

"Sailing Ahead" With the City of



"Where People Make the Difference"

CITY OF CLEAR LAKE

15 North 6th Street • P.O. Box 185 • Clear Lake, IA 50428
Phone (641) 357-5267 • Fax (641) 357-8711
www.cityofclearlake.com

Mayor
NELSON P.
CRABB

May 30, 2014

City
Administrator
SCOTT
FLORY

HONORABLE MAYOR & CITY COUNCIL MEMBERS:

The next meeting of the Clear Lake City Council is scheduled for Monday, **June 2, 2014**, at 6:30 p.m., in the Council Chambers, at City Hall. Please refer to the enclosed agenda for the items discussed below.

COUNCIL MEMBERS

DANA
BRANT
Ward 1

TONY J.
NELSON
Ward 2

JIM
BOEHNKE
Ward 3

MIKE
CALLANAN
At Large

GARY
HUGI
At Large

ITEM #6D. **S. 3rd Street Properties**. At its previous meeting, the Council set the date for a public hearing on the proposal to dispose of its interest, by sale, in 1115 and the north ½ of 1119 S. 3rd Street to Opportunity Village for the sum of \$40,000 for June 2nd. Public notice of the hearing was published in the newspaper on May 21st, as required by law. Opportunity Village would build a new residential dwelling on the roughly 85' x 130' parcel.

Smart Quote: "Joy is the simplest form of gratitude."-- Karl Barth, Swiss theologian

Scott Flory
City Administrator



TENTATIVE AGENDA
CLEAR LAKE CITY COUNCIL
CITY HALL – 15 N. 6TH STREET
MONDAY, JUNE 2, 2014
CITY HALL – COUNCIL CHAMBERS
6:30 P.M.

1. Call To Order by Mayor Nelson P. Crabb.
2. Approval of Agenda.
3. Consent Agenda:
 - A. Minutes – May 19, 2014
 - B. Approval of the bills & claims.
 - C. Licenses & Permits:
 - Liquor License: Class B Beer (Includes Wine Coolers), Class C Native Wine Permit with Outdoor Service, The Ladybug, (new); Class B Beer (BB) (Includes Wine Coolers) with Outdoor Service, Clear Lake Chamber of Commerce dba Clear Lake RAGBRAI, (new); Outdoor Service Area Request for July 23rd, Lakefront Tap.
 - Excavator's License: Larson Contracting, Lake Mills, (renewal).
 - Cigarette Permit: Fareway, (renewal).
4. Citizen's opportunity to address the Council on items not on the agenda:
 - In conformance with the City Council's Rules of Procedure, no action can occur on items presented during the Citizens Forum.
 - Please walk to the lectern, state your name (spell last name), address, and subject of your discussion.
 - Speakers are limited to a maximum of five (5) minutes per person.
5. Unfinished Business:
6. New Business:
 - A. Bicycle, Blues, & BBQ weekend Event – North Iowa Spin:
 - Review of request, Tim Putnam, North Iowa Spin.
 - **Motion** to approve **Resolution #14-42**, "A Resolution approving a street closing request for a competitive cycling road race."
 - Discussion and consideration of **Motion** by City Council.
 - **Motion** to approve **Resolution #14-43**, "A Resolution approving a street closing request for a competitive cycling criterium."
 - Discussion and consideration of **Motion** by City Council.

B. Report from RAGBRAI Committee:

- Update by Chairperson Diane Thompson.
- Questions and discussion by City Council.

C. 2014 Street Resurfacing Project:

- Project update and review of Pay Estimate #1, Mike Danburg, P.E., Yaggy Colby Associates
- **Motion** to approve Pay Estimate #1 by City Council.
- Discussion and consideration of **Motion** by City Council.

D. Sale of City-owned properties on S. 3rd Street (1115 & N ½ of 1119):

- Review by Scott Flory, City Administrator.
- Public Hearing.
- **Motion** to close public hearing.
- Discussion and consideration of **Motion** by City Council.
- **Motion** to approve **Resolution #14-44**, "A Resolution authorizing the sale and disposal of the City's interest in certain City-owned real property locally known as 1115 (including N ½ of 1119) S. 3rd Street, Clear Lake, IA, and owned by the City of Clear Lake, IA."
- Discussion and consideration of **Motion** by City Council.

E. Presentation from CLVFW for N. Lakeview Drive/Seawall Veterans' Memorial Project:

- Review of proposal, Gene Madsen.
- Discussion and questions by City Council.

7. Chief of Police's Report:

- Update on the City Hall/Police Department Renovation Project.

8. Mayor's Report:

9. Public Works Director's Report:

- Update on the Northwest Water Tower Improvement Project.

10. City Administrator's Report:

- Update on re-negotiation of Township Rural Fire Protection Agreements.
- Council committee review of proposed FY 15 salary adjustments.

11. City Attorney's Report:

12. Other Business:

13. Adjournment.

NEXT REGULAR MEETING – JUNE 16, 2014

RESOLUTION

WHEREAS, the North Iowa Touring Club (dba North Iowa Spin), in conjunction with the Clear Lake Parks and Recreation Department, is sponsoring a Bicycle, Blues and Barbeque weekend to be held the weekend of July 12 and 13, 2014; and

WHEREAS, as a part of said weekend there is a scheduled a bicycle time trial and a scheduled criterium to be held Saturday, July 12, 2014; and

WHEREAS, a permits for such events are being sought from the United States Cycling Federation; and

WHEREAS, the United States Cycling Federation requires written permission from the municipalities having jurisdiction of the course.

NOW, THEREFORE, permission is hereby granted by the City of Clear Lake, Iowa, to the North Iowa Touring Club and the Clear Lake Parks and Recreation Department to use North 8th Street (a/k/a Grouse Avenue) from US Highway 18 north to the City Limits from 6:30 a.m. to 9:00 a.m.; and 1st Ave. North between North Shore Drive and North 4th Street; North Shore Drive between 1st Ave. North and 2nd Ave. North; 2nd Ave. North between North Shore Drive and North Lake View Drive; North Lake View Drive between 2nd Ave. North and 4th Ave. North; 4th Ave. North between North Lake View Drive and North Shore Drive; North Shore Drive between 4th Ave. North and 3rd Ave. North; 3rd Ave. North between North Shore Drive and North 3rd Street; North 3rd Street between 3rd Ave. North and 2nd Ave. North; 2nd Ave. North between North 3rd Street and North 4th Street; and North 4th Street between 2nd Ave. North and 1st Ave. North from 10:00 a.m. to 7:00 p.m. Saturday, July 12, 2014, for the purpose of competitive cycling.

Dated this ____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

RESOLUTION

WHEREAS, the North Iowa Touring Club (dba North Iowa Spin), in conjunction with the Clear Lake Parks and Recreation Department, is sponsoring a Bicycle, Blues and Barbeque weekend to be held the weekend of July 12 and 13, 2014; and

WHEREAS, as a part of said weekend there is a scheduled bicycle road race to be held Sunday, July 14, 2014; and

WHEREAS, a permit for such event is being sought from the United States Cycling Federation; and

WHEREAS, the United States Cycling Federation requires written permission from the municipalities having jurisdiction of the course.

NOW, THEREFORE, permission is hereby granted by the City of Clear Lake, Iowa, to the North Iowa Touring Club and the Clear Lake Parks and Recreation Department to use South 8th Street/Grouse Avenue/Hwy 107 south of 17th Avenue, from 8:00 a.m. to 1:00 p.m. Sunday, July 13, 2014, for the purpose of a competitive cycling road race.

Dated this ____ day of _____, 2014.

Mayor

ATTEST:

City Clerk

City

May 29, 2014

Scott Flory, City Administrator
City of Clear Lake
15 North 6th Street
Clear Lake, Iowa 50428



**YAGGY
COLBY**

ASSOCIATES

ENGINEERS

LANDSCAPE
ARCHITECTS

SURVEYORS

PLANNERS

**RE: 2014 Street Resurfacing Project
Clear Lake, Iowa
PARTIAL PAYMENT CERTIFICATE NO. 1**

Dear Mr. Flory:

This is to verify that the contractor for the above project, Heartland Asphalt, Inc., has completed to the best of our knowledge, the work identified as complete in compliance with the contract documents.

Total Original Contract Amount	\$286,156.52
Total Contract Items Completed	\$38,901.35
Less Retainage (5%)	<u>\$1,945.07</u>
CURRENT AMOUNT DUE	\$36,956.28

Mason City

215 North Adams
Mason City, IA 50401
641.424.6344
641.424.0351 Fax

A tabulation of the contract work completed as of May 23, 2014 is enclosed.

It is recommended that the Contractor be paid the current amount due, \$36,956.28. This payment does not indicate final acceptance of the work.

Please do not hesitate to call if you have any questions.

Sincerely,

YAGGY COLBY ASSOCIATES

Michael L. Danburg, PE
Project Engineer

enclosures

TKM/jmm
12148/legal/paycert_1.doc

cc: Heartland Asphalt, Inc., Travis Tarr, 2601 South Federal Avenue, Mason City, Iowa 50401



Rochester
Minneapolis
Milwaukee

PARTIAL PAYMENT CERTIFICATE NO. 1
 2014 STREET RESURFACING PROJECT
 CLEAR LAKE, IOWA

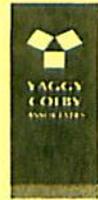


12148-13
 May 29, 2014

DIVISION I - GENERAL RESURFACING

NO.	ITEM	CONTRACT QUANTITY		UNIT	UNIT	AMOUNT
		QUANTITY	TO DATE		PRICE	TO DATE
1	Mobilization	1	0.25	LS	\$5,100.00	\$1,275.00
2	Traffic Control	1	0.25	LS	\$1,000.00	\$250.00
3	Removal of PCC Pavement or Driveway	105	27.00	SY	\$7.30	\$197.10
4	Removal of Curb & Gutter	671	312.00	LF	\$5.00	\$1,560.00
5	Removal of Sidewalk	440	162.00	SY	\$4.90	\$793.80
6	PCC Pavement or Drive, Class C, 6"	105	27.00	SY	\$49.05	\$1,324.35
7	BT Joint Bars	470	125.00	EA	\$5.50	\$687.50
8	Curb & Gutter, PCC, Class C	671	307.00	LF	\$28.22	\$8,663.54
9	Sidewalk, PCC, Class C, 4"	3030	1458.00	SF	\$5.87	\$8,558.46
10	Sidewalk, PCC, Class C, 6"	920	0.00	SF	\$9.60	\$0.00
11	Detectable Warning Panels	168	0.00	SF	\$40.00	\$0.00
12	Pavement Scarification	1875	0.00	SY	\$5.00	\$0.00
13	HMA Surface Mixture, 2"	7180	0.00	SY	\$8.20	\$0.00
14	HMA Leveling Mixture	690	0.00	SY	\$4.31	\$0.00
15	Storm Sewer, 15", RCP, Cl. 5	168	0.00	LF	\$40.00	\$0.00
16	C-1 Reducing Connection	1	0.00	EA	\$350.00	\$0.00
17	Intake, SW-501	2	0.00	EA	\$3,100.00	\$0.00
18	Special Backfill Material, Trench	25	0.00	TON	\$15.00	\$0.00
19	Fixture Adjustment, Manhole	1	0.00	EA	\$800.00	\$0.00
20	Fixture Adjustment, Valve Box	1	0.00	EA	\$100.00	\$0.00
21	Fixture Adjustment, Clean Out	2	0.00	EA	\$560.00	\$0.00
22	Turf Restoration	27	0.00	SQ	\$120.00	\$0.00
23	Aggregate Surfacing	24	0.00	TON	\$21.00	\$0.00
TOTAL PROJECT - DIVISION I						\$23,309.75

PARTIAL PAYMENT CERTIFICATE NO. 1
 2014 STREET RESURFACING PROJECT
 CLEAR LAKE, IOWA



12148-13
 May 29, 2014

DIVISION II - CRACK & SEAT

NO.	ITEM	QUANTITY		UNIT	UNIT	AMOUNT
		QUANTITY	TO DATE		PRICE	TO DATE
1	Mobilization	1	0.25	LS	\$5,000.00	\$1,250.00
2	Traffic Control	1	0.25	LS	\$1,500.00	\$375.00
3	Sawcut, Full Depth	1060	0.00	LF	\$4.00	\$0.00
4	Removal of PCC Pavement or Driveway	185	62.00	SY	\$7.30	\$452.60
5	Removal of Curb & Gutter	65	0.00	LF	\$5.00	\$0.00
6	Removal of Sidewalk	8	0.00	SY	\$4.90	\$0.00
7	PCC Pavement or Drive, Class C, 6"	185	0.00	SY	\$49.05	\$0.00
8	BT Joint Bars	45	0.00	EA	\$5.50	\$0.00
9	Curb & Gutter, PCC, Class C	65	0.00	LF	\$28.22	\$0.00
10	Sidewalk, PCC, Class C, 4"	50	0.00	SF	\$5.87	\$0.00
11	Sidewalk, PCC, Class C, 6"	20	0.00	SF	\$9.60	\$0.00
12	Detectable Warning Panels	10	0.00	SF	\$40.00	\$0.00
13	Pavement Scarification, ACC	270	0.00	SY	\$5.00	\$0.00
14	Pavement Scarification, PCC	355	0.00	SY	\$5.00	\$0.00
15	Cracking & Seating of PCC Pavement	4330	0.00	SY	\$1.56	\$0.00
16	HMA Partial Depth Patch	20	0.00	TON	\$130.50	\$0.00
17	Base, Cleaning & Preparation	4330	0.00	SY	\$0.28	\$0.00
18	HMA Base Mixture, 1-1/2"	4650	0.00	SY	\$6.21	\$0.00
19	HMA Surface Mixture, 1-1/2"	4650	0.00	SY	\$6.15	\$0.00
20	HMA Leveling Mixture	470	0.00	SY	\$4.31	\$0.00
21	Fixture Adjustment, Valve Box	2	0.00	EA	\$100.00	\$0.00
22	Fixture Adjustment, Manhole	7	0.00	EA	\$800.00	\$0.00
23	Fixture Adjustment, Intake	1	0.00	EA	\$1,250.00	\$0.00
24	Storm Sewer Intake SW-501	1	0.75	EA	\$3,100.00	\$2,325.00
25	Storm Sewer Intake, SW-512	1	1.50	EA	\$1,952.00	\$2,928.00
26	Storm Sewer Cleanout	1	1.00	EA	\$900.00	\$900.00
27	Storm Sewer, 12", HDPE	139	139.00	LF	\$39.00	\$5,421.00
28	Subdrain, 6"	26	26.00	LF	\$15.00	\$390.00
29	Connect to Ex. Intake	2	1.00	EA	\$500.00	\$500.00
30	Turf Restoration	25	0.00	SQ	\$120.00	\$0.00
31	Aggregate Surfacing	125	50.00	TON	\$21.00	\$1,050.00

TOTAL PROJECT -DIVISION II \$15,591.60

TOTAL PROJECT -DIVISION I & DIVISION II \$38,901.35

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE AND DISPOSAL OF THE CITY'S INTEREST IN CERTAIN
CITY-OWNED PROPERTY GENERALLY DESCRIBED AS 1115
& N ½ OF 1119 S. 3RD STREET CLEAR LAKE, IOWA

WHEREAS, a Resolution was adopted by the City Council of the City of Clear Lake, Iowa, on May 19, 2014, concerning the proposed sale of the City's right's title, and interest in and to the real property described as:

L2 & N ½ L3 AUD PL L 33 Serrines SUB L'S 1 & 4 GOVT L 5 13-96-22 EXC W 20', an official Plat in Cerro Gordo County, Iowa; also known as 1115 (including the north ½ of 1119) S. 3rd Street, Clear Lake, IA; and

WHEREAS, the resolution provided that notice of intention to sell and dispose of the real property be given by publication of a Public Notice, as required by law; and

WHEREAS, the resolution also provided for a public hearing on the proposed sale of the real property and such public hearing was set for June 2, 2014; and

WHEREAS, the City Council has determined that the sale and disposal of the real property to Opportunity Village, in accordance with the terms of the purchase agreement negotiated between the parties, will serve the public interest;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, IOWA, AS FOLLOWS:

1. The City of Clear Lake will dispose, sell, and convey its rights, title, and interest in and to the real property described in this resolution, public notice, and purchase agreement to Opportunity village for the sum of \$40,000.
2. The Mayor, City Clerk, and City Attorney are hereby authorized and empowered to prepare the deed and sign all necessary documents related to the disposal, sale, and conveyance.
3. Any Resolution, or part thereof, in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

PASSED, ADOPTED, and APPROVED this 2nd day of June, 2014.

Nelson P. Crabb, Mayor

Attest:

Jennifer Larsen, City Clerk

PURCHASE AGREEMENT
AND CITY'S OPTION TO REPURCHASE

THIS PURCHASE AGREEMENT AND CITY'S OPTION TO REPURCHASE ("Purchase Agreement") is made as of _____, 2014 between CITY OF CLEAR LAKE, a municipal corporation, ("City") and Opportunity Village ("Purchaser").

RECITALS

A. City is the owner of certain real property situated in Cerro Gordo County, Iowa, commonly known as: ("Property") which is zoned for residential use; and

B. The City wishes to sell and Purchaser wishes to purchase 1115 and the north ½ of 1119 S. 3rd Street (the "Property"), as described in the Legal Description attached as Exhibit "A" and incorporated herein by reference, to locate a residential dwelling; and

C. Purchaser has agreed to purchase the Property for the consideration provided and under the specific terms in this Purchase Agreement and subject to City's option to repurchase the Property under certain terms, also specified in this Purchase Agreement.

AGREEMENT

For good and valuable consideration as stated below, the parties agree as follows:

Section 1. Purchase and Escrow

1.01 Purchase Price. In accordance with and subject to all the terms, covenants and conditions of this Purchase Agreement, the City agrees to sell and the Purchaser agrees to purchase for construction of a residential dwelling, the Property for the sum of \$40,000 (the "Purchase Price").

1.02 Transaction Fees. City nor the Purchaser shall be liable for any real estate commissions or brokerage fees that may arise herefrom. The City and Purchaser each represent that neither has engaged any broker, agent or finder in connection with this transaction and agree to indemnify and hold harmless the other from liability from any broker or agent claiming a fee therefrom.

Section 2. Terms and Conditions

The City and Purchaser hereby agree to the following terms and conditions:

2.01 Deed. The City shall take all steps necessary for City Council approval for the execution of a Quit Claim deed to convey the Property from the City to Purchaser.

2.02 Pre-Development Work by City. The City shall complete installation of a new sanitary sewer service line to the Property, sidewalk removal and replacement, as well as tree removal from the Property. Curb cuts for driveways needed for the Property are expressly excluded from City responsibility and shall be the responsibility of Purchaser.

2.03 Condition of Site. The City shall deliver to Purchaser a rough graded, unimproved, buildable parcel.

2.04 City and other Governmental Agency Permits. Before commencement of construction or development of any buildings, structures, or other work of improvement upon the Property, the Purchaser shall, at its own expense, secure or cause to be secured any and all development approvals and permits, that may be required by the City or any other governmental agency affected by such construction, development or work. Commencement of construction is defined as having a signed contract with and mobilization of a contractor.

The City agrees to waive any building permit and water & sewer connection fees for the construction or development of any buildings, structures or other work of improvement upon the Property.

The Purchaser shall obtain building permits from the City for the construction or development of any buildings, structures or other work of improvement upon the Property within six (6) months after the Closing Date. Failure to obtain a building permit within six (6) months after the Closing Date shall trigger the City's option to repurchase the Property. A reasonable extension of time may be granted by the City to Purchaser.

2.05 Cost of Construction of Improvements. The cost of construction and development of the Property and constructing all improvements thereon shall be fully borne by the Purchaser.

2.06 Certificate of Completion. The Purchaser shall request and obtain a Certificate of Occupancy ("Certificate") from the City within eighteen (18) months from City's issuance of building permits for the construction or development of any buildings, structures or other work of improvement upon the

Site. A Certificate from the City shall be conclusive determination of satisfactory completion of construction as required by this Purchase Agreement.

2.07 Prohibition Against Transfer of Property and Assignment of Agreement. The qualifications and identify of the Purchaser are of unique and particular appreciation to the City and it is because of such qualifications and identity that the City has entered into this Purchase Agreement with the Purchaser. This Purchase Agreement may be terminated by the City prior to the Closing Date if there is any significant change in the ownership or control of the Purchaser.

After execution of this Purchase Agreement by the parties and prior to the issuance by the City of a Certificate of Occupancy ("Option to Repurchase Period"), the Purchaser shall not, except as expressly permitted by this Purchase Agreement, sell, transfer, convey, or assign the whole or any part of the Property without the prior written approval of the City. This prohibition shall not be deemed to prevent the granting of easements or permits to facilitate the development of the Property or to prohibit or restrict the leasing of any unit when said improvements are completed.

Section 3. Consideration for City's Option to Repurchase Property

3.01 Option to Repurchase. Purchaser hereby acknowledges consideration for the City's option to repurchase the Property. The City shall have the right, at its option, to repurchase the Property during the Option to Repurchase Period if:

- a. Purchaser fails to obtain building permits from the City for the construction of the improvements on the Property within six (6) months after the Closing Date, pursuant to Section 2.04 herein, without prior written consent for a reasonable extension of time granted by the City;
- b. Purchaser fails to obtain a Certificate from the City for the completion of the improvements on the Property within eighteen (18) months from City's issuance of building permits for said improvements, pursuant to Section 2.06 herein, without prior written consent for a reasonable extension of time granted by the City; or
- c. Purchaser sells, assigns, disposes or transfers, the whole or any portion of or any interest in the Property after execution of this Purchase Agreement by the parties and prior to the issuance by the City of a Certificate pursuant to Section 2.06 herein, without the prior written consent of the City.

To exercise its right to repurchase, the City shall pay to Purchaser in cash:

- a. The Purchase Price of the Property, plus
- b. The value of the fixed real estate improvements existing on the Property at the time of repurchase, based on a fair market appraisal.

The City's option to repurchase the Property shall terminate upon issuance of a Certificate of Completion from the City which shall be conclusive determination of satisfactory completion of construction of the improvements for the residential dwelling on the Property. A reasonable extension of time may be granted by the City to Purchaser if Purchaser has submitted an application to another governmental agency other than the City that is required to issue a certificate of completion of the improvements for the residential dwelling and Purchaser has submitted all required information and the governmental agency has not issued a required certificate of completion.

Section 4. Representations and Warranties. City warrants that it is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens, and other encumbrances, except as permitted in the Purchase Agreement. City shall convey title to the Property by Quit Claim Deed. City also warrants that it has not added or placed any prohibited substances or hazardous materials on the Property while it owned the Site. The City cannot make any representations concerning contaminants prior to its ownership. The Purchase Price of the Property being acquired in this transaction reflects the fair market value of the Property.

Performance of this Purchase Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location or grade of the Property and that no obligation other than those set forth herein will be recognized.

Section 5. Time of Essence

Time is of the essence for this Purchase Agreement. If the City's option to repurchase is not exercised in the manner provided in Section 3 before the expiration of the Option to Repurchase Period, City shall have no interest in the Property and the Option may not be revived by any subsequent payment or further action by City.

Section 6. Quitclaim Deed

If this Purchase Agreement is terminated, Purchaser agrees, if requested by City, to execute, acknowledge, and deliver a quitclaim deed to City with ten (10) business days after termination and to execute, acknowledge, and deliver any other documents required by any title company to remove the cloud of this option from the Site.

Section 7. Notices

All notices, demands, requests, exercises, and other communications under this Purchase Agreement by either party shall be in writing and:

a. sent by United States certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail, or

b. sent by nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or

City: City of Clear Lake
Attn: City Administrator
PO Box 185
Clear Lake, IA 50428

Purchaser: Opportunity Village
Attn: CEO

Clear Lake, IA

These addresses may be changed by written notice to the other party, provided that no notice of a change of address shall be effective until actual receipt of that notice.

Section 8. Transfer

Purchaser may not assign or transfer this Purchase Agreement and the rights under it without City's prior written consent.

Section 9. Litigation Costs

If any action or any other proceeding, including arbitration or action for declaratory relief, is brought for the interpretation or enforcement of the Purchase Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with this Purchase Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and other costs, in addition to any other relief to which the party may be entitled.

Section 10. Survival & Successors

If there is a contradiction between this Purchase Agreement and any other agreement between the parties, this Purchase Agreement shall control. This Purchase Agreement shall bind and inure to the benefit of the respective heirs,

personal representatives, successors, and assignees of the parties to this Purchase Agreement.

Section 11. Waivers

No waiver of any breach of any covenant or provision in this Purchase Agreement shall be deemed a waiver of any other covenant or provision in this Purchase Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

Section 12. Construction

Section headings are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Purchase Agreement. The singular form shall include the plural and vice versa. This Purchase Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

Section 13. Further Assurances

Whenever requested by the other party, each party shall execute, acknowledge, and deliver all further conveyances, agreements, confirmations, satisfactions, releases, power of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements covered by this Purchase Agreement, and to do all other acts and to execute, acknowledge and deliver all requested documents to carry out the intent and purpose of this Purchase Agreement.

Section 14. Third-Party Rights

Nothing in this Purchase Agreement, express or implied, is intended to confer on any person, other than the parties to this Purchase Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Purchase Agreement.

Section 15. Integration

This Purchase Agreement contains the entire agreement between the parties, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting the sale of Property and also the City's option to repurchase the Property.

Section 16. Counterparts

This Purchase Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

Section 17. Amendment

This Purchase Agreement may not be amended or altered except by a written instrument executed by City and Purchaser.

Section 18. Partial Invalidity

Any provision of this Purchase Agreement that is unenforceable or invalid or the inclusion of which would adversely affect the validity, legality, or enforceability of this Purchase Agreement shall be of no effect, but all the remaining provisions of this Purchase Agreement shall remain in full force.

Section 19. Exhibits

All attached exhibits are incorporated in this Purchase Agreement by reference.

Section 21. Authority of Parties

All persons executing this Purchase Agreement on behalf of any party to this Purchase Agreement warrant that they have the authority to execute this Purchase Agreement on behalf of that party.

Section 22. Governing Law

The validity, meaning and effect of this Purchase Agreement shall be determined in accordance with Iowa laws with venue in Cerro Gordo County.

The parties have executed this Purchase Agreement as of the date first above written.