ORDINANCE NO. 2026-0804-2

AN ORDINANCE ENACTING CHAPTER 52 OF THE CODE OF ORDINANCES OF SAC COUNTY, IOWA, ESTABLISHING A PUBLIC NUISANCE TAX SALE FOR THE REHABILITATION OF ABANDONED PROPERTY FOR USE AS HOUSING

BE IT ENACTED by the Board of Supervisors of Sac County, Iowa:

SECTION 1. ENACTMENT. The Code of Ordinances of Sac County, Iowa, is amended by enacting a new Chapter 52 [chapter number subject to assignment by the codifier], including Appendix A, to read as follows:

CHAPTER 52

PUBLIC NUISANCE TAX SALE

52.01 PURPOSE. The purpose of this chapter is to authorize the County Treasurer to conduct a public nuisance tax sale under Section 446.19B of the Code of Iowa, so that the County, and each city within the County, may use tax sale procedures to promote the rehabilitation, for use as housing, of abandoned property that is, or is likely to become, a public nuisance. Pursuant to Section 446.19B of the Code of Iowa, this section may be used by the County, or by a city within the County, only while this chapter is in effect.

(Code of Iowa, Sec. 446.19B(1))

52.02 DEFINITIONS. For purposes of this chapter, the following terms are defined:

1. "Abandoned property" means the same as defined in Section 446.19A of the Code of Iowa, and means a lot or parcel containing a building which is used or intended to be used for residential purposes and which has remained vacant and has been in violation of the housing code of the city in which the property is located, or of the housing code applicable in the County in which the property is located if outside the limits of a city, for a period of six consecutive months.

(Code of Iowa, Secs. 446.19B(9), 446.19A(5)(a))

2. "Public nuisance" means the same as defined in Section 657A.1 of the Code of Iowa, and means a building that is a menace to the public health, welfare, or safety, or that is structurally unsafe, unsanitary, or not provided with adequate safe egress, or that constitutes a fire hazard, or is otherwise dangerous to human life, or that in relation to the existing use constitutes a hazard to the public health, welfare, or safety by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment.

(Code of Iowa, Secs. 446.19B(9), 657A.1)

52.03 PUBLIC NUISANCE TAX SALE AUTHORIZED. The County Treasurer is authorized to separately offer and sell, at the annual tax sale, delinquent taxes on parcels that are abandoned property, are assessed as residential property or as commercial multifamily housing property, and that are, or are likely to become, a public nuisance.

(Code of Iowa, Sec. 446.19B(1))

52.04 VERIFIED STATEMENT. On or before May 15, the County, or a city within the County, may file with the County Treasurer a verified statement containing a listing of parcels and a declaration that each listed parcel (a) is abandoned property; (b) is assessed as residential property or as commercial multifamily housing property; (c) is, or is likely to become, a public nuisance; and (d) is suitable for use as housing following rehabilitation.

(Code of Iowa, Sec. 446.19B(2))

52.05 PUBLICATION OF VERIFIED STATEMENT. The verified statement shall be published at the same time and in the same manner as the notice of the annual tax sale. The requirements of Section 446.9(2) of the Code of Iowa for publication of the notice of the annual tax sale also apply to publication of the verified statement.

(Code of Iowa, Sec. 446.19B(3))

52.06 CONDUCT OF PUBLIC NUISANCE TAX SALE. On the day of the regular tax sale, or any continuance or adjournment of the tax sale, the County Treasurer shall separately offer and sell those parcels that are listed in a verified statement timely received and properly published and that remain liable to sale for delinquent taxes. This sale shall be known as the "public nuisance tax sale." Notwithstanding any provision to the contrary, the percentage interest that may be purchased in a parcel offered for sale under this chapter shall not be less than one hundred percent (100%).

(Code of Iowa, Sec. 446.19B(4))

52.07 ELIGIBLE BIDDERS; REHABILITATION AGREEMENT REQUIRED. To be eligible to bid on a parcel offered at the public nuisance tax sale, a prospective bidder shall first enter into a rehabilitation agreement with the County, or with the city if the property is located within a city, to demonstrate the intent to rehabilitate the property for use as housing if the property is not redeemed. The rehabilitation agreement shall be in substantially the form set forth in Appendix A to this chapter, which is adopted as part of this chapter, or in such other form as the Board of Supervisors may from time to time approve by resolution consistent with Section 446.19B of the Code of Iowa. The County Treasurer shall not accept a bid at the public nuisance tax sale on a parcel from a prospective bidder who has not executed a rehabilitation agreement covering that parcel.

(Code of Iowa, Sec. 446.19B(5))

52.08 COUNTY PURCHASE WHEN NO SUFFICIENT BID RECEIVED. When a parcel is offered at the public nuisance tax sale and no bid is received, or the bid received is less than the total amount due, the County, through the County Treasurer, shall bid for the parcel a sum equal to the total amount due. Money shall not be paid by the County or a city for the purchase, but each of the tax-levying and tax-certifying bodies having any interest in the taxes shall be charged with the total amount due the tax-levying or tax-certifying body as its just share of the purchase price.

(Code of Iowa, Sec. 446.19B(7))

52.09 ASSIGNMENT OF TAX SALE CERTIFICATE. The holder of a tax sale certificate issued under this chapter may assign the certificate as provided by law. When the County acquires and then assigns a certificate issued under this chapter, the assignment is governed by Section 446.31 of the Code of Iowa, and, notwithstanding the general three-year cancellation period, the date of cancellation of the certificate under Section 446.37 of the Code of Iowa shall be one year from the date the assignment is recorded by the County Treasurer in the county system.

(Code of Iowa, Secs. 446.19B(8), 446.31(2))

52.10 REMOVAL OR DEMOLITION FOLLOWING TAX SALE DEED. If, after issuance of a tax sale deed to the holder of a certificate of purchase at the public nuisance tax sale, the tax sale deed holder determines that a building, structure, or other improvement located on the parcel cannot be rehabilitated for habitation, the tax sale deed holder may request approval from the Board of Supervisors, or from the city council if the property is located within a city, to remove, dismantle, or demolish the building, structure, or other improvement.

(Code of Iowa, Sec. 446.19B(6))

52.11 SEVERABILITY. If any section, provision, or part of this chapter is adjudged invalid or unconstitutional, such adjudication does not affect the validity of the chapter as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of the conflict.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect after its final passage, approval, and publication as provided by law.

Passed and approved by the Board of Supervisors of Sac County, Iowa.

First Consideration: 8/4/26

Second Consideration: waived

Third Consideration and Adoption: waived- adopted 8/4/26

Published: 8/11/26

[signature]

Chairperson, Sac County Board of Supervisors

ATTEST:

Renee Roland

____

Renee Roland, Sac County Auditor

APPENDIX A

REHABILITATION AGREEMENT

(Public Nuisance Tax Sale — Iowa Code § 446.19B)

Appendix A to Chapter 52, adopted pursuant to Section 52.07.

This Rehabilitation Agreement ("Agreement") is made this ______ day of ______________, 20____, by and between Sac County, Iowa, a political subdivision of the State of Iowa [or, if the Parcel is located within a city, the City of ______________, Iowa] (the "Public Entity"), and ____ (the "Bidder").

RECITALS

A. The Board of Supervisors of Sac County, Iowa, has adopted Chapter 52 of the Code of Ordinances of Sac County, Iowa, pursuant to Section 446.19B of the Code of Iowa, authorizing the County Treasurer to conduct a public nuisance tax sale.

B. The Bidder desires to bid at the public nuisance tax sale on the parcel or parcels described in Section 1 (the "Parcel").

C. Section 446.19B(5) of the Code of Iowa provides that, to be eligible to bid on a parcel at the public nuisance tax sale, a prospective bidder shall enter into a rehabilitation agreement with the Public Entity to demonstrate the intent to rehabilitate the property for use as housing if the property is not redeemed.

D. The Bidder enters into this Agreement to establish the Bidder's eligibility to bid on the Parcel and to set forth the Bidder's rehabilitation obligations.

NOW, THEREFORE, in consideration of the mutual covenants set forth below and the Bidder's eligibility to bid at the public nuisance tax sale, the parties agree as follows:

1. THE PARCEL. This Agreement applies to the following parcel or parcels:

District/Parcel No.: ______________________________________

Legal Description:

____

Property Address: ______________________________________

(If additional parcels are covered, list them on a schedule attached to this Agreement.)

2. BIDDER REPRESENTATIONS AND ELIGIBILITY. The Bidder represents and warrants that:

a. The Bidder is legally eligible to bid at the public nuisance tax sale and is not disqualified from bidding under applicable law.

b. The Bidder is not the record titleholder of the Parcel and is not a person, other than a municipality, entitled to redeem the Parcel.

c. If the Bidder is a business entity, the individual executing this Agreement is authorized to bind the Bidder, and the Bidder is in good standing and authorized to hold and convey real property in Iowa.

d. The Bidder has the financial capacity and the intent to perform the rehabilitation obligations set forth in this Agreement.

3. REHABILITATION OBLIGATION. If the Bidder is issued a certificate of purchase for the Parcel at the public nuisance tax sale, the Parcel is not redeemed within the time allowed by law, and a tax sale deed for the Parcel is issued to the Bidder, then the Bidder shall rehabilitate the Parcel for use as housing. As used in this Agreement, to "rehabilitate the Parcel for use as housing" means to repair, restore, and improve the building or buildings and other improvements on the Parcel so that the Parcel complies with all applicable building, housing, zoning, health, and safety codes and is suitable for lawful residential occupancy or, where a building cannot be rehabilitated for habitation, to proceed as provided in Section 6.

4. REHABILITATION PLAN, STANDARDS, AND TIME FOR PERFORMANCE.

a. Plan. Within ______ days after the tax sale deed is issued to the Bidder, the Bidder shall submit to the Public Entity a written rehabilitation plan describing the scope of work, or shall complete the scope of work described in Exhibit 1, if one is attached.

b. Permits and codes. The Bidder shall obtain all permits and approvals required by law and shall perform all work in compliance with all applicable building, housing, zoning, health, and safety codes.

c. Commencement and completion. The Bidder shall commence rehabilitation within ______ (suggested: 6) months, and shall substantially complete rehabilitation within ______ (suggested: 24) months, after the date the tax sale deed is issued to the Bidder. The Public Entity may extend these periods in writing for good cause upon a showing that the Bidder is diligently pursuing rehabilitation.

d. Maintenance during rehabilitation. Until rehabilitation is complete, the Bidder shall keep the Parcel secured, shall maintain the Parcel free of public nuisance and code violations, and shall be responsible for all taxes and assessments coming due on the Parcel.

5. VERIFICATION OF COMPLETION. Upon completion, the Bidder shall notify the Public Entity, and the rehabilitation shall be verified by the issuance of a certificate of occupancy or other written confirmation of code compliance from the applicable code enforcement authority.

6. WHEN A BUILDING CANNOT BE REHABILITATED. If, after the tax sale deed is issued, the Bidder determines that a building, structure, or other improvement on the Parcel cannot be rehabilitated for habitation, the Bidder may request approval from the Board of Supervisors, or from the city council if the Parcel is located within a city, to remove, dismantle, or demolish the building, structure, or other improvement, as provided in Section 446.19B(6) of the Code of Iowa. [Optional: Following approved demolition, the Bidder shall, within ______ months, construct or cause to be constructed on the Parcel a residential structure suitable for use as housing, unless the Public Entity agrees otherwise in writing.]

7. COVENANT RUNNING WITH THE LAND; RECORDING. The Bidder's obligations under this Agreement are covenants running with the Parcel and bind the Bidder and the Bidder's successors and assigns in title. The Public Entity may record this Agreement, or a memorandum of it, in the office of the Sac County Recorder.

8. ASSIGNMENT. Section 446.19B(8) of the Code of Iowa permits the holder of a tax sale certificate issued under the public nuisance tax sale to assign the certificate. The Bidder shall give the Public Entity written notice of any such assignment, and no assignment relieves the Bidder or any assignee of the rehabilitation obligations of this Agreement unless the assignee assumes those obligations in a writing delivered to the Public Entity.

9. REDEMPTION. If the Parcel is redeemed as allowed by law, the Bidder shall be entitled to the redemption amount as provided by law, and the rehabilitation obligations of this Agreement shall terminate as to the redeemed Parcel.

10. REMEDIES. If the Bidder fails to perform any obligation under this Agreement, the Public Entity may pursue any remedy available at law or in equity, including specific performance of the rehabilitation obligation, enforcement of applicable nuisance, housing, and building codes (including Chapter 657A of the Code of Iowa and the ordinances of the County or city), and recovery of costs and reasonable attorney fees to the extent allowed by law. [Optional performance security: As security for performance, the Bidder shall deposit with the Public Entity $______________, to be returned upon verified completion of rehabilitation and forfeited, in whole or in part, upon the Bidder's failure to perform.]

11. NO REPRESENTATION AS TO CONDITION OR TITLE. The Public Entity makes no representation or warranty regarding the condition of the Parcel, the presence of any hazardous condition, or the state of title. The Bidder takes the Parcel, and any tax sale certificate or tax sale deed, subject to all conditions and to the redemption rights and interests provided by law.

12. GENERAL PROVISIONS.

a. Governing law. This Agreement is governed by the laws of the State of Iowa.

b. Entire agreement; amendment. This Agreement is the entire agreement of the parties on its subject and may be amended only in a writing signed by both parties.

c. Severability. If any provision of this Agreement is held invalid, the remaining provisions remain in effect.

d. Notices. Notices under this Agreement shall be in writing and delivered to the addresses set forth below the signatures.

e. Counterparts. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

BIDDER:

____

Signature

Printed name: ______________________________

Title (if an entity): ______________________________

Address: ______________________________________

Date: ____________________

PUBLIC ENTITY:

SAC COUNTY, IOWA [or CITY OF ______________, IOWA]

____

Chairperson, Sac County Board of Supervisors [or Mayor]

ATTEST:

____

Renee Roland, Sac County Auditor [or City Clerk]

Date: ____________________

ACKNOWLEDGMENT

State of Iowa, County of ______________, ss.

This instrument was acknowledged before me on ____________________ by ______________________________ [, as ______________ of ______________________, Bidder].

____

Notary Public in and for the State of Iowa