

**CITY OF HAWARDEN  
REGULAR CITY COUNCIL MEETING AGENDA  
Hawarden City Hall – Council Chambers Room  
Wednesday, June 8, 2016 at 5:30 p.m.**

**Standard Agenda Items**

- 1a. Approval of May 25, 2016 Council Meeting Minutes.**
- 1b. Approval of June 8, 2016 Claims for Payment**
- 1c. Open business from the Community (limited to a maximum of 5 minutes per item).**
- 2a. Mayor's Report**
- 2b. Council Comments**
- 2c. Staff Reports/Discussion**

**Other Agenda Items**

- 3. Hospital Project Update – Jayson Pullman**
- 4. Approval of Resolution 2016-09 Proposing to Dispose of Real Estate and Publishing a Notice of Public Hearing regarding the sale of the following parcel:**

**Lots One (1) through Six (6) inclusive in Block Fifteen (15), Western Town Lot Company's First Addition to the Incorporated City of Hawarden, Sioux County, Iowa, and locally known as 704 Avenue K, tax parcel number 1902138001**

**Upcoming Council Meetings**

**June 22, 2016**

- 1. Public Hearing and potential sale of lot located at 704 Avenue K**
- 2. Consideration of proposals on City-owned lots located on Falcon Drive, Avenue I and Central Avenue**

# City of Hawarden

## Public Meeting Procedures

These Procedural rules are to provide for the orderly conduct of City business by the City Council, with the objective of providing for full, open and comprehensive debate of issues brought before the body for action in a forum open to the public, and which encourages citizens' awareness of City Council activities. These procedures do not increase or diminish the existing powers or authority of the Mayor or City Council members, but is intended merely to serve as a general set of guidelines to assist the governmental body in conducting City business.

### House Rules:

- No food or drink other than bottled water may be brought into the Council Chambers.
- Cell phones and pagers should be silenced in the Council Chambers.
- Signs and placards are not permitted in the Council Chambers.

### Citizens' Right To Be Heard:

It is the Council's goal that citizens resolve their complaints for service or regarding employees' performance at the staff level. However, it is recognized that citizens may from time to time believe it is necessary to speak to City Council on matters of concern. Accordingly, City Council expects any citizen to speak in a civil manner, with due respect for the decorum of the meeting, and with respect for all persons attending.

- No member of the public shall be heard until recognized by the presiding officer.
- Public comments will only be heard during the Public Comment portion of the meeting unless the issue is a Public Hearing.
- Speakers must stand at the dais and speak into the microphone, unless unable to do so, and state your name and address for the record.
- Any citizen requesting to speak shall limit himself or herself to matters of fact regarding the issue of concern.
- Comments should be limited to five (5) minutes unless prior approval by the presiding officer.
- If a representative is elected to speak for a group, the presiding officer may approve an increased time allotment.
- Personal attacks made publicly toward any citizen or city employee are not allowed. Citizens are encouraged to bring their complaints regarding employee performance through the supervisory chain of command in accordance with the City's Personnel policies.
- Any member of the public interrupting City Council proceedings, approaching the dais without permission, otherwise creating a disturbance, or failing to abide by these rules of procedure in addressing the City Council, shall be deemed to have disrupted a public meeting and, at the direction of the presiding officer, shall be removed from the Council Chambers by Police Department personnel or other agent designated by the City Council or City Administrator.

**UNAPPROVED MINUTES REGULAR CITY COUNCIL MEETING  
HAWARDEN CITY HALL - COUNCIL CHAMBERS ROOM  
Wednesday, May 25, 2016 at 5:30 p.m.**

The Council Meeting was called to order at 5:33 p.m.

Present: Council Members: Olson, Kurth, Allen, Feldhacker

Absent: Mayor Porter; Council Member Harvey

Staff Present: Gary W. Tucker, City Administrator/City Clerk; Tom Kane, Public Works Director;  
Jim Pickner, City Attorney

Staff Absent: Mike DeBruin, Chief of Police

**Standard Agenda Items**

**1a. Approval of May 11, 2016 Regular Council Meeting Minutes.** Moved by Allen/Feldhacker to approve May 11, 2016 Regular Council Meeting Minutes. Motion carried 4-0.

**1b. Approval of Claims for payment.** Moved by Kurth/Feldhacker to approve the Claims for Payment. Motion carried 4-0.

**1c. No Open Business from the Community.**

**2a. No Mayor's Report was given.**

**2b. Council Comments were given.**

**2c. Staff Reports were given.**

**Other Agenda Items**

**Item 3. Hospital Project Update was given.** Jayson Pullman was present & gave an update.

**Item 4. Approval of Res. 2016-07 Approving Kriz-Davis Co. Bid & Expenditure of Funds for Highway 10 Street Lighting Project.** Moved by Kurth/Allen to approve. Aye: Kurth, Feldhacker, Allen, Olson. Nay: None. Motion carried 4-0.

**Item 5. a. Public Hearing for FY2015-2016 Budget Amendment.**

**b. Res. 2016-08 Approval of FY2015-2016 Budget Amendment.** Moved by Allen/Kurth to approve. Aye: Olson, Feldhacker, Allen, Kurth. Motion carried 4-0.

**Item 6. Council consideration of proposals for the purchase of Lots One (1) through Six (6) inclusive in Block Fifteen (15), Western Town Lot Company's First Addition to the Incorporated City of Hawarden, Sioux County, Iowa, and locally known as 704 Avenue K and directions to staff on further action.** Moved by Kurth/Allen to move forward with Mike Miller proposal. Motion carried 4-0.

**Item 7. Council consideration of the potential sale of city-owned lot with legal description of L15 N22.46' x L16 BLK 1 ZWART ADD locally known as 1503 Falcon Drive and direction to staff on further action.** Moved by Kurth/Allen to advertise all of the City-owned lots for sale. Motion carried 4-0.

The next regular City Council Meeting will be Wednesday, June 8, 2016.

Moved by Allen/Feldhacker to adjourn the meeting. Motion carried 4-0.

Meeting adjourned at 5:57 p.m.

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Travis Olson, Mayor Pro Tem

ATTEST:

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Gary W. Tucker, City Administrator/City Clerk

**CITY OF HAWARDEN  
COUNCIL MEETING  
JUNE 8, 2016**

<b>CHECK NO</b>	<b>VENDOR NAME</b>	<b>REFERENCE</b>	<b>VENDOR TOTAL</b>
ACH	CITY OF HAWARDEN	PAYROLL	\$ 71,813.06
11140346	BANKERS TRUST	LOAN PYMTS	\$ 458,333.75
11140347	CLAYTON ENERGY	GAS PURCHASE	\$ 3,553.35
47646	VISA	SUPPIES	\$ 2,000.82
47647	FIRST STATE BANK	LOAN PYMTS	\$ 117,613.57
47648	UNITED PARCEL SERVICE	SHIPPING	\$ 12.92
47649	PRINTING ERROR	VOID	\$ -
47650	PRINTING ERROR	VOID	\$ -
47651	3M	LOCATER REPAIR	\$ 663.44
47652	ACCO	WADING POOL FILTER REPAIRS	\$ 18,173.20
47653	THE AKRON HOMETOWNER	ADVERTISING	\$ 159.50
47654	BTN	TV PROGRAMMING COST	\$ 1,151.88
47655	LINDA BOCKELMAN	REBATE	\$ 10.00
47656	BOMGAARS	SUPPLIES	\$ 2,088.58
47657	CENTURY BUSINESS PRODUCTS INC	CHARGES	\$ 139.59
47658	CONSOLIDATED COMMUNICATIONS	SERVICE	\$ 95.38
47659	CONSOLIDATED COMMUNICATIONS	SERVICE	\$ 424.59
47660	CONSORTIA CONSULTING	SERVICE	\$ 900.00
47661	D & D PEST CONTROL	PEST CONTROL	\$ 118.33
47662	DIAMOND VOGEL & WAX CO	PAINT	\$ 108.00
47663	GRAYBAR	SUPPLIES	\$ 1,600.80
47664	HAWARDEN SENIOR CITIZEN CENTER	RENT	\$ 250.00
47665	HAWARDEN CHAMBER AND	GOLF SPONSORSHIP	\$ 150.00
47666	HAWKINS INC	CHEMICALS	\$ 4,716.78
47667	BRAD HOFLAND	CLEAN CC	\$ 75.00
47668	IAMU	OQ TEST GRADING/RECORDKEEPING	\$ 120.00
47669	KNIFE RIVER MIDWEST LLC	COLD MIX ASPHALT	\$ 4,006.80
47670	KTIV	RETRANSMISSION	\$ 1,901.90
47671	L.G. EVERIST INC	SUPPLIES	\$ 595.57
47672	LIN TELEVISION CORPORATION	RETRANSMISSION	\$ 2,192.96
47673	MOUW MOTOR CO., INC	VEHICLE MAINTENANCE	\$ 581.81
47674	MOW & GLOW LAWN & FLOOR CARE	CLEAN CC	\$ 75.00
47675	MUELLER CO	SUPPLIES	\$ 1,120.04
47676	MUNICIPAL UTILITIES	UTILITIES	\$ 653.06
47677	NATIONAL CABLE TELEVISION	TV PROGRAMMING COST	\$ 23,128.65
47678	NENA	CO ID YEARLY RENEWAL	\$ 250.00
47679	NORTH WEST REC	POWER FOR WELLS	\$ 28.00
47680	NVS HOME LLC	SERVICE	\$ 550.00
47681	OMEGA LETTERING INC	ENGRAVING	\$ 50.00
47682	ONE OFFICE SOLUTION	SUPPLIES	\$ 28.35
47683	ROVI GUIDES	TV PROGRAMMING COST	\$ 540.90
47684	SCHOENEMAN BROS CO	SUPPLIES	\$ 579.91

<b>CHECK NO</b>	<b>VENDOR NAME</b>	<b>REFERENCE</b>	<b>VENDOR TOTAL</b>
47685	SINCLAIR BROADCAST GROUP	RETRANSMISSION	\$ 3,403.40
47686	SIOUXLAND DISTRICT HEALTH DEPT	LAB FEES	\$ 49.00
47687	TOWER DISTRIBUTION COMPANY	TV PROGRAMMING COST	\$ 143.07
47688	USAC	USAC FEES	\$ 161.69
47689	VAN WERT INC	METERS	\$ 2,782.00
47690	VER HOEF AUTOMOTIVE INC	VEHICLE MAINTENANCE	\$ 152.00
47691	VISA	SUPPLIES	\$ 2,140.89
47692	WESCO RECEIVABLES CORP	SUPPLIES	\$ 323.00
		REPORT TOTAL	\$ 729,710.54

**RESOLUTION NO. 2016-09**

**PROPOSING TO DISPOSE OF REAL PROPERTY AND PUBLISHING A NOTICE OF PUBLIC HEARING**

**Lots One (1) through Six (6) inclusive in Block Fifteen (15), Western Town Lot Company's First Addition to the Incorporated City of Hawarden, Sioux County, Iowa, and locally known as 704 Avenue K, tax parcel number 1902138001**

WHEREAS, the City of Hawarden is the owner of the property legally described above; and,

WHEREAS, the City of Hawarden finds that the City ownership of this property is of minimal use to the public and the disposition of such property would be in the best interest of the City and citizens of Hawarden for the purposes of expanding the City housing base, creating a viable economic use and generating property tax ; and,

WHEREAS, The City Council proposes to dispose of the property on the following terms and conditions:

1. The property will be sold AS IS by Quit Claim deed.
2. The environmental condition of the site is unknown.
3. The property will be sold for \$2,000.00.
4. The Purchaser will enter into an approved Development Agreement with the City requiring the construction on the property of a single family residence having a minimum size of 1000 square feet. The purchaser will be required to commence construction of the residence within two years of closing of the transaction and to have the project substantially completed within 4 years of closing. Substantial completion shall require at minimum the completion of the basement and exterior shell of the home. The purchaser shall also agree to forego all property tax abatements on the property.
5. Upon passage by the City Council of a resolution approving the sale, Purchaser shall pay a \$500.00 earnest money payment and execute a purchase agreement and a development agreement prepared by the City attorney.
6. City will provide an abstract showing Marketable Title in City in accordance with Iowa Title Standards. In the event that examination of the abstract does not show good title in City, the agreement for the sale of the property shall be void and Purchaser's deposit shall be returned.
7. City, at its expense shall prepare and execute transfer documentation. Purchasers shall be responsible for all recording fees.
8. City shall retain all easements over the property as needed for utilities.

NOW, THEREFORE, BE IN RESOLVED by the City Council of Hawarden, Iowa that:

1. The Council desires to dispose of the property described herein according to the terms above.
2. The Council shall make a final determination on the proposal following a public hearing, which shall be held on the 22nd day of June, 2016 at 5:30 p.m. or soon thereafter, in the City Council Chambers, second floor of the Hawarden Community Center, at 1150 Central Avenue.
3. Pursuant to Iowa Code 364.7 the City Administrator/City Clerk is hereby directed to publish the proper notice of the public hearing with correct legal description and the proposed property disposal proposal.

All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 8<sup>th</sup> day of June, 2016.

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Ricard R. Porter, Mayor

ATTEST:

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Gary W. Tucker, City Administrator/Clerk

## **Notice of Public Hearing on Sale Proposal for the Final Disposition of Real Property**

Pursuant to Iowa Code Section 364.7 notice is hereby given that a Public Hearing will be held in the Council Chambers of the Hawarden City Hall, at 1150 Central Avenue on Wednesday, June 22, 2016 at 5:30 P.M., or soon thereafter, during the regular Hawarden City Council meeting concerning the following property sale proposal:

The Hawarden City Council proposes to sell to Michael D. Miller the property described as:

**Lots One (1) through Six (6) inclusive in Block Fifteen (15), Western Town Lot Company's First Addition to the Incorporated City of Hawarden, Sioux County, Iowa, and locally known as 704 Avenue K, tax parcel number 1902138001**

The Council proposes to sell the property on the following terms and conditions: The property will be sold "AS IS" with its environmental condition unknown by Quit Claim deed. Seller shall provide an abstract showing marketable title or if title is not marketable then the sale shall be void. The environmental condition of the site is unknown and no survey will be provided. The property will be sold for \$2,000.00 with the Purchaser being responsible for the costs of publication and recording of all transfer documents. The Purchaser will enter into an approved Development Agreement with the City requiring that the Purchaser commence construction of a single family residential structure with a minimum size of 1,000 square feet within two years of closing the sale and substantially complete construction within four years of closing the sale. The Development Agreement will also provide that Purchasers shall forego all tax abatements on the property. Purchaser will execute a Development Agreement and Purchase Agreement and make an earnest money payment of \$500.00 upon final approval of the sale by the City Council after public hearing.

Questions call 712-551-2565. Additional information is available at the City Office or by contacting Gary Tucker, City Administrator/Clerk. Written comments will be accepted until the day of the meeting.

*Published in the Hawarden Independent/Ireton Examiner on June 16, 2016.*



Preparer Information and return document to: James H. Pickner ISBA # AT006233, 613 8th Street, Box 113, Hawarden, Iowa 51023, (712) 551-2724

Grantor: City of Hawarden, 1150 Central Avenue, Hawarden, Iowa, 51023

Grantee/Taxpayer: Michael D. 1104 15<sup>th</sup> Street, Hawarden, Iowa 51023

### **DEVELOPMENT AGREEMENT**

**Re: Lots One (1) through Six (6) inclusive in Block Fifteen (15), Western Town Lot Company's First Addition to the Incorporated City of Hawarden, Sioux County, Iowa, and locally known as 704 Avenue K, tax parcel number 1902138001**

Michael D. Miller, his heirs successors and assigns, hereinafter referred to as "Miller", and the City of Hawarden Iowa hereinafter referred to as "City", agree as follows:

1. Miller will purchase the above described land, hereinafter referred to as the Property, for purposes of constructing a new single family dwelling.
2. City will sell the Property to Miller at a price of \$2,000.00 which shall be paid in full at time of closing of the purchase of the Property. As additional consideration for the purchase of the Property, Miller agrees that he shall commence construction of a single family dwelling having an area of not less than 1000 square feet on the property within two years and substantially complete construction of this single family dwelling within four years of the date of the deed from the City conveying the property to him; which deed shall be dated on the date of closing and transfer of possession of the property. Miller shall not allow any lien other than liens for current real estate taxes and assessments to be imposed on the property during the term of this Agreement unless such lien is imposed to finance the cost of improvements to the Property.
3. If Miller has not commenced construction of the single family dwelling on the Property within two years and substantially completed construction within four years, or in the event that Miller were to transfer the property (by sale or in any other manner) prior to substantially completing construction of the single family dwelling, then City shall have the option to repurchase the property for \$1,000.00 which is the difference in the amounts of cash payment of the two bids received on the property. Miller shall give the City written notice of his intent to

transfer the Property a minimum of sixty days prior to the date contemplated for a transfer and, within thirty days from receipt of such notice, the City shall give Miller written notice of its intent to either exercise or surrender this option. If the City exercises its option, Miller shall provide an updated abstract showing marketable title and convey the property to the City by general warranty deed within sixty days following notice of exercise of the City's option. All other terms of the transfer and allocation of expenses and taxes shall follow the usual and customary practices followed in Hawarden, Iowa for the transfer of residential property.

4. Upon substantial completion of construction of the single family dwelling on the property, the City's option shall expire and the City agrees to execute a document evidencing the release of its option upon request by Miller.

5. Purchaser agrees that the property and its improvements shall not be eligible for and he shall not seek to qualify the property for and shall forego any otherwise available property tax abatements on the property. This shall not apply to the homestead tax exemption allowed on all owner occupied homes.

6. All parties agree that they will cooperate to execute any documents reasonably necessary to carry out the purposes of this Agreement.

7. This Agreement is contingent upon approval by the Hawarden City Council of this Agreement and final approval of the sale and purchase of the Property by Miller.

8. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties.

9. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

10. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Waiver by either party of any breach of this Agreement by the other party shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default under this Agreement shall not be deemed a waiver of such right, which may be exercised at any subsequent time.

11. Any Notice given under this Agreement shall be given in writing either by personal delivery to the party requiring notice and securing a written receipt or by mailing notice in the U.S. mails to the last known address of the party requiring notice, by certified mail return receipt requested. Notice shall be effective on the date of the written receipt or the date of the return receipt. Refusal or failure to accept a certified letter shall be deemed receipt of the notice on the date of refusal or failure.

The initial addresses for such notices are as follows:

City of Hawarden  
Attn: City Administrator/Clerk  
1150 Central Avenue  
Hawarden, Iowa 51023

Michael D. Miller  
1104 15<sup>th</sup> Street  
Hawarden, Iowa 51023

12. If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions.

Dated: June \_\_\_\_\_, 2016.

\_\_\_\_\_  
Michael D. Miller

**STATE OF IOWA, COUNTY OF SIOUX**

This instrument was acknowledged before me on June \_\_\_\_, 2016, and by Michael D. Miller, a single person.

\_\_\_\_\_  
Notary Public

**CITY OF HAWARDEN, IOWA**

By: \_\_\_\_\_  
Ricard R. Porter, Mayor

Seal:

By: \_\_\_\_\_  
Gary W. Tucker, City Administrator/City Clerk

**STATE OF IOWA, SIOUX COUNTY, ss:**

On this \_\_\_\_\_ day of June, 2016, before me, a Notary Public in and for the State of Iowa, personally appeared Ricard R. Porter and Gary W. Tucker, to me known, and who being by me duly sworn, did say that they are the Mayor and City Administrator/City Clerk, respectively, of the City of Hawarden, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council, as contained in Resolution No. 2016-09 adopted by the City Council, on the \_\_\_\_\_th day of June, 2016, and that Ricard R. Porter and Gary W. Tucker acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public

James H. Pickner

## **BARE LOT PURCHASE AGREEMENT**

The undersigned, Michael D. Miller, a single person, (BUYERS/Purchaser) hereby agrees to buy and the undersigned City of Hawarden, Iowa (SELLERS) hereby agree to sell the real property situated in Hawarden, Sioux County, Iowa, legally described as:

**Lots One (1) through Six (6) inclusive in Block Fifteen (15), Western Town Lot Company's First Addition to the Incorporated City of Hawarden, Sioux County, Iowa, and locally known as 704 Avenue K, tax parcel number 1902138001**

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record if any, and terms of a Development Agreement with the City, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for residential purposes:

1. PURCHASE PRICE. The Purchase Price shall be \$ 2,000.00 and the method of payment shall be as follows:

\$ 500.00 with this offer Payable to Pickner Law Office, P.C. Trust Account to be deposited upon execution of this Purchase Agreement and held in trust by Pickner Law Office, P.C. as earnest money to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price to be paid by certified funds or wire transfer to Pickner Law Office, P.C. Trust Account on or before closing.

2. REAL ESTATE TAXES. SELLERS are not subject to real estate taxes and there shall be no proration of taxes. BUYERS shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. SELLERS shall pay in full all special assessments which are a lien on the Property as of the date of acceptance of this offer. BUYERS shall pay all other special assessments before they become delinquent.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, closing shall take place and possession of the Property shall be delivered to BUYERS on August 1, 2016 or earlier by mutual agreement.

6. CONDITION OF PROPERTY. The property as of the date of this Agreement including

buildings, grounds, and all improvements will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.

8. ABSTRACT AND TITLE. Upon execution of this Agreement, SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through the date of execution of this Agreement, or later, and deliver it to BUYERS' attorney for examination. It shall show merchantable title in SELLERS in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. In the event that SELLERS do not have marketable title to this property SELLERS may either promptly perfect title or declare this Agreement void and refund Buyers deposit. The abstract shall become the property of BUYERS when the purchase price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees.

9. SURVEY. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any 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.

10. ENVIRONMENTAL MATTERS. (a) The condition of the property is unknown and SELLERS make no warranties as to the existence or absence of abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property the Property is being sold "AS IS".

(b) BUYERS may at their expense, within 5 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, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$ 100.00 to remove any hazardous materials, substances, conditions or wastes, SELLERS 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 inspection shall be paid by BUYERS.

11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Quit Claim deed, free and clear of all liens, restrictions, and encumbrances except that the property shall be subject to the terms of a Development Agreement which will be executed at closing and reservation of utility easements for the City and excepting liens or encumbrances suffered or permitted by BUYERS.

12. REMEDIES OF THE PARTIES. A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty day written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty

days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

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

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

14. 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. 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 or neuter gender according to the context.

15. REAL ESTATE AGENT OR BROKER. SELLERS have not used the services of a real estate agent or broker. BUYERS agree to be solely responsible for any costs or expenses arising from their use of the services of any real estate broker or agent.

16. OTHER. The property is being sold "AS IS" without warranties.

This Agreement is contingent upon the contemporaneous execution by the parties of a Development Agreement stating terms related to the construction of a single family dwelling on the property. The obligations stated in that Development Agreement shall survive the closing of this transaction.

SELLERS will pay for advertising and for preparation of all title transfer documentation and BUYERS shall pay all recording fees. This includes recording of deed, resolutions, and affidavit of publication.

Dated June \_\_\_\_, 2016.

City of Hawarden, Iowa (SELLER)

By \_\_\_\_\_  
Ricard R. Porter, Mayor  
Address: 1150 Central Avenue, Hawarden, IA 51023  
Telephone: 712-551-2565

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Michael D. Miller (BUYER)

Address: 1104 15<sup>th</sup> Street, Hawarden, Iowa 51023

Telephone: 712-551-6453