
This Agreement, dated for reference purposes the 29th day of June, 2012, is made and entered into by and between the City of Dubuque, Dubuque County, the City of Asbury, the City of Peosta, the City of Centralia and Dubuque Soil and Water Conservation District.

Whereas, the parties of this agreement are governmental units of the State of Iowa, all of which have lands which drain surface water within the Catfish Creek Watershed and all of which have power and responsibility to construct, reconstruct, extend and maintain storm drainage facilities to improve water quality, reduce water quantity, promote groundwater recharge, and to protect, promote, and preserve water resources within the Watershed; and

Whereas, the parties desire to enter into a joint and cooperative agreement for the establishment of a Catfish Creek Watershed Authority to effectively plan, communicate, educate, and provide guidance for the Catfish Creek Watershed.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES AS FOLLOWS:

SECTION 1. NAME. The parties hereto create and establish the Catfish Creek Watershed Management Authority.

SECTION 2. DEFINITIONS. For the purpose of this Agreement, the terms used herein shall have the meanings as defined in this Section.
2.1 "Authority" means the Watershed Management Authority created by this Agreement pursuant to Iowa Code Chapter 28E and Section 466B.21.

2.2 "Board" means the Board of Directors of the Authority.

2.3 "Political subdivision" means cities, towns, counties, and soil and water conservation districts.

2.4 "Member" means the political subdivisions which enter into this Agreement.

2.5 "Catfish Creek Watershed" or "Watershed" means the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Catfish Creek and within the mapped areas delineated on the map shown in Section 3.

SECTION 3. CATFISH CREEK WATERSHED MAP
SECTION 4. MEMBERSHIP. The Authority shall consist of all the following political subdivisions:

(1) The City of Dubuque;
(2) Dubuque County;
(3) The City of Asbury;
(4) The City of Peosta;
(5) The City of Centralia;
(6) Dubuque Soil and Water Conservation District.

SECTION 5. BOARD OF DIRECTORS

5.1 The governing body of the Authority shall be the Board.

5.2 Directors of the Board shall be divided among the political subdivisions comprising the Authority and shall be appointed by the respective political subdivision’s elected legislative body.

5.3 Based upon Watershed demographics (area, population, and value) the Directors of the Board shall be appointed in the following manner:

(1) The City of Dubuque: 3 Directors
(2) Dubuque County: 2 Directors
(3) The City of Asbury: 1 Director
(4) The City of Peosta: 1 Director
(5) The City of Centralia: 1 Director
(6) Dubuque Soil and Water Conservation District: 1 Director

5.4 The Directors shall serve staggered terms of four years. The initial Board shall determine, by lot, the initial terms to be shortened and lengthened, as necessary, to achieve staggered terms. A person appointed to fill a vacancy shall be appointed in the same manner as the original appointment for the duration of the unexpired term. A Director is eligible for reappointment.

5.5 The Board may provide procedures for the removal of a Director who fails to attend three consecutive regular meetings of the board. If a Director is so removed, a successor shall be appointed for the duration of the unexpired term of the removed Director in the same manner as the original appointment. The appointing body may at any time remove a Director appointed by it for misfeasance, nonfeasance, or malfeasance in office.

5.6 The Board shall adopt bylaws and shall elect one Director as chairperson and one Director as vice chairperson, each for a term of two years, and shall appoint a secretary who need not be a Director. It shall be the duty of the
chairperson to appoint a Director to keep minutes at all meetings.

5.7 The Board shall comply with Open Meeting Law.

5.8 A majority of the membership of the Board shall constitute a quorum for the purpose of holding a meeting of the Board. The affirmative vote of a majority of a quorum shall be necessary for any action taken by an Authority unless the Authority's bylaws specify those particular actions of the Authority 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.

5.9 Directors shall serve without compensation from the Board, but this shall not prevent a governmental unit from providing compensation for its Director for serving on the board, if such compensation is authorized by such governmental unit and by law. Board funds may be used to reimburse a Director for expenses incurred in Board business and authorized by the Board.

5.10 The Board shall meet quarterly and/or as deemed necessary to set goals, and to review current and potential developments, grant opportunities, past accomplishments and future challenges.

5.11 The Board shall hold an Annual Review meeting each December to review accomplishments, challenges, and the associated fee schedule.

5.12 A political jurisdiction which has chosen not to join the Authority, join in the future upon approval of the Board.

SECTION 6. POWERS OF THE BOARD. The Board may:

6.1 Assess the flood risks in the watershed.

6.2 Assess the water quality in the watershed.

6.3 Assess options for reducing flood risk and improving water quality in the watershed.

6.4 Monitor federal flood risk planning and activities.

6.5 Educate residents of the watershed area regarding water quality and flood risks.

6.6 Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
6.7 Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

6.8 Employ such persons as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time, part-time, or consulting basis as the Board determines and shall be considered Board staff.

6.9 Contract for space and for material and supplies to carry on its activities.

6.10 Cooperate or contract with the State of Iowa or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.

6.11 In cooperation with the Dubuque Soil and Water Conservation District, appoint or administer a procedure to develop and complete a Watershed management plan for all of Catfish Creek.

6.12 Act as an advisory development review committee, for all political subdivisions, for all or any land disturbing and/or hydrologic alternations to the Watershed.

6.13 Provide any member with technical data or any other information of which the board has knowledge; which will assist the political subdivision in preparing land use classifications, urban Best Management Practices (BMPs), or Watershed management plans.

6.14 Establish and maintain devices for acquiring and recording hydrological and water quality data within the Watershed.

6.15 Establish a Technical Advisory Committee (TAC) comprised of staff from each Member. The TAC may be used to assist with grant applications, review of development approvals or procedures, or technical evaluations of capital projects.

SECTION 7. ADMINISTRATION. Administration of the Authority will be co-coordinated by the Dubuque Soil and Water Conservation District’s Urban Conservationist and a member of the City of Dubuque’s Engineering staff as appointed by the City Manager until the Board determines under Section __ that another method is more appropriate or viable.

SECTION 8. COMMUNICATIONS. Each party shall designate an individual as the primary contact. Such designation shall be in writing, and any change in designation shall also be in writing.
SECTION 9. DURATION; WITHDRAWAL OF MEMBER

9.1 This Agreement shall take effect upon execution by the parties as required by law, filing with the secretary of state and recording with the county recorder. This Agreement shall be in effect perpetually until terminated by agreement of all of the parties.

9.2 A party may withdraw from the Authority at any time by providing the other parties sixty (60) days notice of intent to withdraw.

9.3 A governmental subdivision which has withdrawn from the Authority may re-join upon written request to the Board.

SECTION 10. PARTNERSHIP OR JOINT VENTURE. The parties to this Agreement acknowledge that this is an independent venture of the parties and that none of the parties is a partner or joint venturer with any other party. The parties have no duties or responsibilities to each other, financial or otherwise, except as described herein.

SECTION 11. ENTIRE AGREEMENT.

11.1 This Agreement contains the entire agreement and integrates all of the terms and conditions contained in and incidental to such agreement and supersedes all prior negotiations and communications concerning this agreement, oral or written, between the parties, their agents, employees and representatives. No modifications or waiver of any provision in this Agreement shall be valid unless in writing and signed by all of the parties. If, for any reason, any provisions of this Agreement shall be inoperative, the validity and affect of the other provisions shall not be affected thereby.

11.2 If any provisions 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.

11.3 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties agree that none of the parties shall have the right to assign their rights and obligations hereunder to any party without prior written consent of the other parties. Such consent shall not be unreasonably withheld.

SECTION 12. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

SECTION 13. PROHIBITION ON TAXATION. The Authority shall have no authority to levy any tax.
SECTION 14. AMENDMENTS. This Agreement may be amended at any time by the parties. All amendments shall be in writing, signed by all of the parties, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code section 28E.8 (2011).

SECTION 15. FILING AND RECORDING. It is agreed that the Dubuque Soil and Water Conservation District’s Urban Conservationist will file this Agreement in an electronic format with the Iowa Secretary of State as required by Iowa Code section 28E.8 (2011).

(Signature Pages To Follow)
APPROVED BY: DUBUQUE COUNTY BOARD OF SUPERVISORS

Daryl Klein, Chair

Date: June 18, 2012

ATTEST:
Mona Manternach
Dubuque County Auditor

STATE OF IOWA )
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on the 18 day of June, 2012 by Wayne Demmer and Mona Manternach, as Chair of the Dubuque County Board of Supervisors and Dubuque County Auditor, respectively.

Mary Ann Specht
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: DUBUQUE SOIL and WATER CONSERVATION DISTRICT

Melvin Wilgenbusch, Chairman

Date: ____________, 2012

STATE OF IOWA )
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on the ____ day of ________, 2012 by Melvin Wilgenbusch as Chairperson of the Dubuque Soil and Water Conservation District.

NOTARY PUBLIC FOR THE STATE OF IOWA
APPROVED BY: DUBUQUE COUNTY BOARD OF SUPERVISORS

_________________________  Date: ___________________, 2012
Wayne Demmer, Chair

ATTEST:
_________________________
Mona Manternach
Dubuque County Auditor

STATE OF IOWA  )
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on the ___ day of __________, 2012 by Wayne Demmer and Mona Manternach, as Chair of the Dubuque County Board of Supervisors and Dubuque County Auditor, respectively.

_________________________
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: DUBUQUE SOIL and WATER CONSERVATION DISTRICT

_________________________  Date: 6/5, 2012
Melvin Wilgenbusch, Chairman

STATE OF IOWA  )
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on the ___ day of ___ , 2012 by Melvin Wilgenbusch as Chairperson of the Dubuque Soil and Water Conservation District.

Sandralee M. Scott
Iowa Notarial Seal
Commission Number 146807
My Commission Expires 04/14/2015

_________________________
NOTARY PUBLIC FOR THE STATE OF IOWA
APPROVED BY: CITY OF DUBUQUE

Roy D. Buol, Mayor

Date: May 7, 2012

ATTEST:
Kevin S. Firnsthall
City Clerk

STATE OF IOWA  
COUNTY OF DUBUQUE  

This instrument was acknowledged before me on the _ day of __________, 2012 by Roy D. Buol and Kevin Firnsthall, as Mayor of the City of Dubuque and City Clerk of Dubuque, respectively.

TRISH L. GLEASON
Commission Number 719986
My Commission Expires 12/31/14

NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: ASBURY CITY COUNCIL

__________________________________________  Date: ____________, 2012
James Adams, Mayor

ATTEST:
Sara Burke
City Clerk

STATE OF IOWA  
COUNTY OF DUBUQUE  

This instrument was acknowledged before me on the ___ day of __________, 2012 by James Adams and Sara Burke, as Mayor of the City of Asbury and City Clerk of Asbury, respectively.

NOTARY PUBLIC FOR THE STATE OF IOWA
APPROVED BY: CITY OF DUBUQUE

______________________________ Date: ______________, 2012
Roy D. Buol, Mayor

ATTEST:
______________________________
Kevin S. Firnstahl
City Clerk

STATE OF IOWA )
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on the ___ day of ______________, 2012 by Roy D. Buol and Kevin Firnstahl, as Mayor of the City of Dubuque and City Clerk of Dubuque, respectively.

NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: ASBURY CITY COUNCIL

______________________________ Date: ______________, 2012
Robert Reisch, Mayor Protem

ATTEST:
______________________________
Sara Burke
City Clerk

STATE OF IOWA )
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on the ___ day of MAY, 2012 by Robert Reisch and Sara Burke, as Mayor of the City of Asbury and City Clerk of Asbury, respectively.

NOTARY PUBLIC FOR THE STATE OF IOWA
APPROVED BY: PEOSTA CITY COUNCIL

Dick Avenarius, Mayor

Date: 6/28/2012

ATTEST:
Karen Snyder
City Clerk

STATE OF IOWA )
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on June 28, 2012 by Dick Avenarius and Karen Snyder, as Mayor of the City of Peosta and City Clerk of Peosta, respectively.

LINDA A. AUGUSTIN
Commission Number 728800
My Comm. Exp. 05/19/2013

NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: CENTRALIA CITY COUNCIL

Jean Wuertz, Mayor

Date: ____________, 2012

ATTEST:

David Schueller
City Clerk

STATE OF IOWA )
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on __________, 2012 by Jean Wuertz and David Schueller, as Mayor of the City of Centralia and City Clerk of Centralia, respectively.

NOTARY PUBLIC FOR THE STATE OF IOWA
APPROVED BY: PEOSTA CITY COUNCIL

________________________________________  Date: ___________, 2012
Dick Avenarius, Mayor

ATTEST:
________________________________________
Karen Snyder
City Clerk

STATE OF IOWA  )
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on __________, 2012 by Dick
Avenarius and Karen Snyder, as Mayor of the City of Peosta and City Clerk of
Peosta, respectively.

______________________________
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: CENTRALIA CITY COUNCIL

______________________________  Date: 5/16/12, 2012
Jean Wuertz, Mayor

ATTEST: _______________________
David Schueller
City Clerk

STATE OF IOWA  )
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on May 16, 2012 by Jean
Wuertz and David Schueller, as Mayor of the City of Centralia and City Clerk of
Centralia, respectively.

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NOTARY PUBLIC FOR THE STATE OF IOWA

PEGGY LEHMANN
Commission Number 189095
My Commission Expires 3-4-2015