

RESOLUTION #37-2015/2016

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

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

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; and

WHEREAS, Grundy County, Iowa, desires to enter into an Agreement that would establish a Watershed Management Authority within the Middle Cedar Watershed (Hydrologic Unit Code #07080205) 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 Cedar Watershed that adopt these Articles of Agreement, including but not limited to the Cities of Cedar Falls, Waterloo, Cedar Rapids, Evansdale, Hudson, La Porte City, and Vinton; Benton, Black Hawk, Tama, and Linn Counties; and Black Hawk and Tama Soil and Water Conservation Districts.

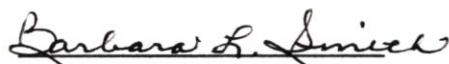
NOW BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GRUNDY COUNTY, IOWA that the Chairperson of the Grundy County Board of Supervisors is hereby authorized to sign and execute the Articles of Agreement for the Middle Cedar Watershed Management Authority, a copy of which is attached hereto and incorporated herein by this reference; and

BE IT FURTHER RESOLVED BY THE BOARD OF SUPERVISORS OF GRUNDY COUNTY, IOWA, that said Agreement is hereby approved as to form and content and is found to be in the best interest of Grundy County, Iowa, and the eligible political subdivisions that adopt these Articles of Agreement, including but not limited to the Cities of Cedar Falls, Waterloo, Cedar Rapids, Evansdale, Hudson, La Porte City, and Vinton; Benton, Black Hawk, Tama, and Linn Counties; and Black Hawk and Tama Soil and Water Conservation Districts; and

BE IT FURTHER RESOLVED BY THE BOARD OF SUPERVISORS OF GRUNDY COUNTY, IOWA, that the County 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.

It was moved by Mack A. Schildroth and seconded by James Ross that the Resolution be adopted.

PASSED and APPROVED this 29th day of February, 2016.


Barbara L. Smith, Chairperson

ATTEST: 
Rhonda R. Deters, County Auditor

Middle Cedar Watershed Management Improvement Authority Agreement
Between Benton County and Grundy County

THIS AGREEMENT is entered into pursuant to Iowa Code chapter 28E by and between Benton County, Iowa, a municipal corporation, and ___ other parties including counties, cities, soil and water conservation districts _____ to wit:

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 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, pursuant to Iowa Code Section 466B23, 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 purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

and

WHEREAS, counties of _____; and the cities of _____; and the Soil and Water Conservation Districts of _____ deem establishment of the Middle Cedar Watershed Management Improvement Authority, a Watershed Management Authority encompassing all of the Iowa portion of the Middle Cedar Watershed, a Hydrologic Unit Code 8 (HUC 8 ID 07080205) watershed, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to Iowa Code chapter 28E for the purpose of establishing the Middle Cedar Watershed Management Improvement Authority to carry out watershed planning and improvements in the Middle Cedar Watershed

NOW THEREFORE, it is agreed by and between the parties as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 The Counties of _____ are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 331. Their respective addresses are:
- 1.2 The Cities of _____ are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code chapter 364. Their respective addresses are:
- 1.3 The Soil and Water Conservation Districts of _____ are each a governmental division 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:

SECTION 2. PURPOSE.

2.1 The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully plan for and implement watershed improvements within the Middle Cedar 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. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

SECTION 3. CREATION OF THE AUTHORITY.

3.1 Upon the effective date stated in this agreement there is hereby created a public agency to be known as the "MIDDLE CEDAR WATERSHED MANAGEMENT AUTHORITY" (the Authority). The Agency shall be a political subdivision of the State of Iowa and a legal entity separate and distinct from the corporate existence of any participating parties and shall be subject to the control and supervision of any party or their officers and directors only to the extent provided herein.

3.2 A joint board of the participating political subdivisions known as the Middle Cedar Watershed Management Improvement Authority Board (the Board) shall be responsible for coordinating the projects. The Board shall be comprised of one appointee from each county, city and district participating in this Agreement. The Board shall adopt Bylaws governing the administration, development, operation and management of the Middle Cedar Watershed Management Improvement Authority.

3.3 Each participating political subdivision shall be known as a Member. Each Member shall appoint a Director to the Board of the Middle Cedar Watershed Management Improvement Authority.

SECTION 4. DURATION. This Agreement shall be in effect perpetually until terminated pursuant to Section 10.

SECTION 5. POWERS AND DUTIES.

5.1 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 this Agreement. Each Member shall be jointly responsible for focusing attention on:

1. Assessing the flood risks in the watershed.
2. Assessing the water quality in the watershed.
3. Assessing options for reducing flood risk and improving water quality in the watershed.
4. Monitoring federal flood risk planning and activities.
5. Educating residents of the watershed area regarding water quality and flood risks.
6. Allocating moneys made available to the authority for purposes of water quality and flood mitigation.
7. Making and entering into contracts and agreements and executing 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.

5.2 A Member may accept a specific responsibility to assist in achieving the goals of the watershed management authority, including but not limited to:

1. identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Middle Cedar Watershed;
2. serving as fiscal agent for the watershed management authority when funds are received from any source;
3. identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the watershed;

4. identifying the most effective best management practices for water quantity and water quality improvements in the watershed;
5. participating in any educational/outreach programs regarding water quality and flood risks;
6. identifying opportunities for infrastructure development and planning capable of assessing and mitigating water quality in the watershed;
7. providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the parties;
8. 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;
9. coordinating with local wastewater utilities;
10. designing and bidding of projects;
11. administering contracts; and
12. 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.

No action to contribute funds by a Director of the Authority is binding on the Member that he or she represents without official approval by the governing board 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.

All funds received for use by the Authority shall be held as a special fund by the fiscal agent designated by the Board of Directors of the Middle Cedar Watershed Management Improvement Authority. When funds are provided as a grant or loan directed to a Member of the Authority 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 and integrates all of 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 of 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* section 28E.

SECTION 9. AMENDMENTS. This Agreement may be amended at any time by approval from all of the governing boards of the Members of the Authority. All amendments shall be in writing, executed by the authorized representative of each governing board of the Members, and 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 mutual agreement of the governing bodies of all Members of the Authority. Upon termination, all property and money then owned by the Authority shall be distributed equally among its members after payment of all debts. Any funds donated under a stipulation limiting their use shall be disbursed consistent with the donor's direction.

SECTION 11. EFFECTIVE DATE. This Agreement shall take effect upon execution by the parties as required by law and filing with the Secretary of State in an electronic format as required by Iowa Code section 28E.8.

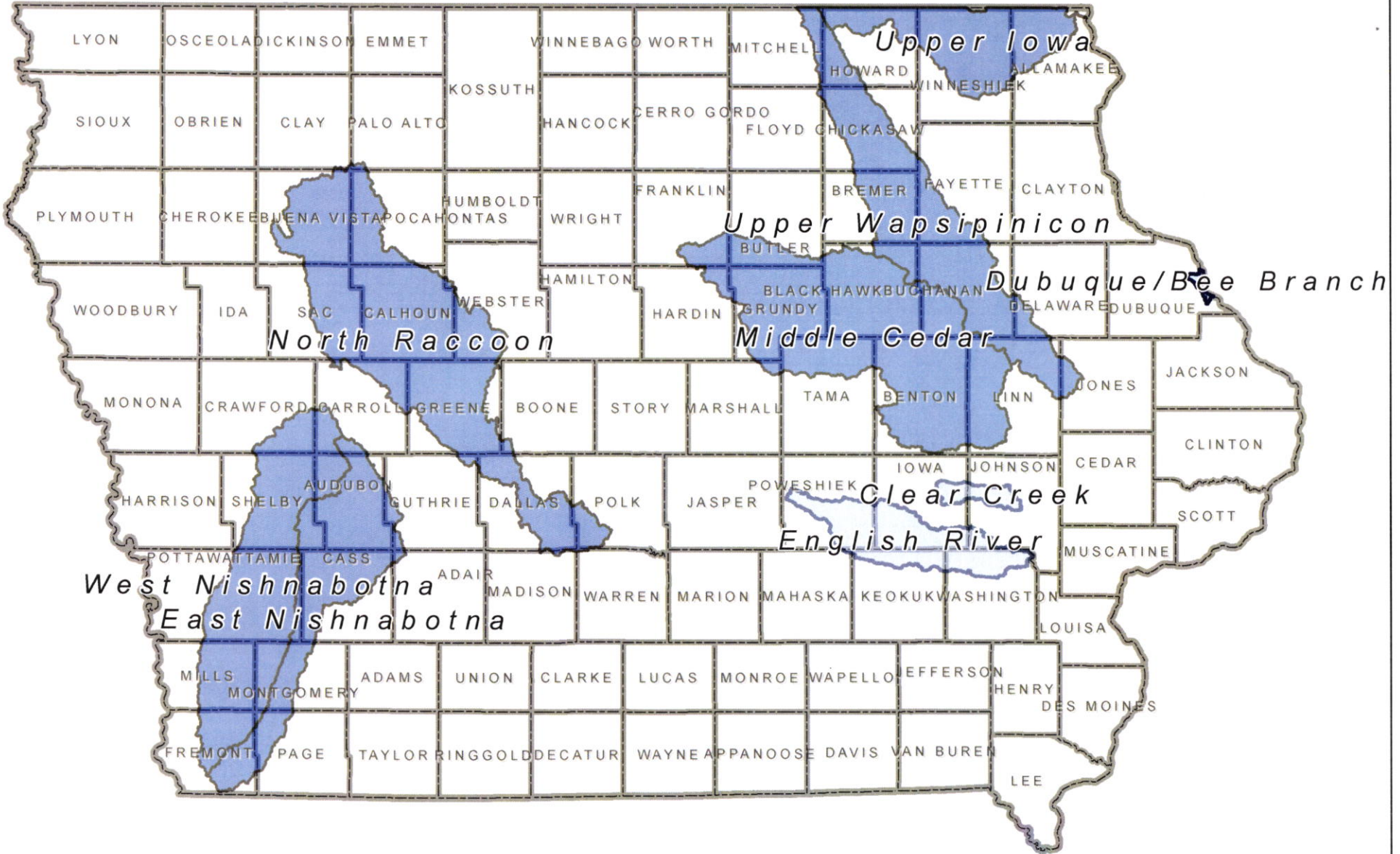
SECTION 12. WITHDRAWAL FROM MEMBERSHIP. Any Member may withdraw from the Authority by the action of its governing board, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing boards of the remaining Members to the withdrawal is required.

SECTION 13. WATERSHED BOUNDARY. The geographical area within this agreement shall be known as the Middle Cedar Watershed Management Authority. The Middle Cedar is a United States Geological Survey Hydrologic Unit Code (HUC #07080205) watershed. The boundary is graphically displayed in attachment I.




ATTACHMENT I

Insert Map Here

Phase 2 Watersheds - Final Selections



Legend

-  Final Phase 2 HUC 12
-  Final Phase 2 HUC 10
-  Final Phase 2 HUC 8
-  County Borders



Map Symbols



1 in = 48 miles



Dated this 29th day of February, 2016.

GRUNDY COUNTY, IOWA

BY: Barbara L. Smith
Board of Supervisors Chair

ATTEST: Rhonda R. Deters
County Auditor

_____ city _____, IOWA

BY:

Mayor

ATTEST:

City Clerk

_____ SWCD _____, IOWA

BY:

President

ATTEST:

Secretary