

**CITY OF STORM LAKE
LAKE IMPROVEMENT COMMISSION
CITY HALL - COUNCIL CHAMBERS
JULY 28, 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. Unfinished Business

B. New Business

1. Approve June 30, 2025 LIC Minutes
2. Financial Report July 2025
3. LIC Insurance
4. Review of 28E Agreement
5. Next Meeting Date

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

7/28/2025

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: Approve June 30, 2025 LIC Minutes

BACKGROUND: Approve June 30, 2025 LIC Minutes

FISCAL IMPACT: None

RECOMMENDATION: Approve June 30, 2025 LIC Minutes

ATTACHMENTS:

1. 06/30/2025 LIC Minutes

LAKE IMPROVEMENT COMMISSION MEETING, CITY OF STORM LAKE, CITY HALL COUNCIL CHAMBERS, JUNE 30, 2025, 4:00 PM

Present: Commission Members: Kathy Croker (Buena Vista County), John Armstrong (LPA) Michael Porsch (City of Storm Lake) and Ryan Mohr (LPA). Absent: Dan Hartman (Buena Vista County), Doug White (City of Lakeside), and Meg McKeon (City of Storm Lake),

Others Present: City Manager Keri Navratil (City of Storm Lake), Nelda Kirkholm Commission Secretary (City of Storm Lake), Assistant City Manager David Derragon, Finance Director Tyler Gibbins, and City Communications Director Dana Larsen.

Vice-Chairman Croker opened the meeting at 4:04 pm.

New Business

Minutes - Moved by Commissioner Porsch to approve March 31, 2025, Lake Improvement Commission minutes. Seconded by Commissioner Mohr. Vote: All ayes with Commissioners Hartman, White, and McKeon absent. Motion carried.

Financial Report – Finance Director Tyler Gibbins reiterated to the Commissioners that the LIC funding will be depleted within three years due to the cost of insurance premiums. He also stated that the Stille, Pierce & Pertzborn representative could not attend the meeting due to a family matter but provided the insurance information with the breakdowns from the last meeting for the Commissioners to review. Commissioner Mohr asked if the Commission was required to carry the \$5 million dollar liability insurance or could the liability coverage be dropped to the \$1 million/ \$2 million aggregate coverage. City Manager Navratil stated that would require a change to the 28 E Agreement. Commissioner Croker suggested that the Commission meet on July 28th, 2025, and review the 28E agreement before making any suggestions. Commissioner Porsch asked to have the Stille, Pierce & Pertzborn representative to attend the July meeting and present quotes for insurance coverage before making any decisions.

Commissioner Mohr asked what the Commission receives for cash rent on the LIC property that had been rented by Mark Sorbe. Navratil and Porsch claimed that the land in question is no longer LIC property and it belongs to the City and there is no cash rent being collected on this property.

Dredge Site Tour – Moved by Commissioner Porsch to recess at 4:21 pm and tour the dredge site. Seconded by Commissioner Armstrong. Vote: All ayes with Commissioners Hartman, White, and McKeon absent. Motion carried.

Commissioner Porsch left the meeting at 4:30 pm.

The Meeting convened at 4:35 pm.

Meeting Adjourned at 5:26 pm.

Meg McKeon, Chair

**LAKE IMPROVEMENT COMMISSION MEETING, CITY OF STORM LAKE, CITY
HALL COUNCIL CHAMBERS, JUNE 30, 2025, 4:00 PM**

ATTEST:

Mayra A. Martinez, City Clerk

Staff Summary

7/28/2025

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: Financial Report July 2025

BACKGROUND: Current balance sheet and activity report for fund 960, Lake Improvement Commission.

LIC- Fund 960 3-Year Cash Flow

Fiscal Year	2025	2026	2027
Cash Balance	\$52,964	\$39,819	\$26,918
Revenues	\$25,000	\$796 *	\$538 *
Insurance Expense	\$13,145	\$13,697 *	\$14,272 *
Contractual Service Expense	\$25,000		
Ending Balance	\$39,819	\$26,918	\$13,185

NOTE: " * " Denotes Estimates

FISCAL IMPACT: Since reporting to the Commission at the June 2025 meeting, there has been no activity.

Fund 960 (Lake Improvement Commission) currently has a fund balance of \$39,818.81.

RECOMMENDATION: Approve the Financial Report.

ATTACHMENTS:

1. LIC Balance Sheet
2. LIC Financial Activity



Storm Lake, IA

Balance Sheet

Account Summary

As Of 06/30/2025

Account	Name	Prior Year Balance	Current Year Balance	Variance Favorable / (Unfavorable)
Fund: 960 - Lake Improvement Commission				
Assets				
960-0000-00-1110	Cash	0.00	0.00	0.00
960-0000-00-1150	Investments	0.00	0.00	0.00
960-0000-00-1199	Claim on Cash	52,963.51	39,818.81	-13,144.70
960-0000-00-1220	Accounts Receivable	0.00	0.00	0.00
960-0000-00-3870	Revenues YTD	0.00	0.00	0.00
960-9600-00-3870	Revenues YTD	0.00	0.00	0.00
Total Assets:		52,963.51	39,818.81	-13,144.70
Liability				
960-0000-00-2009	AP Pending Due To Pool	0.00	0.00	0.00
960-0000-00-2020	Accounts Payable	0.00	0.00	0.00
960-0000-00-3880	Expenditures YTD	0.00	0.00	0.00
Total Liability:		0.00	0.00	0.00
Equity				
960-0000-00-3860	July 1 Fund Balance	66,588.23	52,963.51	-13,624.72
Total Beginning Equity:		66,588.23	52,963.51	-13,624.72
Total Revenue		0.00	25,000.00	25,000.00
Total Expense		13,624.72	38,144.70	-24,519.98
Revenues Over/(Under) Expenses		-13,624.72	-13,144.70	480.02
Total Equity and Current Surplus (Deficit):		52,963.51	39,818.81	-13,144.70
Total Liabilities, Equity and Current Surplus (Deficit):		52,963.51	39,818.81	-13,144.70



Storm Lake, IA

Detail Report Account Detail

Date Range: 07/01/2024 - 06/30/2025

Account		Name				Beginning Balance	Total Activity	Ending Balance
Fund: 960 - Lake Improvement Commission								
960-0000-00-1199		Claim on Cash				52,963.51	-13,144.70	39,818.81
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/17/2024	CLPKT05048	04.16.07.24		CLPKT05048			2,500.00	55,463.51
09/25/2024	CLPKT05227	04.23.09.2024 - 04.24....		CLPKT05227			12,500.00	67,963.51
10/01/2024	GLPKT08568	JN02913		City Support- LIC Water Monitoring Syst...			5,000.00	72,963.51
10/28/2024	CLPKT05315	04.25.10.2024		CLPKT05315			5,000.00	77,963.51
01/06/2025	APPKT00959	82386		USGS National Center MS270 SEC REI P...	002562 - USGS National Center MS270		-25,000.00	52,963.51
02/05/2025	APPKT00971	6119		Stille Pierce & Pertzborn SEC REI PMT	001294 - Stille Pierce & Pertzborn		-6,967.57	45,995.94
02/05/2025	APPKT00971	6119		Stille Pierce & Pertzborn SEC REI PMT	001294 - Stille Pierce & Pertzborn		-3,166.80	42,829.14
02/05/2025	APPKT00971	6119		Stille Pierce & Pertzborn SEC REI PMT	001294 - Stille Pierce & Pertzborn		-3,010.33	39,818.81
960-9600-12-4794		Misc Revenue				0.00	-25,000.00	-25,000.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
07/17/2024	CLPKT05048	04.16.07.24		CLPKT05048			-2,500.00	-2,500.00
09/25/2024	CLPKT05227	04.23.09.2024 - 04.24....		CLPKT05227			-12,500.00	-15,000.00
10/01/2024	GLPKT08568	JN02913		City Support- LIC Water Monitoring Syst...			-5,000.00	-20,000.00
10/28/2024	CLPKT05315	04.25.10.2024		CLPKT05315			-5,000.00	-25,000.00
960-9600-12-6408		Insurance				0.00	13,144.70	13,144.70
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
02/03/2025	APPKT00963	35834	6119	FY24 - 2537 -0% - None	001294 - Stille Pierce & Pertzborn		3,010.33	3,010.33
02/03/2025	APPKT00963	35835	6119	FY24 - 2352 - 9.99% ^	001294 - Stille Pierce & Pertzborn		3,166.80	6,177.13
02/03/2025	APPKT00963	35836	6119	FY24 - 6050 - 4.99% ^	001294 - Stille Pierce & Pertzborn		6,967.57	13,144.70
960-9600-12-6499		Contractual Services				0.00	25,000.00	25,000.00
Post Date	Packet Number	Source Transaction	Pmt Number	Description	Vendor	Project Account	Amount	Running Balance
01/06/2025	APPKT00955	90066052	82386	Installation of a lake level gage on Storm...	002562 - USGS National Center MS270		25,000.00	25,000.00
Total Fund: 960 - Lake Improvement Commission:					Beginning Balance: 52,963.51	Total Activity: 0.00	Ending Balance: 52,963.51	
Grand Totals:					Beginning Balance: 52,963.51	Total Activity: 0.00	Ending Balance: 52,963.51	

Staff Summary

7/28/2025

Agenda Item # B.3.



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: Representatives from Stille, Pierce, and Pertzborn will provide an update of the insurance the LIC is required to carry per the 28E Agreement.

Information provided by SPP on the LIC insurance to date:

We have 3 policies for LIC.

- 1) General Liability for \$1,000,000 per occurrence and \$2,000,000 aggregate.
- 2) Umbrella or Excess liability of \$4,000,000 per occurrence and \$4,000,000 aggregate
- 3) Public Officials Professional Liability for coverage of the board members and their decisions they make for \$1,000,000 in coverage limits

In my discussions with Tyler, we have the Umbrella of \$4,000,000 due do the wording in the original 28-E agreement that requires us to carry \$5,000,000 total in liability limits. I'm assuming those limits were set under the advice of counsel or my predecessor Steve Stille at the time of the creation of the LIC a few decades ago. Since we are no longer dredging or doing any actual work directly by the commission, it would make sense to reduce the limits to the General Liability policy only of \$1,000,000 or reduce the limits of the umbrella down to \$1,000,000 so we would have a total of \$2,000,000. I do not believe we can or should cancel the General Liability policy since the LIC still owns portions of the spoil site and we do have a liability exposure due to our ownership of those parcels. It would be a decision of the board to reduce limits to either \$1,000,000 or \$2,000,000 for total liability.

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

1. 28E Agreement - Lake Improvement Commission



Michael A. Mauro
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M502784

8/28/2009 9:18:48 AM

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	City of Storm Lake	City	Buena Vista
Party 2	Buena Vista County	County	Buena Vista
Party 3	City of Lakeside	City	Buena Vista
Party 4	Lake Preservation Association for Storm Lake, Inc.	Private or Nonprofit	Buena Vista
Party 5			

*Enter "Other" if
not in Iowa

Item 2. The type of Public Service included in this agreement is: 0 Unknown Service Type
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: (please be specific)

To establish a Board of Directors which will govern the Commission to provide for the financing of the operations of the commission for the purpose of dredging Lake Storm Lake.

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

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: www.sos.state.ia.us/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 Yarosevich **FIRST** Name Justin

Title City Clerk Department City Clerk

Email justin@stormlake.org Phone 712-732-8000

DOCUMENT # 024020

for 76 E. Shan Lo Bannon
2002 NOV 15 AM 10:18
By Mary Weiland Deputy
SHARIL L. WILLERD BANNON
RECORDER
BUENA VISTA COUNTY

JOINT AGREEMENT

Lake Improvements Commission

The following Articles of Agreement hereby establish and govern the creation of the Lake Improvements Commission.

INDEX

ARTICLE I.

Name

The official name of this Commission shall be the Lake Improvements Commission.

ARTICLE II.

Legal Status

Section 1. Legal Status. This Commission shall be 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 shall represent a joint cooperative effort of each of the entities joining this undertaking, and that the Commission shall be a separate legal entity.

DOCUMENT # 024020

for 76 E Shan Lo Bannon
2002 NOV 15 AM 10:18
By Mary Ueland Deputy
SHARIL WILLERD BANNON
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JOINT AGREEMENT

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ARTICLE III.**Commencement Of Operations**

The operations of the Lake Improvements Commission shall commence October 15, 2002, or at such time as an executed copy of this Agreement shall have been filed with the Secretary of State and recorded with the County Recorder of Buena Vista County, Iowa, whichever occurs later.

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 shall be to create the Lake Improvements Commission, to establish the Board of Directors which will 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 administrator responsible for administering the work of the Commission.

Section 2. Purposes of the Lake Improvements Commission.

A. Dredging. One of the purposes of the Lake Improvements Commission shall be to finance and effect a continued dredging of Lake Storm Lake to remove the accumulation of silt to the greatest extent possible so as to enhance the use of the lake for water recreation, to promote fishing and to otherwise guarantee the continued existence of this natural water resource adjacent to the cities of Storm Lake and Lakeside and within Buena Vista County, Iowa.

B. Water Quality/Watershed Projects. The second purpose of the Lake Improvements Commission shall be to identify, effect and promote water quality/watershed projects in the vicinity of Lake Storm Lake for the purpose of improving the water quality of the lake and for the purpose of minimizing the reaccumulation of silt in the lake to the greatest extent possible.

ARTICLE VI.

Board of Directors

Section 1. Board of Directors. The control and direction of the Lake Improvements 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: 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; 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; 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; 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 years and shall terminate August 31 of 2006 and every fourth year thereafter. 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. Ex-officio Directors. In addition to the seven directors provided for in Section 1, the Iowa Department of Natural Resources, the Natural Resources Conservation Service, the Buena Vista Soil and Water Conservation District and the Iowa Lakes Resources, Conservation and Development shall, if they desire, each be entitled to designate an employee from their respective organization who is familiar with Lake Storm Lake and the surrounding area to act an ex-officio director. The Buena Vista County Supervisors shall also appoint, as an ex-officio director, a farmer who lives in the watershed of Lake Storm Lake. Ex-officio directors shall not be entitled to vote but shall be entitled to notice of all meetings held by the Commission and entitled to participate in the discussions with respect to the decisions made by the Commission.

Section 3. 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 4. 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 5. Meetings. The Board of Directors shall meet no less than quarterly, and at such other times as the chairman and/or vice chairman shall call such meetings of the Board.

Section 6. Employees. The Commission itself shall not have employees. The administration and work of the Commission shall be as set forth in Article VIII.

Section 7. 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 things 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 VIII.

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 shall be specifically responsible for determining which water quality/water shed projects shall be implemented, and for determining the priorities of the projects proposed for implementation. The Commission shall also be responsible for selecting areas of the lake for dredging and for determining which areas of the lake shall have priority for such projects.

The Commission shall be responsible for approving the acquisition of all spoil sites, either by purchase or lease, and for approving the plans for development of those sites. The Commission shall be responsible, to the extent that there are funds received by the Commission which are not specifically designated for either the water quality/water shed projects, or alternatively, for the dredging project, for determining how such undesignated funds will be allocated. The Commission shall approve all contracts with independent contractors.

C. 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. Commission Administrator. The Storm Lake City Administrator is hereby appointed to administer the business affairs of the Lake Improvements Commission. The administrator 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 Administrator 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 LPA 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 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/water shed projects, funds which were designated specifically for dredging 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 Administrator 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 Administrator 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 IX.

Dedication of Resources

Section 1. Dredge System. Buena Vista County has committed itself to purchase a dredge and associated equipment for the dredge up to a maximum expenditure of \$600,000.00. Upon acquisition of such dredge and associated equipment, Buena Vista County agrees to make such dredge available to the Commission and/or such employees or agents as the Commission or its Administrator may designate for the purpose of conducting dredging operations on Lake Storm Lake. This dedication of use is not firmly fixed in terms of years but the estimated period for which the dredge would be required is ten (10) years. During the period of the dredging, the County shall be responsible for insuring the dredge against casualty loss. The Commission itself shall be responsible for all cost of repairs and maintenance of the dredge during its period of use by the Commission. Ownership of the dredge and equipment purchased by the County shall at all times remain in the name

of the County.

024020

Section 2. Spoil Site. The City of Storm Lake has recently purchased the Northwest Quarter (NW¼) of Section Twelve (12), Township Ninety (90) North, Range Thirty-Seven (37) West of the 5th P.M. under the belief that this farmland would make an appropriate spoil site for use in connection with the dredging of the lake. To the extent that such farmland is approved for use as a spoil site, the City of Storm Lake agrees that it may be used for such purpose by the Commission for the duration of the dredging project, or until the spoil site is filled to capacity, whichever occurs first. In the event that the proposed spoil site described herein does not prove to be satisfactory, or in the event it is only partially used, the City agrees that the value of its spoil site utilized for this project plus 1) such additional amounts as the City may expend to acquire alternate dredge sites through lease or purchase, 2) such amounts as the City will contribute to the Commission to develop the spoil site or sites, 3) such amounts as the City will contribute to the Commission to operate the dredge, and 4) the sum of \$225,000.00 pledged in Article X, Section 2 will at least match the amount actually expended by Buena Vista County pursuant to Article IX, Section 1.

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 X.

Funding

Section 1. Buena Vista County. As set forth previously, Buena Vista County has pledged up

to \$600,000.00 for the purchase of a dredge and associated equipment for use in the dredging operations. In the event that the dredge and associated equipment may be purchased for less than \$600,000.00 thereby leaving a portion of its committed funds unspent, Buena Vista County reserves

unto its Board of Supervisors the authority to determine whether any part of the excess funds will be dedicated to fund the operations of the dredging, or alternatively, whether the County shall reserve to the County the use of such funds for purposes unrelated to the Commission work. As of this date, Buena Vista County makes no commitment to provide funds for operating expenses in the future during budget years that coincide with the period during which dredging operations will take place, but Buena Vista County does agree to consider requests for funding for operations during the period of years that dredging occurs.

Section 2. City of Storm Lake. The City of Storm Lake agrees to commit the sum of \$225,000.00 to the Commission to be deposited in the dredging account for use in purchasing auxiliary equipment for the dredge as the Commission may direct. In the event the necessary auxiliary equipment may be purchased for less than \$225,000.00 thereby leaving a portion of its committed funds unspent, the City of Storm Lake reserves unto its Council the authority to determine whether any part of the excess funds will be dedicated to the operations of the dredging, or alternatively, whether the City will require that the unspent funds be returned to the City. The City of Storm Lake further agrees that during each budget year while dredging continues, it will consider requests made by the Commission for funds to help support the operational expense of the dredging operation.

Section 3. City of Lakeside. The City of Lakeside hereby agrees to pay into the Commission

an amount equal to 25% of its local option sales tax revenue during each year that the dredging operation continues and which amount is estimated to be approximately \$8,000.00 - \$10,000.00 per year. The City of Lakeside shall also make an initial contribution of \$30,000.00 to the Commission for dredging.

Section 4. Lake Preservation Association For Storm Lake, Inc. The Lake Preservation Association For Storm Lake, Inc. hereby agrees to seek voluntary contributions to finance dredging from its membership on an annual basis and which amounts would be paid over to the Commission in their entirety and dedicated to the operational expense of dredging the lake.

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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--Effect Upon Director. 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 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 \$5,000,000.00 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 shall 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 dredge and any other equipment purchased by Buena Vista County shall not be considered an asset of the Commission and shall be returned upon termination to Buena Vista County. The farmland described in Article IX, Section 2, including any additional farmland 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.

024020

ARTICLE XIV.

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.

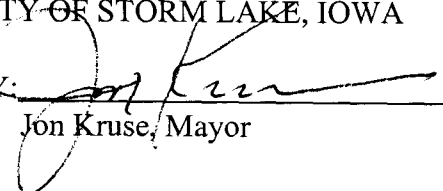
ARTICLE XV.

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.

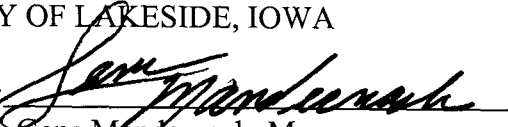
Dated this 14th day of November, 2002.

CITY OF STORM LAKE, IOWA

BY: 

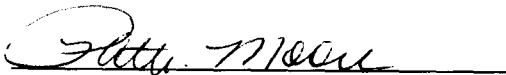
Jon Kruse, Mayor

CITY OF LAKESIDE, IOWA

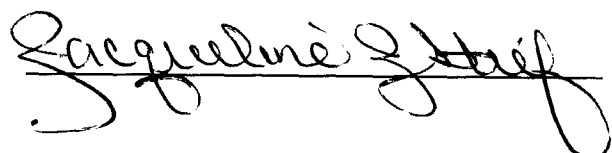
BY: 

Gene Mandernach, Mayor

ATTEST:



ATTEST:

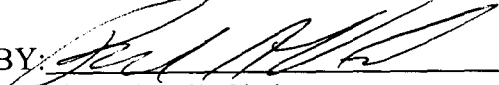


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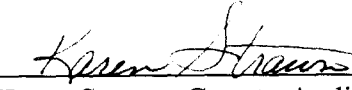
Patti Moore, City Clerk

Jackie Stief, City Clerk

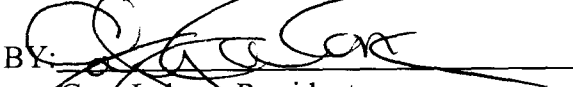
BUENA VISTA COUNTY BOARD
OF SUPERVISORS

BY: 
Richard Vail, Chairman

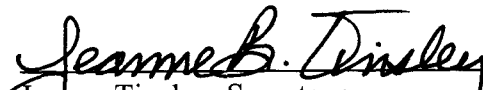
ATTEST:


Karen Strawn, County Auditor

LAKE PRESERVATION ASSOCIATION
FOR STORM LAKE, INC.

BY: 
Gary Lalone, President

ATTEST:


Jeanne Tinsley, Secretary

Staff Summary

7/28/2025

Agenda Item # B.4.



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

REPORT TO:

FROM:

SUBJECT: Review of 28E Agreement

BACKGROUND: During the June 2025 Lake Improvement Commission requested that the 28E Agreement be reviewed at the July meeting.

FISCAL IMPACT: N/A

RECOMMENDATION:

ATTACHMENTS:

1. Updated 28E KIC - KN Edit

JOINT AGREEMENT

Lake Improvements Commission

The following Articles of Agreement hereby establish and govern the creation of the Lake Improvements Commission.

ARTICLE I.

Name

The official name of this Commission shall be the Lake Improvements Commission.

ARTICLE II.

Legal Status

Section 1. Legal Status. This Committee shall be 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 Conty, 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 shall represent a joint cooperative effort of each of the entities joining this undertaking, and that the Commission shall be a separate legal entity.

ARTICLE III.

Commencement Of Operations

The operations of the Lake Improvements Commission shall commence October 15, 2002, or at such time as an executed copy of this Agreement shall have been filed with the Secretary of State and recorded with the County Recorder of Buena Vista County, Iowa, whichever occurs later.

ARTICLE V.

Purpose

Section 1. Purpose of Agreement. The purpose of this Agreement shall be to create the Lake Improvements Commission, to establish the Board of Directors which will 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 ~~administrator~~City Manager responsible for administrating the work of the Commission.

Section 2. Purpose of the Lake Improvements Commission.

A. ~~Dredging. One of the purposes of the Lake Improvements Commission shall be to finance and effect a continued dredging of Lake Storm Lake to remove the accumulation of silt to the greatest extent possible so as to enhance the use of the lake for water recreation, to promote fishing and to otherwise guarantee the continued existence of this natural water resource adjacent to the cities of Storm Lake and Lakeside and within Buena Vista County, Iowa.~~

B. Water Quality/ Watershed Projects. The second purpose of the Lake Improvements Commission shall be to identify, effect and promote water quality/ watershed projects in the vicinity of Lake Storm Lake for the purpose of improving the water quality of the lake and for the purpose of minimizing the reaccumulation of silt in the lake to the greatest extent possible.

C. Lake Vegetation Management Plan. A third purpose of the the Lake Improvements Commission shall be to identify and approve a vegetation management plan that will be provided to the Iowa Department of Natural Resources.

ARTICLE VI.

Board of Directors

Section 1. Board of Directors. The control and direction of the Lake Improvements 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: 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; 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; 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; 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 years and shall terminate August 31 of 2006 and every fourth year thereafter. 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. Ex-officio Directors. In addition to the seven directors provided for in Section 1, the Iowa Department of Natural Resources, the Natural Resources Conservation Service, the Buena Vista Soil and Water Conservation District and the Iowa Lakes Resources, Conservation and Development shall, if they desire, each be entitled to designate an employee from their respective organization who is familiar with Lake Storm Lake and the surrounding area to act an ex-officio director. The Buena Vista County Supervisors shall also appoint, as an ex-officio director, a farmer who lives in the watershed of Lake Storm Lake. Ex-officio directors shall not be entitled to vote but shall be entitled to notice of all meetings held by the Commission and entitled to participate in the discussions with respect to the decisions made by the Commission.

Commented [KN1]: Do we keep the Ex-Officio Directors?

Section 3. 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 4. 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 5. Meetings. The Board of Directors shall meet no less than quarterly, and at such other times as the chairman and/ or vice chairman shall call such meetings of the Board.

Commented [KN2]: Does the meeting lang. need to change?

Section 6. Employees. The Commission itself shall not have employees. The administration and work of the Commission shall be as set forth in Article VIII.

Section 7. 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 things 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 VIII.

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 shall be specifically responsible for determining which water quality/water shed projects shall be implemented, and for determining the priorities of the projects proposed for implementation. The Commission shall also be responsible for selecting areas of the lake for dredging and for determining which areas of the lake shall have priority for such projects. The Commission shall be responsible for approving the acquisition of all spoil sites, either by purchase or lease, and for approving the plans for development of those sites. The Commission shall be responsible, to the extent that there are funds received by the Commission which are not specifically designated for either the water quality/water shed projects, or alternatively, for the dredging project, for determining how such undesignated funds will be allocated. The Commission shall approve all contracts with independent contractors.

C. 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.

Commented [KN3]: Discussion of what the Commission should be a priority and responsibility

ARTICLE VIII.

Administration

Section 1. Commission AdministratorCity Manager. The Storm Lake City AdministratorCity Manager is hereby appointed to administer the business affairs of the Lake Improvements Commission. The administratorCity 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 AdministratorCity 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 LPA 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 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/ water shed projects, funds which were designated specifically for dredging 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 ~~Administrator~~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 ~~Administrator~~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 IX.

Dedication of Resources

Section 1. Dredge System. Buena Vista County has committed itself to purchase a dredge and associated equipment for the dredge up to a maximum expenditure of \$600, 000. 00. Upon acquisition of such dredge and associated equipment, Buena Vista County agrees to make such dredge available to the Commission and/ or such employees or agents as the Commission or its AdministratorCity Manager may designate for the purpose of conducting dredging operations on Lake Storm Lake. This dedication of use is not firmly fixed in terms of years but the estimated period for which the dredge would be required is ten (10) years. During the period of the dredging, the County shall be responsible for insuring the dredge against casualty loss. The Commission itself shall be responsible for all cost of repairs and maintenance of the dredge during its period of use by the Commission. Ownership of the dredge and equipment purchased by the County shall at all times remain in the name of the County.

Commented [KN4]: Does Dredge lang. need to change.

Section 2. Spoil Site. The City of Storm Lake has recently purchased the Northwest Quarter NW/ 4) of Section Twelve (12), Township Ninety (90) North, Range Thirty -Seven (37) West of the 5th P.M. under the belief that this farmland would make an appropriate spoil site for use in connection with the dredging of the lake. To the extent that such farmland is approved for use as a spoil site, the City of Storm Lake agrees that it may be used for such purpose by the Commission for the duration of the dredging project, or until the spoil site is filled to capacity, whichever occurs first. In the event that the proposed spoil site described herein does not prove to be satisfactory, or in the event it is only partially used, the City agrees that the value of its spoil site utilized for this project plus 1) such additional amounts as the City may expend to acquire alternate dredge sites through lease or purchase, 2) such amounts as the City will contribute to the Commission to develop the spoil site or sites, 3) such amounts as the City will contribute to the Commission to operate the dredge, and 4) the sum of \$225, 000. 00 pledged in Article X, Section 2 will at least match the amount actually expended by Buena Vista County pursuant to Article IX, Section 1.

Commented [KN5]: Does Spoil Site lang. need to change?

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 X.

Funding

Section 1. Buena Vista County. As set forth previously, Buena Vista County has pledged up to \$ 600, 000. 00 for the purchase of a dredge and associated equipment for use in the dredging operations. In the event that the dredge and associated equipment may be purchased for less than \$ 600, 000.00 thereby leaving a portion of its committed funds unspent, Buena Vista County reserves unto its Board of Supervisors the authority to determine whether any part of the excess funds will be dedicated to fund the operations of the dredging, or alternatively, whether the County shall reserve to the County the use of such funds for purposes unrelated to the

Commented [KN6]: The funding section lang. needs to be changed

Commission work. As of this date, Buena Vista County makes no commitment to provide funds for operating expenses in the future during budget years that coincide with the period during which dredging operations will take place, but Buena Vista County does agree to consider requests for funding for operations during the period of years that dredging occurs.

Section 2. City of Storm Lake. The City of Storm Lake agrees to commit the sum of 225, 000. 00 to the Commission to be deposited in the dredging account for use in purchasing auxiliary equipment for the dredge as the Commission may direct. In the event the necessary auxiliary equipment may be purchased for less than \$ 225, 000.00 thereby leaving a portion of its committed funds unspent, the City of Storm Lake reserves unto its Council the authority to determine whether any part of the excess funds will be dedicated to the operations of the dredging, or alternatively, whether the City will require that the unspent funds be returned to the City. The City of Storm Lake further agrees that during each budget year while dredging continues, it will consider requests made by the Commission for funds to help support the operational expense of the dredging operation.

Section 3. City of Lakeside. The City of Lakeside hereby agrees to pay into the Commission an amount equal to 25% of its local option sales tax revenue during each year that the dredging operation continues and which amount is estimated to be approximately \$8, 000.00 - \$ 10, 000. 00 per year. The City of Lakeside shall also make an initial contribution of \$30, 000. 00 to the Commission for dredging.

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Insurance

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Dated this _____ day of _____, 2025

CITY OF STORM LAKE, IOWA

CITY OF LAKESIDE, IOWA

BY:_____

BY:_____

Mayor

ATTEST:

City Clerk

BUENA VISTA COUNTY
BOARD OF SUPERVISORS

BY: _____
Chairman

ATTEST:

County Auditor

Mayor

ATTEST:

City Clerk

LAKE PRESERVATION ASSOCIATION
FOR STORM LAKE, INC.

BY: _____
President

ATTEST:

Secretary

Staff Summary

7/28/2025

Agenda Item # B.5.



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

REPORT TO:

FROM: Keri Navratil, City Manager

SUBJECT: Next Meeting Date

BACKGROUND: Set next meeting date

FISCAL IMPACT: N/A

RECOMMENDATION: N/A

ATTACHMENTS:

None