

**Johnson Council Extension Council Minutes**  
**Regular Meeting Date: June 16, 2009**

**Called to Order** by John Schneider at 6:00 P.M.

**Roll Call** Maynard Hebl, John Schneider, Bill Terry, Denise Maier, Connie Brinton, Larry Culver  
Absent: Larry Bonde, Donna Ruth, Donna Davis, Maynard Hebl Others: Gene Mohling

**Minutes:** Bill Terry moved to approve the May 19, 21, June 2 & 9 minutes. 2<sup>nd</sup> by Larry Culver. Carried.

**Auditing Report/Vouchers:** The auditing report and vouchers were reviewed by Denise Maier, Connie Brinton and Larry Culver.

Bill Terry moved to approve the **Extension Operating vouchers**, 17864-17933 (17932-\$450 and 17933-\$335.09) . 2<sup>nd</sup> by Larry Culver. Carried.

Bill Terry moved to approve the **BBBS Extension Operating vouchers**, numbered 4857-4879. 2<sup>nd</sup> by Connie Brinton. Carried.

Denise Maier moved to accept the **Extension Operating Money Market Reconciliation** with a balance of \$123,699.88. 2<sup>nd</sup> by Bill Terry. Carried.

Denise Maier moved to accept the **Extension Operating Checking Account Reconciliation** with a balance of \$1907,89. 2<sup>nd</sup> by Larry Culver. Carried.

Denise Maier moved to accept the **BBBS Extension Operating Money Market Reconciliation** with a balance of \$129,765.11. 2<sup>nd</sup> by Bill Terry. Carried.

Denise Maier moved to accept the **BBBS Extension Operating Checking Account Reconciliation** with a balance of \$1917.44. 2<sup>nd</sup> by Bill Terry. Carried.

Denise Maier moved to accept the BBBS CD balance of \$15,000 and \$15,000.85 and the Extension CD balance of \$30,389.42, \$100 cash box and \$5 UICCU savings. 2<sup>nd</sup> by Larry Culver. Carried.

**List of Volunteers:** Bill Terry moved to accept the list of volunteers. 2<sup>nd</sup> by Denise Maier. Carried.

Gene shared the following:

- 1) PABS Year in review report
- 2) Thank you's for donations to the 4-H foundation
- 3) 2009 4-H hall of fame recipient application
- 4) SERF spring field day June 24, research famr
- 5) Rabbit workshop June 30, 6:30 p.m. Extension Office

Gazette 4-H Edition Insert : costs are same as last year at \$3750 for 45,000 copies. Bill Terry moved to provide support of \$1650 for the 6 page insert. 2<sup>nd</sup> by Denise Maier. Carried.

Bill Terry moved to approve \$125 of endowment fund for Mary Erenberger for a 4-H horse camp. 2<sup>nd</sup> by Larry Culver. Carried.

John Schneider reported on restructuring progress.

Gene shared a letter written by Dale Shires in 1994 that stated rent was to be paid at cost for the Extension office. The letter from DNR on the new well built in 2004 was shared. The Iowa Code of property ownership for Extension was shared.

Gene shared that health insurance has increased 7.13% (single \$376.38 going to \$403.20; family \$1044.44 going to \$1118.90).

The signed land offer was provided to all Council members present along with a copy of the RFP letter to architecture firms. See offer at end of the minutes.

Moved to accept the county guidelines as presented with approved changes. 2<sup>nd</sup> by Carried.

John Schneider read the letter from Lois Hunt on Gene's performance appraisal. Bill Terry complimented Gene and his accomplishments.

The Regional meeting is June 23, 6:30 pm at the Sr. Center, Wellman.

The next Council meeting is June 30, 5 p.m. Bill Terry mentioned he would like to see the trees pruned (too many low hanging branches).

Bill Terry moved to adjourn at 7:25 p.m. 2<sup>nd</sup> by Donna Ruth. Carried.

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Donna Ruth, Secretary

Council members stayed to view the webcast. **Tuesday, June 16**, Council members were invited to participate in a conversational **webcast** from **7:00 to 8:00 pm**. The webcast began with a short presentation covering the goal of programming, an introduction of the Extension Program Areas, and a review of staffing opportunities for consideration by Extension Districts. Following the opening presentation, time was allowed for a general question and answer session involving all Program Directors.

<http://connect.extension.iastate.edu/councils/>

## **OFFER TO BUY AND ACCEPTANCE**

**TO:** Johnson County Agricultural Association hereinafter called **SELLER**, agrees to convey to **BUYER:** Johnson County Agricultural Extension District the following described real estate as stated in the legal description as provided by the **SELLER:**

**1.66 acres** located north of the existing parking lot (blacktop) and south of the Schuchert property line starting at the east property line along Old Highway 218, rectangular in shape, approximately 185' x 391' (LEGAL DESCRIPTION TO BE ADDED, WHICH MUST BE ACCEPTABLE TO SELLER)

**PRICE:** The purchase price shall be **\$116,000** for **1.66 acres of land in the NE corner of the Johnson County Fair Grounds**, paid as follows **\$2,500** with this offer to be deposited upon acceptance with in trust with **SELLERS** attorney upon acceptance, delivered to the **SELLER at the time of closing and transfer of possession. The balance will be paid in cash at closing;** includes all property, fences and building sold "as is".

#### REAL ESTATE TAXES:

- a) SELLERS shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the property, including any unpaid estate taxes for any prior years.
- b) SELLERS shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given (**ending June 30, 2010**) due and payable in the subsequent fiscal year (**commencing July 1, 2011**)

Buyers shall be given credit for such proration at closing (unless this agreement is for an installment contract) based upon the last known actual net real estate taxes payable according to public record. However, if such taxes are based upon partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current millage rate, the assessed value, legislative tax rollbacks and real estate tax exemptions that will be actually be applicable as shown be the Assessor's Records on the date of possession.

- c) BUYERS shall pay all subsequent real estate taxes.

#### TERM:

Real estate taxes shall be prorated to the date of possession. LOSS: Prior to closing this matter risk of loss by fire or other natural disasters shall be in Seller. In event of major loss, Buyer may rescind this contract.

**POSSESSION-CLOSING:** This transaction shall be closed on or before **December 16, 2009**, at a place as the SELLER herein shall designate and possession of the real property shall be given on or before **December 16, 2009**.

**CONDITION OF PROPERTY:** The real estate as of the date of this offer, and in its present condition will be preserved and delivered intact at the time possession is given. Within 150 days after the acceptance of this agreement, BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. BUYER shall immediately repair the condition of the property to that which is was prior to any inspections or testing, and pay for any damages. 150 days after the acceptance of this Agreement BUYERS may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, or other deficiencies. Within the same period the BUYERS will notify in writing the SELLERS of any deficiency. The SELLERS shall immediately notify the BUYERS in writing of what steps, if any, the SELLERS will take to correct any deficiencies before closing. The BUYERS shall then immediately in writing notify the SELLERS that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties: or (2) such steps are not acceptable, in which case this Agreement shall be null and void, and any earnest money shall be returned to the BUYER.

#### REMEDIES OF THE PARTIES-FORFEITURE-FORCLOSURE

- a) If BUYERS fail to timely perform this Agreement, SELLERS may forfeit as provided in the Iowa Code (Chapter 656),, and all payments made shall be forfeit: or , at SELLERS option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of the BUYERS default(during which 30 days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
- b) If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

- c) BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions in law or in equity available to them and shall be entitled to obtain judgment for costs and attorneys fees as permitted by law.

**NOTICE:** This contract shall apply to and bind the successors in interest of the respective parties.

**ACCEPTANCE:** If this offer is not accepted by the Seller on or before 5:00 p.m., **June 16, 2009**, it shall become null and void. Each party acknowledges the receipt of a completely signed copy of this contract.

**We, the Sellers, hereby accept the above offer this \_\_\_\_\_ day of June 2009.**

**BUYER:** Johnson County Agricultural Extension District

\_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**SELLER** \_\_\_\_\_ **Gerald Stockman, JCAA** **Date** \_\_\_\_\_

### **CONTINUATION /ADDENDUM TO OFFER TO BUY AND ACCEPTANCE**

**Original Offer Date June 8, 2009**

**Last Offer Date: 5:00 p.m., June 16, 2009**

**Property Description 1.66 acres** located north of the existing parking lot (blacktop) and south of the Schuchert property line starting at the east property line along Old Highway 218, rectangular in shape, approximately 185' x 391' (LEGAL DESCRIPTION TO BE DETERMINED ONCE BUYERS HAVE A SURVEY COMPLETED, WHICH MUST BE ACCEPTABLE TO THE SELLER)

#### **Conditions/Terms:**

**This offer is contingent upon the BUYER, within 150 days, satisfying itself that this property can be developed for its future building needs including but not limited to meeting the following conditions. The BUYER will pay for site preparation inspections and costs which includes but is not limited to, inspections, tests, surveys, abstracts, etc.**

#### **Extension Council Approval**

**This purchase is subject to the majority approval of the full Johnson County Extension Council by June 12, 2009.**

#### **Financial Approval**

**This purchase is subject to the BUYER securing satisfactory financing for the land and building within 150 days of acceptance by the SELLER.**

#### **Engineering and Environmental Testing**

**This purchase is subject to BUYER being satisfied with septic system tests, a Phase I environmental study and vertical core testing for structural and geothermal systems. These are to be completed within 150 days of acceptance . The cost of all testing shall be paid by BUYER.**

#### **Zoning**

**This offer is subject to determining acceptable zoning within 150 days.**

The BUYER and SELLER further agree to the following.

#### **Rental Agreement**

The SELLER and BUYER agree to amend the current lease for the office building that the BUYER leases from the SELLER at the end of the current lease period in the following regards: 1) That the lease shall continue until the BUYER vacates the office building and moves into the new building that will be built on the subject property, a period not to exceed 24 months; and 2) The BUYER will pay the SELLER \$24,000 for that 24 month rental period without regard to the actual time occupied.

#### **Parking Lot Repairs**

Once the BUYER has completed construction of a new building the BUYER agrees to pay for the repairs of any damages done to the asphalt parking lot as a result of the building construction on the property being purchased. After any and all repairs are completed, the BUYER agrees to pay for chip sealing and painting of the SELLERS entire main parking lot, but shall not be required to pay more than \$25,000 for this work. This shall be completed within one year after the repairs are completed. Any remaining balance will be paid by the SELLER. Future maintenance of the parking lot will be negotiable between the BUYER and SELLER. SELLER does not guarantee the condition of the lot.

#### **Well Usage**

The SELLER agrees to allow the BUYER to connect to the to the SELLERS well line near the well at the northwest end of the SELLER'S property to provide water to the new building. This line will be done at BUYERS expense, including the addition of a meter, and BUYER agrees to pay for any future maintenance cost for the new line. It will be installed in a manner that is acceptable to the SELLER and will not be an issue to fair grounds operations. The SELLER agrees t, grant a perpetual easement to BUYER and BUYER'S transferees, heirs and assigns, for the use of the well. Seller agrees to maintain the well, unless costs are too burdensome, or there is not sufficient quantity or quality of water to reasonably justify the continued maintenance of the well. SELLERS reserve the right to charge BUYER'S transferees, heirs and assigns a reasonable market price for water usage and to limit the level of usage allowed to BUYER'S transferees, heirs and assigns if it goes beyond normal office consumption and impairs the supply to the fairgrounds. The BUYER agrees to pay the SELLER for water at a market rate set by the City of Iowa City. The current rate for water only is .005 per gal use/ if by some act of GOD, terrorism or action by government body causes the loss of water the supply the SELLER shall be held harmless. This easement will end if the BUYER, BUYER's transferees, heirs or assigns becomes connected to another water system.

#### **Construction Dirt**

The SELLER agrees to allow the BUYER to use dirt from the West hill for fill material for the new building site. The SELLER will define the amount and the location and will provide it free of charge. The BUYER agrees to reseed the area the dirt is taken from.

#### **Parking Lot Easement / Maintenance / Snow Removal**

The SELLER will grant a perpetual easement for the use of the SELLER'S parking lot to the BUYER only. The easement does not include 40 spaces to be designated by the SELLER, to be use by the current office building. The easement will end if property is sold to another owner and use of the SELLER'S lot will become negotiable. If the parking easement

expires, it will be the BUYERS obligation to provide another point of access from the highway to BUYER'S transferees, heirs and assignees will be at BUYERS obligation and expense.

The BUYER will grant an easement to the SELLER to pile snow on the BUYER'S property as long as it does not obstruct BUYER'S sidewalks, roadways or parking. If an agreement is reach regarding payment for services, snow removal will be done by the SELLER on the BUYER'S property. The SELLER will only provide mechanical snow removal and will not hand shovel or apply any chemicals, but this shall only apply to the BUYERS property, and not the SELLERS property. During Johnson County Fair Week, SELLER shall have exclusive use of the lot.

### Lawn Care

The SELLER agrees to mow the grass on the BUYER'S property free of charge when the SELLER mows its own property. The SELLER will not be responsible for any tree or shrub care. Mowing shall only be done for so long as the BUYER owns the property and uses the property as an Extension office. And only while the Johnson County Agricultural Association is the owner of the property adjacent to the BUYERS property. The mowing will be done on the manner of the Seller's property,

### Schuchert / Fair Parking Easement

The BUYER will grant to the SELLER an easement to get adequate access to Schuchert, to the satisfaction of the SELLER, property North of BUYER'S property. The BUYER will grant the SELLER an easement for the use of BUYER'S green space and lot for parking annually during the Johnson County Fair or any other time upon request provided the BUYER has no other conflicting events. The easement will not include the BUYER'S defined office parking. The buyer will grant the Seller exclusive use of the green space and lot for parking annually during the Johnson County Fair. The BUYER will also grant the SELLER use of the green space and lot for parking at any other time upon request provided the BUYER has no other conflicting events The BUYER will also allow the SELLER to use of conference and meeting rooms at other times free of charge for non-rental events upon request, if the BUYER has no other conflicting events.

### Right of First Refusal and Option to Purchase part of parking lot

BUYER grants to SELLER a right of first refusal to buy the subject property. In the event BUYER receives a written offer from a third party to acquire the subject property, and, provided, further, that BUYER is willing to accept said offer, BUYER shall first be required to provide a 30 day written notice to SELLER of said offer allowing SELLER 30 days thereafter to acquire the subject property under the same terms and conditions as provided in said offer. In the event SELLER does not accept the terms of said offer and provide its own written contract containing identical terms to BUYER within said 30 day period, BUYER shall be permitted to sell the subject property to the third-party offeror. This right of first refusal is not assignable by the SELLER.

SELLER will grant to the BUYER an option to purchase one acre of the SELLER'S land to the south or west of the BUYER'S property. The location will be defined by the SELLER but all or part of it must be adjacent to the property being purchased. This option may only be exercised upon the SELLER'S decision to move to a different location and if the BUYER does not relocate with the SELLER. The cost of the one acre shall be the fair market value ("FMV") at the time the option is exercised with FMV determined by an appraisal completed and paid for by the BUYER, ny an appraiser who is acceptable to BUYER and SELLER. The BUYER will pay for all expenses associated with the sale of the one acre, except for the SELLER'S attorney fees, included, but not limited to, the survey, plat, and subdivision requirements and abstracting. This option is not assignable by the BUYER.

The option for the BUYER to buy one acre of the SELLERS land will be void if the BUYER has already purchased other adjoining land.

**Extension Service Dissolution**

If the BUYER’S Extension Service organization should cease to exist then the property would be donated back to the SELLER.

**Rental Competition**

The BUYER agrees not to compete with the seller for any rental activities.

**Additional Items**

1. This offer is subject to the buyer and seller executing agreements within 150 days which are acceptable to the buyer and seller regarding the various matters contained in the offer which survive the closing. If an agreement on all matters can’t be reached to the satisfaction of the buyer and seller within 150 days, then either party may declare the offer null and void and earnest money shall be returned to the buyer.
2. This agreement is not binding until approved by the Attorneys for both the buyer and SELLER.
3. SELLER may adjust the land price and rent due, which is acceptable to the BUYER after consultation with its CPA.
4. This offer is subject to the approval of the Board of Directors of the Johnson County Agricultural Association.
5. This offer is subject to the compliance with any necessary requirements for a sale of fairgrounds within 150 days.
6. The BUYER shall have all subdivision requirements completed, at the BUYERS expense, with the County within 150 days.
7. If either party is unable to complete any of the above matters before the applicable deadline, either party may declare the offer null and void and the earnest money shall be returned to the BUYER.

ACCEPTANCE: If this offer is not accepted by the SELLER/BUYER on or before 5:00 p.m., June 16, 2009, it shall become null and void. Each party acknowledges the receipt of a completely signed copy of this.

We, the SELLER, hereby accept the above offer this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

BUYER: Johnson County Agricultural Extension District

\_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

SELLER \_\_\_\_\_ Gerald Stockman, JCAA Date \_\_\_\_\_

**THIS IS A LEGALLY BINDING CONTRACT AND SHALL APPLY TO AND BIND THE SUCCESSORS IN INTEREST OF THE RESPECTIVE PARTIES. IF NOT UNDERSTOOD, CONSULT WITH THE ATTORNEY OF YOUR CHOICE.**