

**ORDINANCE NO. 484**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FAYETTE, IOWA, BY ADDING REGULATIONS PROVIDING A RENTAL HOUSING CODE.**

**BE IT ENACTED** by the City Council of the City of Fayette, Iowa, as follows:

That the Code of Ordinances of the City of Fayette, Iowa, is hereby amended by adding thereto as Chapter 146, the following:

**CHAPTER 146**

**RENTAL PROPERTY HOUSING CODE**

146.01	Definitions	146.13	Interior Air Quality
146.02	Registration and Fees	146.14	Sanitary Facilities
146.03	Notice of Inspection	146.15	Sanitary Conditions
146.04	Enforcement	146.16	Water Supply
146.05	Penalties and Corrective Actions	146.17	Lead-Based Paint
146.06	Right to Appeal	146.18	Thermal Environment
146.07	Scope	146.19	Structure and Materials
146.08	Access and Exits	146.20	Space and Security
146.09	Illumination & Electricity Residents	146.21	Site and Neighborhood
146.10	Fire Warning Systems	146.22	Certification of Inspected Housing
146.11	Plumbing Equipment	146.23	Conflict with Ordinances
146.12	Food Preparation and Refuse Disposal		

**146.01 DEFINITIONS.** The following terms are defined for use in this chapter:

1. “Approved” as to materials and types of construction, means and refers to approval of the Housing Inspector as the result of investigation and tests conducted by the Housing Inspector, or by reason of accepted principles or test by national authorities, technical or scientific organizations.
2. “Building, existing” means a building erected prior to the adoption of this Housing Code, or one for which a legal building permit has been issued.
3. “Contractor inspector” means an independent contractor retained by the City or the Housing Inspector to complete inspections of property subject to this Chapter.
4. “Dangerous” means likely to cause or result in harm or injury.
5. “Dwelling” means any building, structure, or mobile home except temporary housing which is wholly or partly used or intended to be used for living or sleeping by human occupants and including any appurtenances attached thereto.

6. “Dwelling unit” means any mobile home, room, or group of rooms located with a building forming a single habitable unit with facilities that are used for living, sleeping, cooking, or eating or both by one family.
7. “Dwelling unit, rental” means any dwelling unit which is or is intended to be rented, leased, let, or hired out to be occupied.
8. “Egress” means an arrangement of existing facilities to assure a safe means of exit from buildings.
9. “Emergency” means a situation which poses an immediate risk to health, life, property, or environment.
10. “Family” means an individual, or two or more persons related to one another by blood, marriage, or legal adoption, including foster children, and not more than two roomers; or in the alternative, not more than three unrelated persons.
11. “Grievance Board” means a board established pursuant to this Chapter consisting of three members who shall be appointed by the Mayor and City Council and shall exercise the powers and duties as specified herein.
12. “Hazardous” means a situation which poses a level of threat to life, health, property, or environment. Most hazards are dormant or potential, with only a theoretical risk of harm; however, once a hazard becomes “active” it can create an emergency situation.
13. “Housing Inspector” means the individual and the individual’s designated representatives appointed by the City Council to administer and enforce the Housing Code. Housing Inspector is also known as the enforcement official.
14. “Lead-based paint” means any paint containing more lead than the level established by the U.S. Consumer Product Safety Commission as being the “safe” level of lead in residential paint and paint products.
15. “Multiple-unit residential building” means a residential building, an apartment house or a portion of a building or an apartment house with four or more units, hotel, motel, dormitory or rooming house.
16. “Owner” means any person, agent, partnership, or corporation having a legal or equitable interest in the property.
17. “Sleeping room” means a room which has two working electrical outlets, an overhead light and a window to the outside.

18. "Temporary housing" means any tent, trailer, motor home or other structure used for human shelter for less than seventy-two (72) hours, which is designed to be transported and which is not attached to the ground, to another structure, or to any utility system on the premises.
19. "Unit" means residential space for the private use of a family, including individuals who comprise a family, such as an apartment, housing or independent group residence, which contains a living room, kitchen area, bathroom, and bedroom.
20. "Unsafe" means lacking in security or safety, involving or causing danger or risk, liable to hurt or harm.

#### **146.02 REGISTRATION AND FEES.**

1. Notification Required. No person shall operate a rental dwelling unit or rental of mobile homes unless the person has first registered such rental unit with the City. There shall be no fee for such notification. Rental Registration forms can be found online at [www.fayetteiowa.com](http://www.fayetteiowa.com) under the government/rental registration tab or at City Hall at 11 S. Main Street, Fayette, IA 52142.
2. Inspection Fees. The following fee schedule shall apply and are subject to change via Resolution of the City Council:
  - A. Initial inspections, as set forth in the Plan of Inspection - \$60.00 per hour plus the amount of the bill submitted to the City by the contract inspector for inspection of the exterior structure, common areas, basement, attic. The initial inspection is paid by the City.
  - B. Complaint inspections - \$60.00 per hour plus the amount of bill submitted to the City by the contract inspector for complaint inspection and recheck, if a violation of the Housing Code is found; no fee to property owner if no violation of the Housing Code is found, however a fee of \$100.00 plus the amount of the bill submitted to the City by the contract inspector shall be assessed to the complainant for complaints found to be unfounded and filed simply to harass or badger the property owner.
  - C. Re-inspection – A fee of \$60 per hour will be charged for each scheduled re-inspection following the initial re-inspection. The re-inspection is paid by the property owner.
  - D. "No Shows" (scheduled inspections in which the owner, operator, agent, tenant, or other representation of the owner is not present to permit the inspector entrance to the premises or any inspection that is rescheduled with

less than two (2) hours advanced notice). A fee of \$120.00 will be charged for each scheduled inspection listed as a “no show.”

- E. The fee for re-inspections and “no shows” is based on the number of rechecks and/or “no shows” as depicted in the following chart plus the costs to the City as billed by the contract inspector:

Initial inspection per hour (City pays)	\$ 60.00
First re-inspection per hour (Property Owner Pays)	\$ 60.00
Second re-inspection per hour (Property Owner Pays)	\$ 60.00
Third or more re-inspection per hour (Property Owner Pays)	\$120.00
No show (Property Owner Pays)	\$120.00

- F. **Penalty for Late Payments.** If payment of inspection and re-inspection fees is not made within thirty (30) days of the billing date the owner shall be charged a late payment fee of twenty-five dollars plus interest on the original fees beginning 30 days after the said due date. The City shall send a notice of the late payment fee to such owner by first class mail to the owner’s personal or business mailing address. Any unpaid penalty, fine, fee, or interest shall constitute a lien on the real property and may be collected in the same manner as a property tax. However, before a lien is filed, the City shall send a notice of intent to file a lien to the owner of the housing by first class mail to such owner’s personal or business mailing address. If payment of a fee due from an unfounded complaint is not made within thirty (30) days of the billing date the complainant shall be charged a late payment fee of twenty-five dollars plus interest on the original fee beginning 30 days after the said due date. The City shall send a notice of the late payment fee to such complainant by first class mail to the complainant’s personal or business mailing address.
- G. **Appeals Process.** The late payment fee and the interest shall not accrue if such owner files an appeal with the City Clerk within 5 business days of receipt of the notice of same. The matter shall be heard by the City Council appointed Grievance Board and notice to the person so appealing shall be given by regular mail to the owner’s personal or business mailing address. At the conclusion of the hearing, the Grievance Board shall render a written decision as to whether or not the late payment fee and interest shall accrue. If the owner is not satisfied with the Grievance Board’s decision, then they may be heard by the Fayette City Council who will make the final and binding decision.

### **146.03 NOTICE OF INSPECTION**

1. Notice of intent to inspect will be sent via certified mailing or served by a Fayette Police Officer to the owner of the property. The owner must notify the tenant of the date and time of inspection to ensure entry by the Housing Inspector. The inspection notice shall be at least 24 hours from posting of notice or 72 hours from mailing of notice.

### **146.04 ENFORCEMENT.**

1. Authority. The Mayor and the Police Chief are authorized and directed to enforce all of the provisions of this Rental Housing Code.
2. Right of Entry.
  - A. Whenever necessary to make an inspection to enforce any of the provisions of this Housing Code, or whenever the Housing Inspector or the Housing Inspector's authorized representative has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the Housing Inspector may enter such building or premises at all reasonable times to inspect the same to perform any duty imposed upon the Housing Inspector by this Code, provided that if such building or premises be occupied, the Housing Inspector shall first present proper credentials and request entry. If such building or premises be unoccupied, the Housing Inspector shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Housing Inspector or the Housing Inspector's authorized representative shall have recourse to every remedy provided by law to secure entry.
  - B. When the Housing Inspector shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building or premises shall fail or neglect, after proper request is made as provided in this section, to promptly permit entry by the Housing Inspector for the purpose of inspection and examination pursuant to this Code.
3. Inspections. All building or structures within the scope of this Housing Code shall be subject to inspection in accordance with and in the manner provided by this Code and the Building Code. A passing inspection for federal housing purposes has no weight or bearing upon compliance with this Rental Housing Code.
4. Requirements Not Covered by Code. Any requirement not specifically covered by this Housing Code but found necessary for the safety, health, and general welfare of

the occupants of any dwelling shall be determined by the Housing Inspector subject to appeal to the City Council.

5. Notice of Violation. Whenever the City receives notice of complaint of violation, unless determined by the Housing Inspector, Mayor, or City Council to be an emergency, the complaining party shall first provide written proof to the City of an attempt to contact the property owner in regard to the complaint. If no such attempt has been made, City staff may assist the complainant in making such communication, via form letter to the property owner. Whenever the Housing Inspector determines that any dwelling, dwelling unit or rooming unit, or the premises surrounding any of these, fails to meet the requirements set forth in this Housing Code or applicable rules and regulations issued pursuant thereto, the Housing Inspector, in accordance with existing legislation, shall issue a written notice setting forth the alleged failures, and advising the owner, occupant, operator or agent that such failures must be corrected.
6. Service of Notice. The notice prescribed in subsection 5 of this section shall:
  - A. Be served upon the owner, occupant, operator, or agent of the dwelling, dwelling unit or rooming unit personally or by certified mail, addressed to the owner, occupant, operator or agent. If one or more persons to whom such notice is addressed cannot be found after diligent effort to do so, service may be made upon such persons by posting the notice in or about the dwelling, dwelling unit or rooming unit described in the notice, or by causing the notice to be published in a newspaper of general circulation, for a period of 5 consecutive days.
7. Re-inspection. At the end of the period of time allowed for the correction of any violation alleged, the Housing Inspector shall re-inspect the dwelling, dwelling unit, or rooming unit described in the notice. If upon re-inspection, the violations are determined by the Housing Inspector not to have been corrected, the Housing Inspector may initiate legal proceedings for the immediate correction of the alleged violations.
8. Emergency Orders. Whenever the Housing Inspector finds that an emergency exists on any premises, or in any structure or part thereof, or in any defective equipment which requires immediate action to protect the public's health and safety or that of the occupants thereof, the Housing Inspector may, with proper notice and service as described in this chapter, issue an order reciting the existence of such an emergency and requiring the vacating of the premises or such action taken as the Housing Inspector deems necessary to meet such emergency. Not with standing other provisions of this Housing Code, such order shall be effective immediately, and the premises or equipment involved shall be placarded immediately upon service of the order. Any person to whom such order is directed shall comply with the order. Such

person may thereafter, upon petition directed to the Housing Code Board of Appeals, be afforded a hearing as prescribed in this Housing Code. Depending upon the findings of the Board at such hearings as to whether the provisions of this Code and the rules and regulations adopted pursuant to the Code have been complied with, the Board shall continue such order or modify or revoke it.

#### **145.05 PENALTIES AND CORRECTIVE ACTIONS.**

1. **Actions Authorized.** The Housing Inspector shall take any action authorized by this chapter to assure compliance, or to prevent violations of its provisions. Specifically, this may include citation for municipal infractions pursuant to Chapter 3 of this Code of Ordinances. The Housing Inspector may recommend to the City Attorney the institution of other legal or equitable actions for the enforcement of this chapter.
2. **Each Day a Violation.** Each act of violation and every day upon which a violation occurs or continues constitutes a separate offense.
3. **Applicability.** No penalty shall be assessed for a violation of this chapter as for the time that the dwelling unit is vacant and remains vacant. However, no dwelling unit for which an order or notice of an alleged violation of this code has been issued may be reoccupied until such time that the violation has been corrected and a Certificate of Inspected Housing has been issued. In the event that a dwelling or dwelling unit become vacant before the violation has been corrected and a Certificate of Inspected Housing has been issued, the Housing Inspector may post a notice on or about the dwelling or dwelling unit. The notice shall state the described dwelling or dwelling unit contains Housing Code violations and that such dwelling or dwelling unit shall not be occupied until such time that the violations have been corrected and a Certificate of Inspected Housing has been issued. It is the responsibility of the owner or agent to inspect the premises at least every thirty (30) days to make sure the notice is still posted on the property. It shall be a violation of this Code to remove or deface such notice until a Certificate of Inspected Housing has been issued. It is the responsibility of the owner or agent to notify the Housing Inspector within 72 hours if the notice is removed prior to the issuance of the Certificate of Inspected Housing.
4. **Prosecution.** In case there is no prompt compliance with any violation order, the Housing Inspector may issue a citation pursuant to Section 805.1 through 805.5 of the Code of Iowa and request the City Attorney to institute an appropriate action or proceeding at law to exact the penalty provided herein and, in addition, may ask the legal representative to proceed at law or in equity against the person responsible for the violation for the purpose of ordering the person:
  - A. To restrain, correct, remove the violation or refrain from any further execution of work;

- B. To restrain or correct the erection, installation, or alteration of such structure;
  - C. To require the removal of work in violation;
  - D. To prevent the occupation or use of the structure, or part of the structure erected, constructed, installed, altered or maintained in violation of the provisions of this Code.
5. Other Remedies. The City Attorney is authorized to pursue any other remedy available in law or equity to correct violations of the provisions of this Housing Code.
  6. Penalty. Non-compliance with this chapter will be considered a municipal infraction according to Chapter 4 of the Fayette City Code.

**146.06 RIGHT TO APPEAL.**

1. Housing Code Appeals. In order to provide reasonable variances for existing structures which cannot practicably meet the standards in the Housing Code, but are not unsafe for habitation, a person aggrieved by a written notice of this Housing Code may file for an appeal as provided below.
2. Appeals Process.
  - A. Any person aggrieved by a written notice of the City issued in connection with any alleged violation of this Housing Code or of any applicable rule or regulation issued pursuant to the Housing Code or by any order requiring repair or demolition, may apply in writing to the City Appointed Grievance Board for a reconsideration of such notice or order provided that such application is made within thirty (30) calendar days after the date of postmark of notice or proof of service.
  - B. As soon as practicable after receiving a written appeal, the City appointed Grievance Board shall hold a public meeting to consider the appeal. The applicant shall be advised in writing of the time and place of such meeting at least four (4) days prior to the date of the meeting. At such meeting, the applicant shall be given an opportunity to be heard and to show cause why such notice or order should be modified, extended, withdrawn or variance granted. The City Grievance Board may, in its discretion, hold a public hearing on any matter brought before the Board. If the owner is not satisfied, then they may request an appeal to the City Council in writing within 10 days of the Grievance Board's decision.
  - C. The City Council, by a majority vote, may sustain, modify, or withdraw the notice or order. In granting an extension or variance of any notice or order, the City Council shall observe the following conditions:



- (1) The City Council may grant an extension of time for the compliance of any notice or order for not more than 18 months subject to appropriate condition and provided that the City Council makes specific findings of fact based on evidence relating to the following:
  - a. That there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order.
  - b. That such an extension is in harmony with the general purpose and intent of this Housing Code in securing the public health, safety, and general welfare.
  
- (2) The City Council may grant a variance in a specific case and from a specific provision of this Housing Code subject to appropriate conditions and provided the City Council makes specific findings of fact based on evidence relating to the following:
  - a. That there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order.
  - b. That the effect of the application of the provisions would be arbitrary in the specific case.
  - c. That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect.
  - d. That such variance is in harmony with the general purpose and intent of this Housing Code in securing the public health, safety and general welfare.
  
- D. Failure of any person to file an appeal in accordance with the provisions of this section shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or to any portion thereof.
  
- E. Enforcement of any notice or order issued under this Code shall be stayed during the duration of an appeal of the order, which is properly and timely filed.

**146.07 SCOPE.** The requirements and standards set forth in Section 146.08 through 146.21 of this chapter shall apply to all rental dwelling units and their premises in the City.

**146.08 ACCESS AND EXITS.** Exits serving every building, structure or confined area which are used or intended to be used at any time for human occupancy shall be maintained in accordance with this Housing Code.

1. Performance Standards. The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties, and the building shall provide an alternate means of egress in case of fire including but not limited to fire stairs or egress through windows. Sole access to the dwelling unit may not be through another dwelling unit. Alternate means of egress may include:
  - A. An openable window if the unit is on the first or second floor or easily accessible to the ground.
  - B. A back door opening onto a porch with a stairway leading to the ground.
  - C. Such other methods as permitted by City or State Fire Codes.
  - D. Required exits shall not be blocked or otherwise unusable.

#### **146.09 ILLUMINATION AND ELECTRICITY.**

1. Performance Requirement. Each room shall have adequate or artificial illumination to permit normal indoor activities and to support the health and safety of the occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances while assuring safety from fire. The following performance standards shall be met:
  - A. Windows must be free of signs of deterioration or missing or broken-out window panes. "Deterioration" means that the window is no longer able to keep out snow or rain; or that broken glass presents a hazard. Window panes must not be dangerously loose. Windows must be able to close.
  - B. The required light fixtures and outlets must be present and working. Light fixtures must be securely fastened to a ceiling or wall.
  - C. The electrical system shall not contain the following:
    - (1) Broken or frayed electrical wires.
    - (2) Bare metal wires not covered by rubber or plastic insulation.
    - (3) Loose or improper wire connections to outlets.
    - (4) Light fixtures hanging from electric wire.
    - (5) Missing cover plates on switches or outlets.
    - (6) Rubber or plastic coated electrical wiring in a room that is mounted on the surface of a wall or ceiling in a manner that allows it to be broken, cut, or damaged in other ways. This standard applies to surface

mounted non-metallic sheathed wires including, but not limited to “Romex.”

- (7) Lamp cord used as part of the permanent wiring.
- (8) Outlets or electric appliances located too near where water might splash. Outlets near any source of water must be G.F.I. compliant.
- (9) Exterior wiring and appliances unsuited to all-weather service.

D. Shared exits, and common hall and stairways in every building, except single family, not new dwellings, shall be reasonable illuminated at any time the building is occupied for travel in such areas.

- 2. Acceptability Criteria. Living and sleeping rooms shall at include at least one window. A light fixture shall be present and working in the bathroom and kitchen area. At least two electric outlets, one of which may be an overhead light, shall be present and operable in the living area, kitchen area and each bedroom area.
- 3. Electrical Equipment. All electrical equipment, wiring, and appliances shall be installed and maintained in a safe manner. All electrical equipment shall be of an approved type and comply with the National Electrical Code in effect at the time of inspection.

**146.10 FIRE WARNING SYSTEMS.** It is the responsibility of the owner, operator, or agent of the dwelling unit to provide smoke detectors conforming to all of the following for each dwelling unit or rooming unit:

- 1. Every dwelling unit and every rooming unit in a rooming house used for sleeping purposes shall be provided with smoke detectors.
  - A. In dwelling units, detectors shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to rooms used for sleeping purposes.
  - B. In an efficiency dwelling unit, the detector shall be centrally located on the ceiling of the main room and central corridor.
  - C. Where sleeping rooms are on an upper level, the detector shall be placed at the center of the ceiling directly above the stairway.
- 2. All detectors shall be located in accordance with approved manufacturer’s instructions. When actuated, the detector shall provide an alarm in the dwelling unit or rooming unit.

3. In new construction, required smoke detectors shall receive their primary power from the bonding wiring when such wiring is served from a commercial source. Wiring shall be permanent and without a disconnecting switch other than those required for over-current protection.
4. Smoke detectors may be battery operated when installed in existing buildings or in buildings without commercial power, or in existing buildings which undergo alterations, repairs, or additions.
5. All multiple-unit residential buildings shall be equipped with at least one smoke detector in each corridor, unless that building is equipped with heat detection devices or a sprinkler system with alarms approved by the State Fire Marshal. It is the responsibility of the tenant to maintain the smoke detectors and to periodically test the smoke detectors in accordance with manufacturer's instructions.

**146.11 PLUMBING EQUIPMENT.** All plumbing equipment, pipes, and appliances shall be installed and maintained in a safe manner. All plumbing equipment shall be of an approved type. The following performance standards shall apply:

1. Plumbing pipes and fixtures shall be free from major leaks.
2. The hot water heater must be located, equipped, and installed in a safe manner. No combustible materials may be piled up against the heater. The hot water heater must have a temperature-pressure relief valve and discharge line directed toward the floor. Hot water heater flues must have adequate clearance from combustible materials. Hot water heater flues must safely vent exhaust gases and have a slope of at least ¼ inch for each foot of run. The hot water heater must not have any serious leaks.

**146.12 FOOD PREPARATION AND REFUSE DISPOSAL.**

1. Performance Requirement. The dwelling unit shall contain suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
2. Performance Standards. The following performance standards shall be applied:
  - A. Adequate space and available hook ups (power sources) shall be available for oven and stove or range and refrigerator.
  - B. The kitchen or kitchen area must have a permanently attached kitchen sink. The sink must have running hot and cold water from the faucets and a properly connected drain with gas trap.

**146.13 INTERIOR AIR QUALITY.** The following performance standards shall be applied:

1. The dwelling units shall be free from carbon monoxide, sewer gas, fuel gas, radon and formaldehyde in levels considered to be dangerous by the U.S. Environmental Protection Agency.
2. Bathroom areas must have either an openable window or a working exhaust vent system.

**146.14 SANITARY FACILITIES.**

1. Acceptability Criteria. A flush toilet in a separate private room, a fixed basin with hot and cold running water, and a shower or tub with hot and cold running water shall be present in the dwelling unit, all in proper operating condition. These facilities shall utilize an approved public or private disposal system.
2. Performance Standards. The following performance standards shall be applied:
  - A. A flush toilet must be contained within the dwelling unit and available for the exclusive use of the occupants of the unit. Out-houses or facilities shared by occupants of other dwelling units are not acceptable. The toilet must allow for privacy.
  - B. The toilet must be in working condition. The toilet must have the following:
    - (1) Be connected to a water supply and sewer drain.
    - (2) Connections, vents and traps in sound condition. Connections, vents, and traps must not allow severe leakage of water or escape of gases.
  - C. The bathroom area must have a working permanently installed wash basin, and a working tub or shower. A kitchen sink is not acceptable, but a wash basin may be located separate from the other bathroom facilities including, but not limited to, in a hallway.
  - D. The wash basin and the tub or shower must be connected to a system that delivers hot and cold running water; connected to a drain with a gas trap; must not be clogged; and must not have connections that allow severe leakage of water or escape of sewer gases.
  - E. The sanitary facilities must be connected to the City sewer system or a private disposal system.

**146.15 SANITARY CONDITIONS.** The dwelling unit and its equipment shall be free from rats and severe infestation by mice or vermin including, but not limited to, roaches, as evidenced by vermin runs, large vermin holes, and droppings.

**146.16 WATER SUPPLY.** The unit must be connected to the City water system or a private well.

**146.17 LEAD-BASED PAINT.** In all homes constructed prior to 1978 the pamphlet provided by Iowa Department of Health “How to protect Iowa Families” will be provided to owner/tenant of the property and the appropriate disclosure signed by whomever resides in the unit. This disclosure will be kept in the unit packet.

**146.18 THERMAL ENVIRONMENT.** The following performance standards shall be applied:

1. The heating system must be capable of delivering a constant temperature level of at least 65 degrees Fahrenheit, at a point three feet above the floor and three feet from an exterior wall in bedrooms, living room, kitchen, bathroom and all other rooms used for living.
2. Unvented fuel burning space heaters are unacceptable.
3. Oil burning systems must meet all of the following standards:
  - A. Fuel oil tanks must be raised up off of the floor on a stable base to prevent movement.
  - B. The fuel line must have a shut-off valve at the base of the tank to turn off the flow of fuel
  - C. Any fuel oil line that runs across the floor must be protected to prevent any damage.
4. Gas burning systems must meet all of the following standards:
  - A. No gas shall be stored on the premises except for units not served by the gas utility, in which case gas must be stored in propane tanks.
  - B. The furnace must have a manual shut-off device.
  - C. There shall be no storage of gasoline cans, gasoline burning engines or gasoline tanks in any living unit.
5. Combustible material must not be stored around the furnace by either the landlord or the tenant.
6. Fuel burning heating systems must be properly vented to the outside. The flue pipe and collar around it must be tight against the wall to prevent escape of fumes. There must be adequate clearance between the flue and any combustible materials.
7. The heating system must be properly installed.

8. The unit must be capable of being cooled by either some operable windows or working cooling equipment including, but not limited to, a central fan ventilation system, an evaporative cooling system, room or central air conditioning.

**146.19 STRUCTURE AND MATERIALS.** The following performance standards shall be applied:

1. Ceilings. Ceilings shall not have such serious defects that a potential exists for structural collapse.
2. Floors. Floors shall not have such serious defects that a potential exists for structural collapse.
3. Foundation. The foundation must be sound and free from hazards. The foundation must not contain any of the following features: evidence of major recent settling; large cracks or holes; severe leaning; large sections of crumbling brick, stone or concrete; undermining of footings, walls, posts or slab' major deterioration of wood support members due to water damage or termite or other insect damage.
4. Stairs, Rails and Porches. Stairs, porches, balconies, or decks shall not have severe structural defects, including but not limited to broken, rotten or missing steps; absence of a handrail when there are four or more consecutive steps; absence of or insecure railings around a porch or balcony which is thirty (30) inches or more above the ground. Open guardrail and stair railings shall have intermediate rails or an ornamental pattern such that a sphere four inches in diameter cannot pass through. Steps leading to the dwelling unit which are not physically attached to the building, such as steps up a steep lawn from the sidewalk, must meet the performance standards set forth in this section. (For the purpose of this section, each riser in a flight constitutes a "step.")
5. Roofs and Gutters. Roofs shall be sound and free from hazards, including but not limited to serious buckling or sagging that indicates the potential of structural collapse. Severe exterior defects to the roof may be identified by serious defects within the unit such as buckling or water damage. Gutters and downspouts shall not be deteriorated to the point that they cause significant amounts of water to enter the unit to the point of resulting in deterioration of the interior of the unit, including but not limited to rotting an exterior wall. The absence of gutters is not a violation.
6. Exterior Walls. Exterior walls shall be sound and free from such hazards that would indicate imminent structural collapse.
7. Chimneys. The chimney must not be seriously leaning or show evidence of deterioration or disintegration of its parts. The chimney must be capable of venting exhaust gases and smoke reasonably well.

8. Interior Stairs and Hallways. Interior stairs must be free from safety hazards to the occupants, including but not limit to: loose or broken steps or handrails on stairways; missing steps; or large numbers of vertical railings, including but not limited to balustrades missing. A handrail is required on sections of stairs with four or more consecutive steps and on unprotected heights like stairwells.
9. Elevators. Where elevators are in use, all elevators must have a current inspection certificate.
10. Manufactured/Mobile Home Tie Downs. If the rental unit is a mobile home, it must be securely tied down by the use of a tie-down device, anchor, beam or foundation bolt to prevent overturning, displacement, or other serious damage during a windstorm.

**146.20 SPACE AND SECURITY.** The following performance standards shall be applied:

1. The dwelling unit must have at least one sleeping room for each two adults of the unit.
2. The following fixtures must be lockable and unlockable: windows and doors that open to the outside or to a common public hall. "Lockable" means a door or window that has a properly working lock, or is designed not to be opened such as a picture window.

**146.21 SITE AND NEIGHBORHOOD.** The site in and around the dwelling unit must be reasonable free from conditions which seriously and continuously endanger the health and safety of the resident. Such conditions include (but are not limited to) other buildings on the property that pose serious hazards, such as dilapidated shed, garage, or other out-buildings with potential for structural collapse.

**146.22 CERTIFICATION OF INSPECTED HOUSING.** Whenever the Housing Inspector has inspected or caused to be inspected any dwelling unit and has determined that the dwelling unit is in compliance with the provisions of this Housing Code, a certificate of inspected housing shall be issued to the owner or the agent of the dwelling unit.

**146.23 CONFLICT WITH ORDINANCES.** In any case where a provision of this chapter is found to be in conflict with the provision of any zoning, building, fire, safety or health ordinance or code of the City or State existing on the effective date of this chapter, the provision which establishes the higher standard for the promotion and protection of the health and safety of the people shall prevail. In any case where a provision of this chapter is found to be in conflict with a provision of any ordinance or code of the City existing on the effective date of this chapter which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this chapter shall be deemed to prevail, and such other ordinances or



codes are hereby declared to be repealed to the extent that they may be found in conflict with this chapter.

Repealer. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Severability Clause. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section, provision or part thereof not adjudged invalid or unconstitutional.

When Effective. This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

PASSED BY THE COUNCIL this \_\_\_\_ day of \_\_\_\_\_, 2017, and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Andrew J. Wenthe, Mayor

ATTEST: \_\_\_\_\_  
Kris R. McGrane, City Administrator/Clerk

RECORD OF ROLL CALL VOTE:

	First Reading	Second Reading	Third Reading
	AYE NAY	AYE NAY	AYE NAY
Kragnes	___ ___	___ ___	___ ___
Larson	___ ___	___ ___	___ ___
Nefzger	___ ___	___ ___	___ ___
Tucker	___ ___	___ ___	___ ___
Wulfekuhle	___ ___	___ ___	___ ___
	##/2017	##/2017	##/2017