

ORDINANCE NO. 1125

AN ORDINANCE AMENDING THE CITY OF MAQUOKETA CODE OF ORDINANCES, TITLE III, COMMUNITY PROTECTION BY PROVIDING A NEW CHAPTER 19 FOR THE LICENSING AND INSPECTION OF RENTAL PROPERTIES WITHIN THE CORPORATE LIMITS OF THE CITY OF MAQUOKETA.

BE IT ENACTED BY THE COUNCIL OF THE CITY OF MAQUOKETA, IOWA:

SECTION 1. *Adoption.* Title III Community Protection of the 2015 City of Maquoketa Code of Ordinances is hereby amended by the adoption of the following new Chapter 19:

TITLE III COMMUNITY PROTECTION

CHAPTER 19 LICENSING AND INSPECTION OF RENTAL PROPERTIES

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3-19-1 PURPOSE.

The purpose of this chapter is to provide for the inspection of residential rental properties within the corporate limits of the City of Maquoketa, Iowa, in order to ensure that such properties conform to minimum standards deemed necessary for the protection of the health and safety of the occupants thereof and the occupants of surrounding properties, and to inhibit the spread of urban blight.

3-19-2 DEFINITIONS.

For use in this chapter the following terms are defined:

1.) "*City Manager*" means the Maquoketa City Manager or his/her designee.

2.) "*Dwelling*" means any house, building or mobile home, or portion thereof, occupied or intended to be occupied as the place of habitation of human beings, either permanently or transiently.

3.) "*Dwelling Unit*" means one or more rooms within a dwelling intended to be occupied by human beings for living purposes. If a common area and facilities for cooking and eating are provided in a dwelling for the use of the occupants of units therein, such common area and facilities shall constitute a part of each dwelling unit for the purpose of inspection and compliance with this chapter, notwithstanding the fact that cooking is not allowed in individual units.

4.) "*Landlord*" means an "Owner" or "Manager" as defined herein.

5.) "*Owner*" means any person, persons, entity or entities that have legal title, individually or collectively, to rental property.

6.) "*Manager*" means a person or entity designated by the owner as the owner's agent in supervising the operation and leasing of the owner's rental property and authorized to act on behalf of the owner with the City concerning compliance with the requirements of this chapter.

7.) "*Rental Permit*" means the permit issued by the City of Maquoketa authorizing occupancy of a rental property.

8.) "*Rental Property*" means any dwelling or dwelling unit which is being held out or being offered for rent or is currently being let for rent and/or occupied by any person who is not the owner of the premises, except that the following properties shall not be regarded as rental properties:

a.) Hotels and Bed and Breakfast Inns as defined by Chapter 137 of the Iowa Code.

b.) All facilities that are licensed or certified by the Iowa Department of Inspections and Appeals.

3-19-3 REGISTRATION OF RENTAL PROPERTIES.

The owner of a rental property is required to register the owner's rental property with the City by filing a completed registration form (as provided by the City) with the City Clerk accompanied by a fee for each dwelling or dwelling unit described in the registration form and in an amount as established from time to time by the City Council by appropriate resolution. Each owner must thereafter renew its registration annually by filing a completed registration form (as provided by the City) with the City Clerk on or before the anniversary date of the last registration filing, accompanied by payment of the fee as described above. Registration forms shall be available at the office of the City Clerk during regular business hours. Upon receipt of the completed registration form and registration fee, and upon completion of the inspection certifying compliance with the property standards described in this ordinance, a rental permit will be issued to the owner.

3-19-4 RENTAL PERMIT REQUIRED.

Except as otherwise provided herein, no owner shall rent or offer for rent any dwelling or

dwelling unit for use in whole or in part for human habitation unless a rental permit has been issued for each dwelling unit. If a completed registration form, together with the required fee, has been received by the City, but the inspection cannot be completed within a reasonable time or prior to the expiration of the existing permit, then the City Manager is authorized to issue a temporary rental permit pending completion of the inspection of the dwelling unit by the City, and which will thereby authorize occupancy of the dwelling unit for the period designated in the temporary permit. No person shall occupy a dwelling unit unless a valid rental permit has been issued for the dwelling unit.

3-19-5 CONSENT TO INSPECTION.

By filing a registration form with the City, the owner is granting its consent to an inspection of the rental property by the City for the purpose of determining compliance with the property standards set forth in this chapter.

3-19-6 INSPECTION OF RENTAL PROPERTY AND ISSUANCE OF RENTAL PERMIT.

Rental properties shall be inspected and permits authorizing occupancy shall be issued as follows:

1.) *Inspection.* Upon receiving a registration form and registration fee, the City Manager will arrange to inspect each dwelling unit described in the registration form by contacting the owner or the manager to arrange for inspection within a reasonable period of time, or as soon as the City staff or City's contractor is available to conduct the initial inspection. After the first three years of the ordinance, the City will use reasonable best efforts to conduct inspections within two weeks from the date of the City request for an inspection. The owner or manager or their designee shall be present at the time set for inspection and shall accompany the inspector during each inspection. The owner shall advise the occupant of these arrangements and of the occupant's right to also be present during the inspection.

2.) *Issuance/denial of the Rental Permit.* If the City Manager finds that the dwelling unit substantially conforms to the minimum standards as set forth herein, then the rental permit shall thereupon be issued to the owner. If the inspection determines that the dwelling unit does not substantially conform to the standards, then the City will notify the owner of the specific findings of nonconformity and of the date by which abatement of these nonconforming conditions must be completed. In the event that the period for abatement extends beyond the expiration of the rental permit, then the City may issue a temporary rental permit for this abatement period unless the nonconforming conditions are deemed to be an immediate threat to the health and safety of the occupants. The City will re-inspect the property following expiration of the abatement deadline to confirm compliance with the property standards.

3.) *Transfer of ownership.* Upon transfer of ownership of the property for which the rental permit has been issued, the new owner or manager of the property shall apply for a transfer of the rental permit within 30 days after the date of transfer of ownership of the residential rental property. If application for transfer is timely made, then the rental permit will be transferred to the new owner or operator without charge or without further inspection and the rental permit will expire on the expiration date of the previous rental permit. If the application for transfer is not timely filed, then the City may cancel the rental permit and require registration of the unit and reinspection before a rental permit is issued.

3-19-7 RENTAL PERMIT EFFECTIVENESS.

Except as otherwise provided herein, a rental permit issued by the City shall remain effective for a period of one year from the date of issuance.

Except as otherwise provided herein, inspections of each rental unit will take place on a three-year rotation, running from the date of the initial inspection referenced in 3-19-6 (1.). The City will notify the owner or manager of the requirement for re-inspection of the property and will make arrangements for the inspection within a reasonable time.

In the event that the owner or manager of a rental property does not file a registration form and pay the required fee within 30 days following the expiration of the rental permit in any year, the City may, in its discretion, require reinspection of the property as a condition for renewal of the rental permit.

3-19-8 REVOCATION OF PERMIT.

A rental permit will be subject to revocation at any time after 10 days' prior written notice to the owner or manager upon the following occurrences:

- a.) Failure to timely file a registration form or timely pay the required fee and failure to cure this default within 10 days following receipt of the notice of noncompliance by the owner or manager.
- b.) Discovery of nonconforming conditions on the property and which are not abated within the time period prescribed for abatement by the City in its notification to the owner or manager of nonconforming conditions.
- c.) Conviction or judgment by a judge or judicial magistrate of the Iowa District Court finding a violation of any provision of this chapter.

In the event that the City Manager determines that the conditions of the rental property present an immediate threat to the health and safety of the occupants thereof or of neighboring properties, then the rental permit may be revoked immediately without prior notice to the owner or manager.

3-19-9 INSPECTION UPON COMPLAINT.

In addition to the inspections conducted by the City in conjunction with the issuance or renewal of rental permits, the City is authorized to inspect any rental property for compliance with the standards set forth herein upon receiving a complaint from:

- a.) An occupant of the rental property concerning conditions on the property. The complaint shall be filed with the City Clerk on a form provided by the City. This form shall include a provision requiring the complainant to certify that he or she has registered a complaint with the landlord or manager at least fourteen (14) days prior to filing the complaint with the City and without receiving a satisfactory response from the owner or manager.
- b.) An employee or representative of a local, state, or federal unit of governmental while acting

within that role.

- c.) A third party (not anonymous) that files a written complaint.

In whatever case, a landlord will not be charged any inspection-related fees if a complaint is unfounded.

3-19-10 REQUIRED ABATEMENT OF NONCONFORMING CONDITION.

Any owner who fails to abate nonconforming conditions, after receiving notice of noncompliance and within the time period prescribed by the City for abatement of these nonconforming conditions, is in violation of this Code of Ordinances.

3-19-11 PROPERTY STANDARDS.

Along with satisfying the requirements of ordinances, such as the Property Maintenance Ordinance (Title VI, Chapter 21 as amended from time to time) and the Nuisance Ordinance (Title III, Chapter 2 as amended from time to time), all rental properties must substantially conform to the following provisions:

- 1.) The lawn of the rental facility must be graded and drained in a way that it stays free of standing water.
- 2.) Roof water shall not be discharged in a manner that creates a public nuisance. Storm water shall not be discharged into the sanitary sewer.
- 3.) All exterior doors shall have safe, functioning locks.
- 4.) Every dwelling unit shall have at least two means of egress and every bedroom will have a minimum of one in addition to the entry door. However, where a lawful structure exists on the effective date of this ordinance, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
 - a.) No such structure may be enlarged or altered in a way in which increases its nonconformity.
 - b.) Should such structure be destroyed by any means to an extent of more than fifty percent of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with this title.
 - c.) Should the premises upon which this structure is located be remodeled, rehabilitated or undergo a major reconstruction, the structure must be brought into compliance with this Ordinance's requirements for egress. For purposes of this section, major reconstruction or rehabilitation shall be defined as construction, reconstruction or rehabilitation of the premises the cost of which exceeds thirty-five percent of the full taxable value of the improvements of the subject property, excluding the land. This subsection shall not apply in cases of undue financial hardship or where to do so would cause the property owner to violate historic preservation requirements as determined by the city.

d.) A sleeping room in a basement unit without emergency exterior exit shall not be considered or afforded status as a nonconforming use.

5.) Every window, skylight, door and frame shall be kept in sound condition, in good repair, and shall not be boarded up. Glass shall be free from major cracks and holes.

6.) Bathroom facilities and fixtures shall be maintained in a safe and functional condition, free from leaks.

7.) At least one bathroom with a properly-working flush-type toilet must be provided.

8.) A properly-working lavatory sink shall be provided.

9.) A properly-working bathtub or shower shall be provided.

10.) Kitchen facilities must be provided, including a working sink and water supply.

11.) Kitchen appliances, if provided by landlord, must be in working order.

12.) Every stairway shall be maintained in sound condition and in good repair. No permanent obstructions are permitted in hallways or stairways.

13.) Each interior door shall be easily operable and in good repair.

14.) Ceilings and interior walls shall be free from holes (excluding nail holes), in good repair and cover the building structure.

15.) Floors shall be sound and permanent floor coverings shall be free from tripping hazards.

16.) A safe and adequate smoke detector(s) must be provided in compliance with Iowa Administrative Code, Chapter 210; Smoke Detectors as amended from time to time.

17.) No tenant shall remove or disconnect any smoke detecting device.

18.) Every rental unit shall be connected to a safe electrical service provider.

19.) All fixtures and outlets shall be in a safe and functional condition or properly covered. Ground-Fault Circuit Interrupters (GFCI) are required for electrical outlets within six feet of a water source.

20.) No temporary wiring or extension cords shall be used except extension cords which run directly from portable electric fixtures to convenient outlets and which do not lie beneath floor coverings or extend through doorways, transoms or similar apertures in structural elements or attached thereto.

21.) Every rental unit shall be connected to a City or County approved water system.

22.) Every rental unit shall be connected to the City's sanitary sewer or a septic system that is in proper working order.

23.) Dwelling must have an adequate heated water system. Water heaters shall be able to provide hot water to every sink, bathtub, shower and laundry facility. The property owner shall ensure proper installation and maintenance of water heater(s).

24.) The dwelling must have safe and properly-working heating facilities in all habitable rooms and bathrooms.

25.) Every rental unit must offer cooling by means of operable windows or a working cooling system. Every bathroom must offer an operable window or a ventilation fan.

26.) No dwelling or the premises thereof shall be used for the storage or handling of refuse.

27.) No dwelling shall foster a situation where rodent or pest infestation is a problem. Examples of this may include but are not limited to the actual evidence of pests.

28.) Every structure shall be free from obvious mold growth.

29.) All shared or public areas of such dwellings must be kept in a clean and sanitary condition.

30.) The owner must arrange for the removal of ice and snow. Such an arrangement can include an agreement where this duty is assigned to a tenant, but the ultimate responsibility for this is the owner's.

31.) If provided by the owner, lighting of all exterior parking lots and walkways must be effective.

32.) If provided by the owner, parking areas and driveways must be maintained in proper condition.

33.) The owner must arrange for the maintenance of the yard(s) of the dwelling. Such an arrangement can include an agreement where this duty is assigned to a tenant, but the ultimate responsibility for this is the owner's.

34.) No occupant shall keep or store property of any kind in any shared public area of the dwelling and premises thereof, nor shall any occupant place any garbage, refuse or rubbish in any such shared or public area other than a designated area per Iowa Code.

3-19-12 MANDATORY BACKGROUND CHECKS.

Owners and Managers of all Rental Properties for which a Rental Permit is required must substantially conform to the following provisions:

1.) *Background checks required.* Permit holders shall perform a criminal background check on all persons 18 years of age or older who newly occupy a rental unit as of the effective date of this Ordinance, whether or not the person(s) has signed a lease. This requirement shall not apply with regard to persons already occupying a given rental unit prior to that date.

2.) *Minimum requirements of background checks.* Background checks must be obtained through the Maquoketa Police Department. Background checks as referenced here shall include the following at a minimum:

- a.) A report of activity from Iowa Courts Online.
- b.) A report from the Iowa Sex Offender Registry and the National Sex Offender Website maintained by the United States Department of Justice.
- c.) Permit holders are encouraged, but not required, to obtain additional background information they deem appropriate.
- d.) Nothing herein shall be construed to indicate any preference or recommendation on the part of the City as to the selection of a tenant.

4.) *Exemptions.* The criminal background check requirement is waived under any of these conditions:

- a.) The tenant is personally known to the landlord, or;
- b.) The rental property has no history of any documented code violations within the previous twelve (12) months, or;
- c.) The landlord can demonstrate that an independent reference check was completed on the potential tenant(s), or;
- d.) The landlord can demonstrate that a criminal background check from another source, but similar to the City's, was performed on each applicable tenant.

It is a violation of this ordinance for a landlord to untruthfully claim an exemption to the background check requirement.

3.) *Proof of Background Check.* Upon the City's request, Owners and Managers must be able to show proof that the background check requirement has been met.

3-19-13 MANDATORY WRITTEN LEASE OR RENTAL AGREEMENT.

Owners and Managers of all Rental Properties for which a Rental Permit is required must have written leases or rental agreements with their tenants.

- 1.) *Minimum components.* Such agreements must:
 - a.) List all occupants of the rental unit.
 - b.) Indicate where a rental unit is located.
 - c.) Provide the terms of the agreement, including the amount of rent and when it is due.
 - d.) Establish who is responsible for utility costs.

e.) Provide terms for the landlord's access to the rental unit, such as 24-hour notice, emergencies, and welfare checks.

f.) Provide for a method for the landlord and tenant to give written notices to each other, including complete contact information for each party.

g.) Provide that tenants shall not commit any act or allow any activity to occur on the leased premises which violate any Federal, State, or local laws, regulations, or ordinances which are in effect or which may be enacted during the term of the lease or rental agreement.

h.) Describe an arrangement or responsibilities for emergency relocation of tenant(s), if ever needed.

2.) *Proof of Lease or Rental Agreement.* Upon the City's request, Owners and Managers must be able to show proof that a lease or rental agreement is currently in force.

3.) *Exemptions.* The requirement for a written lease or rental agreement is waived under these conditions:

a.) The landlord and tenant have a familial relationship (defined as spouse, parents, children, brothers, sisters, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law and step-family.)

3-19-14 FEES.

The following fees will be assessed to and paid by rental property owners in an amount as established from time to time by the City Council by appropriate resolution:

1.) *Registration fee.* Due upon filing initial and subsequent annual registration of rental properties with the City Clerk.

2.) *Reinspection fee or Additional inspection fee.* Due and payable for each inspection of a dwelling or dwelling unit that is in addition to an inspection required by this Ordinance, including occasions when the owner or manager doesn't appear for an inspection.

3.) *Complaint inspection fee.* Due and payable for each inspection conducted by the City pursuant to a founded complaint filed with the City Clerk.

4.) *Failure to appear fee.* Due and payable upon failure of the owner or manager to appear at a scheduled inspection of a dwelling or dwelling unit.

5.) *Criminal background check fee.* This can be free-of-charge or for a fee that is due and payable at the time the service is performed.

Permits will not be issued nor inspections made until the fees required by this section have been received by the City Clerk.

3-19-15 APPEAL.

Any person aggrieved by a decision of the City in its administration of this chapter may file a request with the City Manager's Office, on a form provided by the City, and directed to the City Manager requesting reconsideration of the contested decision. The City Manager will notify the applicant, in writing, within five days after its receipt by the City, of his/her decision. If the aggrieved party is not satisfied with the response of the City Manager, the aggrieved party may, within 10 days following the date of the City Manager's response, file a written appeal to the City's Property Maintenance Committee, on a form provided by the City, requesting reconsideration of the contested decision. This written appeal shall be filed with the City Manager. The City Manager will thereupon notify the aggrieved party of the date, time and place of hearing before the Property Maintenance Committee and at such hearing the aggrieved party may present testimony and evidence in support of his/her position. The Property Maintenance Committee will render an opinion on this appeal within 10 days following the date of hearing.

3-19-16 IMPLEMENTATION OF ORDINANCE.

The City may implement the registration and inspection of rental properties in stages in order to facilitate an orderly inspection of all rental properties requiring rental permits. The City may issue temporary rental permits to owners pending inspection of rental properties for which registration forms have been filed.

3-19-17 VIOLATIONS.

The violation of any provision of this chapter shall constitute a violation of the City of Maquoketa Code of Ordinances and subjecting the violator to the following penalties:

- 1.) Any owner who violates provision of this Chapter shall be guilty of a simple misdemeanor.
- 2.) Any violation of this Chapter or failure to perform any act or duty or requirement of this Chapter shall constitute a municipal infraction under Title III, Chapter 17 of this Code of Ordinances.
- 3.) The foregoing provisions concerning enforcement of this Chapter are not exclusive but are cumulative to any other remedies available under state law or local ordinance.

3-19-18 UNIFORM RESIDENTIAL LANDLORD AND TENANT LAW.

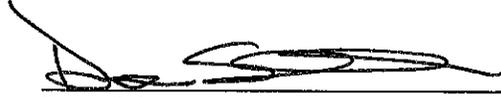
This Ordinance shall not be construed so as to affect in any manner the application of the Uniform Residential Landlord and Tenant Law, presently codified as Chapter 562A of the 2012 Iowa Code, and as amended from time to time.

SECTION 2. *Repealer.* All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. *Severability.* If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

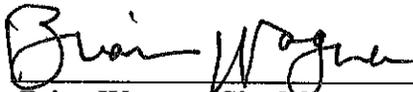
SECTION 4. *Effective Date of July 1, 2016.* This ordinance shall be in effect as of July 1, 2016 provided that its final passage, approval, and publication, as provided by law, occur before that date.

Passed and approved this 21st day of December, 2015.



Don Schwenker, Mayor

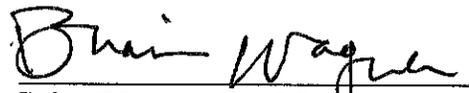
Attest:



Brian Wagner, City Manager

CERTIFICATION

I, Brian Wagner, City Manager, do hereby certify the above is a true and correct copy of Ordinance No. 1125 which was passed and approved this 21st day of December 2015 and published in the Maquoketa Sentinel Press this 30th day of December 2015.



Brian Wagner, City Manager