Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

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8/27/2015 3:57:27 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	Appanoose County Board of Supervisors	County	Appanoose
Party 2	Appanoose Soil and Water Conservation District	County	Appanoose
Party 3	Davis County Board of Supervisors	County	Davis
Party 4	Davis Soil and Water Conservation District	County	Davis
Party 5	Monroe County Board of Supervisors	County	Monroe

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 810 (Code Number) Any Elected Officials, Boards, and Commis (Service Description)
(Enter only one Service Code and Description)

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

To create the Soap Creek Watershed Management Authority. Duties are to assess the flood and water quality in the watershed,educate and allocate moneys made available to the authority for the purpose of water quality and flood mitigation.

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: http://sos.iowa.gov/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 Altheide **FIRST** Name Lori

Title District Conservationist Department District Conservationist

Email lori.altheide@ia.usda.gov Phone 641-664-2600 x3

Paul D. Pate
Secretary of State
State of Iowa

28E Agreement Additional Participants

FOR OFFICE USE ONLY:

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M508392

8/27/2015 3:57:27 PM

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	Monroe Soil and Water Conservation District	County	Monroe
Party 7	Wapello County Board of Supervisors	County	Wapello
Party 8	Wapello Soil and Water Conservation District	County	Wapello

*Enter "Other" if not in Iowa

SOAP CREEK WATERSHED MANAGEMENT AUTHORITY: 28E AGREEMENT

Prepared by:
Jerry L. Parker
919 E. 4th St.
Ottumwa, IA 52501
Ph: 641-455-6746

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INTRODUCTION

This Joint and Cooperative Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the CODE OF IOWA, Chapter 28E and Chapter 466B. This agreement is voluntary by all parties whose signed resolutions appear in ATTACHMENT III.

Iowa Code Section 466B.22 (2013) authorizes two (2) or more political subdivisions, defined as including Cities, Counties, and/or Soil and Water Conservation Districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 (HUC 8) watershed to enter into an agreement under Iowa Code Chapter 28E. This would allow the establishment of a watershed management authority in order to enable cooperation in supporting watershed planning and improvements, promotion of water quality, and providing educational opportunities to the benefit of the political subdivisions involved.

SECTION 1. CREATION OF THE AUTHORITY

1.1 Upon the effective date stated in this agreement there is hereby created a public agency to be known as the "SOAP CREEK WATERSHED MANAGEMENT AUTHORITY" (the Authority). The Agency shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating parties and shall be subject to the control and supervision of any party or their officers and directors only to the extent provided herein.

1.2 The Soap Creek Watershed Management Authority is a United States Geological Survey Hydrologic Unit Code 10 (HUC10) watershed.

SECTION 2. DUTIES OF THE AUTHORITY

2.1 A. Assess the flood risks in the watershed
B. Assess the water quality in the watershed
C. Assess options for reducing flood risk and improving water quality in the watershed
D. Monitor federal flood risk planning and activities
E. Educate residents of the watershed area regarding water quality and flood risks
F. Allocate moneys made available to the authority for the purpose of water quality and flood mitigation

2.2 Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority.

2.3 The Authority will limit its powers to guarantee that no action of the Authority shall infringe on the property rights of landowners in the watershed. The Authority shall not acquire property by eminent domain.

2.4 The Authority may cooperate with entities such as: the Iowa Department of Natural Resources, the Department of Agriculture and Land Stewardship, councils of government, local utilities involved in drinking water and wastewater, and work with landowners and tenants to identify opportunities and assist with projects for voluntary water quality improvement.

2.5 This Authority through this Agreement shall serve for the purpose of providing a vehicle for operation and maintenance of the structures installed in the course of the project throughout their useful life.

SECTION 3. ELIGIBLE MEMBERS

3.1 The Counties of Appanoose, Davis, Monroe and Wapello. Each county is a public agency of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 331.

3.2 The cities of Blakesburg, Floris, Moravia, Udell and Unionville. Each city is a municipality of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 364.

3.3 The Soil and Water Conservation Districts of each above listed Counties. Each SWCD is a governmental subdivision of the State of Iowa, as defined in Iowa Code Section 161A.3(6) and a Soil and Water Conservation District established pursuant to Iowa Code Section 161A.5(1).

3.4 All eligible members and their addresses are listed in attachment I.

3.5 All eligible members who chose to be members are listed in attachment II.

3.6 A resolution from each entity authorizing their acceptance of membership in the Soap Creek Watershed Management Authority and agreeing to all articles of the 28E Agreement and the bylaws of the Soap Creek Watershed Management Authority is contained in attachment III.

SECTION 4. BOUNDARIES

4.1 The geographical area within this agreement shall be known as the Soap Creek Watershed Management Authority. The boundary is graphically displayed in attachment IV.

SECTION 5. DURATION

5.1 This Agreement shall remain in force for a minimum of 50 years and will then be perpetual unless terminated as provided for herein.

SECTION 6. GOVERNING BODY

6.1 The Authority shall be governed by a board of directors. Members of the board of directors shall be divided among the political subdivisions which comprise the Authority and shall be appointed by the respective political subdivision's elected legislative body. Each participating political subdivision shall have one representative on the board of directors. A director shall serve until replaced by its respective political subdivision. The board of directors shall meet at least once per calendar year but may draft bylaws which allow for meeting more frequently. The board shall be subject to the Iowa Open Meetings and Open Records Laws and shall make the necessary provisions to conform to the requirements of those laws.

6.2 Board members shall receive no compensation for serving in such capacity but may be reimbursed for actual expenses incurred by their respective governing body or by the Authority subject to the existence and availability of funds and the approval of the Authority.

6.3 The appointing body may at any time remove a director appointed by it. If a director is removed a successor shall be appointed by its respective appointing body.

6.4 The board of directors shall adopt bylaws and shall elect one director as chairperson and one director as vice chairperson, each for a term of one year, and shall appoint a secretary who need not be a director. The board may create any committees necessary to achieve the purposes and functions of this Agreement. Further duties shall be set forth in the bylaws.

6.5 A quorum of the board shall be needed to conduct official business at any meeting. A quorum shall consist of no less than 75% of the full board. The affirmative vote of a majority of the quorum shall be necessary for any action taken by the Authority unless the board adopts a bylaw requiring a greater number of affirmative votes. A vacancy in the membership of the board shall not impair the rights of a quorum to exercise all the rights and perform all the duties of the Authority.

SECTION 7. FINANCIAL

7.1 The Authority Board may solicit, accept and receive donations, endowments, gifts, reimbursements and other such funds as necessary to support work pursuant to this agreement.

7.2 The Authority Board may, if deemed necessary and appropriate, create an equitable formula for the collection of operation and maintenance (O&M) funds from the members of the Authority. Changes in the O & M formula can only be accomplished with the full board present. 80% of the full board must agree to the change.

7.3 The Authority shall have full authority to apply for and receive grants. The Authority may enter into agreements with grant writers or fiscal agents to both write grants and administer dollars for projects approved by the Authority.

7.4 The Authority shall have no power to impose any tax of any nature, nor pledge the credit of any of the parties to this Agreement.

7.5 It is agreed and understood by the members that no financial obligation upon any member is created by this Agreement with the exception of the formula created for operation and maintenance funding levied upon the County members.

7.6 Maintenance funds collected by the Authority shall be retained by the Authority treasurer in accordance with the provisions of Iowa Code Sections 12B.10, 12B.10A through 12B.10C and all other applicable laws of the State of Iowa.

7.7 It is further agreed that the Board of Directors of the Authority Board shall annually determine an amount for the purpose of accomplishing projected maintenance and shall bill each of the counties for their share of the amount prior to January 1 of each year.

7.8 It is mutually agreed that the four (4) counties shall share in the cost of obtaining land rights and maintaining all works of improvement within the jurisdiction and purpose of the Soap Creek Watershed Management Authority Board Project. The shares are to conform to the ratio of benefits received by each county as reflected by a benefit report provided by the Natural Resources Conservation Service, or any other mutually agreed to formula approved by a majority of the Authority Board.

7.9 At the annual meeting, a budget for one year shall be established for the year. The annual budget can be amended at any time during the year by a majority vote of the members.

SECTION 8. ACQUISITION AND DISPOSAL OF REAL PROPERTY

8.1 Any real property acquired by the Authority shall be held jointly by the parties to this Agreement at the time of such acquisition.

8.2 Upon termination or dissolution of the Authority, any such real property shall be disposed of in accordance with a majority vote of the Board of Directors, providing either for the sale of such property or the return thereof to one or more of the political subdivisions who are parties to this Agreement.

SECTION 9. EFFECTIVE DATE

9.1 Upon execution of the Agreement by the members, the secretary of the Authority shall file a copy of this Agreement with the Iowa Secretary of State and cause the same to be recorded in accordance with the requirements of Iowa Code Section 28E.8(1)(a).

9.2 This Agreement shall become effective when all the conditions above have been satisfied.

9.3 The Soap Creek Watershed 28E Agreement is replaced in its entirety by the new Soap Creek Watershed Management Authority 28E Agreement. The transfer of all rights, grant responsibilities, future operations and maintenance requirements, financial obligations and existing assets including bank accounts become effective upon the effective date of the Soap Creek Watershed Management Authority.

SECTION 10. TERMINATION OF AGREEMENT

10.1 It is the intent of this section to provide the sole and exclusive method for termination of the mutual rights and obligations of members pursuant to this Agreement.

10.2 The governing body of any member may terminate its participation in this Agreement at any time, and for any reason, by approving a resolution of notice of intent to terminate to each and every other member; such termination shall become effective thirty (30) days following the receipt of the resolution by the other members. However, upon notice of termination delivered, no action by the Authority is in any way binding upon the entity terminating participation.

10.3 This Agreement becomes null and void with less than two (2) members participating. The remaining governing body shall by resolution terminate the Agreement and notify the Secretary of State of the dissolution.

10.4 A terminating entity shall have no claim to operation and maintenance (O&M) funds already deposited with or paid to the Authority. Neither shall the entity have any claim to funds held by or owed to the Authority for any purpose of the Authority.

10.5 In the event that a party to this Agreement fails to timely perform a duty imposed upon it under this Agreement, the Authority may cause notice to be served on the entity by certified mail which specifies the particulars of the alleged default and demands performance. If the party fails to cure its default within thirty (30) days after the date of mailing of the notice, the Authority may exercise all rights and remedies it may have at law or in equity.

10.6 Any terminating entity must assume all future operation and maintenance obligations on Soap Creek Watershed structures constructed in their County prior to date of termination.

SECTION 11. AMENDMENTS

11.1 This Agreement may be amended at any time by the Soap Creek Watershed Management Authority governing board. An amendment must first be approved by the affirmative vote of the majority of the Authority Board.

11.2 The amendment must be supported by a Resolution of support from a majority of the governing body of the political subdivisions.

11.3 The amendment must be recorded at the office of the County Recorder of each member County. The amendment must be filed in an electronic format with the Iowa Secretary of State, in accordance with the requirements of Iowa Code section 28E.8(1)(b).

SECTION 12. ENTIRE AGREEMENT

12.1 This Agreement represents the entire understanding between the members and no member is relying on any representation or understanding which may have been made by another member and which is not included in this Agreement.

ATTACHEMENT I

Eligible members defined as a City, County or Soil and Water Conservation District in the watershed

Appanoose County
201 North 12th
Centerville, IA 52544

Davis County
100 Courthouse Square
Bloomfield, IA 52537

Monroe County
10 Benton Ave. East
Albia, IA 52531

Wapello County
101 W. 4th St.
Ottumwa, IA 52501

Appanoose County Soil and Water Conservation District
501 North 12th St. Ste 2
Centerville, IA 52544

Davis County Soil and Water Conservation District
402 Karr Ave. Ste A
Bloomfield, IA 52537

Monroe County Soil and Water Conservation District
1701 S. B ste 100
Albia, IA 52531

Wapello County Soil and Water Conservation District
2938 Oak Meadow Drive Ste 2
Ottumwa, IA 52501

City of Blakesburg
101 E. State St.
Blakesburg, IA 52536

City of Floris
P.O. Box 37
Floris, IA 52560

City of Moravia
116 S. William St.
Moravia, IA 52571

City of Udell
City Hall
Udell, IA 52593

City of Unionville
City Hall
Unionville, IA 52594

ATTACHMENT II

MEMBERS

Defined as eligible members in the watershed whose governing board has authorized membership in the Soap Creek Watershed Management Authority

Appanoose County
201 North 12th
Centerville, IA 52544
Phone 641-856-5512

Davis County
100 Courthouse Square
Bloomfield, IA 52537
Phone 641-664-2344

Monroe County
10 Benton Ave. East
Albia, IA 52531
Phone 641-932-7706

Wapello County
101 W. 4th St.
Ottumwa, IA 52501
Phone 641-683-4630

Appanoose County Soil and Water Conservation District
501 N. 12th St. Ste 2
Centerville, IA 52544
Phone 641-856-3893

Davis County Soil and Water Conservation District
402 Karr Ave. Ste A
Bloomfield, IA 52537
Phone 641-664-2600

Monroe County Soil and Water Conservation District
1701 S. B Ste 100
Albia, IA 52531
Phone 641-932-5144

Wapello County Soil and Water Conservation District
2938 Oak Meadow Dr. Ste 2
Ottumwa, IA 52501
Phone 641-682-0752

ATTACHMENT III

MEMBER

RESOLUTIONS

RESOLUTION #
Authorizing membership in the Soap Creek Watershed Management Authority

WHEREAS, the Appanoose SWCD has been a party to the joint agreement for operating and maintaining the Soap Creek Watershed project created by a 28E agreement and,

WHEREAS, Iowa Code Chapter 466B, Surface Water Protection and Flood Mitigation Act, Subchapter II, creates a new entity called Watershed Management Authority and,

WHEREAS, Iowa Code Chapter 28E allows local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and,

WHEREAS, a new organization called Soap Creek Watershed Management Authority is being created pursuant to Iowa Code Section 466B to continue the work of the Soap Creek Watershed Project and,

WHEREAS, the Appanoose SWCD desires to be a member of the newly created Soap Creek Watershed Management Authority.

NOW THEREFORE BE IT RESOLVED that the Chair of the Appanoose SWCD is directed to sign the Soap Creek Watershed Management Authority 28E agreement.

Sharon Redinbaugh
David Kulpeck
Charles Moore
Gerald L. Chaplin
Earl E. Miller

ATTEST: Hope M. Fair

IN WITNESS WHEREOF, the Appanoose Soil and Water Conservation District has caused this agreement to be executed and signed by its respective officer this day and year:

May 19, 2015

(Sharon Redinbaugh)
Chairman, Soil and Water Conservation District

ATTEST: Hope M. Fahs

DATE: May 19, 2015

RESOLUTION

Authorizing membership in the Soap Creek Watershed Management Authority

WHEREAS, Appanoose County has been a party to the joint agreement for operating and maintaining the Soap Creek Watershed project created by a 28E agreement and,

WHEREAS, Iowa Code Chapter 466B, Surface Water Protection and Flood Mitigation Act, Subchapter II, creates a new entity called Watershed Management Authority and,

WHEREAS, Iowa Code Chapter 28E allows local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and,

WHEREAS, a new organization called Soap Creek Watershed Management Authority is being created pursuant to Iowa Code Section 466B to continue the work of the Soap Creek Watershed Project and,

WHEREAS, Appanoose County desires to be a member of the newly created Soap Creek Watershed Management Authority.

NOW, THEREFORE BE IT RESOLVED, that the Chair of the Appanoose County Board of Supervisors is directed to sign the Soap Creek Watershed Management Authority 28E Agreement.

5-18-15

Attest:

Linda Demry, County Auditor

IN WITNESS WHEREOF, Appanoose County has caused this agreement to be executed and signed by its respective officer this day and year:

Appanoose County

Chairman, Board of Supervisors

ATTEST: Linda Denney
County Auditor

DATE: 7/29/15

RESOLUTION # 6/2015
Authorizing membership in the Soap Creek
Watershed Management Authority

WHEREAS, Davis County has been a party to the joint agreement for operating and maintaining the Soap Creek Watershed project created by a 28E agreement and,

WHEREAS, Iowa Code Chapter 466B, Surface Water Protection and Flood Mitigation Act, Subchapter II, creates a new entity called Watershed Management Authority and,

WHEREAS, Iowa Code Chapter 28E allows local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and,

WHEREAS, a new organization called Soap Creek Watershed Management Authority is being created pursuant to Iowa Code Section 466B to continue the work of the Soap Creek Watershed Project and,

WHEREAS, Davis County desires to be a member of the newly created Soap Creek Watershed Management Authority,

NOW THEREFORE BE IT RESOLVED that the Chair of the Davis County Board of Supervisors is directed to sign the Soap Creek Watershed Management Authority 28E agreement.

Davis County Board of Supervisors

Ron Bride, Chairman

Matt Greiner

Dale Taylor

Attest: Linda Humphrey
Linda Humphrey
Davis County Auditor

Iowa Notarial Seal
LINDA HUMPHREY
Davis County Auditor

IN WITNESS WHEREOF, Davis County has caused this agreement to be executed and signed by its respective officer this day and year:

DAVIS County

Chairman, Board of Supervisors

ATTEST: Linda Humphrey
County Auditor

DATE: 1/29/15

RESOLUTION #
Authorizing membership in the Soap Creek Watershed Management Authority

WHEREAS, *Davis Soil & Water Conservation District (SWCD)* has been a party to the joint agreement for operating and maintaining the Soap Creek Watershed project created by a 28E agreement and,

WHEREAS, Iowa Code Chapter 466B, Surface Water Protection and Flood Mitigation Act, Subchapter II, creates a new entity called Watershed Management Authority and,

WHEREAS, Iowa Code Chapter 28E allows local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and,

WHEREAS, a new organization called Soap Creek Watershed Management Authority is being created pursuant to Iowa Code Section 466B to continue the work of the Soap Creek Watershed Project and,

WHEREAS, *Davis SWCD* desires to be a member of the newly created Soap Creek Watershed Management Authority.

NOW THEREFORE BE IT RESOLVED that the Chair of the ***Davis Soil & Water Conservation District (SWCD)*** is directed to sign the Soap Creek Watershed Management Authority 28E agreement.

5/7/15

ATTEST: 5/7/15
Becky Hopkins, State Secretary

IN WITNESS WHEREOF, Davis Soil & Water Conservation District has caused this agreement to be executed and signed by its respective officer this day and year:

May 7, 2015

Charles F. Foltz

Chairman, Soil and Water Conservation District

ATTEST: Rebecca L. Hopkins

DATE: 5/7/15

RESOLUTION #
Authorizing membership in the Soap Creek Watershed Management Authority

WHEREAS, Monroe County has been a party to the joint agreement for operating and maintaining the Soap Creek Watershed project created by a 28E agreement and,

WHEREAS, Iowa Code Chapter 466B, Surface Water Protection and Flood Mitigation Act, Subchapter II, creates a new entity called Watershed Management Authority and,

WHEREAS, Iowa Code Chapter 28E allows local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and,

WHEREAS, a new organization called Soap Creek Watershed Management Authority is being created pursuant to Iowa Code Section 466B to continue the work of the Soap Creek Watershed Project and,

WHEREAS, Monroe County desires to be a member of the newly created Soap Creek Watershed Management Authority.

NOW THEREFORE BE IT RESOLVED that the Chair of the
is directed to sign the Soap Creek Watershed Management Authority 28E agreement.

John Hughes

Michael Beary

Dennis Amoss

ATTEST: Chris Turner, Deputy
Chris Turner, Deputy

IN WITNESS WHEREOF, Monroe County has caused this agreement to be executed and signed by its respective officer this day and year:

Monroe County

Chairman, Board of Supervisors John Hughes

ATTEST: _____
County Auditor Amanda R. Harlan

DATE: 8/4/15

RESOLUTION
Authorizing membership in the Soap Creek Watershed Management Authority

WHEREAS, Monroe SWCD has been a party to the joint agreement for operating and maintaining the Soap Creek Watershed project created by a 28E agreement and,

WHEREAS, Iowa Code Chapter 466B, Surface Water Protection and Flood Mitigation Act, Subchapter II, creates a new entity called Watershed Management Authority and,

WHEREAS, Iowa Code Chapter 28E allows local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and,

WHEREAS, a new organization called Soap Creek Watershed Management Authority is being created pursuant to Iowa Code Section 466B to continue the work of the Soap Creek Watershed Project and,

WHEREAS, Monroe SWCD desires to be a member of the newly created Soap Creek Watershed Management Authority.

NOW THEREFORE BE IT RESOLVED that the Chair of the Monroe SWCD is directed to sign the Soap Creek Watershed Management Authority 28E agreement.

Mervin Mc Daniel

Donald Niebuhr

Robert Scott

Mervin Wirtjes

Raymond Joseph Pyle

ATTEST: Donna L. Williams, Secretary

IN WITNESS WHEREOF, the Monroe Soil and Water Conservation District has caused this agreement to be executed and signed by its respective officer this day and year:

June 1, 2015

Chairman, Soil and Water Conservation District

ATTEST: Diana L. Williams

DATE: 6/1/2015

RESOLUTION #
Authorizing membership in the Soap Creek Watershed Management Authority

WHEREAS, Wapello SWCD has been a party to the joint agreement for operating and maintaining the Soap Creek Watershed project created by a 28E agreement and,

WHEREAS, Iowa Code Chapter 466B, Surface Water Protection and Flood Mitigation Act, Subchapter II, creates a new entity called Watershed Management Authority and,

WHEREAS, Iowa Code Chapter 28E allows local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and,

WHEREAS, a new organization called Soap Creek Watershed Management Authority is being created pursuant to Iowa Code Section 466B to continue the work of the Soap Creek Watershed Project and,

WHEREAS, Wapello SWCD desires to be a member of the newly created Soap Creek Watershed Management Authority.

NOW THEREFORE BE IT RESOLVED that the Chair of the
is directed to sign the Soap Creek Watershed Management Authority 28E agreement.

ATTEST:

IN WITNESS WHEREOF, Wapello County Soil & Water Conservation District has caused this agreement to be executed and signed by its respective officer this day and year:

May 21,2015

Chairman, Soil and Water Conservation District

ATTEST:

DATE: 5/21/15

RESOLUTION #32-2015
Authorizing membership in the Soap Creek Watershed Management Authority

WHEREAS, Wapello County has been a party to the joint agreement for operating and maintaining the Soap Creek Watershed project created by a 28E agreement and,

WHEREAS, Iowa Code Chapter 466B, Surface Water Protection and Flood Mitigation Act, Subchapter II, creates a new entity called Watershed Management Authority and,

WHEREAS, Iowa Code Chapter 28E allows local governments in Iowa to make efficient use of their powers by enabling them to provide joint services and facilities with other agencies and,

WHEREAS, a new organization called Soap Creek Watershed Management Authority is being created pursuant to Iowa Code Section 466B to continue the work of the Soap Creek Watershed Project and,

WHEREAS, Wapello County desires to be a member of the newly created Soap Creek Watershed Management Authority,

NOW THEREFORE BE IT RESOLVED that the Chair of the Wapello County Board of Supervisors is directed to sign the Soap Creek Watershed Management Authority 28E agreement.

Passed and adopted this 19th day of May, 2015.

Steve Siegel, Chair

Greg Kenning, Vice Chair

Jerry L. Parker, Supervisor

ATTEST: _____
Kelly Spurgeon, Auditor

IN WITNESS WHEREOF, Wapello County Board of Supervisors has caused this agreement to be executed and signed by its respective officer this day and year:

Wapello County

Chairman, Board of Supervisors

ATTEST:

County Auditor

DATE: 5-19-15

Chairman, Appanoose County
Board of Supervisors

Attest:

Chairman, Davis County
Board of Supervisors

Attest:

Chairman, Monroe County
Board of Supervisors

Attest:

Chairman, Wapello County
Board of Supervisors

Attest:

Chairman, Appanoose County Soil
Conservation District

Attest:

Chairman, Davis County Soil
Conservation District

Attest:

Chairman, Monroe County Soil
Conservation District

Attest:

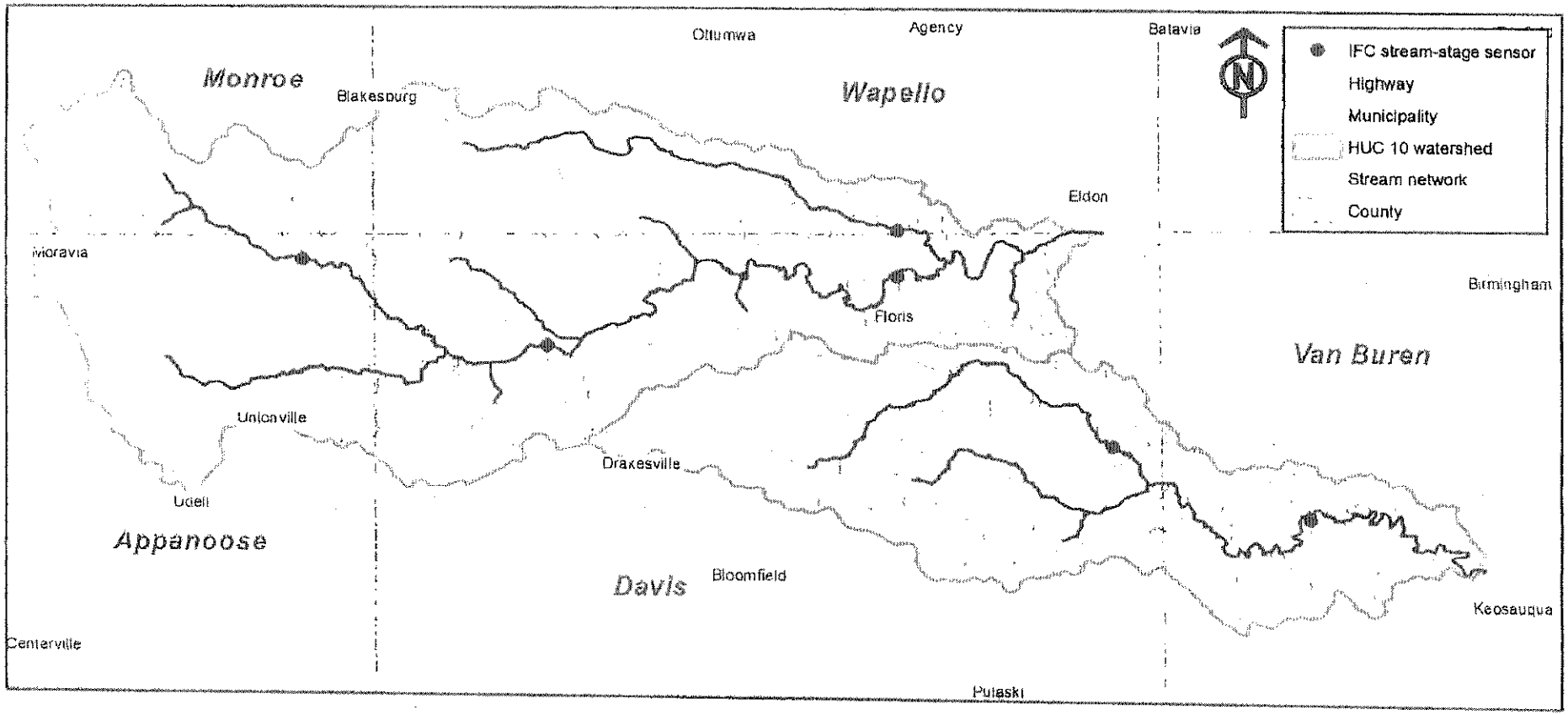
Chairman, Wapello County Soil
Conservation District

Attest:

ATTACHMENT IV

BOUNDARY

MAP


Ottumwa
Agency
Batavia
Monroe
Blakesburg
Wapello
Eldon
Moravia
Birmingham
Floris
Van Buren
Unionville
Drakesville
Udell
Appanoose
Davis
Bloomfield
Keosauqua
Centerville
Pulaski
IFC stream-stage sensor
Highway
Municipality
HUC 10 watershed
Stream network
County