adopt Resolution 2016-2 "NAMING INDIVIDUALS TO REPRESENT KNOXVILLE WATER WORKS WITH THE IOWA COMMUNITY ASSURANCE POOL." Trustee Vickroy seconded.

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

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

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

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

Merle Vickroy
Chairman

Attest:

Brian W. Bailey
Secretary and General Manager

Sexual Assault Awareness Month Proclamation

Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community.

Rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 71 men will be raped at some point in their lives (Black et al., 2011).

Child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age 18 (Dube et al., 2005).

Young people experience heightened rates of sexual violence, and youth ages 12-17 were 2.5 times as likely to be victims of rape or sexual assault (Snyder & Sickmund, 2006).

On campus, one in five women and one in 16 men are sexually assaulted during their time in college (Krebs, Lindquist, Warner, Fisher, & Martin, 2007).

We must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions.

Prevention is possible when everyone gets involved. The first step is increasing education, awareness, and community involvement. It's time for all of us to take action to create a safer environment for all.

I join advocates and communities across the country in taking action to prevent sexual violence. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

Name

Date

Black, M. C., Basile, K.C., Breiding, M. J., Smith, S. G., Walters, M. L., Merrick, M. T., Chen, J., & Stevens, M. R. (2011). *National intimate partner and sexual violence survey: 2010 summary report*. Retrieved from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Injury Prevention and Control.: http://www.cdc.gov/ViolencePrevention/pdf/NISVS_Report2010-a.pdf

Dube, S. R., Anda, R. F., Whitfield, C.L., Brown, D. W., Felitti, V. J., Dong, M., & Giles, W. H. (2005). Long-term consequences of childhood sexual abuse by gender of victim. *American Journal of Preventive Medicine*, 28, 430-438. doi:10.1016/j.amepre.2005.01.015

Krebs, C. P., Lindquist, C. H., Warner, T. D., Fisher, B. S., & Martin, S. L. (2007) *The Campus Sexual Assault (CSA) Study* (NCJ 221153). Retrieved from the National Criminal Justice Reference Service: <https://www.ncjrs.gov/pdffiles1/nij/grants/221153.pdf>

Snyder, H. N., and Sickmund, M. (2006). *Juvenile Offenders and Victims: 2006 National Report*. Washington, DC: U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention: http://www6.montgomerycountymd.gov/content/council/olo/reports/pdf/Serious_Incident_Report/4.pdf

RESOLUTION NO. 03-13-16

RESOLUTION DIRECTING THE SALE OF AN INTEREST IN REAL PROPERTY
FOLLOWING THE PUBLIC HEARING

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

On behalf of the City of Knoxville, Iowa, the Mayor shall sell and deed the following real property, legally described as follows:

The North ½ of Lots 2 and 3 in Block 5, Original Town Plat to the City of Knoxville, Marion County, Iowa

subject to all utility easements, to McKay Insurance Agency, Inc. for one-half (1/2) of the lot and Northcote Meats for the other one-half (1/2) of the lot, pursuant to the Warranty Deeds, copies of which are attached to this Resolution and by this reference make a part hereof, for the sum of seven thousand five hundred dollars and no cents (\$7,500.00) for each one-half (1/2) and other good and valuable consideration. The City Clerk shall co-sign the deeds. The deeds shall be delivered thirty (30) days after the date of this Resolution unless an appeal on this action has been made to the District Court. Action on this Resolution shall be final upon the purchasers of giving evidence to the City Clerk that the deeds have been recorded, and such fact noted on the official record of this Resolution.

Brian J. Hatch, MAYOR

ATTEST:

Heather Ussery, CITY CLERK

HIGHWAY-RAIL GRADE SEPARATED CROSSING CLOSURE AGREEMENT

BNSF File No. BF10009000
Attica Road
U.S. DOT No. 063213J
Railroad Line Segment: 81
Railroad Milepost: 31.97

THIS AGREEMENT, made and entered into by and between the BNSF RAILWAY COMPANY, a Delaware corporation, hereinafter referred to as the "BNSF", and the City of Knoxville, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, elimination of a highway-rail grade separated crossing by closing the road includes the abandonment and permanent vacating of roadway right-of-way across the railroad right-of-way, and

WHEREAS, the BNSF agrees to pay all costs of the removal of the grade separated crossing structure at no cost to the Agency, and

WHEREAS, the Agency in cooperation with BNSF will permanently close the Attica Road highway-rail grade separated crossing DOT No. 063213J, and

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

- SECTION 1.** The Agency after having executed this agreement, and after taking all actions necessary to permanently close and vacate the Attica Road Public Crossing DOT No. 063213J and easement across the BNSF's property, and after removing both roadway approaches and installing the appropriate signage and end-of-road treatment in the form of either permanent barricades or natural barricades (re-establishing parallel ditch line, etc.) – located no closer than 50 feet to nearest rail, will submit a statement of completion to the BNSF.
- SECTION 2.** The BNSF hereby agrees to pay all costs of the removal of the grade separated crossing structure.
- SECTION 3.** The BNSF further agrees to remove the grade separated crossing structure, upon the receipt of the above mentioned statement.
- SECTION 4.** The Agency agrees to own and maintain their end-of-road treatment.
- SECTION 5.** The Agency agrees, that this crossing will remain closed and will not be re-opened by the Agency.
- SECTION 6.** The Agency and BNSF agree that no record of an easement has been found and Agency forfeits its right to any past easements.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as the dates below indicated.

EXECUTED by the BNSF this ____ day of _____, _____

BNSF RAILWAY COMPANY

By: _____
Calvin G. Nutt

Title: Manager Public Projects

EXECUTED by the Agency this ____ day of _____, _____

City of Knoxville

By: _____
Aaron Adams

WITNESS: _____

[SAMPLE FORM]

City Street Closure Ordinance

City of Knoxville

305 S. Third St.
Knoxville, IA 50138

ORDINANCE NO. <%Ordinance.Number%>

AN ORDINANCE CALLING FOR THE CLOSING OF THE RAILROAD CROSSING
LOCATED ON ATTICA ROAD, RAILROAD MILEPOST 31.97

IN THE CITY OF KNOXVILLE, IA

WHEREAS, The BNSF Railway Company, the State of Iowa, and the City of Knoxville have joined together to consolidate redundant and unnecessary street/railroad crossings; and

WHEREAS, the City of Knoxville, met in regular session on _____, _____, and there discussed and approved the railroad crossing closure at Attica Road in the City Limits of Knoxville;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY OF KNOXVILLE, that the [Attica Road (063213J)] crossing be permanently closed to vehicular traffic and vacated at the time the City places appropriate end-of-road treatment on both of the roadway approaches at a minimum distance of 50 feet from nearest rail of the track. The City will then remove both roadway approaches between the end-of-road treatment and the track. The Railroad will remove the wagon bridge.

In lieu of installing permanent end-of-road barriers, the City may re-establish the natural parallel ditch line.

City shall coordinate removal of roadway approaches with the BNSF Roadmaster in order for the Railroad to provide the required flagging for notification of train operations.

Passed and approved this ____ DAY OF _____, _____.

(Print Name) - Mayor

(Signature) - Mayor

ATTEST: _____

ORDINANCE NO. 16-02

AN ORDINANCE CLOSING A PORTION OF A STREET LOCATED WITHIN
THE CORPORATE LIMITS OF THE CITY OF KNOXVILLE, IOWA

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

SECTION 1. PURPOSE. The purpose of this Ordinance is to vacate that portion of the described street and thereby relieve the City of Knoxville, Iowa, of the responsibility of its maintenance and supervision and also to comply with the Highway-Rail Grade Separated Crossing Closure Agreement entered into between the City and BNSF Railway Company.

SECTION 2. FACTS FOUND. The Council of the City of Knoxville, Iowa hereby makes the following findings:

1. The described portion of said street is not needed for the use of the public, in consideration of the removal of the rail crossing in that area, and therefore, its maintenance at public expense is no longer justified.
2. The vacation will not deny owners of property abutting on the street reasonable access to their property.
3. It is necessary to vacate that portion of the street in order to comply with the Highway-Rail Grade Separated Crossing Closure Agreement entered into with BNSF Railway Company.
4. Notice of the intended vacation, including the date on which the Council will consider the vacating, was publishing a paper of general of circulation in the City of Knoxville and posted at the Knoxville City Hall no more than twenty (20) days and no less than four (4) days prior to the date set for the hearing.

SECTION 3. VACATION. That portion of Attica Road lying fifty (50) feet on either side of the Attica Road Public Crossing DOT No. 063213J, Knoxville, Marion County, Iowa is hereby declared vacated.

SECTION 4. REPEALER. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. RETENTION. After the closing and vacating of said street, it is the intention of the City of Knoxville, Iowa to retain possession of said street and any utilities located therein.

SECTION. 6. 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 7. 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

RESOLUTION NO. 03-16-16

RESOLUTION APPROVING A FARM LEASE BETWEEN THE CITY OF KNOXVILLE,
MARION COUNTY, IOWA AND CORY J. MOORE

WHEREAS, by previous agreement and approval of the Council, the City leased the farmland owned by the City to Cory J. Moore for the 2015 crop year; and

WHEREAS, the City now desires to lease the farming property legally described as follows:

57.3 acres located in Section 5, Township 75 North, Range 19 West, of Marion County, Iowa

to Cory J. Moore for a period of five (5) years; and

WHEREAS, the City held a public hearing regarding the proposed lease of said farm ground on the 21st day of March 2016; and

WHEREAS, the Council has reviewed the proposed lease and believes that it is in the best interest of the City to enter into a lease with Cory J. Moore for the above described property for the period beginning April 1, 2016 and ending February 28, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Knoxville, Iowa, that the Mayor and City Clerk are hereby authorized to enter into a lease with Cory J. Moore for the farmland owned by the City and described above for the period commencing on the 1st day of April 2016 and ending on the 28th day of February 2021 according to the terms set out in the lease, a copy of which is attached hereto and by this reference made a part hereof.

PASSED AND APPROVED by the Council this 21st day of March, 2016.

Brian J. Hatch, MAYOR

ATTEST:

Heather Ussery, CITY CLERK

IOWA CASH RENT FARM LEASE

Owner: The City of Knoxville

Year: April, 2016

Operator: Cory J. Moore

1. Legal Description: 57.3 acres located in Section 5, Township 75 North, Range 19 West, of Marion County, Iowa. Individual Real Estate shown as Field 2, 3, 4 and 7 on Exhibit 'A' map attached.

2. Term of Lease: Beginning April 1, 2016 and ending on February 28, 2021, unless terminated by either party according to Iowa Law on or before September 1st effective the following April 1st.

3. There are 57.3 contract acres available according to Country FSA records (FSA Form 578).

The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

| Structure | Purpose |
|-----------|---------|
| None | |
| | |

In the event damage or destruction of buildings or structures listed above, the Owner will have the option to replace them or provide their functional equivalent to operator for the purpose described above within a reasonable period of time, or make adjustments to the terms of this lease in lieu of replacement.

4. Cash Rent: Operator agrees to pay the Owner cash rent for the use of the above real estate as follows:

| Description | Amount |
|----------------------------|---------------------|
| Crop Ground 57.3 Acres for | \$7,794.00 per year |

| The cash rent shall be due and payable as follows: | |
|--|--------------------------------|
| | \$3,897.00 on April 1, 2016 |
| | \$3,897.00 on December 1, 2016 |
| | \$3,897.00 on April 1, 2017 |
| | \$3,897.00 on December 1, 2017 |
| | \$3,897.00 on April 1, 2018 |
| | \$3,897.00 on December 1, 2018 |
| | \$3,897.00 on April 1, 2019 |
| | \$3,897.00 on December 1, 2019 |
| | \$3,897.00 on April 1, 2020 |
| | \$3,897.00 on December 1, 2020 |
| | \$3,897.00 on April 1, 2021 |
| | \$3,897.00 on December 1, 2021 |

5. USDA Commodity Program Payments: Payments shall be paid to the Operator unless otherwise agreed on with the Farm Service Agency.

6. Hunting Rights: Hunting rights belong to the X Owner _____ Operator.

7. Division of Expenses: All crop production expenses are the responsibility of the Operator.

8. Expenses: No expense shall be incurred by the Operator for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed on the real estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.

9. Repair and Maintenance: Operator will not be responsible for repair and maintenance of fences unless existing fence is damaged during the course of Operator activity.

10. Operator's Duties: Operator agrees to farm the real estate in a good and husband-like manner and consistent with the terms of the lease and further agrees to control all noxious weeds on the real estate covered by the lease. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the Owner.

11. Owner's Duties: Owner agrees to warranty and defend the Operators possessions against all persons as long as this lease remains in effect. The Owner will promptly pay taxes and carry insurance on its interest in the property.

12. Compensation: Operator shall have the right to take away from the farm any movable buildings and fixtures which he/she has placed on the farm at his/her own expense. Such removal must be done within sixty (60) days after the termination of the lease. The Operator must leave the premises from which such improvements are removed in as good conditions as they were before said removal or compensate the Owner for damages. Each party shall present to the other all such claims for compensation in writing at the termination of the lease. The Operator shall receive compensation from the Owner for the unprotected value for the following items upon termination of the lease provided that the value and date of completion are documented.

Item a. _____

Item b. _____

13. Transfer of Interest: The Operator agrees not to lease or sublet any part of the real estate nor assign this lease to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer title to the real estate, the Owner will do so subject to the provisions of this lease.

14. Changes in Lease Terms: The conduct, representation, or statement of either party, by act or omission shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this lease.

15. Right of Entry: The Owner reserves the right to enter the premises at any time for any reason. Upon notice of the lease termination, the Operator agrees to permit the Owner or Owner's lessee or agent to enter the premises to do customary tillage and operations on any land from which the current crops have been removed.

16. Violation of Terms: If the Operator fails to keep any agreement contained in this lease, the lease shall then terminate and the Owner or legal representative shall have the right to take immediate possession of the premises.

17. Other Provisions: The Owner shall be allowed to periodically enter the real estate for the injected application of liquid sludge from the Knoxville Wastewater Treatment Plant and the Owner shall provide fourteen (14) days advance notice to the Operator of such intended application.

18. Arbitration: Any disputes between the Owner and Operator not covered by the terms of this lease may be submitted by either party for arbitration at a reasonable fee by three (3) disinterested persons, one of whom shall be selected by the Owner, one by the Operator, and a third by the previously named two (2). If and when disputes are submitted, a majority decision of the arbitrators shall be binding upon the parties to the lease. Costs of such arbitration shall be equally shared by Owner and Operator.

IN WITNESS WHEREOF, we agree to the terms and conditions of this lease and we affix our signatures on this ____ day of March, 2016.

OPERATOR

CITY OF KNOXVILLE, IOWA, OWNER

Cory J. Moore

Brian J. Hatch, MAYOR

Heather Ussery, CITY CLERK

305 South Third Street
Knoxville, IA 50138
641/828-0550

EXHIBIT 'A'

Farm # 605
Tract # 1312

City of Knoxville Farm Cash Rent Land, Exhibit A



Field 2 = 2.97 ac.
Field 3 = 5.24 ac.
Field 4 = 17.63 ac.
Field 7 = 31.46 ac.
TOTAL = 57.3 ac.

