

ORDINANCE NO. 2227

AN ORDINANCE ADOPTING NEW CHAPTER 171-RENTAL CODE.

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONE, IOWA:

Section 1. Purpose. To adopt new 'Chapter 171-Rental Code.

Section 2. Chapter 171-Rental Code is hereby enacted as follows:

Chapter 171

Rental Code

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171.01 PURPOSE. The purpose of this chapter is to protect and promote the health, safety and welfare of those persons renting residential property as well as the general public. This will be accomplished by establishing reasonable minimum requirements for residential rental property within the City limits. The Crime Free Multi-Housing Program is intended to help prevent crime and protect the value of property and the safety of our community.

171.02 SCOPE. The provisions of this chapter apply to all residential rental property within the City limits, used or intended to be used for human occupancy. The following residential structures are exempt from these rules:

- (a) owner-occupied single family dwellings; as long as said unit is occupied by individuals that fit the definition of "family" set forth below;
- (b) hotels, motels;
- (c) state-licensed health and custodial facilities;
- (d) other residential occupancies specifically regulated by state or federal authority;
- (e) fraternity and sorority houses

171.03 DEFINITIONS. The following definitions apply to the interpretation and enforcement of this chapter:

1. "Acceptable" or "approved" means substantial compliance with the provisions of this chapter
2. "Accessory structure" means a detached structure which is not used or intended to be used for living or sleeping by human occupants.
3. "Appeal Board"- Is the Zoning Board of Adjustment for the City of Boone.
4. "Basement" means a story having more than one-half (1/2) of its height below grade, which may, or may not be considered habitable space.
5. "Cellar" means a story having more than one-half (1/2) of its height below grade. Cellar means a space below the first or main floor used or intended to be used for storage or a location for heating equipment and is not considered habitable space.
6. "Complaint Inspection"- as stated in Sections 171.10 and 171.11.
7. "Compliance Officer" means the Building Official/ Fire Chief or designee.
8. "Dwelling" means a structure that contains one or more dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

9. " Dwelling unit " means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
10. " Egress " means an arrangement of exit routes to provide a means of exit from buildings and/or premises.
11. " Extermination " means the control and elimination of insects, rodents or other pests by eliminating their harboring places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination method approved by the Compliance Officer.
12. " Family " means a person living alone, or any of the following groups living together in a dwelling or dwelling unit and sharing common living, sleeping, cooking, and eating facilities:
 - (a) Any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship;
 - (b) Three unrelated people;
 - (c) Two unrelated people and any children related to either of them;
 - (d) Not more than eight people who are:
 - (i) Residents of a " Family Home " as defined in Section 414.22 of the Iowa code and this ordinance; or
 - (ii) " Handicapped " as defined in the Fair Housing Act, 42 U.S.C. Section 3602 (h) and this ordinance. This definition does not include those persons currently illegally using or addicted to a " controlled substance " as defined in the Controlled Substances Act, 21 U.S.C. Section 802 (6).
 - (i) Exceptions - The definition of a " Family " does not include:
 - a. Any society, club, fraternity, sorority, association, lodge, combine, federation, or like organization;
 - b. Any group of individuals whose association is temporary or seasonal in nature; and
 - c. Any group of individuals who are in a group living arrangement as a result of criminal offenses.
13. " Garbage " means the animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food and also means combustible waste material. Garbage also includes paper, rags, cartons, boxes, wood, rubber, and other combustible materials.
14. " Habitable room " means a room or enclosed floor space within a dwelling unit used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, stairways and cellars.
15. " Infestation " means the presence within or around a dwelling of any insects, rodents or other pests in such quantities as would be considered unsanitary.
16. " Kitchen " means a habitable room used or intended to be used for cooking or the preparation of meals.
17. " Kitchen sink " means a basin for washing utensils used for cooking, eating and drinking, located in a kitchen and connected to both hot and cold waterlines and properly connected to a sanitary sewer system.
18. " Lavatory " means a hand washing basin which is connected to both hot and cold water lines and properly connected to a sanitary sewer system which is separate and distinct from a kitchen sink.
19. " Mobile home " means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public street and highways and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.
20. " Occupant " means any person, including owner or operator, living in, sleeping in and/or cooking in or having actual possession of a dwelling unit.
21. " Owner " means any person who has custody and/or control of any dwelling or dwelling unit by virtue of a contractual interest in or legal or equitable title to the dwelling or dwelling unit. Owner also means any person who has custody and/or control of any dwelling or dwelling unit as a guardian.
22. " Placard " means a display document showing that the unit for which it is issued has been determined to be unfit for human habitation.

23. "Plumbing" means and includes any and all of the following supplied facilities and equipment: water pipes; garbage disposal units; waste pipes; toilets; sinks; lavatories; bathtubs; shower baths; water heating devices; catch basins; drains; vents and any other similar supplied fixtures, together with all connections to water and sewer lines.
24. "Privacy" means the existence of conditions which will permit a person or persons to carry out an activity commenced without interruption or interference by unwanted persons.
25. "Registration" means notification provided to the Compliance Officer through paper forms or online website submittal that provides owner information of a rental unit and payment of the associated registration fee (see schedule of fees).
26. "Rental Permit" A rental permit shall be a document indicating compliance with the Rental Code at the time of issuance and shall be valid for a specified period of time. The document shall be transferable from one owner or operator to another at any time prior to its expiration, termination or revocation upon formal notification provided by the new owner to the Compliance Officer.
27. "Substandard" means that it does not comply with any building, electrical, plumbing or mechanical code as adopted by the City of Boone.
28. "Self-Inspection Form" Shall be that form approved by the Compliance Officer and may be modified or changed as said official designates.
29. "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 other structures or to any utility system on the same premises for more than thirty (30) days.
30. "Toilets" means a water closet with a bowl and trap made in one piece, which is of such shape and form, and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim or flushing rims.

171.04 CONFLICTS. In case where the provisions of this chapter are found to be in conflict with provisions of any zoning, building, fire, safety or health ordinance or code of the City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail. In cases where the provisions of this chapter are found to be in conflict with the provisions of any ordinance or code of the City which establish lower standards for the promotion and protection of health and safety, the provision of this chapter shall be deemed to prevail, and such ordinances or codes are hereby declared to be repealed to the extent that they may be found in conflict with this chapter.

171.05 RENTAL PROPERTY RESTRICTED. No owner or any other person shall rent or allow another person to occupy any dwelling or dwelling unit unless the following are met:

1. The premises must be clean, sanitary, and fit for human occupancy as required by this chapter and applicable State statutes.
2. The owner shall have completed the Annual Self Inspection Report on the form approved by the Compliance Officer. That Annual Report shall be accompanied with any owner information changes and associated fees paid annually.
3. The premises must be registered and a current Rental Permit has been issued for the dwelling.
4. Landlord Education Assistance Program. All property owners, or designated property managers, who have rental property are encouraged to attend the Landlord Education Assistance Program (Crime Free Multi-Housing Program) and pay associated fees (see Schedule of Fees).
5. Lead-based Paint. The state of Iowa requires that all rental property owners inform their tenants of lead based paint that exists in the unit being rented. For more information on this requirement please contact the Boone County Health Department.

6. Said occupancy complies with the definition of “family” set forth above. If the occupancy is contrary to the definition of “family” then the Rental Permit shall not be valid for that dwelling or dwelling unit.

171.06 RENTAL PROPERTY INSPECTIONS. Rental properties are required to meet minimum standards established by the Rental Code. To ensure compliance with minimum standards, all rental property in the City will be inspected on a regular basis by the Compliance Officer or their designee. An inspection fee will be charged based upon the number of dwelling units and the frequency of the inspection. The frequency and schedule of inspections shall be:

1. Property owners will be notified of the scheduled inspection date at least 30 days in advance. Property owners may re-schedule inspections when a scheduling conflict exists. Cancellations and reschedules must be requested five (5) working days prior to the scheduled inspection and cancellations made less than five (5) working days prior to the scheduled inspection may be assessed a fee per the schedule of fees.
 - a. The appropriate authority is hereby authorized and directed to request entrance to inspect all dwellings, dwelling units and surrounding premises thereof, subject to the provisions of this chapter, between the hours of eight o’clock (8:00) a.m. and five o’clock (5:00) p.m. for the purposes of determining whether there is compliance with its provisions.
 - b. The appropriate authority and the owner or occupant of a dwelling or, dwelling unit subject to the provision of this chapter, may agree to an inspection by appointment any time.
2. The frequency of inspection is dependent upon the history of compliance with the Rental Code and is as follows:
 - a. Inspection Cycle Criteria. The period of time between regularly scheduled inspections for this Chapter are to be set with consideration of the following factors.
 1. The condition of the property at the time of the most recent inspection(s).
 2. Indications of the likelihood that the property will remain in compliance through the designated period length.
 - b. Regular Inspection Cycles. All properties shall be on a two (2) year inspection cycle and may be eligible for a four (4) year inspection cycle based upon the above criteria. All properties may be placed on a one (1) year inspection cycle based on inability to meet compliance standards.

Newly constructed buildings will automatically be assigned to either a two or four year cycle.
 - c. Extended Inspection Cycles. A four year inspection cycle may be granted if:
 1. Attendance at the Landlord Education Assistance Program (Crime Free Housing).
 2. The maximum number of violations in any one (1) unit is less than six (6)
 3. The maximum average of violations per unit is less than six (6) per unit
 4. All violations (including tenant violations) are remedied by the first re-inspection
 5. All mandated certified inspection documentation as required by the International Fire Code (IFC) as adopted by the City of

Boone and the minimum fire standards set forth in this Chapter are presented for the property

6. The likelihood conditions are expected to remain in compliance for the duration of a four (4) year cycle.
- d. Basis for Revocation of Extended Cycle. Properties with any of the following characteristics shall lose eligibility to remain on the extended cycle. Properties having been sold, or where the management has changed, may also be assigned to a shorter cycle.
1. Property was not in compliance at the time of re-inspection or required an extension to come into compliance.
 2. Property has had founded complaint violations which were not corrected at the time of re-inspection.
 3. The number of violations exceeded the maximum allowed during the inspection cycle.
 4. Failure to provide access to required inspection areas
 5. Failure to provide required information or the provision of false information.
 6. Failure to timely complete and file the Annual Self Inspection Report on the form adopted by the Compliance Officer.
 7. Failure to pay any fee as required by the Rental Code.
 8. Failure to register the property on an annual basis.
- e. Criteria for Assignment to a One (1) Year Inspection Cycle. Properties with any of the following characteristics may be placed on the one-year cycle.
1. Property has nine (9) or more violations in any one unit; exceeds the permissible ratio of nine (9) violations per unit; or exceeds a total of seventy-five (75) violations regardless of number of units.
 2. Property was not in compliance at the time of second re-inspection, or required an extension to correct violations. (In addition, if violations are not corrected at the time of the second re-inspection, the rental license may be suspended for up to six (6) months.)
 3. Property has been tagged as substandard. (Exceptions: if the property has been damaged by fire or an act of nature it may be tagged if unfit for occupancy, but will not become subject to a shortened cycle).
 4. Property has been designated a nuisance, as defined in the City of Boone Municipal Code. Or has not had a prior nuisance designation removed.
 5. Landlord failed to provide required information or provided false documentation.
 6. Founded complaint violations during the one-year cycle which are not corrected at the time of re-inspection shall remain on the one-year cycle.
- f. Criteria for Graduation from a One (1) Year Inspection Cycle. All criteria must be met:
1. Property has met requirements for two consecutive cycles of regular inspections and
 2. No founded complaints for two consecutive cycles were identified and
 3. Property has remained free of nuisance designation for a period of two consecutive cycles and
 4. At the time of inspection a statement, as required under the current International Fire Code as adopted by the City for any fossil fuel-burning heating devices was provided and conditions of the property are such that the unit, as determined

by the Compliance Officer or their designee, will remain in compliance for the span of an extended cycle.

- g. **Complaint Inspections.** Complaint inspections shall be made upon request and coordinated with the tenant making the complaint. Only after a tenant has exhausted efforts with the landlord will a complaint inspection occur. A letter will be sent to the property owner notifying them a complaint has been filed against the property.
- h. **Requests for Inspection.**
 - 1. When an inspection is made at the request of the owner, an inspection fee shall be charged. (See schedule of fees)
 - 2. If an inspection is made at the written request of a tenant and the dwelling is found to be in noncompliance, due to an omission of the owner, such owner shall be responsible for the re-inspection.
 - 3. No inspection shall be conducted at the request of a tenant unless the tenant has first submitted his complaint, in writing, to the landlord, no less than four days before making such complaint to the City.
 - 4. If, after a written complaint by the tenant, the dwelling is found to comply, or if such noncompliance is due to conduct on the part of the tenant, the tenant shall be liable for making the dwelling compliant. The tenant will be responsible for any re-inspection fees.
 - 5. If such costs are not paid by the tenant within thirty days from the date of billing, the City may initiate an action in law or in equity to recover the same, in which event the tenant shall be liable for reasonable attorney fees. No fee shall be charged to the owner for such inspection.
 - 6. In the event an inspection is initiated by the City or at the request of a person other than the owner or tenant, and if the building is found to be in noncompliance, the owner shall be liable for such re-inspection fees following work done to make the dwelling compliant.
 - 7. In the event that on the date of the initial inspection the building complies with the provisions of this Chapter, no fee shall be charged.
 - 8. In the event that on the date of inspection a dwelling fails to comply with the provisions of this Chapter, which necessitates additional inspections, the owner shall be liable for the cost of such re-inspections.
 - 9. All fees required under this chapter shall be paid prior to the issuance or renewal of the Rental Permit.

171.07 FEES. Fees for inspections of rental properties will be set forth by a Resolution of the City Council. The fee schedule will be available upon request.

171.08 COURT ORDER AVAILABLE. If the owner, occupant or other person in charge of a dwelling or dwelling unit fails or refuses to permit free access and entry to the structure or premises under said person's control, or any part thereof, with respect to which an inspection authorized by this chapter is sought to be made, the appropriate authority, upon a showing that probable cause exists for the inspection and for the issuance of any order directing compliance with the inspection requirements of this chapter with respect to such dwelling, dwelling unit, rooming unit, multiple dwelling or rooming house, may petition and obtain such order from a court of competent jurisdiction.

171.09 RENTAL PERMIT PROCEDURES

1. Application for Rental Permit. The owner or operator shall file, in duplicate, an application for rental permit with the City of Boone Building Department on application forms provided by the Compliance Officer.
2. Issuance of a Rental Permit. When all provisions of the Rental Code have been complied with by the owner or operator, the City of Boone Compliance Officer or designee shall issue a rental permit upon payment of permit and re-inspection fees, the amount of which shall be established by resolution of the Council.
3. Extension of Rental Permit. Rental permits shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Compliance Officer to remedy any violations cited subsequent to a maintenance inspection, provided a rental application is on file with fees paid.
4. Extension of Rental Permit. Rental permits shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Compliance Officer to remedy any violations cited subsequent to a maintenance inspection provided a rental application is on file with fees paid.
5. Revocation of a Rental Permit. The Compliance Officer shall consider the revocation of a Rental Permit upon a finding of a violation of any provision of the Rental Code.
6. Hearing When a Rental Permit is Denied. Any person whose application for a Rental Permit has been denied may request, and shall be granted, a hearing on the matter before the Appeal Board.
7. Non-transferrable. Rental Permits are non-transferrable. If a rental property sells the new owners must register and obtain a new Rental Permit.

171.10 MINIMUM STANDARD FOR RENTAL UNITS.

1. Every dwelling unit shall have a kitchen room or kitchenette equipped with a working and functioning kitchen sink, containing space capable of properly accommodating a refrigerator and a stove or range with proper access terminals to utilities necessary to operate a refrigerator and a stove or range, and shall include adequate space for the storage and preparation of food.
2. Every dwelling unit shall contain the following working and functioning facilities:
 - a. Toilet
 - b. Bathtub or shower
 - c. Lavatory basin within or adjacent to the room containing the toilet.
3. Every dwelling unit shall be served by a properly working and functioning water heater. Said water heater shall be designed primarily to supply hot water and is equipped with automatic controls limiting water temperature to a maximum of two hundred ten degrees (210°) Fahrenheit as determined by an infrared thermometer so as to permit an adequate amount of water to be drawn at every kitchen sink, lavatory basin and bathtub or shower in the, dwelling unit.
4. Every kitchen sink, toilet, lavatory basin and bathtub or shower shall be properly connected to the City water and sanitary sewer systems.
5. Every dwelling unit shall have access directly to the outside or to a public corridor.
6. Every dwelling unit shall have at least one (1) operable window or exterior door approved for emergency egress or rescue, in addition to the main outside access door. Said windows or exterior door shall be operable from the inside to provide a full, clear opening without the use of separate tools.
7. Every dwelling unit shall have heating facilities which are installed pursuant to the codes as adopted by the City of Boone as of that date and are capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein, to a temperature of at least 68 degrees Fahrenheit.

8. Every habitable room shall contain at least two (2) separate floor or wall type electrical double convenience outlets which shall be situated a distance apart equivalent to at least twenty-five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly and safely installed. Every habitable room, toilet room, laundry room, furnace room, basement and cellar shall contain at least one (1) supplied ceiling or wall type electric light fixture or switch outlet. Every such outlet and fixture shall be properly and safely installed. Temporary wiring or extension cords shall not be used as permanent wiring.
9. In the case of a mobile home, the home shall be securely anchored by a tie-down device which distributes and transfers the load posed by the unit to appropriate ground anchors so as to resist wind overturning and sliding.
10. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk and appurtenances 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. 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. Every window, existing storm window, window screen, 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. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in clean and sanitary condition and where appropriate shall be capable of affording privacy.
11. All eaves, downspouts and other roof drainage equipment on the premises shall be maintained in a good state of repair and installed so as to direct rainwater away from the structure
12. Every chimney and every supplied smoke pipe shall be adequately supported, reasonably clean and maintained in a reasonably good state of repair.
13. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.
14. 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.
15. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition.
16. 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.
17. No owner shall permit occupancy of the vacant dwelling unit unless it is clean, sanitary and fit for human occupancy.
18. Every owner of a dwelling shall supply adequate facilities for the disposal of garbage which are weather-tight, watertight, rodent proof and insect proof.

171.11 MINIMUM STANDARDS FOR RENTAL UNITS FIRE SAFETY. The minimum standards for rental units fire safety is as follows:

1. Performance Requirements. All rental housing shall be provided with fire protection equipment as follows:
 - a. All charged and operable fire extinguishers must meet the requirements of applicable fire safety regulations promulgated by authorized officials of the State of Iowa in the Iowa Administrative Code. Fire extinguishers shall be subjected to required maintenance at intervals of not more than one year by a trained individual. Fire extinguishers shall be equipped with a sight gauge to indicate pressure and shall be maintained in accordance with National Fire Protection Association, Standard 10.
 - i. Single Family Dwellings- All single family dwellings shall have at a minimum of one charged and operable 2-A: 10-BC rated fire

- extinguisher located in conspicuous locations where they will be readily accessible and immediately available for use.
- ii. Two Family/Duplex/Triplex- All Two Family/Duplex/Triplex dwelling units shall have at a minimum of one charged and operable 2-A: 10-BC rated fire extinguisher located in conspicuous locations where they will be readily accessible and immediately available for use; or if the dwelling unit is served by a common corridor then a minimum of one charged and operable 5 pound 2-A: 10-BC fire extinguisher shall be located at each exit, if the distance to the exit exceeds 30 feet then an extinguisher shall be placed at half the distance between the exits so as to not exceed a traveled distance of greater than 30 feet to any extinguisher.
 - iii. Multi-Family (More Than 3 Units)- - All Multi-Family dwelling units shall have at a minimum of one charged and operable 2-A: 10-BC rated fire extinguisher located in conspicuous locations where they will be readily accessible and immediately available for use; or if the dwelling unit is served by a common corridor then a minimum of one charged and operable 5 pound 2-A: 10-BC fire extinguisher shall be located at each exit, if the distance to the exit exceeds 30 feet then an extinguisher shall be placed at half the distance between the exits so as to not exceed a traveled distance of greater than 30 feet to any extinguisher.

- b. All dwelling units shall be provided with smoke detectors as defined in the currently adopted International Fire Code. In multiple-unit dwelling there shall be smoke detectors in common hallways accessible to two or more units. Detectors shall also be located in cellars or basements when such cellars or basements are used for storage, laundry equipment or central heating units.

Effective the date this Chapter is adopted and published by the City of Boone, all dwelling units shall be equipped with smoke detectors. When smoke detectors are added or replaced the new smoke detectors shall be dual sensor smoke detectors as defined in Iowa Code Section 100.18 and 661 Iowa Administrative Code 210.1. Effective July 1, 2021 all smoke detectors shall be dual sensor as defined herein.

- c. In accordance with 661 Iowa Administrative Code 210.3(11) Smoke detectors shall be located as follows:
 - i. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of the bedrooms. Smoke detectors in these locations may be combination ionization/carbon monoxide or photoelectric/carbon monoxide.
 - ii. In each room used for sleeping
 - iii. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwelling unit with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower is less than one story below the upper level.

All new smoke detectors are required to be a “Dual Sensor Smoke Detector” as defined in 661 Iowa Administrative Code 210.1:

“Dual Sensor Smoke Detector” means a smoke detector which contains both an ionization sensor and a photoelectric sensor and which is designed to detect and trigger an alarm in response to smoke detected through either sensing device, or a smoke detector which has at least two sensors and is listed to Underwriters Laboratory Standard

217. Single and Multiple Station Smoke Alarms, or to another standard approved by the state fire marshal.

2. Carbon Monoxide Alarms. Effective the date this Chapter is adopted and published by the City of Boone, all new registered dwelling units that have attached garages or within which fuel-fired appliances exist, shall have an approved carbon monoxide alarm installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. Single station carbon monoxide alarms shall be listed as complying with UL 2034 and shall be installed in accordance with this Code and the manufacturer's installation instructions. Dual sensor smoke detectors that have carbon monoxide and smoke detection sensors which are listed to UL 2034 and UL 217, shall be allowed.
3. Every floor above the first story used for human occupancy shall meet the exit requirements of the current International Residential Code or International Building Code. If the structure cannot meet such exit requirements because it has only one approved means of egress, fire escape stairs will be permitted to serve as part of the second approved means of egress, provided such second means of egress meets all of the following performance standards in addition to all other requirements for a means of egress:
 - a. There must be access to the fire escape stairs from each dwelling unit on each story served by the fire escape stairs, by means of either an approved exit or an approved balcony.
4. Nothing contained in this section shall be construed to vary the provisions of the IRC or IBC requiring emergency escape or rescue windows in every sleeping room, or the provisions of sections 310-312 regarding access to dwelling units and between the various rooms of dwelling units.

5. Structural requirements.

- a. Fire escape stairs must not pass in front of any building opening below the unit being served.
 - b. The means of activating the escape device must be accessible to the rental unit or balcony.
 - c. Installation of fire escape stairs must not cause a person to pass within six feet of external electrical wiring.
 - d. Fire escape stairways and balconies must meet the requirements of the currently adopted International Building Code.
 - e. Fire escape stairs must reach the ground or be equipped with counterbalanced extensions which will allow them to extend to the ground.
- 6. Acceptability criteria.** Acceptability criteria are the same as performance and structural requirements. In addition, fire escapes must be kept clear and unobstructed and must be in good operating order.

171.12 NOTICE OF VIOLATION and ORDER TO CORRECT, REPAIR and COMPLY. Whenever the appropriate authority determines that any dwelling or dwelling unit or the premises surrounding the same, fails to meet the requirements set forth in this chapter or in applicable rules and regulations issued pursuant hereto, the appropriate authority shall issue a notice setting forth the alleged failures and advising the owner, tenant, occupant, operator or agent thereof that such failures must be corrected. Such notice shall:

1. Be in writing and subsequent to the inspection;
2. Set forth the alleged violations of this chapter or of the applicable rules and regulations issued pursuant hereto;
3. Describe the dwelling or dwelling unit where the violations are alleged to exist or to have been committed;

4. Provide a reasonable time, usually not in excess of seven (7) days considering the nature of the corrective work, in which to accomplish such correction;
5. Be served upon the owner, occupant, operator or agent of the dwelling or dwelling unit personally or by registered mail, return receipt requested, addressed to the last known place of residence of 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 person or persons by posting a notice in or about the dwelling or dwelling unit or rooming unit described in the notice, or by causing such notice to be published in a newspaper of general circulation once each week for two (2) consecutive weeks.
6. Whenever an owner or tenant fails to comply with the Compliance Officer's notice to correct, repair and comply, the Compliance Officer shall, if deemed necessary, order the premises vacated. This denial to occupy order shall be personally served upon the owner and tenant or mailed to them by certified mail, with return receipt requested. The Compliance Officer's notice to correct, repair and comply order shall be effective seven (7) days after receipt of the notice by the owner and tenant.
7. When repairs are completed properly, after a re-inspection a Rental Permit will be issued to the owner. The Rental Permit is valid until the next inspection and is transferable to a new owner. However, the certificate may be revoked if new violations occur between inspection periods and are not corrected.

171.13 REINSPECTION AUTHORIZED. At the end of the period of time allowed for the correction of any alleged violation, the appropriate authority may re-inspect the dwelling, dwelling unit or rooming unit described in the notice.

171.14 EMERGENCY ORDERS. Whenever the Compliance Officer, in the enforcement of this chapter, finds in or about a dwelling or dwelling unit conditions that pose an immediate and serious threat to the health, welfare or safety of the occupants or the general public, the Compliance Officer shall give to the owner and occupants of the premises a written order to vacate. This order shall be served personally upon the owner and tenant or by certified mail with return receipt requested to the owner and tenant. This notice shall explain each and every violation of this chapter that exists. The Compliance Officer shall post upon the dwelling or dwelling unit a placard designating the dwelling or dwelling unit has been determined unfit for human habitation. No dwelling or dwelling unit which has been placarded shall be again used for human habitation until written approval is secured from the Compliance Officer and such placard has been removed by the Compliance Officer. The Compliance Officer shall remove such placard whenever the violations have been eliminated.

171.15 VIOLATION. Any violation of or failure to comply with the provisions of this chapter shall be a violation of this Code of Ordinances. Each violation of or failure to comply with the provisions of this chapter shall be deemed a separate offense.

171.16 RECONSIDERATION.

1. Any person aggrieved by a notice or order issued pursuant to this chapter may apply for a reconsideration of such notice or order within thirty (30) days after it has been issued. The appeal is sent to the City of Boone Building Department, 923 8th St., PO Box 550 Boone, IA 50036 (515-432-0633). This must indicate that the compliance officer has incorrectly interpreted a requirement of the code. The appeal must be completed on an appeal form. A filing fee will be charged as determined by the fee schedule approved by the City Council. Appellant will be notified of the hearing date, time and location upon receipt of a compliant appeal application. The appeal will be heard by the Appeal Board.
2. The appropriate authority shall set a time and place for an informal conference on the matter within ten (10) days of the receipt of such application, and shall advise the applicant in writing of such time and place.

3. At the informal conference, the applicant shall be permitted to present to one or more representatives of the appropriate authority the grounds for believing that the notice or order should be revoked or modified.
4. Within ten (10) days following the close of the informal conference, the appropriate authority shall advise the applicant whether or not the notice or order will be modified or set aside.

171.17 APPEAL TO APPEALS BOARD.

1. Any person aggrieved by a notice or order issuance pursuant to this chapter, or after an informal conference on reconsideration, may file a petition with the Appeal Board setting forth the reasons for contesting such notice or order. Such petition shall be filed within thirty (30) days after the notice or order is issued or thirty (30) days after the results of the informal conference on reconsideration.
2. Upon receipt of a valid petition, the Board shall grant the hearing requested and shall advise the petitioner in writing of the date, time and place of the hearing within thirty (30) days of the day on which the petition was received. If such hearing is granted, it shall occur within sixty (60) days of the date of petition therefor, and written notice thereof shall be given to the petitioner not more than thirty (30) days or less than ten (10) days prior thereto. At the hearing, the petitioner shall be given an opportunity to show cause why the notice or order should be modified or withdrawn or why the period of time permitted for compliance therewith should be extended.
3. The Board shall have the power to affirm, modify or revoke the notice or order and may grant an extension of time for the performance of any act required pursuant thereto.

171.18 JUDICIAL REVIEW. Any person who has sought and who claims to be aggrieved by the final decision of the Appeal Board may obtain judicial review by filing a petition for writ of certiorari in a court of competent jurisdiction within thirty (30) days of the announcement of such decision praying that the decision be set aside in whole or in part.. A copy of each petition so filed shall be forthwith transmitted to the Appeal Board, which shall file in a court a record of the proceedings upon which it based its decision. Upon the filing of such record, the court shall affirm, modify, or vacate, in whole or in part, the decision. The findings of the Appeal Board with respect to questions of fact shall be sustained if supported by substantial evidence on the record, considered as a whole.

Section 3. Repealer Clause. All ordinances in conflict herewith are repealed.

Section 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity or the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5: In addition, the Boone City Council acknowledges that it will take some time to implement the provisions of this Ordinance particularly as it relates to the inspections and Crime Free Housing education. Accordingly, it is expected that beginning July 1, 2016 all rental units will begin the registration process and that will be completed by January 1, 2017. It will be after January 1, 2017 that actual inspections will take place and Rental Permits issued. There will also be a period of time allowed for landlords, or designee, to complete the Crime Free Housing educational program but landlords should enroll in that program immediately. Because of the time required to implement this Ordinance the Compliance Officer shall have the authority to issue “temporary rental permits” to landlords who register their property and who have applied for the Crime Free Housing program. This authority for a “temporary rental permit” shall only continue for such period of time as is required for the Compliance Officer to inspect all registered properties and the landlords have all had the opportunity to attend and complete the Crime Free Housing program.

Section 6. When Effective. This ordinance shall be in effect after its passage, approval and publication as provided by law.

Passed and adopted this 6th day of June, 2016.

John Slight-Mayor

Attest:

Ondrea Elmquist City Clerk