

ORDINANCE NO. 2017-08

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EAGLE GROVE, IOWA BY ADDING A NEW CHAPTER 148, RENTAL INSPECTION REGULATORY AND INSPECTION PROGRAM

BE IT ENACTED by the City Council of the City of Eagle Grove, Iowa:

SECTION 1. NEW CHAPTER. The Code of Ordinances of the City of Eagle Grove, Iowa is amended by adding a new Chapter 148, entitled RENTAL INSPECTION REGULATORY AND INSPECTION PROGRAM, which is hereby adopted to read as follows:

148.01 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.

148.02 DEFINITIONS. For the purposes of interpreting and enforcing this chapter, the following definitions shall apply:

1. “Controlled Area” means areas leased to the occupant and not generally accessible to the general public, which includes, but is not limited to, dwelling units, garage units and storage units assigned to the occupant under the lease agreement.
2. “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.”
3. “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.”
4. “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.
5. “Occupancy” means the act or acts of living, sleeping or cooking in, or having actual possession of a dwelling, dwelling unit or rooming unit.
6. “Occupant” means any person, including an owner or operator, living, sleeping or cooking in, or having actual possession of a dwelling, dwelling unit or rooming unit.

7. “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.
8. “Owner” means any person who, alone or jointly or severally with others:
 - A. Has legal title or equitable title to any dwelling, dwelling unit, rooming hour or rooming unit;
 - B. Has charge, care or control of any dwelling, dwelling unit, rooming house or rooming unit as personal representative, executor, executrix, administrator, administratrix, trustee, conservator of the estate or as the owner.
9. “Rental property” means any dwelling for which a stated return or payment is made for the possession or use thereof.
10. “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.
11. “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.
12. “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.
13. “Temporary housing” means any tent, trailer, motor home, or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure, or to any utilities system on the same premises for more than thirty (30) days.

148.03 TERMS DEFINED IN OTHER CODES. Where terms are not defined in this chapter and are defined in Chapter 157 of this Code of Ordinances, they shall have the same meanings ascribed to them in that chapter.

148.04 TERMS NOT DEFINED. Where terms are not defined under the provisions of this chapter or under Chapter 157 of this Code of Ordinances, they shall have ascribed to them their ordinarily accepted meanings or such as any context herein may imply.

148.05 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.

148.06 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 that registration must be amended

when the property is sold or has a status change. The registration shall be due May 1 of each calendar year.

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 initially registered within the period established in 148.06(1), a late fee for each structure may be added or a municipal infraction pursued.

4. The registration, administrative and other fees outlined in Section 148.16 of this code shall be set by resolution of the Council.

148.07 REGISTRATION.

1. 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. Such registration shall be renewed on an annual basis.

2. Any person who fails to register their property or properties may be deemed guilty of a municipal infraction.

3. For newly constructed rental property, the registration deadline is thirty (30) calendar days after the City Administrator is notified of construction completion.

4. For rental property that transfers ownership, the registration deadline is thirty (30) calendar days after the final transfer and/or the recording of such. No additional fee shall be due from the new owner for currently registered properties until the next registration deadline.

5. For properties converted to rental property, the registration deadline is thirty (30) calendar days after said status change.

6. The registration deadline for a rooming house or other property theretofore required to be regularly inspected by the State of Iowa is thirty (30) calendar days after the exemption under Chapter 148.08(4) expires.

7. Failure to register within the prescribed period may result in a late fee being added or a municipal infraction being pursued.

148.08 PROGRAM FOR RENTAL INSPECTION.

1. Required Inspections. Regular inspections of each rental property shall be conducted every three (3) years by a designee 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.

2. 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 this chapter or Chapter 157 of the Code of Ordinances. Upon a successful completion of such inspection, the unit shall be exempt from regular inspections for a period of three (3) years.

3. 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. A rental certificate shall be issued by the City for units which have passed this inspection requirement.

4. State-Inspected Properties. All properties required to be regularly inspected for health and safety standards by the State of Iowa, including but not limited to, nursing homes, assisted living facilities, hotels, or bed and breakfast inns are exempt from regular inspections. Owners of properties claiming exemption under this provision must furnish a copy of the most recent state inspection report if requested by the City Administrator or designee to verify the exemption.

5. Other Exempt Properties. Subject to the determination of code enforcement staff, the following types of properties are generally considered to be exempt from registration and inspection:

- A. Properties that qualify for the State of Iowa homestead property tax credit;
- B. Single-family homes or dwelling units occupied by lineal ascendants or descendants of the owner, as defined by Iowa Code Chapter 450.9;
- C. Single-family homes or dwelling units owned by a trust, in which a trustee lives in the home or dwelling unit; and

6. Failed Inspections. If, after a City 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 an additional fee if more than one (1) re-inspection is needed to gain compliance.

148.09 RESPONSIBILITIES OF OPERATORS. In addition to and in accordance with the requirements of Chapter 157 and other applicable chapters of this Code of Ordinances, operators are designated to be specifically responsible for the following items. Where any conflict may appear between the guidelines of this chapter and Chapter 157, the definitions and guidelines of this chapter shall control.

1. Maintenance of Structure:

- A. Structures 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. [Eagle Grove Code of Ordinances, Chapter 157.04(1), 157.04(3), 157.04(8), 157.04(10), 157.05 and 157.06]
 - B. Exterior shall be maintained in reasonably weathertight, watertight, rodent-proof and insect-proof condition. [Eagle Grove Code of Ordinances, 157.03(2) and 157.04(12)]
 - C. Doors shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within the frame. [Eagle Grove Code of Ordinances, 157.04(13)]
 - D. Windows shall be maintained in good and functional condition and shall fit reasonably well within the frame. [Eagle Grove Code of Ordinances, 157.04(11)]
 - E. Interior surfaces shall be maintained so as to permit the surface to be kept in a clean and sanitary condition, notwithstanding the occupant's obligations under Section 148.10(1)(A) and 148.10(1)(B). [Eagle Grove Code of Ordinances, 157.05(5)]
 - F. Accessory structures shall be kept in a reasonably good state of repair. [Eagle Grove Code of Ordinances, 157.03(4)]
2. Rainwater drainage. [Eagle Grove Code of Ordinances, 157.04(5)]
 3. Grading, drainage and landscaping of premises. [Eagle Grove Code of Ordinances, 157.03(1)]
 4. Chimneys and smoke pipes shall be maintained in a reasonably good state of repair. [Eagle Grove Code of Ordinances, 157.04(9)]
 5. Exterior surfaces shall be reasonably maintained, protected from the elements and against decay. [Eagle Grove Code of Ordinances, 157.04(4)]
 6. Means of egress shall be maintained in good condition and shall be free of obstruction at all times. [Eagle Grove Code of Ordinances, 157.12(3)]
 7. Hanging screens and storm windows shall be maintained by the owner or operator of the premises except when there is a written agreement between the owner and the occupant to the contrary. [Eagle Grove Code of Ordinances, 157.04(11)]
 8. Electrical systems of every dwelling or accessory structure shall be maintained in good and safe working condition. [Eagle Grove Code of Ordinances, 157.11(5) and 157.11(6)]

9. Supplied plumbing fixtures and systems shall be maintained in good and sanitary working condition. [Eagle Grove Code of Ordinances, 157.10(5), 157.10(6) and 157.10(7)].
10. Gas appliances and facilities shall be properly connected and maintained in good condition. [Eagle Grove Code of Ordinances, 157.10(6D) and 157.11(3B)]
11. Heating and supplied cooling equipment shall be maintained in good and safe working condition. [Eagle Grove Code of Ordinances, 157.11(3)]
12. Floors in kitchen and bathrooms shall be constructed and maintained so as to permit such floor to be easily kept in a clean, dry, and sanitary condition. [Eagle Grove Code of Ordinances, 157.05(5)]
13. Supplied facilities required by Chapter 157 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 operator'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. [Eagle Grove Code of Ordinances, 157.10 and 157.11]
14. Refrigerators and stoves, where provided by the operator, shall be maintained in good and safe working condition.
15. Fire protection systems and carbon monoxide detection systems, where present, shall be maintained in good working condition at all times and shall be provided at the beginning of each tenancy. [Eagle Grove Code of Ordinances, 157.12(5) and 157.13]
16. Covered cisterns shall be fenced, safely covered, or filled in such a way as not to create a hazard to life or limb. [Eagle Grove Code of Ordinances, 157.04(17)]
17. Openings through walls or floors shall be adequately enclosed or sealed to prevent the spread of fire or passage of vermin. [Eagle Grove Code of Ordinances, 157.03(2)]
18. Pest extermination shall be the responsibility of the operator 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. [Eagle Grove Code of Ordinances, 157.08]
19. Operator to Let Clean Units: No operator shall permit occupancy of the vacant dwelling unit or rooming unit unless it is clean, sanitary, and fit for human occupancy. [Eagle Grove Code of Ordinances, 157.05(1)]

20. Maintenance of public areas in a safe and sanitary condition shall be the responsibility of the operator of a dwelling containing two (2) or more dwelling units or more than one rooming unit, unless there is a written agreement between the operator and occupant to the contrary. [Eagle Grove Code of Ordinances, 157.05(1)]

21. Provision of adequate facilities for the disposal of garbage in compliance with this code is required.

148.10 RESPONSIBILITIES OF OCCUPANTS. An occupant's failure to fulfill the responsibilities of this section shall not cause the failure of an inspection or the refusal to issue a rental certificate. An occupant's failure to fulfill these responsibilities, however, could provide rights to a landlord under the Iowa Uniform Residential Landlord and Tenant Act.

1. Occupant Responsibility: 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 authorized disposal facilities or storage containers required by this code.

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. 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.

148.11 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. Before filing a complaint with the City, occupants shall provide the operator a written, dated notice providing sufficient detail to identify alleged violations. The notice shall be provided to operator by certified mail or delivery confirmation.

2. Instances 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 the complaint pertains to an emergency situation as determined by the City Administrator or his or her designee.

3. The complaints shall be in writing upon a form provided by the City of Eagle Grove and signed by the complainant.

4. 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.

5. 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.

6. Upon receipt of evidence that the operator has received proper notification as to an alleged violation and been given an appropriate amount of time to resolve the complaint, the City may within seven (7) days initiate abatement procedures as outlined in Chapter 50 of this Code of Ordinances or utilize any other remedy available to it under this Code of Ordinances, at law, or in equity.

148.12 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 said official shall first present proper credentials and request entry. 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 for 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.

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.

148.13 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.

148.14 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 or otherwise limit in any remedy available to the City under this Code of Ordinances, at law, or in equity.

148.15 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 other ordinances of the City.

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

1. Annual registration and triennial inspection, which are to follow a format of a set dollar amount for the first unit of each building, with a lesser fee for each additional unit of a building.
2. Re-inspection.

3. Late registration.
4. Section 8 inspection filing fee.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be judged 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 4. WHEN EFFECTIVE. This ordinance shall be in effect after final passage, approval and publication as provided by law. Inspections under this ordinance shall not begin until January 1, 2018.

PASSED AND APPROVED by the City Council on the _____ day of November 2017.

Sandy McGrath, Mayor

ATTEST:

Araceli Day, Deputy City Clerk

Approved on First Reading: 10-16-2017
Approved on Second Reading: 11-07-2017
Approved on Third & Final Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____ November _____, 2017.

City Clerk