



AGENDA OF THE SPECIAL SESSION OF THE
COUNCIL OF THE CITY OF WASHINGTON, IOWA
TO BE HELD AT WASHINGTON FREE PUBLIC LIBRARY
NICOLA-STOUFER MEETING ROOM
115 W. WASHINGTON STREET
AT 6:00 P.M., TUESDAY, NOVEMBER 26, 2013

Call to Order

Pledge of Allegiance

Roll call

Agenda for the Regular Session to be held at 6:00 P.M., Tuesday, November 26, 2013 to be approved as proposed or amended.

PRESENTATION FROM THE PUBLIC - Please limit comments to 3 Minutes.

UNFINISHED BUSINESS

Discussion of Establishing a Rental Housing Regulatory and Inspection Program

DEPARTMENTAL REPORTS

Police Department
City Administrator
City Attorney

MAYOR & COUNCILPERSONS

Sandra Johnson, Mayor
Merle Hagie
Mark Kendall
Bob Shellmyer
Bob Shepherd
Fred Stark
Russ Zieglowsky

ADJOURNMENT

Illa Earnest, City Clerk

Brent Hinson, City Administrator
 Sandra Johnson, Mayor
 Illa Earnest, City Clerk
 Craig Arbuckle, City Attorney



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 Washington, Iowa 52353
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Memorandum

November 22, 2013

To: Mayor & City Council
 Cc: Illa Earnest, City Clerk

From: Brent Hinson
 City Administrator

Re: Rental Inspections & Critical Decision Points

As per Council direction, I have drafted an ordinance based on Creston's code, which uses a modified version of the International Property Maintenance Code, but have added a tenant responsibilities section. I have separated their listing of requirements into a separate code chapter, so that the same standards could be applied to non-rental properties without the inspection language.

While we've reached the point of selecting Creston's code as the model for what we're doing, within the code that is presented there are a number of items to consider. Here is a list to start the conversation:

<u>Item</u>	<u>Decision to be made</u>	<u>Notes</u>
Registration of all rental properties	Will this be required? Will any exceptions be made to registration requirement?	Some cities exempt properties where the landlord is a parent or child of the tenant, for example.
Frequency of inspections	How often should each property be inspected? Do we use self-inspections as a supplement?	It seems like every 3 years is the most typical frequency,
Registration and/or inspection fees	How much do we charge for registration of properties? Is there an additional inspection fee? Do we want to reduce fees for those who participate in an annual landlord workshop on these topics?	Creston does not charge; Most others have an annual per-building registration fee plus an additional charge per unit.

Other Inspections Accepted	Do other property inspections such as those for Section 8 properties satisfy our inspection requirements?	Most cities provide an inspection exemption for Section 8 properties or similar, provided the inspection report is timely filed with the City and a filing fee is paid.
Appeals	Who handles appeals?	Many cities have an appeal board. City staff would recommend utilizing the 3-member board (2 Council, 1 P&Z member) set up in the nuisance code revisions.
Complaints	Who can file complaints about a property and what is required of the complainant?	Most cities that address this in their code want proof that a tenant has informed the landlord of their complaints before a City investigation is done.

I've included the same data from comparable and area cities I provided back in October to assist in this conversation.

City of Washington Rental Inspections Research, October 2013

<u>City</u>	<u>Basis of Code</u>	<u>Frequency of Inspections</u>	<u>Registration Fee</u>	<u>Board Handling Appeals</u>	<u>Tenant Responsibilities Listed in Code/ Policy</u>
Burlington	Stand-Alone	Every 3 yrs for 3+ units; Every 5 for single or duplex	\$100/yr per structure plus \$25 per unit	5-member citizen Housing Appeals Board	Yes
Columbus Junction	Stand-Alone (Similar to Burlington)	Every 3 years	Still in development	3-member citizen Housing Appeals Board	Yes
Coralville	Uniform Housing Code	Every 2 years	\$50/unit/yr if separate tax parcels; For single tax parcel, \$51/yr duplex, \$67/yr 4-plex, \$99/yr 8-plex, \$131/yr 12-plex; Commercial bldgs \$35/yr plus \$8/unit/yr	City Council	Yes
Creston	Similar language to Denison, except standards modeled on Int'l Property Maintenance Code (IPMC)	Every 3 Years; also require self-inspection every 3 years	No fee	City Administrator; then Council	No
Denison	Limited Stand-Alone; Add'l policies at discretion of City Manager	Every 3 Years; also require annual self-inspection	\$5/unit per building per year, minimum \$20	Board of Adjustment	No
Estherville	Stand-alone, with some elements of the IPMC	Self-inspection by landlord and tenant every 3 years or on change of occupancy; Currently considering City changes including City inspections due to lack of compliance	No fee		No

City of Washington Rental Inspections Research, October 2013

<u>City</u>	<u>Basis of Code</u>	<u>Frequency of Inspections</u>	<u>Registration Fee</u>	<u>Board Handling Appeals</u>	<u>Tenant Responsibilities Listed in Code/ Policy</u>
Fairfield	IPMC edited and applied only to rental properties	Once every 4 years	\$40 base, \$10 each additional unit; \$15 Section 8 inspection filing fee	Board of Adjustment	Yes
Fort Madison	Stand-Alone	Require self-certification annually or upon change in occupancy; City inspects every 3 years	\$25 base, \$5 each additional unit	Construction Board of Appeals (combo of former plumbing, mechanical, electrical boards)	Yes
Hampton	Adopted full IPMC; Inspection policy set by resolution	Once every 5 years	\$20/yr per structure, plus \$3 for each additional unit; \$75 additional per structure for inspection, plus \$15 each additional unit	3-member board of appeals as per IPMC	No
Muscatine	HUD Housing Quality Standards	Every 3 years for units older than 5 years	1-4 units: \$60/unit 5 or more units: \$45/unit	Housing Advisory & Appeals Board, made up of five citizens	No
Ottumwa	HUD Housing Quality Standards	Every 3 years	\$25/yr per unit	Inspection Board of Review, made up of five citizens	No
Sigourney	HUD Housing Quality Standards	On change of occupancy	\$24/yr per building; \$50 per unit inspection fee	3-member board of appeals as per IPMC	No
Storm Lake	Uniform Housing Code	Every 3 years	\$15 base, \$7 per additional unit; \$10 base, \$5 add'l unit if owner participates in annual training program	City Council	No

CHAPTER 147

**RENTAL HOUSING REGULATORY
AND INSPECTION PROGRAM**

147.01 Purpose and Intent	147.11 Complaints
147.02 Definitions	147.12 Right of Entry
147.03 Terms Defined in Other Codes	147.13 Access by Owner or Operator
147.04 Terms Not Defined	147.14 Unrecorded Land Contracts or Purchase Agreements
147.05 Inspections by City Code Enforcement Personnel	147.15 Chapter Does Not Impair Authority to Act on Nuisances
147.06 Landlord and Operators to Register with City	147.16 Chapter Does Not Abrogate Provisions of Other Codes and Ordinances
147.07 Registration	147.17 Fees
147.08 Program for Rental Inspection	
147.09 Responsibilities of Operators	
147.10 Responsibilities of Occupants	

147.01 PURPOSE AND INTENT. The purpose of this chapter is to provide for the enforcement of minimum quality standards for all residential rental dwellings, rental dwelling units, rooming houses and rooming units; to establish a program of regular rental inspections; and to protect the health, safety and general welfare of the residents of the City under the provisions of Chapter 157 of this Code of Ordinances. It is not the intent of this chapter to protect the individual, but rather to protect the public as a whole.

147.02 DEFINITIONS. For the purposes of the interpretation and enforcement of this chapter, the following definitions shall apply:

1. "Dwelling" means any building or structure, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants, but does not include dormitories, hotels or motels. Whenever the word "dwelling" is used in this chapter, it shall be construed as though it were followed by the words "or any part thereof."
2. "Dwelling unit" means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals. Whenever the term "dwelling unit" is used in this chapter, it shall be construed as though it were followed by the words "or any part thereof."
3. "Non-dwelling structure" means any structure, except a dwelling or rooming house used or intended to be used for the shelter or enclosure of any person, animal or property of any kind used in conjunction with a rental dwelling or rental dwelling unit.
4. "Occupancy" means the act or acts of living, sleeping or cooking in, or having actual possession of a dwelling, dwelling unit or rooming unit.
5. "Occupant" means any person more than one year of age, including an owner or operator, living, sleeping or cooking in, or having actual possession of a dwelling, dwelling unit or rooming unit.

6. "Operator" means any person who has charge, care or control of a building, or any part thereof, in which any dwelling units or rooming units are let, either as owner or agent of the owner.
7. "Owner" means any person who, alone or jointly or severally with other:
 - A. Has legal title or equitable title to any dwelling, dwelling unit, rooming house or rooming unit;
 - B. Has charge, care or control of any dwelling, dwelling unit, rooming house or rooming unit as executor, executrix, administrator, administratrix, trustee, guardian of the estate or as the owner.
8. "Rental property" means any dwelling for which a stated return or payment is made for the temporary possession or use thereof.
9. "Roomer" means an occupant of a rooming house who is charged rent and is not a member of the rooming house owner's or operator's family.
10. "Rooming house" means any dwelling or that part of any dwelling containing one or more rooming units in which space is let by the owner or operator to one or more roomers.
11. "Rooming unit" means any room or group of rooms forming a single habitable unit in a rooming house used or intended to be used for living and sleeping, but not for cooking or eating of meals.

147.03 TERMS DEFINED IN OTHER CODES. Where terms are not defined in this chapter and are defined in the Building, Electrical, Plumbing, Mechanical, or Property Maintenance Codes, they shall have the same meanings ascribed to them as in those codes.

147.04 TERMS NOT DEFINED. Where terms are not defined under the provisions of this chapter of under the provisions of the Building, Electrical, Plumbing, Mechanical, or Property Maintenance Codes, they shall have ascribed to them their ordinarily accepted meanings or such as any context herein may imply.

147.05 INSPECTIONS BY CITY CODE ENFORCEMENT PERSONNEL. The City Administrator or his/her designee is authorized and directed to enter and make such inspections as are necessary to determine the condition of dwellings, dwelling units, rooming houses, rooming units and the premises thereof including but not limited to any non-dwelling structures used by Occupants within the City limits in order to perform his or her duty of safeguarding the health, safety and welfare of the occupants and of the general public.

147.06 LANDLORD AND OPERATORS TO REGISTER WITH CITY.

1. All landlords and operators of rental property shall register their rental properties with the City. Each unit is required to be registered and amend the registration when the property is sold or has a status change. The registration shall be due _____.
2. The City will provide an application form which must be completed and updated upon request. The following information shall be provided to the City:
 - A. The street address of the dwelling or rooming house;
 - B. The number of rental units contained in the dwelling or rooming house; and

- C. The name, address and telephone number of the owner and any agent of the owner of the dwelling or rooming house.
- 3. If a rental property is not registered before _____, a late fee for each structure shall be added. Properties not registered by _____, will result in a municipal infraction.
- 4. No person shall rent to another or offer to rent to another any dwelling, dwelling unit or rooming unit unless the owner or operator of the same has registered the rental property with the City and posted the certificate evidencing said registration on the subject property.
- 5. The registration, administrative and other fees outlined in Section 147.17 of this code shall be set by resolution of the Council.

147.07 REGISTRATION.

- 1. Any person who fails to register their property(ies) is guilty of a municipal infraction.
- 2. For newly constructed rental housing, the registration deadline is thirty (30) calendar days after the certificate of occupancy has been issued.
- 3. For rental housing that transfers ownership, the registration deadline is thirty (30) calendar days after the final transfer and/or the recording of such.
- 4. The registration deadline for a rooming house will commence fourteen (14) calendar days after the license (not the registration) expires.

147.08 PROGRAM FOR RENTAL INSPECTION.

- 1. Self-Inspections. At the time of registration the City shall provide to the applicant a checklist and guidelines to assist with a self-inspection of each rental unit. The checklist will identify all items that are to be inspected and provide a space for the landlord to indicate compliance with the applicable standard. The self-inspection will be completed and the certification form provided by the City shall be due within 60 days of registration.
- 2. Upon Receipt of the Self-Inspection. The City shall provide to the applicant a certificate evidencing the fact that the unit has been registered and the landlord/operator shall cause said certificate to be posted on the rental property in a location approved by the City inspection unit.
- 3. Required Inspections. Regular inspections of each rental property shall be conducted every three (3) years by a designate of the City Administrator. Spot inspections may be conducted by City officials upon their observation of units which are obviously and substantially out of compliance. Any such inspections will be scheduled with the owner and/or operator of the units.
- 4. Requested Inspections. Upon the request of the owner or operator of a rental unit, the City shall inspect said rental unit to determine compliance with the Housing Code. Upon a successful completion of such inspection, the unit shall be exempt from regular inspections for a period of three (3) years.
- 5. Section 8 Inspections (also known as SIRHA inspections). Units which have been inspected and passed Section 8 rental requirements shall be deemed to have been regularly inspected and exempt from regular inspections for a period of three (3) years. It shall be the

duty of the owner and/or operator of such rental units to provide proof of a Section 8 inspection to the City, and a filing fee of \$15, but no registration fee shall otherwise apply to such properties.

6. Failed Inspections. A rating system developed by the City shall establish three (3) classifications: substantially in compliance; out of compliance; and substantially out of compliance. If after City inspection a rental unit is deemed to be substantially in compliance, a list of needed repairs will be provided to the owner and/or operator with stated time in which to make the repairs. It will be the duty of the owner and/or operator to notify the City once the identified repairs have been completed.

A. If after an inspection a rental unit is deemed to be out of compliance, a list of needed repairs will be provided to the owner and/or operator with a stated time in which to make the repairs. Upon completion of the repairs, the owner and/or operator shall schedule a re-inspection of the property to confirm compliance. The owner and/or operator shall pay the re-inspection fee upon completion of said inspections.

B. If after City inspection a rental unit is deemed to be substantially out of compliance, a list of needed repairs will be provided to the owner and/or operator with a stated time in which to make the repairs. The owner and/or operator shall schedule a re-inspection of the property to confirm compliance. The owner and/or operator shall pay the re-inspection fee upon completion of said inspections.

The City may also schedule inspection of all units owned by said owner/operator upon a finding that one of the owner/operator's rental properties is substantially out of compliance.

147.09 RESPONSIBILITIES OF OPERATORS.

1. Maintenance of Structure:

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

B. Exterior: Every foundation, floor, exterior wall, exterior door, window, and roof shall be maintained in reasonably weathertight, watertight, rodentproof and insectproof condition.

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

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

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

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

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

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

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

5. Protection of Exterior Wood Surfaces: All exterior wood surfaces of a dwelling and its accessory structures, fences, porches, and similar appurtenances shall be reasonably protected from the elements and against decay by nonlead based paint or other approved protective coating. Exception: Where it can be demonstrated that the exterior wood surface is comprised of a type or species of wood or has been treated in such a way as to cause it to be especially resistant to decay or infestation, the wood surface in question, if approved by the inspector, shall be exempt from the requirements listed in this subsection.

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

7. Hanging Screens and Storm Windows: The owner or operator of the premises shall be responsible for hanging all screens and storm windows except when there is a written agreement between the owner and the occupant to the contrary.

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

9. Maintenance of Supplied Plumbing Fixtures: Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition. All plumbing shall be so designed, installed or replaced so as to prevent contamination of the water supply

through backflow, back siphonage, or cross connection. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times.

10. **Maintenance of Gas Appliances and Facilities:** Every gas appliance shall be connected to a gas line with rigid black iron piping except that listed metal appliance connectors or semi-rigid tubing may be used if approved by the building official. Every indoor gas appliance shall have an approved shutoff valve, which shall be installed in the gas line outside of each appliance and ahead of the union connection thereto, in addition to any valve provided on the appliance. Said valve shall be within three feet (3') of the appliance it serves, except for gas ranges which shall have an approved flexible connector not over six feet (6') in length serving as a final connector. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, or obstruction so as to reduce gas pressure or volume. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.

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

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

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

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

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

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

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

18. Sealed Passages: All pipe passages, chutes, and similar openings through walls or floors shall be adequately enclosed or sealed to prevent the spread of fire or passage of vermin.
19. Pest Extermination: Whenever infestation exists in two (2) or more of the dwelling units or rooming units of any dwelling, or in the shared or public parts of any dwelling containing two (2) or more dwelling units or more than one rooming unit, extermination thereof shall be the responsibility of the owner.
20. Owner to Let Clean Units: No owner shall permit occupancy of the vacant dwelling unit or rooming unit unless it is clean, sanitary, and fit for human occupancy.
21. Maintenance Of Public Areas: Every owner or operator of a dwelling containing two (2) or more dwelling units or more than one rooming unit shall be responsible for maintaining, in a safe and sanitary condition, the shared public areas of the dwelling and premises thereof, unless there is a written agreement between the owner and occupant to the contrary.
22. Garbage Disposal: Every dwelling unit shall be supplied adequate facilities for the disposal of garbage which are approved by the building official and are in compliance with this code.
23. Occupancy Control: No owner or operator shall allow the occupancy of a dwelling, dwelling unit, or rooming unit to exceed the number of persons listed on the rental permit.

147.10 RESPONSIBILITIES OF OCCUPANTS.

1. Occupant Responsible for Controlled Area: Every occupant of a dwelling unit or rooming unit shall keep in a clean, safe, and sanitary condition that part of the dwelling, dwelling unit, rooming unit, or premises thereof he or she occupies and controls.
 - A. Every floor and floor covering shall be kept reasonably clean and sanitary.
 - B. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.
 - C. No dwelling or the premises thereof shall be used for the storage or handling of refuse.
 - D. No dwelling or the premises thereof shall be used for the storage or handling of dangerous or hazardous materials.
2. Plumbing Fixtures: The occupants of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof.
3. Extermination of Pests: Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; every occupant of a dwelling containing more than one dwelling unit or rooming unit shall be responsible for such extermination within the unit occupied by him whenever said unit is the only one infested. Notwithstanding the foregoing provisions of this section, whenever

infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

4. **Storage and Disposal Of Garbage:** Every occupant of a dwelling shall dispose of rubbish, garbage, and any other organic waste in a clean and sanitary manner by placing it in the supplied disposal facilities or storage containers required by this chapter.

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

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

7. **Supplied Facilities:** Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use, and proper operation thereof.

8. **Occupancy Control:** No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the number of persons listed on the rental permit.

9. **Fire Protection:** It shall be the responsibility of the occupant to maintain operational early warning fire protection systems by means of replacing batteries as needed. If these systems become inoperable by mechanical failure, the occupant is required to notify the owner.

147.11 COMPLAINTS. All persons making complaints concerning the compliance with the provisions of this chapter of any dwelling, dwelling unit, rooming house or rooming unit shall do so in the following manner:

1. The complaints shall be in writing upon a form provided by the City of Creston and signed by the complainant.

2. Such complaints shall state the address of the premises, the name of the owner, landlord or operator, and shall state the nature of the alleged violation with specificity.

3. In the case of Occupants making complaints concerning the dwelling or dwelling unit in which they reside, such tenant shall attach a dated copy of the notice in which they requested the owner or operator to correct the alleged violation, unless complaint pertains to an emergency situation as determined by the administration.

4. It is a violation of the provisions of this chapter for an owner or operator to take reprisals against any tenant making a complaint under the provisions of this chapter. Any such reprisals shall constitute a municipal infraction.

147.12 RIGHT OF ENTRY.

1. City code enforcement personnel are authorized and directed to enforce all of the provisions of this ordinance and Chapter 157 of this Code of Ordinances and to perform the duties of safeguarding the health, safety and welfare of the occupants of all rental dwellings and the general public.
2. City code enforcement personnel are authorized to enter and make inspection to enforce any of the provisions of this chapter, or whenever there is reasonable cause to believe that there exists in any building or upon any premises located within the City any condition or code violation which makes such building or premises unsafe, dangerous or hazardous.
3. City code enforcement personnel may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon them by this chapter, provided that if such building or premises is occupied, said official shall first present proper credentials and request entry; and if such building or premises is unoccupied, such official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.
4. City code enforcement personnel may make inspections of all rental premises pursuant to the City's regular inspection program as frequently as may be necessary and may make an inspection at any reasonable time based upon the need for code enforcement determined by the age of the area, the nature of the building and premises, or the condition of the entire area.
5. If such entry is refused for regular request or complaint inspections, the City code enforcement personnel shall have recourse to every remedy provided by law to secure entry. When the City code enforcement personnel shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner, occupant or any other persons having charge, care or control of any building or premises, shall fail or neglect to promptly permit entry therein by the authorized personnel for the purpose of inspection and examination pursuant to this chapter.

147.13 ACCESS BY OWNER OR OPERATOR. Every occupant of a dwelling, dwelling unit or rooming unit shall give the owner or operator or his or her agent or employee access to any part of such dwelling, dwelling unit or rooming unit for the purposes of making such inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this chapter; provided the occupant shall be given twenty-four (24) hours' written notice prior to any inspection, except in case of emergency when immediate access shall be granted.

147.14 UNRECORDED LAND CONTRACTS OR PURCHASE AGREEMENTS. For purposes of this chapter, any residential property which is the subject of an unrecorded land contract or purchase agreement shall be treated the same as rental property. The contract seller shall have the duties and responsibilities and shall be subject to the same penalties as the owner of rental property.

147.15 CHAPTER DOES NOT IMPAIR AUTHORITY TO ACT ON NUISANCES. Nothing in this chapter shall be construed or interpreted to impair or limit in any way the authority of the City to define and declare nuisances, or of the City Administrator, the Police Chief or other City officials to cause the removal or abatement of nuisances by summary proceedings or other appropriate proceedings.

147.16 CHAPTER DOES NOT ABROGATE PROVISIONS OF OTHER CODES AND ORDINANCES. The provisions of this chapter shall not abrogate the responsibility of any person to comply with any

provision of the Plumbing, Electrical, Building, Fire Prevention and Zoning Codes or other ordinances of the City.

147.17 FEES. The following fees shall be set by resolution of the Council, non-payment of which will constitute a municipal infraction:

1. Annual registration.
2. Re-inspection.
3. Late Registration.

CHAPTER 157

PROPERTY MAINTENANCE CODE

157.01 Property Maintenance Standards Enumerated	157.08 Light, Ventilation, and Occupancy Limitations
157.02 Exterior Property Areas	157.09 Plumbing Facilities and Fixture Requirements
157.03 Exterior Structures	157.10 Storm Drainage Requirements
157.04 Interior Structure	157.11 Electrical and Mechanical Requirements
157.05 Handrails and Guardrails	157.12 Fire Safety Requirements
157.06 Rubbish and Garbage	157.13 Carbon Monoxide Detectors Required
157.07 Extermination	157.14 Notice to Abate

157.01 PROPERTY MAINTENANCE STANDARDS ENUMERATED. These minimum conditions and responsibilities of persons for maintenance of structures, equipment and exterior property shall govern.

1. **Responsibility.** Owners shall be responsible to maintain structures and exterior property in compliance with these requirements while the occupants are to be responsible for keeping in a clean, sanitary and safe condition which they occupy and control.
2. **Vacant Structures and Land.** Shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause blighting problems adversely affecting the public health or safety.

157.02. EXTERIOR PROPERTY AREAS.

1. **Grading and Drainage.** Area to be maintained to prevent erosion and accumulation of stagnant water.
2. **Rodent Harborage.** Proper precautions to be taken to eliminate rodent harborage and prevent infestation.
3. **Exhaust Vents.** Vents shall not be discharged directly upon abutting adjacent public or private property.
4. **Accessory Structures.** To be maintained structurally sound and in good repair.

157.03 EXTERIOR STRUCTURES.

1. **General.** The exterior structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
2. **Premises Identification.** To have placed address numbers on the buildings that are plainly legible from the street. These numbers shall be contrasting with background and a minimum of four (4) inches in height.
3. **Structural Members.** Shall be maintained free from deterioration and capable of safely supporting the imposed loads.
4. **Exterior Walls.** Shall be free from holes, breaks and loose or rotting materials; and maintained, weatherproofed and proper surface-coated to prevent deterioration.

5. **Roofs and Drainage.** Shall not have defects that admit rain with drainage to prevent dampness, deterioration with drains, gutters and downspouts maintained and not discharged in a manner to create a nuisance.
6. **Decorative Features.** Shall be maintained in good repair with proper anchorage and in a safe condition.
7. **Overhang Extensions.** Shall be maintained in good repair with proper anchorage and in a safe condition with periodic application of weather coating materials.
8. **Stairways, Decks, Porches and Balconies.** Shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting imposed loads.
9. **Chimneys and Towers.** Shall be maintained structurally safe and sound and in good repair with exposed surfaces protected from the elements and against decay or rust.
10. **Handrails and Guards.** Shall be firmly fastened and capable of supporting normally imposed loads and maintained.
11. **Windows, Skylights and Door Frames.** Shall be kept in sound condition, good repair and weather-tight with glazing free from cracks and holes, easily openable, and capable of being held in position by window hardware.
12. **Insect Screens.** From April 1st to October 31st, outside openings required for ventilation shall be supplied with tightly fitting screens. Every storm door shall have a self-closing device in good working condition.
13. **Doors.** Shall be maintained in good condition with locks at unit's entrances being tightly secured. Doors that are equipped with a deadbolt shall be operated from the inside only by the turning of a knob and shall have a lock-throw of not less than one (1) inch. A sliding bolt shall not be acceptable, and the lock shall be operable without the use of a key, tool, special knowledge or effort.
14. **Basement Hatchways.** Shall be maintained to prevent the entrance of rodents, rain and surface drainage water.
15. **Guards for Easement Windows.** Every basement window that is openable shall be supplied with protection against the entry of rodents.
16. **Building Security.** Doors, windows or hatchways for units shall be provided with devices designed to provide security for the occupants and property within.
17. **Windows.** A unit's operable windows located in whole or part within six (6) feet of ground level shall be equipped with sash-locking devices.
18. **Basement Hatchways.** If the hatchway provides access to a unit, it shall be equipped with devices that secure the unit(s) from unauthorized entry.

157.04 INTERIOR STRUCTURE

1. **General.** Shall be maintained in good repair, structurally sound and in a clean, sanitary condition. Occupants shall keep that part of the structure which they occupy in a clean and sanitary condition. The owner of multi-family unit(s) shall maintain the shared or public areas of the structure(s) and exterior in a clean and sanitary condition.

2. Structural Members. Shall be maintained structurally sound and capable of supporting the imposed loads.
3. Stairs and Walking Surfaces. Shall be maintained in sound condition and good repair
4. Handrails and Guards. Shall be firmly fastened and capable of supporting normally imposed loads and maintained.

157.05 HANDRAILS AND GUARDRAILS

1. General. Every exterior and interior flight of stairs having more than four (4) risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than thirty (30) inches above the floor or grade below shall have guards. Handrails shall not be less than thirty (30) inches high or more than forty-two (42) inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surface. Guards shall not be less than thirty (30) inches high above the floor of the landing, balcony, porch, deck, ramp or other walking surface.

157.06 RUBBISH AND GARBAGE

1. Accumulation. There shall be no accumulation of rubbish or garbage.
2. Disposal of Rubbish. Every occupant shall use approved covered containers so as to dispose in a clean and sanitary manner.
3. Disposal of Garbage. Every occupant shall dispose of garbage in a clean and sanitary manner in covered, leak-proof containers.

157.07 EXTERMINATION

1. Infestation. Structures shall be kept free from insect and rodent infestation and exterminated if found.
2. Owner. Shall be responsible for extermination prior to renting or leasing.
3. Single Occupant. Shall be responsible for extermination on the premises of a one-family dwelling.
4. Multiple Occupancy. The owner shall be responsible for extermination in public or shared areas. The occupant shall be responsible for extermination if caused by failure to prevent infestation.
5. Occupant. Shall be responsible for continued rodent and pest-free conditions.

157.08 LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

1. General. These provisions shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

2. Responsibility. Owner shall provide and maintain light, ventilation and space conditions in compliance with these requirements and no person shall occupy any premises that do not comply with this code.

3. Alternative Devices. In lieu of the means for natural light and ventilation prescribed, artificial light or mechanical ventilation is permitted.

4. Light.

A. Habitable Spaces. Every exterior-facing wall in a habitable space shall have at least one (1) window of approved size facing directly to the outdoors or to a court with a minimum glazed area of five percent (5%) of the floor area.

B. Common Halls and Stairways. Multi-family occupancies shall be lighted at all times with at least a sixty (60) watt incandescent bulb or equivalent energy saving bulb, for each two hundred (200) square feet of floor area with a spacing not greater than thirty (30) feet.

C. Other Spaces. Shall be provided with natural or artificial light sufficient to the maintenance of sanitary conditions and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

5. Ventilation.

A. Habitable Spaces. Shall have at least one (1) openable window in every exterior-facing wall of a habitable room equal to fifty percent (50%) of the minimum required glazed area.

B. Bathrooms and Toilet Rooms. Shall comply with ventilation requirements for a habitable space, except that a window shall not be required in such spaces equipped with a mechanical ventilation system discharged to the outdoors or to a properly vented attic.

C. Clothes Dryer Exhaust. Shall be independent of all other systems by exhausting in accordance with manufacturer's instructions.

D. Privacy. Units shall be arranged to provide privacy and be separate from other adjoining spaces.

E. Minimum Room Widths. A habitable room, other than a kitchen and bathroom, shall not be less than seven (7) feet in any plan dimension.

F. Minimum Ceiling Heights. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than seven (7) feet.

6. Bedroom Regulations.

A. Area for Sleeping Purposes. Every bedroom occupied by one (1) person shall contain at least seventy (70) square feet of floor area and every person more shall be an additional thirty (30) square feet per occupant.

B. Water Closet Accessibility. Every bedroom shall have access to at least one (1) water closet and one (1) lavatory. Every bedroom in a dwelling unit shall have access to at least one (1) water closet and lavatory located in the same story as the bedroom or an adjacent story.

C. Prohibited Occupancy. Kitchens and non-habitable space shall not be used for sleeping purposes.

D. Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements.

7. Minimum Square Feet

A. Efficiency Units. A unit occupied by only one (1) occupant shall have a clear floor area of not less than one hundred fifty (150) square feet and a unit occupied by two (2) occupants shall have a clear floor area of not less than two hundred twenty (220) square feet and three (3) occupants shall have a clear floor space of not less than three hundred twenty (320) square feet. The unit shall be provided with a working space of thirty (30) inches in front of the kitchen sink, cooking appliance and refrigerator. The unit shall have a separate bathroom containing a toilet, lavatory and a tub or shower. The maximum number of occupants shall be three (3).

Space	1-2 Occupants	3-5 Occupants	6 or more Occupants
Living Room	No Requirements	120 sq ft	150 sq ft
Dining Room	No Requirements	80 sq ft	100 sq ft
Kitchen	50 sq ft	50 sq ft	60 sq ft
Bedrooms	Shall comply with Section		

157.09 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

1. **General.** This section shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.
2. **Responsibility.** The owner shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements.
3. **Required Facilities.**
 - A. **Dwelling Units.** Shall contain its own tub or shower, lavatory, toilet and kitchen sink, which shall be maintained in a sanitary and safe working condition. The lavatory shall be placed in the same room as the toilet or in close proximity. A kitchen sink shall not be used as a substitute for the required lavatory.
 - B. **Rooming Houses.** At least one (1) toilet, lavatory and tub or shower shall be supplied for each four (4) rooming units.
 - C. **Hotels.** Where private toilets, lavatories and baths are not provided, then one (1) toilet, lavatory and tub or shower having access from a public hallway shall be provided for each ten (10) occupants.
4. **Toilet Rooms.**
 - A. **Privacy.** Bathrooms shall provide privacy and shall not constitute the only passage to a hall or other space or exterior. A door and interior locking device shall be provided for all common or shared bathrooms in a multiple dwelling.
 - B. **Location.** Bathrooms serving hotel units, rooming units or dorm units shall have access by transversing not more than one (1) flight of stairs and shall have access from a common hall or passageway.
5. **Plumbing Systems and Fixtures.**
 - A. **General.** All plumbing fixtures shall be properly installed and maintained in working order, kept free from obstructions, leaks, defects and capable of performing its function.
 - B. **Fixture Clearances.** Plumbing fixtures shall have adequate clearance for usage and cleaning.
 - C. **Plumbing System Hazards.** If a hazard is found, the Code Official shall require the defects to be corrected to eliminate the hazard promptly.
6. **Water System.**
 - A. **General.** Every fixture shall be properly connected to an approved water system and shall be supplied with hot or tempered and cold running water as per the Plumbing Code.

B. Contamination. The water supply shall be maintained free from contamination and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture.

C. Supply. Shall be installed and maintained to provide a supply of water to fixtures in sufficient volume and pressures adequate to enable the fixtures to function properly, safely and free from defects and leaks.

D. Water Heating Facilities. Shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required fixture at a temperature of not less than one hundred ten degrees (110°) Fahrenheit. A gas-burning water heater shall not be located in any bathroom, bedroom or other occupied room normally kept closed unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve discharge pipe shall be properly installed and maintained on water heaters.

7. Sanitary Drainage System

A. General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

B. Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

157.10 STORM DRAINAGE REQUIREMENTS

1. General. Drainage of roofs and paved areas, yards and courts and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

157.11 MECHANICAL AND ELECTRICAL REQUIREMENTS

1. General. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

2. Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements.

3. Heating Facilities.

A. Facilities Required. Heating facilities shall be provided in structures as required by this section.

B. Residential Occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of sixty-five degrees (65°) Fahrenheit in all habitable rooms and bathrooms. Cooking appliances or portable heating units shall not be used to provide space heating to meet the requirement.

C. Heat Supply. Every owner is to furnish and maintain heat to occupants at a temperature of not less than sixty-five degrees (65°) Fahrenheit in all habitable rooms and bathrooms.

D. Room Temperature Measurement. Shall be measured three (3) feet above the floor near the center of the room and two (2) feet inward from the center of each exterior wall.

4. Mechanical Equipment.

A. Mechanical Appliances. Shall be properly installed and maintained in a safe working condition.

B. Removal of Combustion Products. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent (exception for labeled and unvented).

C. Clearances. All required clearances to combustible materials shall be maintained.

D. Safety Controls. Shall be maintained in effective operation.

E. Combustion. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided.

F. Energy Conservation Devices. Shall not be installed unless labeled for such purpose and the installation is specifically approved.

5. Electrical Facilities.

A. Facilities Required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section.

B. Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the Electrical Code. Dwellings shall be served by a three-wire (3), 120/240 volt, single-phased electrical service having a rating of not less than sixty (60) amps.

C. Electrical System Hazards. Where a hazard is found to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Official shall require the defects to be corrected immediately to eliminate the hazard.

6. Electrical Equipment.

A. Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

B. Receptacles. Every habitable space in a dwelling unit shall contain at least one (1) separate and remote receptacle outlet. Every laundry area shall contain at least one (1)

grounded-type receptacle or a receptacle with a ground-fault circuit interrupter. Every bathroom shall contain at least one (1) receptacle. Any new bathroom outlet shall have ground-fault circuit interrupter protection.

7. Elevators, Escalators and Dumbwaiters.
 - A. General. Shall be maintained to sustain all imposed loads, to operate properly and to be free from physical and fire hazards with current certificate of inspection displayed and available for public inspection.
 - B. Elevators. In buildings equipped with more than one (1) passenger elevator, at least one (1) elevator shall be maintained in operation at all times when the building is occupied.
8. Duct Systems.
 - A. General. Shall be maintained free of obstructions and shall be capable of performing the required function.

157.12 FIRE SAFETY REQUIREMENTS.

1. General. The provisions of this chapter shall govern the MINIMUM conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided. The State Fire Marshal may impose additional provisions.
2. Responsibility. The owner shall provide and maintain such fire safety facilities and equipment in compliance with these requirements.
3. Means of Egress.
 - A. General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way.
 - B. Aisles and Corridors. The required width of aisles and corridors shall be thirty-six (36) inches within dwelling units and multi-family dwellings. Aisles and corridors shall be unobstructed.
 - C. Locked Doors. All means of egress doors shall be readily openable from the side from which egress is to be made without need for keys, special knowledge or effort.
 - D. Emergency Escape Openings. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grills, 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 Building Code and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than which is required for normal operation of the escape and rescue opening.

4. Fire-Resistance Ratings.

A. Fire-Resistance-Rated Assemblies. The fire resistance rating of the walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

B. Opening Protection. Required opening protectives shall be maintained in an operative condition. All fire and smoke-stop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

5. Fire Protection Systems.

A. General. Existing residential rental units not already provided with single-station smoke alarms shall be provided with approved single-station dual-sensor smoke alarms.

B. Smoke Alarms. Approved single- or multi-station smoke alarms shall be installed and maintained in existing single- and multi-family dwelling units, duplexes, congregate residences and hotel/lodging house guest rooms regardless of occupant load in each sleeping room and immediately outside of sleeping areas and on each story including the basement.

C. Fire Extinguishers. Multi-family dwellings shall have a 2A10BC-rated fire extinguisher located within seventy-five (75) feet of each dwelling unit's main entrance. Extinguishers shall be checked and tagged by a qualified service person annually.

157.13 CARBON MONOXIDE DETECTORS REQUIRED.

1. General. Approved carbon monoxide detectors are required to be installed and maintained in each dwelling unit.

2. Responsibility. The owner shall provide and maintain such detectors and equipment in compliance with these requirements.

157.14 NOTICE TO ABATE. Upon discovery of violations of this Chapter, the City may within seven (7) days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances.