



NOTICE OF PUBLIC MEETING

Public Safety Committee

The City of Adel's Public Safety Committee will meet in the council chambers at the Adel City Hall, 301 S. 10th Street, Adel, Iowa, on **Thursday, November 21, 2019** at **6:00 p.m.**

AGENDA

1. Call to Order
2. Consider Approval of September 3, 2019 Minutes
3. Regulation of ATVs
4. School Resource Officer 28E Agreement with ADM
5. Fire Department Future / Strategic Planning
6. Fire Department Vehicles
7. Fire/EMS Mutual Aid 28E Agreement for Dallas County
8. Any Other Business
9. Adjournment

11/18/2019 2:28:01 PM

Please Note: Members or a quorum of members of other City Boards, Commissions, Committees, and / or the Council may be in attendance. Only items on the agenda may be acted upon and / or discussed.



September 3, 2019 Public Safety Committee - Minutes

The City of Adel's Public Safety Committee met in the council chambers at Adel City Hall, 301 South 10th Street, Adel, Iowa, on September 3, 2019 at 6:45 p.m.

Selby called the meeting to order at 6:41 p.m. Members present: McAdon, Ockerman, and Selby. Others: Council Members Christensen and Miller, City Administrator Brown, and several residents.

Ockerman motioned, seconded by McAdon, to approve the March 7, 2019 minutes. Motion carried unanimously.

Discussion began on ATV regulations. Selby stated that residents has asked about using ATVs on City streets, which is currently prohibited under the City's ordinances. Selby asked for public comments.

Darrell Hutzell, 102 N. 5th Street, stated that the City should allow ATVs because it already allows golf carts and snowmobiles. Hutzell stated that responsible ATV owners be given a chance.

Gina Lark, 108 N. 5th Street, stated her support of ATVs and provided the City of Boone's ordinance. Kip Hutzell, 108 N. 5th Street, stated that 17 counties allow it and up to 30 counties may allow it next year.

Todd Chapman, 1901 N. 15th Street, stated comparisons to motorcycles and noted specific provisions in State Code that govern ATVs. Chapman reiterated Darrell Hutzell's statement about being given a chance.

Ockerman stated that Dallas County does not have an ordinance on ATVs. Ockerman stated that the County Attorney had several objections.

McAdon asked about recreational uses. Chapman stated that ATVs can be used recreationally, for yard maintenance, for plowing, and for other uses.

Christensen stated that registration issues could be addressed and that a sunset could be used. Ockerman asked that City Attorney Kristine Stone contact the County Attorney. Miller stated that he would like to hear from the Police Department. McAdon stated that the City needs to perform its due diligence, as the ordinance would be written for everyone. Brown will follow-up with Stone.

Discussion moved to reviewing an open burn ban. Brown provided information about Polk County and communities in the Des Moines metro. Brown noted that the City has not received any complaints since the committee last discussed this issue in February.

Selby stated that she does not mind open burning except for trash. McAdon stated that she would be in favor of a ban for health reasons and since the City collects yard waste. Ockerman stated that he was not in favor of a ban since it has not been an issue.

In other business, the committee noted they would like to meet with the Fire Department.

With no other business, the meeting was adjourned at approximately 7:17 p.m.

Respectfully submitted
Anthony Brown
City Administrator

CHAPTER 75

ALL-TERRAIN VEHICLES AND SNOWMOBILES

75.01 Purpose

75.02 Definitions

75.03 General Regulations

75.04 Operation of Snowmobiles

75.05 Operation of All-Terrain Vehicles

75.06 Negligence

75.07 Accident Reports

75.01 PURPOSE. The purpose of this chapter is to regulate the operation of all-terrain vehicles and snowmobiles within the City.

75.02 DEFINITIONS. For use in this chapter the following terms are defined:

1. “All-terrain vehicle” or “ATV” means a motorized flotation-tire vehicle, with not less than three (3) and not more than six (6) low pressure tires, that is limited in engine displacement to less than one thousand (1,000) cubic centimeters and in total dry weight to less than one thousand (1,000) pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(Code of Iowa, Sec. 321I.1)

2. “Off-road motorcycle” means a two-wheeled motor vehicle that has a seat or saddle designed to be straddled by the operator and handlebars for steering control and that is intended by the manufacturer for use on natural terrain. “Off-road motorcycle” includes a motorcycle that was originally issued a certificate of title and registered for highway use under Chapter 321 of the Code of Iowa, but which contains design features that enable operation over natural terrain. An operator of an off-road motorcycle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

(Code of Iowa, Sec. 321I.1)

3. “Off-road utility vehicle” means a motorized flotation-tire vehicle, with not less than four and not more than eight low-pressure tires, that is limited in engine displacement to less than one thousand five hundred (1,500) cubic centimeters and in total dry weight to not more than one thousand eight hundred (1,800) pounds and that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. An operator of an off-road utility vehicle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

(Code of Iowa, Sec. 321I.1)

(Ord. 263– Jan. 10 Supp.)

4. “Snowmobile” means a motorized vehicle weighing less than one thousand (1,000) pounds which uses sled-type runners or skis, endless belt-type tread with a width of forty-eight (48) inches or less, or any combination of runners, skis or tread, and is designed for travel on snow or ice. “Snowmobile” does not include an all-terrain vehicle which has been altered or equipped with runners, skis, belt-type tracks or treads.

(Code of Iowa, Sec. 321G.1)

(Ord. 245 – Mar. 08 Supp.)

75.03 GENERAL REGULATIONS. No person shall operate an ATV, off-road motorcycle or off-road utility vehicle within the City in violation of Chapter 321I of the Code of Iowa or a snowmobile within the City in violation of the provisions of Chapter 321G of the Code of Iowa or in violation of rules established by the Natural Resource Commission of the Department of

Natural Resources governing their registration, equipment and manner of operation.

(Ord. 245 – Mar. 08 Supp.)

(Code of Iowa, Ch. 321G & Ch. 321I)

75.04 OPERATION OF SNOWMOBILES. The operators of snowmobiles shall comply with the following restrictions as to where snowmobiles may be operated within the City:

1. Streets. Snowmobiles shall be operated only upon streets which have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council.

(Code of Iowa, Sec. 321G.9[4a])

2. Exceptions. Snowmobiles may be operated on prohibited streets only under the following circumstances:

- A. Emergencies. Snowmobiles may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

(Code of Iowa, Sec. 321G.9[4c])

- B. Direct Crossing. Snowmobiles may make a direct crossing of a prohibited street provided all of the following occur:

- (1) The crossing is made at an angle of approximately ninety degrees (90°) to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;

- (2) The snowmobile is brought to a complete stop before crossing the street;

- (3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and

- (4) In crossing a divided street, the crossing is made only at an intersection of such street with another street.

(Code of Iowa, Sec. 321G.9[2])

3. Railroad Right-of-way. Snowmobiles shall not be operated on an operating railroad right-of-way. A snowmobile may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Code of Iowa, Sec. 321G.13[1h])

4. Trails. Snowmobiles shall not be operated on all-terrain vehicle trails except where so designated.

(Code of Iowa, Sec. 321G.9[4g])

5. Parks and Other City Land. Snowmobiles shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City. A snowmobile shall not be operated on any City land without a snow cover of at least one-tenth of one inch.

6. Sidewalk or Parking. Snowmobiles shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the “parking” except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.

75.05 OPERATION OF ALL-TERRAIN VEHICLES. The operators of ATVs shall comply with the following restrictions as to where ATVs may be operated within the City:

1. Streets. ATVs may be operated on streets only in accordance with Section 321.234A of the Code of Iowa or on such streets as may be designated by resolution of the Council for the sport of driving ATVs.

(Code of Iowa, Sec. 321I.10[1 & 3])

2. Trails. ATVs shall not be operated on snowmobile trails except where designated.

(Code of Iowa, Sec. 321I.10[4])

3. Railroad Right-of-way. ATVs shall not be operated on an operating railroad right-of-way. An ATV may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Code of Iowa, Sec. 321I.14[1h])

4. Parks and Other City Land. ATVs shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City.

5. Sidewalk or Parking. ATVs shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking."

75.06 NEGLIGENCE. The owner and operator of an ATV or snowmobile are liable for any injury or damage occasioned by the negligent operation of the ATV or snowmobile. The owner of an ATV or snowmobile shall be liable for any such injury or damage only if the owner was the operator of the ATV or snowmobile at the time the injury or damage occurred or if the operator had the owner's consent to operate the ATV or snowmobile at the time the injury or damage occurred.

(Code of Iowa, Sec. 321G.18 & 321I.19)

75.07 ACCIDENT REPORTS. Whenever an ATV or snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to one thousand dollars (\$1000.00) or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer and shall file an accident report, in accordance with State law.

(Code of Iowa, Sec. 321G.10 & 321I.11)

BOONE CODE

CHAPTER 77

ALL-TERRAIN AND OFF-ROAD VEHICLES

77.01 Purpose

77.05 Identification Requirements

77.02 Definitions

77.06 Exempt Vehicles and Operators

77.03 Operation on Roadways

77.07 Penalties

77.04 Unlawful Operation

77.01 PURPOSE. This ordinance shall designate the roadways within the City of Boone where all-terrain vehicles and off-road utility vehicles may operate.

77.02 **DEFINITIONS.** The definitions of terms used in this ordinance are:

1. "All-terrain vehicle," as defined by Iowa Code Section 321I.1(1)(a), means a motorized vehicle with not less than three and not more than six nonhighway tires that is limited by-in engine displacement to less than one thousand cubic centimeters ~~but greater than two hundred cubic centimeters~~ and in total dry weight to less than one thousand two hundred pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

2. "Off-road utility vehicle," as defined in Iowa Code Section 321I.1(1~~78~~)(a), means a motorized vehicle with not less than four and not more than eight nonhighway tires or rubberized tracks, ~~engine displacement of at least two hundred cubic centimeters~~ that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. "Off-road utility vehicle" includes the following vehicles:

A. "Off-road utility vehicle – type 1" means an off-road utility vehicle with a total dry weight of one thousand two hundred pounds or less and a width of fifty inches or less.

B. "Off-road utility vehicle – type 2" means an off-road utility vehicle, other than a type 1 off-road utility vehicle, with a total dry weight of two thousand pounds or less, and a width of sixty-five inches or less.

C. "Off-road utility vehicle – type 3" means an off-road utility vehicle with a total dry weight of more than two thousand pounds or a width of more than sixty-five inches, or both.

3. "Roadway," as defined in Iowa Code Section 321I.1, means that portion of a highway improved, designed, or ordinarily used for vehicular travel, but does not include Story Street or Mamie Eisenhower Avenue, does not include the ditch, nor does it include any area or roadway inside any City park.

Commented [KS1]: The Iowa Code has been revised with respect to these definitions. Revisions are noted.

Commented [KS2]: These exceptions are unique to Boone. Does Adel want to exempt certain roadways? 321I.10 authorizes cities to "designate streets under the jurisdiction of cities within their respective corporate limits which may be used" by ATVs. This likely excludes HWY1 69 since that is under the jurisdiction of DOT.

77.03 OPERATION ON ROADWAYS. If an all-terrain vehicle or an off-road utility vehicle is properly registered pursuant to Iowa Code Section 321I.3 ~~or 321I.5, and with proper identification under Section 77.05 of this ordinance,~~ it may be operated on any roadway in the City of ~~Boone-Adel~~ pursuant to the restrictions in this ordinance, which means ~~it cannot be operated on Story Street, South Story Street, Mamie Eisenhower, West Mamie Eisenhower, Highway 30, in any City park or in the ditch,~~ and those restrictions imposed by the Iowa Code. ~~Such operation must begin after official sunrise and must cease before official sunset. In addition, the operation shall be prohibited anywhere in that such location in the City of Adel Boone during the week Super Nationals beginning at midnight on the Friday before Super Nationals begins and continuing until noon of the second Sunday thereafter, which thus totals approximately eight (8) days and~~ and at any such time as the ~~Boone-Adel~~ Police Chief in his/her discretion decides that in the interest of public safety the operation shall be prohibited. An all-terrain vehicle and off-road utility vehicle may stop at service stations or convenience stores along the designated roadway.

Commented [KS3]: Same comment as above. The city can identify which roads can be used by ATVs.

Commented [KS4]: The Iowa Code allows operation after dark. This is a requirement specific to Boone.

In the event that a person residing on ~~Story Street, South Story Street, West Mamie Eisenhower Avenue or Mamie Eisenhower Avenue~~ wishes to operate an all-terrain vehicle or an off-road utility vehicle on the said roadways, said person may operate on the roadway for a reasonable distance to reach the permissible City roadway.

Commented [KS5]: Identify excepted roads here.

77.04 UNLAWFUL OPERATION. A person shall not operate an all-terrain vehicle or off-road utility vehicle under any of the following conditions:

1. At a rate of speed greater than ~~35 miles per hour,~~ or the posted speed limit, ~~whichever is less.~~
2. In a careless manner such that it creates or causes unnecessary tire squealing, skidding, or sliding upon acceleration or stopping; or simulates a race or causes any wheel or wheels to unnecessarily lose contact with the ground or causes the vehicle to unnecessarily turn abruptly or sway.
3. Without a lighted white light to the front and lighted red light to the rear, both of which shall be installed and operated in accordance with industry standards and practices for the vehicle.
4. While under the influence of intoxicating liquor or narcotics or drugs.
5. Without liability insurance (or other proof of financial responsibility as provided in Iowa Code Chapter 321A) in an amount not less than that required by Iowa Code Chapter 321A for motor vehicles and shall carry proof of insurance on board. An owner or driver cited for a violation, who produces to the Clerk of Court prior to the person's court appearance as indicated on the citation proof that financial liability coverage was in effect for the motor vehicle at the time the person was stopped and cited, shall not be convicted of such violation and the citation issues shall be dismissed by the court. Upon dismissal, the court or Clerk of Court shall assess the costs of the action against the defendant named on the citation.
6. A person shall not operate an all-terrain vehicle or off-road utility vehicle on any designated riding area or designated trail unless the riding area or trail is signed as open to all-terrain vehicle or off-road utility vehicle operation.
7. A person shall not operate an all-terrain vehicle or off-road utility vehicle unless the operator is 16 years of age or older and has a valid Iowa driver's license.

Commented [KS6]: Iowa Code Section 321.234A(2) provides that ATVs may not be operated at speeds greater than 35 miles per hour.

8. At all times of operation the driver and any passengers shall properly wear any seatbelts that were installed on the vehicle by the manufacturer or that are on the vehicle. No removal of any factory installed seatbelts is authorized.

77.05 ~~IDENTIFICATION REGISTRATION~~ REQUIREMENTS. Individuals who operate on roadways in the City of ~~Boone-Adel~~ must ~~obtain an identification plate~~ register their all-terrain vehicle or off-road utility vehicle with the ~~from the office of the Boone-Dallas County Recorder. If the vehicle is registered in another state, the operator must obtain a nonresident user permit from the Dallas County Recorder prior to operating the all-terrain vehicle or off-road utility vehicle on the roadways within the City of Adel. A registration or nonresident user permit decal shall be affixed to the rear of the all-terrain vehicle or off-road utility vehicle so that the decal is clearly visible. The following conditions apply:~~

- ~~1. The owner of each all-terrain vehicle or off-road vehicle shall be required to provide proof of ownership including but not limited to bill of sale, registration and other documentation accepted by the Recorder.~~
- ~~2. Identification plates will be issued for only one all-terrain vehicle or off-road vehicle and are not transferable.~~
- ~~3. Identification plates shall be affixed to the rear of the vehicle so that the permit is clearly visible.~~

77.06 EXEMPT VEHICLES AND OPERATORS. This ordinance does not apply to any exemption under the Iowa Code for all-terrain vehicles and off-road utility vehicles operated pursuant to Iowa Code Section 321I.9 (government and farm implements) or Iowa Code Section 321.234A (incidental to and use for agricultural purposes, government, public utilities, licensed engineers and licensed surveyors) or Iowa Code Section 352.2, 321I.14(3)(b) (farm operations).

77.07 PENALTIES. Violation of this ordinance shall constitute a simple misdemeanor, ~~punishable by a fine of \$250.00 plus the applicable court surcharge and court costs.~~

(Ch. 77 – Ord. 2235 – Dec. 17 Supp.)

[The next page is 485]

CHAPTER 75

ALL-TERRAIN VEHICLES, UTV AND SNOWMOBILES

75.01 Purpose

75.02 Definitions

75.03 General Regulations

75.04 Operation of Snowmobiles

75.05 Operation of All-Terrain Vehicles UTVs

75.06 Negligence

75.07 Accident Reports

75.01 PURPOSE. The purpose of this chapter is to regulate the operation of all-terrain vehicles and snowmobiles within the City.

75.02 DEFINITIONS. For use in this chapter the following terms are defined:

1. “All-terrain vehicle” or “ATV” means a motorized vehicle, with not less than three and not more than six non-highway tires, that is limited in engine displacement to less than 1,000 cubic centimeters and in total dry weight to less than 1,200 pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(Code of Iowa, Sec. 321I.1[1])

2. “Off-road motorcycle” means a two-wheeled motor vehicle that has a seat or saddle designed to be straddled by the operator and handlebars for steering control and that is intended by the manufacturer for use on natural terrain. “Off-road motorcycle” includes a motorcycle that was originally issued a certificate of title and registered for highway use under Chapter 321 of the *Code of Iowa*, but which contains design features that enable operation over natural terrain. An operator of an off-road motorcycle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

(Code of Iowa, Sec. 321I-1)

3. “Off-road utility vehicle UTV” means a motorized vehicle, with not less than four and not more than eight non-highway tires or rubberized tracks, that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. “Off-road utility vehicle” includes the following vehicles:

(Code of Iowa, Sec. 321I-1)

A. “Off-road utility vehicle – type 1” includes vehicles with a total dry weight of 1,200 pounds or less and a width of 50 inches or less.

B. “Off-road utility vehicle – type 2” includes vehicles, other than type 1 vehicles, with a total dry weight of 2,000 pounds or less and a width of 65 inches or less.

C. “Off-road utility vehicle – type 3” includes vehicles with a total dry weight of more than 2,000 pounds or a width of more than 65 inches, or both.

An operator of an off-road utility vehicle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

4. “Snowmobile” means a motorized vehicle that weighs less than 1,000 pounds, that uses sled-type runners or skis, endless belt-type tread with a width of 48 inches or less, or any combination of runners, skis or tread, and is designed for travel on snow or ice. “Snowmobile” does not include an all-terrain vehicle that has been altered or equipped with runners, skis, belt-type tracks, or treads.

(Code of Iowa, Sec. 321G.1)

75.03 GENERAL REGULATIONS. No person shall operate an ATV, off-road motorcycle or off-road utility vehicle within the City in violation of Chapter 321I of the *Code of Iowa* or a snowmobile within the City in violation of the provisions of Chapter 321G of the *Code of Iowa* or in violation of rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, equipment and manner of operation.

(Code of Iowa, Ch. 321G & Ch. 321I)

75.04 OPERATION OF SNOWMOBILES. The operators of snowmobiles shall comply with the following restrictions as to where snowmobiles may be operated within the City:

1. Streets. Snowmobiles shall be operated only upon streets that have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council.

(Code of Iowa, Sec. 321G.9[4a])

2. Exceptions. Snowmobiles may be operated on prohibited streets only under the following circumstances:

A. Emergencies. Snowmobiles may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

(Code of Iowa, Sec. 321G.9[4c])

B. Direct Crossing. Snowmobiles may make a direct crossing of a prohibited street provided all of the following occur:

- (1) The crossing is made at an angle of approximately 90 degrees to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;
- (2) The snowmobile is brought to a complete stop before crossing the street;
- (3) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and
- (4) In crossing a divided street, the crossing is made only at an intersection of such street with another street.

(Code of Iowa, Sec. 321G.9[2])

3. Railroad Right-of-way. Snowmobiles shall not be operated on an operating railroad right-of-way. A snowmobile may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Code of Iowa, Sec. 321G.13[1h])

4. Trails. Snowmobiles shall not be operated on all-terrain vehicle trails except where so designated.

(Code of Iowa, Sec. 321G.9[4f])

5. Parks and Other City Land. Snowmobiles shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City. A snowmobile shall not be operated on any City land without a snow cover of at least one-tenth of one inch.

6. Sidewalk or Parking. Snowmobiles shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking" except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.

75.05 OPERATION OF ALL-TERRAIN VEHICLES. The operators of ATVs shall comply with the following restrictions as to where ATVs may be operated within the City:

1. Streets. ATVs and off-road utility vehicles may be operated on streets only in accordance with Section 321.234A of the *Code of Iowa* or on such streets as may be designated by resolution of the Council for the operation of registered ATVs or registered off-road utility vehicles. In designating such streets, the Council may authorize ATVs and off-road utility vehicles to stop at service stations or convenience stores along a designated street.

(Code of Iowa, Sec. 321I.10[1 & 3])

2. Trails. ATVs shall not be operated on snowmobile trails except where designated.

(Code of Iowa, Sec. 321I.10[4])

3. Railroad Right-of-way. ATVs shall not be operated on an operating railroad right-of-way. An ATV may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Code of Iowa, Sec. 321I.14[1h])

4. Parks and Other City Land. ATVs shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City.

5. Sidewalk or Parking. ATVs shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking."

6. Direct Crossing. An all-terrain vehicle or off-road utility vehicle may make a direct crossing of a highway provided all of the following occur:

(Code of Iowa, Sec. 321I.10[5])

A. The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing.

B. The all-terrain vehicle or off-road utility vehicle is brought to a complete stop before crossing the shoulder or main traveled way of the highway.

C. The driver yields the right-of-way to all oncoming traffic which constitutes an immediate hazard.

D. In crossing a divided highway, the crossing is made only at an intersection of such highway with another public street or highway.

E. The crossing is made from a street, roadway, or highway designated as an all-terrain vehicle trail by a state agency, county, or city to a street, roadway, or highway designated as an all-terrain vehicle trail by a state agency, county, or city.

75.06 NEGLIGENCE. The owner and operator of an ATV or snowmobile are liable for any injury or damage occasioned by the negligent operation of the ATV or snowmobile. The owner of an ATV or snowmobile shall be liable for any such

injury or damage only if the owner was the operator of the ATV or snowmobile at the time the injury or damage occurred or if the operator had the owner's consent to operate the ATV or snowmobile at the time the injury or damage occurred.

(Code of Iowa, Sec. 321G.18 & 321I.19)

75.07 ACCIDENT REPORTS. Whenever an ATV or snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to \$1,500.00 or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer and shall file an accident report, in accordance with State law.

(Code of Iowa, Sec. 321G.10 & 321I.11)

(Ch. 75 – Ord. 613-17 – Sep. 17 Supp.)

ORDINANCE NO. 2017-08

**AN ORDINANCE PROVIDING FOR THE OPERATION OF GOLF CARTS AND
ATVs/ORVs ON CITY STREETS**

BE IT ORDAINED by the City Council of Humboldt, Iowa:

SECTION 1. The City desires to allow the use of golf carts and ATVs/ORVs on certain streets within the city limits, but subject to the rules and restrictions set forth herein.

WHEREFORE new Chapter 74 of the Humboldt Municipal Code is hereby adopted as follows:

CHAPTER 74

OPERATION OF GOLF CARTS AND ATVS/ORVS ON CITY STREETS

74.01 Purpose	74.05 Restrictions
74.02 Definitions	74.06 Financial Responsibility
74.03 Permitted Operation	74.07 Permits
74.04 Prohibited Streets	74.08 Penalty

74.01 PURPOSE. The purpose of this Chapter is to regulate the use and operation of golf carts and ATV/ORVs on certain designated streets within the City of Humboldt pursuant to the provisions of Iowa Code Sections 321.247 and 321I.10.

74.02 DEFINITIONS. For use in this Chapter the following terms are defined as follows:

1. *“Golf cart”* means a four-wheeled recreational vehicle generally used for transportation of person(s) in the sport of golf that is either electric powered or gas powered, with an engine displacement of less than 351 cubic centimeters and a total dry weight of less than 800 pounds.
2. *“All-terrain vehicle” (“ATV”)* means a motorized flotation-tire vehicle with not less than three and not more than six low pressure tires, that is limited in engine displacement to less than one thousand (1,000) cubic centimeters and in total dry weight to less than one thousand (1,000) pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.
3. *“Off-road utility vehicle” (“ORV”)* means a motorized vehicle with not less than four and not more than eight non-highway tires or rubberized tracks that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control.

74.03 PERMITTED OPERATION. Except for those streets designated in Section .04 below and subject to the restrictions set forth in Section .05 below, golf carts and ATV/ORVs may be

operated upon the streets of Humboldt by persons 18 years or older who have a valid Iowa driver's license.

74.04 PROHIBITED STREETS.

1. No golf cart or ATV/ORV shall be operated on the following streets within the City limits of Humboldt, Highway 169 (13th Street), Highway 3 (10th Avenue North), 5th Street, 6th Avenue North, and Sumner Avenue between 8th and 4th Streets.
2. A golf cart or ATV/ORV may cross the streets set forth in subparagraph 1 above as follows:
 - Such crossings shall be at a 90° angle only;
 - Golf carts and ATV/ORVs must come to a complete stop before making a crossing; and
 - Golf carts and ATV/ORVs must yield to all on-coming traffic and pedestrians.

74.05 RESTRICTIONS.

1. Golf carts or ATV/ORVs may only be operated on permitted City streets and alleys between sunrise and sunset.
2. No golf cart or ATV/ORV shall be operated in the City at a speed in excess of twenty-five (25) miles per hour.
3. No golf cart or ATV/ORV shall be operated or parked upon public sidewalks or trails.
4. No person shall operate a golf cart or ATV/ORV in a careless, reckless or negligent manner endangering the person or property of another or causing injury or damage to same.
5. No golf cart or ATV/ORV shall carry more passengers than the golf cart or ATV/ORV has designed seating for, and all riders must remain seated.
6. All golf carts or ATV/ORVs operated upon City streets shall be equipped with the following, all of which shall be in good condition and/or proper working order:
 - a. A slow moving vehicle sign OR rear tail lights;
 - b. A safety flag that is 30 square inches and displayed so the bottom of the flag is either at least five feet in the air above the ground, or the bottom of the flag shall be above the top of the roofline; and
 - c. Adequate brakes.
7. No golf cart or ATV/ORV shall be operated while under the influence of intoxicating liquor, narcotics or habit-forming drugs.
8. No golf cart or ATV/ORV shall be operated on public streets or alleys with an open container of alcohol as referred to in §321.284 of the Code of Iowa.

74.06 FINANCIAL RESPONSIBILITY. The owner or operator of a golf cart or ATV/ORV must maintain and provide proof of financial responsibility to the same extent as is required under Iowa Code §321.2013 upon request by a peace officer or city official. The owner or operator of a golf cart or ATV/ORV is liable for any injury or damage occasioned by the negligent operation of the golf cart or ATV/ORV.

74.07 CITY PERMIT. No person shall operate a golf cart or ATV/ORV on any public street or alley in the City of Humboldt, for any purpose, unless the operator possesses a permit issued by the Humboldt City Clerk..

1. Golf cart or ATV/ORV owners may apply for a permit from the City Clerk on forms provided by the City.
2. The Clerk shall not issue a permit until the owner/operator has provided the following:
 - a. Evidence that the permittee is at least 18 years of age, and possesses a valid State-issued driver's license.
 - b. Proof of financial responsibility pursuant to Section 6 above.
 - c. That the ATV/ORV is properly registered with the state.
3. All permits shall be issued for a specific golf cart or ATV/ORV. Permit holders will be issued a sticker that must be affixed to the rear of the golf cart or ATV/ORV and be, at all times, visible to any police officer or city official.
4. The fee for such permits shall be fifty dollars (\$50.00). Permits will be valid for one (1) year from January 1 through December 31. Permits may be purchased at any time during the year but will be valid only through December 31.
5. A permit may be suspended up to 60 days by the police department upon finding evidence that the permit holder has violated the conditions of the permit or has abused the privilege of being a permit holder. The permittee may request a hearing in front of the City Council to have their permit reinstated. There will be no refund of the permit fee in the event of a suspension.

74.08 PENALTY. A violation of the provisions of this Chapter shall be deemed to be a municipal infraction, subject to a civil penalty of up to \$750.00 per offense. An offender may also be subject to prosecution under Iowa Code for any scheduled violation. Any person who commits two violations of this Chapter within a twenty-four (24) month period shall have their permit to operate a golf cart or ATV/ORV revoked, with no change of reissuance for a period of twelve (12) months from the date of revocation.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the City Council this 5th day of September, 2017 and approved this 5th day of September, 2017.

Daniel E. Scholl, Mayor

Attest: _____
Gloria J. Christensen, City Clerk

Humboldt

I certify the foregoing was published as Ordinance No. 2017-08 on the 14th day of September, 2017.

First Reading:	August 7, 2017
Second Reading:	August 21, 2017
Final Reading:	September 5, 2017
Date Published:	September 14, 2017

Gloria J. Christensen, City Clerk

CHAPTER 75: BICYCLES AND RECREATIONAL VEHICLES

Section

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75.99 Penalty

ALL-TERRAIN VEHICLES, GOLF CARTS AND SNOWMOBILES

§ 75.01 PURPOSE.

The purpose of this subchapter is to regulate the operation of all-terrain vehicles, golf carts and snowmobiles within the city.

(1999 Code, § 75.01)

§ 75.02 DEFINITIONS.

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALL-TERRAIN VEHICLE or **ATV**. A motorized flotation-tire vehicle with not less than three low pressure tires, but not more than six low pressure tires, or a two-wheeled, off-road motorcycle, that is limited in engine displacement to less than 800 cubic centimeters and in total dry weight to less than 750 pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(Iowa Code § 321G.1(1))

GOLF CART. Also referred to as a **GOLF CAR** or **NEIGHBORHOOD ELECTRIC VEHICLE (NEV)**. A motorized vehicle generally used for transportation of person(s) that is either electric or gas powered used to convey short distances at speeds less than 30 mph.

SNOWMOBILE. A motorized vehicle weighing less than 1,000 pounds which uses sled-type runners or skis, endless belt-type tread, or any combination of runners, skis or tread, and is designed for travel on snow or ice.

(Iowa Code § 321G.1(20))

(1999 Code, § 75.02)

§ 75.03 GENERAL REGULATIONS.

No person shall operate an ATV, golf cart or snowmobile within the city in violation of the provisions of Iowa Code Chapter 321G or rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, numbering, equipment and manner of operation.

(Iowa Code Ch. 321G) (1999 Code, § 75.03) Penalty, see § 75.99

§ 75.04 PLACES OF OPERATION.

The operators of ATVs, golf carts and snowmobiles shall comply with the following restrictions as to where ATVs, golf carts and snowmobiles may be operated within the city.

(A) **Streets**. ATVs, golf carts and snowmobiles shall not be operated at any time within the right-of-way or upon any interstate, highway, freeway, road or streets within the city except as provided in division (B) below.

(Iowa Code § 321G.9(4a))

(B) *Exceptions.* ATVs, golf carts and snowmobiles may be operated on prohibited streets only under the following circumstances.

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(1) *Emergencies.* ATVs and snowmobiles may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

(Iowa Code § 321G.9(4c))

(2) *Direct crossing.* ATVs, golf carts and snowmobiles may make a direct crossing of a prohibited street provided:

(a) A golf cart shall not be operated upon a city street which is a primary road extension through the city, but shall be allowed to cross a city street which is a primary road extension through the city;

(Iowa Code § 321.247.1.a)

(b) The crossing is made at an angle of approximately 90 degrees to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;

(c) The ATV or snowmobile is brought to a complete stop before crossing the street;

(d) The driver yields the right-of-way to all on-coming traffic which constitutes an immediate hazard; and

(e) In crossing a divided street, the crossing is made only at an intersection of that street with another street.

(3) *Age.*

(a) A snowmobile shall not be operated on or across a public highway by a person under 16 years of age.

(Iowa Code § 321G.9(2))

(b) A golf cart shall not be operated on or across a public street by a person without a valid driver's license.

(Iowa Code § 321.247.1.a.)

(c) Golf cart provisions.

1. Golf carts operated on city streets shall be equipped with adequate brakes.

(Iowa Code § 321.247.1.c.)

2. Golf carts operated on city streets shall be equipped with a slow-moving vehicle sign and a bicycle safety flag.

(Iowa Code § 321.247.1.b.)

(C) *Railroad right-of-way.* ATVs, golf carts and snowmobiles shall not be operated on an operating railroad right-of-way. An ATV, golf cart or snowmobile may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Iowa Code § 321G.13(8))

(D) *Trails.* ATVs shall not be operated on snowmobile trails and snowmobiles shall not be operated on all-terrain vehicle trails except where so designated.

(Iowa Code § 321G.9(4f and g))

(E) *Parks and other city land.* ATVs, golf carts and snowmobiles shall not be operated in any park, playground or upon any other city-owned property without the express permission of the city. A snowmobile shall not be operated on any city land without a snow cover of at least one-tenth of one inch.

(F) *Sidewalk or parking.* ATVs, golf carts and snowmobiles shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking" except for purposes of crossing the same to a public street upon which operation is authorized by this subchapter.

(1999 Code, § 75.04) Penalty, see § 75.99

§ 75.05 NEGLIGENCE.

The owner and operator of an ATV, golf cart or snowmobile are liable for any injury or damage occasioned by the negligent operation of the ATV, golf cart or snowmobile.

(Iowa Code § 321G.18) (1999 Code, § 75.05)

Urbandale

§ 75.06 ACCIDENT REPORTS.

Whenever an ATV, golf cart or snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to \$200 or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer and shall file an accident report within 48 hours, in accordance with state law.

(Iowa Code § 321G.10) (1999 Code, § 75.06)

§ 75.07 TIME RESTRICTION.

Where the use of a snowmobile or ATV is permitted, they may be used only between the hours of 9:00 a.m. and 10:00 p.m. Golf carts are permitted only between the hours of sunrise and sunset.

(Iowa Code § 321.247) (1999 Code, § 75.07)

§ 75.08 SPEED REGULATED.

Snowmobiles, golf carts and ATVs shall not be driven in excess of 35 mph in the city.

(1999 Code, § 75.08)

UNIFIED BICYCLE SUBCHAPTER

§ 75.20 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BICYCLE. Either of the following:

(1) A device having up to four wheels and having at least one saddle or seat for the use of a rider which is propelled by human power; or

(2) A device having up to four wheels with fully operable pedals and an electric motor of one horsepower or less.

MULTI-USE TRAIL. A way or place, the use of which is controlled by the city as an owner of real property, designated by the multi-use recreational trail maps, as approved by resolution by the City Council, and no multi-use trail shall be considered as a street or highway.

(Ord. 2011-11, passed 9-20-2011)

§ 75.21 ALTERATION OF SERIAL FRAME NUMBER.

It shall be unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter the manufacturer's serial frame number of any bicycle.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

§ 75.22 SIRENS AND WHISTLES PROHIBITED.

(A) A bicycle shall not be equipped with and a person shall not use upon a bicycle any siren or whistle.

(B) This section shall not apply to bicycles ridden by peace officers in the line of duty.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

Urbandale

§ 75.23 LAMPS AND REFLECTORS.

(A) Every bicycle ridden at any time from sunset to sunrise and at those other times when conditions such as fog, snow, sleet or rain provide insufficient lighting to render clearly discernible persons and vehicles on the highway at a distance of 300 feet ahead shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 300 feet to the front.

(B) Every bicycle shall be equipped with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear; except that a red reflector may be used in lieu of a rear light.

(C) Equivalent equipment such as headlamps and red light attachments to the arm or leg may be used in lieu of a lamp on the front and a red light on the rear of the bicycle.

(D) A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

(Ord. 2011-11, passed 9-20-2011)

§ 75.24 STOPPING.

Every bicycle used upon the city streets, sidewalks, highways, park roads or multi-use trails shall be able to come to a complete stop within a safe distance.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

§ 75.25 APPLICABILITY OF MOTOR VEHICLE LAWS.

Every person operating a bicycle upon the city streets, highways, park roads or multi-use trails shall be subject to this subchapter and other city traffic ordinances and the state statutes applicable to the drivers of motor vehicles, except as to special regulations in this subchapter and except as to those provisions of ordinances and statutes which by their nature can have no application or those provisions for which specific exceptions have been set forth regarding police bicycles.

(Ord. 2011-11, passed 9-20-2011)

§ 75.26 OBEDIENCE TO SIGNALS.

Every person operating a bicycle shall obey the directions of official traffic signals, signs and other control devices applicable to other vehicles, unless otherwise directed by a police officer, and shall obey direction signs relative to turns permitted, unless the person dismounts from the bicycle, then he or she shall then obey the regulations applicable to pedestrians.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

§ 75.27 IMPROPER RIDING.

(A) A person propelling a bicycle on any street, sidewalk, highway, park road or multi-use recreational trail, shall not ride other than upon or astride a permanent and regular seat attached to the bicycle and shall not use a bicycle to carry more persons at one time than the number of persons for which the bicycle is designed and equipped.

(B) This section does not apply to the use of a bicycle in a parade or special event authorized by the city.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

§ 75.28 CARRYING PACKAGES.

Urbandale

No person operating a bicycle upon a street, sidewalk, highway, park road or multi-use trail shall carry any package, bundle or article which prevents the rider from keeping at least one hand upon the handlebars.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

§ 75.29 CONTROL WITH HANDS ON HANDLEBARS.

The operator of a bicycle upon a street, sidewalk, highway, park road or multi-use trail shall keep the bicycle under control at all times and at all times during operation shall have one or both hands upon the handlebars and the feet engaged with the braking device if the braking device is designed to be actuated by the feet.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

§ 75.30 PLACE OF RIDING.

(A) Any person operating a bicycle upon a roadway at a speed less than the normal speed of traffic moving in the same direction shall ride as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:

- (1) When overtaking and passing another bicycle vehicle proceeding in the same direction;
- (2) When preparing for a left turn at an intersection or into a private road or driveway;

(3) When reasonably necessary to avoid conditions (including, but not limited to, fixed or moving objects, vehicles, bicycles, pedestrians, animals, surface hazards or substandard width lanes) that make it unsafe to continue along the right-hand curb or edge. For purposes of this section, a **SUBSTANDARD WIDTH LANE** is a lane that is too narrow for a bicycle and a vehicle to travel safely side by side within the lane; and

- (4) A facility that would allow bicycle traffic on the left side of the roadway.

(B) Any person operating a bicycle upon a roadway which carries traffic in one direction only and has two or more marked traffic lanes may ride as near the left-hand curb or edge of the roadway as practicable.

(C) When so riding upon any multi-use trail with other cyclists, there shall not be more than two abreast.

(D) This section does not apply to the use of a bicycle in a parade or special event authorized by the city.

(Ord. 2011-11, passed 9-20-2011)

§ 75.31 BICYCLE LANES.

(A) Whenever a bicycle lane has been established on a roadway, any person operating a bicycle upon the roadway moving in the same direction may ride within the bicycle lane.

(B) Any person operating a bicycle within a bicycle lane may move out of the lane when overtaking and passing another bicycle, vehicle or pedestrian within the lane or about to enter the lane if the overtaking and passing cannot be done safely within the lane.

(C) No person operating a bicycle shall leave a bicycle lane until the movement can be made with reasonable safety and then only after giving an appropriate signal.

(D) No person shall drive a motor vehicle in a bicycle lane established on a roadway except as follows:

- (1) To park where parking is permitted;
- (2) To enter or leave the roadway; and
- (3) To prepare for a turn within a distance of 200 feet from the intersection.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

§ 75.32 EMERGING FROM ALLEY OR DRIVEWAY.

Urbandale

The operator of a bicycle emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway or driveway, yield the right-of-way to all pedestrians approaching on the sidewalk or sidewalk area and upon entering the roadway shall yield the right-of-way to all vehicles approaching on the roadway.

(Ord. 2011-11, passed 9-20-2011)

§ 75.33 OPERATION ON SIDEWALK.

(A) Bicycles may be operated upon the public sidewalks in a careful and prudent manner and except where signs are erected to prohibiting riding on the sidewalk.

(B) Every person lawfully operating a bicycle upon a public sidewalk shall yield the right-of-way when approaching a pedestrian and shall give an audible signal before overtaking and passing.

(Ord. 2011-11, passed 9-20-2011)

§ 75.34 CLINGING TO OTHER VEHICLES.

No person riding upon any bicycle on a street, sidewalk, highway, park road or multi-use trail shall attach the bicycle or himself or herself to any moving vehicle by tow rope, hand grip or otherwise.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

§ 75.35 FOLLOWING EMERGENCY VEHICLES.

No person riding a bicycle shall follow closer than 500 feet of an emergency vehicle as defined by Iowa Code § 321.1 which has emergency lights and/or siren activated, and shall not stop, park or leave a bicycle within 500 feet of an emergency vehicle stopped in response to an emergency.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

§ 75.36 PARKING.

(A) No person shall leave a bicycle lying on its side on any sidewalk, or shall park a bicycle on a sidewalk in any other position, so that there is not an adequate path for pedestrian traffic.

(B) Local authorities may, by ordinance or resolution, prohibit bicycle parking in designated areas of the public highway, provided that appropriate signs are erected.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

§ 75.37 RECKLESS OPERATION.

No person shall operate a bicycle with willful or wanton disregard for the safety of persons or property.

(Ord. 2011-11, passed 9-20-2011) Penalty, see § 75.99

BICYCLE IDENTIFICATION PLATES

§ 75.50 IDENTIFICATION PLATES REQUIRED.

Application for a bicycle identification plate or decal shall be made upon a form provided by the city and shall be made to the Police Department.

Urbandale

(1999 Code, § 77.01) (Ord. 2009-08, passed 6-16-2009)

§ 75.51 IDENTIFICATION PLATES OR DECALS.

Identification plates or decals are required as follows.

(A) *Issued.* The Police Department, upon receipt of a completed application, shall issue an identification plate or decal bearing the identification plate number assigned to the bicycle and the name of the city.

(Iowa Code § 372.13(4))

(B) *Attached to bicycle.* The Police Department shall cause the identification plate or decal to be firmly attached to the bicycle for which issued in a position as to be plainly seen from the rear.

(Iowa Code § 321.236(10))

(C) *Removal.* No person shall remove an identification plate or decal from a bicycle unless the bicycle is dismantled and no longer operated upon any street in the city.

(Iowa Code § 321.236(10))

(D) *Lost identification plate.* In the event of loss by the owner of a license plate, a duplicate plate shall be obtained from the Police Department within five days, upon application.

(1999 Code, § 77.02) (Ord. 2009-08, passed 6-16-2009) Penalty, see § 75.99

§ 75.52 MAINTENANCE OF RECORDS.

The Police Department shall keep a record of the number of each identification plate, the date issued, the name and address of the person to whom issued and the number on the frame of the bicycle for which issued, and a record of all bicycle identification plate fees collected.

(Iowa Code § 372.13(4)) (1999 Code, § 77.03)

§ 75.53 ALTERATION OF SERIAL NUMBER OR PLATE NUMBER.

It is unlawful for any person to willfully or maliciously remove, destroy, mutilate or alter the manufacturer's serial frame number or the identification plate information on any bicycle registered pursuant to the provisions of this chapter.

(1999 Code, § 77.04) Penalty, see § 75.99

§ 75.99 PENALTY.

(A) *Generally.* Any person violating any provision of this chapter, for which no other penalty is provided, shall be subject to the penalty provisions of § 10.99.

(B) *Bicycles.* Any person violating the provisions of §§ 75.20 through 75.37 may, in lieu of the scheduled fine for bicyclists or standard penalty provided for violations of the code of ordinances, allow the person's bicycle to be impounded by the city for not less than five days for the first offense, ten days for a second offense and 30 days for a third offense.

(1999 Code, § 76.14)



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Taxpayer information:

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**28E AGREEMENT BETWEEN
THE ADEL – DESOTO - MINBURN COMMUNITY SCHOOL DISTRICT
AND THE CITY OF ADEL, IOWA
FOR
SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT made and entered into this 10 day of March, 2009 by and between the ADEL – DESOTO - MINBURN COMMUNITY SCHOOL DISTRICT (hereinafter referred to as "District"), and the CITY OF ADEL, IOWA (hereinafter referred to as "City").

This Agreement is entered into pursuant to the provisions of Chapter 28E, Code of Iowa (2005).

After execution of this Agreement by the District and the City, it shall be filed in the office of the Secretary of State and the office of the Recorder of Dallas County, Iowa. This Agreement shall be effective when executed and recorded as set forth above and shall continue for a period of three years. This Agreement may be renewed after the three-year period unless terminated or modified as herein provided.

It is understood that this Agreement is between two public agencies and that a separate legal or administrative entity will not be created under this Agreement. The Adel Chief of Police shall be the administrator of this Agreement.

ARTICLE I

General

The parties share a mutual concern to maintain an atmosphere in the Adel public schools where school staff and students feel free from intimidation. A School Resource Officer Program would present a cooperative approach toward addressing that concern.

School Resource Officer programs are recognized nationally as programs that effectively establish positive working relationships between the schools and the police department. The School Resource Officer (SRO) will assist school administrators by taking immediate action when police intervention is warranted. Additionally, the SRO will provide guidance and support in assisting school staff, students and parents with a variety of non-emergency police-related matters.

Selection

1. SRO will be an Adel police officer.
2. The Chief of Police of the Adel Police Department shall select the police officer for assignment as SRO in consultation with and subject to the approval of the Superintendent of Schools.

Supervision

1. The Adel Police Department shall assign one full-time employee to supervise the officer assigned to the School Resource Officer program.
2. In addition to providing training and direction for the SRO, the SRO supervisor will serve as a liaison between the police department and the District administrators in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with the High School Principal, will complete a performance evaluation for the SRO during June of each year.
4. The Adel Police Department will provide a properly marked police motor vehicle assigned full-time to the SRO for his/her duties.

Assignment

1. SRO will be assigned to schools cooperatively by the District and the Police Department. A total of one (1) SRO will be assigned to the District for use in the following schools:

ADM High School, ADM Middle School, Minburn Elementary School, DeSoto Intermediate School, Adel Elementary School.
2. The SRO shall be assigned to a school on a full-time basis during those hours that the school is in regular session. The SRO shall be on campus from 7:45am until 3:45pm but has the discretion to flex these starting and ending times to maintain a 40-hour workweek. During their daily tour of duty, the SRO may be off campus performing such tasks as may be required by their assignments.
3. Regular working hours may be adjusted on a situational basis with the approval of the SRO supervisor. The SRO, or another officer, may attend special activities and events at the request of the District. Such requests from the District may be classified as overtime for the SRO or the other officer. Any overtime for special events shall be paid by the District directly to the officer involved. Such adjustments will be in accordance with the Fair Labor Standards Act and the Police Bargaining Unit's contract with the City.
4. The SRO may be temporarily reassigned by the police department during school holidays and vacation and/or during times of police emergency.
5. The SRO shall act as truancy officer for the District.

ARTICLE II

Duties and Responsibilities of School Resource Officer.

1. The SRO will coordinate directly with the High School Principal.
2. The SRO should be present at the school during times when the student activity level is high, such as the beginning and end of the school day and during the lunch period.
3. The SRO should be familiar with the police case information pertaining to schools, students and the neighborhood surrounding the campus.
4. The SRO should facilitate and assist with police investigations involving victims, witnesses and suspects associated with the school.
5. The SRO shall act as an instructor for specialized law enforcement or public safety related short-term programs when invited to do so by the principals or teachers. The SRO will give the principals or teachers a description of the curriculum prior to the program to ensure the course stays within District guidelines and to provide improvement of the course.
6. The SRO will develop expertise in presenting various subjects.
7. The SRO will encourage individual and small group discussions about law enforcement related matters with students, faculty and parents.
8. Whenever possible and within budgetary constraints, the SRO will attend meetings of the District's parent and faculty groups to solicit their support and understanding of the SRO program and to promote awareness of law enforcement functions. The SRO will attend meetings of the District's Board of Education at the end of each academic quarter or when requested to do so.

9. The SRO shall not utilize his/her position for personal advancement or preference and shall conduct himself/herself in such a manner to bring credit to the Adel Police Department and District.
10. The SRO, principal, counselors, and deans of the school building shall confer when appropriate to develop plans and strategies to provide for counseling of at risk students and those students who present a problem.
11. Each SRO shall follow the Adel Police Department's forty (40) hour work week, consistent with the budget and scheduling procedures and the Fair Labor Standard's Act.
12. Requests by faculty or staff for outside law enforcement educational programs will be coordinated by the SRO.
13. The SRO shall assist the District in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during school sponsored events.
14. The SRO will adhere to school board policy, police policy and legal requirements while conducting formal police activities with students. Adel Police Department policies shall supersede school board policy while conducting police activities.
15. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal or the school aware of such action. At the request of the principal, or his/her designee, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and school-related functions, to the extent that the SRO may do so under the authority of law. Whenever practical, the SRO should advise the principal before requesting additional police assistance on campus.
16. The SRO will be available for conferences with students, parents and faculty members in order to assist them with problems of law enforcement or in matters of crime prevention. Disclosure of information obtained during SRO activities shall be in accordance with federal, state and local laws.
17. When necessary, the SRO shall give assistance to other police officers in matters regarding his/her school assignment.
18. By mutual agreement between the principal and the SRO supervisor, the SRO will, in accordance with established overtime procedures, as limited by the overtime budget, participate in and/or attend school functions. The District shall cover all costs associated with overtime pay.
19. The SRO will become familiar with community agencies that offer assistance to youth and their families such as, mental health clinics, drug treatment centers and protective shelters. However, the SRO will make no referrals to such agencies without previous consultation with the school administration.
20. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The School Resource Officer may be used for lunchroom duties, hall monitors, bus duties or other monitoring duties. If there is a problem in one of these areas, the SRO may assist the school until the problem is solved.
21. The SRO will work in business, casual business or uniform attire when on duty as prescribed by the Chief of Police. Exceptions would be during special events or circumstances at which time the SRO may be expected to be in uniform. The SRO shall carry a regulation sidearm in accordance with Department Guidelines.

22. The SRO shall perform other duties as mutually agreed upon by the principal and the SRO supervisor so long as the performance of such duties is reasonably related to the SRO program as described in this Agreement and so long as such duties are consistent with the Adel Police Department rules and regulations.

ARTICLE III

Rights and Duties of the District

The District shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

1. Access to a properly lighted private office equipped with a telephone to be used for general business purposes.
2. A location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, work table, filing cabinet and office supplies.
4. Access to a computer, phone, and pager.

ARTICLE IV

Employment Status of School Resource Officer

The School Resource Officer shall remain an employee of the Adel Police Department and shall not be an employee of the District. The District and the Police acknowledge that the School Resource Officer shall remain responsive to the chain of command of the Adel Police Department

ARTICLE V

Replacement of School Resource Officer

1. In the event the principal of the school to which the SRO is assigned can establish that the SRO is not effectively performing his/her duties and responsibilities, the principal shall consult with the SRO and the SRO supervisor. If the situation is not resolved, the principal shall recommend to the District's Superintendent that the SRO be removed from the program at his/her school and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent shall advise the SRO Supervisor of the principal's request. If the Supervisor so desires, the Superintendent or designees, shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, the SRO supervisors and/or specified members of the staff of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Police Department, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
2. The Adel Chief of Police may reassign a SRO based upon Departmental policies.
3. In the event of a vacancy in the position of SRO, or in the case of long-term absence by a SRO, the SRO supervisor will consult with the principal of the school and the Superintendent to jointly resolve the vacancy situation.

ARTICLE VI

Financing of the School Resource Officer Program

The City will prepare the budget for the program on a yearly basis and provide a copy of the proposed budget to the District on or before January 31st of the year proceeding the budget year. The City will generally pay 51% of the cost of the program with the remaining 49% provided by the District. The City will bill the District quarterly for the actual costs of the program not to exceed the agreed amount budgeted. The agreed upon amounts for the costs sharing is itemized in **Appendix A**.

ARTICLE VII

Termination of Agreement

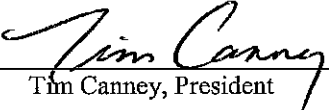
The Agreement may be terminated for any reason by either party upon a ninety day (90) day written notification to the other party. Upon termination of this Agreement each party shall retain equipment and supplies as contributed in this agreement or otherwise.

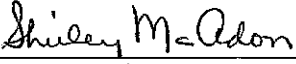
ARTICLE VIII

Amendments

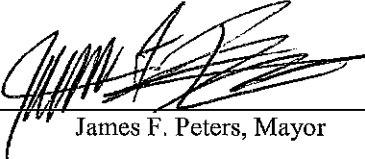
This Agreement may only be modified by written mutual agreement to amend.

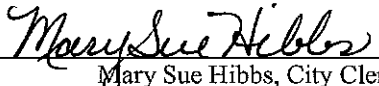
**ADEL – DESOTO – MINBURN
COMMUNITY SCHOOL DISTRICT**

By: 
Tim Canney, President

Attest: 
Shirley McAdon, Secretary

CITY OF ADEL

By: 
James F. Peters, Mayor

Attest: 
Mary Sue Hibbs, City Clerk

**28E AGREEMENT WITH ADM SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER
FY 2010-2011**

Projected 2010-2011

Annual Salary	\$42,932.45	1.5% raise + longevity
Holiday (Pres. & Vet. Day)	\$488.16	16 hrs x 1.5
Total Yearly Wages	\$43,420.61	
Employer IPERS (10/11 9.95%)	\$4,320.35	
Employer FICA & MC (7.65%)	\$3,321.68	
Work Comp Insurance	\$1,343.79	salary x 3.13 ÷ 100
Medical Insurance	\$6,102.00	single premium x 12
Dental Insurance	\$385.20	single premium x 12
Life & Disability Insurance	\$651.72	
Clothing Allowance	\$750.00	
Total Yearly Benefits	\$16,874.74	
TOTAL FOR SRO KELLER	\$60,295.35	
28E w/School District - 49%	\$29,544.72	

**28E AGREEMENT WITH ADM SCHOOL DISTRICT
SCHOOL RESOURCE OFFICER
FY 2011-2012**

Projected 2011-2012

Annual Salary	\$43,858.28	1.5% raise + longevity
Holiday (Pres. & Vet. Day)	\$826.08	16 hrs x 2.5
Total Yearly Wages	\$44,684.36	
Employer IPERS (11/12 9.97%)	\$4,455.03	
Employer FICA & MC (7.65%)	\$3,418.35	
Work Comp Insurance	\$1,447.32	salary x 3.30 ÷ 100
Medical Insurance	\$6,178.08	single premium x 12
Dental Insurance	\$412.20	single premium x 12
Life & Disability Insurance	\$188.04	
Clothing Allowance	\$750.00	
Total Yearly Benefits	\$16,849.03	
TOTAL FOR SRO KELLER	\$61,533.39	
28E w/School District - 49%	\$30,151.36	

**28E AGREEMENT BETWEEN
THE ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT
AND THE CITY OF ADEL, IOWA
FOR
SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement for School Resource Officer Program (“Agreement”) made and entered into this ____ of _____, 2019, by and between the ADEL-DESOTO-MINBURN COMMUNITY SCHOOL DISTRICT, an Iowa school corporation organized and existing under the provisions of Iowa Code Chapter 274, (hereinafter referred to as “District”) and the CITY OF ADEL, IOWA, an Iowa municipal corporation organized and existing under the provisions of Iowa Code Chapter 362, (hereinafter referred to as “City”).

This Agreement is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. This Agreement is between two public agencies for joint or cooperative action. Neither a separate legal or administrative entity, nor joint board, will be created for administration of this Agreement. The Adel Police Chief shall be designated as the Administrators of this Agreement for purposes of Iowa Code Chapter 28E.

After execution of this Agreement by the District and the City, it shall be filed in the office of the Iowa Secretary of State as required by law. This Agreement shall be effective when executed and filed as set forth above and shall continue for an initial period of five (5) years unless sooner terminated as provided herein.

ARTICLE I

General

The parties share a mutual interest to maintain an atmosphere in the District schools where school staff and students have a safe learning environment. The School Resource Officer program presents a cooperative approach towards addressing various collaborative efforts to maximize student safety, performance, and wellbeing.

School Resource Officer programs are recognized nationally as programs that effectively establish positive working relationships between schools and law enforcement. The School Resource Officer (SRO) will assist school administrators by taking immediate action when law enforcement intervention is warranted. Additionally, the SRO will provide guidance and support in assisting school staff, students and parents with a variety of non-emergency law enforcement related matters.

Selection

1. The SRO will be an Adel police officer.

2. The SRO will maintain at least the minimum qualifications required for employment as a law enforcement officer with the Adel Police Department.
3. The SRO will have working knowledge of the child welfare and juvenile justice system, as well as community human services. The SRO will have exceptional public relations skills and the ability to work well with all individuals in the District, including administrators, staff, students, and families.
4. The Adel Police Chief or designee shall select the officer for assignment as SRO in consultation with, and subject to the approval of, the District Superintendent or designee.

Supervision

1. The Adel Police Department shall assign a higher ranking officer to supervise the officer assigned to the School Resource Officer program.
2. In addition to providing direction for the SRO, the SRO supervisor will serve as a liaison between the District and City in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with the high school principal or designee, will complete a performance evaluation of the SRO during June of each year.
4. The District shall provide requested information and reports to the SRO supervisor to facilitate this evaluation.
5. The Adel Police Department will provide a properly marked police vehicle assigned full-time to the SRO for his/her duties.

Assignment

1. The SRO will be assigned cooperatively by the District and City. A total of one (1) SRO will be assigned to the District for use in the following schools:

ADM High School, ADM Middle School, Minburn Elementary School, DeSoto Intermediate School, Adel Elementary School.

2. The SRO shall be assigned on a full-time basis during those hours that the schools are in regular session. The SRO shall be on campus from 7:45 am until 3:45 pm but has the discretion to flex these starting and ending times to maintain a 40-hour workweek. During their daily tour of duty, the SRO may be off campus performing such tasks as may be required by the assignment.
3. Regular working hours may be adjusted on a situational basis with the approval of the SRO supervisor. These adjustments may be to attend school-related events requiring the presence of a law enforcement officer. Such adjustments will be in accordance with the Fair Labor

Standards Act and any collective bargaining agreement which may apply to employees of the Adel Police Department. Any overtime for special events shall be paid by the District directly to the officer involved.

4. The SRO may be temporarily reassigned by the City during school holidays or vacations and/or during times of police emergency.
5. Vacation time (PTO) in excess of five (5) days must be taken during school vacation or holiday breaks. Vacation time or compensatory time not in excess of five days may be taken during the school year with the approval of the SRO supervisor and the Superintendent or designee. All reasonable action will be taken to minimize the effect of the SRO's absence.
6. The SRO shall act as truancy officer for the District.

ARTICLE II

Duties and Responsibilities of School Resource Officers

1. The SRO shall enforce state laws and local ordinances, and coordinate directly with the school principal or designee to provide security during school hours.
2. The SRO should be present at the school during times of high activity such as the beginning and end of the school day and during the lunch period(s). The SRO should monitor the parking lots during high traffic times.
3. The SRO should be familiar with all law enforcement case information pertaining to schools, students and the neighborhood surrounding the campus.
4. The SRO should facilitate and assist with law enforcement investigations involving victims, witnesses and suspects associated with the schools.
5. The SRO shall act as an instructor or facilitate specialized law enforcement or public safety related short-term programs at the schools when invited to do so by principals or teachers. The SRO will give the principals or teachers a description of the curriculum prior to the program to ensure the course stays within District guidelines and to provide improvement of the course.
6. The SRO will develop expertise in presenting various subjects.
7. The SRO will encourage individual and small group discussions about law enforcement related matters with students, faculty and parents.
8. Whenever possible and within budgetary constraints, the SRO will attend meetings of the District's parent and faculty groups to solicit their support and understanding of the SRO program and to promote awareness of law enforcement functions. The SRO will attend

meetings of the District's Board of Education at the end of each academic quarter or when requested to do so.

9. The SRO shall not utilize his/her position for personal advancement or preference and shall conduct himself/herself in such a manner to bring credit to the Adel Police Department and District.
10. The SRO, principal, counselors, and deans of the school building shall confer when appropriate to develop plans and strategies to provide for counseling of at risk students and those students who present a problem.
11. The SRO shall follow the Adel Police Department's forty (40) hour work week, consistent with the budget and scheduling procedures and the Fair Labor Standard's Act.
12. Requests by faculty or staff for outside law enforcement educational programs will be coordinated by the SRO.
13. The SRO shall assist District officials in developing plans and strategies to prevent, minimize or respond to dangerous situations which may occur on campus or during school sponsored events.
14. The SRO will adhere to School Board policy, police policy and legal requirements while conducting formal police activities with students. Adel Police Department policies shall supersede school board policy while conducting police activities.
15. The parties acknowledge that the SRO may from time to time acquire confidential information concerning the District, students, and others in the course of performing duties under this Agreement. It is agreed that such non-law enforcement information or records shall be kept confidential by the SROs in compliance with District policy, and federal, state, and local law.
16. The SRO shall take law enforcement action as required in accordance with the Adel Police Department's policies and directives. As soon as practicable, the SRO shall make the principal or designee(s) of the school aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and school related functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO should advise the principal or designee(s) of the intended action before requesting additional law enforcement assistance on campus.
17. The SRO will be available for conferences with students, parents and faculty members in order to assist them with law enforcement problems or in matters of crime prevention. The SRO shall coordinate with the Juvenile Court Officer assigned to the District. Confidential information obtained pursuant to Iowa Code Chapter 232 or in proceedings relating to juveniles shall not be disclosed except as provided by law or court order.

18. When necessary, the SRO shall give assistance to other law enforcement officers in matters regarding his/her school assignment. However, the SRO will not be available to conduct investigations extraneous to his/her assigned SRO responsibilities for the sake of convenience or expediency without prior approval from the SRO supervisor.
19. By mutual agreement between designated District officials and the SRO supervisor, the SRO will, in accordance with established overtime procedures as limited by the overtime budget and in accordance with any collective bargaining agreement which may apply to employees of the Adel Police Department, attend school functions such as sporting events or social events that require the presence of a law enforcement officer. The District shall cover all costs associated with overtime pay.
20. The SRO will become familiar with community agencies that offer assistance to youth and their families such as mental health clinics, drug treatment centers, and protective shelters. However, the SRO will make no referrals to such agencies without prior consultation with the school administration where practicable.
21. The SRO shall not act as a school disciplinarian and shall not take administrative action or levy sanctions on behalf of any District employee. However, if the principal or designee believes an incident is a violation of the law, the principal or designee may contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO may be used for lunchroom duties, hall monitors, bus duties, or other monitoring duties. If there is a problem in one of these areas the SRO may assist the school until the problem is solved.
22. The SRO will work in business, casual business, or uniform attire as prescribed by the Chief of Police. Exceptions may be made with approval of the SRO supervisor. The SRO shall carry a regulation sidearm and other approved/assigned police equipment necessary to perform the essential functions of the position in accordance with police department policy and regulations and applicable law.
23. The parties acknowledge that the SRO is not responsible for providing continuous surveillance for any twenty-four (24) hour period unless in the opinion of the City the threat of criminal activity or risk to safety and security warrants such surveillance.
24. The number of hours of service provided, the number of patrol vehicles, or the number of SROs may be increased or decreased upon mutual agreement of both parties.
25. The SRO shall make monthly reports to the Superintendent or designee, including a summary of the law enforcement activities occurring within the District. The District agrees that its officers, agents and employees shall cooperate fully with the City in the performance of the City's duties.
26. The SRO shall perform other duties as mutually agreed upon by the school principals and the SRO supervisor so long as the performance of such duties is reasonably related to the SRO

program as described in this Agreement and so long as such duties are consistent with the Adel Police Department's rules and regulations.

ARTICLE III

Rights and Duties of the District

The District shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO's duties:

1. Access to a properly lighted private office equipped with a telephone to be used for general business purposes;
2. A location for files and records which can be properly locked and secured;
3. A desk with drawers, a chair, worktable, filing cabinet and office supplies;
4. Email and internet access; use of a District device to access student management systems;
5. A location within the SRO's private office for the City to supply a secured weapon/evidence storage safe. The District shall facilitate proper mounting of the storage safe.

ARTICLE IV

Employment Status of School Resource Officer

The SRO shall remain an employee of the City and shall not be an employee of the District for any purpose. The employment agreement between the City and the SRO shall contain a provision stating that the SRO will perform services in accordance with this Agreement and shall contain no provision inconsistent with this Agreement. The District and the City acknowledge that the SRO shall remain responsive to the chain of command of the Adel Police Department.

ARTICLE V

Replacement of School Resource Officer

1. In the event that a principal of a school to which the SRO is assigned believes that the SRO is not effectively performing his/her duties and responsibilities, the principal shall consult with the SRO and the SRO supervisor. If the situation is not resolved, the principal shall recommend to the Superintendent that the SRO be removed from the SRO program and shall state the reasons therefore in writing. Within a reasonable time after receiving the recommendation from the principal, the Superintendent shall advise the SRO supervisor of the principal's request. If the SRO supervisor so desires, the Superintendent and SRO supervisor or their designees shall meet with the SRO to mediate or resolve any problems which may exist. At such meeting, the SRO supervisor and/or specified members of the staff

of the school to which the SRO is assigned may be required to be present. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or in the event mediation is not sought by the Police Department, then the SRO shall be removed from the program and replaced.

2. The Adel Police Chief may reassign a SRO based upon Departmental policies.
3. In the event of a vacancy in the position of SRO, or in the case of long-term absence by a SRO, the Superintendent or designee will work with the SRO supervisor or designee to resolve the vacancy.

ARTICLE VI

Financing of the School Resource Officer Program

The City will prepare the budget for the program on a yearly basis and provide a copy of the proposed budget to the District on or before January 31st of the year preceding the budget year. The City will generally pay 51% of the cost of the program with the remaining 49% provided by the District. The City will bill the District quarterly for the actual costs of the program not to exceed the agreed amount budgeted. The agreed upon amounts for the cost sharing is itemized in Appendix A.

ARTICLE VII

Duration and Termination of Agreement

The term of this Agreement shall be effective upon signing and expire on June 30, 2024. No extensions to this Agreement will be made. Either party may terminate this Agreement, with or without cause, by providing written notice with not less than ninety (90) days notice. Upon termination of this Agreement (a) the District will retain all desks, chairs, tables, filing cabinets, provided technologies, access cards, building keys and other District property and (b) the City will retain all motor vehicles, radios, cell phones, computers, cameras, storage safes and other City property.

ARTICLE VIII

Insurance and Indemnification

1. **Liability Insurance.** The City and the District shall each maintain Commercial General Liability insurance for protection of each, respectively, from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person or property arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate, which limit can be met with a combination of primary and umbrella

policies. Deductibles and self-retentions shall be commercially reasonable and in accord with general practices of Iowa school districts and municipal corporations of similar size.

2. **Workers' Compensation/Employer's Liability Insurance.** The City shall maintain Workers' Compensation insurance for the SRO as statutorily required by the State of Iowa and Employer's Liability insurance in amounts not less than \$100,000 per accident, per employee, per disease and \$500,000 in the aggregate.
3. **Other Insurance Provisions.** All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate(s) of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement. It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the indemnification provisions of this Agreement. The failure of any party to maintain the insurance coverage and limits required by this Agreement shall be considered a material breach of this Agreement. However, the failure of any party to declare another party to be in material breach shall not be deemed a waiver by the other party of the right to claim a material breach for a subsequent failure to maintain the required coverage or limits.
4. **Indemnification by District.** To the extent permitted by law, the District agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of the District, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.
5. **Indemnification by City.** To the extent permitted by law, the City agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees, against all claims, suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees, and against all liability for property damage and personal injury including death resulting directly or indirectly there from, arising from any acts or omissions of the City, either active or passive, or those of its agents, employees, assigns, or any other person acting on its behalf in the performance of its obligations, duties, and responsibilities imposed under this Agreement.
6. **Waiver of Subrogation Rights.** The City and the District each release the other from any claim for recovery for any loss or damages to any of its property that is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. The City and the District shall each waive and, to the extent allowed by law cause its insurance underwriter to waive, its rights of subrogation with respect to Workers' Compensation.

7. Claims. Each party shall notify the other party of any claim or any potential claim for bodily injury or property damage to another arising out of actions taken under this Agreement as soon as practical following knowledge of the claim or potential claim.

ARTICLE IX

Miscellaneous

1. Amendment. This Agreement may only be modified by written mutual agreement of the parties.
2. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their successors and assigns. However, neither party may assign this Agreement without the consent of the other party.
3. Severability. If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties to the full extent permitted by law.
4. Notices. All notices under this Agreement must be in writing and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or confirmed electronic mail or when received by certified mail at the address below or at another address as designated by a party.

ADM Community School District
Attention: Superintendent
215 North 11th Street
Adel, IA 50003

Adel Police Department
Attention: Police Chief
102 S. 10th St.
Adel, IA 50003

5. Supersedes. This Agreement supersedes all prior agreements between the District and the City purporting to establish and finance a School Resource Officer Program.
6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ADM COMMUNITY
SCHOOL DISTRICT

CITY OF ADEL, IOWA

By: _____
President, Board of Directors

By: _____
Mayor

Attest: _____
Secretary, Board of Directors

Attest: _____
City Clerk

Date: _____

Date: _____

DRAFT

STATE OF IOWA, COUNTY OF DALLAS, ss:

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the ADM Community School District Board President and Board Secretary, respectively, executing the foregoing instrument, that said instrument was signed on behalf of the District by authority of its Board; and that each of them as Board President and Board Secretary acknowledge the execution of the foregoing instrument to be the voluntary act and deed of the District, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF DALLAS, ss:

On this ____ day of _____, 2019, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Adel, Iowa; and that the instrument was signed on behalf of the City by authority of its City Council; and that each of them acknowledge the execution of the instrument to be the voluntary act and deed and deed of the municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

01624669-1\10113-1007



The mission of the Dallas County Emergency Management Agency is to promote whole community preparedness through a collaborative, comprehensive effort to prepare, mitigate, respond and recover from all hazards.

Dallas County Emergency Management Agency

October 23th, 2019

RE: Dallas Countywide Fire & Rescue Mutual Aid Agreement

To whom it may concern,

The Dallas County Emergency Management Agency recently identified the need for a countywide mutual aid agreement. Historically, several Dallas County public safety agencies have been operating under the incorrect assumption that the Iowa Statewide Mutual Aid Compact (IMAC) is a valid and active agreement for day-to-day response to incidents. Other agencies others have simply operated without an agreement.

Unfortunately, “everyday,” routine incidents can create legal challenges concerning the responsibilities of parties at incidents. We are fortunate that this is generally not the case, however operating without an agreement and understanding of responsibilities creates the possibility of liability for involved parties.

In response to this concern, the Dallas County Emergency Management Agency has created the “28E Agreement for Mutual Assistance for Dallas County Area Fire/Rescue Services” (agreement). Enclosed you will find the agreement that has been prepared for adoption by the Emergency Management Commission. Parties that should consider this agreement include; EMS agencies operating within Dallas County, fire agencies serving within Dallas County, and benefitted fire districts.

I would encourage you to review this agreement and consider its adoption. As a countywide agreement, it is only as effective as those that elect to adopt it.

The agreement deadlines as set by the Dallas County Emergency Management Commission require adoption and return to the Dallas County Emergency Management Agency by January 1st, 2021 with an effective date of January 7th, 2021 at 12:01 a.m. CDT.

Enclosed you will find the agreement as well as background information on the Iowa Mutual Aid Compact. Please do not hesitate to contact my office if you have questions or require assistance regarding this matter.

Sincerely,

A handwritten signature in black ink that reads "Austen Seely". The script is cursive and fluid, with the first name "Austen" and last name "Seely" clearly legible.

Austen "AJ" Seely

Emergency Management Coordinator

Dallas County Emergency Management Agency

Enclosures:

1. Iowa Mutual Aid Compact Fact Sheet
2. Modification Notes Sheet
3. 28E Agreement for Mutual Assistance for Dallas County Area Fire/Rescue Services
4. Party Definition Decision Support Flow Chart



The mission of the Dallas County Emergency Management Agency is to promote whole community preparedness through a collaborative, comprehensive effort to prepare, mitigate, respond and recover from all hazards.

Dallas County Emergency Management Agency

Iowa Mutual Aid Compact Fact Sheet

The Iowa Mutual Aid Compact (IMAC), signed into law in 2002, is an intrastate mutual aid agreement that provides the mechanism for political subdivisions and emergency management commissions to share resources with one another during a disaster that has been declared either by the local jurisdiction or the governor. The Compact increases each member's level of emergency preparedness, allowing them to work as a team when disasters are beyond local capabilities. Legislation passed during the spring 2009 legislative session provides for some important changes: emergency management commissions are now included as IMAC signatories, membership in the compact is automatic for all political subdivisions and Authorized Representatives are designated.

IMAC has two applications; each application has its own requirements. According to Iowa Code Chapter 29C.22(1)b, the purposes of IMAC are, "To provide for mutual assistance between the participating governments entering into this compact in managing and emergency or disaster that is declared in accordance with a comprehensive emergency plan or by the governor whether arising from natural disaster, technological hazard, man-made disaster, community disorder, insurgency, terrorism, or enemy attack. Similarly in application, 29C.22(1)c states This compact shall also provide for mutual cooperation in emergency-related exercises, testing, or other training activities using equipment and personnel simulating performance of any aspect of the giving and receiving of aid by participating governments during emergencies, such actions occurring outside actual declared emergency periods."

The first application is for IMAC to be used in response to an actual incident, for the provisions of IMAC to active an emergency or disaster declaration is required. For the purposes of training testing or other matters outlined in 29C.22(1)c, a declaration is not required.

You can find more information at;

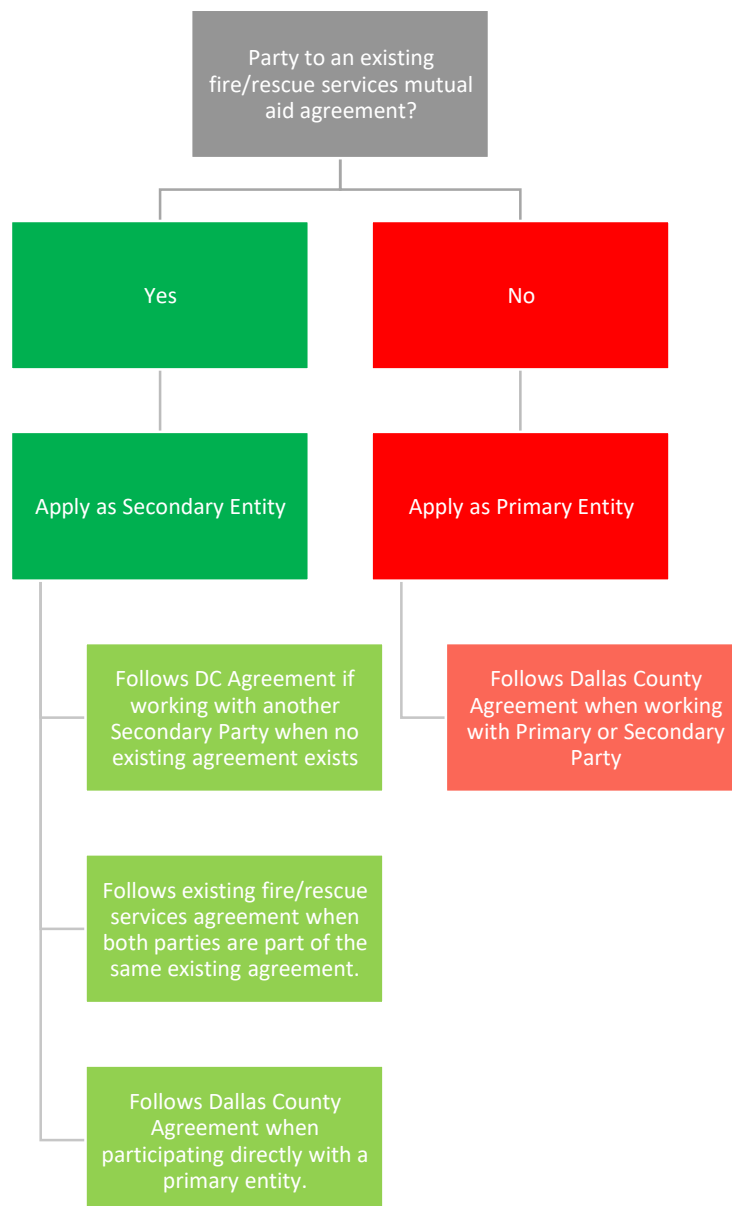
https://www.homelandsecurity.iowa.gov/programs/emac_imac.html

Party Definition Decision Support Flow Chart

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Dallas County Area Fire/Rescue Services

Below you will find a flow chart that is intended to support your decision in which party to apply as within the proposed agreement.



Modification Notes

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Revision 19 10 23 Notes:

The following revisions were made to the agreement since the last revision (R19 07 02) that is being presented to adoption.

Comments from partner agencies:

None.

Modifications:

General Format:

1. Page formatting, removed “DRAFT” watermark.
2. Reformatted footer page numbers.
3. Corrected lettering under Section VII. Compensation.

Dates:

1. Added effective date of January 7th, 2021 at 12:01 a.m. (central time) under IX. Effective Date.
2. Added filing period of January 1st, 2021 and January 6th, 2021 under IX. Effective Date.
3. Added effective date of January 7th, 2021 at 12:01 a.m. under signature page.

Definitions:

1. Modified II Definitions item E from “Secondary party. A party which is part of an existing countywide mutual aid agreement. May be a requesting or providing entity.” to “Secondary party. A party which is part of an existing fire/rescue services mutual aid agreement. May be a requesting or providing entity.” This change was made to clarify secondary parties as it relates to prior agreements and their application to the Dallas County Agreement. The revision mimics language previously found in X, Prior Mutual Assistance Agreements.

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Suggested Parties: Adel - Dallas Center - Dallas County - Dexter - Linden - Redfield - Waukee - Bouton -
Dawson - Granger - Minburn - Urbandale - West Des Moines - Clive - Desoto - Grimes - Perry - Van
Meter – Woodward – Benefitted Fire Districts of Dallas County – Panora – Earlham – Madrid – Dallas
County Emergency Management Agency

Prepared by Dallas County Emergency Management Agency on October 23, 2019.

25747 N Ave, Suite F, Adel, Iowa, 50003

Return to:

Dallas County Emergency Management Agency

ema@dallascountyiowa.gov

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Dallas 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 Dallas County and/or the adjoining counties of Boone County, Adair County, Guthrie County, Greene County, Madison County, Polk County and Warren County (“adjoining counties”); and

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

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.

D. Primary party. A party which is not part of an existing countywide mutual aid agreement. May be a requesting or providing entity.

E. Secondary party. A party which is part of an existing fire/rescue services mutual aid agreement. May be a requesting or providing entity.

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.
- d. 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.
- e. 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, made in writing to the Dallas County Emergency Management Agency. 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 on January 7th, 2021 at 12:01 a.m. (central time) by and between the Parties who have obtained approval hereof by their respective governing bodies. The Dallas County Emergency Management Agency shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9 between January 1st, 2021 and January 6th, 2021. 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

Incidents involving a secondary party directly with another secondary party shall follow the existing fire/rescue services mutual aid agreement in its most current form. Any secondary party in direct cooperation with another secondary party, which is not covered by an existing fire/rescue services agreement, shall follow the provisions of this agreement. A secondary party however, in any direct cooperation with a primary party shall follow the provisions set forth in this agreement. Any cooperation between a primary party and another primary party shall also follow the provisions set forth in this agreement.

For secondary parties, should the existing fire/rescue services mutual aid agreement (or agreements) existing at the time of adoption or amendment of this agreement be considered terminated and not replaced or amended, any secondary party of this agreement shall then be considered a primary party to this agreement.

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 Dallas County Emergency Management Agency.

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 Dallas County Emergency Management Agency 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 Dallas County Area
Fire/Rescue Services

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

Effective Date: January 7th, 2021 at 12:01 a.m.

Legal Name of Jurisdiction: _____

Entering the agreement as a _____ party.
(primary or secondary)

Jurisdiction Official: _____ Date _____

Attest: _____ Date _____

Fire Chief/Agency Director _____ Date _____