

Prepared by and Return to: Eric Schmechel, Urban Conservationist, Dubuque Soil & Water Conservation District  
210 Bierman Rd, Epworth, IA 52045 Phone: 563-876-3418, #3 Fax: 563-876-3653

**28E AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, DUBUQUE COUNTY, THE CITY OF ASBURY, THE CITY OF PEOSTA, THE CITY OF CENTRALIA, AND THE DUBUQUE SOIL AND WATER CONSERVATION DISTRICT FOR THE CATFISH CREEK WATERSHED AUTHORITY**

This Agreement, dated for reference purposes the 29 day of JUNE, 2012, is made and entered into by and between the City of Dubuque, Dubuque County, the City of Asbury, the City of Peosta, the City of Centralia and Dubuque Soil and Water Conservation District.

Whereas, the parties of this agreement are governmental units of the State of Iowa, all of which have lands which drain surface water within the Catfish Creek Watershed and all of which have power and responsibility to construct, reconstruct, extend and maintain storm drainage facilities to improve water quality, reduce water quantity, promote groundwater recharge, and to protect, promote, and preserve water resources within the Watershed; and

Whereas, the parties desire to enter into a joint and cooperative agreement for the establishment of a Catfish Creek Watershed Authority to effectively plan, communicate, educate, and provide guidance for the Catfish Creek Watershed.

**NOW, THEREFORE, IT IS AGREED BY AND AMONG THE PARTIES AS FOLLOWS:**

**SECTION 1. NAME.** The parties hereto create and establish the Catfish Creek Watershed Management Authority.

**SECTION 2. DEFINITIONS.** For the purpose of this Agreement, the terms used herein shall have the meanings as defined in this Section.

2.1 "Authority" means the Watershed Management Authority created by this Agreement pursuant to Iowa Code Chapter 28E and Section 466B.21.

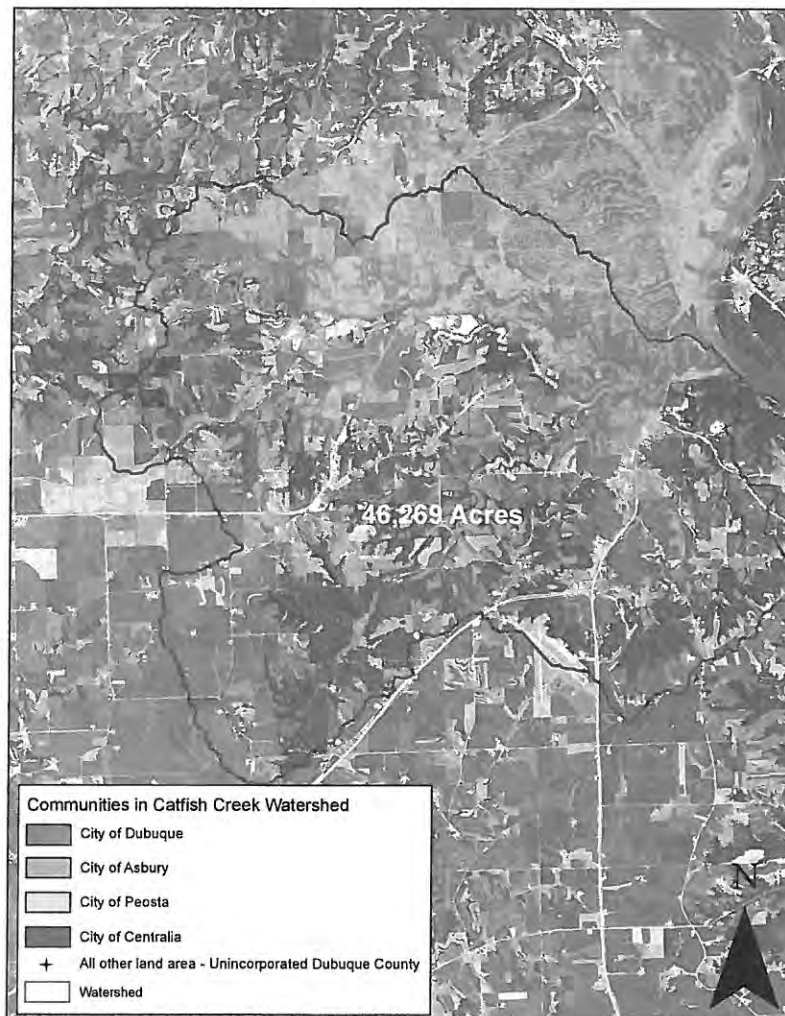
2.2 "Board" means the Board of Directors of the Authority.

2.3 "Political subdivision" means cities, towns, counties, and soil and water conservation districts.

2.4 "Member" means the political subdivisions which enter into this Agreement.

2.5 "Catfish Creek Watershed" or "Watershed" means the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to Catfish Creek and within the mapped areas delineated on the map shown in Section 3.

### SECTION 3. CATFISH CREEK WATERSHED MAP



**SECTION 4. MEMBERSHIP.** The Authority shall consist of all the following political subdivisions:

- (1) The City of Dubuque;
- (2) Dubuque County;
- (3) The City of Asbury;
- (4) The City of Peosta;
- (5) The City of Centralia;
- (6) Dubuque Soil and Water Conservation District.

**SECTION 5. BOARD OF DIRECTORS**

5.1 The governing body of the Authority shall be the Board.

5.2 Directors of the Board shall be divided among the political subdivisions comprising the Authority and shall be appointed by the respective political subdivision's elected legislative body.

5.3 Based upon Watershed demographics (area, population, and value) the Directors of the Board shall be appointed in the following manner:

- (1) The City of Dubuque: 3 Directors
- (2) Dubuque County: 2 Directors
- (3) The City of Asbury: 1 Director
- (4) The City of Peosta: 1 Director
- (5) The City of Centralia: 1 Director
- (6) Dubuque Soil and Water Conservation District: 1 Director

5.4 The Directors shall serve staggered terms of four years. The initial Board shall determine, by lot, the initial terms to be 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.

5.5 The Board may provide procedures for the removal of a Director who fails to attend three consecutive regular meetings of the board. If a Director is so 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.

5.6 The Board 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. It shall be the duty of the

chairperson to appoint a Director to keep minutes at all meetings.

5.7 The Board shall comply with Open Meeting Law.

5.8 A majority of the membership of the Board shall constitute a quorum for the purpose of holding a meeting of the Board. The affirmative vote of a majority of a quorum shall be necessary for any action taken by an Authority unless the Authority's bylaws specify those particular actions of the Authority 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.

5.9 Directors shall serve without compensation from the Board, but this shall not prevent a governmental unit from providing compensation for its Director for serving on the board, if such compensation is authorized by such governmental unit and by law. Board funds may be used to reimburse a Director for expenses incurred in Board business and authorized by the Board.

5.10 The Board shall meet quarterly and/or as deemed necessary to set goals, and to review current and potential developments, grant opportunities, past accomplishments and future challenges.

5.11 The Board shall hold an Annual Review meeting each December to review accomplishments, challenges, and the associated fee schedule.

5.12 A political jurisdiction which has chosen not to join the Authority, join in the future upon approval of the Board.

**SECTION 6. POWERS OF THE BOARD.** The Board may:

6.1 Assess the flood risks in the watershed.

6.2 Assess the water quality in the watershed.

6.3 Assess options for reducing flood risk and improving water quality in the watershed.

6.4 Monitor federal flood risk planning and activities.

6.5 Educate residents of the watershed area regarding water quality and flood risks.

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

6.7 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.

6.8 Employ such persons as it deems necessary to accomplish its duties and powers. Any employee may be on a full-time, part-time, or consulting basis as the Board determines and shall be considered Board staff.

6.9 Contract for space and for material and supplies to carry on its activities.

6.10 Cooperate or contract with the State of Iowa or any subdivision thereof or federal agency or private or public organization to accomplish the purposes for which it is organized.

6.11 In cooperation with the Dubuque Soil and Water Conservation District, appoint or administer a procedure to develop and complete a Watershed management plan for all of Catfish Creek.

6.12 Act as an advisory development review committee, for all political subdivisions, for all or any land disturbing and/or hydrologic alternations to the Watershed.

6.13 Provide any member with technical data or any other information of which the board has knowledge; which will assist the political subdivision in preparing land use classifications, urban Best Management Practices (BMPs), or Watershed management plans.

6.14 Establish and maintain devices for acquiring and recording hydrological and water quality data within the Watershed.

6.15 Establish a Technical Advisory Committee (TAC) comprised of staff from each Member. The TAC may be used to assist with grant applications, review of development approvals or procedures, or technical evaluations of capital projects.

**SECTION 7. ADMINISTRATION.** Administration of the Authority will be co-coordinated by the Dubuque Soil and Water Conservation District's Urban Conservationist and a member of the City of Dubuque's Engineering staff as appointed by the City Manager until the Board determines under Section \_\_\_ that another method is more appropriate or viable.

**SECTION 8. COMMUNICATIONS.** Each party shall designate an individual as the primary contact. Such designation shall be in writing, and any change in designation shall also be in writing.



## **SECTION 9. DURATION; WITHDRAWAL OF MEMBER**

9.1 This Agreement shall take effect upon execution by the parties as required by law, filing with the secretary of state and recording with the county recorder. This Agreement shall be in effect perpetually until terminated by agreement of all of the parties.

9.2 A party may withdraw from the Authority at any time by providing the other parties sixty (60) days notice of intent to withdraw.

9.3 A governmental subdivision which has withdrawn from the Authority may re-join upon written request to the Board.

**SECTION 10. PARTNERSHIP OR JOINT VENTURE.** The parties to this Agreement acknowledge that this is an independent venture of the parties and that none of the parties is a partner or joint venturer with any other party. The parties have no duties or responsibilities to each other, financial or otherwise, except as described herein.

## **SECTION 11. ENTIRE AGREEMENT.**

11.1 This Agreement contains the entire agreement and integrates all of the terms and conditions contained in and incidental to such agreement and supersedes all prior negotiations and communications concerning this agreement, oral or written, between the parties, their agents, employees and representatives. 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 affect of the other provisions shall not be affected thereby.

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

11.3 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties agree that none of the parties shall have the right to assign their rights and obligations hereunder to any party without prior written consent of the other parties. Such consent shall not be unreasonably withheld.

**SECTION 12. GOVERNING LAW.** This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

**SECTION 13. PROHIBITION ON TAXATION.** The Authority shall have no authority to levy any tax.

**SECTION 14. AMENDMENTS.** This Agreement may be amended at any time by the parties. All amendments shall be in writing, signed by all of the parties, and filed in an electronic format with the Iowa Secretary of State as required by Iowa Code section 28E.8 (2011).

**SECTION 15. FILING AND RECORDING.** It is agreed that the Dubuque Soil and Water Conservation District's Urban Conservationist will file this Agreement in an electronic format with the Iowa Secretary of State as required by Iowa Code section 28E.8 (2011).

(Signature Pages To Follow)

APPROVED BY: DUBUQUE COUNTY BOARD OF SUPERVISORS

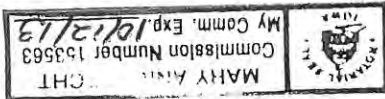
Daryl Klein  
Daryl Klein, Chair

Date: June 18, 2012

ATTEST: Mona Manternach  
Mona Manternach  
Dubuque County Auditor

STATE OF IOWA                    )  
COUNTY OF DUBUQUE    ) ss:

This instrument was acknowledged before me on the 18 day of June, 2012 by Wayne Demmer and Mona Manternach, as Chair of the Dubuque County Board of Supervisors and Dubuque County Auditor, respectively.



Mary Ann Speck  
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: DUBUQUE SOIL and WATER CONSERVATION DISTRICT

\_\_\_\_\_  
Melvin Wilgenbusch, Chairman

Date: \_\_\_\_\_, 2012

STATE OF IOWA                    )  
COUNTY OF DUBUQUE    ) ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by Melvin Wilgenbusch as Chairperson of the Dubuque Soil and Water Conservation District.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IOWA



APPROVED BY: DUBUQUE COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Wayne Demmer, Chair

Date: \_\_\_\_\_, 2012

ATTEST: \_\_\_\_\_  
Mona Manternach  
Dubuque County Auditor

STATE OF IOWA           )  
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by Wayne Demmer and Mona Manternach, as Chair of the Dubuque County Board of Supervisors and Dubuque County Auditor, respectively.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: DUBUQUE SOIL and WATER CONSERVATION DISTRICT

Melvin Wilgenbusch  
Melvin Wilgenbusch, Chairman

Date: 6/5, 2012

STATE OF IOWA           )  
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on the 5th day of June, 2012 by Melvin Wilgenbusch as Chairperson of the Dubuque Soil and Water Conservation District.

Sandralee M. Scott  
Iowa Notarial Seal  
Commission Number 146807  
My Commission Expires 04/14/2015

Sandralee M. Scott  
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: CITY OF DUBUQUE

Roy D. Buol  
Roy D. Buol, Mayor

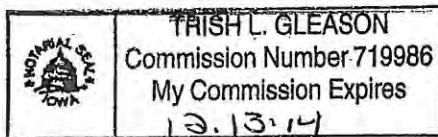
Date: May 7, 2012

ATTEST: Kevin S. Firnstahl

Kevin S. Firnstahl  
City Clerk

STATE OF IOWA           )  
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on the 7 day of may, 2012 by Roy D. Buol and Kevin Firnstahl, as Mayor of the City of Dubuque and City Clerk of Dubuque, respectively.



Trish L. Gleason  
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: ASBURY CITY COUNCIL

\_\_\_\_\_  
James Adams, Mayor

Date: \_\_\_\_\_, 2012

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

Sara Burke  
City Clerk

STATE OF IOWA           )  
COUNTY OF DUBUQUE ) ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by James Adams and Sara Burke, as Mayor of the City of Asbury and City Clerk of Asbury, respectively.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: CITY OF DUBUQUE

\_\_\_\_\_  
Roy D. Buol, Mayor

Date: \_\_\_\_\_, 2012

ATTEST: \_\_\_\_\_  
Kevin S. Firnstahl  
City Clerk

STATE OF IOWA                    )  
COUNTY OF DUBUQUE    ) ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by Roy D. Buol and Kevin Firnstahl, as Mayor of the City of Dubuque and City Clerk of Dubuque, respectively.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: ASBURY CITY COUNCIL

\_\_\_\_\_  
Robert Reisch, Mayor Protem

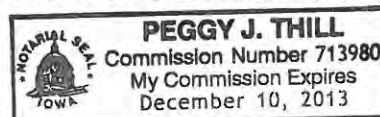
Date: May 22, 2012

ATTEST: \_\_\_\_\_  
Sara Burke  
City Clerk

STATE OF IOWA                    )  
COUNTY OF DUBUQUE    ) ss:

This instrument was acknowledged before me on the 23rd day of MAY, 2012 by Robert Reisch and Sara Burke, as Mayor of the City of Asbury and City Clerk of Asbury, respectively.

Peggy J. Thill  
NOTARY PUBLIC FOR THE STATE OF IOWA



APPROVED BY: PEOSTA CITY COUNCIL

Dick Avenarius  
Dick Avenarius, Mayor

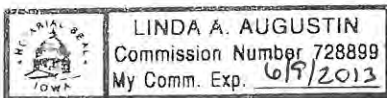
Date: 6/28/, 2012

ATTEST:

Karen Snyder  
Karen Snyder  
City Clerk

STATE OF IOWA                    )  
COUNTY OF DUBUQUE        ) ss:

This instrument was acknowledged before me on June 28, 2012 by Dick Avenarius and Karen Snyder, as Mayor of the City of Peosta and City Clerk of Peosta, respectively.



Linda A. Augustin  
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: CENTRALIA CITY COUNCIL

\_\_\_\_\_  
Jean Wuertzer, Mayor

Date: \_\_\_\_\_, 2012

ATTEST:

\_\_\_\_\_  
David Schueller  
City Clerk

STATE OF IOWA                    )  
COUNTY OF DUBUQUE        ) ss:

This instrument was acknowledged before me on \_\_\_\_\_, 2012 by Jean Wuertzer and David Schueller, as Mayor of the City of Centralia and City Clerk of Centralia, respectively.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: PEOSTA CITY COUNCIL

\_\_\_\_\_  
Dick Avenarius, Mayor

Date: \_\_\_\_\_, 2012

ATTEST: \_\_\_\_\_  
Karen Snyder  
City Clerk

STATE OF IOWA           )  
COUNTY OF DUBUQUE   ) ss:

This instrument was acknowledged before me on \_\_\_\_\_, 2012 by Dick Avenarius and Karen Snyder, as Mayor of the City of Peosta and City Clerk of Peosta, respectively.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IOWA

APPROVED BY: CENTRALIA CITY COUNCIL

\_\_\_\_\_  
Jean Wuertzer, Mayor

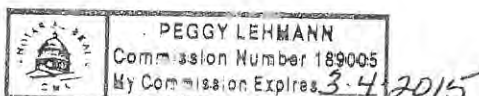
Date: 5/16/, 2012

ATTEST: \_\_\_\_\_  
David Schueller  
City Clerk

STATE OF IOWA           )  
COUNTY OF DUBUQUE   ) ss:

This instrument was acknowledged before me on May 16, 2012 by Jean Wuertzer and David Schueller, as Mayor of the City of Centralia and City Clerk of Centralia, respectively.

\_\_\_\_\_  
NOTARY PUBLIC FOR THE STATE OF IOWA





RESOLUTION # 46-2012

CITY OF ASBURY, IOWA

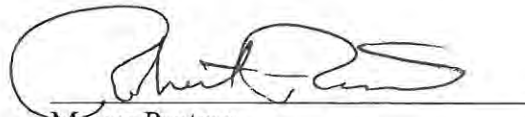
A RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF DUBUQUE, DUBUQUE COUNTY, THE CITY OF ASBURY, THE CITY OF PEOSTA, THE CITY OF CENTRALIA AND THE DUBUQUE SOIL AND WATER CONSERVATION DISTRICT FOR THE CATFISH CREEK WATERSHED AUTHORITY.

Be It Resolved by the City Council of the City of Asbury, Iowa:

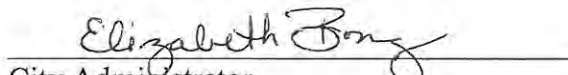
The City Council approves an agreement between the City of Dubuque, Dubuque County, City of Asbury, the City of Peosta, the City of Centralia and the Dubuque Soil and Water Conservation District for the Catfish Creek Watershed Authority.

The Mayor and City Clerk are authorized to sign the Agreement on behalf of the City of Asbury, Iowa.

Passed and approved this 22<sup>nd</sup> day of May, 2012.

  
Mayor Protem

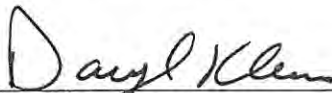
Attest:

  
City Administrator

RESOLUTION NUMBER 12-195

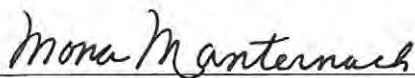
WHEREAS, Dubuque County has been presented with a 28E Agreement with the City of Dubuque, Dubuque County, the City of Asbury, the City of Peosta, the City of Centralia, and the Dubuque Soil and Water Conservation District for the Catfish Creek Watershed Authority.

NOW, THEREFORE BE IT RESOLVED that the Dubuque County Board of Supervisors approves and authorizes the Chairperson to sign the 28E Agreement with the City of Dubuque, Dubuque County, the City of Asbury, the City of Peosta, the City of Centralia, and the Dubuque Soil and Water Conservation District for the Catfish Creek Watershed Authority.



Daryl Klein, Chairperson  
Dubuque County Board of Supervisors

Attest:



Mona Manternach, Deputy County Auditor

CERTIFICATE OF CITY CLERK

-----X  
STATE OF IOWA

:           SS.  
COUNTY OF DUBUQUE

-----X

I, Karen Snyder, do hereby certify that I am the  
duly appointed, qualified and acting Clerk of the City of Peosta in the County  
aforesaid, and as such Clerk I have in my possession or have access to the records  
of the proceedings of the City Council. I do further state that the hereto attached  
Resolution 2012-35 is a correct copy of  
the original Resolution 2012-35  
approved and adopted by the City Council of the City of Peosta, Iowa, at a session  
held by said Council on the 26th day of June, 20 12.

In Testimony whereof, I hereunto set my hand and official seal.

Dated at Peosta, Iowa this 28th day of June, 20 12.

Karen Snyder  
City Clerk of Peosta, Iowa

## RESOLUTION 2012-35

### A RESOLUTION APPROVING THE 28E AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, DUBUQUE COUNTY, THE CITY OF ASBURY, THE CITY OF PEOSTA, THE CITY OF CENTRALIA, AND THE DUBUQUE SOIL AND WATER CONSERVATION DISTRICT FOR THE CATFISH CREEK WATERSHED AUTHORITY


WHEREAS, the City of Peosta has lands which drain surface water within the Catfish Creek Watershed, and;

WHEREAS, the City of Peosta desires to join with the City of Dubuque, Dubuque County, the City of Asbury, the City of Centralia, and the Dubuque Soil and Water Conservation District to plan, communicate, educate, and provide guidance for the Catfish Creek Watershed;

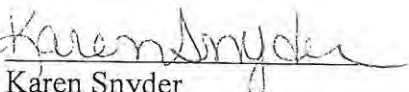
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Peosta:

1. That the City enter into a 28E Agreement, as attached to this Resolution, with the City of Dubuque, Dubuque County, the City of Asbury, the City of Centralia, and the Dubuque Soil and Water Conservation District for the Catfish Creek Watershed Authority, and
2. That the City Council appoints the Public Works Supervisor to serve as Director representing Peosta on the Watershed Authority Board, and
3. That the City Council authorizes the Mayor to execute the attached Agreement.

Passed and approved this 26th day of June, 2012.

  
Dick Avenarius, Mayor

Attest:

  
Karen Snyder  
City Clerk