

STATE OF IOWA)
) Ss:
DELAWARE COUNTY)

January 2, 2014
Manchester, Iowa
1:15 pm

The Delaware County Board of Supervisors met in regular session this date at 1:15 pm with all members present. Also present were, Carolyn Wilson, Anthony Bardgett, Carla Becker, and one (1) member of the media. 2013 Chairperson Jeff Madlom called the meeting to order.

Motion made by Helmrichs, second by Madlom and carried to appoint Supervisor Jerry Ries as Chairperson of the Board of Supervisors for the 2014 calendar year. All Ayes

Motion made by Madlom, second by Ries and carried to appoint Supervisor Shirley Helmrichs as Vice-Chairperson of the Board of Supervisors for the 2014 calendar year. All Ayes

Motion made by Helmrichs, second by Madlom and carried to acknowledge receipt of the following elected official appointments for 2014:

Delaware County Auditor's Office – Carla K. Becker, Auditor

Monica Heiserman Deputy
Julie Hackbarth Deputy
Peggy Hildebrand Deputy
Anne Rave Deputy

Delaware County Treasurer's Office – Carolyn A. Wilson, Treasurer

Pam Klein 1st Deputy
Karol Johnson 1st Auto Deputy
Michele Africa 2nd Auto Deputy
Barb Robinson Drivers' License Deputy

Delaware County Recorder's Office – Deborah L. Peyton, Recorder

Marsha Mescher Deputy
Daneen Schindler Deputy

Delaware County Sheriff's Department – John LeClere, Sheriff

Eric Brooks	Chief Deputy	Lynn Brunzman	Jailer
Michael Wilson	Deputy	Ken Rion	Fill-in Jailer
Casey Snyder	Deputy/Jail Administrator	Susan Collins	Fill-in Jailer
Eric Holub	Deputy	Glenn Nystel	Fill-in Jailer
Lucas Thomsen	Deputy	Paul Loucks	Fill-in Jailer
Keith Rowley	Deputy	Tom Robinson	Reserve Captain
Bonney Jo Amsden	Deputy	Walter Zehr	Reserve Lieutenant
Jill Knipper	Deputy	Aaron Pauls	Reserve Sergeant
Matthew Menard	Deputy	Dustin Ernst	Reserve
Travis Hemesath	Deputy	Matt Wieser	Reserve
Brian Hillebrand	Deputy	Tim Schwendinger	Reserve
Clayton Miller	Deputy	James Mitchell	Reserve
Judy Lee	Office Manager	Mark Banghart	Reserve
Joette Orcutt	Jailer	Mike McElmeel	Reserve
Megan Norem	Jailer	Tyler Fountain	Reserve

All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve the appointment of Anthony Bardgett as County Engineer for the 2014 calendar year. All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve the appointment of Peggy Petlon as CPC and the Community Services /GA/VA Director for the 2014 calendar year. All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve the appointment of Norman Wellman as the County Services Administrator and E-911 Coordinator for the 2014 calendar year. All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve the appointment of Anthony Bardgett as the County Weed Commissioner for the 2014 calendar year. All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve the following appointments to boards:

Advisory Board: Foundation for the Future of Delaware County (1 year term)

Jeff Madlom and Pam Klein

Delaware County Communications Board (1 year term)

Jeff Madlom

Delaware County Economic Development Board (1 year term)

Jeff Madlom

Delaware County Planning Commission (4 year term)

Joe Goldsmith

Delaware County Recreational Center Board (1 year term)

Jerry Ries

Eastern Iowa Regional Housing Authority Board (1 year term)

Elise Bergan and Donna Boss

Eastern Iowa Regional Utility Services System (EIRUSS) (1 year term)

Jerry Ries

Emergency Management Board (1 year term)

Jeff Madlom

First Judicial Correctional Service Board (1 year term)

Shirley Helmrichs
Jeff Madlom, Alternate

Juvenile Detention Board (1 year term)

Jerry Ries

Operation: New View Board (1 year term)

Jerry Ries
Shirley Helmrichs

Regional Planning Affiliation Board (1 year term)

Jeff Madlom
Shirley Helmrichs, Alternate
Anthony Bardgett, TECH

Resource Conservation and Development Board (3 year term)

Jerry Ries

Soil & Water Conservation District Assistant Commissioner (1 year term)

Chris Eibey – Coffins Grove Twp
Shirley Helmrichs – Milo Twp

All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve the minutes from the December 16, 2013 and December 27, 2013 regular sessions. All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve Dennis Lyons to attend the IOWWA Conference in Des Moines on January 8-9, 2014. All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve the following claims for payment, including the December 27, 2013 payroll in the amount of \$164,593.97 warrant #5268-5393:

Abbe Center for Comm MH	Emergency Treatment	2485.24	Iowa Technologies	Data Processing	1555.00
Ace Electric Inc	Data Processing Supplies	376.36	ISAC Group Unemployment	Unemployment Comp	668.27
Advanced Systems Inc	Stationery/Supplies	221.52	JP Cooke Co	Stationery/Supplies	94.70
Alliant Energy	Service	1254.51	Kuhlman Quarries	Bridges	1060.20
Altorfer Inc	Construction & Maint	3893.94	L&L Murphy Consulting	Planning-Consulting	2000.00
Auto Jet Muffler Corporation	Construction & Maint	334.73	Audrey Leach	Rent Payments	200.00
Anthony T Bardgett	Employee Mileage/Subs	25.50	John A LeClerc	Fuels	409.82
Barnes Distribution	Steel-Iron-Related Metals	502.10	Lenzs Collision Center	Repair/Maint- Vehicle	108.00
Larry Bell	Repair/Maint-Misc Equip	14.96	Jill Lewis	Buildings-Repair/Maint	225.00
Benton Co Sheriff	Legal-Court Related	31.07	Mail Services LLC	Postage & Mailing	529.34
Best Western University Park	Employee Mileage/Subs	412.16	ManagerPlus Solutions LLC	Data Processing	1187.10
Bi-County Disposal Inc	Sanitation Disposal	12.00	Manchester Motor Supply	Construction & Maint	334.02
BL Murray Co	Custodial Supplies	38.94	Manchester Press	Publications	560.82
Black Hills Energy	Service	2076.15	City of Manchester	Water Use & Sewer	511.32
Bob Stephen Motors Inc	Tires & Tubes	598.95	Maquoketa Valley REC	Electrical Power	642.50
Bodensteiner Implement	Repair/Maint-Const Equip	60.86	Marco	Repair/Maint-Misc Equip	19.66
Boubin Tire Co	Repair/Maint-Const Equip	83.11	Martin Equipment of Illinois	Construction & Maint	569.42
BP	Fuels	758.30	McDowell Truck/Auto Repair	Buildings-Repair/Maint	1467.76
Brad J Burger	Education & Training	84.90	David W McGraw	Rent Payments	500.00
Carpenter Uniform Co	Wearing Apparel & Uniform	30.67	Mediacom LLC	Data Processing	205.90
Carr & Carr Attorneys	Legal-Court Related	72.60	Midwest Business Products	Office Equipment	68.41
County Case Management	Data Processing	513.00	Midwest Wheel	Construction & Maint	189.88
CDW Government	Data Processing Supplies	64.36	Nebraska-IA Industrial Fasten	Construction & Maint	403.39
Cedar Cross Overhead Door	Buildings	183.85	NENA	Education & Training	137.00
CenturyLink QCC Business	Data Processing	55138.60	North American Salt Co	Cover Aggregate & Sand	22550.50
CenturyLink	Telephone Services	423.48	Kevin L Offerman	Education & Training	7.00
City Laundering Co	Custodial Supplies	245.10	Office Express	Stationery/Supplies	106.67
Communications Engineering	Repair/Maint-Radio Equip	581.78	Palmer Hardware	Repair/Maint-Misc Equip	12.80
Richard D Cook	Repair/Maint-Misc Equip	25.00	Phoenix Supply	Clothing & Dry Goods	296.13
Country Ridge Apartments	Rent Payments	100.00	Prairie Inet	Data Processing Supplies	143.22
Covenant Medical Center	Diagnostic Evaluation	614.00	Racom Corp	Radio & Communications	616.00
Crescent Electric Supply Co	Electrical Accessories	213.85	Radio Communications	Radio & Communications	325.00
D&S Portables Inc	Custodial Supplies	244.00	Radio Communications	Repair/Maint-Radio Equip	553.48
Craig A Davis	Education & Training	198.07	Ray O'Herron Co Inc	Stationery/Supplies	65.89
Dearborn Ntnl Life	Life Insurance	395.83	Reedsburg Hardware Co	Minor Mv Parts & Access	1690.00
Del Co Public Health	Refunds /Reimburse	6746.17	Reliance Telephone Inc	Telephone Services	7.11
City of Delhi	Utilities	230.00	Rite Price Office Supply	Supplies	200.03
Demmer Oil Company	Utilities	534.50	River Valley Cooperative	Natural -LP Gas-Fuel Oil	3376.46
DJ Repair	Repair/Maint- Vehicle	178.73	Sadler Power Train Inc	Construction & Maint	535.98
Don & Walt LLC	Repair/Maint-Fixed Equip	161.89	Schau Housing	Rent Payments	320.00
Dons Truck Sales Inc	Construction & Maint	97.99	Schneider Corporation	Data Processing	12725.00
Dyersville Commercial	Telephone Services	39.00	Scott VanKeppel LLC	Construction & Maint	8951.29
Eastern IA Reg Housing	Rent Payments	156.00	Solutions Inc	Data Processing	945.00
Eastern Iowa Tire Inc	Tires & Tubes	1648.50	Standard Auto Parts LLC	Minor Mv Parts & Access	936.10
Edgewood Oil Co	Lubricants	471.50	Taylor Construction Inc	Bridges	23751.74
City of Edgewood	Traffic & St Sign	509.95	TekSupply	Construction & Maint	44.60
Jody Elgin	Custodial Supplies	100.00	Telecommunication Systems	Data Processing Supplies	1750.00
Tina Elgin	Custodial	500.00	Thomson Reuters	Magazines/Newspaper	1045.59
Fareway Store Inc	Food & Provisions	50.00	Three Rivers FS	Fuels	30035.84
FarmTek	Data Processing Supplies	130.20	Titan Access	Construction & Maint	192.11
Genesis Medical Center	Diagnostic Evaluation	6723.84	Treasurer State of IA DHS	Inpatient/Hospital	4256.47
Gierke Robinson Co	Minor Mv Parts & Access	649.00	US Cellular	Telephone Services	1603.03
Ronald L Glanz Jr.	Education & Training	7.00	US Postmaster	Postage & Mailing	664.00
Garlyn R Glanz	Education & Training	7.00	Vanguard Appraisals Inc	Appraisal Services	2790.00
Goodwill Industries of NE IA	Supported Comm Living	164.80	Verizon Wireless	Telephone Services	120.03
Henderson Products	Construction & Maint	472.41	VISA / Mastercard	Education & Training	2091.42
Hopkinton Municipal Utilities	Utilities	515.00	Walmart Community	Repair/Maint-Misc Equip	428.07
Houlihan Sanitation Service	Sanitation Disposal	34.75	Blue Cross & Blue Shield	Group Insurance	1987.73
Iowa DOT	Construction & Maint	9.21	Stacy L Wessels	Miscellaneous	11.00
IA Labor Law Poster Service	Education & Training	67.25	Windstream	Telephone Service	357.67
IA Prison Industries	Custodial Supplies	119.64	Windstream	Telephone Service	1863.12

There were no "Applications for Approval of Underground Construction on Delaware County Right-of-Way" submitted for consideration at today's meeting.

There were no manure management plan applications or updates filed for acknowledgement.

Motion made by Madlom, second by Helmrichs to table the consideration of setting the 2014 Holiday Schedule until the January 6, 2014 meeting. This will allow all Board members to review employee comments on the proposed schedule. All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve setting the 2014 business mileage reimbursement rate at 56 cents per mile effective January 1, 2014 which is the new 2014 IRS rate for business miles driven. All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve the following newspapers as the official newspapers of the county:

The Delaware County Leader,
The Dyersville Commercial, and
The Manchester Press

All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve the 2014 Employee Handbook without changes. The Board hired Paul Greufe to meet with Department Heads regarding potential changes to the handbook to meet current needs and changes in

Iowa and Federal law. Since this process is not yet complete, the Board has approved the 2013 Employee Handbook for use in calendar year 2014. All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve the plan document carryover amendment for the medical related expense reimbursement benefits plan managed by TASC. County Auditor Carla Becker explained that in the current plan, employees must use all of the monies they originally allocated for medical expenses for the calendar year by December 31st. Any unused balance in the employees account would be forfeited at the end of the calendar year. By approving this carryover amendment, the Board will allow an employee to carryover up to \$500 from one plan year to the next. The carryover will not affect the employee's ability to elect the maximum salary reduction allowed under the plan for the new plan year. The amount carried over would be in addition to the amount elected for the year by the employee. However, by approving this amendment, the 30 day grace period that is current in place will be terminated and will not apply to claims submitted after the end of the plan year. Supervisor Helmrichs stated she feels this will be a benefit to employees. She would also like to see a memo explaining the changes sent to all participants. All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve **Resolution 2014-001** as follows:

**RESOLUTION 2014-001
AUTHORIZATION OF AUDITOR TO ISSUE WARRANTS**

BE IT HEREBY RESOLVED by the Board of Supervisors of Delaware County, Iowa, that the Delaware County Auditor be and is hereby authorized to issue warrants when the Board is not in session for fixed charges, including freight, postage, water, lights, fuel, telephone service and insurance premiums upon the filing of duly authenticated bills and for salaries and payrolls as approved by the Board of Supervisors, all according to Section 331.506 of the 2009 Code of Iowa. Also, for the emergency allowance of claims through the Community Services Department according to Board Resolution passed December 23, 2002.

Dated at Manchester, Iowa this 2nd day of January, 2014

Board of Supervisors

Delaware County, Iowa

/S/ Jerry Ries, Chairperson

ATTEST:

/S/ Carla K. Becker, Delaware County Auditor

All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve **Resolution 2014-002** – Construction Evaluation as follows:

**RESOLUTION 2014-002
CONSTRUCTION EVALUATION RESOLUTION**

WHEREAS, Iowa Code section 459.304(3) sets out the procedure if a board of supervisors wishes to adopt a "construction evaluation resolution" relating to the construction of a confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution can submit to the Department of Natural Resources (DNR) an adopted recommendation to approve or disapprove a construction permit application regarding a proposed confinement feeding operation structure; and

WHEREAS, only counties that have adopted a construction evaluation resolution and submitted an adopted recommendation may contest the DNR's decision regarding a specific application; and

WHEREAS, by adopting a construction evaluation resolution the board of supervisors agrees to evaluate every construction permit application for a proposed confinement feeding operation structure received by the board of supervisors between February 1, 2014 and January 31, 2015 and submit an adopted recommendation regarding that application to the DNR; and

WHEREAS, the board of supervisors must conduct an evaluation of every construction permit application using the master matrix created in Iowa Code section 459.305, but the board's recommendation to the DNR may be based on the final score on the master matrix or may be based on reasons other than the final score on the master matrix;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DELAWARE COUNTY, IOWA that the Board of Supervisors hereby adopts this construction evaluation resolution pursuant to Iowa Code section 459.304(3).

Date: January 2, 2014

/S/ Jerry Ries, Chairperson

Delaware County Board of Supervisors

ATTEST:

/S/ Carla K. Becker, County Auditor

All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve **Resolution 2014-003** as follows:

**RESOLUTION 2014-003
AUTHORIZATION FOR THE COUNTY ENGINEER TO CLOSE ANY SECONDARY ROAD FOR THE PURPOSE OF
CONSTRUCTION, ROUTINE MAINTENANCE, OR EMERGENCIES DURING 2014**

WHEREAS, the Delaware County Board of Supervisors is concerned about tort liability and traffic safety involved during construction and maintenance on the secondary road system, and

WHEREAS, they are further interested in accommodations for the traveling public, adjacent landowners and related users during construction and maintenance operations,

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Delaware County on this second day of January, 2014, to give the Delaware County Engineer, or authorized representative thereof, the authority to temporarily close sections of highway in Delaware County's road system when necessary because of construction, maintenance, or natural disaster.

**DELAWARE COUNTY
BOARD OF SUPERVISORS**

/S/ Jerry Ries, Chairperson

/S/ Shirley E. Helmrichs

/S/ Jeff Madlom

Attest:

/S/ Carla K. Becker, Delaware County Auditor

All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve **Resolution 2014-004** as follows:

**RESOLUTION 2014-004
FARM TO MARKET COMPLETION OF WORK AND FINAL ACCEPTANCE**

BE IT RESOLVED by the Board of Supervisors of Delaware County, Iowa that the County Engineer of Delaware County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the certification of completion of work and final acceptance thereof in accordance with plans and specifications therefore in connection with all Farm to Market construction projects in this county.

Dated at Manchester, Iowa this 2nd day of January 2014.

Board of Supervisors

Delaware County, Manchester, Iowa

/S/ Jerry Ries, Chairperson

/S/ Shirley E. Helmrichs

/S/ Jeff Madlom

ATTEST:
/S/ Carla K. Becker, County Auditor
All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve **Resolution 2014-005** as follows:

**RESOLUTION
2014-005**

EMINENT DOMAIN COMPENSATION COMMISSION

WHEREAS, Section 331.321(1.v) of the 2009 Code of Iowa requires the Board of Supervisors to annually appoint not less than twenty-eight (28) residents of the County to an Eminent Domain Compensation Commission and,

WHEREAS, said Section establishes four (4) representative categories for said Compensation Commission,

NOW, THEREFORE BE IT RESOLVED that the following persons are hereby appointed to the Eminent Domain Compensation Commission of Delaware County, Iowa, in the category listed, for a term of one year ending December 31, 2014:

A. Owner-Operators of Agricultural Property:

- | | | |
|-------------------|----------------------------|----------------------------|
| 1. Doug Schulte | 2184 195 th St | Manchester, IA 52057 |
| 2. Ellen Francois | 1364 120 th Ave | Dundee, IA 52038 |
| 3. Charles Ankrom | 2275 110 th Ave | Masonville, IA 50654 |
| 4. Wilbur Kehrl | 1596 210 th St | Manchester, IA 52057 |
| 5. Ann Nurre | 2418 147 th St | Greeley, IA 52050 |
| 6. Marvin Heims | 1590 400 th St | Strawberry Point, IA 52076 |
| 7. Doran Zumbach | 3278 110 th Ave | Coggon, IA 52218 |

B. Owners of City Property:

- | | | |
|---------------------|---------------------------|----------------------|
| 1. Craig Starr | 600 110 th Ave | Masonville, IA 50654 |
| 2. Mary Hagensick | 313 S. Chestnut St | Edgewood, IA 52042 |
| 3. Jeff Larson | 505 Line St | Manchester, IA 52057 |
| 4. Lorraine Gaffney | PO Box 64 | Ryan, IA 52330 |
| 5. Barb Robinson | 306 South St | Dundee, IA 52038 |
| 6. Mary Ann Poynor | 724 E. Howard St | Manchester, IA 52057 |
| 7. Karen Schmitz | 111 Beckner St | Greeley, IA 52050 |

C. Licensed Real Estate Agents or Brokers:

- | | | |
|--------------------|-----------------------------|----------------------|
| 1. Eric Jasper | PO Box 365 | Hopkinton, IA 52237 |
| 2. Teresa Greve | 2151 110 th Ave | Masonville, IA 50654 |
| 3. Jennifer Finn | 18011 224 th St | Manchester, IA 52057 |
| 4. Barb Sailer | 1100 Rosewood Dr | Manchester, IA 52057 |
| 5. Kevin Graybill | 21913 182 nd Ave | Manchester, IA 52057 |
| 6. Bob Wendt | 1101 Stiles St | Manchester, IA 52057 |
| 7. Mary Kay Starks | 25944 225 th Ave | Delhi, IA 52223 |

D. Persons Having Knowledge of Property Value:

- | | | |
|----------------------|----------------------------|----------------------|
| 1. Linda Bessey | 1959 162 nd Ave | Manchester, IA 52057 |
| 2. Delbert Ronnebaum | 2769 190 th St | Earlville, IA 52041 |
| 3. Dave Smith | 1031 New St | Manchester, IA 52057 |
| 4. Gordon Keith | 305 Gay St | Delhi, IA 52223 |
| 5. Christine Tegeler | 16920 185 th St | Manchester, IA 52057 |
| 6. Donna Reeder | 712 Tanglewood Dr | Manchester, IA 52057 |
| 7. Scott Wegmann | 1017 Sunrise Dr | Manchester, IA 52057 |

Witness my hand and the Seal of this County, this 2nd day of January, 2014.

Delaware County Board of Supervisors

/S/ Jerry Ries, Chairperson

/S/ Shirley E. Helmrichs

/S/ Jeff Madlom

Attest: /S/ Carla K. Becker, County Auditor

All Ayes

ENGINEER'S REPORT

None

NEXT MEETING - The next regular session will be held on Monday, January 6, 2014.

PUBLIC COMMENTS

None

Motion made by Madlom, second by Helmrichs and carried to adjourn the meeting at 1:41 pm. All Ayes

These minutes have been read and approved.

/S/ Jerry Ries, Chairperson

/S/ Carla K. Becker, County Auditor

STATE OF IOWA)
) Ss:
DELAWARE COUNTY)

January 6, 2014
Manchester, Iowa
1:15 pm

The Delaware County Board of Supervisors met in regular session this date at 1:15 pm with all members present. Also present were, Carolyn Wilson, Milt Kramer, Luann McQuillen, Ellen Krogmann, Bret Haughenbury, Anthony Bardgett, Carla Becker, and three (3) members of the media. Chairperson Jerry Ries called the meeting to order.

Motion made by Madlom, second by Helmrichs and carried to approve the minutes from the January 2, 2014 regular session. All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve the following employees to attend their out-of-county meetings: Mike Ryan to attend the IEMA Committee meeting in Des Moines on January 10, 2014, the Region 6 LEOC meeting in Cedar County on January 14, 2014, and the Iowa Homeland Security meeting in Polk County on January 17, 2104; Peggy Petlon and Kim Gehling to attend a Case Management meeting in Des Moines on January 13-14, 2014; Peggy Petlon to attend a Regional CPC meeting in Cedar Rapids on January 17, 2013; Anthony Bardgett to attend a DOT Recertification Class in Cedar Rapids on January 9, 2014; Jeff Madlom to attend a Business Growth meeting at ECIA in Dubuque on January 8, 2014; and Jeff Madlom, Shirley Helmrichs, Peggy Petlon and Carla Becker to attend the Regional MH meeting in Cedar Rapids on January 9, 2014. All Ayes

There were no claims submitted for consideration of payment at today's meeting.

There were no "Applications for Approval of Underground Construction on Delaware County Right-of-Way" submitted for consideration at today's meeting.

There were no manure management plan applications or updates filed for acknowledgement.

Consideration of Declaring National Mentoring Month

Ellen Krogmann, representing the Friends of the Delaware County Mentoring Program, addressed the Board regarding her request for the Board to declare the month of January 2014 as Mentoring Month. Ms. Krogmann stated that they currently have 34 active matches in Delaware County with four (4) of those being within the Maquoketa Valley District. This is the first year for the program at Maquoketa Valley and they have already trained fifteen (15) volunteer high school students (Freshman thru Senior).

The main fundraiser for the program is the annual bowling event which will take place on Saturday, March 22, 2014. She is also looking for any available grants to help fund the program. Results from a recent survey of mentored youth shows that 97% of those youth mentored were more hopeful regarding their future and 100% stated they were able to say no to drugs and alcohol.

Motion made by Madlom, second by Helmrichs and carried to approve the following proclamation:

NATIONAL MENTORING MONTH 2014

WHEREAS, studies show that mentoring is a highly effective strategy for preventing several key problems that young people face, including school retention rates, self-confidence, and living up to their potential; and

WHEREAS, mentors are a highly valued source of friendship to the youth in our county; and

WHEREAS, more mentors are needed to become a caring friend for youth;

NOW, THEREFORE, WE, THE DELAWARE COUNTY BOARD OF SUPERVISORS do hereby proclaim that January 2014 is National Mentoring Month in Delaware County. As public officials, we also call upon all citizens, parents, governmental agencies, public and private institutions, churches, businesses, and schools in our county to join us in raising awareness of mentoring in its various forms, helping to recruit individuals to mentor youth, and to support the rapid growth of mentoring in Delaware County.

Date: January 6, 2014

/S/ Jerry Ries, Chairperson

Delaware County Board of Supervisors

/S/ Ellen Krogmann

Signatures of Friends of the Delaware Mentoring Program

All Ayes

Motion made by Helmrichs, second by Madlom and carried to set the 2014 Holiday Schedule as follows:

2014 HOLIDAY SCHEDULE

Martin Luther King Day	Monday, January 20, 2014
President's Day	Monday, February 17, 2014
Memorial Day	Monday, May 26, 2014
Independence Day	Friday, July 4, 2014
Labor Day	Monday, September 1, 2014
Veterans' Day	Tuesday, November 11, 2014
Thanksgiving	Thursday & Friday, November 27 & 28, 2014
Christmas	Wednesday & Thursday December 24 & 25, 2014
New Year's Day	Thursday, January 1, 2015

All Ayes

Motion made by Madlom, second by Helmrichs and carried to designate KMCH Radio Station as the official radio station of Delaware County. Even though this is not a requirement of law, the Board wanted the station to know how much they appreciate the excellent coverage given to business of the County. All Ayes

Motion made by Helmrichs, second by Madlom and carried to acknowledge receipt of the Auditor's quarterly report showing that for the quarter ending December 31, 2013, \$15,922.70 was collected and deposited into the general funds. All Ayes

Motion made by Madlom, second by Helmrichs and carried to acknowledge receipt of the Recorder's Monthly Report showing that for the month of December 2013 the following fees were collected and deposited into their respective funds:

General Fund	\$10,605.72
Recorder's Document Management Fund	323.00
Electronic Transfer Fund	<u>323.00</u>
Total Collected	\$11,251.72

All Ayes

Motion made by Helmrichs, second by Madlom and carried to acknowledge receipt of the Sheriff's Quarterly Report showing that for the quarter ending December 31, 2013, \$104,630.65 was collected and deposited into the general fund. Of the total amount collected, \$66,007.50 was for county-wide law enforcement. All Ayes

Motion made by Madlom, second by Helmrichs and carried to acknowledge receipt of the Treasurer's Monthly Banking and Investment Report showing that as of January 2, 2014 \$16,607,422.96 was collected and invested on behalf of all taxing entities in various banks across the county. County Treasurer Carolyn Wilson also presented the Board with a listing of all bank accounts and their respective interest rates. All Ayes

Motion made by Helmrichs, second by Madlom and carried to table the consideration of Resolution 2014-007 regarding the reporting of interest earned on the GO loan proceeds in the Lake Delhi Spillway Project fund until more information is received from the County's bonding attorney. According to County Auditor Carla Becker, the Board can direct the interest to either be used for the same purpose as the loan proceeds or direct the interest to be transferred into the debt service fund and be used to repay the debt. Once they have

received the billing from the attorney for the debt issuance, the Board will be able to better determine what to do with the interest earned. All Ayes

Public Hearing – Proposed Vacation of County Easement

This being the date and time set to hold a public hearing regarding the proposed vacation of a portion of the county's easement along 140th Ave in Sections 34 & 35 of Adams Township, Chairperson Ries opened the public hearing at 1:36 pm.

County Engineer Anthony Bardgett addressed the Board regarding the proposed vacation. He explained that at some point in time, the roadbed of 140th Ave was shifted to the east. He assumes this was to avoid replacing the bridge along the old easement. Since Iowa Code requires that the county leave the easement in the best possible condition, the bridge was replaced earlier this year in anticipation of possibly vacating the easement. With the bridge replaced, Mr. Bardgett stated that he feels comfortable requesting the Board to vacate the excess right-of-way in this area as represented in the survey conducted by the County Land Surveyor Brad Burger.

Chairperson Ries asked if the adjacent property owner, Bret Haughenbury, had any comments or concerns. Mr. Haughenbury stated that he had no concerns or reservations and feels the bridge replacement was done well. He appreciates all the effort the county has gone to in order to leave the easement in good condition.

There being no further comments, either written or oral, the public hearing was closed at 1:40 pm.

Motion made by Madlom, second by Ries and carried to approve Resolution 2014-006 as follows:

RESOLUTION 2014-006

Vacation of County Easement in Section 34 & 35-T87N-R6W, Delaware County, Iowa

WHEREAS, the Code of Iowa, section 306.10 gives the Board of Supervisors the power on its own motion to alter or vacate and close any highway or road under its jurisdiction, and

WHEREAS, the Board of Supervisors no longer believes the county needs to maintain the following described easements, and

WHEREAS, the Board of Supervisors has held a public hearing following official notice as required by sections 306.11, 306.12, and 306.13 of the Code of Iowa, and

WHEREAS, the Board has heard any and all objections filed per 306.14 of the Code of Iowa.

NOW THEREFORE BE IT RESOLVED that the Delaware County Board of Supervisors, in session this 6th day of January, 2014, enters the following order in regard to the aforementioned road vacation proceedings.

The Board of Supervisors orders the following described easements to be closed and vacated. Said easement is described as follows:

That portion of a County Road established in Supervisors Minutes Book G, Page 205 and 217 in the Office of the Delaware County Auditor, lying between the South right of way line of 330th Street and the Westerly right of way line of 140th Avenue as described in Deed Book 78, Page 476 in the Office of the Delaware County Recorder, Section Thirty-four (34), Township Eighty-seven North (T87N), Range Six West (R6W) of the Fifth Principal Meridian, Delaware County, Iowa, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and said road is 66.00 feet wide, 33.00 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-seven North (T87N), Range Six West (R6W) of the Fifth Principal Meridian, Delaware County, Iowa;

Thence North 00°-08'-28" East 510.15 feet along the East line of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of said Section Thirty-four (34);

Thence North 20°-05'-06" West 40.69 feet along the centerline of said County Road established in Supervisors Minutes Book G, Page 205 and 217 to the **POINT OF BEGINNING**, point also being on said Westerly right of way line of 140th Avenue;

Thence continuing along said centerline North 20°-05'-06" West 37.30 feet to a point of curvature;

Thence continuing along said centerline and along a circular curve concave Northeasterly for an arc length of 158.48 feet, said circular curve having a central angle of 19°-17'-51", a radius of 470.55 feet, a chord bearing of North 10°-26'-11" West and a chord length of 157.74 feet to a point of tangency;

Thence continuing along said centerline North 00°-47'-15" West 553.38 feet to the South right of way line of 330th Street;

The East line of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), Section Thirty-four (34), Township Eighty-seven North (T87N), Range Six West (R6W) of the Fifth Principal Meridian of Delaware County, Iowa is assumed to bear North 00°-08'-28" East.

That portion of a County Road established in Road Book 1, Page 202 in the Office of the Delaware County Auditor, lying between the South right of way line of 330th Street and the Westerly right of way line of 140th Avenue as described in Deed Book 78, Page 476 in the Office of the Delaware County Recorder, Section Thirty-four (34) and Thirty-five (35), Township Eighty-seven North (T87N), Range Six West (R6W) of the Fifth Principal Meridian, Delaware County, Iowa, **subject to easements, reservations, restrictions, and rights of way of record and not of record** and said road is 66.00 feet wide, 33.00 feet on each side of the following described centerline:

COMMENCING at the Southeast corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-seven North (T87N), Range Six West (R6W) of the Fifth Principal Meridian, Delaware County, Iowa;

Thence North 00°-08'-28" East 617.99 feet along the East line of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of said Section Thirty-four (34) to the **POINT OF BEGINNING**, point also being on said Westerly right of way line of 140th Avenue;

Thence North 00°-08'-28" East 673.63 feet along the centerline of said County Road established in Road Book 1, Page 202 to the South right of way line of 330th Street;

The East line of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), Section Thirty-four (34), Township Eighty-seven North (T87N), Range Six West (R6W) of the Fifth Principal Meridian of Delaware County, Iowa is assumed to bear North 00°-08'-28" East.

The Board of Supervisors finds no additional damages are to be paid to any claimants on this vacation.

SO ORDERED THIS 6th DAY OF JANUARY, 2014;

Board of Supervisors

/S/ Jerry Ries, Chairperson

/S/ Shirley E. Helmrichs

/S/ Jeff Madlom

Attest:

/S/ Carla K. Becker, Delaware County Auditor

All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve the 2013 Weed Commissioners Report to be filed with the state. According to Weed Commissioner Anthony Bardgett, there was really no change in the types of weeds being seen in the county. The biggest problems were with Chinese Bamboo and Bull Thistle. According to Mr. Bardgett, 24D, Crossbow and Pathway were the herbicides utilized to combat the weeds.

All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve the final voucher with Mathy Construction d/b/a River City Paving for the X 47 Paving Project (#FM-C028(82)--55-28). The contracted price for this project was \$813,563.35. The actual invoiced cost was \$769,372.40. This is \$44,190.95 under contract. All Ayes

ENGINEER'S REPORT

None

NEXT MEETING

The next regular session will be held on Monday, January 13, 2014.

PUBLIC COMMENTS

Milt Kramer, Mayor for the City of Manchester, stated he had been to the Board meeting a few weeks earlier and was asked to come back with a date and time that the members of the Manchester City Council could meet with the Board regarding the proposed renovation and expansion of the Sheriff's Department and Jail facilities. Since many of the council members work full-time, he stated that the earliest they could attend a daytime meeting with the Board would be January 30, 2014.

It was clarified that if the Board decides to call for a special election in March for approval of this proposed expansion/renovation, they Board would need to do so by January 17, 2014.

Chairperson Ries stated that the city has had since the December 9th meeting to come up with a time and date to meet. He feels the County should continue to move forward with the project since it has been almost two (2) years since it was first proposed. He believes a March election date is appropriate and that the Sheriff is ready to move ahead with it. According to Chairperson Ries, Sheriff LeClere has several locations secured to hold public information sessions on the subject.

Mayor Kramer felt it would be premature to hold an election in March when the County hasn't done anything to inform the public. However, in light of the upcoming deadline, Mayor Kramer rescinded the City's offer to meet on January 30th.

Motion made by Madlom, second by Helmrichs and carried to adjourn the meeting at 1:48 pm. All Ayes

These minutes have been read and approved.

/S/ Jerry Ries, Chairperson

/S/ Carla K. Becker, County Auditor

STATE OF IOWA)
) Ss:
DELAWARE COUNTY)

January 8, 2014
Manchester, Iowa
2:30 p.m.

The Delaware County Board of Supervisors met in work session this date at 2:30 p.m. with all members present. Also present were Steve Leonard, Laurie Kramer, Bruce Schneider, Robert Klima, Chip Hughes, Jim Locke, Larry Peter, Garlyn Glanz, Larry Aschbrenner, John Bernau, Anthony Bardgett and Carla Becker. One member of the media was present. Chairperson Ries called the meeting to order.

The work session began with a review of the amended design for the proposed Turtle Creek access. In an attempt to conserve the current boat ramp and access on the west side of the cove, the design was modified with less impact on the current road location. By doing so, County Engineer Anthony Bardgett feels the same level of access can be achieved with the cost of the bridge and roadway being reduced from \$506,878.00 to \$396,780.10. This would be a net savings of \$110,097.90. This would also reduce the dirt needs in half which may increase the cost of moving the excess material out of the cove. The revised plan will also affect the proposed fishing access and beach area. Not being a high priority item for this project, the additional fishing access may be eliminated. A new location will need to be found for the proposed beach area. If the beach is relocated on the west side of the cove, the second ADA restroom will also be located on that side. However, if the beach area is relocated to the east side of the cove, there may not be a need for a second restroom facility.

Conservation Director Garlyn Glanz redirected the conversation to the need for silt basins with the proposed project. He is anticipating that these basins will be located upstream from the cove behind the existing park facility. They will need to have access to them and be positioned for long-term maintenance. Dredging costs for the cove will also need to be addressed. With the new design, Mr. Glanz is estimating that 5,000 to 10,000 cu yards of material will need to be removed from the cove at an estimated cost of \$44,500.00 (\$5.50/cu yard). However, he did discover that these dredging costs are eligible under the marine fuel tax grant.

Supervisor Ries asked if the project could move forward without the expense of raising the bridge. Supervisors Helmrichs and Madlom do not feel leaving the bridge at its current height is an option. At normal water levels before the breach, there was only 5 ½ - 6 feet of clearance under the bridge. The proposed height would take it to 12 feet of clearance. Supervisor Helmrichs does not feel the area would be a "true public access" if the bridge were left at its current height.

According to Mr. Glanz, the new projected cost of the proposed project (exclusive of the bridge and road portions) would be \$173,125 of which \$113,125 is eligible under the marine fuel tax grant at a 75/25 cost share. Projected expenditures for FY 14-15 would be \$119,125 and \$54,000 (\$36,000 for the catch basins and \$18,000 for the second proposed restroom facility) scheduled in FY 15-16. The total cost breakdown would be as follows:

<u>Cost of Items for Amenities</u>		<u>Anticipated to be Eligible for Marine Fuel Tax Grant</u>	
Boat Ramp	\$26,125	Boat Ramp	\$26,125
Parking	\$16,500	Parking	\$16,500
Restrooms (2)	\$36,000	Restrooms (1)	\$18,000
Courtesy Dock	\$8,000	Courtesy Dock	\$8,000
Dredging of Cove	\$44,500	Dredging of Cove	\$44,500
Beach Area	\$6,000	Beach Area	Not Eligible
Fish Access	\$0.00	Fish Access	Not Eligible
Silt Catch Basins	<u>\$36,000</u>	Silt Catch Basins	<u>Not Eligible</u>
Total	\$173,125	Total	\$113,125
		Cost Share 75% DNR	\$84,843.75
		Cost Share 25% County	\$28,281.25
Road and Bridge Expenditures	<u>\$396,780.10</u>		
Total Cost	569,905.10		
Less Projected Grant Receipts	<u>-\$84,843.75</u>		
Net cost of Project	485,061.35		
Proposed County 50%	\$242,530.68		
Proposed District 50%	\$242,530.67		

With regards to the transfer of the Turtle Creek Cove property from the District to the County, an abstract was created and a title opinion issued by Attorney Tom Hanson on behalf of the county. According to County Attorney John Bernau, Mr. Hanson is finding marketable title in the District's name. However, Mr. Bernau would like clarification within two (2) separate areas. First, a notice of Memorandum of Agreement was recorded which pertained to this property. He would like to have the copies of the original agreement along with copies of the three (3) subsequent amendments. The second issue is with the mechanics liens filed against the District. According to research performed by Assistant County Attorney Courtney Vorwald, two (2) of the four (4) liens have been released.

She could not find releases for the other two (2). Even though the liens are specifically listed as being on the dam property, a quit claim deed filed between LDRA and the District specifically calls out these liens without reference to the land they cover. He will need clarification on this and may require a Warranty Deed to transfer the parcel.

Conservation Director Garlyn Glanz reiterated the Conservations Board's requirement that the property be transferred to County ownership prior to the filing of the marine fuel tax grant application. He also stated that the goal of the County Conservation Board is to maintain this property as public access. The District would like the property to revert back to them if the County should discontinue maintaining it as a public access.

Mr. Bernau wondered if the DNR had any restrictions on the transfer of property where state grant monies were utilized. Mr. Glanz stated he would look into that and get back to the group.

Steve Leonard, District President, began to step through the proposed 28E Agreement. He noted the following issues:

Page 1, Item 1 and Page 2, Item 3 – We still need clarification as to what “project” means. Are they referring to the entire dam and spillway project or just the spillway?

Page 2, Section 4 – Should the agreement have a termination date? There are portions of the agreement which are perpetual.

Page 2, Section 5.2 – On the last line need to change the verbiage from “receipt of the invoice” to “receipt of the request for reimbursement” since the county handles the District's finances and would have already received the invoice for initial payment.

Also in this section, Mr. Leonard stated that the District has already incurred expenses relating to the design of the spillway portion. Would they be able to submit for reimbursement on these expenses? Board members did not seem to object to reimbursement for any spillway related expenditure subject to Board review at the time of the request. However, the Board would prefer that the reimbursement of expenses incurred prior to this agreement be limited to one request within thirty (30) days of the effective date of this agreement.

Pages 2 & 3, Section 6 – Since the County is proposing to own, operate and maintain the public access amenities at Turtle Creek Cove, portions of Section 6 no longer apply to this section of the agreement. However, Exhibit B should include these items along with a detailed description of the proposed public access project.

Page 3, Section 6.2 – The District's attorney has stated that he will not furnish the requested opinion of counsel on the lake property due to frontage issues, etc. They would like to know what else the District can provide that would satisfy this request.

Page 4, Section 6.4.2 – The District is simply looking for direction as to what is being required. Is this for the entire project and public amenities or just the spillway and public amenities?

Page 4, Section 8 – It was agreed that there is no way to measure the requirement for the county to maintain the public amenities “in a similar manner as other County owned property”. Mr. Glanz recommended that portion of the sentence be stricken, a comma added after the word County in the last sentence and the following verbiage added:

...“including dredging of Turtle Creek Cove and the maintenance of the water shed silt catch basin(s).”

Page 5, Section 9.1 – The District is still having some issues with regards to the requirements of all-risk insurance due to its availability.

Page 5, Section 9.2, 9.3 & 9.4 – These sections were added at the request of County Auditor Carla Becker after speaking with management at Lake Panorama. Since all-risk property insurance was not feasible after construction, the filing of the 5 year inspection report with the Board would keep them informed of the condition of the structure as well as the District's response for remediation of any defects. Section 9.4 was also added at the suggestion of Lake Panorama. Even though there didn't seem to be direct opposition on the part of the District, it was suggested that deposits into this “Improvement Fund” could begin in Fiscal Year 2016-17. This would allow the District a year or two to regain a positive fund balance after construction.

Page 7, Section 11.2 – The District is simply looking for clarification on what “partial termination” of the contract means.

Page 9, Section 14 – The District continues to ask for the addition of mediation in the area of dispute resolution. According to the County's bonding attorney, Mark Cory, by listing the Iowa District Court for Delaware County, this section is simply stating the “venue” that any disputes would be settled. That does not mean that it would have to go to court. He would prefer not to “require” mediation. However, this section does not rule out mediation as a tool. County Attorney John Bernau concurred with Mr. Cory's explanation.

The following items are not currently spelled out in the agreement:

1. Transfer of the Turtle Creek cove property from the District to the County subject to the retainage of flood plain rights by the District as well as lake bed usage and maintenance rights for that portion of the transferred property lying north and east of the northern right-of-way of the relocated roadway
2. Understanding that the project must be completed prior to the completion of the dam and spillway to save money.

There being no further business before the Board, the work session was closed at 3:55 p.m.

These minutes have been read and approved.

/S/ Jerry Ries, Chairperson

/S/ Carla Becker, Auditor

STATE OF IOWA)
) Ss:
DELAWARE COUNTY)

January 9, 2014
Manchester, Iowa
9:00 a.m.

The Delaware County Board of Supervisors met in work session this date at 9:00 a.m. with all members present. Also present were Dick Foust, Tony Fox, Steve Dudak, Casey Snyder, Larry Mott, Rich Sampson, Milt Kramer, John LeClere, and Carla Becker. One member of the media was present. Chairperson Ries called the meeting to order.

Chairperson Ries recognized Sheriff John LeClere to speak in regards to the proposed renovation and expansion of the Sheriff's Department and Jail.

Sheriff LeClere stated that the Board has been looking into this project for a couple years now. In 2013, a public committee was formed to look at the need for the project. The committee was taken on a tour of the current facilities and also the new facilities in Buchanan County. The full committee has met once. He believes everyone is in agreement that something needs to be done.

He is now waiting for direction from the Board. Do they want him to move forward with the original plan which includes the removal of the old Sheriff's house and expansion to the east and west sides of the current facility? Or, would they like him to have more committee meetings and look into other options that the committee comes up with. He is still confused as to the purpose of the committee.

Supervisor Ries stated that he would like to see the Board call for a March election to put the question before the public. The City Clerks of the small towns have said they have places that public forums can be held to get the information out to the public.

Supervisor Madlom addressed Sheriff LeClere by stating he will support him if he would like to move forward with this for a March Election. However, that would only leave seven (7) weeks to be able to get the information out in order to get it to pass. Sheriff LeClere stated he feels confident that he would be able to reach enough people before Election Day.

If a March Election were called, County Auditor Carla Becker informed the Board that absentee ballots could be ready in as little as ten (10) days from the date she receives the resolution.

Some Board members stated that they have been approached by members of the "public committee" who feel that their opinions have not yet been heard. They stated that the full committee has only met once and there was not much input requested of the committee members. They are discouraged that they have not been able to voice their opinions.

Supervisor Helmricks stated that some members of the committee want the Board to look at adding square footage onto the project to bring the Manchester Police Department over. The current plan does not add any square footage for additional office space for the Sheriff's Deputies. It simply repurposes existing spaces to be remodeled into office spaces for the Deputies. In her opinion, if they are going to add square footage at the county's expense then it should be used for the Sheriff's employees first.

Sheriff LeClere stated again that he will do whatever the Board wants him to. However, if they would like him to hold additional committee meetings, he would like direction from the Board as to what the committee is responsible for.

Dick Foust, committee member, commented that he was appointed to this committee to look at the need and feasibility of this project but that the committee members have never been told how the project will affect their taxes. He also stated that the Buchanan County Sheriff commented that if Delaware County could put the City and the County together under one roof, then they should. He is also concerned that the County has never had a meeting with the City with regards to this project.

The Board commented that the Mayor was at the December 9th Supervisors' meeting and stated he would get back to them with a meeting date and time. He came back on January 6th with a proposed date of January 30th. In order to set a March Election date, the resolution calling for the election must be filed with the County Auditor within 46 days of the election date (January 17, 2014).

Milt Kramer, Mayor of the City of Manchester, stated that he figured he had time to get a meeting put together. He never assumed that the Board would be looking at March and possibly not even May. He has been involved in several bond issues through the City of Manchester. In his opinion, seven (7) weeks is not enough time to sell this to the public.

Steve Dudak, committee member, agrees with Mr. Foust that one meeting is not enough. If they want the opinion of those put on the committee, then they need to allow them to come together to discuss their ideas. He stated he is definitely for improving the facility but would like to explore different avenues to go about it.

Both feel that the committee members should have at least been asked to attend today's work session. Mr. Foust feels they need to look at the possibility of moving the City over as well. As a taxpayer, he needs to know this option has been explored. Those present admitted that they had never spoken with anyone using a joint City/County facility.

Rich Sampson, Mayor of Colesburg, stated that he just wants to know if the two entities could get along if they were under the same roof.

Mayor Kramer stated that he feels the City and County get along pretty well already. He is at the Police Department every morning at 6:15 am and there are usually one or two Sheriff Department cars there. He added that the Police Department was running out of space for its officers so they remodeled a portion of the garage to add offices and an interrogation room. Still, they can have up to four (4) officers sharing one room.

Supervisor Ries asked Mayor Kramer why the City would want to move when they just remodeled. What would be the advantage? According to Mayor Kramer, they have known for years that they needed more room. That is the reason they remodeled the garage. However, this did not get them all the room they need. Another reason is the County's desire to relocate the Communications Center in the new facility. It would be more efficient to be near the center. Supervisor Ries stated that the County would most likely not bring the Communications Center over right away. Changes in federal laws will require the purchase of new equipment within the next few years. At that time, the County will consider bringing the center over. That way they will not have to deal with moving the existing equipment. Sheriff LeClere was not sure how strict the federal government will be in enforcing the new legislation because of how costly it will be for cities and counties.

After everything that has been said at today's meeting, it is evident that there needs to be additional meetings held before an election date can be set. The first meeting should be with the City of Manchester. That way, the information received from that meeting can be passed on to the committee members looking into the feasibility of the expansion. Supervisor Helmricks stated that she would be more willing to look at a May Election Day rather than March.

Mayor Kramer stated again that with two (2) council members working full-time, January 30th at 8:00 am was the first time they could meet as a group with the Board. The Supervisors asked Mayor Kramer to go back to see if an earlier date could be set. The Board would even be willing to have a 5:00 pm meeting with the City. Mayor Kramer stated that the City Council meets the first and fourth Mondays of the month. However, the Board feels this meeting should be separate from either entities regular meeting.

There being no further business before the Board, the work session was closed at 10:17 a.m.

These minutes have been read and approved.

/S/ Jerry Ries, Chairperson

/S/ Carla K. Becker, Auditor

STATE OF IOWA)
) Ss:
 DELAWARE COUNTY)

January 13, 2014
 Manchester, Iowa
 1:15 pm

The Delaware County Board of Supervisors met in regular session this date at 1:15 pm with all members present. Also present were, Carolyn Wilson, Milt Kramer, Deb Peyton, Norman Wellman, Anthony Bardgett, Carla Becker, and three (3) members of the media. Chairperson Jerry Ries called the meeting to order.

Motion made by Madlom, second by Helmrichs and carried to approve the minutes from the January 6, 2014 regular session and the January 8 and 9, 2014 work sessions. All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve the following employees to attend their respective out-of-county meetings: Shirley Helmrichs to attend the BDF meeting in Independence on January 21, 2014; Jeff Madlom to attend the ECIA meeting in Dubuque on January 15, 2014; Jerry Ries to attend the Workforce Development meeting in Elkader on January 21, 2014; and Anthony Bardgett to attend the DOT inspection recertification class in Cedar Rapids on January 16, 2014. All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve the following claims for payment including the January 10, 2014 payroll in the amount of \$189,701.95 warrant #5570-#5679:

IDPH Bureau of Vital Records	Stationery/Supplies	142.45	Kris Engineering Inc	Minor Mv Parts & Access	4444.53
Abbe Center for MH	Custodial Supplies	135.27	Kuhlman Quarries	Cover Aggregate & Sand	8863.76
Accent Laser Services Inc	Stationery/Supplies	129.80	Leader Publications	Board Proceedings	2258.01
Advanced Systems Inc	Maint-Off Equip/Furniture	127.22	Jill Lewis	Buildings-Repair/Maint	75.00
Alliant Energy	Service	5555.82	Manchester Carquest	Repair/Maint- Vehicle	43.78
Al's Electrical Service	Buildings-Repair/Maint	251.90	Manchester Motor Supply	Construction & Maint	362.38
Altorfer Inc	Construction & Maint	659.24	Manchester Press	Publications	878.19
Animal Health International	Wearing Apparel & Uniform	16.48	City of Manchester	Contract Carriers	88860.28
Barnes Distribution	Steel-Iron-Related Metals	122.26	Maquoketa Valley REC	Utilities	350.00
Barron Motor Supply	Minor Mv Parts & Access	588.84	Martin Equipment of Illinois	Repair/Maint-Const Equip	610.58
Best Cleaners	Cleaning of Uniforms/mops	837.50	McDowell Truck/Auto Repair	Buildings-Repair/Maint	1453.75
Bi-County Disposal Inc	Custodial Supplies	101.00	Rita McGrane	Supervised Living	400.00
Black Hills Energy	Natural -LP Gas-Fuel Oil	644.68	Mediacom LLC	Telephone Services	36.68
Blakesley Drug	Prescription Medicine	141.92	Midwest Business Products	Stationery/Supplies	97.86
Boubin Tire Co	Tires & Tubes	910.73	Midwest Wheel	Construction & Maint	175.74
Carls Feed & Farm Store Inc	Public Education Items	69.55	MOCIC Attn Membership	Annual Membership Dues	150.00
Carpenter Uniform Co	Wearing Apparel & Uniform	378.48	Northeast Iowa Telephone	Radio & Communications	193.80
County Case Management	Education & Training	30.00	Nebraska-Iowa Industrial	Shop Equipment	348.34
Cedar Valley Ranch Inc	RCF	3089.10	Neopost USA Inc	Data Processing	270.00
Central Iowa Water	Water Use & Sewer	88.97	North American Salt Co	Cover Aggregate & Sand	5190.91
CenturyLink QCC Business	Telephone Services	27.47	Opportunity Village	Sheltered Workshop	607.51
City Laundering Co	Buildings-Repair/Maint	168.94	Palmer Hardware	Safety Items	103.92
Covenant Medical Center	Diagnostic Evaluation	2182.00	Penn Center Inc	Supported Comm Living	1356.00
CPI Qualified Plan Consult	Planning-Consulting	100.00	Pepsi-Cola Gen Bottle Inc	Stationery/Supplies	168.60
Debra Kintzle Cleaning	Buildings-Repair/Maint	200.00	Prairie View Management	RCF	2834.06
Delaware County Auditor	Miscellaneous	18297.00	Precise MRM LLC	Repair/Maint-Radio Equip	604.08
Delaware Co Sheriff	Transportation	863.81	Radio Communications	Radio & Communications	3773.27
Delhi Lumber	Repair/Maint-Misc Equip	246.80	Stephanie Rattenborg	Rent Payments	500.00
DJ Repair	Repair/Maint-Const Equip	66.00	Ray O'Herron Co Inc	Medical & Lab Supplies	185.38
Don & Walt LLC	Repair/Maint-Misc Equip	221.90	Reedsburg Hardware Co	Minor Mv Parts & Access	290.22
Dons Truck Sales Inc	Construction & Maint	25.40	Regional Medical Center	Emergency Treatment	192.00
Dyersville Commercial	Board Proceedings	1901.99	Rite Price Office Supply	Supplies	552.76
Eastern Iowa Tire Inc	Repair/Maint-Const Equip	151.75	River Valley Cooperative	Natural -LP Gas-Fuel Oil	6958.04
Eastside Storage	Buildings-Repair/Maint	30.00	Runde Auto Group	Repair/Maint- Vehicle	128.42
Electronic Engineering	Repair/Maint-Radio Equip	1449.96	S&D Supply Inc	Minor Equip & Hand Tools	265.13
Jody Elgin	Custodial Supplies	110.00	Sadler Power Train Inc	Construction & Maint	20.65
Tina Elgin	Custodial	500.00	Scherrmans Implement	Construction & Maint	85.10
Every's Auto & Tire Center	Repair/Maint- Vehicle	117.80	Scott VanKeppel LLC	Construction & Maint	92.83
F&M Bank	Stationery/Supplies	21.79	Silveredge Cooperative	Fuels	4448.16
Good Neighbor Society	Food Preparation Services	2979.00	Simons Feed Service	Public Education Items	26.35
Group Services Inc	Employee Insurance	10377.80	Daniel W Small	Minor Equip & Hand Tools	54.99
Gudenkauf Tiling	Water/Sewer Structures	20.26	Smittys	Tires & Tubes	771.18
Henderson Products	Construction & Maint	2583.02	Solutions Inc	Data Processing	4361.95
Hopkinton Municipal Utilities	Electrical Power	121.95	Standard Auto Parts LLC	Repair/Maint- Vehicle	304.22
City of Hopkinton	Electrical Power	19.00	TekSupply	Minor Mv Parts & Access	379.50
Houlihan Sanitation Service	Sanitation Disposal	163.50	Terminal Supply Company	Minor Mv Parts & Access	414.43
IA Assn of Comm Providers	Dues & Memberships	1550.00	Three Rivers FS	Repair/Maint-Misc Equip	24505.49
Iowa Dept of Justice	Fees	400.00	Treasurer State of IA DHS	Inpatient/Hospital	197541.48
Iowa DOT	Engineering Services	274.65	US Cellular	Telephone Services	209.86
IA Prison Industries	Custodial Supplies	129.75	US Postmaster	Postage & Mailing	788.00
IA St Assn of Assessors	Dues & Memberships	600.00	FE Welterten Motors Inc	Repair/Maint- Vehicle	33.45
ISAC	Education & Training	195.00	Windstream	Telephone Service	1663.79
Gary Johannes	Engineering Services	300.00	Alan Wulfekuhle	Rent Payments	300.00
John Deere Financial	Repair/Maint-Misc Equip	942.94	Zee Medical Inc	Medical & Lab Supplies	62.45
KMCH	Education & Training	75.00	Ziegler Inc	Construction & Maint	201.27

All Ayes

There were no "Applications for Approval of Underground Construction on Delaware County Right-of-Way" submitted for consideration at today's meeting.

Motion made by Helmrichs, second by Madlom and carried to acknowledge receipt of a manure management plan update from Chris Wessels in Section 33 of Bremen Township. All Ayes

Motion made by Madlom, second by Helmrichs and carried to acknowledge receipt of a letter from county employee Janice Rion resigning her position as part-time Community Life Trainer with the Community Services Department effective January 4, 2014. Ms. Rion gave high praise to the staff at the Community Services Department and is sorry for the necessity of the situation. All Ayes

Motion made by Helmrichs, second by Madlom and carried to acknowledge receipt of the Treasurer's Semi-Annual Report as follows:

Semi-Annual Report

1/07/14

Carolyn A. Wilson, Delaware County Treasurer, Manchester, IA							
Certification Date January 13, 2014 For the period from July 1, 2013 - December 31, 2013, Inclusive							
Statement of Account By Fund							
Fund	Balance July 1, 2013	Revenues	Total To be Accounted For	Disbursements	Fund Balance December 31, 2013	Auditor's Warrants Outstanding	
General Basic	2,197,567.26	2,343,101.59	4,540,668.85	2,263,467.02	2,277,201.83	15,167.87	
General Supplemental	709,967.79	706,027.57	1,415,995.36	772,600.28	643,395.08	51,685.73	
Rural Services Basic	29,827.69	1,406,922.97	1,436,750.66	1,191,073.50	245,677.16	6,231.00	
Secondary Road	2,800,929.27	3,905,683.66	6,706,612.93	5,112,988.24	1,593,624.69	53,663.11	
Resource Enhancement Fund	26,778.62	15,492.76	42,271.38	2,896.13	39,375.25	.00	
E911	155,440.43	76,731.77	232,172.20	80,930.70	151,241.50	.00	
Emergency Management Fund	89,225.05	68,290.80	157,515.85	76,977.09	80,538.76	200.00	
Advance Tax	59,847.98	40,453.42	100,301.40	60,792.98	39,508.42	.00	
Township Control	5,536.77	238,741.64	244,278.41	235,317.38	8,961.03	.00	
Corporation Control	45,157.65	2,683,717.47	2,728,875.12	2,686,795.10	42,080.02	.00	
School Control	172,272.77	7,228,795.30	7,401,068.07	7,179,998.04	221,070.03	.00	
Area School Control	11,527.67	474,755.77	486,283.44	471,798.98	14,484.46	.00	
Hospital Control	14,671.47	681,141.22	695,812.69	674,801.40	21,011.29	.00	
Special Fire Districts	171.23	6,234.98	6,406.21	6,326.80	79.41	.00	
Lake District	27,550.81	171,361.16	198,911.97	93,318.40	105,593.57	.00	
Ag. Extension	2,632.61	115,133.25	117,765.86	114,214.45	3,551.41	.00	
Cons. Land Acquisition Trust	20,891.73	11,592.29	32,484.02	3,575.06	28,908.96	.00	
Assessor	621,032.03	270,363.64	891,395.67	172,982.94	718,412.73	6,521.56	
Motor Vehicle Trust	411,401.82	3,272,759.73	3,684,161.55	2,940,045.20	744,116.35	.00	
City Special Assess. Project C	15,954.54	93,077.87	109,032.41	107,796.41	1,236.00	.00	
Tax Redemption Trust	15,113.00	83,153.65	98,266.65	81,681.65	16,585.00	.00	
Conservation Trust Fund	29,048.93	3,419.40	32,468.33	5,190.06	27,278.27	.00	
Bangs /Tb	38.34	1,692.41	1,730.75	1,678.58	52.17	.00	
Recorders Records Management	19,103.85	1,551.20	20,655.05	5,000.00	15,655.05	.00	
Mh-Dd Services Fund	822,533.22	824,749.87	1,647,283.09	771,303.78	875,979.31	14,781.97	
Recorder's Electronic Fee	752.00	1,525.00	2,277.00	2,018.00	259.00	.00	
Sheriff's Reserve	5,524.71	7,470.00	12,994.71	6,556.43	6,438.28	69.26	
McGee Discretionary Fund	59,847.86	.00	59,847.86	4,679.72	55,168.14	.00	
Debt Service Fund	8,208.87	38,854.05	47,062.92	7,577.86	39,485.06	.00	
Lake Delhi Dam Project	5,697,816.00	127,963.15	5,825,779.15	210,365.62	5,615,413.53	.00	
Lake District - Debt Service	19,706.71	263,073.37	282,780.08	125,056.25	157,723.83	.00	
Capital Project - Spillway	.00	2,999,999.00	2,999,999.00	.00	2,999,999.00	.00	
	14,096,078.68	28,163,829.96	42,259,908.64	25,469,804.05	16,790,104.59	148,320.50	

January 13, 2014 - Balance on Hand - 16,790,104.59

I, Carolyn A. Wilson, Treasurer of Delaware County, do hereby certify that the report given is a correct summary of the business transacted by me as said Treasurer during the period therein specified.

All Ayes

Motion made by Madlom, second by Helmrichs and carried to acknowledge receipt of the Clerk of Court's Monthly Report and Remittance showing that for the month of December 2013, \$893.71 was collected and deposited into the general funds. All Ayes

Discussion and Possible Consideration of Potential Dates for Special County Election

A work session was held on January 9, 2014 to discuss issues regarding the setting of a potential date to hold a special election for the issuance of general obligation notes for the proposed renovation and expansion of the Sheriff's Office and jail facilities. After a lengthy discussion during the work session, Supervisor Helmrichs suggested that a March election date was not feasible. She stated she would be more willing to look at a May election date.

It was noted that Sheriff LeClere had asked for clear direction from the Board as to what would be expected of him and the appointed committee moving forward. Supervisor Helmrichs stated that she feels all three (3) Board members need to be present at the next committee meeting to hear what the members have to say and possibly look at the committee taking a vote as to what direction they see this project going.

Chairperson Ries addressed Mayor Milt Kramer (Mayor for the City of Manchester) as to whether or not the proposed January 30th meeting date was still on the table. Mayor Kramer stated that his council was still willing to meet with the Board on this issue at 8:00 am on January 30th. Since the committee members have expressed interest in attending this meeting, Mayor Kramer also offered the use of the Manchester Fire Station as the venue for said meeting to allow for ample seating room. Supervisor Madlom stated that the jail basement and/or courtroom may also be available.

Supervisor Helmrichs stated that the Board will send all committee members an invitation to attend the meeting at 8:00 am on January 30th with the City of Manchester. The venue for said meeting will be announced at a later time.

Consideration of Implementation of a Proposed Voluntary Early Retirement Program

According to the Board, they are considering the implementation of a one-time voluntary early retirement program to provide an incentive that promotes an orderly means of attrition for employees and anticipates a cost savings to the County. It will also recognize service to the County and acknowledges those employees with superior attendance during their employment.

The proposed policy would pay a portion of the employee's "single" plan health insurance policy. The amount of payment would depend on the employee's age at retirement and years of service to the County. Employees wishing to be considered would need to file an application for early retirement between March 3, 2014 and April 3, 2014 with an effective retirement date of June 30, 2014 or before.

There are still a few issues to look into with regards to the proposed policy. Also, the policy is still in draft format and may be altered before final consideration. Supervisor Madlom is in favor of moving forward with the policy. He would like clarification as to whether the years of service to the County would need to be consecutive years of service.

Norm Wellman asked if the Board would consider making this an annual offering. Chairperson Ries stated that he would like to see it be offered as a one-time plan. However, the Board could consider offering it again in 5 or 6 years.

Motion made by Helmrichs, second by Madlom and carried to table the consideration of implementing a Voluntary Early Retirement Program until the January 27, 2014 meeting. The Board directed the County Auditor to send the draft policy to all county department heads with direction to distribute the draft policy to all employees within their department. The Board will also take comments or suggestions from full-time employees regarding the proposed policy until January 21, 2014 at 4:30 pm. All Ayes

ENGINEER'S REPORT

None

NEXT MEETING

The next regular session will be held on Tuesday, January 21, 2014.

PUBLIC COMMENTS

None

Motion made by Madlom, second by Helmricks and carried to adjourn the meeting at 1:40 pm. All Ayes

These minutes have been read and approved.

/S/ Jerry Ries, Chairperson

/S/ Carla K. Becker, County Auditor

STATE OF IOWA)
) Ss:
DELAWARE COUNTY)

January 15, 2014
Manchester, Iowa
11:00 a.m.

The Delaware County Board of Supervisors met in work session this date at 11:00 a.m. with all members present. Also present were Steve Leonard, Laurie Kramer, Robert Klima, Jim Locke, Larry Peter, Eve Peter, Garlyn Glanz, John Bernau, Matt Hektone (via telephone), Anthony Bardgett and Carla Becker. There were no members of the media was present. Chairperson Ries called the meeting to order.

The discussion began with a review of the latest draft of the proposed 28E Agreement. Steve Leonard, District President, stated that the District's attorney would like some additional language added. They would like the word "construction" or "constructing" added to the fifth and sixth paragraphs on Page 1; Section 1, Page 1; and Section 2, Page 3. Additional comments were as follows:

Page 2, Section 5.2 – Add clarification to list Phase I & Phase II DNR permits. Also add reference to securing local flood plain permits. Thus, verbiage changed to Grant payments shall not begin until the District has filed approved Phase I and Phase II DNR permits and local flood plain permits for the project with the Board of Supervisors. Also, the length of time in the second to last sentence was increased from 30 days to 45 days.

Page 4, Section 6.5 – Change "All real property" to "All real property associated with the completed project."

Page 4, Section 6.6.2 – Scratch everything but the last line and add a date of January 21, 2014 to the deadline.

Page 4, Section 6.6.4 – District's attorney requested changes in this section regarding environmental issues. There were some slight changes in the language and the hold harmless provision was limited to three (3) years.

Page 5, Sections 6.6.5 & 6.6.6 – If the attorneys for the County feel these need to remain in the 28E Agreement, the verbiage should mimic that on the Quit Claim Deed.

Page 6, Section 8 – The word filtration was changed to "silt". This is in regards to the silt catch basins.

Page 6, Section 9.1 – The District received alternative language for this section since their coverage will be all-perils and not all-risk.

Page 7, Section 9.4 – The contribution into the improvement fund should be yearly not monthly.

Page 7, Section 9.5 – The type of policy required should be a general liability policy instead of a comprehensive insurance policy.

With regards to the draft Quit Claim Deed prepared by the District's attorneys, the County is asking for the following changes:

Bullet point #2 – Change portion of sentence to read "Grantor shall have the right, but not the obligation, to maintain that portion of the Property located northerly of the north right-of-way line of 267th Street, as reconstructed by Grantee or relocated in the future,"

Bullet point #5 – Change portion of sentence to read "Grantee and its successors are restricted from changing or altering that portion of the property located northerly of the north right-of-way line of 267th Street, as reconstructed by Grantee or relocated in the future..."

Bullet point #7 – Change sentence to read as follows:

Grantee and its successors shall operate the property so as to promote public access to "Lake Delhi" and/or the Maquoketa River.

Lastly, add the underlined verbiage to the seventh paragraph on page two:

To the extent that the following, or any other presently known or unknown liens, restrictions or encumbrances, encumber the property, the Grantor shall defend and hold harmless the Grantee from all costs, damages, fees (including reasonable attorney fees) related thereto:

Chairperson Ries asked if County Attorney John Bernau had any other concerns regarding the quit claim deed or the 28E agreement. Mr. Bernau stated that he felt comfortable with the changes that were recommended today.

A tentative work session was scheduled for Friday, January 17, 2014 at 10:00 am to meet with the Lake District Trustees regarding the 28E agreement and property transfer. If everyone is agreeable to the newly revised agreement and deed of transfer, the work session will be cancelled.

There being no further business before the Board, the work session was closed at 12:00 pm (noon).

These minutes have been read and approved.

/S/ Jerry Ries, Chairperson

/S/ Carla K. Becker, Auditor

STATE OF IOWA)
) Ss:
DELAWARE COUNTY)

January 17, 2014
Manchester, Iowa
10:00 a.m.

The Delaware County Board of Supervisors met in work session this date at 10:00 a.m. with all members present. Also present were Steve Leonard, Larry Peter, Eve Peter, John Bernau, Bob Hatala (via telephone), Anthony Bardgett and Carla Becker. There were no members of the media was present. Chairperson Ries called the meeting to order.

Steve Leonard, Lake District President, updated the Board on the District's last meeting. According to Mr. Leonard, the Corps of Engineers will be signing the federal permit early next week. From there it will go directly to SHIPPO for approval. They anticipate receiving the approved federal permit by the end of this month.

Bob Hatala, General Counsel for the Lake District, requested the following verbiage change for Sections 6.5 and 9.5:

6.5 Real Property. Project property shall be administered subject to the provisions of this Agreement, and shall remain with the District or other political subdivision of the State of Iowa after termination of this Agreement, except as otherwise stated in this Agreement.

9.5 Liability and Property Damage Insurance. During and following construction of the Project, the District shall procure and maintain in full force a general liability insurance policy for damages for personal injury, death or property damage with minimum liability limits of \$1 million for personal injury or death of each person and \$2 million for personal injury or deaths of two or more persons in each occurrence, and in a minimum amount of \$1 million for damage to property resulting from each occurrence.

There was no opposition to these changes.

There being no further items before the Board, Chairperson Ries closed the work session at 10:10 am.

These minutes have been read and approved.

/S/ Jerry Ries, Chairperson

/S/ Carla K. Becker, County Auditor

STATE OF IOWA)
) Ss:
DELAWARE COUNTY)

January 21, 2014
Manchester, Iowa
8:15 am

The Delaware County Board of Supervisors met in regular session this date at 8:15 am with all members present. Also present were, Elise Bergan, Bruce Schneider, Laurie Kramer, Steve Leonard, Anthony Bardgett, Carla Becker, and two (2) members of the media. Chairperson Jerry Ries called the meeting to order.

Motion made by Madlom, second by Helmricks and carried to approve the minutes from the January 13, 2014 regular session and the January 15 and 17, 2014 work sessions. All Ayes

Motion made by Helmricks, second by Madlom and carried to approve the following employees to attend their respective out-of-county meetings: Shirley Helmricks to attend the BDF meeting in Independence on January 21, 2014; Jeff Madlom, Shirley Helmricks and Anthony Bardgett to attend the RPA meeting in Dubuque on January 23, 2014; and Jerry Ries to attend the RC&D meeting in Maquoketa on January 22, 2014. All Ayes

There were no claims submitted for consideration of payment at today's meeting.

There were no "Applications for Approval of Underground Construction on Delaware County Right-of-Way" submitted for consideration at today's meeting.

Motion made by Helmricks, second by Madlom and carried to acknowledge receipt of a manure management plan updates from Craig Wilgenbusch, CW Pork in Buchanan County and Kenneth Wilgenbusch also in Buchanan County as well as a new permit application filed by Ron and Arlene Wulfekuhle, Classic Pork LLC, to construct a facility in Section 25 of Adams Township. Said facility will have an animal unit capacity of 1,853.6 and will require further action by the Board. All Ayes

Motion made by Helmricks, second by Madlom to approve the 28E Agreement between Delaware County and the Lake Delhi Combined Recreational Facility and Water Quality District. Steve Leonard, President of the District, stated that the Lake District Trustees met last night and approved the 28E Agreement and the transfer of the Turtle Creek Cove property to the County. Supervisor Ries stated that he is still not in agreement with the cost sharing of the public access improvements at the Turtle Creek Cove and will not vote for the agreement because of that fact.

Ayes: Madlom and Helmricks

Nay: Ries

Motion carried two (2) votes to one to approve the 28E Agreement as follows:

28E AGREEMENT

This 28E AGREEMENT (the "Agreement") is entered into this 21st day of January, 2014, by and between the Lake Delhi Combined Recreational Facility and Water Quality District (the "District") and the County of Delaware, Iowa (the "County").

WHEREAS, the District is a combined recreational facility and water quality district organized and existing under Chapter 357E of the Code of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E, as amended; and

WHEREAS, the County is a municipal corporation organized and existing under the laws of the State of Iowa and is a public agency as defined in Iowa Code Chapter 28E, as amended; and

WHEREAS, public agencies may enter into an agreement for joint and cooperative action pursuant to Iowa Code Chapter 28E, as amended; and

WHEREAS, certain parts of the District were severely damaged or destroyed during a disaster as defined in Iowa Code Section 292C.2; and

WHEREAS, the County wishes to make one or more grants to the District in order to provide financial assistance for a portion of the redevelopment of the Lake Delhi site damaged during the disaster, consisting of the construction, restoration and improvement of the spillway facilities located within both the District and the County; and

WHEREAS, the District and the County desire to enter into an agreement under Chapter 28E, for the purpose of defining their respective rights and obligations in connection with the overall redevelopment project at Lake Delhi, consisting of the construction, restoration and improvement of the dam and spillway and the construction of certain public amenities, the sum of which the parties have jointly determined is of mutual benefit to the District and the County.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged by the parties, the District and the County hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to facilitate the joint exercise of the parties' respective powers to construct, restore and rebuild a dam and spillway located within both the District and the County, and to provide public recreational facilities for the use and enjoyment by the constituencies of both parties.
2. **GOVERNANCE/ADMINISTRATION.** No separate legal or administrative entity shall be created for the governance or administration of the terms or subject matter of this Agreement. No joint board shall be established. This Agreement will be administered by the Board of Trustees of the District, on behalf of the District, and the Board of Supervisors of the County, on behalf of the County.
3. **PROJECT.** The project shall consist of constructing, restoring, replacing and improving the dam and spillway facilities located within both the District and the County (the "Project"). Plans for the Project are attached hereto as Exhibit A. The cost of the Project is expected to be approximately \$15.3 million.
4. **DURATION.** This Agreement becomes effective when approved by the Board of Trustees of the District and the Board of Supervisors of the County, and is electronically filed with the Secretary of State of Iowa, in accordance with the provisions of Iowa Code Section 28E.8 (2013). This Agreement shall remain in effect until it is terminated pursuant to a mutual agreement of the Parties, or is terminated earlier in accordance with the terms of this Agreement.
5. **FINANCING.** For and in consideration of the obligations being assumed by the District hereunder, and in furtherance of the goals and objectives of this Agreement, subject to Section 6 hereof, the County agrees to make grant payments to the District ("Grant Payments") throughout construction of the Project as outlined in this Section 5.
 - 5.1. The County shall make Grant Payments to the District for a portion of the Project costs arising out of the repair, restoration and improvement of the spillway located at Lake Delhi, with the County's contribution not to exceed \$2,999,999.
 - 5.2. Until \$2,999,999 has been paid in aggregate, and upon receipt of an invoice for costs associated with the spillway portion of the Project that has been approved and paid by the Board of Trustees for the District, the County shall make a Grant Payment equal to 50% of each invoice amount. The District shall submit to the County invoices for costs associated with the spillway within forty-five (45) days of the District's payment of such invoice. The County shall make payment to the District of 50% of each invoice within thirty (30) days of the County's receipt of request for reimbursement. Grant payments shall not begin until the District has filed approved Phase I and Phase II DNR permits and local flood plain permits for the Project with the Board of Supervisors. In addition, the County will, on a one-time basis, consider requests for reimbursement from the District for expenses incurred prior to the effective date of this Agreement. In order to qualify for reimbursement for expenses already incurred, the District must submit to the County such invoices within 45 days of receiving said permit approvals for the Project from the DNR and local officials.
 - 5.3. The District agrees that it will cause the Project to be constructed in conformance with the Plans attached as Exhibit A in order to receive the Grant Payments provided for in this Section.
6. **CONDITIONS TO GRANT PAYMENTS.**
 - 6.1. **Public Amenities.** In consideration for the Grant Payments to be made under this Agreement, the District agrees that in connection with the Project, the District shall reimburse the County for a portion of the costs incurred by the County in constructing certain public amenities as described in the plans and cost estimate attached to this Agreement as Exhibit B ("Public Amenity Improvements").

The cost to construct the Public Amenity Improvements shall be shared by both the District and the County. The District agrees to pay 50% of each invoice for net costs paid by the County which are associated with the Public Amenity Improvements submitted to the District by the County for reimbursement, up to a maximum amount not to exceed \$350,000. The District shall reimburse the County for such invoices within 30 days of receipt from the County.

The County will not use any bonds or finance issuance pursuant to Iowa Code Section 331.441 for payments made for the Public Amenity Improvements pursuant to this Section 6.1.

- 6.2. Usage of Public Amenities. It is intended by both parties that the public amenities described in Section 6.1 above shall be made available for public use and free to all persons.
- 6.3. Signage. Signage regarding public access shall reflect the joint investment made by the District and the County, and will be agreed to by both parties.
- 6.4. Trail. A further consideration for the Grant Payments, the District agrees that as part of the Project it shall construct a trail which allows portage of canoes, kayaks, and inflatable craft so that recreational users can bypass Lake Delhi dam and spillway while using the Maquoketa river trail.
- 6.5. Real Property. Project property shall be administered subject to the provisions of this Agreement, and shall remain with the District or other political subdivision of the State of Iowa after termination of this Agreement, except as otherwise stated in this Agreement.
- 6.6. Transfer of Turtle Creek Cove. In consideration of the County's obligations hereunder, the District shall transfer to the County and the County shall accept from the District those certain parcel(s) of real property which are legally described on Exhibit C attached hereto (Turtle Creek Cove), together with all easements, tenements, hereditaments, and appurtenances belonging thereto and all buildings, structures, and other improvements erected or placed at Turtle Creek Cove, on the following terms and conditions:
 - 6.6.1. The District shall deliver to the County a duly recordable, Quit Claim Deed for Turtle Creek Cove (upon terms and conditions, and in the form attached as Exhibit D to this Agreement, which such terms and conditions are herein incorporated by this reference) conveying to the County marketable fee simple title to Turtle Creek Cove and all rights appurtenant thereto, subject only to the encumbrances acceptable to the County.
 - 6.6.2. The Closing on Turtle Creek Cove shall take place as soon as reasonably possible, but in no event later than January 21, 2014.
 - 6.6.3. Until the transfer of Turtle Creek Cove, the District shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to Turtle Creek Cove and any and all persons, and all property from and connected to Turtle Creek Cove.
 - 6.6.4. The District warrants that, to the best of its knowledge and except as would be expected to have a material adverse effect, the District is not in violation of, in connection with its ownership, use, maintenance or operation of Turtle Creek Cove, any applicable federal, state, county, or municipal or local statutes, laws, regulations, rules, ordinances, codes, standards, orders, licenses and permits of any governmental authorities relating to environmental matters (being hereinafter collectively referred to as the Environmental Laws) or any other applicable environmental standards or requirements. The District agrees to hold the County harmless from any and all claims, actions, or liability that may arise from an environmental contamination issue at Turtle Creek Cove that arose or arises prior to closing. Without limiting the foregoing, this warranty and hold harmless agreement shall include any substances in the air, soil or groundwater coming within the definition of hazardous waste or substances, pollutants or contaminants under any state or federal or local law, rule or regulation, including without limitation asbestos and polychlorinated biphenyls, or the presence of any underground storage tanks or contamination of any kind. The representations, warranties and hold harmless provisions set forth in this Section 6.6.4. shall survive the closing for a period of three (3) years.
- 6.7. Public Bidding. In order to be eligible for the Grant Payments described in this Agreement, the District shall comply with Chapter 26 of the Iowa Code, as amended, and any other state or federal laws, rules and regulations that may apply with respect to construction of the Project.
- 6.8. Construction. The District shall be responsible for administering construction of the Project to completion, including, but not limited to:
 - 6.8.1. Providing a contact person responsible for coordinating and facilitating dissemination of information regarding the Project to the County as reasonably requested by the County;
 - 6.8.2. Securing up-front financing for the Project and the District's expense portion of the Public Amenity Improvements, by providing to the County proof, in the form of one or more binding firm commitments, of financing for acquisition of the land, construction and engineering costs.
 - 6.8.3. Processing and paying the invoices associated with construction of the Project and maintaining a budget for the Project.
7. REPRESENTATIONS AND WARRANTIES.
 - 7.1. Authorization. Each party to this Agreement represents and warrants to the other that:
 - 7.1.1. It has the right, power, and authority to enter into and perform its obligations under this Agreement.
 - 7.1.2. It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Agreement; and this Agreement constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.
 - 7.2. Compliance with Laws. The District will comply with all state, federal and local laws, rules and regulations relating to the construction and operation of the Project and will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals necessary to construct the Project. Neither party shall, at any time or times during the Agreement, conduct or permit any activities on or in the Project area which shall violate any federal or state constitutional, regulatory or statutory provisions and any local ordinances or policies, as applicable. If the District violates any provision of this Section 7.2, the County shall have no obligation to make any further Grant Payments to the District.
8. MAINTENANCE AND REPAIR. Upon completion of the Project, the routine maintenance, operation, repair and replacement costs associated therewith shall be the responsibility of the District. If ownership of the Public Amenity Improvements or any part thereof is transferred by the District to the County, then either the County or the Delaware County Conservation Board shall be responsible for any ongoing maintenance of the Public Amenity Improvements owned by the County including the dredging of Turtle Creek Cove and maintenance of any water shed silt catch basin(s). This provision shall survive the termination of this Agreement.
9. INSURANCE, INSPECTIONS AND IMPROVEMENT FUND.
 - 9.1. Property Casualty Coverage. During construction of the Project the District shall insure alterations, additions, and improvements. The insurance shall be special perils coverage, or at a minimum provide coverage against all of the following losses: loss or damage by flood, fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft and vehicles, and smoke damage, in amounts equal to not less than 100% of the full insurable value of the Project agreed upon by mutual parties. The term "full insurable value" shall mean the actual replacement cost, without deduction for physical depreciation of the Builder's Risk value.
 - 9.2. Dam Inspection. Following construction of the Project, the District will cooperate with the Department of Natural Resources (DNR) to conduct an inspection of the dam with such frequency as determined necessary by the DNR. In the event that the DNR does not conduct an inspection at least every 5 years, the District, at its sole expense, shall hire a professional engineer with experience in dams to inspect the dam. All inspection reports shall include a summary of the findings of the inspection and list any defects identified. The District shall provide copies of all dam inspection reports with the Delaware County Board of Supervisors within 30 days of receipt. The District shall promptly remedy any defects noted in the inspections, including any follow-up directives for repairs or further investigations. The District shall provide the County with reasonable timeframes for completion of all defects and follow-up items noted, and shall use diligent efforts to comply with the timelines.
 - 9.3. Inspection Reports. The District shall keep a permanent file containing all inspection records throughout the existence of the dam, including records of all actions take to correct deficiencies found in such inspections.

- 9.4. **Improvement Fund.** The District will maintain a fund to be known as the Lake Delhi Dam and Spillway Improvement Fund (the "Improvement Fund"). The minimum amount to be deposited in the Improvement Fund each year shall be \$10,000 (beginning with fiscal year 2016-2017); provided, however, that when the amount of said deposits in said fund shall equal or exceed \$150,000, no further monthly deposits need be made into the Improvement Fund except to maintain it at such level. Money in the Improvement Fund shall be used solely for the purpose of paying the cost of extraordinary maintenance expenses or repairs to the dam or spillway. Whenever it shall become necessary to use money in the Improvement Fund, the payments required above shall be continued or resumed until the Improvement Fund shall have been restored to the required minimum amount. The Improvement Fund shall not be used to cover operating expenses or discretionary capital improvements, but shall instead be used only to cover repairs and maintenance as indicated in the DNR or private engineer inspection reports as required under Section 9.2 hereof, or an unexpected casualty loss to the dam or spillway.
- 9.5. **Liability and Property Damage Insurance.** During and following construction of the Project, the District shall procure and maintain in full force a general liability insurance policy for damages for personal injury, death or property damage with minimum liability limits of \$1 million for personal injury or death of each person and \$2 million for personal injury or deaths of two or more persons in each occurrence, and in a minimum amount of \$1 million for damage to property resulting from each occurrence.
- 9.6. **Insurance Proceeds.** If proceeds of insurance received by the District from the policies described in this Section are sufficient to repair and rebuild the Insured Premises either to substantially the same condition that they were in before the damage or destruction or to a condition which will be acceptable to County, then District shall use such proceeds to repair, rebuild and replace the Insured Premises.
- 9.7. **Other Insurance Provisions.** All insurance provided for in this section shall be effected under valid and enforceable policies issued by companies of recognized responsibility. The policies required under this section shall name the County as an additional insured and shall provide for at least thirty (30) days notice to the County before cancellation, for at least one year following completion of the Project. On the execution of this Agreement, originals of the policies, or certificates of the same issued by the respective insurers, shall be delivered to the County. The District shall not violate, or permit to be violated, any of the conditions or provisions of any policy, and shall so perform and satisfy the requirements of the companies writing the policies that at all times companies of recognized standing shall be willing to write and continue the insurance. This Section shall survive the termination of this Agreement.
10. **INDEMNIFICATION.** To the extent authorized by law, the District agrees to indemnify and to hold the County, its elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the County, its successors and assigns, may incur or sustain a) by reason of the District's breach of this Agreement or failure to legally or timely meet the responsibilities imposed herein, or b) from claims or actions for bodily injury, death, sickness, property damage, or other injury or damage arising in connection with the Project and the Public Amenity Improvements (but with respect to claims arising in connection with the Public Amenity Improvements, only those claims arising during the District's ownership of the Public Amenity Improvements).
11. **TERMINATION.**
- 11.1. **With Cause.** In the event that either party determines that the other party has defaulted in the performance of its obligations hereunder, the non-defaulting party may declare that a default has occurred and give notice thereof to the defaulting party. Notice shall specify the nature of the default and the provisions of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have thirty (30) days from the date of its receipt by Certified Mail of the notice of default to correct the default. If at the end of said thirty (30) day period the default has not been corrected, the non-defaulting party may thereupon immediately terminate the Agreement without further notice.
- 11.2. In the event of termination, both parties shall be relieved of all further obligations or duties beyond the date of termination, but neither party shall be relieved of its duties and obligations under this Agreement through the date of termination. No partial termination (terminating a portion of the Agreement while retaining other portions) of this Agreement shall be permitted.
12. **DEFAULT.**
- 12.1. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement.
- 12.1.1. Failure to observe and perform any covenant, representation, warranty, condition, or obligation created under the Agreement; or
- 12.1.2. Failure to make substantial and timely progress toward performance of the Agreement.
- 12.2. The following shall constitute default of the District of its obligations under this Agreement:
- 12.2.1. Failure by the District to cause the construction of the Project to be completed and the operations to continue pursuant to the terms and conditions of this Agreement; or
- 12.2.2. Transfer of the Districts' interest in the Project or the Public Amenity Improvements or any interest in this Agreement, except with respect to transfer of all or a portion of the Public Amenity Improvements to the County; or
- 12.2.3. The District shall (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or (ii) make an assignment for the benefit of its creditors; or (iii) admit in writing its inability to pay its debts generally as they become due; or (iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the District as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the District or the Insured Premises, or part thereof, shall be appointed in any proceedings brought against the District, and shall not be discharged within ninety (90) days after such appointment, or if the District shall consent to or acquiesce in such appointment; or
- 12.3. The holder of any mortgage on the Project, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.
13. **REMEDIES.**
- 13.1. **Remedies.** Should either party default on its obligations under this Agreement, the other party may:
- 13.1.1. suspend its performance under this Agreement until it receives assurances from the defaulting party, that the defaulting party will cure the default and continue its performance under this Agreement;
- 13.1.2. terminate this Agreement;
- 13.1.3. take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the defaulting party, as the case may be, under this Agreement.
- 13.2. **No Remedy Exclusive.** No remedy herein conferred upon or reserved is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- 13.3. **No Implied Waiver.** In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.
14. **DISPUTE RESOLUTION.** The parties agree that any and all actions arising out of or in connection with this Agreement or the Project shall be governed by the laws of the State of Iowa and shall be brought in the Iowa District Court for Delaware County.

15. **NO JOINT VENTURE OR OBLIGATION.** The obligations of the District and the County under this Agreement are separate obligations and are not joint obligations. No joint venture is intended or created by this Agreement.
16. **NOTICES.** All notices which the parties are authorized or required to give pursuant to this Agreement shall be mailed by Certified Mail or personally delivered to the individuals and at the addresses identified below:

If to Lake Delhi Combined Recreation and Water District:

Lake Delhi Combined Recreation Facility and Water Quality District
Lake Delhi District Trustees
712A 3rd Street
Delhi, IA 52223

If to County of Delaware, Iowa:

County of Delaware, Iowa
Attn: Board Chairperson
301 E Main Street
Manchester, Iowa 52057

ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and supersedes any and all previous agreements between the parties concerning this Project.

17. **AMENDMENT.** This Agreement may be amended at any time only by mutual written agreement of the parties.
18. **BINDING EFFECT.** The terms and conditions of this Agreement shall extend to and be binding upon the successors in interest of the respective parties hereto.
19. **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of both parties, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
20. **SEVERABILITY.** If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.
21. **ASSIGNMENT.** Neither the District nor the County shall assign its interests under this Agreement without the prior written consent of the other party.

22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original. IN WITNESS WHEREOF, the District and the County have caused this Agreement to be approved by resolutions of their respective governing bodies and have caused this Agreement to be duly executed on their behalf by their duly authorized representatives on the date first written above.

LAKE DELHI COMBINED RECREATIONAL FACILITY AND WATER QUALITY DISTRICT

By: /S/ Steve Leonard, Board President

By: /S/ Laurie Kramer, Board Treasurer

COUNTY OF DELAWARE, IOWA

By: /S/ Shirley E. Helmrichs, Board Vice-Chairperson

By: /S/ Carla K. Becker, County Auditor

EXHIBIT A

Lake Delhi Dam Rebuild Project - 2014

The Lake Delhi Dam Rebuild Project will restore Lake Delhi to its original lake level by rebuilding the 2010 breached earthen dike as well as repairing and modernizing the original concrete structure constructed in 1928 by Interstate Power Co. The rebuild project plan is anticipated to be completed in two separate phases.

In general, Phase 1 work is all construction on the current concrete structure as well as the north dike connecting the concrete structure to the north embankment. Two new small cofferdams will be built, one upstream and the other downstream so that excess materials can be removed on both sides of the concrete structure. Phase 1 major components of work includes demolition of the north dike, demolition of the three original spillway gates, demolition of the obsolete mechanical and electrical systems within the concrete structure, rebuilding the four concrete piers to house three new modern spillway gates including their mechanical and electrical systems, concrete surface repair of the entire structure, rebuilding of the north dike wall, fencing, and all mechanical and electrical systems to control water flows through the dam, either automatically, semi automatically or manually.

In general, Phase 2 work is all construction on the south side of the current dam, which was lost in the breach. This work includes building the main cofferdam on the upstream side to divert the river through the restored concrete structure's spillway gates once they are ready, demotion of the existing south dike that currently remains, construction of the new south dike, construction of the new concrete labyrinth spillway and stilling basin, and all required safety equipment for the new spill-way. Also included is a stop log structure to help with floating debris removal from the river during times of the year when this is a problem.

Estimated Cost of Dam/Spillway Project as of 1/14/2014

Construction only COST Phase 1	\$4,426,000
Construction only COST Phase 2	\$6,812,500
Budget for: Expected Contingencies, Engineering Costs of Phase 1/Phase 2, Onsite Engineering support for Phase 1/Phase 2, Property Acquisition, Public Access, US Army Corp. of Engineers Mitigation expenses, District Overhead/Operating Expenses.	\$4,060,100
Total Estimated project of Dam/Spillway	\$15,298,510
Turtle Creek Cove Budget (Maximum Allocated)	<u>\$350,000</u>
Total	\$15,648,510

Note: Estimated Costs shown do not reflect Lake Bed Dredging, Lake Bed Clean-up/ Tree Mitigation.

Estimated Source of Funds:

State Allocation for Studies	\$350,000
State Allocation	\$2,500,000
State Allocation	\$2,500,000
Lake District General Obligation Bonds	\$6,000,000
Delaware County	\$2,999,999
Community Fund to Rebuild Lake Delhi Cash	\$700,000
Community Fund to Rebuild Lake Delhi pledges	<u>\$1,000,000</u>
Total	\$ 16,040,000

**EXHIBIT B
Public Amenity Improvements at Turtle Creek Park**

Proposed Project Description

To aid in better public access at the Turtle Creek Park area, Delaware County will replace the bridge on 267th Street at Turtle Creek Park and realign the road. The elevation of the new bridge will be increased from the elevation of the old bridge to where water craft will be able to access the main channel of the lake much easier. The bridge and road will also be wider which will allow more efficient flow for two way traffic.

A double lane concrete boat ramp at no more than 12% to 14% slope will be installed on the eastern side of Turtle Creek Cove. Approximately 1.5 acres near the eastern ramp will be cleared, shaped, and graded to construct a rock based truck and trailer parking area, with no more than 2 1/2 % slope. Two (2) courtesy docks will be purchased and installed at the eastern boat ramp. A walking trail portage will be constructed from the parking area to the water and boat docks. One pit toilet building will be constructed with public handicap accessible access near the parking lot and east boat ramp. Approximately 10,000 cubic yards of silt material will be removed from the cove to provide boat access to deeper lake waters and the main channel of the Maquoketa River. The single lane boat ramp access at the West Turtle Creek Park will continue to be maintained for canoes and small watercraft. A beach area will be constructed on either the west or east side of the cove. If located on the west side of said cove, a second handicapped accessible pit toilet building will be constructed near said beach.

Cost of Items for Amenities

Boat Ramp	\$26,125
Parking	\$16,500
Restrooms (2)	\$36,000
Courtesy Dock	\$8,000
Dredging of Cove	\$44,500
Beach Area	\$6,000
Fish Access	\$0.00
Silt Catch Basins	\$36,000
Total	\$173,125

Anticipated to be Eligible for Marine Fuel Tax Grant

Boat Ramp	\$26,125
Parking	\$16,500
Restrooms (1)	\$18,000
Courtesy Dock	\$8,000
Dredging of Cove	\$44,500
Beach Area	Not Eligible
Fish Access	Not Eligible
Silt Catch Basins	Not Eligible
Total	\$113,125

Cost Share 75% DNR	\$84,843.75
Cost Share 25% County	\$28,281.25

Road and Bridge Expenditures	<u>\$396,780.10</u>
Total Cost	569,905.10

Less Projected Grant Receipts	<u>-\$84,843.75</u>
Net cost of Project	485,061.35

Proposed County 50%	\$242,530.68
Proposed District 50%	\$242,530.67

EXHIBIT C

Parcel 2013-35 Part of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), part of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼), Part of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), and part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼), all in Section Twenty Five (25), Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2013, Page 1676.

EXHIBIT D

Prepared By:

Information Matthew J. Hektoen 115 3rd St. SE, Suite 1200, Cedar Rapids, IA 52401 319-366-7641

Return / Send Tax Statement to:

Information: Delaware County Auditor's Office, Attn: Carla Becker, 301 E. Main Street, Manchester, IA 52057.

QUIT CLAIM DEED

For One Dollar (\$1.00) and other valuable consideration, and on this ___ day of January 2014 (the "*Effective Date*") LAKE DELHI COMBINED RECREATIONAL FACILITY AND WATER QUALITY DISTRICT, does hereby Quit Claim to the COUNTY OF DELAWARE, IOWA, all our right, title, interest, estate, claim and demand in the following described real estate in Delaware County, Iowa:

Parcel 2013-35 Part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), and part of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), all in Section Twenty Five (25), Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2013, Page 1676 of the records of the Delaware County, Iowa Recorder (the "*Property*")

This is a deed without consideration, no Declaration of Value Statement or Groundwater Hazard Statement is required under 428A.2(21).

The conveyance of the above described real estate is subject to the following restrictions, covenants, easements and reversionary rights:

- 1) An easement for the benefit of Parcel L, Part of "Tract No. 4" (Plant Site), Part of the SW ¼ of the NW ¼ of Section 29, and Part of the SE ¼ of the NE ¼, Section 30, all of T88N, R4W of the Fifth P.M., Delaware County, Iowa, according to the Plat recorded in Book 7 Plats, Page 213 (the "*Dam Site*") for water flowage in, over, upon, through or below the Property together with all rights and privileges incident to the use and enjoyment of said easement, and for the permanent impoundment of water; and
- 2) Grantor shall have the right, but not obligation, to maintain that portion of the Property located northerly of the north right-of-way line of 267th Street, as reconstructed by Grantee or relocated in the future, including the right to re-grade, remove silt and other soils and dredge the Property irrespective of whether water has been impounded or retained over the Property; and
- 3) An easement for the benefit of the owner of the Dam Site to temporarily inundate the Property with waters impounded by or released from the Dam Site or any other structure now constructed or constructed in the future on the Dam Site; and
- 4) Grantee and its successors are restricted from changing or altering that portion of the Property located northerly of north right-of-way line of 267th Street, as reconstructed by Grantee or relocated in the future, without the prior written permission from Grantor;
- 5) Grantee and its successors shall take no action to convert the Property to a "Private Business Use" as defined by the Internal Revenue Code Section 141(b), as amended; and

- 6) Grantee and its successors shall operate the Property so as to promote public access to "Lake Delhi" and/or the Maquoketa River.

In the event Grantee or its successors breaches the covenants set forth in Sections 4, 5 and 6 above, Grantor may provide a written notice to Grantee or its successors of said breach whereupon Grantee or its successors shall have ninety (90) days to remedy said breach. In the event said breach is not remedied within said timeframe, fee simple title to the Property shall revert to the Grantor. To the extent that the following, or any other presently known or unknown liens, restrictions or encumbrances, encumber the Property as of the Effective Date, the Grantor shall defend and hold harmless the Grantee from all costs, damages, fees (including reasonable attorney's fees) related thereto:

- a) Case Number LNCV 007172, Delaware County, (Dave's Complete Construction v. LDRA);
- b) Case Number LNCV 007194, Delaware County, (Dave's Complete Construction v. LDRA);
- c) Case Number LNCV 007173, Delaware County, (Stahlberg v. LDRA); and
- d) Case Number LNCV 007500, Delaware County, (Modern Hydro v. LDRA).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

LAKE DELHI COMBINED RECREATIONAL FACILITY AND WATER QUALITY DISTRICT

By: Steve Leonard, Board President

COUNTY OF DELAWARE, IOWA

By: Shirley E. Helmrichs, Board Vice-Chairperson

By: Carla K. Becker, County Auditor

Motion made by Madlom, second by Ries and carried to accept the transfer of the Turtle Creek Cove property from the Lake Delhi Combined Recreational Facility and Water Quality District Trustees to Delaware County subject to the rights and reservations described in Exhibit D within the approved 28E Agreement between the two (2) parties. Said property being legally described as follows:

Parcel 2013-35 Part of the Northeast Quarter (NE ¼) of the Southwest Quarter (SW ¼), part of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼), part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), and part of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼), all in Section Twenty Five (25), Township Eighty-Eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2013, Page 1676 of the records of the Delaware County, Iowa Recorder
All Ayes

Motion made by Helmrichs, second by Madlom and carried to approve the County to act as Fiscal Sponsor for the Edgewood Cemetery Association to apply for \$3,728 of grant monies from the Future Foundation of Delaware County for the removal of six (6) unstable trees in the cemetery. All Ayes

Motion made by Madlom, second by Helmrichs and carried to approve the final plans for the 301st Ave Bridge replacement project (BROS-C028(84)--8J-28). The state letting for this fiscal year 15 project is scheduled for an April 15, 2014. Funding for the project will be 80% federal aid and 20% local funding. All Ayes

ENGINEER'S REPORT

None

NEXT MEETING

The next regular session will be held on Monday, January 27, 2014.

PUBLIC COMMENTS

Steve Leonard thanked the Board members for their support of the lakes return. He stated that the District is happy to partner with Delaware County to make the Lake Delhi recreational facility so much better.

Motion made by Helmrichs, second by Madlom and carried to adjourn the meeting at 8:34 am. All Ayes

These minutes have been read and approved.

/S/ Jerry Ries, Chairperson

/S/ Carla K. Becker, County Auditor

STATE OF IOWA)
) Ss:
DELAWARE COUNTY)

January 22, 2014
Manchester, Iowa
1:30 p.m.

The Delaware County Board of Supervisors met in work session this date at 1:30 p.m. with Chairperson Jerry Ries and Board Member Jeff Madlom present. Supervisor Shirley Helmrichs was absent. Also present were Garlyn Glanz, Barry Smith, Gary Engelken, Ted Bohnenkamp, JoEllen Holtorf, Willard Hawker, Doug Hawker, Craig Davis, Anthony Bardgett, Randy Rattenborg, Nathan Hoogeveen, Dan Kirby, Ryan Wicks, Steve Duncan and Anne Rave. No media was present. Chairperson Ries called the meeting to order.

Chairperson Ries recognized County Engineer Anthony Bardgett to speak in regards to the restoration of the Maquoketa River at the Quaker Mill Pond area. Mr. Bardgett stated that they are currently at the conceptual stage of this process. A \$252,000 Department of Natural Resources grant was received for this project, with a 50/50 cost share. The purpose of this session today is to open up the floor for discussion, and hear comments from local residents, along with a presentation from Nate Hoogeveen, with the Iowa DNR Land and Water Bureau. At this point, Mr. Bardgett turned the floor over to Mr. Hoogeveen.

Mr. Hoogeveen stated that the DNR has had long-term discussions regarding this project with Willard Hawker, owner of the Quaker Mill Dam and property near the dam. Mr. Hoogeveen went on to give a summary and the history of the Quaker Mill Dam and Pond area. He then presented a power point presentation to those present, addressing the goals of the project and providing photos of the area.

The project goals are to:

- Restore the flow of water through the Quaker Mill Dam area, and develop flow under appropriately-designed bridge.
- Reduce flood potential for homes upstream of impoundment.
- Stabilizing and restoring the stream channel, and normalizing sediment transport.
- Restore river and wetland habitats upstream in impoundment, and upstream and downstream of breach.
- Provide a visually pleasing restoration.
- Improve fishing and recreation as much as possible from current conditions.

Mr. Hoogeveen then addressed the steps involved in reaching those goals:

- Realigning the river to flow under appropriately-designed bridge.
- Lowering the channel bed through the impoundment.
- Restoring river banks with shaping and vegetation.
- Construct an overflow riffle at the dike.
- Restore the wetlands between the dike and Honey Creek.

Mr. Hoogeveen stated that the Quaker Mill Dam is a unique dam and does have historic value. However, it is causing problems in the area. Federal regulations and the permitting process may hold up the project since it is a historic dam. It may be that the dam could be removed, with some of the side structures staying in place.

He stated that dropping the river bed by approximately three (3) feet near the Sunset Beach area is a consideration. Mr. Hoogeveen also talked about the possible vegetation being planted on the restored river banks. There were many concerns brought to his attention as far as what type of vegetation would be planted. He referred the crowd to some slides in his presentation, which showed pictures of various plants/grasses. There was a concern brought up that if the river bed is lowered approximately three (3) feet, and vegetation is planted on the river bank, that residents in the Sunset Beach area probably won't even be able to see the river. Mr. Hoogeveen stated that this type of vegetation would normally only be knee to waist high. He would not recommend mowing the vegetation, as the reason it is there is to help stabilize the bank. He would not see any problem, however, mowing a narrow path from a residence to the water's edge since these are anticipated to be gentle slopes.

Various comments were received from those in attendance. Barry Smith addressed the various problems and expenses he has incurred over the twenty-plus years with his property due to the breaches.

Comments were received from some Sunset Beach residents in attendance that not everyone in their area has the same opinion on this project. There are those that, understanding it may not be realistic anymore, would prefer to have their pond back and have things the way they used to be, accepting the fact that there is always the risk of flooding. Some would like to have access to the river from their residence for recreational purposes.

A question was raised to Mr. Hoogeveen as to what kind of time frame we are looking at for this project and what should citizens be doing? Mr. Hoogeveen stated that the time frame is starting right now. They are hoping to bid the project late next winter, with completion being by late summer/early fall of 2015. It is important to have the area landowners interested in this project. He stated that if some landowners don't want to cooperate with the DNR in this project, they may have to move the river more to the west toward the Hawker property as the Hawkers are willing to work with the DNR.

Mr. Bardgett and Mr. Hoogeveen stressed the importance of the open lines of communication regarding the restoration of the river in the Quaker Mill Pond area. Chairperson Ries commented this was an informative session, and looks forward to more in the future.

There being no further business before the Board, the work session was closed at 3:00 p.m.

These minutes have been read and approved.

/S/ Jerry Ries, Chairperson

/S/ Anne Rave, Deputy Auditor