City of Carroll

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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 10th, staff set March 9th for the workshop and asked that comments on the Rental Housing Code be submitted to the City by 5:00 PM on February 27th. 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 9th 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 25th.

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 31st of the following year. Renewals of rental permits shall be made annually between January 2nd and March 31st. 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 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:

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:

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.

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 (68º) Fahrenheit [twenty degrees (20º) centigrade] and shall be capable of maintaining in all said locations a minimum temperature of sixty-five degrees (65º) Fahrenheit, [eighteen degrees (18º) 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 dissemble, 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.

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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

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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

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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.

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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.

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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 31st of the following year. Renewals of rental permits shall be made annually between January 2nd and March 31st. 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.

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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:

Single family dwelling	Every 5 years

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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

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

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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:

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

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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.

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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:

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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

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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.

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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

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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~~n 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.

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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:

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(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 (68º) Fahrenheit [twenty degrees (20º) centigrade] and shall be capable of maintaining in all said locations a minimum temperature of sixty-five degrees (65º) Fahrenheit, [eighteen degrees (18º) 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.

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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.

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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

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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.

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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.

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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,

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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

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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.

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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

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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 dissemble, 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.

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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	~~$35.00 per unit~~No 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

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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. Existing gravel driveways installed prior to the Spring of 2017 are permitted to remain but may not be expanded.	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

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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 (fuse/circuit breaker) 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

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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 rom 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

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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

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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 MSP-W

DATE: March 5, 2020

SUBJECT: Rental Housing Code

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.

That week staff set March 9th for the workshop and asked that comments on the Rental Housing Code be summited to the City by 5:00 PM on February 27th. 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 9th 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

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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

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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

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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.

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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.

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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 31st of the following year. Renewals of rental permits shall be made annually between January 2nd and March 31st. 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 threes 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.

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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.

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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

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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 l.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 ClTY?" 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.

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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.

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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 my 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.

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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 consideredd out of compliance under section 158.08 of the Rental Housing Code.

The rational 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 0f 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.

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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.

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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:

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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

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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.

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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:

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(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 from 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.

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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.~~

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.

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~~

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~~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 (68º) Fahrenheit [twenty degrees (20º) centigrade] and shall be capable of maintaining in all said locations a minimum temperature of sixty-five degrees (65º) Fahrenheit, [eighteen degrees (18º) 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).

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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. l 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 may cases kitchen fires can be put out before they become larger fires.

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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.

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(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 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.

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

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.

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?

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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

Commented [MP44]: Comment #86: Who decides what is reasonable?

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?

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.

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.

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?

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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.

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.

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.

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.

Commented [MP51]: Comment #90: What if tenant breaks/who is responsible? If unit breaks then changes to tenant replacing.

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.

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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 beg bugs – multiple treatments are sometimes necessary and tenant does not do required checklist – who's going to pay for?

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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.

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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.

Commented [MP58]: Comment #94: Garbage facilities are provided and tenant still leaves in hallways, their closets or dumps right outside of dumpster.

Commented [MP59]: Comment #95: Who and how is it decide the occupancy on the rental permit.

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.

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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.

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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 gong 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 ese 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.

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~~8.~~10. Early Warning Fire Protection. Every occupant of a dwelling unit or rooming unit shall not dissemble, 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.

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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.

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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 reinpsction fees. If it is expected that the regular rental permit fee would cover reinpections 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.

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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 suject to inspection.

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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. Existing gravel driveways installed prior to the Spring of 2017 are permitted to remain but may not be expanded.	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.

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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.

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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 rom 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

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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

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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 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.

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.

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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.

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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.

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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.

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Comment Letter "A"

General Comment.
No specific suggested code changes or questions.

Mike Pogge-Weaver

From: CityofCarroll
Sent: Thursday, February 13, 2020 12:26 PM
To: Mike Pogge-Weaver; Greg Schreck
Subject: FW: Rental Discussion

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 Respitory 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 is 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

Comment Letter "B"

General Comment.
No specific suggested code changes or questions.

Mike Pogge-Weaver

From: CityofCarroll
Sent: Thursday, February 13, 2020 4:47 PM
To: Mike Pogge-Weaver; Greg Schreck
Subject: FW: Rental Housing

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

Comment Letter "C"

General Comment.
No specific suggested code changes or questions.

Mike Pogge-Weaver

From: CityofCarroll
Sent: Friday, February 14, 2020 8:09 AM
To: Mike Pogge-Weaver; Greg Schreck
Subject: FW: Rental Housing

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 pored 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

"The best way to predict the future is to create it"

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Comment Letter "D"

General Comment.
No specific suggested code changes or questions.

Mike Pogge-Weaver

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!!!

Comment Letter "E"

General Comment.
No specific suggested code changes or questions.

Mike Pogge-Weaver

From: CityofCarroll
Sent: Monday, February 17, 2020 3:12 PM
To: Mike Pogge-Weaver; Greg Schreck
Subject: FW: Carroll proposed rental code

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

Comment Letter "F"

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 firns/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.

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.

#3

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

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.

Comment Letter "H"

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: Saturday, February 22, 2020 8:00 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.

#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)

Comment Letter "I"

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 my 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 consideredd out of compliance under section 158.08 of the Rental Housing Code.

The rational 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.

Comment Letter "J"

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: 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 0f 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.

Comment Letter "K"

General Comment.
No specific suggested code changes or questions.

Mike Pogge-Weaver

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 Housing already does This.
Problem is one cannot force Them
To clean up The mess.

Tom Underberg
Rental House 1321 Grant Bd.

Comment Letter "L"

Mike Pogge-Weaver

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 #19 #20 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 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 #19 #20 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 Letter "M"

Mike Pogge-Weaver

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.

Comment Letter "N"

General Comment.
No specific suggested code changes or questions.

Mike Pogge-Weaver

From: CityofCarroll
Sent: Thursday, February 27, 2020 9:22 AM
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner
Subject: FW: Rental property concern

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 woul 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

Comment Letter "O"

General Comment.
No specific suggested code changes or questions.

Mike Pogge-Weaver

From: CityofCarroll
Sent: Thursday, February 27, 2020 9:21 AM
To: Mike Pogge-Weaver; Greg Schreck; David S. Bruner
Subject: FW: Rental Housing Code

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

Comment Letter "P"

Mike Pogge-Weaver

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

Leo and Joleen Kasparbauer

Comment Letter "Q"

Mike Pogge-Weaver

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 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. 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.

#37

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 the 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 from 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 Respitory 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 is 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

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
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
Note: If a complaint is filed by the tenant and requires an inspection and there are no violations found, the tenant may be charged.	$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

ONLY PAID DURING RENTAL PERMIT CYCLE. REWARDS LANDLORDS FOR GETTING ON MULTI-YEAR INSPECTION PROGRAM

Below is a list of landlords that agree to the comments submitted and do not want the current ordinance as presented.

Name	**Name**
Ron Schmitz	Jolene Handlos
Ruby&Ron Lutwitze	Adam Schweers
Rick Pawletzki	Brian Wittrock
Leo Kasparbauer	Erv Haberl
David Farrell	Brian Haberl
Roy Osterlund	Jason Reising
Mern Irlbeck	Dan Drake
Leona & John Mueggenberg	Dan Kraus
Keith Pottebaum	Pat Hagedorn
Elmer Venteicher	Richard Dentlinger
Mark Schreck	Bob Dentlinger
Michelle for Onken Rentals	John Reinart
Barb & Snort Snyder	Al Kraus
Jair Mayhall	Dave Schapman
Don Kitt	Larry Hansman
Randy Brockman	Tony Potthoff
Jan & Steve Sander	PJ Scheck
Greg Kasparbauer	Ron Meiners
Margaret Saddoris	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.

		Date
Emma Jaddous	1825 N Grant Rd Apt 4 Carroll, IA 51401	2/5/20
Larry J. Charles	1826 N. Randall Rd #3 51401	"
Cindy R. Ewing	1815 N GRANT RD. #1	"
Blake Dierson	1833 N Grant RD. #2	"
Tristan Giralamo	319 E 18th St #2	"
Alison Kozak	313 E 18th St Apt #2	"
Camie Gaylor	1834 N Randall #3	"
Sharon Fender	1834 N. Randall #2	"
Jessika Fock	1825 N Grant RD #2	
Jacob Hoxsie	1825 N Grant RD #2	"
Josh Andreasen	1820 N. Randall Apt. 1	"
Isaac Schanten	1826 N Randall Rd Apt 2	"
Drew Hayt	1812 N Randall Rd Apt 4	2/6/20
Jaden Hayt	1812 N Randall Rd Apt 4	"
matt Plagman	1812 randall rd ap 1	"
Kelli Betty	1809 North grant Road apt 3	"
Kara Struck	1820 N. Randall Rd Apt. 3	"
Troy Schemmer	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 Maturicio	1846 10 Randall Rd Apt 3	"
Roman mauricio	1846 10 Randall Rd Apt 3	"
Jose A. Robaina	1849 N Grant Rd Apt 4	"
Nivrka Perez	1849 N Grant Rd Apt 4	"

Sandra Redlinger	1849 N. Grant Rd. #3, Carroll, IA	2/6/20
[illegible]	1833 N Grant Rd Apt #4 Carroll IA	2/6/20
Linda Olert	1812 N. Randall Rd. #3 Carroll, Ia	2/7/20
[illegible]	331 E 18th St Apt 1 Carroll, IA	" "
Sara [illegible]	331 E 18th St. #3 "	" "
Marilyn Schmeeckle	1849 N Grant Rd Apt #1 Carroll IA 51401	2/8/20
Pat Dobson	1826 N Randall Rd Apt 4 Carroll IA	2-8-20
Joshua [illegible]	1809 N Grant RD Apt 2 Carroll, IA 51401	"
Deborah Harvey	3501 E. 18th St. Apt #2 Carroll, IA 51401	
Justin Arnold	331 E 18th St Apt #2 Carroll IA 51401	"
Alexis Gonzalez	331 E 18th St Apt #1 Carroll, IA 51401	
Julie Johnson	1825 N Grant Rd #3	"
Lori A Warner	313 E. 18th St Apt 1 Carroll Ia.	
Ron Wensley	313 E 18th St.	
Rebecca Stryker	1820 N Randall Rd, Apt 4, Carroll IA	2/9/20
Gary Hansen	313 EAST 18TH APT CARROLL IA	"
[illegible]	1812 N. Randall Rd, Apt #2 Carroll IA	"
Adam Casey	1844 N Randall Rd Apt #3	"
[illegible]	1844 N Randall Rd Apt 5	"
[illegible]	1844 N Randall Rd Apt #1	"
Jakob E. Nielsen	1844 N. Randall Rd, Apt. 4	"
[illegible]	1832 N Randall Rd, Apt 4	"
Scott Yote	1832 N Randall Rd Apt 1	"
Gilbert Parra	1846 N Randall Rd Apt 4	"
Jason Muehlmeier	1833 North Grant Rd #3	"
Ben Semen	1849 N Grant Rd #2	"
Steve Lappnow	1815 N Grant Rd #2	2/9/20
[illegible]	1815 N GRANT RD #4	
Ann Wilwerding	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

Comment Letter "R"

Mike Pogge-Weaver

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

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
712-790-9710

D/R ELECTRIC

D/R Electric, Inc
323 W. 3rd St.
Carroll, IA 51401

Jason Reising
D/R Real Estate, Triple RD Investments
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).

#51

#52

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).

#53

#54

#55

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).

#56

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).

#57

#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,

Jason Reising

Jason Reising

Partner
D/R Real Estate, Triple RD Investments

Comment Letter "S"
The comments in this letter are the same as Comment Letter "R" except this letter is signed by Dan Drake.

Mike Pogge-Weaver

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

From: Dan Drake <dan@drelectricia.com>
Sent: Thursday, February 27, 2020 4:08 PM
To: CityofCarroll <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

From: Shannon Reising <shannon@drelectricia.com>
Sent: Thursday, February 27, 2020 4:02 PM
To: Dan Drake <dan@drelectricia.com>
Subject: rentals

Shannon Reising
Office Manager
shannon@drelectricia.com

D/R ELECTRIC

D/R Electric, Inc
323 W 3rd 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).

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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

Comment Letter "T"

Mike Pogge-Weaver

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.

How long are rental permits?? What are the fees to obtain a rental permit?

Rental permit or umbrella permit is needed for each property/unit?

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

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.

Actual cost of inspections?

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.

Why would they not have to give a 24 hour Notice as required by law?

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

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.

What if reason for vacating is caused by negligence of tenant?

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

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 tenants 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.

- 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

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.

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 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.

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

- 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 23

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 existing 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. Even brand New homes built can Not guarantee rodent or insect proof –

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.

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.

Who decides what is suitable?

Landscaping can vary widely.

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.

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?

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.

- toilets running or leaking and tenant does not make owner aware. Most don't care because owner pays water and there is no repercussions 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 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.

bathrooms not kept in sanitary condition - even with young children living in unit, therefore causing future damages or necessitating replacement of floors.

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. -If unit breaks then changed 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.

in lease that tenant is responsible for changing batteries + keep working at all times.

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 if 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?

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.

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 of bed bugs - multiple treatments are sometimes necessary and tenant does not do required checklist - who's going to pay for?

Damage can be done with improper or non emergency use of fire extinguisher. Who is going to cover those damages?

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.

Tenant may feel they don't need to call fire dept if they think they can put out themselves. Tenants should call 911 right away and leave residence.

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.

Who decides what constitutes safe and sanitary?

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.

Garbage facilities are provided and tenant still leaves in hallways, their closets or dumps right outside of dumpster.

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.

Who + How is it decided the occupancy on the rental permit -

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?

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.

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.

Do you think tenants are going to let owners know if there is more people living there? Extremely hard to prove actually live there. How many people even with video cameras and seeing the amount of people in and out each night - tenants do not admit anyone else living there.

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.

Penalties? = $
Who decides the penalties, order for abatement?

Are these provisions included in these or are they above and beyond these codes?
- Copy of City Code of Ordinance?
- Copy of State of Iowa Code?

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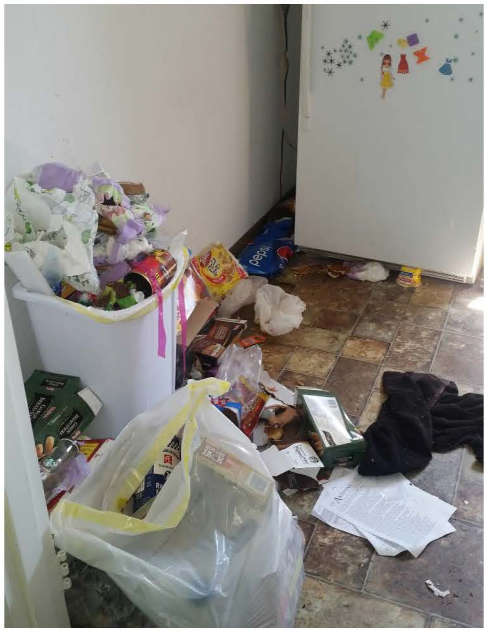

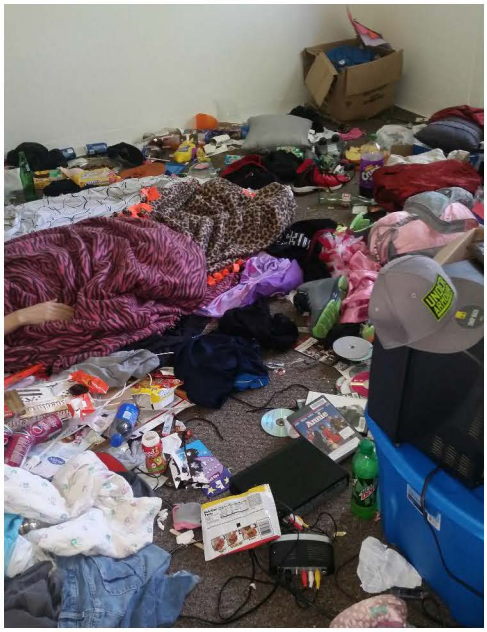

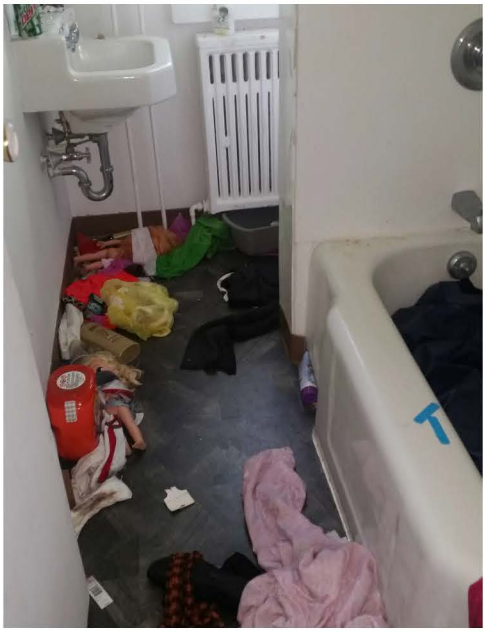

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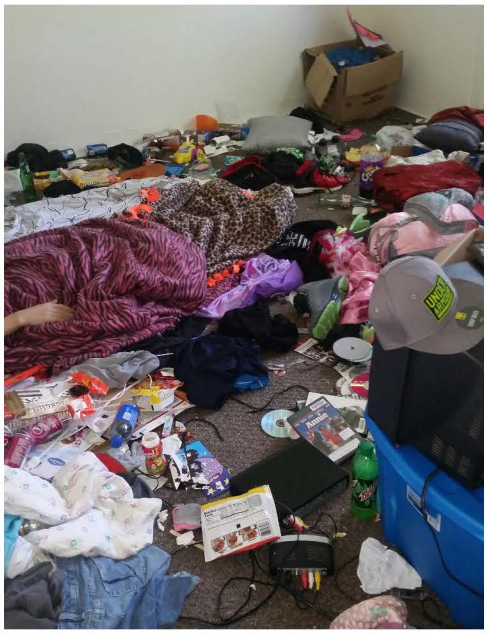

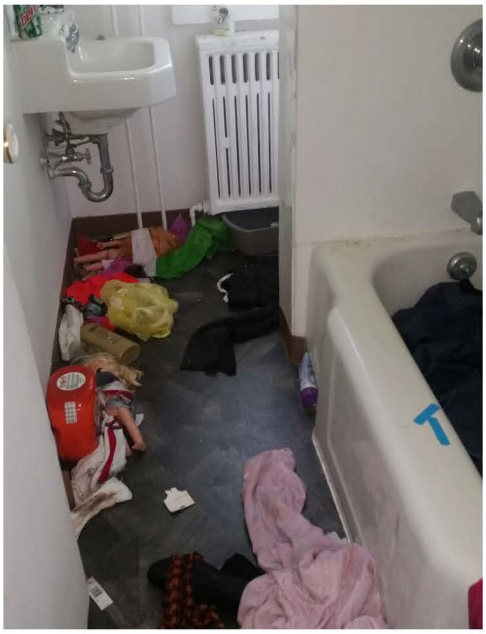

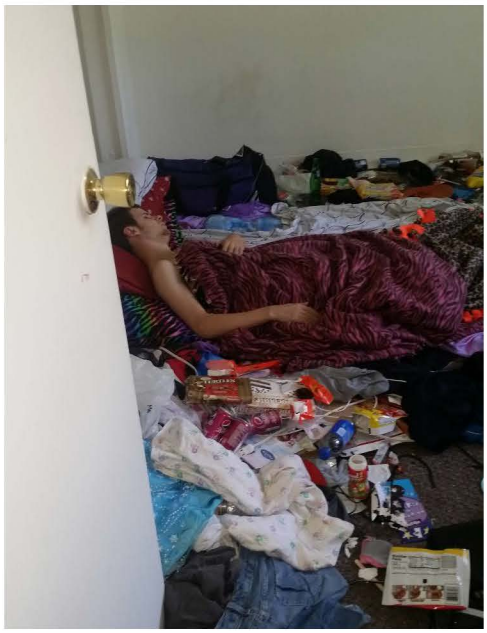

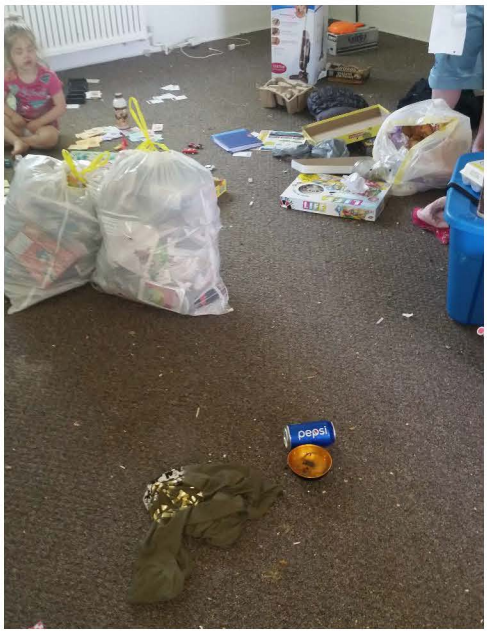
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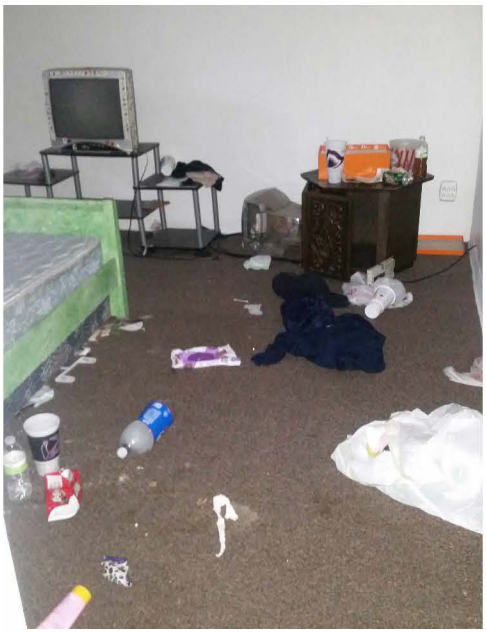

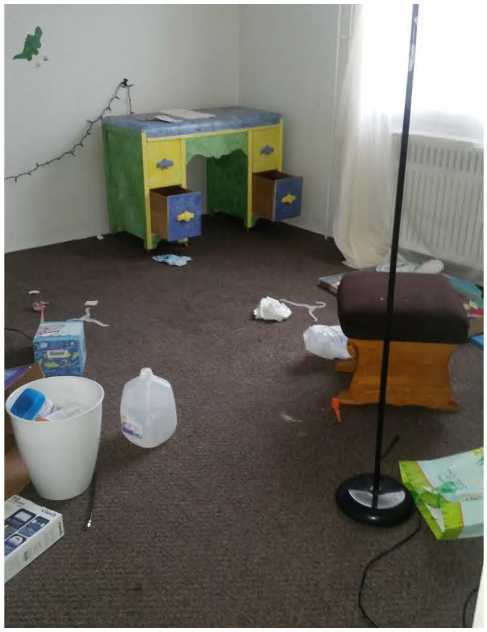
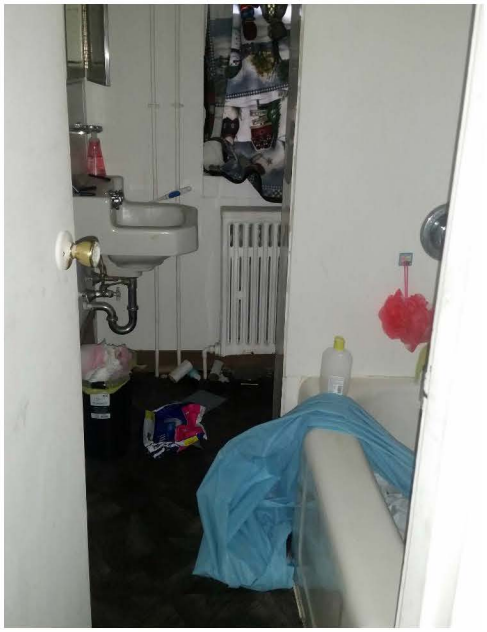
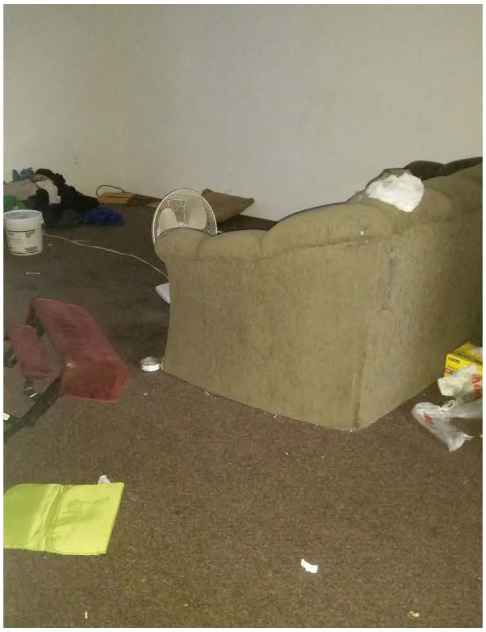
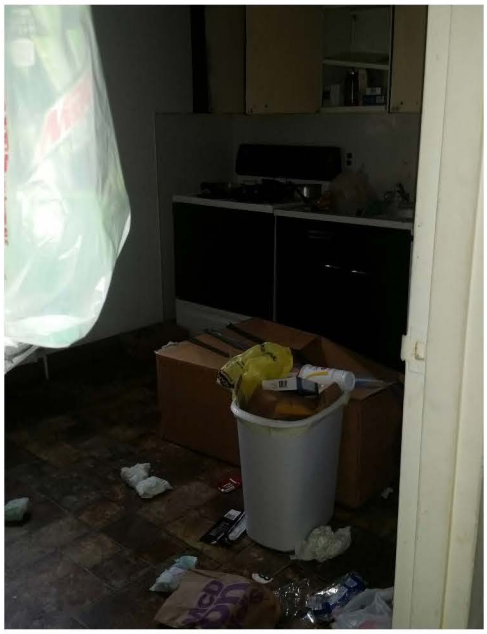

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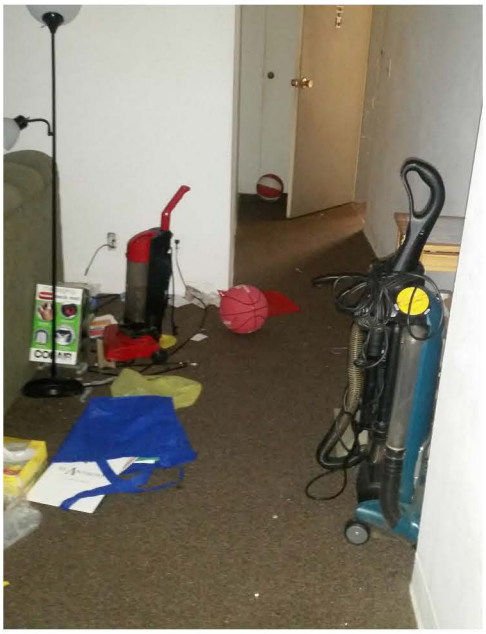
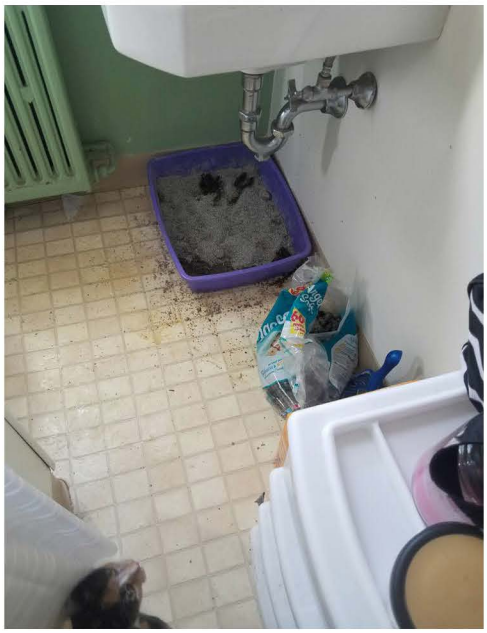
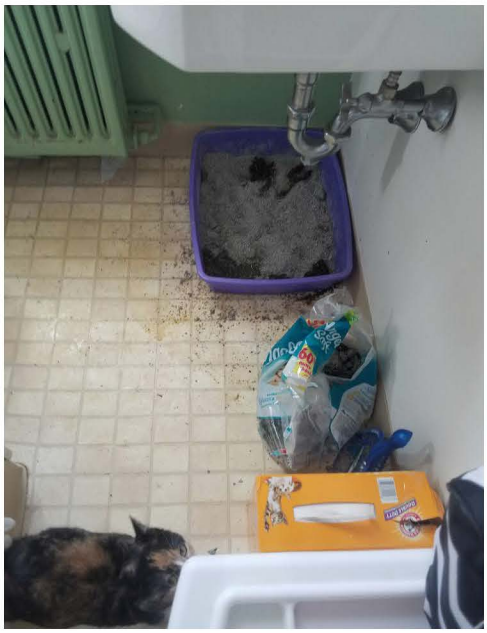

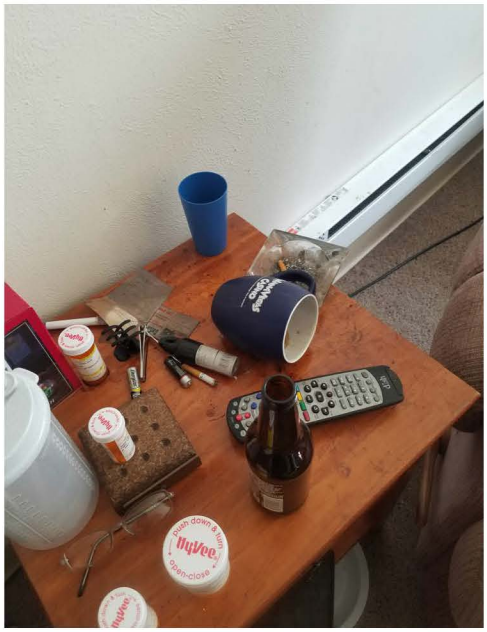
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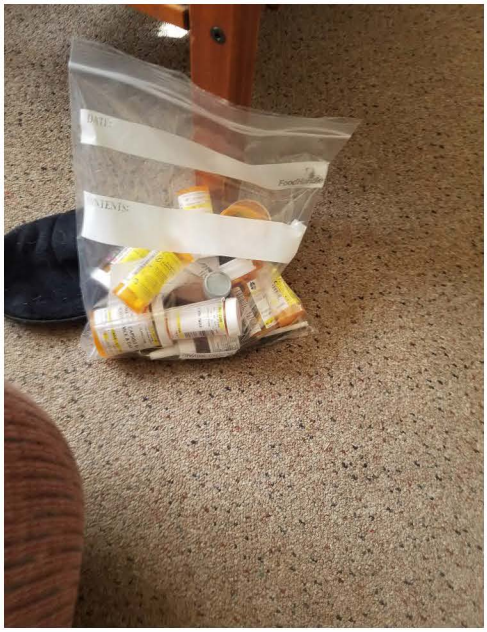
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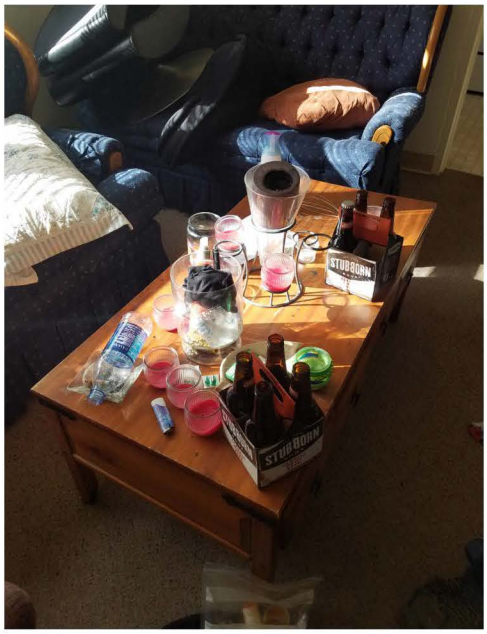
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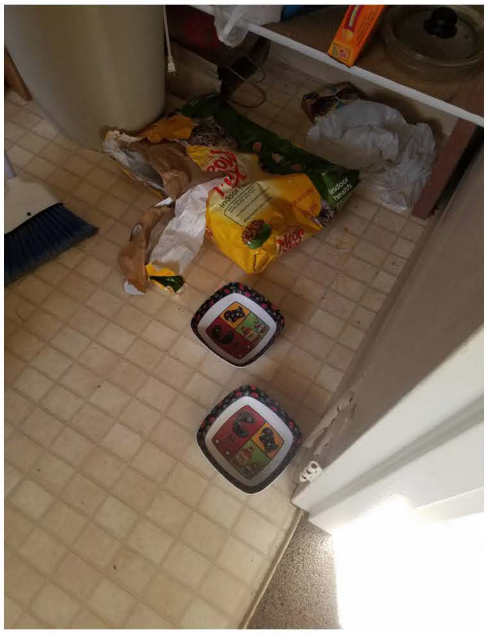

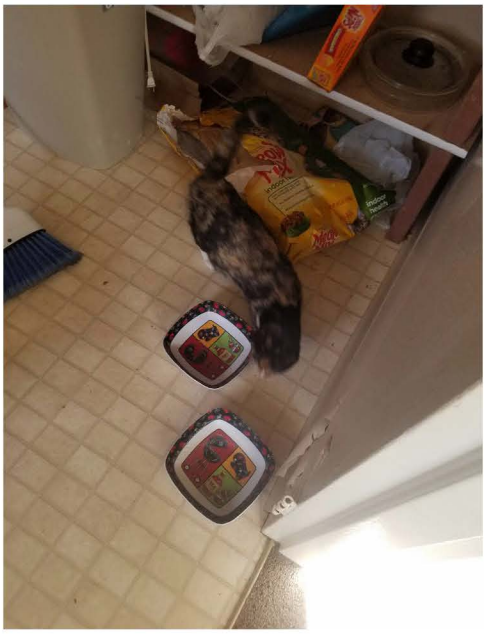

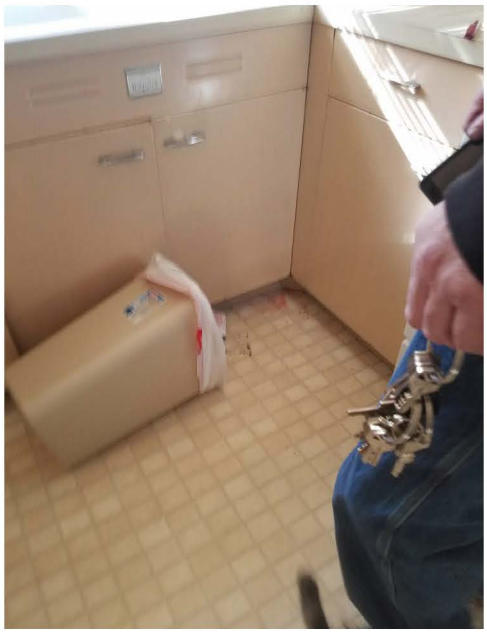

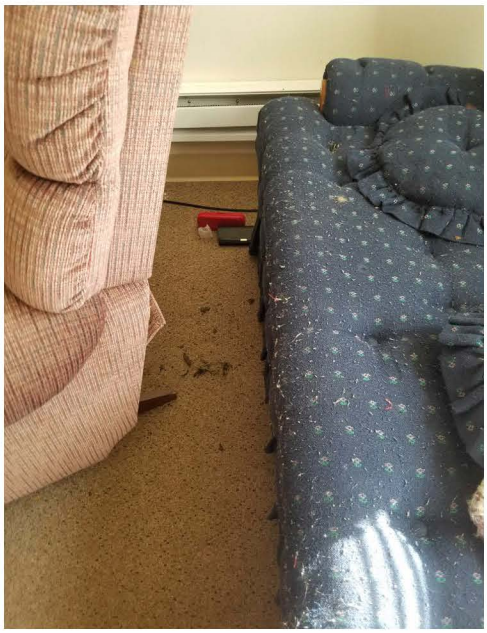

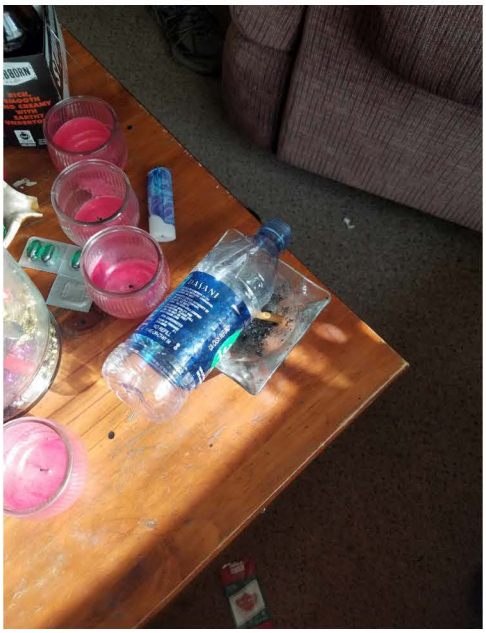

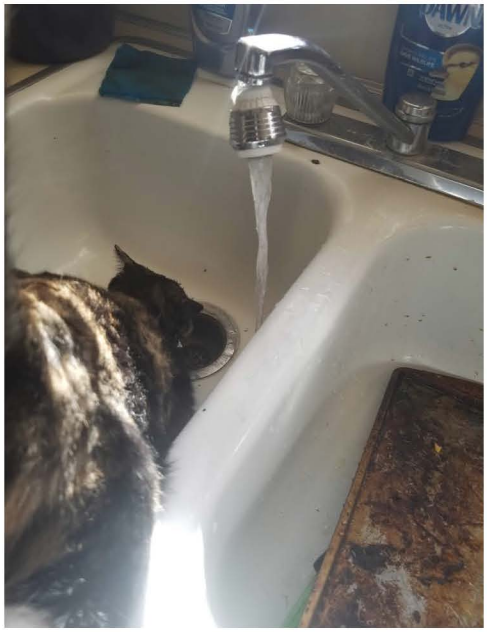
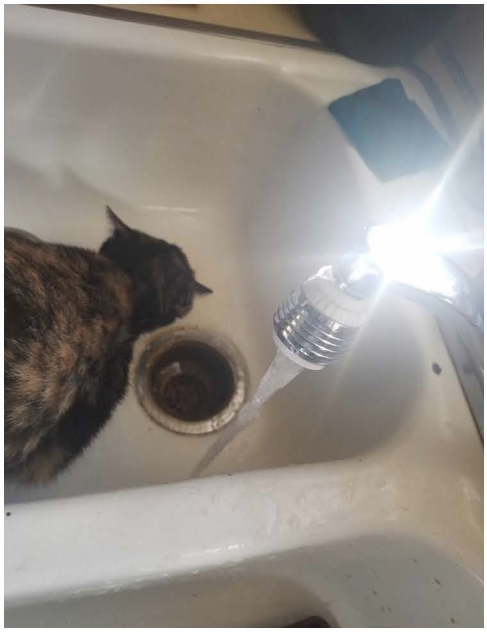
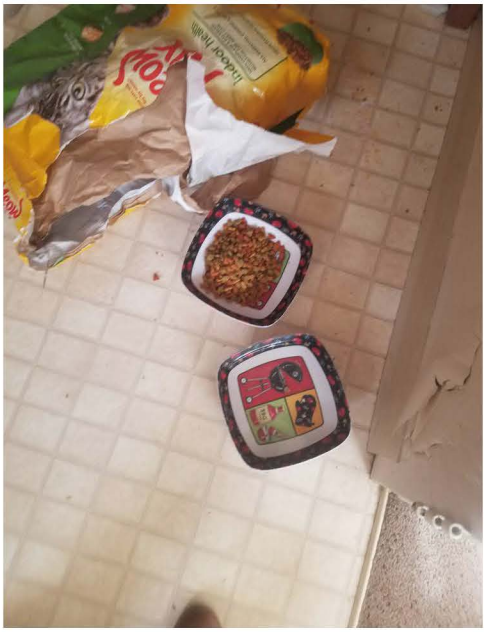
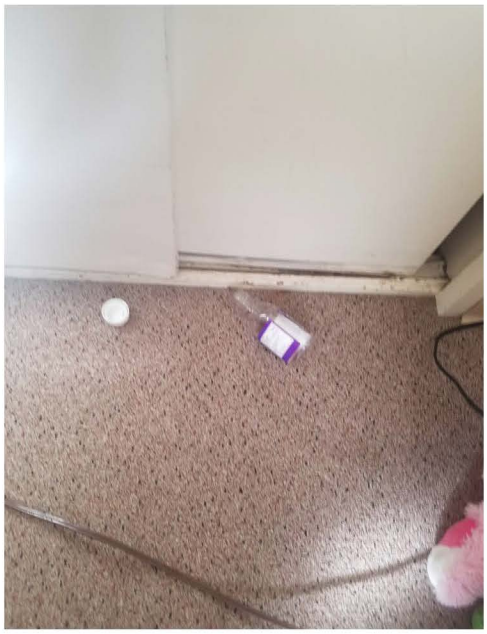

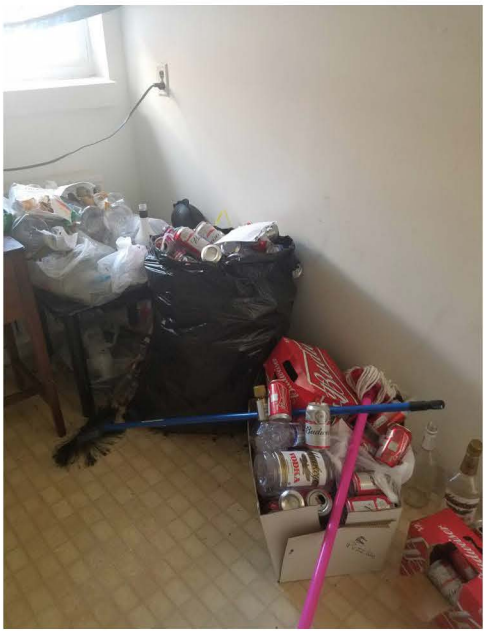

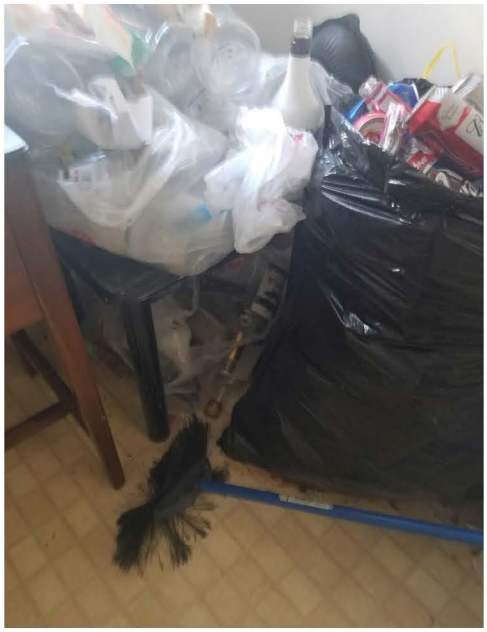
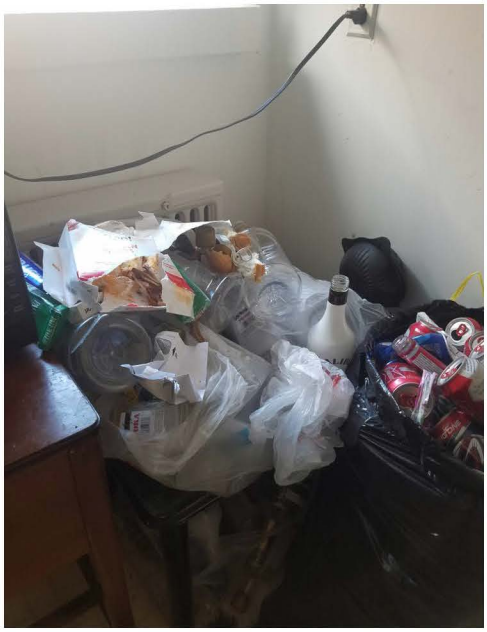

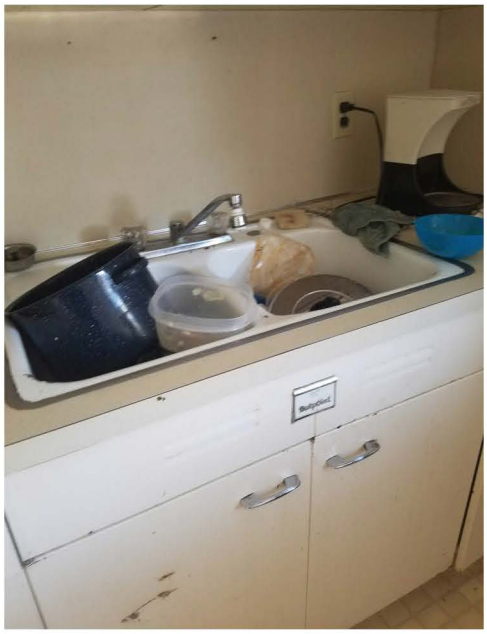
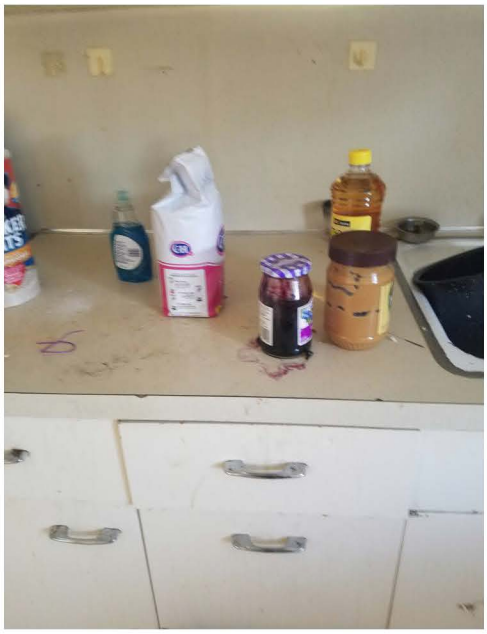
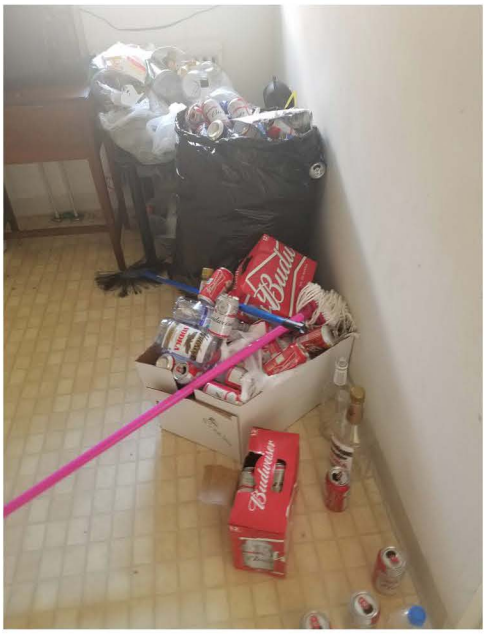
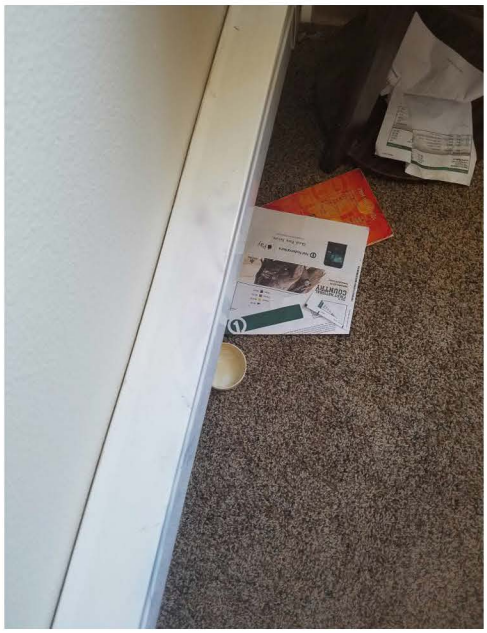

VALUE SIZE!
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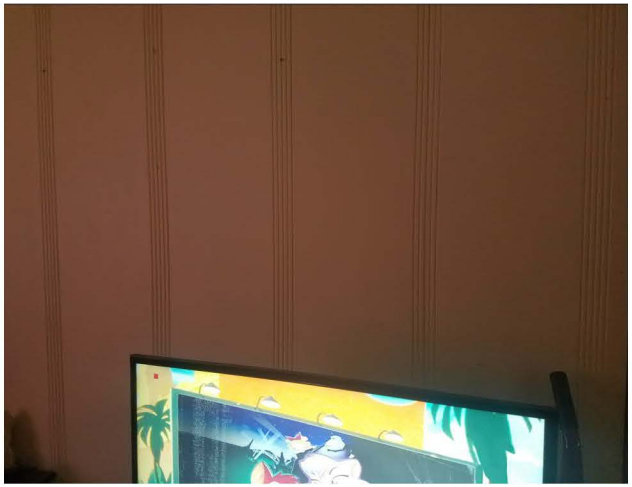
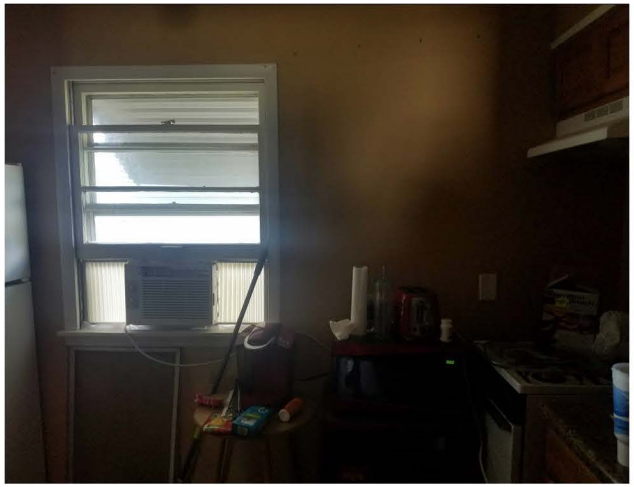
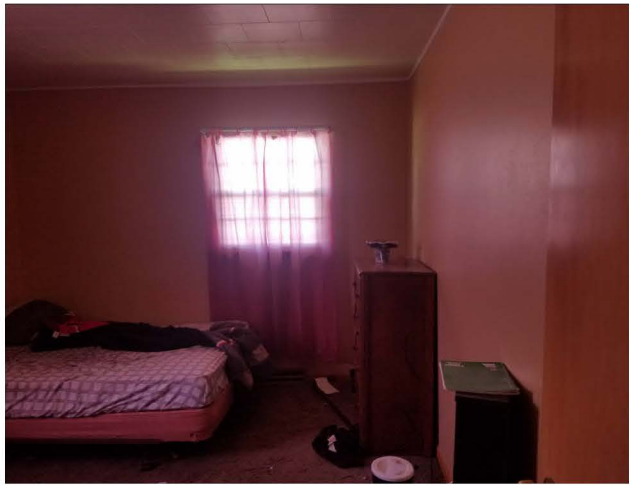

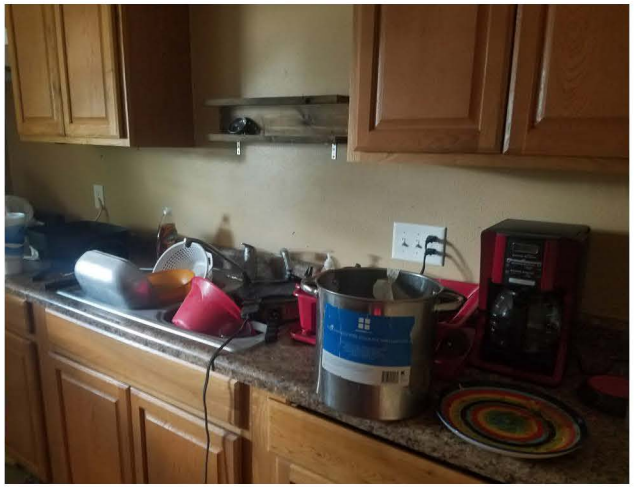

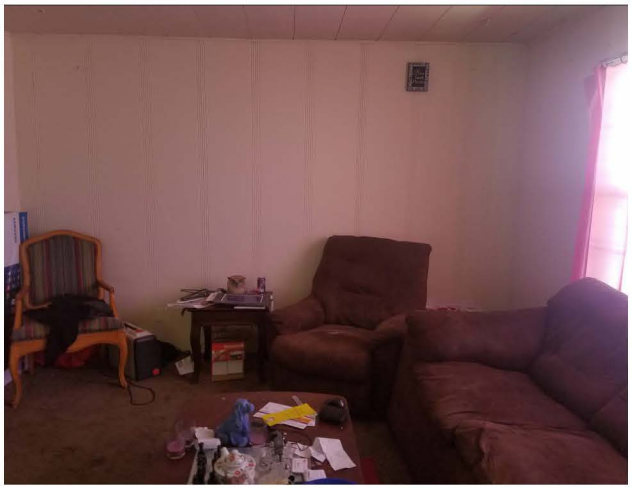

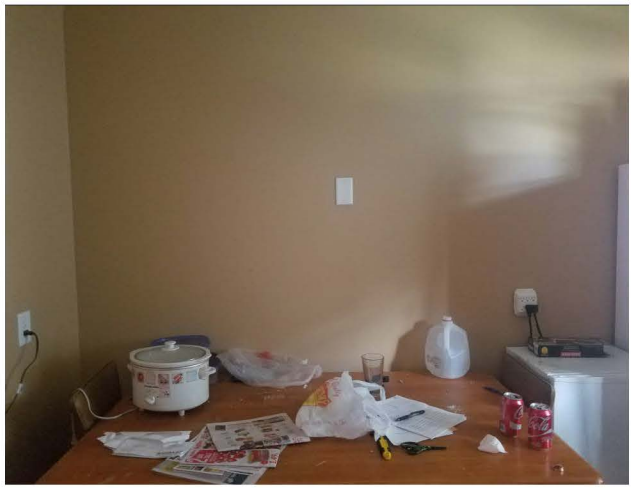

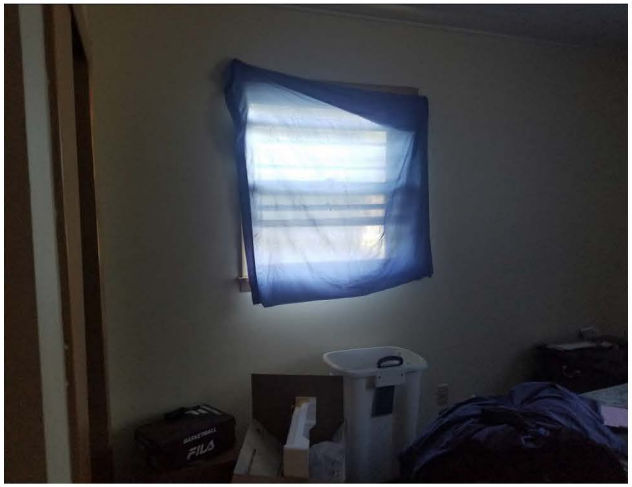
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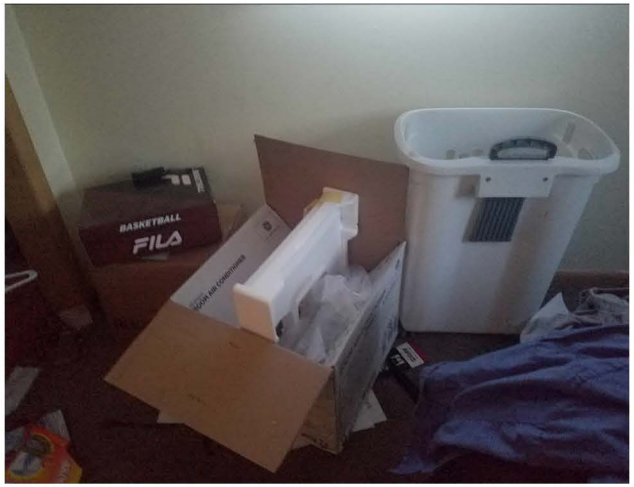
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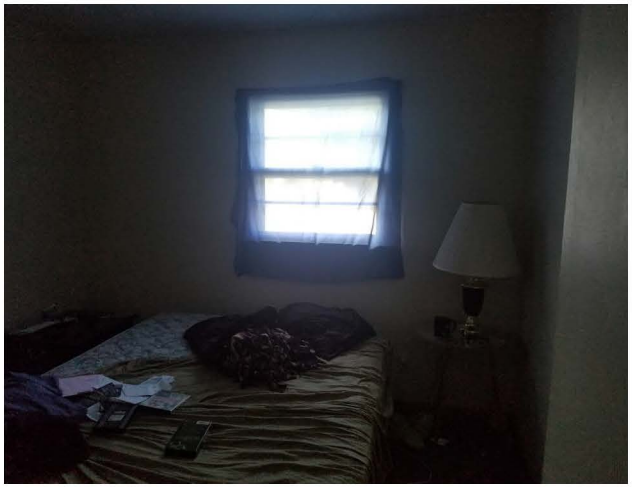

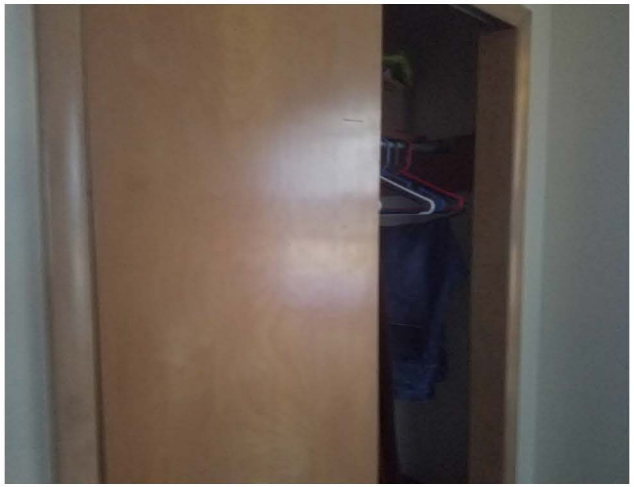

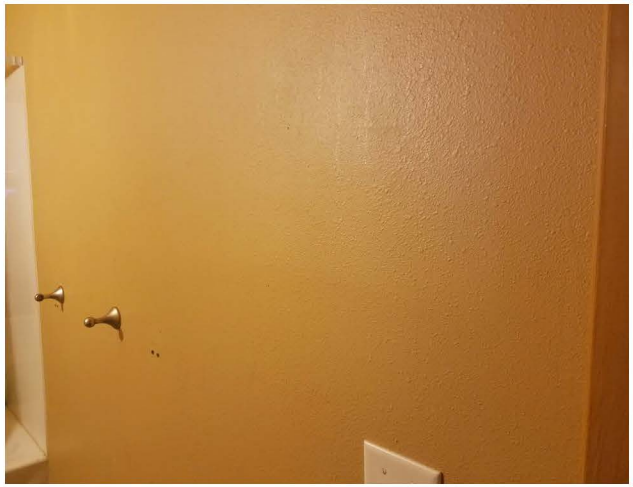

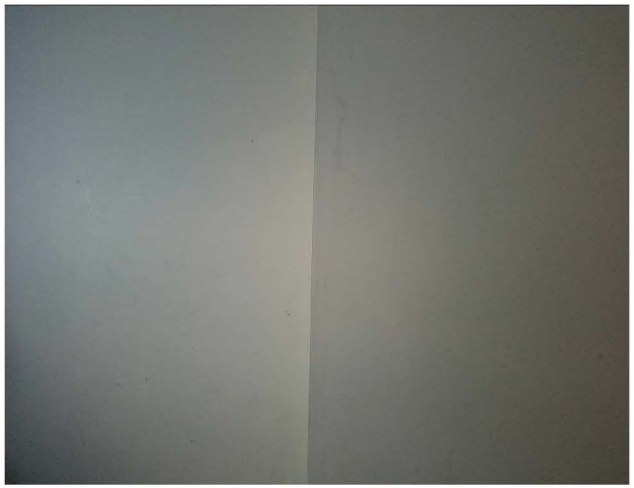

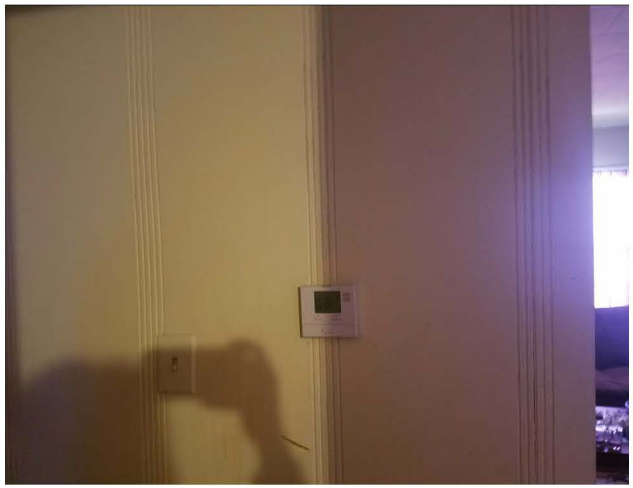

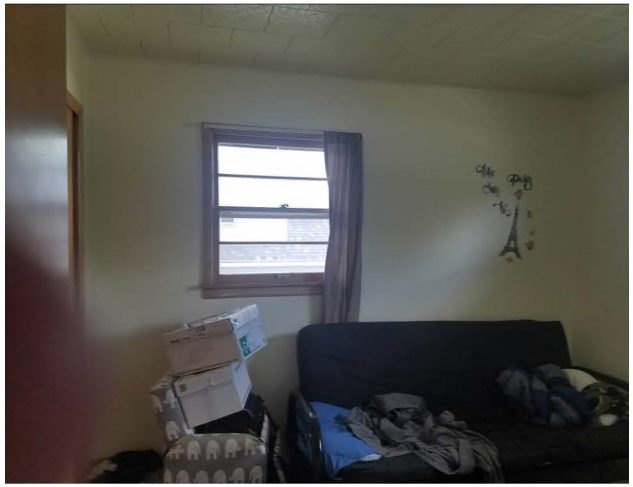
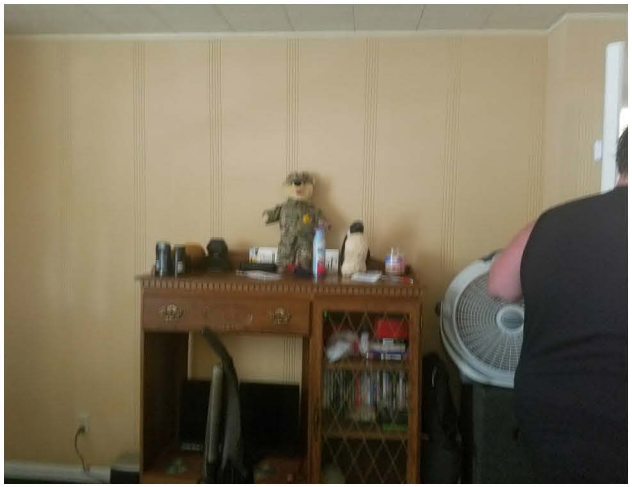
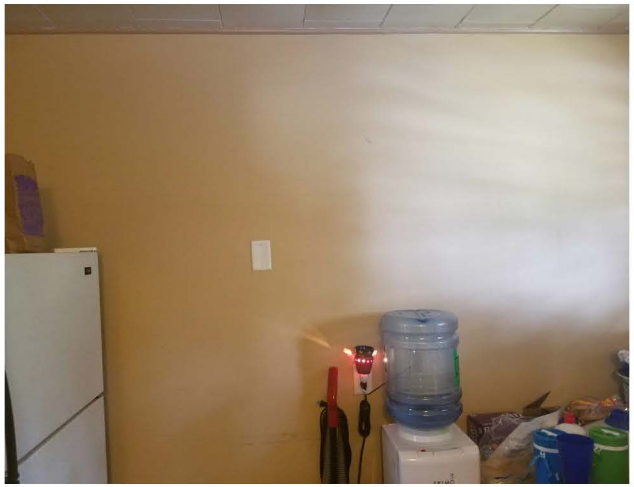
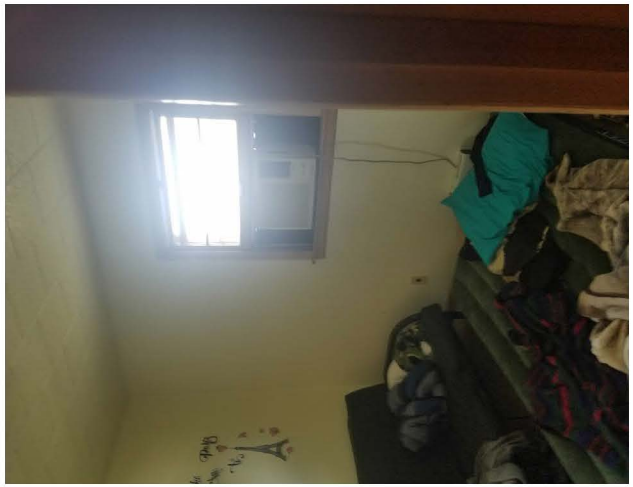

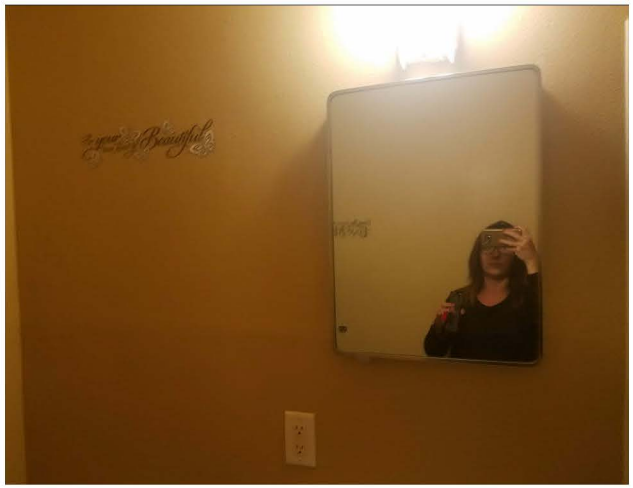

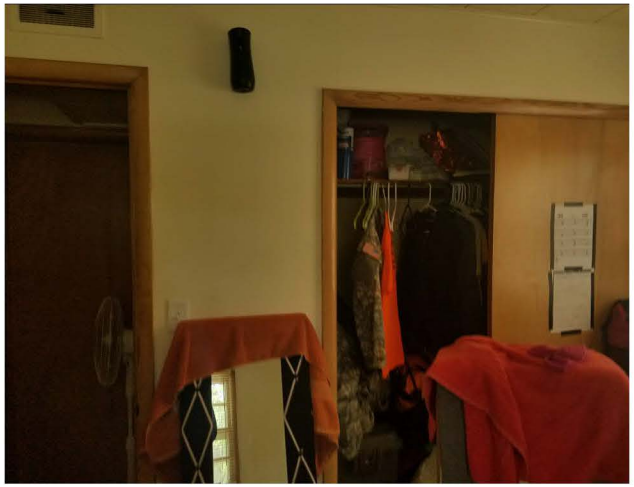

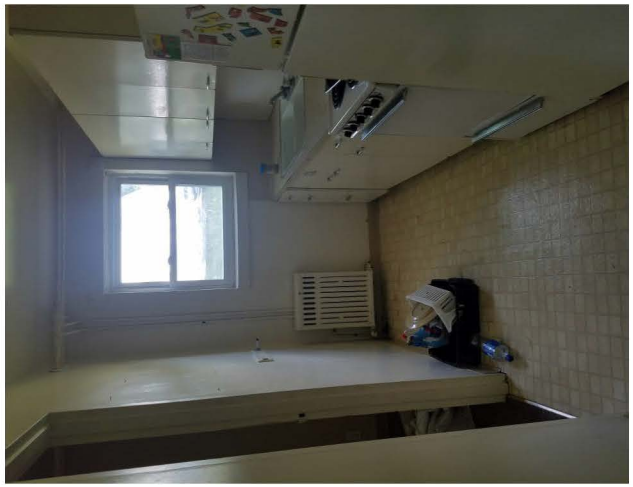

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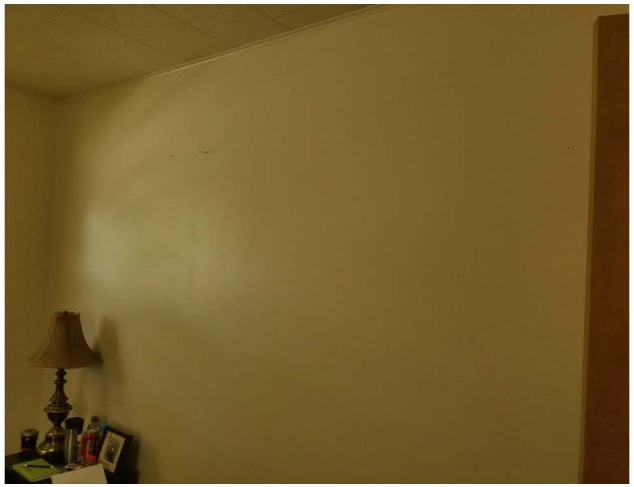
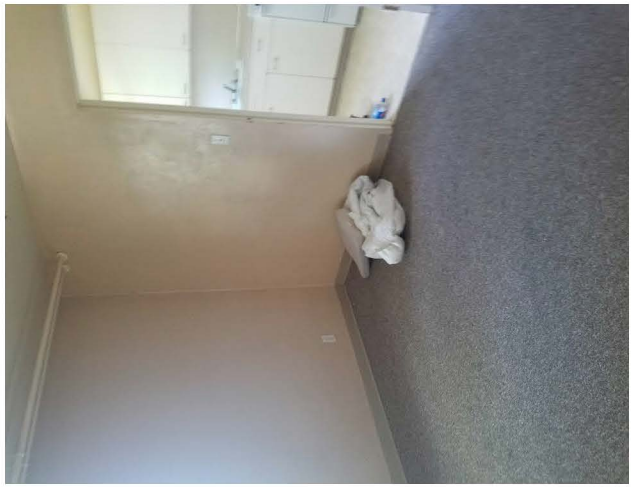
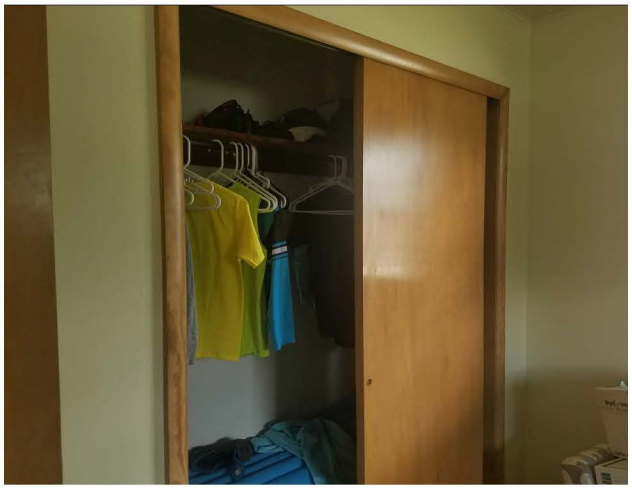
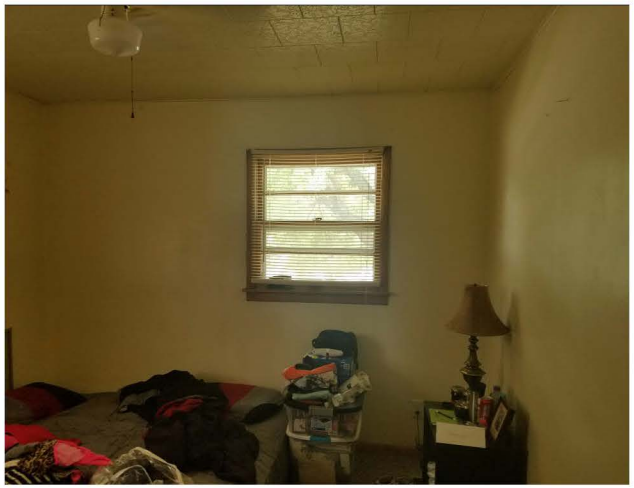
FREE



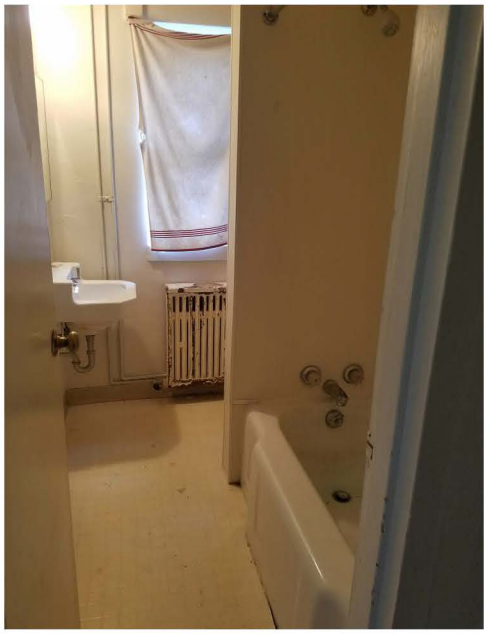


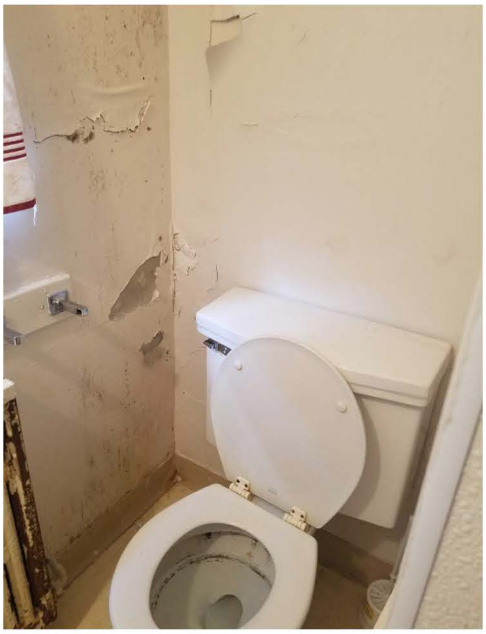


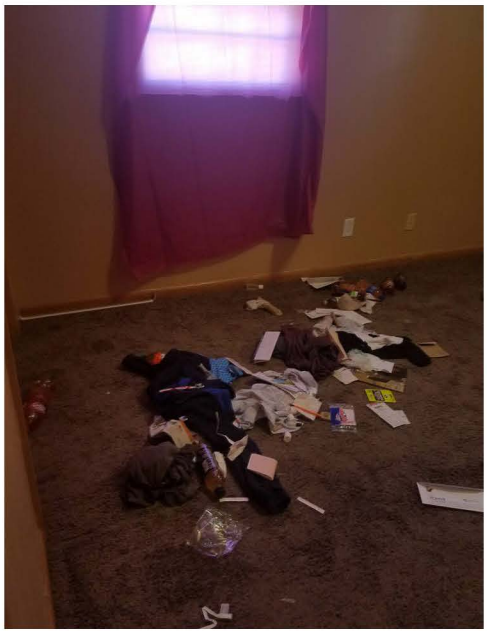


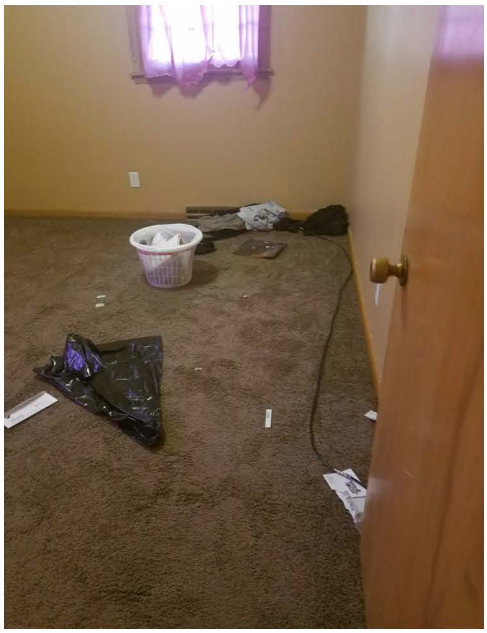
Blue Bonnet

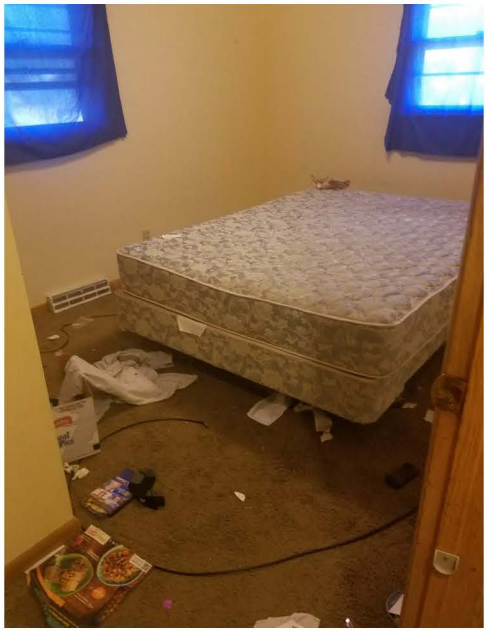
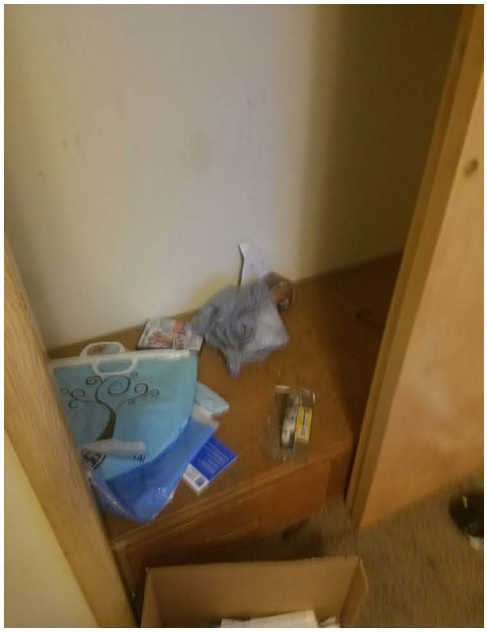
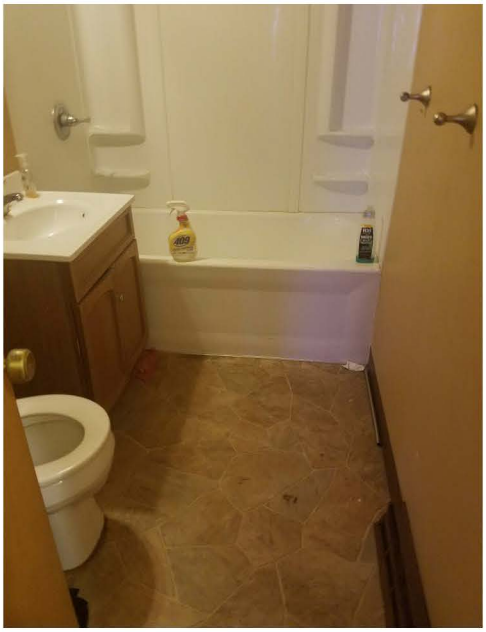
Twix

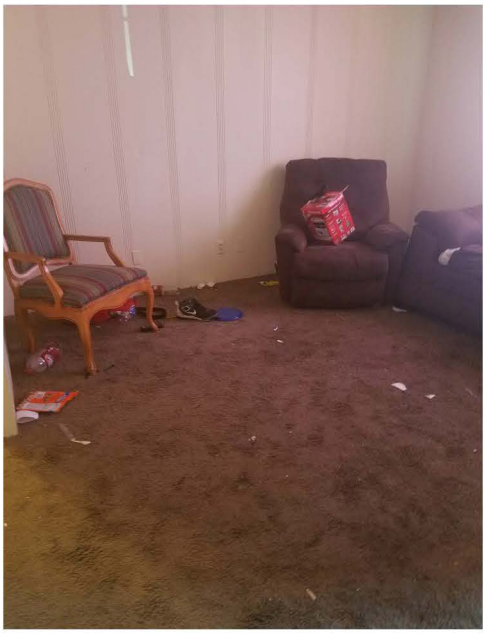
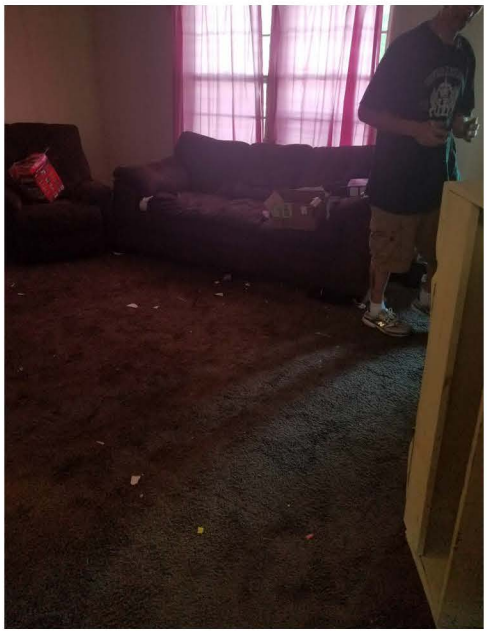
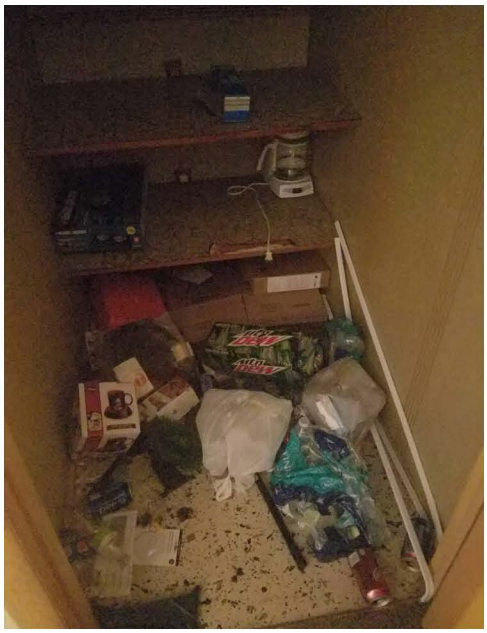
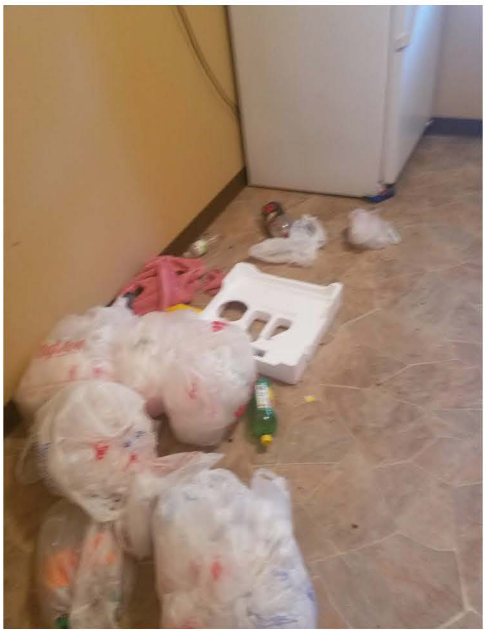


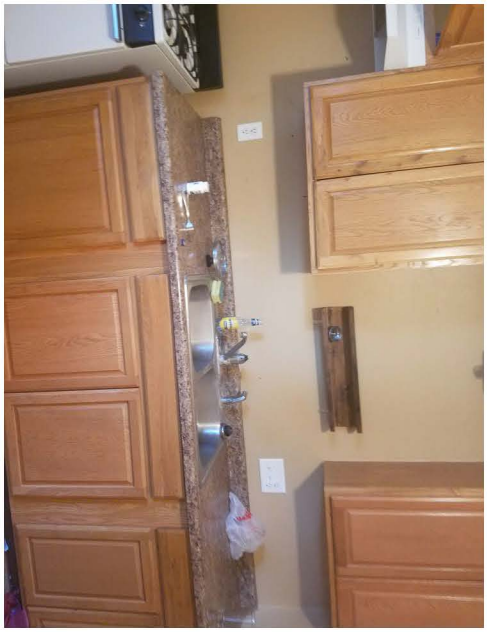


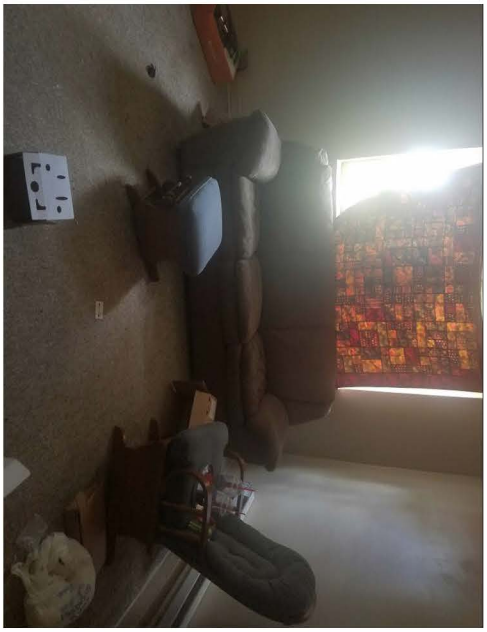




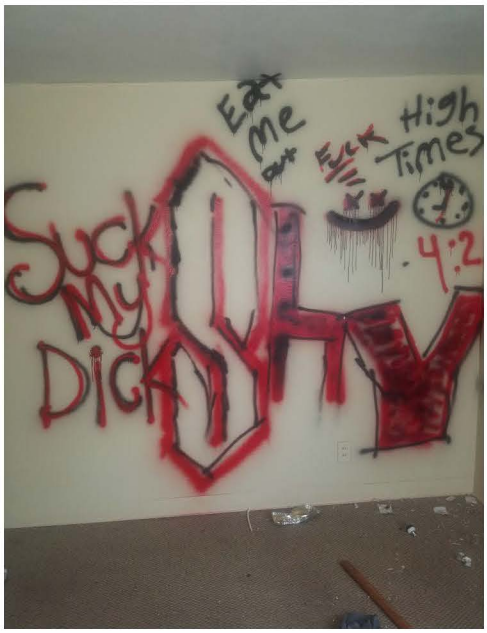




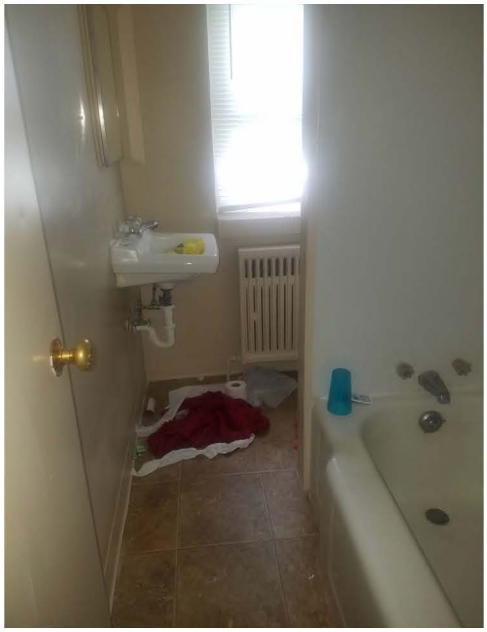
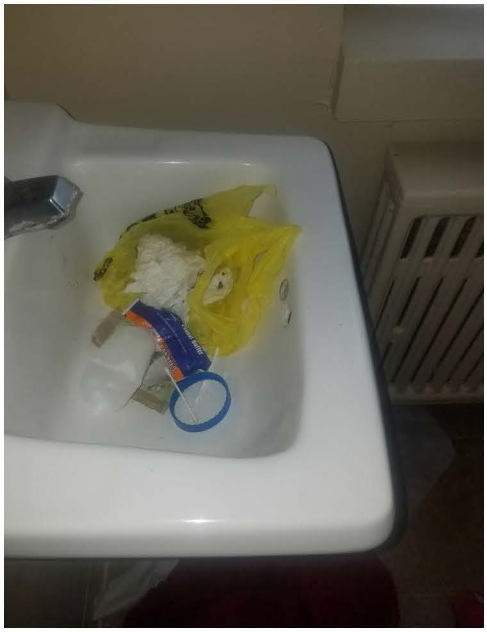
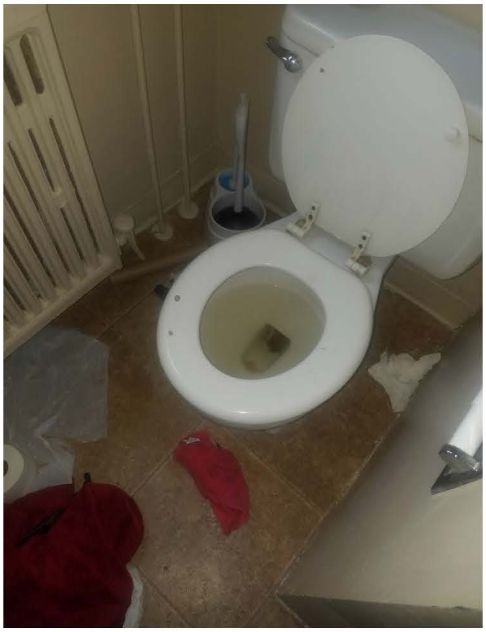
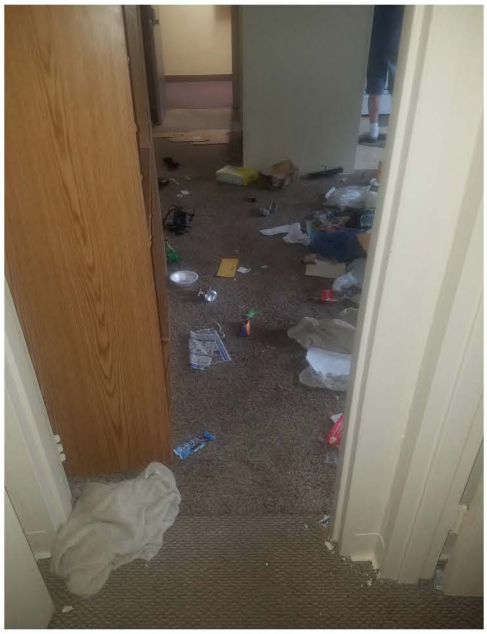
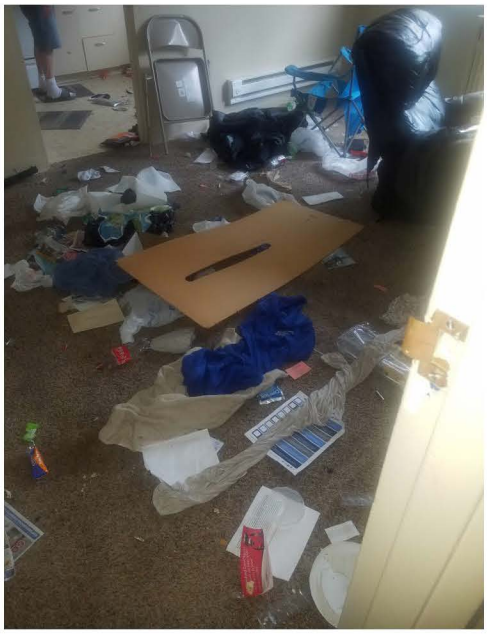
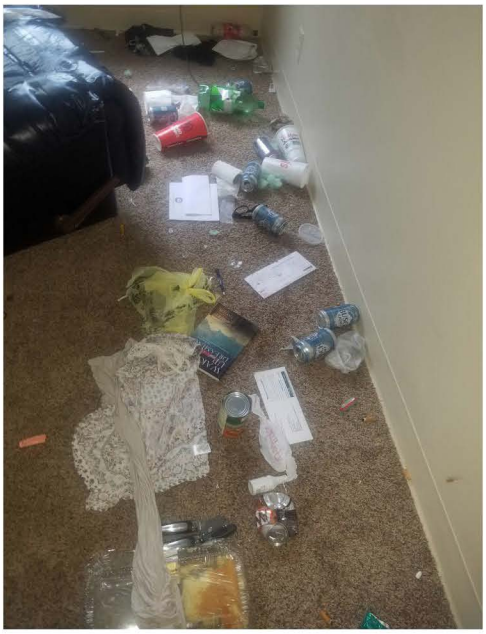
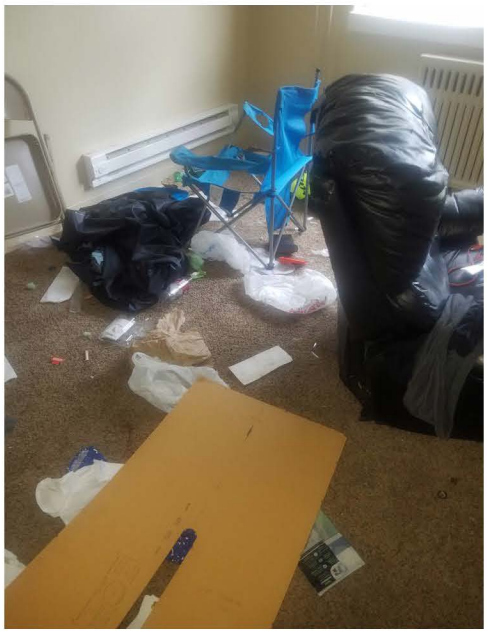
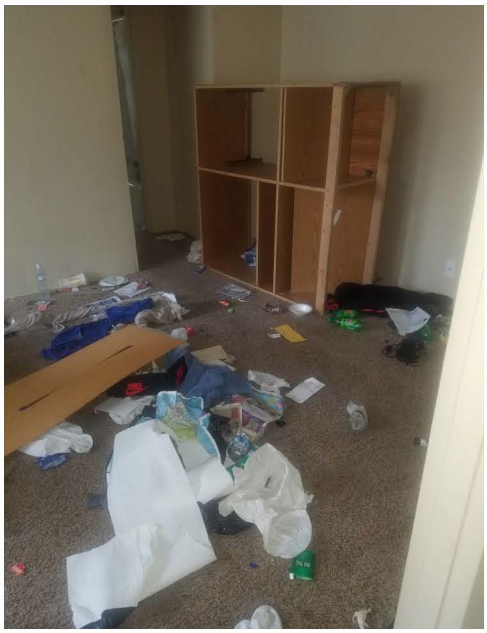
ASS HOLE
SUCK
MY
LEFT NUT

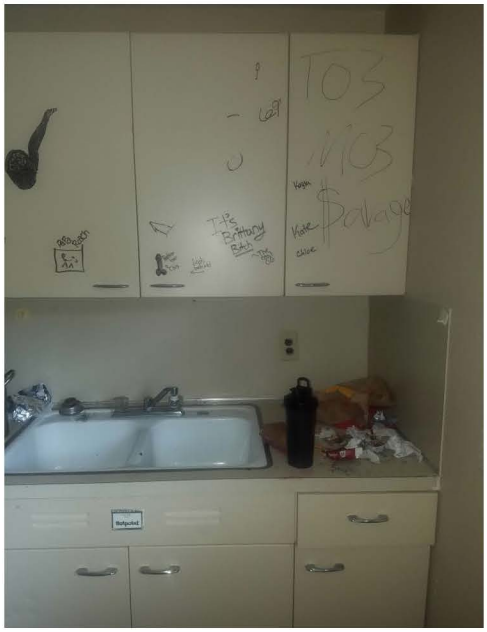
No!!!
NIKE

Bitch
-Fry


Eat
Me
out
Fuck
High
Times
4:2
Suck
My
Dick

STAY
OUT!!
Bitch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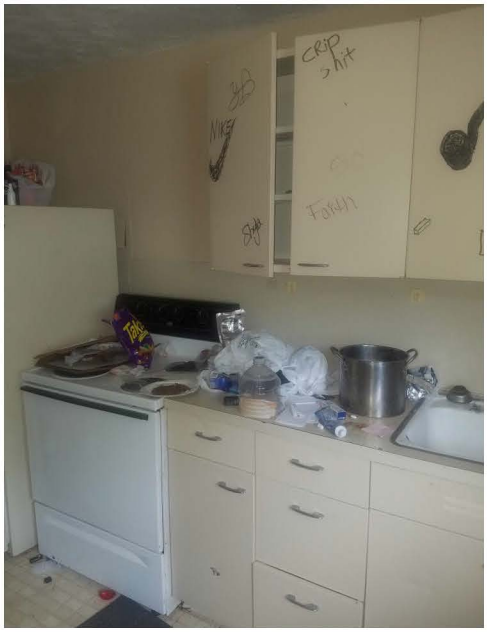
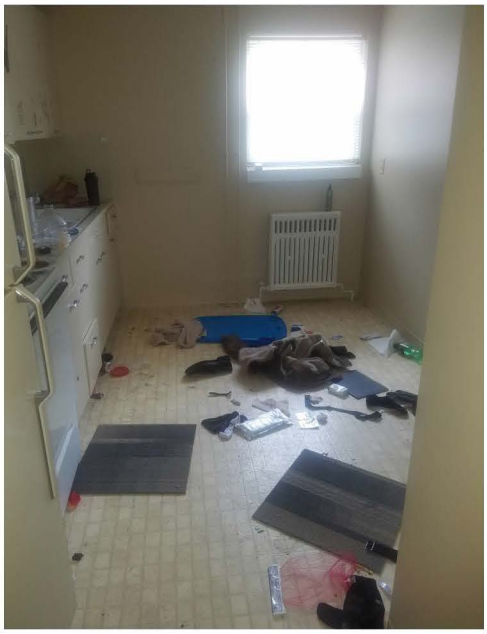
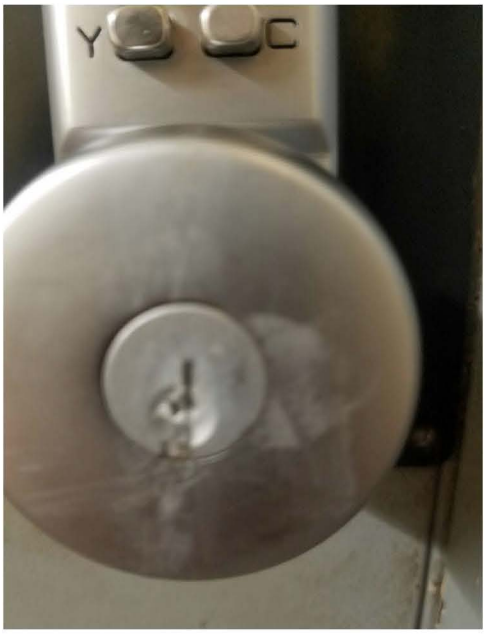
WIG
Garage


CRIP
3 Hit
Fokin

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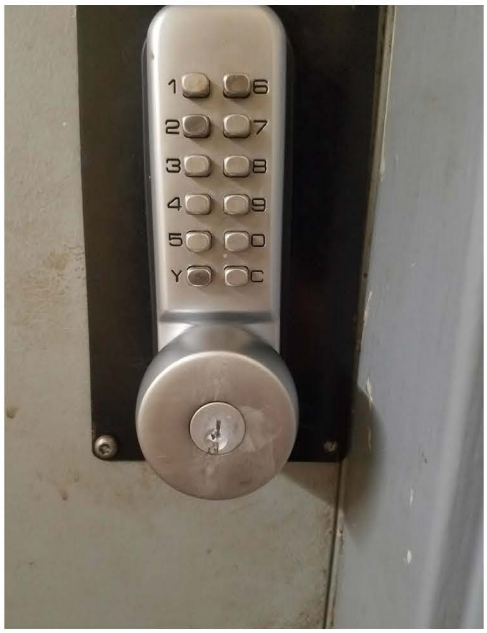
C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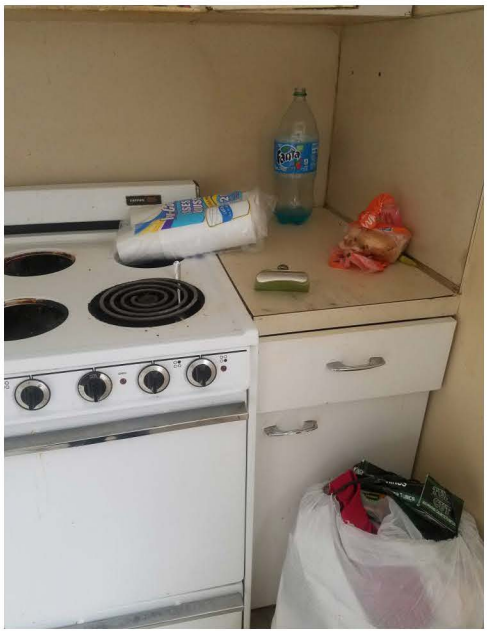
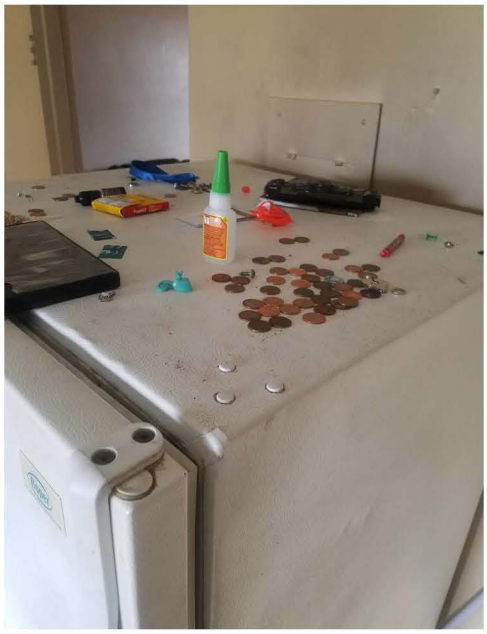
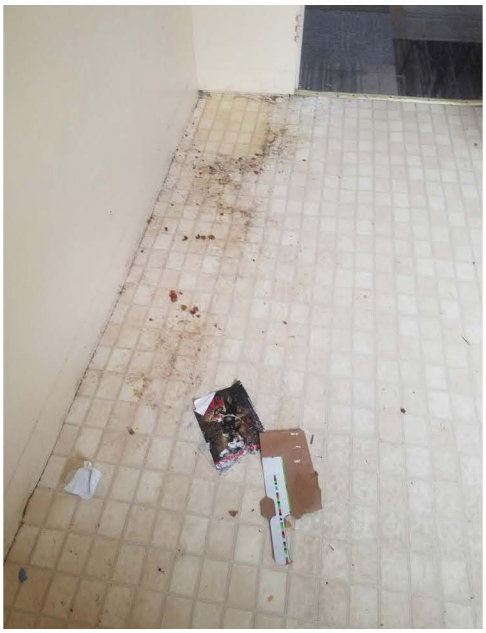
104

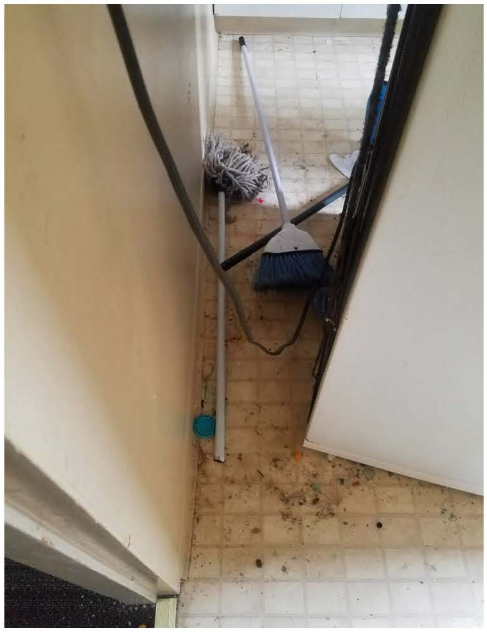
NOT A

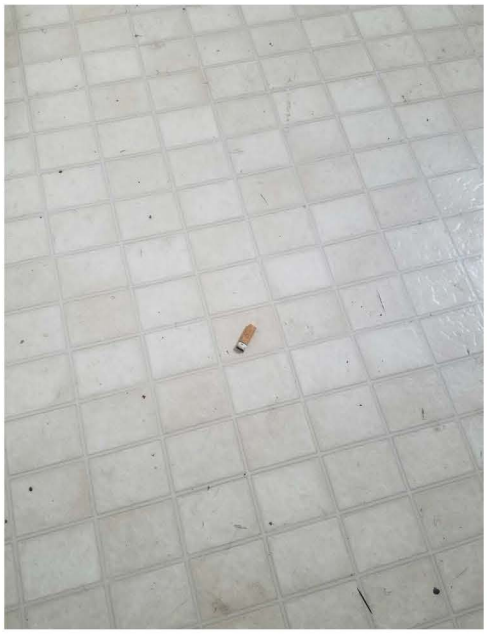
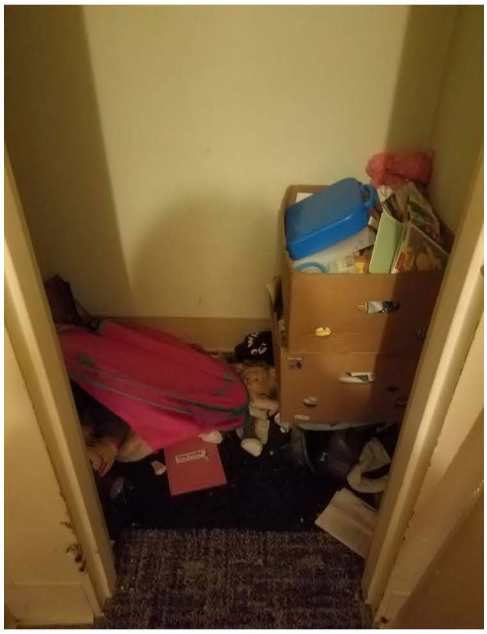
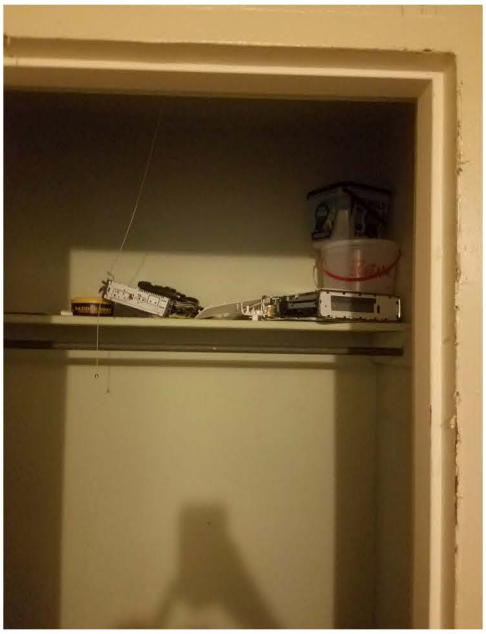
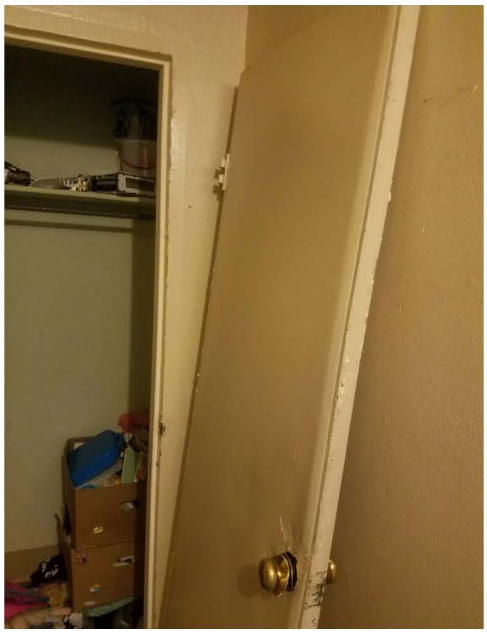
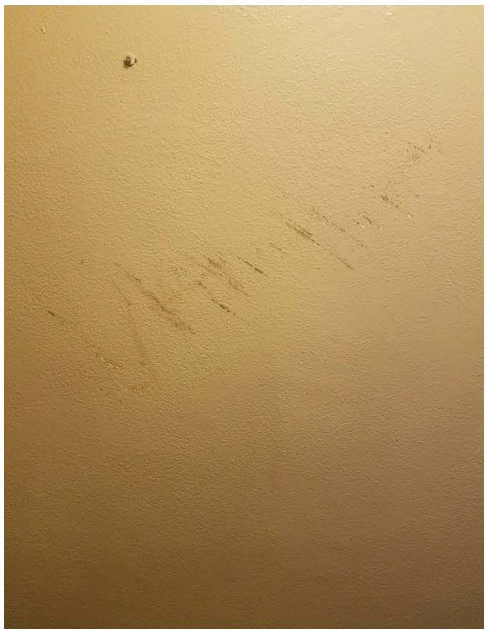
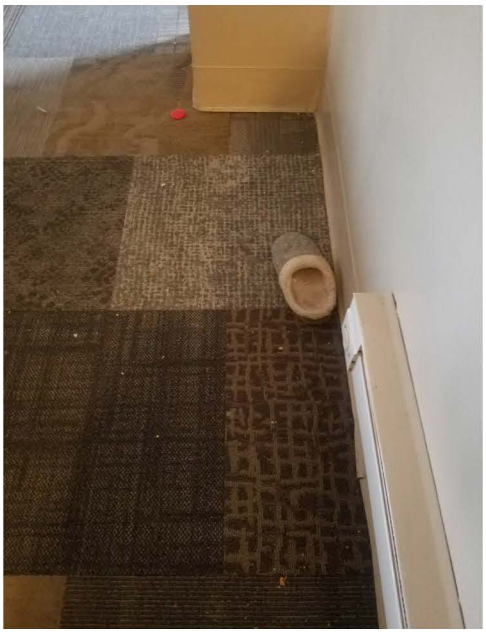


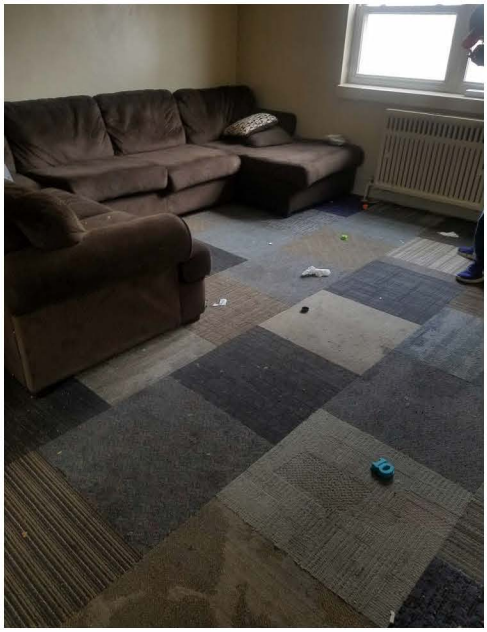
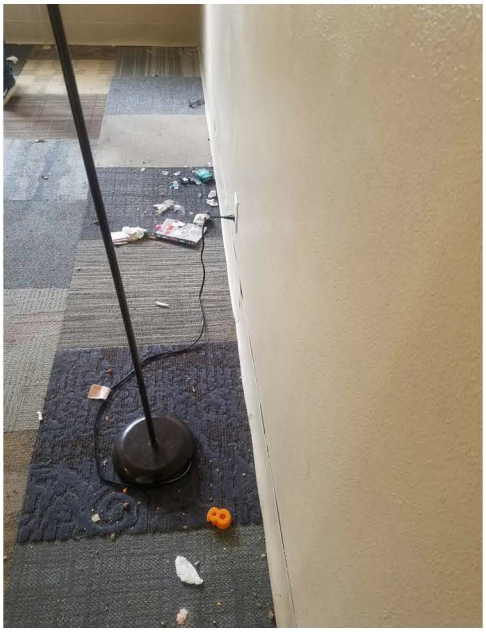
Hotpoint

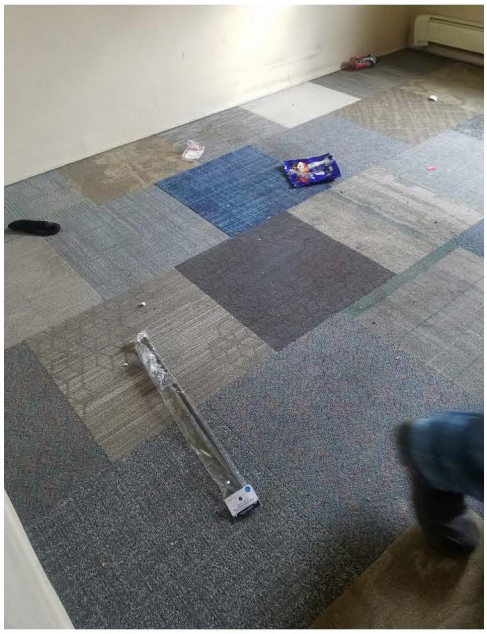


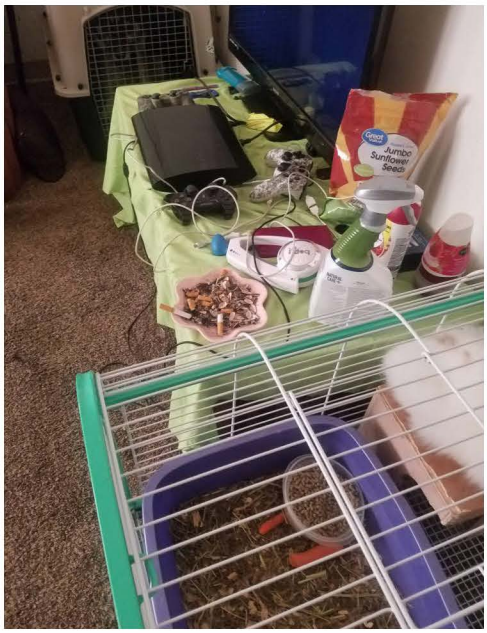
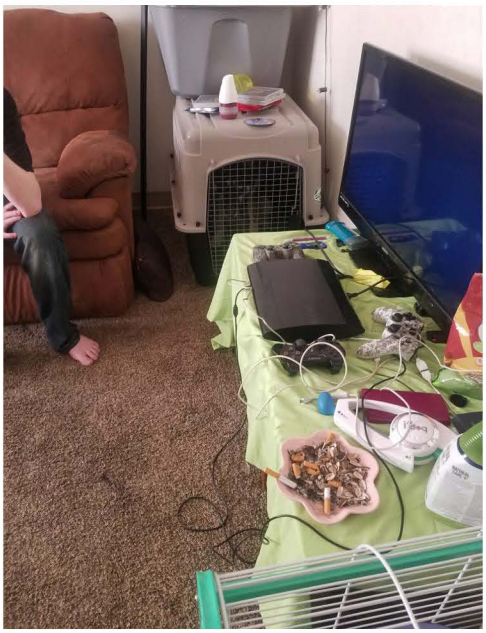


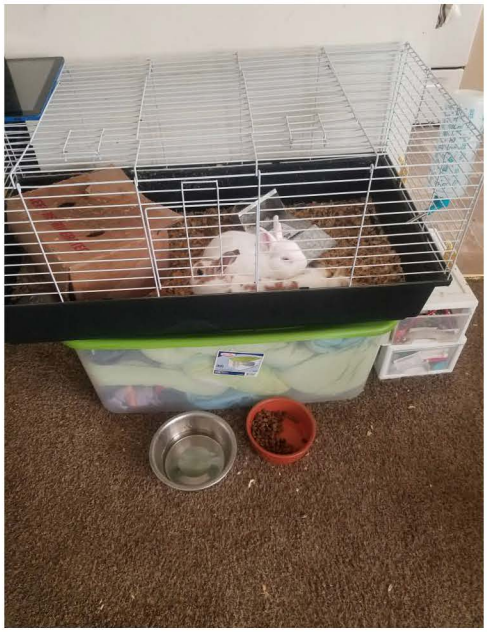
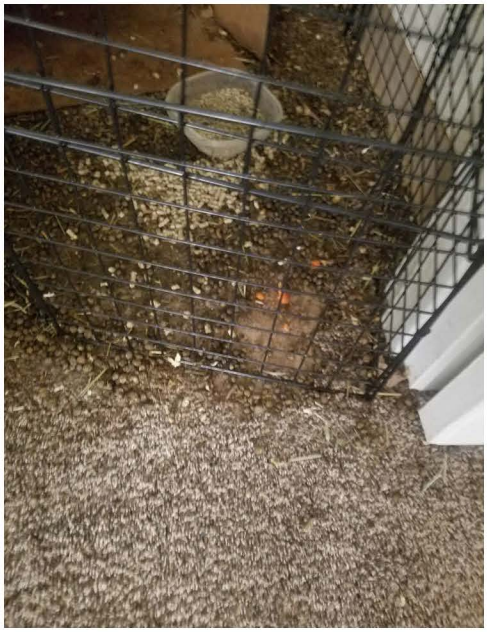
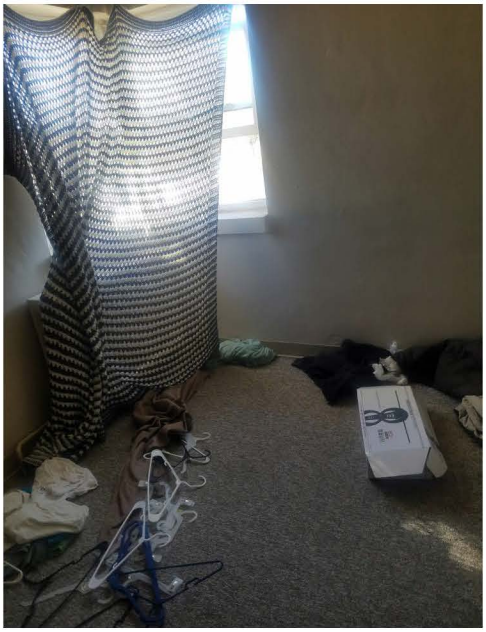
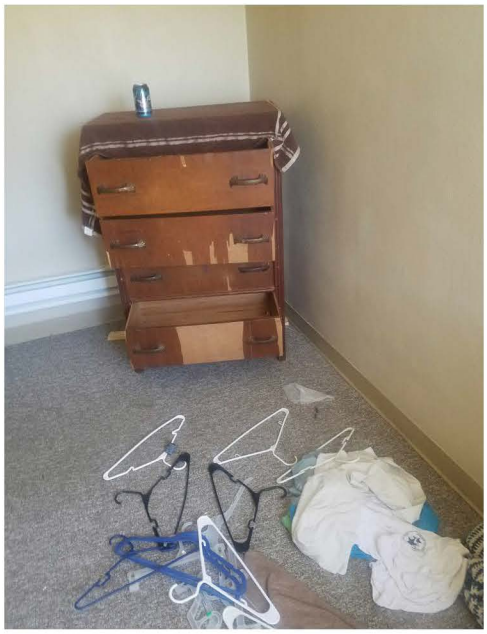
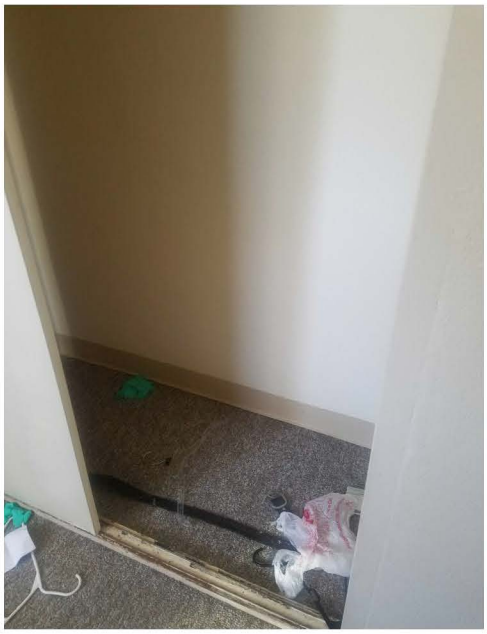
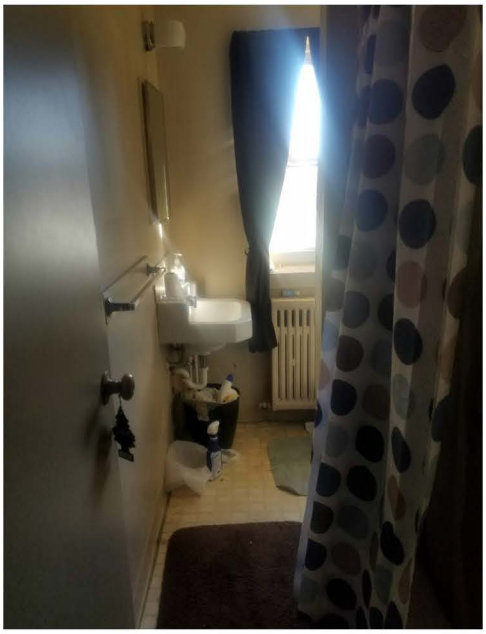


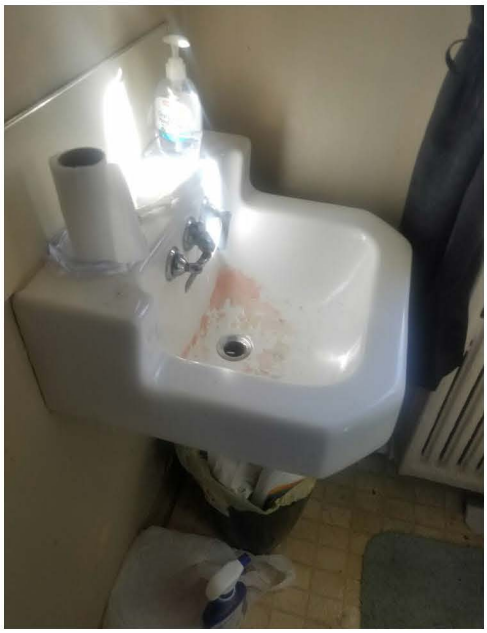
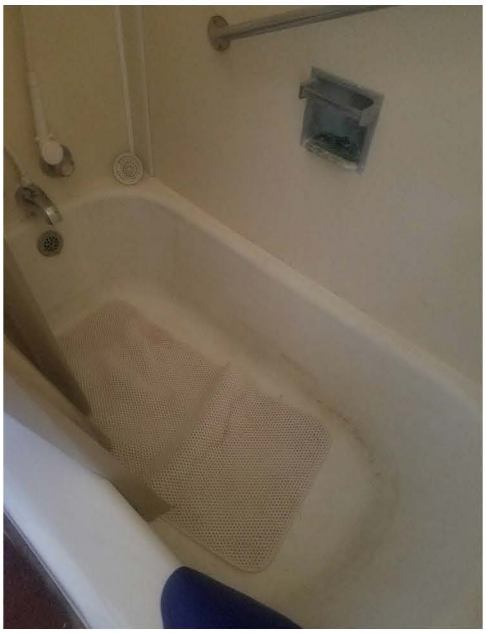







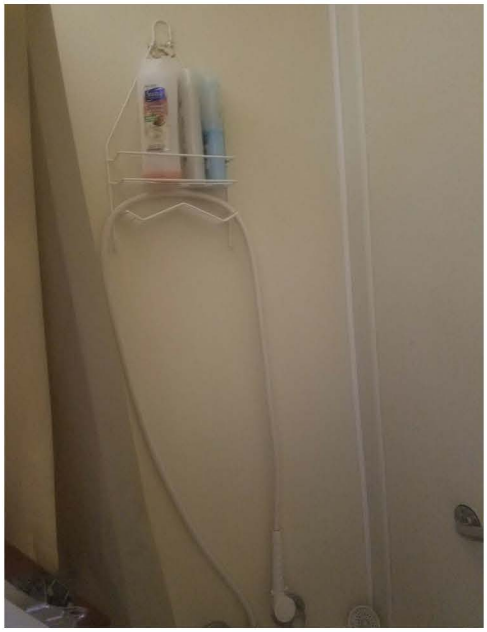
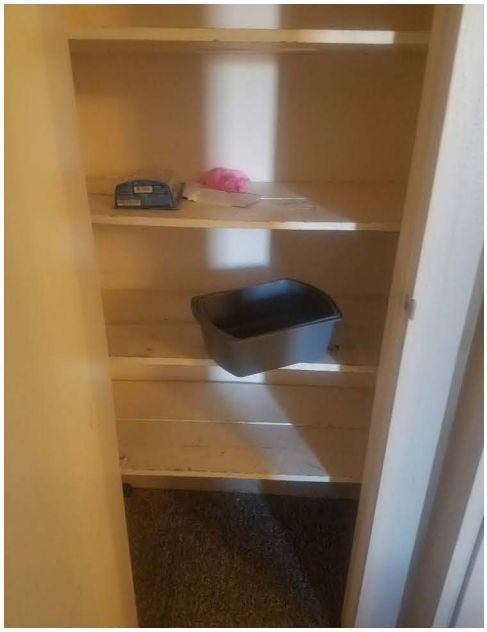
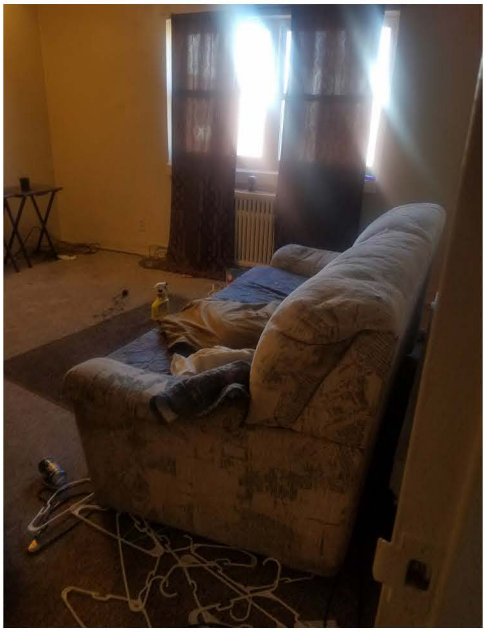



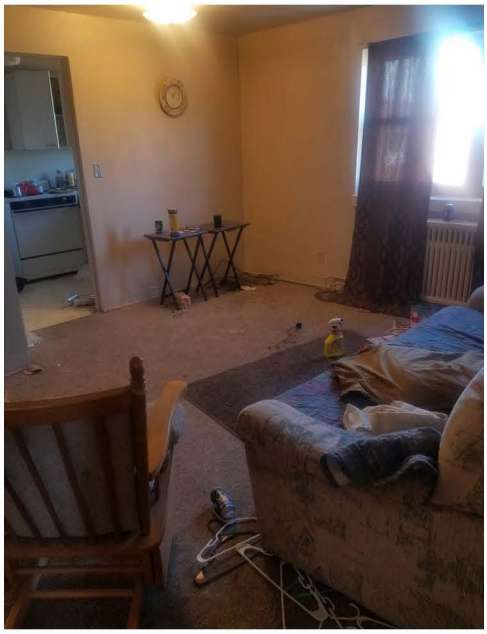
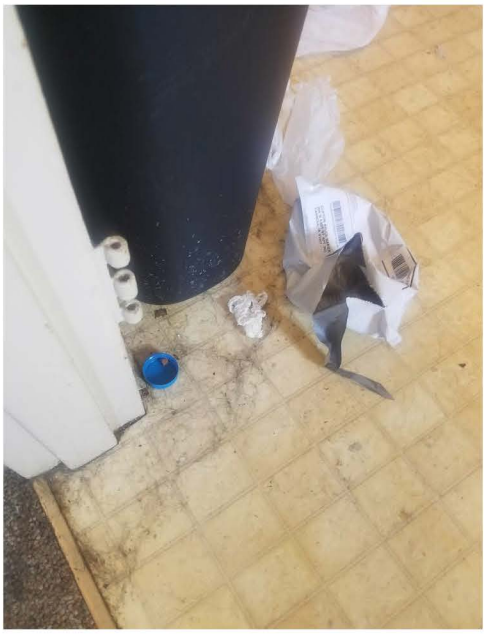
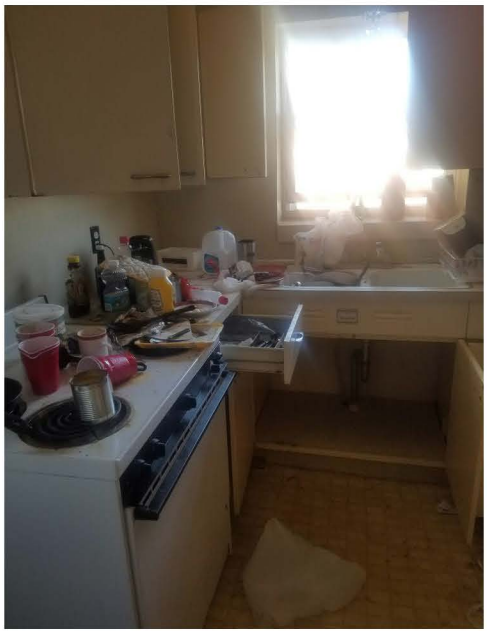
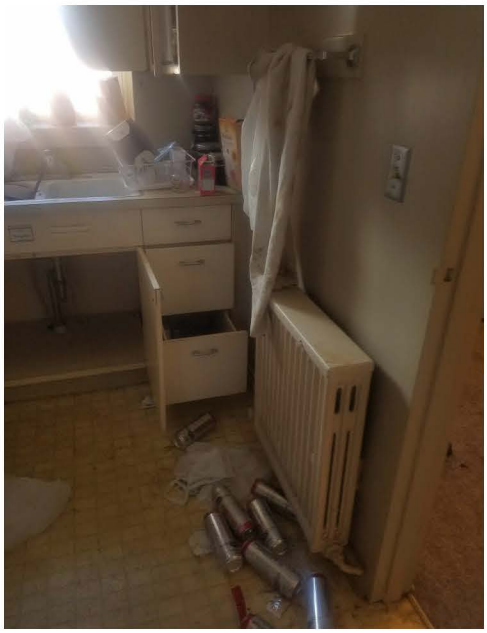
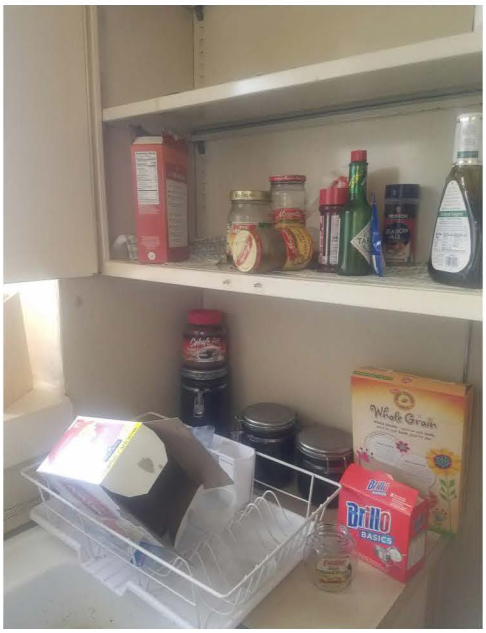
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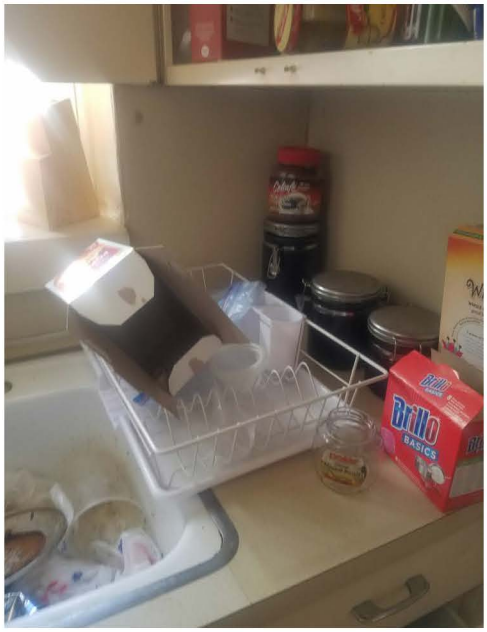
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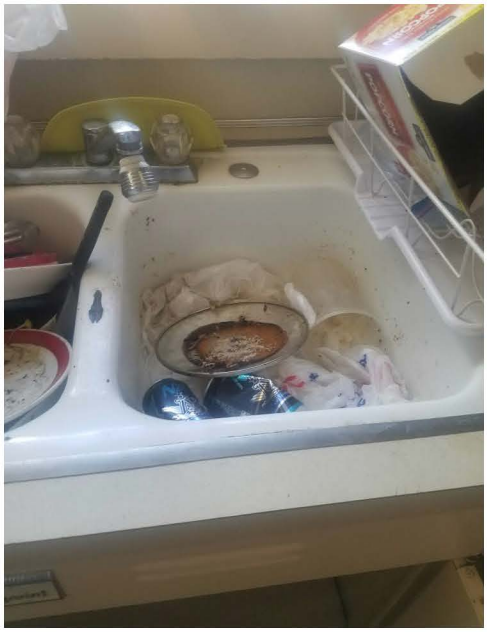
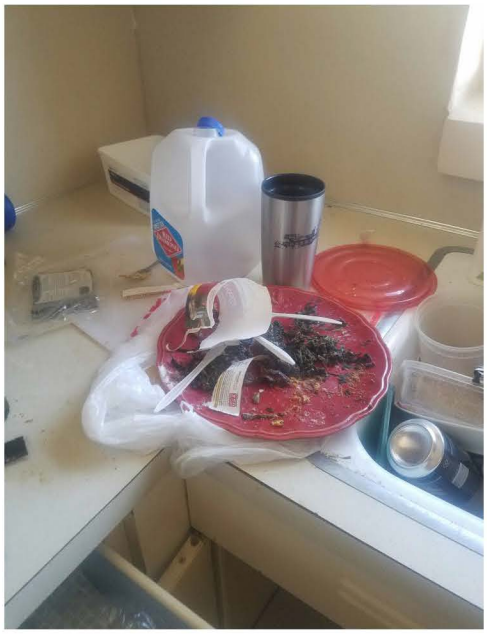
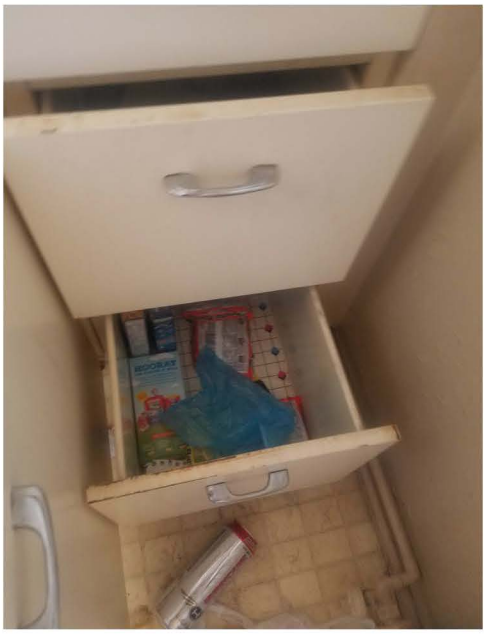
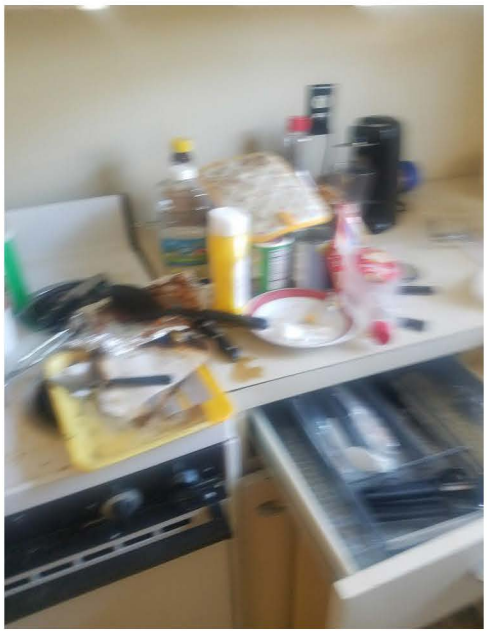
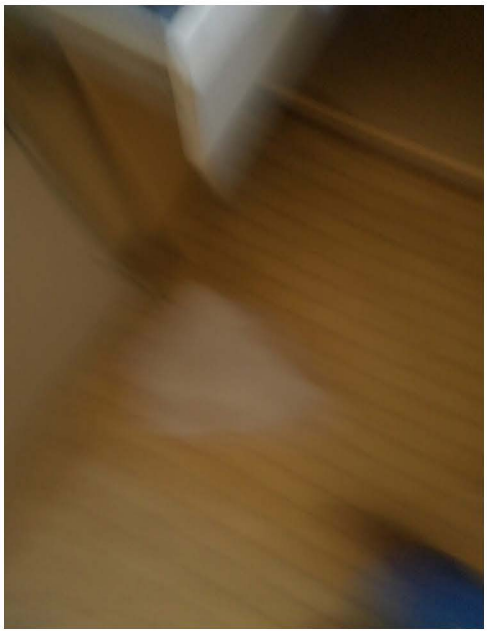
BASICS

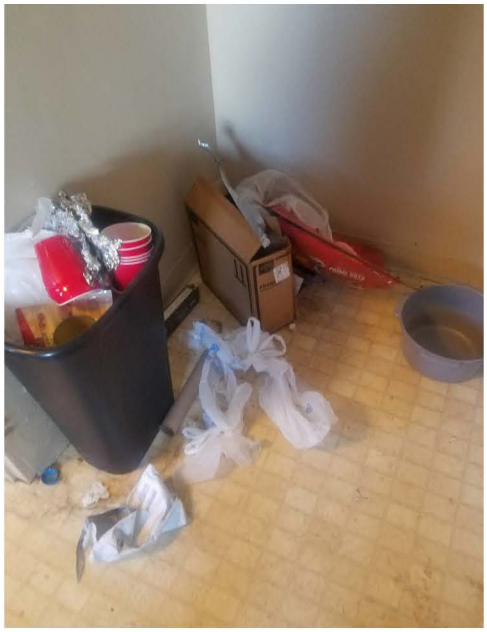


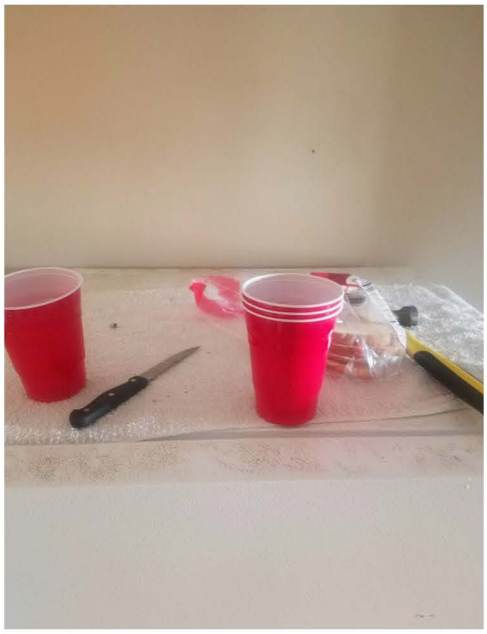
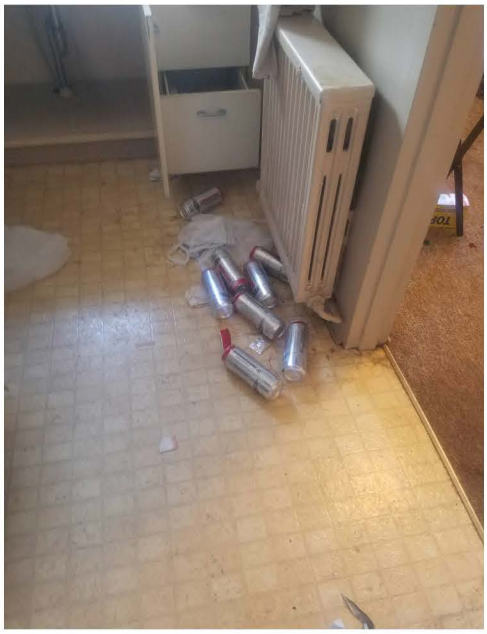
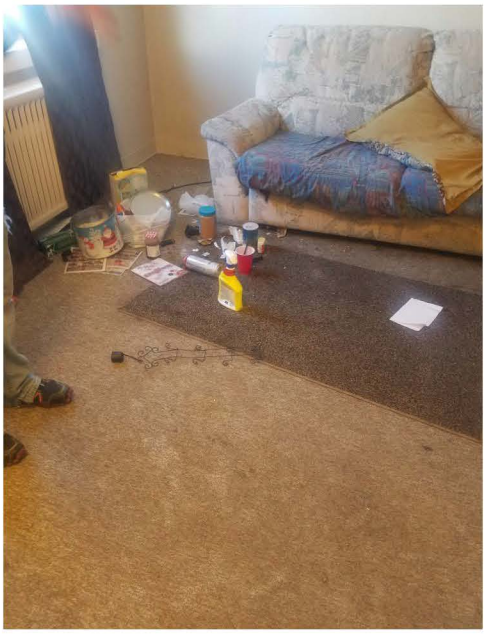
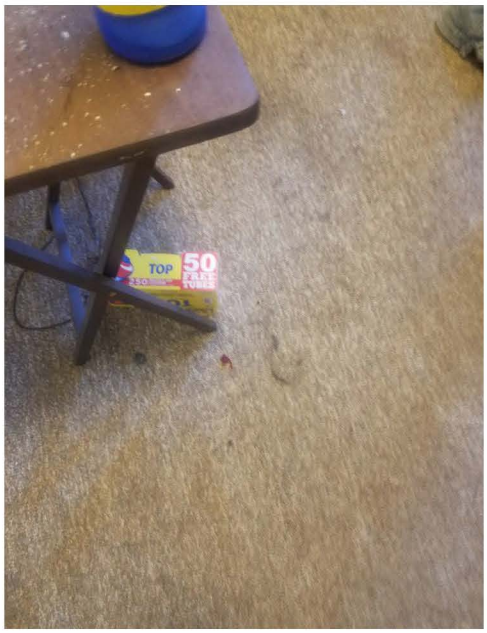
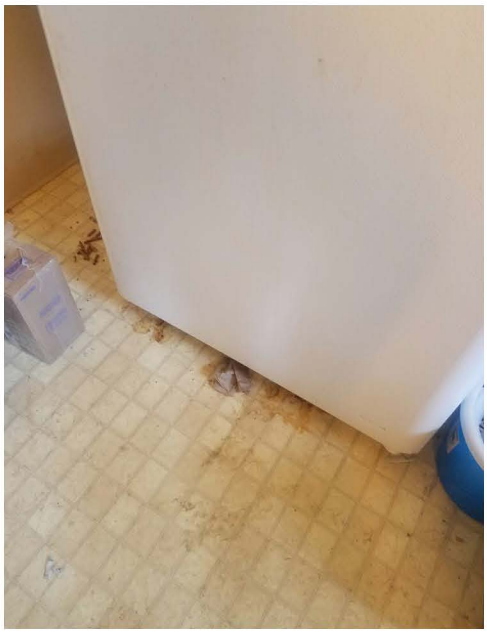


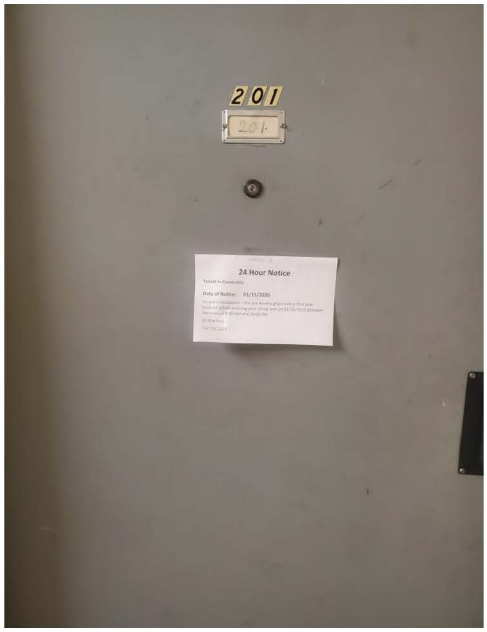






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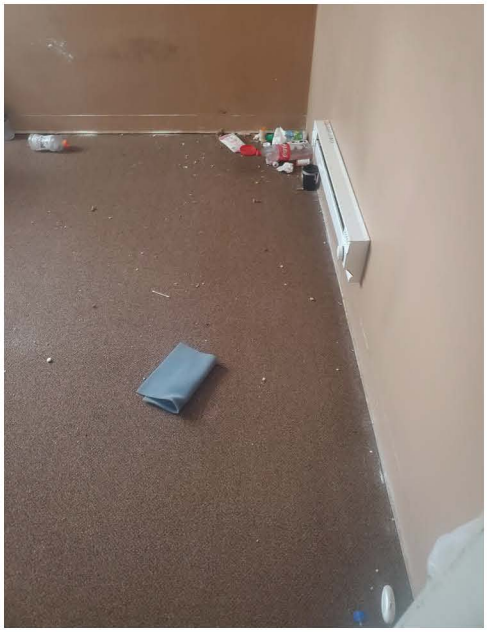
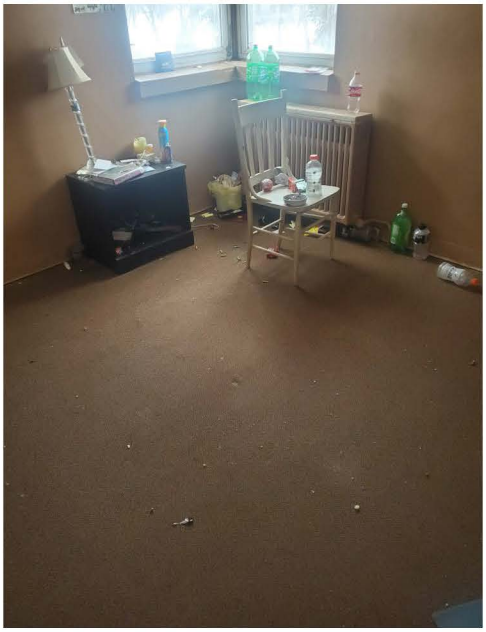
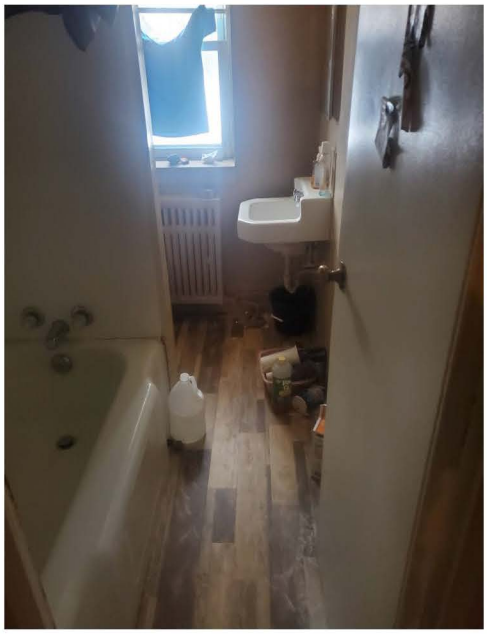
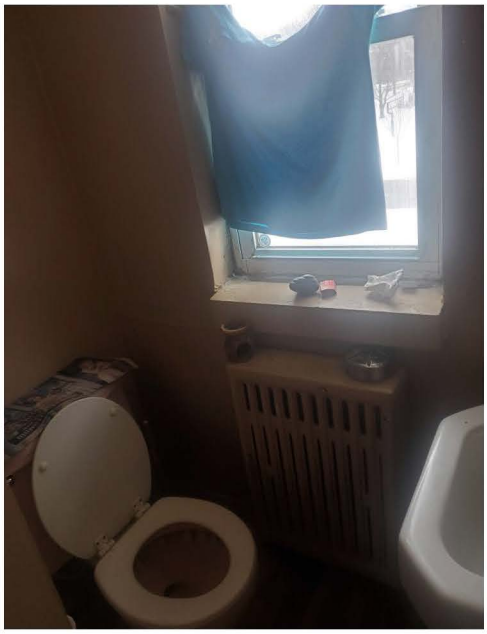
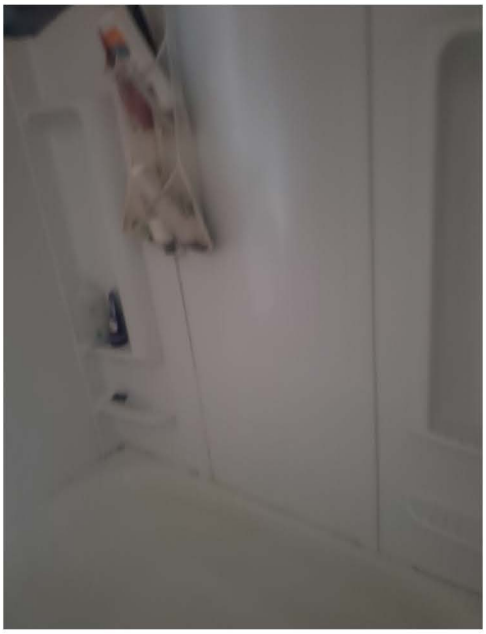
Date of Notice: 01/15/2020

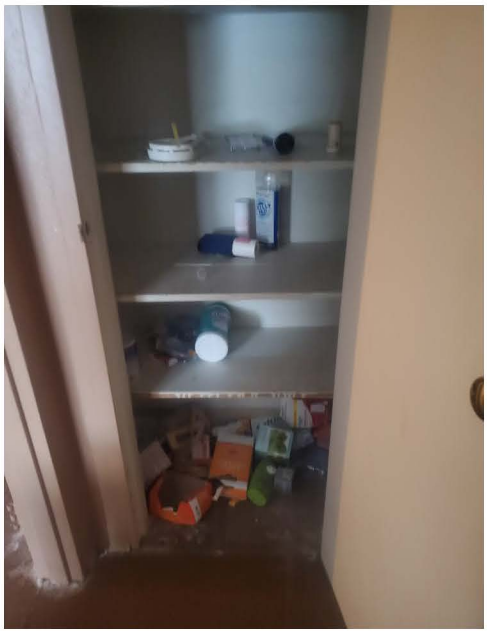


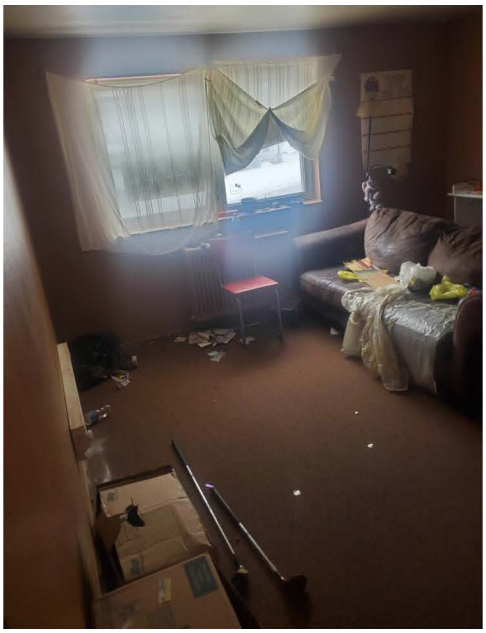


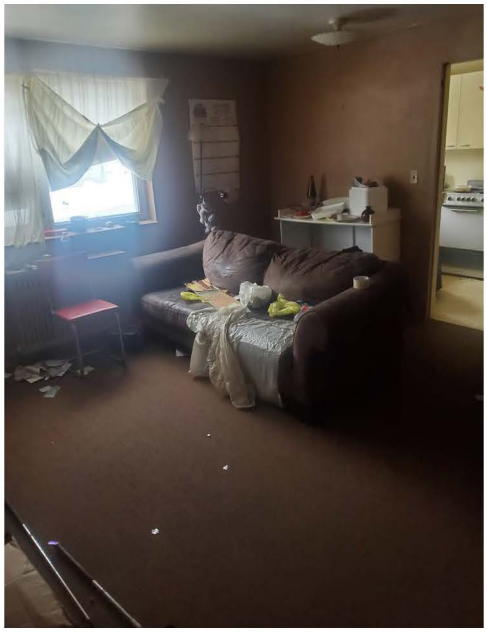
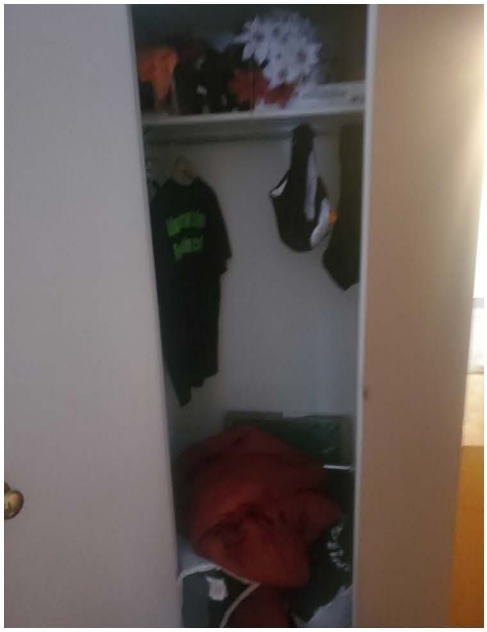
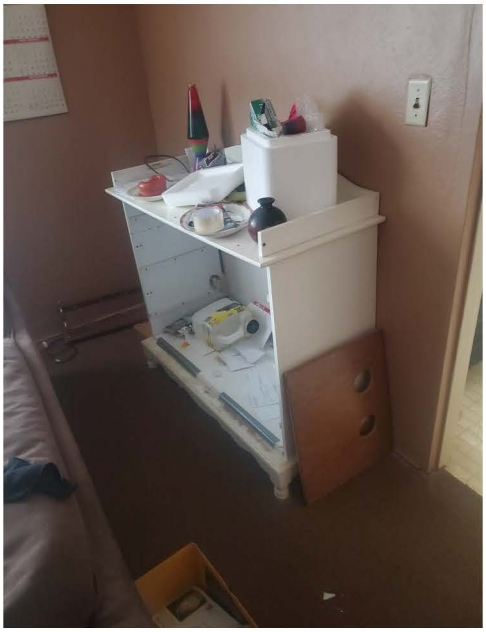


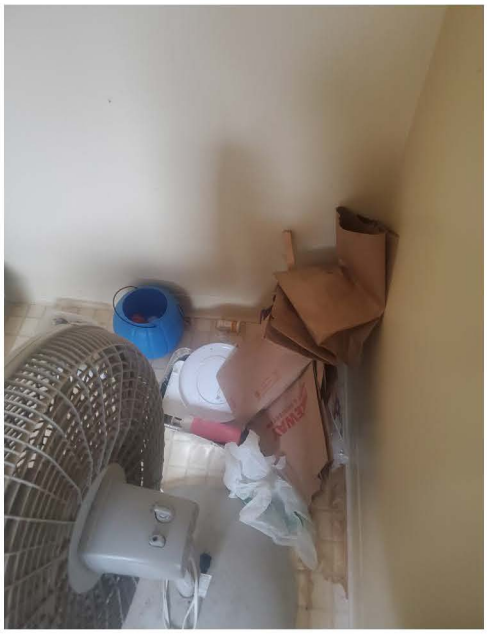
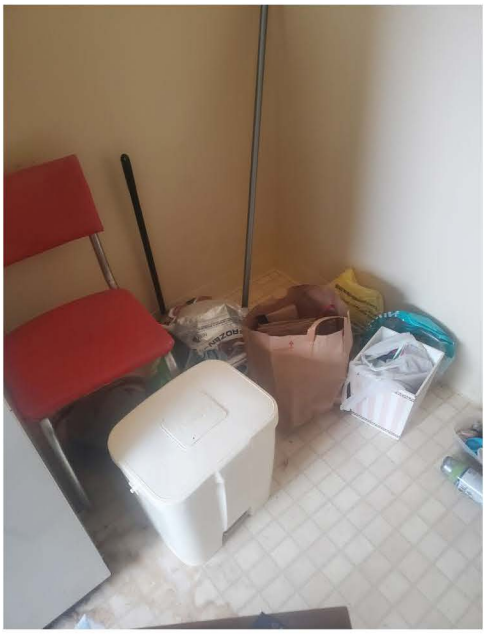
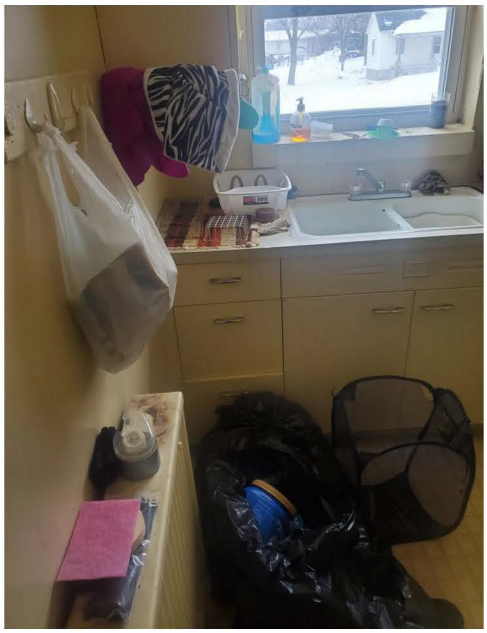


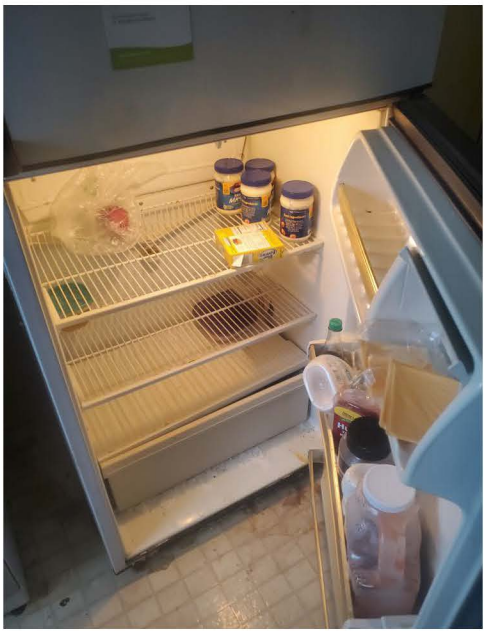


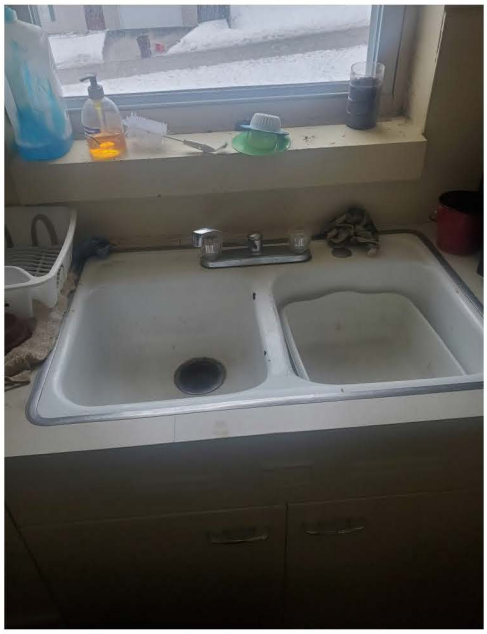


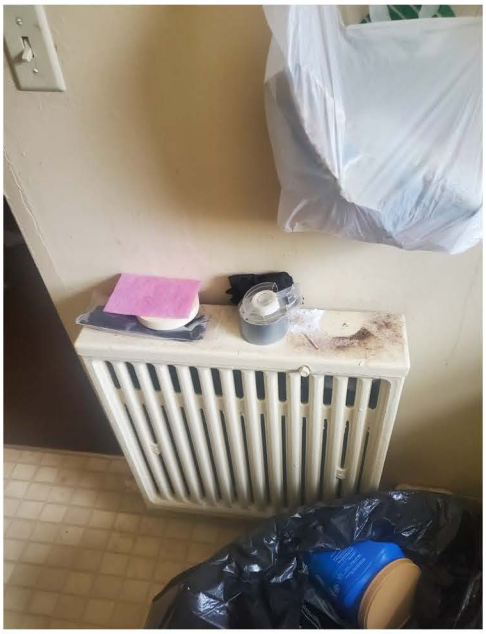
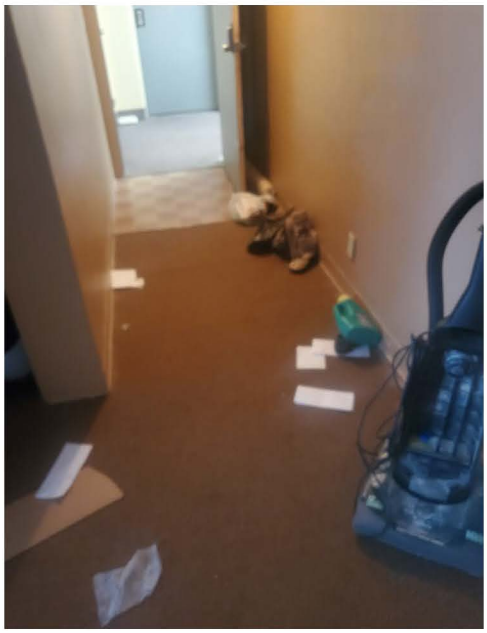


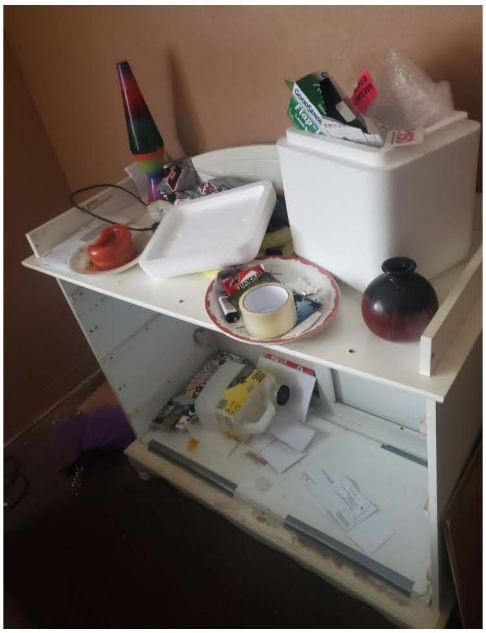




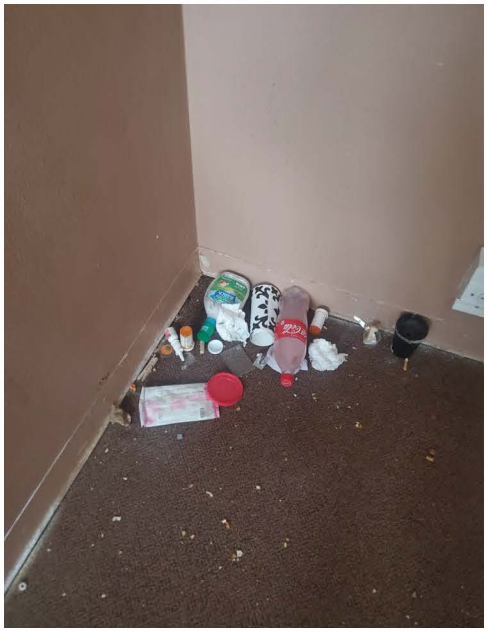




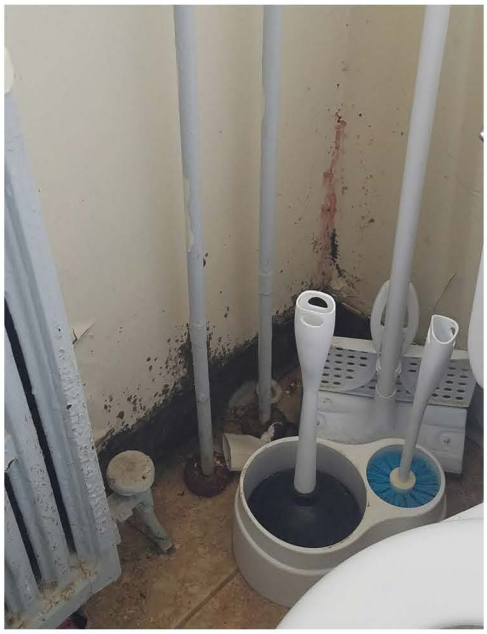










Air
FRESHENER
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Comment Letter "U"

Mike Pogge-Weaver

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? Another concern in this
#104 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. As far as occupancy control, there are tenants who all of a
#106 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? There is talk about a
#107 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? A paved
#109 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

#111 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