



Paul D. Pate  
Secretary of State  
State of Iowa

# 28E Agreement

FOR OFFICE USE ONLY

FILED

M510043

6/22/2017 9:19:59 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	Buena Vista County	County	Buena Vista
Party 2	Pocahontas County	County	Pocahontas
Party 3	Greene County	County	Greene
Party 4	Dallas County	County	Dallas
Party 5	Carroll County	County	Carroll

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

**Item 2.** The type of Public Service included in this agreement is: 310 Water System  
(Enter only one Service Code and Description) Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 North Raccoon Watershed Management Authority

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

**Item 5.** Does this agreement amend or renew an existing agreement? *(check one)*  
 NO  
 YES Filing # of the agreement: M510033  
(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 Navratil FIRST Name Keri  
 Title City Manager Department City Manager  
 Email Navratil@stormlake.org Phone 7127328000



*Paul D. Pate*  
 Secretary of State  
 State of Iowa

## 28E Agreement Additional Participants

FOR OFFICE USE ONLY

FILED

M510043

6/22/2017 9:19:59 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	Sac County	County	Sac
Party 7	Calhoun County	County	Calhoun
Party 8	Polk County	County	Polk
Party 9	Webster County	County	Webster
Party 10	Boone County	County	Boone
Party 11	Buena Vista County SWCD	Regional or District	Buena Vista
Party 12	Webster County SWCD	Regional or District	Webster
Party 13	Greene County SWCD	Regional or District	Greene
Party 14	Boone County SWCD	Regional or District	Boone
Party 15	Polk County SWCD	Regional or District	Polk
Party 16	Madison County SWCD	Regional or District	Madison
Party 17	Sac County SWCD	Regional or District	Sac
Party 18	Carroll County SWCD	Regional or District	Carroll
Party 19	Pocahontas County SWCD	Regional or District	Pocahontas
Party 20	Dallas County SWCD	Regional or District	Dallas
Party 21	City of Storm Lake	City	Buena Vista
Party 22	City of Lake View	City	Sac
Party 23	City of Lake City	City	Calhoun
Party 24	City of Perry	City	Dallas
Party 25	City of Van Meter	City	Dallas
Party 26	City of Lidderdale	City	Carroll
Party 27	City of Grimes	City	Dallas
Party 28	City of Lohrville	City	Calhoun
Party 29	City of Lakeside	City	Buena Vista
Party 30	City of Glidden	City	Carroll
Party 31	City of Newell	City	Buena Vista
Party 32	City of Nemaha	City	Sac
Party 33	City of Clive	City	Polk
Party 34	City of Fonda	City	Pocahontas
Party 35	City of Laurens	City	Pocahontas

\*Enter "Other" if  
 not in Iowa



North Raccoon River Watershed Management Coalition

28E Agreement

THIS JOINT AND COOPERATIVE AGREEMENT (hereinafter referred to as the "Agreement" is voluntarily entered into by all parties/participants on signature pages and presented to the Iowa Secretary of State on this 20th of April, 2017 pursuant to the authority of the Code of Iowa, Chapter 28E.

WHEREAS, Iowa Code section 466B of the Code of Iowa 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 (HUC) 8 watershed, to enter into agreement under Chapter 28E of the Code of Iowa to establish a watershed management authority (coalition) to enable cooperation in supporting watershed, planning and improvements for the mutual advantage of the political subdivisions involved: and

WHEREAS, pursuant to Code of Iowa Section 466B.22, a watershed management authority (coalition) 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 risk
6. Seek and allocate monies made available to the Authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreement and execute all instruments necessary or incidental to the performance of the duties of the Authority; and;

WHEREAS, the counties of Boone County, Iowa; Buena Vista County, Iowa; Calhoun County, Iowa; Carroll County, Iowa; Dallas County, Iowa; Greene County, Iowa; Pocahontas County, Iowa; Polk County, Iowa; Sac County, Iowa; Webster County, Iowa; the City of Clive, Iowa; the City of Fonda; the City of Glidden, Iowa; the City of Grimes, Iowa; the City of Lake City, Iowa, the City of Lakeside, Iowa; the City of Lake View, Iowa; the City of Laurens, Iowa; the City of Lidderdale; the City of Lohrville, Iowa; the City of Nemaha, Iowa; the City of Newell, Iowa; the City of Perry, Iowa; the City of Storm Lake; the City of Van Meter, Iowa; the Boone County Soil and Water Conservation District; the Buena Vista County Soil and Water Conservation District; the Calhoun County Soil and Water Conservation District; the Carroll County Soil and Water Conservation District; the Dallas County Soil and Water Conservation District; the Greene County Soil and Water Conservation District; the Madison County Soil and Water Conservation District; the Pocahontas County Soil and Water Conservation District; the Polk County Soil and Water Conservation District; Sac County Soil and Water Conservation District; and Webster Soil and Water Conservation District deem establishment of the North Raccoon River Watershed Management Coalition (hereinafter referred to as the "Coalition"), a watershed management authority (Coalition) encompassing all of the North Raccoon River watershed, which falls within the same HUC 8 watershed (07100006), to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into the Agreement pursuant to Code Of Iowa Chapter 28E for the purpose of establishing the Authority to carry out watershed planning and improvements in the North Raccoon Watershed.

NOW, THEREFORE, in consideration of the mutual covenants hereafter set forth, the participants agree as follows:

1. CREATION OF THE COALITION.

Upon the effective date identified in the first Paragraph, there is hereby created a public agency to be known as the "North Raccoon River Watershed Management Coalition" ("The Coalition"). 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.

2. NORTH RACCOON RIVER WATERSHED BOUNDARY.

The area within this Agreement shall be known as the North Raccoon River Watershed Boundary. At the inception of this Agreement, this Boundary is shown in Attachment A.

3. PURPOSE AND FUNCTIONS.

The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully encourage, plan for, and implement watershed activities within the North Raccoon River watershed, including but not limited to the following activities authorized pursuant to Code of Iowa Section 466B.22:

- a. Assess the flood risks in the watershed.
- b. Assess and improve 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 regarding flood risks and water quality.
- f. Seek and allocate monies made available to the Coalition for purposes of water quality and flood mitigation.
- g. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Coalition. The Coalition shall not have the power to acquire property by eminent domain. All interests in lands shall be held in the name of the Party wherein said lands are located.

#### 4. GOVERNANCE

- a. It is the intention of this Agreement that the Coalition be established as an administrative agency and that the inherent governmental powers of any Party not be affected in any way beyond the terms of this Agreement.
- b. A joint board of the Parties known as the North Raccoon River Watershed Management Coalition Board (hereinafter referred to as the "Board") shall be responsible for coordinating watershed planning and improvements and executing activities directed to fulfilling the purposes of this Agreement. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement. The Board shall meet at least once a calendar year. Except as otherwise provided in this Agreement, the actions of the Board shall be the actions of the Coalition.
- c. The Board shall comply with the Open Meeting Law (Iowa Code Chapter 21), Open Records Law (Iowa Code Chapter 22) and gender balance requirements (Iowa Code Section 69.16A).
- d. The Board will develop, adopt, and from time-to-time amend governing bylaws, operating policies, and administrative procedures.
- e. The Board members shall receive no compensation for serving in such a capacity but may be reimbursed for actual expenses incurred by their respective governing body or by the Coalition subject to the existence and availability of funds.
- f. A director may be removed after missing three consecutive regular meetings of the Board. If a director is removed, the appointing agency shall appoint a successor or a designated alternate. The appointing body may at any time remove a director appointed by it.
- g. 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. 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.
- h. A majority of the membership of the Board shall constitute a quorum of the Board for the purpose of holding a meeting of the Board. The affirmative vote of a majority of the quorum shall be necessary for any action taken by the Coalition 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 Coalition.

#### 5. DURATION

This Agreement shall be in effect in perpetuity until terminated pursuant to Section 13.

#### 6. POWERS AND DUTIES

- a. The parties to this Agreement shall retain all powers and duties conferred by law but shall work together in the exercise of such powers and the performance of this Agreement. Each party shall be responsible for:

1. Identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the North Raccoon River watershed boundary;
2. Identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the watershed;
3. Identifying the most effective best management practices for water quantity and water quality improvements in the watershed;
4. Participating in educational/outreach programs regarding water quality and flood risks;
5. Identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the watershed;
6. Providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Parties;
7. Securing such financing, including grants, loans and the issuance of bonds of loan agreements, as determined by the respective Party to be necessary or desirable to achieve the objectives of the agreement;
8. Designing and bidding of projects;
9. Administering contracts; and
10. Observing construction.

## 7. OPERATIONS

- a. Within its available resources through funding or in-kind support, the Coalition may employ one or more staff members.
- b. In addition to other powers and duties, the Coalition will oversee the performance of all staff members and in-kind contributions to the Coalition of personnel, materials, and equipment.
- c. Within its available resources through funding or in-kind support, the Coalition may acquire or lease equipment and supplies necessary to its work, acquire or lease office space, acquire and manage facilities related to its work, and insure against identified risks.
- d. The Coalition may enter into cooperative agreements and other contracts with other agencies, entities, and individuals.
- e. The Board may create committees and task forces to support its work and, within its available resources through funding or in-kind support, engage experts and consultants.

## 8. MANNER OF FINANCING

- a. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds, as well as in-kind contributions, as necessary to support work pursuant to this Agreement. It is agreed and understood by the parties hereto that no financial obligations upon any party are intended to be created hereby.
- b. Members of the Coalition may, if deemed necessary and appropriate, contribute through an equitable formula, make appropriations from their respective budgets for

the operation and administration of the Coalition. Such a formula shall be presented and passed by Resolution by all parties bound by this Agreement. These appropriations may be utilized for but not limited to the employment of staff, marketing, grant writing fees, and administrative fees to Fiscal Agents. Any such contributions from the governing bodies of this Agreement shall be binding to fulfill.

- c. No action to contribute funds by a Board member of the Coalition is binding on the Party that he or she represents without official approval by the governing body of that Party. No Party may be required to contribute funds to the Coalition.
- d. 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 would be a Party of other organization meeting the fiscal agent standards outlined in the bylaws.
- e. All funds received for use by the Coalition shall be held in a special fund by one of the Parties who shall act as the fiscal agent, pursuant to a written Fiscal Agent Agreement between the fiscal agent and the Coalition. When funds are provided as a grant or loan directed to a Party of the Coalition for a project administered by that Party, the funds shall be retained and administered by that Party.
- f. The Coalition shall have full authority to apply for and receive grants or endorse a participant to do the same for facilities construction and programming, but neither the Coalition nor the participants in this Agreement shall be obligated to contribute or expend non-grant monies beyond amounts included in an approved budget. The Coalition may enter into agreements with grant writers and Fiscal Agents to both write grants and administrate dollars, which may be received either by the Coalition or a party to this Agreement for projects approved by the Coalition.
- g. The Coalition shall have no power to impose any tax of any nature, nor pledge the credit of any of Parties to this Agreement, not incur and debt or other financial obligation the payment of which has not been provided for in the current or an approved future budget.

#### 9. SEVERABILITY/INVALIDITY

If any term, provision, or condition of this Agreement shall be determined to be invalid by a court or competent jurisdiction, such invalidity shall in no way effect the validity of any other term, provision, or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the Parties to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

#### 10. GOVERNING LAW

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



## 11. REPORTS AND AUDITS

Between January 1 and January 15 of each year, the Coalition shall prepare and deliver to each Party, an annual report which summarizes the programs and activities conducted or expected to be conducted by the Coalition during the previous, current, and ensuing fiscal year. In the event that the Coalition establishes a financial budget, the Coalition shall also comply with the audit provisions under Iowa Code Section 11.6 and shall furnish copies of the audit report to each Party.

## 12. CONFLICT OF INTEREST

The Coalition and its Committee shall be subject to all laws of the State of Iowa relating to conflicts of interest and gifts which are applicable to municipalities and municipal officers generally.

## 13. AMENDMENTS

- a. 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).
- b. Any Party desiring an amendment to this Agreement shall notify other Parties of its desire, and the reasons for the request. Such a request shall be in writing to the other governing bodies of the Parties, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.
- c. If the request is agreed to by the other Parties, each Party shall prepare and submit to the others a certified resolution confirming the affirmative vote of the Party's governing body.
- d. The Amendment shall take effect ten (10) days following receipt of the last such resolution by the other Parties. Amendments shall be filed and recorded as required by Section 15 hereof.

## 14. ADDITIONAL PARTIES

- a. A City, County, or Soil and Water Conservation District within the North Raccoon River watershed who is not a Part, may request, in writing to the Coalition, to become a Party.
- b. Such a request shall be considered and decided by a 2/3 vote of the Board, and shall become effective when the new Party has signed the then-current Agreement pursuant to a resolution of its governing body and the requisite filing with the Iowa Secretary of State and/or County Auditor has been accomplished.

## 15. TERMINATION OF AGREEMENT/DISSOLUTION OF AGENCY

This Agreement shall terminate upon the mutual agreement of the governing bodies of all Parties in the Coalition. Upon termination, all property and money then owned by the Coalition shall be distributed equally among its members after payment of all debts.

Any funds donated under a stipulation limiting their use shall be dispersed consistent with the owner's direction. The governing body of each jurisdiction may individually withdraw from their participation in the Agreement after providing the Coalition a written 90 day notice of intent. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

- a. Any balance of a fund created by the mechanism described in this Agreement, shall be returned to the party per the same formula which created the fund.
- b. To the extent the Authority may possess funds received from contributions towards a specific project and such funds have not been expended, such funds shall be returned to the donors to the extent possible.
- c. If the Coalition should own any facility or property, and this Authority is terminated, such facility or property may be donated and turned over to a non-profit or governmental entity or sold and proceeds divided equitably between the parties involved in this Agreement.

#### 16. EFFECTIVE DATE.

This Agreement shall take effect upon execution by the Parties as required by law and filing with the Secretary of State in an electronic format.

#### 17. RECORDATION

This Agreement shall be recorded pursuant to the requirements of the Code of Iowa, Chapter 28E.

#### 18. ENTIRE AGREEMENT

This Agreement and attachments hereto constitute the entire Agreement among the Parties and supersedes or replaces any prior agreements among the Parties relating to its subject matter.

#### 19. NO WAIVER

The waiver or acceptance by any Party of a breach or violation of any provision(s) of this Agreement by another Party shall not operate as, or be construed to be, a waiver of any other or subsequent breach.

#### 20. NO ASSIGNMENT OR DELEGATION

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside entity without the prior approval of the Board.

## 21. NOTICES

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the representative designated to receive notice for each Party as set forth in this Agreement. The effective date of any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified U.S. Mail, return receipt requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

Notices shall be delivered to the following persons regarding each Party:

- County: Chairperson, Boone County Board of Supervisors  
Boone County Administration  
201 State St. Ste. 14  
Boone, Iowa 50036
- County: Chairperson, Buena Vista Board of Supervisors  
Buena Vista County Administration  
215 E. 5<sup>th</sup> St. PO Box 220  
Storm Lake, IA 50588
- County: Chairperson, Calhoun County Board of Supervisors  
Calhoun County Administration  
416 4<sup>th</sup> St., Ste. 5  
Rockwell City, IA 50579
- County: Chairperson, Carroll County Board of Supervisors  
Carroll County Administration  
114 E. 6<sup>th</sup> St., Courthouse  
Carroll, IA 51401
- County: Chairperson, Dallas County Board of Supervisors  
Dallas County Administration  
801 Court Street  
Adel, IA 50003
- County: Chairperson, Greene County Board of Supervisors  
Greene County Administration  
114 N. Chestnut  
Jefferson, IA 50129

County: Chairperson, Pocahontas County Board of Supervisors  
Pocahontas County Administration  
99 Court Square  
Pocahontas, IA 50574

County: Chairperson, Polk County Board of Supervisors  
Polk County Administration  
111 Court Ave.  
Des Moines, IA 50309

County: Chairperson, Sac County Board of Supervisors  
Sac County Administration  
100 NW State Street  
Sac City, IA 50583

County: Chairperson, Webster County Board of Supervisors  
703 Central Ave.  
Fort Dodge, IA 50501

Clive: Mayor, City of Clive  
1900 NW 114<sup>th</sup> Street  
Clive, IA 50325

Fonda: Mayor, City of Fonda  
104 W. 2<sup>nd</sup> Street  
PO Box 367  
Fonda, IA 50540

Glidden; Mayor, City of Glidden  
PO Box 349  
Glidden, IA 51443

Grimes: Mayor, City of Grimes  
101 NE Harvey  
Grimes, IA 50011

Lake City: Mayor, City of Lake City  
105 Center St.  
Lake City, IA 51449

Lakeside: Mayor, City of Lakeside  
104 Ash St.  
Lakeside, IA 50588

Lake View: Mayor, City of Lake View  
305 Main St. PO Box 18  
Lake View, IA 51450

Laurens: Mayor, City of Laurens  
272 N3rd St.  
Laurens, IA

Lidderdale: Mayor, City of Lidderdale  
115 N. Main St.  
Lidderdale, IA 51452

Lohrville: Mayor, City of Lohrville  
605 2<sup>nd</sup> St. PO Box 257  
Lohrville, IA 51453

Nemaha: Mayor, City of Nemaha  
Box 52  
Nemaha, IA 50567

Newell: Mayor, City of Newell  
PO Box 315  
Newell, IA 50568

Perry: Mayor, City of Perry  
1102 Willis Ave, Ste. 300 PO Box 545  
Perry, IA 50220

Storm Lake: Mayor, City of Storm Lake  
620 Erie St. PO Box 1086  
Storm Lake, IA 50588

Van Meter: Mayor, City of Van Meter  
310 Mill St. PO Box 160  
Van Meter, IA 50261

Boone  
Soil & Water  
Conservation  
District: Chairperson, Boone SWCD  
1602 Snedden Dr.  
Boone, IA 50036

Buena Vista  
Soil & Water  
Conservation

District: Chairperson, Buena Vista SWCD  
1617 N. Lake Ave.  
Storm Lake, IA 50588

Calhoun  
Soil & Water  
Conservation

District: Chairperson, Calhoun SWCD  
905 High St.  
Rockwell City, IA 50579

Carroll  
Soil & Water  
Conservation

District: Chairperson, Carroll SWCD  
1917 N Hwy 71 Ste. 1  
Carroll, IA 51401-3355

Dallas  
Soil & Water  
Conservation

District: Chairperson, Dallas SWCD  
1918 Greene St.  
Adel, IA 50003

Greene  
Soil & Water  
Conservation

District: Chairperson, Greene County SWCD  
1703 N. Elm St. Ste. 2  
Jefferson, IA 50129

Madison County  
Soil & Water  
Conservation

District: Chairperson, Madison County SWCD  
815 E. Hwy 92 PO Box 267  
Winterset, IA 50273

Pocahontas  
Soil & Water  
Conservation

District: Chairperson, Pocahontas SWCD  
600 West Elm Ave.  
Pocahontas, IA 50574

Polk  
Soil & Water  
Conservation

District: Chairperson, Polk SWCD  
1513 North Ankeny Blvd. Ste. 3  
Ankeny, IA 50023-4167

Sac County  
Soil & Water  
Conservation

District: Chairperson, Sac County SWCD  
404 Morningside Drive  
Sac City, IA 50583-1442

Webster  
Soil & Water  
Conservation

District: Chairperson, Webster SWCD  
1898 Kountry Lane, Ste. 1  
Fort Dodge, IA 50501-8722

## 22. AUTHORITY AND AUTHORIZATION

Each party to this Agreement shall supply to the Coalition a copy of the resolution by the governing body of each Party as evidence of the power and authority of each Party to enter into this Agreement.

## 23. HEADING AND CAPTIONS.

The paragraph heading and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

## 24. SIGNATURE PAGES

The Parties 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 Party.

North Raccoon River Watershed Management Coalition  
28E Agreement

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

City of Storm Lake, Iowa

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_



22. AUTHORITY AND AUTHORIZATION

Each party to this Agreement shall supply to the Coalition a copy of the resolution by the governing body of each Party as evidence of the power and authority of each Party to enter into this Agreement.

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Dated this 29 day of April 2017.

Boone County, Iowa

BY: 

Chairman

ATTEST: 

22. AUTHORITY AND AUTHORIZATION

Each party to this Agreement shall supply to the Coalition a copy of the resolution by the governing body of each Party as evidence of the power and authority of each Party to enter into this Agreement.

23. HEADING AND CAPTIONS.

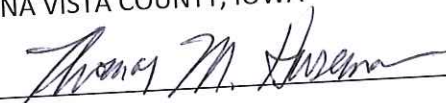
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Dated this 4<sup>th</sup> day of April 2017.

BUENA VISTA COUNTY, IOWA

BY:   
Chairman

ATTEST: 

22. AUTHORITY AND AUTHORIZATION

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Dated this 25th day of April 2017.

CALHOUN COUNTY, IOWA

BY: Scott Javor  
Chairman, Board of Supervisors

ATTEST: Robin D. Batz  
Calhoun County Auditor

22. AUTHORITY AND AUTHORIZATION

Each party to this Agreement shall supply to the Coalition a copy of the resolution by the governing body of each Party as evidence of the power and authority of each Party to enter into this Agreement.

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Dated this 21 day of FEBRUARY 2017.

Carroll County Board of Supervisors, Carroll County, Iowa

BY: Eugene Mearns  
Chairman

ATTEST: Kourtney LaBeck

22. AUTHORITY AND AUTHORIZATION

Each party to this Agreement shall supply to the Coalition a copy of the resolution by the governing body of each Party as evidence of the power and authority of each Party to enter into this Agreement.

23. HEADING AND CAPTIONS.

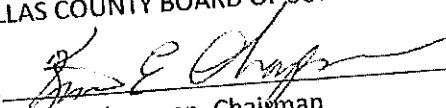
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Dated this 21<sup>st</sup> day of February 2017.

DALLAS COUNTY BOARD OF SUPERVISORS


BY:   
Kim Chapman, Chairman

ATTEST: 

Dated this 9 day of January 2017

Greene County, IOWA

BY:   
Chair, Board of Supervisors

ATTEST:   
County Auditor



22. AUTHORITY AND AUTHORIZATION

Each party to this Agreement shall supply to the Coalition a copy of the resolution by the governing body of each Party as evidence of the power and authority of each Party to enter into this Agreement.

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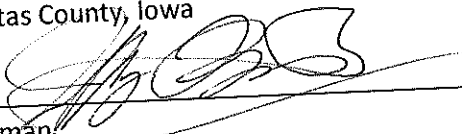
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Dated this 24th day of January 2017.

Pocahontas County, Iowa

BY:   
Chairman

ATTEST: Cathy Treck

22. AUTHORITY AND AUTHORIZATION

Each party to this Agreement shall supply to the Coalition a copy of the resolution by the governing body of each Party as evidence of the power and authority of each Party to enter into this Agreement.

23. HEADING AND CAPTIONS.

The paragraph heading and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

24. SIGNATURE PAGES

The Parties 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 Party.

Dated this 28<sup>TH</sup> day of FEBRUARY 2016.

(e.g. BUENA VISTA SOIL AND WATER CONSERVATION DISTRICT, IOWA)

BY: John F. Mauro  
Chairman, Polk County Board of Supervisors

ATTEST: Becky Sewey



RESOLUTION

Moved by Van Oort, Seconded by Connolly that the following resolution be adopted:

WHEREAS, under Chapter 28E of the Code of Iowa, the Polk County Board of Supervisors as a public agency, may enter into an agreement with a public or private agency authorized under the laws of this state to cooperate in such a way as to provide joint services and facilities with other agencies, and to cooperate in other ways to mutual advantage; and

WHEREAS, in response to ongoing flood events and water quality issues within the North Raccoon River watershed, it is recommended that a watershed management coalition be established as per Chapter 466B of the Code of Iowa to enable cooperation and to support watershed planning and improvements that are to the mutual advantage of the political subdivisions involved; and

WHEREAS, the Cities, Counties, and County Soil Conservation Districts within the watershed have developed a 28E Agreement to establish the North Raccoon River Watershed Management Coalition whose primary purpose will be to carry out watershed planning and improvements in this watershed; and

WHEREAS, a portion of Polk County is included within the North Raccoon River watershed and it would be beneficial to Polk County to be a member of the North Raccoon River Watershed Management Coalition to participate in its governance and provide input into the management of this watershed.

NOW, THEREFORE, BE IT RESOLVED that the Director of Public Works be authorized to process the "Joint and Cooperative Agreement" with the parties involved and complete the project as follows:

- 1) Chairperson of the Polk County Board of Supervisors to sign agreement.
- 2) Agreement to be recorded with the Polk County Recorder.
- 3) Assure Agreement is filed with the Secretary of State.
- 4) Return a copy of agreement to all Parties of the Agreement.
- 5) Provide planning and administration needed to implement the Agreement

POLK COUNTY BOARD OF SUPERVISORS:

John F. Mauro  
Chairperson

RECOMMENDED FOR APPROVAL:

Robert Rice  
Robert Rice, Director  
Polk County Public Works

APPROVED AS TO FORM:

David Hubbard  
Assistant County Attorney

Fiscal Impact: None

ROLL CALL  
FOR ALLOWANCE

FEB 28 2017

ALLOWED BY VOTE  
OF BOARD  
John F. Mauro  
CHAIRPERSON

Steve Van Oort	<del>Yea</del>	Nay
Robert Brownell	<del>Yea</del>	Nay
Tom Hockensmith	<del>Yea</del>	Nay
Angela Connolly	<del>Yea</del>	Nay
John F. Mauro	<del>Yea</del>	Nay
Yea	5	Nay 0

Above tabulation made by JD

# 11

Dated this 25 day of April ~~2016~~ <sup>2017</sup>

Sac County, Iowa

BY: *Samuel Drake*  
Chairman

ATTEST: *Renee Roland*

North Raccoon River Watershed Management Coalition  
28E Agreement

Dated this 3 day of May 2017.

Webster County, Iowa

BY: \_\_\_\_\_

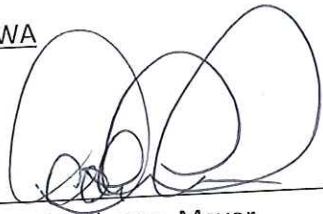
Chairman

ATTEST: \_\_\_\_\_

Dated this 13 day of April 2017.

CITY OF CLIVE, IOWA  
Jurisdiction

BY:



\_\_\_\_\_  
Scott Cirksena, Mayor

ATTEST:



\_\_\_\_\_  
Joyce Cortum, City Clerk

22. AUTHORITY AND AUTHORIZATION

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Dated this 5<sup>th</sup> day of April 2017.

City of Fonda

BY: \_\_\_\_\_

Don Wolf, Mayor

ATTEST: \_\_\_\_\_

Angela Duitsman, City Clerk

22. AUTHORITY AND AUTHORIZATION

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Dated this 27 day of February 2016.

(e.g. BUENA VISTA SOIL AND WATER CONSERVATION DISTRICT, IOWA)

BY: [Signature], Mayor  
Chairman

ATTEST: [Signature], City Clerk

CITY OF GLIDDEN

22. AUTHORITY AND AUTHORIZATION

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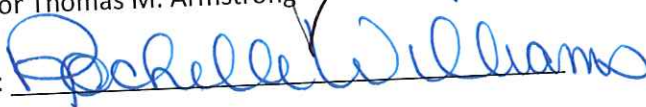
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Dated this 28 day of Feb 2016, 7

City of Grimes

BY:   
Mayor Thomas M. Armstrong

ATTEST: 

City Clerk Rochelle Williams

North Raccoon River Watershed Management Coalition  
28E Agreement

Dated this 3<sup>rd</sup> day of May 2017.

City of Lake City, Iowa

BY: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

*Heidi Bots*

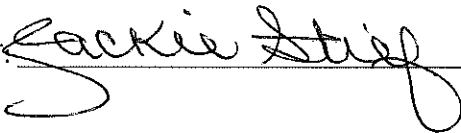


North Raccoon River Watershed Management Coalition  
28E Agreement

Dated this 5 day of 2 2017.

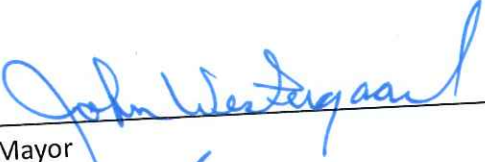
City of Lakeside

BY:   
Mayor

ATTEST: 

Dated this 3<sup>rd</sup> day of January, 2017.

LAKE VIEW, IOWA

BY:   
Mayor

ATTEST:   
City Clerk

North Raccoon River Watershed Management Coalition  
28E Agreement

Dated this 17<sup>th</sup> day of April 2017.

City of Laurens, Iowa

BY:   
\_\_\_\_\_  
Mayor

ATTEST: W/any & ped  
\_\_\_\_\_

22. AUTHORITY AND AUTHORIZATION

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Dated this 13th day of March 2017.

(City of Lidderdale)

BY:   
Mayor

ATTEST:   
Clerk

22. AUTHORITY AND AUTHORIZATION

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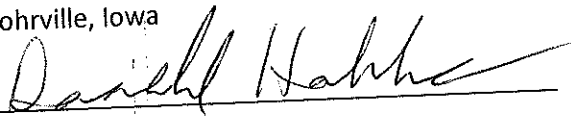
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Dated this 14th day of March 2017.

City of Lohrville, Iowa

BY:   
Mayor

ATTEST: 

RESOLUTION 21717

RESOLUTION APPROVING 28E AGREEMENT BETWEEN THE CITY OF NEMAHA,  
IOWA AND THE MEMBERS OF THE NORTH RACCOON RIVER WATERSHED  
MANAGEMENT COALITION

BE IT ENACTED BY THE COUNCIL OF THE CITY OF NEMAHA, IOWA:

WHEREAS, The City of Nemaha and the members of the North Raccoon River Watershed Management Coalition that it is in the best interest of both the City and the Coalition to enter into a 28E Agreement regarding the establishment of a watershed management authority (coalition) to enable cooperation in supporting watershed, planning and improvements for the mutual advantage of the political subdivisions involved; and

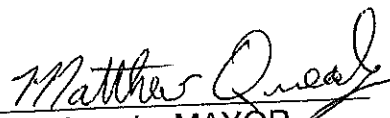
WHEREAS, Chapter 28E of the Code of Iowa allows governmental entities to enter into agreements; and

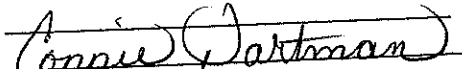
WHEREAS, the Mayor and City Attorney have reviewed the attached Agreement and recommended to the Council that it be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nemaha, Iowa that the 28E Agreement for cooperation in supporting watershed, planning and improvements for the mutual advantage of the political subdivisions involved is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute the Agreement pursuant to Iowa Code Chapter 28E.

BE IT FURTHER RESOLVED that upon the City officials signing said document, a copy of this Agreement shall be filed pursuant to the requirements of said Chapter 28E.

PASSED AND APPROVED by the City Council this 17<sup>th</sup> day of February,  
2017.

  
Matthew Quealy, MAYOR

, CITY CLERK

Resolution approving 28E agreement for North Raccoon Watershed Management agreement

Dated this 17<sup>th</sup> day of Feb., 2017

By: Matthew Quealy  
Matthew Quealy, Mayor City of Waukegan, Ia

Attest: Connie Hartman  
Connie Hartman, City Clerk

North Raccoon River Watershed Management Coalition  
28E Agreement

Dated this 2<sup>nd</sup> day of May 2017.

City of Newell, Iowa

BY: \_\_\_\_\_

Chairman

ATTEST: \_\_\_\_\_

Melinda Buckholz, City Clerk



22. AUTHORITY AND AUTHORIZATION

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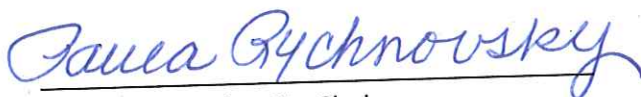
Dated this 21st day of February, 2017.

(CITY OF PERRY, DALLAS COUNTY, IOWA)



\_\_\_\_\_  
Mayor Jay Pattee

ATTEST:



\_\_\_\_\_  
Paula Rychnovsky, City Clerk

24. SIGNATURE PAGES

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North Raccoon River Watershed Management Coalition  
28E Agreement

Dated this 9 day of May 2017.

City of Storm Lake, Iowa

BY: 

Mayor

ATTEST: 

CITY OF VAN METER, IOWA

Allan B. Adams  
Allan Adams, Mayor

ATTEST:  
By: [Signature]  
Liz Thompson, City Clerk

APPROVED AS TO FORM:  
[Signature]  
Erik Fisk  
City Attorney

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF DALLAS            )

On this 20<sup>th</sup> day of February, 2017, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared ALLAN ADAMS and LIZ THOMPSON, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Van Meter, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Van Meter, Iowa, by authority of its City Council, as contained in the Resolution adopted by City Council on the 16<sup>th</sup> day of February, 2017, and that Allan Adams and Liz Thompson acknowledged the execution of the instrument to be the voluntary act and deed of City of Van Meter, Iowa, by it and by them voluntarily executed.



[Signature]  
Notary Public in the State of Iowa

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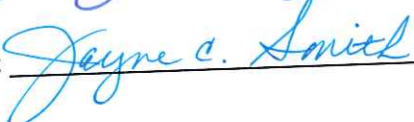
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Dated this 16<sup>th</sup> day of February 2017.

BOONE SOIL AND WATER CONSERVATION DISTRICT

BY:   
Chairman

ATTEST: 

22. AUTHORITY AND AUTHORIZATION

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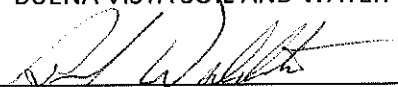
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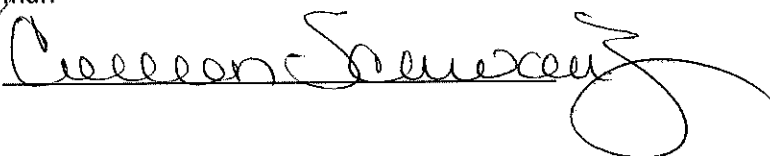
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Dated this 04<sup>th</sup> day of Feb. 2017  
~~2016.~~

(e.g. BUENA VISTA SOIL AND WATER CONSERVATION DISTRICT, IOWA)

BY:   
Chairman

ATTEST: 

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Dated this 16<sup>th</sup> day of JUNE 2017.

Calhoun County Soil and Water Conservation District, 905 High Street, Rockwell City, Iowa 50579

BY: Terry Finley  
Calhoun County SWCD Chairman Terry Finley

ATTEST: Peg Lenz  
Conservation Assistant Peg Lenz

22. AUTHORITY AND AUTHORIZATION

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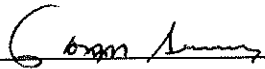
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Dated this 22<sup>nd</sup> day of March 2016.

(e.g. CARROLL SOIL AND WATER CONSERVATION DISTRICT, IOWA)

BY:   
Chairman

ATTEST: 

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Dated this 20 day of March 2017.

\_\_\_\_\_  
Jurisdiction (Dallas Soil and Water Conservation District, Dallas County, Iowa)

BY: Eric J. Wenzel  
Chairman

ATTEST: Denise Faust



22. AUTHORITY AND AUTHORIZATION

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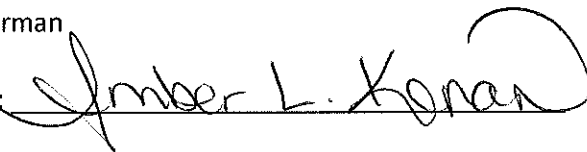
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Dated this 7<sup>th</sup> day of February 2017.

(e.g. GREENE SOIL AND WATER CONSERVATION DISTRICT, IOWA)

BY:   
Chairman

ATTEST: 

Dated this 21 day of December, 2016.

Madison County Soil and Water Conservation District, 815 E HWY 92 Winterset, Iowa 50273

BY: Frederick Martens  
Chairman Frederick Martens

ATTEST: Diane Fitch  
Conservation Assistant Diane Fitch

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Dated this 21<sup>st</sup> day of March 2017  
2016.

(e.g. Pocahontas SOIL AND WATER CONSERVATION DISTRICT, IOWA)

BY:   
Chairman

ATTEST: 

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Dated this 24 day of February, 2017.

BY: Chip Mathis  
Chip Mathis, Chairman  
Polk Soil and Water Conservation District

ATTEST: Ramona DeAurora

Dated this 3rd day of January 2017.

SAC County Soil and Water Conservation District, IOWA

BY:   
Commission Chairman

ATTEST: 

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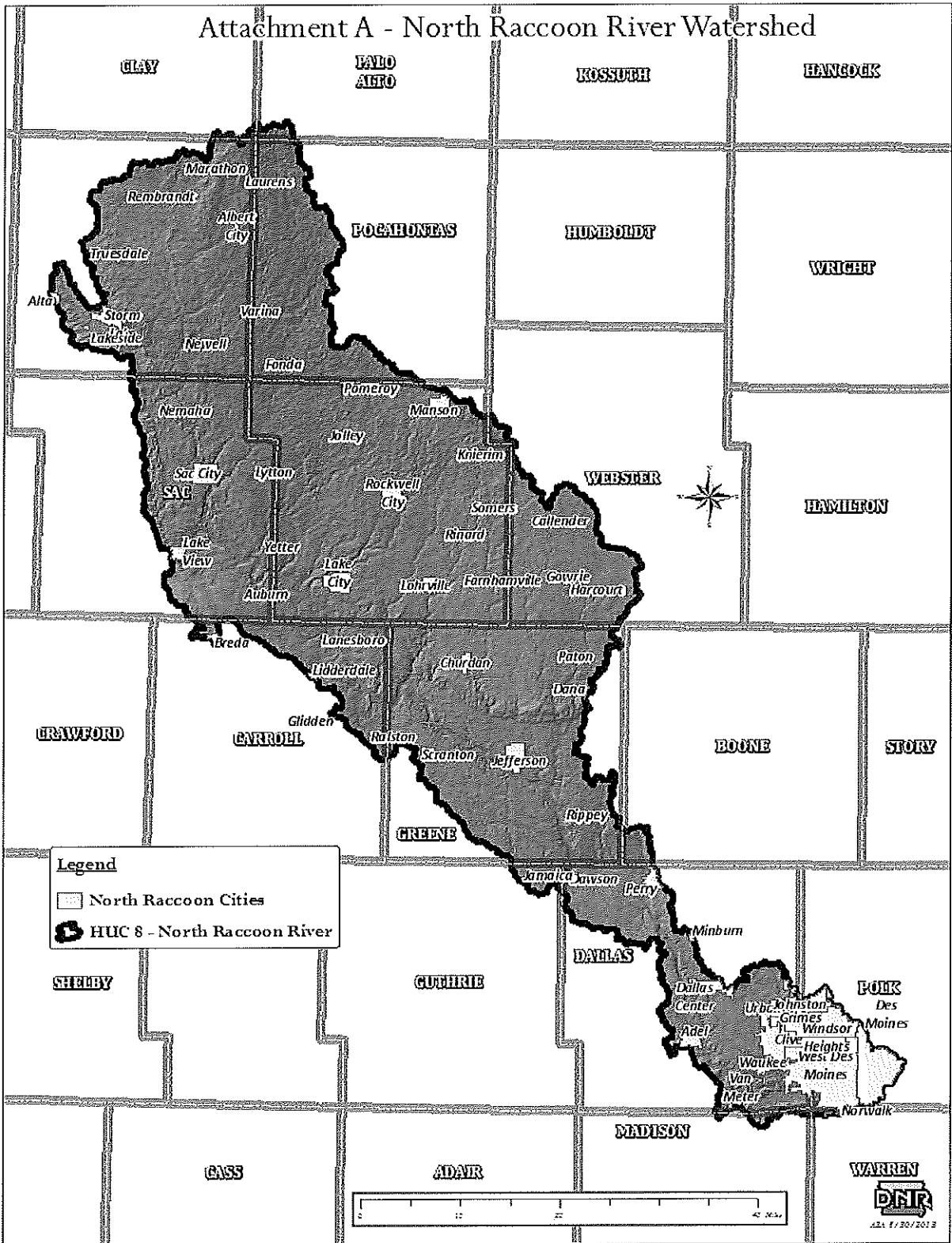
Dated this 22nd day of February, 2017.

WEBSTER SOIL AND WATER CONSERVATION DISTRICT, IOWA)

BY:  \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_

# Attachment A - North Raccoon River Watershed



**Legend**

- North Raccoon Cities
- HUC 8 - North Raccoon River

