



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, APRIL 15, 2019 AT 5:30 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF
THE CITY HALL**

TENTATIVE AGENDA

ROLL CALL: Bly (Chair), Burnell, Hansen.

PERFECTING AND APPROVAL OF AGENDA

COMMITTEE BUSINESS:

1. Consider first reading of an ordinance amending provision pertaining to Property Maintenance Code (See Ordinance No. 1467).
2. Consider first reading of an ordinance amending provision pertaining to State Building Code (See Ordinance No. 1468).
3. Consider first reading of an ordinance amending adding Chapter 154 – Rental Inspections (See Ordinance No. 1469).
4. Review Draft Administrative Policy for Rental Inspection Program.

INQUIRIES:

ADJOURNMENT:

ORDINANCE NO. 1467

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA BY AMENDING PROVISIONS PERTAINING TO PROPERTY MAINTENANCE CODE

BE IT ENACTED by the City Council of the City of Grinnell, Iowa:

SECTION 1. SECTION MODIFIED. Chapter 160.01 and 02 of the Code of Ordinances of the City of Grinnell, Iowa, is repealed and the following adopted in lieu thereof:

160.01 ADOPTION OF PROPERTY MAINTENANCE CODE

160.01 Amended as follows:

International Property Maintenance Code, 2015 Edition

160.02 Amended as follows:

Chapter 1:

Section 103.2: Revise to: The Code Official shall be appointed by the City Manager, and shall follow the guidelines identified in Section 155.04 of the City of Grinnell Code of Ordinances.

Section 103.5: Revise to: Fees shall be set by resolution passed by the City Council of the City of Grinnell, and the fee schedule shall be posted on the City website and available on file in the office of the City Clerk.

Section 111.2, 111.2.2, 111.2.4: Delete: Amendment from 2010.

Section 112.4: Revise to: "...shall be liable to a fine of not less than \$100 for the first offense, \$250 for the second, and \$500 for each repeat offense."

Chapter 2: Add the Following Terms and Definitions:

For the purpose of this chapter, certain terms and words are defined. Words used in the present tense shall include the future; the singular shall include the plural, and the plural the singular; and the word "shall" is mandatory, the word "may" is permissive:

Abate: To end a nuisance, emergency, or nonconformance.

Animal: A living organism other than a human being.

Attic: Any story situated, wholly or partly, within the roof and so designed, arranged, or built to be used for business, storage, or habitation.

Appurtenance: That which is directly or indirectly connected or accessory to a structure.

Revise Basement to: A portion or story of a building next to or below the first or main floor, which may or may not be considered habitable space. The portion of a building that is partly or completely below grade.

Crawlspace: An underfloor space that is not a basement and is not habitable space.

Central heating system: A system supplying heat to one or more dwelling unit(s) or more than one rooming unit.

Communal: Used or shared by or intended to be used or shared by the occupants of two or more rooming units or two or more dwelling units.

Condominium: A dwelling unit in compliance or conformance with the requirements of the code of Iowa chap. 499B.

Cooperative: A dwelling unit that is in compliance or conformance with the requirements of chap. 499A

Court: An open, unoccupied space, other than a yard, on the same lot with a building and which is bordered on two or more sides by the building.

Dormitory: Any dwelling where group sleeping accommodations are provided for persons not members of the same family groups in which several large rooms or a series of closely associated rooms under joint occupancy and single management of a College or other higher education institution.

Dwelling: Any building or structure which is wholly or partly used or intended to be used for living or sleeping by human occupants and includes any appurtenances attached thereto.

Exit: A continuous and unobstructed means of egress to a public way and shall include intervening doors, doorways, corridors, exterior balconies, ramps, stairways, horizontal exits, exit passageways, exit courts, walkways, sidewalks and yards.

Extermination: The control and elimination of insects, rodents or other pests by eliminating their harborage places, by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other approved pest elimination methods.
Letter of Compliance: A document issued by a inspector, stating the premises have been inspected and found to be in compliance with this chapter of the date of inspection.

Multiple Dwelling: Any structure containing more than two (2) dwelling units.

Permit: A certificate certifying that the unit for which it is issued is in compliance with the applicable provisions of this chapter.

Sanitary: Relating to the conditions that affect hygiene and health, especially the supply of sewage facilities and clean drinking water.

Supplied: Paid for, furnished by, provided by or under the control of the owner or operator.

Temporary Permit: A certificate certifying that the unit for which it is issued is not in compliance with the applicable provisions of this chapter and which certifies that the unit for which it is issued may be occupied for a time specified in said certificate pending the completion of the necessary improvements needed to bring it into compliance.

Temporary Permit: A certificate certifying that the unit for which it is issued is not in compliance with the applicable provisions of this chapter and which certifies that the unit for which it is issued may be occupied for a time specified in said certificate pending the completion of the necessary improvements needed to bring it into compliance

Chapter 3

SECTION 302.4. Modify to: No grass, weed, or volunteer tree or bush shall exceed 8 inches.

SECTION 303.2: Modify to: 48 inches in height above the finished ground level measured on the side of the barrier away from the pool. Insert: Five (5) feet in height and at least four (4) feet from each side of the pool. Such fence shall be constructed sufficiently strong and of such structural design as to make the pool inaccessible to small children.

Chapter 5

SECTION 504.1: Add: All plumbing fixtures and devices shall be installed per the 2015 Uniform Plumbing Code.

Chapter 6

SECTION 602.3: Add: tenants shall be given control of such heating facilities unless an agreement between the tenant(s) and owner(s) is in place.

Section 605.5: Temporary or portable power producing apparatus', including generators, are prohibited from being used to provide the main source of electricity of any structure(s) except when being used as a back-up source of electricity during severe weather events or other similar emergencies and situations.

Chapter 7: Create Section 705: Carbon Monoxide Alarms

SECTION 705.1 General: Carbon monoxide alarms shall comply with section 705.

705.1.1: Carbon monoxide alarms shall be listed in accordance with UL 2034. Combination carbon monoxide and smoke alarms shall be listed in accordance with UL 2034 and UL 217.

SECTION 705.2 Where Required: carbon monoxide alarms shall be supplied in all rental units that contain either or both of the following:

1. The dwelling unit contains a fuel-fired appliance, or can, in any way, be effected by a fuel-fire appliance in the building.
2. The dwelling unit has an attached garage.

SECTION 705.3 Location: Carbon monoxide alarms in dwelling units shall be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. Where a fuel-burning appliance is located

within a bedroom or its attached bathroom, a carbon monoxide alarm shall be installed within the bedroom.

SECTION 705.4 Combination alarms: Combination alarms shall be permitted.

SECTION 705.5 Carbon monoxide detection systems: Carbon monoxide detection systems shall be permitted and shall comply with NFPA 720. The location of detectors shall be the same as required in Section 705.3.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the ____ day of _____, 2019 and approved this ____ day of _____, 2019

Dan F. Agnew, Mayor

Attest: - _____
P. Kay Cmelik, City Clerk

First Reading: Monday, _____. Vote: ____

Second Reading: Monday, _____. Vote: ____

Third Reading: Monday, _____. Vote: ____

I certify that the foregoing was published as Ordinance No. 1463 on the ____ day of _____, 2019.

P. Kay Cmelik, City Clerk

ORDINANCE NO. 1468

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA BY AMENDING PROVISIONS PERTAINING TO STATE BUILDING CODE

BE IT ENACTED by the City Council of the City of Grinnell, Iowa:

SECTION 1. SECTION MODIFIED. Sections 01, 02 and 03 of the Code of Ordinances of the City of Grinnell, Iowa is repealed and the following adopted in lieu thereof:

ADD SECTION:

- **155.07: Building Code Board of Appeals**
- **155.07.01:** The provisions specified in Appendix B of the 2015 International Building Code shall establish a Building Code Board of Appeals.
- **155.07.02** The Building Code Board of Appeals and shall exist to modify or reverse the decision of the building official by a concurring vote of two-thirds of its members but does not have the authority to waive any code requirements.
- **155.07.03: Amendment(s):**

B101.2.2: Qualifications: If the chief appointing authority is not able to find an individual from each of the following professions or disciplines, an additional member from one of the listed disciplines may act as a substitute.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the ___ day of _____, ____, and approved this ___ day of _____, ____.

Mayor

ATTEST:

City Clerk

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

City Clerk

ORDINANCE NO. 1469

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GRINNELL, IOWA, BY AMENDING PROVISIONS BY ADDING CHAPTER 154 - RENTAL INSPECTIONS.

BE IT ENACTED by the City Council of the City of Grinnell, Iowa:

SECTION 1: NEW CHAPTER. The Code of Ordinances of the city of Grinnell, Iowa, is amended by adding a new chapter entitled Chapter 154 – RENTAL INSPECTIONS, which is hereby adopted to read as follows:

Chapter 154 – Rental Inspections

154.01: Adoption and Establishment of a Rental Inspection Program.

That two (2) copies of the 2015 International Property Maintenance Code of which are on file in the office of the Director of Building and Planning of the City of Grinnell and one (1) copy on file at the Drake Community Library being marked and designated as the International Property Maintenance Code, 2015 edition, as published by the International Code Council, is hereby adopted as the Rental Code of the City of Grinnell, in the State of Iowa for regulating and governing the conditions and maintenance of all dwellings used for habitation and are not owner-occupied. Any dwelling or dwelling unit(s) located as part of a building that is routinely inspected by a representative of the State Fire Marshal's office which includes college dorm rooms and nursing homes; hotels, motels, and other uses which receive an inspection only based upon a complaint are not exempt from this code. This code, with amendments, shall provide the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that rental structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said International Property Maintenance Code on file in the office of the City of Grinnell are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

154.02: Amendments: All amendments identified in Chapter 160 of the City of Grinnell Code of Ordinances shall apply to the Rental Inspection Program.

154.03: That if any section subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Grinnell hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses and phrases be declared unconstitutional.

154.04: That nothing in this legislation or in the 2015 International Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in SECTION 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

154.05: That the City Clerk is hereby ordered and directed to cause this legislation to be published and recorded, and the community shall therefore be notified of such new regulations.

154.06: That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage and adoption.

154.07: Registration Requirement.

All rental properties and rental units within the corporate limits of the City of Grinnell shall be registered with the City annually by the owner or the owner's representative. The owner or owner's representative shall file a completed registration form (as provided by the City) with the Building and Planning Department on or before May 1 of each year.

By registering rental properties and/or rental units, the property owner consents to the City of Grinnell Code Official or a designated agent, entering and conducting an inspection. The registration process shall be conducted in accordance with the City of Grinnell's Rental Code Administrative Policy.

154.08: Inspection. Each rental property and rental unit shall be inspected by the designated inspector at a frequency stated in the City of Grinnell's Rental Code Administrative Policy. The inspections will be conducted to confirm compliance with regulations set forth by said Code. Inspections will be conducted in accordance with the City of Grinnell's Rental Code Administrative Policy and in accordance with all state and federal laws pertaining to tenant rights and notification requirements. When there is more than one dwelling unit at a rental property, the Code Official, or a designated agent, shall make the determination on whether all of the dwelling units must be inspected, or a percentage of the units may be inspected as a substitution, solely at the discretion of the Code Inspector.

154.09: Fees. All fees associated with the Rental Code program shall be established by resolution of the City Council.

154.10: Contact Information. All rental properties shall have the name and contact information of the property owner and/or the property owner's representative clearly and visibly posted for tenants. This information must be on file with the City and contained in the registration application. Incorrect info may be subject to a major violation fine as outlined in the fee schedule which is available and on file in the office of the City of Grinnell City Clerk.

154.11: Violations. Rental properties and/or rental units that fail to comply with this chapter shall be referred to the Code Official and attorney for prosecution as a municipal infraction. Failure to comply with this chapter, including but not limited to failure to register a property, may result in the revocation of a certificate of occupancy and/or a requirement to vacate the property.

154.12: Appeals: Any person whose permit to operate a rental dwelling unit has been suspended or who has received notice from the housing inspector that a permit is to be suspended unless existing conditions or practices are corrected, may request, and shall be granted, a hearing on the matter before the Building Code Board of Appeals, provided that if no petition for such hearing is filed within ten (10) days following the day on which such permit was suspended, such permit shall be deemed to have been automatically revoked.

154.13: Occupancy: All dwelling units shall not be occupied by more occupants than what is

defined by Table 404.5 of the 2015 International Property Maintenance Code (adopted by city of Grinnell – Chapter 160). Bedrooms and living rooms must also comply with SECTION 404.4.

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

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council the ___ day of _____, ____, and approved this ___ day of _____, ____.

Mayor

ATTEST:

City Clerk

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

City Clerk



City of Grinnell Rental Code Program Administrative Policy

The Grinnell City Council passed Ordinance Number _____ on the _____ day of _____, 20____, thereby establishing a Rental Code Program to be in effect on the _____ day of _____, 20____. The purpose of this program is to provide safe and sanitary housing conditions for the residents of Grinnell by establishing minimum standards and regular inspections for all rental units in Grinnell, IA.

The authorization to carry out this program is set out in the City of Grinnell Code of Ordinances Chapter _____ which authorizes inspections of rental properties in order to enforce the regulations within the 2015 International Property Maintenance Code.

This policy outlines the administrative guidelines to implement and organize the program. The Rental Code Program is administered by the City of Grinnell Building and Planning Department with direction from the Building and Planning Director.

DEFINITIONS

The following general definitions are used throughout this administrative policy:

1. **DWELLING UNIT:** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
2. **RENTAL PROPERTY:** Any dwelling or dwelling unit within the Corporate Limits of the City of Grinnell that is used for habitation and is not owner-occupied. Exempt: Any dwelling or dwelling unit(s) located as part of a building that is inspected by a representative of the State Fire Marshal's office.
3. **RENTAL UNIT:** One dwelling unit within a rental property. If a common area and facilities are provided in a dwelling for the use of the occupants of units therein, such common area and facilities shall constitute a part of each rental unit for the purpose of inspection and compliance with this Rental Inspection Program.
4. **RENT:** Any form of payment, including but not limited to cash, services, or other valuable considerations, provided as a condition of occupying a dwelling not owned by the occupant.
5. **OWNER (Landlord):** Any person, agent, operator, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.
6. **OWNER'S REPRESENTATIVE:** An individual or designated agent whom may be an employee of an owner that has the right to provide access to an Inspector to the owner's rental property. The representative must have keys for all portions of the rental property, must be authorized to act on behalf of the owner concerning compliance with the requirements of the Rental Inspection Program, and must be at least 18 years of age.
7. **INSPECTOR:** The person(s) designated by the City of Grinnell Building and Planning Director to conduct the inspections of rental properties and units for this program. The City of Grinnell may contract with an outside entity to conduct these inspection services if it so chooses.

8. **MAJOR VIOLATION:** A violation of the rental code that if left as is would constitute an immediate threat to the life and/or safety of those living in the home (Examples could include: lack of or damaged water heater, boiler, or furnace flue; smoke detectors which are missing, inoperable, or are improperly placed; storage of flammable liquids in a dwelling; electrical cords, wiring, or equipment that has begun to fail due to being overloaded or damaged).
9. **TENANT:** A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.
10. **NO SHOW:** When the owner of the structure or any other responsible adult designated by the owner does not attend the scheduled inspection.
11. **INDOOR FURNITURE:** Any furniture that was manufactured to be indoors, was not sold commercially as outdoor furniture, and does not meet the general accepted term of outdoor furniture, which comprises of furniture that is wholly aluminum, plastic/polymer/resin, steel, wicker/rattan, wood, or wrought iron.

Registration of Rental Properties

All rental properties in the City of Grinnell shall be registered on an annual basis as outlined in the City of Grinnell's Code of Ordinances Chapter _____. Annual registration shall be required so as to be able to provide and ensure that the City has the most current contact and ownership information. At registration, the owner or owner's representative shall be required to attest that the rental unit(s) meets building regulations identified in the 2015 International Property Maintenance Code and the amendments provided in the adopted Ordinance _____. Additionally, by filing a registration form with the City, the owner is granting consent to an inspection of the rental property by the City for the purpose of determining compliance with this Rental Inspection Program. Registration forms (Attached to this policy as Appendix B: Rental Registration Form) shall be provided and records maintained by the City of Grinnell Building and Planning Department. A one-time registration fee of \$10.00 must be paid for each rental unit. For one year after the adoption of the Rental Inspection Program, the registration fee shall be waived.

A renewal registration period shall open up each year between April 1st and May 1st. During this period, each property owner shall be responsible for submitting a renewal rental registration. The renewal registration form can be found in Appendix B. Properties not registered by May 2nd shall be considered non-complaint with this Rental Inspection Program, shall be subject to late-fees, and may be subject to penalties described in the Violations section below. Registration of new and/or converted property or properties which changes ownership shall be completed within thirty (30) days of such activity.

Failure to pay the rental registration fee by July 1st shall result in a late-fee of \$25 per day up to a maximum of **\$1,500.00** per rental property. The City of Grinnell shall send a past due notice and reminder to the property owner by June 1st by certified mail for any rental units or property(s) that are not yet paid by that date providing notice that they are past due and payment must be received by July 1st or they will be considered non-complaint to this rental inspection program. A non-compliant property may have its Certificate of Occupancy revoked, have its occupancy discontinued pursuant to City of Grinnell's Code of Ordinances Chapter _____, discontinuance for violations, and/or the owner may be prosecuted for municipal infractions, as described in City of Grinnell's Code of Ordinances Chapter _____ and in the Violations section below. A receipt of registration will be provided to the property owner or owner's representative at the time of registration.

In addition, the City of Grinnell Administrative staff or a designated agent will monitor utility billing

signups for rental units or properties and compare their known rental units and/or properties with those registered rental properties to ensure that accurate records are maintained in both areas. The owners of rental units and/or properties that are determined to be unregistered shall be contacted by certified letter, which will provide them with a registration form. Property owners will have thirty (30) calendar days to register their rental property. Failure to do so shall be considered non-complaint with this Rental Inspection Program and may be subject to penalties described in the Violations section below.

Transfer of Ownership

Rental property that is transferred from one owner to a different owner will require the new owner to register the rental units or property(s) under the new owner's name at the time of transfer. No refunds shall be given to property owners for a partial year's registration. The failure of a new owner to register the property in their name/business at the time of transfer may result in a violation. The new owner will be required to pay a new registration fee for each unit.

Rental Units Out of Service

Should an owner desire to take his/her rental unit or property out of service for a minimum of sixty (60) days they may file with the City a written notice of the rental unit or property being taken out of service. While the unit is taken out of service they shall not rent or allow anyone to live within the rental unit or property until such time as the unit is re-registered with the City of Grinnell.

Once the rental unit or property is re-registered with the City the owner shall pay a new rental registration fee and the property shall be re-inspected with respective inspection fees paid.

Inspection Schedule

For the first inspection, items identified as **Major Violations** must begin to be remedied within 2 business days, and corrected within 90 days from the inspection date. All other violations must be corrected by the second inspection, projected to be three (3) years from the date of the first inspection.

Once second inspections begin the inspection schedule shall be as follows:

The baseline schedule for the inspection of all rental properties shall be dependent on the number of violations found during the inspection.

- For properties that are found with less than 6 violations, they shall be re-inspected once every three (3) years. This shall be known as the standard inspection cycle.
- For properties that are found with 6-10 violations, they shall be re-inspected once every two (2) years.
- For properties that are found with more than 10 violations, they shall be re-inspected one (1) year from the date of the original inspection.

As properties mitigate violations and are found with less or no violations upon the next re-inspection, they will then move to the standard inspection cycle.

Inspection fees are due for each inspection, and are outlined in the Inspection Fees section below.

Beginning in Fiscal Year _____, newly registered rental properties shall be inspected within six (6) months of the property being registered with the City. Subsequent inspections shall be in accordance with the standard scheduling process outlined previously.

As this Rental Inspection Program begins implementation, it will take significant time to work through the initial inspection of all rental properties in Grinnell. Likely, it will take substantially more time than the six (6) months after registration stated above. In order to provide a systematic method, staff shall create a consistent approach to select properties for inspection. As staff workloads fluctuate and as scheduling practicalities are better understood, the approach to selecting properties may be revised. A proposed initial approach is as follows:

1. Any type of residential unit in the downtown (C-2) zoning district
2. Those properties of which are part of a multi-unit complex
3. Those properties of which are in single and two-family homes/units.

Building and Planning Department Staff and/or other designated agents will be responsible for notifying property owners of the timeframe in which they have to schedule an inspection. Staff shall send written (or electronic, if selected by the owner/owner's representative) notice that it is time to schedule an inspection for their rental properties. The owner/owner's representative will be given thirty (30) days from the time the notice is sent to schedule the inspection. It is the owner/owner's representatives responsibility to contact the Inspector to schedule the inspection(s). Failure to schedule the inspection within thirty (30) days shall be considered a violation of this program.

Owners (or their representatives) may elect to schedule an inspection at any time before the City- determined time for inspection. Upon passing this elective inspection, the property will then be placed on the appropriate inspection schedule based upon if any violations were found. The inspector will not perform an inspection if the tenant has not been notified of the inspection by the owner or owner's representative, if the owner or owner's representative does not show up for the inspection, or if the owner's representative is not at least eighteen (18) years of age.

Properties will not be inspected as a part of a contingency for a real estate sales transaction except in the case of a sale of a structure or dwelling that results in a change in occupancy or use to a Residential Occupancy, of which an inspection must be completed before the sale is signed by both parties or a fine of \$25 per day will be placed upon the property, up to a maximum fine of \$500.00

The City shall not be responsible for late or misdirected notifications, either by US Mail or by email.

The "Inspection Notice" shall consist of the following items:

A Letter stating the following minimum items:

- Date by which the inspection must be scheduled;
- Address of property to be inspected including number of unit(s) to be inspected; and
- Contact information for the Rental Inspector.
- Copy of the Rental Inspection Checklist (Appendix A) and the Rental Inspection Form (Appendix C).

Follow up inspections, as required, shall be scheduled at the time of the initial inspection by the inspector. The inspector shall document all inspections and provide records to the Building and

Planning Department. No-Shows for follow up inspections shall be penalized by the fees set out in the resolution adopted by City Council

Inspection Fees

An inspection fee will be due at the time the inspection is conducted and shall be paid by the property owner. If the inspection is conducted by a contracted entity, the owner/owner's representative shall pay the inspector directly for the inspection at the time of inspection.

Inspection fees shall be \$50.00 for the first unit, plus \$15.00 for each additional unit at the rental property.

There shall be no fee to complete the first re-inspection, which is to ensure a violation has been remedied. A re-inspection fee of \$50.00 will be imposed when any subsequent inspection must be completed after the first re-inspection. Any inspection not completed because of a no show shall be subject to the "No Show" stipulations below.

For properties where there are more than 20 rental units, the inspector shall randomly select 30% of the units to be inspected, however there shall be no fewer than 10 units inspected. This will also determine the inspection fees due.

Inspections

The inspector shall conduct the inspection in-person and shall visually inspect all exterior and interior spaces of the rental property. The inspector shall inspect all sides of the exterior structure and the grounds of the property. The inspector shall inspect every room in the rental property. The inspection shall be focused on building regulations identified in the in the City of Grinnell's Code of Ordinances Chapter _____ and Appendix A: Rental Inspection Checklist. A rental property is considered to have "passed" the inspection once the inspector completes an inspection and signs the Rental Inspection Checklist. A rental property with violations can receive a temporary Rental Property Certificate, and have a set amount of time to complete the repair or abatement of any violations, but the property will still be subject to the inspection schedule based upon the total number of violations found at the original inspection. Upon the next inspection set by the inspection schedule, if less or no violations are found, that property can then move to the longer inspection period.

During the Inspection, any and all animals must be confined. If an animal is not confined or causes the inspector to not complete the inspection, the inspection will be halted and a re-inspection fee will be required to be paid by the tenant.

Violations Which Require a Mandatory Forty-Eight (48) Hour Notice

All items identified as **Major Violations** per the Inspection Checklist.

If the Building and Planning Department is not notified by the Owner or Agent that an item identified as a **Major Violation** has not begun to be remedied in some fashion within 48-hours of the inspection the property may be considered non-compliant with this Rental Inspection Program and may be subject to penalties described in the Violations section below. In accordance with City of Grinnell Code of Ordinances Chapter _____, immediate vacation of the property may also be required.

Ninety (90) Day Re-Inspection

All **Major Violations** shall begin to be corrected within ninety (90) calendar days. If a violation is not started to be remedied, the property may be considered non-compliant with this Rental Inspection Program and may be subject to penalties described in the Violations section below. This may include the revocation of the Certificate of Occupancy and the immediate vacation of the rental property and/or rental units.

No Shows

The inspector shall meet the owner or the owner's representative at the agreed upon date, time, and location. The property owner shall be assessed a \$50 "No Show" fee for each time the owner or owner's representative fails to be at a scheduled inspection. If the No Show penalty fee is not paid within fourteen (14) days from the time the inspection was to occur, the owner may be subject to a municipal infraction in addition to the No Show fee.

Consideration will be given to property owners who contact the Inspector minimum of two (2) hours **prior to the time of the inspection** to reschedule a rental inspection due to an inability to get a contractor onsite to correct the violations. **This shall not apply to violations which require a forty-eight (48) hour follow up inspection.** If a rental inspection is rescheduled more than once, a \$50.00 "No Show" fee will be assessed to the property owner for each rescheduling.

The inspector will not perform an inspection if the tenant has not been notified of the inspection, if the owner or owner's representative does not show up for the inspection, or if the owner's representative is not at least 18 years of age. In each of these cases, a \$50 "No Show" fee will be assessed to the property owner.

If a tenant refuses entry for an inspection and permission to enter has been granted by the owner or owner's representative for the inspection to occur and they are present during the set time for the inspection, the tenant will be fined \$100.00 by means of a municipal infraction, and it shall be up to the owner or owner's representative to reschedule a time for the inspection within the next one (1) week. Upon the circumstances, the property and its tenants may have their information given to City of Grinnell Police, for them to provide additional information if necessary.

Because inspections may be carried out by emergency personnel, if an inspector must leave the inspection and is not able to complete the inspection at the scheduled time, the inspection fees will be waived for that inspection and the re-inspection to complete the initial inspection.

Tenant Complaints

Complaints shall be made in writing using the Rental Complaint Form (Appendix D) and delivered to the Building and Planning Department. Inspections based on a complaint will not be conducted if the Rental Property Complaint Form is not completed.

At the time the complaint is made, city staff will ask the tenant for any other type of documentation they may have – for example any pictures or letters (texts) they may have sent to the property owner. The tenant shall be required to certify that they have registered a complaint with the owner or owner's representative at least fourteen (14) days prior to filing the complaint with the city, unless the complaint is regarding a major violation. The tenant will be advised that the landlord will be notified regarding the complaint and a determination will be made on the validity and severity of the complaint and if an inspection is warranted. City staff will contact the

owner or owner's representative by phone within two (2) business days if a complaint falls under the purview of this Rental Inspection Program.

If a complaint is within the purview of this program, the rental inspector will conduct an inspection within ten (10) business days of the complaint. If violations exist at the time of the inspection, the inspector will document utilizing the same procedures as if a non-complaint inspection was performed. The tenant will be contacted regarding the outcome of the inspection. The inspection form shall be made available to the tenant upon request.

Complaints regarding major violations, which would require a mandatory forty-eight (48) hour re-inspection during a normal rental inspection, will require that a re-inspection be scheduled within forty-eight (48) hours of completion of the inspection, excluding weekends or holidays.

If the complaint is regarding an item not covered by the Rental Inspection Program, the tenant shall be informed of such and no further action shall be taken. Any civil issue will not be addressed by City staff.

The City of Grinnell Building and Planning Department shall maintain the record of each complaint and the outcome of the complaint as a part of the rental program.

Any complaint that requires an onsite inspection shall have an associated \$50 re-inspection fee assessed. If the complaint is found to have merit and violations are found in the rental property, the property owner will be responsible for paying the fee. If the complainant submits a complaint and it is found to have no merit and violations are not found in the rental property, the tenant filing the complaint may be responsible for paying a \$100.00 inspection fee, which may double if separate frivolous complaints are made.

Appeals

The City Manager serves as the appeals body for disputes regarding notices of violations issued during a rental inspection. As such, the City Manager shall not take part in inspections.

An owner or owner's representative of a property who wishes to make an appeal regarding a notice of violation of their rental property or unit(s) shall complete an appeal form provided by the City of Grinnell (Appendix E). This appeal must be filed with the Building and Planning Department within sixty (60) days of the initial inspection. The City Manager shall then schedule a hearing within thirty (30) days of receiving the appeal. City staff shall compile information related to the inspection and identified violation. At the City Manager hearing, City staff shall present evidence of the violation and the rental property owner will be provided an opportunity to state his/her perspective on the need to reconsider the inspector's decision. The City Manager shall provide a ruling within ten (10) days after the hearing. If the owner is not satisfied with the ruling, the owner may file a request with the City Manager's office for a public hearing with either the Building Code Board of Appeals, or the Public Safety Board. This request must be filed within ten (10) days following the City Manager's ruling.

Violations

Rental properties and/or rental units that fail to comply with the rental inspection program shall be referred to the City Building Official and Attorney for prosecution as a municipal infraction. Failure to comply with this program, including but not limited to failure to register a property, may result in the revocation of a Certificate of Occupancy and/or a requirement to vacate the property.

The penalties for a municipal infraction are:
\$100.00 for 1st offense
\$250.00 for 2nd offense
\$500.00 for 3rd and each additional offense.

Annual Training Program

As a part of the annual rental registration process, the Building and Planning Department shall provide for a minimum of two (2) separate Rental Inspection training sessions. These training sessions will provide property owners with information about the program including, but not limited to, common violations, changes in the rental code, and allow for feedback from the landlords.

These annual training programs shall be offered on different dates with at least one session during the evening hours (defined as 5:00 PM or later).

Annual Report

The City of Grinnell Building and Planning Department shall provide an annual report to the Grinnell City Council. The report shall provide data on the number of housing units in the City and the frequency and type of violations that have been found in the previous year. The report shall be prepared in July of each calendar year showing the reporting period beginning July 1 of the previous year and running through June 30 of the current year.

This page left intentionally blank.



Rental Inspection Program Administrative Policy Appendix A:

City of Grinnell Rental Inspection Checklist Guidelines

All rental properties within the City of Grinnell must be registered by May 1st, and must be regularly inspected according to the schedule in the Administrative Policy. The checklist below is a simplified summary of items that will be inspected during the inspection process. This document should be understood as general guidance to the Rental Inspection Program and should not be construed as legally binding code. More information and references to the Rental Inspection Code can be found in Appendix C: Inspection Form.

ADMINISTRATIVE COMPLIANCE

1. Property and units registered with the City of Grinnell.
2. Ownership and contact information clearly defined on the registration form.
3. Registration fees paid.

Note: The specific code excerpt number has been placed next to each requirement from the Rental Property Code.

Items identified in **RED** are listed as Major Violations.

Exterior Areas / Structure

1. House Numbers no less than 4 inches in height and ½ inch wide and individual units of a property numbered. 304.3
2. No peeling paint on exterior. 304.6
3. Structural members and foundation walls maintained in good condition. 304.4 and 304.5.
4. Sound and water tight roof. 304.7.
5. Decks, stairways, porches, balconies, and handrails maintained and structurally sound. 304.10
6. Chimneys maintained and structurally sound. 304.11
7. Insect Screens provided from April – October. 304.14
8. Doors and all components maintained in good working condition. 304.15
9. Basement openings protected to prevent rodents from entering. 304.17
10. Building security devices all in working order (windows, doors, hatchways). 304.18
11. Proper grading and drainage at site. 302.2
12. Sidewalks and Driveways kept in proper state of repair and follow Grinnell Code regulations.
13. Property shall be free from weeds/grass in excess of 8 inches, noxious plants, and volunteer trees. 302.4

14. Property kept free from junk as defined in Grinnell Code regulations, and Rubbish and Garbage in section 308.
15. Property kept free from junk vehicles as defined in Grinnell Code Regulations.
16. Structures and exterior property shall be kept free from rodent harborage and infestation. 302.5
17. Property does not have unsafe storage of combustible material.
18. Sufficient off-street parking must be provided depending on the Zoning District of each property. Two parking spaces per dwelling unit plus one additional parking stall for each bedroom in excess of two bedrooms.
19. Exterior property areas do not contain indoor furniture.

Interior Area / Structure

1. Interior of a structure and equipment shall be maintained in good repair and structurally sound. 305.1
2. The interior shall be in a sanitary condition. 305.1
6. Interior surfaces, including but not limited to windows, doors, walls, ceilings, and floors shall be maintained in good, clean, and sanitary condition. 305.3
7. All stairs, handrails, and guards shall be maintained in good, sound condition. 305.5
9. Occupant loads meet the requirements adopted by Ordinance_____

Plumbing

1. All plumbing facilities and fixtures shall be maintained in good working order. 501.2
2. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet, and kitchen sink. 502.1
3. Toilet rooms and bathrooms shall provide privacy and shall include an interior locking device when located in a dwelling with more than one unit. 503.1
4. Every sink, lavatory, bathtub or shower, drinking fountain, water closet, or other plumbing fixture shall be properly connected to either a public water system or an approved private water system. 505.1
5. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged into the sanitary sewer system, and shall be discharged in a manner that may cause a nuisance. 507.1

Electrical

1. Dwelling Units shall be served by a three-wire 120/240 volt, single-phase service with a minimum rating of 60 amperes. 604.2
2. All electrical equipment shall be in good working condition, and any equipment exposed to water shall be replaced. 604.3.1.1
3. No electrical hazards shall be visible. 605.1
4. Every habitable space shall contain not less than 2 separate receptacles. 605.2
5. Laundry rooms shall contain a grounding-type receptacle or a receptacle with a ground fault circuit interrupter. 605.2
6. Every public hall, stairway, toilet room, kitchen, bathroom, laundry room, and boiler/furnace room shall contain at least one luminaire. 605.3
7. Flexible extension cords shall not be used for permanent wiring.
8. GFCI outlets shall be installed for all outlets within 6 feet of a water source.

Mechanical

9. Dwellings shall be provided with heating facilities capable of maintaining a room temp of 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances and portable unvented fuel-burning space heaters shall not be used to provide required heating. 602.2
10. Tenants must be allowed to control heating facilities unless agreement in place.

Fire Safety

1. A dual sensor (Photoelectric and Ionization) smoke alarm is required on each floor, within each sleeping room, and immediately outside of all sleeping areas.
2. A safe, continuous, and unobstructed path of travel shall be provided from any point in a building or structure to the public way. 702.1
3. Each dwelling unit has an appropriately sized ABC-rated fire extinguisher, properly inspected and tagged within 75 feet from the unit's main entrance.
4. A carbon monoxide alarm detector shall be installed immediately outside each sleeping room where carbon monoxide producing sources are provided, or the dwelling or unit has an attached garage.
5. Fire alarm and suppression systems are properly installed, operational, and tested where required.
6. In new construction and renovation, proper fire-resistance ratings shall be maintained where required. 703.1



Rental Unit Registration Form

This form is required to be completed annually and completely filled out.
One form required for each property.

To avoid penalty, registrations are due by May 1, annually.

Rental Property Information

Rental Property Address: _____

Registration Fiscal Year: _____ Total Number of Units in Property _____

Date of Last Inspection _____ New registration: YES: NO:

If not yet inspected, write "none".

Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Cell #: _____

Email: _____

Property Manager Information

Check Box if Same:

Name: _____ Address _____

City: _____ State: _____ Zip Code: _____

Phone #: _____ Cell #: _____

Email: _____

Primary Contact (Property Owner/Property Manager): _____

As the property owner (or owner's representative), I understand that I am subject to the rental regulations of the City of Grinnell, including but not limited to the right of the City to perform inspections on my property as part of the rental requirements. I understand that it is my duty to notify my tenants of any upcoming inspections and to either be present or have a representative that is at least 18 years age, present during the inspection. By my signature below, I am certifying that the rental units identified in this form comply with City of Grinnell Rental Property Code, as summarized in Attachment A: Rental Inspection Checklist.

Signature: _____

Printed Name: _____ Date: _____

Official Use Only

Registration Fee (\$10 per unit) _____

Date Received: _____

Late Registration Fee (\$50 per day) _____

Received By: _____ Other Fees _____

Total Amount Due

This page left intentionally blank.