

IN THE IOWA DISTRICT COURT IN AND FOR CERRO GORDO COUNTY

G8 DEVELOPMENT, INC.,

Plaintiff,

vs.

CITY OF MASON CITY, IOWA and MASON  
CITY CHAMBER OF COMMERCE  
FOUNDATION

Defendants.

Case No. CVCV070631

ANSWER, AFFIRMATIVE DEFENSES,  
and DEMAND FOR JURY TRIAL OF  
DEFENDANT CITY OF MASON CITY,  
IOWA

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COMES NOW Defendant, City of Mason City, Iowa and as its Answer, Affirmative Defenses, and Demand for Jury Trial in response to Plaintiff's Petition states:

**THE PARTIES, JURISDICTION AND VENUE**

1. Paragraph 1 in Plaintiff's Petition is admitted.
2. Paragraph 2 in Plaintiff's Petition is denied for lack of information or belief.
3. Paragraph 3 in Plaintiff's Petition is admitted.
4. Paragraph 4 in Plaintiff's Petition is admitted.
5. Paragraph 5 in Plaintiff's Petition is denied for lack of information or belief.
6. Paragraph 6 in Plaintiff's Petition is denied for lack of information or belief.
7. Paragraph 7 in Plaintiff's Petition is denied for lack of information or belief.
8. Paragraph 8 in Plaintiff's Petition is admitted.
9. Paragraph 9 in Plaintiff's Petition is admitted.
10. Paragraph 10 in Plaintiff's Petition is denied.
11. Paragraph 11 in Plaintiff's Petition is denied.

12. Paragraph 12 in Plaintiff's Petition is admitted.
13. Paragraph 13 in Plaintiff's Petition is admitted.
14. Paragraph 14 in Plaintiff's Petition is admitted.
15. Paragraph 15 in Plaintiff's Petition is admitted.
16. Paragraph 16 in Plaintiff's Petition is denied.
17. Paragraph 17 in Plaintiff's Petition is admitted.
18. Paragraph 18 in Plaintiff's Petition is admitted.
19. Paragraph 19 in Plaintiff's Petition is denied.
20. Paragraph 20 in Plaintiff's Petition is denied for lack of information or belief.
21. Paragraph 21 in Plaintiff's Petition is denied for lack of information or belief.
22. Paragraph 22 in Plaintiff's Petition is admitted.
23. Paragraph 23 in Plaintiff's Petition is admitted.

**COUNT I - BREACH OF CONTRACT AGAINST CITY**

24. Plaintiff failed to perform its obligations under the terms of the Development Contract making said contract unenforceable by Plaintiff.
25. Paragraph 25 in Plaintiff's Petition is denied
26. Paragraph 26 in Plaintiff's Petition is denied.
27. Paragraph 27 in Plaintiff's Petition is denied for lack of information or belief.
28. Paragraph 28 in Plaintiff's Petition is denied for lack of information or belief.
29. Paragraph 29 in Plaintiff's Petition is admitted.
30. Paragraph 30 in Plaintiff's Petition is denied.
31. Paragraph 31 in Plaintiff's Petition is denied.

**COUNT II - QUANTUM MERUIT - IMPLIED IN FACT CONTRACT  
AGAINST CITY**

32. Paragraph 32 in Plaintiff's Petition is denied.

33. The City expected performance by the Plaintiff under the terms of the Development Contract.
34. Paragraph 34 in Plaintiff's Petition is denied.
35. Paragraph 35 in Plaintiff's Petition is denied.
36. Paragraph 36 in Plaintiff's Petition is denied.
37. Paragraph 37 in Plaintiff's Petition is denied.

**COUNT III - INTENTIONAL INTERFERENCE WITH CONTRACT  
AGAINST CHAMBER**

38. The City of Mason City, Iowa makes no response to Count III in Plaintiff's Petition as no allegations against Defendant City of Mason City, Iowa are contained therein.

**Affirmative Defenses**

Defendant City of Mason City, Iowa is not liable for any damages alleged by Plaintiff herein on the following grounds:

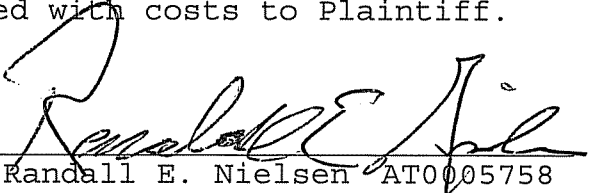
1. Defendant City of Mason City has acted in good faith at all times in the performance of its obligations under the terms of the Development Contract.
2. Plaintiff has not acted in good faith in the performance of obligations under the terms of the Development Contract.
3. Plaintiff, by its acts and omissions, has waived assessment and recovery of any damages, injuries or opportunity costs under the terms, intent, or expectations of the Development Contract referenced in Plaintiff's Petition.
4. Plaintiff's Petition fails to state any claims upon which relief may be granted.
5. Plaintiff has unreasonably failed to avoid any injury, damage or loss of opportunity it may assert herein.

DEMAND FOR JURY TRIAL

Defendant City of Mason City, Iowa demands trial by jury upon all issues raised in the pleadings herein.

WHEREFORE, Defendant City of Mason City, Iowa prays the Plaintiff's Petition be dismissed with costs to Plaintiff.

By:

  
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