

July 19, 2022

The Benton County Board of Supervisors met in regular session with Supervisors Seeman, Primmer and Bierschenk present. The meeting was called to order at 9:00 a.m. at the conference room at the Benton County Service Center. Members of the public were provided the zoom access capability to join in during open session and livestream at <https://www.youtube.com/bentoncountyiowa>. Unless otherwise noted, all actions were approved unanimously. Summarized Resolutions will be available in the Auditor's office and at: www.bentoncountyiowa.gov (<https://www.youtube.com/bentoncountyiowa>)

Bierschenk moved/Primmer seconded: To approve the minutes of Tuesday, July 12, 2022. Motion carried.
Primmer moved/Bierschenk seconded: To approve Recorder's Quarterly Report ending June 30, 2022. Motion carried.
Primmer moved/Bierschenk seconded: To approve General Assistance Quarterly Report ending June 30, 2022. Motion carried.
Primmer moved/Bierschenk seconded: To set public hearing date for Ron Boyer for a part of Parcel C in the NE ¼ of the NE ¼ of Sec 9-84-9 for Tuesday, August 16, 2022 at 9:15 a.m. Motion carried.
Primmer moved/Bierschenk seconded: To set public hearing date for Don Foltz in a part of the SW ¼ of the SE ¼ of Sec 23-85-9 for Tuesday, August 16, 2022 at 9:35 a.m. Motion carried.
Bierschenk moved/Primmer seconded: To approve farm exemption application for Kim Dulin for part of the SW ¼ of the NE ¼ and the NW ¼ of the SE ¼ of Sec 22-85-10. Motion carried.
Primmer moved/Bierschenk seconded: To approve Class C Liquor license for Hy-Vee, Inc. for September 15, 2022 through September 19, 2022. Motion carried.
Primmer moved/Bierschenk seconded: To approve Resolution #22-59, Variance to Sub-Division Ordinance. Motion carried.

RESOLUTION #22-59

Variance to the Benton County Subdivision Ordinance

WHEREAS, JGT Promotions, LLC has requested a variance to the Benton County Subdivision Ordinance #72; and

WHEREAS, the Board believes that certain requirements should be varied; and

NOW THEREFORE BE IT RESOLVED that the following requirements of the Benton County Subdivision Ordinance #72 shall be waived with the regards of the division of real property located in the NW 1/4, Section 13-T82N-R11W.

In Article IV, Sections 4.01 through 4.05; Article V, 5.01 through 5.07; Article VI, 6.2 through 6.03 and 6.05 (f); and Article VII, Section 7.01

FURTHER IT IS RESOLVED that the owners shall comply with the remaining requirements set forth in the Benton County Subdivision #72.

Signed this 18th day of July, 2022.

Tracy Seeman, Chairman

Gary Bierschenk

Rick Primmer

ATTEST:

Hayley Rippel, Benton County Auditor

Primmer moved/Bierschenk seconded: To approve Resolution #22-60, Enter into a 28 E Agreement for Victim Witness Coordinator/Sexual Assault Response Team Assistant. Motion carried.

RESOLUTION #22-60

28E AGREEMENT FOR VICTIM WITNESS COORDINATOR/SEXUAL ASSAULT RESPONSE TEAM ASSISTANT

WHEREAS, Benton County has a mutual desire to share the services of a Victim Witness Coordinator/SART Assistant;
; and

WHEREAS, Benton County, Delaware County, Jones County, Buchanan County and Clayton County are all those sharing services; and

WHEREAS, it is understood that this Agreement is between five counties and is entered into pursuant to the provisions of Iowa Code Chapter 28E and shall be electronically filed with the Iowa Secretary of State's Office upon execution, as required by law.

Signed this 19th day of July, 2022.

Tracy Seeman, Chairman

Gary Bierschenk

Rick Primmer

ATTEST:

Hayley Rippel, Benton County Auditor

28E AGREEMENT FOR VICTIM WITNESS COORDINATOR/SEXUAL ASSAULT RESPONSE TEAM ASSISTANT

This 28E Agreement is made on this 19th day of July, 2022, by and between Benton County, Iowa, Buchanan County, Iowa, Clayton County, Iowa, Delaware County, Iowa, and Jones County, Iowa (hereinafter the Counties).

WHEREAS, all parties to this Agreement are public agencies as defined by Sections 28E.2 of the Code of Iowa; and

WHEREAS, Iowa Code Chapter 915 provides for victims' rights in criminal proceedings, including registration and notification; and

WHEREAS, the Counties understand the importance of ensuring the presentation of rights and services to crime victims; and

WHEREAS, the Counties are committed to improving the services and support available to crime victims and witnesses; and

WHEREAS, the Counties recognize the importance of their Sexual Assault Response Teams (SART) in providing a victim-centered response in sexual assault crimes; and

WHEREAS, the Counties will cooperate in contracting with a multi-county Victim Witness Coordinator/SART Assistant to meet these needs; and

WHEREAS, through the resolutions adopted by the parties hereto, the provisions of this agreement have been approved by the parties.

Therefore, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to allow the parties to share the services of a Victim Witness Coordinator/SART Assistant.
2. **TERM:** This agreement is expected to last from July 1, 2022 through June 30, 2023.
3. **ADMINISTRATOR:** No separate legal or administrative entity shall be established in order to administer this agreement. Clayton County is hereby designated as administrator for the joint or cooperative undertaking as required

by Section 28E.6.

4. **FINANCING:** The manner of financing the joint or cooperative undertaking and establishing and maintaining a budget therefore, shall rest with Clayton County, Iowa.
 - a. Clayton County, Delaware County, and Jones County are utilizing the Victim Witness Coordinator and SART Assistant roles. Clayton County and Delaware County will each be responsible for \$13,000. Jones County will be responsible for \$13,780
 - b. Buchanan County and Benton County will be utilizing the SART Assistant and not the Victim Witness Coordinator services in their counties. These counties will each be responsible for \$6,500.
 - c. Each county shall make payment in full to Clayton County Auditor by August 1, 2022.
 - d. The Counties shall cooperate in applying for and obtaining any federal, state, or other funds to meet the financial obligations under this agreement.
5. **SCOPE OF WORK:** The Victim Witness Coordinator/SART Assistant is an independent contractor. Each county will be responsible for determining the scope of work for the Victim Witness Coordinator/SART Assistant in its county. This work may include, but is not limited to, providing criminal justice services to crime victims and witnesses, and leading and coordinating the activities of a county's SART. Each county will determine if the Victim Witness Coordinator/SART Assistant is required to submit time management sheets.
6. **TERMINATION:**
 - a. This agreement may be terminated at any time by a majority vote of the Counties. Any funds paid to the Clayton County Auditor that have not been earned by the VWC Coordinator/SART Assistant at the time of the termination of this agreement shall be returned to the Counties.
 - b. A county withdrawing with cause must serve written notice upon the Counties at least 30 days prior to its withdrawal date. Notice may be sent by regular or by certified mail, return receipt requested. The withdrawing county must fulfill its financial obligations up to the withdrawal date. "With cause" may include the material breach of the terms or obligations of this Agreement by another county, and/or the failure of the VWC Coordinator/SART Assistant to fulfill his/her duties as established by the Counties.
 - c. Any county may withdraw from this agreement without cause by serving written notice upon the Counties by April 1st. Notice may be sent by regular or by certified mail, return receipt requested. A party withdrawing under this subsection must fulfill its financial obligations under this agreement through the end of the fiscal year in which notice is provided.
7. **AMENDMENTS:** Any amendments must be in writing and approved by all parties to this agreement.
8. **SEVERABILITY:** If any one or more of the provisions of this agreement are declared unconstitutional or contrary to the law, the validity of the remainder thereof shall not be thereby affected.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day and year above written.

**APPROVED BY THE DELAWARE
COUNTY BOARD OF SUPERVISORS**

Shirley Helmrichs, Chairperson

ATTEST: _____
Auditor

**APPROVED BY THE CLAYTON
COUNTY BOARD OF SUPERVISORS**

Ray Peterson, Chairperson

ATTEST: _____
Auditor

**APPROVED BY THE BENTON
COUNTY BOARD OF SUPERVISORS**

Tracy Seeman, Chairperson

ATTEST: _____
Auditor

**APPROVED BY THE JONES
COUNTY BOARD OF SUPERVISORS**

Jon Zirkelbach, Chairperson

ATTEST: _____
Auditor

APPROVED BY BUCHANAN COUNTY

Don Shonka
Buchanan County Attorney

ATTEST: _____
Auditor

Bierschenk moved/Primmer seconded: To approve corrected Treasurer's Semi-Annual report ending December 31, 2021. Motion carried.

Primmer moved/Bierschenk seconded: To approve Treasurer's Semi-Annual report ending June 30, 2022. Motion carried.

Bierschenk moved/Seeman seconded: To approve law enforcement contracts with the following cities:

City of Garrison, \$5,070 to be paid quarterly and not to exceed 156 hours a year, City of Mt. Auburn and City of Luzerne, \$845.00 and not to exceed 26 hours a year. Motion carried.

Primmer moved/Bierschenk seconded: To approve Sheriff's Quarterly report ending June 30, 2022. Motion carried.

Primmer moved/Bierschenk seconded: To adjourn. Motion carried.

Tracy Seeman, Chairman

ATTEST: _____

Hayley Rippel, Benton County Auditor