

January 23, 2024

The Benton County Board of Supervisors met in special session with Supervisors Primmer, Seeman and Bierschenk present. The meeting was called to order at 9:00 a.m. 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.bentoncountya.gov*

Bierschenk moved/Seeman seconded: To approve the Agenda as listed with moving the Human Resources and Engineers FY 25 Budget presentations until next week. Voting aye were Seeman, Bierschenk and Primmer. Motion carried.

Bierschenk moved/Seeman seconded: To approve the minutes of Tuesday January 16, 2024. Voting eye were Bierschenk, Seeman and Primmer. Motion carried.

Seeman moved/Bierschenk seconded: To approve Payroll checks numbered 143115 through 143119, ACH Deposits 55714 through 55860, vendor checks numbered 248703 through 248710 and claims numbered 248711 through 248814. Motion carried.

Seeman moved/Bierschenk seconded: To approve claims to True North Consulting Group \$4428.00 and Flandreau Santee Sioux Tribe in the amount of \$3,500.00 was from the tribal portion in ARPA. All members voting aye. Motion carried.

Seeman moved/Bierschenk seconded: To set Tuesday, February 20, 2024 at 9:15 a.m. as a land use hearing date for Jeremy and Brooke Higgins in the SW ½ of the SW ¼ of SE ¼ Section 25-86-10. All voting aye. Motion carried.

Seeman moved/Bierschenk seconded: To appoint Sarah Wagner to member of the Iowa Heritage on Aging Council. All members voting aye. Motion carried.

Primmer moved/Seeman seconded: To appoint Rose Rouse to the Pioneer Cemetery Commission. All members voting aye. Motion carried.

Benton Development Group is asking for the same budget amount as last fiscal year which is \$100,000.

Seeman moved/Bierschenk seconded: To approve Resolution #24-8, Creating an Emergency Medical Services Trust Fund. All members voting aye. Motion carried.

RESOLUTION #24-8

CREATING AN EMERGENCY MEDICAL SERVICES TRUST FUND

WHEREAS, on November 7, 2023, the voters of Benton County passed Public Measure BG which creates an ad valorem property tax for the purposes of creation and maintenance of a stable revenue stream for EMS services in Benton County at a rate of \$0.68000 per \$1000 of taxable valuation;

WHEREAS, Benton County, Iowa will be collecting the ad valorem property tax money for EMS services for the first time in FY2024/25 and will continue through 2039/2040;

WHEREAS, Benton County needs to create a secure manner in which to track all revenues and expenditures associated with the emergency medical services ad valorem property tax;

NOW, THEREFORE BE IT RESOLVED, that the County Auditor shall create a special revenue fund to record the moneys received from the ad valorem property tax. Said fund shall be called the Emergency Medical Services Trust Fund 0022. All interest accrued by this fund shall be attributed back to the fund. Activities of said fund shall be included in all financial reports of Benton County as a special revenue fund. The fund shall be a budgetary fund and shall be subject to standard county accounting practices and policies. The balance in the fund shall be held as restricted fund balance pursuant to the county's Fund Classification Policy.

Adopted this 23rd day of January, 2024.

Rick Primmer, Chairman

Gary Bierschenk

Tracy Seeman

ATTEST:

Hayley Rippel, Benton County Auditor

The Maintenance Department presented their budget and discussed a few necessary changes. One increase will definitely be the utilities.

Phil Borleski and Robert Spangler presented the Historic Preservation FY 25 Budget request. They had a slight increase due to the two added Board members so they can also attend the training. The FY 25 asking is a total of \$9,085.00. They also explained Youngville Café and how it currently opens one day a month. They hope to host another open house event there in the future to draw more attention.

Seeman moved/Bierschenk seconded: To approve Resolution #24-9, Voting aye were Primmer, Seeman and Bierschenk. Motion carried.

**RESOLUTION #24-9
RESOLUTION TO ENTER INTO 28E AGREEMENT WITH IOWA COUNTY FOR THE PURPOSE OF OPERATING AN
EMERGENCY PUBLIC SAFETY RADIO SYSTEM**

WHEREAS, Benton County and Iowa County have agreed to combining their efforts under a 28E Agreement, Iowa County (Owner) and Benton County (Occupant) to add equipment to a tower existing in Iowa County;

WHEREAS, the Owner supports various antenna tower sites covering Iowa County and the occupant has a separate emergency public safety radio system with various tower sites covering Benton County;

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

To enter into a 28E Agreement with Iowa County and allow Benton County to add equipment to an existing tower that is located in Iowa County so this would be mutually advantageous expanding SARA's overall coverage 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 23rd DAY OF JANUARY, 2024.

Rick Primmer, Chair

Gary Bierschenk

Tracy Seeman

ATTEST:

Hayley Rippel, Benton County Auditor

**** SEE 28E**

**28E Intergovernmental Agreement Between
Iowa County, Iowa
and
Benton County, Iowa**

THIS AGREEMENT is entered into by and between Iowa County, Iowa (the "Owner") and Benton County, Iowa (the "Occupant").

Background

A. The Owner supports various antenna tower sites for the purposes of operating an emergency public safety radio system covering Iowa County.

B. The Occupant has a separate emergency public safety radio system with various tower sites covering Benton County.

C. The Owner and the Occupant have discussed adding equipment, more particularly described in **Exhibit A** (the "Equipment"), to an existing tower located in rural Iowa County (the "Homestead Tower") such that the Occupant's system would network link to the Owners' system at this site and ultimately to the Shared Area Radio Agreement (SARA) network.

D. Both the Owner and the Occupant perceive that adding the Equipment to the Homestead Tower would be mutually advantageous expanding SARA's overall coverage.

E. The Owner and the Occupant agree to enter into an agreement pursuant to Chapter 28E to outline the responsibilities of each party with respect to the purposes outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

Terms

- 1. Recitals Incorporated.** The foregoing recitals are hereby incorporated by this reference.

2. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms used in this Agreement will have the following meanings:

"Chapter 28E" means Chapter 28E of the Code of Iowa (2017), as amended.

"Effective Date" means the date this Agreement is last signed by the authorizing authority set forth below.

"Network" means trunked two-way radio system utilizing one control channel and multiple talk channels operating over 700 or 800 megahertz frequencies with an associated backhaul system that is owned, operated, and licensed.

3. Purposes. The purposes of this Agreement are (i) to provide the Occupant with network access to the SARA system, (ii) to provide the Owner users access to Occupant's system when roaming near or in Benton County, (iii) to provide the network link to access the SARA database.

4. Term. The Term will commence on the Effective Date and remain in effect for 10 years. Following the completion of the initial 10-year term, this Agreement will automatically renew for successive periods of five years, unless either party notifies the other of its intention not to renew by delivery of written notice not less than one year before the end of the current term.

5. Administration. No separate legal entity will be created by or under this Agreement.

6. Allocation of Expenses. All costs and expenses associated with maintenance, repair, upkeep, and operation of the Equipment shall be borne by the Occupant. The Occupant agrees to reimburse the Owner for any expenses it incurs relating to maintenance, repair, upkeep, or operation of the Equipment. In the event the Equipment damages the Owners' property or facilities, the Occupant shall reimburse the Owner for such damages. In the event this Agreement is terminated by either party, the Occupant shall bear the costs of removing the Equipment from the Homestead Tower. Except as provided for above, this Agreement shall not authorize the expenditures of funds.

7. Designated Representatives. Each of the Owner and the Occupant designate the following persons as their respective designated representative for purposes of this Agreement (each such person is a "Designated Representative," and collectively such persons are the "Designated Representatives"):

Iowa County: Rob Rotter, Chair
Iowa County Emergency Management Commission
Owner
104 Fire Ridge Dr.
Williamsburg, IA 52361

Benton County: Tracy Seeman, Chair
Benton County Board of Supervisors
Occupant
111 E. 4th Street, Courthouse
Vinton, IA 52349

8. Network Use. The Occupant will be provided with a Network port connection to the Owners' radio system equipment at this site. These agreed upon Network uses are defined by the party's agreement with the Shared Area Radio Agreement.

9. Microwave Feed. The Owner shall provide, through the Equipment, a microwave link to the database identified by the SARA agreement.

10. No Assumption of Liability. Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

11. Annual Appropriations. Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

12. General.

(a) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties hereto concerning the subject matter hereof and from and after the date of this Agreement, this Agreement shall supersede any other prior negotiations, discussions, writings, agreements, or understandings, both written and oral, between the parties with respect to the subject matter.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(c) Descriptive Headings. The descriptive headings of this Agreement are inserted for convenience only and do not constitute part of this agreement.

(d) Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) Notices. All notices or demands upon the Owner or the Occupant desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands shall be deemed to have been duly and sufficiently given if a copy thereof has been mailed by United States registered or certified mail in an envelope properly stamped and addressed to the other party's Designated Representative, or at such other address as the party may theretofore have designated by written notice to the other party. The effective date of such notice will be three days after delivery of the same to the United States Postal Service.

(f) Delegation of Duty. Nothing contained herein shall be deemed to authorize the delegation for the constitutional or statutory duties of state, Occupant, or municipal officers.

13. Approval. This Agreement has been approved as required by law by the Board of Supervisors of Benton County, Iowa "Occupant" and the Emergency Management Commission of Iowa County, Iowa "Owner".

Approvals

Occupant

Owner

Tracy Seeman, Chair
Benton County Board of Supervisors

Rob Rotter, Chair
Iowa County Emergency Management Commission

Date: _____

Date: _____

Exhibit A

The equipment referenced in the attached agreement includes:

In the Shelter

- NEC iPASOLINK 250 Microwave – 1ru
- DuraComm RU1-4810 Power Supply – 1ru
- Jumper NEC to PolyPhaser
- PolyPhaser on coax ground bar
- Line for Dehydrator
- Ethernet uW to switch

On the Tower

- Radiowave HP6-5.9 – 6 ft microwave dish at 200 ft (c/l)
- PM-SU4-63 Microwave Dish leg mount ~200 ft
- EWP63-59 elliptical wave guide ~240 ft and associated mounting hardware & grounding

Chairman, Rick Primmer read a public statement regarding the Board of Health members termination from last fall. The Supervisors wish to clarify previous actions related to the board of health and to clarify the reason for their actions along with thanking members for their dedication and service. They also pledged to implement appropriate processes and annual training to ensure that all meetings are conducted in accordance with Iowa Code Chapter 21.

Supervisor Seeman reported about his recent landfill commission meeting. Doug Cook asked about the cash in the landfill's balance. Seeman reported that so much is put away each month and the closure/post closure amounts can not be touched. Doug Cook asked the Board what the legal costs was to the county. Primmer reported that there was no cost to the county, insurance took care of it. Which Cook then asked if the insurance rates would also increase.

The Human Resources Budget was put on the agenda on accident

Sue Wilber presented a quote for outsourcing background checks. The Sheriff spoke up and said he has 3 employees who are qualified to do this for the Human Resource Department. Wilber said it would be beneficial to have the confidentiality going with a 3rd party vendor can bring along with them handling liability issues as well.

Seeman moved/Bierschenk seconded: To approve outsourcing with C4 Operations Background Check Services for doing background checks for Human Resources. Voting aye were Primmer, Seeman and Bierschenk. Motion carried
The Engineer's budget was postponed until next week.

Seeman moved/Bierschenk seconded: To set the date of February 13, 2024 at 9:00 a.m. to open sealed bids for Bridge Replacement-C.C.S, Project: L-CE-0028-73-06 for Secondary Roads Department. All members voting aye. Motion carried.
Sheriff Ron Tippet presented his FY 25 Budget. He explained the five year turnover for vehicle replacement along with explaining some of the jail costs and what is pass through. Supervisor Seeman asked about the City of Atkins. Sheriff said the department now charges \$32.50 an hour for contract law enforcement, he wants to explain to the cities what the actual costs are to negotiate the contract. They all agreed this meeting needs to take place.

Bierschenk moved/Seeman seconded: To adjourn. All members voting aye. Motion carried.

Richard Primmer, Chairman

ATTEST: _____

Hayley Rippel, Benton County Auditor