

**The Presbytery of Prospect Hill
Stated Meeting of the Presbytery
October 23, 2021; 9:00 am**

8:30 am Check-in and virtual registration

9:00 am Call to Order and Opening Prayer

Introduction of First Time Commissioners and New Minister Members

Seating of Corresponding Members

Intention to Introduce New Business

Approval of Docket

Worship with Holy Communion

Memorial of Teaching and Ruling Elders

Virtual Offering to the Lakeshore Center on Okoboji

Kyle Nolan, Ministry Relations Officer, Presbyterian Foundation

Consent Agenda

1. Minutes of February 25 Stated Meeting and May 15 Called Meeting p. 1
2. Personnel Commission p. 118
3. Moderator's Report
4. Synod Commissioners
5. Presbyterian Women p. 120
6. Lakeshore Center
7. Commission on Ministry p. 122
8. Committee on Preparation for Ministry p. 124
9. Missional Witness Committee p. 125

Budget and Finance Committee

1. Motion: Approval of 2022 Budget p. 145

Council Report

Nominating Committee Report

1. Motion: Approval of 2022 Slate p. 146

Sale of Community Presbyterian Church, Lawton, Manse p. 147

Executives' Reports

New Business

1. 2022 Presbytery Meeting Dates:
April 2, 2022
October 22, 2022

Adjourn

**The Presbytery of Prospect Hill
Stated Meeting of the Presbytery
Thursday, February 25, 2021
Via Videoconference**

The Presbytery of Prospect Hill met for a regularly called meeting on Thursday, February 25, 2021 via videoconference.

Moderator Rev. Kevin Freese called the meeting to order with prayer at 3:00 p.m.

Administrative Executive and Stated Clerk Rev. Annika Lister Stroope gave an orientation to the Zoom videoconferencing format.

A quorum was present, as established by electronic registration.

Church	Teaching Elder/ CP	Occupation Code	Present/Absent/ Excused	Ruling Elder
Alta, First	Rev. Denise Parrello	151	P	Mike Pedersen
Armstrong, First	Rev. Suzanne Wobig	101	P	
Auburn, United	Vacant	101		Tom Gorman
Battle Creek, First	Rev. Kevin Freese	101	P	Keely Goettsch
Breda, Wheatland	Vacant			
Bronson, Elliott Creek	Vacant			
Carnarvon, Emmanuel	CRE Lue Baker	107	A	
Carroll, First	Rev. Rikki Sorensen	101	P	Peter Sorensen
Cherokee, Memorial	Vacant			Matt Royster
Cleghorn, First	Vacant			Cheryl Plagman
Denison, United	Rev. Jennifer Olson	101	P	Penny Kinney
Estherville, First	Rev. Dr. Dave Ullom	101	E	Beth Carriso
George, Ebenezer	Rev. John Pea	101	P	
George, Zoar	Rev. John Pea	101	P	Norine Kruse
Glidden, First	Rev. Anna Small	101	P	Elaine Crawford
Hawarden, Associated	Rev. Erma Wolf	151	P	
Ida Grove, Westminster	CRE Shari O'Bannon	107	E	Doug Masker
Lake City, Union	Rev. Randy Russom	101	P	Pat Carroll
Lake Park, First	Vacant			Lesleigh Wiese

Lawton, Community	Vacant			Lorna Peters
LeMars, Plymouth	Vacant			
<u>LeMars, Presbyterian UCC</u>	Rev. Jan Christensen	101	P	Pat Penning
<u>Manilla, United</u>	Rev. Joel Sutton	151	A	
<u>Manning, First</u>	Vacant			Gwen Detlefsen
<u>Odebolt, First</u>	Vacant			Carol Raasch
<u>Paullina, First</u>	CRE Marj Feltman	107	P	John Ihle
<u>Ringsted, First</u>	Rev. Suzanne Wobig	101	P	
<u>Rockwell City, St. Paul's</u>	Rev. Kelley Pedersen		E	
<u>Sac City, First</u>	Rev. Missy Brown-UMC	151	P	Alice Zimmerman
<u>Sanborn, First</u>	Rev. Gregg Johnson	151	A	
<u>Schaller, First</u>	Rev. Michael Sydnor	101	P	Cathy Sydnor
<u>Sioux City, Faith United</u>	Rev. David Koehler	101	P	Lori Hansen
<u>Sioux City, First</u>	Vacant			Juliana Mayne
<u>Sioux City, Westlawn</u>	Vacant			
<u>Sioux City, Westminster</u>	Rev. Erica MacCreaigh	101	P	Dave Binder
<u>So. Sioux City, First</u>	Vacant			
<u>Spirit Lake, First</u>	Rev. Clint Loveall	101	P	
<u>Spirit Lake, First</u>	Rev. Michael Gewecke	103	P	
<u>Storm Lake, Lakeside</u>	Vacant			
<u>Vail, United</u>	Rev. Bob Cook	105	P	
<u>Wall Lake, Trinity</u>	CRE Lue Baker	107	P	
<u>Westside, United</u>	Rev. Bob Cook	105	P	

Other Ministers on the Roll of Presbytery				
Specialized Ministry and At-Large				
Rev. Donna Gray	At-Large	797	P	
Rev. Dr. Cambria Kaltwasser	Northwestern College	644	E	

Honorably Retired				
Rev. Marshall Brown		299	P	
Rev. Richard Francis		299	P	
Rev. Tom Murray		299	P	
Rev. Ken Fells		299	P	
Presbytery Staff				
Rev. Ian McMullen	Pastor to the Presbyteries		P	
Karen Kaiser	Treasurer		P	
Jeannie Stolee	Office Administrator		P	
Presbytery Committee Members Present				
Mason Goodenow	Budget & Finance Moderator		P	
Rev. Ken Rummer	Personnel Commission		P	
Nancy Janssen	Presbytery Moderator		P	
Harry Gabe	Lakeshore Center at Okoboji		P	
Corresponding Members				
Amgad Beblawi, Ruling Elder	Presbytery of Des Moines		P	
Rev. Dr. Annika Lister Stroope	Presbytery of Des Moines		P	
Rev. Ken Rummer	Presbytery of Des Moines		P	
Guests and Others				
Duane Mullen	Candidate, Denison United		P	
Rebecca Brown	Carroll First		P	
Kendall Von Glan	Denison United		P	
Brian Kessler	Lake Park First		P	
Kathy Francis	Carroll First		P	

It was moved, seconded, and carried (M/S/C) to authorize meeting via videoconference.

First time commissioners were introduced.

The following were seated as Corresponding Members:

- Rev. Ken Rummer, Presbytery of Des Moines
- Rev. Annika Lister Stroope, Presbytery of Des Moines
- Ruling Elder Amgad Beblawi, Presbytery of Des Moines

No new business was introduced.

The agenda for the day was approved by consensus.

Rev. Kevin Freese led the Presbytery in a service of Installation for the Executives, the Moderator, and the Vice Moderator. Those installed were:

- Rev. Dr. Annika Lister Stroope, Administrative Executive and Stated Clerk
- Ruling Elder Amgad Beblawi, Mission Executive
- Rev. Ian McMullen, Pastor to the Presbyteries
- Ruling Elder Nancy Janssen, Moderator
- Rev. Jan Christensen, Vice-Moderator

An offering was taken for the South Sudan Scholarship program of the Presbytery.

Moderator Ruling Elder Nancy Janssen assumed the moderatorial duties.

M/S/C to approve the Consent Agenda:

- The Minutes of the October 24, 2020 Stated Meeting.
- The Moderators' Reports (see below).
- The report of the Commission on Ministry (see below).
- Approve the Stated Clerk, Moderator of the Budget and Finance Commission, and the Treasurer as signors on the Presbytery bank accounts.

Past Moderator's Report February 2021

Dear Friends in Christ,

I greet you all in the name of our Lord and Savior, Jesus Christ. As we gather once again via Zoom for this Presbytery meeting, we continue to navigate the waters of pandemic and changing times. Although many of the restrictions of the pandemic have eased, the virus is still very active – leaving illness, worry, and death in its path. We continue with caution and a deepened regard and awareness for health and safety in our newfound ways of doing worship, meetings, and many other things we once did automatically without much thought. We move forward seeking well-being and wholeness as we trust in God, God's will and God's way.

Your Moderator Team met via Zoom on November 18, January 21 and February 11 with our focus on the new leadership structure, Presbytery finances with preparation and planning for this and other meetings of the Presbytery. Those serving on the Moderator Team are Nancy Janssen, Jan

Christensen, David Koehler, Mason Goodenow, Jennifer Olsen, Michael Gewecke. I will serve as the team's Moderator for 2021. Presbytery executives, Amgad Beblawi, Ian McMillan, Annika Lister Stroope and Treasure Karen Kaiser and Office Administrator Jeannie Stolee serve as ex-officio and resource members.

Our newly elected Presbytery executives will be installed at this meeting. We look forward to the ongoing development of leadership, structure, ministry and mission as Annika, Amgad and Ian establish connections, patterns and schedules with the congregations and pastors they serve within each Presbytery. I encourage each of us to continue to pray for each of them and to reach out as well with your questions, concerns and ideas. These three outstanding individuals bring a variety of talents, skills and gifts aiding and blessing our Presbytery and the cooperating Presbyteries of North Central and Des Moines. It will take all of us to respond cooperatively and do our part in joining together as partners in these new and exciting times.

Two new Presbytery committees – Congregational Vitality and Mission Committee – are being formed and will be up and functioning very soon. The By-laws and Manual of Operations Review Task Force has been working diligently to update and revise the respective documents to represent our current structure and operation as a Presbytery. Special thanks to Richard Francis for his leadership and research in this work.

A special thank you to all who serve on Presbytery Committees. You are an invaluable part in helping our Presbytery accomplish the mission and ministry of the church. If you are retiring from a certain committee, we thank you and if you are beginning committee service, we welcome you.

We thank God for the gift of faith – thanking each of our pastors, elders, deacons, commissioners and the many others who serve in a wide variety of ways. Trusting in Jesus Christ; the mission, ministry and life of the church and our Presbytery will continue to flourish in new and exciting ways in 2021 and beyond!

In Christ's Amazing Love,
Rev. Kevin J. Freese, 2020 Moderator Presbytery of Prospect Hill

Moderator's Report February 2021

Greetings and God's blessings to all. This is my first report as Moderator of the Presbytery of Prospect Hill. Although, I do not know what I should report on, I do know that God has called me to serve and I said, YES! I hope I get to know each of you as we do the work of the Presbytery and of God.

What an interesting time we are living in. We have all learned what a "Zoom" meeting is. We have learned new ways to communicate without being in the same place at the same time. I dare say, some of this has been good, look at all the travel costs every organization has saved. But we all know that as God's people we need community and communion with one another.

In between the Presbytery gatherings, the Moderator Team continues to meet, the committees continue their work, and our churches go about their business. We have had a task force working to update our by-laws for presentation at this meeting. Changes are being made to more accurately reflect how our corporation operates. Once these are approved, that group will move on to updating the Manual of Operations. This is very detailed work, and we appreciate the dedication of that team.

We continue to work together to further the transition of staffing with the Tri-Presbytery and Ian, Annika and Amgad. What wonderful servants of Christ are each of them. Thanks to all of those who continue to serve on those teams.

This summer, the Moderator Team reviewed and approved many grants for technology upgrades in churches throughout our Presbytery. I hope that your church took advantage of this opportunity to grow in ministry. There will be another grant offering coming in the next few weeks.

At the same time, we announced the technology grants we also announced grant availability for Mission work. Sadly, we gave very little of that money out. Mostly because, I believe, true mission requires people gathering for the planning and implementation and many felt that was too hard. I challenge each church within our Presbytery to come up with a plan, complete the application and start a new outreach. Please reach out to Rev. Amgad Beblawi, our Mission Executive, as you work on your plans. He will be an awesome resource and I hear he is looking for churches to assist.

As you read this, you know by now that I am not a flowery writer, nor an articulate speaker. I am a lay person who answered God's call to serve as your Moderator. This faith to say "yes, here I am Lord" was instilled in me as a child by the Rev. Donald Gibson, to whom I am so grateful for his care and teaching. Also, by my parents, who made sure we were in Church and Sunday School every Sunday. It was an awesome day I watched my Dad, Glenn Determann be installed as Moderator in the Chapel at Buena Vista University. I have questioned why God called me to this position. Thru a lot of prayer, I feel I am called to lead this Presbytery by demonstrating a strong faith in God much like such figures in the Bible as Daniel in the Lion's Den, Jonah in the belly of the whale or David standing up to Goliath. They all showed such faith. May we show that faith by meeting in person, greeting each other without fear, stop hiding behind a mask and stepping up in our mission to spread the Gospel. There is only one way and that way is God, and it is he and only he that protects us.

Trust and Obey, it is God only way,
Nancy Janssen, Moderator

Commission on Ministry (COM) Report

February 25, 2021- Zoom Meeting

Since the last meeting of Prospect Hill Presbytery, the Commission on Ministry has taken the following actions:

- Held Elder Communion Training, led by Rev's Francis, McMullen, Lister Stroop on the following dates with the following participants: October 21, 2020: Cherokee, Memorial(2); S. City, First(2); Vail, United(1); Odebolt, First(8); December 14, 2020: Cleghorn, First(4);

Auburn, United(2); S. City, Faith United(2); Manning, First(2); S.S. City, First(2); January 31, 2021: 35 participants from Des Moines, North Central Iowa, and Prospect Hill Presbyteries. All trainings were held on Zoom.

- COM members did 2 Liaison Visits with congregations.
- COM received Annual Reports from Rev. Donna Gray, Rev. Shawn Harmon, Rev. Cambria Kaltwasser, all of our current Minister Members in Validated Ministries and At Large.
- COM received and approved Annual Reviews for CRE's Lue Baker, Bill Crawford and Sherri O'Bannon; approved the retirement of CRE Bill Crawford.
- COM approved the Revised Covenant of Ministry between Wall Lake, Trinity and CRE Lue Baker, through August, 2021 with a revised total compensation of \$5,092.40, and with an added Dissolution Clause.
- COM approved the Dissolution of the Covenant of Ministry Agreement between Carnarvon, Emmanuel and CRE Lue Baker, effective 12/6/20.
- COM approved Rev. Bob Cook to serve as Moderator of Session for Carnarvon, Emmanuel, effective 12/6/20.
- COM approved the revised Covenant of Ministry between Manning, First and Pastor Vickie Steffes, with the compensation remaining the same, but a Dissolution Clause added.
- COM held Boundaries Training, put on by Deb DeMeester, in conjunction with the October 24 Presbytery Meeting, and the following participated: Anna Small, Clint Loveall, David Koehler, Erica MacCreaigh, Jan Christensen, Jennifer Olson, John Pea, Ken Fells, Leslie Wiese, Lue Baker, Marj Feltman, Michael Gewecke, Michael Sydnor, Rikki Sorensen, Annika Lister-Stroope, Kevin Freese, Amgad Beblawi, Susan Wobig, Ian McMullen, Richard Francis. As well, Randy Russom and Donna Gray completed Boundary Training with Des Moines Presbytery, and Missy Brown completed the UMC equivalent.
- COM reports that Ida Grove, Westminster has withdrawn from the joint PNC with Odebolt, First, and Odebolt, First continues in the search process as a single congregation. As well, the following congregations continue in search processes: Paullina, First; Lawton, Community and Bronson, Elliott Creek; S. City, First; S.S. City, First; Storm Lake, Lakeside; Odebolt, First. The following congregations continue in pastoral transitions: Plymouth, First; Cherokee, Memorial; Auburn, United; Breda, Wheatland; Carnarvon, Emmanuel; Cleghorn, First; Lake Park, First; S. City, Westlawn. All these congregations in transitions and searches continue to have Moderators approved by COM.
- COM received the request from the congregation of Plymouth, First to form an Administrative Commission (AC) to begin the process of a gracious ending to their ministry as a congregation. On this AC are: Rev. Kevin Freese, Rev. David Koehler, Rev. Erica MacCreaigh, John Mayne, atty. Bruce Brock, Realtor, plus two members of the session of Plymouth, First. Rev. Annika Lister-Stroope, and Rev. Ian McMullen will be ex-officio members of the AC. The first meeting has not yet been scheduled.

The COM continues to hold each of our member congregations and member Pastors and Commissioned Ruling Elders (CREs) in prayer as we continue to minister through the ongoing pandemic and transitional situations of many congregations and communities, and we ask you to join us in these prayers.

We plan to hold liaison visits with each of our congregations in the year to come, made easier with the Zoom possibilities, and to continue to build strong relations with our congregations and walk with them as we, together, minister to the people of God in our Presbyterian perspective.

We have no action items at this time. Thank you.

Submitted,
Rev. David Koehler, Moderator COM

Budget & Finance Report

Mason Goodenow presented the report of the Budget and Finance Committee. See financial report attached as Addendum 1. The Moderator Team has authorized a new round of grants to congregations for mission and technology.

M/S/C to recess for five minutes at 3:29 p.m.

Executives Ian McMullen, Annika Lister Stroope, and Amgad Beblawi presented reports.

Rev. Randy Russom continued worship with a Scripture Reflection on Ephesians 4:1-6.

The Presbytery joined in singing “I Will Call Upon the Lord” to accompaniment recorded by William and Joyce Beyer from Covenant Presbyterian Church of West Des Moines.

Richard Francis presented the report of the Bylaws & Manual of Operations Task Force.

Report of the Bylaws/Manual of Operations Task Force

Presbytery of Prospect Hill

February 25, 2021

In 2020, the Moderator Team formed a Task Force to revise the Bylaws and Manual of Operations of the Presbytery. The revisions were to ensure compliance with the current Book of Order, to reflect the practice of the presbytery as it has evolved, and to incorporate the new staffing model.

Members of the Task Force are

- Teaching Elder Richard Francis
- Teaching Elder Kevin Freese
- Teaching Elder David Koehler
- Ruling Elder Nancy Janssen
- Ruling Elder Kim Fara
- Ruling Elder Karen Kaiser (staff)
- Administrative Executive/Stated Clerk Annika Lister Stroope (staff)

Though he was not a member of the Task Force, Dave Patton, who is an attorney, reviewed the Bylaws and contributed the last two articles which deal with the legal ramifications. Our Administrative Assistant, Jeannie Stolee, reviewed the final product and was able to catch several typos and inconsistencies as well as helping to clarify some of the language.

Our philosophy was to produce a “lean” set of Bylaws that incorporate only the essentials, and that would not need to be changed very often. The Manual of Operations, on the other hand, is intended to cover everything that the presbytery does. Consequently, it is much longer than the Bylaws, far more detailed, and is meant to be easily changed when circumstances change.

Work on the Manual of Operations continues. It will be available soon, and we will get it to you in plenty of time for review before we ask you to vote on it.

Today we are presenting the Bylaws for a first reading. You will have the opportunity to ask questions, but you won't be asked to vote. Later this year there will be a special meeting of the presbytery at which you will be asked to vote on both the Bylaws and the Manual of Operations.

The Book of Order states that

Christ gives to the Church its faith and life, its unity and mission, its order and discipline. Scripture teaches us of Christ's will for the Church, which is to be obeyed. In the worship and service of God and the government of the church, matters are to be ordered according to the Word by reason and sound judgment, under the guidance of the Holy Spirit.

Our Bylaws and Manual of Operations are some of the “matters...ordered according to the Word by reason and sound judgment, under the guidance of the Holy Spirit,” and if they function to further the ministry of the Presbytery of Prospect Hill, they will have succeeded.

BYLAWS OF THE PRESBYTERY OF PROSPECT HILL

ARTICLE I Organization

Section 1.01: Name and Organizational Structure.

The Presbytery of Prospect Hill (hereinafter “the Presbytery” or “the Corporation”) is a nonprofit corporation organized and existing under the laws of the State of Iowa.

Section 1.02. Tax Status and Purposes.

In accordance with the status of the Presbytery as an organization formed exclusively for religious purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future United States internal revenue law) (the “Code”), the Presbytery is organized and shall be operated exclusively for the purposes set forth in the Articles of Incorporation.

Section 1.03. Function.

The Presbytery shall function as a council within the Presbyterian Church (U.S.A.) in accordance with the Constitution of the Presbyterian Church (U.S.A.).

Section 1.04. Mission.

The mission of the Presbytery is to ensure in the midst of our diversity the nurturing and energizing of Presbyterians by unifying and solidifying the focus of our faith in Jesus Christ through Worship, Leadership, Discipleship, Stewardship, and Partnership.

Section 1.05. Interpretation.

These Bylaws shall serve as the Corporation's Code of Regulations, for purposes of Iowa nonprofit Corporation Law, and shall be interpreted, to the extent possible, to maintain consistency with the Constitution of the Presbyterian Church (U.S.A.), including any amendments thereto. To the extent these Bylaws cannot be interpreted in a manner consistent with the Constitution of the Presbyterian Church (U.S.A.), including any amendments thereto, the Constitution of the Presbyterian Church (U.S.A.) shall control the proceedings of the Presbytery. The Stated Clerk shall report at the next stated meeting of the Presbytery, after the date that amendments become effective, whether any amendment to the Constitution of the Presbyterian Church (U.S.A.) is inconsistent with these Bylaws and, if so, propose appropriate amendments to these Bylaws to insure consistency between the Constitution of the Presbyterian Church (U.S.A.) and these Bylaws.

ARTICLE II

Members and Meetings

Section 2.01. Membership.

Membership in the Presbytery shall be determined consistent with the provisions of the Constitution of the Presbyterian Church (U.S.A.) and the Presbytery's Manual of Operations (see Section 2.09).

The Presbytery of Prospect Hill is a corporate expression of the Presbyterian Church (U.S.A.), consisting of all the congregations of the Presbyterian Church (U.S.A.) within the counties of: Buena Vista, Calhoun, Carroll, Cherokee, Clay, Crawford, Dickinson, Emmet, Ida, Lyon, Monona, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Sac, Sioux, and Woodbury, all in Iowa, Dakota County in Nebraska and Big Sioux Township of Union County in South Dakota. All the ministers on the roll of Presbytery shall be members of Presbytery. Minister members of Presbytery shall be subject to the provisions in the Form of Government, G-2.05.

Section 2.02. Stated Meetings.

The Presbytery shall hold two stated (or regular) meetings of its members, on such dates and locations as are determined by the Council of the Presbytery. The last stated meeting of the year shall be the annual meeting and the election of officers shall take place at this meeting. All business appropriate to the Presbytery may be conducted at a stated meeting.

Section 2.03. Special Meetings.

The Moderator may call a Special Meeting when one is deemed necessary to transact business that needs to be completed before the next Stated Meeting. The Moderator shall call such a meeting when requested by a Committee of the Presbytery or at the request of two ministers and two elders, the elders being of different churches. If the Moderator is unable to act, the Vice-Moderator will call the meeting. Notice of a special meeting shall be sent not less than 10 days in advance to each minister and to the Session of every church. The notice shall set out the purpose of the meeting, and no business other than that listed in the notice shall be transacted.

Section 2.04. Emergency Meetings

In the event of a declared emergency such as a natural disaster or pandemic, the Presbytery may meet by electronic means if all ministers of Word and Sacrament members and ruling elder commissioners have reasonable notice of the electronic meeting and the ability to discuss, deliberate, discern the will of God, and vote on business items. The rules governing special meetings (Section 2.03) shall apply. The quorum for such a meeting is three ministers of Word and Sacrament and three ruling elder commissioners from three different congregations.

Section 2.05. Quorum.

The quorum for stated and special meetings of the Presbytery shall be three minister members and three elders from at least three different member congregations of the Presbytery.

Section 2.06. Parliamentary Procedure.

All meetings of the members of the Presbytery shall be conducted in accordance with the most recent edition of Roberts Rules of Order, except in those cases where the Constitution of the Presbyterian Church (U.S.A.) provides otherwise.

Section 2.07. Eligibility for Membership.

Only individuals selected in accordance with the Constitution of the Presbyterian Church (U.S.A.) shall be members of the Corporation within the meaning of the Iowa Nonprofit Corporation Law and shall be eligible to vote at all stated or special meetings of the Presbytery.

Section 2.08. Roll of Members.

The roll of members shall be established and maintained by the Stated Clerk of the Presbytery as prescribed by the Constitution of the Presbyterian Church (U.S.A.) and the Manual of Operations of the Presbytery.

Section 2.09. Manual of Operations.

The members of the Presbytery shall adopt a Manual of Operations to delineate the membership, terms, and responsibilities of all elected and appointed bodies of the Presbytery. The Manual of Operations may be amended by the majority vote of the members at a stated meeting, or at a special meeting called for such purpose, and at which a quorum is present.

ARTICLE III
Officers and Staff

Section 3.01. Officers.

The Presbytery shall elect from its minister members and elders of member congregations a Moderator and a Vice-Moderator. It shall also elect a Stated Clerk for a specified term. The Stated Clerk shall serve as the Secretary of the Presbytery. In accordance with the Book of Order the Stated Clerk must be either a Minister of Word and Sacrament or a Ruling Elder, but need not be a member of the Presbytery. The terms and duties of the officers shall be included in the Manual of Operations.

The Moderator shall preside at all meetings of the Presbytery. If the Moderator is able to preside, the Vice-Moderator shall preside. If neither is able to preside, the Stated Clerk shall ask a past Moderator to preside.

Section 3.02. Administrative Staff.

The Presbytery shall call and employ such Administrative Staff as it deems necessary to assist the Presbytery in carrying out its mission and ministry. The Presbytery may, at its discretion, share staff with other Councils of the Presbyterian Church (U.S.A.) or with Councils of other churches in full communion with the Presbyterian Church (U.S.A.) as defined in the Book of Order, G-5.0202.

ARTICLE IV
The Council

Section 4.01 Membership of the Council

The Council of the Presbytery shall consist of

- The currently serving Moderator
- The currently serving Vice-Moderator
- The Stated Clerk
- The immediate past Moderator
- The moderator of the Commission on Ministry
- The moderator of the Budget and Finance Committee
- The moderator of the Personnel Commission
- The moderator of the Mission Committee
- Presbytery staff (ex-officio with voice but no vote)

Section 4.02 Duties and Responsibilities of the Council

The Council shall

1. Function as the Board of Directors of the Presbytery Corporation under the provisions of Iowa law, with the Stated Clerk serving as Secretary of the Corporation.
2. Be available for the clarification of programs and decisions of Presbytery.
3. Maintain the timely dissemination of current and accurate information regarding Presbyterian programs, issues and concerns.

4. Meet on a regular basis, either in person or via video conference, including three weeks prior to Presbytery meetings and as requested by Presbytery moderator.
5. Be responsible for setting the location, agenda, and worship for each of the stated Presbytery meetings. Meetings for Presbytery shall ordinarily include opportunities for worship, business, education, and fellowship.
6. Be responsible for nominating the nominating committee to consist of Ministers of Word and Sacrament and ruling elders, striving for equal representation.
7. Establish all working groups and ensure each working group meets guidelines as established by the Presbytery.
8. Support Presbytery staff.
9. Set goals for and present those goals to the Presbytery annually, together with updates on how those goals are being or not being met.
10. Study together topics that will help the team to lead the Presbytery in its vision and mission.
11. Seek out resources needed by congregations and leadership to live out Presbytery vision.
12. Create, implement, or otherwise provide educational events at Presbytery related to vision.
13. Establish all working groups and ensure each working group meets guidelines as established by the Presbytery.

ARTICLE V

Commissions, Committees, and Task Forces of the Presbytery

Section 5.01 Committees of the Presbytery

The permanent Commissions and Committees of the Presbytery are

1. The Commission on Ministry, which is charged with overseeing the Ordered Ministries of the Church as set forth in the *Book of Order*, Chapter Two, with the exception of those set forth in G-2.06, Preparation for Ministry.
2. The Committee on Preparation for Ministry, which is charged with overseeing the preparation for service of Inquirers, Candidates, and Commissioned Ruling Elders as set forth in G-2.06.
3. The Budget and Finance Committee, which is charged with setting the budget of the Presbytery and overseeing its finances.
4. The Mission Committee, which is charged with overseeing the mission of the Presbytery.
5. The Congregational Vitality Committee.
6. The Personnel Commission, which deals with all personnel issues.
7. The Nominating Committee, which is charged with nominating officers of the Presbytery and members of the Commissions, Committees, and Task Forces of the Presbytery.
8. The Committee on Representation, which is charged with making sure the provisions of G-3.0103 are followed with regard to inclusiveness and representation.
9. The John Coates Fund Board, which administers the John Coates Memorial Fund.

10. The Trustees of Prospect Hill Monument, who see to the maintenance and upkeep of the Prospect Hill Monument in Sioux City, Iowa.

The membership, duties, and authority of all Commissions and Committees are set forth in the Manual of Operations.

ARTICLE VI
Nominations and Elections

Section 6.01. Eligibility for office or service on the Commissions, Committees, and Working Groups of the Presbytery shall be consistent with the Constitution of the Presbyterian Church (U.S.A.) and in accordance with the Manual of Operations.

Section 6.02. The Nominating Committee shall nominate persons to all elected positions except for the Nominating Committee and the administrative staff of the Presbytery.

Section 6.03. The Council of the Presbytery shall nominate persons to serve on the Nominating Committee.

Section 6.04. Elections shall be conducted in accordance with the Manual of Operations.

ARTICLE VII
Insurance

Section 7.1. The Presbytery shall maintain insurance against all losses as required by the Constitution of the Presbyterian Church (U.S.A.) and shall review the adequacy of the coverage on an annual basis.

ARTICLE VIII
Miscellaneous

Section 8.01. Fiscal Year.

The fiscal year of the Presbytery shall end on the last day of December.

Section 8.02. Amendments.

These Bylaws may be amended, subject to the Articles of Incorporation, the laws of the state of Iowa and the Constitution of the Presbyterian Church (U.S.A.), by approval of the Presbytery at any stated or special meeting of the members of the Presbytery at which a quorum is present, by a two-thirds vote of those present and voting, provided that a full copy of the proposed changes is transmitted electronically to all members and churches of the Presbytery no less than 60 days prior to the meeting on which the vote is to be taken.

These Bylaws may not be amended contrary to or so as to not include the provisions of the Constitution of the Presbyterian Church (U.S.A.).

Section 8.03. All Property Held in Trust.

Any and all property, now or hereinafter held by the Presbytery, or to which the Presbytery is entitled, shall be held in trust for the benefit of the Presbyterian Church (U.S.A.).

Section 8.04. Particular Property Requirements.

When buying, selling, or mortgaging real property, the Council shall act only after the approval of the members of the Presbytery granted in a duly constituted meeting.

Section 8.05. Property Conveyances.

Pursuant to the Constitution of the Presbyterian Church (U.S.A.), real property transferred to a Presbyterian church or congregation within the bounds of the Presbytery shall include the following language in the deed:

The premises herein conveyed shall be used, kept, and maintained by the grantee for Divine Worship and other purposes of its ministry as a congregation within the Presbytery of Prospect Hill or its successor in interest, subject to the provisions of the Constitution of the Presbyterian Church (U.S.A.).

ARTICLE IX
Definitions

Section 9.01. The term "Presbyterian Church (U.S.A.);" shall include any and all successor organizations.

Section 9.02. The term "Presbytery of Prospect Hill" shall include any and all successor organizations.

ARTICLE X

Section 10.01 Liability Shield Provision

A director of the Corporation shall not be liable to the Corporation or its members for money damages for any action taken, or any failure to take any action, as a director, except liability for any of the following: (1) the amount of a financial benefit received by a director to which the director is not entitled; (2) an intentional infliction of harm on the Corporation or the members; (3) an intentional violation of criminal law. If the Revised Iowa Nonprofit Corporation Act is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the extent of such amendment, automatically and without any further action, to the fullest extent permitted by law. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability or any other right or protection of a director of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

ARTICLE XI

Section 11.01 Indemnification Provisions

The Corporation shall indemnify a director for liability (as such term is defined in section 504.851 of the Revised Iowa Nonprofit Corporation Act) to any person for any action taken, or any failure to take any action, as a director, except liability for any of the following: (1) receipt of a financial benefit received by a director to which the director is not entitled; (2) an intentional infliction of harm on the Corporation or the members; (3) an intentional violation of criminal law. Without limiting the foregoing, the Corporation shall exercise all of its permissive powers as often as necessary to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law. If the Revised Iowa Nonprofit Corporation Act is hereafter amended to authorize broader indemnification, then the indemnification obligations of the Corporation shall be deemed amended automatically and without any further action to require indemnification and advancement of funds to pay for or reimburse expenses of its directors and officers to the fullest extent permitted by law. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any indemnification obligations of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

M/S/C to recess for 5 minutes at 4:02 p.m.

Rev. Ken Rummer presented the reports of the Shared Personnel Commission and of the Tri-Presbytery Search Committee.

**Report from the Tri-Presbyteries Search Committee
December 16, 2020
by Ken Rummer, Moderator**

Presbytery leaders approve Transition Period

The addition of a six-month transition period to the Joint Shared Staffing Plan was approved by the Moderator Team of the Presbytery of Prospect Hill and the Leadership Council of the Presbytery of Des Moines and the Presbytery Council of the Presbytery of North Central Iowa at their late November/early December meetings. The idea grew out of conversations among members of the new shared executive team and came to the leadership groups as a recommendation from the Tri-Presbyteries Search Committee.

The Transition Period will run from January through June of 2021. During that time, the Office Administrator slot in the Shared Staffing Model will be filled by a Transitional Office Administrator working out of the Lakeshore Center office, with the Urbandale office to be used as needed. Also during the Transition Period, the Communications and Program Administrator position will not be filled, and the budget line for that position will support a temporary contract with a specialized person or firm to develop communications infrastructure for the three presbyteries such as information sharing and web site development.

The Tri-Presbyteries Search Committee will be dissolved on December 31, 2020. Search and hiring work for the two (post-transition) administrative positions in the Shared Staffing Model will become the responsibility of the Joint Personnel Commission (made up of three members from each presbytery) which will begin its work on January 1. Decisions about the future office location will also be made by the Joint Personnel Commission.

Jeannie Stolee hired as Transitional Office Administrator

The Tri-Presbyteries Search Committee at its December 10 meeting hired Jeannie Stolee as Transitional Office Administrator. She currently serves as Administrative Assistant for the presbyteries of Prospect Hill and North Central Iowa. That position will end and the new transitional position will begin on January 1, 2021 and run through June.

Jeannie provided this introductory paragraph:

After graduating from Milford High School, I attended a one-year vocational technical secretarial program at Iowa Central Community College in Fort Dodge. My first job was with the Iowa Department of Human Services in Ames. I then moved to Cherokee and worked for a law firm. After two years with that firm, I moved back to central Iowa, where I worked as a legal assistant in Ames for the next 31 years. During that time, I was heavily involved in showing Paint horses and was treasurer of the Iowa Paint Horse Club for 13 years. In 2016 I moved back to Northwest Iowa to be closer to family. I started working for the Presbyteries of North Central Iowa and Prospect Hill in December 2016. I am very close with my two nieces and get to be grandma to my great-nephew and great-niece. I enjoy being around the lakes of Okoboji. I am no longer involved in horses, but greatly enjoy my Welsh Corgi Emma.

Search Committee Recognizes Synod Role in the Search Process

Through the twelve months of the search process, the Synod of Lakes and Prairies has provided valuable guidance and support to the Committee. Special thanks go out to Deb DeMeester, Director for Leadership Development for the Synod, and to Gretchen Milloy, Synod Office Coordinator.

Members of the Tri-Presbyteries Search Committee:

TE Kerry Carson (NCI), RE Judy Klepfer (NCI), RE Nancy Beenken (NCI)
RE Kendall Von Glan (PH), TE Randy Russom (PH), RE Rebecca Brown* (PH),
RE Darca Boom (DSM), TE Lynne Hanna (DSM), TE Ken Rummer** (DSM)

*Committee Secretary

**Committee Moderator

Report from the shared Personnel Commission of the Presbytery of Prospect Hill, the Presbytery of North Central Iowa, and the Presbytery of Des Moines

February 5, 2021

The first meeting of the Commission took place on January 7, 2021 via ZOOM with all members present.

Members from Prospect Hill Presbytery:

Ruling Elder (RE) Jeff Stanley, Teaching Elder (TE) Jennifer Olsen and RE Rebecca Brown.

Members from North Central Iowa Presbytery:

RE Judy Klepfer, TE Brad Braley, and TE Gordon Moen.

Members from Des Moines Presbytery:

TE Shamaine Chambers-King, TE Ken Rummer, and RE Mickey Van Baale.

Deb DeMeester, Director of Leadership Development for the Synod of Lakes and Prairies, guided the Commission through an Orientation To Task, giving an overview of the Commission's work and the seven-year budget. The Commission is to be responsible for the shared staff, the shared office, and the shared budget supporting them, something like a parish council for a three-church yoked parish. (See details in separate document titled "United Presbyteries of the Plains Operational Covenant.")

Some of the initial arrangements:

- Bank accounts for the shared budget will be under the name "United Presbyteries of the Plains" (UPP).
- North Central Iowa Presbytery will serve as Common Paymaster for UPP.
- Karen Kaiser will provide accounting services to UPP for \$500 per month starting January 1, 2021. The contract will be reviewed by both parties after six months. (Karen has been serving both North Central Iowa Presbytery and Prospect Hill Presbytery in a similar capacity.)

A big item on the Commission's to-do list going forward will be putting together a set of personnel policies to guide our work with the shared staff.

The Commission elected its leadership for 2021.

Moderator, Ken Rummer (DM)

Vice-Moderator, Brad Braley (NCI)

Secretary, Rebecca Brown (PH)

Regular meeting times for the Commission will be 3rd Thursdays at 2 PM, with the next meeting scheduled for February 18.

Respectfully submitted,
Ken Rummer, Commission Moderator

United Presbyteries of the Plains Operational Covenant(Prospect Hill, North Central Iowa, and Des Moines) Updated Version, January 2021

1. Purpose

- a. The following Presbyteries covenant to faithfully share staff as set forth in the separate document titled ***Joint Presbytery Staffing Plan Final***

Report;

*Presbytery of Des Moines, as approved Nov
12, 2019*

*Presbytery of North Central Iowa, as
approved Nov 3, 2019*

*Presbytery of Prospect Hill, as approved Oct
26, 2019*

- b. This covenant is a supplement to the ***Joint Presbytery Staffing Plan Final Report*** and serves as a guide to operational matters and responsibilities of the Personnel Commission. If the need arises to modify provisions contained in this covenant, then the matter shall be referred to the leadership councils of all member presbyteries for review, revision, and final approval.
- c. The presbyteries have agreed to share staff for a period of seven years through 2027.
- d. The five shared staff positions consist of the following:

Mission Executive

Pastor to the

Presbyteries

Administrative

Executive/Stated

Clerk/Office

Administrator

Program and Communications Administrator

2. Finances

- a. Banking
 - i. The Presbytery of North Central Iowa will establish a separate bank account under the name of United Presbyteries of the Plains.
 - ii. The Presbytery of North Central Iowa agrees to serve as the custodian of the funds for a period of three years (2021-2023). After that time, this arrangement can be renewed by each presbytery's leadership council or moved to another of the member presbyteries.
 - iii. Each presbytery contributing to the financial activities under this covenant will own their share of the account balance in proportion to their contributions.
- b. Budgeting
 - i. *The Personnel Commission will manage the shared budget as follows:*
 1. *Adjusting line items, as needed, without exceeding the budget as approved in the ***Joint Presbytery Staffing Plan****

Final Report (See Appendix).

2. *Develop procedures for approval of financial transactions per financial policies.*
 3. *Act, jointly with executive staff, regarding office locations and related matters.*
- ii. Each member presbytery will manage their own budgets for their non-shared ministries.
- c. Shared staff compensation
- i. The Presbytery of North Central Iowa agrees to serve as the common paymaster for all five shared employees who will be concurrently employed by the Presbytery of Des Moines, Presbytery of Prospect Hill, and Presbytery of North Central Iowa.
 - ii. The Presbytery of North Central Iowa shall serve as common paymaster for a period of three years (2021-2023). After that time, this arrangement can be renewed by each presbytery's leadership council or moved to another of the member presbyteries.
 - iii. Details of the common paymaster arrangement are as follows:
 1. ***Relevant law:*** Internal Revenue Code Sections 3121(s) and 3306(p) enable a related corporation (the "common paymaster") to be treated as a single employer solely for purposes of certain payroll tax provisions if the common paymaster (1) employs the same employees concurrently with one or more related corporations, and (2) disburses compensation on behalf of itself and the other related corporations that concurrently employ the employees.
 2. ***Application of the law:*** A common paymaster relationship exists because (a) the Presbyteries of Des Moines, North Central Iowa and Prospect Hill are a "related" group of corporations since at least 30% of the employees of one presbytery are concurrently employed by the other presbyteries, (b) the employees receive their remuneration through one member of the related group - the common paymaster (i.e. the Presbytery of North Central Iowa), and (c) the employees are concurrently employed by all three presbyteries (including the common paymaster).
 3. ***Responsibilities:***
 - a. The common paymaster will disburse remuneration to the shared staff on behalf of all three presbyteries.
 - b. The common paymaster is responsible for keeping books & records for the payroll of the shared staff.
 - c. The common paymaster will pay concurrently employed individuals by one combined paycheck, drawn on a single bank account.
 - d. The common paymaster is treated as the only employer but only for purposes of FICA, FUTA and income tax withholding.

- e. The common paymaster is responsible for withholding, depositing, and paying FICA and FUTA taxes and filing and furnishing information returns associated with wages it disburses.
 - f. If the common paymaster fails to remit payroll taxes, it remains liable for the full amount of the unpaid portion of these taxes. In addition, each of the other related corporations (i.e. presbyteries) using the common paymaster is jointly and severally liable for its appropriate share of these taxes.
- d. Financial reporting and policies
- i. The Presbytery of North Central Iowa will utilize a cloud-based solution (QuickBooksOnline or similar) showing each presbytery's contributions and share of expenses.
 - ii. Quarterly financial reports will be sent to each member presbytery's finance committee and to the Personnel Commission.
 - iii. *The Personnel Commission is authorized to adopt financial policies to clarify roles, authority, and responsibilities for essential financial management activities considering segregation of duties for internal control purposes where possible.*

3. Liability of each presbytery

- a. For purposes other than paying compensation, the shared staff are employed concurrently by the Presbytery of Des Moines, Presbytery of North Central Iowa, and Presbytery of Prospect Hill.
- b. All presbyteries are responsible for acquiring and maintaining separate or group liability insurance and worker's compensation insurance policies for the shared staff.

4. Personnel Commission

- a. The oversight, evaluation and support of the shared staff is under the authority of a Personnel Commission as approved by the presbyteries in the ***Joint Presbytery Staffing Plan Final Report*** .
- b. *Composition of the Personnel Commission:*
 - i. Three people from each presbytery will be elected and commissioned for this service.
 - ii. Members will serve in rotating three-year terms.
 - iii. Members can serve two terms or six years before being required to rotate off.
 - iv. Leadership of the Commission will rotate among the presbyteries annually.
 - v. The Commission will report to each presbyter's leadership council.

United
Presbyteries of the
Plains Operational
Covenant

- c. *Authority and expectations of the Personnel Commission:*
- i. Develop a shared set of personnel policies.
 - ii. Execute employment agreements, if desired or advised.
 - iii. *The Personnel Commission is authorized to hire an accountant to perform banking and accounting activities including the receipt of funds and remittance of funds in accordance with the approved shared budget.*
 - iv. *The Personnel Commission will manage the shared budget as set forth in this covenant in 2.b.i. and is authorized to adopt financial policies as set forth in this covenant in 2.d.iii.*
 - v. Review and support the shared staff:
 1. Conduct initial six-month reviews of all staff (Jun 30, 2021).
 2. Conduct annual reviews of all staff for the first year (Dec 31, 2021).
 3. *Conduct annual reviews of all executive staff for the second and succeeding years.*
 4. Supervisors will conduct annual reviews of the full-time administrators and submit to the Personnel Commission.
 5. Mentor the staff, provide support, clarify responsibilities, and answer questions.
 6. Discharge staff members who do not meet performance and/or behavioral expectations using due process as set forth in the personnel policies. In the case of the Administrative Executive/Stated Clerk, the Commission shall recommend termination and an interim Stated Clerk candidate to each member presbytery for action.
 7. *In the case of vacancy in the Office Administrator or Program and Communications Administrator positions, the Personnel Commission and the three executives, shall jointly act to fill the vacancy.*
 8. *In the case of vacancy in the Mission Executive, Pastor to the Presbyteries or Administrative Executive/Stated Clerk positions, the Personnel Commission shall notify all member presbyteries and request activation of a search committee.*
 9. Note: Italicized wording in 2.b., 2.d., and 4.c. of this covenant represent changes to what was already approved by the presbyteries in the **Joint Presbytery Staffing Plan Final Report**.
 - vi. If the Personnel Commission is unable to resolve a given matter, it

shall be brought to a meeting of the moderators of the presbyteries' leadership councils.

5. Other matters

- a. If a dispute or disagreement occurs that is not covered in this covenant, it shall be referred to the Personnel Commission to resolve the matter. If the dispute requires revisions to this covenant, then the matter shall be referred to the leadership councils of all member presbyteries for review, revision, and final approval.

Appendix – Detailed Shared Budget, as approved in the *Joint Presbytery Staffing Plan Final Report*:

Contributions:	2021	2022	2023	2024	2025	2026	2027
DM	272,000	278,800	284,376	290,064	295,865	301,782	307,818
NCI	204,000	208,080	212,242	216,486	220,816	225,232	229,737
PH	111,000	113,220	115,484	117,794	120,150	122,553	125,004
Total	587,000	600,100	612,102	624,344	636,831	649,567	662,559

Expenses:	2021	2022	2023	2024	2025	2026	2027
Salaries:							
Executive: Mission	80,000.00	81,600.00	83,232.00	84,896.64	86,594.57	88,326.46	90,092.99
Executive: Pastor to the Presbyteries	80,000.00	81,600.00	83,232.00	84,896.64	86,594.57	88,326.46	90,092.99
Executive: Admin/Stated Clerk	80,000.00	81,600.00	83,232.00	84,896.64	86,594.57	88,326.46	90,092.99
Office administrator	45,000.00	45,900.00	46,818.00	47,754.36	48,709.45	49,683.64	50,677.31
Program & Comm administrator	45,000.00	45,900.00	46,818.00	47,754.36	48,709.45	49,683.64	50,677.31
Total salaries	330,000.00	336,600.00	343,332.00	350,198.64	357,202.61	364,346.66	371,633.59
Benefits:							
Medical	82,500.00	84,150.00	85,833.00	87,549.66	89,300.65	91,086.67	92,908.40
Pension	36,300.00	37,026.00	37,766.52	38,521.85	39,292.29	40,078.13	40,879.70
Death & disability	3,300.00	3,366.00	3,433.32	3,501.99	3,572.03	3,643.47	3,716.34
Cont educ: Execs	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
Cont educ: Admins	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
FICA	25,245.00	25,749.90	26,264.90	26,790.20	27,326.00	27,872.52	28,429.97
Professional exp	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Travel: Execs	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00	35,000.00
Travel: GA	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Travel: Prog/Comm	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Total benefits	196,845.00	199,791.90	202,797.74	205,863.70	208,990.97	212,180.79	215,434.41
Office expense:							
Rentals & utilities	11,000.00	11,275.00	11,556.88	11,845.80	12,141.94	12,445.49	12,756.63
Supplies	10,000.00	10,250.00	10,506.25	10,768.91	11,038.13	11,314.08	11,596.93
Phones	8,000.00	8,200.00	8,405.00	8,615.13	8,830.50	9,051.27	9,277.55
Postage	3,500.00	3,587.50	3,677.19	3,769.12	3,863.35	3,959.93	4,058.93
Zoom accounts	500.00	512.50	525.31	538.45	551.91	565.70	579.85
Equipment	8,000.00	8,200.00	8,405.00	8,615.13	8,830.50	9,051.27	9,277.55
Insurance	13,000.00	13,325.00	13,658.13	13,999.58	14,349.57	14,708.31	15,076.01
Janitorial	7,200.00	7,380.00	7,564.50	7,753.61	7,947.45	8,146.14	8,349.79
Laptops	2,000.00	2,050.00	2,101.24	2,153.75	2,207.62	2,262.81	2,319.38
Total office	63,200.00	64,780.00	66,399.50	68,059.48	69,760.97	71,505.00	73,292.62
Grand total	590,045.00	601,171.90	612,529.24	624,121.82	635,954.55	648,032.45	660,360.62

Amgad Beblawi and Ian McMullen introduced the new committees of the Presbytery, the Mission Committee and the Congregational Vitality Committee.

The Presbytery was divided into Breakout Rooms to discuss these questions: “What opportunities to reach new ears and eyes have grown out of this pandemic? What have we learned?” When the Presbytery reconvened people reported on the conversations in the Breakout Rooms.

Amgad spoke further about mission, relating it to Acts 1:8 and the Six Great Ends of the Church. The Presbytery returned to the Breakout Rooms to discuss the question, “What is God calling the Presbytery of Prospect Hill to be and to do in the coming months and years?” When the Presbytery reconvened people reported on the conversations in the Breakout Rooms.

The Presbytery joined in prayer, led by RE Rebecca Brown.

The Presbytery joined in singing “Called As Partners In Christ’s Service,” again to accompaniment recorded by William and Joyce Beyer from Covenant Presbyterian Church of West Des Moines.

Nominating Committee Report

Jan Christensen presented the report of the Nominating Committee. On behalf of the Committee, she placed the following names in nomination:

Budget and Finance Committee

Class of 2023

1. Bill Bruce (RE) Denison, United, 1st term

Congregational Vitality Committee

Class of 2021

1. Audrey Scholten (RE) Le Mars, PUCC, 1st term

Class of 2022

1. Open

Class of 2023

1. Open

Mission Committee

Class of 2021

1. Richard Francis (HR) Carroll, First, 1st term

Class of 2022

1. Sherry Koehler (RE) Sioux City, Faith United, 1st term

Class of 2023

1. Eric Olson (RE) Denison, United, 1st term

The Moderator asked for nominations from the floor. None appearing, the Presbytery voted to elect the nominees.

Harry Gabe presented the report of the Lakeshore Center at Okoboji. He reported that there will be full programming this summer with appropriate adaptations to keep everyone safe. The site has undergone some upgrades, notably the completed deck on the Lodge.

The meeting was adjourned with prayer by the Moderator at 5:25 p.m. The Closing Hymn was “Lord Dismiss Us with Thy Blessing.”

The next stated meeting of the Presbytery of Prospect Hill will be Saturday, October 23, 2021 at Lakeshore Center at Okoboji.

Financial Dashboard - Dec 31, 2020

Statement of Financial Position	Dec 31, 2020	Last quarter Sep 30, 2020	Last year Dec 31, 2019
Checking account	141,157	191,641	192,975
Savings account	-	-	74,987
Certificates of deposit	75,000	75,000	55,000
Investments	634,007	553,825	503,796
Net assets	850,164	820,466	826,758

Checking account	
Undesignated portion	105,100
Reserved for small church revitalization	20,247
Reserved for Lakeshore Center	12,500
Reserved for Coates pastoral assistance	1,110
Reserved for 2022 Youth Triennium event	1,700
Reserved for 2022 General Assembly	500
	<u>141,157</u>

Statement of Activities	Jan-Dec 2020 Actual		Jan-Dec 2020 Budget	Jan-Dec 2019 Actual
Support				
Presbytery per capita	102,532	90%	113,849	87,602
Presbytery unified mission	29,920	101%	29,756	30,533
Synod of the Lakes & Prairies	10,000	72%	13,942	14,762
Investment income	71,210	175%	40,584	78,748
PPP loan forgiven	11,500	n/a	-	-
Other support	1,696	77%	2,200	1,842
Total support	226,858	113%	200,331	213,487
Expenses				
Presbytery operations	24,796	78%	31,992	13,168
Mission & ministry	70,854	160%	44,304	30,425
Personnel:				
General presbyter	44,233	97%	45,744	32,644
Stated clerk	10,340	80%	13,000	13,272
Administrative assistant	29,191	100%	29,291	28,735
Accountant	6,000	100%	6,000	6,000
Tri-Presbytery staffing	25,000	100%	25,000	-
Total expenses	210,414	108%	195,331	124,244
Pass-thru amounts due GA & Synod	-		-	-
Donor restricted activity	6,961		(5,000)	520
Increase (decrease) in net assets	23,405		-	89,763
Net assets at beginning of period	826,759		-	736,995
Net assets at end of period	850,164		-	826,758

Investments	
Balance Jan 1st	503,797
Purchase additional shares from checking	60,000
Earnings & market gain(loss)	70,210
Balance Dec 31st	634,007

Net assets	
Donor restricted:	
PDA derecho grant	5,781
Peacemaking offering	5,053
Synod medical insurance grant	7,701
Congregational development	79,986
CPM scholarships	25,586
Chambang medical fund	500
Mental health fund	612
Total donor restricted	125,219
Undesignated funds	724,945
Net assets	850,164

Notes

Checking account is held at United Community Bank.
 Certificates of deposit are at Presbyterian Investment & Loan Program Inc.
 Investments are in New Covenant Funds:
 \$473,000 in the Balanced Growth Fund
 \$161,000 in the Balanced Income Fund



**Presbytery of Prospect Hill
Statement of Financial Position
As of December 31, 2020**

ASSETS

Checking account	105,100.11	
Checking account reserved for small church revitalization	20,246.88	
Checking account reserved for Lakeshore Center	12,499.94	
Checking account reserved for Coates pastoral assistance	1,110.15	
Checking account reserved for Youth Triennium in 2022	1,700.00	
Checking account reserved for General Assembly in 2022	500.00	
Total checking account	141,157.08	141,157.08
Certificates of deposit - Presbyterian Investment & Loan		75,000.00
Investments - New Covenant Funds unrestricted	473,260.72	
Investments - New Covenant Funds restricted	160,746.37	634,007.09
TOTAL ASSETS	850,164.17	

NET ASSETS

Without donor restrictions

Undesignated funds		724,945.25
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With donor restrictions

Restricted for PDA derecho grant	5,781.00	
Restricted for Peacemaking offering	5,052.50	
Restricted for Synod medical insurance grant	7,701.33	
Restricted for Congregational development	79,985.94	
Restricted for CPM scholarships	25,585.82	
Restricted for Chambang medical fund	500.00	
Restricted for Mental health fund	612.33	
Total with donor restrictions	125,218.92	125,218.92

TOTAL NET ASSETS

850,164.17



**Presbytery of Prospect Hill
Statement of Activities
Actual/Budget/Comparative
January - December 2020**

	Jan - Dec 2020 ACTUAL	% of budget	Jan - Dec 2020 BUDGET	Jan - Dec 2019 ACTUAL
Net Assets Without Donor Restrictions				
Presbytery support				
Presbytery per capita	102,531.64	90%	113,848.63	87,601.72
Presbytery shared mission	29,920.02	101%	29,756.00	30,533.25
Synod of the Lakes and Prairies	10,000.08	72%	13,942.08	14,762.04
Total Presbytery support	142,451.74	90%	157,546.71	132,897.01
Other support				
Donations	1,675.00	140%	1,200.00	900.00
Mission trips, workshops, events, other	21.05	n/a	-	-
Interest income	999.92	100%	1,000.00	941.73
Investment income - New Covenant Funds	70,210.19	868%	8,084.74	78,747.90
Transfers - New Covenant Funds	-	0%	32,500.00	-
PPP loan forgiveness	11,500.00	n/a	-	-
Total support - other	84,406.16	197%	42,784.74	80,589.63
Total Support	226,857.90	113%	200,331.45	213,486.64
Expenses				
Presbytery operations				
PPH monument maintenance	16.04	100%	16.00	16.00
GA biennial meeting	919.79	61%	1,500.00	-
Presbytery meetings	-	0%	500.00	176.09
Moderator expense	-	0%	500.00	-
Moderator team admin	-	0%	500.00	-
COM admin	1,582.69	106%	1,500.00	2,527.65
CPM admin	-	0%	500.00	-
Budget & finance admin	-	0%	500.00	158.17
COR admin	-	0%	200.00	-
Nominating admin	-	0%	500.00	-
Personnel admin	160.00	32%	500.00	-
Coates admin	-	0%	100.00	-
Mission admin	-	0%	500.00	-
Comm on Congregational Vitality	-	0%	500.00	-
Comm on Legacy Assets	-	0%	500.00	-
Treasurer expense	76.75	77%	100.00	-
Audit fees	5,000.00	100%	5,000.00	-
Technology costs	3,792.14	76%	5,000.00	1,257.60
Website construction	2,910.00	116%	2,500.00	-
Website maintenance	328.67	27%	1,200.00	-
Insurance	2,461.75	116%	2,126.00	2,179.25
Insurance - work comp	672.00	56%	1,200.00	185.00
Shared office - Lakeshore	3,600.00	100%	3,600.00	2,400.00

	Jan - Dec 2020 ACTUAL	% of budget	Jan - Dec 2020 BUDGET	Jan - Dec 2019 ACTUAL
Postage	368.28	147%	250.00	114.35
Office supplies	1,519.40	152%	1,000.00	699.08
Telephone, internet, zoom	1,388.67	93%	1,500.00	1,177.67
Permanent Judicial Commission	-	0%	100.00	-
Special Judicial Committee	-	0%	100.00	-
Conferences & retreats	-	n/a	-	2,277.55
Total Presbytery operations	24,796.18	78%	31,992.00	13,168.41
Mission and Ministry				
M & M grants	-	0%	20,000.00	-
Youth Triennium	-	0%	1,700.00	4,621.82
Camp Support	20,104.68	100%	20,104.65	23,302.84
The Academy	2,500.00	100%	2,500.00	2,500.00
Coronavirus grants	48,248.60	n/a	-	-
Buena Vista Chaplain	-	n/a	-	-
Total Mission and Ministry	70,853.28	160%	44,304.65	30,424.66
Personnel				
General Presbyter				
Salary - GP	29,866.44	102%	29,280.00	18,300.11
Benefits - GP	10,826.84	108%	10,064.00	6,290.03
FSA reserve - GP	(67.05)	n/a	-	-
Professional expense - GP	3,548.14	63%	5,600.00	5,051.37
Continuing education - GP	58.47	7%	800.00	-
GP search committee	-	n/a	-	3,001.95
Total General Presbyter	44,232.84	97%	45,744.00	32,643.46
Stated Clerk				
Salary - SC	10,000.32	100%	10,000.00	10,000.30
Prof exp & travel - SC	339.68	11%	3,000.00	3,271.93
Total Stated Clerk	10,340.00	80%	13,000.00	13,272.23
Administrative Assistant				
Salary - AA	20,400.00	102%	20,000.00	20,000.22
FICA - AA	1,537.65	101%	1,530.00	1,530.04
Benefits - AA	7,181.93	106%	6,760.80	6,737.52
FSA reserve - AA	(135.83)			-
Travel & cont educ - AA	207.57	21%	1,000.00	467.59
Total Administrative Assistant	29,191.32	100%	29,290.80	28,735.37
Accountant				
Salary - accountant	6,000.00	100%	6,000.00	6,000.00
Total Accountant	6,000.00	100%	6,000.00	6,000.00
Tri-Presbytery staffing contributions	25,000.00	100%	25,000.00	-
Total Personnel	114,764.16	96%	119,034.80	80,651.06
Total Expenses	210,413.62	108%	195,331.45	124,244.13
Pass-thru Items				
GA per capita received	32,919.05		-	28,622.03
GA per capita remitted	(32,919.05)		-	(28,622.03)
GA unified mission received	12,331.36		-	12,987.72
GA unified mission remitted	(12,331.36)		-	(12,987.72)
GA special offerings received	42,218.85		-	59,286.23

	Jan - Dec 2020 ACTUAL	% of budget	Jan - Dec 2020 BUDGET	Jan - Dec 2019 ACTUAL
GA special offerings remitted	(42,218.85)		-	(59,286.23)
Theological educ fund received	3,653.00		-	3,596.00
Theological educ fund remitted	(3,653.00)		-	(3,596.00)
Synod per capita received	20,235.23		-	17,790.82
Synod per capita remitted	(20,235.23)		-	(17,790.82)
Synod unified mission received	12,638.49		-	12,485.72
Synod unified mission remitted	(12,638.49)		-	(12,485.72)
Presbytery directed mission received	11,950.00		-	10,907.04
Presbytery directed mission remitted	(11,950.00)		-	(10,907.04)
South Sudanese Nurse scholarships	-		-	-
Net Pass-thru Items	-		-	-
Increase (decrease) in Net Assets Without Donor Restrictions	16,444.28		5,000.00	89,242.51
Net Assets With Donor Restrictions				
PDA derecho grant received	7,500.00			-
PDA derecho grant spent	(1,719.00)			-
Peacemaking special offerings received	439.60			-
CPM scholarship funds received	149.00			1,000.00
CPM scholarships paid	-		(5,000.00)	(1,000.00)
Chambang medical fund donation received	500.00			-
Mental health fund donations received	91.63			520.70
Increase (decrease) in Net Assets With Donor Restrictions	6,961.23		(5,000.00)	520.70
Increase (decrease) in Total Net Assets	23,405.51		(0.00)	89,763.21
Net assets at beginning of period	826,758.66		-	736,995.45
Net assets at end of period	850,164.17		(0.00)	826,758.66



Per Capita Compared to Budget
January - December 2020

	Actual - 12 mos	Budget - 12 mos	% of Budget	Prior year - 12 mos	% of Prior Year
Alta, First	736.68	736.68	100.00%	736.68	100.00%
Armstrong, First	1,598.32	1,236.57	129.25%	1,085.28	147.27%
Auburn, United	526.20	526.20	100.00%	552.51	95.24%
Battle Creek, First	11,226.14	7,998.24	140.36%	1,298.14	864.79%
Breda, Wheatland	815.61	815.61	100.00%	815.61	100.00%
Bronson Elliott Creek	999.78	999.78	100.00%	-	
Carnarvon Emmanuel	1,341.81	1,341.81	100.00%	1,368.12	98.08%
Carroll, First	1,131.33	1,131.33	100.00%	1,157.64	97.73%
Cherokee, Memorial	637.03	8,550.75	7.45%	131.46	484.58%
Cleghorn, First	762.99	657.75	116.00%	789.00	96.70%
Denison, United	3,104.64	3,104.58	100.00%	2,894.16	107.27%
Estherville, First	3,315.06	3,315.06	100.00%	4,104.36	80.77%
George, Ebenezer	1,511.32	4,446.39	33.99%	1,041.34	145.13%
George, Zoar	2,025.89	3,551.85	57.04%	2,262.66	89.54%
Glidden, First	1,327.50	1,552.29	85.52%	1,736.46	76.45%
Hawarden, Associated	100.00	2,025.87	4.94%	100.00	100.00%
Ida Grove, Westminster	505.70	2,394.21	21.12%	1,300.00	38.90%
Lake City, Union	3,227.42	3,709.71	87.00%	3,235.50	99.75%
Lake Park, First	1,999.60	2,999.34	66.67%	2,479.59	80.64%
Lawton, Community	2,683.62	2,683.62	100.00%	2,762.55	97.14%
Le Mars, Plymouth	473.58	473.58	100.00%	473.58	100.00%
Le Mars, PUCC	3,363.36	3,183.51	105.65%	3,183.48	105.65%
Lytton - Closed 2012	78.93	-	0.00%	78.93	100.00%
Manilla, United	868.23	947.16	91.67%	840.67	103.28%
Manning, First	1,762.77	1,762.77	100.00%	1,973.25	89.33%
Odebolt, First	968.23	2,973.03	32.57%	1,289.37	75.09%
Paullina, First	-	6,261.78	0.00%	274.13	0.00%
Ringsted, First	1,578.60	1,578.60	100.00%	1,762.80	89.55%
Rockwell City, St Paul's	368.34	368.34	100.00%	447.27	82.35%
Sac City, First	2,841.48	2,841.48	100.00%	2,920.40	97.30%
Sanborn, First	-	1,525.98	0.00%	-	0.00%
Schaller, First	2,288.97	1,710.15	133.85%	1,210.26	189.13%
Sioux City, Faith United	2,631.00	5,893.44	44.64%	2,973.04	88.50%
Sioux City, First	14,756.28	9,524.22	154.93%	9,418.92	156.67%
Sioux City, Westlawn	762.99	1,052.40	72.50%	407.81	187.09%
Sioux City, Westminster	2,367.00	2,367.90	99.96%	2,525.76	93.71%
South Sioux City, First	2,999.34	2,999.34	100.00%	3,420.30	87.69%
Spirit Lake, First	13,155.00	13,155.00	100.00%	12,918.21	101.83%
Storm Lake, Lakeside	8,761.24	8,761.23	100.00%	8,998.00	97.37%
Vail, United	473.58	1,999.56	23.68%	634.92	74.59%
Wall Lake, Trinity	1,894.32	1,894.32	100.00%	1,999.56	94.74%
Westside, United	561.76	1,447.05	38.82%	-	
TOTAL	102,531.64	126,498.48	81.05%	87,601.72	117.04%

Budget is based upon congregational members from 2018 of 4,808 x per capita rate of \$26.31.

For financial statements, the budget is multiplied by 90% whereas above is at 100%.

Armstrong, First - includes replacement for 2019 lost check

Battle Creek, First - includes 2019



Shared Mission Compared to Budget
January - December 2020

	Actual - 12 mos	Budget - 12 mos	% of Budget	Prior year - 12 mos	% of Prior Year
Alta, First	-	-	0.00%	-	0.00%
Armstrong, First	590.61	393.00	150.28%	393.75	150.00%
Auburn, United	568.00	568.00	100.00%	504.00	112.70%
Battle Creek, First	3,400.00	600.00	566.67%	400.00	850.00%
Breda, Wheatland	-	-	0.00%	-	0.00%
Bronson Elliott Creek	-	1,000.00	0.00%	1,014.78	0.00%
Carnarvon Emmanuel	-	-	0.00%	-	0.00%
Carroll, First	-	63.00	0.00%	63.75	0.00%
Cherokee, Memorial	-	630.00	0.00%	630.10	0.00%
Cleghorn, First	126.00	126.00	100.00%	126.00	100.00%
Denison, United	-	1,575.00	0.00%	1,575.00	0.00%
Estherville, First	-	-	0.00%	-	0.00%
George, Ebenezer	-	-	0.00%	-	0.00%
George, Zoar	-	-	0.00%	-	0.00%
Glidden, First	-	-	0.00%	-	0.00%
Hawarden, Associated	126.00	126.00	100.00%	126.00	100.00%
Ida Grove, Westminster	-	206.00	0.00%	206.01	0.00%
Lake City, Union	-	-	0.00%	-	0.00%
Lake Park, First	-	-	0.00%	-	0.00%
Lawton, Community	2,047.52	2,047.00	100.03%	2,047.52	100.00%
Le Mars, Plymouth	126.00	126.00	100.00%	126.00	100.00%
Le Mars, PUCC	1,638.00	1,512.00	108.33%	1,512.00	108.33%
Manilla, United	-	-	0.00%	-	0.00%
Manning, First	3,780.00	3,780.00	100.00%	3,780.00	100.00%
Odebolt, First	-	189.00	0.00%	189.00	0.00%
Paullina, First	1,500.00	812.00	0.00%	1,698.75	88.30%
Ringsted, First	629.82	630.00	99.97%	629.98	99.97%
Rockwell City, St Paul's	782.70	762.00	102.72%	762.21	102.69%
Sac City, First	1,000.00	1,000.00	0.00%	1,000.00	100.00%
Sanborn, First	-	-	0.00%	-	0.00%
Schaller, First	-	-	0.00%	-	0.00%
Sioux City, Faith United	-	92.00	0.00%	92.75	0.00%
Sioux City, First	5,000.00	5,000.00	100.00%	5,000.04	100.00%
Sioux City, Westlawn	-	-	0.00%	-	0.00%
Sioux City, Westminster	-	-	0.00%	-	0.00%
South Sioux City, First	-	-	0.00%	-	0.00%
Spirit Lake, First	-	-	0.00%	-	0.00%
Storm Lake, Lakeside	6,934.61	6,851.00	101.22%	6,967.01	99.53%
Vail, United	-	-	0.00%	-	0.00%
Wall Lake, Trinity	1,670.76	1,668.00	0.00%	1,638.60	101.96%
Wall Lake, Wheatland	-	-	0.00%	50.00	0.00%
Westside, United	-	-	0.00%	-	0.00%
TOTAL	29,920.02	29,756.00	100.55%	30,533.25	97.99%

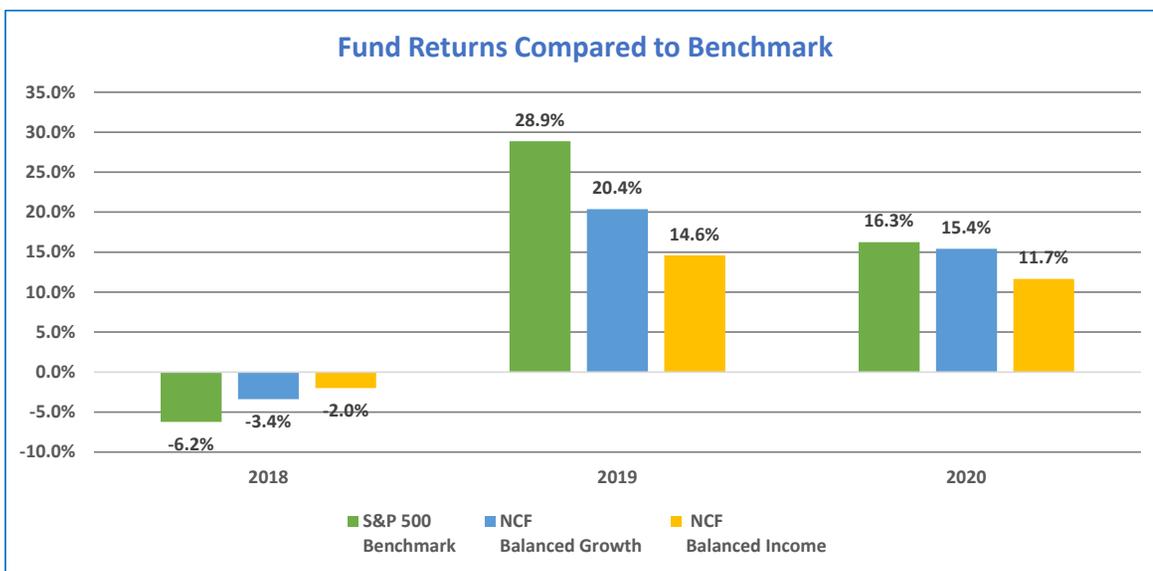
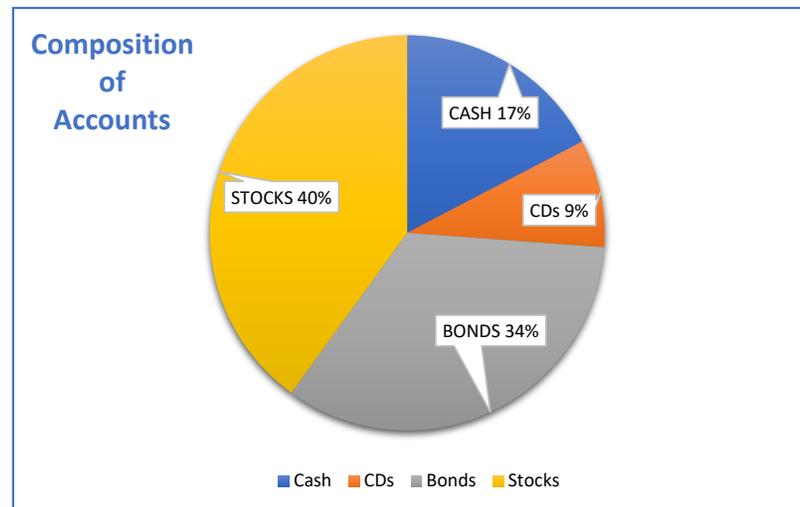
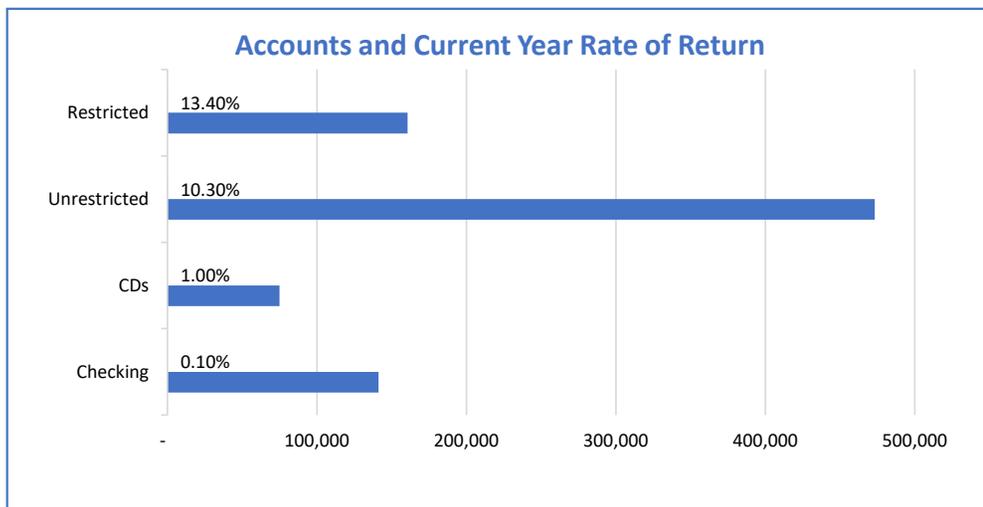
Budget based upon pledged amount or amount paid in 2019, if no pledge received.

Some churches give directly to mission causes rather than passing funds through the presbytery.

Dec 31, 2020

	Dec 31, 2019	Dec 31, 2020
Cash in checking & savings	267,962	141,157
Presbyterian Investment & Loan - CDs	55,000	75,000
New Covenant Fund - unrestricted	301,454	473,261
New Covenant Fund - restricted	202,343	160,746
	826,759	850,164

Type of account
Checking (and savings in 2019)
Three laddered fixed rate CDs (interest rates vary)
Mutual Fund - Balanced Growth Fund 60/40
Mutual Fund - Balanced Income Fund 35/65



- * Investment decisions of New Covenant Funds are consistent with the social-witness principles of the General Assembly of the PC(USA). Mutual fund shares are subject to market risk or loss.
- * PILP offers a rebate program. If a church loan includes investor funds the church can qualify for rebates of interest paid on the investor portion of the loan in increments up to 1%.
- * Checking account is covered by FDIC insurance up to \$250,000 per depositor, per bank, per ownership.

**The Presbytery of Prospect Hill
Stated Meeting of the Presbytery
Saturday, May 15, 2021
Via Videoconference**

The Presbytery of Prospect Hill met for a specially called meeting on Saturday, May 15, 2021 via videoconference.

Call to Order

Moderator Nancy Janssen called the meeting to order with prayer at 9:30 a.m.

A quorum was present, as established by electronic registration.

Church	Teaching Elder/ CP	Occupation Code	Present/Absent/ Excused	Ruling Elder
Alta, First	Rev. Denise Parrello	151	P	Mike Pedersen
Armstrong, First	Rev. Suzanne Wobig	101	P	
Auburn, United	Vacant	101		
Battle Creek, First	Rev. Kevin Freese	101	P	Robert Saunders
Breda, Wheatland	Vacant			
Bronson, Elliott Creek	Vacant			
Carnarvon, Emmanuel	Vacant	107		Susan Barney
Carroll, First	Rev. Rikki Sorensen	101	P	Michelle Scranton
Cherokee, Memorial	Vacant			Matthew Royster
Cleghorn, First	Vacant			Bruce French
Denison, United	Rev. Jennifer Olson	101	P	Kendall Von Glan
Estherville, First	Rev. Dr. Dave Ullom	101	P	Kelly Claude
George, Ebenezer	Rev. John Pea	101	P	
George, Zoar	Rev. John Pea	101	P	
Glidden, First	Rev. Anna Small	101	P	Elaine Crawford
Hawarden, Associated	Rev. Erma Wolf	151	A	
Ida Grove, Westminster	CRE Shari O'Bannon	107	E	Doug Masker
Lake City, Union	Rev. Randy Russom	101	P	Patricia Carroll
Lake Park, First	Vacant			Brian Kessler
Lawton, Community	Vacant			

LeMars, Plymouth	Vacant			
<u>LeMars, Presbyterian UCC</u>	Rev. Jan Christensen	101	P	Excused
<u>Manilla, United</u>	Rev. Joel Sutton	151	A	
<u>Manning, First</u>	Vacant			Excused
<u>Odebolt, First</u>	Vacant	107		
<u>Paullina, First</u>	CRE Marj Feltman	107	P	
<u>Ringsted, First</u>	Rev. Suzanne Wobig	101	P	
<u>Rockwell City, St. Paul's</u>	Rev. Kelley Pedersen	151	E	
<u>Sac City, Unity</u>	Rev. Missy Brown-UMC	151	P	
<u>Sanborn, First</u>	Rev. Gregg Johnson	151	A	
<u>Schaller, First</u>	Rev. Michael Sydnor	101	E	
<u>Sioux City, Faith United</u>	Rev. David Koehler	101	P	Tina Hansen
<u>Sioux City, First</u>	Vacant			Excused
<u>Sioux City, Westlawn</u>	Vacant			
<u>Sioux City, Westminster</u>	Rev. Erica MacCreaigh	101	P	
<u>So. Sioux City, First</u>	Vacant			
<u>Spirit Lake, First</u>	Rev. Clint Loveall	101	A	
<u>Spirit Lake, First</u>	Rev. Michael Gewecke	103	A	
<u>Storm Lake, Lakeside</u>	Vacant			
<u>Vail, United</u>	Rev. Bob Cook	105	P	
<u>Wall Lake, Trinity</u>	CRE Lue Baker	107	P	Excused
<u>Westside, United</u>	Rev. Bob Cook	105	P	

Other Ministers on the Roll of Presbytery				
Specialized Ministry and At-Large				
Rev. Ian McMullen	Presbytery Pastor to the Presbyteries	301	P	
Amgad Beblawi	Presbytery Mission Executive	301	P	
Rev. Dr. Annika Lister Stroope	Presbytery Administrative Executive & Stated Clerk	301	P	
Rev. Dr. Cambria Kaltwasser	Northwestern College	644	E	
Rev. Donna Gray	At-Large	797	E	
Honorably Retired				
Rev. Ken Fells		299	P	
Rev. Richard Francis		299	P	
Rev. Dr. Thomas Murray		299		
Presbytery Committee Members Present				
Nancy Janssen	Presbytery Moderator		P	
Karen Kaiser	Treasurer		P	
Mason Goodenow	Budget & Finance Moderator		P	
Cassandra Gabe	Lakeshore Center at Okoboji			
Guests and Others				
Jeannie Stolee	Office Administrator		P	
Bill Crawford	Glidden First		P	
Cheryl Plagman	Cleghorn First		P	

Rev. Dr. Annika Lister Stroope, Administrative Executive/Stated Clerk, gave an orientation to the Zoom videoconferencing format.

There were no first time commissioners.

Guests were introduced.

It was moved, seconded, and carried (M/S/C) to approve the agenda for the day.

The Stated Clerk reported the presence of a quorum.

The excused absences were noted.

Rev. Kevin Freese reported for the Moderator Team. On behalf of the Team, he made the following motions:

- To approve the sale of the manse of First Presbyterian Church, Cleghorn. The sale was approved at a Congregational Meeting held January 31, 2021. The property is located at 100 Church St. in Cleghorn. The legal description is ALL LOT 5 & 6 & E11' OF S75' LOT 7 3RD ADD 4085. The sale price is \$45,000. The motion passed.
- To approve the sale of the manse of Zoar Presbyterian Church, George. The sale was approved at a Congregational Meeting held September 27, 2020. The property is located at 4498 200th Street, George. The legal description is 27-99N-43W; 1.63 ACRES +/- SE ¼. The sale price is \$192,500. The motion passed.
- Approve the revised Bylaws. The motion passed.
- Approve the Manual of Operations. The motion passed.

Rev. Jan Christensen reported for the Nominating Committee. On behalf of the Committee, she placed the following names in nomination for the Congregational Vitality Committee:

Class of 2022: Minister of the Word and Sacrament Michael Gewecke, Spirit Lake First, 1st term.

Class of 2023: Ruling Elder Erin Blair, Lake City Union, 1st term.

The two members were elected.

Annika announced plans for a gathering of the presbyteries of Prospect Hill, North Central Iowa, and Des Moines on Saturday, September 18, 2021, for a day of worship, education, and fellowship.

The meeting was adjourned with prayer by the Moderator at 10:08 a.m.

The next stated meeting of the Presbytery of Prospect Hill will be Saturday, October 23, 2021 at Lakeshore Center at Okoboji.

Annika Lister Stroope, Stated Clerk

The following written reports were also received and are included as Appendices:

Appendix	Page
1.....Sale of Manse of First Presbyterian Church, Cleghorn	6
2.....Sale of Manse of Zoar Presbyterian Church, George.....	13
3.....Revised Bylaws	31
4.....Manual of Operations Revised April 2021	38
5.....Nominations for Presbytery of Prospect Hill.....	83

JANUARY 31, 2021 SPECIAL CONGREGATION MEETING
First Presbyterian Church, Cleghorn

A special congregation meeting of First Presbyterian Church, Cleghorn, was held at 11:20 am after the church service January 31, 2021. The meeting was called to order with prayer by Rev. Marshall Brown, Carroll, Iowa via phone speaker call. A quorum was declared by Cheryl Plagman, clerk of session. Present were 12 members, with 8 members sending their vote via text.

A motion was made to sell the manse, second. After discussion, a motion was made to revise the motion to state that the property and manse structures be sold as one. Also, the survey of the property lines will be done after the frost leaves the ground. Approved unanimously.

A motion to sell the bell, second, with discussion following. It was brought up to sell or move it as it is in the garage and will have to be taken out. After a revision of the motion to state that the bell is to be disposed of as session. Approved unanimously.

Motion and second to adjourn the meeting at 11:30 am. Rev. Brown thanked the church for allowing him to participate in our meeting and being his first phone call meeting, and closed the meeting with prayer.

Clerk of Session,
Cheryl Plagman



OFFER FOR REAL ESTATE (Including Acceptance, Counter, or Rejection)



12:00 [] a.m. [X] p.m. Mar 19, 2021 DATE OF OFFER

OFFICE USE ONLY: OFFER ACCEPTED

Check all boxes that apply.

I. DISCLOSURE CONFIRMATIONS.

A. AGENCY. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage ISB Services Inc. Seller's Brokerage FSB Realty Dual Agent/Brokerage

B. SELLER PROPERTY DISCLOSURE. If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer [] has [] will promptly received and read Seller's property disclosure statement. If Seller is exempt from providing disclosure under the Code of Iowa, check here [X].

C. LEAD-BASED PAINT. If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer [] has [] has not received and read the above described documents. In the event that Seller is exempt from providing documents under EPA regulations, check here [X].

D. REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR PERMISSION TO CALL. Buyer and Seller request that Broker(s) select and complete documents allowed by law, and authorize REALTOR/Broker(s) to call, fax, and email residence.

1. [Signature] 3/19/21 1. [Signature] 3-22-21 BUYER DATE SELLER DATE
2. [Signature] 2. [Signature] 3-22-21 BUYER DATE SELLER DATE

II. OFFER TO: Liberty Presbyterian Church (herein designated as Seller). The undersigned Benjamin Kamphoff (herein designated as Buyer) hereby offer to buy the real property situated in Cherokee County, Iowa. Located at and briefly described as: 100 Church St Cleghorn, Iowa, and legally described as : ALL LOT 5 & 6 & E11' OF S75' LOT 7 3RD ADD 4085

hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$ 45,000 AS FOLLOWS: \$ 500 earnest money to be held in trust by FSB Realty Trust ([X] Seller's) ([] Buyer's) ([] both Seller's and Buyer's) Agent, hereinafter referred to as "Broker" or "Agent," pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided. The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)

[] (A) CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive immediate verification of funds

[X] (B) NEW MORTGAGE: This contract is contingent upon Buyer obtaining a bona fide/firm commitment for a [X] Conventional [] ARM [] FHA [] RECD [] VA (In the event of FHA or VA financing, see Addendum - Offer for Real Estate attached hereto and by this reference made a part of this contract.) [] Other

Mortgage for not more than % of the purchase price not to exceed % interest rate no later than April 15, 20 21.

All usual costs incurred in securing such mortgage shall be paid by the Buyer.

Buyers [Signature] and Sellers [Signature], acknowledge that they have read this page. (Initials) (Initials)

Seller Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed _____ % of the mortgage. (Closing costs may include: loan origination fee, discount points, pre-paid, attorney fees, recording fees, etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

FINANCING COMMITMENT. Buyer agrees to make loan application (if applicable) immediately, or within Done calendar days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer. Buyer shall immediately confirm insurability of Property.

Financing Contingencies Options: (Check all that apply):

Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery.

Both parties will await appraisal. Appraisal must be completed by this date: 4-29-2021
May 7, 2021

Awaiting other mutually agreed financing terms which shall be in writing.

(C) **ASSUMPTION OF MORTGAGE OR CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

(D) **INSTALLMENT CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

(E) **OTHER TERMS/CONTINGENCIES** (i.e. any subject to sale, subject to Buyers on possession are permitted to utilize the real estate for a specific purpose, etc.): The survey will be at the expense of the seller and boundaries must be approved by the buyer. This offer is contingent on the sellers agreeing to the interim occupancy agreement.

This agreement is also subject to the following terms and conditions:

1. **TRUST PAYMENTS.** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

2. **REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.**

a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.

b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessors records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see "Addendum – Offer for Real Estate" attached and made a part of this contract.

Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ 0.00 estimated annual tax.

c. All special assessments spread on the Treasurer's Books at the time of the closing of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow removal, etc. are to be paid by Seller.

d. All subsequent taxes and special assessments are to be paid by Buyer.

e. Other mutually agreed upon terms – use Addendum

Buyers [Signature], _____ and Sellers BEL, CP acknowledge that they have read this page.
(Initials) (Initials)

3. **CLOSING AND POSSESSION.** Closing shall be on or before 2:00 a.m. or p.m. May 7, 20 21 and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, Laura Letche Possession to be given 2:00 a.m. or p.m. May 7, 20 21, and adjustment of interest, taxes, insurance and rents to be made on this date. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is Corey Elgersma.

4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.

5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (is) (is not) (may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, Buyer should consult a lender and insurance carrier.

6. **INCLUDED PERSONAL PROPERTY (if any).** All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.

Please specifically list items – such as: appliances, stove, oven refrigerator, ice maker, dishwasher, washer, dryer, microwave, home theater equipment, etc. – as included or excluded.

OTHER INCLUDED ITEMS: _____

EXCLUDED PROPERTY AND RENTAL ITEMS (i.e. water softener, LP or other gas tank): _____

7. **PERSONAL PROPERTY AND DEBRIS.** Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.

8. **DUTIES OF PARTIES:**

a. Seller and Buyer acknowledge and agree that REALTOR®/Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. For such matters, Seller and Buyer are advised to consult the appropriate professional(s).

b. Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose in good faith MATERIAL ADVERSE FACTS and MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. Buyer has the right to obtain inspections, survey and measurements at Buyer's expense. Buyer shall immediately confirm insurability of Property. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover any and all conditions which Buyer might consider to be questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).

c. By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

Buyers [Signature], _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

9. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE** If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller. This paragraph assists in determining how the proceeds will be distributed to the Seller(s).

10. **CONDITION OF PROPERTY.**

a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.

b. **Buyer is advised to have property inspected by professional inspector(s).** If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:

i. Within _____ calendar days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies. Within this same period, Buyer shall notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1 or 2 above), then buyer may declare this offer null and void and shall have the right to all payments returned.

ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.

iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

c. If acceptance is made by Buyer after inspection under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is" condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.

d. **New Construction** : If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ calendar days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. **Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.**

11. **WOOD PEST INSPECTION.** Buyer may request a pest control inspection by a licensed pest inspector within _____ calendar days after acceptance of this Offer, which shall be done at Seller's or Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.

12. **SURVEY.** Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyers elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.

Buyers _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

13. REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE -REAL ESTATE COMMISSIONS.

- a. If Seller fails to fulfill this agreement, Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
- b. If Buyer fails to fulfill this agreement, all payments by Buyer may be forfeited and retained by Seller as provided in the Iowa Law.
- c. In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

14. COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

15. ABSTRACT AND TITLE. Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa and, if applicable, the title policy. Buyer(s) are encouraged to investigate/request an owner's policy of title insurance for their benefit. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.

16. DEED. Upon payment of purchase price, Seller shall convey title by general warranty deed, if not general then _____ deed, free and clear of liens and encumbrances, or future mechanics liens or encumbrances due to the responsibility and possession of the Seller(s), reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

17. GENERAL PROVISIONS. In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

18. NOTICE. Any notice required under this Agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

19. ENTIRE AGREEMENT. This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.

20. MEDIATION. In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

21. OTHER PROVISIONS. All other provisions, if any, shall be by addendum or amendment to this Agreement.

22. INDEMNITY: If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.

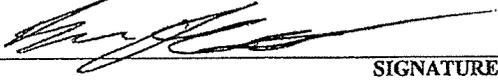
23. ACCEPTANCE. When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before 5:00 a.m. or p.m. March 20, 2021 shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

Buyers _____ and Sellers _____, _____ acknowledge that they have read this page.
(Initials) (Initials)

THIS IS A LEGALLY BINDING CONTRACT.

If not understood, consult with the lawyer of your choice.

RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY THE PARTIES HERETO.

	SIGNATURE OF BUYER		SIGNATURE OF BUYER
Benjamin Kamphoff	PRINTED LEGAL NAME		PRINTED LEGAL NAME
11612 North Sheridan Street Trailer E31	ADDRESS		ADDRESS
Mead, Washington 99021	CITY, STATE, ZIP		CITY, STATE, ZIP
1-509-608-7210	PHONE		PHONE
	BUYER TAXPAYER IDENTIFICATION NUMBER		BUYER TAXPAYER IDENTIFICATION NUMBER
Larry Postma	BUYER ATTORNEY		BUYER EMAIL

Seller hereby (accepts) (counters) the above offer at _____ a.m. or p.m., 20____.
 (See attached counter offer) or (Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before _____ a.m. or p.m., 20____). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and (shall) (shall not) continue to show this property for sale.

	SIGNATURE OF SELLER		SIGNATURE OF SELLER
Liberty Presbyterian Church	PRINTED LEGAL NAME		PRINTED LEGAL NAME
100 Church St	ADDRESS		ADDRESS
Cleghorn, IA	CITY, STATE, ZIP		CITY, STATE, ZIP
	PHONE		PHONE
	SELLER SS# (Optional)		SELLER SS# (Optional)
	SELLER ATTORNEY		ABSTRACT LOCATION
	SELLER EMAIL		SELLER MORTGAGE WITH

This offer formally rejected: _____

Time _____ a.m. or p.m.

Date _____

Committee On Ministry:

Dear Brothers and Sisters in Christ of the Committee on Ministry:

On September 27, 2020, the Zoar Congregation voted in a Congregational Meeting to sell the manse. This is reflected in the attached minutes of September 27, 2020.

We now ask the COM and the Presbytery of Prospect Hill for permission to sell the manse. We have found a family that wants to purchase the manse: this is a family related to members of the church who have returned to the George area to live and work. Because one spouse grew up in the Zoar church, we know and have discussed with them the significance and respect that such a history for the manse entails. They are planning to raise their family in the manse and treat it with the respect it deserves. Several family members live very near the church as well. We think we have attached here all the information that you need to consider this request. If you have any questions, you may call the Clerk of Session...Steve Johnson at 712-348-1677.

Thank you for your consideration.

Special Called Congregational Meeting

A Special Called Congregational Meeting was held on Sunday, September 20, 2020 immediately following Morning Worship to discuss our options of either selling the manse or keeping it. Pastor Dale Lint filled in as Moderator for Pastor John Pea, who was unexpectedly hospitalized on Saturday, September 19th.

Pastor Dale Lint opened the meeting at 11:23 am and declared a quorum was present and offered prayer.

He turned the meeting over to Burdell Klaassen, Clerk of Session, to give information about the manse.

This whole process was delayed from last spring due to the Coronavirus.

Last February Tim Be Bruin, Realtor from George, came out to look at the manse. He gave an appraisal of \$115,000 to \$125,000, as is. He said if it was sold at auction we possibly could get more, but then we have less control over who purchases the property. Tim did suggest a few updates: (1) Fix 2 of the basement walls that are bowing (the parts are here to do this); (2) Wash the basement walls; (3) Wash outside of house; and (4) new carpet on breezeway steps. Tim did say he had a family looking for a larger house. They do have 7 older children at home, but he felt that he would have no problem with having them live in the manse. The family did come to look at the house, and they also looked at a house in George, which they put an offer in for, because we were unsure at that point if we were going to sell the manse. They came a second time to look at the house, and liked it a lot, and gave up the home in George that they had put an offer in for. They would move in as occupants of the manse and make a donation to Zoar monthly.

The family was interested in buying if the manse came up for sale. The Session reached a decision to ask \$135,000 for the manse as is, or if Zoar has to update the septic system, then the asking price would be \$150,000.

If we decide to sell the manse, Tim De Bruin would get 2% for realtor fees.

If we keep the manse there could be some major expenses. The furnace is 20 years old and the furnace and air conditioner could need replacing at any time. The whole house inside needs a fresh coat of paint and new flooring.

If the house sits empty the estimated costs are: Propane @ 700 Gal. per season; Electricity @ \$60 /mo.

If we sell the manse Zoar would have to pay to run the Osceola Rural Water line to the church. Verlyn Bouma gave an estimate for that from representatives of Rural Water. Best estimate is \$5000 to run a line from the field across the road to the back entry of church. If Zoar does have to put in a new septic system for the size of house, best estimate would be at least \$10,000 to \$12,000.

The Presbytery would like the Congregation to set aside the money in a special fund, in case in the future we would have to purchase a home for a pastor again. Pastor Dale Lint did confirm that the money is Zoar's to keep. Even if the church would close someday, the money remains with Zoar. The Presbytery does not take it. It was noted the manse and the church septic systems were both pumped out this spring.

Question: What if Wyatt's decide against buying the house? Then we will go back to Tim De Bruin.

Question: If we keep the manse, could there be a committee to find people to live in the manse, but if empty to

mow and watch house? That is an option. Lee Kruse said he would be on the committee.

Question: Could there be a clause in the paperwork that if the buyer goes to sell the property again, that Zoar would have first chance at buying it back? We could ask for that.

There was a reminder that a Congregational Meeting will be held next Sunday, September 27th following Morning Worship to vote on keeping or selling the manse. There will be a table set up outside for drive-up voting between 9:30 am and 10:30 am that morning for those compromised and who can't be in attendance to vote.

Pastor Lint closed the meeting with prayer. The meeting adjourned at 11:45 am.

Pastor Dale Lint, Moderator

Deb Klaassen, Secretary

Special Called Congregational Meeting

A special called Congregational Meeting was held on Sunday, September 27, 2020 immediately following Morning Worship to Vote on whether to Keep or to Sell the Manse. Pastor John, Moderator, opened the meeting at 11:28 am and declared a quorum was present. He read scripture and had prayer.

He then turned the meeting over to Burdell Klaassen, Clerk of Session. Burdell had a little update of information before the vote. He had seen information that the Wyatt's were looking for a moving company. So he called Garet. Garet said they had intended to call sooner, but yes, they were going to move to his mother's house in George, as she could no longer be alone, and they would no longer be able to buy the manse. They had really liked living there but his Mother refuses to move from her house. They plan to be out by October 31st. So if it is decided to sell the manse we will contact Tim De Bruin, Realtor. Burdell reminded everyone that you must be a member of Zoar in order to vote. Also, due to the COVID pandemic there was drive-up private voting that morning from 9:30 am to 10:30 am.

The Final Vote Count was: 26 Yes to Sell the Manse; 18 No's.

The meeting was turned back over to Pastor John who commented, "May God bless that decision."

He said that proper protocol would be to get approval for selling the manse at the next Presbytery meeting. There was a comment that they would like to see a clause put into the paperwork that Zoar could have first chance of buying the manse back, if they so choose. We can ask for that.

A question was asked if the basement walls had been fixed? Burdell replied that we have the parts needed, and will fix the walls when Wyatt's move out.

Pastor John closed the meeting with prayer. The meeting adjourned at 11:40 am.

Deb Klaassen, Church Secretary

LOCATED AT: 4498 200 St., George, IA 51237

Appraisal date: 03/04/2021

The appraisal of the house and property was \$180,000.00. The realtor has listed the house for \$192,500.00

The money from the sale of the house will be set aside in a special fund, in case in the future we would have to purchase a home for a pastor again and\or will be used for perpetual care of the Zoar cemetery.

The Session of the Zoar Presbyterian Church held its Stated Meeting in the church Fellowship Hall on April 12, 2021 at 7:00 pm. The meeting was called to order by Moderator John Pea who declared a quorum was present and opened the meeting with devotions (Hebrews 6: 7-12) and prayer.

Those Present: Steve Johnson, Norine Kruse, Verlyn Bouma, James Ackerman, Jeff Winkel, and Pastor John

Absent but Excused: Lance Groen

Tim De Bruin met with us at the very beginning of the meeting about a manse offer.

The offer presented is \$192,500... contingencies – they need to sell their property first\loan approval. They are asking the church pay for the septic system and that the electrical panel replaced. A septic system would cost approx. \$12,000.

The buyer will probably do a house inspection. They would pay for the inspection... We can add an addendum of a 72 hr. clause which would allow us to accept a 2nd offer.

We need to confirm if the manse gas tank is owned or rented. We will need to respond by April 13th on the offer. It was decided to counter offer for the amount of \$180,000 but they will have to put in the septic system and electric panel... sold as is. A motion was made and seconded to counter offer for the amount of \$180,000 but they will have to put in the septic system and electric panel.

Respectfully submitted by Steve Johnson, Clerk of Session

The Session of the Zoar Presbyterian Church met in a church Sunday school room on April 25th, 2021 right after the 10:30 morning service. The meeting was called to order by Moderator John Pea who declared a quorum was present and opened the meeting with prayer.

Those Present: Steve Johnson, Norine Kruse, Verlyn Bouma, James Ackerman, Lance Groen and Pastor John

Absent but Excused: Jeff Winkel

We discussed the counter offer for the manse which is \$192,500 and Zoar would install the septic system. With contingencies that the buyer needs to sell their property and loan approval.

A motion was made and seconded to approve this offer of \$192,000 and Zoar is to install the septic system.

Respectfully submitted by Steve Johnson, Clerk of Session



OFFER FOR REAL ESTATE

(Including Acceptance, Counter, or Rejection)



6:00 [] a.m. [X] p.m. Apr 20, 2021
TIME DATE OF OFFER

OFFICE USE ONLY: OFFER ACCEPTED

Check all boxes that apply.

I. DISCLOSURE CONFIRMATIONS.

A. AGENCY. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand who is representing them, and the disclosures were provided prior to signing this Offer For Real Estate.

Buyer's Brokerage Seller's Brokerage
Dual Agent/Brokerage OTTER VALLEY RE

B. SELLER PROPERTY DISCLOSURE. If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer ([X] has) ([] will promptly) received and read Seller's property disclosure statement. If Seller is exempt from providing disclosure under the Code of Iowa, check here [].

C. LEAD-BASED PAINT. If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer ([X] has) ([] has not) received and read the above described documents. In the event that Seller is exempt from providing documents under EPA regulations, check here [].

D. REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR'S PERMISSION TO CALL.

Buyer and Seller request that Broker(s) select and complete documents allowed by law, and authorize REALTOR'S/Broker(s) to call, fax, and email residence.

1. [Signature] 4/20/2021 1. [Signature] 4-27-21
BUYER DATE SELLER DATE
2. [Signature] 4-20-21 2.
BUYER DATE SELLER DATE

II. OFFER TO: ZOAR PRES. CHURCH-GEORGE (herein designated as Seller).

The undersigned NICHOLAS L. & JAIMIE A. MARRA (herein designated as Buyer) hereby offer to buy the real property situated in LYON County, Iowa. Located at and briefly described as 4498 200TH ST GEORGE, Iowa, and legally described as: 27-99N-43W; 1.63 ACRES+/- SE 1/4

hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$ 192,500.00 AS FOLLOWS: \$ 1,000.00 earnest money to be held in trust by OTTER VALLEY REAL ESTATE ([] Seller's) ([] Buyer's) ([X] both Seller's and Buyer's) Agent, hereinafter referred to as "Broker" or "Agent," pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided. The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Buyers [Initials] and Sellers [Initials] acknowledge that they have read this page.
(Initials) (Initials)

Check the appropriate boxes: (A) or (B) or (C) or (D) and if applicable (E)

- (A) CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive immediate verification of funds.
- (B) NEW MORTGAGE: This contract is contingent upon Buyer obtaining a bona fide/firm commitment for a
 - Conventional
 - ARM
 - FHA
 - RECD
 - VA (In the event of FHA or VA financing, see Addendum — Offer for Real Estate attached hereto and by this reference made a part of this contract.)
 - Other _____

COPY

Mortgage for not more than 95 % of the purchase price not to exceed 3.25 % interest rate no later than June 9, 2021.

Seller Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed _____ % of the purchase price. (Closing costs may include: loan origination fee; discount points, pre-paid, attorney fees, recording fees, etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

FINANCING COMMITMENT. Buyer agrees to make loan application (if applicable) immediately, or within _____ - _____ calendar days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer. Buyer shall immediately confirm insurability of Property.

Financing Contingencies Options: (Check all that apply):

- Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery.
- Both parties will await appraisal. Appraisal must be completed by this date: June 9, 2021
- Awaiting other mutually agreed financing terms which shall be in writing.

(C) ASSUMPTION OF MORTGAGE OR CONTRACT: see Addendum — Offer for Real Estate attached and made a part of this contract.

(D) INSTALLMENT CONTRACT: see Addendum — Offer for Real Estate attached and made a part of this contract.

(E) OTHER TERMS/CONTINGENCIES (i.e., any subject to sale, subject to Buyers on possession are permitted to utilize the real estate for a specific purpose, etc.): SEE ATTACHED SEPTIC ADD.
THIS OFFER IS SUBJECT TO THE APPROVAL OF THE PRESBYTERY OF PROSPECT HILL.
THIS OFFER IS CONTINGENT UPON THE BUYER SELLING THEIR PROPERTY AT 411 7TH
AVE SIBLEY, IA 51249; 45 DAYS FROM ACCEPTANCE. SEE ATTACHED 72 HOUR CLAUSE.

Buyers [Signature], MM and Sellers SS, _____ acknowledge that they have read this page.
(Initials) (Initials)

This agreement is also subject to the following terms and conditions:

1. TRUST PAYMENTS. All funds deposited as part payments shall be held by OTTER VALLEY REAL ESTATE in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of trustee, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to creditors.

If agreed to by the broker, any interest on trust account shall be forwarded to the Iowa Association of REALTORS² Foundation, a charitable non-profit entity, or as directed and mutually agreed in writing by both Buyer and Seller.

2. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.

a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.

b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. If such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current millage rate and the assessed value for the tax period to date of possession shown on the assessors records, less tax abatement, if any. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see "Addendum — Offer for Real Estate" attached and made a part of this contract.

Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ _____ estimated annual tax.

c. All special assessments spread on the Treasurer's Books at the time of the closing of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow removal, etc. are to be paid by Seller.

d. All subsequent taxes and special assessments are to be paid by Buyer.

e. Other mutually agreed upon terms — use Addendum

3. CLOSING AND POSSESSION. Closing shall be on or before _____ a.m. or p.m. July 1, 2021 and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, TIM DE BRUIN Possession to be given _____ a.m. or p.m. July 1, 2021, and adjustment of interest, taxes, insurance and rents to be made on this date. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is TIM DE BRUIN.

4. INSURANCE. Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to

Buyers [Signature], MM and Sellers SJ, _____ acknowledge that they have read this page.
(Initials) (Initials)

complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.

5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property (is) (is not) (may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. **For further information, Buyer should consult a lender and insurance carrier.**

6. **INCLUDED PROPERTY** (if any). All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), attached mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning equipment (except window), door chimes, alarm devices, built-in items, TV and Audio attachment brackets, electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, "smart home" devices such as thermostats, video doorbell(s), etc., appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.

Please specifically list items - such as: appliances, stove, oven refrigerator, ice maker, dishwasher, washer, dryer, microwave, home theater equipment, etc. - as included or excluded.

OTHER INCLUDED ITEMS: LP TANK

EXCLUDED PROPERTY AND RENTAL ITEMS (i.e. water softener, LP or other gas tank): DUMPS TER, LP Tank

PERSONAL PROPERTY AND DEBRIS. Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties. All personal property remaining in the property after closing, unless otherwise agreed in writing, shall be considered abandoned property and will be disposed of immediately.

8. DUTIES OF PARTIES:

- a. Seller and Buyer acknowledge and agree that REALTOR[®]/Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. **For such matters, Seller and Buyer are advised to consult the appropriate professional(s).**
- b. Seller and Buyer acknowledge that the Seller of real property must disclose in good faith MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. **Buyer has the right to obtain inspections, survey and measurements at Buyer's expense.** Buyer shall immediately confirm insurability of Property. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover any and all conditions which Buyer might consider to be

Buyers [Signature] and Sellers [Signature], _____ acknowledge that they have read this page.
(Initials) (Initials)

questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).

- c. By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

9. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller. This paragraph assists in determining how the proceeds will be distributed to the Seller(s).

10. **CONDITION OF PROPERTY.**

- a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.
- b. **Buyer is advised to have property inspected by professional inspector(s).** If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:

- i. Within 14 calendar days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies. Within this same period, Buyer shall notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) declining to make any or all repairs in which case Buyer has the option to continue with purchase (4) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1 or 2 above), then buyer may, within 48 hours, declare this offer null and void and shall have the right to all payments returned.
- ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.
- iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

- c. If acceptance is made by Buyer after inspection under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is"

Buyers [Signature], NM and Sellers SJ, _____ acknowledge that they have read this page.
 (Initials) (Initials)

condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.

d. **New Construction:** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ calendar days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. **Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.**

e. **Septic System Inspection:** If Property has a septic system Iowa Code requires, unless exempt, an inspection completed by an individual certified by the Iowa Department of Natural Resources (DNR). See Septic System Inspection Addendum which, when completed, will be merged into this offer for real estate.

55 *write*
55 *nm*
11. **WOOD PEST INSPECTION.** Buyer may request a pest control inspection by a licensed pest inspector within _____ calendar days after acceptance of this Offer, which shall be done at Seller's or Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option and expense, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.

55 *nm*
12. **SURVEY.** *seller will* ~~Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyer elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing.~~ *seller's* If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.

13. REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE - REAL ESTATE COMMISSIONS.

- a. If Seller fails to fulfill this agreement, Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.
- b. If Buyer fails to fulfill this agreement, all payments by Buyer may be forfeited and retained by Seller as provided in the law.
- c. In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

14. **COURT APPROVAL.** If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

15. **ABSTRACT AND TITLE.** Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyer or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer or Buyer's

Buyers , nm and Sellers SS, _____ acknowledge that they have read this page.
(Initials) (Initials)

lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and, if applicable, the title policy. If a title insurance policy will be utilized, Seller(s) will pay _____% and Buyer(s) will pay _____%. Buyer(s) are encouraged to investigate/request an owner's policy of title insurance for their benefit. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.

16. **DEED.** Upon payment of purchase price, Seller shall convey title by general warranty deed, if not general then _____ deed, free and clear of liens and encumbrances, or future mechanics liens or encumbrances due to the responsibility and possession of the Seller(s), reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

17. **GENERAL PROVISIONS.** In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. It is illegal for either the Seller/Owner or the Broker to refuse to display or sell to any person because of membership in a protective class, e.g. race, color, religion, nation origin, sex, creed, sexual orientation, gender identity, physical or mental handicap, familial status, or any other class protected by Fair Housing Laws. In Illinois, ancestry, age, marital status, and any other class protected by article 3 of the Illinois Human Rights Act.

18. **NOTICE.** Any notice required under this Agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

19. **LIKE-KIND EXCHANGES.** Buyer or seller may choose to transfer this subject property pursuant to Internal Revenue Code Section 1031, which sets forth the requirements for tax-deferred real estate exchanges. Either party's rights and obligations under this and future agreements may be assigned to a qualified intermediary for the purpose of completing an exchange. The parties agree to cooperate with each another in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party.

20. **ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.

21. **MEDIATION.** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

22. **OTHER PROVISIONS.** All other provisions, if any, shall be by addendum or amendment to this Agreement.

23. **INDEMNITY:** If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.

Buyers MM, NM and Sellers SJ, _____ acknowledge that they have read this page.
(Initials) (Initials)

24. ACCEPTANCE. When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before 9 a.m. or p.m. April 28 2021 shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

THIS IS A LEGALLY BINDING CONTRACT.

If not understood, consult with the lawyer of your choice.

RECEIPT OF A COPY OF THIS AGREEMENT IS ACKNOWLEDGED BY THE PARTIES

HERETO

<i>Jaimie Marra</i> SIGNATURE OF BUYER	<i>Michael Z Meun</i> SIGNATURE OF BUYER
Jaimie Marra PRINTED LEGAL NAME	PRINTED LEGAL NAME
411 7th Ave ADDRESS	ADDRESS
Sibky, IA 51249 CITY, STATE, ZIP	CITY, STATE, ZIP
712-541-7979 PHONE	712-541-7978 PHONE
BUYER TAXPAYER IDENTIFICATION NUMBER	BUYER TAXPAYER IDENTIFICATION NUMBER
BUYER ATTORNEY	BUYER EMAIL

Seller hereby (accepts) (counters) the above offer at 1:30 a.m. or p.m. 4-27-21. (See attached counter offer) or (Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before a.m. or p.m. _____). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and shall (shall not) continue to show this property for sale

<i>Steve Johnson Clerk of Session</i> SIGNATURE OF SELLER	SIGNATURE OF SELLER
Steve Johnson Clerk of Session PRINTED LEGAL NAME	PRINTED LEGAL NAME
4430 110th St ADDRESS	ADDRESS
Little Rock Ia 51243 CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE	PHONE
SELLER SS# (Optional)	SELLER SS# (Optional)
SELLER ATTORNEY	ABSTRACT LOCATION
SELLER EMAIL	SELLER MORTGAGE WITH

This offer formally rejected: _____
 Time _____ a.m. or p.m.
 Date _____

72-HOUR CLAUSE

Property Address: 4498 200TH ST GEORGE, IA 51237

ADDENDUM/AMENDMENT TO PURCHASE AGREEMENT

This Purchase Agreement contains contingencies which may release the Buyer from all obligations. If Seller conditionally accepts another Purchase Agreement for said property prior to removal of contingencies written below, then, in that event, and AT SELLER'S OPTION, it is agreed that Seller/Seller's Agent can immediately deliver written notice of this subsequent agreement to Buyer's Agent, Buyer, or Buyer's Designee as follows:

Name NICHOLAS L. & JAIMIE A. MARRA

Address 411 7TH AVE
SIBLEY, IA 51249

Phone Number 712-541-7979

COPY

If Buyer fails to remove the following contingencies in writing:

1) Financing Contingency on page 2, paragraph B of the Offer For Real Estate, and

2) Sale of Existing house contingency on page 2, paragraph E of the Offer For Real Estate

within 72 hours (Excluding weekends and legal holidays) after delivery of such notice, said 72 hours commencing at 12:01 a.m. the day following receipt of such notice and ending 72 hours thereafter, this Purchase Agreement shall be void, any down payment shall be returned to Buyer and Seller shall be free to perform on such subsequent Purchase Agreement. In the event Buyer does notify Seller in writing within prescribed 72 hour period that the above written contingencies have been removed and Buyer can prove they are able to obtain any necessary financing which satisfies the Seller(s), then, the original Purchase Agreement remains binding with contract performance due before 7/1/21 and this 72 hour clause becomes automatically null and void.

Buyer's Agent/Buyer/Buyer's Designee

Buyer's Agent/Buyer/Buyer's Designee

THIS IS A LEGALLY BINDING CONTRACT.
If not understood, consult with the attorney of your choice.

COPY



SEPTIC SYSTEM INSPECTION AND REPAIR ADDENDUM



This agreement is an addendum to the Offer for Real Estate dated APRIL 20 2021

between Seller(s) ZOAR PRES. CHURCH-GEORGE and Buyer(s) NICHOLAS L. & JAIMIE A. MARRA

Property Address:

4498 200TH ST GEORGE, IA 51237

Purpose of Addendum: Iowa Code 455B.172 mandates the inspection of septic systems, unless exempt, prior to the transfer of property. The Code applies to transfer of property which includes at least one but not more than four dwelling units. This property has a septic system and is not connected to a sanitary sewer system.

Exempt Properties: Properties exempted from the Septic System Inspection Requirements include (IA Code 455B.172): Bare ground; property containing 5 or more dwellings units; court ordered transfers; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between joint tenants or tenants in common; intra family transfers; between divorcing spouses; transfers, for which consideration is \$500 or less; certain intra-family or intra-company business organization transfers; properties which have been inspected within the last two years.

Also, the inspection requirement does not apply to a transfer in which the transferee intends to demolish or raze the building. An Iowa Department of Natural Resources (DNR) form must be used to certify the intent to raze or destroy.

Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 455B because one of the above exemptions apply. If so, Seller(s) may stop here. The Exemption will need to be filled in on the Groundwater Hazard Statement.

_____	_____	_____	_____
Seller	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Buyer	Date

Section I:

Seller's Disclosure Statement: Sellers warrant, to the best of their knowledge, that the septic system is entirely located on the above property is in good working order at the time of this offer. Brokerage makes no statements or warranty as to the septic system. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any other inspection the purchaser may wish to obtain.

Has the system been inspected by a DNR certified inspector within 2 years, or pumped/cleaned within 3 years?

Yes No Unknown

Date of inspection _____ Unknown

Date system last cleaned/pumped Fall 2020 Unknown

(Note: If inspected within 2 years of closing date, system may not need inspection and if pumped within 3 years may not need pumping/cleaning.)

Any known problems?

Yes If Yes, Explain _____

No Unknown

General location of system a few Feet North of House

Location Unknown Age _____ Unknown

Attached additional pages if necessary.

Presbytery Meeting Packet Page 62

Buyers and Sellers agree to have the septic system inspected by a person certified by the DNR.

Such inspection will be paid for by:

Buyer

Seller

Mutually Agreed: Amount _____ by Seller, and amount _____ by Buyer.
Exact \$ or % Exact \$ or %

Both parties acknowledge that the septic system has not been inspected.

JM NM SJ

and completed within _____ days of the execution of this Addendum or no later than _____.

Seller Initials _____

Buyer Initials *JM NM SJ*

The County Recorder shall not record a deed or any other property transfer or conveyance document until either a certified inspector's report is provided or attached to the Groundwater Hazard Statement, which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the DNR or, in the event that weather or other temporary physical conditions prevent the certified inspection from being conducted, the buyer has executed and submitted a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection.

At the time of inspection, any septic system existing as part of the sewage disposal system shall be opened and have the contents pumped out and disposed of as provided for by rule. In the alternative, the owner may provide evidence of the septic system being properly pumped out within three years prior to the inspection by a commercial septic system cleaner licensed by the DNR which shall include documentation of the size and condition of the tank and its components at the time of such occurrence. Buyer and Seller may agree to escrow money for any future modifications required by DNR rules (by completing an Escrow & Release Agreement).

If a private sewage disposal system is failing to ensure effective wastewater treatment or is otherwise improperly functioning, the private sewage disposal system shall be renovated either by the seller, or by agreement to meet current construction standards as adopted by the DNR, within a reasonable time period as determined by the county or the DNR. If the private sewage disposal system is properly treating the wastewater and not creating an unsanitary condition in the environment at the time of inspection, the system is not required to meet current construction standards.

Following an inspection, the inspection form and any related reports shall be provided to the county for enforcement of any follow-up mandatory system improvement and to the DNR for their records. Title abstracts to property with private sewage disposal systems shall include documentation of septic system inspections.

We, the undersigned understand this form and agree to its terms.

Steve Johnson 4-27-21

Seller Date

Jaimie Marra 4-20-21

Buyer Date

Seller Date

Phil Marra 4-20-21

Buyer Date

You May STOP here if the inspection does not mandate a renovation, repair, or replacement of the septic system.

If a renovation, repair or replacement of the septic system is mandated, complete Section II on page 3.

THIS IS A LEGALLY BINDING DOCUMENT.

If not understood, consult with the lawyer of your choice.

Revised 8/5/10 © Iowa Association of REALTORS®

**Section II:
Septic Inspection Mandates Renovation, Repair, or Replacement**

Buyers and Sellers agree to such renovation, repair, or replacement of the septic system.

Name of Septic Contractor/Service Provider Douma Excavating - George

Such renovation, repair, or replacement shall be the responsibility and paid for by:

Buyer

Seller

Mutually Agreed: Amount _____ by Seller, and amount _____ by Buyer.
Exact \$ or % Exact \$ or %

and completed within _____ days of the execution of this Addendum or no later than 7-1-2021

Buyer and Seller may agree to escrow money for the renovation, repair and replacement of the septic system and may complete an Escrow Agreement and Release.

We, the undersigned understand this form and agree to its terms.

Steve Johnson 4-27-21
Seller Date

Jamie Moore 4-20-21
Buyer Date

Seller Date

Natal Z Murr
Buyer Date

COPY

THIS IS A LEGALLY BINDING DOCUMENT.
If not understood, consult with the lawyer of your choice.
Revised 8-5-10 © Iowa Association of REALTORS[®]

Bouma Excavating

4292 190th Street
George, IA 51237

Estimate

Date	Estimate #
4/17/2021	39

Name / Address
Zoar Presbyterian George Ia. 51237

			Project
Description	Qty	Cost	Total
digging, plumbing, system design, for Zoar Presbyterian Manse		3,500.00	3,500.00
1500 gallon septic tank, risers and lids		3,000.00	3,000.00
schedule 40 sewer pipe, elbows, caps and plugs		1,000.00	1,000.00
permit fee		225.00	225.00
400' of drainfield, and distribution box		4,000.00	4,000.00
lift pump, curbs and lids		1,000.00	1,000.00
if an alarm system is desired, an additional \$ 2000.00 will be required		0.00	0.00T
Sales Tax		7.00%	0.00
Thank you for your business. estimate for 2021		Total	\$12,725.00

Customer Signature _____

BYLAWS
OF
THE PRESBYTERY OF PROSPECT HILL

ARTICLE I
Organization

Section 1.01. Name and Organizational Structure.

The Presbytery of Prospect Hill (hereinafter “the Presbytery” or “the Corporation”) is a nonprofit corporation organized and existing under the laws of the State of Iowa.

Section 1.02. Tax Status and Purposes.

In accordance with the status of the Presbytery as an organization formed exclusively for religious purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future United States internal revenue law) (the “Code”), the Presbytery is organized and shall be operated exclusively for the purposes set forth in the Articles of Incorporation.

Section 1.03. Function.

The Presbytery shall function as a council within the Presbyterian Church (U.S.A.) in accordance with the Constitution of the Presbyterian Church (U.S.A.). The Presbytery shall also function as a council within the Synod of Lakes and Prairies. The Presbytery is affiliated with the Presbytery of Des Moines and the Presbytery of North Central Iowa in a missional covenant known as the United Presbyteries of the Plains.

Section 1.04. Mission.

The mission of the Presbytery is to ensure in the midst of our diversity the nurturing and energizing of Presbyterians by unifying and solidifying the focus of our faith in Jesus Christ through Worship, Leadership, Discipleship, Stewardship, and Partnership.

Section 1.05. Interpretation.

These Bylaws shall serve as the Corporation’s Code of Regulations, for purposes of Iowa nonprofit Corporation Law, and shall be interpreted, to the extent possible, to maintain consistency with the Constitution of the Presbyterian Church (U.S.A.), including any amendments thereto. To the extent these Bylaws cannot be interpreted in a manner consistent with the Constitution of the Presbyterian Church (U.S.A.), including any amendments thereto, the Constitution of the Presbyterian Church (U.S.A.) shall control the proceedings of the Presbytery. The Stated Clerk shall report at the next stated meeting of the Presbytery, after the date that amendments become effective, whether any amendment to the Constitution of the Presbyterian Church (U.S.A.) is inconsistent with these Bylaws and, if so, propose appropriate amendments to these Bylaws to insure consistency between the Constitution of the Presbyterian Church (U.S.A.) and these Bylaws.

ARTICLE II Members and Meetings

Section 2.01. Membership.

Membership in the Presbytery shall be determined consistent with the provisions of the Constitution of the Presbyterian Church (U.S.A.) and the Presbytery's Manual of Operations (see Section 2.09).

The Presbytery of Prospect Hill is a corporate expression of the Presbyterian Church (U.S.A.), consisting of all the congregations of the Presbyterian Church (U.S.A.) within the counties of Buena Vista, Calhoun, Carroll, Cherokee, Clay, Crawford, Dickinson, Emmet, Ida, Lyon, Monona, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Sac, Sioux, and Woodbury, all in Iowa, Dakota County in Nebraska and Big Sioux Township of Union County in South Dakota. All the Ministers of the Word and Sacrament on the roll of Presbytery shall be members of Presbytery. Ministers of the Word and Sacrament of Presbytery shall be subject to the provisions in the Form of Government, G-2.05.

Section 2.02. Stated Meetings.

The Presbytery shall hold two stated (or regular) meetings of its members, on such dates and locations as are determined by the Council of the Presbytery. The last stated meeting of the year shall be the annual meeting and the election of officers shall take place at this meeting. All business appropriate to the Presbytery may be conducted at a stated meeting.

Section 2.03. Special Meetings.

The Moderator may call a Special Meeting when one is deemed necessary to transact business that needs to be completed before the next Stated Meeting. The Moderator shall call such a meeting when requested by a Committee of the Presbytery or at the request of two Ministers of the Word and Sacrament and two Elders, the Elders being of different churches. If the Moderator is unable to act, the Vice-Moderator will call the meeting. Notice of a special meeting shall be sent not less than 10 days in advance to each Minister of the Word and Sacrament and to the Session of every church. The notice shall set out the purpose of the meeting, and no business other than that listed in the notice shall be transacted.

Section 2.04. Emergency Meetings.

In the event of a declared emergency such as a natural disaster or pandemic, the Presbytery may meet by electronic means if all Ministers of the Word and Sacrament and Ruling Elder commissioners have reasonable notice of the electronic meeting and the ability to discuss, deliberate, discern the will of God, and vote on business items. The rules governing special meetings (Section 2.03) shall apply. The quorum for such a meeting is three Ministers of the Word and Sacrament and three Ruling Elder commissioners from three different congregations.

Section 2.05. Quorum.

The quorum for stated and special meetings of the Presbytery shall be three Ministers of the Word and Sacrament members and three Elders from at least three different member congregations of the Presbytery.

Section 2.06. Parliamentary Procedure.

All meetings of the members of the Presbytery shall be conducted in accordance with the most recent edition of Roberts Rules of Order, except in those cases where the Constitution of the Presbyterian Church (U.S.A.) provides otherwise.

Section 2.07. Eligibility for Membership.

Only individuals selected in accordance with the Constitution of the Presbyterian Church (U.S.A.) shall be members of the Corporation within the meaning of the Iowa Nonprofit Corporation Law and shall be eligible to vote at all stated or special meetings of the Presbytery.

Section 2.08. Roll of Members.

The roll of members shall be established and maintained by the Stated Clerk of the Presbytery as prescribed by the Constitution of the Presbyterian Church (U.S.A.) and the Manual of Operations of the Presbytery.

Section 2.09. Manual of Operations.

The members of the Presbytery shall adopt a Manual of Operations to delineate the membership, terms, and responsibilities of all elected and appointed bodies of the Presbytery. The Manual of Operations may be amended by the majority vote of the members at a stated meeting, or at a special meeting called for such purpose, and at which a quorum is present.

ARTICLE III
Officers and Staff

Section 3.01. Officers.

The Presbytery shall elect from its Ministers of the Word and Sacrament members and Elders of member congregations a Moderator and a Vice-Moderator. It shall also elect a Stated Clerk for a specified term. The Stated Clerk shall serve as the Secretary of the Presbytery. In accordance with the *Book of Order* the Stated Clerk must be either a Minister of the Word and Sacrament or a Ruling Elder, but need not be a member of the Presbytery. The terms and duties of the officers shall be included in the Manual of Operations.

The Moderator shall preside at all meetings of the Presbytery. If the Moderator is unable to preside, the Vice-Moderator shall preside. If neither is able to preside, the Stated Clerk shall ask a past Moderator to preside.

Section 3.02. Administrative Staff.

The Presbytery shall call and employ such Administrative Staff as it deems necessary to assist the Presbytery in carrying out its mission and ministry. The Presbytery may, at its

discretion, share staff with other Councils of the Presbyterian Church (U.S.A.) or with Councils of other churches in full communion with the Presbyterian Church (U.S.A.) as defined in the *Book of Order*, G-5.0202.

ARTICLE IV The Council

Section 4.01. Membership of the Council.

The Council of the Presbytery shall consist of

- The currently serving Moderator
- The currently serving Vice-Moderator
- The Stated Clerk (ex-officio with voice but no vote)
- The immediate past Moderator
- The moderator of the Commission on Ministry
- The moderator of the Budget and Finance Committee
- A member of the Joint Personnel Commission
- The moderator of the Missional Witness Committee
- Presbytery staff (ex-officio with voice but no vote)

Section 4.02. Duties and Responsibilities of the Council.

The Council shall:

1. Function as the Board of Directors of the Presbytery Corporation under the provisions of Iowa law, with the Stated Clerk serving as Secretary of the Corporation.
2. Be available for the clarification of programs and decisions of Presbytery.
3. Maintain the timely dissemination of current and accurate information regarding Presbyterian programs, issues and concerns.
4. Meet on a regular basis, either in person or via video conference, including three weeks prior to Presbytery meetings and as requested by Presbytery moderator.
5. Be responsible for setting the location, agenda, and worship for each of the stated Presbytery meetings. Meetings for Presbytery shall ordinarily include opportunities for worship, business, education, and fellowship.
6. Be responsible for nominating the nominating committee to consist of Ministers of the Word and Sacrament and Ruling Elders, striving for equal representation.
7. Establish all working groups and ensure each working group meets guidelines as established by the Presbytery.
8. Support Presbytery staff.
9. Set goals for and present those goals to the Presbytery annually, together with updates on how those goals are being or not being met.
10. Study together topics that will help the team to lead the Presbytery in its vision and mission.
11. Seek out resources needed by congregations and leadership to live out Presbytery vision.

12. Create, implement, or otherwise provide educational events at Presbytery related to vision.
13. Establish all working groups and ensure each working group meets guidelines as established by the Presbytery.

ARTICLE V

Commissions, Committees, and Task Forces of the Presbytery

Section 5.01. Committees of the Presbytery.

The permanent Commissions and Committees of the Presbytery are:

1. The Commission on Ministry, which is charged with overseeing the Ordered Ministries of the Church as set forth in the *Book of Order*, Chapter Two, with the exception of those set forth in G-2.06, Preparation for Ministry.
2. The Committee on Preparation for Ministry, which is charged with overseeing the preparation for service of Inquirers, Candidates, and Commissioned Ruling Elders as set forth in G-2.06.
3. The Budget and Finance Committee, which is charged with setting the budget of the Presbytery and overseeing its finances.
4. The Missional Witness Committee, which is charged with overseeing the mission of the Presbytery.
5. The Congregational Vitality Committee.
6. The Personnel Commission, which deals with all personnel issues.
7. The Nominating Committee, which is charged with nominating officers of the Presbytery and members of the Commissions, Committees, and Task Forces of the Presbytery.
8. The Committee on Representation, which is charged with making sure the provisions of G-3.0103 are followed with regard to inclusiveness and representation.
9. The John Coates Fund Board, which administers the John Coates Memorial Fund.
10. The Trustees of Prospect Hill Monument, who see to the maintenance and upkeep of the Prospect Hill Monument in Sioux City, Iowa.

The membership, duties, and authority of all Commissions and Committees are set forth in the Manual of Operations.

ARTICLE VI

Nominations and Elections

Section 6.01. Eligibility for office or service on the Commissions, Committees, and Working Groups of the Presbytery shall be consistent with the Constitution of the Presbyterian Church (U.S.A.). and in accordance with the Manual of Operations.

Section 6.02. The Nominating Committee shall nominate persons to all elected positions except for the Nominating Committee and the administrative staff of the Presbytery.

Section 6.03. The Council of the Presbytery shall nominate persons to serve on the Nominating Committee.

Section 6.04. Elections shall be conducted in accordance with the Manual of Operations.

ARTICLE VII

Insurance

Section 7.1. The Presbytery shall maintain insurance against all losses as required by the Constitution of the Presbyterian Church (U.S.A.) and shall review the adequacy of the coverage on an annual basis.

ARTICLE VIII

Miscellaneous

Section 8.01. Fiscal Year.

The fiscal year of the Presbytery shall end on the last day of December.

Section 8.02. Amendments.

These Bylaws may be amended, subject to the Articles of Incorporation, the laws of the state of Iowa and the Constitution of the Presbyterian Church (U.S.A.), by approval of the Presbytery at any stated or special meeting of the members of the Presbytery at which a quorum is present, by a two-thirds vote of those present and voting, provided that a full copy of the proposed changes is transmitted electronically to all members and churches of the Presbytery no less than 60 days prior to the meeting on which the vote is to be taken.

These Bylaws may not be amended contrary to or so as to not include the provisions of the Constitution of the Presbyterian Church (U.S.A.).

Section 8.03. All Property Held in Trust.

Any and all property, now or hereinafter held by the Presbytery, or to which the Presbytery is entitled, shall be held in trust for the benefit of the Presbyterian Church (U.S.A.).

Section 8.04. Particular Property Requirements.

When buying, selling, or mortgaging real property, the Council shall act only after the approval of the members of the Presbytery granted in a duly constituted meeting.

Section 8.05. Property Conveyances.

Pursuant to the Constitution of the Presbyterian Church (U.S.A.), real property transferred to a Presbyterian church or congregation within the bounds of the Presbytery shall include the following language in the deed:

The premises herein conveyed shall be used, kept, and maintained by the grantee for Divine Worship and other purposes of its ministry as a congregation within the Presbytery of Prospect Hill or its successor in interest, subject to the provisions of the Constitution of the Presbyterian Church (U.S.A.).

ARTICLE IX Definitions

Section 9.01. The term “Presbyterian Church (U.S.A.)” shall include any and all successor organizations.

Section 9.02. The term “Presbytery of Prospect Hill” shall include any and all successor organizations.

ARTICLE X

Section 10.01 Liability Shield Provision.

A director of the Corporation shall not be liable to the Corporation or its members for money damages for any action taken, or any failure to take any action, as a director, except liability for any of the following: (1) the amount of a financial benefit received by a director to which the director is not entitled; (2) an intentional infliction of harm on the Corporation or the members; (3) an intentional violation of criminal law. If the Revised Iowa Nonprofit Corporation Act is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the extent of such amendment, automatically and without any further action, to the fullest extent permitted by law. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability or any other right or protection of a director of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

ARTICLE XI

Section 11.01 Indemnification Provisions.

The Corporation shall indemnify a director for liability (as such term is defined in section 504.851 of the Revised Iowa Nonprofit Corporation Act) to any person for any action taken, or any failure to take any action, as a director, except liability for any of the following: (1) receipt of a financial benefit received by a director to which the director is not entitled; (2) an intentional infliction of harm on the Corporation or the members; (3) an intentional violation of criminal law. Without limiting the foregoing, the Corporation shall exercise all of its permissive powers as often as necessary to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law. If the Revised Iowa Nonprofit Corporation Act is hereafter amended to authorize broader indemnification, then the indemnification obligations of the Corporation shall be deemed amended automatically and without any further action to require indemnification and advancement of funds to pay for or reimburse expenses of its directors and officers to the fullest extent permitted by law. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any indemnification obligations of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

MANUAL OF OPERATIONS
Presbytery of Prospect Hill

- A. Mission Statement
- B. Mission Focus
- C. Relationships
- D. Purpose of the Manual of Operations
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- F. Membership of the Presbytery
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- H. Presbytery Structure
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 - b. Vice Moderator
 - c. Stated Clerk
 - d. Treasurer
 - 2. Shared Staff
 - a. Administrative Executive
 - b. Mission Executive
 - c. Pastor to the Presbyteries
 - d. Office Manager
 - e. Program and Communications Coordinator
 - 3. The Presbytery Council: Membership and Responsibilities
 - 4. Committees, Commissions, and Working Groups
 - *=Committees/Commissions whose work is mandated by the Book of Order
 - Definitions:
 - A *Commission* is empowered to act on behalf of the presbytery.
 - A *Committee* makes recommendations to the presbytery for its approval.
 - A *Task Force* is formed for a specific purpose and ceases to exist when the purpose is completed.
 - a. The Commission on Ministry*
 - b. The Committee on Preparation for Ministry*
 - c. The Budget and Finance Committee*
 - d. The Bills and Overtures Committee
 - e. The Committee on Representation*
 - f. The Missional Witness Committee
 - g. The Congregation Vitality Committee
 - h. The John Coates Fund Committee
 - i. The Shared Personnel Commission
 - j. The Permanent Judicial Commission*
 - k. The Nominating Committee*
 - l. Trustees of Prospect Hill Monument
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 - 5. Representation on Other Bodies
 - a. The Presbyterian Camp on Okoboji Ministry Board (Lakeshore Center Board)
 - b. Commissioners to Other Councils of the Presbyterian Church (U.S.A.)

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Appendixes

- I. Commissioned Ruling Elders (CREs)
- II. Records Retention Policy
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- IV. Sexual Misconduct Policy
- V. Simplified Special Rules of Order and Standing Rules for Electronic Meetings Using Zoom or other Video Conferencing Technology
- VI. Social Media Policy
- VII. Social Media Guidelines

A. Mission Statement of the Presbytery of Prospect Hill

Our mission as the Presbytery of Prospect Hill is to ensure in the midst of our diversity the nurturing and energizing of Presbyterians by unifying and solidifying the focus of our faith in Jesus Christ through Worship, Leadership, Discipleship, Stewardship, and Partnership.

B. Mission Focus of the Presbytery of Prospect Hill

With believers in every time and place, we affirm our common mission as witnesses to our Lord and Savior Jesus Christ. We commit to:

1. Being a resource and networking hub for our congregations as they seek to live out the mission of God.
2. Empowering church members to be the church through education, leadership development, spiritual formation, networking, and financial support.
3. Growing and empowering Christian leaders through spiritual formation, education, leadership development, and coaching.
4. Supporting congregations and local mission initiatives through faithful stewardship of people, their gifts, resources, and finances.
5. Networking pastors, leaders, and churches.

In so doing, the Presbytery seeks to be Missional, Pastoral, and Prophetic.

C. Relationships

1. The Presbytery of Prospect Hill (hereafter “the Presbytery”) is a council within the Presbyterian Church (U.S.A.) in accordance with the Constitution of the Presbyterian Church (U.S.A.).
2. The Presbytery is a council within the Synod of Lakes and Prairies.
3. The Presbytery is affiliated with the Presbytery of Des Moines and the Presbytery of North Central Iowa in a missional covenant known as the United Presbyteries of the Plains.

D. Purpose of the Manual of Operations

The Manual of Operations of the Presbytery of Prospect Hill is the repository of policies adopted by the Presbytery and procedures created by committees and working groups for the operation of the Presbytery.

E. The Function of the Presbytery

The responsibilities of Presbytery are outlined in the Book of Order in section G-3.03, “The Presbytery:” “The presbytery is responsible for the government of the church throughout its district, and for assisting and supporting the witness of congregations to the sovereign activity of God in the world, so that all congregations become communities of faith, hope, love, and witness.” Specific responsibilities and powers are outlined in the Book of Order under the headings of: (a) providing that the Word of God may be truly preached and heard, (b) providing that the Sacraments may be rightly administered, and (c) nurturing the covenant community of disciples of Christ. In summary, the Presbytery’s primary roles are

1. To engage congregations in joint mission;
2. To facilitate the formation of strategy;

3. To walk alongside congregations in transition;
4. To teach, gather and disburse;
5. To organize, witness and maintain records;
6. To offer wisdom and process;
7. To provide a marketplace for the free exchange of ideas;
8. To provide a venue for the pursuit of justice and discipline; and
9. To act to form a network of resources.

F. Membership of the Presbytery

1. The Presbytery of Prospect Hill is composed of all the congregations and Ministers of the Word and Sacrament within the bounds of the Presbytery as defined in Section 6 of this Manual.
2. Those entitled to vote at all stated and called meetings of the presbytery are all Ministers of the Word and Sacrament who are members of the Presbytery; all Ruling Elder Commissioners elected by the member congregations; all Commissioned Ruling Elders currently commissioned to ministries in the Presbytery; and Ruling Elders who are moderators of Presbytery committees or commissions.
3. Annually, during the first week of January, the stated clerk of Presbytery shall ascertain the number of resident ministers who are members of Presbytery and the number of elders which the churches are entitled to send as commissioners to Presbytery meetings, and the number of elders enrolled as members of Presbytery by virtue of their office. When the number of ministers is larger, the stated clerk shall bring the imbalance to the attention of Presbytery at the first meeting of the year. Presbytery shall redress the imbalance by inviting the church(es) with the largest reported membership(s) to send additional commissioner(s) until the imbalance is addressed.

G. A Note on Language

1. The following terms are used in this Manual in the same way they are used in the Book of Order of the Presbyterian Church (U.S.A.):
 - a. SHALL and IS TO BE/ARE TO BE signify practice that is mandated,
 - b. SHOULD signifies practice that is strongly recommended,
 - c. IS APPROPRIATE signifies practice that is commended as suitable,
 - d. MAY signifies practice that is permissible but not required.
2. The terms “Minister of the Word and Sacrament” and “Teaching Elder” are used interchangeably.
3. The term “the Presbytery” is used to mean “the Presbytery of Prospect Hill.”

H. Presbytery Structure

The Presbytery of Prospect Hill is a corporate expression of the Presbyterian Church (U.S.A.) (hereinafter referred to as the Church) consisting of all the congregations of the Church within the counties of: Buena Vista, Calhoun, Carroll, Cherokee, Clay, Crawford, Dickinson, Emmet, Ida, Lyon, Monona, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Sac, Sioux, and Woodbury, all in Iowa; Dakota County in Nebraska; and Big Sioux Township of Union

County in South Dakota. All the ministers on the roll of Presbytery shall be members of Presbytery. Minister members of Presbytery shall be subject to the provisions in the Form of Government, Book of Order of the Presbyterian Church (U.S.A.).

1. Officers of the Presbytery and their Responsibilities

The officers of the Presbytery are the Moderator (president of the corporation), Vice-Moderator (vice-president of the corporation), Stated Clerk (secretary of the corporation), and Treasurer (treasurer of the corporation).

a. *Moderator*

Term: The Moderator shall be elected for such term as Presbytery shall determine, not exceeding two years.

Powers and Responsibilities: The Moderator possesses the authority necessary for preserving order and for conducting efficiently the business of Presbytery. He or she shall convene and adjourn Presbytery in accordance with its own action. The Moderator may in an emergency convene Presbytery by written notice at a time and place different from that previously designated by the body. Procedures for calling special meetings of the Presbytery are found in the Bylaws.

The Moderator shall be the President of the Corporation.

The Moderator shall serve on the Council for one year following end of term and shall serve as Moderator of the Council during that term of service.

The Moderator shall preside at all meetings of the Presbytery. If the Moderator is unable to preside, the Vice-Moderator shall preside. If neither is able to preside, the stated clerk shall ask a past Moderator to preside.

The Moderator shall, at the request of the Commission on Ministry, appoint Administrative Commissions (AC) to fulfill the functions set forth in G-3.0109b. An AC shall be composed of Ruling Elders and Ministers of the Word and Sacrament in numbers as nearly equal as possible and sufficient to accomplish their work. The quorum of an AC shall be a majority of its members (except as limited by D-5.0204).

The Moderator shall have the authority to appoint a Stated Clerk *pro tem*, in consultation with the Stated Clerk, or if unavailable, the Pastor to the Presbytery and/or the Mission Executive; to perform other duties the Presbytery may assign. All appointments shall be reported to the next stated meeting of Presbytery.

b. *Vice-Moderator*

Term: The Vice-Moderator shall be elected for such term as Presbytery shall determine, not exceeding two years.

Powers and Responsibilities: The Vice-Moderator will perform the duties of the Moderator in the absence of, or at the request of, the Moderator. The Vice-Moderator will also serve on the Council.

The Vice-Moderator shall be the vice-president of the corporation.

The Vice-Moderator shall ordinarily succeed the Moderator as the Moderator of Presbytery.

c. *Stated Clerk*

Term: The Stated Clerk shall be elected for a term not to exceed 3 years and shall be eligible for re-election.

The Stated Clerk shall be the Secretary of the Corporation and of the Council. The duties and responsibilities of the Stated Clerk are defined in the Book of Order, the By-laws of the Presbytery, and the Administrative Executive's Job Description.

The Stated Clerk is accountable to the Personnel Commission but may not be terminated except by vote of the presbytery.

"Upon receipt of a written statement of an alleged offense, the...stated clerk of presbytery, without undertaking further inquiry, shall then report to the council only that an offense has been alleged without naming the accused or the nature of the alleged offense, and refer the statement immediately to an investigating committee." - D-10.0103

d. *Treasurer*

Term: The Treasurer shall be elected for a term not to exceed 3 years and shall be eligible for re-election.

Powers and Responsibilities: The Treasurer shall be responsible for the financial oversight of Presbytery funds and expenditures and report same to Presbytery. It shall be the duty of the Treasurer to collect, deposit for safekeeping, and dispense upon proper voucher, all necessary Presbytery funds as directed by Presbytery, and make a complete report of all transactions annually; and as such other times as Presbytery may require.

Accountability: The Treasurer is accountable to the Budget and Finance Committee.

Evaluation: The Budget and Finance Committee shall make provision for an annual review of the Treasurer's work and a comprehensive review every three years prior to the conclusion of the term of office. The Budget and Finance Committee, in cooperation with the Treasurer, shall make arrangements for a complete and competent review of the Treasurer's books annually in accordance with the Form of Government, G-3.0113. The Treasurer shall be the Treasurer of the Corporation.

2. **Shared Staff**

As a member of the missional covenant group known as the United Presbyteries of the Plains, the Presbytery shall share the following staff with the Presbyteries of Des Moines and North Central Iowa: Administrative Executive, Mission Executive, Pastor to the Presbyteries, Office Manager, and Program and Communications Coordinator. The compensation packages of the shared staff shall be divided according to formulas negotiated by the shared Personnel Commission. The duties, responsibilities, and relationships of the shared staff are summarized here.

a. *Administrative Executive*

This person will serve as Stated Clerk to all three presbyteries and as the Team Leader. They will resource the Budget and Finance Committee, the Nominating Committee, the Permanent Judicial Committee, policy matters, and Presbytery meetings. They will also co-resource the Commission on Ministry and the Committee on Preparation for Ministry.

- b. *Mission Executive*
This person will focus on mission engagement in the state, presbyteries and communities. This includes taking the lead in mission initiatives in Iowa (such as the mental health initiative, rural issues, environmental issues) and coordinating mission opportunities (especially for smaller congregations who may not have enough to do such a trip on their own). They will resource the Mission Committee.
- c. *Pastor to the Presbyteries*
This person will provide support to pastors and congregations, and Pastor Nominating Committees. The focus is on health and vitality of congregations and leaders so will include peer cohort development and administration, educational events for congregational leaders, reference checks. They will also co-resource the Commission on Ministry, the Committee on Preparation for Ministry, and congregational Personnel Committees.
- d. *Office Manager*
This person will support the work of committees, the Stated Clerk's office, and will be the point of contact for calls from congregations. They will support the work of the Administrative Executive.
- e. *Program and Communications Coordinator*
This position will be half time program support (support for events and programs from the work of the Pastor to Presbyteries and Mission Executive plus support for them). The other half will be spent on communications that connect and communicate with the Iowa Presbyterians (websites, minute for mission pieces, newsletters, etc.). This person will make sure stories are shared from every presbytery.

3. The Council: Membership and Responsibilities

- a. *The Council of the Presbytery* shall consist of
 - i. The currently serving Moderator,
 - ii. The currently serving Vice-Moderator,
 - iii. The Stated Clerk, who shall serve as secretary with voice but no vote
 - iv. The immediate past Moderator
 - v. The moderator of the Commission on Ministry
 - vi. The moderator of the Committee on Preparation for Ministry
 - vii. The moderator of the Budget and Finance Committee
 - viii. A member of the Joint Personnel Commission
 - ix. The moderator of the Missional Witness Committee
 - x. Presbytery staff (ex-officio with voice but no vote)
- b. Duties and Responsibilities of the Council
The Council shall
 - i. Function as the Board of Directors of the corporation under the provisions of Iowa law, with the Stated Clerk serving as Secretary of the corporation.
 - ii. Be available for the clarification of programs and decisions of Presbytery.
 - iii. Maintain the timely dissemination of current and accurate information regarding Presbyterian programs, issues and concerns.

- iv. Meet on a regular basis, either in person or via video conference, including three weeks prior to presbytery meetings and as requested by presbytery moderator.
- v. Be responsible for setting the location, agenda, and worship for each of the stated presbytery meetings. Meetings for Presbytery shall ordinarily include opportunities for worship, business, education, and fellowship.
- vi. Be responsible for nominating the members of the Nominating Committee to consist of Ministers of the Word and Sacrament and Ruling Elders in as equal a proportion as possible. Attention shall also be given to balance in gender, age, and race.
- vii. Establish all Working Groups and ensure each Working Group meets guidelines as established by the Presbytery.
- viii. Support Presbytery staff.
- ix. Set goals for the Presbytery and present those goals to the Presbytery annually, together with updates on how those goals are being or not being met.
- x. Study together topics that will help the team to lead the presbytery in its vision and mission.
- xi. Seek out resources needed by congregations and leadership to live out presbytery vision.
- xii. Create, implement, or otherwise provide educational events at Presbytery meetings related to vision.

4. Committees, Commissions, and Working Groups

Unless otherwise specified each Committee, Commission, and Working Group shall:
—Consist of members nominated by the Nominating Committee and elected by the Presbytery.

—Have a moderator elected by the Committee, Commission, or Working Group

—Have three year terms, divided into three classes.

—Have members who serve full or partial terms aggregating not more than 6 years.

—Strive to have a balance between Ministers of the Word and Sacrament and church members.

—Meet on a regular basis, either face-to-face or electronically, with at least one face-to-face meeting each year encouraged.

—Work to become more open and inclusive and to correct patterns of discrimination on the basis of race, sex, age, or disability.

—Set its own quorum, provided that the quorum is not less than one-half of the members.

—Have the freedom to organize into sub-committees, which will be subject to the Committee, Commission, or Working Group of which they are a part.

—Report to the Presbytery at each Stated Meeting and more often if requested.

Any member of a Presbytery Committee who is absent three consecutive meetings without requesting an excused absence shall be considered to have resigned and the

position shall be filled as provided in this Manual of Operations without further notice. The moderator of the committee will notify the Nominating Committee of the need to fill the vacancy.

*=Committees/Commissions whose work is mandated by the Book of Order

a. *The Commission on Ministry** (COM)

- i. *Purpose:* The Commission on Ministry shall serve as a counselor to ministers of Presbytery, and to facilitate the relations between congregations, ministers and Presbytery. (G-3.0307)
- ii. *Responsibilities:* The Commission on Ministry shall be responsible for planning the effective ordering and deployment of resources and leaders in the churches, for studying the leadership needs of churches, and the possibilities for relationships between churches in the sharing of ministry, both within and across denominational lines, and to suggest plans and procedures for establishing effective ministry and mission, and carry out the responsibilities assigned to the Presbytery in the Form of Government, G-3.0307.
- iii. *Membership:* The Commission shall be composed of ten members in three classes with Ruling Elders and Ministers of the Word and Sacrament in approximately equal numbers (G-3.0307). The Commission shall elect a Vice-Moderator as well as a Moderator, or at the Commission's discretion, Co-Moderators. If the Moderator resigns from the Commission or is not able to function, the Vice-Moderator shall immediately become Moderator and the Commission shall elect a new Vice-Moderator. In the absence of the Moderator, the Vice-Moderator shall have authority to sign calls and other official papers for Commission.
- iv. *Empowerment of the Commission on Ministry to Act on Behalf of the Presbytery*
The Commission on Ministry has been given authority by the Presbytery as described in G-3.0307 to
 - find in order calls issued by churches,
 - approve and present calls for services of ministers,
 - approve the examination of ministers transferring from other presbyteries required by G-2.0104b,
 - dissolve the pastoral relationship in cases where the congregation and pastor concur,
 - grant permission to labor within or outside the bounds of the Presbytery,
 - dismiss ministers to other presbyteries,
 - appoint Ministers of the Word and Sacrament to serve as moderators of vacant churches,
 - appoint qualified Ruling Elders to serve as Commissioned Ruling Elders (CREs). The procedure for the preparation and commissioning of a CRE is found in Appendix I.

—recommend to the Moderator of the Presbytery the appointment of Administrative Commissions,
—set the Minimum Terms of Call for a Called Pastor and the remuneration rate for pulpit supplies and moderators of congregations with the provision that all such actions be reported to the next stated meeting of the Presbytery.

b. *The Committee on Preparation for Ministry** (CPM)

- i. Purpose: The purpose of the Committee on Preparation for Ministry is to oversee the preparation of those who are to be ordained as Ministers of the Word and Sacrament (G-2.06) and to have oversight for the training and examination of those who desire to be Commissioned Ruling Elders.
- ii. Responsibilities: The Committee on Preparation for Ministry shall:
 - a) Be in charge of all inquirers and candidates for church vocations and endorse the applications concerning financial aid through the appropriate General Assembly Agency.
 - b) Have charge of all examinations of candidates taken under care of Presbytery including Commissioned Ruling Elders, and shall carefully counsel the inquirers and candidates concerning the requirements they must meet.
 - c) Keep an accurate record of the training and progress of the inquirers and candidates under the Presbytery's care.
 - d) Oversee the duties assigned to the Presbytery in the Form of Government, (G-2.0605)
 - e) Oversee the training and preparation of all Commissioned Ruling Elders and make recommendations to the Commission on Ministry regarding their suitability for ministry. The procedures for this process are found in Appendix I.

c. *The Budget and Finance Committee**

- i. Purpose: The purpose of the Budget and Finance Committee shall be to oversee the financial well-being of the Presbytery.
- ii. Responsibilities: This committee shall:
 - a) Develop a unified budget — administrative and mission — through allocations of funds requested to achieve the goals of Presbytery.
 - b) Have management oversight of all the funds of Presbytery, implement, and recommend amendments to the existing fiscal accountability policies of Presbytery.
 - c) Review and make recommendations to the Council on any elected staff housing loan applications.
 - d) Have management of Presbytery's assets and liabilities. These include:
 - 1) Monitoring insurance guidelines;
 - 2) Managing investment guidelines;
 - 3) Recommending modifications in current year's budget;

- 4) Monitoring the use of designated and/or restricted funds of Presbytery;
- 5) Reviewing and making recommendations as to purchase, sell, transfer, lease, or encumbrance of Presbytery-owned properties.
- 6) Review inventory of all business and communication equipment.
- e) Establish procedure for the annual financial review and review of treasurer's records.
- f) Review and make recommendations of all fund-raising campaigns of subsidiary corporations.
- g) Review and make recommendations to the Council on all site loan and church loan applications.
- iii. Membership: The committee shall consist of six members in three classes.
- d. *The Bills and Overtures Committee*
 - i. Purpose: The purpose of the Bills and Overtures Committee shall be to review amendments from General Assembly to Presbytery, to review overtures from Presbytery to General Assembly, and to make recommendations.
 - ii. Membership: the committee shall consist of the Commissioners and alternates including the Young Adult Advisory Delegate (YAAD), if one is elected, to the current General Assembly. Terms will be two years.
- e. *The Committee on Representation**
 - i. Purpose: The Presbytery's Committee on Representation shall Fulfill the requirements of G-3.0103. This committee reports annually to the Presbytery.
 - ii. Membership: The committee shall consist of three members in three classes, each class to have a three-year term with two consecutive terms permitted.
- f. *The Missional Witness Committee*
 - i. Purpose: This committee exists to both lift up the witness of each congregation of the Presbytery to the good news of Jesus Christ, and to lift up the witness of the Presbytery in our corporate mission to the world. This is in keeping with the understanding of the Church found in the Book of Order:
 - a) "The Church is to be a community of witness, pointing beyond itself through word and work to the good news of God's transforming grace in Christ Jesus its Lord." - F-1.0301
 - b) "The Church is sent to be Christ's faithful evangelist:
 - 1) making disciples of all nations in the name of the Father, the Son, and the Holy Spirit¹;

¹ The gender-exclusive language here is found in the Book of Order and is derived from Matthew 28:19.

- 2) sharing with others a deep life of worship, prayer, fellowship, and service; and
 - 3) participating in God's mission to care for the needs of the sick, poor, and lonely; to free people from sin, suffering, and oppression; and to establish Christ's just, loving, and peaceable rule in the world." - F-1.0302d
- ii. The Missional Witness Committee will live that out by:
 - a) Identifying and celebrating the work of each congregation in their ministry beyond their own membership;
 - b) Providing resources to help each congregation understand their gifts and their opportunities to bear witness to Jesus Christ in their own communities;
 - c) Helping connect congregations of the Presbytery with each other for joint witness opportunities;
 - d) Helping connect each congregation to the witness of the Church through the Presbytery, Synod, and General Assembly; and
 - e) Challenging the Presbytery in its corporate witness to the love and justice of Jesus Christ.
 - iii. In its work, the committee will be guided by Scripture; the Confessions of the Church; the Foundations of Presbyterian Polity, Chapter One (Book of Order F-1); and the Mission Statement of the Presbytery.
 - iv. Membership: the committee shall consist of three members in three classes, each class to have a three-year term with two consecutive terms permitted.
- g. *The Congregational Vitality Committee*
- i. Purpose: TBD
 - ii. Membership: the committee shall consist of _____ members in three classes, each class to have a three-year term with two consecutive terms permitted.
- h. *The John Coates Memorial Fund Committee*
- i. Purpose: To aid any minister or minister's dependents covered by the Presbyterian Church (U.S.A.) Pension Plan—by supplementing inadequate pension benefits or helping to meet emergency financial needs not cared for in any other way. (Note: aid may be granted to anyone outside the presbytery who, except for presbytery membership, would meet the above criteria)
 - ii. Guidelines
 - a) Interest on the invested fund may be used as above. The principal may be used if emergency requires.
 - b) Other donations for the same purpose may be added to the fund.
 - c) Applications for aid from the fund shall be evaluated and disbursements authorized by the committee.

- iii. **Membership:** the committee shall consist of three members in three classes, each class to have a three-year term with two consecutive terms permitted.
- i. *The Shared Personnel Commission*
 - i. Three people from each presbytery (Des Moines, North Central Iowa, and Prospect Hill) will be elected and commissioned for this service.
 - ii. These participants will serve in rotating three-year terms.
 - iii. Participants can serve two terms or a maximum of six years before being required to rotate off the Commission.
 - iv. Leadership of this Commission will rotate among the Presbyteries on an annual basis.
 - v. The Commission will report to each Presbytery's leadership council.
 - vi. The Commission will be authorized and expected to have the following responsibilities:
 - a) Develop a shared set of personnel policies that will guide the work and offer processes for the staff to use.
 - b) Review and support the staff.
 - c) Conduct an initial six-month review of all staff members.
 - d) Conduct an annual review of all staff members for the first year. The Commission will receive the annual reviews of the full-time administrators from the Administrative Executive in subsequent years.
 - e) Mentor the staff, providing support, clarifying responsibilities and answering questions as needed.
 - f) Discipline staff members as needed, following established policies for addressing issues and concerns that arise.
 - g) Fire staff members who do not meet performance and/or behavioral expectations using due process as articulated in the adopted personnel policies. In the case of the Administrative Executive, which includes the Stated Clerk role, the Commission will recommend termination and an interim Stated Clerk candidate to each Presbytery for action.
- j. *The Permanent Judicial Commission**
 - i. **Membership:** The Permanent Judicial Commission (PJC) shall consist of seven members, Ministers of the Word and Sacrament and Ruling Elders, as nearly equal as possible in number, in accordance with the Rules of Discipline, (D-5.0100) They shall choose their own moderator and clerk. The term of office shall be six years, and no member shall be eligible for reelection after serving one full six year term until four years has elapsed in accordance with the Rules of Discipline, (D-5.010). Ruling Elder members must be members of a congregation under jurisdiction of this Presbytery. No two Ruling Elder members of the Commission may be from the same congregation.
 - ii. **Staffing:** the Stated Clerk shall serve as advisory staff to the PJC but without vote. If the Stated Clerk is unable to act, the Moderator of the

- Presbytery shall appoint a Stated Clerk from another presbytery to act as advisory staff.
- iii. Powers and Responsibilities: the Permanent Judicial Commission shall have the powers and responsibilities assigned to it in the Book of Discipline, (5.0202).
 - k. *The Nominating Committee**
 - i. Purpose: The purpose of the Nominating Committee is to nominate persons to fill all vacancies on continuing committees (except the Nominating Committee), commissions and other bodies that require election by the Presbytery.
 - ii. Responsibilities: This Committee shall recommend to Presbytery the list of nominees to fill vacancies for:
 - a) Moderator
 - b) Vice-Moderator
 - c) Stated Clerk *pro tem*
 - d) Committees and Commissions of Presbytery (except the Nominating Committee)
 - e) Commissioners to Synod and General Assembly
 - iii. The offices of Moderator and Vice-Moderator shall alternate, as much as possible, between a Minister of the Word and Sacrament and a Ruling Elder, so that when a Minister of the Word and Sacrament is Moderator, the Vice-Moderator will be a Ruling Elder, and vice-versa.
 - iv. Nominations may be made by Presbytery from the floor providing the nominee has been contacted in advance and has agreed to serve if elected. The Moderator shall always ask for nominations from the floor at every election.
 - v. Nominations for regular vacancies shall be presented at the October Stated Meeting of Presbytery; nominations for unexpired terms occurring during the year shall be presented by the Nominating Committee at the next Stated Meeting of Presbytery.
 - vi. The committee members shall be nominated in such a way as to assure, as far as is practical, that there is a balance of Ministers of the Word and Sacrament and Ruling Elders or Ministers of the Word and Sacrament and church members. Vacancies in the membership shall be filled at the next Stated Meeting of Presbytery.
 - vii. The Presbytery year shall be from January 1 to December 31, and officers and Committee members elected at the last Stated Meeting of the year shall take office on January 1st of the following year.
 - viii. Guidelines for General Assembly (G.A.) Representation
 - a) Commissioners to each General Assembly shall be nominated at the October stated meeting prior to the assembly according to the guidelines approved by the Presbytery. The Moderator of Presbytery shall ordinarily be one of these nominees and when elected, shall serve as coordinator of the General Assembly Commissioners. The Moderator shall also serve as liaison for the Presbytery with all persons serving from this Presbytery on

General Assembly units. Should the Moderator not be elected a Commissioner, the elected Commissioners shall elect a coordinator from among themselves to fulfill the above responsibilities.

b) Ordained Minister Guidelines for Nomination:

- 1) The Nominating Committee will solicit applications from Ministers of the Word and Sacrament but will not be limited to only those who apply.
- 2) Ministers are representatives of their own membership in Presbytery, not the place of service. Generally, only one G.A. Commissioner is sent from any church.
- 3) The Nominating Committee shall strive for a balanced mix based on age, sex, race, ethnicity and theology.
- 4) Members who have been and are currently active in the life of the Presbytery shall have higher priority. "Currently active" means regular attendance at Presbytery stated meetings and service on at least one committee of the Presbytery.
- 5) The Minister commissioner should be a member of Presbytery for at least one year and should not plan on transferring out of the Presbytery until their term is over.
- 6) Preference shall be given to those who have never been a commissioner, or those who have gone longest without being a commissioner.

c) Ruling Elder Guidelines for Nomination:

- 1) Session takes initiative in submitting name to Nominating Committee and providing application completed by elder and session.
- 2) The Nominating Committee shall strive for a balanced mix based on age, sex, race, ethnicity, theology, and church: city, rural, suburban.
- 3) The Nominating Committee shall give consideration to how active a Ruling Elder has been in the life of the Presbytery.
- 4) The Nominating Committee shall give preference to elders from churches that have never had a commissioner or which have gone the longest time without sending a commissioner.

d) Young Adult Advisory Delegate (YAAD) Guidelines for Nomination:

- 1) Session takes initiative in submitting name to the Nominating Committee and providing an application completed by the youth and session.
- 2) The YAAD must be between 17 and 23 years of age, per G.A. rules.

- 3) The Nominating Committee shall give preference to YAADs from churches that have never had a YAAD or which have gone the longest time without sending a YAAD.
- ix. Membership: There shall be a minimum of six members on this Committee, nominated by the Council and elected by Presbytery. Membership shall be from all regions of the Presbytery. Presbytery's representative on the Synod Permanent Nominating Committee and the chair of the Committee on Representation shall be additional members of this Committee. Committee members shall serve three-year terms with no more than two consecutive terms.
- l. *Trustees of Prospect Hill Monument*
 - i. The Prospect Hill Monument is a public park owned by the City of Sioux City, Iowa, and maintained according to an agreement with the City of Sioux City by volunteers from the Presbytery of Prospect Hill. These volunteers function as the Trustees of the Prospect Hill Monument.
 - ii. The Trustees are drawn from the membership of the Presbyterian churches of Sioux City, Iowa and South Sioux City, Nebraska. The churches are responsible for submitting names to the Presbytery.
 - iii. The Trustees serve three year terms and may be reelected indefinitely.
- m. *Working Groups*
 - i. Working Groups will function in addition to committees. While committees must be selected by the Nominating Committee and approved by Presbytery, Working Groups are self-determining groups which gather to work on a specific issue or topic. Working Groups are created with the approval of the Council when a need arises within the Presbytery. The Working Group is disbanded when it has finished its task. If a Working Group has not met for twelve consecutive months, the Working Group will be considered disbanded.
 - ii. Creation of Working Group:
 - a) Must have a minimum of five people interested and willing to work on topic. The Mission Executive can serve as a resource to help gather the required number of people.
 - b) Must fill out Working Group Application and have it approved by the Council.
 - c) Fill out application for administrative budget funds and submit to the Council.
 - d) May also apply for additional funds through the Presbytery Grant and Loan Program. Copies of this application need to be sent to both the Council and Budget and Finance Committee.
 - iii. Each Working Group will:
 - a) Turn in at least a written report at each stated meeting of the Presbytery.

- b) Send a representative twice a year to meet with Council and other committee and Working Group leadership to share resources and network.
- c) If a Working Group would like time at the presbytery meeting, it needs to submit its written request to the Moderator Team at least one month prior to the presbytery meeting.
- d) Working Groups are asked to consider leading workshops and classes at presbytery meetings.

5. Representation on Other Bodies

a. The Presbyterian Camp on Okoboji Ministry Board

- i. The Presbyterian Camp on Okoboji Ministry Board shall have oversight of the policy and direction of the Lakeshore Center at Okoboji in accordance with the Bi-Presbytery Covenant between the Presbytery of Prospect Hill and the Presbytery of North Central Iowa.
- ii. The responsibilities of the Presbyterian Camp on Okoboji Ministry Board shall be those outlined in the Bi-Presbytery Covenant between the Presbytery of Prospect Hill and the Presbytery of North Central Iowa.
- iii. The Presbytery of Prospect Hill shall elect representatives to the Presbyterian Camp on Okoboji Ministry Board. The Moderator or the Vice-Moderator of the Presbyterian Camp on Okoboji Ministry Board shall be liaison with the Presbytery.

b. Commissioners to Other Councils of the Presbyterian Church (U.S.A.)

- i. The Synod of Lakes and Prairies
The Presbytery shall elect Commissioners to the Synod of Lakes and Prairies or its successor according to the policies and procedures of the Synod.
- ii. The General Assembly
The Presbytery shall elect Commissioners to the General Assembly of the Presbyterian Church (U.S.A.) or its successor according to the policies and procedures of the General Assembly.

I. Meeting Policies

1. Meeting Time and Places

The Presbytery shall meet in accordance with the procedures and requirements found in the By-Laws.

2. Agenda

The Council shall be responsible for preparing the agenda for the presbytery meeting. Meetings for Presbytery shall include opportunities for worship, business, education, and fellowship.

3. Preparations for Meetings

- a. Persons or committees requesting time on Presbytery's agenda shall submit their request, including the amount of time being requested, to the Stated Clerk at least two (2) weeks before the presbytery meeting at which time is requested.
- b. Written reports and recommendations for the presbytery meeting shall be submitted to the Stated Clerk in time to be included in the packet for the meeting;

this deadline will be published in the Stated Clerk's report to Presbytery for the next presbytery meeting. The Stated Clerk will electronically mail or notify by other suitable means the agenda and any reports and other documents to all pastors, all Clerks of Session, commissioners from each church and all committee chairpersons at least ten (10) days prior to the meeting.

4. Meeting Norms

- a. Ministers notify the Presbytery Office in case of absence; request an excuse.
- b. Come at the beginning of the meeting and stay until the end.
- c. Use inclusive language.
- d. Be courteous and considerate in disagreement.
- e. Be open, honest and receptive with each other.
- f. No smoking during meetings.
- g. Begin on time and end on time.
- h. Encourage openness.
- i. Give each person the opportunity to be heard.
- j. Take breaks to relax tension whenever necessary.
- k. Make no decision before most voting members are ready to make a decision.
- l. Take time for prayer before difficult or important decisions.
- m. Restate the motion before the action.
- n. Follow the "Seeking to be Faithful Together: Guidelines for Presbyterians During Times of Disagreement (Appendix III).

5. Attendance Expectations

- a. All Minister members of Presbytery are expected to be present for all stated and called meetings. When a member is unable to attend, they shall request an excuse from the Stated Clerk. The Stated Clerk shall grant all such requests and so report that in the minutes of the meeting.
- b. All sessions are expected to appoint a Ruling Elder commissioner for all stated and called meetings. It is advisable that the same Elder attend all meetings in a calendar year to facilitate continuity. Congregations may not request an excuse for sending an Elder commissioner to a presbytery meeting.

6. Electronic Meetings

Simplified Special Rules of Order and Standing Rules for Electronic Meetings are found in Appendix V.

J. Records and Reporting

1. Of the Local Churches

- a. The Clerk of Session (or the equivalent officer in union churches) shall keep a complete record of all meetings of the session (council or board in union churches), the congregational meetings, and all records required by the Constitution of the Presbyterian Church (U.S.A.), and shall submit these records for review and approval to the Presbytery Stated Clerk according to the plan designated by the Stated Clerk.
- b. The annual statistical reports from each church shall be submitted to the Stated Clerk of Presbytery on a date set by the Stated Clerk. In the event that said reports are not received by the set date, the Stated Clerk shall use the report of the previous year for their summary report to the General Assembly.

- c. The per capita apportionment for the church year is payable per the schedule committed to on the Presbytery General Mission Pledge Form. Exceptions will be dealt with by the Presbytery.
 - d. Presbytery shall not dissolve a pastoral relationship between a church and its pastor until all salary and pension payments have been met according to an agreement with the minister, the congregation and Presbytery.
 - e. In order that Presbytery may have continuity to fulfill its responsibilities, sessions are encouraged to elect principal and alternate commissioners to Stated Meetings of Presbytery to serve for a term of one year.
 - f. Sessions are encouraged to provide names to the Nominating Committee of individuals to serve on Presbytery committees and commissions.
2. Of the Presbytery
- a. The Stated Clerk shall maintain the minutes of all meetings of the Presbytery in readily-accessible form.
 - b. The Stated Clerk shall present the minutes of the Presbytery to the Synod of Lakes and Prairies for review on an annual basis, according to the procedures and policies of the Synod.
 - c. The Stated Clerk shall send annually to the General Assembly all reports and statistics required by the General Assembly.
 - d. The Stated Clerk shall cause to be maintained all documents necessary, according to the file retention policy recommended by the General Assembly (Appendix II).

K. Business Practices and Fiscal Accountability

1. Per Capita
- a. The Budget and Finance Committee shall determine the Presbytery's portion of the annual Per Capita apportionment as early in the year as possible for the following year and communicate that amount to the congregations in a timely manner.
 - b. When a congregation is unable or refuses to pay any part of its Per Capita apportionment to higher governing bodies, the Presbytery shall pay that apportionment.
2. General Mission Pledge
- In order that the Presbytery is enabled to carry out its mission, congregations are strongly encouraged to pledge to the mission of the Presbytery on an annual basis.
3. Presentation of the Budget
- The annual budget shall be prepared by the Budget and Finance Committee and presented to the Presbytery in such a way that critical items of income and expense can be understood as to their impact on the mission of the Presbytery.

L. Amendments

This Manual of Operations may be amended by a majority vote of the Presbytery, provided adequate notice is given of the intention to amend.

APPENDIXES

APPENDIX I - Commissioned Ruling Elders (CREs)

1. A Commissioned Ruling Elder/Commissioned Pastor (hereafter referred to as CRE) is a person ordained to the office of Ruling Elder who has been trained and commissioned by the Presbytery to temporarily carry out a particular ministerial assignment. Typically, this involves a position in a congregation that is currently financially unable to call an ordained pastor. CREs provide a valuable service to these churches and are an important option for the Presbytery to pursue stability and growth within its member congregations.
2. Language and Terms
 - a. Applicant CRE – a person who is admitted into a CRE academy and is actively participating in the preparation process.
 - b. Eligible CRE – a person who has completed all requirements for commissioning set out by the CPM but is not currently commissioned to serve in a CRE role. (G-2.1002)
 - c. Active CRE – a person who is appointed and commissioned to work within the bounds of the Presbytery of Prospect Hill on a one-year, renewable basis.
3. Functions of a CRE (G-2.1001)

The functions of a particular CRE are determined by the Committee on Ministry (COM) of Prospect Hill Presbytery in light of the specific needs of the context in which the commission is issued. These may include, but are not limited to moderating the session, administering sacraments, officiating weddings, and voice and vote in Presbytery meetings. These duties will be in addition to any other necessary functions consistent with the office of Ruling Elder such as worship leadership and planning, home and hospital visitations, teaching ministries, conducting funerals, etc.
4. Terms of Service

CREs are commissioned by the Presbytery for a stated period of time up to one year in length. This status is temporary and differs from ordination in that it lasts only the duration of the assignment to which the CRE was commissioned. (G-2.1002) The particular duties within a commission will be established by the Presbytery and overseen or adjusted by the COM as needed. These commissions will be reviewed annually by the COM. (G-2.1001) If the review is favorable, the commission may be renewed for another year at the request of the congregation and the concurrence of the COM. The commission and status of a CRE is valid only within the Presbytery and does not automatically transfer when a CRE changes churches or presbyteries.
5. Application and Preparation

The Committee on Preparation for Ministry (CPM) of the Presbytery of Prospect Hill will evaluate all applications of those wishing to serve as a CRE and will have oversight of their training, preparation, and process. The CPM will also evaluate the readiness of those in the process and recommend those who are considered ready to serve to the Committee on Ministry.
6. Admission Requirements:
 - a. Have a college degree or equivalent (unless granted an exception by the CPM)
 - b. The Applicant CRE will be a Ruling Elder in good standing of the Presbyterian Church (U.S.A.) and Prospect Hill Presbytery for one year with faithful, regular, participation in worship and the life of the church prior to admission.

- c. The Applicant CRE will have a written recommendation from the session of congregation of his or her membership.
- d. The Applicant CRE will have two additional written recommendations from non-family persons (one being from their current or former pastor) who can attest to the applicant's faith journey and sense of call.
- e. The Applicant CRE will complete an application to include statements on:
 - i. Personal faith;
 - ii. Sense of call;
 - iii. What it means to be a Presbyterian; and
 - iv. What gifts and skills they bring to the church which reflect on the reformed tradition.

7. Process:

- a. The CPM will process all applications from persons desiring to seek commissioning as a CRE.
- b. The CPM or approved representative will meet with each applicant prior to admission.
- c. The CPM will assign a committee member to be a liaison with the Applicant CRE.
- d. The CPM will meet with each Applicant CRE for at least an annual evaluation during his or her training to assist them in discerning and formation for their call. All written materials for the annual evaluation must be submitted no later than one week before the Applicant CRE's meeting with the CPM.
- e. Applicants for CRE will participate in an individual/group session sponsored by CPM to evaluate psychological and leadership issues associated with pastoral roles before consideration by CPM for Eligible CRE.
- f. The CPM will meet with each Applicant CRE for a final examination prior to recommending their commissioning to the COM.

8. Preparation; Course of Study

- a. The Applicant CRE will satisfactorily complete the course of study outlined in the CRE Academy by the Presbytery of Prospect Hill or an alternative acceptable to the CPM.
- b. The Applicant CRE must select one paper or written project reflective of that year's academic work and submit it to the CPM for consideration at least prior to the annual examination.
- c. Requests for equivalency based on prior experience or education will be considered by the CPM.

9. Criteria to be certified as Eligible for Commissioning

In addition to the completion of requirements listed previously:

- a. Eligible CREs will have completed 2 years as an Applicant CRE.
- b. Eligible CREs will meet with the CPM for the purpose of a final theological and readiness examination. Prior to this meeting the Applicant CRE will write/preach a sermon and provide a one-page Statement of Faith. The Statement of Faith should be an exposition of what the candidate believes, incorporating aspects of their faith experience, as well as reflecting their understanding of the Reformed Tradition. The following areas should be included but not limited to in the statement.

—God

—Jesus Christ

- The Holy Spirit
- Atonement
- The Sacraments
- The authority of Scripture
- The nature and mission of the Church
- Discipleship

(The CPM has authority to make exceptions to these procedures and adjust or add to them as necessary.)

10. COM Requirements for Eligible CREs

Upon satisfactory completion of the preparation process as determined by the CPM, eligible CREs will meet with the COM to present their statement of faith, be examined for readiness to serve as a Commissioned Ruling Elder and to request certification as an eligible CRE. At this point all active and eligible CREs will be, and continue to be, under the oversight of the Commission on Ministry.

a. Qualifications

Those expressing a desire to serve the Presbytery as a CRE should demonstrate the following credentials by the end of their preparation period;

- i. Show competency in both the content and interpretation of Scripture, particularly as it pertains to preaching and teaching.
- ii. Demonstrate a working understanding of Presbyterian theology, polity, history, sacraments, doctrine and governance.
- iii. Demonstrate an understanding of the role, functions, and limits of a CRE within the church and Presbytery.

b. Requirements (G-2.1002)

The following will be required of those wishing to serve within the Presbytery of Prospect Hill as a CRE;

- i. Be approved for service by the Committee on Preparation for Ministry and meet any and all requirements of their process.
- ii. Meet with the Commission on Ministry for an interview/examination. This shall include the presentation of a written statement of faith. This shall take place before any placement can be made.
- iii. To meet at least quarterly with a liaison or mentor appointed by the COM.
- iv. Approval of a particular commissioned call by the Presbytery.
- v. Examination by the Presbytery of Prospect Hill prior to initial commissioning.
- vi. Preparation of an annual ministry report to be submitted to the COM summarizing the previous 12 months of service.

11. Commissioning. A Commissioning Service will take place at a meeting of Prospect Hill Presbytery under the direction of the COM. (G-2.1003)

12. Oversight

The COM will select/approve a mentor for each Commissioned CRE

- a. The Mentor shall not be the applicant's pastor
- b. The Mentor must be an Ordained Minister of the Word and Sacrament in the Presbyterian Church (U.S.A.).
- c. The Mentor shall be a member of the Presbytery of Prospect Hill.

The ongoing work of a CRE shall be overseen and evaluated by the COM in conjunction with the CRE, the congregation or organization being served, the CRE’s mentor or liaison, and any other parties deemed necessary by the COM. This will happen at least annually and can be scheduled more often if the COM feels a need for more regular or additional oversight. (G-2.1004)

13. Continuing Education

Because ministry is an endless challenge, no person can ever be fully qualified. Thus, it is vital that every person involved in ministry leadership seek to improve their skills, understanding, knowledge, and effectiveness regularly. CREs will be expected to engage in continuing education at least at the level of personal study and preferably by participating in classes or conferences designed to provide growth in ministry. As a part of his or her annual evaluation, a CRE will be required to share a summary of their continuing education over the past year.

Approved by COM 9/12/2017

Approved by CPM 9/12/2017

APPENDIX II - Records Retention Policy

This refers to physical rather than electronic records.

Types	Retention Period
Minutes and reports of all councils of presbytery	permanent
Bylaws/charters	permanent
Incorporation records	permanent
Inquirers, candidates, ministers files	permanent
<u>Records of dissolved congregations:</u> Minutes, registers, charters, articles of incorporation, property records, etc.	permanent
Legal/judicial case records	permanent
Subject files: correspondence, minutes, or other records surrounding subject matter of continuing administrative or legal value, or comprising information on the mission, vision, and actions of the body	permanent
Annual reports	permanent

Annual budgets	permanent
Annual audits	permanent
Annual financial statements	permanent
Manuals/handbooks	permanent
Newspapers/newsletters	permanent
Brochures/promotional material (1 copy)	permanent
Photographs	permanent
Architectural drawings, plats, plans, blueprints	permanent
Wills, bequests	permanent
Loan agreements	satisfaction + 20 years
Property appraisals, records of sale	20 years after sale
Employee records	employment + 7 years
Contracts	active + 6 years
Accounts payable	7 years
Accounts payable invoices	7 years
Accounts receivable records	7 years
Bank statements	7 years
Canceled checks	7 years

Cash receipt records	7 years
Expense reports	7 years
FICA / W2 records	7 years
Payroll records	7 years
Petty cash records	7 years
Receipts of purchases	7 years
Bank deposit slips	3 years
General/routine correspondence (acknowledgments, requests, travel arrangements, etc.)	3 years
Travel plans/arrangements	3 years
Periodic financial statements	2 years
Data for updating mailing lists	1 year
Invitations	1 year
Meeting notices	1 year
Mailing lists	active
Reference/resource material	active

APPENDIX III - Seeking to be Faithful Together: Guidelines for Presbyterians During Times of Disagreement

In a spirit of trust and love, we promise we will...

1. Treat each other respectfully so as to build trust, believing that we all desire to be faithful to Jesus the Christ:
 - a. We will keep our conversations and communications open for candid and forthright exchange,
 - b. We will not ask questions or make statements in a way which will intimidate or judge others.
2. Learn about various positions on the topic of disagreement.
3. State what we think we heard and ask for clarification before responding, in an effort to be sure we understand each other.
4. Share our concerns directly with individuals or groups with whom we have disagreements in a spirit of love and respect in keeping with Jesus' teaching.
5. Focus on ideas and suggestions instead of questioning people's motives, intelligence or integrity
 - a. We will not engage in name-calling or labeling of others prior to, during, or following discussion.
6. Share our personal experiences about the subject of disagreement so that others may more fully understand our concerns.
7. Indicate where we agree with those of other viewpoints as well as where we disagree.
8. Seek to stay in community with each other though the discussion may be vigorous and full of tension;
 - a. We will be ready to forgive and be forgiven
9. Follow these additional guidelines when we meet in decision-making bodies:
 - a. Urge persons of various points of view to speak and promise to listen to these positions seriously;
 - b. Seek conclusions informed by our points of agreement;
 - c. Be sensitive to the feelings and concerns of those who do not agree with the majority and respect their rights of conscience;
 - d. Abide by the decisions of the majority, and if we disagree with it and wish to change it, work for that change in ways which are consistent with these guidelines.
10. Include our disagreements in our prayers, not praying for the triumph of our viewpoints, but seeking God's grace to listen attentively, to speak clearly, and to remain open to the vision God holds for all.

John Wesley on Christian Unity:

But although a difference in opinions or modes of expression may prevent an entire union; yet need it prevent our union in affection? Though we cannot think alike, may we not love alike? May we not be of one heart, though we are not of one opinion? Without all doubt, we may. Herein all the children of God may unite, notwithstanding these smaller differences. These remaining as they are, they may forward one another in love and in good work

(from his sermon on the Catholic Spirit, quoted in *Visual Leadership* by Rob Weber, p.120)

Adopted by the 204th General Assembly (1992) of the Presbyterian Church (U.S.A.) for use by presbyteries

APPENDIX IV - The Presbytery of Prospect Hill Sexual Misconduct Policy

INTRODUCTION

Our faith in Jesus Christ and Holy Scripture calls us to standards of responsible conduct in all of life, including sexual behavior. Human sexuality is an integral part of who we are. It can, however, become the central element within oppressive contexts in which trust relationships are breached and persons are abused. The Presbytery of Prospect Hill endeavors to promote the peace, unity, and purity of the Church by preventing sexual misconduct through the maintenance of professional and ethical behaviors consistent with the Reformed tradition and by adjudicating sexual misconduct according to the procedures of and in conformity with church law.

PURPOSES OF THIS POLICY

The purposes for which this policy is written and affirmed by the Presbytery of Prospect Hill include:

1. To work to safeguard the Church's members and staff within the Presbytery of Prospect Hill from abuse through any form of sexual misconduct.
2. To seek justice by assuring the effectiveness of the Presbyterian Church (U.S.A.)'s administrative, investigative, and judicial processes in determining truth, protecting the innocent, and in dealing appropriately with those who victimize others.
3. To promote healing of all persons against which, and congregations in which, sexual misconduct has occurred.

OPERATIVE DEFINITION OF SEXUAL MISCONDUCT

Sexual misconduct is the comprehensive term used in this policy to include: sexual abuse of children or adults, rape or sexual assault, and sexual harassment. Sexual misconduct constitutes an abuse of authority and power, breaching Christian ethical principles by misusing a trust relationship to gain advantage over another for personal gratification in an abusive, exploitative and unjust manner. Categories of sexual misconduct are explicated below.

1. **Sexual abuse** occurs whenever a person in a position of trust or authority engages in a sexual act or sexual contact with another person to whom he or she owes a professional responsibility. Such abuse shall include, but not be limited to, the following:
 - a. Sexual acts or sexual contact with a minor.
 - b. Sexual acts or sexual contact involving inducement, threat, coercion, force, violence, or intimidation of another person.
 - c. Sexual acts or contact between ministers and anyone with whom they have a pastoral relationship, *even if such acts or contact are consensual.*

- d. Sexual acts or sexual contact with another person who is incapable of appraising the nature of the conduct or physically incapable of declining participation in, or communicating unwillingness to engage in, sexual acts or sexual contact.
 - e. Sexual acts or sexual contact arising from the administration to another person of a drug or intoxicant that substantially impairs the ability of that person to appraise or control the nature of the conduct.
2. **Child sexual abuse** includes, but is not limited to, any contact or interaction between a child and an adult when the child is being used for the sexual stimulation of the adult person or of a third person. This behavior may or may not involve touching. Child sexual abuse between an adult and a child is always considered forced whether or not consented to by the child. *Child sexual abuse is a crime in all states and must be reported to civil authorities.*
 3. **Rape or sexual assault** is a crime in all states and should be reported to civil authorities and to the Stated Clerk of the Presbytery. The Federal Criminal Code of 1986 (Title 18, Chapter 109A, Sections 2241-2233) does not use the term rape, but uses the term *aggravated sexual abuse* to define what is typically described as rape. Two types of *aggravated sexual abuse* are identified: (a) aggravated sexual abuse by force or threat of force, and (b) aggravated sexual abuse by other means. *Aggravated sexual abuse by force or threat of force* is defined as follows: when a person knowingly causes another person to engage in a sexual act, or attempts to do so, by using force against that person, or by threatening or placing that person in fear that that person will be subjected to death, serious bodily injury, or kidnapping. *Aggravated sexual abuse by other means* is defined as follows: when a person knowingly renders another person unconscious and thereby engages in a sexual act with that other person; or administers to another person by force or threat of force without the knowledge or permission of that person, a drug, intoxicant, or similar substance and thereby (a) substantially impairs the ability of that person to appraise or control conduct and (b) engages in a sexual act with that person.
 4. **Sexual harassment** includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexually offensive nature when:
 - a. Submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment or their continued status in an institution;
 - b. Submission to or rejection of such conduct by an individual is the basis for employment decisions affecting that individual; or
 - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, or offensive working environment. Sexual harassment can consist of a single, intense or severe act, or multiple, persistent or persuasive acts. Sexual harassment may include, but is not limited to:
 - i. Sexually-oriented jokes or humor
 - ii. Sexually demeaning comments
 - iii. Verbal suggestions of sexual involvement or sexual activity
 - iv. Questions or comments about sexual behavior
 - v. Unwelcome or inappropriate physical contact
 - vi. Graphic or degrading comments about an individual's physical appearance
 - vii. Express or implied sexual advances or propositions

- viii. Display of sexually suggestive objects or pictures
- ix. Repeated requests for social engagements after an individual refuses.

PRESBYTERY POLICY STATEMENT ON SEXUAL MISCONDUCT

1. Sexual misconduct is never permissible. It is a violation of the principles set forth in Scripture and constitutes a refutation of ordination vows and standards of ministry, as well as of pastoral, employment, and professional relationships.
2. The Presbytery of Prospect Hill shall educate ministers and ministerial candidates in an understanding of sexual misconduct so that they may avoid such conduct. All minister members shall be required to attend training offered by the Presbytery concerning the nature and prevention of sexual misconduct.
3. The Presbytery of Prospect Hill shall not approve calls that involve pastoral responsibilities for a permanent ministerial member who has been convicted of sexual misconduct by a church or a secular court.
4. Whereas this policy addresses sexual misconduct by ministers, each congregation and organization in the Presbytery of Prospect Hill is responsible for developing a sexual misconduct policy consistent with this document for church professionals, officers, members, non-member employees, and volunteers.

RESPONSIBILITIES OF THE PRESBYTERY

To address sexual misconduct, the Presbytery of Prospect Hill bears responsibility for the following duties:

1. Establishment of a Sexual Misconduct Response Committee.
2. Transmission of mandated reports to
 - a. Insurance carriers,
 - b. Appropriate local, state, or federal authorities, if the allegations involve the abuse of a minor child or other criminal behavior,
 - c. The Presbytery's Sexual Misconduct Response Committee.
3. Consultation with the Sexual Misconduct Response Committee to meet the reasonable needs of the person(s) involved.
4. Collaboration with the Commission on Ministry (COM) and other relevant parties to meet the needs of the affected congregation(s).
5. Initiation of mediation and/or the judicial process under the provisions stated in *The Book of Order: Rules of Discipline*.
6. Work with the Sexual Misconduct Response Committee in setting annual ongoing educational events for the Presbytery and its members concerning sexual misconduct and appropriate ministerial relations.

RESPONSIBILITIES OF THE SEXUAL MISCONDUCT RESPONSE COMMITTEE

1. Work with the Stated Clerk and, when appropriate, moderator(s) of appropriate Presbytery committees in contacting the accuser and alleged victim(s) and family(ies) to secure resources for meeting the reasonable needs of the accuser, victim and family(ies). If the Stated Clerk is accused of sexual misconduct, the Presbytery shall contract with the Stated Clerk of another presbytery to staff the Sexual Misconduct Response Committee.

2. Contact the accused and family(ies) to secure resources for meeting the reasonable needs of the accused and family(ies).
3. Work with the Administrative Executive to provide annual and ongoing educational events concerning sexual misconduct and appropriate ministerial relations.

IMPLEMENTATION OF SEXUAL MISCONDUCT POLICY FOR THE PRESBYTERY OF PROSPECT HILL

Availability of Policy and Procedures

Each current and future minister working within the bounds of the Presbytery of Prospect Hill shall be provided a copy of the Sexual Misconduct Policy and shall be required to sign an acknowledgement of receipt, which shall be placed in their personnel file. All Presbytery employees shall receive a copy the Sexual Misconduct Policy as a supplement to the Presbytery personnel policies. This policy document shall also be available to all church members and to members of the public upon written request to the Stated Clerk.

Resource Documents

The responsibilities, structures, and procedures for responding to allegations of sexual misconduct are mandated by *The Book of Order*. Specifically, *The Book of Order* details the role of the Presbytery in “warning and bearing witness against error in doctrine and immorality in practice within its bounds; and serving in judicial matters in accordance with the Rules of Discipline.” (G-3.0301c) as well as the role of an Investigating Committee (D-10.0103, D-10.0200).

Liability and Insurance

The Presbytery of Prospect Hill will include in every employee’s personnel file (including all current and future ministers) the employee information sheet, the Pastor Personal Information Form or similar application for employment with employment history, any employment questionnaires, reference responses, and other documents related to this policy, including the signed form indicating receipt of the Sexual Misconduct Policy (which form is included in this Appendix IV).

MANAGEMENT OF ALLEGATIONS OF SEXUAL MISCONDUCT

Disciplinary Process

All allegations of sexual misconduct will be investigated using appropriate processes. In cases of members under the jurisdiction of the Presbytery of Prospect Hill, judicial process as provided in *The Book of Order: Rules of Discipline* will be followed. In cases involving employees, the provisions of the Personnel Policy will be followed. For employees who are members of the Presbytery, both personnel policy and disciplinary process will apply.

Judicial Process

As a part of the allegation process, if the Stated Clerk receives written allegations as provided in D-10.0103, the Stated Clerk shall inform the Moderator of the Presbytery and convene an Investigating Committee as soon as possible. The Investigating Committee shall conduct its investigation in accordance with D-10.0200.

Administrative Process

Following an accusation of misconduct against a staff member of the Presbytery of Prospect Hill, the Personnel Commission shall consult with the accuser, the accused, and any other involved parties (e.g., staff, presbytery units, or other governing bodies) first to determine if administrative leave for the accused is warranted. If the staff member is under the jurisdiction of Presbytery, the Personnel Commission (through the Stated Clerk) shall then refer the matter to an Investigating Committee. If the staff person is not under the jurisdiction of the Presbytery, the Personnel Commission shall then investigate and may make a recommendation to the Presbytery for resolution of the issue and possible termination of employment. The Presbytery may proceed in its judgment under G-2.0904 or may employ its Personnel Policy.

If the Stated Clerk is the accused and is a member of the Presbytery of Prospect Hill, the Moderator, in conjunction with the Personnel Commission, shall place the Clerk on administrative leave and appoint a Clerk *Pro Tem* to fulfill the responsibilities of the Clerk until the matter is resolved.

If the Stated Clerk is the accused and is *not* a member of the Presbytery of Prospect Hill, the charges will be filed with the Clerk's presbytery of membership, and the Moderator, in conjunction with the Personnel Commission, shall place the Clerk on administrative leave and appoint a Clerk *Pro Tem* to fulfill the responsibilities of the Clerk until the matter is resolved.

Reporting Sexual Misconduct to the Presbytery of Prospect Hill

Known or strongly suspected sexual misconduct by a minister member shall be reported to the Stated Clerk of the Presbytery of Prospect Hill and to other civil authorities where required. Sexual misconduct involving children shall be reported to civil authorities and to any applicable related church entity (e.g., the Session of a congregation) as well as to the Stated Clerk. Ministers are subject to inquiry and discipline under *The Book of Order: Rules of Discipline*. As required, a final report, including any charges filed and actions taken, shall be made by the Stated Clerk of the Presbytery. A copy of the report will be filed in the permanent personnel file of the accused. A written complaint to the Stated Clerk alleging sexual misconduct by a minister member of the Presbytery subjects that minister member to any applicable provisions of the Presbytery of Prospect Hill administrative leave policy and to any administration of applicable policies in consultation with the Commission on Ministry. A minister member may make a written confession of misconduct without a victim complaint being transmitted to the Stated Clerk. The Stated Clerk shall then proceed with the disciplinary process according to the provisions of *The Book of Order: Rules of Discipline*.

Pastoral Care of Accusers and Victims

Presbytery Liaison is the person, appropriately trained in the issues of sexual misconduct, who provides support, and emotional and physical presence to one of the following: the alleged victim(s) and family(ies), the accused, family members of the accused, or the congregation involved in a sexual misconduct case. In consultation with the Stated Clerk, the

Liaison may provide clarification of the investigative and judicial processes of the church to the persons with whom he or she provides support. The role of the Liaison does not include advocacy. He or she may not speak for the alleged victim or the accused. The Liaison may accompany the person to whom he or she provides support to meetings of presbytery entities when that person is testifying. In this circumstance, the Liaison's role is to provide physical presence.

PRESBYTERY STRATEGIES FOR PREVENTION OF SEXUAL MISCONDUCT

Education

The Presbytery of Prospect Hill maintains a commitment to offer, provide resources for, and publicize educational opportunities to prevent sexual misconduct in the church. Presbytery staff, ministers, ministerial candidates, and all persons and committees working with the issue (including local congregations) will be invited to read the resources and attend sexual misconduct prevention educational events. All minister members of the Presbytery are required to attend annual educational programming on the current Sexual Misconduct Policy offered by the Presbytery of Prospect Hill, and each time that policy is substantially amended.

Pre-Employment Screening

Pre-employment screening shall include specific inquiry into previous complaints of sexual misconduct. The Commission on Ministry shall review Part VI, Sexual Misconduct Information, of the Presbyterian Church (U.S.A.) Personal Information Form when interviewing persons seeking ministerial calls. The Administrative Executive is responsible for conducting reference checks through the Synod Executive, presbytery leaders directly knowledgeable about the individual, seminary liaisons, or other authorized persons with directly relevant knowledge to ascertain whether the applicant/candidate has any history of sexual misconduct. The Administrative Executive shall report to the Commission on Ministry and/or the Committee on Preparation for Ministry either that there was no reported sexual misconduct, or that the appropriate body should inquire into reported sexual misconduct. A written record of conversations and correspondence with references will be kept in the minister's/employee's permanent personnel file.

All persons within the Presbytery authorized to give references are obligated to provide truthful information regarding complaints, inquiries, and administrative or disciplinary action related to sexual misconduct by individuals employed by or who hold membership in the Presbytery. Applicants shall be given an opportunity to correct or respond to information regarding sexual misconduct obtained from reference checks.

GLOSSARY OF TERMS

Accused is the person or persons against whom a claim of sexual misconduct is being made.

Accuser is the person or persons claiming knowledge of sexual misconduct by a person covered by this policy. The accuser may also be the victim.

Victim is the person or persons claiming to have been the subject of sexual misconduct by a person covered under this policy. The victim may also be the accuser.

Mandated Reporter, as legally defined by the State of Iowa, is a person who is required to report any and all suspected incidents of child abuse, including child sexual abuse, that come to their attention. State law shall be consulted as to the current specific definition of this mandate to determine when persons having knowledge of such abuse become “mandated reporters” in a legal sense and the current specific list of professions whose members are to report child abuse.

ACKNOWLEDGEMENT FORM

Sexual Misconduct Policy The Presbytery of Prospect Hill

This Acknowledgement Form to the Sexual Misconduct Policy of the Presbytery of Prospect Hill is to be signed by all candidates, ministers, employees and volunteers of the presbytery.

By signing this Acknowledgement Form you acknowledge that you have received, have read, and understand the Sexual Misconduct Policy of the Presbytery of Prospect Hill and the Guidelines for Ministerial Conduct as stated in *Standards of Ethical Conduct* (Approved by the 210th General Assembly (1998) of the Presbyterian Church (U.S.A.)).

Signed: _____

Date: _____

This document will be placed in your permanent personnel file. Forms for presbytery volunteers will be kept by the Stated Clerk in a confidential file.

Employee/Volunteer Questionnaire

**Sexual Misconduct Policy
The Presbytery of Prospect Hill
(Confidential)**

Name _____ Social Security # _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number (home) _____ (cell) _____

Emergency Contact _____ Telephone _____

Date of Birth _____ Place of Birth _____

All other names by which you have been known _____

Most recent addresses other than current:

_____ From _____ to _____

_____ From _____ to _____

Is your name currently listed on a registry for sexual offenders? Yes No

If yes, where and since what date? _____

1. _____ I certify by the signature below that no civil, criminal, or church complaint is pending or has ever been sustained against me for sexual misconduct, and that I have never resigned or been terminated from a position for reasons related to sexual misconduct.

OR

_____ I am unable to make the above certification. I offer, instead, the following description of the complaint, termination, or outcome of the situation with explanatory comments.

(Please use the back of this form or additional sheets, if necessary)

2. _____ **I grant my permission for the Presbytery of Prospect Hill to contact primary and secondary references, and to secure criminal records and credit history as needed.**

Signed _____ Date _____

Syllabus for Annual Sexual Misconduct Workshop

The Presbytery of Prospect Hill will offer a workshop on sexual misconduct to all minister, employees, and volunteers new to the presbytery on an annual basis.

The content of the workshop will include at least the following, and may address specific relevant issues:

- The General Assembly's statements on ethical behavior for members, volunteers, employees, and ordained officers
- Why the Presbytery of Prospect Hill maintains a sexual misconduct policy
- What the policy does and does not say—how the policy should be interpreted
- Why each congregation needs to establish its own sexual misconduct policy and procedures
- Model congregational policies
- Why each congregation needs to maintain its own liability insurance for misconduct

APPENDIX V - Simplified Special Rules of Order and Standing Rules for Electronic Meetings Using Zoom or other Video Conferencing Technology

The following Special and Standing Rules are applicable to meetings of the Presbytery when holding meetings utilizing electronic meeting technology:

1. Unless the meeting is an otherwise in person meeting to which one or more participants are joined electronically, participants are required to join the meeting on individual devices (one person, one device).
2. Participants are encouraged to join the meeting on a desktop or laptop computer. The following are requirements for such computers:
 - a. High speed internet access.
 - b. Sound output device. While speakers are allowed, this will preferably be a headset, earbuds, or
 - c. Bluetooth device that delivers the sound directly to the participant's ear rather than into an open room.

- d. Microphone device.
 - e. Webcam (optional).
3. If joining by computer is not possible, a tablet or smart phone may be used, using the free “Zoom” app, available from the device’s app store. Regarding audio/visual devices, the same requirements and preferences exist as for computers.
 4. Only if joining by one or the other of the above options is impossible, participants may dial into the meeting using either a traditional or cellular phone.
 5. Upon entering the meeting, those on computers or smart phones/devices will click on the word “participants” at the bottom of their screens to see a list of participants and have access to the “raise hand” icon (at the bottom of the participant list), and then click on the word “chat” to see a participant chat. They will then click on the word “mute” on the main screen, and then raise their hands, to seek recognition. When called upon by a meeting host, they will unmute their microphones and click on the camera icon to turn on their webcams, if using. Once “checked-in” to the meeting, they will turn off their webcams and mute their microphones.
 6. Those entering the meeting via a traditional phone call will enter “*9” on their keypads, which activates the “raise hand” beside their phone number which is displayed in the participant list. When a host calls out their phone number, they will identify themselves by stating their full name.
 7. The raise hand feature will be used both for seeking recognition and voting. Please only raise your hand for those purposes. The hosts are responsible for lowering hands. Please do not lower your own hand. When multiple participants are seeking recognition, once the Moderator has called on someone, all other hands raised will be lowered. If you have an “interrupting motion” (a point of order, a request for preference in recognition, etc.), raise your hand again after it has been lowered by a host. If you are not immediately recognized, you may unmute your microphone and say “Mr/Madam Moderator.”
 8. If you have a motion to make other than a procedural motion, it should be entered in writing into the participant “chat,” after which you should seek recognition. When called upon, you should note that the motion is in the chat, and move it.
 9. A vote taken by means of raise hand is a “division,” not a “counted vote” – meaning that the chair will quickly scroll through the list of participants for a sense of how many have voted first in favor, and then against the motion, and rule which side has it. If the chair is uncertain, he or she may order a counted vote – or a member may move that a counted vote be taken (a motion for a counted vote must be seconded, is not debatable, and requires a majority vote).

APPENDIX VI - Social Media Policy

Social media has become a normal, integral part of society, and covers an ever-evolving collection of programs and devices like Twitter, Instagram, email, texting and Facebook. It might be tempting to dismiss these technologies as tangential to the Presbytery and to our congregations and churches. While they can be ignored, banned, or acknowledged, what we can't do is to expect that social media is not a normal part of life for most of our members, and for those outside social media "friends" of our Presbytery and congregational members. Social media is not a fad – it is a fundamental shift in the way we communicate.

Location or familiarity no longer defines the number or immediacy of those with whom we are in communication. Social media gives people a chance to share ideas and think aloud with multiple communities. People engaging in social media are potentially listening to, talking, and reflecting with many people at the same time, many of whom may come from different experiences, cultures, practices, and beliefs, on any number of topics. Being present with someone engaging in social media does not necessarily mean that you are the person getting their primary attention. And in some ways, in contrast with this shift in the way we communicate, are the principles of Presbyterian polity and governance.

A major affirmation of our faithfulness together is a trust in the power of discernment when people gather to speak and listen to each other and to the voice of the Holy Spirit. Our Presbytery, Presbytery office staff, churches, congregations, and committees are clearly defined in membership and Reformed theology. The guiding principle for using social media within this context is to be attentive and present to the community gathered immediately around us, the breadth of acceptable practice and position, and to the mysterious and wondrous movement of the Spirit of Christ in our ministries. Whatever our thumbs may be doing, our work calls us to respectfully engage our hearts with each other in every moment.

Policy of the Presbytery

1. Sharing positive messages, as in an invitation to an event or worship service, or a celebration, are encouraged!
2. Staff and members of Presbytery may not speak on behalf of the Presbytery, or list affiliation with the Presbytery in a public opinion statement, without prior permission from the Administrative Executive.
3. Staff and members of congregations may not speak on behalf of the congregation, or list affiliation with the congregation in a public opinion statement, without prior permission from the Session.
4. Staff and members of both Presbytery and individual congregations should be clear when they are authorized to speak on behalf of their respective institutions and when they are sharing personal opinions. In situations where there may be confusion between speaking in a personal and professional voice, a clear disclaimer is strongly encouraged.
5. Please remember that in many cases you are already publicly identified with your church or the Presbytery, and be mindful that even with a disclaimer you may be seen as representing that entity.

6. Staff and members shall pursue any necessary conflict resolution by bringing negative feedback directly to the Presbytery or church rather than drawing attention to it indirectly on social media.
7. The social media sites of the Presbytery are administered from the office of the Presbytery or with permission of the Presbytery.

Please also refer to the Presbytery of Prospect Hill Social Media Guidelines (below) for best practices and guidance on implementation of this policy.

APPENDIX VII - Social Media Guidelines

Please refer to the Presbytery of Prospect Hill's Social Media Policy for requirements in communication and social media. Below are best practices and guidance in the implementation of that policy. If there are questions, please contact the Office of the Presbytery or Administrative Executive.

Commonly Accepted Principles of Healthy Boundaries and Safe Church

1. Remember that anything you write can be copied and distributed, and mis-attributed as the opinion of an institution instead of just the individual.
2. All clergy, adults engaged in ministry with youth or committees, Session members, and Presbytery staff should consider the content and nature of any post. Your voice is often considered the voice of the church and Presbytery.
3. It is important to remember that you are holding out a public witness in your personal life, so please should be careful and prudent on your personal social networking communications. As appropriate, particularly when discussing ministry related issues, you should let it be known that private personal postings are your own opinions and not that of the congregation or Presbytery.
4. Help protect staff and members from fraud.
5. Make sure that church staff and volunteer leaders are using church computers appropriately.

Power Bases

1. Adults have more power than children and youth.
2. Clergy have more power than people with whom they have a pastoral relationship.
3. The mutuality of friendship cannot exist when there is a disparity of power.
4. Two unrelated adults must be able to maintain visual contact with each other any time they engage in ministry with children or youth.
5. Windows in doors allow transparency of interactions with children, youth and adults who may be vulnerable.

General Information about Digital Communications

1. All communication sent digitally (email, social networking sites, notes or posts, etc.) is NOT CONFIDENTIAL and may be shared or reposted to others.
2. Interactions in the virtual world need to be transparent, as a window in the door provides transparency in the physical world.
3. In the virtual world healthy boundaries and safe church practices must be adhered to as they are in the physical world.
4. In the virtual world, “friend” can mean anyone with whom you are willing to communicate through that medium, and friend-of-a-friend may also have access to your communication, regardless of the presence of a shared ideology.
5. Laws regarding mandated reporting of suspected abuse/neglect/exploitation of children, youth, elders and vulnerable adults apply in the virtual world as they do in the physical world.

Recommended Practices and Guidelines for Interactions with Children and Youth

Social Networking Sites-Relationships

1. Adults who minister to children and youth are strongly encouraged to set very stringent privacy settings on any social networking profile.
2. Individual personal profiles are to be used to interact with real friends, family and peers.
3. Adults should not submit “friend” requests to minors or youth. Youth may not be able to decline such requests due to the disparity of power between youth and adults.
4. Youth may ask to be “friends” and adults should discern the level of contact they want to maintain with youth prior to responding to these requests.
5. If an adult chooses to accept friend requests from minors or youth who are associated with their community of faith, other adult leaders must have full access to all aspects of that adult’s profile and correspondence.
6. Adults who want to connect via a social networking website with youth to whom they minister are strongly encouraged to set up a closed group account that youth may join.
7. Youth requesting to “friend” an adult can then be invited to join this group rather than be accepted as a friend on an adult’s personal profile account.
8. The purpose of these two separate accounts/profiles is to create a line of privacy and maintain healthy boundaries with youth and real family, friends and colleagues.
9. Any material on any site (whether affiliated with the church or not) that raises suspicion that a child has been or will be abused/neglected/exploited should be immediately reported to the clergy and/or Child Protective Services (CPS) in the state in which the child resides. If the material is on a church affiliated site, that material should be documented for church records and then removed from the site after consultation with CPS/police.

Groups on Social Networking Sites

1. Groups should have at least two unrelated adult administrators as well as at least two youth.
2. Closed groups, but not “hidden” groups, should be used for youth groups.
3. Invitations to youth to join the group should be made by youth administrators, unless a youth previously asked an adult administrator to invite him/her to join the group.

4. Behavioral covenants should be created to govern what content is appropriate and inappropriate for an online youth group.
5. Any material on any site (whether affiliated with the church or not) that raises suspicion that a child has been or will be abused/neglected/exploited should be immediately reported to the clergy and/or Child Protective Services. If the material is on a church affiliated site, that material should be documented for church records and then removed from the site after consultation with CPS/police.
6. Inappropriate material that does not raise suspicion that a child has been or will be abused/neglected/exploited should immediately be removed from the site.
7. Any content that details inappropriate behavior (outside of the bounds of the established behavioral covenant) during a church sponsored event or activity should be addressed by adult youth leaders and parents.
8. Social networking groups for youth should be open to parents of current members.
9. Parents should be informed that the content of youth pages or groups that are not sponsored by the church are NOT within the purview of adult youth leaders.
10. Adult leaders of youth groups and former youth members who, due to departure, removal from position, or are no longer eligible because they “aged-out” of a program should be immediately removed from digital communication with youth groups via social networking sites, list serves, etc.

Recommended Practices and Guidelines for Interactions with Adults

Social Networking Sites-Relationship

1. Clergy are strongly encouraged to set very stringent privacy settings on any social networking profile to shield both adult and youth members from viewing content that may be inappropriate.
2. Individual personal profiles of clergy should be used to interact with real friends, family and peers.
3. Clergy should consider whether to submit “friend” requests to congregants and others to whom they minister. The disparity of power may not give the other person the ability to decline such request.
4. Clergy who want to connect via a social networking website with congregants are strongly encouraged to set up a group account that all congregants may join. The purpose of having a personal profile and church group is to create a line of privacy and maintain healthy boundaries with congregants and real family, friends and colleagues.
5. Clergy should consider the impact of declining a “friend” request from congregants. These encounters may create a tension in “real world” relationships. Clergy can direct “friend” requests from congregants to the church’s group page.
6. Clergy who work directly with youth are encouraged to establish church sponsored digital communications groups to maintain contact with youth members.
7. When a pastor’s ministry at a church or other ministry setting ends, the pastor should consider removing congregants as “friends” or contacts in all forms of digital communications.

Recommendations for Digital Communications and Content

Behavioral Covenants

1. Covenants should acknowledge that materials posted on church sponsored sites (and/or group pages) are NOT CONFIDENTIAL.
2. Covenants should acknowledge that content deemed inappropriate will be removed from the site or group page.
3. Covenants for communities of faith should address the following issues:
 - a. Appropriate language
 - b. Eligibility of membership to join a social networking group. Things to consider include whether you have to be a member of a church or youth group and whether there are age requirements/restrictions for participation for youth groups.
 - c. Loss of eligibility of membership and removal from the social networking group. Consider how and when members will be removed from the group due to moving away, leaving the faith community, becoming too old for youth group, clergy leaving to minister to another church or exclusion from ministry positions for other reasons.
 - d. Who, how and when may photos be tagged (members identified by name; for example, individuals may tag themselves in photos but should not tag others)
 - e. Appropriate and inappropriate behavior of members (bullying, inappropriate content) and the consequence for inappropriate behavior.
 - f. Compliance with mandated reporting laws regarding suspected abuse.

Recommendations for Video Chats, Blogs or Video Blogs

1. Adults should refrain from initiating video chats with youth.
2. Participants in a video chat or blog should consider what will be shown in the video such as their surroundings, their clothing/state of dress, etc.
3. All transcripts of on-line text chats, video chats, blogs or video blogs should be saved when possible.

Recommendations for Publishing/Posting Content Online

1. Congregations must inform participants when they are being videoed because church buildings are not considered public space.
2. Any faith community that distributes video of its worship services or activities on the web or via other broadcast media MUST post signs that indicate the service will be broadcast.
3. All communities of faith should take care to secure signed media release forms from adults and guardians of minor children who will or may participate in activities that may be photographed or videoed for distribution outside a closed group.
4. Photos that are published on church sponsored public sites should not include name or contact information for minor children or youth.

Recommendations for Use of Email or Texting (Includes Twitter)

1. Email can be an appropriate and effective means of communicating basic factual information such as the time of an event, agenda for a meeting, text of a document, etc.
2. Email is not an appropriate communication method for matters that are pastorally or legally sensitive, emotionally charged or require extensive conversation.
3. If an email message is longer than a couple of sentences, then the matter might more properly be addressed via live conversation.
4. Humor and sarcasm can be easily misinterpreted in an email.
5. All email users should take a moment to consider the ramifications of their message before clicking on the “send” or “reply to all” button.

Best Practices to use Social Media Successfully

1. **Be responsive.** Set up notifications to be informed when someone posts to your page, and be prepared to respond quickly—within the hour if possible and certainly the same day—even during evenings or weekends. Get someone to cover for you if you expect to be unavailable. If you don’t know the answer, it is better to say “We will find out and get back to you” than to not answer at all.
2. **When controversial actions, events, or decisions are anticipated,** discuss with leadership what strategy and steps will be followed when someone posts or tweets about the issue in a critical way. Have church leadership decide who will respond to comments and when approval may be required.
3. **Dealing with negative comments.** While obvious spam posts can be deleted, comments should be allowed on blogs, Facebook pages, and other places. Do not automatically delete negative posts. Instead, respond kindly with accurate information. If the person wants to engage in a lengthy battle or appears to be promoting an agenda, just stop answering.
4. **Be responsible.** The fast pace and transparency of social media mean we will get things wrong sometimes. That is okay if you handle it gracefully, starting with acknowledging your error. If you make a mistake, admit it—be upfront and quick with your correction. What you write is ultimately your responsibility. Participation in social media on behalf of [CHURCH NAME] is not a right but a ministry, so please treat it seriously and with respect.
5. **Questions.** If the poster has specific questions about programs or policies, direct them to an email address for the person who can answer those questions, or to the private message function on your organization’s Facebook page. Also, notify the person whom you have identified as a point person for questions that this person will be contacting them and ask them to respond as quickly as they can to avoid any further public postings. Criticisms or questions are best answered in private, and every care should be taken to avoid a protracted comment battle.
6. **Page moderation.** On Facebook, in the administration portal, block users from posting comments with obscenities. You will find it under Settings and then Page Moderations.
7. **Display guidelines for comments on your page.** A good guideline for Facebook, YouTube and other social menu venues is to post something similar to this disclaimer in the bio or “about us” section: We welcome your thoughts in this space. We ask that you

be respectful in what you post and in your comments about other members of the community here. If you'd like to know more about us, visit our web site at [WEBSITE HERE].

8. **Use proper hashtags.** Never use a hashtag without first being sure you know the origins and proper use. Search online through www.hashtagify.me or other means to see if and how it's already being used on social media.
9. **Post context for links.** If you want to share a news story on Twitter, Facebook, etc., add a sentence or two that tells what the story is about, so potential readers will know what they're going to visit when they click on the link. Avoid lengthy posts. For example, a good length for a Facebook post is two to three sentences.
10. **Avoid acronyms.** They are difficult for readers to figure out.
11. **Do not use first-person-singular language on a page you manage.** Use "we" to refer to a group of people or the church by name, but do not use "I." There is no entity represented by a single person.
12. **Update your status regularly and strategically.** Social media channels should be updated frequently. You can use a free timing tool like hootsuite.com to schedule posts in advance to various social media channels for days you won't be working. If you use a scheduling tool, be aware of events in the larger world. If a major national news event has just occurred, posting about something completely unrelated is usually seen as a blunder.
13. **Use analytics to plan.** Based on your social media goals, track and measure people reached and/or impressions and engagement rate. These numbers will help gauge success and improve what types of content to post in the future.

Best Practices for Using Social Media to Promote Events

1. Do not create separate social media pages or accounts just for the event itself.
2. Pre-event planning:
 - a. Meet with the social media manager and/or church leadership six months prior to the event and again one month before the event starts to discuss goals and messaging.
 - b. Develop a web page early with information about the event. This is the place to refer people from Twitter, Facebook, etc.
 - c. Choose a hashtag for the event that is short and unique and use it on all posts in all social media. Hashtags make social media searchable. Search online through hashtagify.me to be sure your hashtag is not being used by anyone else. Adding a year to your hashtag is one way to help make it specific. Avoid generic hashtags (#presbyterian, #church) in favor of tags like #BigTent14, #GA221, #PYT13, etc.
 - d. Be responsive. As the event gets closer, be ready with answers to questions that people are likely to ask about the event.
 - e. Plan social media posts around early-bird dates, registration deadlines, and start dates and times.
 - f. Tag other churches or organizations that are involved with your event (when possible), so they can share your content and help you spread the word.

3. During the event:
 - a. Don't "overpost" on Facebook. Group photos in albums, so you don't flood the Facebook feed for people who may not be interested.
 - b. Post as soon as possible after a session ends. Very current content keeps followers engaged. Be sure to proofread carefully.
 - c. Use the names of people in photos as much as you can. Taking a photo of the badge of a person at a conference separate from their portrait is a good trick that helps you keep track of those involved. You may need their name later.
 - d. Tag photos of your Facebook friends to help spread the photos through social networks.
 - e. Live-tweet events, but not excessively. Pick up a few key points from each session and hashtag them with the event hashtag.
4. After the event:
 - a. Continue to post a few items for a short time to wrap up any loose ends.

Best Practices for Personal Social Media Usage

As staff of a church or the Presbytery, you are likely viewed by friends, family, and other followers as a representative of that institution.

1. Be transparent and honest about your identity, and you may want to say something like, "The views I express are not necessarily those of the [CHURCH NAME]."
2. Be accurate. Before posting, take a moment to Google a news story to be sure you have facts correct. Rely on mainstream, reputable news sources.
3. Be respectful. Long, drawn-out arguments on social media consume energy and cause emotions to flame. It is easy to become angry and post insults. This damages your reputation and the reputation of the [CHURCH NAME] and is best avoided.
4. Maintain confidentiality. Do not post confidential or inside information about the community members of [CHURCH NAME] or staff. In general, don't post anything about your work that you would not present at a conference.
5. Posting events, photos, videos. You may post about official [CHURCH NAME] events on your personal page, but the best practice for page administrators is to post on the organization's page first. You may share to your own personal page or create an entirely new post, but you should tag your organization's page when doing so. This will encourage more people to like and interact with your page.
6. Be aware of liability. You can be held legally liable for what you post on your personal site and on the sites of others. Individual bloggers have been held liable for commentary deemed to be copyrighted, defamatory, libelous, or obscene (as defined by the courts).
7. Protect your identity. Don't provide personal information (home address, telephone number, or email address). It is a good practice to create a separate, non-work email address that is used only with your social media site.

**NOMINATIONS FOR PRESBYTERY OF PROSPECT HILL
May 15, 2021**

Congregational Vitality Committee

Class of 2022

1. Michael Gewecke (TE) Spirit Lake, First, 1st term

Class of 2023

1. Erin Blair (RE) Lake City, Lake City Union, 1st term

**The Personnel Commission
Reporting to the Presbytery of Prospect Hill
October 2021**

I am Ken Rummer, and I serve as Moderator for the shared Personnel Commission of our three presbyteries. The Personnel Commission has nine members, three elected by each presbytery.



Representatives from Prospect Hill Presbytery: Jeff Stanley, Jennifer Olson, and Rebecca Brown.

My picture for the work of the Commission is to serve as shepherds of the shared staff. The three presbyteries have agreed to share a staff and an office and a budget to support that staff and that office, and the three presbyteries have empowered the Personnel Commission to take care of all that shared stuff.

The Commission continues to meet monthly. Here are nine actions that may be of interest.

1. The Commission formalized the hiring of Jeannie Stolee as the Office Manager in the shared staff team. Jeannie has been serving as the Transitional Office Administrator and will take on the new title in the continuing position starting July 1. The Personnel Commission conducted an open search process for the position.
2. The Commission extended the contract for accounting services related to the shared budget. Karen Kaiser has been doing this work over the last six months, and has agreed to continue through the end of the year.
3. The Commission approved Personnel Policies to guide its work with the shared staff.
4. The Commission approved Financial Policies to guide its work with the shared budget.
5. The Commission extended the contracting of communications (websites, newsletters, social media) through the end of the year. The original shared staffing plan envisioned hiring a person to work with communications and program support. The six-month transitional plan delayed filling that position and instead contracted for website, newsletters, email blasts, and social media with a tech company. The executive team reports that this is working well, and that new websites for the presbyteries will soon be ready to go live. The Commission voted to continue the arrangement, with another evaluation near the end of the year.

6. The Commission conducted six-month reviews for the shared staff at the Commission's July and August meetings. Reviews were positive and satisfactory for all four positions: Administrative Executive/Stated Clerk, Mission Executive, Pastor to the Presbyteries, and Office Manager.

7. The Commission received the funds remaining in the Search and Start account, approximately \$38,000, from the Synod of Lakes and Prairies. These funds will be used at the direction of the Personnel Commission for additional start-up expenses, and for needs falling outside the seven-year budget plan.

8. The Commission, acting on the recommendation of the executive team, voted to cancel the September in-person gathering of the three presbyteries due to the worsening COVID situation.

9. The Commission approved a Shared Budget for 2022 that fits within the 7-year budget plan previously approved by the three presbyteries as part of the shared staff agreement.

CT Spring Meeting - PWPPH - Presbyterian Women in the Presbytery of Prospect Hill

On Monday, April 19, 2021 the Coordinating Team of the Presbyterian Women in the Presbytery of Prospect Hill met at Lakeside Presbyterian Church, Storm Lake, IA.

- Moderator, Audrey Scholten opened with prayer and provided devotions from *The Upper Room*, Psalm 25, verse 4, "*U-Turns Allowed*", Following God's guidance can turn my life around.
- The Treasurer and Secretary reports were approved.
- Ideas and planning for the Fall Gathering were discussed and how the ongoing COVID-19 pandemic might affect the Fall Gathering. With the uncertainty, what do we do? We don't know about tomorrow. Do we give it until a certain date to make a decision and see what the COVID numbers are? Do we move the gathering to October?
- Audrey Fenton's 3-year term as Synod Board Historian is coming to an end but she will continue on the Synod Gathering Committee.
- Synod School 2021 will be hybrid. Those who feel comfortable in person will come to campus and others can participate in online classes, worship and fellowship.
- Brenda Wilson agreed to become the PWPPH Historian/Horizons Representative and continue as Mission Interpretation, Peace & Justice Representative with the thought of moving into another position.
- Gladys Schmidt and Rosie Herman, Cluster leaders, will prepare a newsletter to be sent to all PW Moderator's and Prospect Hill's Coordinating Team regarding the meeting and points of conversation for a gathering. The newsletter will be shared with the women in the church, church newsletters and bulletins. The important thing is to keep in touch and let PW's know we are alive and we care about Presbyterian Women.
- The pandemic has forced PW's to find other ways to do God's work and it is time for change. One of PW's main goals is mission. We discussed the possibility of combining PW missions with local church Mission Commission Committees.
- The 2022 Synod Gathering will be Thursday, June 16 - Sunday, June 19, 2022 at the Hilton Garden Inn Sioux city. Theme is PW, BETTER TOGETHER. Prospect Hill CT's responsibilities for the gathering are: obtain a Christian Book Store, obtain another vendor to sell worldwide/fair trade products and oversee sewing of book bags.

Audrey Scholten closed the meeting with prayer.

Respectfully submitted,
Audrey Scholten, Moderator
Mary Bomgaars, Secretary

CT Fall Meeting - PWPPH - Presbyterian Women in the Presbytery of Prospect Hill

On Tuesday, August 31, 2021 the Presbyterian Women's Coordinating Team of Prospect Hill met at Lakeside Presbyterian Church, Storm Lake, IA.

- Audrey Scholten, Moderator, lit the Christ candle and opened with prayer.
- Gladys Schmidt provided devotions with selected verses from Psalm 25 and the hymn, "Trust and Obey".
- The April 19, 2021 secretary and treasurer reports were approved.
- A discussion followed on "What are we going to do about the Fall Gathering"? The pandemic forced the cancellation of last year's Fall Gathering.
- Audrey Fenton shared the way Homestead Presbyterian Women's CT Board in Nebraska held their meetings. They traveled around the Presbytery and visited as many PW's as they could with teas, lunches, etc.
- It was agreed to have two small cluster meetings on Monday, September 27 which is the regular PW Fall Gathering day. The meetings will be informal held in their church fellowship hall sitting around tables sharing joys, concerns and answering questions. Churches who no longer have active PW's will be included.
- The first meeting will be held at First Presbyterian Church, Cleghorn at 9:30 a.m. The second meeting will be at 2:00 p.m. at Westminster Presbyterian Church in Ida Grove.
- Cluster leaders Gladys Schmidt and Rosie Herman will send a newsletter pointing out that changes are taking place in the way we connect with our PW's and to encourage their women to attend the small Cluster group meetings.
- Discussed the PW responsibilities for the 2022 Synod Gathering to be held June 16-19, 2022 at the Hilton Garden Inn in Sioux City
- The meeting was closed with prayer.

Respectfully submitted,
Audrey Scholten, Moderator
Mary Bomgaars, Secretary

COM REPORT

PRESBYTERY OF PROSPECT HILL PRESBYTERY MEETING

October 23, 2021- Zoom Meeting

Since the last meeting of Prospect Hill Presbytery, the Commission on Ministry has taken the following actions:

- Approved Elder Communion Training, led by Rev's Francis, McMullen, Lister-Stroop, and various local pastors for elders from: Battle Creek, First (8); George, Ebenezer; (2) George, Zoar (2); S. City, Westminster (2).
- COM members did 6 Liaison Visits with congregations.
- COM approved the Revised Covenant of Ministry between Wall Lake, Trinity and CRE Lue Baker, through August, 2022 with a revised total compensation of: \$12,985 Effective Salary; \$180 Continuing Ed; \$90 Books; \$2400 Mileage, all vouchered, and with an added Dissolution Clause.
- COM approved the Dissolution of the Pastoral Relationship between Rev. John Pea and George, Ebenezer and George, Zoar, effective May 30, 2021; Rev. Kevin Freese and Battle Creek, First, effective July 31; Rev. Erica MacCreaigh and Sioux City, Westminster, effective September 26, 2021.
- COM approved Rev. Bob Cook to serve as Moderator of Session for Carnavon, Emmanuel, effective December 6, 2020.
- COM approved the Terms of Call between Rev. Mark Bedford and Sioux City, First, terms as follows: Effective Salary of \$68,000; Professional of \$3,000 (vouchered); Continuing Ed of \$1,500 (vouchered); 4 weeks Annual; 2 weeks Study; 10 days Personal. Rev. Bedford was installed on August 22, 2021.
- COM approved the terms of Employment* for Rev. Beth Hamilton and South Sioux City, First, terms as follows: Salary of \$40,000; \$100 Mileage (vouchered); \$500 Continuing Ed (vouchered); 4 weeks Annual; 1 Week Continuing Ed; 10 Days Personal; beginning of Employment - September 13, 2021.
- COM approved the Terms of Agreement for Transitional Pastoral Leadership between Rev. Ken Meissner and Lawton, Community and Bronson, Elliott Creek, terms as follows: \$30,000 Effective Salary; Professional Expenses to be vouchered; 4 Weeks Annual; Beginning Date of April 1, 2021.
- COM interviewed and approved the calling of Lori Shannon as the new UMC pastor for Manilla, United, and approved RE Sandy Brus as Moderator of Manilla, United Session.
- COM interviewed and approved the hiring of Rev. Judith Wascher as Transitional Minister for Hawarden Associated Ministry, effective July 2021.
- COM reports the following congregations continue in search processes: Paullina, First; Lawton, Community and Bronson, Elliott Creek; Storm Lake, Lakeside; Odeboldt, First; Cherokee, Memorial; and the following congregations continue in transitional ministries or with CRE leadership: Auburn, United; Breda, Wheatland; Carnarvon, Emmanuel;

Cleghorn, First; George, Ebenezer; George, Zoar; Ida Grove, Westminster; Lake Park, First; Paullina, First; S. City, Westlawn; Wall Lake, Trinity.

All the congregations in transitions and searches continue to have Moderators approved by COM: Ebenezer and Zoar - Dave Ullom; Paullina - Clint Lovall; Lake Park - Dave Ullom; Lawton - Ken Meissner; Bronson - Ken Meissner; Cleghorn - Dave Koehler; Plymouth - Dave Koehler; Westlawn - Dave Koehler; Cherokee - Jan Christensen; Battle Creek - Dave Koehler; Storm Lake - Ken Fells; Auburn - Anna Small; Wheatland - Richard Francis; Carnarvon - Bob Cook; Manning - Richard Francis; Odebolt - Randy Russom.

- COM continues to work with the congregation of Plymouth, First as they move toward a Gracious Ending, and now with Sanborn, First, as they contemplate future.
- The COM continues to hold each of our member congregations and member Pastors and CREs in prayer as we continue to minister through the ongoing pandemic and transitional situations of many congregations and communities, and we ask you to join us in these prayers.

We plan to hold liaison visits with each of the remaining congregations by the end of the year, made easier with the Zoom possibilities, and to continue to build strong relations with our congregations and walk with them as we, together, minister to the people of God in our Presbyterian perspective. It is with great sadness that we said goodbye to rev. John Pea and Rev. Erica MacCreaigh as they transitioned into new calls and left the Presbytery, and we offer blessings for Rev. Kevin Freese as he is now HR. We have no action items at this time. Thank you.

Submitted,

Rev. David Koehler, Moderator COM

Committee on Preparation for Ministry Report
October 23, 2021

Moderators: Rev. Dr. Cambria Kaltwasser
Rev. Dr. David Ullom

Certified Ready: Duane Mullen

Members: Elder Gwen Deflefsen
Rev. Jennifer Olson
Elder Karen Roed

Candidates:

Inquirers:

CRE:

The Committee on Preparation for Ministry met by Zoom on September 19, 2021, with 5 members and 1 ex-officio member in attendance. Tim Cargal from Mid-Council ministries was our guest presenter. He shared with us best practices for operations as a Committee on Preparation for Ministry as well as insight into the role of CRE preparation.

Upcoming Meeting:

- March 14, 2022

Action Items for Presbytery

∅ None

Other

On June 6, Candidate **Duane Mullen** was certified ready to receive a call. He is currently updating his PIF for circulation.

Kendall Von Glan was removed from the CRE application process and was encouraged to continue discerning God's call for his ministry.

On September 19, the committee voted and approved **Rev. Jennifer Olson** to take the role of Moderator of the CPM beginning in January 2022.

∅ Please continue to be sensitive to others God may be calling into this form of ministry. If you know of someone who is sensing God leading them into vocational ministry, please contact the moderator of CPM.

Missional Witness Committee
Report to the Presbytery of Prospect Hill
October 23, 2021

The Missional Witness Committee has been meeting virtually since April of 2021. We have developed a job description which has been approved by the Presbytery Council.

In line with our job description, we are working on the following:

1. Identifying and celebrating the work of each congregation in their ministry beyond their own membership.

We have emailed all the churches in the presbytery asking them about their mission beyond their local congregation. We have heard back from five congregations and plan to contact the rest of the churches by phone.

2. Helping connect congregations of the Presbytery with each other for joint witness opportunities.
3. Helping connect each congregation to the witness of the Church through the Presbytery, Synod, and General Assembly; and
4. Challenging the Presbytery in its corporate witness to the love and justice of Jesus Christ.

Mission Executive Amgad Beblawi has planned two mission trips, one to the Arizona/Mexico border and one to Israel/Palestine.

In support of these trips, the Missional Witness Committee is offering financial assistance based on need to anyone in the Presbytery.

Rev. Richard Francis, Moderator
Ruling Elder Eric Olson
Ruling Elder Sherry Koehler
Ruling Elder Amgad Beblawi, Mission Executive

**PRESBYTERY OF PROSPECT HILL
REVIEWED FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2020**

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Presbytery Council of
Presbytery of Prospect Hill
Milford, Iowa

We have reviewed the accompanying financial statements of Presbytery of Prospect Hill (a nonprofit organization), which comprise the statement of assets, liabilities, and net assets – modified cash basis as of December 31, 2020, the related statement of revenues, expenses and other changes in net assets-modified cash basis for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with the modified cash basis of accounting. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with the modified cash basis of accounting.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our conclusion is not modified with respect to this matter.

Williams & Company, P.C.
Certified Public Accountants

Spencer, Iowa
May 12, 2021

**PRESBYTERY OF PROSPECT HILL
STATEMENT OF ASSETS, LIABILITIES AND NET ASSETS - MODIFIED CASH BASIS
DECEMBER 31, 2020**

	2020
ASSETS	
Cash and Cash Equivalents	\$ 105,100
Cash and Cash Equivalents- Reserve for Lakeshore Center	12,500
Cash and Cash Equivalents- Reserve for John Coates	1,110
Cash and Cash Equivalents- Reserve for Church Revitalization	20,247
Cash and Cash Equivalents- Reserve for Youth Triennium Trip	1,700
Cash and Cash Equivalents- Reserve for General Assembly Meeting	500
Certificates of Deposit	75,000
Investments	634,007
Total Assets	850,164
 NET ASSETS	
Without Donor Restrictions:	
Undesignated	724,945
Total Without Donor Restrictions	724,945
 With Donor Restrictions:	
Purpose Restrictions - Congregational Development	79,986
Purpose Restrictions - Scholarships	25,586
Purpose Restrictions - Peacemaking	5,053
Purpose Restrictions - Synod Medical Insurance Grant	7,701
Purpose Restrictions - PDA Derecho Grant	5,781
Purpose Restrictions - Chambang Medical Fund	500
Purpose Restrictions - Mental Health Offerings	612
Total With Donor Restrictions	125,219
Total Net Assets	\$ 850,164

**PRESBYTERY OF PROSPECT HILL
STATEMENT OF REVENUES, EXPENSES AND OTHER CHANGES IN NET ASSETS -
MODIFIED CASH BASIS
FOR THE YEAR ENDED DECEMBER 31, 2020**

	2020
NET ASSETS WITHOUT DONOR RESTRICTIONS	
Revenue and Other Support:	
Contributions/Offerings	\$ 133,627
Synod Ministry Support	10,000
Net Investment Return	70,210
PPP Loan Forgiveness	11,500
Interest Income	1,000
Total Revenue and Other Support	226,337
Expenses and Other Losses:	
Program Services:	
Mission and Ministry	70,853
Salaries	39,867
Employee Benefits	10,818
Meetings, Mileage, Committee Expense	2,739
Travel	3,888
Total Program Services	128,165
Supporting Services:	
Salaries	51,400
Employee Benefits	7,046
Payroll Taxes	1,538
Office Expenses	1,519
Telephone & Internet	1,389
Postage	368
Rent	3,600
Software and Website Costs	7,047
Insurance	3,134
Professional Fees	5,000
Travel	208
Total Supporting Services	82,249
Total Expenses and Other Losses	210,414
Increase in Net Assets Without Donor Restrictions	15,923
NET ASSETS WITH DONOR RESTRICTIONS	
Contributions for Peacemaking	440
Contributions for Mental Health Fund	612
Contributions for PDA Derecho Grant	5,781
Contributions for Chambang Medical Fund	500
Contributions for Scholarships	149
Increase in Net Assets With Donor Restrictions	7,482
 INCREASE IN TOTAL NET ASSETS	 23,405
NET ASSETS AT BEGINNING OF YEAR	826,759
NET ASSETS AT END OF YEAR	\$ 850,164

See Accompanying Notes and Accountants' Report

**PRESBYTERY OF PROSPECT HILL
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Note 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business Operations – Presbytery of Prospect Hill (the Presbytery) operates as a public non-profit charitable Presbytery. The Presbytery is a part of the Universal Church of Jesus Christ, with its roots in the Reformed Tradition, and is a Presbytery of the Presbyterian Church (U.S.A.). It serves member churches within its boundaries, subject to the more inclusive governing bodies of the Church (the Synod and the General Assembly) and is regulated by the constitution of the Presbyterian Church (U.S.A.). Its mission is guided by the scriptures, the Book of Confessions and the Book of Order. The Presbytery is supported primarily through the contributions of its member churches. These donations come from per capita apportionments and mission dollars.

Basis of Accounting – The accompanying financial statements have been prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Modifications to the cash basis of accounting include recording investments at fair value and related investment return (loss). Under the modified cash basis of accounting, certain revenues and related assets are recognized when received rather than when earned, and certain expenses are recognized when paid rather than when the obligation is incurred. Consequently, the Presbytery has not recognized receivables from member congregations, accounts payable to vendors, or their related effects on the change in net assets in the accompanying financial statements.

Income Taxes – The Presbytery is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is recognized as a church therefore not required to file income tax returns and are no longer subject to federal or state examination by tax authorities for years before 2017 due to the statute of limitations.

Investments – The Presbytery carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Assets, Liabilities, and Net Assets – Modified Cash Basis. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Revenues, Expenses and Other Changes in Net Assets – Modified Cash Basis.

Contributions – The Presbytery accounts for contributions in accordance with the recommendations of the Financial Accounting Standards Board ASC 958-605-05, Accounting for Contributions Received and Contributions Made. In accordance with ASC 958-605-05, contributions received are recorded as without donor restrictions or with donor restrictions depending on the existence or nature of any donor restrictions.

All donor-restricted contributions are reported as increases in time or purpose restricted net assets depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends, or purpose restriction is accomplished), donor-restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of revenues, expenses and other changes in net assets – modified cash basis as net assets expended in accordance with donor restrictions.

Financial Statement Presentation – The Presbytery reports information regarding its financial position and activities according to two classes of net assets that are based upon the existence or absence of restrictions on use that are placed by its donors: net assets without donor restrictions and net assets with donor restrictions.

Net assets without donor restrictions may be undesignated.

Undesignated – Undesignated net assets consist of net assets available for future operations.

**PRESBYTERY OF PROSPECT HILL
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Note 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Net assets with donor restrictions may be time or purpose restricted or perpetual in nature.

Time or Purpose Restricted – Net assets resulting from contributions whose use by the Presbytery is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Presbytery pursuant to those stipulations.

Perpetual in Nature – Net assets resulting from contributions whose use by the Presbytery is limited by donor-imposed stipulations that neither expire by passage of time nor can be fulfilled or removed by actions of the Presbytery. Presbytery of Prospect Hill has no perpetual in nature net assets with donor restrictions.

Expense Allocation – The costs of providing various programs and other activities have been presented in the Statement of Revenue, Expenses and Other Changes in Net Assets – Modified Cash Basis. Certain costs have been allocated among the programs and supporting services benefited. The expenses that are allocated include salaries, employee benefits and payroll taxes which are allocated on the basis of time and effort.

Fair Value Measurements – Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurements and Disclosures*, provides a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value, if fair value focuses on the price that would be received to sell the asset or paid to transfer the liability regardless of whether an observable liquid market price existed (an exit price). An exit price valuation would include margins for risk even if they are not readily observable. As the Presbytery is released from risk, the margins for risk will also be released through net realized capital gains (losses) in net income. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under FASB ASC 820 are described below:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Presbytery has the ability to access.

Level 2 – Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

**PRESBYTERY OF PROSPECT HILL
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Note 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement. Level 3 assets and liabilities measured at fair value are based on one or more of three valuation techniques:

- Market approach – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities.
- Cost approach – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost).
- Income approach – Techniques that convert future amounts to a single present amount based on market expectations (including present value techniques, option-pricing models, and lattice models).

The asset’s or liability’s fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in methodologies used at December 31, 2020.

Mutual funds: Valued at the net asset value (NAV) of shares held by the Presbytery at year end.

Note 2 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	2020
Cash and Cash Equivalents	\$ 141,157
Certificates of Deposit	75,000
Investments	634,007
Less: Restricted Net Assets	(125,219)
	\$ 724,945

Note 3 – INVESTMENTS

Investments are stated at fair value using quoted prices for identical or similar assets or liabilities in active markets (Level 2). The net realized and unrealized gains (losses) in fair value of investments are reflected in the statement of revenues, expenses and other changes in net assets- modified cash basis. The following schedule summarizes the components of investment return:

	2020
Net Investment Return is Summarized as Follows:	
Interest & Dividend Income	\$ 36,359
Unrealized Gains	33,851
Total Net Investment Return	\$ 70,210

**PRESBYTERY OF PROSPECT HILL
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Note 4 – FAIR VALUE MEASUREMENT

The following table sets forth by level, within the fair value hierarchy, the Presbytery's investments, at fair value as of December 31, 2020.

Assets at Fair Value as of December 31, 2020			
	Level 1	Level 2	Level 3
Equity	\$ -	\$ 340,218	\$ -
Fixed Income	-	287,449	-
Liquidity Funds	-	6,340	-
Total Assets at Fair Value	\$ -	\$ 634,007	\$ -

Note 5 – FINANCIAL INSTRUMENTS

Financial instruments which potentially subject the Presbytery to concentration of credit risk consist primarily of temporary cash investments. The Presbytery maintains its cash deposits in one commercial bank and its investments with one brokerage firm. At December 31, 2020, temporary cash investments were not in excess of federally insured limits at financial institutions. The Presbytery had no other significant concentrations of credit risk other than those referred to above.

Note 6 – RELATED PARTIES

The Presbytery jointly oversees the operations of Lakeshore Center, a ministry of the PCUSA (the Center) with the Presbytery of North Central Iowa. Both Presbytery's appoint more than 50% of the Center's Board of Directors, but the title with all assets rest with the Center. The Presbytery also supports the Center's operation with yearly donations. During the year ended December 31, 2020, the Presbytery donated \$20,105 to the Center for operations.

Note 7 – CONCENTRATIONS

During the current year, 81% of the Presbytery's revenue was per capita apportionments and mission dollars from its member congregations. Support from member congregations totaled \$132,452 for the year ended December 31, 2020.

Note 8 – RETIREMENT BENEFITS

The Presbytery participates in a retirement plan sponsored by the Presbyterian Church (U.S.A.). All full-time employees are covered by this plan. The Presbytery contributes 11% of each participant's salary to the plan. Retirement plan contributions were \$5,296 for the year ended December 31, 2020.

Note 9 – PPP LOAN FORGIVENESS

On April 22, 2020, the Presbytery obtained a note payable from United Community Bank for \$11,500. The note was obtained through the Paycheck Protection Program secured by the Small Business Association as authorized by the CARES Act. The note had an interest rate of 1% and was due on April 22, 2022. On November 6, 2020 the loan was forgiven and is reported as PPP Loan Forgiveness on the Statement of Revenues, Expenses and Other Changes in Net Assets – Modified Cash Basis.

**PRESBYTERY OF PROSPECT HILL
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2020**

Note 10 – **SUBSEQUENT EVENTS**

The Presbytery has evaluated subsequent events through May 12, 2021, the date which the financial statements were available to be issued.

Presbytery of Prospect Hill

Financial Dashboard - Sep 30, 2021

Statement of Financial Position	Sep 30, 2021	Last quarter Jun 30, 2021	Last year Sep 30, 2020
Checking account	68,273	82,871	191,641
Certificates of deposit	75,000	75,000	75,000
Investments - unrestricted	524,187	525,017	401,313
Investments - restricted	167,683	168,004	152,512
Net assets	835,143	850,892	820,466

Checking account	
Undesignated portion	32,216
Reserved for small church revitalization	20,247
Reserved for Lakeshore Center	12,500
Reserved for Coates pastoral assistance	1,110
Reserved for 2022 Youth Triennium event	1,700
Reserved for 2022 General Assembly	500
	<u>68,273</u>

Statement of Activities	Jan-Sep 2021		Jan-Dec 2021	Jan-Dec 2020
	Actual		Budget	Actual
Support				
Presbytery per capita	66,075	49%	134,456	102,532
Presbytery shared mission	19,735	63%	31,173	29,920
Synod of the Lakes & Prairies	7,500	75%	10,000	10,000
Investment income	42,508	4723%	900	71,210
PPP loan forgiven	-	n/a	-	11,500
Other support	1,000	77%	1,300	1,696
Total support	<u>136,818</u>	<u>77%</u>	<u>177,829</u>	<u>226,858</u>
Expenses				
Presbytery operations	14,401	86%	16,716	24,796
Mission & ministry	58,624	124%	47,388	70,854
Personnel: General presbyter	-	n/a	-	44,233
Personnel: Stated clerk	-	n/a	-	10,340
Personnel: Admin assistant	-	n/a	-	29,191
Personnel: Accountant	4,500	75%	6,000	6,000
Shared staff and office	83,250	75%	111,000	25,000
Total expenses	<u>160,775</u>	<u>89%</u>	<u>181,104</u>	<u>210,414</u>
Pass-thru amounts due GA & Synod	15,410		-	-
Donor restricted activity	(6,474)		(5,000)	6,961
Increase (decrease) in net assets	(15,021)		(8,275)	23,405
Net assets at beginning of period	850,164			826,759
Net assets at end of period	835,143			850,164

Investments	Unrestricted	Restricted
Balance Jan 1st	473,261	160,746
Purchase from checking	16,000	-
Earnings & market gains	34,926	6,937
Balances Sep 30th	<u>524,187</u>	<u>167,683</u>

Net assets	
Donor restricted:	
Peacemaking offering	5,069
Synod medical insurance grant	6,701
Congregational development	79,986
CPM scholarships	25,701
Mental health fund	612
The Academy scholarships	676
Total donor restricted	<u>118,745</u>
Undesignated funds	<u>716,398</u>
Net assets	<u>835,143</u>

Anticipated support compared to remaining budget			
Support	budgeted	received	still due
Per capita	134,456	66,075	68,381
Mission	31,173	19,735	11,438
Synod	10,000	7,500	2,500
			<u>82,319</u>
Expenses	budgeted	spent	
Total (*)	181,104	124,542	<u>56,562</u>
Support still due > expenses to be paid			25,757

(*) Excluding unbudgeted coronavirus grants



**Presbytery of Prospect Hill
Statement of Financial Position
As of September 30, 2021**

ASSETS

Checking account	32,215.99	
Checking account reserved for small church revitalization	20,246.88	
Checking account reserved for Lakeshore Center	12,499.94	
Checking account reserved for Coates pastoral assistance	1,110.15	
Checking account reserved for Youth Triennium in 2022	1,700.00	
Checking account reserved for General Assembly in 2022	500.00	
	<hr/>	
Total checking account		68,272.96
Certificates of deposit - Presbyterian Investment & Loan		75,000.00
Investments - New Covenant Funds unrestricted	524,187.05	
Investments - New Covenant Funds restricted	167,683.03	691,870.08
		<hr/>
TOTAL ASSETS		835,143.04
		<hr/> <hr/>

NET ASSETS

Without donor restrictions

Undesignated funds		716,397.90
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With donor restrictions

Restricted for Peacemaking offering	5,069.17	
Restricted for Synod medical insurance grant	6,701.33	
Restricted for Congregational development	79,985.94	
Restricted for CPM scholarships	25,700.82	
Restricted for Mental health fund	612.33	
Restricted for The Academy scholarships	675.55	
	<hr/>	
Total with donor restrictions		118,745.14

TOTAL NET ASSETS

835,143.04



**Presbytery of Prospect Hill
Statement of Activities
Actual/Budget/Comparative
January - September 2021**

	Jan - Sep 2021 ACTUAL	% of budget	Jan - Dec 2021 BUDGET	Jan - Sep 2020 ACTUAL
Net Assets Without Donor Restrictions				
Presbytery support				
Presbytery per capita	66,075.03	49%	134,456.00	69,591.04
Presbytery shared mission	19,734.80	63%	31,173.00	21,636.79
Synod of the Lakes and Prairies	7,500.06	75%	10,000.00	7,500.06
Total Presbytery support	93,309.89	53%	175,629.00	98,727.89
Other support				
Donations	1,000.00	77%	1,300.00	1,175.00
Mission trips, workshops, events, other	-	n/a	-	21.05
Interest income	644.83	72%	900.00	701.24
Investment gains (losses) - New Covenant Funds	41,862.99	n/a	-	26,027.85
Transfers - New Covenant Funds	-	n/a	-	-
PPP loan forgiveness	-	n/a	-	-
Total support - other	43,507.82	1978%	2,200.00	27,925.14
Total Support	136,817.71	77%	177,829.00	126,653.03
Expenses				
Presbytery operations				
PPH monument maintenance	16.04	100%	16.00	16.04
GA biennial meeting - next meeting 2022	-	n/a	-	919.79
Presbytery meetings	-	0%	500.00	-
Moderator expense	-	0%	500.00	-
Moderator team admin	-	0%	500.00	-
COM admin	5,295.75	353%	1,500.00	870.34
CPM admin	985.00	197%	500.00	-
Budget & finance admin	56.00	11%	500.00	-
COR admin	-	0%	200.00	-
Nominating admin	-	0%	500.00	-
Personnel admin	-	0%	500.00	60.00
Mission admin	102.79	n/a	-	-
Coates admin	-	0%	100.00	-
Mission admin	-	0%	500.00	-
Comm on Congregational Vitality	-	0%	500.00	-
Comm on Legacy Assets	-	0%	500.00	-
Treasurer expense	-	0%	100.00	76.75
Audit fees	5,000.00	100%	5,000.00	5,000.00
Technology costs	552.17	n/a	-	754.56
Website construction	-	n/a	shared staff budget	2,686.25
Website maintenance	270.00	n/a	shared staff budget	328.67
Insurance	2,122.50	n/a	shared staff budget	1,754.25
Insurance - work comp	(78.00)	n/a	shared staff budget	672.00
Shared office - Lakeshore	-	0%	3,600.00	2,700.00
Postage	-	n/a	shared staff budget	71.10

	Jan - Sep 2021 ACTUAL	% of budget	Jan - Dec 2021 BUDGET	Jan - Sep 2020 ACTUAL
Office supplies	55.79	6%	1,000.00	1,135.97
Telephone, internet, zoom	22.46	n/a	shared staff budget	936.00
Permanent Judicial Commission	-	0%	100.00	-
Special Judicial Committee	-	0%	100.00	-
Total Presbytery operations	14,400.50	86%	16,716.00	17,981.72
Mission and Ministry				
Mission & witness	5,000.00	25%	20,000.00	-
Youth Triennium - next event 2022	-	0%	1,700.00	-
Camp Support	17,391.06	75%	23,188.06	15,078.51
The Academy	-	0%	2,500.00	-
Coronavirus grants	36,233.30	n/a	-	47,959.91
Total Mission and Ministry	58,624.36	124%	47,388.06	63,038.42
Personnel				
General Presbyter				
Salary - GP	-	n/a	shared staff budget	19,910.96
Benefits - GP	-	n/a	shared staff budget	7,216.96
FSA reserve - GP	-	n/a	shared staff budget	121.13
Professional expense - GP	-	n/a	shared staff budget	1,484.52
Continuing education - GP	-	n/a	shared staff budget	50.48
GP search committee	-	n/a	shared staff budget	-
Total General Presbyter	-	-	-	28,784.05
Stated Clerk				
Salary - SC	-	n/a	shared staff budget	6,666.88
Prof exp & travel - SC	-	n/a	shared staff budget	339.68
Total Stated Clerk	-	-	-	7,006.56
Administrative Assistant				
Salary - AA	-	n/a	shared staff budget	13,600.00
FICA - AA	-	n/a	shared staff budget	1,025.10
Benefits - AA	-	n/a	shared staff budget	4,787.73
FSA reserve - AA	-	n/a	shared staff budget	(138.64)
Travel & cont educ - AA	-	n/a	shared staff budget	-
Total Administrative Assistant	-	-	-	19,274.19
Accountant				
Salary - accountant	4,500.00	75%	6,000.00	4,500.00
Total Accountant	4,500.00	75%	6,000.00	4,500.00
Total Personnel	4,500.00	75%	6,000.00	59,564.80
Shared staff and office (UPP)	83,250.00	75%	111,000.00	25,000.00
Total Expenses	160,774.86	89%	181,104.06	165,584.94
Pass-thru Items				
GA per capita received	19,932.76		-	22,158.70
GA per capita remitted	(18,028.07)		-	(20,339.63)
GA unified mission received	8,657.91		-	8,903.91
GA unified mission remitted	(7,920.89)		-	(7,915.35)
GA special offerings received	37,127.81		-	34,948.70
GA special offerings remitted	(27,049.71)		-	(26,382.41)
Theological educ fund received	2,375.00		-	2,562.50
Theological educ fund remitted	(2,375.00)		-	(2,375.00)
Synod per capita received	12,352.47		-	13,641.00
Synod per capita remitted	(11,168.11)		-	(12,523.30)

	Jan - Sep 2021 ACTUAL	% of budget	Jan - Dec 2021 BUDGET	Jan - Sep 2020 ACTUAL
Synod unified mission received	8,646.69		-	9,536.42
Synod unified mission remitted	(7,907.73)		-	(8,633.66)
Presbytery directed mission received	7,600.78		-	7,255.03
Presbytery directed mission remitted	(7,334.11)		-	(6,513.36)
South Sudanese Nurse scholarships	500.00		-	-
Net Pass-thru Items	15,409.80		-	14,323.55
Increase(decrease) in Net Assets Without Donor Restrictions	(8,547.35)		(3,275.06)	(24,608.36)
Net Assets With Donor Restrictions				
PDA derecho grant received	-			7,500.00
PDA derecho grant spent in 2020 and repaid in 2021	(5,781.00)			(833.59)
PPP loan proceeds	-		-	11,500.00
Peacemaking special offerings received	16.67		-	-
CPM scholarships offerings received	410.00		-	149.00
CPM scholarships paid	(295.00)		(5,000.00)	-
The Academy scholarship donation received	675.55			
Synod medical insurance grant funds spent	(1,000.00)		-	-
Chambang medical fund donation remitted	(500.00)		-	-
Mental health fund donations received	-		-	-
Increase(decrease) in Net Assets With Donor Restrictions	(6,473.78)		(5,000.00)	18,315.41
Increase(decrease) in Total Net Assets	(15,021.13)		(8,275.06)	(6,292.95)
Net assets at beginning of period	850,164.17			826,758.66
Net assets at end of period	835,143.04			820,465.71

Presbytery of Prospect Hill**Per Capita Compared to Budget and Prior Years****Sorted by 12 Month Budget from Highest to Lowest**

	Jan-Sep actual	Jan-Dec budget	% budget	frequency	Prior Yr 2020	Average 2020-2017
Spirit Lake, First	6,902.00	13,804.00	50.00%	Semi ann	13,155	12,470
Sioux City, First	7,601.94	10,136.00	75.00%	Monthly	14,756	10,027
Storm Lake, Lakeside	6,825.00	9,100.00	75.00%	Qtrly	8,761	8,519
Cherokee, Memorial	-	8,876.00	0.00%		637	692
Battle Creek, First	5,525.36	8,288.00	66.67%	Monthly	11,226	5,278
Paullina, First	-	6,664.00	0.00%		-	69
Sioux City, Faith United	2,632.00	5,096.00	51.65%		2,631	4,435
George, Ebenezer	2,390.62	4,816.00	49.64%		1,511	1,265
Lake City, Union	1,647.83	4,060.00	40.59%		3,227	3,134
George, Zoar	2,070.16	3,668.00	56.44%		2,026	2,044
Le Mars, PUCC	2,202.64	3,304.00	66.67%	Monthly	3,363	3,095
Denison, United	2,457.00	3,276.00	75.00%	Monthly	3,105	2,776
South Sioux City, First	2,372.00	3,164.00	74.97%	Monthly	2,999	3,320
Lake Park, First	2,150.85	2,940.00	73.16%	Monthly	2,000	2,059
Odebolt, First	1,100.84	2,940.00	37.44%		968	1,058
Estherville, First	2,912.00	2,912.00	100.00%	Annual	3,315	3,601
Lawton, Community	1,385.09	2,800.00	49.47%	Qtrly	2,684	2,475
Sac City, First	1,400.00	2,800.00	50.00%	Semi ann	2,841	2,462
Sioux City, Westminster	-	2,576.00	0.00%	Qtrly	2,367	2,323
Ida Grove, Westminster	-	2,548.00	0.00%		506	1,908
Hawarden, Associated	100.00	2,072.00	4.83%	Each Jan	100	100
Vail, United	504.00	1,988.00	25.35%	Annual	474	1,301
Manning, First	1,764.00	1,764.00	100.00%	Semi ann	1,763	1,913
Wall Lake, Trinity	1,764.00	1,764.00	100.00%	Annual	1,894	1,842
Schaller, First	980.00	1,736.00	56.45%	Qtrly	2,289	1,679
Glidden, First	1,708.00	1,708.00	100.00%	Annual	1,328	1,264
Ringsted, First	1,280.97	1,708.00	75.00%	Monthly	1,579	1,605
Sanborn, First	-	1,624.00	0.00%		-	-
Westside, United	-	1,512.00	0.00%		562	984
Carroll, First	840.01	1,120.00	75.00%	Monthly	1,131	1,239
Armstrong, First	602.00	1,092.00	55.13%	Qtrly	1,598	1,281
Bronson Elliott Creek	1,008.00	1,008.00	100.00%	Annual	1,000	657
Manilla, United	980.00	980.00	100.00%	Annual	868	987
Carnarvon Emmanuel	-	868.00	0.00%		1,342	1,043
Breda, Wheatland	-	812.00	0.00%		816	775
Alta, First	588.00	784.00	75.00%	Qtrly	737	733
Sioux City, Westlawn	784.00	784.00	100.00%	Qtrly	763	1,036
Cleghorn, First	-	700.00	0.00%		763	773

Presbytery of Prospect Hill
Per Capita Compared to Budget and Prior Years
Sorted by 12 Month Budget from Highest to Lowest

	Jan-Sep actual	Jan-Dec budget	% budget	frequency	Prior Yr 2020	Average 2020-2017
Rockwell City, St Paul's	476.00	672.00	70.83%		368	418
Auburn, United	588.00	588.00	100.00%	Annual	526	611
Le Mars, Plymouth	476.00	476.00	100.00%	Annual	474	480
Lytton - Closed 2012	56.72	-	0.00%		79	72
TOTAL	66,075.03	129,528.00	51.01%		102,532	93,802

Percent paid as of Sep 30th	Actual	Budget	# churches
100% or more	11,984.00	11,984.00	9
At least 50% but < 100%	46,905.93	72,688.00	17
Less than 50% but > zero	7,128.38	18,676.00	6
Zero	56.72	26,180.00	10
	66,018.31	129,528.00	42

Budget was based upon congregational members from 2019 of 4,802 x per capita rate of \$28.00 or \$134,456.00. Discovered that the members of 4,802 should have been 4,626 x \$28.00 or \$129,528.00 - overbudgeted \$4,928.

Amounts shown above are taken from deposits which may include remittances for a prior year or later year.

Odebolt First: "Session voted to pledge \$1,300 which is the amount collected last year". The church collected and paid a total of \$1,670.12. The Presbytery's share is \$1,100.84.

Carnarvon Emmanuel: "per capita is paid at the discretion of the treasurer".

Cherokee Memorial: "per capita is treated as any other mission offering, paying out only those funds we receive".

Hawarden Assoc wrote \$300 on their per capita form.

Lawton Comm wrote \$4,157.52 on their per capita form.

Presbytery of Prospect Hill
Shared Mission Compared to Budget and Prior Years
Sorted by Church in Alphabetical Order

	Jan-Sep actual	Jan-Dec budget	% budget	frequency	Prior Yr 2020	Average 2020-2017
Alta, First	-	-	0.00%		-	-
Armstrong, First	236.26	472.00	50.06%	Qtrly	591	371
Auburn, United	504.00	568.00	88.73%	Annual	568	520
Battle Creek, First	1,600.00	2,200.00	72.73%	Monthly	3,400	1,400
Breda, Wheatland	-	-	0.00%		-	315
Bronson Elliott Creek	-	-	0.00%		-	250
Carnarvon Emmanuel	-	-	0.00%		-	-
Carroll, First	-	-	0.00%		-	31
Cherokee, Memorial	-	-	0.00%		-	158
Cleghorn, First	-	126.00	0.00%		126	126
Denison, United	567.00	756.00	75.00%	Monthly	-	1,159
Estherville, First	-	-	0.00%		-	-
George, Ebenezer	-	-	0.00%		-	-
George, Zoar	-	-	0.00%		-	-
Glidden, First	-	-	0.00%		-	1,007
Hawarden, Associated	126.00	126.00	100.00%	Each Jan	126	126
Ida Grove, Westminster	-	-	0.00%		-	253
Lake City, Union	-	-	0.00%		-	69
Lake Park, First	-	-	0.00%		-	-
Lawton, Community	1,023.75	2,047.00	50.01%	Qtrly	2,048	1,920
Le Mars, Plymouth	126.00	126.00	100.00%	Annual	126	126
Le Mars, PUCC	1,008.00	1,512.00	66.67%	Monthly	1,638	1,367
Manilla, United	-	-	0.00%		-	39
Manning, First	2,835.00	3,780.00	75.00%	Qtrly	3,780	3,780
Odebolt, First	-	-	0.00%		-	157
Paullina, First	-	630.00	0.00%		1,500	766
Ringsted, First	472.50	630.00	75.00%	Monthly	630	624
Rockwell City, St Paul's	594.73	783.00	75.96%	Monthly	783	532
Sac City, First	500.00	2,676.24	18.68%		1,000	875
Sanborn, First	-	-	0.00%		-	-
Schaller, First	-	-	0.00%		-	-
Sioux City, Faith United	-	-	0.00%		-	-
Sioux City, First	3,750.03	5,000.00	75.00%	Monthly	5,000	4,246
Sioux City, Westlawn	-	749.35	0.00%		-	188
Sioux City, Westminster	-	-	0.00%		-	94
South Sioux City, First	-	-	0.00%		-	-
Spirit Lake, First	-	-	0.00%		-	-
Storm Lake, Lakeside	5,138.46	6,851.00	75.00%	Monthly	6,935	6,758
Vail, United	-	-	0.00%		-	-

Wall Lake, Trinity	1,253.07	1,671.00	74.99%	Monthly	1,671	1,661
Wall Lake, Wheatland	-	-	0.00%		-	13
Westside, United	-	-	0.00%		-	-
TOTAL	19,734.80	30,703.59	64.28%		29,920	28,929

Percent paid as of Sep 30th	Actual	Budget	# churches
100% or more	252.00	252.00	2
At least 50% but < 100%	18,982.80	26,270.00	12
Less than 50% but > zero	500.00	2,676.24	1
Zero	-	1,505.35	27
	19,734.80	30,703.59	42

*Budget was based upon average shared mission received in the prior three year period 2018-2020 or \$31,173.
 After receipt of pledges, the budget was revised to equal the pledge or if no pledge, then the amount paid in 2020, if any.*

Presbytery of Prospect Hill
 Presbytery Meeting Packet Page 145
Budget for 2022

<u>Description</u>	<u>Amount</u>	<u>Notes</u>
Support		
Presbytery per capita	124,460.00	\$28.00 x 4,445 members
Presbytery unified mission	27,163.00	Based upon 2021 estimated collections
Synod of Lakes and Prairies	10,000.08	Estimated based upon 2021 receipts
Mission trips, workshops, events	5,000.00	Participant fees
Interest income	832.00	Estimated based upon 2021 receipts
Total Support	167,455.08	
Expenses		
Presbytery Operations		
GA meetings	1,500.00	Next biennial meeting in 2022
Presbytery meetings	350.00	Mileage + supplies for Presbytery meetings
Moderator expense	500.00	Moderator training - undecided if in-person or zoom
Moderator/Council admin	500.00	Expense for committee work
Nominating admin	250.00	Expense for committee work
Personnel admin	500.00	Expense for committee + staff Christmas party + retiree gifts
Budget & finance admin	250.00	Expense for committee work
COM admin	5,000.00	Mtgs, ordinations, retreats, mileage, meals, pulpit supply
CPM admin	1,000.00	Leaderwise costs + CPM scholarships
John Coates admin	100.00	Expense for committee work
Mission admin	100.00	Expense for committee work
Comm on Congregational Vitality	100.00	Expense for committee work
Commission on Legacy Assets	100.00	Expense for committee work
COR (Comm on Representation)	100.00	If needed for committee expense
Permanent & Special judicial comm	100.00	If needed for committee expense
Technology costs	1,000.00	Domain renewal + QBO monthly fees + Club Express
Website maintenance	270.00	Smart Church Project annual fee
Insurance	2,830.00	Under review by task force
Books, subscriptions, calendars	100.00	Book of Order, Common Worship, Calendars, Statistical Book
Office supplies	200.00	Presbytery office/staff expense
PPH monument expense	16.00	Storm water fee for monument site
Outside fees - accountant	6,120.00	2% increase to \$510 per month
Total Presbytery Operations	20,986.00	
Mission and Ministry		
Mission & Witness	20,000.00	Mission programs, education & trip scholarships...
Youth Triennium	1,700.00	Set-aside \$1,700 each year - next event in 2022
Camp support	21,227.22	14% of per capita & mission from churches
The Academy	2,500.00	Annual contribution
Mission trips, workshops, events	5,000.00	Same as participant costs
Theological training scholarships	5,000.00	Inquirers, candidates, seminarians, The Academy participants
Total Mission and Ministry	55,427.22	
Total Shared Staff and Office	113,220.00	2% increase to \$9,435 per month
Total Expenses	189,633.22	
Net support (expense) before pass-thrus	(22,178.14)	Deficit funded from unrestricted cash reserves

**REPORT OF THE NOMINATING COMMITTEE
PRESBYTERY OF PROSPECT HILL
October, 2021**

Budget and Finance

Class of 2024

1. Mason Goodenow (RE) 2nd term
2. Cyndi Rock-Raasch (RE) 1st term

Committee on Ministry

Class of 2024

1. Rebecca Brown (RE) 2nd term
2. Michael Sydnor (TE) 2nd term
3. Richard Francis (HR) 1st term

Committee on Preparation for Ministry

Class of 2024

1. Cambria Kaltwasser (TE) 2nd term
2. Gwen Detlefsen (RE) 2nd term

Committee on Representation

Class of 2024

1. Kathy Francis (RE) 2nd term

Congregational Vitality

Class of 2024

1. Open

John Coates Fund

Class of 2024

1. Denise Philipp (RE) 1st term

Lakeshore Ministry Board

Class of 2022

1. Randy Russum (TE) 1st term

Class of 2024

1. Open

Missional Witness Committee

Class of 2024

1. Richard Francis (HR) 2nd term

Permanent Judicial Commission

Class of 2023

1. Wanda Freese (RE)

Class of 2025

1. Wayne Seaman (RE)

Class of 2027

1. Mark Bedford (TE)
2. Janine Kock (RE)

Shared Personnel Committee

Class of 2024

1. Pat Penning (RE) 1st term

Moderator

2022

1. Jan Christensen (TE)

Vice Moderator

2022

1. Open

Community Presbyterian Church

Box 8
Lawton, IA 51030

October 4, 2021

From: Nancy Todd- Clerk of Session Community Presbyterian Church; Reverend Ken Meissner

To: Annika Lister Stroope- Presbytery Administrative Executive and Stated Clerk and The Committee on Ministry of the Presbytery of Prospect Hill

Subject: Information surrounding the sale of the Lawton Community Presbyterian Church manse at 116 Linden Street Lawton, IA

A special called congregational meeting was held on Sunday, October 3, 2021 immediately following morning worship to discuss our options of either selling the manse or keeping it. Reverend Ken Meissner served as the monitor. A quorum was declared and background information about the manse was shared with the congregation members. The congregation of the Community Presbyterian Church voted unanimously to sell the manse associated with the church. (Minutes of the special congregation meeting are attached for review along with realtor documents and property specifications). We are hopeful that we have provided all pertinent information needed for you to consider this request. We now ask for the COM and Presbytery of Prospect Hill for permission to sell the manse.

The manse was built in 1963 and has been vacant for approximately four years during our search for a pastor. Although there have been several cosmetic improvements over the years, we are now faced with a number of repairs that will be very costly. Updates would include:

1. Bowing of a basement wall
2. Wood rot under the deck and potentially above basement wall. Deck will need to be removed to totally assess the area impacted by wood rot
3. Concrete retaining wall deterioration
4. Siding to be repainted at a minimum with the potential need of replacement
5. Exterior doors need to be replaced
6. Electrical panel repair to possible replacement
7. Replacement of wood panel in basement and garage area as a result of prior water damage
8. Furnace and AC unit are currently functional but are potential areas of concern in the future

Expenditures could total around \$100,000 (excluding heating and AC). In lieu of this, we approached a realtor on a confidential basis to get her perspective on the value of the property and the recommended approach that she would take to sell the property.

The realtor did a comparative market analysis summary that included five properties. Three of the homes were in Menville and two were in Lawton. Prices for the homes used in the market summary ranged from \$221,000 on the low end to \$322,500 on the high side. The median price was \$254,000. (The summary did not include homes that were for sale by owner).

The realtor recommended that we price the manse at \$250,000 and be sold “as is.” She cited the favorable interest rates and strong demand as positive factors working in our favor. There would be a 5% commission rate.

As a side note, the Trustees of the Community Presbyterian Church are unanimously supportive of the plan to sell this property.

Please let us know if there is any other information that we can provide to help you in the decision-making process. Collectively, we feel that this is in the best interests of the Community Presbyterian Church.

Thank you in advance for your consideration.

Sincerely,

Nancy T. Todd
Clerk of Session

Rev Ken Meissner
Interim Pastor Community Presbyterian Church

Attachments:

1. Copy of the minutes from 10/3/2021 special congregational meeting
2. Realtor and property information

Community Presbyterian Church
Special Congregational Meeting
Sunday, October 3, 2021

Moderator Ken Meissner declared a quorum present and opened the meeting with prayer at 11:40pm

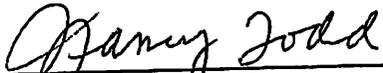
Trustee Jerry Holbrook presented a detailed report of the condition of the manse on 116 Linden Street, Lawton, IA. Jerry stated that we as a congregation are at a turning point. Should we invest more money into the repair of the manse or put it on the market for sale? Jerry said there could be upwards of \$100,000 in repairs. Jerry and Reverend Ken answered questions from the congregation. A discussion ensued.

A MOTION WAS MADE AND SECONDED TO SELL THE MANSE AND THE LOT BUT LEAVE IT UP TO THE REALTOR ON HOW TO BEST MARKET AND SELL THE PROPERTY TOGETHER OR SEPERATELY. THE MOTION PASSED UNANIMOUSLY.

The next step is to take this before the Presbytery for approval.

The meeting was adjourned with prayer at 12:45pm


Reverend Ken Meissner, Moderator


Nancy Todd, Clerk of Session

Beacon™ Woodbury County, IA / Sioux City

Summary

Parcel ID 894532476015
Alternate ID 613771
Property Address 116 LINDEN ST
 LAWTON IA 51030
Sec/Twp/Rng 32-89-45
Brief AN IRREG TCT BEG @ NW COR E1/2 SE1/4 THEC S1464.76' E205.2' 82' TO POB:
 THEC E 130'; S 20'; W 129.80'; N 20' TO POB & A TCT 150' X 335' LYING S OF BIRCH
 ST, & A TCT 300' X 170' LYING N OF BIRCH ST SE SE 32-89-45
Tax Description (Note: Not to be used on legal documents)

Deed Book/Page
Gross Acres 0.00
Net Acres 0.00
Adjusted CSR 0
Pts
Zoning [EMPTY] - [EMPTY]
District 0065 LAWTON CITY/ LAWTON-BRON
School District LAWTON BRONSON
Neighborhood N/A



Owner

Deed Holder
[Community Presbyterian Church](#)
[PO Box 8](#)
 Lawton IA 51030-0008

Contract Holder

Mailing Address
 Community Presbyterian Church
 PO Box 8
 Lawton IA 51030-0008

Land

Lot Dimensions	Regular Lot: x	Front	Rear	Side 1	Side 2
Front Footage					
Main Lot		170.00	170.00	300.00	300.00
Sub Lot 2		150.00	150.00	335.00	335.00
Sub Lot 3		20.00	20.00	130.00	130.00
Sub Lot 4		0.00	0.00	0.00	0.00

Lot Area 2.38 Acres; 103,850 SF

Residential Dwellings

Residential Dwelling
Occupancy Single-Family / Owner Occupied
Style 1 Story Frame
Architectural Style Ranch
Year Built 1963
Condition Above Normal
Roof Asph / Gable
Flooring
Foundation C Blk
Exterior Material Vinyl
Interior Material Drwl
Brick or Stone Veneer
Total Gross Living Area 2,080 SF
Main Area Square Feet 1456
Attic Type None;
Number of Rooms 0 above; 0 below
Number of Bedrooms 0 above; 0 below
Basement Area Type Full
Basement Area 2,080
Basement Finished Area 700 - Standard Finish
Plumbing 1 Base Plumbing (Full ; 1 Half Bath; 1 Mtl Stall Shower);
Appliances
Central Air Yes
Heat Yes
Fireplaces
Porches
Decks Wood Deck-Med (192 SF);
Additions 1 Story Frame (624 SF) (624 Bsmt SF);
Garages Basement Stall - 2 stalls;

Commercial Buildings

Type	Base Area	Year Built
Church	9375	1970

Yard Extras

#1 - (1) Paving 33,124 SF, Concrete Parking, Average Pricing, Built 1970

Presbytery Meeting Packet Page 152

Permits

Permit #	Date	Description	Amount
2018-16	08/01/2018	Deck/Patio	10,000

Valuation

	2021	2020	2019	2018	2017
Classification	Commercial	Commercial	Commercial	Commercial	Commercial
+ Assessed Land Value	\$71,360	\$71,360	\$71,360	\$0	\$0
+ Assessed Building Value	\$897,070	\$897,070	\$897,070	\$703,830	\$703,830
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$968,430	\$968,430	\$968,430	\$703,830	\$703,830
- Exempt Value	(\$968,430)	(\$968,430)	(\$968,430)	(\$703,830)	(\$703,830)
= Net Assessed Value	\$0	\$0	\$0	\$0	\$0

Sioux City Special Assessments and Fees

[Click here to view special assessment information for this parcel.](#)

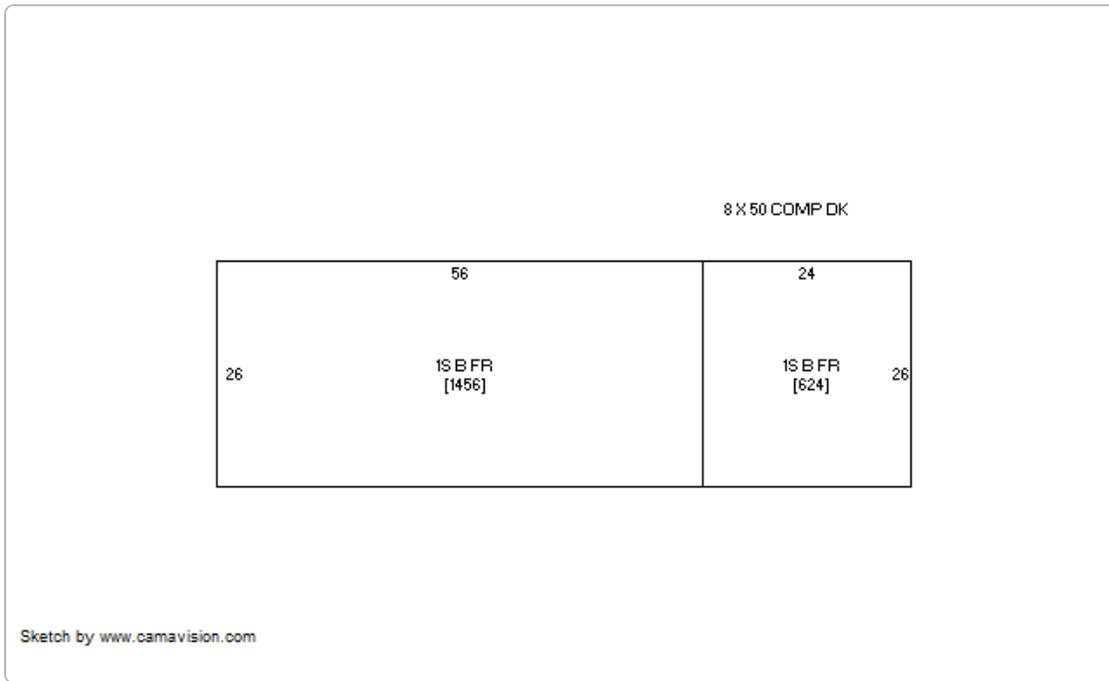
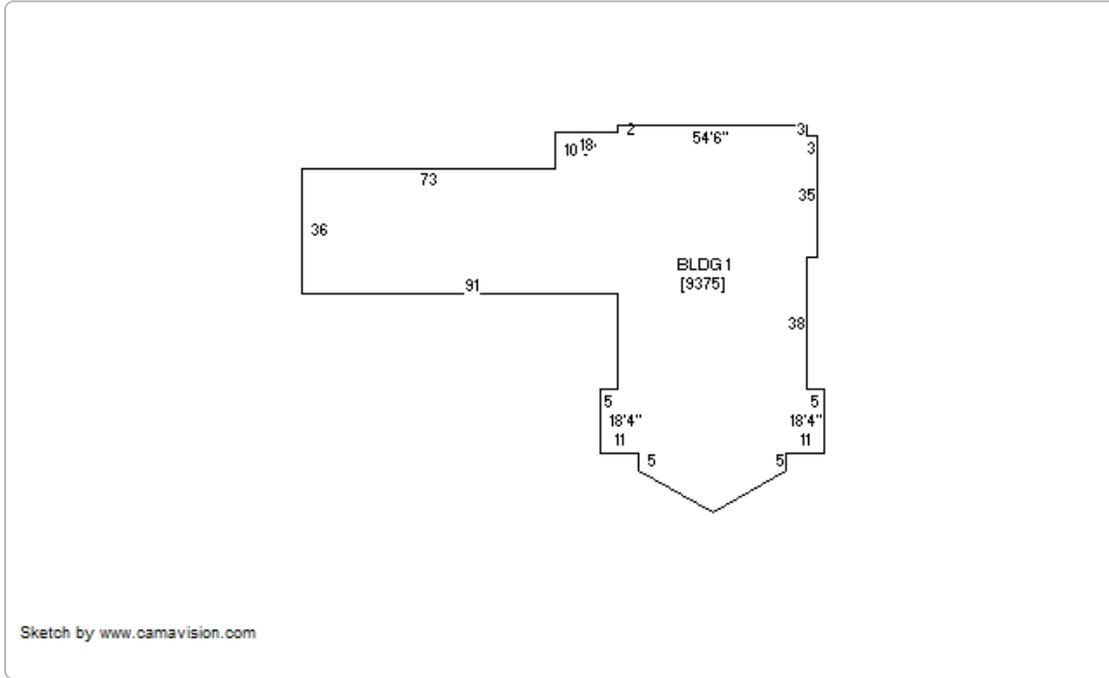
Woodbury County Tax Credit Applications

[Apply for Homestead, Military or Business Property Tax Credits](#)

Photos



Sketches



No data available for the following modules: Agricultural Buildings, Sales, Sioux City Tax Credit Applications, Sioux City Board of Review Petition.

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