



Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M510315

9/21/2017 12:04:24 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

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

	Full Legal Name	Organization Type	*County
Party 1	Lake Delhi Combined Rec. Facility & W.Q.Dist.	Other	Delaware
Party 2	Buchanan County	County	Buchanan
Party 3	Clinton County	County	Clinton
Party 4	Delaware County	County	Delaware
Party 5	Dubuque County	County	Dubuque

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 0 Unknown Service Type
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 The above member entities have joined together to form the Maquoketa River Watershed Management Authority as permitted by Chapter 466B of the Iowa Code.

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: _____
(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 Herman FIRST Name Doug
 Title City Administrator Department City Administrator
 Email dherman@ci.monticello.ia.us Phone 3194653577



Paul D. Pate
Secretary of State
State of Iowa

28E Agreement
Additional
Participants

FOR OFFICE USE ONLY:

FILED

M510315

9/21/2017 12:04:24 PM

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

	Full Legal Name	Organization Type	*County
Party 6	Fayette County	County	Fayette
Party 7	Jackson County	County	Jackson
Party 8	Jones County	County	Jones
Party 9	Linn County	County	Linn
Party 10	Delaware County SWCD	Regional or District	Delaware
Party 11	Dubuque County SWCD	Regional or District	Dubuque
Party 12	Fayette County SWCD	Regional or District	Fayette
Party 13	Jackson County SWCD	Regional or District	Jackson
Party 14	Jones County SWCD	Regional or District	Jones
Party 15	Linn County SWCD	Regional or District	Linn
Party 16	Andrew	City	Jackson
Party 17	Aurora	City	Buchanan
Party 18	Baldwin	City	Jackson
Party 19	Cascade	City	Dubuque
Party 20	Delaware	City	Delaware
Party 21	Delhi	City	Delaware
Party 22	Dyersville	City	Dubuque
Party 23	Epworth	City	Dubuque
Party 24	Farley	City	Dubuque
Party 25	Goose Lake	City	Clinton
Party 26	Hopkinton	City	Delaware
Party 27	Lamont	City	Buchanan
Party 28	La Motte	City	Jackson
Party 29	Manchester	City	Delaware
Party 30	Maquoketa	City	Jackson
Party 31	Monticello	City	Jones
Party 32	New Vienna	City	Dubuque
Party 33	Preston	City	Jackson
Party 34	Ryan	City	Delaware
Party 35	Spragueville	City	Jackson

**Enter "Other" if
not in Iowa*

**Maquoketa River Watershed Management Authority
Agreement Pursuant to Chapter 28E of the Iowa Code**

Comes Now, all those entities named within Exhibit “A” attached hereto who have, through their duly authorized representative, executed this agreement, agreeing to the terms and conditions set forth herein with regard to the creation of the Maquoketa River Watershed Authority Agreement pursuant to Chapter 28E of the Iowa Code. (Hereinafter referred to as the “Parties”)

Whereas, the Parties executing this agreement are authorized to do so pursuant to Chapter 28E of the Iowa Code, and their local governing bodies, and have done so with the purpose of creating a Watershed Management Authority pursuant to Chapter 466B of the Iowa Code same having been determined by the Parties to be to their mutual advantage, and

Whereas, the creation of a Watershed Management Authority will allow the parties to this agreement to work collectively towards improved watershed management practices, including efforts towards improved water quality, assessment and reduction of flood risks, education of residents of the watershed on water quality and flood related issues, and other efforts deemed beneficial to the Parties and the entire Maquoketa River Watershed.

NOW, THEREFORE, in consideration of the following terms and conditions, the parties do hereby agree as follows:

1. **Entity / Organization Created:** This agreement shall result in the creation of “The Maquoketa River Watershed Management Authority”, a separate and distinct legal entity. (Hereinafter referred to as the “Authority”.)

2. **Membership:** All eligible entities located within the boundaries of the Maquoketa River Watershed, described below, shall be eligible to join as a party to this agreement.

2.1. The boundary of the Authority is that of United States Geological Survey Hydrologic Unit Code 8 (HUC8), #07060006, or the Maquoketa River Watershed. Attached hereto is a map/representation setting out the area and boundaries of the Authority. (See Exhibit “A”)

3. **Purpose(s):** The purposes of the Authority shall be to pursue the following goals through appropriate joint action of some or all of the Parties within the watershed: (Iowa Code §466B.23)

3.1. Assess the flood risks;

- 3.2. Assess the water quality;
 - 3.3. Assess options for reducing flood risk and improving water quality.
 - 3.4. Monitor federal flood risk planning and activities.
 - 3.5. Educate residents of the watershed in regard to water quality and flood risks;
 - 3.6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
 - 3.7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.
4. **Effective Date:** The effective date of this Agreement shall be the first day after the date on which all of the following conditions precedent have been met:
 - 4.1. The governing bodies of all Parties hereto have adopted a Resolution that has taken effect approving entry into this Agreement by said Party, and
 - 4.2. Duly authorized representative(s) of each Party that has approved entry into this Agreement have executed same on behalf of said entity, and
 - 4.3. This Agreement has been filed with the Iowa Secretary of State.
5. **Duration:** The duration of this agreement shall be perpetual, subject to termination as provided subsequently herein.
6. **Governance**
 - 6.1. **Board of Directors:** The Authority shall be governed by a Board of Directors (Hereinafter referred to as the "Board") that will be made up of one member from each participating entity.
 - 6.2. **Meetings:** The Board shall convene within thirty days of the effective date of the agreement to elect officers that shall include a Chairperson, a Vice-Chairperson, a Secretary, and other officers deemed necessary and appropriate by the Board.
 - 6.2.1. **Quorum:** A majority of the membership of the Board shall constitute a quorum for the purpose of holding a meeting of the Board.

6.3. Bylaws: At the initial meeting of the Board, a committee shall be created to develop bylaws to direct and guide the Authority. The Bylaws Committee shall report back to the Board with a recommended set of Bylaws within thirty (30) days of the initial meeting of the Authority.

6.3.1. Bylaws Approval: Bylaws shall be approved by a majority vote of the Board at a regularly scheduled meeting of the Board of Directors

6.4. Iowa Open Meetings and Open Records Laws: The Board shall be subject to the Provisions of Chapter 21 and 22 of the Iowa Code with regard to Open Meetings and Open Records.

7. **Cooperation and Coordination other Entities:** The Authority shall cooperate and coordinate with local, state and federal entities and/or any other organization that may assist the Authority in the pursuit of Authority goals.
8. **Financing / Budget:** At the creation of the Authority the Authority will not independently possess any funds and will not, therefore, have a budget. Each Party to this agreement shall be responsible for any and all expenses incurred by said Party or its' representatives. The bylaws, to be developed as previously set forth herein, shall include policies and procedures related to the funding of Authority expenses.
9. **Grants:** The Authority shall have full authority to apply for and receive grants or endorse a participant to do the same for Authority purposes. However, no Party to this agreement shall be obligated to contribute or expend any sums toward said grant related projects, any contribution from a party being subject to approval by the governing body of each Party.
10. **Fiscal Restrictions:** The Authority shall have no power to impose a tax or to pledge the credit of any party to this Agreement. The Authority shall not incur a debt or other financial obligation, absent the prior agreement of the Board.
11. **Fiscal and/or Operating Year:** The Fiscal Year for the Authority shall be January 1 through December 31.
12. **Annual Report:** Annually, between January 1 and January 31, but for the month of January, 2017, the Board shall see to the preparation and delivery of an annual report to the governing bodies or all Parties, same to summarize the programs and activities conducted or expected to be conducted by the Authority during the previous, current and ensuing fiscal year.

12.1. Audit: The Authority shall comply with any and all State Code requirements, if any, related to the preparation of an annual financial audit and shall cooperate with the financial audits of the Parties if and when requested and otherwise appropriate.

13. Withdrawal of Membership:

13.1. Notice Requirements: A party may withdraw from membership in the Authority by providing written Notice of Withdrawal to the Board that shall include a copy of the Resolution of the governing body of the Party approving of the Withdrawal.

13.2. Effective Date of Withdrawal: The withdrawal shall be effective thirty (30) days after the receipt of the Notice of Withdrawal by the Board.

13.3. Prior Obligations: Withdrawal of membership in the Authority shall not relieve a Participant from any financial or other contribution previously approved by the withdrawing party.

14. Additional Parties / Membership: Any eligible entity that does not join the Authority at its' inception shall continue to be eligible for membership. Entities, if any, desiring to join the authority shall make their desire known by way of a written request of the Board.

14.1. The Board shall consider a request to join the Authority within sixty (60) days of the receipt of such a request and may condition the granting of membership on any and all legal and appropriate grounds. Upon approval by the Board a new member shall considered an official member of the Authority upon the presentation to the Board of a fully executed resolution of the governing body of said proposed member, a signed addendum to this agreement, agreeing to be bound by the terms hereof, the by-laws of the Authority, and any other then existing rules and regulation of the Authority, and the recordation of said Addendum with the Iowa Secretary of State.

15. Dissolution of Authority: The Authority, created by the terms of this Agreement, may be terminated by a 2/3 vote of the entire Board of Directors. (Not a 2/3 vote of a quorum of the Board of Directors.) Upon termination the Authority shall dissolve, and the affairs, and finances if any, of the Authority shall be managed as set forth within the Authority By-Laws.

16. Amendment: This Agreement may only be amended in writing, and to be effective, the amendment must be approved by a 2/3 vote of the entire Board of Directors.

17. Severability / Invalidity: If any term, provision, or condition of this Agreement shall be determined to be invalid by a court of competent jurisdiction, such invalidity shall in no way

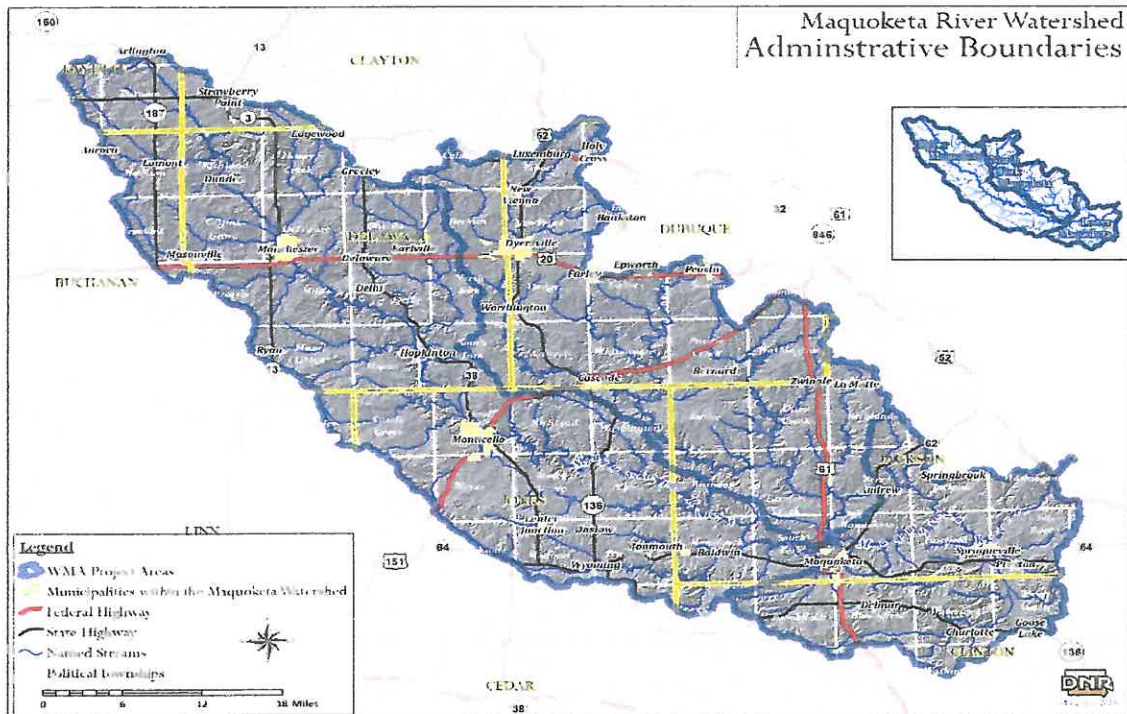
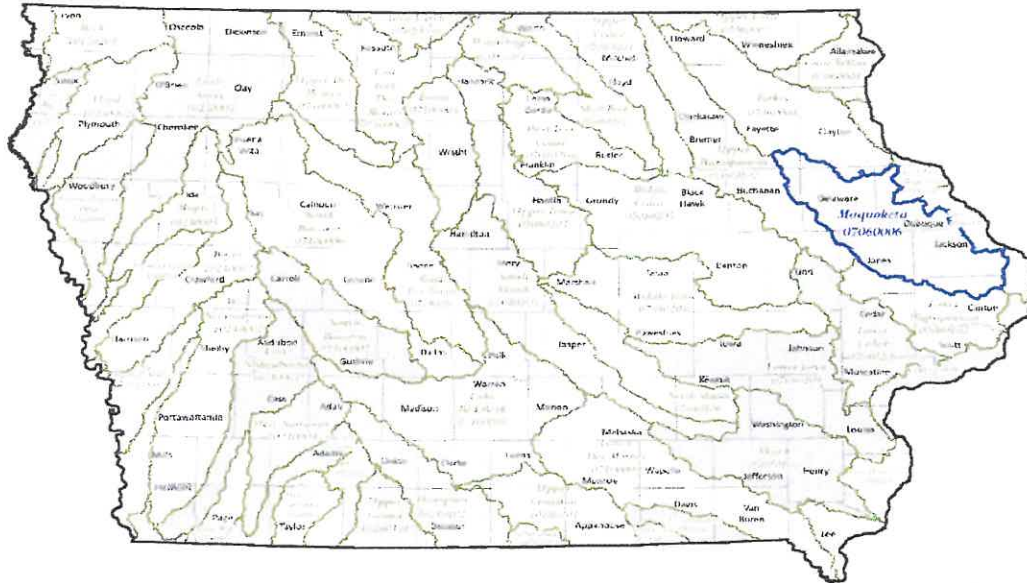
effect the validity of any other term, provision, or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement, or would substantially frustrate the attainment of the purposes of this Agreement.

18. **Applicable Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa. This Agreement is made pursuant to statutory authority granted to the parties pursuant to Chapters 28E and 466B of the Iowa Code.
19. **Entire Agreement:** This Agreement represents the entire agreement of the Parties, no oral or written representations but for those set forth within the four corners of this Agreement are binding or of any effect.

Participating entity signatures are all located on the following pages.

Exhibit "A"

United States Geological Survey Hydrologic Unit Code 8 (HUC8), #07060006 "The Maquoketa River Watershed"



**Attachment
to
Maquoketa River Watershed Management Authority
28E Agreement**

The following list represents, in alphabetical order (Broken down by Taxing Districts, Counties, Soil and Water Conservation Districts, and then Cities) those entities that have, through their governing bodies, approved the membership of their entity in the Maquoketa River Watershed Management Authority and authorized the execution of the 28E Agreement to which this attachment is appended. The signatures of the representatives/officials of said entities, in no particular order, appear on the following pages.

1. Lake Delhi Combined Recreation and Water Quality District
2. Buchanan County
3. Clinton County
4. Delaware County
5. Dubuque County
6. Fayette County
7. Jackson County
8. Jones County
9. Linn County
10. Delaware County SWCD
11. Dubuque County SWCD
12. Fayette County SWCD
13. Jackson County SWCD
14. Jones County SWCD
15. Linn County SWCD
16. City of Andrew
17. City of Aurora
18. City of Baldwin
19. City of Cascade
20. City of Delaware
21. City of Delhi
22. City of Dyersville
23. City of Epworth
24. City of Farley
25. City of Goose Lake
26. City of Hopkinton
27. City of Lamont
28. City of La Motte
29. City of Manchester
30. City of Maquoketa
31. City of Monticello
32. City of New Vienna
33. City of Preston
34. City of Ryan
35. City of Spragueville
36. City of Strawberry Point
37. City of Worthington
38. City of Wyoming

**Maquoketa River Watershed Management Authority
Agreement Pursuant to Chapter 28E of the Iowa Code**

Signed and dated on this 27th day of December, 2016

Delaware County Board of Supervisors. Delaware County, Iowa

By: Shirley E. Helmrichs
Shirley E. Helmrichs, Chairperson

Attest: Carla K. Becker
Carla K. Becker, County Auditor

COUNTY OF BUCHANAN, IOWA

Donald B. Shanker
Chairman, Board of Supervisors

ATTEST:

Cindy Gosse
County Auditor

Date: December 19, 2016

Signed and dated on this 6th day of FEBRUARY, 2017

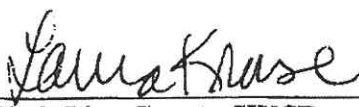
City of Dyersville, Iowa

By: Daniel J. Willenborg
Mayor

Attest: TRICIA L. MAIERS
City Clerk

Signed and dated on this 7th day of February, 2017

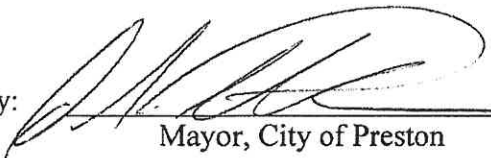
Linn County Soil & Water Conservation District, Iowa

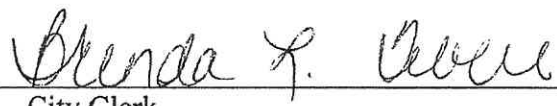
By: 
Chair Linn County SWCD

Attest: 
Secretary Linn County SWCD

Signed and dated on this 8 day of May, 2017


City of Preston

By: 
Mayor, City of Preston

Attest: 
City Clerk

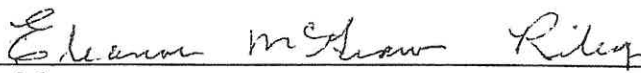
Signed and dated on this 21st day of December, 2016

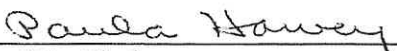
City of Strawberry Point, Iowa


Jeff Bente, Mayor

Signed and dated on this 14th day of December, 2016

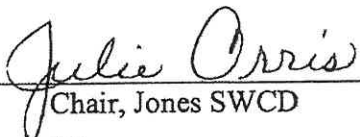
City of Lamont, Iowa

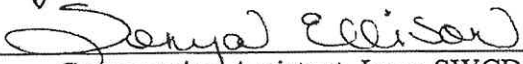
By: 
Mayor

Attest: 
City Clerk

Signed and dated on this 3rd day of January, 2017

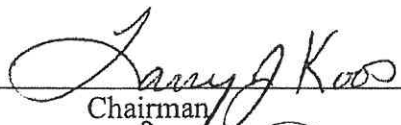
Jones Soil & Water Conservation District, Jones County, Iowa

By: 
Chair, Jones SWCD

Attest: 
Conservation Assistant, Jones SWCD

Signed and dated on this 13th day of December, 2016

Jackson County Board of Supervisors

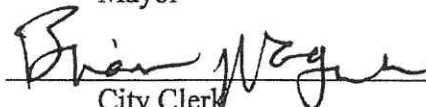
By: 
Chairman

Attest: 
Auditor

Signed and dated on this 5th day of December, 2016


City of Maquoketa

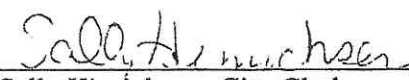
By: 
Mayor

Attest: 
City Clerk

Signed and dated on this 21st day of November, 2016

City of Monticello, Iowa

By: 
Dena Himes, Mayor

Attest: 
Sally Hinrichsen, City Clerk

Signed and dated on this 3 day of January, 2017

City of Baldwin, Iowa

By: 
Mayor

Attest: 
Clerk

Signed and dated on this 14th day of December, 2016

Delaware Soil and Water Conservation District

By: Steve Luhn
Chair

Attest: Joy Brooks
Conservation Assistant

Signed and dated on this 26th day of April, 2017

Jones County Board of Supervisors

By: Jon C. Zirkelbach
Jon C. Zirkelbach, Chairman, Jones County Board of Supervisors

Attest: Janine Sulzner
Janine Sulzner, County Auditor

Signed and dated on this 3rd day of January, 2017

Fayette County Soil & Water Conservation District, Fayette County, Iowa


By: Richard E. Jensen
Chair, Fayette County Soil & Water Conservation District, Iowa

Attest: Paul D. Hagan
Vice Chair, Fayette County Soil & Water Conservation District, Iowa

Signed and dated on this 10 day of December, 2016

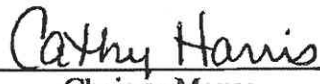
City of Delhi

By: 
Chair or Mayor

Attest: 
Auditor or City Clerk

Signed and dated on this 12 day of December, 2016

City of Hopkinton, Iowa

By: 
Chair or Mayor

Attest: 
Auditor or City Clerk

Signed and dated on this 9 day of January, 201~~6~~7

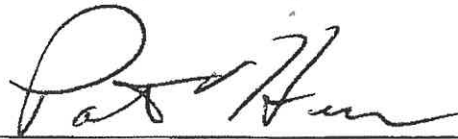
Fayette County Board of Supervisors, Fayette County, Iowa

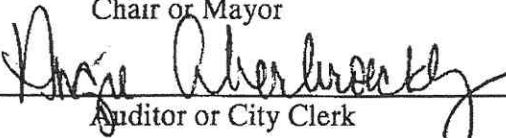
By: 
Chair, Fayette County Board of Supervisors, Iowa

Attest: 
Auditor, Fayette County

Signed and dated on this 3rd day of January, 2016

City of New Vienna, Iowa

By:  Mayor
Chair or Mayor

Attest: 
Auditor or City Clerk

Signed and dated on this 3rd day of January, 2017

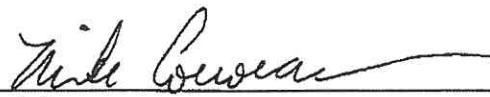
Dubuque County Soil & Water Conservation District, Iowa

By: 
Chair Dubuque County SWCD

Attest: 
Secretary Dubuque County SWCD

Signed and dated on this 9th day of January, 2017

City of Ryan, Iowa

By: 
Mayor

Attest: 
City Clerk

Signed and dated on this 28th day of November, 2016

City of Manchester, Iowa

By: Milt L. Kramer
Milt L. Kramer, Mayor

Attest: Erin Learn
Erin Learn, City Clerk

Signed and dated on this 3rd day of January, 2017

City of Farley, Iowa

By: Jay H. Hefel
Mayor

Attest: Arnell Jumph
Clerk

Signed and dated on this 6th day of February, 2017

City of Worthington, Iowa

By: William H. Burger
William Burger, Mayor

Attest: Robyn Faust
Robyn Faust, City Clerk/Treasurer

Signed and dated on this 1st day of December, 2016

City of Spragueville, Iowa

By: Caroline M. Bredekamp
Mayor

Signed and dated on this 14th day of March, 2017

City of Wyoming, Iowa

By: [Signature]
Mayor

Attest: [Signature]
City Clerk

Signed and dated on this 28th day of March, 2017

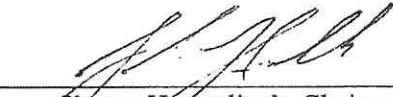
City of Cascade, Iowa

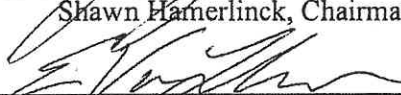
By: [Signature]
Mayor

Attest: [Signature]
City Clerk

Signed and dated on this 23rd day of JANUARY, 2016

Clinton County, Iowa

By: 
Shawn Hamerlinck, Chairman


Attest: 
Eric Van Lancker, County Auditor

Signed and dated on this 11th day of January, 2017.

LINN COUNTY BOARD OF SUPERVISORS

 1-11-17
Brent Oleson, Chairperson

ATTEST:


Joe Miller, Linn County Auditor
Reheesa Shoop, Deputy

Signed and dated on this 16th day of February, 2017

City of Goose Lake

By: 
Mayor

Attest: 
City Clerk

Signed and dated on this 13th day of December, 2016

City of Andrew

By: Mel G. Pauer
Mayor

Attest: Marcella V. Rowan
City Clerk

Signed and dated on this 24 day of May, 2017

City of Epworth

By: Sandra M. Gassman
Mayor, City of Epworth

Attest: Janet Berger
City Clerk

Signed and dated on this 31st day of May, 2017

Lake Delhi Combined Recreational Facility and Water Quality District

By: Steve Leonard
Steve Leonard, President

Signed and dated on this 5th day of June, 2017

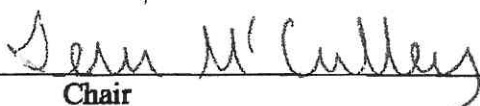
City of LaMotte, Iowa

By: 
Mayor

Attest: 
City Clerk

Signed and dated on this 13th day of June, 2017

Jackson County Soil & Water Conservation District, Iowa


By: 
Chair

Attest: 
Secretary

Signed and dated on this 10 day of January, 2017

City of Aurora, Iowa

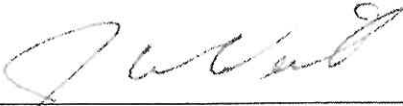
By: 
Mayor

Attest: 
City Clerk

**Maquoketa River Watershed Management Authority
Agreement Pursuant to Chapter 28E of the Iowa Code**

Signed and dated on this 14th day of August, 2017

Dubuque County Board of Supervisors. Dubuque County, Iowa

By: 

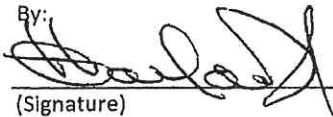
Chair

Attest: 

County Auditor

Signed and dated on this 14th day of January, 2017


City of Delaware, Iowa

By: 

(Signature)

Harlan Bond, Mayor

Name and Title

Attest: 

Erin Learn, City Clerk

Name and Title