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

<table>
<thead>
<tr>
<th>Party 1</th>
<th>Buena Vista County</th>
<th>County</th>
<th>Buena Vista</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party 2</td>
<td>Pocahontas County</td>
<td>County</td>
<td>Pocahontas</td>
</tr>
<tr>
<td>Party 3</td>
<td>Greene County</td>
<td>County</td>
<td>Greene</td>
</tr>
<tr>
<td>Party 4</td>
<td>Dallas County</td>
<td>County</td>
<td>Dallas</td>
</tr>
<tr>
<td>Party 5</td>
<td>Carroll County</td>
<td>County</td>
<td>Carroll</td>
</tr>
</tbody>
</table>

*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)

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 [mm/dd/yyyy] □ Indefinite Duration

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
Title City Manager
Email Navratil@stormlake.org
FIRST Name Keri
Department City Manager
Phone 7127328000
Item 1. The full legal name, organization type and county of each participant to this agreement are (continued):

<table>
<thead>
<tr>
<th>Full Legal Name</th>
<th>Organization Type</th>
<th>*County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party 6 Sac County</td>
<td>County</td>
<td>Sac</td>
</tr>
<tr>
<td>Party 7 Calhoun County</td>
<td>County</td>
<td>Calhoun</td>
</tr>
<tr>
<td>Party 8 Polk County</td>
<td>County</td>
<td>Polk</td>
</tr>
<tr>
<td>Party 9 Webster County</td>
<td>County</td>
<td>Webster</td>
</tr>
<tr>
<td>Party 10 Boone County</td>
<td>County</td>
<td>Boone</td>
</tr>
<tr>
<td>Party 11 Buena Vista County SWCD</td>
<td>Regional or District</td>
<td>Buena Vista</td>
</tr>
<tr>
<td>Party 12 Webster County SWCD</td>
<td>Regional or District</td>
<td>Webster</td>
</tr>
<tr>
<td>Party 13 Greene County SWCD</td>
<td>Regional or District</td>
<td>Greene</td>
</tr>
<tr>
<td>Party 14 Boone County SWCD</td>
<td>Regional or District</td>
<td>Boone</td>
</tr>
<tr>
<td>Party 15 Polk County SWCD</td>
<td>Regional or District</td>
<td>Polk</td>
</tr>
<tr>
<td>Party 16 Madison County SWCD</td>
<td>Regional or District</td>
<td>Madison</td>
</tr>
<tr>
<td>Party 17 Sac County SWCD</td>
<td>Regional or District</td>
<td>Sac</td>
</tr>
<tr>
<td>Party 18 Carroll County SWCD</td>
<td>Regional or District</td>
<td>Carroll</td>
</tr>
<tr>
<td>Party 19 Pocahontas County SWCD</td>
<td>Regional or District</td>
<td>Pocahontas</td>
</tr>
<tr>
<td>Party 20 Dallas County SWCD</td>
<td>Regional or District</td>
<td>Dallas</td>
</tr>
<tr>
<td>Party 21 City of Storm Lake</td>
<td>City</td>
<td>Buena Vista</td>
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<tr>
<td>Party 22 City of Lake View</td>
<td>City</td>
<td>Sac</td>
</tr>
<tr>
<td>Party 23 City of Lake City</td>
<td>City</td>
<td>Calhoun</td>
</tr>
<tr>
<td>Party 24 City of Perry</td>
<td>City</td>
<td>Dallas</td>
</tr>
<tr>
<td>Party 25 City of Van Meter</td>
<td>City</td>
<td>Dallas</td>
</tr>
<tr>
<td>Party 26 City of Liddordale</td>
<td>City</td>
<td>Carroll</td>
</tr>
<tr>
<td>Party 27 City of Grimes</td>
<td>City</td>
<td>Dallas</td>
</tr>
<tr>
<td>Party 28 City of Lohrville</td>
<td>City</td>
<td>Calhoun</td>
</tr>
<tr>
<td>Party 29 City of Lakeside</td>
<td>City</td>
<td>Buena Vista</td>
</tr>
<tr>
<td>Party 30 City of Glidden</td>
<td>City</td>
<td>Carroll</td>
</tr>
<tr>
<td>Party 31 City of Newell</td>
<td>City</td>
<td>Buena Vista</td>
</tr>
<tr>
<td>Party 32 City of Nemaha</td>
<td>City</td>
<td>Sac</td>
</tr>
<tr>
<td>Party 33 City of Clive</td>
<td>City</td>
<td>Polk</td>
</tr>
<tr>
<td>Party 34 City of Fonda</td>
<td>City</td>
<td>Pocahontas</td>
</tr>
<tr>
<td>Party 35 City of Laurens</td>
<td>City</td>
<td>Pocahontas</td>
</tr>
</tbody>
</table>

*Enter "Other" if not in Iowa*
Item 1. The full legal name, organization type and county of each participant to this agreement are (continued):

<table>
<thead>
<tr>
<th>Full Legal Name</th>
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<th>*County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party 36 Calhoun County SWCD</td>
<td>Regional or District</td>
<td>Calhoun</td>
</tr>
</tbody>
</table>

*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. 5th St. PO Box 220
Storm Lake, IA 50588

County: Chairperson, Calhoun County Board of Supervisors
Calhoun County Administration
416 4th St., Ste. 5
Rockwell City, IA 50579

County: Chairperson, Carroll County Board of Supervisors
Carroll County Administration
114 E. 6th 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 114th Street  
Clive, IA 50325 |
| Fonda:  | Mayor, City of Fonda  
104 W. 2nd 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 2nd 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 Erle 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
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the same instrument. A completed copy of the Agreement with executed signature
pages shall be sent to each Party.

Dated this ___ day of ___ 2017.

Boone County, Iowa

BY: ____________
Chairman

ATTEST: ____________

Philippa E. Mau
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 4th day of April 2017.

BUENA VISTA COUNTY, IOWA

BY: [Signature]
Chairman

ATTEST: [Signature]
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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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 25th day of April 2017.

CALHOUN COUNTY, IOWA

BY: ____________________________
Chairman, Board of Supervisors

ATTEST: ______________________
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.

23. HEADING AND CAPTIONS.

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24. SIGNATURE PAGES

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Dated this 21 day of FEBRUARY 2017.

Carroll County Board of Supervisors, Carroll County, Iowa

BY: [Signature]
Chairman

ATTEST: [Signature]
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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the same instrument. A completed copy of the Agreement with executed signature
pages shall be sent to each Party.

Dated this 21st 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: [Signature]
Chair, Board of Supervisors

ATTEST: [Signature]
County Auditor

North Raccoon River Watershed Coalition Agreement
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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24. SIGNATURE PAGES

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Dated this 24th day of January 2017.

Pocahontas County, Iowa

BY: [Signature]
Chairman

ATTEST: [Signature]
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 20TH day of FEBRUARY 2016.

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

BY: [Signature]
Chairman, Polk County Board of Supervisors

ATTEST: [Signature]
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:

Chairperson

RECOMMENDED FOR APPROVAL:

Robert Rice, Director
Polk County Public Works

APPROVED AS TO FORM:

Assistant County Attorney

Fiscal Impact: None

ROLL CALL FOR ALLOWANCE

FEB 28 2017

ALLOWED BY VOTE OF BOARD

CHAIRPERSON

[Signatures]
Dated this 25 day of April 2017

Sac County, Iowa

BY: [Signature]
Chairman

ATTEST: [Signature]
North Raccoon River Watershed Management Coalition
28E Agreement

Dated this ___ day of ___ 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

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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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 5th day of April 2017.

City of Fonda

BY: Don Wolf, Mayor

ATTEST: Angela Duitsman, City Clerk
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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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 27th day of February 2017

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

BY: [Signature]
Mayor
Chairman

ATTEST: [Signature]
City Clerk

CITY OF GLENDEN
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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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 day of Feb 2016

City of Grimes

BY: Mayor Thomas M. Armstrong

ATTEST: Rochelle Williams

City Clerk Rochelle Williams
North Raccoon River Watershed Management Coalition
28E Agreement

Dated this 3rd day of May 2017.

City of Lake City, Iowa

BY: ____________________________
Mayor

ATTEST: _________________________

[Signatures]
North Raccoon River Watershed Management Coalition
28E Agreement

Dated this 15 day of 2 2017.

City of Lakeside
BY: [Signature]
Mayor

ATTEST: [Signature]
Dated this 3rd day of January, 2017.

LAKE VIEW, IOWA

BY: [Signature]
Mayor

ATTEST: [Signature]
City Clerk
North Raccoon River Watershed Management Coalition
28E Agreement

Dated this 17th day of April 2017.

City of Laurens, 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.

23. HEADING AND CAPTIONS.

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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 13th day of March 2017.

(City of Linderdale)

BY: ____________________________

Mayor

ATTEST: _________________________

Clerk
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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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 14th day of March 2017.

City of Lohrville, Iowa

BY: [Signature]
Mayor

ATTEST: [Signature]
RESOLUTION 2/17

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 17th day of February, 2017.

Matthew Quealy, MAYOR

CITY CLERK
Resolution approving 28E agreement for North Raccoon Watershed Management agreement

Dated this 17th day of Feb., 2017

By: Matthew Quealy, Mayor  City of Nemaha, Ia.

Attest: Connie Hartman, City Clerk
North Raccoon River Watershed Management Coalition
28E Agreement

Dated this 2nd day of May 2017.

City of Newell, Iowa

BY: [Signature]
Chairman

ATTEST: [Signature] City Clerk
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 21st day of February, 2017.

(CITY OF PERRY, DALLAS COUNTY, IOWA)

Mayor Jay Pattee

ATTEST:

Paula Rychnovsky, City Clerk
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

ATTTEST: \_
\_
\_
\_

CITY OF VAN METER, IOWA

Allan Adams, Mayor

ATTEST:

By: Liz Thompson, City Clerk

APPROVED AS TO FORM:

Erik Fisk
City Attorney

STATE OF IOWA

COUNTY OF DALLAS

On this 20th 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 14th 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.

Notary Public in the State of Iowa

North Raccoon River Watershed Coalition Agreement
22. AUTHORITY AND AUTHORIZATION

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Dated this 16th day of February 2017.

BOONE SOIL AND WATER CONSERVATION DISTRICT

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.

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Dated this [Date] day of [Month] 2016.

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

BY: [Signature]
Chairman

ATTEST: [Signature]
22. AUTHORITY AND AUTHORIZATION

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Dated this 16th day of JUNE 2017.

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

BY: [Signature]
Caldon County SWCD Chairman Terry Finley

ATTEST: [Signature]
Conservation Assistant Peg Lenz
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 22nd day of March 2016.

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

BY: _____________________________
Chairman

ATTEST: ____________________________
22. AUTHORITY AND AUTHORIZATION

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Dated this 20 day of March 2017.

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

BY: Eir I Wrench
Chairman

ATTEST: [Signature]
22. AUTHORITY AND AUTHORIZATION

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governing body of each Party as evidence of the power and authority of each Party to
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the same instrument. A completed copy of the Agreement with executed signature
pages shall be sent to each Party.

Dated this 7th day of February, 2017.

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

BY: [Signature]

Chairman

ATTEST: [Signature]
Dated this 21 day of December, 2016.

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

BY: [Signature]
Chairman Frederic Martens

ATTEST: [Signature]
Conservation Assistant Diane Fitch
22. AUTHORITY AND AUTHORIZATION

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Dated this 31st day of March 2017

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

BY: 

Chairman

ATTEST: 


22. AUTHORITY AND AUTHORIZATION

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Dated this 24 day of February, 2017.

BY: Chip Mathis

Chip Mathis, Chairman
Polk Soil and Water Conservation District

ATTEST: [Signature]
Dated this 3rd day of January 2017.

SAC County Soil and Water Conservation District, IOWA

BY: [Signature]
Commission Chairman

ATTEST: [Signature]

North Raccoon River Watershed Coalition Agreement
22. AUTHORITY AND AUTHORIZATION

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Dated this 22nd day of February, 2017.

WEBSTER SOIL AND WATER CONSERVATION DISTRICT, IOWA

BY: ___________________________

Chairman

ATTEST: ___________________________