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Sarah M Hearst - Recorder, Muscatine County Iowa



Prepared By and Return to: Muscatine County Administration Office, 414 E. Third St, Ste 101, Muscatine, IA 52761 563(263-5317)

## **ORDINANCE #05-19-25-01**

### **MUSCATINE COUNTY SPECIAL EVENTS ORDINANCE**

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF MUSCATINE COUNTY, IOWA:

#### **INTRODUCTION**

##### **SECTION 1. PURPOSE.**

It is the purpose of this Ordinance to regulate the date, time, place, and manner of Special Events occurring on the secondary roads and their right of way in Muscatine County and/or other County Property when the events impact upon health, safety, sanitary, fire, police, transportation or utility services exceeds those regularly provided to the location of the event.

This Ordinance is enacted in order to promote the health, safety, and welfare of the residents and visitors of Muscatine County by ensuring that Special Events do not create disturbances, become nuisances, menace or threaten life, threaten health or property, disrupt traffic flow, or damage property. Further, to assure that the County is properly protected and indemnified.

It is not the intent of the County Board of Supervisors enacting this Ordinance to regulate in any manner the content of speech or infringe on the right to assemble; except for regulating the time, place, and manner of assembly.

This Ordinance is adopted under the authority of Iowa Code Section 331.362.

##### **SECTION 2. DEFINITIONS.**

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

1. "Clear Zone" means a distance of ten feet from the outside edge of the shoulder away from the road.
2. "County Property" means any real or personal property belonging to Muscatine County or upon which Muscatine County has a road or other easement.

3. "Extra-ordinary Services" means work performed or assistance by any department of county government (Sheriff's Office, Roads, Emergency Management and/or County Development Director, to provide a service to assist an Event Organizer of a Special Event with the delivery of their event whether required through the permit process or by a voluntary request by the Event Organizer. These are services that are beyond the initial review and approval of the event and shall be determined in the sole discretion of the department of county government providing them and may be subject to costs being paid by the Event Organizer.

4. "Event Organizer" means the event coordinator, planner, scheduler, corporation, government entity, club, association, or other person(s) who has the responsibility for hosting an event.

5. "Participant" means any person registered and participating in the Race, Ride or Tour.

6. "Permit Application" means the Special Event Permit Application incorporated into this Ordinance in Attachment A.

7. "Race" means any event in which competition shall determine a winner or loser, or the act of competing such that a winner is discerned separately of the other participants; presuming the Event Organizer promotes the event of the race, requires law enforcement involvement for traffic control or road closures for control of other highway users, and the participants are not required or encouraged by the Event Organizer to follow the Rules of the Road.

8. "Rules of the Road" refer to Chapter 321 of the Iowa Code.

9. "Ride or Tour" means, any event in which the participants' activities are either competitive or non-competitive, and the Event Organizer encourages and requires the participants to follow the Rules of the Road.

10. "Right of Way" means property obtained by the County through deed or permanent easement reserved for Construction of and/or maintenance of Transportation facilities (typically 66' wide on most County roads.

11. "Roadside" means areas within the Right-Of-Way that are outside the Traveled Way.

12. "Special Event" means any occurrence on county highway right of way where the time and size of an event would substantially interrupt the safe and orderly movement of traffic or deprive the local residents unimpeded use of their properties as well as may be located on any other property belonging to Muscatine County. Special Events require a user of the roadway or other County Property to preregister for the event. This Ordinance is not meant to apply to parking along county roads

or in most instances to a ride or tour as defined in herein. It is also not meant to apply to other event, such as a funeral procession.

13. "Standard Roadside Signage" shall refer to all statutory, advance warning, cautionary, or informational signage as installed within the county right-of-way by the Muscatine County Secondary Roads Department to be in conformance with the requirements of the Manual on Uniform traffic Control and Devices.

14. "Traveled Way" means designated driving surface of a road (including the shoulder).

### **SECTION 3. SEVERABILITY.**

The provisions of this Ordinance shall be deemed severable, and it is expressly declared that Muscatine County would have passed the other provisions of this Ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this Ordinance or the application to any person or circumstance is held invalid, the remainder of this Ordinance and the application of such provisions to other persons and circumstances shall not be deemed affected.

### **SECTION 4. SAVING CLAUSE.**

This Ordinance shall in no way be deemed to supplant or otherwise invalidate any provision of state statutes relating to the subject matter hereof. Any person entrusted with the enforcement of this Ordinance may, in the exercise of his or her discretion, proceed under applicable state statutes.

### **SECTION 5. DESIGNATION AND REGULATIONS.**

Special Event Permit Applications shall address the following issues and attach additional supporting information, if necessary. A summary of required information is as follows, in addition more specific information may be required by the County as dictated by event specific conditions.

1. "Duration and Hours of Operation" The Special Event application shall specify the day(s), date(s), time, and location upon which the incident is to occur, or in the case of a seasonal or recurring event, the days within the season or period within the calendar year upon which the event will re-occur. The application must include the hours of pre-event setup and post-event tear down operations will occur, and no such pre or post event activities may be conducted other than as specified and agreed to.
2. "Parking and Access" A Special Event permit application shall include a plan identifying areas that may be reasonably expected to be utilized by event

participants for off-street and on-street.

3. "Sanitary facilities, Potable Water, and Rest Stations" The Event Organizer shall make reasonable accommodations for rest areas facilities throughout the course of the event or at the site of the event and outside of the county highway right of way.
4. "Refuse Removal" The Special Event Organizer shall be responsible for taking all reasonable efforts to pick up litter, debris, and refuse during; immediately following; and within twenty-four (24) hours after the conclusion of the event along its' course for debris attributable to the event.
5. "Severe Weather Notification" The Special Event Organizer shall have a plan of how to notify event participants in the event of severe weather or emergency atmospheric conditions which would affect the event or participants. Emergency Contact: The Special Event permit shall indicate the contact name and phone number for all emergency contacts between the County 911 system and the Event Organizer. The event contact shall be available 24/7 during the event and shall serve as the sole source point of contact between the Event Organizers, any Staffing, and Participants.
6. "Notification" The Event Organizer shall be required to notify the Secondary Roads Department Offices of their event. The Secondary Roads Department shall notify the other governmental jurisdictions within the County outlined herein.
7. "Participation" The Event Organizer shall have a method of identification of all participants in the event. All participants shall display some method of individual identification on their person during the event. The device shall be properly displayed in front and/or back of the participant, readily visible, and discernible at a distance of up to fifty (50) feet. Upon request of law enforcement; the organizer shall provide the contact information of any/all participants.
8. "Security" Arrangements and costs are the responsibility of the Special Event Organizer.
9. "Barricades, Signage, and traffic Control" The Event Organizer shall be required to develop a traffic plan for the event to address any special signage requirements or conditions.
10. "Road Marshalls or Flagging Personnel" The Event Organizer may utilize volunteer road Marshalls or flagging personnel staff in accordance with state statutes and regulations.

**SECTION 7: APPLICATION REVIEW.**

The Roads Department, Sheriff's Office, County Development Director and Emergency Services shall evaluate the Permit Application and approve, approve with conditions, or deny the permit request. Reasons for denial shall be set forth in writing, provided to the Event Organizer, and application fee returned, minus costs. Requests for additional information shall be provided within seven (7) calendar days, or the permit will be considered incomplete and returned.

Secondary Roads shall evaluate the proposed request for compatibility with public travel on a Secondary Road. A recommendation shall be made upon restrictions required, signing required and whether road closure is required. Erection, maintenance, removal and all costs of any additional signage will be the sole responsibility of the Event Organizer.

Muscatine County Sheriff's Office shall evaluate the proposed request for need of law enforcement assistance. The estimated cost of traffic or law enforcement assistance shall be paid by the Event organizer prior to the event. The Board of Supervisors may waive the traffic control fee for governmental agency requests and other requests.

County Development Director ("CDD") shall evaluate the proposed request for conformance with the following requirements. The Event Organizer of the event shall provide a certificate of insurance naming Muscatine County as an additional insured party. CDD shall establish the insurance policy limits required for the event. The Event Organizer shall file a Hold Harmless Agreement satisfactory to CDD and signed by an authorized representative of the Event Organizer. The Event Organizer shall submit a copy of a signed form that releases the County and the Event Organizer that shows the Participant assumes risk for the activity taking place on the Secondary Roads or other County property. The said release form shall contain a valid signature and address and shall be kept in the possession of the Event Organizer.

Emergency Services - 911 means the Muscatine County Communications Center, Fire Services, Ambulance Services and any other services provided by the County to protect and serve persons located in Muscatine County. The Event Organizer shall coordinate with the Muscatine County Communications Center as to when the event has commenced and when the event is completed.

Permits shall be issued unless it is determined that one of the following conditions exist:

1. The time, size, proposed location, or route of the event would substantially interrupt the safe and orderly movement of traffic in or around the vicinity of the event's location.
2. The concentration of persons at the event would interfere with the administration of emergency services.
3. Another highway use permit has already been applied for or issued for substantially the same time and location.
4. The Event Organizer has provided incomplete or fraudulent information on the application or has failed to satisfy the permit requirements or requests for additional information or planning.
5. Any other condition which, in the discretion of the Secondary Roads Department; creates an unacceptable health or safety risk such as but not limited to roadway surface conditions, road construction, road maintenance, other operations, or requests extending beyond the County's capability to provide services.

A preliminary decision shall be made on the application within fourteen (14) calendar days of receipt by the Department. The preliminary decision shall indicate approval, approval with conditions, request for additional information, or denial.

Revisions to any permitted routes shall be approved by the Roads and Sheriff's Office.

Each permit shall be valid for the day, date, and times started therein. A separate permit application will be required for each separate event. Multiple courses, routes, or activities held on consecutive days, date, and time by the same Event Organizer shall be considered as one event.

An Event Organizer may appeal the denial of a Special Event permit to the Muscatine County Board of Supervisors or its' designee. All appeals shall be in writing to the Board of Supervisors within fourteen (14) calendar days of the date of denial on the permit. Event applicant shall pay all fees associated with the calling of any Special meetings for hearing of or requests for appear.

#### **SECTION 8: INDEMNIFICATION AND HOLD HARMLESS.**

All Event organizer's for a Special Event permit as well as Participants shall agree, as a condition of the permit and/or their participation, to indemnify, defend, and hold harmless Muscatine County and its' officials, employees, and agents against all claims, liability, loss, damage, or expense incurred by the County on account of any injury to or death of any person or any damage to any property caused by or resulting from the activities for which the permit is granted.

**SECTION 9: INSURANCE REQUIREMENTS.**

The Special Events permit shall not be approved without proof of liability insurance by the Event Organizer. Said liability insurance shall be in the minimum amount of two million dollars and must follow the requirements contained herein.

**SECTION 10: EVENT CANCELLATION OR ALTERATION.**

The Roads Department, Sheriff, Emergency Services and/or County Development Director may cancel or alter the route of a Special Event when in his or her judgment the safety of the participants or the general public would be endangered on said route or thought to cause unreasonable interference with the traffic.

**SECTION 11: ENFORCEMENT AND PENALTIES.**

This Ordinance shall be enforced by any officer employed by the Muscatine County Sheriff's Department.

**SECTION 12: PENALTIES.**

The penalty for violating any provision of this Ordinance shall result in a fine of not less than \$500.00. Each day of violation shall be considered a separate occurrence. Other penalties, fines, and/or charges may be carried out against a Special Events permit holder as described by state statute, county ordinance, or other regulations and rules, in addition to this Ordinance.

**SECTION 10: EFFECTIVE DATE**

This ordinance shall be in effect immediately after its final passage and publication as provided by law. Passed and approved this the 19<sup>th</sup> day, in the month of May, 2025.

PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of May, 2025.

ATTEST:



Tibe Vander Linden  
Muscatine County Auditor



Nathan Mather, Chairperson  
Muscatine County Board of Supervisors

**SPECIAL EVENTS**  
**LIABILITY RELEASE/ WAIVER & INDEMNIFICATION AGREEMENT**

**BE IT REMEMBERED** that on the \_\_\_\_ day of \_\_\_\_\_, 2025 Muscatine County, Iowa (“**County**”) and \_\_\_\_\_ (“**Special Event**”) entered into this Liability Release/Waiver and Indemnification Agreement (“**Agreement**”) relating to the use by the Special Event of any County roadways, paths, property or parks. For purposes of this Agreement, the parties maybe referred to individually as “**Party**” and collectively as “**Parties.**”

Special Event for and in consideration of the permission given to use any County roadways, paths, property or parks (“**Property**”) for the \_\_\_\_\_, does hereby agree and acknowledge that we are aware that the use of the Property for this type of an event involves certain inherent dangers and that participants may be subjected to the risk of death, personal injury, or other property damage, and that we as event organizers and the County may be subjected to the filings of certain claims, causes of action or lawsuits as a result thereof. We, as the Special Event organizers freely, voluntarily, and with such knowledge assume the risk of death, personal injury, or property damage arising from or in any way connected to the use of Property during the performance of their duties or incidental activities.

**We hereby release, agree to indemnify and to hold harmless** Muscatine County, Iowa, its officers, employees and agents from any and all liability, claims, suits, demands or other causes of action arising out of or related to any loss, damage or injury that occurs as a result of our use of County Property and/or any claims filed by participants or nonparticipants occurring during the event or arising out of the event, whether the loss, damage, injury, or death is caused by our negligence, the negligence of a participant, the negligence of a nonparticipating person, the negligence of the Muscatine County, Iowa, including the Muscatine Conservation Department, its officers, employees, or agents, or the negligence of any other third party.

We further agree that we shall require each event participant to execute a Liability Release and Waiver (“**Waiver**”) as a condition of their participation and that such Release and Waiver of Liability shall bind the members of each participants family, whether they are alive or if deceased their heirs, assigns and personal representatives, and such Waiver shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** Muscatine County, Iowa or the Muscatine County Conservation Department/Commission, its officers, employees or agents.

We further agree that this Release and Waiver of Liability and any participant Waivers shall be construed in accordance with the laws of the State of Iowa and that the signatory hereto signing for the Special Event organizer has the authority to execute this Agreement.

**By signing this Release/Waiver of Liability and Indemnification Agreement, we state that we have read and understand the conditions set forth, we agree to all conditions set forth, and we sign this voluntarily.**

**Event Organizer - \_\_\_\_\_**

Signature: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

**Muscatine County, Iowa**

Signature: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

**SPECIAL EVENT PARTICIPANT  
LIABILITY RELEASE/WAIVER & INDEMNIFICATION AGREEMENT**

**BE IT REMEMBERED** that on the \_\_\_\_ day of \_\_\_\_\_, 2025 Muscatine County, Iowa (“**County**”) and \_\_\_\_\_ (“**Special Event**”) entered into a Liability Release/Waiver and Indemnification Agreement (“**Agreement**”) relating to the use by the Special Event of any County roadways, paths, property or parks. For purposes of this Agreement, the parties maybe referred to individually as “**Party**” and collectively as “**Parties.**”

As a participant, I, \_\_\_\_\_, for and in consideration of the permission given to use any County roadways, paths, property or parks (“**Property**”) for the Special Event, do agree and acknowledge that I am aware the use of these areas for this type of an event involves certain inherent dangers and that I may be subjected to the risk of death, personal injury, or damage to my property, and that I freely, voluntarily, and with such knowledge assume the risk of death, personal injury, or property damage arising from or in any way connected to the use of Property.

**I hereby release and agree to indemnify and hold harmless** Muscatine County, Iowa, its officers, employees and agents from any and all liability, claims, suits, demands or other causes of action arising out of or related to any loss, damage or injury that occurs as a result of my use of County Property during the Special Event whether the loss, damage, injury, or death is caused by my negligence, the negligence of another participant, the negligence of a non-participant, the negligence of the Muscatine County, Iowa and/or the Muscatine Conservation Department, its officers, employees, or agents, or the negligence of any third party.

I further agree that this Release and Waiver of Liability shall bind the members of my family, if I/am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** Muscatine County, Iowa or the Muscatine County Conservation Department/Commission, its officers, employees or agents. I further agree that this Release and Waiver of Liability shall be construed in accordance with the laws of the State of Iowa.

**By signing this Release and Waiver of Liability, I state that I/ have read and understand the conditions set forth, I agree to all conditions set forth, and I sign this voluntarily.**

Participant’s Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Participant’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Guardian’s Printed Name: \_\_\_\_\_  
(If under 18 years of age)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Legal Guardian for Minor

Minor’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_