



**HOLSTEIN CITY COUNCIL
REGULAR MEETING
Tuesday, October 28, 2025
5:00 PM – Holstein City Hall Council Chambers**

AGENDA

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL OF COUNCIL MEMBERS

CONSENT AGENDA

All items under the Consent Agenda will be enacted by one motion. Those items will not be discussed separately unless a request is made before the council votes on the motion.

- Minutes of October 14, 2025, Regular Council Meeting
- Claims
- Approval of A&A Food & Fuel, LLC Class B Alcohol License

CITIZEN FORUM

This time is set aside for public comments regarding issues not on the agenda. No action or discussion shall take place at this time on issues brought before the council.

BUSINESS

- Austin Thevenot – Business at the Property Located at 416 N Main
- ISG – Tom Grafft – Sewer I&I Plan Proposal, Road Improvement Plan Proposal and Benning Drive Stormwater
- Resolution 25-55 Authorizing the Mayor and City Administrator to Execute a Waterline Easement Between the Dessel-Schmidt Post #225 of the American Legion and the City of Holstein for 125 N Main Park
- Resolution 25-56 Authorizing the Mayor and City Administrator to Execute a Development Agreement Between Linda M. Klotz and Steven E. Klotz and The City of Holstein
- Resolution 25-57 Authorizing the Mayor and City Administrator to Execute a Real Estate Purchase Agreement Between Linda M. Klotz and Steven E. Klotz and the City of Holstein
- Discuss 313 Railroad Street
- Pickleball Court Updates – Josh Jensen and Parks Committee
- Approval of Scott Niemeier CEU

ADJOURN

Tuesday, October 14, 2025

A regular meeting of the Holstein City Council was held on Tuesday, October 14, 2025, in City Council Chambers. Mayor Kathy Breyfogle called the meeting to order at 5:00 pm with the Pledge of Allegiance and a roll as follows: Bonnie Stevenson, Jamison Voss, Terri Schimmer, Christine Wiese, and Marcus Prell.

A motion was made by Councilperson Schimmer and seconded by Councilperson Wiese approving the consent agenda, including the Agenda, Minutes of September 23rd, 2025 as corrected, Regular Council Meeting, Treasurer's Report, Balance Sheet, Revenue Report, Budget Report, Wage Report, Claims and approval of Cobblestone Inn & Suites Class C Liquor License, Holstein Supermarket Class B liquor license, Second/Wind/Carpe DM Class C Liquor License, and Backdraft Bar & Grill Class C Liquor License. The motion was duly put to a vote of the City Council. Ayes: Wiese, Voss, Stevenson, Prell, and Schimmer. Nays: none. Motion carried.

Written Reports from the Sheriff, Taxi, and Library were available for the Council to review. Mayor, Community Center, and Administrator were present.

Randy Gerritsen presented a proposal to convert the existing tennis courts at the city park into a combined pickleball and tennis court. The City Council agreed to review and consider his proposal further.

Resolution 25-52 – Accepting and Approving the Final Plat of East Ridge 2nd Addition to Holstein, Ida County, Iowa was offered by Councilperson Prell and seconded by Councilperson Schimmer. The motion was duly put to a roll call vote of the City Council. Ayes: Voss, Schimmer, Wiese, Prell, and Stevenson. Nays: None. Whereupon the Mayor declared Resolution 25-52 duly adopted.

A public hearing on the proposal property sale was opened at 5:35 pm. No residents or taxpayers' objections to, or arguments in favor of the proposal property sale. The public hearing was closed at 5:36 pm.

Resolution 25-53 Authorizing Property Sale Lot 3, East Ridge 2nd Addition was offered by Councilperson Wiese and seconded by Councilperson Prell. The motion was duly put to a roll call vote of the City Council. Ayes: Schimmer, Wiese, Prell, Stevenson, and Voss. Nays: none. Whereupon, the mayor declared Resolution 25-53 duly adopted.

The City Council Reviewed the Engineers report on the Benning Drive Storm Sewer drain project and reviewed Benning Dr. Zoning Covenants to be included in the Zoning Ordinance.

Resolution 25-54 Approving a Wage Increase for Aedan Hickey, Public Works Department was offered by Councilperson Prell and seconded by Councilperson Voss. The motion was duly put to a roll call vote of the City Council. Ayes: Wiese, Prell, Stevenson, Voss, and Schimmer.

Ordinance 266 – Amending Provisions Pertaining to Sewer Service Rates was offered by Councilperson Wiese and seconded by Schimmer. The motion was duly put to a roll call vote of the City Council. Ayes: Wiese, Prell, Stevenson, Voss, and Schimmer. Nays: none. 1st reading passed. A motion was made by Councilperson Schimmer and seconded by Councilperson Prell to waive 2nd and 3rd reading and pass on 1st and final reading. The motion was duly put to a roll call vote of the City Council. Ayes: Stevenson, Voss, Schimmer, Wiese, and Prell. Nays: none. Ordinance 266 passed on 1st and final reading.

The City Administrator reported the following receipts and bills that were approved for payment on the consent agenda:

DANIEL BROSAMLE

TREE REMOVAL SERVICES

15225.00

Tuesday, October 14, 2025

A-1 PLUMBING & HEATING	FURNACE REPAIR	217.49
ACCO UNLIMITED CORP	CHLORINE	849.83
AETNA BEHAVIORAL HEALTH	EAP SERVICES	52.56
AGSTATE - CHEROKEE	FUEL	794.97
MARY AHLERS	MEDICAL REIMBURSEMENT	513.96
AUREON	TECH SERVICES	17.98
BAKER & TAYLOR ENTERTAINMENT	LIBRARY BOOKS	223.77
BANK OF AMERICA	CREDIT CARD AUGUST 2025	3220.61
BROCK BISENIUS	TACKLE UMP	120.00
dba KOENIG PORTABLE TOILETS	PORTABLE TOILET RENTAL	140.00
BOUND TREE MEDICAL LLC	AMBULANCE SUPPLIES	783.61
BSN SPORTS	TENNIS NET	320.00
BUILDERS SHARPENING & SERV	MOWER BLADE	67.59
CASEY'S BUSINESS MASTERCARD	TAXI FUEL	65.95
CONNOR BEECK WINDOW CLEANING	CITY HALL WINDOW CLEANING	12.00
CORE & MAIN	SUPPLIES	395.10
CORRECTIONVILLE BUILDING	BUILDING REPAIRS - FIRE	5.00
CRARY HUFF LAW FIRM	LEGAL FEES	2941.29
CULLIGAN OF IDA GROVE	OPERATING SUPPLIES	15.00
DEREK CONOVER	MEDICAL REIMBURSEMENT	125.12
DOLLAR GENERAL-REGIONS 410526	SENIOR CARDS	30.55
DORSEY & WHITNEY LLP	LEGAL FEES	7000.00
FIRE SERVICE TRAINING BUREAU	FIRE TRAINING	200.00
FOUNDATION ANALYTICAL LAB	DRINKING WATER	272.50
GORDON FLESCHE CO INC	COMM CENTER COPIER	472.74
HALLETT MATERIALS	SAND	277.07
HEIDMAN LAW FIRM PLLC	LEGAL FEES	1416.50
HOLSTEIN CEMETERY ASSN	FY26 CITY SUPPORT OF CEMETERY	6500.00
dba HOLSTEIN SANITATION INC	SANITATION CONTRACT	14028.06
HOLSTEIN SUPERMARKET	SENIOR CARDS/CONCESSIONS	160.65
IOWA DEPT REVENUE	WET TAX SEPTEMBER 2025	2411.83
IDA COUNTY EMERGENCY SVCS	JULY-SEPT 2025 ALS UPGRADES	1300.00
IDA COUNTY SHERIFF'S OFFICE	2ND FY2526 UNIFIED LAW	75808.50
INTERSTATE ALL BATTERY CENTER	SEWER SAMPLER	52.99
IPERS	IPERS	3995.91
IRS - FED/FICA TAXES	FED/FICA TAX	5453.77
ISG	PRJ 20-24051 WASTEWATER IMP	21622.68
J.P. COOKE CO	DESK SIGNS	117.20
JACOB'S ELECTRIC	TERMINAL BLOCK/LABOR	279.80
KARSEN JENSEN	FLAG FB 10-04-2025	60.00
JENSEN KINNICK	10/4/2025 FLAG	60.00
KRAGER KREIGHTON	FLAG FB	140.00
LUKINS WILLY (LOREN)	KASTNER DR STORM DRAIN	677.50
MACQUEEN EQUIPMENT	SWEeper REPAIRS	1087.86
MATHESON TRI-GAS INC	OXYGEN	177.49
	#10 WINDOW TINTED/RETURN	
STOREY KENWORTHY/MATT PARROTT	ADDR	418.66
MIDAMERICAN ENERGY CO	UTILITIES	5374.36
MOTOR PARTS SALES	SUPPLIES	362.12
MOVILLE CITY OF	SEPT 2025 NUISANCE INSPECTION	703.05
MUNICIPAL SUPPLY INC	ANNUAL SENSUS SUPPORT	5425.66
N.E.T. BROADBAND	TELEPHONE/INTERNET SERVICES	310.04
LEO NEDVED	FLAG FB UMP 9/27/2025	80.00
NIEMEIER SCOTT	MEDICAL REIMBURSEMENT	144.10
NUCKOLLS TAMARA	IOWA LEAGUE OF CITIES	229.60
NW RURAL ELECTRIC CO	UTILITIES	2215.20
OFFICE ELEMENTS	FURNITURE	8950.61

Tuesday, October 14, 2025

OVERDRIVE INC	AUDIOBOOKS	284.73
PETERSON LANDYN	FLAG FB 09-20-2025	60.00
PLUNKETT'S PEST CONTROL	PEST CONTROL COMM CTR	56.57
QUALITY PUMP & CONTROL	EQUIPMENT SERVICE	10285.45
REHAB SYSTEMS INC	JET VAC CLEANING LINE & LIFT	1280.00
RENEW BIOMEDICAL	PM CARDIAC MONITORS	600.00
SCHOON CONST & EXCAVATING	WATERLEAK - CASEYS	2013.97
SECURE SHRED SOLUTIONS	SHRED SOLUTIONS CITY HALL	59.00
SENSUS USA INC	1 YR SOFTWR SUPPORT 8-25/8-26	3700.00
SIMPCO	2025-2026 GRANT	3350.60
STEVENSON HARDWARE	SUPPLIES	229.40
dba THE PAVEMENT DOCTOR	SPRAY INJECTION PATCHING	9540.00
TODD CARTER	TACKLE FB	120.00
TRIONFO SOLUTIONS LLC	HEALTH INSURANCE	141.92
TRUENORTH COMPANIES LC	CONSULTING FEE OCT QUARTERLY	250.00
TYLER TECHNOLOGIES	TECH SERVICES	2030.00
USPS	POSTAGE	338.13
VC3 INC	TECH SERVICES	711.92
VERIZON WIRELESS	AMB PHONE	244.46
VOLLMAR MOTORS	PARTS	16.00
WELLENDORF JOEL	STUMP GRINDING	312.00
WELLMARK	HEALTH INS	207.65

GENERAL	141626.92
ROAD USE TAX	14289.43
EMPLOYEE BENEFITS	854.74
TIF UR2	3350.60
PARK CAPITAL	2500.00
CITY HALL CAPITAL	8844.85
TECHNOLOGY CAPITAL FUND	2781.30
WATER UTILITY	18842.85
SEWER UTILITY	17682.26
SEWER WWSI PROJECT	18895.18
STORM WATER UTILITY	<u>87.50</u>
TOTAL FUNDS	229755.63

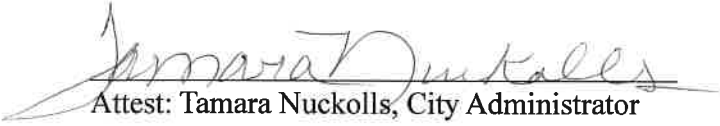
CITY OF HOLSTEIN REVENUES	Sep-25
GENERAL TOTAL	78,217.22
HOTEL/MOTEL TAX TOTAL	7,072.84
ROAD USE TAX TOTAL	23,097.71
EMPLOYEE BENEFITS TOTAL	9652.35
LOCAL OPTION SALES TAX TOTAL	23,006.92
TIF UR6A	18,317.23
DEBT SERVICE TOTAL	5237.2
LOHFF-SCHUMANN CAPTIAL	733
2ND STREET PROJECT CAPTIAL	710
WATER UTILITY	21,076.82
WATER CAPITAL	6,293.17
SEWER UTILITY	20,689.75
SEWER CAPITAL	8,996.01
STORM WATER UTILITY TOTAL	2,293.82
TOTAL REVENUE BY FUND	225,394.04

Tuesday, October 14, 2025

A motion was made by Councilperson Prell and seconded by Councilperson Schimmer to adjourn the meeting. The motion was duly put to a vote of the City Council. Ayes: Stevenson, Wiese, Prell, Schimmer, and Voss. Nays: none. Motion carried. The meeting adjourned at 6:22 pm.



Kathryn Breyfogle, Mayor



Attest: Tamara Nuckolls, City Administrator

CLAIMS REPORT

Check Range: 10/15/2025-10/28/2025

VENDOR NAME	REFERENCE	VENDOR TOTAL
DANIEL BROSAMLE	TREE REMOVAL SERVICES	4,950.00
ACCO UNLIMITED CORP	CHLORINE	578.00
MARY AHLERS	MEDICAL REIMBURSEMENT	85.38
ALPHA WIRELESS COMM CO	MOVED BASE RADIO	909.89
BANK OF AMERICA	CREDIT CARD SEPT 2025	3,162.75
BEYER BRANDON	MEDICAL REIMBURSEMENT	91.49
BROCK BISENIUS	10-11-2025 TACKLE	80.00
dba KOENIG PORTABLE TOILETS	PORTABLE TOILET RENTAL	70.00
BURK DREW	FB UMP 10/18/2025	80.00
CONNOR BEECK WINDOW CLEANING	CITY HALL WINDOW CLEANING	12.00
FOUNDATION ANALYTICAL LAB	INFLUENT, DRINKING WATER	157.00
FRANK'S ASPHALT INC	CLEAN AND SEAL CRACKS	12,642.05
GORDON FLESCH CO INC	COMM CENTER COPIER	189.58
GPM ENVIRONMENTAL SOLUTIONS	SEWER FLOW RECORDER REPAIRS	296.00
HALLETT MATERIALS	SAND	261.11
IRS - FED/FICA TAXES	FED/FICA TAX	5,551.78
J.P. COOKE CO	2026 DOG/CAT TAGS 500	151.45
JOSH JENSEN	MEDICAL REIMBURSEMENT	1,671.60
KARSEN JENSEN	FLAG FB UMP 10-18-2025	40.00
JENSEN KINNICK	FLAG FB 10-11-2025	80.00
MIDAMERICAN ENERGY CO	UTILITIES	11.64
MOTOR PARTS SALES	SUPPLIES	42.13
MUNICIPAL SUPPLY INC	WATER RADIO READS	1,408.00
NIEMEIER SCOTT	MEDICAL REIMBURSEMENT	70.63
OFFICE ELEMENTS	FURNITURE	1,112.50
PETERSON LANDYN	FLAG FB 10-11-2025	80.00
POWER SOLUTIONS	MOVE CAMERAS	3,520.18
QUICK MED CLAIMS	AMB CLAIMS FILING FEES	996.19
RJ THOMAS MFG CO	REPLACEMENT TRASH CAN-PARK	699.00
SAMUEL ASHLEY	MEDICAL REIMBURSEMENT	52.90
SARGENT DRILLING	WELL #7 PUMP REPAIR	5,770.00
SIR LINES-A-LOT	PAINT ISLAND	2,300.00
TODD CARTER	10/18/2025 UMP	80.00
TODD EMILY	MEDICAL REIMBURSEMENT	37.99
CHELSEA TREIBER	PUMPKINS/GOURDS	150.00
TYLER TECHNOLOGIES	TECH SERVICES	2,755.00
VC3 INC	TECH SERVICES	181.54
VISION SERVICE PLAN	VISION	271.12
WELLMARK	HEALTH INS	
WILKEN BROG	FLAG FB 10/18/2025 UMP	40.00
ZIEGLER INC	LOADER PARTS	692.72
Accounts Payable Total		51,331.62
Invoices: Paid		10,643.38
Invoices: Scheduled		40,688.24

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
001	GENERAL	13,967.58
110	ROAD USE TAX	15,558.85
112	EMPLOYEE BENEFITS	2,118.06
327	CITY HALL CAPITAL	4,932.95
328	TECHNOLOGY CAPITAL FUND	2,957.94
600	WATER UTILITY	9,966.84
610	SEWER UTILITY	1,829.40

	TOTAL FUNDS	51,331.62

October 24, 2025

Tammy Nuckolls

City Administrator

City of Holstein
119 South Main Street
P.O. Box 500
Holstein, IA 51025

712.368.4898
administrator@holsteiniowa.org

RE: **Professional Services Proposal for
Pavement Management Plan**
Holstein, Iowa



Tammy,

As the City of Holstein seeks a pavement management plan to budget capital improvements through a data-driven process, I & S Group, Inc. (ISG) stands eager and ready to assist. A pavement management plan will equip the City with an inventory of the roadway network, an understanding of the pavement condition, and recommended improvements over five years.

ISG is committed to delivering excellence through the collective expertise of our multi-disciplinary team. With this collaborative approach, we will provide the following scope of services to meet your project needs.

SCOPE OF SERVICES

Data Collection

ISG will contract a subconsultant to survey all streets to capture pavement distress data per the American Society for Testing and Materials (ASTM) D6433 survey protocols. This information will be integrated into a geographic information systems (GIS) map to complete a network review and position segmentation for practical pavement management purposes. This phase includes objective pavement distress data collection, GIS linkage and sectioning, GIS-linked imagery, and a summarized report with the findings of the field survey.

Data Analysis

The pavement condition data will be reviewed through a quality assurance and quality control (QA/QC) process. A pavement condition index (PCI) value will be determined for each road segment. This information will be overlaid onto a GIS map to provide a clear representation of street conditions throughout the City.

Five-Year Pavement Management Plan

ISG will create a five-year management plan that includes existing conditions, a lifecycle analysis, and a schedule for recommended improvements. This plan will incorporate current and future City projects and be incorporated into the City's Capital Improvement Plan. A draft of the five-year plan will be provided to City staff and City Council for input prior to finalizing the report. Once comments have been addressed, a final report will be provided to City Council for approval.

Deliverables

- GIS map with existing roadway conditions and PCI values
- Five-year pavement management plan

October 24, 2025

ISG

Applicable Contract

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project. ISG's compensation does not include sales or use taxes. Additional information can be found in our General Terms and Conditions.

bit.ly/termsconditions_isg



Acknowledgment of Acceptance

This proposal is valid for 30 days.

Accepted this _____ day

of _____, 2025.

Company (Print): _____

Name (Print): _____

Title (Print): _____

Signature: _____

SCHEDULE

The project schedule will be discussed and mutually agreed upon by the City and ISG, as further project details are developed.

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Anticipated reimbursable expenses such as travel time, mileage expenses, and printing costs are included.

Phase	Cost
Data Collection	\$15,000
Data Analysis	\$5,000
Five-Year Pavement Management Plan	\$15,000
Total	\$35,000

ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible in meeting the requirements of this project. Upon request, ISG can provide a subsequent proposal to assist with additional professional design and construction phase services needed to support this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Holstein. Upon acceptance, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative experience, and timely delivery.

Sincerely,



Tom Grafft

Water/Wastewater Group Leader

Benning Drive Storm Sewer (Phase 1)

ISG

Client Name: City of Holstein

Location: Holstein, IA

ISG Project Number:

Date: September 2025

Engineer's Opinion of Probable Cost

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	LS	1	\$ 18,000	\$ 18,000
2	CONNECT TO EXISTING STRUCTURE	EA	2	\$ 3,000	\$ 6,000
3	6-8" PERFORATED TILE	LF	4,370	\$ 32	\$ 139,840
4	STORM SEWER SERVICE, 4"	EA	35	\$ 1,750	\$ 61,250
5	CLEANOUT	EA	14	\$ 3,500	\$ 49,000
6	STORM SEWER MANHOLE	EA	2	\$ 6,500	\$ 13,000
7	SEEDING, FERTILIZING AND MULCHING, HYDRAULIC	LS	1	\$ 15,000	\$ 15,000
8	TESTING	LS	1	\$ 4,000	\$ 4,000
9	TRAFFIC CONTROL	LS	1	\$ 5,000	\$ 5,000
Construction Costs					\$ 311,090
10% Contingency					\$ 32,000
20% Non-Construction Cost					\$ 69,000
TOTAL PROJECT COST					\$ 412,090



BENNING DRIVE STORM SEWER
PROPOSED NEW STRUCTURES
FACILITIES 12-16-01

Architecture • Engineering • Environment • Planning



BENNING STORM SEWER CONCEPT

October 24, 2025

Tammy Nuckolls

City Administrator

City of Holstein
119 South Main Street
P.O. Box 500
Holstein, IA 51025

712.368.4898
administrator@holsteiniowa.org

RE: Professional Services Proposal for
Sanitary Sewer Collection System Study
Holstein, Iowa



Tammy,

As the City of Holstein looks to investigate infiltration and inflow (I+I) with its sanitary sewer collection system, I & S Group, Inc. (ISG) stands eager and ready to assist. ISG is committed to delivering excellence through the collective expertise of our multi-disciplinary team. With this collaborative approach, we will provide the following scope of services to meet your project needs.

SCOPE OF SERVICES

Data Review + System Assessment

ISG will compile and review available information related to the existing sanitary sewer system, including existing televising videos, to identify and confirm deficiencies. We will coordinate with contractors to clean and televise additional sewer lines within the project as needed to complete the system assessment. The third-party cleaning and televising services associated with the evaluation are not included in ISG's scope of services and would be billed directly to the City by the contractor. ISG will also review available facility operational and maintenance data to evaluate system performance and assess the condition of existing infrastructure.

Based on our review, we will outline recommendations for sanitary sewer replacement, spot repairs, and cured-in-place lining to address I+I and prepare associated preliminary cost estimates. We will review the recommendations with City staff and incorporate feedback to refine the proposed improvements.

Preliminary Engineering Report (PER)

ISG will prepare a PER in accordance with applicable Iowa Department of Natural Resources (DNR) and State Revolving Fund (SRF) requirements. We will present the draft facility plan to City Council for review and concurrence, as well as submit it to Iowa DNR for review and approval.

ISG will also assist the City in identifying and securing funding opportunities. We will prepare the SRF Planning and Design Loan Application and provide guidance on available funding programs and project financing options. During this phase, ISG will help develop a phased capital improvement plan and implementation strategy based on funding.

Optional: Sanitary Sewer Geographic Information Systems (GIS) Layer Development

As an optional task, ISG can collect the GPS locations of sanitary sewer manholes, and using the City's existing utility maps as a guide, ISG will develop the shapefile with the data collected. The shapefile can be imported into the City's existing GIS system for online access to sewer collection system maps. ISG can also provide paper copies of the sanitary sewer utility.

October 24, 2025

ISG

Applicable Contract

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project. ISG's compensation does not include sales or use taxes. Additional information can be found in our General Terms and Conditions.

bit.ly/termsconditions_isg



Acknowledgment of Acceptance

This proposal is valid for 30 days.

- ☐ Check this box to add the sanitary sewer GIS layer development service to the scope of services provided under this proposal.

Accepted this _____ day

of _____, 2025.

Company (Print): _____

Name (Print): _____

Title (Print): _____

Signature: _____

SCHEDULE

The project schedule will be discussed and mutually agreed upon by the City and ISG, as further project details are developed.

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Anticipated reimbursable expenses such as travel time, mileage expenses, and printing costs are included.

Item	Cost
Data Review + System Assessment + PER	\$25,000
Optional: Sanitary Sewer GIS Layer Development	\$4,100

ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible in meeting the requirements of this project. Upon request, ISG can provide a subsequent proposal to assist with additional professional design and construction phase services needed to support this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Holstein. Upon acceptance, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative experience, and timely delivery.

Sincerely,

Tom Grafft

Water/Wastewater Group Leader

RESOLUTION NO. 25-55

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR
TO EXECUTE A WATERLINE EASEMENT BETWEEN THE DESSEL-SCHMIDT
POST #225 OF THE AMERICAN LEGION AND THE CITY OF HOLSTEIN FOR
125 N MAIN PARK**

WHEREAS, the City of Holstein, Iowa, and the Dessel-Schmidt Post #225 of the American Legion desire to enter into a Waterline Easement to provide water service for the purpose of watering plants and landscaping at 125 N Main Park; and

WHEREAS, the City Council finds it in the best interest of the City to authorize execution of said Easement to support the maintenance and beautification of City park property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holstein, Iowa:

The Mayor, Kathy Breyfogle, and City Administrator, Tamara Nuckolls, are hereby authorized to sign and execute the attached Waterline Easement between the Dessel-Schmidt Post #225 of the American Legion and the City of Holstein for the watering of plants at 125 N Main Park.

Motion by _____ and seconded by _____.

Council Member	Aye	Nay	Absent	Abstain
Terri Schimmer				
Bonnie Stevenson				
Marcus Prell				
Christine Wiese				
Jamison Voss				

Approved and adopted this ____ day of _____, 2025.

Kathy Breyfogle, Mayor

ATTEST:

Tamara Nuckolls, City Administrator

Prepared by and Return to: Thaddeus Cosgrove, Cosgrove Law Firm, 102 N. Main, Holstein, IA 51025

WATERLINE EASEMENT

KNOW BY ALL MEN BY THESE PRESENT THAT:

1. The Dessel-Schmidt Post #225 of the American Legion (hereinafter referred to as "Legion"), owns property located at 121 N. Main Street, Holstein, Iowa, legal described as follows:

Lot Two (2), Block Four (4), Town of Holstein, Ida County, Iowa, and the Fractional South Part of Lot 1, Block Four (4), Town of Holstein, Ida County, Iowa, more specifically described as follows, to-wit: Beginning at the Southeast Corner of said Lot One (1), Block Four (4), thence North 24.1 Feet; thence West parallel with the South line of said Lot One (1), Block Four (4), 100 Feet; thence North 1.1 Feet; thence West parallel with the South line of Lot One (1), Block Four (4), to the North line of said Lot One (1), Block Four (4); thence Southwest on the North line of said Lot, 1.4 Feet; thence South 24.1 Feet which point is the Southwest Corner of said Lot; thence East 150 Feet to the point of beginning.

2. The above referenced real estate is located in the City of Holstein, Ida County, Iowa

3. The City of Holstein (hereinafter referred to as "City"), has obtained, at its own cost, a waterline (hereinafter referred to as "waterline") to provide water service from the north exterior side of the Legion's real estate referred to above. Said waterline is solely for the benefit of the City which owns the real estate immediately adjacent thereto, to the north side of the above referenced property described as follows:

All of Lot 1 in Block 4, in the City of Holstein, Ida County, Iowa, excepting therefrom the fractional part of said Lot 1, more particularly described as follows: Beginning at the Southeast Corner of said Lot 1; thence North 24.1 feet, thence West parallel with the South line of said Lot 1 for a distance of 100 feet; thence North 1.1

feet; thence West parallel with the South line of said Lot 1 to the North diagonal line of said Lot 1, thence Southwest along the North line of said Lot 1 for a distance of 1.4 feet; thence South 24.1 feet, which point is the Southwest Corner of said Lot 1; thence East 150 feet to the point of beginning (said excepted tract being the portion of the South side of said Lot 1 in Block 4 heretofore conveyed to Albert A Fritz, as shown by Deed record, Book S, Page 554, in the office of the County Recorder of Ida County, Iowa.)

4. The City desires to obtain, and Legion is willing to grant the City, a non-exclusive easement for ingress and egress to the waterline, and further the City shall have the right to enter, travel across and otherwise occupy that portion of the real estate owned by the Legion referred to above, solely for the purposes of using, servicing and maintaining the waterline.

5. To the extent this is an easement, said easement is not a public easement.

6. The Legion therefore grants to the City, its successors and assigns, an easement for the unlimited use of taking water from the waterline running through the Legion's property, servicing the City's property described above.

7. The City shall be responsible for all costs of water obtained through the waterline easement.

8. The aforementioned easement shall be perpetual and permanent in nature.

9. Notwithstanding any provision to the contrary, said easement is not a public easement.

10. Neither party shall construct, build or erect any structure, wall, fence, or other obstacle which blocks or otherwise impedes or interferes with either party's free and unobstructed use of the easement tract.

11. The parties hereby agree they shall keep the easement tract free from all obstructions.

12. Each party shall be responsible for the repair and maintenance of the easement tract (waterline) which is attributable to their use thereof.

13. The terms, provisions and covenants of the easement shall attach to and run with the land, both the dominant estate and the servient estate, and it shall be binding upon the heirs, successors and assigns of the respective parties hereto.

14. Any sale, gift, conveyance, transfer or other disposition of the above-described easement tract(s) and/or the above-described property adjacent to said easement tract(s) by any of the parties hereto shall be subject to this easement agreement.

15. Any change or modification of this Easement may be obtained only by the written consent of the parties hereto, their heirs, successors and assigns.

16. In the event of any action or proceeding relating to this easement, the successful party shall be entitled to receive reasonable attorney fees and costs as provided by law.

17. The parties agree to indemnify and hold each other harmless from and against all claims, causes of action, damages, loss, costs, expenses, penalties, fines, lawsuits, or liabilities arising out of or in any manner connected with any act or omission of either party hereto in association with the use or exercise of this easement. This indemnity shall survive the cessation, termination, abandonment, or expiration of this easement.

18. As further consideration for the easement, the City hereby grants and authorizes the Legion to locate the external portion of their air conditioning units, hanging on or placed on stands, along the north wall of the Legion's real estate referred to above, a portion of which extends over the City property. Additionally, the City shall allow the Legion to locate its garbage dumpsters on the City property, more particularly, the west end thereof.

19. The Legion shall be responsible for all costs associated with the care, use, maintenance and repair of the air conditioning units, and any garbage disposal dumpsters.

20. The provisions of indemnity referred to above shall be applicable to any and all claims, cause of actions, damages, loss, costs, expenses from indemnification as set forth in paragraph 17 above.

21. Any change or modification of this agreement may be obtained only by the written consent of the parties hereto, their representatives, successors and/or assigns.

Executed this _____ day of _____, 2025.

BY: Keith Olson, Commander of the Dessel-
Schmidt Post #225 of the American Legion

BY: Tammy Nuckolls, City Administrator,
City of Holstein

STATE OF IOWA)
COUNTY OF IOWA) SS

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Keith Olson, Commander of the Dessel-Schmidt Post #225 of the American Legion, to me known to be the identical person(s) named in and who executed the foregoing Easement and acknowledged that he executed the same as his voluntary act and deed.

Notary Public
In and For Said County and State

STATE OF IOWA)
COUNTY OF IOWA) SS

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tammy Nuckolls, City Administrator of the City of Holstein, to me known to be the identical person(s) named in and who executed the foregoing Easement and acknowledged that she executed the same as her voluntary act and deed.

Notary Public
In and For Said County and State

RESOLUTION NO. 25-56

A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN LINDA M. KLOTZ AND STEVEN E. KLOTZ AND THE CITY OF HOLSTEIN

WHEREAS, the City of Holstein, Iowa, and Linda M. Klotz and Steven E. Klotz, wife and husband, desire to enter into a Development Agreement for the transfer and development of certain real estate located in Ida County, Iowa, legally described as follows:

Lot 3, East Ridge 2nd Addition to Holstein, Ida County, Iowa,
containing 0.39 acres and subject to all easements of record;

and

WHEREAS, the purpose of this Agreement is to facilitate the development and construction of a single-family residence on said property; and

WHEREAS, the City Council finds it to be in the best interest of the City to authorize execution of this Development Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holstein, Iowa:

The Mayor, Kathy Breyfogle, and City Administrator, Tamara Nuckolls, are hereby authorized to sign and execute the attached Development Agreement between Linda M. Klotz and Steven E. Klotz and the City of Holstein.

Motion by _____ and seconded by _____.

Council Member	Aye	Nay	Absent	Abstain
Marcus Prell				
Christine Weise				
Terri Schimmer				
Bonnie Stevenson				
Jamison Voss				

Approved and adopted this ____ day of _____, 2025.

Kathy Breyfogle, Mayor

ATTEST:

Tamara Nuckolls, City Administrator

DEVELOPMENT AGREEMENT

KLOTZ PROJECT

This Development Agreement (the "**Agreement**") made this day ____ of _____, 2025 (the "**Effective Date**") by and between the *City of Holstein, Iowa* (the "**City**") and *Linda M. Klotz and Steven E. Klotz*, wife and husband (the "**Developer**").

WITNESSETH:

WHEREAS, the City owns certain property located in Ida County, Iowa, legally described as follows: (the "**Property**")

Lot 3, East Ridge 2nd Addition to Holstein, Ida County, Iowa

Tract contains 0.39 acres and is subject to all easements of record (the "**Property**").

WHEREAS, Developer and City are negotiating a transfer of Property from City to Developer for the purpose of Developer's completion of a proposed development project upon the Property including the activities and other obligations to be performed and accomplished as described in this Agreement (including the Scope of Work) (the "**Project**");

WHEREAS, the Developer, upon transfer of the Property to Developer, agrees to accept and comply with the terms and conditions as set forth in this Agreement;

WHEREAS, the Developer is willing to cause certain building improvements and repairs as described herein to be made to the Property (the "**Minimum Improvements**");

WHEREAS, the parties desire to memorialize their understandings with respect to the foregoing Project and other matters related to the Project;

WHEREAS, but not for the Developer entering into this Agreement, the City would not transfer the Property to the Developer;

WHEREAS, the City believes that the development of the Property is in the vital and best interests of the City and is in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows.

ARTICLE I

CONDITION, PREPARATION AND TRANSFER OF THE PROPERTY

Section 1.1. Condition of Property. By execution of this Agreement, the Developer agrees to accept the Property "AS IS" and in its present condition and, for itself and its successors and assigns, does hereby waive and relinquish any claim it might otherwise have against the City by reason of the condition of the Property, the suitability of the Property for the Developer's intended purposes and any defect or hazardous substance or environmental contamination located in or on the Property.

Section 1.2. No Work to be Performed by City. Developer acknowledges that Developer shall be responsible for all site preparation and construction of the Minimum Improvements on the Property and that no site preparation work or construction shall be required of the City except as otherwise set forth in this Agreement.

Section 1.3. Purchase Price. Subject to all of the terms, covenants and conditions of this Agreement, the City will sell the Property to the Developer for, and the Developer will purchase the Property from the City and pay therefore, a purchase price equal to the sum Fourteen Thousand Five Hundred and 00/100 Dollars (\$14,500.00). (the "**Purchase Price**"). BUYER shall receive a credit toward the Purchase Price of Nine Thousand Seven Hundred Sixty-five and 95/100 Dollars (\$9,765.95).

Section 1.4. Form of Deed. The City shall convey title to the Property to the Developer by City Deed in recordable form, free and clear of all liens and encumbrances. Title conveyed to the Developer shall, however, be subject to all easements and restrictions of record, and to all of the conditions, covenants and restrictions contained in this Agreement.

Section 1.5. Abstract of Title. The City shall provide all available abstracts of title held in the City's possession to the Developer within thirty (30) days subsequent to the City's execution of this Agreement. This abstract shall become the property of the Developer at the time of delivery of the deed. Developer shall have until the Closing Date to make any objections to the title to the Property. In the event that, despite City's best efforts, the City is unable to address the title objections to Developer's reasonable satisfaction within a reasonable time following notice thereof, Developer shall have the right to terminate this Agreement and any payments made pursuant to this Agreement from Developer to City shall be returned to Developer and Developer shall return the abstract to the City and neither party shall have any further obligation hereunder.

Section 1.6. Tax and Assessments. Any outstanding property taxes attributable to the period of City ownership of the Property and any outstanding taxes from prior years shall be the responsibility of the City. The City shall pay all special assessments on the Property which have been certified to the County Treasurer for collection prior to Closing. The City may, in its sole discretion, satisfy its tax obligations by a deduction for the amount of such taxes and assessments from the Purchase Price.

Section 1.7. Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Property to the Developer on a date as the parties hereto may mutually agree in writing (the "**Closing Date**"). Conveyance of the Deed shall be made at the principal

office of the City on the Closing Date and the Developer shall accept such conveyance and pay to the City at such time and place the Purchase Price in immediately available funds.

Section 1.8. Conditions Precedent to Transfer. Possession of the Property shall not be delivered until each of the following conditions precedent have been satisfied:

(a) The Developer shall be in material compliance with all the terms and provisions of this Agreement and any purchase agreement entered by the parties;

(b) The Developer shall have executed all additional documents reasonably required by the City to effectuate the terms of this Agreement or other agreements contemplated herein.

(c) The completion and satisfaction of certain separate City Council actions and all required legal proceedings relating to the transactions proposed herein

ARTICLE II CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 2.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Property in conformance with the construction plans submitted to the City by Developer (the “**Construction Plans**”). The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans. For purposes of this Agreement, the Minimum Improvements shall include but shall not be limited to the repairs specifically listed on Exhibit “A” attached hereto and made a part hereof by this reference (the “**Scope of Work**”). Notwithstanding anything to the contrary in this Agreement, in no event may Developer encumber or permit any lien to be filed against the Property.

Section 2.2. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be in conformity with all applicable state and local laws and regulations. Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, any provision of applicable federal, State and local laws, or ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default. Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 2.3 Project Completion Period. The Developer shall cause construction of the Minimum Improvements and all other necessary aspect of the Project to be completed in phases, but in no event shall the construction be completed later than as contemplated in this Section 2.3.

(a) The completion of the work as contemplated in the Scope of Work, shall be completed no later than two (2) years from the Closing Date.

**ARTICLE III
GRANT FUNDING**

[INTENTIONALLY OMITTED]

**ARTICLE IV
ECONOMIC DEVELOPMENT GRANT**

[INTENTIONALLY OMITTED]

**ARTICLE V
COVENANTS**

Section 5.1. Covenants of the Developer. The Developer agrees with the City as follows:

(a) The Developer will maintain, preserve and keep the Property, including but not limited to the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions. Developer shall not commit waste or damage upon the Property

(b) The Developer shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of Minimum Improvements and the Property.

(c) The Developer will comply with all applicable land development laws and City ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of the Developer.

(d) The Developer agrees during construction of the Minimum Improvements and thereafter until the completion of construction, to maintain builder's risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in an amount not less than the full insurable value of the Property, and such amount as is customarily carried by like organizations engaged in activities of comparable size and liability exposure, with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request. Developer shall name the City as mortgagee and/or an additional loss payee.

(e) Developer shall restrict, or cause to be restricted, the following commercial activities from doing business at the Property:

(A) Adult entertainment or sexually-oriented businesses;

- (B) Tattoo parlors;
- (C) Smoke shops, vape shops, or headshops;
- (D) Storage facilities; or
- (E) Recycling businesses.

The provisions of this Article shall survive the termination of this Agreement.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Section 6.1. The Developer makes the following representations and warranties:

(a) The Developer is a married couple who are residents of the State of Iowa, and Developer has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(b) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, or other laws relating to or affecting creditors' rights generally.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, any other agreements or obligations of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

(d) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

(e) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement and all local, State and federal laws and regulations, except for approved variances necessary to construct the Minimum Improvements contemplated in this Agreement and the Construction Plans.

(f) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

(g) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

(h) Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City (except those persons already disclosed to the City in writing) who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

ARTICLE VII INDEMNIFICATION

Section 7.1. Release and Indemnification Covenants.

(a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (the "**Indemnified Parties**") from, covenant and agree that the Indemnified Parties shall not be liable for, and agree to indemnify, defend and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Property.

(b) Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the City to enforce its rights under this Agreement), (ii) the condition of the Property and the construction, installation and operation of the Minimum Improvements on the

Property; or (iii) any hazardous substance or environmental contamination located in or on the Property.

(c) The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

(e) The provisions of this Article shall survive the termination of this Agreement.

ARTICLE VIII ASSIGNMENT OR TRANSFER

Section 8.1. Status of the Developer; No Transfer or Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not dispose of all or substantially all of its property, or assign, participate, or otherwise act in such manner as to convey to any third party any interest in this Agreement to any other party unless: (a) the transferee, partnership, corporation, limited liability company or individual assumes in writing all of the obligations of the Developer under this Agreement; and (b) the City consents thereto in writing in advance thereof.

Section 8.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Developer's interest in the Property or Minimum Improvements shall be assigned or in any way transferred to a non-profit entity or used for a purpose that would exempt said Property from property tax liability. During the term of this Agreement, Developer agrees not to allow any portion of the Property to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE IX DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

(b) Transfer of any interest (either directly or indirectly) in this Agreement or Property in violation of the provisions of this Agreement;

(c) Failure by the Developer to timely pay (before delinquency) any ad valorem taxes levied on the Property and Minimum Improvements;

(d) The holder of any security interest in the Minimum Improvements owned by Developer, or any portion thereof, commences foreclosure proceedings on any part of the Minimum Improvements as a result of any default by Developer under the applicable security documents;

(e) Failure by the Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

(f) If the Developer does or allows any of the following:

(A) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

(B) makes an assignment for the benefit of its creditors; or

(C) admits in writing its inability to pay its debts generally as they become due; or

(D) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

(E) ceases to be corporation in good standing in its state of incorporation;

(g) Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certificate furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof; or

- (h) Any mechanics lien is filed upon any part of the Property.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections (e), (f) or (g) of said Section 9.1) the giving of thirty (30) days written notice by the City to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

(a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by a reasonable person, that the Developer will cure its default and continue its performance under this Agreement;

(b) The City may terminate this Agreement;

(c) The City shall be entitled to recover, and the Developer shall pay to the City, an amount equal to the sum of any payments made to Developer under this Agreement, and the City may take any action, including any legal action, it considers necessary or desirable to recover such amount from the Developer; or

(d) The City may take any other action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 9.3 Option to Repurchase. If Developer fails to commence construction of the Minimum Improvements within one (1) year of acquiring title to the Property subject to this Agreement, or fails to cure a default as set forth in Section 9.1 herein, City is given and granted the option to repurchase the Property for the sum of One and 00/100 Dollars (\$1.00) upon written notice to Developer exercisable at any time one (1) year after acquiring title to the Property subject to this Agreement and prior to commencement of construction of the Minimum Improvements or failure to cure a default as set forth in Section 9.1 herein. The purpose of the repurchase option is to guarantee that the Property will be promptly used for the purposes set forth in this Agreement. City may, in City's sole and absolute discretion, extend the period in which construction upon the Property must commence or waive a default. Any such extension or waiver shall be given in writing. If a written extension is granted and construction has not commenced on the Property by the end of the extended period, the option to repurchase granted by this Section 9.3 may be exercised at any time after the expiration of said extended period.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often

as may be deemed expedient.

Section 9.5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.6. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE X MISCELLANEOUS

Section 10.1. Term of Agreement. Developer, and Developer's successors and assigns, agree to continue to comply with the terms of this Agreement until terminated by the City or otherwise by operation of law.

Section 10.2. Notices. Any notice, demand, or other communication under this Agreement by either party to the other shall be effective upon receipt or refusal of receipt to the following addresses:

- (a) in the case of Developer, is addressed or delivered personally to Developer
at:

Linda Klotz and Steven Klotz
5449 120th St.
Holstein, IA 51025

- (b) in the case of the City, is addressed to or delivered personally to the City at:

City of Holstein
Attn: Tammy Nuckolls, City Clerk
119 S. Main Street
PO Box 500
Holstein, IA 51024

Any party may change the address for notices to be delivered to it, and copies thereof to any address other than a post office box by serving not less than ten (10) days prior written notice to the other party in accordance with the provisions contained in this paragraph.

Section 10.3. Governing Law. The parties intend that this Agreement and the relationship

of the parties shall be governed by the laws of the State of Iowa applicable to contracts wholly to be performed therein. The parties agree that any action, suit or proceeding based upon any matter, claim or controversy arising hereunder or relating hereto shall be brought solely in the state or federal courts serving Ida County, Iowa. The parties irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum.

Section 10.4. Entire Agreement. This Agreement and exhibits attached, along with any incorporated materials, constitute the entire agreement of the parties and supersedes all prior offers, agreements, arrangements and contracts, whether oral or written, concerning the subject matter hereof.

Section 10.5. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby and the parties shall thereupon amend this Agreement to legally and most closely embody the spirit and intent of the invalid provisions.

Section 10.6. Performance by City. Developer acknowledges and agrees that all of the obligations of the City under this Agreement shall be subject to, and performed by the City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with the City's lawful authority.

Section 10.7. No Third Party Beneficiaries. No rights or privileges of any party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

Section 10.8. Interpretation. Article and Section headings are for convenience of reference only and are in no way intended to interpret, define or limit the scope or content of this Agreement or any provision hereof and shall be given no legal effect in the interpretation of this Agreement. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the City and Developer and their respective attorneys, have contributed substantially and materially to the preparation of each and every provision of this Agreement.

Section 10.9. Amendment; Waiver. This Agreement may not be amended, waived or modified in any respect unless the same shall be in writing and signed by all parties. No waiver by a party of any default by another party shall constitute a waiver of any other breach or default by another party, whether of the same or any other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give another party any contractual right by custom, estoppel, or otherwise.

Section 10.10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the City and Developer and their affiliates, and their respective transferees,

permitted successors, and assigns, including all covenants and conditions contained in this Agreement.

Section 10.11. Agreement. The parties may agree to file of record a Memorandum of Development Agreement in a form and content to be mutually agreed upon by the parties. If no such memorandum can be mutually agreed upon, then this Agreement may be recorded in its entirety.

Dated as of the Effective Date.

CITY OF HOLSTEIN, IOWA

ATTEST:

Kathy Breyfogle, Mayor

Tammy Nuckolls, City Clerk

STATE OF IOWA)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2025, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally appeared Kathy Breyfogle, Mayor of the City of Holstein, Iowa, and Tammy Nuckolls, City Clerk of said City, each being to me personally known to be the identical persons and officers named in the foregoing instrument, who executed the same under and by virtue of the authority vested in them by the City Council of said City, and each for herself acknowledged the execution thereof to be her voluntary act and deed for the purposes herein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at _____, Iowa, the day and year last above written.

(SEAL)

NOTARY PUBLIC

Dated as of the Effective Date.

LINDA M. KLOTZ & STEVEN E. KLOTZ

Linda M. Klotz

Steven E. Klotz

STATE OF IOWA, COUNTY OF _____;

This record was acknowledged before me on this ____ day of _____, 2025, by
Linda M. Klotz and Steven E. Klotz, wife and husband, Developer.

(SEAL)

NOTARY PUBLIC

EXHIBIT "A"
SCOPE OF WORK

1. Construction of a single-family residence.

RESOLUTION NO. 25-57

A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT BETWEEN LINDA M. KLOTZ AND STEVEN E. KLOTZ AND THE CITY OF HOLSTEIN

WHEREAS, the City of Holstein, Iowa, and Linda M. Klotz and Steven E. Klotz, wife and husband, desire to enter into a Real Estate Purchase Agreement for the sale and transfer of certain real estate located in Ida County, Iowa, legally described as follows:

Lot 3, East Ridge 2nd Addition to Holstein, Ida County, Iowa,
containing 0.39 acres and subject to all easements of record;

and

WHEREAS, the City Council finds it to be in the best interest of the city to authorize execution of this Real Estate Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holstein, Iowa:

The Mayor, Kathy Breyfogle, and City Administrator, Tamara Nuckolls, are hereby authorized to sign and execute the attached Real Estate Purchase Agreement between Linda M. Klotz and Steven E. Klotz and the City of Holstein.

Motion by _____ and seconded by _____.

Council Member	Aye	Nay	Absent	Abstain
Marcus Prell				
Christine Wiese				
Jamison Voss				
Terri Schimmer				
Bonnie Stevenson				

Approved and adopted this ____ day of _____, 2025.

Kathy Breyfogle, Mayor

ATTEST:

Tamara Nuckolls, City Administrator

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "**Agreement**") is made and entered into as of this ____ day of _____, 2025, by and between the *City of Holstein, Iowa*, an Iowa municipal corporation (the "**SELLER**") and *Linda M. Klotz and Steven E. Klotz*, wife and husband (the "**BUYER**").

BUYER hereby offers to buy, and SELLER by their acceptance agrees to sell the real property situated in Ida County, Iowa, legally described as:

Lot 3, East Ridge 2nd Addition to Holstein, Ida County, Iowa

Tract contains 0.39 acres and is subject to all easements of record (the "**Property**"),

together with any easements and appurtenant servient estates, but subject to any easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any (the "**Property**"), upon the following terms and conditions.

1. **PURCHASE PRICE.** The Purchase Price shall be Fourteen Thousand Five Hundred and 00/100 Dollars (\$14,500.00). BUYER shall receive a credit toward the Purchase Price of Nine Thousand Seven Hundred Sixty-five and 95/100 Dollars (\$9,765.95). No earnest money is required with this offer. The balance of the Purchase Price shall be paid in cash at closing.
2. **DEVELOPMENT AGREEMENT.** As additional consideration and a condition precedent to closing, BUYER and SELLER hereby agree to contemporaneously execute the Development Agreement attached hereto as Exhibit "A".
3. **REAL ESTATE TAXES.** SELLER shall pay all unpaid real estate taxes payable in prior years. There shall be no tax proration. BUYER shall pay any subsequent real estate taxes.
4. **SPECIAL ASSESSMENTS.** SELLER shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by SELLER. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER. BUYER shall pay all other special assessments or installments not payable by SELLER.
5. **RISK OF LOSS AND INSURANCE.** SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and

receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

6. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to Buyers on _____, 2025, and any adjustments of rent, insurance, interest and all charges attributable to SELLER'S possession shall be made as of the date of possession. SELLER agrees to permit BUYER to inspect the Property within twenty-four (24) hours prior to closing to assure that the premises are in the condition required by this Agreement. This transaction shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at closing from BUYER under the Agreement.
7. **CLOSING COSTS.**
 - a. Seller shall pay the following closing costs: the cost of the preliminary abstract continuation; Seller's attorney fees.
 - b. Buyer will pay the following closing costs: the cost of a title opinion; any closing or escrow fee; the cost of the final abstract continuation; Buyer's attorney fees; all costs associated with obtaining any inspections which Buyer desires; and the filing fee payable to the Ida County Recorder for the filing of the deed.
8. **CONDITION OF PROPERTY.** The Property as of the date of this Agreement, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. BUYER acknowledges that the Property is being purchased "as-is" "where-is" with no warranties from SELLER, whether express or implied.
9. **ABSTRACT AND TITLE.** SELLER, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to BUYER'S attorney for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten (10) days written notice to the other party. The abstract shall become the property of BUYER when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees.
10. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLER shall pay the costs thereof. BUYER may, prior to closing, have the Property surveyed and certified by a registered land surveyor. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.
11. **ENVIRONMENTAL MATTERS.** SELLER warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which

require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER warrants to BUYER that there are no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed herein. BUYER may at their expense, within twenty-one (21) days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. However, in the event SELLER is required to expend any sum in excess of One Thousand and 00/100 Dollars (\$1,000.00) to remove any hazardous materials, substances, conditions or wastes, SELLER shall have the option to cancel this transaction and refund to BUYER all earnest money paid and declare this Agreement null and void. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER, subject to SELLER'S right to cancel this transaction as provided above.

12. **DEED.** Upon payment of the Purchase Price, SELLER, and SELLER'S spouse, if any, shall convey the Property to BUYER by city deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement.

13. **STATEMENT AS TO LIENS.** If Buyer intends to assume or take subject to a lien on the Property, SELLER shall furnish BUYER with a written statement prior to closing from the holder of such lien, showing the correct balance due.

14. **REMEDIES OF THE PARTIES.**

A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty (30) days written notice of intention to accelerate the payment of the entire balance because of BUYER'S default (during which thirty (30) days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to them.

C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

15. **NOTICE.** Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

16. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, neutral or other gender according to the context.
17. **CERTIFICATION.** BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.
18. **NO PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the Property.
19. **ACCEPTANCE.** When accepted, this Agreement shall become a binding contract.

Dated as of the Effective Date.
SELLER
CITY OF HOLSTEIN, IOWA

Dated as of the Effective Date.
BUYER

By: Kathy Breyfogle
Its: Mayor

ATTEST:

Linda M. Klotz

By: Tammy Nuckolls
Its: City Clerk

Steven E. Klotz

Address:
119 S. MAIN STREET
PO BOX 500
HOLSTEIN, IA 51024

Address :
5449 120th ST.
HOLSTEIN, IA 51025

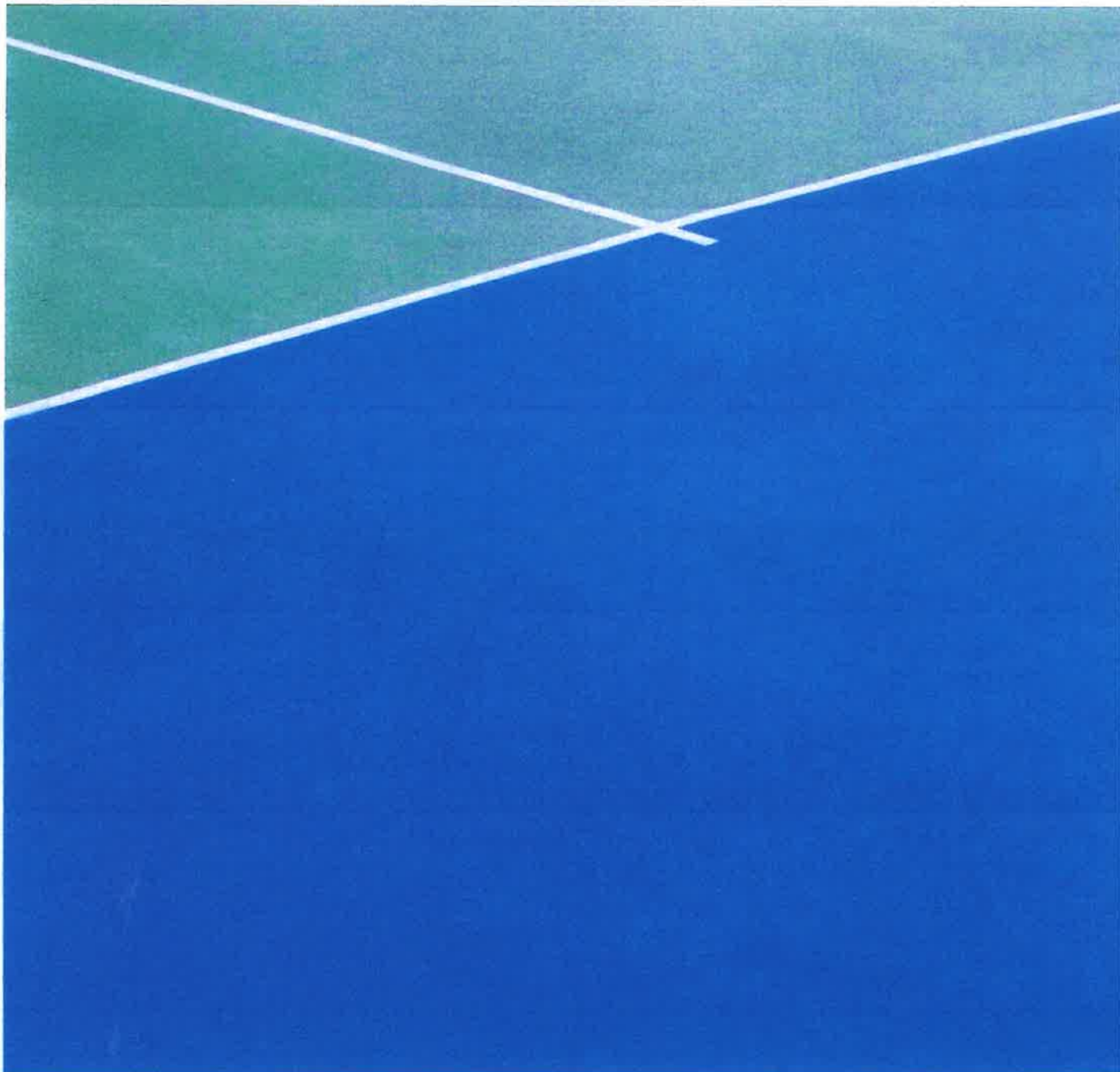
Telephone: __712-368-4898__

Telephone: _____

EXHIBIT "A"

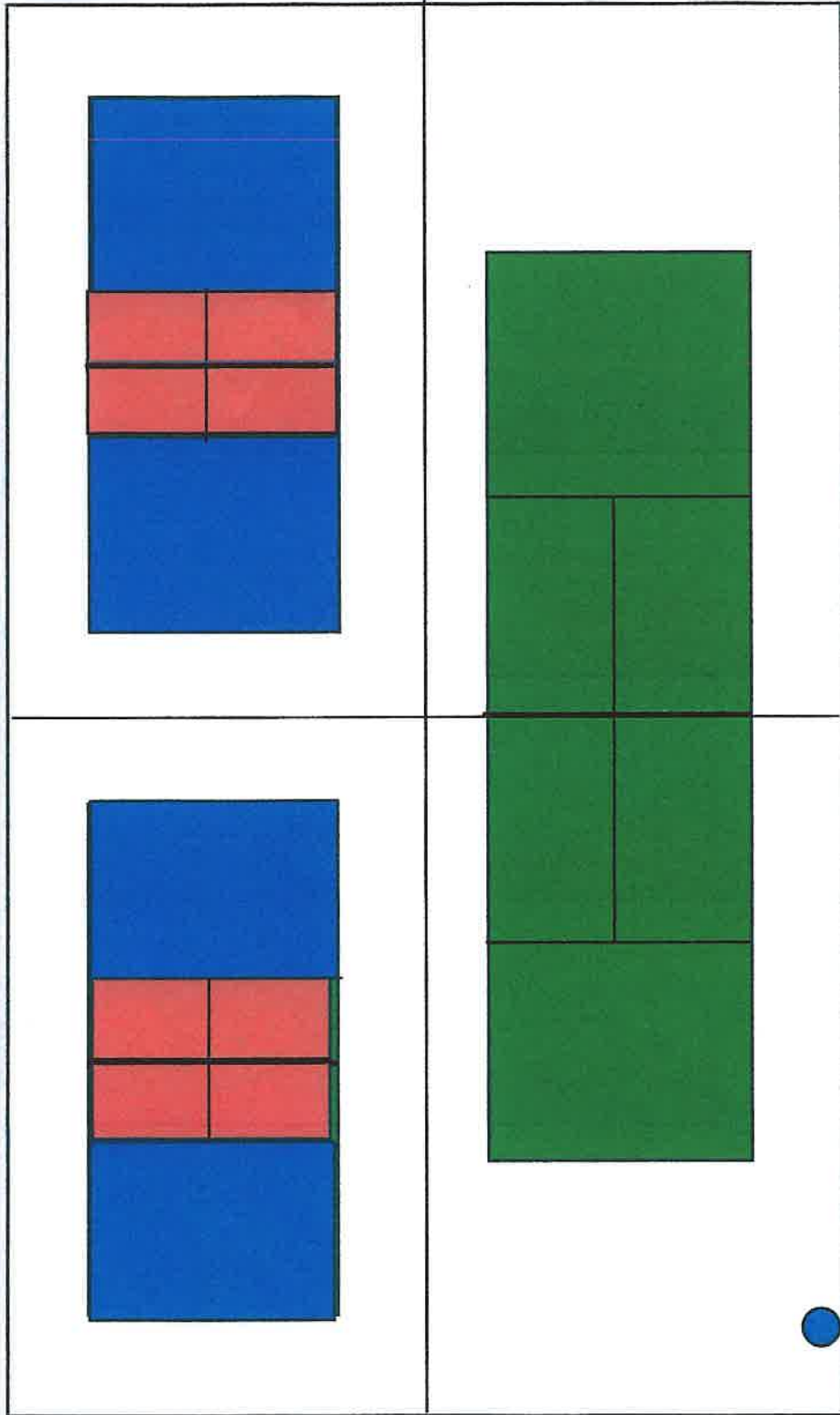
[ATTACH DEVELOPMENT AGREEMENT]

PICKLEBALL/TENNIS COURTS RENOVATION PROPOSAL OCTOBER 14, 2025



98'

120'



**PICKLEBALL/TENNIS COURT
RENOVATION PROPOSAL
ESTIMATED COST
OCTOBER 14, 2025**

Est. Cost

COLOR COAT TENNIS/PICKELBALL COURTS:

- Install NOVA Sports Color Coating System to one (1) tennis court and two (2) pickleball courts including sanding/filling cracks and painting all applicable lines. \$27,300

PICKLEBALL NET POST SYSTEM:

- Supply and install two (2) pickleball net post system including footings, sleeves, posts, and tie-down anchor. \$ 8,400
- Sub-total \$ 35,700

OPTIONS:

- 4' dividing fence between tennis court and pickleball courts and between pickleball courts with top pad \$ 5,500
- 9' wind screen south side \$ 2,700
- Pickleball paddle holder \$ 100
- Total \$ 44,000

**PICKLEBALL/TENNIS COURT
RENOVATION PROPOSAL
ESTIMATED COST
OCTOBER 14, 2025**

Est. Cost

COLOR COAT TENNIS/PICKELBALL COURTS:

- Install NOVA Sports Color Coating System to one (1) tennis court and two (2) pickleball courts including sanding/filling cracks and painting all applicable lines. \$27,300

PICKLEBALL NET POST SYSTEM:

- Supply and install two (2) pickleball net post system including footings, sleeves, posts, and tie-down anchor. \$ 8,400
- Sub-total \$ 35,700

OPTIONS:

- 4' dividing fence between tennis court and pickleball courts and between pickleball courts with top pad \$ 5,500
- 9' wind screen south side \$ 2,700
- Pickleball paddle holder \$ 100
- Total \$ 44,000

EMPLOYEE NAME: Scott

DATES	COURSE DESCRIPTION AND PURPOSE	CEU /TRAINING HOURS
11/18/205-11/20/2025	31st Annual Water / Wastewater Operator's Training Workshop	1.2
	TOTAL HOURS	

DATE	ESTIMATED COST	TOTAL MILEAGE
	MILEAGE	288
	HOTEL COST	141
	MEALS	50
	REGISTRATION FEES	295
	TOTAL ESTIMATED COST	

City Administrator for Approval: _____