City of Carroll

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MEMO TO: Honorable Mayor and City Council Members

FROM: Mike Pogge-Weaver, City Manager

DATE: November 18, 2020

SUBJECT: Rental Housing Code – 3rd Reading

The City Council has worked for over a year to create a Rental Housing Inspection Program and associated Rental Housing Code. 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.

This supports the Council's adopted priority to develop and implement a Rental Housing Code for the City of Carroll. On October 26, 2020, the City Council approved the first reading of the draft ordinance on a 4-2 vote. On November 9, 2020, the City Council approved the second reading of the draft ordinance on a 4-2 vote.

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.

Since the October 26th meeting, a scrivener's error was found in the text. At the bottom of page 17, under 158.07 paragraph 9.E(1), the second sentence reads:

> 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.

This section was changed in March based on comments and unfortunately a few key words were left out leaving it an incomplete sentence. The sentence should have read:

> Unenclosed floor and roof openings, open and glass sides of landings and ramps, and balconies or porches which are more than thirty (30) inches above grade or above the floor below shall be provided with a substantial and safe guardrail.

Since a change at this point would require a new first reading and talking with the City Attorney, staff suggests the Council proceed with this error in place and if the proposed ordinance is adopted then follow up with an ordinance that corrects this error. Additional changes could also be made with the second ordinance if the Council would so choose.

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.

Since the November 9th City Council meeting, staff updated the Rental Housing Inspections - COVID-19 Safety Procedures. Specifically, it was clarified when the safety protocols would be followed, if a unit is occupied by a tenant during the time of inspection that multiple inspections may be necessary, and when inspections would be suspended due to COVID-19. Based on reviewing a number of sources, the following criteria is proposed to be followed by the City on suspending inspections due to COVID-19:

- The City will suspend inspections of **occupied** rental housing units when the 14 day positivity rate in Carroll County is above 7.5% **or** over the past 14 days there are over 30 new cases in Carroll County (or 15 per 10,000 residents).
- The City will suspend inspections of **unoccupied** rental housing units when the 14 day positivity rate in Carroll County is above 15% **or** over the past 14 days there are over 60 new cases in Carroll County (or 30 per 10,000 residents).

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. If the ordinance is approved, 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 thrid reading of the Ordinance to adopt the Rental Housing Code for the City of Carroll.

Attachments:

- Ordinance in final form
- Ordinance summary for publication
- Rental Housing Property Maintenance Guide in final form
- COVID-19 Safety Procedures (for reference)
- Proposed Correction Ordinance (for reference)

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 (68°) Fahrenheit [twenty degrees (20°) centigrade] and shall be capable of maintaining in all said locations a minimum temperature of sixty-five degrees (65°) Fahrenheit, [eighteen degrees (18°) centigrade] at a distance of three (3) feet above the floor level at all times. Such heating facilities shall be so designed and equipped that heat, as herein specified, is available for all dwelling units and rooming units.

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

13. Minimum Space, Use and Location Requirements.

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

Exception: Kitchens.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. The communal kitchen shall be equipped with the following:

(1) A refrigerator with an adequate food storage capacity.

(2) An approved kitchen sink.

(3) A stove or range.

(4) At least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.

(5) At least six (6) square feet of surface area which is easily cleanable and suitable for the preparation of food.

(6) An eating surface and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.

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

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

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

1. Maintenance of Structure.

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

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

C. Every door, door hinge, door latch, and door lock shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within its frame.

D. Every window, existing storm window, window latch, window lock, and other aperture covering, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame.

E. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition, and where appropriate, shall be capable of affording privacy.

2. Maintenance of Accessory Structures. Every foundation, exterior wall, roof, window, exterior door, basement hatchway, and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats or other vermin and shall be kept in a reasonably good state of repair.

3. Rainwater Drainage. All eaves, downspouts, and other roof drainage equipment on the premises shall be maintained in a good state of repair and so installed as to direct rainwater away from the structure.

4. Grading, Drainage and Landscaping of Premises. Every premises shall be graded and drained so no stagnant water will accumulate or stand thereon. Every premise shall be continuously maintained by suitable landscaping with grass, trees, shrubs, or other planted groundcover designed to reduce and control dust. Exception: This chapter shall not affect the existence or maintenance of storm water detention systems.

5. Chimneys and Smoke Pipes. Every chimney and every supplied smoke pipe shall be adequately supported, reasonably clean, and maintained in a reasonably good state of repair.

6. Protection of Exterior Wood Surfaces. All exterior wood surfaces of a dwelling and its accessory structures, fences, porches, and similar appurtenances shall be reasonably protected from the elements and against decay.

7. Means of Egress. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.

8. Hanging Screens and Storm Windows. The owner or operator of the premises shall be responsible for hanging all screens and storm windows required by this code, except when there is a written agreement between the owner and the occupant to the contrary. Screens shall be provided no later than the first day of June of each year and storm windows shall be provided no later than the first day of December of each year.

9. Electrical System. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing, or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch, and fixture shall be maintained in good and safe working condition. The owner or operator shall supply properly sized fuses or equivalent, at the beginning of each tenant's occupancy.

10. Maintenance of Supplied Plumbing Fixtures. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY ADDING CHAPTER 158 RENTAL HOUSING CODE FOR THE CITY OF CARROLL, IOWA.

The City Council of the City of Carroll, Iowa has enacted an ordinance that adds Chapter 158 to the Code of Ordinance of the City of Carroll, Iowa known and cited as the Rental Housing Code for the City of Carroll, Iowa. This publication is a summary of the enacted ordinance.

The purpose of this ordinance is to establish minimum standards for all rental housing within the City limits used or intended to be used for human occupancy. 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.

The said ordinance includes the following sections:

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

Section 158.04 provides the following regarding required permits and associated fees:

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.

Section 158.10 of the ordinance provides the following penalties:

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.

A full copy of this ordinance may be inspected and obtained at Carroll City Hall located at 627 N Adams Street, Carroll, IA 51401 during normal business hour Monday through Friday 8:00 AM to 5:00 PM. Alternatively, a copy of the adopted ordinance is available on-line at https://www.cityofcarroll.com/Rental-Housing-Code.

This ordinance shall be in effect from and after its final passage, approval, and publication of a summary as provided by law.

Passed by the Council the _____ day of _____, 2020, and approved the __ day of _____, 2020.

_____
Eric P. Jensen, Mayor

ATTEST:

By: _____
Laura A. Schaefer, City Clerk

RENTAL HOUSING PROPERTY MAINTENANCE GUIDE

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

Dear Landlord:

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

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

EXTERIOR PROPERTY/AREA

Property Maintenance Code

YES	NO	Description/Detail	Code Section
		All Windows/Doors Functional	158.08.1/2
		Property does not have unpainted or peeling paint in excess of 50% of the area	158.08.6
		Property has a paved approach from street to property line. 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

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

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 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

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 all rental housing inspections when there have been any new cased of COVID-19 in the past 14 days in Carroll County:

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. Multiple visits may be necessary to complete an inspection.

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.

In the interest of public health, when new COVID-19 case counts are high, the City may suspend certain rental housing inspection activities. The suspension of some or all rental housing inspections will be based on the positivity rate and incidence rate over the past 14 days in Carroll County. The City will suspend inspections of occupied rental housing units when the 14 day positivity rate in Carroll County is above 7.5% or over the past 14 days there are over 30 new cases in Carroll County (or 15 per 10,000 residents). The City will suspend inspections of unoccupied rental housing units when the 14 day positivity rate in Carroll County is above 15% or over the past 14 days there are over 60 new cases in Carroll County (or 30 per 10,000 residents). At the sole judgement of the City's Code Enforcement Officer, the City may conduct complaint-based inspection if the complaint is an immediate life and safety hazard.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CARROLL, IOWA, BY AMENDING CHAPTER 158 RENTAL HOUSING CODE FOR THE CITY OF CARROLL, IOWA.

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

SECTION 1. SECTION MODIFIED. Section 158.07 paragraph 9.E(1) of the Code of Ordinances of the City of Carroll, Iowa, is repealed and the following adopted in lieu thereof:

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, and balconies or porches which are more than thirty (30) inches above grade or above the floor below shall be provided with a substantial and safe guardrail.

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