



**Matt Schultz**  
**Secretary of State**  
**State of Iowa**

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

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7/2/2012 4:01:21 PM

**PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM**

**Item 1.** The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Black Hawk County	County	Black Hawk
Party 2	Bremer County	County	Bremer
Party 3	Butler County	County	Butler
Party 4	Chickasaw County	County	Chickasaw
Party 5	Floyd County	County	Floyd

*\*Enter "Other" if not in Iowa*

**Item 2.** The type of Public Service included in this agreement is: 560 Planning  
 (Enter only one Service Code and Description) Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 To establish a Watershed Management Authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved.

**Item 4.** The duration of this agreement is: *(check one)*  Agreement Expires \_\_\_\_\_  Indefinite Duration  
 [mm/dd/yyyy]

**Item 5.** Does this agreement amend or renew an existing agreement? *(check one)*  
 **NO**  
 **YES** Filing # of the agreement: \_\_\_\_\_  
 (Use the filing number of the most recent version filed for this agreement)  
 The filing number of the agreement may be found by searching the 28E database at: [www.sos.state.ia.us/28E](http://www.sos.state.ia.us/28E).

**Item 6.** Attach two copies of the agreement to this form if not filing online.

**Item 7.** The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Judkins FIRST Name Susan  
 Title Community Development Specialist Department Community Development Specialist  
 Email sjudkins@msa-ps.com Phone 515-729-6855



**Upper Cedar Watershed Management Improvement Authority Agreement  
Between the Iowa Counties of Black Hawk, Bremer, Butler, Chickasaw,  
Floyd and Worth; the Iowa Cities of Charles City, Colwell, Denver, Floyd,  
Nashua, Northwood, Plainfield, St. Ansgar, Stacyville and Waverly; AND  
THE Iowa Soil and Water Conservation Districts of Black Hawk, Bremer,  
Butler, Chickasaw, Floyd, Mitchell and Worth Counties**

THIS AGREEMENT is entered into pursuant to Iowa Code chapter 28E by and between cities, counties, soil and water conservation districts and cities, to wit: the Iowa Counties of Black Hawk, Bremer, Butler, Chickasaw, Floyd and Worth; the Iowa Cities of Charles City, Colwell, Denver, Floyd, Nashua, Northwood, Plainfield, St. Ansgar, Stacyville and Waverly; and the Iowa Soil and Water Conservation Districts of Black Hawk, Bremer, Butler, Chickasaw, Floyd, Mitchell and Worth Counties; and

WHEREAS, Iowa Code section 466B.22 authorizes two (2) or more political subdivisions, defined as including cities, counties, and soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 watershed, to enter into agreement under Iowa Code chapter 28E to establish a Watershed Management Authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, pursuant to Iowa Code Section 466B.23, a Watershed Management Authority may perform all of the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

and

WHEREAS, the counties of Black Hawk, Bremer, Butler, Chickasaw, Floyd and Worth; the cities of Charles City, Colwell, Denver, Floyd, Nashua, Northwood, Plainfield, St. Ansgar, Stacyville and Waverly; and the Soil and Water Conservation Districts of Black Hawk, Bremer, Butler, Chickasaw, Floyd, Mitchell and Worth Counties deem establishment of the Upper Cedar Watershed Management Improvement Authority, a Watershed Management Authority encompassing all of the Iowa portion of the Upper Cedar Watershed, a Hydrologic Unit Code 8 (HUC 8) watershed, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to Iowa Code chapter 28E for the purpose of establishing the Upper Cedar Watershed Management Improvement Authority to carry out watershed planning and improvements in the Iowa portion of the Upper Cedar Watershed

NOW THEREFORE, it is agreed by and between the parties as follows:

#### SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Counties of Black Hawk, Bremer, Butler, Chickasaw, Floyd and Worth are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 331. Their respective addresses are:

1.2 The Cities of Charles City, Colwell, Denver, Floyd, Nashua, Northwood, Plainfield, St. Ansgar, Stacyville and Waverly are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 364. Their respective addresses are:

1.3 The Soil and Water Conservation Districts of Black Hawk, Bremer, Butler, Chickasaw, Floyd, Mitchell and Worth Counties are each a governmental division of the State of Iowa as defined in Iowa Code section 161A3(6) and a soil and water conservation district established pursuant to Iowa Code section 161A5(1). Their respective addresses are:

#### SECTION 2. PURPOSE.

2.1 The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully plan for and implement watershed improvements within the Iowa portion of the Upper Cedar Watershed, including but not limited to the following activities authorized pursuant to Iowa Code section 466B.22:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.

3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

### SECTION 3. NO SEPARATE ENTITY CREATED.

3.1 No separate legal or administrative entity shall be created by this Agreement.

3.2 A joint board of the participating political subdivisions known as the Upper Cedar Watershed Management Improvement Authority Board (the Board) shall be responsible for coordinating the projects. The Board shall be comprised of one appointee from each county, city and district participating in this Agreement. The Board shall adopt Bylaws governing the administration, development, operation and management of the Upper Cedar Watershed Management Improvement Authority.

3.3 Each participating political subdivision shall be known as a Member. Each Member shall appoint a Director to the Board of the Upper Cedar Watershed Management Improvement Authority.

SECTION 4. DURATION. This Agreement shall be in effect perpetually until terminated pursuant to Section 10.

### SECTION 5. POWERS AND DUTIES.

5.1 The Members shall retain all powers and duties conferred by law and shall assist each other in the exercise of such powers and the performance of this Agreement. Each Member shall be jointly responsible for focusing attention on:

1. Assessing the flood risks in the watershed.
2. Assessing the water quality in the watershed.

3. Assessing options for reducing flood risk and improving water quality in the watershed.

4. Monitoring federal flood risk planning and activities.

5. Educating residents of the watershed area regarding water quality and flood risks.

6. Allocating moneys made available to the authority for purposes of water quality and flood mitigation.

7. Making and entering into contracts and agreements and executing all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

5.2 A Member may accept a specific responsibility to assist in achieving the goals of the watershed management authority, including but not limited to:

1. identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Iowa portion of the Upper Cedar Watershed;
2. serving as fiscal agent for the watershed management authority when funds are received from any source;
3. identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the watershed;
4. identifying the most effective best management practices for water quantity and water quality improvements in the watershed;
5. participating in any educational/outreach programs regarding water quality and flood risks;
6. identifying opportunities for infrastructure development and planning capable of assessing and mitigating water quality in the watershed;
7. providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the parties;
8. securing such financing, including grants, loans and the issuance of bonds or loan agreements, as determined to be necessary or desirable to achieve the objectives of the agreement;
9. coordinating with local wastewater utilities;

10. designing and bidding of projects;
11. administering contracts; and
12. observing construction.

**SECTION 6. MANNER OF FINANCING.** The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds as necessary to support work pursuant to this Agreement.

No action to contribute funds by a Director of the Authority is binding on the Member that he or she represents without official approval by the governing board of that Member. No Member may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

All funds received for use by the Authority shall be held as a special fund by the fiscal agent designated by the Board of Directors of the Upper Cedar Watershed Management Improvement Authority. When funds are provided as a grant or loan directed to a Member of the Authority for a project administered by that Member, the funds shall be retained and administered by that Member.

**SECTION 7. ENTIRE AGREEMENT.**

7.1 This Agreement contains the entire agreement and integrates all of the terms and conditions contained in and incidental to such Agreement. No modifications or waiver of any provision in this Agreement shall be valid unless in writing and signed by all of the parties. If, for any reason, any provisions of this Agreement shall be inoperative, the validity and effect of the other provisions shall not be affected thereby.

7.2 If any provision of this Agreement is found to be invalid by any court, administrative agency or tribunal or competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions hereof.

**SECTION 8. GOVERNING LAW.** This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

**SECTION 9. AMENDMENTS.** This Agreement may be amended at any time by approval from all of the governing boards of the Members of the Authority. All amendments shall be in writing, executed by the authorized representative of each governing board of the Members, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code section 28E.8.

**SECTION 10. TERMINATION.** This Agreement shall terminate upon the mutual agreement of the governing bodies of all Members of the Authority. Upon termination, all property and money then owned by the Authority shall be distributed equally among its members after payment of all debts. Any funds donated under a stipulation limiting their use shall be disbursed consistent with the donor's direction.

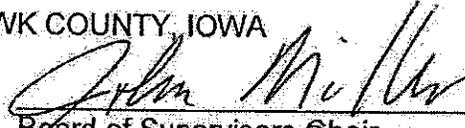
**SECTION 11. EFFECTIVE DATE.** This Agreement shall take effect upon execution by the parties as required by law and filing with the Secretary of State in an electronic format as required by Iowa Code section 28E.8.

**SECTION 12. WITHDRAWAL FROM MEMBERSHIP.** Any Member may withdraw from the Authority by the action of its governing board, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing boards of the remaining Members to the withdrawal is required.

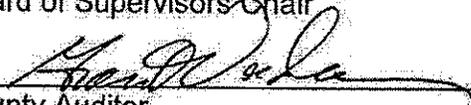
Dated this 27 day of June, 2012.

BLACK HAWK COUNTY, IOWA

BY:

  
Board of Supervisors Chair

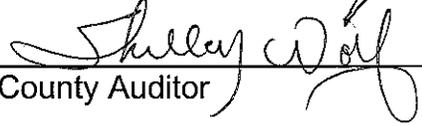
ATTEST:

  
County Auditor

Dated this 25<sup>th</sup> day of June, 2012.

BREMER COUNTY, IOWA

BY:   
Board of Supervisors Chair

ATTEST:   
County Auditor

Dated this 29<sup>th</sup> day of June, 2012.

BUTLER COUNTY, IOWA

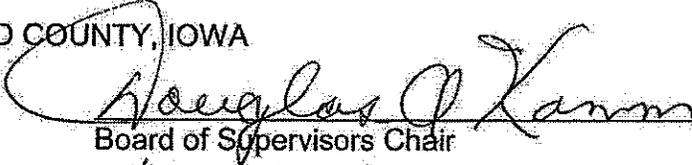
BY: Tom E. Heideworth  
Board of Supervisors Chair

ATTEST: Holly A. Johnson  
County Auditor

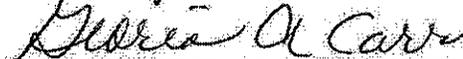
Dated this 26 day of June, 2012.

FLOYD COUNTY, IOWA

BY:

  
Board of Supervisors Chair

ATTEST:

  
County Auditor

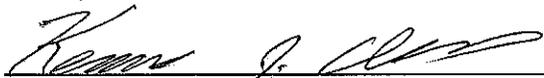
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Dated this 25 day of June, 2012.

WORTH COUNTY, IOWA

BY:   
Board of Supervisors Chair

ATTEST:   
County Auditor

Dated this 22 day of June, 2012.

THE CITY OF CHARLES CITY, IOWA

BY: James A. Erb  
Mayor

ATTEST: Judy O'Donnell  
City Clerk

Dated this 26 day of June, 2012.

THE CITY OF COLWELL, IOWA

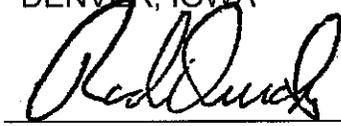
BY: Debra Johnson  
Mayor

ATTEST: Crystal Kodliska  
City Clerk

Dated this 22<sup>nd</sup> day of June, 2012.

THE CITY OF DENVER, IOWA

BY:



Mayor

ATTEST:



City Clerk

Dated this 26<sup>th</sup> day of June, 2012.

THE CITY OF FLOYD, IOWA

BY: *James M. O'Donnell*  
Mayor

ATTEST: *Cleone King*  
City Clerk

Dated this <sup>th</sup> 29 day of June, 2012.

THE CITY OF NASHUA, IOWA

BY: John D. Shupe  
Mayor

ATTEST: Rebecca A. Neil  
City Clerk

Dated this 20<sup>th</sup> day of June, 2012.

THE CITY OF NORTHWOOD, IOWA

BY:

Randy J. Severson  
Mayor

ATTEST:

Donna Tynell  
City Clerk

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Dated this 29<sup>th</sup> day of June, 2012.

THE CITY OF PLAINFIELD, IOWA

BY:

Clyde Bolwig  
Mayor Pro-tem

ATTEST:

BRITNEY A. LENTZ  
City Clerk

Dated this 25<sup>th</sup> day of June, 2012.

THE CITY OF ST. ANSGAR, IOWA

BY: *David W. Tolleson*  
Mayor

ATTEST: *Diane Collier*  
City Clerk

Dated this 25 day of June, 2012.

THE CITY OF STACYVILLE, IOWA

BY: *Ronald Hoover*  
Mayor

ATTEST: *Heather Besten*  
City Clerk

Dated this 4<sup>TH</sup> day of June, 2012.

THE CITY OF WAVERLY, IOWA

BY: Bob Bullock  
Mayor

ATTEST: Jill Rapp  
City Clerk

Dated this <sup>th</sup> 29 day of June, 2012.

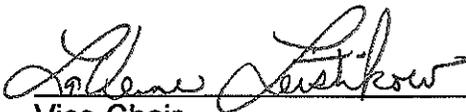
BLACK HAWK COUNTY SOIL AND WATER CONSERVATION DISTRICT,  
IOWA

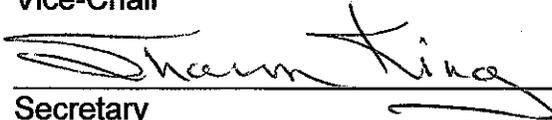
BY: Steven Gandy  
President

ATTEST: Jessie Gandy  
Secretary

Dated this 26<sup>th</sup> day of June, 2012.

BREMER SOIL AND WATER CONSERVATION DISTRICT, IOWA

BY:   
Vice-Chair

ATTEST:   
Secretary

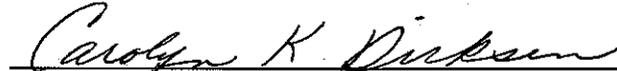
Dated this 26 day of June, 2012.

BUTLER COUNTY SOIL AND WATER CONSERVATION DISTRICT, IOWA

BY:

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

Dated this \_\_\_\_\_ day of June, 2012.

CHICKASAW COUNTY SOIL AND WATER CONSERVATION DISTRICT, IOWA

BY: Randall Miller  
President

ATTEST: Kim W. Deuten  
Secretary

Dated this 26<sup>th</sup> day of June, 2012.

FLOYD COUNTY SOIL AND WATER CONSERVATION DISTRICT, IOWA

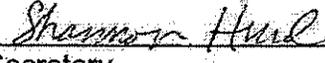
BY: Jon Gisterson  
President

ATTEST: Ann Voelker  
Secretary

Dated this 28 day of June, 2012.

MITCHELL COUNTY SOIL AND WATER CONSERVATION DISTRICT, IOWA

BY:   
President

ATTEST:   
Secretary

Dated this 27 day of June, 2012.

WORTH COUNTY SOIL AND WATER CONSERVATION DISTRICT, IOWA

BY: *Debra Sime*  
President

ATTEST: *Julie Schry*  
Secretary

Dated this 26<sup>th</sup> day of June, 2012.

CHICKASAW COUNTY, IOWA

BY: Rick Haddaway  
Board of Supervisors Chair

ATTEST: Joan E. Knoll  
County Auditor