

**CITY OF STORM LAKE  
LAKE IMPROVEMENT COMMISSION  
CITY HALL - COUNCIL CHAMBERS  
OCTOBER 21, 2025  
4:00 PM**



PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**AGENDA**

**Access to the official meeting can also be done through the following ways:**

**BY TELEPHONE**

Dial: 1-312-626-6799 or toll-free 1-888 475-4499

Zoom Meeting ID: 839 7841 7773

**BY COMPUTER:**

<https://us06web.zoom.us/j/83978417773>

**Open the Meeting**

- **Call to Order**

**A. Consideration of Changes in Agenda and Setting the Agenda**

**B. New Business**

1. Motion To Approve September 29, 2025, LIC Minutes
2. LIC Insurance
3. Motion to approve 28E Agreement

**C. Adjourn**

**Meeting Protocol**

If you wish to speak today, please:

1. To speak on an agenda item, please approach the podium when that agenda item is called, and upon recognition by the Mayor, identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda, please approach the podium under the "Hear the Public" agenda item, and upon recognition by the Mayor, identify yourself by stating your name and address.
3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting, including but not limited to translation services, hearing assistance, or accessibility, please contact the City Clerk at least four (4) hours prior to the start of the meeting.

**Staff Summary**

**10/21/2025**  
**Agenda Item # B.1.**



PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:**

**FROM:** Mayra Martinez, City Clerk

**SUBJECT:** Motion To Approve September 29, 2025, LIC Minutes

**BACKGROUND:**

**FISCAL IMPACT:**

**RECOMMENDATION:** Approve the September 29, 2025 Minutes

**ATTACHMENTS:**

1. 09292025 LIC Minutes

**CITY OF STORM LAKE, LAKE IMPROVEMENT COMMISSION (LIC), CITY HALL COUNCIL CHAMBERS, SEPTEMBER 29, 2025, 4:00 PM**

Present: Commission Members: Meg McKeon (City of Storm Lake), Kathy Croker (Buena Vista County), Doug White (City of Lakeside) Dan Hartman (Buena Vista County), Ryan Mohr (LPA), John Armstrong (LPA), and Michael Porsch (City of Storm Lake),  
Open the Meeting Staff Present: City Manager Keri Navratil, Assistant City Manager David Derragon, Communications Coordinator Dana Larsen, Finance Director Tyler Gibbins, and City Clerk Mayra Martinez.

No media Present

Chair McKeon called the meeting to order at 4:00 PM.

**Agenda** - Moved by Commissioner Porsch to approve setting the agenda as presented. Seconded by Commission Armstrong. Roll call vote: All ayes. Motion carried.

New Business

**Minutes** - Moved by Commissioner Armstrong to approve to Approve July 28, 2025, LIC Minutes with the amendment of removing Porsch from attending the July meeting. Seconded by Commissioner Mohr. Roll call vote: All ayes. Motion carried.

**Aquatic Vegetation Management Plan** - Moved by Commissioner Mohr to approve Storm Lake Aquatic Vegetation Management Plan. Seconded by Mayor Porsch. Roll call vote: All ayes. Motion carried.

**28E Agreement** - Moved by Commissioner Croker to Table Motion to approve 28E Agreement for additional information to be added to the agreement. Seconded by Mayor Porsch. Roll call vote: All ayes. Motion carried.

**Financial Report** - Moved by Commissioner Porsch to approve Financial Report September 2025. Seconded by Commissioner Mohr. Roll call vote: All ayes. Motion carried.

Next LIC meeting will be Tuesday, October 21, 2025, at 4:00 pm

**Adjourn** – Moved by Commission Mohr to adjourn at 4:46 p.m. Seconded by Commission Armstrong. Roll call vote: All ayes. Motion carried.

---

Meg McKeon, Chair

ATTEST:

---

Mayra A. Martinez, City Clerk

**Staff Summary**

**10/21/2025**  
**Agenda Item # B.2.**



PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:** Honorable Mayor & Council

**FROM:** Tyler Gibbins, Finance Director

**SUBJECT:** **LIC Insurance**

**BACKGROUND:** Lake Improvement Commission insurance agent, Michael Pertzborn, will provide an update of the insurance for the LIC.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:** N/A

**ATTACHMENTS:**  
None

**Staff Summary**

**10/21/2025**  
**Agenda Item # B.3.**



PO Box 1086  
Storm Lake, IA 50588  
p (712) 732-8000  
f (712) 732-4114

**REPORT TO:**

**FROM:** Keri Navratil, City Manager

**SUBJECT:** Motion to approve 28E Agreement

**BACKGROUND:** The Lake Improvements Commission will consider 28 E Agreements.

**FISCAL IMPACT:** N/A

**RECOMMENDATION:**

**ATTACHMENTS:**

- 1. LIC 28E agreement KN EDITED 10-02-25
- 2. 28E Converted to Word

**JOINT AGREEMENT**

**Lake Improvements Commission**

The following Articles of Agreement hereby govern the operation of the Lake Improvements Commission.

**ARTICLE I.**

**Name**

The official name of this Commission is the Lake Improvements Commission.

**ARTICLE II.**

**Legal Status**

Section 1. Legal Status. This Committee is a voluntary joint undertaking pursuant to the provisions of Chapter 28E of the 2001 Code of Iowa ( and all acts amendatory Thereto) by the City of Storm Lake, Iowa (a municipal corporation), the City of Lakeside, Iowa (a municipal corporation), Buena Vista County, Iowa (a municipal corporation) and the Lake Preservation Association For Storm Lake, Inc (an Iowa nonprofit corporation).

Section 2. Intent. It is the intention of the parties herein that this Commission which is set up for the purposes set forth hereafter represents a joint cooperative effort of each of the entities joined in this undertaking, and that the Commission is a separate legal entity.

Section 3. History. The original 28E Agreement was filed on August 28, 2009 Filing Number M502784

**ARTICLE III.**

**Commencement Of Operations**

The operations of the Lake Improvements Commission commenced on or about October 15, 2002. At that time, an executed copy of this Agreement was filed with the Secretary of State and recorded with the County Recorder of Buena Vista County, Iowa.

## **ARTICLE IV.**

### **Purpose**

Section 1. Purpose of Agreement. The purpose of this Agreement is to guide operation of the Lake Improvements Commission, to set forth a Board of Directors to govern the Commission, to provide for the financing of the operations of the Commission, and to specify which decisions must be made by the Commission and which may be delegated to the City Manager responsible for administrating the work of the Commission.

### **Section 2. Purpose of the Lake Improvements Commission.**

- A. Water Quality/ Watershed Projects. Lake Improvements Commission purpose shall be to identify and promote water quality/watershed projects in the vicinity of the lake and lakefront of Storm Lake for the purpose of improving the water quality of the lake and for the purpose of minimizing the re-accumulation of silt in the lake to the greatest extent possible.
  
- B. Lake Vegetation Management. The Lake Improvements Commission with direction from the Iowa Department of Natural Resources shall be to approve a vegetation management plan.

## **ARTICLE V.**

### **Board of Directors**

Section 1. Board of Directors. The control and direction of the Lake Improvement Commission is hereby vested in the Board of Directors as herein established except as otherwise set forth in these Articles. Each director as set out hereafter shall be entitled to one vote.

The Board of Directors shall be appointed as follows: Two (2) members shall be appointed by the Mayor of Storm Lake with the consent of the Storm Lake City Council and such members shall either be the Mayor and/or Council Members of the City of Storm Lake; one (1) member shall be appointed by the Mayor of Lakeside with the consent from the Lakeside City Council and such member shall either be the Mayor or a Council Member of the City of Lakeside; two (2) members shall be appointed by the Chairman of the Buena Vista County Board of Supervisors with the consent of the Board and the members appointed shall be members of the Buena Vista County Board of Supervisors; two (2) members shall be appointed by the President of the Lake Preservation Association For Storm Lake, Inc. with the consent of the Board of Directors and such members shall be an officer and/or director of the corporation.

Each of the appointing officers or entities may, in their respective discretion, appoint an alternate director in the event of that director's absence or temporary inability to serve. A

director's term shall be for four (4) years and shall terminate August 31 of the final year of the term. In the event that a Commission member ceases to serve as an officer or director of the entity from which the members was appointed, or if the Commission member should resign or die, the position of that director shall be deemed vacant and the entity responsible for appointing that director shall appoint a successor director to complete the balance of the term of the directorship which is vacant as provided herein.

Section 2. Chairman and Vice Chairman. The Board of Directors shall elect from its voting membership a chairman and a vice chairman, who shall serve for a period of one year or until their successors are elected, or until such time as the said chairman or vice chairman shall no longer qualify as a director, at which time the then remaining members of said Board of Directors shall elect a new chairman and/ or vice chairman.

Section 3. Secretary-Treasurer. The City Clerk for the City of Storm Lake or his or her designee shall act as secretary - treasurer for the Commission.

Section 4. Meetings. The Board of Directors shall meet no less than two times per year, and at such other times as the chairman and/ or vice chairman shall call such meetings of the Board.

Section 5. Employees. The Commission itself shall not have employees. The administration and work of the Commission shall be as set forth in Article VIII.

Section 6. Quorum. A majority of the voting membership of the Board of Directors appointed as set forth above shall constitute a quorum for the conduct of business of the Lake Improvements Commission.

## **ARTICLE VI.**

### **Powers And Duties**

Section 1. Powers and Duties. The Lake Improvements Commission shall have the power to do all tasks necessary to carry out the stated purposes insofar as the same are not in conflict with any of the existing laws within in the State of Iowa, and subject to the limitations relating to employees contained in Article VII.

A. The duties of this Commission shall include the adoption by the Board of Directors of such bylaws as shall be necessary for the proper operation of this Commission, and the providing of members of the Commission with copies of said bylaws.

B. The Commission will, as necessary, determine how any undesignated funds will be allocated. The Commission shall approve all contracts with independent contractors.

C. The Commission shall approve the Vegetation Management Plan provided to the Iowa Department of Natural Resources.

D. The Commission shall also be responsible for pursuing possible funding of the various projects proposed by the Commission including voluntary contributions, grants from governmental entities or private foundations, and/ or requesting funding from the government entities that are parties to this Agreement.

## **ARTICLE VII.**

### **Administration**

Section 1. The Storm Lake City Manager is hereby appointed to administer the business affairs of the Lake Improvements Commission. The City Manager be responsible for administering all contracts entered into by the Commission and may sign contracts which have been authorized by the Commission on behalf of the Commission. The Storm Lake City Manager shall further prepare, when requested, financial statements which show the financial resources and liabilities of the Commission and shall propose an annual budget on a calendar year basis for conducting and implementing the projects approved by the Commission.

Section 2. Financial Controls. The Storm Lake City Clerk is hereby designated as the treasurer for the Lake Improvements Commission and shall disperse funds on behalf of the Commission. The parties specifically agree that the City Clerk of the City of Storm Lake shall receive and hold on behalf of the Commission all funds designated for payment to the Commission by any of the governmental entities which are parties to this Agreement. all funds received as contributions by the Lake Preservation Association for Storm Lake, Inc. from its members which the Board of Directors of the Lake Preservation Association determines shall be dedicated to the projects of this Commission, and all funds received as grants from governmental entities or private foundations which are designated for the Lake Storm Lake preservation project, whether those grants have been applied for in the name of the Lake Improvements Commission, or in the name of one of the parties to this Agreement. All funds received by the Clerk shall be held in accounts in the name of the Commission which are segregated from the funds of the City of Storm Lake and the Clerk shall further segregate those funds into accounts for funds which were dedicated specifically for water quality/watershed projects, funds which were designated specifically for vegetation management projects, and undesignated funds. Any interest earned from the Lake Improvements Commission accounts shall be retained in said Lake Improvements Commission accounts for use by the Commission. The Commission may request an audit of Commission accounts at times determined by the Commission, with the expense of such audit to be paid from Commission funds.

Section 3. Employees. To the extent that the Commission determines that it desires to implement its projects directly rather than contracting with third parties to implement the projects, the employees necessary to implement the projects will be hired by the City of Storm

Lake and will be for all purposes considered to be employees of Storm Lake. The City Manager for the City of Storm Lake shall have the sole authority to hire and fire those employees. All costs of compensation for such employees, including the costs of any benefits to which those employees shall be entitled, and the cost of any employment taxes paid on behalf of those employees, shall be reimbursed to the City of Storm Lake from the funds of the Lake Improvements Commission held by the City Clerk on behalf of the Lake Improvements Commission. To the extent that any existing supervisor of the City of Storm Lake is assigned the responsibility for supervising such employees, the Storm Lake City Manager shall recommend, and the Commission shall approve, an appropriate percentage of that supervisor's compensation and benefits which shall be reimbursed from Commission funds.

## **ARTICLE VIII.**

### **Dedication of Resources**

Section 1. Dredge System. Earlier in its history, the Commission played a leadership role in a dredging project on the lake, between 2002-2017. Buena Vista County purchased the dredge to be made available to the Commission and its agents. The county was responsible for insuring the dredge against casualty loss. The Commission was responsible for cost of repairs and maintenance of dredging equipment during the project. The dredge was ultimately sold by Buena Vista County at the completion of the project.

Section 2. Former Spoil Site. The City of Storm Lake purchased the Northwest Quarter NW/ 4) of Section Twelve (12), Township Ninety (90) North, Range Thirty -Seven (37) West of the 5th P.M. as an appropriate spoil site for use in connection with the dredging of the lake. The City of Storm Lake agreed that the land would be available for such purpose by the Commission for the duration of the dredging project, or until filled to capacity. The City retains ownership of the land it purchased, with rights for future development.

The Lakes Improvement Commission purchased 12-90-37 Storm Lake Corp Hayes S 1800' Of W 900' In W 1/2 NE, 12-90-37 Storm Lake Corp Hayes W 900' NW SE, and 12-90-37 Storm Lake Corp Hayes NE SW as appropriate spoil site for use in connection with dredging of the lake. The Lakes Improvement Commission agreed that the land would be available for the dredging project, or until filled to capacity. The Lakes Improvement Commission retains ownership of the land, with rights for future development.

Section 3. Other Assets. Except as otherwise provided in this Agreement, all assets acquired with Commission funds shall be considered assets of the Commission as a corporate entity.

## **ARTICLE IX.**

## **Funding**

Section 1. Buena Vista County. As of this date, Buena Vista County makes no commitment to provide additional funds, as no dredging or other operation is currently occurring.

Section 2. City of Storm Lake. As of this date, the City of Storm Lake makes no commitment to provide additional funds, as no dredging or other operation is currently occurring.

Section 3. City of Lakeside. As of this date, the City of Lakeside makes no commitment to provide additional funds, as no dredging or other operation is currently occurring.

Section 4. Lake Preservation Association for Storm Lake, Inc. As of this date, the Lake Preservation Association makes no commitment to provide additional funds, as no dredging or other operation is currently occurring. The Lake Preservation Association may continue to seek voluntary contributions for projects at its discretion.

Section 5. Future Funding. The parties all acknowledge that additional lake improvements efforts may be needed in the future, requiring funding considerations. In that event, the long-term success of the Commission will be dependent upon receiving the funds necessary to cover the cost of proposed projects.

## **ARTICLE X.**

### **Membership**

Section 1. General. The parties to the Agreement shall constitute its membership. Benefits of the membership shall include the economic advantage of a joint and concerted effort to preserve and improve Lake Storm Lake for the benefit of all of the parties.

Section 2. Duration of Membership. A member of this Commission shall continue its membership herein until such time as the member terminates its membership, as hereinafter provided; or the Commission is dissolved as hereinafter provided.

Section 3. Membership Termination. The membership of an individual party to this Agreement may be withdrawn from this Commission in the following manner

A. Membership shall be terminated when the governing party of the member adopts a resolution withdrawing from the Commission. A copy of said resolution, bearing the signature of the Chairman, Mayor or President thereof, shall be sent to the Chairman of the Commission.

B. Withdrawal of a member from the membership of this Commission shall be effective upon receipt of the resolution by the Chairman of the Commission.

C. Termination of membership by a member shall not relieve that member of its obligation to pay any amount previously pledged toward the operations of the Commission to the extent such amount is then unpaid.

C. Termination of membership of any party authorized to appoint a director or directors in that parties sole discretion shall also effect a termination of that particular director's or directors' position effective at such time as the parties' membership terminates.

## **ARTICLE XI.**

### **Insurance**

During the period of operation of the Commission and for so long as necessary after the completion of dredging until all spoil sites are returned to farming or other suitable uses other than as a spoil site, the Commission shall purchase and maintain General Liability insurance covering all operations of the Commission in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the Commission as the principal insured and each of the parties to this Agreement as an additional insured. During this same period, the Commission may purchase Public Officials Liability Insurance on behalf of its Board of Directors in such amount as the Board may direct. The Commission shall purchase casualty and other forms of insurance as circumstances may warrant.

## **ARTICLE XII.**

### **Dissolution**

This Agreement and the Commission herein created may be dissolved at any time with the unanimous vote of the membership. A party which is a governmental body may not vote for dissolution until its respective Board or Council shall pass a resolution supporting the dissolution of the Commission. The Commission shall not be dissolved when there remains any indebtedness incurred by such Commission until such indebtedness is paid. Upon such a dissolution, all assets of this Commission shall be liquidated and the net proceeds obtained therefrom shall be distributed to one or more of the parties in such amounts as the Commission shall agree, or alternatively, to another nonprofit tax exempt entity involved in projects similar in purpose to the purposes previously set forth for this Commission. The spoil site land described in Article IX, Section 2, including any additional land purchased by the City with City funds, shall, at all times, remain titled in and be the property of the City of Storm Lake. Any auxiliary equipment purchased with funds provided by the City of Storm Lake shall not be considered an asset of the Commission and shall be returned to the City.

**ARTICLE XIII.**

**Amendments**

The terms of these Articles of Agreement may be amended by a three-fourths vote of the Board of Directors at any regular meeting, provided that each individual member thereof shall have been mailed a copy of said proposed Amendment at least 30 days prior to the date action is proposed to be taken upon the Amendment.

**ARTICLE XIV.**

**Severability**

If any of the provisions of these Articles of Agreement, or the application thereof to any person or circumstance are held to be invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of these Articles are deemed and declared to be severable. Governmental entities which are parties to this Agreement certify that they execute this Agreement pursuant to authority granted by resolution from their respective governmental bodies.

Dated this 29<sup>th</sup> day of September, 2025

CITY OF STORM LAKE, IOWA

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

ATTEST:

\_\_\_\_\_  
City Clerk

BUENA VISTA COUNTY  
BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
County Auditor

CITY OF LAKESIDE, IOWA

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

ATTEST:

\_\_\_\_\_  
City Clerk

LAKE PRESERVATION ASSOCIATION  
FOR STORM LAKE, INC.

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

## **JOINT AGREEMENT**

### **Lake Improvements Commission**

The following Articles of Agreement hereby govern the operation of the Lake Improvements Commission.

#### **ARTICLE I.**

##### **Name**

The official name of this Commission is the Lake Improvements Commission.

#### **ARTICLE II.**

##### **Legal Status**

Section 1. Legal Status. This Committee is a voluntary joint undertaking pursuant to the provisions of Chapter 28E of the 2001 Code of Iowa ( and all acts amendatory thereto) by the City of Storm Lake, Iowa (a municipal corporation), the City of Lakeside, Iowa (a municipal corporation), Buena Vista County, Iowa (a municipal corporation) and the Lake Preservation Association For Storm Lake, Inc (an Iowa nonprofit corporation).

Section 2. Intent. It is the intention of the parties herein that this Commission which is set up for the purposes set forth hereafter represents a joint cooperative effort of each of the entities joined in this undertaking, and that the Commission is a separate legal entity.

Section 3. History. The original 28E Agreement was filed with the Iowa Secretary of State on August 28, 2009, Filing Number M502784.

#### **ARTICLE III.**

##### **Commencement Of Operations**

The operations of the Lake Improvements Commission commenced on or about October 15, 2002. At that time, an executed copy of this Agreement was filed with the Secretary of State and recorded with the County Recorder of Buena Vista County, Iowa.

**ARTICLE IV.**

**Duration**

The duration and existence of this Commission shall be perpetual, unless terminated or dissolved as hereinafter provided.

**ARTICLE V.**

**Purpose**

Section 1. Purpose of Agreement. The purpose of this Agreement is to guide operation of the Lake Improvements Commission, to set forth a Board of Directors to govern the Commission, to provide for the financing of the operations of the Commission, and to specify which decisions must be made by the Commission and which may be delegated to the City Manager responsible for administrating the work of the Commission.

Section 2. Purpose of the Lake Improvements Commission.

- A. Water Quality/ Watershed Projects. Lake Improvements Commission purpose shall be to identify and promote water quality/watershed projects in the vicinity of the lake and lakefront of Storm Lake for the purpose of improving the water quality of the lake and for the purpose of minimizing the re-accumulation of silt in the lake to the greatest extent possible.
- B. Lake Vegetation Management. The Lake Improvements Commission with direction from the Iowa Department of Natural Resources shall be to approve a vegetation management plan.

**ARTICLE VI.**

**Board of Directors**

Section 1. Board of Directors. The control and direction of the Lake Improvement Commission is hereby vested in the Board of Directors as herein established except as otherwise set forth in these Articles. Each director as set out hereafter shall be entitled to one vote.

The Board of Directors shall be appointed as follows: Two (2) members shall be appointed by the Mayor of Storm Lake with the consent of the Storm Lake City Council and such members shall either be the Mayor and/or Council Members of the City of Storm Lake; one (1) member shall be appointed by the Mayor of Lakeside with the consent from the Lakeside City Council and such member shall either be the Mayor or a Council Member of the City of Lakeside; two (2) members shall be appointed by the Chairman of the Buena Vista County Board of Supervisors with the consent of the Board and the members appointed shall be members of the Buena Vista County Board of Supervisors; two (2) members shall be appointed by the President of the Lake

Preservation Association For Storm Lake, Inc. with the consent of the Board of Directors and such members shall be an officer and/or director of the corporation.

Each of the appointing officers or entities may, in their respective discretion, appoint an alternate director in the event of that director's absence or temporary inability to serve. A director's term shall be for four (4) years and shall terminate August 31 of the final year of the term. In the event that a Commission member ceases to serve as an officer or director of the entity from which the members was appointed, or if the Commission member should resign or die, the position of that director shall be deemed vacant and the entity responsible for appointing that director shall appoint a successor director to complete the balance of the term of the directorship which is vacant as provided herein.

Section 2. Chairman and Vice Chairman. The Board of Directors shall elect from its voting membership a chairman and a vice chairman, who shall serve for a period of one year or until their successors are elected, or until such time as the said chairman or vice chairman shall no longer qualify as a director, at which time the then remaining members of said Board of Directors shall elect a new chairman and/ or vice chairman.

Section 3. Secretary-Treasurer. The City Clerk for the City of Storm Lake or his or her designee shall act as secretary - treasurer for the Commission.

Section 4. Meetings. The Board of Directors shall meet no less than two times per year, and at such other times as the chairman and/ or vice chairman shall call such meetings of the Board.

Section 5. Employees. The Commission itself shall not have employees. The administration and work of the Commission shall be as set forth in Article VIII.

Section 6. Quorum. A majority of the voting membership of the Board of Directors appointed as set forth above shall constitute a quorum for the conduct of business of the Lake Improvements Commission.

## **ARTICLE VII.**

### **Powers And Duties**

Section 1. Powers and Duties. The Lake Improvements Commission shall have the power to do all tasks necessary to carry out the stated purposes insofar as the same are not in conflict with any of the existing laws within in the State of Iowa, and subject to the limitations relating to employees contained in Article VII.

- A. The duties of this Commission shall include the adoption by the Board of Directors of such bylaws as shall be necessary for the proper operation of this Commission, and the providing of members of the Commission with copies of said bylaws.

- B. The Commission will, as necessary, determine how any undesignated funds will be allocated. The Commission shall approve all contracts with independent contractors.
- C. The Commission shall approve the Vegetation Management Plan provided to the Iowa Department of Natural Resources.
- D. The Commission shall also be responsible for pursuing possible funding of the various projects proposed by the Commission including voluntary contributions, grants from governmental entities or private foundations, and/or requesting funding from the government entities that are parties to this Agreement.

## **ARTICLE VIII.**

### **Administration**

Section 1. The Storm Lake City Manager is hereby appointed to administer the business affairs of the Lake Improvements Commission. The City Manager shall be responsible for administering all contracts entered into by the Commission and may sign contracts which have been authorized by the Commission on behalf of the Commission. The Storm Lake City Manager shall further prepare, when requested, financial statements which show the financial resources and liabilities of the Commission and shall propose an annual budget on a calendar year basis for conducting and implementing the projects approved by the Commission.

Section 2. Financial Controls. The Storm Lake City Clerk is hereby designated as the treasurer for the Lake Improvements Commission and shall disperse funds on behalf of the Commission. The parties specifically agree that the City Clerk of the City of Storm Lake shall receive and hold on behalf of the Commission all funds designated for payment to the Commission by any of the governmental entities which are parties to this Agreement, all funds received as contributions by the Lake Preservation Association for Storm Lake, Inc. from its members which the Board of Directors of the Lake Preservation Association determines shall be dedicated to the projects of this Commission, and all funds received as grants from governmental entities or private foundations which are designated for the Lake Storm Lake preservation project, whether those grants have been applied for in the name of the Lake Improvements Commission, or in the name of one of the parties to this Agreement. All funds received by the Clerk shall be held in accounts in the name of the Commission which are segregated from the funds of the City of Storm Lake and the Clerk shall further segregate those funds into accounts for funds which were dedicated specifically for water quality/watershed projects, funds which were designated specifically for vegetation management projects, and undesignated funds. Any interest earned from the Lake Improvements Commission accounts shall be retained in said Lake Improvements Commission accounts for use by the Commission. The Commission may request an audit of Commission accounts at times determined by the Commission, with the expense of such audit to be paid from Commission funds.

Section 3. Employees. To the extent that the Commission determines that it desires to implement its projects directly rather than contracting with third parties to implement the projects, the employees necessary to implement the projects will be hired by the City of Storm Lake and will be for all purposes considered to be employees of Storm Lake. The City Manager for the City of Storm Lake shall have the sole authority to hire and fire those employees. All costs of compensation for such employees, including the costs of any benefits to which those employees shall be entitled, and the cost of any employment taxes paid on behalf of those employees, shall be reimbursed to the City of Storm Lake from the funds of the Lake Improvements Commission held by the City Clerk on behalf of the Lake Improvements Commission. To the extent that any existing supervisor of the City of Storm Lake is assigned the responsibility for supervising such employees, the Storm Lake City Manager shall recommend, and the Commission shall approve, an appropriate percentage of that supervisor' s compensation and benefits which shall be reimbursed from Commission funds.

## **ARTICLE IXVIII.**

### **Dedication of Resources**

Section 1. Dredge System. Earlier in its history, the Commission played a leadership role in a dredging project on the lake, between 2002-2017. Buena Vista County purchased the dredge to be made available to the Commission and its agents. The county was responsible for insuring the dredge against casualty loss. The Commission was responsible for cost of repairs and maintenance of dredging equipment during the project. The dredge was ultimately sold by Buena Vista County at the completion of the project.

Section 2. Former Spoil Site. The City of Storm Lake purchased the Northwest Quarter NW<sup>1</sup>/<sub>4</sub> of Section Twelve (12), Township Ninety (90) North, Range Thirty -Seven (37) West of the 5th P.M. as an appropriate spoil site for use in connection with the dredging of the lake. The City of Storm Lake agreed that the land would be available for such purpose by the Commission for the duration of the dredging project, or until filled to capacity. The City retains ownership of the land it purchased, with rights for future development.

Section 3. Spoil Site. The Lakes Improvement Commission purchased the Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) together with the West nine hundred feet (W. 900') of the Northwest Quarter of the Southeast Quarter (NW ¼ SE ¼), also together with the South Eighteen Hundred Feet (S 1800') of the West Nine Hundred Feet (W 900') of the West Half of the Northeast Quarter (W ½ NE ¼), all in Section 12, Township 90 North, Range 37 West of the 5th P.M., Buena Vista County, Iowa, 12-90-37 Storm Lake Corp Hayes S 1800' Of W 900' In W 1/2 NE, 12-90-37 Storm Lake Corp Hayes W 900' NW SE, and 12-90-37 Storm Lake Corp Hayes NE-SW as an appropriate spoil site for use in connection with the dredging of the lake. The Lakes Improvement Commission agreed that the land would be available for the dredging project,

or until filled to capacity. The Lakes Improvement Commission retains ownership of the land, with rights for future development.

Section 43. Other Assets. Except as otherwise provided in this Agreement, all assets acquired with Commission funds shall be considered assets of the Commission as a corporate entity.

## **ARTICLE IX.**

### **Funding**

Section 1. Buena Vista County. As of this date, Buena Vista County makes no commitment to provide additional funds, as no dredging or other operation is currently occurring.

Section 2. City of Storm Lake. As of this date, the City of Storm Lake makes no commitment to provide additional funds, as no dredging or other operation is currently occurring.

Section 3. City of Lakeside. As of this date, the City of Lakeside makes no commitment to provide additional funds, as no dredging or other operation is currently occurring.

Section 4. Lake Preservation Association for Storm Lake, Inc. As of this date, the Lake Preservation Association makes no commitment to provide additional funds, as no dredging or other operation is currently occurring. The Lake Preservation Association may continue to seek voluntary contributions for projects at its discretion.

Section 5. Future Funding. The parties all acknowledge that additional lake improvements efforts may be needed in the future, requiring funding considerations. In that event, the long-term success of the Commission will be dependent upon receiving the funds necessary to cover the cost of proposed projects.

## **ARTICLE XI.**

### **Membership**

Section 1. General. The parties to the Agreement shall constitute its membership. Benefits of the membership shall include the economic advantage of a joint and concerted effort to preserve and improve Lake Storm Lake for the benefit of all of the parties.

Section 2. Duration of Membership. A member of this Commission shall continue its membership herein until such time as the member terminates its membership, as hereinafter provided; or the Commission is dissolved as hereinafter provided.

Section 3. Membership Termination. The membership of an individual party to this Agreement may be withdrawn from this Commission in the following manner

- A. Membership shall be terminated when the governing party of the member adopts a resolution withdrawing from the Commission. A copy of said resolution, bearing the signature of the Chairman, Mayor or President thereof, shall be sent to the Chairman of the Commission.
- B. Withdrawal of a member from the membership of this Commission shall be effective upon receipt of the resolution by the Chairman of the Commission.
- C. Termination of membership by a member shall not relieve that member of its obligation to pay any amount previously pledged toward the operations of the Commission to the extent such amount is then unpaid.
- D. Termination of membership of any party authorized to appoint a director or directors in that party's ~~ies~~ sole discretion shall also effect a termination of that particular director's or directors' position effective at such time as the parties' membership terminates.

## **ARTICLE XII.**

### **Insurance**

During the period of operation of the Commission and for so long as necessary after the completion of dredging until all spoil sites are returned to farming or other suitable uses other than as a spoil site, the Commission shall purchase and maintain General Liability insurance covering all operations of the Commission in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the Commission as the principal insured and each of the parties to this Agreement as an additional insured. During this same period, the Commission **may** purchase Public Officials Liability Insurance on behalf of its Board of Directors in such amount as the Board may direct. The Commission shall purchase casualty and other forms of insurance as circumstances may warrant.

## **ARTICLE XIII.**

### **Dissolution**

This Agreement and the Commission herein created may be dissolved at any time with the unanimous vote of the membership. A party which is a governmental body may not vote for dissolution until its respective Board or Council shall pass a resolution supporting the dissolution of the Commission. The Commission shall not be dissolved when there remains any indebtedness incurred by such Commission until such indebtedness is paid. Upon such a dissolution, all assets

of this Commission shall be liquidated and the net proceeds obtained therefrom shall be distributed to one or more of the parties in such amounts as the Commission shall agree, or alternatively, to another nonprofit tax exempt entity involved in projects similar in purpose to the purposes previously set forth for this Commission. The spoil site land described in Article IX, Section 2, including any additional land purchased by the City with City funds, shall, at all times, remain titled in and be the property of the City of Storm Lake. Any auxiliary equipment purchased with funds provided by the City of Storm Lake shall not be considered an asset of the Commission and shall be returned to the City.

**ARTICLE XIII.**

**Amendments**

The terms of these Articles of Agreement may be amended by a three-fourths vote of the Board of Directors at any regular meeting, provided that each individual member thereof shall have been mailed a copy of said proposed Amendment at least 30 days prior to the date action is proposed to be taken upon the Amendment.

**ARTICLE XIV.**

**Severability**

If any of the provisions of these Articles of Agreement, or the application thereof to any person or circumstance are held to be invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of these Articles are deemed and declared to be severable. Governmental entities which are parties to this Agreement certify that they execute this Agreement pursuant to authority granted by resolution from their respective governmental bodies.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF STORM LAKE, IOWA

CITY OF LAKESIDE, IOWA

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

BUENA VISTA COUNTY  
BOARD OF SUPERVISORS

LAKE PRESERVATION ASSOCIATION  
FOR STORM LAKE, INC.

BY: \_\_\_\_\_  
Chairman

BY: \_\_\_\_\_  
President

ATTEST:  
  
\_\_\_\_\_  
County Auditor

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