

Title 8 – Building Regulations
Chapter 5 – Housing Code

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8-5-1 Title Scope and Enforcement.

- A. Title. These regulations shall be known as the "Muscatine Housing Code", hereinafter referred to as "The Housing Code".
- B. Compliance with State Code. The City of Muscatine, in compliance with the requirements of House File No. 2536 (68th G.A. 1979), hereby adopts the "Housing Quality Standards" promulgated by the United States Department of Housing and Urban Development (24 C.F.R. 882.109 (a)-(1)), the latest version being dated April 1, 1993, as the adopted model Housing Code for the City of Muscatine, Iowa. These "Housing Quality Standards" are set forth for reference purposes in Section 8-5-2 and contained herein. The City of Muscatine, Iowa, has integrated the "Housing Quality Standards" contained in Section 8-5-2 of the Housing Code which provisions, to be enforced by the City of Muscatine, are as stringent as, or more stringent than, those in the model Housing Code as adopted.
- C. Purpose. The purpose of the Housing Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the use, occupancy, and maintenance of all residential buildings and related structures within the City of Muscatine, Iowa.
- D. Scope. The provisions of this Housing Code shall apply to all buildings or portions thereof which are used or intended to be used for human occupancy. Additionally, all accessory buildings or structures are hereby subject to all applicable sections regarding health, safety, and maintenance thereof.
- E. Enforcement.
 - 1. Authority. The Building Official, or his or her designated representative, is hereby authorized and directed to enforce all of the provisions of this code. For such purposes, he or she shall have the powers of a law enforcement officer.
 - 2. Right of Entry. Whenever necessary to make an inspection to enforce any of the provisions of this Code, or whenever the Building Official, or his or her authorized representative, has reasonable cause to believe that there exists in any building or upon any premises any condition or Code violation which

makes such building or premises unsafe, dangerous, or hazardous, the Building Official, or his or her authorized representative, may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by this Code, provided that if such building or premises be occupied, he or she shall first present proper credentials and request entry; and if such building or premises be unoccupied, he or she shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the Building Official, or his or her authorized representative, shall have recourse to every remedy provided by law to secure entry.

When the Building Official, or his or her authorized representative, shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care, or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official, or his or her authorized representative, for the purpose of inspection and examination pursuant to this Code.

8-5-2 Housing Quality Standards. Housing used in this program shall meet the performance requirements set forth in this chapter. In addition, the housing shall meet the acceptability criteria set forth in this chapter, except for such variations as are proposed by the MHA and approved by HUD. Local climatic or geological conditions or codes are examples which may justify such variations.

A. Sanitary Facilities.

1. Performance Requirement. The dwelling unit shall include its own sanitary facilities which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
2. Acceptability Criteria. A flush toilet, in a separate private room, and a fixed basin with hot and cold running water, and shower or tub with hot and cold running water shall be present in the dwelling unit, all in proper operating condition. These facilities shall utilize an approved public or private disposal system.

B. Food Preparation and Refuse Disposal.

1. Performance Requirement. The dwelling unit shall contain suitable space and equipment to store, prepare, and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g. garbage cans).
2. Acceptability Criteria. The unit shall contain the following equipment in proper operating condition: cooking stove or range and a refrigerator of appropriate size for the unit, supplied by either the Owner or the Family, and a kitchen sink with hot and cold running water. The sink shall drain, into an approved public or private system. Adequate space for the storage, preparation, and serving of food shall be provided.

C. Space and Security.

1. Performance Requirement. The dwelling unit shall afford the family adequate space and security.
2. Acceptability Criteria. The dwelling unit shall contain a living room, kitchen area, and bathroom. The dwelling unit shall contain at least one bedroom or living/sleeping room of appropriate size for each two persons. Persons of

opposite sex, other than husband and wife or very young children, shall not be required to occupy the same bedroom or living/sleeping room. Exterior doors and windows accessible from outside the unit shall be lockable.

D. Thermal Environment.

1. Performance Requirement. The dwelling unit shall have and be capable of maintaining a thermal environment healthy for the human body.
2. Acceptability Criteria. The dwelling unit shall contain safe heating and/or cooling facilities which are in proper operating condition and can provide adequate heat and/or cooling to each room in the dwelling unit appropriate for the climate to assure a healthy living environment. Unvented room heaters which burn gas, oil, or kerosene are unacceptable.

E. Illumination and Electricity

1. Performance Requirement. Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances while assuring safety from fire.
2. Acceptability Criteria. Living and sleeping rooms shall include at least one window. A ceiling or wall type light fixture shall be present and working in the bathroom and kitchen area. At least two electric outlets, one of which may be an overhead light, shall be present and operable in the living area, kitchen area, and each bedroom area.

F. Structure and Materials.

1. Performance Requirement. The dwelling unit shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment.
2. Acceptability Criteria. Ceilings, walls, and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts, or other serious damage. The roof structure shall be firm and the roof shall be weather tight. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks, holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc. shall be such as not to present a danger of tripping or falling. Elevators shall be maintained in safe and operating condition.

G. Interior Air Quality.

1. Performance Requirement. The dwelling unit shall be free of pollutants in the air at levels which threaten the health of the occupants.
2. Acceptability Criteria. The dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful air pollutants. Air circulation shall be adequate throughout the unit. Bathroom areas shall have at least one openable window or other adequate exhaust ventilation.

H. Water Supply.

1. Performance Requirement. The water supply shall be free from contamination.
2. Acceptability Criteria. The unit shall be served by an approved public or private sanitary water supply.

I. Lead Based Paint.

1. Purpose and Applicability. The purpose of this paragraph is to implement the provisions of Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning with respect to existing housing

units for which Requests For Lease Approval are made under this part. This paragraph is promulgated under the authorization granted in 24 CFR 35.24(b)(4) and supercedes, with respect to all housing to which it applies, the requirements prescribed by subpart C of 24 CFR part 35. The requirements of (I)(4) of this section are applicable to units for which initial inspection under 882.209(h)(1) or periodic inspection under 882.211(b) is made on or after May 1, 1987. The requirements of this paragraph do not apply to 0- bedroom units. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a Housing Assistance Payments Contract under this subpart.

2. Definitions-Applicable Surfaces. All intact and nonintact interior and exterior painted surfaces of a residential structure.

Chewable Surface. All chewable protruding painted surfaces up to five feet from the floor or ground, which are readily accessible to children under seven years of age, e.g., protruding corners, windowsills and frames, doors and frames, and other protruding woodworks.

Defective Paint Surface. Paint on applicable surfaces that are cracking, scaling, chipping, peeling or loose.

Elevated Blood Lead Level or EBL. Excessive absorption of lead, that is, a confirmed concentration of lead in whole blood of 25 ug/dl (micrograms of lead per deciliter of whole blood) or greater

Lead-Based Paint. A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm.

3. Defective Paint. In the case of a unit, for a Family which includes a child under the age of seven years, which was constructed prior to 1978, the initial inspection under 882.209(h)(1), and each periodic inspection under 882.211(b), shall include an inspection for defective paint surfaces. If defective paint surfaces are found, treatment as required by 24 CFR 35.24(b)(2)(ii) shall be required in accordance with 882.211(b)-(c), as appropriate. Correction of defective paint conditions discovered at periodic inspection shall be completed within thirty (30) days of PHA notification to the Owner. When weather conditions prevent completion of repainting of exterior surfaces within the thirty (30) day period, repainting may be delayed, but covering or removal of the defective paint must be completed within the prescribed period.
4. Chewable Surfaces. In the case of a unit constructed prior to 1978, for a Family which includes a child under the age of seven years with an identified EBL condition. The initial inspection under 882.209(h)(1), or a periodic inspection under 882.211(b), shall include a test for lead-based paint on chewable surfaces. Testing shall be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency or an organization recognized by HUD. Lead content shall be tested by using an X-ray fluorescence analyzer (XRF) or other method approved by HUD. Test readings of 1 mg/cm or higher using the XRF shall be considered positive for presence of lead-based paint. Where lead-based paint on chewable surfaces is identified, covering or removal of the paint surface in accordance with 882.209(h) or 882.211(b) and (c), as appropriate, and correction shall be completed within the time limits set forth in paragraph (I)(3) of this section.

5. Abatement Without Testing. In lieu of the procedures set out in item (4) above, the PHA at its discretion, may forego testing and require the Owner to abate all interior and exterior chewable surfaces in accordance with the method set out in 25 CFR 35.24(b)(2)(ii).
 6. Tenant Protection. The Owner shall take appropriate action to protect tenants from hazards associated with abatement procedures.
 7. Records. The PHA shall keep a copy of each inspection report for at least three years. If a unit requires testing or if the unit requires treatment of chewable surfaces based on testing, the PHA shall keep indefinitely the test results, and if applicable, the Owner certification of treatment. The records shall indicate which chewable surfaces in units have been tested and which chewable surfaces in units have been treated. If records establish that certain chewable surfaces were tested and treated in accordance with the standards prescribed in this section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- J. Access.
1. Performance Requirement. The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties, and the building shall provide an alternate means of egress in case of fire.
 2. Acceptability Criteria. The dwelling unit shall be usable and capable of being maintained without unauthorized use of other private properties. The building shall provide an alternate means of egress in case of fire (such as fire stairs or egress through windows).
- K. Site and Neighborhood.
1. Performance Requirement. The site and neighborhood shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the occupants.
 2. Acceptability Criteria. The site and neighborhood shall not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards, mudslides, abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.
- L. Sanitary Conditions.
1. Performance Requirement. The unit and its equipment shall be in sanitary condition.
 2. Acceptability Criteria. The units and its equipment shall be free of vermin and rodent infestation.
- M. Congregate Housing-Performance Requirement. The foregoing standards shall apply except for paragraph (B) of this section and the requirement in paragraph (C)(2) of this section for a kitchen area. In addition, the following standards shall apply:
1. The unit shall contain a refrigerator of appropriate size.
 2. The sanitary facilities described in paragraph (A) of this section shall be contained within the unit.
 3. The central dining facility and central kitchen shall be located within the building or housing complex and be accessible to the occupants of the congregate units, and shall contain suitable space and equipment to store, prepare and serve food in a sanitary manner by a food service or persons other than the occupants and shall be for the primary purpose of the occupants of the congregate units and be of sufficient size to accommodate the occupants. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g. garbage cans).

- N. Independent Group Residence-Performance Requirement. The foregoing standards shall apply except for paragraphs (A), (B), (C), (F), (K), and (M), of this section. In addition, the following standards shall apply:
1. The unit shall contain and have ready access to a flush toilet which can be used in privacy, a fixed basin with hot and cold running water, and a shower and/or tub equipped with hot and cold running water all in proper operating condition and adequate for personal cleanliness and disposal of human' waste. These facilities shall utilize an approved public or private disposal system, and they shall be sufficient in number so they need not be shared by more than four occupants. Those units accommodating physically handicapped occupants with wheelchairs or other special equipment shall provide access to all sanitary facilities, and shall provide as appropriate to the needs of the occupants, basins and toilets of appropriate height; grab bars to toilets, showers and/or bathtubs; shower seats; and adequate space for movement.
 2. The unit shall contain suitable space to store, prepare and serve foods in a sanitary manner. A cooking stove or range, a refrigerator(s) of appropriate size and in sufficient quantity for the number of occupants, and a kitchen sink with hot and cold running water shall be present and in proper operating condition. The sink shall drain into an approved private or public system. Adequate space for the storage, preparation and serving of food shall be provided. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g. garbage cans).
 3. The dwelling shall afford the Family adequate space and security. A living room, kitchen, dining area, bathroom, and other appropriate social, recreational or community space shall be within the unit, and the unit shall contain at least one bedroom of appropriate size for each two persons. Exterior doors and windows accessible from outside each unit shall be capable of being locked. An emergency exit plan shall be developed and occupants shall be apprised of the details of the plan. All emergency and safety features and procedures shall meet applicable State and local standards.
 4. The unit shall be structurally sound so as not to pose any threat to the health and safety of the occupants from the environment. Ceilings, walls, and floors shall not have any serious defects, such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts, or other serious damage. The roof structure shall be firm and the roof shall be weather-tight. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping or falling. Elevators shall be maintained in safe and operating condition. Units accommodating physically handicapped occupants with wheelchairs and other special equipment shall not contain architectural barriers which impede access or use, and handrails and ramps shall be provided as appropriate.
 5. The site and neighborhood shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the occupants, and shall not be subject to serious adverse environmental conditions, natural, or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank backups, sewage hazards or mudslides; abnormal air pollution, smoke or dust; excessive noise, vibrations or vehicular

traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards. The unit shall be located in a residential setting and be similar in size and appearance to housing generally found in the neighborhood, and be within walking distance or accessible via public or available private transportation to medical and other appropriate commercial and community service facilities.

6. Supportive Services.

- i. A planned program of adequate supportive services appropriate to the needs of the occupants shall be provided on a continual basis by a qualified Residents Assistant(s) residing in the unit, or other qualified person(s) not residing in the unit, who will provide such services on a continual, planned basis. Supportive services which are provided within the unit may include the following types of services: Counseling; social services which promote physical activity; intellectual stimulation and/or social motivation; training or assistance with activities of daily living including housekeeping, dressing, personal hygiene and/or grooming; provision of basic first aid skills in case of emergencies; supervision of self-administration of medications, diet and nutrition; and assurance that occupants obtain incidental medical care, as needed, by facilitating the making of appointments at, and transportation to medical facilities. Supportive services provided within the unit shall not include the provision of continual nursing, medical or psychiatric care.
- ii. The provisions and quality of the planned program of supportive services, including the minimal qualifications, quantity and working hours of the Resident Assistant(s) living in the unit or other person(s) providing continual supportive services, shall be initially determined by the Service Agency in accordance with the standards established by the State. Compliance with these standards by the Service Agency shall be regularly monitored throughout the term of the Contract by the PHA and the State (e.g. Department of Human Resources, Mental Retardation, Social Services, etc.) or a local authority (other than the Service Agency providing services) designated by the State to establish, maintain and enforce such standards.
- iii. A written Service Agreement, approved by the State and in effect between the Owner and the Service Agency and/or the entities which provide the necessary supportive service, shall be submitted to the PHA with the request for Lease Approval. The Lease between the eligible individual and the Owner shall set forth the Owner's obligation for and means of providing these services. If the lessor provides the supportive services, a Service Agreement is not required and the provision of these services shall be incorporated into the Lease and shall be incorporated into the Lease and shall be approved by the State. (See 882.209(j)(2).)

7. State Approval. Independent Group Residences shall be licensed, certified, or otherwise approved in writing by the State (e.g. Department of Human Resources, Mental Health, Retardation, Social Services, etc.) prior to the execution of the original Contract. This approval shall be re-examined periodically based on a schedule established by the State. To assure that facilities and the supportive services are appropriate to the needs of the occupants, the State shall also approve the written Service Agreement (or Leases, if the services is the lessor) for each Independent Group Residence.

O. Manufactured Home.

1. Performance Requirement. A manufactured home unit, whether owner or renter occupied, shall comply with the foregoing standards except for paragraph (M) of this section, Congregate Housing, and paragraph (N) of this section, Independent Group Residences. In addition, a manufactured home unit shall:
 - a. Meet the definition of a manufactured home set forth in 882.102.
 - b. Be equipped with at least one smoke detector in working condition, and
 - c. Must be placed on the site in a suitable manner and be free from hazards such as sliding and wind damage.
 2. Acceptability Criteria. A manufactured home must be securely anchored by a tie-down device which distributes and transforms the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.
- P. Single Room Occupancy (SRO) Unit-Performance Requirements.
1. The foregoing standards shall apply except for paragraphs (A), (E), (C), (M), (N), and (O).
 2. Each SRO unit shall be occupied by no more than one person.
 3. Exterior doors and windows accessible from outside the SRO unit must be able to be locked.
 4. Sanitary facilities, space and security shall meet local code standards for single room occupancy housing. In the absence of applicable local code standards, the requirements for habitable rooms used for living and sleeping purposes contained in the American Public Health Association's recommended Housing Maintenance and Occupancy Ordinance shall be used.
- Q. Shared Housing.
1. Applicability of Housing Quality Standards to Entire Unit. The entire unit must comply with the Performance Requirements and Acceptability Criteria, as provided in paragraphs (A) and (B) of this section and in paragraphs (D) through (L) of this section.
 2. Facilities Available for Family. The facilities available for the use of each assisted Family in Shared Housing under the Family's Lease must include (whether in the Family's Private Space or in the Common Space) a living room, sanitary facilities in accordance with paragraph (A), and food preparation and refuse disposal facilities in accordance with paragraph (B).
 3. Space and Security
 - i. Inapplicability of Paragraph (C). Paragraph (C) of this section does not apply to Shared Housing.
 - ii. Performance Requirement. The entire unit must provide adequate space and security for all its occupants (whether assisted or unassisted). The total number of occupants in the unit may not exceed twelve (12) persons. Each unit must contain Private Space containing at least one bedroom for each assisted Family, plus Common Space for shared use by the occupants of the unit. The Private Space for each assisted Family must contain at least one bedroom for each two persons in the Family. (The two preceding sentences do not apply to the case of two individuals sharing a one-bedroom unit. However, in that situation, no other person may occupy the unit.) Common Space must be appropriate for shared use by the occupants. If any of the members of the Family are physically handicapped (as of the time of Lease approval), the unit's Common Space and the Family's Private Space must be accessible and usable by them.

- iii. Acceptability Criteria. The unit must contain a living room, a kitchen, bathroom(s), and bedroom(s). Persons of opposite sex, other than husband and wife or very young children, may not be required to occupy the same bedroom. Exterior doors and windows accessible from outside the unit must be lockable.

R. Smoke Detectors.

1. Performance Requirement. After October 30, 1992, each dwelling unit must include at least one battery operated or hard-wired smoke detector, in proper working condition on each level of the unit. If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system, designed for hearing-impaired persons, in each bedroom occupied by a hearing-impaired person.
2. Acceptability Criteria. The smoke detector must be located, to the extent practicable, in a hallway adjacent to a bedroom, unless the unit is occupied by a hearing-impaired person, in case each bedroom occupied by a hearing-impaired person must have an alarm system connected to the smoke detector located in the hallway.

8-5-3 Definitions. For the purpose of this Housing Code, certain terms, phrases, words, and their derivatives shall be construed as specified in this chapter. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. Merriam Webster's Collegiate Dictionary, Tenth Edition, copyright 1994, shall be considered as providing ordinary accepted meanings. Words in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine. Whenever the words "dwelling", "dwelling unit", "rooming house", or "premises" are used in this Housing Code, they shall be construed as though they were followed by the words "or any part thereof".

- A. "Acceptable" or "approved" shall mean in substantial compliance with the provisions of the Housing Code, or the intent of the Code as approved by the Building Official or his/her designated representative.
- B. "Accessory structure" shall mean a structure which is not used, nor intended to be used, for living or sleeping by human occupants.
- C. "Appurtenance" shall mean that which is directly or indirectly connected or an accessory to some other structure.
- D. "Basement" shall mean a story having at least 1/2 of its height below grade.
- E. "Bath" shall mean a bathtub or shower stall connected with both hot and cold water lines.
- F. "Cellar" shall mean a space having its principal height below the first or main floor which is used, or intended to be used, for storage, location for heating equipment, etc., and shall not be considered habitable space.
- G. "Certificate of Structural Compliance" shall mean a document showing that the structure for which it is issued was in compliance with the City of Muscatine Housing Code at the time of issuance.
- H. "Communal" shall mean 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.
- I. "Condominium" shall mean a dwelling unit which is in compliance with the requirements of 499B of the Code of Iowa, as amended.
- J. "Cooperative" shall mean a dwelling unit which is in compliance with the requirements of 499A of the Code of Iowa, as amended.

- K. "Court" shall mean an open unoccupied space which is more than 50% enclosed by buildings.
- L. "Dining room" shall mean a habitable room used, or intended to be used, for the purpose of eating, but not for cooking or the preparation of meals.
- M. "Dwelling" shall mean 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.
- N. "Dwelling unit" shall mean 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.
- O. "Extermination" shall mean 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 recognized and legal pest elimination methods approved by the Inspector.
- P. "Filth" shall mean excrement, either animal or human, or any material connected therewith.
- Q. "Garbage" shall mean 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, rubber, leather, tree branches, yard trimmings, and other combustible materials.
- R. "Habitable room" shall mean a room, or enclosed space, having a minimum of seventy (70) square feet of total floor area within a dwelling unit or rooming unit used, or intended to be used, for living, sleeping, cooking, or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, corridors, closets, storage spaces, and stairways.
- S. "Infestation" shall mean the presence, within or around a dwelling, of any insects, rodents, or other pests in such quantities as would be considered unsanitary.
- T. "Inspector" shall mean the official or officials of the City of Muscatine delegated the responsibility to administer the provisions of the Housing Code, together with his or her duly authorized representative(s) and/or agent(s).
- U. "Kitchen" shall mean a habitable room used, or intended to be used, for cooking or the preparation of meals.
- V. "Kitchenette" shall mean a food preparation area of not less than forty (40) square feet.
- W. "Lavatory" shall mean a hand washing basin which is connected to both hot and cold water lines and which is separate and distinct from a kitchen sink.
- X. "Multiple dwelling" shall mean any dwelling containing three (3) or more dwelling units.
- Y. "Nuisance" shall mean any item or items as defined in Title 9, Chapter 4, of the City Code for Muscatine, Iowa.
- Z. "Occupant" shall mean any person, including the owner or operator, living in, sleeping in, and/or cooking in, or having actual physical possession of a dwelling unit or a rooming unit.
- AA. "Operator" shall mean 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 and who has custody and control of the premises.
- BB. "Owner" shall mean any person who has control of any dwelling, 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. An owner who has sold the premises on a legally recorded contract but retains legal title shall not be deemed an owner hereunder.

- CC. "Person" shall mean any individual, firm, corporation, association, partnership, trust, or estate.
- DD. "Plumbing" shall mean and include any or all of the following supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, toilets, sinks, lavatories, bathtubs, showers, water heating devices, catch basins, drains, vents, and other similar supplied fixtures, together with all connections to water, sewer, or gas services.
- EE. "Premises" shall mean a lot, plot, or parcel of land including all building(s) thereon.
- FF. "Refuse" shall mean waste materials (except human waste) including garbage, rubbish, ashes, and dead animals.
- GG. "Roomer." shall mean 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.
- HH. "Rooming unit" shall mean 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 and contain no cooking equipment except that a properly connected and safely operated microwave shall be permitted. A rooming unit shall have a bath and toilet facilities available for exclusive use by the occupant(s) or for communal use in accordance with Sections 8-5-7(D)1 and 8-5-7(D)2.
- II. "Rubbish" shall mean inorganic waste material consisting of primarily noncombustible materials.
- JJ. "Supplied" shall mean paid for, furnished by, provided by, or under the control of the owner or operator.

8-5-4 Permits and Inspection.

- A. General. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure regulated by this Code without first obtaining a separate permit for each building or structure from the Building Official in the manner and according to the City Code for Muscatine, Iowa.
- B. Fees. Whenever a building permit is required by Section 85-4(A) of this Code, the appropriate fees shall be paid to the Building Official at the rate(s) established by the City Council.
- C. Inspection. All buildings or structures within the scope of this Code and all construction or work for which a permit is required shall be subject to inspection by the Building Official in accordance with and in the manner provided by the City Code for the City of Muscatine.

8-5-5 Certification.

- A. General. The City of Muscatine shall cause all properly registered rental property to be inspected for compliance under this Code every three (3) years in the case of unit(s) more than five (5) years old. The City shall also certify that all properly inspected rental housing comply with the provisions of this Code or the City shall initiate action to begin necessary repairs or demolition proceedings as specified in this Code.
- B. Fees. Upon receipt of Notice of Violation in the case of noncompliance or the appropriate Certificate of Structural Compliance if the inspected unit(s) comply with the provisions of this Chapter. The owner or operator shall forward the related inspection fee(s) to the City of Muscatine Fire Department no later than thirty (30)

days from the date the notice or certificate is issued. An itemized bill of inspection fees shall be included. Said fees shall be adopted by resolution by the City Council of Muscatine. Failure to pay all fees within the prescribed period may result in additional late payment charges as may be approved and set by the City Council.

- C. Certificate of Structural Compliance. The certificate of structural compliance shall be a document which, when issued, shall indicate that the affected structure meets the minimum requirements contained in this Code. The certificate shall be transferable at the time of a change in ownership and shall remain a part of the City of Muscatine property file. The certificate shall be interpreted as granting the owner or operator the right to let the structure for residential occupancy. The certificate of structural compliance shall state the date of issuance, type of structure for which the certificate is being issued, and the address of the structure to which it is applicable. The certificate may include only those units within a dwelling meeting certification requirements.
- D. Issuance of Certification of Structural Compliance. When the provisions of this Code have been complied with by the owner or operator, the Inspector shall issue a Certificate of Structural Compliance. Said certificate shall be made in duplicate with the owner or operator receiving one copy and the other copy shall be retained by the Inspector for inclusion in the City of Muscatine property files. A certificate for any unit which is more than thirty (30) days past expiration in which access for inspection has not been granted on at least two (2) separate occasions may be found to be in violation of this Code and may be immediately posted for "NO OCCUPANCY", vacated (if occupied) or remain vacant (if unoccupied), until such time as the required inspection(s) have been scheduled, the inspection(s) conducted, the unit found to be in compliance with this Code, and a Certificate of Structural Compliance issued together with the payment of all appropriate fees as established elsewhere in this code.

8-5-6 Minimum Structural Standards for All Dwellings.

- A. Kitchens. Every dwelling unit shall have a kitchen 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.
- B. Sanitation. Every kitchen sink, toilet, lavatory basin, and bath shall be properly connected to an approved water and sewer system as provided for in the City of Muscatine City Code. Additionally, sanitary facilities shall include the following:
 - 1. Every dwelling unit shall contain a toilet.
 - 2. Every dwelling unit shall contain a bath or shower compartment.
 - 3. Every dwelling unit shall contain a lavatory basin.
 - 4. Every toilet and bath shall be contained within a room which will afford privacy to the user and shall be separated from a food preparation area by a tight fitting door.
- C. Required Water Heating Facilities. Every kitchen sink and bath and lavatory basin required in accordance with the provisions of this 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 on every kitchen sink and lavatory basin required at a temperature of not less than one hundred twenty (120) degrees Fahrenheit (forty-eight {48} degrees Centigrade). Such

supplied water heating facilities shall be capable of meeting the requirements of this section, regardless of space heating facilities which are not in operation.

D. Exits.

1. Every dwelling unit and rooming unit shall have access to two (2) independent, unobstructed means of egress remote from each other. At least one shall be an exit which discharges directly to corridors or stairways or both to a public way. If both means of egress are to a common corridor, they shall be in opposite directions or in compliance with local building and/or fire codes.
2. Every means of egress shall comply with the following requirements:
 - a. Handrails. All stairways comprised of four (4) or more risers shall be provided with a substantial and safely constructed handrail.
 - 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 and any roof used for other than maintenance purposes shall be protected by a substantial and safely constructed guardrail.
 - c. Every stairway shall have a reasonably uniform riser height and uniform tread width which shall be adequate for safe use.
 - d. Doors and windows accessible from outside the unit shall be lockable from inside the unit.
 - e. 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 Building Code.
 - f. No existing fire escape shall be deemed a sufficient means of egress unless it is in compliance with the fire codes of the State of Iowa.
 - g. Every doorway providing ingress or egress from any dwelling unit, rooming unit, or habitable room shall be at least six feet, four inches (6' 4") high and twenty-four inches (24") wide.

E. Natural Artificial Light. Every habitable room shall be provided with adequate natural and/or artificial light to permit normal indoor activities and to support the health and safety of the occupants.

F. Ventilation.

1. Every dwelling unit shall be provided with natural ventilation as follows:
 - a. Every window or other device with openings to the outdoor space which are capable of being used for ventilation purposes and currently contain screens shall be maintained in a good state of repair.
 - b. Every door opening directly from a dwelling unit or rooming unit to the outdoor space shall fit reasonably tight within its frame and shall be maintained in a good state of repair.
 - c. For natural ventilation, every bathroom or toilet compartment shall have at least one operable window facing directly to the outdoors.
2. Every dwelling unit shall be equipped with mechanical ventilation as follows:
 - a. In lieu of operable windows for natural ventilation, as specified in Section 8-5-6(F)1(c), adequate ventilation which provides not less than two (2) air changes per hour in all 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.

G. Heating. Heating shall be provided as follows:

1. Every 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 (68) degrees Fahrenheit (nineteen (19) degrees Centigrade at a distance of three feet (3') above the floor level. Said heating facilities shall be so designed and equipped that heat, as herein specified, is available for all dwelling units and rooming units between the hours of 6:30 a.m. and 10:30 p.m., of each day, and shall maintain a temperature of not less than sixty (60) degrees Fahrenheit from 10:30 p.m. to 6:30 a.m. of each day.

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 routed 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 furnace or water heater shall be located within any sleeping room or bathroom unless there is adequate combustion air, an automatic shutoff is provided, and the continuing operation of the furnace and/or water heater poses no threat to the occupant, as determined by the Inspector.
 5. Every steam or hot water boiler and every water heater shall be protected against overheating by appropriate pressure and temperature limit controls.
 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 failure of the ignition device.
- H. Electrical Requirements. Extension cords shall not be used or considered as permanent wiring intended to meet the requirements contained in this section.
1. Every habitable room shall contain at least two (2) separate floor or wall-type electric double convenience outlets which shall be properly installed, on adjacent walls or otherwise separated for reasonable access from all spaces within the room.
 2. Every toilet room, bathroom, laundry room, furnace room, basement, and cellar shall contain at least one supplied ceiling or wall-type electric light fixture, and one floor or wall-type electrical outlet which shall be properly installed.
- I. Minimum Space and Occupancy Standards. Minimum space and occupancy standards shall be the minimum requirements established in the Housing Quality Standards as adopted, and amended by the United States Department of Housing and Urban Development.
- J. Ceiling Height. The ceiling height in every habitable room shall be at least six feet, eight inches (6' 8"). In addition, obstructions of space by such items as water and gas pipes, cabinetry, etc. shall be permitted when such obstructions are located in such a fashion that they do not interfere with normal or emergency ingress and egress and are approved by the Inspector.

8-5-7 Minimum Structural Standards for All Rental Housing.

- A. Access. Access to each dwelling unit or rooming unit shall not require first entering any other dwelling unit or rooming unit.

Exception: Access to rooming units may be through a living room or kitchen of a unit occupied by the owner or operator of the structure.

No dwelling, dwelling unit, or rooming unit containing two (2) or more sleeping

rooms shall have such arrangements that access to a bathroom or water closet compartment intended for use by occupants of more than one (1) sleeping room can be had only by going through another sleeping room; nor shall room arrangements be such that access to a sleeping room can be had only by going through another sleeping room.

Exception: Access may be provided through not more than one room which is restricted for use as a sleeping room for children under five (5) years of age. However, all other occupancy minimums shall apply.

- B. Lighting in Public Halls and Stairways. Lighting shall be provided as follows:
1. Public passageways and stairways in dwellings accommodating three (3) or more dwelling units or rooming units shall be provided with a convenient wallmounted light switch(es) which activates an adequate lighting system.
 2. Exterior stairways serving individual units shall be supplied with sufficient illumination to allow their safe use.
- C. Fire Regulations. All rental housing shall be provided with fire protection equipment as follows:
1. All structures containing three (3) or more dwelling units or rooming units shall be provided with a sufficient number of fire extinguishers which are approved by the Fire Marshall. Fire extinguishers shall be properly hung in an area accessible to all tenants within the individual unit, or in the common corridors at each level and in the basement.
 2. All dwelling units and rooming houses shall be provided with smoke detectors approved by the Fire Marshall and located in the following areas:
 - a. In all efficiency dwelling units and guest rooms in an area centrally located on the ceiling or on a wall not more than twelve inches (12") from the ceiling of the main room.
 - b. In each area or corridor of a dwelling unit providing access to a sleeping room or rooms.
 - c. In all common areas or corridors of every story and basement of every residential building. For the purposes of this section, common areas or corridors shall mean those areas not under the direct control of the individual tenant(s) but are intended for use by the occupant(s) of more than one dwelling or rooming unit.
 - d. In other areas as may be required by State Law.
 3. Location and Installation. All smoke detectors shall be located and mounted on a ceiling or on a wall not more than twelve inches (12") from the ceiling at a point centrally located within the required area. Smoke detectors shall be located in accordance with the manufacturer's recommendation and this code.
 4. Power Source and Maintenance. Buildings required by State and local law to install smoke detectors receiving their primary source from building wiring shall comply with all applicable laws concerning installation, inspection, and maintenance. All other units may receive their primary source of power from batteries.
 5. Owners responsibility. The owner shall be responsible for the installation and testing of all smoke detectors as a condition to occupancy.
 - a. If the unit is currently (and otherwise legally) occupied on the effective date of this ordinance, the owner shall cause all existing smoke detectors to be tested. Any non-functioning and/or inoperable detectors and batteries shall be immediately replaced by the owner, at the owners expense. It shall be the responsibility of the owner to

provide verification of compliance with this section when requested by the City, or the owner shall be guilty of a Municipal Infraction.

- b. When a unit is scheduled for occupancy by a new tenant(s), it shall be the responsibility of the owner to install and test all required smoke detectors prior to occupancy. All non-functioning and/or inoperable detectors and batteries shall be replaced at the owner's expense. The owner shall retain verification of this requirement and produce it when requested by the City, or the owner shall be guilty of a Municipal Infraction.
 - c. The owner shall be responsible for the installation and maintenance of all detectors and batteries located in common corridors and other areas required by law that are not under the direct control of the occupant(s).
6. Occupants Responsibility.
- a. The occupant shall be responsible for the replacement of all batteries necessary for the proper operation of all supplied smoke detectors within the rental dwelling. The occupant shall be required to notify the owner, in writing, of any deficiencies known to exist in the supplied detector. It shall be the responsibility of the occupant to test all smoke detectors on a regular basis to insure proper operation. Failure to keep batteries replaced, as necessary for their safe operation, shall cause the occupant to be in violation of this section and subject to a municipal infraction citation. Detectors shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to rooms used for sleeping purposes. Smoke detectors hereinafter installed in areas where sleeping rooms are on an upper level shall be placed above the stairway. When actuated, the detector shall provide an alarm for the dwelling unit or rooming unit.

D. Sanitation.

1. Toilets and Lavatory Basins. At least one toilet and one lavatory basin shall be supplied for each eight (8) persons, or fraction thereof, residing within a dwelling containing a rooming unit, or units, including members of the operator's family whenever they share said facilities

Exception: In rooming houses where rooms are let to males only, flush urinals may be substituted for not more than one-half (1/2) of the required number of toilets.

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

E. Communal Toilets, Kitchens, and Dining Rooms.

1. Communal Toilets and Baths. Communal toilets and baths shall be located on the same floor or the floor immediately above or below the rooming unit.
2. Communal Kitchens. If a communal kitchen is supplied, it shall comply with the following requirements:
 - a. The minimum floor area of communal kitchens shall be sixty (60) square feet.
 - b. Floor area in communal kitchens which permits roomers to prepare and eat meals shall be one hundred (100) square feet.
 - c. The kitchen shall contain adequate food storage capacity, an approved sink, and a stove or range.

- d. It shall include at least one cabinet of adequate size suitable for the storage of food and eating and cooking utensils.
 - e. It shall contain a table and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.
 - f. Every communal kitchen shall be located within a room accessible to the occupants of each rooming unit sharing the use of such kitchen, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.
 - 3. Communal Dining Rooms. Every dwelling or rooming house within which the occupant of any 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 Section 8-57(E)2(b), shall contain a communal dining room which complies with the following requirements:
 - a. Every communal dining room shall be located on the same floor as the communal kitchen and located as nearly adjacent to the communal kitchen as is practicable.
 - b. Accessibility to the communal dining room by occupants shall be the same as requirements for communal kitchens in Section 8-5-7(E)2(f).
 - c. The communal dining room shall contain a table and adequate chairs for the normal use of the facilities.
 - d. Every communal dining room shall contain not less than seventy (70) square feet of floor area.
- F. Lead Based Paint. Every owner or operator of a dwelling shall comply with HUD Lead Based Paint Regulations, 24 CFR, Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act.
- G. Shades, Draperies, and Window Coverings.
 - 1. Every window in rooms used for sleeping purposes in rooming units and furnished dwelling units shall be supplied with shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants.
 - 2. Every window in rooms used for sleeping purposes in unfurnished dwelling units shall be supplied with hardware necessary to support shades, draperies, or other devices or materials which, when properly used, will afford privacy to the occupants.
- H. Mobile Home Tiedown Requirements.
 - 1. All mobile homes shall be provided with two (2) frame ties and two (2) over-the-top tiedowns equal to or better than the specifications outlined in booklet TR- 75 published by the Department of Defense.

8-5-8 Owners Responsibilities.

- A. Maintenance of Structure.
 - 1. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, porch, guardrail, 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.
 - 2. Every foundation, floor, exterior wall, exterior door, window, and roof shall be maintained in a reasonably weather tight, watertight, rodent proof, and insect proof condition.
 - 3. Every door and window to include all hardware associated with every door and window shall be maintained in good and functional condition and shall fit reasonably well within its frame.

4. 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, and where appropriate, shall be capable of providing privacy.
- B. Maintenance of Accessory Structures.
1. Every foundation, exterior wall, roof, window, exterior door, and appurtenance of every accessory structure shall be so maintained as to prevent the structure from becoming a harborage for rats or other vermin and shall be maintained in a reasonably watertight, structurally sound condition capable of withstanding imposed wind and snow loads.
 2. Security. Every accessory building and/or garage shall be secured against unauthorized entry, or it shall be declared a public nuisance subject to abatement and/or civil penalty. It shall be the responsibility of the person(s) having the possession and use of the accessory building to comply with this section.
- C. Drainage.
1. Rainwater Drainage. Rainwater shall be directed away from the building so as to prevent water damage to the structure.
 2. Grading and Drainage. Every premises shall be graded and drained so no stagnant water will accumulate or stand thereon.

Exception: This section shall not affect the existence or maintenance of approved storm water detention systems.

- D. Chimneys. Every chimney shall be adequately supported and maintained in a reasonably good state of repair.
- E. Protection of Exterior Wood Surfaces. All exterior wood surfaces of a dwelling and its accessory structures, porches, and similar appurtenances shall be protected from the elements and against decay by a non-lead based paint or other approved protective covering. Exception: Any exterior wood surface comprised of a type or species of wood or which has been treated to resist decay and infestation shall be exempted from the above listed requirement when approved by the Inspector.
- F. Egress from Structure. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times. If the means of egress is a fire escape, it shall be maintained in a good state of repair. Egress via exterior stairways shall be provided with sufficient illumination to allow for their safe use by the occupant.
- G. Screening. Every openable exterior window, door, or similar device intended to be used for ventilation in a non-air conditioned environment, shall be supplied with properly fitted screens of not less than sixteen (16) mesh to the inch. All doors leading into common stairways or corridors shared by more than one tenant shall be supplied with screening sufficient to allow ventilation into the common areas when such areas are not air conditioned. Such screening shall be maintained in good repair.
- H. Electrical System. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing, or for any other cause, expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch, and fixture shall be maintained in good and safe working condition.
- I. Maintenance of Supplied Plumbing Fixtures. Every supplied plumbing fixture and water and waste pipe shall be maintained in a good and sanitary working condition. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times. (Except during maintenance and repair.)
- J. Maintenance of Gas Appliances and Facilities.
1. Every gas pipe shall be sound and tightly put together and shall be free of leaks, corrosion, and obstruction causing reduced pressure or volume.

2. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.
- K. Maintenance of Heating and Supplied Cooling Facilities. The heating equipment of each dwelling shall be maintained in a good, safe working condition and shall be capable of heating all habitable rooms and bathrooms located therein to the minimum temperature required by this Code. However, heating and supplied cooling equipment shall not be required to be maintained in operational condition during what is considered to be off season periods.
- L. Floors. Every toilet room floor surface, bathroom floor surface, and kitchen floor surface shall be maintained so as to permit them to be kept in a clean, dry, and sanitary condition.
- M. Supplied Facilities. No supplied facility shall be removed, shut off, or disconnected from any occupied dwelling unit or rooming unit except for such temporary interruption(s) as may be necessary while actual (and active) repairs, replacements, or alterations are being made, unless authorized by court order.
- N. Maintenance of Sanitary Facilities. All toilets, baths, and lavatory basins shall be maintained in good working condition.
- O. Fire Protection. All fire extinguishers and early warning fire protection systems shall be maintained in good working condition at all times.
- P. Pest Extermination. The property owner shall be responsible for extermination of pests when it is determined by the Health Officer, or his or her designated agent, that the infestation is present in two (2) or more dwelling units or rooming units within a dwelling.
- Q. Garbage Disposal. Every owner of a dwelling shall supply an approved exterior location for the disposal of garbage and in compliance with the City Code for Muscatine, Iowa.
- R. Occupancy Control. A dwelling unit shall not exceed occupancy maximums.
- S. Cooking in Rooming Units. No owner or operator shall knowingly allow the use of cooking equipment within any rooming unit.

8-5-9 Occupant's Responsibilities.

- A. Occupant Responsible for Controlled Areas. Every occupant of a dwelling unit or rooming unit shall keep in a clean, safe, and sanitary condition that part of the dwelling, dwelling unit, rooming unit, or premises thereof he or she occupies and controls, to include:
 1. Every floor and floor covering shall be kept reasonably clean and sanitary.
 2. Every wall and ceiling shall be kept reasonably clean and free of dirt or greasy film.
 3. No dwelling shall be used for the storage or handling of refuse, except as provided in this Code.
- B. Plumbing Fixtures. The occupants of a dwelling unit shall keep all supplied plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the reasonable care, proper use, and proper operation thereof.
- C. Extermination of Pests. Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents, or other pests on the premises. Every occupant of a dwelling containing two (2) or more dwelling units or rooming units shall be responsible for such extermination within the unit occupied by him or her whenever said unit is the only one infested. However, whenever it is determined by the Health Officer, or his or her designated agent, that infestation is caused by failure of the owner to maintain a dwelling in a reasonably rodent proof and/or insect proof condition, extermination shall be the responsibility of the owner.

- D. Storage and Disposal of Garbage. Every occupant of a dwelling shall dispose of rubbish, garbage, and any other organic waste in a clean and sanitary manner by placing it in container(s) required by the City Code of Muscatine, Iowa.
- E. Electrical Wiring. No temporary wiring or extension cords shall be used, except extension cords which run directly from portable electric fixtures to convenience outlets and which do not lie beneath floor coverings or extend through doorways, transoms, or similar structural elements or attached thereto. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit. Multiplug connectors may only be used when they are equipped with an overcurrent device and individually approved by the inspector.
- F. Supplied Facilities. Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the reasonable care, proper use and proper operation thereof.
- G. Preparation of Meals in Rooming Units Prohibited. No occupant of a rooming unit shall prepare meals in his or her rooming unit unless an approved kitchen and/or dining room is contained within the rooming unit or in accordance with communal facilities outlined in Section 8-5-7 of this Code.
- H. Occupancy Control. No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he or she resides to exceed the occupancy standards outlined in Section 8-5-6 of this Code.

8-5-10 Substandard Buildings.

- A. Definition. Any building or portion thereof, including any dwelling, dwelling unit, rooming unit, guest room, or the premises on which the same is located, in which there exists a violation of this Code to the extent that the violation endangers the life, limb, health, property, safety, or welfare of the public or the occupant(s) thereof shall be deemed and hereby is declared to be a substandard building.
- B. Substandard Buildings. All buildings or portions thereof which are determined to be substandard are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure specified in Section 8-5-11 of this Code.

8-5-11 Notices and Orders of Building Official.

- A. General.
 - 1. Commencement of Proceedings. Whenever the Building Official has inspected, or caused to be inspected, any building or portion thereof and has found and determined that such building or portion thereof is a substandard building, he or she shall commence proceedings to cause the repair, rehabilitation, vacation, or demolition of the building or portion thereof.
 - 2. Notice and Order. The Building Official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:
 - a. The street address and a legal description sufficient for identification of the premises upon which the building is located
 - b. A statement that the Building Official has found the building to be substandard with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 8-5-10(B) of this Code.
 - c. A statement of the action required to be taken as determined by the Building Official.

- i. If the Building Official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefore and the work commenced within such time (not to exceed sixty {60} days from the date of the order) and completed within such time as the Building Official shall determine is reasonable under all the circumstances.
 - ii. If the Building Official has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a certain time from the date of the order as determined by the Building Official to be reasonable, given the nature of the violation(s).
 - iii. If the Building Official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the Building Official shall determine reasonable (not to exceed sixty {60} days from the date of the order), that all required permits be secured therefore within sixty (60) days from the date of the order, and that the demolition be completed within such time as the Building Official shall determine is reasonable.
 - d. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the Building Official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.
 - e. Statements advising (i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the Building Official to the Housing Advisory and Appeals Board, provided the appeal is made in writing as provided in this Code and filed with the Building Official within thirty (30) days from the date of service of such notice and order, and (ii) that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.
3. Service of Notice and Order. The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property. The failure of the Building Official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed on him by the provisions of this section.
4. Method of Service. Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at his address as it appears on the last equalized assessment roll of the county or as known to the Building Official. If no address of any such person so appears or is known to the Building Official, then a copy of the notice and order shall be posted on the property where the violation exists. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner herein provided shall be effective on the date of mailing.
5. Proof of Service. Proof of service of the notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the person effecting service, declaring the time, date, and

manner in which service was made. The declaration, together with any receipt card returned in acknowledgment of receipt by certified mail shall be affixed to the copy of the notice and order retained by the Building Official.

- B. Recordation of Notice and Order. If compliance is not had with the order within the time specified therein, and no appeal has been properly and timely filed, the Building Official may file in the Office of the County Recorder a certificate describing the property and certifying (i) that the building is a substandard building, and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a substandard building on the property described in the certificate, the Building Official shall file a new certificate with the County Recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer substandard, whichever is appropriate.
- C. Repair, Vacation, and Demolition.
1. Standards to be Followed. The following standards shall be followed by the Building Official (and by the Housing Advisory and Appeals Board if an appeal is taken) in ordering the repair, vacation, or demolition of any substandard building or structure:
 - a. If any building declared a substandard building under this ordinance shall either be repaired in accordance with the current Building Code or shall be demolished at the option of the building owner.
 - b. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or of the occupants, it shall be ordered to be vacated.
- D. Notice to Vacate.
1. Posting. Every notice to vacate shall, in addition to being served as provided in Section 8-5-11(A)3, be posted at or upon each exit of the building and shall be in substantially the following form:

DO NOT ENTER
UNSAFE TO OCCUPY

It is a misdemeanor to enter this building or remove or deface this notice. Any person(s) found inside this building are subject to immediate arrest. Building Department, City of Muscatine.

2. Compliance. Whenever such notice is posted, the Building Official shall require that the Owner comply with all provisions of the Housing Code with respect to occupancy prior to removal of the posting, and subsequent occupancy of the building send a notification there of in the notice and order issued by him under Section 8-5-11(A)2, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been so posted, except that entry may be made to repair, demolish, or remove such building under permit. Nothing contained herein shall prevent authorized person(s) from entering the property for the sole purpose of removing personal belongings during all reasonable hours, with prior notification and approval of the City.

No person shall remove or deface any such notice after it is posted until the required repairs, demolition, or removal have been completed and a Certificate of Structural Compliance Occupancy issued pursuant to the provisions of this the Building Code. Any person violating this subsection shall be guilty of a misdemeanor.

8-5-12 Appeals.

- A. Housing Advisory and Appeals Board. In order to provide for final interpretation of the provisions of this Code and to hear appeals provided for hereunder, there is hereby established a Housing Advisory and Appeals Board consisting of five (5) members who are not employees of the City. The Building Official shall be an ex officio member of and shall act as secretary to said board. The board shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt reasonable rules and regulations for conducting its business and shall render all decisions and findings in writing to the appellant with a copy to the Building Official. Appeals to the board shall be processed in accordance with the provisions contained in Section 8-5-12(B) of this Code. Copies of all rules or regulations adopted by the board shall be delivered to the Building Official, who shall make them freely accessible to the public.
- B. Form of Appeal. Any person entitled to service under this Code may appeal any notice and order or any action of the Building Official under this Code by filing at the office of the Building Official a written appeal containing:
1. A heading in the words: "Before the Board of Appeals of the City of Muscatine, Iowa , _____ of _____"
 2. A caption reading: "Appeal of _____ ", giving the names of all appellants participating in the appeal.
 3. A brief statement setting forth the legal interest of each of the appellants in the building or land involved in the notice and order.
 4. A brief statement in ordinary and concise language of that specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
 5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified, or otherwise set aside.
 6. The signatures of all parties named as appellants and their official mailing address.
 7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.
- C. Filing of the Appeal. The appeal shall be filed within thirty (30) days from the date of the service (or other such time as may have been imposed by the Building Official based on the type of violation) of such order or action of the Building Official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or adjacent property, or has otherwise been declared a Public Nuisance as contained elsewhere herein, and is ordered vacated and is posted in accordance with this Code, such appeal shall be filed within ten (10) days from the date of the service of the notice and order of the Building Official.
- D. Processing of Appeal. Upon receipt of any appeal filed pursuant to Section 8-5-12(B), the Building Official shall present it to the Board of Appeals in accordance with this Chapter.
- E. Scheduling and Notice of Appeal for Hearing. As soon as practicable after receiving the written appeal, the Housing Board of Appeals shall fix a date, time, and place for hearing of the appeal by the board. Such date shall be not less than seven (7) days nor more than thirty (30) days from the date the appeal was filed with the Building Official. Written notice of the time and place of the hearing shall be given at least five (5) days prior to the date of the hearing to each appellant by the secretary of the board, either by causing a copy of such notice to be delivered to the appellant

personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his address shown on the appeal.

- F. Effect of Failure to Appeal. Failure of any person to file an appeal in accordance with the provisions of this Code shall constitute a waiver of his or her right to an administrative hearing and adjudication of the notice and order or to any portion thereof.
- G. Scope of Hearing on Appeal. Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.
- H. Staying' of Order Under Appeal. Except for vacation orders made pursuant to Section 8-5-11, enforcement of any notice and order of the Building Official issued under this Code shall in abeyance during the pendency of an appeal therefrom which is properly and timely filed.

8-5-13 Procedures for Conduct of Hearing Appeals.

A. General.

1. Record. A record of the entire proceedings shall be made by tape recording, or by any other means of permanent recording determined to be appropriate by the board.
2. Reporting. The proceedings at the hearing shall also be transcribed from the recording if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefore. Such fees may be established by the board, but shall in no event be greater than the cost involved.
3. Continuances. The board may grant continuances for good cause shown.
4. Oaths, Certification. In any proceedings under this chapter, the board, or any board member, has the power to administer oaths and affirmations and to certify to official acts.
5. Reasonable Dispatch. The board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

- B. Form of Notice of Hearing. The notice to appellant shall be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before the Board of Appeals at ... on the _____ day of _____, 19__ , at the hour _____, upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents, or other things by filing an affidavit therefore with the Board of Appeals."

C. Subpoenas.

1. Filing of Affidavit. The board and any appellant(s) may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of the board or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefore which states the name and address of the proposed witness, specifies the exact things sought to be produced and the materiality thereof in detail to the issues involved, and states that the witness has the desired things in his

possession or under his control. A subpoena need not be issued when the affidavit is defective in any particular.

2. Penalties. Any person who refuses without lawful excuse to attend any hearing or to produce material evidence in his possession or under his control, as required by any subpoena served upon such person as provided for herein, shall be guilty of a misdemeanor.

D. Conduct of Hearing.

1. Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
2. Oral Evidence. Oral evidence shall be permitted.
3. Hearsay Evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over an objection in civil actions in courts of competent jurisdiction in this state.
4. Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdictions in this state.
5. Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
6. Rights of Parties. Each party shall have these rights, among others:
 - a. To call and examine witnesses on any matter relevant to the issues of the hearing.
 - b. To introduce documentary and physical evidence.
 - c. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing.
 - d. To impeach any witness regardless of which party first called him to testify.
 - e. To rebut the evidence against him.
 - f. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.
7. Official Notice.
 - a. What may be Noticed. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the board or departments and ordinances of the City or rules and regulations of the board.
 - b. Parties to be Notified. Parties present at the hearing shall be informed of the matters to be noticed and these matters shall be noted in the record, referred to therein, or appended thereto.
 - c. Opportunity to Refute. Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority; the manner of such refutation to be determined by the board or hearing examiner.
 - d. Inspection of the Premises. The board may inspect any building or premises involved in the appeal during the course of the hearing, provided that (i) notice of such inspection shall be given to the parties before the inspection is made, (ii) the parties are given an opportunity to be present during the inspection, (iii) only those items listed in the official notice may be noted during the inspection, and (iv) the board shall state for the record, upon completion of the inspection, the

material facts observed and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the board.

E. Method and Form of Decision.

1. Hearing Before Board Itself. Where a contested case is heard before the board, no member thereof who did not hear the evidence or has not read the entire record of the proceedings shall vote on or take part in the decision.
2. Form of Decision. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant personally or sent to him by mail, postage prepaid, at the address listed on the appeal.
3. Effective Date of Decision. The effective date of the decision shall be as stated therein.
 - a. Any appellant aggrieved by any decision may appeal the same to the District Court of Muscatine County within thirty (30) days after receiving the decision of the board.

8-5-14 Enforcement of Orders from Building Official or Board of Appeals.

A. Compliance.

1. General. After any order of the Building Official or the Housing Advisory and Appeals Board made pursuant to this Code shall have become final, no person to whom any such order is directed shall fail, neglect, or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.
2. Failure to Obey Order. If, after any order of the Building Official or Housing Advisory and Appeals Board made pursuant to this Code has become final, the person to whom such order is directed shall fail, neglect, or refuse to obey such order, the Building Official may (i) cause such person to be prosecuted under subsection 1 of this section, or (ii) institute any appropriate action to abate such building as a public nuisance.
3. Failure to Commence Work. Whenever the required repair or demolition is not commenced within the time specified in the final notice and order issued under this Code:
 - a. The Building Official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

SUBSTANDARD BUILDING DO NOT OCCUPY

It is a misdemeanor to occupy this building or to remove or deface this notice. Any unauthorized person(s) found inside this building are subject to immediate arrest. Building Official - City of Muscatine.

- b. No person shall occupy any building which has been posted as specified in this subsection. No person shall remove or deface any such notice so posted until the repairs, demolition, or removal ordered by the Building Official have been completed and a Certificate of Structural Compliance issued pursuant to the provisions of this Code.
- c. The Building Official may, in addition to any other remedy herein provided, order demolition to cause the building to be demolished and the materials, rubble, and debris therefrom removed and the lot cleaned. Any such demolition work shall be accomplished and the cost

thereof paid and recovered in the manner hereinafter provided in this Code.

- B. Extension of Time to Perform Work. Upon receipt of an application from the person required to conform to the order and an agreement by such person that he will comply with the order if allowed additional time, the Building Official may, in his or her discretion, grant an extension of time, not to exceed an additional one hundred twenty (120) days, within which to complete said repair, rehabilitation, or demolition if the Building Official determines that such extension of time will not create or perpetuate a situation imminently dangerous to life or property.
- C. Interference with Repair or Demolition Work Prohibited. No person shall obstruct, impede, or interfere with any officer, employee, contractor, or authorized representative of the City or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated, or demolished under the provisions of this Code whenever such officer, employee, contractor, or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building pursuant to the provisions of this Code or in performing any necessary act preliminary to or incidental to such work as authorized or directed pursuant to this Code.

8-5-15 Performance of Demolition.

- A. General.
 - 1. Procedure. When any work, repair, or demolition is to be done pursuant to this Code, the Building Official shall cause the work to be accomplished by private contract under the direction of the Building Official. Plans and specifications therefore may be prepared by the Building Official, or he or she may employ such architectural and engineering assistance on a contract basis as he or she may deem reasonably necessary.
 - 2. Cost. The cost of such work shall be paid from the demolition fund and may be made a special assessment against the property involved.

8-5-16 Recovery of Cost of Demolition.

- A. Account of Expense, Filing of Report, Contents. The City Clerk shall keep an itemized account of the expense incurred by this jurisdiction in the demolition of any building done pursuant to the provisions of Section 8-5-14(A)3(c) of this Code. Upon the completion of the demolition, said City Clerk shall prepare a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure was located, and the names and addresses of the persons entitled to notice pursuant to Section 8-5-11(A).
- B. Report Transmitted to Council - Set for Hearing. Upon receipt of said report, the Clerk of this jurisdiction shall present it to the legislative body of this jurisdiction for consideration. The legislative body of this jurisdiction shall fix a time, date, and place for hearing said report and any protests or objections thereto. The Clerk of this jurisdiction shall cause notice of said hearing to be published once in a newspaper of general circulation in the City, and served by certified mail, postage prepaid, addressed to the owner of the property as his name and address appear on the last equalized assessment roll of the county, if such so appears, or as known to the Clerk. Such notice shall be given in accordance with Chapter 362.3 of the Iowa Code and shall specify the day, hour, and place when the legislative body will hear and

pass upon the report, together with any objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

- C. Hearing of Protests. Upon the day and hour fixed for the hearing, the legislative body of this jurisdiction shall hear and pass upon the report of the City Clerk, together with any such objections or protests. The legislative body may make such revision, correction, or modification in the report or the charge as it may deem just, and when the legislative body is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected, or modified) together with the charge, shall be confirmed or rejected. The decision of the legislative body of this jurisdiction on the report and the charge and on all protests or objections shall be final and conclusive.
- D. Personal Obligation of Special Assessment.
 - 1. General. The legislative body of this jurisdiction may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.
 - 2. Personal Obligation. If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney of this jurisdiction to collect the same on behalf of the jurisdiction by use of all appropriate legal remedies.
 - 3. Special Assessment. If the legislative body of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property and subject to collection in the same manner as a property tax.
- E. Contest. The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within thirty (30) days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within thirty (30) days after the entry of such judgment.
- F. Lien of Assessment.
 - 1. Priority. Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots of parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county, and municipal taxes, with which it shall be upon a parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.
 - 2. Interest. All such assessments remaining unpaid after thirty (30) days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate determined for special assessments under Chapter 74A of the Code of Iowa from and after said date.
- G. Report to Assessor and Tax Collector: Addition of Assessment to Tax Bill. After confirmation of the report, certified copies of the assessment shall be given to the Assessor of this jurisdiction and the Tax Collector of this jurisdiction, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.
- H. Filing Copy of Report with County Auditor. If the County Assessor and the County Tax Collector assess property and collect taxes for the City, a certified copy of the assessment shall be filed with the County Auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the County Assessor's map books for the current year.

- I. Collections of Assessment: Penalties for Foreclosure. The amount of the assessment shall be collected at the same time and in the same manner as ordinary property taxes are collected and shall be subject to the same penalties, procedure, and sale in case of delinquency as provided for ordinary property taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.
- J. Repayment of Fund. All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the Treasurer of this jurisdiction, who shall credit the same to the designated City accounts.