

Turkey River Watershed Management Authority: 28E Agreement

THIS AGREEMENT is voluntarily entered into by all parties/participants on the attached signature pages and presented to the Iowa Secretary of State on this 29th day of June, 2012.

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

WHEREAS, this document is authorized by Iowa Code Chapter 28E (2011) and Iowa Code Chapter 466B (2011) 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 Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereafter set forth, the participants agree as follows:

1. CREATION OF THE AUTHORITY.

Upon the effective date identified in Paragraph 3, there is hereby created a public agency to be known as the “Turkey River 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.

2. PURPOSE AND FUNCTIONS.

The purpose of the Authority shall be to perform the following duties:

- a. Assess and reduce the flood risks in the watershed;
- b. Assess and improve water quality in the watershed;
- c. Monitor the federal flood risk planning and activities;
- d. Educate residents of the watershed regarding flood risks and water quality; and
- e. Allocate moneys made available for purposes of water quality and flood mitigation.

*The Authority may make and enter into contracts and agreements and execute instruments necessary or incidental to the performance of the duties of the Authority but shall not under any circumstances acquire property by eminent domain.

3. 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 satisfied:

- a. The governing bodies of all participants have adopted resolutions approving this Agreement and said resolutions become effective.
- b. This Agreement has been authorized and signed by the necessary representative or representatives from each participant and said signature page has been attached to this Agreement.
- c. This agreement has been filed with the Iowa Secretary of State.

4. DURATION.

The duration of this Agreement and of the Authority shall be perpetual unless this Agreement is amended or terminated per the provisions of this agreement.

5. GOVERNING BODY.

The Authority shall be governed by a board of directors. Members of the board of directors shall be divided among the political subdivisions which comprise the Authority and shall be appointed by the respective political subdivision's elected legislative body. The board of directors shall meet at least one time per calendar year but may draft a bylaw which allows for meeting more frequently. The board shall be subject to the Iowa Open Meetings and Open Records Laws and shall make the necessary provisions to conform to the requirements of the law. Board members shall receive no compensation for serving in such a 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.

Each participating political subdivision shall have one representative on the board of directors. The directors shall have staggered terms of four years with the initial terms being 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.

A director may be removed after missing three consecutive regular meetings of the board. If a director is removed a successor shall be appointed for the duration of the unexpired term of the removed director in the same manner as the original appointment. The appointing body may at any time remove a director appointed by it for misfeasance, nonfeasance, or malfeasance in office or for any of the reasons outlined in Iowa Code Section 66.

The board of directors shall adopt bylaws and shall elect one director as chairperson and one director as vice chairperson, each for a term of two years, and shall appoint a secretary who need not be a director. The board may create any committees necessary to achieve the purposes and functions of this agreement. Further duties shall be set forth in the bylaws.

A majority of the membership of the board of directors shall constitute a quorum of the board for the purpose of holding a meeting of the board. The 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. A vacancy in the 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.

6. MAP OF AREA AND BOUNDARIES OF THE AUTHORITY.

Pursuant to the requirements of Iowa law, this Agreement includes a map showing the area and boundaries of the Authority. The map is attached to this Agreement and marked as Exhibit A.

7. COORDINATION WITH OTHER ENTITIES.

The Authority may choose to coordinate all of its activities with the Department of Natural Resources, the Department of Agriculture and Land Stewardship, Councils of Governments, Public Drinking Water Utilities, Soil and Water Conservation Districts, and any other local, state, or federal entities.

8. CONTRIBUTIONS TO THE AUTHORITY AND BUDGET.

Members of the Authority may, if deemed necessary and appropriate, contribute through an equitable formula, appropriations from their respective budgets for the operation and administration of the Authority. Such a formula shall be presented and passed by Resolution by all parties bound by this Agreement. These appropriations may be utilized for but not limited to the employment of staff, marketing, grant writing fees, and administrative fees to Fiscal Agents. Any such contributions from the governing bodies of this Agreement shall be binding to fulfill.

9. GRANTS AND FISCAL AGENTS.

The Authority shall have full authority to apply for and receive grants or endorse a participant to do the same for facilities construction and programming, but neither the Authority nor the participants in this Agreement shall be obligated to contribute or expend non-grant monies beyond amounts included in an approved budget. The Authority may enter into agreements with grant writers and Fiscal Agents to both write grants and administer dollars which may be received either by the Authority or a party to this Agreement for projects approved by the Authority.

10. FISCAL RESTRICTIONS.

The Authority shall have no power to impose any tax of any nature, nor pledge the credit of any of parties to this Agreement, nor incur any debt or other financial obligation the payment of which has not been provided for in the current or an approved future budget.

11. REPORTS AND AUDITS.

Between January 1 and January 15 of each year the Authority shall prepare and deliver to each participant an annual report which summarizes the programs and activities conducted or expected to be conducted by the Authority during the previous, current, and ensuing fiscal year. In the event that the Authority establishes a financial budget, the Authority shall also comply with the audit provisions under Iowa Code Section 11.6 and shall furnish copies of the audit report to each participant.

12. CONFLICTS OF INTEREST.

The Agency and its Committee shall be subject to all laws of the State of Iowa relating to conflicts of interest and gifts which are applicable to municipalities and municipal officers generally.

13. VOLUNTARY TERMINATION.

Membership in this Agreement may be terminated voluntarily by any party to the Agreement. A party wishing to voluntarily terminate their membership shall provide written notice of intent to terminate membership to all other parties to the Agreement. The termination shall be effective twenty (20) days from the date that written notice is provided to other members. A party may withdraw written notice before the 20 day period expires and may reapply for membership to the board of directors after the 20 day period has expired. The board of directors may waive the 20 day period for good cause shown. Termination, whether voluntary or involuntary, in no way relieves a participant from any continuing obligations that may have been imposed on said participant by entry into the Authority. The board of directors shall determine whether a participant that has been terminated from the Authority has any continuing obligations and if so the amount or requirement of said continuing obligation.

The remaining parties may choose to amend this agreement by removing all references to a party that voluntarily terminates its membership in this agreement and continue this Agreement under all the terms and conditions as previously set.

14. INVOLUNTARY TERMINATION.

In the event that either a party to this Agreement fails to timely perform a duty imposed upon it under this Agreement, the Authority may cause a 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 twenty (20) 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 including serving judgment for any damages incurred and/or a decree of specific performance of this agreement. A default shall not cause a termination of this Agreement. In the event the Authority fails to perform a duty or observe a requirement imposed by this Agreement, a party may pursue the same remedies against the Authority, if the Authority fails to cure such default within the time set forth above following notice of the default, the party shall be entitled to the same remedies as were given to the Authority. Termination, whether voluntary or involuntary, in no way relieves a participant from any continuing obligations that may have been imposed on said participant by entry into the Authority. The board of directors shall determine whether a participant that has been terminated from the Authority has any continuing obligations and if so the amount or requirement of said continuing obligation.

15. DISSOLUTION OF AGENCY.

The board of directors 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 of directors 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 and such funds 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. If the Authority should own any facility and this Authority is terminated, such facility may be donated and turned over to a non-profit or governmental entity or sold and proceeds divided equitably between the parties involved in this Agreement.

16. AMENDMENTS.

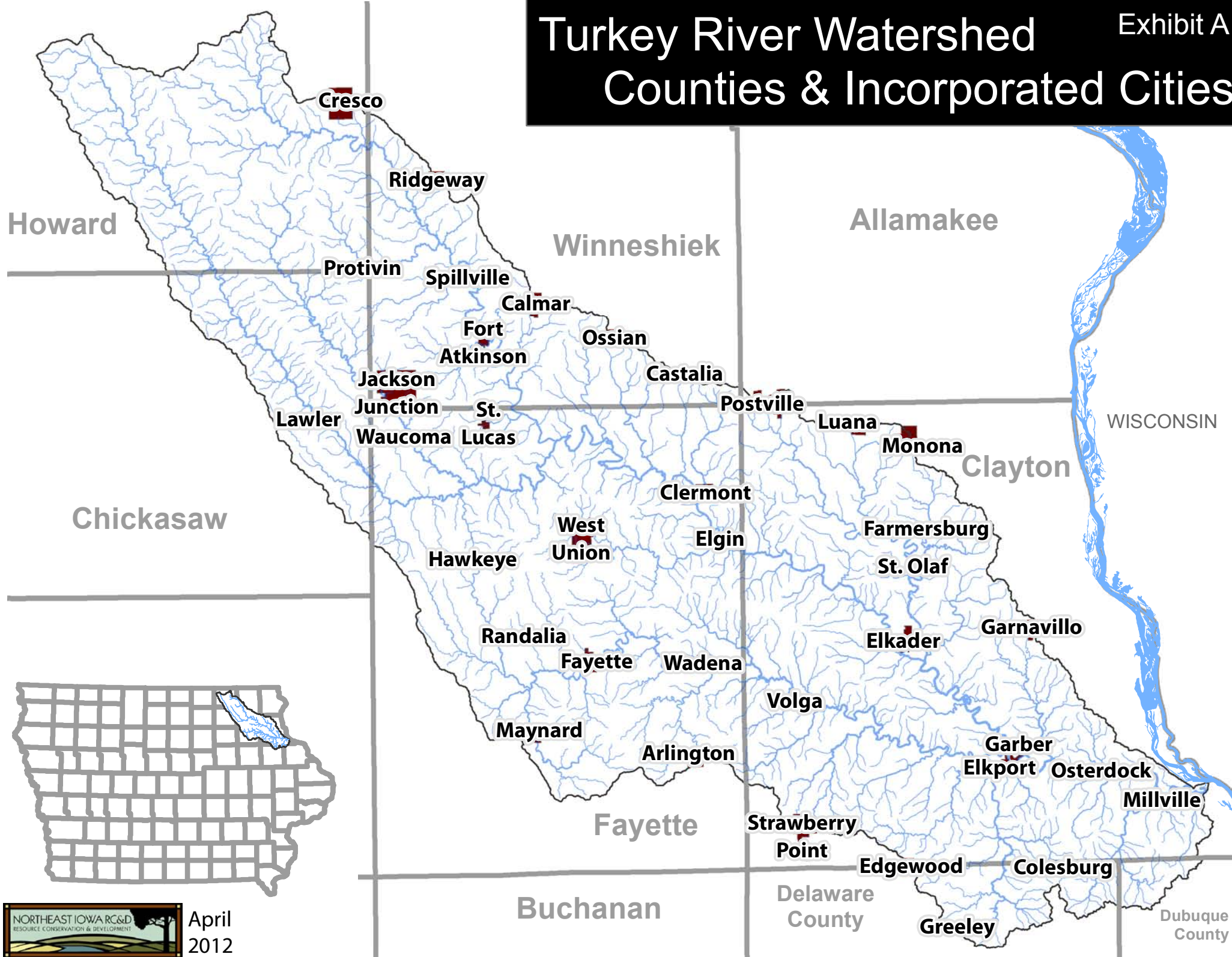
This Agreement may be amended only by a written document approved by the resolution of all parties signed by their representative to the board of directors.

17. APPLICABLE LAWS.

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 Iowa Code Sections 28E, 466B, and other relevant federal or state law.

Turkey River Watershed Counties & Incorporated Cities

Exhibit A



The Allamakee Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

ALLAMAKEE COUNTY SWCD, IOWA

By: Lynn Stock

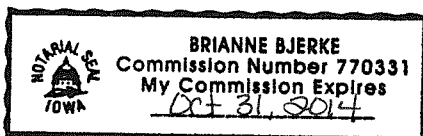
Lynn Stock, Chairperson, Allamakee County SWCD

STATE OF IOWA, COUNTY OF ALLAMAKEE, SS:

On this 25th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Lynn Stock**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Commissioners of the Allamakee Soil and Water Conservation District, Iowa; that the instrument was signed and sealed on behalf of the Soil and Water Conservation District, by authority of its Board of Commissioners on the 25th day of **June** 2012, and that Lynn Stock acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the Soil and Water Conservation District, by it voluntarily executed.

Brianne Bjerke

Notary Public



The City of Arlington hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF ARLINGTON, IOWA

By: Donald Handel
Donald Handel, Mayor

By: Mary Jo Brown
Mary Jo Brown, City Clerk

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 12th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Donald Handel** and **Mary Jo Brown**, 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 Arlington, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 12 day of **June** 2012, and that Donald Handel and Mary Jo Brown acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Heather A. Hiemes
Notary Public



The City of Calmar hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF CALMAR, IOWA

By: Corey Meyer
Corey Meyer, Mayor

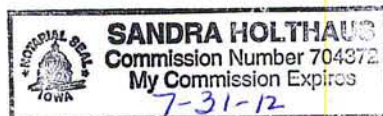
By: Michele Elsbernd
Michele Elsbernd, City Clerk

STATE OF IOWA, COUNTY OF WINNESHIEK, SS:

On this 6th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Corey Meyer** and **Michele Elsbernd**, 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 Calmar, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 4th day of **June** 2012, and that Corey Meyer and Michele Elsbernd acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Sandra Holthaus

Notary Public



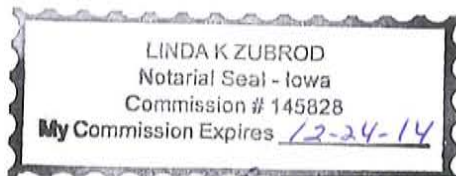
The Chickasaw Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CHICKASAW COUNTY SWCD, IOWA

By: Randy Miller
Randy Miller, Chairperson, Chickasaw County SWCD

STATE OF IOWA, COUNTY OF CHICKASAW, SS:

On this 12th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Randy Miller**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Commissioners of the Chickasaw Soil and Water Conservation District, Iowa; that the instrument was signed and sealed on behalf of the Soil and Water Conservation District, by authority of its Board of Commissioners on the 12th day of **June** 2012, and that _____ acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the Soil and Water Conservation District, by it voluntarily executed.



Notary Public Linda K Zubrod

The County of Chickasaw hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CHICKASAW COUNTY, IOWA

By: Rick Holthaus

Rick Holthaus, Chairperson, Chickasaw County Board of Supervisors

By: Joan E. Knoll

Joan Knoll, Chickasaw County Auditor

STATE OF IOWA, COUNTY OF CHICKASAW, SS:

On this 26 day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Rick Holthaus** and **Joan Knoll**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of the County of Chickasaw, Iowa; that the instrument was signed and sealed on behalf of the County, by authority of its Board of Supervisors on the 26 day of **June** 2012, and that Rick Holthaus and Joan E. Knoll acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

Patti K. Rosauer

Notary Public



PATTI K. ROSAUER
Commission Number 727350
My Commission Expires
March 11, 2013

The Clayton Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CLAYTON COUNTY SWCD, IOWA

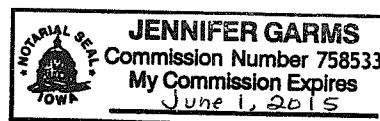
By: Owen Sylvester

Owen Sylvester, Chairperson, Clayton County SWCD

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 20th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Owen Sylvester**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Commissioners of the Clayton Soil and Water Conservation District, Iowa; that the instrument was signed and sealed on behalf of the Soil and Water Conservation District, by authority of its Board of Commissioners on the 20th day of **June** 2012, and that OWEN SYLVESTER acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the Soil and Water Conservation District, by it voluntarily executed.

Jennifer Garms
Notary Public



The County of Clayton hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CLAYTON COUNTY, IOWA

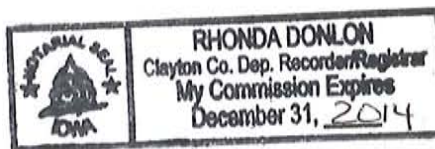
By: Gary Bowden
Gary Bowden, Chairperson, Clayton County Board of Supervisors

By: Dennis Freitag
Dennis Freitag, Clayton County Auditor

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 11th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Gary Bowden** and **Dennis Freitag**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of the County of Clayton, Iowa; that the instrument was signed and sealed on behalf of the County, by authority of its Board of Supervisors on the 11th day of **June** 2012, and that Gary Bowden and Dennis Freitag acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

Rhonda Donlon
Notary Public



The City of Clermont hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF CLERMONT, IOWA

By: Rod Wagner

Rod Wagner, Mayor

By: Jenean M. Niedert

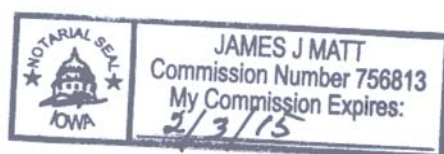
Jenean Niedert, City Clerk



STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 4th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Rod Wagner** and **Jenean Niedert**, 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 Clermont, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 4th day of **June** 2012, and that Rodney Wagner and Jenean Niedert acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

James J. Matt
Notary Public



The City of Cresco hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF CRESCO, IOWA

By: Mark Bohle

Mark Bohle, Mayor

By: Michelle Girolamo

Michelle Girolamo, City Clerk

STATE OF IOWA, COUNTY OF HOWARD, SS:

On this 18th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Mark Bohle** and **Michelle Girolamo**, 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 Cresco, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 18th day of **June** 2012, and that Mark Bohle and Michelle Girolamo acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Barbara J Zak

Notary Public *in and for Howard County, Ia*

BARBARA J ZAK


Iowa Notarial Seal

Commission No. 753578

Commission Expires July 07, 2014

The Delaware Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

DELAWARE COUNTY SWCD, IOWA

By: 
Eric Wahl, Chairperson, Delaware County SWCD

STATE OF IOWA, COUNTY OF DELAWARE, SS:

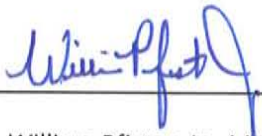
On this 13 day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Eric Wahl**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Commissioners of the Delaware Soil and Water Conservation District, Iowa; that the instrument was signed and sealed on behalf of the Soil and Water Conservation District, by authority of its Board of Commissioners on the 13 day of **June** 2012, and that Eric Wahl acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the Soil and Water Conservation District, by it voluntarily executed.



Notary Public



The City of Elgin hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.


CITY OF ELGIN, IOWA

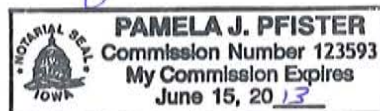
By: 
William Pfister, Jr., Mayor

By: 
Rhonda Dales, City Clerk

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 11th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **William Pfister, Jr.** and **Rhonda Dales**, 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 Elgin, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 11 day of **June** 2012, and that William Pfister, Jr. and Rhonda Dales acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.


Notary Public



The City of Elkader hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF ELKADER, IOWA

By: Robert C. Garms

Robert Garms, Mayor

By: Jennifer K. Cowsert

Jennifer Cowsert, City Administrator

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 18th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Robert Garms** and **Jennifer Cowsert**, 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 Elkader, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 11th day of **June** 2012, and that Robert C. Garms and Jennifer K. Cowsert acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

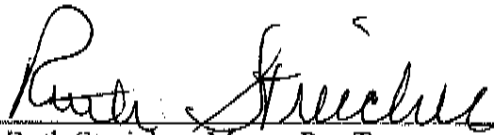
Marla Reimer

Notary Public



The City of Farmersburg hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

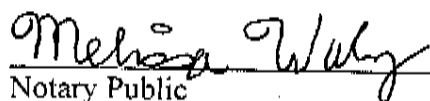
CITY OF FARMERSBURG, IOWA

By: 
Ruth Streicher, Mayor Pro Tem

By: 
Heidi Feuerhelm, City Clerk

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 28th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Ruth Streicher** and **Heidi Feuerhelm**, to me personally known, and who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Farmersburg, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 28th day of **June** 2012, and that Ruth Streicher and Heidi Feuerhelm acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.


Notary Public



The Fayette Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

FAYETTE COUNTY SWCD, IOWA

By: William Bennett
William Bennett, Chairperson, Fayette County SWCD

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 8th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **William Bennett**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Commissioners of the Fayette Soil and Water Conservation District, Iowa; that the instrument was signed and sealed on behalf of the Soil and Water Conservation District, by authority of its Board of Commissioners on the 8th day of **June** 2012, and that he (William Bennett) acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the Soil and Water Conservation District, by it voluntarily executed.

Marcia Soppe
Notary Public



The County of Fayette hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

FAYETTE COUNTY, IOWA

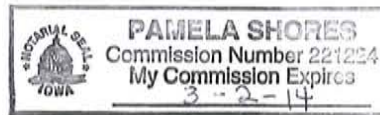
By: Jeanine Tellin
Jeanine Tellin, Chairperson, Fayette County Board of Supervisors

By: Lori Moellers
Lori Moellers, Fayette County Auditor

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 11th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Jeanine Tellin** and **Lori Moellers**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of the County of Fayette, Iowa; that the instrument was signed and sealed on behalf of the County, by authority of its Board of Supervisors on the 11th day of **June** 2012, and that Jeanine Tellin and Lori Moellers acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

Pamela Shores
Notary Public



The City of Fayette hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF FAYETTE, IOWA

By: William B. Dohrmann
William Dohrmann, Mayor

By: Christie V. Dennis
Christie Dennis, City Clerk

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 4th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **William Dohrmann** and **Christie Dennis**, 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 Fayette, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 4th day of **June** 2012, and that William B. Dohrmann and Christie V. Dennis acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

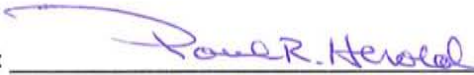
Dusty D. Dunn
Notary Public

Iowa Notarial Seal
DUSTY D. DUNN
Commission Number 748372
My Commission Expires 08-14-2013

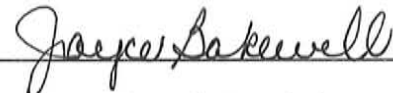


The City of Fort Atkinson hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF FORT ATKINSON, IOWA

By: 

Paul Herold, Mayor

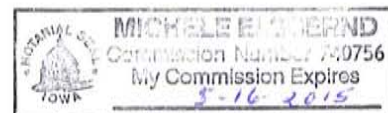
By: 
Joyce Bakewell, City Clerk

STATE OF IOWA, COUNTY OF WINNEBAGO, SS:

On this 6th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Paul Herold** and **Joyce Bakewell**, 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 Fort Atkinson, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 6th day of **June** 2012, and that Paul Herold and Joyce Bakewell acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.




Notary Public



The City of Garnavillo hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.


CITY OF GARNAVILLO, IOWA

By: 
Mark Priebe, Mayor

By: 
Denise Schneider, City Administrator/Clerk

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 11th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Mark Priebe** and **Denise Schneider**, 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 Garnavillo, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 9th day of **June** 2012, and that Mark Priebe and Denise Schneider acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.


Notary Public



The City of Hawkeye hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF HAWKEYE, IOWA

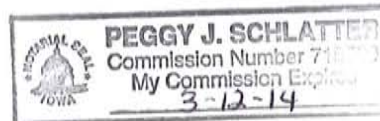
By: Brent Ungerer
Brent Ungerer, Mayor

By: Dorty Yauslin
Dorty Yauslin, City Clerk

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 13th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Brent Ungerer** and **Dorty Yauslin**, 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 Hawkeye, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 4th day of **June** 2012, and that Brent Ungerer and Dorty Yauslin acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Peggy J. Schlatter
Notary Public



The Howard Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

HOWARD COUNTY SWCD, IOWA

By: Bart A. Wilson
Bart Wilson, Chairperson, Howard County SWCD

STATE OF IOWA, COUNTY OF HOWARD, SS:

On this 5th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Bart Wilson**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Commissioners of the Howard Soil and Water Conservation District, Iowa; that the instrument was signed and sealed on behalf of the Soil and Water Conservation District, by authority of its Board of Commissioners on the 5th day of **June** 2012, and that Shannon Hurd acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the Soil and Water Conservation District, by it voluntarily executed.

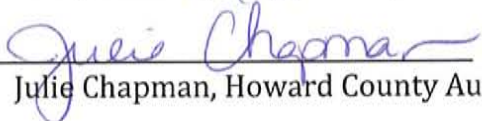
Shannon Hurd
Notary Public



The County of Howard hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

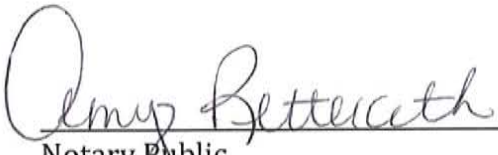
HOWARD COUNTY, IOWA

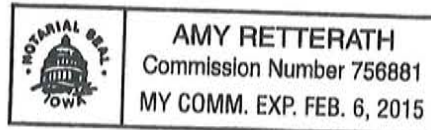
By: 
Adolph Gamez, Chairperson, Howard County Board of Supervisors

By: 
Julie Chapman, Howard County Auditor

STATE OF IOWA, COUNTY OF HOWARD, SS:

On this 4th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Adolph Gamez** and **Julie Chapman**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of the County of Howard, Iowa; that the instrument was signed and sealed on behalf of the County, by authority of its Board of Supervisors on the 4th day of **June** 2012, and that Adolph Mick Gamez and Julie Chapman acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.


Notary Public



The City of Lawler hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF LAWLER, IOWA

By: Mark Mueterthies

Mark Mueterthies, Mayor

By: Sue Cutsforth

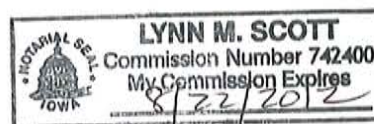
Sue Cutsforth, City Clerk

STATE OF IOWA, COUNTY OF CHICKASAW, SS:

On this 7th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Mark Mueterthies** and **Sue Cutsforth**, 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 Lawler, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 7th day of **June** 2012, and that Mark Mueterthies and Sue Cutsforth acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.


Lynn M. Scott

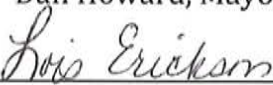
Notary Public



The City of Maynard hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

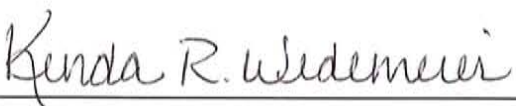
CITY OF MAYNARD, IOWA

By: 
Dan Howard, Mayor

By: 
Lois Erickson, City Clerk

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 13th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Dan Howard** and **Lois Erickson**, 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 Maynard, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 13th day of **June** 2012, and that Dan Howard and Lois Erickson acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.


Notary Public



The City of Monona hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF MONONA, IOWA

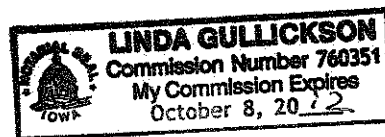
By: *Fran Passmore*
Fran Passmore, Mayor

By: *Dan Canton*
Dan Canton, City Administrator

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 12th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Fran Passmore** and **Dan Canton**, 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 Monona, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 4th day of **June** 2012, and that *Fran Passmore* and *Dan Canton* acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Linda Gullickson
Notary Public



The City of Postville hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

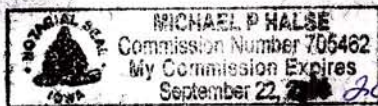
CITY OF POSTVILLE, IOWA

By: Leigh Rekow
Leigh Rekow, Mayor

By: Darcy Radloff
Darcy Radloff, City Clerk

STATE OF IOWA, COUNTY OF ALLAMAKEE, CLAYTON, SS:

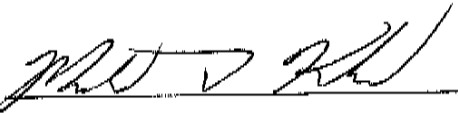
On this 11th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Leigh Rekow** and **Darcy Radloff**, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Postville, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 11th day of **June** 2012, and that Leigh Rekow and Darcy Radloff acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.



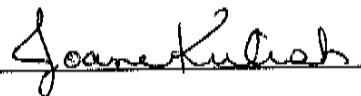
Michael P. Halse
Notary Public

The City of Spillville hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF SPILLVILLE, IOWA

By: 

Michael T. Klimesh, Mayor

By: 

Joanie Kulish, City Clerk

STATE OF IOWA, COUNTY OF WINNESHIEK, SS:

On this 14th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Michael T. Klimesh** and **Joanie Kulish**, 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 Spillville, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 11th day of **June** 2012, and that Michael T Klimesh and Joane Kulish acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

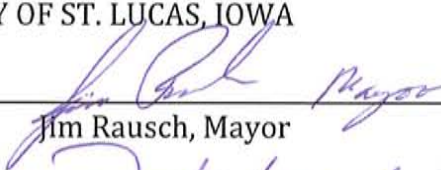


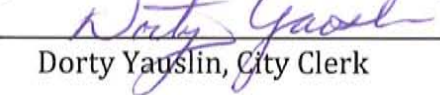
Notary Public



The City of St. Lucas hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF ST. LUCAS, IOWA

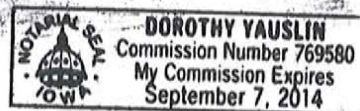
By: 
Jim Rausch, Mayor

By: 
Dorthy Yauslin, City Clerk

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 11th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Jim Rausch** and **Dorthy Yauslin**, 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 St. Lucas, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 11th day of **June** 2012, and that Jim Rausch and Dorthy Yauslin acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.


Notary Public



The City of St. Olaf hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF ST. OLAF, IOWA

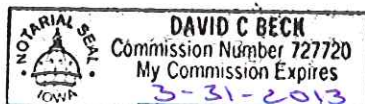
By: Adam Meyer
Adam Meyer, Mayor

By: Karen Stewart
Karen Stewart, City Clerk

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 21st day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Adam Meyer** and **Karen Stewart**, 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 St. Olaf, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 21st day of **June** 2012, and that Adam Meyer and Karen Stewart acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

David C Beck



The City of Strawberry Point hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF STRAWBERRY POINT, IOWA

By: Dale H. Fox
Dale Fox, Mayor

By: Deanna Dement
Deanna Dement, City Clerk

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 7th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Dale Fox** and **Deanna Dement**, 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 Strawberry Point, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 7th day of **June** 2012, and that Dale Fox, Mayor and Deanna Dement, City Clerk acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Elizabeth Jaster
Notary Public



The City of Volga hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF VOLGA, IOWA

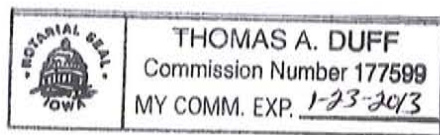
By: Bill Crandall
Bill Crandall, Mayor

By: Kristin Klingman
Kristin Klingman, City Clerk

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 4th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Bill Crandall** and **Kristin Klingman**, 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 Volga, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 4th day of **June** 2012, and that Bill Crandall and Kristin Klingman acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Thomas A. Duff
Notary Public



The City of Wadena hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF WADENA, IOWA

By: Brian Riniker
Brian Riniker, Mayor

By: Gloria Aylsworth
Gloria Aylsworth, City Clerk

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 4th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Brian Riniker** and **Gloria Aylsworth**, 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 Wadena, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 4th day of **June** 2012, and that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Julie S. Aanes
Notary Public

JULIE S. AANES
Iowa Notarial Seal
Commission Number: 747797
My Commission Expires: 07-10-2013

The City of Waucoma hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF WAUCOMA, IOWA

By: Donald Myers
Donald Myers, Mayor

By: Marlene Klemp
Marlene Klemp, City Clerk

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 5th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Donald Myers** and **Marlene Klemp**, 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 Waucoma, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 4 day of **June** 2012, and that Donald Myers and Marlene Klemp acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Ann Schuafenduel
Notary Public



The City of West Union hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

CITY OF WEST UNION, IOWA

By: Kent A. Halverson

Kent Halverson, Mayor

By: Robert Vagts

Robert Vagts, City Administrator

STATE OF IOWA, COUNTY OF FAYETTE, SS:

On this 4th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Kent Halverson** and **Robert Vagts**, 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 West Union, Iowa; that the instrument was signed and sealed on behalf of the City, by authority of its City Council on the 4TH day of **June** 2012, and that Robert Vagts and Kent Halverson acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Amie Johansen

Notary Public



The Winneshiek Soil and Water Conservation District hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

WINNESHIEK COUNTY SWCD, IOWA

By: Wilbur C. Stoen

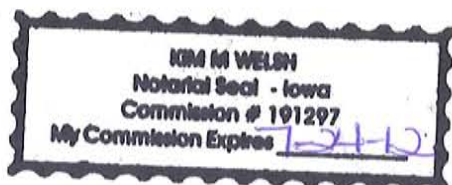
Wilbur Stoen, Chairperson, Winneshiek County SWCD

STATE OF IOWA, COUNTY OF WINNESHIEK, SS:

On this 19th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Wilbur Stoen**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Commissioners of the Winneshiek Soil and Water Conservation District, Iowa; that the instrument was signed and sealed on behalf of the Soil and Water Conservation District, by authority of its Board of Commissioners on the 19th day of **June** 2012, and that Wilbur Stoen acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the Soil and Water Conservation District, by it voluntarily executed.

Kim M. Welsh

Notary Public



The County of Winneshiek hereby resolves to enter into the 28E Agreement for the Creation of the Turkey River Watershed Management Authority.

WINNESHIEK COUNTY, IOWA

By: 

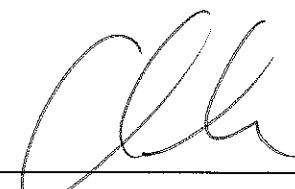
Les Askelson, Chairperson, Winneshiek County Board of Supervisors

By: 

Benjamin D Steines, Winneshiek County Auditor

STATE OF IOWA, COUNTY OF WINNESHIEK, SS:

On this 18th day of **June** 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Les Askelson** and **Benjamin D Steines**, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and Auditor, respectively, of the County of Winneshiek, Iowa; that the instrument was signed and sealed on behalf of the County, by authority of its Board of Supervisors on the 18th day of **June** 2012, and that **LES ASKELSON** and **BENJAMIN D. STEINES** acknowledged the execution of the instrument to be the voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.


Notary Public

