



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

# 28E Agreement

FOR OFFICE USE ONLY:

FILED

M508674

11/10/2015 1:57:14 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	Appanoose Soil & Water Conservation District	Regional or District	Appanoose
Party 2	Lucas Soil & Water Conservation District	Regional or District	Lucas
Party 3	Mahaska Soil & Water Conservation District	Regional or District	Mahaska
Party 4	Marion Soil & Water Conservation District	Regional or District	Marion
Party 5	Monroe Soil & Water Conservation District	Regional or District	Monroe

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

**Item 2.** The type of Public Service included in this agreement is: 560 Planning  
(Enter only one Service Code and Description) Code Number Service Description

**Item 3.** The purpose of this agreement is: *(please be specific)*  
 Establish the South Central IA Cedar Creek Watershed Management Authority (28E Agreement).

**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: M508357

(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 \_\_\_\_\_ FIRST Name \_\_\_\_\_

Title \_\_\_\_\_ Department \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_



Paul D. Pate  
 Secretary of State  
 State of Iowa

**28E Agreement  
 Additional  
 Participants**

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11/10/2015 1:57:14 PM

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

	<b>Full Legal Name</b>	<b>Organization Type</b>	<b>*County</b>
Party 6	Lucas County Board of Supervisors	County	Lucas
Party 7	Marion County Board of Supervisors	County	Marion
Party 8	Monroe County Board of Supervisors	County	Monroe
Party 9	Albia	City	Monroe
Party 10	Melrose	City	Monroe

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

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## INTRODUCTION

WHEREAS, Iowa Code Section 466B.22 (2015) 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 8 (HUC 8) watershed to enter into an agreement under Iowa Code Chapter 28E; and,

WHEREAS, doing so would allow the political subdivision that are parties to this 28E Agreement to establish a watershed management authority and enable cooperation in supporting watershed planning and improvements, promoting water quality, and providing educational opportunities to benefit the political subdivisions involved; and,

WHEREAS, watershed management authorities allow Members to make efficient use of their powers in securing funding for and cooperating to achieve goals by serving the public good by cooperatively utilizing material and human resources needed to achieve watershed improvements, more specifically, resources needed to plan for and implement voluntary hazard mitigation and water quality programming; and,

WHEREAS, this agreement is voluntarily entered into pursuant to IOWA CODE, chapters 28E and 466B by and between eligible political subdivisions that adopt these Articles of Agreement, as identified on the attached signature pages (hereinafter ("Members")) and presented to the Iowa Secretary of State on this 13th day of August, 2015.

NOW THEREFORE, pursuant to Iowa Code 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. Allocate moneys made available to the authority for purpose 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, provided that the watershed management authority does not acquire property by eminent domain.

## **SECTION 1. CREATION OF THE AUTHORITY**

Upon the effective date stated above a public agency is hereby created which shall be known as the “South Central IA Cedar Creek Watershed Management Authority (the “Authority”). The Authority shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating Members and shall be subject to the control and supervision of any party or their officers and directors only to the extent provided herein. Except as otherwise provided in this Agreement, the actions of the Board shall be the actions of the Authority.

- 1.1 Resolutions from each entity agreeing to all articles of the 28E Agreement and authorizing their acceptance of Membership into the South Central IA Cedar Creek Watershed Management Authority is included in attachment III.

## **SECTION 2. DURATION**

This Agreement shall remain in effect in perpetuity unless amended or terminated per the provisions of this agreement.

## **SECTION 3. BOUNDARIES**

- 3.1 The geographical area within this agreement shall be known as the South Central IA Cedar Creek Watershed. The boundary is graphically depicted in attachment I.
- 3.2 The South Central IA Cedar Creek Watershed lies within the northern part of the United States Geological Survey Hydrologic Unit Code (HUC) 8 (07100009 Lower Des Moines) and is considered two HUC10's (0710000902 North Cedar Creek) & (0710000903 Cedar Creek) and is comprised of 14 HUC 12 sub-watersheds.

## **SECTION 4. GOVERNING BODY**

The Authority shall be governed by a Board of directors, (hereinafter referred to as the "Board"). A quorum of the Board shall be needed to conduct official business and shall consist of the majority of the full Board at any meeting. The Board of directors shall meet at least once per calendar year for elections but may draft bylaws which allow for meeting more frequently. Each participating governing body or entity shall be entitled to appoint one (1) representative and one (1) alternate representative to serve on the Authority Board. The Board shall be subject to the Iowa Open Meetings and Iowa Open Records Laws and shall make the necessary provisions to conform to the requirements of those laws.

- 4.1 The Board for the Authority shall adopt bylaws and shall elect one (1) director as chairperson and one (1) director as vice chairperson. The Board shall appoint a secretary who may or may not be a director and may or may not also assume the position of treasurer. One (1) elected position of treasurer shall be a director unless this position is assumed by the Secretary. Elected positions for the Board shall be referred to as the “Officers” and shall be determined by the Board through annual elections as stated in the bylaws. The Board shall be responsible for fulfilling the goals and intent of the Members for the Watershed

Authority. The Board may create any committees necessary to achieve the purposes and functions of this Agreement. Further duties shall also be set forth in the bylaws.

- 4.2 The directors of the Board shall serve staggered terms of four years. The initial board shall determine, by lot, the initial terms to be shortened and lengthened, as necessary, to achieve staggered terms. A person appointed to fill a vacancy shall be appointed in the same manner as the original appointment for the duration of the unexpired term. A director is eligible for reappointment. This subsection shall not apply if an alternative is provided in the bylaws for the length of term, appointment, and reappointment of directors.
- 4.3 The elected Officers for the Board shall have the power to sign upon the approval of the Board on behalf of all Members of the Authority.
- 4.4 An affirmative vote of a majority of the quorum shall be necessary for any action taken by the Authority unless the Board adopts a bylaw requiring a greater number of affirmative votes.
- 4.5 The Board may appoint up to (3) ex-officio Members, which shall be entitled to participate in all meetings and shall have exactly the same rights and privileges as do all other Members, including the right to vote. Circumstances under which ex-officio members' votes are not to be counted shall be provided for and explained in the bylaws.
- 4.6 Board Members shall receive no compensation for serving in such capacity but may be reimbursed for actual expenses incurred by their respective governing body or by the Authority subject to the existence and availability of funds and the approval of the Authority.
- 4.7 The appointing body may at any time remove a director appointed by it. If a director is removed, a successor shall be appointed by its respective appointing body. In the event of a mid-term vacancy or removal of an Officer, the Board shall elect a new Officer to fill the vacant seat for the duration of the unexpired term. Vacancy in membership of the Board shall not impair the rights of a quorum to exercise all the rights and perform all the duties of the Authority.

## **SECTION 5. FINANCIAL**

- 5.1 The Authority may solicit, accept and receive donations, endowments, gifts, reimbursements and such other funds as are deemed necessary to support work pursuant to this agreement.
- 5.2 The Authority shall have full authority to apply for and receive grants. The Authority may enter into agreements with grant writers or fiscal agents to both write grants and administer dollars for projects approved by the Authority.
- 5.3 The Authority may contribute funds from its budget, if necessary and appropriate, for the operation and administration of the Authority. These funds may be used for needs including, but not limited to, the employment of staff, marketing, education, grant writing, technical, and / or administrative fees and expenses. Any funds appropriated for this purpose shall be presented and approved by a majority of the Board.

- 5.4 The Authority shall have no power to impose any tax of any nature, nor pledge the credit of any of the parties to this Agreement.
- 5.5 The Authority may, if deemed necessary and appropriate, create an equitable formula for the collection of operation and maintenance (O&M) funds from the Members of the Authority. Changes in the O & M formula can only be accomplished with the full Board present. Eighty percent (80%) of the full Board must agree to the change.
- 5.6 Maintenance funds collected by the Authority shall be retained by the Authority treasurer in accordance with the provisions of Iowa Code Sections 12B.10, 12B.10A through 12B.10C and all other applicable laws of the State of Iowa.
- 5.7 At the annual meeting, a budget for one (1) year shall be established for the following year. The annual budget may be amended at any time during the year upon a majority vote of the Members.
- 5.8 The Authority shall prepare an annual report summarizing activities and expenditures of the Authority during the previous and current fiscal years. To comply with the audit provisions of Iowa Code Section 11.6, a copy of this report shall be given to each party that is a Member to this agreement and the audit shall be considered a public record.

## **SECTION 6. PURPOSE AND DUTIES OF THE AUTHORITY**

### **6.1 PURPOSE**

The purpose of this Agreement is to provide for the manner in which the Members of the Authority shall cooperate with one another within the Cedar Creek Watershed to engage in the activities authorized pursuant to Iowa Code Section 466B.23 in pursuit of, but not limited to, the following:

- a) Assess the flood risks and water quality in the watershed by utilizing watershed level assessments, planning, monitoring and activities;
- b) Increase communication/education addressing flooding and water quality;
- c) Support management of storm water runoff to prevent erosion, increase infiltration, promote groundwater recharge, and mitigate flooding;
- d) Promote efforts to protect and enhance beneficial uses of waterways within the Cedar Creek watershed such as fish, wildlife habitat and water recreation;
- e) Increase public education on water quality issues and flood mitigation opportunities;
- g) Seek funding opportunities;
- h) Provide a forum for exchanging information among Members; and
- i) Other actions permitted under Iowa Code chapters 28E and 466B (2015).

## 6.2 DUTIES

The Members 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. Any Member may accept a specific responsibility to assist in achieving the goals of the Authority, including but not limited to:

- a) Identifying funding opportunities and in-kind support for the undertaking of watershed planning and improvements within the Cedar Creek watershed boundary;
- b) Identifying opportunities for infrastructures development and planning capable of assessing and mitigating flood risks in the watershed;
- c) Identifying the most effective best management practices for water quantity and water quality improvements in the watershed;
- d) Participating in educational/outreach programs regarding water quality and flood risks;
- e) Identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the watershed;
- f) Allocating moneys made available to the authority for the purpose of water quality and flood mitigation;
- g) Providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Parties;
- h) 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;
- i) Making and entering into contracts and agreements and executing all instruments necessary or incidental to the performance of the duties of the Authority; and,
- j) bidding, designing and observing construction of projects

6.3 The Authority will limit its powers to guarantee that no action of the Authority shall infringe on the property rights of landowners in the watershed. The Authority shall not acquire property by eminent domain.

6.4 The Authority may cooperate with entities, including but not limited to, the Iowa Department of Natural Resources, the Iowa Department of Agriculture and Land Stewardship, councils of government, and local drinking water and wastewater utilities, and work with landowners and tenants to identify opportunities and assist with projects for voluntary water quality improvement.

6.5 Nothing in this Agreement shall be construed to inhibit any community or entity in the Authority from applying for or seeking funding or other assistance on its own behalf for watershed improvements or mitigation within its own community.

6.6 One or more Members of the Authority may act together or in concert with other Members in seeking grants, funding or other assistance under the umbrella of the Watershed Authority, upon prior affirmative vote of the governing body.



## **SECTION 7. OPERATION OF AUTHORITY**

- 7.1 Subject to 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 shall oversee the performance of all staff Members and in-kind contributions to the Authority of personnel, materials, and equipment.
- 7.3 The Authority shall develop, adopt, and from time-to-time amend governing bylaws, operating policies, and administrative procedures.
- 7.4 Subject to 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.
- 7.5 The Authority may enter into cooperative agreements and other contracts with other agencies, entities, and individuals.
- 7.6 Subject to available resources through funding or in-kind support, the Authority may create committees and task forces to support its work.
- 7.7 The Authority may acquire and dispose of any real property, which shall be held jointly by the Members to this Agreement at the time of such acquisition.
- 7.8 Upon termination or dissolution of the Authority, any real property acquired while this Agreement is in effect shall be disposed of in accordance with a majority vote of the Board of the Authority, providing either for the sale of such property or the return thereof to one or more of the political subdivisions that are Members to this Agreement.

## **SECTION 8. ELIGIBLE MEMBERS**

- 8.1 Eligible Members include the following Counties: Appanoose, Lucas, Mahaska, Marion, and Monroe. Each county is a public agency of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 331. Addresses of all eligible Members and those who chose to participate are listed in attachment II Eligible Members and Addresses.
- 8.2 Eligible Members include the following Incorporated Cities: Moravia, Russell, Albia, Lovilia, Melrose, Bussey, Hamilton and Marysville. Each city is a municipality of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 364.
- 8.3 Eligible Members include the Soil and Water Conservation Districts located in each of the above listed Counties: Appanoose, Lucas, Mahaska, Marion and Monroe. Each SWCD is a governmental subdivision of the State of Iowa, as defined in Iowa Code Section 161A.3(6) and a Soil and Water Conservation District established pursuant to Iowa Code Section 161A.5(1).

## **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 Members to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

## **SECTION 10. AMENDMENTS**

- 10.1 This Agreement may be amended at any time by the Members of the 28E Agreement. All amendments shall be in writing and shall be signed by all Members of the Authority or the Chair of the Authority Board. Amendments must be recorded in the office of the County Recorder of each Member county and shall be filed in an electronic format with the Iowa Secretary of State as required by Iowa Code section 28E.8 (2015).
- 10.2 Any Member desiring an amendment to this Agreement shall notify the Authority Board of its desire, and the reasons for the request. Any such request shall be in writing to the other Members' governing bodies, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.
- 10.3 If a request is agreed to by the Authority Board, The Board shall prepare and submit to the Members a certified resolution confirming the affirmative vote of each Party's governing body.
- 10.4 Amendments shall take effect ten (10) days following receipt of the last such resolution by the other Members.

## **SECTION 11. ADDITIONAL MEMBERS**

- 11.1 A City, County, or Soil and Water Conservation District within the Cedar Creek Watershed that is not a Member, may request, in writing to the Authority at any time, to become so.
- 11.2 Membership requests shall be considered and decided by a majority vote of the Board, and shall become effective when the new Member 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 County Recorder has been accomplished.

## **SECTION 12. TERMINATION OF AGREEMENT**

- 12.1 It is the intent of this section to provide the sole and exclusive method for termination of the mutual rights and obligations of Members pursuant to this Agreement.

- 12.2 The governing body of any Member may terminate its participation in this Agreement at any time, and for any reason, by approving a resolution of notice of intent to terminate that shall be provided to every Member; such termination shall become effective thirty (30) days following the receipt of the resolution by the other Members. However, upon notice of termination delivered, no action by the Authority is in any way binding upon the entity terminating participation.
- 12.3 This Agreement becomes null and void with less than two (2) Members participating. The remaining governing body shall by resolution terminate the Agreement and notify the Secretary of State of the dissolution.
- 12.4 A terminating entity shall have no claim to operation and maintenance (O&M) funds already deposited with or paid to the Authority. Neither shall the entity have any claim to funds held by or owed to the Authority for any purpose of the Authority.
- 12.5 In the event that a party to this Agreement fails to timely perform a duty imposed upon it under this Agreement, the Authority may cause notice to be served on the entity by certified mail which specifies the particulars of the alleged default and demands performance. If the party fails to cure its default within thirty (30) days after the date of mailing of the notice, the Authority may exercise all rights and remedies it may have at law or in equity.
- 12.6 Any terminating entity must assume all future operation and maintenance (O&M) obligations on Cedar Creek Watershed structures constructed in their County prior to date of termination.

### **SECTION 13. DISSOLUTION OF AGENCY**

The Board may choose to terminate the Authority under the rules and bylaws prescribed by the Board. Upon termination, the Authority shall dissolve and the affairs of the Authority shall be wound up as herein provided. The winding up of the affairs of the Authority and the distribution of its assets shall be conducted by the Board as follows:

- a) General Funds. Any balance of a fund created by the mechanism described in this Agreement, shall be returned to the party per the same formula which created the fund.
- b) Unexpended Grants and Gifts. To the extent the Authority may possess funds received from contributions towards a specific project which have not been expended, such funds shall be returned to the donors to the extent possible. If any grants create a legal obligation, the Board of directors shall determine the liability of each Member and former Member of the Authority.
- c) Facility Ownership. In the event the Authority owns any facility at the time of termination of the Authority, such facility may be donated and turned over to a non-profit or governmental entity or sold with proceeds divided equitably between the parties to this Agreement.

## **SECTION 14. 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 15. NO ASSIGNMENT OR DELEGATION**

Neither this Agreement, nor any right or obligation here under, may be assigned, transferred, or delegated in whole or in part to any outside entity without the prior approval of the Board.

## **SECTION 16. AUTHORITY AND AUTHORIZATION**

Each Member to this Agreement shall supply the Authority with a copy of a resolution by its governing body evidencing the power and authority of each Member to enter into this Agreement.

## **SECTION 17. 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 18. SIGNATURE PAGES**

The Members agree that this Agreement has attached 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 this Agreement with executed signature pages shall be sent to each Member. See Attachment III

## **SECTION 19. EFFECTIVE DATE**

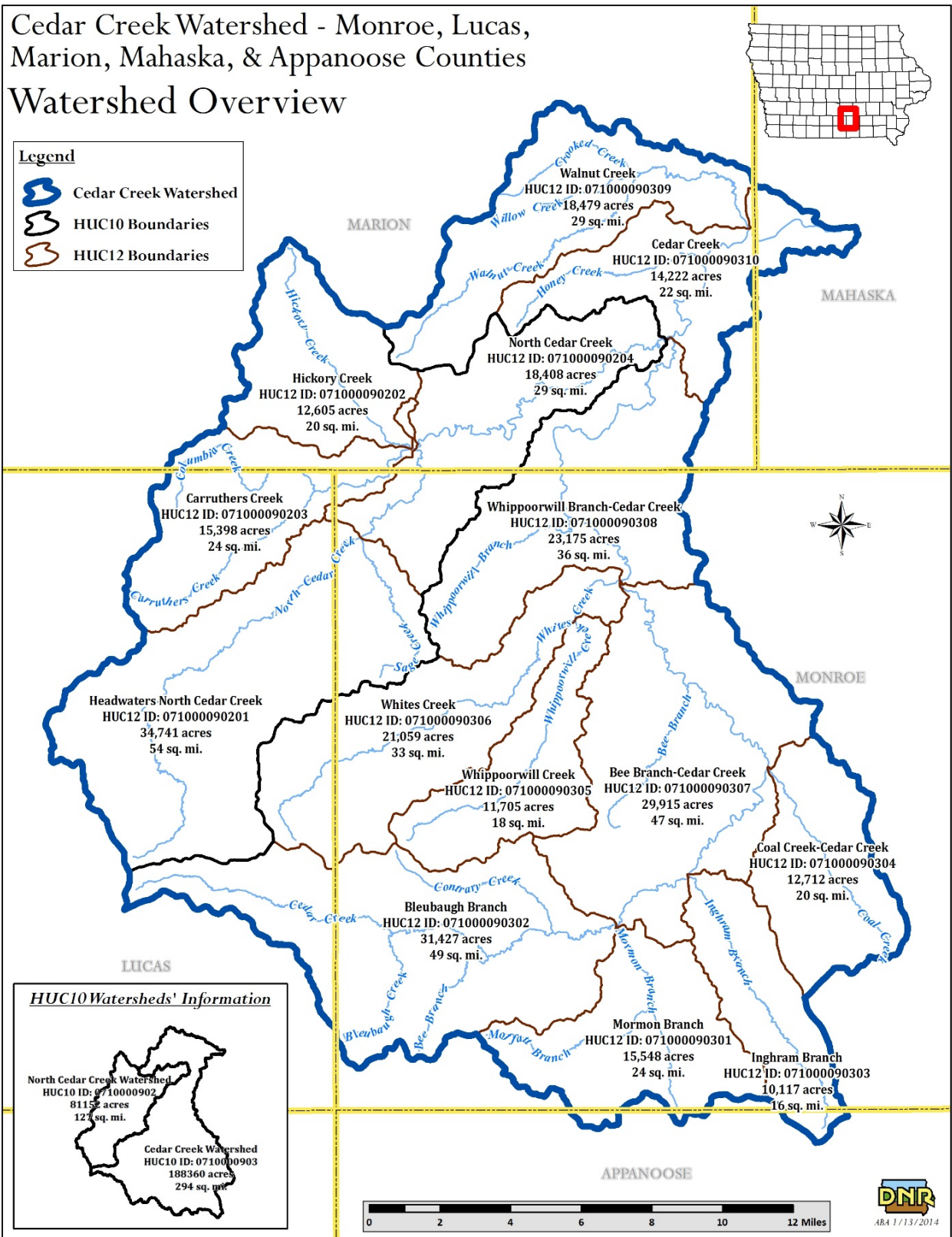
- 19.1 Governing bodies of all applicable Members have formally approved this Agreement and those resolutions are effective.
- 19.2 Upon execution of the Agreement by the Members, the secretary of the Authority shall file a copy of this Agreement with the Iowa Secretary of State and cause the same to be recorded in accordance with the requirements of Iowa Code Section 28E.8(1)(a).  
This Agreement shall become effective when all conditions above have been satisfied.

## **SECTION 20. ENTIRE AGREEMENT AND RECORDATION**

This Agreement represents the entire understanding between the Members and no Member is relying on any representation or understanding which may have been made by another Member which is not included in this Agreement.

# ATTACHMENT I BOUNDARIES AND MAPS

## Cedar Creek Watershed - Monroe, Lucas, Marion, Mahaska, & Appanoose Counties Watershed Overview



**ATTACHMENT II ELIGIBLE MEMBERS AND ADDRESSES**

**The Counties of** Appanoose, Lucas, Mahaska, Marion and Monroe are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 331. Their respective addresses are:

<p>Appanoose County</p> <p><b>Board of Supervisors</b>                  Appanoose County Court House                  201 N. 12th St                  Centerville, Iowa</p>	<p>Lucas County</p> <p><b>Board of Supervisors</b>                  916 Braden Avenue                  Chariton, Iowa 50049</p>	<p>Mahaska County</p> <p><b>Board of Supervisors</b>                  1st Floor, East Side                  106 South 1st Street                  Oskaloosa, Iowa 52577</p>
<p>Marion County</p> <p><b>Board of Supervisors</b>                  214 East Main                  Knoxville, Iowa 50138</p>	<p>Monroe County</p> <p><b>Board of Supervisors</b>                  Monroe County Courthouse                  10 Benton Ave E                  Albia Iowa 52531</p>	

**The Cities of** Moravia, Russell, Bussey, Hamilton, Marysville, Albia, Lovilia and Melrose are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapters 364 and 372. Their respective addresses are:

<p><b>Appanoose County</b></p> <p>City of Moravia                  116 S. William Street                  Moravia, Iowa 52571</p>	<p><b>Lucas County</b></p> <p>City of Russell                  115 S Maple St.                  Russell, Iowa 50238</p>
<p><b>Marion County</b></p> <p>City of Bussey                  313 5th St,                  Bussey, Iowa 50044</p> <p>City of Hamilton                  P.O. Box 145                  Hamilton, Iowa 50116</p> <p>City of Marysville                  311 Cedar St                  Hamilton, Iowa 50116</p>	<p><b>Monroe County</b></p> <p>City of Albia                  120 South A St.                  Albia, Iowa 52531</p> <p>City of Lovilia                  1613 E Ave. S                  Lovilia, Iowa 50150</p> <p>Melrose                  117 Shamrock St                  Melrose, Iowa 52569</p>

**Soil and Water Conservation Districts** are each a governmental division of the State of Iowa as provided in Iowa Code section 161A.3(6) and a soil and water conservation district established pursuant to Iowa Code section 161A.5(1). Their respective addresses are:

Appanoose SWCD 501 North 12 <sup>th</sup> Street, Suite 2 Centerville, Iowa 52544	Lucas SWCD 21792 490th Street Chariton, Iowa 50049	Mahaska SWCD 2503 Todd Street Oskaloosa , Iowa 52577
Marion SWCD 1445 Lake Drive Suite 1 Knoxville Iowa 50138	Monroe SWCD 1701 South B. Street Suite 100 Albia, Iowa 52531	

**ATTACHMENT III**

**SIGNATURE PAGES**



The Appanoose County Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the creation of the South Central IA Cedar Creek Watershed Management Authority.

COUNTY OF APPANOOSE, IOWA

By: Sharon Redinbaugh

Sharon Redinbaugh, Chairperson

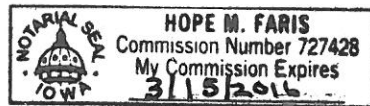
STATE OF IOWA, COUNTY OF APPANOOSE, SS:

On this 7<sup>th</sup> day of August 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sharon Redinbaugh, to me personally known, and who, being by me duly sworn, did say that she is the Chairperson, of the Appanoose County SWCD, Appanoose, Iowa; that the instrument was signed and sealed on behalf of the Appanoose County District, by authority of its (Governing Body) on the 7<sup>th</sup> day of August 2015, and that Sharon Redinbaugh acknowledged the execution of the instrument to be the voluntary act and deed of the Appanoose County SWCD.

Hope M. Faris

Notary Public

(seal)



The Lucas County Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the creation of the South Central IA Cedar Creek Watershed Management Authority.

COUNTY OF LUCAS, IOWA

By: Kevin Luedtke

(Name/Title) Kevin Luedtke, Commissioner

By: Rick McBroom

(Name/Title) Rick McBroom, Chairperson

STATE OF IOWA, COUNTY OF LUCAS, SS:

On this 31<sup>st</sup> day of July 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared (Name) Kevin Luedtke and (Name) Rick McBroom, to me personally known, and who, being by me duly sworn, did say that they are the (Title) Commissioner and (Title) Chairperson, respectively, of the (County) of Lucas, Iowa; that the instrument was signed and sealed on behalf of the County District, by authority of its (Governing Body) Board of Commissioners on the 31<sup>st</sup> day of July 2015, and that Kevin Luedtke and Rick McBroom acknowledged the execution of the instrument to be the voluntary act and deed of the (County) of Lucas, by it voluntarily executed.

Connie L. Carpenter

Notary Public



(seal)

The Mahaska County Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the creation of the South Central IA Cedar Creek Watershed Management Authority.

COUNTY OF Mahaska, IOWA

By: Carrie McCloud  
(Name/Title) Carrie McCloud Mahaska Co SWCD

By: Robert Oldham  
(Name/Title) Robert Oldham Mahaska Co SWCD

STATE OF IOWA, COUNTY OF Mahaska, SS:

On this 11<sup>th</sup> day of August 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared (Name) Carrie McCloud and (Name) Robert Oldham to me personally known, and who, being by me duly sworn, did say that they are the (Title) SWCD and (Title) SWCD, respectively, of the (County) of Mahaska, Iowa; that the instrument was signed and sealed on behalf of the County District, by authority of its (Governing Body) Mahaska Co SWCD on the 11<sup>th</sup> day of August 2015, and that Carrie McCloud and Robert Oldham acknowledged the execution of the instrument to be the voluntary act and deed of the (County) of Mahaska, by it voluntarily executed.

Diane K Nicholson

Notary Public

(seal)

10/24/15

The MARION County Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the creation of the South Central IA Cedar Creek Watershed Management Authority.

COUNTY OF MARION, IOWA

By: Jack Bensink SWCD chair  
Jack Bensink/Marion County SWCD Chairman

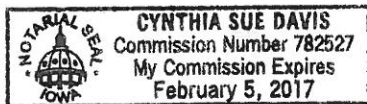
STATE OF IOWA, COUNTY OF MARION, SS:

On this 11TH day of AUGUST 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jack Bensink, to me personally known, and who, being by me duly sworn, did say that he is the Marion County SWCD Chariman, of the (Marion County) of KNOXVILLE, Iowa; that the instrument was signed and sealed on behalf of the Marion County SWCD District, by authority of its Marion County Commissioners on the 11TH day of AUGUST 2015, and that Jack Bensink acknowledged the execution of the instrument to be the voluntary act and deed of the MARION COUNTY SWCD.

Cynthia Sue Davis

Notary Public

(seal)



The Monroe County Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the creation of the South Central IA Cedar Creek Watershed Management Authority.

COUNTY OF Monroe, IOWA

BY Mervin McDaniel  
(Name/Title) Mervin M<sup>c</sup> Daniel, Chairperson

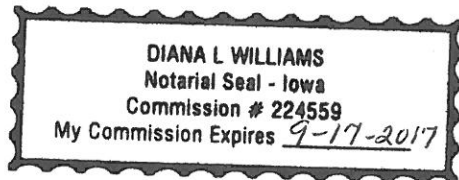
STATE OF IOWA, COUNTY OF Monroe, SS:

On this 10<sup>th</sup> day of August 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared (Name) Mervin M<sup>c</sup> Daniel and (Name) \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the (Title) Chairperson and (Title) \_\_\_\_\_, respectively, of the (County) of Monroe, Iowa; that the instrument was signed and sealed on behalf of the County District, by authority of its (Governing Body) Board of Commissioners on the 10<sup>th</sup> day of August 2015, and that Mervin M<sup>c</sup> Daniel and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the (County) of Monroe, by it voluntarily executed.

Diana L. Williams

Notary Public

(seal)



RESOLUTION 2015 - \_\_\_\_\_

RESOLUTION ADOPTING 28E AGREEMENT WITH THE SOUTH CENTRAL IA CEDAR CREEK WATERSHED MANAGEMENT AUTHORITY

WHEREAS, it is in the public's best interest to enter into an agreement with the South Central IA Cedar Creek Watershed Management Authority; and,

WHEREAS, the purpose of this Agreement is to allow the participants to make efficient use of their powers in securing funding for the cooperating to achieve the goals outlined in Paragraph 2 of this document. This 28E Agreement shall be liberally construed to that end; and,

WHEREAS, this document is authorized by Iowa Code Chapter 28E (2015) and Iowa Code Chapter 466B (2015) to promote the most efficient use of material and human resources for the public good and for that purpose all cities, counties, soil and water conservation districts, and other governmental entities in the watershed are invited to become a participant in this.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors/City Council of the County/City of LUCAS, Iowa, as follows:

1. That it is hereby resolved that the County/City of LUCAS hereby resolves to enter into 28E Agreement with the South Central IA Cedar Creek Watershed Management Authority.
2. That all resolutions, or parts of resolution, in conflict herewith be and the same are hereby repealed to the extent of such conflict.

BE IT FURTHER RESOLVED, that the Chairperson/Mayor is hereby directed to execute said application on behalf of the County/City.

The foregoing Resolution was moved by Davis, and seconded by Laing, that the foregoing Resolution be adopted. On roll call vote there were:

<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>ABSTAIN</u>	
<u>X</u>	_____	_____	_____	<u>Davis</u>
<u>X</u>	_____	_____	_____	<u>Laing</u>
<u>X</u>	_____	_____	_____	<u>Smith</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

PASSED by the Board of Supervisors/City Council of LUCAS <sup>County</sup> Iowa, and approved this 5<sup>th</sup> day of July, 2015.

ATTEST:

Julie Masters  
(Name/Title) Lucas County Auditor

Pennington Smith  
(Name/Title) Chair

The City/County of Marion Co hereby resolves to enter into the 28E Agreement for the creation of the South Central IA Cedar Creek Watershed Management Authority.

CITY/COUNTY OF Marion Co, IOWA

By: [Signature]  
(Name/Title) \_\_\_\_\_

By: Jake Grandia  
(Name/Title) JAKE GRANDIA - MARION COUNTY AUDITOR

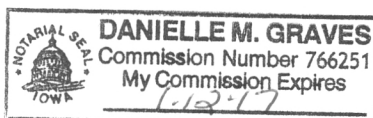
STATE OF IOWA, CITY/COUNTY OF Marion Co, SS:

On this 28<sup>th</sup> day of July 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared (Name) Mark Raymie and (Name) Jake Grandia, to me personally known, and who, being by me duly sworn, did say that they are the (Title) Board Chair and (Title) Auditor, respectively, of the (City/County) of Marion Co, Iowa; that the instrument was signed and sealed on behalf of the City/County, by authority of its (Governing Body) Board of Supervisors on the 28<sup>th</sup> day of July 2015, and that Mark Raymie and Jake Grandia acknowledged the execution of the instrument to be the voluntary act and deed of the (City/County) of Marion, by it voluntarily executed.

[Signature]

Notary Public

(seal)





The City/County of Monroe hereby resolves to enter into the 28E Agreement for the creation of the South Central IA Cedar Creek Watershed Management Authority.

CITY/COUNTY OF Monroe, IOWA

By: John Hughes  
(Name/Title) John Hughes, chairman

By: \_\_\_\_\_  
(Name/Title) \_\_\_\_\_

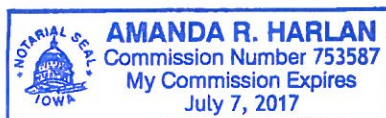
STATE OF IOWA, CITY/COUNTY OF Monroe, SS:

On this 12<sup>th</sup> day of August 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared (Name) John Hughes and (Name) \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the (Title) chairman and (Title) \_\_\_\_\_, respectively, of the (City/County) of Monroe, Iowa; that the instrument was signed and sealed on behalf of the City/County, by authority of its (Governing Body) Monroe County on the 12 day of August 2015, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the (City/County) of Monroe, by it voluntarily executed.

Amanda R. Harlan

Notary Public

(seal)





RESOLUTION 2015 - \_\_\_\_\_

**RESOLUTION ADOPTING 28E AGREEMENT WITH THE SOUTH CENTRAL IA CEDAR CREEK WATERSHED MANAGEMENT AUTHORITY**

WHEREAS, it is in the public's best interest to enter into an agreement with the South Central IA Cedar Creek Watershed Management Authority; and,

WHEREAS, the purpose of this Agreement is to allow the participants to make efficient use of their powers in securing funding for the cooperating to achieve the goals outlined in Paragraph 2 of this document. This 28E Agreement shall be liberally construed to that end; and,

WHEREAS, this document is authorized by Iowa Code Chapter 28E (2015) and Iowa Code Chapter 466B (2015) to promote the most efficient use of material and human resources for the public good and for that purpose all cities, counties, soil and water conservation districts, and other governmental entities in the watershed are invited to become a participant in this.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Albia, Iowa, as follows:

1. That it is hereby resolved that the City of Albia hereby resolves to enter into 28E Agreement with the South Central IA Cedar Creek Watershed Management Authority.
2. That all resolutions, or parts of resolution, in conflict herewith be and the same are hereby repealed to the extent of such conflict.

BE IT FURTHER RESOLVED, that the Mayor is hereby directed to execute said application on behalf of the County/City.

The foregoing Resolution was moved by Bryon Stilley, and seconded by Merle Regenold, that the foregoing Resolution be adopted. On roll call vote there were:

<u>YES</u>	<u>NO</u>	<u>ABSENT</u>	<u>ABSTAIN</u>	
<u>  x  </u>	<u>      </u>	<u>      </u>	<u>      </u>	Ron Yarkosky
<u>  x  </u>	<u>      </u>	<u>      </u>	<u>      </u>	Brian Bell
<u>  x  </u>	<u>      </u>	<u>      </u>	<u>      </u>	Tom Adler
<u>  x  </u>	<u>      </u>	<u>      </u>	<u>      </u>	Dennis Conley
<u>  x  </u>	<u>      </u>	<u>      </u>	<u>      </u>	Bryon Stilley

PASSED by the City Council of Albia, Iowa, and approved this 20th day of July, 2015.

  
 \_\_\_\_\_  
 Tom Murphy, Mayor

ATTEST:

  
 \_\_\_\_\_

Linda Heller, City Clerk

RESOLUTION 2015 - 004

RESOLUTION ADOPTING 28E AGREEMENT WITH THE SOUTH CENTRAL IA CEDAR CREEK WATERSHED MANAGEMENT AUTHORITY

WHEREAS, it is in the public's best interest to enter into an agreement with the South Central IA Cedar Creek Watershed Management Authority; and,

WHEREAS, the purpose of this Agreement is to allow the participants to make efficient use of their powers in securing funding for the cooperating to achieve the goals outlined in Paragraph 2 of this document. This 28E Agreement shall be liberally construed to that end; and,

WHEREAS, this document is authorized by Iowa Code Chapter 28E (2015) and Iowa Code Chapter 466B (2015) to promote the most efficient use of material and human resources for the public good and for that purpose all cities, counties, soil and water conservation districts, and other governmental entities in the watershed are invited to become a participant in this.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors/City Council of the County/City of Melrose, Iowa, as follows:

1. That it is hereby resolved that the County/City of Melrose hereby resolves to enter into 28E Agreement with the South Central IA Cedar Creek Watershed Management Authority.
2. That all resolutions, or parts of resolution, in conflict herewith be and the same are hereby repealed to the extent of such conflict.

BE IT FURTHER RESOLVED, that the Chairperson/Mayor is hereby directed to execute said application on behalf of the County/City.

The foregoing Resolution was moved by Briggs, and seconded by Hale, that the foregoing Resolution be adopted. On roll call vote there were:

YES	NO	ABSENT	ABSTAIN	
<u>Y</u>	_____	_____	_____	<u>Schurman</u>
<u>Y</u>	_____	_____	_____	<u>Briggs</u>
<u>Y</u>	_____	_____	_____	<u>Hale</u>
<u>Y</u>	_____	_____	_____	<u>Ryan</u>
_____	_____	<u>X</u>	_____	<u>Myers</u>

PASSED by the Board of Supervisors/City Council of Melrose, Iowa, and approved this 20th day of ~~July~~, October, 2015

Mike Jackson  
(Name/Title) Mayor

ATTEST:  
Linda Keller  
(Name/Title) City Clerk