

August 8, 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: (<https://www.youtube.com/bentoncountyiowa>)*

Bierschenk moved/Primmer seconded: To approve the minutes of August 1, 2023. Motion carried.

Primmer moved/Bierschenk seconded: To approve payroll checks numbered 142931 through 142942, ACH Deposits 53917 through 54068, vendor checks numbered 246995 through 247001 and claims numbered 247002 through 247119. Motion carried.

Primmer moved/Bierschenk seconded: to approve Class C Retail Liquor License for McBride Mobile Taps, LLC for September 11-15, 2023. Motion carried.

Primmer moved/Bierschenk seconded: To approve Resolution #23-58, Entering into revised 28E with Bremer County for County Attorney's Collection. Motion carried.

**RESOLUTION #23-58
AMEND RESOLUTION #23-47**

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

WHEREAS, Benton County and Bremer County have elected to participate in the collection of delinquent court obligations on the county level since July 2016 with Resolution #16-52 ; and more recently Resolution #23-47 on June 27, 2023 ,

WHEREAS, the Benton County Attorney and Bremer County Attorney have discussed entering into another revised 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:

Resolution #23-47, is voided and replaced with Resolution #23-58, The proposal to enter into a revised 28E Agreement with Bremer County for the collection of delinquent court debt is hereby approved 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 8th DAY OF August, 2023.

Tracy Seeman, Chair

Rick Primmer

Gary Bierschenk

ATTEST:

Nancy Jorgensen, Benton County Deputy Auditor

28E Agreement for Benton County & Bremer County Collection
of Delinquent Court Obligations

WHEREAS Benton County and Bremer 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 each county has filed with the Clerk of Court for their respective county the required annual 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 2021 Census, the population of Benton County is 25,691 and the population of Bremer County is 23,081; and

WHEREAS, pursuant to Iowa Code §§602.8107(4)(c)(2)(e) and 602.8107(4)(e)(2), and annual delinquent debt collection threshold of \$50,000.00 will apply collectively to Benton and Bremer County under this 28E Agreement; and

WHEREAS Benton County and Bremer 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 Resolution approving this Agreement and authorizing their respective Chairperson to execute this Agreement.

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

1. Benton County and Bremer 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 training and assistance to Bremer County in collecting monies owed in Bremer County cases. This includes the use of Benton County Collection staff for preparation of documents and filings. The Bremer County Attorney's Office shall make all necessary court appearances in Bremer County.
3. Benton County shall remain responsible for its entire collection participation for monies owed in Benton County and will retain one hundred percent (100%) of income received in conjunction with money collected in Benton County cases and other counties excluding Bremer 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 ending June 30, 2024 the monies distributed to Bremer County pursuant to Iowa Code Section 602.8107 shall be distributed forty-five percent (45%) to Benton County and fifty-five percent (55%) to Bremer County, with the agreement regarding those amounts collected and split between the respective county attorney offices that the Benton County Attorney's Office shall be entitled to one (1%) of Benton County's over the threshold amount and the Bremer County Attorney's Office shall be entitled to four (4%) over the threshold amount. 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 Bremer County shall be made on a monthly basis and within ten (10) days of their receipt.
6. In the event that the Counties determine that it would be mutually beneficial to share the use of any personal property, with said property to be utilized by the County Attorneys in their collection efforts, then said purchase must be approved by the Board of Supervisors for both Counties, if the total purchase price of the item, or multiple items obtained through a combined purchase, exceeds \$800.00. Each county will provide one-half of the funds for the purchase of said personal property. If said personal property is later sold, then each county shall receive one-half of the net sale proceeds from the sale of said property.
7. The County Attorneys and their respective staff members shall share information and resources which will facilitate the collection of delinquent financial obligations in the counties.
8. The annual delinquent debt collection threshold of \$50,000.00 shall apply to the combined collection efforts under this Agreement and pursuant to Iowa Code §602.8107(4)(e)(2).
9. This Agreement shall become effective upon all parties hereto signing, and shall be effective through June 30, 2024.
10. This Agreement shall automatically renew, under the fifty-percent (50%) to each county and county attorney's office agreement, unless either County to this Agreement renegotiates this agreement or gives the other County written notice of termination of this Agreement no later than May 1 of the respective fiscal year.

Tracy Seeman, Chairman
Benton County Board of Supervisors

Reports were given on the following committees:

Tracy Seeman; E911 Tower – Moving Norway to the front of the “list” to get the fencing there done this week.

Tracy Seeman; Conservation – Hannen Park building is completely enclosed now.

Tracy Seeman, Landfill; The crew from Texas is here to work on putting the new liner down and seam it.

At 9:30 a.m., the Board met with Jerry Ahrenstein and Joan Cooling, from ACT I, to tour the south side of the Old West School building that ACT I currently owns. ACT I is wanting to sell this building. All Board members, Deputy Auditor Nancy Jorgensen and Sheriff Ron Tippet were present for the tour. Discussion of insurance cost, accessibility, upkeep costs and physical structure of the building were a part of the tour.

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

Tracy Seeman, Chairman

ATTEST: _____

Nancy Jorgensen, Deputy Benton County Auditor