

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov



FILED
Filing Date: **08/10/2023 01:55 PM**
Filing Number: **M516294**

28E Agreement

Participants

	Full Legal Name	Organization Type	County
Party 1	Adair County	County	Adair
Party 2	Polk County	County	Polk
Party 3	Warren County	County	Warren
Party 4	Carlisle	City	Warren
Party 5	Cumming	City	Warren
Party 6	Norwalk	City	Warren
Party 7	Van Meter	City	Dallas
Party 8	West Des Moines	City	Polk
Party 9	Dallas Soil and Water Conservation District	Regional or District	Dallas
Party 10	Madison Soil and Water Conservation District	Regional or District	Madison
Party 11	Polk Soil and Water Conservation District	Regional or District	Polk
Party 12	Des Moines	City	Polk
Party 13	Madison County	County	Madison
Party 14	Indianola	City	Warren
Party 15	Winterset	City	Madison
Party 16	Adair Soil and Water Conservation District	Regional or District	Adair
Party 17	Warren Soil and Water Conservation District	Regional or District	Warren

Participants

310 - Water System

Service Type

North and Middle Rivers Watershed Management Authority Agreement

Purpose

Indefinite

Duration

M516294

28E Agreement File Number is

Contact Person: (Optional)

Cynthia

Contact First Name

Farmer

Contact Last Name

Policy Associate

Job Title

Center for Rural Affairs

Department

402-687-2100

Phone Number

North and Middle Rivers Watershed Management Authority Agreement

Between Adair County, Madison County, Polk County, Warren County, Carlisle, Cumming, Des Moines, Indianola, Norwalk, Van Meter, West Des Moines, Winterset, Adair Soil and Water Conservation District, Dallas County Soil and Water Conservation District, Madison County Soil and Water Conservation District, Polk Soil and Water Conservation District, and Warren Soil and Water Conservation District.

This Joint and Cooperative Agreement (hereinafter referred to as the “Agreement”) is entered into pursuant to the authority of the *Code of Iowa*, Chapter 28E as of the 9th day of August 2023 by and between Adair County, Madison County, Polk County, Warren County, Carlisle, Cumming, Des Moines, Indianola, Norwalk, Van Meter, West Des Moines, Winterset, Adair Soil and Water Conservation District, Dallas County Soil and Water Conservation District, Madison County Soil and Water Conservation District, Polk Soil and Water Conservation District, and Warren Soil and Water Conservation District. All entities shall be referred to hereinafter as the Parties.

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 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 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 risks.
6. Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority; and,

WHEREAS, the Parties deem establishment of the Middle and North Rivers Watershed Management Authority (hereinafter referred to as the “Authority”), a watershed management authority encompassing all of the Middle and North River watersheds to be of mutual advantage; and,

WHEREAS, it is mutually desired to enter into this 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 and Middle Creek Watershed.

NOW THEREFORE, it is agreed by and between the parties as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 The Counties of Adair, Madison, Polk, and Warren are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 331. Their respective addresses are:

Adair County
400 Public Square
Greenfield, Iowa 50849

Madison County
112 N. John Wayne Dr.
Winterset, IA 50273

Polk County
111 Court Avenue
Des Moines, Iowa 50309

Warren County
301 N Buxton Street
Indianola, Iowa 50125

- 1.2 The Cities of Carlisle, Cumming, Des Moines, Indianola, Norwalk, Van Meter, West Des Moines, and Winterset are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapters 364 and 372. Their respective addresses are:

City of Carlisle
195 N First Street
Carlisle, Iowa 50047

City of Cumming
649 N 44th Street
Cumming, Iowa 50061

City of Des Moines
400 Robert D. Ray Drive
Des Moines, Iowa 50309

City of Indianola
110 N 1st Street
Indianola, IA 50125

City of Norwalk
705 North Avenue
Norwalk, Iowa 50211

City of Van Meter
310 Mill Street
PO Box 160
Van Meter, Iowa 50261

City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, Iowa 50265

City of Winterset
124 W. Court Ave.
Winterset, IA 50273

- 1.3 The Soil and Water Conservation Districts of Adair, Dallas, Madison, Polk, and Warren are each a governmental division of the State of Iowa as defined in *Code of Iowa* Section 161A.3(6) and a soil and water conservation district established pursuant to *Code of Iowa* Section 161A.5(1). Their respective addresses are:

Adair SWCD
705 NE 6th St. Suite E
Greenfield, IA 50849

Dallas SWCD
1918 Green Street
Adel, Iowa 50003

Madison SWCD
815 IA-92
Winterset, Iowa 50273

Polk SWCD
1513 North Ankeny Blvd. Suite 3
Ankeny, Iowa 50023-4167

Warren SWCD
909 E. 2nd Ave Suite B
Indianola, IA 50125

SECTION 2. NORTH AND MIDDLE RIVERS WATERSHED BOUNDARY.

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

SECTION 3. PURPOSE.

- 3.1 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 and Middle River watershed, including but not limited to the following activities authorized pursuant to *Code of Iowa* Section 466B.22:
 - 3.1.1 Assess the flood risks in the watershed.
 - 3.1.2 Assess the water quality in the watershed.
 - 3.1.3 Assess options for reducing flood risk and improving water quality in the watershed.
 - 3.1.4 Monitor federal flood risk planning and activities.
 - 3.1.5 Educate residents of the watershed area regarding water quality and flood risks.
 - 3.1.6 Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
 - 3.1.7 Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority. The Authority 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.

SECTION 4. GOVERNANCE.

- 4.1 It is the intention of this Agreement the inherent governmental powers of any Party not be affected in any way beyond the terms of this Agreement.
- 4.2 A joint board of the Parties known as the North and Middle Rivers Watershed Management Authority Board (herein after referred to as the "Board") shall be responsible for coordinating watershed planning and improvements. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement. Except as otherwise provided in this Agreement, the actions of the Board shall be the actions of the Authority.

- 4.3 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).
- 4.4 The Board will develop, adopt, and from time-to-time amend governing bylaws.

SECTION 5. DURATION.

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

SECTION 6. POWERS AND DUTIES.

- 6.1 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. These powers shall not be transferred to the Authority. Each party shall be responsible for:
 - 6.1.1 Identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the watershed boundary;
 - 6.1.2 Identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the watershed;
 - 6.1.3 Identifying the most effective best management practices for water quantity and water quality improvements in the watershed;
 - 6.1.4 Participating in educational/outreach programs regarding water quality and flood risks;
 - 6.1.5 Identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the watershed;
 - 6.1.6 Providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Parties;
 - 6.1.7 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;
 - 6.1.8 Designing and bidding of projects;
 - 6.1.9 Administering contracts; and
 - 6.1.10 Observing construction.

SECTION 7. OPERATIONS

- 7.1 Within its available resources through funding or in-kind support, the Authority 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.
- 7.2 The Authority may enter into cooperative agreements and other contracts with other agencies, entities, and individuals.
- 7.3 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.

SECTION 8. MANNER OF FINANCING.

- 8.1 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.
- 8.2 No action to contribute funds by a Board member of the Authority 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 Authority.
- 8.3 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 or other organization meeting the fiscal agent standards outlined in the bylaws.
- 8.4 All funds received for use by the Authority 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 Authority. When funds are provided as a grant or loan directed to a Party of the Authority for a project administered by that Party, the funds shall be retained and administered by that Party.

SECTION 9. 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 affect 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.

SECTION 10. GOVERNING LAW.

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

SECTION 11. AMENDMENTS.

- 11.1 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).
- 11.2 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.
- 11.3 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.
- 11.4 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.

SECTION 12. ADDITIONAL PARTIES.

- 12.1 A City, County, or Soil and Water Conservation District within the watershed who is not a Party, may request, in writing to the Authority, to become a Party.
- 12.2 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.

SECTION 13. TERMINATION OF AGREEMENT.

This Agreement shall terminate upon the mutual agreement of the governing bodies of all Parties in the Authority. Upon termination, all property and money then owned by the Authority 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 Authority a written 90 days notice of intent. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

SECTION 14. 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.

SECTION 15. 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 US 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:

Chair, Adair County
400 Public Square
Greenfield, Iowa 50849

Chair, Madison County
112 N. John Wayne Dr.
Winterset, IA 50273

Chair, Polk County
111 Court Avenue
Des Moines, Iowa 50309

Chair, Warren County
301 N Buxton Street
Indianola, Iowa 50125

Mayor, City of Carlisle
195 N First Street
Carlisle, Iowa 50047

Mayor, City of Cumming
649 N 44th Street
Cumming, Iowa 50061

Mayor, City of Des Moines
400 Robert D. Ray Drive
Des Moines, Iowa 50309

Mayor, City of Indianola
110 N 1st Street
Indianola, Iowa 50125

Mayor, City of Norwalk
705 North Avenue
Norwalk, Iowa 50211

Mayor, City of Van Meter
310 Mill Street
PO Box 160
Van Meter, Iowa 50261

Mayor, City of West Des Moines
4200 Mills Civic Parkway
West Des Moines, Iowa 50265

Mayor, City of Winterset
124 W. Court Ave.
Winterset, IA 50273

Chair, Adair SWCD
705 NE 6th St. Suite E
Greenfield, IA 50849

Chair, Dallas SWCD
1918 Green Street
Adel, Iowa 50003

Chair, Madison SWCD
815 IA-92
Winterset, Iowa 50273

Chair, Polk SWCD
1513 North Ankeny Blvd. Suite 3
Ankeny, Iowa 50023-4167

Chair, Warren SWCD
909 E. 2nd Ave Suite B
Indianola, IA 50125

Or such other address as any Party may specify by notice to the other Parties.

Or such other address as any Party may specify by notice to the other Parties.

SECTION 16. RECORDATION.

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

SECTION 17. 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.

SECTION 18. 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.

SECTION 19. 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.

SECTION 20. AUTHORITY AND AUTHORIZATION.

Each party to this Agreement shall supply to the Authority 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.

SECTION 21. HEADINGS AND CAPTIONS.

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

SECTION 22. 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 3rd day of May, 2017.

ADAIR COUNTY, IOWA

BY:

Steven M. Skelley
Board of Supervisors Chair

ATTEST:

Mindy Schaefer
County Auditor

Dated this 8 day of August, 2023.

MADISON COUNTY, IOWA

BY:



Board of Supervisors Chair

ATTEST:



County Auditor

SPV-RESOLUTION-03-14-23 B

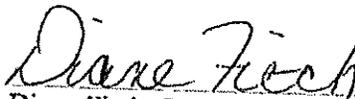
BE IT HEREBY RESOLVED that the Madison County Board of Supervisors shall approve joining the North and Middle Rivers Watershed Management Authority.

MADISON COUNTY SUPERVISORS

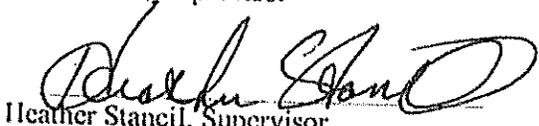
AYE



Phillip Clifton, Chairman



Diane Fitch, Supervisor



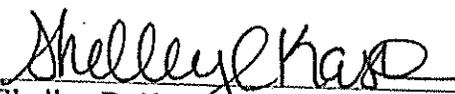
Heather Stancil, Supervisor

NAY

Phillip Clifton, Chairman

Diane Fitch, Supervisor

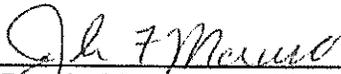
Heather Stancil, Supervisor

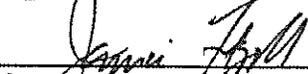
ATTEST: 
Shelley D. Kaster, Madison County Auditor

DATE: 3/14/23

Dated this 9TH day of MAY, 2017.

POLK COUNTY, IOWA

BY: 
Board of Supervisors Chair

ATTEST: 
County Auditor

Dated this 21st day of March, 2017.

WARREN COUNTY, IOWA

BY: 
Board of Supervisors Chair

ATTEST: 
County Auditor

Dated this 29th day of March, 2017.

CARLISLE, IOWA

BY:

Bob Kuller
Mayor

ATTEST:

M. J. [Signature]
City Clerk

CITY OF CARLISLE, IOWA
RESOLUTION NO. 2017032706

**A RESOLUTION TO APPROVE PARTICIPATION IN NORTH AND MIDDLE
RIVER WATERSHED MANAGEMENT AUTHORITY AGREEMENT**

WHEREAS, a Watershed Management Authority (WMA) for the North and Middle Rivers is being created with the assistance of the Des Moines Area Metropolitan Planning Agency (MPO), and

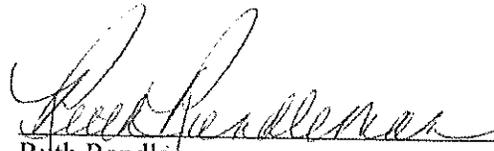
WHEREAS, the 28E agreement attached to this resolution seeks to form the North and Middle Rivers Watershed Management Authority, and

WHEREAS, the City of Carlisle has a vested interest in the North and Middle Rivers.

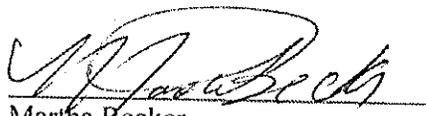
NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Carlisle that

1. the City of Carlisle will participate in the North and Middle Rivers Watershed Management Authority and
2. that the attached 28E agreement is approved and
3. the Mayor and City Clerk are authorize to sign the attached agreement on behalf of the City of Carlisle.

Passed and approved by City Council on this 27th day of March, 2017.


Ruth Randleman
Mayor

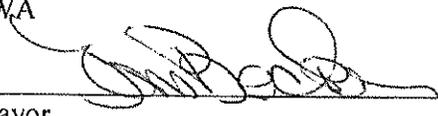
Attest:


Martha Becker
City Clerk

Dated this 8th day of May, 2017.

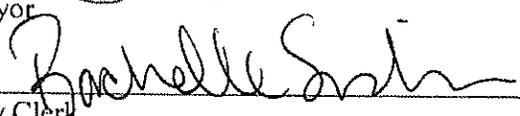
CUMMING, IOWA

BY:



Mayor

ATTEST:



City Clerk

Dated this 18th day of December, 2017.

DES MOINES, IOWA

BY:

T. M. Franklin Cownie
Mayor **T. M. Franklin Cownie**

ATTEST:

Diane Fank
City Clerk

APPROVED AS TO FORM:

Ann Seckmetz
Assistant City Attorney

★ Roll Call Number
17-2157

Agenda Item Number
310

Date December 18, 2017

**APPROVING AND AUTHORIZING THE EXECUTION OF A 28E AGREEMENT
WITH VARIOUS ENTITIES FOR THE NORTH AND MIDDLE RIVERS WATERSHED
MANAGEMENT AUTHORITY**

WHEREAS, flooding and water quality issues related to the North and Middle Rivers watershed have impacts on Des Moines residential and commercial properties, and

WHEREAS, it is necessary to coordinate various cities, counties and soil and water conservation districts and their various improvements within the North and Middle Rivers Watershed through a joint Watershed Management Authority; and

WHEREAS, the Cities of Carlisle, Cumming, Des Moines, Norwalk, Van Meter, and West Des Moines, and Dallas County Soil and Water Conservation District, Madison County Soil and Water Conservation District, Polk County Soil and Water Conservation District, and Warren County Soil and Water Conservation District, and Adair County, Madison County, Polk County, and Warren County desire to enter into a 28E agreement to create a Watershed Management Authority entitled North and Middle Rivers Watershed Management Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF Des Moines, Iowa, that the 28E Agreement with the various entities for the North and Middle Rivers Watershed Authority, is on file with the City Clerk and is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and attest respectively said agreement for and on behalf of the City of Des Moines, Iowa.

(Council Communication 17- 845)

Moved by Hensley adopt.

APPROVED AS TO FORM

Ann DiDonato
Ann DiDonato
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE	✓			
COLEMAN	✓			
GATTO	✓			
GRAY	✓			
HENSLEY	✓			
MOORE	✓			
WESTERGAARD	✓			
TOTAL	7			

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

T. M. Franklin
Mayor

Diane Rauh
City Clerk

Dated this 5 day of December, 2022.

Indianola, IOWA

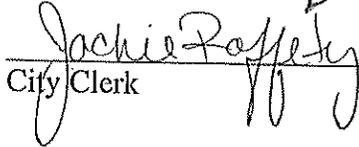
BY:

Mayor



ATTEST:

City Clerk



City of Indianola
RESOLUTION NO. 2022-256

**RESOLUTION APPROVING PARTICIPATION IN THE NORTH AND MIDDLE RIVER
WATERSHED MANAGEMENT AUTHORITY AGREEMENT**

WHEREAS, a Watershed Management Authority (WMA) for the North and Middle Rivers is being created with the assistance of Center for Rural Affairs; and

WHEREAS, pursuant to Code of Iowa Section 466B.22, a watershed management authority may perform all of the following duties:

- Assess and reduce flood risk
- Assess and improve water quality
- Monitor federal flood risk planning and activities
- Educate residents of the watershed regarding flood risks and water quality
- Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation

WHEREAS, the 28E agreement attached to this resolution seeks to form the North and Middle River Watershed Management Authority; and

WHEREAS, the City of Indianola has a vested interested in the North and Middle Rivers.

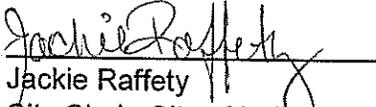
NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Indianola that:

1. the City of Indianola will participate in the North and Middle Rivers Watershed Management Authority
2. the attached 28E agreement is approved
3. the Mayor and City Clerk are authorized to sign the attached agreement on behalf of the City of Indianola.

Passed and approved by the Indianola City Council on Monday, December 5, 2022.


Stephanie Erickson
Mayor of Indianola

Attest:


Jackie Raffety
City Clerk, City of Indianola

Dated this 6 day of April, 2017.

NORWALK, IOWA

BY:

Tom Phillips
Mayor

ATTEST:

J. J. Johnson
City Clerk

CITY COUNCIL
CITY OF NORWALK, IOWA

RESOLUTION NO 17052
Resolution authorizing a 28E Agreement for the North
and Middle River Watershed Management Authority

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 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 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 risks.
6. Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority; and,

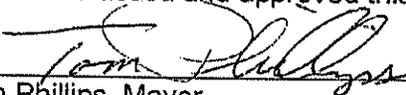
WHEREAS, the Parties deem establishment of the Middle and North Rivers Watershed Management Authority (hereinafter referred to as the "Authority"), a watershed management authority encompassing all of the Middle and North River watersheds to be of mutual advantage; and,

WHEREAS, it is mutually desired to enter into this 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 and Middle Creek Watershed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Norwalk, Iowa, that

Section 1: The city of Norwalk endorses the purpose of the North and Middle Rivers Watershed Management Authority and intends to work with the Authority to advance watershed goals.

Passed and approved this 6th day of April, 2017.


Tom Phillips, Mayor


ATTEST: Jodi Eddleman, City Clerk

ROLL CALL VOTE:	Aye	Nay	Abstain	Absent
Isley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kuhl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lester	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Livingston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Riva	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Dated this 2nd day of May, 2017.

VAN METER, IOWA

BY: Allen B. Adams
Mayor

ATTEST: [Signature]
City Clerk

Dated this 3rd day of April, 2017.

WEST DES MOINES, IOWA

BY:



Mayor

ATTEST:



City Clerk

RESOLUTION

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A IOWA CODE CHAPTER 28E AGREEMENT TO ESTABLISH THE NORTH AND MIDDLE RIVERS WATERSHED MANAGEMENT AUTHORITY.

WHEREAS, the Des Moines Area Metropolitan Planning Organization has requested Adair County, Madison County, Polk County, Warren County, Carlisle, Cumming, Des Moines, Norwalk, Van Meter, West Des Moines, Dallas County Soil and Water Conservation District, Madison County Soil and Water Conservation District, Polk Soil and Water Conservation District, and Warren County Soil and Water Conservation District enter into a 28E Agreement in accordance with Iowa Code Chapter 28E;

WHEREAS, the agreement establishes a Watershed Management Agreement (WMA) for North and Middle Rivers as enabled by Iowa Code section 466B to support watershed planning and improvements;

WHEREAS, the City of West Des Moines is located within the North and Middle Rivers Watershed as defined by the United States Geological Survey Hydrologic Unit Code 8;

WHEREAS, the City Council has deemed that it is in the best interest of the citizens of the City to approve and execute the above described WMA 28E agreement;

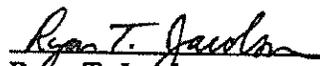
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST DES MOINES, IOWA THAT the intergovernmental agreement, the North and Middle Rivers Watershed Management Authority 28E agreement on file in the office of the City Clerk is hereby approved and the Mayor is hereby authorized and directed to execute such agreement and the City Clerk is directed to attest to the Mayor's signature.

PASSED AND ADOPTED this 3rd day of April 2017.



Steven K. Gaer, Mayor

ATTEST:



Ryan T. Jacobson
City Clerk

COUNCIL ACTION	YEAS	NAYS	ABST.	ABSENT
TREVILLYAN	✓			
NICKELSON	✓			
TRIMBLE	✓			
MESSERSCHMIDT	✓			
SANDAGER				✓
MOTION BY <u>Messerschmidt</u>				
SECOND BY: <u>Trevillyan</u>				
ROLL CALL # <u>17-159</u>				

17-04-03-07

Dated this 1st day of May, 2023.

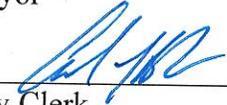
WINTERSET, IOWA

BY:



Mayor

ATTEST:



City Clerk

RESOLUTION NO. 2023-09

RESOLUTION TO APPROVE PARTICIPATION IN NORTH AND MIDDLE RIVER
WATERSHED MANAGEMENT AUTHORITY AGREEMENT

WHEREAS, an original 28E Agreement was filed with the Secretary of State in 2018 to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivision pursuant to Iowa Code section 466, and

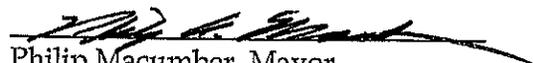
WHEREAS, the City of Winterset was solicited to be a participating member of the previously executed and arranged 28E Agreement, and

WHEREAS, a Watershed Management Authority (WMA) for the North and Middle Rivers watersheds have impact on Winterset residential and commercial properties, and

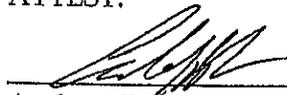
WHEREAS, it is necessary to coordinate various cities, counties, soil and water conservation districts and shall execute activities pursuant to Code of Iowa Section 466B.22 and Section 3. Purpose of the 28 E Agreement, and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Winterset, Iowa that the city of Winterset will participate in the North and Middle River Watershed Management Authority to extent outlined in the aforementioned 28E Agreement, approval to join in such agreement with existing entities, and to authorize the Mayor and City Clerk to sign on behalf of the City of Winterset.

Passed and approved this 1st day of May 2023


Philip Macumber, Mayor

ATTEST:

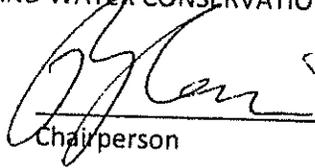


Andrew J Barden,
City Clerk and Administrator

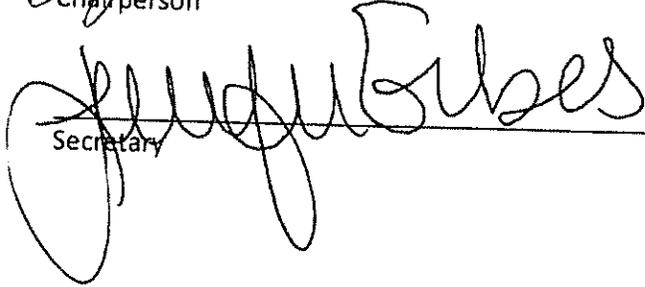
Dated this 25 day of April, 2023.

ADAIR SOIL AND WATER CONSERVATION DISTRICT

BY:


Chairperson

ATTEST:


Secretary

Dated this 17 day of MAY, 2017.

DALLAS SOIL AND WATER CONSERVATION DISTRICT

BY:

Eric Beemel
Chairperson

ATTEST:

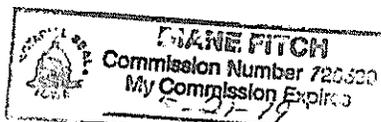
Denise Forrest
Secretary

Dated this 15 day of March, 2017.

MADISON SOIL AND WATER CONSERVATION DISTRICT

BY: Fredrick M. Matern
Chairperson

ATTEST: Diane Fitch
Secretary



Diane Fitch

3-15-17 @ 11:35

POLK SOIL AND WATER CONSERVATION DISTRICT

BY:

Chip Mathis
Chairperson

ATTEST:

Paul Schmitt
Secretary

Dated this 30 day of March, 2023.

WARREN SOIL AND WATER CONSERVATION DISTRICT

BY: *M D Heermstra*
Chairperson

ATTEST: *Kristin Hamm*
Secretary