

ORDINANCE NO. 16,392

AN ORDINANCE to amend the Municipal Code of the City of Des Moines, Iowa, 2000, adopted by Ordinance No. 13,827, passed June 5, 2000, as heretofore amended, by repealing and replacing Chapter 60, relating to rental property maintenance and blighted property.

Be It Ordained by the City Council of the City of Des Moines, Iowa:

Section 1. That the Municipal Code of the City of Des Moines, Iowa, 2000, adopted by Ordinance No. 13,827, passed June 5, 2000, heretofore amended, by repealing and replacing Chapter 60, as follows:

**CHAPTER 60 RENTAL PROPERTY MAINTENANCE AND BLIGHTED PROPERTY
CODE**

ARTICLE I. GENERAL

Sec. 60-1. Title.

This Chapter and all provisions incorporated in this Chapter, by reference or otherwise, shall be known as the Housing Code and hereafter will be referred to as this “Chapter”.

Sec. 60-2. Scope.

Unless otherwise specified herein, the provisions of this Article I and Article II of this Chapter shall apply to the maintenance, repair, Equipment, use, and occupancy of all Residential Rental Structures, Accessory Structures, and Premises now in existence or hereafter constructed, rehabilitated, renovated, or converted to Residential use within the Corporate Limits. Unless otherwise specified herein, the provisions of Article III apply to all Premises within the Corporate Limits.

The provisions of this Chapter shall constitute the minimum requirements and standards for Premises, Structures, Equipment and facilities for provision of light, Ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, a reasonable level of sanitary maintenance, and for a Workmanlike level of continued property maintenance to maintain and improve the City’s housing stock.

Sec. 60-3. Intent.

Unless otherwise specified herein, this Chapter shall be interpreted to ensure public health, safety, and welfare as they are affected by the Occupancy and maintenance of Residential Structures, Accessory Structures and Premises occupied, and/or under notice of violation, as Rental Units, Owner-Occupied Structures and nonresidential Structures. This Chapter shall further be interpreted to require Structures to be maintained in Good Condition and Good Repair using a

Workmanlike level of maintenance so as to stabilize and improve the housing and commercial building stock of the City. Existing Structures that do not comply with these provisions shall be altered or repaired to provide the level of Workmanship, health and safety required herein.

Sec. 60-4. Application of Other Codes.

(1) This Chapter shall adopt the International Property Maintenance Code (“IPMC”), 2021 edition, published by the International Code Council and any standard, national, and international codes adopted in the Municipal Code of the City of Des Moines.

(2) Where the City of Des Moines Municipal Code is the subject of reference in this Chapter, it will be referred to as "the Municipal Code."

Sec. 60-5. Deletions.

The following sections and/or references are hereby deleted from the 2021 International Property Maintenance Code, and are of no force or effect in this Chapter:

- (1) Section 103 Code compliance agency;
- (2) Section 107 Means of Appeal;
- (3) Section 108 Board of Appeals;
- (4) Section 111.4.2 Method of Service;
- (5) Section 111 Transfer of Ownership;
- (6) Section 111.7 Placarding;
- (7) Section 113 Demolition;
- (8) Section 307 Handrails and Guardrails.

Sec. 60-6. Amendments and Additions.

The remaining sections of this Chapter represent amendments and additions to the requirements contained in any of the referenced codes. In the event of a conflict between any of the provisions contained in any of the referenced codes and this Chapter, the requirements of this Chapter prevail.

60-7. Powers.

(1) The Administrator is hereby authorized and directed to enforce the provisions of this Chapter. The Administrator shall have the authority to render interpretations of this Chapter and to adopt policies and procedures to clarify the application of its provisions. Such interpretations and policies shall be consistent with the intent and purpose as set out in this Chapter. Such policies and procedures shall not have the effect of waiving requirements specifically provided in this Chapter.

- (2) The Administrator shall make all of the required inspections or shall accept reports of inspections by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual.
- (3) The Administrator is authorized, subject to any approval required by the Municipal Code, to consult with and engage any subject matter expert as the Administrator deems necessary to interpret and enforce any provisions of this Chapter requiring specialized knowledge, training, or experience.
- (4) The Administrator shall keep and maintain all records of inspections, licenses, extensions, Housing Appeals Board actions, fines, modifications, and all other records maintained by the Division for such time period as required by any applicable Federal, State, or local law or policy.
- (5) The Administrator is authorized to enter into renovation agreements and agreements to extend time for compliance with this Chapter.

60-8. Right of Entry.

Where it is necessary to make an inspection to enforce the provisions of this Chapter, or whenever the Administrator has reasonable cause to believe that there exists in a Structure or upon any Premises a condition in violation of this Chapter, the Administrator is authorized to enter the Structure or Premises at reasonable times to inspect or perform the duties imposed by this Chapter, so long as the following procedures are followed:

- (1) If such Structure or Premises is occupied, the Administrator shall first present credentials to the Occupant and request entry;
- (2) If such Structure or Premises is unoccupied, the Administrator shall first make a reasonable effort to locate the Owner, the Authorized Management Agent or other persons having charge or control of the Structure or the Premises and request entry from such person;
- (3) If the Administrator's entry is refused, the Administrator may pursue a municipal infraction and/or obtain an administrative search warrant as provided by law to gain entry onto the Premises or into the Structure for the purpose of inspection or otherwise as provided by law.

60-9. Identification.

The Administrator shall carry proper identification when inspecting Structures or Premises in the performance of duties under this Chapter.

60-10. Modifications.

- (1) Whenever there are practical difficulties involved in carrying out the provisions of this Chapter, the Administrator shall have the authority to grant modifications for individual cases upon application of the Owner(s) or Authorized Management Agent.
- (2) An appeal for a modification must:
 - (1) Set out the code requirement from which the modification is sought;
 - (2) Detail what effect the modification will have in the health and safety of the Occupants and the integrity of the Structure; and
 - (3) Explain what effect the modification would have on the maintenance of the Premises or building.
- (3) Before granting a modification, the Administrator shall find that:
 - (a) Strict compliance with a specific code requirement relating to the Structure or Premises would be impossible or impractical;
 - (b) Such impossibility or impracticality has not been caused or created by the Owner, the Authorized Management Agent, or any other employee, agent, or representative thereof;
 - (c) The modification is in compliance with the intent and purpose of the Code; and
 - (d) Such modification does not lessen the health, life, and fire safety requirements or the integrity of the Structure.
- (4) An Owner(s) or Authorized Management Agent may appeal a denial of a modification to the Housing Appeals Board.
- (5) The Administrator shall record, or cause to be recorded, documentation of all granted modifications within the Division's official records.
- (6) For any modification previously granted by the Administrator, the Administrator may revoke the modification upon a showing that the basis for granting the modification no longer exists or upon a showing that a condition of the modification has been violated.
 - (a) Before revoking a modification, the Administrator shall notify the Owner(s) or Authorized Management Agent of the reason for the requested revocation and the right to appeal such revocation.

60-11. Alternative Materials, Design, Methods of Construction, and Equipment

The provisions of this Chapter are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this Chapter provided that any such alternative has been approved by the City.

- (1) An alternative material, design or method of construction shall be approved by City staff where it is found:
 - (a) The proposed material, design or method of construction is satisfactory and complies with the intent of the provisions of this Chapter; and

- (b) The proposed material, design or method of construction is not less than the equivalent in quality, strength, effectiveness, fire resistance, durability, and safety of that prescribed in this Chapter.
- (2) The use of used materials that meet the requirements of this Chapter for new materials may be permitted. Materials, Equipment, and devices shall not be reused unless such elements are in Good Repair or have been reconditioned and tested where necessary, placed in Good Condition, and approved by the Administrator.
- (3) Materials, design, Equipment, and devices approved shall be constructed and installed in accordance with any conditions of such approval.
- (4) Where the alternative material, design, or method of construction is not approved, the Administrator shall issue a decision in writing and state the reasons the alternative was not approved.
- (5) An Owner(s) or Authorized Management Agent may appeal a denial of an alternative material, design, or method of construction to the Housing Appeals Board.

60-12. Stop Work Order.

- (1) Whenever the Administrator finds any work regulated by this Chapter is being performed in a manner contrary to the provisions of this Chapter or in a dangerous or unsafe manner, the Administrator is authorized to issue a stop work order.
- (2) A stop work order shall be in writing and shall be posted at the site of the violation(s) and a copy shall also be provided to the Owner(s), to the Authorized Management Agent, and/or to the person doing the work. Upon issuance of a stop work order, the cited work shall cease immediately. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.
- (3) Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be subject to enforcement as set out in this Chapter.

Sec. 60-13. Emergency Action.

Whenever, in the opinion of the Administrator, there is Imminent Danger due to an unsafe condition(s), emergency action shall be required, and the Administrator may seek authority to have the Premises and/or Structure vacated and/or may order the necessary work to be done to remove the Imminent Danger with or without notice, including, but not limited to, the boarding up of openings, to render such Structure and/or Premises temporarily safe whether or not any legal procedure herein described has been instituted; and may cause such other action to be taken as the Administrator deems necessary to mitigate or eliminate such emergency. Such action shall be completed to standards adopted by the City in Appendix A of the 2021 IPMC.

Sec. 60-14. Costs of Emergency Actions.

Costs of emergency actions shall be billed to the Owner(s) and if unpaid will be collected as a special assessment, personal judgment, or any other collection measure the City deems appropriate.

Sec. 60-15. Collection of Costs.

- (1) Costs imposed upon the Owner in the enforcement of this Chapter shall be payable to the City within thirty (30) days of the date of notice which will be provided to the Owner or Authorized Management Agent as designated in the business account maintained with the Division; and
- (2) The invoice shall include notice that if unpaid the amount due will be collected as a special assessment, personal judgment, or any other collection measure the City deems appropriate.

Sec. 60-16. Closing Streets or Sidewalks.

When necessary for public safety, the Administrator is authorized to temporarily close or order closing of Structures, sidewalks, streets, Public Ways and places adjacent to unsafe Structures, and prohibit the same from being utilized.

Sec. 60-17. Civil Actions; Alternative Relief.

- (1) Any person who fails to perform an act required by this Chapter or who commits an act prohibited by this Chapter shall be guilty of a municipal infraction punishable by a civil penalty as provided by section 1-15 of the Municipal Code.
- (2) Proceeding with an administrative hearing, civil action, or emergency action as authorized in this Chapter does not preclude the City from seeking alternative relief from a court in the same action or as a separate action, including but not limited to an order for abatement, injunctive relief, or vacation of the Premises.
- (3) In addition to other remedies set forth in this Chapter, when the Administrator determines that a nuisance exists and/or that a person is a habitual violator, the City may file a civil action in the district court seeking an order enjoining the person from further violation of this Chapter on any Premises owned or controlled by such person or real property where such person acts as an agent, Tenant, or lessee of any Structure or Premises within the City. The City may further request that upon entry of the injunction the court allow the City to abate further violations without notice and/or seek an order of contempt.

Sec. 60-18. Ordinance Not Limiting.

The responsibilities imposed under this Chapter shall not limit or abridge any duty, requirement, obligation or liability created by another provision of law, or under contract between parties.

Sec. 60-19. Definitions.

Unless otherwise expressly stated, or the context clearly indicates a different intention, the following terms have the following meanings and shall be so construed wherever they appear in this article:

Accessory Structure means a Structure on the same lot, separate from, and of a nature customarily incidental and subordinate to the principal Structure. Trailers, semi-trailers, tents, motor vehicles, and component parts thereof shall not be considered Accessory Structures. A Structure which might otherwise be considered an Accessory Structure, but which is connected to the principal Structure by a breezeway or other extension of the principal Structure containing a functional roof and floor shall, for the purposes of this Chapter lose its status as an Accessory Structure, be deemed part of the principal Structure, and be subject to all restrictions applicable to a principal Structure.

Administrator means the administrator of the Division or their designee. The Administrator is the code official for this Chapter and shall be the authorized representative for the enforcement of this Chapter and for the administration of the Division.

Anchored means secured in a manner that provides positive connection.

Authorized Management Agent means any person appointed by the Owner(s) who has charge, care, or control of any Rented Structure or Premises. Such person shall be authorized to accept service of communications from the City.

Basement means that portion of a Structure which is partially or completely below Grade.

Bathroom means a room containing a Toilet and Sink and which may also contain a bathtub, shower, or other fixtures or Equipment.

Carbon Monoxide Alarm(s) means one or more devices comprised of a sensor, control components, and an alarm notification appliance in a single unit operated from a power source either in the unit or obtained at the point of installation which detect carbon monoxide gas for the purpose of alerting Occupants to its presence. The alarm notification appliance must issue a distinct audible signal and may also issue a visible light alert. Carbon Monoxide Alarms include but are not limited to combination Carbon Monoxide Alarm/smoke alarms. All Carbon Monoxide Alarms must meet the standards established by the Underwriters Laboratories (UL), the National Fire Protection Association (NFPA) Standard 720, and be UL Listed in accordance with UL 2034.

City means the City of Des Moines, Iowa.

Common Area means those areas of Premises and Structures that are available for use by all residents of Rental Units but that remain under the ownership, possession, and control of the Owner.

Condominium means a single-household Dwelling Unit located within a multi-unit Structure where ownership of each unit is separately held by deed.

Cooking Facility means a room or portion thereof designated and/or customarily used as a place for the preparation and sanitation of food and containing Equipment and appliances customarily associated therewith including, but not limited to: Sink, stove, refrigerator, oven, freezer, or any other similar appliance or fixture.

Corporate Limits means the geographical limits of the City of Des Moines as set forth in Municipal Code Section 2-1.

Cost(s) means all inspection fees, re-inspection fees, fines, civil penalties, eviction costs, demolition costs, asbestos survey, landfill fees, title searches, mailings, postings, photographs, research fees, copy fees, administrative costs, and legal costs, and any other expenditure of time or money incurred from the enforcement of this Chapter incurred by the Division in the enforcement of this Chapter and for all other fees as set out in the schedule of fees as adopted by the City Council.

Detached means a structural element which is physically disconnected from another and that would require connection to provide a positive connection.

Deterioration means the state of being weakened, disintegrated, corroded, rusted, or decayed.

Duplex means a Structure containing exactly two attached Dwelling Units under the same ownership.

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.

Easement means that portion of land or property reserved for present or future use by a person or agency other than the Owner(s) of the real estate.

Equipment means tangible personal property that is generally non-expendable, functionally complete for its intended purpose, and may or may not be considered a fixture to the Premises.

Exit means a continuous and unobstructed means of access to a Public Way, including intervening doors, doorways, corridors, exterior Exit balconies, ramps, stairways, smoke-proof enclosures, horizontal Exits, Exit passageways, Exit courts, and yards.

Exterior Property means the open space on the Premises, adjacent Public Way(s) and on adjoining property under the control of the Owner(s) or Authorized Management Agent of such Premises that is outside of any Structure located on the Premises.

Fuel-Burning Appliance means any device which utilizes combustible fuel and produces heat.

Garbage or Rubbish may be used interchangeably and mean animal or vegetable waste resulting from the handling, preparation, cooking, and/or consumption of food and all other combustible and non-combustible waste materials.

Good Condition means structurally sound with no obvious maintenance or repair required and all major components and materials still functioning as intended.

Good Repair means fit for human habitation in accordance with all applicable codes. Everything operates as it should, and the property is clean and well maintained inside and out. There is no wasting or Neglect of the property, and it is maintained in Good Condition.

Grade means the finished ground level adjoining any Structure at all exterior walls.

Guards means a building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

Habitable Space means space in a Structure for living, sleeping, eating, or cooking. Bathrooms, Toilet Rooms, closets, halls, storage, or utility space and similar areas are not considered Habitable Spaces.

Historic Building means any building or Structure that is one or more of the following:

- (1) Listed or certified as eligible for listing by the State Historic Preservation Office or the Keeper of the National Register of Historic Places in the National Register of Historic Places;
- (2) Designated as historic under an applicable state or local law; or
- (3) Certified as a contributing resource within a National Register or state or locally recognized historic district.

Hotel shall have the same meaning as used in Section 6A-1 of Appendix F of the Municipal Code.

Imminent Danger means a condition which could cause serious or life-threatening injury or death within a short period of time if the condition is not remediated.

Infestation means the presence of insects, rats, vermin, or other pests within or contiguous to a Structure or Premises of insects, rodents, vermin or other pests.

Knockout Panel means a piece of material over a hole in a door, window or other openable access into another unit in a multi-unit Structure that is intended to be removed to allow for access to another unit within the same Structure for the purpose of emergency egress.

Labeled means Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the Equipment, material or product meets identified standards or has been tested and found suitable for specified purpose.

Lead-based Paint means any liquid substance applied or intended for application to surfaces containing more lead by weight than the percentage allowed by federal regulations now existing or hereafter adopted, calculated as lead metal in the total nonvolatile content of such liquid substance or in the dry film of such liquid substance after application.

Luminaire means a complete lighting unit affixed to a Structure consisting of a light source and a hard-wired power supply.

Mobile Home means any vehicle without motive power and so designed, constructed, or reconstructed as a Dwelling Unit to permit the vehicle to be used as a place for human habitation

by one or more persons. It may also include any such vehicle with motive power not registered as a motor vehicle in this state. A Mobile Home is factory-built housing built on a chassis. A Mobile Home may not be construed to be a travel trailer or other form of recreational vehicle. A Mobile Home shall be construed to remain a Mobile Home, subject to all regulations pertaining thereto, whether or not wheels, axles, hitches or other appurtenances of mobility are removed and regardless of the nature of the foundation provided.

Multi-Unit Structure means any Structure containing two or more Units. A Duplex is not considered a Multi-Unit Structure for purposes of this Chapter.

Neglect means the lack of proper maintenance for a Structure or Premises or any part thereof.

Neighborhood Inspection Division or *Division* means the division within the City's organizational Structure charged with the duty to inspect Premises and Structures for compliance with this Chapter, and may also mean, as the context indicates, a member of that division.

Nuclear Family Member means a parent, grandparent, child, grandchild, non-marital partner, stepchild, or spouse.

Occupancy means the purpose for which a building or portion thereof is utilized or occupied.

Occupant means any individual living or sleeping in a Structure or portion thereof or having possession of a space within a Structure.

Openable Area means the part of a window, skylight, or door which is available for unobstructed Ventilation, and which opens directly to the outdoors.

Opening Protective has the same meaning as set forth in NFPA 80 as may be amended from time to time.

Overhang Extension means any portion of a Structure or any element Anchored thereto that extends beyond the Structure's exterior walls at a height of eight feet or more above Grade.

Owner, for purposes of this Chapter, except Article III, means the holder of legal title of any Premises. For purposes of this definition, a contract purchaser will be deemed an Owner only if the real estate purchase contract has been filed of record in the office of the recorder for the county in which the Premises are located.

Owner, for the purposes of Article III, means any person, agent, firm or corporation having legal or equitable interest in the Dwelling Unit(s); or a recorded interest as shown in the official records of the state or county as holding legal or equitable title to the real estate; or otherwise having control of the real estate or Dwelling Unit(s), including but not limited to the guardian of the estate of any such person, the executor or administrator of the estate of such person who is ordered to take possession or control of the real estate by the court.

Pest Elimination means the control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible material that serve as the food or water; or by other approved Pest Elimination methods.

Premises means a lot, plot, or parcel of land, Easement or Public Way, including any Structure or other improvement thereon.

Public Way means any sidewalk, street, alley, right-of-way or similar place of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

Rent or Rental means to allow the use and/or Occupancy of any Structure and/or Premises or any portion thereof by any person who is not the Owner thereof whether allowed in exchange for any consideration or not.

Rental Structure(s) means a Structure containing at least one rented Dwelling Unit or Rooming Unit which is occupied by one or more persons who is not the Owner(s).

Residential means the use of a Structure or part thereof providing living accommodation for one or more persons.

Rooming House means a Structure containing Rooming Units.

Rooming Unit means any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living that does not contain Cooking Facilities.

Sink means a fixed bowl or basin with running water and drainpipe for washing

Structure means that which is built, assembled, or constructed or a portion thereof.

Tenant means a person, corporation, partnership, entity or group, not the legal Owner(s) of record, renting and occupying a Structure or portion thereof.

Toilet means a plumbing fixture consisting of a water-flushable container used for urinating and defecating.

Toilet Room means a room containing a Toilet or urinal but not a bathtub or shower.

Townhome (row houses) means a single-household Dwelling Unit constructed in a group of three or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides.

Unlawful Structure means one found in whole or in part to be occupied by more persons than permitted under this Chapter, or was erected, altered, used, or occupied contrary to law.

Ventilation means the natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

Workmanlike means repairs, maintenance work, alterations or installations that are required, directly or indirectly, by this Chapter which shall be executed and installed in accordance with the manufacturer's instructions in a skilled manner, generally plumb, level, square, in line, undamaged, without marring adjacent work, using compatible materials approved for the use, like in nature and look to remaining material if there is a partial replacement or repair, to maintain the Structure and Premises in Good Condition, and in compliance with all applicable code requirements,.

Secs. 60-20—60-23. Reserved.

ARTICLE II. RENTAL PROPERTY MAINTENANCE CODE

DIVISION 1

Subdivision I. Powers, Duties and Enforcement

Sec. 60-24. General.

The Administrator shall cause inspections to be made to determine the condition of Rental Structures, Rooming Houses, Accessory Structures, and the Premises upon which the foregoing are located within the Corporate Limits and may issue notices as provided in this Chapter.

Sec. 60-25. Exceptions.

The following are exempt from this Article:

- (1) Structures and Premises owned, licensed, and/or operated by any governmental unit or governmental agency.
- (2) Single-household dwellings occupied by the Owner(s) or members of the Owner's Nuclear Family. If the Owner does not reside in the dwelling, the Owner(s) must register the names of the Nuclear Family members who reside in the dwelling with the Administrator every (3) three years or notify the Division if there is a change in Occupancy when such change occurs.
- (3) A Duplex if the Owner(s) occupies one of the Dwelling Units and the other Dwelling Unit is occupied by a member of the Owner's Nuclear Family.
- (4) Nonresidential occupancies.
- (5) Hotels.
- (6) Where a nonresidential business or activity or a state-licensed or state-approved use occupies a portion of a Structure and the Structure also contains any area which would otherwise be subject to this article, this article shall be and remain applicable to all areas of such Structure and Premises not exempted by this section.

Secs. 60-26—60-29. Reserved.

Subdivision II. Inspections and Notice

Sec. 60-30. Rental Business License Required.

No Owner(s) shall rent any Dwelling Unit or Rooming Unit unless that Owner(s) holds a valid rental business license for such property.

Sec. 60-31. Required Owner(s) or Authorized Management Agent Information.

- (1) The Owner(s) of any Residential Rental Structure in the City who resides in Polk County or any county contiguous thereto shall provide the Administrator the Owner's physical address, email address, tax identification number and telephone number(s).

- (2) The Owner(s) of any Residential Rental Structure located in the City who resides outside Polk County or any contiguous county shall provide the Administrator with the information required in 60-31 (1) and the name, physical addresses, email address, tax identification number, and telephone number(s) of an individual over the age of eighteen (18) who shall reside in Polk County or any county contiguous thereto and who shall be designated as the Authorized Management Agent responsible for maintenance of the property and for receiving notice and service of process.

Sec. 60-32. Application for a Business Account and/or Rental Business License.

- (1) Every Owner of any Residential Rental Structure within the City shall establish a business account with the City submitting a complete rental application. Each Owner shall only be required to establish a single business account with the City and may associate all of that Owner's Rental Structures with that single account.
- (2) All the information set forth in Sec. 60-31 shall be required in order for a rental business account and rental business license application to be considered complete.
- (3) An application for a rental license shall be automatically rejected if there is not appropriate zoning classification for the number of units that are listed on the rental license application.
- (4) No rental license will be issued unless a complete application has been submitted.
- (5) The Owner must request a rental business license for each Rental Structure at least ninety (90) days prior to rental Occupancy. Notwithstanding the foregoing, each Owner of a Rental Unit that is a distinct real estate parcel shall be required to have a rental business license for each separate parcel. The license will be issued upon an approved completed application and the property passing a rental inspection.
- (6) Upon transfer of a property that has a current rental business license and will continue to be used as a rental property:
 - (a) the transferee shall establish a business account and a rental business license;
 - (b) the property shall remain subject to any active notice of violation previously issued under this Chapter and the violations must be abated so as to bring the property into compliance with this Chapter;
 - (c) the renewal inspection will be scheduled on the same schedule as the renewal for the previous Owner; and
 - (d) an administrative fee in the amount set forth in the schedule of fees adopted by the City Council may be charged for the transfer of an existing license to a new Owner.
- (7) If the information provided in the rental business license application does not include the information required in section 60-31 of this article, a research fee will be charged in the amount set forth in the schedule of fees adopted by the City council by resolution for compensation for staff time in collecting the additional information. Each request for information will result in an additional research fee.
- (8) Sixty (60) days prior to the expiration date of the rental business license, the Division will mail or email a notification to the property Owner(s), and the Authorized Management

Agent that the notice of the expiration of the license is in their account. The notice will include the expiration date of the license and pertinent information for contacting the Division. Failure by the Division to send the notice of expiration does not eliminate the obligation of the Owner(s) to request a renewal inspection and failure to obtain the inspection will result in expiration of the rental business license.

- (9) The Owner(s) or Authorized Management Agent(s) shall be required to update the business account information provided in the application within ten (10) days of any change in information, including but not limited to a change in the telephone number(s), mailing address, physical address, email information, Authorized Management Agent or ownership of the property.
- (10) It is the responsibility of the Owner(s) or Authorized Management Agent to contact the Division to set the date and time of all inspections.
- (11) A business license application may be rejected if the Owner or Authorized Management Agent has a substantiated history of violations of this Chapter, the Uniform Residential Landlord and Tenant Act, any Fair Housing Act, or other similar Civil Rights statutes, ordinances, or regulations.

Sec. 60-33. Inspection, Notice of Violation and Method of Service

- (1) Following submission of a completed application and prior to issuance of a Business Rental License and in accordance with the schedule set forth in Section 60-35 of this Chapter, the Administrator or designee shall inspect or cause to be inspected each Rental Structure, Accessory Structure(s), and Premises located within the City.
- (2) The Owner or their Authorized Management Agent shall provide sufficient notice to Tenants of the time and date of the inspection in compliance with State law.
- (3) Failure by the Owner or their Authorized Management Agent to appear for the inspection may result in a failing inspection.
- (4) If the Administrator determines that the Structure(s) and/or Premises are being maintained in violation of this Chapter, the Administrator shall provide notice of the violation(s) to the Owner(s) and Authorized Management Agent of the Premises to the physical and email address designated in the business account maintained with the Division.
- (5) If there is no application or business account on file with the Division, the Administrator shall provide notice of the violation to the physical address for the Owner of the Property as shown in the records of the County Assessor. Such notice shall:
 - (a) Be in writing;
 - (b) Include a description of the real estate sufficient for identification;
 - (c) Describe the violation and remedial action required;
 - (d) State that all violations must be corrected within thirty (30) days from receipt of this notice;
 - (e) Advise that if a violation still exists upon re-inspection, the Administrator will suspend a valid rental business license;

- (f) Advise that upon failure of the Owner(s) or Authorized Management Agent to arrange for a re-inspection within thirty (30) days from receipt of the notice, it will be presumed the violations have not been abated and Administrator will suspend a valid rental business license and refer the Owner(s) or Authorized Management agent to the City Legal Department to pursue a municipal infraction or other appropriate remedy;
 - (g) Advise of the right to file an appeal of a violation set out in the notice of violation and the amount of the appeal fee; and
 - (h) Include a statement of the right of the Division to collect unpaid costs by personal judgment, collection, or assessment to be collected as a property tax.
- (6) Units that are vacant in a multi-unit Structure and will not be occupied during the duration of the rental business license shall be inspected to confirm that no safety violations exist that would threaten the health or safety of the other Occupants in the Structure. The fee for the inspection of the vacant unit shall be as set forth in the schedule of fees adopted by the City council. The Administrator shall denote in the Division's records that the vacant unit is not fit for rental Occupancy but that shall not prevent the issuance of a rental business license for the remainder of the Structure not so designated. If the Owner wishes to allow Occupancy of a vacant unit that was previously denoted as unfit for Occupancy, the Owner shall request, and the Unit shall pass a rental inspection in that unit prior to allowing rental Occupancy.

Sec. 60-34. Renovation Agreement.

- (1) If an Owner cannot abate any violations of this Chapter within the time allowed in the Notice of Violation because of weather constraints or extraordinary circumstances not of the Owner(s)' or Authorized Management Agent's making or are beyond the Owner's or Authorized Management Agent's control they may request an extension of time to abate such violation(s).
- (2) An Owner(s) or Authorized Management Agent may make a request accompanied by the fee set forth in the schedule of fees adopted by the City council, for an extension that is specific to the Structure or Premises and must show that:
 - (a) Timely compliance with this Chapter is impractical;
 - (b) The extension does not violate the intent and purpose of the Municipal Code; and
 - (c) Such extension does not endanger the life, health, or safety of the Occupants or the integrity of the Structure.
- (3) At the Administrator's discretion, information regarding the proposed extension, including, but not limited to proposed scope of work, project budget, project schedule, and proof of financial ability to complete the repair(s) identified in the proposed scope of work may be requested and, if requested, must be provided by the Owner(s) or Authorized Management Agent prior to approval.

- (4) If an extension of time is granted, the Owner(s) or Authorized Management Agent and the Administrator shall enter into a written renovation agreement setting forth the terms and conditions of any approved time extension.
- (5) Upon execution of a renovation agreement, a temporary rental business license will be issued which will expire upon the date set for completion of the repairs or abatement as set out in the agreement.
- (6) An Owner(s) or Authorized Management Agent may appeal a denial of an extension to the Housing Appeals Board.

Sec. 60-35. Compliance and Rental Business License.

- (1) Upon submission and approval of a completed rental business license application, establishment of a business account with the Division, completion of satisfactory inspection, and payment of all required Costs, the Division shall issue a rental business license. Notice of the issuance will be provided by email or regular mail to the Owner or Authorized Management Agent as designated in the business account or rental business license application maintained with the Division.
- (2) The Division shall send an invoice by email or regular mail to Owner(s) and Authorized Management Agent at the email or physical address on file with the Division for all Costs owed.
 - (a) Rental inspection fees will be charged in the amount set forth in the schedule of fees adopted by the City council.
 - (b) Costs imposed upon the Owner in the enforcement of this Chapter shall be payable within thirty (30) days of the date of billing and if unpaid will be collected as a special assessment, personal judgment, or any other collection measure the City deems appropriate.
 - (c) Structures referred for legal action will be inspected as necessary to enforce this Chapter and any and all associated Costs will be billed as set out in the schedule of fees adopted by the City council.
- (3) The rental business license issued under this article shall contain the following information:
 - (a) The Owner(s) name(s);
 - (b) The name of the Authorized Management Agent;
 - (c) Contact information, including email and physical addresses and telephone number(s) for the Owner(s) and the Authorized Management Agent;
 - (d) The local address and type of Structure;
 - (e) The number of units;
 - (f) The date of inspection;
 - (g) The date of issuance; and
 - (h) The license expiration date.
 - (i) Any conditions imposed on the license by the Division such as identification of any units subject to Section 60-33(5) of this Chapter.

(4) A rental business license will be issued for the following periods:

LICENSE CATEGORY I	
1 or 2 units — no violations on first inspection	License length 3.5 years
3 plus units — no violations on first inspection	License length 2.5 years
1. Must have valid business account information on file prior to inspection; 2. Must have had no founded maintenance complaints since the last inspection; 3. Must have no outstanding Costs due the Division for the property; 4. Must be current on property taxes and special assessments due the Division for the property; and 5. Must have had no nuisance clean ups or impounds since the last renewal license was issued.	

LICENSE CATEGORY II	
1 or 2 units Not more than 8 violations per unit	License length 2.5 years
3 to 12 units—violations not more than 1.5 violations per unit and Common Areas	License length 1.5 years
More than 13 units— violations not more than 1 per unit and Common Areas	License length 1.5 years
1. Must have valid rental business license information on file before extension of the license; 2. Must have had no more than one founded maintenance complaint since the last inspection; 3. Must have no outstanding fees due the Division for the property; and 4. Must be current on taxes and special assessments due the Division for the property	

LICENSE CATEGORY III	
1 to 2 units—more than 8 violations or HAB referral	License renewal length 1.5 years
3 through 12 units—more than 1.5 violations per unit per building and Common Areas or HAB referral	License renewal length 9 months

More than 13 units—more than 1 violation per unit per building and Common Areas or HAB referral	License renewal length 9 months
---	---------------------------------

- (5) The Owner(s) of a multiple-household Structure shall display a copy of the rental business license in a common hallway of each building or in the on-site management office. The Owner(s) of single-household Dwelling Unit or Duplex must provide a copy of the rental business license upon request.
- (6) Newly constructed or renovated Rental Structure(s) issued a certificate of Occupancy will be required to make application for a rental business license, pay a registration fee in the amount set forth in the schedule of fees adopted by the City council when the certificate of Occupancy is issued.
 - (a) Residential apartment buildings will be issued a rental business license valid for 2.5 years.
 - (b) Single-household Structures and Duplexes will be issued a rental business license valid for 3.5 years.
 - (c) Thereafter applications and license re-inspections will occur in accordance with this article.

Sec. 60-36. Rental Complaints.

- (1) Tenants may submit complaints about alleged violations of this Chapter to the Division only after written notice has been given to the Owner or Authorized Management Agent and the Owner has failed to correct the complaint within seven (7) days of such notice.
- (2) Upon the Division’s receipt of the complaint and confirmation that the Tenant provided opportunity for the Owner to make correction within seven (7) days and the correction has not been made, the Division shall provide notice of the complaint to the Owner or Authorized Management Agent.
 - (a) Notice of the complaint under this subparagraph shall contain the following:
 - (i) The Owner(s) name(s);
 - (ii) The name of the Authorized Management Agent;
 - (iii) Contact information, including email and physical addresses and telephone number(s) for the Owner(s) and the Authorized Management Agent
 - (iv) The local address including unit number(s);
 - (v) The date of Tenant notice under subsection (1) above;
 - (vi) The date of issuance of notice under this subsection (2);
 - (vii) Notice that correction of alleged violations or demonstration that violations do not exist or have been abated must be delivered to the Division within seven (7) days of the date of the notice issued under this subsection (2).

- (b) Upon notification to the Division that the alleged violations specified in the notice of complaint persist following the expiration of the seven-day period in subsection (2)(a)(vii), the Division may schedule and conduct an inspection with the Owner.
- (c) If the Division's inspection determines that violations exist that are not a result of intentional or reckless action by the Tenant, a notice of violation will be issued to the Owner pursuant to Sec. 60-33 of this code.
- (d) If the violations identified at the inspection of the rental complaint have not been corrected upon the compliance date identified in the notice of violation, the rental business license may be suspended.
- (e) The time requirements referenced in this section are not applicable in situations deemed an emergency by the Administrator or their designee.

Sec. 60-37. Revocation or Suspension of a Rental Business License.

- (1) If an Owner fails to comply with the provisions of this Chapter following notice and an opportunity to comply, the Administrator may revoke or suspend the rental business license for the property.
- (2) If the Administrator determines that a condition(s) constituting an imminent threat to health, life, or safety exists on the Premises or within any Structure thereon or emanates therefrom, the Administrator may revoke or suspend the rental business license for the property until such condition is abated.
- (3) Operation of a rental property without a rental business license may be prosecuted as a municipal infraction.
- (4) An Owner may appeal the revocation or suspension of a rental business license to the Housing Appeals Board pursuant to Sec. 60-41.
- (5) Structures that are deemed to be a Public Nuisance in accordance with Sec. 60-192 of this code shall have their rental business licenses revoked.

Sec. 60-38. Penalty for Noncompliance with Chapter 60.

- (1) If, after notice of violation of this Chapter and a reasonable amount of time has been afforded to the Owner to correct any violations has passed and the Owner has failed to correct such violations, the Owner shall be guilty of a municipal infraction punishable by a civil penalty as provided by Sec. 1-15 of this Code.
- (2) The Administrator may impose a fine for any violation of this Chapter in the amount set forth in the schedule of administrative penalties adopted by the City council, including but not limited to the following:
 - (a) For each day the Owner fails to arrange for an inspection within the time set forth in this Chapter.
 - (b) For each violation not corrected within the time designated in the notice of violation or within such time the Owner has been granted an extension of time.

- (i) Failure to arrange for a timely re-inspection shall give rise to a presumption that the violation was not corrected and a fine shall be imposed accordingly.
- (ii) Violations not corrected in the allotted time shall be subject to the maximum fine, retroactive to the original date set forth in the violation notice.
- (c) The Administrator shall have the authority to impose the maximum fine, a lesser fine, or to waive the fine upon good cause shown.

60-39. Reserved.

DIVISION 2

Sec. 60-40. Housing Appeals Board.

- (1) There is established a board known as the Housing Appeals Board (hereinafter “Board”).
- (2) The Board shall be composed of seven members. At least three members must possess familiarity and knowledge of matters related to property maintenance beyond that of an ordinary person gained through education, training, experience, or any combination thereon. Additionally, at least one member must have a demonstrated interest in historic preservation. No City employee or elected official shall be permitted to serve on the Board. Not more than three members shall be Owners of Rental Structures within the City. Each member shall serve a three-year term.
- (3) If the City council by resolution finds that no suitable person with the required qualifications is available for appointment to fill a Board vacancy that has remained open for at least two (2) months, then the City council may appoint a representative of the general public to fill the vacancy. The member so appointed shall not be reappointed unless the City council, by resolution, finds that no suitable person with the required qualifications is then available for appointment to the Board.
- (4) The Housing Appeals Board shall elect a chair from its membership who will serve for a term of one year. The chair shall be the administrative officer and shall preside at meetings and hearings.
- (5) Quorum shall be a majority of the appointed members at the time of the meeting; however, quorum shall not be less than three (3) members.

Sec. 60-41. Powers and Duties.

The Housing Appeals Board shall have the power to hear and decide appeals filed with the Administrator for any of the reasons set forth in Sec. 60-42. In addition, the Board may consider requests from the Administrator seeking the revocation of a modification previously granted by the Board upon a showing that the basis for granting the modification no longer exists or upon a showing that a condition of the modification has been violated.

Sec. 60-42. Appeals.

- (1) *Appeal rights.* Any person directly affected by a decision of the Administrator, issued under this Chapter shall have the right to appeal to the Housing Appeals Board provided that written application is filed within ten (10) days after the date the decision or order was mailed or emailed and shall be accompanied by payment of a filing fee charged in the amount set forth in the schedule of fees adopted by the City council. Items that in the determination of the Administrator constitute a threat to life and/or safety are not appealable.
- (2) *Bases for Appeal.* The following shall be the sole bases for appeal to the Board:
 - (a) The Administrator has incorrectly applied the provisions of this Chapter based on a mistake of law or fact;
 - (b) This Chapter or some part thereof does not apply;
 - (c) The requirements of this Chapter are adequately satisfied by other means which the Appellant presented to the Administrator who denied such alternative means, methods, or Equipment;
 - (d) A decision of the Administrator or the Division is arbitrary or not based upon the evidence presented.
- (3) *Contents and Timing of Appeal.*
 - (a) A written appeal shall be filed within ten (10) days of the date of the written decision or notice appealed from accompanied by payment of a filing fee charged in the amount set forth in the schedule of fees adopted by the City council. The filing fee shall be refunded if the board finds that the objection is valid and grants the relief requested by the appeal.
 - (b) The written appeal shall state:
 - (i) Those violations that are being contested;
 - (ii) The reasons for contesting the stated violations; and
 - (iii) The relief requested.
 - (c) In addition to the requirements of subsection (3)(b), an appeal of a denial by the Administrator of a request for modifications, use of an alternative material, method, or Equipment or a renovation agreement shall include:
 - (i) The code requirement for which the modification, request for use of an alternative material, method or Equipment or a renovation agreement is sought;
 - (ii) Details of the reason(s) for the requested modification, request for use of an alternative material, method or Equipment or a renovation agreement;
 - (iii) What effect the modification, request for use of an alternative material, method or Equipment, or a renovation agreement will have on the health and safety of the Occupants;
 - (iv) What effect the modification, request for use of an alternative material, method or Equipment, or a renovation agreement will have on the ongoing maintenance of the Premises or Structure.

Sec. 60-43. Housing Appeals Board Notices.

At least 10 days before any Board meeting, the Administrator shall notify the appellant and all Board members of the date, time, and location of the hearing.

Sec. 60-44. Hearing.

- (1) At the hearing the appellant and/or a person representing the appellant and the City shall have the opportunity to be heard, to call witnesses, and to be represented by counsel.
- (2) In all appeals, the burden is on the Appellant to show that the Administrator or Division's decision was based upon a mistake of law or fact, or that the decision was arbitrary and capricious, or that the provisions of this Chapter were incorrectly applied, or to prove that a modification, request for use of an alternative material, method or Equipment, or a renovation agreement outweighs any resulting detriment to the public health, safety, and welfare and ongoing maintenance of the building.
- (3) Following conclusion of the hearing, the Board shall issue a ruling which must be based only upon the evidence presented and applicable law.
- (4) The Administrator shall provide a copy of the written appeal decision of the Board to the Owner(s) and Authorized Management Agent including the amount of the fine imposed if any, by email or by regular mail to the email and/or physical address on file with the Division.
- (5) The Administrator shall keep an accurate record of the proceedings.
- (6) A copy of the minutes shall be issued to all members of the Board prior to the next Board meeting.
- (7) The Board shall adopt rules of procedure governing the conduct of hearings before it.

Sec. 60-45. Stay Upon Appeal.

When an appeal is filed under this Article, the Administrator may stay all administrative proceedings regarding the appeal until the appeal is decided, unless a violation appealed from is deemed to be an immediate threat to the health, safety, and welfare of the Occupants or public.

Secs. 60-46— 60-59. Reserved.

DIVISION 3

Subdivision I. Generally Applicable Standards

Sec. 60-60. General Maintenance.

Equipment, systems, devices, and safeguards required by this Chapter or a previous regulation or code under which the Structure or Premises was constructed, altered, or repaired shall be maintained in Good Repair. No Owner(s) or Authorized Management Agent, or Occupant shall cause any service, facility, Equipment or utility that is required under this Article to be removed

from, shut off from, or discontinued for any occupied Rental Structure except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this Chapter are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing Structure. Except as otherwise specified herein, the Owners' Authorized Management Agent shall be responsible for the maintenance of Structures and Premises. Any Structure that was in compliance on the day previous to the effective date of this Chapter will be deemed legal non-conforming until such time as renovation shall dictate compliance with current codes. Items that previously passed inspections but are through subsequent inspection found to be in a violation of this Chapter are subject to enforcement.

Sec. 60-61. Structural Members.

All structural members shall be maintained structurally sound and capable of supporting the imposed loads.

Sec. 60-62. Handrails and Guards.

Every handrail and Guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in Good Condition.

- (1) Handrails shall have minimum and maximum heights of 30 inches and 38 inches respectively, measured vertically from the nosing of the treads and shall be provided on at least one side of the stairway. All required handrails shall be continuous the full length of the stairs for four or more risers from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. Continuous handrails shall be permitted to be interrupted by newel posts at turns and at one location in straight stairs when the rail terminates into a wall or ledge and is offset and immediately continues. Ends shall be returned or shall terminate in newel posts or safety terminals. Handrails adjacent to a wall shall have space of not less than one and one-half inches between the wall and the handrail.
- (2) Handrails with circular cross section shall have an outside diameter of at least one and one-quarter inches and not greater than two inches or shall provide equivalent graspability.
- (3) Guards shall be required for those portions of open-sided walking surfaces, including floors, stairs, porches, balconies, ramps, and landings, driveways, sidewalks, patios and decks that are located more than 30 inches measured vertically to the floor or Grade below at any point within 36 inches horizontally to the edge of the open side. Insect screening shall not be considered as a Guard.
 - (a) For one and two-family dwellings and within individual Dwelling Units in a multiple family Occupancy, required Guards shall be not less than 36 inches in height.
 - (b) For multiple-family occupancies, required Guards shall be not less than 42 inches in height.
- (4) Every exterior and interior flight of stairs having more than four (4) continuous risers shall have a handrail on at least one side of the stair(s).

Sec. 60-63. Building Security.

Doors, windows or hatchways for Dwelling Units and Rooming Units shall be provided with devices designed to provide security for the Occupants and property within.

- (1) Doors providing access to a Rental Unit from a Common Area or Exterior Property shall be equipped with a deadbolt lock or other mechanism approved by the City designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch. Such deadbolt or other mechanism approved by the City shall be installed according to the manufacturer's specifications and maintained in Good Condition. For the purposes of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.
- (2) Openable windows located in whole or in part within 6 feet above ground level or a walking surface below that provide access to a Dwelling Unit or Rooming Unit that is rented, leased or let shall be equipped with a window sash locking device.
- (3) Basement hatchways that provide access to a Dwelling Unit or Rooming Unit shall be equipped with devices that secure the units from unauthorized entry.

Sec. 60-64. Stairs and Walking Surfaces.

Every stair, ramp, landing, balcony, porch, deck, or other walking surface shall be maintained in Good Condition and Good Repair.

Sec. 60-65. Responsibility.

The Owner(s) or Authorized Management Agent of a Rental Property within the City shall maintain the Structures and Premises in compliance with the requirements in this article and any code as adopted and referenced in the Municipal Code. A person shall not permit another person to occupy Premises which are not in a safe and sanitary condition, and which do not comply with the requirements of this Chapter.

Sec. 60-66. Repairs.

All repairs shall be done in a Workmanlike manner and the Premises shall be maintained in a safe and sanitary condition. All work must be done in accordance with the 2021 International Property Maintenance Code, and any other applicable standard, national, and international codes as adopted by the Municipal Code of the City of Des Moines.

Subdivision II. Exterior Property Areas

Sec. 60-67. Sanitation.

All Exterior Property and Premises shall be maintained in a clean, safe, and sanitary condition. The Occupant shall keep that part of the Exterior Property which such Occupant occupies or controls in a clean and sanitary condition.

Sec. 60-68. Grading and Drainage.

All Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water. All properties shall have positive drainage away from foundation or Mobile Home.

This section shall not apply to any retention areas and reservoirs approved by the City.

Sec. 60-69. Sidewalks and Driveways.

- (1) All privately-owned sidewalks, walkways, stairs, driveways, ramps, parking spaces and similar areas shall be kept in Good Repair and maintained free from hazardous conditions.
- (2) A defective condition exists when it exhibits one or more of the following characteristics:
 - (a) Vertical separations equal to three-fourth inch (3/4") or more;
 - (b) Horizontal separations equal to three-fourth inch (3/4") or more;
 - (c) Holes or depressions equal to three-fourth inch (3/4") or more;
 - (d) Spalling over fifty percent (50%) of a single square or panel of sidewalk with one or more depressions equal to one-half inch (1/2") or more;
 - (e) A single square or panel of sidewalk cracked in such a manner that no part thereof has a piece greater than one (1) square foot, or is cracked in such a manner that it constitutes danger or potential danger to the public;
 - (f) A sidewalk with any part thereof missing to the full depth;
 - (g) A deviation on the staked and constructed Grade equal to three-fourth inch (3/4") or more;
 - (h) Covered in whole or in part with weeds or other plants, Garbage, Junk, Rubbish, debris, solid waste, bird or animal droppings or any nuisances, obstructions or hazards which makes or tends to make pedestrian travel either dangerous or impractical.
- (3) Gravel drives or parking areas must be maintained with a surface area consisting of a uniform layer of gravel evenly distributed, and must be free of bare spots, ruts, and vegetation. The consistency of the surface must be tightly bound and consistently graded. All defects must be repaired with clean fill material consistent with the existing drive or parking area that does not contain dirt, sticks, construction debris or other foreign material.

Sec. 60-70. Nuisance Vegetation.

Properties must be maintained in compliance with Chapter 42, Article XII.

Sec. 60-71. Rodent Harborage.

All Structures, Exterior Property and Premises shall be kept free from rodent harborage and Infestation. Where rodents are found, they shall be promptly exterminated by an approved process which will not be injurious to human health. After Extermination, proper precautions shall be taken to eliminate rodent harborage and prevent further re-Infestation.

Sec. 60-72. Trees.

Dead, diseased, dying, or damaged trees, or portions thereof, shall not be permitted to stand or create a hazard to residents on the property or on neighboring properties.

Sec. 60-73. Accessory Structures.

All Accessory Structures shall be structurally sound and in Good Condition.

Sec. 60-74. Motor Vehicles.

No Owner shall allow for motor vehicles on the property that are in violation of other provisions of the municipal code.

Sec. 60-75. Swimming Pools.

Swimming pools shall be maintained in a clean and sanitary condition, and in Good Repair.

Sec. 60-76. Swimming Pool Enclosures.

Private swimming pools, hot tubs and spas, capable of containing water more than 24 inches in depth shall comply with security and fencing requirements in Chapter 26 of this code of ordinances.

Subdivision III. General Maintenance Exterior Structure

Sec. 60-77. General Maintenance.

- (1) The exterior of a Structure shall be maintained in Good Repair, structurally sound and sanitary so as not to pose a threat to public health, safety, or welfare. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeled, flaked, and chipped paint shall be eliminated, and surfaces repainted

- (2) All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust or corrosion and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.
- (3) Soffit, fascia, and trim must be in Good Repair and impervious to weather.

Sec. 60-78. Premises Identification.

Principal Structures shall have approved address numbers, building numbers, or building identification placed in a position to be plainly legible from the Public Way fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or Roman letters. Numbers or letters shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

Sec. 60-79. Foundation Walls.

All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

Sec. 60-80. Exterior Walls.

All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface-coated where required to prevent Deterioration. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors, and skylights shall be maintained weather-resistant and watertight.

Sec. 60-81. Roofs and Drainage.

The shingles and flashing shall be in Good Condition and weather tight. Roof drainage shall be adequate to prevent dampness or Deterioration in the walls or interior portion of the Structure. Roof drains, gutters, and downspouts shall be maintained in Good Repair and free from obstructions. Roof water shall not be discharged in a manner that creates a nuisance.

Sec. 60-82. Overhang Extensions.

Overhang Extensions shall be maintained in Good Repair and be properly Anchored so as to be kept in a Good Condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

Sec. 60-83. Stairways, Decks, Porches and Balconies.

Every exterior stairway, deck, porch, and balcony and all appurtenances attached thereto, shall be maintained structurally sound in Good Repair with proper anchorage and capable of supporting the imposed loads.

Sec. 60-84. Chimneys and Towers.

All chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained structurally safe and sound and in Good Repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating material, such as paint or similar surface treatment.

Sec. 60-85. Gates.

Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in Good Condition. Latches at all entrances shall tightly secure the gates

Sec. 60-86. Windows, Skylights and Door Frames.

- (1) Every door and frame, window or skylight shall be kept in Good Condition, Good Repair and weather tight. All glazing materials shall be maintained free from cracks and holes.
- (2) Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
- (3) All openable windows in habitable rooms, inclusive of all Bathrooms shall be supplied with approved tight-fitting screens of not less than 16 mesh per inch. All screen doors required for Ventilation shall be supplied with 16 mesh per inch. Every ~~swinging~~ screen door shall have a self-closing device in good working order.
- (4) Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in Good Condition. Locks at all entrances to Dwelling Units and ~~bedrooms~~ sleeping units shall tightly secure the door.
- (5) Every Basement hatchway shall be maintained to prevent the entrance of rodents, rain, and surface drainage water.

Secs. 60-94—60-99. Reserved.

Subdivision IV. Interior

Sec. 60-100. Unit Identification.

Individual units of a multi-unit Structure shall be clearly identifiable by letters or numbers observable from the Common Area or Exterior Property of such Structure.

Sec. 60-101. General.

The interior of a Structure and Equipment therein shall be maintained in Good Repair, Good Condition and in a sanitary condition. Occupants shall keep that part of the Structure which they occupy or control in a clean and sanitary condition. Every Owner(s) of a multi-unit Structure, shall maintain, the Common Areas of the Structure and Premises in a clean and sanitary condition.

Sec. 60-102. Interior Surfaces.

All interior surfaces, including windows and doors, shall be maintained in Good Repair and Good Condition. Peeled, flaked, and chipped paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.

Sec. 60-103. Interior Door.

Every interior door shall fit within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers, or tracks as intended by the manufacturer for the attachment hardware.

Sec. 60-104. Accumulation of Rubbish or Garbage.

- (1) Exterior Property and Premises, and the interior of every Rental Structure, shall be free from any accumulation of Rubbish or Garbage. Every Occupant of a Structure shall dispose of all Rubbish in a clean and sanitary manner by placing such Rubbish in approved containers. The Owner of every occupied Rental Structure shall supply approved covered containers for Garbage until it is removed from the Premises for disposal.
- (2) Recycling bins shall be provided for all multi-unit dwellings over four units
- (3) All covered containers for Garbage and recycling shall be stored within a dumpster enclosure constructed in compliance with the Municipal Code of the City of Des Moines, Iowa.

Sec. 60-105. Infestation.

All Structures shall be kept free from insect and rodent Infestation. Where insects or rodents are found, they shall promptly be exterminated by processes that will not be injurious to health or property. After Pest Elimination, proper precautions shall be taken to prevent reinfestation.

- (a) *Owner.* The Owner(s) of any Structure shall be responsible for Pest Elimination within the Structure prior to renting or leasing the Structure.
- (b) *Single Occupant.* The Occupant of a single-family dwelling shall be responsible for Extermination. However, in the event the Infestation is a direct result of the Owner(s) failure to maintain the property in accordance with this Chapter, the Owner shall be responsible for Extermination.
- (c) *Multiple Occupancy.* The Owner(s) of a Multi-Unit Structure shall be responsible for Pest Elimination in the Common Areas.

Secs. 60-106—60-109. Reserved

Subdivision V. Habitable Space

Sec. 60-110. General.

No area shall be used as a Habitable Space, Dwelling Unit, or Rooming Unit unless all requirements for Habitable Space within this Chapter have been met.

Sec. 60-111. Minimum Room Widths.

A habitable room, other than a kitchen, shall be not less than seven (7) feet in any plan dimension. Kitchens shall have a minimum clear passageway of three (3) feet between counter-fronts and appliances or counter-fronts and walls.

Sec. 60-112. Minimum Ceiling Heights.

Habitable Spaces, hallways, corridors, laundry areas, Bathrooms, Toilet Rooms, and habitable Basement areas shall have a clear ceiling height of not less than seven (7) feet.

Exceptions:

- (1) In one- and two-unit dwellings, beams or girders may be spaced not less than four (4) feet on center and projecting not more than six (6) inches below the required ceiling height.
- (2) Basement rooms in one- and two-unit dwellings occupied exclusively for laundry, study, or recreation purposes, may have a ceiling height of not less than six (6) feet eight (8) inches, with not less than six (6) feet four (4) inches of clear height under beams, girders, ducts, and similar obstructions.
- (3) Rooms occupied exclusively for sleeping, study, or similar purposes may have a sloped ceiling over all or part of the room but must have a clear ceiling height of at least seven (7) feet over not less than one-third ($\frac{1}{3}$) of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five (5) feet or more shall be included.

Sec. 60-113. Bedroom and Living Room Requirements.

Every bedroom and living room shall comply with the following:

(1) Room Area.

Every living room shall contain not less than 120 square feet, and every bedroom shall contain not less than 70 square feet and every bedroom occupied by more than one person shall contain not less than 50 square feet of floor area per each Occupant thereof.

(2) Access for Bedrooms.

Bedrooms shall not constitute the only means of access to other bedrooms or Habitable Spaces and shall not serve as the only means of egress from other Habitable Space. This requirement shall not apply to units that contain fewer than two bedrooms.

(3) Bathroom Accessibility.

Every bedroom shall have access to not less than one Toilet and one Sink without passing through another bedroom. Every bedroom in a Dwelling Unit shall have access to not less than one Toilet and Sink located in the same story or an adjacent story as the bedroom.

(4) Prohibited Occupancy.

Kitchens and uninhabitable spaces shall not be used for sleeping purposes.

Sec. 60-114. Overcrowding.

- (1) Dwelling units shall not be occupied by more Occupants than permitted by the minimum area requirements.

Table 60-114 minimum area requirements:

Space	1-2 Occupants	3-5 Occupants	6 or more Occupants
Living room	120 square feet	120 square feet	150 square feet
Dining room	No requirement	80 square feet	100 square feet
Bedrooms	Shall comply with 60-113	Shall comply with 60-113	Shall comply with 60-113

- (2) The minimum Occupancy area required by table 60-114 shall not be included as a sleeping area in determining the minimum Occupancy area for sleeping purposes. Sleeping areas shall comply with section 60-113.

- (3) Combined living room and dining room spaces shall be deemed to comply with the requirements of Table 60-114 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

Subdivision VI. Light and Ventilation

Sec. 60-115. Light.

- (1) Every Habitable Space shall have at least one window of approved size as required by Sec. 60-118 facing directly to the Exterior Property allowing sufficient supply of natural light into the space. The minimum total glazed area for every Habitable Space shall be eight (8) percent of the floor area of such room. Wherever walls or other portions of a Structure face a window of any room and such obstructions are located less than three (3) feet from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the Exterior Property and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room the unobstructed opening to the adjoining room shall be at least eight (8) percent of the floor area of the interior room or space, but not less than twenty-five (25) square feet. The exterior glazing area shall be based on the total area being served.

- (2) Every common hall and stairway in Residential occupancies, other than in one- and two-unit dwellings, shall be lighted at all times with at least one 60-watt standard incandescent light bulb for each 200 square feet of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet.
- (3) Other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe Occupancy of the space and utilization of the appliances, Equipment and fixtures.

Sec. 60-116. Ventilation.

- (1) Every Habitable Space shall have at least one openable window. The total Openable Area of the window in every room shall be equal to at least forty-five (45) percent of the minimum glazed area required in Section 60-115 of this Article.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least eight (8) percent of the floor area of the interior room or space, but not less than twenty-five (25) square feet. The Ventilation opening to the outdoors shall be based on a total floor area being ventilated.

- (2) Every Bathroom and Toilet Room shall comply with the Ventilation requirements for Habitable Spaces, except that a window shall not be required in such spaces equipped with a mechanical Ventilation system. Air exhausted by a mechanical Ventilation system from a Bathroom or Toilet Room shall discharge to the outdoors and shall not be recirculated.
- (3) Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the Structure in accordance with the manufacturer's instructions. Transition ducts used to connect the dryer to the exhaust duct system shall be a single length that is listed and Labeled in accordance with UL 215 8A. Transition ducts shall be a maximum of 8 feet in length and shall not be concealed within construction. This requirement shall not apply to listed and Labeled condensing (ductless) clothes dryers.

Sec. 60-117. Cooking Facilities and Food Preparation.

Unless approved through the certificate of Occupancy, Cooking Facilities or appliances shall not be permitted in any Rooming Unit or dormitory unit. Small cooking appliances such as coffee pots and microwave ovens shall not be considered to be cooking appliances.

Exception: Where specifically approved in writing by the Administrator.

All spaces to be occupied for food preparation purposes shall contain suitable space and Equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

Secs. 60-118—60-123. Reserved.

Subdivision VII. Plumbing

Sec. 60-124. General.

Plumbing fixtures and connections to an approved water source shall be properly installed and maintained in Good Repair and Good Condition, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures and connections are designed. All plumbing repairs and or replacement of plumbing components must be installed in a Workmanlike manner.

Sec. 60-125. Plumbing System Hazards.

- (1) Where it is found that a plumbing system in a Structure or its connection constitutes a hazard to the Occupants or the Structure by reason of inadequate service, inadequate venting, cross connection, back siphonage, improper installation, Deterioration or damage or for similar reason, the Administrator shall require the defects to be corrected to eliminate the hazard.
- (2) Lead Service Line Replacement. Lead water service lines for Rental Structures must be replaced no later than July 1, 2034. If a plumbing permit is pulled for a sewer replacement

or repair of water service at a Rental Structure prior to July 1, 2034, all lead water service lines shall be removed at the time such permitted work is undertaken. The permit shall not be closed, and a final inspection shall not be completed until the lead water service has been replaced in its entirety.

Sec. 60-126. Required Facilities.

- (1) Every Dwelling Unit shall contain its own bathtub or shower, Bathroom Sink, Toilet, and kitchen Sink which shall be maintained in a sanitary, safe, working condition. The Bathroom Sink shall be placed in the same room as the Toilet or located in close proximity to the door leading directly into the Toilet Room. A kitchen Sink shall not be used as a substitute for the required Bathroom Sink.
- (2) Every Rooming House shall contain at least one Toilet, Bathroom Sink, and bathtub or shower shall be supplied for each four Rooming Units therein. Toilet Rooms and Bathrooms serving Rooming Units shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

Sec. 60-127. Privacy.

Toilet Rooms and Bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared Bathrooms and Toilet Rooms in a multiple unit dwelling.

Sec. 60-128. Water System Supply and Sanitary Drainage.

Every Sink, bathtub, shower, Toilet, or other plumbing fixture shall be properly connected to either a public water system or a private water system tested in accordance with state law and connected to either a public sanitary sewer system or an approved private sewage disposal system in Good Condition and Good Repair. All kitchen Sinks, Bathroom Sinks, laundry facilities, bathtubs, and showers shall be supplied with hot and cold running water in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

Sec. 60-129 Water Heating Facilities.

Water heating facilities shall be properly installed, maintained, and capable of providing an adequate amount of water to be drawn at every required Sink, bathtub, shower, and laundry facility at a minimum temperature of 110 degrees Fahrenheit or 43 degrees Celsius. A gas-burning water heater shall not be located in any Bathroom, Toilet Room, bedroom, or other Habitable Space normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

Secs. 60-130—60-135. Reserved.

Subdivision VIII. Electrical

Sec. 60-136. General.

Electrical Equipment, connections, wiring and appliances shall be properly installed and maintained in Good Condition and Good Repair and in compliance with required permits.

Sec. 60-137. Facilities Required.

Every occupied Rental Structure shall be provided with an electrical system and connection in compliance with the requirements of the Municipal Code.

Sec. 60-138. Service.

The size and usage of appliances and Equipment shall serve as the basis for determining the need for additional facilities in accordance with the applicable standard, national, and international codes. Every Rental Dwelling Unit shall be served by its own three-wire 120/240-volt, single phase electrical service having a rating of not less than 60 amperes.

Sec. 60-139. Electrical Hazard.

Where it is found that the electrical service in or connecting to a Structure constitutes a hazard to the Occupants or the Structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, Deterioration or damage, or for similar reasons, the Administrator shall require the defects to be corrected to eliminate the hazards.

Sec. 60-140. Receptacles.

Every Habitable Space in a Rental Dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every Bathroom shall contain not less than one receptacle. Any new Bathroom receptacle outlet shall have ground fault circuit interrupter protection. All electrical outlets shall have the appropriate faceplate cover for the location.

Sec. 60-141. Luminaires.

Every public hall, interior stairway, Toilet Room, kitchen, Bathroom, laundry room, boiler room, and furnace room shall contain not less than one electric Luminaire.

Sec. 60-142. Wiring.

Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors or ceilings.

Subdivision IX. Mechanical

Sec. 60-143. Mechanical Equipment.

Mechanical heating units, boilers, appliances, air conditioning units, fireplaces, Fuel-Burning Appliances, cooking appliances and water heating appliances shall be properly installed and maintained in Good Repair and Good Condition.

Sec. 60-144. Heating Equipment.

When the temperature is below 60 degrees Fahrenheit, every Rental Dwelling Unit and Rooming Unit shall be provided with heating facilities capable of maintaining a minimum room temperature of 68 degrees Fahrenheit at a point of three feet above the floor and two feet from exterior walls in all Habitable Spaces, Bathrooms and Toilet Rooms.

Exceptions: When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.

Sec. 60-145. Separation of Shared Forced Air Heating Sources.

Shared forced air heating sources are unsafe and shall be eliminated so each Dwelling Unit has a separate heating source with the elimination of shared vents and ductwork.

Sec. 60-146. Inspections of Mechanical Equipment.

The Administrator may require an independent inspection and certification of mechanical heating units, boilers, appliances, air conditioning units within or connected to a Rental Structure by an Iowa contractor licensed to work on such systems. Upon request, the Owner shall provide a statement from the contractor to the Division stating that the system has been inspected, is operating as intended, and is in Good Condition and Good Repair.

The Administrator may require an independent inspection and certification of any fireplace within a Rental Unit by an individual qualified by specialized knowledge, training, or experience to conduct such inspection and certification. Upon request, the Owner shall provide a statement from the inspector to the Division stating that the fireplace has been inspected, is operating as intended, and is in Good Condition and Good Repair.

Sec. 60-147 – Sec. 60-165 Reserved.

Subdivision X. Fire Safety

Sec. 60-166. General.

Systems, devices, and Equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination of the foregoing shall be maintained in Good Condition and Good Repair at all times.

Sec. 60-167. Means of Egress.

A safe, continuous and unobstructed path of travel shall be provided from any point in a Structure to the Public Way. Means of egress shall comply with the *International Fire Code*. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by another applicable code.

Sec. 60-168. Emergency Escape and Rescue Openings.

Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

1. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with the applicable provisions of the *International Building Code*. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

Sec. 60-169. Fire Resistance Ratings.

Fire-resistance rated construction required by the *International Fire Code* within Rental Structures including fire walls, fire barriers, and fire partitions shall be maintained. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with code-approved methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of code approved construction meeting the fire protection requirements for the assembly.

Sec. 60-170. Opening Protectives.

Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of Opening Protectives shall follow the requirements of the approved third-party certification organization accredited for listing the Opening Protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable.

Sec. 60-171. Knockout Panels.

All Knockout Panels are deemed to be a hazardous means of egress and shall be eliminated and prohibited from new installation.

Sec. 60-172. Exit Signs.

In Common Areas of Multi-Unit Structures, every Exit doorway or change of direction of a corridor shall be marked with a lighted Exit sign or other approved Exit sign, having letters of contrasting color from the material on which they are placed, at least six inches high.

Sec. 60-173. Fire Extinguishers.

- (1) Unless otherwise excepted, portable fire extinguishers having a minimum rating of 2-A:10-B:C shall be installed in all Rental Structures in conspicuous locations where they will be readily accessible and immediately available for use. These locations shall be along normal paths of travel and shall be located so that no person will have to travel more than 75 feet from any point to reach the nearest extinguisher. Extinguishers shall not be obstructed or obscured from view; in rooms or areas in which visual obstruction cannot be completely avoided, means shall be provided to indicate the locations of extinguishers.

Exceptions:

1. Single Dwelling Unit Structures and Duplexes.
 2. Multi-Unit Rental Structures where each unit is provided with a portable fire extinguisher having a minimum rating of 1-A:10-B:C
- (2) Hand-held portable fire extinguishers, not housed in cabinets, shall be installed on the hangers or brackets supplied. Hangers or brackets shall be securely Anchored to the mounting surface in accordance with the manufacturer's installation instructions.
 - (3) Cabinets used to house portable fire extinguishers shall not be locked, except where fire extinguishers are subject to malicious use. Cabinets with break-front panels shall be provided with breaker bars or hammers designed for accessing the extinguisher during a fire emergency.
 - (4) Fire extinguishers shall be inspected at least once per year and shall have an approved tag showing the date of last inspection or recharge and the identity of the licensed person inspecting or recharging.

Sec. 60-174. Smoke Alarms.

- (1) Listed single- and multiple-station smoke alarms complying with UL 217 shall be installed in all of the following locations:

- (a) Every Dwelling Unit shall have an approved smoke alarm on the ceiling or wall outside of each separate sleeping area in the immediate vicinity thereof.
- (b) Every sleeping area shall have an approved smoke alarm inside such sleeping area.
- (c) Every story within a Dwelling Unit, including Basements and cellars, but not including crawlspaces and uninhabitable attics, shall have an approved smoke alarm. In dwellings or Dwelling Units 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 level is less than one full story below the upper level.

Sec. 60-175 Carbon Monoxide Alarms.

- (1) Carbon monoxide alarms are required in Rental Structures and Rooming Houses if the Structure is served by a Fuel-Burning Appliance or has an attached garage. Installations shall be in accordance with the *International Fire Code*, the manufacturer's specifications and in the following locations:
 - (a) Carbon monoxide alarms shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms.
 - (b) Where a fuel-burning appliance is located within a bedroom or its attached Bathroom, carbon monoxide detection shall be installed within the bedroom.

Sec. 60-176. Fire Alarm Systems.

All fire alarm or suppression systems that have been installed shall be maintained in Good Condition and Good Repair at all times. Fire alarm or suppression systems shall be inspected at least once a year and shall have an approved tag showing the date of the last inspection and the identity of the licensed person inspecting it. All plans for the installation of a new fire alarm or suppression system shall be approved by the fire marshal before the system is installed.

Sec. 60-177. Combustible Materials.

- (1) Combustible materials shall not be stored in furnace rooms, in or on stairways, or under stairways unless the stairway is protected by a one-hour fire separation. Charcoal burners and open flame cooking devices which produce ashes or embers shall not be operated or stored on combustible balconies or within 10 feet of combustible construction with the exception of:
 - (a) Single Unit dwellings and Duplexes; or
 - (b) The cooking device is an LP-gas burner connected to (one) 20-pound LP gas container.

Secs. 60-178—60-190. Reserved.

ARTICLE III. BLIGHTED STRUCTURE CODE

DIVISION 1. GENERAL

Sec. 60-190. General.

When a Structure, Equipment, or Premises is found by the Administrator to be unsafe or dangerous, or when a Structure or Premises is found unfit for human Occupancy, or is found unlawful, such Structure, Equipment, or Premises shall be deemed a public nuisance pursuant to the provisions of this Chapter.

Sec. 60-191. Vacation and Abatement.

Any Structure or Premises declared to be a public nuisance and unfit for human habitation or use, and so designated by the Administrator, shall immediately be vacated and the nuisance shall be abated by repair, rehabilitation, demolition, or any other City-approved corrective action. The Owner(s) shall be responsible for the vacation and abatement of the nuisance at such Owner's expense. If not brought into compliance by such Owner(s), then the nuisance may be abated by the City at the Owner's expense. Both the Owner of a Mobile Home and the Owner of the land upon which the Mobile Home sits shall be responsible for vacation and abatement of the public nuisance.

Sec. 60-192. Unsafe and Dangerous Structure or Premises.

For the purpose of this article, any Structure or Premises that has any or all of the conditions or defects described below shall be considered dangerous and a public nuisance:

- (1) Any Structure or portion thereof that, in the opinion of the Administrator is likely to partially or completely collapse, or to become Detached or dislodged, or fail or give way.
- (2) The Structure or any remnant or component part thereof is Neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance or hazard to the public.
- (3) Any Structure that the Administrator determines is unfit for human Occupancy meaning that such Structure is unsafe, unlawful or, because of the degree to which the Structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks Ventilation, illumination, sanitary or heating facilities or other essential Equipment required by this code, or because the location of the Structure constitutes a hazard to the Occupants of the Structure or to the public.
- (4) Structural members that have evidence of Deterioration or that are not capable of safely supporting all nominal loads and load effects.
- (5) Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly Anchored or are not capable of supporting all nominal loads and resisting all load effects.

- (6) Roof or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is fatigued or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- (7) Any Structure, because of lack of sufficient or proper fire-resistance-rated construction or fire protection systems, is determined by the Administrator to be a threat to life or health.
- (8) Any Structure that is found to be dangerous to the life, health, property, or safety of the public or the Occupants of the Structure by not providing minimum safeguards to protect or warn Occupants in the event of fire, or that contains unsafe fire suppression Equipment.
- (9) Stairs, decks, porches, balconies, walking systems, landings, and all similar appurtenances attached thereto, including Guards and handrails that are not structurally sound, not properly Anchored or that are Anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- (10) Mechanical Equipment, appliances, fireplaces, boilers, solid Fuel-Burning Appliances, cooking appliances and water heating appliances shall be properly installed and maintained in Good Condition and Good Repair.
- (11) Where it is found that a plumbing system in a Structure constitutes a hazard to the Occupants or the Structure by reason of inadequate service inadequate venting, cross connection, back siphonage, improper installation, Deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.
- (12) Where it is found that the electrical system in a Structure constitutes a hazard to the Occupants or the Structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, Deterioration, or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.
- (13) Where any fire safety components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 114.1.1 of the International Fire Code. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, Structure or portion thereof presents an Imminent Danger to the Occupants of the building, Structure or portion thereof, the fire code official shall act in accordance with Section 114.2 of the International Fire Code.

Sec. 60-193. Structure to be Placarded.

At the time a Structure or Premises is declared to be a public nuisance, the Administrator shall cause to be posted at each entrance to the Structure, the Structure or portion thereof a notice

to read "**DANGER — PUBLIC NUISANCE UNSAFE OR UNFIT FOR HUMAN OCCUPANCY. ADMINISTRATOR NEIGHBORHOOD INSPECTION DIVISION, CITY OF DES MOINES.**" This notice shall remain posted until the required repairs, demolition, or removal is completed. Until required repairs are made or the Structure or Premises are demolished or removed, the notice shall not be removed, and no person shall enter the Structure except to make the required repairs or to demolish the Structure.

Sec. 60-194. Defacing and Removing Placard.

No person shall deface or remove the placard, except as authorized by the Administrator.

Sec. 60-195. Emergency Measures to Vacate.

If one or more of the following exists, the Administrator is hereby authorized and empowered to order and require the Owner(s) and/or Occupant(s) to vacate the Premises immediately:

- (1) There is Imminent Danger of failure of collapse of a Structure that endangers life;
- (2) Any Structure or part of a Structure has fallen, and life is endangered by occupation of the Structure; or
- (3) There is actual or potential danger to the building Occupants or those in proximity of any Structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous Equipment.

Sec. 60-196. Public Nuisance Notice Procedure.

- (a) At the time a Structure or Premises is declared to be a public nuisance under this article except for any violation under Section 60-195, the Department shall provide notice to the Owner(s) and legally interested parties shall be notified in writing.
- (b) The notice shall contain:
 - (a) The name and last known address of those receiving notice;
 - (b) The legal description of the subject real estate and its street address including lot or unit number as applicable;
 - (c) A description of the conditions that constitute the nuisance and the remedial action required to abate the nuisance;
 - (d) A deadline for abatement of the nuisance;
 - (e) A statement the City council may approve legal action at the expiration of the deadline for abatement of the nuisance if a renovation agreement is not entered into or the nuisance is not otherwise abated prior to the deadline.
 - (f) A statement of the right of the Division to collect unpaid Costs by personal judgment, collection, or assessment to be collected as a property tax.

- (c) The notice shall be served in the manner of an Original Notice pursuant to the Iowa Rules of Civil Procedure.

Sec. 60-197. Referral to City Council.

Any and all Structures or Premises determined to be public nuisances under this Article, which are not brought into compliance in the time required, or for which a renovation agreement has not been entered into, and against which no emergency procedure for removal has been undertaken pursuant to this article shall be referred to the City council.

- (1) If the City council finds that a public nuisance exists and confirms the action of the Administrator, it shall direct the legal department to file an action for nuisance abatement in district court or take other appropriate action.
- (2) If the City council finds that the Structure or Premises is not a public nuisance, it shall revoke the determination of the Administrator and direct such other action as it finds appropriate.
- (3) If the City abates the nuisance, the City council shall direct the abatement Costs to be collected as a personal judgment against the current Owner(s) of the Structure and the real estate and may be collected against any other person or entity who owned the property while declared a public nuisance. The City may also assess the abatement Costs against the property to be collected as a property tax.
- (4) If the City council determines the Structure can be renovated, the City council may authorize the Administrator to enter into a renovation agreement or other extension of time pursuant to Section 60-201 of this Chapter, authorize and direct the City's legal representatives to release liens and judgments or dismiss pending litigation, or take other or additional action to allow the Structure's renovation.

Sec. 60-198. Service by Public Utilities.

The Administrator shall have the authority to request disconnection of any utility serviced to the building, Structure or system regulated by this code in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The Administrator shall notify the serving utility and, whenever possible, the Owner and Occupant of the building, Structure, or service system of said request prior to taking such action.

Sec. 60-199. Approval for Occupancy.

The Owner of a Structure declared to be a public nuisance shall not thereafter allow it to be occupied or used until approval is secured from the Administrator and all necessary permits have been issued, inspected, and closed. The Public Nuisance designation may be removed by the Administrator upon the Owner or their representative eliminating the nuisance at the property or for other good cause.

Sec. 60-200. Costs.

- (1) Inspection fees and re-inspection fees and all other Costs associated with any enforcement action will be charged in the amount set forth in the schedule of fees adopted by the City council.
- (2) Costs imposed upon the Owner in the enforcement of this article shall be payable within thirty (30) days of the date of billing and if unpaid will be collected as a special assessment, personal judgment, or any other collection measure deemed appropriate.
- (3) Structures referred to the legal department for prosecution will be inspected as necessary to enforce the code and associated Costs will be billed as set out in the schedule of fees adopted by the City council.

Sec. 60-201. Public Nuisance Renovation Agreements.

- (1) If an Owner cannot abate any violations of this Chapter within the time allowed in the Notice of Violation because of weather constraints, extensive scope of work, or extraordinary circumstances not of the Owner(s)' or Authorized Management Agent's making or are beyond the Owner's or Authorized Management Agent's control they may request an extension of time to abate such violation(s).
- (2) An Owner(s) or Authorized Management Agent may make a request accompanied by the fee set forth in the schedule of fees adopted by the City council, for an extension that is specific to the Structure or Premises and must show that:
 - (a) Timely compliance with this Chapter is impractical;
 - (b) The extension does not violate the intent and purpose of the Municipal Code; and
 - (c) Such extension does not endanger adjacent properties or the integrity of the Structure.
- (3) At the Administrator's discretion, information regarding the proposed extension, including, but not limited to proposed scope of work, project budget, project schedule, and proof of financial ability to complete the repair(s) identified in the proposed scope of work may be requested and, if requested, must be provided by the Owner(s) or Authorized Management Agent prior to approval.

- (4) If an extension of time is granted, the Owner(s) or Authorized Management Agent and the Administrator shall enter into a written renovation agreement setting forth the terms and conditions of any approved time extension.

Section 2. This ordinance shall be in full force and effect beginning on February 1, 2025. All enforcement actions, court cases, notices of violation pending, or rental licenses issued, prior to the effective date hereof shall continue to be governed by the provisions of Chapter 60 in effect at the time the violation upon which such enforcement action, court case, or notice of violation is based occurred or such rental license was issued.

FORM APPROVED: Gary D. Goudelock Jr., Assistant City Attorney

Connie Boesen, Mayor

Attest: I, Laura Baumgartner, City Clerk of the City of Des Moines, Iowa, hereby certify that the above and foregoing is a true copy of an Ordinance (Roll Call No. 24-1398), passed by the City Council of said City at the meeting held on October 7, 2024 and signed by the Mayor on October 7, 2024 and published and provided by law in the Business Record on October 25, 2024. Authorized by Publication Order No. 12814.

Laura Baumgartner, City Clerk