

**TITLE 8 – BUILDING REGULATIONS  
CHAPTER 5 – HOUSING CODE**

SECTIONS:

- 8-5-1 Title, Scope, and Enforcement
- 8-5-2 Definitions
- 8-5-3 Permits and Inspection
- 8-5-4 Registration and Inspections of Rental Properties
- 8-5-5 Minimum Structural Standards for All Dwellings
- 8-5-6 Minimum Structural Standards for All Rental Housing
- 8-5-7 Owners Responsibilities
- 8-5-8 Occupants Responsibilities
- 8-5-9 Substandard Buildings
- 8-5-10 Notices and Orders of Building Official
- 8-5-11 Appeals
- 8-5-12 Procedures for Conduct of Hearing Appeals
- 8-5-13 Enforcement of Orders from Building Official or Board of Appeals
- 8-5-14 Performance of Demolition and Cost Recovery

**8-5-1 Title Scope and Enforcement.**

- A. Title. These regulations shall be known as the "Muscatine Housing Code", hereinafter referred to as "The Housing Code".
- B. Housing Code Adopted. There is hereby adopted by the City of Muscatine, Iowa, for the purpose of providing minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the use and occupancy, location and maintenance of all residential buildings and structures within this jurisdiction, the "Housing Quality Standards" promulgated by the United States Department of Housing and Urban Development (24 C.F.R. 882.109 (a)-(1)), the latest version being dated April 1, 1993, save and except such portions as are hereinafter deleted, modified or amended. The "*Housing Quality Standards*" promulgated by the United States Department of Housing and Urban Development (24 C.F.R. 882.109 (a)-(1)), is incorporated herein as though fully set out at length herein.

*(Code of Iowa, Section 364.17[1][e] & 364.17[7])*

- C. Scope. The provisions of this Housing Code shall apply to all buildings or portions thereof which are used or intended to be used for human occupancy. Additionally, all accessory buildings or structures are hereby subject to all applicable sections regarding health, safety, and maintenance thereof.
- D. Enforcement.
  - 1. Authority. The Building Official, or his or her designated representative, is hereby authorized and directed to enforce all of the provisions of this Code. For such purposes, he or she shall have the powers of a law enforcement officer.
  - 2. Right of Entry. Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Building Official, or his or her authorized representative, has reasonable cause to believe that there exists in any building or upon any premises any condition or Code violation which makes such building or premises unsafe, dangerous, or hazardous, the Building Official, or his or her

authorized representative, may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by this Code, provided that if such building or premises be occupied, he or she shall first present proper credentials and request entry; and if such building or premises be unoccupied, he or she shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Building Official, or his or her authorized representative, shall have recourse to every remedy provided by law to secure entry.

When the Building Official, or his or her authorized representative, shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care, or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official, or his or her authorized representative, for the purpose of inspection and examination pursuant to this Code.

**8-5-2 Definitions.** For the purpose of this Housing Code, certain terms, phrases, words, and their derivatives shall be construed as specified in this Chapter. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Words in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine. Whenever the words "dwelling", "dwelling unit", "rooming house", or "premises" are used in this Housing Code, they shall be construed as though they were followed by the words "or any part thereof".

- A. "Acceptable" or "approved" shall mean in substantial compliance with the provisions of the Housing Code, or the intent of the Code as approved by the Building Official or his/her designated representative.
- B. "Accessory structure" shall mean a structure which is not used, nor intended to be used, for living or sleeping by human occupants.
- C. "Appurtenance" shall mean that which is directly or indirectly connected or an accessory to some other structure.
- D. "Basement" shall mean a story having at least 1/2 of its height below grade.
- E. "Bath" shall mean a bathtub or shower stall connected with both hot and cold water lines.
- F. "Cellar" shall mean a space having its principal height below the first or main floor which is used, or intended to be used, for storage, location for heating equipment, etc., and shall not be considered habitable space.
- G. "Certificate of Structural Compliance" shall mean a document showing that the structure for which it is issued was in compliance with the City of Muscatine Housing Code at the time of issuance.
- H. "Communal" shall mean used or shared by, or intended to be used or shared by, the occupants of two (2) or more rooming units or two (2) or more dwelling units.

- I. "Condominium" shall mean a dwelling unit which is in compliance with the requirements of 499B of the Code of Iowa, as amended.
- J. "Cooperative" shall mean a dwelling unit which is in compliance with the requirements of 499A of the Code of Iowa, as amended.
- K. "Court" shall mean an open unoccupied space which is more than 50% enclosed by buildings.
- L. "Dining room" shall mean a habitable room used, or intended to be used, for the purpose of eating, but not for cooking or the preparation of meals.
- M. "Dwelling" shall mean any building or structure which is wholly or partly used, or intended to be used, for living or sleeping by human occupants and includes any appurtenances attached thereto.
- N. "Dwelling unit" shall mean 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.
- O. "Extermination" shall mean 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 methods approved by the Inspector.
- P. "Filth" shall mean excrement, either animal or human, or any material connected therewith.
- Q. "Garbage" shall mean animal or vegetable waste resulting from the handling, preparation, cooking, or consumption of food and shall also mean combustible waste material. The term shall also include paper, rags, cartons, boxes, wood, rubber, leather, tree branches, yard trimmings, and other combustible materials.
- R. "Habitable room" shall mean a room, or enclosed 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, corridors, closets, storage spaces, and stairways.
- S. "Infestation" shall mean the presence, within or around a dwelling, of any insects, rodents, or other pests in such quantities as would be considered unsanitary.
- T. "Inspector" shall mean the official or officials of the City of Muscatine delegated the responsibility to administer the provisions of the Housing Code, together with his or her duly authorized representative(s) and/or agent(s).
- U. "Kitchen" shall mean a habitable room used, or intended to be used, for cooking or the preparation of meals.
- V. "Kitchenette" shall mean a food preparation area of not less than forty (40) square feet.

- W. "Lavatory" shall mean a hand washing basin which is connected to both hot and cold water lines and which is separate and distinct from a kitchen sink.
- X. "Multiple dwelling" shall mean any dwelling containing three (3) or more dwelling units.
- Y. "Nuisance" shall mean any item or items as defined in Title 9, Chapter 3, of the City Code.
- Z. "Occupant" shall mean any person, including the owner or operator, living in, sleeping in, and/or cooking in, or having actual physical possession of a dwelling unit or a rooming unit.
- AA. "Operator" shall mean 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 and who has custody and control of the premises.
- BB. "Owner" shall mean any person who has control of any dwelling, dwelling unit, or rooming unit by virtue of a contractual interest in or legal or equitable title to said dwelling, dwelling unit, or rooming unit. An owner who has sold the premises on a legally recorded contract but retains legal title shall not be deemed an owner hereunder.
- CC. "Person" shall mean any individual, firm, corporation, association, partnership, trust, or estate.
- DD. "Plumbing" shall mean and include any or all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, toilets, sinks, lavatories, bathtubs, showers, water heating devices, catch basins, drains, vents, and other similar supplied fixtures, together with all connections to water, sewer, or gas services.
- EE. "Premises" shall mean a lot, plot, or parcel of land including all building(s) thereon.
- FF. "Refuse" shall mean waste materials (except human waste) including garbage, rubbish, ashes, and dead animals.
- GG. "Rental Property (Residential Rental Property) or Rental Unit (Residential Rental Unit)" shall mean a structure containing one or more dwelling units, rooming units, or sleeping units, or any structure or part of a structure used as a home, residence, or sleeping unit by a single person, household unit, or any person(s) other than the legal owner or other person in control of such unit(s), whether by day, week, month, year or any other term, regardless of monetary exchange. The term Rental Unit or Residential Rental Unit may refer to a unit within a rental property, as context requires.
- HH. "Rental Property Registration" shall mean registration with the City of Muscatine of a structure containing one or more rental units subject to regulation under this Chapter.
- II. "Rental Unit Registration" shall mean registration of any given dwelling unit within a duly registered rental property.

JJ. "Roomer." shall mean 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.

KK. "Rooming unit" shall mean 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 and contain no cooking equipment except that a properly connected and safely operated microwave shall be permitted. A rooming unit shall have a bath and toilet facilities available for exclusive use by the occupant(s) or for communal use in accordance with Sections 8-5-6(E)1 and 8-5-6(E)2.

LL. "Rubbish" shall mean inorganic waste material consisting of primarily noncombustible materials.

MM. "Supplied" shall mean paid for, furnished by, provided by, or under the control of the owner or operator.

### **8-5-3 Permits and Inspection.**

A. General. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure regulated by this Code without first obtaining a separate permit for each building or structure from the Building Official in the manner and according to the City Code for Muscatine, Iowa.

B. Fees. Whenever a building permit is required by Section 8-5-3(A) of this Code, the appropriate fees shall be paid to the Building Official at the rate(s) established by the City Council and set out in the Schedule of Building-Related Permits and Other Requirements in Appendix D(1) to this Code of Ordinances.

C. Inspection. All buildings or structures within the scope of this Code and all construction or work for which a permit is required shall be subject to inspection by the Building Official in accordance with and in the manner provided by the City Code for the City of Muscatine.

### **8-5-4 License, Registration, and Inspection Requirements for Rental Facilities and Rental Units**

A. Purpose. It is the purpose of this chapter to ensure that property owners, their agents and others, meet their responsibilities with respect to proper operation and maintenance of rental housing facilities and to provide for inspection as a means of compelling compliance therewith. It is not the purpose of this chapter to create any duty on the part of the city, its officers, agents, or employees, owing to any individual member of the public or to protect any particular or circumscribed class of persons. Specifically, it is not the intent of this chapter to create any duty or liability by the city, its officers, agents, or employees, to premises' occupants, owners, tenants, or any other person.

B. Warning. No person shall place reliance upon this chapter, any inspections performed or licenses or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor licenses nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe

premises or to, in any way, indicate a decrease in the risk associated with the use or occupancy of any premises. A license issued or certification that a premise has been inspected or registered pursuant to this chapter shall not in any way constitute a warranty or guarantee of the safety or quality of that premises.

- C. Indemnification.** The applicant for any Rental Facility License or registrant for any Rental Unit Registration Certificate issued under this chapter, by making such application or registration, assumes and agrees to pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with or related to the issuance of such Rental Facility License or Rental Unit Registration Certificate or the doing of anything thereunder, or the failure of such applicant, or the agents, employees or servants of such applicant or registrant, to abide by or comply with any of the provisions of this chapter or any other ordinance of the city; and such applicant or registrant, by making such application or registration, forever indemnifies the city, its officers and employees and agrees to save it and them harmless from any and all claims, demands, lawsuits or liability whatsoever for any loss, damage, injury or death, costs and expenses, by reason of the foregoing even though acts or omissions of the city, its officers or employees may have caused or contributed thereto. The foregoing provisions shall be deemed to be a part of any license or certificate issued under this chapter whether expressly recited therein or not.
- D. Rental Facility License and Rental Unit Registration Required.** No owner or operator shall rent, or offer for rent, any Rental Facility or Rental Unit for use in whole or in part for human habitation, unless:
1. A valid Rental Facility License has been issued for the Rental Facility, and
  2. Each Rental Unit is registered annually and a valid Rental Unit Registration Certificate has been issued for the Rental Unit.

All residential Rental Facilities and Rental Units being let for rent and/or occupancy without a valid Rental Facility License or Rental Unit Registration with the City and fees paid may be ordered vacated and/or the owner shall be subject to a fine and/or municipal infraction, the amount of which shall be established by resolution of the city council and set out in Appendix D of this Code of Ordinances.

**E. Rental Facility License.**

1. Definition: "Rental Facility License" shall mean a license issued by the City of Muscatine for a structure containing one or more rental units subject to regulation under this Chapter, which, when issued, shall authorize the owner or operator to let the Licensed Rental Facility for rent, provided that all other provisions of this Code are complied with and remain complied with for the duration of the license.
2. Application Requirements: Application for Rental Facility License required by this Code shall be made to the Building Official at least thirty (30) days prior to initial occupancy as a rental property or at least thirty (30) days prior to expiration of an existing Rental Facility License. The Application shall be on such form and detail as prescribed by the Building Official.
3. Rental Facility License Fees. Rental Facility License fees may be as set forth by resolution of the City Council and as set out in Appendix D to this Code of Ordinances and payment thereof may accompany the application for Rental Facility License.
4. Grounds for Issuance. Following payment of all Rental Facility License Fees, submission of a proper Application, on forms provided by the Building Official, and an Initial Inspection by the City of the Rental Facility for compliance with

provisions of this Chapter, the Building Official shall issue a valid Rental Facility License to the Owner.

5. Grounds for Revocation or Denial of Rental Facility License. Revocation of the Rental Facility License is at the discretion of the Building Official. The Building Official may revoke or deny renewal of any Rental Facility License issued under this Subchapter where any of the following applies:
  - i. False statements on any application or information or report required by this Subchapter to be given by the applicant, registrant, or permit holder;
  - ii. Conviction or judgment of the licensee for violation of any provision of this Housing Code;
  - iii. Refusal by the owner to permit inspection by authorized personnel of the rental property or unit;
  - iv. Failure to pay any application, penalty, re-inspection, or reinstatement fee required by this Chapter as set out in Appendix D of this Code of Ordinances;
  - v. Failure to comply with the provisions of an approved mitigation/remediation plan by the Building Official;
  - vi. Failure to comply with the provisions of the Title VIII of the Fair Housing Act of 1968 (as amended);
  - vii. Declaration of status as a Dangerous or Unsafe Building or Structure pursuant to 9-3-3(R) of this Code of Ordinances;
  - viii. Declaration of Status as dangerous or substandard building as defined by Section 8-5-9 of this Chapter; and
  - ix. Frequent and recurrent noncompliance with the provisions of this Chapter.

The owner or agent of the affected property shall be notified in writing by certified mail of the license or registration revocation or denial.

6. Grounds for Emergency Revocation of License. If, at the discretion of the Building Official, an emergency exists which threatens the immediate health, safety or general welfare of the occupant or general public, the Building Official may immediately issue an order revoking the Rental Facility License. Upon issuance of the order, the occupant of the Rental Facility shall immediately vacate the premises until the Rental Facility License is reinstated. A Rental Facility License will apply to any Rental Unit within its Facility; however, authorization to rent a particular Rental Unit within a Rental Facility may be revoked without effect on the other units for which the License was issued if the Building Official revokes the Rental Unit Certificate of Registration as provided for in City Code section 8-5-4(C)(6).
7. Rental Facility License Term. Rental Facility Licenses will be issued for a term of three years, and shall be renewed by filing an application with the Building Official as provided for herein no later than thirty (30) days prior to the expiration of the License, provided that an Initial Inspection as set forth in City Code section 8-5-4(E)(1) is completed and all other provisions of this Chapter are complied with.
8. Duty to Report Changes. The property owner is responsible for informing the Building Official of any subsequent changes to any information on the Rental Facility Application which has changed.

**F. Rental Unit Registration.**

1. Definition: "Rental Unit Registration" shall mean registration of any given dwelling unit with a duly licensed Rental Facility with the City of Muscatine, which, when filed with the City, shall authorize the owner or operator to let the dwelling unit which is the subject of the Rental Unit Registration for rent or occupancy, provided that all other provisions of this Chapter are complied with and remain complied with for the duration of the Rental Unit Registration Certificate.
2. Registration Form Requirements and Fees: Rental Unit Registration required by this Code shall be made to the Building Official at least thirty (30) days prior to initial occupancy as a rental unit or at least thirty (30) days prior to expiration of an existing Rental Unit Registration. If the Rental Unit Registration is for initial occupancy of a Rental Unit which does not have a valid Rental Facility License, the Rental Unit Registration shall accompany a Rental Facility License application as provided in City Code section 8-5-4(E) above. The Registration shall be on such form and detail as prescribed by the Building Official. If the Application is for a Rental Unit for which an Initial Inspection is not necessary as provided for in City Code section 8-5-4(H)(1), the Application shall be accompanied by a report of self-inspection as set forth in City Code section 8-5-4(F)(3).
3. Initial Inspection Requirements. After receiving a new Application for a Rental Unit Registration under this Chapter, the Building Official shall cause an Initial Inspection to be scheduled for the Unit as set forth in City Code section 8-5-4(H)(1).
4. Self-Inspection Requirements. During the interim years between issuance and renewal of a Rental Facility License (i.e., years two and three of the Rental Facility License), when annually registering a Rental Unit for which the Rental Facility License has not expired or been revoked, the property owner shall include, with its annual registration form and payment of fees, a signed Certificate of Self Inspection that states the property owner has inspected the rental property and he or she has determined that property to be in compliance with the Housing Code. Such Certificate of Self Inspection shall also include an itemized list of items inspected so as to form the basis of the owner's representation that the property is in compliance with the Housing Code.



5. Registration Fees. Rental Unit Registration fees shall be as set forth by resolution of the City Council and as set out in Appendix D to this Code of Ordinances and payment thereof shall accompany the application for Rental Unit Registration.
6. Grounds for Issuance of Rental Registration Certificate. Following payment of all Rental Unit Registration fees, submission of a proper Application, on forms provided by the Building Official, and initial inspection of the Rental Unit or a report of Self Inspection as provided for herein, the Building Official shall issue a valid Rental Unit Registration Certificate to the Owner.
7. Grounds for Revocation or Denial of Rental Unit Registration Certificate. Revocation of the Rental Unit Registration Certificate is at the discretion of the Building Official. The Building Official may revoke or deny renewal of any Rental Unit Registration Certificate issued under this Subchapter where any of the following applies:
  - i. False statements on any application or information or report required by this Subchapter to be given by the applicant, registrant, or permit holder;
  - ii. Conviction or judgment of the licensee for violation of any provision of this Housing Code;
  - iii. Refusal by the owner to permit inspection by authorized personnel of the rental property or unit;
  - iv. Failure to pay any application, penalty, re-inspection, or reinstatement fee required by this Chapter as set out in Appendix D of this Code of Ordinances;
  - v. Failure to comply with the provisions of an approved mitigation/remediation plan by the Building Official;
  - vi. Failure to comply with the provisions of the Title VIII of the Fair Housing Act of 1968 (as amended);
  - vii. Declaration of status as a Dangerous or Unsafe Building or Structure pursuant to 9-3-3(R) of this Code of Ordinances;
  - viii. Declaration of Status as dangerous or substandard building as defined by Section 8-5-9 of this Chapter; and
  - ix. Frequent and recurrent noncompliance with the provisions of this Chapter.The owner or agent of the affected property shall be notified in writing by certified mail of the license or registration revocation or denial.
8. Grounds for Emergency Revocation of Certificate of Registration. If, at the discretion of the Building Official, an emergency exists which threatens the immediate health, safety or general welfare of the occupant or general public, the Building Official may immediately issue an order revoking the Rental Registration Certificate for a particular Rental Unit. Upon issuance of the order, the occupant of the Rental Unit shall immediately vacate the premises until the Rental Unit Certificate is reinstated. Authorization to rent a particular Rental Unit within a Rental Facility may be revoked without effect on the other units for which a Rental Facility License was issued.
9. Rental Unit Certificate Term. Rental Unit Registration Certificates will be valid for a term of one year after the date of issuance, and shall be renewed by filing an application with the Building Official as provided for herein prior to the expiration of the Certificate, provided that an Initial Inspection as set forth in City Code section 8-5-4(H)(1) or a Report of Self Inspection as required by City Code section 8-5-4(F)(3) has been completed and all other provisions of this Chapter are complied with. The Rental Unit Registration may not be renewed unless all required fees have been paid in full for all rental units of which the applicant is an owner.

10. Duty to Report Changes. The property owner is responsible for informing the Building Official of any subsequent changes to any information on the Rental Unit Registration which has changed.

**G. Reinstatement of License and Registration Certificate.**

The Building Official will reinstate a revoked Rental Facility License or Certificate of Rental Unit Registration only after a regular inspection has been completed, reinstatement fees have been paid in full, and the Rental Facility or Rental Unit has been brought into compliance with the applicable standards of this Code. Reinstatement of the Rental Facility License or Rental Unit Registration shall not extend or change the next inspection date of the Rental Facility License or Rental Unit Registration.

**H. Inspection of Rental Property**

1. Initial Inspection Required. An initial inspection is an inspection of a Rental Facility or Rental Unit that has not previously received a Rental Facility License, and also for a Rental Facility that has previously received a license, but whose license is scheduled to or has expired. The initial inspection shall be scheduled with the Building Official or his or her designee following receipt of a Rental Facility License Application and is required before any Rental Facility or Rental Unit therein may be occupied.
2. Regular Rental Inspection. Regular rental inspections of rental facilities, rental units, and the common areas thereof, shall be inspected in accordance with a program of rental inspections conducted not more frequently than yearly nor less frequent than every three (3) years per Rental Facility License and Rental Unit Registration.
3. Other Rental Inspection. Rental facilities and units may be inspected on a more frequent basis to ensure compliance with this code based upon one (1) or more of the following:
  - i. Information is received indicating that there is a violation of provisions of this Code, or any state or federal regulations;
  - ii. An observation is made by a Building Official, or police officer, or fire Building Official, or any other Government official of a possible violation of the standards or the provisions of this code or any state or federal laws;
  - iii. Information is received indicating that a rental facility or rental unit is unoccupied and unsecured or that a rental unit is damaged by fire, water, or other causes detrimental to the structure;
  - iv. A determination must be made whether there is compliance with a notice or an order issued by a Building Official;
  - v. A public health safety or welfare emergency is observed or is reasonably believed to exist;
  - vi. A tenant makes a request for an inspection. If a tenant requests a non-emergency inspection, then the City of Muscatine shall give a written notice to the owner. Fourteen (14) days after the written notification to the owner, an inspection may be conducted by the Building Official;
  - vii. A Rental facility's ownership is to be transferred to the City of Muscatine, Iowa;
  - viii. A property is declared a Dangerous or Unsafe Building or Structure pursuant to Section 9-3-3(R) of this Code of Ordinances; and
  - ix. A property is declared a Substandard Building pursuant to Section 8-5-9 of this Chapter.

**I. Non-Transferability and Notification of Change.** Rental Facility Licenses and Rental Registration Certificates shall not be transferred from one owner to another. The owner

of any rental facility or unit shall notify the Building Official within thirty (30) days of any change in the information required for Rental Facility License or Rental Unit Registration. If a rental facility or unit is sold, assigned, or otherwise transferred, the rental facility/unit must be re-licensed and re-registered within thirty (30) days of the transfer. The new owner shall notify the Building Official of any change in contact information for their designated local representative, including a change in name, mailing address, e-mail address, telephone number, mobile telephone number, or facsimile number of the designated local representative within thirty (30) business days of the change.

**J. Provisional Approval.** The Building Official may grant owners of Rental Units and Rental Facilities provisional approval to let for rent or occupancy their rental facility or unit, as the case may be, while formal issuance of Rental Facility License or Rental Unit Registration Certificate is pending, provided that all requirements for issuance of the Certificate of Rental Facilities License or Rental Unit Registration are satisfied.

**K. Fee Schedule.** Fees shall be charged for services rendered in relation to this Section. These services include but are not limited to the following: registration, inspections, failure to appear for any scheduled inspections, and late cancellations. The amounts shall be established by resolution of the City Council and are set out in Appendix D of this Code of Ordinances. As a nuisance abatement remedial measure, the fee schedule shall include any unpaid nuisance abatement fees or costs that have been incurred by the City of Muscatine and a per tax parcel per response surcharge for police and fire department responses, excluding emergency medical responses, in an amount equal to the approximate cost of the response, plus a processing fee, for all responses above the nuisance threshold set forth immediately below within a calendar year. The nuisance threshold is exceeded if the number of responses is greater than three (3) times the number of units on the tax parcel. In the case of police, fire or rescue responses (excluding domestic violence calls), the number shall be based upon founded calls. Within ten (10) days of the date of a surcharge invoice, the owner may request the Community Development Department review the call log to verify the number of responses and provide the owner with the dates and nature of the responses included in the bill.

#### **8-5-5 Minimum Structural Standards for All Dwellings.**

A. Kitchens. Every dwelling unit shall have a kitchen or kitchenette equipped with the following:

1. An approved kitchen sink.
2. Space capable of properly accommodating a refrigerator and a stove or range.
3. Proper access terminals to utilities necessary to properly operate a refrigerator and stove or range.
4. Adequate space for the storage and preparation of food.

B. Sanitation. Every kitchen sink, toilet, lavatory basin, and bath shall be properly connected to an approved water and sewer system as provided for in the City of Muscatine City Code. Additionally, sanitary facilities shall include the following:

1. Every dwelling unit shall contain a toilet.
2. Every dwelling unit shall contain a bath or shower compartment.
3. Every dwelling unit shall contain a lavatory basin.
4. Every toilet and bath shall be contained within a room which will afford privacy to the user and shall be separated from a food preparation area by a tight fitting door.

C. Required Water Heating Facilities. Every kitchen sink and bath and lavatory basin required in accordance with the provisions of this Housing Code 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 on every kitchen sink and lavatory basin required at a temperature of not less than one hundred twenty (120) degrees Fahrenheit (forty-eight (48) degrees Centigrade). Such supplied water heating facilities shall be capable of meeting the requirements of this Section, regardless of space heating facilities which are not in operation.

D. Exits.

1. Every dwelling unit and rooming unit shall have access to two (2) independent, unobstructed means of egress remote from each other. At least one shall be an exit which discharges directly to corridors or stairways or both to a public way. If both means of egress are to a common corridor, they shall be in opposite directions or in compliance with local building and/or fire codes.
2. Every means of egress shall comply with the following requirements:
  - a. Handrails. All stairways comprised of four (4) or more risers shall be provided with a substantial and safely constructed handrail.
  - b. Guardrails. All unenclosed floor and roof openings, open and glazed sides of landings and ramps, balconies, or porches which are more than thirty inches (30") above grade and any roof used for other than maintenance purposes shall be protected by a substantial and safely constructed guardrail.
  - c. Every stairway shall have a reasonably uniform riser height and uniform tread width which shall be adequate for safe use.
  - d. Doors and windows accessible from outside the unit shall be lockable from inside the unit.
  - e. In basement units where one means of egress is a window, such window shall have an unobstructed opening no less in area than that required in the Building Code.
  - f. No existing fire escape shall be deemed a sufficient means of egress unless it is in compliance with the fire codes of the State of Iowa and any applicable City rule or regulation.
  - g. Every doorway providing ingress or egress from any dwelling unit, rooming unit, or habitable room shall be at least six feet, four inches (6' 4") high and twenty-four inches (24") wide.

E. Natural Artificial Light. Every habitable room shall be provided with adequate natural and/or artificial light to permit normal indoor activities and to support the health and safety of the occupants.

F. Ventilation.

1. Every dwelling unit shall be provided with natural ventilation as follows:
  - a. Every window or other device with openings to the outdoor space which are capable of being used for ventilation purposes and currently contain screens shall be maintained in a good state of repair.
  - b. Every door opening directly from a dwelling unit or rooming unit to the outdoor space shall fit reasonably tight within its frame and shall be maintained in a good state of repair.
  - c. For natural ventilation, every bathroom or toilet compartment shall have at least one openable window facing directly to the outdoors.
2. Every dwelling unit shall be equipped with mechanical ventilation as follows:
  - a. In lieu of openable windows for natural ventilation, as specified in Section 8-5-5(F)1(c), adequate ventilation which provides not less than two (2) air changes per hour in all bathrooms or toilet compartments.
  - b. No mechanical exhaust system, exhausting vapors, gases, or odors shall be discharged into an attic, crawl space, or cellar unless such attic, crawl space, or cellar is adequately vented to the outside.

G. Heating. Heating shall be provided as follows:

1. 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 (68) degrees Fahrenheit (nineteen (19) degrees Centigrade) at a distance of three feet (3') above the floor level. Said heating facilities shall be so designed and equipped that heat, as herein specified, is available for all dwelling units and rooming units between the hours of 6:30 A.M. and 10:30 P.M., of each day, and shall maintain a temperature of not less than sixty (60) degrees Fahrenheit from 10:30 P.M. to 6:30 a.m. of each day.
2. Every central heating unit, space heater, water heater, and cooking appliance shall be located and installed in such a manner so as to afford reasonable protection against interference of egress facilities or egress routes in the event of uncontrolled fire in the structure.
3. Every fuel-burning heating unit or water heater shall be effectively vented in a safe manner to a chimney or duct leading to the exterior of the building. The chimney duct and vent shall be of such design as to assure proper draft and shall be adequately supported.
4. No fuel-burning furnace or water heater shall be located within any sleeping room or bathroom unless there is adequate combustion air, an automatic shutoff is provided, and the continuing operation of the furnace and/or water heater poses no threat to the occupant, as determined by the Inspector.
5. Every steam or hot water boiler and every water heater shall be protected against overheating by appropriate pressure and temperature limit controls.
6. Every fuel-burning space heating unit and water heater shall be equipped with an electronic ignition or with a pilot light and an automatic control to interrupt the flow of fuel to the unit in the event of failure of the ignition device.

H. Electrical Requirements. Extension cords shall not be used or considered as permanent wiring intended to meet the requirements contained in this section.

1. Every habitable room shall contain at least two (2) separate floor or wall-type electric double convenience outlets which shall be properly installed, on adjacent walls or otherwise separated for reasonable access from all spaces within the room.

2. Every toilet room, bathroom, laundry room, furnace room, basement, and cellar shall contain at least one supplied ceiling or wall-type electric light fixture, and one floor or wall-type electrical outlet which shall be properly installed.
- I. Minimum Space and Occupancy Standards. Minimum space and occupancy standards shall be the minimum requirements established in the Housing Quality Standards as adopted, and amended by the United States Department of Housing and Urban Development.
- J. Ceiling Height. The ceiling height in every habitable room shall be at least six feet, eight inches (6' 8"). In addition, obstructions of space by such items as water and gas pipes, cabinetry, etc. shall be permitted when such obstructions are located in such a fashion that they do not interfere with normal or emergency ingress and egress and are approved by the Inspector.

#### **8-5-6 Minimum Structural Standards for All Rental Housing.**

- A. Access. Access to each dwelling unit or rooming unit shall not require first entering any other dwelling unit or rooming unit.

Exception: Access to rooming units may be through a living room or kitchen of a unit occupied by the owner or operator of the structure.

No dwelling, dwelling unit, or rooming unit containing two (2) or more sleeping rooms shall have such arrangements that access to a bathroom or water closet compartment intended for use by occupants of more than one (1) sleeping room can be had only by going through another sleeping room; nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room.

Exception: Access may be provided through not more than one room which is restricted for use as a sleeping room for children under five (5) years of age. However, all other occupancy minimums shall apply.

- B. Lighting in Public Halls and Stairways. Lighting shall be provided as follows:
  1. Public passageways and stairways in dwellings accommodating three (3) or more dwelling units or rooming units shall be provided with a convenient wall mounted light switch(es) which activates an adequate lighting system.
  2. Exterior stairways serving individual units shall be supplied with sufficient illumination to allow their safe use.
- C. Fire Regulations. All rental housing shall be provided with fire protection equipment as follows:
  1. All structures containing three (3) or more dwelling units or rooming units shall be provided with a sufficient number of fire extinguishers which are approved by the Fire Marshall. Fire extinguishers shall be properly hung in an area accessible to all tenants within the individual unit, or in the common corridors at each level and in the basement.
  2. All dwelling units and rooming houses shall be provided with smoke detectors as required.

3. Location and Installation. All smoke detectors shall be located and mounted on a ceiling or on a wall not more than twelve inches (12") from the ceiling at a point centrally located within the required area. Smoke detectors shall be located in accordance with the manufacturer's recommendation and this Code.
4. Power Source and Maintenance. Buildings required by State and local law to install smoke detectors receiving their primary source from building wiring shall comply with all applicable laws concerning installation, inspection, and maintenance. All other units may receive their primary source of power from batteries.
5. Owner's Responsibility. The owner shall be responsible for the installation and testing of all smoke detectors as a condition to occupancy.
  - a. If the unit is currently (and otherwise legally) occupied on the effective date of this Ordinance, the owner shall cause all existing smoke detectors to be tested. Any non-functioning and/or inoperable detectors and batteries shall be immediately replaced by the owner, at the owner's expense. It shall be the responsibility of the owner to provide verification of compliance with this section when requested by the City, or the owner shall be guilty of a municipal infraction.
  - b. When a unit is scheduled for occupancy by a new tenant(s), it shall be the responsibility of the owner to install and test all required smoke detectors prior to occupancy. All non-functioning and/or inoperable detectors and batteries shall be replaced at the owner's expense. The owner shall retain verification of this requirement and produce it when requested by the City, or the owner shall be guilty of a municipal infraction.
  - c. The owner shall be responsible for the installation and maintenance of all detectors and batteries located in common corridors and other areas required by law that are not under the direct control of the occupant(s).
6. Occupants Responsibility.
  - a. The occupant shall be responsible for the replacement of all batteries necessary for the proper operation of all supplied smoke detectors within the rental dwelling. The occupant shall be required to notify the owner, in writing, of any deficiencies known to exist in the supplied detector. It shall be the responsibility of the occupant to test all smoke detectors on a regular basis to insure proper operation. Failure to keep batteries replaced, as necessary for their safe operation, shall cause the occupant to be in violation of this Section and subject to a municipal infraction citation. Detectors shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to rooms used for sleeping purposes. Smoke detectors hereinafter installed in areas where sleeping rooms are on an upper level shall be placed above the stairway. When actuated, the detector shall provide an alarm for the dwelling unit or rooming unit.

D. Sanitation.

1. Toilets and Lavatory Basins. At least one toilet and one 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 said facilities.



Exception: In rooming houses where rooms are let to males only, flush urinals may be substituted for not more than one-half (1/2) of the required number of toilets.

2. Baths. At least one 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 said facilities.

E. Communal Toilets, Kitchens, and Dining Rooms.

1. 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.

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

- a. The minimum floor area of communal kitchens shall be sixty (60) square feet.
- b. Floor area in communal kitchens which permits roomers to prepare and eat meals shall be one hundred (100) square feet.
- c. The kitchen shall contain adequate food storage capacity, an approved sink, and a stove or range.
- d. It shall include at least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.
- e. It shall contain a table and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.
- f. 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.

3. Communal Dining Rooms. Every dwelling or rooming house within which the occupant of any rooming unit is permitted to prepare meals or cook within a communal kitchen containing less than one hundred (100) square feet of floor area, as provided in Section 8-5-6(E)2(b), shall contain a communal dining room which complies with the following requirements:

- a. Every communal dining room shall be located on the same floor as the communal kitchen and located as nearly adjacent to the communal kitchen as is practicable.
- b. Accessibility to the communal dining room by occupants shall be the same as requirements for communal kitchens in Section 8-5-6(E)2(f).
- c. The communal dining room shall contain a table and adequate chairs for the normal use of the facilities.
- d. Every communal dining room shall contain not less than seventy (70) square feet of floor area.

- F. Lead Based Paint. Every owner or operator of a dwelling shall comply with HUD Lead Based Paint Regulations, 24 CFR, Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act.

G. Shades, Draperies, and Window Coverings.

1. Every window in rooms used for sleeping purposes 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.
2. 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.

H. Mobile Home Tiedown Requirements. All mobile homes shall be provided with two (2) frame ties and two (2) over-the-top tiedowns equal to or better than the specifications outlined in booklet TR-75 published by the Department of Defense.

**8-5-7 Owners Responsibilities.**

A. Maintenance of Structure.

1. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, porch, guardrail, sidewalk, and appurtenance thereto shall be maintained in a safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.
2. Every foundation, floor, exterior wall, exterior door, window, and roof shall be maintained in a reasonably weather tight, watertight, rodent proof, and insect proof condition.
3. Every door and window to include all hardware associated with every door and window shall be maintained in good and functional condition and shall fit reasonably well within its frame.
4. 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 providing privacy.

B. Maintenance of Accessory Structures.

1. Every foundation, exterior wall, roof, window, exterior door, 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 maintained in a reasonably watertight, structurally sound condition capable of withstanding imposed wind and snow loads.
2. Security. Every accessory building and/or garage shall be secured against unauthorized entry, or it shall be declared a public nuisance subject to abatement and/or civil penalty. It shall be the responsibility of the person(s) having the possession and use of the accessory building to comply with this Section.

C. Drainage.

1. Rainwater Drainage. Rainwater shall be directed away from the building so as to prevent water damage to the structure.

2. Grading and Drainage. Every premises shall be graded and drained so no stagnant water will accumulate or stand thereon.

Exception: This Section shall not affect the existence or maintenance of approved storm water detention systems.

D. Chimneys. Every chimney shall be adequately supported and maintained in a reasonably good state of repair.

E. Protection of Exterior Wood Surfaces. All exterior wood surfaces of a dwelling and its accessory structures, porches, and similar appurtenances shall be protected from the elements and against decay by a non-lead based paint or other approved protective covering.

Exception: Any exterior wood surface comprised of a type or species of wood or which has been treated to resist decay and infestation shall be exempted from the above listed requirement when approved by the Inspector.

F. Egress from Structure. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times. If the means of egress is a fire escape, it shall be maintained in a good state of repair. Egress via exterior stairways shall be provided with sufficient illumination to allow for their safe use by the occupant.

G. Screening. Every openable exterior window, door, or similar device intended to be used for ventilation in a non-air conditioned environment, shall be supplied with properly fitted screens of not less than sixteen (16) mesh to the inch. All doors leading into common stairways or corridors shared by more than one tenant shall be supplied with screening sufficient to allow ventilation into the common areas when such areas are not air conditioned. Such screening shall be maintained in good repair.

H. 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.

I. Maintenance of Supplied Plumbing Fixtures. Every supplied plumbing fixture and water and waste pipe shall be maintained in a good and sanitary working condition. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times. (Except during maintenance and repair.)

J. Maintenance of Gas Appliances and Facilities.

1. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, and obstruction causing reduced pressure or volume.

2. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.

K. Maintenance of Heating and Supplied Cooling Facilities. The heating equipment of each dwelling shall be maintained in a good, safe working condition and shall be capable of heating all habitable rooms and bathrooms located therein to the minimum temperature required by this Code. However, heating and supplied cooling equipment shall not be required to be maintained in operational condition during what is considered to be off season periods. Owners of rental properties with fuel burning furnaces that are 10 years or older or that have been inoperative for one

year or longer are required to have annual carbon monoxide tests. Tests must be performed by a properly certified and registered mechanical contractor. Owners shall immediately notify the Inspection Department of failed tests. Owners shall provide a legible certified copy of successful test results to the Inspection Department not later than 30 days after the test. This requirement does not apply if a carbon monoxide detector is installed within 10' of the furnace.

- L. Floors. Every toilet room floor surface, bathroom floor surface, and kitchen floor surface shall be maintained so as to permit them to be kept in a clean, dry, and sanitary condition.
- M. Supplied Facilities. No supplied facility shall be removed, shut off, or disconnected from any occupied dwelling unit or rooming unit except for such temporary interruption(s) as may be necessary while actual (and active) repairs, replacements, or alterations are being made, unless authorized by court order.
- N. Maintenance of Sanitary Facilities. All toilets, baths, and lavatory basins shall be maintained in good working condition.
- O. Fire Protection. All fire extinguishers and early warning fire protection systems shall be maintained in good working condition at all times.
- P. Pest Extermination. The property owner shall be responsible for extermination of pests when it is determined by the Health Officer, or his or her designate, that the infestation is present in two (2) or more dwelling units or rooming units within a dwelling.
- Q. Garbage Disposal. Every owner of a dwelling shall supply an approved exterior location for the disposal of garbage and in compliance with the City Code for Muscatine, Iowa.
- R. Occupancy Control. A dwelling unit shall not exceed occupancy maximums.
- S. Cooking in Rooming Units. No owner or operator shall knowingly allow the use of cooking equipment within any rooming unit.

#### **8-5-8 Occupant's Responsibilities.**

- A. Occupant Responsible for Controlled Areas. 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, to include:
  - 1. Every floor and floor covering shall be kept reasonably clean and sanitary.
  - 2. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.
  - 3. No dwelling shall be used for the storage or handling of refuse, except as provided in this Code.
- B. 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 reasonable care, proper use, and proper operation thereof.

- C. Extermination of Pests. Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests on the premises. Every occupant of a dwelling containing two (2) or more dwelling units or rooming units shall be responsible for such extermination within the unit occupied by him or her whenever said unit is the only one infested. However, whenever it is determined by the Health Officer, or his or her designate, that infestation is caused by failure of the owner to maintain a dwelling in a reasonably rodent proof and/or insect proof condition, extermination shall be the responsibility of the owner.
- D. 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 container(s) required by the City Code of Muscatine, Iowa.
- E. 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 structural elements or attached thereto. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit. Multiplug connectors may only be used when they are equipped with an overcurrent device and individually approved by the Inspector.
- F. 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 reasonable care, proper use and proper operation thereof.
- G. Preparation of Meals in Rooming Units Prohibited. No occupant of a rooming unit shall prepare meals in his or her rooming unit unless an approved kitchen and/or dining room is contained within the rooming unit or in accordance with communal facilities outlined in Section 8-5-6 of this Code.
- H. Occupancy Control. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the occupancy standards outlined in Section 8-5-5 of this Code.

#### **8-5-9 Substandard Buildings.**

- A. Definition. Any building or portion thereof, including any dwelling, dwelling unit, rooming unit, guest room, or the premises on which the same is located, in which there exists a violation of this Code to the extent that the violation endangers the life, limb, health, property, safety, or welfare of the public or the occupant(s) thereof shall be deemed and hereby is declared to be a substandard building.
- B. Substandard Buildings. All buildings or portions thereof which are determined to be substandard are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure specified in Section 9-3-3(R) of this Code.

## **8-5-10 Notices and Orders of Building Official.**

### **A. General.**

1. Commencement of Proceedings. Whenever the Building Official has inspected, or caused to be inspected, any building or portion thereof and has found and determined that such building or portion thereof is a substandard building, he or she shall commence proceedings to cause the repair, rehabilitation, vacation, or demolition of the building or portion thereof.
2. Notice and Order. The Building Official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:
  - a. The street address and a legal description sufficient for identification of the premises upon which the building is located.
  - b. A statement that the Building Official has found the building to be substandard with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 9-3-3 (R8) of this Code.
  - c. A statement of the action required to be taken as determined by the Building Official.
    - i. If the Building Official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefore and the work commenced within such time (not to exceed sixty [60] days from the date of the order) and completed within such time as the Building Official shall determine is reasonable under all the circumstances.
    - ii. If the Building Official has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a certain time from the date of the order as determined by the Building Official to be reasonable, given the nature of the violation(s).
    - iii. If the Building Official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the Building Official shall determine reasonable (not to exceed sixty [60] days from the date of the order), that all required permits be secured therefore within sixty (60) days from the date of the order, and that the demolition be completed within such time as the Building Official shall determine is reasonable.
  - d. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the Building Official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.

- e. Statements advising (i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the Building Official to the City Council, provided the appeal is made in writing as provided in this Code and filed with the Building Official within thirty (30) days from the date of service of such notice and order, and (ii) that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.
3. Service of Notice and Order. The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property. The failure of the Building Official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed on him by the provisions of this Section.
  4. Method of Service. Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at his address as it appears on the last assessment roll of the county or as known to the Building Official. If no address of any such person so appears or is known to the Building Official, then a copy of the notice and order shall be posted on the property where the violation exists. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner herein provided shall be effective on the date of mailing.
  5. Proof of Service. Proof of service of the notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the person effecting service, declaring the time, date, and manner in which service was made. The declaration, together with any receipt card returned in acknowledgment of receipt by certified mail shall be affixed to the copy of the notice and order retained by the Building Official.
- B. Recordation of Notice and Order. If compliance is not had with the order within the time specified therein, and no appeal has been properly and timely filed, the Building Official may file in the Office of the County Recorder a certificate describing the property and certifying (i) that the building is a substandard building, and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a substandard building on the property described in the certificate, the Building Official shall file a new certificate with the County Recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer substandard, whichever is appropriate.
- C. Repair, Vacation, and Demolition.
1. Standards to be Followed. The following standards shall be followed by the Building Official (and by the City Council or Housing Board if an appeal is taken) in ordering the repair, vacation, or demolition of any substandard building or structure:
    - a. If any building declared a substandard building under this ordinance shall either be repaired in accordance with the current Building Code or shall be demolished at the option of the building owner.

- b. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or of the occupants, it shall be ordered to be vacated.

D. Notice to Vacate.

1. Posting. Every notice to vacate shall, in addition to being served as provided in Section 8-5-10(A)3, be posted at or upon each exit of the building and shall be in substantially the following form:

DO NOT ENTER UNSAFE TO OCCUPY

It is a misdemeanor to enter this building or remove or deface this notice. Any person(s) found inside this building are subject to immediate arrest. Building Department, City of Muscatine.

2. Compliance. Whenever such notice is posted, the Building Official shall require that the owner comply with all provisions of the Housing Code with respect to occupancy prior to removal of the posting, and subsequent occupancy of the building send a notification there of in the notice and order issued by him under Section 8-5-10(A)(2), reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been so posted, except that entry may be made to repair, demolish, or remove such building under permit. Nothing contained herein shall prevent authorized person(s) from entering the property for the sole purpose of removing personal belongings during all reasonable hours, with prior notification and approval of the City.

No person shall remove or deface any such notice after it is posted until the required repairs, demolition, or removal have been completed and a Certificate of Structural Compliance Occupancy issued pursuant to the provisions of the Building Code. Any person violating this subsection shall be guilty of a misdemeanor.

**8-5-11 Appeals.**

- A. Appeal to Council or Housing Appeals Board. In any instance where a party is left aggrieved by an adverse action of the Building Official under this Chapter, such person shall have an opportunity to appeal the decision to the City Council or an equivalent Housing Appeals Board formed by Council as allowed by State law. The Council or equivalent board established by Council as allowed by law shall render all decisions and findings in writing to the appellant with a copy to the Building Official. Appeals shall be processed in accordance with the provisions contained in Section 8-5-11(B) of this Code.
- B. Form of Appeal. Any person entitled to service under this Code may appeal any notice and order or any action of the Building Official under this Code by filing at the office of the Building Official a written appeal containing:
  1. A heading in the words: "Before the City Council of the City of Muscatine, Iowa"
  2. A caption reading: "Appeal of \_\_\_", giving the names of all appellants participating in the appeal.



3. A brief statement setting forth the legal interest of each of the appellants in the building or land involved in the notice and order.
  4. A brief statement in ordinary and concise language of that specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
  5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified, or otherwise set aside.
  6. The signatures of all parties named as appellants and their official mailing address.
  7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.
- C. Filing of the Appeal. The appeal shall be filed within thirty (30) days from the date of the service (or other such time as may have been imposed by the Building Official based on the type of violation) of such order or action of the Building Official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or adjacent property, or has otherwise been declared a Public Nuisance as contained elsewhere herein, and is ordered vacated and is posted in accordance with this Code, such appeal shall be filed within ten (10) days from the date of the service of the notice and order of the Building Official.
- D. Processing of Appeal. Upon receipt of any appeal filed pursuant to Section 8-5-11(C), the Building Official shall present it to the City Council in accordance with this Chapter. The Council shall then proceed by scheduling and noticing appellant as provided under Section 8-5-11(E) or by establishing or forwarding as soon as practicable the appeal to an equivalent Housing Appeals Board formed by Council as allowed by State law, which Board shall then schedule and notice appellant as provided in Section 8-5-11(E).
- E. Scheduling and Notice of Appeal for Hearing. As soon as practicable after receiving the written appeal, the City Council or Housing Appeals Board shall fix a date, time, and place for hearing of the appeal by Council or the Board. Such date shall be not less than seven (7) days nor more than thirty (30) days from the date the appeal was filed with the Building Official. Written notice of the time and place of the hearing shall be given at least five (5) days prior to the date of the hearing to each appellant by the secretary of the Council or Board, either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his address shown on the appeal.
- F. Effect of Failure to Appeal. Failure of any person to file an appeal in accordance with the provisions of this Code shall constitute a waiver of his or her right to an administrative hearing and adjudication of the notice and order or to any portion thereof.
- G. Scope of Hearing on Appeal. Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

- H. Staying of Order Under Appeal. Except for vacation orders made pursuant to Section 8-5-10, enforcement of any notice and order of the Building Official issued under this Code shall in abeyance during the pendency of an appeal therefrom which is properly and timely filed.

### **8-5-12 Procedures for Conduct of Hearing Appeals.**

A. General.

1. Record. A record of the entire proceedings shall be made by tape recording, or by any other means of permanent recording determined to be appropriate by Council or the Housing Appeals Board.
2. Reporting. The proceedings at the hearing shall also be transcribed from the recording if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefore. Such fees may be established by Council, but shall in no event be greater than the cost involved.
3. Continuances. Council or the Appeals Board may grant continuances for good cause shown.
4. Oaths, Certification. In any proceedings under this chapter, Council or the Appeals Board, or any member thereof, has the power to administer oaths and affirmations and to certify to official acts.
5. Reasonable Dispatch. Council or the Appeals Board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

- B. Form of Notice of Hearing. The notice to appellant shall be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before the City Council/or the Housing Appeals Board at.... on the \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_, at the hour \_\_, upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents, or other things by filing an affidavit therefore with the City Council or Housing Appeals Board."

C. Subpoenas.

1. Filing of Affidavit. The Council or Housing Appeals Board and any appellant(s) may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of Council or the Housing Appeals Board or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefore which states the name and address of the proposed witness, specifies the exact things sought to be produced and the materiality thereof in detail to the issues involved, and states that the witness has the desired things in his possession or under his control. A subpoena need not be issued when the affidavit is defective in any particular.
2. Penalties. Any person who refuses without lawful excuse to attend any hearing or to produce material evidence in his possession or under his control, as required by any subpoena served upon such person as provided for herein, shall be guilty of a misdemeanor.

D. Conduct of Hearing.

1. Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
2. Oral Evidence. Oral evidence shall be permitted.
3. Hearsay Evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over an objection in civil actions in courts of competent jurisdiction in this state.
4. Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdictions in this state.
5. Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
6. Rights of Parties. Each party shall have these rights, among others:
  - a. To call and examine witnesses on any matter relevant to the issues of the hearing.
  - b. To introduce documentary and physical evidence.
  - c. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing.
  - d. To impeach any witness regardless of which party first called him to testify.
  - e. To rebut the evidence against him.
  - f. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

7. Official Notice.

- a. What May be Noticed. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the Council or Housing Appeals Board or departments and ordinances of the City or rules and regulations of the Council or the Board.
- b. Parties to be Notified. Parties present at the hearing shall be informed of the matters to be noticed and these matters shall be noted in the record, referred to therein, or appended thereto.
- c. Opportunity to Refute. Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority; the manner of such refutation to be determined by the Board or hearing examiner.
- d. Inspection of the Premises. Council or the Board may inspect any building or premises involved in the appeal during the course of the hearing, provided that (i) notice of such inspection shall be given to the parties before the inspection is made, (ii) the parties are given an opportunity to be present during the inspection, (iii) only those items listed in the official notice may be noted during the inspection, and (iv) the Council or Board shall state for the record, upon completion of the inspection, the material facts observed and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the Council or Board.

E. Method and Form of Decision.

1. Hearing Before Council or the Board Itself. Where a contested case is heard before the Council or the Board, no member thereof who did not hear the evidence or has not read the entire record of the proceedings shall vote on or take part in the decision.
2. Form of Decision. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant personally or sent to him by mail, postage prepaid, at the address listed on the appeal.
3. Effective Date of Decision. The effective date of the decision shall be as stated therein.
  - a. Any appellant aggrieved by any decision may appeal the same to the District Court of Muscatine County within thirty (30) days after receiving the decision of Council or the Board.

**8-5-13 Enforcement of Orders from Building Official, City Council, the Housing Board.**

A. Compliance.

1. General. After any order of the Building Official, Council, or the Housing Board made pursuant to this Code shall have become final, no person to whom any such order is directed shall fail, neglect, or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.

2. Failure to Obey Order. If, after any order of the Building Official, Council, or Housing Board made pursuant to this Code has become final, the person to whom such order is directed shall fail, neglect, or refuse to obey such order, the Building Official may (i) cause such person to be prosecuted under subsection 1 of this section, or (ii) institute any appropriate action to abate such building as a public nuisance.
3. Failure to Commence Work. Whenever the required repair or demolition is not commenced within the time specified in the final notice and order issued under this Code:

- a. The Building Official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

SUBSTANDARD BUILDING DO NOT OCCUPY

It is a misdemeanor to occupy this building or to remove or deface this notice. Any unauthorized person(s) found inside this building are subject to immediate arrest. Building Official - City of Muscatine.

- b. No person shall occupy any building which has been posted as specified in this subsection. No person shall remove or deface any such notice so posted until the repairs, demolition, or removal ordered by the Building Official have been completed and a Certificate of Structural Compliance issued pursuant to the provisions of this Code.
  - c. The Building Official may, in addition to any other remedy herein provided, order demolition to cause the building to be demolished and the materials, rubble, and debris therefrom removed and the lot cleaned. Any such demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this Code.
- B. Extension of Time to Perform Work. Upon receipt of an application from the person required to conform to the order and an agreement by such person that he or she will comply with the order if allowed additional time, the Building Official may, in his or her discretion, grant an extension of time, not to exceed an additional one hundred twenty (120) days, within which to complete said repair, rehabilitation, or demolition if the Building Official determines that such extension of time will not create or perpetuate a situation imminently dangerous to life or property.
- C. Interference with Repair or Demolition Work Prohibited. No person shall obstruct, impede, or interfere with any officer, employee, contractor, or authorized representative of the City or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated, or demolished under the provisions of this Code whenever such officer, employee, contractor, or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building pursuant to the provisions of this Code or in performing any necessary act preliminary to or incidental to such work as authorized or directed pursuant to this Code.

## **8-5-14 Performance of Demolition.**

### A. General.

1. Procedure. When any work, repair, or demolition is to be done pursuant to this Code, the Building Official shall cause the work to be accomplished by private contract under the direction of the Building Official. Plans and specifications therefor may be prepared by the Building Official, or he or she may employ such architectural and engineering assistance on a contract basis as he or she may deem reasonably necessary.
2. Costs. Costs incurred under Section 8-5-14(A)(1) shall be paid out of the City treasury. Such costs shall be charged to the owner of the premises involved and levied as a special assessment against the land on which the building or structure is located, and shall be certified to the County Treasurer for collection in the manner provided for other taxes.

*(Code of Iowa, Sec. 364.12[3h])*