

**RESOLUTION AUTHORIZING THE SALE OF CITY PROPERTY  
NOT NEEDED FOR PUBLIC USE BY PUBLIC AUCTION, NOTICE OF INTENT TO  
SELL CITY PROPERTY, NOTICE OF PUBLIC HEARING TO SELL CITY  
PROPERTY AND SETTING DATE FOR PUBLIC HEARING AND PUBLIC AUCTION**

**WHEREAS**, the City of Early (hereinafter referred to as the “City”) is the Owner of the real estate described in paragraph 1 below; and,

**WHEREAS**, said property is not needed for public use; and,

**WHEREAS**, the City is authorized to sell any such properties to the highest bidder pursuant to I.C.A. 364.1 et seq.; and,

**WHEREAS**, it is in the best interest of the City that the property be sold for development;

**NOW THEREFORE BE IT RESOLVED**, by the Council of the City of Early that:

1. The property described below is hereby offered for public sale to the highest bidder, subject to the conditions hereinafter as set forth in the terms and conditions of a contract of sale to be executed by the parties, at the **Council Chambers, City Municipal Building, 107 Main, Early, Iowa, on August 5th, 2025, at 6:00 P.M.**

**Lot Eleven (11) Cross’ Second Addition to Early, Sac County, Iowa,**  
Locally addressed as 110 Cross Street, Early, Iowa 50535

2. The sale shall be conducted by the Mayor and the City Clerk or by persons designated by the Mayor and City Council.

3. The sale shall be made subject to:

- (a) such state of facts which an accurate survey may disclose;
- (b) easements and restrictions of records, if any;
- (c) tenancies, leaseholds, and rights of persons in possession;
- (d) all federal, state, county and municipal laws, statutes, codes, ordinances, rules and regulations affecting the property, its use and occupation;

4. The property herein described, or any part thereof, is sold “as is” and without any representation or warranty, either expressed or implied, as to their present condition.

- (a) Prospective purchasers are put on notice that the City’s records as to any code violations may not be accurate or up to date and the City expressly makes no representations as to such violations.
- (b) Purchasers will be given an opportunity to inspect the property prior to closing to ascertain the condition of the property.

5. All prospective purchasers are put on notice to consult the Water and Sewerage Department for existing facilities.

6. The purchase price for such properties shall be paid to the City in cash, money order, bank check or certified check the full purchase price immediately after the conclusion of the sale of the property.

7. Purchaser may at its expense arrange for a report on title before closing. Within thirty (30) days after the confirmation of sale by the governing body, purchaser shall notify the City in writing of any defects of title which may render title unmarketable. Marketable title is defined herein to mean title which a title company authorized to do business in the State is willing to insure at regular rates. Upon confirmation of such notice, the City shall refund purchaser's entire purchase price without interest and neither party shall have any further obligation or claim under this contract. If the purchaser fails to notify the City in accordance with this paragraph, purchaser shall be deemed to have waived all objections to title.

8. Conveyance by quit claim deed.

(a) Upon delivery of deed, the purchaser shall be entitled to receive all rents and profits from the property and shall be liable for and make payment to the City for all real property taxes, water and sewerage charges, or other assessments against said properties;

9. Upon the date of delivery of deed to the purchaser, risk of loss or damages to the property by fire, storm, burglary, vandalism or other casualty shall be assumed by the purchaser, who shall be completely responsible therefore, without any claim against the City. The purchaser shall not be released, by reason of any such loss or damage to the property from any obligation hereunder and shall at his/her own expense properly repair and restore same, without limiting the obligations of the purchaser hereunder, the proceeds of any insurance coverage provided by the purchaser, shall be made available to the purchaser for such repair or restoration. Further, from the date of contract of the sale the purchaser shall release the City from and shall covenant and agree that the City shall not be liable for and to indemnify and hold the City harmless against any loss or damage to property or injury to or death defect in the property to be conveyed or, arising from any neglect of the City or any construction or rehabilitation performed on the property prior to the date of delivery of deed.

10. The highest bid shall be made subject to acceptance or rejection by the governing body, but the acceptance or rejection therefore shall be made not later than the second regular meeting of the governing body following the sale, and if the governing body shall fail or refuse to accept or reject the highest bid as afore said, the said bid shall be deemed to have been

rejected. The City also reserves the right to reject all bids where the highest bid is not accepted upon notice to the highest bidder and hearing thereto. THE LOWEST ACCEPTABLE BID FOR THE PROPERTY LISTED IS \$1500.00.

11. **PLEASE TAKE NOTICE** that no employee, agent, officer body or subordinate body has any authority to waive, modify or amend any of the conditions of sale without the express approval of the governing body of the City.

12. No commissions shall be paid to any agent, representative or broker of the successful purchaser of any of the properties listed for sale by the City.

13. The prices set forth as minimum herein are merely lowest acceptable prices and do not constitute market value or future assessments.

14. The purchaser shall not assign or transfer the Contract of Sale, or any interest therein without the prior approval of the Council of the City, and such approval to assign or transfer shall be deemed to be an approval of a subsequent assignment or transfer. Any assignment or transfer without the approval shall be void and shall constitute a default and breach. In the event of approval of an assignment of a Contract of Sale, the assignee of said contract shall comply with all the conditions of sale required under the terms and conditions of the sale.

15. The City or its duly authorized agents and inspectors shall have the right at all reasonable times to enter upon the property and to examine and inspect the property to determine compliance with the Resolution and the Contract of Sale, or to enforce any remedies in the event of default.

16. The City shall execute a Contract of Sale with any successful bidder upon terms and conditions consistent herewith and upon any additional terms and conditions which are necessary to effectuate the purposes herein and to secure the best interests of the City and its citizens, provided that any additional terms and conditions shall not be inconsistent with the terms and conditions of this resolution.

17. Additional Conditions of Sale.

(a) No sale shall be made to any person nor shall said person be permitted to bid who, prior to such sale, owns who has a nuisance property or is in current breach or violation of the ordinances governing property within the City.

(b) No person who was the previous owner of the property to be sold be permitted to bid for said property if the property was acquired by the City by reason of the non-payment of taxes or other municipal charges by such prior owner.

(c) No person shall be permitted to bid for any property to be sold by

the City if that person is delinquent in the payment of taxes or other municipal charges on any other property which such person shall own in the City.

(d) No sale shall be made to any person who owns other property in the City regarding which properties there exists violations of the City Code. which violations have not been corrected at the time of the sale.

18. The City conveys this property to buyer for so long as buyer maintains the property in compliance with the City Code.

19. All offers to bid shall be in increments of no less than one hundred dollars (\$100.00).

NOW, THEREFORE, IT IS FURTHER RESOLVED by the City Council of the City of Early, Iowa, as follows:

Section 1. The aforementioned Resolution be Published pursuant to the notice requirements of I.C.A. 362.3 no more than 20 days nor less than 4 days prior to the public hearing in a newspaper of general circulation in Sac County.

Section 2. That the time and place of Sale shall also be the time and place of a Public Hearing at which time the Council will receive public comments and determine by public vote whether the Sale should proceed. Publication of this Resolution as set forth in the preceding Section 1. is deemed to be substantial compliance with the Notice of Public Hearing requirements as well.

Section 3. That following Notice of Public Hearing, and Notice of Resolution of Proposed Public Auction to Sell Real Estate not necessary for Public Purposes, the Public Sale will proceed, and acceptance of bids by Resolution of the Council, the Mayor and the City Clerk are authorized to sign the Contract for Sale of Real Estate, the Deed, and to do all things necessary to carry out the terms of this resolution, including execution and delivery of any documents required to comply with the terms of this Resolution.

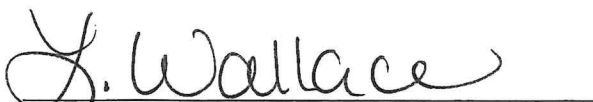
Passed and approved August 5<sup>th</sup>, 2025.

motion 1<sup>st</sup> BP  
2<sup>nd</sup> TL

Ayes: 0  
RC: CM  
BS  
CT  
TL  
BP

  
William Cougill, Mayor

Attest:

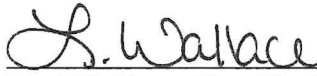
  
Lexi Wallace, City Clerk

STATE OF IOWA  
COUNTY OF SAC  
CITY OF EARLY

SS:

I, the undersigned, City Clerk of the City of Early, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the Council up to the present time in connection with the 2025 Sale of City Property Not Needed for Public Use, including a true, correct and complete copy of each of the resolutions referred to in such minutes and the Affidavit of Publication of this Resolution which includes the Notice of Public Hearing.

WITNESS MY HAND this 5<sup>th</sup> day of August, 2025.



Lexi Wallace, City Clerk