

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**GOVERNMENTAL BODY:** Carroll City Council

**DATE OF MEETING:** October 26, 2020

**TIME OF MEETING:** 5:15 P.M.

**LOCATION OF MEETING:** City Hall Council Chambers

**[www.cityofcarroll.com](http://www.cityofcarroll.com)**

## NOTICE

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation makes it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall will remain closed to the public for the October 26, 2020 City Council meeting. However, the meeting will be made available telephonically. The public will be able to hear and participate in the Council meeting by calling:

United States: 1 (312) 757-3129

United States (Toll Free): 1 (877) 568-4106

Then when prompted, enter the following Access Code: 636 298 469 #

Individuals may start calling in at 5:00 PM for the meeting.

Individuals may also join the meeting from your computer, tablet or smartphone by using the following link:

<https://global.gotomeeting.com/join/636298469>

While the phones will be muted through most of the meeting, the phones will be unmuted at various points to receive feedback from the community, similar to a regular City Council meeting.

The public can watch the meeting live from the City's YouTube channel by going to: <https://tinyurl.com/t64juzk> To ensure you can access the meeting when we go live we suggest that you subscribe to the City's YouTube channel. The YouTube meeting is a view only option and you will not be able to participate in the meeting via YouTube.

We thank you for your understanding of this change during the current situation.

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### **AGENDA**

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Agenda
  - A. Approval of Minutes of the October 12 Meeting
  - B. Approval of Bills and Claims
  - C. Licenses and Permits:
    - 1. Renewal of Class “C” Liquor License with Outdoor Service and Sunday Sales – *Rancho Grande*
    - 2. Renewal of Class “E” Liquor License with Class “C” Beer Permit (Carryout Beer) and Class “B” Wine Permit (Carryout Wine Includes Native Wine) – *Fareway Stores, Inc. #409*
    - 3. Renewal of Class “C” Beer Permit with Class “B” Wine Permit (Carryout Wine Includes Native Wine) and Sunday Sales - *Hy-Vee Fast & Fresh*
    - 4. Renewal of Class “C” Liquor License with Catering Privilege and Sunday Sales – *Hy-Vee Market Cafe*
- IV. Oral Requests and Communications from the Audience
  - A. Fairview Village Apartment Management Update
- V. Ordinances
  - A. Carroll City Ordinance Chapter 44, Noise Control, Addition
  - B. Parks and Recreation Fee and Policy Changes
    - 1. Carroll Family Aquatic Center, Municipal Golf Course, and Carroll Recreation Center Fees and Charges (One Ordinance)
    - 2. Proposed Cemetery Rates (Resolution)
    - 3. Cemetery Ordinance Change – Chapter 115
    - 4. New Policy #821 – Cemetery Grave Decorations (Resolution)
  - C. Rental Housing Code
- VI. Resolutions
  - A. FY 2020/2021 Budget Amendment #1
    - 1. Public Hearing
    - 2. City Budget Amendment and Certification Resolution



B. Westfield Urban Renewal Plan

1. Resolution Authorizing Advancement of Costs for Urban Renewal Projects and Certification of Expenses Incurred by the City for Payment Under Iowa Code 403.19

VII. Reports

None

VIII. Committee Reports

IX. Monthly Activity Reports

X. Comments from the Mayor

XI. Comments from the City Council

XII. Comments from the City Manager

XIII. Adjourn

October/November/December Meetings:

Council Planning Session – October 29, 2020 – Conservation Education Center – 22676 Swan Lake Drive

Board of Adjustment – November 2, 2020 – City Hall – 627 N Adams Street

Parks, Recreation and Cultural Advisory Board – November 2, 2020 – Rec Center – 716 N Grant Road

City Council – November 9, 2020 – City Hall – 627 N Adams Street

Airport Commission – November 9, 2020 – Airport Terminal Building - 21177 Quail Avenue

Planning and Zoning Commission – November 11, 2020 – City Hall - 627 N Adams Street

~~Library Board of Trustees – November 16, 2020 – Carroll Public Library – 118 E 5<sup>th</sup> Street~~

City Council – November 23, 2020 – City Hall – 627 N Adams Street

Board of Adjustment – December 7, 2020 – City Hall – 627 N Adams Street

Planning and Zoning Commission – December 9, 2020 – City Hall - 627 N Adams Street

City Council – December 14, 2020 – City Hall – 627 N Adams Street

Airport Commission – December 14, 2020 – Airport Terminal Building - 21177 Quail Avenue

Library Board of Trustees – December 21, 2020 – Carroll Public Library – 118 E 5<sup>th</sup> Street

City Council – December 28, 2020 – City Hall – 627 N Adams Street

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*The City of Carroll will make every attempt to accommodate the needs of persons with disabilities, please notify us at least three business days in advance when possible at 712-792-1000, should special accommodations be required.*

COUNCIL MEETING

OCTOBER 12, 2020

(Please note these are draft minutes and may be amended by Council before final approval.)

In support of Iowa Governor Kim Reynolds' proclamation declaring a State of Public Health Disaster Emergency in Iowa, the current COVID-19 situation made it "impossible and impractical" to meet in one location. Due to this the Carroll City Hall was closed to the public for the October 12, 2020 City Council meeting. However, the meeting was held telephonically. The public was able to hear and participate in the Council meeting by calling into a publicly posted toll-free phone number.

The Carroll City Council met in regular session on this date at 5:15 p.m. in the Council Chambers, City Hall, 627 N Adams Street. Members present: Misty Boes, LaVern Dirx, Clay Haley, Mike Kots and Carolyn Siemann. Absent: Jerry Fleshner. Mayor Eric Jensen presided and City Attorney Dave Bruner was in attendance via telephone.

\* \* \* \* \*

The Pledge of Allegiance was led by the City Council. No Council action taken.

\* \* \* \* \*

It was moved by Haley, seconded by Kots, to approve the following items on the consent agenda: a) minutes of the September 28, 2020 Council meeting, as written; b) bills and claims in the amount of \$913,332.70; c) Resolution No. 20-80, Proposal of Certified Testing Services, Inc. for Construction Materials Testing for the Street Maintenance Facility Project; d) acceptance of the resignation of Volunteer Firefighter Marty Vanderheiden and the approval of Riley Bach as a member of the Carroll Volunteer Fire Department; and e) the Mayor's appointment, with Council approval, of Julie Perkins to the Library Board of Trustees for the unexpired term to expire December 31, 2022. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

St. Anthony Regional Hospital President & CEO Ed Smith and Chief Medical Officer Dr. Kyle Ulveling, M.D. addressed Council (via GoTo Meeting) about the COVID-19 situation in Carroll County during the oral requests and communications from the audience. No Council action taken.

\* \* \* \* \*

At 5:34 p.m. Mayor Jensen opened a public hearing on the proposed MidAmerican Energy Company Franchise Agreement. Mayor Jensen closed said public hearing at 5:38 p.m.

An Ordinance Repealing Ordinance No. 9506 and Granting to MidAmerican Energy Company, its Successors and Assigns, the Right and Non-Exclusive Franchise to Acquire, Construct, Erect, Maintain and Operate in the City of Carroll, Iowa, An Electric System and Communications Facilities and to Furnish and Sell Electric Energy to the City and its Inhabitants and Authorizing the City to Collect Franchise Fees for a Period of 20 Years was introduced by Council Member Kots.

It was moved by Kots, seconded by Haley, to approve the first reading and waive the second and third readings of said Ordinance. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

It was moved by Kots, seconded by Haley, to adopt said Ordinance No. 2011. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

At 5:40 p.m. Mayor Jensen opened a public hearing on a proposed revenue purpose statement regarding use of revenues from proposed electric franchise fees. Mayor Jensen closed said hearing at 5:44 p.m.

It was moved by Haley, seconded by Kots, to approve Resolution No. 20-81, Adopting Revenue Purpose Statement Regarding Use of Revenues from Proposed Electric Franchise Fees Pursuant to Iowa Code § 364.2(4)(f). On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

An Ordinance Amending the Code of Ordinances of the City of Carroll, Iowa by Amending Provisions Pertaining to Minors, Chapter 46.02, was introduced by Council Member Dirkx.

It was moved by Dirkx, seconded by Siemann, to approve the first reading and waive the second and third readings of said Ordinance. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

It was moved by Haley, seconded by Siemann, to adopt said Ordinance No. 2012. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

An Ordinance Amending the Code of Ordinances of the City of Carroll by Amending Provisions Pertaining to Cigarette and Tobacco Permits, Chapter 121.01, was introduced by Council Member Dirkx.

It was moved by Dirxx, seconded by Haley, to approve the first reading and waive the second and third readings of said Ordinance. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

It was moved by Kots, seconded by Haley, to adopt said Ordinance No. 2013. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

An Ordinance Amending the Code of Ordinances of the City of Carroll by Amending Provisions Pertaining to Cigarette and Tobacco Permits, Chapter 121.07, was introduced by Council Member Dirxx.

It was moved by Dirxx, seconded by Boes, to approve the first reading and waive the second and third readings of said Ordinance. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

It was moved by Haley, seconded by Boes, to adopt said Ordinance No. 2014. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

An Ordinance Amending the Code of Ordinances of the City of Carroll by Amending Provisions Pertaining to Standard Penalty, Chapter 1.14, was introduced by Council Member Dirxx.

It was moved by Dirxx, seconded by Haley, to approve the first reading and waive the second and third readings of said Ordinance. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

It was moved by Kots, seconded by Haley, to adopt said Ordinance No. 2015. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

At 5:50 p.m. Mayor Jensen opened a public hearing on the proposed Amendment No. 1 to the Westfield Urban Renewal Plan. Mayor Jensen closed said public hearing at 5:53 p.m.

It was moved by Haley, seconded by Kots, to approve Resolution No. 20-82, Determining an Area of the City to be an Economic Development Area, and that the Rehabilitation, Conservation, Redevelopment, Development, or a Combination Thereof, of Such Area is Necessary in the Interest of the Public Health, Safety or Welfare of the Residents of the City; Designating Such Area as Appropriate for Urban Renewal Projects; and Adopting Amendment No. 1 to the Westfield Urban Renewal Plan. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

At 5:54 p.m. Mayor Jensen opened a public hearing on the proposal to enter into a Development Agreement with BTC, Inc. Mayor Jensen closed said public hearing at 5:57 p.m.

It was moved by Dirkx, seconded by Haley, to approve Resolution No. 20-83, Authorizing Execution of a Development Agreement by and between the City of Carroll and BTC, Inc. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

It was moved by Dirkx, seconded by Kots, to waive City Policies No. 304 and 307 related to the sale of real property and approve the Request for Redevelopment Proposal for 224 N. Main Street. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Kots, to set Monday, October 26, 2020, as the date for a public hearing for the FY 2020/2021 Budget Amendment #1. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

It was moved by Dirkx, seconded by Kots, to accept the bids from the following contractors for the 2020 Ash Tree Removal Phase II Project:

Trenary’s Tree Care (Golf Course)	\$12,900.00
Snyder Tree Service (Cemetery)	\$22,000.00
Trenary’s Tree Care (Misc. Parks)	\$12,900.00
Snyder Tree Service (1205 N. Grant Rd)	\$950.00

On roll call, all present voted aye. Absent: Fleshner. Motion carried.

\* \* \* \* \*

It was moved by Kots, seconded by Boes, to accept the bid to purchase a stand-on mower from Haley Equipment at their bid price of \$5,750.00. On roll call, all present voted aye. Abstain: Haley. Absent: Fleshner. Motion carried.

\* \* \* \* \*

It was moved by Haley, seconded by Kots, to accept the bid to purchase a 2021 Ford F-550 Truck from New Way Ford at their bid price of \$52,409.00 less trade in of \$3,000.00 for a net price of \$49,409.00. Curt Langel, Champion Ford Sales Manager, addressed Council on this issue. On roll call, all present voted aye except Dirkx voted nay. Absent: Fleshner. Motion carried.

\* \* \* \* \*

Council recessed at 6:26 p.m.

\* \* \* \* \*

Council reconvened at 6:31 p.m.

\* \* \* \* \*

Council held a work session on Park and Recreation fees and Cemetery grave decorations. Parks and Recreation Director Jack Wardell presented information to Council during the work session. No Council action taken.

\* \* \* \* \*

It was moved by Haley, seconded by Kots, to adjourn at 7:33 p.m. On roll call, all present voted aye. Absent: Fleshner. Motion carried.

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Eric P. Jensen, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk



A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

PAID ITEMS DATES	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
: 10/09/2020 THRU 10/22/2020		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020
PARTIALLY ITEMS DATES: 10/09/2020 THRU 10/22/2020		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020
UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-001704	ACCO	POOL/SPA CHEMICALS	85.85	0.00	000000	0/00/00	85.85
		** TOTALS **	85.85	0.00			85.85
01-001698	ADVANCED LASER TECHNOLOGI	TONER CARTRIDGE - KAREN	84.95	0.00	000000	0/00/00	84.95
		** TOTALS **	84.95	0.00			84.95
01-003305	ADVANTAGE ARCHIVES LLC	MICROFILM SUBSCRIPTION	1,815.00	1,815.00-	119416	10/21/20	0.00
		** TOTALS **	1,815.00	1,815.00-			0.00
01-001910	AHLERS & COONEY P.C.	MID AMERICAN FRANCHISE	72.00	0.00	000000	0/00/00	72.00
		** TOTALS **	72.00	0.00			72.00
01-012650	ALLIANT ENERGY-IES UTILIT	GAS BILLS	3,161.70	3,161.70-	119383	10/15/20	0.00
		** TOTALS **	3,161.70	3,161.70-			0.00
01-002080	AMAZON/SYNCHRONY BANK	BOOKS AND VIDEOS	237.91	237.91-	119410	10/21/20	0.00
		** TOTALS **	237.91	237.91-			0.00
	AMDOR, ANTHONY C	* Payroll Expense	2,602.40				
	ARGARIN, SIENA Z	* Payroll Expense	30.75				
01-002370	ARNOLD MOTOR SUPPLY	SUPPLIES	18.98	0.00	000000	0/00/00	18.98
01-002370	ARNOLD MOTOR SUPPLY	ANTIFREEZE FOR BATHROOMS	39.51	0.00	000000	0/00/00	39.51
01-002370	ARNOLD MOTOR SUPPLY	ANTIFREEZE FOR BATHROOMS	26.34	0.00	000000	0/00/00	26.34
		** TOTALS **	84.83	0.00			84.83
01-002818	BAKER AND TAYLOR INC.	BOOKS	568.74	568.74-	119411	10/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	785.25	785.25-	119411	10/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	1,317.51	1,317.51-	119411	10/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	544.43	544.43-	119411	10/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	572.56	572.56-	119411	10/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	22.25	22.25-	119411	10/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	22.25	22.25-	119411	10/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	7.50	7.50-	119411	10/21/20	0.00
01-002818	BAKER AND TAYLOR INC.	BOOKS	8.50	8.50-	119411	10/21/20	0.00
		** TOTALS **	3,848.99	3,848.99-			0.00
01-001943	BAUER BUILT TIRE CENTER	TIRES AND SUPPLIES	410.00	0.00	000000	0/00/00	410.00
		** TOTALS **	410.00	0.00			410.00
	BAUER, ROBERT J	* Payroll Expense	1,991.44				
	BAUMHOVER, KARLY K	* Payroll Expense	25.00				

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UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
	BAYER, MICHAEL J	* Payroll Expense	622.75				
	BEAGLE, CORRINE C	* Payroll Expense	60.00				
	BEHM, JUDITH A	* Payroll Expense	1,877.76				
	BELLINGHAUSEN, BRIAN J	* Payroll Expense	75.00				
	BELLINGHAUSEN, GARY L	* Payroll Expense	2,763.36				
	BENSON, MALINA F	* Payroll Expense	92.00				
	BERNHOLTZ, JAIDAN A	* Payroll Expense	51.25				
	BLACKBURN, STEVEN K	* Payroll Expense	240.00				
	BOCK, PHILLIP D	* Payroll Expense	1,991.43				
	BOELL, NOAH C	* Payroll Expense	82.00				
	BOELL, TRAVIS H	* Payroll Expense	2,479.21				
	BOES, OLIVIA C	* Payroll Expense	27.75				
01-003515	BOMGAARS	RODENT CONTROL	67.95	67.95-	119376	10/15/20	0.00
01-003515	BOMGAARS	BLACK PAINT	9.58	0.00	000000	0/00/00	9.58
01-003515	BOMGAARS	SUPPLIES	37.99	0.00	000000	0/00/00	37.99
01-003515	BOMGAARS	SUPPLIES	49.98	0.00	000000	0/00/00	49.98
01-003515	BOMGAARS	SUPPLIES	40.02	0.00	000000	0/00/00	40.02
01-003515	BOMGAARS	9 VOLT & "C" BATTERIES	63.96	0.00	000000	0/00/00	63.96
01-003515	BOMGAARS	SHOP SUPPLIES	24.22	0.00	000000	0/00/00	24.22
01-003515	BOMGAARS	FLOOR DRY	7.49	0.00	000000	0/00/00	7.49
01-003515	BOMGAARS	SUPPLIES	313.66	313.66-	119376	10/15/20	0.00
01-003515	BOMGAARS	SUPPLIES	41.47	0.00	000000	0/00/00	41.47
01-003515	BOMGAARS	WWTP PLANT SUPPLIES	178.03	0.00	000000	0/00/00	178.03
01-003515	BOMGAARS	MEASURING WHEEL/SUPPLIES	156.47	0.00	000000	0/00/00	156.47
01-003515	BOMGAARS	BATTERIES	12.37	0.00	000000	0/00/00	12.37
01-003515	BOMGAARS	DRAIN ANTIFREEZE	86.08	0.00	000000	0/00/00	86.08
		** TOTALS **	1,089.27	381.61-			707.66
01-001805	BOOK LOOK	BOOKS	312.81	312.81-	119408	10/21/20	0.00
		** TOTALS **	312.81	312.81-			0.00
01-001134	BRAD BURKE	LUNCH SUPPLIES	92.02	92.02-	119406	10/21/20	0.00

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
** TOTALS **			92.02	92.02-			0.00
	BRINCKS, ALAN A	* Payroll Expense	534.38				
	BRINKMAN, BARON J	* Payroll Expense	105.00				
	BRUGGEMAN, JACOB R	* Payroll Expense	1,844.23				
01-003693	BRUNER & BRUNER	GENERAL WORK	1,039.50	0.00	000000	0/00/00	1,039.50
01-003693	BRUNER & BRUNER	POLICE/MAGISTRATE	540.00	0.00	000000	0/00/00	540.00
01-003693	BRUNER & BRUNER	MID AMERICAN FRANCHISE	40.50	0.00	000000	0/00/00	40.50
01-003693	BRUNER & BRUNER	BOARD OF ADJUSTMENT	94.50	0.00	000000	0/00/00	94.50
01-003693	BRUNER & BRUNER	7TH STREET PROPERTY	677.00	0.00	000000	0/00/00	677.00
01-003693	BRUNER & BRUNER	PUBLIC WORKS/ENGINEER	499.50	0.00	000000	0/00/00	499.50
** TOTALS **			2,891.00	0.00			2,891.00
	BRUNER, JONATHAN D	* Payroll Expense	45.00				
	BURKE, BRADLEY J	* Payroll Expense	3,835.05				
01-004138	CAPITAL SANITARY SUPPLY	SUPPLIES	55.00	0.00	000000	0/00/00	55.00
** TOTALS **			55.00	0.00			55.00
01-025028	CAROL SCHOEPPNER	SECRETARY CONTRACT	350.00	350.00-	119385	10/15/20	0.00
** TOTALS **			350.00	350.00-			0.00
01-004122	CARROLL AREA CHILD CARE	FY21 FUNDNG REQUEST	17,000.00	0.00	000000	0/00/00	17,000.00
** TOTALS **			17,000.00	0.00			17,000.00
01-004123	CARROLL AREA DEVELOPMENT	CADC RETAIL RECRUITMENT FNDG	50,000.00	0.00	000000	0/00/00	50,000.00
** TOTALS **			50,000.00	0.00			50,000.00
01-000747	CARROLL AUTO SUPPLY	CLAMPS RETURNED	8.20-	0.00	000000	0/00/00	8.20-
01-000747	CARROLL AUTO SUPPLY	OIL AND FILTERS - UNIT #53	35.77	0.00	000000	0/00/00	35.77
01-000747	CARROLL AUTO SUPPLY	#22 FILTERS	34.68	0.00	000000	0/00/00	34.68
** TOTALS **			62.25	0.00			62.25
01-004132	CARROLL AVIATION INC.	CONTRACT	6,800.00	6,800.00-	119379	10/15/20	0.00
** TOTALS **			6,800.00	6,800.00-			0.00
01-004160	CARROLL COUNTY AUDITOR	1ST QTR COMM CENTER	61,285.81	0.00	000000	0/00/00	61,285.81
** TOTALS **			61,285.81	0.00			61,285.81
01-002169	CARROLL COUNTY PUBLIC HEA	HEP "B" - BRINKMAN & SAMPLE	150.00	0.00	000000	0/00/00	150.00

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
		** TOTALS **	150.00	0.00			150.00
01-004170	CARROLL COUNTY RECORDER	WATERMAIN REPLACEMENT 2020	27.00	0.00	000000	0/00/00	27.00
01-004170	CARROLL COUNTY RECORDER	UR PLAN/DEVELOPMENT AGMT	114.00	0.00	000000	0/00/00	114.00
		** TOTALS **	141.00	0.00			141.00
01-004200	CARROLL LUMBER	SCREWS	558.00	0.00	000000	0/00/00	558.00
		** TOTALS **	558.00	0.00			558.00
01-002977	CARROLL REFUSE SERVICE	SEPTEMBER GARBAGE	72.00	72.00-	119374	10/15/20	0.00
		** TOTALS **	72.00	72.00-			0.00
01-000991	CARUS PHOSPHATE INC.	WATER TREATMENT SUPPLIES	3,719.52	0.00	000000	0/00/00	3,719.52
		** TOTALS **	3,719.52	0.00			3,719.52
01-003632	CCI TECHNOLOGIES LLC	COMPUTER UPGRADE	1,000.00	1,000.00-	119418	10/21/20	0.00
01-003632	CCI TECHNOLOGIES LLC	IT MAINTENANCE	1,348.00	1,348.00-	119418	10/21/20	0.00
		** TOTALS **	2,348.00	2,348.00-			0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	152.96	152.96-	119413	10/21/20	0.00
01-002998	CENTURYLINK	BACKUP PHONE LINE	64.51	64.51-	119414	10/21/20	0.00
		** TOTALS **	217.47	217.47-			0.00
01-004137	CHAMBER OF COMMERCE	FLU SHOT CHAMBER BUCKS	290.00	0.00	000000	0/00/00	290.00
		** TOTALS **	290.00	0.00			290.00
01-001393	CHAMPION FORD INC.	12 VOLT BATTERY TRUCK #3	101.21	0.00	000000	0/00/00	101.21
01-001393	CHAMPION FORD INC.	POWER STEERING REPAIRS #4	122.68	0.00	000000	0/00/00	122.68
		** TOTALS **	223.89	0.00			223.89
01-002867	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	146.10	0.00	000000	0/00/00	146.10
		** TOTALS **	146.10	0.00			146.10
01-003633	CLEANING SOLUTIONS INC	SEPTEMBER LIBRARY CLEANING	3,120.00	3,120.00-	119419	10/21/20	0.00
		** TOTALS **	3,120.00	3,120.00-			0.00
	CMELIK, KYLE R	* Payroll Expense	78.75				
01-004835	COMMERCIAL SAVINGS BANK	OCT. ACH PROCESSING FEES	122.82	122.82-	000000	10/15/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FEDERAL WITHHOLDINGS	13,208.72	13,208.72-	000905	10/22/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	FICA WITHHOLDING	15,335.80	15,335.80-	000905	10/22/20	0.00
01-004835	COMMERCIAL SAVINGS BANK	MEDICARE WITHHOLDING	4,626.42	4,626.42-	000905	10/22/20	0.00
		** TOTALS **	33,293.76	33,293.76-			0.00

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020
PARTIALLY ITEMS DATES:	10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020
UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002071	COMPUTER REPAIR & SERVICE	CABLE	7.00	0.00	000000	0/00/00	7.00
01-002071	COMPUTER REPAIR & SERVICE	VPN SETUP	340.00	0.00	000000	0/00/00	340.00
01-002071	COMPUTER REPAIR & SERVICE	ANTI-VIRUS PARKS	30.00	0.00	000000	0/00/00	30.00
		** TOTALS **	377.00	0.00			377.00
01-003145	CORE AND MAIN LP	METERS	2,106.00	0.00	000000	0/00/00	2,106.00
		** TOTALS **	2,106.00	0.00			2,106.00
01-036008	COREY VENTEICHER	STEEL TOED BOOTS	200.00	200.00-	119429	10/21/20	0.00
		** TOTALS **	200.00	200.00-			0.00
01-001595	COUNSEL OFFICE & DOCUMENT	COPIER CONTRACT	157.92	0.00	000000	0/00/00	157.92
		** TOTALS **	157.92	0.00			157.92
	CULLEN, JEFFERY M	* Payroll Expense	75.00				
01-005395	D & K PRODUCTS	CHEMICALS AND FERTILIZER	735.19	0.00	000000	0/00/00	735.19
		** TOTALS **	735.19	0.00			735.19
	DANNER, TREVOR J	* Payroll Expense	21.00				
	DENTLINGER, ADAM J	* Payroll Expense	90.00				
	DENTLINGER, JEROME M	* Payroll Expense	2,754.10				
01-001965	DIANE TRACY	BOOK DROPS MILEAGE	30.36	30.36-	119409	10/21/20	0.00
		** TOTALS **	30.36	30.36-			0.00
	DOSE, JONATHAN T	* Payroll Expense	60.38				
01-006150	DPC INDUSTRIES INC	WATER TREATMENT SUPPLIES	4,356.00	0.00	000000	0/00/00	4,356.00
		** TOTALS **	4,356.00	0.00			4,356.00
01-012590	ECHO ELECTRIC SUPPLY	ELECTRIC SUPPLIES	10.90	10.90-	119382	10/15/20	0.00
01-012590	ECHO ELECTRIC SUPPLY	ELECTRIC SUPPLIES	10.90	10.90-	119382	10/15/20	0.00
01-012590	ECHO ELECTRIC SUPPLY	ELECTRICAL SUPPLIES	47.05	0.00	000000	0/00/00	47.05
		** TOTALS **	68.85	21.80-			47.05
01-006810	ECOWATER SYSTEMS	COOLER RENT/WATER	106.42	106.42-	119380	10/15/20	0.00
		** TOTALS **	106.42	106.42-			0.00
01-003723	EDDY'S LIMBS	TREE REMOVAL PICKLEBALL CRTS	2,000.00	0.00	000000	0/00/00	2,000.00
		** TOTALS **	2,000.00	0.00			2,000.00

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UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-003715	EDUCATIONAL DEVELOPMENT C	BOOKS	9.99	9.99-	119420	10/21/20	0.00
		** TOTALS **	9.99	9.99-			0.00
	EHLERS, JEREMY D	* Payroll Expense	1,991.44				
	EVANS, DONNA	* Payroll Expense	1,768.97				
01-003720	FAHRNER ASPHALT SEALERS L	3/21 RE-HAB PROJECT	243,812.82	243,812.82-	119378	10/15/20	0.00
		** TOTALS **	243,812.82	243,812.82-			0.00
01-008027	FAREWAY STORES	EMPLOYEE RECOGNITION	29.13	0.00	000000	0/00/00	29.13
		** TOTALS **	29.13	0.00			29.13
01-006860	FELD FIRE EQUIPMENT CO.	PROTECTIVE BOOTS - HAMILTON	282.50	0.00	000000	0/00/00	282.50
01-006860	FELD FIRE EQUIPMENT CO.	EXTINGUISHERS INSPECTED	20.00	0.00	000000	0/00/00	20.00
01-006860	FELD FIRE EQUIPMENT CO.	EXTINGUISHERS INSPECTED	20.00	0.00	000000	0/00/00	20.00
01-006860	FELD FIRE EQUIPMENT CO.	EXTINGUISHERS INSPECTED	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	372.50	0.00			372.50
01-008212	FELDMANN & CO. CPA'S PC	1/3 FY 20 AUDIT SERVICES	4,660.00	0.00	000000	0/00/00	4,660.00
		** TOTALS **	4,660.00	0.00			4,660.00
	FENNELL, DONTE J	* Payroll Expense	22.50				
	FERRIN, JUSTIN M	* Payroll Expense	2,407.76				
	FIFERLICK, BLAKE C	* Payroll Expense	2,148.02				
01-001946	FIRE SERVICE TRAINING BUR	RE-TEST FEE - SATTERWHITE	50.00	0.00	000000	0/00/00	50.00
		** TOTALS **	50.00	0.00			50.00
01-000013	FIRE/POLICE RETIREMENT SY	MFPRSI CONTRIBUTIONS	12,948.77	12,948.77-	000906	10/22/20	0.00
		** TOTALS **	12,948.77	12,948.77-			0.00
01-002806	FOUNDATION ANALYTICAL LAB	LAB TESTING	819.60	0.00	000000	0/00/00	819.60
		** TOTALS **	819.60	0.00			819.60
01-003534	FUSEBOX MARKETING	WEBSITE HOSTING	270.00	0.00	000000	0/00/00	270.00
		** TOTALS **	270.00	0.00			270.00
01-009540	GENERAL TRAFFIC CONTROLS	SIGNAL REPAIR PARTS	395.00	0.00	000000	0/00/00	395.00
		** TOTALS **	395.00	0.00			395.00
	GLASS, KELLY G	* Payroll Expense	420.00				



A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE---
	GLASS, SUSAN	* Payroll Expense	95.00				
	GOETZ, ISAAH L	* Payroll Expense	28.19				
	GOETZINGER, ANDY C	* Payroll Expense	60.00				
	GOETZINGER, AUSTIN M	* Payroll Expense	90.00				
	GOETZINGER, DEBRA K	* Payroll Expense	2,211.84				
01-003721	GOLF MAX	GOLF PENCILS	389.37	0.00	000000	0/00/00	389.37
		** TOTALS **	389.37	0.00			389.37
01-001992	GOLF SERVICES LLC	OCT. CLUBHOUSE MANAGER	3,614.29	0.00	000000	0/00/00	3,614.29
		** TOTALS **	3,614.29	0.00			3,614.29
01-010156	GRAPHIC EDGE LLC	FLAG FOOTBALL SHIRT	4.75	0.00	000000	0/00/00	4.75
		** TOTALS **	4.75	0.00			4.75
	GROSS, VINCENT J	* Payroll Expense	581.88				
	GROSS, WILLIAM J	* Payroll Expense	60.00				
	GRUNDMEIER, JOLEEN A	* Payroll Expense	131.25				
01-000992	GUTE TREE SERVICE	TREE AND STUMP REMOVAL	400.00	400.00-	119372	10/15/20	0.00
		** TOTALS **	400.00	400.00-			0.00
	HAAKENSEN, SCOTT	* Payroll Expense	2,850.41				
	HAMILTON, JOSH R	* Payroll Expense	105.00				
	HANLIN, PAMELA J	* Payroll Expense	1,728.49				
	HANNASCH, DANIEL J	* Payroll Expense	105.00				
	HANNASCH, JACOB D	* Payroll Expense	120.00				
	HARMON, JESSICA M	* Payroll Expense	1,740.08				
	HAVERMANN, JADE C	* Payroll Expense	86.00				
	HAYS, JARED Z	* Payroll Expense	2,856.53				

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

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PARTIALLY ITEMS DATES:	10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020
UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
	HEINRICHS, JEREMY J	* Payroll Expense	105.00				
	HEITHOFF, MICHAEL J	* Payroll Expense	2,151.12				
	HELMKAMP, JEFF L	* Payroll Expense	90.00				
01-005410	HERALD PUBLISHING COMPANY	PUBLICITY	75.00	75.00-	119421	10/21/20	0.00
		** TOTALS **	75.00	75.00-			0.00
	HILL, MARY LEE	* Payroll Expense	132.00				
	HOBBS, PATRICIA J	* Payroll Expense	213.00				
	HOFFMAN, KEVIN G	* Payroll Expense	2,248.24				
	HOLDSWORTH, VALERIE M	* Payroll Expense	107.19				
	HOLM, JENNIFER E	* Payroll Expense	84.00				
01-011831	HY-VEE INC.	STAFF PLANNING SESSION	38.10	38.10-	119422	10/21/20	0.00
		** TOTALS **	38.10	38.10-			0.00
01-000019	ICMA MEMBERSHIP RENEWALS	ICMA MEMBERSHIP DUES	1,089.57	0.00	000000	0/00/00	1,089.57
		** TOTALS **	1,089.57	0.00			1,089.57
01-012642	IOWA LAW ENFORCE ACADEMY	DT INSTRUCTOR	625.00	0.00	000000	0/00/00	625.00
		** TOTALS **	625.00	0.00			625.00
01-012672	IOWA POETRY ASSOCIATION	BOOK	9.00	9.00-	119423	10/21/20	0.00
		** TOTALS **	9.00	9.00-			0.00
01-012678	IOWA PRISON INDUSTRIES	AIR FILTER	93.60	0.00	000000	0/00/00	93.60
		** TOTALS **	93.60	0.00			93.60
01-012685	IOWA SMALL ENGINE CENTER	AIR FILTERS	29.36	0.00	000000	0/00/00	29.36
01-012685	IOWA SMALL ENGINE CENTER	CHAIN SAW OIL	17.45	0.00	000000	0/00/00	17.45
01-012685	IOWA SMALL ENGINE CENTER	AIR FILTERS	0.88	0.00	000000	0/00/00	0.88
		** TOTALS **	47.69	0.00			47.69
01-012706	IPERS	IPERS CONTRIBUTIONS	18,757.94	18,757.94-	000907	10/22/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	321.77	321.77-	000907	10/22/20	0.00
01-012706	IPERS	IPERS CONTRIBUTIONS	69.45	69.45-	000907	10/22/20	0.00
		** TOTALS **	19,149.16	19,149.16-			0.00

ACCOUNTS PAYABLE  
 OPEN ITEM REPORT  
 SUMMARY

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
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UNPAID ITEMS DATES	:	10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
01-002453	JASON MATTHEW LAMBERTZ	PRODUCTIONS COSTS	960.00	0.00	000000	0/00/00	960.00
		** TOTALS **	960.00	0.00			960.00
01-013917	JEO CONSULTING GROUP INC.	STREET RESURFACING 2020	22,042.50	0.00	000000	0/00/00	22,042.50
		** TOTALS **	22,042.50	0.00			22,042.50
01-003719	JERRY TRYON	REFUND ACH GOLF MEMBERSHIP	164.52	164.52-	119377	10/15/20	0.00
		** TOTALS **	164.52	164.52-			0.00
01-025020	JOHN DEERE FINANCIAL	#35 FILTERS	62.58	62.58-	119384	10/15/20	0.00
		** TOTALS **	62.58	62.58-			0.00
	JOHNSON, PERRY D	* Payroll Expense	2,534.42				
01-002163	JR'S UNLOCK SERVICE	REPLACE MASTER KEYS REC CENTER	49.00	0.00	000000	0/00/00	49.00
01-002163	JR'S UNLOCK SERVICE	LOCK REPLACEMENT WTP	107.00	0.00	000000	0/00/00	107.00
		** TOTALS **	156.00	0.00			156.00
	KANE-STEWART, KYRA R	* Payroll Expense	210.00				
01-014520	KASPERBAUER CLEANING SER	LAUNDRER RUGS	96.64	0.00	000000	0/00/00	96.64
		** TOTALS **	96.64	0.00			96.64
	KATHOL, ETHAN C	* Payroll Expense	2,895.66				
01-001345	KELTEK INCORPORATED	UNIT #20 LIGHTBAR	753.18	0.00	000000	0/00/00	753.18
		** TOTALS **	753.18	0.00			753.18
	KENNEBECK, MATTHEW J	* Payroll Expense	2,383.65				
	KERSEY, PAUL E	* Payroll Expense	2,985.41				
01-014815	KEYSTONE LABORATORIES	BACTERIA/LEAD & COPPER SAMPLES	270.50	0.00	000000	0/00/00	270.50
		** TOTALS **	270.50	0.00			270.50
	KILLEEN, MICHAEL J	* Payroll Expense	2,568.42				
	KIRSCH, JASON A	* Payroll Expense	2,423.76				
	KIRSCH, JAYDEN J	* Payroll Expense	50.00				
	KLEESPIES, SEAN C	* Payroll Expense	3,425.92				
	KLEVER, ALEX T	* Payroll Expense	2,453.08				

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VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
	KLUVER, TERRY L	* Payroll Expense	3,087.53				
	KRAUEL, RANDALL M	* Payroll Expense	4,402.87				
	KUHLMANN, CHRISTY L	* Payroll Expense	81.25				
	LAHR, JOSHUA J	* Payroll Expense	75.00				
	LAMBERTZ, ROBERT C	* Payroll Expense	1,991.44				
01-002969	LINKEDIN CORPORATION	LYNDA.COM DATABASE	2,300.00	2,300.00-	119412	10/21/20	0.00
		** TOTALS **	2,300.00	2,300.00-			0.00
01-002914	LOU'S GLOVES INC	BLACK LATEX GLOVES	139.00	0.00	000000	0/00/00	139.00
		** TOTALS **	139.00	0.00			139.00
	LUDWIG, JODI	* Payroll Expense	143.44				
	LUX, HALEY T	* Payroll Expense	42.50				
	LUX, KURT R	* Payroll Expense	90.00				
01-002331	MACQUEEN EQUIPMENT LLC	MESH SCREEN	35.21	0.00	000000	0/00/00	35.21
		** TOTALS **	35.21	0.00			35.21
	MADIGAN, MICHAEL G	* Payroll Expense	317.25				
	MAGILL, CHERYL L	* Payroll Expense	84.00				
	MAGILL, GRANT N	* Payroll Expense	1,780.03				
01-017123	MANGOLD ENVIRONMENTAL	SAMPLE ANALYSIS TOWER IMP	36.00	0.00	000000	0/00/00	36.00
01-017123	MANGOLD ENVIRONMENTAL	BACTERIA SAMPLE TESTING	70.00	0.00	000000	0/00/00	70.00
		** TOTALS **	106.00	0.00			106.00
01-017133	MASTERCARD	SUPPLIES	258.34	258.34-	119424	10/21/20	0.00
01-017133	MASTERCARD	SUPPLIES AND TRAINING	341.22	341.22-	119425	10/21/20	0.00
01-017133	MASTERCARD	SUPPLIES	387.36	387.36-	119426	10/21/20	0.00
		** TOTALS **	986.92	986.92-			0.00
01-002993	MC CLURE ENGINEERING CO.	ENG. SERVICES - RE-HAB PROJECT	15,765.71	15,765.71-	119375	10/15/20	0.00
		** TOTALS **	15,765.71	15,765.71-			0.00
	MCCARTY, PATRICK M	* Payroll Expense	2,370.31				

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

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: 10/09/2020 THRU 10/22/2020		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020
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UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
	MENTZER, BRIAN C	* Payroll Expense	2,327.44				
	MENTZER, KAREN A	* Payroll Expense	1,954.41				
01-003461	MERCHANT SERVICES	CC PROCESSING FEES	667.95	667.95-	000000	10/14/20	0.00
		** TOTALS **	667.95	667.95-			0.00
	MERTES, MICHAEL J	* Payroll Expense	2,001.04				
	MESCHER, HANNAH R	* Payroll Expense	351.06				
01-003199	MINITEX	BARCODE LABELS	213.00	213.00-	119415	10/21/20	0.00
		** TOTALS **	213.00	213.00-			0.00
	MOLITOR, JAMES A	* Payroll Expense	588.00				
	MOSMAN, KURT M	* Payroll Expense	2,076.08				
01-017855	MPH INDUSTRIES INC.	#20 CABLE ASSEMBLY	139.31	0.00	000000	0/00/00	139.31
		** TOTALS **	139.31	0.00			139.31
	MUNIZ, JAZMYN A	* Payroll Expense	24.19				
	NABERHAUS, MEGGAN E	* Payroll Expense	1,954.41				
01-018408	NAPA AUTO PARTS	#35 FUSES	14.98	0.00	000000	0/00/00	14.98
		** TOTALS **	14.98	0.00			14.98
01-003263	NETBANK	SEPT EFT PROCESSING FEES	104.28	104.28-	000000	10/15/20	0.00
		** TOTALS **	104.28	104.28-			0.00
01-002824	NICE RINK	ICE RINK LINER REPLACEMENT	1,998.78	0.00	000000	0/00/00	1,998.78
		** TOTALS **	1,998.78	0.00			1,998.78
	NICHOLS, JEFFERY R	* Payroll Expense	2,190.88				
01-003623	NORTHERN LAKE SERVICE	WATER SAMPLES TESTED	1,025.50	0.00	000000	0/00/00	1,025.50
		** TOTALS **	1,025.50	0.00			1,025.50
01-020326	OPTIONS INK	TONER CARTRIDGE	84.95	0.00	000000	0/00/00	84.95
01-020326	OPTIONS INK	FREIGHT - WATER SAMPLES	36.43	0.00	000000	0/00/00	36.43
		** TOTALS **	121.38	0.00			121.38
01-001520	OUR IOWA	PERIODICAL RENEWAL	34.98	34.98-	119407	10/21/20	0.00

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

PAID ITEMS DATES	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
: 10/09/2020 THRU 10/22/2020		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020
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UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
** TOTALS **			34.98	34.98-			0.00
01-021050	P & H WHOLESALE INC.	AIR FILTERS	1,941.73	0.00	000000	0/00/00	1,941.73
01-021050	P & H WHOLESALE INC.	PLUMBING PARTS	152.68	0.00	000000	0/00/00	152.68
** TOTALS **			2,094.41	0.00			2,094.41
	PACHECO-BELEN, WALTER M	* Payroll Expense	2,022.48				
	PARCHER, SCOTT A	* Payroll Expense	152.50				
01-000169	PERRY JOHNSON	SEPT MILEAGE INSPECTIONS	124.20	0.00	000000	0/00/00	124.20
** TOTALS **			124.20	0.00			124.20
	POGGE-WEAVER, MICHEL J	* Payroll Expense	5,310.57				
01-001327	POLICE LEGAL SCIENCES INC	PLS SUBSCRIPTION	1,800.00	0.00	000000	0/00/00	1,800.00
** TOTALS **			1,800.00	0.00			1,800.00
	POTTEBAUM, DALE R	* Payroll Expense	2,435.28				
01-021860	PRESTO-X-COMPANY	PEST CONTROL - REC CENTER	60.00	0.00	000000	0/00/00	60.00
01-021860	PRESTO-X-COMPANY	PEST CONTROL 627 N ADAMS	75.00	0.00	000000	0/00/00	75.00
** TOTALS **			135.00	0.00			135.00
	PROMES, CAREY A	* Payroll Expense	3,167.89				
	PUDENZ, DEVIN R	* Payroll Expense	2,464.49				
	PUDENZ, PATRICK M	* Payroll Expense	2,248.24				
	PUDENZ, STEVEN C	* Payroll Expense	2,057.12				
	QUANDT, SCOTTY R	* Payroll Expense	45.00				
01-009870	RACCOON VALLEY ELECTRIC C	SEPT. ELECTRIC SERVICE	1,091.76	1,091.76-	119381	10/15/20	0.00
01-009870	RACCOON VALLEY ELECTRIC C	SEPT. ELECTRIC AIR METHODS	211.73	211.73-	119381	10/15/20	0.00
** TOTALS **			1,303.49	1,303.49-			0.00
	REICKS, KELSIE M	* Payroll Expense	190.00				
	REICKS, MARY C	* Payroll Expense	725.63				
	REICKS, MATTHEW F	* Payroll Expense	396.88				



A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES :	10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020
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UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
	REINCKE, KEVIN L	* Payroll Expense	2,008.52				
	REINCKE, KEVIN L	* Payroll Expense	90.00				
	RIEDEL, MATTHEW J	* Payroll Expense	2,306.40				
01-002987	RIESBERG AUDIO AND DETAIL #20	EQUIPMENT INSTALL	2,740.00	0.00	000000	0/00/00	2,740.00
		** TOTALS **	2,740.00	0.00			2,740.00
	RUHNKE, BRADLEY E	* Payroll Expense	90.00				
01-024630	RUTTEN'S VACUUM CENTER	VACUUM SWITCH AND SERVICE	99.98	0.00	000000	0/00/00	99.98
		** TOTALS **	99.98	0.00			99.98
	SAMPLE, JOSHUA H	* Payroll Expense	45.00				
	SATTERWHITE, CHRISTOPHER	* Payroll Expense	123.75				
	SCHAEFER, LAURA A	* Payroll Expense	3,429.45				
	SCHLATER, DIANE R	* Payroll Expense	1,694.08				
	SCHRECK JR, WILLIAM G	* Payroll Expense	90.00				
	SCHRECK, GREGORY L	* Payroll Expense	2,942.72				
	SCHRECK, GREGORY L	* Payroll Expense	343.49				
	SCHRECK, JESSICA J	* Payroll Expense	2,763.36				
	SCHULTE, KAYLEE A	* Payroll Expense	172.97				
	SCHULTES, TYLER D	* Payroll Expense	2,001.04				
	SCHULTES, TYLER L	* Payroll Expense	105.00				
01-025250	SHERWIN WILLIAMS CO.	SUPPLIES	11.60	0.00	000000	0/00/00	11.60
		** TOTALS **	11.60	0.00			11.60
	SHIELDS, ROBERT D	* Payroll Expense	200.42				
01-000155	SHIVE HATTERY INC	CARROLL TRAILS SEGMENT III #7	2,156.00	0.00	000000	0/00/00	2,156.00
		** TOTALS **	2,156.00	0.00			2,156.00

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

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UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
	SIMONS, MINDIE L	* Payroll Expense	45.00				
	SLATTERY, DONA	* Payroll Expense	129.38				
	SLECHTA, KELLY J	* Payroll Expense	1,694.08				
	SNYDER, ANDY L	* Payroll Expense	2,378.00				
	SNYDER, DAVID C	* Payroll Expense	1,423.04				
01-004178	SOLID WASTE MANAGEMENT CO	STUMP DISPOSAL PICKLEBALL CRT	198.90	0.00	000000	0/00/00	198.90
		** TOTALS **	198.90	0.00			198.90
01-003722	SOLVED BENEFIT SERVICES	SEPT HRA CHECKS	1,717.84	1,717.84-	000000	10/14/20	0.00
		** TOTALS **	1,717.84	1,717.84-			0.00
01-025606	SOPPE CHIROPRACTIC CLINIC	RANDOM DRUG TESTING	40.00	0.00	000000	0/00/00	40.00
		** TOTALS **	40.00	0.00			40.00
	SORENSEN, GAROLD A	* Payroll Expense	2,010.11				
	SOYER, ELISE M	* Payroll Expense	52.50				
	SPORRER, JOSHUA L	* Payroll Expense	123.75				
	ST. PETER, BAILEY J	* Payroll Expense	233.82				
	ST. PETER, EMILY E	* Payroll Expense	144.38				
	STEWART, TRYSTAN J	* Payroll Expense	289.56				
01-025880	STONE PRINTING CO.	CALCULATOR RIBBONS	17.94	0.00	000000	0/00/00	17.94
01-025880	STONE PRINTING CO.	LAMINATING	3.00	0.00	000000	0/00/00	3.00
01-025880	STONE PRINTING CO.	LAMINATING	5.00	0.00	000000	0/00/00	5.00
01-025880	STONE PRINTING CO.	LAMINATING	2.00	2.00-	119427	10/21/20	0.00
01-025880	STONE PRINTING CO.	POSTAGE PAID ENVELOPES REC	708.70	0.00	000000	0/00/00	708.70
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	217.65	217.65-	119427	10/21/20	0.00
01-025880	STONE PRINTING CO.	OFFICE SUPPLIES	4.78	4.78-	119427	10/21/20	0.00
01-025880	STONE PRINTING CO.	TONER CARTRIDGE	64.99	0.00	000000	0/00/00	64.99
		** TOTALS **	1,024.06	224.43-			799.63
	STRASSER, KAYLA M	* Payroll Expense	341.91				
	STRAUTMAN, MICHAEL T	* Payroll Expense	90.00				

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UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	VENDOR NAME	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE
	THOMSEN, KORA M	* Payroll Expense	50.00				
	TIEFENTHALER, GARY W	* Payroll Expense	60.00				
	TRACY, DIANE M	* Payroll Expense	1,694.08				
01-027060	TREASURER OF IOWA	SEPT. SALES TAX	14,122.00	14,122.00-	000000	10/14/20	0.00
		** TOTALS **	14,122.00	14,122.00-			0.00
01-027085	TROPHIES PLUS INC.	YOUTH SOCCER CAMP MEDALS	150.00	0.00	000000	0/00/00	150.00
		** TOTALS **	150.00	0.00			150.00
01-000875	TRUE NORTH COMPANIES	A D & D INSURANCE FIRE DEPT	465.50	0.00	000000	0/00/00	465.50
		** TOTALS **	465.50	0.00			465.50
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 10/3/2020	23.22	23.22-	119386	10/15/20	0.00
01-028168	UNITED PARCEL SERVICE	FREIGHT W/E 10/10/2020	34.78	34.78-	119428	10/21/20	0.00
		** TOTALS **	58.00	58.00-			0.00
	VAN ERDEWYK, RACHEL L	* Payroll Expense	2,992.73				
01-028814	VAN METER COMPANY, THE	MOTOR CONTROL - WELL #14	1,421.61	0.00	000000	0/00/00	1,421.61
		** TOTALS **	1,421.61	0.00			1,421.61
	VANDERBERG, BRADY S	* Payroll Expense	75.00				
	VANDERHEIDEN, MARTY J	* Payroll Expense	45.00				
	VENTEICHER, COREY L	* Payroll Expense	1,991.44				
01-029020	VINCHATTLE ENTERPRISES IN	SCADA COMPUTER	421.15	0.00	000000	0/00/00	421.15
		** TOTALS **	421.15	0.00			421.15
01-030120	WAL-MART STORE #01-1787	SUPPLIES	17.22	0.00	000000	0/00/00	17.22
01-030120	WAL-MART STORE #01-1787	OFFICE SUPPLIES	12.11	0.00	000000	0/00/00	12.11
01-030120	WAL-MART STORE #01-1787	SUPPLIES	59.66	0.00	000000	0/00/00	59.66
01-030120	WAL-MART STORE #01-1787	HALLOWEEN BASH SUPPLIES	15.49	0.00	000000	0/00/00	15.49
01-030120	WAL-MART STORE #01-1787	CLEANING SUPPLIES	11.94	0.00	000000	0/00/00	11.94
01-030120	WAL-MART STORE #01-1787	SUPPLIES	44.97	0.00	000000	0/00/00	44.97
01-030120	WAL-MART STORE #01-1787	BATTERIES AND OFFICE SUPPLIES	65.12	0.00	000000	0/00/00	65.12
01-030120	WAL-MART STORE #01-1787	CDS, BATTERIES AND MARKERS	76.41	0.00	000000	0/00/00	76.41
01-030120	WAL-MART STORE #01-1787	SUPPLIES	16.83	0.00	000000	0/00/00	16.83
		** TOTALS **	319.75	0.00			319.75

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
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UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

VENDOR	----- VENDOR NAME -----	DESCRIPTION	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
	WARDELL, JACK E	* Payroll Expense	3,342.09				
	WARNKE, BRAD A	* Payroll Expense	75.00				
	WARNKE, JEFFREY D	* Payroll Expense	2,001.04				
01-000191	WATTERS LANDSCAPING	AERIFYING OF GREENS	2,900.00	0.00	000000	0/00/00	2,900.00
		** TOTALS **	2,900.00	0.00			2,900.00
	WEBER, MARK J	* Payroll Expense	940.00				
	WEBER, THOMAS P	* Payroll Expense	2,850.41				
01-003377	WELLMARK BLUE CROSS/BLUE	NOV. HEALTH INSURANCE PREMIUMS	39,591.94	39,591.94-	119417	10/21/20	0.00
		** TOTALS **	39,591.94	39,591.94-			0.00
	WEST, THERESA M	* Payroll Expense	228.00				
01-002381	WESTMOR FLUID SOLUTIONS L	FUEL DELIVERY SYSTEM REPAIRS	401.59	401.59-	119373	10/15/20	0.00
01-002381	WESTMOR FLUID SOLUTIONS L	FUEL SYSTEM DELIVERY REPAIRS	225.64	225.64-	119373	10/15/20	0.00
		** TOTALS **	627.23	627.23-			0.00
	WILLENBORG, JANIS	* Payroll Expense	197.63				
01-030355	WITTROCK MOTOR CO.	SEPTEMBER CAR RENTAL	349.00	349.00-	119387	10/15/20	0.00
		** TOTALS **	349.00	349.00-			0.00
	WITTROCK, JILL M	* Payroll Expense	142.44				
01-003307	WORLDPAY INTEGRATED PAYME	CC PRICISSING FEES	780.14	780.14-	000000	10/15/20	0.00
		** TOTALS **	780.14	780.14-			0.00
	WORLEY, VICKIE L	* Payroll Expense	75.00				
	WUEBKER, ADAM J	* Payroll Expense	60.00				
	YETMAR, JUSTIN D	* Payroll Expense	108.75				

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
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UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	578,490.47	578,490.47CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	203,944.23	0.00	203,944.23
VOID ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>782,434.70</b>	<b>578,490.47CR</b>	<b>203,944.23</b>

U N P A I D R E C A P

UNPAID INVOICE TOTALS	203,952.43
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	8.20CR
<b>** UNPAID TOTALS **</b>	<b>203,944.23</b>

A C C O U N T S P A Y A B L E  
 O P E N I T E M R E P O R T  
 S U M M A R Y

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UNPAID ITEMS DATES :		10/09/2020 THRU 10/22/2020	10/09/2020 THRU 10/22/2020

FUND TOTALS

001	GENERAL FUND	189,088.01
010	HOTEL/MOTEL TAX	29.17
110	ROAD USE TAX FUND	7,242.12
121	LOCAL OPTION SALES TAX	50,000.00
303	C.P. - AIRPORT	259,578.53
304	C.P. STREETS	22,055.50
311	C.P.-PARKS & RECREATION	4,354.90
600	WATER UTILITY FUND	30,461.51
602	WATER UTILITY CAP. IMP.	81.00
610	SEWER UTILITY FUND	11,104.41
620	STORM WATER UTILITY	566.00
850	MEDICAL INSURANCE FUND	41,309.78
	* PAYROLL EXPENSE	166,563.77

GRAND TOTAL		782,434.70
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# City of Carroll

**Brad Burke, Chief of Police**

**Police Department**

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

**TO:** Mike Pogge-Weaver, City Manager

*MJP*

**FROM:** Brad Burke, Chief of Police

*BB*

**DATE:** October 22, 2020

**RE:** Renewal of License

The following establishments have applied for renewal of license:

Rancho Grande

323 North Main Street

Renewal Class "C" Liquor License with Outdoor Service and Sunday Sales

Fareway Stores, Inc. #409

709 Monterey Drive

Renewal Class "E" Liquor License with Class "C" Beer Permit (Carryout Beer) and Class "B" Wine Permit (Carryout Wine Includes Native Wine)

Hy-Vee Fast and Fresh

905 Hwy 30 West

Renewal Class "C" Beer Permit with Class "B" Wine Permit (Carryout Wine Includes Native Wine) and Sunday Sales

Hy-Vee Market Cafe

905 Hwy 30 West

Renewal Class "C" Liquor License with Catering Privilege and Sunday Sales

**RECOMMENDATION:** Council consideration and approval of these applications.

# City of Carroll

Brad Burke, Chief of Police

Police Department

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-3536

FAX: (712) 792-8088

**MEMO TO:** Mike Pogge-Weaver, City Manager *MPW*

**FROM:** Brad Burke, Chief of Police *BB*

**DATE:** October 8, 2020

**SUBJECT:** Carroll City Ordinance Chapter 44, Noise Control, addition

In December of 2019, the City Code of Ordinances amended Disorderly Conduct due to a court ruling that the code was unconstitutionally vague. Since that time, the police department has not been able to adequately handle noise complaints. After a review with the City Attorney, City Manager, and Mayor, the attached draft of the ordinance was created.

**RECOMMENDATION:** Council consideration and first reading of the ordinance addition of Noise Control, Chapter 44 of the City of Carroll Code of Ordinances.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, 2011, BY ADDING A NEW CHAPTER FOR NOISE CONTROL

BE IT ENACTED by the City Council of the City of Carroll, Iowa:

SECTION 1. NEW CHAPTER

The Code of Ordinances of the City of Carroll, Iowa, is amended by adding a new chapter, Chapter 44, entitled NOISE CONTROL, which is hereby adopted to read as follows:

44.01: DEFINITIONS:

As used in this chapter, the following definitions shall apply:

1. **AMPLIFIED SOUND:** To increase sound in intensity and duration by electrical, electronic, mechanical or other nonhuman means, including an electronic device.
2. **NOISE DISTURBANCE:** Any loud and raucous noise, or any noise which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of reasonable persons of ordinary sensitivity.
3. **PERSON:** Any natural person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assignee of any of the foregoing, or any other legal entity.
4. **PLAINLY AUDIBLE:** Any sound for which the information content of the sound is transferred to the listener such as, but not limited to, understanding of spoken speech, comprehension of whether a voice is raised or lowered or comprehension of musical rhythms.
5. **PUBLIC PLACE:** Any street, avenue, boulevard, highway, sidewalk or alley or similar place owned or controlled by the city, including any structure or park.
6. **REAL PROPERTY LINE:** An imaginary line along the ground surface and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intrabuilding real property divisions.
7. **SOUND PRODUCTION DEVICE:** Radio, tape player, disc player, loudspeaker, digital audio player, portable media player or other electric, electronic or mechanical device that produces or reproduces sound.

44.02: SPECIFIC ACTIVITIES PROHIBITED:

1. No person shall play or operate, or permit the playing or operating of, a sound production device within a motorized vehicle that is plainly audible by any person: 1) either across a real property line or at a distance of fifty feet (50') or more from the vehicle; and 2) for more than thirty (30) continuous seconds.
2. No person shall operate a motor vehicle or a recreational vehicle whose exhaust system has been modified by the installation of a muffler cut-out or bypass to create excessive or unusual noise, that is plainly audible by any person: 1) either across a real property line or at a distance of fifty feet (50') or more from the vehicle; and 2) for more than thirty (30) continuous seconds.

3. No person shall cause or create, or permit the causing or creating of, a noise disturbance that is plainly audible by any person: 1) either across a real property line or at a distance of fifty feet (50'); and 2) for more than thirty (30) continuous seconds.
4. No person shall so load, unload, open, close or handle boxes, crates, containers, building materials, garbage cans or similar objects outdoors between the hours of ten o'clock (10:00) P.M. and five o'clock (5:00) A.M. the following morning as to create a noise disturbance across the real property line for more than thirty (30) continuous seconds. property.
5. No person shall operate construction equipment before six o'clock (6:00) A.M. and after ten o'clock (10:00) P.M. to create a noise disturbance across the real property line of residentially zoned property for more than thirty (30) continuous seconds, unless a permit therefor has been obtained from the city.

#### 44.03: EXCEPTIONS TO PROVISIONS:

The provisions herein shall not apply to:

1. The emission of sound for the purpose of alerting persons to the time of day, the existence of an emergency or the approved testing thereof.
2. The emission of sound in the performance of emergency work, including snow removal and maintenance of trees.
3. Emergency vehicles, such as firetrucks, police and ambulances.
4. Essential services, such as electrical substations and safety devices.
5. Construction and maintenance activities between six o'clock (6:00) A.M. and ten o'clock (10:00) P.M. "Maintenance activities" shall be nonroutine operations, temporary in nature and conducted infrequently.
6. Cement sawing of freshly poured concrete street, alley, sidewalk or road surface.
7. Reasonable activities conducted on public playgrounds and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including, but not limited to, school athletic and school entertainment events.
8. Events conducted by affiliated groups if sponsored or funded in whole or in part, by a governmental entity.
9. Equipment used for political advertisements.
10. Equipment used for public health and safety purposes.
11. Church or clock carillons, bells or chimes or other reasonable sounding of devices from houses of worship.
12. Parades, processions or other public events.
13. Car or truck horns or similar devices when used to denote danger or a warning or possible danger.
14. Garbage collections services as applied in Chapter 106 of the City of Carroll Code of Ordinances.
15. Special permission may be granted by the Chief of Police to exceed the noise and/or time limits outlined in this chapter for specific activities, events, celebrations, and public gatherings.

#### 44.04: VIOLATION:

Violation of this chapter shall be considered a municipal infraction punishable by a penalty as provided for in section 1.14 of this code or a simple misdemeanor punishable by a fine of at least ninety dollars (\$90.00), but not more than eight hundred fifty-five dollars (\$855.00).

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

\_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MOP-w*  
**FROM:** Jack Wardell, Director of Parks and Recreation *JW*  
**DATE:** October 16, 2020  
**SUBJECT:** Aquatic Center 2020 Update

A summary of the Aquatic Center financials is below:

Aquatic Center	Revenue	Expenses	Personnel	Services & Commodities	Capital	Deficit
F.Y. 08-09	\$ 410	\$ 798	\$ -	\$ 798	\$ -	\$ (388)
F.Y. 09-10	\$ 165,425	\$ 95,976	\$ 41,308	\$ 54,668	\$ -	\$ 69,449
F.Y. 10-11	\$ 138,412	\$ 116,976	\$ 57,818	\$ 54,324	\$ 4,834	\$ 21,436
F.Y. 11-12	\$ 139,281	\$ 119,152	\$ 49,938	\$ 69,214	\$ -	\$ 20,129
F.Y. 12-13	\$ 118,807	\$ 112,753	\$ 42,823	\$ 61,742	\$ 8,188	\$ 6,054
F.Y. 13-14	\$ 106,361	\$ 125,520	\$ 38,523	\$ 86,504	\$ 493	\$ (19,159)
F.Y. 14-15	\$ 98,717	\$ 99,351	\$ 33,533	\$ 61,606	\$ 4,212	\$ (634)
F.Y. 15-16	\$ 122,508	\$ 113,659	\$ 44,276	\$ 63,639	\$ 5,744	\$ 8,849
F.Y. 16-17	\$ 109,314	\$ 132,605	\$ 63,336	\$ 69,269	\$ -	\$ (23,291)
F.Y. 17-18	\$ 100,489	\$ 130,161	\$ 61,781	\$ 65,207	\$ 3,173	\$ (29,672)
F.Y. 18-19	\$ 87,857	\$ 124,482	\$ 64,651	\$ 59,831	\$ -	\$ (36,625)
F.Y. 19-20	\$ 47,402	\$ 207,547	\$ 61,749	\$ 45,710	\$ 100,087	\$ (160,145)
Totals	\$ 1,234,983	\$ 1,171,433	\$ 559,736	\$ 692,512	\$ 126,731	\$ (143,997)

This past year the City had three projects at the Aquatic Center:

I. Painting and caulking of the pool	\$ 41,555
II. Pool Heater	\$ 43,000
III. New water pads	<u>\$ 15,532</u>
	\$100,087

Attendance this year was extremely low due to COVID 19. Attendance was 5,498 patrons for the season. A typical season ranges from 14,000 – 17,000 patrons per season.

Membership and Fees:	Current	Proposed
Family Season Pass	\$190.00	\$200.00
Caregiver	\$25.00	\$30.00
Single (4 years & older)	\$95.00	\$100.00
Bulk Rate	\$400.00 (100 punches)	\$425.00
Daily Admission	\$6.00 (4 years and Older)	\$7.00

**Recommendation:** For the Mayor and City Council consider and approve the new proposed rates at the Carroll Family Aquatic Center for the 2021 season.



# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MSPW*

**FROM:** Jack Wardell, Director of Parks & Recreation *JW*

**DATE:** October 16, 2020

**SUBJECT:** Proposed Carroll Municipal Golf Course Fees

The following information shows the history of number of golf course memberships and revenue vs. expenses for the fiscal years 2000 through 2019.

Year	Members		Revenue	Expenditures	Profit/Loss
2000	799	F.Y. 00	\$370,013	\$301,428	\$ 68,585
2001	604	F.Y. 01	\$302,698	\$255,468	\$ 47,230
2002	453	F.Y. 02	\$273,508	\$282,518	\$ (9,010)
2003	450	F.Y. 03	\$218,752	\$287,716	\$ (68,964)
2004	514	F.Y. 04	\$324,184	\$328,270	\$ (4,086)
2005	531	F.Y. 05	\$341,234	\$361,560	\$ (20,326)
2006	534	F.Y. 06	\$365,653	\$349,718	\$ 15,935
2007	497	F.Y. 07	\$350,744	\$362,951	\$ (12,207)
2008	499	F.Y. 08	\$363,795	\$424,065	\$ (60,270)
2009	446	F.Y. 09	\$417,939	\$372,701	\$ 45,238
2010	410	F.Y. 10	\$373,865	\$384,970	\$ (11,105)
2011	437	F.Y. 11	\$443,310	\$415,899	\$ 27,411
2012	438	F.Y. 12	\$422,531	\$443,905	\$ (21,374)
2013	450	F.Y. 13	\$384,353	\$396,528	\$ (12,175)
2014	453	F.Y. 14	\$473,668	\$438,191	\$ 35,477
2015	449	F.Y. 15	\$409,184	\$455,244	\$ (46,060)
2016	427	F.Y. 16	\$434,228	\$414,341	\$ 19,887
2017	414	F.Y. 17	\$417,467	\$443,514	\$ (26,047)
2018	392	F.Y. 18	\$392,479	\$441,636	\$ (49,157)
2019	379	F.Y. 19	\$413,640	\$476,265	\$ (87,006)
2020	388	F.Y. 20	\$378,977	\$442,771	\$ (63,794)



The last fee increase at the Carroll Municipal Golf Course was January 2019. The following are all proposed increases that will need City Council approval

**MEMBERSHIPS**

	Current 01/01/2019	Proposed 01/01/2021
Family	\$781.00	\$820.00
Adult	\$509.00	\$534.00
Senior	\$458.00	\$481.00
Senior Couple	\$703.00	\$738.00
Student	\$232.00	\$244.00

Golfers do have the option of taking advantage of paying for any membership over a twelve-month period. If the golfer pays over the twelve months, payments are and would be:

	Current 03/01/2019	Proposed 01/01/2021
Family	\$65.08	\$68.33
Adult	\$42.41	\$44.50
Senior	\$38.16	\$40.08
Senior Couple	\$58.58	\$61.50
Student	\$19.33	\$19.33

The current daily rates are also recommended for a slight increase. The following is the recommendation from staff:

**GREEN FEES**

<b>CURRENT</b>		<b>WEEKDAYS</b>	<b>WEEKENDS</b>
	9 Holes	\$16.50	\$19.00
	18 Holes	\$25.00	\$29.00
<b>PROPOSED</b>		<b>WEEKDAYS</b>	<b>WEEKENDS</b>
	9 Holes	\$17.00	\$20.00
	18 Holes	\$27.50	\$32.00

**GOLF CART RENTAL SEASONAL**

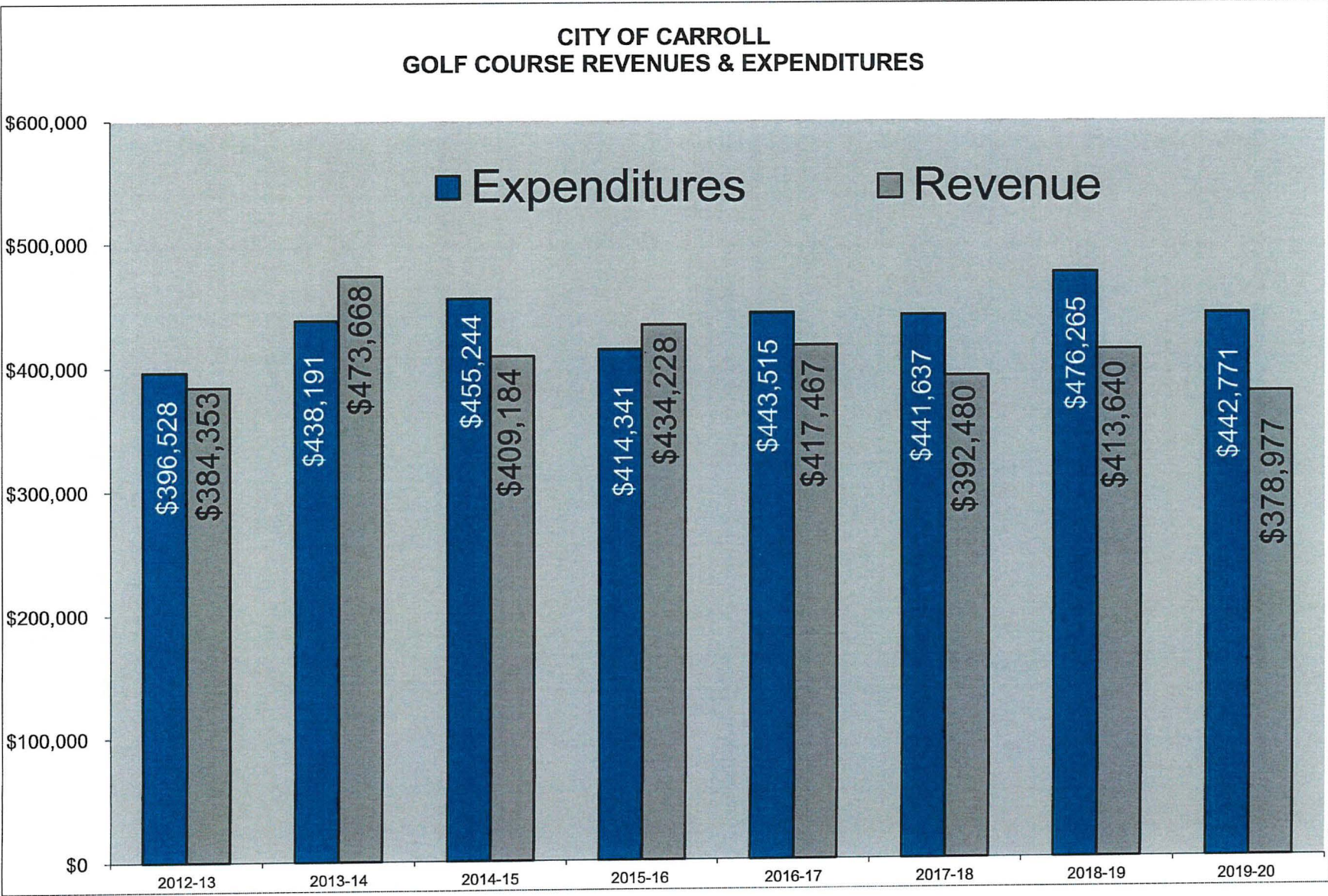
Current	Proposed
\$480.00	\$495.00

**RECOMMENDATION:** For the Mayor and City Council to consider and approve to the fees outlined in this memorandum.

MUNICIPAL GOLF COURSE  
REVENUES VS. EXPENDITURES

<u>Fiscal Year</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Net Gain or Loss</u>
1984-85	\$74,931	\$63,890	\$11,041
1985-86	\$85,451	\$83,251	\$2,200
1986-87	\$122,545	\$137,856	(\$15,311)
1987-88	\$127,470	\$129,379	(\$1,909)
1988-89	\$142,681	\$135,629	\$7,052
1989-90	\$161,606	\$155,185	\$6,421
1990-91	\$188,742	\$145,956	\$42,786
1991-92	\$233,273	\$166,336	\$66,937
1992-93	\$209,270	\$219,874	(\$10,604)
1993-94	\$229,480	\$209,002	\$20,478
1994-95	\$260,936	\$220,126	\$40,810
1995-96	\$273,067	\$249,416	\$23,651
1996-97	\$309,880	\$231,895	\$77,985
1997-98	\$327,199	\$269,129	\$58,070
1998-99	\$349,218	\$322,995	\$26,223
1999-00	\$370,013	\$301,428	\$68,585
2000-01	\$302,698	\$302,698	\$0
2001-02	\$273,508	\$282,518	(\$9,010)
2002-03	\$218,752	\$287,716	(\$68,964)
2003-04	\$324,184	\$328,270	(\$4,086)
2004-05	\$341,234	\$361,560	(\$20,326)
2005-06	\$365,653	\$349,718	\$15,935
2006-07	\$350,744	\$362,951	(\$12,207)
2007-08	\$363,795	\$424,065	(\$60,270)
2008-09	\$417,939	\$372,701	\$45,238
2009-10	\$373,865	\$384,970	(\$11,105)
2010-11	\$443,310	\$415,899	\$27,411
2011-12	\$422,531	\$443,905	(\$21,374)
2012-13	\$384,353	\$396,528	(\$12,175)
2013-14	\$473,668	\$438,191	\$35,477
2014-15	\$409,184	\$455,244	(\$46,060)
2015-16	\$434,228	\$414,341	\$19,887
2016-17	\$417,467	\$443,515	(\$26,048)
2017-18	\$392,480	\$441,637	(\$49,157)
2018-19	\$413,640	\$476,265	(\$62,625)
2019-20	\$378,977	\$442,771	(\$63,794)
TOTALS	\$10,967,972	\$10,866,810	\$101,162





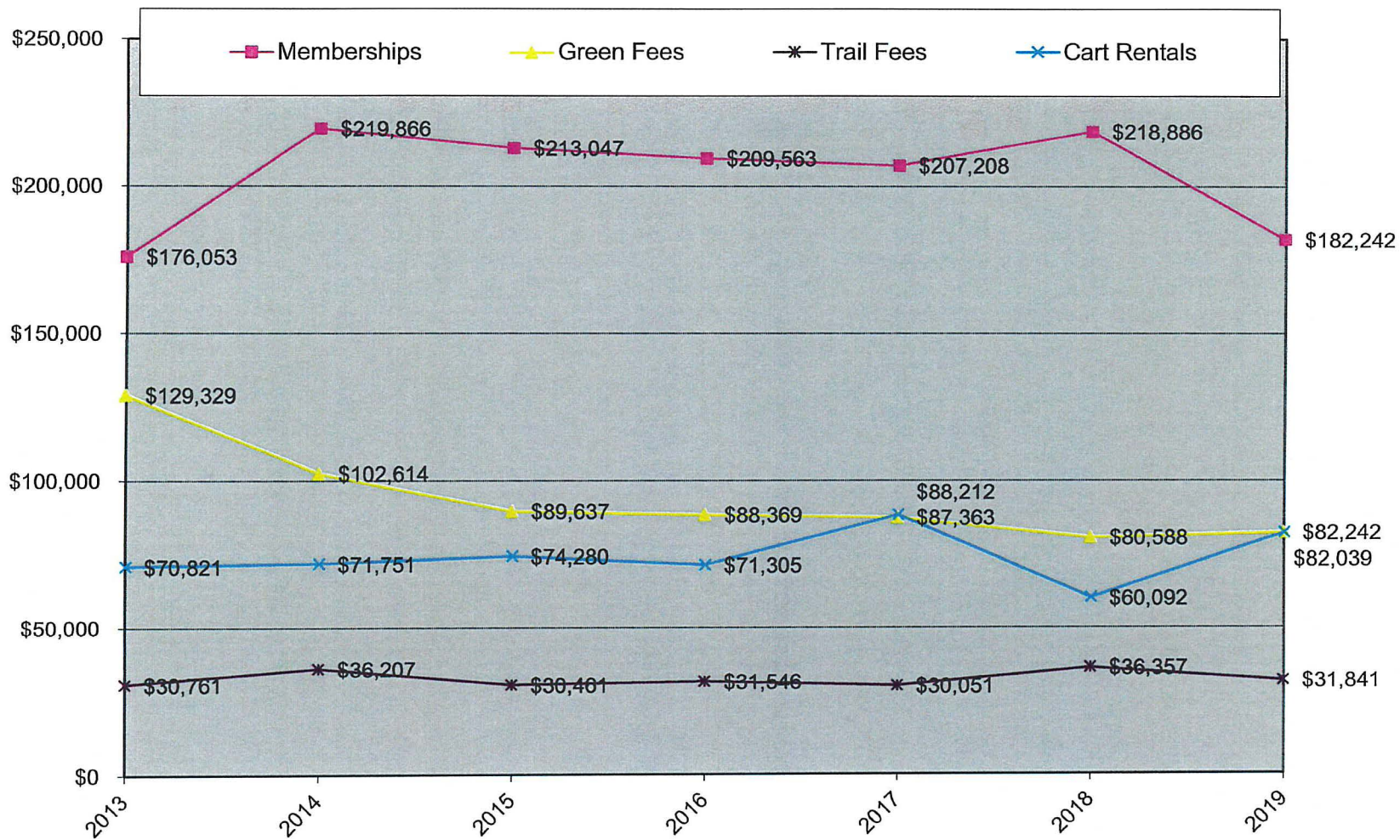
**MUNICIPAL GOLF COURSE  
REVENUES**

<u>Year</u>	<u>Total Members</u>	<u>Total Revenue</u>	<u>Memberships</u>	<u>Green Fees</u>	<u>Cart Rentals</u>	<u>Trail Fees</u>
1985		\$84,138	\$57,042	\$27,095		
1986		\$89,845	\$60,265	\$29,580		
1987		\$113,500	\$75,010	\$38,490		
1988		\$125,930	\$86,679	\$39,251		
1989		\$159,054	\$92,477	\$48,200	\$16,577	\$1,800
1990		\$166,153	\$104,988	\$44,168	\$15,185	\$1,812
1991		\$196,665	\$108,324	\$60,831	\$25,099	\$2,410
1992		\$219,469	\$123,404	\$63,105	\$29,096	\$3,864
1993		\$219,264	\$140,183	\$48,780	\$25,330	\$4,971
1994		\$255,972	\$128,918	\$75,809	\$44,176	\$7,069
1995		\$269,468	\$139,114	\$76,312	\$45,076	\$8,966
1996		\$267,573	\$151,056	\$67,093	\$38,082	\$11,342
1997		\$335,353	\$168,130	\$92,216	\$63,698	\$11,309
1998		\$324,482	\$166,359	\$77,865	\$66,748	\$13,511
1999		\$341,212	\$179,635	\$81,171	\$64,938	\$15,469
2000	799	\$358,064	\$195,694	\$76,009	\$67,506	\$18,856
2001	604	\$300,410	\$164,418	\$69,846	\$46,824	\$19,323
2002	453	\$240,540	\$126,101	\$55,853	\$39,539	\$19,047
2003	450	\$259,654	\$125,452	\$69,509	\$43,936	\$20,757
2004	514	\$330,825	\$168,580	\$86,734	\$53,696	\$21,815
2005	531	\$363,221	\$188,170	\$85,845	\$64,306	\$24,899
2006	534	\$362,365	\$197,509	\$80,148	\$60,460	\$24,248
2007	497	\$368,807	\$205,035	\$80,719	\$57,775	\$25,279
2008	499	\$373,002	\$201,887	\$80,060	\$64,020	\$27,036
2009	446	\$384,664	\$199,596	\$92,493	\$65,373	\$27,202
2010	410	\$378,822	\$186,856	\$95,945	\$68,059	\$27,961
2011	437	\$386,120	\$188,649	\$95,991	\$73,541	\$27,939
2012	438	\$405,577	\$195,277	\$103,729	\$78,151	\$28,420
2013	450	\$411,118	\$176,053	\$129,329	\$70,821	\$30,761
2014	453	\$430,438	\$219,866	\$102,614	\$71,751	\$36,207
2015	449	\$407,464	\$213,047	\$89,637	\$74,280	\$30,461
2016	427	\$400,096	\$209,563	\$88,369	\$71,305	\$31,546
2017	414	\$395,570	\$207,208	\$87,363	\$88,212	\$30,051

<b>2018</b>	392	\$383,478	\$218,886	\$80,588	\$60,092	\$36,357
<b>2019</b>	379	\$353,613	\$182,242	\$82,242	\$82,039	\$31,841
<b>2020 YTD</b>	339	\$345,408	\$161,638	\$92,807	\$64,961	\$27,843
<b>Total</b>		\$10,807,334	\$5,713,310	\$2,695,796	\$1,800,651	\$650,372



### City of Carroll Golf Course Revenues



Mem Data

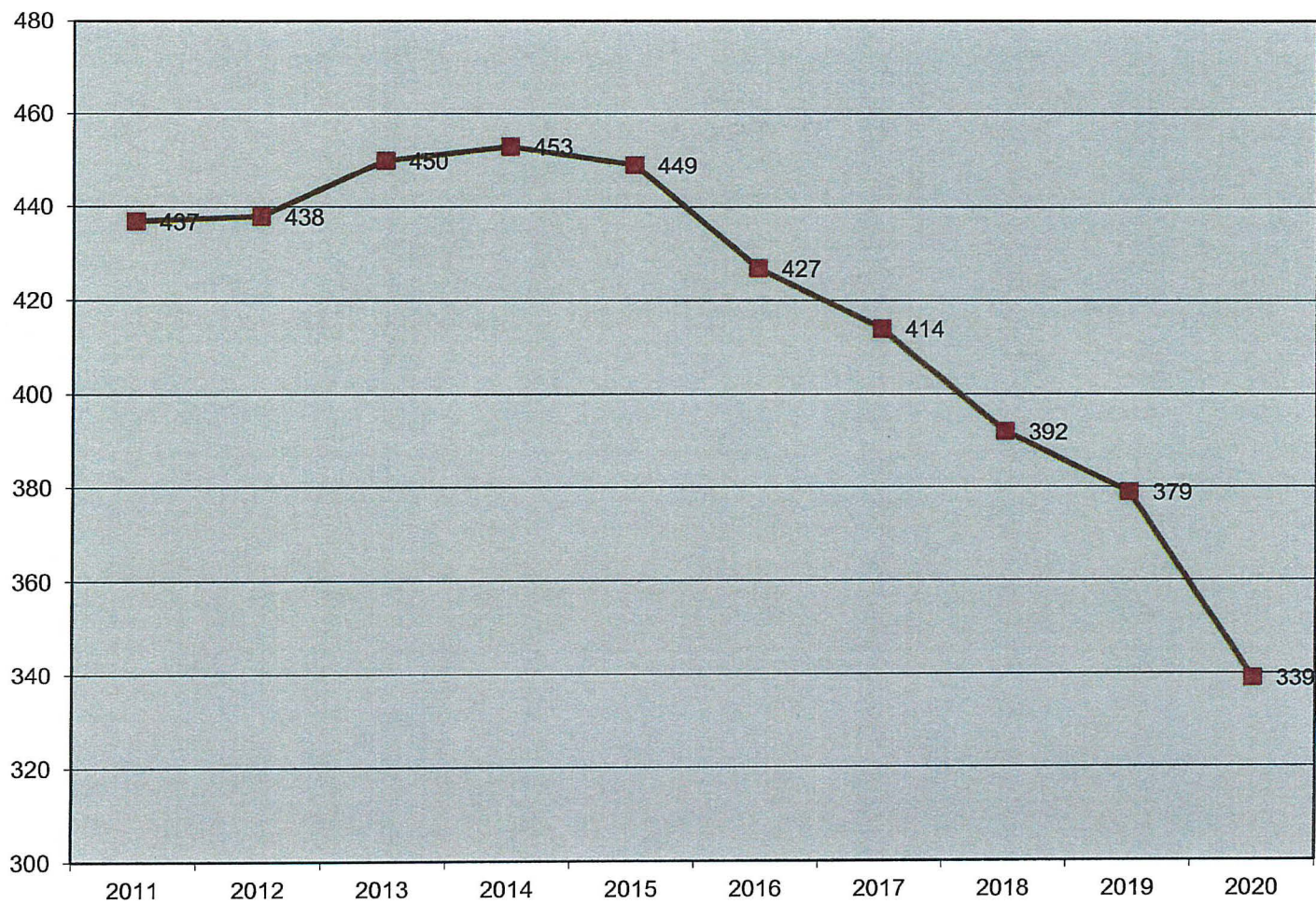
MUNICIPAL GOLF COURSE  
MEMBERSHIP DATA

<u>Year</u>	<u>Total Memberships</u>	<u>Resident Members</u>		<u>Non-Resident Members</u>	
1985	563	481	85.44%	82	14.56%
1986	460	402	87.39%	58	12.61%
1987	495	436	88.08%	59	11.92%
1988	559	471	84.26%	88	15.74%
1989	606	500	82.51%	106	17.49%
1990	646	520	80.50%	126	19.50%
1991	681	557	81.79%	124	18.21%
1992	786	646	82.19%	140	17.81%
1993	690	568	82.32%	122	17.68%
1994	742	601	81.00%	141	19.00%
1995	777	657	84.56%	120	15.44%
1996	769	643	83.62%	126	16.38%
1997	829	699	84.32%	130	15.68%
1998	814	688	84.52%	126	15.48%
1999	801	683	85.27%	118	14.73%
2000	799	686	85.86%	113	14.14%
2001	604	525	86.92%	79	13.08%
2002	453	392	86.53%	61	13.47%
2003	450	387	86.00%	63	14.00%
2004	514	453	88.13%	61	11.87%
2005	531	460	86.63%	71	13.37%
2006	534	469	87.83%	65	12.17%
2007	497	430	86.52%	67	13.48%
2008	499	443	88.78%	56	11.22%
2009	446	396	88.79%	50	11.21%
2010	410				
2011	437				
2012	438				
2013	450				
2014	453				
2015	449				
2016	427				
2017	414				
2018	392				
2019	379				
2020	339				



### City of Carroll Number of Memberships

■ Total Memberships





MUNICIPAL GOLF COURSE  
MEMBERSHIP CATEGORIES

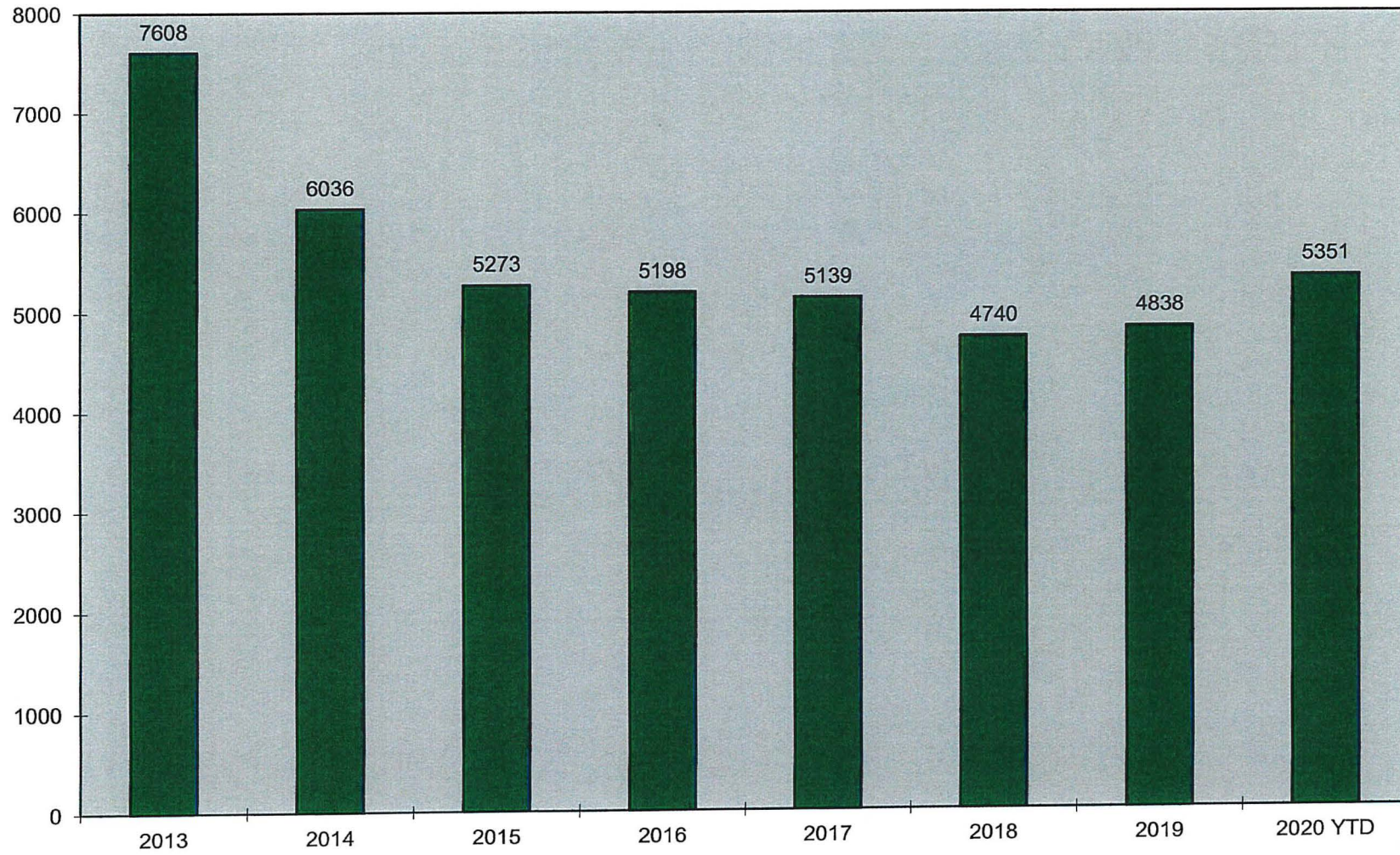
	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
Resident Adult	216	198	225	247	256	249	268	303	278	274	317	309	321	331	332	331	268	226	219	256	257	265	241	239	226	166	188	198	209	210	208	191	191	184	173	141	
Resident Family	201	157	153	165	171	196	193	230	204	210	209	215	214	215	223	221	181	132	126	138	155	158	154	155	138	132	126	137	117	117	100	99	95	88	73	75	
Resident Youth	64	47	58	45	55	54	66	79	63	81	82	70	107	102	85	82	49	29	29	42	46	38	35	36	32	38	47	29	23	24	26	20	9	4	14	19	
College Students	0	0	0	14	18	21	30	34	23	36	49	48	57	50	43	51	27	5	13	17	13	12	0	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Non-Resident Adult	34	22	26	40	50	58	66	67	61	68	53	53	52	40	47	60	35	40	39	37	34	41	38	28	28	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Non-Resident Family	43	33	28	43	45	53	48	61	48	49	46	43	46	37	42	34	28	13	14	15	16	9	11	12	9	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Non-Resident Youth	5	3	5	5	11	15	10	12	13	24	21	30	32	42	29	20	16	8	10	9	8	11	18	11	13	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Senior	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	74	76	74	76	76	82	88	89	87	91	77
Senior Couple	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	25	26	33	29	30	29	28	27
Total	563	460	495	559	606	646	681	786	690	742	777	768	829	817	801	799	604	453	450	514	531	534	497	481	446	410	437	438	450	453	449	427	414	392	379	339	

Green Fees Collected

MUNICIPAL GOLF COURSE  
GREEN FEES

<u>Year</u>	<u>No. of Green Fees</u>	<u>Fees Collected</u>
1985	4876	\$27,095
1986	5192	\$29,580
1987	5714	\$38,490
1988	5755	\$39,251
1989	7139	\$48,200
1990	6333	\$44,168
1991	8742	\$60,831
1992	8331	\$63,105
1993	6233	\$48,780
1994	8022	\$75,809
1995	7209	\$76,312
1996	5756	\$67,093
1997	7935	\$92,215
1998	6597	\$77,865
1999	6219	\$81,171
2000	5552	\$76,009
2001	4855	\$69,846
2002	4139	\$55,853
2003	4447	\$69,509
2004	4558	\$86,734
2005	5065	\$86,098
2006	4715	\$80,148
2007	4855	\$82,529
2008	4556	\$77,449
2009	5441	\$92,493
2010	5644	\$95,945
2011	6126	\$95,991
2012	6102	\$103,729
2013	7608	\$129,329
2014	6036	\$102,614
2015	5273	\$89,637
2016	5198	\$88,369
2017	5139	\$87,363
2018	4740	\$80,588
2019	4838	\$82,242
2020 YTD	5351	\$90,963

**City of Carroll  
Number of Rounds**



# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MSPW*

**FROM:** Jack Wardell, Director of Parks and Recreation *PW*

**DATE:** October 16, 2020

**SUBJECT:** Carroll Recreation Center Fees

- Ordinance - Proposed Carroll Recreation Center Membership Rates

The last time memberships were raised was November 2018. As personnel and services, and capital items are steadily increasing memberships should see a moderate increase. Below is the recommendation of the staff.

The current rates are as follows:

## **YEARLY MEMBERSHIP (updated – January 1, 2019) - Ordinance 114.03**

	<b>Current</b>		<b>Proposed</b>	<b>PAMP</b>
Family	\$453.00	Family	\$474.00	\$39.50
Single Parent	\$399.00	Single Parent	\$420.00	\$35.00
Adult	\$228.00	Adult	\$240.00	\$20.00
College Student	\$204.00	College Student	\$216.00	\$18.00
Youth	\$156.00	Youth	\$168.00	\$14.00
Senior	\$204.00	Senior	\$216.00	\$18.00
Senior Couple	\$360.00	Senior Couple	\$378.00	\$31.50

**24 Hours Access \$10.00/month/person additional to yearly membership**

## **MONTHLY MEMBERSHIP (updated – November 2018)**

	<b>Current:</b>		<b>Proposed:</b>
Family	\$50.00	Family	\$52.00
Single Parent	\$47.00	Single Parent	\$49.00
Adult	\$31.00	Adult	\$33.00
College Student	\$29.00	College Student	\$31.00
Youth	\$23.00	Youth	\$25.00
Senior	\$29.00	Senior	\$31.00
Senior Couple	\$45.00	Senior Couple	\$47.00

Additionally, with this rate change, the former low-income daily rates are being eliminated and a new monthly low-income rate is being added. The proposed rates are half the PAMP rates and are as follows:

Family	\$19.75
Single Parent	\$17.50
Adult	\$10.00
College Student	\$9.00
Youth	\$7.00
Senior	\$9.00
Senior Couple	\$15.75
24 Hour Access	\$20.00/per month***

\*\*\*Only available with above monthly membership.

The daily rates are also proposed to increase by \$1.00 as follows:

<b>Current</b>	<b>Proposed</b>
Adult \$8.00	Adult \$9.00
Youth \$5.00	Youth \$6.00

If new rates are approved the recommendation would be to have rates changed January 1, 2021. This would allow staff time to inform the members of the new rates by mailing out postcards with the new rates.

**RECOMMENDATION:** For the Mayor and City Council to consider the fees outlined in this memorandum.

## 2013 Membership (Members)

	January	February	March	April	May	June	July	August	September	October	November	December
Adult	493	509	547	544	502	478	458	457	459	469	475	472
College Student	0	2	8	7	9	14	16	11	11	16	20	16
Family	2517	2501	2436	2359	2271	2273	2221	2245	2181	2307	2463	2450
Senior	191	182	196	193	165	150	142	146	144	154	172	167
Senior Couple	0	20	26	30	34	34	32	32	36	44	52	54
Single Parent	0	26	65	75	68	58	52	49	54	68	76	65
Youth	77	90	99	91	87	85	73	68	62	66	103	107
Special	25	6	4	5	6	6	6	5	5	6	5	4
Walking	13	11	8	4	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>3316</b>	<b>3347</b>	<b>3389</b>	<b>3308</b>	<b>3142</b>	<b>3098</b>	<b>3000</b>	<b>3013</b>	<b>2952</b>	<b>3130</b>	<b>3366</b>	<b>3335</b>

## 2014 Membership (Members)

	January	February	March	April	May	June	July	August	September	October	November	December
Adult	272	298	261	238	229	217	206	230	241	254	267	269
College Student	23	17	17	13	19	13	16	12	15	16	19	24
Family	1432	1586	1335	1299	1268	1641	1159	1110	1120	1167	1272	1273
Senior	89	82	79	94	74	74	77	83	93	100	96	91
Senior Couple	24	28	22	24	14	16	10	16	18	30	34	26
Single Parent	82	76	72	69	73	63	49	56	52	59	67	70
Youth	64	61	62	36	38	39	40	39	40	41	76	64
Special	2	4	1	2	0	1	4	0	3	0	1	1
Fitness	11	13	15	10	13	11	12	12	10	9	11	27
<b>TOTAL</b>	<b>1999</b>	<b>2165</b>	<b>1864</b>	<b>1785</b>	<b>1728</b>	<b>2075</b>	<b>1573</b>	<b>1558</b>	<b>1592</b>	<b>1676</b>	<b>1843</b>	<b>1845</b>



## 2015 Membership (Members)

	January	February	March	April	May	June	July	August	September	October	November	December
Adult	298	337	295	272	264	239	249	240	237	242	252	261
College Student	18	15	15	14	22	22	16	16	14	12	20	22
Family	1320	1384	1284	1246	1161	1221	1183	1183	1169	1205	1272	1378
Senior	79	85	78	81	85	80	79	83	81	94	102	108
Senior Couple	38	32	26	32	22	22	36	28	26	42	51	38
Single Parent	89	71	74	74	77	73	77	75	77	74	72	70
Youth	65	50	44	42	45	41	39	56	33	46	91	58
Special	2	0	3	1	1	0	1	0	0	1	3	1
Fitness	16	22	24	26	26	22	24	24	24	23	25	22
<b>TOTAL</b>	<b>1925</b>	<b>1996</b>	<b>1843</b>	<b>1788</b>	<b>1703</b>	<b>1720</b>	<b>1704</b>	<b>1705</b>	<b>1661</b>	<b>1739</b>	<b>1888</b>	<b>1958</b>

## 2016 Membership (Members)

	January	February	March	April	May	June	July	August	September	October	November	December
Adult	295	307	270	268	243	227	203	225	234	236	245	249
College Student	19	13	19	19	23	37	21	19	13	9	14	25
Family	1356	1326	1298	1315	1235	1242	1159	1158	1172	1244	1407	1434
Senior	118	103	99	109	101	83	84	85	95	103	96	109
Senior Couple	42	30	38	40	34	32	48	40	42	54	60	54
Single Parent	86	82	69	76	79	94	89	94	95	102	115	98
Youth	46	54	42	53	40	44	28	54	33	59	71	66
Special	0	1	0	1	1	1	1	1	1	3	1	1
Fitness	23	25	23	26	26	22	24	25	23	22	23	21
<b>TOTAL</b>	<b>1985</b>	<b>1941</b>	<b>1858</b>	<b>1907</b>	<b>1782</b>	<b>1782</b>	<b>1657</b>	<b>1701</b>	<b>1708</b>	<b>1832</b>	<b>2032</b>	<b>2057</b>

## 2017 Membership (Members)

	January	February	March	April	May	June	July	August	September	October	November	December
Adult	239	376	531	422	419	417	419	414	433	430	442	429
College Student	6	20	17	18	27	30	25	19	48	47	45	25
Family	697	1877	2117	1962	1963	1975	1942	1900	1945	1951	2022	1881
Senior	49	136	146	151	165	170	165	171	177	185	189	189
Senior Couple	26	78	72	72	68	73	79	80	82	94	96	100
Single Parent	31	123	115	118	127	122	125	118	128	141	142	136
Youth	43	85	66	62	80	79	71	76	75	82	102	97
Special	0	0	0	0	0	0	0	0	0	0	0	0
Fitness	2	33	33	36	27	38	35	30	33	32	32	29
<b>TOTAL</b>	1093	2728	3097	2841	2876	2904	2861	2808	2921	2962	3070	2886

## 2018 Membership (Members)

	January	February	March	April	May	June	July	August	September	October	November	December
Adult	487	397	452	443	409	404	387	380	251	257	248	256
College Student	56	60	60	60	24	35	29	40	40	46	46	26
Family	2063	1904	1993	1974	1987	1987	1968	1930	1919	1987	2005	1820
Senior	212	209	196	194	192	191	185	182	177	187	185	181
Senior Couple	102	104	100	98	96	90	90	88	98	109	121	121
Single Parent	142	145	134	129	122	127	123	137	126	142	147	150
Youth	92	92	82	74	73	68	73	80	73	81	94	90
Special	0	0	0	0	0	0	0	14	23	25	27	32
Fitness	26	29	24	32	27	30	22	21	33	28	31	20
<b>TOTAL</b>	3180	2940	3041	3004	2930	2932	2877	2872	2740	2862	2904	2696



## 2019 Membership (Members)

	January	February	March	April	May	June	July	August	September	October	November	December
Adult	292	334	400	406	399	401	397	390	378	370	384	366
College Student	48	48	51	47	28	30	32	46	47	51	49	25
Family	2044	1881	1937	1919	1901	1939	1925	1877	1876	1889	1927	1816
Senior	187	191	196	193	186	191	195	192	192	192	200	198
Senior Couple	123	120	115	107	100	104	104	104	96	99	105	117
Single Parent	151	143	159	159	161	152	137	136	143	140	148	134
Youth	93	89	70	65	67	69	71	76	73	78	79	71
Special	39	49	56	62	63	64	69	77	78	84	85	85
Fitness	21	26	22	28	20	25	27	28	29	24	29	26
<b>TOTAL</b>	<b>2998</b>	<b>2881</b>	<b>3006</b>	<b>2986</b>	<b>2925</b>	<b>2975</b>	<b>2957</b>	<b>2926</b>	<b>2912</b>	<b>2927</b>	<b>3006</b>	<b>2838</b>

## 2020 Membership (Members)

	January	February	March	April	May	June	July	August	September	October	November	December
Adult	401	354	308	279	285	281	274	270				
College Student	39	42	41	38	11	11	11	13				
Family	1994	1914	1838	1773	1753	1745	1727	1695				
Senior	217	218	194	175	165	159	161	161				
Senior Couple	125	128	112	108	107	99	103	99				
Single Parent	150	140	125	120	116	116	119	110				
Youth	71	80	80	64	64	74	78	86				
Special	98	98	109	109	109	106	108	108				
Fitness	29	33	33	23	21	21	19	19				
<b>TOTAL</b>	<b>3124</b>	<b>3007</b>	<b>2840</b>	<b>2689</b>	<b>2631</b>	<b>2612</b>	<b>2600</b>	<b>2561</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

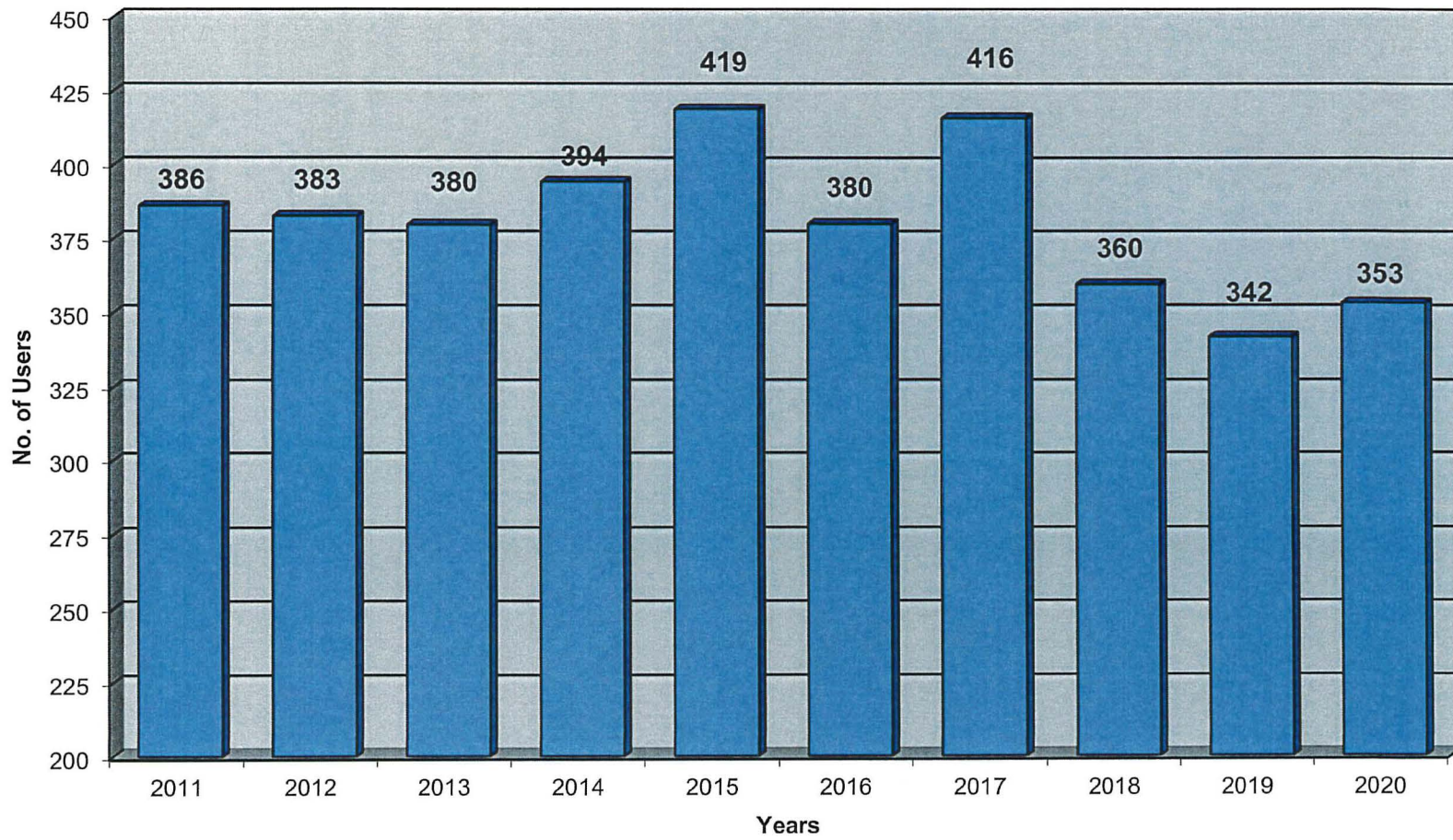
	2013 Average Daily Use				2014 Average Daily Use			
	Members Use Per Month	Non Member Use Per Month	Total Use Per Month	Daily Ave.	Members Use Per Month	Non Member Use Per Month	Total Use Per Month	Daily Ave.
Jan.	12120	746	12866	429	10806	741	11547	385
Feb.	11299	875	12174	406	9502	824	10326	344
March	11297	1069	12366	412	9641	865	10506	350
April	8427	739	9166	306	7448	563	8011	267
May	6763	732	7495	250	5924	668	6592	220
June	5802	966	6768	226	5798	719	6517	217
July	5442	702	6144	205	4984	563	5547	185
Aug.	5600	636	6236	208	5976	600	6576	219
Sept.	5058	355	5413	180	5841	443	6284	209
Oct.	7017	513	7530	251	6962	400	7362	245
Nov.	8746	739	9485	316	8649	706	9355	312
Dec.	9149	832	9981	333	9117	807	9924	331
Total	96720	8904	105624		90648	7899	98547	
Ave. per mo.	8060	742	8802	293	7554	658	8212	274

	2015 Average Daily Use				2016 Average Daily Use			
	Members Use Per Month	Non Member Use Per Month	Total Use Per Month	Daily Ave.	Members Use Per Month	Non Member Use Per Month	Total Use Per Month	Daily Ave.
Jan.	10048	874	10922	364	10636	1042	11678	389
Feb.	9252	746	9998	333	9079	924	10003	333
March	9011	863	9874	329	8992	1135	10127	338
April	6958	640	7598	253	7599	861	8460	282
May	6702	739	7441	248	6639	761	7400	247
June	6510	584	7094	236	6598	765	7363	245
July	6102	724	6826	228	5614	510	6124	204
Aug.	6020	674	6694	223	6352	611	6963	232
Sept.	5766	393	6159	205	6187	499	6686	223
Oct.	6650	400	7050	235	6998	489	7487	250
Nov.	8170	675	8845	295	8661	680	9341	311
Dec.	8752	829	9581	319	9577	909	10486	350
Total	89941	8141	98082		92932	9186	102118	
Ave. per mo.	7495	678	8174	272	7744	766	8510	284

	2017 Average Daily Use				2018 Average Daily Use			
	Members Use Per Month	Non Member Use Per Month	Total Use Per Month	Daily Ave.	Members Use Per Month	Non Member Use Per Month	Total Use Per Month	Daily Ave.
Jan.	11777	643	12420	414	10604	643	11247	375
Feb.	7793	882	8675	289	9336	882	10218	341
March	7872	1164	9036	301	9499	1214	10713	357
April	7179	927	8106	270	7565	928	8493	283
May	7270	892	8162	272	6018	892	6910	230
June	10241	904	11145	372	5842	904	6746	225
July	9923	839	10762	359	5536	839	6375	213
Aug.	7830	686	8516	284	5704	686	6390	213
Sept.	5725	507	6232	208	5025	507	5532	184
Oct.	7076	746	7822	261	7560	746	8306	277
Nov.	8848	968	9816	327	8708	971	9679	323
Dec.	8276	871	9147	305	8258	922	9180	306
Total	99810	10029	109839		89655	10134	99789	
Ave. per mo.	8318	836	9153	305	7471	845	8316	277

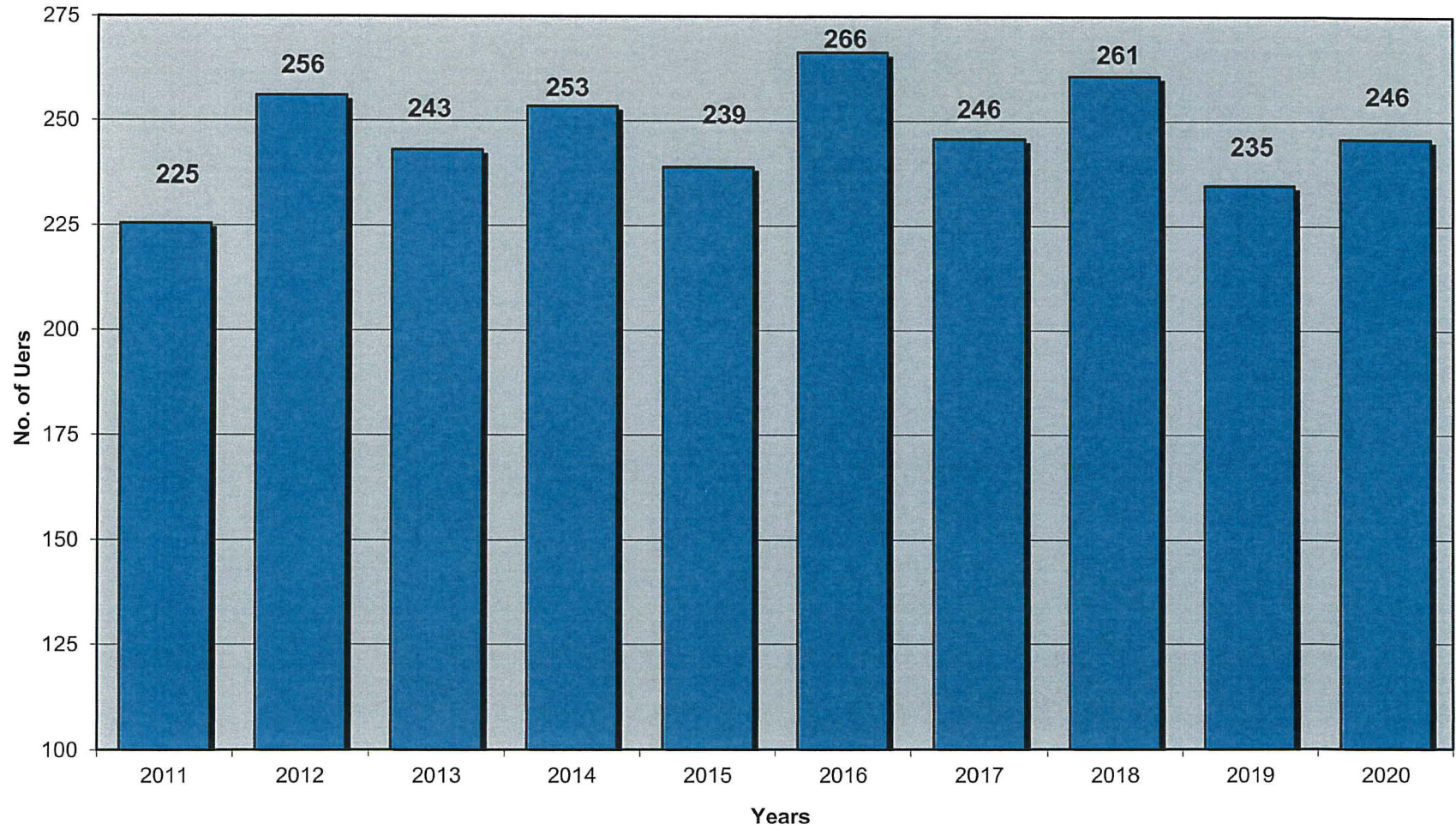
	2019 Average Daily Use				2020 Average Daily Use			
	Members Use Per Month	Non Member Use Per Month	Total Use Per Month	Daily Ave.	Members Use Per Month	Non Member Use Per Month	Total Use Per Month	Daily Ave.
Jan.	10595	1003	11598	387	11525	960	12485	416
Feb.	8934	917	9851	328	10876	965	11841	395
March	9480	1275	10755	359	5087	505	5592	186
April	7245	733	7978	266	<b>CLOSED DUE TO COVID 19</b>			
May	6983	782	7765	259	2376	14	2390	80
June	5984	840	6824	227	3176	187	3363	112
July	6483	770	7253	242	4456	344	4800	160
Aug.	5973	631	6604	220	3994	295	4289	143
Sept.	3466	506	3972	132	3926	213	4139	138
Oct.	7452	560	8012	267	0	0	0	0
Nov.	8921	970	9891	330	0	0	0	0
Dec.	9004	1013	10017	334	0	0	0	0
Total	90520	10000	100520		45416	3483	48899	1630
Ave. per mo.	7543	833	8377	279	4129	317	4445	148

**Rec Center Average Daily Usage  
1st Qtr. Average (Jan - Mar)**

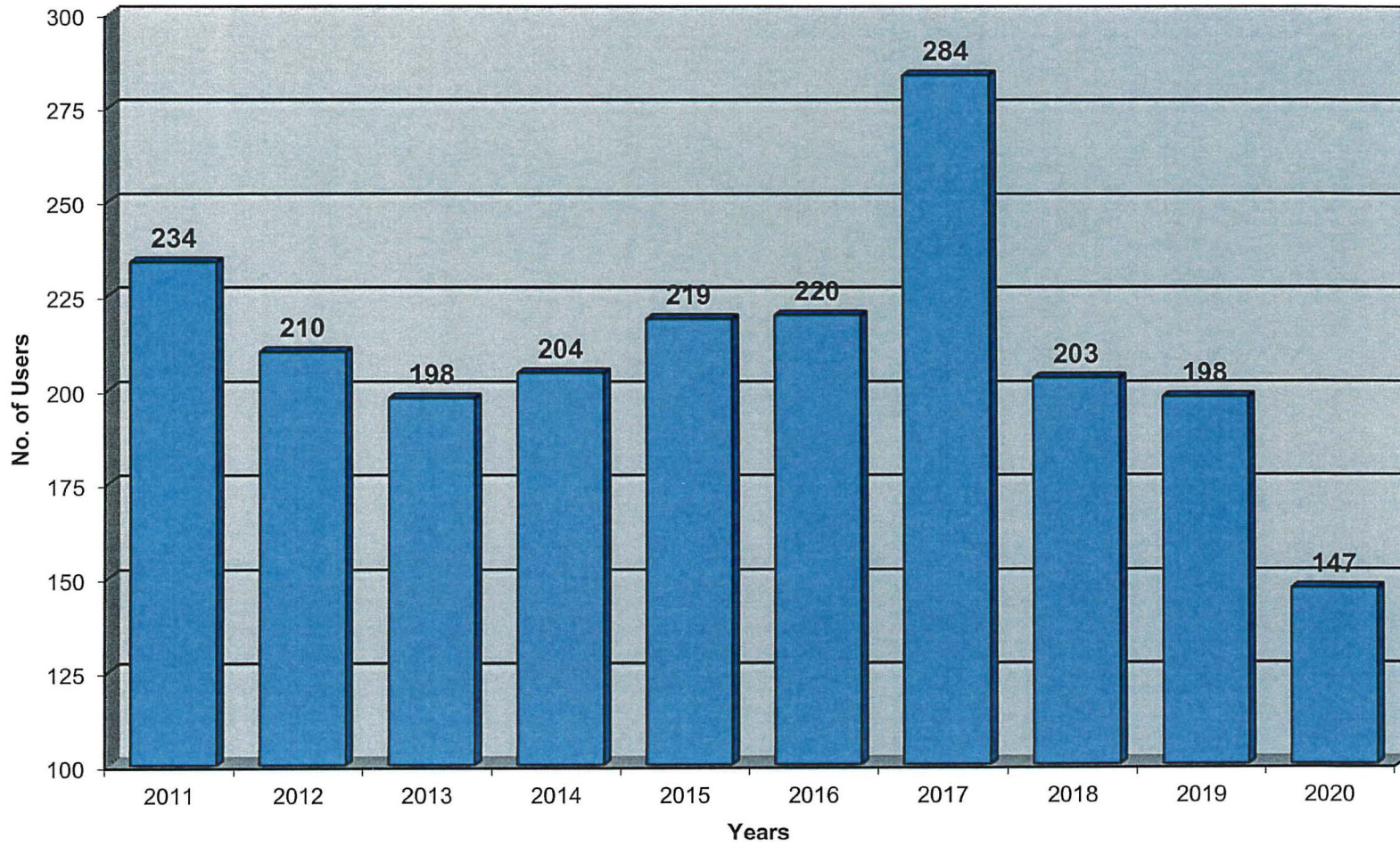




**Rec Center Average Daily Useage  
2nd Qtr. Average (Apr-Jun)**

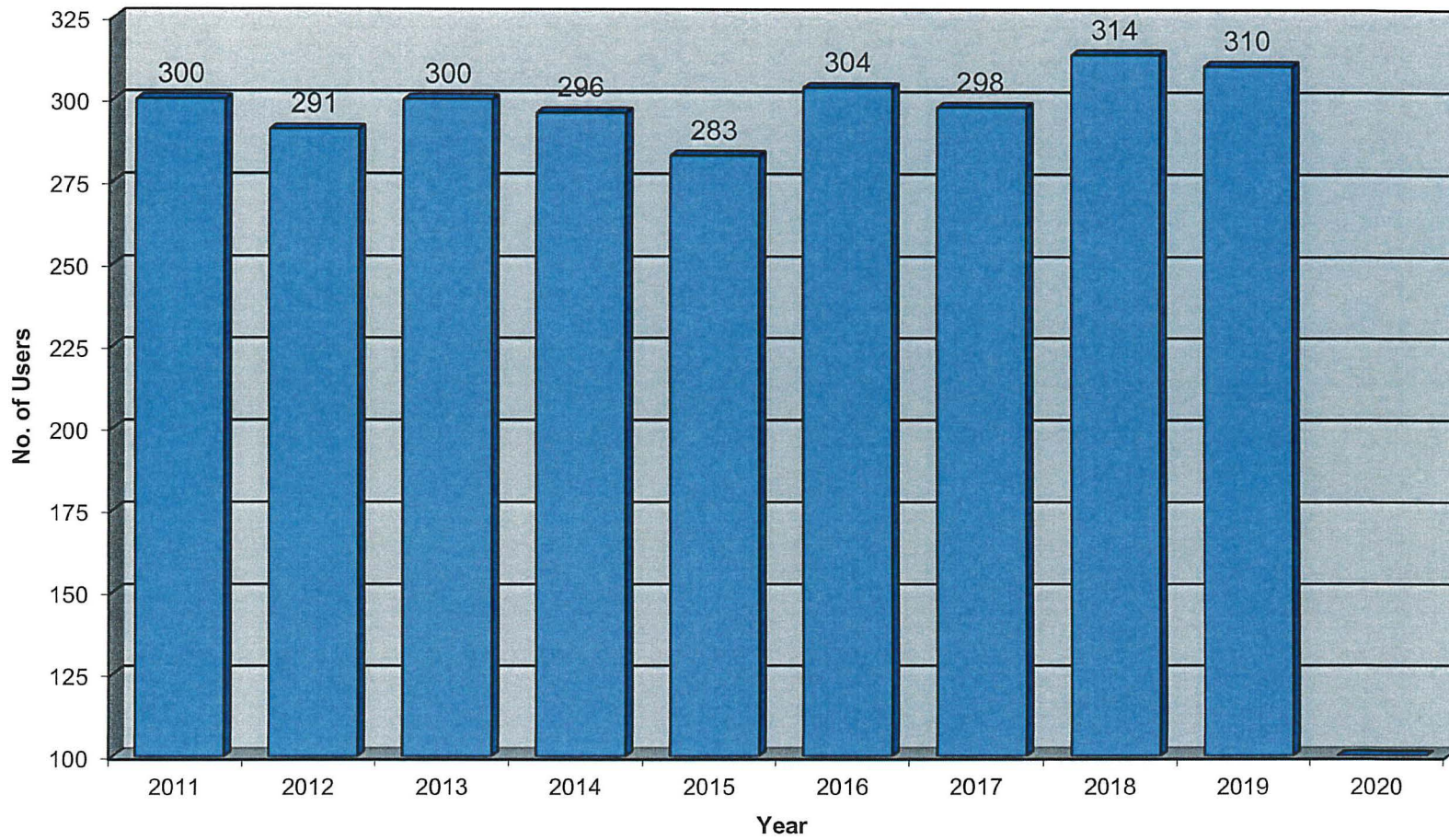


**Rec Center Average Daily Useage  
3rd Qtr. Average (July - Sept)**

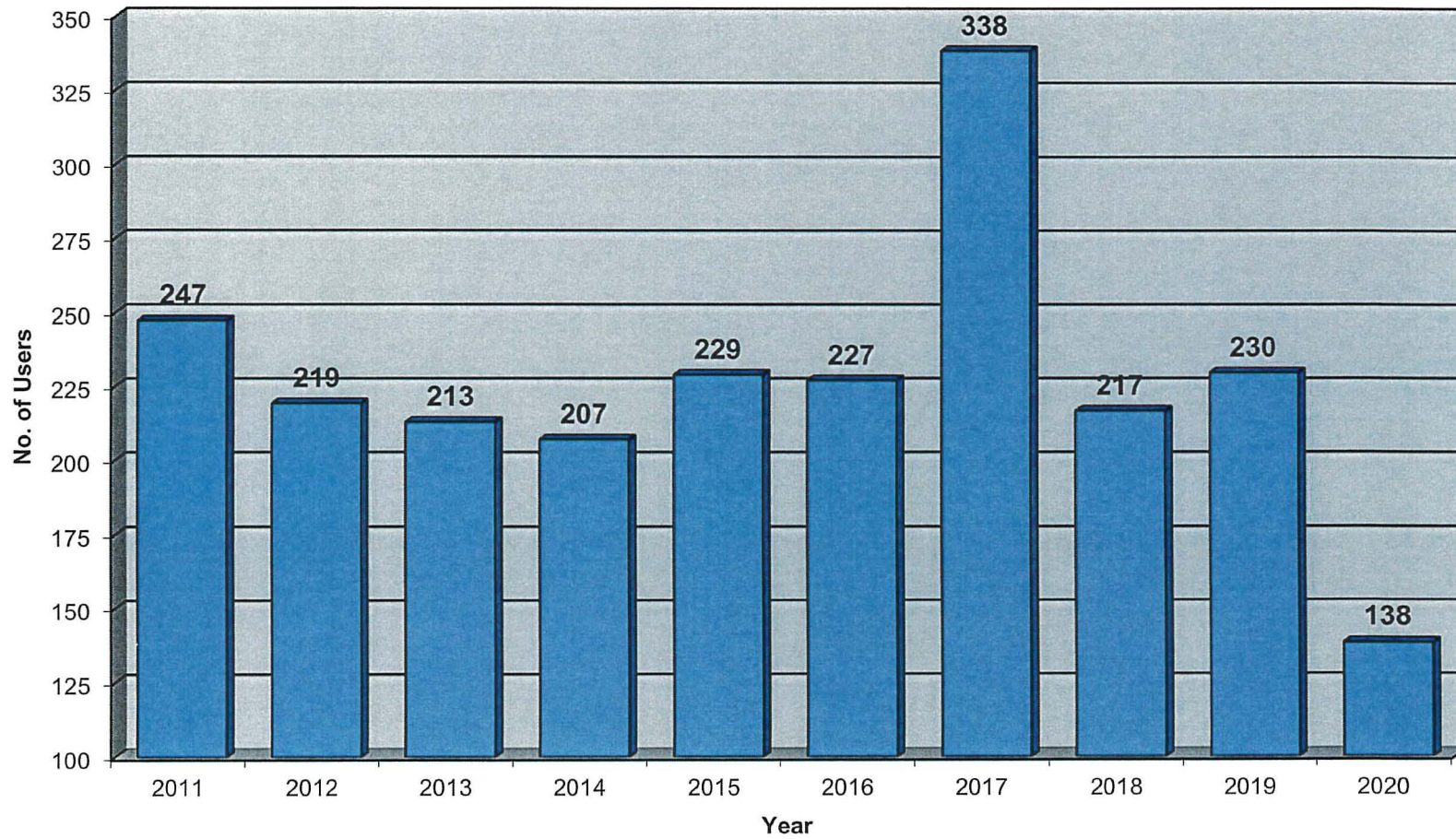




**Rec Center Average Daily Usage  
4th Qtr. Average (Oct - Dec)**

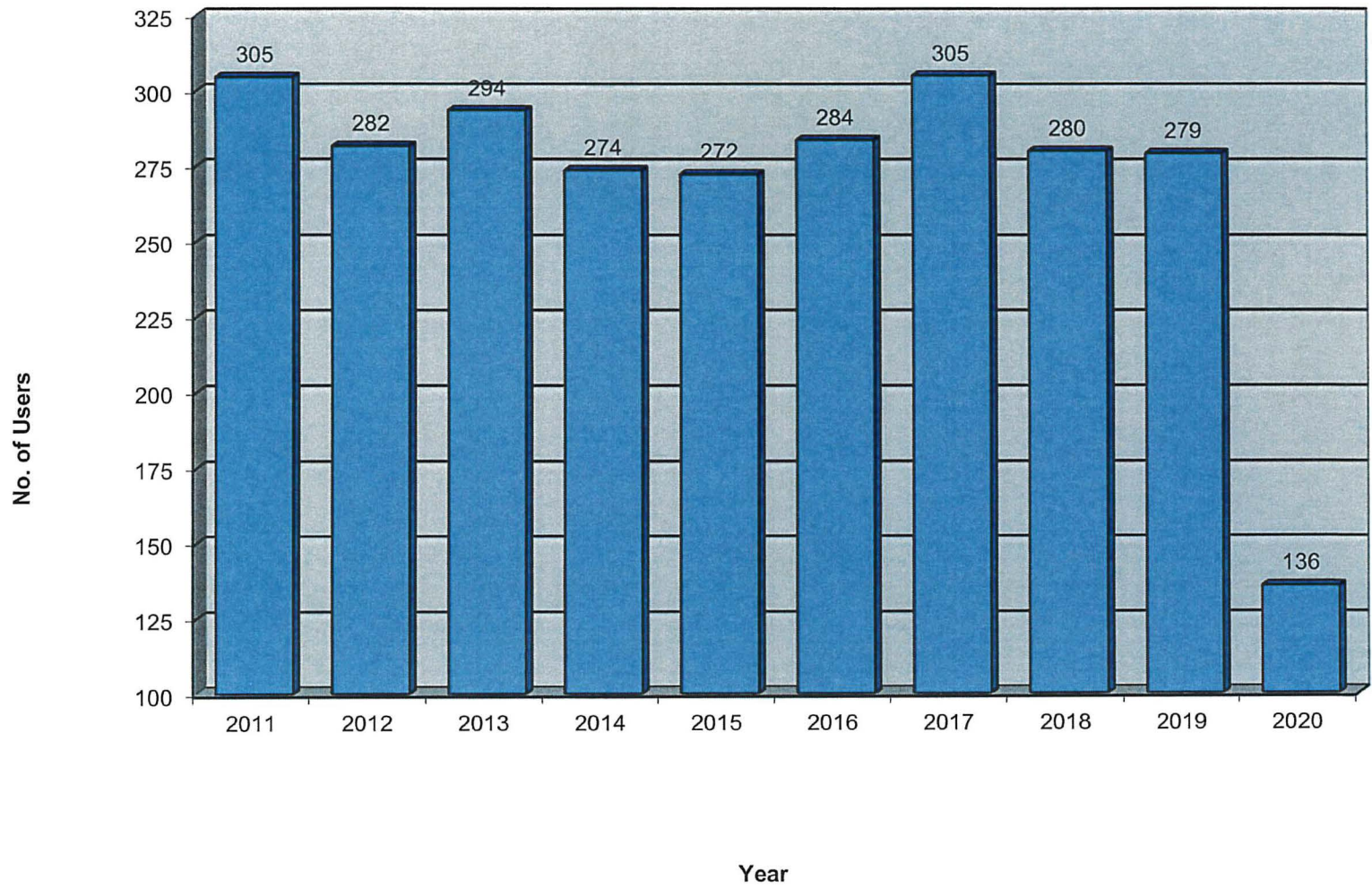


**Rec Center Average Daily Usage  
Summer Average (Jun, July, Aug)**

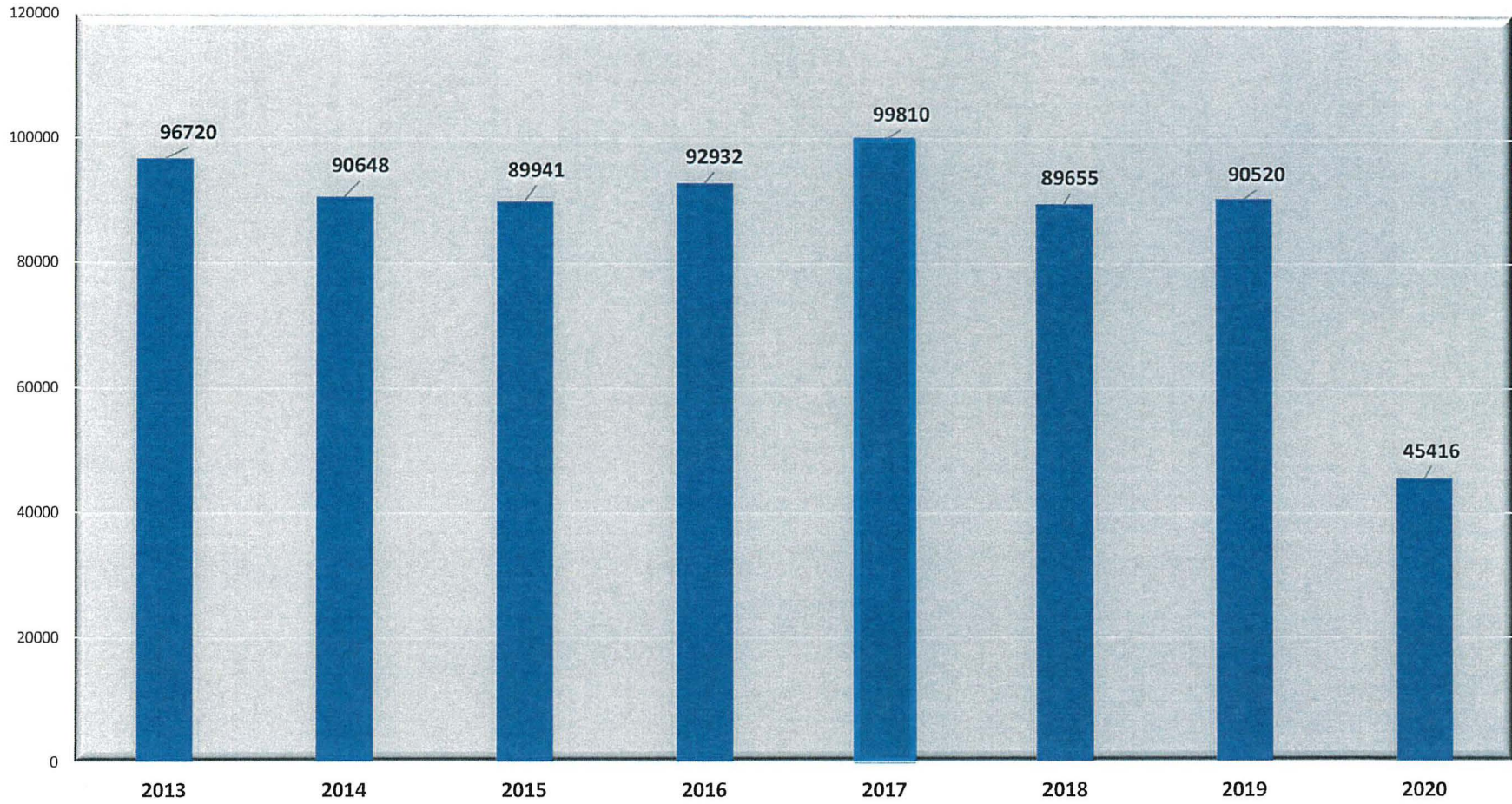




Rec Center Average Daily Usage



Yearly Members Usage





	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total	
	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Daily	Ave.
	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>	<u>Ave.</u>
Jan.	440	353	456	405	427	412	397	388	448	398	429	403	406	371	423	413	429	385	364	389	414	375	387	416	405	
Feb.	441	395	463	436	444	392	402	373	390	341	396	391	388	405	419	397	406	344	333	333	289	341	328	395	385	
March	373	395	397	386	447	389	359	361	365	375	333	354	345	407	414	330	412	350	329	338	301	357	359	186	361	
<b>1st Qtr. Ave.</b>	<b>418</b>	<b>381</b>	<b>439</b>	<b>409</b>	<b>439</b>	<b>398</b>	<b>386</b>	<b>374</b>	<b>401</b>	<b>371</b>	<b>386</b>	<b>383</b>	<b>380</b>	<b>394</b>	<b>419</b>	<b>380</b>	<b>416</b>	<b>360</b>	<b>342</b>	<b>353</b>	<b>335</b>	<b>358</b>	<b>358</b>	<b>332</b>	<b>384</b>	
April	233	240	250	279	267	274	206	243	227	235	294	267	281	253	293	280	306	267	253	282	270	283	266	0	252	
May	162	187	167	219	223	222	194	237	219	208	230	221	218	224	263	244	250	220	248	247	272	230	259	80	218	
June	266	326	287	295	257	276	241	288	260	234	244	241	261	240	243	213	226	217	236	245	372	225	227	112	251	
<b>2nd Qtr. Ave.</b>	<b>220</b>	<b>251</b>	<b>235</b>	<b>264</b>	<b>249</b>	<b>257</b>	<b>214</b>	<b>256</b>	<b>235</b>	<b>225</b>	<b>256</b>	<b>243</b>	<b>253</b>	<b>239</b>	<b>266</b>	<b>246</b>	<b>261</b>	<b>235</b>	<b>246</b>	<b>258</b>	<b>305</b>	<b>246</b>	<b>251</b>	<b>96</b>	<b>242</b>	
July	306	301	329	276	292	305	251	316	266	250	240	237	234	150	260	213	205	185	228	204	359	212	242	160	251	
Aug.	248	261	261	265	238	259	222	256	237	256	240	209	222	226	239	232	208	219	223	232	284	213	220	143	234	
Sept.	192	189	183	200	184	210	175	215	184	192	185	204	190	203	202	185	180	209	205	223	208	184	132	138	191	
<b>3rd Qtr. Ave.</b>	<b>249</b>	<b>250</b>	<b>258</b>	<b>247</b>	<b>238</b>	<b>258</b>	<b>216</b>	<b>262</b>	<b>229</b>	<b>233</b>	<b>222</b>	<b>217</b>	<b>215</b>	<b>193</b>	<b>234</b>	<b>210</b>	<b>198</b>	<b>204</b>	<b>219</b>	<b>220</b>	<b>284</b>	<b>203</b>	<b>198</b>	<b>147</b>	<b>225</b>	
Oct.	234	243	234	251	225	234	201	218	214	247	236	228	250	230	223	255	251	245	235	250	261	286	267	0	230	
Nov.	297	321	343	331	305	310	296	312	313	307	306	306	274	342	323	308	316	312	295	311	327	322	330	0	300	
Dec.	291	331	329	294	344	309	301	390	338	327	308	330	316	387	354	310	333	331	319	350	305	333	334	0	315	
<b>4th Qtr. Ave.</b>	<b>274</b>	<b>298</b>	<b>302</b>	<b>292</b>	<b>291</b>	<b>284</b>	<b>266</b>	<b>307</b>	<b>288</b>	<b>293</b>	<b>283</b>	<b>288</b>	<b>280</b>	<b>320</b>	<b>300</b>	<b>291</b>	<b>300</b>	<b>296</b>	<b>283</b>	<b>304</b>	<b>298</b>	<b>314</b>	<b>310</b>	<b>0</b>	<b>292</b>	
<b>Summer Ave*</b>	<b>273</b>	<b>296</b>	<b>292</b>	<b>279</b>	<b>262</b>	<b>280</b>	<b>238</b>	<b>287</b>	<b>254</b>	<b>247</b>	<b>241</b>	<b>229</b>	<b>239</b>	<b>205</b>	<b>247</b>	<b>219</b>	<b>213</b>	<b>207</b>	<b>229</b>	<b>227</b>	<b>338</b>	<b>217</b>	<b>230</b>	<b>138</b>	<b>248</b>	
<b>Ave. per year.</b>	<b>290</b>	<b>295</b>	<b>308</b>	<b>303</b>	<b>304</b>	<b>299</b>	<b>270</b>	<b>300</b>	<b>288</b>	<b>281</b>	<b>287</b>	<b>283</b>	<b>282</b>	<b>287</b>	<b>305</b>	<b>282</b>	<b>294</b>	<b>274</b>	<b>272</b>	<b>284</b>	<b>305</b>	<b>280</b>	<b>279</b>	<b>136</b>	<b>289</b>	

\* June, July & August

Recreation Ctr/Leisure Services Revenue

1st Quarter Revenue (July - Sept)

Fiscal Year	Room & Fac.							
	Totals	Memberships	Daily Adm.	Punch Card	Rental	Misc	Programs	Theatre
F.Y. 10-11	\$ 62,822	\$ 49,058	\$ 2,588	\$ 1,948	\$ 3,600	\$ 5,628	\$ 38,880	\$ 1,903
F.Y. 11-12	\$ 72,102	\$ 49,808	\$ 9,505	\$ 3,131	\$ 3,605	\$ 6,053	\$ 50,862	\$ 2,566
F.Y. 12-13	\$ 69,949	\$ 53,082	\$ 4,751	\$ 2,783	\$ 4,820	\$ 4,513	\$ 47,721	\$ 3,975
F.Y. 13-14	\$ 71,932	\$ 58,073	\$ 5,247	\$ -	\$ 3,573	\$ 5,039	\$ 40,097	\$ 7,051
F.Y. 14-15	\$ 73,555	\$ 60,638	\$ 5,304	\$ -	\$ 2,570	\$ 5,043	\$ 49,158	\$ 5,042
F.Y. 15-16	\$ 76,972	\$ 62,304	\$ 6,177	\$ -	\$ 2,910	\$ 5,581	\$ 32,503	\$ 3,738
F.Y. 16-17	\$ 79,688	\$ 65,443	\$ 4,858	\$ -	\$ 4,060	\$ 5,327	\$ 46,282	\$ 4,185
F.Y. 17-18	\$ 89,590	\$ 72,512	\$ 6,058	\$ -	\$ 5,249	\$ 5,771	\$ 53,797	\$ 3,340
F.Y. 18-19	\$ 79,786	\$ 63,436	\$ 5,815	\$ -	\$ 4,418	\$ 6,117	\$ 28,553	\$ 2,490
F.Y. 19-20	\$ 96,224	\$ 76,089	\$ 8,149	\$ -	\$ 5,300	\$ 6,686	\$ 31,116	\$ 8,261

2nd Quarter Revenue (Oct - Dec)

Fiscal Year	Room & Fac.							
	Totals	Memberships	Daily Adm.	Punch Card	Rental	Misc	Programs	Theatre
F.Y. 10-11	\$ 98,002	\$ 79,358	\$ 4,664	\$ 6,602	\$ 4,140	\$ 3,238	\$ 30,180	\$ 1,500
F.Y. 11-12	\$ 92,922	\$ 74,592	\$ 4,212	\$ 575	\$ 3,660	\$ 9,983	\$ 22,376	\$ 1,305
F.Y. 12-13	\$ 95,377	\$ 75,394	\$ 4,696	\$ 5,059	\$ 3,170	\$ 7,058	\$ 24,396	\$ 875
F.Y. 13-14	\$ 97,944	\$ 74,099	\$ 6,588	\$ -	\$ 6,752	\$ 10,505	\$ 21,061	\$ 550
F.Y. 14-15	\$ 96,268	\$ 78,508	\$ 7,110	\$ -	\$ 1,930	\$ 8,720	\$ 20,725	\$ 1,200
F.Y. 15-16	\$ 94,819	\$ 77,424	\$ 6,050	\$ -	\$ 4,800	\$ 6,545	\$ 19,195	\$ 4,043
F.Y. 16-17	\$ 103,595	\$ 87,652	\$ 7,020	\$ -	\$ 2,307	\$ 6,616	\$ 17,107	\$ 1,755
F.Y. 17-18	\$ 109,640	\$ 86,772	\$ 9,221	\$ -	\$ 6,090	\$ 7,557	\$ 15,969	\$ 8,078
F.Y. 18-19	\$ 114,753	\$ 92,149	\$ 11,678	\$ -	\$ 2,601	\$ 8,425	\$ 11,861	\$ 1,305
F.Y. 19-20	\$ 122,071	\$ 99,293	\$ 10,091	\$ -	\$ 4,090	\$ 8,597	\$ 15,195	\$ 3,660

3rd Quarter Revenue (Jan - Mar)

Fiscal Year	Room & Fac.							
	Total Revenue	Memberships	Daily Adm.	Punch Card	Rental	Misc	Programs	Theatre
F.Y. 10-11	\$ 104,521	\$ 69,781	\$ 13,660	\$ 6,696	\$ 4,585	\$ 9,799	\$ 59,059	\$ 360
F.Y. 11-12	\$ 103,865	\$ 76,485	\$ 8,541	\$ 5,827	\$ 4,705	\$ 8,307	\$ 51,247	\$ 660
F.Y. 12-13	\$ 109,432	\$ 81,470	\$ 10,275	\$ -	\$ 7,248	\$ 10,439	\$ 53,306	\$ 1,240
F.Y. 13-14	\$ 113,465	\$ 79,804	\$ 18,481	\$ -	\$ 6,443	\$ 8,737	\$ 59,196	\$ 980
F.Y. 14-15	\$ 96,378	\$ 75,237	\$ 9,721	\$ -	\$ 3,495	\$ 7,925	\$ 74,710	\$ 1,275
F.Y. 15-16	\$ 105,032	\$ 81,793	\$ 10,656	\$ -	\$ 2,160	\$ 10,423	\$ 89,478	\$ 970
F.Y. 16-17	\$ 100,971	\$ 81,167	\$ 11,937	\$ -	\$ 130	\$ 7,737	\$ 64,122	\$ -
F.Y. 17-18	\$ 137,224	\$ 109,152	\$ 12,547	\$ -	\$ 3,273	\$ 12,252	\$ 65,636	\$ -
F.Y. 18-19	\$ 142,101	\$ 114,493	\$ 13,190	\$ -	\$ 3,648	\$ 10,770	\$ 47,723	\$ 450
F.Y. 19-20	\$ 139,425	\$ 112,175	\$ 11,683	\$ -	\$ 4,128	\$ 11,439	\$ 23,130	\$ 1,630

4th Quarter Revenue (Apr - Jun)

Fiscal Year	Room & Fac.							
	Totals	Memberships	Daily Adm.	Punch Card	Rental	Misc	Programs	Theatre
F.Y. 10-11	\$ 97,360	\$ 72,138	\$ 4,680	\$ 4,438	\$ 4,243	\$ 11,861	\$ 54,408	\$ 3,406
F.Y. 11-12	\$ 108,692	\$ 80,108	\$ 15,433	\$ 3,598	\$ 2,032	\$ 7,521	\$ 52,816	\$ 5,106
F.Y. 12-13	\$ 106,365	\$ 81,034	\$ 16,158	\$ -	\$ 2,954	\$ 6,219	\$ 51,543	\$ 530
F.Y. 13-14	\$ 104,287	\$ 86,500	\$ 7,652	\$ -	\$ 2,692	\$ 7,443	\$ 54,170	\$ 695
F.Y. 14-15	\$ 108,709	\$ 80,703	\$ 16,057	\$ -	\$ 4,290	\$ 7,659	\$ 53,453	\$ 140
F.Y. 15-16	\$ 110,500	\$ 79,939	\$ 19,778	\$ -	\$ 3,030	\$ 7,753	\$ 39,468	\$ 365
F.Y. 16-17	\$ 109,730	\$ 68,075	\$ 30,576	\$ -	\$ 1,590	\$ 9,489	\$ 27,956	\$ 280
F.Y. 17-18	\$ 83,919	\$ 68,974	\$ 7,785	\$ -	\$ 1,245	\$ 5,915	\$ 26,704	\$ 820
F.Y. 18-19	\$ 109,478	\$ 86,683	\$ 10,607	\$ -	\$ 3,930	\$ 8,258	\$ 39,177	\$ 140
F.Y. 19-20	\$ 30,033	\$ 26,216	\$ 720	\$ -	\$ 390	\$ 2,707	\$ 6,777	\$ 860

Total Year Comparisons

Fiscal Year	Room							
	Totals	Memberships	Daily Adm.	Punch Card	Rental	Misc	Programs	Theatre
F.Y. 10-11	\$ 362,705	\$ 270,335	\$ 25,592	\$ 19,684	\$ 16,568	\$ 30,526	\$ 182,527	\$ 7,169
F.Y. 11-12	\$ 377,581	\$ 280,993	\$ 37,691	\$ 13,131	\$ 13,902	\$ 31,864	\$ 177,301	\$ 9,637
F.Y. 12-13	\$ 381,123	\$ 290,980	\$ 35,880	\$ 7,842	\$ 18,192	\$ 28,229	\$ 176,966	\$ 6,620
F.Y. 13-14	\$ 387,628	\$ 298,476	\$ 37,968	\$ -	\$ 19,460	\$ 31,724	\$ 174,524	\$ 9,276
F.Y. 14-15	\$ 374,910	\$ 295,086	\$ 38,192	\$ -	\$ 12,285	\$ 29,347	\$ 198,046	\$ 7,657
F.Y. 15-16	\$ 387,323	\$ 301,460	\$ 42,661	\$ -	\$ 12,900	\$ 30,302	\$ 180,644	\$ 9,116
F.Y. 16-17	\$ 393,984	\$ 302,337	\$ 54,391	\$ -	\$ 8,087	\$ 29,169	\$ 155,467	\$ 6,220
F.Y. 17-18	\$ 420,373	\$ 337,410	\$ 35,611	\$ -	\$ 15,857	\$ 31,495	\$ 162,106	\$ 12,238
F.Y. 18-19	\$ 446,118	\$ 356,761	\$ 41,190	\$ -	\$ 14,597	\$ 33,570	\$ 127,314	\$ 4,385
F.Y. 19-20	\$ 387,753	\$ 313,773	\$ 30,643	\$ -	\$ 13,908	\$ 29,429	\$ 75,218	\$ 14,411

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CITY OF CARROLL'S CITY ENTERPRISE FEES AND CHARGES

BE IT enacted by the City Council of the City of Carroll, Iowa;

SECTION 1. The City Council for the City of Carroll, Iowa, repeals Chapter 114 of the Carroll City Code and is replaced with the following:

**114.01 - CARROLL FAMILY AQUATIC CENTER**

(Effective January 1, 2021)

Family	\$200.00
Caregiver	\$30.00
Single	\$100.00
Bulk Rate	\$475.00
Daily Admission	\$7.00

**114.02 – GOLF COURSE FEES AND CHARGES**

(Effective January 1, 2021)

MEMBERSHIPS

	<u>1-1-21</u>
Family-Annual	\$820.00
Adult-Annual	\$534.00
Senior-Annual	\$481.00
Senior Couple	\$738.00
Student - Annual	\$244.00

**GREEN FEES**

	<b>WEEKDAYS</b>	<b>WEEKENDS</b>
9 Holes	\$17.00	\$20.00
18 Holes	\$27.50	\$32.00

**GOLF CART RENTALS**

	<b>WEEKDAYS</b>	<b>WEEKENDS</b>
9 Holes	\$10.00	\$12.50
18 Holes	\$20.00	\$25.00
Seasonal	\$495.00	

**TRAIL FEES**

9 Holes	\$5.00
18 Holes	\$7.50
Annual	\$200.00

The City Council does authorize the Director of Parks and Recreation to adjust green fees or allow specials to encourage more rounds of golf.

**114.03 CARROLL RECREATION CENTER FEES AND CHARGES**  
(Effective January 1, 2021)

**Annual Rates**

Family	\$474.00
Single Parent	\$420.00
Adult	\$240.00
College Student	\$216.00
Youth	\$168.00
Senior	\$216.00
Senior Couple	\$378.00
24 Hour Access	\$120.00*

\*Only available with annual membership

**Monthly Regular Rates**

Family	\$52.00
Single Parent	\$49.00
Adult	\$33.00
College Student	\$31.00
Youth	\$25.00
Senior	\$31.00
Senior Couple	\$47.00
24 Hour Access	\$20.00/per month**

\*\*Only available with above monthly membership.

**Monthly Low Income Rates**

Family	\$19.75
Single Parent	\$17.50
Adult	\$10.00
College Student	\$9.00
Youth	\$7.00
Senior	\$9.00
Senior Couple	\$15.75
24 Hour Access	\$20.00/per month***

\*\*\*Only available with above monthly membership.

**Daily Admission**

Adult \$9.00 Youth \$6.00

**Unlimited Fitness Pass**

Member	\$420.00 Annual \$45.00 Monthly	\$35.00 PAMP
Non-Member	\$750.00 Annual	\$62.50 PAMP

**Fitness Punch Card**

10 punches	\$40.00 Member
10 punches	\$50.00 Non-Member

**Flex & Stretch/ Aquasthenics/Stretch & Strengthen Fitness Classes**

Member	\$20.00 Month \$25.00 – 10 punch card
Non-Member	\$30.00 – Month \$35.00 – 10 punch card

The City Council does authorize the Director of Parks and Recreation to adjust rates or fees or allow specials to encourage more memberships and activities at the Carroll Recreation Center.

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

SECTION 3. SEVERABILITY CLAUSE. If any section, provisions of part of this ordinance shall be adjudged invalid or unconstitutional such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved this \_\_\_\_\_ day of October, 2020

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

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Eric P. Jensen, Mayor

ATTEST:

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Laura A. Schaefer, City Clerk

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Laura A. Schaefer, City Clerk



# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MSP-w*

**FROM:** Jack Wardell, Director of Parks and Recreation *pw*

**DATE:** October 16, 2020

**SUBJECT:** Memo to Council - Proposed Cemetery Rates  
➤ Resolution

The rates were last adjusted in May 2011 and 2013. The only change in 2013 was Adult weekend charges changed from \$550.00 to \$650.00 otherwise all other rates have not been changed since 2011. Below is a chart showing the current and recommended rates.

## Resolution No. 1158

Lot Fees:	Current		Proposed	
	Mon-Fri	Weekends	Mon-Fri	Weekends
Babyland	\$325.00	\$350.00	\$500.00	\$700.00
Flush	\$200.00	\$350.00	\$250.00	\$375.00
Upright	\$500.00	\$350.00	\$250.00	\$375.00

Opening and Closing	Current		Proposed	
	Mon-Fri	Weekends	Mon-Fri	Weekends
Adult	\$450.00	\$650.00	\$650.00	\$900.00
Child (0-5)	\$225.00	\$350.00	\$250.00	\$375.00
Cremations	\$225.00	\$350.00	\$250.00	\$375.00

Disinterment	Current		Proposed	
	Mon-Fri	Weekends	Mon-Fri	Weekends
	\$600.00	\$800.00	\$650.00	\$900.00

Staff will be reviewing and comparing our cemetery rates with other communities in Iowa. In general, Carroll has been below the average price for these services. These recommended rates will bring our rates closer to the rates being charged by the other cities, but will still be below the average of many cities. Rates have not changed since 2011 and 2013, personnel and most other expenses have increased so the City should offset some of the expenses by rate increases.

History of Revenue vs. Expenses:

Cemetery	Revenue	Expenses	Personnel	Services & Commodities	Capital	Deficit
F.Y. 01-02	\$ 31,203	\$ 72,576	\$ 50,813	\$ 10,623	\$ 11,140	\$ (41,373)
F.Y. 02-03	\$ 29,624	\$ 73,943	\$ 61,216	\$ 12,727	\$ -	\$ (44,319)
F.Y. 03-04	\$ 27,816	\$ 87,364	\$ 68,999	\$ 14,466	\$ 3,899	\$ (59,548)
F.Y. 04-05	\$ 51,293	\$ 93,024	\$ 72,589	\$ 7,135	\$ 13,300	\$ (41,731)
F.Y. 05-06	\$ 40,770	\$ 125,302	\$ 75,629	\$ 11,972	\$ 37,701	\$ (84,532)
F.Y. 06-07	\$ 41,517	\$ 112,823	\$ 81,815	\$ 18,719	\$ 12,289	\$ (71,306)
F.Y. 07-08	\$ 46,341	\$ 146,277	\$ 82,417	\$ 20,626	\$ 43,234	\$ (99,936)
F.Y. 08-09	\$ 50,926	\$ 119,635	\$ 87,519	\$ 17,895	\$ 14,221	\$ (68,709)
F.Y. 09-10	\$ 36,321	\$ 104,890	\$ 83,236	\$ 19,914	\$ 1,740	\$ (68,569)
F.Y. 10-11	\$ 52,809	\$ 104,034	\$ 88,081	\$ 15,953	\$ -	\$ (51,225)
F.Y. 11-12	\$ 54,665	\$ 130,620	\$ 99,132	\$ 18,529	\$ 12,959	\$ (75,955)
F.Y. 12-13	\$ 45,282	\$ 109,728	\$ 94,469	\$ 15,259	\$ -	\$ (64,446)
F.Y. 13-14	\$ 59,920	\$ 122,837	\$ 104,063	\$ 18,495	\$ 279	\$ (62,917)
F.Y. 14-15	\$ 53,630	\$ 125,330	\$ 103,389	\$ 17,214	\$ 4,727	\$ (71,700)
F.Y. 15-16	\$ 55,156	\$ 137,320	\$ 108,733	\$ 15,937	\$ 12,650	\$ (82,164)
F.Y. 16-17	\$ 66,878	\$ 160,815	\$ 115,998	\$ 17,849	\$ 26,968	\$ (93,937)
F.Y. 17-18	\$ 54,984	\$ 132,176	\$ 114,219	\$ 17,957	\$ -	\$ (77,192)
F.Y. 18-19	\$ 58,392	\$ 146,561	\$ 89,356	\$ 50,836	\$ 6,369	\$ (88,169)
F.Y. 19-20	\$ 49,126	\$ 98,071	\$ 78,772	\$ 19,298	\$ -	\$ (48,945)
Totals	\$ 906,653	\$ 2,105,255	\$ 1,660,445	\$ 341,404	\$ 201,476	\$ (1,247,728)

**RECOMMENDATION:** For the Mayor and Council consideration and approval of the proposed rates effective January 1, 2021.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING FEES AND CHARGES FOR THE CITY CEMETERY**

WHEREAS, Chapter 115 of the proposed City of Carroll, Code of Ordinances, allows the City Council to establish fees and charges for the City Cemetery; and

WHEREAS, the City Council desires to establish fees and charges for the City Cemetery pursuant to the proposed City of Carroll, Code of Ordinances; and

WHEREAS, the City Council establishes the following fees and charges for the City Cemetery:

Lot Fees:

Babyland	\$350.00
Flush	\$200.00
Upright	\$525.00

Opening & Closing Charges:	Mon-Fri	Weekends
Adult	\$500.00	\$700.00
Child (0-5)	\$250.00	\$350.00
Cremations	\$250.00	\$350.00

Disinterment Charges:	Mon-Fri	Weekends
	\$600.00	\$800.00

WHEREAS, the Council deems the above-stated fees and charges to be appropriate and in its best interest; and

NOW, THEREFORE, BE IT RESOLVED that the above-stated fees and charges for the City Cemetery be authorized and approved, and this Resolution and approved fees and charges shall become effective upon the publication of the Ordinance approving the City's Code of Ordinances as required by law.

Passed and Adopted on this \_\_\_\_\_ day of October, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MP-w*

**FROM:** Jack Wardell, Director of Parks and Recreation *JW*

**DATE:** October 16, 2020

**SUBJECT:** Cemetery Ordinance Change – Chapter 115

## The current Chapter 115 – Cemetery Ordinance states:

115.11 ADDITIONAL REGULATIONS. The interment of bodies and maintenance of graves shall be under the following restrictions:

1. Placement. All bodies shall be so interred to lie wholly within bounds of the space.
2. Excavations. All excavations are to be performed by the Sexton or such other authorized person as he may direct.
3. Grade. Grade of the space shall not be altered and enclosures to define the space and mounds over the grave are prohibited.
4. Appurtenances. Iron or wire work, arches and seats, are prohibited except by written permission of Council. Vases are permitted only when placed in line with the markers.
5. Family Memorials. Family memorials are allowed only on four spaces or larger, except by special written permission of the Council, and shall be of approved or certified granite or stone.
6. Burial Vaults. Nothing less than an earth-bearing cement, metal or fiberglass box may be used except for babies buried in Babyland.
7. Cremation Burials. Cremation burials shall be allowed on a space. No more than ~~two (2)~~ **four (4)** cremation burials shall be allowed on one space, or one ~~burial vault and one cremation burial on the same space~~ burial vault and four cremation burial on the same space.
8. Other. Such other rules and regulations as are promulgated by the Council, or delegated to the City Manager, by the Council.

**RECOMMENDATION:** For the Mayor and City Council consideration of passage of the attached Ordinance amending Chapter 115 - Cremation Burials.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY AMENDING PROVISIONS PERTAINING TO CEMETERY**

**BE IT ENACTED** by the City Council of the City of Carroll, Iowa:

**SECTION 1. SECTION MODIFIED.** Section 115.11 of the Code of Ordinances of the City of Carroll, Iowa, is repealed and the following adopted in lieu thereof:

7. Cremation Burials. Cremation burials shall be allowed on a space. No more than four (4) cremation burials shall be allowed on one space, or one burial vault and four cremation burial on the same space.

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law for permits issued and work performed on those cremation burials on or after December 1, 2020.

Passed by the Council the \_\_\_\_\_ day of \_\_\_\_\_, 2020 and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Laura A. Schaefer, City Clerk



# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MSP w*

**FROM:** Jack Wardell, Director of Parks and Recreation *fw*

**DATE:** October 16, 2020

**SUBJECT:** New Policy #821 Cemetery Grave Decorations

Currently, there is no written policy in place to give staff direction and authority when discussing with families the placement of flowers, memorials or other items on or near the headstone. Attached to the memorandum is the proposed new policy that would take effect immediately. Current landscaping will be grandfathered in but once the cemetery staff determines the landscaping is dead, they can remove the item(s). This is the same policy reviewed at the work session on October 12, 2020.



**RECOMMENDATION:** For the Mayor and City Council consideration and approval of the attached Policy #821 – Cemetery Grave Decorations.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION APPROVING AN ADDITIONAL POLICY NO. 821 –  
CEMETERY GRAVE DECORATIONS

WHEREAS, there is currently no written policy in place regarding cemetery grave decorations, and;

WHEREAS, the City of Carroll is desirous of establishing guidelines for the public in regards to the decorations of graves at the Carroll Cemetery, and;

WHEREAS, the City Council of the City of Carroll, Iowa, finds that adding Policy No. 0821 – Cemetery Grave Decorations to the Policies and Procedures Manual is acceptable and should, therefore, be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carroll, Iowa, that Policy No. 821 – Cemetery Grave Decorations is approved and added to the Policies and Procedures Manual.

PASSED AND APPROVED this 26<sup>th</sup> day of October, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

\_\_\_\_\_  
Eric P. Jensen, Mayor

Attest:

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

# CITY OF CARROLL

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## POLICIES AND PROCEDURES MANUAL

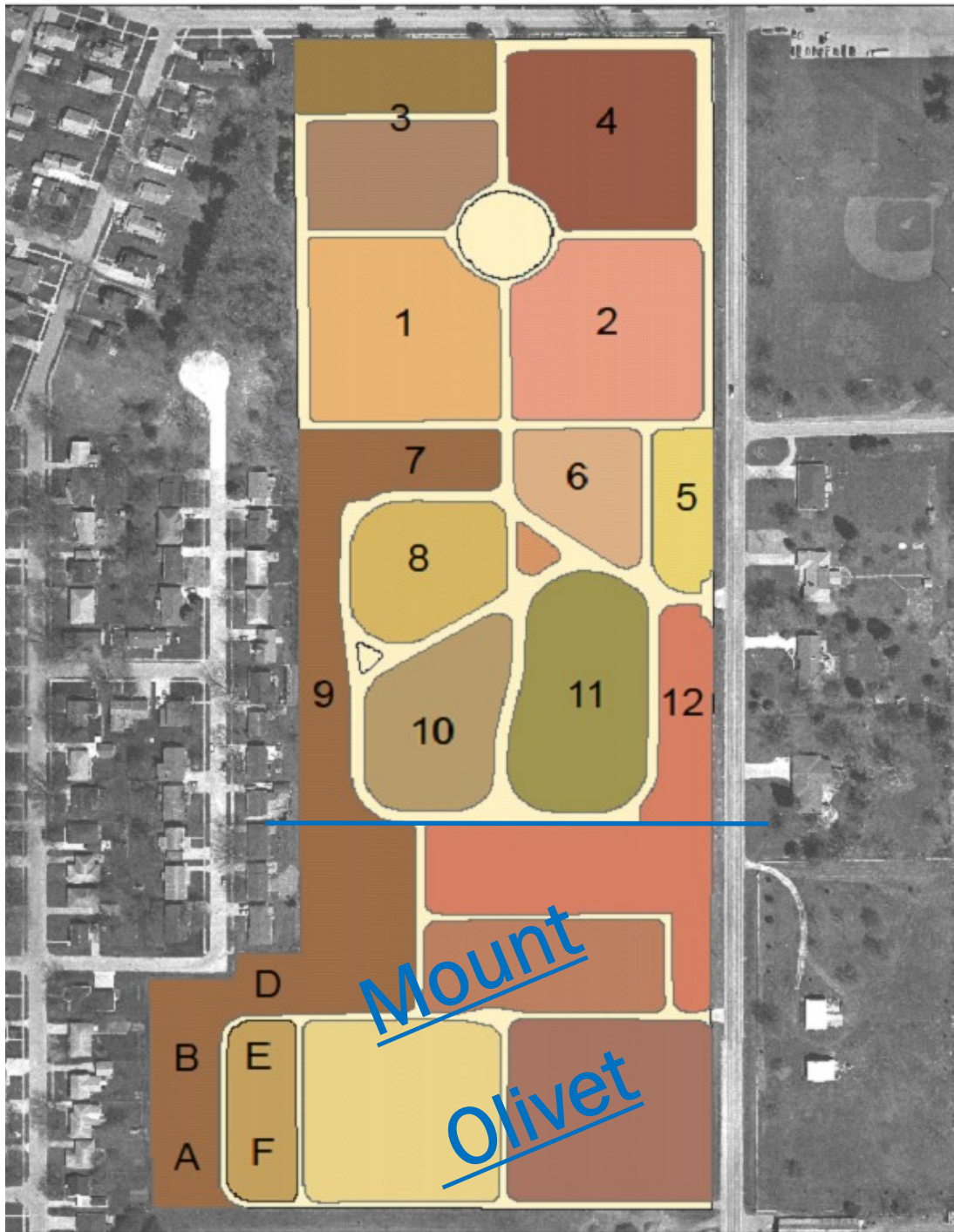
Subject <b>Cemetery Grave Decorations</b>		Policy No. 0821
Responsible Division(s), Office(s) <b>Parks &amp; Recreation Department</b>		Related Policies & Procedures
Effective/Revision Date	Approval(s)	

**Purpose:** To establish guidelines for the public in regards to the decoration of graves at the Carroll Cemetery. The City realizes the survivors of deceased loved ones have a desire to decorate the graves of those loved ones at various times throughout the year. The City also recognizes it has a responsibility to maintain the cemetery in an orderly and efficient manner. In order to provide an opportunity to meet both of these purposes the City hereby sets out the following policy.

1. Permanent gravesite decorations are permitted all year. However, they must be placed on the stone monument or concrete pads in line with the monuments. Permanent decorations must be protected from the City's mechanical maintenance devices (i.e. mowers and weed eaters) by placing them in concrete or metal containers. The City will not be held responsible for decorations that may be removed by cemetery personnel or damaged by maintenance devices when decorations are placed incorrectly.
2. Temporary gravesite decorations are prohibited except for the following times:
  - The two (2) weeks prior and following the interment to allow cemetery personnel to maintain the grounds.
  - For the Memorial Day holiday, and for a period of two (2) weeks prior and following the holiday. Cemetery personnel will begin removing decorations on the Tuesday following the second Monday after Memorial Day.
  - The period between Thanksgiving and March 1<sup>st</sup>. Removal of decorations may begin on March 2<sup>nd</sup>.
3. Glass containers such as vases and jars are never permitted as they present a danger.
4. Fresh flowers that have withered and died may be removed by Cemetery personnel at any time.



5. Any plant, shrub or tree in an area around the stone and not on the stone or on the concrete pad for the monument can be removed by the City for purposes of burial of the vault or urn. Also, if work is needed for the safety of the visitors or City staff.
6. No planting of any type of plant material, digging or disturbing the sod within the cemetery will be permitted. Any plants, shrubs and/or trees planted as of September 1, 2020 and in good health may remain. However, once the City has determined any plant material has withered, it will be removed by City personnel and not replaced by the owner.
7. In the event that interment spaces or memorials are damaged or defaced by acts of vandalism the city is not responsible for the damage.



# *Carroll* CITY CEMETERY



## CONTACT INFORMATION

Jake Bruggeman, Cemetery Sexton

618 S. Grant Rd.

Office Hours:

Monday - Friday

7:00 a.m. - 4:00 p.m.

Telephone Number:

712-792-1564

Fax Number:

712-792-0139

Email:

cemetery@ci.carroll.ia.us

## CARROLL CITY CEMETERY HISTORY

The Carroll Municipal Cemetery is a 40 acre park with one full time Sexton and a few part time staff from spring through the fall.

Unfortunately there are not accurate records of the first burial at the City Cemetery but there is evidence that some of the early burials were during the 1860's.



On October 7, 1970 the City of Carroll and the Catholic Cemetery Association entered into an agreement for the City of Carroll to own the land that was formally the Catholic Association Cemetery. This land is west of the black rod iron fence along Grant Road.

## CARROLL CITY CEMETERY RULES

1. Permanent gravesite decorations are permitted all year. However, they must be placed on the stone monument or concrete pads in line with the monuments. Permanent decorations must be protected from the City's mechanical maintenance devices (i.e. mowers and weed eaters) by placing them in concrete or metal containers. The City will not be held responsible for decorations that may be removed by cemetery personnel or damaged by maintenance devices when decorations are placed incorrectly.
2. Temporary gravesite decorations are prohibited except for the following times:
  - The two (2) weeks prior and following the interment to allow cemetery personnel to maintain the grounds.
  - For the Memorial Day holiday, and for a period of two (2) weeks prior and following the holiday. Cemetery personnel will begin removing decorations on the Tuesday following the second Monday after Memorial Day.
  - The period between Thanksgiving and March 1<sup>st</sup>. Removal of decorations may begin on March 2<sup>nd</sup>
3. Glass containers such as vases and jars are never permitted as they present a danger.
4. Fresh flowers that have withered and died may be removed by Cemetery personnel at any time.
5. Any plant, shrub or tree in an area around the stone and not on the stone or on the concrete pad for the monument can be removed by the City for purposes of burial of the vault or urn. Also if work is needed for the safety of the visitors or City staff.
6. No planting of any type of plant material, digging or disturbing the sod within the cemetery will be permitted. Any plants, shrubs and/or trees planted as of September 1, 2020 and in good health may remain. However, once the City has determined any plant material has withered, it will be removed by City personnel and not replaced by the owner.
7. In the event that interment spaces or memorials are damaged or defaced by acts of vandalism the City is not responsible for the damage.

## BURIAL ARRANGEMENTS

For interments please contact the Cemetery Sexton at 712-792-1564

***All payments for interments must be made prior to the service or at the time of the interment.***

### CEMETERY PLOT FEES (eff. 1/1/21):

Upright Monument: **\$525.00**

Flush Monument: **\$200.00**

Babyland: **\$350.00**

A \$5.00 audit fee will be charged for each deed issued

### GRAVE OPENING AND CLOSING FEES (eff. 1/1/21):

***Child (up to the age of five):***

Regular Operating Hours: **\$250.00**

Saturday, Sunday, Holidays and any time outside of the regular cemetery operating hours: **\$375.00**

***Adult:***

Regular Operating Hours: **\$500.00**

Saturday, Sunday, Holidays and any time outside of the regular cemetery operating hours: **\$700.00**

***Cremation:***

Regular Operating Hours: **\$250.00**

Saturday, Sunday, Holidays and any time outside of the regular cemetery operating hours: **\$375.00**

***Disinterment:***

Regular Operating Hours: **\$650.00**

Saturday, Sunday, Holidays and any time outside of the regular cemetery operating hours: **\$900.00**



# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Honorable Mayor and City Council Members

**FROM:** Mike Pogge-Weaver, City Manager *MJP-W*

**DATE:** October 22, 2020

**SUBJECT:** Rental Housing Code

The City Council has worked for over a year to create a Rental Housing Inspection Program and associated Rental Housing Code. This supports the Council's adopted priority to develop and implement a Rental Housing Code for the City of Carroll.

Cities with rental housing codes will either have a complaint-based program or a proactive rental inspection program. In a complaint-based program a municipal code enforcement officer will conduct a housing inspection and, if the complaint is substantiated, the officer will begin enforcement proceedings. A complaint-based program places the burden of having to force reluctant landlords to make needed repairs on the tenants.

The alternative proactive rental inspection program is different. Under a proactive rental inspection program, most covered rental units are inspected on a periodic basis to ensure that they are safe and habitable, and that property values are maintained. Typically, inspections take place at designated intervals. While the hallmark of proactive rental inspection programs is that inspections are not complaint-based, localities with proactive rental inspection programs generally conduct complaint-based inspections as well.

In many instances, proactive rental inspection programs may be more effective than complaint-based programs in ensuring safe and healthy housing, preserving housing stock, protecting vulnerable tenants, and maintaining neighborhood property values for all property owners including owner occupied homes. It is for these reasons the Carroll City Council directed staff to develop a proactive rental inspection approach that the proposed ordinance provides.

The purpose of this ordinance is to establish minimum standards and ongoing inspections for all rental housing within the City to ensure safe, sanitary housing for the residents of rental housing. It requires that rental properties apply for an annual rental housing permit and properties be inspected by the City a minimum of every three years in order to safeguard the health, safety, and welfare of the occupants of dwellings and of the general public. As an incentive to encourage property owners to maintain their properties, buildings with one or fewer deficient items at the time of the first inspection will not have their next regular inspection for 5 years and will have a reduced annual fee for 5 years.

### **Background**

The Fiscal Year 2020 budget approved in March of 2019 included funding to establish a rental housing inspection program starting January 1, 2020. Staff then began drafting and developing a formal rental housing code for the City of Carroll. At the May 28, 2019 Council Meeting, during a Council workshop, a draft of the Rental Housing Code was reviewed and a few adjustments were made to the draft. An open house for rental housing owners was held on June 26, 2019 to discuss the Rental Housing Inspection Program and Code draft. Three rental property owners also appeared at the July 8, 2019 Council Meeting to discuss the proposed ordinance. The City Council held discussions on it at their November 11, 2019 and November 25, 2019 meetings as they looked to implement the program. At those meetings a new draft was presented along with a staff proposed fee structure that focused on an annual permit fee versus an initial inspection fee that was previously discussed.

The City Council discussed the proposed Rental Housing Code at their February 10th council meeting. At that meeting the Council directed staff to have the proposed code presented at a future workshop of the council and also asked that the public submit comments on the code for the Council to discuss at the workshop.

The week of February 10<sup>th</sup>, staff set March 9<sup>th</sup> for the workshop and asked that comments on the Rental Housing Code be submitted to the City by 5:00 PM on February 27<sup>th</sup>. This was communicated to Carroll Broadcasting and Carroll Times Herald both whom ran stories on this. It was also communicated to key local rental housing property owners and it was posted on the City's social media page. A total of 21 comment letters were received. Comments that were specific to the code were compiled into a single document for the ease of the Council and public to review. A total of 87 pages that contained a total of 113 code specific comments were received. The council held a workshop on March 9<sup>th</sup> on the proposed rental housing code that lasted 2 hours and 51 minutes. The Council provided direction to staff on revisions they wanted made. Staff then made the revisions and posted a revised draft ordinance on the City's website on March 13, 2020. Notice of the revised draft ordinance was sent to media and key local rental housing property owners on March 13, 2020.

The proposed ordinance and fee structure are based on the March 13, 2020 draft. Due to COVID-19 the City paused work on adopting the ordinance. Due to this pause, staff has proposed a change to the implementation timeline in Section 158.04 related to existing rental housing units. For rental units in existence prior to the adoption of the proposed rental housing code, an application will be considered timely filed if submitted by March 31, 2021 and said initial permits will be valid until March 31, 2023. Future permits would be valid for 1 year.

### **COVID-19 and the start of Rental Housing Inspections**

With concerns related to COVID-19, work on the rental housing code was put on pause by the City. Since then the City has seen a rash of fires and unsafe living conditions that has resulted in the City declaring structures to be dangerous buildings. Due to these issues, the City announced to the media and a number of rental property owners that the City was going to resume work to consider implementing a rental housing code on September 25<sup>th</sup>.

While COVID-19 remains a concern, many communities in Iowa have restarted rental housing inspections. In fact, of those communities that responded to an inquiry on the status of their rental housing inspection program, all but one has restarted inspections at this time, even in light of COVID-19. The one city that has not restarted inspections is preparing to restart them soon. As we all navigate through COVID-19, we are learning more about the virus and how to adapt to it. To that end a set of "Rental Housing Inspections - COVID-19 Safety Procedures" have been developed by several communities in Iowa and will be used by the City of Carroll if we begin inspections while COVID-19 remains a concern.

It should also be noted that the City has not begun the hiring process for a code enforcement officer, who will also oversee the rental housing program for the City. Staff anticipates that if the Council moves forward on the proposed ordinance that they will hold the first reading on October 26, the second reading on November 9, and the third and final reading and final adoption on November 23. If that holds true, staff will begin the process to fill the position after final adoption of the ordinance and realistically would not have someone start until February. Depending on the skill set of the candidate, inspections may start immediately or may be delayed until needed training can be completed. While routine inspections will not start until we have a code enforcement officer hired and trained, the City does reserve the right to use existing staff to complete inspections when complaints are received and in situations deemed necessary by the City.

**RECOMMENDATION:** Mayor and City Council consideration and possible approval of the first reading of the Ordinance to adopt the Rental Housing Code for the City of Carroll.

Attachments:

- Ordinance in final form
- Ordinance, Resolution set fees, and Rental Housing Property Maintenance Guide in legislative markup form showing changes from the version presented on March 9, 2020
- March 9, 2020 Rental Housing Memo and support documents for reference

**City of Carroll**  
**Rental Housing Inspections**  
**COVID-19 Safety Procedures**

---

As the City of Carroll looks to establish rental licensure inspections during the current COVID-19 environment certain safety measures will need to be taken. The City has looked to other communities in Iowa who have rental housing inspections and have or are looking to reestablish rental housing inspections in their communities.

The following are the best practices the City will use for Rental Housing Inspections while COVID-19 remains a concern in our community:

Facial protection:

- Mouth and nose covering for everyone during the inspection. This may require the City to provide masks for tenants. Owners and building managers attending the inspections will be required to have their own protection.
- Glasses will be required for all inspectors.

Disposable gloves or hand sanitizer:

- Gloves will be worn by all inspectors. Gloves will be disposed and replaced for each dwelling unit or hand sanitizer shall be used by the inspector after each dwelling unit.

Inspection procedures:

- The inspector will refrain from touching anything within the units. The landlord or tenant will open doors, turn on water, flush toilets, turn on switches, etc.
- Where possible the tenant will vacate the unit during the inspection.
- Inspection time will be limited to less than 5 minutes if the unit has not been vacated.

Tenant health verification will be completed before the inspection begins and shall verify:

- No one with a fever within the last 14 days is residing in the residence.
- No one knowingly in contact with someone with COVID-19 in the last 14 days.
- No one presently having other flu-like symptoms in the residence.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY ADDING A NEW CHAPTER FOR RENTAL HOUSING CODE**

**BE IT ENACTED** by the City Council of the City of Carroll, Iowa:

**SECTION 1. NEW CHAPTER.** The Code of Ordinance of the City of Carroll, Iowa, is amended by adding a new chapter, Chapter 158, entitled RENTAL HOUSING CODE, which is hereby adopted to read as follows:

**CHAPTER 158**

**RENTAL HOUSING CODE**

158.01 Scope of Provisions  
158.02 Conflicting Provisions  
158.03 Definitions  
158.04 Certificate of Rental Permit  
158.05 Inspection and Enforcement  
158.06 Housing Appeals Board

158.07 Minimum Structure Standards for All  
Rental Dwellings  
158.08 Responsibilities of Owners Relating to the  
Maintenance and Occupancy of Premises  
158.09 Responsibilities of Occupants Relating to the  
Maintenance and Occupancy of Premises  
158.10 Penalty

**158.01 SCOPE OF PROVISIONS.** The provisions of this chapter (which may be known and cited as the Rental Housing Code for the City of Carroll, Iowa) apply to all rental dwellings within the City limits used or intended to be used for human occupancy, except that these provisions are not applicable to temporary housing as defined in this chapter.

**158.02 CONFLICTING PROVISIONS.** In any case where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code of the City, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

**158.03 DEFINITIONS.** Whenever the words “dwelling,” “dwelling unit,” “rooming house,” “rooming unit,” or “premises” are used in this chapter, they shall be construed as though they were followed by the words “or any part thereof.” The word “building” includes the word “structure” and the word “lot” includes the word “plot.” The following terms are also defined for use in this chapter:

1. “Acceptable” or “approved” means in substantial compliance with the provisions of this chapter.
2. “Accessory structure” means a detached structure which is not used, or intended to be used, for living or sleeping by human occupants.
3. “Adjoining grade” means the elevation of the ground which extends three (3) feet from the perimeter of the dwelling.



4. “Appurtenance” means that which is directly or indirectly connected or accessory to a thing.
5. “Attic” means any story situated wholly or partly within the roof or so designed, arranged or built to be used for business, storage, or habitation.
6. “Basement” means a story having a part but not more than one-half of its height above grade, which may or not be considered habitable space. A basement is counted as a story for the purpose of height regulations.
7. “Bath” means a bathtub or shower stall connected with both hot and cold water lines.
8. “Central heating system” means a single system supplying heat to one or more dwelling units or more than one rooming unit.
9. “Code Enforcement Officer” means the official of the City appointed to administer this chapter and any duly authorized representatives.
10. “Communal” means used or shared by, or intended to be used or shared by, the occupant of two or more rooming units or two or more dwelling units.
11. “Condominium” means a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa, as amended.
12. “Cooperative” means a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa, as amended.
13. “Court” means an open unoccupied space, other than a yard, on the same lot with a dwelling. A court not extending to the street or front or rear yard is an inner court. A court extending to the street or front yard or rear yard is an outer court.
14. “Dining room” means a habitable room used or intended to be used for the purpose of eating, but not for cooking or the preparation of meals.
15. “Duplex” means any habitable structure containing two single dwelling units.
16. “Dwelling” means any building, structure, or mobile home, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants and includes any appurtenances attached thereto.
17. “Dwelling, efficiency” – see efficiency dwelling
18. “Dwelling, multiple” - see “multiple dwelling.”
19. “Dwelling, single-family” - see “single-family dwelling.”
20. “Dwelling unit” means any habitable room or group of adjoining habitable rooms, located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals.

21. “Efficiency dwelling” means a dwelling unit with a sleeping area open to the living area, with no intervening door.
22. “Egress” means an arrangement of exit routes to provide a means of exit from buildings and/or premises.
23. “Exit” means a continuous and unobstructed means of egress to a public way and includes intervening doors, doorways, corridors, windows, exterior-exit balconies, ramps, stairways, smoke-proof enclosures, horizontal exits, exit passageways, exit courts, walkways, sidewalks, and yards.
24. “Extermination” means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination method approved by the Code Enforcement Officer.
25. “Family” means one or more persons occupying a dwelling and living as a single housekeeping unit. Each individual or group of individuals to whom rent is charged as a single unit shall be considered to be a separate family.
26. “Garbage” means animal or vegetable waste resulting from the handling, preparation, cooking, or consumption of food and also means combustible waste material. “Garbage” also includes paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, and other combustible materials.
27. “Habitable room” means a room or enclosed floor space, having a minimum of seventy (70) square feet of total floor area within a dwelling unit or rooming unit used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, and stairways.
28. “Historical” means any property designated by the Carroll County Historic Preservation Commission as a Historical Site or any property on the National Register of Historical Places.
29. “Infestation” means the presence, within or around a dwelling, of any insects, rodents, or other pests, in such quantities as would be considered unsanitary.
30. “Kitchen” means a habitable room used or intended to be used for cooking or the preparation of meals.
31. “Kitchenette” means a food preparation area not less than forty (40) square feet in area.
32. “Kitchen sink” means a basin for washing utensils used for cooking, eating, and drinking, located in a kitchen and connected to both hot and cold water lines and properly connected to a drainage system.

33. “Lavatory” means a hand-washing basin which is connected to both hot and cold water lines, and properly connected to a drainage system, which is separate and distinct from a kitchen sink.
34. “Living room” means a habitable room within a dwelling unit which is used, or intended to be used, primarily for general living purposes.
35. “Mobile home” means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.
36. “Multiple dwelling” means any dwelling containing three or more dwelling units.
37. “Occupant” means any person, including owner or operator, living in, sleeping in, and/or cooking in, or having actual possession of a dwelling unit or a rooming unit.
38. “Operator” means any person who rents to another or who has custody or control of a building, or parts thereof, in which dwelling units or rooming units are let or who has custody or control of the premises.
39. “Owner” means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit by virtue of a contractual interest in or legal or equitable title to the dwelling, dwelling unit or rooming unit. “Owner” also means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit as guardian.
40. “Permit” - see “rental permit.”
41. “Placard” means any display document showing that the unit for which it is issued has been determined to be unfit for human habitation.
42. “Plumbing” means and includes any or all of the following supplied facilities and equipment: water pipes, garbage disposal units, waste pipes, toilets, sinks, lavatories, bathtubs, shower baths, water heating devices, catch basins, drains, vents, and any other similar supplied fixtures together with all connections to water and sewer.
43. “Premises” means a lot, plot, or parcel of land including a building and/or accessory structure thereon.
44. “Privacy” means the existence of conditions which will permit a person or persons to carry out an activity commenced without interruption or interference by unwanted persons.
45. “Properly installed, connected, constructed, or repaired” means as required by this or any other building, plumbing, mechanical or electrical code of the City, including work to be done in a workmanlike manner.

46. “Public way” means any parcel of land, unobstructed from the ground to the sky, more than ten feet in width, appropriated to the free passage of the general public.
47. “Refuse” means waste materials (except human waste) including garbage, rubbish, ashes, and dead animals.
48. “Refuse container” means a watertight container that is constructed of metal, or other durable material impervious to rodents, that is capable of being serviced without creating unsanitary conditions.
49. “Rental permit” means a document, issued periodically, which grants the owner or operator the option of letting a unit for rental purposes and showing that the unit for which it is issued was in compliance with the applicable provisions of this chapter at the time of issuance.
50. “Roomer” means an occupant of a rooming house or rooming unit and shall also mean an occupant of a dwelling who is not a member of the family occupying the dwelling except for guests and/or domestic employees.
51. “Rooming house” means any dwelling, or that part of any dwelling, containing one or more rooming units, including, but not limited to hotels and motels, in which space is let by the owner or operator to one or more persons. Occupants of units specifically designated as dwelling units within a rooming house shall not be included in the roomer count. An owner-occupied, single-family dwelling, condominium, or cooperative containing a family plus one or two roomers shall be excluded from this definition and be treated as a owner-occupied, single-family dwelling.
52. “Rooming unit” means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used, primarily for living and sleeping. A rooming unit shall have bath and toilet facilities available for exclusive use by the occupant or for communal use in accordance with subsections 158.07(15) through (22) and, in addition, may have kitchen and dining facilities available for use by the occupant therein.
53. “Rubbish” means inorganic waste material consisting of combustible and/or noncombustible materials.
54. “Single-family dwelling” means a structure containing one dwelling unit.
55. “Supplied Facility” means equipment, appliance or system paid for, furnished by, provided by, or under the control of the owner or operator.
56. “Temporary housing” means any tent, trailer, motor home, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) days.

57. “Toilet” means a water closet, with a bowl and trap made in one piece, which is of such shape and form and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim or flushing rims.

#### **158.04 CERTIFICATE OF RENTAL PERMIT.**

1. Rental Permit Required. It is a violation of this chapter for any person to let to another for rent any dwelling unit or rooming unit (except a dwelling or rooming unit located within an owner-occupied, single-family dwelling, condominium, or cooperative containing no more than two dwelling or rooming units), unless the owner or operator holds a valid rental permit. A rental permit is valid from the date of issuance until March 31<sup>st</sup> of the following year. Renewals of rental permits shall be made annually between January 2<sup>nd</sup> and March 31<sup>st</sup>. For existing rental properties in existence prior to the adoption of this chapter, rental permit applications shall be considered timely filed if they are received by the City on or before March 31, 2021 and such permits will be valid until March 31, 2023. The document shall be transferable from one owner or operator to another at any time prior to its expiration, termination or revocation. The owner or operator shall notify the Code Enforcement Officer of any changes of interest or ownership in the property within thirty (30) days of any conveyance or transfer of interest affecting the property and provide the name and address of all persons who have acquired an interest therein. In the event that the Code Enforcement Officer has not been notified of such conveyance or transfer within the designated period of time, the rental permit shall be transferred from one owner or operator to another only upon payment of a fee which shall be assessed the new owner or operator, the amount of which shall be set by resolution of the Council. The rental permit shall state the date of issuance, the address of the structure to which it is applicable, and its expiration date. The rental permit shall also include the maximum number of occupants. All dwellings and dwelling units and rooming units being let for rent and occupancy without a valid permit or application for the same on file with the City and fees paid may be ordered vacated.

2. Application. The owner or operator shall file an application for a rental permit, accompanied by the appropriate fees as established by resolution of the Council, with the Code Enforcement Officer on an application form provided by the Code Enforcement Officer. All applications shall be filed and a rental permit obtained before being let for rent or occupancy. Failure to file an application for a rental permit shall constitute a municipal infraction. The owner or operator shall, within thirty (30) days of application, schedule and allow an inspection of the unit by the Code Enforcement Officer, if such an inspection is due under the provisions of Section 158.05 of this chapter, and failure to do so may be judicially enforced and constitutes a municipal infraction. All fees for inspections and/or permits shall be paid prior to the scheduled inspection.

3. Issuance. When all pertinent provisions of this chapter have been complied with by the owner or operator, the Code Enforcement Officer shall issue a rental permit.

4. Extension. A rental permit shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Code Enforcement Officer to remedy any violations cited subsequent to an inspection authorized or requested pursuant to the provisions of this chapter, provided a rental permit application is on file with fees paid.

**158.05 INSPECTION AND ENFORCEMENT.**

1. Authority. The Code Enforcement Officer is authorized to administer and enforce the provisions of the Rental Housing Code and to make inspections to determine the conditions of all dwellings, dwelling units, rooming units, structures, and premises located within the City, in order that the Code Enforcement Officer may perform the duty of safeguarding the health, safety, and welfare of the occupants of dwellings and of the general public under the provisions of this chapter.

2. Inspection of Rental Units. Inspection of rental units shall be conducted upon request, on a complaint basis, and/or through a program of regular rental inspections which program shall not be conducted more frequently than yearly or less frequently than the set schedule indicated below:

Single family dwelling	Every 3 years
Duplex	Every 3 years
Owner-occupied plus more than 2 dwelling units	Every 3 years
Multiple dwelling units	Every 3 years
Rooming houses	Every 3 years

The provisions of Sections 158.07 through 158.09 of this chapter shall apply to the inspections of all rental units.

As an incentive to encourage property owners to maintain their properties, if on the first inspection a Single family dwelling has only one deficient item, a duplex or a triplex building has only one deficient item in the entire building, or a four plex or larger building has only one deficient item in no more than 25% of the units, then the frequency of regular reinspection shall be set as indicated in the schedule below



and the annual rental housing permit fee shall be 60% of the normal rate annually for the next 5 years:

Single family dwelling	Every 5 years
Duplex	Every 5 years
Owner-occupied plus more than 2 dwelling units	Every 5 years
Multiple dwelling units	Every 5 years
Rooming houses	Every 5 years

If a unit becomes vacant and it has been at least 20 months from the last inspection of that unit an owner may, but the owner is not required to, request the City complete a regular inspection while the unit is vacant to avoid future disruption of the tenant.

3. Access by Owner or Operator. Every occupant of a dwelling, dwelling unit, or rooming unit shall give, upon proper notice, the owner or operator thereof, or any authorized agent or employee, access to any part of such dwelling, dwelling unit, rooming unit, or premises at all reasonable times for the purpose of effecting such maintenance, making such repairs, or making such alterations as are necessary to effect compliance with, or any lawful notice or order issued pursuant to the provisions of Sections 158.07 through 158.09.

4. Access by the Code Enforcement Officer. Whenever authorized to make an inspection or whenever the Code Enforcement Officer has reasonable cause to believe that there exists any condition in violation of any provisions of this chapter or in response to a complaint that an alleged violation may exist, the Code Enforcement Officer may enter such unit or premises during reasonable times to inspect and perform any action authorized by this chapter. If such unit or premises is tenant-occupied, the Code Enforcement Officer shall also notify the owner or other persons having charge or control of the building or premises of the requested entry. The Code Enforcement Officer shall at such times present official identification and explain why entry is sought; and if entry is refused, the Code Enforcement Officer shall request that the inspection be conducted at a reasonable time, suitable to the owner or occupant. If the request for future entry is refused, the Code Enforcement Officer shall at that time, or at a later time, explain to the owner and/or occupant that said owner and/or occupant may refuse, without penalty, entry without a search warrant, and the Code Enforcement Officer may apply to the Iowa District Court for an administrative search warrant pursuant to Section 1.12, Carroll Code of Ordinances and Section 88.14 Iowa Code.

5. Administrative Search Warrant. If consent to inspect a building is withheld by any person having the lawful right to exclude, the Code Enforcement Officer may apply to the Iowa District Court in and for Carroll County for an administrative search

warrant of the building. No owner or occupant or any other person having charge, care, or control of any dwelling, dwelling unit, rooming unit, structure, or premises shall fail or neglect, after presentation of an administrative search warrant, to properly permit entry therein by the Code Enforcement Officer for the purpose of inspection and examination pursuant to this chapter.

6. Violation Notice. Whenever the Code Enforcement Officer determines, upon the basis of an inspection or other reliable information, a premises has one or more violations of this chapter, the Code Enforcement Officer shall give to the owner (and the tenant if a violation relates to Section 158.09) of the premises a written notice in substantially the following form:

<b>ORDER TO REPAIR, CORRECT AND COMPLY</b>		
To:	_____ , Owner (and Tenant if applicable)	
Re:	_____ , Location in Violation	
You are hereby notified that the Code Enforcement Officer has determined the above premises has the following violations of the City of Carroll Rental Housing Code:		
Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____
You are hereby ordered to repair, correct and comply with the requirements of the Rental Housing Code within thirty (30) days of your receipt of this order. Failure to comply with this order (or as it may be modified on appeal) will result in a denial or revocation of your rental permit and an order to vacate the premises.		
You are advised that this order may be appealed by filing a written notice of appeal, containing the reasons for the appeal, with the Housing Appeals Board, City Hall, Carroll, Iowa, within seven (7) days of your receipt hereof. The appeal may dispute the above code violations or request additional time allowed for compliance or both. In addition, you may request that the Board grant a variance in the application of the Housing Code to your particular circumstances. Failure to file a timely appeal results in waiver of your right to have this order modified.		
You are further advised that your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.		

The order set out in this subsection shall be served upon the owner personally, upon a member of the owner’s family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner by registered or certified mail with return receipt requested to the owner’s last known address (per County Assessor’s records); or upon the failure of all above methods, and by posting a copy thereof in a conspicuous place in or about the dwelling affected by the order. The owner (and the tenant if a violation relates to Section 158.09 of this chapter) may appeal the order by filing a written notice of appeal with the Housing Appeals Board

within seven (7) days of the service of the order. The issues on appeal are restricted to disputes regarding the cited violations, requests for additional time for compliance, and requests for variances. The Code Enforcement Officer shall, after expiration of the time given in the order to repair, correct and comply (or as it may be modified on appeal), reinspect the premises as appropriate. The owner's or tenant's failure to comply with the order shall constitute a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

7. Denial or Revocation of Rental Permit; Order to Vacate. Whenever the Code Enforcement Officer determines that the order to correct, repair and comply (or as it may be modified on appeal) has not been complied with, the Code Enforcement Officer shall deny or revoke the rental permit for the premises and order the premises vacated. The denial or revocation and order shall be effective thirty (30) days after receipt by the owner and tenant of the premises of a written notice of the denial or revocation of the rental permit and order to vacate in substantially the following form:

**NOTICE OF DENIAL OR REVOCATION OF RENTAL PERMIT AND ORDER TO VACATE**

To: \_\_\_\_\_, Owner

\_\_\_\_\_, Tenant

Re: \_\_\_\_\_, Location in Violation

You are hereby notified that the Rental Housing Code Enforcement Officer has determined that the Order to Repair, Correct and Comply dated \_\_\_\_\_ affecting the above premises has not been complied with and the following violations of the Rental Housing Code still exist:

Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby notified that, effective thirty (30) days after receipt of this notice and order, the rental permit covering the above premises is revoked (or the application for a rental permit is denied) and you are ordered to have the above premises vacated within such period of time.

You are advised that the revocation or denial of the rental permit and order to vacate the premises may be appealed by filing a written notice of appeal, containing the reasons for the appeal, with the Housing Appeals Board, City Hall, Carroll, Iowa, within seven (7) days of your receipt of this notice and order. Your appeal is solely limited to the issue of whether the previous Order to Repair, Correct and Comply (or as it may have been modified on a previous appeal) has been complied with and may not address matters concerning such order which were subject to previous appeal rights. However, tenants may, by filing a timely appeal, also request additional time to move.

You are further advised that this order to vacate may be judicially enforced and that the occupancy or sufferance of occupancy of the affected premises after the expiration of the thirty (30) day period provided herein without a valid rental permit constitutes a municipal infraction per Chapter 4 of the City Code.

The above notice and order shall be served upon the owner and tenant personally, upon a member of the owner's and tenant's family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner and tenant by registered or certified mail, with return receipt requested, to the owner's last known address per County Assessor's records; or upon the failure of all above methods, by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. In the instance where all of the cited violations are tenant violations under Section 158.09, the notice and order set out in this subsection shall be modified to delete reference to the revocation or denial of the rental permit for the premises and the owner may cause the premises to be re-occupied by the different tenants. The owner and/or tenant may appeal the notice and order by filing

a written notice of appeal with the Housing Appeals Board within seven (7) days of this service of the notice. The issue on appeal is solely limited to the issue of whether the previous order to repair, correct and comply (or as it may have been modified on a previous appeal) has been complied with and may not address matters concerning such order which were subject to previous appeal rights. However, tenants may, by filing a timely appeal, also request additional time to move. The order to vacate may be judicially enforced and violation of the order to vacate and the occupancy or sufferance of occupancy of the affected premises after the expiration of the thirty-day period provided herein (or after such additional time as the Housing Appeals Board may have granted a tenant to move) without a valid rental permit constitutes a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

8. Emergency Orders and Placarding. Whenever the Code Enforcement Officer, in the enforcement of this chapter, finds in or about a dwelling conditions which pose an immediate and serious threat to the health or safety of the occupants and/or the general public, the Code Enforcement Officer shall give to the owner and occupants of the premises a written order in substantially the following form:

**EMERGENCY ORDER TO VACATE**

To: \_\_\_\_\_, Owner

\_\_\_\_\_, Tenant

Re: \_\_\_\_\_, Location in Violation

You are hereby notified that the Code Enforcement Officer has determined that the above premises contain the following violations of the City of Carroll Rental Housing Code, which violations pose an immediate and serious threat to the health or safety of the occupants thereof and/or the general public:

Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby ordered to vacate the above premises within 48 hours of your receipt of this order.

You are advised that if the condition cited above is corrected and repaired before the expiration of your time limit herein, you may contact the Code Enforcement Officer, who may confirm the repair of the condition and rescind this order.

You are advised that this order may be appealed by filing a written notice of appeal containing the reasons for appeal with the Housing Appeals Board, City Hall, Carroll, Iowa, within twenty-four (24) hours of your receipt hereof. The appeal may dispute the above code violations but it may not request additional time for compliance, nor will the filing of an appeal act to delay the deadline for vacating the premises.

You are further advised that this order to vacate may be judicially enforced and your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.

The above notice and order shall be served upon the owner and tenant personally, or by phone, fax, or e-mail (due to the urgency of the emergency order) if immediate personal service cannot be accomplished after reasonable attempts and by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. The owner may appeal the order by filing a written notice of appeal with the Housing Appeals Board within twenty-four (24) hours of the service of the order. The sole issue on appeal is the cited violation. Time to comply or vacate may not be an issue on an appeal of the order, nor will the filing of an appeal extend the number of days before the premises must be vacated. The Code Enforcement Officer, upon issuing an emergency order to vacate, shall post upon the dwelling a placard designating the dwelling as unfit for human habitation. No dwelling which has been placarded shall again be used for human habitation until a



written approval is secured from and such placard is removed by the Code Enforcement Officer. The Code Enforcement Officer shall remove such placard whenever the violation upon which the placarding action was based has been eliminated. No person shall deface or remove the placard from any dwelling which was the subject of an emergency order to vacate and placarded as such. An emergency order to vacate may be judicially enforced and a violation of the emergency order to vacate and the occupancy or sufferance of occupancy of the affected premises after the expiration period provided in the order constitutes a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

#### **158.06 HOUSING APPEALS BOARD.**

1. Established. In order to provide for interpretation of the provisions of this chapter and to hear appeals provided for under this chapter, there is established a Housing Appeals Board (hereinafter in this section referred to as the Board) consisting of five (5) members of which 4 shall be residents of the City of Carroll, who do not hold an elective office in the municipal government, and who are appointed by the Mayor subject to the approval of the Council. Members should come from a diverse background such as a rental property owner, a tenant, an individual engaged in a construction trade, and a non-rental property owner. Members are appointed for staggered terms of five (5) years. If any vacancy exists on the Board caused by resignation or otherwise, a successor shall be appointed for the remainder of the term.
2. Compensation. All members of the Board shall serve without compensation except for their actual expenses accrued, which shall be subject to the approval of the Council.
3. Officers. Such Board shall choose, annually, at its first regular meeting, one of its members to act as Chairperson of the Board, and another of its members as Vice Chairperson, who shall perform all the duties of the Chairperson during his or her absence or disability. The Board may also choose one of its members to act as Secretary or choose a non-board member to act as Secretary, who shall record all minutes and proceedings of the Board and who shall be responsible for filing same in the office of the Housing Appeals Board.
4. Jurisdiction. Any person affected by a written notice and/or order issued under this chapter which is specifically subject to appeal, may appeal to the Board by filing a written appeal specifying the grounds therefor within the time limits provided. Appeals shall include requests for additional time and variances allowed under this chapter. The filing of an appeal does not delay the time for compliance with a notice or order unless the Board fails to determine the matter within the time limit provided for compliance with the notice or order in which case such time for compliance shall automatically be extended to the time such determination is made except in the instance of an emergency order.

5. Procedures.

A. The Board, upon receipt of a written appeal, shall set a time and place for the hearing. The applicant shall be advised, in writing, of such time and place at least seven (7) days prior to the date of the hearing. At such a hearing the appellant shall have an opportunity to be heard and to show cause as to why such notice or order should be modified, extended, revoked, or why a variance should be granted. The Board, by a majority vote, may sustain, modify, extend, or revoke a notice or order and grant or deny a variance.

B. The Board may grant additional time for compliance with a notice or order where specifically recognized by this chapter. However, the Board may, by an express determination, retain jurisdiction of a matter concerning additional time and make tentative extensions to be finally determined at a later date and time by the Board. In the event that additional time or tentative extensions are granted, the Board shall make specific findings of fact based on evidence relating to the following:

- (1) That there are historical or practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order; and
- (2) That such additional time or a tentative extension is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare. Except under extraordinary circumstances, the grant of additional time, including the sum of tentative extensions shall not exceed twelve (12) months.

C. The Housing Appeals Board may grant a variance in a specific case and from a specific provision of this chapter subject to appropriate conditions; and provided the Board makes specific findings of fact based on the evidence presented on the record as a whole, and related to the following:

- (1) That there are historical or practical difficulties or unnecessary hardships in carrying out a strict letter of any notice or order; and
- (2) That due to the particular circumstances presented, the effect of the application of the provisions would be arbitrary in the specific case; and
- (3) That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect; and
- (4) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare.

D. Upon appeal or the request of the Code Enforcement Officer, the Board may consider the adoption of a general variance. The Board by a

majority vote may establish a general variance for existing structures which cannot practicably meet the standards of the Rental Housing Code. Prior to considering any general variance, public notice shall be given. A general variance, if granted, shall:

- (1) State in what manner the variance from the specific provision is to be allowed; and
- (2) State the conditions under which the variance is to be made; and
- (3) Be based upon specific findings of fact based on evidence related to the following:
  - (a) That there are practical difficulties or unnecessary hardships in carrying out the strict letter of the specific provision, common to dwellings, dwelling units, or rooming units to which the variance will apply, and
  - (b) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

6. Amendments. Additionally, the Housing Appeals Board may on its own motion recommend improvements, amendments or modifications to this chapter.

#### **158.07 MINIMUM STRUCTURE STANDARDS FOR ALL RENTAL DWELLINGS.**

1. Supplied Facility. Every supplied facility piece of equipment or required utility shall be constructed and/or installed so that it will function safely.
2. Kitchens. Every dwelling unit shall have a kitchen room or kitchenette equipped with the following:
  - A. A fully functioning kitchen sink.
  - B. Space capable of properly accommodating a refrigerator and a stove or range.
  - C. Proper access terminals to utilities necessary to properly operate a refrigerator and stove or range.
  - D. Adequate space for the storage and preparation of food.
3. Water Closet Required. Every dwelling unit shall contain an approved water closet.
4. Bath Required. Every dwelling unit shall contain an approved bathtub or shower.
5. Lavatory Basin Required. Every dwelling shall contain an approved lavatory basin within or adjacent to the room containing the toilet.

6. Privacy in a Room Containing Toilet and Bath. Every toilet and every bath shall be contained within a room or within separate rooms which afford privacy for a person within said rooms.
7. Water Heating Facilities Required. Every kitchen sink, bath and lavatory basin required in accordance with the provisions of this chapter shall be properly connected with supplied water heating facilities. Every supplied water heating facility shall be properly connected and shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every kitchen sink and lavatory basin required under the provisions of this chapter at a temperature of not less than one hundred twenty degrees (120°) Fahrenheit [forty-eight degrees (48°) centigrade]. Such supplied water heating facilities shall be capable of meeting the requirements of this section when the required space heating facilities are not in operation.
8. Connection of Sanitary Facilities to Water and Sewer Systems. Every kitchen sink, laundry sink, mop sink, toilet, lavatory basin, and bath shall be properly connected to an approved water and sewer system.
9. Exits.
  - A. Every dwelling unit and every rooming unit shall have access directly to the outside or to a public corridor.
  - B. Every rental dwelling shall have at least two (2) exits as a means of egress from each floor, one of which may be a window. This requirement applies to the ground floor and any other floor that include sleeping rooms.
  - C. All windows used as exits for means of egress shall have a minimum net clear opening of 4.0 square feet and the minimum net clear opening dimensions shall be at least twenty-four (24) inches by twenty (20) inches. Exception: Windows of slightly lesser dimensions which were installed in conformance with a previous building code may be approved by the Code Enforcement Officer providing they have minimum net clear opening dimensions of at least twenty-two (22) inches by eighteen (18) inches. Where windows are provided as means of egress or rescue, they shall have finished sill height not more than forty-four (44) inches above the floor, except that a step or step stool may be used to maintain the 44-inch sill height requirement.
  - D. New dwelling units shall have exits as required by the Building Code and Fire Code of the City of Carroll.
  - E. Every means of egress shall comply with the following requirements:
    - (1) Handrails. All stairways comprised of four (4) or more risers shall be provided with a substantial and safe handrail. Unenclosed floor and roof openings, open and glass sides of landings and ramps,

balconies or porches which are more than thirty (30) inches above grade or above the floor below.

(2) Every stairway shall have a width, riser height and tread width which shall be adequate for safe use.

(3) Doors and windows readily accessible from outside the unit shall be lockable from inside the unit.

(4) Every doorway providing ingress or egress from any dwelling unit, rooming unit or habitable room shall be at least six (6) feet high and twenty-two (22) inches wide.

(5) Designated egress doorways and windows in all rental dwellings on any floor with more than four (4) dwelling units or more than six sleeping rooms in the case of a rooming house, shall be marked with illuminated exit signs.

10. Ventilation.

A. Every dwelling unit and rooming unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, mold, and other harmful air pollutants.

B. Every window or other device with openings to the outdoor space, used for ventilation, shall be supplied with screens of not less than sixteen mesh per inch.

C. Every system of mechanical ventilation, such as air conditioners and vent fans shall be maintained in operable condition.

11 Heating. Every dwelling shall have heating facilities which are properly installed and are capable of safely and adequately heating all habitable rooms, bathrooms, and toilet rooms located therein to a temperature of at least sixty-eight degrees (68°) Fahrenheit [twenty degrees (20°) centigrade] and shall be capable of maintaining in all said locations a minimum temperature of sixty-five degrees (65°) Fahrenheit, [eighteen degrees (18°) centigrade] at a distance of three (3) feet above the floor level at all times. Such heating facilities shall be so designed and equipped that heat, as herein specified, is available for all dwelling units and rooming units.

12. Electrical Requirements. Every habitable room shall contain at least two separate floor or wall-type electrical double convenience outlets which shall be situated a distance apart equivalent to at least twenty-five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly installed. Every habitable room, toilet room, laundry room, furnace room, basement and cellar shall contain at least one supplied ceiling or wall-type electric light fixture or switched outlet. Every such outlet and fixture shall be properly installed. Temporary wiring or extension cords shall not be used as permanent wiring.

13. Minimum Space, Use and Location Requirements.

A. Habitable rooms shall have a floor area of not less than 70 square feet.

**Exception: Kitchens.**

B. Sleeping Rooms. In every dwelling unit of two or more rooms and every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor space and every room occupied for sleeping purposes by two occupants shall contain at least one hundred (100) square feet of floor space per sleeping room. An additional thirty (30) square feet per room is needed for each additional occupant, with maximum bedroom occupancy of four (4). Example: 1 sleeping room with 4 occupants = 160 Sq. Ft. Exception: The maximum occupancy of a sleeping room may be exceeded by one (1) child under the age of five (5) years, provided that the maximum occupancy of the dwelling unit is not exceeded.

C. Ceiling Height. The ceiling height of every habitable room shall be at least six feet four inches (6'4"). In any habitable room where the ceiling is a part of a sloping roof, at least one-half of the floor area shall have a ceiling height of at least six feet four inches (6'4"). "Floor area," as used in this subsection, means the area of the floor where the vertical measurement from floor to ceiling is five (5) feet or more. Obstruction of space by such items as water and gas pipes, cabinetry, etc., shall be permitted when such obstructions are located within two (2) feet of a partition or wall, do not interfere with an emergency ingress and egress, and are approved by the Code Enforcement Officer. Obstruction of a ceiling space shall be permitted when such obstruction is located at a height of not less than six feet four inches (6'4") from the floor.

14 Direct Access. Access to each dwelling unit or rooming unit shall not require first entering any other dwelling unit or rooming unit (except that access to a dwelling unit or a rooming unit may be through a living area of a unit occupied by the owner-operator of the structure). No dwelling unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hallway, basement, or to the exterior of the dwelling unit or rooming unit.

15. Lighting of Public Halls and Stairways. Public passageways and stairways in dwellings accommodating two to four dwelling units or rooming units shall be provided with convenient wall-mounted light switches which activate an adequate lighting system. Public passageways and stairways in buildings accommodating more than five (5) dwelling units or rooming units shall be lighted at all times with



an adequate artificial lighting system, except that such artificial lighting may be omitted from sunrise to sunset where an adequate natural lighting system is provided. Whenever the occupancy of a building exceeds one hundred (100) persons, the artificial lighting system as required herein shall be on an emergency circuit.

16. Fire Extinguishers; Minimum Approved Type. All rental dwelling units and rooming houses shall have a two and one-half pound type “ABC” fire extinguisher, or have access to a fire extinguisher within seventy-five (75) feet of any unit, which is approved by the Code Enforcement Officer or Fire Chief. Fire extinguishers shall be properly hung in an area of easy access or hung inside a cabinet under the kitchen sink. Extinguishers may not be located or mounted over the kitchen range (stove/oven).

17. Early Warning Fire Protection. All rental units shall have a centrally located smoke detector on each level and one in each bedroom.

18. A carbon monoxide detector located a maximum of four (4) feet off the floor or where recommended by the manufacturer, shall be provided on the main level and on each level with bedrooms. Exception: Units without gas piping may omit carbon monoxide detectors provided they do not have an attached garage.

19. Water Closets and Lavatory Basins. At least one approved water closet and one approved lavatory basin shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator’s family whenever they share the said facilities, provided that in a rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half of the required number of water closets.

20. Baths. At least one approved bath shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator’s family whenever they share the use of the facilities.

21. Location of Communal Toilets and Baths. Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rooming unit.

22. Communal Kitchens. If a communal kitchen is supplied, it shall comply with the following requirements:

A. The minimum floor area of a communal kitchen shall be fifty (50) square feet. Floor area shall include that part of the floor occupied by cabinets and appliances. If the dining area is separate from the kitchen area, it shall have a minimum floor area of fifty (50) square feet.

B. The minimum floor area of a communal kitchen in which roomers are permitted to prepare and eat meals shall be one hundred (100) square feet.

- C. The communal kitchen shall be equipped with the following:
- (1) A refrigerator with an adequate food storage capacity.
  - (2) An approved kitchen sink.
  - (3) A stove or range.
  - (4) At least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.
  - (5) At least six (6) square feet of surface area which is easily cleanable and suitable for the preparation of food.
  - (6) An eating surface and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.
- D Every communal kitchen shall be located within a room accessible to the occupants of each rooming unit sharing the use of such kitchen, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.

23. Kitchens: Stoves and Refrigerators. Kitchens or kitchenettes in all rental dwellings shall be supplied with a stove or range and a refrigerator by the owner, operator, or tenant(s).

#### **158.08 RESPONSIBILITIES OF OWNERS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.**

1. Maintenance of Structure.
  - A. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk, and appurtenance thereto shall be maintained in safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.
  - B. Every foundation, floor, exterior wall, exterior door, window, and roof shall be maintained in reasonably weather-tight, watertight, rodent resistant and insect resistant condition.
  - C. Every door, door hinge, door latch, and door lock shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within its frame.
  - D. Every window, existing storm window, window latch, window lock, and other aperture covering, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame.

- E. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition, and where appropriate, shall be capable of affording privacy.
2. Maintenance of Accessory Structures. Every foundation, exterior wall, roof, window, exterior door, basement hatchway, and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats or other vermin and shall be kept in a reasonably good state of repair.
  3. Rainwater Drainage. All eaves, downspouts, and other roof drainage equipment on the premises shall be maintained in a good state of repair and so installed as to direct rainwater away from the structure.
  4. Grading, Drainage and Landscaping of Premises. Every premises shall be graded and drained so no stagnant water will accumulate or stand thereon. Every premise shall be continuously maintained by suitable landscaping with grass, trees, shrubs, or other planted groundcover designed to reduce and control dust. Exception: This chapter shall not affect the existence or maintenance of storm water detention systems.
  5. Chimneys and Smoke Pipes. Every chimney and every supplied smoke pipe shall be adequately supported, reasonably clean, and maintained in a reasonably good state of repair.
  6. Protection of Exterior Wood Surfaces. All exterior wood surfaces of a dwelling and its accessory structures, fences, porches, and similar appurtenances shall be reasonably protected from the elements and against decay.
  7. Means of Egress. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.
  8. Hanging Screens and Storm Windows. The owner or operator of the premises shall be responsible for hanging all screens and storm windows required by this code, except when there is a written agreement between the owner and the occupant to the contrary. Screens shall be provided no later than the first day of June of each year and storm windows shall be provided no later than the first day of December of each year.
  9. Electrical System. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing, or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch, and fixture shall be maintained in good and safe working condition. The owner or operator shall supply properly sized fuses or equivalent, at the beginning of each tenant's occupancy.
  10. Maintenance of Supplied Plumbing Fixtures. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working

condition. All plumbing shall be so designed, installed or replaced so as to prevent contamination of the water supply through backflow, back siphonage, or cross-connection. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times.

11. Maintenance of Gas Appliances and Facilities. Every gas appliance shall be connected to a gas line with rigid iron piping except that listed metal appliance connectors or semi-rigid tubing may be used if approved by the Code Enforcement Officer. An approved flexible connector of no longer than six feet in length may be used to connect a gas range and gas clothes dryer to the gas supply line. Every indoor gas appliance shall have an approved shutoff valve, which shall be installed in the gas line outside of each appliance and ahead of the union connection thereto, in addition to any valve provided on the appliance. Said valve shall be clearly visible and located in the same room as the appliance. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, or obstruction so as to reduce gas pressure or volume. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.

12. Maintenance of Heating and Supplied Cooling Equipment. The heating equipment of each dwelling shall be maintained in good and safe working condition and shall be capable of heating all habitable rooms, bathrooms, and toilet rooms located therein to the minimum temperature required in this chapter. However, heating and supplied cooling equipment shall not be required to be maintained in operational condition during that time of the year when the equipment is not normally used.

13. Floors - Kitchen and Bathrooms. Every toilet room floor surface, bathroom floor surface, and kitchen floor surface shall be constructed and maintained so as to permit such floor to be easily kept in a clean, dry, and sanitary condition.

14. Supplied Facilities. Every facility, utility, and piece of equipment required by this chapter and/or present in the unit and/or designated for the exclusive use by the occupants of the unit at the time that either the rental agreement is signed or possession is given shall function safely and shall be maintained in proper working condition. Maintenance of facilities, utilities, and equipment not required by this chapter shall be the owner's responsibility unless stated to the contrary in the rental agreement. No required supplied facility shall be removed, shut off, or disconnected from any occupied dwelling unit or rooming unit except for such temporary interruption as may be necessary while actual repairs, replacements, or alterations are being made.

15. Refrigerators and Stoves. All supplied refrigerators, stoves, and ranges shall be maintained in good and safe working condition.

16. Toilets, Baths and Lavatory Basins. All toilets, baths, and lavatory basins shall be maintained in good and sanitary working condition.

17. Fire Protection. All fire extinguishers and early warning fire protection systems shall be maintained in good working condition at all times and shall be provided at the beginning of each tenancy.
18. Covered Cisterns. All cisterns or similar water storage facilities shall be fenced, safely covered, or filled in such a way as not to create a hazard to life or limb.
19. Sealed Passages. All pipe passages, abandoned gas lines, chutes, and similar openings through walls or floors shall be adequately enclosed or sealed to prevent the spread of fire or passage of vermin.
20. Pest Extermination. Whenever infestation exists in two or more of the dwelling units or rooming units of any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units or more than one rooming unit, extermination thereof shall be the responsibility of the owner. For dwellings containing two or more dwelling or rooming units where a pest infestation is found the property owner shall be allowed thirty (30) days to treat the pest infestation. If, after thirty (30) days, the infestation remains, the property owner shall carry the responsibility of having the infested units treated by a licensed pest management professional of a licensed pest management company. The owner shall be required to perform quarterly treatments for a period of one year from date of first treatment after the initial thirty (30) days. The owner shall retain records from the licensed pest management professional and shall be made available to the Housing Inspector upon request at the one-year re-inspection. Failure to do so shall result in revocation of rental permit and all occupants will be vacated.
21. Owner to Let Clean Units. No owner shall permit occupancy of the vacant dwelling unit or rooming unit unless it is clean, sanitary, and fit for human occupancy.
22. Maintenance of Public Areas. Every owner or operator of a dwelling containing two or more dwelling units or more than one rooming unit shall be responsible for maintaining, in a safe and sanitary condition, the shared public areas of the dwelling and premises thereof, unless there is a written agreement between the owner and occupant to the contrary.
23. Maintenance of Fencing. Every fence shall be kept in a reasonably good state of repair or shall be removed.

24. Garbage Disposal. Every owner of a dwelling shall supply adequate facilities for the disposal of garbage which are approved by the Code Enforcement Officer and are in compliance with this Code of Ordinances.

25. Occupancy Control. No owner or operator shall knowingly allow the occupancy of a dwelling, dwelling unit, or rooming unit to exceed the number of persons listed on the rental permit.

26. Lead Paint. In all pre-1978 buildings, no owner or operator shall allow painted surfaces to be peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate. This shall not be required of properties that have been certified lead-based paint free by a certified lead-based paint inspector.

### **158.09 RESPONSIBILITIES OF OCCUPANTS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.**

1. Occupant Responsible for Controlled Area. Every occupant of a dwelling unit or rooming unit shall keep in a clean, safe, and sanitary condition that part of the dwelling, dwelling unit, rooming unit, or premises thereof he or she occupies and controls.

A. Every floor and floor covering shall be kept reasonably clean and sanitary.

B. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.

C. No dwelling or the premises thereof shall be used for the storage or handling of refuse.

D. No dwelling or the premises thereof shall be used for the storage or handling of dangerous or hazardous materials.

2. Plumbing Fixtures. The occupants of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof.

3. Extermination of Pests. Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; every occupant of a dwelling containing more than one dwelling unit or rooming unit shall be responsible for such extermination within the unit occupied by him whenever said unit is the only one infested. Notwithstanding the foregoing provisions of this section, whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

4. Storage and Disposal of Garbage. Every occupant of a dwelling shall dispose of rubbish, garbage, and any other organic waste in a clean and sanitary manner by

placing it in the supplied disposal facilities or storage containers required by this chapter.

5. Use and Operation of Supplied Heating Facilities. Every occupant of a dwelling unit or rooming unit shall be responsible for the exercise of reasonable care, proper use, and proper operation of supplied heating facilities.

6. Electrical Wiring. No temporary wiring or extension cords shall be used except extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms, or similar apertures and structural elements or attached thereto. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit.

7. Supplied Facilities. Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof. Occupants shall be responsible for maintaining batteries in all existing and required smoke detectors and/or carbon monoxide detectors.

8. Occupancy Control. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the number of persons listed on the rental permit nor shall they use a room for sleeping that does not meet egress requirements.

9. Electrical Systems. Every occupant of a dwelling unit or rooming unit shall not block and shall keep free access to the unit's electrical systems.

10. Early Warning Fire Protection. Every occupant of a dwelling unit or rooming unit shall not disassemble, remove, remove batteries, or otherwise tamper with any early warning fire protection device provided in a unit.

**158.10 PENALTY.** Any violation of the provisions of this chapter may constitute a municipal infraction and shall, upon conviction, be subject to penalties authorized under Chapter 4 of the City of Carroll Code of Ordinances including but not limited to, civil penalty, order for abatement, injunctive relief and other alternative relief. Each and every day that a violation occurs or continues shall be deemed a separate offense. The City may also enforce the provisions of this Chapter by any other cause of action allowed by the City's Code of Ordinances or the State of Iowa Code.

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.



Passed and approved by the Council the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_, 2020.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

By: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

I certify that the foregoing was published as Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Laura A. Schaefer, City Clerk

## CHAPTER 158

# RENTAL HOUSING CODE

158.01 Scope of Provisions  
158.02 Conflicting Provisions  
158.03 Definitions  
158.04 Certificate of Rental Permit  
158.05 Inspection and Enforcement  
158.06 Housing Appeals Board

158.07 Minimum Structure Standards for All  
Rental Dwellings  
158.08 Responsibilities of Owners Relating to the  
Maintenance and Occupancy of Premises  
158.09 Responsibilities of Occupants Relating to the  
Maintenance and Occupancy of Premises  
158.10 Penalty

**158.01 SCOPE OF PROVISIONS.** The provisions of this chapter (which may be known and cited as the Rental Housing Code for the City of Carroll, Iowa) apply to all rental dwellings within the City limits used or intended to be used for human occupancy, except that these provisions are not applicable to temporary housing as defined in this chapter.

**158.02 CONFLICTING PROVISIONS.** In any case where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code of the City, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

**158.03 DEFINITIONS.** Whenever the words “dwelling,” “dwelling unit,” “rooming house,” “rooming unit,” or “premises” are used in this chapter, they shall be construed as though they were followed by the words “or any part thereof.” The word “building” includes the word “structure” and the word “lot” includes the word “plot.” The following terms are also defined for use in this chapter:

1. “Acceptable” or “approved” means in substantial compliance with the provisions of this chapter.
2. “Accessory structure” means a detached structure which is not used, or intended to be used, for living or sleeping by human occupants.
3. “Adjoining grade” means the elevation of the ground which extends three (3) feet from the perimeter of the dwelling.
4. “Appurtenance” means that which is directly or indirectly connected or accessory to a thing.
5. “Attic” means any story situated wholly or partly within the roof or so designed, arranged or built to be used for business, storage, or habitation.
6. “Basement” means a story having a part but not more than one-half of its height above grade, which may or not be considered habitable space. A basement is counted as a story for the purpose of height regulations.

7. “Bath” means a bathtub or shower stall connected with both hot and cold water lines.
8. “Central heating system” means a single system supplying heat to one or more dwelling units or more than one rooming unit.
9. “Code Enforcement Officer” means the official of the City appointed to administer this chapter and any duly authorized representatives.
10. “Communal” means used or shared by, or intended to be used or shared by, the occupant of two or more rooming units or two or more dwelling units.
11. “Condominium” means a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa, as amended.
12. “Cooperative” means a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa, as amended.
13. “Court” means an open unoccupied space, other than a yard, on the same lot with a dwelling. A court not extending to the street or front or rear yard is an inner court. A court extending to the street or front yard or rear yard is an outer court.
14. “Dining room” means a habitable room used or intended to be used for the purpose of eating, but not for cooking or the preparation of meals.
15. “Duplex” means any habitable structure containing two single dwelling units.
16. “Dwelling” means any building, structure, or mobile home, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants and includes any appurtenances attached thereto.
17. “Dwelling, efficiency” – see efficiency dwelling
18. “Dwelling, multiple” - see “multiple dwelling.”
19. “Dwelling, single-family” - see “single-family dwelling.”
20. “Dwelling unit” means any habitable room or group of adjoining habitable rooms, located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals.
21. “Efficiency dwelling” means a dwelling unit with a sleeping area open to the living area, with no intervening door.
22. “Egress” means an arrangement of exit routes to provide a means of exit from buildings and/or premises.
23. “Exit” means a continuous and unobstructed means of egress to a public way and includes intervening doors, doorways, corridors, windows, exterior-exit

balconies, ramps, stairways, smoke-proof enclosures, horizontal exits, exit passageways, exit courts, walkways, sidewalks, and yards.

24. “Extermination” means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination method approved by the Code Enforcement Officer.

25. “Family” means one or more persons occupying a dwelling and living as a single housekeeping unit. Each individual or group of individuals to whom rent is charged as a single unit shall be considered to be a separate family.

26. “Garbage” means animal or vegetable waste resulting from the handling, preparation, cooking, or consumption of food and also means combustible waste material. “Garbage” also includes paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, and other combustible materials.

27. “Habitable room” means a room or enclosed floor space, having a minimum of seventy (70) square feet of total floor area within a dwelling unit or rooming unit used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, and stairways.

28. “Historical” means any property designated by the Carroll County Historic Preservation Commission as a Historical Site or any property on the National Register of Historical Places.

29. “Infestation” means the presence, within or around a dwelling, of any insects, rodents, or other pests, in such quantities as would be considered unsanitary.

30. “Kitchen” means a habitable room used or intended to be used for cooking or the preparation of meals.

31. “Kitchenette” means a food preparation area not less than forty (40) square feet in area.

32. “Kitchen sink” means a basin for washing utensils used for cooking, eating, and drinking, located in a kitchen and connected to both hot and cold water lines and properly connected to a drainage system.

33. “Lavatory” means a hand-washing basin which is connected to both hot and cold water lines, and properly connected to a drainage system, which is separate and distinct from a kitchen sink.

34. “Living room” means a habitable room within a dwelling unit which is used, or intended to be used, primarily for general living purposes.

35. “Mobile home” means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the

public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.

36. “Multiple dwelling” means any dwelling containing three or more dwelling units.

37. “Occupant” means any person, including owner or operator, living in, sleeping in, and/or cooking in, or having actual possession of a dwelling unit or a rooming unit.

38. “Operator” means any person who rents to another or who has custody or control of a building, or parts thereof, in which dwelling units or rooming units are let or who has custody or control of the premises.

39. “Owner” means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit by virtue of a contractual interest in or legal or equitable title to the dwelling, dwelling unit or rooming unit. “Owner” also means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit as guardian.

40. “Permit” - see “rental permit.”

41. “Placard” means any display document showing that the unit for which it is issued has been determined to be unfit for human habitation.

42. “Plumbing” means and includes any or all of the following supplied facilities and equipment: water pipes, garbage disposal units, waste pipes, toilets, sinks, lavatories, bathtubs, shower baths, water heating devices, catch basins, drains, vents, and any other similar supplied fixtures together with all connections to water and sewer.

43. “Premises” means a lot, plot, or parcel of land including a building and/or accessory structure thereon.

44. “Privacy” means the existence of conditions which will permit a person or persons to carry out an activity commenced without interruption or interference by unwanted persons.

45. “Properly installed, connected, constructed, or repaired” means as required by this or any other building, plumbing, mechanical or electrical code of the City, including work to be done in a workmanlike manner.

46. “Public way” means any parcel of land, unobstructed from the ground to the sky, more than ten feet in width, appropriated to the free passage of the general public.

47. “Refuse” means waste materials (except human waste) including garbage, rubbish, ashes, and dead animals.

48. “Refuse container” means a watertight container that is constructed of metal, or other durable material impervious to rodents, that is capable of being serviced without creating unsanitary conditions.
49. “Rental permit” means a document, issued periodically, which grants the owner or operator the option of letting a unit for rental purposes and showing that the unit for which it is issued was in compliance with the applicable provisions of this chapter at the time of issuance.
50. “Roomer” means an occupant of a rooming house or rooming unit and shall also mean an occupant of a dwelling who is not a member of the family occupying the dwelling except for guests and/or domestic employees.
51. “Rooming house” means any dwelling, or that part of any dwelling, containing one or more rooming units, including, but not limited to hotels and motels, in which space is let by the owner or operator to one or more persons. Occupants of units specifically designated as dwelling units within a rooming house shall not be included in the roomer count. An owner-occupied, single-family dwelling, condominium, or cooperative containing a family plus one or two roomers shall be excluded from this definition and be treated as a owner-occupied, single-family dwelling.
52. “Rooming unit” means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used, primarily for living and sleeping. A rooming unit shall have bath and toilet facilities available for exclusive use by the occupant or for communal use in accordance with subsections 158.07(15) through (22) and, in addition, may have kitchen and dining facilities available for use by the occupant therein.
53. “Rubbish” means inorganic waste material consisting of combustible and/or noncombustible materials.
54. “Single-family dwelling” means a structure containing one dwelling unit.
55. “Supplied Facility” means equipment, appliance or system paid for, furnished by, provided by, or under the control of the owner or operator.
56. “Temporary housing” means any tent, trailer, motor home, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) days.
57. “Toilet” means a water closet, with a bowl and trap made in one piece, which is of such shape and form and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim or flushing rims.

#### **158.04 CERTIFICATE OF RENTAL PERMIT.**

1. Rental Permit Required. It is a violation of this chapter for any person to let to another for rent any dwelling unit or rooming unit (except a dwelling or rooming unit located within an owner-occupied, single-family dwelling, condominium, or cooperative containing no more than two dwelling or rooming units), unless the owner or operator holds a valid rental permit. A rental permit is valid from the date of issuance until March 31<sup>st</sup> of the following year. Renewals of rental permits shall be made annually between January 2<sup>nd</sup> and March 31<sup>st</sup>. For existing rental properties in existence prior to the adoption of this chapter, rental permit applications shall be considered timely filed if they are received by the City on or before ~~June 30, 2020~~ March 31, 2021 and such permits will be valid until March 31, 2023. The document shall be transferable from one owner or operator to another at any time prior to its expiration, termination or revocation. The owner or operator shall notify the Code Enforcement Officer of any changes of interest or ownership in the property within thirty (30) days of any conveyance or transfer of interest affecting the property and provide the name and address of all persons who have acquired an interest therein. In the event that the Code Enforcement Officer has not been notified of such conveyance or transfer within the designated period of time, the rental permit shall be transferred from one owner or operator to another only upon payment of a fee which shall be assessed the new owner or operator, the amount of which shall be set by resolution of the Council. The rental permit shall state the date of issuance, the address of the structure to which it is applicable, and its expiration date. The rental permit shall also include the maximum number of occupants. All dwellings and dwelling units and rooming units being let for rent and occupancy without a valid permit or application for the same on file with the City and fees paid may be ordered vacated.

2. Application. The owner or operator shall file an application for a rental permit, accompanied by the appropriate fees as established by resolution of the Council, with the Code Enforcement Officer on an application form provided by the Code Enforcement Officer. All applications shall be filed and a rental permit obtained before being let for rent or occupancy. Failure to file an application for a rental permit shall constitute a municipal infraction. The owner or operator shall, within thirty (30) days of application, schedule and allow an inspection of the unit by the Code Enforcement Officer, if such an inspection is due under the provisions of Section 158.05 of this chapter, and failure to do so may be judicially enforced and constitutes a municipal infraction. All fees for inspections and/or permits shall be paid prior to the scheduled inspection.

3. Issuance. When all pertinent provisions of this chapter have been complied with by the owner or operator, the Code Enforcement Officer shall issue a rental permit.



4. Extension. A rental permit shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Code Enforcement Officer to remedy any violations cited subsequent to an inspection authorized or requested pursuant to the provisions of this chapter, provided a rental permit application is on file with fees paid.

**158.05 INSPECTION AND ENFORCEMENT.**

1. Authority. The Code Enforcement Officer is authorized to administer and enforce the provisions of the Rental Housing Code and to make inspections to determine the conditions of all dwellings, dwelling units, rooming units, structures, and premises located within the City, in order that the Code Enforcement Officer may perform the duty of safeguarding the health, safety, and welfare of the occupants of dwellings and of the general public under the provisions of this chapter.

2. Inspection of Rental Units. Inspection of rental units shall be conducted upon request, on a complaint basis, and/or through a program of regular rental inspections which program shall not be conducted more frequently than yearly or less frequently than the set schedule indicated below:

Single family dwelling	Every 3 years
Duplex	Every 3 years
Owner-occupied plus more than 2 dwelling units	Every 3 years
Multiple dwelling units	Every 3 years
Rooming houses	Every 3 years

The provisions of Sections 158.07 through 158.09 of this chapter shall apply to the inspections of all rental units.

As an incentive to encourage property owners to maintain their properties, if on the first inspection a Single family dwelling has only one deficient item, a duplex or a triplex building has only one deficient item in the entire building, or a four plex or larger building has only one deficient item in no more than 25% of the units, then the frequently of regular reinspection shall be set as indicated in the schedule below and the annual rental housing permit fee shall be 60% of the normal rate annually for the next 5 years:

<u>Single family dwelling</u>	<u>Every 5 years</u>
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<u>Duplex</u>	<u>Every 5 years</u>
<u>Owner-occupied plus more than 2 dwelling units</u>	<u>Every 5 years</u>
<u>Multiple dwelling units</u>	<u>Every 5 years</u>
<u>Rooming houses</u>	<u>Every 5 years</u>

If a unit becomes vacant and it has been at least 20 months from the last inspection of that unit an owner may, but the owner is not required to, request the City complete a regular inspection while the unit is vacant to avoid future disruption of the tenant.

3. Access by Owner or Operator. Every occupant of a dwelling, dwelling unit, or rooming unit shall give, upon proper notice, the owner or operator thereof, or any authorized agent or employee, access to any part of such dwelling, dwelling unit, rooming unit, or premises at all reasonable times for the purpose of effecting such maintenance, making such repairs, or making such alterations as are necessary to effect compliance with, or any lawful notice or order issued pursuant to the provisions of Sections 158.07 through 158.09.

4. Access by the Code Enforcement Officer. Whenever authorized to make an inspection or whenever the Code Enforcement Officer has reasonable cause to believe that there exists any condition in violation of any provisions of this chapter or in response to a complaint that an alleged violation may exist, the Code Enforcement Officer may enter such unit or premises during reasonable times to inspect and perform any action authorized by this chapter. If such unit or premises is tenant-occupied, the Code Enforcement Officer shall also notify the owner or other persons having charge or control of the building or premises of the requested entry. The Code Enforcement Officer shall at such times present official identification and explain why entry is sought; and if entry is refused, the Code Enforcement Officer shall request that the inspection be conducted at a reasonable time, suitable to the owner or occupant. If the request for future entry is refused, the Code Enforcement Officer shall at that time, or at a later time, explain to the owner and/or occupant that said owner and/or occupant may refuse, without penalty, entry without a search warrant, and the Code Enforcement Officer may apply to the Iowa District Court for an administrative search warrant pursuant to Section 1.12, Carroll Code of Ordinances and Section 88.14 Iowa Code.

5. Administrative Search Warrant. If consent to inspect a building is withheld by any person having the lawful right to exclude, the Code Enforcement Officer may apply to the Iowa District Court in and for Carroll County for an administrative search warrant of the building. No owner or occupant or any other person having charge, care, or control of any dwelling, dwelling unit, rooming unit, structure, or premises shall fail or neglect, after presentation of an administrative search warrant, to properly

permit entry therein by the Code Enforcement Officer for the purpose of inspection and examination pursuant to this chapter.

10/21/2020 - DRAFT

6. Violation Notice. Whenever the Code Enforcement Officer determines, upon the basis of an inspection or other reliable information, a premises has one or more violations of this chapter, the Code Enforcement Officer shall give to the owner (and the tenant if a violation relates to Section 158.09) of the premises a written notice in substantially the following form:

<b>ORDER TO REPAIR, CORRECT AND COMPLY</b>		
To:	_____	Owner (and Tenant if applicable)
Re:	_____	Location in Violation
You are hereby notified that the Code Enforcement Officer has determined the above premises has the following violations of the City of Carroll Rental Housing Code:		
Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____
You are hereby ordered to repair, correct and comply with the requirements of the Rental Housing Code within thirty (30) days of your receipt of this order. Failure to comply with this order (or as it may be modified on appeal) will result in a denial or revocation of your rental permit and an order to vacate the premises.		
You are advised that this order may be appealed by filing a written notice of appeal, containing the reasons for the appeal, with the Housing Appeals Board, City Hall, Carroll, Iowa, within seven (7) days of your receipt hereof. The appeal may dispute the above code violations or request additional time allowed for compliance or both. In addition, you may request that the Board grant a variance in the application of the Housing Code to your particular circumstances. Failure to file a timely appeal results in waiver of your right to have this order modified.		
You are further advised that your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.		

The order set out in this subsection shall be served upon the owner personally, upon a member of the owner's family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner by registered or certified mail with return receipt requested to the owner's last known address (per County Assessor's records); or upon the failure of all above methods, and by posting a copy thereof in a conspicuous place in or about the dwelling affected by the order. The owner (and the tenant if a violation relates to Section 158.09 of this chapter) may appeal the order by filing a written notice of appeal with the Housing Appeals Board within seven (7) days of the service of the order. The issues on appeal are restricted to disputes regarding the cited violations, requests for additional time for compliance, and requests for variances. The Code Enforcement Officer shall, after expiration of the time given in the order to repair, correct and comply (or as it may be modified on appeal), reinspect the premises as appropriate. The owner's or tenant's failure to

comply with the order shall constitute a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

7. Denial or Revocation of Rental Permit; Order to Vacate. Whenever the Code Enforcement Officer determines that the order to correct, repair and comply (or as it may be modified on appeal) has not been complied with, the Code Enforcement Officer shall deny or revoke the rental permit for the premises and order the premises vacated. The denial or revocation and order shall be effective thirty (30) days after receipt by the owner and tenant of the premises of a written notice of the denial or revocation of the rental permit and order to vacate in substantially the following form:

NOTICE OF DENIAL OR REVOCATION OF RENTAL PERMIT AND ORDER TO VACATE		
To:	_____	Owner
	_____	Tenant
Re:	_____, Location in Violation	
You are hereby notified that the Rental Housing Code Enforcement Officer has determined that the Order to Repair, Correct and Comply dated _____ affecting the above premises has not been complied with and the following violations of the Rental Housing Code still exist:		
Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____
You are hereby notified that, effective thirty (30) days after receipt of this notice and order, the rental permit covering the above premises is revoked (or the application for a rental permit is denied) and you are ordered to have the above premises vacated within such period of time.		
You are advised that the revocation or denial of the rental permit and order to vacate the premises may be appealed by filing a written notice of appeal, containing the reasons for the appeal, with the Housing Appeals Board, City Hall, Carroll, Iowa, within seven (7) days of your receipt of this notice and order. Your appeal is solely limited to the issue of whether the previous Order to Repair, Correct and Comply (or as it may have been modified on a previous appeal) has been complied with and may not address matters concerning such order which were subject to previous appeal rights. However, tenants may, by filing a timely appeal, also request additional time to move.		
You are further advised that this order to vacate may be judicially enforced and that the occupancy or sufferance of occupancy of the affected premises after the expiration of the thirty (30) day period provided herein without a valid rental permit constitutes a municipal infraction per Chapter 4 of the City Code.		

The above notice and order shall be served upon the owner and tenant personally, upon a member of the owner's and tenant's family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner and tenant by registered or certified mail, with return receipt requested, to the owner's last known address per County Assessor's records; or upon the failure of all above methods, by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. In the instance where all of the cited violations are tenant violations under Section 158.09, the notice and order set out in this subsection shall be modified to delete reference to the revocation or denial of the rental permit for the premises and the owner may cause the premises to be re-occupied by the different tenants. The owner and/or tenant may appeal the notice and order by filing a written notice of appeal with the Housing Appeals Board within seven (7) days of this service of the notice. The issue on appeal is solely limited to the issue of whether the previous order to repair, correct and comply (or as it may have been modified on a previous appeal) has been complied with and may not address matters concerning such order which were subject to previous appeal rights. However, tenants may, by filing a timely appeal, also request additional time to move. The order to vacate may be judicially enforced and violation of the order to vacate and the occupancy or sufferance of occupancy of the affected premises after the expiration of the thirty-day period provided herein (or after such additional time as the Housing Appeals Board may have granted a tenant to move) without a valid rental permit constitutes a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

8. Emergency Orders and Placarding. Whenever the Code Enforcement Officer, in the enforcement of this chapter, finds in or about a dwelling conditions which pose an immediate and serious threat to the health or safety of the occupants and/or the general public, the Code Enforcement Officer shall give to the owner and occupants of the premises a written order in substantially the following form:

**EMERGENCY ORDER TO VACATE**

To: \_\_\_\_\_, Owner

\_\_\_\_\_, Tenant

Re: \_\_\_\_\_, Location in Violation

You are hereby notified that the Code Enforcement Officer has determined that the above premises contain the following violations of the City of Carroll Rental Housing Code, which violations pose an immediate and serious threat to the health or safety of the occupants thereof and/or the general public:

Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby ordered to vacate the above premises within 48 hours of your receipt of this order.

You are advised that if the condition cited above is corrected and repaired before the expiration of your time limit herein, you may contact the Code Enforcement Officer, who may confirm the repair of the condition and rescind this order.

You are advised that this order may be appealed by filing a written notice of appeal containing the reasons for appeal with the Housing Appeals Board, City Hall, Carroll, Iowa, within twenty-four (24) hours of your receipt hereof. The appeal may dispute the above code violations but it may not request additional time for compliance, nor will the filing of an appeal act to delay the deadline for vacating the premises.

You are further advised that this order to vacate may be judicially enforced and your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.

The above notice and order shall be served upon the owner and tenant personally, or by phone, fax, or e-mail (due to the urgency of the emergency order) if immediate personal service cannot be accomplished after reasonable attempts and by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. The owner may appeal the order by filing a written notice of appeal with the Housing Appeals Board within twenty-four (24) hours of the service of the order. The sole issue on appeal is the cited violation. Time to comply or vacate may not be an issue on an appeal of the order, nor will the filing of an appeal extend the number of days before the premises must be vacated. The Code Enforcement Officer, upon issuing an emergency order to vacate, shall post upon the dwelling a placard designating the dwelling as unfit for human habitation. No dwelling which has been placarded shall again be used for human habitation until a



written approval is secured from and such placard is removed by the Code Enforcement Officer. The Code Enforcement Officer shall remove such placard whenever the violation upon which the placarding action was based has been eliminated. No person shall deface or remove the placard from any dwelling which was the subject of an emergency order to vacate and placarded as such. An emergency order to vacate may be judicially enforced and a violation of the emergency order to vacate and the occupancy or sufferance of occupancy of the affected premises after the expiration period provided in the order constitutes a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

#### **158.06 HOUSING APPEALS BOARD.**

1. Established. In order to provide for interpretation of the provisions of this chapter and to hear appeals provided for under this chapter, there is established a Housing Appeals Board (hereinafter in this section referred to as the Board) consisting of ~~three (3)~~ five (5) members of which 4 shall be who are residents of the City of Carroll, who do not hold any-an elective office in the municipal government, and who are appointed by the Mayor subject to the approval of the Council. Members should come from a diverse background such as a rental property owner, a tenant, an individual engaged in a construction trade, and a non-rental property owner. Members are appointed for staggered terms of five (5) years. If any vacancy exists on the Board caused by resignation or otherwise, a successor shall be appointed for the remainder of the term.
2. Compensation. All members of the Board shall serve without compensation except for their actual expenses accrued, which shall be subject to the approval of the Council.
3. Officers. Such Board shall choose, annually, at its first regular meeting, one of its members to act as Chairperson of the Board, and another of its members as Vice Chairperson, who shall perform all the duties of the Chairperson during his or her absence or disability. The Board may also choose one of its members to act as Secretary or choose a non-board member to act as Secretary, who shall record all minutes and proceedings of the Board and who shall be responsible for filing same in the office of the Housing Appeals Board.
4. Jurisdiction. Any person affected by a written notice and/or order issued under this chapter which is specifically subject to appeal, may appeal to the Board by filing a written appeal specifying the grounds therefor within the time limits provided. Appeals shall include requests for additional time and variances allowed under this chapter. The filing of an appeal does not delay the time for compliance with a notice or order unless the Board fails to determine the matter within the time limit provided for compliance with the notice or order in which case such time for compliance shall automatically be extended to the time such determination is made except in the instance of an emergency order.

5. Procedures.

A. The Board, upon receipt of a written appeal, shall set a time and place for the hearing. The applicant shall be advised, in writing, of such time and place at least seven (7) days prior to the date of the hearing. At such a hearing the appellant shall have an opportunity to be heard and to show cause as to why such notice or order should be modified, extended, revoked, or why a variance should be granted. The Board, by a majority vote, may sustain, modify, extend, or revoke a notice or order and grant or deny a variance.

B. The Board may grant additional time for compliance with a notice or order where specifically recognized by this chapter. However, the Board may, by an express determination, retain jurisdiction of a matter concerning additional time and make tentative extensions to be finally determined at a later date and time by the Board. In the event that additional time or tentative extensions are granted, the Board shall make specific findings of fact based on evidence relating to the following:

- (1) That there are historical or practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order; and
- (2) That such additional time or a tentative extension is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare. Except under extraordinary circumstances, the grant of additional time, including the sum of tentative extensions shall not exceed twelve (12) months.

C. The Housing Appeals Board may grant a variance in a specific case and from a specific provision of this chapter subject to appropriate conditions; and provided the Board makes specific findings of fact based on the evidence presented on the record as a whole, and related to the following:

- (1) That there are historical or practical difficulties or unnecessary hardships in carrying out a strict letter of any notice or order; and
- (2) That due to the particular circumstances presented, the effect of the application of the provisions would be arbitrary in the specific case; and
- (3) That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect; and
- (4) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare.

D. Upon appeal or the request of the Code Enforcement Officer, the Board may consider the adoption of a general variance. The Board by a

majority vote may establish a general variance for existing structures which cannot practicably meet the standards of the Rental Housing Code. Prior to considering any general variance, public notice shall be given. A general variance, if granted, shall:

- (1) State in what manner the variance from the specific provision is to be allowed; and
- (2) State the conditions under which the variance is to be made; and
- (3) Be based upon specific findings of fact based on evidence related to the following:
  - (a) That there are practical difficulties or unnecessary hardships in carrying out the strict letter of the specific provision, common to dwellings, dwelling units, or rooming units to which the variance will apply, and
  - (b) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

6. Amendments. Additionally, the Housing Appeals Board may on its own motion recommend improvements, amendments or modifications to this chapter.

#### **158.07 MINIMUM STRUCTURE STANDARDS FOR ALL RENTAL DWELLINGS.**

1. Supplied Facility. Every supplied facility piece of equipment or required utility shall be constructed and/or installed so that it will function safely.
2. Kitchens. Every dwelling unit shall have a kitchen room or kitchenette equipped with the following:
  - A. ~~An approved~~ fully functioning kitchen sink.
  - B. Space capable of properly accommodating a refrigerator and a stove or range.
  - C. Proper access terminals to utilities necessary to properly operate a refrigerator and stove or range.
  - D. Adequate space for the storage and preparation of food.
3. Water Closet Required. Every dwelling unit shall contain an approved water closet.
4. Bath Required. Every dwelling unit shall contain an approved bathtub or shower.
5. Lavatory Basin Required. Every dwelling shall contain an approved lavatory basin within or adjacent to the room containing the toilet.

6. Privacy in a Room Containing Toilet and Bath. Every toilet and every bath shall be contained within a room or within separate rooms which afford privacy for a person within said rooms.

7. Water Heating Facilities Required. Every kitchen sink, bath and lavatory basin required in accordance with the provisions of this chapter shall be properly connected with supplied water heating facilities. Every supplied water heating facility shall be properly connected and shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every kitchen sink and lavatory basin required under the provisions of this chapter at a temperature of not less than one hundred twenty degrees (120°) Fahrenheit [forty-eight degrees (48°) centigrade]. Such supplied water heating facilities shall be capable of meeting the requirements of this section when the required space heating facilities are not in operation.

8. Connection of Sanitary Facilities to Water and Sewer Systems. Every kitchen sink, laundry sink, mop sink, toilet, lavatory basin, and bath shall be properly connected to an approved water and sewer system.

9. Exits.

A. Every dwelling unit and every rooming unit shall have access directly to the outside or to a public corridor.

B. Every rental dwelling shall have at least two (2) exits as a means of egress from each floor, one of which may be a window. This requirement applies to the ground floor and ~~any other floor above and basements~~ that include sleeping rooms.

C. All windows used as exits for means of egress shall have a minimum net clear opening of 4.0 square feet and the minimum net clear opening dimensions shall be at least twenty-four (24) inches by twenty (20) inches. Exception: Windows of slightly lesser dimensions which were installed in conformance with a previous building code may be approved by the Code Enforcement Officer providing they have minimum net clear opening dimensions of at least twenty-two (22) inches by eighteen (18) inches. Where windows are provided as means of egress or rescue, they shall have finished sill height not more than forty-four (44) inches above the floor, except that a step or step stool may be used to maintain the 44-inch sill height requirement. ~~If the sill of a window provided for egress is more than eight (8) feet above grade, a portable escape ladder must be provided and must be stored in the same room as the egress window.~~

D. New dwelling units shall have exits as required by the Building Code and Fire Code of the City of Carroll.

E. Every means of egress shall comply with the following requirements:

(1) Handrails. All stairways comprised of four (4) or more risers shall be provided with a substantial and safe handrail. Unenclosed floor and roof openings, open and glass sides of landings and ramps, balconies or porches which are more than thirty (30) inches above grade or above the floor below, ~~and any emergency egress pathway across a roof with a slope of more than 10 degrees shall be provided with a substantial and safe guardrail.~~

(2) Every stairway shall have a width, riser height and tread width which shall be adequate for safe use.

(3) Doors and windows readily accessible from outside the unit shall be lockable from inside the unit.

(4) Every doorway providing ingress or egress from any dwelling unit, rooming unit or habitable room shall be at least six (6) feet high and twenty-two (22) inches wide.

(5) Designated egress doorways and windows in all rental dwellings on any floor with more than four (4) dwelling units or more than six sleeping rooms in the case of a rooming house, shall be marked with illuminated exit signs.

10. Ventilation.

A. Every dwelling unit and rooming unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, mold, and other harmful air pollutants.

B. Every window or other device with openings to the outdoor space, used for ventilation, shall be supplied with screens of not less than sixteen mesh per inch.

C. Every system of mechanical ventilation, such as air conditioners and vent fans shall be maintained in operable condition.

11 Heating. Every dwelling shall have heating facilities which are properly installed and are capable of safely and adequately heating all habitable rooms, bathrooms, and toilet rooms located therein to a temperature of at least sixty-eight degrees (68°) Fahrenheit [twenty degrees (20°) centigrade] and shall be capable of maintaining in all said locations a minimum temperature of sixty-five degrees (65°) Fahrenheit, [eighteen degrees (18°) centigrade] at a distance of three (3) feet above the floor level at all times. Such heating facilities shall be so designed and equipped that heat, as herein specified, is available for all dwelling units and rooming units.

12. Electrical Requirements. Every habitable room shall contain at least two separate floor or wall-type electrical double convenience outlets which shall be situated a distance apart equivalent to at least twenty-five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly installed.

Every habitable room, toilet room, laundry room, furnace room, basement and cellar shall contain at least one supplied ceiling or wall-type electric light fixture or switched outlet. Every such outlet and fixture shall be properly installed. Temporary wiring or extension cords shall not be used as permanent wiring.

10/21/2020 - DRAFT

13. Minimum Space, Use and Location Requirements.

A. Habitable rooms shall have a floor area of not less than 70 square feet.

**Exception: Kitchens.**

B. Sleeping Rooms. In every dwelling unit of two or more rooms and every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor space and every room occupied for sleeping purposes by two occupants shall contain at least one hundred (100) square feet of floor space per sleeping room. An additional thirty (30) square feet per room is needed for each additional occupant, with maximum bedroom occupancy of four (4). Example: 1 sleeping room with 4 occupants = 160 Sq. Ft. Exception: The maximum occupancy of a sleeping room may be exceeded by one (1) child under the age of five (5) years, provided that the maximum occupancy of the dwelling unit is not exceeded.

C. Ceiling Height. The ceiling height of every habitable room shall be at least six feet four inches (6'4"). In any habitable room where the ceiling is a part of a sloping roof, at least one-half of the floor area shall have a ceiling height of at least six feet four inches (6'4"). "Floor area," as used in this subsection, means the area of the floor where the vertical measurement from floor to ceiling is five (5) feet or more. Obstruction of space by such items as water and gas pipes, cabinetry, etc., shall be permitted when such obstructions are located within two (2) feet of a partition or wall, do not interfere with an emergency ingress and egress, and are approved by the Code Enforcement Officer. Obstruction of a ceiling space shall be permitted when such obstruction is located at a height of not less than six feet four inches (6'4") from the floor.

14 Direct Access. Access to each dwelling unit or rooming unit shall not require first entering any other dwelling unit or rooming unit (except that access to a dwelling unit or a rooming unit may be through a living area of a unit occupied by the owner-operator of the structure). No dwelling unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hallway, basement, or to the exterior of the dwelling unit or rooming unit.

15. Lighting of Public Halls and Stairways. Public passageways and stairways in dwellings accommodating two to four dwelling units or rooming units shall be provided with convenient wall-mounted light switches which activate an adequate lighting system. Public passageways and stairways in buildings accommodating more than five (5) dwelling units or rooming units shall be lighted at all times with



an adequate artificial lighting system, except that such artificial lighting may be omitted from sunrise to sunset where an adequate natural lighting system is provided. Whenever the occupancy of a building exceeds one hundred (100) persons, the artificial lighting system as required herein shall be on an emergency circuit.

16. Fire Extinguishers; Minimum Approved Type. All rental dwelling units and rooming houses shall have a two and one-half pound type “ABC” fire extinguisher, or have access to a fire extinguisher within seventy-five (75) feet of any unit, which is approved by the Code Enforcement Officer or Fire Chief. Fire extinguishers shall be properly hung in an area of easy access or hung inside a cabinet under the kitchen sink. Extinguishers may not be located or mounted over the kitchen range (stove/oven).

17. Early Warning Fire Protection. All rental units shall have a centrally located smoke detector on each level and one in each bedroom.

18. A carbon monoxide detector located a maximum of four (4) feet off the floor or where recommended by the manufacturer, shall be provided on the main level and on each level with bedrooms. Exception: Units without gas piping may omit carbon monoxide detectors provided they do not have an attached garage.

19. Water Closets and Lavatory Basins. At least one approved water closet and one approved lavatory basin shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator’s family whenever they share the said facilities, provided that in a rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half of the required number of water closets.

20. Baths. At least one approved bath shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator’s family whenever they share the use of the facilities.

21. Location of Communal Toilets and Baths. Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rooming unit.

22. Communal Kitchens. If a communal kitchen is supplied, it shall comply with the following requirements:

A. The minimum floor area of a communal kitchen shall be fifty (50) square feet. Floor area shall include that part of the floor occupied by cabinets and appliances. If the dining area is separate from the kitchen area, it shall have a minimum floor area of fifty (50) square feet.

B. The minimum floor area of a communal kitchen in which roomers are permitted to prepare and eat meals shall be one hundred (100) square feet.

- C. The communal kitchen shall be equipped with the following:
- (1) A refrigerator with an adequate food storage capacity.
  - (2) An approved kitchen sink.
  - (3) A stove or range.
  - (4) At least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.
  - (5) At least six (6) square feet of surface area which is easily cleanable and suitable for the preparation of food.
  - (6) An eating surface and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.

D Every communal kitchen shall be located within a room accessible to the occupants of each rooming unit sharing the use of such kitchen, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.

23. Kitchens: Stoves and Refrigerators. Kitchens or kitchenettes in all rental dwellings shall be supplied with a stove or range and a refrigerator by the owner, operator, or tenant(s).

~~24— Shades, Draperies and Window Coverings. Every window in rooms used for sleeping rooms in rooming units and furnished dwelling units shall be supplied with shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants. Every window in rooms used for sleeping purposes in unfurnished dwelling units shall be supplied with hardware necessary to support shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants.~~

## **158.08 RESPONSIBILITIES OF OWNERS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.**

1. Maintenance of Structure.

A. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk, and appurtenance thereto shall be maintained in safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.

B. Every foundation, floor, exterior wall, exterior door, window, and roof shall be maintained in reasonably weather-tight, watertight, rodent proof resistant and insect resistant proof condition.

- C. Every door, door hinge, door latch, and door lock shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within its frame.
- D. Every window, existing storm window, window latch, window lock, and other aperture covering, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame.
- E. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition, and where appropriate, shall be capable of affording privacy.
2. Maintenance of Accessory Structures. Every foundation, exterior wall, roof, window, exterior door, basement hatchway, and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats or other vermin and shall be kept in a reasonably good state of repair.
3. Rainwater Drainage. All eaves, downspouts, and other roof drainage equipment on the premises shall be maintained in a good state of repair and so installed as to direct rainwater away from the structure.
4. Grading, Drainage and Landscaping of Premises. Every premises shall be graded and drained so no stagnant water will accumulate or stand thereon. Every premise shall be continuously maintained by suitable landscaping with grass, trees, shrubs, or other planted groundcover designed to reduce and control dust. Exception: This chapter shall not affect the existence or maintenance of storm water detention systems.
5. Chimneys and Smoke Pipes. Every chimney and every supplied smoke pipe shall be adequately supported, reasonably clean, and maintained in a reasonably good state of repair.
6. Protection of Exterior Wood Surfaces. All exterior wood surfaces of a dwelling and its accessory structures, fences, porches, and similar appurtenances shall be reasonably protected from the elements and against decay.
7. Means of Egress. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.
8. Hanging Screens and Storm Windows. The owner or operator of the premises shall be responsible for hanging all screens and storm windows required by this code, except when there is a written agreement between the owner and the occupant to the contrary. Screens shall be provided no later than the first day of June of each year and storm windows shall be provided no later than the first day of December of each year.
9. Electrical System. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation,

improper fusing, or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch, and fixture shall be maintained in good and safe working condition. The owner or operator shall supply properly sized fuses or equivalent, at the beginning of each tenant's occupancy.

10. Maintenance of Supplied Plumbing Fixtures. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition. All plumbing shall be so designed, installed or replaced so as to prevent contamination of the water supply through backflow, back siphonage, or cross-connection. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times.

11. Maintenance of Gas Appliances and Facilities. Every gas appliance shall be connected to a gas line with rigid ~~black~~-iron piping except that listed metal appliance connectors or semi-rigid tubing may be used if approved by the Code Enforcement Officer. An approved flexible connector of no longer than six feet in length may be used to connect a gas range and gas clothes dryer to the gas supply line. Every indoor gas appliance shall have an approved shutoff valve, which shall be installed in the gas line outside of each appliance and ahead of the union connection thereto, in addition to any valve provided on the appliance. Said valve shall be clearly visible and located in the same room as the appliance. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, or obstruction so as to reduce gas pressure or volume. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.

12. Maintenance of Heating and Supplied Cooling Equipment. The heating equipment of each dwelling shall be maintained in good and safe working condition and shall be capable of heating all habitable rooms, bathrooms, and toilet rooms located therein to the minimum temperature required in this chapter. However, heating and supplied cooling equipment shall not be required to be maintained in operational condition during that time of the year when the equipment is not normally used.

13. Floors - Kitchen and Bathrooms. Every toilet room floor surface, bathroom floor surface, and kitchen floor surface shall be constructed and maintained so as to permit such floor to be easily kept in a clean, dry, and sanitary condition.

14. Supplied Facilities. Every facility, utility, and piece of equipment required by this chapter and/or present in the unit and/or designated for the exclusive use by the occupants of the unit at the time that either the rental agreement is signed or possession is given shall function safely and shall be maintained in proper working condition. Maintenance of facilities, utilities, and equipment not required by this chapter shall be the owner's responsibility unless stated to the contrary in the rental agreement. No required supplied facility shall be removed, shut off, or disconnected from any occupied dwelling unit or rooming unit except for such temporary

interruption as may be necessary while actual repairs, replacements, or alterations are being made.

15. Refrigerators and Stoves. All supplied refrigerators, stoves, and ranges shall be maintained in good and safe working condition.

16. Toilets, Baths and Lavatory Basins. All toilets, baths, and lavatory basins shall be maintained in good and sanitary working condition.

17. Fire Protection. All fire extinguishers and early warning fire protection systems shall be maintained in good working condition at all times and shall be provided at the beginning of each tenancy.

18. Covered Cisterns. All cisterns or similar water storage facilities shall be fenced, safely covered, or filled in such a way as not to create a hazard to life or limb.

19. Sealed Passages. All pipe passages, abandoned gas lines, chutes, and similar openings through walls or floors shall be adequately enclosed or sealed to prevent the spread of fire or passage of vermin.

20. Pest Extermination. Whenever infestation exists in two or more of the dwelling units or rooming units of any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units or more than one rooming unit, extermination thereof shall be the responsibility of the owner. For dwellings containing two or more dwelling or rooming units where a pest infestation is found the property owner shall be allowed thirty (30) days to treat the pest infestation. If, after thirty (30) days, the infestation remains, the property owner shall carry the responsibility of having the infested units treated by a licensed pest management professional of a licensed pest management company. The owner shall be required to perform quarterly treatments for a period of one year from date of first treatment after the initial thirty (30) days. The owner shall retain records from the licensed pest management professional and shall be made available to the Housing Inspector upon request at the one-year re-inspection. Failure to do so shall result in revocation of rental permit and all occupants will be vacated.

21. Owner to Let Clean Units. No owner shall permit occupancy of the vacant dwelling unit or rooming unit unless it is clean, sanitary, and fit for human occupancy.

22. Maintenance of Public Areas. Every owner or operator of a dwelling containing two or more dwelling units or more than one rooming unit shall be responsible for maintaining, in a safe and sanitary condition, the shared public areas of the dwelling and premises thereof, unless there is a written agreement between the owner and occupant to the contrary.

23. Maintenance of Fencing. Every fence shall be kept in a reasonably good state of repair or shall be removed.

24. Garbage Disposal. Every owner of a dwelling shall supply adequate facilities for the disposal of garbage which are approved by the Code Enforcement Officer and are in compliance with this Code of Ordinances.

25. Occupancy Control. No owner or operator shall knowingly allow the occupancy of a dwelling, dwelling unit, or rooming unit to exceed the number of persons listed on the rental permit.

26. Lead Paint. In all pre-1978 buildings, no owner or operator shall allow painted surfaces to be peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate. This shall not be required of properties that have been certified lead-based paint free by a certified lead-based paint inspector.

#### **158.09 RESPONSIBILITIES OF OCCUPANTS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.**

1. Occupant Responsible for Controlled Area. Every occupant of a dwelling unit or rooming unit shall keep in a clean, safe, and sanitary condition that part of the dwelling, dwelling unit, rooming unit, or premises thereof he or she occupies and controls.

A. Every floor and floor covering shall be kept reasonably clean and sanitary.

B. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.

C. No dwelling or the premises thereof shall be used for the storage or handling of refuse.

D. No dwelling or the premises thereof shall be used for the storage or handling of dangerous or hazardous materials.

2. Plumbing Fixtures. The occupants of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof.

3. Extermination of Pests. Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; every occupant of a dwelling containing more than one dwelling unit or rooming unit shall be responsible for such extermination within the unit occupied by him whenever said unit is the only one infested. Notwithstanding the foregoing provisions of this section, whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

4. Storage and Disposal of Garbage. Every occupant of a dwelling shall dispose of rubbish, garbage, and any other organic waste in a clean and sanitary manner by

placing it in the supplied disposal facilities or storage containers required by this chapter.

5. Use and Operation of Supplied Heating Facilities. Every occupant of a dwelling unit or rooming unit shall be responsible for the exercise of reasonable care, proper use, and proper operation of supplied heating facilities.

6. Electrical Wiring. No temporary wiring or extension cords shall be used except extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms, or similar apertures and structural elements or attached thereto. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit.

7. Supplied Facilities. Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof. Occupants shall be responsible for maintaining batteries in all existing and required smoke detectors and/or carbon monoxide detectors.

8. Occupancy Control. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the number of persons listed on the rental permit nor shall they use a room for sleeping that does not meet egress requirements.

9. Electrical Systems. Every occupant of a dwelling unit or rooming unit shall not block and shall keep free access to the unit's electrical systems.

8.10. Early Warning Fire Protection. Every occupant of a dwelling unit or rooming unit shall not disassemble, remove, remove batteries, or otherwise tamper with any early warning fire protection device provided in a unit.

**158.10 PENALTY.** Any violation of the provisions of this chapter may constitute a municipal infraction and shall, upon conviction, be subject to penalties authorized under Chapter 4 of the City of Carroll Code of Ordinances including but not limited to, civil penalty, order for abatement, injunctive relief and other alternative relief. Each and every day that a violation occurs or continues shall be deemed a separate offense. The City may also enforce the provisions of this Chapter by any other cause of action allowed by the City's Code of Ordinances or the State of Iowa Code.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION SETTING RENTAL HOUSING FEES

WHEREAS, City Code Chapter 158 requires fees for rental housing permits and inspection fees to be set by a resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Carroll City Council that the following fee schedule is hereby adopted for rental housing permits and inspections:

Annual Permit Fee:	First unit in a building	\$35.00
	Each additional unit in a building	\$10.00

Inspection Fee:	Initial inspection	No Fee
	First reinspection	<del>\$35.00 per unit</del> <u>No</u>

Fee

Second and subsequent reinspection ~~s~~ \$55.00 per unit

PASSED AND APPROVED by the City Council of the City of Carroll, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk



# RENTAL HOUSING PROPERTY MAINTENANCE GUIDE

For the complete City of Carroll Code of Ordinances referenced herein, please visit <http://www.cityofcarroll.com/city-code>

Dear Landlord:

To get a Head Start on the City's Rental Inspection Program, use this checklist to evaluate the condition of your rental property prior to a routine inspection. By using this guide, you may avoid a lengthy inspection and potentially costly re-inspection fees.

Note: While it is impossible to list every violation of the housing code that may occur, this list contains violations that are commonly found during routine inspections. If a question is answered with a NO response, a code violation is likely to be present.

## EXTERIOR PROPERTY/AREA

### Property Maintenance Code

YES	NO	Description/Detail	Code Section
		All Windows/Doors Functional	158.08.1/2
		Property does not have unpainted or peeling paint in excess of 50% of the area	158.08.6
		Property has a paved approach from street to property line. <u>Existing gravel driveways installed prior to the Spring of 2017 are permitted to remain but may not be expanded.</u>	170.08
		Property has all vehicles parked on approved surfaces	69.15
		Property does NOT have an accumulation of weeds and brush	50.02.9
		Property does NOT have an accumulation of garbage or debris	158.08.24
		Property does NOT have any Junk Vehicles on site	51.02
		Property is NOT providing habitation for rodents or wild animals	158.08.1B

### Emergency Response: The following inspection items ensure adequate response during emergency situations

YES	NO	Description/Detail	Code Section
		Property has house numbers clearly visible from the streets	150.02

**Exterior Structural Issues: The following inspection items deal with exterior structural issues**

YES	NO	Description/Detail	Code Section
		Property has no loose or crumbling plaster	158.08.1A
		Property is properly waterproofed both on the exterior walls and roof	158.08.1/3
		Property has NO broken, rotted, split or buckled exterior walls	158.08.1
		All fences and retaining walls are maintained and NOT in need of repairs	158.08.23
		Chimney is not in danger of falling down or bulging	158.08.5
		Property has no unsafe storage of combustible materials	158.09.1D
		Porch and Deck flooring supports are not defective or deteriorated	158.08.1
		Porch and Deck flooring supports are of sufficient size to support loads imposed	158.08.1

**Sidewalk Compliance: The following inspection items deal with sidewalk safety detailed in the Sidewalk Inspection Program**

YES	NO	Description/Detail	Code Section
		Sidewalks do not present any tripping or falling hazards	136.02.2

**INTERIOR PROPERTY/AREA**

**Electrical Safety Items: The following inspection items deal with electrical systems and electrical safety**

YES	NO	Description/Detail	Code Section
		Electrical panel is clearly labeled with all circuits marked	158.08.9
		Electrical service is sized to handle loads imposed by the property	158.08.9
		Extension cords are sized properly and not running under rugs or furniture	158.09.6
		Unused openings in the electrical panel or cutout boxes are properly closed	158.08.9
		The proper over current protection ( <a href="#">fuse/circuit breaker</a> ) is installed	158.08.9
		Disconnection points are clearly marked and labeled for each service, feed, or branch circuit	158.08.9
		Electrical room is clearly marked and accessible	158.08.9
		There is a clear and unobstructed means of access to the control panel	158.08.9

**Plumbing/Heating Items: The following inspection items deal with mechanical systems (plumbing, heating, air conditioning)**

YES	NO	Description/Detail	Code Section
		Water heaters and boilers have pressure relief valves piped to within 6" of the floor	158.07.7
		Fuel fired equipment does not have missing or corroded flues	158.08.5
		Fuel fired equipment has a shutoff valve installed in the gas piping and it shall be clearly visible and located in the same room as the appliance	158.08.11

**Fire Safety: The following inspection items deal with fire safety and prevention of fires**

YES	NO	Description/Detail	Code Section
		Fire Extinguishers are present	158.07.16
		Fire alarm system, when required, is present and in good operating condition	158.07.17
		Class 1 liquids are not stored in building (ex: gasoline)	158.09.1D
		Smoke Detectors are Operational	158.07.17
		Smoke Detectors are located in required locations	158.07.17

**Structural Items: The following inspection items deal with the overall safety of the building or structure**

YES	NO	Description/Detail	Code Section
		Flooring supports are of sufficient size to support loads imposed	158.08.1A
		Flooring supports are not defective or deteriorated	158.08.1
		Walls and partitions are of sufficient size to carry imposed loads	158.08.1A

**Ingress/Egress Items: The following inspection items deal with entrance and exiting issues**

YES	NO	Description/Detail	Code Section
		All sleeping quarters have appropriate egress exits	158.07.9
		Living and sleeping space is in allowable areas	158.07.13B

**Sanitation Items: The following inspection items deal  
with sanitation within the structure**

YES	NO	Description/Detail	Code Section
		Bathroom facilities have working toilets, sinks and bathing facilities	158.08.16
		Kitchen area has a working sink and drain	158.07
		Structure has a working properly sized heating unit	158.07.11
		Structure has hot and cold water to all fixture units	158.07
		Structure is connected to proper sanitary sewer system	158.07.8

10/21/2020 - DRAFT

# City of Carroll

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112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Honorable Mayor and City Council Members

**FROM:** Mike Pogge-Weaver, City Manager *MSP-W*

**DATE:** March 5, 2020

**SUBJECT:** Rental Housing Code

The City Council discussed the proposed Rental Housing Code at their February 10<sup>th</sup> council meeting. At that meeting the Council directed staff to have the proposed code presented at a future workshop of the council and also asked that the public submit comments on the code for the Council to discuss at the workshop.

That week staff set March 9<sup>th</sup> for the workshop and asked that comments on the Rental Housing Code be submitted to the City by 5:00 PM on February 27<sup>th</sup>. This was communicated to Carroll Broadcasting and Carroll Times Herald both whom ran stories on this. It was also communicated to key local rental housing property owners and it was posted on the City's social media page. A total of 21 comment letters were received and all are included with this memo. Comments that were specific to the code were compiled into a single document for the ease of the Council to review. General comments that were not specific to the proposed code were not included in the compiled document so all of the comment letters should be reviewed for the general comments. In the compiled document staff made remarks on some of the comments to explain a specific section of code or to explain why a section was written the way it was. Most of the items are ultimately policy decisions for the Council to discuss and make.

**RECOMMENDATION:** Mayor and City Council review and discuss the Rental Housing Code and the comments received during a workshop at the Council's March 9<sup>th</sup> meeting and provide direction to staff on how to proceed.

**CHAPTER 158**  
**RENTAL HOUSING CODE**

158.01 Scope of Provisions  
158.02 Conflicting Provisions  
158.03 Definitions  
158.04 Certificate of Rental Permit  
158.05 Inspection and Enforcement  
158.06 Housing Appeals Board

158.07 Minimum Structure Standards for All  
Rental Dwellings  
158.08 Responsibilities of Owners Relating to the  
Maintenance and Occupancy of Premises  
158.09 Responsibilities of Occupants Relating to the  
Maintenance and Occupancy of Premises  
158.10 Penalty

**158.01 SCOPE OF PROVISIONS.** The provisions of this chapter (which may be known and cited as the Rental Housing Code for the City of Carroll, Iowa) apply to all rental dwellings within the City limits used or intended to be used for human occupancy, except that these provisions are not applicable to temporary housing as defined in this chapter.

**158.02 CONFLICTING PROVISIONS.** In any case where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire, safety, or health ordinance or code of the City, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail.

**158.03 DEFINITIONS.** Whenever the words “dwelling,” “dwelling unit,” “rooming house,” “rooming unit,” or “premises” are used in this chapter, they shall be construed as though they were followed by the words “or any part thereof.” The word “building” includes the word “structure” and the word “lot” includes the word “plot.” The following terms are also defined for use in this chapter:

1. “Acceptable” or “approved” means in substantial compliance with the provisions of this chapter.
2. “Accessory structure” means a detached structure which is not used, or intended to be used, for living or sleeping by human occupants.
3. “Adjoining grade” means the elevation of the ground which extends three (3) feet from the perimeter of the dwelling.
4. “Appurtenance” means that which is directly or indirectly connected or accessory to a thing.
5. “Attic” means any story situated wholly or partly within the roof or so designed, arranged or built to be used for business, storage, or habitation.
6. “Basement” means a story having a part but not more than one-half of its height above grade, which may or not be considered habitable space. A basement is counted as a story for the purpose of height regulations.



7. "Bath" means a bathtub or shower stall connected with both hot and cold water lines.
8. "Central heating system" means a single system supplying heat to one or more dwelling units or more than one rooming unit.
9. "Code Enforcement Officer" means the official of the City appointed to administer this chapter and any duly authorized representatives.
10. "Communal" means used or shared by, or intended to be used or shared by, the occupant of two or more rooming units or two or more dwelling units.
11. "Condominium" means a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa, as amended.
12. "Cooperative" means a dwelling unit which is in compliance or conformance with the requirements of Chapter 499B of the Code of Iowa, as amended.
13. "Court" means an open unoccupied space, other than a yard, on the same lot with a dwelling. A court not extending to the street or front or rear yard is an inner court. A court extending to the street or front yard or rear yard is an outer court.
14. "Dining room" means a habitable room used or intended to be used for the purpose of eating, but not for cooking or the preparation of meals.
15. "Duplex" means any habitable structure containing two single dwelling units.
16. "Dwelling" means any building, structure, or mobile home, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants and includes any appurtenances attached thereto.
17. "Dwelling, efficiency" – see efficiency dwelling
18. "Dwelling, multiple" - see "multiple dwelling."
19. "Dwelling, single-family" - see "single-family dwelling."
20. "Dwelling unit" means any habitable room or group of adjoining habitable rooms, located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals.
21. "Efficiency dwelling" means a dwelling unit with a sleeping area open to the living area, with no intervening door.
22. "Egress" means an arrangement of exit routes to provide a means of exit from buildings and/or premises.
23. "Exit" means a continuous and unobstructed means of egress to a public way and includes intervening doors, doorways, corridors, windows, exterior-exit

balconies, ramps, stairways, smoke-proof enclosures, horizontal exits, exit passageways, exit courts, walkways, sidewalks, and yards.

24. “Extermination” means the control and elimination of insects, rodents, or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination method approved by the Code Enforcement Officer.

25. “Family” means one or more persons occupying a dwelling and living as a single housekeeping unit. Each individual or group of individuals to whom rent is charged as a single unit shall be considered to be a separate family.

26. “Garbage” means animal or vegetable waste resulting from the handling, preparation, cooking, or consumption of food and also means combustible waste material. “Garbage” also includes paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, and other combustible materials.

27. “Habitable room” means a room or enclosed floor space, having a minimum of seventy (70) square feet of total floor area within a dwelling unit or rooming unit used or intended to be used for living, sleeping, cooking, or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, and stairways.

28. “Historical” means any property designated by the Carroll County Historic Preservation Commission as a Historical Site or any property on the National Register of Historical Places.

29. “Infestation” means the presence, within or around a dwelling, of any insects, rodents, or other pests, in such quantities as would be considered unsanitary.

30. “Kitchen” means a habitable room used or intended to be used for cooking or the preparation of meals.

31. “Kitchenette” means a food preparation area not less than forty (40) square feet in area.

32. “Kitchen sink” means a basin for washing utensils used for cooking, eating, and drinking, located in a kitchen and connected to both hot and cold water lines and properly connected to a drainage system.

33. “Lavatory” means a hand-washing basin which is connected to both hot and cold water lines, and properly connected to a drainage system, which is separate and distinct from a kitchen sink.

34. “Living room” means a habitable room within a dwelling unit which is used, or intended to be used, primarily for general living purposes.

35. “Mobile home” means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the

public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.

36. “Multiple dwelling” means any dwelling containing three or more dwelling units.

37. “Occupant” means any person, including owner or operator, living in, sleeping in, and/or cooking in, or having actual possession of a dwelling unit or a rooming unit.

38. “Operator” means any person who rents to another or who has custody or control of a building, or parts thereof, in which dwelling units or rooming units are let or who has custody or control of the premises.

39. “Owner” means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit by virtue of a contractual interest in or legal or equitable title to the dwelling, dwelling unit or rooming unit. “Owner” also means any person who has custody and/or control of any dwelling, dwelling unit or rooming unit as guardian.

40. “Permit” - see “rental permit.”

41. “Placard” means any display document showing that the unit for which it is issued has been determined to be unfit for human habitation.

42. “Plumbing” means and includes any or all of the following supplied facilities and equipment: water pipes, garbage disposal units, waste pipes, toilets, sinks, lavatories, bathtubs, shower baths, water heating devices, catch basins, drains, vents, and any other similar supplied fixtures together with all connections to water and sewer.

43. “Premises” means a lot, plot, or parcel of land including a building and/or accessory structure thereon.

44. “Privacy” means the existence of conditions which will permit a person or persons to carry out an activity commenced without interruption or interference by unwanted persons.

45. “Properly installed, connected, constructed, or repaired” means as required by this or any other building, plumbing, mechanical or electrical code of the City, including work to be done in a workmanlike manner.

46. “Public way” means any parcel of land, unobstructed from the ground to the sky, more than ten feet in width, appropriated to the free passage of the general public.

47. “Refuse” means waste materials (except human waste) including garbage, rubbish, ashes, and dead animals.

48. “Refuse container” means a watertight container that is constructed of metal, or other durable material impervious to rodents, that is capable of being serviced without creating unsanitary conditions.
49. “Rental permit” means a document, issued periodically, which grants the owner or operator the option of letting a unit for rental purposes and showing that the unit for which it is issued was in compliance with the applicable provisions of this chapter at the time of issuance.
50. “Roomer” means an occupant of a rooming house or rooming unit and shall also mean an occupant of a dwelling who is not a member of the family occupying the dwelling except for guests and/or domestic employees.
51. “Rooming house” means any dwelling, or that part of any dwelling, containing one or more rooming units, including, but not limited to hotels and motels, in which space is let by the owner or operator to one or more persons. Occupants of units specifically designated as dwelling units within a rooming house shall not be included in the roomer count. An owner-occupied, single-family dwelling, condominium, or cooperative containing a family plus one or two roomers shall be excluded from this definition and be treated as a owner-occupied, single-family dwelling.
52. “Rooming unit” means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used, primarily for living and sleeping. A rooming unit shall have bath and toilet facilities available for exclusive use by the occupant or for communal use in accordance with subsections 158.07(15) through (22) and, in addition, may have kitchen and dining facilities available for use by the occupant therein.
53. “Rubbish” means inorganic waste material consisting of combustible and/or noncombustible materials.
54. “Single-family dwelling” means a structure containing one dwelling unit.
55. “Supplied Facility” means equipment, appliance or system paid for, furnished by, provided by, or under the control of the owner or operator.
56. “Temporary housing” means any tent, trailer, motor home, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) days.
57. “Toilet” means a water closet, with a bowl and trap made in one piece, which is of such shape and form and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim or flushing rims.

**158.04 CERTIFICATE OF RENTAL PERMIT.**

1. Rental Permit Required. It is a violation of this chapter for any person to let to another for rent any dwelling unit or rooming unit (except a dwelling or rooming unit located within an owner-occupied, single-family dwelling, condominium, or cooperative containing no more than two dwelling or rooming units), unless the owner or operator holds a valid rental permit. A rental permit is valid from the date of issuance until March 31<sup>st</sup> of the following year. Renewals of rental permits shall be made annually between January 2<sup>nd</sup> and March 31<sup>st</sup>. For existing rental properties in existence prior to the adoption of this chapter, rental permit applications shall be considered timely filed if they are received by the City on or before June 30, 2020 and such permits will be valid until March 31, 2022. The document shall be transferable from one owner or operator to another at any time prior to its expiration, termination or revocation. The owner or operator shall notify the Code Enforcement Officer of any changes of interest or ownership in the property within thirty (30) days of any conveyance or transfer of interest affecting the property and provide the name and address of all persons who have acquired an interest therein. In the event that the Code Enforcement Officer has not been notified of such conveyance or transfer within the designated period of time, the rental permit shall be transferred from one owner or operator to another only upon payment of a fee which shall be assessed the new owner or operator, the amount of which shall be set by resolution of the Council. The rental permit shall state the date of issuance, the address of the structure to which it is applicable, and its expiration date. The rental permit shall also include the maximum number of occupants. All dwellings and dwelling units and rooming units being let for rent and occupancy without a valid permit or application for the same on file with the City and fees paid may be ordered vacated.

2. Application. The owner or operator shall file an application for a rental permit, accompanied by the appropriate fees as established by resolution of the Council, with the Code Enforcement Officer on an application form provided by the Code Enforcement Officer. All applications shall be filed and a rental permit obtained before being let for rent or occupancy. Failure to file an application for a rental permit shall constitute a municipal infraction. The owner or operator shall, within thirty (30) days of application, schedule and allow an inspection of the unit by the Code Enforcement Officer, if such an inspection is due under the provisions of Section 158.05 of this chapter, and failure to do so may be judicially enforced and constitutes a municipal infraction. All fees for inspections and/or permits shall be paid prior to the scheduled inspection.

3. Issuance. When all pertinent provisions of this chapter have been complied with by the owner or operator, the Code Enforcement Officer shall issue a rental permit.

4. Extension. A rental permit shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period

**Commented [MP1]:** Comment #67: What are the fees to obtain a rental permit?

Staff Remark: See page 33 and 34 of this document.

**Commented [MP2]:** Comment #62: What does a rental permit cover? Is each unit require a separate rental permit or is it an umbrella policy covering all units owned by the owner? What happens to other units if the permit is revoked because of one unit?

Comment #68: Rental permit an umbrella permit or needed for each property/unit?

Staff Remark: Each building will need a separate permit. All units in a building will be covered by one permit.

**Commented [MP3]:** Comment #66: How long are rental permits?

Staff Remark: Rental permits need to be obtained annually. Inspections would occur every 3 years.

**Commented [MP4]:** Comment #101: This section discusses a permit that a landlord has to obtain to rent out a property. The permit has an expiration date. Why the expiration date? By obtaining the permit, the city knows that this is a rental property and who owns it. That is not going to change every year, therefore, why the expiration date? If there is a complaint, you know who the permitted landlord is and can get a hold of that landlord and that landlord can address the problem.

Staff Remark: It is not unusual for rental codes to require an annual permit. Additionally, this approach allows the cost of the inspections to be spread out over three years versus having one larger inspection fee every three years.

**Commented [MP5]:** Comment #7. Change 30 days to 120 days.

Staff Remark: Notifying the City of an ownership change within 30 days is reasonable and allows the City to have current contact information of any new owners.

between the stated expiration date and the period of time permitted by the Code Enforcement Officer to remedy any violations cited subsequent to an inspection authorized or requested pursuant to the provisions of this chapter, provided a rental permit application is on file with fees paid.

#### 158.05 INSPECTION AND ENFORCEMENT.

1. Authority. The Code Enforcement Officer is authorized to administer and enforce the provisions of the Rental Housing Code and to make inspections to determine the conditions of all dwellings, dwelling units, rooming units, structures, and premises located within the City, in order that the Code Enforcement Officer may perform the duty of safeguarding the health, safety, and welfare of the occupants of dwellings and of the general public under the provisions of this chapter.

**Commented [MP6]:** Comment #8. Page 7 , paragraph 1, 158.05. Add to line 7, If the Enforcement Officer is more than 20 minutes late for the inspection appointment scheduled by the owner or the property occupant, the Enforcement Officer will be responsible for scheduling the inspection at another time that is convenient to the occupant and owner.

**Staff Remark:**  
Regardless of the situation, staff will always work to schedule an inspection time that is convenient for the occupant and owner. This is evident with our recent completed water meter change over that occurred over the past three years. While we don't foresee being late to an appointment, if that would occur, we would work to schedule an inspection time that is convenient for the occupant and owner.

2. **Inspection of Rental Units.** Inspection of rental units shall be conducted upon

**Commented [MP7]:** Comment #69: Actual cost of inspection?

Staff Remark: The current proposed fees are as follows:

Annual Permit Fee:

First unit in a building - \$35.00

Each additional unit in a building - \$10.00

Inspection Fee:

Initial inspection - No Fee

First reinspection - \$35.00 per unit

Second and subsequent reinspections - \$55.00 per unit

3/5/2020 - Working Document



request, on a complaint basis, and/or through a program of regular rental inspections which program shall not be conducted more frequently than yearly or less frequently than the set schedule indicated below:

**Commented [MP8]:** Comment #25: MANY TENANTS WILL CALL THE CITY BEFORE INFORMING THE LANDLORDS- AND AGAIN WE WILL BE CHARGED THE \$35.00 fee

Staff Remark: A complaint based inspection would be considered an initial inspection and not a reinspection. No fee would be charged for the first inspection related to a complaint.

**Commented [MP9]:** Comment #61: What will the process be if a tenant calls the city without contacting the owner first? The owner should be the first contact and allowed time to make repairs.

What happens when the tenant calls numerous times and there is not an actual problem?

Ex. We had a tenant call us along with the police dept numerous times regarding his heat. Everything was working in his unit and the temperature registered at 71 degrees in the unit. He continued to call because he did not want to pay for the secondary baseboard heat that he was requesting. We supply the boiler and any additional heat is available by baseboard heaters.

Staff Remark: Agree. When a complaint is received, they will be asked if they contacted the property owner and if not, they will be instructed to do that first. Complaints from adjoining property owners will be taken without the requirement they contact the property owner first.

It is not uncommon for the City today to receive multiple complaints related to a particular situation that someone is unsatisfied about. Once a complaint has been reviewed and found to be unfounded no further action will be taken by the City.

**Commented [MP10]:** Comment #34: When there is a complaint from a tenant, it should be in a written form with the name of the tenant, photo I.D. representing that this person is our tenant, date, problem against the landlord and the main question of "WAS THE LANDLORD NOTIFIED OF THE PROBLEM BEFORE CONTACTING THE CITY?" Many disgruntled tenants will contact the city first as a means of getting even with their landlords. This ordinance will make this tool easier for them to turn on their landlords. If upon inspection the landlord is not notified or a complaint was not justified the tenant should be charged and not the landlord.

Staff Remark: First, the City has historically allowed anonymous complaints. People should feel safe in making a complaint without the fear of retribution. Tenants should contact the property owner first. To that end, when a complaint is received, they will be asked if they contacted the property owner and if not, they will be instructed to do that first. Complaints from adjoining property owners will be taken without the requirement they contact the property owner first.

Single family dwelling	Every 3 years
Duplex	Every 3 years
Owner-occupied plus more than 2 dwelling units	Every 3 years
Multiple dwelling units	Every 3 years
Rooming houses	Every 3 years

The provisions of Sections 158.07 through 158.09 of this chapter shall apply to the inspections of all rental units. If a unit becomes vacant and it has been at least 20 months from the last inspection of that unit an owner may, but the owner is not required to, request the City complete a regular inspection while the unit is vacant to avoid future disruption of the tenant.

3. Access by Owner or Operator. Every occupant of a dwelling, dwelling unit, or rooming unit shall give, upon proper notice, the owner or operator thereof, or any authorized agent or employee, access to any part of such dwelling, dwelling unit, rooming unit, or premises at all reasonable times for the purpose of effecting such maintenance, making such repairs, or making such alterations as are necessary to effect compliance with, or any lawful notice or order issued pursuant to the provisions of Sections 158.07 through 158.09.

**Commented [MP11]:** Comment #2. Upon registering if property is vacant an inspection must take place before a tenant can move in. Registered property is then certified for 5 years or until new tenant happens. (If a property has been rented for 3 years and tenant moves out new inspection must take place, property owner gets 2 years of inspection fees back and 5-year limit restarts)

Upon registering if property is currently occupied: Once property becomes vacant again, inspection will be required to rent out property.

Exception: If tenant voluntarily files a complaint & requests inspection then house will be inspected & certified.

Comment #36: There are several other communities that have tried to do this inspection program and are now trying to reward the owners/Landlords by making the program go to a pay the fee the year you get inspected and then good for up to 4 years. This way the owners/Landlords that are not doing a good job, get penalized by having yearly or <4 year inspection cycle.

Staff Remark:

- It is a policy decision for the Council on the frequency of inspections. While a few codes staff reviewed had a five-year inspection cycle, the majority had a three-year inspection cycle. Also, in consultation with other agencies three years was the recommended rental housing inspection cycle.
- Based on a five-year inspection cycle, the commenter proposes that an inspection occurs if a renter moves out and it has been more than three years since. Additionally, part of their last inspection fee would be rebated for the remaining time until the next inspection is due. The rebated amounts would have to be covered by either general taxes or increased in future inspection fees.
- Other consideration: Similar to other programs the City works on, staff intends to work with property owners on finding times that are beneficial. Staff would not track when renters move out so requiring inspection.

4. Access by the Code Enforcement Officer. Whenever authorized to make an inspection or whenever the Code Enforcement Officer has reasonable cause to believe that there exists any condition in violation of any provisions of this chapter or in response to a complaint that an alleged violation may exist, the Code Enforcement Officer may enter such unit or premises during reasonable times to inspect and perform any action authorized by this chapter. If such unit or premises is tenant-occupied, the Code Enforcement Officer shall also notify the owner or other persons having charge or control of the building or premises of the requested entry. The Code Enforcement Officer shall at such times present official identification and explain why entry is sought; and if entry is refused, the Code Enforcement Officer shall request that the inspection be conducted at a reasonable time, suitable to the owner or occupant. If the request for future entry is refused, the Code Enforcement Officer shall at that time, or at a later time, explain to the owner and/or occupant that said owner and/or occupant may refuse, without penalty, entry without a search warrant, and the Code Enforcement Officer may apply to the Iowa District Court for an administrative search warrant pursuant to Section 1.12, Carroll Code of Ordinances and Section 88.14 Iowa Code.

5. Administrative Search Warrant. If consent to inspect a building is withheld by any person having the lawful right to exclude, the Code Enforcement Officer may apply to the Iowa District Court in and for Carroll County for an administrative search warrant of the building. No owner or occupant or any other person having charge, care, or control of any dwelling, dwelling unit, rooming unit, structure, or premises shall fail or neglect, after presentation of an administrative search warrant, to properly permit entry therein by the Code Enforcement Officer for the purpose of inspection and examination pursuant to this chapter.

6. Violation Notice. Whenever the Code Enforcement Officer determines, upon the basis of an inspection or other reliable information, a premises has one or more violations of this chapter, the Code Enforcement Officer shall give to the owner (and the tenant if a violation relates to Section 158.09) of the premises a written notice in substantially the following form:

**Commented [MP12]:** Comment #70: Why would they not have to give 24-hour notice as required by law.

Staff Remark: An inspector will always work with the property owner and tenant to schedule an inspection that is convenient for them. Nothing will "just be scheduled" by the City and will always be coordinated between all parties.

**Commented [MP13]:** Comment #9: Change to : Enforcement Officer may enter each unit or premises during reasonable times, as determined by the owner or occupant to inspect and perform any action authorized by this chapter.

Staff Remark: Similar to current building inspections, inspections would also be scheduled in consultation with the property owner during regular business hours. Inspections would not automatically be scheduled and would always be coordinated with the owner. It would be unreasonable to require an inspector to conduct inspections outside regular business hours, which this proposed language could require.

**ORDER TO REPAIR, CORRECT AND COMPLY**

To: \_\_\_\_\_, Owner (and Tenant if applicable)

Re: \_\_\_\_\_, Location in Violation

You are hereby notified that the Code Enforcement Officer has determined the above premises has the following violations of the City of Carroll Rental Housing Code:

Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby ordered to repair, correct and comply with the requirements of the Rental Housing Code within thirty (30) days of your receipt of this order. Failure to comply with this order (or as it may be modified on appeal) will result in a denial or revocation of your rental permit and an order to vacate the premises.

You are advised that this order may be appealed by filing a written notice of appeal, containing the reasons for the appeal, with the Housing Appeals Board, City Hall, Carroll, Iowa, within seven (7) days of your receipt hereof. The appeal may dispute the above code violations or request additional time allowed for compliance or both. In addition, you may request that the Board grant a variance in the application of the Housing Code to your particular circumstances. Failure to file a timely appeal results in waiver of your right to have this order modified.

You are further advised that your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.

The order set out in this subsection shall be served upon the owner personally, upon a member of the owner's family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner by registered or certified mail with return receipt requested to the owner's last known address (per County Assessor's records); or upon the failure of all above methods, and by posting a copy thereof in a conspicuous place in or about the dwelling affected by the order. The owner (and the tenant if a violation relates to Section 158.09 of this chapter) may appeal the order by filing a written notice of appeal with the Housing Appeals Board within seven (7) days of the service of the order. The issues on appeal are restricted to disputes regarding the cited violations, requests for additional time for compliance, and requests for variances. The Code Enforcement Officer shall, after expiration of the time given in the order to repair, correct and comply (or as it may be modified on appeal), reinspect the premises as appropriate. The owner's or tenant's failure to comply with the order shall constitute a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

**Commented [MP14]:** Comment #3: If house is found to be out of certification standards property owner has 60 days to provide updates of work/completed work with checks every 30 days.

If after 60 day period the city works with tenants to find certified housing alternatives and fines the property owner a monetary amount per month until the house is in compliance or until tenant is moved into suitable housing.(the amount of fine should pay for moving costs and costs for city. Example \$1000 every 30 days-\$600 to the tenants being forced to move and \$400 for city costs )

Comment #10: Within one hundred and twenty (120) days. If a permit to perform the repair has been issued by the city, the owner is allowed three hundred and sixty (360) days from the date the permit was issued before the repair is considered out of compliance under section 158.08 of the Rental Housing Code.

The rationale for this change is getting cement or electrical work done on the 30 days suggested is not realistic due to the backlog of construction and repair work being done in the City of Carroll by contractors doing this type of work. We have current real life instances of this situation.

Staff Remark: For non-emergency repairs, there is no concern with a longer compliance period as suggested by the commenters. The code does provide a shorter compliance period for emergency issues (i.e. immediate life safety issues) which staff would recommend remain at 48 hours. Additionally, the City is not able to impose a civil penalty for cost a tenant would face if they were required to move from a rental housing unit. Finally, if a longer compliance schedule is going to be allowed, staff would suggest that the inspector still have discretion to require a shorter compliance schedule. For example, if a furnace or water heater needs replacement, both of which require permits, it is unreasonable to allow 360 days to repair and when there are sufficient contractors to complete such repairs in a few days.

**Commented [MP15]:** Comment #11: change 7 days to : fourteen (14) days.

Staff Remark: This is a policy discussion for the Council.

**Commented [MP16]:** Comment #12: Add the following to the first paragraph: Print copies of Municipal Code Of Ordinances shall be available to the public in print form for loan at City Hall and at the Carroll Public Library.

Staff Remark: Copies of the City Code are already available at City Hall, the Carroll Public Library and on our website. Adding this language would be redundant.

7. Denial or Revocation of Rental Permit; Order to Vacate. Whenever the Code Enforcement Officer determines that the order to correct, repair and comply (or as it may be modified on appeal) has not been complied with, the Code Enforcement Officer shall deny or revoke the rental permit for the premises and order the premises vacated. The denial or revocation and order shall be effective thirty (30) days after receipt by the owner and tenant of the premises of a written notice of the denial or revocation of the rental permit and order to vacate in substantially the following form:

**NOTICE OF DENIAL OR REVOCATION OF RENTAL PERMIT AND ORDER TO VACATE**

To: \_\_\_\_\_, Owner  
 \_\_\_\_\_, Tenant

Re: \_\_\_\_\_, Location in Violation

You are hereby notified that the Rental Housing Code Enforcement Officer has determined that the Order to Repair, Correct and Comply dated \_\_\_\_\_ affecting the above premises has not been complied with and the following violations of the Rental Housing Code still exist:

Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____

You are hereby notified that, effective thirty (30) days after receipt of this notice and order, the rental permit covering the above premises is revoked (or the application for a rental permit is denied) and you are ordered to have the above premises vacated within such period of time.

You are advised that the revocation or denial of the rental permit and order to vacate the premises may be appealed by filing a written notice of appeal, containing the reasons for the appeal, with the Housing Appeals Board, City Hall, Carroll, Iowa, within seven (7) days of your receipt of this notice and order. Your appeal is solely limited to the issue of whether the previous Order to Repair, Correct and Comply (or as it may have been modified on a previous appeal) has been complied with and may not address matters concerning such order which were subject to previous appeal rights. However, tenants may, by filing a timely appeal, also request additional time to move.

You are further advised that this order to vacate may be judicially enforced and that the occupancy or sufferance of occupancy of the affected premises after the expiration of the thirty (30) day period provided herein without a valid rental permit constitutes a municipal infraction per Chapter 4 of the City Code.

**Commented [MP17]:** Comment #21: Add the following as paragraph 7. The code enforcement officer will develop and maintain a complaint form that will used as the official and only recognized method of filing a complaint against a rental property. This form will provide a space for the name and address of the person making the complaint, the name of the property own or the agent for the property owner, the date of the complaint, and description of the complaint. No action will be taken against the property if the person making the complaint has not given the owner or the agent for the property notice of the complaint verbally or in written form. The code enforcement officer will determine if the complaint is valid or invalid. If the code enforcement officer determines the complaint is valid, notification will be made to the property owner or agent of the property owner of the complaint within two business days after the complaint is on file. The code enforcement officer will provide the owner or owner's agent a copy of the complaint. The code enforcement officer will have five (5) business to schedule an inspect of the complaint with the owner or owner's agent and the tenant. The code enforcement office will keep a current record of the number and nature of all complaints. Upon request, members of the public may view a list of all complaints that are currently on file and for the previous two years.

**Staff Remark:** The City will develop a complaint form. As with other City issues, complaints will be accepted anonymously. Finally, under Iowa Code 22.7.18 the identity of an individual making a complaint is confidential and therefore could not be disclosed by the City.

The above notice and order shall be served upon the owner and tenant personally, upon a member of the owner's and tenant's family (if that person is of suitable age and discretion and informed of the contents thereof) personally, upon the owner and tenant by registered or certified mail, with return receipt requested, to the owner's last known address per County Assessor's records; or upon the failure of all above methods, by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. In the instance where all of the cited violations are tenant violations under Section 158.09, the notice and order set out in this subsection shall be modified to delete reference to the revocation or denial of the rental permit for the premises and the owner may cause the premises to be re-occupied by the different tenants. The owner and/or tenant may appeal the notice and order by filing a written notice of appeal with the Housing Appeals Board within seven (7) days of this service of the notice. The issue on appeal is solely limited to the issue of whether the previous order to repair, correct and comply (or as it may have been modified on a previous appeal) has been complied with and may not address matters concerning such order which were subject to previous appeal rights. However, tenants may, by filing a timely appeal, also request additional time to move. The order to vacate may be judicially enforced and violation of the order to vacate and the occupancy or sufferance of occupancy of the affected premises after the expiration of the thirty-day period provided herein (or after such additional time as the Housing Appeals Board may have granted a tenant to move) without a valid rental permit constitutes a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

8. Emergency Orders and Placarding. Whenever the Code Enforcement Officer, in the enforcement of this chapter, finds in or about a dwelling conditions which pose an immediate and serious threat to the health or safety of the occupants and/or the general public, the Code Enforcement Officer shall give to the owner and occupants of the premises a written order in substantially the following form:

**EMERGENCY ORDER TO VACATE**

To: \_\_\_\_\_, Owner  
 \_\_\_\_\_, Tenant

Re: \_\_\_\_\_, Location in Violation

You are hereby notified that the Code Enforcement Officer has determined that the above premises contain the following violations of the City of Carroll Rental Housing Code, which violations pose an immediate and serious threat to the health or safety of the occupants thereof and/or the general public:

Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby ordered to vacate the above premises within 48 hours of your receipt of this order.

You are advised that if the condition cited above is corrected and repaired before the expiration of your time limit herein, you may contact the Code Enforcement Officer, who may confirm the repair of the condition and rescind this order.

You are advised that this order may be appealed by filing a written notice of appeal containing the reasons for appeal with the Housing Appeals Board, City Hall, Carroll, Iowa, within twenty-four (24) hours of your receipt hereof. The appeal may dispute the above code violations but it may not request additional time for compliance, nor will the filing of an appeal act to delay the deadline for vacating the premises.

You are further advised that this order to vacate may be judicially enforced and your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.

**Commented [MP18]:** Comment #71: What if reason for vacating is caused by negligence of tenant?

Where will tenants go. Who will be responsible to find them housing? Who pays for temp housing?

What if repairs needed will not be completed due to lack of funds by owner? Who then pays for tenant's temp housing?

Staff Remark: An emergency order to vacate is for an extreme life safety situation that could lead to the immediate loss of life. It is difficult to imagine the exact situations this could cover but could include structural failure where a property would be subject to collapse. What would not be covered would be a hole in the drywall. While these two examples are extreme the point is an emergency order to vacate is something that would not be taken lightly and would even subject the City to liability if used incorrectly.

Questions on who would be responsible for the repairs or who pays for temporary housing are secondary to the fact that the situation is dire and needs to be immediately remedied.

The above notice and order shall be served upon the owner and tenant personally, or by phone, fax, or e-mail (due to the urgency of the emergency order) if immediate personal service cannot be accomplished after reasonable attempts and by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. The owner may appeal the order by filing a written notice of appeal with the Housing Appeals Board within twenty-four (24) hours of the service of the order. The sole issue on appeal is the cited violation. Time to comply or vacate may not be an issue on an appeal of the order, nor will the filing of an appeal extend the number of days before the premises must be vacated. The Code Enforcement Officer, upon issuing an emergency order to vacate, shall post upon the dwelling a placard designating the dwelling as unfit for human habitation. No dwelling which has been placarded shall again be used for human habitation until a written approval is secured from and such placard is removed by the Code Enforcement Officer. The Code Enforcement Officer shall remove such placard



whenever the violation upon which the placarding action was based has been eliminated. No person shall deface or remove the placard from any dwelling which was the subject of an emergency order to vacate and placarded as such. An emergency order to vacate may be judicially enforced and a violation of the emergency order to vacate and the occupancy or sufferance of occupancy of the affected premises after the expiration period provided in the order constitutes a municipal infraction as defined in Chapter 4 of this Code of Ordinances.

### 158.06 HOUSING APPEALS BOARD.

1. Established. In order to provide for interpretation of the provisions of this chapter and to hear appeals provided for under this chapter, there is established a Housing Appeals Board (hereinafter in this section referred to as the Board) consisting of three (3) members who are residents of the City of Carroll, who do not hold any elective office in the municipal government, and who are appointed by the Mayor subject to the approval of the Council. Members are appointed for staggered terms of five (5) years. If any vacancy exists on the Board caused by resignation or otherwise, a successor shall be appointed for the remainder of the term.

2. Compensation. All members of the Board shall serve without compensation except for their actual expenses accrued, which shall be subject to the approval of the Council.

3. Officers. Such Board shall choose, annually, at its first regular meeting, one of its members to act as Chairperson of the Board, and another of its members as Vice Chairperson, who shall perform all the duties of the Chairperson during his or her absence or disability. The Board may also choose one of its members to act as Secretary or choose a non-board member to act as Secretary, who shall record all minutes and proceedings of the Board and who shall be responsible for filing same in the office of the Housing Appeals Board.

4. Jurisdiction. Any person affected by a written notice and/or order issued under this chapter which is specifically subject to appeal, may appeal to the Board by filing a written appeal specifying the grounds therefor within the time limits provided. Appeals shall include requests for additional time and variances allowed under this chapter. The filing of an appeal does not delay the time for compliance with a notice or order unless the Board fails to determine the matter within the time limit provided for compliance with the notice or order in which case such time for compliance shall automatically be extended to the time such determination is made except in the instance of an emergency order.

5. Procedures.

A. The Board, upon receipt of a written appeal, shall set a time and place for the hearing. The applicant shall be advised, in writing, of such time and place at least seven (7) days prior to the date of the hearing. At such a hearing the appellant shall have an opportunity to be heard and to show cause as to

**Commented [MP19]:** Comment #13: change three (3) to five (5) members. Delete, "who resides of the City of Carroll".

Staff Remark: This is a policy decision by the Council.

**Commented [MP20]:** Comment #60: Who will be on the board? If the mayor is appointing them will there be guidelines for qualifications, experience, previous landlord/tenant, current landlord tenant. Guarantee board will be impartial to anyone that is involved? An advisory board that would include both tenants, landlords, and community members could be an option?

Staff Remark: As with other boards and commissions of the City, individuals are sought from a range of backgrounds based on the board the City is looking for individuals to serve on. This would not be any different. State law provides that individuals with a conflict of interest need to disclose such conflict and abstain from voting on matters that they have a conflict related to.

**Commented [MP21]:** Comment #14: after "Mayor subject to the approval of the council." Add: Members of the board shall consist of one member who actively manages more than the (10) residential units in the City of Carroll, one member the actively manages less than ten (10) residential units in the City of Carroll, one member that is a tenant in a residential unit in the City of Carroll, one person that has knowledge of construction methods based on actual experience, and one person having a real estate license and is actively involved in the sale of real estate in Iowa.

Staff Remark: This is a policy decision by the Council. While it could be easy to make the initial appointments to the board, over time it could become difficult. Staff would recommend against being so specific and would suggest keeping it more general. Additionally, others in the community may have just as much of an interest. What about requiring property owners that do not own rental units but are living adjacent to a rental unit? The suggested language is a very narrow view of who has an interest in this issue.

**Commented [MP22]:** Comment #15 and #45: After "Secretary," insert, The city will provide any needed secretarial services to this board.

Staff Remark: This is already provided to all of the City's boards and commissions without this type of language elsewhere in the Code. This would be provided to this board without the need of this language.



why such notice or order should be modified, extended, revoked, or why a variance should be granted. The Board, by a majority vote, may sustain, modify, extend, or revoke a notice or order and grant or deny a variance.

B. The Board may grant additional time for compliance with a notice or order where specifically recognized by this chapter. However, the Board may, by an express determination, retain jurisdiction of a matter concerning additional time and make tentative extensions to be finally determined at a later date and time by the Board. In the event that additional time or tentative extensions are granted, the Board shall make specific findings of fact based on evidence relating to the following:

- (1) That there are historical or practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order; and
- (2) That such additional time or a tentative extension is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare. Except under extraordinary circumstances, the grant of additional time, including the sum of tentative extensions shall not exceed twelve (12) months.

C. The Housing Appeals Board may grant a variance in a specific case and from a specific provision of this chapter subject to appropriate conditions; and provided the Board makes specific findings of fact based on the evidence presented on the record as a whole, and related to the following:

- (1) That there are historical or practical difficulties or unnecessary hardships in carrying out a strict letter of any notice or order; and
- (2) That due to the particular circumstances presented, the effect of the application of the provisions would be arbitrary in the specific case; and
- (3) That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect; and
- (4) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare.

D. Upon appeal or the request of the Code Enforcement Officer, the Board may consider the adoption of a general variance. The Board by a majority vote may establish a general variance for existing structures which cannot practicably meet the standards of the Rental Housing Code. Prior to considering any general variance, public notice shall be given. A general variance, if granted, shall:

- (1) State in what manner the variance from the specific provision is to be allowed; and
- (2) State the conditions under which the variance is to be made; and
- (3) Be based upon specific findings of fact based on evidence related to the following:
  - (a) That there are practical difficulties or unnecessary hardships in carrying out the strict letter of the specific provision, common to dwellings, dwelling units, or rooming units to which the variance will apply, and
  - (b) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

6. Amendments. Additionally, the Housing Appeals Board may on its own motion recommend improvements, amendments or modifications to this chapter.

#### 158.07 MINIMUM STRUCTURE STANDARDS FOR ALL RENTAL DWELLINGS.

1. Supplied Facility. Every supplied facility piece of equipment or required utility shall be constructed and/or installed so that it will function safely.
2. Kitchens. Every dwelling unit shall have a kitchen room or kitchenette equipped with the following:
  - A. An approved kitchen sink.
  - B. Space capable of properly accommodating a refrigerator and a stove or range.
  - C. Proper access terminals to utilities necessary to properly operate a refrigerator and stove or range.
  - D. Adequate space for the storage and preparation of food.
3. Water Closet Required. Every dwelling unit shall contain an approved water closet.
4. Bath Required. Every dwelling unit shall contain an approved bathtub or shower.
5. Lavatory Basin Required. Every dwelling shall contain an approved lavatory basin within or adjacent to the room containing the toilet.
6. Privacy in a Room Containing Toilet and Bath. Every toilet and every bath shall be contained within a room or within separate rooms which afford privacy for a person within said rooms.
7. Water Heating Facilities Required. Every kitchen sink, bath and lavatory basin required in accordance with the provisions of this chapter shall be properly

**Commented [MP23]:** Comment #72: What is the definition of approved?

Staff Remark: This is language that is similar to other rental housing codes used by other cities in Iowa. Providing flexibility many times helps in the success of a code. When there may be a disagreement between the inspector and owner on how the code is being applied, an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board being created.

**Commented [MP24]:** Comment #18 and #48: The following terms are vague, highly subjective, and need more specific definition or removed from the document. To run a business successfully, subjective items create difficulty in planning and implementing the daily maintenance and upkeep of any organization, large or small. Following are examples in the current Draft Code, that are of such a nature, that fair and unbiased inspections will be very difficult. And no, owners do not want to spend time in front of the Appeals Board defending their property from criteria that is in the mind of an inspector or other city employees.

Page 15 158.07 paragraph D. What is adequate space? Measurements should be given for the space that will pass inspection.

These are but a few example of vague and ambiguous terms that will lead to arguments and complaints to the newly created Housing Appeals Board.

Comment #73: What constitutes adequate space?

Staff Remark: This is language that is similar to other rental housing codes used by other cities in Iowa. Providing flexibility many times helps in the success of a code. When there may be a disagreement between the inspector and owner on how the code is being applied, an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board being created.

connected with supplied water heating facilities. Every supplied water heating facility shall be properly connected and shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every kitchen sink and lavatory basin required under the provisions of this chapter at a temperature of not less than one hundred twenty degrees (120°) Fahrenheit [forty-eight degrees (48°) centigrade]. Such supplied water heating facilities shall be capable of meeting the requirements of this section when the required space heating facilities are not in operation.

8. Connection of Sanitary Facilities to Water and Sewer Systems. Every kitchen sink, laundry sink, mop sink, toilet, lavatory basin, and bath shall be properly connected to an approved water and sewer system.

9. Exits.

A. Every dwelling unit and every rooming unit shall have access directly to the outside or to a public corridor.

B. Every rental dwelling shall have at least two (2) exits as a means of egress from each floor, one of which may be a window. This requirement applies to the ground floor and above and basements that include sleeping rooms.

C. All windows used as exits for means of egress shall have a minimum net clear opening of 4.0 square feet and the minimum net clear opening dimensions shall be at least twenty-four (24) inches by twenty (20) inches. Exception: Windows of slightly lesser dimensions which were installed in conformance with a previous building code may be approved by the Code Enforcement Officer providing they have minimum net clear opening dimensions of at least twenty-two (22) inches by eighteen (18) inches. Where windows are provided as means of egress or rescue, they shall have finished sill height not more than forty-four (44) inches above the floor, except that a step or step stool may be used to maintain the 44-inch sill height requirement. ~~If the sill of a window provided for egress is more than eight (8) feet above grade, a portable escape ladder must be provided and must be stored in the same room as the egress window.~~

D. New dwelling units shall have exits as required by the Building Code and Fire Code of the City of Carroll.

E. Every means of egress shall comply with the following requirements:

(1) Handrails. All stairways comprised of four (4) or more risers shall be provided with a substantial and safe handrail. Unenclosed floor and roof openings, open and glass sides of landings and ramps, balconies or porches which are more than thirty (30) inches above grade or above the floor below, ~~and any emergency egress pathway~~

**Commented [MP25]:** Comment #74: maybe – why wouldn't they if they were built to code?

Staff Remark: Older homes with inadequately sized egress openings put public safety personnel and volunteer fire fighters at risk. Smaller openings make it impossible to enter a window with needed air respirator equipment. Volunteer fire fighters should not be placed in this type of situation.

~~across a roof with a slope of more than 10 degrees shall be provided with a substantial and safe guardrail.~~

(2) Every stairway shall have a width, riser height and tread width which shall be adequate for safe use.

(3) Doors and windows readily accessible from outside the unit shall be lockable from inside the unit.

(4) Every doorway providing ingress or egress from any dwelling unit, rooming unit or habitable room shall be at least six (6) feet high and twenty-two (22) inches wide.

(5) Designated egress doorways and windows in all rental dwellings on any floor with more than four (4) dwelling units or more than six sleeping rooms in the case of a rooming house, shall be marked with illuminated exit signs.

10. Ventilation.

A. Every dwelling unit and rooming unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, mold, and other harmful air pollutants.

B. Every window or other device with openings to the outdoor space, used for ventilation, shall be supplied with screens of not less than sixteen mesh per inch.

C. Every system of mechanical ventilation, such as air conditioners and vent fans shall be maintained in operable condition.

11 Heating. Every dwelling shall have heating facilities which are properly installed and are capable of safely and adequately heating all habitable rooms, bathrooms, and toilet rooms located therein to a temperature of at least sixty-eight degrees (68°) Fahrenheit [twenty degrees (20°) centigrade] and shall be capable of maintaining in all said locations a minimum temperature of sixty-five degrees (65°) Fahrenheit, [eighteen degrees (18°) centigrade] at a distance of three (3) feet above the floor level at all times. Such heating facilities shall be so designed and equipped that heat, as herein specified, is available for all dwelling units and rooming units.

12. Electrical Requirements. Every habitable room shall contain at least two separate floor or wall-type electrical double convenience outlets which shall be situated a distance apart equivalent to at least twenty-five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly installed. Every habitable room, toilet room, laundry room, furnace room, basement and cellar shall contain at least one supplied ceiling or wall-type electric light fixture or switched outlet. Every such outlet and fixture shall be properly installed. Temporary wiring or extension cords shall not be used as permanent wiring.

**Commented [MP26]:** Comment #75: What constitutes safe use? Who decides what is adequate?

Staff Remark: This language is similar to what is used by other Iowa cities in rental housing codes. Current building code requirements (7 3/4 " max rise and 12" minimum run) would not be appropriate, especially to older units. Providing flexibility allows an inspector to review individual situations. Ultimately if there is a disagreement on a situation an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board.

**Commented [MP27]:** Comment #76: Who set these guidelines? Owner provides boiler heat along with baseboard heating – tenant refuses to use baseboard heaters so they don't have to pay for it.

Staff Remark: As long as the permanent heating system, in the above example both boiler heat and baseboard heat, can maintain these temperatures then there would be no violation. A property owner is not required to pay for heat, simply that they have a permanent heating system that can maintain the minimum temperatures.

The World Health Organization's standard for minimum warmth for all individuals is 20 °C (68 °F).

13. Minimum Space, Use and Location Requirements.

A. Habitable rooms shall have a floor area of not less than 70 square feet.

**Exception:** Kitchens.

B. **Sleeping Rooms.** In every dwelling unit of two or more rooms and every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor space and every room occupied for sleeping purposes by two occupants shall contain at least one hundred (100) square feet of floor space per sleeping room. An additional thirty (30) square feet per room is needed for each additional occupant, with maximum bedroom occupancy of four (4). Example: 1 sleeping room with 4 occupants = 160 Sq. Ft. Exception: The maximum occupancy of a sleeping room may be exceeded by one (1) child under the age of five (5) years, provided that the maximum occupancy of the dwelling unit is not exceeded.

C. **Ceiling Height.** The ceiling height of every habitable room shall be at least six feet four inches (6'4"). In any habitable room where the ceiling is a part of a sloping roof, at least one-half of the floor area shall have a ceiling height of at least six feet four inches (6'4"). "Floor area," as used in this subsection, means the area of the floor where the vertical measurement from floor to ceiling is five (5) feet or more. Obstruction of space by such items as water and gas pipes, cabinetry, etc., shall be permitted when such obstructions are located within two (2) feet of a partition or wall, do not interfere with an emergency ingress and egress, and are approved by the Code Enforcement Officer. Obstruction of a ceiling space shall be permitted when such obstruction is located at a height of not less than six feet four inches (6'4") from the floor.

14 **Direct Access.** Access to each dwelling unit or rooming unit shall not require first entering any other dwelling unit or rooming unit (except that access to a dwelling unit or a rooming unit may be through a living area of a unit occupied by the owner-operator of the structure). No dwelling unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hallway, basement, or to the exterior of the dwelling unit or rooming unit.

15. **Lighting of Public Halls and Stairways.** Public passageways and stairways in dwellings accommodating two to four dwelling units or rooming units shall be provided with convenient wall-mounted light switches which activate an **adequate lighting system**. Public passageways and stairways in buildings accommodating more than five (5) dwelling units or rooming units shall be lighted at all times with

**Commented [MP28]:** Comment #57: We are not responsible if tenants choose to sleep in areas that are not meant for that purpose, that is out of our control.

Staff Remark: Agree; however, it is a shared responsibility to ensure that spaces that are not intended for sleeping are not used for sleeping. The tenant's responsibility is addressed in section 158.09 RESPONSIBILITIES OF OCCUPANTS paragraph 8.

**Commented [MP29]:** Comment #77: How will owners know when or who is going to be sleeping in each room. How do you police that? Many time closets are used as bedrooms even after tenant has been told it is unacceptable. Tenant can not afford additional rent for additional people so half the time we are not even aware extra people are living there and using unauthorized areas. By the time you go to inspect after 24 hour notice there is no evidence or way to prove.

Staff Remark: Agree; however, it is a shared responsibility to ensure that spaces that are not intended for sleeping are not used for sleeping. The tenant's responsibility is addressed in section 158.09 RESPONSIBILITIES OF OCCUPANTS paragraph 8.

Not only does this place the individual in danger but is a situation that also places public safety personnel in danger, especially when there is a fire. When there is a fire, Volunteer Firefighters will risk their life to retrieve individuals that are in unapproved and difficult to access locations.

**Commented [MP30]:** Comment #112: There are some areas in the code that specify certain dimensions of rooms and slanted ceiling heights, etc. Many of the rental houses in Carroll are older homes and some homes may have to be renovated quite a bit to comply with these codes. Many homeowners probably have certain areas in their homes that may not meet the standards of these codes either.

**Commented [MP31]:** Comment #78: What is adequate? Who determines?

Staff Remark: This language is similar to what is used by other Iowa cities in rental housing codes. Providing flexibility allows an inspector to review individual situations. Ultimately if there is a disagreement on a situation an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board.

an adequate artificial lighting system, except that such artificial lighting may be omitted from sunrise to sunset where an adequate natural lighting system is provided. Whenever the occupancy of a building exceeds one hundred (100) persons, the artificial lighting system as required herein shall be on an emergency circuit.

16. **Fire Extinguishers; Minimum Approved Type.** All rental dwelling units and rooming houses shall have a two and one-half pound type “ABC” fire extinguisher, or have access to a fire extinguisher within seventy-five (75) feet of any unit, which is approved by the Code Enforcement Officer or Fire Chief. Fire extinguishers shall be properly hung in an area of easy access or hung inside a cabinet under the kitchen sink. Extinguishers may not be located or mounted over the kitchen range (stove/oven).

**Commented [MP32]:** Comment #79: See comment #91 on page 26)

**Commented [MP33]:** Comment #103: As far as fire extinguishers, is the city going to give instructions to the tenants on how to use one? Do you all on the council have a fire extinguisher in your home?

Staff Remark: Fire extinguishers can be a small but important part of the home fire safety plan. They can save lives and property by putting out a small fire or suppressing it until the fire department arrives. Small fires that could be put out with a fire extinguisher many times lead to larger fires with major damage by the time the fire department arrives. This also places public safety personnel in jeopardy for something that could have been stopped before it becomes an issue.

**Commented [MP34]:** Comment #31: My tenants would prefer buying their own fire extinguishers but if I have to install one on page 19 line 16, it says I have to have it properly hung. I do not feel in the code it should read properly hung because in some units it might not be in a proper place as in a living room or kitchen that would ruin their decor and look like an institution Instead of a home. I would like to have one possibly put inside a cabinet or closet. No woman would tolerate a fire extinguisher full view in any living area exposed in their decor. Where is yours exposed or is it in a closet ??? What is the 1st thing we are told when there is a fire--"GET OUT OF THE HOUSE AND CALL 911 So if a tenant goes for a fire extinguisher and then gets smoke inhalation in trying to get the fire out. Just who is liable? We both know the city will not be responsible. Again the landlord. No one wants to be a hero. Lives are the most important to get out of the fire. Where is the safety for an untrained person to put out a fire?

Staff Remark: Clarification has been added that a fire extinguisher may be located in a cabinet under the kitchen sink. No one is suggesting that an untrained person should put out a fire that they feel uncomfortable addressing; however, in many cases kitchen fires can be put out before they become larger fires.

17. Early Warning Fire Protection. All rental units shall have a centrally located smoke detector on each level and one in each bedroom.

18. A carbon monoxide detector located a maximum of four (4) feet off the floor or where recommended by the manufacturer, shall be provided on the main level and on each level with bedrooms. Exception: Units without gas piping may omit carbon monoxide detectors provided they do not have an attached garage.

19. Water Closets and Lavatory Basins. At least one approved water closet and one approved lavatory basin shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator's family whenever they share the said facilities, provided that in a rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half of the required number of water closets.

20. Baths. At least one approved bath shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator's family whenever they share the use of the facilities.

21. Location of Communal Toilets and Baths. Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rooming unit.

22. Communal Kitchens. If a communal kitchen is supplied, it shall comply with the following requirements:

A. The minimum floor area of a communal kitchen shall be fifty (50) square feet. Floor area shall include that part of the floor occupied by cabinets and appliances. If the dining area is separate from the kitchen area, it shall have a minimum floor area of fifty (50) square feet.

B. The minimum floor area of a communal kitchen in which roomers are permitted to prepare and eat meals shall be one hundred (100) square feet.

C. The communal kitchen shall be equipped with the following:

(1) A refrigerator with an adequate food storage capacity.

(2) An approved kitchen sink.

(3) A stove or range.

(4) At least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.

(5) At least six (6) square feet of surface area which is easily cleanable and suitable for the preparation of food.

**Commented [MP35]:** Comment #56: It should not be landlord's responsibility for smoke detectors that tenants have disassembled, removed, taken out battery, etc., we provide the smoke detectors but they take them apart.

Staff Remark: Agree. Language has been added

**Commented [MP36]:** Comment #80: Why 1 in each bedroom? Is that Iowa Code? No?

Comment #102: Our concern in this section is the smoke detectors and fire extinguisher. The state code does not require a smoke detector in each bedroom. Do you all on the council have a smoke detector in each bedroom? We do not.

Staff Remark: Iowa Code requires 1 in each bedroom in bedrooms built on or after July 1, 1991 and in "immediate proximity" of all bedrooms for units built prior to July 1, 1991. With that said, this requirement is not unusual in communities with rental codes and with a volunteer Fire Department. Cities are permitted to have codes that are more restrictive than state law. They can not have a code that is less restrictive than state law.

**Commented [MP37]:** Comment #81: State requirements for CO2 detectors?

Staff Remark: This section follows Iowa Code 100.18, which requires a carbon monoxide detector in rental units with gas furnace or attached garages.

**Commented [MP38]:** Comment #19 & #49 (Also see comment #18): "adequate size suitable for the storage of food and eating and cooking utensils" Once again, a square foot measurement is necessary.

Staff Remark: This is language that is similar to other rental housing codes used by other cities in Iowa. Providing flexibility many times helps in the success of a code. When there may be a disagreement between the inspector and owner on how the code is being applied, an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board being created.



(6) An eating surface and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.

D Every communal kitchen shall be located within a room accessible to the occupants of each rooming unit sharing the use of such kitchen, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.

23. Kitchens: Stoves and Refrigerators. Kitchens or kitchenettes in all rental dwellings shall be supplied with a stove or range and a refrigerator by the owner, operator, or tenant(s).

24 Shades, Draperies and Window Coverings. Every window in rooms used for sleeping rooms in rooming units and furnished dwelling units shall be supplied with shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants. Every window in rooms used for sleeping purposes in unfurnished dwelling units shall be supplied with hardware necessary to support shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants.

**Commented [MP39]:** Comment #82: We try to have blinds in every unit and ¼ of them are broken, tore off, or inoperable due to tenant behavior. Who pays to have those replaced? If they do not value their privacy why should we continually fix or provide new window covering for existing tenants?

Comment #104: Another concern in this area is the "shades, draperies, and window coverings". Is that Safety? The issue of whether the landlord should supply window coverings should be between the tenant and the landlord.

#### 158.08 RESPONSIBILITIES OF OWNERS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.

1. Maintenance of Structure.

A. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk, and appurtenance thereto shall be maintained in safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.

B. Every foundation, floor, exterior wall, exterior door, window, and roof shall be maintained in reasonably weather-tight, watertight, rodent proof and insect proof condition.

C. Every door, door hinge, door latch, and door lock shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within its frame.

D. Every window, existing storm window, window latch, window lock, and other aperture covering, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame.

E. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition, and where appropriate, shall be capable of affording privacy.

**Commented [MP40]:** Comment #83: How is that even possible? What would you do to make sure a mouse, snake, spider will not get in. Even brand new homes built can not guarantee rodent or insect proof.

**Commented [MP41]:** Comment #20 & #50 (Also see comment #18 and #19): Define "reasonably well".

Staff Remark: This is language that is similar to other rental housing codes used by other cities in Iowa. Providing flexibility many times helps in the success of a code. When there may be a disagreement between the inspector and owner on how the code is being applied, an appeal to the housing appeals board is highly appropriate and the purpose of the appeals board being created.

**Commented [MP42]:** Comment #84: Many time tenants take doors off rooms, closets or anywhere they feel it is not needed.

**Commented [MP43]:** Comment #85: Windows broke by tenants. Locks on windows broke off, windows left open because owner pays for heat, screens ripped or pulled out due to children running thru them or negligence of tenant. What recourse do owners have?

2. Maintenance of Accessory Structures. Every foundation, exterior wall, roof, window, exterior door, basement hatchway, and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a



harborage for rats or other vermin and shall be kept in a reasonably good state of repair.

**Commented [MP44]:** Comment #86: Who decides what is reasonable?

3. Rainwater Drainage. All eaves, downspouts, and other roof drainage equipment on the premises shall be maintained in a good state of repair and so installed as to direct rainwater away from the structure.

4. Grading, Drainage and Landscaping of Premises. Every premises shall be graded and drained so no stagnant water will accumulate or stand thereon. Every premise shall be continuously maintained by suitable landscaping with grass, trees, shrubs, or other planted groundcover designed to reduce and control dust. Exception: This chapter shall not affect the existence or maintenance of storm water detention systems.

**Commented [MP45]:** Comment #87: Who decides what is suitable? Landscaping can vary widely.

**Commented [MP46]:** Comment #16 & #46: delete, "with grass, trees, shrubs, or other planted", with ground cover.

Staff Remark: This could be left to be overly vague. What is acceptable to one could be unacceptable to others. Would gravel be an acceptable ground cover? Weeds? Tires?

5. Chimneys and Smoke Pipes. Every chimney and every supplied smoke pipe shall be adequately supported, reasonably clean, and maintained in a reasonably good state of repair.

6. Protection of Exterior Wood Surfaces. All exterior wood surfaces of a dwelling and its accessory structures, fences, porches, and similar appurtenances shall be reasonably protected from the elements and against decay.

7. Means of Egress. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.

8. Hanging Screens and Storm Windows. The owner or operator of the premises shall be responsible for hanging all screens and storm windows required by this code, except when there is a written agreement between the owner and the occupant to the contrary. Screens shall be provided no later than the first day of June of each year and storm windows shall be provided no later than the first day of December of each year.

9. Electrical System. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing, or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch, and fixture shall be maintained in good and safe working condition. The owner or operator shall supply properly sized fuses or equivalent, at the beginning of each tenant's occupancy.

**Commented [MP47]:** Comment #55: Landlords should not be responsible for tenants placing items in the way of control panels.

Staff Remark: Agree. Language to this affect has been added to 158.09.09.

10. Maintenance of Supplied Plumbing Fixtures. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition. All plumbing shall be so designed, installed or replaced so as to prevent contamination of the water supply through backflow, back siphonage, or cross-connection. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times.

**Commented [MP48]:** Comment #88: Toilets running or leaking and tenant does not make owner aware. Most don't care because owner pays water and there is not repercussion to tenants.

11. Maintenance of Gas Appliances and Facilities. Every gas appliance shall be connected to a gas line with rigid black-iron piping except that listed metal appliance

Numerous stoppage because of item put in plumbing – sinks, toilets that do not belong there. Ex food in kitchen sink, toys in toilet – sanitary product, wipes.. Who takes care of that?

connectors or semi-rigid tubing may be used if approved by the Code Enforcement Officer. Every indoor gas appliance shall have an approved shutoff valve, which shall be installed in the gas line outside of each appliance and ahead of the union connection thereto, in addition to any valve provided on the appliance. Said valve shall be clearly visible and located in the same room as the appliance. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, or obstruction so as to reduce gas pressure or volume. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.

**Commented [MP49]:** Comment #32: gas lines that were put in when built should be grandfathered in now.

Staff Remark: Agree. Rigid iron piping has always been required for gas appliances. The language has been revised to allow both rigid iron piping and rigid black iron piping.

12. Maintenance of Heating and Supplied Cooling Equipment. The heating equipment of each dwelling shall be maintained in good and safe working condition and shall be capable of heating all habitable rooms, bathrooms, and toilet rooms located therein to the minimum temperature required in this chapter. However, heating and supplied cooling equipment shall not be required to be maintained in operational condition during that time of the year when the equipment is not normally used.

13. Floors - Kitchen and Bathrooms. Every toilet room floor surface, bathroom floor surface, and kitchen floor surface shall be constructed and maintained so as to permit such floor to be easily kept in a clean, dry, and sanitary condition.

**Commented [MP50]:** Comment #89: Bathrooms not kept in sanitary condition – even with young children living in units Therefore causing further damage or necessitating replacement of floors.

14. Supplied Facilities. Every facility, utility, and piece of equipment required by this chapter and/or present in the unit and/or designated for the exclusive use by the occupants of the unit at the time that either the rental agreement is signed or possession is given shall function safely and shall be maintained in proper working condition. Maintenance of facilities, utilities, and equipment not required by this chapter shall be the owner's responsibility unless stated to the contrary in the rental agreement. No required supplied facility shall be removed, shut off, or disconnected from any occupied dwelling unit or rooming unit except for such temporary interruption as may be necessary while actual repairs, replacements, or alterations are being made.

15. Refrigerators and Stoves. All supplied refrigerators, stoves, and ranges shall be maintained in good and safe working condition.

**Commented [MP51]:** Comment #90: What if tenant breaks/who is responsible? If unit breaks then changes to tenant replacing.

16. Toilets, Baths and Lavatory Basins. All toilets, baths, and lavatory basins shall be maintained in good and sanitary working condition.

17. Fire Protection. All fire extinguishers and early warning fire protection systems shall be maintained in good working condition at all times and shall be provided at the beginning of each tenancy.

**Commented [MP52]:** Comment #91: Why is that the responsibility of owner? Insurance doesn't require one – Why should the City? Who is going to teach tenant to use? Damage can be done with improper or non-emergency use of fire extinguisher. Who is going to cover those damages? Tenant may feel they don't need to call fire department if they think they can put out themselves. Tenants should call 911 right away and leave residence.

18. Covered Cisterns. All cisterns or similar water storage facilities shall be fenced, safely covered, or filled in such a way as not to create a hazard to life or limb.

19. Sealed Passages. All pipe passages, abandoned gas lines, chutes, and similar openings through walls or floors shall be adequately enclosed or sealed to prevent the spread of fire or passage of vermin.

20. **Pest Extermination.** Whenever infestation exists in two or more of the dwelling units or rooming units of any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units or more than one rooming unit, extermination thereof shall be the responsibility of the owner. For dwellings containing two or more dwelling or rooming units where a pest infestation is found the property owner shall be allowed thirty (30) days to treat the pest infestation. If, after thirty (30) days, the infestation remains, the property owner shall carry the responsibility of having the infested units treated by a licensed pest management professional of a licensed pest management company. The owner shall be required to perform quarterly treatments for a period of one year from date of first treatment after the initial thirty (30) days. The owner shall retain records from the licensed pest management professional and shall be made available to the Housing Inspector upon request at the one-year re-inspection. Failure to do so shall result in revocation of rental permit and all occupants will be vacated.

**Commented [MP53]:** Comment #6 & 44: To the paragraph in first line start with the following: "Whenever only one unit of a dwelling is infected with insects or other pests, the occupant of the infected unit will be responsible for extermination." When infestation exists in two or more of the dwellings units.... ( continue as written in the code)

Staff Remark: While this comment has merit, when only one unit is involved this should be left up to the owner/tenant.

**Commented [MP54]:** Comment #92. From past experience pest issues are not resolved because tenant does not do necessary items to keep their unit pest free. Pests then travel to other units. Ex – cockroaches – tenant does not keep food, garbage cleaned up or does not even make owner aware because of the way they live in unit. Ex = bed bugs = extensive washing/drying of everything in unit is necessary to rid bed bugs – multiple treatments are sometimes necessary and tenant does not do required checklist – who's going to pay for?

21. Owner to Let Clean Units. No owner shall permit occupancy of the vacant dwelling unit or rooming unit unless it is clean, sanitary, and fit for human occupancy.

22. Maintenance of Public Areas. Every owner or operator of a dwelling containing two or more dwelling units or more than one rooming unit shall be responsible for maintaining, in a safe and sanitary condition, the shared public areas of the dwelling and premises thereof, unless there is a written agreement between the owner and occupant to the contrary.

23. Maintenance of Fencing. Every fence shall be kept in a reasonably good state of repair or shall be removed.

**Commented [MP55]:** Comment #93: Who decides what constitute safe and sanitary?

**Commented [MP56]:** Comment #17 & #47: "agreement", add, ore explained in written form that signed by the occupant and owner.

Staff Remark: That would be covered in the language as currently proposed.

**Commented [MP57]:** Comment #41: Fences - What exactly will be the wording?? These are but a few examples of vague and ambiguous terms that will lead to arguments and complaints to the newly created Housing Appeals Board.

Staff Remark: The proposed language allows discretion on the part of the inspector. As has been cited in several court cases over the years and used by the US Supreme Court "I know it when I see it" and is why there is an appeals board available to take concerns to.

24. **Garbage Disposal.** Every owner of a dwelling shall supply adequate facilities for the disposal of garbage which are approved by the Code Enforcement Officer and are in compliance with this Code of Ordinances.

**Commented [MP58]:** Comment #94: Garbage facilities are provided and tenant still leaves in hallways, their closets or dumps right outside of dumpster.

25. **Occupancy Control.** No owner or operator shall knowingly allow the occupancy of a dwelling, dwelling unit, or rooming unit to exceed the number of persons listed on the rental permit.

**Commented [MP59]:** Comment #95: Who and how is it decide the occupancy on the rental permit.

26. **Lead Paint.** In all pre-1978 buildings, no owner or operator shall allow painted surfaces to be peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate. This shall not be required of properties that have been certified lead-based paint free by a certified lead-based paint inspector.

Staff Remark: It will be based on the "Minimum Space, Use and Location Requirements" for a sleeping room listed in section 158.07.13.B.

3/5/2020 - Working Document

**158.09 RESPONSIBILITIES OF OCCUPANTS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.**

1. Occupant Responsible for Controlled Area. Every occupant of a dwelling unit or rooming unit shall keep in a clean, safe, and sanitary condition that part of the dwelling, dwelling unit, rooming unit, or premises thereof he or she occupies and controls.

A. Every floor and floor covering shall be kept reasonably clean and sanitary.

B. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.

**Commented [MP60]:** Comment #65: What is the city going to do to help property owners?

Ex. Tenant destroys property, tenant does not hold up there end of the lease, drugs or illegal activities are found in the unit, (Police are unable to do anything specifically even if brought in to the apartment as when it goes to court it gets dismissed as they have no way of actually proving who the drugs belong to), tenant living in filthy, unsanitary conditions and refuse to clean unit, tenants are purposely damaging unit and then refuse to pay rent?

- See attached thumb drive for pics of tenant damages and living conditions

How will the process work if tenant is found to be in violation of their responsibilities?

Staff Remark: The proposed rental code provides some remedies to address these concerns, the City is limited on how it can address this type of situation. Ultimately, a lease agreement is between the tenant and property owner, and not the City and tenant. The property owner is the first line of defense and to that end they need to actively manage their property to ensure they don't have an issue.

A tenant that is found in violation of the rental housing code could be subject to the penalties found in Section 158.10. Generally, the City works to remedy an issue and would use the penalty section as a last resort.

**Commented [MP61]:** Comment #96: Who is going to enforce these responsibilities? When numerous inspections are needed who is going to pay for inspections? Should be tenants. Tenants will not call and let anyone know if there is a chance they will be responsible.

Staff Remark: If there is a violation found during an inspection related to items listed in section 158.09, the property owner generally will not be held responsible as these would generally be out of their control. A property owner would not be charged a reinspection fee for these types of items and ultimately the City could impose a fine as outlined in section 158.10; however, issuing a fine would be a last resort if compliance could not be reached.

**Commented [MP62]:** Comment #105: How do you think we or the city are going to get the occupant to apply to these? Sometimes there are tenants who trash our properties and leave junk on the premises. Some homeowners have junk and trash on their properties too.

Staff Remark: As with other areas of the City Code, the City works toward compliance and would in this case. There are other properties that have junk and trash on them and when they are discovered the City will work with the property owner to address the issue. This happens a number of times each year.

C. No dwelling or the premises thereof shall be used for the storage or handling of refuse.

D. No dwelling or the premises thereof shall be used for the storage or handling of dangerous or hazardous materials.

2. Plumbing Fixtures. The occupants of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof.

3. Extermination of Pests. Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; every occupant of a dwelling containing more than one dwelling unit or rooming unit shall be responsible for such extermination within the unit occupied by him whenever said unit is the only one infested. Notwithstanding the foregoing provisions of this section, whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

4. Storage and Disposal of Garbage. Every occupant of a dwelling shall dispose of rubbish, garbage, and any other organic waste in a clean and sanitary manner by placing it in the supplied disposal facilities or storage containers required by this chapter.

5. Use and Operation of Supplied Heating Facilities. Every occupant of a dwelling unit or rooming unit shall be responsible for the exercise of reasonable care, proper use, and proper operation of supplied heating facilities.

6. Electrical Wiring. No temporary wiring or extension cords shall be used except extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms, or similar apertures and structural elements or attached thereto. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit.

7. Supplied Facilities. Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof. Occupants shall be responsible for maintaining batteries in all existing and required smoke detectors and/or carbon monoxide detectors.

8. Occupancy Control. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the number of persons listed on the rental permit nor shall they use a room for sleeping that does not meet egress requirements.

9. Electrical Systems. Every occupant of a dwelling unit or rooming unit shall not block and shall keep free access to the unit's electrical systems.

**Commented [MP63]:** Comment #53: If a tenant has combustible materials on the property, it should not be landlord's responsibility for proper storage.

Staff Remark: Agree. This is under the "responsibility of occupants" section.

**Commented [MP64]:** Comment #54: Unproper use of extension cords by tenants is out of our control, we should not be liable for those

Staff Remark: Agree. This is under the "responsibility of occupants" section.

**Commented [MP65]:** Comment #97: Again – who is going to enforce this – tenants that have the electrical turned off due to non payment then use extension cords to plug into the common areas. Then what??

**Commented [MP66]:** Comment #98: Do you think tenants are going to let owner know if there is more people living there? Extremely hard to prove how many people actually live there – Even with video camera and seeing the amount of people in and out each night – tenants do not admit anyone else living there.

Comment #106: As far as occupancy control, there are tenants who all of a sudden have their cousin, friend and/or a pet not allowed in the lease to move in. We as landlords do not have much power to get them out. Will the city help then?

Staff Remark: Not only does this place the individual in danger but is a situation that also places public safety personnel in danger, especially when there is a fire. When there is a fire, Volunteer Firefighters will risk their life to retrieve individuals that are in unapproved and difficult to access locations. When the City is made aware that too many individuals are residing in a property the City Code can be used to address the situation. The rental housing code does not address pets. This would be an issue between the property owner and tenant.

8-10. Early Warning Fire Protection. Every occupant of a dwelling unit or rooming unit shall not disassemble, remove, remove batteries, or otherwise tamper with any early warning fire protection device provided in a unit.

**158.10 PENALTY.** Any violation of the provisions of this chapter may constitute a municipal infraction and shall, upon conviction, be subject to penalties authorized under Chapter 4 of the City of Carroll Code of Ordinances including but not limited to, civil penalty, order for abatement, injunctive relief and other alternative relief. Each and every day that a violation occurs or continues shall be deemed a separate offense. The City may also enforce the provisions of this Chapter by any other cause of action allowed by the City's Code of Ordinances or the State of Iowa Code.

**Commented [MP67]:** Comment #99: Penalties ? = \$ Who decides the penalties, order for abatement?

Comment #107: There is talk about a penalty. Who pays the penalty? The landlord? The tenant? And who receives the money? Certainly not the landlord whose property is being destroyed.

Staff Remark: Based on current codes that are in place, penalties are rare. Only when the City cannot achieve voluntary compliance will the City turn to penalties. The first option has never been to fine or penalize anyone.

On the rare occasion that a penalty would be imposed the fees would go to the City. The City can not create a system that would reimburse a property owner for any loss. That would be a civil issue between the property owner and the tenant.



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION SETTING RENTAL HOUSING FEES

WHEREAS, City Code Chapter 158 requires fees for rental housing permits and inspection fees to be set by a resolution of the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Carroll City Council that the following fee schedule is hereby adopted for rental housing permits and inspections:

Annual Permit Fee:	First unit in a building	\$35.00
	Each additional unit in a building	\$10.00

**Commented [MP68]:** Comment #1. All current and future rental properties registered with the city (\$5 annually).

Staff Remark: Commenter later proposes that the City charge a rental inspection fee. Based on what other communities in our area are doing, staff believes an inspection will cost the City approximately \$80 to \$120 per unit to conduct. Changes would need to be made to the inspection fee schedule to account for the lower annual fee.

Inspection Fee:	Initial inspection	No Fee
	First reinspection	\$35.00 per unit
	Second and subsequent reinspections	\$55.00 per unit

PASSED AND APPROVED by the City Council of the City of Carroll,  
Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY COUNCIL OF THE  
CITY OF CARROLL, IOWA

BY: \_\_\_\_\_  
Eric P. Jensen, Mayor

ATTEST:

By: \_\_\_\_\_  
Laura A. Schaefer, City Clerk

**Commented [MP69]:** Comment #24: Many of the codes say at the discretion of the inspector- we may feel we are within bounds and the inspector says we are not- and then we are charged the \$35.00 fee.

Staff Remark: Staff intends to work with owners and if there is a disagreement, staff will work with the owner to address their concerns to avoid reinspection fee. Additionally, if there is a single simple violation, staff again will work with the property owner to correct the issue and avoid a reinspection fee in those cases.

**Commented [MP70]:** Comment #22: FIRST reinspection fee should be free of charge.

Staff Remark: This is a policy decision for the Council. The fee structure was developed based on the direction that the Council wanted fees to be revenue neutral.

**Commented [MP71]:** Comment #26: Contractors have to get a building permit but when their inspections fail, they get reinspected for free until it is corrected. Why are the contractors treated better than landlords?

Comment #39: Reinspection fee? Contractors don't have to pay for any reinspection

Staff Remark: The fees paid for building permits include customary reinspection fees. If it is expected that the regular rental permit fee would cover reinspections then the annual permit fee would need to increase. While the City has not historically charged a reinspection fee for building permits, the City Code 155.34 does permit it if there would be excessive reinspections. We view that similarly to what is planned for rental housing inspections and the inspector will have discretion on when to charge a reinspection fee.

3/5/2020 - Working Document



## RENTAL HOUSING PROPERTY MAINTENANCE GUIDE

For the complete City of Carroll Code of Ordinances referenced herein, please visit  
<http://www.cityofcarroll.com/city-code>

Dear Landlord:

To get a Head Start on the City's Rental Inspection Program, use this checklist to evaluate the condition of your rental property prior to a routine inspection. By using this guide, you may avoid a lengthy inspection and potentially costly re-inspection fees.

Note: While it is impossible to list every violation of the housing code that may occur, this list contains violations that are commonly found during routine inspections. If a question is answered with a NO response, a code violation is likely to be present.

**Commented [MP72]:** Comment #23: On your rental housing maintenance guide it says " While it is impossible to list all violations of the housing code that may occur, this list contains violations that are commonly found during routine inspections." There again is vague codes as to what really will the codes be and how many additional codes can be added without us even knowing about them.

Staff Remark: The rental housing maintenance guide is exactly that, a guide. It would be impossible to regurgitate the entire City Code in a guide. The guide is meant to list the major components that will be checked. Areas of the City Code that are not noted in the guide will be subject to inspection.

## EXTERIOR PROPERTY/AREA

### Property Maintenance Code

YES	NO	Description/Detail	Code Section
		All Windows/Doors Functional	158.08.1/2
		Property does not have unpainted or peeling paint in excess of 50% of the area	158.08.6
		Property has a paved approach from street to property line. <u>Existing gravel driveways installed prior to the Spring of 2017 are permitted to remain but may not be expanded.</u>	170.08
		Property has all vehicles parked on approved surfaces	69.15
		Property does NOT have an accumulation of weeds and brush	50.02.9
		Property does NOT have an accumulation of garbage or debris	158.08.24
		Property does NOT have any Junk Vehicles on site	51.02
		Property is NOT providing habitation for rodents or wild animals	158.08.1B

### Emergency Response: The following inspection items ensure adequate response during emergency situations

YES	NO	Description/Detail	Code Section
		Property has house numbers clearly visible from the streets	150.02

**Commented [MP73]:** Comment #29: Checklist- property has a paved approach from street to property line Code 170.08 should be grandfathered in.

Comment #40: Concrete Approaches - being discussed to be grandfathered in.

Comment # 109: A paved approach from street to property line is not safety oriented. Yes, it would look better but that is not a safety issue. Many homeowners have gravel approaches. Many homeowners also have other issues listed in this maintenance area. Homeowners should have to comply also.

Staff Remark: Agree. This code section was adopted by the City on November 9, 2015. The City has access to aerial photos from the Spring 2017 and would propose that we use that as the grandfather date since that is after the code was adopted and we have access to aerial photos that can show if a driveway was paved or not. This section applies to all properties, owner occupied and rental.

**Commented [MP74]:** Comment #52: Landlords should not be responsible for the tenants parking on unapproved surfaces when we have provided parking surfaces (code 69.15).

Staff Remark: While the City will work to have a tenant comply, ultimately the property owner is responsible on how the property is being used. The lease agreement is between the tenant and property owner, and not the City and tenant.

**Commented [MP75]:** Comment #30: Issues dealing with exteriors home and property such as lawn, shrubs, fences, retaining wall brush, weeds, trees should be written in for ALL HOMEOWNERS AND LANDLORDS EQUALLY not to be discriminated against landlords.

Staff Remark: As you review the checklist, any item with a code section other than Chapter 158 would apply to homeowners equally. While some may feel this is targeting only rental properties, one duty of the new code enforcement officer is to conduct code enforcement on non-rental properties along with rental properties.

**Commented [MP76]:** Comment #108: When our tenants move in there is no trash, accumulation of weeds, junk vehicles etc. If tenants accumulate these and don't cooperate with our request to clean up this stuff, are you going to help them comply to get rid of it?

Staff Remark: While the City will work with both parties to address the issue the City only has enforcement powers with the owner. A lease agreement is between the tenant and property owner, and not the City and tenant.

**Exterior Structural Issues: The following inspection items deal with exterior structural issues**

YES	NO	Description/Detail	Code Section
		Property has no loose or crumbling plaster	158.08.1A
		Property is properly waterproofed both on the exterior walls and roof	158.08.1/3
		Property has NO broken, rotted, split or buckled exterior walls	158.08.1
		All fences and retaining walls are maintained and NOT in need of repairs	158.08.23
		Chimney is not in danger of falling down or bulging	158.08.5
		Property has no unsafe storage of combustible materials	158.09.1D
		Porch and Deck flooring supports are not defective or deteriorated	158.08.1
		Porch and Deck flooring supports are of sufficient size to support loads imposed	158.08.1

**Sidewalk Compliance: The following inspection items deal with sidewalk safety detailed in the Sidewalk Inspection Program**

YES	NO	Description/Detail	Code Section
		Sidewalks do not present any tripping or falling hazards	136.02.2

**INTERIOR PROPERTY/AREA**

**Electrical Safety Items: The following inspection items deal with electrical systems and electrical safety**

YES	NO	Description/Detail	Code Section
		Electrical panel is clearly labeled with all circuits marked	158.08.9
		Electrical service is sized to handle loads imposed by the property	158.08.9
		Extension cords are sized properly and not running under rugs or furniture	158.09.6
		Unused openings in the electrical panel or cutout boxes are properly closed	158.08.9
		The proper over current protection is installed	158.08.9
		Disconnection points are clearly marked and labeled for each service, feed, or branch circuit	158.08.9
		Electrical room is clearly marked and accessible	158.08.9
		There is a clear and unobstructed means of access to the control panel	158.08.9

**Commented [MP77]:** Comment #27: On the checklist electrical panel must be clearly labeled and circuits marked. What makes this a safety issue???? My tenants are not allowed to do anything with the wiring except trip breakers and change the fuses. If there was a fire, the fire department would pull the main switch and not look at the labels. All older homes should have been grandfathered in at that time-it passed all codes at that time. So it should only be changed if a major remodeling is done to update the system. I am invading my tenants' privacy by going into their bedrooms etc and moving their furniture and belongings in order to check the circuit breakers. Where is their privacy???? Our insurance companies will not insure us if our wiring is not up to code.

Comment #42: Electrical panel has to be clearly labeled. If we mark them and potential liability. They are not supposed to be in the panel. Fire safety comment and they will shut off at the main.

Staff Remark: This has been required in the City of Carroll since 1983 for both new construction and when a property is rewired. The main point is that all circuit breakers should be clearly labeled to their purpose, leaving nobody wondering what they do or do not control. As well, the identification cannot be dependent on transient conditions of occupancy.

**Commented [MP78]:** Comment #110: Tenants are going to use extension cords. We are not going to be able to control this.

**Commented [MP79]:** Comment #28: On the same checklist- what does " the proper overcurrent protection is installed" mean?

Comment #43: We talked about over current statement, which not sure what this means.

Comment #111: As far as marking the electrical room, we can just tell and show our tenants where it is. We do this with every renter. They aren't going to just forget where it is.

Staff Remark: The inspector will check to ensure that the overcurrent protection (fuse/circuit breaker) is properly sized for the wire gauge (size) of the circuit it is protecting. For example, for a #14 gauge wire the maximum AMP permitted is 15 AMP, #12 gauge wire is 20 AMP, #10 gauge wire is 30 AMP and #8 gauge wire is 40-45 AMP.

**Plumbing/Heating Items: The following inspection items deal with mechanical systems (plumbing, heating, air conditioning)**

YES	NO	Description/Detail	Code Section
		Water heaters and boilers have pressure relief valves piped to within 6" of the floor	158.07.7
		Fuel fired equipment does not have missing or corroded flues	158.08.5
		Fuel fired equipment has a shutoff valve installed in the gas piping and it shall be clearly visible and located in the same room as the appliance	158.08.11

**Fire Safety: The following inspection items deal with fire safety and prevention of fires**

YES	NO	Description/Detail	Code Section
		Fire Extinguishers are present	158.07.16
		Fire alarm system, when required, is present and in good operating condition	158.07.17
		Class 1 liquids are not stored in building (ex: gasoline)	158.09.1D
		Smoke Detectors are Operational	158.07.17
		Smoke Detectors are located in required locations	158.07.17

**Structural Items: The following inspection items deal with the overall safety of the building or structure**

YES	NO	Description/Detail	Code Section
		Flooring supports are of sufficient size to support loads imposed	158.08.1A
		Flooring supports are not defective or deteriorated	158.08.1
		Walls and partitions are of sufficient size to carry imposed loads	158.08.1A

**Ingress/Egress Items: The following inspection items deal with entrance and exiting issues**

YES	NO	Description/Detail	Code Section
		All sleeping quarters have appropriate egress exits	158.07.9
		Living and sleeping space is in allowable areas	158.07.13B

**Sanitation Items: The following inspection items deal**

**with sanitation within the structure**

YES	NO	Description/Detail	Code Section
		Bathroom facilities have working toilets, sinks and bathing facilities	158.08.16
		Kitchen area has a working sink and drain	158.07
		Structure has a working properly sized heating unit	158.07.11
		Structure has hot and cold water to all fixture units	158.07
		Structure is connected to proper sanitary sewer system	158.07.8

3/5/2020 - Working Document

**Other Non Code Specific Items Items**

Comment #4: The City of St. Joe Missouri has started a rental housing inspection that has significant merit for the City of Carroll. For the first year of the program, the city makes inspections of all rental housing with no fee. If the property does pass the first inspection, no further inspections are made for five years. The property owner does pay a fee each year after the first year. If the property does not pass the inspection in the first year, the property owner has the opportunity to bring the property up to code within the first year. The property is again inspected after the repair is made. This second inspection has a fee attached. St. Joe started this program July 1, 2019, with the first year ending July 1, 2020. All of this is on the city web site.

Staff Remark: These are policy items for the Council to decide.

Comment #5: St, Joe also has a form for complaints against a property owner that has merit, compared to the City of Carroll. This form is on the St. Joe web site. The items on the form that are significant are identification from the renter and a written description of the specific complaint. This is opposed to the Carroll method of complaint. All readers that have read this far should initial the bottom of the page.

Staff Remark: The City will look at this form for a complaint form for use in the City of Carroll.

Comment #33: Snow removal --- you will now have a database of all landlords and properties and if snow is not removed on time, the notice to remove snow should be given to the person living there as well as the landlords. The person paying the water bill should be charged and not the landlord. If the landlord expects the tenant to do snow removal and does not do it and landlords are not notified, we should not be billed.

Staff Remark: Under State and City Law, property owners and not tenants are responsible for snow removal. When a sidewalk is not cleared, City personnel will attempt to contact both the tenant and property owner; however, if we are not able to make contact, the City will proceed with snow removal if it is not removed after 48 hours.



Comment #35: I understand we have an ordinance for Carroll for trailers and campers that are parked on lawns etc. Now another ordinance wants to get passed. Why is that ordinance not being put into effect? After our 1st meeting on the rental proposal held at the fire department on our way home, we saw plenty of campers not on concrete. If you want to clean up Carroll, why is this ordinance not enforced? I even saw a sheriff's car parked on the lawn. Are some people exempt? Same goes for this ordinance. Shouldn't all people be treated equally? Homeowners/landlords, tenants, young or elderly, rich or poor.

Staff Remark: We enforce our ordinances equally and when we see a violation the expectation is to enforce it. If you see something you feel we are not enforcing equally please let the City know and we will investigate it.

Comment #37: Due to the length of the comment, they are not being retyped in this section. See letter "Q", page 2 and 3 noted as comment #37. In general terms the comments discuss various fee structures, frequency, and number of inspections completed on multi-unit buildings.

Staff Remark: These are policy items for the Council to decide.

Comment #38: Can the city legally come after a LL, if the code is above and beyond the federal or state code'?

Staff Remark: Yes, a city can not be less restrictive than federal or state code but they can be more restrictive.

Comment #51: I do not feel that landlords should be responsible for delinquent utility bills that are in the tenant's names. No other utility should be allowed to go after landlords (i.e. Western Iowa Networks, CenturyLink, Mid-American Energy, Mediacom, etc.).

Staff Remark: This is a rental housing code and does not have anything to do with utility billing.

Comment #58: If it is stated that tenants are responsible for maintaining sidewalks and lawns, how can landlords be responsible for those actions of neglected lawns and snow removal?

Staff Remark: Ultimately the property owner is responsible for how the property is maintained. The lease agreement is between the tenant and property owner, and not the City and tenant.

Comment #59: Why are rental properties being held to higher standards than an owner occupied property? Why would we not follow the Iowa Code>Chapter 562A – Uniform Residential Landlord and Tenant Law?

Staff Remark: Iowa Code Chapter 562A provides a minimum standard for rental housing in Iowa. Iowa Code Chapter 364.17 and specifically 364.17.7 for the City of Carroll, permits cities to adopt a housing code including rental housing. This is seen as a first step and the Council is considering the development of a property maintenance code for owner occupied properties as a second step in the future.

Comment #63: Is this ordinance only valid for properties within city limits?

Staff Remark: Yes. This ordinance only applies to properties in the City of Carroll.

Comment #64: Low income homeowners are protected by HUD? Why would there need to be additional governing by the city?

Staff Remark: Iowa Code Chapter 364.17 does not permit an exception from a City's housing code for properties that complete a HUD inspection.

Comment #100: Copy of city's code of ordinance? Copy of State of Iowa Code? Are these provisions included in these or are they above and beyond these codes?

Staff Remark: The proposed rental housing code is not currently in the Carroll City Code but if this proposed code is approved, it would be part of the Carroll Code of Ordinances at that time. Iowa Code Chapter 364.17 permits cities to adopt a housing code including rental housing.

Comment #113: We feel that this proposal is definitely an overreach of the government. We feel that there should not be any Rental Housing Code. But like we said before, that has already been decided by the city without first involving the landlord community. Here are some suggestions if the city is going to pass this Rental Housing Code despite our argument against it:

After permit/registration of a rental property there would be a one-time inspection.  
The landlords would have to comply with the regulations.  
Thereafter, tenants would be given a list of those laws and regulations.  
If there is an issue the tenant would contact the landlord first.  
If the problem does not get fixed, the tenant could contact the City of Carroll.  
The City of Carroll would get in touch with the landlord.  
If the issue is still not fixed, then a fine or loss of permit/registration.  
There should not be a yearly fee or inspection every three years.  
There should not be another inspection unless complaint.

In conclusion, we feel that there should not be any Rental Housing Code. A rental agreement/lease is between a landlord and a tenant, not the city. The city needs to stay out of the agreement that the landlord makes with the tenant. The council could not even come up with a number of complaints to justify this type of code or the hiring of a full time code enforcement officer. Just because other cities have implemented this type of rental code, does not mean that it is a good fit for Carroll.

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 13, 2020 12:26 PM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: FW: Rental Discussion

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From: Deb Bender <deb\_bender44@hotmail.com>  
Sent: Thursday, February 13, 2020 11:15 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Discussion

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

My name is Deb Beyerink. I have rented one of David Farrells home for 11 years at 1405 North Adams Street. My Landlord is one of the best in the city of Carroll. Everything that I have asked for or when I put in a service request for my home, Dave is right there to accomodate. Either the plumber, electrician, handy man is called and the problem is fixed. I have a very safe home to live in with my husband and pets. We have fire extinguishers, smoke alarms, railing on front step, shrubs and bushes are kept trimmed and trees have been removed.. I recently became disabled due to a Respiratory Disease and was forced to quit my employment of 13 years. My husband is still working and now we are on a limited income.

I believe that if you go through with this proposal for the Rental Housing Code, this will punish the good landlords and good tenants. I am afraid that our rent will increase now with your fees, and inspections. I have lived in Carroll for over 30 years, and have seen some of the properties that are owned and not rented, in worse shape than my rental home is. Driveways are crowded, Junk and junk cars are setting on lawns, overgrown bushes and weeds, which create habitat for nuisance animals in neighborhoods. I wish that you would just single out the landlords that are not keeping their property up to code and assess fees and inspections for them.

I really do not want to start looking for housing in a small town near Carroll because of rent increases.. Since you asked for discussion on this issue, please take into consideration my letter.

Thank you for your time,

Deb Beyerink 712-790-7862

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 13, 2020 4:47 PM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: FW: Rental Housing

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From: Kathy Hodges <khodges10@hotmail.com>  
Sent: Thursday, February 13, 2020 4:20 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Housing

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

First let me say that I have never rented in Carroll but a family member has. She had a good experience with a good landlord that took responsibility for the property. From my perspective you have a couple of landlords in town that do not do a good job of taking care of their rental properties. I know this because I drive past some of the properties every day. I personally think that you should deal with the problem landlords and leave the others alone.

Kathy Hodges

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Friday, February 14, 2020 8:09 AM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: FW: Rental Housing

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From: Adam Schweers <adam@computerconceptsia.com>  
Sent: Thursday, February 13, 2020 6:55 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>; Mike Pogge-Weaver <mpoggeweaver@cityofcarroll.com>  
Subject: Rental Housing

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good evening,

I understand the motivation to create a rental housing code but we are two decades late unfortunately.

As all the homes owned by Clair Otto, Joe Halbur and a few other older, dead or dying members of the community are passing on to the Haukap boys, Dan Drake and a number of other younger people who we are seeing put needed work back in. I'm confident this will continue for another 10 years and with some decent promotion of tax abatement and partnerships with Region XII and potentially getting aggressive with other state grant programs we should really see existing stock take steps forward in the future.

Kanne's may still somewhat "put lipstick on the pig" but when a water heater is needed, electric upgrade is needed or new concrete needs poured they have a tendency to get it done. They are often flipping homes instead of renting which gets more owner occupied and is good for the community as well.

It was noted in the meeting that the management of the Fairview apartments has changed again, they have greatly reduced their occupancy and numbers of full out of state HUD applicants and seem to be making an effort of cleaning things up.

The points about the fact that our building department could be a bit "busier" is valid and will be as we see slower building permit numbers which is sure to be the case the next 10 years to do economics. I will say if this new person is going to take on sidewalks and other code related issues we definitely need a new person outside of Greg, Perry and Carrey. That said I can assure you that the Council, Mayor and City Manager are going to have to have extremely thick skin as the person occupying this position will quickly be the most hated person in Carroll.

A point was made Monday about "what is being done to protect the landlords" and I feel their pain. Perhaps you guys should get the local magistrate and attorneys in the room with the PD Chief and Sherriff and have a discussion about this. There are way more laws protecting tenants then of landlords at this time and landlords have to spend hundreds and sometimes thousands of dollars to evict someone that has not paid rent and trashed a home. The tenant has more rights plain and simple and I'm sure that is why Chief Burke didn't pipe up and say something when asked why a landlord found out after the fact that the PD had been at their property 35 times.

There is a huge disconnect at this time between the public servants keeping us and our property safe and what needs done to actually protect the property. The last thing us landlords want is a tenant that trashes the place, files a complaint as they are being evicted and then have the city send the inspector to fine us. That literally could happen.

For you to put code in place now that essentially holds landlords at an even higher standard when many properties are turning over to better more progressive future landlords and without looking at how we can be more proactive with "bad apple tenants" is only going to cost landlords more money and as was pointed out drive up the cost of living in Carroll.

I personally hate being told "Carroll is too expensive to live". It is a factor that limits us in population growth and perception unfortunately is peoples reality.

I have been reluctant to be publicly vocal on this topic as I believe the City Council's intent is good. I'm also a former elected official and current landlord which provides me a lot more insight. I have also taken advantage of the first Abatement Carroll has offered in terms of redevelopment and I greatly appreciate that.

I wanted to stand up the other night and suggest that only people that can afford full time and or at a minimum 25 hour per week building managers should own rental property but as you know full well that would have not have gone over well. Again with 69 apartments and several commercial spaces I have the infrastructure that requires this but not everyone does and there creates the challenge.

Who I didn't see at the meeting was the Schreck's and Heuton's of the world that have built new apartments in the last 20 years in Carroll. What is their input on this new fee and rain of additional potential costs?

For me I don't believe it is fair for me to be inspected by HUD at one building, pay a full time building manager, pay a full time maintenance person, pay a pest control guy to be on property monthly, pay Feld fire for quarterly controls and extinguisher inspection, pay to have my apartments inspected monthly, pay to change the batteries in all smoke detectors and test bi-annually and do all the other things we do at our two buildings and then be charged an additional \$515 per year at one building and \$225 at another building per year plus a fee when they come around to inspect.

I completely understand that complaint base does not work as you will have every neighbor in town tattling on the other and you don't want to deal with it. Frankly there are people that would sabotage another person's property to get the other in trouble (Hatfield's and McCoy's).

I moved here in 1997 and literally had to live out of my car for a couple months until I found a house to rent with 3 other guys. Our rental housing stock has been terrible for a long time in terms of quality and affordability. The house was literally sinking into the ground on the west side and should have been condemned in 1977. It was owned by Juergens and was torn down about 10 or 15 years ago and is now just asphalt. My next house was rented by another 4 guys and it was to the east of Holy Spirit Church and I believe it is no owner occupied but honestly it should be torn down as well.

I get the need to clean up property and have a mechanism to legally take action but once again I think we easily have as many bad home owners as we do landlord properties and this ordinance is not fair.

Sorry for the long email but I felt compelled to let you know what I was thinking as for the most part people never ask me my opinion as they do Ed Smith or the former Art Neu. Maybe I didn't earn it or maybe my hair is simply not grey enough.

Thanks for listening.

Adam Schweers  
President

Computer Concepts of Iowa, Inc.

712-792-3565 xt 110

[adam@computerconceptsia.com](mailto:adam@computerconceptsia.com)



"The best way to predict the future is to create it"

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General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Friday, February 14, 2020 8:35 AM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: Housing



**Larry Chartier**

Assign Conversation ▼

THU 4:52 PM

As a renter, I am totally against this proposal. It is not needed, you have other means of inspection, rather than hire another city employee at tax payer expense. The owners will raise our rent, then we get hit with paying for another city employee at tax payer expense. Make the employees responsible, do their jobs, rather than 3 or 4 standing around watching others work. You will have a revolt if this un- needed employee is hired. Council must have a friend they want to hire. This must not be ratified. Concerned renter!!!



General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Monday, February 17, 2020 3:12 PM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: FW: Carroll proposed rental code

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From: Nate S <snate36@gmail.com>  
Sent: Monday, February 17, 2020 2:56 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Carroll proposed rental code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

To whom it may concern,

Let me start off by saying that I am 100% opposed to this code as a renter. I feel that it is an invasion of privacy if I don't have a say in the matter when it comes to inspection of the property I live in. The renters better have the right to deny inspection. My family and I have lived in our apartment for over 15 years and I have never had an issue with my landlord and any item that needed fixed has been fixed in a timely manner.

This code will result in property owners raising our rent in order to pay for items found during an inspection and to cover the inspection fee, if you on the board don't think that it will, you are wrong. I've worked hard all my life to provide for myself and my family. We've enjoyed our freedom and the current cost of rent. For people who make decent money but aren't offered a generous raise by their employers to cover cost of living increases each year, this will be just another burden placed on renters when rent is increased.

I think that the code would be beneficial for renters who ask for an inspection, but only if they ask. On the other hand, if I don't want an inspection, I feel I should have the right to refuse. I have nothing to hide, but this is on principle. I value my freedom and independence as stated in the 4th amendment of the United States constitution.

The world is full of invasions of privacy, facebook, twitter, cell phone gps, etcetera. Yes, we do use them at our own free will and most probably don't know that they are wilfully entering a terms of service agreement by using their services. I did not sign any document stating that I will allow a person or persons entering my household to do an inspection of whether or not the landlord is keeping my apartment up to code nor would I enter into one.

Do we have the right to deny as a tennant? What rights do we have on this proposed city code?

Best regards,  
Concerned tennants

Mike Pogge-Weaver

From: CityofCarroll  
Sent: Wednesday, February 19, 2020 9:01 AM  
To: Mike Pogge-Weaver; Greg Schreck  
Subject: FW: Rebtal Housing Code Comments

From: Ryan O <ryan.oleary20@gmail.com>  
Sent: Tuesday, February 18, 2020 8:42 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rebtal Housing Code Comments

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello,

I have been observing, reading and researching things in regards to the proposed rental housing inspection etc proposed by the board. There are several things I don't believe the board or the city attorney have thought about or that wasn't brought up. I have listed them below and at the very end provided legal work arounds for them.

In numerous states, cities have been sued for requiring mandatory inspections(Louisiana, Ohio, Wisconsin, Illinois, Arizona to name a few) by both landlords and tenants in that it violates the 4th amendment on warrantless search and seizures. There are even national heavy hitting law firms filing the lawsuits (as well as federal courts siding with said law firms/non profit law firms). Ecample- 10/24/2015 the federal court in Ohio ruled that local governments do not have unlimited authority to warrantless entry into homes or businesses whether it be a administrative warrant or not. The Virginia ACLU also sued and won a case against it in Virginia as well.

What I propose:

#1 1:All current and future rental properties registered with the city(\$5 annually).

#2 2:Upon registering if property is vacant an inspection must take place before a tenant can move in. Registered property is then certified for 5 years or until new tenant happens. (If a property has been rented for 3 years and tenant moves out new inspection must take place, property owner gets 2 years of inspection fees back and 5 year limit restarts)

3:Upon registering if property is currently occupied: Once property becomes vacant again, inspection will be required to rent out property.

#3 Exception:If tenant voluntarily files complaint & requests inspection then house will be inspected & certified. If house is found to be out of certification standards property owner has 60 days to provide updates of work/completed work with checks every 30 days.

If after 60 day period the city works with tenants to find certified housing alternatives and fines the property owner a monetary amount per month until the house is in compliance or until tenant is moved into suitable housing.(the amount

### #3 Continued

of fine should pay for moving costs and costs for city. Example \$1000 every 30 days-\$600 to the tenants being forced to move and \$400 for city costs )

Cost breakdown:

\$5 annually for property registration (\$400 fine for not registering rental property)

\$50-100(cost of inspection. Certification lasts for 5 years or pro rated in cases where old tenants leave and new inspections are required)

Thanks,  
Ryan O'Leary

Mike Pogge-Weaver

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From: CityofCarroll  
 Sent: Wednesday, February 19, 2020 9:29 AM  
 To: Mike Pogge-Weaver; Greg Schreck  
 Subject: FW: Rental housing code

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
 Sent: Wednesday, February 19, 2020 9:16 AM  
 To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
 Subject: Rental housing code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

#4 The City of St. Joe Missouri has started a rental housing inspection that has significant merit for the City of Carroll. For the first year of the program, the city makes inspections of all rental housing with no fee. If the property does pass the first inspection, no further inspections are made for five years. The property owner does pay a fee each year after the first year. If the property does not pass the inspection in the first year, the property owner the has the opportunity to bring the property up to code within the first year. The property is again inspected after the repair is made. This second inspection has a fee attached. St. Joe started this program July 1, 2019, with the first year ending July 1, 2020. All of this is on the city web site.

#5 St, Joe also has a form for complaints against a property owner that has merit, compared to the City of Carroll. This form is on the St. Joe web site. The items on the form that are significant are identification from the renter and a written description of the specific complaint. This is opposed to the Carroll method of complaint. All readers that have read this far should initial the bottom of the page.

At a Council meeting, a council member indicated that rental of property in Carroll is a business. Most if not all of the landlords in the city would agree. Not sure of the number of council members and landlords that have formal education in business, but common critical thinking skills would indicate that good and reliable data is necessary to make decision for running a successful business. A basic concept put forth by the council as the need for a rental code, is the safety and welfare of general public is at risk. This risk factor is based on some VERY vague complaints that have been made to specific council members. Even city hall does not have a record or accurate estimate of complaints made to that part of city government. Even taking these complaints reported by two council members at face value, and an estimate by a city employee, we have a total of no more that 50 complaints. To compound this assault on reliable data, we have no way of knowing the nature of the complaints or if efforts had been made by a landlord to remedy the problem. If we take the suspect number of 50 complaints in relation to the almost 10,000 population of Carroll, it would seem the need to inspect rental property in Carrol for the sake of the safety of the general population is a significant LEAP OF LOGIC. However, a drive around Carroll would suggest there are some rental properties that need improvement. So instead of adding another layer of government regulation to the entire residential rental business in the City of Carroll, logic would dictate the use of a complaint based inspection of the rental properties in question.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Monday, February 24, 2020 8:09 AM  
To: Greg Schreck; Mike Pogge-Weaver  
Subject: FW: rental code

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
Sent: Saturday, February 22, 2020 8:00 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: rental code

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#6

For the purpose of improving the draft of the rental code, the following addition is suggested. Page 21, item 20, Pest Extermination. To the paragraph in first line start with the following: "Whenever only one unit of a dwelling is infected with insects or other pests, the occupant of the infected unit will be responsible for extermination." When infestation exists in two or more of the dwellings units... (continue as written in the code)

Mike Pogge-Weaver

---

From: CityofCarroll  
Sent: Monday, February 24, 2020 8:09 AM  
To: Greg Schreck; Mike Pogge-Weaver  
Subject: FW: Rental code

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
Sent: Sunday, February 23, 2020 1:53 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

#7 To improve the intended purpose of the Rental Housing Code in Carroll, Iowa, the following is offered. Page 6, line nine of paragraph 1, 158.04 : Change 30 days to 120 days.

#8 Page 7 , paragraph 1, 158.05, Add to line 7, If the Enforcement Officer is more than 20 minutes late for the inspection appointment scheduled by the owner or the property occupant, the Enforcement Officer will be responsible for scheduling the inspection at another time that is convenient to the occupant and owner.

#9 paragraph 4, line 5. Change to : Enforcement Officer may enter each unit or premises during reasonable times, as determined by the owner or occupant to inspect and perform any action authorized by this chapter.

#10 Page 9, Order to Repair, Correct and Comply , paragraph 1, line 2 :  
Within one hundred and twenty (120) days. If a permit to perform the repair has been issued by the city, the owner is allowed three hundred and sixty (360) days from the date the permit was issued before the repair is considered out of compliance under section 158.08 of the Rental Housing Code.  
The rationale for this change is getting cement or electrical work done on the 30 days suggested is not realistic due to the backlog of construction and repair work being done in the City of Carroll by contractors doing this type of work. We have current real life instances of this situation.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Monday, February 24, 2020 8:09 AM  
To: Greg Schreck; Mike Pogge-Weaver  
Subject: FW: Rental Code

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
Sent: Monday, February 24, 2020 8:05 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

#11 Page 9, line 9 of the paragraph, change 7 days to : fourteen (14) days. Add the following to the first paragraph: Print  
#12 copies of Municipal Code Of Ordinances shall be available to the public in print form for loan at City Hall and at the  
Carroll Public Library.

#13 Page 13, 158.06, paragraph 1, line 4, change three (3) to five (5) members. Delete, "who resides of the City of Carroll".  
#14 Page 13, 158.06, paragraph 1, line 6, after "Mayor subject to the approval of the council." Add: Members of the board  
shall consist of one member who actively manages more than the (10) residential units in the City of Carroll, one  
member the actively manages less than ten  
(10) residential units in the City of Carroll, one member that is a tenant in a residential unit in the City of Carroll, one  
person that has knowledge of construction methods based on actual experience, and one person having a real estate  
license and is actively involved in the sale of real estate in Iowa.



General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Tuesday, February 25, 2020 9:32 AM  
To: Greg Schreck; Mike Pogge-Weaver; David S. Bruner  
Subject: rental housing  
Attachments: scan.pdf

City Hall

Inspection maybe a good thing,  
But Had Hoaging already does this.  
Problem is one cannot force them  
To clean up the mess.

Tom Underberg  
Rental House 1321 Grant Bld.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Wednesday, February 26, 2020 9:02 AM  
To: Greg Schreck; Mike Pogge-Weaver; David S. Bruner  
Subject: FW: Rental code

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
Sent: Wednesday, February 26, 2020 8:56 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

To improve the draft of the proposed residential rental code, and make it more professional for business use, the following suggestions are offered.

- #15 Page 13, paragraph 3. line 5, After "Secretary,"" insert, The city will provide any needed secretarial services to this board.
- #16 Page 21, paragraph 4,, 3, delete, "with grass, trees, shrubs, or other planted" , with ground cover.
- #17 Page 23, paragraph 14, line 7, "agreement", add, ore explained in written form that signed by the occupant and owner.
- #18 The following terms are vague, highly subjective, and need more specific definition or removed from the document. To
- #19 run a business successfully, subjective items create difficulty in planning and implementing the daily maintenance and
- #20 upkeep of any organization, large or small. Following are examples in the current Draft Code, that are of such a nature, that fair and unbiased inspections will be very difficult. And no, owners do not want to spend time in from of the Appeals Board defending their property from criteria that is in the mind of an inspector or other city employees.
- #18 Page 15 158.07 paragraph D. What is adequate space? Measurements should be given for the space that will pass inspection.
- #19 page 20, paragraph C, line 4, " adequate size suitable for the storage of food and eating and cooking utensils"  
Once again, a square foot measurement is necessary.
- #20 Page 20, 158.08 last paragraph on the page, item C. Define "reasonably well".
- #18 These are but a few example of vague and ambiguous terms that will lead to arguments and complaints to the newly
- #19 created Housing Appeals Board.
- #20

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 7:52 AM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: Rentalpropeerty inspection

-----Original Message-----

From: Lora Farrell <ramah88@gmail.com>  
Sent: Thursday, February 27, 2020 7:51 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rentalpropeerty inspection

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

#21

Page 8. Add the following as paragraph 7. The code enforcement officer will develop and maintain a complaint form that will used as the official and only recognized method of filing a complaint against a rental property. This form will provide a space for the name and address of the person making the complaint, the name of the property own or the agent for the property owner, the date of the complaint, and description of the complaint. No action will be taken against the property if the person making the complaint has not given the owner or the agent for the property notice of the complaint verbally or in written form. The code enforcement officer will determine if the complaint is valid or invalid. If the code enforcement officer determines the complaint is valid, notification will be made to the property owner or agent of the property owner of the complaint within two business days after the complaint is on file. The code enforcement officer will provide the owner or owner's agent a copy of the complaint. The code enforcement officer will have five (5) business to schedule an inspect of the complaint with the owner or owner's agent and the tenant. The code enforcement office will keep a current record of the number and nature of all complaints. Upon request, members of the public may view a list of all complaints that are currently on file and for the previous two years.

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 9:22 AM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: Rental property concern

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From: paradiseiowagirl <paradiseiowagirl@gmail.com>  
Sent: Thursday, February 27, 2020 9:20 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental property concern

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

I would like to express my concern.

I find it lack of neglect to replace windows when absolutely needed as mine have a film on them and hard to see out of them. I have asked many times about this.

The carpet in the hallway is out dated.... back to original look in the 70's... they do not care to replace this either.

I end up vacuuming and cleaning the hallway and laundry room myself.... ALL FREE. I should not have to but no one else does. I even buy garbage bags for laundry room myself.

Landlords need to modernize the units.  
IT IS THE YEAR 2020 ..... NOT 1970.

Anonymous renter

Sent from my U.S.Cellular© Smartphone

General Comment.

No specific suggested code changes or questions.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 9:21 AM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: Rental Housing Code

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From: Bret Stork <bretstork@gmail.com>  
Sent: Thursday, February 27, 2020 9:19 AM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Housing Code

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

I believe this is a great thing for the current residents of Carroll, and anyone looking to reside and rent in Carroll. This will be a great code for safety as well as how these properties look visually to residents or people driving through town. There are some properties in town, rentals and owner occupied homes, that drive the value down of houses around them. I think the exterior portion of the code should apply to any home in Carroll, rented out or not. There's a difference in a house being outdated versus run-down and not maintained. Any property owner should understand that.

Thanks,  
Bret Stork

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 2:12 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Attachments: rental housing.pdf

## Suggestions for rental proposal

- #22 FIRST reinspection fee should be free of charge
- #23 1. On your rental housing maintenance guide it says " While it is impossible to list all violations of the housing code that may occur, this list contains violations that are commonly found during routine inspections." There again is vague codes as to what really will the codes be and how many additional codes can be added without us even knowing about them.
- #24 2. Many of the codes say at the discretion of the inspector- we may feel we are within bounds and the inspector says we are not- and then we are charged the \$35.00 fee.
- #25 3. MANY TENANTS WILL CALL THE CITY BEFORE INFORMING THE LANDLORDS- AND AGAIN WE WILL BE CHARGED THE \$35.00 fee
- #26 4. Contractors have to get a building permit but when their inspections fail, they get reinspected for free until it is corrected. Why are the contractors treated better than landlords?
- #27 On the checklist electrical panel must be clearly labeled and circuits marked. What makes this a safety issue???? My tenants are not allowed to do anything with the wiring except trip breakers and change the fuses. If there was a fire, the fire department would pull the main switch and not look at the labels. All older homes should have been grandfathered in at that time- it passed all codes at that time. So it should only be changed if a major remodeling is done to update the system. I am invading my tenants' privacy by going into their bedrooms etc and moving their furniture and belongings in order to check the circuit breakers. Where is their privacy???? Our insurance companies will not insure us if our wiring is not up to code.
- #28 On the same checklist- what does " the proper overcurrent protection is installed" mean?
- #29 Checklist- property has a paved approach from street to property line Code 170.08 should be grandfathered in.
- #30 Issues dealing with exteriors home and property such as lawn, shrubs, fences, retaining walls, brush, weeds, trees should be written in for ALL HOMEOWNERS AND LANDLORDS EQUALLY not to be discriminated against landlords..
- #31 My tenants would prefer buying their own fire extinguishers but if I have to install one on page 19 line 16, it says I have to have it properly hung. I do not feel in the code it should read properly hung because in some units it might not be in a proper place as in a living room or kitchen that would ruin their decor and look like an institution instead of a home. I would like to have one possibly put inside a cabinet or closet. No woman would tolerate a fire extinguisher full view in any living area exposed in their decor. Where is yours exposed or is it in a closet ???? What is the 1st thing we are told when there is a fire--"GET OUT OF THE HOUSE AND CALL 911." So if a tenant goes for a fire extinguisher and then gets smoke inhalation in trying to get the fire out. Just who is liable? We both know the city will not be responsible. Again the landlord.



#31 Continued

No one wants to be a hero. Lives are the most important to get out of the fire. Where is the safety for an untrained person to put out a fire?

#32 page 22 line 11 --gas lines that were put in when built should be grandfathered in now.

#33 Snow removal--- you will now have a database of all landlords and properties and if snow is not removed on time, the notice to remove snow should be given to the person living there as well as the landlords. The person paying the water bill should be charged and not the landlord. If the landlord expects the tenant to do snow removal and does not do it and landlords are not notified, we should not be billed.

#34 When there is a complaint from a tenant, it should be in a written form with the name of the tenant, photo I.D. representing that this person is our tenant, date, problem against the landlord and the main question of "WAS THE LANDLORD NOTIFIED OF THE PROBLEM BEFORE CONTACTING THE CITY?" Many disgruntled tenants will contact the city first as a means of getting even with their landlords. This ordinance will make this tool easier for them to turn on their landlords. If upon inspection the landlord is not notified or a complaint was not justified the tenant should be charged and not the landlord.

If this rental housing code passes, you will have a tool to work with the tenants, all the codes are in here. We should be allowed to have an answer as to why this ordinance cannot be on a COMPLAINT BASES. All we hear is the answer BECAUSE.-- WE WANT AND NEED TO BE TOLD EXACTLY WHY COMPLAINT BASE WILL NOT WORK. WE WANT COMPLAINT BASED INSPECTIONS.

**Due to the fact that you are having a city council workshop it is only right that additional time be extended on this proposal so us landlords know and understand what will be put in this ordinance and have more time to discuss it properly rather than run it through after one nite of discussion. To be fair to the landlords and the city, any changes to the ordinance should be shown and discussed with the landlords before it is voted upon.**

#35 I understand we have an ordinance for Carroll for trailers and campers that are parked on lawns etc. Now another ordinance wants to get passed. Why is that ordinance not being put into effect? After our 1st meeting on the rental proposal held at the fire department on our way home, we saw plenty of campers not on concrete. If you want to clean up Carroll, why is this ordinance not enforced? I even saw a sheriff's car parked on the lawn. Are some people exempt? Same goes for this ordinance. Shouldn't all people be treated equally? Homeowners/landlords, tenants, young or elderly, rich or poor. Joleen Kasparbauer

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 3:26 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Attachments: RENTAL HOUSING NOTES.pdf

Talking Points for 3/9/20 Submitted by the newly forming Carroll Area Landlords.

Our goal as this group is to come to some sort of compromise with City of Carroll regarding the Chapter 158 Rental Housing Code on the following issues:

### Safety Issues

Comments have been made about a couple problem complexes in town and that city needs a TOOL, that would help with renters safety. However, this is only for building codes and has nothing to do with the habitual issues that continually occur at these complexes. Most of them have codes up to date, however the tenants' behavior is the issue.

We have never been able to get a number or any data on any actual complaints. We feel that there has to be some sort of data, if not, how can the city constitute a need for any change.

### Inspection Fees

We truly feel that these fees are a partial revenue stream for an additional employee that should NOT be hired on a FT basis. If anything, contract them out and pay them for actual hours worked and no benefits. We feel that this employee is someone trying to get a family member or friend a job.

Was A New Employee Already Approved in Budget – when was this approved??? Why can't this be the existing FT building inspector? 260 working days/year – 10 holidays = 250 working days divided by 47 renovation permits and 19 new homes = 66 permits. Help us understand why this requires more than one person on top of the 66 days to do both duties.

#36 There are several other communities that have tried to do this inspection program and are now trying to reward the owners/Landlords by making the program go to pay the fee the year you get inspected and then good for up to 4 years. This way the owners/Landlords that are not doing a good job, get penalized by having yearly or <4 year inspection cycle. I have attached Boone's example.

### Breakdown of fees/unit

Mike stated a cost of \$2.92/unit, \$1.88 duplex and \$1.38/4plex. In reality these fees are not taking into consideration any codes that are above and beyond the current federal, state and HUD codes.

My example: \$65/4 plex X 15 = \$975

New smoke alarms 115 because above federal/state/HUD codes @ \$10/each = \$1150

Labor to install thee 115 alarms @ \$50/hour taking approx. 15 hours = \$750 (low)

Total of \$2875 for one infraction that is above current codes.

**Other Examples of other Cities/Towns:**

City of Omaha Rental Housing Ordinance. They have totally done away with the registration fees and charge \$125 for ten years and will do inspections on up to 20% of a larger complex. This could be a great reference for Carroll in trying to adopt a safe and affordable rental housing program.

Ames is \$27.50/apt or >20 is \$24.30/apt. Rent is \$850-\$1000+, **our** average is \$550-\$635. The vacancy rate has gone up in Ames and is approximately 10-30%, based on the age/price of the unit. This information is from a realtor in Ames. Also, fire dept is in charge of doing the inspections and can decrease the number of inspections by how your facility did on the inspection (up to 4 years).

Boone is doing a program and reward LL's who get approved and go one a multi-year inspection program. Cost example for a 4-plex is \$50, which if approved would cover 4 years. Cost/unit for this is Their program really targets offenders and of infractions, they can not be on a multi-year inspection until able to meet compliance standards. Tenants that make formal complaints after efforts to the LL have not been successful and no infraction found on the LL part, the tenant is charged for the re-inspection or bringing the unit code compliant if it was their issue. However, one of the LL's I talked to stated that the main violator is not complying or paying any of the charges and the city has not taken any action against him because it's above federal and state codes.

St Joseph MO started a housing code inspection this last year. You have a year to correct it after the initial free inspection. Grandfather codes vs bringing up to code. The 30 days allotted to correct is not enough time based on the item. You can't get a contractor in a lot of cases.

The City of St. Joe Missouri has started a rental housing inspection that has significant merit for the City of Carroll. For the first year of the program, the city makes inspections of all rental housing with no fee. If the property does pass the first inspection, no further inspections are made for five years. The property owner does pay a fee each year after the first year. If the property does not pass the inspection in the first year, the property owner the has the opportunity to bring the property up to code within the first year. The property is again inspected after the repair is made. This second inspection has a fee attached. St. Joe started this program July 1, 2019, with the first year ending July 1, 2020. All of this is on the city web site.

St, Joe also has a form for complaints against a property owner that has merit, compared to the City of Carroll. This form is on the St. Joe web site. The items on the form that are significant are identification from the renter and a written description of the specific complaint. This is opposed to the Carroll method of complaint. All readers that have read this far should initial the bottom of the page.

## #37 Continued

At a Council meeting, a council member indicated that rental of property in Carroll is a business. Most if not all of the landlords in the city would agree. Not sure of the number of council members and landlords that have formal education in business, but common critical thinking skills would indicate that good and reliable data is necessary to make decision for running a successful business. A basic concept put forth by the council as the need for a rental code, is the safety and welfare of general public is at risk. This risk factor is based on some VERY vague complaints that have been made to specific council members. Even city hall does not have a record or accurate estimate of complaints made to that part of city government. Even taking these complaints reported by two council members at face value, and an estimate by a city employee, we have a total of no more that 50 complaints. To compound this assault on reliable data, we have no way of knowing the nature of the complaints or if efforts had been made by a landlord to remedy the problem. If we take the suspect number of 50 complaints in relation to the almost 10,000 population of Carroll, it would seem the need to inspect rental property in Carrol for the sake of the safety of the general population is a significant LEAP OF LOGIC. However, a drive around Carroll would suggest there are some rental properties that need improvement. So instead of adding another layer of government regulation to the entire residential rental business in the City of Carroll, logic would dictate the use of a complaint based inspection of the rental properties in question.

To Jerry Flesher's comment on pharmacy fees, from what I could gather, it's \$90/year to the state, **not the city**. Help me understand how a retail business and a housing complex are apples to apples or state to city fees? Based on the amount business, I'm assuming that the \$90/year is going to be less than my cost/unit difference by a long shot.

Carolyn – Comment about adding someone to enforce these issues. What is the cost w/benefits to do this? What do you think you will be getting in justification at a tax payer benefit? \$70K in salary/benefits and how much/day would he have to issue in fees/day? 260 working days – holidays = 250 is \$280 of fines/day or if 2/3 time would be \$421 of fines/day. Is that even possible?

How can the city charge for Snow removal when the utilities are not in the owner's name and the lease states the tenant is responsible?

Is there a petition that with a required number of signers that could stop the city from trying to pass this ordinance? It takes 25 signatures to be on the ballot for a city council member and I alone supplied 57 signatures against this ordinance. We have at least 38 landlords who against this ordinance, at what point does the city council say that this is not in the best interest of our constituents?

#38 Can the city legally come after a LL, if the code is above and beyond the federal or state code?? In Boone, there is a habitual offender who is not paying the fees or making any changes and the city is not going after them because they don't think it will hold up in court.

Drew with Americans for Prosperity stated there was a national survey that showed that government programs do not improve the safety of anything. Most people do not trust what they have to say. Citizens believe that they are just providing a revenue stream for the government, such as this program to a tee.

#39 Reinspection fee? Contractors don't have to pay for any reinspection

### Checklist/Code

#40 Concrete Approaches – being discussed to be grandfathered in.

#41 Fences – What exactly will be the wording???

These are but a few examples of vague and ambiguous terms that will lead to arguments and complaints to the newly created Housing Appeals Board.

#42 Electrical panel has to be clearly labeled. If we mark them and potential liability. They are not supposed to be in the panel. Fire safety comment and they will shut off at the main. We talked about over current statement, which not sure what this means.

#43 Discretion of the inspector quote is way too vague

#44 For the purpose of improving the draft of the rental code, the following addition is suggested. Page 21, item 20, Pest Extermination. To the paragraph in first line start with the following: "Whenever only one unit of a dwelling is infected with insects or other pests, the occupant of the infected unit will be responsible for extermination." When infestation exists in two or more of the dwellings units.... (continue as written in the code)

To improve the draft of the proposed residential rental code, and make it more professional for business use, the following suggestions are offered.

#45 Page 13, paragraph 3. line 5, After "Secretary," insert, The city will provide any needed secretarial services to this board.

#46 Page 21, paragraph 4., 3, delete, "with grass, trees, shrubs, or other planted" , with ground cover.

#47 Page 23, paragraph 14, line 7, "agreement", add, or explained in

written form that is signed by the occupant and owner.

The following terms are vague, highly subjective, and need more specific definition or removed from the document. To run a business successfully, subjective items create difficulty in planning and implementing the daily maintenance and upkeep of any organization, large or small. Following are examples in the current Draft Code, that are of such a nature, that fair and unbiased inspections will be very difficult. And no, owners do not want to spend time in front of the Appeals Board defending their property from criteria that is in the mind of an inspector or other city employees.

#48 Page 15 158.07 paragraph D. What is adequate space? Measurements should be given for the space that will pass inspection.

#49 page 20, paragraph C, line 4, "adequate size suitable for the storage of food and eating and cooking utensils"  
Once again, a square foot measurement is necessary.

#50 Page 20, 158.08 last paragraph on the page, item C. Define "reasonably well".

> My name is Deb Beyerink. I have rented one of David Farrells home for 11 years at 1405 North Adams Street. My Landlord is one of the best in the city of Carroll. Everything that I have asked for or when I put in a service request for my home, Dave is right there to accomodate. Either the plumber, electrician, handy man is called and the problem is fixed. I have a very safe home to live in with my husband and pets. We have fire extinguishers, smoke alarms, railing on front step, shrubs and bushes are kept trimmed and trees have been removed.. I recently became disabled due to a Respiratory Disease and was forced to quit my employment of 13 years. My husband is still working and now we are on a limited income.

>  
> I believe that if you go through with this proposal for the Rental Housing Code, this will punish the good landlords and good tenants. I am afraid that our rent will increase now with your fees, and inspections. I have lived in Carroll for over 30 years, and have seen some of the properties that are owned and not rented, in worse shape than my rental home is. Driveways are crowded, Junk and junk cars are setting on lawns, overgrown bushes and weeds, which create habitat for nuisance animals in neighborhoods. I wish that you would just single out the landlords that are not keeping their property up to code and assess fees and inspections for them.

>  
> I really do not want to start looking for housing in a small town near Carroll because of rent increases.. Since you asked for discussion on this issue, please take into consideration my letter.

>  
> Thank you for your time,  
>  
> Deb Beyerink 712-790-7862





- [Home](#)
- [Program Overview](#)
  - [Registration](#)
  - [Education and Info](#)
  - [Violation Examples](#)
- [Landlord Tenant Act Info](#)
  - [Outreach Events](#)
    - [FAQ's](#)
    - [Contact Us](#)
    - [Map](#)

[Register](#)

## The Registration and Inspection Process

### Program overview

Below is a high level overview of our program. For a detailed look download the adopted [ordinance here](#).

January 2020 for 90 days  
**Registration Begins**

**Registration required.** It shall be unlawful for any person to offer for lease, lease, or continue to lease a rental dwelling to any other person unless the rental property containing the rental dwelling has been registered as such under this article with the permits and inspections division.

Duration of registration. A registration under this article shall be in effect until the property owner transfers the rental property.

In the event that any of the information in the registration application changes, the property owner shall file a revised registration application containing the change, within days after the change becomes effective.



BOONE

## 2016 RENTAL HOUSING FEE SCHEDULE

### DESCRIPTION

### FEE AMOUNT

#### RENTAL PERMIT REGISTRATION:

SINGLE FAMILY	\$100.00
TWO FAMILY/ DUPLEX / TRIPLEX	\$115.00
MULTI FAMILY COMPLEX (4 Units and Over)	\$50.00
EACH UNIT	\$10.00
FAILURE TO REGISTER	\$300.00

ONLY PAID DURING RENTAL PERMIT  
CYCLE. REWARDS LANDLORDS FOR  
GETTING ON MULTI-YEAR INSPECTION  
PROGRAM

#### ANNUAL SELF INSPECTION:

SINGLE FAMILY	\$20.00
TWO FAMILY/ DUPLEX / TRIPLEX	\$25.00
MULTI FAMILY COMPLEX (4 Units and Over)	\$15.00
EACH UNIT	\$4.00
FAILURE TO COMPLETE SELF INSPECTION FORM	PLACED ON AN ANNUAL INSPECTION CYCLE (FEES ABOVE)

#### INSPECTION:

1ST INSPECTION INCLUDED IN REGISTRATION FEE	\$0.00
1ST REINSPECTION	\$50.00
2ND REINSPECTION	\$75.00
3RD REINSPECTION	\$150.00
4TH REINSPECTION	\$300.00
MORE THAN 4 INSPECTIONS	MUNICIPAL INFRACTION

#### COMPLAINTS:

If a complaint is filed by the tenant and requires an inspection in which violations are not found.	\$0.00
If a complaint is filed by the tenant and requires an inspection in which violations are found, these fees are paid by the landlord	\$75.00
<i>Note: If a complaint is filed by the tenant and requires an inspection and there are no violations found, the tenant may be charged.</i>	\$50.00

#### MISCELLANEOUS:

NO SHOW FOR SCHEDULED INSPECTION	\$50.00
FILING AN APPEAL (ZONING BOARD OF ADJUSTMENT)	\$100.00
REINSTATEMENT FEE (FOR REVOKED LICENSES)	\$50.00
CRIME FREE HOUSING CLASS	\$75.00

Below is a list of landlords that agree to the comments submitted and do not want the current ordinance as presented.

**Name**

Ron Schmitz  
Ruby&Ron Lutwitze  
Rick Pawletzki  
Leo Kasparbauer  
David Farrell  
Roy Osterlund  
Mern Irlbeck  
Leona & John Mueggenberg  
Keith Pottebaum  
Elmer Venteicher  
Mark Schreck  
Michelle for Onken Rentals  
Barb & Snort Snyder  
Jair Mayhall  
Don Kitt  
Randy Brockman  
Jan & Steve Sander  
Greg Kasparbauer  
Margaret Saddoris

**Name**

Jolene Handlos  
Adam Schweers  
Brian Wittrock  
Erv Haberl  
Brian Haberl  
Jason Reising  
Dan Drake  
Dan Kraus  
Pat Hagedorn  
Richard Dentlinger  
Bob Dentlinger  
John Reinart  
Al Kraus  
Dave Schapman  
Larry Hansman  
Tony Potthoff  
PJ Scheck  
Ron Meiners  
Bryan Sloth

I am signing this petition to try and convince the city that we don't need to have an inspection program for safety reasons and realize that if they adopt this ordinance that my rent will go up due to fees and for the city to hire a new employee. This should be a complaint driven process using the city website for reporting an issue or directly on the phone, using existing personnel.

First Name	Address	Date
Anna J. Adair	1825 N Grant Rd Carroll, IA 51401	2/5/20
Clara J. Charter	1826 N. Randall Rd #7 51401	"
Cindy R. Ewing	1815 N GRANT RD. #7	"
Blake Dierker	1833 N Grant Rd #2	"
Tristen Giralamo	319 E 18th St #2	"
Alison Kozak	313 E 18th St Apt #2	"
Connie Grynberg	1834 N RANDALL #3	"
Sharon Fenders	1834 N. Randall #2	"
Jessika Beck	1825 N Grant Rd #2	"
Jacob Hoxsie	1825 N Grant Rd #2	"
Sybil Anderson	1820 N. Randall Apt. 1	"
Joan Schuster	1826 N Revell Rd Apt 2	"
Drew Hoyt	1812 N Randall Rd Apt 4	2/6/20
Jaden Hoyt	1812 N Randall Rd Apt 4	"
Matt Plagman	1812 Randall Rd Apt 1	"
Kelli Betten	1809 North Grant Road Apt 3	"
Kira Struck	1820 N. Randall Rd Apt. 3	"
Troy Schmitter	1820 N Randall Apt 2.	"
Ashley Posse	1826 N. Randall Rd Apt. 1	"
Kellie Eversole	1844 N. Randall Rd Apt 2	"
Barbara Heller	1834 N. Randall Rd Apt 4	"
Sherry Joy	1846 N. Randall Rd Apt. 1	"
Emily Mankato	1846 10 Randall Rd Apt 3	"
Roman Mancio	1846 10 Randall Rd Apt 3	"
Jose A. Robinson	1849 N Grant Rd Apt 4	"
Nivka Perez	1849 N Grant Rd Apt 4	"

Jandra Redlenger	1849 N. Grant Rd. - #3, Carroll, IA	2/6/20
<del>Wanda</del>	1833 N Grant Rd Apt #4 Carroll IA	2/6/20
Zinda Oberb	1812 N. Randall Rd. #3 Carroll, Ia	2/7/20
Brian Jay	331 E 18th St Apt 1 Carroll, IA	" "
Sarah Pauley	331 E 18th St #3 "	" "
Marlene Schmidt	1849 N Grant Rd Apt #1 Carroll IA 51401	2/8/20
Pat Johnson	1826 N Randall Rd Apt 4 Carroll, IA	2-8-20
Joshua	1809 N Grant Rd Apt 2 Carroll, IA 51401	"
Christa Kamey	3301 E. 18th St. Apt #2 Carroll, IA	5/4/01
Dustin Arnold	331 E 18th St Apt #2 Carroll IA 51401	"
Alison Spangler	331 E 18th St Apt #1 Carroll, IA	5/4/01
Mark Danner	1825 N Grant Rd #3	"
Joni A Warner	313 E. 18th St Apt 1 Carroll Ia.	
Ron Wesley	313 E 18th St.	
Russ Szymon	1820 N Randall Rd, Apt 4, Carroll IA	2/9/20
Jay Thomas	313 EAST 18TH APT CARROLL IA	2/4/20
<del>Mike Miller</del>	1812 N. Randall Rd, Apt #2 Carroll IA	"
Adam Casey	1844 N Randall Rd Apt #3	"
<del>John Long</del>	1844 N Randall Rd Apt #5	"
<del>John Long</del>	1844 N Randall Rd Apt #1	"
Jacob E. Niekirk	1815 N Grant Rd, Apt. 4	"
Tina Kuntz	1833 N Randall Rd, Apt. 4	"
Scott Grote	1832 N Randall Rd Apt 1	"
Gilbert Parra	1846 N Randall Rd Apt 4	"
Joan Munsinger	1833 North Grant Rd #3	"
Ben Samen	1849 N Grant Rd #2	"
Steve Loppnow	1815 N Grant Rd #2	2/9/20
<del>Steve</del>	1815 N GRANT RD #4	
Ann Wilweck	1815 N Grant Rd Apt 4	
Allisa Kluver	1809 N. Grant Rd. #1	2/9/20
Sam Norland	1815 N Grant Rd Apt #3	2/9/20

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 4:00 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: Rental Ordinance  
Attachments: JR rental ordinance.pdf

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From: Jason Reising <jason@drelectricia.com>  
Sent: Thursday, February 27, 2020 3:59 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Ordinance

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Please see attached letter regarding rental ordinance.

Jason Reising  
[jason@drelectricia.com](mailto:jason@drelectricia.com)  
712-790-9710



D/R Electric, Inc  
323 W. 3<sup>rd</sup> St.  
Carroll, IA 51401

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Jason Reising  
D/R Real Estate, Triple RD  
Investments  
323 W 3rd St  
Carroll, IA 51401

2/27/20  
City of Carroll  
627 N Adams St  
Carroll, IA 51401

RE: Rental Code Ordinance

712-790-9710

To Whom It May Concern:

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I am writing this letter in regards to the proposed rental code ordinance.

#51

I do not feel that landlords should be responsible for delinquent utility bills that are in the tenant's names. No other utility should be allowed to go after landlords (i.e. Western Iowa Networks, CenturyLink, Mid-American Energy, Mediacom, etc.).

#52

Landlords should not be responsible for the tenants parking on unapproved surfaces when we have provided parking surfaces (code 69.15).

#53

If a tenant has combustible materials on the property, it should not be landlord's responsibility for proper storage (code 158.09.1D).

#54

Unproper use of extension cords by tenants is out of our control, we should not be liable for those (code 158.09.6).

#55

Landlords should not be responsible for tenants placing items in the way of control panels (code 158.08.9).

#56

It should not be landlord's responsibility for smoke detectors that tenants have disassembled, removed, taken out battery, etc., we provide the smoke detectors but they take them apart (code 158.07.17).

#57

We are not responsible if tenants choose to sleep in areas that are not meant for that purpose, that is out of our control (code 158.07.13B).

#58

If it is stated that tenants are responsible for maintaining sidewalks and lawns, how can landlords be responsible for those actions of neglected lawns and snow removal?

Sincerely,

A handwritten signature in black ink that reads "Jason Reising". The signature is written in a cursive, flowing style.

Jason Reising

*Partner*

D/R Real Estate, Triple RD Investments

The comments in this letter are the same as Comment Letter "R" except this letter is signed by Dan Drake.

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 4:09 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: rentals  
Attachments: Dan rental ordinance.pdf

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From: Dan Drake <[dan@drelectricia.com](mailto:dan@drelectricia.com)>  
Sent: Thursday, February 27, 2020 4:08 PM  
To: CityofCarroll <[cityofcarroll@cityofcarroll.com](mailto:cityofcarroll@cityofcarroll.com)>  
Subject: FW: rentals

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Rental ordinance

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From: Shannon Reising <[shannon@drelectricia.com](mailto:shannon@drelectricia.com)>  
Sent: Thursday, February 27, 2020 4:02 PM  
To: Dan Drake <[dan@drelectricia.com](mailto:dan@drelectricia.com)>  
Subject: rentals

Shannon Reising  
Office Manager  
[shannon@drelectricia.com](mailto:shannon@drelectricia.com)



D/R Electric, Inc  
323 W 3<sup>rd</sup> St  
Carroll, IA 51401



---

Dan Drake  
D/R Real Estate, Triple RD  
Investments, DMB  
Properties  
323 W 3rd St  
Carroll, IA 51401  
  
712-790-9710

---

2/27/20

City of Carroll  
627 N Adams St  
Carroll, IA 51401

RE: Rental Code Ordinance

To Whom It May Concern:

I am writing this letter in regards to the proposed rental code ordinance. I do not feel that landlords should be responsible for delinquent utility bills that are in the tenant's names. No other utility should be allowed to go after landlords (i.e. Western Iowa Networks, CenturyLink, Mid-American Energy, Mediacom, etc.). Landlords should not be responsible for the tenants parking on unapproved surfaces when we have provided parking surfaces (code 69.15).

If a tenant has combustible materials on the property, it should not be landlord's responsibility for proper storage (code 158.09.1D). Unproper use of extension cords by tenants is out of our control, we should not be liable for those (code 158.09.6). Landlords should not be responsible for tenants placing items in the way of control panels (code 158.08.9).

It should not be landlord's responsibility for smoke detectors that tenants have disassembled, removed, taken out battery, etc., we provide the smoke detectors but they take them apart (code 158.07.17).

We are not responsible if tenants choose to sleep in areas that are not meant for that purpose, that is out of our control (code 158.07.13B).

If it is stated that tenants are responsible for maintaining sidewalks and lawns, how can landlords be responsible for those actions of neglected lawns and snow removal?

Sincerely,

Dan Drake

*Partner*

D/R Real Estate, Triple RD  
Investments, DMB Properties

Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 4:09 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Attachments: rental housing code.pdf

## General questions concerning the Rental Housing Code

There is a place for some type of ordinance regarding rental housing. I feel a more appropriate approach would be a complaint driven system in response to complaints that come in from tenants and found to be in violation of a predetermined code. This would eliminate the additional cost to owners for inspections and time involved for inspections and costly repairs that do not affect the tenant or their way of living. The current ordinance seems to be punishing owners that do not have issues or consistently take care of tenant concerns and maintenance issues in a timely fashion.

#59 Why are rental properties being held to higher standards than an owner occupied property? Why would we not follow the Iowa Code Chapter 562A – Uniform Residential Landlord and Tenant Law?

#60 Who will be on the board? If the mayor is appointing them will there be guidelines for qualifications, experience, previous landlord/tenant, current landlord tenant. Guarantee board will be impartial to anyone that is involved? An advisory board that would include both tenants, landlords, and community members could be an option?

#61 What will the process be if a tenant calls the city without contacting the owner first? The owner should be the first contact and allowed time to make repairs.

What happens when the tenant calls numerous times and there is not an actual problem?

Ex. We had a tenant call us along with the police dept numerous times regarding his heat. Everything was working in his unit and the temperature registered at 71 degrees in the unit. He continued to call because he did not want to pay for the secondary baseboard heat that he was requesting. We supply the boiler and any additional heat is available by baseboard heaters.

#62 What does a rental permit cover? Is each unit require a separate rental permit or is it an umbrella policy covering all units owned by the owner? What happens to other units if the permit is revoked because of one unit?

#63 Is this ordinance only valid for properties within city limits?

#64 Low income homeowners are protected by HUD? Why would there need to be additional governing by the city?

#65 What is the city going to do to help property owners?

Ex. Tenant destroys property, tenant does not hold up there end of the lease, drugs or illegal activities are found in the unit, (Police are unable to do anything specifically even if brought in to the apartment as when it goes to court it gets dismissed as they have no way of actually proving who the drugs belong to), tenant living in filthy, unsanitary conditions and refuse to clean unit, tenants are purposely damaging unit and then refuse to pay rent?

- See attached thumb drive for pics of tenant damages and living conditions

How will the process work if tenant is found to be in violation of their responsibilities?

From experience most tenants are unable to afford the current rent, if owner is forced to follow some of these ordinances, many very costly not affecting the tenants living conditions, owners will be forced to raise rents and rental housing in Carroll will price them self out of the market. If this truly is a program to help tenants, I don't see how this will help tenants? This will only increase living expenses for the tenants and discourage future development and affordable housing by investors or owners.

fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim or flushing rims.

#### 158.04 CERTIFICATE OF RENTAL PERMIT.

1. Rental Permit Required. It is a violation of this chapter for any person to let to another for rent any dwelling unit or rooming unit (except a dwelling or rooming unit located within an owner-occupied, single-family dwelling, condominium, or cooperative containing no more than two dwelling or rooming units), unless the owner or operator holds a valid rental permit. A rental permit is valid for a specified period of time. The document shall be transferable from one owner or operator to another at any time prior to its expiration, termination or revocation. The owner or operator shall notify the Code Enforcement Officer of any changes of interest or ownership in the property within thirty (30) days of any conveyance or transfer of interest affecting the property and provide the name and address of all persons who have acquired an interest therein. In the event that the Code Enforcement Officer has not been notified of such conveyance or transfer within the designated period of time, the rental permit shall be transferred from one owner or operator to another only upon payment of a fee which shall be assessed the new owner or operator, the amount of which shall be set by resolution of the Council. The rental permit shall state the date of issuance, the address of the structure to which it is applicable, and its expiration date. The rental permit shall also include the maximum number of occupants. All dwellings and dwelling units and rooming units being let for rent and occupancy without a valid permit or application for the same on file with the City and fees paid may be ordered vacated.

2. Application. The owner or operator shall file an application for a rental permit, accompanied by the appropriate fees as established by resolution of the Council, with the Code Enforcement Officer on an application form provided by the Code Enforcement Officer. All applications shall be filed and a rental permit obtained before being let for rent or occupancy. Failure to file an application for a rental permit shall constitute a municipal infraction. The owner or operator shall, within thirty (30) days of application, schedule and allow an inspection of the unit by the Code Enforcement Officer and failure to do so may be judicially enforced and constitutes a municipal infraction. All fees for inspections and/or permits shall be paid prior to the scheduled inspection.

3. Issuance. When all pertinent provisions of this chapter have been complied with by the owner or operator, the Code Enforcement Officer shall issue a rental permit.

4. Extension. A rental permit shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Code Enforcement Officer to remedy any violations cited subsequent to an inspection

*How long are rental permits?  
What are the fees to obtain a rental permit?  
Rental permit or umbrella permit or needed for each property/unit?*



authorized or requested pursuant to the provisions of this chapter, provided a rental permit application is on file with fees paid.

**158.05 INSPECTION AND ENFORCEMENT.**

1. Authority. The Code Enforcement Officer is authorized to administer and enforce the provisions of the Rental Housing Code and to make inspections to determine the conditions of all dwellings, dwelling units, rooming units, structures, and premises located within the City, in order that the Code Enforcement Officer may perform the duty of safeguarding the health, safety, and welfare of the occupants of dwellings and of the general public under the provisions of this chapter.

2. Inspection of Rental Units. Inspection of rental units shall be conducted upon request, on a complaint basis, and/or through a program of regular rental inspections which program shall not be conducted more frequently than yearly or less frequently than the set schedule indicated below:

Single family dwelling	Every 3 years
Duplex	Every 3 years
Owner-occupied plus more than 2 dwelling units	Every 3 years
Multiple dwelling units	Every 3 years
Rooming houses	Every 3 years

The provisions of Sections 158.07 through 158.09 of this chapter shall apply to the inspections of all rental units.

3. Access by Owner or Operator. Every occupant of a dwelling, dwelling unit, or rooming unit shall give, upon proper notice, the owner or operator thereof, or any authorized agent or employee, access to any part of such dwelling, dwelling unit, rooming unit, or premises at all reasonable times for the purpose of effecting such maintenance, making such repairs, or making such alterations as are necessary to effect compliance with, or any lawful notice or order issued pursuant to the provisions of Sections 158.07 through 158.09.

4. Access by the Code Enforcement Officer. Whenever authorized to make an inspection or whenever the Code Enforcement Officer has reasonable cause to believe that there exists any condition in violation of any provisions of this chapter or in response to a complaint that an alleged violation may exist, the Code Enforcement Officer may enter such unit or premises during reasonable times to inspect and perform any action authorized by this chapter. If such unit or premises is tenant-occupied, the Code Enforcement Officer shall also notify the owner or other persons having charge or control of the building or premises of the requested entry. The Code Enforcement Officer shall at such times present official

*Actual cost of inspections?*

*Why would they not have notice required as by law?*

EMERGENCY ORDER TO VACATE

To: \_\_\_\_\_, Owner

\_\_\_\_\_, Tenant

Re: \_\_\_\_\_, Location in Violation

You are hereby notified that the Code Enforcement Officer has determined that the above premises contain the following violations of the City of Carroll Rental Housing Code, which violations pose an immediate and serious threat to the health or safety of the occupants thereof and/or the general public:

Code Section	Description of Violation	Location of Violation
_____	_____	_____
_____	_____	_____
_____	_____	_____

You are hereby ordered to vacate the above premises within 48 hours of your receipt of this order.

You are advised that if the condition cited above is corrected and repaired before the expiration of your time limit herein, you may contact the Code Enforcement Officer, who may confirm the repair of the condition and rescind this order.

You are advised that this order may be appealed by filing a written notice of appeal containing the reasons for appeal with the Housing Appeals Board, City Hall, Carroll, Iowa, within twenty-four (24) hours of your receipt hereof. The appeal may dispute the above code violations but it may not request additional time for compliance, nor will the filing of an appeal act to delay the deadline for vacating the premises.

You are further advised that this order to vacate may be judicially enforced and your failure to comply with this order (or as it may be modified on appeal) constitutes a municipal infraction per Chapter 4 of the City Code.

The above notice and order shall be served upon the owner and tenant personally, or by phone, fax, or e-mail (due to the urgency of the emergency order) if immediate personal service cannot be accomplished after reasonable attempts and by posting the copy thereof in a conspicuous place in or about the dwelling affected by the notice and order. The owner may appeal the order by filing a written notice of appeal with the Housing Appeals Board within twenty-four (24) hours of the service of the order. The sole issue on appeal is the cited violation. Time to comply or vacate may not be an issue on an appeal of the order, nor will the filing of an appeal extend the number of days before the premises must be vacated. The Code Enforcement Officer, upon issuing an emergency order to vacate, shall post upon the dwelling a placard designating the dwelling as unfit for human habitation. No dwelling which has been placarded shall again be used for human habitation until a written approval is secured from and such placard is removed by the Code Enforcement Officer. The Code Enforcement Officer shall remove such placard

*What if reason for vacating is caused by negligence of tenant?*

*What if repairs needed will not be completed due to lack of funds by owner? Who then pays for tenants temp housing?*

*Where will tenants go - who will be responsible to find them housing who pays for temp housing.*



- (1) State in what manner the variance from the specific provision is to be allowed; and
- (2) State the conditions under which the variance is to be made; and
- (3) Be based upon specific findings of fact based on evidence related to the following:
  - (a) That there are practical difficulties or unnecessary hardships in carrying out the strict letter of the specific provision, common to dwellings, dwelling units, or rooming units to which the variance will apply, and
  - (b) That such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

6. Amendments. Additionally, the Housing Appeals Board may on its own motion recommend improvements, amendments or modifications to this chapter.

#### 158.07 MINIMUM STRUCTURE STANDARDS FOR ALL RENTAL DWELLINGS.

1. Supplied Facility. Every supplied facility piece of equipment or required utility shall be constructed and/or installed so that it will function safely.
2. Kitchens. Every dwelling unit shall have a kitchen room or kitchenette equipped with the following:
  - A. An approved kitchen sink. *- What is the definition of approved?*
  - B. Space capable of properly accommodating a refrigerator and a stove or range.
  - C. Proper access terminals to utilities necessary to properly operate a refrigerator and stove or range.
  - D. Adequate space for the storage and preparation of food. *- What constitutes adequate space?*
3. Water Closet Required. Every dwelling unit shall contain an approved water closet.
4. Bath Required. Every dwelling unit shall contain an approved bathtub or shower.
5. Lavatory Basin Required. Every dwelling shall contain an approved lavatory basin within or adjacent to the room containing the toilet.
6. Privacy in a Room Containing Toilet and Bath. Every toilet and every bath shall be contained within a room or within separate rooms which afford privacy for a person within said rooms.
7. Water Heating Facilities Required. Every kitchen sink, bath and lavatory basin required in accordance with the provisions of this chapter shall be properly

connected with supplied water heating facilities. Every supplied water heating facility shall be properly connected and shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every kitchen sink and lavatory basin required under the provisions of this chapter at a temperature of not less than one hundred twenty degrees (120°) Fahrenheit [forty-eight degrees (48°) centigrade]. Such supplied water heating facilities shall be capable of meeting the requirements of this section when the required space heating facilities are not in operation.

8. Connection of Sanitary Facilities to Water and Sewer Systems. Every kitchen sink, laundry sink, mop sink, toilet, lavatory basin, and bath shall be properly connected to an approved water and sewer system.

9. Exits.

A. Every dwelling unit and every rooming unit shall have access directly to the outside or to a public corridor.

B. Every rental dwelling shall have at least two (2) exits as a means of egress from each floor, one of which may be a window. This requirement applies to the ground floor and above and basements that include sleeping rooms. - ?

C. All windows used as exits for means of egress shall have a minimum net clear opening of 4.0 square feet and the minimum net clear opening dimensions shall be at least twenty-four (24) inches by twenty (20) inches. Exception: Windows of slightly lesser dimensions which were installed in conformance with a previous building code may be approved by the Code Enforcement Officer providing they have minimum net clear opening dimensions of at least twenty-two (22) inches by eighteen (18) inches. Where windows are provided as means of egress or rescue, they shall have finished sill height not more than forty-four (44) inches above the floor, except that a step or step stool may be used to maintain the 44-inch sill height requirement. If the sill of a window provided for egress is more than six (6) feet above grade, a portable escape ladder must be provided and must be stored in the same room as the egress window. *maybe - why wouldn't they if they were built to code?*

D. New dwelling units shall have exits as required by the Building Code and Fire Code of the City of Carroll.

E. Every means of egress shall comply with the following requirements:

(1) Handrails. All stairways comprised of four (4) or more risers shall be provided with a substantial and safe handrail. Unenclosed floor and roof openings, open and glazed sides of landings and ramps, balconies or porches which are more than thirty (30) inches above grade or above the floor below, and any emergency egress pathway



across a roof with a slope of more than 10 degrees shall be provided with a substantial and safe guardrail.

- (2) Every stairway shall have a width, riser height and tread width which shall be adequate for safe use. - *What constitutes safe use? Who decides what is adequate?*
- (3) Doors and windows readily accessible from outside the unit shall be lockable from inside the unit.
- (4) Every doorway providing ingress or egress from any dwelling unit, rooming unit or habitable room shall be at least six (6) feet high and twenty-two (22) inches wide.
- (5) Designated egress doorways and windows in all rental dwellings on any floor with more than four (4) dwelling units or more than six sleeping rooms in the case of a rooming house, shall be marked with illuminated exit signs.

10. Ventilation.

- A. Every dwelling unit and rooming unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, black mold, and other harmful air pollutants.
- B. Every window or other device with openings to the outdoor space, used for ventilation, shall be supplied with screens of not less than sixteen mesh per inch.
- C. Every system of mechanical ventilation, such as air conditioners and vent fans shall be maintained in operable condition.

11 Heating. Every dwelling shall have heating facilities which are properly installed and are capable of safely and adequately heating all habitable rooms, bathrooms, and toilet rooms located therein to a temperature of at least sixty-eight degrees (68°) Fahrenheit [twenty degrees (20°) centigrade] and shall be capable of maintaining in all said locations a minimum temperature of sixty-five degrees (65°) Fahrenheit, [eighteen degrees (18°) centigrade] at a distance of three (3) feet above the floor level at all times. Such heating facilities shall be so designed and equipped that heat, as herein specified, is available for all dwelling units and rooming units.

12. Electrical Requirements. Every habitable room shall contain at least two separate floor or wall-type electrical double convenience outlets which shall be situated a distance apart equivalent to at least twenty-five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly installed. Every habitable room, toilet room, laundry room, furnace room, basement and cellar shall contain at least one supplied ceiling or wall-type electric light fixture or switched outlet. Every such outlet and fixture shall be properly installed. Temporary wiring or extension cords shall not be used as permanent wiring.

*- Who set these guidelines? Owner provides boiler heat along with baseboard heating - tenant refuses to use baseboard heaters so they don't have to pay for it*



13. Minimum Space, Use and Location Requirements.

A. Habitable rooms shall have a floor area of not less than 70 square feet.

**Exception:** Kitchens.

B. Sleeping Rooms. In every dwelling unit of two or more rooms and every rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor space and every room occupied for sleeping purposes by two occupants shall contain at least one hundred (100) square feet of floor space per sleeping room. An additional thirty (30) square feet per room is needed for each additional occupant, with maximum bedroom occupancy of four (4). Example: 1 sleeping room with 4 occupants = 160 Sq. Ft. Exception: The maximum occupancy of a sleeping room may be exceeded by one (1) child under the age of five (5) years, provided that the maximum occupancy of the dwelling unit is not exceeded.

C. Ceiling Height. The ceiling height of every habitable room shall be at least six feet four inches (6'4"). In any habitable room where the ceiling is a part of a sloping roof, at least one-half of the floor area shall have a ceiling height of at least six feet four inches (6'4"). "Floor area," as used in this subsection, means the area of the floor where the vertical measurement from floor to ceiling is five (5) feet or more. Obstruction of space by such items as water and gas pipes, cabinetry, etc., shall be permitted when such obstructions are located within two (2) feet of a partition or wall, do not interfere with an emergency ingress and egress, and are approved by the Code Enforcement Officer. Obstruction of a ceiling space shall be permitted when such obstruction is located at a height of not less than six feet four inches (6'4") from the floor.

4 Direct Access. Access to each dwelling unit or rooming unit shall not require first entering any other dwelling unit or rooming unit (except that access to a dwelling unit or a rooming unit may be through a living area of a unit occupied by the owner-operator of the structure). No dwelling unit containing two or more sleeping rooms shall have such room arrangements that access to a bathroom water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room. A bathroom or water closet compartment shall not be used as the only passageway to any habitable room, hallway, basement, or to the exterior of the dwelling unit or rooming unit.

15. Lighting of Public Halls and Stairways. Public passageways and stairways in dwellings accommodating two to four dwelling units or rooming units shall be provided with convenient wall-mounted light switches which activate an adequate lighting system. Public passageways and stairways in buildings accommodating more than five (5) dwelling units or rooming units shall be lighted at all times with

*How will owners know when or who is going to be sleeping in each room? How do you police that? Many times closets are used as bedrooms even after tenant has been told it is unacceptable. Tenants can not afford additional rent for half the time we all not even aware we are living in extra using unauthorized areas. By the time you go to inspect there is no evidence or way to prove.*

*-What is adequate? Who determine?*



an adequate artificial lighting system, except that such artificial lighting may be omitted from sunrise to sunset where an adequate natural lighting system is provided. Whenever the occupancy of a building exceeds one hundred (100) persons, the artificial lighting system as required herein shall be on an emergency circuit.

16. Fire Extinguishers; Minimum Approved Type. All rental dwelling units and rooming houses shall have a two and one-half pound type "ABC" fire extinguisher, or have access to a fire extinguisher within seventy-five (75) feet of any unit, which is approved by the Code Enforcement Officer or Fire Chief. Fire extinguishers shall be properly hung in an area of easy access.

*See page 83*

17. Early Warning Fire Protection. All rental units shall have a centrally located smoke detector on each level and one in each bedroom. *- Why 1 in each bedroom? Is that Iowa Code? No?*

18. A carbon monoxide detector located a maximum of four (4) feet off the floor or where recommended by the manufacturer, shall be provided on the main level and on each level with bedrooms. Exception: Units without gas piping may omit carbon monoxide detectors provided they do not have an attached garage.

*- State requirements for CO2 detectors?*

19. Water Closets and Lavatory Basins. At least one approved water closet and one approved lavatory basin shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator's family whenever they share the said facilities, provided that in a rooming house where rooms are let only to males, flush urinals may be substituted for not more than one-half of the required number of water closets.

20. Baths. At least one approved bath shall be supplied for each eight (8) persons or fraction thereof residing within a dwelling containing a rooming unit or units, including members of the operator's family whenever they share the use of the facilities.

21. Location of Communal Toilets and Baths. Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rooming unit.

22. Communal Kitchens. If a communal kitchen is supplied, it shall comply with the following requirements:

A. The minimum floor area of a communal kitchen shall be fifty (50) square feet. Floor area shall include that part of the floor occupied by cabinets and appliances. If the dining area is separate from the kitchen area, it shall have a minimum floor area of fifty (50) square feet.

B. The minimum floor area of a communal kitchen in which roomers are permitted to prepare and eat meals shall be one hundred (100) square feet.

- C. The communal kitchen shall be equipped with the following:
- (1) A refrigerator with an adequate food storage capacity.
  - (2) An approved kitchen sink.
  - (3) A stove or range.
  - (4) At least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.
  - (5) At least six (6) square feet of surface area which is easily cleanable and suitable for the preparation of food.
  - (6) An eating surface and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.

D Every communal kitchen shall be located within a room accessible to the occupants of each rooming unit sharing the use of such kitchen, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.

23. Kitchens: Stoves and Refrigerators. Kitchens or kitchenettes in all rental dwellings shall be supplied with a stove or range and a refrigerator by the owner, operator, or tenant(s).

24 Shades, Draperies and Window Coverings. Every window in rooms used for sleeping rooms in rooming units and furnished dwelling units shall be supplied with shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants. Every window in rooms used for sleeping purposes in unfurnished dwelling units shall be supplied with hardware necessary to support shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants.

*We try to have blinds in every unit and 1/4 of them are broken, tore off or inoperable due to tenant behavior. Who pays to have those replaced? If they do not value their privacy why should we continually fix or provide new window coverings for tenants?*

**158.08 RESPONSIBILITIES OF OWNERS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.**

1. Maintenance of Structure.

A. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk, and appurtenance thereto shall be maintained in safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.

B. Every foundation, floor, exterior wall, exterior door, window, and roof shall be maintained in reasonably weather-tight, watertight, rodent proof and insect proof condition. *- How is that even possible? What would you do to make sure a mouse, snake, spider will not get in.*

C. Every door, door hinge, door latch, and door lock shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within its frame.

*Many times tenants take doors off of rooms, closets or anywhere they feel it is not needed.*

*Even brand new homes built can not guarantee rodent or insect proof -*



Windows broke by tenants. Locks on windows broke off, windows left open because owner pays for heat, screens ripped or pulled out due to children running thru them or negligence of tenant. What recourse do owners have?

- D. Every window, existing storm window, window latch, window lock, and other aperture covering, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame.
- E. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition, and where appropriate, shall be capable of affording privacy.
2. Maintenance of Accessory Structures. Every foundation, exterior wall, roof, window, exterior door, basement hatchway, and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats or other vermin and shall be kept in a reasonably good state of repair. *Who decides what is reasonable?*
3. Rainwater Drainage. All eaves, downspouts, and other roof drainage equipment on the premises shall be maintained in a good state of repair and so installed as to direct rainwater away from the structure.
4. Grading, Drainage and Landscaping of Premises. Every premises shall be graded and drained so no stagnant water will accumulate or stand thereon. Every premise shall be continuously maintained by suitable landscaping with grass, trees, shrubs, or other planted groundcover designed to reduce and control dust. Exception: This chapter shall not affect the existence or maintenance of storm water detention systems. *Landscaping can vary widely. Who decides what is suitable?*
5. Chimneys and Smoke Pipes. Every chimney and every supplied smoke pipe shall be adequately supported, reasonably clean, and maintained in a reasonably good state of repair.
6. Protection of Exterior Wood Surfaces. All exterior wood surfaces of a dwelling and its accessory structures, fences, porches, and similar appurtenances shall be reasonably protected from the elements and against decay.
7. Means of Egress. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.
8. Hanging Screens and Storm Windows. The owner or operator of the premises shall be responsible for hanging all screens and storm windows required by this code, except when there is a written agreement between the owner and the occupant to the contrary. Screens shall be provided no later than the first day of June of each year and storm windows shall be provided no later than the first day of December of each year.
9. Electrical System. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing, or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch, and fixture shall be maintained in



good and safe working condition. The owner or operator shall supply properly sized fuses or equivalent, at the beginning of each tenant's occupancy.

10. Maintenance of Supplied Plumbing Fixtures. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition. All plumbing shall be so designed, installed or replaced so as to prevent contamination of the water supply through backflow, back siphonage, or cross-connection. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times.

11. Maintenance of Gas Appliances and Facilities. Every gas appliance shall be connected to a gas line with rigid black iron piping except that listed metal appliance connectors or semi-rigid tubing may be used if approved by the Code Enforcement Officer. Every indoor gas appliance shall have an approved shutoff valve, which shall be installed in the gas line outside of each appliance and ahead of the union connection thereto, in addition to any valve provided on the appliance. Said valve shall be within three (3) feet of the appliance it serves, except for gas ranges which shall have an approved flexible connector not over six (6) feet in length serving as a final connector. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, or obstruction so as to reduce gas pressure or volume. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.

12. Maintenance of Heating and Supplied Cooling Equipment. The heating equipment of each dwelling shall be maintained in good and safe working condition and shall be capable of heating all habitable rooms, bathrooms, and toilet rooms located therein to the minimum temperature required in this chapter. However, heating and supplied cooling equipment shall not be required to be maintained in operational condition during that time of the year when the equipment is not normally used.

13. Floors - Kitchen and Bathrooms. Every toilet room floor surface, bathroom floor surface, and kitchen floor surface shall be constructed and maintained so as to permit such floor to be easily kept in a clean, dry, and sanitary condition.

14. Supplied Facilities. Every facility, utility, and piece of equipment required by this chapter and/or present in the unit and/or designated for the exclusive use by the occupants of the unit at the time that either the rental agreement is signed or possession is given shall function safely and shall be maintained in proper working condition. Maintenance of facilities, utilities, and equipment not required by this chapter shall be the owner's responsibility unless stated to the contrary in the rental agreement. No required supplied facility shall be removed, shut off, or disconnected from any occupied dwelling unit or rooming unit except for such temporary interruption as may be necessary while actual repairs, replacements, or alterations are being made.

Numerous stoppages because of items put in plumbing - sinks, toilets that do not belong there. ex - food in kitchen sink, toys in toilet - sanitary products, wipes. Who takes care of that?

- toilets running or leaking and tenant does not make owner aware because owner pays water and there is no repercussions to tenants.

Bathrooms Not kept in sanitary condition - even with young children living in unit therefore causing bathroom damages or necessitating replacement of floors.



15. Refrigerators and Stoves. All supplied refrigerators, stoves, and ranges shall be maintained in good and safe working condition.

*-If unit breaks then changes to tenant replacing-*

*-What if tenant breaks / who's responsible?*

16. Toilets, Baths and Lavatory Basins. All toilets, baths, and lavatory basins shall be maintained in good and sanitary working condition.

17. Fire Protection. All fire extinguishers and early warning fire protection systems shall be maintained in good working condition at all times and shall be provided at the beginning of each tenancy.

*-tenants often remove entire unit or batteries completely - then what??*

*-Why is that the responsibility of owner? Insurance doesn't require one - why should the city? Who is going to teach tenant to use? Damage can be done with improper or non-emergency use of fire extinguishers. Who is going to cover those damages? Tenant may feel they don't need to call give dept if they think they can put out themselves. Tenants should call 911 right away and leave resident.*

18. Covered Cisterns. All cisterns or similar water storage facilities shall be fenced, safely covered, or filled in such a way as not to create a hazard to life or limb.

19. Sealed Passages. All pipe passages, abandoned gas lines, chutes, and similar openings through walls or floors shall be adequately enclosed or sealed to prevent the spread of fire or passage of vermin.

20. Pest Extermination. Whenever infestation exists in two or more of the dwelling units or rooming units of any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units or more than one rooming unit, extermination thereof shall be the responsibility of the owner. For dwellings containing two or more dwelling or rooming units where a pest infestation is found the property owner shall be allowed thirty (30) days to treat the pest infestation. If, after thirty (30) days, the infestation remains, the property owner shall carry the responsibility of having the infested units treated by a licensed pest management professional of a licensed pest management company. The owner shall be required to perform quarterly treatments for a period of one year from date of first treatment after the initial thirty (30) days. The owner shall retain records from the licensed pest management professional and shall be made available to the Housing Inspector upon request at the one-year re-inspection. Failure to do so shall result in revocation of rental permit and all occupants will be vacated.

*in lease that tenant is responsible for changing batteries + keep working at all times.*  
*From Past Experience - Pest issues are not resolved because tenant does not do necessary items to keep their unit pest free. Pest then travel to other units.*  
*ex. = cockroaches - tenant does not keep food, garbage cleaned up or does not even make owner aware because of the way they live in unit.*  
*ex = bed bugs - extensive washing/drying of everything in unit is necessary to rid of bed bugs. Multiple treatments are sometimes necessary and tenant does not do required checklist - who's going to pay for?*

21. Owner to Let Clean Units. No owner shall permit occupancy of the vacant dwelling unit or rooming unit unless it is clean, sanitary, and fit for human occupancy.

22. Maintenance of Public Areas. Every owner or operator of a dwelling containing two or more dwelling units or more than one rooming unit shall be responsible for maintaining, in a safe and sanitary condition, the shared public areas of the dwelling and premises thereof, unless there is a written agreement between the owner and occupant to the contrary.

23. Maintenance of Fencing. Every fence shall be kept in a reasonably good state of repair or shall be removed.

*Who decides what constitutes safe and sanitary?*



*Garbage facilities are provided and tenant still leaves in hallways, their closets or dumps right outside of dumpster.*

*Who & how is it decided the occupancy on the rental permit -*

24. Garbage Disposal. Every owner of a dwelling shall supply adequate facilities for the disposal of garbage which are approved by the Code Enforcement Officer and are in compliance with this Code of Ordinances.

25. Occupancy Control. No owner or operator shall knowingly allow the occupancy of a dwelling, dwelling unit, or rooming unit to exceed the number of persons listed on the rental permit.

**158.09 RESPONSIBILITIES OF OCCUPANTS RELATING TO THE MAINTENANCE AND OCCUPANCY OF PREMISES.**

*Who is going to enforce these responsibilities?*

Occupant Responsible for Controlled Area. Every occupant of a dwelling unit or rooming unit shall keep in a clean, safe, and sanitary condition that part of the dwelling, dwelling unit, rooming unit, or premises thereof he or she occupies and controls.

*When numerous inspections are needed who is going to pay for inspections? - should be tenants -*

A. Every floor and floor covering shall be kept reasonably clean and sanitary.

B. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.

C. No dwelling or the premises thereof shall be used for the storage or handling of refuse.

D. No dwelling or the premises thereof shall be used for the storage or handling of dangerous or hazardous materials.

*Tenants will not call & let anyone know if there is a chance they will be responsible*

2. Plumbing Fixtures. The occupants of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof.

3. Extermination of Pests. Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; every occupant of a dwelling containing more than one dwelling unit or rooming unit shall be responsible for such extermination within the unit occupied by him whenever said unit is the only one infested. Notwithstanding the foregoing provisions of this section, whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

4. Storage and Disposal of Garbage. Every occupant of a dwelling shall dispose of rubbish, garbage, and any other organic waste in a clean and sanitary manner by placing it in the supplied disposal facilities or storage containers required by this chapter.

5. Use and Operation of Supplied Heating Facilities. Every occupant of a dwelling unit or rooming unit shall be responsible for the exercise of reasonable care, proper use, and proper operation of supplied heating facilities.



Again - Who is going to enforce this - tenants that have the electrical turned off due to non payment then use extension cords to plug into the common areas. Then what - ??

6. Electrical Wiring. No temporary wiring or extension cords shall be used except extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms, or similar apertures and structural elements or attached thereto. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit.

7. Supplied Facilities. Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof. Occupants shall be responsible for maintaining batteries in all existing and required smoke detectors and/or carbon monoxide detectors.

8. Occupancy Control. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the number of persons listed on the rental permit.

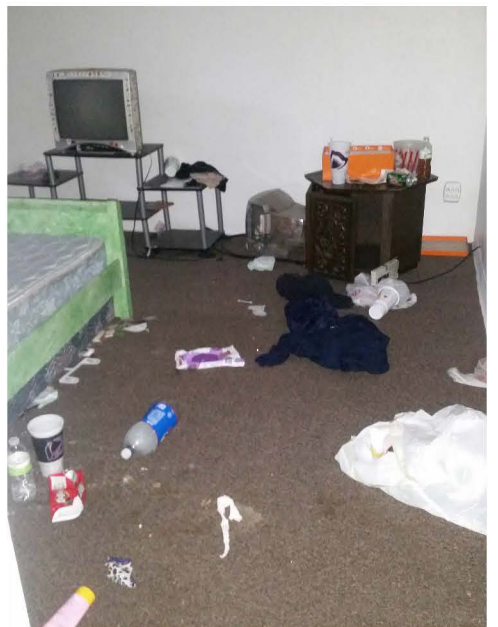
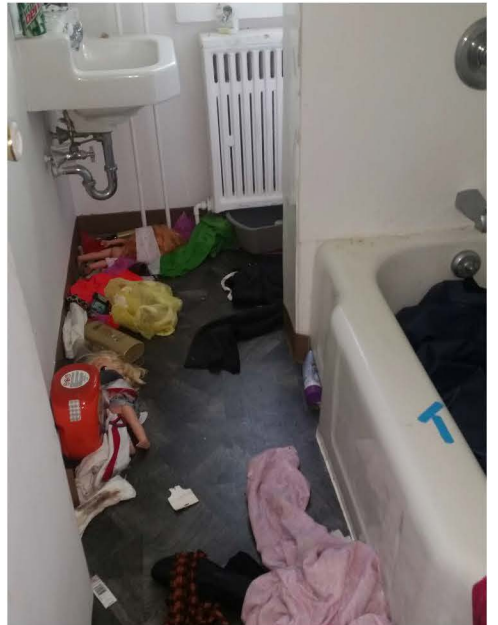
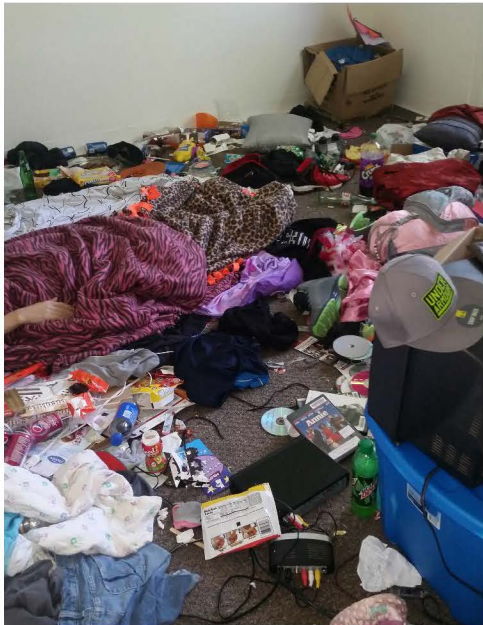
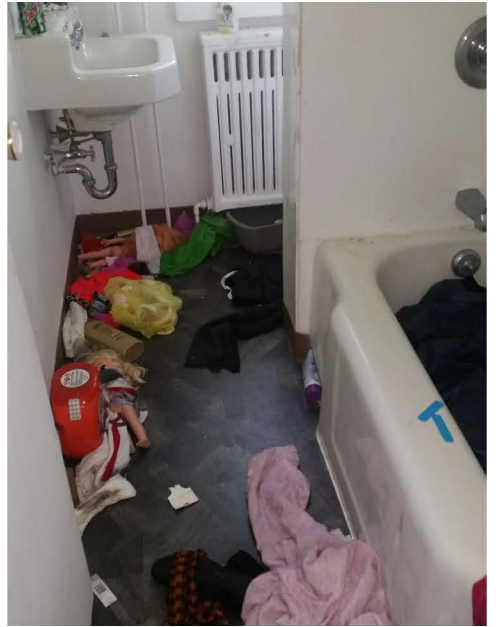
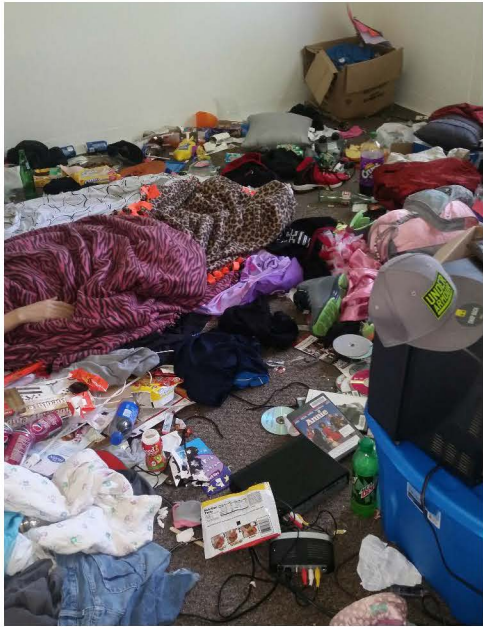
**158.10 PENALTY.** Any violation of the provisions of this chapter may constitute a municipal infraction and shall, upon conviction, be subject to penalties authorized under Chapter 4 of the City of Carroll Code of Ordinances including but not limited to, civil penalty, order for abatement, injunctive relief and other alternative relief. Each and every day that a violation occurs or continues shall be deemed a separate offense. The City may also enforce the provisions of this Chapter by any other cause of action allowed by the City's Code of Ordinances or the State of Iowa Code.

Do you think tenants are going to let owners know if there is more people living there. Extremely hard to prove. Now many people have video cameras and see the amount of people in and out each night - tenants do not admit anyone else living there.

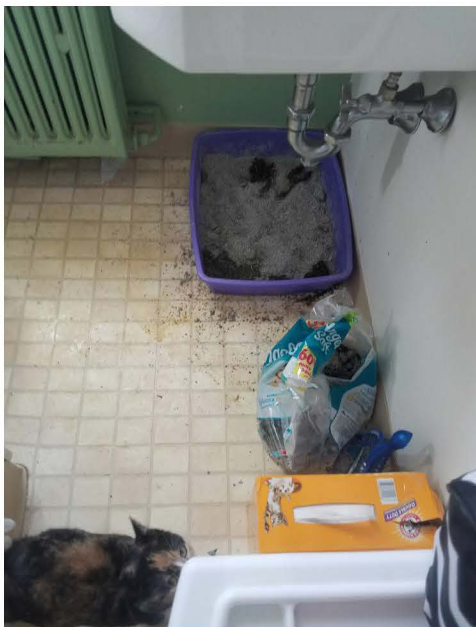
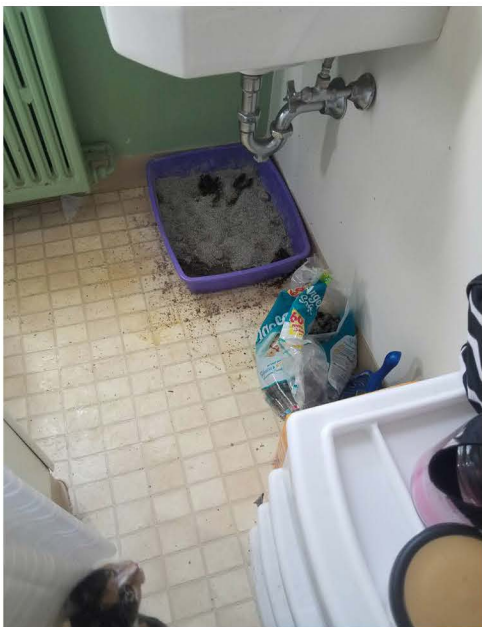
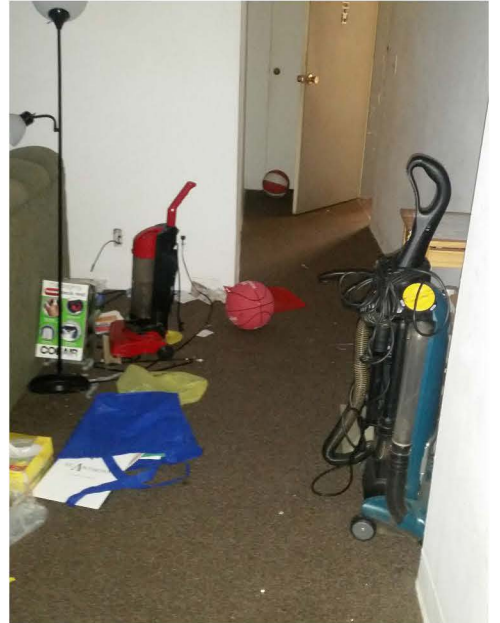
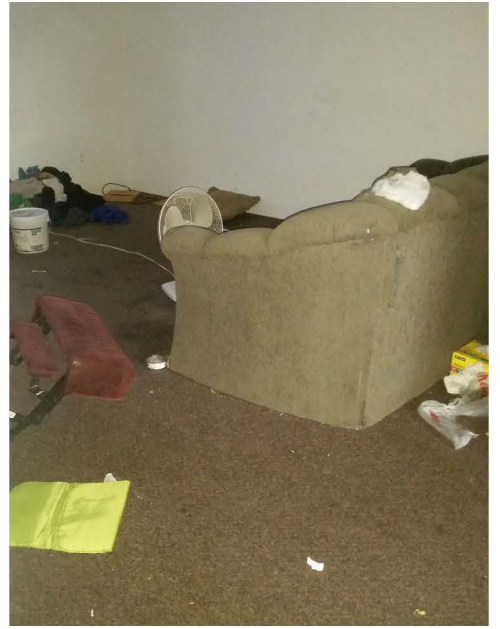
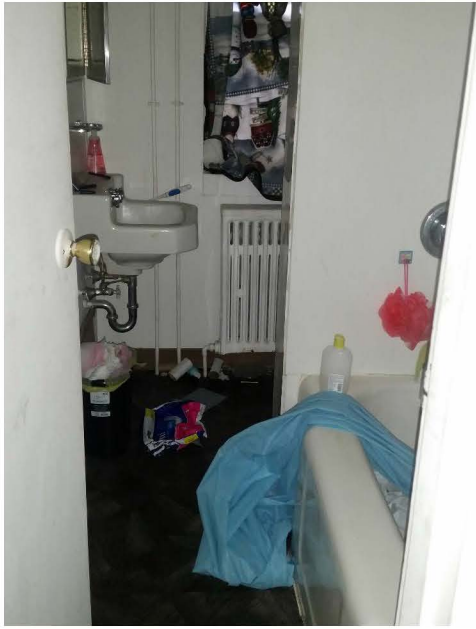
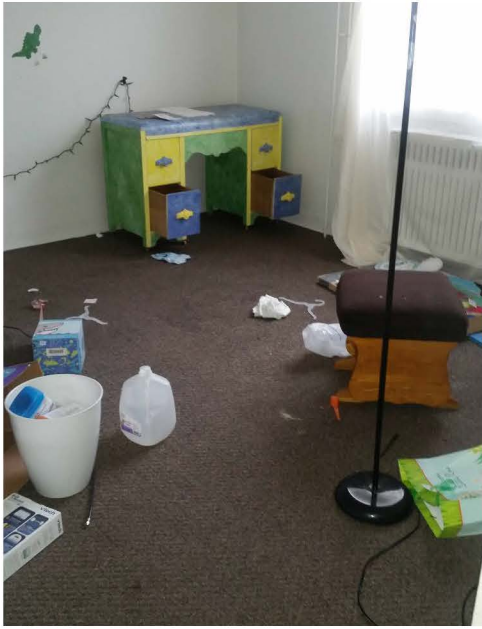
Penalties? = \$  
Who decides the penalties, order for abatement?  
Copy of City Code of Ordinance?  
Copy of State of Iowa Code?

Are these provisions included in these or are they above and beyond these codes?

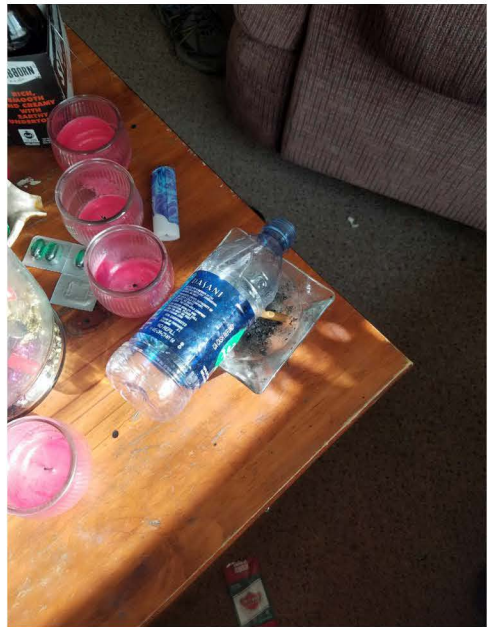
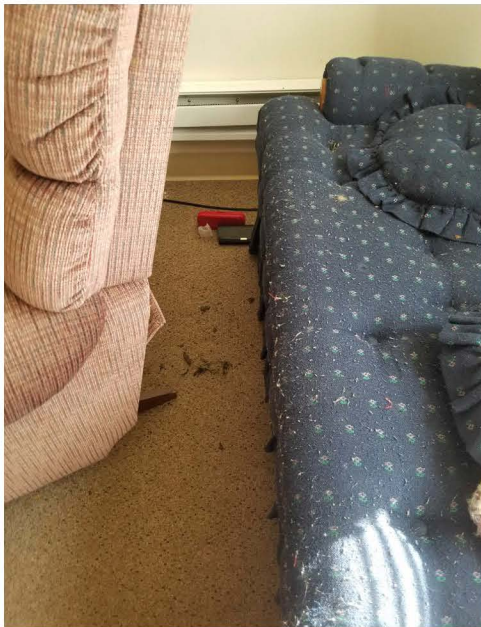
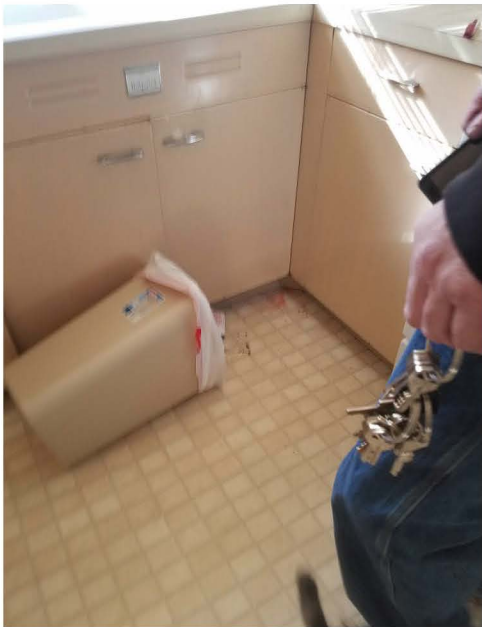
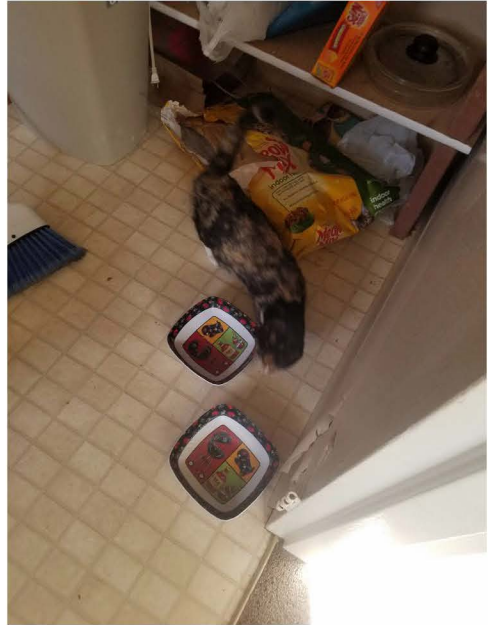
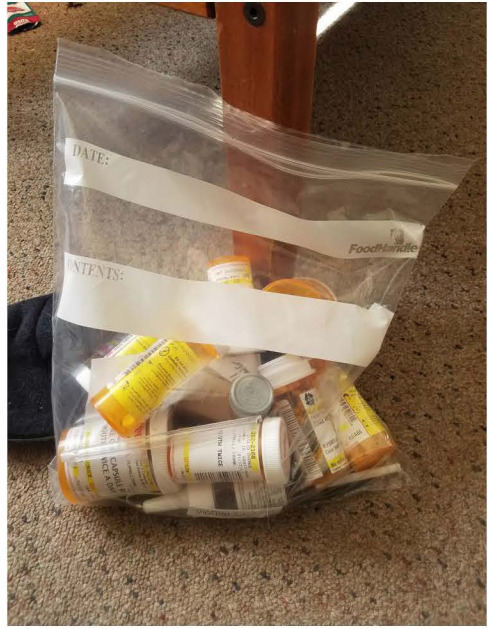
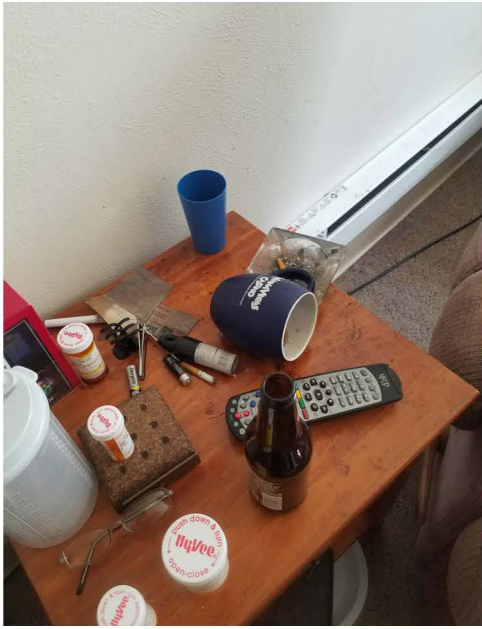




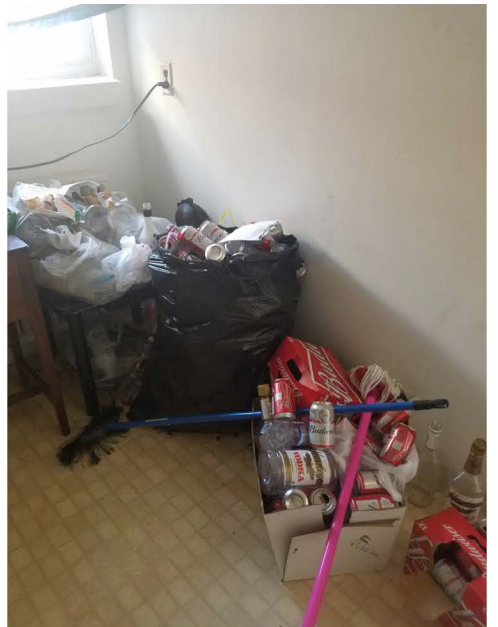
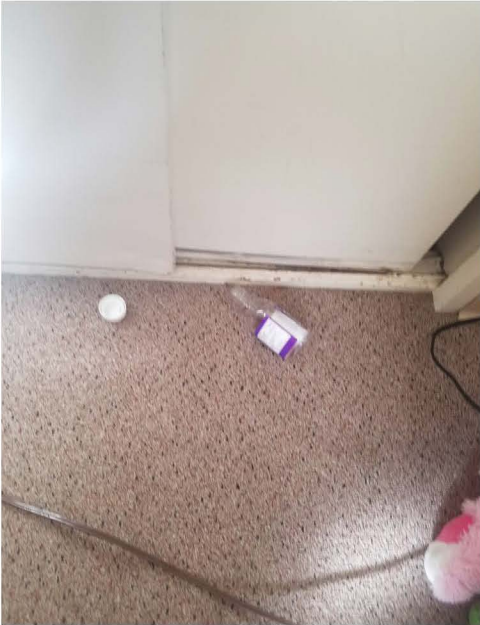
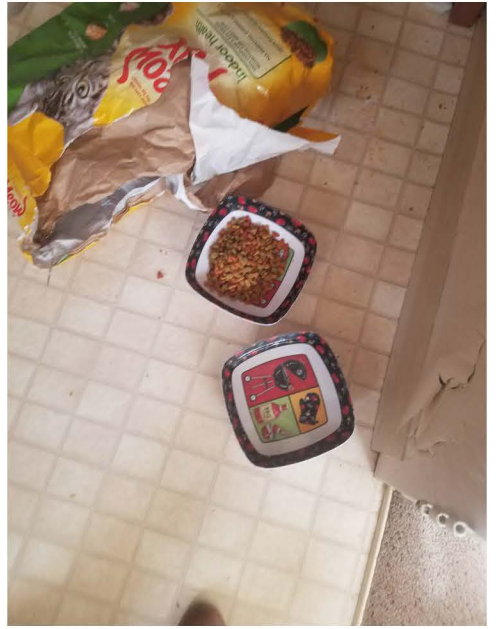




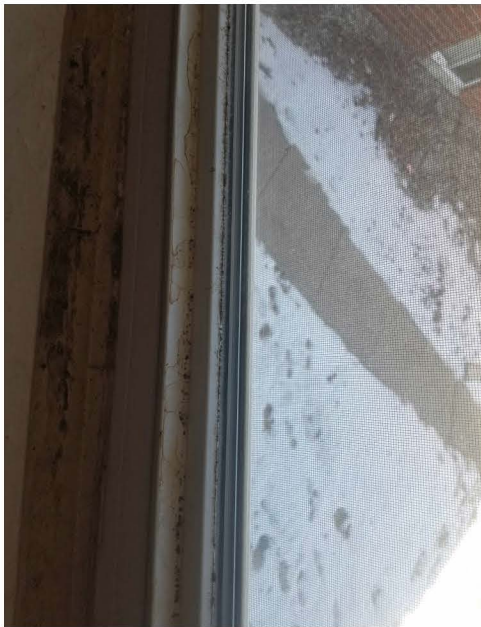
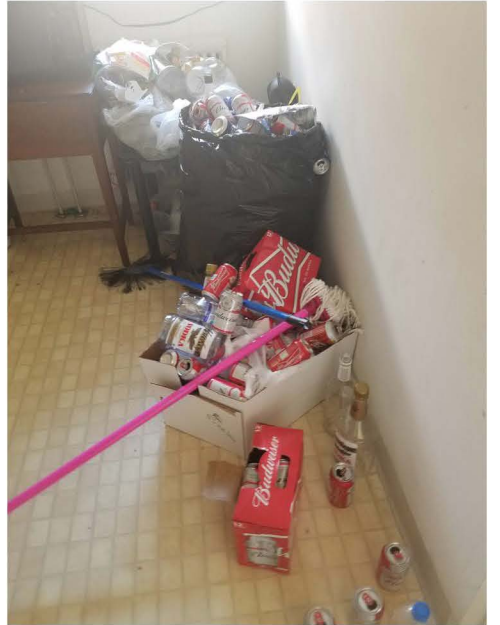
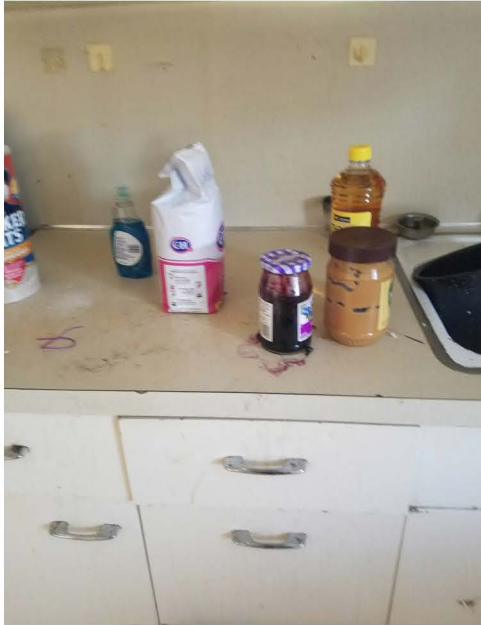
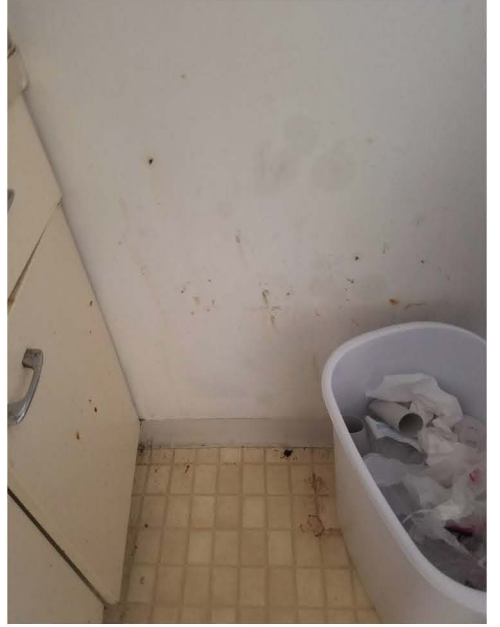
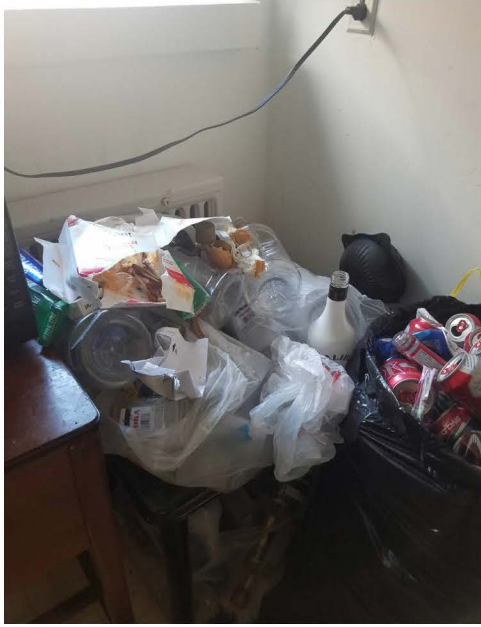








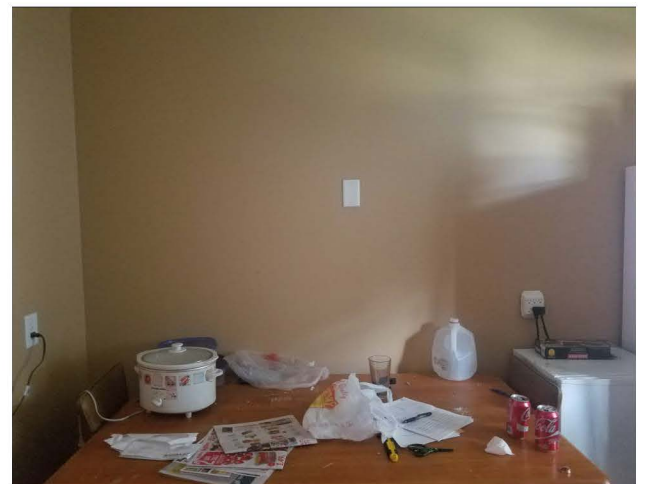
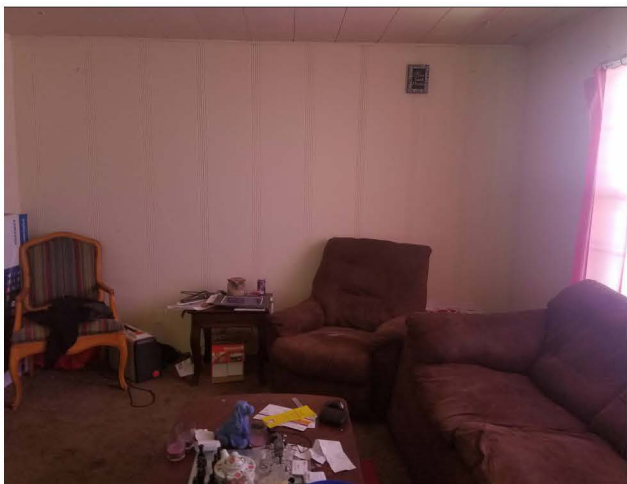
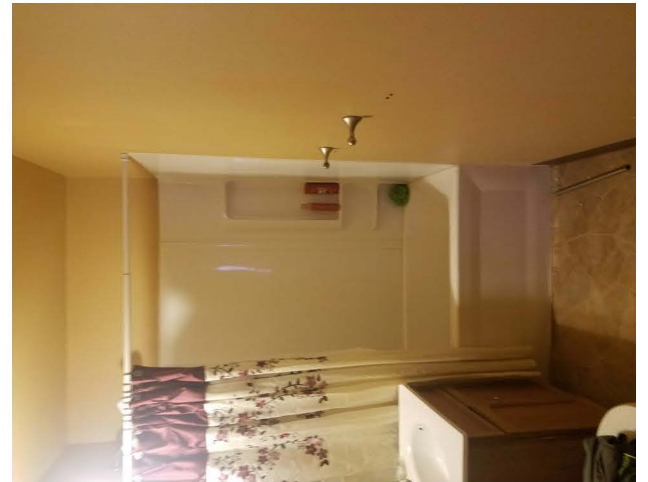
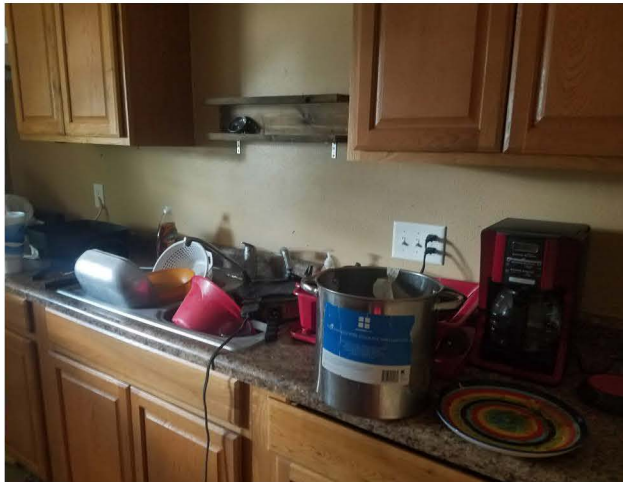
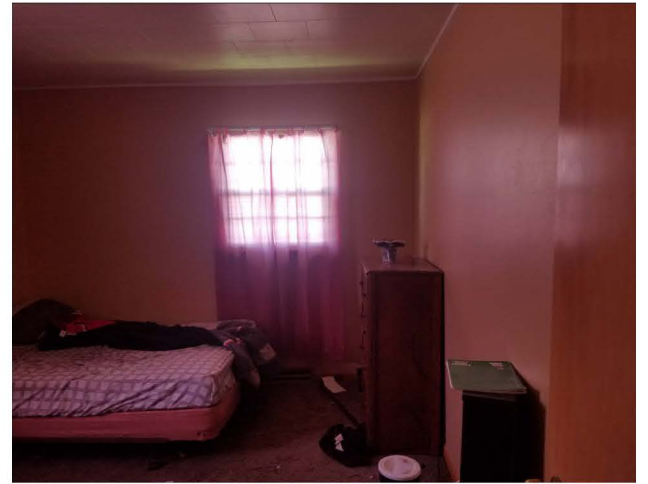
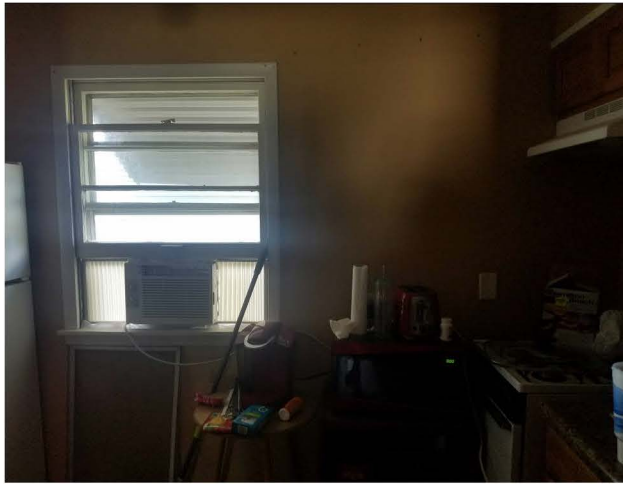


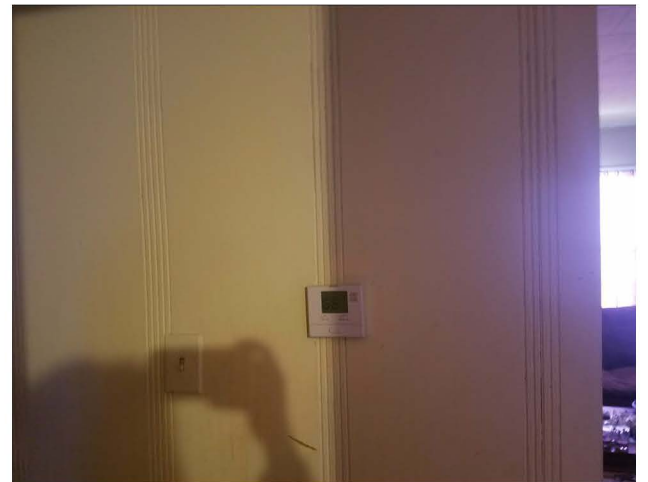
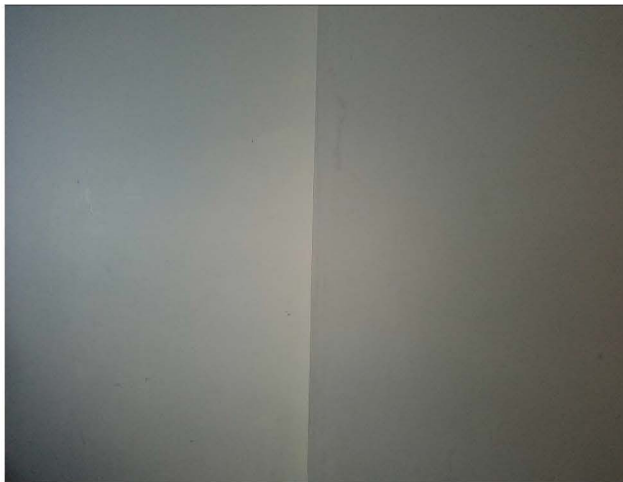
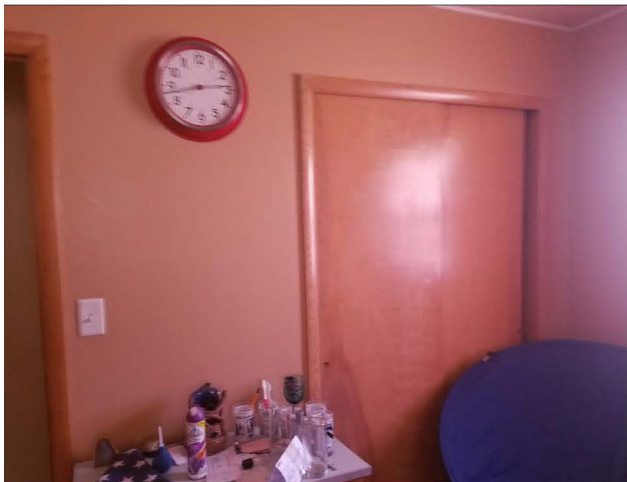
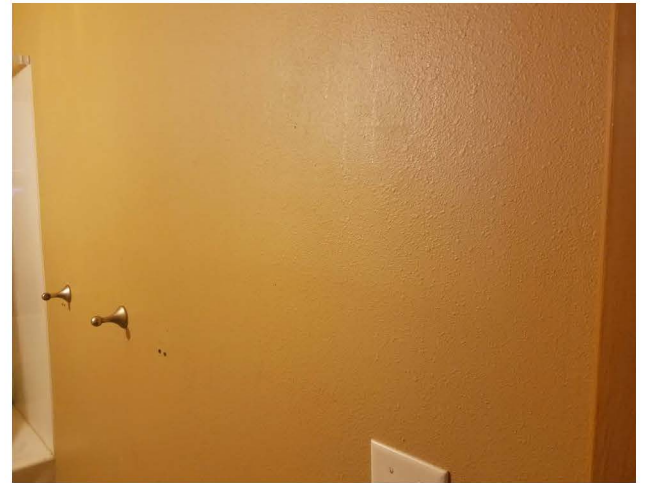
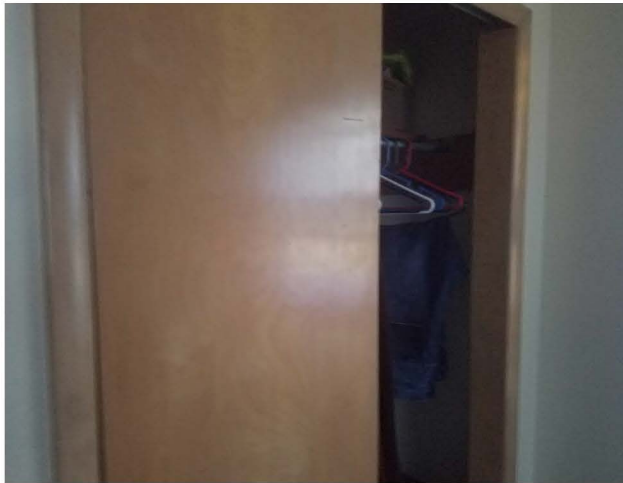




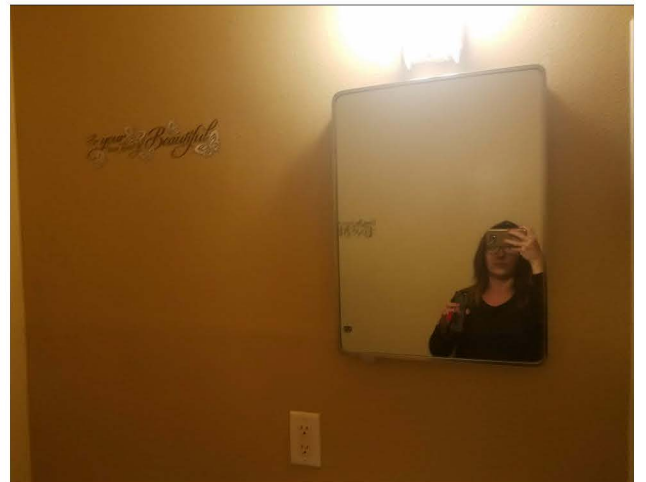
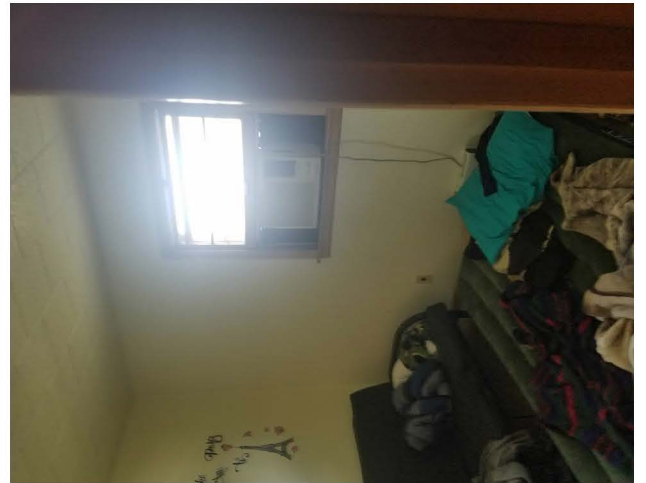
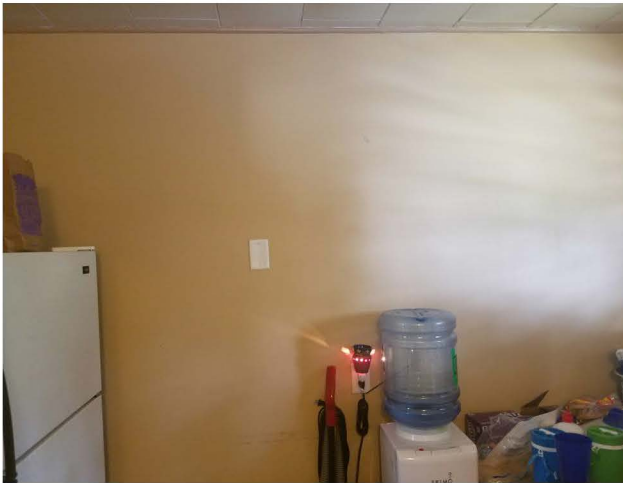
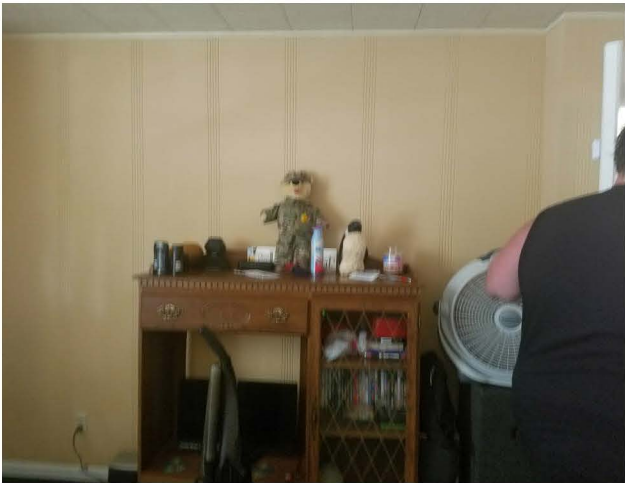


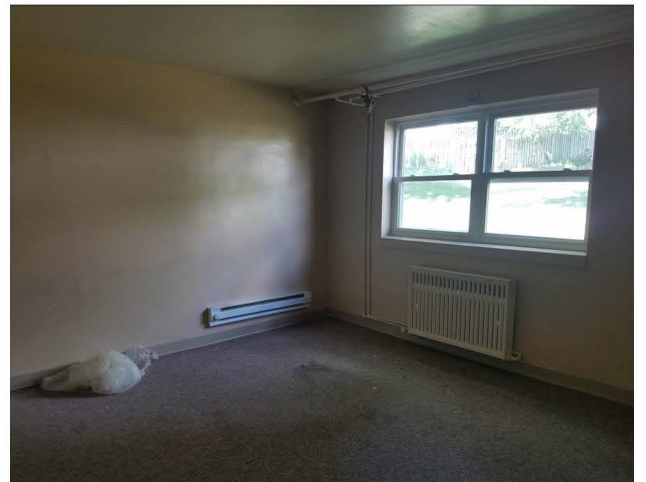
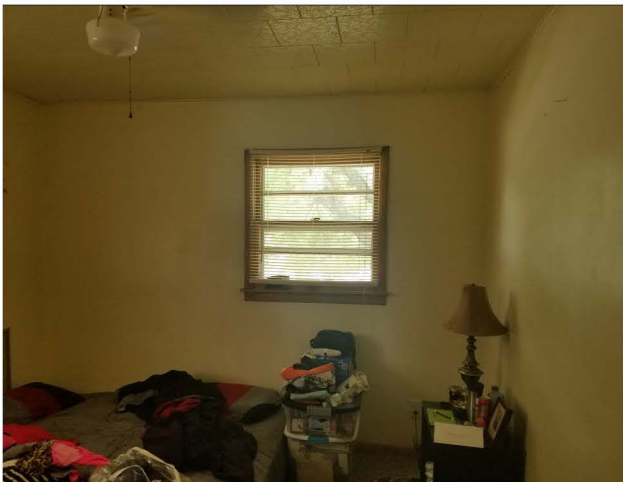
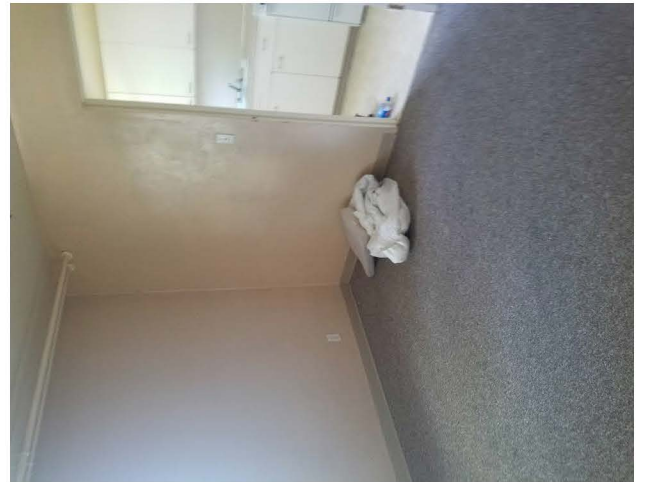
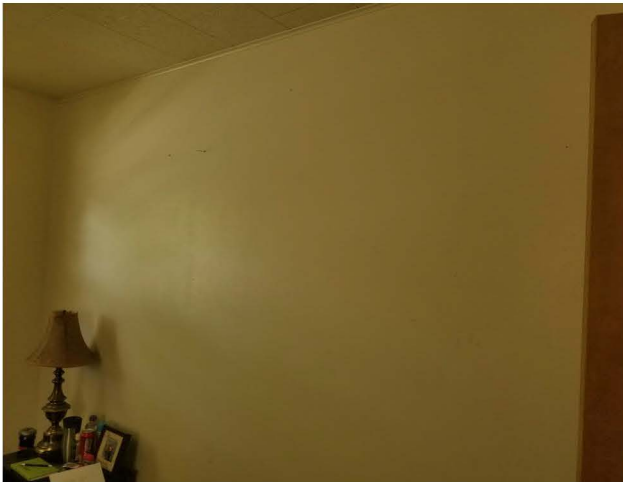
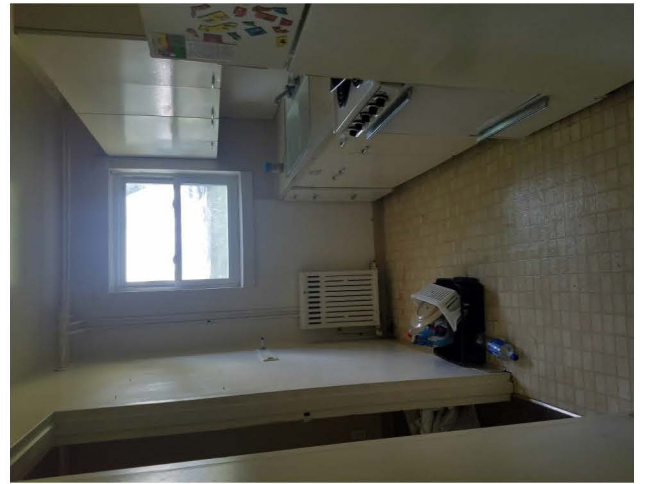




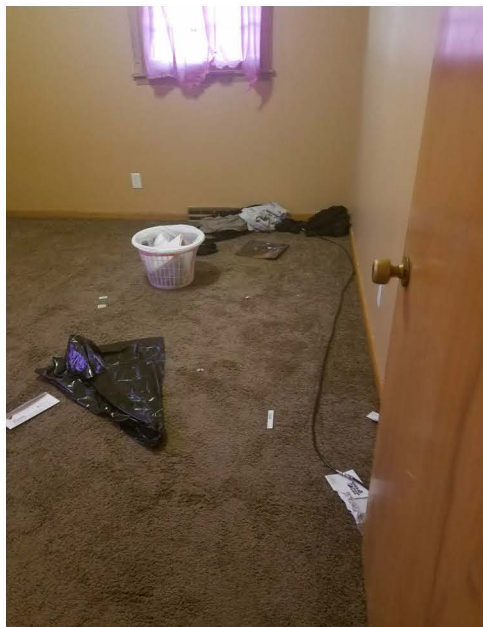
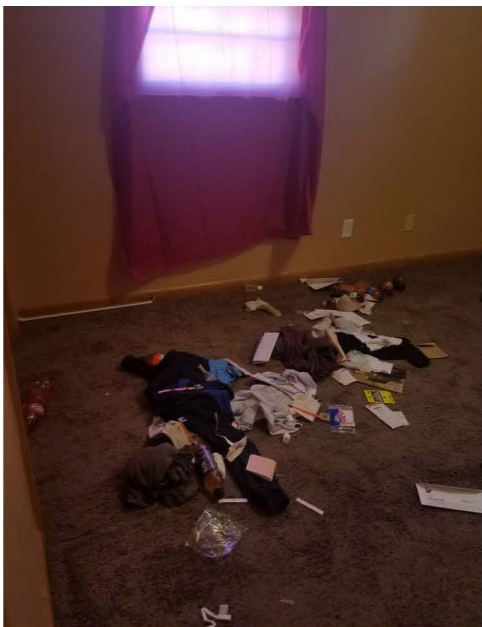
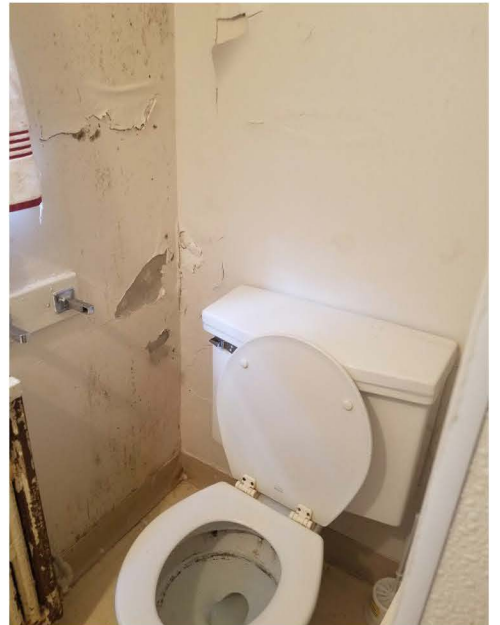




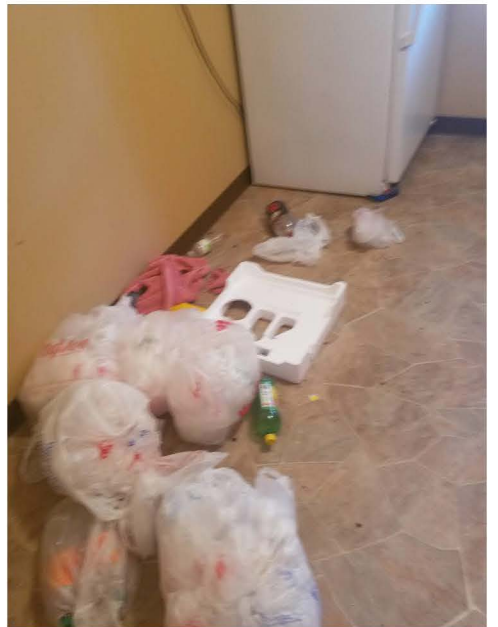
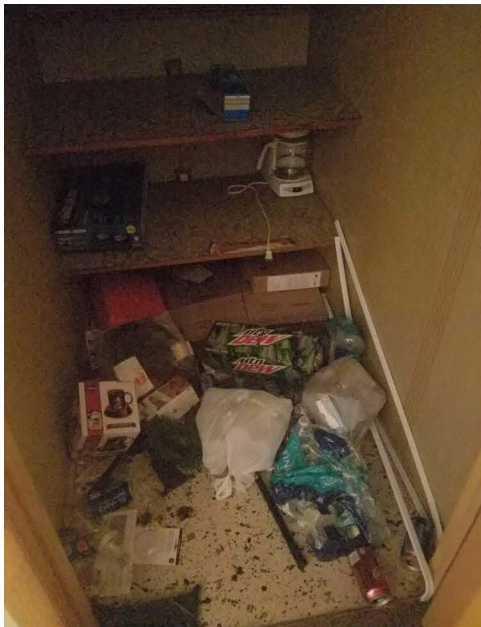
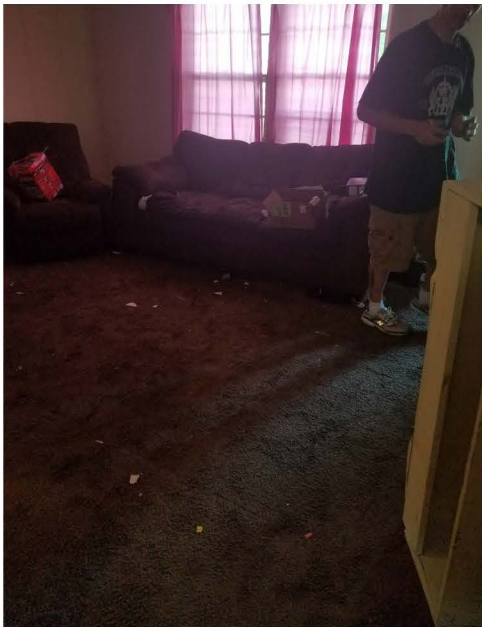
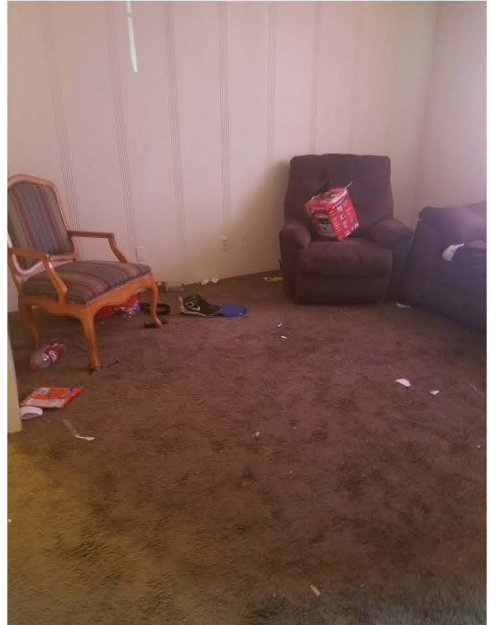
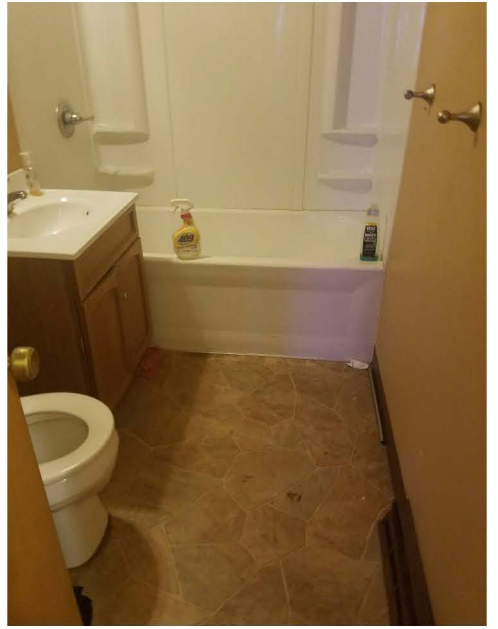




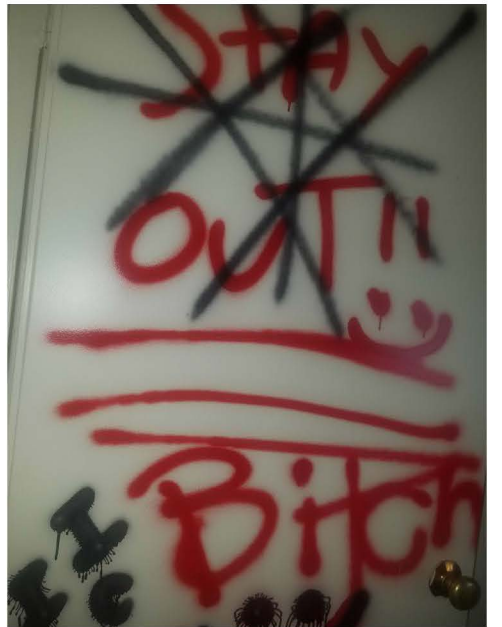
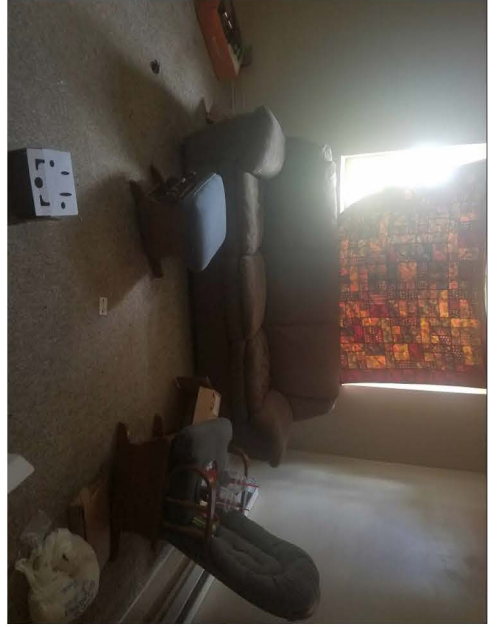
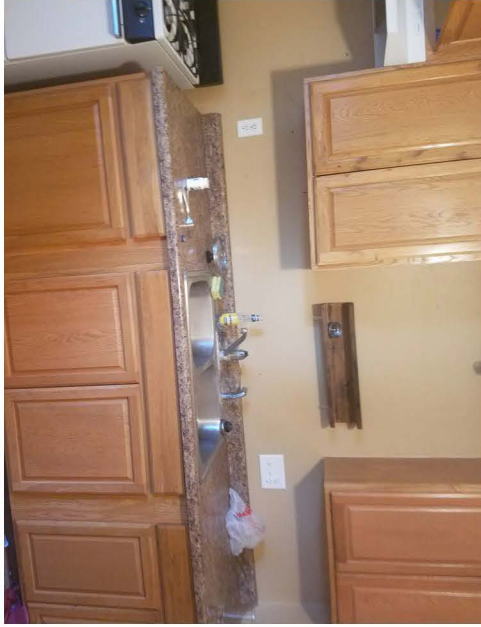




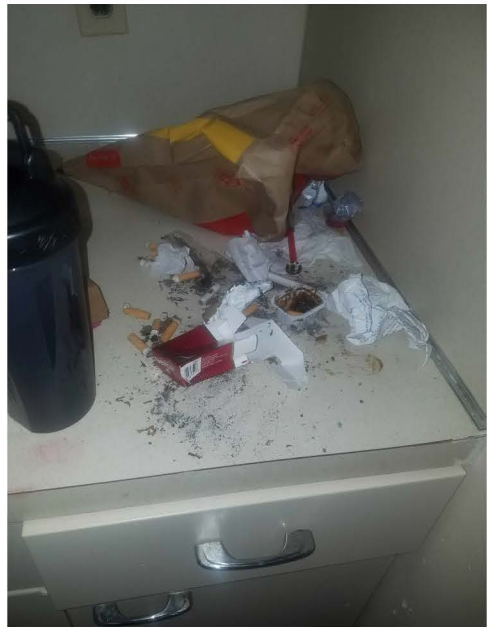
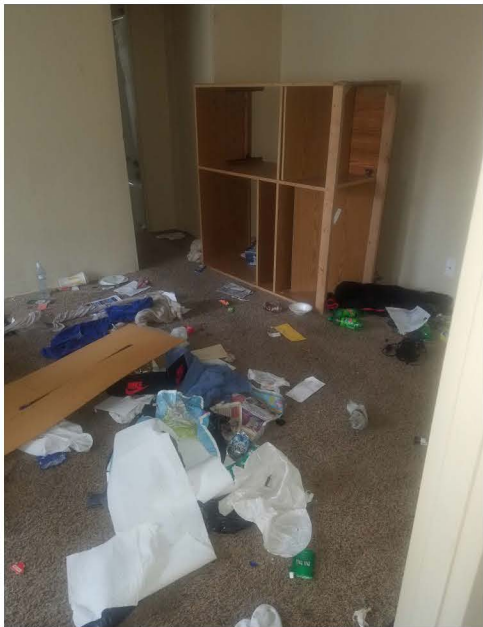
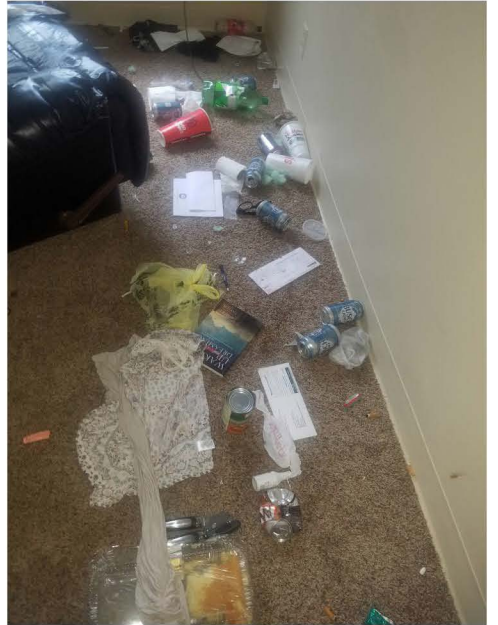
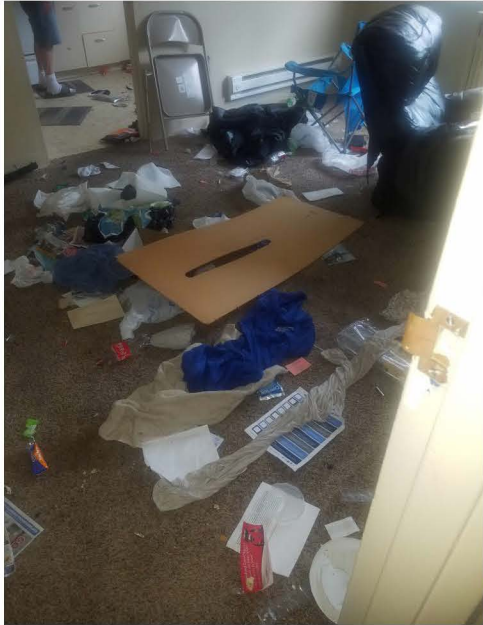
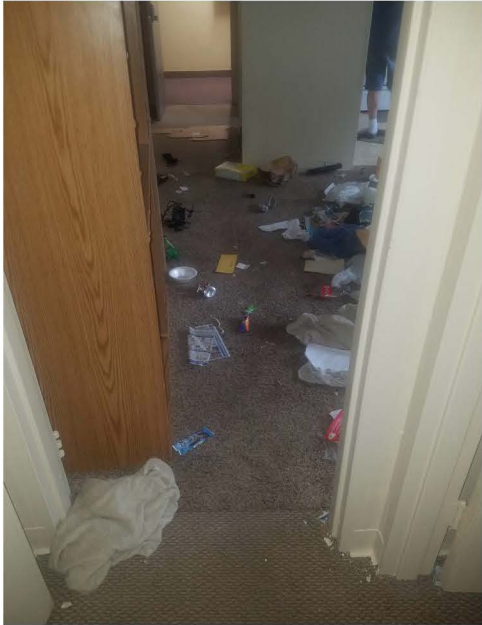
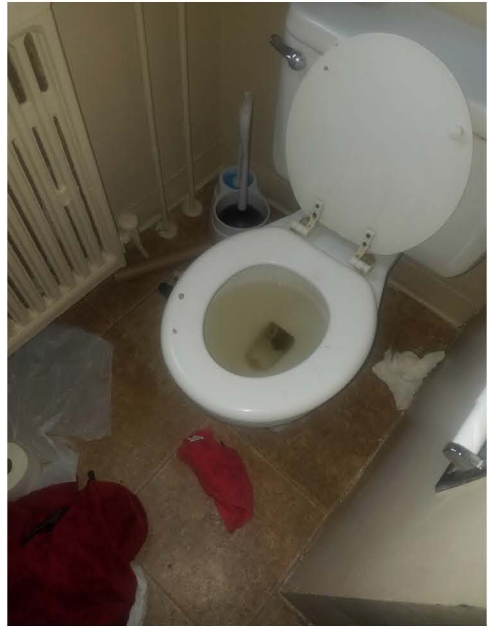
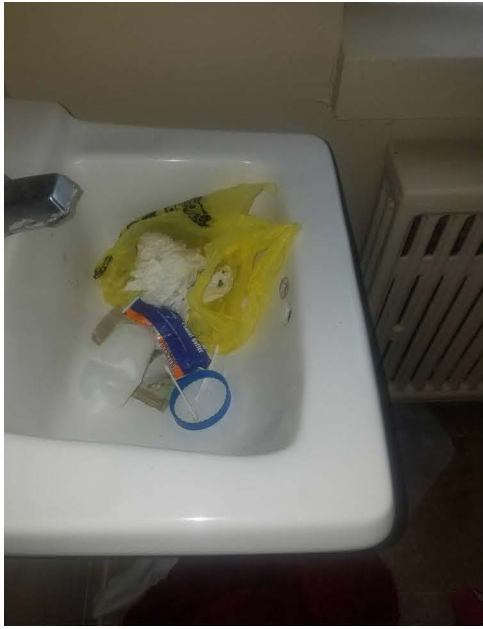




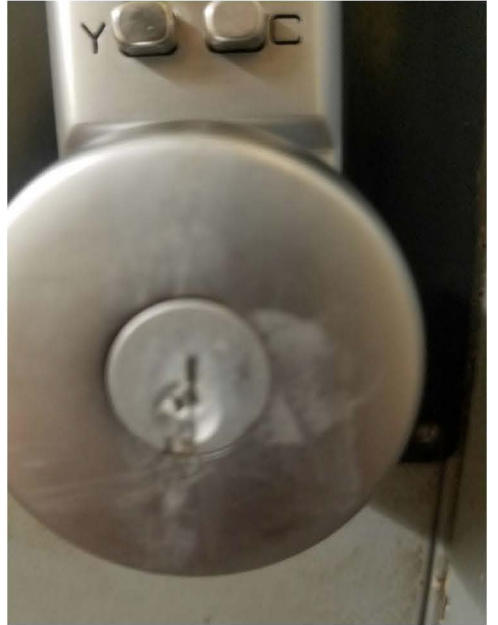
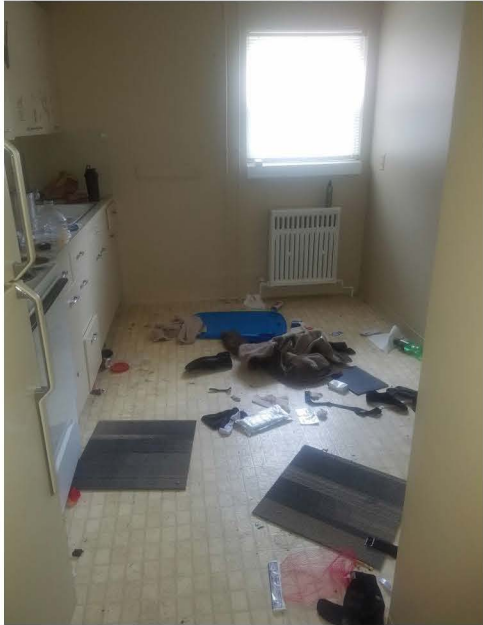






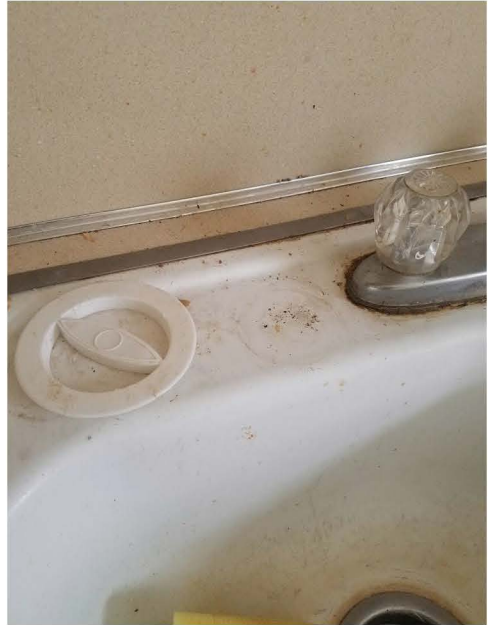


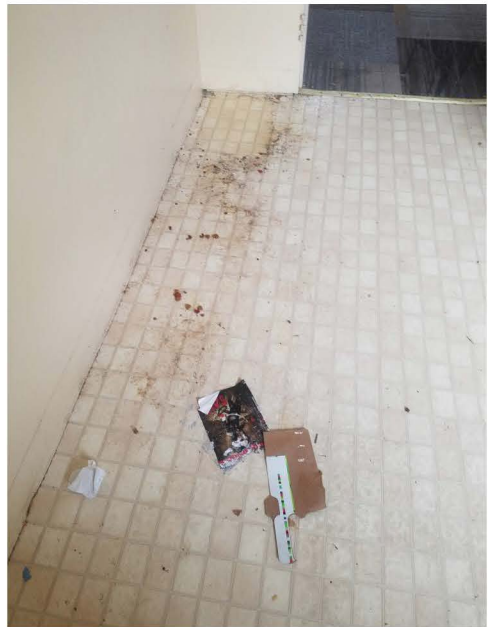
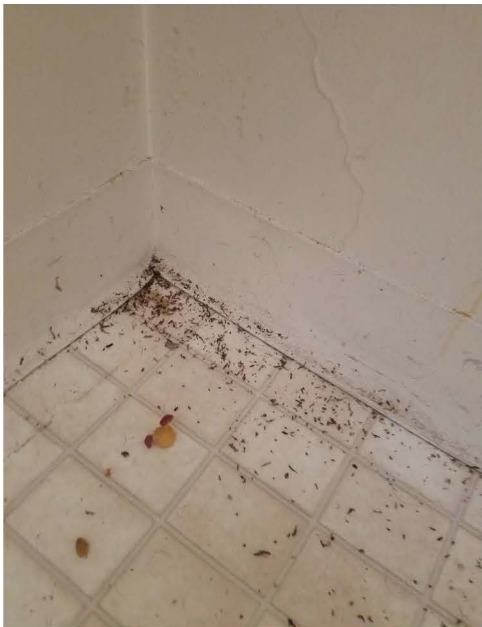
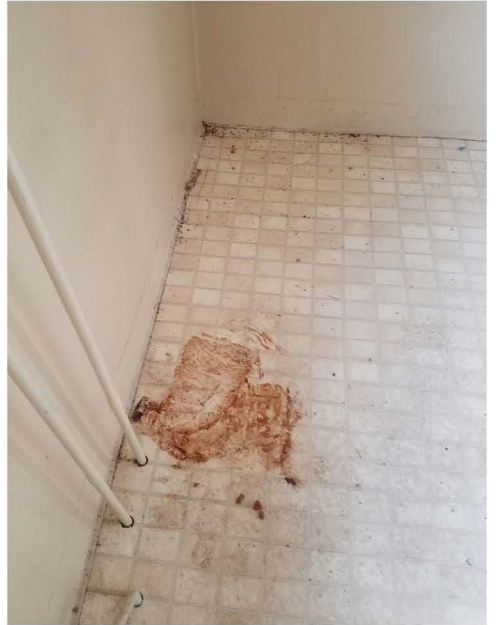
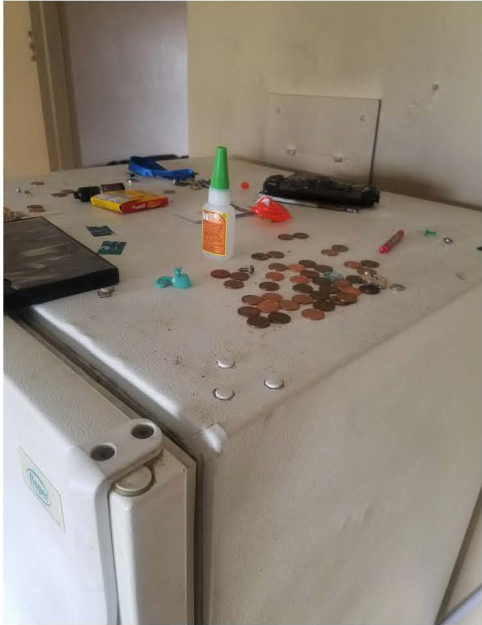




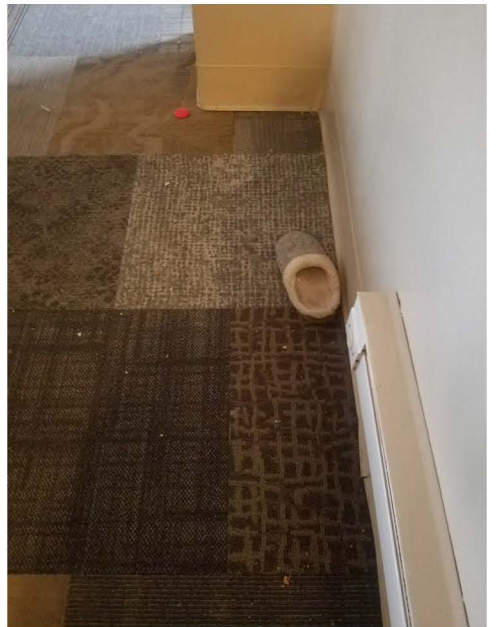
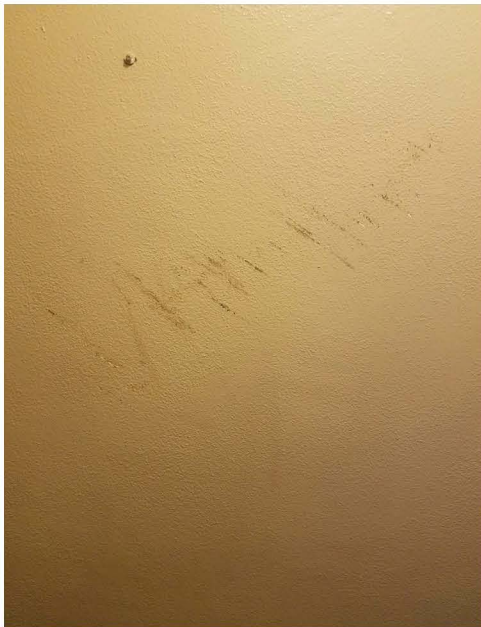
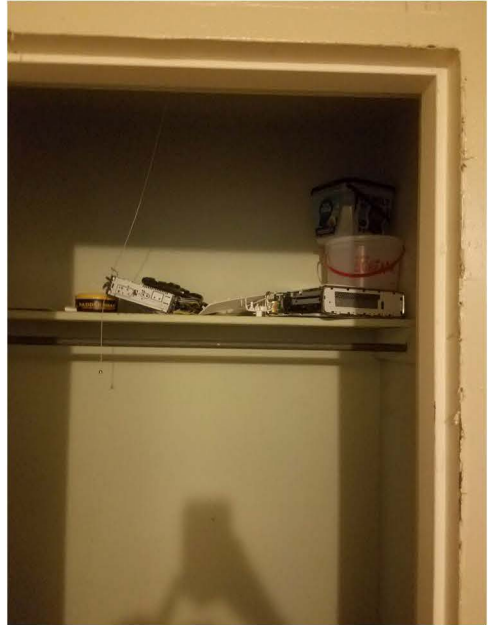
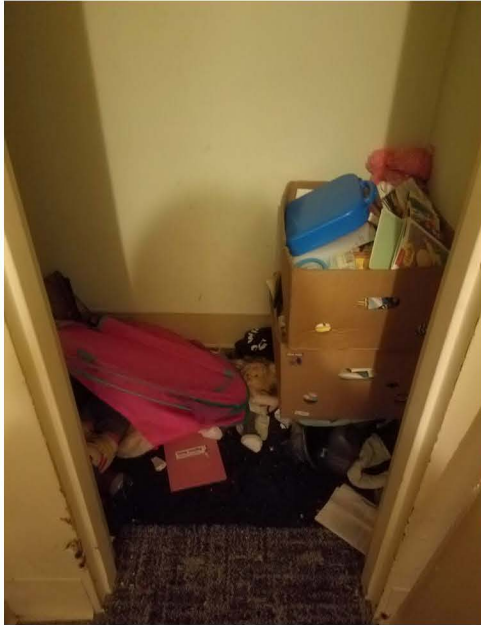




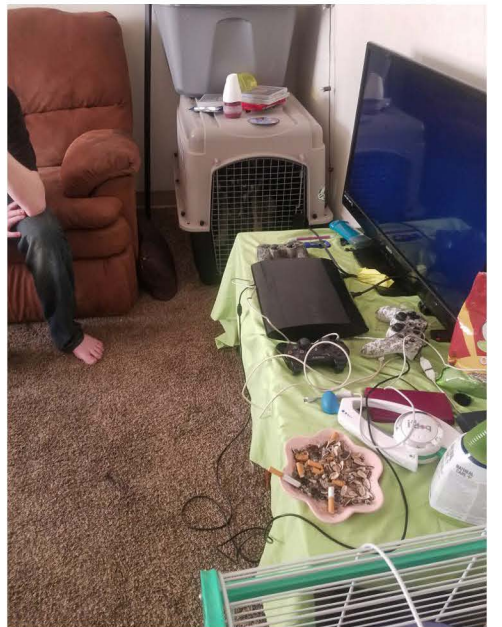
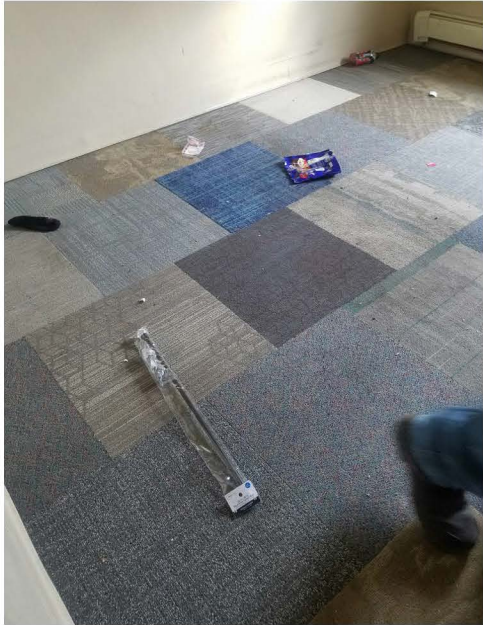
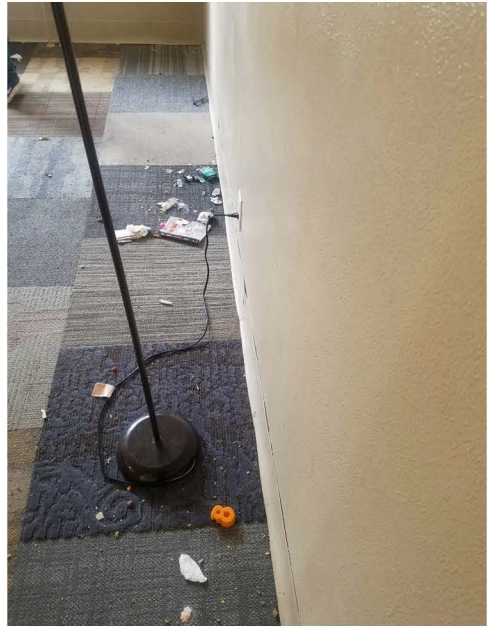
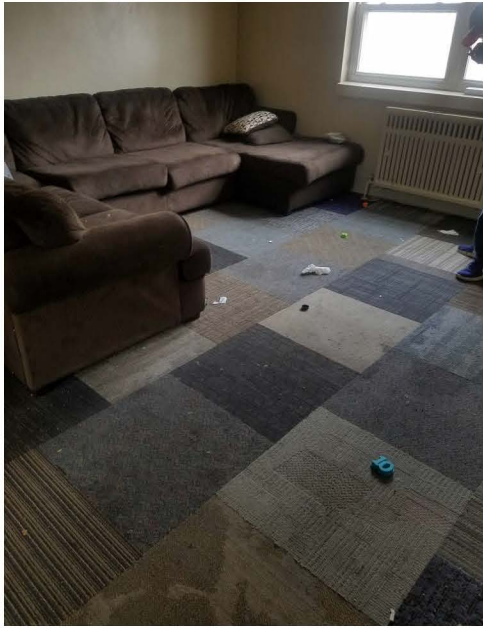




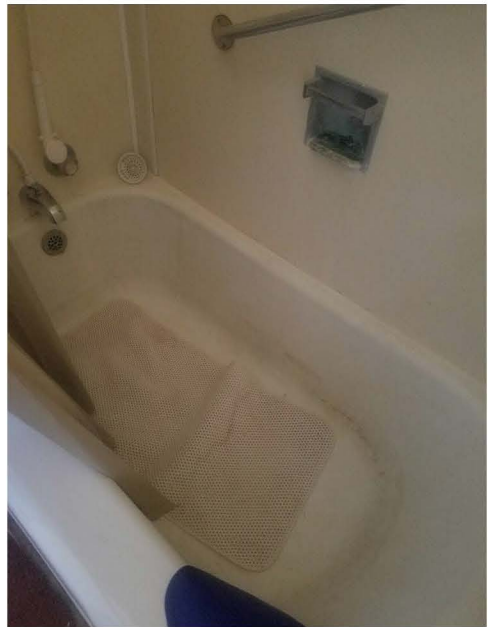
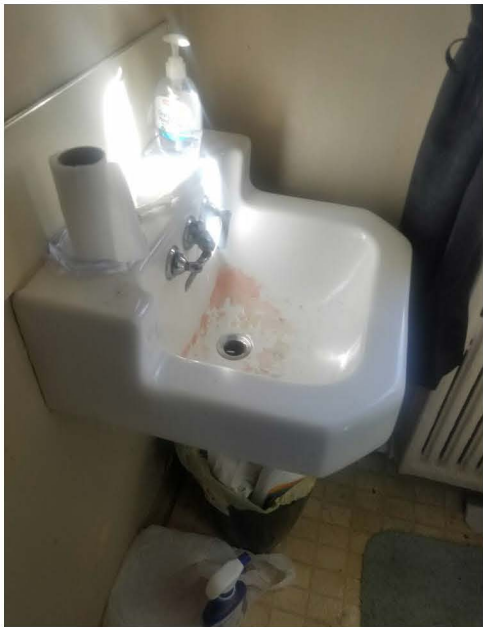
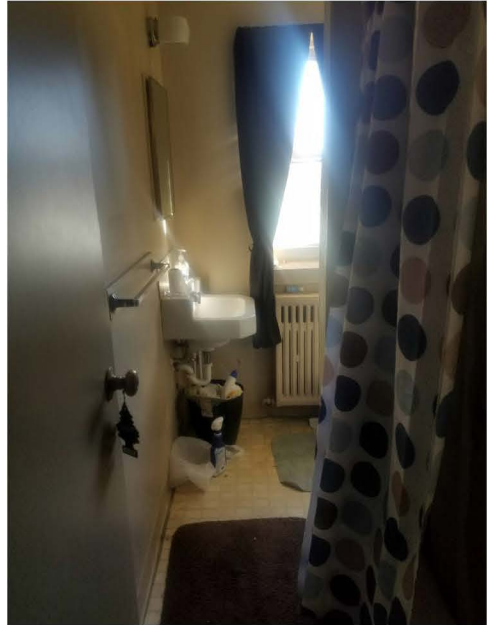
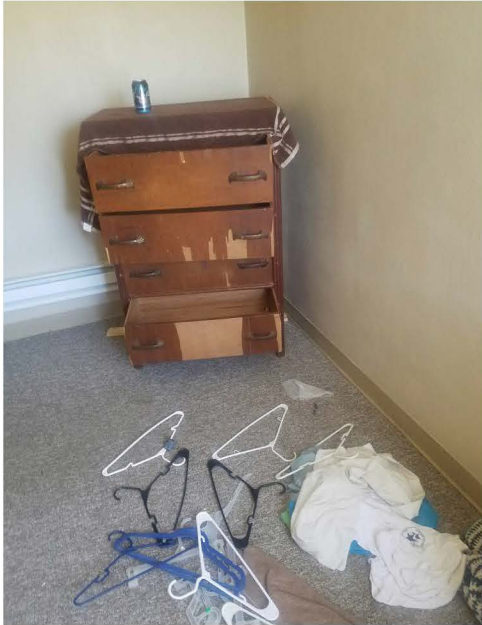
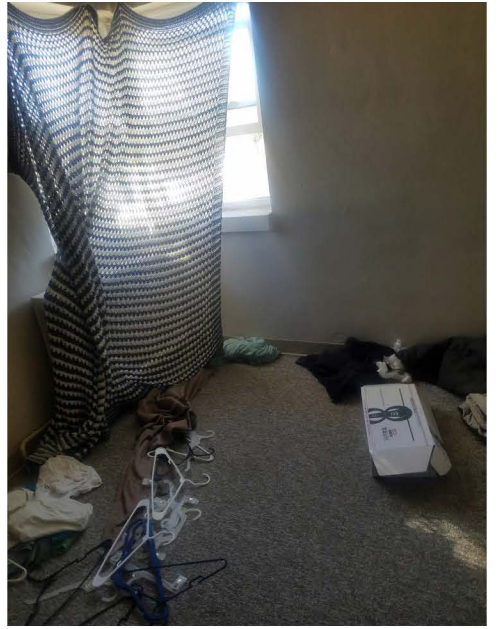
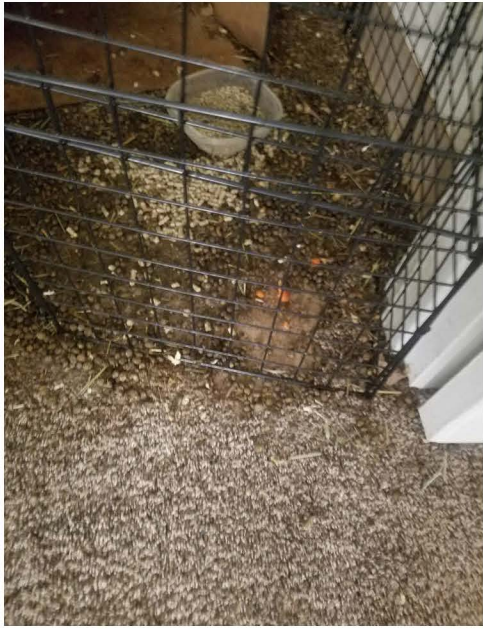




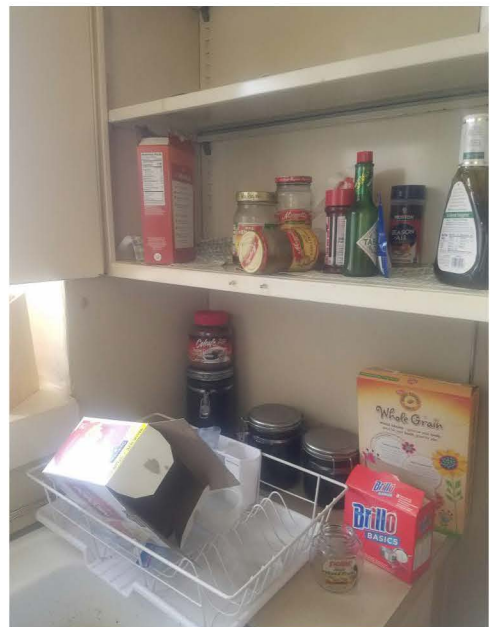
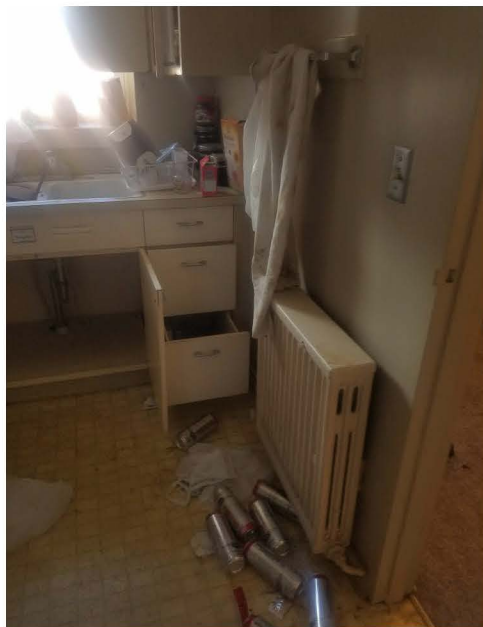
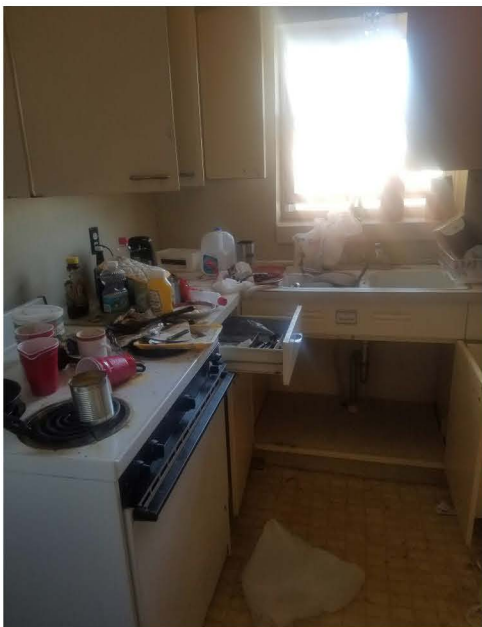
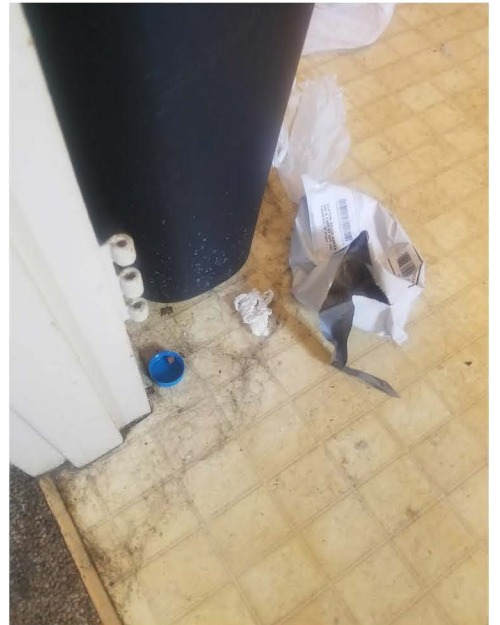
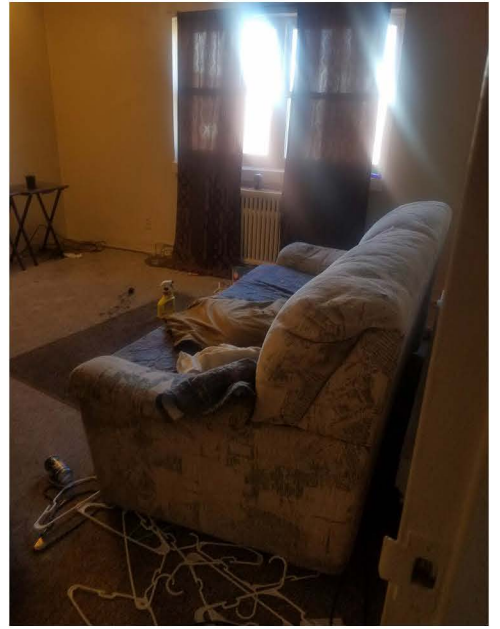
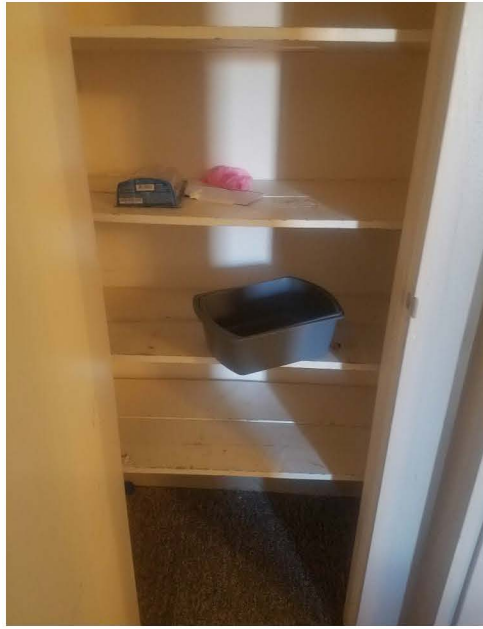




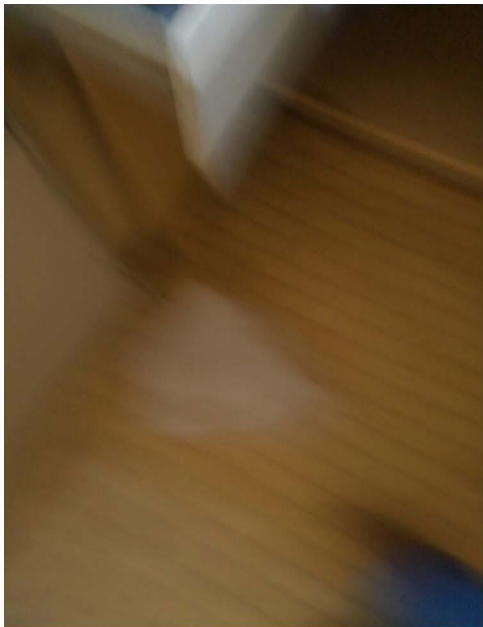
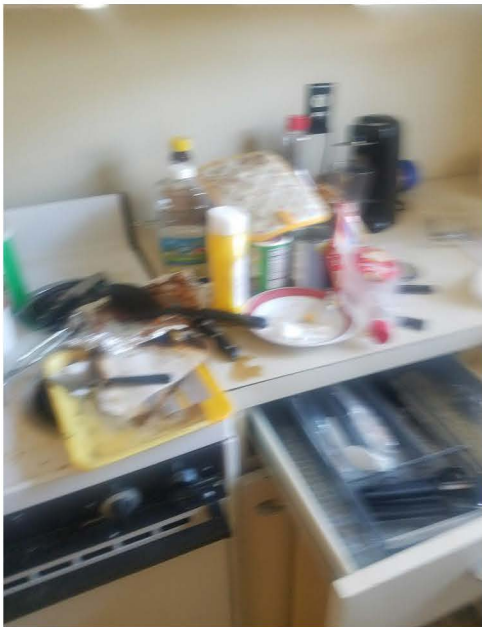
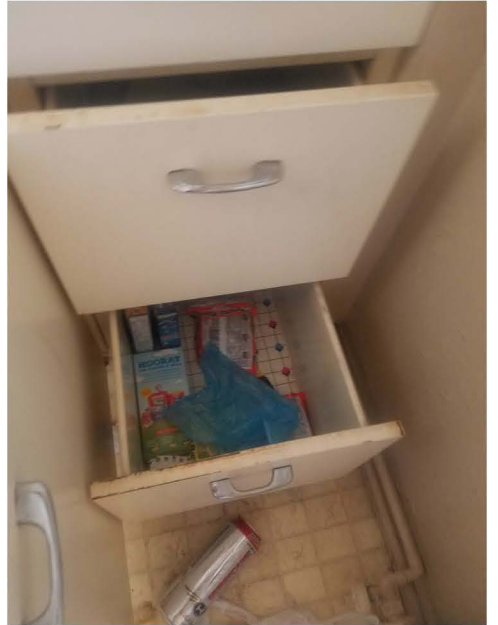
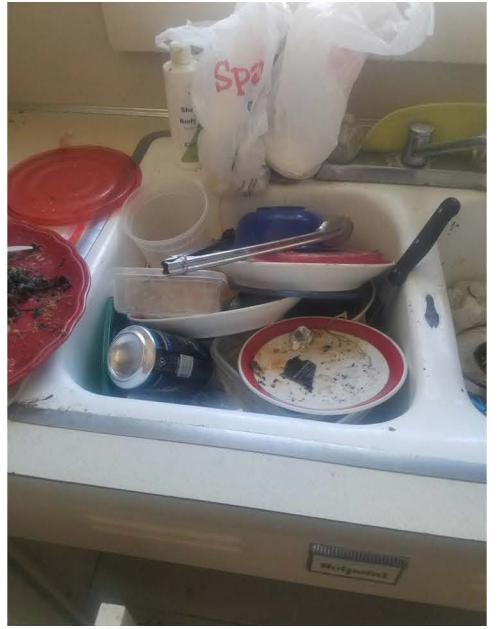




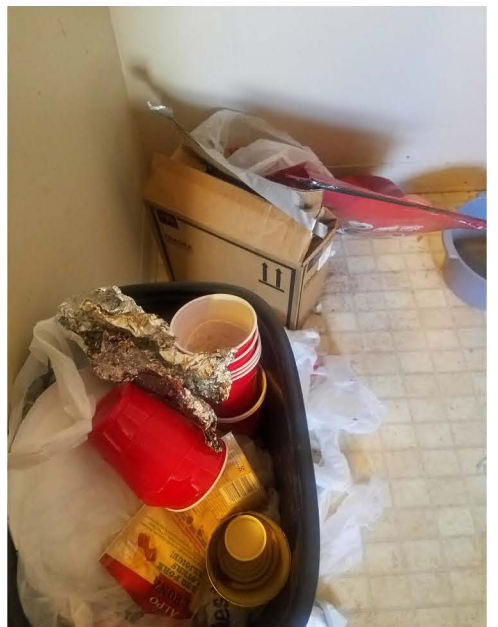
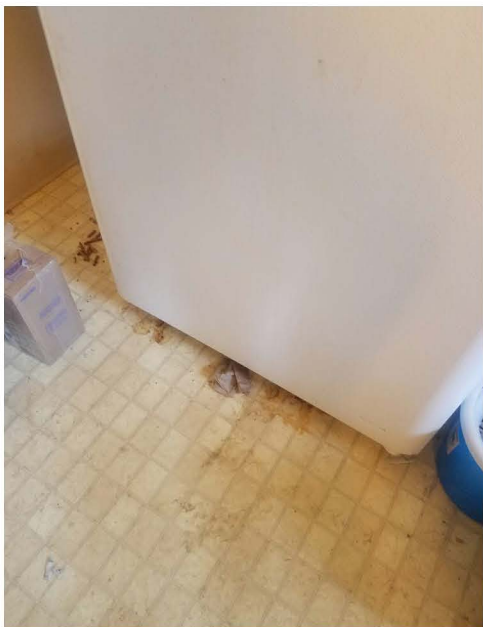
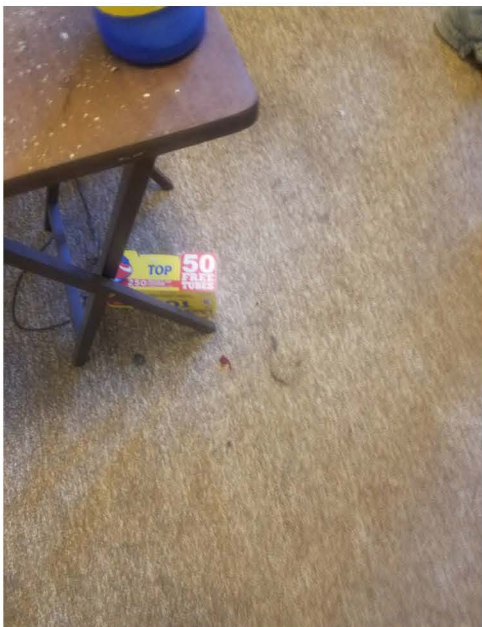
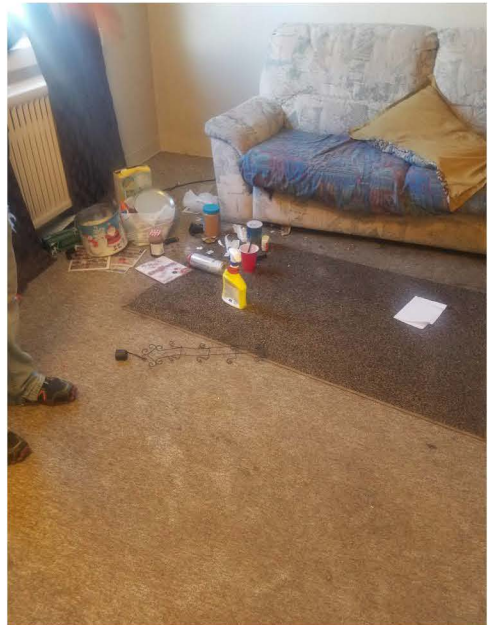
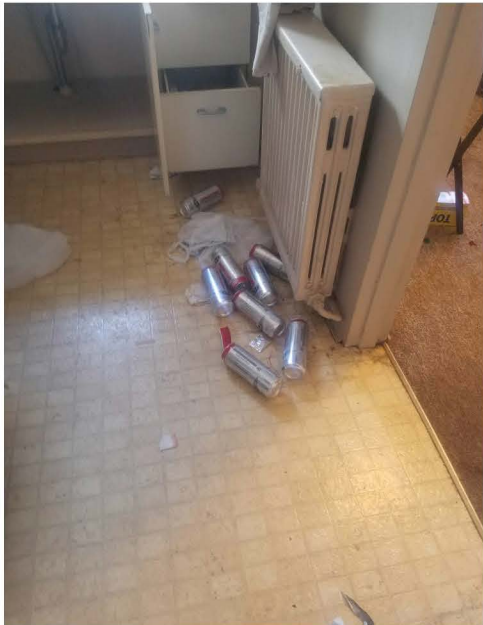
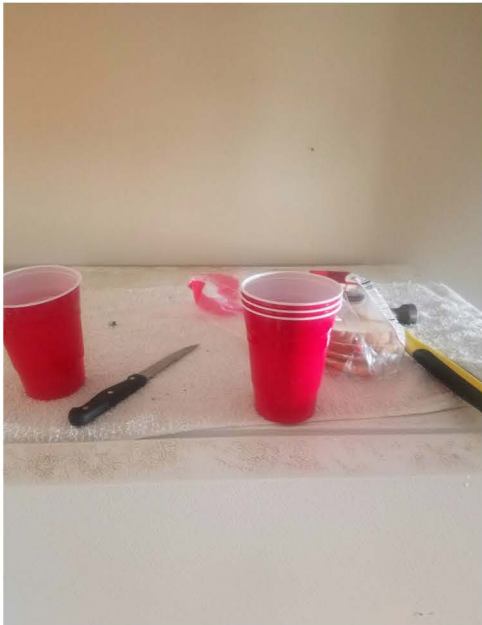




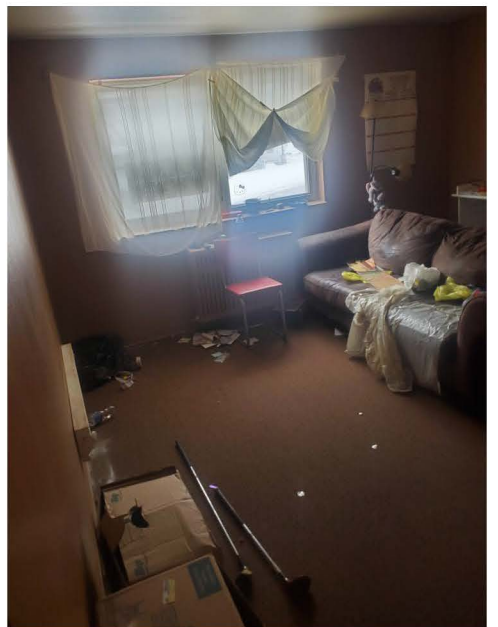
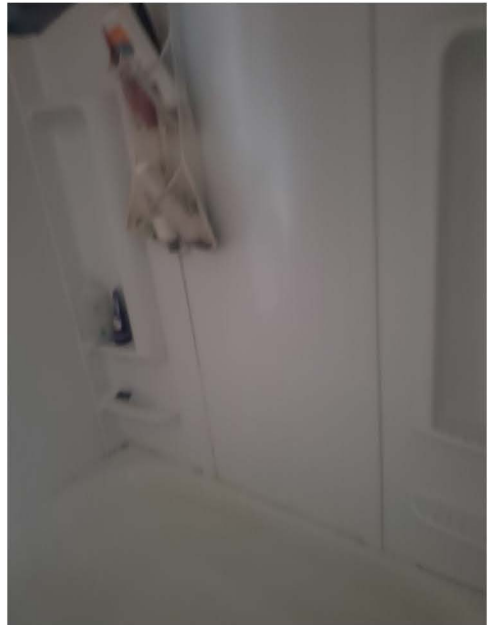
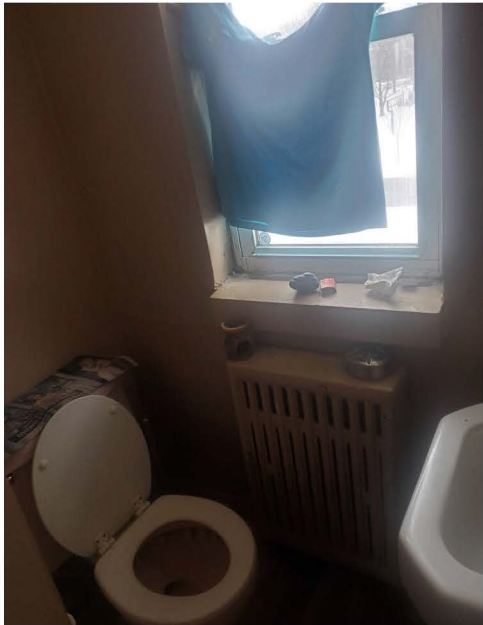
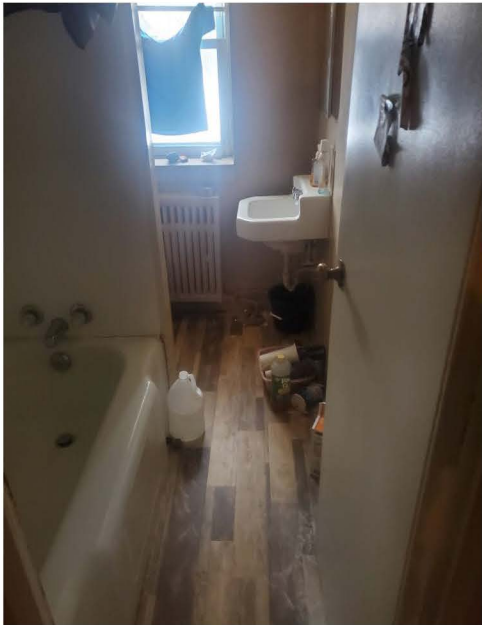
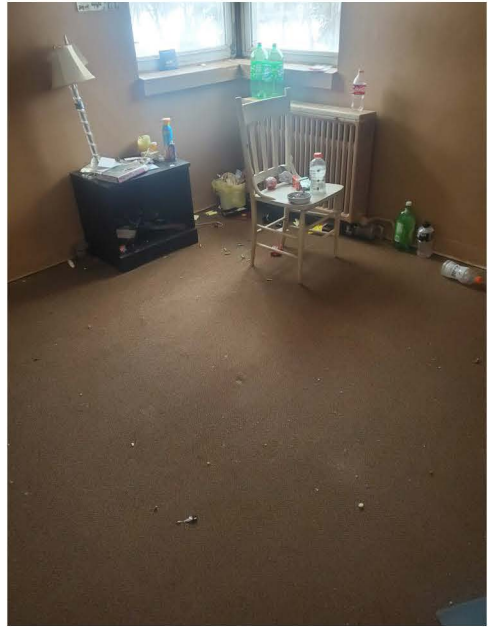
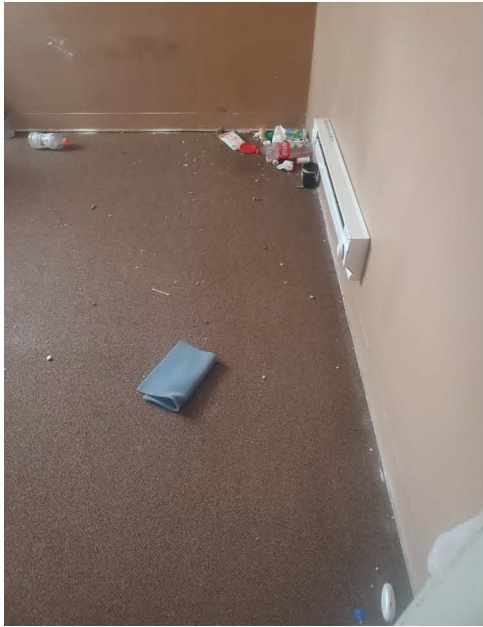


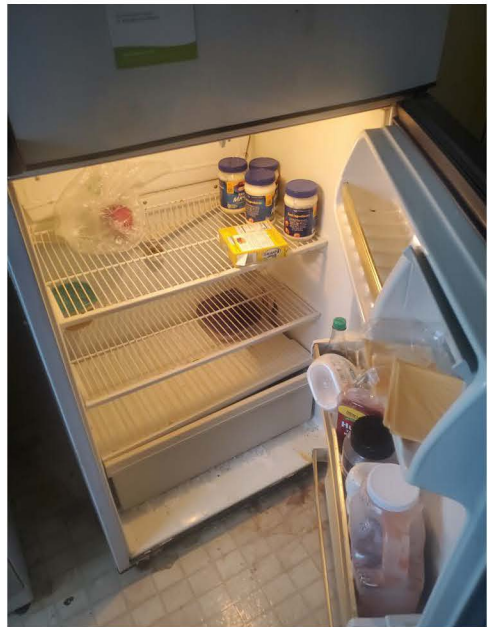
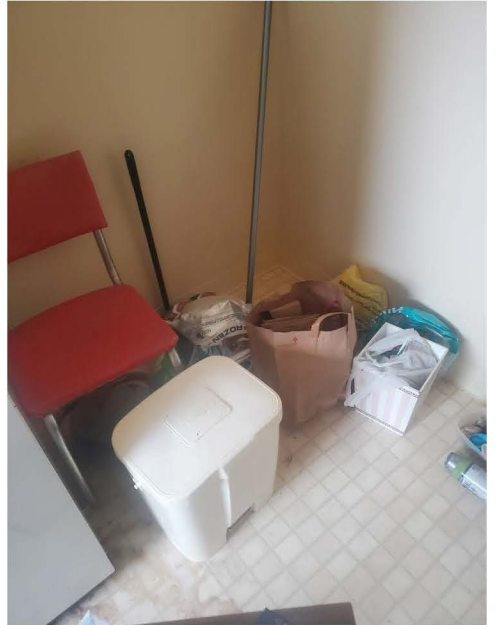
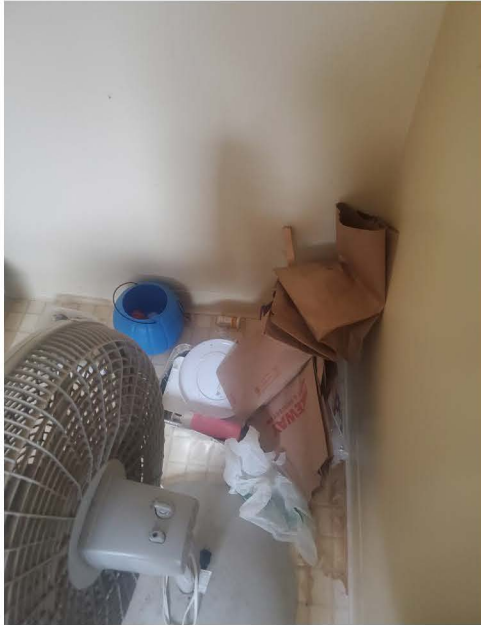
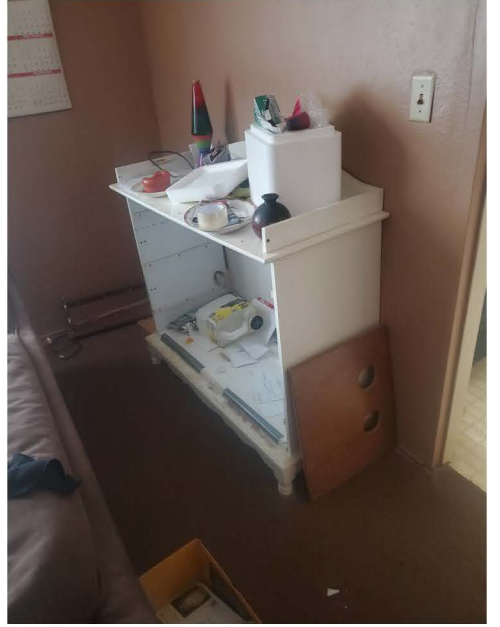
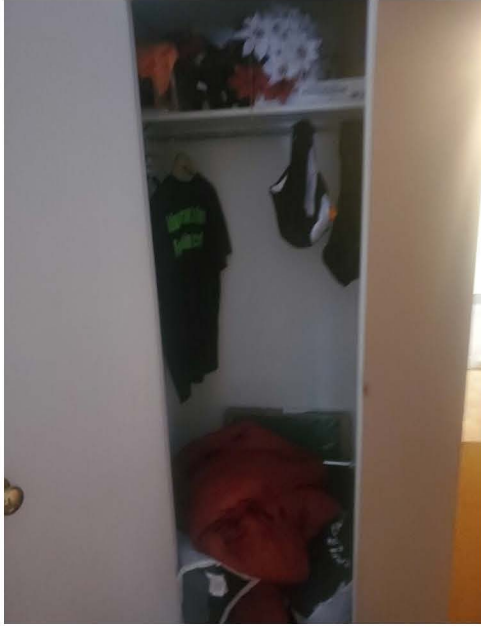




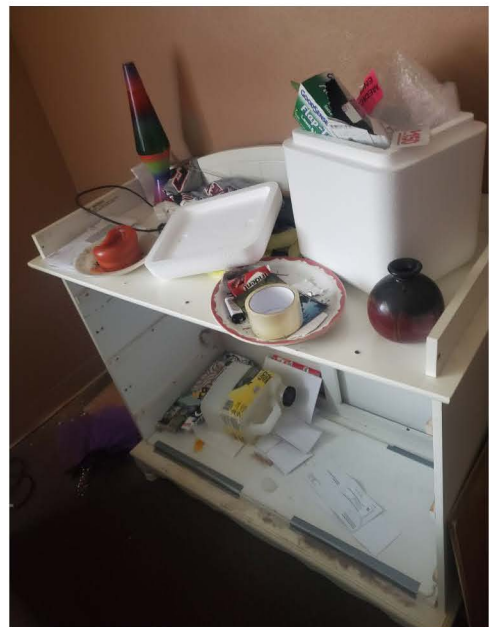
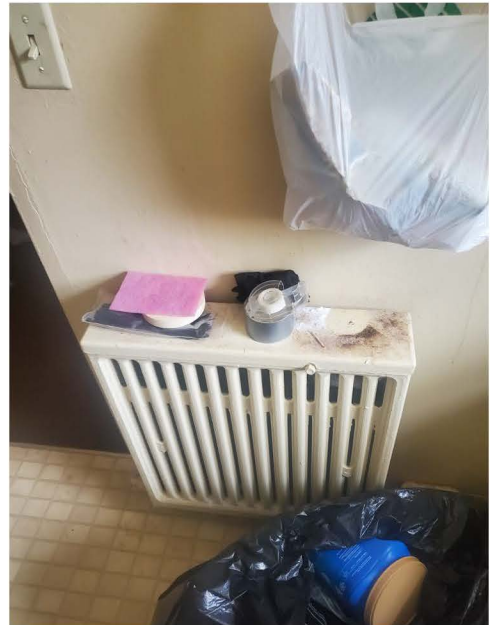




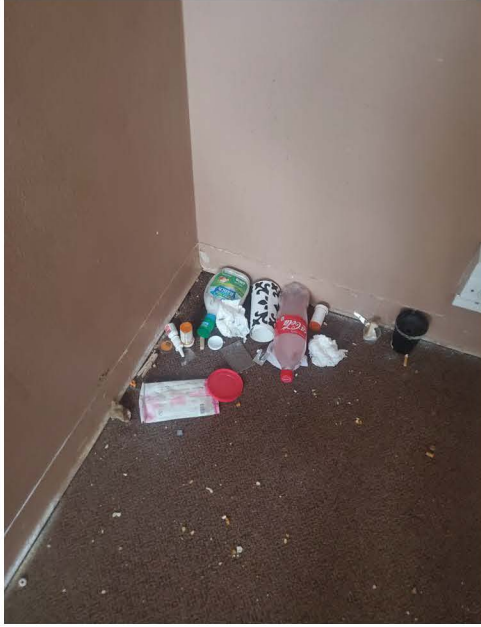














Mike Pogge-Weaver

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From: CityofCarroll  
Sent: Thursday, February 27, 2020 4:46 PM  
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner  
Subject: FW: Rental Housing Code Concerns  
Attachments: Rental Housing Code Concerns.pdf

From: Bryan & Christie Haberl <jessam@win-4-u.net>  
Sent: Thursday, February 27, 2020 5:29 PM  
To: CityofCarroll <cityofcarroll@cityofcarroll.com>  
Subject: Rental Housing Code Concerns

City Council Members of Carroll, Iowa,

We have two rental properties in Carroll. We are bringing up issues with the Rental Housing Code that is being considered by the City of Carroll. We feel that the decision to have this code and the hiring of a full time code enforcement officer was already decided by the city before there was input from the rental community. This proposal is punishing respectable landlords and tenants because of the actions of a few. The Monday, February 10th meeting made that very clear. Safety and complaints were the main arguments made by the council, however some of the code is clearly not based on safety. The council could not come up with the number of complaints that would justify this proposal. This Rental Housing Code proposal is a freight train moving fast with an obvious goal of trying to justify a full time position for a code enforcement officer. We feel that there should not be any Rental Housing Code. We are thankful, however, that a workshop will be scheduled and some more of our concerns and suggestions will be looked at again. We would like to express our concerns and suggestions as a landlord.

#101 158.04 Certificate of Rental Permit: This section discusses a permit that a landlord has to obtain to rent out a property. The permit has an expiration date. Why the expiration date? By obtaining the permit, the city knows that this is a rental property and who owns it. That is not going to change every year, therefore, why the expiration date? If there is a complaint, you know who the permitted landlord is and can get a hold of that landlord and that landlord can address the problem.

#102 158.07 Minimum structure standards for all rental dwellings: Our concern in this section is the smoke detectors and fire extinguisher. The state code does not require a smoke detector in each bedroom. Do you all on the council have a smoke detector in each bedroom? We do not.

#103 As far as fire extinguishers, is the city going to give instructions to the tenants on how to use one? Do you all on the council have a fire extinguisher in your home?

#104 Another concern in this area is the "shades, draperies, and window coverings". Is that Safety? The issue of whether the landlord should supply window coverings should be between the tenant and the landlord.

#105 158.09 Responsibilities of occupants relating to maintenance and occupancy of premises: How do you think we or the city are going to get the occupant to apply to these? Sometimes there are tenants who trash our properties and leave junk on the premises. Some homeowners have junk and trash on their properties too.

#106 As far as occupancy control, there are tenants who all of a sudden have their cousin, friend and/or a pet not allowed in the lease to move in. We as landlords do not have much power to get them out. Will the city help then?

#107 There is talk about a penalty. Who pays the penalty? The landlord? The tenant? And who receives the money? Certainly not the landlord whose property is being destroyed.

#108 As far as the Maintenance Guide: Exterior property: When our tenants move in there is no trash, accumulation of weeds, junk vehicles etc. If tenants accumulate these and don't cooperate with our request to clean up this stuff, are you going to help them comply to get rid of it?

#109 A paved approach from street to property line is not safety oriented. Yes, it would look better but that is



#109 Continued

not a safety issue. Many homeowners have gravel approaches. Many homeowners also have other issues listed in this maintenance area. Homeowners should have to comply also.

#110 Maintenance Guide: Interior property: Tenants are going to use extension cords. We are not going to be able to control this. As far as marking the electrical room, we can just tell and show our tenants where it is. We do this with every renter. They aren't going to just forget where it is.

#112 There are some areas in the code that specify certain dimensions of rooms and slanted ceiling heights, etc. Many of the rental houses in Carroll are older homes and some homes may have to be renovated quite a bit to comply with these codes. Many homeowners probably have certain areas in their homes that may not meet the standards of these codes either.

What about the renters. We have had our share of good and bad renters. But the wonderful rentals who are respectful of the property and to their neighbors, why would they want someone coming into their home and judging them about how they are living and inconvenience them. Rent will have to go up for them because of the actions of a few. Some may have to move to different surrounding communities to afford housing.

Going back to safety. I realize the fire department, police, etc need to be able to enter the house easily and safely. That should be an issue about every homeowner in Carroll.

#113 We feel that this proposal is definitely an overreach of the government. We feel that there should not be any Rental Housing Code. But like we said before, that has already been decided by the city without first involving the landlord community. Here are some suggestions if the city is going to pass this Rental Housing Code despite our argument against it:

- After permit/registration of a rental property there would be a one-time inspection.
- The landlords would have to comply with the regulations.
- Thereafter, tenants would be given a list of those laws and regulations.
- If there is an issue the tenant would contact the landlord first.
- If the problem does not get fixed, the tenant could contact the City of Carroll.
- The City of Carroll would get in touch with the landlord.
- If the issue is still not fixed, then a fine or loss of permit/registration.
- There should not be a yearly fee or inspection every three years.
- There should not be another inspection unless complaint.

In conclusion, we feel that there should not be any Rental Housing Code. A rental agreement/lease is between a landlord and a tenant, not the city. The city needs to stay out of the agreement that the landlord makes with the tenant. The council could not even come up with a number of complaints to justify this type of code or the hiring of a full time code enforcement officer. Just because other cities have implemented this type of rental code, does not mean that it is a good fit for Carroll.

Sincerely,  
Bryan & Christie Haberl



# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MSPW*  
**FROM:** Laura A. Schaefer, Finance Director/City Clerk *las*  
**DATE:** October 19, 2020  
**SUBJECT:** FY 2020/2021 Budget Amendment #1  
1. Public Hearing  
2. City Budget Amendment and Certification Resolution

As required by the Iowa Code 384.18, the Notice of Public Hearing was published in the Carroll Times Herald on Friday, October 16, 2020.

Attached please find a summary of all items to be amended and a resolution approving the amendment.

**RECOMMENDATION:** After public hearing, Council consideration and approval of FY 2020/2021 Budget Amendment #1.

BUDGET AMENDMENT #1 FY 20/21

**GENERAL FUND AMENDMENTS**

Plotter	(10,000)
CDBG - COVID 19 Grant - Food Pantry	23,425
CDBG - COVID 19 Grant - New Opportunity	25,625
CDBG - Food Pantry	(23,425)
CDBG - New Opportunity	(25,625)
Emerald Ash Borer Removal	(151,875)
Parks mower with cab & blower	(49,000)
Parks truck with dumpbox	(37,000)
Golf course pump station/irrigation	(41,750)
Golf Course tree work	(10,000)
Rec Center - Fitness Equipment	(32,000)
Rec Center - Spa UV	(10,000)
Rec Center - Pole lights	(25,200)
Rec Center HVAC Upgrades	(102,000)
Aquatic Center - motor replacement	(5,000)
Cemetery - Truck	(47,500)
CARES Act Grant - 2020	10,000
Council Chambers AV Upgrades	(10,000)
CARES Act Grant - 2020	5,000
City Hall Router	(5,000)
CAAT6 Upgrades	(10,000)
Transfer to C.P. - Housing	(800)
<b>7/1/2020 General Fund Balance</b>	<b>\$ 3,912,354</b>
Estimated Revenues	7,765,224
Estimated Expenses	8,126,363
<b>6/30/2021 Projected Balance</b>	<b><u>\$ 3,551,215</u></b>

**Note:** The above budget amendment includes expenses and revenues for items of projects that were started in FY 2020 or earlier and have been or are expected to be completed in current FY 2021. These items were all accounted for in the FY 2020 re-estimated amounts when the FY 21 budget was prepared except the grant revenue and expenses for the COVID-19 projects listed.

**LOCAL OPTION SALES TAX FUND**

Rec Center Building Improvements	(60,000)
Southside Shelterhouse Improvements	(33,000)
Retail Recruitment	(50,000)
US 30 Corridor Plan	(65,000)

**DOWNTOWN UR FUND**

Revitalization	(200,000)
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**C.P. AIRPORT**

FAA Grant - 3/21 Runway Grant	320,000
3/21 Runway Maintenance	(320,000)
IDOT - Entrance Sign	10,000
Entrance Sign Project	(3,423)

**C.P. STREETS**

Street Rehab - 2013	(29,675)
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**C.P. - PARKS & RECREATION**

Pickleball Courts	(170,000)
Youth Sports Complex Lighting	(21,850)
Trails Phase I	(25,000)
Trails Phase II	(45,000)
Trails Phase III	(36,500)

**C.P. - LIBRARY/CITY HALL REMODEL**

Donations	89,000
Library Project	(56,000)

**C.P. - HOUSING**

Federal Housing Grant	98,190
Housing Rehab - Federal Exp	(98,190)
Housing Rehab - City Exp	(800)
Transfer from General Fund	800

**SEWER UTILITY FUND**

Generator	(40,000)
CCTV Camera	(60,000)

**STORM WATER CAP. IMP. FUND**

Hungry Canyons Alliance Grant	80,000
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# 14-116

## CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2021 - AMENDMENT #1

To the Auditor of CARROLL County, Iowa:

The City Council of CARROLL in said County/Counties met on 10/26/2020, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any, thereupon, the following resolution was introduced.

RESOLUTION No. \_\_\_\_\_

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2021  
(AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of CARROLL

Section 1. Following notice published 10/16/2020

and the public hearing held, 10/26/2020 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1 6,057,427	0	6,057,427
Less: Uncollected Property Taxes-Levy Year	2 0	0	0
<b>Net Current Property Taxes</b>	<b>3 6,057,427</b>	<b>0</b>	<b>6,057,427</b>
Delinquent Property Taxes	4 0	0	0
TIF Revenues	5 1,123,234	0	1,123,234
Other City Taxes	6 2,076,574	0	2,076,574
Licenses & Permits	7 100,900	0	100,900
Use of Money and Property	8 306,605	0	306,605
Intergovernmental	9 2,427,186	572,240	2,999,426
Charges for Services	10 5,607,270	0	5,607,270
Special Assessments	11 0	0	0
Miscellaneous	12 281,325	89,000	370,325
Other Financing Sources	13 0	0	0
Transfers In	14 5,457,394	800	5,458,194
<b>Total Revenues and Other Sources</b>	<b>15 23,437,915</b>	<b>662,040</b>	<b>24,099,955</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	16 2,530,483	0	2,530,483
Public Works	17 2,462,557	10,000	2,472,557
Health and Social Services	18 121,895	49,050	170,945
Culture and Recreation	19 3,832,617	604,325	4,436,942
Community and Economic Development	20 275,157	315,000	590,157
General Government	21 1,103,149	25,000	1,128,149
Debt Service	22 1,388,271	0	1,388,271
Capital Projects	23 7,657,300	806,438	8,463,738
<b>Total Government Activities Expenditures</b>	<b>24 19,371,429</b>	<b>1,809,813</b>	<b>21,181,242</b>
Business Type / Enterprises	25 4,616,689	100,000	4,716,689
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>26 23,988,118</b>	<b>1,909,813</b>	<b>25,897,931</b>
Transfers Out	27 5,457,394	800	5,458,194
<b>Total Expenditures/Transfers Out</b>	<b>28 29,445,512</b>	<b>1,910,613</b>	<b>31,356,125</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	<b>29 -6,007,597</b>	<b>-1,248,573</b>	<b>-7,256,170</b>
Beginning Fund Balance July 1	30 20,624,385	2,712,483	23,336,868
<b>Ending Fund Balance June 30</b>	<b>31 14,616,788</b>	<b>1,463,910</b>	<b>16,080,698</b>

Passed this 26 day of October, 2020  
(Day) (Month/Year)

\_\_\_\_\_  
Signature  
City Clerk/Finance Officer

\_\_\_\_\_  
Signature  
Mayor

# City of Carroll

112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Mike Pogge-Weaver, City Manager *MJPW*  
**FROM:** Laura A. Schaefer, Finance Director/City Clerk *lao*  
**DATE:** October 21, 2020  
**SUBJECT:** Westfield Urban Renewal Plan  
Resolution Authorizing Advancement of Costs for Urban Renewal Projects  
and Certification of Expenses Incurred by the City for Payment Under Iowa  
Code 403.19

At the October 12, 2020 Council meeting, Council approved a Resolution to Amend the Westfield Urban Renewal Plan to fund projects in the Westfield Urban Renewal Area. Part of the projects in the area includes funding for the administrative costs (legal and recording fees) to amend the urban renewal plan and to reimburse the Road Use Tax Fund for public improvements that were completed in the Area in 2007-2009 that were not reimbursed by the developer.

Attached is resolution that authorizes the advancement of costs and to certify the expenses incurred to the County Auditor. These expenses have been paid from the Road Use Tax Fund and the General Fund and are to be reimbursed by the tax increment financing (TIF) collections from the Westfield Urban Renewal Area.

The City worked with Nathan Overberg, Ahlers & Cooney, to prepare the resolution and document the internal loan from the Westfield Urban Renewal Fund to the Road Use Tax Fund and General Fund.

Section 403.19 of the Iowa Code requires the City Clerk to certify to the County Auditor no later than December 1 the amount of TIF requested to pay for "loans, advances, indebtedness, or bonds payable" in a particular urban renewal area.

**RECOMMENDATION:** Council consideration and approval of the attached Resolution that authorizes the internal loan to the Road Use Tax Fund and the General Fund from the Westfield Urban Renewal Fund and pledging tax increment revenues from the Westfield Urban Renewal Area for the repayment of the loan.

October 26, 2020

The City Council of the City of Carroll, Iowa, met in regular session, at in the Council Chambers, City Hall Carroll, Iowa at 5:15 P.M., on the above date. There were present \_\_\_\_\_ in the chair, and the following named Council Members:

\_\_\_\_\_

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*



Council Member \_\_\_\_\_ introduced the following Resolution entitled "RESOLUTION AUTHORIZING OR CONFIRMING ADVANCEMENT OF COSTS FOR URBAN RENEWAL PROJECTS AND AUTHORIZING CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19" and moved its adoption. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING OR CONFIRMING ADVANCEMENT OF COSTS FOR URBAN RENEWAL PROJECTS AND AUTHORIZING CERTIFICATION OF EXPENSES INCURRED BY THE CITY FOR PAYMENT UNDER IOWA CODE SECTION 403.19

WHEREAS, by Resolution adopted in 2007, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Westfield Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Westfield Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Carroll County; and

WHEREAS, the Plan, as originally adopted, generally described the projects as including: "A variety of unidentified private improvements, as well as public infrastructure improvements, are expected to be constructed within the Project Area during the duration of this Urban Renewal Plan;" and

WHEREAS, consistent with this general project description, in 2007-2009 the City engaged in a number of urban renewal projects including the construction of public improvements (street work and related underground utilities) in the Area in support of an economic development project that were paid with City Road Use Tax funds, with the expectation that the developer was going to reimburse the City; unfortunately, the developer has not reimbursed the City for those project costs and the City now intends to reimburse the City Road Use funds with Tax Increment from the Area ("Previous Project"); and

WHEREAS, in October 2020 this Council adopted Amendment No. 1 to the Westfield Urban Renewal Plan ("Amendment"), which Amendment updated the description of the Previous Project and identified additional urban renewal projects to be completed in the Area, including the project described as planning, engineering fees (for urban renewal plans), attorney fees and other related costs to support urban renewal projects and planning (the "Project") within the Urban Renewal Area; and

WHEREAS, the Previous Project and Project are located in the Urban Renewal Area; described on pages 4 - 6 of the Amendment; do not exceed the projected cost estimates described in the Amendment; and, in the judgment of the Council will further one or more of the objectives of the Plan, as amended. Therefore, the Previous Project and Project constitute a public use and purpose as provided by Iowa Code Chapters 15A and 403; and

WHEREAS, the City intends to advance or has advanced costs from the Road Use Tax Fund and General Fund to pay costs associated with the Previous Project and Project, respectively, and thereafter reimburse said funds with tax increment; and

WHEREAS, before approving an urban renewal project for reimbursement with tax increment, it is necessary to make certain findings under Chapter 403; and

WHEREAS, it is the intention of the City to certify the amount of funds advanced for reimbursement under Iowa Code Section 403.19 before December 1, 2020; and

WHEREAS, the amount of funds advanced or to be advanced for the Previous Project and Project is currently estimated not to exceed \$194,802.62.

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

Section 1. Pursuant to Ordinance No. 0703, there has been established the Westfield Urban Renewal Area Tax Increment Revenue Fund (the "Tax Increment Fund"), into which all incremental property tax revenues received from the Urban Renewal Area, as amended, are deposited. The Council finds the Previous Project and the Project to be Urban Renewal Projects as defined in Iowa Code Chapter 403, and further finds that said projects are included in the Plan, as amended, for the Urban Renewal Area.

Section 2. It is hereby directed that the total costs for the Previous Project and the Project advanced from time to time from the Road Use Tax Fund and General Fund, respectively, in order to pay the costs of the projects shall be treated as an internal loan (the "Loan") and the Road Use Tax Fund and General Fund shall be reimbursed the total actual project costs from the Tax Increment Fund.

Section 3. All project costs to be incurred for the Previous Project and Project are approved to be advanced or as advanced as described in Section 2. The projects are currently estimated to cost not to exceed \$194,802.62.

Section 4. Certification for reimbursement under Iowa Code Section 403.19 shall be made by the Council on or before December 1, 2020.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF CARROLL,  
STATE OF IOWA, this 26th day of October 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned City Clerk of the City of Carroll, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of the agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk, City of Carroll, State of Iowa

# City of Carroll

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112 E. 5th Street

Carroll, Iowa 51401-2799

(712) 792-1000

FAX: (712) 792-0139

**MEMO TO:** Honorable Mayor and Members of the City Council

**FROM:** Mike Pogge-Weaver, City Manager

**DATE:** October 21, 2020

**SUBJECT:** Committee Reports

1. Library Board (meets 3<sup>rd</sup> or 4<sup>th</sup> Monday of month) – **October 19, 2020**
2. Board of Adjustment (meets 1<sup>st</sup> Monday of month) –
3. Planning and Zoning Commission (meets 2<sup>nd</sup> Wednesday of month) –
4. Carroll Airport Commission (meets 2<sup>nd</sup> Monday of month) – **August 26 and October 12, 2020**
5. Parks, Recreation & Cultural Advisory Board (meets 1<sup>st</sup> Monday of January, March, May, July, September and November) –
6. Carroll County Solid Waste Management Commission (meets 2<sup>nd</sup> Tuesday of month) – **October 14, 2020**
7. Carroll Historic Preservation Commission (no regular meeting dates) –
8. Safety Committee (no regular meeting dates) –
9. Civil Service Commission (as needed) –



## Library Board Minutes

October 19, 2020

The Carroll Board of trustees met via-teleconference. Trustees present: Lisa Auen, Brenda Hogue, Summer Parrott, Julie Perkins, Dale Schmidt, Carol Shields, Ralph von Qualen, and Director Rachel Van Erdewyk. Trustees absent: Thomas Parrish and Kyle Uveling. Also present was Emily Anderson.

Parrott called the meeting to order at 5:16. Julie Perkins, who is replacing member Paul Reicks, was introduced to the board. It was moved by Schmidt and seconded by Shields to approve the agenda. All voted aye. Absent: Parrish and Uveling. It was moved by Auen and seconded by Schmidt to approve the minutes of the September 21, 2020 and October 5, 2020 meetings. All voted aye. Absent: Parrish and Uveling. It was moved by Auen and seconded by von Qualen to approve the bills. All voted aye. Absent: Parrish and Uveling.

Director's Report: Children's library programs continue with Facebook Live Story Time. A Virtual Rookies at Home was started in September, along with a Grab and Go craft which can be picked up at the library. The library hosted Curt Strutz with his program "Visiting the Beyond" via Facebook Live. This program was up for one week and netted a viewing of 270. Meeting Room and Study Rooms are open for use and are being utilized. The library website and data bases are getting good hits. Total program attendance was 5,891. Monthly door count was 2,212. Total resources utilized was 28,540.

Board education: None.

Old Business: After discussion, it was moved by Hogue and seconded by Shields to approve a general template for special events as amended by City Attorney David Bruner. All voted aye. Absent: Parrish and Uveling. It was then moved by Schmidt and seconded by Auen to approve a specific special events contract between the Carroll Public Library and Emily Anderson for use of the social stairs for a wedding. All voted aye. Absent: Parrish and Uveling. Von Qualen left the meeting due to technical problems at 6:15. After discussion of the DVD policy from a previous meeting, it was moved by Schmidt and seconded by Hogue to change the DVD checkout limit from 3 to 5. All voted aye. Absent: Parrish, Uveling, and von Qualen.

New Business: Due to the resignation of Reicks, who was President, a re-election of officers was required. After discussion, it was moved by Schmidt and seconded by Shields to nominate Parrott for President. All voted aye. Absent: Parrish, Uveling, and von Qualen. After discussion, it was moved by Schmidt and seconded by Perkins to nominate Parrish for Vice President. All voted aye. Absent: Parrish, Uveling, and von Qualen. Parrott then approved to allow Perkins to serve as the library trustee to sit on the Carroll Public Library Foundation Board.

It was moved by Shields and seconded by Auen to adjourn. All voted aye. Absent: Parrish, Uveling, and von Qualen. Meeting adjourned at 6:30. No regular meeting for November. Next regular meeting will be December 21, 2020.

## Minutes of Special Airport Commission Meeting 8-26-2020

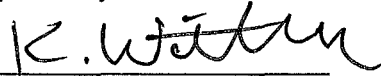
A special meeting of the Carroll Airport Commission was held at the Siemann Law Firm, 801 N Adams Street, Carroll, Iowa at 10:00 am on Wednesday, August 26th, 2020 pursuant to public notice publicly posted in the Carroll City Hall for more than 24 hours prior to the scheduled meeting.

All Commission members were present in person or by telephone, namely Chairman Norm Hutcheson, Gene Vincent, Greg Siemann, Kevin Wittrock and Dick Fulton. Also present by telephone was Airport Manager Don Mensen and McClure Engineering Engineers Pete Crawford, Jay Pudenz and Austin Moran. Also present by telephone were the Contractor, Fahrner Asphalt Sealers, LLC representatives, Bob Schleuter, Brian Cox and Chris Schwarz. At 10:00 am the meeting was called to order by Commission Chairman Hutcheson.

The purpose of the meeting was for a preconstruction meeting for FAA Project AIP 3-19-0011-015 (FY20) which is the Rehabilitation of Runway 3/21 (as well as certain taxiway, hanger concrete and Airport Ramp rehabilitation). The discussion held concerned the construction scope, schedule, critical project issues, operational safety, and other misc matters relating to the project. At the conclusion of the meeting McClure Engineering was asked to prepare the necessary Pre-Construction Meeting Notes for submission to the FAA as required.

A motion was made that the meeting be adjourned by Commissioner Siemann and seconded by Commissioner Vincent. All member voted to approve and the meeting was adjourned at 10:50 am

Respectfully Submitted



Kevin Wittrock, Board Secretary

CARROLL AIRPORT COMMISSION

Regular Meeting

Monday, November 9, 2020

5:30 P.M.

Arthur Neu Airport

AGENDA

Approve minutes from previous meeting

3/21 Re-Hab Project

Corporate Hanger

Re-estimate 2020/2021 Budget

New Business

Approve monthly bills

## CARROLL AIRPORT COMMISSION

### Regular Meeting

The regular meeting of the Carroll Airport Commission was held on Monday, October 12, 2020, at the Arthur Neu Airport. Commission members in attendance were Norman Hutcheson, Greg Siemann, Gene Vincent, Kevin Wittrock and Dick Fulton. Also attending were Mr. Pete Crawford, engineer, Don Mensen, airport manager and Carol Schoeppner, recording secretary. Chairman Hutcheson conducted the 5:30 P.M. meeting.

#### MINUTES

The minutes of the previous meeting and the preconstruction meeting of August 26, 2020, were reviewed by the Commission. A motion by Comm. Fulton and seconded by Comm. Wittrock was made to approve the September minutes and the preconstruction minutes. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

#### 3/21 RE-HAB PROJECT

Mr. Crawford reported the 3/21 Re-Hab project is completed and was finished in record time. He had 42 working days in the contract and they finished in 18 days. He was pleased with their work and will have an exist meeting the next day. Mr. Crawford had a pay request of \$243,812.82 and a motion by Comm. Fulton and seconded by Comm. Siemann was made to approve the amount and have Chairman Hutcheson sign said request. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

#### FARM REPORT

Comm. Vincent reported there are 3,984.85 bushels of corn in storage and 1,056.84 bushels of beans were sold to Landus for \$10,252.67. Russell Behrens cash rent is due in November and the hay has not been settled with Chad Steinkamp. Comm. Vincent said the bean ground did not produce like it should and he will check with an agronomist.

#### 5YEAR CIP

Mr. Crawford said a rough draft of the 5year CIP information is due November 16th. He said he will have the information at the next meeting for discussion and the final draft is due in December.

## TOPICS DISCUSSED:

The Commission ask Mr. Crawford to draw plans for a couple different size corporate hangers. This would determine where a corporate could be located.

Don reported a 500ft. wind turbine is being constructed near Audubon.

Don informed the Commission they need to budget for an upgrade to the fuel delivery which would be a chip reader.

The bulbs in the big hanger are becoming dim and should be replaced with LED bulbs.

## BILLS

The following bills were presented to the Carroll Airport Commission for approval:

Carroll Aviation	contract	\$ 6,800.00
Westmor Fluid Sol	fuel system repair	627.23
Bomgaars	rodent control/ Winterguard/misc'l	381.61
Wittrock Motor	Sept car rental	349.00
Echo Group	electrical supplies	21.80
Rueter's	Kubota & equipment repair	481.95
Ecowater	cooler rent/water	106.42
Gute Tree Service	tree removal	400.00
Carroll Refuse	Sept garbage	72.00
Raccoon Valley Elec	(AM) electric service	211.73
Raccoon Valley Elec	Sept electric service	1,091.76
McClure Engineering	3/21 Re-Hab project	15,765.71
Fahrner Asphalt Sealers, LLC	3/21 Re-Hab project	243,812.82
Carol Schoeppner	secretary contract	350.00

A motion by Comm. Vincent and seconded by Comm. Fulton was made to approve the bills as presented to the Carroll Airport Commission. Motion carried by Commissioners Hutcheson, Siemann, Vincent, Wittrock and Fulton.

There being no further business, a motion by Comm. Siemann and seconded by Comm. Wittrock was made to adjourn at 6:44 P.M..



CARROLL AIRPORT COMMISSION

October 12, 2020

\$ 270,472.03

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Carroll Aviation	contract	\$ 6,800.00
Westmor Fluid Sol	fuel system repair	627.23
Bomgaars	rodent control/ Winterguard/misc'l	381.61
Wittrock Motor	Sept car rental	349.00
Echo Group	electrical supplies	21.80
Rueter's	Kubota & equipment repair	481.95
Ecowater	cooler rent/water	106.42
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Carol Schoeppner	secretary contract	350.00

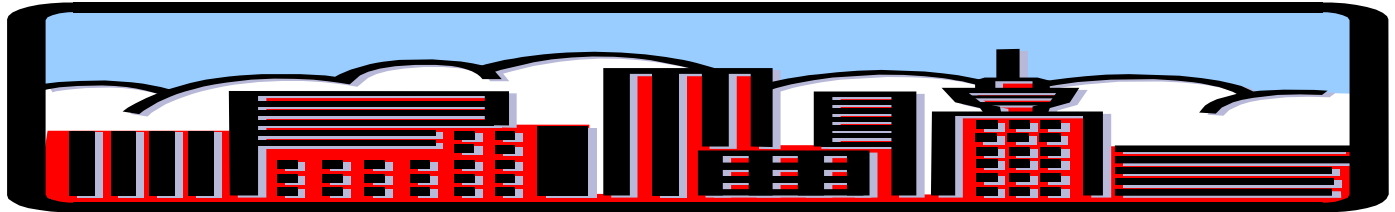
CARROLL COUNTY SOLID WASTE MANAGEMENT COMMISSION  
EXECUTE BOARD MEETING – UNOFFICIAL MINUTES

October 14, 2020

1. The meeting was called to order at 4:30 p.m. by Chairperson Jeff Anthofer, City of Coon Rapids. Other present: Dr. Eric Jensen, Mayor of Carroll; Rich Ruggles, Carroll County Board of Supervisors; Harvey Dales, City of Manning; Mary Wittry, Director; and Karen Monical, Education Coordinator.
2. Wittry requested to add annexation under other. Dales moved and Dr. Jensen seconded to approve the amended agenda. Motion carried, all voting.
3. Dales moved and Ruggles seconded to approve the minutes of the September 15, 2020 meeting as written. Motion carried, all voting aye.
4. Wittry discussed the following bills: Bruning Oil – 8 new Bobcat tires - \$4600; Foth Infrastructure and Environment – facility planning, general consulting, semi-annual groundwater sampling and leachate conditioning system- \$46307.28; Metro Waste Authority – quarterly payment for household hazardous waste -\$4787.68; Midwest Sprinkler System – leak in pipe - \$1645; Test America Laboratory – semi-annual testing - \$16470.60; Tunning Construction- repair fence - \$910 and Ziegler Inc. – preventative maintenance, repairs and supplies - \$3761.90. Dales moved and Dr. Jensen seconded to approve the bills as presented. Motion carried, all voting aye.
5. Wittry presented the financial report noting that the accounts receivable balance of \$199272.11 is high but all collectable. A certificate of deposit for \$136156.02 was put in the expansion account for August deliveries. Dr. Jensen moved and Ruggles seconded to approve the finance report as presented. Motion carried, all voting aye.
6. Nathan Minkel with Bowman & Miller, P.C. presented the Commission 2019-2020 audit virtually. Operating revenues decreased 2.9% of \$98,353 from fiscal year 2019 to fiscal year 2020. Product sales decreased while gate fee and County and City assessments remained virtually the same. Operating expenses increased 21.7% or \$638,219 more in 2020 than in fiscal year 2019 due to additional employee, depreciation and payment into the closure and post closure account. The Commission’s net position decreased less than one tenth of one percent, or \$6171 from June 30, 2019 to June 30, 2019. Minkel reported that the Commission is in very solid financial position.
7. A virtual presentation with the Foth team consisting of Brian Harthun, Gina Wilming, and Jim Miles-Polka in regards to the leachate conditioning system was presented. Dales moved and Ruggles seconded to halt work on the leachate conditioning system and to continue to explore options with the City of Carroll. Motion carried, all voting aye.
8. The Environmental Management System (EMS) annual review was tabled until November.
9. The landfill inspection was held on September 29, 2020. The report is on file with no comments or required actions.
10. Staff continue to remain vigilant on COVID 19 policies and the office remains closed to the public. No action taken.
11. The Commission will be hosting a drive around the facilities tour from 11:00 to 1:00 p.m. on Saturday, October 24, weather permitting. A recorded presentation will be heard on FM 88.5 radio.
12. The leachate line from the lift station to the sanitary sewer line was flushed and the closed landfill and the new area will be completed next fall per the landfill permit which requires flushing every three years.
13. Market prices for processed recyclables products continue to be low other than #8 Newsprint at \$195 per ton. Wittry asked the Executive Board to consider replacing the 1993 Ford flatbed truck. No action taken.
14. Upcoming events were discussed.
15. The next Executive Board meeting will be held at 6:30 a.m. on Tuesday, November 10, 2020.
16. Other – Carroll City Manager visited with Wittry about Olsen Outdoor Power requesting to annex into Carroll and asked if the Commission would be interested too. The Commission already has city utilities and there would be not tax implications. No action taken and the item will placed on the November agenda.
17. Dales moved and Ruggles seconded to adjourn the meeting at 6:50 p.m.

Respectfully submitted:

Mary Wittry



# **City Manager's Monthly Activity Report Mike Pogge-Weaver, City Manager**

**September 2020**

**City of *Carroll***

This is a report of the various departments and divisions of the City of Carroll.

# Finance Department

**As reported by Laura Schaefer, City Clerk/Finance Director**

Routine Activities for the month:

- Dealt with water issues/collections
- Continued to learn about COVID 19 and new laws/regulations
- Continued to review city financials during COVID-19 pandemic
- Continued preparing financial reports for FY 2019/2020
- Fieldwork for annual audit – September 14 – 18
- Continued preparing submission for FEMA and State of IA COVID-19 Reimbursement
- Continued to promote wellness initiatives (Carroll County Wellness Coalition and City wellness program)
  - Wellness Coalition Meeting – September 17 (Zoom Meeting)

Activities planned for next month and other comments:

- Continue to work on delinquent water accounts/water issues
- Continue to work on draft financial policies
- Continue to learn about COVID 19 and new laws/regulations
- Begin review of FY 2019/2020 audit report
- Begin preparing information for FY 21/22 budget preparations
- Attend the Municipal Fire & Police Retirement System (MFPRSI) Meeting – October 1
- Continue to work with FEMA and State for COVID-19 submission
- Annual Council Planning Session – October 29
- Attend IMFOA Conference – October 22 – 23 (Des Moines)
- Continue to promote wellness program with employees
  - Flu Shot Clinic for city employees – October 14
  - Wellness Coalition Meeting – October 15 (Zoom Meeting)

Accomplishments of particular note:

- 490 utility bills were emailed September 2020.

# Fire Department

**As reported by Greg Schreck, Fire Chief**

Routine Activities for the month:

The Department responded to six calls for service and held two training sessions in September.

Our training this month included search and rescue operations while blindfolded and in full protective gear. This training took place at the station on an obstacle course with various obstructions for firefighters to navigate. The goal of the session was navigating the obstacle course to locate a 145 lb. mannequin and drag the mannequin back through the course to safety. Our second training session took place at Quandt Auto Salvage and involved extrication operations for vehicle collisions. The personnel at Quandt's did an excellent job of creating an accident scene that depicted a two-vehicle broadside collision. The scenario had one subject trapped and in critical condition in one vehicle and another with non-life-threatening injuries in the other. This situation was as realistic as possible and an excellent training situation for all of our members. I would like to, again, thank the staff at Quandt's for their outstanding cooperation in providing our firefighters with this training opportunity.

Run Report for September:

Alarm Date	Alarm Location	Incident Type
09/02/2020	1200 W 20 <sup>th</sup> St	Grass fire
09/04/2020	130 <sup>th</sup> & Robin Ave	Vehicle collision
09/08/2020	1503 Olive St	Furnace problem
09/18/2020	2809 N Grant Rd	Vehicle fire
09/20/2020	¼ S of 30 <sup>th</sup> on Olympic Ave	Grass fire
09/26/2020	700 Blk of E 18 <sup>th</sup>	Grass fire



# Police Department

## **As reported by Brad Burke, Police Chief**

Routine Activities for the month:

All officers completed quarterly fitness testing on the 17<sup>th</sup>. The test consists of sit and reach, max push up in one-minute, max sit-ups in one-minute, max bench press, max leg press, and a 1.5-mile run. Those passing are given comp time as an incentive to stay in physical shape.

DARE has begun at the Carroll Middle School. The program is for 6<sup>th</sup> grade students and teaches the consequences of drug and alcohol abuse as well as topics on bullying and cyber security. The program will run the first half of the school year and then will be taught at the Kuemper Middle School for 6<sup>th</sup> grade.

TASER recertification has begun for officers within the department. The training is being held on multiple dates allowing for small groups of officers to participate without a major disruption to the schedule.

The final weather siren testing was completed for the year on the 28<sup>th</sup>. We check the sirens April through September on Mondays at noon. The testing is to ensure that they are properly functioning and prepared for severe weather. This year, the sirens were set off on one occasion for weather during the derecho in August.

# Offense Summary

## CARROLL POLICE DEPARTMENT OFFENSE SUMMARY

Offenses	Incidents		
	September 2020	September 2019	September 2018
Forcible Rape		1	
Forcible Fondling		1	
Incest			2
Aggravated Assault	1		1
Statutory Rape		1	
Robbery		1	
Simple Assault	4	3	1
Intimidation		1	
Domestic Abuse	1	4	3
Burglary/B&E	1	3	2
Shoplifting		6	4
Theft from Vehicle			2
Theft Vehicle Part			1
Theft from Building	1	3	4
Other Larceny	1		1
Motor Vehicle Theft			2
Counterfeit/Forgery		2	1
Credit/ATM Fraud	1		
Identify Theft			
Bad Checks		1	1
Vandalism: Business	1		
Vandalism: Residence	1	2	1
Vandalism: Vehicle	3	6	1
Vandalism: School			2
Vandalism: Other		1	
Weapon Law Violation	1		
Drug/Narc Violations	6	1	2
Drug Equipment Viol	2		
Drive Under Influence	4	2	4
OW 2 <sup>nd</sup>	2		1
Liquor Law Violation	2		
Under 21 BAC .02			
Drunkenness	2	4	4
Disorderly Conduct		2	
Harassment	1		
All Other Offenses	5	3	3
Trespassing		2	4
Runaway			
Found Property		2	
Missing Person	1	1	
Suicide	1		
Firearms Accident	1		

Warrant Outside	3	5	3
Restraining Order			4
Car and Bike			
10-50 PD Prop.	9	15	10
10-50 PD: Hit and Run	1	2	1
10-50 PD: City Vehicle		1	
10-50 PD Under 1000			
10-50 PD Under 1500	1	2	1
Assist Other Agency		1	
Moving Violations		1	
Op After Revocation	1	2	1
Operate After Suspen	8	8	13
Miscellaneous Public	2	1	3
<b>Total</b>	<b>68</b>	<b>91</b>	<b>86</b>

**September 1 – 30, 2020**

<b>Citations</b>	
Animal	0
Dark Windows	2
License Violation	22
Other	7
Parking Violation	5
Registration	11
Seatbelt	5
Tobacco	0
Traffic	45
Warning Notices	228
Loud Stereo	0
<b>TOTAL</b>	<b>325</b>

**Salvage Vehicle Inspections: 12**

# Building Department

**As reported by Perry Johnson, Building Official**

<b>Permits - By Class - By Type - September 2020</b>						
Class	Permit Type	Date Issued	Valuation		Permit #	Fee
<b><i>Agricultural</i></b>						
	Building	NONE	\$0.00			\$0.00
	<b>Agricultural Building Valuation Total:</b>		<b>\$0.00</b>		<b>Agricultural Building Fee Total: \$0.00</b>	
	<b>Agricultural Valuation Total:</b>		<b>\$0.00</b>		<b>Agricultural Fee Total: \$0.00</b>	
<b><i>Commercial</i></b>						
	Building	9/2/2020	\$242,000.00		200309	\$796.00
		9/18/2020	\$450,000.00		200327	\$1,316.00
	<b>Commercial Building Valuation Total:</b>		<b>\$692,000.00</b>		<b>Commercial Building Fee Total: \$2,112.00</b>	
	Electrical	9/10/2020			200311	\$63.54
		9/21/2020			200335	\$146.89
		9/23/2020			200340	\$91.28
	<b>Commercial Electrical Fee Total:</b>					<b>\$301.71</b>
	Mechanical	NONE				\$0.00
	<b>Commercial Mechanical Fee Total:</b>					<b>\$0.00</b>
	Plumbing	9/18/2020			200326	\$40.50
	<b>Commercial Plumbing Fee Total:</b>					<b>\$40.50</b>
	Right of Way	9/23/2020			200338	\$25.00
	<b>Commercial Right of Way Fee Total:</b>					<b>\$25.00</b>
	Sign	9/18/2020			200323	\$5.00
		9/18/2020			200330	\$15.00
	<b>Commercial Sign Fee Total:</b>					<b>\$20.00</b>
	<b>Commercial Valuation Total:</b>		<b>\$692,000.00</b>		<b>Commercial Fee Total: \$2,499.21</b>	

<b>Residential</b>					
Building					
	9/10/2020	\$1,000.00		200312	\$22.00
	9/18/2020	\$100,000.00		200316	\$443.50
	9/18/2020	\$3,600.00		200318	\$40.75
	9/18/2020	\$25,000.00		200319	\$172.00
	9/18/2020	\$6,500.00		200320	\$59.50
	9/18/2020	\$35,000.00		200325	\$222.00
<b>Residential Building Valuation Total:</b>		<b>\$171,100.00</b>	<b>Residential Building Fee Total:</b>		<b>\$959.75</b>
Electrical					
	9/18/2020			200317	\$44.13
	9/18/2020			200321	\$51.22
	9/18/2020			200322	\$37.28
	9/21/2020			200332	\$44.50
	9/23/2020			200339	\$35.88
			<b>Residential Electrical Fee Total:</b>		<b>\$213.01</b>
Mechanical					
	9/10/2020			200310	\$34.12
	9/10/2020			200313	\$32.88
	9/10/2020			200647	\$40.75
			<b>Residential Mechanical Fee Total:</b>		<b>\$107.75</b>
Plumbing					
	9/21/2020			200337	\$54.50
			<b>Residential Plumbing Fee Total:</b>		<b>\$54.50</b>
Right of Way					
	9/18/2020			200315	\$25.00
	9/18/2020			200324	\$25.00
	9/18/2020			200328	\$25.00
	9/18/2020			200329	\$25.00
	9/21/2020			200331	\$26.00
	9/21/2020			200333	\$25.00
	9/21/2020			200334	\$25.00
	9/21/2020			200336	\$25.00
			<b>Residential Right of Way Fee Total:</b>		<b>\$201.00</b>
Sign					
	NONE				\$0.00
			<b>Residential Sign Fee Total:</b>		<b>\$0.00</b>
<b>Residential Valuation Total:</b>		<b>\$171,100.00</b>	<b>Residential Fee Total:</b>		<b>\$1,536.01</b>
<b>Valuation Grand Total:</b>		<b>\$863,100.00</b>	<b>Fee Grand Total:</b>		<b>\$4,035.22</b>



## Permits - YTD - through September 2020

Class	Permit Type	Valuation		Fee
<i>Agricultural</i>				
	Building	\$0.00		\$0.00
	<b>Agricultural Valuation Total:</b>	<b>\$0.00</b>	<b>Agricultural Fee Total:</b>	<b>\$0.00</b>
<i>Commercial</i>				
	Building	\$17,674,906.00		\$35,300.29
	Electrical			\$2,467.35
	Mechanical			\$925.12
	Plumbing			\$1,081.50
	Right of Way			\$651.50
	Sign			\$130.00
	<b>Commercial Valuation Total:</b>	<b>\$17,674,906.00</b>	<b>Commercial Fee Total:</b>	<b>\$40,555.76</b>
<i>Residential</i>				
	Building	\$2,129,532.00		\$9,978.50
	Electrical			\$1,969.83
	Mechanical			\$502.95
	Plumbing			\$728.50
	Right of Way			\$5,221.35
	Sign			\$0.00
	<b>Residential Valuation Total:</b>	<b>\$2,129,532.00</b>	<b>Residential Fee Total:</b>	<b>\$18,401.13</b>
<b>Valuation Grand Total:</b>		<b>\$19,804,438.00</b>	<b>Fee Grand Total:</b>	<b>\$58,956.89</b>

# Public Works

**As reported by Randy Krauel, Public Works Director/City Engineer**

Routine Activities for the month:

**Division:** Streets; Dale Pottebaum, Street Superintendent

- Maintained signs and signals.
- Maintained gravel roads.
- Placed 32.25 cu. yds. of concrete for street repair and ROW Permits.
- Repaired CBD lights.
- Maintained Traffic Signals.
- Swept streets.
- Graded alleys.
- Patched potholes.
- Division Safety Meeting: “Portable Abrasive Wheels”, September 9, 2020.

**Division:** Water; Terry Kluver, Water Superintendent

- Water production:
  - Monthly Total: 42.546 million gallons
  - Daily Average: 1.418 million gallons
  - Daily Maximum: 1.721 million gallons
- Completed 177 Iowa One Call locate requests.
- Meter Department
  - 49 service orders.
  - 7 delinquents.
  - 2 reread.
  - 4 stuck meters.
- Division Safety Meeting: Reviewed Safety Data Sheets for Hazardous Communication Plan, September 10, 2020.

**Division:** Sean Kleespies, Wastewater Superintendent

- Wastewater treatment:
  - Monthly Total: 26.639 million gallons
  - Daily Average: 0.888 million gallons
  - Daily Maximum: 1.209 million gallons
- Performed laboratory analysis.
- Completed DNR Monthly Operating Report.
- Daily plant sampling and operations.
- Division Safety Meeting: “IMCA Informer, September 9, 2020; September 23, 2020.

Special Activities/Accomplishments of particular note:

**Division:** Streets; Dale Pottebaum, Street Superintendent

- Received ice control salt.
- Prepared equipment for winter.

**Division:** Water; Terry Kluver, Water Superintendent

- Seeded three (3) excavation sites from past summer's watermain breaks.
- Submitted remaining permit-required samples for Lead and Copper.
- Worked with contractor on Water Supply Well Replacement project.
- Submitted Unregulated Contaminant Monitoring Rule (UCMR4) samples from SEP, Raw, and Distribution System.
- Worked with contractor on Water Distribution Main Replacement project.

**Division:** Sean Kleespies, Wastewater Superintendent

- Routine Plant maintenance.
- Sanitary sewer maintenance.
- E & F Custom Pumping cleaned out the Sludge Lagoon.
- Removed Raw Sewage Pump #2 assembly due to a bad impellor.
- Picked up the repaired CCTV from Mid Iowa Equipment.
- Cleaned out the drying bed.
- Travis Boell moved the 2" water line in the garage to facilitate backflow preventer repairs.

Activities planned for next month and other comments:

**Division:** Streets; Dale Pottebaum, Street Superintendent

- Street repairs and ROW permits.
- Street sweeping.
- Maintain signs and signals.
- Spray mosquitoes, as needed.

**Division:** Water; Terry Kluver, Water Superintendent

- Start flushing 500 fire hydrants.
- Work with contractor on Water Supply Well Replacement project.
- Work with contractor on Water Distribution Main Replacement project.
- Send Lead and Copper results to 30 consumers who are participating in the water monitoring program.

**Division:** Sean Kleespies, Wastewater Superintendent

- Laboratory Analysis.
- Sanitary sewer maintenance.
- Routine plant maintenance.
- Stream testing for Total N and Total P.
- Cooper Compliance testing.
- NPDES Permit application.

**CAPITAL PROJECT STATUS SUMMARY 10-14-2020**

PROJECT				ANTICIPATED		CONTRACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Street Resurfacing 2013	2015 On-going		FY16			JEO Consulting Group, Inc.	\$60,800.00+	09-24-12	\$143,848.36	95%	11-15-13	Plus Hourly Construction Service
						Godbersen-Smith Construction Co.	\$555,808.75		\$563,827.37		11-15-13	
Street Maintenance Building	2017 On-going	FY16	FY14	\$4,977,500	2019	FEH	\$22,500.00	01-25-16	\$22,500.00		05-01-16	Space Needs/ Prelim. Design Design
						FEH DESIGN	\$349,050.00	12-10-18	\$271,137.86		Fall, 2019	
						Badding Construction	\$4,489,300.00	09-28-20			11-15-21	
Downtown Streetscape Phase 10	On-going	FY19	FY19	\$1,300,000	2019	Confluence	\$103,475.00	10-22-18	\$105,037.91		04-19	
						Badding Construction	\$1,039,036.28	09-14-20			09-30-21	
Downtown Streetscape Phase 11	On-going	FY20		\$1,700,000	2020	Confluence	\$118,775.00	03-19	\$24,083.95		03-20	
Street Resurfacing 2020	On-going	FY20	FY20	\$1,575,000	2020	JEO Consulting Group	\$210,650.00	09-23-19	\$172,577.50			
						Ten Point Const. Co., Inc.	\$974,439.17	07-20-20	\$986,495.33			
Well and Transmission Main	2014	FY16	FY16			JEO Consulting Group, Inc.	\$383,312.50	07-28-14	\$335,899.36	95%		Contract Completion 11-30-15
Transmission Main – Group A	2014	FY16	FY16			Drake Construction, L.C.	\$790,134.07	03-23-14	\$751,752.95			



PROJECT				ANTICIPATED		CONTACT DATA						
Project Name	Action Plan	CIP	Budget	Estimated Cost	Projected Completion	Contractor	Contract Cost	Start Date	Expenditure	% Complete	Completion Date	Notes
Watermain Improvement 2020		FY20	FY20	\$500,000	2020	JEO Consulting Group	\$136,500.00	10-14-19	\$122,849.49			
						King Construction	\$797,071.00	04-27-20	\$160,331.58		210 Days	
Water Well 2020		FY20	FY20	\$725,000	2020	JEO Consulting Group	\$125,800.00	10-14-19	\$65,056.61			
						Sargent Drilling	\$568,790.00	04-27-20	\$154,163.55		210 Days	
Leachate Forced-main & Gravity Sewer						King Construction	\$661,257.50 Total \$370,434.53 City	07-18-16	CCSWMC \$325,605.01		08-31-16	CCSWMC Contract

# Parks and Recreation

**As reported by Jack Wardell, Parks and Recreation Director**

Routine Activities for the month:

**Parks:** Tom Weber, Parks Superintendent

- Water plants
- Water new seeding
- Weed beds
- Mow parks
- Push mow Central Business District
- Mowed tall grass areas
- Blade parking lots
- Daily routes
- Picked up garbage in Central Business District and parks

**Golf:** Scott Haakenson, Golf Superintendent

- Mowed tees 10 times
- Mowed fairways 10 times
- Mowed collars 10 times
- Mowed greens 18 times
- Verticut greens once
- Brushed greens 4 times
- Rolled greens 5 times
- Mowed rough daily
- Cut cups 6 times
- Sprayed tees and greens as needed
- Irrigated tees, fairways, and greens as needed
- Serviced mowers as needed
- Watered new trees

**Cemetery: Jake Bruggeman, Cemetery Sexton**

- Took care of the duties of five burials. One being an infant in Babyland on a Saturday and one cremation burial. Three traditional full burials.
- Dug all 5 graves.
- Sold a total of 20 grave spaces. One being in Babyland, two flat marker only spaces, and the remaining 17 upright stone spaces.
- Assisted multiple parties with finding grave spaces for loved ones.
- Turned in all monies from sold grave spaces and interments to city hall.
- Seeded new graves and around new stones that were installed.
- Watered new seedings.
- Added dirt underneath trees where it had eroded, and reseeded those areas.
- Picked up sticks from numerous days of wind.
- Emptied garbage cans.
- Picked up trash.
- Mowed.
- Push mowed.
- String trimmed.
- Trimmed bushes.
- Cleaned dump truck and changed oil.
- Cleaned, greased, and sharpened blades on mowers.
- Backfilled sunken graves.
- Trimmed low hanging branches off trees.
- Refilled dirt bunker with black dirt.
- Edged along curbs in cemetery and outskirts.
- Received a new Kubota mower on 9/24.

**Building Maintenance: Andy Snyder, Building Maintenance Specialist**

- Changed light bulbs on city property
- Back washed filters for pools and spa at Rec Center
- General housekeeping
- Time sheets for staff
- Ordered supplies
- Vacuum Pool
- Night cleaning crew at Rec Center
- Power scrub gym and pool at Rec Center
- Bills

Special Activities/Accomplishments of particular note:

**Parks:** Tom Weber, Parks Superintendent

- Marked out soccer and installed goals
- Seeded several areas affected by drought
- Aerified parks and other grass areas

**Golf:** Scott Haakenson, Golf Superintendent

- Deep tine aerified greens and tees
- Top-dressed greens
- Trimmed overgrown bushes by 4 red tee
- Planted tree on # 4

**Cemetery:** Jake Bruggeman, Cemetery Sexton

- Per request from the Historical Preservation Commission:
  - Painted the door and trim around the roof of the old bathroom.
  - Met with Brett Knight about welding and fixing a few sections of the fence on top of the stone wall.

**Building Maintenance:** Andy Snyder, Building Maintenance Specialist

- Fixed bathrooms at city buildings
- Worked on vacuums at City Hall and Rec Center
- Fixed exercise equipment
- Sinks and drains at Rec Center and City Hall
- Downtown lights
- Working on specs, bids, quotes
- Locker locks at Rec Center
- Budget items
- Theater rentals
- Floor drains at Rec Center
- Finishing budget items
- Next year's budget items
- Night cleaning 24/7 operations.
- A/C and heating repairs at city buildings
- Winterizing Aquatic Center
- Water fountain at Rec Center
- Disinfecting all areas
- Generator tested and replaced part at city buildings
- Fixed winter hose bibs at city buildings
- Rec front building lights

Activities planned for next month and other comments:

**Parks:** Tom Weber, Parks Superintendent

- Spray city properties
- Winterize bathrooms
- Fall fertilizer
- Blow out irrigation
- Mulch leaves
- Re-paint soccer lines

**Golf:** Scott Haakenson, Golf Superintendent

- Spray herbicide on entire course
- Mulch leaves
- Spread fall fertilizer on tees and fairways

**Cemetery:** Jake Bruggeman, Cemetery Sexton

- Continue mowing and trimming.
- Trim trees.
- Take care of funerals.
- Fall spray the entire cemetery grounds.
- Fall fertilize entire cemetery grounds.

**Building Maintenance:** Andy Snyder, Building Maintenance Specialist

- Check and winterize city buildings

**Safety Topic:**

- Covid-19 awareness
- Tree cutting
- Hearing protection
- Eye protection
- Cold weather





Department/Division Carroll Public Library

Month September Year 2020

Person preparing report Rachel Van Erdewyk



**PUBLIC LIBRARY**

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**Routine activities for the month/statistics:**

<b>Program Attendance:</b>		<b>Monthly Statistics:</b>	
Tech Help Fridays (canceled)	0	Total Print Circulation	6,709
Children's Library Programs	0	BRIDGES Circulation	1,154
Children's Programs Outreach (canceled)	0	Public Computer Use	131
Children's Virtual Programs	5,575	Wi-Fi Use	229
Crafty Library Ladies (canceled)	0	Website Visits	3,183
Curbside Pickup	31	Daily Times Herald Archives Views	15,387
Study Room Use	14	Consumer Reports	246
Meeting Room Use	1	Gale Databases	8
Adult Program - Visiting the Beyond	270	Global Road Warrior	120
		Learning Express	65
		Freegal	1,109
		Transparent Language	2
		Chilton Auto Manual	8
		eMagazine Circulation	70
		Lynda.com	0
		RBDigital Audiobooks	15
		Brainfuse	104
<b>Total Program Attendance</b>	<b>5,891</b>	<b>Total Resources Utilized</b>	<b>28,540</b>
<b>Monthly Door Count</b>	<b>2,212</b>		

**Special activities/accomplishments:**

- 1) Children's Programs:** Miss Diane has continued her daily Facebook live video of reading stories to children. In September, Miss Diane started a Virtual Program called Rookies At Home – Storytime, which allows patrons to come pickup a Grab and Go craft that has been very popular.
- 2) Adult Programs:** The library hosted Curt Strutz for his program Visiting the Beyond via Facebook Live. Curt took patrons on historical and photographed tour through haunted buildings. The audience selected which locations to 'visit' on the night of the presentation. Curt took the audience, firsthand, through many locations, while showing all original photography, telling of his experiences and diving deep into the history (and unsettling past) of the buildings. The library had the video on Facebook for a week for patrons to view and had an attendance of 270.
- 3) Meeting and Study Rooms:** The library now has the meeting room and study rooms open for use! Contact the library to reserve a room--call 792-3432, email [info@carroll-library.org](mailto:info@carroll-library.org), or text 712-221-8461 for more information.

# Library Statistics from August 2019-August 2020

