STORY COUNTY CONSERVATION

Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Conservation Board

From: Michael D. Cox, Director

Date: October 12, 2020

Re: Consideration of Entering the Headwaters of the South Skunk River Watershed Management Authority

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A Watershed Management Authority was established in 2018 for the Headwaters of the South Skunk River. This WMA encompasses three HUC10 watersheds. They include: Headwaters South Skunk River, Keigley Branch-South Skunk River, and Drainage Ditch 71. The Keigley Branch South Skunk River is in Story, Boone, Hamilton and Hardin counties. The other HUC10s are in Hamilton County. As water recreation and water quality are paramount to the mission of the SCCB, membership will deepen collaborations and help SCCB achieve its mission.

Current members include: Cities of Ames, Randall, Roland, Story City, Hamilton County SWCD, Story County, and Story County SWCD. All remaining eligible political subdivisions have been invited to join.

It is expected that the WMA will submit a grant application to the DNR for a planning grant to conduct recruitment, develop a watershed plan, and conduct a education and outreach plan.

Staff urges your approval.

_____	_____
Approval	Disapproval
_____	_____
Date	Date

Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M511295

10/23/2018 3:30:48 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Story County, Iowa	County	Story
Party 2	City of Ames	City	Story
Party 3	City of Story City	City	Story
Party 4	City of Roland	City	Story
Party 5	City of Randall	City	Hamilton

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 560 (Code Number) Planning (Service Description)
(Enter only one Service Code and Description)

Item 3. The purpose of this agreement is: *(please be specific)*
To establish the Headwaters of the South Skunk River Watershed Management Authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved.

Item 4. The duration of this agreement is: *(check one)* ☐ Agreement Expires _____ [mm/dd/yyyy] ☑ Indefinite Duration

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*
☑ **NO**
☐ **YES** Filing # of the agreement: _____
(Use the filing number of the most recent version filed for this agreement)
The filing number of the agreement may be found by searching the 28E database at: http://sos.iowa.gov/28e.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Harter **FIRST** Name Leanne

Title County Outreach & Special Projects Department County Outreach & Special Projects

Email lharter@storycountyiowa.gov Phone 5153827247

Paul D. Pate
Secretary of State
State of Iowa

28E Agreement Additional Participants

FOR OFFICE USE ONLY:

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M511295

10/23/2018 3:30:48 PM

Item 1. The full legal name, organization type and county of each participant to this agreement are (continued):

	Full Legal Name	Organization Type	*County
Party 6	Story County Soil & Water Conservation District	Regional or District	Story
Party 7	Hamilton County Soil & Water Conservation District	Regional or District	Hamilton

*Enter "Other" if not in Iowa

DO NOT WRITE IN THE SPACE ABOVE – RESERVED FOR RECORDER
Prepared by Leanne Lawrie Harter, County Outreach and Special Projects Manager, 900 6th Street, Nevada, Iowa 50201 515-382-7247

Return to: Leanne Harter

Headwaters of the South Skunk River Watershed Management Authority Agreement Between Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, City of Kamrar, City of Blairsburg, City of Williams, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District

This Joint and Cooperative Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to the authority of the *Code of Iowa*, Chapter 28E on this 17th day of July, 2018 by and between Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, City of Kamrar, City of Blairsburg, City of Williams, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District. All entities shall be referred to hereinafter as the "Cooperators".

WHEREAS, *Code of Iowa* Section 466B authorizes two (2) or more political subdivisions, defined as including cities, counties and/or 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 Chapter 28E of the *Code of Iowa* 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 *Code of Iowa* Section 466B.23, 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, Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, City of Kamrar, City of Blairsburg, City of Williams, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District all deem establishment of the Headwaters of the South Skunk River Watershed Management Authority (the Authority), a

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Recording Fee: $ 0.00
Stacie Herridge, Recorder, Story County Iowa

watershed management authority encompassing all three Hydrologic Unit Code 10 (HUC 10) watersheds, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to *Code of Iowa* Chapter 28E for the purpose of establishing the Headwaters of the South Skunk River Watershed Management Authority to carry out watershed planning and improvements in the Headwaters of the South Skunk River Watershed.

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

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Counties of Story, Boone, Hamilton, and Hardin are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 331. Their respective addresses are:

Story County
900 Sixth Street
Nevada, Iowa 50201

Boone County
201 State Street
Boone, Iowa 50036

Hamilton County Courthouse
2300 Superior Street, Suite 3
Webster City, Iowa 50595

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

1.2 The Cities of Ames, Story City, Roland, Blairsburg, Ellsworth, Jewell, Kamrar, Williams, and Randall are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 364. Their respective addresses are:

City of Ames
515 Clark Avenue
Ames, Iowa 50010

City of Story City
504 Broad Street
Story City, Iowa 50248

City of Roland
202 East Ash Street/P.O. Box 288
Roland, Iowa 50236

City of Randall
Box 36
Randall, Iowa 50231

City of Blairsburg
PO Box 100
Blairsburg, IA 50034

City of Ellsworth
1528 DeWitt St.
Ellsworth, IA 50075

City of Jewell
701 Main St.
Jewell, IA 50130

City of Kamrar
PO Box 77
Kamrar, IA 50132

City of Williams
PO Box 7
Williams, IA 50271

1.3 The Soil and Water Conservation Districts of Story, Boone, Hardin, and Hamilton are each a governmental division of the State of Iowa as defined in *Code of Iowa* Section 161A.3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A.5(1). Their respective addresses are:

Story County SWCD
510 South 11th Street
Nevada, Iowa 50201

Boone County SWCD
1602 Snedden Drive
Boone, Iowa 50036

Hamilton County SWCD
1921 Superior Street
Webster City, IA 50595-3145

Hardin County SWCD
840 Brooks Road
Iowa Falls, Iowa 50126

SECTION 2. HEADWATERS OF THE SOUTH SKUNK RIVER WATERSHED BOUNDARY

The area within this Agreement are those lands draining to the South Skunk River above its confluence with Squaw Creek, and shall be known as the Headwaters of the South Skunk River Watershed Boundary. This Boundary is shown in Attachment A.

SECTION 3. PURPOSE.

3.1 The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully encourage, plan for, and implement watershed activities within the Headwaters of the South Skunk River Watershed, including but not limited to the following activities authorized pursuant to *Code of Iowa* Section 466B.23:

3.1.1 Assess the flood risks in the watershed.
3.1.2 Assess the water quality in the watershed.
3.1.3 Assess options for reducing flood risk and improving water quality in the watershed.
3.1.4 Monitor federal flood risk planning and activities.
3.1.5 Educate residents of the watershed area regarding water quality and flood risks.
3.1.6 Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
3.1.7 Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority. The Authority shall not acquire property by eminent domain.

SECTION 4. NO SEPARATE ENTITY CREATED.

4.1 It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers of any Cooperator be affected in any way beyond the terms of this Agreement.

4.2 A joint board of the Cooperators known as the Headwaters of the South Skunk River Watershed Management Authority Board (the Board) shall be responsible for coordinating watershed planning and improvements. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement.

4.3 Once established, the Board will develop governing bylaws.

SECTION 5. DURATION.

This Agreement shall be in effect in perpetuity until terminated pursuant to Section 13.

SECTION 6. POWERS AND DUTIES.

6.1 The parties to this Agreement shall retain all powers and duties conferred by law but shall work together in the exercise of such powers and the performance of this Agreement. These powers shall not be transferred to the Watershed Management Authority. Each party shall be responsible for:

6.1.1 identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Headwaters of the South Skunk River Watershed;

6.1.2 identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Headwaters of the South Skunk River Watershed;

6.1.4 participating in educational/outreach programs regarding water quality and flood risks;

6.1.5 identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the Headwaters of the South Skunk River Watershed;

6.1.6 providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Cooperators;

6.1.7 securing such financing, including grants, loans and the issuance of bonds of loan agreements, as determined by the respective party to be necessary or desirable to achieve the objectives of the agreement;

6.1.8 designing and bidding of projects;

6.1.9 administering contracts; and

6.1.10 observing construction.

SECTION 7. 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. It is agreed and understood by the parties hereto that no financial obligations upon any cooperator are intended to be created hereby.

No action to contribute funds by a Board member of the Authority is binding on the Cooperator that he or she represents without official approval by the governing body of that Cooperator. No Cooperator 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 Cooperator.

The Board will review each opportunity for funding or in-kind support. After review of the opportunity, a fiscal agent will be nominated. The fiscal agent would be a Cooperator or other organization meeting the fiscal agent standards outlined in the bylaws. Should no Cooperator or other organization accept the nomination of fiscal agent for the opportunity, the opportunity will not be considered.

SECTION 8. ENTIRE AGREEMENT.

This Agreement represents the entire understanding among the Cooperators and no Cooperator is relying on any representation or understanding which may have been made by another Cooperator and which is not included in this Agreement.

SECTION 9. SEVERABILITY/INVALIDITY.

If any term, provision or condition of this Agreement shall be determined to be invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the Cooperators to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

SECTION 10. GOVERNING LAW.

This Agreement shall by governed by and interpreted under the laws of the State of Iowa.

SECTION 11. AMENDMENTS.

11.1 This Agreement may be amended at any time by an affirmative vote of the majority of the governing bodies of all Cooperators. Any Cooperator desiring an amendment to this Agreement shall notify the other Cooperators of its desire, and the reasons for the request.

11.2 Such a request shall be in writing to the other governing bodies of the Cooperators, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.

11.3 If the request is agreed to by the other Cooperators, each Cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the Cooperator's governing body.

11.4 The Amendment shall take effect ten (10) days following receipt of the last such resolution by the other Cooperators. Amendments shall be filled and recorded as required by Section 16 hereof.

SECTION 12. ADDITIONAL COOPERATORS

12.1 A City, County, or Soil and Water Conservation District within the Headwaters of the South Skunk River Watershed who is not a Cooperator, may request, in writing to all Cooperators, to become a Cooperator.

12.2 Such a request shall be considered and decided by a 2/3 vote of the Board, and shall become effective when the new Party has signed the then-current Agreement pursuant to a resolution of its governing body and requisite filing with the Iowa Secretary of State and/or County Auditor has been accomplished.

SECTION 13. TERMINATION OF AGREEMENT.

This agreement shall terminate upon the mutual agreement of the governing bodies of all Cooperators in 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 dispersed consistent with the owner's direction. The governing body of each jurisdiction may individually terminate their participation in the agreement after providing the Authority a ninety (90) days' prior written notice of intent to terminate. Such termination shall be effective on the expiration of the ninety (90) days.

SECTION 14. EFFECTIVE DATE.

This Agreement shall take effect upon execution by the Cooperators as required by law, and filing with the Secretary of State in an electronic format.

SECTION 15. NOTICES.

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party designated to receive notice for each Cooperator as set forth in this Agreement. The effective date of any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified US Mail, return receipt

requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

Notices shall be delivered to the following persons at each Cooperator:

Story County: Chairperson, Story County Board of Supervisors
Story County Administration Building
900 Sixth Street
Nevada, Iowa 50201

Boone County: Chairperson, Boone County Board of Supervisors

Boone County Administration
201 State Street
Boone, Iowa 50036

Hardin County: Chairperson, Hardin County Board of Supervisors

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

Hamilton County: Chairperson, Hamilton County Board of Supervisors

Hamilton County Courthouse
2300 Superior Street, Suite 3
Webster City, Iowa 50595

Ames: Mayor, City of Ames
City Hall
515 Clark Avenue
Ames, Iowa 50010

Story City: Mayor, City of Story City
504 Broad Street
Story City, Iowa 50248

Roland: Mayor, City of Roland
202 East Ash Street/P.O. Box 288
Roland, Iowa 50236

Randall: Mayor, City of Randall
Box 36
Randall, Iowa 50231

Blairsburg: Mayor, City of Blairsburg
PO Box 100
Blairsburg, IA 50034

Ellsworth: Mayor, City of Ellsworth

1528 DeWitt St.
Ellsworth, IA 50075

Jewell: Mayor, City of Jewell
701 Main St.
Jewell, IA 50130

Kamrar: Mayor, City of Kamrar
PO Box 77
Kamrar, IA 50132

Williams: Mayor, City of Williams
PO Box 7
Williams, IA 50271

Story County Soil and Water Conservation District:

Chairperson, Story County SWCD
510 South 11th Street
Nevada, Iowa 50201

Boone County Soil and Water Conservation District:

Chairperson, Boone County SWCD
1602 Snedden Drive
Boone, Iowa 50036

Hamilton County Soil and Water Conservation District:

Chairperson, Hamilton County SWCD
1921 Superior Street
Webster City, IA 50595-3145

Hardin County Soil and Water Conservation District:

Chairperson, Hardin County SWCD
840 Brooks Road
Iowa Falls, Iowa 50126

SECTION 16. RECORDATION.

This Agreement shall be recorded pursuant to the requirements of *Code of Iowa*, Chapter 28E.

SECTION 17. ENTIRE AGREEMENT.

This Agreement and attachments attached hereto constitute the entire Agreement, among the Cooperators and supersedes or replaces any prior agreements among the Cooperators relating to its subject matter.

SECTION 17. ENTIRE AGREEMENT.

This Agreement and attachments attached hereto constitute the entire Agreement, among the Cooperators and supersedes or replaces any prior agreements among the Cooperators relating to its subject matter.

SECTION 18. NO WAIVER.

The waiver or acceptance by any Cooperator of a breach or violation of any provisions of this Agreement by another cooperator shall not operate as, or be construed to be, a waiver of any subsequent breach.

SECTION 19. NO ASSIGNMENT OR DELEGATION.

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside party without the prior written consent of all the Cooperators.

SECTION 20. AUTHORITY AND AUTHORIZATION.

Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement, and that this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with the terms of the Agreement.

SECTION 21. HEADINGS AND CAPTIONS.

The paragraph headings and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

SECTION 22. COUNTERPARTS.

The Cooperators agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

Dated this 17th day of July, 2018.

STORY COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

NOT PARTICIPATING
AT THIS TIME

Dated this _____ day of _____, 2018.

BOONE COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

NOT PARTICIPATING
AT THIS TIME

Dated this _____ day of _____, 2018.

HAMILTON COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this _____ day of _____, 2018.

NOT PARTICIPATING AT THIS TIME

HARDIN COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this 2ND day of AUGUST, 2018.

AMES, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM
BY _____
JANE CHANG
ASSISTANT CITY ATTORNEY

Dated this 7th day of August, 2018.

STORY CITY, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this 6th day of July, 2018.

ROLAND, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this 11 day of September, 2018.

RANDALL, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

NOT PARTICIPATING
AT THIS TIME

Dated this _____ day of _____, 2018.

BLAIRSBURG, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

NOT PARTICIPATING
AT THIS TIME

Dated this _____ day of _____, 2018.

KAMRAR, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

NOT PARTICIPATING
AT THIS TIME

Dated this _____ day of _____, 2018.

JEWELL, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

NOT PARTICIPATING
AT THIS TIME

Dated this _____ day of _____, 2018.

ELLSWORTH, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

NOT PARTICIPATING
AT THIS TIME

Dated this _____ day of _____, 2018.

WILLIAMS, IOWA

BY: _____
Mayor

ATTEST: _____
City Clerk

Dated this 10 day of July, 2018.

STORY COUNTY SOIL AND WATER CONSERVATION DISTRICT
STORY COUNTY, IOWA

BY: Jerald Fitzgerald
Chairperson

ATTEST: Jayne C. Arial
Secretary

Dated this _____ day of _____, 2018.

NOT PARTICIPATING AT THIS TIME

BOONE COUNTY SOIL AND WATER CONSERVATION DISTRICT
BOONE COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Dated this 20th day of August, 2018.

HAMILTON COUNTY SOIL AND WATER CONSERVATION DISTRICT
HAMILTON COUNTY, IOWA

BY: Linda Prusmann
Chairperson

ATTEST: Kim Olsen
Secretary

NOT PARTICIPATING AT THIS TIME

Dated this _____ day of _____, 2018.

HARDIN COUNTY SOIL AND WATER CONSERVATION DISTRICT
HARDIN COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Dated this _____ day of _____, 2020.

STORY COUNTY CONSERVATION BOARD
STORY COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary