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

<table>
<thead>
<tr>
<th>Full Legal Name</th>
<th>Organization Type</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party 1  Lake Delhi Combined Rec. Facility &amp; W.Q_DIST.</td>
<td>Other</td>
<td>Delaware</td>
</tr>
<tr>
<td>Party 2  Buchanan County</td>
<td>County</td>
<td>Buchanan</td>
</tr>
<tr>
<td>Party 3  Clinton County</td>
<td>County</td>
<td>Clinton</td>
</tr>
<tr>
<td>Party 4  Delaware County</td>
<td>County</td>
<td>Delaware</td>
</tr>
<tr>
<td>Party 5  Dubuque County</td>
<td>County</td>
<td>Dubuque</td>
</tr>
</tbody>
</table>

*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)

<table>
<thead>
<tr>
<th>Code Number</th>
<th>Service Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Unknown Service Type</td>
</tr>
</tbody>
</table>

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 [mm/dd/yyyy] [ ] Indefinite Duration

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
**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 Fayette County</td>
<td>County</td>
<td>Fayette</td>
</tr>
<tr>
<td>Party 7 Jackson County</td>
<td>County</td>
<td>Jackson</td>
</tr>
<tr>
<td>Party 8 Jones County</td>
<td>County</td>
<td>Jones</td>
</tr>
<tr>
<td>Party 9 Linn County</td>
<td>County</td>
<td>Linn</td>
</tr>
<tr>
<td>Party 10 Delaware County SWCD</td>
<td>Regional or District</td>
<td>Delaware</td>
</tr>
<tr>
<td>Party 11 Dubuque County SWCD</td>
<td>Regional or District</td>
<td>Dubuque</td>
</tr>
<tr>
<td>Party 12 Fayette County SWCD</td>
<td>Regional or District</td>
<td>Fayette</td>
</tr>
<tr>
<td>Party 13 Jackson County SWCD</td>
<td>Regional or District</td>
<td>Jackson</td>
</tr>
<tr>
<td>Party 14 Jones County SWCD</td>
<td>Regional or District</td>
<td>Jones</td>
</tr>
<tr>
<td>Party 15 Linn County SWCD</td>
<td>Regional or District</td>
<td>Linn</td>
</tr>
<tr>
<td>Party 16 Andrew</td>
<td>City</td>
<td>Jackson</td>
</tr>
<tr>
<td>Party 17 Aurora</td>
<td>City</td>
<td>Buchanan</td>
</tr>
<tr>
<td>Party 18 Baldwin</td>
<td>City</td>
<td>Jackson</td>
</tr>
<tr>
<td>Party 19 Cascade</td>
<td>City</td>
<td>Dubuque</td>
</tr>
<tr>
<td>Party 20 Delaware</td>
<td>City</td>
<td>Delaware</td>
</tr>
<tr>
<td>Party 21 Delhi</td>
<td>City</td>
<td>Delaware</td>
</tr>
<tr>
<td>Party 22 Dyersville</td>
<td>City</td>
<td>Dubuque</td>
</tr>
<tr>
<td>Party 23 Epworth</td>
<td>City</td>
<td>Dubuque</td>
</tr>
<tr>
<td>Party 24 Farley</td>
<td>City</td>
<td>Dubuque</td>
</tr>
<tr>
<td>Party 25 Goose Lake</td>
<td>City</td>
<td>Clinton</td>
</tr>
<tr>
<td>Party 26 Hopkinton</td>
<td>City</td>
<td>Delaware</td>
</tr>
<tr>
<td>Party 27 Lamont</td>
<td>City</td>
<td>Buchanan</td>
</tr>
<tr>
<td>Party 28 La Motte</td>
<td>City</td>
<td>Jackson</td>
</tr>
<tr>
<td>Party 29 Manchester</td>
<td>City</td>
<td>Delaware</td>
</tr>
<tr>
<td>Party 30 Maquoketa</td>
<td>City</td>
<td>Jackson</td>
</tr>
<tr>
<td>Party 31 Monticello</td>
<td>City</td>
<td>Jones</td>
</tr>
<tr>
<td>Party 32 New Vienna</td>
<td>City</td>
<td>Dubuque</td>
</tr>
<tr>
<td>Party 33 Preston</td>
<td>City</td>
<td>Jackson</td>
</tr>
<tr>
<td>Party 34 Ryan</td>
<td>City</td>
<td>Delaware</td>
</tr>
<tr>
<td>Party 35 Spragueville</td>
<td>City</td>
<td>Jackson</td>
</tr>
</tbody>
</table>
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 36 Strawberry Point</td>
<td>City</td>
<td>Clayton</td>
</tr>
<tr>
<td>Party 37 Worthington</td>
<td>City</td>
<td>Dubuque</td>
</tr>
<tr>
<td>Party 38 Wyoming</td>
<td>City</td>
<td>Iowa</td>
</tr>
</tbody>
</table>

*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.
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, Chairperson

Attest: __________________________
   Carla K. Becker, County Auditor

COUNTY OF BUCHANAN, IOWA

______________________________
Donald B. Shenker
Chairman, Board of Supervisors

ATTEST:

______________________________
Cindy Yocse
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 Maher
   City Clerk
Signed and dated on this 7th day of February, 2017

Linn County Soil & Water Conservation District, Iowa

By: [Signature]  
Chair Linn County SWCD

Attest: [Signature]  
Secretary Linn County SWCD

Signed and dated on this 8th day of May, 2017

City of Preston

By: [Signature]  
Mayor, City of Preston

Attest: [Signature]  
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 3rd 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: [Signature]
   Chair

Attest: [Signature]
   Conservation Assistant

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

Jones County Board of Supervisors

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

Attest: [Signature]
   Janine Sulzner, County Auditor

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

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

By: [Signature]
   Chair, Fayette County Soil & Water Conservation District, Iowa

Attest: [Signature]
   Vice Chair, Fayette County Soil & Water Conservation District, Iowa
Signed and dated on this 10 day of December, 2016

City of Delhi

By: [Signature]
Chair or Mayor

Attest: [Signature]
Auditor or City Clerk

Signed and dated on this 12 day of December, 2016

City of Hopkinton, Iowa

By: [Signature]
Chair or Mayor

Attest: [Signature]
Auditor or City Clerk

Signed and dated on this 9 day of January, 2017

Fayette County Board of Supervisors, Fayette County, Iowa

By: [Signature]
Chair, Fayette County Board of Supervisors, Iowa

Attest: [Signature]
Auditor, Fayette County
Signed and dated on this 3rd day of January, 2016

City of New Vienna, Iowa

By: ____________________________
   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, Mayor

Attest: _________________________
Erin Lear, City Clerk

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

City of Farley, Iowa

By: ____________________________
Mayor

Attest: _________________________
Clerk

Signed and dated on this 10th day of February, 2017

City of Worthington, Iowa

By: ____________________________
Mayor

Attest: _________________________
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: Sheri Siewerdt
   City Clerk

Signed and dated on this 22nd day of March, 2017

City of Cascade, Iowa

By: Marcus Bohlen
   Mayor

Attest: [Signature]
   City Clerk
Signed and dated on this 23rd day of January, 2016

Clinton County, Iowa

By: ____________________________
    Shawn Hamelinck, Chairman

Attest: _________________________
    Eric Van Lancker, County Auditor

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

LINN COUNTY BOARD OF SUPERVISORS

By: ____________________________
    Brent Oleson, Chairperson

ATTEST:

By: ____________________________
    Joel Miller, Linn County Auditor

Joel Miller, Linn County Auditor

Signed and dated on this 11th 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:  [Signature]
    Mayor

Attest:  [Signature]
         City Clerk

Signed and dated on this 24th day of May, 2017

City of Epworth

By:  [Signature]
    Mayor, City of Epworth

Attest:  [Signature]
         City Clerk

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

Lake Delhi Combined Recreational Facility and Water Quality District

By:  [Signature]
    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 10th 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

Erin Learn, City Clerk
Name and Title