City of Knoxville
City Council Meeting
December 5, 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 November 21, 2016

Documents:

COUNCIL MINUTES 112116.PDF

3.II. Accept Housing Board Minutes Of October 17, 2016

Documents:

HOUSING BOARD MINUTES 101716.PDF

3.III. Accept Tourism Commission Minutes Of November 4, 2016

Documents:

TOURISM BOARD MINUTES 110416.PDF

3.IV. Accept Housing Board Minutes Of November 7, 2016

Documents:

HOUSING BOARD MINUTES 110716.PDF

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

3.VI. Accept November CSO Report

Documents:

CSO NOVEMBER 2016 MEMO.PDF

3.VII. Schedule First Meeting In January For January 3, 2017

4. Item Agenda

4.I. Approve Tourism Advisory Commission Request To Change Hwy 5/92 Billboard

Documents:

VISIT KNOXVILLE BILLBOARD.PDF

4.II. Approve Resolution Approving 28E Agreement For Mutual Assistance For Polk County Area Fire/Rescue Services

Documents:

CLIVE FD FOAM TRAILER 2017.PDF
RES 125616 28E.PDF

4.III. Approve Resolution Proposing Disposal Of An Interest In Real Property By Sale (705 S. Third)

Documents:

OFFER.PDF

4.IV. Approve Resolution Proposing Disposal Of An Interest In Real Property By Sale (1614 E. Marion)

Documents:

OFFER.PDF

4.V. 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
November 21, 2016

The City Council of the City of Knoxville, Iowa convened in regular session Monday, November 21, 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, James Lane, Cal Stephens and Craig Kelley. Staffs present were City Clerk Heather Ussery, City Attorney Bob Stuyvesant, Police Chief Dan Losada and Fire Chief Jim Mitchell.

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

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

1. Approve City Council Minutes of November 7, 2016
2. Accept Airport Commission minutes of October 15, 2016
3. Accept Water Board Minutes of November 8, 2016
4. Accept Library Board of Trustees Minutes of November 16, 2016
5. Accept Cody Nichol as Police Reserve
6. Approve October 2016 Financials

Motion by Kelley; seconded by Stephens to approve resolution approving plat of survey, all ayes.

Motion by Stephens; seconded by Lane to set a public hearing for December 5, 2016 at 6:15 p.m. to approve first consideration of an ordinance amending the code of ordinances for the City of Knoxville, Iowa, 2009, all ayes.

Motion by Lane; seconded by Stephens to approve payment of claims; all ayes.

82986	PROVANTAGE LLC	CITY HALL SERVER	11,619.00
82987	ABS SANITATION	MONTHLY GARBAGE SVC-SEPT	96.00
82988	ALLIANT ENERGY	1545 HWY 14-AIRPORT	50.87
82989	COAST TO COAST STORE	C-FOLD TOWELS	47.97
82990	DISH NETWORK	DISH SERVICES	118.89
82991	DOWIE PEST CONTROL	RODENT CONTROL	150.00
82992	KEUNING PLUMBING & HEATING	SVC ON MERCY ONE'S CREW QTRS	146.76
82993	KNOXVILLE AVIATION	FUEL FOR MOWER	48.14
82994	MIDAMERICAN ENERGY COMPANY	1545 HWY 14-AIRPORT	106.19
82995	TK CONCRETE INC	PAY EST #3 ON TAXILANE	52,149.45
82996	ABC PEST CONTROL	MONTHLY PEST CONTROL	39.85
82997	AMPERAGE CREATIVE SOURCES	4TH INSTALLMENT	12,257.15
82998	BAKER & TAYLOR	42 BOOKS INV#2032390287	3,068.43
82999	CENTER POINT LARGE PRINT	4 LP INV#1425085	125.82
83000	DONNELLSON PUBLIC LIBRARY	3 BOOKS R.PROENNEKE	63.37
83001	FISHER WHITING MEMORIAL LIBRAR	ILL BOOK DAMAGED	10.30
83002	FORBES OFFICE SOLUTIONS	1 PKG BATTERIES	8.88
83003	GABE FLYNN PUBLISHERS'	3 BOOKS @ $7.00	21.00
83004	KNOXVILLE WATER WORKS	217 S 2ND ST-GEBHARDT HOUSE	36.85
83005	MEDIACOM	MONTHLY INTERNET	75.90
83006	QUALITY SCENT	3 BATHROOM DEODORIZERS	24.00
83007	QUILL CORPORATION	BOOK TAPE	71.11
83008	STATE OF IOWA-ELEVATOR SAFETY	ELEVATOR SAFETY INSPECTION	175.00
83009	ROSLIN THOMPSON	MILEAGE REIMB-DUBUQUE	272.03
83010	XEROX CORPORATION	COPIER LEASE	190.16
83011	AFLAC	AFLAC-ACC/PRE	258.77
83012	COLLECTION SERVICES CENTER	CHILD SUPPORT	1,363.26
83013	ICMA RETIREMENT TRUST	ICMA	1,953.39
83014	MUNICIPAL FIRE & POLICE	MFPRSI	20,405.26

83015	KNOXVILLE FIRE & RESCUE ASSC	FIRE DUES	65.28
83016	CITY OF KNOXVILLE	SLF FND BEN-F	11,865.72
83017	DELTA DENTAL OF IOWA	DELTA DENTAL	528.50
83018	COLONIAL LIFE	COLONIAL LIFE	22.85
83019	PLIC-SBD GRAND ISLAND	LIFE INSURANCE	636.19
83020	EMPLOYEE BENEFIT SYSTEMS	HEALTH SGL BEN	22,453.14
83021	ALLIED INSURANCE	EMPLOYMENT PRACTICES BOND 2017	1,755.00
83022	AMERIHEALTH CARITAS IOWA	RESCUE OVERPAYMENT-S.DEVORE	88.92
83023	ARAMARK UNIFORM SERVICES	10 MAT SERVICE	117.60
83024	VANWALL EQUIPMENT	OIL FILTERS & OIL FOR MOWER	82.65
83025	BOUND TREE MEDICAL LLC	5 DEFIB FAST PATCHES	222.45
83026	LUBE-TECH & PARTNERS LLC	55 GAL 80W90	1,001.43
83027	BROWN'S SHOE FIT COMPANY	STEEL TOE BOOTS-MURPHY	135.00
83028	BRUENING ROCK PRODUCTS INC	67.29 TON ROAD ROCK	672.90
83029	CENTRAL IOWA DISTRIBUTING INC	2 CASES PAPER TOWELS	288.60
83030	CITY OF KNOXVILLE	RANDY PUYEAR PREMIUMS	143.83
83031	COAST TO COAST STORE	PAINT ROLLER,TRAY & J HOOK	8.47
83032	CREATIVE LANDSCAPING	WEED & FEED	600.00
83033	DENNISON RACING TEE'S	EMBROIDERY ON SHIRTS/COAT-EMAL	42.48
83034	ELECTRONIC ENGINEERING	INSTALL DUAL RADIO HEAD-TAHOE	48.00
83035	EMPLOYEE BENEFIT SYSTEMS	RANDY PUYEAR PREMIUMS	348.15
83036	GE BETZ INC	NITRITE INDICATOR	109.91
83037	HARSIN CONSTRUCTION INC	REPLACE VALVE FOR PRIMARY B	1,776.50
83038	BRIAN HOUSER	POSTAGE TO RETURN KNOXBOX	13.45
83039	HY-VEE INC	CAKE,COFFEE,CUPS	116.40
83040	IDEAL READY MIX CO	SIDEWALK REPAIR AT AULD PARK	194.50
83041	INDIAN HILLS COMMUNITY COLLEGE	CONTINUING EDUCATION HOURS	100.00
83042	INTERNATIONAL CODE COUNCIL	MEMBERSHIP	135.00
83043	IOWA STATE SAVINGS BANK	COBBLESTONE TIF	35,410.49
83044	WINDSTREAM	PHONE BASE/FAX	1,617.89
83045	ISU EXTENSION,MARION COUNTY	APPLICATOR TRAINING	35.00
83046	JOSH'S CONSTRUCTION	7 MANHOLE LINING	10,873.00
83047	KYLE KELLER	MEAL REIMB-ACTIVE SHOOTER	5.93
83048	KNOXVILLE HOSPITAL & CLINICS	MEDICATIONS	145.70
83049	KNOXVILLE AVIATION	DECEMBER CONTRACTUAL SERVICES	3,467.91
83050	KNOXVILLE CHAMBER OF COMMERCE	TOURISM GRANT REQUEST	2,278.00
83051	KONE INC	ELEVATOR MAINT 11/1/16-1/31/17	181.08
83052	MARION COUNTY HUMANE SOCIETY	18 ANIMALS	2,620.50
83053	MARION COUNTY RECORDER	CEMETERY DEED-J.HUDSPETH	21.00
83055	MASTERCARD	4 HELMET CAMERAS	3,759.10
83056	MEDICAP PHARMACY	EMPLOYEE FLU SHOTS	595.00
83057	BILL METTEE	ECIC QUARTERLY MEETING	29.16
83058	MIDAMERICAN ENERGY COMPANY	0 STREET LIGHTING 56%	6,937.06
83059	MIDWEST OFFICE TECHNOLOGY INC	COPIER MAINTENANCE	356.44
83060	MOTOR INN OF KNOXVILLE	INSPECTION-2014 IMPALA	48.86
83061	MUNICIPAL SUPPLY INC	VALVE & COUPLINGS	1,063.50
83062	NORTHERN TOOL & EQUIPMENT CO	GREASE GUN	42.99
83063	O'REILLY AUTOMOTIVE INC	BATTERY FOR TRUCK	289.36

83064	OSKALOOSA HERALD INC	COUNCIL MINUTES 10/03	359.31
83065	PARK LANE DEVELOPMENT, LLC	PARK LANE TIF	165,492.10
83066	PPG ARCHITECTURAL COATINGS	10 GAL PAINT	288.13
83067	PRAXAIR DISTRIBUTION INC	OXYGEN	132.85
83068	Q3 CONTRACTING	4,339 FT SEEDING-WASHINGTON ST	3,080.69
83069	RAMAEKER SCREEN PRINTING	100 2017 UTV STICKERS	692.14
83070	RHINO PRODUCTS	2 HYDRANT STRAPS	33.94
83071	SHELL	4 TIRES-COLD PATCH TRAILER	300.00
83072	SMITH FERTILIZER & GRAIN INC	BEET JUICE	2,752.29
83073	SOUTHEASTERN EMERGENCY EQUIP	MEDICAL SUPPLIES	635.91
83074	SUDS ENTERPRISES, LLC	20 CAR WASH COUPONS	140.00
83075	TRUE VALUE HARDWARE INC.	TIMER SWITCH	68.29
83076	US CELLULAR	A937 & A938 CELL PHONES	338.18
83077	VAN MAANEN ELECTRIC INC.	REPAIRS TO TRAFFIC LIGHT	894.00
83078	VERIZON	WWTP HOT SPOT	160.08
83079	VILLAGE CLEANERS	ALTERATIONS SHIRT-KELLER	15.25
83080	WALMART COMMUNITY	MOVIES	441.36
83081	WEILER	TIF PAYMENT	42,443.50
83082	WEX BANK	GASOLINE-POLICE	5,328.48
83083	WINTER EQUIPMENT COMPANY	3 RIGHT SIDE CURB GUARDS	571.64
83084	WS DARLEY & CO	SMOOTHBORE NOZZLE	273.51
13168591	KNOXVILLE RECREATION CENTER	MONTHLY BANK CHARGES	249.22
13168592	MASSMUTUAL	HARTFORD	62.36
13168593	IA PUBLIC EMPLOYEES RETIREMENT	IPERS - REGULAR	18,570.02
13168594	TREASURER STATE OF IOWA	STATE TAX	7,896.00
13168595	IRS WITHHOLDING PAYMENTS	FED/FICA TAX	20,685.68
13168596	TOTAL ADMINISTRATIVE SERVICES	FLEX- MEDICAL	717.27
13168597	TREASURER-STATE OF IOWA	SEWER SALES TAX	6,441.00

FUND NAME	TOTAL
GENERAL	109,135.20
ROAD USE TAX	23,237.43
EMPLOYEE BENEFITS	491.98
FIVE STAR TIF	42,443.50
PARK LANE TIF	165,492.10
COBBLESTONE TIF	28,187.49
POLICE DEPARTMENT TRUST	9.94
FIRE/RESCUE DONATIONS	744.00
LIBRARY GIFT & MEMORIAL	74.56
DEBT SERVICE	7,223.00
CAPITOL PROJECT - LIBRARY	12,294.00
EQUIPMENT REPLACEMENT	11,619.00
SEWER UTILITY	38,658.66
AIRPORT IMPROVEMENTS	52,149.45
AIRPORT UTILITY	5,012.58
SELF FUND HEALTH INS	595.00

Under Mayor’s Report; Mayor Hatch thanked volunteers for the Living Windows event.

Under City Manager’s Report, City Clerk Ussery requested staff be able to close city hall at noon on a scheduled Friday in January to be part of A.L.I.C.E. Training. Council approved.

Motion by Lane; seconded by Stephens to adjourn to closed session according to section 21.5 (c) of the Iowa Code, all ayes.

Motion by Allspach-Kline; seconded by Lane to reconvene in open session and council action as needed. No action was taken.

Motion by Lane; seconded by Stephens to adjourn at 6:41pm, all ayes.

_____

Brian Hatch, Mayor

ATTEST:

_____

Heather Ussery, City Clerk

MINUTES

Low Rent Housing Agency of Knoxville
Location: Conference Room of the Housing Agency
October 17, 2016

Present: Board Chairman Don Croghan and Board Member(s) Jody Mansueto, Teresa Higginbotham, and Brent Hanna. Also present was Section 8 Coordinator Susan Swartzendruber and Executive Director Janice Kerner, Secretary for the Board.

Absent: Board Members: Jerrold Jordan.

Motion by Brent Hanna with second by Jody Mansueto to accept the consent agenda. The consent agenda included the minutes of the regular Housing Board Meeting of September 19, 2016, the occupancy report, and the stop loss monitoring report. The Executive Director covered the Housing Agencies has had more vacancies this year and that units were coming back in much worse condition than usual. All voted aye.

Motion by Brent Hanna with second by Teresa Higginbotham to approve the payment of claims. All voted aye.

The board started the item agenda with Item #10. Susan Swartzendruber presented information on recent training Housing and Urban Development (HUD) had in Kansas City, KS. The training was attended by both Ms. Swartzendruber and Ms. Kerner. It was designed to provide insight on upcoming initiatives and to solicit comments about the proposals. Ms. Swartzendruber spoke about the proposed changes to the Section 8 Voucher Rental Assistance inspections. In addition, Ms. Swartzendruber attended training about changes to the Public Housing REAC inspections performed by HUD. The Public Housing program has about one third of its units inspected in a random sampling by HUD on a two to three year cycle. The emphasis in the past has been on the interior of the units and the plan is move the emphasis to the exterior of the buildings including maintenance of the grounds. HUD has found significant substandard repairs at some Housing Agencies and recently sent out a letter explaining putting a piece of plywood over an interior wall hole would not be considered adequate. Ms. Swartzendruber covered the repair requirement would now be industry standard. Executive Director Janice Kerner covered two other proposed changes. The first was HUD's evaluation system covering Section 8 Voucher Rental Assistance and Public Housing programs. The plan is to consolidate the evaluation systems and the renamed system would be called SEPHAS. The second change covered significant deficiencies found at some Housing Agencies, HUD plans to require the Board of Directors to do a performance evaluation of the Executive Director.

Executive Director requested to postpone items #2 - #7 to a special board meeting later this month.

The Housing Agency removed carpet in its conference room. It had expected to be able to just wax the terrazzo floor underneath the carpet. The terrazzo floor was found to be of two different colors with part of it badly stained. Reviewed the options available and

the most cost efficient option appears to be a vinyl plank floor. The Housing Agency's lease with the City provides changes that are predominately cosmetic in nature are to be paid by the Housing Agency. Motion by Jody Mansueto with second by Teresa Higginbotham to expend funds to install a new vinyl planking floor. All voted aye.

The Director covered changes in office staffing. The Housing Agency has a person who fills in as back-up. There have been times the back-up is not available. It makes the remaining staff much less effective with interruptions to help walk-in and answering all phone calls. It is especially critical as the office gets ready to process from the Section 8 Voucher Rental Assistance waitlist. The Housing Agency has hired another person to serve as a back-up. The position is temporary and will be filled on "on-going basis" later. The Executive Director also noted the office was processing many more applicants than in the past to fill a single Public Housing unit and this was taking its toll on staff.

Motion by Jody Mansueto with second the Teresa Higginbotham to accept the August 2016 financial statements. The Director briefly covered the Public Housing Agency showed a $19525.83 loss. This is due to the number of vacancies and the condition of the vacancies. The Housing Agency had had extra maintenance staff for most of the fiscal year to assist in unit preparation. The Public Housing program has reserves to cover the loss and the Housing Agency could choose to divert some future Comprehensive Fund Program grant to operations to cover the loss. All voted aye.

Motion by Brent Hanna with second by Teresa Higginbotham to adjourn the meeting. All voted aye.

Don Croghan, Board Chairman

Janice A. Kerner, secretary

CITY OF KNOXVILLE
TOURISM ADVISORY COMMISSION MEETING MINUTES
11/4/2016

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

Commission Members Date	7/12/16	8/2/16	9/6/16	10/4/16	11/1/16	12/6/16	1/3/17
Bob Baker, Race Track Representative	E	P	P	E	A		
Bob Colbert, City Representative	P	P	P	P	P		
Jake Hughes, Chamber Representative	P	P	P	P	P		
Sharry Johnson, City Representative	P	P	P	P	P		
Elsie Kemp, City Representative	P	P	P	P	P		
Larry Kline, City Representative	P	P	P	P	P		
James Lane City Council Representative	P	E	A	A	A		
Marion County Representative member not yet established							
Visitors							

Call to Order	Larry Kline Called the meeting to order 5:15 PM		Closed
Review Monthly Minutes	Minutes from October approved, motion by Elsie K, 2nd by Bob C.		Closed
Agenda Grant Other Grant Request	Jake Hughes, representing the Knoxville Chamber presented a grant request for $2,500. This Grant will be used to fund Knoxville Living Windows, Advertising (Newspaper & Radio) thru-January 2017 Promoting business in Knoxville.	General discussion was held, everyone felt that it would be better to advertise more in November and December and not so much in January. Jake said he would take those suggestions back to the Chamber office. Request would be made for the City Councils approval on Monday November 7th.	Ongoing
Bob Baker	Review information on the submission of the plan for changing the billboard.	Bob was not present, he was out of state at the time of this meeting	Ongoing
Sharry Johnson	At the last meeting there was some discussion about not having a December Meeting.	Because we have no current grant request an vote was held and it was decided to not have a	Closed.

		December Meeting. Next meeting will be Jan 3rd 2017	
Sharry Johnson	We discussed having a bigger lay out in Travel Iowa Magazine however the form to do so was due September 30the 2016 so we will look at this earlier next year.		Ongoing/continuous
Open Discussion	It is felt that we still need to bring new members to this Commission. We would like the City Council to make suggestions to do this. We will be looking and Knoxville Flyers for 2017 at Januarys meeting, along with getting the finalized actions on the billboard.		Ongoing /continuous
Adjourn	Motion to Adjourn made by Bob Colbert, 2nd Elsie Kempt		
Adjourned	Meeting was adjourned 6:00		
Next Meeting	January 3rd, 2017		

Minutes Recorded by Sharry Johnson, 11/28/2016

MINUTES
Special Housing Board Meeting
November 7, 2016

Present: Board Chairman Don Croghan and Board Members Jerrold Jordan and Brent Hanna. Also present was Susan Swartzenduber, Section 8 Coordinator, and Janice Kerner, secretary for the Board.

Absent: Board Member(s) Jody Mansueto and Teresa Higginbotham.

Motion by Brent Hanna and second by Jerrold Jordan to post Flat Rents for 2016 for public comment and to apply to Housing and Urban Development for a market rate flat rent on all unit sizes. Starting in 2014, Housing and Urban Development changed the method by which Flat Rents are set. To correct some of the issues caused by the change, PIH Notice 2015-13 was issued which allows Housing Agencies to request an exception waiver when applicable market area does not reflect the market value of the property and the proposed lower flat rental amount is based on a market analysis of the applicable market. All voted aye.

Motion by Jerrold Jordan with second by Brent Hanna to post the Section 8 Rental Assistance Voucher utility allowances for a sixty day public comment period. Housing and Urban Development requires an annual review of this allowance. All voted aye.

Motion by Jerrold Jordan with second by Brent Hanna to post the Public Housing utility allowance for a sixty day public comment period. Housing and Urban Development requires an annual review of this allowance. All voted aye.

Reviewed current Section 8 Voucher Rental Assistance HAP usage. Briefly reviewed the projected effects of raising the payment standards.

Motion by Jerrold Jordan with second by Brent Hanna to post the proposed Section 8 payment standards for a thirty day public comment period. The Housing Agency is required by Housing and Urban Development to review its payment standards when new Fair Market Rents are published annually. The Housing Agency based the revised payment standards on the amount that it believes are needed for applicants to successfully lease up in its area and continues to have separate higher payments standards for the larger Pella, IA housing units. Housing costs are higher in Pella and these families in particular have trouble finding housing. According to the most recent U.S. Census, 40% of the renters in Pella, IA are considered rent burdened. All voted aye.

Motion by Brent Hanna with second by Jerrold Jordan to adjourn the meeting. All voted aye.

Don Croghan, Chairman

Janice A. Kerner, secretary

[redacted]

Memo

To: City Council
From: Chief Dan Losada
Date: December 5, 2016
Re: November CSO Report

In November 2016 the Community Service Officer, Arlene Worrall spent 68 hours on Code Enforcement issues and 84 hours in the Police Department Records. The Part Time CSO II, Randy Emal worked 65 hours this month. Together the CSOs worked on the following issues:

Animal Issues	2
Debris Storage	10
Junk Vehicle	7
Leaves raked into Street	1
Trash/Refuse	2
Properties Inspected	20
Citations Issued	2
Court Dates	1
Parking Citations	83
Property Owners /Residents Contacted	25
Work Hired Out	0

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Polk County Area Fire/Rescue Services

WHEREAS, the undersigned entities ("Party" or collectively "Parties") provide fire/rescue services and/or emergency medical services ("Emergency Services") in Polk County and/or the adjoining counties of Boone County, Dallas County, Jasper County, Madison County, Marion County, Marshall County, Story County and Warren County ("adjoining counties"); and

WHEREAS, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Polk County and adjoining counties in a time of need;

WHEREAS, the current Mutual Aid Agreement is entitled 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services and is filed with the Iowa Secretary of State at 10:51 a.m. on June 24, 2015, numbered M508206 ("2015 Agreement"); and

WHEREAS, the 2015 Agreement has been in force for one year and Parties desire to update; and

WHEREAS, the Parties have a desire to assist each other in time of need; and

WHEREAS, the Parties each maintain adequate Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

WHEREAS, the governing bodies of each party are desirous of entering into this 28E Agreement ("Agreement"), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Incorporation of Recitals

The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

II. Definitions

A. Mutual Aid. The assistance of Emergency Services personnel and equipment provided by one Party ("Providing Entity") and requested by the other Party ("Requesting Entity") to this Agreement.

B. Incident Commander. The person who, by virtue of his/her position with the Requesting Entity, is responsible for the overall command and direction of the Emergency response activities.

C. Emergency. Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life, stabilize the incident, and/or protect property within its jurisdiction.

III. Purpose

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

IV. Request for Assistance

All requests for Mutual Aid in an Emergency shall be made by an Emergency Services director or designee of the Requesting Entity. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision of type and amount of equipment and number of personnel to be provided by the Providing Entity to the Requesting Entity shall be at the sole discretion of the Providing Entity. Further, the Providing Entity shall be held harmless by the Requesting Entity from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Requesting Entity.

V. Authority over Joint Operations

The Incident Commander of the Requesting Entity shall retain overall control of all Emergency response activities. The ranking supervisor of the Providing Entity shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

VI. Liability

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their

employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs, injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party. Nothing in this agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement. Provided, however, the Requesting Entity shall indemnify, defend and hold harmless the Providing Entity where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VII. Compensation

A. Emergency Services. For Emergency Services, no Party shall be required to reimburse any other Party for the cost of providing the services set forth in this Agreement, unless the incident lasts twelve hours or longer. If an incident lasts twelve hours or longer, the Providing Entity may seek compensation from the Requesting Entity for the cost of providing the services set forth in this Agreement.

All services are billable if the incident lasts a minimum of twelve consecutive hours. Services include, but are not limited to:

a. Personnel (including backfill personnel)
b. Equipment (at rates defined by FEMA)
c. Supplies (actual cost incurred, including shipping of replacement supplies)

Documentation is required in the form of an incident report which clearly lists personnel, equipment and supplies used. Supply usage also requires an actual invoice copy.

B. Emergency Medical Services. The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Providing Entity provides supplemental services or a higher level of medical services than the Requesting Entity, such as paramedic services, the Requesting Entity may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Requesting Entity does not charge for ambulance services, the Providing Entity will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.

C. Hazardous Materials Services. The Providing Entity may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

VIII. Termination

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the President of the Polk County Fire Chief's Association. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

IX. Effective Date

This Agreement shall be in full force and effect at 12:01 a.m., January 1, 2017, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to January 1, 2017, the President of the Polk County Fire Chief's Association shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

X. Prior Mutual Assistance Agreements

This Agreement supersedes the 2015 Agreement in full.

XI. Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the then presiding President of the Polk County Fire Chief's Association or President's designee.

XII. Validity

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XIII. No Separate Entity Created -- Administration

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The then presiding President of the Polk County Fire Chief's Association shall serve as Administrator of this undertaking.

XIV. No Real or Personal Property

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

28E AGREEMENT FOR MUTUAL ASSISTANCE
for Polk County Area Fire/Rescue Services

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services.

Effective Date: January 1, 2017

Legal Name of Jurisdiction: **City of Knoxville, IA**

Jurisdiction Official	Dated
Attest	Dated
Chief/Director	Dated

RESOLUTION NO. 12-56-16

RESOLUTION APPROVING 28E AGREEMENT FOR MUTUAL ASSISTANCE FOR POLK COUNTY AREA FIRE/RESCUE SERVICES

WHEREAS, the City of Knoxville (the "City") desires to enter into this 28E Agreement ("Agreement"), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KNOXVILLE, IOWA:

That the City approves the 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services; and the Mayor, is hereby authorized and directed to execute said Agreement on behalf of the City.

PASSED AND APPROVED THIS _5_ day of December, 2016.

By: _____
Brian Hatch, Mayor

ATTEST:

By: _____
Heather Ussery, City Clerk

410 West South Street
Knoxville, IA 50138
641-842-6620

November 17, 2016

Aaron Adams, Manager
City of Knoxville
305 South Third Street
Knoxville, IA 50138

Re: Property located at 705 South Third Street, Knoxville

Dear Mr. Adams:

I would like to offer $2,000.00 to purchase the above stated property. This offer is pending satisfactory inspection of sewer system.

I would also like to offer $500.00 to purchase the vacant lot located at 1614 East Marion, Knoxville.

Sincerely,

Jeff Sinnard

410 West South Street
Knoxville, IA 50138
641-842-6620

November 17, 2016

Aaron Adams, Manager
City of Knoxville
305 South Third Street
Knoxville, IA 50138

Re: Property located at 705 South Third Street, Knoxville

Dear Mr. Adams:

I would like to offer $2,000.00 to purchase the above stated property. This offer is pending satisfactory inspection of sewer system.

I would also like to offer $500.00 to purchase the vacant lot located at 1614 East Marion, Knoxville.

Sincerely,

Jeff Sinnard