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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Recorder's Cover Sheet

MAQUOKETA RIVER WATERSHED MANAGEMENT AUTHORITY 28E AGREEMENT

Prepared By: Lori Scovel, Executive Director, Limestone Bluffs RC&D
203 E 1st St, PO Box 421, Mechanicsville, IA 52306
(563)-652-5104

Return To: Delaware County Auditor, 301 E Main St, Manchester, IA 50257

Grantor: Delaware County, Iowa

Grantee: Maquoketa River Watershed Management Authority

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

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

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

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

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

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

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

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

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

   3.1. Assess the flood risks;

   3.2. Assess the water quality;

3.3. Assess options for reducing flood risk and improving water quality.

3.4. Monitor federal flood risk planning and activities.

3.5. Educate residents of the watershed in regard to water quality and flood risks;

3.6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.

3.7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority. A watershed management authority shall not acquire property by eminent domain.

4. **Effective Date**: The effective date of this Agreement shall be the first day after the date on which all of the following conditions precedent have been met:

4.1. The governing bodies of all Parties hereto have adopted a Resolution that has taken effect approving entry into this Agreement by said Party, and

4.2. Duly authorized representative(s) of each Party that has approved entry into this Agreement have executed same on behalf of said entity, and

4.3. This Agreement has been filed with the Iowa Secretary of State.

5. **Duration**: The duration of this agreement shall be perpetual, subject to termination as provided subsequently herein.

6. **Governance**

6.1. Board of Directors: The Authority shall be governed by a Board of Directors (Hereinafter referred to as the "Board") that will be made up of one member from each participating entity.

6.2. Meetings: The Board shall convene within thirty days of the effective date of the agreement to elect officers that shall include a Chairperson, a Vice-Chairperson, a Secretary, and other officers deemed necessary and appropriate by the Board.

6.2.1. Quorum: A majority of the membership of the Board shall constitute a quorum for the purpose of holding a meeting of the Board.

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

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

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

7. **Cooperation and Coordination with Other Entities:** The Authority shall cooperate and coordinate with local, state and federal entities and/or any other organization that may assist the Authority in the pursuit of Authority goals.

8. **Financing / Budget:** At the creation of the Authority, the Authority will not independently possess any funds and will not, therefore, have a budget. Each Party to this agreement shall be responsible for any and all expenses incurred by said Party or its representatives. The bylaws, to be developed as previously set forth herein, shall include policies and procedures related to the funding of Authority expenses.

9. **Grants:** The Authority shall have full authority to apply for and receive grants or endorse a participant to do the same for Authority purposes. However, no Party to this agreement shall be obligated to contribute or expend any sums toward said grant related projects, any contribution from a party being subject to approval by the governing body of each Party.

10. **Fiscal Restrictions**: The Authority shall have no power to impose a tax or to pledge the credit of any party to this Agreement. The Authority shall not incur a debt or other financial obligation, absent the prior agreement of the Board.

11. **Fiscal and/or Operating Year**: The Fiscal Year for the Authority shall be January 1 through December 31.

12. **Annual Report**: Annually, between January 1 and January 31, excluding the month of January 2017, the Board shall see to the preparation and delivery of an annual report to the governing bodies or all Partiesto summarize the programs and activities conducted or expected to be conducted by the Authority during the previous, current and ensuing fiscal year.

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

13. **Withdrawal of Membership**:

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

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

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

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

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

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

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

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

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

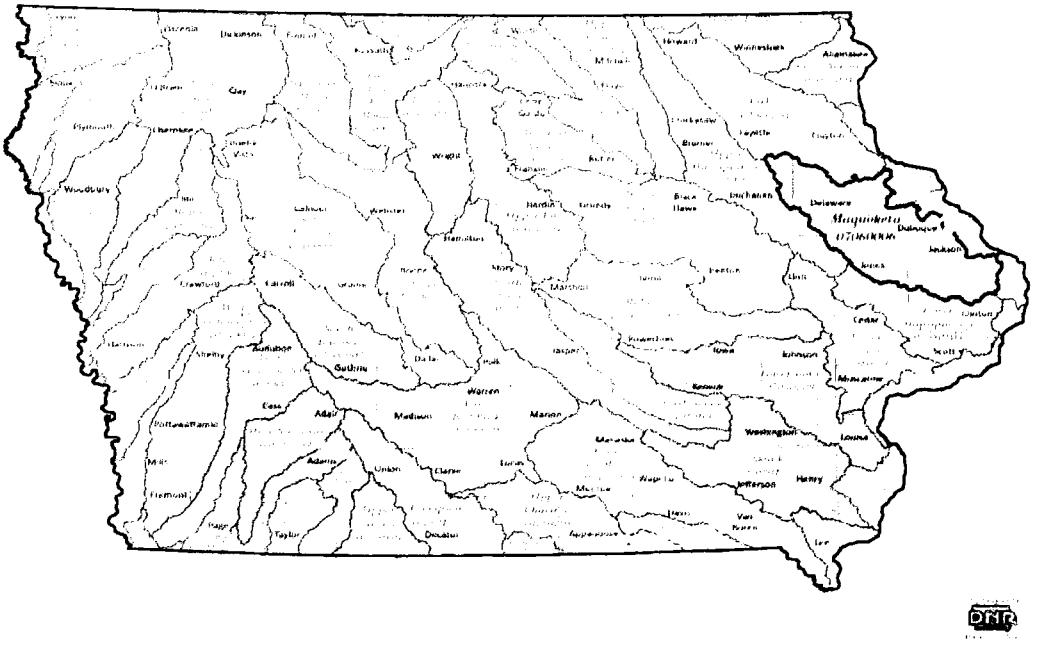
18. **Applicable Law**: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa. This Agreement is made pursuant to statutory authority granted to the parties pursuant to Chapters 28E and 466B of the Iowa Code.

19. **Entire Agreement**: This Agreement represents the entire agreement of the Parties. No oral or written representations but for those set forth within the four corners of this Agreement are binding or of any effect.

Participating entity signatures are all located on the following pages.

Exhibit "A"

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





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

Delaware County Board of Supervisors. Delaware County, Iowa

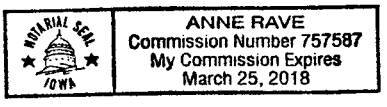
By: Shirley E. Helmrichs
Shirley E. Helmrichs, Chairperson

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



STATE OF IOWA)
) ss:
DELAWARE COUNTY)

On this 27th day of December, 2016, before me, Anne Rave, a Notary Public in and for the State of Iowa, personally appeared Shirley E. Helmrichs and Carla K. Becker, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Delaware, Iowa; that the seal affixed to the foregoing instrument is the county seal of the county and that the instrument was signed and sealed on behalf of the county, by authority of its Board of Supervisors passed by the Board of Supervisors on the 27th day of December, 2016, and Shirley E. Helmrichs and Carla K. Becker acknowledged the execution of the instrument to be his/her voluntary act and deed and the voluntary act and deed of the county, by it voluntarily executed.



Anne Rave
Anne Rave, Notary Public, State of Iowa