

CITY OF ATLANTIC COUNCIL SPECIAL MEETING
October 30, 2024
Atlantic City Hall - City Council Chambers – 5:00 PM

AGENDA

- 1. Roll Call.**

- 2. Approve Agenda.**

- 3. Pledge of Allegiance.**

- 4. Public Forum.**

- 5. Resolution #51-24 “Adopting a Memorandum of Understanding with the Atlantic Community School District for a School Resource Officer Program.”**

- 6. Resolution #52-24 “Authorizing Vision Atlantic, Inc., to Proceed with Infrastructure Construction for the Camblin Hills Development and Assurances Regarding Development Agreement.”**

- 7. Other Business.**

- 8. Adjournment.**

RESOLUTION NO. 51-24

A RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE ATLANTIC COMMUNITY SCHOOL DISTRICT FOR A SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, the proposed Memorandum of Understanding with Atlantic Community School District has been reviewed by the Mayor, City Council, Police Chief, City Administrator, City Clerk, Personnel & Finance Committee, and determined to reflect the mutual understanding of both the governing bodies of the Atlantic Community School District and the City of Atlantic; and

WHEREAS, the Atlantic Community School District and the Atlantic Police Department have the shared priority of the of a School Resource Officer (SRO) Program. The School Resource Officer provides a point of contact for school administration on law enforcement issues; builds working relationships with students, staff, and parents; participates in education and problem-solving; and assists the rest of the Police Department and community on issues involving young people. The School Resource Officer is not a security officer for the schools, although he or she can advise on security matters and assist in training. The School Resource Officer also supports early intervention, diversion programs, and alternatives to traditional juvenile involvement in the criminal justice system; and

WHEREAS, The attached Memorandum of Understanding details the responsibilities, expectations, accountability, and general operating structure for the SRO program. This Memorandum also explains the cost-sharing between the two entities.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of Atlantic, Iowa, that the Memorandum of Understanding with the Atlantic Community School District is adopted.

Passed and adopted this 30th day of October 2024.

Grace N. Garrett, Mayor

date

ATTEST:

Laura McClean, City Clerk

date

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING**

**Between
City of Atlantic
And
Atlantic Community School District**

1. Purpose

This Memorandum of Understanding (MOU) serves to document the partnership for the School Resource Officer (SRO) Program between the City of Atlantic and the Atlantic Police Department (APD) with the Atlantic Community School District (ACSD) and each of the schools within the district. The APD and ACSD are committed to this collaborative effort to promote a safe school environment.

The MOU serves to reduce juvenile crime by promoting cooperation and collaboration and the sharing of appropriate information among the parties in a joint effort to improve school safety, reduce alcohol and drug use, reduce truancy, reduce in-school and out of school suspensions, and to support alternatives to in-school and out of school suspensions and expulsions that provide structured and well supervised educational programs supplemented by coordinated and appropriate services designed to correct behaviors that lead to truancy, suspension and expulsions and to support students in successfully completing their education (Iowa Code 280.25).

The MOU clarifies the roles and responsibilities of the SRO, APD, school administrators and the ACSD. The MOU also documents the procedures for the sharing and exchange of information.

The MOU is effective upon the date when all signatures have been obtained. The MOU shall remain in effect with an annual review to determine if amendments are necessary. Either party may terminate or withdraw from the agreement under the terms listed in Section 7 below.

2. Provision of School Resource Officer

The City will provide one police officer to serve as school resource officer and is at the sole reasonable discretion of the Chief of Police. The Police Officer deployed as a SRO will successfully complete a School Resource Officer certification course within a reasonable time period after being selected and deployed as a SRO. On-going in-service training will be completed as required by Iowa law, the APD and as appropriate to maintain proficiency as a SRO.

The SRO must direct a minimum of 75% of their work time during a calendar year to SRO duties. There is no maximum amount of work time that a SRO will be required to conduct SRO duties. It is understood that due to the length of the school calendar, an

officer assigned as a SRO will dedicate a significant portion of their work time, over the 75% minimum, to conducting SRO duties.

The SRO will remain a member of the APD but function as a member of the school staff while conducting SRO duties. Supervision of the SRO remains with the APD. All employee or personnel decisions related to the SRO are the responsibility of the Chief of Police or designee.

3. Selection and Retention of School Resource Officers

The APD and the ACSD will collaborate on the selection of any officers assigned as a SRO. Any process developed to select an officer for service as an SRO should include school administrators, students, community members and police officers.

The APD reserves the right to recall or remove a SRO from the school based assignment. Every reasonable attempt to inform the appropriate ACSD staff of the removal of a SRO will be made. The SRO vacancy will be filled as soon as reasonably possible. Workplace concerns about any individual SRO shall be communicated by the ACSD Superintendent directly to the Chief of Police. Concerns properly communicated will be considered and addressed in a mutually beneficial way.

The final decision regarding the selection and assignment of officer(s) to the SRO position rests with the Chief of Police.

Any officer already serving as a SRO at the time this MOU is fully executed will be considered to have been properly selected in accordance with this document.

4. School Resource Officer Roles and Responsibilities

The SRO is to serve as a role model for students and help foster a safe school environment. The officer(s) serving as a SRO shall work to foster increased trust and legitimacy to students of all ages, genders, and ethnicities while maintaining the principles of community policing.

- The SRO is a sworn member of the APD and is a certified peace officer as defined by Iowa Code. When assigned as a SRO, the officer will work with and assist school administrators to maintain safety and order within assigned schools.
- The SRO duty schedule will be determined by the APD, but generally will be arranged around the school day schedule to provide a presence throughout the school day. The visible presence of the SRO around peak arrival and departure times for students will be encouraged. After hours work, attendance in court, attendance at interagency meetings and investigating school related incidents and crimes are considered a part of the duties of the SRO.

- The SRO will serve as a contact for support services.
- When on duty, the SRO should be the primary response unit for police calls for service in and around the assigned school. This includes unauthorized persons on school property and follow up investigations for incidents that occur on school grounds.
- The SRO should have a central role in the development of comprehensive safety and security measures including emergency management and incident response systems based on the National Incident Management System.
- The SRO should assist school administrators with the development and implementation of school safety plans and strategies.
- The SRO should serve as a liaison between the school and other police agencies, investigative units or juvenile justice authorities. SRO actions should remain consistent with applicable civil rights and privacy laws.
- The SRO will serve as a member of any appropriate multidisciplinary team to refer students to school based and or community based professional services.
- The SRO will build relationships with juvenile justice counselors to help connect youth with needed services.
- The SRO will not be responsible for responding to requests to resolve routine discipline problems involving students.
- The SRO will serve as a law related educator as requested and with cooperation in scheduling from each school building principal.
- The SRO will generally avoid taking vacations when school is in session. When the SRO will be absent from school grounds for lengthy periods of time / days, the SRO will notify the Superintendent of their absence.
- The SRO or Chief of Police will provide periodic updates to the City Council and School Board on how the position is running and any needs that they may have.

5. School District and School Responsibilities

It is the responsibility of each school building principal to maintain an educational environment that is safe and conducive to learning at all times. The principal and student advocates will facilitate effective communication between the SRO and school personnel.

The School district will provide a secure space for each assigned SRO to conduct interviews and keep confidential records.

School staff that come into contact with contraband will give the contraband to the SRO for investigation, storage and or disposal. The SRO will bring contraband located on school grounds to the APD facility for storage in the evidence / property room as soon as possible after discovery. When the SRO is not available, any on duty police officer can receive contraband from school staff.

The ACSD and the individual school building principals will establish standing meetings to facilitate the sharing of important information such as criminal activity, security threats, behavior trends and or potential problems.

School administrators and teachers are responsible for school discipline. Although the SRO should be familiar with the ACSD Code of Conduct, the rules for individual schools and their application in day-to-day practice, the SRO should not be involved with the enforcement of school rules or disciplinary infractions that are not a violation of the law.

Criminal activity that comes to the attention of school staff and or building administrators shall be reported at first opportunity to the SRO. In case of emergency, the school staff should call 911 and also notify the SRO. In a non-emergency situation, the school staff should notify the SRO and if the SRO is not available, school staff will notify the non-emergency number at Cass County Communications; (712) 243-6663.

School staff that are witnesses to criminal activity that becomes the basis for a student or another staff member being charged with a crime will provide testimony in any court related hearing or process as needed.

School administrators will conduct investigations into school related infractions. However, if there is evidence of criminal activity or evidence that merits criminal charges, the SRO or another on duty police officer will assume responsibility for the criminal investigation.

In consideration of the ACSD's interest in keeping a safe school environment through the use a SRO, the ACSD will reimburse the City for 75% of the total costs of salary and fringe benefits related to the employment of up to one SRO. The remaining 25% covered by the city, shall be applied to employee benefits. The ACSD will contract 180 days of service from the City of Atlantic and APD. The contractual days will be the same days of the ACSD student calendar, with 3 additional days for professional development and/ or weekend supervision of activities.

6. Information Sharing

All parties involved in the MOU shall adhere to Iowa Code 280.25, all other Iowa laws and any federal law or regulation in terms of information sharing and the sharing of student record information.

This MOU will serve as the Interagency Agreement required by Iowa Code 280.25.

By signing this MOU, all agencies / entities certify that confidential information shared among the parties shall remain confidential and will not be shared with any other person, school, school district, or agency unless otherwise provided by law.

Shared information will only be used for determining the programs and services appropriate to the needs of the juvenile or the juvenile's family, or coordinating the delivery of programs and services to the juvenile or the juvenile's family. Information shared by the APD will conform to the regulations prescribed in Iowa law and will only be shared for the purposes of developing or maintaining a safe school environment.

7. Termination of Agreement

This MOU will remain in effect from the date it is fully executed or until either party withdraws from the MOU. ** With the APD receiving the 2024 Department of Justice, Community Oriented Policing hiring grant, this agreement must remain in place through the entirety of the grant. Once the position is filled, this grant will provide funding to assist with employing this position for three years. In order to fulfill the grant, this position must remain funded by the City/ACSD for a full twelve months after the grant funding has been utilized.** Once the full term of the grant has been satisfied, parties may withdraw by written notice, received on or before the first day of December. Either the City or the ACSD may withdraw from the agreement. If such notice is given, the MOU will terminate on July 1st of the year following notice.

Atlantic Community School District

City of Atlantic, Iowa

Board President

Mayor

Date

Date

Board Secretary

City Clerk

Date

Date

Resolution #52-24 “Authorizing Vision Atlantic, Inc. to Proceed with Infrastructure Construction for the Camblin Hills Development and Assurances Regarding Development Agreement”

Whereas Vision Atlantic, Inc. is prepared to begin the construction of infrastructure necessary to support the development, including roads, utilities, and other improvements in the Camblin Hills Development; and

Whereas the City of Atlantic and Vision Atlantic, Inc. are in the process of negotiating a development agreement to formalize the responsibilities and commitments of both parties;

Be it resolved that the City Council of the City of Atlantic, Iowa, provides assurances that the City intends to undertake the necessary urban renewal action under Chapter 403 of the Code of Iowa to finalize and execute the development agreement with Vision Atlantic, Inc. prior to the end of December 2024, with the terms and conditions to be mutually agreed upon and consistent with prior negotiations and the goals of the City’s Comprehensive Plan.

The City is further resolved to use best efforts to complete the statutory requirements of the Code of Iowa in order to approve and execute the development agreement. The City’s commitment reflected in this Resolution is merely a present statement of intent. The City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced herein. The City will not be held liable in the event that the City Council, through the exercising of its ordinary political discretion, determines to not approve any of the actions outlined herein.

This motion shall take effect immediately upon its passage and approval.

Passed and approved this ____ day of _____, 2024.

Moved by: _____

Seconded by: _____

Ayes were _____

Nays were _____

This measure was duly recorded in the meeting minutes by the undersigned.

Grace N. Garrett, Mayor

Laura McClean, City Clerk

CITY OF ATLANTIC COUNCIL WORK SESSION MEETING
October 30, 2024
Atlantic City Hall - City Council Chambers – 5:15 PM

AGENDA

- 1. Roll Call.**
- 2. Approve Agenda.**
- 3. Review, Discussion, and Consensus on Housing Redevelopment Policy.**
- 4. Review, Discussion, and Consensus on Sidewalk Program.**
- 5. Other Business.**
- 6. Adjournment.**



POLICY FOR DISPOSITION OF CITY-OWNED PROPERTIES

STATEMENT OF INTENT:

The City of Atlantic occasionally acquires abandoned and blighted properties and blighted buildings, leaving empty lots. The City shall dispose of these properties in a consistent and fair manner, allowing for new development and growth in the community.

Properties that are available for sale are subject to the following conditions:

CONDITIONS

1. **Form Completion and Bid Submittal:** Any party wishing to purchase a City-owned vacant lot should complete the “Bid for City-Owned Property” form and return it to the Atlantic City Clerk’s Office, 23 East 4th Street, Atlantic, Iowa 50022.
2. **Price:** The minimum price for each lot shall be the most recent year’s assessed value on the land according to the Cass County Assessor’s Office.
 - a. If a new, residential dwelling is proposed on the lot and the estimated assessed value meets a minimum of \$100,000 then the City shall sell the property for \$1.00.
 - i. The City shall offer a \$5,000 incentive for new appliances and other home necessities to the buyer of the new dwelling. This incentive shall only be extended to businesses physically located in Atlantic, it shall be on a direct-billing basis to the City of Atlantic, payable through the City Clerk’s Office. Proof of commitment towards the purchase of the home may be required prior to payment of any invoices under this program.
 - b. If a new home is not being built, but building improvements are being made, the minimum price of the lot will be required for sale. Discounts will be offered on a 1% per \$1,000 of estimated value of new construction to be added to the property. This discount shall be applied to the minimum price, becoming the discounted minimum sale price.
 - i. The City may require evidence documenting the value of the improvements prior to the formal application of the discounted sale price.
 - ii. Tax abatement for improvements shall not be approved until the Cass County Assessor’s Office has completed an assessment of the improvements. If the assessment ends up being less than 85% the quoted cost of construction on the purchase bid, the City Council shall consider this an attempt at deception for the purpose of lowering the sale price of the land and tax abatement shall not be considered.

3. **Timeline:** All improvements (rehab/construction) shall be initiated within 60 days and completed within 180 days of approval of the sale by the City Council. An extension of an additional 180 days may be granted if significant progress is made.
 - a. Failure to meet the timeframe may result in forfeiture of purchase and purchase amount.
 - b. All adjacent lots shall be combined as required by the Cass County Auditor's Office within sixty (60) days of sale.
 - c. Property transfer shall be by Quit Claim Deed and may occur upon substantial completion of renovation/construction of the property; as required.
4. **Compliance with City Regulations:** New construction and rehab shall be subject to review, approval, and inspection of structure for all required permits and regulations.
 - a. Purchaser shall maintain the property free of nuisances and hold insurance upon approval of sale by City Council and prior to deed transfer.
 - b. The use of any property purchased shall be consistent with the zoning classification. In instances where legal use of the property pursuant to the zoning classification may conflict with existing adjacent and neighboring residential property, then certain other requirements may be imposed by the City or the use of the property. These requirements could include, but are not limited to, providing privacy fencing to screen neighboring properties, require lighting to be restricted and goods and merchandise stored outside to be on paved or asphalt surfaces. Construction on any property that would require a variance for approval shall nullify the bid proposal.
 - c. City properties may not be mined for soil, nor stripped of vegetative cover, trees, shrubs and other living material except where necessary for construction and redevelopment or to comply with City Code. Properties sold or used as green space will be maintained in a manner appropriate to the neighborhood and consistent with City Code.
5. Property being sold for the purpose of land speculation is discouraged. A development agreement with the buyer may be required as determined by the City.

The process for solicitation, consideration and execution of the sale of City-owned lots is as follows:

PROCESS

1. When the City is prepared to dispose of a City-owned vacant lot, City staff shall advertise the proposed sale to the public.
2. Interested parties shall submit the bidding form and detail their intent to improve the property. The bidding form shall be returned to Atlantic City Hall.

- a. In the event that more than one interested party expresses interest to purchase the lot, sealed bids will be accepted.
3. The bids shall be transmitted to the Atlantic City Council on the next City Council Agenda, in the order received.
4. The City Council shall review the bidding form(s) and proposed use and/or improvements to the property or assign the review and recommendation to a Committee.
5. Once the Council has reached consensus on the disposal of the property, they shall order the City Clerk to schedule the public hearing required to formally approve the sale for the next regularly scheduled City Council Meeting or earliest City Council meeting as reasonably possible.
6. The Council shall hold the public hearing and commence with the vote to approve or deny the sale of the property.
7. If approved by the City Council, the bidder will be required to follow one of the two following procedures:
 - a. Merger of Lots without Improvements. If the proposed use is to merge the land with abutting property without making improvements, the bidder shall be required to submit a check to the City Clerk for the full amount of the purchase price within 60 days of the approval of the sale. Following this, standard procedures for closing shall be followed and the title transferred to the buyer. The buyer shall have 60 days to combine the lots.
 - b. Building Improvements as Condition of Sale. If proposed improvements and the associated discount are part of the sale, the buyer shall produce a 25% deposit of the purchase price to the City Clerk within 60 days of sale, in addition to a minimum legal deposit to be determined by the City Administrator and City Attorney, with construction being initiated within this timeframe. The property owner shall acquire a building permit and proceed with the improvements. A total of 180 days shall be allowed for the completion of the improvements. An extension of this deadline may be offered by the City Council if substantial progress is made on the improvements. Once completed, the remaining 75% of the purchase price shall be due to the City Clerk and the standard procedures for closing shall be followed and the title transferred to the buyer. Failure to make the improvements in the allotted timeline shall result in the forfeiture of all deposits, the building permit fee, additionally the City shall take legal action to repossess the real estate.

Adopted by Resolution #11-19 on April 3, 2019

Amended by Resolution #03-21 on January 20, 2021



CITY OF ATLANTIC
23 East 4th Street
Atlantic, IA 50022
City Hall: (712) 243-4810
Fax: (712) 243-4407
www.atlanticiowa.com

BID FOR CITY-OWNED PROPERTY

Please Contact City Hall to determine what property is available. If interested in acquiring property from the City, complete the following application and return to the City Administrator or City Clerk at City Hall. Bid consideration goes to the City Council for final approval. The City Council may choose to accept, reject, modify or place sale stipulations on the bid at their discretion. Contact either the City Administrator or City Clerk for additional questions on the process of property sale.

PETITIONER INFORMATION

Name: _____

Phone: _____

Address: _____

Email: _____

Address / Location of City-Owned Property: _____

Intended Use of the Property: _____

Example: Rehab and sell or rent, rehab for personal residence, build new, subdivide, increase lot size by combining with adjacent lot, etc.

Estimated Value of Building Construction on Property: _____

The Following Conditions Apply to all Bidders:

- All improvements shall be initiated within 60 days and completed within 180 days of approval of the sale by the City Council. An extension of 180 days may be granted if significant progress is made.
 - Failure to meet timeframe may result in forfeiture of purchase and purchase amount.

- All adjacent lots shall be combined as required within sixty (60) days of sale with the County Assessor's Office.

- Property transfer shall be by Quit Claim Deed and may occur upon substantial completion of renovation/construction of the property; as required.
- Purchaser shall maintain the property free of nuisances and hold insurance upon approval of sale by City Council and prior to deed transfer.
- The use of any property purchased shall be consistent with the zoning classification. In instances where legal use of the property pursuant to the zoning classification may conflict with existing adjacent and neighboring residential property, then certain other requirements may be imposed by the City or the use of the property. These requirements could include, but are not limited to, providing privacy fencing to screen neighboring properties, require lighting to be restricted and goods and merchandise stored outside to be on paved or asphalt surfaces. Construction on any property that would require a variance for approval shall nullify the bid proposal.
- City properties may not be mined for soil, nor stripped of vegetative cover, trees, shrubs and other living material except where necessary for construction and redevelopment or to comply with City Code. Properties sold or used as green space will be maintained in a manner appropriate to the neighborhood and consistent with City Code.

Other conditions may apply. Contact City Hall for additional questions on conditions of the property sale.

Minimum Required Bid on Legal Lot of Record: If a new home is not being built, the most recent year's assessed value on the property according to the Cass County Assessor's Office shall be the minimum bid accepted. Discounts will be offered on a 1% per \$1,000 of estimated value of new construction to be added to the property. If a new home with a minimum estimated value of \$100,000 is built on the lot, the sales price shall be reduced to \$1.00.

I understand the conditions and process for purchase of City property and that this sale must be approved by the City Council at a public hearing. Consideration of a bid is based on the intended use of the property and the amount of the bid. Payment shall occur prior to transfer of the deed. My current bid for the above-described property is as follows:

Bid Amount: \$ _____ Date: _____

Signed: _____
 Petitioner(s)



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23 East 4th Street
Atlantic, IA 50022
City Hall: (712) 243-4810
Fax: (712) 243-4407
www.atlanticiowa.com

CITY OF ATLANTIC STAFF ANALYSIS

Topic: Changes to Sidewalk Liability Under *Splitlgerber v. Bankers Trust Company & City of Des Moines (2024)*
Prepared For: Mayor, City Council
Date: October 29, 2024
Staff Contact: John Lund (712-243-4810) johnlund@cityofatlantic.com

Analysis

The City's current Code of Ordinances cites the chapters of Iowa Code:

136.01 REMOVAL OF SNOW, ICE AND ACCUMULATIONS. It is the responsibility of the abutting property owners to remove snow, ice and accumulations promptly from sidewalks. If a property owner does not remove snow, ice or accumulations within 24 hours following the cessation of snowfall, the City may do so and assess the costs as outlined below against the property owner for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2b & e])

136.02 RESPONSIBILITY FOR MAINTENANCE. It is the responsibility of the abutting property owners to maintain in a safe and hazard-free condition any sidewalk outside the lot and property lines and inside the curb lines or traveled portion of the public street.

(Code of Iowa, Sec. 364.12 [2c])

136.03 CITY MAY ORDER REPAIRS. If the abutting property owner does not maintain sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2d & e])

Since 1984 municipalities in Iowa have relied on the ability to transfer liability for sidewalk conditions from the municipality to the abutting property owner using Iowa Code 364.12(2). This practice was upheld by the Supreme Court for the State of Iowa as recently as *Madden v. City of Iowa City (2014)*

The Supreme Court announced on June 14, 2024 its decision on *Splitlgerber v. Bankers Trust Company & City of Des Moines*. The Justice McDermott, writing for the majority stated:

“We respectfully believe that *Madden* was wrongly decided. In our view, Madden failed to recognize a clear conflict between what the state statute permitted cities to do and what the city attempted to do through its ordinance. The statute permits cities to require abutting landowners to repair sidewalks, but only if the City first notifies the landowners by certified mail that a repair is necessary Iowa Code 364.12(2)(d). Likewise, the statute permits cities to hold abutting landowners liable for damages, but **only** for damages that result from failing to use reasonable care in removing snow and ice from the sidewalk.”

This leaves the City not only as the owner of sidewalks, but the party liable for damages resulting from Failure to “maintain [them] in a safe and hazard-free condition.”

The City can transfer liability, but each and every instance of this must involve notice via certified mail with the notice requiring the owner to “repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.”

The City does not have to assist the homeowner with the expenses related to such repairs, but prior Councils have developed programs to assist homeowners. One such program existed before my time with the City. In FY 2009 the City spent \$5,380 and in FY 2010 the City spent \$31,039 in a program that shared the cost of sidewalk reconstruction between the City and the property owner. If the property owner paid for the cement, the City’s Street Department would do the labor of the repair. This program was discontinued due to the excessive time it burdened the Street Department crew to do this work.

To keep our liability under control, a comprehensive assessment of all sidewalks within the City will need to be undertaken. Sidewalks not in a safe and hazard-free condition need to be flagged and notices sent to their abutters. It will be up to the Council to determine if a program should be developed to share in the cost of repairs, and if so, what that program would look like.