Matt Schultz
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M506412

8/19/2013 10:33:03 AM

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	City of Kalona	City	Washington
Party 2	City of Riverside	City	Washington
Party 3	City of Wellman	City	Washington
Party 4	County of Keokuk	County	Keokuk
Party 5	Washington County Soil & Water Conservation Distri	Regional or District	Washington

**Enter "Other" if not in Iowa*

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

Item 3. The purpose of this agreement is: *(please be specific)*

The English River Watershed Management Authority is an intergovernmental agency established for seeking and expanding grant funding for planning, education, and conservation to reduce flood risks and erosion in the watershed and improve natural resources.

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

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.

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 Schlabaugh **FIRST** Name Ryan

Title City Administrator Department City Administrator

Email rschlabaugh@cityofkalona.org Phone 319-656-2310

Matt Schultz
Secretary of State
State of Iowa

28E Agreement Additional Participants

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8/19/2013 10:33:03 AM

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

	Full Legal Name	**Organization Type**	***County**
Party 6	Iowa County Soil & Water Conservation Distri	Regional or District	Iowa
Party 7	City of Grinnell	City	Poweshiek

**Enter "Other" if not in Iowa*

ENGLISH RIVER WATERSHED MANAGEMENT AUTHORITY
ARTICLES OF AGREEMENT

WHEREAS, Iowa Code Chapters 28E and 466B authorize cities, counties, soil and water conservation districts, and other governmental entities located within the same United States Geological Survey Hydrologic Unit Code 8 watershed, to establish a Watershed Management Authority, and

WHEREAS, watershed management authorities allow members to serve the public good by cooperatively utilizing material and human resources needed to achieve watershed improvements, more specifically, resources needed to plan for and implement voluntary hazard mitigation and water quality programming.

NOW, THEREFORE, this English River Watershed Authority Agreement is made and voluntarily entered into, pursuant to Iowa Code Chapter 28E, by the parties/participants whose signatures follow at the end of this document. Participants are hereafter referred to as "Members." This Agreement was presented to the Iowa Secretary of State for recording on the 15 day of August, 2013, pursuant to the requirements of Iowa Code Section 28E.8.

MAP OF AREA AND BOUNDARIES OF THE AUTHORITY

The map showing the area and boundaries of the English River watershed is attached to this Agreement and labeled as Exhibit A.

CREATION OF THE AUTHORITY

A. It is the intent of the parties to this Agreement to create an organization which shall be known as the "English River Watershed Management Authority," hereinafter referred to as the "Authority."

B. This Authority shall be a voluntary joint undertaking of the political subdivisions within the English River watershed, defined herein, and created pursuant to the provisions of Chapter 466B and 28E of the Code of Iowa. No separate legal or administrative entity shall be created by this Agreement.

PURPOSE OF THE AUTHORITY

The purpose of this Agreement is to provide for the manner in which the Members shall cooperate with one another within the English River watershed to engage in the activities authorized pursuant to Iowa Code Section 466B.23 in pursuit of, but not limited to, the following:

a) Utilize watershed level assessments and planning,
b) Increase communication and coordination in addressing flooding and water quality,
c) Support management of storm water runoff to prevent erosion, increase infiltration, promote groundwater recharge, and mitigate flooding,
d) Promote efforts to protect and enhance beneficial uses of waterways within the English River watershed such as fish and wildlife habitat and water recreation,
e) Promote uniform local policies for surface and groundwater management,
f) Increase public education about water quality issues and flood mitigation opportunities,
g) Seek funding opportunities,
h) Provide a forum for exchanging information among the Members, and
i) Other actions permitted under Chapters 28E and 466B, Iowa Code (2013).

EFFECTIVE DATE

This Agreement shall become effective on the first day that all of the following conditions have been met:

1. Governing bodies of all applicable participants have formally approved this Agreement, and those resolutions are effective.

2. The signature page of this Agreement has been authorized and signed by a representative of each party/participant, and the signature page has been attached to the Agreement.

3. The Agreement is filed with the Iowa Secretary of State in an electronic format, as required by Iowa Code Section 28E.8.

FUNCTIONS OF THE AUTHORITY

Pursuant to Iowa Code Chapter 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 voluntary based water quality and flood mitigation programming.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority.

LIMITATIONS OF THE AUTHORITY

1. The Authority may enter into contracts and agreements and execute instruments necessary to perform the duties set forth herein.

2. The Authority shall have no power to impose taxes of any nature, nor pledge the credit of any Members of this Agreement, nor acquire debt or other financial obligations which have not been provided for in the current or approved future budget.

3. The Authority shall not have any independent power of eminent domain and shall not own any interest in real property without written approval and authorization of the Members. All interests in lands shall be held in the name of the Member or other agreed upon entity wherein said lands are located.

4. The Authority shall not have the lawful power to enact or exercise land use planning or zoning regulations.

GOVERNING BODY

The specific powers and duties of the Board shall be defined in the Authority's Bylaws to address Board officers, terms, meetings, and administrative functions, and are as follows unless modified by the Watershed Authority Board.

1. The English River Watershed Management Authority will be governed by a Watershed Authority Board, hereby referred to as "Board." The Board will consist of seven (7) Board members selected by majority vote of the Members to this Agreement. Each Authority Member shall have one (1) vote for the purpose of choosing the Board members.
2. The Board shall be responsible for fulfilling the goals and intent of the Watershed Authority.
3. Each participating governing body or entity shall be entitled to appoint one representative to serve on the Authority.
4. The Board shall meet a minimum of one time per calendar year, but may draft a bylaw to establish more frequent meetings if determined by the Board to be appropriate.
5. Board meetings will be directed by a Chairperson, a Vice Chair, and a Secretary selected by majority vote of the Board members.
6. Officers will be determined by the Watershed Authority Board through annual elections.
    a. Officers shall serve one-year terms, and
    b. May serve unlimited terms, and

c. May be removed after missing three consecutive regular meetings of the Board.

7. In the event of a mid-term vacancy or removal of an Officer, the Board shall elect a new Officer to fill the vacant seat for the duration of the unexpired term. Preference will be given to a Member that is from the same county, city or geographic area as the one from which the vacancy arises.
8. The Board may at any time elect to remove an elected officer for misfeasance, nonfeasance, or malfeasance in office or for any of the reasons set out in Iowa Code Chapter 66.
9. Meetings of the Board are subject to Iowa Open Meetings and Open Records laws and shall conform accordingly.
10. Board members and Officers will receive no compensation for serving in this capacity, but may receive reimbursement for actual expenses as deemed appropriate by either their respective governing body or entity, or the Watershed Authority as funds permit.
11. The Board may appoint up to two (2) ex officio members who shall be entitled to participate in all meetings, but shall have no right to vote on any matter.

MEMBER POWERS AND DUTIES

The Members to this Agreement 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. Any Member may accept a specific responsibility to assist in achieving the goals of the Authority, including but not limited to:

1. Identifying opportunities for funding and in-kind support for the undertaking of watershed planning, assessments, and improvements within the English River watershed;

2. Serving as fiscal agent for the 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 enhancing water quality in the watershed;

7. Providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Members;

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 utilities;

10. Designing and bidding of projects;

11. Administering contracts;

12. Observing construction;

13. Other duties or actions as permitted by law and approved and directed by the Board; and

14. Contracting with other authorities or organizations to fulfill the duties and purposes for which the Authority was formed.

Nothing in this Agreement shall be interpreted to prohibit any community or entity in the Authority from applying for or seeking funding or other assistance on its own behalf for watershed improvements or mitigation within its own community.

One or more Members of the Authority may act together or in concert with other Members in seeking grants, funding or other assistance under the umbrella of the Watershed Authority, with a prior affirmative vote of the governing body.

COORDINATION WITH OTHER ENTITIES

The Board may, pursuant to Iowa Code Chapters 28E and 466B, partner with agencies for educational programming, technical assistance, and planning, including but not limited to, the Iowa Flood Center, the Iowa Department of Natural Resources, the Department of Agriculture and Land Stewardship, Soil and Water Conservation Districts, Iowa State Extension Services, and any other local, state, or federal organizations that provide educational and technical services.

FINANCIAL MATTERS

1. With a Member(s) acting as the fiscal agent, 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.

2. The Authority may enter into agreements with grant writers or fiscal agents to both write grants and administer funds, which may be received by either the Authority, or a party to this Agreement for projects approved by the Authority.

3. The Authority shall have ability to apply for and receive grants or endorse program participants to receive grants for construction and/or programming, but neither the Authority nor any program participants shall be obligated to contribute or expend non-grant monies beyond the amounts specified in the approved budget.

4. The Authority may contribute funds from its budget, if necessary and appropriate, for the operation and administration of the Authority. These funds may be used for needs including, but not limited to, the employment of staff, marketing, education, grant writing, technical, and/ or administrative fees and expenses. Any funds appropriated for this purpose shall be presented and passed by a majority of Watershed Board members.

ACCOUNTABILITY

The Authority shall prepare an annual report summarizing activities and expenditures of the Authority during the previous and current fiscal years. To comply with the audit provisions of Iowa Code Section 11.6, a copy of this report shall be given to each Member that is a party to this Agreement and the audit shall be considered a public record.

CONFLICTS OF INTEREST

The Authority and its Members shall be subject to all laws of the State of Iowa relating to conflicts of interest and gifts, which are generally applicable to municipalities and their officers.

AMENDMENTS

1. This Agreement may be amended at any time by the Board. All amendments shall be in writing and approved by no less than four (4) Board members, signed by all Members and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

2. Eligible political subdivisions may be amended into the Authority by filing written notice with the Authority and adopting this Agreement by resolution. The amended Agreement will be signed by all Members and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

3. Withdrawal of any Member may be accomplished by filing written notice with the Authority and the other Members 60 days before the effective date of withdrawal. No Member may withdraw from this Agreement until the withdrawing Member has met its full obligations as of the effective date of withdrawal. The amended Agreement shall be signed by all Members and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

TERMINATION

1. Any party to the Agreement may terminate its membership by providing written notice of its intent to terminate their membership in the Agreement and the Authority. Parties wishing to terminate their membership shall provide 60 days' written notice of their decision to withdraw. Likewise, any party who has terminated its membership and wishes to rejoin the Agreement at a later date may do so by submitting a written request to the Board. The Board reserves the right to waive the 60-day notice requirement if requested.

2. Termination of membership in the Authority, whether voluntary or involuntary, does not relieve the Member from any obligations, financial or otherwise, that may have been imposed on the Member during membership in the Authority. Remaining parties shall be permitted to amend this Agreement by removing references to any party which voluntarily terminates its membership and to continue the Agreement under the terms and conditions set forth herein.

3. If the Agreement is to be terminated, and the Authority disbanded, a notice of intent to terminate the Agreement and disband the Authority shall be sent to all Members at least 90 days before the date of termination.

4. A Member may be terminated from participation in the Authority or under this Agreement due to violations of this Agreement, failure to comply with any order of the Board or Authority, or failure to promote the purposes for which the Agreement was entered into. Termination of membership in the Authority, whether voluntary or involuntary, does not relieve the Member from any obligations, financial or otherwise, that may have been imposed on the Member during membership in the Authority.

5. In the event that the Authority is disbanded, the balance of funds belonging to the Authority, and any unexpended grants or gifts, shall be returned to the parties that donated or created the fund. Any facilities or land owned by the Authority shall be donated to a nonprofit or governmental entity to maintain, or be sold with the proceeds being divided equally between all Members to this Agreement who are current members at the time of dissolution. The distribution of property

and/or proceeds must be done before the Authority is formally and finally disbanded.

6. In the event the parties cannot reach a mutual agreement in regard to the termination of this Agreement, the ongoing obligation of an individual withdrawing Member and/or the distribution of property and/or proceeds at the time of dissolution, the parties agree to mediate the dispute prior to filing a legal action or engaging in litigation. The mediator or terms of mediation will be agreed upon by the parties, and each party shall be responsible for an equal share of the cost of mediation. If a mediator or terms of mediation cannot be agreed upon by the parties, the Members to this Agreement will select a mediator by simple majority vote.

GENERAL PROVISIONS

Entire Agreement

This Agreement contains the entire agreement and integrates all of the terms and conditions contained in the Agreement incidental thereto. No modifications or waiver of any provision in this Agreement shall be valid unless in writing and signed by all of the Members. 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.

Severability

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

Assignment

This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and assigns. The Members agree that no Member shall have the right to assign their rights or obligations hereunder to any Member without prior written consent of the other Members, which consent shall not be unreasonably withheld. Members are limited by law to counties, cities, and soil and water conservation districts.

GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of Iowa and other relevant federal law.

DURATION

This Agreement shall be in effect perpetually unless amended or terminated per provisions of this Agreement and determined by the Board as necessary.

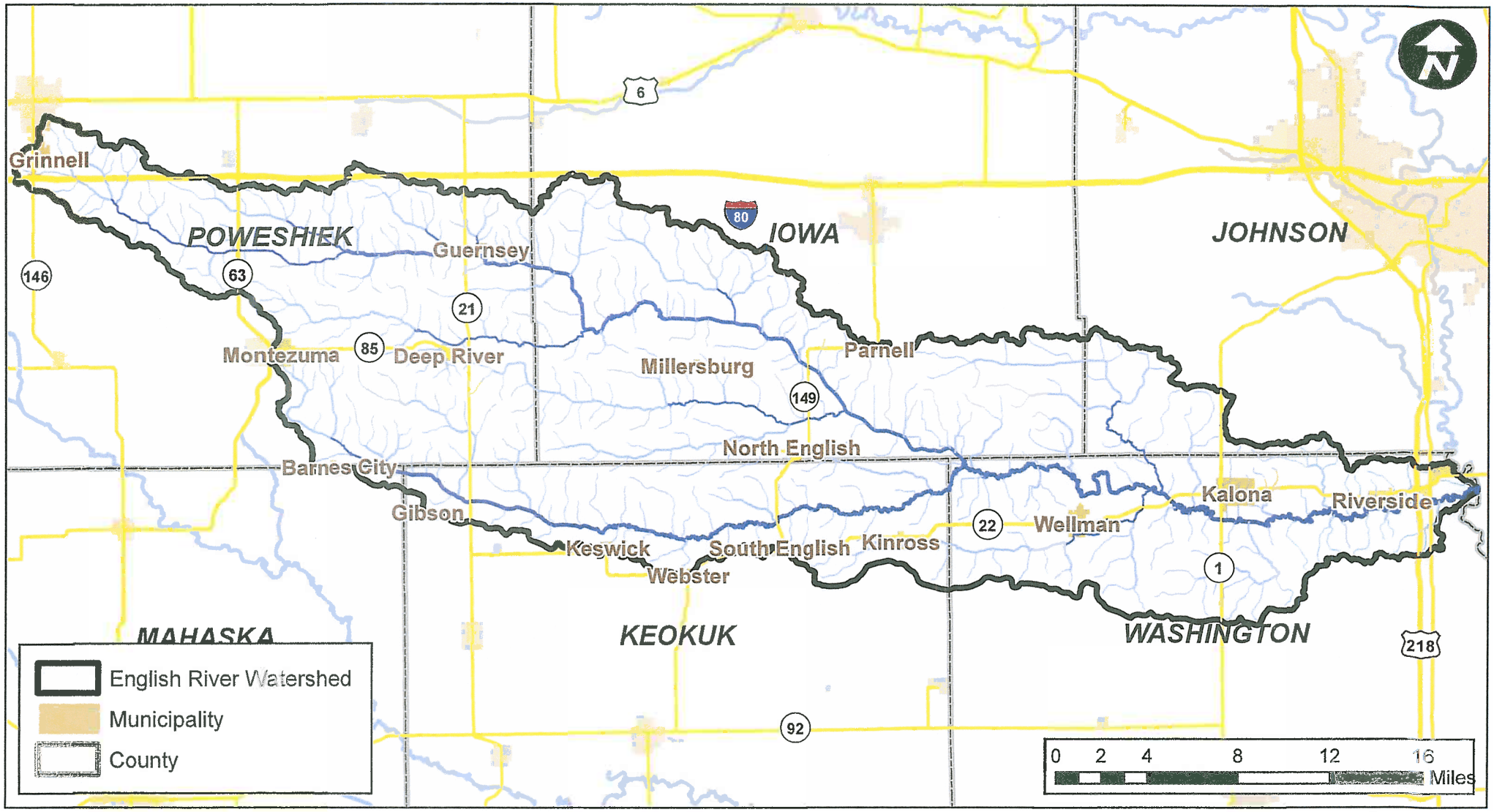
EXECUTION OF DOCUMENTS AND RECORDATION

This Agreement shall take effect upon execution by the Members as required by law and filing with the Iowa Secretary of State in an electronic format, as required by Iowa Code Section 28E.8. The Members agree to timely execute any documents necessary to carry out the terms of this Agreement. The Members further agree that this Agreement may be executed outside the presence of the other Members and in separate counterparts.

Adopted on the 15 day of August (month), 2013 (year)

Refer to the attached signature page for list of Members.

English River Watershed



The City of Kalona hereby resolves to enter into the 28E Agreement for the creation of the English River Watershed Management Authority.

CITY OF KALONA, IOWA

By: _____
KEN HERINGTON, Mayor

By: _____
KAREN CHRISTNER, City Clerk

STATE OF IOWA)
) SS:
COUNTY OF WASHINGTON)

On this 5 day of August, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared KEN HERINGTON and KAREN CHRISTNER to me personally known, and who, being by me duly sworn, did say that they are the MAYOR and CITY CLERK, respectively, of the City of Kalona, Iowa; that the instrument was signed and sealed on behalf of the City of Kalona, by authority of its City Council on the ____ day of August, 2013, and that KEN HERINGTON and KAREN CHRISTNER acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

_____
Notary Public

(seal)

RYAN SCHLABAUGH
Commission Number 760320
My Commission Expires
Oct 7, 2015

RESOLUTION 2013 – 08-05

RESOLUTION ADOPTING 28E AGREEMENT WITH THE ENGLISH RIVER WATERSHED MANAGEMENT AUTHORITY

WHEREAS, it is in the public's best interest to enter into an agreement with the English River Watershed Management Authority; and,

WHEREAS, the purpose of this Agreement is to allow the participants to make efficient use of their powers in securing funding for the cooperating to achieve the goals outlined in Paragraph 2 of this document. This 28E Agreement shall be liberally construed to that end; and,

WHEREAS, this document is authorized by Iowa Code Chapter 28E (2011) and Iowa Code Chapter 466B (2011) to promote the most efficient use of material and human resources for the public good and for that purpose all cities, counties, soil and water conservation districts, and other governmental entities in the watershed are invited to become a participant in this.

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

1. That it is hereby resolved that the County of Keokuk hereby resolves to enter into 28E Agreement with the English River Watershed Management Authority.

2. That all resolutions, or parts of resolution, in conflict herewith be and the same are hereby repealed to the extent of such conflict.

BE IT FURTHER RESOLVED, that the Chairperson is hereby directed to execute said application on behalf of Keokuk County.

The foregoing Resolution was moved by Michael C. Hadley, and seconded by Daryl Wood, that the foregoing Resolution be adopted.

APPROVED by the Keokuk County Board of Supervisors this 5th day of August, 2013.

Michael Berg
Michael Berg, Chairman

ATTEST Christy Bates
Christy Bates, Auditor

The County of Keokuk hereby resolves to enter into the 28E Agreement for the creation of the English River Watershed Management Authority.

By: Michael Berg, Chairman, Michael C. Hadley, Vice-Chair and Daryl Wood, Member

On this 5th day of August 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael Berg, to me personally known, and who, being by me duly sworn; that the instrument was signed and sealed on behalf of the Keokuk County, on the 5th day of August 2013, and the execution of the instrument to be the voluntary act and deed of the County, by it voluntarily executed.

Christy Bates
Notary Public

NOTARIAL SEAL IOWA
CHRISTY BATES
Keokuk County Auditor
Commission Number 707036
My Commission Expires
Nov-21,2015

The Washington County Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the creation of the English River Watershed Management Authority.

COUNTY OF Washington, IOWA

By: Aaron Meader

(Name/Title) Chairman

STATE OF IOWA, COUNTY OF Washington, SS:

On this 5th day of August 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared (Name) Aaron Meader, to me personally known, and who, being by me duly sworn, did say that they are the (Title) Chair, SWCD of the (County) of Washington, Iowa; that the instrument was signed and sealed on behalf of the County District, by authority of its (Governing Body) SWCD on the 5th day of August 2013. This instrument was acknowledged before me and the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the (County) Washington SWCD, by it voluntarily executed.

Teresa Munn

Notary Public

(seal)

NOTARIAL SEAL IOWA

TERESA MUNN
Commission Number 720668
My Commission Expires
2/3/2015

The City of Grinnell hereby resolves to enter into the 28E Agreement for the Creation of the English River Watershed Management Authority.

CITY OF GRINNELL, IOWA

By: Gordon R. Canfield

Gordon R. Canfield, Mayor

By: P. Kay Cmelik

P. Kay Cmelik, City Clerk

GRINNELL CITY SEAL IOWA

STATE OF IOWA, COUNTY OF ~~FAYETTE~~ Poweshiek, SS:

On this 7th day of August, 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Gordon R. Canfield** and **P. Kay Cmelik**, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Grinnell, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 7th day of **August** 2013, and that Gordon R. Canfield and P. Kay Cmelik acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Annmarie Wingerter

Notary Public

NOTARIAL SEAL IOWA
ANNMARIE WINGERTER
Commission Number 734897
My Commission Expires
6/9/2014

The City of Wellman hereby resolves to enter into the 28E Agreement for the creation of the English River Watershed Management Authority.

CITY OF Wellman, IOWA

By: _____

Ryan Miller, Mayor

By: _____

Jenny Duwa, Clerk

STATE OF IOWA, COUNTY OF WASHINGTON, SS:

On this 12th day of August 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Miller and Jenny Duwa, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and Clerk, respectively, of the City of Wellman , Iowa; that the instrument was signed and sealed on behalf of the City of Wellman, by authority of its City Council on the 5th day of August 2013, and that Jenny Duwa and Ryan Miller acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City of Wellman by it voluntarily executed.

_____

Notary Public

CHRISTINE D HUSTON
Commission Number 772642
My Commission Expires
April 20, 2015

(seal)

The IOWA County Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the creation of the English River Watershed Management Authority.

COUNTY OF **WILLIAMSBURG**, IOWA

By: _____ 8-13-13

ROBERT FABER, SWCD CHAIRMAN, IOWA COUNTY

STATE OF IOWA, COUNTY OF IOWA SS:

On this 13th day of AUGUST 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ROBERT FABER and LARRY WETJEN, ROBERT SCOVILLE, and DANIEL GLANDORF were contacted thru conference call, to me personally known, and who, being by me duly sworn, did say that they are the Chairman and Co-Chairman and 2 Commissioners respectively, of the Iowa County SWCD of **Williamsburg,** Iowa; that the instrument was signed and sealed on behalf of the County District, by authority of its IOWA SOIL AND WATER CONSERVATION DISTRICT on the 13th day of **AUGUST** 2013, and that ROBERT FABER, LARRY WETJEN, ROBERT SCOVILLE AND DANIEL GLANDORF acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the IOWA COUNTY SWCD, by it voluntarily executed.

_____

Leslie A. Osweiler, Notary Public

NOTARIAL SEAL IOWA
LESLIE A OSWEILER
Commission Number 775828
My Commission Expires
11/20/2015

The **City Riverside** hereby resolves to enter into the 28E Agreement for the creation of the English River Watershed Management Authority.

CITY OF Riverside, IOWA

By: Bill Poch

Bill Poch, Mayor

By: Rusty Rogerson

Rusty Rogerson, City Administrator/Clerk

STATE OF IOWA, COUNTY OF Washington, SS:

On this 5th day of August 2013, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Bill Poch** and **Rusty Rogerson**, to me personally known, and who, being by me duly sworn, did say that they are the **Mayor** and **City Administrator**, respectively, of the **City Riverside, Iowa**; that the instrument was signed and sealed on behalf of the City, by authority of its City Council the **5th day of August 2013**, and that Bill Poch, Mayor and Rusty Rogerson, City Administrator acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the **City of Riverside**, by it voluntarily executed.

Lory Young

Notary Public

(seal)

NOTARIAL SEAL IOWA
LORY L. YOUNG
Commission Number 775390
My Commission Expires
October 22, 2015