Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M508706

12/3/2015 3:02:44 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	County of Iowa	County	Iowa
Party 2	County of Johnson	County	Johnson
Party 3	City of Coralville	City	Johnson
Party 4	City of Iowa City	City	Johnson
Party 5	City of North Liberty	City	Johnson

**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)*

Establish the Clear Creek Watershed Coalition to enable cooperation in 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 _____ [mm/dd/yyyy] ☑ Indefinite Duration

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

☐ **NO**

☑ **YES** Filing # of the agreement: M508697

(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 Fencl **FIRST** Name Jennifer

Title Environmental Services Director Department Environmental Services Director

Email jennifer.fencl@ecicog.org Phone 3193659941

Paul D. Pate
Secretary of State
State of Iowa

28E Agreement Additional Participants

FOR OFFICE USE ONLY:

FILED

M508706

12/3/2015 3:02:44 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	City of Oxford	City	Johnson
Party 7	City of Tiffin	City	Johnson
Party 8	Iowa County Soil & Water Conservation District	Regional or District	Iowa
Party 9	Johnson County Soil & Water Conservation District	Regional or District	Iowa

**Enter "Other" if not in Iowa*

CLEAR CREEK WATERSHED COALITION
ARTICLES OF AGREEMENT

THIS AGREEMENT is made and entered into pursuant to Iowa Code Chapter 28E by and between the eligible political subdivisions that adopt these Articles of Agreement (hereinafter "Agreement"), including the cities of Coralville, Iowa City, North Liberty, Oxford and Tiffin; the counties of Iowa and Johnson; the Iowa County Soil & Water Conservation District; and the Johnson County Soil & Water Conservation District (hereinafter "Members").

WHEREAS, Chapters 28E and 466B of the Code of Iowa (2015), as amended, authorize the Members to establish a Watershed Management Authority to enable cooperation in watershed planning and improvements for the mutual advantage of the Members; and

WHEREAS, pursuant to Section 466B.23 of the Code of Iowa (2015), said Watershed Management Authority may perform any or all of the following activities:

1. Assess flood risks in the watershed;
2. Assess the water quality in the watershed;
3. Assess options for reducing flood risks and improving water quality in the watershed;
4. Monitor federal flood risk planning and activities;
5. Educate citizens regarding water quality and flood risks;
6. Allocate monies made available to the authority for the purposes of water quality and flood mitigation; and
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority; and

WHEREAS, the Members have determined it is in their mutual best interest to enter into an agreement pursuant to Chapter 28E of the Code of Iowa (2015) to establish a Watershed Management Authority and to outline the responsibilities of the parties.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE MEMBERS AGREE AS FOLLOWS:

SECTION 1 – IDENTITY OF THE MEMBERS AND WATERSHED

1.1 The counties of Iowa and Johnson are each a political subdivision of the State of Iowa. Their respective addresses are:

Iowa County, 970 Court Avenue, Marengo, IA 52301

Johnson County, 913 South Dubuque Street, Iowa City, Iowa 52240

1.2 The cities of Coralville, Iowa City, North Liberty, Oxford, and Tiffin are each a political subdivision of the State of Iowa. Their respective addresses are:

City of Coralville, 1512 7th Street, PO Box 5127, Coralville, IA 52241

City of Iowa City, 410 E Washington Street, Iowa City, IA 52240

City of North Liberty, 3 Quail Creek Circle, P.O. Box 77, North Liberty, IA 52317

City of Oxford, PO Box 481, Oxford, IA 52322

City of Tiffin, 300 Railroad Street, PO Box 259, Tiffin, IA 52340

1.3 The Soil and Water Conservation Districts of Iowa and Johnson counties are each a political 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). Their addresses are:

Iowa County Soil & Water Conservation District
435 N Highland Street, Williamsburg, IA 52361

Johnson County Soil & Water Conservation District
51 Escort Lane, Iowa City, IA 52240

1.4 The Clear Creek Watershed (the "Watershed"), the district which is the subject of this Agreement, is depicted on the graphic attached hereto as Exhibit "A".

SECTION 2 - NAME

2.1 The official name of this entity shall be the "Clear Creek Watershed Coalition" (hereinafter "CCWC").

SECTION 3 - LEGAL STATUS

3.1 The CCWC shall be a voluntary joint undertaking of the political subdivisions within the Watershed pursuant to the provisions of Chapter 466B and 28E of the Code of Iowa.

3.2 It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers of any Member be affected in any way beyond the terms of this Agreement.

SECTION 4 – GOVERNING BODY

4.1 A joint board of the Members known as the Clear Creek Watershed Coalition Board of Directors (hereinafter "Board") shall be responsible for fulfilling the purpose of the CCWC.

4.2 Each Member shall be entitled to appoint one representative to serve on the Board and an alternate to serve in the place of the appointed representative in their absence.

4.3 The specific powers and duties of the Board shall be defined in the CCWC's by-laws to address Board officers, terms, meetings, and administrative functions.

SECTION 5 – DURATION

5.1 This Agreement shall be in effect in perpetuity until or unless terminated pursuant to Section 11.

SECTION 6 – PURPOSE OF THE CCWC

6.1 The Members generally will cooperate with one another with respect to the Watershed and engage in the activities authorized by Section 466B.23. CCWC's activities will include, but not be limited to, the following:

a. Utilizing watershed level assessments and planning;

b. Increasing communication and coordination among the Members in addressing flooding and water quality in the Watershed;

c. Supporting the Members' efforts to manage storm water runoff to prevent erosion, increase infiltration, promote groundwater recharge and mitigate flooding;

d. Promoting efforts to protect and enhance beneficial uses of waterways within the Watershed such as fish and wildlife habitat and water recreation;

e. Promoting uniform policies for surface and groundwater management;

f. Increasing public education regarding flooding and water quality;

g. Seeking funding opportunities to support the mission of the CCWC; and

h. Providing a forum for the exchange of ideas among the Members.

SECTION 7 – POWERS AND DUTIES OF MEMBERS

7.1 The Members of 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 with achieving the goals of the CCWC. Said responsibilities include, but are not limited to:

a. Identifying opportunities for funding or in-kind support for the undertaking of watershed planning, assessments, and improvements within the Watershed;

b. Serving as the fiscal agent for the CCWC when it receives funding;

c. Identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks and improving water quality in the watershed;

d. Identifying best management practices for water quality improvements and to prevent erosion, increase infiltration, promote groundwater recharge and mitigate flooding;

e. Participating in educational and outreach programs regarding water quality and flood risks;

f. Providing support for the administration of projects, as agreed to by the Members;

g. Securing financing, including grants, loans and issuance of bonds or loan agreements as deemed necessary to achieve the objectives of the CCWC;

h. Coordinating with local utilities; and

i. Designing and bidding of projects and administration of contracts.

SECTION 8 – MANNER OF FINANCING

8.1 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 or in-kind contributions, as necessary to support work pursuant to this Agreement. It is agreed and understood by the Members hereto that no financial obligations upon any Member are intended to be created hereby.

8.2 No action to contribute funds by a Board member of the CCWC is binding on the Member that he or she represents without official approval by the governing body of that Member. No Member may be required to contribute funds to the CCWC.

8.3 The Board will review each opportunity for funding or in-kind support. After review of the opportunity, a fiscal agent will be nominated. The fiscal agent shall be a Member or other organization meeting the fiscal agent standards outlined by the funding source.

SECTION 9 – EMINENT DOMAIN & OWNERSHIP OF PROPERTY

9.1 The CCWC shall not have the power of eminent domain and shall not own any interest in real or personal property. All interests in property shall be held in the name of a Member.

SECTION 10 – AMENDMENTS

10.1 This Agreement may be amended at any time by the Members. All amendments shall be in writing, adopted by resolution and signed by all Members, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

10.2 Eligible political subdivisions may request to join the CCWC by filing written notice with the CCWC and adopting this Agreement by resolution. The request to become a new Member will be considered approved when the additional signature page has been filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

10.3 Withdrawal of any Member may be accomplished by filing written notice with the CCWC 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.

SECTION 11 – TERMINATION

11.1 This Agreement may be terminated upon a majority vote of the Members. If the Agreement is to be terminated, a notice of the intent to terminate the CCWC shall be sent to all Members at least 90 days before the date of termination.

SECTION 12 – GENERAL PROVISIONS

12.1 Entire Agreement: 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 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.

12.2 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.

12.3 Assignment: This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and assigns. Members are limited by law to counties, cities, and soil and water conservation districts.

SECTION 13 – GOVERNING LAW

13.1 This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

SECTION 14 – EFFECTIVE DATE, EXECUTION OF DOCUMENTS AND RECORDATION

14.1 This Agreement shall take effect upon execution by the Members as required by law and filing in an electronic format with the Iowa Secretary of State 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 document may be executed outside the presence of the other Members and in separate counterparts.

SECTION 15 – AUTHORIZATION AND SIGNATURE PAGES

15.1 Each party to this Agreement shall supply to the CCWC a signed original of the resolution or approved minutes from the Soil & Water Conservation Districts which adopted this Agreement.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Member.

Dated this 18 day of August, 2015

Iowa County Soil & Water Conservation District

BY: _____
Chair, District Commissioners

ATTEST: Vanessa Spratt

SECTION 15 – AUTHORIZATION AND SIGNATURE PAGES

15.1 Each party to this Agreement shall supply to the CCWC a signed original of the resolution or approved minutes from the Soil & Water Conservation Districts which adopted this Agreement.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Member.

Dated this 21st day of August, 2015

Johnson County Soil & Water Conservation District

BY: Allan M Moore
Chair, District Commissioners

ATTEST: _____

SECTION 15 – AUTHORIZATION AND SIGNATURE PAGES

15.1 Each party to this Agreement shall supply to the CCWC a signed original of the resolution or approved minutes from the Soil & Water Conservation Districts which adopted this Agreement.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Member.

Dated this 13 day of October, 2015

Iowa County, Iowa

BY: _____
Chair, Board of Supervisors

ATTEST: Jessica J Stohlmann
County Auditor

SECTION 15 – AUTHORIZATION AND SIGNATURE PAGES

15.1 Each party to this Agreement shall supply to the CCWC a signed original of the resolution or approved minutes from the Soil & Water Conservation Districts which adopted this Agreement.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Member.

Dated this 3rd day of September, 2015

Johnson County, Iowa

BY: _____
Chair, Board of Supervisors

ATTEST: _____
County Auditor

SECTION 15 – AUTHORIZATION AND SIGNATURE PAGES

15.1 Each party to this Agreement shall supply to the CCWC a signed original of the resolution or approved minutes from the Soil & Water Conservation Districts which adopted this Agreement.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Member.

Dated this 29th day of July, 2015

City of Coralville, Iowa

BY: _____
Mayor, Coralville City Council

ATTEST: _____
City Clerk

SECTION 15 – AUTHORIZATION AND SIGNATURE PAGES

15.1 Each party to this Agreement shall supply to the CCWC a signed original of the resolution or approved minutes from the Soil & Water Conservation Districts which adopted this Agreement.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Member.

Dated this 10th day of November, 2015

City of Iowa City, Iowa

BY: _____
Mayor, Iowa City Council

ATTEST: Marian K. Karr
City Clerk

SECTION 15 – AUTHORIZATION AND SIGNATURE PAGES

15.1 Each party to this Agreement shall supply to the CCWC a signed original of the resolution or approved minutes from the Soil & Water Conservation Districts which adopted this Agreement.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Member.

Dated this 25th day of August, 2015

City of North Liberty, Iowa

BY: Amy Nick
Mayor, North Liberty City Council

ATTEST: Tracey Mulcahey
City Clerk

SECTION 15 – AUTHORIZATION AND SIGNATURE PAGES

15.1 Each party to this Agreement shall supply to the CCWC a signed original of the resolution or approved minutes from the Soil & Water Conservation Districts which adopted this Agreement.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Member.

Dated this 11th day of August, 2015

City of Oxford, Iowa

BY: X Amy Williams
Mayor, Oxford City Council

ATTEST: Penny Jenn
City Clerk

SECTION 15 – AUTHORIZATION AND SIGNATURE PAGES

15.1 Each party to this Agreement shall supply to the CCWC a signed original of the resolution or approved minutes from the Soil & Water Conservation Districts which adopted this Agreement.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Member.

Dated this 27 day of July, 2015

City of Tiffin, Iowa

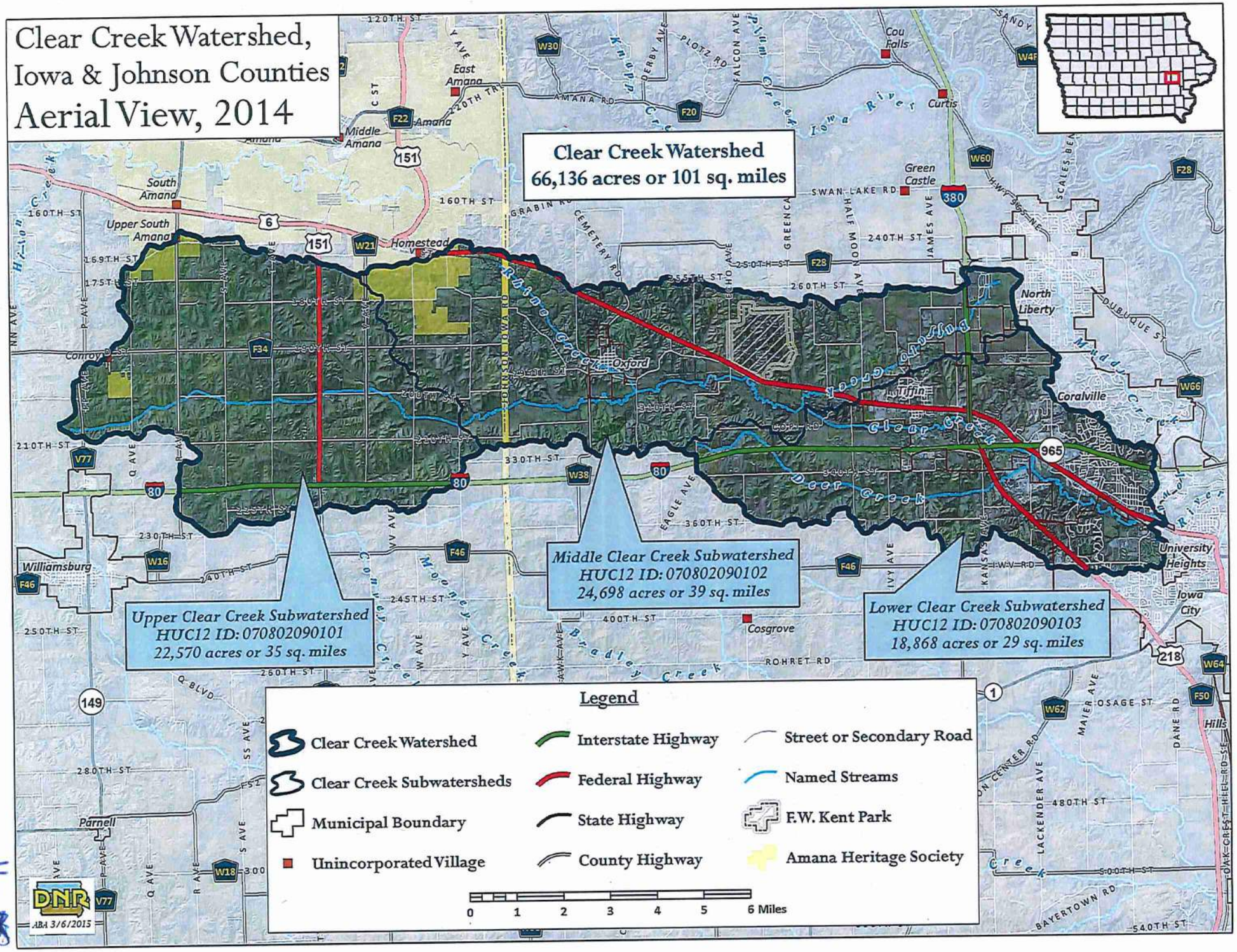
BY: _____
Mayor, Tiffin City Council

ATTEST: _____
City Clerk

Exhibit A

Map of the
Clear Creek Watershed
HUC 10

Clear Creek Watershed, Iowa & Johnson Counties Aerial View, 2014



19

RESOLUTION 2015-10-16

RESOLUTION APPROVING THE ARTICLES OF AGREEMENT
CREATING THE CLEAR CREEK WATERSHED COALITION

WHEREAS, the Iowa County desires to enter into an Agreement that would establish a Watershed Management Authority within the Clear Creek Watershed to enable cooperation in watershed planning and improvements pursuant to Iowa Code Chapter 466B.23 and;

WHEREAS, Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage and;

WHEREAS, this Agreement is made and entered into by the eligible political subdivisions that adopt these Articles of Agreement, including the cities of Coralville, North Liberty, Tiffin, Oxford, Iowa City; the counties of Iowa and Johnson; and the Iowa County Soil & Water Conservation District and the Johnson County Soil & Water Conservation District;

NOW, THEREFORE, BE IT RESOLVED BY IOWA COUNTY:

1. The Board Chair and the Auditor are hereby authorized to sign and execute the Articles of Agreement for the Clear Creek Watershed Coalition, a copy of which is attached hereto and incorporated herein by this reference.

2. Said Agreement is hereby approved as to form and content and is found to be in the best interest of Iowa County, Iowa and the eligible political subdivisions that adopt these Articles of Agreement, including the cities of Coralville, North Liberty, Tiffin, Oxford, Iowa City; the counties of Iowa and Johnson; and the Iowa County Soil & Water Conservation District and the Johnson County Soil & Water Conservation District.

3. The Auditor is hereby authorized to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E, Iowa Code.

It was moved by Walter and seconded by Pope the Resolution be adopted.

PASSED and APPROVED this 16 day of October, 2015.

TITLE Chairman

ATTEST: Jessica J Stohlmann
TITLE Auditor

RESOLUTION 09-03-15-01

RESOLUTION APPROVING THE ARTICLES OF AGREEMENT
CREATING THE CLEAR CREEK WATERSHED COALITION

WHEREAS, Johnson County, Iowa, desires to enter into an Agreement that would establish a Watershed Management Authority within the Clear Creek Watershed to enable cooperation in watershed planning and improvements pursuant to Iowa Code Chapter 466B.23 and;

WHEREAS, Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage and;

WHEREAS, this Agreement is made and entered into by the eligible political subdivisions that adopt these Articles of Agreement, including the cities of Coralville, North Liberty, Tiffin, Oxford, and Iowa City; the counties of Iowa and Johnson; and the Iowa County Soil & Water Conservation District and the Johnson County Soil & Water Conservation District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JOHNSON COUNTY, IOWA:

1. The Board Chair and the County Auditor are hereby authorized to sign and execute the Articles of Agreement for the Clear Creek Watershed Coalition, a copy of which is attached hereto and incorporated herein by this reference.

2. Said Agreement is hereby approved as to form and content and is found to be in the best interest of Johnson County, Iowa and the eligible political subdivisions that adopt these Articles of Agreement.

3. The County Auditor or other applicable staff person is hereby authorized to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E, Iowa Code.

It was moved by Rettig and seconded by Neuzil the Resolution be adopted this 3rd day of September, 2015.

Roll Call

Carberry Aye Harney Aye Neuzil Aye Rettig Aye Sullivan Aye

Pat Harney, Chairperson
Board of Supervisors

ATTEST:

Travis Weipert, Auditor
Johnson County, Iowa

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RESOLUTION NO. 2015-138

Resolution approving 28E Agreement between Coralville, Iowa; Iowa City, Iowa; North Liberty, Iowa; Oxford, Iowa; Tiffin, Iowa; Iowa County, Iowa; Johnson County, Iowa; the Iowa County Soil & Water Conservation District; and the Johnson County Soil & Water Conservation District; to establish the Clear Creek Water Shed Management Authority

WHEREAS, the parties to this Agreement agree to adopt the Articles of Agreement to establish the Clear Creek Water Shed Management Authority; and

WHEREAS, in order to create efficiencies with operations, the parties desire to enter into a 28E Agreement to establish the Clear Creek Waster Shed Management Authority; and

WHEREAS, it is in the best interest of the City of Coralville to enter into this 28E Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Coralville, Johnson County, Iowa, that the aforementioned 28E Agreement is hereby approved. Further, the Mayor and City Clerk are hereby directed to execute this Agreement on behalf of the City.

Passed and approved this 28th day of July, 2015.

John A. Lundell, Mayor

ATTEST:

Thorsten J. Johnson, City Clerk

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~~18~~

The above foregoing Resolution 2015-138 was introduced by Council Member Gross moved for its adoption. This motion was seconded by Council Member Dodds after discussion, the following roll was called:

AYES:	Goodrich, Hoeft, Gross, Gill, Dodds
NAYS:	None
ABSENT:	None

Whereupon the Mayor declared the motion duly carried and the Resolution duly adopted July 28, 2015.

John A. Lundell, Mayor

ATTEST:

Thorsten J. Johnson, City Clerk

11-10-15
4d(6)

Prepared by: Ronald Knoche, Public Works Director; (319) 356-5138

RESOLUTION NO. 15-348

RESOLUTION APPROVING THE ARTICLES OF AGREEMENT CREATING THE CLEAR CREEK WATERSHED COALITION

WHEREAS, the political subdivisions including the cities of Coralville, Iowa City, North Liberty, Oxford and Tiffin; the counties of Iowa and Johnson; the Iowa County Soil & Water Conservation District; and the Johnson County Soil & Water Conservation District (hereinafter collectively referred to as the "Members") desire to establish the Clear Creek Watershed Coalition, a Watershed Management Authority; and

WHEREAS, Chapters 28E and 466B of the Code of Iowa (2015), as amended, authorize the Members to establish a Watershed Management Authority to enable cooperation in watershed planning and improvements for the mutual advantage of the Members; and

WHEREAS, pursuant to Section 466B.23 of the Code of Iowa (2015), said Watershed Management Authority may perform any or all of the following activities:

1. Assess flood risks in the watershed;
2. Assess the water quality in the watershed;
3. Assess options for reducing flood risks and improving water quality in the watershed;
4. Monitor federal flood risk planning and activities;
5. Educate citizens regarding water quality and flood risks;
6. Allocate monies made available to the authority for the 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; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IOWA CITY, IOWA, THAT:

1. Said Agreement is hereby approved as to form and content and is found to be in the best interest of the City of Iowa City, Iowa.

2. The Mayor and the City Clerk are hereby authorized to sign and execute the Articles of Agreement for the Clear Creek Watershed Coalition, a copy of which is attached hereto and incorporated herein by this reference.

3. The City Manager, or designee, is hereby appointed to serve as the Iowa City representative on the Clear Creek Watershed Coalition Board of Directors.

4. The City Clerk is hereby authorized to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E, Iowa Code.

Passed and approved this 10th day of November, 2015.

MAYOR

ATTEST: Marian K. Karr
CITY CLERK

Approved by
Lara Granwood Hektoen
City Attorney's Office 11/4/15

It was moved by Payne and seconded by Botchway the Resolution be adopted, and upon roll call there were:

AYES:	NAYS:	ABSENT:	
X			Botchway
X			Dickens
X			Dobyns
X			Hayek
X			Mims
X			Payne
X			Throgmorton

RESOLUTION NO. 15-95

RESOLUTION APPROVING THE ARTICLES OF AGREEMENT CREATING THE CLEAR CREEK WATERSHED COALITION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LIBERTY, IOWA:

WHEREAS, the City of North Liberty desires to enter into an Agreement that would establish a Watershed Management Authority within the Clear Creek Watershed to enable cooperation in watershed planning and improvements pursuant to Iowa Code Chapter 466B.23 and;

WHEREAS, Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage and;

WHEREAS, this Agreement is made and entered into by the eligible political subdivisions that adopt these Articles of Agreement, including the cities of Coralville, North Liberty, Tiffin, Oxford, Iowa City; the counties of Iowa and Johnson; and the Iowa County Soil & Water Conservation District and the Johnson County Soil & Water Conservation District;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Mayor and the City Clerk are hereby authorized to sign and execute the Articles of Agreement for the Clear Creek Watershed Coalition, a copy of which is attached hereto and incorporated herein by this reference.

2. Said Agreement is hereby approved as to form and content and is found to be in the best interest of the City of North Liberty, Iowa and the eligible political subdivisions that adopt these Articles of Agreement, including the cities of Coralville, North Liberty, Tiffin, Oxford, Iowa City; the counties of Iowa and Johnson; and the Iowa County Soil & Water Conservation District and the Johnson County Soil & Water Conservation District.

3. The City Clerk is hereby authorized to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E, Iowa Code.

APPROVED AND ADOPTED this 25th day of August, 2015.

CITY OF NORTH LIBERTY:

Amy Nielsen

AMY NIELSEN, MAYOR

ATTEST:

Tracey Mulcahey

TRACEY MULCAHEY, CITY CLERK

RESOLUTION 2015-20

RESOLUTION APPROVING THE ARTICLES OF AGREEMENT
CREATING THE CLEAR CREEK WATERSHED COALITION

WHEREAS, the City of Oxford desires to enter into an Agreement that would establish a Watershed Management Authority within the Clear Creek Watershed to enable cooperation in watershed planning and improvements pursuant to Iowa Code Chapter 466B.23 and;

WHEREAS, Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage and;

WHEREAS, this Agreement is made and entered into by the eligible political subdivisions that adopt these Articles of Agreement, including the cities of Coralville, North Liberty, Tiffin, Oxford, Iowa City; the counties of Iowa and Johnson; and the Iowa County Soil & Water Conservation District and the Johnson County Soil & Water Conservation District;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF OXFORD, IOWA:

1. The Mayor and the City Clerk are hereby authorized to sign and execute the Articles of Agreement for the Clear Creek Watershed Coalition, a copy of which is attached hereto and incorporated herein by this reference.

2. Said Agreement is hereby approved as to form and content and is found to be in the best interest of the City of Oxford, Iowa and the eligible political subdivisions that adopt these Articles of Agreement, including the cities of Coralville, North Liberty, Tiffin, Oxford, Iowa City; the counties of Iowa and Johnson; and the Iowa County Soil & Water Conservation District and the Johnson County Soil & Water Conservation District.

3. The City Clerk is hereby authorized to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E, Iowa Code.

It was moved by Weppler and seconded by Cooling the Resolution be adopted.

Ayes: Ealy, Weppler, Morlan, Cooling, Jiras
Nays: None

PASSED and APPROVED this 11th day of August, 2015.

Penny K Jenn
Clerk

ATTEST: Gary McWhorter
Mayor

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RESOLUTION: 2015-092

RESOLUTION APPROVING THE ARTICLES OF AGREEMENT CREATING THE CLEAR CREEK WATERSHED COALITION

WHEREAS: the City of Tiffin desires to enter into an Agreement that would establish a Watershed Management Authority within the Clear Creek Watershed to enable cooperation in watershed planning and improvements pursuant to Iowa Code Chapter 466B.23 and;

WHEREAS: Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage and;

WHEREAS: this Agreement is made and entered into by the eligible political subdivisions that adopt these Articles of Agreement, including the cities of Coralville, North Liberty, Tiffin, Oxford, Iowa City; the counties of Iowa and Johnson; and the Iowa County Soil & Water Conservation District and the Johnson County Soil & Water Conservation District;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY TIFFIN, IOWA:

1. The Mayor and the City Administrator/Clerk are hereby authorized to sign and execute the Articles of Agreement for the Clear Creek Watershed Coalition, a copy of which is attached hereto and incorporated herein by this reference.

2. Said Agreement is hereby approved as to form and content and is found to be in the best interest of the City of Tiffin, Iowa and the eligible political subdivisions that adopt these Articles of Agreement, including the cities of Coralville, North Liberty, Tiffin, Oxford, Iowa City; the counties of Iowa and Johnson; and the Iowa County Soil & Water Conservation District and the Johnson County Soil & Water Conservation District.

3. The City Administrator/Clerk is hereby authorized to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E, Iowa Code.

It was moved by Bartels and seconded by Havens the Resolution be adopted.

PASSED and APPROVED this 22nd day of July, 2015.

Steven L. Berner, Mayor of Tiffin, Iowa

ATTEST: Doug Boldt, City Administrator/Clerk