

PUBLIC NOTICE RE: SALE OF REAL ESTATE

Notice is hereby given that the City Council of the City of Sibley, Osceola County, Iowa, will meet in the City Council Chambers of the City of Sibley, Osceola County, Iowa on the 11th day of May, 2026, at 5:00 p.m., at which time and place the Council will hold a public hearing to hear all interested parties and citizens for or against the proposal to sell real estate owned by the City of Sibley by sealed bids. All sealed bids are to be presented to the City Clerk by 5:00 p.m. on May 8, 2026. After the public hearing, the City Council intends to open the sealed bids and sell the following three (3) parcels of real estate described as follows:

1. **Parcel D:** The West 140.00 Feet EXCEPT the North 20.00 Feet (both as measured at right angles) of Lot Three (3) of Feldkamp Estates Addition to the City of Sibley, Osceola County, Iowa, containing 11,204 square feet and being subject to any and all easements be they of record or not.
2. **Lot 1:** Lot One (1) of Feldkamp Estates Addition to the City of Sibley, Osceola County, Iowa, containing 11,665 square feet and being subject to any and all easements, be they of record or not.
3. **Lot 2:** Lot Two (2) of Feldkamp Estates Addition to the City of Sibley, Osceola County, Iowa, containing 16,978 square feet and being subject to any and all easements, be they of record or not.

Each parcel will be sold on an individual basis. If interested party desires to submit a bid on more than one of the above described properties, bids shall be submitted in a separate envelope(s). The envelope for each bid submitted shall clearly state Parcel letter or Lot number on the outside of each envelope.

The terms of the proposed sale are as follows:

Section 1. That it is hereby determined that it is in the best interest of the City of Sibley to proceed with the sale of the above-described real estate owned by the City of Sibley, Iowa.

Section 2. That the prospective buyers will submit sealed bids by 5:00 p.m. on the 8th day of May, 2026.

Section 3. The minimum bid for **Parcel D** will be Twenty Thousand Dollars (\$20,000.00) and will be sold to the highest bidder.

Section 4. The minimum bid for **Lot 1** will be Twenty Thousand Dollars (\$20,000.00) and will be sold to the highest bidder.

Section 5. The minimum bid for **Lot 2** will be Twenty Thousand Dollars (\$20,000.00) and will be sold to the highest bidder.

Section 6. The City hereby incorporates all the recitals hereto as though fully set out herein.

Section 7. That the City will transfer the properties by Real Estate Contract. Each Purchaser shall take said property subject to all future taxes and special assessments. The City will not pay for any abstracting or closing costs. The City reserves any and all easements.


Section 8. Each Purchaser shall be required to build a new construction, consisting of at least 1,200 square feet of living space. Construction of the dwelling must be started within twelve (12) months from the purchase, and the construction must be completed within eighteen (18) months from the purchase. The Purchaser shall also be responsible for the construction of a concrete sidewalk on the property no later than the completion of construction on the property. All construction herein shall meet the requirements of the City Code, Ordinances, and Iowa law. The City will reimburse Purchaser for sidewalk installation in an amount up-to \$10,000.00 payable to the Purchaser for the actual, reasonable, and documented costs of the installation of the sidewalk on the Property. Upon being notified of being the winning bidder, the Purchaser shall pay the City the full purchase price and thereupon the City will give the Purchaser possession pursuant to a Real Estate Contract that will set forth all the conditions herein and those other conditions as the City may prescribe. A copy of this Real Estate Contract is available upon request. In the event the Purchaser fails to meet the terms and conditions of the Real Estate Contract, including but not limited to failing to complete construction in the time allowed therein (i.e. 12 months), the City will commence proceedings to have the Purchaser forfeit the property back to the City by consent and/or legal action. If the City commences legal action under the Real Estate Contract, or the Buyer otherwise forfeits the property to the City, there shall be no refund of the sale price to the Buyer, nor any compensation for any improvements made by the Buyer. Any costs, including the City's attorney fees related to or arising out of the City receiving the property for the Buyer's breach of the Real Estate Contract shall be paid by the Buyer. Pursuant to the Real Estate Contract the cost of the street shall be assessed to the property and the Purchaser. Upon completion and fulfillment of the terms and conditions of the Real Estate Contract, the City shall convey the property to the Purchaser by Quit Claim Deed. However, the Purchaser shall take title to the property, subject to all covenants of record, any easements of record on the Property (held by the City or otherwise), and any other Zoning and/or Ordinances presently in force in the City of Sibley. The Purchaser shall be responsible for obtaining their own abstract.

Section 9. That the City reserves any and all easements for drainage and utility purposes.

Section 10. The City retains the right to waive in its sole discretion any irregularities and/or the right to reject any or all bids.

Published by order of the City Council of the City of Sibley, Iowa.

Dated on this 13th day of April, 2026.


Ashley Ackerman, City Clerk