

ORDINANCE 03-08-12-Z1
AN ORDINANCE AMENDING THE JOHNSON COUNTY UNIFIED
DEVELOPMENT ORDINANCE BY ADDING A JOHNSON COUNTY RENTAL
HOUSING CODE

Section I. Addition of New Chapter. The following new Chapter 8:6 is hereby added to the Unified Development Ordinance.

Chapter 8:6
Johnson County Rental Housing Code

8:6.1: SHORT TITLE: This chapter shall be known and designated as the Johnson County Rental Housing Code, hereinafter referred to as "the rental housing code".

8:6.2: PURPOSE: It is hereby declared that the purpose of the rental housing code is to ensure that housing facilities and the conditions present in rental dwellings are of the quality necessary to protect and promote the health, safety and welfare of not only those persons utilizing the rental housing, but the general public as well. It is hereby further declared that the purpose of this chapter is to determine the responsibilities of owners, operators, occupants and the county necessary to maintain and administer the standards of the rental housing code.

8:6.3: DEFINITIONS: As used in this chapter, the following definitions shall apply. Whenever the words "dwelling", "dwelling unit", "rooming house", "rooming unit", "type III dwelling unit" or "premises" are used in this chapter, they shall be construed as though they were followed by the words "or any part thereof". Whenever the term "dwelling unit(s)" is used in this chapter, it shall include type III dwelling unit(s).

ACCEPTABLE OR APPROVED: In substantial compliance with the provisions of this chapter.

ACCESSORY BUILDING/USE/STRUCTURE: A building, structure, or use located on the premises of a rental dwelling which:

A. Is subordinate to the principal use of the property and contributes to the comfort, convenience or necessity of occupants, customers, or employees of the principal use; and

B. Is under the same ownership as the principal use or uses on the property; and

C. Does not include structures, structural features, or activities inconsistent with the uses to which they are accessory; and

D. Except for off street parking located on a separate lot as approved in the Johnson County Unified Development Ordinance, is located on the same lot as the principal use or uses to which it is accessory.

APPROVED: See definition of Acceptable or Approved.

APPURTENANCE: That which is directly or indirectly connected or accessory to a thing.

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

BASEMENT: A portion or story of a building, next below the first or main floor, which may or may not be considered habitable space.

BATH: A bathtub or shower stall installed in compliance with the Johnson County plumbing code.

BOARD OF APPEALS: Johnson County Board of Appeals as established by resolution by the Johnson County Board of Supervisors

CELLAR: A space below the first or main floor, used or intended to be used for storage and location for heating equipment and shall not be considered habitable space.

CENTRAL HEATING SYSTEM: A single system supplying heat to one or more dwelling unit(s) or more than one rooming unit.

CHIEF: The administrative head of the fire department.

COMMUNAL: Used or shared by or intended to be used or shared by the occupants of two (2) or more rooming units or two (2) or more dwelling units.

CONDOMINIUM: A dwelling unit in compliance or conformance with the requirements of the code of Iowa, as amended.

COOPERATIVE: A dwelling unit in compliance or conformance with the requirements the code of Iowa, as amended.

COURT: An open, unoccupied space, other than a yard, on the same lot with a dwelling. A court not extending to the street or front or rear yard is an inner court. A court extending to the street or front yard or rear yard is an outer court.

DINING ROOM: A habitable room used or intended to be used for the purpose of eating but not for cooking or the preparation of meals.

DIRECTOR: The director of the Planning and Zoning department and the Building Division.

DUPLEX: A structure in which there are two (2) dwelling units within a single building, and both dwelling units are located on the same lot.

DWELLING: Any building, structure or manufactured housing, except temporary housing, wholly or partly, used or intended to be used for living or sleeping by human occupants and includes any appurtenances attached thereto.

DWELLING, MULTIPLE: See definition of Multiple Dwelling.

DWELLING, SINGLE-FAMILY: See definition of Single-Family Dwelling.

DWELLING UNIT: Any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking, eating of meals and sanitation.

EGRESS: An arrangement of exit routes to provide a means of exit from buildings and/or premises.

EXIT: A continuous and unobstructed means of egress to a public way and shall include intervening doors, doorways, corridors, exterior exit balconies, ramps, stairways, smoke proof enclosures, horizontal exit, exit passageway, exit court, 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 or trapping or by any other recognized and legal pest elimination methods approved by the inspector.

FAMILY: One person or two (2) or more persons related by blood, marriage, adoption, legal guardianship, foster parent-child(ren) status or placement by a governmental or social service agency, occupying a dwelling unit as a single housekeeping organization. A "family" may also include the following:

A. Two (2), but not more than two (2), persons not related by blood, marriage or adoption; or

B. Up to eight (8) persons with verifiable disabilities, as defined by the fair housing amendments act of 1988, who are occupying a dwelling unit as a single housekeeping organization.

GUEST: An individual who shares a dwelling on a temporary basis for not more than thirty (30) days in any given calendar year; or a person who stays in a hospitality oriented retail use.

HABITABLE ROOM: A room or enclosed floor space within a dwelling unit or rooming unit, having a minimum of seventy (70) square feet of total floor area with not less than

seven feet (7') in any horizontal dimension, used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, stairways and recreation rooms in basements (see definition of Recreation Room In Basement).

INFESTATION: The presence, within or around a dwelling, of any insects, rodents or other pests in such quantities as would be considered unsanitary.

INSPECTOR: The official or officials of the county who administer the provisions of the housing, building, nuisance and zoning codes, together with duly authorized representative(s) and/or agent(s).

KITCHEN: A room used or intended to be used for cooking or the preparation of meals.

KITCHEN SINK: A basin for washing utensils used for cooking, eating and drinking, located in a kitchen and connected to both hot and cold water lines.

KITCHENETTE: A food preparation area not less than forty (40) square feet in area.

LAVATORY: A hand washing basin connected to both hot and cold water lines and separate and distinct from a kitchen sink.

LIVING ROOM: A habitable room within a dwelling unit used or intended to be used primarily for general living purposes.

MANUFACTURED HOUSING: Any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.

MULTIPLE DWELLING: Any dwelling containing three (3) or more dwelling units.

OCCUPANT: A person who is physically present in the dwelling and is engaged in activities of daily living, including, but not limited to, sleeping, cooking, eating, and sanitation, for at least thirty one (31) days in any calendar year or who is a tenant.

OPERATOR: Any person who rents to another or who has custody or control of a building or parts thereof in which dwelling units or rooming units are let or who has custody or control of the premises.

OWNER: Any person who has custody and/or control of any dwelling, rooming house, dwelling unit or rooming unit by virtue of a contractual interest in or legal or equitable title to said dwelling, dwelling unit or rooming unit as guardian or conservator.

OWNER OCCUPIED: A dwelling shall be considered to be owner occupied for purposes of this chapter if an occupant of the dwelling has a contractual interest in, or

legal or equitable title to said dwelling, or if the occupant has a legal ownership interest in a business entity that has a contractual interest in or legal or equitable title to said dwelling.

PERSON: Any individual, firm, corporation, association, partnership, trust or estate.

PLACARD: A display document showing that the unit for which it is issued has been determined to be unfit for human habitation.

PLUMBING: Means and includes any or all of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, solid waste disposal units, waste pipes, toilets, sinks, lavatories, bathtubs, shower baths, water heating devices, catch basins, drains, vents and any other similar supplied fixture, together with all connections to water, sanitary sewer or gas services.

PORCH: A platform completely covered by a roof located and attached to a building.

PREMISES: A lot, plot or parcel of land, including a building(s) and/or accessory structure(s) thereon.

PRIVACY: The existence of conditions which will permit a person or persons to carry out an activity commenced without interruption or interference by unwanted persons.

PUBLIC WAY: Any parcel of land, unobstructed from the ground to the sky, more than ten feet (10') in width, dedicated to the free passage of the general public.

RECREATION ROOM IN BASEMENT: A room located in a basement used for general recreation purposes and not used, nor intended to be used, for sleeping. This room shall be in addition to the minimum space and facility requirements for a dwelling unit or rooming unit.

REGULATIONS: See definition of Rules and Regulations.

RENTAL DWELLING(S): A dwelling that is either currently occupied by, or leased for occupancy by, a person other than the owner of the property regardless of whether or not rent is paid. Rental dwellings include, but are not limited to, rooming houses, dwelling units and rooming units that are not owner occupied.

ROOMER: An occupant of a rooming house or rooming unit and shall also mean an occupant of a dwelling who is not a member of the family occupying the dwelling.

ROOMING HOUSE: Any dwelling or that part of any dwelling containing one or more rooming units or type III dwelling units, in which space is let by the owner or operator to four (4) or more roomers. Occupants of units specifically designated as type III dwelling units within a rooming house shall be included in the roomer count.

ROOMING UNIT: Any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used or intended to be used primarily for living and sleeping. A rooming unit shall have bath and toilet facilities available for the exclusive use of the occupant(s) or for communal use in accordance with section 8:6.12 of this chapter, and in addition, rooming units may be let with or without communal kitchen and/or communal dining room privileges in accordance with said section 8:6.12 of this chapter.

RUBBISH: Inorganic waste material consisting of combustible and/or noncombustible materials.

RULES AND REGULATIONS: Those administrative procedures adopted by the director for the efficient management of the enforcement of this code. All rules and regulations shall be limited to departmental administrative and procedural matters, rather than substantive matters and shall not be inconsistent with this chapter.

SINGLE-FAMILY DWELLING: A structure containing one dwelling unit.

SOLID WASTE: Animal or vegetable waste resulting from the handling, preparation, cooking or consumption of food and shall also mean combustible waste material. The term shall also include paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings and other combustible materials.

SOLID WASTE CONTAINER: A watertight container that is constructed of metal or other durable material impervious to rodents, that is capable of being serviced without creating unsanitary conditions.

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

TEMPORARY HOUSING: Any tent, trailer, motor home or other structure used for human shelter and designed to be transportable and not attached to the ground, to another structure or to any utilities system on the same premises. Such temporary housing may occur for no more than twenty one (21) consecutive days nor exceed a total of forty five (45) days in any calendar year.

TENANT: Any occupant of a dwelling unit who is not an owner or operator of said dwelling unit or who is entitled under a rental agreement to occupy a dwelling unit to the exclusion of another.

TO LET: The granting, either in writing or orally, by the owner or operator to another the right to possess a dwelling.

TOILET: A water closet, with a bowl and trap made in one piece, of such shape and form and holding a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and equipped with a flushing rim or flushing rims.

TYPE III DWELLING UNIT: Any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals but does not have a toilet or bath available for the exclusive use of the occupants thereof.

8:6.4: SCOPE OF PROVISIONS:

A. The provisions of this chapter shall apply to all rental dwellings within the unincorporated areas of Johnson County, which are used or intended to be used for human occupancy, with the following exceptions:

1. Temporary housing as defined herein.

2. Rental dwellings located on a farm so long as one or more of the tenants of a dwelling are regularly engaged in agricultural activities for the benefit of the owner either as an employee or as part of a contractual relationship in which the tenant provides services for the benefit of the agricultural operation in lieu of rent. For purposes of this chapter, a farm shall consist of no less than 40 contiguous acres of land, or 1/4 of a 1/4 of a Section, as legally described and recorded, while used for agricultural purposes.

3. Rental dwellings occupied by a tenant who is related to the owner within the third degree of consanguinity, marriage, adoption or legal guardianship who is not paying monetary rent in exchange for occupying the dwelling.

B. No portion of this ordinance shall be construed to apply to farm barns, farm outbuildings or other buildings, structures, or erections that are not being used as dwellings, which are primarily adapted, by reason of nature and area, for use for agricultural purposes while so used.

8:6.5: ADMINISTRATION AND ENFORCEMENT OFFICIAL: The inspector is hereby authorized to administer and enforce the provisions of the rental housing code and to make inspections to determine the condition of all rental dwellings, and premises thereof located within the jurisdiction of Johnson County, in order that the inspector may perform the duty of safeguarding the health, safety and welfare of the occupants of such dwellings and of the general public under the provisions of the rental housing code.

8:6.6: INSPECTIONS:

A. Basis for Inspections:

Inspections of rental dwellings or premises thereof shall be conducted;

1. upon the request of the owner or occupant,
2. upon a complaint which provides a reasonable basis to believe a violation has occurred; or
3. when the inspector has observed conditions that provide a reasonable basis to believe that there is a violation of the provisions of the rental housing code.

B. Entry for Inspection:

1. Upon a determination that there is a basis for inspection, the inspector is hereby authorized to conduct consensual inspections of any rental dwelling or premises thereof within the jurisdiction of Johnson County at reasonable times in order to inspect same, provided that if such rental dwelling or premises be occupied, the inspector shall make reasonable efforts to locate the owner or occupant or other person having control of the rental dwelling or premises and request entry.

2. If entry is refused, the inspector shall request that the inspection be conducted at a reasonable time, suitable to the owner or occupant. If the request for future entry is refused, the inspector shall explain to the owner and/or occupant that;

- a. the occupant may refuse entry without penalty absent a search warrant,
- b. the inspector may apply to the court for a search warrant.

C. Search Warrant:

If consent to inspect a rental dwelling or premises thereof is withheld by any person having the lawful right to exclude; the inspector may apply for a search warrant. No owner or occupant or any other person having charge or control of any rental dwelling or premises shall deny entry after presentation of a search warrant allowing entry therein by the inspector for the purpose of the inspection and examination pursuant to this code.

8:6.7: ACCESS BY OWNER OR OPERATOR FOR MAINTENANCE: Every occupant of a rental dwelling, rental dwelling unit or rental rooming unit shall, upon proper notice, give access to the owner, operator or agent or employee to any part of such rental dwelling, rental dwelling unit, rental rooming unit or premises at all reasonable times for the purpose of effecting such maintenance, making such repairs or making such alterations as are necessary to effect compliance with, or any lawful notice or order issued pursuant to the provisions of the rental housing code.

8:6.8: EMERGENCY ORDERS: Whenever the inspector, in the enforcement of the rental housing code, finds that a condition exists which requires immediate action to protect the health or safety of the occupants and/or the general public, the inspector may, without notice or hearing, issue an order reciting the existence of such a condition and requiring that action be taken such as the inspector deems necessary to abate the condition. If necessary, the director may order that the premises be vacated forthwith, and said premises shall not be reoccupied until the order to make repairs has been complied with. Notwithstanding other provisions of the rental housing code, such order shall be effective immediately or in the time and manner prescribed by the order itself.

8:6.9: PLACARDING OF STRUCTURES; CONDEMNATION REFERRALS:

A. Placarding Procedures: Any rental dwelling, rental dwelling unit or rental rooming unit found to be so damaged, decayed, dilapidated, unsanitary, unsafe or vermin infested that it creates a hazard to the health or safety of the occupants or of the public shall be

determined to be unfit for human habitation and shall be so designated and placarded by the director.

B. Order To Vacate Placarded Rental Dwelling: Any rental dwelling, rental dwelling unit, rental rooming unit or any portion thereof placarded as being unfit for human habitation by the director shall be vacated immediately or as ordered by the director.

C. Approval Required To Reoccupy Placarded Rental Dwelling: No rental dwelling, rental dwelling unit, rental rooming unit or portion thereof which has been placarded as unfit for human habitation shall be used for human habitation again until written approval is secured from, and such placard is removed by the director. The director shall remove such placard whenever the defect(s) for which the dwelling was placarded has been eliminated.

D. Removal of Placard Prohibited: No person shall deface or remove a placard from any rental dwelling, rental dwelling unit or rental rooming unit which has been deemed unfit for human habitation and placarded as such, except as provided in subsection C of this section.

E. Condemnation Referral: After a reasonable period of time after a property has been placarded and no remedial action begun, the inspector may refer the case to the authority charged with enforcement of the International Building code for the abatement of dangerous buildings, as amended, for appropriate action.

8:6.10: RULES AND REGULATIONS: The inspector shall make all rules and regulations available to the general public. Standard forms and blank notices shall also be available upon request.

8:6.11: BOARD OF APPEALS; VARIANCES AND APPEALS:

A. Jurisdiction of Board of Appeals:

1. Appeals to the Board of Appeals may be taken by any person affected by any decision of the director or designee or by any written notice. Any person wishing to seek a variance to the rental housing code may petition the Board of Appeals for relief.

2. If the Board of Appeals sustains or modifies a decision or a notice, it shall be deemed to be an order, and the owner, operator or occupant, as the case may require, shall comply with all provisions of such order within a reasonable period of time which shall be determined by the Board of Appeals.

B. Board of Appeals Procedures:

1. The Board of Appeals, upon receipt of an appeal request and payment of the filing fee, as established by resolution of the Board of Supervisors, shall set a time and a place for the hearing. The applicant shall be advised, in writing, of such time and place at least seven (7) calendar days prior to the date of the hearing.

2. At such a hearing, the applicant shall have an opportunity to be heard and to show cause as to why such notice or order should be modified, extended, revoked or why a variance should be granted.

3. The Board of Appeals, by a majority vote, may sustain, modify, extend or revoke a notice to grant or deny a variance. The decision to deny a variance shall be based on the standards described within the Johnson County Rental Housing Code.

4. The Board of Appeals may grant variances or extensions of time to make repairs. In the event that an extension and/or variance is granted, the Board of Appeals shall observe the following conditions:

a. In lieu of or in addition to administrative extensions, the Board of Appeals may grant an extension or extensions of time for the compliance of any order or notice, provided the Board of Appeals makes specific findings of fact based on evidence relating to the following:

(1) There are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice or order; and

(2) Such an extension is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

b. Except under extraordinary circumstances, the extension or sum of extensions shall not exceed eighteen (18) months.

c. The Board of Appeals may grant a variance in a specific case and from a specific provision of this chapter, subject to appropriate conditions, and provided the Board of Appeals makes specific findings of fact based on the evidence presented on the record as a whole and relate to the following:

(1) There are practical difficulties or unnecessary hardships in carrying out a strict letter of any notice or order; and

(2) Due to the particular circumstances presented, the effect of the application of the provisions would be arbitrary in the specific case; and

(3) An extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships in this arbitrary effect; and

(4) Such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

d. Upon appeal or by petition, the Board of Appeals shall consider the adoption of a general variance. The Board of Appeals, by a majority vote, may establish a general variance for existing structures which cannot practicably meet the standards of the Johnson County Rental Housing Code. Prior to considering any general variance, public notice shall be given. A general variance, if granted, shall:

(1) State in what manner the variance from the specific provision(s) is to be allowed; and

(2) State the conditions under which the variance is to be made; and

(3) Be based upon specific findings of fact based on evidence related to the following:

(A) There are practical difficulties or unnecessary hardships in carrying out the strict letter of the specific provision, common to rental dwellings, to which the variance will apply; and

(B) Such variance is in harmony with the general purpose and intent of this chapter in securing the public health, safety and general welfare.

e. The effective date of the variance shall be thirty (30) calendar days after notification to the Board of Appeals unless vetoed by an extraordinary majority of the Board of Appeals during said thirty (30) day period.

8:6.12: MINIMUM STRUCTURE STANDARDS FOR ALL RENTAL DWELLINGS:

A. Safety of Supplied Facility: Every supplied facility, piece of equipment or required utility shall be constructed and/or installed so that it will function safely within or for a rental dwelling.

B. Kitchens: Every rental dwelling unit shall have a kitchen room or kitchenette equipped with the following:

1. An approved kitchen sink.
2. Space capable of properly accommodating a refrigerator and a stove or range.
3. Proper access terminals to utilities necessary to properly operate a refrigerator and stove or range.
4. Adequate space for the storage and preparation of food.

C. Communal Kitchens: If a communal kitchen is supplied, it shall comply with the following requirements:

1. The minimum floor area of a communal kitchen shall be sixty (60) square feet.
2. The minimum floor area of a communal kitchen in which roomers are permitted to prepare and eat meals shall be one hundred (100) square feet.
3. It shall contain a refrigerator with an adequate food storage capacity.
4. It shall contain an approved kitchen sink.
5. It shall contain a stove or range.
6. It shall include at least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.
7. It shall contain at least six (6) square feet of surface area easily cleanable and suitable for the preparation of food.
8. It shall contain a table and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.
9. Every communal kitchen shall be located within a room accessible to the occupants of each rental rooming unit sharing the use of such kitchen, without going outside the rental dwelling and without going through a rental dwelling unit or rental rooming unit of another occupant.

D. Communal Dining Rooms: Every rental dwelling or rental rooming house, within which the occupant of any rental rooming unit is permitted to prepare meals or cook within a communal kitchen containing less than one hundred (100) square feet of floor area, as provided in subsection C of this section, shall contain a communal dining room which complies with all of the following requirements:

1. Every communal dining room shall be located on the same floor of the rental rooming house as the communal kitchen, and such dining room shall be as nearly adjacent to the communal kitchen as is practicable.

2. Every communal dining room shall be located within a room accessible to the occupants of each rental rooming unit sharing such dining room, without going outside the rental dwelling and without going through a rental dwelling unit or rental rooming unit of another occupant.

3. It shall contain a table and adequate chairs for the normal use of the facilities.

4. Every communal dining room shall contain not less than seventy (70) square feet of floor area.

E. Toilets, Baths and Lavatories:

1. Every rental dwelling unit shall contain the following:

a. A toilet

b. A bath

c. A lavatory basin within or adjacent to the room containing the toilet.

2. Every toilet and every bath shall be contained within a room or within separate rooms which afford privacy for a person within said rooms.

3. At least one toilet and one lavatory basin shall be supplied for each eight (8) persons or fraction thereof residing within a rental dwelling containing a rooming unit or units and/or type III rental dwelling unit or units, including members of the operator's family whenever they share the said facilities, provided in a rental rooming house or where rooms or type III rental dwelling units are let only to males, flush urinals may be substituted for not more than one-half (1/2) of the number of required toilets.

4. At least one bath shall be supplied for each eight (8) persons or fraction thereof residing within a rental dwelling containing a rental rooming unit or units and/or type III rental dwelling unit or units, including members of the operator's family whenever they share the use of said facilities.

5. Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rental rooming unit or type III rental dwelling unit.

F. Water Heating Facilities: Every kitchen sink, bath and lavatory basin required in accordance with the provisions of the rental housing code shall be properly connected with supplied water heating facilities. Every supplied water heating facility shall be properly connected and shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every kitchen sink and lavatory basin required under the provisions of the rental housing code at a temperature of not less than one hundred ten degrees Fahrenheit (110°F) (43°C). Such supplied water heating facilities shall be capable of meeting the requirements of this section when the required space heating facilities are not in operation.

G. Connection of Sanitary Facilities to Water and Sanitary Sewer Systems: Every kitchen sink, toilet, lavatory basin, bath and clothes washer within a rental dwelling shall be properly connected to an approved water and sanitary sewer system.

H. Exits:

1. Every structure containing (a) rental dwelling unit(s) or structure containing (a) rental rooming unit(s) or a combination thereof shall comply with the following exit requirements:

- a. Every rental structure or usable portion thereof shall have at least one exit.
- b. Rental single-family and rental duplex structures over three thousand (3,000) square feet in gross floor area shall have access to two (2) exits.
- c. Multiple rental dwellings and rental rooming houses with an occupant load of ten (10) or more shall have access to two (2) exits.
- d. Where only one exit is required, it shall be a continuous and unobstructed means of egress which discharges directly or via corridors or stairways to a public way.
- e. Where at least two (2) exits are required, they shall be independent, unobstructed means of egress remote from each other, and both shall discharge directly or via corridors or stairways or both to a public way or yard. If both means of egress are designated to a common corridor, they shall be in opposite directions immediately upon exiting the rental dwelling unit or rental rooming unit, except a common path of travel may be permitted for the first twenty feet (20'). Dead end corridors shall not exceed twenty feet (20') in length. Any existing fire escape shall not be deemed a sufficient means of egress unless it is in compliance with appendix A of this chapter. Any new fire escape must meet the requirements of the Johnson County Building and Fire Codes.
- f. Basements and floors above the second story shall have not less than two (2) exits, except when such floors or basements are used exclusively for the service of the building. Rental dwelling units and/or rental rooming units in a basement may have access to only one common exit when the occupant load served by that exit does not exceed ten (10). Escape and rescue window(s) must be supplied for each sleeping room. Such window(s) shall comply with the Johnson County Building Code specifications. Existing third floor and attic areas less than five hundred (500) square feet may be used as habitable rooms if the following conditions are met: 1) one exit fully meets building code requirements to the outside of the building; 2) the other exit can be an attic fire escape. If access to the attic fire escape is through a window, such window must meet the Johnson County Building Code requirements for escape and rescue windows.
- g. Every doorway providing ingress or egress from any rental dwelling unit, rental rooming unit or habitable room shall be at least six feet, four inches high and two feet, four inches wide (6'4" x 2'4").

2. Every means of egress from a rental dwelling shall comply with the following requirements:

- a. Stairways: All stairways comprised of four (4) or more risers shall be provided with a substantial and safe handrail. New construction or remodeling shall comply with the Johnson County building code.
- b. Guardrails: All unenclosed floor and roof openings, open and glazed sides of landings and ramps, balconies or porches which are more than thirty inches (30") above grade or above the floor below and any roof used for other than service of the building shall be protected by a substantial and safe guardrail. New construction or remodeling shall comply with the Johnson County Building Code.
- c. Riser and Tread: Every stairway shall have a uniform riser height and uniform tread width which shall be adequate for safe use.
- d. Exits: Doors and windows readily accessible from outside the unit shall be lockable from inside the unit. Double cylinder deadbolts may not be used on doors located in habitable areas or on any exit door. Exit doors shall be openable from the inside without the use of a key or any special knowledge or effort.

e. Escape Window: In basement units where one means of egress is a window, such window shall have an unobstructed opening no less in area than that required in the Johnson County Building and/or Fire Codes.

I. Lighting of Public Halls and Stairways:

1. Public passageways and stairways in rental dwellings accommodating two (2) dwelling units or rental rooming units shall be provided with a convenient wall mounted light switch(es) which activates an adequate lighting system.

2. Public passageways and stairways in buildings accommodating three (3) or more rental dwelling units or rental rooming units shall be lighted at all times with an artificial lighting system, in accordance with the Johnson County building code.

J. Natural Light:

1. Every habitable room in a rental dwelling, except a kitchen, shall have at least one window or skylight facing directly to the outdoors. The minimum total glazed window or skylight area, for every habitable room, except the kitchen, shall be at least eight percent (8%) of the floor area of such room.

2. For the purpose of determining natural light and natural ventilation requirements, any room may be considered as a portion of an adjoining room when one-half (1/2) of the area of the common wall is open and unobstructed and provides an opening of not less than one-tenth (1/10) of the floor area of the interior room or twenty five (25) square feet, whichever is greater.

K. Ventilation:

1. Interior Air Quality: Every rental dwelling unit and rental rooming unit shall be free from dangerous levels of air pollution from carbon monoxide, sanitary sewer gas, fuel gas, dust and other harmful air pollutants.

2. Natural Ventilation in Rental Dwellings:

a. Every window or other device with openings to the outdoor space, used for ventilation, shall be supplied with screens of not less than sixteen (16) mesh per inch.

b. The total openable window area, as measured between stops, in every habitable room shall be equal to at least four percent (4%) of the floor area of such room.

c. Every door opening directly from a rental dwelling unit or rental rooming unit to outdoor space, the use of which is necessary to meet the minimum ventilation requirements of this code, shall have a supplied screen or screens and a self-closing device.

d. Every cellar window, soffit or roof vent used or intended to be used for ventilation and every other opening to a cellar, crawl space or interior roof area which might provide an entry for rodents or birds shall be supplied with a heavy wire screen of not larger than one-fourth inch (1/4") mesh or such device as will effectively prevent entrance.

e. For natural ventilation, every bathroom or toilet compartment shall have at least one openable window facing directly to the outdoors and at least forty five percent (45%) of the window must be openable.

3. Mechanical Ventilation in Rental Dwellings:

a. In lieu of openable windows for natural ventilation, adequate ventilation may be a system of mechanical ventilation which provides not less than two (2) air changes per hour in all habitable rooms and/or bathrooms or toilet compartments.

b. No mechanical exhaust system, exhausting vapors, gases or odors shall be discharged into an attic, crawl space or cellar unless such attic, crawl space or cellar is adequately vented to the outside.

c. Any kitchen or kitchenette lacking natural ventilation shall be equipped with a system of mechanical ventilation which provides at least two (2) air changes per hour in said room. The system shall exhaust and discharge directly to outside air.

L. Heating:

1. Every rental dwelling shall have heating facilities which are properly installed and are capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein to a temperature of at least sixty eight degrees Fahrenheit (68°) (20°C) and shall be capable of maintaining in all said locations a minimum temperature of sixty five degrees Fahrenheit (65°) (18°C) at a distance of three feet (3') above the floor level at all times. Such heating facilities shall be so designed and equipped that heat, as herein specified, is available for all rental dwelling units and rental rooming units.

2. Every central heating unit, space heater, water heater and cooking appliance shall be located and installed in such a manner so as to afford reasonable protection against involvement of egress facilities or egress routes in the event of uncontrolled fire in the structure.

3. Every fuel burning heating unit or water heater shall be effectively vented in a safe manner to a chimney or duct leading to the exterior of the building. The chimney, duct and vent shall be of such design as to assure proper draft and shall be adequately supported.

4. No fuel burning appliance shall be located within any sleeping room or bathroom unless provided with adequate ducting for air supply from the exterior, and the combustion chamber for such heating unit shall be sealed from the room in an airtight manner.

5. Every steam or hot water boiler and every water heater shall be protected against overheating by appropriate pressure and temperature limit controls. Such controls shall have a properly installed extension pipe on the pressure relief valve.

6. Every fuel burning space heating unit and water heater shall be equipped with an electronic ignition or with a pilot light and an automatic control to interrupt the flow of fuel to the unit in the event of a failure of the ignition device. All such heating units shall have a limit control to prevent overheating.

M. Electrical Requirements:

1. Every habitable room in a rental dwelling shall contain at least two (2) separate floor type or wall type electric double convenience outlets which shall be situated a distance apart equivalent to at least twenty five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly installed.

2. Every habitable room, toilet room, bathroom, laundry room, furnace room, basement and cellar in a rental dwelling shall contain at least one supplied ceiling type

or wall type electric light fixture or switched outlet. Every such outlet and fixture shall be properly installed.

3. Temporary wiring or extension cords shall not be used as permanent wiring.

N. Minimum Space, Use and Location Requirements:

1. Floor Area Per Occupant:

a. Every rental dwelling unit shall contain at least one hundred twenty (120) square feet of habitable floor space for the first occupant thereof and at least one hundred (100) additional square feet of habitable floor space for every additional occupant thereof.

b. For the purpose of determining the maximum permissible occupancy, the floor area of that part of a room where the ceiling height is less than five feet (5') shall not be considered when computing the total floor area of the room.

2. Maximum Occupancy: Not more than one family, plus that number of unrelated persons permitted in the applicable Johnson County zoning ordinance shall occupy a rental dwelling unit.

3. Sleeping Rooms: In every rental dwelling unit of two (2) or more rooms and every rental rooming unit, every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor space, and every room occupied for sleeping purposes by more than one occupant shall contain at least forty (40) square feet of floor space for each additional occupant thereof, except two (2) bedroom manufactured housing shall be required to have only one bedroom in compliance with this section.

4. Ceiling Height: The ceiling height of every habitable room in a rental dwelling shall be at least seven feet (7').

a. In any habitable room in a rental dwelling where the ceiling is a part of a sloping roof, at least one-half (1/2) of the floor area shall have a ceiling height of at least seven feet (7'). "Floor area", as stated above, shall mean the area of the floor where the vertical measurement from floor to ceiling is five feet (5') or more.

b. Obstructions of space by such items as water and gas pipes and cabinetry shall be permitted when such obstructions are located within two feet (2') of a partition or wall, do not interfere with normal ingress and egress, would not interfere with an emergency ingress or egress and are approved by the inspector. Obstruction of ceiling space shall be permitted when such obstruction is located at a height of not less than six feet four inches (6'4") from the floor and which does not occupy more than twenty five percent (25%) of the cubic area of the space within a room further than six feet four inches (6'4") from the floor.

O. Fire Protection Equipment: All fire extinguishers and early warning fire protection systems shall be properly installed according to applicable state fire code, and the Johnson County fire, building and rental housing codes.

8:6.13: RESPONSIBILITIES OF OWNERS RELATING TO THE MAINTENANCE AND OCCUPANCY OF RENTAL PREMISES:

A. Maintenance of Rental Dwelling Structure:

1. Rental Dwelling Structure:

a. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk and appurtenance thereto shall be maintained in a safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon.

b. Every rental dwelling shall be maintained in compliance with section 661 chapter 5 of the Iowa administrative code ("state fire code"), as amended, and the building codes in effect at the time the building was constructed. If the use or occupancy is changed, compliance with currently adopted codes is required.

c. The required occupancy separations shall be provided and maintained in all rental structures having mixed or multiple occupancies. The one hour occupancy separation between rental dwellings and attached garages shall be provided regardless of the date of construction and may be limited to the installation of materials approved for one hour fire resistive construction on the garage side and a tight fitting, twenty (20) minute rated door or approved equivalent opening protection as required by the Johnson County Building Code.

2. Exterior: Every foundation, floor, exterior wall, exterior door, window and roof of the rental dwelling shall be maintained in a weather tight, watertight, rodent proof and insect proof condition.

3. Doors: Every door, door hinge, door latch, door lock or any associated door hardware shall be maintained in good and functional condition, and every door, when closed, shall fit well within its frame.

4. Windows: Every window, existing storm window, window latch, window lock, aperture covering and any associated hardware shall be maintained in good and functional condition and shall fit well with its frame.

5. Interior: Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition. All building interior public and service areas shall be maintained in a sanitary condition.

B. Accessory Structure: Every foundation, exterior wall, roof, window, exterior door and appurtenance of every accessory structure to a rental dwelling shall be so maintained as to prevent the structure from becoming a harborage for vermin and shall be maintained in a good state of repair.

C. Rainwater Drainage System: All gutters, downspouts and associated or other roof drainage equipment on the premises of a rental dwelling shall be maintained in a good state of repair and so installed as to direct water away from the structure(s). All cisterns or similar water storage facilities shall be securely covered or protected.

D. Grading, Drainage and Landscaping of Rental Premises: Every premises of a rental dwelling shall be graded and maintained so as no stagnant water will accumulate or stand thereon. The premises shall be graded and drained in a manner to cause the flow of rainwater or other surface water away from the structure(s). The premises shall be continuously maintained by suitable landscaping with grass, trees, shrubs, planted ground cover or other landscaping materials. Landscaping shall be designed and maintained to

prevent erosion and control dust. This chapter shall not affect the existence of approved storm water detention systems.

E. Chimneys and Flue Piping: Every chimney and all flue piping of a rental dwelling shall be adequately supported, maintained clean and in a good state of repair.

F. Exterior Surfaces: All exterior surfaces of a rental dwelling and its accessory structures, fences, porches and similar appurtenances which are subject to decay or deterioration shall be protected from the elements and against decay, or deterioration by properly primed and painted non-lead based paint or other approved protective coating. (Guidelines for the removal of lead based paint are located in appendix B of this chapter.)

G. Exits:

1. Every means of egress from a rental dwelling shall be maintained in good condition and shall be free of obstruction at all times. Fire escapes, exit corridors, exit stairways and escape and rescue windows and any other means of egress shall be maintained in a good state of repair at all times. Exit signs, emergency lighting, early warning systems and sprinkler systems shall be maintained in good condition at all times. Required fire doors shall be maintained self-closing and self-latching as required by the Johnson County building code.

H. Screens and Storm Windows: On rental dwellings having interchangeable storm windows and screens, the owner or operator of the premises shall be responsible for providing all screens and storm windows in good repair. Screens shall be provided no later than May 1 of each year, and storm windows shall be provided no later than November 1 of each year if they were not provided at the beginning of the tenancy. All windows manufactured to be operable for ventilation shall be provided with screens of not less than sixteen (16) mesh per square inch. However, windows in areas not accessible to tenants or areas which are exclusively service areas shall be exempted from screen requirements. All single pane windows which serve habitable rooms and bathrooms shall be provided with storm windows.

I. Electrical System: The electrical system of every rental dwelling or accessory structure shall not, by reason of overloading, dilapidation, lack of insulation, improper fusing or for any other cause, expose the occupants to hazards of electrical shock or fire, and every electrical receptacle, switch and fixture shall be complete as manufactured and maintained in a good and safe working condition. Only approved extension cords and multi-plug adapters or other devices approved by the inspector shall be allowed. All electrical wiring newly installed or replaced shall be in compliance with the county electrical code.

J. Plumbing System: Every supplied plumbing fixture, water piping and waste piping of every rental dwelling shall be maintained in a good and sanitary condition. All plumbing installed or replaced shall be so designed as to prevent contamination of the water supply through backflow, back siphonage or cross connection. All plumbing newly installed or

replaced shall be in compliance with the Johnson County plumbing code. A minimum water pressure of fifteen (15) pounds shall be maintained to all open outlets at all times.

K. Gas Piping and Appliances: All gas piping of each rental dwelling shall be properly installed, properly supported and shall be maintained free of leaks, corrosion or obstruction so as to reduce gas pressure or volume. Every gas appliance shall be connected to a gas line with solid metal piping or approved listed metal appliance connector preceded by an approved listed shutoff valve. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times. All gas piping shall be in compliance with the Johnson County plumbing code.

L. Heating and Cooling Equipment: The heating equipment of each rental dwelling shall be maintained in good and safe working condition and shall be capable of heating all habitable rooms, bathrooms and toilet rooms located therein to the minimum temperature required by this code. Supplied cooling equipment shall be maintained in a good and safe working condition. However, heating and supplied cooling equipment shall not be required to be maintained in operational condition during that time of the year when said equipment is not normally used. No combustible material shall be stored within three feet (3') of a fuel burning furnace and/or fuel burning hot water heater.

M. Kitchen and Bathroom Flooring: Every toilet room, bathroom and kitchen floor surface of a rental dwelling shall be constructed and maintained so as to permit such floor to be easily kept in a clean, dry and sanitary condition.

N. Supplied Facilities:

1. Every facility, utility and piece of equipment required by this code and/or present in the rental dwelling unit and/or designated for the exclusive use of the occupants of said rental unit, at the time that either the rental agreement is signed or possession is given, shall function safely and shall be maintained in proper working condition. Maintenance of facilities, utilities and equipment not required by this code shall be the owner's responsibility unless stated to the contrary in the rental agreement.

2. No supplied facility shall be removed, shut off or disconnected from any occupied rental dwelling unit or rental rooming unit except for such temporary interruption(s) as may be necessary while actual repairs, replacements or alterations are being made.

O. Equipment Rooms: Boiler rooms, mechanical rooms and electrical panel rooms shall not be used for the storage of combustible material or equipment. A minimum three foot (3') clearance shall be maintained in front of electrical panels and disconnects.

P. Pest Extermination: Whenever infestation exists in two (2) or more rental dwelling units or rental rooming units of any rental dwelling or in the shared or public parts of any rental dwelling containing two (2) or more rental dwelling units or more than one rental rooming unit, the extermination thereof shall be the responsibility of the owner.

Q. Fire Protection:

1. All fire extinguishing devices and all early warning fire protection systems in rental dwellings shall be maintained in good working condition at all times. All fire protection equipment and early warning equipment shall be maintained in compliance with the county fire code. Buildings which are required to have an automatic fire alarm system shall have that alarm system tested annually by a qualified alarm technician to certify that the alarm system is in compliance with the current standard of NFPA 72, as amended. Rental buildings which are required to have an automatic sprinkling system shall have that system tested biennially by a qualified sprinkler system technician to certify that the system is in compliance with the current standard of NFPA chapter 25, as amended.

2. Approved numbers or addresses shall be posted for all rental dwellings or buildings containing rental or rooming units in such a position as to be plainly visible and legible from the public way fronting the property, and from the vehicle access area if vehicle access is from other than the front of the building. Said numbers and letters shall contrast with their background and shall be a minimum of four inches (4") in height. Where access to or within a multi-family rental structure or any area is unduly difficult because of secured openings or where immediate access is necessary for life saving and firefighting purposes, a key box shall be installed in an approved location. The key box shall be a type approved by the fire chief and shall contain keys and/or access code(s) necessary to gain access. If applicable, a key switch may be installed in an approved location.

R. Guardrails and Handrails: All guardrails and handrails on the premises of rental dwellings shall be maintained in a safe and sound condition at all times. Guardrails shall be provided where there is an abrupt elevation change exceeding thirty inches (30") adjacent to pedestrian areas. Guardrails and handrails which are newly installed or replaced shall comply with the Johnson County building code.

S. Sealed Passages: All pipe passages, chutes and similar openings through walls, floors or ceilings of rental dwellings shall be adequately closed or sealed to prevent the spread of fire or the passage of vermin.

T. Trees and Plant Materials: All trees and plant materials on the premises of rental dwellings shall be maintained in a manner which prevents damage or decay to a rental structure(s). Trees required by the County tree ordinance shall be maintained.

U. Clean Rental units: No owner or operator shall permit occupancy of any vacant rental dwelling unit or rental rooming unit unless it is clean, safe, sanitary and fit for human occupancy at the commencement of the rental period.

V. Exterior Area Maintenance:

1. Every owner or operator of a rental property shall be responsible for maintaining the exterior areas in a safe condition. Tenants shall be responsible for notifying the owner or operator if any unsafe conditions are observed by the tenant in an exterior area.

2. Every fence shall be maintained in a good state of repair and shall comply with any applicable Johnson County zoning ordinance except that Iowa Code chapter 359A shall preempt and govern where applicable.

W. Solid Waste Facilities: Every owner of a rental dwelling or rental structure shall supply adequate facilities for the disposal of solid waste which are approved by the inspector and/or are in compliance with the County solid waste ordinance.

X. Occupancy Requirements:

1. A rental dwelling unit shall not be occupied by a number of persons greater than allowed by any applicable Johnson County zoning ordinance.

2. No room shall be used as a habitable room that does not satisfy the definition of "habitable room" set forth in section 8:6.3.

Y. Cooking in Rental rooming Units: No owner or operator shall knowingly allow the use of cooking equipment within any rental rooming unit.

8:6.14: RESPONSIBILITIES OF OCCUPANTS RELATING TO THE MAINTENANCE AND OCCUPANCY OF RENTAL PREMISES:

A. Controlled Area:

1. Every occupant of a rental dwelling unit or rental rooming unit shall keep in a clean, safe and sanitary condition that part of the rental dwelling unit, rental rooming unit or premises thereof which the occupant occupies and controls.

2. Every floor and floor covering shall be kept reasonably clean and sanitary.

3. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.

4. No rental dwelling or the premises thereof shall be used for the storage or handling of solid waste except that the premises of a rental dwelling located on a farm may be used for the storage and handling of solid waste as allowed by state law.

5. No rental dwelling or the premises thereof shall be used for the storage or handling of dangerous or hazardous materials. This provision shall not apply to the storage or handling of dangerous or hazardous materials within structures and facilities other than the rental dwelling, which are located on the premises of the rental dwelling located on a farm, as long as such handling and storage in compliance with applicable state laws.

B. Plumbing Fixtures: The occupants of a rental dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use and proper operation thereof.

C. Extermination Of Pests: Every occupant of a single-family rental dwelling shall be responsible for the extermination of any insects, rodents or other pests therein or on the rental premises; every occupant of a rental dwelling containing more than one rental dwelling unit or rental rooming unit shall be responsible for such extermination within the unit occupied whenever said rental unit is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a rental dwelling in a reasonably rodent proof or reasonably insect proof condition, extermination shall be the responsibility of the owner.

D. Storage and Disposal of Solid Waste: Every occupant of a rental dwelling shall dispose of solid waste and any other organic waste in a clean and sanitary manner by placing it in the supplied disposal facilities or storage containers required by this rental code.

E. Use and Operation of Supplied Heating Facilities: Every occupant of a rental dwelling unit or rental rooming unit shall be responsible for the exercise of reasonable care, proper use and proper operation of supplied heating facilities. No combustible material shall be stored within three feet (3') of a fuel burning furnace and/or fuel burning water heater.

F. Electrical Wiring: No temporary wiring shall be used. Approved extension cords may be used but shall not lie beneath floor coverings or extend through doorways, transoms or similar apertures and structural elements or attached thereto. The occupant shall not overload the circuitry of the rental dwelling unit or rental rooming unit.

G. Supplied Facilities: Every occupant of a rental dwelling unit shall keep all supplied fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use and proper operation thereof.

H. Cooking or Eating in Rental rooming Units: No occupant of a rental rooming unit shall prepare or eat meals or store cooking utensils in the rental rooming unit unless an approved kitchen or dining room is contained within the rental rooming unit. The cooking and eating of meals may take place in rental dwellings containing a rental rooming unit or rental units if the provisions of subsections 8:6.12C and D of this chapter are complied with.

I. Occupancy Control: A rental dwelling unit shall not be occupied by a number of persons greater than allowed by any applicable Johnson County zoning ordinance.

J. Fire Protection Equipment: All fire extinguishers and early warning fire protection systems shall be maintained in good working condition at all times. Fire extinguishers shall be mounted and meet the requirements of the county fire code.

8:6:15 NOTICE

A. Notice to Person Responsible: Whenever the inspector determines that there has been a violation of the rental housing code, notice shall be given in the manner prescribed below to the person responsible for the violation as specified in this code. Such notice shall not be required if the conditions meet the requirements for an Emergency Order as defined in Section 8:6.8.

B. Form of Notice: The notice of violation shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.

3. Include a statement of the violation or violations and why the notice is being issued.

4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the rental dwelling, rental dwelling unit, rental rooming unit or premises thereof into compliance with the provisions of this code.

5. Provide a description of the penalties associated with a county infraction.

6. Inform the property owner of the right to appeal to the Board of Appeal.

C. Method of service: Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;

2. Sent by certified or first-class mail addressed to the last known address; or

3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

8:6.16: PENALTIES FOR VIOLATION: Any person who violates a provision of this rental housing code and fails to comply with a correction order may be cited with a county infraction pursuant to Iowa Code Section 331.307. The potential penalties for a county infraction include the imposition of a civil fine of not more than \$750.00 for each offense and not more than \$1000 for if the infraction is a repeat offense. Each day that a violation continues after due notice has been served may be deemed a separate offense.

Appendix:

APPENDIX A

ATTIC FIRE ESCAPE FOR RENTAL DWELLINGS

Balconies.

Material. All balconies for ladder fire escapes installed must be of wrought iron or mild steel, not less than 28 inches deep and 6 feet long.

Frame. The balcony frame shall be made continuous of not less than 1 1/4 x 1 1/4 x 1/4-inch angle iron securely riveted or welded together, with crossbars every 2 feet, said bars to be punched 1/2-inch square every 11/4 inches center to center, and 1/2-inch square iron with corners upward forced through the same, leaving a manhole of not less than 24 x 24 inches located to clear side of exit to balcony by at least 6 inches. The crossbars to be securely riveted, welded or bolted to the angle iron frame. Said crossbars must be not less than 1 3/4 x 3/3-inch iron. Balconies over 30 inches wide must have at least one 1 1/4 x 1/4-inch T-iron lengthwise through the balcony.

Posts. Said balconies shall have a 1 1/4 x 1 1/4 x 1/4-inch angle iron post every 3 feet, bolted to the balcony.

Rails. Balconies to be equipped with 3 rails of angle iron or pipe. Angle iron to be $1\frac{3}{4} \times 1\frac{3}{4} \times \frac{1}{4}$ -inch. Pipe rail to be $\frac{3}{4}$ -inch inside diameter pipe. Top rail to be not less than 3 feet and bottom rail not more than 8 inches above balcony with intermediate rail space equally between the two. All railing to be continuous, except the space occupied by ladder, where railings shall be securely bolted to sides of ladder.

Rails shall enter the wall at each end at least 4 inches and top rail to be securely braced to balcony with $1\frac{1}{2} \times \frac{1}{4}$ -inch bar.

Brackets for balconies of ladder escapes.

Material. There shall be not less than 3, 1-inch square or 1-inch diameter round mild steel brackets to every 6-foot balcony, brackets to be spaced not to exceed 3 feet apart.

Fastenings. Top bar of said bracket must pass through the wall of the building and be bolted on the inside with a nut and $4 \times 4 \times \frac{3}{8}$ -inch plate iron washer back of nut. Where walls are of frame construction or veneered, said brackets must be secured by a $4 \times \frac{3}{8}$ -inch plate, or 2, $2 \times \frac{5}{16}$ -inch iron bars securely spiked to each studding on inside of wall and running the full length of balcony.

Angle. The angle of brackets to be about 45 degrees and not less than 30 degrees and pass into the wall at least 4 inches at bottom.

Ladders.

Material. Rungs of ladders to be $\frac{1}{2}$ -inch square iron, with the corners upward. Every rung to be welded and to be 14-inch centers. All ladders must be 18 inches between side guards, which shall be not less than $2 \times \frac{5}{16}$ -inch iron.

Location. All such ladders, when installed on buildings, to be placed to the side of the windows, opposite the wall or pier, securely fastened with hook bolts, on the inside of each side bar, to the balconies and not less than 24 inches away from the wall, and to start $6\frac{1}{2}$ feet from the ground.

General requirements.

Use of other materials. Materials of the following types and meeting the following specifications may be used.

Balconies may be constructed of serrated or antiskid open type steel grating. The material from which the sections are made shall not be less than 12-gauge thickness.

Openings in the surface shall not be more than $\frac{7}{8}$ -inch wide and $1\frac{1}{2}$ inches long or less than $\frac{1}{2}$ -inch wide and $1\frac{1}{2}$ inches long. All sections shall be capable of supporting a uniform superimposed load of 100 pounds per square foot without causing a deflection in excess of $\frac{1}{240}$ of the span.

Bolts. All bolts used in general construction shall be not less than 1/2-inch diameter.

Material. The use of secondhand material will not be permitted and will be condemned if found in fire escape construction.

Fittings. No cast iron fittings shall be used.

Holes in masonry. All holes in masonry must be filled with Portland cement mortar.

Painting. All work must be painted with not less than 2 coats of paint, one of iron oxide and linseed oil in shop, and one of graphite and linseed oil after installation. The field coat shall be different color than shop coat.

Factor of safety. Balconies and stairways shall be capable of sustaining a live load of 100 pounds to the square foot. Fire escapes shall have a factor of safety of not less than 4.

Maintenance and painting. All outside fire escapes shall be scraped and painted as often as necessary to maintain them in proper condition at all times.

All outside fire escapes shall be kept clear of obstructions.

All outside fire escapes shall be promptly cleaned after snow or ice has accumulated thereon.

No obstructions, such as telephone or lighting wires, shall be permitted on or near outside fire escapes. Electric light or power wires shall not be directly over or within 3 feet of outside fire escapes or balconies unless such wires are enclosed in rigid conduit.

APPENDIX B

GUIDELINES FOR ELIMINATING LEAD BASED PAINT HAZARDS

These guidelines are derived from documents published by the Iowa department of public health childhood lead poisoning prevention program entitled "eliminating lead based paint hazards".

1. Remove lead based paint carefully! You should never dry scrape or dry sand lead based paint on the inside or outside of your home. Always mist surfaces with water before scraping or sanding them. Use a tarp or piece of plastic to catch paint chips when you are working on the outside of your house. This will keep paint chips from falling on the soil. If you are working outside, close windows to prevent lead dust from entering the home.

2. Do not sandblast or waterblast lead based paint on the outside of your home. You do not want the paint chips to end up all over your yard or the neighbor's yard. Sandblasting and waterblasting is safe only if you have a special machine that will catch the paint chips.

3. Remove furniture, drapes, and if possible, carpet from the room you will work in before starting work. Cover the floor and furniture that cannot be removed from the room with a sheet of six (6) mil plastic. Seal each room from the rest of the house with plastic while working in it. Be careful not to track dust and paint chips into other areas of the home.

4. Wear a negative pressure, half mask respirator with a magenta (purple) HEPA filtration canister. You can buy these respirators at auto parts stores (used for brake and clutch work). The respirator will say "HEPA Filters - Asbestos Approved". Be sure to read the instructions for positive and negative face fit tests and for cleaning the respirator. If the respirator does not fit properly, it will not protect you. It will also not protect you if it is dirty. These masks do not protect against organic vapors from heat guns or paint strippers. So, use heat guns and paint strippers only where there is good ventilation. This will help disperse any organic vapors from the strippers or from heating the paint.

5. Replace the filters on the respirator if they are damaged. You should also replace them if it gets hard to breathe. This means that the filters are plugging. Wash the face piece (without the filters) with mild soap. Store the respirator in a bag outside of the work area.

6. If you have asthma, emphysema, or heart problems, do not try to wear a respirator. Take off the respirator immediately if you feel short of breath. If you have a perforated eardrum that has not been repaired, this respirator will not protect you from inhaling lead dust.

7. If you will be using a heat gun, make sure it is a low temperature heat gun that operates below one thousand one hundred degrees Fahrenheit (1,100°F).

8. Do not eat, drink, or smoke until you have left the work area and thoroughly washed your hands and face. Take a shower, wash your hair, and change clothes before coming in contact with others.

9. Keep pregnant women and children out of the room if you are working on a small project. A small project would be working on only a few surfaces in one room at a time. For larger projects, keep pregnant women and children out of the home until you complete the job.

10. After you complete the job, wash all surfaces thoroughly with any household detergent. Vacuum with a HEPA vacuum or a regular vacuum with microfilter bags. Shampoo carpets using a machine that pumps liquid into the carpet and pulls it back out.

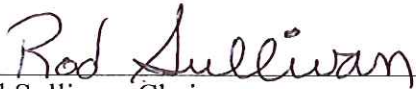
11. Place paint chips, dust, and pieces of wood in a plastic bag at the end of each day. Put this with your garbage that will go to the landfill.

After you complete work to eliminate lead based paint hazards, you must maintain the remaining lead based paint in good condition. You should also frequently clean the house. Wash floors, window sills, areas between the windows, and other places where dust and dirt accumulate at least once a week. Check the condition of lead based paint frequently. You need to repair paint when it begins to deteriorate.

Section II. Repealer. All other ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section III. Savings Clause. If any section, provision, or part of this ordinance shall be adjudged invalid, illegal, 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, illegal or unconstitutional.

Section IV. Effective Date. This ordinance shall be in effect after its final passage and publication as part of the proceeding of the Board of Supervisors.



Rod Sullivan, Chairperson
Johnson County Board of Supervisors



Attest: Tom Slockett, Auditor
Johnson County, Iowa

