



COMMUNITY DEVELOPMENT DEPARTMENT

City Hall - 215 Sycamore St
Muscatine, IA 52761-3840
(563) 262-4141
Fax (563) 262-4142

Planning • Zoning • Building Safety • Construction Inspection Services • Public Health • Housing Inspections • Code Enforcement

MEMORANDUM

To: Mayor and City Council Members

Cc: Greg Jenkins, Interim City Administrator
Jodi Royal-Godwin, Community Development Director

From: Andrew Fangman, Assistant Community Development

Date: April 2, 2020

Re: An Ordinance Amending the Rental Housing Code and Relocating the Rental Housing Code and Other Specific Sections of City Code Relating to the Regulation of Property Maintenance to a Newly Created Title Within City Code, Title 16 – Rental Housing and Property Maintenance Regulations

The attached ordinance is the culmination of a nearly year long process to update the City's rental housing regulations. As directed by a consensus of City Council at the March 12, 2019, in-depth meeting, this ordinance adopts the draft of the rental housing code that was presented to City Council. In addition to adopting the updated rental housing code, this ordinance will relocate the rental housing code and certain other property maintenance regulations within City Code.

This ordinance adds *Title 16 – Rental Housing and Property Maintenance Regulations* to City Code. The intent of this new Title is to create a single location within City Code for the regulation of maintenance, upkeep, conditions of property, and the process by which these regulations are implemented. The updated rental housing code is a chapter within this new title.

Currently rental housing regulations are located within Chapter 5 of Title 8 of City Code. To better organize and make City Code easier to use, the new title is being created and Chapter 5 will be relocated to this section. Chapter 5 of Title 8 also contains regulations relating to substandard buildings and the process by which appeals relating to rental housing regulations or substandard buildings are heard. These portions will also be relocated to the new Title 16, but with no changes to text.

The balance of Title 8 will remain unchanged, these chapters include the Building Code, Electrical Code, Plumbing Code, Mechanical Code, Fuel Gas Code, and the Residential Building Code, as well as the regulation of demolition and moving of buildings, and address assignment.

The proposed Title 16 is also structured to accommodate the possible adoption of a property maintenance code by future Council action. Council has previously indicated a desire to adopt more comprehensive regulations regarding the minimum maintenance of all properties, not just rental properties. Upon adoption of the revised rental housing code, staff will begin working on other components of property maintenance for Council consideration.

ORDINANCE NO. 2020-0119

**AN ORDINANCE AMENDING THE RENTAL HOUSING CODE
AND RELOCATING THE RENTAL HOUSING CODE AND
OTHER SPECIFIC SECTIONS OF CITY CODE RELATING TO
THE REGULATION OF PROPERTY MAINTENANCE TO A
NEWLY CREATED TITLE WITHIN CITY CODE, TITLE 16 –
RENTAL HOUSING AND PROPERTY MAINTENANCE
REGULATIONS**

WHEREAS, an update to the City of Muscatine Rental Housing Code, which establishes minimum standards for rented dwelling units and an inspection and licensing system to ensure that said standards are being complied with, has been prepared; and

WHEREAS, the intent of this update to the Rental Housing Code is to; update rental inspection standards; make regulatory language easier to understand; streamline rental licensing, registration, and inspection process; and centralize all City Code provisions relating to rental housing into one single chapter; and

WHEREAS, in order to create a single and easy to find location within City Code for the Rental Housing Code and other regulations relating to property maintenance, Title 16 - Rental Housing and Property Maintenance Regulations is being added to City Code; and

WHEREAS, in addition to being the location within City Code for the Rental Housing Code, other existing portions of City Code related to substandard buildings and property maintenance, specifically Sections 8-5-1(D), 8-5-9, 8-5-10, 8-5-11, 8-5-12, 8-5-13, 8-5-14, and 9-3-15 are being relocated to the new Title 16.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF MUSCATINE, IOWA:**

SECTION 1. Title 16 - Rental Housing and Property Maintenance Regulations, attached hereto as Exhibit A, is adopted as part of the City Code of Muscatine, Iowa, the entire City Code, and Exhibit A is available in the City Clerk's Office or online at www.muscatineiowa.gov.

SECTION 2. Chapter 5 of Title 8 is hereby deleted and is replaced with the following text "Chapter 5 – Reserved"

SECTION 3. Section 15 of Chapter 3 of Title 9 is hereby deleted.

SECTION 4. 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 5. Any Ordinance or part thereof in conflict or inconsistent with the provisions of this Ordinance is repealed.

SECTION 6. This ordinance shall be in effect from and after the passage and approval and publication of this ordinance, as provided by law

PASSED, APPROVED AND ADOPTED this 2nd day of April, 2020.

Attest

**By the City Council of the City of
Muscatine, Iowa**

Diana L. Broderson, Mayor

**Greg Jenkins
Interim City Clerk**

First Reading:
Second Reading:
Third Reading:
Publication:

Title 16 –Rental Housing & Property Maintenance Regulations

Chapter 1 – Definitions

Chapter 2 – Enforcement

Chapter 3 – Appeals

Chapter 4 – Rental Housing Code

Chapter 5 – Reserved

Chapter 6 – Substandard Buildings

Chapter 7 – Abandoned or Unsafe Buildings — Abatement by Rehabilitation

Title 16 – Housing, Rental Housing, and Property Maintenance Regulations

Chapter 1 – Definitions

16-6-1 Definitions

A. Scope

Unless otherwise expressly stated, the following terms shall, for the purposes of this Title, have the meanings shown in this Chapter.

B. Interchangeability

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

C. Terms not defined

Where terms are not defined through the methods authorized by this Chapter, such terms shall have ordinarily accepted meanings such as the context implies.

Abate - To end a nuisance, emergency, or nonconformance.

Bathroom - A room containing plumbing fixtures including a bathtub or shower.

Bedroom - Any room or space used or intended to be used for sleeping purposes in either a dwelling unit or sleeping unit.

Building – Any structure used or intended for supporting or sheltering any use or occupancy.

Building Official - The Community Development Director or official designee, or any duly authorized representative of the City of Muscatine who is charged with the administration and enforcement of this Chapter.

Carbon Monoxide Alarm - One or more devices, including but not limited to combination carbon monoxide alarm/smoke alarms, which detect carbon monoxide gas for the purpose of alerting occupants by a distinct audible signal, which incorporate a sensor, control components, and an alarm notification appliance in a single unit operated from a power source either in the unit or obtained at the point of installation, and which meet the standards established by the Underwriters Laboratories (UL). All carbon monoxide alarms shall meet the requirements of the National Fire Protection Association (NFPA) Standard 720, 2013 edition, and be UL listed in accordance with UL 2034.

Carbon Monoxide Detection System - A system or portion of a combination system which consists of a control unit, components, and circuits arranged to monitor and annunciate the status of carbon monoxide alarm initiating devices and to initiate the appropriate response to those signals, and which meets the standards established by the Underwriters Laboratories (UL). All carbon monoxide detection systems shall meet the requirements of the National Fire

Protection Association (NFPA) Standard 720, 2013 edition, shall display a label or other identification issued by an approved testing agency, and shall be UL listed in accordance with UL 2075.

City Code – The Municipal Code of the City of Muscatine, Iowa, 2015.

Communicating Opening - A door, window, or any other opening which allows air to be exchanged between a fuel-burning appliance or garage and a sleeping unit or dwelling unit.

Dwelling unit - A room or suite of rooms used for human habitation which provide complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Egress - An arrangement of exit routes to provide a means of exit from buildings and/or premises

Escape and Rescue Opening – An operable window, door, or similar device that provides for a means of escape and access for rescue in the event of an emergency.

Extermination - The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

Fuel - Coal, kerosene, oil, fuel gases, or other petroleum products or hydrocarbon products such as wood that emit carbon monoxide as a byproduct of combustion.

Fuel-Burning or Fuel-Fired -An appliance, heater, furnace, or fireplace which uses and combusts fuel as part of its designed use.

Good Repair - Properly installed, safe, stable, and maintained sufficiently free of defects or deterioration so as to be functional for current use.

Guard - A building component or a system of building components located at or near the open sides of elevated walking surfaces (such as decks, porches, balconies, stairways) that minimizes the possibility of a fall from the walking surface to a lower level.

Habitable Room – Room or enclosed space having a minimum of 70 square feet of total floor area within a dwelling unit or rooming unit used or intended to be used for living, sleeping, cooking and eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, corridors, closets, storage spaces and stairways.

Habitable Space - Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

Imminent Danger - A condition which could cause serious or life-threatening injury or death or due to structurally unsound conditions, any portion of the structure is likely to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person on the property or to a person or property nearby at any time

Infestation - The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

Listed - Equipment, materials, products or services included in a list published by an organization acceptable to the state fire marshal or local fire code official and concerned with evaluation of products or services that maintains periodic inspection of production of listed equipment or materials or periodic evaluation of services and whose listing states either that the equipment, material, product or service meets identified standards or has been tested and found suitable for a specified purpose. All carbon monoxide alarms, combination carbon monoxide alarm/smoke alarms, and carbon monoxide detection systems installed under these rules must be listed with the Underwriters Laboratories.

Open-ended corridor - An interior corridor that is open on each end and connects to an exterior stairway or ramp at each end with no intervening doors or separation from the corridor.

Operator - Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

Owner - Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Rental Facility – Any dwelling unit or rooming house, or part thereof, for which the owner has or intends to enter into a written or verbal agreement with a person to exchange some cash, goods, or services in exchange for permission to occupy the dwelling, as a residence, for a specified period of time.

Rental Facility License - A license issued by the City of Muscatine which grants the owner or operator the option of letting a dwelling unit for rent and showing that the dwelling unit for which it is issued was in compliance with the applicable provisions of this chapter at the time of issuance.

Rooming House - A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

Rooming Unit - Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

Sanitary – A clean condition which guards against disease, illness or infection, or the growth of harmful bacteria.

Separate Sleeping Area -An area containing bedrooms which is separated from the sleeping area by a use area such as a kitchen or living room (but not a bathroom).

Sleeping Area - An area of a dwelling unit containing bedrooms which are separated from each other by no use area other than a bathroom.

Sleeping Unit - A room or space in a building in which people sleep, which can also include permanent provisions for living, eating, and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units. Rooming units in which people sleep are also sleeping units.

Structure – That which is built or constructed.

Toilet Room - A room containing a toilet or urinal but not a bathtub or shower.

Tenant - In the context of this Chapter, an occupant of a rental dwelling unit who has entered into a written or verbal agreement to exchange some cash, goods, or services in exchange for permission to occupy the dwelling, as a residence, for a specified period of time.

U.L. Listed - Tested and listed by Underwriters' Laboratories, Inc.

Vermin - Cockroaches, mice, rats, and similar pests that carry disease.

Workmanlike - Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

Title 16 – Housing, Rental Housing, and Property Maintenance Regulations

Chapter 2 – Enforcement

Sections

16-2-1 Authority

16-2-2 Rights of Entry

16-2-1 Authority

The Building Official, or his or her designated representative, is hereby authorized and directed to enforce all of the provisions of this Title. For such purposes, he or she shall have the powers of a law enforcement officer.

16-2-2 Rights of Entry

Whenever necessary to make an inspection to enforce any of the provisions of this Title, 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 City Code violation which makes.

Title 16 – Housing, Rental Housing, and Property Maintenance Regulations

Chapter 3 – Appeals

Sections

- 16-3-1 Appeal to Council or Housing Appeals Board
- 16-3-2 Form of Appeal
- 16-3-3 Filing of Appeal
- 16-3-4 Processing of Appeal
- 16-3-5 Scheduling and Notice of Appeal for Hearing
- 16-3-6 Effect of Failure to Appeal
- 16-3-7 Scope of Hearing on Appeal
- 16-3-8 Staying of Order Under Appeal
- 16-3-9 Procedures for Conduct of Hearing Appeals

16-3-1 Appeal to Council or Housing Appeals Board

- A.** In any instance where a party is left aggrieved by an adverse action of the Building Official under Title 16 of City Code, 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.
- B.** 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.
- C.** Appeals shall be processed in accordance with the provisions contained in Section 16-3-2 of this Code.

16-3-2 Form of Appeal

Any person entitled to service under Title 16 of City Code may appeal any notice and order or any action of the Building Official under Title 16 of City Code by filing at the office of the Building Official a written appeal containing:

- A.** A heading in the words: "Before the City Council of the City of Muscatine, Iowa"
- B.** A caption reading: "Appeal of _____", giving the names of all appellants participating in the appeal.
- C.** A brief statement setting forth the legal interest of each of the appellants in the building or land involved in the notice and order.
- D.** 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.

- E. 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.
- F. The signatures of all parties named as appellants and their official mailing address.
- G. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

16-3-3 Filing of 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.

16-3-4 Processing of Appeal

Upon receipt of any appeal filed pursuant to Section 16-3-4, 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 16-3-4 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 16-3-4.

16-3-5 Scheduling and Notice of Appeal for Hearing

- A. 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.
- B. 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.
- C. 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.

16-3-6 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.

16-3-7 Scope of Hearing on Appeal

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

16-3-8 Staying of Order Under Appeal

Except for vacation orders made pursuant to Section 16-6-3, enforcement of any notice and order of the Building Official issued under Title 16 of City Code shall in abeyance during the pendency of an appeal therefrom which is properly and timely filed.

16-3-9 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

- a. The proceedings at the hearing shall also be transcribed from the recording if requested by any party thereto.
- b. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefore.
- c. 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

- a. 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.
- b. 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.
- c. 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

- 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.

Title 16 – Housing, Rental Housing, and Property Maintenance Regulations

Chapter 4 – Rental Housing Code

Sections

16-4-1 General

16-4-2 Rental Facility License Required

16-4-3 Rental Facility License Issuance

16-4-4 Rental Facility Inspection

16-4-5 Rental Facility License Revocation

16-4-6 Change in License Application Information or Transfer of Property

16-4-7 Rental Facility Standards

16-4-1 General

A. Title

This chapter and all provisions incorporated in this chapter, by reference or otherwise, shall be known as the Rental Housing Code of the City of Muscatine Code and hereafter will be referred to as this "Chapter".

B. Intent

The purpose of this Chapter is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the use, occupancy and maintenance of all residential rental buildings and related structures within the city and to establish a program of regular rental inspections.

C. Scope

The provisions of this chapter shall apply to all buildings or portions thereof which are non-owner occupied; which are used or intended to be used for human occupancy; and which requires a payment in money, goods, labor, service to be made by the occupant to the owner for the possession or use thereof.

D. Warning

No person shall place reliance upon this chapter, any inspections performed or licenses 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 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 pursuant to this chapter shall

not in any way constitute a warranty or guarantee of the safety or quality of that premises.

E. Indemnification

The applicant for any Rental Facility License issued under this chapter, by making such application, 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 the doing of anything thereunder, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this chapter or any other ordinance of the city; and such applicant, 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 issued under this chapter whether expressly recited therein or not.

F. Violation

Any person who shall violate a provision of this Chapter, or fail to comply therewith, or with any of the requirements thereof, shall be subject to a fine and/or municipal infraction as provided for in Chapter 3 of Title 1 of City Code, the amount of which shall be established by resolution of the city council and set out in Appendix D of City Code. Violation of this code may also result in revocation of a Rental Facility License in addition to any fines levied.

G. Other Codes and Regulations

1. This chapter shall be applied in conjunction with other chapters and titles of City Code and nothing in this chapter shall be interpreted as prohibiting or limiting enforcement by the Community Development Department or any other City departments of any portion of City Code as adopted and amended.
2. In cases where the provisions of this chapter are found to be in conflict with provisions of City Code or any applicable provision State or Federal law or regulations, the provisions of which establish the higher standards for the promotion and protection of the health and safety of the people shall prevail.
3. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions contained within City Code, which includes, but is not limited to the Building Code, Housing Code, Fire Code, Fuel Gas Code, Mechanical Code, Residential Code, Plumbing Code, and the Electrical Code.

H. Appeals

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 16-3 of City Code.

16-4-2 Rental Facility License Required

No person shall rent, or offer for rent, any dwelling unit or rooming unit for use in whole or in part for human habitation, unless a valid Rental Facility License exists for each dwelling unit or rooming unit.

16-4-3 Rental Facility License Issuance

A. Application Requirements

1. The application shall be on such form and detail as prescribed by the Community Development Department.
2. An application for a Rental Facility License shall be made to the Community Development Department at least 30 days prior to initial occupancy of a dwelling unit as a rental facility.
3. Unless notified otherwise by the owner, an application for the renewal of an expiring Rental Facility License shall be deemed to be automatically submitted 60 days prior to expiration with no action required by the owner or authorized agent. This automatic submission shall use the information on file for the rental facility, which as per Section 16-4-8(B) has to be current and up to date.

B. Rental Facility License Inspection Fees

1. Rental Facility License inspection fees, including fees for reinspection and a fee for the inspection of an occupied but unlicensed rental facility, shall be as set forth by resolution of the City Council and as set out in Appendix D to this Code of Ordinances.
2. A Rental Facility License inspection fee shall be due 30 days after the scheduled inspection date.
3. **Late Payment Penalty**
 - a. A late payment penalty of a \$25 shall be added to a Rental Facility License inspection fee not paid by its due date.
 - b. If a Rental Facility License inspection fee is not paid within 30 days of its due date a monthly interest of 1.5% on, the original amount due plus the late payment penalty of \$25, shall be charged.

- c. The city shall send a notice of the late payment penalty to an owner subject to the payment penalty by first class mail.
- d. The late payment penalty and the interest shall not accrue if such owner files an appeal with the City, under the provision of Section 16-3, or the district court.
- e. Any unpaid fee, penalty, or interest shall constitute a lien on the real property and may be collected in the same manner as a property tax.
- f. Before a lien is filed, the City shall send a notice of intent to file a lien to the owner subject to the late payment penalty by first class mail to such owner.

(Code of Iowa, Sec. 364.17[5])

C. Grounds for Issuance

The Community Development Department shall issue a Rental Facility License once all of the following criteria has been met.

- 1. Submission of a complete application, accurately providing all requested information, on forms provided by the Community Development Department.
- 2. The dwelling unit or rooming unit for which the Rental Facility License is being applied for passes the Rental Facility License inspection per the provisions of Section 16-4-4.

D. Period of Validity for a Rental Facility License

A Rental Facility License shall expire three years from the date of the initial Rental Facility License inspection.

16-4-4 Rental Facility License Inspection

A. Appointments for Initial Inspections

- 1. Appointments for the initial inspection of previously unregistered or new dwelling units or rooming units shall be scheduled by the Community Development Department upon receipt of a complete application for a Rental Facility License.
- 2. The initial inspections for the renewal of an expiring Rental Facility License shall be scheduled by the Community Development Department no sooner than 60 days prior to the expiration of the license. If necessitated by the availability of inspectors, the Community Development Department, at its discretion, may schedule the initial inspection later than 60 days prior to the expiration of expiring license. If this occurs, the validity of expiring license shall be extended so that it expires 60 days after the scheduled date of initial inspection.
- 3. The owner may request the appointment to be rescheduled. However, the initial inspection shall be performed within 30 days of the originally scheduled inspection date.

4. If a dwelling unit or rooming unit is vacant and is undergoing construction or repair the owner may request the appointment for initial inspection for said unit to be postponed until the construction/repair work has been completed.

B. Notice of Inspection

1. The owner shall notify all tenants of an inspection at least 24 hours prior to scheduled inspection, in accordance with Section 562A.19(3) of Iowa Code.
2. Failure to provide tenants the required notice of inspection shall result in the inspection being rescheduled and a no-show fee, as set forth by resolution of the City Council in Appendix D to this Code of Ordinances, shall be charged to the owner

C. Presence of Owner or Authorized Representative Required

1. The owner or authorized representative must be present at each inspection. For purposes of this section, anyone under the age of 18 shall not be considered an authorized representative of an owner.
2. If the owner or authorized representatives fails to be present at an inspection, then a no-show fee, as set forth by resolution of the City Council in Appendix D to this Code of Ordinances, shall be charged to the owner.

D. Inspection of All Areas of a Rental Facility

All areas necessary to determine compliance with the standards set forth in Section 16-4-7 shall be inspected. Should access not be obtained to all areas, a reinspection must be scheduled and an additional fee may be charged for each subsequent reinspection in accordance with the established fee schedule in Appendix D to this Code of Ordinances.

E. Inspection Standards

See Section 16-4-7

F. Notice of Failed Inspection and Order to Correct Violations

If the initial inspection determines that the condition of the dwelling unit or rooming unit violate any provision of this chapter, the Community Development Department shall give notice of the violation(s) to the owner and/or property manager of the rental facility. Such notice shall:

1. Be in writing;
2. Include a description of the real estate sufficient for identification;
3. Describe all violation(s) and remedial action(s) required.
4. State that work to correct all violations and/or all required remedial actions must be completed within 60 days of said notice, except for:
 - a. **Emergency Repair Items:** The following conditions are considered to be of an emergency nature and must be corrected within 24 hours of notice.
 - i. Electrical problem that could result in shock or fire.

- ii. Natural gas leak or fumes.
- iii. Major plumbing leaks or flooding.
- iv. Waterlogged ceiling in imminent danger of falling
- v. Lack of functioning toilet.
- vi. Sewage backup and flooding of floor.
- vii. No heat when outside temperature is below 50 degrees Fahrenheit and temperature inside the unit is below 60 degrees Fahrenheit.
- viii. Utilities not in service.
- ix. Lack of security for the unit that endangers the tenant(s)
 - x. Highly hazardous broken glass.
 - xi. Obstacle which prevents tenant's entrance or exit.
 - xii. Water heater in working order.
- xiii. Stove, or refrigerator, if supplied by the owner, not in working order.
- xiv. Inoperable smoke detector, fire extinguisher, or carbon monoxide alarm.
- xv. Any condition which could cause serious or life-threatening injury or death or due to structurally unsound conditions.
- xvi. Any portion of the structure being likely to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person on the property or to a person or property nearby at any time.

b. Seasonal Dependent Items: Work must be completed by May 1st if all following conditions are present, otherwise work must be completed within 60 days of said notice.

- i. Work is not necessary to correct an imminent danger;
- ii. Work is not necessary to maintain a temperature within the rental facility of not less than 68 degrees Fahrenheit;
- iii. Work cannot be reasonably completed during periods of cold weather; and
- iv. The date that the notice is issued falls between September 1st and March 1st.

5. Advise that reinspection is required to verify correction of violations; that there is no charge for the first reinspection; and that if repairs or corrections have been

completed and no violations are cited on the first reinspection, then a Rental Facility License shall be issued.

6. Advise that, if the identified corrections and/or remedial actions are not complete necessitating a reinspection's beyond the first reinspection to verify compliance with the notice of violation and order to correct violations, a fee shall be charged for the second reinspection, and there shall be an additional fee charged for each additional reinspection.
7. Advise that if a violation still exists upon reinspection, the Rental Facility License may be revoked/denied; advise additional fees and fines may result from the revocation or denial of a Rental Facility License; and advise that the rental unit may be ordered vacated.
8. Be mailed to the owner(s) of the rental facility.

G. Extension of an Order to Correct Violations

1. An owner may request an extension of time to complete any action to correct a violation or complete a required remedial action that cannot be completed by the deadline set forth of such a notice under the provision of Section 16-4-4(E) because of circumstances not of the owner's making or are beyond the owner's control.
2. Such request for an extension shall be made in writing to the Community Development Department at least five prior to the deadline imposed by the order to correct violations.
3. Approval of an extension to an order to correct violations may granted if the Community Development Department finds that:
 - a. Strict compliance with the deadline set by the order to correct violations is impractical;
 - b. That the granting of such an extension does not violate the intent and purpose of City Code;
 - c. That granting the requested extension does not endanger the life, health, or safety of the occupants or the integrity of the structure.
4. Approval shall be made in writing and state:
 - a. The new deadline to correct said violation(s).
 - b. What specific code violation(s) that the extension applies to.

H. Reinspection to Determine Compliance an Order to Correct Violations

1. Appointments for the reinspections shall be scheduled by the Community Development Department, for a date shortly following the deadline set forth in the Order to Correct Violations

2. The owner may request the appointment to be rescheduled. However, the reinspection shall be performed within 10 days of the originally scheduled date for the reinspection.
3. If a dwelling unit or rooming unit is vacant and is undergoing construction or repair the owner may request the appointment for the reinspection for said unit to be postponed until the construction/repair work has been completed.
4. **Fees**
 - a. There shall be no charge for the first reinspection to verify compliance with the notice of violation and order to correct violations.
 - b. A fee, as set forth by resolution of the City Council in Appendix D to this Code of Ordinances, shall be charged to the owner for the second reinspection, and there shall be an additional fee charged for each succeeding reinspection, if such reinspection's are necessary.

I. Substandard Building

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 City 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. In such instances, the notices and procedures established in Chapter 6 of Title 16 shall apply.

J. Other Rental Inspections

1. Notwithstanding any of the foregoing provisions, Rental facilities may be inspected on a more frequent basis to ensure compliance with this code based upon one or more of the criteria set forth in Subsection 7.
2. There shall be no charge to the Rental Facility License holder for an inspection conducted as a result of criteria set forth in Subsection 7.
3. Any inspection conducted for the following reasons shall not fulfil the requirement for an inspection prior to issuance of or renewal of a Rental Facility License as required per Section 16-4-3(C)(2).
4. The owner or authorized representative must be present at each inspection. For purposes of this section, anyone under the age of 18 shall not be considered an authorized representative of an owner.
5. If the owner or authorized representatives fails to be present at an inspection, then a no-show fee, as set forth by resolution of the City Council in Appendix D to this Code of Ordinances, shall be charged to the owner.
6. If an inspection is performed under of this section, the Rental Facility License holder shall be informed of the reason for said inspection.

7. A rental facility may be inspected for any of the following reasons:
- a. Information is received indicating that there is a violation of provisions of City Code, or any state or federal regulations;
 - b. An observation is made by a Government official of a possible violation of the standards or the provisions of City Code or any state or federal laws and/or regulations;
 - c. 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;
 - d. A determination must be made whether there is compliance with a notice or an order issued by the Building Official;
 - e. A public health safety or welfare emergency is observed or is reasonably believed to exist;
 - f. A tenant makes a request for an inspection.
 - i. If a tenant requests an inspection for an issue that if determined to be founded would qualify as an emergency under Section 16-4-4(F)(4)(a), then the City of Muscatine shall give a written notice to the owner.
 - ii. Fourteen days after the written notification to the owner, an inspection may be conducted.
 - iii. In making such a request the tenant shall attach a dated copy of the notice in which he or she requested the owner or operator to correct the alleged violation, unless the complaint pertains to an emergency situation.
 - g. A property is declared a Dangerous or Unsafe Building or Structure pursuant to Section 9-3-3(R) of City Code; or
 - h. A property is declared a Substandard Building pursuant to Chapter 6 of Title 16 of City Code.

16-4-5 Rental Facility License Revocation or Denial

A. Grounds for Revocation or Denial of Rental Facility License

The Building Official may revoke a Rental Facility License or the application for a Rental Facility License when any of the following applies.

1. False statements on any application or information or report required by this Subchapter to be given by the applicant, registrant, or permit holder;
2. Conviction or judgment of the licensee for violation of any provision of this Chapter;

3. Refusal by the owner to permit inspection by authorized personnel of the rental facility;
 4. Failure to comply with a notice of violation and order to correct violations issued under the provision of Section 16-4-4(E);
 5. Failure to comply with the provisions of the Title VIII of the Fair Housing Act of 1968 (as amended);
 6. Declaration of status as a Dangerous or Unsafe Building or Structure pursuant to 9-3-3(R) of City Code;
 7. Declaration of Status as dangerous or substandard building as defined by Chapter 6 of Title 16 of City Code;
 8. Frequent and recurrent noncompliance with the provisions of this Chapter;
 9. The owner or authorized representative of a rental facility failing to be present at more than two scheduled inspections of a rental facility.
- B.** The owner of the affected rental facility shall be notified in writing by certified mail of the license revocation or denial of an application for a rental facility license. An appeal may be submitted, within five business days of the notice, 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 Chapter 4 of Title 16 of City Code.
- C. Reissuance of a Revoked Rental Facility License**
- To reissue a revoked Rental Facility License, the procedure for the issuance of Rental Facility License set forth in Section 16-4-3 shall be followed, except that the Rental Facility License fee, as established by resolution of the City Council and set out in Appendix D to this Code of Ordinances, shall be doubled.
- D.** A rental facility with a revoked license may posted for no occupancy if:
1. The physical condition of the dwelling unit or rooming unit warrants, in accordance with all applicable standards contained with Title 8 of City Code, posting for no occupancy.
 2. Access for any inspection authorized by this Chapter is denied, or otherwise not provided.
- E.** If an owner allows for occupancy of a rental facility after the Rental Facility License has been revoked, they shall be subject to a fine and/or municipal infraction, the amount of which shall be equal to the penalty for allowing the occupancy of an unregistered rental unit set forth in Appendix D of City Code.

16-4-6 Change in License Application Information or Transfer of Property

A. Transfer of Property

A Rental Facility License shall be transferable from one person to another at any time prior to its expiration, termination, or revocation. The owner or agent shall notify the Community Development Department of any change of interest or ownership in the property within thirty 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 the Community Development Department has not been notified of such conveyance or transfer within the designated period of time, the Rental Facility License may be transferred from one owner or agent to another upon payment of a fee, the amount of which shall be established by resolution of the city council. The fees shall be assessed to the new owner.

B. Change in License Application Information

Whenever there is a change in the information required for on the application for a Rental Facility License, the license holder or responsible agent shall notify the Community Development Department within thirty days of the change.

16-4-7 Rental Facility Standards

A. General Applicability

No person shall occupy or let to another for occupancy any dwelling unit, rooming unit, or part thereof which does not comply with the requirements of this section.

B. Interior 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. The condition and equipment of interior and exterior stairs, halls, porches, and walkways must not create the danger of tripping and falling.
3. Peeling, blistered, or flaking paint shall be removed or effectively covered in a workmanlike manner so as to provide an easily cleaned finish.
4. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
5. Every supplied interior door shall fit reasonably well within its frame and shall be capable of being opened and closed properly; and securely attached to jambs, headers, or tracks as intended by the manufacturer of the attachment hardware.

6. Every supplied plumbing fixture and water and waste pipe shall be maintained in a good and sanitary working condition.
7. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times. (Except during maintenance and repair.)
8. **Maintenance of Gas Appliances and Facilities**
 - a. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, and obstruction causing reduced pressure or volume.
 - b. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.

C. Exterior Structure

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the health, safety or welfare of the occupants of the structure or the public at large.

1. Premises Identification

- a. Every building, except for accessory buildings, shall display an address number.
- b. These numbers shall be not less than four inches in height, contrasting sharply in color with the background on which they are affixed, and shall be placed in a position to be plainly legible and visible from the street.
- c. Unit numbers for individual units within a building or complex shall be displayed on, above, or to the side of the doorway of each unit.
- d. The City shall assign the address number for each individual building.
- e. For buildings that contain more than one dwelling unit, the property owner shall assign a unit number or letter for each individual dwelling unit.

2. Protective Treatment

- a. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- b. Peeling, flaking, and chipped paint shall be eliminated and surfaces repainted.
- c. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather resistant and water tight.

d. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion. All surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Surfaces designed for stabilization by oxidation are exempt from these requirements.

3. Structural Members

All structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.

4. Exterior Walls

All exterior walls shall be maintained free from holes, breaks, and loose or rotting materials.

5. Foundation Walls

All foundation walls shall be maintained safe and free from open cracks, holes, breaks, or other serious defects so as to prevent entry of vermin and air infiltration.

6. Roofs, Gutters, and Downspouts

a. The roof and flashing shall be sound, tight, and not have defects that admit rain.

b. All roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure.

c. Roof drains, gutters and downspouts shall be maintained in good repair, be free from obstructions, and securely affixed to the building.

d. Rainwater shall be directed away from the building so as to prevent water damage to the building.

7. Decorative Features

All cornices, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

8. Overhang Extensions

All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.

9. Stairways, Decks, Porches, & Balconies

a. Every stair, ramp, landing, balcony, porch, deck, or other walking surface shall be maintained in sound condition and good repair.

- b. Every exterior stairway, deck, porch, balcony, and all appurtenances attached thereto shall be maintained structurally sound, in good repair, with proper anchorage, and capable of supporting the imposed loads.

10. Chimneys and Towers

All chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe and sound, and in good repair.

11. Windows

- a. Every window, including all associated hardware, shall be kept in sound condition, good repair, and weather tight.
- b. All glazing compound materials shall be maintained free from holes.
- c. Any openable window located in whole or in part within six feet above ground level or a walking surface below that provide access to a dwelling unit or rooming unit shall be equipped with a window sash locking device.

12. Doors – Exterior

- a. All exterior doors, door assemblies, and hardware shall be maintained in good condition.
- b. All doors must latch securely when shut.
- c. Locks at all entrance doors to dwelling units or rooming units shall secure such doors.
- d. Doors providing access to a dwelling unit or rooming unit shall be equipped with a lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort. Such locks shall be installed according to the manufacturer's specifications and maintained in good working order.

13. Basement Hatchways

- a. Every basement hatchway shall be maintained to prevent the entrance of rodents, rain, and surface drainage water.
- b. Basement hatchways that provide access to a dwelling unit or rooming unit shall be equipped with devices that secure the units from unauthorized entry.

D. Ingress, Egress, & Access

- 1. 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.

- 2.** No dwelling unit or rooming unit containing two or more sleeping rooms shall:
 - a.** Have such arrangements that access to a bathroom or toilet room intended for use by occupants of more than one bedroom can be had only by going through another bedroom;
 - b.** Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.
- 3.** Every dwelling unit and rooming unit shall have access to two 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 adopted building and/or fire codes.
- 4.** Every means of egress shall comply with the following requirements:
 - a.** Handrails. All stairways comprised of four or more risers shall be provided with a substantial and safely constructed handrail.
 - b.** All unenclosed floor and roof openings, open and glazed sides of landings and ramps, balconies, or porches which are more than 30 inches 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.** In basement dwelling units or rooming 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 adopted Building Code.
 - e.** 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.
 - f.** Every doorway providing ingress or egress from any dwelling unit, rooming unit, or habitable room shall be at least six feet, four inches high and twenty-four inches wide.
- 5.** 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.
- 6.** All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge, or effort, except where the door hardware conforms to that permitted by adopted Building Code.

7. 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.
8. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following provisions.
 - a. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
 - b. Bars, grilles, grates, or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction, and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

E. Lighting

Lighting shall be provided as follows:

1. 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.
2. Public passageways and stairways in structures accommodating three or more dwelling units or rooming units shall be provided with a convenient wall mounted light switch(es) which activates an adequate lighting system.
3. Exterior stairways serving individual dwelling units or rooming units shall be supplied with sufficient illumination to allow their safe use.

F. Fire Protection Equipment and Carbon Monoxide Alarms

All dwelling units or rooming units shall be provided with fire protection equipment and carbon monoxide alarms in accordance with the following provisions. These provisions at the time of adoption were compliant with the relevant portions of the Iowa Administrative Code and the Code of Iowa, if either change, the provisions which establish the higher standards for the promotion and protection of the health and safety of the people shall prevail.

1. Fire Extinguishers

- a. In all structures containing three or more dwelling units or rooming units shall provide type 2A rated fire extinguishers, five pound minimum. One shall be provided on each floor, located so that they will be accessible to the occupants, and spaced so that no person will have to travel more than 75 feet from any point to reach the nearest extinguisher.

- b. All fire extinguishers shall be maintained in good working condition at all times.
- c. Occupants shall not tamper with or disable any fire extinguisher. All tenants listed on the dwelling unit's or rooming unit's lease agreement shall be held responsible for any tampering or disabling within the unit and shall be subject to citation.

2. Smoke Detectors

All dwelling units and rooming houses shall be provided with smoke detectors in accordance with the following provisions. These provisions at the time of adoption were compliant with the relevant portions of the Iowa Administrative Code and the Code of Iowa, if either change, the provisions which establish the higher standards for the promotion and protection of the health and safety of the people shall prevail.

a. Location and Installation

Smoke detectors shall be installed in the following locations:

- i. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of the bedrooms.
 - ii. In each room used for sleeping.
 - iii. Smoke detectors hereinafter installed in areas where sleeping rooms are on an upper level shall be placed above the stairway
 - iv. In each story within a structure, including basements but not including crawl spaces and uninhabitable attics. In structures with split levels and without an intervening door between the adjacent levels, a smoke detector installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one story below the upper level.
 - v. In multiple unit structures, there shall be smoke detectors in common hallways accessible to two or more dwelling units or rooming units. Smoke detectors shall also be located in cellars or basements when such cellars or basements are used for storage, laundry equipment or central heating units.
- b. All new smoke detectors are required to be a "dual sensor smoke detector". The term "dual sensor smoke detector" means a smoke detector which contains both an ionization sensor and a photoelectric sensor and which is designed to detect and trigger an alarm in response to smoke detected through either sensing device, or a smoke detector which has at least two sensors and is listed to Underwriters Laboratory Standard 217, Single and Multiple Station

Smoke Alarms, or to another standard approved by the State Fire Marshal.

- c. When actuated, the smoke detector shall provide an alarm for the dwelling unit or rooming unit.
- d. **Power Source**
 - i. In new buildings and additions constructed after July 1, 1991, required smoke detectors shall receive their primary power from the building wiring when such wiring is served from a commercial source. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection.
 - ii. Smoke detectors which receive their primary power from the building wiring shall be equipped with a battery backup.
 - iii. New and replacement smoke detectors installed after July 1, 2016, which receive their primary power from the building wiring where more than one smoke detectors is required to be installed shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms.

3. Owner's Responsibility

- a. The owner shall be responsible for the installation and maintenance, excluding the replacement of batteries, of all smoke detectors.
- b. At every change of tenancy, where the occupancy of the departed tenant was of one month or more, it shall be the duty of the owner to test and ascertain that those smoke detectors contained in the unit are in operable condition, and if not, the owner shall be responsible for placing them in operable condition.
- c. The owner shall be responsible for the installation and maintenance, including the replacement of batteries, 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).
- d. The owner shall, upon request of a tenant who has a hearing impairment, install a light-emitting smoke detector.

4. Occupant's 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 portions of the rental facility directly under their control.
- b. The occupant shall be required to notify the owner, in writing, of any deficiencies, aside from the need for a need for new batteries, known

to exist in a supplied detector(s), where after the owner has 24 hours in which to repair or replace in operable condition said smoke detector(s).

- c. Failure to keep batteries replaced, as necessary for safe operation of a supplied smoke detector, shall cause the occupant to be in violation of this Section and subject to a municipal infraction citation.
- d. The occupant shall not tamper with or disable any smoke detector. All tenants listed on the dwelling unit's lease agreement shall be held responsible for any tampering or disabling within the unit and shall be subject to citation.

5. Carbon Monoxide Alarms

All dwelling units and rooming houses shall be provided with carbon monoxide alarms in accordance with the following provisions. These provisions at the time of adoption were compliant with the relevant portions of the Iowa Administrative Code and the Code of Iowa, if either change, the provisions which establish the higher standards for the promotion and protection of the health and safety of the people shall prevail.

a. Required Locations

A carbon monoxide alarm shall be installed in the following locations:

- i. In the immediate vicinity of every room used for sleeping purposes in each dwelling unit or rooming unit.
- ii. In each bedroom where a fuel-burning heater or furnace, fuel-burning appliance, or fireplace is located within the bedroom or its attached bathroom.
- iii. In each sleeping unit, if the sleeping unit or its attached bathroom contains a fuel-burning appliance, fuel-burning heater or furnace, or fireplace.
- iv. In the immediate vicinity of each sleeping unit where the sleeping unit or its attached bathroom does not contain a fuel-burning appliance, fuel-burning heater, or fireplace and is not served by a forced-air furnace.

b. Required Locations – Exceptions

A carbon monoxide alarm shall not be required in the locations specified by (Subsection a) when:

- i. There are no communicating openings between the fuel-burning heater or furnace, fuel-burning appliance, fireplace, or attached garage and a dwelling unit or sleeping unit.
- ii. There are no communicating openings between the fuel-burning heater or furnace, fuel-burning appliance or fireplace and a dwelling unit or sleeping unit and when a dwelling unit or

sleeping unit is located more than one story above or below an attached garage.

- iii. There are no communicating openings between the fuel-burning heater or furnace, fuel-burning appliance, or fireplace and a sleeping unit or dwelling unit and the attached garage connects to the building through an open-ended corridor.
- iv. A carbon monoxide alarm is located on the ceiling of the room containing the fuel-burning heater, fuel-burning appliance or fireplace, or in the first room or area between the fuel-burning heater, fuel-burning appliance or fireplace and the dwelling unit or sleeping unit.

c. Forced-Air Furnace— Exception

A carbon monoxide alarm shall not be required in a dwelling unit or sleeping unit which is served by a fuel-burning forced-air furnace when a carbon monoxide alarm is located on the ceiling of the room containing the forced-air furnace or in the first room or area served by each main duct leaving the forced-air furnace and the carbon monoxide alarm signals are automatically transmitted to the occupants of each dwelling unit or sleeping unit served by the forced-air furnace.

d. Alternative Systems

i. Carbon Monoxide Detection Systems

Commercially installed carbon monoxide detection systems which have the capability of notifying all occupants of dwelling units or sleeping units within a building shall be an acceptable alternative to the installation of carbon monoxide alarms and shall be deemed compliant with this chapter.

ii. Combination Alarms

- 1. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit complies with the respective provisions of this chapter regarding smoke detectors and carbon monoxide alarms or other reference standards and applicable codes.
- 2. A combined carbon monoxide alarm/smoke alarm shall emit different alarm signals for carbon monoxide and for smoke.
- 3. Combination carbon monoxide alarm/smoke alarms shall be an acceptable alternative to carbon monoxide alarms.

e. Power Source

i. New Construction

1. In buildings for which construction is begun on or after July 1, 2018, carbon monoxide alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source.
2. Wiring shall be permanent and without a disconnecting switch other than that required for overcurrent protection.
3. Carbon monoxide alarms shall be equipped with a battery backup.

ii. Existing Building

New and replacement carbon monoxide alarms installed in buildings, already in existence, constructed or officially authorized prior to July 1, 2018, may be solely battery operated or may plug into an electrical socket and have a battery backup.

f. Responsibility for Installation and Maintenance of Carbon Monoxide Alarms

i. Owner's Responsibility

1. It is the responsibility of the owner to install carbon monoxide alarms.
2. It is the responsibility of the owner to ensure that the batteries are in operating condition at the time the occupant takes possession of the dwelling unit.
3. If a carbon monoxide alarm is found to be inoperable, the owner shall promptly provide for repair or replacement of the carbon monoxide alarm.
4. The owner is responsible for providing written information regarding carbon monoxide alarm testing and maintenance to one occupant of the dwelling unit.
5. The owner shall, upon request of a tenant who has a hearing impairment, install light-emitting carbon monoxide alarms.

ii. Occupant's Responsibility

- 1.** An owner may require an occupant who has a residency longer than 30 days to be responsible for general maintenance, including but not limited to replacement of any required batteries of the carbon monoxide alarms in the occupant's dwelling unit, and for testing the carbon monoxide alarms within the occupant's dwelling unit.
- 2.** The occupant is responsible for notifying the owner or manager in writing of any deficiencies that the lessee, tenant, guest or roomer cannot correct.
- 3.** The occupant shall not tamper with or disable any carbon monoxide alarms. All tenants listed on the dwelling unit's or rooming unit's lease agreement shall be held responsible for any tampering or disabling within the unit and shall be subject to citation.

G. Bathrooms and Toilet Rooms

- 1.** Every dwelling unit shall contain the following:
 - a.** A toilet
 - b.** A bathtub or shower
 - c.** A lavatory basin within or adjacent to the room containing the toilet
- 2.** 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.
- 3.** Every toilet, lavatory basin, and bathtub or shower shall be properly connected to an approved water and sewer system as required by City Code.
- 4.** All toilets, bathtubs, showers, and lavatory basins shall be maintained in good working condition.
- 5.** Every toilet room and/or bathroom floor surface shall be maintained so as to permit them to be kept in a clean, dry, and sanitary condition.
- 6. Rooming Houses**
 - a.** Not less than one toilet, lavatory basin, and bathtub or shower shall be supplied for each four rooming units.
 - b.** Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rooming unit.

H. Kitchens

- 1.** Every dwelling unit shall have a kitchen or kitchenette equipped with the following:
 - a.** A kitchen sink, meeting all applicable code requirements, connected to an approved water and sewer system as provided for in City Code.
 - b.** The dwelling unit must have adequate space and utility hook-ups for a refrigerator and a stove or range. The equipment may be supplied by either the owner or the occupant. All equipment provided by the owner must be in proper operating condition.
 - c.** Space for the sanitary storage of food, dishes and cooking utensils.
 - d.** The kitchen floor surface shall be maintained so as to permit it to be kept in a clean, dry, and sanitary condition
- 2.** If a communal kitchen is supplied, it shall comply with the following requirements:
 - a.** The minimum floor area of communal kitchens shall be 60 square feet.
 - b.** The floor area in communal kitchens which permits roomers to prepare and eat meals shall either be 100 square feet or shall contain a communal dining room which complies with the following requirements:
 - i.** 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.
 - ii.** The communal dining room shall contain a table and adequate chairs for the normal use of the facilities.
 - iii.** Every communal dining room shall contain not less than 70 square feet of floor area.
 - 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 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 and communal dining room 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.
 - g.** The kitchen floor surface shall be maintained so as to permit it to be kept in a clean, dry, and sanitary condition.

3. Cooking in Rooming Units

No owner shall knowingly allow the use of cooking equipment, except for a microwave, within any rooming unit.

I. Water Heating Facilities

1. Every kitchen sink, bathtub or shower, and required lavatory basin shall be properly connected with supplied water heating facilities.
2. Where two separate handles control the hot and cold water, the left-hand control of the faucet, when facing the fixture, shall control the hot water. Faucets and diverters shall be connected to the water distribution system so that hot water corresponds to the left side of the fixture fitting. Single-handle mixing valves installed in showers and tub-shower combinations shall have the flow of hot water corresponding to the markings on the fixture fitting.
3. 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 110 degrees Fahrenheit (43 degrees Centigrade).
4. Every water heater shall be protected against overheating by appropriate pressure and temperature limit controls.
5. Every water heater shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended functions.
6. Every fuel-burning water heater shall be installed and maintained in a safe condition as required in the adopted mechanical code, this code and any other applicable code, law or regulation.
7. Every fuel-burning 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.
8. Not 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 water heater poses no threat to the occupant, as determined by the Building Official.

J. Heating Facilities

1. Every dwelling and rooming unit 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 68 degrees Fahrenheit (20 degrees Celsius) at a distance of three feet above the floor level at all times. The heating facilities shall be so designed and equipped that heat, as specified in this subsection, is available for all dwelling units and rooming units.

2. 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 Chapter.
3. Every fuel-burning heating unit 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. Every steam or hot water boiler shall be protected against overheating by appropriate pressure and temperature limit controls.
5. 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.
6. No fuel-burning furnace 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 poses no threat to the occupant, as determined by the Building Official.

K. Maintenance of Supplied Cooling Facilities

1. The supplied cooling facilities of each dwelling shall be maintained in a good, safe working condition.

L. Ventilation

1. Required Natural Ventilation of Habitable Rooms

All habitable room shall have adequate natural ventilation meeting the following standards.

- a. At least one window or door in good repair located on an outside wall that is capable of being opened to admit fresh air.
- b. Screens, meeting the following criteria, shall be provided on any window or door that is necessary to provide the required natural ventilation of habitable room.
 - i. Any window or door being used to provide the required ventilation for a room must have a screen of not less than 16 mesh per inch.
 - ii. Screens shall be maintained in good repair and be free from tears, holes, or other imperfections of either screen or frame that would admit insects such as flies or mosquitoes.
 - iii. If a screen door is being used to provide the required ventilation it shall have a self-closing device in good working condition.

2. Required Ventilation of Bathrooms and Toilet Rooms

All bathrooms and toilet rooms must be provided with natural ventilation that meets the standards set forth in Subsection 1 or be provided with a mechanical ventilation system that is capable of producing 2 air changes per hour.

3. Mechanical Ventilation

If provided any mechanical ventilation system shall meet the following criteria.

- a.** All mechanical ventilation systems providing required ventilation shall be kept in good working order.
- 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.

M. Electrical Requirements

- 1.** The electrical system 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.
- 2.** Every habitable room shall contain at least two 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.
- 3.** 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.
- 4.** Ground-fault circuit-interrupter protection for personnel shall be provided in the following locations:
 - a.** Bathrooms
 - b.** Garages and accessory buildings with a floor located at or below grade level not intended as habitable rooms and limited to storage areas, work areas, and areas of similar use
 - c.** Outdoors
 - d.** Crawl Spaces - at or below grade level
 - e.** Unfinished portions of areas of the basement not intended as habitable rooms
 - f.** Kitchens - where the receptacles are installed to serve the counter top surfaces

- g.** Sinks - where receptacles are installed within 6 feet from the top of the inside edge of the bowl of the sink
- h.** Bathtubs or shower stalls - where receptacles are installed within 6 feet of the inside edge of the bathtub or shower stall
- i.** Laundry Areas

5. Extension Cord/Temporary Wiring

- a.** No temporary wiring may be used in any dwelling or dwelling unit except as approved by the Electrical Inspector or other authorized inspector under the adopted Electrical Code.
- b.** Extension cords may be used to connect portable electric loads to a source of power. Such cords may not be used where the electric current to be supplied would exceed the cord's carrying capacity.
- c.** Extension cords may not be passed through open doorways or windows or under floor coverings; they may not be placed in such a position that the passage of traffic over them could result in damage to the insulation.
- d.** Multiplug adapters, such as cube adapters, unfused plug strips or any other device not complying with the electrical code as adopted by the City shall be prohibited.
- e.** Power strips (relocatable power tap) may only be used when they are equipped with an overcurrent device, are of the polarized or grounded type, and shall be listed in accordance with UL 1363. These power strips must plug directly into the wall no other power strips, extension cords, or multiplug adapters may be plugged into the power strip.

N. Pest Extermination

- 1.** The occupants of a single-family dwelling unit shall be responsible for the extermination of any insects, rodents, or other pests on the premises.
- 2.** The occupants of a structure containing two 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 designee, that the infestation is caused by failure of the owner to maintain the structure in a reasonably rodent proof and/or insect proof condition, extermination shall be the responsibility of the owner.
- 3.** The property owner shall be responsible for extermination of pests when it is determined by the Building Official, that the infestation is present in two or more dwelling units or rooming units within a structure.

O. Accessory Buildings

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. Every accessory building and/or garage shall be secured against unauthorized entry. It shall be the responsibility of the person(s) having the possession and use of the accessory building to comply with this Section.

P. Lead Based Paint

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

Q. Minimum Space and Occupancy Standards

1. **Dwelling Units Containing Only One Habitable Room (I.E. Efficiency Unit, Studio Apartments, Etc.)**
Shall contain at least 120 square feet of floor space for the first occupant; at least 220 square feet of floor space for two occupants.
2. **Dwelling Units Containing Two Or More Habitable Rooms and Rooming Units**
Every bedroom shall contain not less than 70 square feet and every bedroom occupied by more than one person shall contain not less than 50 square feet of floor area for each occupant thereof.
3. Minimum space and occupancy standards shall be the minimum requirements established in this subsection.
4. A dwelling unit shall not exceed occupancy maximums.
5. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the occupancy standards established in this section.

R. 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 Community Development Department.

S. Occupant Responsibility for Controlled Areas

1. 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:

- 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 unit or rooming house shall be used for the storage or handling of refuse, except as provided in City Code.
 - d. 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.
 - e. Occupants shall not knowingly overload the circuitry of the dwelling unit or rooming unit.
 - f. The use of extension cords and power strips shall comply with Section 16-4-7(M)(5).
2. Any occupant who shall violate a provision of this section, or fail to comply therewith, or with any of the requirements thereof, shall be subject to a fine and/or municipal infraction as provided for in Chapter 3 of Title 1 of City Code.

T. Mobile Home Installation

All mobile homes shall be installed in a manner that is compliant with Chapter 16 of the State Building Code (661 Iowa Administrative Code 16).

Title 16 – Housing, Rental Housing, and Property Maintenance Regulations

Chapter 5 – Reserved

(Property Maintenance Code)

Title 16 – Housing, Rental Housing, and Property Maintenance Regulations

Chapter 6 – Substandard Buildings

Sections

16-6-1 Definition of a Substandard Building

16-6-2 Requirement to Abate Substandard Buildings

16-6-3 Notices and Orders of Building Official

16-6-4 Compliance With Notice and Order of Building Official

16-6-5 Performance of Demolition

16-6-1 Definition of a Substandard Building

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.

16-6-2 Requirement to Abate 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 City Code.

16-6-3 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

- i. The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property.
- ii. 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

- i. 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.
- ii. 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:

1. That the building is a substandard building, and;
2. 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 16-6-3, 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

- a. Whenever such notice is posted, the Building Official shall require that the owner comply with all provisions of City 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 16-6-3(A)(2), reciting the emergency and specifying the conditions which necessitate the posting.
- b. 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.
- c. 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 Building Official.

- d. 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.

16-6-4 Compliance With Notice and Order of Building Official

D. General

- a. After any order of the Building Official, Council, or the Housing Board made pursuant to Title 16 shall have become final, no person to whom any such order is directed shall fail, neglect, or refuse to obey any such order.
- b. Any such person who fails to comply with any such order is guilty of a misdemeanor.

E. Failure to Obey Order

If, after any order of the Building Official, Council, or Housing Board made pursuant to Title 16 has become final, the person to whom such order is directed shall fail, neglect, or refuse to obey such order, the Building Official may:

- a. Cause such person to be prosecuted under Section 16-6-4(A) of City Code, or
- b. Institute any appropriate action to abate such building as a public nuisance.

F. 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 may cause the building described in such notice and order to be vacated in accordance with the procedure set forth in Section 16-6-3(D)
- b. 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 Title.

G. 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.

H. 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 City 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 City Code or in performing any necessary act preliminary to or incidental to such work as authorized or directed pursuant to City Code.

16-6-5 Performance of Demolition

A. General

1. Procedure

When any work, repair, or demolition is to be done pursuant to Title 16, 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 16-6-5(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])

Title 16 – Housing, Rental Housing, and Property Maintenance Regulations

Chapter 7 – Abandoned or Unsafe Buildings — Abatement by Rehabilitation

16-7-1 Adoption of Iowa Code 657A.1A-657A.10

A. Applicability

Effective July 1, 2019, and pursuant to Iowa Code section 657A.10B, the City of Muscatine elects that the provisions of Iowa Code sections 657A.1 A through 657A.10, inclusive, shall apply to structures within its jurisdiction.

B. Appointed Building Official

The City appoints Community Development Director, or his or her designee, as the responsible building official as defined in Iowa Code section 657A.1(8).

C. Fees

The fee for a building inspection, and for preparation of the official's written findings, pursuant to Iowa Code section 657A.1 A(3), shall be \$50, or as may from time to time be amended by resolution of Council and set forth in the Schedule of Fees in Appendix C to this Code of Ordinances, and shall be payable in advance to the City Clerk.

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