



## **United City of Yorkville**

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

[www.yorkville.il.us](http://www.yorkville.il.us)

### **AGENDA ECONOMIC DEVELOPMENT COMMITTEE MEETING**

**Tuesday, January 2, 2018**

**6:00 p.m.**

City Hall Conference Room  
800 Game Farm Road, Yorkville, IL

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#### **Citizen Comments:**

**Minutes for Correction/Approval:** November 7, 2017

#### **New Business:**

1. EDC 2018-01 Building Permit Report for October and November 2017
2. EDC 2018-02 Building Inspection Report for October and November 2017
3. EDC 2018-03 Property Maintenance Report for October and November 2017
4. EDC 2018-04 Economic Development Update
5. EDC 2018-05 Cedarhurst Final Plat
6. EDC 2018-06 Bristol Bay Amended Annexation Agreement and Final Plat
7. EDC 2018-07 Services Agreement for Building Plan Review and Inspections
8. EDC 2018-08 Property Maintenance Code – Section 302.8 – Motor Vehicles

#### **Old Business:**

#### **Additional Business:**

#### **2017/2018 City Council Goals – Economic Development Committee**

<b>Goal</b>	<b>Priority</b>	<b>Staff</b>
“Downtown Planning”	1	Bart Olson & Krysti Barksdale-Noble
“Southside Development”	2	Bart Olson & Krysti Barksdale-Noble
“Manufacturing and Industrial Development”	4	Krysti Barksdale-Noble
“Revenue Growth”	9	Krysti Barksdale-Noble
“Capital Improvement Plan”	11	Bart Olson & Krysti Barksdale-Noble
“Community Entrance Signage and Wayfinding”	14	Krysti Barksdale-Noble

UNITED CITY OF YORKVILLE  
WORKSHEET  
ECONOMIC DEVELOPMENT COMMITTEE  
Tuesday, January 2, 2018  
6:00 PM  
CITY HALL CONFERENCE ROOM

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**CITIZEN COMMENTS:**

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**MINUTES FOR CORRECTION/APPROVAL:**

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1. November 7, 2017

- ☐ Approved \_\_\_\_\_
- ☐ As presented
- ☐ With corrections

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**NEW BUSINESS:**

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1. EDC 2018-01 Building Permit Report for October and November 2017

- ☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N
  - ☐ Approved by Committee \_\_\_\_\_
  - ☐ Bring back to Committee \_\_\_\_\_
  - ☐ Informational Item
  - ☐ Notes \_\_\_\_\_
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2. EDC 2018-02 Building Inspection Report for October and November 2017

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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3. EDC 2018-03 Property Maintenance Report for October and November 2017

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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4. EDC 2018-04 Economic Development Update

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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5. EDC 2018-05 Cedarhurst Final Plat

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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6. EDC 2018-06 Bristol Bay Amended Annexation Agreement and Final Plat

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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7. EDC 2018-07 Services Agreement for Building Plan Review Inspections

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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8. EDC 2018-08 Property Maintenance Code – Section 302.8 – Motor Vehicles

☐ Moved forward to CC \_\_\_\_\_ consent agenda?   Y   N

☐ Approved by Committee \_\_\_\_\_

☐ Bring back to Committee \_\_\_\_\_

☐ Informational Item

☐ Notes \_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Minutes

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Economic Development Committee – November 7, 2017

**Meeting and Date:** Economic Development Committee – January 2, 2018

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Committee Approval

**Submitted by:** Minute Taker

Name

Department

#### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>*

**DRAFT**

**UNITED CITY OF YORKVILLE  
ECONOMIC DEVELOPMENT COMMITTEE  
Tuesday, November 7, 2017, 6:00pm  
City Conference Room**

**In Attendance:**

**Committee Members**

Chairman Ken Koch  
Alderman Alex Hernandez

Alderman Carlo Colosimo  
Alderman Joel Frieders

**Other City Officials**

City Administrator Bart Olson  
Community Development Director Krysti Barksdale-Noble  
Senior Planner Jason Engberg  
City Consultant Lynn Dubajic

Alderman Chris Funkhouser  
Code Official Pete Ratos

**Other Guests**

Ryan Swanson, Arc Design  
Julie Schlichting, Imperial Investments

Doug Farr, Farr Associates  
Jeff Muellner, Jefferson Properties

The meeting was called to order at 6:00pm by Chairman Ken Koch.

**Citizen Comments:** None

**Minutes for Correction/Approval:** October 3, 2017

The minutes were approved by unanimous voice vote.

**New Business**

***1. EDC 2017-66 Building Permit Report for September 2017***

Mr. Ratos reported 9 single family homes in September, for a total of 128 this year. In commercial housing, GC Housing is constructing a building with 74 units. No further discussion.

***2. EDC 2017-67 Building Inspection Report for September 2017***

There were 301 inspections done for the month. Mr. Ratos said he visits GC Housing at least once a day to make himself available for questions. No further discussion.

***3. EDC 2017-68 Property Maintenance Report for September 2017***

Mr. Ratos said most of the 17 cases were dismissed as they were compliant on the hearing date. A South Bridge St. case was not adjudicated due to a personal conflict for the Hearing Officer and it was continued. A Heustis St. location was found liable for six citations.

#### ***4. EDC 2017-69 Economic Development Update***

Ms. Dubajic reported the following:

1. Met with owner of Crusade who will open “1836” week of Thanksgiving and coffee/donut shop in the near future
2. YPAC opening on east side of Rt. 47 by Law Office
3. Working with builder on purchase of single family lots near Kendall Marketplace and working with restaurant for outlot
4. Go For It Sports opening first of year
5. Along with Bart Olson, spoke with taxing bodies about TIF

#### ***5. EDC 2017-70 Fourth Amendment to the Redevelopment Agreement for the Downtown Yorkville Redevelopment Project Area (Imperial Investments, LLC)***

Mr. Olson said there is a 4<sup>th</sup> amendment for the Imperial Investments TIF agreement. The first three, laid out plans for the area and this one is for 220-222-224 Rt. 47 addresses. YPAC is going in part of the property. This action basically incorporates all the amendments into the agreement. There was a brief discussion on the roof improvements and language for the TIF in lieu of an inducement.

#### ***6. EDC 2017-71 Inducement Resolution – Muellner Property – 301 S. Bridge Street***

The owner of the property at the SW corner of Van Emmon & Rt. 47, Mr. Jeff Muellner, was present. He will develop or have someone else begin development of the property to make it more marketable. This is the first step for a future TIF.

#### ***7. EDC 2017-72 Downtown Overlay District – Award Recommendation***

An RFP resulted in 4 responses and a recommendation for Farr & Associates was made based on a scoring system. Staff is recommending the bid not to exceed \$74,400, which was the lowest bid. Mr. Doug Farr was present and summarized his firm's experience. The firm will concentrate on a 3D criteria plan for the downtown streetscape. Chairman Koch asked how they could beautify the railroad track area and Alderman Frieders asked them to help establish an identity for Yorkville. The bid recommendation will need Council approval after the contract review and will move to the November 28<sup>th</sup> regular agenda.

#### ***8. PZC 2017-13 Coffman Carpets – Annexation Agreement and Rezoning***

Coffman's wishes to annex to the city and Ryan Swanson (Casey's) is working with them. They are requesting to hook on to city water and sewer and are seeking rezoning from R-1 to B-3. They are also asking for relief on several items including setback, keeping a trailer on site, sign relief, not building a sidewalk and tax abatement for 10 years.

Alderman Colosimo questioned why the city would grant the tax abatements since the business is requesting to annex. He said the “optics” for the City are bad and the Aldermen must answer to the constituents whenever there are tax abatements. He said the property will increase in value, but the City takes the hit to give a rebate. The committee agreed with Mr. Colosimo and Mr. Olson suggested that the city agree to the rest of the requests from Coffman's. Mr. Olson said the taxes for the year would be about \$400.

**Old Business** None

**Additional Business**

Mr. Olson gave an update on TIF #2. Imperial Investments requested that the remaining 20-30 lots in Kendallwood be included in the TIF. This was an oversight and the process will be restarted to include them in TIF #2. The Kendallwood Estates property boundaries will change slightly. A public meeting will be held December 12<sup>th</sup>.

Imperial Investments is also interested in properties north of the river and might want to include them in TIF #2. Mr. Olson said properties cannot be added and it might require a third TIF. Mr. Frieders asked if there are actual plans for those properties, but generally said it makes no sense to begin a third one. To start a new TIF would require a first meeting at EDC. Alderman Colosimo said there should be development in the original TIF's first and the committee agreed.

There was no further business and the meeting adjourned at 7:00pm.

Minutes respectfully submitted by  
Marlys Young, Minute Taker



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #1

Tracking Number

EDC 2018-01

### Agenda Item Summary Memo

**Title:** Building Permit Report for October and November 2017

**Meeting and Date:** Economic Development Committee – January 2, 2018

**Synopsis:** All permits issued in October and November 2017.

### Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

**Type of Vote Required:** Informational

**Council Action Requested:** None

**Submitted by:** D. Weinert Community Development  
Name Department

### Agenda Item Notes:

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# UNITED CITY OF YORKVILLE

## BUILDING PERMIT REPORT

### October 2017

#### TYPES OF PERMITS

	Number of Permits Issued	SFD <i>Single Family Detached</i>	B.U.I.L.D <i>Single Family Detached Program Begins 1/1/2012</i>	SFA <i>Single Family Attached</i>	Multi- Family <i>Apartments Condominiums</i>	Commercial <i>Includes all Permits Issued for Commercial Use</i>	Industrial	Misc.	Construction Cost	Permit Fees
October 2017	65	5	4	0	0	14	0	42	10,491,112.00	131,828.23
Calendar Year 2017	837	59	78	0	1	134	0	565	65,449,295.00	2,226,098.41
Fiscal Period 2017	604	43	50	0	1	90	0	420	54,855,951.00	1,636,628.88
October 2016	63	1	4	0	0	12	0	46	1,350,564.00	47,668.40
Calendar Year 2016	772	44	88	0	0	108	0	532	31,783,736.00	1,542,824.98
Fiscal Period 2017	551	37	58	0	0	67	0	389	23,301,560.00	1,079,606.64
October 2015	65	1	7	0	0	29	0	28	1,990,650.00	109,437.18
Calendar Year 2015	540	8	66	0	0	116	0	350	47,217,538.00	1,032,459.14
Fiscal Period 2016	394	7	44	0	0	79	0	264	11,681,528.00	642,221.38
October 2014	35	0	4	0	0	6	0	25	868,735.00	53,516.82
Calendar Year 2014	516	7	54	0	0	95	0	416	21,802,538.00	947,954.89
Fiscal Period 2015	376	2	36	0	0	62	0	276	16,932,693.00	618,087.86



# UNITED CITY OF YORKVILLE

## BUILDING PERMIT REPORT

November 2017

### TYPES OF PERMITS

	Number of Permits Issued	SFD <i>Single Family Detached</i>	B.U.I.L.D <i>Single Family Detached Program Begins 1/1/2012</i>	SFA <i>Single Family Attached</i>	Multi- Family <i>Apartments Condominiums</i>	Commercial <i>Includes all Permits Issued for Commercial Use</i>	Industrial	Misc.	Construction Cost	Permit Fees
November 2017	43	1	5	0	0	12	0	25	1,455,763.00	98,737.96
Calendar Year 2017	881	60	84	0	1	145	0	591	67,095,104.00	2,334,457.97
Fiscal Period	648	44	56	0	1	101	0	446	56,431,760.00	1,744,988.44
November 2016	54	2	14	0	0	8	0	30	3,296,040.00	197,135.30
Calendar Year 2016	823	45	99	0	0	116	0	563	34,712,965.00	1,720,277.88
Fiscal Period	602	38	69	0	0	75	0	420	26,230,789.00	1,257,059.54
November 2015	39	0	5	0	0	10	0	24	1,225,626.00	94,064.75
Calendar Year 2015	580	8	71	0	0	126	0	375	48,446,931.00	1,127,373.89
Fiscal Period	434	7	49	0	0	89	0	289	12,910,921.00	737,136.13
November 2014	34	0	7	0	0	2	0	25	1,509,893.00	97,144.29
Calendar Year 2014	553	7	61	0	0	106	0	379	23,312,431.00	1,045,499.18
Fiscal Period	413	2	43	0	0	73	0	295	18,442,586.00	716,632.15





Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #2

Tracking Number

EDC 2018-02

### Agenda Item Summary Memo

**Title:** Building Inspection Report for October and November 2017

**Meeting and Date:** Economic Development Committee – January 2, 2018

**Synopsis:** All inspections scheduled in October and November 2017.

#### Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

**Type of Vote Required:** Informational

**Council Action Requested:** None

**Submitted by:** D. Weinert Community Development  
Name Department

#### Agenda Item Notes:

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DATE: 11/01/2017  
TIME: 09:28:09  
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE  
CALLS FOR INSPECTION REPORT

PAGE: 1

INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	008-RFR ROUGH FRAMING	20160258	652 WINDETT RIDGE RD	154		10/06/2017
PR	_____	009-REL ROUGH ELECTRICAL					10/06/2017
PR	_____	010-RMC ROUGH MECHANICAL					10/06/2017
PR	_____	011-PLR PLUMBING - ROUGH					10/06/2017
BC	_____	012-INS INSULATION					10/10/2017
BC	_____	013-WKS PUBLIC & SERVICE WALKS					10/17/2017
BC	_____	001-FIN FINAL INSPECTION	20160572	1527-1537 STONERIDGE CIR			01/19/2017
TK	_____	019-REI REINSPECTION Comments1: ENGINEERING	20160578	2995 ELLSWORTH DR	395		10/24/2017
BC	_____	003-FIN FINAL INSPECTION	20160588	825 CARLY CT	39		10/17/2017
BC	_____	004-REI REINSPECTION Comments1: FINAL	20160623	1979 COUNTRY HILLS DR	118		10/16/2017
BC	_____	001-FIN FINAL INSPECTION	20160811	674 W VETERANS PKWY	F		10/24/2017
PR	_____	024-RFR ROUGH FRAMING	20160894	1050 FREEMONT ST		10/30/2017	
BC	_____	AM 015-WKS PUBLIC & SERVICE WALKS	20170041	205 OAKWOOD ST	21		10/12/2017
BC	_____	PM 016-EDA ENGINEERING - DRIVEWAY AP					10/13/2017
PR	_____	AM 003-PPS PRE-POUR, SLAB ON GRADE	20170098	1800 MARKETVIEW DR	4		10/19/2017
TK	_____	016-REI REINSPECTION Comments1: ENGINEERING FINAL	20170128	2995 GRANDE TR	393		10/24/2017
TK	_____	017-REI REINSPECTION Comments1: ENGINEERING FINAL	20170131	2905 GRANDE TR	375		10/24/2017
TK	_____	018-REI REINSPECTION Comments1: ENGINEERING FINAL	20170132	2910 ELLSWORTH DR	372		10/24/2017
TK	_____	018-REI REINSPECTION Comments1: ENGINEERING FINAL	20170133	2924 GRANDE TRAIL CT	415		10/24/2017
PR	_____	019-FIN FINAL INSPECTION	20170141	877 GREENFIELD TURN	41		10/04/2017
PR	_____	020-PLF PLUMBING - FINAL OSR READ					10/04/2017

DATE: 11/01/2017  
TIME: 09:28:09  
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UNITED CITY OF YORKVILLE  
CALLS FOR INSPECTION REPORT

PAGE: 2

INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	013-FIN FINAL INSPECTION	20170154	1126 CARLY DR	24		10/06/2017
PR	_____	014-PLF PLUMBING - FINAL OSR READ					10/06/2017
PWK	_____	015-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE/WATER BAN					10/06/2017
PR	_____	015-FIN FINAL INSPECTION	20170210	855 CARLY CT	36		10/10/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ					10/10/2017
PWK	_____	017-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE					10/09/2017
PR	_____	AM 016-WKS PUBLIC & SERVICE WALKS	20170214	2631 MCLELLAN BLVD	44		10/20/2017
TK	_____	019-REI REINSPECTION	20170254	2924 ELLSWORTH DR	370		10/24/2017
BC	_____	002-FOU FOUNDATION	20170273	2304 OLIVE CT	279		10/16/2017
PR	_____	018-FIN FINAL INSPECTION	20170280	2685 FAIRFAX WAY	260		10/18/2017
PR	_____	019-PLF PLUMBING - FINAL OSR READ					10/18/2017
TK	_____	020-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE TOO SMALL, CONCRETE DAMAGED Comments2: AT PUBLIC WALK					10/18/2017
PR	_____	016-FIN FINAL INSPECTION	20170283	1012 N CARLY CIR	58		10/23/2017
PR	_____	017-PLF PLUMBING - FINAL OSR READ					10/23/2017
PR	_____	019-PPS PRE-POUR, SLAB ON GRADE	20170301	1690 CANNONBALL TR			10/09/2017
_____	_____	020-PPS PRE-POUR, SLAB ON GRADE Comments1: CURB				10/13/2017	
PR	_____	PM 013-FIN FINAL INSPECTION	20170308	2745 CRANSTON CIR	129		10/23/2017
PR	_____	014-PLF PLUMBING - FINAL OSR READ					10/23/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE	20170309	2295 GRANDE TR	171		10/24/2017
PR	_____	012-WKS PUBLIC & SERVICE WALKS	20170314	2795 CRANSTON CIR	140		10/20/2017
PR	_____	014-FIN FINAL INSPECTION	20170315	2293 GRANDE TR	170		10/26/2017
PR	_____	015-PLF PLUMBING - FINAL OSR READ					10/26/2017

DATE: 11/01/2017  
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UNITED CITY OF YORKVILLE  
CALLS FOR INSPECTION REPORT

PAGE: 3

INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	003-PPS PRE-POUR, SLAB ON GRADE	20170318	234 GARDEN ST	6		10/24/2017
PR	_____	012-FIN FINAL INSPECTION	20170358	908 PURCELL ST	79		10/25/2017
PR	_____	013-PLF PLUMBING - FINAL OSR READ					10/25/2017
PR	_____	012-WKS PUBLIC & SERVICE WALKS	20170375	2652 MCLELLAN BLVD	55		10/06/2017
PR	_____	012-WKS PUBLIC & SERVICE WALKS	20170376	2651 MCLELLAN BLVD	46		10/06/2017
PR	_____	013-FIN FINAL INSPECTION Comments1: INSTALL BASEMENT HANDRAIL & FLOOR VENT C Comments2: OVER					10/24/2017
PR	_____	014-PLF PLUMBING - FINAL OSR READ					10/24/2017
PR	_____	AM 014-WKS PUBLIC & SERVICE WALKS	20170377	2182 BURR CT	10		10/20/2017
PR	_____	017-FIN FINAL INSPECTION	20170386	2649 FAIRFAX WAY	256		10/18/2017
PR	_____	018-PLF PLUMBING - FINAL OSR READ					10/18/2017
TK	_____	019-EFL ENGINEERING - FINAL INSPE					10/18/2017
PR	_____	015-FIN FINAL INSPECTION Comments1: EXTERIOR OF HOME NOT COMPLETE	20170389	1003 S CARLY CIR	88		10/23/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ					10/25/2017
_____	_____	018-PPS PRE-POUR, SLAB ON GRADE				10/31/2017	
BC	_____	013-WKS PUBLIC & SERVICE WALKS	20170393	3405 RYAN DR	10		10/26/2017
PR	_____	006-RFR ROUGH FRAMING	20170399	9231 GALENA RD			10/11/2017
PR	_____	007-REL ROUGH ELECTRICAL					10/11/2017
PR	_____	008-RMC ROUGH MECHANICAL					10/11/2017
PR	_____	009-INS INSULATION					10/12/2017
BC	_____	PM 013-WKS PUBLIC & SERVICE WALKS	20170409	987 N CARLY CIR	122		10/30/2017
BC	_____	002-REI REINSPECTION Comments1: CAULKING	20170446	308 FAIRHAVEN DR			10/10/2017
PR	_____	006-FIN FINAL INSPECTION	20170455	418 ELM ST			10/05/2017

DATE: 11/01/2017  
TIME: 09:28:09  
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE  
CALLS FOR INSPECTION REPORT

PAGE: 4

INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	PM 007-REL ROUGH ELECTRICAL	20170457	2632 MCLELLAN BLVD	57		10/04/2017
PR	_____	PM 008-RFR ROUGH FRAMING					10/04/2017
PR	_____	PM 009-RMC ROUGH MECHANICAL					10/04/2017
PR	_____	PM 010-PLR PLUMBING - ROUGH					10/04/2017
PR	_____	012-WKS PUBLIC & SERVICE WALKS				10/20/2017	
BC	_____	PM 013-WKS PUBLIC & SERVICE WALKS	20170460	1036 N CARLY CIR	59		10/30/2017
PR	_____	012-INS INSULATION	20170461	1027 N CARLY CIR	118		10/03/2017
_____	_____	013-STP STOOP				10/31/2017	
BC	_____	003-FIN FINAL INSPECTION	20170467	911 S CARLY CIR	97		10/24/2017
PR	_____	008-EDA ENGINEERING - DRIVEWAY AP	20170495	203 COMMERCIAL DR	22		10/03/2017
PR	_____	009-REL ROUGH ELECTRICAL					10/06/2017
PR	_____	010-FIN FINAL INSPECTION					10/24/2017
BKF	08:30	011-FIN FINAL INSPECTION					10/24/2017
BC	_____	009-STP STOOP	20170546	522 WINDETT RIDGE RD	172		10/19/2017
PR	_____	010-RFR ROUGH FRAMING					10/25/2017
PR	_____	011-REL ROUGH ELECTRICAL					10/25/2017
PR	_____	012-RMC ROUGH MECHANICAL					10/25/2017
PR	_____	013-PLR PLUMBING - ROUGH					10/25/2017
BC	_____	014-INS INSULATION					10/30/2017
BC	_____	014-WKS PUBLIC & SERVICE WALKS	20170547	702 KENTSHIRE DR	120		10/17/2017
PR	_____	007-RFR ROUGH FRAMING	20170548	2563 FAIRFAX WAY	248		10/11/2017
PR	_____	008-REL ROUGH ELECTRICAL					10/11/2017
PR	_____	009-RMC ROUGH MECHANICAL					10/11/2017
PR	_____	010-PLR PLUMBING - ROUGH					10/11/2017

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BC	_____	011-INS INSULATION					10/13/2017
BC	_____	012-STP STOOP					10/19/2017
BC	_____	013-WKS PUBLIC & SERVICE WALKS	20170549	2601 FAIRFAX WAY	250		10/17/2017
		Comments1: INSTALL TWO 10' #4 REBAR ACROSS WATERLIN					
		Comments2: E BEFORE POURING PUBLIC WALK					
BC	_____	016-PHD POST HOLE - DECK	20170550	2629 FAIRFAX WAY	253		10/19/2017
PR	_____	014-FIN FINAL INSPECTION	20170575	3307 CALEDONIA DR	76		10/30/2017
PR	_____	015-PLR PLUMBING - ROUGH					10/30/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE				10/31/2017	
PR	_____	009-RFR ROUGH FRAMING	20170576	921 PURCELL ST	64		10/03/2017
PR	_____	010-REL ROUGH ELECTRICAL					10/03/2017
PR	_____	011-RMC ROUGH MECHANICAL					10/03/2017
PR	_____	012-PLR PLUMBING - ROUGH					10/03/2017
BC	_____	013-INS INSULATION					10/09/2017
		Comments1: NEED FOAM INSULATION TOP OF PATIO DOOR A					
		Comments2: ND AROUND TRANSOM WINDOW					
PR	_____	009-PLR PLUMBING - ROUGH	20170577	1006 S CARLY CIR	112		10/26/2017
PR	_____	010-REL ROUGH ELECTRICAL					10/26/2017
PR	_____	011-RMC ROUGH MECHANICAL					10/26/2017
PR	_____	012-RFR ROUGH FRAMING					10/26/2017
_____	_____	013-WKS PUBLIC & SERVICE WALKS				10/31/2017	
PR	_____	009-REL ROUGH ELECTRICAL	20170578	948 PURCELL ST	83		10/11/2017
PR	_____	010-RFR ROUGH FRAMING					10/11/2017
PR	_____	011-RMC ROUGH MECHANICAL					10/11/2017
PR	_____	012-PLR PLUMBING - ROUGH					10/11/2017
PR	_____	013-INS INSULATION					10/16/2017

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_____	_____	014-WKS PUBLIC & SERVICE WALKS				10/31/2017	
PR	_____	006-BSM BASEMENT FLOOR	20170585	1321 SPRING ST	168		10/03/2017
BC	_____	007-PPS PRE-POUR, SLAB ON GRADE					10/16/2017
BC	_____	008-GAR GARAGE FLOOR					10/16/2017
BC	_____	PM 009-INS INSULATION Comments1: 1-FILL GAPS ON EACH SIDE OF TRANSOM WIND Comments2: OW 2ND FLOOR BATH WEST SIDE. 2-FILL LARG Comments3: E GAPS BETWEEN CRIPPLE WALL & FOUNDATION Comments4: WALL BASEMENT. 3-FILL GAS PIPE PENETRAT					10/20/2017
BC	_____	015-WKS PUBLIC & SERVICE WALKS					10/27/2017
PR	_____	007-RFR ROUGH FRAMING	20170586	2622 MCLELLAN BLVD	59		10/18/2017
PR	_____	008-REL ROUGH ELECTRICAL					10/18/2017
PR	_____	009-RMC ROUGH MECHANICAL					10/18/2017
PR	_____	010-PLR PLUMBING - ROUGH					10/18/2017
PR	_____	011-INS INSULATION					10/20/2017
TK	_____	017-EFL ENGINEERING - FINAL INSPE	20170593	3465 RYAN DR	4		10/31/2017
PR	_____	007-WKS PUBLIC & SERVICE WALKS	20170594	2611 MCLELLAN BLVD	42		10/06/2017
PR	_____	008-RMC ROUGH MECHANICAL					10/30/2017
PR	_____	009-REL ROUGH ELECTRICAL					10/30/2017
PR	_____	010-RFR ROUGH FRAMING					10/30/2017
PR	_____	011-PLR PLUMBING - ROUGH					10/30/2017
PR	_____	008-RFR ROUGH FRAMING	20170595	2587 LYMAN LOOP	39		10/24/2017
PR	_____	009-REL ROUGH ELECTRICAL					10/24/2017
PR	_____	010-RMC ROUGH MECHANICAL					10/24/2017
PR	_____	011-PLR PLUMBING - ROUGH					10/24/2017
BC	_____	012-INS INSULATION					10/27/2017

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BC	_____	001-FOU FOUNDATION	20170596	4485 E MILBROOK CIR	234		10/12/2017
BC	_____	003-BKF BACKFILL					10/18/2017
PR	_____	004-PLU PLUMBING - UNDERSLAB					10/23/2017
PR	_____	005-WAT WATER					10/18/2017
PR	_____	006-ESS ENGINEERING - STORM					10/18/2017
BC	_____	007-BGS BASEMENT GARAGE STOOPS					10/25/2017
BC	_____	001-FTG FOOTING	20170597	2838 SILVER SPRINGS CT	255		10/18/2017
PR	_____	002-FOU FOUNDATION					10/20/2017
PR	_____	003-PLU PLUMBING - UNDERSLAB				10/31/2017	
BC	_____	004-BKF BACKFILL					10/27/2017
_____	_____	005-BGS BASEMENT GARAGE STOOPS				10/31/2017	
PR	_____	006-ESS ENGINEERING - STORM					10/30/2017
PR	_____	007-WAT WATER					10/30/2017
BC	_____	001-FTG FOOTING	20170599	2824 SILVER SPRINGS CT	259		10/18/2017
PR	_____	002-FOU FOUNDATION					10/20/2017
PR	_____	003-PLU PLUMBING - UNDERSLAB				10/31/2017	
BC	_____	004-BKF BACKFILL					10/27/2017
_____	_____	005-BGS BASEMENT GARAGE STOOPS				10/31/2017	
PR	_____	006-ESS ENGINEERING - STORM					10/30/2017
PR	_____	007-WAT WATER					10/30/2017
BC	_____	001-FOU FOUNDATION	20170600	4481 E MILLBROOK CIR	233		10/13/2017
BC	_____	003-BKF BACKFILL					10/18/2017
PR	_____	004-PLU PLUMBING - UNDERSLAB					10/23/2017
PR	_____	005-WAT WATER					10/18/2017



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PR	_____	006-ESS ENGINEERING - STORM					10/18/2017
BC	_____	007-BGS BASEMENT GARAGE STOOPS					10/25/2017
PR	_____	001-FTG FOOTING	20170601	7525 MUSTANG WAY			10/24/2017
BC	_____	003-FTG FOOTING					10/27/2017
PR	_____	008-RFR ROUGH FRAMING	20170608	2846 CRANSTON CIR	95		10/03/2017
PR	_____	009-REL ROUGH ELECTRICAL					10/03/2017
PR	_____	010-RMC ROUGH MECHANICAL					10/03/2017
PR	_____	011-PLR PLUMBING - ROUGH					10/03/2017
PR	_____	012-INS INSULATION					10/05/2017
PR	_____	013-WKS PUBLIC & SERVICE WALKS					10/20/2017
PR	_____	001-FOU FOUNDATION	20170611	2866 CRANSTON CIR	93		10/16/2017
PR	_____	003-ESS ENGINEERING - STORM					10/17/2017
PR	_____	004-WAT WATER					10/17/2017
BC	_____	AM 005-BKF BACKFILL					10/23/2017
PR	_____	AM 006-PLU PLUMBING - UNDERSLAB					10/26/2017
PR	_____	002-FOU FOUNDATION	20170612	2836 CRANSTON CIR	96		10/04/2017
PR	_____	003-BKF BACKFILL					10/09/2017
PR	_____	004-WAT WATER					10/10/2017
PR	_____	005-PLU PLUMBING - UNDERSLAB					10/17/2017
PR	_____	006-BGS BASEMENT GARAGE STOOPS					10/19/2017
PR	_____	007-ESS ENGINEERING - STORM					10/19/2017
PR	_____	008-RFR ROUGH FRAMING	20170614	2736 CRANSTON CIR	117		10/30/2017
PR	_____	009-REL ROUGH ELECTRICAL					10/30/2017
PR	_____	010-PLR PLUMBING - ROUGH					10/30/2017

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PR	_____	011-RMC ROUGH MECHANICAL					10/30/2017
PR	_____	005-PLU PLUMBING - UNDERSLAB	20170616	2728 CRANSTON CIR	119		10/04/2017
PR	_____	008-RFR ROUGH FRAMING	20170617	2707 CRANSTON CIR	123		10/24/2017
PR	_____	009-REL ROUGH ELECTRICAL					10/24/2017
PR	_____	010-RMC ROUGH MECHANICAL					10/24/2017
PR	_____	011-PLR PLUMBING - ROUGH					10/24/2017
PR	_____	012-INS INSULATION					10/26/2017
PR	_____	004-PLU PLUMBING - UNDERSLAB	20170618	2299 GRANDE TRAIL CT	172		10/04/2017
PR	_____	006-ESS ENGINEERING - STORM					10/05/2017
PR	_____	007-WAT WATER					10/05/2017
PR	_____	003-ESS ENGINEERING - STORM	20170619	2298 GRANDE TRAIL CT	173		10/05/2017
PR	_____	004-WAT WATER					10/05/2017
PR	_____	006-PLU PLUMBING - UNDERSLAB					10/11/2017
PR	_____	007-BGS BASEMENT GARAGE STOOPS					10/19/2017
BC	_____	002-PHD POST HOLE - DECK	20170626	649 WHITE OAK WAY	10		10/23/2017
BC	_____	003-RFR ROUGH FRAMING					10/30/2017
BC	_____	004-REL ROUGH ELECTRICAL					10/30/2017
PR	_____	011-RMC ROUGH MECHANICAL	20170633	554 SHADOW WOOD DR	97		10/17/2017
BC	_____	013-WKS PUBLIC & SERVICE WALKS					10/26/2017
PR	_____	008-RFR ROUGH FRAMING	20170641	495 WINDETT RIDGE RD	67		10/17/2017
PR	_____	009-REL ROUGH ELECTRICAL					10/17/2017
PR	_____	010-RMC ROUGH MECHANICAL					10/17/2017
PR	_____	011-PLR PLUMBING - ROUGH					10/17/2017
BC	_____	012-INS INSULATION					10/19/2017

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BC	_____	013-STP STOOP					10/19/2017
PR	_____	006-BSM BASEMENT FLOOR	20170645	1985 MEADOWLARK LN	115		10/03/2017
PR	_____	009-RFR ROUGH FRAMING					10/25/2017
PR	_____	010-REL ROUGH ELECTRICAL					10/25/2017
PR	_____	011-RMC ROUGH MECHANICAL					10/25/2017
PR	_____	012-PLR PLUMBING - ROUGH					10/25/2017
BC	_____	013-INS INSULATION Comments1: INSPECT BASEMENT AT FINAL					10/27/2017
BC	_____	005-BSM BASEMENT FLOOR Comments1: CRAWL	20170648	927 N CARLY CIR	128		10/13/2017
PR	_____	PM 005-PLU PLUMBING - UNDERSLAB	20170651	1954 SUNNY DELL CT	98		10/11/2017
PR	_____	006-PLR PLUMBING - ROUGH					10/11/2017
PR	_____	007-RMC ROUGH MECHANICAL					10/11/2017
PR	_____	008-REL ROUGH ELECTRICAL					10/11/2017
PR	_____	009-RFR ROUGH FRAMING					10/11/2017
BC	_____	010-INS INSULATION					10/13/2017
BC	_____	AM 011-BSM BASEMENT FLOOR					10/17/2017
BC	_____	013-PPS PRE-POUR, SLAB ON GRADE Comments1: BACK STOOP					10/27/2017
PR	12:00	001-FTG FOOTING	20170655	577 E KENDALL DR	4&5		10/19/2017
BC	_____	AM 005-FTG FOOTING				10/31/2017	
BC	_____	006-BSM BASEMENT FLOOR	20170662	2591 LYMAN LOOP	40		10/04/2017
BC	_____	007-GAR GARAGE FLOOR					10/04/2017
PR	_____	001-FTG FOOTING	20170670	3188 BOOMBAH BLVD	134		10/04/2017
PR	_____	002-FOU FOUNDATION					10/05/2017
BC	_____	003-BKF BACKFILL					10/11/2017

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PR	_____	004-PLU PLUMBING - UNDERSLAB					10/17/2017
BC	_____	007-BGS BASEMENT GARAGE STOOPS Comments1: CRAWL					10/18/2017
PR	_____	002-PLU PLUMBING - UNDERSLAB	20170671	472 SHADOW WOOD DR	104		10/09/2017
PR	_____	003-BKF BACKFILL					10/04/2017
PR	_____	005-ESS ENGINEERING - STORM					10/04/2017
PR	_____	006-ESW ENGINEERING - SEWER / WAT					10/04/2017
BC	_____	001-FIN FINAL INSPECTION	20170672	510 HAWTHORNE CT	11		10/19/2017
PR	_____	005-PLU PLUMBING - UNDERSLAB	20170683	2453 WILTON CT	129		10/03/2017
BC	_____	006-BSM BASEMENT FLOOR					10/11/2017
BC	_____	007-GAR GARAGE FLOOR					10/11/2017
BC	_____	002-FIN FINAL INSPECTION	20170706	706 HEUSTIS ST			10/18/2017
PR	_____	002-PLU PLUMBING - UNDERSLAB	20170720	365 SHADOW WOOD DR	123		10/09/2017
PR	_____	003-BKF BACKFILL					10/04/2017
PR	_____	005-ESS ENGINEERING - STORM					10/04/2017
PR	_____	006-ESW ENGINEERING - SEWER / WAT					10/04/2017
BC	_____	002-FIN FINAL INSPECTION	20170724	1222 MARKETPLACE DR			10/19/2017
BC	_____	001-STP STOOP	20170731	1201 KATE DR	244		10/20/2017
BC	_____	002-PPS PRE-POUR, SLAB ON GRADE Comments1: ANCHOR PATIO TO FOUNDATION WALL USING #4 Comments2: REBAR					10/20/2017
BC	_____	003-REI REINSPECTION Comments1: PRE POUR PATIO					10/23/2017
PR	_____	003-WAT WATER	20170734	2184 BURR CT	9		10/06/2017
PR	_____	004-PLU PLUMBING - UNDERSLAB					10/06/2017
BC	_____	002-FIN FINAL INSPECTION	20170737	1222 MARKETPLACE DR		10/23/2017	

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PR	_____	AM 001-RFR ROUGH FRAMING Comments1: 1114-1134 BALCONIES	20170738	1222 MARKETPLACE DR			10/05/2017
BC	_____	002-FIN FINAL INSPECTION					10/27/2017
PR	_____	001-RFR ROUGH FRAMING	20170739	1222 MARKETPLACE DR			10/10/2017
BC	_____	002-FIN FINAL INSPECTION					10/19/2017
BC	_____	001-RFR ROUGH FRAMING Comments1: BALCONIES	20170740	1282 MARKETPLACE DR			10/19/2017
BC	_____	AM 001-RFR ROUGH FRAMING	20170741	1282 MARKETPLACE DR			10/27/2017
BC	_____	001-PHF POST HOLE - FENCE	20170749	2372 EMERALD LANE	29		10/09/2017
BC	_____	003-FIN FINAL INSPECTION	20170750	304 BLAINE ST			10/18/2017
BC	_____	AM 001-PHF POST HOLE - FENCE	20170751	2662 BURR ST	5		10/19/2017
BC	_____	001-FTG FOOTING	20170759	584 WINDETT RIDGE RD	167		10/10/2017
BC	_____	003-BKF BACKFILL					10/23/2017
PR	_____	004-ESW ENGINEERING - SEWER / WAT					10/23/2017
BC	_____	003-BKF BACKFILL	20170760	2633 FAIRFAX WAY	254		10/09/2017
PR	_____	004-PLU PLUMBING - UNDERSLAB					10/12/2017
BC	_____	005-BSM BASEMENT FLOOR					10/17/2017
BC	_____	006-GAR GARAGE FLOOR					10/17/2017
PR	_____	001-FTG FOOTING	20170762	3173 PINWOOD DR	28		10/04/2017
PR	_____	002-FOU FOUNDATION					10/05/2017
PR	_____	003-ESS ENGINEERING - STORM					10/11/2017
PR	_____	004-ESW ENGINEERING - SEWER / WAT					10/11/2017
PR	_____	006-PLU PLUMBING - UNDERSLAB					10/17/2017
BC	_____	007-BGS BASEMENT GARAGE STOOPS Comments1: CRAWL					10/18/2017
PR	_____	002-BKF BACKFILL	20170766	709 HEUSTIS ST	4		10/02/2017

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BC	_____	001-FIN FINAL INSPECTION	20170768	1277 CHESTNUT LN	1		10/08/2017
PR	_____	001-PHF POST HOLE - FENCE	20170774	304 MCHUGH RD	2		10/04/2017
PR	_____	001-FTG FOOTING	20170778	2798 CRANSTON CIR	98		10/09/2017
BC	_____	AM 002-FOU FOUNDATION					10/12/2017
PR	_____	003-WAT WATER					10/17/2017
PR	_____	004-ESS ENGINEERING - STORM					10/17/2017
PR	_____	002-WAT WATER	20170779	2726 CRANSTON CIR	120		10/10/2017
BC	_____	004-BKF BACKFILL					10/12/2017
PR	_____	005-PLU PLUMBING - UNDERSLAB					10/16/2017
PR	_____	006-BGS BASEMENT GARAGE STOOPS					10/17/2017
PR	_____	007-ESS ENGINEERING - STORM					10/19/2017
PR	_____	001-FTG FOOTING	20170781	958 PURCELL ST	84		10/02/2017
PR	_____	002-FOU FOUNDATION					10/05/2017
PR	_____	003-BKF BACKFILL					10/10/2017
BC	_____	001-PPS PRE-POUR, SLAB ON GRADE	20170783	2607 OVERLOOK CT	26		10/12/2017
BC	_____	003-FIN FINAL INSPECTION	20170785	206 FAIRHAVEN DR			10/09/2017
BC	_____	002-FIN FINAL INSPECTION	20170790	2641 FAIRFAX WAY	255		10/12/2017
BC	_____	001-FIN FINAL INSPECTION	20170791	2641 FAIRFAX WAY	255		10/12/2017
BC	_____	001-PHF POST HOLE - FENCE	20170793	1974 CONEFLOWER CT	150		10/11/2017
PR	_____	001-PPS PRE-POUR, SLAB ON GRADE	20170801	2992 ELLSWORTH DR	347		10/03/2017
BC	_____	001-PHF POST HOLE - FENCE	20170804	2726 ELDEN DR.	277		10/13/2017
BC	_____	001-FTG FOOTING	20170806	811 CAULFIELD PT	107		10/07/2017
BC	_____	002-FOU FOUNDATION					10/10/2017
BC	_____	003-BKF BACKFILL					10/16/2017

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BC	_____	001-FTG FOOTING	20170807	2465 WILTON CT	128		10/09/2017
BC	_____	002-FOU FOUNDATION					10/12/2017
BC	_____	003-BKF BACKFILL					10/17/2017
PR	_____	004-ESW ENGINEERING - SEWER / WAT					10/23/2017
BC	_____	003-FIN FINAL INSPECTION	20170809	243 WINDHAM CIR	45		10/19/2017
BC	_____	001-PHF POST HOLE - FENCE	20170810	2209 MEADOWVIEW LN	58		10/11/2017
BC	_____	002-FIN FINAL INSPECTION					10/17/2017
BC	_____	001-PHF POST HOLE - FENCE	20170812	885 FLINT CREEK LN	126		10/16/2017
BC	_____	001-PHF POST HOLE - FENCE	20170813	2948 GRANDE TR	420		10/30/2017
BC	10:00	001-ROF ROOF UNDERLAYMENT ICE & W	20170815	1449 ASPEN LN			10/11/2017
BC	_____	001-PHF POST HOLE - FENCE	20170821	402 MORGAN ST			10/18/2017
BC	_____	001-PHF POST HOLE - FENCE	20170823	322 RYAN CT	7		10/30/2017
BC	_____	001-FIN FINAL INSPECTION	20170828	520 E KENDALL DR	3		10/19/2017
BC	_____	001-FIN FINAL INSPECTION	20170829	310 TWINLEAF TR	73		10/25/2017
BC	_____	001-PHF POST HOLE - FENCE	20170831	877 GREENFIELD TURN	41		10/20/2017
BC	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20170849	102 W COUNTRYSIDE PKWY			10/17/2017
BC	10:30	001-ROF ROOF UNDERLAYMENT ICE & W	20170853	664 WHITE OAK WAY	3		10/20/2017
BC	_____ AM	001-ROF ROOF UNDERLAYMENT ICE & W	20170871	1879 WALSH DR	52		10/30/2017

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PERMIT TYPE SUMMARY:		ADD ADDITION			5		
		APT APARTMENT, CONDO			1		
		BDO COMMERCIAL BUILD-OUT			1		
		BIP BUILD INCENTIVE PROGRAM SFD			126		
		CCO COMMERCIAL OCCUPANCY PERMIT			1		
		COM COMMERCIAL BUILDING			14		
		DCK DECK			6		
		ESN ELECTRIC SIGN			1		
		FNC FENCE			12		
		IGP IN-GROUND POOL			1		
		MIS MISCELLANEOUS			1		
		MSC MISCELLANEOUS			2		
		PRG PERGOLA			1		
		PTO PATIO / PAVERS			6		
		REP REPAIR			8		
		ROF ROOFING			6		
		SFD SINGLE-FAMILY DETACHED			121		
		SHD SHED/ACCESSORY BUILDING			1		
		WIN WINDOW REPLACEMENT			1		
INSPECTION SUMMARY:		BGS BASEMENT GARAGE STOOPS			9		
		BKF BACKFILL			16		
		BSM BASEMENT FLOOR			7		
		EDA ENGINEERING - DRIVEWAY APRON			2		
		EFL ENGINEERING - FINAL INSPECTION			7		
		ESS ENGINEERING - STORM			13		
		ESW ENGINEERING - SEWER / WATER			5		
		FIN FINAL INSPECTION			34		
		FOU FOUNDATION			13		
		FTG FOOTING			13		
		GAR GARAGE FLOOR			4		
		INS INSULATION			15		
		PHD POST HOLE - DECK			2		
		PHF POST HOLE - FENCE			11		
		PLF PLUMBING - FINAL OSR READY			11		
		PLR PLUMBING - ROUGH			17		
		PLU PLUMBING - UNDERSLAB			18		
		PPS PRE-POUR, SLAB ON GRADE			10		
		REI REINSPECTION			9		
		REL ROUGH ELECTRICAL			19		
		RFR ROUGH FRAMING			23		
		RMC ROUGH MECHANICAL			18		
		ROF ROOF UNDERLAYMENT ICE & WATER			4		
		STP STOOP			5		
		WAT WATER			11		
		WKS PUBLIC & SERVICE WALKS			19		



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UNITED CITY OF YORKVILLE  
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INSPECTIONS SCHEDULED FROM 10/01/2017 TO 10/31/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
-----							
INSPECTOR SUMMARY:							
		BC	BOB CREADEUR		7		
		BKF	BRISTOL KENDALL FIRE DEPT		107		
		PR	PETER RATOS		1		
		PWK	PUBLIC WORKS		187		
		TK	TOM KONEN		2		
					11		
STATUS SUMMARY:							
	A	BC			2		
	A	PR			1		
	C	BC			28		
	C	BKF			1		
	C	PR			13		
	C	TK			9		
	I				6		
	I	BC			77		
	I	PR			161		
	I	TK			2		
	T				1		
	T	PR			12		
	T	PWK			2		
REPORT SUMMARY:					315		

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	016-FIN FINAL INSPECTION	20160883	672 WINDETT RIDGE RD	152		11/07/2017
PR	_____	017-PLF PLUMBING - FINAL OSR READ					11/07/2017
TK	_____	018-EFL ENGINEERING - FINAL INSPE					11/08/2017
PR	_____	025-PLR PLUMBING - ROUGH	20160894	1050 FREEMONT ST			11/03/2017
PR	_____	026-RFR ROUGH FRAMING					11/15/2017
PR	_____	019-FIN FINAL INSPECTION	20170061	2004 PRAIRIE GRASS LN	50		11/15/2017
PR	_____	020-PLF PLUMBING - FINAL OSR READ					11/15/2017
TK	_____	021-EFL ENGINEERING - FINAL INSPE					11/15/2017
PR	13:30	004-FIN FINAL INSPECTION	20170098	1800 MARKETVIEW DR	4		11/09/2017
BC	_____	004-FIN FINAL INSPECTION	20170186	208 SPRUCE CT	22		11/16/2017
PR	_____	017-FIN FINAL INSPECTION	20170214	2631 MCLELLAN BLVD	44		11/16/2017
PR	_____	018-PLF PLUMBING - FINAL OSR READ					11/16/2017
BC	_____	001-FIN FINAL INSPECTION	20170230	806 E SPRING ST			11/21/2017
PR	_____	016-FIN FINAL INSPECTION Comments1: NOT READY	20170265	512 E MAIN ST	2	11/22/2017	
PR	_____	017-PLF PLUMBING - FINAL OSR READ Comments1: NOT READY				11/22/2017	
TK	_____	018-EFL ENGINEERING - FINAL INSPE Comments1: BBOX BELOW GRADE, CONCRETE TO BE COMPLET Comments2: ED (SEE ERIC'S EMAIL)					11/29/2017
TK	_____	018-EFL ENGINEERING - FINAL INSPE	20170283	1012 N CARLY CIR	58		11/16/2017
BC	_____	003-FIN FINAL INSPECTION	20170295	642 OMAHA DR	55		11/02/2017
PR	_____	013-FIN FINAL INSPECTION	20170307	2739 CRANSTON CIR	128		11/09/2017
PR	_____	014-PLF PLUMBING - FINAL OSR READ					11/09/2017
PR	_____	012-FIN FINAL INSPECTION	20170310	2757 CRANSTON CIR	131		11/09/2017
PR	_____	013-PLF PLUMBING - FINAL OSR READ					11/09/2017

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TK	_____	014-EFL ENGINEERING - FINAL INSPE					11/14/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE	20170315	2293 GRANDE TR CT	170		11/07/2017
BC	13:00	005-FIN FINAL INSPECTION	20170350	728 E VETERANS PKWY 116			11/28/2017
PR	_____	013-FIN FINAL INSPECTION	20170375	2652 MCLELLAN BLVD	55		11/06/2017
TK	_____	014-EFL ENGINEERING - FINAL INSPE	20170393	3405 RYAN DR	10		11/21/2017
PR	_____	015-FIN FINAL INSPECTION					11/21/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ					11/21/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ	20170395	312 RYAN CT	72		11/08/2017
TK	_____	017-EFL ENGINEERING - FINAL INSPE				11/08/2017	
PR	_____	014-FIN FINAL INSPECTION	20170409	987 N CARLY CIR	122		11/08/2017
PR	_____	015-PLF PLUMBING - FINAL OSR READ					11/08/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE Comments1: FINAL GRADE					11/08/2017
PR	_____	014-FIN FINAL INSPECTION	20170460	1036 N CARLY CIR	59		11/15/2017
PR	_____	015-PLF PLUMBING - FINAL OSR READ					11/15/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE Comments1: PARKWAY TREE, SIDEWALK NOT COMPLETE, GRA Comments2: DING NOT COMPLETE					11/16/2017
BC	_____	014-WKS PUBLIC & SERVICE WALKS	20170461	1027 N CARLY CIR	118		11/01/2017
PR	_____	014-FIN FINAL INSPECTION	20170462	961 PURCELL ST	60		11/14/2017
PR	_____	015-PLF PLUMBING - FINAL OSR READ					11/14/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE					11/16/2017
PR	_____	003-PLU PLUMBING - UNDERSLAB	20170494	602 WINDETT RIDGE RD	159	11/15/2017	
PR	_____	004-ESW ENGINEERING - SEWER / WAT					11/14/2017
PR	_____	014-FIN FINAL INSPECTION Comments1: CHECK POWER TO GARBAGE DISPOSAL IN SINK	20170508	437 SUTTON ST	206		11/07/2017

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	015-PLF PLUMBING - FINAL OSR READ					11/07/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE				11/08/2017	
BC	_____	003-RFR ROUGH FRAMING	20170524	1800 MARKETVIEW DR	4		11/07/2017
BC	_____	015-PHD POST HOLE - DECK	20170546	522 WINDETT RIDGE RD	172		11/07/2017
BC	_____	016-WKS PUBLIC & SERVICE WALKS					11/20/2017
PR	_____	015-FIN FINAL INSPECTION	20170547	702 KENTSHIRE DR	120		11/07/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ					11/07/2017
TK	_____	017-EFL ENGINEERING - FINAL INSPE				11/08/2017	
PR	_____	018-SUM SUMP					11/14/2017
BC	_____	013-WKS PUBLIC & SERVICE WALKS	20170548	2563 FAIRFAX WAY	248		11/07/2017
BC	_____	014-PHD POST HOLE - DECK					11/07/2017
BC	_____	014-PHD POST HOLE - DECK	20170549	2601 FAIRFAX WAY	250		11/07/2017
PR	_____	015-SUM SUMP					11/14/2017
PR	_____	016-FIN FINAL INSPECTION					11/21/2017
PR	_____	017-PLF PLUMBING - FINAL OSR READ					11/21/2017
TK	_____	018-EFL ENGINEERING - FINAL INSPE				11/21/2017	
PR	_____	017-FIN FINAL INSPECTION	20170550	2629 FAIRFAX WAY	253		11/07/2017
PR	_____	018-PLF PLUMBING - FINAL OSR READ					11/07/2017
TK	_____	019-EFL ENGINEERING - FINAL INSPE				11/08/2017	
PR	_____	020-SUM SUMP					11/14/2017
BC	_____	015-WKS PUBLIC & SERVICE WALKS	20170576	921 PURCELL ST	64		11/01/2017
PR	_____	014-INS INSULATION	20170577	1006 S CARLY CIR	112		11/02/2017
PR	14:30	005-FIN FINAL INSPECTION	20170581	2931 OLD GLORY DR	250		11/08/2017
PR	_____	006-PLF PLUMBING - FINAL OSR READ					11/08/2017

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	015-FIN FINAL INSPECTION	20170593	3465 RYAN DR	4		11/01/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ					11/01/2017
BC	_____	012-INS INSULATION	20170594	2611 MCLELLAN BLVD	42		11/01/2017
BC	_____	013-WKS PUBLIC & SERVICE WALKS					11/08/2017
BC	_____	013-WKS PUBLIC & SERVICE WALKS	20170595	2587 LYMAN LOOP	39		11/08/2017
PR	_____	009-RFR ROUGH FRAMING	20170596	4485 E MILBROOK CIR	234		11/15/2017
PR	_____	010-REL ROUGH ELECTRICAL					11/15/2017
PR	_____	011-RMC ROUGH MECHANICAL					11/15/2017
PR	_____	012-PLR PLUMBING - ROUGH Comments1: STACK					11/13/2017
BC	_____	013-WKS PUBLIC & SERVICE WALKS					11/13/2017
BC	_____	008-WKS PUBLIC & SERVICE WALKS	20170597	2838 SILVER SPRINGS CT	255		11/13/2017
PR	_____	009-INS INSULATION					11/22/2017
PR	_____	010-STK STACK TEST					11/22/2017
PR	_____	011-RFR ROUGH FRAMING					11/20/2017
PR	_____	012-REL ROUGH ELECTRICAL					11/20/2017
PR	_____	013-RMC ROUGH MECHANICAL					11/20/2017
PR	_____	014-PLR PLUMBING - ROUGH					11/20/2017
BC	_____	AM 009-WKS PUBLIC & SERVICE WALKS	20170599	2824 SILVER SPRINGS CT	259		11/13/2017
PR	_____	010-INS INSULATION					11/27/2017
PR	_____	011-STK STACK TEST					11/27/2017
PR	_____	012-RFR ROUGH FRAMING					11/21/2017
PR	_____	013-REL ROUGH ELECTRICAL					11/21/2017
PR	_____	014-RMC ROUGH MECHANICAL					11/21/2017
PR	_____	015-PLR PLUMBING - ROUGH					11/21/2017

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	008-INS INSULATION	20170600	4481 E MILLBROOK CIR	233		11/15/2017
PR	_____	009-RFR ROUGH FRAMING				11/13/2017	
PR	_____	010-REL ROUGH ELECTRICAL				11/13/2017	
PR	_____	011-RMC ROUGH MECHANICAL				11/13/2017	
PR	_____	012-PLR PLUMBING - ROUGH				11/13/2017	
PR	_____	004-FTG FOOTING	20170601	7525 MUSTANG WAY			11/02/2017
PR	_____	005-FTG FOOTING					11/06/2017
PR	_____	014-FIN FINAL INSPECTION	20170608	2846 CRANSTON CIR	95		11/21/2017
PR	_____	015-PLF PLUMBING - FINAL OSR READ					11/21/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE				11/21/2017	
BC	_____	007-BGS BASEMENT GARAGE STOOPS	20170611	2866 CRANSTON CIR	93		11/02/2017
PR	_____	012-INS INSULATION	20170614	2736 CRANSTON CIR	117		11/01/2017
PR	_____	008-INS INSULATION	20170615	2732 CRANSTON CIR	118		11/08/2017
PR	_____	009-REL ROUGH ELECTRICAL					11/06/2017
PR	_____	010-RMC ROUGH MECHANICAL					11/06/2017
PR	_____	011-RFR ROUGH FRAMING					11/06/2017
PR	_____	012-PLR PLUMBING - ROUGH					11/06/2017
PR	_____	008-RFR ROUGH FRAMING	20170616	2728 CRANSTON CIR	119		11/09/2017
PR	_____	009-REL ROUGH ELECTRICAL					11/09/2017
PR	_____	010-RMC ROUGH MECHANICAL					11/09/2017
PR	_____	011-PLR PLUMBING - ROUGH					11/09/2017
BC	_____	012-INS INSULATION					11/13/2017
PR	_____	009-RFR ROUGH FRAMING	20170618	2299 GRANDE TRAIL CT	172		11/21/2017
PR	_____	010-REL ROUGH ELECTRICAL					11/21/2017

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INSPECTIONS SCHEDULED FROM 11/01/2017 TO 11/30/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	_____	011-RMC ROUGH MECHANICAL					11/21/2017
PR	_____	012-PLR PLUMBING - ROUGH					11/21/2017
BC	_____	005-INS INSULATION	20170626	649 WHITE OAK WAY	10		11/08/2017
BC	_____	006-FIN FINAL INSPECTION					11/20/2017
PR	_____	015-FIN FINAL INSPECTION	20170633	554 SHADOW WOOD DR	97		11/27/2017
PR	_____	016-PLF PLUMBING - FINAL OSR READ					11/27/2017
TK	_____	017-EFL ENGINEERING - FINAL INSPE					11/27/2017
TK	_____	016-EFL ENGINEERING - FINAL INSPE	20170634	3311 CALEDONIA DR	75		11/09/2017
PR	_____	018-PLF PLUMBING - FINAL OSR READ					11/09/2017
TK	_____	019-REI REINSPECTION					11/20/2017
BC	_____	014-WKS PUBLIC & SERVICE WALKS	20170641	495 WINDETT RIDGE RD	67		11/07/2017
BC	_____	015-PHD POST HOLE - DECK					11/07/2017
BC	_____	014-WKS PUBLIC & SERVICE WALKS	20170645	1985 MEADOWLARK LN	115		11/07/2017
PR	_____	007-BSM BASEMENT FLOOR	20170652	338 WESTWIND DR	6		11/02/2017
BC	_____	008-EPW ENGINEERING- PUBLIC WALK					11/07/2017
BC	_____	AM 006-PPW PRE-POUR, WALL STEEL	20170655	577 E KENDALL DR	4&5		11/02/2017
BC	_____	008-WKS PUBLIC & SERVICE WALKS	20170662	2591 LYMAN LOOP	40		11/08/2017
PR	_____	009-RFR ROUGH FRAMING					11/08/2017
PR	_____	010-REL ROUGH ELECTRICAL					11/08/2017
PR	_____	011-RMC ROUGH MECHANICAL					11/08/2017
PR	_____	012-PLR PLUMBING - ROUGH					11/08/2017
BC	_____	013-INS INSULATION					11/13/2017
BC	_____	002-FIN FINAL INSPECTION	20170669	2096 NORTHLAND LN	83		11/20/2017
		Comments1: 11 POST CAPS MISSING. TO B INSTALLED LAT					
		Comments2: ER THIS WEEK.					

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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	003-FIN FINAL INSPECTION					11/29/2017
PR	_____	008-PLR PLUMBING - ROUGH	20170670	3188 BOOMBAH BLVD	134		11/09/2017
PR	_____	009-RFR ROUGH FRAMING					11/13/2017
PR	_____	010-REL ROUGH ELECTRICAL					11/13/2017
PR	_____	011-RMC ROUGH MECHANICAL					11/13/2017
PR	_____	012-PLR PLUMBING - ROUGH					11/13/2017
PR	_____	013-INS INSULATION					11/15/2017
BC	_____	009-WKS PUBLIC & SERVICE WALKS	20170671	472 SHADOW WOOD DR	104	11/09/2017	
BC	_____	008-WKS PUBLIC & SERVICE WALKS	20170683	2453 WILTON CT	129		11/07/2017
		Comments1: PARTIAL					
PR	_____	009-RFR ROUGH FRAMING					11/07/2017
PR	_____	010-REL ROUGH ELECTRICAL					11/07/2017
PR	_____	011-RMC ROUGH MECHANICAL					11/07/2017
PR	_____	012-PLR PLUMBING - ROUGH					11/07/2017
BC	_____	013-INS INSULATION					11/08/2017
PR	_____	015-SUM SUMP					11/14/2017
BC	_____	001-FIN FINAL INSPECTION	20170697	1442 ASPEN LN		11/30/2017	
PR	_____	008-RFR ROUGH FRAMING	20170720	365 SHADOW WOOD DR	123		11/01/2017
PR	_____	009-REL ROUGH ELECTRICAL					11/01/2017
PR	_____	010-RMC ROUGH MECHANICAL					11/01/2017
PR	_____	011-PLR PLUMBING - ROUGH					11/01/2017
		Comments1: STACK					
BC	_____	012-INS INSULATION					11/03/2017
BC	_____	013-WKS PUBLIC & SERVICE WALKS					11/14/2017
BC	_____	006-WKS PUBLIC & SERVICE WALKS	20170734	2184 BURR CT	9		11/08/2017



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INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	002-FIN FINAL INSPECTION	20170740	1282 MARKETPLACE DR 5			11/01/2017
BC	_____	002-FIN FINAL INSPECTION	20170741	1282 MARKETPLACE DR 6			11/06/2017
BC	_____	001-FIN FINAL INSPECTION	20170742	1352 MARKETPLACE DR 7			11/15/2017
BC	_____	001-RFR ROUGH FRAMING Comments1: 3212,3222,3232	20170743	1352 MARKETPLACE DR 8			11/06/2017
BC	_____	003-FIN FINAL INSPECTION					11/21/2017
PR	_____	001-RFR ROUGH FRAMING Comments1: 3113-3133	20170744	1352 MARKETPLACE DR 9			11/15/2017
BC	_____	002-FIN FINAL INSPECTION					11/28/2017
BC	_____	001-RFR ROUGH FRAMING	20170745	1332 MARKETPLACE DR 10			11/27/2017
BC	_____	002-FIN FINAL INSPECTION	20170751	2662 BURR ST	5		11/06/2017
BC	_____	006-BSM BASEMENT FLOOR	20170759	584 WINDETT RIDGE RD	167		11/06/2017
BC	_____	007-GAR GARAGE FLOOR					11/07/2016
PR	_____	007-SUM SUMP	20170760	2633 FAIRFAX WAY	254		11/14/2017
PR	_____	008-RFR ROUGH FRAMING					11/15/2017
PR	_____	009-REL ROUGH ELECTRICAL					11/15/2017
PR	_____	010-RMC ROUGH MECHANICAL					11/15/2017
PR	_____	011-PLR PLUMBING - ROUGH					11/15/2017
PR	_____	012-INS INSULATION					11/17/2017
BC	_____	013-WKS PUBLIC & SERVICE WALKS					11/21/2017
PR	_____	008-RFR ROUGH FRAMING	20170762	3173 PINWOOD DR	28		11/09/2017
PR	_____	009-REL ROUGH ELECTRICAL					11/09/2017
PR	_____	010-RMC ROUGH MECHANICAL					11/09/2017
PR	_____	011-PLR PLUMBING - ROUGH					11/09/2017
BC	_____	007-BGS BASEMENT GARAGE STOOPS	20170778	2798 CRANSTON CIR	98		11/01/2017

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PR	_____	008-RFR ROUGH FRAMING	20170779	2726 CRANSTON CIR	120		11/09/2017
PR	_____	009-REL ROUGH ELECTRICAL					11/09/2017
PR	_____	010-RMC ROUGH MECHANICAL					11/09/2017
PR	_____	011-PLR PLUMBING - ROUGH					11/09/2017
BC	_____	012-INS INSULATION					11/13/2017
BC	10:00	013-WKS PUBLIC & SERVICE WALKS					11/22/2017
BC	_____	001-RFR ROUGH FRAMING	20170797	891 PARKSIDE LN	193		11/13/2017
BC	_____ PM	002-FIN FINAL INSPECTION					11/15/2017
BC	_____	006-BSM BASEMENT FLOOR	20170806	811 CAULFIELD PT	107		11/06/2017
BC	_____	007-GAR GARAGE FLOOR					11/06/2017
BC	_____	006-BSM BASEMENT FLOOR	20170807	2465 WILTON CT	128		11/06/2017
BC	_____	007-GAR GARAGE FLOOR					11/06/2017
BC	_____	002-FIN FINAL INSPECTION	20170813	2948 GRANDE TR	420		11/02/2017
BC	_____	001-FTG FOOTING	20170817	3178 BOOMBAH BLVD	131		11/01/2017
BC	_____	002-FOU FOUNDATION					11/02/2017
PR	_____	003-ESW ENGINEERING - SEWER / WAT					11/08/2017
PR	_____	004-ESS ENGINEERING - STORM					11/08/2017
BC	_____	006-BGS BASEMENT GARAGE STOOPS					11/15/2017
		Comments1: CRAWL					
BC	_____	002-FIN FINAL INSPECTION	20170818	584 W BARBERRY CIR	60		11/08/2017
PR	_____	001-FTG FOOTING	20170822	514 E MAIN ST	3		11/14/2017
PR	11:00	002-FOU FOUNDATION					11/16/2017
BC	_____	002-FIN FINAL INSPECTION	20170823	322 RYAN CT	7		11/09/2017
PR	_____	002-FTG FOOTING	20170830	308 WESTWIND DR	2		11/14/2017
PR	_____	003-BKF BACKFILL					11/28/2017

DATE: 12/01/2017  
TIME: 11:31:33  
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE  
CALLS FOR INSPECTION REPORT

PAGE: 10

INSPECTIONS SCHEDULED FROM 11/01/2017 TO 11/30/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
BC	_____	001-FIN FINAL INSPECTION	20170833	205 E SOMONAUK ST	1	11/30/2017	
PR	_____	001-SEW SEWER INSPECTION	20170836	331 WESTWIND DR	34		11/06/2017
PR	_____	002-WAT WATER					11/06/2017
PR	_____	003-FTG FOOTING					11/14/2017
PR	11:00	001-OCC OCCUPANCY INSPECTION	20170839	2625 N BRIDGE ST	0		11/09/2017
BC	_____ AM	001-FTG FOOTING	20170841	3161 LAUREN DR	87		11/21/2017
BC	_____ AM	002-FOU FOUNDATION					11/27/2017
PR	_____	003-ESW ENGINEERING - SEWER / WAT					11/29/2017
PR	_____	004-ESS ENGINEERING - STORM					11/29/2017
BC	_____ AM	001-FTG FOOTING	20170842	505 SHADOW WOOD DR	106		11/21/2017
BC	_____	002-FOU FOUNDATION					11/22/2017
PR	_____	003-ESS ENGINEERING - STORM					11/29/2017
PR	_____	004-ESW ENGINEERING - SEWER / WAT					11/29/2017
BC	_____	002-FIN FINAL INSPECTION	20170845	308 E VAN EMMON ST			11/08/2017
BC	_____	001-PHF POST HOLE - FENCE	20170848	2333 LAVENDER WAY	85		11/09/2017
BC	_____	002-FIN FINAL INSPECTION					11/15/2017
PR	_____ AM	001-PLU PLUMBING - UNDERSLAB	20170850	222-224 S BRIDGE ST			11/01/2017
PR	_____ AM	002-RFR ROUGH FRAMING					11/01/2017
PR	_____	003-REL ROUGH ELECTRICAL					11/06/2017
PR	_____	004-PLR PLUMBING - ROUGH					11/06/2017
BC	_____	001-FTG FOOTING	20170859	982 N CARLY CIR	57		11/06/2017
BC	_____	002-FOU FOUNDATION					11/08/2017
BC	_____	003-BKF BACKFILL					11/15/2017
BC	_____	001-FIN FINAL INSPECTION	20170861	541 W BARBERRY CIR	43		11/27/2017
		Comments1: CALL INSTALLER RE: CAULKING OVER TOP OF					
		Comments2: ARCHED WINDOW					

DATE: 12/01/2017  
TIME: 11:31:33  
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE  
CALLS FOR INSPECTION REPORT

PAGE: 11

INSPECTIONS SCHEDULED FROM 11/01/2017 TO 11/30/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
PR	13:00	001-FIN FINAL INSPECTION	20170863	129 COMMERCIAL DR			11/02/2017
MT	_____	002-FIN FINAL INSPECTION				11/02/2017	
BC	_____	001-OCC OCCUPANCY INSPECTION Comments1: ELECTRICAL	20170869	1111 S BRIDGE ST			11/15/2017
BKF	_____	002-OCC OCCUPANCY INSPECTION					11/15/2017
BC	_____	002-FIN FINAL INSPECTION	20170871	1879 WALSH DR	52		11/03/2017
BC	_____	002-FIN FINAL INSPECTION	20170874	415 DOVER CT N	29	11/30/2017	
PR	_____	001-FIN FINAL INSPECTION	20170878	2191 BURR CT	7		11/17/2017
BC	_____	001-ROF ROOF UNDERLAYMENT ICE & W Comments1: VOID PERMIT	20170879	1733 JOHN ST	186	11/03/2017	
BC	_____	002-FIN FINAL INSPECTION Comments1: VOID PERMIT				11/09/2017	
BC	12:00	001-PHD POST HOLE - DECK	20170883	2905 GRANDE TR	375		11/09/2017
BC	11:00	002-RFR ROUGH FRAMING					11/20/2017
BC	_____	003-FIN FINAL INSPECTION					11/29/2017
BC	_____	001-FIN FINAL INSPECTION	20170885	302 BLAINE ST	5		11/22/2017
BC	_____	001-ROF ROOF UNDERLAYMENT ICE & W	20170892	225 HILLCREST AVE			11/13/2017
BC	_____	002-FIN FINAL INSPECTION					11/16/2017
PR	_____	001-FIN FINAL INSPECTION	20170893	101 W VAN EMMON ST			11/27/2017
BC	11:00	001-PHF POST HOLE - FENCE	20170898	706 MORGAN ST			11/28/2017

DATE: 12/01/2017  
TIME: 11:31:33  
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE  
CALLS FOR INSPECTION REPORT

PAGE: 12

INSPECTIONS SCHEDULED FROM 11/01/2017 TO 11/30/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
-----							
PERMIT TYPE SUMMARY:		ADD ADDITION			3		
		APT APARTMENT, CONDO			2		
		BIP BUILD INCENTIVE PROGRAM SFD			83		
		BSM BASEMENT REMODEL			2		
		CCO COMMERCIAL OCCUPANCY PERMIT			6		
		COM COMMERCIAL BUILDING			3		
		CRM COMMERCIAL REMODEL			6		
		DCK DECK			4		
		FNC FENCE			10		
		GAR GARAGE			2		
		GEN STAND BY GENERATOR			1		
		IGP IN-GROUND POOL			1		
		MSC MISCELLANEOUS			2		
		PTO PATIO / PAVERS			1		
		REP REPAIR			8		
		ROF ROOFING			8		
		SFD SINGLE-FAMILY DETACHED			106		
		SID SIDING			1		
		WIN WINDOW REPLACEMENT			1		
INSPECTION SUMMARY:		BGS BASEMENT GARAGE STOOPS			3		
		BKF BACKFILL			2		
		BSM BASEMENT FLOOR			4		
		EFL ENGINEERING - FINAL INSPECTION			18		
		EPW ENGINEERING- PUBLIC WALK			1		
		ESS ENGINEERING - STORM			3		
		ESW ENGINEERING - SEWER / WATER			4		
		FIN FINAL INSPECTION			52		
		FOU FOUNDATION			5		
		FTG FOOTING			9		
		GAR GARAGE FLOOR			3		
		INS INSULATION			15		
		OCC OCCUPANCY INSPECTION			3		
		PHD POST HOLE - DECK			5		
		PHF POST HOLE - FENCE			2		
		PLF PLUMBING - FINAL OSR READY			20		
		PLR PLUMBING - ROUGH			17		
		PLU PLUMBING - UNDERSLAB			2		
		PPW PRE-POUR, WALL STEEL			1		
		REI REINSPECTION			1		
		REL ROUGH ELECTRICAL			15		
		RFR ROUGH FRAMING			22		
		RMC ROUGH MECHANICAL			14		
		ROF ROOF UNDERLAYMENT ICE & WATER			2		
		SEW SEWER INSPECTION			1		
		STK STACK TEST			2		
		SUM SUMP			5		

DATE: 12/01/2017  
TIME: 11:31:33  
ID: PT4A0000.WOW

UNITED CITY OF YORKVILLE  
CALLS FOR INSPECTION REPORT

INSPECTIONS SCHEDULED FROM 11/01/2017 TO 11/30/2017

INSPECTOR	TIME	TYPE OF INSPECTION	PERMIT	ADDRESS	LOT	SCHED. DATE	COMP. DATE
-----							
		WAT WATER			1		
		WKS PUBLIC & SERVICE WALKS			18		
INSPECTOR SUMMARY:		BC BOB CREADEUR			88		
		BKF BRISTOL KENDALL FIRE DEPT			1		
		MT MICHAEL TORRENCE			1		
		PR PETER RATOS			141		
		TK TOM KONEN			19		
STATUS SUMMARY:	C	BC			25		
	C	BKF			1		
	C	PR			28		
	C	TK			12		
	I	BC			60		
	I	MT			1		
	I	PR			100		
	I	TK			2		
	T	BC			1		
	T	PR			13		
	T	TK			5		
	V	BC			2		
REPORT SUMMARY:					250		



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #3

Tracking Number

EDC 2018-03

### Agenda Item Summary Memo

**Title:** Property Maintenance Report for October and November 2017

**Meeting and Date:** Economic Development Committee – January 2, 2018

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Informational

**Council Action Requested:** None  
\_\_\_\_\_

**Submitted by:** Pete Ratos Community Development  
Name Department

#### Agenda Item Notes:

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\_\_\_\_\_  
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# Memorandum

To: Economic Development Committee  
From: Pete Ratons, Code Official  
CC: Bart Olson, Krysti Barksdale-Noble, Lisa Pickering  
Date: November 1, 2017  
Subject: October Property Maintenance

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## Property Maintenance Report October 2017

### Adjudication:

4 Property Maintenance Cases were heard in October

#### 10/2/2017

N 2688	02-08-100-006	Offensive Odor	Dismissed
N 3553	7311 S Bridge St	Weeds	Liable \$4,500
N 3566	122 Claremont Ct	Vehicles on Property	Dismissed

#### 10/23/2017

N 3573	8721 Route 126	Commercial Vehicles	Liable \$2,400
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## Case Report

10/01/2017 - 10/31/2017

Case #	Case Date	ADDRESS OF COMPLAINT	TYPE OF VIOLATION	STATUS	VIOLATION LETTER SENT	FOLLOW UP STATUS	CITATION ISSUED	DATE OF HEARING	POSTED	PUBLIC WORKS TO MOW
20170453	10/31/2017	509 W Washington St	Vehicle	IN VIOLATION	10/31/2017					
20170452	10/31/2017	408 Colton St	Vehicles	IN VIOLATION	10/31/2017					
20170451	10/30/2017	1426 Aspen Ln	Grass and Weeds	CLOSED						
20170450	10/27/2017	1056 Stillwater Ct	Vehicles	IN VIOLATION	10/30/2017					
20170449	10/26/2017	110 E FOX ST	3 FAMILIES IN ONE HOME	PENDING						
20170448	10/26/2017	Right of way	Snipe Signs	IN VIOLATION	10/27/2017					
20170447	10/26/2017	1411 Chestnut In	Work with out permit	CLOSED						
20170446	10/25/2017	305 Colton St	Dead tree	IN VIOLATION	10/25/2017					
20170445	10/24/2017	Lot in Liberty St	Weeds and Grass	IN VIOLATION					10/24/2017	
20170444	10/23/2017	107 Blackberry Ln	Vehicles	IN VIOLATION	10/25/2017					
20170443	10/23/2017	407 W Kendall Dr	Lights	PENDING						
20170441	10/19/2017	1122 W Veterans Pkwy	Weeds and Grass	IN VIOLATION	10/19/2017				10/19/2017	
20170440	10/17/2017	Lot 34 Cornerstone Dr	Weeds and Grass	CLOSED		COMPLIANT			10/16/2017	
20170439	10/17/2017	Lot 13 Westwind Dr	Weeds and Grass	CLOSED		COMPLIANT			10/16/2017	
20170438	10/17/2017	Lot 10 - 11 Westwind Dr	Weeds and Grass	CLOSED		COMPLIANT			10/16/2017	
20170435	10/16/2017	2339 TITUS DR	WEEDS GRASS, JUNK, REFUSE	IN VIOLATION					10/17/2017	
20170434	10/12/2017	2743 GOLDENROD DR	JUNK TRASH REFUSE	CLOSED		COMPLIANT				

20170433	10/12/2017	331 Westwind dr	Weeds and Grass	IN VIOLATION					10/12/2017	
20170432	10/12/2017	122 Claremont Ct	Vehicle	CLOSED						
20170431	10/11/2017	1102 Sunset Ave	Vehicle	IN VIOLATION	10/12/2017					
20170430	10/11/2017	302 W Somonauk St	Roof with out permit	CLOSED	10/17/2017	COMPLIANT				
20170429	10/11/2017	1008 Sunset Ave	Vehicle	IN VIOLATION	10/12/2017					
20170428	10/6/2017	802 Caulfield Pt	Sod Ban	IN VIOLATION		IN VIOLATION	10/9/2017	11/13/2017		
20170427	10/4/2017	1433 Chestnut Ln	Junk	CLOSED						
20170426	10/4/2017	305 E Fox St	Vehicle	CLOSED	10/4/2017					
20170425	10/3/2017	507 Heustis St	Vehicles	IN VIOLATION	10/4/2017					
20170424	10/3/2017	407 Colton St	Work with out permit	CLOSED						
20170423	10/3/2017	1192 Taus Cir	Weeds and Grass	CLOSED		COMPLIANT			10/2/2017	
20170422	10/3/2017	1142 Kate Dr	Weeds and Grass	CLOSED		COMPLIANT			10/2/2017	
20170421	10/3/2017	1386 Spring St	Weeds and Grass	CLOSED		COMPLIANT			10/2/2017	
20170420	10/3/2017	1312 E Spring St	Weeds and Grass	CLOSED		COMPLIANT			10/2/2017	

Total Records: 31

11/1/2017



# Memorandum

To: Economic Development Committee  
From: Pete Ratos, Code Official  
CC: Bart Olson, Krysti Barksdale-Noble, Lisa Pickering  
Date: November 28, 2017  
Subject: November Property Maintenance

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## Property Maintenance Report November 2017

### Adjudication:

6 Property Maintenance Cases were heard in November

#### 11/13/2017

N 3575	802 Caulfield Pt	Water Conservation	Dismissed
N 3576	306 E Orange St	Vehicles on Property	Dismissed

#### 11/20/2017

N 2701	1945 Marketview Dr	Prohibited Signs	Dismissed
N 3578	1945 Marketview Dr	Work Without Permit	Dismissed

#### 11/27/2017

N 3579	105 Worsley St	Vehicles on Property	Dismissed
N 3580	105 Worsley St	Junk Trash & Refuse	Dismissed

# Case Report

11/01/2017 - 11/30/2017

Case #	Case Date	ADDRESS OF COMPLAINT	TYPE OF VIOLATION	STATUS	VIOLATION LETTER SENT	FOLLOW UP STATUS	CITATION ISSUED	DATE OF HEARING	POSTED
20170472	11/28/2017	804 Morgan St	Junk	IN VIOLATION					
20170471	11/27/2017	1010 John St	Work with out permit	PENDING	11/29/2017				
20170470	11/27/2017	ROUTE 34 & 47	PROHIBITED SIGNS 10-20-7	TO BE INSPECTED					
20170469	11/21/2017	201 A Leisure St	Work with out permit	COMPLIANT					
20170468	11/20/2017	8721 Route 126	COMMERCIAL VEHICLES PARKED ON LOT	IN VIOLATION	11/21/2017	PENDING			
20170467	11/15/2017	Caledonia and Bristol bay	Snipe Signs	CLOSED					
20170466	11/15/2017	601 Heustis St	Accessory structure	IN VIOLATION					
20170465	11/13/2017	lot in Bristol Bay	Junk	PENDING					
20170464	11/13/2017	1005 S Main St	Vehicle	IN VIOLATION	11/15/2017				
20170463	11/13/2017	0208100006	NOXIOUS ODOR COMING FROM GREEN ORGANICS	REPEAT COMPLAINT					
20170462	11/9/2017	920 Hayden Dr	Vehicles	PENDING					
20170461	11/8/2017	481 Omaha Dr	JUNK, TRASH, OVERGROWN	CLOSED		COMPLIANT			11/8/2017
20170460	11/7/2017	8721 ROUTE 126	COMMERCIAL VEHICLES PARKED ON LOT	CLOSED		PENDING			
20170459	11/6/2017	1185 N Bridge St	Certificate of Occupancy	CLOSED	11/7/2017				
20170458	11/6/2017	1165 N Bridge	Sign with out a permit	CLOSED	11/6/2017	COMPLIANT			
20170457	11/3/2017	4078 Brady St	Junk	CLOSED					

20170456	11/2/2017	407 Colton St	Exterior Structure	PENDING					
20170455	11/2/2017	781 Omha Dr	Vehicles	CLOSED					
20170454	11/1/2017	Lot in Caledonia	Weeds and Grass	CLOSED					11/1/2017

**Total Records: 19**

**12/1/2017**



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #4

Tracking Number

EDC 2018-04

### Agenda Item Summary Memo

**Title:** Economic Development Report for November and December 2017

**Meeting and Date:** Economic Development Committee – January 2, 2018

**Synopsis:** See attached.

### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** \_\_\_\_\_

**Council Action Requested:** \_\_\_\_\_

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

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651 Prairie Pointe Drive, Suite 102 • Yorkville, Illinois 60560  
Phone 630-553-0843 • FAX 630-553-0889

Monthly Report – for December 2017 EDC Meeting of the United City of Yorkville

November 2017 Activity

Downtown Redevelopment:

- Continue working with Jefferson Properties (Muellner Construction) to begin design, site prep, and building pad and retaining wall construction on property located at 301 South Bridge to allow for construction of buildings that will maximize the potential of the overall site.
- Working with BJ & Lyneen Gerl who are preparing to open Capitano's Deli & Sweets on east side of Route 47, next to YPAC. This business will open in the spring, and will be a full service deli and also prepare fresh homemade sandwiches, and sides dishes. The "Old Fashioned Candy Store" will be a place for young adults with "special needs" to work. The Gerl's are residents of Yorkville.

Development south of Fox River:

- Working with owner of out lot and building that is half completed at Stagecoach Crossing to spur continued development on the site. At this time we are working on financing and application for Enterprise Zone status. Verbal report will update.

Development north of the Fox River:

- Kendall Crossing...Construction has begun on the Holiday Inn Express and Banquet Facility. Sonny Shah is finalizing plans with an architect for the banquet facility.
- There are two Yorkville businesses that are working on plans for expansion on their current sites. These are both businesses that have been successful, and active business members of Yorkville. I anticipate that formal announcements of these business expansions will take place by the end of this year.
- Kendall Marketplace...Working with Alex Berman (owner) to identify potential additional development on the project. Alex is working on developing a multi-tenant out lot building to attract small restaurants to the site. Alex has also entered into a contract for the purchase of the 28 single family lots with a local builder. These lots will close by the end of the third quarter of the year. The junior box approval is getting closer, as more of the existing retailers have "signed off" on the new addition.
- Working with developer interested in a significant parcel along Route 34 for development. This project would allow for free standing outlot development, and a multi-tenant building to be built.
- Two National restaurants chains are looking closely at Yorkville. I am working with both to identify opportunities.

Industrial Development:

- Working with Joyce Sloan, the industrial broker, who is the listing agent on Lincoln Prairie on Eldamain Road.
- Working with small industrial user to locate in Yorkville. This business owner is a resident, and currently operates in a surrounding community.
- Working with Wrigley to meet their needs to increase their production of Skittles in the Yorkville plant. We are also beginning meetings with Wrigley to discuss obtaining Enterprise Zone status for the property through the UIRVDA program.

Recreational Development:

- Continue to work with Justine Brummel on "Go For It Sports" facility. Ribbon cutting has been set for December 15<sup>th</sup> at 2PM.

Other Activity:

- Attended local taxing body meetings with Bart Olson to roll out the extension of the downtown TIF.

Respectfully submitted,

Lynn Dubajic  
651 Prairie Pointe Drive, Suite 102  
Yorkville, IL 60560  
lynn@dlkllc.com  
630-209-7151 cell





651 Prairie Pointe Drive, Suite 102 • Yorkville, Illinois 60560  
Phone 630-553-0843 • FAX 630-553-0889

Monthly Report – for January 2018 EDC Meeting of the United City of Yorkville

December 2017 Activity

Downtown Redevelopment:

- Continue working with Jefferson Properties (Muellner Construction) to begin design, site prep, and building pad and retaining wall construction on property located at 301 South Bridge to allow for construction of buildings that will maximize the potential of the overall site.
- Work continues on YPAC and Capitano's Deli & Old Fashion Sweets on the east side of Route 47. Both businesses are eager to open, as soon as possible.
- Working with other small businesses looking at opportunities in the Downtown.

Development south of Fox River:

- Working with Eleno Silva, the owner of Riverview Diner in Montgomery, who has purchase the partially completed building at Stagecoach Crossing. Mr. Silva desires to open a banquet facility, and plans to get started in the spring of 2018, and hopes to have the business open by the fall of 2018.
- Dr. Sanjay Thakkar, an Internal Medicine specialist, has purchased the building at 234 Garden Street. He has opened a medical practice office and will "finish" the entire building out, as it will be the home to Divine Hospice. It will serve as their main office, as he is the owner of that business as well. This building has been vacant since it was built years ago.

Development north of the Fox River:

- Kendall Crossing...Construction has begun on the Holiday Inn Express and Banquet Facility. Sonny Shah is finalizing plans with an architect for the banquet facility.
- There are two Yorkville businesses that are working on plans for expansion on their current sites. These are both business that have been successful, and active business members of Yorkville. I anticipate that formal announcements of these business expansions will take place very soon.
- Kendall Marketplace...Working with Alex Berman (owner) to identify potential additional development on the project. The junior box at Kendall Marketplace is finally ready to execute their lease. We are hopeful that we will formally be able to announce their addition in the near future. Bill McCue has purchased of the 28 single family lots. It is Bill's desire to start construction on a few homes as soon as possible.
- Working with developer interested in a significant parcel along Route 34 for development. This project would allow for free standing outlot development, and a multi-tenant building to be built.
- Continue to work with two National restaurants chains are looking closely at Yorkville. I am working with both to identify opportunities. Their representatives are conducting visits at various times to become familiar with patterns of customers.

Industrial Development:

- Working with Joyce Sloan, the industrial broker, who is the listing agent on Lincoln Prairie on Eldamain Road.
- Working with small industrial user to locate in Yorkville. This business owner is a resident, and currently operates in a surrounding community. I hope to be able to report more specifics in the next 30 to 60 days.
- Working with Wrigley to meet their needs to increase their production of Skittles in the Yorkville plant. We are also beginning meetings with Wrigley to discuss obtaining Enterprise Zone status for the property through the UIRVDA program.

Other Activity:

- Attended local taxing body meetings with Bart Olson to roll out the extension of the downtown TIF.

Respectfully submitted,

A handwritten signature in cursive script, reading 'Lynn Dubajic'.

Lynn Dubajic  
651 Prairie Pointe Drive, Suite 102  
Yorkville, IL 60560  
lynn@dlkllc.com  
630-209-7151 cell





Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #5

Tracking Number

EDC 2018-05

### Agenda Item Summary Memo

**Title:** Cedarhurst Living, LLC – Amended Final Plat of Subdivision

**Meeting and Date:** Economic Development Committee – January 2, 2018

**Synopsis:** Proposed Amended Final Plat of Subdivision for Cedarhurst Living, LLC.

### Council Action Previously Taken:

Date of Action: 02-28-17 Action Taken: Approval of Amend. AA & PUD

Item Number: PZC 2017-01

**Type of Vote Required:** Majority

**Council Action Requested:** Vote

**Submitted by:** Krysti J. Barksdale-Noble, AICP

Community Development

Name

Department

### Agenda Item Notes:

See attached memorandum.

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# Memorandum

To: Economic Development Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: November 28, 2017  
Subject: **PZC 2017-15 Cedarhurst Living – NEC Cannonball Trail & US 34 Amended Final Plat Approval**

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## **Project Background/Request:**

As the Economic Development Committee (EDC) will recall, the annexation agreement and planned unit development (PUD) amendment for Cedarhurst Living (formerly known as Cannonball Trails), an assisted living and memory care facility, was approved by the City Council in February 2017. The approximately 6.7-acre parcel, located at the northeast corner of US 34 (Veterans Parkway) and Cannonball Trail, consists of a two-story 73-unit building as a PUD with underlining zoning of B-2 Retail Commerce Business District. The developer is requesting final plat of subdivision amendment approval for the site to grant a stormwater management easement to the City for the onsite detention basin and dedication of right-of-way along a portion of Cannonball Trail.

## **Proposed Amended Final Plat:**

As part of the 2017 approval of an amendment to the annexation and planned unit development (PUD) agreement, the City also approved a final PUD plat for the site which illustrated the new building configuration, parking/vehicular circulation and setback requirements. All approvals granted were subject to final engineering approval by the City's engineer which stipulated future right-of-way dedication and an easement across the dry detention area. The developer has completed all site engineering to the satisfaction of the City engineer and construction has begun on the property. The developer is now ready to formally dedicate approximately 0.155 acres of right-of-way (30' wide) along a portion of the property's frontage on Cannonball Trail as well as granting a 1.351-acre stormwater management easement to the City, should the owner or future owner not maintain the detention basin.

The proposed Final Plat of Subdivision has been reviewed by the City's engineering consultant, Engineering Enterprises Inc., for compliance with the Subdivision Control Ordinance's Standards for Specification. Comments dated June 9, 2017 were provided to the developer/petitioner related to the proposed Final Plat (see attached). The engineering review has found the submitted plans in general conformance with the City's requirements and standard engineering practices.

## **Staff Comments:**

Based upon the review of the proposed Final Plat of Cedarhurst of Yorkville PUD Subdivision, staff believes the submitted plans are consistent with the approved development site plan and the current subdivision control regulations. Therefore, we intend to recommend approval of the Final Plat to the Planning and Zoning Commission at the December 13, 2017 meeting with subsequent final determination by the City Council at the January 9, 2018 meeting.

Should you have any questions regarding this matter; staff will be available at Tuesday night's meeting.

## **Attachments:**

1. Copy of Petitioner's Application
2. Final Plat of Cedarhurst of Yorkville PUD Subdivision prepared by HR Green date last revised 05-23-17.
3. EEI Letter to the City dated June 9, 2017 re: Cedarhurst Living – Engineering Plan Review – 3<sup>rd</sup> Submittal.

## Application For Preliminary Plan & Final Plat

### STAFF USE ONLY

Date of Submission  PC#

Development Name

### Applicant Information

Name of Applicant(s)

Business Address

City  State  ZIP

Business Phone  Business Fax

Business Cell  Business E-mail

### Property Information

Property Street Address

Property Existing Zoning

Property Total Acreage

Type of Request:

- ☐ Preliminary Plan  
☐ Final Plat  
☐ Amended Preliminary Plan  
☒ Amended Final Plat

### Attachments

Applicant must attach a legal description of the property to this application and title it as "Exhibit A".

### Additional Contact Information

#### Attorney

Name

Address

City  State  ZIP

Phone  Fax

E-mail



## Application For Preliminary Plan & Final Plat

### Additional Contact Information

#### Engineer

Name David Schultz, PE - HR Green, Inc.  
Address 651 Prairie Pointe Drive, Suite 201  
City Yorkville State IL ZIP 60560  
Phone 630.708.5002 Fax 630.553.7646  
E-mail dschultz@hrgreen.com

#### Land Planner/Surveyor

Name Bernard Bauer, PLS - HR Green, Inc.  
Address See Above  
City  State  ZIP   
Phone  Fax   
E-mail bbauer@hrgreen.com

### Agreement

I verify that all the information in this application is true to the best of my knowledge. I understand and accept all requirements and fees as outlined as well as any incurred administrative and planning consultant fees which must be current before this project can proceed to the next scheduled committee meeting.

I understand all of the information presented in this document and understand that if an application becomes dormant it is through my own fault and I must therefore follow the requirements outlined above.

Applicant Signature

Date

DAVID W. SCHULTZ

11-17-2017

THIS APPLICATION MUST BE NOTARIZED  
PLEASE NOTARIZE IN THE SPACE BELOW:

STATE Illinois COUNTY Kane

SIGNED BEFORE ME 17<sup>th</sup> DAY November, 2017

NOTARY PUBLIC

Gail L. Maldonado



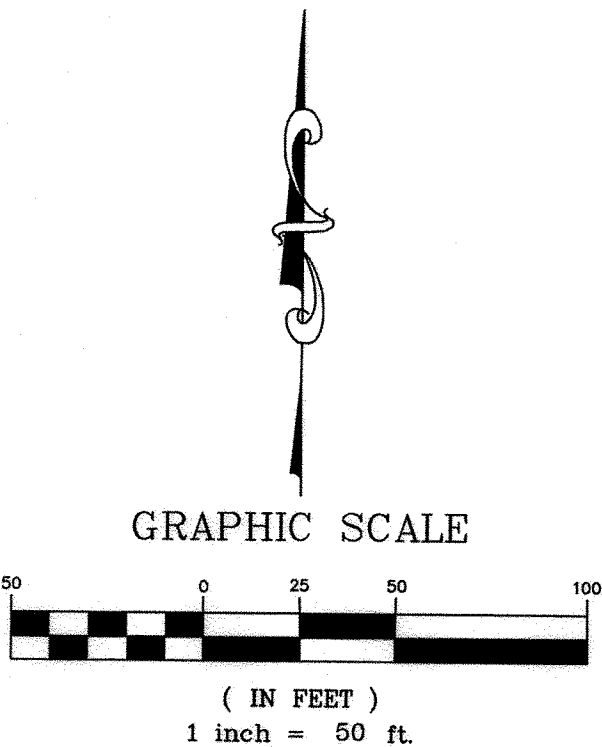


FINAL PLAT OF  
CEDARHURST OF YORKVILLE P.U.D. SUBDIVISION

A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29  
TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

PINs: 02-29-100-004  
02-29-100-005

EXHIBIT A



LAND AREAS	
LOT 1	ACREAGE
R.O.W. HEREBY DEDICATED	6.149± ac.
TOTAL GROSS ACRES	0.155± ac.
	6.304± ac.

- NOTES**
- ANNOTATION ABBREVIATIONS -  
B.S.L. = BUILDING SETBACK LINE  
P.O.B. = POINT OF BEGINNING  
R.O.W. = RIGHT-OF-WAY  
P.U.&D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT  
L.S.B.E. = LANDSCAPE BUFFER EASEMENT  
S.M.E. = STORMWATER MANAGEMENT EASEMENT  
(XXX.XX) = RECORD DIMENSION
  - SURVEY IS BASED IN PART ON COMMITMENT FOR TITLE INSURANCE N7892STL, ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, BEARING AN EFFECTIVE DATE OF 11/02/2016 AND SHERIFF'S DEED, RECORDED AS DOCUMENT 201100017401.
  - RECORD DIMENSIONS SHOWN HEREON ARE AS DESCRIBED IN ABOVE REFERENCE TITLE COMMITMENT AND SHERIFF'S DEED.
  - THE LEGAL DESCRIPTION WHICH APPEARS IN THE SURVEYOR'S CERTIFICATE OF THIS PLAT DESCRIBES THE SAME LAND WHICH IS DESCRIBED IN ABOVE REFERENCED TITLE COMMITMENT AND SHERIFF'S DEED.
  - THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
  - 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED.
  - DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
  - PROPERTY ZONING IS B-2 (PUD) IN THE UNITED CITY OF YORKVILLE.

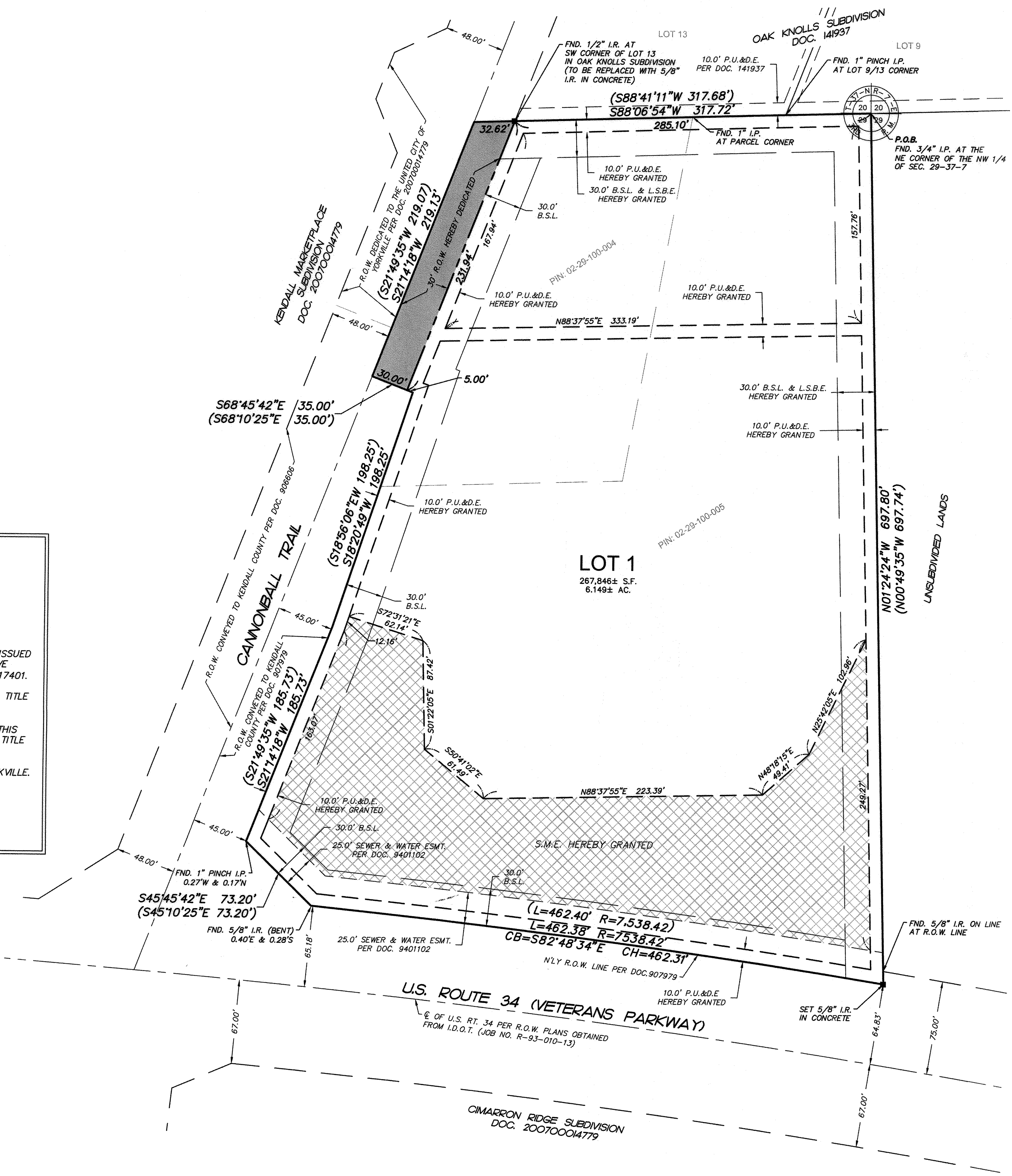
NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.

- \* Basis of bearings for this survey is SPC EAST ZONE (NAD83-2011)
- \* No distance should be assumed by scaling.
- \* No underground improvements have been located unless shown and noted.
- \* No representation as to ownership, use, or possession should be hereon implied.
- \* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.
- \* Field work for this survey was completed on 02/09/17.
- \* This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

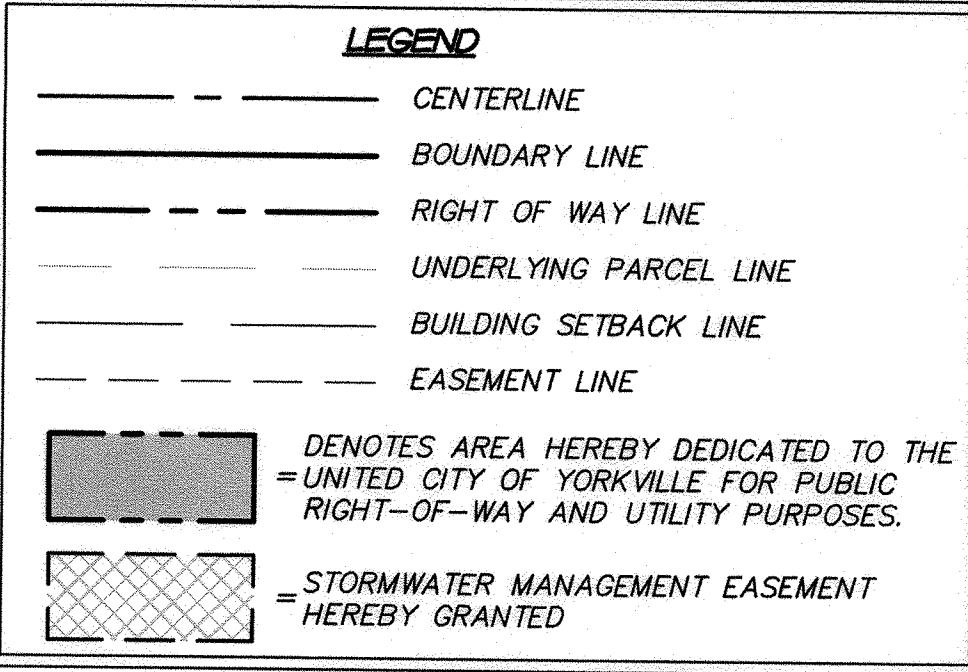
**DOVER DEVELOPMENT, LLC**

Compare your description and site markings with this plat and AT ONCE report any discrepancies which you may find.

8/16/2017 3:59:35 PM  
J:\2016\160368\Survey\Drawings\160368.dwg

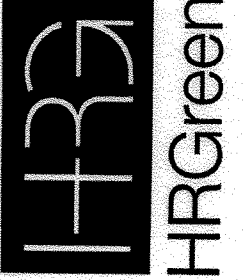


**HR GREEN CONTACTS:**  
DAVID W. SCHULTZ P.E., PROJECT MANAGER  
630-753-7560  
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR  
630-753-7560



REVISION DESCRIPTION AND NOTES	
NO.	DATE
1	05/04/17
2	05/23/17

Illinois Professional Design Firm # 184-001322  
651 Prairie Pointe Drive, Suite 201,  
Yorkville, Illinois 60560  
t 630.553.7560 f 630.553.7646  
www.hrgreen.com



FINAL PLAT  
OF  
CEDARHURST OF  
YORKVILLE SUBDIVISION

BAR IS ONE INCH ON  
OFFICIAL DRAWINGS  
IF NOT ONE INCH,  
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB  
APPROVED: MRF  
JOB DATE: 02/07/2017  
JOB NO: 160368

PREPARED ON: JUNE 9TH, 2017  
PREPARED BY:

BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)  
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799  
LICENSE EXPIRES: 11/30/18



# FINAL PLAT OF CEDARHURST OF YORKVILLE P.U.D. SUBDIVISION

A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 29  
TOWNSHIP 37 NORTH RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN  
IN THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS

PINs: 02-29-100-004  
02-29-100-005

## EXHIBIT A

### OWNERSHIP CERTIFICATE

STATE OF MO )  
COUNTY OF St. Louis ) S.S.

THIS IS TO CERTIFY THAT Cedarhurst of Yorkville P.U.D.  
A(N) LLC LIMITED LIABILITY CORPORATION, IS THE FEE SIMPLE OWNER  
OF THE PROPERTY DESCRIBED FOREGOING SURVEYOR'S CERTIFICATE AND HAVE CAUSED THE SAME  
TO BE SURVEYED, SUBDIVIDED, AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES  
HEREIN SET FORTH AS ALLOWED AND PROVIDED FOR BY STATUTE, AND DO HEREBY ACKNOWLEDGE  
AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

THE UNDERSIGNED HEREBY DEDICATE FOR PUBLIC USE THE LANDS SHOWN ON THIS PLAT FOR  
THOROUGHFARES, STREETS, ALLEYS AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES FOR ANY  
ELECTRIC, GAS, TELEPHONE, CABLE TV OR OTHER TELECOMMUNICATIONS COMPANY UNDER FRANCHISE  
AGREEMENT WITH THE UNITED CITY OF YORKVILLE, THEIR SUCCESSORS AND ASSIGNS, THE EASEMENT  
PROVISIONS WHICH ARE STATED HEREON.

THE UNDERSIGNED FURTHER CERTIFY THAT ALL OF THE LAND INCLUDED IN THIS PLAT LIES WITHIN  
THE BOUNDARIES OF YORKVILLE COMMUNITY UNIT SCHOOL DISTRICT 115.

DATED AT St. Louis MO THIS 28<sup>th</sup> DAY OF July, 2017.

Cedarhurst of Yorkville P.U.D., LLC  
CORPORATION NAME

120 S. Central Expressway, Chicago, MO 60605  
COMPLETE ADDRESS

BY: Joshua D. Jones SECRETARY  
Joshua D. Jones for MOH Jordan D. Jones VP.  
PRINTED NAME PRINTED NAME  
Manager, MOH

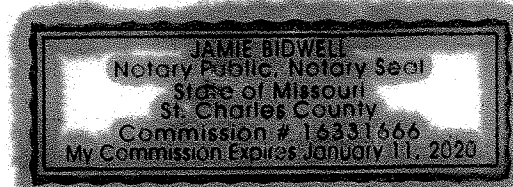
### NOTARY CERTIFICATE

STATE OF MO )  
COUNTY OF St. Louis ) S.S.

I, Jamie Bidwell NOTARY PUBLIC IN AND FOR  
THE STATE AND COUNTY AFORESAID, HEREBY CERTIFY THAT Joshua D. Jones  
AND Jordan D. Jones PERSONALLY KNOW ME TO BE THE PRESIDENT AND  
SECRETARY OF Cedarhurst of Yorkville P.U.D.  
ME THIS DAY AND ACKNOWLEDGED THAT AS SUCH OFFICERS, THEY SIGNED AND DELIVERED THE SAID  
INSTRUMENT AND CAUSED THE CORPORATE SEAL TO BE AFFIXED THERETO AS THEIR FREE AND  
VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION, FOR THE USES  
AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 28<sup>th</sup> DAY OF July, 2017.

Jamie Bidwell  
NOTARY PUBLIC



### COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) S.S.

I, Kevin Marcher COUNTY CLERK OF KENDALL COUNTY, ILLINOIS, DO HEREBY  
CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID  
FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE  
PLAT HEREIN DRAWN. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN  
CONNECTION WITH THE PLAT HEREIN DRAWN.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT YORKVILLE,  
ILLINOIS, THIS 28<sup>th</sup> DAY OF July, 2017.

COUNTY CLERK

### DDOT CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT  
TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION  
TO PLATS", AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE  
DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

DATE: August 22, 2017

Kevin Marcher  
KEVIN MARCHER  
REGION 2 ENGINEER

### CITY PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) S.S.

APPROVED AND ACCEPTED BY THE PLAN COMMISSION OF THE UNITED CITY OF YORKVILLE, ILLINOIS,  
THIS 28<sup>th</sup> DAY OF July, 2017.

CHAIRMAN

### CITY ADMINISTRATOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) S.S.

APPROVED AND ACCEPTED BY THE CITY ADMINISTRATOR OF THE UNITED CITY OF YORKVILLE,  
ILLINOIS, THIS 28<sup>th</sup> DAY OF July, 2017.

CITY ADMINISTRATOR

### CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) S.S.

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE,  
ILLINOIS, BY ORDINANCE NO.                      AT A MEETING HELD THIS 28<sup>th</sup> DAY  
OF July, 2017.

CITY CLERK

### CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) S.S.

APPROVED AND ACCEPTED BY THE MAYOR AND CITY COUNCIL OF THE UNITED CITY OF YORKVILLE,  
ILLINOIS, THIS 28<sup>th</sup> DAY OF July, 2017.

MAYOR

### CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) S.S.

I,                      CITY ENGINEER FOR THE UNITED CITY OF YORKVILLE, DO  
HEREBY CERTIFY THAT THE REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR THE REQUIRED  
GUARANTEE COLLATERAL HAS BEEN POSTED FOR THE COMPLETION OF ALL REQUIRED IMPROVEMENTS.  
DATED AT YORKVILLE, ILLINOIS THIS 28<sup>th</sup> DAY OF July, 2017.

CITY ENGINEER

### DDOT CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT  
TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION  
TO PLATS", AS AMENDED. A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE  
DEPARTMENT'S "POLICY ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE  
REQUIRED BY THE DEPARTMENT.

DISTRICT ENGINEER

### KENDALL COUNTY RIGHT TO FARM STATEMENT

NOTICE:  
KENDALL COUNTY HAS A LONG, RICH TRADITION IN AGRICULTURE AND RESPECTS THE ROLE THAT  
FARMING CONTINUES TO PLAY IN SHAPING THE ECONOMIC VIABILITY OF THE COUNTY. PROPERTY  
THAT SUPPORTS THIS INDUSTRY IS INDICATED BY A ZONING INDICATOR - A-1 OR AG SPECIAL USE.  
ANYONE CONSTRUCTING A RESIDENCE OR FACILITY NEAR THIS ZONING SHOULD BE AWARE THAT  
NORMAL AGRICULTURAL PRACTICES MAY RESULT IN OCCASIONAL SMELLS, DUST, SIGHTS, NOISE, AND  
UNIQUE HOURS OF OPERATION THAT ARE NOT TYPICAL IN OTHER ZONING AREAS.

### EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC  
AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO

COMMONWEALTH EDISON COMPANY, AMERITECH ILLINOIS a.k.a. ILLINOIS BELL TELEPHONE COMPANY,  
GRANTEES.

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY TO CONSTRUCT,  
OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND  
REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES,  
TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH  
UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOUNDS AND  
SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN  
WITHIN THE DASHED OR DOTTED LINES (or similar designation) ON THE PLAT AND MARKED  
"EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), THE  
PROPERTY DESIGNATION OF CONDOMINIUM AND/OR ON THIS PLAT AS "COMMON  
ELEMENTS" AND THE PROPERTY DESIGNATED ON THE PLAT AS "COMMON AREA OR AREAS", AND THE  
PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE,  
TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF  
EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT  
LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS,  
SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE  
REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON  
THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. PRIVATE OBSTRUCTIONS SHALL NOT BE  
PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR  
DOTTED LINES (or similar designation) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT",  
"PUBLIC UTILITY EASEMENT", "P.U.E." (or similar designation), WITHOUT THE PRIOR WRITTEN CONSENT  
OF THE GRANTEE. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED  
PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER  
OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE  
"CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2, AS AMENDED FROM TIME TO TIME.

THE TERM "COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF THE REAL  
PROPERTY, THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN  
APPORTIONMENT TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED  
DEVELOPMENT, EVEN THOUGH SUCH MAY BE OTHERWISE DESIGNATED ON THE PLAT BY TERMS SUCH  
AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "COMMON GROUND", "PARKING  
AREA" AND "COMMON AREA". THE TERMS "COMMON AREA OR AREAS" AND "COMMON ELEMENTS" INCLUDE  
REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL  
PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH  
AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTEE/LOT OWNER,  
UPON WRITTEN REQUEST.

### EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SBC AMERITECH, NICOR,  
COM ED, COMCAST, OTHER PUBLIC UTILITIES, AND HOLDERS OF EXISTING FRANCHISES GRANTED BY  
THE CITY OF YORKVILLE, ILLINOIS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WITHIN THE  
AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE EASEMENT" (abbreviated P.U.D.E.)  
TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND  
OPERATE UNDERGROUND TRANSMISSION AND DISTRIBUTION SYSTEMS AND LINES UNDER THE SURFACE  
OF THE "PUBLIC UTILITY & DRAINAGE EASEMENT", INCLUDING WITHOUT LIMITATION TO TELEPHONE  
CABLE, GAS MAINS, ELECTRIC LINES, CABLE TELEVISION LINES, AND ALL NECESSARY FACILITIES  
APPURTENANT THERETO, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND  
EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES AND TOGETHER WITH THE  
RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS UNDER THE SURFACE OF EACH LOT TO SERVE  
IMPROVEMENTS THEREON.

A NON-EXCLUSIVE EASEMENT IS ALSO HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY  
OF YORKVILLE, ILLINOIS TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE AND  
INSPECT FACILITIES FOR THE TRANSMISSION AND DISTRIBUTION OF WATER, STORM SEWERS, SANITARY  
SEWERS AND ELECTRICITY, WITHIN THE AREAS SHOWN ON THE PLAT AS "PUBLIC UTILITY & DRAINAGE  
EASEMENT", TOGETHER WITH A RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT  
NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN  
DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY  
TREES, SHRUBS OR OTHER PLANTS WITHIN THE AREAS DESIGNATED AS "PUBLIC UTILITY AND  
DRAINAGE EASEMENT" WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION,  
REPAIR, REMOVAL, REPLACEMENT, MAINTENANCE AND OPERATION OF THEIR UNDERGROUND  
TRANSMISSION AND DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO, NO PERMANENT  
BUILDINGS, STRUCTURES, OR OBSTRUCTIONS SHALL BE CONSTRUCTED IN, UPON, OR OVER ANY  
AREAS DESIGNATED AS "PUBLIC UTILITY & DRAINAGE EASEMENT", BUT SUCH AREAS MAY BE USED  
FOR GARDENS, SHRUBS, TREES, DRIVEWAYS, AND OTHER RELATED PURPOSES THAT  
DO NOT UNREASONABLY INTERFERE WITH THE USES HEREIN DESCRIBED.

THE OCCUPATION AND USE OF THE NON-EXCLUSIVE EASEMENT HEREIN GRANTED AND RESERVED  
FOR THE ABOVE NAMED ENTITIES BY EACH OF SUCH ENTITIES SHALL BE DONE IN SUCH A MANNER  
SO AS NOT TO INTERFERE WITH OR PRECLUDE THE OCCUPATION AND USE THEREOF BY OTHER  
ENTITIES FOR WHICH SUCH EASEMENTS ARE GRANTED AND RESERVED. THE CROSSING AND  
RE-CROSSING OF SAID EASEMENTS BY THE ABOVE NAMED ENTITIES SHALL BE DONE IN SUCH A  
MANNER SO AS NOT TO INTERFERE WITH, DAMAGE, OR DISTURB ANY TRANSMISSION AND  
DISTRIBUTION SYSTEMS AND FACILITIES APPURTENANT THERETO EXISTING WITHIN THE EASEMENTS  
BEING CROSSED, OR RE-CROSSED, NO USE OR OCCUPATION OF SAID EASEMENTS BY THE ABOVE  
NAMED ENTITIES SHALL CAUSE ANY CHANGE IN GRADE OR IMPAIR OR CHANGE THE SURFACE  
DRAINAGE PATTERNS.

FOLLOWING ANY WORK TO BE PERFORMED BY THE UNITED CITY OF YORKVILLE IN THE EXERCISE OF  
ITS EASEMENT RIGHTS HEREIN GRANTED, SAID CITY SHALL HAVE NO OBLIGATION WITH RESPECT TO  
SURFACE RESTORATION, INCLUDING BUT NOT LIMITED TO THE RESTORATION, REPAIR OR  
REPLACEMENT OF DRIVEWAYS, TRAILS, FURNITURE, TREES, SHRUBS, OR OTHER PLANTS, HOWEVER,  
THAT SAID CITY SHALL BE OBLIGATED, FOLLOWING SUCH MAINTENANCE WORK, TO BACKFILL AND  
MOUND ALL TRENCH CREATED SO AS TO RETAIN SUITABLE DRAINAGE, TO COLD PATCH ANY  
ASPHALT OR CONCRETE SURFACE, TO REMOVE ALL EXCESS DEBRIS AND SPOIL, AND TO LEAVE THE  
MAINTENANCE AREA IN A GENERALLY CLEAN AND WORKMANLIKE CONDITION.

### STORMWATER MANAGEMENT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE UNITED CITY OF YORKVILLE AND TO  
ITS SUCCESSORS AND ASSIGNS, OVER ALL OF THE AREAS MARKED "STORMWATER MANAGEMENT  
EASEMENT" (abbreviated S.M.E.) ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE, AND  
AUTHORITY TO SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE  
STORM SEWERS AND STORMWATER MANAGEMENT AREAS TOGETHER WITH ANY AND ALL  
NECESSARY MANHOLES, CATCH BASINS, SANITARY SEWERS, WATER MAINS, ELECTRIC AND  
COMMUNICATION CABLES, CONNECTIONS, DITCHES, SWALES, AND OTHER STRUCTURES AND  
APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER AND  
THROUGH SAID INDICATED EASEMENT, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE  
PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK, THE RIGHT IS  
ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE  
EASEMENT THAT INTERFERE WITH THE OPERATION OF SEWERS OR OTHER UTILITIES. NO PERMANENT  
BUILDINGS SHALL BE PLACED ON SAID EASEMENT. NO CHANGE TO THE TOPOGRAPHY OR  
STORMWATER MANAGEMENT STRUCTURES WITHIN THE EASEMENT AREA SHALL BE MADE WITHOUT  
EXPRESS WRITTEN CONSENT OF THE CITY ENGINEER, BUT SAME MAY BE USED FOR PURPOSES THAT  
DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS.

THE OWNER OF THE PROPERTY SHALL REMAIN RESPONSIBLE FOR THE MAINTENANCE OF THE  
STORMWATER MANAGEMENT AREAS AND APPURTENANCES IN THE UNITED CITY OF YORKVILLE  
PERFORM ONLY EMERGENCY PROCEDURES AS DEEMED NECESSARY BY THE CITY ENGINEER OF THE  
UNITED CITY OF YORKVILLE.

### LANDSCAPE BUFFER EASEMENT PROVISIONS

THE UNITED CITY OF YORKVILLE, ITS SUCCESSORS, LICENSEES AND ASSIGNS, ARE HEREBY GIVEN  
EASEMENT RIGHTS IN THE PLAT MARKED "LANDSCAPE BUFFER EASEMENT" TO  
INSTALL, PLANT, MAINTAIN, INSPECT, REMOVE AND REPLACE TREES, SHRUBS, BUSHES, GRASS,  
PLANTS, GROUNDCOVERS AND OTHER FORMS OF VEGETATION AND LANDSCAPING FEATURES. NO  
TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES OR OBSTRUCTIONS SHALL BE PLACED ON OR  
OVER SAID EASEMENTS NOR SHALL ANY SUCH VEGETATION BE REMOVED (EXCEPT TO REPLACE  
DEAD OR DISEASED VEGETATION WITH LIKE VEGETATION), WITHOUT THE WRITTEN AUTHORITY OF THE  
UNITED CITY OF YORKVILLE.

THE OWNER OF THE PROPERTY SHALL BE PERPETUALLY RESPONSIBLE FOR THE PROPER  
MAINTENANCE OF THE LANDSCAPE BUFFER EASEMENT AREAS AND APPURTENANCES.

### RECORDER'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) S.S.

THIS INSTRUMENT NO.                      WAS FILED FOR RECORD IN THE  
RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS.  
THIS 28<sup>th</sup> DAY OF July, 2017 AT                      O'CLOCK                      M.

KENDALL COUNTY RECORDER

### DRAINAGE CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) S.S.

WE, DAVID SCHULTZ, REGISTERED PROFESSIONAL ENGINEER AND JORDAN DORSEY,  
OWNER (OR HIS ATTORNEY) SUBMIT THE TOPOGRAPHICAL AND PROFILE STUDIES AND, TO THE BEST  
OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY  
THE CONSTRUCTION OF THIS SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE  
WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE  
COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE  
SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN  
ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE  
LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THIS  
SUBDIVISION.

DATED THIS 9<sup>th</sup> DAY OF JUNE, 2017.

David Schultz Jordan Dorsey  
OWNER (OR FULLY AUTHORIZED ATTORNEY) REGISTERED PROFESSIONAL ENGINEER

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF KENDALL ) S.S.

THIS IS TO CERTIFY THAT I, BERNARD J. BAUER, ILLINOIS PROFESSIONAL LAND SURVEYOR NO.  
035-003798, AT THE REQUEST OF THE OWNER(S) THEREOF, HAVE SURVEYED, SUBDIVIDED AND  
PLATTED THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 7 EAST OF  
THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER  
OF SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 06 MINUTES 54 SECONDS WEST ALONG  
THE SOUTH LINE OF OAK KNOLLS SUBDIVISION, 317.72 FEET TO THE CENTERLINE OF CANNONBALL  
TRAIL; THENCE SOUTH 21 DEGREES 14 MINUTES 18 SECONDS WEST ALONG SAID CENTERLINE 219.13  
FEET TO THE NORTHERLY LINE OF A TRACT CONVEYED TO KENDALL COUNTY BY DOCUMENT NO.  
907978; THENCE SOUTH 68 DEGREES 45 MINUTES 21 SECONDS EAST ALONG SAID NORTH LINE  
35.00 FEET TO THE EAST LINE OF CANNONBALL TRAIL; THENCE SOUTH 18 DEGREES 20 MINUTES 49  
SECONDS WEST ALONG SAID EAST LINE 198.25 FEET TO AN ANGLE POINT; THENCE SOUTH 21  
DEGREES 14 MINUTES 18 SECONDS WEST ALONG SAID EAST LINE 185.73 FEET TO AN ANGLE POINT;  
THENCE SOUTH 45 DEGREES 45 MINUTES 42 SECONDS EAST ALONG SAID EAST LINE 73.20 FEET TO  
THE NORTHERLY LINE OF U.S. ROUTE NO. 34; THENCE EASTERLY ALONG SAID NORTHERLY LINE,  
BEING ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7,538.42 FEET, AN ARC DISTANCE OF  
482.38 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 01 DEGREES 24  
MINUTES 24 SECONDS WEST ALONG SAID EAST LINE 697.80 FEET SAID POINT OF BEGINNING IN  
BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT AND ACCURATE REPRESENTATION  
OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN U.S. SURVEY FEET AND DECIMAL  
PARTS THEREOF.

I FURTHER CERTIFY THAT NO PART OF THE ABOVE DESCRIBED PROPERTY IS LOCATED WITHIN A  
SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY  
BASED ON FIRM MAP NO. 1703030037H, BEARING AN EFFECTIVE DATE OF JANUARY 8, 2014. ALL  
OF THE PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE OF  
THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT I HAVE SET ALL EXTERIOR SUBDIVISION MONUMENTS AND DESCRIBED THEM  
ON THIS FINAL PLAT, AND THAT ALL INTERIOR MONUMENTS SHALL BE SET AS REQUIRED BY  
STATUTE (ILLINOIS REVISED STATUTES 1989, CHAPTER 109 SECTION 1).

I FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS SITUATED WITHIN  
THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE, ILLINOIS, WHICH IS EXERCISING THE  
SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS  
AMENDED.

GIVEN UNDER MY HAND AND SEAL AT YORKVILLE, ILLINOIS, THIS 9TH DAY OF JUNE, 2017.

Bernard J. Bauer  
BERNARD J. BAUER, P.L.S. (bbauer@hrgreen.com)  
ILLINOIS PROFESSIONAL LAND SURVEYOR, NO. 035-003799  
LICENSE EXPIRATION DATE: 11/30/18

FINAL PLAT  
OF

CEDARHURST OF  
YORKVILLE SUBDIVISION

BAR IS ONE INCH ON  
OFFICIAL DRAWINGS  
0" = 1"  
IF NOT ONE INCH,  
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB  
APPROVED:  
JOB DATE: 02/07/2017  
JOB NO.: 160368

SHEET

2 OF 2





June 9, 2017

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560

**Re: Cedarhurst Living  
Final Engineering Plan Review – 3rd Submittal  
United City of Yorkville, Kendall County, Illinois**

Krysti:

We are in receipt of the following items for the above referenced project:

- Engineering Plans (31 sheets) revised dated June 1, 2017 and prepared by HR Green
- Photometric Plan dated April 10, 2017 and prepared by Saint Louis Design Alliance Architects
- Final Plat revised dated May 23, 2017 and prepared by HR Green
- Engineer's Opinion of Probable Construction Cost dated May 18, 2017 and prepared by HR Green
- Supporting Documentation

Our review of these plans is to generally determine their compliance with local ordinances and whether the improvements will conform to existing local systems and equipment. This review and our comments do not relieve the designer from his duties to conform to all required codes, regulations, and acceptable standards of engineering practice. Engineering Enterprises, Inc.'s review is not intended as an in-depth quality assurance review, we cannot and do not assume responsibility for design errors or omissions in the plans. As such, we offer the following comments:

**General**

1. Prior to the start of construction, the following items need to be addressed:
  - A preconstruction meeting with the City staff needs to be held
  - A construction guarantee equal to **\$136,398** (120% of the public improvements and erosion control costs) needs to be on file with the City
  - YBSD permit needs to be obtained.
  - A revised landscape plan needs to be submitted.
  - All necessary City Building Department permits and sign-offs need to be obtained.
2. Please see the attached fee calculation sheet for the estimated building permit fees.

**Storm Water Management and Storm Sewer Design Report**

3. The Stormwater Maintenance Plan is acceptable and the Developer should submit a signed copy for City records.

**Final Engineering Plans**

4. The Final Engineering Plans are in general conformance with City ordinances and standard engineering practices. EEI recommends approval of the engineering plans pending completion of the items noted above.

**Final Plat of Subdivision**

5. The Final Plat is in general conformance with City ordinances and standard surveying practices. A signed Mylar copy of the Plat should be provided to the City for signature and processing.

If you have any questions or require additional information, please contact our office.

Sincerely,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.  
Vice President

TNP/nls

pc: Mr. Bart Olson, City Administrator (via email)  
Ms. Erin Willrett, Assistant City Administrator (via email)  
Mr. Jason Engberg, Senior Planner (via email)  
Mr. Eric Dhuse, Director of Public Works (via email)  
Mr. Pete Ratosh, Building Department (via email)  
Ms. Dee Weinert, Admin Assistant (via email)  
Ms. Lisa Pickering, Deputy Clerk (via email)  
Mr. Jordan Dorsey, Cedar Hurst  
Mr. Dave Schultz, HR Green (via email)  
TNP, JAM, EEI (via email)





**SE/SC PLANS - FOR PERMIT (PUBLIC)  
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS**

CEDARHURST OF YORKVILLE  
UNITED CITY OF YORKVILLE  
HR GREEN  
JOB NUMBER: 160368  
PLAN SET DATE: 05/04/2017  
LOCATION: 1690 CANNONBALL TRAIL  
REVISED: 5/18/2017

<b>1.00</b>	<b>CONSTRUCTION ACCESS</b>					
1.01	STABILIZED CONSTRUCTION ACCESS	L.SUM	1	\$ 2,500.00	\$ 2,500.00	
<b>1.00</b>	<b>Sub-Total</b>				<b>\$ 2,500.00</b>	
<b>2.00</b>	<b>REMOVALS</b>					
2.01	CLEARING AND GRUBBING	SQ YD	1,210	\$ 6.00	\$ 7,260.00	
<b>2.00</b>	<b>Sub-Total</b>				<b>\$ 7,260.00</b>	
<b>2.00</b>	<b>EROSION CONTROL</b>					
2.01	PERIMETER EROSION BARRIER	FOOT	1,700	\$ 2.50	\$ 4,250.00	
2.02	TEMPORARY EROSION CONTROL SEEDING	POUND	615.0	\$ 15.00	\$ 9,225.00	
2.03	EROSION CONTROL BLANKET - DS150	SQ YD	3,780.0	\$ 2.25	\$ 8,505.00	
2.04	INLET PROTECTION	EACH	3	\$ 200.00	\$ 600.00	
2.05	STONE RIPRAP, CLASS A3	SQ YD	36	\$ 50.00	\$ 1,800.00	
2.06	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 12"	FOOT	49	\$ 50.00	\$ 2,450.00	
2.07	MANHOLE, TYPE A, 6" DIAMETER, T1F CL (RESTRICTOR)	EACH	1	\$ 7,500.00	\$ 7,500.00	
2.08	DUST CONTROL/PAVEMENT CLEANING/EROSION CONTROL MAINT.& MONITORING	L.SUM	1	\$ 2,000.00	\$ 2,000.00	
2.09	EARTH EXCAVATION (BASIN AND PUBLIC ONLY)	CU.YD.	2,115.00	\$ 9.00	\$ 19,035.00	
2.10	TOPSOIL EXCAVATION	CU.YD.	4,045.00	\$ 6.00	\$ 24,270.00	
2.11	TOPSOIL PLACEMENT (4" MIN) - ASSUMES RESPEAD OF SITE	CU.YD.	4,045.00	\$ 6.00	\$ 24,270.00	
<b>2.00</b>	<b>Sub-Total</b>				<b>\$ 103,905.00</b>	
<b>TOTAL COST</b>					<b>\$ 113,665.00</b>	
<b>PERFORMANCE GUARANTEE BOND (120%)</b>					<b>\$ 136,398.00</b>	

**Project Assumptions/Notes/Comments:**

HRG is not a construction cost estimator or construction contractor, nor should HRG'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. HRG'S opinion will be based solely upon his or her own experience with construction. This requires HRG to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which HRG has no control. Given the assumptions which must be made, HRG cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against HRG relative to the accuracy of HRG'S opinion of probable construction cost.



CEDARHURST OF YORKVILLE  
UNITED CITY OF YORKVILLE  
HR GREEN  
JOB NUMBER: 160368  
PLAN SET DATE: 05/04/2017  
LOCATION: 1690 CANNONBALL TRAIL

PLANS DATED 05/04/17 - CITY SUBMITTAL  
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS (ONSITE)

	PAY ITEM	UNITS	QUANTITY	UNIT COST	COST
<b>1.00</b>	<b>EARTHWORK AND EROSION CONTROL</b>				
1.01	STABILIZED CONSTRUCTION ACCESS	L.SUM	1	\$ 2,500.00	\$ 2,500.00
1.02	DUST CONTROL/PAVEMENT CLEANING/EROSION CONTROL MAINT. & MONITORING	L.SUM	1	\$ 2,000.00	\$ 2,000.00
1.03	WASHOUT BASIN	L.SUM	1	\$ 800.00	\$ 800.00
1.04	EARTH EXCAVATION	CU.YD.	6,731.00	\$ 9.00	\$ 60,579.00
1.05	TOPSOIL EXCAVATION	CU.YD.	4,045.00	\$ 6.00	\$ 24,270.00
1.06	TOPSOIL PLACEMENT (6" MIN)	CU.YD.	3,315.00	\$ 6.00	\$ 19,890.00
1.07	SEEDING, CLASS 1A	ACRE	4.30	\$ 3,500.00	\$ 15,050.00
1.08	SILT FENCE / EROSION CONTROL W/ MAINTENANCE	FOOT	1,703	\$ 2.50	\$ 4,257.50
1.09	INLET AND PIPE PROTECTION	EACH	20	\$ 200.00	\$ 4,000.00
1.10	STONE RIPRAP, CLASS A3	SQ YD	36	\$ 50.00	\$ 1,800.00
1.11	EROSION CONTROL BLANKET - DS150	SQ YD	3,780	\$ 2.25	\$ 8,505.00
<b>1.00</b>	<b>Sub-Total</b>				<b>\$ 143,881.50</b>

	PAY ITEM	UNITS	QUANTITY	UNIT COST	COST
<b>2.00</b>	<b>PARKING LOT CONSTRUCTION</b>				
	<b>CONCRETE</b>				
2.01	ADA DETECTABLE WARNING	SQ. FT.	167	\$ 25.00	\$ 4,175.00
2.02	AGGREGATE BASE COURSE, TYPE B 2"	SQ. YD.	930	\$ 3.00	\$ 2,790.00
2.03	P.C.C. SIDEWALK 5"	SQ. FT.	8,340	\$ 5.50	\$ 45,870.00
2.04	COMBINATION CONCRETE CURB AND GUTTER, TYPE (B-6,12)	FOOT	1,700	\$ 20.00	\$ 34,000.00
	<b>PAVEMENT</b>				
2.05	PORTLAND CEMENT CONCRETE PAVEMENT 6" (JOINTED)	SQ. YD.	120	\$ 55.00	\$ 6,600.00
2.06	AGGREGATE BASE COURSE MATERIAL (CA-6), 6" TYPE B OR APPROVED EQUAL	SQ. YD.	120	\$ 8.00	\$ 960.00
2.07	AGGREGATE BASE COURSE MATERIAL (CA-6), 8" TYPE B OR APPROVED EQUAL	SQ. YD.	3,180	\$ 10.00	\$ 31,800.00
2.08	AGGREGATE BASE COURSE MATERIAL (CA-6), 12" TYPE B OR APPROVED EQUAL	SQ. YD.	0	\$ -	\$ -
2.09	BITUMINOUS MATERIALS (TACK COAT)	POUND	720	\$ 0.35	\$ 252.00
2.10	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,160	\$ 0.35	\$ 2,506.00
2.11	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 (2.5")	TON	458	\$ 65.00	\$ 29,770.00
2.12	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50 (1.5")	TON	275	\$ 70.00	\$ 19,250.00
	<b>STRIPING</b>				
2.13	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1,710	\$ 0.75	\$ 1,282.50
2.14	PAINT PAVEMENT MARKING - LINE 24"	FOOT	15	\$ 2.50	\$ 37.50
2.15	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	22	\$ 5.00	\$ 110.00
	<b>SIGNAGE</b>				
2.16	SIGN PANEL - TYPE 1	SQ FT	15	\$ 50.00	\$ 750.00
2.17	TELESCOPING STEEL SIGN SUPPORT	FOOT	48	\$ 25.00	\$ 1,200.00
	<b>SITE LIGHTING - COMPLETE WITH WIRING, SLEEVES, FOUNDATION, POLE, LIGHTING UNIT PER OWNER SELECTION</b>				
2.18	LIGHT POLE - SINGLE WITH FOUNDATION, 24" DIAMETER	EACH	23	\$ 2,800.00	\$ 64,400.00
	<b>MISCELLANEOUS</b>				
2.19	BOLLARDS - CONCRETE	EACH	4	\$ 350.00	\$ 1,400.00
2.20	FINE GRADE PARKING LOT	SQ. YD.	3,180	\$ 1.00	\$ 3,180.00
<b>2.00</b>	<b>Sub-Total</b>				<b>\$ 250,345.50</b>

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
<b>3.00</b>	<b>STORM SEWER CONSTRUCTION</b>				
3.01	TRENCH BACKFILL	CU. YD.	300	\$ 32.00	\$ 9,600.00
3.02	CLEAN OUT 6"	EACH	2	\$ 300.00	\$ 600.00
3.03	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 1,950.00	\$ 5,850.00
3.04	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	2	\$ 1,950.00	\$ 3,900.00
3.05	CATCH BASINS, TYPE A, 4'-DIAMETER, OPEN LID	EACH	2	\$ 2,500.00	\$ 5,000.00
3.06	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 11 FRAME AND GRATE	EACH	2	\$ 2,500.00	\$ 5,000.00
3.07	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	\$ 2,200.00	\$ 6,600.00
3.08	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	3	\$ 2,200.00	\$ 6,600.00
3.09	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$ 3,500.00	\$ 3,500.00
3.10	6" DRAIN BASIN (ADS OR EQUAL)	EACH	6	\$ 350.00	\$ 2,100.00
3.11	8" DRAIN BASIN (ADS OR EQUAL)	EACH	4	\$ 500.00	\$ 2,000.00
3.12	12" DRAIN BASIN (ADS OR EQUAL)	EACH	7	\$ 600.00	\$ 4,200.00
3.13	24" DRAIN BASIN WITH 12" STANDARD GRATE (ADS OR EQUAL)	EACH	3	\$ 1,000.00	\$ 3,000.00
3.14	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	1	\$ 700.00	\$ 700.00
3.15	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 16"	EACH	1	\$ 950.00	\$ 950.00
3.16	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24"	EACH	1	\$ 1,000.00	\$ 1,000.00
3.17	PIPE UNDERDRAINS, FABRIC LINED TRENCH 6" WITH CA-7 STONE	FOOT	550	\$ 15.00	\$ 8,250.00
3.18	STORM SEWER 6" PVC	FOOT	216	\$ 15.00	\$ 3,240.00
3.19	STORM SEWER 8" PVC	FOOT	585	\$ 20.00	\$ 11,700.00
3.20	STORM SEWER 10" PVC	FOOT	242	\$ 25.00	\$ 6,050.00
3.21	STORM SEWER 12" PVC	FOOT	179	\$ 30.00	\$ 5,370.00
3.22	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 12"	FOOT	159	\$ 45.00	\$ 7,155.00
3.23	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 15"	FOOT	216	\$ 55.00	\$ 11,880.00
3.24	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 18"	FOOT	464	\$ 65.00	\$ 30,160.00
3.25	STORM SEWERS, RUBBER GASKET, CLASS B, TYPE 2 24"	FOOT	26	\$ 90.00	\$ 2,340.00
3.26	VIDEO TAPING STORM SEWERS (ASBUILT - RECORD)	FOOT	865	\$ 1.50	\$ 1,297.50
<b>3.00</b>	<b>Sub-Total</b>				<b>\$ 148,042.50</b>

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
4.00	<b>WATER MAIN CONSTRUCTION</b>				
4.01	TRENCH BACKFILL	CU. YD.	121	\$ 25.00	\$ 3,025.00
4.02	PRESSURE CONNECTION 8" (TAP EXISTING 16" WM)	EACH	1	\$ 5,000.00	\$ 5,000.00
4.03	WATER MAIN, 6" DI	FOOT	32	\$ 45.00	\$ 1,440.00
4.04	WATER MAIN, 8" DI	FOOT	408	\$ 50.00	\$ 20,400.00
4.05	8" VALVE AND 5' DIA VALVE VAULT	EACH	1	\$ 2,500.00	\$ 2,500.00
4.06	6" AUXILIARY VALVE AND VALVE BOX	EACH	1	\$ 1,500.00	\$ 1,500.00
4.07	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	2	\$ 3,000.00	\$ 6,000.00
4.08	HDD WATER MAIN	FOOT	\$ 85.00	\$ 200.00	\$ 17,000.00
4.00	<b>Sub-Total</b>				\$ 56,865.00

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
5.00	<b>SANITARY SEWER IMPROVEMENTS</b>				
5.01	TRENCH BACKFILL	CU. YD.	73	\$ 32.00	\$ 2,336.00
5.02	8 - INCH SDR 26, PVC, SANITARY SEWER	FOOT	151	\$ 55.00	\$ 8,305.00
5.03	8 - INCH DR 18, PVC, SANITARY SEWER	FOOT	147	\$ 65.00	\$ 9,555.00
5.04	CONNECTION TO EXISTING SANITARY SEWER MANHOLE (EXTERNAL DROP)	EACH	1	\$ 3,500.00	\$ 3,500.00
5.05	SANITARY MONITORING MANHOLE, 4' DIA.	EACH	1	\$ 2,500.00	\$ 2,500.00
5.06	CLEAN OUT 6"	EACH	1	\$ 300.00	\$ 300.00
5.00	<b>Sub-Total</b>				\$ 26,496.00

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
6.00	<b>MISCELLANEOUS IMPROVEMENTS</b>				
6.01	TRASH ENCLOSURE COMPLETE	L.SUM	1	\$ 5,000.00	\$ 5,000.00
6.00	<b>Sub-Total</b>				\$ 5,000.00

	PAY ITEM	UNIT	QUANTITY	UNIT COST	COST
7.00	<b>LANDSCAPING IMPROVEMENTS</b>				
7.01	LANDSCAPING IMPROVEMENTS	L.SUM	1	\$ 115,000.00	\$ 115,000.00
7.00	<b>Sub-Total</b>				\$ 115,000.00

1.00	EARTHWORK AND EROSION CONTROL				\$ 143,651.50
2.00	PARKING LOT CONSTRUCTION				\$ 250,345.50
3.00	STORM SEWER CONSTRUCTION				\$ 148,042.50
4.00	WATER MAIN CONSTRUCTION				\$ 56,865.00
5.00	SANITARY SEWER IMPROVEMENTS				\$ 26,496.00
6.00	MISCELLANEOUS IMPROVEMENTS				\$ 5,000.00
7.00	LANDSCAPING IMPROVEMENTS				\$ 115,000.00
<b>SUBTOTAL COST</b>					<b>\$ 745,400.50</b>
<b>CONTINGENCY (10%) - FINAL</b>					<b>\$ 74,540.05</b>
<b>TOTAL COST (WITH CONTINGENCY)</b>					<b>\$ 819,940.55</b>

**Project Assumptions/Notes/Comments:**

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### Plan Fee, Deposit, & Construction Guarantee Calculator

Development: Cedarhurst  
Date: 6/8/17  
Total acreage: 6.15 acres

Review fee (1)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coordination fee (2)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administration fee (3)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water fee (4)			\$27.80		\$27.80
Public Streetlight Maintenance Deposit (5)					\$0.00
Street Cleaning Deposit (6)					\$2,500.00
Weather Warning Siren Fee (7)					\$0.00
Stormwater Permit Fee (8)					\$100.00
			<b>Fee/Deposit total</b>		<b>\$2,627.80</b>

Required Bond/LOC Amounts	\$136,398.00 for site development permit \$0.00 for remaining sitework
---------------------------	---

Notes: 1) Review fee is 1.25% of approved cost estimate. Does not apply if review is performed by consultant.  
2) Coordination fee is 0.35% of approved cost estimate if a final plat is required.  
3) Administration fee is 1.75% of approved cost estimate. Does not apply if review is performed by consultant.  
4) Water fee is based on \$0.01 per gallon and assumes that the system will be flushed 2.5 times.  
5) Streetlight Normal Maintenance deposit is calculated at \$300 per pole.  
6) Street cleaning deposit to be applied for all developments that include new streets or connect directly to public roadways.  
7) Weather Warning Siren Fee is \$75.00 per gross acre of the development.  
8) Permit fee is \$100 per application per ordinance 8-7-1.

### Work Category Summary

		<u>Length (feet)</u>	<u>Dia (inches)</u>	<u>Volume (gal)</u>	<u>Fee</u>
Grading and Erosion Control	\$143,651.50				
Parking Lot Construction	\$250,345.50	32	6	47	\$1.17
Storm	\$148,042.50	408	8	1065	\$26.62
Sanitary	\$26,496.00	0	10	0	\$0.00
Water	\$56,865.00	0	12	0	\$0.00
<u>Landscaping</u>	<u>\$115,000.00</u>	0	16	0	<u>\$0.00</u>
Total	\$740,400.50				
<b>Total (Public &amp; SE Improvements)</b>	<b>\$113,665.00</b>			Total:	\$27.80

## Refundable Deposit Calculations:

### Streetlight Normal Maintenance

Number of Poles:	0
Deposit Amount:	\$0.00

### Street Cleaning

Lump Sum deposit of: \$2,500.00



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #6

Tracking Number

EDC 2018-06

### Agenda Item Summary Memo

**Title:** Bristol Bay PUD – Amended Annex. Agreement & Amended Final Plat of Subdivision

**Meeting and Date:** Economic Development Committee – January 2, 2018

**Synopsis:** Proposed Amended Annex. Agreement & Final Plat of Subdivision for the  
Bristol Bay residential subdivision.

#### Council Action Previously Taken:

Date of Action: 06-22-10 Action Taken: Approval of Amend. Annex. Agreement

Item Number: PC 2010-06

**Type of Vote Required:** \_\_\_\_\_

**Council Action Requested:** \_\_\_\_\_

**Submitted by:** Krysti J. Barksdale-Noble, AICP Community Development  
Name Department

#### Agenda Item Notes:

See attached memorandum.



Agreement and amended Final Plat of Subdivision will be held at the January 9, 2018 City Council meeting.

### **Development Background:**

The Bristol Bay subdivision covers over 630 acres of land within the northeast quadrant of Yorkville's corporate boundaries and was master planned to have over 2,000 dwelling units consisting of single-family, condominium, townhome and duplex housing types. Planned to be developed in two (2) phases, Phase I comprised Units 1 – 8 and Phase II encompassed Units 9-13. Since its original annexation agreement approval in April 2005<sup>1</sup>, the Bristol Bay Subdivision has constructed 648 units (~30%) which include 272 multiple-family units (condos), 168 townhomes, and 208 single-family dwellings.

The City approved the first amendment to the Bristol Bay annexation agreement in June 2010<sup>2</sup> to address intersection improvement obligations, park land cash fees, temporary occupancy security, potential future replatting of condominiums with townhomes or single-family detached housing, and an extension of building code ordinance and fee locks. Since that time, the developer has steadily made progress on outstanding punchlist items within the unfinished portions of the subdivision and moved towards final acceptance of public infrastructure and improvements within the completed units of the development.

### **Current Site Conditions/Proposed Reductions:**

As mentioned previously, some improvements have been completed within the development. The city's engineering consultant, EEI, has recently performed an overall punchlist of the units within the subdivision and has provided the following recommendations for reduction/release.

<b>Location</b>	<b>Bond Value</b>	<b>Bond</b>	<b>Purpose</b>	<b>Comment</b>	<b>Recommendation</b>
Unit 1	\$24,200	International Fidelity #0504706	Bertram Dr.	Pulte to pay cash per agreement	Bond to be released
Unit 2	\$147,400	International Fidelity #0504707	Bristol Bay Dr.	Pulte to pay cash per agreement	Bond to be released
Unit 3	\$172,371	Liberty Mutual #268009420	Maintenance Bond	Unit accepted on 1/24/17; All work is complete;	Bond to be released
Unit 9	\$847,848.97	Arch Insurance Co., # SU1114154	Site Work	Replacement bond to be provided per agreement	Bond to be released
Unit 9	\$151,468.83	Arch Insurance Co., # SU1114157	Landscaping	Replacement bond to be provided per agreement	Bond to be released
Unit 9	\$10,471.65	Arch Insurance Co., # SU1114160	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 10	\$19,103.42	Arch Insurance Co., # SU1114161	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 11	\$18,025.26	Arch Insurance Co., # SU1114162	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 11	\$657,233.93	Arch Insurance Co., # SU1114155	Site Work	Replacement bond to be provided per agreement	Bond to be released
Unit 11	\$232,023.36	Arch Insurance Co., # SU1114156	Landscaping	Replacement bond to be provided per agreement	Bond to be released
Unit 12	\$7,869.78	Arch Insurance Co., # SU1114163	Earthwork	Replacement bond to be provided per agreement	Bond to be released
Unit 13	\$32,537.31	Arch Insurance Co., # SU1114164	Earthwork	Replacement bond to be provided per agreement	Bond to be released

<sup>1</sup> <http://50.193.91.100/weblink/0/doc/30211/Page1.aspx>

<sup>2</sup> <http://50.193.91.100/weblink/0/doc/13637/Page1.aspx>



Following are brief comments from the engineer regarding the current condition and reasoning for a proposed bond release for each item listed above:

- Unit 3 was accepted on January 24, 2017. This unit was re-inspected this fall and all additional work has been completed. Since we are near the one-year date, we are recommending a full release at this time.
- A portion of Unit 11 will be considered for acceptance during the December series of meetings. If accepted the proposed bond amount will be \$16,159. This will be a maintenance bond.
- We are recommending a bond amount of \$200,000 to cover any maintenance on utilities and/or soil erosion and sedimentation control items related to the improvements installed within Units 9, 10, 11, 12 and 13 that have not been accepted. This bond should not expire until such time the areas are developed.

#### **Current Bond/ LOC Reduction Policy Deviations:**

The city's current subdivision security reduction policy for bonds or Letters of Credit (LOC) is to retain twenty percent (20%) of the value of substantially completed items and 120% of uncompleted items, in addition to applying an inflation factor based upon the Engineering News Record Construction Cost Index. The proposed request would deviate from this policy by allowing a ***reduction of approximately 90% of the current bonds from \$1,976,582.20 to \$200,000.00*** without substantial completion of those items, and a full release of security for items not yet constructed.

#### **Proposed Amended Final Plats:**

Centex has provided the attached preliminary Final Plat of Resubdivision plans prepared by HR Green for the undeveloped/dormant subareas in Units 9 and 11. Unit 9 will be resubdivided into Lot 2048A (developed area) and Lot 2048B (dormant/undeveloped area), while Unit 11 will be resubdivided into Lot 2049A (developed area) and Lot 2049B (dormant/undeveloped area). The total acreage of the resubdivided units is approximately 15.5 acres and contains public utility and drainage easements.

The city engineer is in the process of reviewing the submitted plats of resubdivision and will provide comments prior to the Planning and Zoning Commission meeting scheduled for December 13, 2017.

#### **Staff Comments:**

The items listed above consist of land improvements required to have security in place to guarantee their completion and any maintenance needed during the 1 year warranty period after City acceptance. While this request deviates from our current policy, there is precedent of partially reducing and releasing letters of credits/bonds for residential developments in Yorkville where public improvements have yet to be installed, such as in Grande Reserve in 2011, Blackberry Woods in 2010 and Kendallwood Estates 2012. Most importantly, the release and reduction of the bonds are for non critical components of public improvements within the existing subdivision and will not impact the current infrastructure operations. Staff also has no major concerns regarding the proposed final plat of resubdivision.

The City Attorney has prepared a draft amended Annexation Agreement detailing the proposed bond reduction for consideration at the December 12, 2017 public hearing. Staff and the applicant will be available at Tuesday night's meeting to answer questions from the committee.

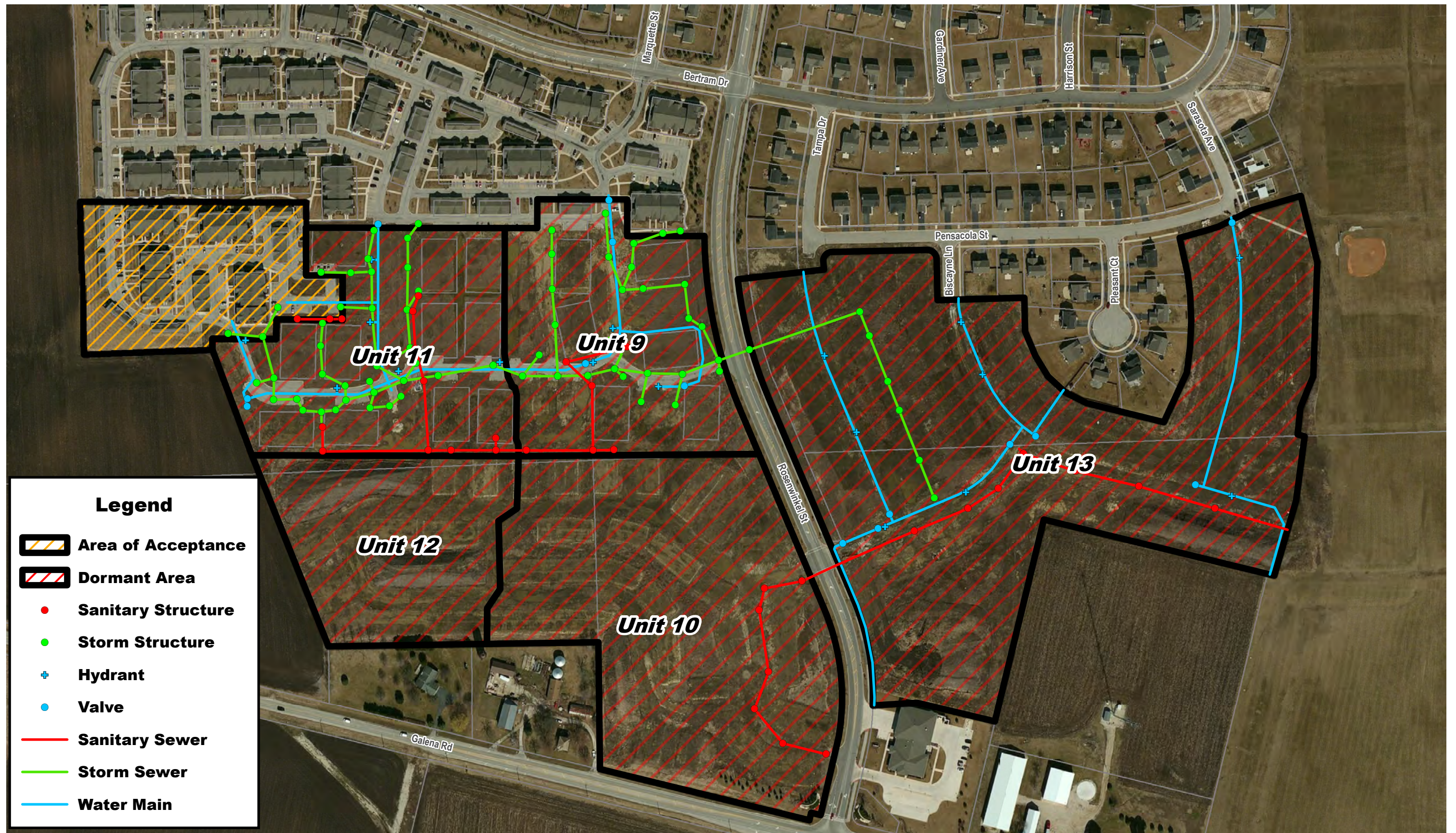
#### **Attachments:**

1. Bristol Bay Unit Map prepared by EEI, dated 11-30-17
2. Bristol Bay Location Map and Development Status prepared by EEI dated October 2015
3. Plan Council Memos prepared by EEI dated November 8, 2017 & Comm. Dev. Dir. dated November 6, 2017
4. Correspondence from Comm. Dev. Dir. to Petitioner dated November 9, 2017












5. Petitioner Applications for Amended Annexation Agreement & Amended Final Plat w/ attachments
6. Proposed Final Plat of Resubdivision prepared by HR Green dated 10/23/2017
7. Public Hearing Notice





### Legend

-  **Area of Acceptance**
-  **Dormant Area**
-  **Sanitary Structure**
-  **Storm Structure**
-  **Hydrant**
-  **Valve**
-  **Sanitary Sewer**
-  **Storm Sewer**
-  **Water Main**


**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
[www.eeiweb.com](http://www.eeiweb.com)



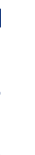
**United City of Yorkville**  
 800 Game Farm Road  
 Yorkville, IL 60560  
 630-553-4350  
[www.yorkville.il.us](http://www.yorkville.il.us)

DATE:		November 2017
PROJECT NO.:		YO1748
BY:		KKP
PATH:		H:\GIS\PUBLIC\YORKVILLE\2017\
FILE:		YO1748-BB Unit 11
NO.	DATE	REVISIONS

250 125 0 250 Feet



**BRISTOL BAY**







November 8, 2017

Ms. Krysti Barksdale-Noble  
Community Development Director  
United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560

**Re: *Bristol Bay Resubdivision  
United City of Yorkville  
Kendall County, Illinois***

Krysti:

We have reviewed the submittal provided by Pulte for the proposed resubdivision and offer the following comments:

**Annexation Agreement Amendment**

Pulte's requests are listed below in italicized text.

- *Amendment needs to reflect the subplat of Lot 2048 in Unit 9 to Lots 2048A and 2048B, and Lot 2049 in Unit 11 to Lots 2049A and 2049B.*

**See our comments below under final plats.**

- *The requirement to post Development Bonds for the undeveloped portions of Units 9 and Unit 11 and the entirety of Units 10, 12 and 13 will be released and the amendment will require instead that a future developer posts the bonds as a condition to receiving a land development permit on a Unit by Unit basis. For the developed portions of Units 9 and 11, they were just completed, and we are working through acceptance and bond release separately through normal City process.*

**We do not recommend the complete the release of performance security as a significant portion of the underground improvements were constructed and have not been accepted. We will recommend an amount of security to be provided once a punchlist is complete.**

**We are currently performing a punchlist inspection of the units in question. Depending on the results of the inspection, some items may need to be addressed immediately.**

**We are in agreement that the developed portions of Units 9 and 11 may follow the normal land development acceptance process.**

**Our records indicate the following bonds remain in place for the subject units.**

Unit	Current Bond Amount	Surety	Bond Purpose
Unit 9	\$847,848.97	Arch Insurance Co., Bond # SU1114154	110% of sitework
Unit 9	\$151,468.83	Arch Insurance Co., Bond # SU1114157	110% of Landscaping
Unit 9	\$10,471.65	Arch Insurance Co., Bond # SU1114160	Site Dev. permit bond
Unit 10	\$19,103.42	Arch Insurance Co., Bond # SU1114161	Site Dev. permit bond
Unit 11	\$18,025.26	Arch Insurance Co., Bond # SU1114162	Site Dev. permit bond
Unit 11	\$657,233.93	Arch Insurance Co., Bond # SU1114155	110% of sitework
Unit 11	\$232,023.36	Arch Insurance Co., Bond # SU1114156	110% of Landscaping
Unit 12	\$7,869.78	Arch Insurance Co., Bond # SU1114163	Site Dev. permit bond
Unit 13	\$32,537.31	Arch Insurance Co., Bond # SU1114164	Site Dev. permit bond
Unit 2	\$147,400.00	International Fidelity #0504707	Bristol Bay Drive - Unit 2
Unit 1	\$24,200.00	International Fidelity #0504706	Bertram - Unit 1

- *Release the Development Bonds for RT 47 and Bertram Drive upon payment by Pulte of cash in the amounts below:*
  - *Bristol Bay Drive Sta Route 47 ROW to STA 204+25 Unit 2* \$147,400
  - *50 feet of Bertram Drive Unit 1* \$24,200

**We are in agreement with the proposal. Please see the attached memo for the background on this issue.**

- *Extend the fee locks provided in the 2010 amendment until 2025 to be coterminous with the Annexation Agreement.*

**We have no comments on this item.**

### **Final Plats**

- We recommend that an aerial exhibit be created noting the proposed unit boundaries. This will be useful during Plan Commission and City Council meetings.
- The developer should comment as to why the "townhome lots" are not included. Perhaps the creation of one single lot will accomplish what is necessary.
- Easements will need to be provided for the City to gain access to the installed utilities.
- All lots are to be numbered, without the use of letters.

- According to the PU&DE note a PU&DE is being granted, if this is the case then easement provisions are needed on the plat.
- Lot numbers 20418 and 2049 in the PU&DE note are not correct.
- It appears that Lots 2049A and 2049B are owned by the Bristol Bay Condo Association and Lot 2048B is owned by Centex Homes. If this is the case, then 2 ownership certificates are needed.

If you have any questions or if you require additional information, please call.

Very truly yours,

ENGINEERING ENTERPRISES, INC.



Bradley P. Sanderson, P.E.  
Vice President

BPS/dm

pc: Mr. Bart Olson, City Administrator (Via e-mail)  
Ms. Erin Willrett, Assistant City Administrator (via email)  
Mr. Eric Dhuse, Director of Public Works (Via e-mail)  
Ms. Lisa Pickering, Deputy Clerk (Via e-mail)  
Ms. Kathy Field-Orr, City Attorney (Via e-mail)  
Mr. Joe Marx, Pulte (Via e-mail)  
JAM, EEI (Via e-mail)



# Memorandum

To: Bart Olson, City Administrator  
From: Joe Wywrot, City Engineer  
CC: Lisa Pickering, Deputy City Clerk  
Eric Dhuse, Director of Public Works  
Date: December 10, 2009  
Subject: Bristol Bay Units 1, 2, & 6 – Final Acceptance & Bond Adjustments

---

Centex Homes has requested that the city accept the public improvements in Bristol Bay Units 1, 2, and 6 for ownership and maintenance. Unit 1 is generally located south and west of the Rosenwinkel/Bertram intersection; Unit 2 is located near the northwest corner of Bristol Bay, south of Bristol Bay Drive, and Unit 6 is located northeast of the Rosenwinkel/Bristol Bay Drive intersection. See the attached map for exact locations. The remaining punchlist items for Unit 1 are:

- Provide satisfactory record drawings. A few minor revisions need to be done.
- Re-route the electrical service for five streetlights on Rosenwinkel Drive north of Galena.

The punchlists for Units 2 and 6 have been completed. Bills of Sale are currently being prepared, and will be ready by next week.

Corresponding to final acceptance are adjustments to the bonds currently in place for each of these units, to remain in place during the warranty period:

For Unit 1, Armor Assurance Co. Bond #ARM10687 for earthwork should be reduced by the amount of \$5,708.23; the remaining earthwork bond amount would be \$19,876.99. Armor Assurance Co. Bond #ARM10350 for sitework should be increased by the amount of \$277,820.00; the remaining sitework bond amount would be \$387,015.16. Safeco Insurance Co. Bond #6544060 for landscaping should be reduced by the amount of \$11,489.89; the remaining landscape bond amount would be \$16,537.38.

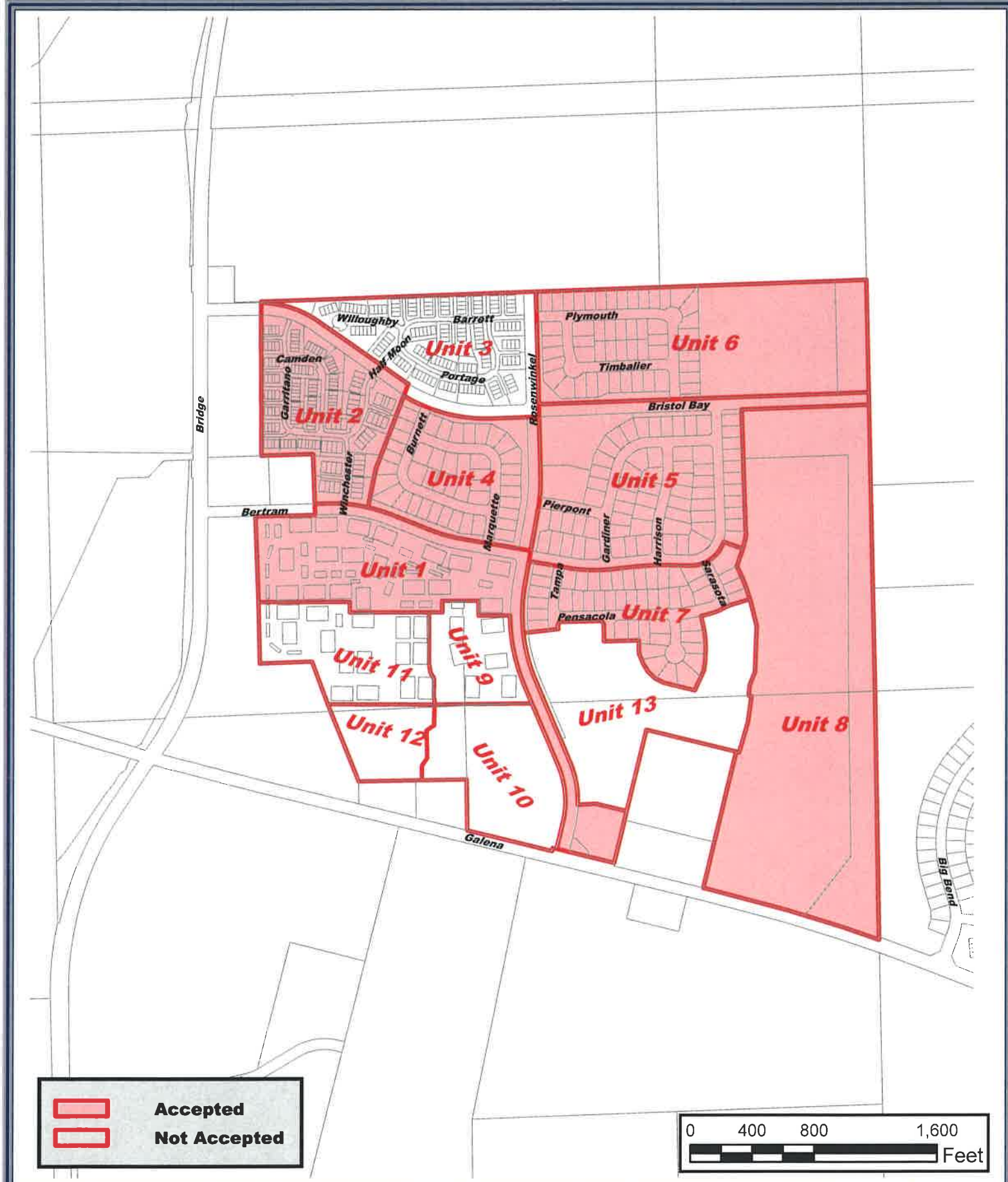
For Unit 2, Armor Assurance Co. Bond #ARM10688 for earthwork should be reduced by the amount of \$4,086.77; the remaining earthwork bond amount would be \$14,230.81. Armor Assurance Co. Bond #ARM10351 for sitework should be increased by the amount of \$25,969.37; the remaining sitework bond amount would be \$191,486.55. Safeco Insurance Co. Bond #6544061 for landscaping should be reduced by the amount of \$9,223.92; the remaining landscape bond amount would be \$13,275.96.

For Unit 6, Armor Assurance Co. Bond #ARM10692 for earthwork should be reduced by the amount of \$7,495.09; the remaining earthwork bond amount would be \$26,099.16. Armor Assurance Co. Bond #ARM10355 for sitework should be increased by the amount of \$88,604.21; the remaining sitework bond amount would be \$123,775.94. Safeco Insurance Co. Bond #6544065 for landscaping should be reduced by the amount of \$12,546.37; the remaining landscape bond amount would be \$14,847.60.

Please refer to the attached spreadsheets for the bond adjustment details. The sitework bonds for all three units had previously been reduced below the amount normally allowed by city ordinance. This was done to comply with Section 11A of the Bristol Bay development agreement, which allowed for a Special Service Area bond to supplement conventional bonding. Upon acceptance, however, the amounts of the conventional bonds need to be adjusted to cover the full 10% warranty amount.

Bertram Drive in Unit 1 and Bristol Bay Drive in Unit 2 were not extended to the boundaries of those units. Bertram Drive stopped about 50 feet short of the boundary due to grade differences with the adjoining property. Bristol Bay Drive stopped about 325 feet short of the boundary because that section of roadway will be constructed as part of Centex's Route 47 improvements. Bertram Drive will be extended by the Northgate developer. The estimated cost of these two extensions is \$22,000 for Bertram Drive and \$134,000 for Bristol Bay Drive. We should require a bond in the amount of \$171,600 (110% of the estimated costs) to guarantee the extension of these roadways.

I recommend that the public improvements for Bristol Bay Units 1, 2, and 6 be accepted by the city for ownership and maintenance, subject to a one-year warranty period, completion of the Unit 1 punchlist during the warranty period, receipt of a satisfactory bond in the amount of \$171,600 to extend Bertram and Bristol Bay Drives, and receipt of satisfactory warranty bonds for in the amounts listed above. Please place this item on the December 15, 2009 Public Works Committee agenda for consideration.



**Engineering Enterprises, Inc.**  
 52 Wheeler Road  
 Sugar Grove, Illinois 60554  
 (630) 466-6700  
[www.eerweb.com](http://www.eerweb.com)

DATE:	October 2015
PROJECT NO.:	YO1234
BY:	KKP
PATH:	H:\GIS\PUBLIC\YORKVILLE\2012\
FILE:	YO1234-Location.mxd

**BRISTOL BAY  
 LOCATION MAP AND  
 DEVELOPMENT STATUS**





923 76

Pt. 6

Pt. -027

Pt. 12.69

344.65

Pt. -028

Pt. 2.38

1987.84

1987.59

-023

2.37

512.20

-022

5.89

Pt. 2

-019

474.54

472.54R

432.03

558.05

CLR-640

Rosenwinkel St

Blaney Ln

Pensacola St

Tampa Dr

Marquette St

Bertram Dr

Galena Rd

- | — | Arrow 100   | —        | From To 400 | Tip 100    |
|---|-------------|----------|-------------|------------|
| — | Arrow 400   | Hook 100 | Hook 100    | Tip 400    |
| — | From To 100 | Hook 400 | Hook 400    | Road Names |



# Memorandum

To: Plan Council  
From: Krysti Barksdale-Noble, Community Development Director  
Date: November 6, 2017  
Subject: **PZC 2017-14 Bristol Bay (Annex. Agmt. Amendment & Final Plat)**  
Proposed Annexation Agreement Amendment and Final Plat

---

I have reviewed the applications for Annexation Agreement Amendment and Final Plat approval for Units 9 and Unit 11 received October 30, 2017 as submitted by Centex Homes, petitioner. As indicated, the petitioner is seeking Annexation Agreement Amendment and Final Plat approval for approximately 15.85-acres of land located within the Bristol Bay residential subdivision.

Based upon my review of the application documents and plans, I have compiled the following comments:

## **ANNEXATION AGREEMENT AMENDMENT/ FINAL PLAT COMMENTS:**

1. **SUBPLATTING OF LOTS WITHIN UNITS 9 & 11** – Per the 1<sup>st</sup> Amended Annexation Agreement for Bristol Bay via Ord. 2010-32, it was contemplated in Section 7: *Agreement to Consider Replacement of Condominiums with Townhomes or Single-Family Detached Homes* that future replatting of portions of the Bristol Bay subdivision may occur. Section 7, paragraphs a and b read as follows:
  - a. Centex desires to have the ability to replace any or all of the remaining condominium units with townhomes or single-family detached homes and shall provide to the City a fiscal impact analysis demonstrating no negative impact or current homeowners' association assessments or special service area payments.
  - b. The City agrees to and act in good faith and act in a reasonable manner upon any submittal of preliminary plan for the replacement of condominium buildings with townhomes and/or single-family detached homes under the normal plan review process in accordance with the Developer's request in paragraph 6a above. Nothing contained within this paragraph shall be construed as an approval of a land-use plan or related documents. All land-use plan amendments shall be considered an amendment to the annexation agreement and shall be processed as such.
2. Centex Homes is requesting the release of existing bonds for only the undeveloped portions of Units 9 and 11 and full release all security in place for Units 10, 12 and 13 and instead will require that a future developer post the bonds as a condition to receiving approval for a development permit on a unit-by-unit basis. Centex Homes is currently working with the City Engineer to finalize the acceptance of public improvements in the developed portions of Units 9 and 11, and creating an updated punchlist of work items for all the undeveloped areas in Units 9, 11, 10, 12 and 13.
  - a. Staff recommends that if any public improvements and/or underground utilities have been installed within the undeveloped portions of the Bristol Bay Subdivision, that those improvements remain bonded for as was done in the Kendallwood Estates development in November 2012 (see attached Recorded

Doc. No. 201300000684. We defer further commentary to the engineering review comments from Engineering Enterprises, Inc., (EEI) the City's consultant.

3. Current security amounts for these units are as follows:

Development Name	Original Security Amount	Current Security Amount (as of 10-31-17)	Surety Doc. No.	Purpose
Bristol Bay Unit 9	\$1,453,294.78	\$847,848.97	Arch Insurance Co., Bond #SU1114154	110% Site of work
	\$151,468.83	\$151,468.83	Arch Insurance Co., Bond #SU1114157	110% of Landscaping
	\$10,471.65	\$10,471.65	Arch Insurance Co., Bond #SU1114160	Site Dev. Permit Bond.
Bristol Bay Unit 10	\$19,103.42	\$19,103.42	Arch Insurance Co., Bond #SU1114161	Site Dev. Permit Bond.
Bristol Bay Unit 11	\$18,025.26	\$18,025.26	Arch Insurance Co., Bond #SU1114162	Site Dev. Permit Bond
	\$1,309,846.19	\$657,233.93	Arch Insurance Co., Bond #SU1114155	110% of Site work
	\$232,023.36	\$232,023.36	Arch Insurance Co., Bond #SU1114156	110% of Landscaping
Bristol Bay Unit 12	\$7,869.78	\$7,869.78	Arch Insurance Co., Bond #SU1114163	Site Dev. Permit Bond
Bristol Bay Unit 13	\$32,537.31	\$32,537.31	Arch Insurance Co., Bond #SU1114164	Site Dev. Permit Bond

4. Request for release of the development bonds for Route 47 and Bertram Drive upon payment by Pulte of the cash in the amount of **\$171,600** to the City, as detailed below:

- Bristol Bay Drive STA Route 47 ROW to STA 204+25 Unit 2 **\$147,400**
- 50 feet of Bertram Drive Unit 1 **\$24,200**

a. Per the 1<sup>st</sup> amended annexation agreement in 2010, it stated in Sections 4 and 5, the City waived the developer's obligations to construct the intersection improvements of Galena Road and Bristol Bay Drive and at Route 30, as these would now be City obligations. Further, the amended agreement stated that the City will return and bond held by the City as security for said roadway upon the completion and City acceptance of Bristol Bay Drive to the IDOT right-of-way to Route 47 by Centex. According to the City Engineer, this work has been completed and accepted, therefore the release is favorable.

5. Requested extension of fee locks provided in the 2010 1<sup>st</sup> annexation agreement amendment until the year 2025 to be coterminous with the annexation agreement.

a. Staff has discussed this request with the City Administrator and recommends that the existing fee and ordinance lock extension to April 25, 2018, as approved in 2010 via Ord. 2010-32, remain in effect. It is the City's position that as presented, the undeveloped portions of Units 9-13 have no definite plan for construction as currently platted or otherwise redeveloped. Therefore, an extension of fees for an

additional seven (7) years is unwarranted. Should a future land plan for these units be provided or redevelopment of the area occurs as currently platted, the new developer can approach the City with a request for fee reduction/fee lock at that time.





## United City of Yorkville

*County Seat of Kendall County*

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-8545

Website: [www.yorkville.il.us](http://www.yorkville.il.us)

November 9, 2017

Rob Getz  
Pulte Home Company, LLC  
1900 E. Golf Road, Suite 300  
Schaumburg, Illinois 60173

**(VIA POSTAL MAIL & E-MAIL)**

### **RE: Bristol Bay PUD - Request for Annexation Agreement Amendment & Final Plat Approval**

Dear Mr. Getz,

This correspondence is intended to follow-up on the recent Plan Council meeting held on November 9, 2017 to discuss the proposed Annexation Agreement Amendment and Final Plat approval applications for the Bristol Bay PUD residential subdivision. Per that discussion, below are the additional comments presented during the Plan Council meeting for which subsequent information, revised plans and/or a written response is requested. These comments are in addition to the comments previously prepared as part of the Plan Council packet.

#### **Engineering Comments:**

1. *Performance Security Release.* As discussed in the Plan Council meeting, staff does not recommend the full release of the development bonds within the undeveloped portions of Units 9, 10, 11, 12 and 13, due to existing underground utilities/public improvements. Therefore, a reduction in bond amount will be the recommendation based upon an updated punchlist performed by the City's engineer, EEI.
  - Centex Homes continues to request a full release of the bonds in the undeveloped areas of Units 9, 10, 11, 12 and 13, as well as a waiver of the 1-year maintenance period upon completion of the punchlist items. Additional review by city staff and outside agencies (Bristol Kendall Fire District and Yorkville Bristol Sanitary District) is needed before further comments can be provided.
  - The City has requested a deadline for the completion of the punchlist items by December 13, 2017 in order to move forward to the Public Works Committee with a recommendation for acceptance.
  - Centex Homes has agreed to create a standalone record drawing for all completed infrastructure within this area, either by unit or as an overall utility map.

- Although not discussed at the Plan Council meeting, staff will recommend that the security guarantee be increased from 110% of the EOPC as stipulated in the current annexation agreement to 120% of the EOPC to be consistent with the current Subdivision Control Ordinance standards.
- 2. *Easements.* City has requested that easements will need to be provided for the City to gain access to the installed utilities.
  - Centex Homes to confirm utilities are in appropriated lots within blanket easements.
- 3. *Final Plats.* City has requested that an aerial exhibit be prepared noting the proposed unit boundaries.
  - Centex Homes has agreed to submit an aerial based exhibit indicating the unit boundaries and numbered lots.

### **Community Development Comments:**

1. *Annexation Agreement Amendment.* City has requested the following additional language be added to the provisions of the requested amended annexation agreement:
  - Stipulation that no building permit can be issued or approved for the undeveloped areas within Units 9, 10, 11, 12 and 13 until such time full security for all outstanding site work, development, landscaping and public improvements have been submitted.
2. *Overgrown grass/vegetation.* The undeveloped lots will need to be mowed prior to approval of the requests and future maintenance of the lots shall be maintained per the City's current property maintenance standards. Contact information of the future buyer/purchaser of the lots or their designee (i.e., property maintenance company, site manager, etc.) shall be provided to City staff upon sale of the property.
3. *Fee Lock Extension.* Centex Homes had requested an extension of the building permit fees for the Bristol Bay PUD until 2025 to be coterminous with the expiration of the annexation agreement.
  - Centex has decided to withdraw this request in response to City staff's comments provided in the Plan Council memo dated November 6, 2017 and a likely unfavorable recommendation to City Council.
4. *Temporary Access Barricades.* Staff inquired if any incomplete roads or temporary access points within the undeveloped area will be barricaded for safety concerns.
  - Centex is considering barricading the temporary access off of Rosenwinkle Street. A map of the proposed barricaded locations will be provided by Centex Homes for review by City staff and BKFD.
5. *Recapture.* Section 2, paragraph g of the 1<sup>st</sup> amendment to the Bristol Bay Annexation Agreement (Ord. 2010-32) referenced future recapture owed to Centex in the amount of \$2,412,063 with interest will be recovered from future developers/owners of property located south of Galena Road.
  - Centex has indicated they are aware that the Recapture Agreement for the Bristol Bay portion of the Rob Roy Interceptor was approved by the City but not recorded against such properties south of Galena Road. While they intend to revisit this discussion with the City, it will be separate from this request at a future date.

Revised plans and/or responses to the comments requested herein should be provided no later than **Monday, November 27, 2017**, so that staff may incorporate the necessary information into the

Economic Development Committee memorandum regarding the requests. Should you have any questions, please feel free to contact me at 630-553-8573, or via email: [knoble@yorkville.il.us](mailto:knoble@yorkville.il.us).

Sincerely,

Krysti J. Barksdale-Noble, AICP  
Community Development Director

Cc: Bart Olson, City Administrator (via e-mail)  
Kathleen Field-Orr, City Attorney (via e-mail)  
Brad Sanderson, EEI, City Engineer (via e-mail)  
Eric Dhuse, Public Works Director (via e-mail)  
Peter Ratos, Building Code Official (via e-mail)  
Jason Engberg, Senior Planner (via e-mail)  
Mike Torrence, Fire Marshal BKFD (via e-mail)

## Application For Amendment

### STAFF USE ONLY

Date of Submission  PC#

Development Name

### Applicant Information

Name of Applicant(s)

Business Address

City  State  ZIP

Business Phone  Business Fax

Business Cell  Business E-mail

### Property Information

Name of Holder of Legal Title

If Legal Title is held by a Land Trust, list the names of all holders of any beneficial interest therein:

Property Street Address

Description of Property's Physical Location

#### Zoning and Land Use of Surrounding Parcels

North	<input type="text"/>
East	<input type="text"/>
South	<input type="text"/>
West	<input type="text"/>

Current Zoning Classification

#### Kendall County Parcel Number(s) of Property

Refer to Final Plat	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

List all governmental entities or agencies required to receive notice under Illinois law:



## Application For Amendment

### Property Information

Name of Agreement

Date of Recording

Summarize the items to be amended from the existing agreement:

- Amendment needs to reflect the subplat of Lot 2048 in Unit 9 to Lots 2048A and 2048B, and Lot 2049 in Unit 11 to Lots 2049A and 2049B.
- The requirement to post Development Bonds for the undeveloped portions of Units 9 and Unit 11 and the entirety of Units 10, 12 and 13 will be released and the amendment will require instead that a future developer posts the bonds as a condition to receiving a land development permit on a Unit by Unit basis. For the developed portions of Units 9 and 11, they were just completed and we are working through acceptance and bond release separately through normal City process.
- Release the Development Bonds for RT 47 and Bertram Drive upon payment by Pulte of cash in the amounts below:
  - o Bristol Bay Drive Sta Route 47 ROW to STA 204+25 Unit 2 \$147,400
  - o 50 feet of Bertram Drive Unit 1 \$24,200

### Additional Contact Information

#### Attorney

Name

Address

City  State  ZIP

Phone  Fax

E-mail

#### Engineer

Name

Address

City  State  ZIP

Phone  Fax

E-mail

#### Land Planner/Surveyor

Name

Address

City  State  ZIP

Phone  Fax

E-mail

## Application For Amendment

### Attachments

Applicant must attach a legal description of the property to this application and title it as "Exhibit A".

Applicant must list the names and addresses of any adjoining or contiguous landowners within 500 feet of the property that are entitled notice of application under any applicable City Ordinance or State Statute. Attach a separate list to this application and title it as "Exhibit B".

Applicant must attach a true and correct copy of the existing agreement and title it as "Exhibit C".

Applicant must attach amendments from the existing agreement and title it as "Exhibit D".

### Agreement

I verify that all the information in this application is true to the best of my knowledge. I understand and accept all requirements and fees as outlined as well as any incurred administrative and planning consultant fees which must be current before this project can proceed to the next scheduled committee meeting.

I understand all of the information presented in this document and understand that if an application becomes dormant it is through my own fault and I must therefore follow the requirements outlined above.

 Applicant Signature

Date

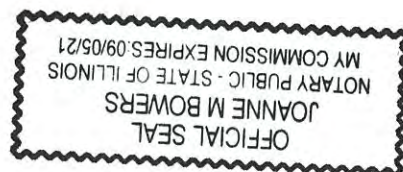
11/29/17

Robert Getz

VP Land Acquisition - Center

THIS APPLICATION MUST BE NOTARIZED  
PLEASE NOTARIZE IN THE SPACE BELOW:

 - JoAnne M. Bowers



## EXHIBIT A – BRISTOL BAY ANNEXATION AGREEMENT AMENDMENT

Below is the list of the items that Pulte is requesting to address in an amendment to the Bristol Bay Annexation Agreement:

- Amendment needs to reflect the subplat of Lot 2048 in Unit 9 to Lots 2048A and 2048B, and Lot 2049 in Unit 11 to Lots 2049A and 2049B.
- The requirement to post Development Bonds for the undeveloped portions of Units 9 and Unit 11 and the entirety of Units 10, 12 and 13 will be released and the amendment will require instead that a future developer posts the bonds as a condition to receiving a land development permit on a Unit by Unit basis. **For the developed portions of Units 9 and 11, they were just completed and we are working through acceptance and bond release separately through normal City process.**
- Release the Development Bonds for RT 47 and Bertram Drive upon payment by Pulte of cash in the amounts below:
  - Bristol Bay Drive Sta Route 47 ROW to STA 204+25 Unit 2 **\$147,400**
  - 50 feet of Bertram Drive Unit 1 **\$24,200**
- Extend the fee locks provided in the 2010 amendment until 2025 to be coterminous with the Annexation Agreement.





United City of Yorkville  
800 Game Farm Road  
Yorkville, Illinois, 60560  
Telephone: 630-553-4350  
Fax: 630-553-7575  
Website: [www.yorkville.il.us](http://www.yorkville.il.us)

# APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

## INTENT AND PURPOSE:

The purpose of this application is to allow land to be divided and distributed in a way that conforms to the City of Yorkville's standards and enhances the land's value. Preliminary Plans and Final Plats allow the City Staff and local government to review how land will be developed and if it is ideal for that location within the city. This application is used to submit new preliminary plans and final plats but may also be used to amend either of those documents.

This packet explains the process to successfully submit and complete an Application for a Preliminary Plan and Final Plat. It includes a detailed description of the process and the actual application itself. Please type the required information in the application on your computer. The application will need to be printed and signed by the applicant. The only item that needs to be submitted from this packet is the application. The rest of the packet is to help guide you through the process unto completion.

## APPLICATION PROCEDURE:



## STAGE 1: APPLICATION SUBMITTAL

The following must be submitted to the Community Development Department:

- One (1) original signed application with legal description.
- Two (2) 11" x 17" copies each of the proposed drawings, location map, and site plan. Large items must be folded to fit in a 10" x 13" envelope.
- Appropriate filing fee.
- One (1) CD or portable USB drive containing an electronic copy (pdf) of each of the signed application (complete with exhibits), proposed drawings, location map, and site plan.
- Subdivision Plats: Three (3) full size copies and one (1) 11" by 17" copy depicting the originally platted lots, the proposed new lots, the proposed modifications and adjustments.

Within one (1) week of submittal, the Community Development Department will determine if the application is complete or if additional information is needed. These materials must be submitted a minimum of forty five (45) days prior to the targeted Planning and Zoning Commission meeting. An incomplete submittal could delay the scheduling of the project.

Applicant is responsible for making submittals to other review agencies such as Kendall County, Illinois Department of Transportation, Illinois Department of Natural Resources, U.S. Army Corps of Engineers, etc., to allow timely review by the City.

Applicant will be responsible for payment of recording fees and public hearing costs, including written transcripts of the public hearing and outside consultant costs (i.e. legal review, land planner, zoning coordinator, environmental, etc.). The applicant will be required to establish a deposit account with the city to cover these fees. The Petitioner Deposit Account/Acknowledgement of Financial Responsibility form is attached to this document and must be submitted with the application.



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## APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

### STAGE 2: PLAN COUNCIL REVIEW

Applicant must present the proposed plan to the Plan Council. The Plan Council meets on the 2nd and 4th Thursday of the month. The members of the Council include the Community Development Director, City Engineer, the Building Department Official, the Public Works Director, the Director of Parks and Recreation, a Fire Department Representative, and a Police Department Representative. Upon recommendation by the Plan Council, applicant will move forward to the Planning and Zoning Commission meeting.

### STAGE 3: ECONOMIC DEVELOPMENT COMMITTEE

Applicant must present the proposed plan to the Economic Development Committee. Economic Development Committee meets at 7:00 p.m. on the 1st Tuesday of each month. This session is to discuss and consider recommendations prior to full City Council considerations and provide informal feedback. The Economic Development Committee will submit its recommendation to City Council.

### STAGE 4: PLANNING & ZONING COMMISSION PUBLIC HEARING

Applicant will attend a meeting conducted by the Planning & Zoning Commission. The Planning & Zoning Commission meets on the 2nd Wednesday of the Month at 7:00pm. The Planning & Zoning Commission will conduct a meeting on the request, discuss the request, and make a recommendation to City Council.

### STAGE 5: CITY COUNCIL PUBLIC HEARING

Applicant must present the proposed subdivision replat to the City Council. The City Council meets the 2nd and 4th Tuesdays of every month at 7:00 p.m. in the Yorkville City Hall Council Chambers. The proposal will be discussed at the City Council hearing where formal voting takes place. City Council will make the final approval of the replatting.

### STAGE 6: FINAL PLAT RECORDING

Once the final subdivision plat is approved by the City Council and all required documents, bonds, and letters of credit are submitted to the city, the final plat must be recorded with Kendall County. Submit the final plat mylar to the Deputy Clerk for signatures. When all city signatures are in place, the developer or his surveyor may take the mylar to the Kendall County Clerk for their signature. The next step is to have six (6) paper prints made and return to the Kendall County Recorder's office for recording. Kendall County requires the mylar and four (4) paper copies. The City of Yorkville requires that you submit two (2) recorded paper copies to the Deputy Clerk.



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# APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

## DORMANT APPLICATIONS

The Community Development Director shall determine if an application meets or fails to meet the requirements stated above. If the Director determines that the application is incomplete it will become dormant under these circumstances:

- The applicant has been notified of such deficiencies and has not responded or provided a time line for completing the application within ninety (90) days from the time of notification.
- The applicant has not responded in writing to a request for information or documentation from the initial plan commission review within six (6) months from the date of that request.
- The applicant has not responded to a request for legal or engineering deposit replenishment for city incurred costs and fees within ninety (90) days from the date of the request.

If the Community Development Director has sent the required notice and the applicant has not withdrawn their application or brought it into compliance, then the director shall terminate the application. After termination, the application shall not be reconsidered except after the filing of a completely new application.

Withdrawal or termination of an application shall not affect the applicant's responsibility for payment of any costs and fees, or any other outstanding debt owed to the city. The balance of any funds deposited with the city that is not needed to pay for costs and fees shall be returned to the applicant. (Ord. 2011-34, 7-26-2011)





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# APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

INVOICE & WORKSHEET PETITION APPLICATION			
<b>CONCEPT PLAN REVIEW</b>	<input type="checkbox"/> Engineering Plan Review deposit	\$500.00	Total: \$
<b>AMENDMENT</b>	<input type="checkbox"/> Annexation <input type="checkbox"/> Plan <input type="checkbox"/> Plat <input type="checkbox"/> P.U.D.	\$500.00 \$500.00 \$500.00 \$500.00	Total: \$
<b>ANNEXATION</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount		Total: \$
<b>REZONING</b>	<input type="checkbox"/> \$200.00 + \$10 per acre for each acre over 5 acres <i>If annexing and rezoning, charge only 1 per acre fee; if rezoning to a PUD, charge PUD Development Fee - not Rezoning Fee</i>  _____ - 5 = _____ x \$10 = _____ + \$200 = \$ _____ # of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount		Total: \$
<b>SPECIAL USE</b>	<input type="checkbox"/> \$250.00 + \$10 per acre for each acre over 5 acres  _____ - 5 = _____ x \$10 = _____ + \$250 = \$ _____ # of Acres                      Acres over 5                      Amount for Extra Acres                      Total Amount		Total: \$
<b>ZONING VARIANCE</b>	<input type="checkbox"/> \$85.00 + \$500.00 outside consultants deposit		Total: \$
<b>PRELIMINARY PLAN FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>PUD FEE</b>	<input type="checkbox"/> \$500.00		Total: \$
<b>FINAL PLAT FEE</b>	<input checked="" type="checkbox"/> \$500.00		Total: \$ 500
<b>ENGINEERING PLAN REVIEW DEPOSIT</b>	<input type="checkbox"/> Less than 1 acre <input type="checkbox"/> Over 1 acre, less than 10 acres <input checked="" type="checkbox"/> Over 10 acres, less than 40 acres <input type="checkbox"/> Over 40 acres, less than 100 acres <input type="checkbox"/> Over 100 acres	\$1,000.00 \$2,500.00 \$5,000.00 \$10,000.00 \$20,000.00	Total: \$ 5000
<b>OUTSIDE CONSULTANTS DEPOSIT</b>	<i>Legal, land planner, zoning coordinator, environmental services</i> For Annexation, Subdivision, Rezoning, and Special Use:  <input type="checkbox"/> Less than 2 acres <input type="checkbox"/> Over 2 acres, less than 10 acres <input checked="" type="checkbox"/> Over 10 acres		Total: \$ 5000
<b>TOTAL AMOUNT DUE:</b>			10,500



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# APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

DATE: 10-26-17	PZC NUMBER:	DEVELOPMENT NAME: Bristol Bay
<b>PETITIONER INFORMATION</b>		
NAME: Rob Getz		COMPANY: Centex Homes, a Nevada general partnership
MAILING ADDRESS: 1900 E. Golf Road, Suite 300		
CITY, STATE, ZIP: Schaumburg, IL 60173		TELEPHONE: 312-720-6579
EMAIL: <a href="mailto:rob.getz@pultegroup.com">rob.getz@pultegroup.com</a>		FAX: N/A
<b>PROPERTY INFORMATION</b>		
NAME OF HOLDER OF LEGAL TITLE: Bristol Bay Condo Assoc		
IF LEGAL TITLE IS HELD BY A LAND TRUST, LIST THE NAMES OF ALL HOLDERS OF ANY BENEFICIAL INTEREST THEREIN:		
PROPERTY STREET ADDRESS: Lot 2048 - Unit 9 and Lot 2049 - Unit 11 of Bristol Bay		
TYPE OF REQUEST:		
<input type="checkbox"/> PRELIMINARY PLAN <input type="checkbox"/> FINAL PLAT <input type="checkbox"/> AMENDED PRELIMINARY PLAN <input checked="" type="checkbox"/> AMENDED FINAL PLAT		
TOTAL LOT ACREAGE: 21.678		CURRENT ZONING CLASSIFICATION: Bristol Bay PUD
<b>ATTACHMENTS</b>		
Petitioner must attach a legal description of the property to this application and title it as "Exhibit A".		





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# APPLICATION FOR PRELIMINARY PLAN & FINAL PLAT

## ATTORNEY INFORMATION

NAME: N/A

COMPANY:

MAILING ADDRESS:

CITY, STATE, ZIP:

TELEPHONE:

EMAIL:

FAX:

## ENGINEER INFORMATION

NAME: Ken Huhn

COMPANY: HR Green

MAILING ADDRESS: 651 Prairie Pointe Drive, Suite 201

CITY, STATE, ZIP: Yorkville, IL 60560

TELEPHONE: 630-553-7560

EMAIL:

FAX: 630-553-7646

## LAND PLANNER/SURVEYOR INFORMATION

NAME: Bernard J. Bauer

COMPANY: HR Green

MAILING ADDRESS: 651 Prairie Pointe Drive, Suite 201

CITY, STATE, ZIP: Yorkville, IL 60560

TELEPHONE: 630-553-7560

EMAIL:

FAX: 630-553-7646

## AGREEMENT

I VERIFY THAT ALL THE INFORMATION IN THIS APPLICATION IS TRUE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND AND ACCEPT ALL REQUIREMENTS AND FEES AS OUTLINED AS WELL AS ANY INCURRED ADMINISTRATIVE AND PLANNING CONSULTANT FEES WHICH MUST BE CURRENT BEFORE THIS PROJECT CAN PROCEED TO THE NEXT SCHEDULED COMMITTEE MEETING.

I UNDERSTAND ALL OF THE INFORMATION PRESENTED IN THIS DOCUMENT AND UNDERSTAND THAT IF AN APPLICATION BECOMES DORMANT IT IS THROUGH MY OWN FAULT AND I MUST THEREFORE FOLLOW THE REQUIREMENTS OUTLINED ABOVE.

  
PETITIONER SIGNATURE

October 27, 2017  
DATE

OWNER HEREBY AUTHORIZES THE PETITIONER TO PURSUE THE APPROPRIATE ENTITLEMENTS ON THE PROPERTY.

  
OWNER SIGNATURE

October 27, 2017  
DATE



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Fax: 630-553-7575  
Website: www.yorkville.il.us

## PETITIONER DEPOSIT ACCOUNT/ ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY

PROJECT NUMBER: Rob Getz	FUND ACCOUNT NUMBER: Centex Homes, a Nevada	PROPERTY ADDRESS: 1900 E. Golf Road, Suite 300
APPLICATION/APPROVAL TYPE (check appropriate box(es) of approval requested):		
<input type="checkbox"/> CONCEPT PLAN REVIEW	<input type="checkbox"/> AMENDMENT (TEXT)	<input type="checkbox"/> ANNEXATION
<input type="checkbox"/> SPECIAL USE	<input type="checkbox"/> MILE AND 1/2 REVIEW	<input type="checkbox"/> ZONING VARIANCE
<input type="checkbox"/> FINAL PLANS	<input type="checkbox"/> PLANNED UNIT DEVELOPMENT	<input checked="" type="checkbox"/> FINAL PLAT
<b>PETITIONER DEPOSIT ACCOUNT FUND:</b> It is the policy of the United City of Yorkville to require any petitioner seeking approval on a project or entitlement request to establish a Petitioner Deposit Account Fund to cover all actual expenses occurred as a result of processing such applications and requests. Typical requests requiring the establishment of a Petitioner Deposit Account Fund include, but are not limited to, plan review of development approvals/engineering permits. Deposit account funds may also be used to cover costs for services related to legal fees, engineering and other plan reviews, processing of other governmental applications, recording fees and other outside coordination and consulting fees. Each fund account is established with an initial deposit based upon the estimated cost for services provided in the <b>INVOICE &amp; WORKSHEET PETITION APPLICATION</b> . This initial deposit is drawn against to pay for these services related to the project or request. Periodically throughout the project review/approval process, the Financially Responsible Party will receive an invoice reflecting the charges made against the account. At any time the balance of the fund account fall below ten percent (10%) of the original deposit amount, the Financially Responsible Party will receive an invoice requesting additional funds equal to one-hundred percent (100%) of the initial deposit if subsequent reviews/fees related to the project are required. In the event that a deposit account is not immediately replenished, review by the administrative staff, consultants, boards and commissions may be suspended until the account is fully replenished. If additional funds remain in the deposit account at the completion of the project, the city will refund the balance to the Financially Responsible Party. A written request must be submitted by the Financially Responsible Party to the city by the 15th of the month in order for the refund check to be processed and distributed by the 15th of the following month. All refund checks will be made payable to the Financially Responsible Party and mailed to the address provided when the account was established.		
<b>ACKNOWLEDGMENT OF FINANCIAL RESPONSIBILITY</b>		
NAME: Rob Getz		COMPANY: Centex Homes, a Nevada general partnership
MAILING ADDRESS: 1900 E. Golf Road, Suite 300		
CITY, STATE, ZIP: Schaumburg, IL 60173		TELEPHONE: 312-720-6579
EMAIL: rob.getz@pultegroup.com		FAX:
<b>FINANCIALLY RESPONSIBLE PARTY:</b> I acknowledge and understand that as the Financially Responsible Party, expenses may exceed the estimated initial deposit and, when requested by the United City of Yorkville, I will provide additional funds to maintain the required account balance. Further, the sale or other disposition of the property does not relieve the individual or Company/ Corporation of their obligation to maintain a positive balance in the fund account, unless the United City of Yorkville approves a Change of Responsible Party and transfer of funds. Should the account go into deficit, all City work may stop until the requested replenishment deposit is received.		
Robert Getz PRINT NAME		Vice President of Land Acquisition TITLE
 SIGNATURE		October 27, 2017 DATE
<b>ACCOUNT CLOSURE AUTHORIZATION</b>		
DATE REQUESTED: _____		<input type="checkbox"/> COMPLETED <input type="checkbox"/> INACTIVE
PRINT NAME: _____		<input type="checkbox"/> WITHDRAWN <input type="checkbox"/> COLLECTIONS
SIGNATURE: _____		<input type="checkbox"/> OTHER
DEPARTMENT ROUTING FOR AUTHORIZATION:		<input type="checkbox"/> COM. DEV. <input type="checkbox"/> BUILDING <input type="checkbox"/> ENGINEERING <input type="checkbox"/> FINANCE <input type="checkbox"/> ADMIN.





▷ 651 Prairie Pointe Drive | Suite 201 | Yorkville, IL 60560  
Main 630.553.7560 • Fax 630.553.7646

▷ [HRGREEN.COM](http://HRGREEN.COM)

**Resubdivision of Bristol Bay  
Lot 2048 – Unit 9 and Lot 2049 – Unit 11  
Legal Descriptions  
HRG Job# 170554.01**

LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027593, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

AND

LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027594 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

PREPARED ON OCTOBER 27, 2017


PREPARED BY: BERNARD J. BAUER  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003799  
LICENSE EXPIRES: 11/30/2018





**PROJECT CONTACT:**  
**MR. JOE MARX PHONE: (847) 525.7732**  
**EMAIL: JOSEPH.MARX@PULTEGROUP.COM**

GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.

**HR GREEN CONTACTS:**  
KEN HUHN P.E., PROJECT MANAGER  
630-753-7560  
BERNARD J. BAUER P.L.S., PROJECT SURVEYOR  
630-753-7560

UNSUBDIVIDED LANDS

HATCH LEGEND

 PUBLIC UTILITY & DRAINAGE  
EASEMENT AREA, PER DOCS.  
200700027593 & 200700027594

PUBLIC UTILITY & DRAINAGE EASEMENT NOTE:

PER DOCUMENTS 200700027593 & 200700027594, A PUBLIC UTILITY AND DRAINAGE EASEMENTS, IN ACCORDANCE WITH THE EASEMENT PROVISIONS STATED THEREON, WERE HERETOFORE GRANTED OVER ALL AREAS OF LOTS 1636-1650 & 1661-1666 (EXCEPTING THEREFROM THAT PART OF SAID LOTS ON WHICH A PRINCIPAL RESIDENTIAL BUILDING IS TO BE CONSTRUCTED). A PUBLIC UTILITY AND DRAINAGE EASEMENT, IN ACCORDANCE WITH THE EASEMENT PROVISIONS STATED HEREON, IS ALSO HEREBY GRANTED OVER ALL AREAS OF LOTS 20418 & 2049 (EXCEPTING THEREFROM THAT PART OF SAID LOT ON WHICH A GARAGE OR GAZEBO IS TO BE CONSTRUCTED).

NOTE: Only those Building Line Restrictions or Easements shown on a Recorded Subdivision Plat are shown hereon unless the description ordered to be surveyed contains a proper description of the required building lines or easements.

- \* Basis of bearing and distance is **RECORDED PLAT OF SUBDIVISION**
- \* No distance should be assumed by scaling.
- \* No underground improvements have been located unless shown and noted.
- \* No representation as to ownership, use, or possession should be hereon implied.
- \* This Survey and Plat of Survey are void without original embossed or red colored seal and signature affixed.

Field notes for this survey were completed on 10/24/2017

This professional service conforms to the current Illinois minimum standards for a boundary survey and was performed for:

**PULTE GROUP CORPORATION**  
Compare your description and site markings with this plat and  
AT ONCE report any discrepancies which you may find.

**FINAL PLAT OF  
RESUBDIVISION OF BRISTOL BAY  
LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11**

A RESUBDIVISION LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027593 AND LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, ACCORDING TO THE PLAT THEREOF, RECORDED AS DOCUMENT 200700027594, AND BEING PART OF THE SOUTH 1/2 OF SECTION 4-37-7 AND PART OF THE NORTHEAST 1/4 OF SECTION 9-37-7 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS

## LAND AREAS

LAND USE	ACREAGE
PERIMETER OF RESUBDIVISION	21.678± AC.
LOTS 1639-1650 & 1661-1666 (NOT INCLUDED)	6.142± AC.
LOTS 2048A, 2048B, 2049A & 2049B	15.536± AC.

**MISCELLANEOUS NOTES:**

1. THIS PROPERTY IS WITHIN THE CORPORATE LIMITS OF THE UNITED CITY OF YORKVILLE.
2. 5/8" STEEL RODS SET @ ALL EXTERIOR CORNERS UNLESS OTHERWISE NOTED. 5/8" STEEL RODS WILL BE SET AT ALL INTERIOR CORNERS WITHIN 12 MONTHS OF RECORDATION.
3. DIMENSIONS ALONG CURVES ARE ARC DISTANCES UNLESS OTHERWISE NOTED.
4. NO DIMENSIONS SHALL BE ASSUMED BY SCALING.
5. ALL AREAS SHOWN HEREON ARE MORE OR LESS TO THE NEAREST SQUARE FOOT.
6. EXISTING ZONING FOR CONDOMINIUM IS PLD. (CITY OF YORKVILLE)
7. SPACES TO BE OWNED AND MAINTAINED BY HOMEOWNERS ASSOCIATION
8. BEARINGS ARE BASED ON THE RECORDED PLAT OF SUBDIVISION (LOCAL COORDINATE SYSTEM)
9. SEE COVENANTS AND RESTRICTIONS AND CONDOMINIUM DECLARATIONS FOR EASEMENT PROVISIONS NOT SHOWN HEREON.

PREPARED ON [CURRENT DATE]  
PREPARED BY:

**FOR REVIEW**

---


BERNARD J. BAUER  
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 3799  
LICENSE EXPIRES: 11/30/18

PINs: 02-04-375-020  
02-04-375-021  
02-04-376-153  
02-04-450-005

[illegible]

Illinois Professional Design Firm # 184-001322

651 Prairie Pointe Drive, Suite 201,  
Yorkville, Illinois 60560  
t. 630.553.7560 f. 630.553.7646  
[www.hrgreen.com](http://www.hrgreen.com)



**FINAL PLAT OF  
RESUBDIVISION OF BRISTOL BAY  
LOT 2048 - UNIT 9 AND LOT 2049 - UNIT 11**

BAR IS ONE INCH ON  
OFFICIAL DRAWINGS  
0  1"  
IF NOT ONE INCH,  
ADJUST SCALE ACCORDINGLY

DRAWN BY: BJB  
APPROVED: MRF  
JOB DATE: 10/23/2017  
JOB NO: 171554.01

SHEET

0F 2







**PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
BEFORE  
UNITED CITY OF YORKVILLE  
CITY COUNCIL  
PZC 2017-14**

**NOTICE IS HEREBY GIVEN** a public hearing shall be held on a second amendment to that certain Annexation Agreement (Bristol Bay Subdivision) dated April 26, 2005, as amended June 22, 2010, by and among Centex Homes (*Owner/Developer*), a Nevada General Partnership, and the United City of Yorkville, Kendall County, Illinois, on December 12, 2017 at 7:00 p.m. at City Hall at the United City of Yorkville, 800 Game Farm Road, Yorkville, Illinois for the purpose of amending the Bristol Bay Subdivision related to replatting portions of Units 9 and 11, relief of certain security requirements for those undeveloped portions of the aforementioned replatted units, release of certain development bonds and the extension of building permit, connection and impact fee locks in effect as of the date of the Original Agreement with no increases, other than those incurred by the City for water meters, on the development until April 25, 2025.

The Legal description is as follows:

**Bristol Bay Lot 2048 of Unit 9**

LOT 2048 OF BRISTOL BAY P.U.D. - UNIT 9, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027593, IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

AND

**Bristol Bay Lot 2049 of Unit 11**

LOT 2049 OF BRISTOL BAY P.U.D. - UNIT 11, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 4 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 2007 AS DOCUMENT 200700027594 IN THE UNITED CITY OF YORKVILLE, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS.

The public hearing may be continued from time to time without further notice being published.

All interested parties are invited to attend the public hearing and will be given an opportunity to be heard. Any written comments should be addressed to the United City of Yorkville Community Development Department, City Hall, 800 Game Farm Road, Yorkville, Illinois 60560, and will be accepted up to the date of the public hearing.

By order of the Corporate Authorities of the United City of Yorkville, Kendall County, Illinois.

BETH WARREN  
City Clerk

BY: Lisa Pickering  
Deputy Clerk



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #7

Tracking Number

EDC 2018-07

### Agenda Item Summary Memo

**Title:** Professional Services Agreement for Building Plan Review and Inspections

**Meeting and Date:** Economic Development Committee - January 2, 2018

**Synopsis:** Professional services agreement contract with B&F Construction for building plan review and inspections on an as needed basis.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Vote

**Submitted by:** Krysti Barksdale-Noble, AICP  
Name Department

#### Agenda Item Notes:

See attached memo.

*Have a question or comment about this agenda item?*

*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](http://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)*



# Memorandum

To: Economic Development Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Pete Ratons, Building Code Official  
Date: December 13, 2017  
Subject: **B&F Construction Code Services – Professional Building Inspection and Plan Review Services Agreement**

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## Summary

In August 2017, the City of Yorkville solicited Request for Qualifications (RFQ) from licensed professional service companies for commercial and large scale residential development inspections and plan reviews on an as needed basis. Upon review of the submitted proposals and follow-up queries, staff is recommending awarding this professional services contract to Building & Fire Construction Codes Inc (B&F Construction) of Elgin, Illinois.

## Background

The City currently provides building plan review and inspection services with in-house staff. The plan reviews and inspections are done within a short period time (typically 2 weeks for plan reviews and inspections within 24 hours of request) to facilitate the residents and building community needs to complete residential and commercial projects. This shortened turnaround is done, in part, to maintain a competitive advantage amongst neighboring communities and to encourage new development within the City. At certain times, the high volume of permits submitted and inspections required puts pressure on the two (2) full-time building department staff members as they try to maintain the petitioner's construction schedules. In calendar year 2017, the City issued approximately 915 permits and conducted over 3,500 inspections.

In addition to the limited staff and their areas of specialization, training, and licensing, coordination around vacation time, mandatory off-site continuing education courses and sick days can be a challenge. Due to this, and the steady increase in annual permit volume, staff posted the attached request for proposal seeking assistance for inspections and various plan review-services on an as need basis. It is estimated that the City may utilize up to 750 hours per calendar year of outsourced plan review and/or inspection services.

Upon posting the RFQ, the City received three (3) responses from qualified firms, which were HR Green, SAFEbuilt and B&F Construction. Based upon staff expertise, knowledge of local codes, reported plan review turnaround time and inspection services, as well as the ability to assist with drafting adoptions for future code updates, Building and Fire Construction Codes Inc. (B&F) is the recommended firm for the professional services contract.

## Proposed Services Agreement

The proposed services agreement is attached for your review and details provisions such as the contract term, fee schedule and payments, confidentiality, and insurance/indemnification requirements. Specifically, the term of the contract is open ended but allows either party, the City or B&F, to terminate the agreement upon thirty (30) days written notice. A detailed fee schedule has been provided as an exhibit to the contract. The plan review fees for residential and



commercial/industrial uses are consistent with the City's current building plan review fees. As proposed, the City would be responsible for paying B&F directly, so there would be no change in the way permits are processed or payment made by the permittee. Furthermore, the confidentiality provisions restricts B&F from disclosing specific information about plans or data submitted to outside parties as part of the review process. Finally, B&F has submitted a copy of their proof of insurance naming the City as an additional insured party in an acceptable amount of liability coverage.

### **Staff Recommendation**

Yorkville's Community Development staff, the Purchasing Manager, and the City Attorney have reviewed and recommend for approval the proposed contract with B&F Construction for supplemental plan review and building inspection services. If approved, it is anticipated the Building Code Official will schedule a plenary meeting with the B&F plan reviewers and inspectors assigned to Yorkville to review our current codes, forms and possibly conduct a brief tour of the City.

Staff will be available at Tuesday night's meeting to address any questions or concerns from the committee regarding this matter.

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,  
AUTHORIZING A SERVICE AGREEMENT FOR  
BUILDING PLAN REVIEW AND INSPECTIONS**

.

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the “*City*”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

**WHEREAS**, the City is responsible to review all plans submitted for commercial, residential and industrial development for zoning, building code compliance and appearance code compliance and the issuance of all building permits as well as permits for signs, decks, fences and pools; and,

**WHEREAS**, the City’s Building Safety and Zoning Department (the “*Department*”) provides such services on behalf of the City; and,

**WHEREAS**, the volume of the applications for permits continues to increase and the City believes that assistance with the required reviews is warranted in order to continue its goal of short “turn-around” times in order to maintain the City’s competitive advantage to encourage new development; and,

**WHEREAS**, after review of several service providers, the Department has determined that B&F Construction Services, Inc., an Illinois corporation, has the staff with the professional experience, skill and competence to provide the Department with the assistance it needs; and,

**WHEREAS**, the Department hereby recommends that the City Council to enter into the Service Agreement for Building Plan Review and Inspections with B&F Construction Code Services, Inc., as attached hereto.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

*Section 1.* The Service Agreement for Building Plan Review and Inspection by and between the City and B&F Construction Code Services, Inc., in the form attached hereto and made a part hereof is hereby approved, and the Mayor and City Clerk are hereby authorized to execute same and deliver said Agreement on behalf of the United City of Yorkville.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

*Passed* by the City Council of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2018.

\_\_\_\_\_  
City Clerk

CARLO COLOSIMO \_\_\_\_\_

KEN KOCH \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

JOEL FRIEDERS \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

ALEX HERNANDEZ \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2018.

\_\_\_\_\_  
Mayor

*Attest:*

\_\_\_\_\_  
City Clerk



**United City of Yorkville, Illinois**

**Request for Qualifications**  
for Professional Building Inspection and  
Planned Development Review Services

<b>Qualifications Due:</b>	<b>August 15, 2017, 10AM</b>
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**United City of Yorkville, Illinois**  
**800 Game Farm Road, Yorkville, Illinois 60560**  
**Request for Qualifications**

The United City of Yorkville, Illinois is soliciting interest for the following:

Qualified, licensed professional service companies for inspections (framing, electrical and HVAC/Mechanical) and commercial or large planned development review services on an as needed basis.

It is the intent of the City to qualify a professional architectural, engineering, building code inspection company or firm in a related discipline for the scope of work described above.

Qualifications will be received at the City Hall, at 800 Game Farm Road, Yorkville, Illinois 60560 **until 10:00 AM on August 15, 2017 (the closing date)**. Qualifications not physically received by the City by 10:00 AM on August 15, 2017 will be returned, unopened to the firm. Emailed or faxed responses will not be accepted. Take note that overnight deliveries may not arrive on the day of the RFQ opening prior to 10:00 AM. Qualifications will be opened and evaluated in private, and proposal information will be kept confidential until a decision is made.

All Qualifications shall be sealed and addressed as follows:

United City of Yorkville  
(Vendor Name)  
RE: Qualifications for Inspection Services  
Attention: Annie Callahan, Purchasing Manager  
800 Game Farm Road  
Yorkville, IL 60560

Proposal packets are available online at <http://www.yorkville.il.us>. Additional packets may be picked up at United City of Yorkville City Hall. City Hall is open Monday through Friday, 8:00AM to 4:30PM.

General questions regarding this Request for Qualifications shall be directed to Annie Callahan, Purchasing Manager at 630-553-8566. All detailed questions concerning the actual specifications are to be forwarded to Krysti J. Barksdale-Noble, AICP by email at [knoble@yorkville.il.us](mailto:knoble@yorkville.il.us) not less than ten (10) business days prior to the scheduled closing date.

The person or firm submitting the proposal shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and City which may in any manner affect the proposal.

The City Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

**No informal communication shall occur regarding this RFQ, including requests for information, or speculation between Offeror's or any of their individual members and any City elected official, employee or independently contracted employees or consultants. Failure to comply with this provision may result in offeror's proposal being removed from consideration**

Any cost incurred by the Offeror in preparation, transmittal, or presentation of any information or material submitted in response to the RFQ, shall be borne solely by the Offeror.

### **General Overview**

The City of Yorkville (herein called the "City") is seeking a professional services company (herein called the "Contractor") to perform high quality inspections for electrical, framing, mechanical and commercial or large planned development reviews on an as needed basis when the work load reaches a level that the current staff cannot absorb.

The City currently provides building plan review and inspection services with in-house staff. The plan reviews and inspections are done within a short period time to facilitate the customer's needs to complete their residential and commercial projects. It is necessary to maintain short turn-around times to provide the City with a competitive advantage to encourage new development within the City. At certain times, the total number of permits issued in 2015 was 605 and 855 permits were issued in 2016 and inspections puts pressure on the two (2) full-time building department staff members as they try to maintain the petitioner's construction schedules. Due to limited staff and specialization, training, and licensing that some staff have, staff has to coordinate work around times when inspectors are out of the office at required training or during vacation and sick days. Based on estimates, the City may need assistance for approximately 750 hours for inspections and various plan review-services.

United City of Yorkville has adopted codes and ordinances that are intended to improve and protect the health, safety and welfare of the general public. These ordinances seek to promote a desirable neighborhood living environment and preserve property values.

United City of Yorkville Building Safety and Zoning department is responsible for building permits and a variety of other services such as zoning reviews, building code compliance and appearance code regulations of all plans submitted for commercial, residential, industrial properties, as well as and miscellaneous permits such as signs, decks, fences, and pools. The building code reviews utilize the 2009 International Code Council (ICC) codes with amendments, 2008 National Electric Code (NEC) with amendments and 2012 International Energy Conservation Code (IECC). Some residential developments were approved with legacy codes locked in for a set period of time according to their annexation agreement. These developments are allowed to build to codes from the 2000 IBC and 2006 IBC depending on their respective agreements.

The City is governed by a Mayor and eight elected Alderman. The appointed City Administrator is responsible for day-to-day operations. Departments include Administration, Finance, Community Development, Building Safety and Zoning, Public

Works, Engineer, Police, and Parks and Recreation. Budgeted expenditures are \$33,275,572, including General Fund expenditures of \$14,803,097. Yorkville has 168 full-time equivalent employees.

### **Project Overview**

The City is interested in qualifying companies for work on an as needed basis for inspections (framing, electrical and HVAC/Mechanical) and commercial or large planned development review services. The selected firm will provide contracted municipal building plan review services for the City. The successful firm will coordinate with designated City staff, on all major activities relating to building plan review services.

### **Potential Scope of Work**

The list belows identifies typical examples of services that may be assigned. The list provided is not exclusive, and may include other tasks not listed. The services provided will be determined by the City. As specific services are requested by the City, the firm shall assign a project task number for said services and provide the City with an estimated budget for the work, and receive written approval prior to commencement.

1. Inspections for framing, electrical and HVAC/Mechanical
2. Commercial or large planned development review services.

The successful firm shall be responsible for all resources necessary to deliver these services to the satisfaction of the City.

### **Selection Process**

The City will use the following general selection process to determine the most qualified firm(s) to provide inspections and planned review services.

- 1) Interested parties will provide written qualifications to the City based on the guidelines and information in this RFQ.
- 2) The firm shall be duly licensed and certified to perform the professional services outlined in this RFQ. Certifications must include International Council Code (ICC) and Residential and Commercial building inspection.
- 3) The City may request firms to participate in an interview process to include (but not be limited to) an interview, a check of references, or any other follow-on activity deemed appropriate by the City.

### **Proposal Content**

Proposals shall not exceed 20 pages. The City is not interested in brochures, boilerplate filler, or general information that is not relevant to this process. Consultants submitting proposals are advised to provide a clear and responsive approach to addressing all issues noted in this RFQ.

Key elements of each proposal should include, but not necessarily be limited to, the following items:

**Firm's History:** provide a brief history of your firm

**Understanding & Approach:** The firm should clearly state their understanding of the City's potential scope of work described above and for the role the firm should play. Specific example and insights will be useful in this section.

**Electronic Plans:** Contractor must have capability of retrieving plans electronically from the City and returning them after completion of their review.

**Experience:** The firm shall describe their experience and expertise in providing commercial or large planned development review, in addition to inspecting framing, electrical and HVAC/Mechanical. Recent experience demonstrating professional working relationships with other Kendall County agencies will be considered.

**Project Team:** Describe the proposed project team, providing an organizational chart clearly delineating individual responsibilities. Identify key contacts for the team. Provide resumes for key contacts and support personnel.

**Availability:** The selected company must be capable of responding to the City's needs in a timely manner, complete projects on time, and be an efficient resource for the City. The proposal should address the consultant's approach to meeting the City's needs.

**References:** Firms shall provide contact information for three (3) municipal references for which the firm has provided similar professional services, preferably in Kendall County. Reference contact information should include a contact name, phone number, and email address.

### **UNITED CITY OF YORKVILLE, ILLINOIS GENERAL CONDITIONS**

The following General Conditions apply to all proposals requested and accepted by the City and become a part of the contract unless otherwise specified. Persons submitting proposals or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. The City assumes that submission of a proposal means that the person submitting the proposal has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

***Persons submitting Qualifications.*** If requested, the interested Person submitting the proposal must provide a detailed statement regarding the business and technical organization of the Person submitting the proposal that is available for the work that is contemplated. Information pertaining to financial resources, experiences of personnel, previously completed projects, plant facilities, and other data may also be required to satisfy the City that the Person submitting the proposal is equipped and prepared to fulfill the Contract should the Contract be awarded to him/her. The competency and responsibility of Persons submitting proposals and of their proposed subcontractors will be considered in making awards.



The City may make such investigations as it deems necessary, and the Person submitting the proposal shall furnish to the City all such information and data for this purpose as the City may request. A responsible Person submitting the proposal is one who meets all of the following requirements:

- Have the necessary experience, organization, and technical qualifications to perform the proposed Contract.
- Is able to comply with the required performance schedule or completion date, taking into account all existing commitments.
- Has a satisfactory record of performance, integrity, judgment, and skills.
- Is qualified and eligible under all applicable laws and regulations.

**Forms:** All proposals must be submitted on the forms provided, complete with all blank spaces filled in and properly signed in ink in the proper spaces. All Proposal packets are available online at [www.yorkville.il.us](http://www.yorkville.il.us) or at the United City of Yorkville City Hall which is located at 800 Game Farm Rd., Yorkville, Illinois and when completed delivered to the same Office prior to the proposal closing date and time. Persons submitting proposals may attach separate sheets for the purpose of explanation, exception, qualifications or alternative proposals.

**Submittal of Qualifications:** Qualifications Proposals must be submitted to the attention of the Purchasing Manager of the United City of Yorkville.

**Completeness:** All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The Person submitting the proposal shall include the completed Proposal Sheet. The City will strictly hold the person submitting the proposal to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the person submitting the proposal.

**Person submitting the proposal's qualifications:** No award will be made to any person submitting the proposal who cannot satisfy to the City that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The City's decision or judgment on these matters shall be final and binding. The City may make such investigations as it deems necessary. The person submitting the proposal shall furnish to the City all information and data the City may request for the purpose of investigation.

**Proposal Award for All or Part:** Unless otherwise specified, proposals shall be submitted for the scope of services for which proposals are requested. The City reserves the right to make award on all items, or any of the items, according to the best interests of the City. The contract will be awarded to that consultant or consultants whose proposal(s) conforms most closely to the Request for Qualifications, and which will be most advantageous to the City, taking relative experience working on similar projects and other factors into consideration. The City reserves the right to select more than one consultant if our needs are best met in that manner.

***Consideration of Proposal:*** No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or had failed to perform faithfully any previous contract with the City.

The person submitting the proposal, if requested, shall present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

***Compliance with All Laws:*** All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations which may in any manner affect the preparation of the proposal or performance of the contract.

***Compliance with the Substance Abuse Prevention on Public Works Projects Act:*** The Contractor and its Subcontractors shall comply with the Substance Abuse Prevention on Public Works projects Act (820 ILCS 265/1 et seq.) and prior to commencing work on any City project (as defined in the Prevailing Wage Act) file with the City its program to comply with the Act or file that portion of its collective bargaining agreement that deals with the matters covered by the Act.

***Equal Employment Opportunity:*** During the performance of the contract and/or supplying of materials, equipment, and supplies, person submitting the proposal must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

***Contract Alterations:*** – No amendment of a contract shall be valid unless made in writing and signed by the City Administrator or his authorized agent.

***Notices:*** – All notices required by the contract shall be given in writing.

***Nonassignability:*** – The Contract or any part thereof may not be assigned, to any other person, firm, or corporation without the previous written consent of the City Administrator. Such assignment shall not relieve the Contractor from his obligations, or change the terms of the contract.

***Indemnity:*** – To the fullest extent permitted by law, the City, its officials, agents, and employees, must be indemnified and held harmless against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost, and expenses, which may in anywise accrue against the City, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may anywise result therefore, except that arising out of the sole legal cause of the City, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment

shall be rendered against the City, its officials, agents, and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the City, its officials, agents, and employees as herein provided.

**Insurance:** –Satisfactory proof of insurance must be provided naming the United City of Yorkville, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. Insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to be caused by the negligent performance of services under this Agreement must be procured and maintained. All certificates of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the CITY and new certificate(s) of insurance evidencing the coverage(s) required herein shall be provided upon annual renewal of the subject policies. Failure to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the CITY to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. The limits of liability for the insurance required by this Subsection shall not be less than the following:

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$1,000,000 (each person)
	\$1,000,000 (each accident)

**Workmen's Compensation Insurance:**

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	\$2,000,000
Contractual Liability Insurance	\$2,000,000
Completed Operations Insurance	\$ 500,000

Owned, Hired, and Non-Ownership Vehicle Bodily Injury and Property Damage  
to the following Limits:

Commercial General Liability	\$2,000,000 (each occurrence)
Automobile Liability	\$2,000,000 combined single limit (each accident)
Umbrella Liability	\$2,000,000 (each occurrence) \$2,000,000 (aggregate)
Professional Liability	\$2,000,000 (each occurrence)

***Default:*** The City may terminate a contract by written notice of default if:

- a. There is failure to make delivery of the materials or perform the services within the time specified in the proposal, or
- b. There is failure to make progress so as to endanger performance of the contract, or
- c. There is failure to provide or maintain in full force and effect, the liability and indemnification coverages or performance bond as required.

If the City terminates the contract, the City may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the City for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

***Supplementary Conditions:*** Wherever special conditions are written into the specifications or supplementary conditions which are in conflict with conditions stated in these Instructions to Person submitting the proposal, the conditions stated in the specifications or supplementary conditions shall take precedence.

***Person submitting the proposal's Certification:*** In compliance with the Illinois State Law that requires each person submitting the proposal to file a certification regarding proposal rigging and proposal rotating and that it is not delinquent in its taxes.

***Change Orders:*** After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the person submitting the proposal must be the result of an approved change order first ordered by the Community Development Director and approved by the City Administrator and/ or City Council.

***Time of Completion:*** The successful person submitting the proposal shall completely perform its proposal in strict accordance with its terms and conditions within the number of consecutive calendar days after notification of award of the contract as stated in the proposal.

Notes to Design and Proposal:

I, Richard A. Piccolo, do represent that I am (title)  
President of (company) B & F Construction Code Services, Inc., and that  
the attached submittal complies in all respects with the safety and accessibility standards  
as set forth in this request for proposals either by inclusion or by reference. **Please  
attach required submittals and any additional supporting information.**

☒ Our firm has not altered any of the written texts within this document. Only those areas  
requiring input by the respondent have been changed or completed.

☒ Our firm will comply with the Prevailing Wage requirements as outlined in section  
entitled "*A. General Conditions*" and Public Act 095-0635, if applicable.

*If it is the Contractor's intention to utilize a subcontractor(s) to fulfill the requirements of the  
Contract, the City must be advised of the subcontractor's company name, address,  
telephone and fax numbers, and a contact person's name at the time of proposal  
submittal.*

YES

NO

Will you be utilizing a subcontractor?

X

If yes, have you included all required  
Information with your proposal submittal?

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted  
and that the prices quoted are not subject to change; and that

The Person submitting the proposal is not barred by law from submitting a proposal to the  
City for the project contemplated herein because of a conviction for prior violations of  
either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Proposal Rigging) or 720 ILCS  
5/33-4 (Proposal Rotating); and that

The Person submitting the proposal is not delinquent in payment of any taxes to the Illinois  
Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

The Person submitting the proposal provides a drug free workplace pursuant to 30 ILCS  
580/1, *et seq.*, and that

The Person submitting the proposal certifies they have a substance-abuse program and  
provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and  
that

The Person submitting the proposal is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101 *et seq.* including establishment and maintenance of sexual harassment policies and program.

B & F Construction Code Services, Inc.

Firm Name

2420 Vantage Drive

Street Address

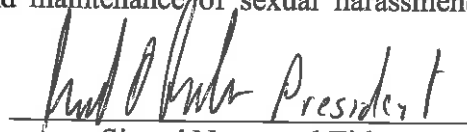
Elgin IL 60124

City State Zip

847-428-7010

Phone Number  
8/14/2017

Date



Signed Name and Title

Richard A. Piccolo  
President / Master Code Professional

Print Name and Title

rpiccolo@bfccs.org

E-mail Address

847-428-3151

Fax Number

---

OFFICE & SHIPPING:  
2420 Vantage Drive  
CORRESPONDENCE:  
P.O. BOX 5178  
ELGIN, IL 60121-5178

**B & F CONSTRUCTION CODE SERVICES, INC.**  
**BUILDING & FIRE PROTECTION PLAN REVIEW**  
**TRAINING • INSPECTIONS • CODE CONSULTING**

PHONE  
FAX  
TOLL FREE  
E-MAIL

(847) 428-7010  
(847) 428-3151  
1-800-232-5523  
bfccs@bfccs.org

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## PROPOSAL SUBMITTAL

### Qualifications of Company and Staff

**B & F CONSTRUCTION CODE SERVICES, INC.** is lead by its founder Richard A. Piccolo who has more than forty years in the code enforcement arena. For many years, we have been providing Plan Reviews, Inspections, Building Department Administration, Code Consulting, and Training Services for Municipal Building Departments, Architectural Firms, Developers and Construction Workers. Our expertise is in all the Major Model Codes including the ICC (International Code Council) series, Illinois Plumbing Code, BOCA, NFPA, Handicapped Accessibility and accepted industry standards and practices. We have performed over 80,000 plan reviews, conducted more than 200,000 construction inspections and over 75,000 code enforcement inspections. We have trained thousands of industry professionals nationwide. Our services have become the most sought after in the industry because of our continual focus on the three elements we have consistently delivered since inception...Quality, Value and Service.

We have 58 employees which include a full-time staff of qualified, licensed (where applicable) and certified staff of Plans Examiners, Building Inspectors, Property Maintenance Inspectors, Consultants and support personnel. Our affiliate company, the Building and Fire Code Academy (BFCA) provides training nationwide to industry professionals and has received approval by the State of Illinois as a Licensed Vocational School, approval by the International Association of Continuing Education & Training (IACET) and the approval of the American Institute of Architects (AIA). Many B & F Construction Code Services, Inc. staff is also instructors with the Building & Fire Code Academy. The Building & Fire Code Academy works in conjunction with the State of Illinois and the Illinois Department of Employment Security to provide free training to help unemployed Municipal Building Department employees maintain their certification. BFCA is a State of Illinois Certified Workforce Provider. Individuals participating in a certificate program, or our flagship Code Enforcement Career Development Program receive first hiring preference over other applicants. Additionally, the Building & Fire Code Academy maintains a job placement service for our students.

What is unique about B & F Construction Code Services, Inc. is the combination of conducting inspections and training code officials across the country. Many of our competitors attend our training classes at our office and we appreciate their trust and confidence in our excellence in training.

This separates B & F Construction Code Services, Inc. from its competition and not to mention that all of our staff are company employees and we do not employ contract employees. We provide hours of training to make sure our staff is prepared prior to being assigned to a client.

Service With Integrity

Member  
ICC NFPA IFIA IACET

B & F Construction Code Services, Inc. has developed a system to manage the varying needs of our clients. This includes a database, which tracks the adopted codes with local amendments. It also tracks each project, which includes what was submitted, when the project is due, the status of each project including first and all subsequent reviews.

All of our clients use our plan submittal form with each set of plans submitted. This form gives us the specific type of reviews and any special instructions for each project. This form is available as a computer file so it can be completed on the computer.

The database also tracks the status of all inspection projects. It indicates what parts of the systems or floors have been inspected and or approved.

We are a professional staff with company uniforms, vehicles (marked with B & F information on the vehicles), equipment, cell phones and the necessary materials to provide a high quality product for the United City of Yorkville, Illinois. Each inspector is provided with company identification and will conduct him and/or herself as a professional. We are available to serve the United City of Yorkville, Illinois in the best way possible.

See a list of staff attached at the end of this document

### **Tasks**

Our staff completes all first commercial plan reviews in nine (9) business days from the date they are received in our office; second and all subsequent reviews are performed in five (5) business days. Residential initial and re-reviews are completed in 5 days. Expedited reviews shall be completed in (3) business days and all subsequent reviews. All large plan reviews shall be conducted in our Elgin office.

Our administrative staff can schedule inspections between the hours of 8:00 AM until 4:00 PM. We are more than happy to accommodate special requests for specific times. Emergency inspections shall be necessitated from time to time and may be required after hours. We shall provide contact information for after hour's personnel to conduct site visits for consultation.

The general sample (plan review and inspection) lists possible tasks to be requested. B & F Construction Code Services, Inc. agrees to perform the tasks per project as assigned.

### **Plan Review**

All reviews are performed based on the adopted codes, local amendments, and the type of reviews requested on the submittal form. The reviews indicate in a written report the code violations indicating the location of the violation (sheet and detail number) and the applicable code section. All reviews will be forwarded electronically to the United City of Yorkville, Illinois.

Our proprietary database tracks all projects. This enables us to insure timely completion and the ability to know the status of any project at any time.



## **Inspections**

Inspections on all structures: single family, commercial, special hazards or property transfer are performed using all applicable codes, standards and local policy. The inspections are performed the following day between the hours of 8:00 AM to 4:00 PM. All inspectors wear a company shirt and drive a company vehicle with the company logo. The inspectors are provided with a company cell phone and all other equipment such as safety vests and hard hats. The forms used will be approved by the United City of Yorkville, Illinois.

The United City of Yorkville, Illinois has the right to interview the proposed inspectors and can determine an inspector is not acceptable.

## **Quality Control & Staff Development**

B & F Construction Code Services, Inc. Plans Examiners, Field Inspectors and Technical Staff undergo rigorous training and are required to attend weekly continuing education course training and certification training provided by the Building & Fire Code Academy and outside sources.

Our staff must be able to meet applicable Insurance Services Organization (ISO) standards and pass written and field examinations. Under the supervision of our Director of Technical Services, Joseph Godlewski works with inspectors and plans examiners regularly to continually develop areas of expertise and provide guidance for future growth. Part of this process includes random selection of completed projects for review and/or inspection, meeting with clients and field personnel to ensure our employees are providing the quality of work, care and service we require. Quality control also extends to support staff.

## **Proposed Costs**

B & F Construction Code Services, Inc. takes every effort to keep down inspections costs. We encourage the municipality to consider changing some of their scheduling criteria.

It is best to schedule the inspections in groups to eliminate the time between inspections. Inspections should be scheduled in time blocks. This enables the inspector to go from one inspection to the next and not have to wait for a specific time to perform the inspection.

## **References**

Mr. Don McKenna  
Building Commissioner  
9446 South Raymond  
Oak Lawn, IL  
704-499-7800

We perform most of the commercial plan reviews including all large projects. An inspector is provided two days a week for general inspections. Plan reviews and inspections are currently being performed on a major hospital addition and two associated parking garages. The plan reviews include all disciplines including fire alarm and fire sprinkler systems. This includes the fire alarm and sprinklers when requested by the fire department.

United City of Yorkville, Illinois  
Proposal Submittal  
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Mr. John Fincham  
Assistant Community Development Director  
475 Main Street  
West Chicago, IL  
630-293-2200

We provide all building plan review, inspections and property maintenance and code enforcement inspections.

Doug Pollock  
Community Development Director  
766 S. County Line Road  
Burr Ridge, IL  
630-654-8181

We provide all building plan review and inspections for all commercial projects.

Don Bastian  
Community Development Director  
500 N Gary Avenue  
Carol Stream, IL  
630-871-6230

We provide all building plan review for all commercial projects. We perform inspections for special projects and all plumbing inspections.

Marc Nelson  
Building Commissioner  
260 Market Place  
Manhattan, IL  
815-418-2100

We perform the plan review and inspections for all residential and commercial projects. This includes fire alarms and fire sprinklers.

Ann Marie Till  
Permit Coordinator  
1050 Romeo Road  
Romeoville, IL  
815-886-5049

We perform plan reviews and specialized inspections for large projects. We also provide fill in building and electric inspections on an as needed basis.

Bill Offerman  
Village  
President  
401 East Mississippi  
Elwood, IL  
815-424-7024

We perform the plan review and inspections for all residential and commercial projects.

Marilyn Diede  
Village Clerk  
175 Water Street  
Burlington, IL 847-683-2283

We function as the building department for this community. We provide all building plan review, inspections and property maintenance and code enforcement inspections.

Village of Hampshire  
234 S. State Street  
Hampshire, IL  
847-683-2182

We function as the building department for this community. We provide all building plan review, inspections and property maintenance and code enforcement inspections.

Ms. Josie Doniec  
23680 W. Cuba Road  
Deer Park, IL 60010-2490  
(847) 726-1648

We function as the building department for this community. We provide all building plan review, inspections and property maintenance and code enforcement inspections.

Ms Margerita Romanello  
3110 Old McHenry Rd  
Long Grove, IL 60047  
(847) 634-9440

We function as the building department for this community. We provide all building plan review, inspections and property maintenance and code enforcement inspections.

B & F Construction Services, Inc. performs a mix of plan review and inspections for 60 other building departments in Northern Illinois and throughout the State of Illinois.

The firm is also certified by the Illinois State Board of Education to perform all inspections for new school plan reviews and inspections. This includes the plan reviews for disciplines. This includes the fire alarm and sprinkler systems when requested by the design professional and contractor.

### **Assumptions**

B & F Construction Code Services, Inc (BFCCS) agrees to comply with the following assumptions:

BFCCS will perform all plan reviews and inspections in conformance with United City of Yorkville, Illinois defined standards and practices and verify compliance with applicable codes and United City of Yorkville, Illinois Ordinances.

BFCCS will transmit data and produce reports in a manner and fashion defined by the United City of Yorkville, Illinois.

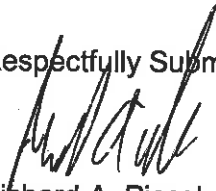
BFCCS will ensure its staff maintains requisite certifications/licenses.

BFCCS's costs are included in the agreed upon pricing.

BFCCS agrees and understands that United City of Yorkville, Illinois officials may, at their discretion, make periodic site visits to review, inspect and duplicate any plan reviews or inspections performed by the selected firm in order to insure a quality control of performance.

B & F Construction Code Services agrees to comply with the standard terms and conditions list in the RFP. A certificate of insurance is attached to this submittal.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'R. Piccolo', written over the printed name.

Richard A. Piccolo  
President  
*Master Code Professional*

## **SENIOR STAFF QUALIFICATIONS**



**Richard A. Piccolo, President**

Master Code Professional, Certified Building Official, Certified Fire Official, Certified Property Maintenance Inspector, Certified Building Inspector, Certified Plans Examiner, Certified Fire Plans Examiner, Certified Fire Inspector, Illinois Certified Fire Inspector, Certified Fire Fighter III, Certified Fire Official II, Certified Property Maintenance Inspector, Certified Plans Examiner, Certified Building Inspector, Certified Fire Service Instructor IV.

Mr. Piccolo is the Chairman of the Codes and Standards Committee of Illinois Fire Inspectors Association since 1983. He is the past-President of the Illinois Council of Code Administrators and is a member of the Regional Business Advisory Council.

## **SENIOR STAFF QUALIFICATIONS**



**Kenneth J. Garrett, Vice President**

Master Code Professional, Certified Building Official, Certified Fire Inspector I, Certified Fire Inspector II, Certified Building Inspector, Certified Commercial Building Inspector, Certified Accessibility Inspector/Plans Examiner.

Mr. Garrett has years of Building Official experience and has served as the Building and Zoning Administrator and the Assistant Director of Community Development for two municipalities.



**Joe Godlewski, Director of Technical Services**

Certified Building Plans Examiner, Certified Building Inspector (Commercial and Residential), Certified Mechanical Inspector (Commercial and Residential), Certified Accessibility Inspector/Plans Examiner, Certified Property Maintenance and Housing Inspector

Mr. Godlewski has over 9 years of code enforcement experience. He has both municipal and independent code consulting experience having worked with B & F Construction Code Services, Inc for 6 years and Lake Havasu City, AZ. For 3 years. During this time Mr. Godlewski has also served as project coordinator for numerous large projects as a representative for B&F Construction Code Services.

**B&F CONSTRUCTION CODE SERVICES, INC.**  
**BUILDING & FIRE PROTECTION PLAN REVIEW**  
**TRAINING • INSPECTIONS • CODE CONSULTING**



**Seth Sommer, Director of Quality Control & Staff Development**

Certified Building Official, Certified Building Inspector (Residential & Commercial), Certified Building Plans Examiner, Certified Energy Inspector (Residential & Commercial), Certified Energy Plans Examiner (Residential & Commercial).

Mr. Sommer recently served as the Director of Construction for a Midwest development company. He has over 9 years of municipal experience serving as the Building Official and Manager of Construction & Development Services for the City of Rockford, IL; this included Building, Zoning, Property Maintenance, Historic Preservation, and Annexations. Seth has a bachelor's in business management.



**Sonya Shearer, Property Maintenance Inspector Supervisor, Academy Instructor**

Certified Property Maintenance and Housing Inspector, Certified Residential Building Inspector, and Certified Crime-free Housing Coordinator.

Ms. Shearer has thirteen years of code enforcement experience and four years of public safety experience in the municipal government arena including seven years in Illinois, two years in Utah, and eight years in California.

Ms. Shearer currently coordinates and counsels with the participants of the Code Enforcement Career Development Program (CECDP)

**B&F CONSTRUCTION CODE SERVICES, INC.**  
**BUILDING & FIRE PROTECTION PLAN REVIEW**  
**TRAINING • INSPECTIONS • CODE CONSULTING**



**Greg Principali, Plumbing Inspector**

Greg has seven years of experience as a Plumbing Plan Reviewer/ Inspector. He has 15 years of previous experience as an Illinois Licensed Plumber. He also is an Illinois Certified Plumbing Inspector and is a CCCDI (Cross-Connection Control Device Inspector).



**Steve Gardner, Building Inspector / Plans Examiner**

Certified Commercial Energy Plans Examiner, Certified Commercial Mechanical Inspector, Certified Mechanical Inspector, Certified Mechanical Plans Examiner, Certified Residential Building Inspector, Certified Residential Combination Inspector, Certified Residential Electrical Inspector, Certified Residential Energy Inspector / Plans Examiner, Certified Residential Mechanical Inspector and Certified Residential Plumbing Inspector.

Steve has a bachelor's in engineering. He spent 20 years as an engineering design professional for HVAC and plumbing systems. He also has experience in all phases of commercial building instruction from design through completion.



## **Other Plan Review Staff**

**Roy Herbst** Roy is an Illinois license licensed architect. He has over 20 years of experience in building design, field work and plan review.

**Robert Wildenhain** Bob has ten years of experience as an Inspector and a Plan Reviewer after a career working in the construction industry. He has ICC certifications as a Building Inspector, Building Plans Examiner and Residential Building Inspector, Electrical and Mechanical Inspector / Plan Reviewer.

**Robert Del Principe** Bob has ten years of experience as a Plumbing Plan Reviewer/ Inspector. He has 15 years of previous experience as an Illinois Licensed Plumber. He also is an Illinois Certified Plumbing Inspector and is a CCCDI (Cross-Connection Control Device Inspector).

**Sean Fallows** Sean Fallows has a degree from Oklahoma University in Fire Protection and 5 years of experience as a Fire Protection Designer and Field Inspector. He has NICET (National Institute for Certification in Engineering Technologies) certification for sprinklers and fire alarm and an ICC certification as a Fire Plans Examiner.

**Mark Bailey** Mark has a degree in electrical engineering and is a licensed professional engineer in Illinois and several other states. He has over twenty years experience in designing and reviewing commercial, institutional and industrial electrical systems for small and mid-sized installations. He is a member of the National Fire Protection Association and has extensive experience in the requirements of the National Electrical Code.

**Sam Menton** Sam is an Electrical Inspector. He has 40+ years as a construction electrician experienced in all service, construction facets including residential, commercial, and industrial applications.

**Don Plodzien** Certifications include: ICC Fire Inspectors I, NFPA Fire Inspectors I, ICC Property Maintenance Inspector and NFPA Fire Plans Examiner. Don has been employed at B & F Construction Code Services, Inc since June 2015 as a Property Maintenance, Building and Fire Inspector and Fire Plans Examiner. Prior employment included 4-1/2 years working for a Municipality conducting annual fire inspections, plan review, acceptance testing of fire protection systems for commercial and residential occupancies, employee management and customer service to business owners, contractors and residents.

***SERVICES AGREEMENT FOR BUILDING PLAN REVIEW AND INSPECTIONS***

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***THIS SERVICES AGREEMENT*** (the “AGREEMENT”) is made and entered into on this \_\_\_\_ day of November, 2017, by and between the United City of Yorkville (CITY) and B&F Construction Code Services, Inc. (CONTRACTOR) for services set forth in Exhibit A (“Services”).

***WITNESSETH*** that in consideration of the covenants herein, these parties agree as follows:

***SECTION 1. BACKGROUND:*** United City of Yorkville has adopted codes and ordinances that are intended to improve and protect the health, safety and welfare of the general public. These ordinances seek to promote a desirable neighborhood living environment and preserve property values.

United City of Yorkville Building Safety and Zoning department is responsible for building permits and a variety of other services such as zoning reviews, building code compliance and appearance code regulations of all plans submitted for commercial, residential, industrial properties, as well as and miscellaneous permits such as signs, decks, fences, and pools. The building code reviews utilize the 2009 International Code Council (ICC) codes with amendments, 2008 National Electric Code (NEC) with amendments and 2012 International Energy Conservation Code (IECC). Some residential developments were approved with legacy codes locked in for a set period of time according to their annexation agreement. These developments are allowed to build to codes from the 2000 IBC and 2006 IBC depending on their respective agreements.

The City currently provides building plan review and inspection services with in-house staff. There are currently two (2) full-time building department staff members maintaining the petitioner’s construction schedules. The plan reviews and inspections are done within a short period time to facilitate the customer’s needs to complete their residential and commercial projects. It is necessary to maintain short turn-around times to provide the City with a competitive advantage to encourage new development within the City. At certain times, the total number of permits issued in 2015 was 605 and 855 permits were issued in 2016. Due to limited staff and specialization, training, and licensing held by staff, the City is contracting with B&F Construction Code Services, Inc. to assist with inspections and various plan review-services.

***SECTION 2. NOTICES:*** All notices, notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

United City of Yorkville  
Attn: Bart Olson, City Administrator  
800 Game Farm Rd  
Yorkville, IL 60560  
(630) 553-4350

B & F Construction Code Services, Inc.  
Attn: Richard A. Piccolo  
2420 Vantage Dr  
Elgin, IL 60124  
(847) 428-7010

**SECTION 3. CONTRACT TERM:** The term of this Agreement will begin upon the full execution of this Agreement and terminate upon thirty (30) days written notice by either party. Both parties agree to follow the termination procedure outlined in Section 10.1.

**SECTION 4. FEE SCHEDULE AND PAYMENTS:** The City shall pay the CONTRACTOR for the services performed or furnished, based upon the CONTRACTORS'S fees outlined in Exhibit A.

The CONTRACTOR may submit invoices for payment at the address set forth above, together with reasonable supporting documentation for services rendered, The CITY may require such additional supporting documentation as they reasonably deem necessary or desirable. Payments shall be due and owing by the CITY in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

**SECTION 5. CONTRACTOR'S RESPONSIBILITY:** CONTRACTOR shall perform the Services outlined in Exhibit A in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. All CONTRACTOR'S personnel are certified and/or licensed to provide the services that they are assigned to.

CONTRACTOR will endeavor in good faith, as needed, to obtain from the Director of Community Development or their designee their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that if such codes or standards change during the Contract Term, CONTRACTOR will be responsible for staying up to date with industry changes and current code. If additional costs are necessary to conform to such changes or interpretations during or after execution of the Services, CONTRACTOR will seek to amend this contract prior to completing additional work.

**SECTION 6. CONFIDENTIALITY:** CONTRACTOR agrees that it and its employees assigned to the CITY will not disclose any information learned during the performance of this Agreement relating to the business of the CITY that is, in fact, confidential including, without limitation, all proprietary information and trade secrets of the CITY for any purpose, provided, however, CONTRACTOR and its employees may disclose such information under any of the following circumstances: (1) disclosure thereof in good faith by a Consultant in connection with the performance of Services or activities pursuant to any valid Work Order; (2) disclosure which Consultant is advised by counsel is required by a court or other governmental agency or competent jurisdiction, provided that Consultant first gives the CITY written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information, or (3) disclosure by Consultant of any such information or data which is generally known within the industry or available from other persons who do not have a fiduciary duty or obligation of confidentiality to the CITY.

Notwithstanding any other provision of this Agreement, the CITY acknowledges that

CONTRACTOR and its employees are active, experienced and knowledgeable about the industry in which the CITY operate, and it is impossible for CONTRACTOR and its employees to learn information relating to the business of the CITY, or acquire ideas, know-how or technical knowledge during the Term arising out of any customized applications developed by CONTRACTOR for the CITY's specific use ("Application Development"), and not have it affect their understanding of the industry in which the CITY, its competitors and customers operate, and that such understanding may affect what CONTRACTOR and its employees do in the future within the industry, and the CITY does not expect nor request that CONTRACTOR and its employees forget what they have learned from the CITY which may be confidential. CONTRACTOR and its employees' promises of nondisclosure of the information is limited to direct express disclosure, whether written or verbal, of information which is confidential, in fact, to third parties.

The parties acknowledge that the CITY is a unit of local government and that this Agreement must be approved by the CITY Council in a public meeting. The parties also agree that this Agreement is subject to the Illinois Freedom of Information Act and will be produced in response to a lawful request.

**SECTION 7. INDEPENDENT CONTRACTOR:** There is no employee/employer relationship between the Contractor and the CITY. Contractor is an independent contractor and not the CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The CITY will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the CITY, and the CITY is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the CITY and the Contractor.

**SECTION 8. APPROVAL AND USE OF SUBCONTRACTORS:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the CITY in writing. All subcontractors and subcontracts used by the Contractor shall be included on the attached disclosure and be acceptable to, and approved in advance by the CITY. The CITY's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the CITY, the Contractor shall immediately upon notice from the CITY remove and replace such personnel or subcontractor. The CITY shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.

**SECTION 9. DATA RIGHTS/ELECTRONIC FILES:** All Deliverables set forth in Exhibit A shall become the property of the CITY upon payment for the service components listed in Exhibit A.

CONTRACTOR shall bear no liability or responsibility for Deliverables that have been modified postdelivery or used for a purpose other than that for which it was prepared under this Agreement.

Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project will become the property of the CITY. All documents produced during this project shall be considered Contract Documents and owned by the CITY to be reproduced if necessary.

**SECTION 10.** The parties hereto further mutually agree:

10.1 This Agreement may be terminated, in whole or in part, by either the CITY or the Contractor. However, no such termination may be effective unless the terminating party gives the other party (1) not less than thirty (30) calendar days written notice of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the CONTRACTOR shall be paid for services performed to the effective date of termination. In the event of contract termination, the CITY shall receive reproducible copies of Drawings, Specifications, Reports, and other documents completed by the CONTRACTOR. In the event of an emergency or threat to the life, safety or welfare of the citizens of the CITY, the CITY shall have the right to terminate this Agreement without prior written notice.

10.2 The CONTRACTOR agrees to defend, hold harmless and indemnify the CITY and each of its officers, agents and employees from any and all liability claims, demands, liabilities, losses, damages and/or expenses including court costs and reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the CONTRACTORS' negligent errors, willfull acts or omissions on the part of the CONTRACTOR during the performance of this Agreement, Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. This provision shall survive completion, expiration, or termination of this Agreement.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the CONTRACTOR and the CITY they shall be borne by each party in proportion to its negligence.

The CITY and CONTRACTOR agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

10.3 The CONTRACTOR will provide satisfactory proof of insurance naming the CITY, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The CONTRACTOR shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the CONTRACTOR'S negligence in the performance of services under this Agreement. CONTRACTOR'S certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the CITY. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Contractor to supply a valid certificate of



insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the CITY to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. The limits of liability for the insurance required by this Subsection shall not be less than the following:

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$1,000,000 (each person)
	\$1,000,000 (each accident)

Workmen's Compensation Insurance:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance \$2,000,000

Contractual Liability Insurance \$2,000,000

Completed Operations Insurance \$ 500,000

Owned, Hired, and Non-Ownership Vehicle Bodily Injury and Property Damage to the following Limits:

Commercial General Liability \$2,000,000 (each occurrence)

Automobile Liability \$2,000,000 combined single limit (each accident)

Umbrella Liability \$2,000,000 (each occurrence)  
\$2,000,000 (aggregate)

Professional Liability \$2,000,000 (each occurrence)  
\$2,000,000 (aggregate)

10.4 The CONTRACTOR is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly licensed professionals.

Contractor must have capability of retrieving plans electronically from the City and returning them after completion of their review. The shipping and packaging of all plans are paid for by the CONTRACTOR. This includes the initial plan submittal, re-submittals and returning the plans to the City when the project is complete.

10.5 Force Majeure. Whenever a period of time is provided for in this Agreement for the Contractor or the CITY to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the CITY or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

10.6. Assignment: Neither the CITY nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

10.7. Time is of the essence with respect to each provision hereof in which time is a factor

10.8. CONTRACTOR's or CITY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

10.9 Successors and Assigns: All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

10.10 Governing Law and Jurisdiction: The CONTRACTOR and the CITY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the CONTRACTOR and the CITY arising out of this Agreement or the performance of the services shall be brought in a court of Kendall County in the State of Illinois.

10.11 Attorney's Fees: If litigation arises pursuant to this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and reasonable attorney fees paid or incurred in good faith.

10.12 Additional Items: The CITY and Contractor further agree that

A. **If the Prevailing Wage Act Applies:**

Wage Rate Requirements:

- (1) The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
- (2) A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
- (3) The Contractor shall maintain certified time sheets and submit to the CITY with final invoice.
- (4) The Contractor will be required to sign a Wage Rate Requirement Certification.

B. **Prevailing Wage**

Some or all of the work herein may be subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage Act, and if so legally required, pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at:  
<http://www.state.il.us/agency/idol/>.

The CITY may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall indemnify the CITY for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Act and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

- C. **Sexual Harassment:** During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (“Department”) and the Illinois Human Rights Commission (“Commission”); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.
- D. **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:
1. Publishing a Statement;
  - 2) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace.
  - 3) Specifying the actions that will be taken against employees for violations of such prohibition.
  - 4) Notifying the employee that, as a condition of employment on such Contract, the employee will:
  - 5) Abide by the terms of the statement; and
  - 6) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
  - 7) Establishing a drug free awareness program to inform employees about:
  - 8) The dangers of drug abuse in the workplace;
  - 9) The Contractor’s policy for maintaining a drug free workplace;
  - 10) Available counseling, rehabilitation, or assistance programs; and
  - 11) Penalties imposed for drug violations.
  - 12) Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
  - 13) Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
  - 14) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
  - 15) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

- 16) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
- 17) The Contractor will be required to sign a Drug Free Workplace Certification.

- E. **Substance Abuse Prevention on Public Works Projects:** Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:
- 1) A minimum requirement of a 9 panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
  - 2) A prohibition against the actions or conditions specified in 820 ILCS 265/10.
  - 3) A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
  - 4) A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

10.13 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be refined to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

10.14 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

\_\_\_\_\_  
United City of Yorkville Administrator Date

Attest \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Contractor)

\_\_\_\_\_  
Address Date

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title Date



## **WAGE RATE REQUIREMENTS CERTIFICATION [If applicable]**

### **GENERAL**

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.
2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.
4. The Contractor shall maintain certified time sheets and submit to the City with final invoice.

---

(Printed Name of Contractor)

---

(Signature of Authorized Representative)

---

Address

---

## DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
- B. Specifying the actions that will be taken against employees for violations of such prohibition.
- C. Notifying the employee that, as a condition of employment on such Contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- D. Establishing a Drug Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The Contractor's policy for maintaining a drug free workplace;
  - 3. Available counseling, rehabilitation, or assistance programs; and
  - 4. Penalties imposed for drug violations.
- E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
- F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- G. Imposing a sanction on, or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

---

(Printed name of Contractor)

---

Address

---

City

State

Zip Code

---

Signature of Authorized Representative

---

Title

Date

## NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

---

(Printed Name of Contractor)

---

Address

---

City

State

Zip Code

---

Signature of Authorized Representative

---

Title

Date

## **ELIGIBLE CONTRACTOR AND SUBCONTRACTOR CERTIFICATE**

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Title 3, Chapter 1, Section 12 of The City Code regarding ineligible contractors.

---

(Printed Name of Contractor)

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Address

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City

State

Zip Code

---

Signature of Authorized Representative

---

Title

Date

## STATE AND FEDERAL EQUAL OPPORTUNITY EMPLOYER CERTIFICATE

The Undersigned Bidder agrees to comply with all State and Federal Equal Opportunity Employer laws.

---

(Printed Name of Contractor)

---

Address

---

City

State

Zip Code

---

Signature of Authorized Representative

---

Title

Date

**EXHIBIT A**  
**SCOPE OF WORK AND FEE SCHEDULE**

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The scope of work will include the following components:

Consulting services are available for building plan review, inspections, property maintenance inspections, department administration, assistance with zoning and planning, ordinance development and redevelopment planning. The type of projects includes: residential, mixed use and commercial projects.

All first reviews are performed in nine (9) business days from date they are received in our office and second and all subsequent reviews are performed in five (5) business days. There is no additional fee for any re-reviews.

All inspections are performed with less than twenty-four (24) hours notice. All inspections received by 4:00 PM will be performed the next business. Inspections are completed between the hours of 8:00 AM until 4:00 PM. CONTRACTOR must make special requests for specific times available as well as emergency inspections after hours. CONTRACTOR will provide contact information for after hour's personnel to conduct site visits for consultation.

There is no limit to the number of reviews or inspections which can be performed.

**Single Family – Plan Review**

Single Family Homes first reviews will be performed within nine (9) business days and second reviews within five (5) business days.

All fees shown below are flat fees or priced per square foot; no additional fees will be billed to the City.

Single Family Homes up to 3,200 square feet:  
Five Hundred Sixty Dollars (\$635.00) per dwelling unit  
(Includes building, plumbing, mechanical, energy and electrical).

Single Family Homes over 3,200 square feet:  
\$0.198 per square foot (actual square footage)  
(Includes building, plumbing, mechanical, energy and electrical)

Single Family Home Additions  
\$0.198 per square foot (actual square footage)  
(Includes building, plumbing, mechanical, energy and electrical) with a minimum fee of (\$200.00) Two Hundred Dollars.

Re-inspection fees are invoiced at the rate of Fifty-Five Dollars (\$55.00) per inspection (each discipline is considered a separate inspection and is described below).

Zoning - \$ 75.00 per lot



**EXHIBIT A**  
**SCOPE OF WORK AND FEE SCHEDULE**

---

**INSPECTIONS FOR SINGLE FAMILY HOMES ARE IN THE FOLLOWING ORDER**

**FOOTING FORMS** - When the forms are set and before the concrete is poured.

**FOUNDATION FORMS** - When the forms are set and before the concrete is poured.

**BACKFILL** - When the concrete is poured, waterproofed, drain tile is in place and covered with gravel but before the foundation is backfilled.

**PLUMBING UNDERGROUND** - When piping is located between the floors or underground but before the covering is in place. Flushing of the underground shall be witnessed.

**FRAMING OR STRUCTURAL** - Before any drywall, plaster or interior finish is applied. Rough-in of the electrical, plumbing, ductwork must be in place before the inspection. An inspection per floor is required.

**HVAC ROUGH** - When piping and ductwork is installed.

**ELECTRICAL ROUGH IN** - When rough-in work is complete and before drywall, concrete or backfill is in place.

**AIR LEAKAGE** - When all roughs are complete and exterior finish is complete.

**PLUMBING ROUGH IN** - When rough-in work is complete.

**INSULATION** - When insulation is installed prior to drywall.

**CONCRETE FLOOR BASEMENT** - When base reinforcing is prepared and in place, and before the concrete is poured. All utilities and service equipment in the concrete must be in place before the inspection.

**CONCRETE FLOOR GARAGE** - When base reinforcing is prepared and in place, and before the concrete is poured. All utilities and service equipment in the concrete must be in place before the inspection.

**ELECTRIC SERVICE** - When meter socket and main panel are installed.

**FINAL PLUMBING** - When final work is complete and before the system is operational.

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**FINAL HVAC** - When all HVAC components are complete.

**FINAL ELECTRIC** - When all electrical components are complete.

**FINAL BUILDING** - When all Building components are complete.

EXHIBIT A  
SCOPE OF WORK AND FEE SCHEDULE

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Additional inspections for driveways, sidewalks, service walks, patios or decks can be performed for an additional fee.

**Commercial, Industrial, Multi-Family - Plan Review**

Plan review fees invoiced as shown in our current fee schedule include: Building, Mechanical, Plumbing, Electric plus any additional reviews such as Energy. This does not include engineering, storm water or special use. The fees shown for Commercial, Industrial, and multi-Family include unlimited reviews, and there is no charge for re-reviews.

Specialized Commercial and Industrial or processes: One Hundred and Fifty Dollars (\$150.00) per hour

INSPECTIONS COMMERCIAL & INDUSTRIAL (*New Construction, Additions, Existing*)

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FOOTING FORMS - When the forms are set and before the concrete is poured.

FOUNDATION FORMS - When the forms are set and before the concrete is poured.

FOUNDATION BACKFILL - When the concrete is poured, waterproofed, drain tile is in place and covered with gravel but before the foundation is backfilled.

FRAMING OR STRUCTURAL - Before any drywall, plaster or interior finish is applied. Rough in of electrical, plumbing, ductwork must be in place before the inspection. An inspection per floor is required for all uses.

HVAC ROUGH - When piping and ductwork is installed.

ELECTRICAL ROUGH IN - When rough in work is complete and before the drywall, concrete or backfill is in place.

PLUMBING ROUGH IN - When rough work is complete.

ENERGY CONSERVATION - Inspect for energy conservation as each area is completed.

ELECTRIC SERVICE - When meter socket and main panel are installed.

DRYWALL - When drywall is installed prior to the taping.

CONCRETE FLOORS - When base reinforcing is prepared and in place, and before the concrete is poured. All utilities and service equipment in the concrete must be in place before the inspection.

FINAL PLUMBING - When final work is complete and before the system is operational.

FINAL HVAC - When all HVAC components are complete.

EXHIBIT A  
SCOPE OF WORK AND FEE SCHEDULE

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FINAL ELECTRIC - When all electrical components are complete.

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STRUCTURAL FINAL - When all the work is completed.

OCCUPANCY - When all the work is complete and before occupancy.

Fire protection system reviews and inspections can be provided if requested.

**INSPECTION FEES**

All fees shown below are a per square foot building fee and no additional fees will be billed to the City.

Building	.14 per square foot
Plumbing	.04 per square foot
Mechanical	.04 per square foot
Electrical	.04 per square foot
Energy	.02 per square foot

**Other Services**

**Miscellaneous Plan Reviews:** Twenty-Five Dollars (\$25.00) per Trade - Miscellaneous Plan Review shall include sheds, decks, fences, pools, re-roofing, satellite dishes, appliance and minor plumbing installations. These inspections can be performed on site while performing inspections.

**Miscellaneous Inspections:** Thirty-Five Dollars (\$35.00) Per Inspection (per Trade) - Miscellaneous inspections shall include sheds, decks, fences, pools, re-roofing, satellite dishes, appliance and minor plumbing installations.)

**Property Maintenance Inspections** - These inspections can be performed as a separate project, respond to complaints or along with the normal inspections. The fee for property maintenance inspections are Sixty five Dollars (\$65.00) per hour. This fee does not include any court time.

**Ordinance development** - CONTRACTOR to provide assistance with the rewriting of existing ordinances or the development of new ordinances can be provided. This can include building, zoning, fees, property maintenance or any area where a building, zoning or planning department is involved.

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Any ordinance related to fees or services in this contract would be prepared at no charge. This includes agreements for building inspections, property maintenance inspections, zoning and planning and ordinances for building safety, zoning and fees.

Other ordinances at the rate of One Hundred Fifty Dollars (\$150.00) per hour.

EXHIBIT A  
SCOPE OF WORK AND FEE SCHEDULE

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The current Ordinance on the Building related codes will be reviewed and updated for no charge.

**Zoning and Planning**

CONTRACTOR will provide a staff member experienced in zoning and planning to assist with the zoning, planning and downtown redevelopment. This service can be customized to fit the needs of the City. It can include zoning and planning reviews for new or potential projects or assistance with long range planning.

**Fees for Zoning and Planning**

**Single Family-** Seventy-Five Dollars (\$75.00) per lot

**Commercial -** One Hundred Twenty Dollars (\$120.00) per 10,000 square feet of site and building floor area per review

Prices above do not include engineering, storm water or special use.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The PLEXUS Groupe LLC 21805 W Field Parkway, Ste 300  Deer Park IL 60010		<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C, No, Ext):</b> (847) 307-6100 <b>FAX (A/C, No):</b> (847) 307-6199 <b>E-MAIL ADDRESS:</b> certificates@plexusgroupe.com																						
<b>INSURED</b> B&F Construction Code Services, Inc. 2420 Vantage Dr  Elgin IL 60124		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Continental Casualty</td><td>20443</td></tr><tr><td>INSURER B:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C:</td><td>Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER D:</td><td>Hiscox</td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Casualty	20443	INSURER B:	Continental Insurance Company	35289	INSURER C:	Ohio Casualty Insurance Company	24074	INSURER D:	Hiscox		INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

**COVERAGES****CERTIFICATE NUMBER:** 17-18 GL, AL, WC, UMB, BOND,**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6056658996	10/28/2017	10/28/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			6056659002	10/28/2017	10/28/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Physical Damage - ACV \$ 1,000 ded
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			6056659033	11/20/2017	10/28/2018	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6056659016	10/28/2017	10/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Surety Bond Plumbing			32S414423	9/30/2017	9/30/2018	Bond Limit \$20,000
D	Professional Liability			ANE1451178417	5/13/2017	5/13/2018	Limit/Retention \$2MM/\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is issued as evidence of coverage.

**CERTIFICATE HOLDER****CANCELLATION**

United City of Yorkville  
800 Game Farm Road  
Yorkville, IL 60560

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Fawcett III/LSOREN

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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

New Business #8

Tracking Number

EDC 2018-08

### Agenda Item Summary Memo

**Title:** Property Maintenance Code – Section 302.8 Motor Vehicles

**Meeting and Date:** Economic Development Committee - January 2, 2018

**Synopsis:** Discussion regarding Section 302.8 Motor Vehicles of the International Property Maintenance Code (2009).

#### Council Action Previously Taken:

Date of Action: N/A Action Taken: N/A

Item Number: N/A

**Type of Vote Required:** None

**Council Action Requested:** Discussion and Feedback

**Submitted by:** Krysti J. Barksdale-Noble

Community Development

Name

Department

#### Agenda Item Notes:

See attached memo.

*Have a question or comment about this agenda item?*

*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)*





# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: December 27, 2017  
Subject: Property maintenance code amendment for antique vehicles.

---

## **Summary**

Review of a proposal to exempt antique and hobby cars from the property maintenance code regarding unlicensed vehicles.

## **Background**

This agenda item was requested by Alderman Plocher. Community Development Director Krysti Barskdale-Noble has outlined the language of the law and our observations about it's enforcement.

As part of our downtown property maintenance sweeps, our code inspectors have discovered several property owners who are keeping unlicensed vehicles on their property. Some of these vehicles could be considered antique vehicles or hobby cars; some are not. As part of our normal property maintenance processes, we've written several warning letters about these vehicles, and have received some feedback from a couple property owners, including one who did not remedy the situation after a warning letter and subsequently received a ticket, that the act of enforcing the code against unlicensed vehicles seemed disproportionate to the relative harm of the property maintenance violation.

In full disclosure, Alderman Plocher requested this agenda item based on the fact that one of his hobby cars was the subject of a warning violation. He has not received a ticket for the matter because he has remediated the issue. His proposal is to exempt antique or hobby cars from the property maintenance code in regards to unlicensed vehicle because the act of restoring such a car can sometimes take years. If desired, this could be done through exempting the code for vehicles after a certain date or by creating a more specific definition of antique cars within the code. In that case, the requirement for other vehicles on property to be licensed would still remain.

## **Recommendation**

Staff requests feedback on the proposal. If the Committee is favorable to the request, exact language could be brought back to the February EDC meeting.



# Memorandum

To: Economic Development Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Bart Olson, City Administrator  
Date: December 19, 2017  
Subject: Property Maintenance Code – Section 302.8  
Motor Vehicles

---

## **Summary**

Discussion of Section 302.8 Motor Vehicles of the 2009 International Code Council (ICC) International Property Maintenance Code, specifically regarding inoperable or unlicensed motor vehicles.

## **Background**

In 2011, the City of Yorkville adopted the 2009 International Code Council's (ICC) collection of codes which included the International Property Maintenance Code (IPMC). In Chapter 3 General Requirements of the IPMC, provisions are given which address the minimum conditions by which structures, equipment and the exterior property are to be maintained. Aside from the soundness and integrity of the building (structure) and any manufactured elements of the structure (equipment), the code provides standards by which the exterior area of a property is regulated. This includes sanitation, grading and drainage, sidewalks and driveways, weeds, rodent harborage, and motor vehicles.

Per Section 302.8, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. The provision applies to any existing residential and nonresidential structures and is meant to protect the public health, safety and welfare of the community insofar as they are affected by the exterior condition of a property. Properties found in violation of Section 302.8, or any section within the IPMC, are promptly issued a notice of violation letter with a set time by which the violation is to be remedied (typically 10 business days) or risk issuance of a citation.

Since the city's adoption of the 2009 IPMC, the Building Department has responded to numerous instances of inoperable or unlicensed vehicle complaints and has cited such violations. In calendar year 2017, the department has issued approximately 65 notices of violation letters to property owners under Section 302.8, with about 16 resulting in a formal citation. The most notable properties being issued citations under this provision of the Property Maintenance Code were 206 Heustis Street and 804 Morgan Street.

The City also approved an amendment to the Property Maintenance Code in 2016 which added new language to establish responsible parties for abandoned or inoperable vehicles left along a highway, on public property, or any private property further strengthen the Yorkville Police Departments ability to ticket those vehicles. It also provided additional enforcement tools for city inspectors to cite owners of vehicles abandoned in commercial business parking lots or at multifamily residential complexes.

Staff has also queried surrounding communities to determine if this provision within the Property Maintenance Code is adopted, enforced or amended. Below are those findings in table format:

MUNICIPALITY	ENFORCES SECTION 302.8	CITATIONS	NOTES
Oswego	Yes	4	Sent 11 Warning letters 12 Verbal Warnings
Naperville	Yes		Warnings for compliance
Plano	Yes	20-21	Sent 210 Notices of Violation 10% +- get citations
Village of Plainfield	Yes	0	Does not issue citations for Non-compliance as no fee schedule established yet.
Montgomery	Yes	15-20	Approximately 36-48 warnings
Aurora	Yes	No Information	Violation letters are sent, they are given 10 days to remove the vehicle. They must request a hearing to refute the violation. If they don't request a hearing the vehicle will be towed after the 10 <sup>th</sup> day.
North Aurora	Yes	No Information	Issued 25 courtesy notices for inoperative vehicles. 10 courtesy notices for unlicensed vehicles.
Kendall County	No	No information	Will call the sheriff if violation warrants
Sugar Grove	Yes	0	Compliance 99% of the time with a letter or a phone call to the residence. Only issued P-tickets for this a handful of times in the last 14 years, ZERO in the last year.

### **Discussion**

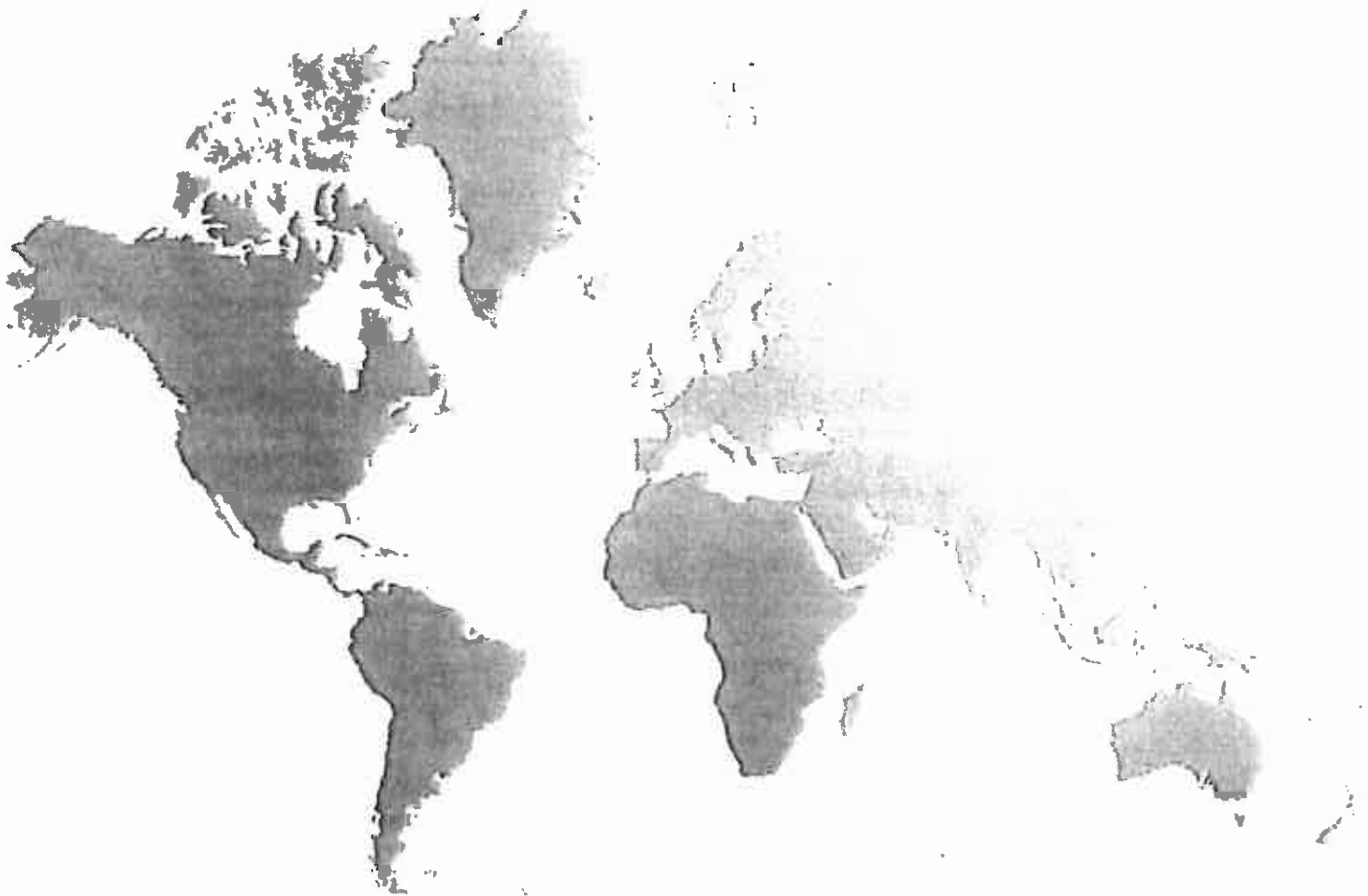
Staff is seeking input from the Economic Development Committee if this ordinance, as currently written, a valuable tool for the enforcement of exterior property maintenance. I look forward to getting the EDC's feedback on this matter and to answer any questions you might have at Tuesday night's meeting.

A MEMBER OF THE INTERNATIONAL CODE FAMILY\*



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2009

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2009 International Property Maintenance Code®

First Printing: January 2009

ISBN: 978-1-58001-740-4 (soft-cover edition)

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## 2009 International Property Maintenance Code

### Property Maintenance Code

Internationally, code officials recognize the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings. The International Property Maintenance Code®, in this 2009 edition, is designed to meet this need through model code regulations that contain clear and specific property maintenance requirements with required property improvement provisions.

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# PREFACE

## Introduction

Internationally, code officials recognize the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings. The *International Property Maintenance Code*®, in this 2009 edition, is designed to meet this need through model code regulations that contain clear and specific property maintenance requirements with required property improvement provisions.

This 2009 edition is fully compatible with all *International Codes*® (I-Codes®) published by the International Code Council (ICC)®, including the *International Building Code*®, *International Energy Conservation Code*®, *International Existing Building Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Mechanical Code*®, *ICC Performance Code*®, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Residential Code*®, *International Wildland-Urban Interface Code*™ and *International Zoning Code*®.

The *International Property Maintenance Code* provisions provide many benefits, among which is the model code development process that offers an international forum for code officials and other interested parties to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

## Development

The first edition of the *International Property Maintenance Code* (1998) was the culmination of an effort initiated in 1996 by a code development committee appointed by ICC and consisting of representatives of the three statutory members of the International Code Council at that time, including: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The committee drafted a comprehensive set of regulations for existing buildings that was consistent with the existing model property maintenance codes at the time. This 2009 edition presents the code as originally issued, with changes reflected through the previous 2006 editions and further changes developed through the ICC Code Development Process through 2008. A new edition of the code is promulgated every three years.

This code is founded on principles intended to establish provisions consistent with the scope of a property maintenance code that adequately protects public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

## Adoption

The *International Property Maintenance Code* is available for adoption and use by jurisdictions internationally. Its use within a governmental jurisdiction is intended to be accomplished through adoption by reference in accordance with proceedings established in the jurisdiction's laws. At the time of adoption, jurisdictions should insert the appropriate information in provisions requiring specific local information, such as the name of the adopting jurisdiction. These locations are shown in bracketed words in small capital letters in the code and in the sample ordinance. The sample adoption ordinance on page vii addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

## Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change both through the Code Development Cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the International Code Council.

While the development procedure of the *International Property Maintenance Code* ensures the highest degree of care, ICC, its membership and those participating in the development of this code do not accept any liability resulting from compliance or non-compliance with the provisions because ICC does not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

## Letter Designations in Front of Section Numbers

In each code development cycle, proposed changes to this code are considered at the Code Development Hearings by the ICC Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Code Development Hearings.

The content of sections in this code that begin with a letter designation are maintained by another code development committee in accordance with the following:

[F] = International Fire Code Development Committee;

[P] = International Plumbing Code Development Committee; and

[B] = International Building Code Development Committee.

## Marginal Markings

Solid vertical lines in the margins within the body of the code indicating a technical change from the requirements of the previous edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a table has been deleted.

## Italicized Terms

Selected terms set forth in Chapter 2, Definitions, are italicized where they appear in code text. Such terms are not italicized where the definition set forth in Chapter 2 does not impart the intended meaning in the use of the term. The terms selected have definitions which the user should read carefully to facilitate better understanding of the code.

# Effective Use of the International Property Maintenance Code

The *International Property Maintenance Code* (IPMC) is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

## Arrangement and Format of the 2009 IPMC

Before applying the requirements of the IPMC it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during an inspection. The IPMC is divided into eight different parts:

Chapters	Subjects
1	Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards

The following is a chapter-by-chapter synopsis of the scope and intent of the provisions of the *International Property Maintenance Code*:

**Chapter 1 Administration.** This chapter contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining “due process of law” in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that “equal protection under the law” has been provided.

**Chapter 2 Definitions.** All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term’s definition is especially key to or necessary for understanding of a particular code provision, the term is show in *italics* wherever it appears in the code. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance regarding tense, gender and plurality of defined terms as well as guidance regarding terms not defined in this code is provided.

**Chapter 3 General Requirements.** Chapter 3, “General Requirements,” is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building’s structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter’s provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these

barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

**Chapter 4 Light, Ventilation and Occupancy Limitations.** The purpose of Chapter 4 is to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifies occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

**Chapter 5 Plumbing Facilities and Fixture Requirements.** Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

**Chapter 6 Mechanical and Electrical Requirements.** The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water-heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.

**Chapter 7 Fire Safety Requirements.** The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building's occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 7 establishes the minimum requirements for fire safety facilities and fire protection systems, as these are essential fire safety systems.

**Chapter 8 Referenced Standards.** The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

# ORDINANCE

The *International Codes* are designed and promulgated to be adopted by reference by ordinance. Jurisdictions wishing to adopt the 2009 *International Property Maintenance Code* as an enforceable regulation governing existing structures and premises should ensure that certain factual information is included in the adopting ordinance at the time adoption is being considered by the appropriate governmental body. The following sample adoption ordinance addresses several key elements of a code adoption ordinance, including the information required for insertion into the code text.

## SAMPLE ORDINANCE FOR ADOPTION OF THE *INTERNATIONAL PROPERTY MAINTENANCE CODE* ORDINANCE NO. \_\_\_\_\_

An ordinance of the [JURISDICTION] adopting the 2009 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the [JURISDICTION]; providing for the issuance of permits and collection of fees therefor; repealing Ordinance No. \_\_\_\_\_ of the [JURISDICTION] and all other ordinances and parts of the ordinances in conflict therewith.

The [GOVERNING BODY] of the [JURISDICTION] does ordain as follows:

**Section 1.** That a certain document, three (3) copies of which are on file in the office of the [TITLE OF JURISDICTION'S KEEPER OF RECORDS] of [NAME OF JURISDICTION], being marked and designated as the *International Property Maintenance Code*, 2009 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the [JURISDICTION], in the State of [STATE NAME] for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the [JURISDICTION] are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

**Section 2.** The following sections are hereby revised:

Section 101.1. Insert: [NAME OF JURISDICTION]

Section 103.5. Insert: [APPROPRIATE SCHEDULE]

Section 112.4. Insert: [DOLLAR AMOUNT IN TWO LOCATIONS]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

**Section 3.** That Ordinance No. \_\_\_\_\_ of [JURISDICTION] entitled [FILL IN HERE THE COMPLETE TITLE OF THE ORDINANCE OR ORDINANCES IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION] and all other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 4.** That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The [GOVERNING BODY] hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section 5.** That nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.



**Section 6.** That the **[JURISDICTION'S KEEPER OF RECORDS]** is hereby ordered and directed to cause this ordinance to be published. (An additional provision may be required to direct the number of times the ordinance is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

**Section 7.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect **[TIME PERIOD]** from and after the date of its final passage and adoption.

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## CHAPTER 1

# SCOPE AND ADMINISTRATION

### **PART 1—SCOPE AND APPLICATION**

#### **SECTION 101 GENERAL**

**101.1 Title.** These regulations shall be known as the *International Property Maintenance Code* of [NAME OF JURISDICTION], hereinafter referred to as “this code.”

**101.2 Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of *owners*, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

**101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

**101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

#### **SECTION 102 APPLICABILITY**

**102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

**102.2 Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order. No *owner*, *operator* or *occupant* shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner's* designated agent shall be

responsible for the maintenance of buildings, structures and *premises*.

**102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Fuel Gas Code*, *International Mechanical Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

**102.4 Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and insanitary.

**102.5 Workmanship.** Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's installation instructions.

**102.6 Historic buildings.** The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

**102.7 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

**Exception:** Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

**102.8 Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

**102.9 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

**102.10 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

## **PART 2—ADMINISTRATION AND ENFORCEMENT**

### **SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION**

**103.1 General.** The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

**103.2 Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

**103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

**103.4 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

**103.5 Fees.** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[JURISDICTION TO INSERT APPROPRIATE SCHEDULE.]

### **SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL**

**104.1 General.** The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

**104.2 Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as

deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

**104.3 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner* or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

**104.4 Identification.** The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

**104.5 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

**104.6 Department records.** The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

### **SECTION 105 APPROVAL**

**105.1 Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* representative, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

**105.2 Alternative materials, methods and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

**105.3 Required testing.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for

alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

**105.3.1 Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved agency*.

**105.3.2 Test reports.** Reports of tests shall be retained by the *code official* for the period required for retention of public records.

**105.4 Used material and equipment.** The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and *approved* by the *code official*.

**105.5 Approved materials and equipment.** Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

**105.6 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved sources*.

## SECTION 106 VIOLATIONS

**106.1 Unlawful acts.** It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

**106.2 Notice of violation.** The *code official* shall serve a notice of violation or order in accordance with Section 107.

**106.3 Prosecution of violation.** Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

**106.4 Violation penalties.** Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**106.5 Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, cor-

rect or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

## SECTION 107 NOTICES AND ORDERS

**107.1 Notice to person responsible.** Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

**107.2 Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

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

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

**107.4 Unauthorized tampering.** Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

**107.5 Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

**107.6 Transfer of ownership.** It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and



fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

## SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

**108.1 General.** When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

**108.1.1 Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

**108.1.2 Unsafe equipment.** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

**108.1.3 Structure unfit for human occupancy.** A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

**108.1.4 Unlawful structure.** An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

**108.1.5 Dangerous structure or premises.** For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is

likely to partially or completely collapse, or to become *detached* or dislodged.

4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, *damage*, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

**108.2 Closing of vacant structures.** If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to

post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource.

**108.2.1 Authority to disconnect service utilities.** The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

**108.3 Notice.** Whenever the *code official* has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall also be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

**108.4 Placarding.** Upon failure of the *owner* or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

**108.4.1 Placard removal.** The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

**108.5 Prohibited occupancy.** Any occupied structure condemned and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

**108.6 Abatement methods.** The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

**108.7 Record.** The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

## SECTION 109 EMERGENCY MEASURES

**109.1 Imminent danger.** When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

**109.2 Temporary safeguards.** Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

**109.3 Closing streets.** When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

**109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

**109.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* where the unsafe structure is or was located for the recovery of such costs.

**109.6 Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

## SECTION 110 DEMOLITION

**110.1 General.** The *code official* shall order the *owner* of any *premises* upon which is located any structure, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occu-

pancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

**110.2 Notices and orders.** All notices and orders shall comply with Section 107.

**110.3 Failure to comply.** If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

**110.4 Salvage materials.** When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

## SECTION 111 MEANS OF APPEAL

**111.1 Application for appeal.** Any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

**111.2 Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

**111.2.1 Alternate members.** The chief appointing authority shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate mem-

bers shall possess the qualifications required for board membership.

**111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.

**111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.

**111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

**111.2.5 Compensation of members.** Compensation of members shall be determined by law.

**111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

**111.4 Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.

**111.4.1 Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

**111.5 Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

**111.6 Board decision.** The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

**111.6.1 Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the *code official*.

**111.6.2 Administration.** The *code official* shall take immediate action in accordance with the decision of the board.

**111.7 Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

**111.8 Stays of enforcement.** Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

## SECTION 112 STOP WORK ORDER

**112.1 Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to

the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

**112.2 Issuance.** A stop work order shall be in writing and shall be given to the *owner of the* property, to the *owner's* agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

**112.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

**112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars.



## CHAPTER 2

# DEFINITIONS

### SECTION 201 GENERAL

**201.1 Scope.** Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

**201.2 Interchangeability.** Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the *International Building Code*, *International Fire Code*, *International Zoning Code*, *International Plumbing Code*, *International Mechanical Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

**201.4 Terms not defined.** Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

**201.5 Parts.** Whenever the words “*dwelling unit*,” “*dwelling*,” “*premises*,” “*building*,” “*rooming house*,” “*rooming unit*,” “*housekeeping unit*” or “*story*” are stated in this code, they shall be construed as though they were followed by the words “or any part thereof.”

### SECTION 202 GENERAL DEFINITIONS

**ANCHORED.** Secured in a manner that provides positive connection.

**APPROVED.** *Approved* by the code official.

**BASEMENT.** That portion of a building which is partly or completely below grade.

**BATHROOM.** A room containing plumbing fixtures including a bathtub or shower.

**BEDROOM.** Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

**CODE OFFICIAL.** The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

**CONDEMN.** To adjudge unfit for *occupancy*.

**DETACHED.** When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

**DETERIORATION.** To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

**[B] DWELLING UNIT.** A single unit providing complete, independent living facilities for one or more persons, including

permanent provisions for living, sleeping, eating, cooking and sanitation.

**EASEMENT.** That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner(s)* of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

**EQUIPMENT SUPPORT.** Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

**EXTERIOR PROPERTY.** The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

**GARBAGE.** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

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

**HABITABLE SPACE.** Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

**HOUSEKEEPING UNIT.** A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

**IMMINENT DANGER.** A condition which could cause serious or life-threatening injury or death at any time.

**INFESTATION.** The presence, within or contiguous to, a structure or *premises* of insects, rats, vermin or other pests.

**INOPERABLE MOTOR VEHICLE.** A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

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

**LET FOR OCCUPANCY OR LET.** To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a



## DEFINITIONS

recorded or unrecorded agreement of contract for the sale of land.

**NEGLECT.** The lack of proper maintenance for a building or *structure*.

**OCCUPANCY.** The purpose for which a building or portion thereof is utilized or occupied.

**OCCUPANT.** Any individual living or sleeping in a building, or having possession of a space within a building.

**OPENABLE AREA.** That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

**OPERATOR.** Any person who has charge, care or control of a structure or *premises* which is let or offered for *occupancy*.

**OWNER.** Any person, agent, *operator*, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**PERSON.** An individual, corporation, partnership or any other group acting as a unit.

**PEST ELIMINATION.** The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

**PREMISES.** A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

**PUBLIC WAY.** Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

**ROOMING HOUSE.** A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

**ROOMING UNIT.** Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

**RUBBISH.** Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

**[B] SLEEPING UNIT.** A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

**STRICT LIABILITY OFFENSE.** An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the

defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

**STRUCTURE.** That which is built or constructed or a portion thereof.

**TENANT.** A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

**TOILET ROOM.** A room containing a water closet or urinal but not a bathtub or shower.

**ULTIMATE DEFORMATION.** The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

**VENTILATION.** The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

**WORKMANLIKE.** Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

**YARD.** An open space on the same lot with a structure.

## CHAPTER 3

# GENERAL REQUIREMENTS

### SECTION 301 GENERAL

**301.1 Scope.** The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

**301.2 Responsibility.** The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* which they occupy and control.

**301.3 Vacant structures and land.** All vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

### SECTION 302 EXTERIOR PROPERTY AREAS

**302.1 Sanitation.** All *exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* which such *occupant* occupies or controls in a clean and sanitary condition.

**302.2 Grading and drainage.** All *premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

**Exception:** *Approved* retention areas and reservoirs.

**302.3 Sidewalks and driveways.** All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

**302.4 Weeds.** All *premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of (jurisdiction to insert height in inches). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the

property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

**302.5 Rodent harborage.** All structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

**302.6 Exhaust vents.** Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

**302.7 Accessory structures.** All accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

**302.8 Motor vehicles.** Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

**Exception:** A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

**302.9 Defacement of property.** No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

### SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

**303.1 Swimming pools.** Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

**303.2 Enclosures.** Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure

## GENERAL REQUIREMENTS

shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

**Exception:** Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

### SECTION 304 EXTERIOR STRUCTURE

**304.1 General.** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

**304.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;

10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.

#### Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

**304.2 Protective treatment.** All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

**[F] 304.3 Premises identification.** Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

**304.4 Structural members.** All structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

**304.5 Foundation walls.** All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be



kept in such condition so as to prevent the entry of rodents and other pests.

**304.6 Exterior walls.** All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

**304.7 Roofs and drainage.** The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

**304.8 Decorative features.** All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

**304.9 Overhang extensions.** All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

**304.10 Stairways, decks, porches and balconies.** Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

**304.11 Chimneys and towers.** All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

**304.12 Handrails and guards.** Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

**304.13 Window, skylight and door frames.** Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

**304.13.1 Glazing.** All glazing materials shall be maintained free from cracks and holes.

**304.13.2 Openable windows.** Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

**304.14 Insect screens.** During the period from [DATE] to [DATE], every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16

mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

**Exception:** Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

**304.15 Doors.** All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

**304.16 Basement hatchways.** Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

**304.17 Guards for basement windows.** Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents.

**304.18 Building security.** Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

**304.18.1 Doors.** Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

**304.18.2 Windows.** Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

**304.18.3 Basement hatchways.** Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

## SECTION 305 INTERIOR STRUCTURE

**305.1 General.** The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

**305.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the Inter-

*national Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

**Exceptions:**

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

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

**305.3 Interior surfaces.** All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

**305.4 Stairs and walking surfaces.** Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

**305.5 Handrails and guards.** Every handrail and *guard* shall be firmly **fastened** and capable of supporting normally imposed loads and shall be maintained in good condition.

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

## SECTION 306 COMPONENT SERVICEABILITY

**306.1 General.** The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

**306.1.1 Unsafe conditions.** Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
  - 1.1. Collapse of footing or foundation system;
  - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
  - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
  - 1.4. Inadequate soil as determined by a geotechnical investigation;
  - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
  - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
  - 2.1. *Deterioration*;
  - 2.2. *Ultimate deformation*;
  - 2.3. Fractures;
  - 2.4. Fissures;
  - 2.5. Spalling;
  - 2.6. Exposed reinforcement; or
  - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
  - 3.1. *Deterioration*;
  - 3.2. Corrosion;
  - 3.3. Elastic deformation;
  - 3.4. *Ultimate deformation*;
  - 3.5. Stress or strain cracks;
  - 3.6. Joint fatigue; or
  - 3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:
  - 4.1. *Deterioration*;
  - 4.2. *Ultimate deformation*;
  - 4.3. Fractures in masonry or mortar joints;
  - 4.4. Fissures in masonry or mortar joints;
  - 4.5. Spalling;
  - 4.6. Exposed reinforcement; or
  - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
  - 5.1. *Deterioration*;
  - 5.2. Elastic deformation;
  - 5.3. *Ultimate deformation*;
  - 5.4. Metal fatigue; or
  - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
  - 6.1. *Ultimate deformation*;
  - 6.2. *Deterioration*;
  - 6.3. Damage from insects, rodents and other vermin;
  - 6.4. Fire damage beyond charring;
  - 6.5. Significant splits and checks;
  - 6.6. Horizontal shear cracks;
  - 6.7. Vertical shear cracks;
  - 6.8. Inadequate support;
  - 6.9. *Detached*, dislodged or failing connections; or
  - 6.10. Excessive cutting and notching.

**Exceptions:**

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

### SECTION 307 HANDRAILS AND GUARDRAILS

**307.1 General.** Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall not be less than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall not be less than

30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

**Exception:** *Guards* shall not be required where exempted by the adopted building code.

### SECTION 308 RUBBISH AND GARBAGE

**308.1 Accumulation of rubbish or garbage.** All *exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

**308.2 Disposal of rubbish.** Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

**308.2.1 Rubbish storage facilities.** The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

**308.2.2 Refrigerators.** Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

**308.3 Disposal of garbage.** Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

**308.3.1 Garbage facilities.** The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

**308.3.2 Containers.** The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

### SECTION 309 PEST ELIMINATION

**309.1 Infestation.** All structures shall be kept free from insect and rodent *infestation*. All structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

**309.2 Owner.** The *owner* of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

**309.3 Single occupant.** The *occupant* of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the *premises*.

**309.4 Multiple occupancy.** The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a *rooming house* or a nonresidential structure shall be responsible for



## GENERAL REQUIREMENTS

extermination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for extermination.

**309.5 Occupant.** The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

**Exception:** Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for extermination.

## CHAPTER 4

# LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

### SECTION 401 GENERAL

**401.1 Scope.** The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

**401.2 Responsibility.** The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

**401.3 Alternative devices.** In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the *International Building Code* shall be permitted.

### SECTION 402 LIGHT

**402.1 Habitable spaces.** Every *habitable space* shall have at least one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

**Exception:** Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m<sup>2</sup>). The exterior glazing area shall be based on the total floor area being served.

**402.2 Common halls and stairways.** Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m<sup>2</sup>) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

**402.3 Other spaces.** All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

### SECTION 403 VENTILATION

**403.1 Habitable spaces.** Every *habitable space* shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

**Exception:** Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m<sup>2</sup>). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

**403.2 Bathrooms and toilet rooms.** Every *bathroom* and *toilet room* shall comply with the ventilation requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

**403.3 Cooking facilities.** Unless *approved* through the certificate of occupancy, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

#### Exceptions:

1. Where specifically *approved* in writing by the code official.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

**403.4 Process ventilation.** Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

**403.5 Clothes dryer exhaust.** Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

**Exception:** Listed and labeled condensing (ductless) clothes dryers.

### SECTION 404 OCCUPANCY LIMITATIONS

**404.1 Privacy.** *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

**404.2 Minimum room widths.** A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

**404.3 Minimum ceiling heights.** *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

**Exceptions:**

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet (1524 mm) or more shall be included.

**404.4 Bedroom and living room requirements.** Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

**404.4.1 Room area.** Every living room shall contain at least 120 square feet (11.2 m<sup>2</sup>) and every *bedroom* shall contain at least 70 square feet (6.5 m<sup>2</sup>).

**404.4.2 Access from bedrooms.** *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

**Exception:** Units that contain fewer than two *bedrooms*.

**404.4.3 Water closet accessibility.** Every *bedroom* shall have access to at least one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to at least one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

**404.4.4 Prohibited occupancy.** Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

**404.4.5 Other requirements.** *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

**404.5 Overcrowding.** The number of persons occupying a *dwelling unit* shall not create conditions that, in the opinion of the *code official*, endanger the life, health, safety or welfare of the *occupants*.

**404.6 Efficiency unit.** Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than two *occupants* shall have a clear floor area of not less than 220 square feet (20.4 m<sup>2</sup>). A unit occupied by three *occupants* shall have a clear floor area of not less than 320 square feet (29.7 m<sup>2</sup>). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

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

## CHAPTER 5

# PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

### SECTION 501 GENERAL

**501.1 Scope.** The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

**501.2 Responsibility.** The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* which does not comply with the requirements of this chapter.

### [P] SECTION 502 REQUIRED FACILITIES

**502.1 Dwelling units.** Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

**502.2 Rooming houses.** At least one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

**502.3 Hotels.** Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten *occupants*.

**502.4 Employees' facilities.** A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

**502.4.1 Drinking facilities.** Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

**502.5 Public toilet facilities.** Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

### [P] SECTION 503 TOILET ROOMS

**503.1 Privacy.** *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

**503.2 Location.** *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

**503.3 Location of employee toilet facilities.** Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

**Exception:** Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

**503.4 Floor surface.** In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

### [P] SECTION 504 PLUMBING SYSTEMS AND FIXTURES

**504.1 General.** All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

**504.2 Fixture clearances.** Plumbing fixtures shall have adequate clearances for usage and cleaning.

**504.3 Plumbing system hazards.** Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

### SECTION 505 WATER SYSTEM

**505.1 General.** Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

**[P] 505.2 Contamination.** The water supply shall be maintained free from contamination, and all water inlets for plumbing

ing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

**505.3 Supply.** The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

**505.4 Water heating facilities.** Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

#### **[P] SECTION 506 SANITARY DRAINAGE SYSTEM**

**506.1 General.** All plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

**506.2 Maintenance.** Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

**506.3 Grease interceptors.** Where it has been determined that a grease interceptor is not being maintained and serviced as intended by this code and the manufacturer's instructions, an *approved* interceptor monitoring system shall be provided or a maintenance program shall be established with documentation submitted to the *code official*.

#### **[P] SECTION 507 STORM DRAINAGE**

**507.1 General.** Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

## CHAPTER 6

# MECHANICAL AND ELECTRICAL REQUIREMENTS

### SECTION 601 GENERAL

**601.1 Scope.** The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

**601.2 Responsibility.** The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* which does not comply with the requirements of this chapter.

### SECTION 602 HEATING FACILITIES

**602.1 Facilities required.** Heating facilities shall be provided in structures as required by this section.

**602.2 Residential occupancies.** Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used to provide space heating to meet the requirements of this section.

**Exception:** In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

**602.3 Heat supply.** Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

#### Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

**602.4 Occupiable work spaces.** Indoor occupiable work spaces shall be supplied with heat during the period from

[DATE] to [DATE] to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

#### Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

**602.5 Room temperature measurement.** The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

### SECTION 603 MECHANICAL EQUIPMENT

**603.1 Mechanical appliances.** All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

**603.2 Removal of combustion products.** All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

**Exception:** Fuel-burning equipment and appliances which are *labeled* for unvented operation.

**603.3 Clearances.** All required clearances to combustible materials shall be maintained.

**603.4 Safety controls.** All safety controls for fuel-burning equipment shall be maintained in effective operation.

**603.5 Combustion air.** A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

**603.6 Energy conservation devices.** Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

### SECTION 604 ELECTRICAL FACILITIES

**604.1 Facilities required.** Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

**604.2 Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional



facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

**604.3 Electrical system hazards.** Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

**604.3.1 Abatement of electrical hazards associated with water exposure.** The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

**604.3.1.1 Electrical equipment.** Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

**Exception:** The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated 600 volts or less;
2. Busway, rated 600 volts or less;
3. Panelboards, rated 600 volts or less;
4. Switchboards, rated 600 volts or less;
5. Fire pump controllers, rated 600 volts or less;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;

18. Electronic control, signaling and communication equipment.

**604.3.2 Abatement of electrical hazards associated with fire exposure.** The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

**604.3.2.1 Electrical equipment.** Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

**Exception:** Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

## SECTION 605 ELECTRICAL EQUIPMENT

**605.1 Installation.** All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

**605.2 Receptacles.** Every *habitable space* in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain at least one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection.

**605.3 Luminaires.** Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain at least one electric luminaire.

## SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

**606.1 General.** Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

**606.2 Elevators.** In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

**Exception:** Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

**SECTION 607  
DUCT SYSTEMS**

**607.1 General.** Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.



## CHAPTER 7

# FIRE SAFETY REQUIREMENTS

### SECTION 701 GENERAL

**701.1 Scope.** The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

**701.2 Responsibility.** The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

### [F] SECTION 702 MEANS OF EGRESS

**702.1 General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

**702.2 Aisles.** The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

**702.3 Locked doors.** All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

**702.4 Emergency escape openings.** Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

### [F] SECTION 703 FIRE-RESISTANCE RATINGS

**703.1 Fire-resistance-rated assemblies.** The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

**703.2 Opening protectives.** Required opening protectives shall be maintained in an operative condition. All fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

### [F] SECTION 704 FIRE PROTECTION SYSTEMS

**704.1 General.** All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

**704.1.1 Automatic sprinkler systems.** Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

**704.2 Smoke alarms.** Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of *occupant* load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* and cellars but not including crawl spaces and uninhabitable attics. In dwellings or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

Single- or multiple-station smoke alarms shall be installed in other groups in accordance with the *International Fire Code*.

**704.3 Power source.** In Group R occupancies and in dwellings not regulated as Group R occupancies, single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

**Exception:** Smoke alarms are permitted to be solely battery operated in buildings where no construction is taking place, buildings that are not served from a commercial power source and in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for building wiring without the removal of interior finishes.

**704.4 Interconnection.** Where more than one smoke alarm is required to be installed within an individual *dwelling unit* in Group R-2, R-3, R-4 and in dwellings not regulated as Group R occupancies, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. The alarm shall be clearly audible

## FIRE SAFETY REQUIREMENTS

in all *bedrooms* over background noise levels with all intervening doors closed.

### Exceptions:

1. Interconnection is not required in buildings which are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available which could provide access for interconnection without the removal of interior finishes.

## CHAPTER 8

# REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

<b>ASME</b>		American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990
Standard reference number	Title	Referenced in code section number
A17.1/CSA B44—2007	Safety Code for Elevators and Escalators . . . . .	606.1

<b>ASTM</b>		ASTM International 100 Barr Harbor Drive West Conshohocken, PA 19428-2959
Standard reference number	Title	Referenced in code section number
F1346—91 (2003)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs . . . . .	303.2

<b>ICC</b>		International Code Council 500 New Jersey Avenue, NW 6th Floor Washington, DC 20001
Standard reference number	Title	Referenced in code section number
IBC—09	International Building Code* . . . . .	102.3, 201.3, 401.3, 702.3
IFC—09	International Fire Code* . . . . .	201.3, 604.3.1.1, 604.3.2.1, 702.1, 702.2, 704.1, 704.2
IEBC—09	International Existing Building Code* . . . . .	305.1.1, 306.1.1
IFGC—09	International Fuel Gas Code* . . . . .	102.3
IMC—09	International Mechanical Code* . . . . .	102.3, 201.3
IPC—09	International Plumbing Code* . . . . .	201.3, 505.1, 602.2, 602.3
IZC—09	International Zoning Code* . . . . .	102.3, 201.3

<b>NFPA</b>		National Fire Protection Association 1 Batterymarch Park Quincy, MA 02269
Standard reference number	Title	Referenced in code section number
25—08	Inspection, Testing and Maintenance of Water-based Fire Protection Systems . . . . .	704.1.1
70—08	National Electrical Code . . . . .	102.4, 201.3, 604.2





## APPENDIX A

# BOARDING STANDARD

*The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.*

### A101 GENERAL

**A101.1 General.** All windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

### A102 MATERIALS

**A102.1 Boarding sheet material.** Boarding sheet material shall be minimum  $\frac{1}{2}$ -inch (12.7 mm) thick wood structural panels complying with the *International Building Code*.

**A102.2 Boarding framing material.** Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

**A102.3 Boarding fasteners.** Boarding fasteners shall be minimum  $\frac{3}{8}$ -inch (9.5 mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

### A103 INSTALLATION

**A103.1 Boarding installation.** The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

**A103.2 Boarding sheet material.** The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

**A103.3 Windows.** The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

**A103.4 Door walls.** The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at not more than 24 inches (610 mm) on center. Blocking shall also be secured at not more than 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

**A103.5 Doors.** Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

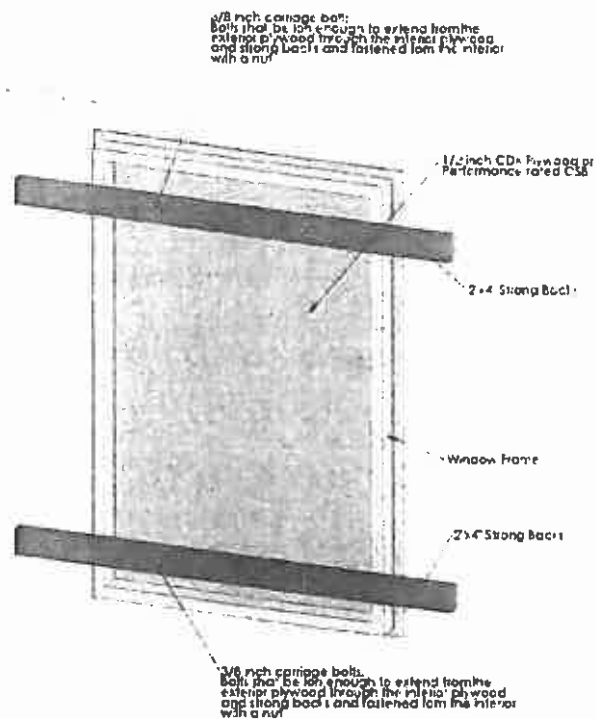


FIGURE A103.1(1)  
BOARDING OF DOOR OR WINDOW

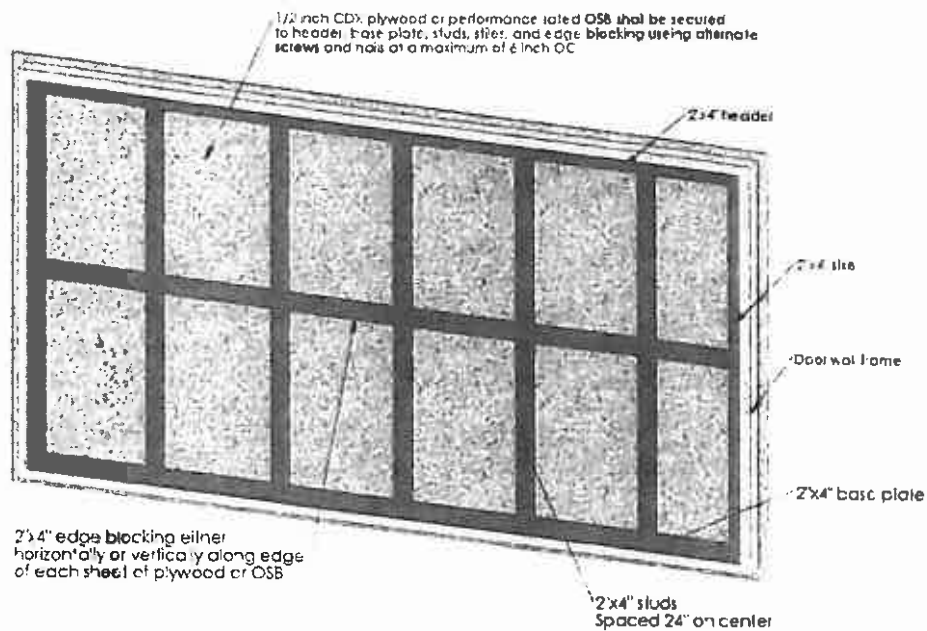


FIGURE A103.1(2)  
BOARDING OF DOOR WALL

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