



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

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M509181

7/25/2016 4:10:12 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	Beaver Creek Watershed Mgmt Authority	Other	Polk
Party 2	various entities	Other	Other
Party 3			
Party 4			
Party 5			

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

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

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 Establish a watershed management authority in order to enable cooperation in supporting watershed planning and improvements

**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 Bailey FIRST Name Kurt

Title Engineer Department Engineer

Email \_\_\_\_\_ Phone 286-3705

## Beaver Creek Watershed Management Authority Agreement

*Between Boone County, Greene County, Polk County, Webster County, City of Beaver, City of Berkley, City of Bouton, City of Boxholm, City of Dallas Center, City of Dana, City of Des Moines, City of Grand Junction, City of Granger, City of Grimes, City of Johnston, City of Minburn, City of Ogden, City of Perry, City of Urbandale, City of Woodward, Boone County Soil and Water Conservation District, Dallas County Soil and Water Conservation District, Greene County Soil and Water Conservation District, Polk Soil and Water Conservation, and Webster County 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 on this 22nd day of July, 2016 by and between Boone County, Iowa; Greene County, Iowa; Polk County, Iowa; Webster County, Iowa; the City of Beaver, Iowa; the City of Berkley, Iowa; the City of Bouton, Iowa; the City of Boxholm, Iowa; the City of Dallas Center, Iowa; the City of Dana, Iowa; the City of Des Moines, Iowa; the City of Grand Junction, Iowa; the City of Granger, Iowa; the City of Grimes, Iowa; the City of Johnston, Iowa; the City of Minburn, Iowa; the City of Ogden, Iowa; the City of Perry, Iowa; the City of Urbandale, Iowa; the City of Woodward, Iowa; the Boone County Soil and Water Conservation District; the Dallas County Soil and Water Conservation District; the Greene County Soil and Water Conservation District; the Polk County Soil and Water Conservation District; and the Webster County 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 in order 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 Beaver Creek Watershed Management Authority (hereinafter referred to as the "Authority"), a watershed management authority encompassing all of the Beaver Creek watershed which falls within the same HUC 8 watershed, 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 Beaver 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 Boone, Greene, Polk, and Webster are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 331. Their respective addresses are:

Boone County  
201 State Street  
Boone, Iowa 50036

Greene County  
114 N. Chestnut Street  
Jefferson, Iowa 50129

Polk County  
111 Court Avenue  
Des Moines, Iowa 50309

Webster County  
701 Central Avenue  
Fort Dodge, Iowa 50501

1.2 The Cities of Beaver, Berkley, Bouton, Boxholm, Dallas Center, Dana, Des Moines, Grand Junction, Granger, Grimes, Johnston, Minburn, Ogden, Perry, Urbandale, and Woodward 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 Beaver  
121 3<sup>rd</sup> Street  
Beaver, Iowa 50031

City of Berkley  
266 284<sup>th</sup> Street  
Berkley, Iowa 50220

City of Bouton  
110 E 1<sup>st</sup> Street  
Bouton, Iowa 50039

City of Boxholm  
106 Elm Street  
Boxholm, Iowa 50040

City of Dallas Center  
1502 Walnut Street  
PO Box 396  
Dallas Center, Iowa 50063

City of Dana  
1874 250<sup>th</sup> Street  
Dana, Iowa 50107

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

City of Grand Junction  
107 E. Main Street  
Grand Junction, Iowa 50107

City of Granger  
1906 Main Street  
PO Box 333  
Grainger, Iowa 50109

City of Grimes  
101 N Harvey Street  
Grimes, Iowa 50111

City of Johnston  
6221 Merle Hay Road  
Johnston, Iowa 50131

City of Minburn  
315 Baker Street  
Minburn, Iowa 50167

City of Ogden  
513 West Walnut Street  
Ogden, Iowa 50212

City of Perry  
1102 Willis Avenue, Suite 300  
Perry, Iowa 50220

City of Urbandale  
3600 86<sup>th</sup> Street  
Urbandale, Iowa 50322

City of Woodward  
105 E Second Street  
Woodward, Iowa 50276

- 1.3 The Boone, Dallas, Greene, Polk, and Webster Soil and Water Conservation Districts are each a governmental division of the State of Iowa as provided 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:

Boone County SWCD  
1602 Snedden Drive  
Boone, Iowa 50036

Dallas County SWCD  
1918 Greene Street, Suite 2  
Adel, Iowa 50003

Greene County SWCD  
1703 North Elm Street, Suite 2  
Jefferson, Iowa 50129

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

Webster County SWCD  
1898 Kountry Lane  
Fort Dodge, Iowa 50501

## SECTION 2. BEAVER CREEK WATERSHED BOUNDARY.

The area within this Agreement shall be known as the Beaver Creek 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 Beaver Creek 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 that the Authority 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.
- 4.2 A joint board of the Parties known as the Beaver Creek Watershed Management Authority Board (herein after 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. 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, operating policies, and administrative procedures.

#### 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 Beaver Creek 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 employ one or more staff members.
- 7.2 In addition to other powers and duties, the Authority will oversee the performance of all staff members and in-kind contributions to the Authority of personnel, materials, and equipment.
- 7.3 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.
- 7.4 The Authority may enter into cooperative agreements and other contracts with other agencies, entities, and individuals.
- 7.5 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 such other 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 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.

## 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 (2015).
- 11.2 Any Party desiring an amendment to this Agreement shall notify other Parties of its desire, and the reasons for the request. Such requests 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 Amendments 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 Beaver Creek 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 day 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:

Boone County:           Chairperson, Boone County Board of Supervisors  
Boone County Administration  
201 State Street  
Boone, Iowa 50036

Greene County:        Chairperson, Greene County Board of Supervisors  
Greene County Administration  
114 N. Chestnut Street  
Jefferson, Iowa 50129

Polk County:           Chairperson, Polk County Board of Supervisors  
Polk County Administration  
111 Court Avenue  
Des Moines, Iowa 50309

Webster County: Chairperson, Webster County Board of Supervisors  
Webster County Administration  
701 Central Avenue  
Fort Dodge, Iowa 50501

Beaver: Mayor, City of Beaver  
  
Beaver, Iowa 50031

Berkley: Mayor, City of Berkley  
  
Berkley, Iowa 50220

Bouton: Mayor, City of Bouton  
110 E 1<sup>st</sup> Street  
Bouton, Iowa 50039

Boxholm: Mayor, City of Boxholm  
106 Elm Street  
Boxholm, Iowa 50040

Dallas Center: Mayor, City of Dallas Center  
1502 Walnut Street  
PO Box 396  
Dallas Center, Iowa 50063

Dana: Mayor, City of Dana  
1874 250<sup>th</sup> Street  
Dana, Iowa 50127

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

Grand Junction: Mayor, City of Grand Junction  
107 E. Main Street  
Grand Junction, Iowa 50107

Granger: Mayor, City of Granger  
1906 Main Street  
PO Box 333  
Grainger, Iowa 50109

Grimes: Mayor, City of Grimes  
101 N Harvey Street  
Grimes, Iowa 50111

Johnston: Mayor, City of Johnston  
6221 Merle Hay Road  
Johnston, Iowa 50131

Minburn: Mayor, City of Minburn  
315 Baker Street  
Minburn, Iowa 50167

Ogden: Mayor, City of Ogden  
513 West Walnut Street  
Ogden, Iowa 50212

Perry: Mayor, City of Perry  
1102 Willis Avenue, Suite 300  
Perry, Iowa 50220

Urbandale: Mayor, City of Urbandale  
3600 86<sup>th</sup> Street  
Urbandale, Iowa 50322

Woodward: Mayor, City of Woodward  
105 E Second Street  
Woodward, Iowa 50276

Boone County Soil and Water Conservation District:  
Chairperson, Boone County SWCD  
1602 Snedden Drive  
Boone, Iowa 50036

Dallas County Soil and Water Conservation District:  
Chairperson, Dallas County SWCD  
1918 Greene Street, Suite 2  
Adel, Iowa 50003

Greene County Soil and Water Conservation District:  
Chairperson, Greene County SWCD  
1703 North Elm Street, Suite 2  
Jefferson, Iowa 50129

Polk Soil and Water Conservation District:  
Chairperson, Polk SWCD  
1513 North Ankeny Blvd. Suite 3  
Ankeny, Iowa 50023-4167

Webster Soil and Water Conservation District:  
Chairperson, Webster County SWCD  
1898 Kountry Lane  
Fort Dodge, Iowa 50501

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 the 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 4 day of Apr., 2018.

BEAVER, IOWA

BY: *[Signature]*  
Mayor

ATTEST: *[Signature]*  
City Clerk

Dated this 4 day of January, 2018.

BERKLEY, IOWA

BY: *Harriet M. Gurti*  
Mayor

ATTEST: *Lanna Moore*  
City Clerk



Dated this 28<sup>th</sup> day of October, 2015.

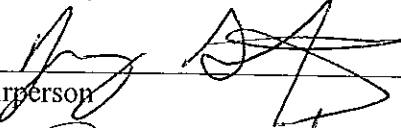
BOONE COUNTY, IOWA

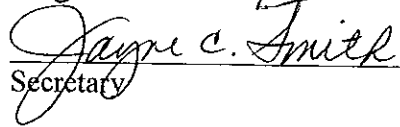
BY: Chet Hollingsworth  
Board of Supervisors Chair

ATTEST: Philippe E. Meier  
County Auditor

Dated this 28<sup>th</sup> day of January, 2015: 2016

BOONE SOIL AND WATER CONSERVATION DISTRICT  
BOONE COUNTY, IOWA

BY:   
Chairperson

ATTEST:   
Secretary

Dated this 4th day of Jan, 2015.

BOUTON, IOWA

BY: [Signature]  
Mayor

ATTEST: [Signature]  
City Clerk.

Dated this 8<sup>th</sup> day of February, <sup>2016</sup>~~2015~~.

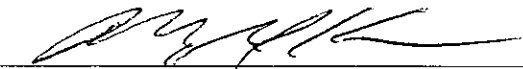
BOXHOLM, IOWA

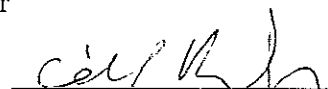
BY: James Schweerman  
Mayor

ATTEST: Emily Clausen  
City Clerk

Dated this 8 day of December, 2015.

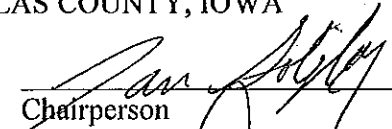
DALLAS CENTER, IOWA


BY:   
Mayor

ATTEST:   
City Clerk

Dated this 16 day of November, 2015.

DALLAS SOIL AND WATER CONSERVATION DISTRICT  
DALLAS COUNTY, IOWA

BY:   
Chairperson

ATTEST:   
Secretary

Dated this 2<sup>nd</sup> day of March, 201<sup>6</sup>5.

DANA, IOWA

BY: Mandy Sims  
Mayor

ATTEST: Jackie Ostrander  
City Clerk

Dated this 23rd day of November, 2015.

DES MOINES, IOWA

BY:

Mayor

ATTEST:

City Clerk


*A. M. Franklin Currie*

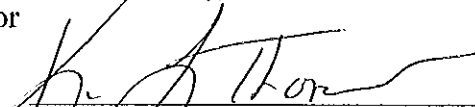
*Donna Kunk*



Dated this 14 day of October, 2015.

GRAND JUNCTION, IOWA

BY:   
Mayor

ATTEST:   
City Clerk

Dated this 28 day of September, 2015.

GRANGER, IOWA

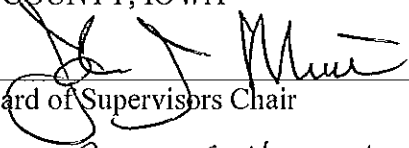
BY: Cathy S. Fulson  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

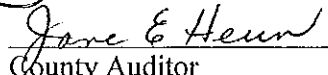
Dated this 9<sup>th</sup> day of November, 2015.

GREENE COUNTY, IOWA

BY:

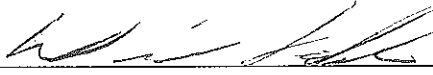
  
Board of Supervisors Chair

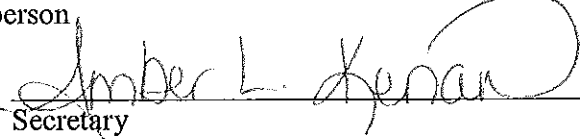
ATTEST:

  
County Auditor

Dated this 12 day of April, 2016.

GREENE SOIL AND WATER CONSERVATION DISTRICT  
GREENE COUNTY, IOWA

BY:   
Chairperson

ATTEST:   
Secretary

Dated this 10 day of November, 2015.

GRIMES, IOWA

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

Mayor

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

City Clerk

Dated this 21<sup>st</sup> day of September, 2015.

JOHNSTON, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this 9<sup>th</sup> day of November, 2015.

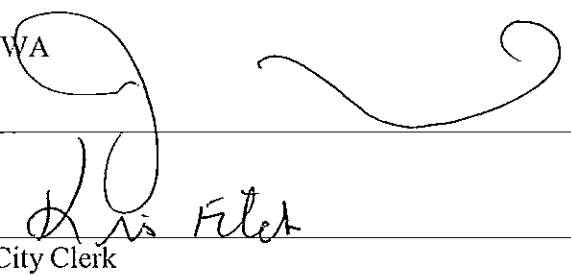
MINBURN, IOWA

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

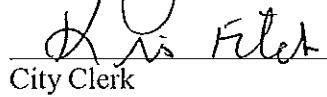
Mayor

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

City Clerk



A large, stylized handwritten signature in black ink, written over the Mayor's signature line. The signature is highly cursive and loops around, extending above and below the line.



A handwritten signature in black ink, written over the City Clerk's signature line. The signature is cursive and appears to read "A. S. Fitch".

Dated this 13<sup>th</sup> day of October, 2015.

OGDEN, IOWA

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

Mayor

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

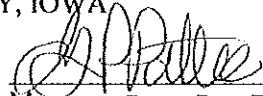
City Clerk/Administrator



Dated this 21st day of December, 2015.

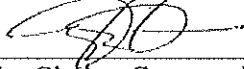
PERRY, IOWA

BY:



\_\_\_\_\_  
Mayor, Jay P. Pattee

ATTEST:



\_\_\_\_\_  
City Clerk, Corey Eastman

Dated this 15<sup>th</sup> day of SEPTEMBER, 2015.

POLK COUNTY, IOWA

BY:

Tom Hockmeyer  
Board of Supervisors Chair

ATTEST:

Jamie Hyde  
County Auditor

Dated this 15 day of September, 2015.

POLK SOIL AND WATER CONSERVATION DISTRICT  
POLK COUNTY, IOWA

BY: Chip Mathis  
Chairperson

ATTEST: Paul Schwartz  
Secretary

Dated this 16<sup>th</sup> day of September, 2015.

URBANDALE, IOWA

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

Mayor

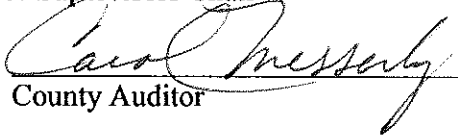
ATTEST: \_\_\_\_\_

City Clerk

Dated this 22 day of Sept, 2015.

WEBSTER COUNTY, IOWA

BY:   
Board of Supervisors Chair

ATTEST:   
County Auditor

Dated this 24<sup>th</sup> day of November, 2015.

WEBSTER SOIL AND WATER CONSERVATION DISTRICT  
WEBSTER COUNTY, IOWA

BY:

Kenney Keweenaw  
Chairperson

ATTEST:


Kim Olson  
Secretary

Dated this 11<sup>th</sup> day of January, 2016.

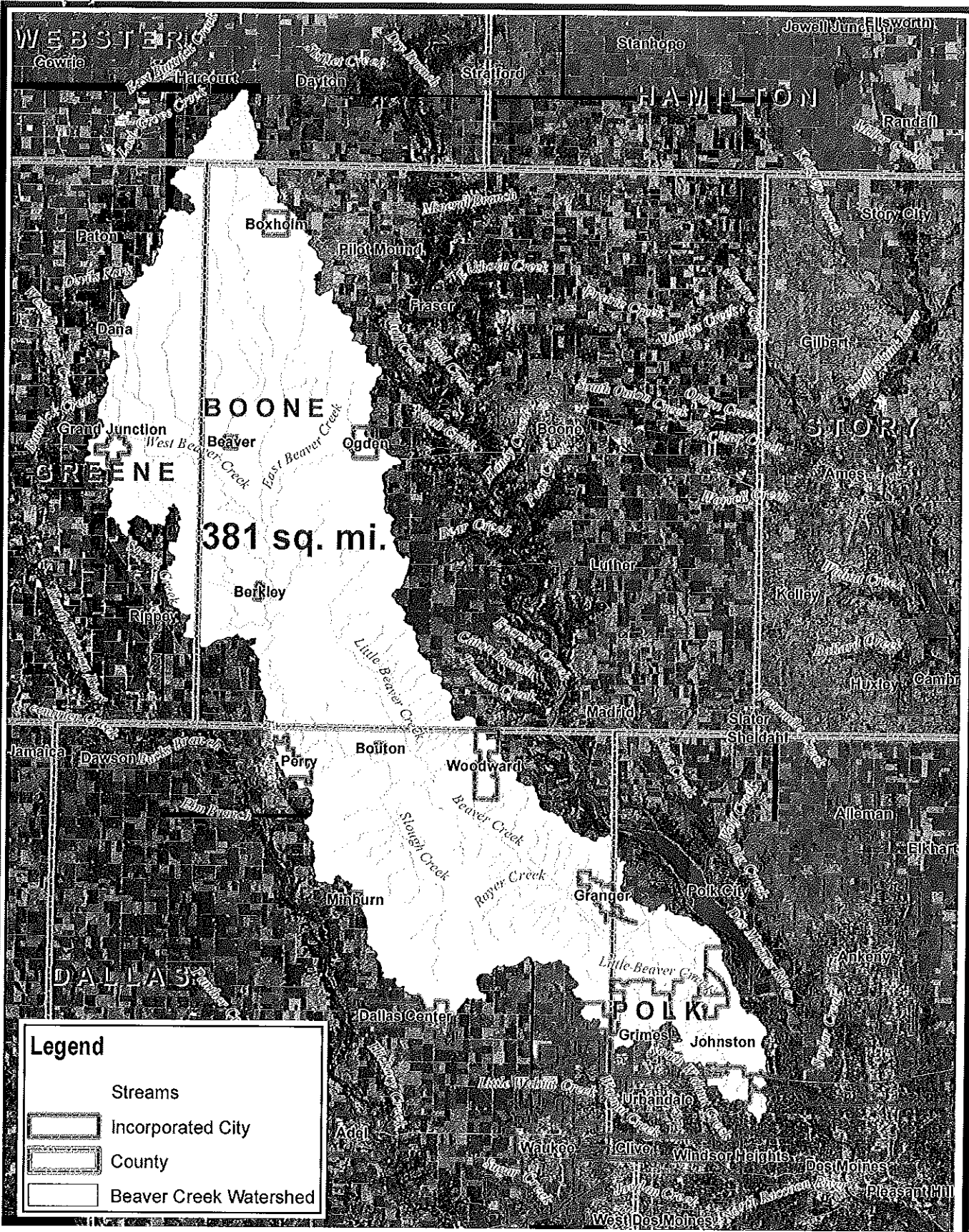
WOODWARD, IOWA

BY: 

\_\_\_\_\_  
Mayor

ATTEST: 

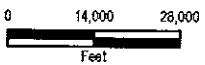
\_\_\_\_\_  
City Clerk



**SNYDER & ASSOCIATES**  
Engineers and Planners



**Beaver Creek Watershed**



**Attachment A**



RESOLUTION

Moved by Mauro, Seconded by VanDort 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 recent flooding that occurred in the Beaver Creek Watershed, it is recommended that a watershed management authority be established as per Section 466B of the Code of Iowa to enable cooperation to support watershed planning and improvements that are to the mutual advantage of the political subdivisions involved; and

WHEREAS, a 28E Agreement with the Cities of Beaver, Berkley, Bouton, Boxholm, Dallas Center, Dana, Des Moines, Grand Junction, Granger, Grimes, Johnston, Minburn, Ogden, Perry, Urbandale, and Woodward, the Counties of Boone, Dallas, Greene, Webster and Polk, the Boone County Soil and Water Conservation District, the Dallas County Soil and Water Conservation District, the Greene County Soil and Water Conservation District, the Webster County Soil and Water Conservation District, and the Polk County Soil and Water Conservation District, has been developed to establish the Beaver Creek Watershed Management Authority whose primary purpose will be to carry out watershed planning and improvements in 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) Agreement to be 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:

Angela Connolly  
Chairperson

RECOMMENDED FOR APPROVAL:

Robert Rice  
Robert Rice, Director  
Polk County Public Works

APPROVED AS TO FORM:

David Hill  
Assistant County Attorney

ROLL CALL  
FOR ALLOWANCE

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

Above tabulation made by RD

SEP 15 2015

ALLOWED BY VOTE  
OF BOARD

Angela Connolly  
CHAIRPERSON

Fiscal Impact: None

#15