

RESOLUTION #2023-57

RESOLUTION APPROVING THE ARTICLES OF AGREEMENT  
CREATING THE MIDDLE IOWA WATERSHED MANAGEMENT AUTHORITY

WHEREAS, In 2010, Iowa lawmakers passed legislation authorizing the creation of Watershed Management Authorities.

WHEREAS, A Watershed Management Authority (WMA) is a mechanism for cities, counties, Soil and Water Conservation Districts (SWCDs) and stakeholders to cooperatively engage in watershed planning and management.

WHEREAS, Poweshiek County desires to enter into an Agreement that would establish a Watershed Management Authority within the Middle Iowa Watershed (Hydrologic Unit Code #07080206) to enable cooperation in watershed planning and improvements pursuant to Iowa Code Chapter 466B.23; and

WHEREAS, Chapter 28E of the Code of Iowa provides the authority for public agencies to enter into agreements for their mutual advantage; and

WHEREAS, this Agreement is made and entered into by the eligible political subdivisions within the Middle Iowa Watershed that adopt these Articles of Agreement; and


NOW BE IT RESOLVED BY THE POWESHIEK COUNTY BOARD OF SUPERVISORS that the Chairman is hereby authorized to sign and execute the Articles of Agreement for the Middle Iowa Watershed Management Authority, a copy of which is attached hereto and incorporated herein by this reference; and

BE IT FURTHER RESOLVED BY THE POWESHIEK COUNTY BOARD OF SUPERVISORS that said Agreement is hereby approved as to form and content and is found to be in the best interest of Poweshiek County, Iowa and the eligible political subdivisions that adopt these Articles of Agreement; and

BE IT FURTHER RESOLVED BY THE POWESHIEK COUNTY BOARD OF SUPERVISORS and the Auditor is hereby authorized to file a copy of this Resolution and Agreement with the Secretary of State, as required by Chapter 28E, Iowa Code.

PASSED and APPROVED this 8 day of June, 2023.

POWESHIEK COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Jason Roudabush, Chairman

  
\_\_\_\_\_  
Diana Dawley, Vice Chairman

  
\_\_\_\_\_  
Jeff Tindle, Member

Attest:   
\_\_\_\_\_  
Melissa Eilander, Poweshiek County Auditor



**Middle Iowa Watershed Management Authority  
Articles of Agreement**

THIS AGREEMENT is entered into pursuant to Iowa Code chapter 28E by and between the eligible political subdivisions that adopt these Articles of Agreement (hereinafter the "Agreement"). Eligible political subdivisions include the cities of Albion, Ferguson, Garwin, Gilman, Haverhill, Laurel, Le Grand, Marshalltown, Montour, State Center, Tama, Toledo, Belle Plaine, Brooklyn, Cedar Rapids, Chelsea, Clutier, Dysart, Elberon, Ely, Grinnell, Hartwick, Ladora, Luzerne, Malcom, Marengo, North Liberty, Shueyville, Solon, Swisher, Victor, Vining, Walford; the counties of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama; and the Soil and Water Conservation Districts from the counties of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama (hereinafter the "Members").

WHEREAS, Iowa Code section 466B.22 authorizes two (2) or more political subdivisions, defined as including cities, counties, and soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 Watershed, to enter into an agreement under Iowa Code Chapter 28E to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, the Members deem establishment of the Middle Iowa Watershed Management Authority (hereinafter the "Authority"), encompassing all the Middle Iowa Watershed (hereinafter the "Watershed"), Hydrologic Unit Code 8 ID #07080208, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter this Agreement pursuant to Iowa Code Chapter 28E for the purpose of establishing the Authority to carry out planning and improvements in the Watershed; and NOW, THEREFORE, it is agreed by and between the Members as follows:

**SECTION 1. IDENTITY OF THE MEMBERS.**

1.1 The counties of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama; are each a political subdivision of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 331. Their respective addresses are:

Benton County - 111 E 4<sup>th</sup> Street, Vinton, IA 52349

Grundy County - 706 G AVE, Grundy Center, Iowa 50638

Iowa County - 970 Court Avenue, Marengo, IA 52301

Jasper County - 101 1st Street N, Newton, IA 50208

Johnson County - 913 South Dubuque Street, Iowa City, IA 52240

Linn County - 935 2nd Street SW, Cedar Rapids, IA 52404

Marshall County - 1 E. Main Street, Marshalltown, IA 50158

Poweshiek County - 302 East Main, Montezuma, IA 50171

Story County - 900 Sixth Street, Nevada, IA 50201

Tama County - 104 W. State Street, Toledo, IA 52342

1.2 The cities of Albion, Ferguson, Garwin, Gilman, Haverhill, Laurel, Le Grand, Marshalltown, Montour, State Center, Tama, Toledo, Belle Plaine, Brooklyn, Cedar Rapids, Chelsea, Clutier, Dysart Elberon, Ely, Grinnell, Hartwick, Ladora, Luzerne, Malcom, Marengo, North Liberty, Shueyville, Solon, Swisher, Victor, Vining, Walford are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 364. Their respective addresses are:

Albion - Albion Municipal Building, PO Box 219, Albion, IA 50005

Ferguson - Ferguson Municipal Building, PO Box 78, Ferguson, IA 50078

Garwin - 205 Main Street, Garwin, IA 50632

Gilman - 128 N Main St, Gilman, IA 50106

Haverhill - 305 2nd St, Haverhill, IA 50120

Laurel - 102 N Main St, Laurel, IA 50141

Le Grand - 104 West Main St, Le Grand, IA 50142

Marshalltown - 24 N Center Street, Marshalltown, IA 50158

Montour - 102 E. Elm Street, Montour, IA 50173

State Center - 118 East Main St, State Center, IA 50247

Tama - 305 Siegel Street, Tama, Iowa 52339

Toledo - 1007 S. Prospect Dr., Toledo, IA 52342

Belle Plaine - 207 8th Avenue, Belle Plaine, Iowa 52208

Brooklyn - 138 Jackson Street, Brooklyn, IA 52211

Cedar Rapids - 101 First Street SE, Cedar Rapids, Iowa 52401

Chelsea - 600 Station Street Chelsea, IA 52215

Clutier - 214 Main Street, Clutier, IA 52217

Dysart - 601 Wilson Street, Dysart, IA 52224

Elberon - P.O. Box 144, Elberon, IA 52225

Ely - 1570 Rowley Street, Ely, IA 52227  
Grinnell - 520 4th Avenue, Grinnell, IA 50112  
Hartwick - 201 Main St, Hartwick, IA 52232  
Ladora - PO Box 169, Ladora, IA 52251  
Luzerne - 114 East Iowa Street, Luzerne, IA 52257  
Malcom - 305 3rd Street, Malcom, IA 50157  
Marengo - 153 E. Main St, Marengo, IA 52301  
North Liberty - 3 Quail Creek Circle, North Liberty, IA 52317  
Shueyville - 2863 120th Street NE, Swisher, Iowa 52338  
Solon - 101 N Iowa St, Solon, IA 52333  
Swisher - 66 2nd Street SW, Swisher, IA 52338  
Victor - 707 2<sup>nd</sup> Street, Victor, IA 52347  
Vining - 407 1st Street, Vining, IA 52348  
Walford - 120 5th Street North, Walford, IA, 52351

1.3 The Soil and Water Conservation Districts of Benton, Grundy, Iowa, Jasper, Johnson, Linn, Marshall, Poweshiek, Story, and Tama counties are each a governmental subdivision of the State of Iowa as defined in Iowa Code Section 161A3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A5(1). Their respective addresses are:

Benton County SWCD - 1705 West D St Vinton, IA 52349  
Grundy County SWCD - 805 W. 4th Street, Grundy Center, IA 50638  
Iowa County - 435 N Highland, Williamsburg, IA 52361  
Jasper County - 808 Iowa Speedway Dr. Newton, IA 50208  
Johnson County - 913 South Dubuque Street, Iowa City, IA 52240  
Linn County - 891 62nd Street, Marion, IA 52302  
Marshall County - 2608 South 2nd Street Marshalltown, Iowa, 50158  
Poweshiek County - 1211 Old 6 Rd, Malcom, IA, 50157  
Story County - 3116 South Duff Ave. Suite 201, Ames, IA 50010  
Tama County - 102 Business Hwy 30 W, Toledo, IA 52342

## SECTION 2. PURPOSE.

The purpose of this Agreement is to provide for the manner in which the Members shall cooperate with one another to successfully plan for and implement improvements within the Watershed, including but not limited to the following activities authorized pursuant to Iowa Code section 466B.22:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Seek and allocate money made available to the authority for purposes of water quality and flood mitigation.
7. Make and contract agreements that 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.

## SECTION 3. CREATION OF THE AUTHORITY.

Upon the effective date stated in this Agreement there is hereby created a public agency to be known as the "MIDDLE IOWA 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 to this Agreement and shall be subject to the control and supervision of the Members to this Agreement or their officers and directors, only to the extent provided for herein.

A joint board of the participating Members known as the Middle Iowa Watershed Management Authority Board (hereinafter the "Board") shall be responsible for fulfilling the purpose of the Authority. The Board shall be comprised of one appointee from each Member participating in this Agreement. The Board shall adopt bylaws governing the administration, development, operation, and management of the Authority.

## SECTION 4. DURATION.

This Agreement shall be in effect perpetually until terminated pursuant to Section 10.

## SECTION 5. POWERS AND DUTIES.

The Members shall retain all powers and duties conferred by law and shall assist each other in the exercise of such powers and the performance of such duties as are provided for in this Agreement. Each Member shall be jointly responsible for focusing attention on:

- a. Assessing the flood risks in the watershed.
- b. Assessing the water quality in the watershed.
- c. Assessing options for reducing flood risk and improving water quality in the watershed.
- d. Monitoring federal flood risk planning and activities.
- e. Educating residents of the watershed area regarding water quality and flood risks.
- f. Allocating moneys made available to the authority for purposes of water quality and flood mitigation.
- g. Making and contracting agreements that 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.

A Member may, but will not be required to, accept a specific responsibility to assist in achieving the goals of the Authority. Acceptance of such responsibilities shall only be by official action of the governing body of the Member. These responsibilities include but are not limited to:

- h. identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Watershed;
- i. serving as fiscal agent for the Authority when funds are received from any source;
- j. identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Watershed;
- k. identifying the most effective best management practices for improvements of water quantity and water quality improvements in the Watershed;
- l. participating in any educational/outreach programs regarding water quality and flood risks;
- m. identifying opportunities for infrastructure development and planning capable of assessing and improving water quality in the Watershed;
- n. providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Members;
- o. securing such financing, including grants, loans and the issuance of bonds or loan agreements, as determined to be necessary or desirable to achieve the objectives of the agreement;
- p. coordinating with local wastewater utilities;
- q. designing and bidding of projects;
- r. administering contracts; and

- s. observing construction.

#### SECTION 6. MANNER OF FINANCING.

The Board may solicit, accept, and receive donations, endowments, gifts, grants, reimbursements, and other such funds as necessary to support work pursuant to this Agreement.

6.1 No action to contribute funds by the Board is binding on the Member that he or she represents without official approval by the governing body of that Member. No Member may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

6.2 All funds received for use by the Authority shall be held as a special fund by the fiscal agent designated by the Board. When funds are provided as a grant or loan directed to a Member for a project administered by that Member, the funds shall be retained and administered by that Member.

#### SECTION 7. ENTIRE AGREEMENT.

7.1 This Agreement contains the entire agreement of and integrates all the terms and conditions contained in and incidental to such Agreement. No modifications or waiver of any provision in this Agreement shall be valid unless in writing and signed by all the parties. If, for any reason, any provisions of this Agreement shall be inoperative, the validity and effect of the other provisions shall not be affected thereby.

7.2 If any provision of this Agreement is found to be invalid by any court, administrative agency or tribunal or competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions hereof.

#### SECTION 8. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Iowa and shall meet all the necessary legal requirements and publications as outlined in Iowa Code Chapter 28E and other applicable Iowa laws.

#### SECTION 9. AMENDMENTS.

9.1 This Agreement may be amended at any time by approval from the governing bodies of all Members. All amendments shall be in writing, executed by the authorized representative of each governing body of the Members, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

9.2 Eligible political subdivisions that are not participating may later join the Authority by filing written notice with the Board and adopting this Agreement by resolution. The request to become a Member will be considered approved when the new Member has submitted the



adopted resolution with the executed signature page and the updated Agreement has been filed in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

#### SECTION 10. TERMINATION.

This Agreement shall terminate upon the majority vote of the Board or agreement of the governing bodies of all Members. Upon termination, all property and money then owned by the Authority shall be distributed according to the Member's contribution levels among the Members after payment of all debts. Any funds donated under a stipulation limiting their use shall be disbursed consistent with the donor's direction.

#### SECTION 11. EFFECTIVE DATE AND EXECUTION OF DOCUMENTS.

This Agreement shall take effect upon execution by the Members as required by law and filing in an electronic format with the Iowa Secretary of State as required by Iowa Code Section 28E.8. The Members agree to timely execute any documents necessary to carry out the terms of this Agreement. The Members further agree that this document may be executed outside the presence of the other Members and in separate counterparts.

#### SECTION 12. WITHDRAWAL FROM MEMBERSHIP.

Any Member may withdraw from the Authority by the action of its governing body, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing bodies of the remaining Members to the withdrawal is required. Such withdrawal will forfeit any right to a distribution in conjunction with a subsequent termination of this Agreement.

#### SECTION 13. WATERSHED BOUNDARY.

The geographical area to which this agreement applies shall be known as the Middle Iowa Watershed. The Middle Iowa is a United States Geological Survey Hydrologic Unit Code (HUC 8 ID #07080208) Watershed. The boundary of the Watershed is graphically displayed in Attachment 1, which is hereby incorporated into this Agreement.

#### SECTION 14. INDEMNIFICATION.

The Authority shall indemnify, defend, keep, save, and hold harmless the Members and their officers and employees from and against any and all losses, claims, damages, liability, costs, expenses, or deficiencies (including without limitation reasonable attorneys' fees and other costs and expenses reasonably incident to proceedings or investigations or the defense or settlement of any claim or claims) arising out of the Authority's activities, including without limitation challenges to the organization, creation or status of the Authority, whether based on tort, antitrust, non-competition, wage and hour violations, or any other claim of illegality, and whether based upon state, federal, local, or common law.

SECTION 15. AUTHORIZATION AND SIGNATURE PAGES.

15.1 Each Member to this Agreement shall supply to the Authority a copy of the resolution by which it adopted the Agreement. An example resolution template is shown in Attachment 3.

15.2 The Members agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with all executed signature pages shall be sent to each Member.

15.3 Each signature page will be specific to each potential member and will contain only their signature lines. Example signature lines are shown in Attachment 2.

## 28E Agreement Signature Page Examples

### USE FOR COUNTY

Dated this 8<sup>th</sup> day of June, 2023

Poweshiek County, Iowa

BY: *James A. Rusk*  
Chair, Board of Supervisors

ATTEST: *Melissa Elander*  
County Auditor

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### USE FOR CITY

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

City of \_\_\_\_\_, Iowa

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

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

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### USE FOR SWCD

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_ County Soil & Water Conservation District

BY: \_\_\_\_\_  
Chair, District Commissioners

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

