JOINT AGREEMENT

July 15, 1994

This Joint Agreement is made by and among the City of Colesburg, Iowa; the City of Delaware, Iowa; the City of Delhi, Iowa; the city of Dundee, Iowa; the City of Earlville, Iowa; the City of Edgewood, Iowa; the City of Greeley, Iowa; the City of Hopkinton, Iowa; the City of Manchester, Iowa; the City of Masonville, Iowa; the City of Oneida, Iowa; the City of Ryan, Iowa; the County of Delaware, Iowa (hereinafter called the "Governmental Units," as well as Manchester Enterprises and the Manchester Area Chamber of Commerce (hereinafter called the "private agencies").

ARTICLE I - NAME

Section 1. Name. The Governmental Units and Private Agencies hereby form and create the Delaware County Economic Development Commission (hereinafter called the "Commission").

ARTICLE II - LEGAL STATUS

Section 1. Legal Status. The Commission is created pursuant to Chapter 28E of the Code of Iowa.

Section 1. Separate Entity. The Commission shall be a separate entity.

ARTICLE III - COMMENCEMENT OF OPERATIONS

Section 1. Commencement of Operations. Operations under this Joint Agreement shall commence on or before July 15, 1994, when

a) All of the Governmental Units and the private agencies adopt resolutions approving and executing this Joint Agreement. and

b) The Joint Agreement is filed by the Commission with the Secretary of State of Iowa and recorded with the Recorder of Delaware County, Iowa. Thereafter, the Commission shall notify the Secretary of State of Iowa of the name of any Governmental Unit or private agency withdrawing from or joining in this Joint Agreement.

ARTICLE IV - DURATION

Section 1. Duration. The duration of this Joint Agreement and the Commission created hereby shall run for a period ending June 30, 1986 and shall be automatically annually renewable unless written notice of intent to withdraw is given to the Commission by March 1 of each year.

ARTICLE V - PURPOSES

Section 1. Purposes. The purposes of this Joint Agreement and the Commission created hereby are the following:

a). To enable the Governmental Units and the Private Agencies to make more efficient use of their powers, particularly to encourage and promote the establishment, development, and retention of industrial, manufacturing, commercial, and retail interests in Delaware County area and to promote the County as a desirable place to live, to learn, and to conduct business and, to assist in diversifying the industrial base by creating and retaining jobs.

b). To cooperate with the Iowa Department of Economic Development (IDED), East Central Intergovernment Agency (ECIA), Iowa Department of Job Service, and any other group or agency that can assist in promoting Economic Development.

FILE No. 61-505
RECORDING FEE $ 36.00
TRANSFER FEE $
FILED FOR RECORD THE 19 DAY OF August, 19 94 AT 11:00 O'CLOCK A M. BOOK 5 PAGE 37
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

c). To engage such employees and consultants and provide such offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the functions of the Commission.

d). To receive and expend State, Federal and private grants and other moneys which may be made available, to the extent permissible under applicable State and Federal laws, and under the rules hereinafter set forth in furtherance of the purposes hereof.

ARTICLE VI - POWERS AND DUTIES

Section 1. Powers. The governmental Units hereby delegate to the Commission, and the Commission shall have the power to do all things necessary to carry out its stated purposes, including without limitation, the following powers:

a) To acquire, hold, use and dispose of any moneys received by the Commission from any source.

b) To acquire, hold, use and dispose of other personal property for the purposes of the Commission.

c) To accept gifts or grants of real or personal property, money, material, labor or supplies for the purposes of the Commission and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.

d) To do and perform any acts and things authorized by Chapter 28E, Code of Iowa, and by this Joint Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or persons.

e) To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Commission or to carry out any powers expressly given by this Joint Agreement.

f) To make, or cause to be made, studies, reports, and surveys necessary or useful and convenient to carry out the functions of the Commission.

g) To contract with and compensate consultants for professional services, including, but not limited to, architects, engineers, planners, attorneys, accountants, rate specialists, and all others which are necessary or useful and convenient to the stated purposes of the Commission.

h) To exercise such other powers as are available under then existing laws as are necessary or useful and convenient to carry out the functions of the Commission within the jurisdiction of such governmental Units and/or Private Agencies.

i) To provide for a system of budgeting, accounting, and reporting of all Commission funds and transactions, and for a depository for such funds.

j) To consult with representatives of Federal, state and local agencies, departments and their officers and employees and to contract with such agencies and departments.

k) To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment, directly or indirectly.

Section 2. Duties. The Commission shall have the following duties in addition to any other duties specifically imposed by this Joint Agreement:

a) To keep each Governmental Unit and Private Agency adequately informed of it's actions, progress and plans:

b) To maintain a cooperative relationship with each participating Governmental Unit and Private Agency; and

c) To annually prepare a budget for the operation of the Commission. The budget proposal shall be prepared by December and shall become effective the following July.

d) May adopt by-laws if deemed necessary for more effective operation of the Commission.

e) To set forth the duties and responsibilities of the Economic Development Director and any other employee in writing. Such job descriptions shall be modified as deemed necessary.

f) To make recommendations, to all participating groups and governmental units, that the Governing Commission believes to be in the best interests of Delaware County. This shall include items which promote the general welfare of the business, industry and community interests of the inhabitants of Delaware County.

Section 3. Exercise of Power and Duties. The powers and duties of the Commission shall be exercised by action of its Governing Commission which shall be conferred all of the powers and duties conferred on the commission by this Agreement.

ARTICLE VII - FINANCING

Section 1. Funding. Each Governmental Unit and Private Agency agrees to pay a share of the expenses of the operation of the Commission. Current population figures shall be factor in determining allocation of costs to governmental units. Notice of proposed revenues and expenditures shall be given to governmental units by January to insure that their respective costs can be incorporated into their fiscal year budgets.

Each governmental Unit and Private Agency shall annually budget or otherwise obtain funds for payment of its share of the expenses and pay its share to the Commission annually at such time as may be determined by the Governing Commission.

ARTICLE VIII - COMPOSITION

Section 1. Composition. The Governing Commission shall consist of the following:

A. A representative appointed by the Delaware county Board of Supervisors

B. A representative appointed by the Manchester City Council.

C. A representative appointed by the Board of Directors of the Manchester Area Chamber of Commerce.

D. A representative appointed by the Board of Directors of Manchester Enterprises.

E. A representative appointed by the Mayor of all cities within Delaware County.

F. A representative appointed by the Delaware County Bankers Association.

G. An industrial representative appointed by the governing commission for a term of 2 years.

Section 2. Voting Power. Each member of the Governing Commission shall have one vote.

Section 3. Tenure of a Commissioner. A Commissioner shall serve at the pleasure of the Governmental Unit or Private Agency which appointed him/her. A Governmental Unit or Private Agency may remove an incumbent Commissioner and appoint a new representative to the Governing Commission by filing with the Chairman of the Commission a letter to that effect.

Section 4. Suspension of Voting Rights. During a period of delinquency by a Governmental Unit or Private Agency in the payment to the Commission of more than one half it's annual share of the Commission expenses, such Governmental Unit's or Private Agency representative shall not be entitled to vote on matters coming before the Governing Commission unless such delinquency shall be waived for voting purposes by a majority vote of the remaining members of the Governing Commission.

Section 5. Withdrawal. Except as provided in Article XI of this Joint Agreement, a Governmental Unit or Private Agency may withdraw from this Joint Agreement in the following manner.

a) The governing body of the Governmental unit or Private Agency shall adopt a resolution to withdraw from the Joint Agreement.

b) A certified copy of such resolution shall be filed with the Chairperson of the Governing Commission.

c) Such withdrawal shall be effective upon receipt of the resolution by the Chairperson of the Governing Commission.

d) Membership termination shall not relieve the withdrawing Governmental Unit or Private Agency of the obligation to pay its full share of the expenses of the Commission for the year in which such withdrawal occurs.

ARTICLE IX - OFFICERS, MEETINGS AND EMPLOYEES

Section 1. Chairperson and Vice-Chairperson. The Governing Commission shall elect from its membership a chairperson and vice-chairperson who shall serve for a term of one year or until their successors are elected. Said officers shall have all the duties normally associated with those officers in addition to those specifically provided for in this Joint Agreement.

Section 2. Secretary. The Delaware County Economic Development Director shall serve as Secretary to the Governing Commission. Said officer shall have all the duties normally associated with that office, including, without limitation, the duty to keep a record of the resolutions, transactions, findings and determinations of the Commission, and to prepare and submit to the Governing Commission such financial reports as it may request.

Section 3. Treasurer. The Governing Commission shall appoint a Treasurer who may be an official or employee of one of the governmental units or private agencies. Said officer shall have all the duties associated with that office including but not limited to receiving and disbursing funds, keeping accurate financial records of the operations of the Commission and preparing such financial reports as the Commission may request.

Section 4 Meetings. The Governing Commission shall meet not less than four (4) times a year, the dates and places of such meetings to be determined by the Governing Commission. A majority vote of the Governing Commission shall be required for approval of all action of the Commission, except as otherwise provided in this Joint Agreement, and, for this purpose, a majority vote shall mean a majority of those votes held by a quorum of the Governing Commission present at a meeting thereof. A quorum of the Commission shall consist of a majority of the individual members of the Governing Commission.

ARTICLE X - TERMINATION AND DISSOLUTION

Section 1. Procedure. This Joint Agreement may be terminated and the Commission dissolved at any time by a unanimous vote of the governing Commission recommending such action to the Governmental Units and Private Agencies and by adoption of such recommendation by resolution of all of the governmental Units and Private Agencies. This Joint Agreement shall terminate and the Commission shall dissolve automatically at any time when less than two (2) Governmental Bodies and/or Private Agencies are parties to this Joint Agreement.

Section 2. Distribution of Assets. Upon dissolution of the Commission, all documents, shall become the property of the appropriate government unit. Office equipment and office supplies shall become the property of the Manchester Area Chamber of Commerce. All other assets shall be sold and the proceeds prorated to the Governmental Units, and Private Agencies as designated in Article VIII - Composition A - E, in the same percentage that each respective party contributed to the operating budget in the year of the dissolution.

ARTICLE XI - AMENDMENTS

Section 1. Amendments. This Joint Agreement, may be amended upon approval of a majority of the votes of the Governing Commission, and approval of a majority of the governing bodies of the governmental units and/or private agencies. A copy of any such amendment shall be sent by the Chairperson to each Governmental Unit and Private Agency. A certified copy of the resolution of the governing body of each Governmental Unit and Private Agency approving or rejecting any such proposed amendment shall be filed with the Chairperson within forty-five (45) days after receipt of proposed amendment by such governmental unit or private agency.

ARTICLE XII - MISCELLANEOUS

Section 1. Severability. If any provisions of this Joint Agreement, or the application thereof to a person or circumstances, are held invalid, such invalidity shall not affect any other provisions or applications of this Joint Agreement which can be given effect without the invalid provisions or applications, and to this end the provisions of this Joint Agreement are declared to be severable.

Section 2. Signature in Counterparts. This Joint Agreement may be executed by one or more of the parties hereto separately in any number of counterparts, each of which when so executed and delivered shall be part of the original, and such counterparts together constitute one and the same instrument.

IN WITNESS WHEREOF, the Cities of Colesburg, Delaware, Delhi, Dundee, Earlville, Edgewood, Greeley, Hopkinton, Manchester, Masonville, Oneida, Ryan, and Delaware County, Manchester Enterprises, Manchester Area Chamber of Commerce have caused this Joint Agreement to be executed on their behalf by their duly authorized officers and their official seals to be affixed hereto, all as of the date hereinafter set forth.

Manchester Enterprises

By John E. Tyrrell
President JOHN E. TYRRELL

Attest: D. William Johnson
Secretary D. WILLIAM JOHNSON

Date: 8/9/94

~~By~~ _____

Corporate Acknowledgement

State of Iowa
County of Delaware

On this 9th day of August, 1994 personally appeared before me D. William Johnson whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (~~she~~) is the Secretary of Manchester Enterprises, and acknowledged that said document was signed by him (~~her~~) in behalf of said corporation by authority of its bylaws (or a Resolution of its Board of Directors).

SEAL

PATRICIA L. SALOW
MY COMMISSION EXPIRES
11-26-95

Patricia L. Salow
Notary Public
My commission expires on 11/26/95

Residing at Delaware County, Iowa

State of Iowa
County of Delaware

On this 9th day of August, 1994 personally appeared before me John E. Tyrrell whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he (~~she~~) is the President of Manchester Enterprises, and acknowledged that said document was signed by him (~~her~~) in behalf of said corporation by authority of its bylaws (or a Resolution of its Board of Directors).

PATRICIA L. SALOW
MY COMMISSION EXPIRES
11-26-95

Patricia L. Salow
Notary Public
My commission expires on 11/26/95

Residing at Delaware County, Iowa

City of **Colesburg**, Iowa

By Fred Phelps
FRED PHELPS Mayor

Attest:
Julie Hackbarth
City Clerk (Seal) JULIE HACKBARTH

Date: 6-6-94

City of **Delaware**, Iowa

By Todd A Kastli
Mayor TODD A. KASTLI

Attest:
Beverly J McAreavy
City Clerk (Seal) BEVERLY J. MCAREAVY

Date: 6-11-94

City of **Delhi**, Iowa

By Roy Atkinson
Mayor ROY ATKINSON

Attest:
Janet P Cords
City Clerk (Seal)
JANET P. CORDS

Date: 6-14-94

City of **Dundee**, Iowa

By Donald Gibbs
Mayor DONALD GIBBS

Attest:
Glenn L Puffett
City Clerk (Seal)
GLENN L. PUFFETT

Date: 6-6-94

City of **Earlville**, Iowa

By

City of **Earlville**, Iowa

By Tony Salow
Mayor TONY SALOW

Attest:
Becky Burnett
City Clerk (Seal)
BECKY BURNETT

Date: 7-20-94

City of **Edgewood**, Iowa

By James L Forkenbrock
Mayor JAMES J. FORKENBROCK

Attest:
Martha S Romig
City Clerk (Seal) MARTHA S. ROMIG

Date: 7-25-94

City of **Greeley**, Iowa

By James R Schmitz
Mayor JAMES R. SCHMITZ

Attest:
Marie D Boeckenstedt
City Clerk
MARIE D. BOECKENSTEDT (Seal)

Date: July 12, 1994

City of **Hopkinton**, Iowa

By Cathy S Harris
Mayor CATHY S. HARRIS

Attest:
Mary F Jasper
City Clerk (Seal)
MARY F. JASPER

Date: 6/22/94

City of **Manchester**, Iowa

By Milt L. Kramer
Mayor Milt L. Kramer

Attest: Karen K. Cole
City Clerk (Seal)
Karen K. Cole

Date: June 6, 1994

City of **Masonville**, Iowa

By Gale F Resor
Mayor GALE F. RESOR

Attest: Valda Schaul
City Clerk VALDA SCHAUL (Seal)

Date: 6/20/94

Delaware County Supervisors

By G. Eldon Koeneke
Chairperson G. ELDON KOENEKE

Attest: Sharon Mc Crabb
County Auditor SHARON MC CRABB (Seal)

Date: 6-13-94

By:

City of **Ryan**, Iowa

By Ingrid C Anderson
Mayor INGRID C. ANDERSON

Attest: Kathy Wolfe
City Clerk (Seal) KATHY WOLFE

Date: 7-11-94

Manchester Area Chamber of Commerce

By Timothy P. Taylor
President TIMOTHY P. TAYLOR

Attest: Flora A. Schmidt
Secretary (Seal) FLORA A. SCHMIDT

Date: 6-7-94