

**CITY OF SIGOURNEY, IOWA**  
**MINUTES OF REGULAR CITY COUNCIL MEETING OF**  
**WEDNESDAY, JULY 18, 2018**

The Sigourney City Council met in regular session in the Council Chambers at City Hall on Wednesday, July 18, 2018 with Mayor Glandon presiding and the following Council members answering roll call: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Others present were: Kathy Glandon; Staci White, RAGBRAI Executive Board; Don Northup, Director of Public Works I; Allan Glandon, Police Chief; and Angie Alderson, City Clerk.

The meeting was called to order at 6:00 p.m. Council member McLaughlin moved, seconded by Council member Landgrebe, to approve the tentative agenda after removing item 2-D liquor license application for Graycen Murphy at 127 West Marion Street, Sigourney, Iowa for a Class C Liquor License (LC) (Commercial) and Outdoor Service. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

Council member Conrad moved, seconded by Council member McLaughlin, to approve the following items on the consent agenda: accounts payable claims totaling \$32,430.29; Library accounts payable claims totaling \$9,327.20; Brent Gilliland to attend the 2018 Fall Conferences in Dubuque on October 23-24 sponsored by Iowa Rural Water Association and pay for meals and hotel accommodations; resignation from Allan Glandon, Police Chief; blood bank dates for 2019; and the credit card report. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

Council member Morlan moved, seconded by Council member Landgrebe, to approve the remaining item on the consent agenda: minutes from the July 5, 2018 regular Council meeting. Upon the roll being called, the following voted Aye: Conrad, Schultz, Morlan and Landgrebe. Nays: None. Abstain: McLaughlin. Motion approved. *(Council member McLaughlin abstained as she was unable to attend the July 5, 2018 regular Council meeting.)*

**Other City Business:** Staci White, RAGBRAI Executive Board, stated things are moving along with campgrounds, sanitation, entertainment and decorating. RAGBRAI has asked to have some of the vendors rearranged, which will be discussed on Friday. The Executive Board met with the Expo RAGBRAI Board and everything is going well. Police Chief Glandon stated that four (4) officers dropped out but others have applied, and we should be fully staffed if all the agreements come back.

Mayor Glandon stated that Strong Arm Wood Services (Richard and Tracy Hammes) *(east of the City limits)* are selling a portion of their property. This is within a two (2) mile radius of the City and must be approved that there are not any intentions to develop a subdivision, etc. Council member Conrad moved, seconded by Council member Landgrebe, to approve resolution no. 2018-07-04 plat within two (2) miles of city limits for Richard and Tracy Hammes. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

Mayor Glandon stated that Dan Appleget is dividing off his house from his other property *(south of the City limits)*. Council member Schultz moved, seconded by Council member McLaughlin, to approve resolution no. 2018-07-05 plat within two (2) miles of city limits for Daniel D. Appleget and Rebecca J. White. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

City Clerk Alderson explained that I-Drive is currently used as an off-site out-of-state backup for the computers. Data Technologies, the software company used for our financials, etc. is offering to make this part of our annual contract. Council member Landgrebe moved, seconded by Council member Conrad, to approve using I-Drive backup through Data Technologies, Inc. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

Mayor Glandon reminded the Council of the properties (321 South East Street and 214 West South Street) the City has not been able to get anyone to clean up. City Attorney John Wehr has followed procedures and the City now owes these properties. The Mayor asked the City Clerk what the legal fees against the properties are. The Council discussed whether to put a minimum bid on these properties. It will cost the City \$12,000.00 each to clean up these properties. There may be liens that need to be decertified. The City Attorney is reviewing contacts for this process. Council member Conrad moved, seconded by Council member Landgrebe, to approve resolution no. 2018-07-06 setting the date and time as Wednesday, August 15, 2018 at 6:00 p.m. for a public hearing pursuant to Iowa Code 364.7 for possible disposal of properties located as 321 South East Street and 214 West South Street with no minimum bid. Upon the roll being called, the following voted Ayes: Conrad, Schultz, Morlan and Landgrebe. Nays: McLaughlin. Motion approved.

Council member McLaughlin moved, seconded by Council member Conrad, to approve the terms as outlined in the public notice for the sale of properties located at 321 South East Street and 214 West South Street. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

Council member Landgrebe moved, seconded by Council member Morlan, to approve the Display Ad for the Sigourney News Review regarding the disposal of properties located at 321 South East Street and 214 West South Street. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

Mayor Glandon stated three (3) years ago the Police Department replaced an AR and shotgun using a grant. The grant did not cover the entire cost. The weapons being replaced were to be sold to cover the rest of the cost. There is a gun auction coming up and after several phone calls to the ATF the Mayor was informed of the process to properly dispose of these weapons. The following should be recorded when the weapons are turned in: serial number, make, model and the date and time. After the weapons are sold there should be a receipt stating how much the weapons were sold for and who bought the weapons. This allows for the serial number to be directly traced. Council member Schultz moved, seconded by Council member Landgrebe, to approve of the method to dispose of the police weapons as outlined. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

**Street and Sanitation:** Police Chief Glandon stated there are a lot of streets along the route; beverage garden, vendor and support staff areas; and alleys that are being closed. He reviewed the areas and times these would be closed. Mayor Glandon asked how the people along the route are going to know their vehicle may be towed. He has checked into all the costs and is not comfortable with people along the route not knowing this information. Staci White stated that the RAGBRAI Committee will be going door to door to talk with people along the route. Mayor Glandon stated he wanted it all documented: dates, time and who was talked to and who talked to them. The City Clerk stated the plan is to ensure everyone gets something in writing. If someone is missed, we would have to avoid the issue. Police Chief Glandon stated the bicycle route is more of a safety issue so that the bicyclists do not run into vehicles. The other issue would be if a vehicle is left downtown, a vendor would not be able to park, and the vehicle would be trapped into the area. Council member McLaughlin asked what the parking options would be. There is the City parking lot and any streets with legal parking outside of the closed areas. Council member McLaughlin moved, seconded by Council member Landgrebe, to approve resolution no. 2018-07-07 regarding temporary closing of streets for the RAGBRAI event and the residents along the bicycle route will be notified by the RAGBRAI Committee members. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

Council member Schultz moved, seconded by Council member Morlan, to approve resolution no. 2018-07-08 regarding the temporary closing of streets for National Night Out event. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

**Water and Wastewater:** City Clerk Alderson explained the changes to the Data Technologies software to allow for change out with the new water meters being installed. This is a two-part agreement with a \$2,500.00 one-time fee for automatically converting the old meter reads over to the new meter reads. The second fee of \$500.00 will be an annual fee for the software, maintenance and support. There is a one-time fee of \$285.00 to help the City make this transition. Half of this contract must be paid up front. Council member Conrad moved, seconded by Council member Schultz, to approve the software agreement with Data Technologies, Inc. and to pay one-half of the agreement. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

**Finance:** Public Works Director I Northup stated there was a sink hole on Laffer Street by the car wash. The road is busted up and water eroded underneath. There are a lot of things with this that need to be fixed. Council member Schultz moved, seconded by Council member Landgrebe to approve the following community betterment project: \$8,000.00 to fix the sink hole on Laffer Street. Upon the roll being called, the following voted Ayes: Conrad, McLaughlin, Schultz, Morlan and Landgrebe. Nays: None. Motion approved.

City Clerk Alderson presented the renewal rate comparisons for the liability insurance for the City.

**City Clerk:** The August 1, 2018 regular Council meeting will be held at City Hall at 6:00 p.m.

**Public Input:** Council member Schultz asked Police Chief Glandon how many years he had been with the City and Council member Landgrebe asked how many years as Police Chief? Police Chief Glandon answered 39 years and 17 years respectively. The Council congratulated him on his retirement.

The meeting was adjourned by acclamation at 6:36 p.m.

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Douglas L. Glandon, Mayor

ATTEST: \_\_\_\_\_  
Angela K. Alderson, City Clerk

**CITY OF SIGOURNEY**  
**August 1st, 2018 -- Claims**

Access Systems - Services	\$	778.58
Atwood Electric- Services	\$	545.22
Barrons - Supplies	\$	11.15
Design House - NNO Prizes	\$	152.83
DNR- Annual Fee (NPDES)	\$	210.00
Gann,Liz- NNO Prizes	\$	69.95
Hickenbottom Inc- Supplies	\$	74.80
IMWCA- Insurance	\$	1,184.00
John N Wehr- Legal Services	\$	200.00
Keystone- Supplies	\$	835.09
Ramsey Weeks - Flag Football Insurance	\$	300.00
Redlinger, Jillian- Refund	\$	35.00
Racom-Supplies	\$	79.50
Sigourney Cleaners - Services	\$	26.75
Sinclair - Parts	\$	39.65
Data Technologies - Software	\$	1,642.50
Town and Country- Supplies	\$	986.52
Tremmel Backhoe- Services	\$	480.00
Usa Blue Book- Supplies	\$	225.47
Walker Drive Thur- NNO Prizes	\$	50.00
Washington County Environmental Services- Inspection	\$	270.00
Windstream- Services	\$	316.67
	\$	<b>8,513.68</b>
<b>RAGBRAI BILLS</b>		
Brothers - Supplies	\$	1,429.16
Design House - Pubilicity	\$	3,171.01
Greenleys- Supplies	\$	334.81
K&K Specialty- Services	\$	1,220.00
Misc on Main- Services	\$	910.00
Pierce Fence Co- Services	\$	9,700.00
Port O Jonny- Services	\$	4,695.00
Sigourney Lumber - Supplies	\$	307.52
Snakenberg Welding - Services	\$	132.22
TO Mobile- Services	\$	690.00
White,Staci- Ragbrai Refund	\$	164.81
Hickenbottom Inc- Supplies	\$	643.40
Iowa Plains Signing - Detour	\$	5,750.00
Police Officers - Ragbrai Hires	\$	10,920.00
Ragbrai - Ticket refund	\$	244.00
Angie Alderson- refund	\$	65.88
Allan Glandon-refund	\$	27.99
	\$	<b>40,405.80</b>
	\$	<b>48,919.48</b>
Finance Committee Member Signature	Date	

**Applicant License Application ( LE0002781 )**

<b>Name of Applicant:</b>	<u>Brothers Market 8, LLC</u>		
<b>Name of Business (DBA):</b>	<u>Brother's Market</u>		
<b>Address of Premises:</b>	<u>118 South Main Street</u>		
<b>City</b>	<u>Sigourney</u>	<b>County:</b>	<u>Keokuk</u> <b>Zip:</b> <u>52591</u>
<b>Business</b>	<u>(641) 622-2191</u>		
<b>Mailing</b>	<u>118 South Main Street</u>		
<b>City</b>	<u>Sigourney</u>	<b>State</b>	<u>IA</u> <b>Zip:</b> <u>52591</u>

**Contact Person**

<b>Name</b>	<u>Vicki Olson</u>		
<b>Phone:</b>	<u>(641) 622-2191</u>	<b>Email</b>	<u>brothersmarket1973@gmail.com</u>

**Classification** Class E Liquor License (LE)

**Term:** 12 months

**Effective Date:** 08/29/2018

**Expiration Date:** 08/28/2019

**Privileges:**

- Class B Wine Permit
- Class C Beer Permit (Carryout Beer)
- Class E Liquor License (LE)
- Sunday Sales

**Status of Business**

<b>BusinessType:</b>	<u>Limited Liability Company</u>		
<b>Corporate ID Number:</b>	<u>XXXXXXXXXX</u>	<b>Federal Employer ID</b>	<u>XXXXXXXXXX</u>

**Ownership**

**Jay Devries**

**First Name:** Jay **Last Name:** Devries  
**City:** Johnston **State:** Iowa **Zip:** 50131  
**Position:** Officer  
**% of Ownership:** 33.33% **U.S. Citizen:** Yes

**Darian Devries**

**First Name:** Darian **Last Name:** Devries  
**City:** Omaha **State:** Nebraska **Zip:** 68118  
**Position:** Officer  
**% of Ownership:** 33.33% **U.S. Citizen:** Yes

**Jared Devries**

**First Name:** Jared **Last Name:** Devries

City: Clear Lake

State: Iowa

Zip: 50428

Position: Officer

% of Ownership: 33.33%

U.S. Citizen: Yes

**Insurance Company Information**

<b>Insurance Company:</b> <u>Old Republic Surety Company</u>	
<b>Policy Effective Date:</b> <u>08/29/2018</u>	<b>Policy Expiration</b> <u>01/01/1900</u>
<b>Bond Effective</b> <u>2</u>	<b>Dram Cancel Date:</b>
<b>Outdoor Service Effective</b>	<b>Outdoor Service Expiration</b>
<b>Temp Transfer Effective</b>	<b>Temp Transfer Expiration Date:</b>

**Applicant License Application ( LE0002780 )**

<b>Name of Applicant:</b>	<u>Brothers Market 8, LLC</u>		
<b>Name of Business (DBA):</b>	<u>Brother's Market Wine and Spirits</u>		
<b>Address of Premises:</b>	<u>110 South Main Street</u>		
<b>City</b>	<u>Sigourney</u>	<b>County:</b>	<u>Keokuk</u> <b>Zip:</b> <u>52591</u>
<b>Business</b>	<u>(641) 622-2191</u>		
<b>Mailing</b>	<u>110 South Main Street</u>		
<b>City</b>	<u>Sigourney</u>	<b>State</b>	<u>IA</u> <b>Zip:</b> <u>52591</u>

**Contact Person**

<b>Name</b>	<u>Vicki Olson</u>		
<b>Phone:</b>	<u>(641) 622-2191</u>	<b>Email</b>	<u>brothersmarket1973@gmail.com</u>

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**Expiration Date:** 08/28/2019

**Privileges:**

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- Class E Liquor License (LE)
- Sunday Sales

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<b>Corporate ID Number:</b>	<u>XXXXXXXXXX</u>	<b>Federal Employer ID</b>	<u>XXXXXXXXXX</u>

**Ownership**

**Jay Devries**

**First Name:** Jay **Last Name:** Devries  
**City:** Johnston **State:** Iowa **Zip:** 50131  
**Position:** Officer  
**% of Ownership:** 33.33% **U.S. Citizen:** Yes

**Darian Devries**

**First Name:** Darian **Last Name:** Devries  
**City:** Omaha **State:** Nebraska **Zip:** 68118  
**Position:** Officer  
**% of Ownership:** 33.33% **U.S. Citizen:** Yes

**Jared Devries**

**First Name:** Jared **Last Name:** Devries

City: Clear Lake

State: Iowa

Zip: 50428

Position: Officer

% of Ownership: 33.33%

U.S. Citizen: Yes

**Insurance Company Information**

Insurance Company: <u>Old Republic Insurance Company</u>	
Policy Effective Date: <u>08/29/2018</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:



**CREDIT CARD CHARGES FOR**  
CHARGES FROM 7-18-2018 through 07-31-2018

**OFFICE CREDIT CARD**

<b>DATE</b>			
<b>7/13/2018</b>	<b>USPS</b>		
	Postage RAGBRAI T-Shirts	\$	21.60
<b>7/18/2018</b>	<b>IA Rural WA Assc</b>		
	Conf. Reg. BG	\$	205.00

**TOTAL FOR OFFICE CREDIT CARD \$ 226.60**

**TRAVEL CREDIT CARD**

**DATE**

**TOTAL FOR TRAVEL CREDIT CARD \$ -**

**TOTAL DUE TO VISA \$ 226.60**

 **COPY**

**REAL ESTATE CONTRACT  
(SHORT FORM)  
Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

John N. Wehr, 116 E. Washington St. P.O. Box 245, Sigourney, IA 52591, Phone: (641) 622-3313

**Taxpayer Information:** (name and complete address)

City of Sigourney, City Clerk, 100 North Main Street, Sigourney, IA 52591

**Return Document To:** (name and complete address)

John N. Wehr, 116 E. Washington St. P.O. Box 245, Sigourney, IA 52591

**Grantors:**

City of Sigourney Iowa

**Grantees:**

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

**REAL ESTATE CONTRACT  
(SHORT FORM)**

**IT IS AGREED** between **City of Sigourney, Iowa** ("Sellers"); and \_\_\_\_\_ ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Keokuk County, Iowa, described as:

The West Half of Outlot Three of the Original Plat of the City of Sigourney, Keokuk County, Iowa, except the East Sixty-three feet thereof, and except the South Twenty-four feet thereof, being a part of the street running along the South side of said Lot, and except the North Sixty-one feet Located at 321 South East Street

**BUYER ACKNOWLEDGES THAT THIS PROPERTY IS NOT FIT FOR HUMAN OCCUPANCY AND THAT THE HOUSE LOCATED THEREON MUST BE DEMOLISHED**

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and upon the following terms:

**1. PRICE.** The total purchase price for the Real Estate is \$ \_\_\_\_\_ of which one-half or \$ \_\_\_\_\_ to be paid when this contract is signed, on or before August 22, 2018. Buyers shall pay the balance to Sellers at 100 North Main Street, Sigourney, IA 52591 or as directed by Sellers, as follows:

The balance of the purchase price is to be paid when the house on the property has been demolished and any basements filled with dirt, all on or before December 21, 2018

**2. INTEREST.** In the event Buyers fail to pay the balance owing by the due date, and if the demolition is in progress, Buyers may apply to the City of Sigourney for an extension, and then from and after December 31, 2018 the Buyers shall pay interest on the unpaid balance, at the rate of 12 percent per annum, payable at the closing.

**3. REAL ESTATE TAXES.** Sellers shall pay the property taxes pro-rated to the date of possession, and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

**4. SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by Buyers.

**5. POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on the date of signing the contract provided Buyers are not in default under this contract. Closing shall be on the date of signing the contract, on or before August 22, 2018

**6. INSURANCE.** There is no property insurance on the premises and Sellers shall not repair or replace any improvements.

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7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall not obtain an abstract of title to the Real Estate. Buyer may purchase an abstract of title.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale and transferred in "AS IS" condition.

9. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by municipal corporate quit claim deed, free and clear of all liens, restrictions, and encumbrances except as provided herein.

10. **REMEDIES OF THE PARTIES.** a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and 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.

d. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

11. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

12. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

13. **NO PRIVATE SEWAGE DISPOSAL SYSTEM IS ON THIS PROPERTY.**

14. **ADDITIONAL PROVISIONS.** BUYER ASSUMES ALL RISKS OF LOSS OR DAMAGE ARISING FROM THE DEMOLITION OF THE STRUCTURES LOCATED ON THE REAL ESTATE AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE SELLER FROM ANY AND ALL CLAIMS ARISING AFTER THE DATE OF THIS CONTRACT.

BUYER AGREES AND UNDERSTANDS THAT THE STRUCTURES LOCATED ON THIS REAL ESTATE ARE NOT SUITABLE FOR HUMAN OCCUPANCY AND AGREES NOT TO ALLOW HUMANS TO OCCUPY THE SAME.

Dated: August 15, 2018.

\_\_\_\_\_  
Mayor, City of Sigourney Iowa, Seller

\_\_\_\_\_  
Clerk, City of Sigourney Iowa, Seller

STATE OF IOWA, COUNTY OF KEOKUK

This record was acknowledged before me on August 15, 2018, by Douglas Glandon and Angela K. Alderson, as Mayor and City Clerk, of City of Sigourney Iowa pursuant to resolution passed by the City Council on this date.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

STATE OF IOWA, COUNTY OF KEOKUK

This record was acknowledged before me on August 15, 2018, by

\_\_\_\_\_  
Signature of Notary Public

 COPY

**REAL ESTATE CONTRACT  
(SHORT FORM)  
Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

John N. Wehr, 116 E. Washington St. P.O. Box 245, Sigourney, IA 52591, Phone: (641) 622-3313

**Taxpayer Information:** (name and complete address)

City of Sigourney, City Clerk, 100 North Main Street, Sigourney, IA 52591

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**Grantors:**

City of Sigourney Iowa

**Grantees:**

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

**REAL ESTATE CONTRACT  
(SHORT FORM)**

**IT IS AGREED** between **City of Sigourney, Iowa** ("Sellers"); and \_\_\_\_\_ ("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Keokuk County, Iowa, described as:

The East Half of Lots Six and Seven in Block thirteen of the Original Plat of the City of Sigourney, Keokuk County, Iowa

Located at 214 West South Street

**BUYER ACKNOWLEDGES THAT THIS PROPERTY IS NOT FIT FOR HUMAN OCCUPANCY AND THAT THE HOUSE LOCATED THEREON MUST BE DEMOLISHED**

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is \$ \_\_\_\_\_ of which one-half or \$ \_\_\_\_\_ to be paid when this contract is signed, on or before August 22, 2018. Buyers shall pay the balance to Sellers at 100 North Main Street, Sigourney, IA 52591 or as directed by Sellers, as follows:

The balance of the purchase price is to be paid when the house on the property has been demolished and any basements filled with dirt, all on or before December 21, 2018

2. **INTEREST.** In the event Buyers fail to pay the balance owing by the due date, and if the demolition is in progress, Buyers may apply to the City of Sigourney for an extension, and then from and after December 31, 2018 the Buyers shall pay interest on the unpaid balance, at the rate of 12 percent per annum, payable at the closing.

3. **REAL ESTATE TAXES.** Sellers shall pay the property taxes pro-rated to the date of possession, and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. **SPECIAL ASSESSMENTS.** Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by Buyers.

5. **POSSESSION CLOSING.** Sellers shall give Buyers possession of the Real Estate on the date of signing the contract provided Buyers are not in default under this contract. Closing shall be on the date of signing the contract, on or before August 22, 2018

6. **INSURANCE.** There is no property insurance on the premises and Sellers shall not repair or replace any improvements.

7. **ABSTRACT AND TITLE.** Sellers, at their expense, shall not obtain an abstract of title to the Real Estate. Buyer may purchase an abstract of title.

8. **FIXTURES.** All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale and transferred in "AS IS" condition.

9. **DEED.** Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by municipal corporate quit claim deed, free and clear of all liens, restrictions, and encumbrances except as provided herein.

10. **REMEDIES OF THE PARTIES.** a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and 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.

d. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

11. **TIME IS OF THE ESSENCE.** Time is of the essence in this contract.

12. **CONSTRUCTION.** Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

13. **NO PRIVATE SEWAGE DISPOSAL SYSTEM IS ON THIS PROPERTY.**



14. **ADDITIONAL PROVISIONS.** BUYER ASSUMES ALL RISKS OF LOSS OR DAMAGE ARISING FROM THE DEMOLITION OF THE STRUCTURES LOCATED ON THE REAL ESTATE AND AGREES TO INDEMNIFY AND HOLD HARMLESS THE SELLER FROM ANY AND ALL CLAIMS ARISING AFTER THE DATE OF THIS CONTRACT.

BUYER AGREES AND UNDERSTANDS THAT THE STRUCTURES LOCATED ON THIS REAL ESTATE ARE NOT SUITABLE FOR HUMAN OCCUPANCY AND AGREES NOT TO ALLOW HUMANS TO OCCUPY THE SAME.

Dated: August 15, 2018.

\_\_\_\_\_  
Mayor, City of Sigourney Iowa, Seller

\_\_\_\_\_  
Clerk, City of Sigourney Iowa, Seller

STATE OF IOWA, COUNTY OF KEOKUK

This record was acknowledged before me on August 15, 2018, by Douglas Glandon and Angela K. Alderson, as Mayor and City Clerk, of City of Sigourney Iowa pursuant to resolution passed by the City Council on this date.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

STATE OF IOWA, COUNTY OF KEOKUK

This record was acknowledged before me on August 15, 2018, by

\_\_\_\_\_  
Signature of Notary Public