

June 30, 2023

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 are invited to join in during open session or watch the 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](http://www.bentoncountyiowa.gov)*  
( <https://www.youtube.com/bentoncountyiowa>)

**Primmer moved/Bierschenk seconded:** To approve the minutes of June 27, 2023. Motion carried.  
**Primmer moved/Bierschenk seconded:** To approve the use of courthouse lawn for the Vinton Cruise Committee on September 23, 2023. Motion carried.  
**Primmer moved/Bierschenk seconded:** To approve use of the courthouse lawn for Vinton Unlimited for the Boomtown festivities to be held on August 26, 2023. Motion carried.  
**Primmer moved/Bierschenk seconded:** To approve and authorize signature for fiscal audit agreement with Eide Bailly. Motion carried.  
**Bierschenk moved/Primmer seconded:** To approve service agreement to participate in the Iowa State Association of Counties (ISAC) HIPPA Program. Motion carried.  
**Primmer moved/Bierschenk seconded:** To approve Resolution #23-48, Enter into 28E with Dubuque County regarding delinquent court debt collections. Motion carried.

**RESOLUTION #23-48**

**RESOLUTION TO ENTER INTO 28E AGREEMENT WITH DUBUQUE COUNTY REGARDING DELINQUENT COURT DEBT COLLECTIONS**

**WHEREAS**, Benton County and Dubuque County have elected to participate in the collection of delinquent court obligations on the county level; and

**WHEREAS**, by combining their efforts under a 28E Agreement, Benton County and Dubuque County will return unpaid debt to the State, Benton and Dubuque Counties, and will return unpaid victim restitution to the victims of crime in both counties; and

**WHEREAS**, the Benton County Attorney and Dubuque County Attorney have discussed entering into a 28E Agreement with each other regarding delinquent court debt collections and have determined that it would be in the best interest of both counties to do so.

**NOW, THEREFORE, BE IT RESOLVED BY THE BENTON COUNTY BOARD OF SUPERVISORS AS FOLLOWS:**

The proposal to enter into a 28E Agreement with Dubuque County for the collection of delinquent court debt was hereby approved by a motion in the minutes on June 6, 2023 and the Chairman of the Board of Supervisors for Benton County is hereby authorized to execute said 28E Agreement on behalf of Benton County.

PASSED AND ADOPTED THIS 30th DAY OF JUNE, 2023.

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Tracy Seeman, Chair

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Rick Primmer

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Gary Bierschenk

ATTEST:

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Hayley Rippel, Benton County Auditor

**28E Agreement for Benton and Dubuque County Collection Of  
Delinquent Court Obligations**

WHEREAS Benton County and Dubuque County have elected to participate in the collection of delinquent court obligations on the county level, including collections under the County Attorney payment plan for driver's license reinstatement, under Iowa Code§ 321.210B; and

WHEREAS Dubuque county has filed with the Clerk of Court for their respective county the required notice of full commitment to collect delinquent court debt for all cases assigned to that county for collection by the court, in accordance with Iowa Code§ 602.8107(4); and

WHEREAS, according to the State Data Center of Iowa, the most recent population of Dubuque County is 98,677 and

WHEREAS, pursuant to Iowa Code §§ 602.8107(4)(c)(2)(e) and 602.8107(4)(e)(2), an annual delinquent debt collection threshold of \$300,000.00 will apply to Benton and Dubuque County under this 28E Agreement; and

WHEREAS Benton County and Dubuque County will each devote the appropriate administrative resources to comply with their obligations to collect delinquent court debt, pursuant to Iowa Code § 602.8107 and Chapter 28E; and

WHEREAS the Board of Supervisors for each County has passed a Resolution approving this Agreement and authorizing their respective Chairpersons to execute this Agreement.

IT IS THEREFORE AGREED by and between Benton County and Dubuque County as follows:

1. Benton County and Dubuque County shall share and consolidate their delinquent court debt obligation collections, pursuant to Iowa Code § 602.8107(4)(e) and Iowa Code Chapter 28E.
2. Each County shall devote the necessary time of their County Attorney and the County Attorney's staff to collect delinquent court obligations, pursuant to Iowa Code § 602.8107(4), but Benton County will provide assistance to Dubuque County in collecting monies owed in Dubuque County cases. This includes the use of Benton County Collection staff for the daily collections of any money owed to Dubuque County. Benton County agrees to assist with the preparation of documents and filings. The Dubuque County Attorney's Office shall make all necessary court appearances in Dubuque County.
3. Benton County shall remain responsible for its entire collection participation for monies owed in Benton County cases and will retain one hundred percent (100%) of income received in conjunction with money collected in Benton County cases and other counties excluding Dubuque County.
4. Each County shall provide the necessary resources, including, but not limited to, computer equipment, computer software, postage, paper, envelopes, and other office supplies to collect delinquent court obligations.
5. For the fiscal year beginning July 1, 2023, the monies distributed to Dubuque County pursuant to Iowa Code Section 602.8107 shall be distributed fifty percent (50%) to Benton County and fifty percent (50%) to Dubuque County. This distribution percentage shall remain the same for each and every year this agreement is in effect, and can only be modified as described in this agreement. The delinquent court obligations owed and collected in each respective county shall be accounted for separately so that said monies received from the State as a result of said collection efforts can be attributed to the appropriate respective county. Disbursements of said monies to Benton County from Dubuque County shall be invoiced on a quarterly basis and are due within twenty (20) days of the receipt of said invoice.
6. The County Attorneys and their respective staff member shall share information and resources which will facilitate the collection of delinquent financial obligations in the counties.
7. This Agreement shall become effective upon all parties hereto signing, and shall be effective through June 30, 2026.
8. At the conclusion of the initial three year period this agreement shall automatically renew for a period of one year under the same terms and conditions, unless either County to this Agreement gives the other County written notice of termination of this Agreement no later than April 1 of the respective fiscal year.
9. If any County elects to terminate this Agreement pursuant to Paragraph 8 above, then said County shall provide the other County and that county's County Attorney with written notice of said election to terminate this Agreement. Written notices shall be sent by certified mail to the following respective addresses:

Benton County Board of  
Supervisors Benton  
County Courthouse  
111 East 4<sup>th</sup> Street  
Vinton, IA 52349  
Benton County Attorney  
Benton County  
Courthouse  
111 East 4<sup>th</sup> Street  
Vinton, IA 52349

Dubuque County Board of  
Supervisors Dubuque County  
Courthouse  
720 Central Ave  
Dubuque, Iowa 52001

Dubuque County Attorney  
Dubuque County  
Courthouse 720 Central  
Ave  
Dubuque, Iowa 52001

10. If any terms or provisions of this Agreement shall be held to be invalid or unenforceable for any reason, then the remaining terms and provisions shall continue to remain in full force and effect. If a court finds that any term or provision of this Agreement is invalid or unenforceable, but that such term or provision could be limited and thereby be considered valid and enforceable, then such term or provision shall be deemed to be written, construed, and enforced in accordance with said limitation.
11. This Agreement is the complete agreement between the parties. Any amendment to this Agreement must be made in writing and must be approved by the Board of Supervisors for each County before going into effect. Any amendment made shall also require the approval of the County attorney for each County.

Entered into on this 6<sup>th</sup> day of June, 2023.

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Tracy Seeman, Chairman  
Benton County Board of Supervisors  
STATE OF IOWA, COUNTY OF BENTON, SS:

Be it remembered that on this 6<sup>th</sup> day of June, 2023 before me a notary public in and for Benton County, Iowa, personally appeared Tracy Seeman, Chairman of the Board of Supervisors of Benton County, Iowa to me know to be the person named in and who executed the foregoing instrument and acknowledge that he executed the same as his voluntary act and deed and on behalf of Benton County, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

\_\_\_\_\_  
Chairman  
Dubuque County Board of Supervisors  
STATE OF IOWA, COUNTY OF DUBUQUE, SS:

Be it remember that on this 30<sup>th</sup> day of May, 2023, before me, a notary in and for Dubuque County, Iowa, personally appeared Harley Pothoof, Chairman of the Board of Supervisors of Dubuque County, Iowa, to me known to be the person named in and who executed the foregoing instrument and acknowledge that he executed the same as his voluntary act and deed and on behalf of Dubuque County, Iowa.

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Notary Public in and for the State of Iowa

**Primmer moved/Bierschenk seconded:** To approve annual Special Class C Retail Alcohol License for Bloomsbury Farm Inc.  
Motion carried.

**Primmer moved/Bierschenk seconded:** To approve Special Class C Retail Alcohol License for MidWest Sips for July 15-19<sup>th</sup>, 2023.  
Motion carried.

**Primmer moved/Bierschenk seconded:** To approve Special Class C Retail Alcohol License for Peach Cart Co. for July 18-22, 2023.  
Motion carried.

The Board discussed a last minute firework permit that will need to be a call in meeting next weekend since the event is taking place July 8 along with a few committee reports.

**Primmer moved/Bierschenk seconded:** To enter into closed session pursuant to Iowa Code 21.5(1)(c) at 10:30 a.m. Voting aye were Primmer, Bierschenk and Seeman. Motion carried.

**Primmer moved/Bierschenk seconded:** Exit closed session at 11:47 a.m. Motion carried.

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

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Tracy Seeman, Chairman

ATTEST: \_\_\_\_\_

Hayley Rippel, Benton County Auditor