

City of Knoxville  
City Council Meeting  
Monday, August 17, 2020 at 6:15 p.m.  
Teleconference

1. Call To Order

**MEMBERS PRESENT:**

Mayor Brian Hatch \_\_\_\_, Council Member Megan Suhr \_\_\_\_, Council Member John Gotta \_\_\_\_, Council Member Dylan Morse \_\_\_\_, Council Member Justin Plum \_\_\_\_, Council Member Jyl DeJong \_\_\_\_\_.

2. Citizen/Public Comments  
Discussion

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3. Consent Agenda

3.I. Approve City Council Meeting Minutes Of August 3, 2020

Documents:

[08-03-20 COUNCIL MINUTES.PDF](#)

3.II. Accept Water Board Meeting Minutes Of August 11, 2020

Documents:

[WATER BOARD MINUTES.PDF](#)

3.III. Approve Class C Liquor License For One Eleven Public House

3.IV. Approve Class C Liquor License For Peace Tree Brewing

3.V. Approve Resolution Accepting Easement For The Highway 14 Resurfacing Project In The City Of Knoxville, Iowa

Documents:

[RES 08-34-20 ODELL EASEMENT.PDF](#)  
[ODELL EASEMENT.PDF](#)

3.VI. Approve Resolution Accepting Easement For The Roche Street Culvert Project In The City Of Knoxville, Iowa

Documents:

[RES 08-37-20 ROCHE ST CULVERT EASEMENT.PDF](#)  
[CLARK EASEMENT.PDF](#)

3.VII. Set A Public Hearing For September 7, 2020 At 6:15 P.m. Regarding The Knoxville Zoning Code Relating To Camping In The City Limits

4. Item Agenda

4.I. Public Hearing - Disposal Of Interest In Real Property

A. Open Hearing

- B. Filing of Affidavit of Publications- 08/11/20
- C. Written Comments or Objections
- D. Oral Comments or Objections
- E. Close Hearing

4.I.i. Approve Resolution Directing The Sale Of An Interest In Real Property Following The Public Hearing

Documents:

[RES 08-35-20 SALE OF REAL PROPERTY.PDF](#)

4.II. Approve Resolution To Guarantee Local Match For The Central Iowa Housing Trust Fund

Documents:

[RES 08-36-20 HOUSING TRUST FUND.PDF](#)

4.III. Approve Payment Of Claims

5. Reports

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

6. Adjourn

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

\_\_\_\_\_  
Tricia Kincaid, City Clerk

# COUNCIL MINUTES

## August 3, 2020

The City Council of the City of Knoxville, Iowa convened in regular session Monday, August 3, 2020 at 6:15p.m. via teleconference. Mayor Brian Hatch presided and the following Council Members were present: Megan Suhr, John Gotta, Justin Plum and Jyl DeJong. Staffs present were City Manager Aaron Adams, City Clerk Tricia Kincaid, Police Chief Aaron Fuller and Fire Chief Cal Wyman.

Motion by DeJong; seconded by Plum to approve the consent agenda as follows, all ayes.

1. Approve City Council Meeting Minutes of July 20, 2020
2. Approve Special City Council Meeting Minutes of July 22, 2020
3. Accept Housing Board Annual Meeting Minutes of June 15, 2020
4. Accept Housing Meeting Minutes of June 15, 2020
5. Accept Water Board Meeting Minutes of July 14, 2020
6. Approve Class C Liquor License for Fareway
7. Approve Class C Liquor License for Mi Casa Grande
8. Approve Class C Liquor License for Walmart
9. Approve June 2020 Financials
10. Accept Operation Clean Sweep Statistics

Mayor Hatch announced now was the time and place for a public hearing to vacate a portion of Attica Road Right of Way. The hearing was opened at 6:19 p.m., filing of affidavit was July 30, 2020. City Manager Aaron Adams explained this was a request from adjoining property owners for a portion of Attica Road extending North. There were no written comments or objections and no oral comments or objections. Motion by Suhr, seconded by Gotta to close the hearing at 6:20 p.m.; all ayes.

Motion by Suhr, seconded by DeJong to approve first consideration, waive second and third consideration to adopt an Ordinance vacating a portion of a street located within the corporate limits of the City of Knoxville, Iowa; all ayes.

Motion by Suhr, seconded by Gotta to approve Resolution proposing disposal of an interest in real property by sale; all ayes.

Motion by Gotta, seconded by DeJong to approve first consideration, waive second and third consideration to adopt an Ordinance amending the code of Ordinances of the City of Knoxville, Iowa, by adding a new offense entitled ‘sniffing glue or other chemical substances’. Police Chief Fuller explained that this is something they have had a lot of conversations about. It will be nice to give some substance in dealing with this when it arises; all ayes.

Motion by DeJong, seconded by Gotta to Approve First Consideration, waive second and third consideration to adopt an Ordinance amending the code of Ordinances of the City of Knoxville, Iowa, by amending provisions pertaining to being under the influence of a controlled substance; all ayes.

Motion by Gotta, seconded by DeJong to approve first consideration, waive second and third consideration to adopt an Ordinance Amending the code of Ordinances of the City of Knoxville, Iowa, by amending provisions pertaining to the building code. This and the following two Ordinances would be updating from the 2009 ICC Codes to 2018. This would put the city’s code in compliance with the state mandated codes; all ayes.

Motion by Suhr, seconded by Gotta to approve first consideration, waive second and third consideration to adopt and Ordinance amending the code of Ordinances of the City of Knoxville, Iowa, by amending provisions pertaining to plumbing and mechanical code; all ayes.

Motion by DeJong, seconded by Gotta to approve first consideration, waive second and third consideration to adopt an Ordinance amending the code of Ordinances of the City of Knoxville, Iowa, by amending provisions pertaining to electrical code; all ayes.

Motion by Gotta, seconded by DeJong to approve change order #1 for the Roche Street Culvert Project. A storm sewer line was found that had not been previously mapped. It will need to have the structure rebuilt and new piping; all ayes.

Motion by Suhr; seconded by Plum to approve payment of claims; all ayes.

90544	911 CUSTOM	BULLET PROOF VESTS X4	\$3,264.00
90545	ABSOLUTE CONCRETE	COMPETINE TRAIL PAY APP 2	\$115,712.08
90546	ALLIANT ENERGY	WWTP	\$594.68
90547	CANON FINANCIAL SERVICES INC.	COPIER MAINTENANCE	\$676.08
90548	CENTRAL IOWA DISTRIBUTING INC	REC CENTER SUPPLIES	\$548.20
90549	CENTRAL STATE LEEDS	LEEDS CONFERENCE FULLER	\$450.00
90550	KALE CRITCHLOW	TRAINING SUPPLIES	\$31.31
90551	EMPLOYEE BENEFIT SYSTEMS	SAFE-T FUND	\$1,844.47
90552	EVOQUA WATER TECHNOLOGIES	SKIMMER ARMS REPAIR	\$533.00
90553	EXCEL MECHANICAL CO INC	WORK ON AC IN CITY HALL	\$1,288.00
90554	GALLS INC	12 POLO SHIRTS	\$518.79
90555	HOMEFRONT PROTECTIVE GROUP IOWA DEPT OF NATURAL	TRAINING FOR VERROS	\$250.00
90556	RESOURCES	NPDES ANNUAL FEE	\$1,275.00
90557	IOWA DIVISION OF LABOR SERVICE	ELEVATOR INSPECTION	\$175.00
90558	IMFOA	MEMBERSHIP DUES	\$50.00
90559	IOWA MUNICIPALITIES WORKERS'	INSTALLMENT 2 WORK COMP	\$7,398.00
90560	KADETH, INC	IT SUPPORT	\$336.94
90561	KNOXVILLE HOSPITAL & CLINICS MARION COUNTY EMERGENCY	JUNE MEDS	\$62.04
90562	MGMT	BULLARD PAPER COVID	\$7,380.00
90563	MC CORKLE HARDWARE INC	GRASS SEED	\$139.10
90564	MENARDS	GUTTER HANGERS	\$41.58
90566	MIDAMERICAN ENERGY COMPANY	REC CENTER	\$18,113.54
90567	MIDWEST OFFICE TECHNOLOGY INC	COPIER CONTRACT	\$185.25
90568	NATIONAL SPORTS PRODUCTS	WINDSCREENS FOR TENNIS COURTS	\$507.04
90569	O'REILLY AUTOMOTIVE INC	OIL AND FILTERS	\$154.70
90570	OFFICE DEPOT	BATTERIES AND CLIPBOARDS	\$379.34
90571	PRAXAIR DISTRIBUTION INC	EMS SUPPLIES	\$637.76
90572	RACEWAY TIRE & EXHAUST	TIRES FOR KABOTA	\$492.00
90573	RAMAEKER SCREEN PRINTING	MASKS	\$200.00
90574	REGENCY PROPERTIES	EASEMENT EXPENSE	\$4,169.85
90575	LORA ROBINSON	PASS REFUND	\$129.00

90576	ROMAR	BOX OF TOWELS	\$78.17
90577	SANDRY FIRE SUPPLY	BREATHING AIR HOSE	\$8.23
90578	JULIA SCHRADER	PASS REFUND	\$64.00
90579	K & L THOMPSON, LLC	SERVICE TO 938	\$219.58
90580	SNYDER & ASSOCIATES INC	COMPETINE TRAIL SERVICES	\$3,454.00
90581	SPAHN & ROSE LUMBER	TRAINING CENTER SUPPLIES	\$49.18
90582	STUYVESANT, BENTON & JUDISCH	RETAINER FEE	\$2,000.00
90583	SUDS ENTERPRISES, LLC	CAR WASH COUPONS	\$160.00
90584	SUMMIT COMPANIES	FIRE EXTINGUISHER	\$294.75
90585	TARGET SOLUTIONS	ONLINE TRAINING PLATFORM	\$2,620.00
90586	THE FIRE STORE	UNIFORM PANTS	\$114.83
90587	ULRICH MOTOR	937 FRONT END REPAIR	\$545.96
90588	US CELLULAR	GPS PHONE	\$54.48
90589	VAN WALL EQUIPMENT	2012 ZERO TURN REPAIR	\$1,614.03
90590	VERIZON	CELL PHONES	\$452.93
90591	WATCH GUARD VIDEO	IN-CAR CAMERA	\$4,225.00

Mayor's Report: Mayor Hatch updated on housing projects. The old gas station at the corner of 5<sup>th</sup> and Main the Vermeer Group is working on finalizing a plan for that area and are close to submitting. Waiting on a call back in regards to the housing units on Robinson Street. 360 Nationals and Outlaws shows coming in would like to welcome all fans, please be safe, practice social distancing guidelines and protect those at high risk. Thank you to Council Member Suhr for reaching out to the community on social media about the VA and getting input on that.

City Manager's Report: Would like to welcome all visitors. Strongly encourage social distancing, hand washing and wearing masks.

Police Chief Fuller: Would also like to welcome everyone to town and reiterate social distancing and being a good neighbor and race goer.

Fire Chief Wyman: Welcome everyone to the races. Be safe, would like everyone to have a good experience here. Will be doing a house burn on August 29<sup>th</sup> at the 600 block of Rock Island, will be used for training. They have been working with the Police Department, Sheriff's office and race track trying to make this Nationals as safe as possible.

Motion by DeJong, seconded by Plum to adjourn the meeting at 7:15 p.m.; all ayes.

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Brian Hatch, Mayor

ATTEST:

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Tricia Kincaid, City Clerk



Regular Meeting  
Knoxville Water Works  
Board of Trustees  
August 11, 2020

The Board of Trustees of the Knoxville Water Works met in a regular session at 5:30 P.M. on August 11, 2020 at the Water Works office. The meeting was called to order by Acting Chairman Dwight Sommar, with Trustee Kathy Caviness present. Trustee Merle Vickroy was absent.

Trustee Caviness motioned and Sommar seconded to approve the agenda as presented.

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

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

1. Approval of the minutes of the July 14, 2020 regular Board
2. Approval of the audited claims.
3. Approval of the financial reports for July.

Summary of receipts for July-

Operating Funds = \$	181,201.31
Trust Funds = \$	<u>1,600.00</u>
\$	182,801.31

Summary of disbursements for July-

Operating Funds = \$	475,573.78
Trust Funds = \$	<u>1,475.00</u>
\$	477,048.78

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

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

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

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

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Dwight Sommar  
Acting Chairman

Attest:

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Brian W. Bailey  
Secretary and General Manager

RESOLUTION NO. 08-34-20

RESOLUTION ACCEPTING EASEMENT FOR THE HIGHWAY 14 RESURFACING PROJECT IN THE CITY  
OF KNOXVILLE, IOWA

WHEREAS, as part of the City of Knoxville Highway 14 Resurfacing Project in the City of Knoxville, Marion County, Iowa, the City and its Engineers have determined that the construction of the project will require obtaining certain easements in order to complete said construction; and,

WHEREAS, the City has received an easement from the following person as follows:

A. Timothy R. O'Dell

WHEREAS, it is necessary for the City to accept this easement and proceed with recording of same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Knoxville, Iowa, that the above referenced easement for the Highway 14 Resurfacing Project is hereby accepted by the City and the City Clerk is authorized to record said easement with the Marion County Recorder.

PASSED AND APPROVED by the City Council this 17th day of August 2020.

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Brian J. Hatch, MAYOR

ATTEST:

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Tricia Kincaid, CITY CLERK

Prepared by: Robert L. Stuyvesant	P.O. Box 517, Carlisle, IA 50047	515/989-3263
Name	Address	Phone
When Recorded Return to:		
City of Knoxville	305 S. Third St., Knoxville, IA 50138	641/828-0550
Name	Address	Phone

### TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned property owner (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF KNOXVILLE, IOWA, a municipal corporation (hereinafter called "City"), a temporary construction easement over, on, through, across and within the following described real estate:

See attached Exhibit "A"

(hereinafter called "Easement Area"), for the purpose of the City using said real estate, as described, during the construction of the improvements over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City during the City's use of said Temporary Easement.
  
2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City during the City's use of said Temporary Easement. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including, but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. **MAINTENANCE.** The City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives. Likewise, the City (Grantee) agrees to indemnify and hold Grantor, his employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of the City (grantee) or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
8. **APPROVAL BY THE CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

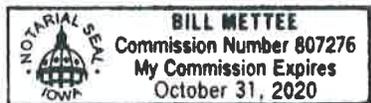
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 11 day of Aug, 2020

[Signature]  
Timothy R. O'Dell

STATE OF IOWA            )  
  }ss  
COUNTY OF MARION    )

This record was acknowledged before me on August 11, 2020, by Timothy R. O'Dell.



[Signature]  
Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA            )  
                                      }ss  
COUNTY OF MARION        )

I, Tricia Kincaid, City Clerk of the City of Knoxville, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Knoxville by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_

\_\_\_\_\_  
City Clerk of Knoxville, Iowa

This record was acknowledged before me on \_\_\_\_\_, 20 \_\_, by Tricia Kincaid as CITY CLERK of Knoxville, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

RESOLUTION NO. 08-37-20

RESOLUTION ACCEPTING EASEMENT FOR THE ROCHE STREET CULVERT  
PROJECT IN THE CITY OF KNOXVILLE, IOWA

WHEREAS, as part of the Roche Street Culvert Project in the City of Knoxville, Marion County, Iowa, the City and its Engineers have determined that the construction of the culvert will require obtaining certain easements in order to complete said construction; and,

WHEREAS, the City has received an easement from the following person as follows:

A. Randy F. Clark and Lelah M. Clark

WHEREAS, it is necessary for the City to accept this easement and proceed with recording of same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Knoxville, Iowa, that the above referenced easement for the Roche Street Culvert Project is hereby accepted by the City and the City Clerk is authorized to record said easement with the Marion County Recorder.

PASSED AND APPROVED by the City Council this 17<sup>th</sup> day of August 2020.

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Brian J. Hatch, MAYOR

ATTEST:

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Tricia Kincaid, CITY CLERK

Prepared by: Robert L. Stuyvesant, Stuyvesant, Benton & Judisch, PO Box 517, Carlisle, IA 50047, 515/989-3263  
Name Street Address City, State, Zip Phone

When Recorded Return to:

City of Knoxville, 305 S. Third St., Knoxville, IA 50138 (641) 828-0550  
Name Street Address City,State,Zip Phone

## STORM SEWER AND FLOWAGE EASEMENT

**KNOW ALL PERSONS BY THESE PRESENTS** that the undersigned property owner, (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the CITY OF KNOXVILLE, IOWA, a municipal corporation (hereinafter called "City") a perpetual easement and right-of-way under, over, on, through, across and within the following described real estate:

THE SOUTH 20.00 FEET OF THE WEST 85.00 FEET OF THE SOUTH 80 FEET OF THE NORTH 194 FEET OF LOT 7, WHITE'S ADDITION TO THE CITY OF KNOXVILLE, IOWA, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF KNOXVILLE, MARION COUNTY, IOWA AND CONTAINING 0.04 ACRES (1,700 SQUARE FEET).

(hereinafter called 'Easement Area') for the purpose of the City constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining a storm sewer and a flowage easement, together with all necessary structures and appurtenances thereto, under, over, on, through, across and within said Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION AND PLACEMENT OF STRUCTURES, OBSTRUCTIONS, PLANTINGS OR MATERIALS PROHIBITED.** Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED.** Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in

grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees..

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. **MAINTENANCE.** For a period of ten (10) years from the date of this Easement the City shall be responsible for any maintenance of the land located within the Easement area based on the improvements the City constructed in the Easement area. At the end of the ten year period, the City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the Grantor, its grantees, assigns or transferees. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

5. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod, riprap or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

7. **EASEMENT BENEFIT.** This shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed perpetual to run with the land and shall be binding on Grantor and on Grantor's successors and assigns.

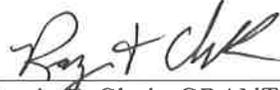
9. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the lawful claims of all persons whomsoever.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

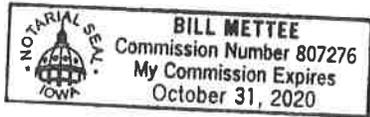
Signed this 12 day of Aug, 2020.

  
Randy F. Clark, GRANTOR

  
Lelah M. Clark, GRANTOR

STATE OF IOWA            )  
  ) ss.  
COUNTY OF MARION    )

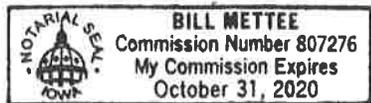
On this 12 day of August, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Randy F. Clark, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed same as his voluntary act and deed.



  
Notary Public in and for said State

STATE OF IOWA            )  
  ) ss.  
COUNTY OF MARION    )

On this 12 day of August, 2020, before me the undersigned, a Notary Public in and for said State, personally appeared Lelah M. Clark, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed same as her voluntary act and deed.



  
Notary Public in and for said State

ACCEPTANCE BY CITY

STATE OF IOWA, COUNTY OF MARION

I, Tricia Kincaid, City Clerk of the City of Knoxville; Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Knoxville by Resolution No. \_\_\_\_\_, passed on the \_\_\_\_ day of \_\_\_\_\_, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Tricia Kincaid  
City Clerk of Knoxville, Iowa

RESOLUTION NO. 08-35-20

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

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

NOW on this 17th day of August, 2020, on behalf of the City of Knoxville, Iowa, the Mayor shall sell and deed an interest in real property which is described as follows:

The East 25 feet of North Attica Rd. lying West of and adjacent to all that part of Lot 1 in East Knoxville, Iowa (otherwise known as Brown's Addition to the City of Knoxville, Iowa) lying South of the right-of-way of the C. B. & Q. R. R.;

AND

The West 16 feet of North Attica Rd. lying East of and adjacent to part of Lot 13 in Block 3 in Mathew's Addition to the City of Knoxville, Iowa, North side of Robinson Street, described as follows: Beginning at the Southeast corner of said Lot 13, thence West 85 feet and 7 inches, thence North to the South line of the right-of-way of the C.B. & Q. R. R. Co., thence in a Southeasterly direction along the South line of said right-of-way to the East line of Lot 13, thence South to the place of beginning.

to the owner or owners of the lots abutting the aforementioned portion of the street, with the City retaining all easements of record, named as grantees on the Quit Claim Deeds, copies of which are attached to this Resolution and by this referenced made a part hereof, for a sum of \$ \_\_\_\_\_ and for other good and valuable consideration. The City Clerk shall co-sign all 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 purchaser of the deed giving evidence to the City Clerk that the deed has been recorded, and such fact noted on the official record of this Resolution.

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

ATTEST:

\_\_\_\_\_  
Tricia Kincaid, CITY CLERK

**RESOLUTION No. 8-36-20**  
**A RESOLUTION TO GUARANTEE LOCAL MATCH FOR THE CENTRAL**  
**IOWA HOUSING TRUST FUND**

**WHEREAS**, Boone, Jasper, Marion, and Warren Counties have created a Local Housing Trust Fund (“LHTF”), whose general mission and purpose is to address the affordable housing needs within the region through coordination and long-term planning; and,

**WHEREAS**, it is important for the area’s communities and counties to collaborate to address this issue; and,

**WHEREAS**, the LHTF consists of all areas within Boone, Jasper, Marion, and Warren Counties; and,

**WHEREAS**, the City of Knoxville understands that opportunities exist to secure resources to address the various housing needs in our community through the LHTF; and,

**WHEREAS**, the LHTF needs an entity to guarantee money to satisfy the local match requirement needed for the LHTF to secure funding for State FY 2021; and,

**WHEREAS**, the LHTF will collect local match from the applicants themselves that apply for funding but cannot guarantee local match up front; and,

**WHEREAS**, the LHTF Board has adopted a policy that if the City of Knoxville does have to provide funding as local match to the LHTF, the City of Knoxville will be guaranteed to receive their local match back and associated housing funds to be spent on eligible housing projects in the City of Knoxville; and,

**NOW THEREFORE BE IT RESOLVED** that the City of Knoxville does hereby guarantee the local match money needed for the State FY 2021 funding application for the LHTF, which is estimated to be a maximum of \$78,521.

Approved and adopted this 17th day of August 2020.

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Brian Hatch, Mayor  
City of Knoxville

ATTEST

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Tricia Kincaid, City Clerk