

Ministers and Congregations Commission Items for the June 18th Presbytery Meeting

Recommendations to the Presbytery of East Iowa:

- To receive the Rev. Anni Thorn as a minister member in good standing from the Reformed Church in America as of July 1, 2017, and that the presbytery vote to grant an exemption for all of the examination requirements of candidates for ordination.
- To approve the Temporary Pastoral Relationship between Rev, Kitch Shatzer and First, Muscatine from May 29, 2022 – August 31, 2022 for the purpose of providing temporary pastoral services while the Rev. Dr. Pam Santurnia is on Sababtical Leave. The contract is a 50% of full time position. The salary is \$2500 per month for a total salary of \$7500 for the three months, with mileage reimbursement.
- To approve the Contract for Temporary Pastoral Relationship between Rev. Joyce Chamberlin and First United Clinton from July 1, 2022 - June 30, 2023 with the following terms:
 - 25% of full-time position
 - \$646 cash salary per month or \$7752 per year
 - \$646 housing allowance per month of \$7752 per year
 - 1 week vacation per quarter
 - 1 week continuing education leave per six months, accumulated up to 3 weeks
 - \$1000 continuing education expenses cumulative up to 12 months
 - \$500 professional expenses of ministry
 - Standard mileage
- First reading for the Revised Compensation and Benefits Manual. The three main changes to the compensation manual are:
 - Define full time as 40 hours per week
 - Change compensation guidelines from the tier system to a presbytery minimum
 - Revised Board of Pension language and guidelines to match current BOP guidelines

Informational Items:

MCC approved:

- The renewal of contract for the Interim Pastoral Relationship between Kathy Stoner-Lasala and First, Davenport from 3/1/2022 – 8/31/2022 with the following terms.
 - Salary \$65,000
 - Housing allowance \$30,000
 - 1.5 weeks vacation/quarter
 - 1 week study leave/6 months
 - 6 weeks maternity/paternity leave
 - Continuing Ed \$1,000
 - Professional Expenses \$500

- James Huston, TE, as moderator of Sugar Creek, Wilton. The motion was approved via email vote 3/15/2022.
- Appointment of Kris Ward as MCC liaison for First, Monticello
- Nomination and appointment of a PNC at First, Monticello
- The following ruling elders of Shellsburg to serve communion from 4/17/2022 – 4/16/2023: Josh Railsback, Allison Hicks and Janelle Kreutner.
- Rev. Elissa Bailey to provide pulpit supply within the bounds of the Presbytery of East Iowa.
- Rev. Joyce Chamberlain to labor inside the bounds of East Iowa Presbytery for the purpose of entering into a Temporary Pastoral Relationship with Clinton.
- RE Kris Ward as co-moderator, MCC rather than vice-moderator in accordance with the PEIA By-Laws.
- CRE Carol Kelly to continue to serve as moderator and to serve communion one time per month at New Hope, Davenport through December 31, 2022.
- The following elders of United, Lone Tree to serve communion from June 1, 2022 – May 31, 2023 after having received training from Rev. Kitch Shatzer:
 - Joyce Meyer
 - Ross Forbes
 - Cathy Chapman
 - Sylvia Hain
 - Andrea Brenneman
 - Linda Abbott
 - Nancy Westlake
 - Sherry Ogren
 - Laura Galloway
 - Laurie Forbes
- Status of Rev. Collette Soult-Chai updated to an At-Large member of the PEIA
- Status of Rev. Kristy Parker updated to specialized ministry in the PEIA
- The Rev. Kurt Pascal moved to Honorably Retired status

CONTRACT ADDENDUM

THIS IS A LEGAL BINDING ADDENDUM TO THE PURCHASE AGREEMENT, IF NOT UNDERSTOOD SEEK COMPETENT LEGAL ADVICE.

As per the Purchase agreement dated June 7, 2022 between Anticipatory Guidance LLC as Seller(s) and All God's Creatures as Buyer(s) for the property locally located at 305 & 307 S Scott Lane, Mount Pleasant, IA

Buyers and Sellers will execute a real estate installment contract on the form commonly used and accepted in the State of Iowa to be amortized over a period of 30 years with a total down payment of \$ 100,000 (including trust funds) with a contract balance in the amount of \$ 221,000. The Buyer(s) agree to pay monthly payments (including principal and interest) of \$ 1,186 (or more) at the rate of 5 %, until the unpaid principal balance, together with accrued interest, is paid in full (if balloon payment, see below). Interest shall commence on the date of closing and the first monthly payment shall be 30 days after the date of closing unless otherwise mutually agreed by the parties. The balance of the down payment is to be paid in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. If sellers now have or hereafter place a mortgage(s) on the property, such mortgage(s) may not exceed the real estate contract balance, and the interest rate and amortization thereof shall be no more onerous than the interest rate and amortization on the real estate contract. This agreement is contingent upon the Sellers lenders approval in full upon sale or assignment by the Buyers. Buyers shall purchase 1 year hazard insurance with proper riders for the seller and deliver to the seller appropriate proof of insurance and paid receipt at closing. Seller(s) shall promptly provide an abstract of title to and including the date of acceptance of this agreement. Such abstract shall be delivered to an attorney for a title opinion for the buyer(s), such attorney to be selected by the Buyer(s). Seller(s) will provide a warranty deed when contract is satisfied.

*This contract shall shall/ shall not have a balloon payment at 5 years from date of closing (currently estimated Date to be July 15, 2022) putting final payment due June 15, 2027.

*This contract shall/ shall not require 1/12 of the annual insurance premium to be paid to sellers

with the monthly payment into an escrow account established by the Sellers).

*This contract shall/ shall not require 1/12 of the annual real estate taxes to be paid to sellers

with the monthly payment into an escrow account established by the Seller(s).

Real Estate Taxes: Select 1, 2, or 3 below.

- 1. By sellers crediting such taxes to Buyers at closing and Buyers paying such taxes as they become due and prior to delinquency.
- 2. By Buyers paying 1/12 of the annual taxes to Sellers on a monthly basis pursuant to a normal and customary escrow arrangement. Sellers shall use these funds to pay the real estate taxes prior to their delinquency. Buyers and Sellers shall review and make adjustments in the escrow account during the term of the real estate installment contract.
- 3. Sellers shall pay all real estate tax installments, or portions thereof, for taxes that accrue prior to closing. Buyers shall pay all real estate tax installments, or portions thereof, for taxes that accrue after the date of closing. The parties shall pay the installments, or parts thereof, for which they are responsible as they become due and prior to delinquency.

Where applicable, the terms of this addendum shall supersede the original "PURCHASE AGREEMENT" all other terms and conditions shall remain the same.

There are risks involved to the Buyer and Seller when purchasing on Contract. Both parties are advised to seek competent Legal advice. Broker and its agents assume no liability for parties decision to buy and sell on contract.

THIS IS A LEGAL BINDING ADDENDUM TO THE PURCHASE AGREEMENT, IF NOT UNDERSTOOD SEEK COMPETENT LEGAL ADVICE. **This offer is subject to final approval of the Presbyterian Coordinating Counsel who will be meeting June 18, 2022.**

Seller _____ Date/Time _____
 Buyer  Date/Time 6/7/2022

Seller _____ Date/Time _____
 Buyer  Date/Time 6/7/2022

12-12-08



REAL ESTATE PURCHASE FINANCING VIA REAL ESTATE CONTRACT

All God's Creatures, a ministry of First Presbyterian Church, Mount Pleasant has made an offer to purchase, subject to approval by the Presbytery, a building on East Washington Street in Mount Pleasant that is suitable for an animal shelter. The offer includes a substantial down payment (\$100,000). The sellers have been very open to this and have offered to amortize the balance due over a 30-year period with the entire balance being due in 5 years. The 30 year amortization would make a significant difference in our monthly payments at a time when we will be incurring substantial costs for renovations and beginning operations. The Commission currently have approximately \$320,000 on hand. The plan is to have 1/3 of this amount go for the down payment on the building, 1/3 for renovations and 1/3 for operational expenses. It is understood that the shelter will always be funded in some part by fund raising. Although we do not have final figures for the cost of Renovations and operational expenses, our financial committee has, with the assistance of neighboring shelters, developed a reasonable understanding of the financing required and an initial operating budget. It is a work in progress. The same applies to the cost of renovations. We had an initial figure but have since discovered that there are additional expenses due to sanitation requirements for dog areas. We have considered this possibility and have a Plan B to address any shortfall in renovation funding.

A sale on contract is totally different from a regular real estate purchase where we pay the purchase price with a portion of our money and the remainder using a loan from a financial institution. We pledge the property as collateral and if we fail to make the payments the bank can foreclose. Prior to the Bank foreclosing they are required to give us a chance to pay the loan balance in full. I suspect this is where the church has been left holding the bag in other instances.

In this case, we have proposed a contract sale. The sellers are willing to consider an offer on that basis. We would pay a substantial portion of the agreed upon purchase price to the sellers and obtain sole use and possession of the property. The Sellers are also willing to allow us to make the significant modifications that will be made. Although we would put down a substantial down payment together with monthly payments we would not hold the title to the property until the entire purchase price is paid in full. The Sellers retain title to the property until the contract is fully paid. However, once the terms of the contract are agreed upon and the contract signed it would be recorded in the Henry County real estate records to notify the public that the Seller's have sold the property on contract and our claim takes priority over all others. This is different than a straight deed and mortgage situation.

In effect, the Sellers retain full ownership until we have paid in full. In a way it is similar to pledging the property as collateral to a Bank but not exactly. In the event we fail to make the required monthly payments the Sellers can give us a notice that unless we bring the payments current within 30 days they can file appropriate notices that they have taken back full ownership. We would lose the money paid but we or the church would not owe any further payments. The Sellers would also potentially lose since the building after significant remodeling, would probably be much more difficult to sell (than it is now) because the interior will be much more limited in it's use for things such as offices. The offer is subject to approval by the Presbytery. We believe that a real estate contract sale would avoid the Church being liable for payment of any failure to comply with the terms of the contract by

AGC. The session and entire congregation of First Presbyterian Church here in Mt. Pleasant have approved the offer.

Ted Wiley, a local contractor and member of the First Presbyterian Church and AGC Board, has thoroughly inspected the building and indicates that it is in fine shape. The roof is in good condition and will probably last 15 years. The exterior -- gutters, siding, etc., -- is in good condition. There is ample fiberglass insulation. Heating and air conditioning will be the largest expenses in renovation

The property under consideration consists of a building listed for sale at \$295,000 with an additional green space listed at \$75,000. As there are no other similar buildings in the area for comparison, Ted Wiley discussed this with local realtors, and they affirmed that this was fair market value. The AGC Board has not decided exactly what offer it will make for this property but is estimating something between \$300,000 and \$320,000. The two parcels are subject to an easement for the city street running north to south on the east side of the parcels. The smaller tract (green space) borders the state highway/city street on the south so could possibly be subject to an eminent domain action to expand the roadway. That has already been done when the extensive highway reconstruction was done and the road made a four lane highway years ago. No further expansion is anticipated

Overhead photos and additional information regarding these parcels at 305 and 3a7 S. Scott LN, Mt. Pleasant, Iowa can be found at this link:

<https://beacon.schneidercorp.com>.



All God's Creatures Shelter Ministry Plan

Mission Statement

AGC - Mission

To share God's love through second chances by offering rescue, adoption and fostering of domestic pets through the variety of communities in and around Mt Pleasant/Henry County. It is in the service, care and vocational training opportunities that the lives of both animals and people are transformed. AGC connects the hearts, hands and minds of all of our care partners to promote the welfare of animals through spay and neuter programs, fostering, training, and adoption to loving permanent homes.

Shortened Version

To share God's love of second chances through offering rescue, adoption and fostering of domestic pets for Henry County by connecting the hearts, hands and minds of our care partners to promote the welfare of animals.

Brief Description of the Organization:

The mission of the First Presbyterian Church, Mt. Pleasant is to encourage and nurture diverse expressions of the love of Christ in our congregation and community, and to embrace Christ-centered ministries around the world.

The members of the First Presbyterian Church are deeply involved in service to the Mt. Pleasant community, both as individuals and as a body with a percentage of the Church budget going to local non-profit organizations. IowaWINS is one example of a successful Commission of the church which has involved many persons from the Community and beyond to assist "people from across the world looking for a new home. IowaWINS existed as a commission of the First Presbyterian Church, but involved other clergy from the community it dealt with the immediate need to provide financial support to families impacted by the ICE raid in Mt. Pleasant a few years ago. They did this by helping with living expenses, legal expenses and operation of a food pantry. It has since expanded in terms of other services rendered as needs were discovered. All God's Creatures is following a similar path but aimed at improving the lives of both animals and people

All God's Creatures
A Commission of First Presbyterian Church
Where we are and where we are headed

Situation

Henry County, Iowa does not currently have a municipal animal shelter to provide temporary housing, care, and adoption services for stray and abandoned cats and dogs. Those animals are either dumped, or taken to the local pound. The pound is small, and cannot hold animals indefinitely, so it's a likelihood that animals will be euthanized. Animal shelters in neighboring counties do not accept animals from our county because they are already filled to capacity. Although residents of Henry County are often looking to adopt from a shelter, they may have to leave town to do so. Most local pet owners resoundingly support the idea of a shelter opening in Henry County.

History of Success

All God's Creatures was organized in 2017 as a commission of the First Presbyterian Church with a mission of sharing God's love of second chances through offering rescue, adoption and fostering of domestic pets throughout Henry County. The initial goal was to also offer second chances to prison inmates by providing vocational training opportunities in the grooming and care of animals through training, mentoring and support. This program was thoroughly researched, planned, and licensed with a contract in place with the Department of Corrections to commence services in a space on the MFC campus. Our ultimate goal was and remains the opening of an actual animal shelter somewhere in Henry County. This plan was brought to an abrupt halt by the Covid pandemic and the ultimate change in the State's health regulations. However, our goal remains the same.

Due to the inability to implement the original program, All God's Creatures (AGC) refocused its attention to the feral cat population and resulting kittens. We initiated a trap-neuter and release program in Henry County whereby feral cats are trapped, neutered, provided with all necessary vaccinations, and medical care before being returned to their home colonies. In order to facilitate the success of that program, AGC worked with the City of Mt. Pleasant to amend its ordinances to permit this activity. Approximately 40 cats have received this medical treatment in past years and the 2022 season has already begun with 8 recent TNR cats. In theory, this should slowly eliminate the wild cat and kitten populations. AGC has also worked with the City of Mt. Pleasant to see that the land being purchased is property zoned. AGC's ability to design a program to benefit animals and follow through by meeting all applicable standards in both of these endeavors reflects our ability to 'get 'er done' when we set our minds to it.

The Vintage Raven Kitten Haven is a local in-home foster program that has existed for four years, and they take in approximately 100+ orphaned, homeless kittens each year. This number alone shows how dire the need for safe, healthy housing for homeless animals is in our county. The Kitten Haven has recently come under the umbrella of the AGC commission and we look forward to working with them to formalize our kitten care and adoption efforts. We are already contributing to the cat's and kitten's medical care, vaccinations etc. as well as day to day care. Due to recent changes in

Iowa law we hope to expand the number of foster homes and caretakers in the immediate future.

The goal for AGC has always been to ultimately see that a shelter becomes a reality. The work and efforts have already expanded through the communities and Henry County and it is no longer an 'in house' operation. The Board consists of individuals who are respected within the community and have years of experience in the various fields that are useful in organizing this effort. They and our volunteers are diverse and all highly committed to seeing the animal shelter become a reality. We believe that our success on our past efforts evidences our commitment to see the shelter become a reality as well.

Purpose

An animal shelter in Henry County would not only benefit animals, but residents as well. All local residents would have the opportunity to adopt locally, volunteer, and make a difference in the lives of homeless animals. As we have redefined our mission, we have added to our mission an effort to provide a resource for citizens, especially seniors, who are unable to keep their pets for various reasons. We hope to educate people of the need to make plans for their pets and to provide a clearinghouse for connecting people for the purpose of providing temporary care for a pet in emergencies and potentially translating those relationships into a pet's transition to a new home.

We also look forward to serving people through educational programs and community outreach. There are plans to partner with the local prison, to work with incarcerated individuals on various animal care courses and training programs, to provide them with rewarding experience and certifications to take with them upon their release. The shelter would also provide opportunities for groups like Hope Haven, a local program supporting intellectually-disabled adults, to work with the animals. Getting school children involved via visits, lessons, and volunteering will hopefully raise their awareness of animal welfare issues. We also hope to provide classes, presentations etc. to members of the community as to animal care and publish through social media and other alternatives, important information that people need to know about animals but are likely unaware of.

Perhaps the most obvious and immediate group who would benefit from a shelter will be homeless animals in Henry County. Currently, there are no consistent, positive-outcome alternatives. Homeless animals are, most of the time, not homeless of their own choosing. They are kittens born to stray cats, dogs dumped by their owners, or lost pets. Our group would help get these animals spayed and neutered, to help control the stray cat population and prevent future litters of kittens and puppies. We will provide them with shelter, food, socialization, and enrichment. The shelter will facilitate finding loving homes for each animal, giving each the positive outcome that it rightfully deserves, in contrast to the harsh conditions most of them face currently.

Financial Planning

Our Finance committee has produced documents reflecting our current available assets, a proposed budget based upon research on other shelters and obtaining available information regarding local expenses specifically relating to this property such as taxes, utilities etc. They are also working on projecting future costs and methods of financing. Our marketing team has identified many sources of free food and products, sources of grants and other resources to generate income. Fortunately, animal rescue is typically collaborative work versus competitive. Our neighboring counties have their own shelters and have been very supportive of our efforts and have provided excellent advice and shared their information. Other collaborators would include other local organizations, churches, schools and the prison. All of these groups have the opportunity to volunteer in a meaningful way, and could take advantage of educational opportunities that the shelter may offer. Giving a voice to the voiceless can provide a greater sense of self, teach responsibility, and instill confidence.

Benefactors

We are very fortunate to find ourselves in a position to move forward with this dream. Our purchase of the property is the result of the incredibly generous donation by a local couple, and several others, to what they anticipated to be a “humane society” for the purpose of funding an animal shelter in Henry County. Since there is no Humane Society in Henry County, we were fortunate to be considered by the attorneys to be an appropriate substitute.

We the Board of All God’s Creatures feel that this will be a great location for our purposes and ask that you approve our efforts to purchase this property to further carry out our Mission:

To share God’s love of second chances through offering rescue, adoption and fostering of domestic pets throughout Henry County. It is in the service, care and vocational training opportunities that the lives of both animals and people are transformed. AGC connects the hearts, hands and minds of all of our care partners to promote the welfare of animals through spay and neuter programs, fostering, training and adoption to loving permanent homes.

Please feel free to request any of our supporting documentation for further review.

AGC Board

Cyndy Danielson, Chair

Ted Wiley

Kate Ridinger

Ashly Marley

Ann Klingensmith

Kathy Nellor