

RESOLUTION #10-05-20-02
APPROVING A CHAPTER 28E AGREEMENT – PARKING TICKET
ENFORCEMENT AGREEMENT BETWEEN THE CITY OF WEST LIBERTY,
IOWA AND THE COUNTY OF MUSCATINE, IOWA

WHEREAS, there is presented a Chapter 28E Agreement – Parking Ticket Enforcement Agreement between the City of West Liberty, Iowa and the County of Muscatine, Iowa, which is attached as Exhibit A to this resolution and incorporated by reference; and

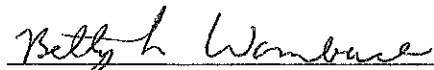
WHEREAS, the Board of Supervisors finds that the approval and execution of this Agreement will serve the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Muscatine County Board of Supervisors as follows:


1. The Muscatine County Board of Supervisors hereby approves a Chapter 28E Agreement – Parking Ticket Enforcement Agreement between the City of West Liberty, Iowa and the County of Muscatine, Iowa which is attached as Exhibit A to this resolution.
2. The Chair and County Auditor are hereby authorized to execute the Chapter 28E Agreement – Parking Ticket Enforcement Agreement between the City of West Liberty, Iowa and the County of Muscatine, Iowa on behalf of Muscatine County, Iowa.
3. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

PASSED AND APPROVED this 5th day of October, 2020.

ATTEST:



Betty L. Wambach
First Deputy Auditor



Jeff Sorenson, Chairperson
Muscatine County Board of Supervisors

CHAPTER 28E AGREEMENT

PARKING TICKET ENFORCEMENT AGREEMENT BETWEEN THE CITY OF WEST LIBERTY, IOWA AND THE COUNTY OF MUSCATINE, IOWA

This Agreement is made pursuant to Chapter 28E of the Iowa Code between the City of West Liberty, Iowa, and the County of Muscatine, Iowa.

WHEREAS Iowa Code Section 331.553(8) provides that a County Treasurer may enter into an agreement under Iowa Code 28E to collect or enforce delinquent parking fines on behalf of a City in conjunction with renewal of motor vehicle registrations pursuant to Iowa Code Sections 321.40(7) and 321.236; and

WHEREAS the City of West Liberty, Iowa, County of Muscatine, Iowa and the Muscatine County Treasurer wish to enter into such an agreement for the collection or enforcement of delinquent parking fines owed to the City of West Liberty.

NOW, THEREFORE, the City of West Liberty and Muscatine County do hereby agree as follows:

SECTION 1. AUTHORITY. The City of West Liberty, Iowa, acting through its City Council and the County of Muscatine, Iowa, acting through its County Board of Supervisors, enter into this Agreement by virtue of the powers granted to them under Chapter 28E of the Iowa Code.

SECTION 2. PURPOSE. The purpose of this Agreement is to authorize the Muscatine County Treasurer's Office to collect delinquent parking fines at the time motor vehicles are registered pursuant to Iowa Code Sections 321.40(7) and 321.236.

SECTION 3. SERVICE AREA. The service area of this Agreement is within the City Limits of West Liberty, Iowa.

SECTION 4. DUTIES. The City of West Liberty shall, at least quarterly, and more frequently if desired, certify and provide to the Muscatine County Treasurer a list of delinquent and unpaid parking fines owed to the city.

The Muscatine County Treasurer shall refuse to renew the registration of a vehicle registered to an applicant for whom the Treasurer has received certification that said applicant has one or more uncontested, delinquent parking tickets owed to the City of West Liberty. The Muscatine County Treasurer will collect any such certified delinquent and unpaid fines at the time the motor vehicle is registered.

SECTION 5. COMPENSATION. The Treasurer's Office shall be permitted to charge \$ 5.00 per applicant as an administrative expense for each parking fee assessment collected by the County Treasurer's Office under the terms of this Agreement. This shall be treated as a processing fee and be retained by Muscatine County. The balance of the funds shall be conveyed to the City of West Liberty pursuant to Iowa Code Section 321.236(1)(a).

SECTION 6. **EFFECTIVE DATE.** This agreement shall be effective upon its approval and execution by the City of West Liberty and Muscatine County and its recording with the Iowa Secretary of State and the Muscatine County Recorder.

This Agreement shall remain in effect until terminated by the parties hereto.

SECTION 7. **TERMINATION.** Any party to this Agreement may terminate this Agreement by giving written notice to the other party at least ninety days in advance of the date of termination.

SECTION 8. **NOTICE.** Any Notice required or authorized by this agreement, including certification of delinquent parking fines, shall be in writing and either personally delivered or sent by ordinary mail to the following addresses:

City of West Liberty, Iowa
Attn: City Clerk
409 N Calhoun Street
West Liberty, Iowa 52776

Muscatine County, Iowa
Attn: Muscatine County Treasurer
414 East 3rd Street, Suite 102
Muscatine, Iowa 52761

SECTION 9. **SAVINGS CLAUSE.** If any section, provision or part of this agreement shall be found to be unconstitutional, such finding shall not affect the validity of the agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.

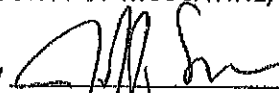
SECTION 10. **ENTIRE AGREEMENT.** This agreement represents the entire agreement between the parties as to the subject of this agreement. Any subsequent modification to the terms of this agreement shall be in the form of a duly executed Addendum to this agreement.

CITY OF WEST LIBERTY, IOWA

By 
Robert Hartman, Mayor

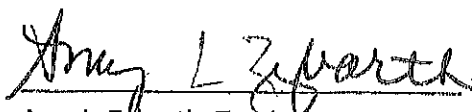

Lee Geertz, City Clerk

COUNTY OF MUSCATINE, IOWA

By 
Jeff Sorensen, Chairperson
County Board of Supervisors

ATTEST:


Betty L. Wambach, First Deputy Auditor


Amy L. Zybarth, Treasurer

State of Iowa)
)ss
Muscatine County)

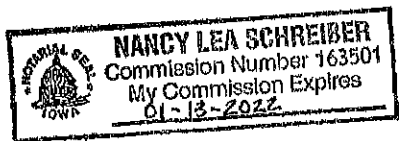
On this 14th day of October, 2020, before me, a notary public for the State of Iowa, personally appeared Robert Hartman and Lee Geertz, to me personally know, and who, being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of West Liberty, Iowa a municipal corporation: that the corporation has a seal, and the at the foregoing Instrument was signed on behalf of the City of West Liberty, Iowa by the authority of it City Council, as contained in Resolution No. _____ adopted by the City Council on the _____ of _____, 2020, and that Robert Hartman and Lee Geertz acknowledged the execution of the instrument to be the voluntary act and deed of the City of West Liberty, Iowa by it and them voluntarily executed.



Shari Hoffert
Notary Public in and for the State of Iowa

State of Iowa)
)ss
Muscatine County)

On this 6th day of October, 2020, before me, a notary public for the State of Iowa, personally appeared Jeff Sorensen, Betty L. Wambach and Amy L. Zybarth, to me personally known, and who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors, First Deputy Auditor and County Treasurer, respectively, of Muscatine County, Iowa by the authority of its Board of Supervisors, as contain In Resolution #10-05-20-02 adopted by the Board of Supervisors on the 5th day of October, 2020, and that Jeff Sorensen, Leslie A. Soule and Amy L. Zybarth acknowledged the execution of the instrument to be the voluntary act and deed of Muscatine County, Iowa by it and them voluntarily executed.



Nancy Schreiber
Notary Public in and for the State of Iowa

Instrument #: 2020-06355
10/23/2020 11:27:27 AM Total Pages: 5
MIS MISCELLANEOUS
Recording Fee: \$0.00 Transfer Tax: \$0
Sarah M Hearst - Recorder, Muscatine County Iowa



Recorder's Cover Sheet

TITLE OF DOCUMENT:

Chapter 28E Agreement
Parking Ticket Enforcement Agreement Between The City of West Liberty, Iowa and The County of
Muscatine, Iowa

Preparer Information:

Nancy Schreiber, Muscatine County Administration Office
414 E. 3rd St., Ste. 101
Muscatine, IA 52761
563-263-5317

Taxpayer Information:

Return Address:

Muscatine County Administration Office

Grantor(s):

n/a

Grantee(s):

n/a

Legal Description:

n/a