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AUD \$
R.M.F. \$

FILED NO. **000469**
BOOK **2003** PAGE **469**

WARREN COUNTY, IOWA
FILED FOR RECORD

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COMPARED	<input type="checkbox"/>

2003 JAN 27 PM 2: 11

MICKI UTSLER
RECORDER
MADISON COUNTY, IOWA

02 DEC 23 PM 3: 52

BOOK **2002** PAGE **15544**
JUDITH K. ALDRICH, RECORDER

Return to: Richard A. Malm, 1600 Hub Tower, 699 Walnut Street, Des Moines, IA 50309-3986 (515) 246-4516 DEPUTY
SPACE ABOVE THIS LINE FOR RECORDER

see R/6/

186 P

CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION MASTER AGREEMENT

THIS AGREEMENT, is made and entered into by and among the counties, cities, municipal utilities and water districts listed in Exhibit A attached hereto and such other counties, cities, municipal utilities and water districts, which shall elect to accept this Agreement and shall execute from time to time, a document so stating (the "Parties").

WHEREAS, the Parties are duly organized public agencies in the State of Iowa, which Parties wish to jointly exercise certain powers, privileges or authorities under the provisions of Chapter 28E of the Code of Iowa, and

WHEREAS, the Parties hereto believe that creation of a region-wide commission to perform certain water facilities planning activities in coordination with other regional planning entities is beneficial to the customers they serve, and

WHEREAS, the Parties hereto believe that creation of the same region-wide agency to perform certain services on behalf of the Parties could be beneficial to the customers they serve,

NOW, THEREFORE, BE IT REMEMBERED that for the mutual promises, covenants, and considerations herein contained the Parties have entered into the following agreement under the provisions of Chapter 28E of the Code of Iowa to provide for the joint exercise of powers, to wit:

A. General Provisions

1. The foregoing recitals are a part of this agreement and shall be so construed.
2. The purposes of this agreement are to: (1) enable the Parties to jointly plan and coordinate implementation for water supply, treatment, distribution and storage facilities for the benefit of the Parties and their respective customers, to (2) enable the Parties to jointly provide services in a cost-effective manner to each other and to (3) enable the Parties to undertake joint or coordinated procurement of goods and services.

3. Nothing in this agreement shall be construed so as to limit or supersede the powers and authority of any of the Parties.
4. Nothing in this agreement shall be construed so as to limit, supersede or in any other manner affect any type of agreement between any of the Parties, or between one or more of the Parties and any other entity.

B. Central Iowa Regional Drinking Water Commission

1. There is hereby created the "Central Iowa Regional Drinking Water Commission" (the "Commission"), which shall provide planning activities for water supply, treatment, distribution and storage facilities when the location, extent and type of such facilities shall, in general, impact two or more of the Parties.
2. The Commission shall establish procedures and facilities, including standardized specifications, terms and conditions whereby members may jointly exercise their respective powers in the following respects and particulars:
 - (a) By contracting among themselves on an efficient, consistent and standardized basis for the provision of goods and services among them; and
 - (b) By joint or coordinated procurement of goods and services.
3. The Commission may provide such other services to one or more of the Parties as the Parties from time to time may request or accept, upon offer by the Commission, without limitation.

C. Governance of the Commission

1. The Commission shall be governed by a Board of Directors (the "Board"), consisting of one representative of each of the Parties. The Parties may choose their representative in any manner not prohibited by laws of the State of Iowa. Each member of the Board shall be a duly elected or appointed official of a party, or may be any interested citizen, residing within the service area of a party, whom a party may choose to be its representative.

2. Except for the initial terms, terms of the members of the Board shall be four years in length, staggered so that no more than one-fourth of the members' terms shall expire at any one time. Terms shall begin upon the members' appointment by the governing body of a party and shall end on June 30 of a year. The shortest initial term shall expire on June 30, 2002, and the other initial member terms shall expire in the following years on June 30. The initial members shall determine their individual term lengths by lottery among themselves.
3. The respective party shall fill uncompleted terms in the same manner as full terms.
4. Actions of the Board shall be determined by a simple majority of the members present at a meeting and a quorum of the Board shall be a simple majority of the full membership of the Board.
5. The Board shall establish specific rules under which it and the Commission will operate, which rules shall be in consonance with this agreement and laws of the State of Iowa.
6. Each party shall be entitled to appoint one ex-officio, non-voting member to the Board. This ex-officio, non-voting member of the Board shall be a full-time employee of the appointing party.

D. Methods for Completing Tasks of the Commission

1. The Commission may employ such resources as it shall deem necessary to complete the facilities planning tasks enumerated herein and such tasks as the Parties may, from time to time, request or the Commission may elect to offer to the Parties.
2. The Commission may procure staff-type resources through agreement with one or more of the Parties, through agreement with other area governmental entities, through usual employment practices resulting in individuals becoming full or part-time employees, hiring one or more firms or individuals on a consulting basis or by other means as shall be determined by the Board. Combinations of any of these methods may also be utilized.
3. The Commission may procure office space, equipment and supplies in any manner authorized by the Code of Iowa, except eminent domain.

E. Financing

1. The Board shall cause to be prepared an annual budget which shall be approved by the Board. Such budgets shall be for periods beginning on July 1 of a year and shall be adopted by the Board prior to April 1 of the year preceding the year covered by the budget. The first such budget shall be for the year beginning July 1, 2002.
2. The costs of facility planning activities shall be apportioned among the Parties on the basis of the ratio each party's retail customer accounts to the total retail customer accounts of all the Parties, using the most recent data available.
3. The costs of the various services shall be determined on a "per piece", "per account" or "per transaction" basis, including all applicable costs of the Commission, and shall be computed so as fully cover the cost of providing the service plus an overhead allowance as determined by the Board. The cost of each service shall be uniform to each of the Parties. The Board shall determine cost-sharing methods to recover the costs of research and development-type activities.
4. The Parties intend that the Commission be self-supporting, not relying upon any source of revenue, other than those listed above, interest received from its investments and revenue bonds issued in accordance with the provisions of Chapter 28E or 28F of the Code of Iowa.
5. Funds of the Commission shall be invested at interest at all times and shall be secured as provided for by the Code of Iowa.
6. Parties joining the Commission on or before March 31, 2001, shall not be charged an entrance fee. The Board shall determine one-time entrance fees to be charged to Parties joining the Commission after March 31, 2001. Such fees may be changed from time to time, at the discretion of the Board.

F. Term of this agreement

1. Any party may terminate its participation in this agreement by vote of its governing body. Such decision shall be communicated to the Board in writing on or before January 1 of a year for a termination to become effective as of the following July 1. Terminations shall not be effective at any other time. No monetary refund of any kind shall be given.

2. This agreement shall be binding upon the successors and assigns of the Parties.
3. This agreement shall terminate on July 1, 2101, or earlier, if the total number of Parties hereto drops to two as of an earlier July 1.

G. Amendments

1. Amendments to this agreement shall become effective upon approval of a majority of the Parties at the time of the amendments.

H. Acceptances

1. Acceptances shall be substantially in the form of Exhibit B attached hereto. This document, together with the acceptances by the Parties, shall be construed as one agreement as though each of the Parties had signed the same document. Each party shall receive one fully signed copy of this agreement and its acceptance.

I. Ownership of Assets

1. Except for assets procured by the Commission through the normal course of business, all assets of the Parties shall remain with the Parties.

J. Recordation

1. When this agreement has been approved by the Parties, the agreement shall be filed with the Iowa Secretary of State and with the county recorders (or auditors) of each of the counties in which the Parties transact business.
2. When this agreement is accepted from time to time by another governmental entity, documentation of such acceptance shall be filed with the Iowa Secretary of State and with the county recorders (or auditors) of each of the counties in which the joining governmental entity transacts business.

K. Disposition of Assets upon Termination of this Agreement

1. Upon termination of this agreement, all assets of the Commission shall be sold at public auction to the highest bidders and the proceeds of such sale shall be returned to each of the Parties existing as of the date of the auction.

2. Payments to the Parties from the proceeds of such auction shall be allocated on the basis of the total amount of funds paid to the Commission during the five full fiscal years immediately preceding such auction.

IN WITNESS WHEREOF, the Parties hereto affix our hands and seals on the dates shown in the Exhibits B attached hereto.

EXHIBIT "A"

Central Iowa Regional Drinking Water Commission Members

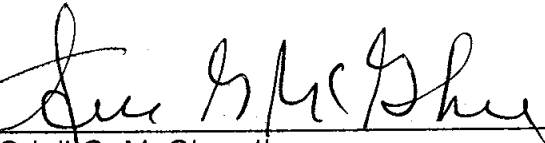
Board of Directors for the Southeast Polk Rural Water District
Board of Directors for the Warren Water District
Board of Directors for the Xenia Rural Water District
Board of Supervisors for Polk County, Iowa
Board of Water Works Trustees of the City of Des Moines, Iowa
Board of Water Works Trustees of the City of Indianola, Iowa
Board of Water Works Trustees of the City of Urbandale, Iowa
Board of Water Works Trustees of the City of West Des Moines, Iowa
City of Altoona, Iowa
City of Ankeny, Iowa
City of Bondurant, Iowa
City of Carlisle, Iowa
City of Clive, Iowa
City of Cumming, Iowa
City of Johnston, Iowa
City of Mitchellville, Iowa
City of New Virginia, Iowa
City of Norwalk, Iowa
City of Panora, Iowa
City of Pleasant Hill, Iowa
City of Polk City, Iowa
City of St. Charles, Iowa
City of Waukee, Iowa
City of Windsor Heights, Iowa


EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The Board of Water Works Trustees of the City of Des Moines, a municipal utility in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 24th day of April, 2001.

By: 
Odell G. McGhee, II
Chairperson

Attest: 
L.D. McMullen, Ph.D., P.E.
CEO and General Manager

STATE OF IOWA)
)
) SS:
COUNTY OF POLK)

On this 24th day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Odell G. McGhee, II and L.D. McMullen, to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the Chief Executive Officer and General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the 24th day of April, 2001, and that Odell G. McGhee, II and L.D. McMullen acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.

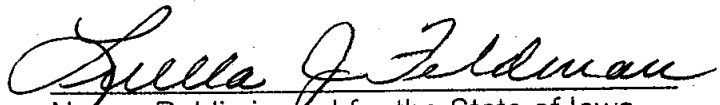

Notary Public in and for the State of Iowa

EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

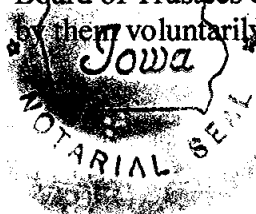
The Board of Water Works Trustees of the City of Indianola, a municipal utility in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 23rd day of April, 2001.

By: *Kim Tierney Keller*
Kim Tierney Keller
Chairperson

Attest: *Shelley Lucas*
Shelley Lucas,
Secretary

On this 23rd day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Kim Tierney Keller and Shelley Lucas, to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and Secretary of the Board of Trustees of the Indianola Municipal Electric and Water Utilities, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the 23rd day of April, 2001, and that Kim Tierney Keller and Shelley Lucas acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Trustees of the Indianola Municipal Electric and Water Utilities, Iowa, by it and them voluntarily executed.




Diana Zook
Notary Public in and for the State of Iowa

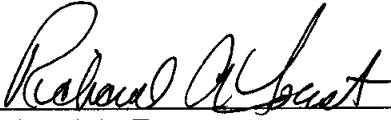
EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The Board of Water Works Trustees of the City of Urbandale, a municipal utility in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 10th day of April, 2001.

By: 
John L. McCune
Chairperson

Attest: 
Richard A. Foust
General Manager

STATE OF IOWA)
)
COUNTY OF POLK)

SS:

On this 10th day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared John McCune and Richard A. Foust, to me personally known, and who being by me duly sworn, did say that they are the Board Chairperson and General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF URBANDALE, IOWA, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the 10th day of April, 2001, and that John McCune and Richard A. Foust acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF URBANDALE, IOWA, by it and by them voluntarily executed.



Notary Public in and for the State of Iowa




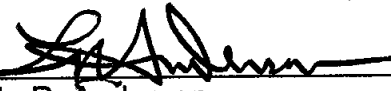
EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The Board of Water Works Trustees of the City of West Des Moines, a municipal utility in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 14th day of May, 2001.

By: 
W. Kent Gaer
Chairman

Attest: 
L. R. Anderson
General Manager and Secretary

STATE OF IOWA)
)SS:
COUNTIES OF POLK AND DALLAS)

On this 14th day of May, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared W. Kent Gaer and L. R. Anderson, to me personally known, and, who being by me duly sworn, did say that they are the Board Chairman and the and General Manager and Secretary of the Board of Water Works Trustees of The City of West Des Moines, Iowa, that the seal affixed to is the official seal of said Board of Trustees, that the instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the 14th day of May, 2001, and that W. Kent Gaer and L. R. Anderson acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Water Works Trustees of The City of West Des Moines, Iowa, by it and by them voluntarily executed.

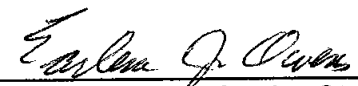

Notary Public in and for the State of Iowa



EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The Board of Directors for the Southeast Polk Rural Water District
in the State of Iowa, hereby accepts and agrees to be bound by the terms and
conditions of the Central Iowa Regional Drinking Water Commission Master
Agreement, attached hereto.

Dated this 18th day of April, 2001.

By: Wendell E. Miskimins
Wendell E. Miskimins
President

Attest: Fred C. Lockard SEC
Fred C. Lockard,
Secretary

STATE OF IOWA)
 SS:
COUNTY of Polk)

On this 18th day of April 2001, before me, a Notary Public in and for the State of Iowa, Personally appeared Wendell Miskimins and Fred Lockard, to me personally known and who being by me duly sworn, did say that they are the President and Secretary of Southeast Polk Rural Water District, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its Board of Directors as contained in the resolution adopted by the Board on April 18, 2001, and that Wendell Miskimins and Fred Lockard acknowledged the execution of the instrument to be the voluntary act and deed of the Board of Directors of Southeast Polk Rural Water District , by it and by them voluntarily executed.

J. J. Bra
Notary Public in and for the State of Iowa.

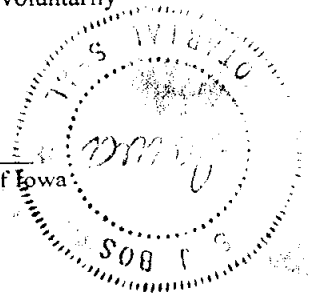


EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The Board of Directors for the Warren Water District in the State of Iowa,
hereby accepts and agrees to be bound by the terms and conditions of the
Central Iowa Regional Drinking Water Commission Master Agreement,
attached hereto.

Dated this 16th day of April, 2001.

By: M D Heemstra
Merrill D. Heemstra
Chairperson

Attest: A. P. Augsperger
Arden Augsperger
Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF IOWA, ss:

On this 16th day of April, 2001 before me, the undersigned a Notary Public, personally appeared Merrill D. Heemstra and Arden Augspurger to me personally known, who being by me duly sworn, did say that they are the Chairman and Secretary respectively, of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Merrill D. Heemstra and Arden Augspurger as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Peggy N. Crabbs

NOTARY PUBLIC



EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The Board of Directors for the Xenia Rural Water District in the State of Iowa,
hereby accepts and agrees to be bound by the terms and conditions of the
Central Iowa Regional Drinking Water Commission Master Agreement,
attached hereto.

Dated this 27th day of April, 2001.

By: Thomas L. Pierce
Thomas L. Pierce
President

Attest: Larry Herron
Larry Herron
Secretary

STATE OF IOWA)
) ss.
COUNTY OF DALLAS)

On this 27th Day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Thomas L. Pierce and Larry Herron, to me personally known, who being by me duly sworn did say that they are the Board Chairperson and the Board Secretary of the BOARD OF DIRECTORS OF XENIA RURAL WATER DISTRICT; and that the said Thomas L. Pierce and Larry Herron as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said district, by it and by them voluntarily executed.



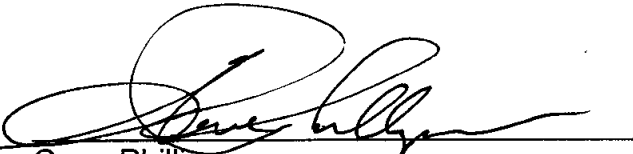
Thomas H. Short
Notary Public in and for the State of Iowa

EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The Board of Supervisors for Polk County in the State of Iowa,
hereby accepts and agrees to be bound by the terms and conditions of the
Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 17TH day of April, 2001.

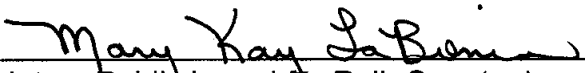
By: 
Gene Phillips
Chairperson

Attest: Meredith A. Maud
POLK COUNTY AUDITOR
Title



STATE OF IOWA, Polk County, ss.

On this 17TH day of APRIL A.D., 2001, before me,
MARY KAY LABONIA, a Notary Public in and for Polk County, Iowa, personally appeared
GENE PHILLIPS, to me personally known, who being by me duly sworn did say
that said person is the Chair of the Board of Supervisors of Polk County, Iowa,
and that the seal affixed to said instrument is the seal of said Polk County, Iowa, and
that said instrument was signed and sealed in behalf of said Polk County, Iowa, by
authority of its Board of Supervisors and said GENE PHILLIPS
acknowledged the execution of said instrument to be the voluntary act and deed of
said Polk County, Iowa, by it voluntarily executed.


Notary Public in and for Polk County, Iowa.

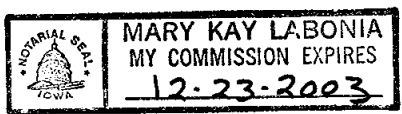


EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of Altoona, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

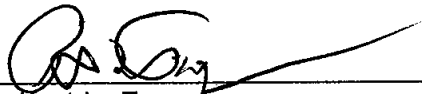
Dated this ____ day of April, 2001.

By



Timothy J. Burget
Mayor

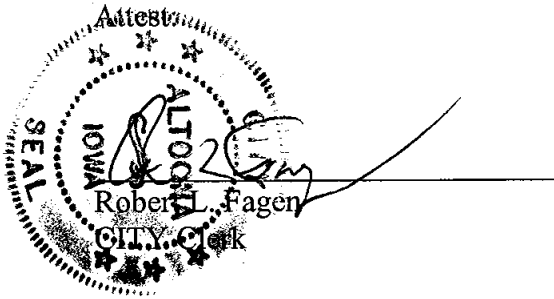
Attest:



Robert L. Fagen
City Clerk

CITY OF ALTOONA

By Timothy J. Burget
Timothy J. Burget, Mayor



STATE OF IOWA)
)
COUNTY OF POLK) ss:

On this 30 day of April, 2001 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy J. Burget and Robert L. Fagen, to me personally known, and, who, being by me duly sworn, did say that they are Mayor and CITY Clerk, respectively of the CITY OF ALTOONA, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its CITY council on the 30th day of April, 2001, and that Timothy J. Burget and Robert L. Fagen acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Debra L. Curry
Notary Public in and for the
State of Iowa

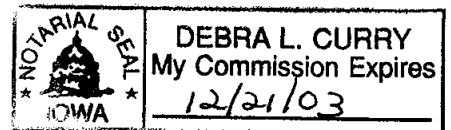


EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of Ankeny, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 16th day of April, 2001.



By Merle O. Johnson
Merle O. Johnson
Mayor

Attest: Pamela DeMouth
Pamela DeMouth
City Clerk

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 16th day of April, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Merle O. Johnson and Pamela DeMouth, to me personally known, and, who being by me duly sworn, did say that they are Mayor and City Clerk, respectively of the CITY OF ANKENY, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution #2001-89, adopted by the City Council, on the 16th day of April, 2001, and that Merle O. Johnson and Pamela DeMouth acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.



Debra M. Arend
Notary Public in and for the
State of Iowa

EXHIBIT "B"

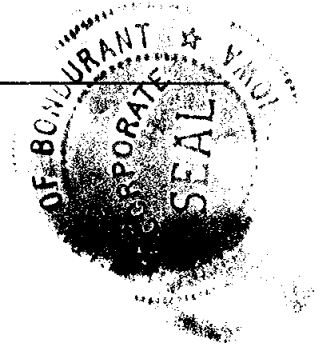
ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of Bondurant, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 16th day of April, 2001.

By Allen G. Ihde
Allen G. Ihde
Mayor

Attest: Darrel Steven Carlyle
Darrel Steven Carlyle
City Administrator



Resolution: #01-40


Agenda Item: #10

Date: April 16, 2001

BE IT RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa:

That the Central Iowa Regional Drinking Water Commission Master Agreement between the City of Bondurant, Polk County, Iowa and such other counties, cities, municipal utilities and water districts, which shall elect to accept this Agreement and shall execute from time to time, is hereby approved as presented.

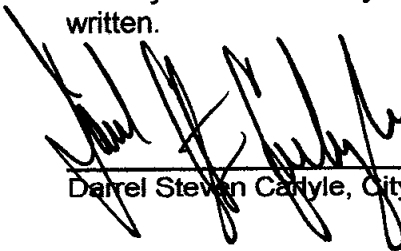
Moved by Cordes Second by Valentine to adopt.

Council Action	Yeas	Nays	Pass	Absent
Williams	✓			
Bailey	✓			
Thomas	✓			
Cordes	✓			
Valentine	✓			
Motion Carried  Allen Ihde, Mayor				

CERTIFICATE

I, Darrel Steven Carlyle, City Administrator of said City hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

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


Darrel Steven Carlyle, City Administrator

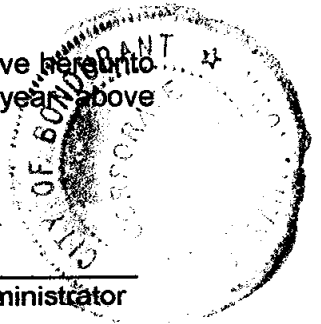



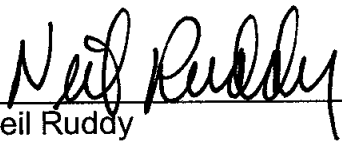
EXHIBIT "B"

**ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT**

The City of Carlisle, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 9th day of April, 2001.

By 
Dennis Woodruff
Mayor

Attest: 
Neil Ruddy
City Administrator

STATE OF IOWA)
)
COUNTIES OF WARREN AND POLK)

SS:

On this 9th day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Dennis Woodruff and Neil Ruddy, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and the City Administrator of the CITY OF CARLISLE, IOWA, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its City Council as contained in Resolution No. 2001040900 adopted by the City Council on the 9th day of April, 2001, and that Dennis Woodruff and Neil Ruddy acknowledged the execution of the instrument to be the voluntary act and deed of the CITY COUNCIL OF THE CITY OF CARLISLE, IOWA, by it and by them voluntarily executed.

Patricia M. Brecht

Notary Public in and for the State of Iowa

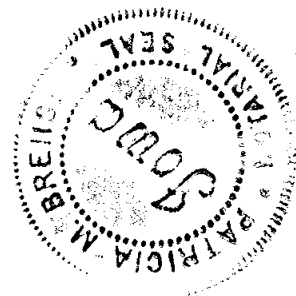


EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of Clive, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 19th day of April, 2001.

By Les Aasheim
Les Aasheim
Mayor

Attest: Pamela Shannon
Pamela Shannon
City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 19th day of April, 2001, before me TONI LESTINA, a Notary Public in and for the State of Iowa, personally appeared Les Aasheim and Pamela Shannon to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Clive, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council as contained in the Resolution adopted by the City Council under Roll Call No. 20015 of the City Council on the 19th day of April, 2001, and the Les Aasheim and Pamela Shannon acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Toni L. Lestina
Notary Public in and for the State of Iowa

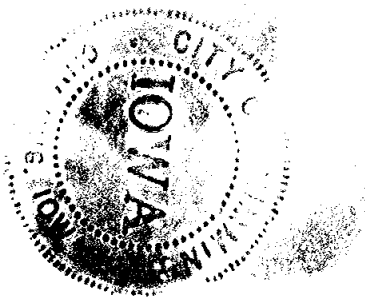


EXHIBIT "B"

**ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT**

The City of Cumming, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 27th day of April, 2001.



By Michael A. Wagner
Michael A. Wagner
Mayor

Attest: Kathie Hungerford
Kathie Hungerford
City Clerk

State of Iowa)
) SS:
County of Warren)

On this 27th day of April, 2001, before me a Notary Public in and for the State of Iowa, personally appeared Michael A. Wagner and Kathie Hungerford, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively, of the City of Cumming, Iowa, a municipal corporation; executing the within and foregoing instrument and acknowledged that they executed the same as their voluntary act and deed of the City of Cumming, by it and by them, voluntarily executed.

Joyce Cortum
Notary Public in and for the State of Iowa

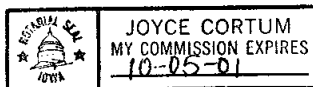


EXHIBIT "B"

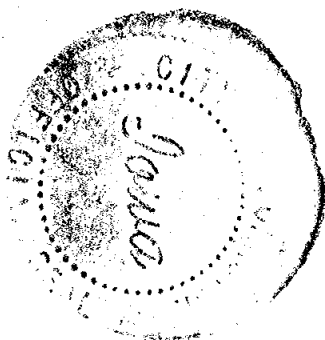
ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of Johnston, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 16th day of April, 2001.

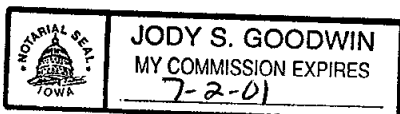
By Bob O'Hollearn
Bob O'Hollearn
Mayor

Attest: Stephanie L Reynolds
Stephanie Reynolds
City Clerk



STATE OF IOWA)) SS
COUNTY OF POLK)

On this 16th day of April, 2001 before me a Notary Public in and for said County, personally appear Bob O'Hollearn and Stephanie L. Reynolds to me personally know, who being duly sworn did say that they are the Mayor and City Clerk, respectively of the City of Johnston, Iowa a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.



Jody S. Goodwin
Notary Public in and for Polk County, IA

EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of Mitchellville, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 16 day of April, 2001.

By David Wieslander
David Wieslander
Mayor

Attest: Warren D. Hall
Warren D. Hall
City Administrator

State of Iowa

County of Polk

Subscribed and sworn to (or affirmed) before me this 18th day
of April, 2001.

Mildred Cunningham
Notary Public



EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of New Virginia, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

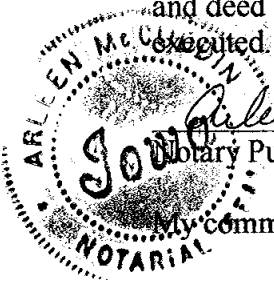
Dated this 28th day of April, 2001.

By *Norville Huston*
Norville Huston
Mayor

Attest: *Brent Baughman*
Brent Baughman
City Clerk

STATE OF IOWA)
) SS:
COUNTY OF WARREN)

On this 28th day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Norville Huston and Brent Baughman, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and the City Clerk of the CITY OF NEW VIRGINIA, IOWA, that the instrument was signed on behalf of the City of New Virginia, Iowa by authority of its City Council as contained in the resolution adopted by the City Council on the 28th day of April, 2001, and that Norville Huston and Brent Baughman acknowledged the execution of the instrument to be the voluntary act and deed of the CITY OF NEW VIRGINIA, IOWA, by it and by them voluntarily



Arlen Mc Cadden
Notary Public in and for the State of Iowa
My commission expires: *Feb 15, 2002*

EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of Norwalk, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 30th day of April, 2001.

By Jerry L. Starkweather
Jerry L. Starkweather
Mayor

Attest: Joyce A. Cortum
Joyce A. Cortum
City Clerk

STATE OF IOWA)
) SS:
COUNTY OF WARREN)

On this 30th day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Jerry L. Starkweather and Joyce Cortum, to me personally known, and, who being by me duly sworn, did say they are the Mayor and City Clerk of the CITY OF NORWALK, IOWA, who are executing the foregoing instrument; that said instrument was signed on behalf of the City of Norwalk by authority of the Norwalk City Council; and that they acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the City of Norwalk, by it and by them voluntarily executed.

Marilyn J. Struecker
Notary Public in and for the State of Iowa



EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of Panora, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 20th day of April, 2001.

By Steven Baker
Steven Baker
Mayor

Attest: Sue Cosner
Sue Cosner
City Administrator

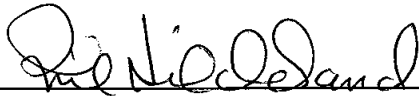
STATE OF IOWA)
) SS:
COUNTY OF GUTHRIE)

On this 23rd day of April, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Steven Baker and Susan Cosner, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Administrator, respectively of the CITY OF PANORA, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as adopted by the City Council, on the 26th day of February, 2001, and that Steven Baker and Susan Cosner acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.



Faye L. Edgington

Notary Public in and for the State of Iowa



Phil Hildebrand, Mayor
City of Pleasant Hill, Iowa

ATTEST:



Michael C. Daspit, City Administrator



STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this 24th day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Phil Hildebrand and Michael C. Daspit, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and the City Administrator of the City of Pleasant Hill, Iowa, that the instrument was signed on behalf of the entity by authority of its Council as contained in the resolution adopted by the City Council on the 24th day of April, 2001, and that Phil Hildebrand and Michael C. Daspit acknowledged the execution of the instrument to be the voluntary act and deed of the CITY COUNCIL OF PLEASANT HILL, IOWA, by it and by them voluntarily executed.





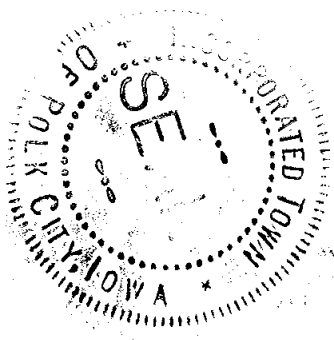
Notary Public in and for the State of Iowa

EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of Polk City, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 23rd day of April, 2001.



By M. E. Burton
M.E. Burton
Mayor

Attest: Deanna Deason
Deanna Deason
City Clerk

STATE OF IOWA)

SS)

COUNTY OF POLK)

On this 11th day of May, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared M.E. Burton and Deanna Deason, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Polk City, Iowa, and that the seal on the agreement is the seal of the City of Polk City, Iowa; that the instrument was signed on behalf of the entity by authority of its City Council as contained in the resolution adopted by the Council on the 23rd day of April, 2001, and that M.E Burton and Deanna Deason acknowledged the execution of the instrument to be their voluntary act and deed of the City Council of the City of Polk City, Iowa, by it and by them voluntarily executed.

Kathleen M. McCowen
Notary Public in and for the State
of Iowa, County of Polk



EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of St. Charles, a city in the State of Iowa, hereby accepts and agrees to
be


bound by the terms and conditions of the Central Iowa Regional Drinking Water
Commission Master Agreement, attached hereto.

Dated this 31st ^{October, 2002} day of ~~April~~, 2001.

By

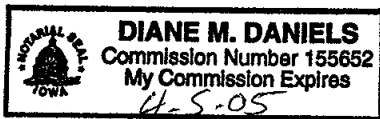


Joan Brown
Mayor



Attest:

~~Darla Bush~~ Denise Sprague
City Clerk



Diane M. Daniels

EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

The City of Waukee, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 23rd day of April, 2001.

By Donald L. Bailey, Jr.
Donald L. Bailey, Jr.
Mayor

Attest: Mark J. Arentsen
Mark J. Arentsen
City Administrator/Clerk



STATE OF IOWA)
)
COUNTY OF DALLAS)

SS:

On this 23rd day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Donald L. Bailey, Jr. and Mark J. Arentsen, to me personally known, and, who being by me duly sworn, did say that they are the City Mayor and the City Administrator/Clerk of the City of Waukee, Waukee, Iowa; that the instrument was signed on behalf of the City by authority of its Council as contained in the resolution adopted by the City on the 16th day of April, 2001, and that Donald L. Bailey, Jr. and Mark J. Arentsen acknowledged the execution of that instrument to be the voluntary act and deed of the City of Waukee, Waukee, Iowa, by it and by them voluntarily executed.

Linda Burkhardt
Notary Public in and for the State of Iowa
Commission # is 179330
My Commission Expires 5/04

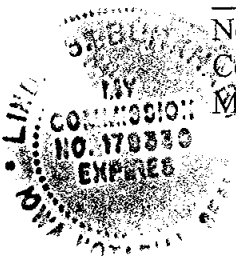



EXHIBIT "B"

ACCEPTANCE OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
MASTER AGREEMENT

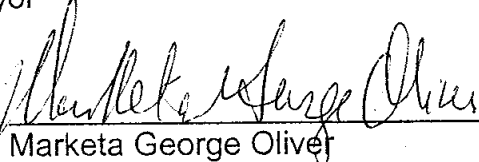
The City of Windsor Heights, a city in the State of Iowa, hereby accepts and agrees to be bound by the terms and conditions of the Central Iowa Regional Drinking Water Commission Master Agreement, attached hereto.

Dated this 7th day of April, 2001.

By

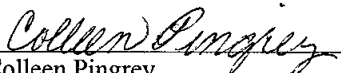

Donald Steele
Mayor

Attest:


Marketa George Oliver
City Administrator

STATE OF IOWA)
SS:
COUNTY OF POLK)

On this 17th day of April, 2001, before me, a Notary Public in and for the State of Iowa, personally appeared Donald Steele, and Marketa George Oliver, to me personally known, and, who being by me duly sworn, did say that they are the Mayor and the City Administrator/City Clerk of the CITY OF WINDSOR HEIGHTS, IOWA, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its Council as contained in the resolution adopted by the Board on the 16th day of April, 2001, and that Donald Steele and Marketa George Oliver acknowledged the execution of the instrument to be the voluntary act and deed of the CITY COUNCIL OF THE CITY OF WINDOSR HEIGHTS, IOWA, by it and by them voluntarily executed.



Colleen Pingrey
Notary Public in and for the
State of Iowa

