

8/12/25

TITLE 8  
BUILDING REGULATIONS  
CHAPTER 1  
BUILDING CODES

ARTICLE A. BUILDING CODE

SECTION:

8-1A-1: Code Adopted

8-1A-2: Amendments To Code

8-1A-3: Exterior Finishing Systems Prohibited

8-1A-4: Visitability Code

8-1A-1: CODE ADOPTED:

The ~~BOCA national building code, 1996 edition, as published by the Building Officials and Code Administrators International, Inc., 2021 edition of the International Building Code, as published by the International Code Council,~~ is hereby adopted as the building code of the city for the control of buildings and structures as herein provided, and each and all of the regulations, provisions, penalties, conditions and terms of said ~~BOCA national building code 2021 International Building Code~~ are hereby adopted and made a part hereof as if fully set out in this article.

~~There is hereby adopted each and every revision of said code hereinafter made, said code being revised annually by BOCA International, Inc., and a new and revised edition of the code being published every three (3) years. Said revised codes and all supplements thereto, when adopted by BOCA International Inc., shall supersede all other previous editions, supplements and printings in conflict therewith. The provisions of such codes shall govern all matters covered therein to the extent that the same are not in conflict with any provisions of this article or other ordinances of the city.~~

As used in ~~the BOCA national building code~~International Building Code, the term "~~code enforcement officer~~""Building Official" shall mean and be defined as the ~~S~~superintendent of ~~P~~public ~~W~~works of the city or his designee. The designated ~~code enforcement officer~~Building Official shall carry out the functions of the code enforcement within the city as instructed by the ~~S~~superintendent of ~~P~~public ~~W~~works. (Ord. 0-2-1998, 1-26-1998)

8-1A-2: AMENDMENTS TO CODE:

The following sections of the ~~BOCA national building code~~International Building Code are hereby revised as follows:

—Amend throughout where the International Building Code indicates to "insert name of department", the code is hereby amended to read "City of Northlake Building Department".

1. Section ~~100.1~~101.1 Title: These regulations shall be known as the building code of the city of Northlake hereinafter referred to as "this code".

2. Revise Section 101.2.1 in its entirety and replace it with the following: Appendices. Provisions in the appendices shall not apply unless specifically adopted. Appendix E (Supplemental Accessibility Requirements) is hereby adopted.
3. Revise Section 101.4.3 in its entirety and replace it with the following: Plumbing. The provisions of the Illinois State Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system. The requirements of LaSalleCook County shall apply to private sewage disposal systems.
4. Revise Section 101.4.6 in its entirety and replace it with the following: Energy. The provisions of the Illinois Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.
5. Section ~~103.4~~101.4.7 Rehabilitation: Buildings existing prior to November 1, 1989, in which there is work involving repairs, alterations, additions or changes of use, shall be made to conform to the code by applying the requirements of article 32 or the provisions of articles 2 through 31.
6. Section ~~114.3~~109.2.1 Fee Schedule: A fee for each plan examination, building permit and inspection shall be paid in accordance with the schedule in section 8-2-1 of this title.
7. Section 113 is hereby deleted in its entirety and replaced with the following:
  - 113.1 Board of Appeals. The City of Northlake Board of Appeals is comprised of tThe City Council and Mayor or their designee. The Board of Appeals shall administratively put in place the process to allow forshall hear appeals of decisions rendered by the bBuilding official, hear appeals, and render findingsDepartment.
  - 113.2 Limitations on authority. 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 an equally good equivalent or better form of construction is proposed. The boardCity Council cannot shall not have authority to waive requirements of this code or interpret the administration of this code.
  - 113.3 Fee. The Board of Appeals may set fees for applications heard before the board.
  - 113.4 Administration. The building official shall take immediate action in accordance with the decision of the board.

8. Section ~~117.4~~114.4 Violation Penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be ~~guilty of a misdemeanor punishable~~punished by a fine of not ~~less than \$100.00 nor more than \$500.00~~\$1,000.00, or by imprisonment not exceeding 30 days, or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate offense.

9. Section ~~118.2~~114.5 Unlawful Continuance: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than ~~\$50.00~~\$100.00 nor more than ~~\$500.00~~\$1,000.00.

~~Section 123.3 Compensation Of Board Of Survey: The third member of the board shall receive for services a fee of \$250.00 dollars to be paid by the appellant.~~

10. ~~Chapter 29 is hereby deleted in its entirety to be replaced with the following:~~  
Plumbing system shall comply with the current edition of the Illinois Plumbing Code.

11. ~~Revise Section 1102.1 in its entirety and replace it with the following:~~ Design. Buildings and facilities shall be designed and constructed to be accessible in accordance with this code, ICC A117.1, and the Illinois Accessibility Code. Where a conflict occurs between the codes and the Illinois Accessibility Code, the most restrictive provision shall govern.

12. ~~Revise Section 1301.1.1 in its entirety and replace it with the following:~~ Buildings shall be designed and constructed in accordance with the Illinois Energy Conservation Code.

13. ~~Delete all sections in Chapter 29 and insert the following:~~ 2901.1 Scope. The provisions of the Illinois State Plumbing Code shall govern the design, construction, erection and installation of plumbing components, appliances, equipment and systems used in buildings and structures covered by this code. Toilet and bathing rooms shall be constructed in accordance with Section 1210. Private sewage disposal systems shall conform to the requirements of LaSalle County. The International Fire Code, the International Property Maintenance Code and the Illinois State Plumbing Code shall govern the use and maintenance of plumbing components, appliances, equipment and systems. The International Existing Building Code and the Illinois State Plumbing Code shall govern the alteration,

repair, relocation, replacement and addition of plumbing components, appliances, equipment and systems.

14. ~~Revise Section 3107.1 in its entirety and replace it with the following: Where more restrictive in any respect, the limitations, or requirements of any other City of Northlake sign ordinance shall take precedence over the regulations of this code.~~

15. Section ~~2906.13~~107.2 Filing: A person shall not erect, install, remove, rehang or maintain over public property any sign for which a permit is required under the provisions of this code until an approved bond has been filed in the sum of \$10,000.00 as herein required and until an insurance policy has been filed for public liability in the amount of \$300,000.00 per accident and for property damage in the amount of \$100,000.00 as herein required.

~~(1992 Code)~~

#### 8-1A-3: EXTERIOR FINISHING SYSTEMS PROHIBITED:

A. Definition: For purposes of this section "synthetic stucco or other exterior insulated finishing systems" refers to a system of exterior cladding consisting of:

1. An acrylic copolymer technology "stucco like" finish with the color blended into the coating, the finish being troweled or spray applied to achieve the appearance desired;
2. A water resistant base coat applied to the insulation board with a reinforced fiberglass mesh embedded in it for added strength; also, the base coat being the primary barrier for moisture resistance while the finish coat is primarily for aesthetics;
3. A molded polystyrene insulation board (MEPS), an extruded polystyrene board (XEPS), or a polyisocyanurate board ranging from one-half inch (1/2") to over two inches (2") in thickness; and
4. Mechanical or adhesive fasteners to keep the insulation boards on the wall.

B. Use Prohibited: The use, application or installation of synthetic stucco is hereby prohibited in all residential construction.

C. Penalty: Any person violating any provision of this section shall be fined not less than one hundred dollars (\$100.00), nor more than one thousand dollars (\$1,000.00). Each day that a violation exists shall constitute a separate and distinct offense. (Ord. O-22-2000, 7-17-2000)

#### 8-1A-4: VISITABILITY CODE:

A. Purpose: The purpose of this section is to establish minimum regulations for the design, installation and construction of single-family and attached single-family homes, providing reasonable criteria for visitability by persons with disabilities.

B. Title: This section shall be known as the visitability code of the city of Northlake, and is hereinafter referred to as the "visitability code" or "this code".

#### C. Electrical Wall Switches:

1. Height: In all single-family and attached single-family dwellings, all wall switches controlling light fixtures and fans shall be located at a height not to exceed forty eight inches (48") above finished floor. Height shall be determined by measuring from the finished floor to the center of the switch.

2. Exceptions: This requirement does not apply where the use of special equipment dictates otherwise as required by the manufacturer. This requirement does not apply to thermostats or breaker panels.

#### D. Electrical Wall Receptacles:

1. Height: In all single-family and attached single-family dwellings, all wall receptacles shall be located at a height no less than fifteen inches (15") above finished floor. Height shall be determined by measuring from the finished floor to the center of the receptacle.

2. Exceptions: This requirement does not apply where the use of special equipment dictates otherwise as required by the manufacturer.

#### E. Step Free Entrance:

1. Requirements: Every single-family and attached single-family dwelling shall be provided with at least one step free entrance accessible from an accessible route from a parking area or public way. This step free entrance shall be approached by a slope no greater than one in twelve (12) (less steep is desirable). This entrance can be approached by a sidewalk, a driveway, a garage floor, or other usable route. The step free entrance may be located at any entrance to the home. If the step free entrance is located in the garage, a door bell button shall be located outside the overhead garage door. In a case where a lot is so steep that it cannot be graded to a maximum slope of one in twelve (12), the driveway may have to exceed a one in twelve (12) slope. In this case, upon approval by the building commissioner, the builder may construct a one in twelve (12) (or less) route leading from the driveway to the no step entrance.

2. Waiver: In addition, the city may waive any of the aforesaid entrance requirements if it determines that such entrance is not feasible based on water table elevations.

F. Wall Reinforcement: Bathroom walls shall be provided with wood blocking installed flush within wall framing, to support grab bars as needed. The wood blocking, when measured to the center, shall be located between thirty three inches (33") and thirty six inches (36") above the finished floor. The wood blocking shall be located in all walls adjacent to a toilet, shower stall or bathtub. All bathrooms, washrooms and powder rooms shall meet all applicable requirements of this code.

G. First Floor Washroom/Powder Room:

1. Required: There shall be at least one washroom/powder room, containing at least one water closet (toilet) and one lavatory (sink), on the dwelling floor located closest to grade level. This washroom/powder room shall be designed and constructed in a manner that will provide wheelchair access to both the water closet and lavatory.

2. Exception: If a no step entrance is located at a level other than the level closest to grade, such as the lower level of a split level home, and a washroom or powder room that complies with the requirements of this code is located on the same level as the no step entrance, a first floor washroom/powder room shall not be required.

H. Washroom/Bathroom Design: All washrooms, bathrooms and powder rooms shall meet all applicable requirements of this code. It is not essential (although it is recommended) to have a large turning radius inside a residential washroom, bathroom or powder room. In a small washroom, bathroom or powder room, the wheelchair user can roll in forward and roll out backward. A minimum thirty two inch (32") clear path must be provided to all fixtures and the room must be designed in a manner that will allow the user to be able to shut the door when using the room. The bathroom, washroom or powder room door may be hinged to swing out to provide more room, if the hallway design provides the proper clearances.

I. Doors And Hallways:

1. Requirements: All exterior and interior doors shall not be less than three feet (3') in width and six feet eight inches (6'8") in height, and shall provide a minimum clear opening of thirty two inches (32"). All required exit doors shall be side hinged. The minimum width of a hallway or exit access shall not be less than forty two inches (42"), and in no event shall the width of the hallway be less than required by the 1997 Illinois accessibility code.

2. Exceptions: Sliding doors, providing that a minimum thirty two inch (32") clear opening is maintained. Interior pocket doors, providing that a minimum thirty two inch (32") clear opening is maintained. Interior doors that do not require passage for access as determined by the code official, for example, doors to linen closets and pantries in which the shelves are located immediately inside the door opening. Any interior door located in a manner that when fully open, a minimum thirty two inch (32") clear opening is provided.

J. Routes Within A Dwelling Unit: Every single-family and attached single-family dwelling shall have an accessible route through the hallways and passageways of the floor level served by the step free entrance. Hallways shall not be less than forty two inches (42") in

width. All other passageways, other than doorways, shall not be less than thirty six inches (36") in width.

K. Penalty: Any person, firm or corporation that violates any provision of this section shall be subject to a fine of not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) for each such offense, and each day on which violation occurs or continues to occur shall be a separate offense. (Ord. 0-08-2005, 3-21-2005, eff. retroactive to 1-1-2005)

## ARTICLE B. PLUMBING CODE

### SECTION:

8-1B-1: Code Adopted

8-1B-2: Amendments To Code

8-1B-1: CODE ADOPTED:

-A. Code Adoption: The ~~Illinois plumbing code, 1993 edition~~ current edition of the Illinois Plumbing Code, as promulgated by the Illinois ~~D~~epartment of ~~public~~ Public Health, is hereby adopted as the plumbing code and each and all of the regulations, provisions, penalties, conditions and terms of said Illinois ~~plumbing-Plumbing code~~ Code are hereby adopted and made a part hereof as if fully set out in this article. (Ord. 0-2-98, 1-26-1998)

-B. Revisions Adopted: There is hereby adopted each and every revision of said code hereinafter made, when adopted by the Illinois ~~d~~epartment of ~~p~~ublic ~~h~~Health, and said revised code shall supersede all other previous editions, supplements and printings in conflict therewith. The provisions of such code shall govern all matters covered therein to the extent that the same are not in conflict with any provisions of this code or other ordinances of the city. (Ord. 0-11-90, 2-19-1990)

C. Overhead Plumbing In New Buildings With Basements: All new buildings with basements, floors, rooms or occupancy areas below ground level at the building site and served by a public or private sewer system shall have overhead plumbing. No building permit application will be accepted nor any permits issued for the construction of any structure unless plans and specifications therefor provide for overhead plumbing as called for in this subsection. (Ord. 0-10-94, 3-21-1994)

8-1B-2: AMENDMENTS TO CODE:

The following sections are hereby added to the Illinois ~~plumbing-Plumbing code~~ Code: (Ord. 0-48-89, 10-16-1989)

1-1. Permit Fees: Before any plumbing work is started, a plumbing permit fee must be paid, the plumbing permit fees are ten dollars (\$10.00) per fixture. A fixture is defined as

any lavatory, water closet, tub, shower stall, laundry tray, dishwasher, drinking fountain, floor drain, downspouts, or any opening in the waste drain or sewer lines used for drainage. The minimum fee for any single family dwelling is ninety dollars (\$90.00); all other buildings are a minimum of one hundred ten dollars (\$110.00).  
(Ord. O-27-2004, 12-6-2004)

2-1. Unlawful Acts: It shall be unlawful to install, extend, alter, repair or maintain plumbing systems in or adjacent to buildings except in conformity with this code.

2-2. Notice: The plumbing inspector shall serve a notice of violation or order to the person responsible for the installation of plumbing work in violation of the provisions of this code, or in violation of a detailed statement or a plan approved thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

2-3. Prosecution: If the notice of violations is not complied with promptly, the plumbing inspector shall request the city attorney to 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 use of any plumbing system in violation of the provisions of this code or of the order or direction made pursuant thereto.

2-4. Penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall install plumbing work in violation of an approved plan or directive of the plumbing inspector, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate offense.

2-5. Abatement: The imposition of the penalties herein prescribed shall not preclude the city attorney of the jurisdiction from instituting appropriate action to prevent unlawful construction or to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or use of a building or structure in or about any premises.

3-1. Notice: Upon notice from the plumbing inspector that work on any building or structure is being prosecuted contrary to the provisions of this code or in an unsafe and dangerous manner, such work shall be immediately stopped. The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person doing the work. It shall state the conditions under which work will be permitted to resume.  
(Ord. O-48-89, 10-16-1989)

3-2. Unlawful Continuance: Any person who shall continue any plumbing work in or about the structure 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 \$100.00 more than five hundred one thousand dollars (\$500.00)\$1,000.00. Each day that a violation exists shall be deemed a separate offense.  
(Ord. 0-48-89, 10-16-1989; amd. 1992 Code)

3-3. Fixtures: All new and replacement plumbing fixtures shall be labeled as a WaterSense product, as specified by the United States environmental protection agency. In addition, new and replacement sprinkler systems shall be equipped with a WaterSense labeled irrigation controller and shall be in compliance with section 2.5(g) of the Illinois plumbing license law (225 ILCS 320).  
(Ord. 0-12-2015, 4-20-2015)

## ARTICLE C. ELECTRICAL CODE

### SECTION:

- 8-1C-1: Code Adopted
- 8-1C-2: Electrical Inspector And Personnel
- 8-1C-3: Electrical Permits
  - 8-1C-3-1: Installation Permit
  - 8-1C-3-2: Semiannual Permit
  - 8-1C-3-3: Maintenance Permit
- 8-1C-4: Electric Signs
  - 8-1C-4-1: Definitions
  - 8-1C-4-2: Permit Required
  - 8-1C-4-3: Supervision And Inspections
  - 8-1C-4-4: Fees
  - 8-1C-4-5: Penalties
- 8-1C-5: Inspections
- 8-1C-6: Fee Schedule
- 8-1C-7: Records Kept
- 8-1C-8: Enforcement
- 8-1C-9: Electrical Service Requirements In Residential Buildings

### 8-1C-1: CODE ADOPTED:

The National Electrical Code, 1996-2020 Edition, is hereby adopted as the Electrical Code of the City and each and all of the regulations, provisions, penalties, conditions and terms of said National Electrical Code are hereby adopted and made a part hereof as if fully set out in this Article.

There is hereby adopted each and every revision of said code hereinafter made, when adopted by the National Fire Protection Association, and said revised code shall supersede all other previous editions, supplements and printings in conflict therewith. The provisions of such codes shall govern all matters covered therein to the extent that the same are not in conflict with any provisions of this City Code or other ordinances of the City. (Ord. 0-2-98, 1-26-1998)

Any person violating any provisions of the code adopted herein shall, upon conviction, be fined as provided in Section 1-4-1 of this Code. (1992 Code)

#### 8-1C-2: ELECTRICAL INSPECTOR AND PERSONNEL:

A. Office Of Electrical Inspector Established: There is hereby established the position of Electrical Inspector who shall be responsible for the regulation of the installation, alteration and use of all electrical equipment as provided in this Article. The Electrical Inspector shall report to the Chief Building Official. (Ord. O-49-89, 10-16-1989; amd. Ord. O-36-97, 8-18-1997, eff. 12-1-1997)

B. Appointments: The Electrical Inspector and such other employees as may be deemed necessary shall be appointed by the Mayor, with the advice and consent of the City Council, and they shall be salaried employees of the City. (Ord. O-49-89, 10-16-1989; amd. 1992 Code)

#### 8-1C-3: ELECTRICAL PERMITS:

##### 8-1C-3-1: INSTALLATION PERMIT:

A. Permit Required: No electric wiring for light, heat or power shall be installed in a building or structure nor shall an alteration or extension of an existing electric wiring system be made, except in conformity with the provisions of this Article and such other standards and specifications, rules and regulations of the National Fire Protection Association as contained in the code known as the National Electrical Code as may be applicable, unless a permit therefor shall have been issued. (Ord. O-23-79, 11-20-1979)

B. Application For Permit: All persons desiring to install wires or other apparatus for the use of electric current for light, heat or power before commencing or doing any electrical construction work of any kind whatever, either installing new electrical apparatus or repairing apparatus already in use, shall file an application for a permit therefor in the office of the Chief Building Official. Such application must be filled out in triplicate on special forms to be obtained from the Chief Building Official and must be accompanied by proper inspection fees <sup>1</sup>. Such application shall describe in detail the material and apparatus desired to be used, the class of work to be done, give the locality by street and number and shall be signed by the contractor or contractor's authorized representative.

C. Plans And Wiring Layout: Where the construction or alteration work is of such size or importance, the Chief Building Official may require that plans be submitted as a part of the application for a permit. The applicant shall furnish with the plans a wiring layout showing both the number and location of outlets, the size of wire to be used, the location of the control boxes and the proposed location of the service head. (Ord. O-23-79, 11-20-1979; amd. Ord. O-49-89, 10-16-1989; Ord. O-36-97, 8-18-1997, eff. 12-1-1997)

D. Payment Of Inspection Fee; Signature On Application:

1. Permits will be issued only on the payment, in advance, of the proper inspection fee.

2. All applications for permits must be signed by the supervising electrician for the registered contractor.

E. Issuance Of Permit: Upon the filing of such application and the payment of the proper inspection fees, if the application is found to be proper, such permit shall be issued. (Ord. O-23-79, 11-20-1979)

#### Notes

1. See Section 8-1C-5 of this Article.

#### 8-1C-3-2: SEMI-ANNUAL PERMIT:

A. Permit Authorized: A semi-annual permit for the installation, alteration and repair of electrical wires and apparatus may be issued, and renewal permits issued at the expiration date of original permit, to persons where, due to their method of operation or the nature of their business, it is necessary to make frequent alterations and changes of their electrical equipment. (Ord. O-23-79, 11-20-79)

B. Application for Permit: Before such a permit shall be issued to any person, he shall fill out an affidavit form of application to be furnished by the Department of Health and Inspectional Services and shall appoint or employ a supervising electrician in conformity with this Article and Title 3, Chapter 9, Article A of this Code.

C. Certification of Supervising Electrician: When the person employed or appointed to perform the work or supervise the installation, alteration and repair of electrical wires and apparatus installed or altered under the authority of semi-annual permits shall have complied with Section 3-9A-5 of this Code, the Electrical Inspector shall certify him as a supervising electrician by placing his name on the affidavit form filed by the person desiring to secure permits to perform electrical work. (Ord. O-23-79, 11-20-79; amd. Ord. O-49-89, 10-16-89)

D. Records Kept: A complete record of all installations, alterations and repairs authorized by semi-annual permits shall be kept by the supervising electrician in a record book. (Ord. O-23-79, 11-20-79)

E. Penalties: Any person violating any of the provisions of this Article dealing with semi-annual permits shall be subject to a penalty of not more than five hundred dollars (\$500.00), and in addition thereto, the Electrical Inspector shall revoke such semi-annual permits. Notice of revocation shall be in writing to the person to whom such permit was issued. (Ord. O-23-79, 11-20-79; amd. Ord. O-49-89, 10-16-89; 1992 Code)

#### 8-1C-3-3: MAINTENANCE PERMIT:

A. Permit Authorized: Maintenance listing for permit privileges may be extended to persons for the installation, alteration, repair and maintenance of electrical wires and equipment. (Ord. O-23-79, 11-20-79)

B. Application for Permit: Application for maintenance listing for permit privileges shall be made in writing on affidavit form to be furnished by the Department of Health and Inspectional Services. (Ord. O-23-79, 11-20-79; amd. Ord. O-49-89, 10-16-89)

C. Restrictions on Issuance:

1. Permits for the installation, alteration, repair and maintenance of electric wires and apparatus shall be issued under the authority of this Article, applicable to maintenance permits, to a person only where such electrical work is to be performed in or on the premises or property owned or controlled by such person and used exclusively by him to conduct his business.

2. No person shall obtain a permit under the provisions of this Article dealing with maintenance permits for the installation, alteration, repair or maintenance of electrical wires or apparatus where such electrical work is performed under or by contract, either verbal or written.

D. Supervising Electricians:

1. No permit for the installation, alteration, repair and maintenance of electrical wires and apparatus, shall be issued to any person under the provisions of this Article dealing with maintenance permits, until such person shall have appointed or employed a supervising electrician. (Ord. O-23-79, 11-20-79)

2. When the person employed or appointed to supervise in installation, alteration, repair and maintenance of electrical wires and apparatus installed, altered or maintained under the authority of permits issued in conformity with this Article dealing with maintenance permits shall have been complied with 3-9A-5 of this Code, the Electrical Inspector shall certify him as a supervising electrician by placing his name on the affidavit form filed by the person desiring to secure permits to perform electrical work.

E. Record of Building and Premises Location: The location of all buildings, premises or property where electrical work is to be installed, altered, required or maintained, under authority of permits issued under the provisions of this Article dealing with maintenance permits, shall be recorded with the Department of Health and Inspectional Services.

F. Penalties: Any person violating any of the provisions dealing with maintenance permits shall be subject to a penalty of not more than five hundred dollars (\$500.00), and in addition thereto, permit privileges shall be revoked by the Electrical Inspector. Notice of revocation shall be in writing to the person listed for maintenance permit privileges. (Ord. O-23-79, 11-20-79; amd. Ord. O-49-89, 10-16-89; 1992 Code)

8-1C-4: ELECTRIC SIGNS: [1](#)

Notes

- [1](#) 1. See also Chapter 6 of this Title for additional sign regulations.

#### 8-1C-4-1: DEFINITIONS:

As used in this Section, the following words and terms shall have the meanings ascribed to them herein:

FLAT ILLUMINATED SIGNS: Illuminated signs placed against a building or structure running parallel thereto and not projecting obliquely or at right angles therefrom.

GROUND SIGNS: Illuminated signs supported by a structure from the ground.

ILLUMINATED SIGNS: Signs constructed as follows:

- A. Signs, all or any part of the letters or characters of which, are made in an outline of lamps or tubes;
- B. Signs with painted, flushed or raised letters or characters lighted by a lamp or lamps or tubes attached thereto;
- C. Signs having a border of lamps or tubes attached thereto and reflecting light thereon;
- D. Glass or plastic signs, whether lighted by electricity or other illuminant;
- E. Signs painted, or with flush or raised letters or characters illuminated by lamps or tubes placed for the purpose of projection or reflecting light thereon; and
- E. Signs having any electrical equipment attached thereto.

Illumination of signboard may be from a source attached to the structure or a source removed.

OUTLINE LIGHTING: An arrangement of incandescent lamps or gaseous tubes to outline and call attention to certain features such as the shape of a building or the decoration of a window.

PROJECTING ILLUMINATED SIGNS: Illuminated signs that project at right angles or obliquely from the building or structure from which same are supported whether such signs are vertical or horizontal.

PROJECTING SIGNS: Illuminated signs supported by a canopy.

ROOF SIGNS: Illuminated signs erected on the roof of a building. (Ord. 0-23-79, 11-20-79)

#### 8-1C-4-2: PERMIT REQUIRED:

The ~~Director of Health and Inspectional Services~~Building Department or such persons as may be appointed by the Mayor, ~~with the advice and consent of the City Council~~, shall approve applications, issue permits and exercise supervision over illuminated signs and illumination of signboards which are constructed, erected or being maintained under the provisions of this Code. A separate electrical permit shall be required whenever electrical equipment is a component of such illuminated sign and illumination of signboards. (Ord. 0-23-79, 11-20-79; amd. Ord. 0-49-89, 10-16-89; 1992 Code)

#### 8-1C-4-3: SUPERVISION AND INSPECTIONS:

A. The ~~Director of Health and Inspectional Services~~Building Department shall exercise supervision over all illuminated signs and supporting structures erected or maintained under the building provisions of this Code and shall cause inspection by inspectors in his Department of all such signs and supporting structures to be made once each year and more often where the conditions of such signs and supporting structures so require.

B. The ~~Electrical Inspector~~Building Department shall make an original and subsequent annual inspection of all illuminated signs with regard to their structural and electrical safety. Electrical equipment for illumination of signboards shall be inspected with regard to its electrical safety. Signs manufactured outside the corporate limits of the City shall be inspected before erection. No sign shall be re-erected until approved. (Ord. O-23-79, 11-20-79; amd. Ord. O-49-89, 10-16-89)

C. The Electrical Inspector shall make an annual inspection of all electric or illuminated signs projecting over the public way, electric or illuminated signs on private property, illuminated signs flat against a building (flat signs), illuminated painted wall signs, illuminated signboards, electric or illuminated roof signs and electric or illuminated ground signs. (Ord. O-49-89, 10-16-89)

#### 8-1C-4-4: FEES:

A. Permit Fees: The original permit fee shall cover the first annual inspection fee. Subsequent annual inspections shall be subject to the annual inspection fees. Permit fees shall be computed as follows:

1. Projecting Over Public Ways: Electric or illuminated signs projecting over the public way - \$16.00 per sign, plus \$0.50 per square foot of area of each face. The area of an irregular shaped sign shall be computed by using the area of the outer perimeter design of the sign.

2. Private Property: Electric or illuminated signs on private property, illuminated signs flat against the building, illuminated painted wall signs and illuminated signboards - \$16.00 per sign.

3. Roof Signs: Electric or illuminated roof signs - \$24.00 per sign, plus, for each sign over 500 square feet, \$0.25 per square foot over 500. The fee shall be computed on the actual area of the display surface.

4. Ground Signs:

a. Electric or illuminated ground signs, any part of which projects over the public way, fees shall be the same as computed for projecting signs.

b. Electrical or illuminated ground signs entirely over private property - \$6.00 per sign.

5. Re-Erection or Alteration: Permits issued for the re-erection or alteration of any electric sign, illumination of signboards or illumination of flat or wall signs - \$16.00 per sign.

6. Temporary Signs: Permits issued for electric or illuminated signs to be erected for a period not to exceed 60 days - 1/2 of the sign permit fee. No fee shall be less than \$8.00.

7. Cancellation of Permit: The fee for cancellation of any sign permit shall be \$8.00 and shall be deducted before the remaining amount is refunded.

B. Sign Plan Examination Fees: The fees for the examination of sign plans shall be \$15.00 per 1/2 hour or fraction thereof.

C. Annual Inspection Fees: The annual inspection fee to be charged for the signs shall be as follows:

1. Projecting Over Public Ways: Electric or illuminated signs projecting over the public way - \$0.50 per square foot of area of each face. The area of irregular shaped signs shall be computed using the area of the outer perimeter design of the signs.

2. Private Property, Walls Signs, Signboards: Electric or illuminated signs on private property, illuminated signs flat against a building (flat signs), illuminated painted wall signs and illuminated signboards - \$16.00 per sign.

3. Roof Signs: Electric or illuminated roof signs - \$24.00 per sign, plus, for each sign over 500 square feet, \$0.25 per square foot for each square foot over 500. The fee shall be computed on the actual area of display surface.

4. Ground Signs:

a. Electric or illuminated ground signs, any part of which projects over the public way, the fees shall be the same as computed for projecting signs.

b. Electric or illuminated ground signs entirely over private property - \$16.00 per sign. (Ord. 0-49-89, 10-16-1989)

#### 8-1C-4-5: PENALTIES:

Any person erecting, owning, operating, maintaining or in charge, possession or control of any electric or illuminated sign, illuminated painted wall sign, illuminated signboard, electric or illuminated roof sign or its supporting structure within the city that shall neglect or refuse to comply with the provisions of this code, in all cases where no specific penalty is fixed therein, shall be fined not less than one hundred dollars (\$100.00) nor more than five hundredone thousand dollars (~~\$500.00~~1,000.00) for each offense, and each sign or structure owned, operated and maintained or controlled by him so erected, constructed or maintained in violation of any of the provisions of this code ~~shall constitute a separate and distinct violation.~~ Each day that a violation continues shall be deemed a separate offense. (Ord. 0-49-89, 10-16-1989)

#### 8-1C-5: INSPECTIONS:

A. Entry Powers: The electrical inspector, or his authorized representative, shall have the right, during reasonable hours, in cases of emergency only, and without unreasonably interfering with the safe and proper operation of the apparatus or electrical equipment to be inspected or tested, to enter any building in the discharge of his official duty. For such purposes he, or his authorized representative, shall be given prompt access to all buildings, public or private, on his application to the company or owner, agent or person in charge or control of such building. (Ord. 0-23-79, 11-20-1979; amd. Ord. 0-49-89, 10-16-1989)

B. Inspections:

1. Inspection During Installation: The electrical inspector shall, during the installation of an electrical wiring system, make or cause inspections to be made to assure compliance with this code and the rules and regulations relating to installation.

No work in connection with an electrical wiring system shall be covered or concealed until it has been inspected and permission to do so has been given by the electrical inspector. (Ord. 0-23-79, 11-20-1979)

2. Inspection On Completion Of Work: The electrical contractor shall notify the department of health and inspectional services whenever the work shall advance to the point of completion of the installation as shown on the application for a permit therefor. The electrical inspector shall, within a reasonable time after notice of the completion of electrical wiring, for which a permit is required by this code, make or cause to be made an inspection of such work and such tests as may be necessary to determine that it conforms with this code and the rules. (Ord. O-23-79, 11-20-1979; amd. Ord. O-49-89, 10-16-1989)

C. Reinspection: The ~~electrical inspector~~Building Department shall make or cause to be made a reinspection of an electric wiring installation, whenever ~~he the Building~~Department deems it necessary in the interest of public safety.

If an electrical wiring system, upon reinspection, is found to be defective and unsafe, the electrical inspector shall revoke all certificates in effect at that time relating to such system, and the use of such system shall be discontinued until it has been made to conform to this code and the rules and a new certificate has been issued by the electrical inspector. (Ord. O-23-79, 11-20-1979)

#### 8-1C-6: FEE SCHEDULE:

##### A. Electrical Inspection Fee Schedule:

##### 1. Summary Of Inspection Fees:

Minimum fee

\$ 50.00

100 ampere service

50.00

200 ampere service

60.00

400 ampere service

65.00

600 ampere service

70.00

800 ampere service

80.00

1,000 ampere service

80.00

1,200 ampere service

120.00

1,600 ampere service

130.00

2,000 ampere service

150.00

3,000 ampere service

200.00

4,000 ampere service

260.00

15 And 20 Ampere Branch Circuits

0-50 circuits  
\$10.00 each  
51 or more circuits  
5.00 each  
Branch Circuits Exceeding 20 Amperes  
All circuits  
\$20.00 each  
Motor Or Devices  
First motor or device  
\$20.00  
Each additional  
6.00

2. Wiring Inspection Fees:

a. The inspection fee for each nominal 20 ampere or less, branch circuit, including fixtures, sockets or receptacles, shall be \$10.00 per circuit for the first 50 circuits and \$5.00 for each nominal 20 amp or less, branch circuit thereafter. The inspection fee for 21 to 50 ampere branch circuits shall be \$20.00 per circuit.

The inspection fee for a 21 ampere to 50 ampere fixed lighting circuit shall be \$16.00 per circuit.

b. The inspection fees for the inspection of each electric motor or current consuming device, other than lighting fixtures, shall be as follows:

One motor or current consuming device	\$20.00
Each additional motor or current consuming device	6.00

(Ord. 0-23-2004, 12-6-2004)

c. Inspections of temporary installations, underground or overhead wires and apparatus and all other inspections not specifically provided for herein shall be charged at the rate of \$30.00 per hour or fraction thereof, per inspector.

d. Inspection fees for the reinspection of any existing, previously approved electrical installation shall be \$30.00 per hour or fraction thereof, per inspector and shall be payable by the electrical contractor who subsequently obtains a permit to make the requirement corrections to that electrical installation.

e. Where extra inspections are made because of inaccurate or incorrect information, failure to make necessary repairs or faulty construction, a charge of \$30.00 per hour or fraction thereof shall be made for each such inspection. (Ord. 0-49-89, 10-16-1989)

f. No inspection shall be made for an amount less than \$50.00. (Ord. 0-23-2004, 12-6-2004)

g. The fees for examination of plans shall be \$15.00 per 1/2 hour or fraction thereof, per plan examiner, and the following minimums shall apply:

(1) For new buildings, service including new or remodeled loads in existing building:

1/2 hour for each 100 KVA of service up to 1,000 KVA

1 hour for each 500 KVA of service over 1,000 KVA

(2) For emergency lighting and fire alarm:

1 hour per drawing unless the drawing exceeds 1 floor

1/2 hour for each additional floor providing it is the same tenant

(3) For equipment, unit batteries, etc.:

2 hours minimum

(4) For plenum fixtures:

2 hours for the first fixture

1 hour for each additional fixture submitted at the same time

(5) For switchboards and motor control centers:

1 hour per switchboard or motor control center

(6) Plans submitted without fee:

1/2 hour additional handling and billing charge (Ord. 0-49-89, 10-16-1989)

h. The fees for inspection of the electrical work in connection with displays, exhibitions, carnivals and similar temporary installations shall be \$50.00 per hour or fraction thereof per inspection.

i. The fees for the inspection of electrical communication systems and burglar alarms shall be as follows:

Low voltage burglar alarms - \$50.00 per hour or fraction thereof per inspector

Aural communication systems - \$50.00 per hour or fraction thereof per inspector

Visual communication systems - \$50.00 per hour or fraction thereof per inspector

Antenna systems - \$50.00 per hour or fraction thereof per inspector

j. The inspection fees for electrical services shall be as follows:

0 to 100 ampere	\$50.00
101 - 200 ampere	60.00
201 - 400 ampere	65.00
401 - 600 ampere	70.00
601 - 1,000 ampere	80.00

Fees for services in excess of 1,000 amperes shall be computed on the basis of the rating of the service disconnects installed, prorated according to the schedule above and shall include feeders, risers and all wiring and equipment up to the branch circuit distribution panels or motor power panels or control centers.

k. Fees for the inspection of vaults, except for utility vaults, shall be \$50.00 for each vault.

B. Sign Permit Fee Schedule:

Sign Types	Electrical	Structural	Compensation
------------	------------	------------	--------------

Sign Types			
Electrical			
Structural			
Compensation			
Flat signs			
\$20.00			
Projecting signs			
Public			

Mounted on a building

20.00

\$0.75 square foot

Private

Mounted on a building

20.00

Ground signs

Public

Less than 24 feet high

More than 24 feet high

20.00

20.00

\$16.00

80.00

0.75 square foot

0.75 square foot

Private

Less than 24 feet high

More than 24 feet high

20.00

20.00

16.00

80.00

Roof signs

Less than 12 feet high or less than 60 square feet

30.00

16.00

More than 12 feet high and more than 60 square feet

30.00 1

80.00

Signboards

Less than 24 feet high

10.00

16.00 up to 150 square feet

20.00 from 151 to 375 square feet

6.00 each additional 375

square feet or fraction

thereof

More than 24 feet high

20.00

80.00 up to 150 square feet

84.00 from 151 to 375 square feet

5.00 each additional 375

square feet or fraction

thereof

Note:

1. Plus \$0.50 per square foot of area over 500 square feet.

(Ord. 0-23-2004, 12-6-2004)

#### 8-1C-7: RECORDS KEPT:

The department of health and inspectional services shall keep complete records of all permits issued and inspections made and other official work performed under the provisions of this chapter. (Ord. 0-23-79, 11-20-1979; amd. Ord. 0-49-89, 10-16-1989)

#### 8-1C-8: ENFORCEMENT:

The department of health and inspectional services shall be charged with the duty of enforcing the provisions of this article and shall function under the immediate supervision and control of the electrical inspector. (Ord. 0-23-79, 11-20-1979; amd. Ord. 0-49-89, 10-16-1989)

#### 8-1C-9: ELECTRICAL SERVICE REQUIREMENTS IN RESIDENTIAL BUILDINGS:

A. The construction of any new residential building or gut rehabilitation of a residential building in the City shall require the installation of electrical service for all appliances including, but not limited to the water heater, furnace and stove/oven. Any new garage constructed in connection with said new construction in any residential district in the City must have fifty (50) ampere outlet on a dedicated circuit for ~~reach~~ **each** bay of the garage. For the purposes of this section "gut rehabilitation" is defined as a general replacement of the interior of a building that may or may not include changes to structural elements such as flooring systems, columns or load bearing interior or exterior walls and/or the replacement of any electrical service in the building not including the replacement of outlets, switches and fixtures.

B. Nothing in this section shall be construed as requiring the installation of electrical appliances or prohibiting the use of natural gas appliances. (Ord. 0-11-2022, 9-12-2022)

C. Electrical Installations to Allow for Future Expansion: New dwellings shall have electrical services and feeder / branch circuit panels sized for the future loads for an electrical vehicle charging station. The wiring shall include conduit installed from the feeder / branch circuit panel to the garage future electrical vehicle charging station.

## ARTICLE D. FIRE PREVENTION CODE

### SECTION:

8-1D-1: Code Adopted

8-1D-2: Amendments To Code

8-1D-3: Smoke Detector Alarms And Carbon Monoxide Detector Alarms

8-1D-4: Carbon Monoxide Alarm Detectors

8-1D-5: Fire Safety Requirements

8-1D-6: Penalty

#### 8-1D-1: CODE ADOPTED:

~~The BOCA national fire prevention code, 1996 edition 1, as published by the Building Officials and Code Administrators International, Inc., and the code for safety to life from fire in buildings and structures (NFPA 101), 1988 edition, commonly known as the "life safety code", as published by the National Fire Protection Association. The 2021 edition of the International Fire Code as published by the International Code Council are~~ is hereby adopted as the fire prevention code of the city for the control of buildings and structures as herein provided and each and all of the regulations, provisions, penalties, conditions and terms of said ~~BOCA national fire prevention code and code for safety from fire in building and structures- fire code is~~ are hereby referred to, adopted and made a part hereof as if fully set out in this article.

There is hereby adopted each and every revision revised edition of said codes hereinafter made by BOCA International Inc., and the National Fire Protection Association. Said revised codes and all supplements thereto, when adopted by BOCA International Inc., and the National Fire Protection Association, as published every three (3) years by the International Code Council. Said revised codes and all supplements thereto, when published by the International Code Council, shall supersede all other previous editions, supplements and printings in conflict therewith. The provisions of such codes shall govern all matters covered therein to the extent that the same are not in conflict with any provisions of this code or other ordinances of the city. (Ord. O-2-98, 1-26-1998)

#### Notes

1. See section 4-1-1 of this code.

#### 8-1D-2: AMENDMENTS TO CODE:

~~The BOCA national fire prevention code is amended and changed~~International Fire Code are hereby revised as follows: in the following respects:

~~Section F-100.1 Title: These regulations shall be known as the fire prevention code of the city of Northlake hereinafter referred to as "this code".~~

~~Add: Section F.305.4. Underground Storage. (1992 Code)~~

~~Amend throughout w~~Where the International Fire Code indicates to "insert name of department," the code is hereby amended to read, "The City of Northlake Building Department." –

A. Storage Tank Tests - Generally.

All tanks used for storage of inflammable liquids shall be given a pressure test at the time of installation of the tank and every twelve months thereafter. These tests shall be conducted by a person or company qualified to make such tests. These tests shall include the pressure limits on piping, valves and fittings as well as the tank. A written copy of these tests shall be given to the chief building official's office within ten (10) days after the test is made and shall be in compliance with the ~~National Fire Prevention Association codes, chapter 2, no. 30-33, section 26, subparagraph 2360, and chapter 3, no. 30-37, section 36, subparagraph 3610.~~ International Fire Code.

(1992 Code; amd. Ord. O-36-97, 8-18-1997, eff. 12-1-1997)

These provisions shall not be applicable to installation and maintenance of a tank or tanks containing inflammable liquids when such liquids are used solely for fuel for the purpose of heating a building or other structures in or in conjunction with which such tank or tanks are installed.

B. Same - Penalty For Noncompliance.

Any owner, manager, operator, user or custodian of a tank or tanks who fails to comply with the regulatory provisions of section A shall be subject to the following:  
(1992 Code)

(a) The chief building official is hereby empowered to terminate any use of a tank or tanks for which no test has been made or for which the results of such tests, if made, do not meet the standards required, and such termination of use shall continue until satisfactory test results have been secured and approved by the chief building official.  
(1992 Code; amd. Ord. O-36-97, 8-18-1997, eff. 12-1-1997)

(b) Any owner, operator, manager, user or custodian operating or using any tank or tanks in violation of the foregoing shall be subject to a fine of not ~~less than \$100.00 nor more than five hundred dollars (\$500.00)~~ not less than \$100.00 nor more than \$1,000.00 for each offense, ~~and e~~ Each day such violation continues shall constitute a distinct and separate offense.  
(1992 Code)

8-1D-3: SMOKE DETECTOR ALARMS AND CARBON MONOXIDE DETECTOR ALARMS:

A. Devices Required; Number: Any residential unit within the city, either single-family or multi-family units shall install at least one smoke detector alarm and one carbon monoxide detector alarm, with batteries in each residential unit.

B. Installation: The installation of the smoke detector alarm and carbon monoxide detector alarm shall be installed with such equipment and in such a manner as is otherwise set forth in the current editions of the International Building Code and the International

~~Fire Code~~ life safety code and the fire prevention code, which have been adopted by reference as part of this code. (Ord. 0-24-99, 12-6-1999)

#### 8-1D-4: CARBON MONOXIDE ALARM DETECTORS:

A. Definitions: The following words shall have the meaning ascribed to them for the purposes of this article:

**APPROVED CARBON MONOXIDE ALARM:** A carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois state fire marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories of the Canadian Standard Association.

**DWELLING UNIT:** A room or suite of rooms used for human habitation, and includes a single-family residence as well as each living unit of a multi-family residence and each living unit in a mixed use building.

B. Carbon Monoxide Detector:

1. Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within fifteen feet (15') of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices provided that the combined unit is an approved carbon monoxide alarm and provided that the combined unit emits a warning in a manner that clearly differentiates the hazard.
2. Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within fifteen feet (15') of every room used for sleeping purposes.
3. It is the responsibility of the owner of a structure to supply and install all required carbon monoxide alarms. It is the responsibility of a tenant to test and to provide general maintenance for the carbon monoxide alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The owner is responsible for providing one tenant per dwelling unit with written information regarding carbon monoxide alarm testing and maintenance.
4. The tenant is responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.
5. The carbon monoxide alarms required under this section may be either battery powered, plug in with battery backup, or wired into the structure's AC power line with secondary battery backup.

C. Prohibitions:

1. It shall be unlawful for any person to fail to install or maintain a carbon monoxide alarm as required by this section.
2. It shall be unlawful for any person to tamper with, remove, destroy or disconnect any installed carbon monoxide alarm.
3. It shall be unlawful for any person to remove batteries from an installed carbon monoxide alarm except for the purposes of contemporaneously replacing such batteries.

D. Exemptions: The following residential units shall not require carbon monoxide detectors:

1. A residential unit in a building that: a) does not rely on combustion of fossil fuel for heat, ventilation, or hot water; b) is not connected in any way to a garage; and c) is not sufficiently close to any ventilation source of carbon monoxide, as determined by the building commissioner, to receive carbon monoxide from that source.
2. A residential unit that is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source, as determined by the building commissioner. (Ord. 0-03-2007, 1-8-2007)

8-1D-5: FIRE SAFETY REQUIREMENTS:

A. Fire Sprinkler System Requirements: Automatic fire sprinkler systems complying with the International Fire Code NFPA 13R, with additional protection for bathrooms and closets, and shall be installed in the following buildings:

1. All new commercial and industrial buildings.
2. All new multi-family residential buildings.

B. Retrofitting Of Existing Building Structures: Automatic fire sprinkler systems complying with the International Fire Code and the appropriate sprinkler standard NFPA 13R, with additional protection for bathrooms and closets, shall be installed in all existing multi-family residential premises containing more than four (4) dwelling units in the following instances:

1. In any multi-family residential building containing more than four (4) dwelling units where the dwelling units have less than two (2) doors exiting to the exterior of the building. The owner of any building subject to this subsection shall complete the installation of the fire sprinkler system required hereunder within three (3) years of the adoption hereof.
2. In any multi-family residential building containing more than four (4) dwelling units where the dwelling units have two (2) or more doors exiting to the exterior of the building, the common areas and entire basement area shall be retrofitted with an automatic fire sprinkler system complying with International Fire Code and the appropriate sprinkler standard NFPA 13R. The owner of any building subject to this subsection shall complete the installation of the fire sprinkler system required hereunder within three (3) years of the adoption hereof unless such building is subject to condominium conversion after

November 1, 2005, whereupon the installation of the sprinkler system required hereunder shall be completed prior to the closing of any sale of a unit within the building.

C. Alarm Monitoring Of Fire Sprinkler System: Fire alarm monitoring of fire sprinkler system shall be in compliance with the International Fire Code and NFPA 72. NFPA-72, audible and visual alarm devices and shall be required on the exterior of the building and each apartment shall have at least one visual and audible alarm device within the living quarters.

D. Fire Sprinkler System Valves: All fire sprinkler systems, water control valves shall be located no less than two feet (2') nor more than five feet (5') above the finished floor and subject to the approval of the Northlake fire protection district.

E. Backflow Prevention: Backflow prevention devices are required to be installed on all sprinkler systems, where water source is served by a public water supply system.

F. Fire Department Sprinkler Connection: Fire department sprinkler connections shall be required and installed per BOCA 916.2, 916.3, 916.4 and subject to the approval of the Northlake fire protection district. (Ord. 0-01-2006, 2-6-2006; amd. Ord. 0-03-2007, 1-8-2007)

#### 8-1D-6: PENALTY:

Any person violating any provisions of the code adopted herein shall, upon conviction, be fined as provided in section 1-4-1 of this the City Ceode. (1992 Code; amd. Ord. 0-01-2006, 2-6-2006; Ord. 0-03-2007, 1-8-2007)

### ARTICLE E. MECHANICAL CODE

#### SECTION:

##### 8-1E-1: Code Adopted

##### 8-1E-2: Amendments To Code

##### 8-1E-1: CODE ADOPTED:

The ~~BOCA international mechanical code, 1996 edition~~ 2021 International Mechanical Code, as published by the International Code Council Building Officials and Code Administrators International, Inc., is hereby adopted as the mechanical code of the city for the control of buildings and structures as herein provided, and each and all of the regulations, provisions, penalties, conditions and terms of the said ~~BOCA i~~International ~~M~~mechanical ~~C~~code are hereby adopted and made a part hereof as if fully set out in this article.

There is hereby adopted each and every revision of said code hereinafter made. Said revised code and all supplements thereto, when adopted by the International Code Council BOCA International, Inc., shall supersede all other previous editions, supplements and printings in conflict therewith. The provisions of such codes shall govern all matters covered therein to the extent that the same are not in conflict with any provisions of this city code or other ordinances of the city. (Ord. 0-2-98, 1-26-1998)

##### 8-1E-2: AMENDMENTS TO CODE:

The following sections of the ~~BOCA international mechanical code~~ 2021 International Mechanical Code are hereby revised to read as follows:

~~Section M-100.1 Title: These regulations shall be known as the mechanical code of the city of Northlake hereinafter referred to as "this code".~~  
~~(1992 Code)~~

1. Amend throughout where the International Mechanical Code indicates to "insert name of department," the code is hereby amended to read, "The City of Northlake Building Department."
2. Insert new Section 101.2.1 to read as follows: Appendices. The City of Mendota Northlake adopts Appendix A (Chimney Connector Pass-Throughs).
3. Insert new section to read as follows: Section ~~M-114.2~~ 109.7 Periodic Inspections: The fees for all periodic inspections shall be as indicated in the following schedule: \$50.00 for each piece of equipment except there shall be no fee for periodic inspections in a single family or two family residence.
4. Insert new section to read as follows: Section ~~M-114.3~~ 109.8 Fee Schedule: The fees for all mechanical work shall be as indicated in the following schedule: \$50.00 for each piece of equipment.  
(Ord. O-25-2004, 12-6-2004)
5. Insert new section to read as follows: Section ~~M-114.7~~ 109.9 Penalties: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair mechanical equipment or systems in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be ~~guilty of a misdemeanor, punishable~~ punished by a fine of not less than \$100.00 nor more than \$500.00 ~~1,000.00, or by imprisonment not exceeding 30 days, or both such fine and imprisonment.~~ Each day that a violation continues shall be deemed a separate offense.
6. Insert new section to read as follows: Section ~~M-118.2~~ 109.10 Unlawful Continuance: Any person who shall continue any work in or about the structure 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 ~~\$50.00~~ 100.00 nor more than ~~\$500.00~~ 1,000.00. Each day that a violation continues shall be deemed a separate offense.
7. Revise Section 201.3 to replace International Plumbing Code with Illinois State Plumbing Code.
8. Revise Section 301.2 to replace International Energy Conservation Code with Illinois Energy Conservation Code.

9. Revise Section 301.11 to replace International Plumbing Code with Illinois State Plumbing Code.
10. Revise Section 303.3 exception 3 to replace International Energy Conservation Code with Illinois Energy Conservation Code.
11. Revise Section 307.2.2 to replace International Plumbing Code with Illinois State Plumbing Code.
12. Revise Section 312.1 to replace International Energy Conservation Code with Illinois Energy Conservation Code.
13. Revise Section 401.2 to replace International Energy Conservation Code with Illinois Energy Conservation Code.
14. Revise Section 512.2 to replace International Plumbing Code with Illinois State Plumbing Code.
15. Revise Section 514.1 to replace International Energy Conservation Code with Illinois Energy Conservation Code.
16. Revise Section 603.8.2 to replace International Energy Conservation Code with Illinois Energy Conservation Code.
17. Revise Section 604.1 to replace International Energy Conservation Code with Illinois Energy Conservation Code.
18. Revise Section 908.5 to replace International Plumbing Code with Illinois State Plumbing Code.
19. Revise Section 927.1, item 4 to replace International Plumbing Code with Illinois State Plumbing Code.
20. Revise Section 1002.1 to replace International Plumbing Code with Illinois State Plumbing Code.
21. Revise Section 1002.2 to replace International Plumbing Code with Illinois State Plumbing Code.
22. Revise Section 1002.3 to replace International Plumbing Code with Illinois State Plumbing Code.
23. Revise Section 1005.2 to replace International Plumbing Code with Illinois State Plumbing Code.
24. Revise Section 1006.6, Item 13 to read as follows: Be constructed of those materials listed in the Illinois State Plumbing Code or materials tested, rated and approved for such use in accordance with ASME A112.4.1.
25. Revise Section 1008.2 to replace International Plumbing Code with Illinois State Plumbing Code.

26. Revise Section 1009.3 to replace International Plumbing Code with Illinois State Plumbing Code.
27. Revise Section 1101.4 to replace International Plumbing Code with Illinois State Plumbing Code.
28. Revise Section 1201.1 to replace International Plumbing Code with Illinois State Plumbing Code.
29. Revise Section 1204.1 to replace International Energy Conservation Code with Illinois Energy Conservation Code.
30. Revise Section 1204.2 to replace International Energy Conservation Code with Illinois Energy Conservation Code.
31. Revise Section 1206.2 to replace International Plumbing Code with Illinois State Plumbing Code.
32. Revise Section 1206.3 to replace International Plumbing Code with Illinois State Plumbing Code.
33. Revise Section 1209.5 to replace International Energy Conservation Code with Illinois Energy Conservation Code.
34. Revise Section 1210.8.1 to replace International Plumbing Code with Illinois State Plumbing Code.
35. Revise Section 1401.2 and its exception to replace International Plumbing Code with Illinois State Plumbing Code.
36. Revise Section 1402.5.2 to replace International Plumbing Code with Illinois State Plumbing Code.
37. Revise Section 1402.5.3 to replace International Plumbing Code with Illinois State Plumbing Code.
38. Revise Section 1402.8.3 to replace International Plumbing Code with Illinois State Plumbing Code.
39. Revise Section 1402.8.3.1 to replace International Energy Conservation Code with Illinois Energy Conservation Code.

## ARTICLE F. PROPERTY MAINTENANCE CODE

### SECTION:

- 8-1F-1: Code Adopted
- 8-1F-2: Amendments To Specific Code Sections
- 8-1F-3: Housing-Property Maintenance Code
  - 8-1F-3-1: Title
  - 8-1F-3-2: Purpose

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8-1F-1: CODE ADOPTED:

The ~~BOCA National Property Maintenance Code, 1996 Edition~~ 2021 International Property Maintenance Code, as published by the International Code Council Building Officials and Code Administrators International, Inc., is hereby adopted as the property maintenance code of the City for the control of buildings and structures as herein provided, and each and all of the regulations, provisions, penalties, conditions and terms of said International Property Maintenance Code ~~BOCA National Property Maintenance Code~~ are hereby adopted and made a part hereof as if fully set out in this Article.

~~There is hereby adopted each and every revision of said code hereinafter made by the International Code Council BOCA International, Inc. Said revised codes and all supplements thereto, when adopted by the International Code Council BOCA International, Inc., shall supersede all other previous editions, supplements and printings in conflict therewith. The provisions of such codes shall govern all matters covered therein to the extent that the same are not in conflict with any provisions of this Code or other ordinances of the City. (Ord. O-2-98, 1-26-1998)~~

8-1F-2: AMENDMENTS TO SPECIFIC CODE SECTIONS:

The 2021 International Property Maintenance Code ~~BOCA National Property Maintenance Code~~ is amended and revised in the following respects: (Ord. O-52-89, 11-6-1989; amd. 1992 Code; Ord. O-2-98, 1-26-1998)

~~Section PM-100.1 Title: These regulations shall be known as the Property Maintenance Code of the City of Northlake hereinafter referred to as this code.~~

Amend throughout where the International Property Maintenance Code indicates to "insert name of department," the code is hereby amended to read, "The City of Northlake Building Department."

1. Amend throughout where the International Property Maintenance Code indicates to "insert name of department," the code is hereby amended to read, "The City of Northlake Building Department."
2. Revise Section 102.3 to replace International Energy Conservation Code and International Plumbing Code with Illinois Energy Conservation Code and Illinois State Plumbing Code.
3. Insert new section to read as follows: Section ~~PM-109.2~~ 104.3 Penalty: Any person, firm or corporation who shall violate any provisions of this code shall, upon conviction thereof, be subject to a fine of not less than ~~\$50.00~~ 100.00 nor more than ~~\$500.00~~ 1,000.00 ~~or imprisonment for a term not to exceed 30 days, or both, at the discretion of the court.~~ Each day that a violation continues, ~~after due notice has been served, in accordance with the terms and provisions hereof,~~
4. shall be deemed a separate offense.
5. Revise Section 201.3 to replace International Plumbing Code with Illinois State Plumbing Code and remove the reference the following: The International Zoning Code.
6. Delete Section ~~PM-302.12~~ 304.14 in its entirety and replace as follows: -Section 3014.14 Insect screens: During the period from April 15 to October 15 every door, window and other outside opening used or required for ventilation purposes serving any building containing habitable rooms, food preparation areas, food service areas, or any areas where products used 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 and every swinging door shall have a self-closing device in good working condition.

Exception: Screen doors shall not be required for out-swinging doors or other types of openings which make screening impractical, provided other approved means, such as air curtains or insect repellent fans are employed.
7. Revise Section 502.5 to replace International Plumbing Code with Illinois State Plumbing Code.
8. Revise Section 505.1 to replace International Plumbing Code with Illinois State Plumbing Code.
9. Revise Section 505.5.1 to replace International Plumbing Code with Illinois State Plumbing Code.
10. Delete Section 602.2 ~~PM-601.1~~ in its entirety and replace as follows: Section 602.2 Residential buildings: Every dwelling shall be provided with heating facilities capable of maintaining a room temperature of 65 degrees F. (18 degrees C.) at a

level of 3 feet (914 mm) above the floor and a distance of 3 feet (914 mm) from the exterior walls in all habitable rooms, bathrooms and toilet rooms based on the outside design temperature required for the locality by the mechanical code listed in Appendix A.

11. Delete Section 602.3 Heat supply in its entirety and replace as follows: Section 602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guest room on terms, either express or implied, to furnish heat to the occupants thereof shall supply sufficient heat during the period from September 15 to June 1 to maintain a room temperature of not less than 65 degrees F. (18 degrees C.) in all habitable rooms, bathrooms and toilet rooms during the hours between 6:30 a.m. and 10:30 p.m. of each day and not less than 60 degrees F. (16 degrees C.) during other hours. The temperature shall be measured at a point 3 feet (914 mm) above the floor and 3 feet (914 mm) from the exterior walls. When the outdoor temperature is below the outdoor design temperature required for the locality by the mechanical code listed in Appendix A, the owner or operator shall not be required to maintain the minimum room temperatures, provided the heating system is operating at full capacity, with supply valves and dampers in a full open position.

12. Delete Section 602.4PM-601.2 Nonresidential structures: in its entirety and replace as follows: Section 602.4 Nonresidential structures. Every enclosed occupied work space shall be supplied with sufficient heat during the period from September 15 to June 1 to maintain a temperature of not less than 65 degrees F. (18 degrees C.) during all working hours. The temperature shall be measured at a point 3 feet (914 mm) above the floor and 3 feet (914 mm) from the exterior walls.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily in vigorous physical activities. (1992 Code)

#### 8-1F-3: HOUSING-PROPERTY MAINTENANCE CODE:

The provisions of this Section 8-1F-3 are amendments to the 2021 International Property Maintenance Code BOCA Existing Structure Code adopted in Section 8-1F-1 of this Article. ~~The intent of this Section is to establish more restrictive provisions than those contained in the BOCA Existing Structure Code. (1991 Code)~~

##### 8-1F-3-1: TITLE:

~~This~~ Section 8-1F-3 shall be known as the "Housing Standards and Maintenance Code of the City of Northlake" for all structures and properties and is herein referred to as the Housing-Property Maintenance Code. (Ord. O-52-89, 11-6-89)

##### 8-1F-3-2: PURPOSE:

The purpose of this Section is to protect the public health, safety and welfare in buildings and on the premises, as hereinafter provided, by:

A. Establishing minimum standards for basic equipment and facilities for light, ventilation, space heating and sanitation; for safety from fire; for space, use and location; and for safe and sanitary maintenance; for cooking equipment in all structures now in existence.

B. Fixing the responsibilities of owners, operators and occupants of all structures.

C. Providing administration, enforcement and penalties. (Ord. 0-52-89, 11-6-89)

D. Where a conflict occurs between 8-1F-3 and the 2021 International Property Maintenance Code, the most more restrictive provision shall govern.

### 8-1F-3-3: SCOPE; APPLICATION; INTERPRETATION OF PROVISIONS:

#### A. Application of Provisions:

1. Generally: The provisions of this Section shall apply to all structures and premises which are now, or may become in the future, substandard with respect to: structure, premises, protection against fire hazard, equipment or maintenance, inadequate provisions for light and air, lack of proper heating, unsanitary conditions, overcrowding or other conditions which may be deemed to constitute a menace to the safety, health or welfare of their occupants, except as provided in subsection B2 of this Section. The existence of such conditions, factors or characteristics adversely affects public safety, health and welfare and lead to the continuation, extension and aggravation of urban blight. Adequate protection of the public, therefore, requires the establishment and enforcement of these minimum standards.

2. Travel Trailers and Mobile Homes: All moveable units used for human occupancy and the areas, grounds or parcels on which they are located, insofar as they are applicable thereto and not in conflict with, shall comply with the requirements of this Section.

#### B. Scope:

1. Generally: Every portion of a building or premises used or intended to be used shall comply with the provisions of this Section, irrespective of when such building shall have been constructed, altered or repaired, except as hereinafter provided.

2. Existing Buildings: This Section establishes minimum requirements for the initial and continued occupancy of all buildings and structures and does not replace or modify requirements otherwise established for the construction, repair, alteration or use of buildings, equipment or facilities, except as provided in this Section 8-1F-3-3.

3. Existing Remedies: Nothing in this Section shall be deemed to abolish or impair existing remedies of the City or its officers or agencies relating to the removal or demolition of any buildings which are deemed to be dangerous, unsafe or unsanitary.

#### C. Application of Other Provisions:

1. Building Code: Any alterations to buildings, or changes of use therein, which may be caused, directly or indirectly, by the enforcement of this Section shall be done in accordance with applicable sections of the Building Code of the City 1.

2. Zoning Regulations: Nothing in this Section shall permit the establishment or conversion of a multi-family dwelling in any zone except where permitted by the zoning law 2, nor the continuation of such nonconforming use in any zone except as provided therein.

D. Conflict with Other Ordinances:

1. Except as provided in subsection B2 of this Section 8-1F-3-3, in any case where a provision of this Section is found to be in conflict with a provision of any zoning, building, fire, safety or health ordinance or code of this City existing on the effective date hereof, the provision which establishes the higher standard for the promotion and protection of the safety and health of the people shall prevail.

2. In any case where a provision of this Section 8-1F-3 is found to be in conflict with a provision of any other ordinance or code of this City existing on the effective date hereof which established a lower standard for the promotion and protection of the safety and health of the people, the provisions of this Section shall prevail, and such other ordinances or codes are hereby declared to be repealed to the extent that they may be found in conflict with this Section. (Ord. 0-52-89, 11-6-89)

Notes

1. See Article A of this Chapter.
2. See Title 10 of this Code.

8-1F-3-4: RULES AND DEFINITIONS:

A. Rules of Word Construction:

1. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular.

2. Where terms are not defined in this Section and are defined in the Building Code, they shall have the same meanings ascribed to them as in the Building Code. 1

3. Whenever the words "multi-family dwelling", "residence building", "dwelling unit", "rooming house", "rooming unit" or "premises" are used in this Section 8-1F-3, they shall be construed as though they were followed by the words "or any part thereof".

4. Where terms are not defined under the provisions of this Section or under the provisions of the Building Code, they shall have ascribed to them their ordinary accepted meanings or such as the context herein may imply.

B. Definitions: Unless otherwise expressly stated, the following terms shall, for the purpose of this Section 8-1F-3, have the meanings indicated herein:

APPROVED: As applied to a material device or method of construction shall mean approved by the ~~Director of Health and Inspectional Services~~Building Department under the provisions of this Section, or approved by other authority designated by law to give approval in the matter in question.

BASEMENT: A portion of the building partly underground but having less than half (1/2) its clear height below the average grade of the adjoining ground. (See "Cellar")

BUILDING CODE: The Building Code officially adopted by the City Council 2, or such other code as may, from time to time, be officially designated by the City Council for the regulation of construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structure.

BUILDING OFFICIAL: The ~~Director of Health and Inspectional Services or his authorized representatives~~Building Department.

CELLAR: The portion of the building, partly underground, having half (1/2) or more than half (1/2) of its clear height below the average grade of the adjoining ground.

~~DIRECTOR OF HEALTH AND INSPECTIONAL SERVICES: The official designated by the City to enforce building, zoning or similar laws and this Section 8-1F-3, or his duly authorized representative.~~

**DWELLINGS:**

One-Family Dwelling: A building containing one dwelling unit only.

Two-Family Dwelling: A building containing two (2) dwelling units only.

Multi-Family Apartment House: A building containing more than three (3) dwelling units.

DWELLING UNIT: One or more rooms arranged, designed, used or intended for the use of one family, with cooking, living, sanitary and sleeping facilities permanently installed.

~~ENFORCEMENT OFFICER: The Director of Health and Inspectional Services or his authorized representatives Building Department.~~

EXTERIOR PROPERTY AREAS: The open space on the premises and on adjoining property under the control of owners or operators of such premises.

EXTERMINATION: The control and elimination of insects, rodents or other pests by eliminating their harborage places, by removing or making inaccessible materials that may serve as their food, by spraying poison, fumigating, trapping or by any other approved pest elimination methods. (Ord. O-52-89, 11-6-89)

FAMILY: An individual or two (2) or more persons each related to the other by blood, marriage or adoption and not more than one other unrelated person living together as a single housekeeping unit in a dwelling unit; or a group of not more than three (3) unrelated persons, living together as a single housekeeping unit in a dwelling unit. Notwithstanding the foregoing, in no event shall a dwelling unit be occupied by more persons than permitted by the minimum occupancy area requirements as set forth in this Code. (1992 Code)

GARBAGE: The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GROSS FLOOR AREA: The total area of all habitable space in a building or structure.

HABITABLE ROOM: A room or enclosed floor space arranged for living, eating and sleeping purposes (not including bathrooms, water closet compartment, laundries, pantries, foyers, hallways and other accessory floor spaces).

HOTEL or MOTEL: An establishment containing lodging rooms for occupancy by transient guests, in contradistinction to a lodging house, boarding house or rooming house, and which provides customary hotel services such as: maid, telephone and secretarial, bellboy and desk services, and the use and upkeep of furniture, and furnishings and laundry of linens.

HOTEL APARTMENT: A hotel in which at least ninety percent (90%) of the hotel accommodations are for occupancy by the permanent guests. An apartment hotel having not less than fifty (50) guest rooms may have a dining room open to the public which is accessible only from an inner lobby or corridor.

INFESTATION: The presence, within or contiguous to a structure or premises, of insects, rodents, vermin or other pests.

MULTI-FAMILY (MULTIPLE) DWELLINGS: See "dwellings".

OCCUPANT: Any natural person living and sleeping in a dwelling unit or having actual possession or control of such dwelling or rooming unit.

OPENABLE AREA: That part of a window 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:** The owner or owners of the freehold of the premises or lesser estate therein, a mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee or other person, firm or corporation in control of a building or of premises, or their duly authorized agents.

**PERSON:** An individual, firm, corporation, association or partnership.

**PLUMBING OR PLUMBING FIXTURES:** Water heating facilities, water pipes, gas pipes, garbage and disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines or other similar equipment, catch basins, drains, vents or other similar supplied fixture, together with all connections to water, gas, sewer or vent lines.

**PREMISES:** A lot, plot or parcel of land including the buildings or structures thereon.

**RESIDENCE BUILDING:** A building in which sleeping accommodations or sleeping accommodations and cooking facilities as a unit are provided except when classified as an institution under the Building Code 3.

**ROOMING UNIT:** Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping but not for cooking or eating purposes.

**RUBBISH:** Combustible and noncombustible waste materials, except garbage, and 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.

**STRUCTURE:** An assembly of materials forming a construction for occupancy or use including, among others, buildings, garages, tents, reviewing stands, platforms, stagings, observation towers, radio towers, water tanks, trestles, open sheds, coal bins, shelters, fences and display signs.

**SUPPLIED:** Installed, furnished or provided by the owner or operator.

**VENTILATION:** The process of supplying and removing air by natural or mechanical means to or from any space.

**Mechanical:** Ventilation by power-driven devices.

**Natural:** Ventilation by opening to outer air through windows, skylights, door, louvers or stacks without wind-driven devices.

**WORKMANLIKE STATE OF MAINTENANCE AND REPAIR:** Such maintenance and repair shall be made in a reasonably skillful manner.

**YARD:** An open space on the same zoning lot with a principal building or group of buildings, which is unoccupied and unobstructed from its lowest level upward, except as otherwise permitted herein, and which extends along a lot line and at right angles thereto to a depth or width specified in the yard regulations for the district in which the zoning lot is located. (Ord. 0-52-89, 11-6-89)

#### Notes

- 1. See Article A of this Chapter.
- 2. See Article A of this Chapter.
- 3. See Article A of this Chapter.

#### 8-1F-3-5: CONDEMNATION OF STRUCTURES:

A. Standards for Condemnation: Structures shall be condemned as dangerous structures or unsafe for human occupancy as herein provided.

1. Unsafe Buildings: If all or part of any building or structure (including, among others, a fence, billboard or sign) or the equipment for the operation thereof (including, among others, the heating plant, plumbing, electric wiring, moving stairways, elevators and fire extinguishing apparatus) shall be found, in the opinion of the Director of Health and Inspectional Services, to be in an unsafe condition, dangerous to life, limb or property, he shall proceed to have the same condemned pursuant to the applicable provisions of codes of the City pertaining to unsafe structures 1 .

2. Structures Unfit for Human Occupancy:

a. Whenever the ~~Director of Health and Inspectional Services~~Building Department finds that any structure constitutes a hazard to the safety, health and welfare of the occupants or to the public because it lacks maintenance or is in disrepair, unsanitary, vermin- infested or rodent-infested or because it lacks sanitary facilities or equipment or otherwise fails to comply with the minimum provisions of this Section 8-1F-3 but has not reached such state of complete disrepair as to be condemned as a dangerous structure as hereinbefore provided, he may declare such structure as unfit for human occupancy and order it to be vacated.

b. If any structure, or any part hereof, is occupied by more occupants than permitted under this Section 8-1F-3, or was erected, altered or occupied contrary to law, such structure shall be deemed an unlawful structure, and the ~~Director of Health and Inspectional Services~~Building Department may cause such structure to be vacated. It shall be unlawful to again occupy such dwelling until or its occupations, as the case may be, have been made to conform to ~~the law~~this Code.

B. Condemnation Notice: Notice of the declaration of any building under this Section 8-1F-3 as unfit for human occupancy and any order to vacate it shall be served as provided herein and in such other codes or ordinances of the City pertaining to unsafe buildings 2 .

1. Notice of Declaration:

a. Posting of Placard: Any structure declared as unfit for human occupancy shall be posted with a placard by the ~~Director of Health and Inspectional Services~~Building Department. The placard shall include the following:

- (1) Name of the City of Northlake.
- (2) The name of the authorized department having jurisdiction.
- (3) The title, chapter and section of this City Code under which it is issued.
- (4) An order that the structure, when vacated, must remain vacant until the provisions of the order are complied with and the order to vacate is withdrawn.
- (5) The date that the placard is posted.
- (6) A statement of the penalty for defacing or removing the placard.

b. Notice to Owner: Whenever the ~~Director of Health and Inspectional Services~~Building Department has declared a structure as unfit for human habitation, he shall give notice to the owner of such declaration and placarding of the structure as unfit for human occupancy. Such notice shall:

- (1) Be in writing.
- (2) Include a description of the real estate sufficient for identification.
- (3) Include a statement of the reason or reasons why it is being issued.
- (4) State the time to correct the conditions.

- (5) State the time occupants must vacate the structure.
2. Notice to Vacate: Service of notice to vacate shall be as follows:
- By delivery to the owner personally or by leaving the notice at the usual place of abode of the owner with a person of suitable age and discretion; or
  - By certified or registered mail addressed to the owner at his last known address with postage prepaid thereon; or
  - By posting and keeping posted for twenty four (24) hours a copy of the notice in placard form in a conspicuous place on the premises to be vacated.
3. Removal of Placard or Notice: No person shall deface or remove the placard from any structure which has been declared or placarded as unfit for human habitation except by authority, in writing, from the Director of Health and Inspectional Services. (Ord. 0-52-89, 11-6-89)
4. ~~Notice To Vacate Reported: The director of public services shall furnish a copy of each notice to vacate a building to the mayor, chief of police and chairman of the licensing committee and any other designated official of the city concerned therewith. (Ord. 0-52-89, 11-6-1989; amd. Ord. 0-19-92, 7-6-1992; Ord. 0-30-93, 10-4-1993; Ord. 0-06-94, 3-7-1994; Ord. 0-06-2014, 3-3-2014)~~
- C. Vacating Declared Building: Any structure which has been declared and placarded as unfit for human occupancy by the ~~director of public services~~Building Department shall be vacated within a reasonable time as required by the ~~director of public services~~Building Department, and it shall be unlawful for any owner or operator to let any person utilize, for human occupancy, such structure, and no person shall occupy any structure which has been declared or placarded by the director of public services as unfit for human occupancy after the date set forth in the placard.
- D. Approval For Occupancy Of Declared Building: No structure which has been declared or placarded as unfit for human occupancy shall again be used for human occupancy until written approval is secured from the ~~director of public services~~Building Department. ~~The director of public services shall remove such placard whenever the defect or defects upon which the declaration and placarding action were based have been eliminated.~~ (Ord. 0-52-89, 11-6-1989; amd. Ord. 0-06-94, 3-7-1994)

#### Notes

1. See Chapter 3 of this Title.
2. See Chapter 3 of this Title.

#### 8-1F-3-6: ENVIRONMENTAL REQUIREMENTS:

- A. Scope: The provisions of this section shall govern the minimum conditions of property and buildings. Every building or structure, except as exempted by subsection 8-1F-3-3B2 and the premises on which it stands shall comply with the conditions herein prescribed as they may apply thereto. (Ord. 0-52-89, 11-6-1989; amd. 1992 Code)
- B. Exterior Property Areas: No person shall occupy, as owner or occupant, or let to another for occupancy, any structure or premises which does not comply with the following requirements. The ~~director of public services of the city~~Building Department shall cause periodic inspections to be made of all premises to secure compliance with these requirements. (Ord. 0-15-95, 5-15-1995)

1. Sanitation: All exterior property areas shall be maintained in a clean and sanitary condition free from any accumulation of rubbish or garbage except in accepted and approved containers.

2. Grading And Drainage: All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any building or structure located thereon.

3. Noxious Weeds: All exterior property areas shall be kept free from species of weeds or plant growth which are noxious or detrimental to the public health.

4. Insect And Rodent Harborage: Every owner of a structure or property shall be responsible for the extermination of insects, rodents, vermin or other pests in all exterior areas of the premises; except, that the occupant shall be responsible for such extermination in the exterior area of the premises of a single-family dwelling. Whenever infestation exists in the shared or public parts of the premises of other than a single-family dwelling, extermination shall be the responsibility of the owner.

5. Accessory Structures: All accessory structures, including detached garages, shall be maintained structurally sound and in good repair. (Ord. 0-15-95, 5-15-1995)

6. Motor Vehicles 1 :

a. No more than one currently unregistered and/or uninspected motor vehicle shall be parked on any property in a residential district for a period not to exceed fifteen (15) days in any twelve (12) months, and at no time shall any vehicle of any type undergo any major overhaul, including body work, nor be in any state of major disassembly or disrepair nor shall it be in the process of being stripped or dismantled in a residential zone. (Ord. 0-62-95, 11-20-1995)

b. No more than two (2) currently unregistered and/or uninspected motor vehicles shall be permitted on any property in any business, commercial or industrial zone, and at no time shall said vehicle be in any state of major disassembly, disrepair or shall it be in the process of being stripped or dismantled.

At no time shall any vehicle of any type undergo major overhaul, including body work, in a business, commercial or industrial zone, except at an approved automobile establishment. (Ord. 0-52-89, 11-6-1989; amd. 1992 Code)

C. Exterior Structure: No person shall occupy, as owner or occupant, or let to another for occupancy, any structure or portion thereof which does not comply with the following requirements: (Ord. 0-15-95, 5-15-1995)

1. Exterior Surface Generally: Every foundation, exterior wall, roof and all other exterior surfaces shall be maintained in a workmanlike state of maintenance and repair and shall be kept in such condition as to exclude rodents or insect infestation.

2. Foundations: The foundation elements shall adequately support the building at all points.

3. Walls:

a. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building.

b. All exterior surface material must be painted in accordance with acceptable standards, and all siding material must be kept in repair.

c. All exterior walls shall be safely tuckpointed.

4. Roofs: The roof shall be structurally sound, tight and have no defects which might admit rain, and roof drainage shall be adequate to prevent rainwater from causing dampness in the walls or interior portion of the building.

5. Stairs, Porches And Railings: Stairs and other exit facilities shall be adequate for safety as provided in the building code 2 and shall comply with the following subsections:

a. Structural Safety: Every outside stair, every porch and every appurtenance to every structure shall be so constructed as to be safe to use and capable of supporting the loads to which it is subjected, as required by the building code, and shall be kept in sound condition and good repair. (Ord. O-52-89, 11-6-1989; amd. 1992 Code)

b. Handrails: Where the ~~chief building official~~ Building Department deems it necessary for safety, every flight of stairs which is more than two (2) risers high shall have handrails which shall be located as required by the building code, and every porch which is more than two (2) risers high shall have handrails so located and of such design as required by building code. Every handrail and balustrade shall be firmly fastened and shall be maintained in good condition. (Ord. O-52-89, 11-6-1989; amd. 1992 Code; Ord. O-36-97, 8-18-1997, eff. 12-1-1997)

c. Exterior Stairs: No new construction, modification or rehabilitation of a single-family residence in the city shall include an exterior stairway to provide access to additional floor or floors above the entry level nearest to the grade of the real property. Any existing exterior stairway as of the date of the effectiveness of this section used for such purposes shall be removed or modified to conform with this code upon the undertaking of improvements valued at an amount greater than fifty percent (50%) of the current value of the single-family residence. No single-family residence shall be sold or conveyed in any manner whatsoever unless all exterior staircases that are part of the residence are first removed. However, an exterior staircase may remain affixed to a residence provided that the owner thereof covenants to the city that the exterior stairway will only be used for emergency egress and consents to annual inspections of the residence by the city to ensure that the residence is in compliance with all ordinances and regulations said covenants and consent to be in a form provided by the city. The fee for such inspection shall be twenty five dollars (\$25.00) annually. (Ord. O-04-2002, 1-7-2002)

d. Prohibited: Exterior exit stairways are prohibited as a means of access to any floors above the entry floor nearest to the grade of the real property zoned or lawfully used for single-family dwellings. (Ord. O-03-98, 1-5-1998)

6. Windows, Doors And Hatchways:

a. Generally:

(1) Every window, exterior door and basement hatchway shall be substantially tight and shall be kept in sound condition and repair.

(2) Every window, door and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible and to substantially exclude wind from entering the dwelling or structure.

b. Windows:

(1) Every window sash shall be fully supplied with glass window panes or an approved substitute which are without open cracks or holes.

(2) Every window sash shall be in good condition and fit reasonably tight within its frame.

(3) Every window, other than a fixed window, shall be capable of being easily opened and shall be held in position by window hardware.

c. Doors:

(1) Every exterior door, door hinge and door latch shall be maintained in good condition.

(2) Every exterior door, when closed, shall fit reasonably well within its frame.

(3) Every door available as an exit shall be capable of being opened from the inside easily and without the use of a key unless a key is readily available.

d. Basement Hatchways: Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rodents, insect infestation, rain and surface drainage water into the dwelling or structure.

e. Screening: Guards and screens shall be supplied for protection against rodents and insects in accordance with the following requirements:

Every basement or cellar window which is openable shall be supplied with corrosion resistive, rodentproof shields of not less than no. 22 U.S. gauge perforated steel sheets or no. 20 B&S gauge aluminum or no. 16 U.S. gauge expanded metal or wire mesh screens, with not more than one-half inch (1/2") mesh openings, or with other material affording equivalent protection against the entry of rodents and insect infestation, including storm windows. (Ord. 0-52-89, 11-6-1989; amd. 1992 Code)

7. Gutters: Every gutter shall be maintained and kept in a utilitarian, sound, safe and aesthetic state of maintenance and repair so as to effectively carry off water without blockage or leakage.

D. Interior Structure: No person shall occupy, as owner- occupant, or let to another for occupancy, any structure or portion thereof which does not comply with the following requirements:

1. Free From Dampness: In every building, cellars, basements and crawlspaces shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure, as required by the building code 3 .

2. Construction And Maintenance Requirements:

a. Generally: All interior walls, ceilings and floors shall be structurally sound, in good repair, free from defects, clean and painted and decorated.

b. Structural Support: The support structural members of every building shall be maintained structurally sound, showing no evidence of deterioration which would render them incapable of carrying the imposed loads, in accordance with the provisions of the building code.

c. Stairs And Railings:

(1) Stairs shall be provided in every structure, as required by the building code.

(2) All interior stairs of every structure shall be maintained in sound condition and good repair by replacing treads and risers that evidence excessive wear or are broken, warped or loose. Every inside stair shall be so constructed and maintained as to be safe to use and capable of supporting a load, as required by the provisions of the building code.

(3) Every stairwell and every flight of stairs which is more than two (2) risers high shall have handrails or railings located in accordance with the provisions of the building code. Every handrail or railing shall be firmly fastened and must be maintained in good condition. Properly balustraded railings, capable of bearing normally imposed loads as

required by the building code, shall be placed on the open portions of stairs, balconies, landings and stairwells. (Ord. O-52-89, 11-6-1989)

d. Floors: Every toilet, bathroom and kitchen floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.

e. Kitchens: No single-family dwelling shall have more than one kitchen. (Ord. O-03-98, 1-5-1998)

3. Sanitary Conditions: The interior of every dwelling and structure shall be maintained in a clean and sanitary condition, free from any accumulation of rubbish or garbage.

Rubbish, garbage and other refuse shall be properly kept inside temporary storage facilities as required under subsection 8-1F-3-7A1e of this article.

4. Insect And Rodent Harborage:

a. Buildings shall be kept free from insect and rodent infestation, and where insects or rodents are found, they shall be promptly exterminated by acceptable processes. After extermination, proper precautions shall be taken to prevent reinfestation.

b. Every owner of a dwelling or multi-family dwelling shall be responsible for the extermination of insects, rodents, vermin or other pests whenever infestation exists in two (2) or more of the dwelling units or in the shared or public parts of the structure.

c. The occupant of a dwelling unit in a dwelling or multi-family dwelling shall be responsible for such extermination within the unit occupied by him whenever his dwelling unit is the only unit in the building that is infested.

d. Notwithstanding the foregoing provisions, whenever infestation of rodents is caused by failure of the owner to maintain any dwelling or multi-family dwelling in a rodentproof condition, extermination of such rodents shall be the responsibility of the owner. (Ord. O-52-89, 11-6-1989)

#### Notes

1. 1. See also title 6, chapter 7 of this code.

2. 1. See article A of this chapter.

3. 1. See article A of this chapter.

#### 8-1F-3-7: SPACE AND OCCUPANCY REQUIREMENTS:

##### A. Facilities And Equipment:

1. Basic Facilities: No person shall occupy, as owner- occupant, or let to another for occupancy, any dwelling unit for the purpose of living, sleeping, cooking or eating therein which does not comply with the following requirements:

a. Sanitary Facilities: The following minimum sanitary facilities shall be supplied and maintained in sanitary, safe working condition:

(1) Water Closet: Every dwelling unit shall contain within its walls a room, separate from the habitable rooms, which affords privacy and which is equipped with a water closet.

(2) Lavatory: Every dwelling unit shall contain a lavatory which, when a closet is required, shall be in the same room with such water closet.

(3) Bathtub Or Shower: Every dwelling unit shall contain a room which affords privacy to a person in such room and which is equipped with a bathtub or shower.

(4) Kitchen Sink: Every dwelling unit shall contain a kitchen sink apart from the lavatory required under subsection A1a(2) of this section.

b. Water And Sewer System: Every kitchen sink, lavatory basin, bathtub or shower and water closet required under the provisions of subsection A1a of this section shall be properly connected to either a public water and sewer system or to an approved private water and sewer system. All sinks, lavatories, bathtubs and showers shall be supplied with hot and cold running water.

c. Water Heating Facilities: Every dwelling unit shall be supplied with water heating facilities which are installed in an approved manner, properly maintained and properly connected with hot water lines to the fixtures required to be supplied with hot water under subsection A1b of this section. Water heating facilities shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub, shower and laundry facility or other similar units at a temperature of not less than one hundred thirty degrees Fahrenheit (130°F) at any time needed. (Ord. 0-52-89, 11-6-1989)

d. Heating Facilities: Every heating or water heating facility shall be installed and shall operate in accordance with the requirements of the building code 1 or the air pollution control ordinances of the city 2. (Ord. 0-52-78, 11-6-1989; amd. 1992 Code)

e. Garbage And Rubbish Storage And Disposal Facilities:

(1) Every dwelling, multi-family dwelling and dwelling unit shall be supplied with approved containers and covers for storage of rubbish, and the owner, operator or agent in control of such dwelling or multi-family dwelling shall be responsible for the removal of such rubbish to and from approved containers 3. (Ord. 0-52-89, 11-6-89)

(2) Every dwelling or multi-family dwelling and every dwelling unit shall be supplied with an approved garbage disposal facility, which may be any adequate mechanical garbage disposal unit (mechanical sink grinder) in each dwelling unit, to be approved by the Director of Public Services in the structure for the use of the occupants of each dwelling unit, or an approved outside garbage can or cans. (Ord. 0-52-89, 11-6-89; amd. Ord. 0-06-94, 3-7-94)

2. Installation and Maintenance: No person shall occupy, as owner-occupant, or let to another for occupancy, any building or structure which does not comply with the following requirements:

a. Generally:

(1) All required equipment and all building space and parts in every building or structure shall be constructed and maintained so as to properly and safely perform their intended function in accordance with the provisions of the Building Code 4.

(2) All building facilities shall be maintained in a clean and sanitary condition by the occupant so as not to breed insects and rodents or produce dangerous or offensive gases or odors.

(3) In buildings and structures, water lines, plumbing fixtures, vents and drains shall be properly installed, connected and maintained in working order and shall be kept free from obstructions, leaks and defects and capable of performing the function for which they are designed. All repairs and installations shall be made in accordance with the provisions of the Building Code or Plumbing Code 5 of the City.

b. Plumbing Systems: In buildings and structures, every plumbing stack, waste and sewer line shall be so installed and maintained as to function properly and shall be kept free from obstructions, leaks and defects to prevent structural deterioration or health

hazards. All repairs and installations shall be made in accordance with the provisions of the Building Code. (Ord. O-52-89, 11-6-89)

c. Heating Equipment: Every space heating, cooking and water heating device located in a building or structure shall be properly installed, connected and maintained and shall be capable of performing the function for which it was designed, in accordance with the provisions of the Building Code. All multiple-dwelling units shall be required to have an annual maintenance inspection by a licensed heating and cooling contractor. At the time of the first inspection, a carbon monoxide (CO) alarm is to be installed. The annual inspections will take place between June 1 and September 15 with the receipt to be filed with the Department of Public Services. (Ord. O-20-94, 7-18-94)

d. Electrical Outlets and Fixtures: Every electrical outlet and fixture, as required in subsection C of this Section shall be installed, maintained and connected to the source of electric power in accordance with the provisions of the Building Code 6 or the Electrical Code 7 of the City. (Ord. O-52-89, 11-6-89)

e. Correction of Defective Systems: Where it is found, in the opinion of the Director of Public Services Building Department, that the electrical system in a building constitutes a hazard to the occupants of the building by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage or for similar reasons, he shall require the defects to be corrected to eliminate the hazard. (Ord. O-52-89, 11-6-89; amd. Ord. O-06-94, 3-7-94)

B. Occupancy Requirements: No person shall occupy or let to another for occupancy any dwelling unit for the purpose of living therein which does not comply with the following requirements:

1. Minimum Ceiling Heights: Habitable rooms in existing buildings, except as provided in subsection 8-1F-3-3B2 of this Section, shall have a clear ceiling height over the minimum area required by this Section 8-1F-3 at not less than seven and one-third feet (7 1/3'); except, that in attics or top half- stories, the ceiling height shall be not less than seven feet (7') over not less than one-third (1/3) of the minimum area required by this Section 8-1F-3 when used for sleeping, study or similar activity. In calculating the floor area of such rooms, only those portions of the floor area of the room having a clear ceiling height of five feet (5') or more may be included.

2. Required Space in Dwelling Units: Every dwelling unit shall contain a minimum gross floor area of not less than one hundred fifty (150) square feet for the first occupant and one hundred (100) square feet for each additional occupant. The floor area shall be calculated on the basis of the total area of all habitable rooms.

3. Access Limitation of Dwelling Unit to Commercial Uses: No habitable room, bathroom or water closet compartment which is accessory to a dwelling unit shall open directly into or shall be used in conjunction with a food store, barber or beauty shop, doctor's or dentist's examination or treatment room or similar room used for public purposes.

4. Location of Bath and Second Sleeping Room: No residence building or dwelling unit containing two (2) or more sleeping rooms shall have such room arrangement that access to a bathroom or water closet compartment intended for use by occupants of more than one sleeping room can be had only by going through another sleeping room nor shall the room arrangement be such that access to a sleeping room can be had only by going through another sleeping room or a bathroom or water closet compartment. Existing one-family

dwellings, where no lodgers are occupants, may be exempt from the requirement concerning access through a first sleeping room.

5. Dwelling Units Below Grade: No dwelling unit partially below grade shall be used for living purposes unless:

a. Floors and walls are watertight.

b. Total window area, total openable area and ceiling height are in accordance with this Section 8-1F-3.

c. Required minimum window area of every habitable room is entirely above the grade of the ground adjoining such window area.

C. Light and Ventilation: No person shall occupy, as owner- occupant, or let to another for occupancy, any building or structure for the purpose of occupancy therein which does not comply with the following requirements:

1. Light:

a. Natural Light in Habitable Rooms: Every habitable room shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total window area, measured between stops, for every habitable room shall be ten percent (10%) of the floor area of such room, except in kitchens, when artificial light may be provided in accordance with the provisions of the Building Code 8 . Whenever walls or other portions of a structure face a window of any room and such obstructions are located less than three feet (3') from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors not to a court and shall not be included as contributing to the required minimum total windows.

b. Light in Nonhabitable Work Space: Every laundry, storage and furnace room and all similar nonhabitable work spaces located in a building or structure shall have one supplied electric light fixture available at all times.

c. Light in Common Halls and Stairways: Every common hall and inside stairway in every building, other than one-family dwellings, shall be adequately lighted at all times with an illumination of at least five (5) lumens per square foot in the darkest portion of the normally traveled stairs and passageways.

d. Electrical Outlets: Where there is electric service available to the building or structure, every habitable room of a dwelling or multi-family dwelling shall contain at least two (2) separate and remote outlets, one of which may be a ceiling- or wall-type electric light fixture. In a kitchen, three (3) separate and remote wall-type electric convenience outlets or two (2) such convenience outlets and one ceiling- or wall-type electric light fixture shall be provided. Every public hall, water closet compartment, bathroom, laundry room or furnace room shall contain at least one electric light fixture. In addition to the electric light fixture in every bathroom and laundry room, there shall be provided at least one electric outlet.

2. Ventilation:

a. Adequate Ventilation: Every room shall have at least one window which can be easily opened or such other device as will adequately ventilate the room. The total openable window area in every room shall be equal to at least forty five percent (45%) of the minimum window area size required in subsection C1a above; except, that no openable window shall be required in bathrooms or water closet compartments equipped with an approved ventilation system.

b. Overcrowding of Rooms: If any room in a dwelling is overcrowded, the ~~Director of Health and Inspectional Services~~ Building Department may order the number of persons sleeping or living in such room to be so reduced that there shall not be less than four hundred (400) cubic feet of air per person.

3. Ventilation and Light in Bathroom and Water Closet: Every bathroom and water closet compartment shall comply with the light and ventilation requirements for habitable rooms as required by subsections A1a and A1d above; except, that no window shall be required in bathrooms or water closet compartments equipped with an approved ventilation system.

4. Eating Facilities: No cooking shall be permitted in any sleeping room in any dwelling or dwelling unit, and no cooking facility or appliance shall be permitted in any sleeping room.

D. Safety from Fire: No person shall occupy, as owner- occupant, or shall let to another for occupancy, any structure which does not comply with the applicable provisions of the fire prevention sections of the ~~bBuilding eCode ordinances of the City 9~~ and the following additional requirements for safety from fire:

1. Storage of Flammable Liquids Prohibited: No dwelling, multi-family dwelling, dwelling unit or rooming unit shall be located within a building containing any establishment handling, dispensing or storing flammable liquids with a flash point of one hundred ten degrees (110°) Fahrenheit or lower.

2. Cooking and Heating Equipment: All cooking and heating equipment and components and accessories in every heating, cooking and water heating device shall be maintained free from leaks and obstructions and kept functioning properly so as to be free from fire, health and accident hazards. All installations and repairs shall be made in accordance with the provisions of the Building Code 10 or other laws or ordinances of the City applicable thereto. Portable cooking equipment employing flame is prohibited. (Ord. 0-52-89, 11-6-89)

#### Notes

- 1 1. See article A of this chapter.
- 2 2. See title 4, chapter 4, article B of this code.
- 3 3. See subsection 4-3A-2B of this Code for container specifications.
- 4 1. For Building Code provisions see Article A of this Chapter.
- 5 2. For Plumbing Code provisions see Article B of this Chapter.
- 6 3. For Building Code provisions see Article A of this Chapter.
- 7 4. For Electrical Code provisions see Article C of this Chapter.
- 8 1. For Building Code provisions see Article A of this Chapter.
- 9 1. For Fire Prevention Code provisions see Article D of this Chapter.
- 10 2. For Building Code provisions see Article A of this Chapter.

#### 8-1F-3-8: RESPONSIBILITIES OF OCCUPANTS:

Occupants of structures and/or premises and owners or operators of rooming houses shall be responsible for maintenance thereof as provided in this Section.

Every occupant of a building or part thereof shall:

A. Cleanliness: Keep that part of the building or premises thereof which he occupies, controls or uses in a clean and sanitary condition.

B. Disposal of Garbage and Rubbish:

1. Dispose of all his rubbish in clean and sanitary manner by placing it in the rubbish containers required in subsection 8-1F-3-7A1e(1) hereof.

Every occupant of a building or part thereof shall dispose of all his garbage in a clean and sanitary manner by placing it in the garbage disposal facilities, or if such facilities are not available, by removing and securely wrapping such garbage and placing it in tight metal garbage storage containers as required by subsection 8-1F-3-7A1e(2) hereof or by such other disposal method as may be required by applicable laws or ordinances of the City <sup>1</sup>.

C. Plumbing Fixtures <sup>2</sup>:

1. Use and Operation of Supplied Plumbing Fixtures: Every occupant of a building or part thereof shall keep the supplied plumbing fixtures therein clean and sanitary and shall be responsible for the exercise of reasonable care in their proper use and operation.

2. Installation and Care of Plumbing Fixtures Furnished by Occupant: Every plumbing fixture furnished by the occupant of a building or structure shall be properly installed and shall be maintained in good working condition, kept clean and sanitary, and free of defects, leaks or obstructions. (Ord. O-52-89, 11-6-89)

Notes

<sup>1</sup> 1. See Section 4-3A-2 of this Code.

<sup>2</sup> 2. See Article B of this Chapter for Plumbing Code.

8-1F-3-9: ENFORCEMENT OFFICIALS:

A. Enforcement Officer: It shall be the duty and responsibility of the ~~Director of Health and Inspectional Services Building Department~~ to enforce the provisions of this Section 8-1F-3 as herein provided to determine, in ~~his~~<sup>its</sup> sound discretion, violations, with or without internal inspections, and to issue a notice of violation when, in such judgment, he determines and reasonably believes a violation to exist.

B. Coordination of Enforcement: Inspection of premises and the issuing of orders in connection therewith under the provisions of this Section 8-1F-3 shall be the exclusive responsibility of the ~~Department and Director of Health and Inspectional Services Building Department~~ of the City. Wherever, in the opinion of the ~~Director of Health and Inspectional Services Building Department~~, it is necessary or desirable to have inspections of any condition by any other department, he shall arrange for this to be done in such manner that the owners or occupants of buildings shall not be unreasonably subjected to visits by numerous inspectors nor to multiple or conflicting orders. No order for correction of any violations under this Section 8-1F-3 shall be issued without the approval of the ~~Director of Health and Inspectional Services Building Department, and it shall be the responsibility of that official, before issuing any such order, to determine that it has the concurrence of any other department or official of the government concerned with any matter involved in the case in question.~~

C. Administrative Liability:

1. Except as may otherwise be provided by statute or ~~local law or~~ ordinance, no officer, agent or employee of the City charged with the enforcement of this Section 8-1F-3 shall render himself nor shall he be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties hereunder.

2. No person who institutes or assists in the prosecution ~~of a criminal proceeding~~ under this Section 8-1F-3 shall be liable to damages hereunder not believing that the person accused or prosecuted was guilty of any unlawful act or omission.

3. Any suit brought against any officer, agent or employee of the City as a result of any act required or permitted in the discharge of his duties hereunder, shall be defended by the ~~legal representatives of the City until the final determination of the proceedings herein.~~ (Ord. 0-52-89, 11-6-89)

#### 8-1F-3-10: INSPECTIONS AND ACCESS:

A. Inspections: The ~~Director of Health and Inspectional Services~~Building Department shall make or cause to be made inspections to determine the conditions of all structures and premises in order to safeguard the safety, health and welfare of the public under the provisions of this Section 8-1F-3.

##### B. Entry Powers:

1. The ~~Director of Health and Inspectional Services~~Building Department is authorized to enter any structure or premises at any reasonable time for the purpose of performing ~~his~~ their duties hereunder.

2. The owner, occupant or operator of every structure or premises or the person in charge thereof shall give the ~~Director of Health and Inspectional Services~~Building Department free access thereto and to all parts thereof and to the premises on which it is located at all reasonable times for the purpose of such inspection, examination and survey.

3. If any owner, occupant or other person in charge of a structure subject to the provisions of this Section 8-1F-3 refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to any part of the structure or premises where inspection authorized hereby is sought, the administrative authority may seek, in a court of competent jurisdiction, an order that such owner, occupant or other person in charge cease and desist with such interference.

4. It shall be unlawful for any person to refuse entrance to or to impede an inspector or officer authorized under this Section 8-1F-3 in the performance of his duties, and every such inspector or officer shall have the right to enter, examine and survey all premises, grounds and structures and every part thereof at all reasonable times upon display of proper identification.

C. Access by Owner or Operator: Every occupant of a structure or premises shall give the owner or operator thereof, or his agent or employee, access to any part of such structure or its premises at reasonable times for the purpose of making such inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this Section 8-1F-3. (Ord. 0-52-89, 11-6-89)

#### 8-1F-3-11: VIOLATIONS; PROSECUTIONS:

##### A. Notice of Violation:

1. Service of Notice: Notice of violation shall be served upon the owner of record; provided, that such notice shall be deemed to be properly served upon such owner if a copy thereof is delivered to him personally or, if not found, by leaving a copy thereof at his usual place of abode with a person in excess of twelve (12) years of age who shall be informed of the contents thereof or by sending a copy thereof by mail to his last known address or, if

the letter with the copy is returned showing it has not been delivered to him, by posting a copy thereof in a conspicuous place in or about the structure affected by the notice.

2. Contents of Notice: Whenever the ~~Director of Health and Inspectional Services~~Building Department determines that there has been or is a violation or that there are reasonable grounds to believe that there has been or is a violation of any provision of this Section 8-1F-3, he shall give notice of such violation or alleged violation to the person or persons responsible therefor. Such notice shall:

- a. Be in writing.
- b. Include a description of the real estate sufficient for identification.
- c. Specify the violation which exists and the remedial action required.
- d. Allow a reasonable time for the performance of any act it requires.

B. Prosecution of Violation: In case any violation order is not promptly complied with, the ~~Director of Health and Inspectional Services~~Building Department may request the legal representative to institute an appropriate action or proceeding at law or in equity against the person responsible for the violation, ordering him:

1. To restrain, correct or remove the violation or refrain from any further execution to work;
2. To restrain or correct the erection, installation or alteration of such building;
3. To require the removal of work in violation;
4. To prevent the occupation or use of the building structure or part thereof erected, constructed, installed or altered in violation of, or not in compliance with, the provisions of this Section 8-1F-3 or in violation of a plan or specification under which an approval, permit or certificate was issued; or
5. To enforce the penalty provisions of this Section 8-1F-3. (Ord. O-52-89, 11-6-89)

#### 8-1F-3-12: APPEALS; TIME FOR APPEAL:

A. Authority: Any owner or person who is aggrieved with the ruling or decision of the ~~Director of Health and Inspectional Services~~Building Department in any matter relative to the interpretation or enforcement of the provisions of this Section 8-1F-3 may appeal the decision or interpretation.

B. Filing Appeal: This appeal must be filed with the City Clerk, in writing, within ten (10) days of the date of the rendition of the decision or interpretation.

C. Hearing: Upon receipt of such appeal, the City Clerk shall forward the same to the ~~Committee on Licensing and Inspectional Services~~Administrative Hearing Officers which shall fix a reasonable time, ~~not to exceed thirty (30) days~~, for the hearing of the appeal, give due notice thereof to the parties and decide the same within a reasonable time.

D. ~~Decisions by City Council: The Committee on Licensing and Inspectional Services may recommend, in writing, to the City Council who may reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination as, in its opinion, ought to be made in the premises and, to that end, shall have all powers of the officer from whom the appeal was taken. (Ord. O-52-89, 11-6-89)~~

#### 8-1F-3-13: PENALTIES:

Any person who shall violate any provisions of this Code shall, upon conviction thereof, be subject to a fine of ~~not less than \$500.00 nor~~not more than five hundred dollars (\$500.00) 1,000.00 or imprisonment for a term ~~not to exceed thirty (30) days, or both, at~~

~~the discretion of the court.~~ Each day that a violation continues ~~after due notice has been served, in accordance with the terms and provisions hereof,~~ shall be deemed a separate offense. (1992 Code)

#### 8-1F-4: GRAFFITI:

A. Graffiti Prohibition: It is unlawful for any person to inscribe, draw or otherwise place upon the surface of any structure or wall that is publicly or privately owned any word, phrase, diagram, symbol, sketch or letters wherein the contents thereof are visible to any member of the general public and contains references to sexual activity, diagrams relating to sexual activity or sexual organs, references to criminal activities or groups which promote or are involved in criminal activity, swearing or fighting words, defamatory materials about any person or references to relationships. The above list is not to be a limitation, but is merely illustrative of items known as graffiti.

It shall be an affirmative defense to the alleged violation of the foregoing provision if such activity was undertaken with the prior written consent of the owner of the property, demonstrating that the owner was aware of the content and method of the inscription to be placed on the structure or wall. (Ord. 0-52-89, 11-6-1989)

##### B. Removal Of Graffiti:

1. It shall be the duty of the owner of the structure or wall upon which any inscription or representation prohibited in subsection A of this section is made to remove, eradicate or eliminate such inscription or representation, and restore the damaged premises to its original condition within forty eight (48) hours of notification from the city. (Ord. 0-07-96, 1-22-1996)

2. In the event the owner has failed to eliminate such graffiti, the ~~e~~City ~~shall may~~ eliminate such graffiti and shall bill the owner of the structure or wall a minimum of one hundred dollars (\$100.00) or the cost of the job, whichever is greater, for such removal. (Ord. 0-37-96, 8-5-1996)

3. In the event the owner can show to the ~~e~~City there is a reasonable likelihood that the person responsible for placement of the graffiti will be required to make restitution or restore the premises to its previous condition, the owner may be given additional time by the ~~s~~Superintendent of ~~p~~Public ~~w~~Works to meet the removal requirements without charges being filed. In no event shall the owner be granted more than thirty (30) days' time to cause the removal of the graffiti. (Ord. 0-52-89, 11-6-1989; amd. Ord. 0-19-92, 7-6-1992; Ord. 0-06-94, 3-7-1994; Ord. 0-36-97, 8-18-1997, eff. 12-1-1997)

##### C. Possession Of Etching Materials, Paint Or Marker With Intent To Deface Unlawful:

1. It shall be unlawful for any person to possess etching materials, a spray paint container, liquid paint or any marker containing a fluid which is not water soluble and has a point, brush, applicator or other writing surface of three-eighths of an inch (3/8") or greater, on the property of another or in any public building or upon any public facility. It shall be a defense to an action for violation of this subsection that the owner, manager or other person having control of the property, building or facility consented to the presence of the etching materials, paint or marker.

2. It shall be unlawful for any person to possess a spray paint container, liquid paint or any marker containing a fluid which is not water soluble and has a point, brush, applicator or other writing surface of three-eighths of an inch (3/8") or greater, or any etching

equipment or etching materials, on the public way with intent to use the same to deface any building, structure or property.

3. It shall be unlawful for any person to transport, carry, possess or have any spray paint container, liquid paint or any marker containing a fluid which is not water soluble and has a point, brush, applicator or other writing surface of three-eighths of an inch (3/8") or greater, or any etching equipment or etching materials, in or upon or about any motor vehicle with intent to use the same to deface any building, structure or property.

4. For purposes of this code, "etch" means to cut, bite, corrode or engrave on metal, glass, plastic, concrete or stone, and "etching equipment" means any tool, device, or equipment used to etch. "Etching materials" means any acid or like substance used to etch.

D. Penalties And Restitution: Upon a finding of guilty for violation of this section, there shall be imposed a fine of not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00). Additionally, the court Administrative Hearing Officer may require that the party guilty of violating the provisions of subsection A of this section make full and complete restitution to the owner of the property for expenses incurred in the removal of the graffiti and/or restoration of the structure or wall to its previous condition. Said owner shall submit receipts evidencing payments for costs regarding the removal or repair of the graffiti. The court Administrative Hearing Officer may also require the party guilty of violating the provisions of subsection A of this section to perform some reasonable public service work ~~as provided by 65 Illinois Compiled Statutes 5/1-2-1.~~ (Ord. 0-27-2008, 11-3-2008)

#### 8-1F-5: TRUSS CONSTRUCTION FIRE SAFETY NOTIFICATIONS:

A. Definitions: For purposes of this section:

TRUSS: A framed structural unit made up of a group of triangles arranged in a single plane in such a manner that if loads are applied at the points of intersection of the truss members, only comprehensive or tensile (nonbending) forces will result in the members.

TRUSS CONSTRUCTION: A framework of wooden beams, arranged in triangles to support a roof, floor or other structure.

B. Display Requirement:

1. The owner or occupant of any real property located within Northlake that is improved with wood truss construction, including residential structures, shall be required to affix a truss construction emblem to the front of any such structure in the location specified in subsection D of this section.

2. The owner of any real property which is part of a planned unit development or subdivision containing individual structures with wood truss construction shall be required to display the truss construction emblem at each entrance to the development or subdivision as well as on each individual structure.

C. Inspections; Fee: The ~~e~~City will inspect or cause the inspection of all structures subject to this section.

D. Truss Construction, Emblem:

1. The truss construction emblem shall have a bright and reflective color or be made of reflective material. The shape of the emblem shall be an isosceles triangle and the size shall be twelve inches (12") horizontally by six inches (6") vertically. The following letters shall be printed on the emblem in a conspicuous size and color:

"F" to signify a floor with truss construction;

"R" to signify a roof with truss construction; and  
"F/R" to signify both a floor and roof with truss construction.

2. The emblem shall be permanently affixed to the left of the main entrance door at a height between four (4) and six feet (6') above the ground and shall be provided by the City or its designee. (Ord. 0-01-2000, 1-3-2000; amd. Ord. 0-17-2000, 4-17-2000)

## ARTICLE G. ENERGY CONSERVATION CODE

### SECTION:

8-1G-1: Code Adopted

8-1G-2: Penalty

#### 8-1G-1: CODE ADOPTED:

The ~~CABO Model Energy Code, 1995 Edition~~ 2021 International Illinois Energy Conservation Code, is hereby adopted as the Energy Conservation Code of the City for the control of buildings and structures as herein provided, and each and all the regulations, provisions, penalties, conditions and terms of said ~~2021 International Illinois Energy Conservation Code~~ CABO Model Energy Code are hereby adopted and made a part hereof as if fully set out in this Article.

There is hereby adopted each and every revision of said code hereinafter made, by the International Code Council CABO International, Inc. Said revised codes and all supplements thereto, when adopted by the International Code Council CABO International, Inc., shall supersede all other previous editions, supplements and printings in conflict therewith. The provisions of such codes shall govern all matters covered therein to the extent that the same are not in conflict with any provisions of this Code or other ordinances of the City. (Ord. 0-2-98, 1-26-1998)

#### 8-1G-2: PENALTY:

Any person violating any provisions of this code adopted herein shall, upon conviction, be fined as provided in Section 1-4-1 of this Code. (1992 Code)

## ARTICLE H. ~~CABO ONE AND TWO FAMILY DWELLING CODE~~ INTERNATIONAL RESIDENTIAL CODE

### SECTION:

#### 8-1H-1: CODE ADOPTED:

#### 8-1H-2: AMENDMENTS TO CODE:

#### 8-1H-1: Code Adopted

A. The ~~2021 International Residential Code CABO One and Two Family Dwelling Code, 1995 Edition~~, is hereby adopted as the One and Two Family Dwelling Code of the City for the control of buildings and structures as herein provided, and each and all the regulations, provisions, penalties, conditions and terms of said ~~2021 International Residential Code~~

~~CABO One and Two Family Dwelling Code~~ are hereby adopted and made a part hereof as if fully set out in this Article ~~subject to the following deletions:~~

<del>Chapter 27</del>	<del>Special Piping and Storage</del>
<del>Chapter 29</del>	<del>Plumbing Administration</del>
<del>Chapter 30</del>	<del>Plumbing Definitions</del>
<del>Chapter 32</del>	<del>General Plumbing Requirements</del>
<del>Chapter 32</del>	<del>Plumbing Fixtures</del>
<del>Chapter 33</del>	<del>Water Heaters</del>
<del>Chapter 34</del>	<del>Water Supply and Distribution</del>
<del>Chapter 35</del>	<del>Sanitary Drainage</del>
<del>Chapter 36</del>	<del>Vents</del>
<del>Chapter 37</del>	<del>Traps</del>
<del>Chapter 38</del>	<del>Private Sewage Disposal</del>
<del>Chapter 39</del>	<del>General Requirements</del>
<del>Chapter 40</del>	<del>Electrical Definitions</del>
<del>Chapter 41</del>	<del>Services</del>
<del>Chapter 42</del>	<del>Branch Circuit and Feeder Requirements</del>
<del>Chapter 43</del>	<del>Wiring Methods</del>
<del>Chapter 44</del>	<del>Power and Lighting Distribution</del>
<del>Chapter 45</del>	<del>Devices and Lighting Fixtures</del>
<del>Chapter 46</del>	<del>Appliance Installation</del>
<del>Appendix D</del>	<del>Engineered Procedure for</del>
<del>Appendix C</del>	<del>Detailed Procedure for Sizing the Building Water Supply System</del>

8-1H-2 B. The 2021 International Residential Code ~~CABO One and Two Family Dwelling Code~~ is further amended as follows:

1. Revise Section R101.1 to insert "The City of Northlake" as the name of jurisdiction.
2. Insert new Section R102.4.1 to read as follows: Provisions in other regulations. Where more restrictive in any respect, the limitations, or requirements of any other City of Northlake regulations shall take precedence over the regulations of this code.
3. Insert new Section R102.5.1 to read as follows: Appendices. Provisions in the appendices shall not apply unless specifically adopted. The City of Northlake adopts the following Appendices: AA (Sizing and Capacities of Gas Piping), AB (Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for Use with Type B Vents), AC (Exit Terminals of Mechanical Draft and Direct- Vent Venting Systems), AD (Recommended Procedure for Safety Inspection of an Existing Appliance Installation), AE (Manufactured Housing Used as Dwellings), AF (Radon Control Methods), AQ (Tiny Houses).
4. Table R301.2 is amended in its entirety to read as follows:

TABLE R301.2  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD <sup>a</sup>	WIND DESIGN				SEISMIC DESIGN CATEGORY <sup>f</sup>	SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIRED <sup>h</sup>	FLOOD HAZARD S <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	Speed (mph)	Topograp hic effects <sup>b</sup>	Special wind region <sup>c</sup>	Windborne debris zone <sup>m</sup>		Wind herin g <sup>a</sup>	Frost line depth <sup>b</sup>	Ter mit e <sup>c</sup>				
30-psf	107	NO	NO	NO	B	Severe	42"	Yes	Yes	Note #1	1687	47.6
MANUAL J DESIGN CRITERIA <sup>n</sup>												
Elevation		Altitude correction factor <sup>e</sup>	Coincident wet bulb	Indoor winter design dry-bulb temperature	Indoor winter design dry-bulb temperature	Outdoor winter design dry-bulb temperature		Heating temperature difference				
727		0.985	74	70	70	3		73				
Latitude		Daily range	Indoor summer design relative humidity	Summer design gains	Indoor summer design dry-bulb temperature	Outdoor summer design dry- bulb temperature		Cooling temperature difference				
42		Medium	50%	20	75	89		14				

Note #1: Refer to the City of Northville for the latest RFP maps and information for flood hazards.

5. Section R106 112 Plans Construction Documents: Section R106112 is amended to read as follows: "Construction DocumentsPlans and Surveys".

6. 2. Section R303.1 Habitable Rooms: The following exceptions are added as 53 and 6:

5. Provide light and ventilation by windows and doors in exterior walls with both glazed and ventilating area of not less than two (2%) percent of the basement floor area.

6. When the floor of a recreation room is below grade level, provide light and ventilation by windows or glazed doors in the exterior walls of not less than four (4%) percent of the floor area.

— 3. Section 309.2 Separation Required. Section 309.2 is amended by changing "1/2-inch (12.7 mm)" in Line 2 and 3 to "5/8 inch Type X".

— 4. Section 309.4 Separation. Section 309.4 is added as follows:

Detached garages and all other detached accessory structures shall maintain a ten (10) foot (3048 mm) fire separation from all other structures.

5. Section 310.5 Basement Emergency Egress. Section 310.5 is added as follows:  
Either a door providing exit directly to the outside or an escape type window located in an exterior wall approximately 26" x 32" (660.4 mm x 812.8 mm) in size with adequate area-way well with a removable steel grate is to be provided in each basement. The sill of the escape opening shall be a maximum of 44" (1118 mm) above adjacent floor level.

7. —Revise Section R309.5 in its entirety to read as follows.

i. R309.5 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1-3/8 inches (35 mm) in thickness, solid or honeycomb steel core doors not less than 1-3/8 inches (35 mm) in thickness, or 20-minute fire-rated doors.

ii. R309.5.1 Duct penetrations. Ducts in the garage and ducts penetrating the walls and ceilings separating the dwelling from the garage shall be constructed of a minimum No. 26 gage (0.48 mm) sheet steel or other approved material and shall have no openings into the garage.

iii. R309.5.2 Other penetrations. Penetrations through the separation required by Section R309.6 shall be protected by filling the opening around the penetrating item with an approved penetration firestop system as tested in accordance with ASTM E814 or UL 1479, in accordance with the International Building Code.

8. Section R309.6 is hereby included to read as follows: R309.6 Separation required. The garage shall be separated from the residence and its attic area or floor above by not less than 5/8-inch (15.9 mm) gypsum Type X gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than 1/2-inch (12.7 mm) gypsum board or equivalent. Garages located less than 3 feet (914 mm) from a dwelling unit on the same lot shall be protected with not less than 1/2-inch (12.7 mm) gypsum board applied to the interior side of the exterior walls that are within the area. Openings in these walls shall be regulated by Section R309.5. This provision shall not apply to garage walls that are perpendicular to the adjacent dwelling unit walls.

9.6. Section R311.7.5.1 314.2 Treads and Risers. Section R311.7.5.1 314.2 is amended by changing "7 3/4 inches (197 mm)" in line 2 to "8 1/4 inches (210 mm)" and "10 inches (254 mm)" in line 3 to "9 inches (229 mm)".

10. Section R311.7.5.2 Treads. Section R311.7.5.2 is amended by changing "10 inches (254 mm)" in line 2 to "9 inches (229 mm)".

11. Delete Section R313 in its entirety with no substitution.

7. Section 316.1 Smoke Detectors. Delete "in each sleeping room".

12. Section R403.1 General Footings. Delete "Solid Masonry" and "Wood Foundations" in first sentence.

9. Section 403.1a Concrete and Masonry Foundation Details. The notes are amended as follows:

2. Add "but in no case to be less than 16 inches".

3. Change 6 inches to 8 inches.

13. 10. Section R407.3 404 Table 404.1a Structural Requirements. Section R407.3 is amended by changing the minimum wood column nominal size to 6 inches by 6 inches (152.4mm by 152.4mm) Under column "Nominal Thickness", 6" is amended to 8".

C. The CABO One and Two Family Dwelling Code is further amended by adding the following:

14. Section R502.11.1 502.10.1 Design Floor Truss Designs. Section R502.11.1 Design is amended by adding the following language to the end of the first sentence and all other language remains unchanged. All floor truss design for prefabricated trusses must bear the seal of a State of Illinois Structural Engineer, and shall be filed with the Building Official.

2. Section 602.7 Firestopping Required. Delete existing Note 1 from subsection and add the following:

1. In concealed spaces of stud walls and partitions, including furred spaces at each floor or ceiling level and at the junction of roof rafters and wall.

3. ~~Section 602.9 Wall Bracing. Delete "or approved metal strap devices installed in accordance with the manufacturer's specifications" from third and fourth line of subsection.~~

—4. ~~Section 703.2 Weather-Resistant Sheathing Paper. Delete "as required by Table 703.4" in fifth line of subsection.~~

—5. ~~Section 703.2.1 Felt or Material. Delete notes 2, 3 and 5 from subsection.~~

15. Section R802.10.2 Design. Section R802.10.2 Design, 802.11.1 Truss Designs, is amended by adding the following language to the end of the first sentence and all other language remains unchanged. All prefabricated trusses shall bear the seal of a registered State of Illinois structural engineer and shall be filed with the Building Official.

16. Revise Section N1101.1 to read as follows: Scope. This chapter regulates the energy efficiency for the design and construction of buildings regulated by this code and the Illinois Energy Conservation Code.

17. Delete Section N1101.2 through Section N1113 in their entirety with no substitution.

18. Delete Chapter 25 in its entirety and replace with the following. Insert Section P2501.1 to read as follows: Scope. The provisions of this chapter shall govern the installation of plumbing systems. The installation of plumbing, appliances, equipment and systems shall comply with the applicable provisions of the Illinois State Plumbing Code.

19. Delete chapters 26 through 33 in their entirety with no substitution.

~~D. There is hereby adopted each and every revision of this Code hereinafter made by CABO International, Inc. International Code Council. Said revised Codes and all supplements thereto, when adopted by International Code Council, CABO International, Inc., shall supersede all other previous editions, supplements and printings in conflict therewith. The provisions of such codes shall govern all matters covered therein to the extent that the same are not in conflict with any provisions of this Code or other ordinances of the City. (Ord. 0-2-98, 1-26-1998)~~

## ARTICLE I. FUEL GAS CODE

### SECTION:

8-1I-1: CODE ADOPTED:

8-1I-2: AMENDMENTS TO CODE:

8-1I-1: CODE ADOPTED:

The 2021 International Fuel Gas Code, Code, is hereby adopted as the Fuel Gas Code of the City for the control of buildings and structures as herein provided, and each and all the regulations, provisions, penalties, conditions and terms of said 2021 International Fuel Gas Code are hereby adopted and made a part hereof as if fully set out in this Article

## 8-11-2: AMENDMENTS TO CODE:

The 2021 International Residential Code CABO One and Two Family Dwelling Code is further amended as follows:

1. Revise Section 101.1 to insert "The City of ~~Mendota~~Northlake" as the name of jurisdiction.
2. Revise Section 102.3 to replace International Energy Conservation Code and International Plumbing Code with Illinois Energy Conservation Code and Illinois State Plumbing Code.
3. Delete Section 103 through Section 113 in their entirety with no substitution.
4. Revise Section 201.3 to replace International Plumbing Code with Illinois State Plumbing Code and remove the reference the following: The International Zoning Code.
5. Revise Section 502.5 to replace International Plumbing Code with Illinois State Plumbing Code.
6. Revise Section 505.1 to replace International Plumbing Code with Illinois State Plumbing Code.
7. Revise Section 505.5.1 to replace International Plumbing Code with Illinois State Plumbing Code.
8. Revise Section 602.2 to replace International Plumbing Code with Illinois State Plumbing Code.
9. Revise Section 602.3, Exception 1 to replace International Plumbing Code with Illinois State Plumbing Code.

## ARTICLE I. CODE OF FEDERAL REGULATIONS

### SECTION:

8-1H-1: Code Adopted

8-1H-2: Penalty

### 8-1H-1: CODE ADOPTED:

Sections 29 CFR 1926.650, 1926.651 and 1226.652 of the code of federal regulations are hereby adopted by reference as regulations applicable to all open excavations made in the earth's surface within the corporate limits of Northlake. (Ord. 0-12-2001, 5-7-2001)

### 8-1H-2: PENALTY:

Any person violating any portion of this article shall, upon conviction, be fined as provided in section 1-4-1 of this code. (Ord. 0-12-2001, 5-7-2001)

CHAPTER 2  
GENERAL BUILDING REGULATIONS  
SECTION:

- 8-2-1: Permit Fees
- 8-2-2: House Numbers
- 8-2-3: Lodging And Rooming Houses
- 8-2-4: Inspection Of Improved Real Estate
- 8-2-5: Roll Roofing
- 8-2-6: Detached Garages
- 8-2-7: Orientation Of Single-Family Residence On Lot
- 8-2-8: Electrical Services; New Residential Construction
- 8-2-9: Impervious Surface Requirements

8-2-1: PERMIT FEES:

The following fees shall be charged for permits for certain buildings, structures or work regulated by this title:

Contractor    Homeowner

Contractor

Homeowner

Examination Of Plans:

Single-family

Actual cost

Actual cost

Multi-family

Actual cost

Actual cost

Commercial

Actual cost

Actual cost

Industrial

Actual cost

Actual cost

Residential Construction – New:

Single-family residence

0–800 square feet

\$100.00

\$100.00

801–1,500 square feet

125.00

125.00

Each additional square foot

5.00

5.00

Addition, dormer or 3 season room

Less than 100 square feet

50.00 minimum

50.00 minimum

Each additional square foot

3.00

3.00

Garage and garage additions

Up to 400 square feet

30.00 minimum

30.00 minimum

Each additional 10 square feet

1.00

1.00

Garage slabs

Costing less than \$1,000.00

50.00

25.00

Each additional \$1,000.00

10.00

5.00

Miscellaneous:

Driveways - asphalt, concrete and brick pavers

Costing less than \$1,000.00

50.00 minimum

25.00 minimum

Each additional \$1,000.00

10.00

5.00

Sidewalks, patio - concrete and brick pavers

Costing less than \$1,000.00

50.00 minimum

25.00 minimum

Each additional \$1,000.00

10.00

5.00

Siding, soffit, gutters, etc.

Costing less than \$1,000.00

50.00 minimum

25.00 minimum

Each additional \$1,000.00

10.00

5.00

## Roofing

Costing less than \$1,000.00

50.00 minimum

25.00 minimum

Each additional \$1,000.00

10.00

5.00

Replacement windows and doors

Costing less than \$1,000.00

50.00 minimum

25.00 minimum

Each additional \$1,000.00

10.00

5.00

Porches and decks

Costing less than \$1,000.00

50.00 minimum

25.00 minimum

Each additional \$1,000.00

10.00

5.00

Miscellaneous

Costing less than \$1,000.00

50.00 minimum

25.00 minimum

Each additional \$1,000.00

10.00

5.00

Fence

50.00

25.00

Shed

25.00

10.00

Swimming pools

50.00

25.00

Condominium Construction - New:

2 and 3 unit condo building - per unit

100.00

Each additional unit

75.00

Commercial Construction - New:

First 30,000 cubic feet

300.00 minimum

Each additional 10,000 cubic feet or fraction thereof

50.00

Over 500,000 cubic feet

25.00

Addition or accessory building

Up to 20,000 cubic feet

150.00 minimum

Each additional 10,000 cubic feet over 20,000 cubic feet

50.00

Industrial Construction - New:

First 3,000 square feet

300.00 minimum

Next 497,000 square feet/per 1,000 square feet

40.00

Next 500,000 square feet/per 1,000 square feet

20.00

All over 1,000,000 square feet/ per 1,000 square feet

10.00

Alteration Or Remodeling Or Fire Repair - All Buildings Or Structures:

Costing less than \$1,000.00

50.00 minimum

Each additional \$1,000.00

10.00

Underground Tanks Installation:

Costing less than \$1,000.00

100.00 minimum

Each additional \$1,000.00

25.00

Tank Testing:

Each tank

50.00

Moving, Raising, Shoring Or Underpinning Of Structure:

For each 1,000 cubic feet of volume or fractional part

2.00

Minimum charge

100.00

Wrecking:

For the first 25,000 cubic feet of volume

125.00

For each additional 25,000 cubic feet of volume or fraction thereof

20.00

(Ord. O-24-2004, 12-6-2004)

Construction must be started under each permit within thirty (30) days after date of issuance, and if such construction is not started, the permit shall be void and the amount paid shall not be refunded. (Ord. O-17-93, 5-17-1993)

Each applicant shall provide on the permit, the date by which all construction shall be started and the date it will be completed. The completion date shall not exceed twelve (12) months after the starting date. If construction is not completed by said completion date, the applicant shall apply to the chief building official for an extension. An extension fee of one-half (1/2) of the original permit fee shall be required upon approval of the extension. Approval of an extension will not unreasonably be withheld by the chief. (Ord. O-17-93, 5-17-1993; amd. Ord. O-36-97, 8-18-1997, eff. 12-1-1997)

8-2-2: HOUSE NUMBERS:

A. Lot And House Number Plat: The plat of house and lot numbers now on file with the ~~chief building official~~Building Department and identified by ~~the chief as~~ "Lot and House Number Plat of the City of Northlake" is adopted as the official designation of lot and house numbers in the city. The ~~chief building official~~Building Department shall have charge of such plat and shall assign to each building hereafter erected its proper number or numbers as shown thereon. (Ord. O-23-79, 11-20-1979; amd. Ord. O-36-97, 8-18-1997, eff. 12-1-1997)

B. House Numbers Required; Size: The owner, agent or occupant of every building shall number the same as provided by such plat. Each of the figures of every number shall be not less than two and one-half inches (2 1/2") in length so marked as to be easily and distinctly read.

C. Placement Of Numbers: The numbers shall be placed in a conspicuous place on or at the side of, or above the front door of the building to which the same are attached.

D. Penalties: Any agent, owner or occupant of any building who shall, for thirty (30) days, neglect or refuse to number any building owned or occupied by him in conformity with the plat herein referred to shall be subject to a penalty of ~~five dollars (\$5.00) and a similar penalty for every thirty (30) days thereafter, if he shall neglect or refuse to number such building or that such building shall be without its number according to the requirements of this section~~ not less than \$100.00 nor more than \$1,000.00. Each day that a violation exists shall constitute a separate offense. (Ord. 0-23-79, 11-20-1979)

#### 8-2-3: LODGING AND ROOMING HOUSES:

A. Definition: As used herein, "lodging house" or "rooming house" shall mean any house or building, or portion thereof, other than a licensed motel, hotel or hospital, in which persons are harbored, received or lodged for hire in a single night or for less than a week at a time or any part of which is let for any person to sleep in for any period less than a month. (1976 Code § 13-2-1)

B. Lodging Or Rooming Houses Prohibited: The operation and maintenance of a lodging house or a rooming house is hereby prohibited within the city. (1976 Code § 13-2-2)

C. Penalties: Any person violating this section shall be fined not ~~more less~~ than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00). Each day ~~in which a lodging house or a rooming house is maintained or operated that a violation exists~~ shall constitute a separate offense. (1976 Code § 13-2-3; amd. 1992 Code)

#### 8-2-4: INSPECTION OF IMPROVED REAL ESTATE:

##### A. Certificate Of Compliance Required:

1. Except as provided in subsection B2 of this section, no single-family residence, business, commercial or industrial structure or building (hereinafter referred to as "property") shall be sold, leased, conveyed, assigned or transferred in any way, unless the owner, seller, lessor, conveyer, assignor or transferor (hereinafter referred to as "transferor") obtains a certificate of compliance from the ~~e~~City based upon an inspection made of the property. (Ord. 0-19-98, 4-20-1998)

2. If the property is transferred through foreclosure, court proceedings, an estate proceeding or any involuntary proceeding, the transferee shall not occupy the property until a certificate of compliance is issued. (Ord. 0-20-92, 7-6-1992)

##### B. Inspection; Correction Of Violation:

1. A transferor shall apply to the ~~e~~City for inspection by the ~~department of public services~~ Building Department within two (2) months of the date of contract, but in any event no later than one month prior to the date of closing or transfer. A certificate of zoning shall accompany all applications. Upon inspection of the property, the ~~inspector~~ Building Department shall issue an inspection report setting forth the findings of the ~~inspector~~ Building Department that the property either complies with all building, zoning, health and safety regulations and ordinances of the ~~e~~City or, in the alternative, listing the violations thereof. If the property passes inspection and the transferor has presented a stamped receipt of final water payment from the ~~e~~City ~~finance department~~, a certificate of compliance shall be issued. Otherwise, the transferor shall correct the violations before closing or transfer of the property and upon reinspection and a finding that all the

violations have been corrected, and the transferor has presented a stamped receipt of final water payment from the ~~eCity finance department~~ the certificate of compliance shall be issued. (Ord. 0-34-95, 7-17-1995)

2. A conditional certificate of compliance shall be issued in the event that the buyer, lessee, assignee or transferee agrees to correct the violations listed in the inspection report and the transferor has presented a stamped receipt of final water payment from the ~~eCity finance department~~. The conditional certificate of compliance shall provide that the buyer, lessee, assignee or transferee shall correct the violations in lieu of transferor and shall not occupy the property until a certificate of compliance is issued, unless the buyer, lessee, assignee or transferee within seventy two (72) hours of closing applies for the necessary permits to correct the said code violations, or the property is a commercial occupied building or rental property, then buyer, lessee, assignee or transferee shall have one hundred twenty (120) days to correct the violations. (Ord. 0-25-96, 4-1-1996)

C. Nonliability Of City: The inspection of any building pursuant to the terms of this section by the ~~department of public services~~Building Department is for the purposes of the eCity only, and the results of said inspection are not to be construed as a representation to any person of the condition of same or a guarantee that the property is free of mechanical or structural defects. The eCity shall not be liable as a result of said inspection or for any claims arising from such defects. (Ord. 0-20-92, 7-6-1992; amd. Ord. 0-06-94, 3-7-1994)

D. Fee For Inspection And Certificate Of Zoning: The fee for inspection and certificate of zoning made at the request of any buyer, seller or real estate broker or other agent shall be at the following rate schedule, payable in advance at the time of the request:

Residential buildings:

Apartment building

\$200.00 plus \$30.00 for each unit

Condominium unit

\$250.00

Single-family

250.00

Commercial buildings; square footage:

0 to 3,000

200.00

3,001 to 5,000

250.00

5,001 to 8,000

300.00

8,001 to 10,000

350.00

10,001 to 15,000  
400.00

15,001 to 25,000  
450.00

25,001 to 100,000  
500.00

100,001 and over  
550.00

Industrial buildings; square footage:

0 to 3,000  
400.00

3,001 to 5,000  
450.00

5,001 to 8,000  
500.00

8,001 to 10,000  
550.00

10,001 to 15,000  
600.00

15,001 to 25,000  
650.00

25,001 to 100,000  
700.00

100,001 and over  
750.00

(Ord. O-23-2011, 11-21-2011)

E. Penalty: Any person who participates in the sale or transfer of the property, including seller, buyer, real estate broker, real estate agent, legal agent or title company in violation of this section shall be fined not more than ~~five hundred one thousand~~ dollars (~~\$500.001,000.00~~) for such offense ~~on each day the violation occurs~~. (Ord. 0-20-92, 7-6-1992)

~~F. Residential Real Property Disclosure Report:~~

- ~~1. The residential real property disclosure report, pursuant to 765 Illinois Compiled Statutes 77/1 et seq. (residential real property disclosure act), a copy of which is on file in the office of the city clerk, be and is hereby adopted as the residential real property disclosure report for the city for the purpose of providing prospective buyers with information about material defects in the residential real property as herein provided; and each and all of the regulations, provisions, conditions and terms of said report, are hereby referred to, adopted and made a part hereof as if fully set out in this subsection. A copy of said disclosure report form is hereby attached thereto and made a part hereof.~~
- ~~2. Effective October 1, 1994, sellers are required, pursuant to 765 Illinois Compiled Statutes 77/1 et seq. (residential real property disclosure act), to provide both sides of said report form to all prospective buyers before a purchase contract is signed.~~
- ~~3. The seller shall certify that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller shall authorize any person representing any principal in the transaction to provide a copy of said report, and to disclose any information contained in said report to any person in connection with any actual or anticipated sale of the property. (Ord. 0-28-94, 11-7-1994)~~
- ~~4. This disclosure report shall be made available to the prospective buyer within the time frame and period provided for by the Illinois department of professional regulations. (Ord. 0-30-94, 11-21-1994)~~

8-2-5: ROLL ROOFING:

The use of roll roofing on roofs with a pitch of three to twelve (3/12) or greater is hereby prohibited. (Ord. 0-27-2003, 11-17-2003)

8-2-6: DETACHED GARAGES:

The following requirements shall apply to the construction of all detached garages in any area zoned residential:

- A. All garages must have a roof pitch of three to twelve (3/12) or greater.
- B. No garage shall have a wall height in excess of nine feet (9') as measured from the top of the foundation. (Ord. 0-27-2003, 11-17-2003)

8-2-7: ORIENTATION OF SINGLE-FAMILY RESIDENCE ON LOT:

The following requirements shall apply to the construction of all single-family residences:

- A. The front elevation and front door of the residence shall face the public street;
- B. A newly constructed single-family home may not be located next to, across the street from or cater corner from another such newly constructed or existing residential structure which has the same front elevation or the same configuration of building materials or the same colors facing the public street. (Ord. 0-40-2006, 12-18-2006)

#### 8-2-8: ELECTRICAL SERVICES; NEW RESIDENTIAL CONSTRUCTION:

The following requirements shall apply to the construction of all single-family residences:

- A. The wiring providing electrical, phone, cable and all other services to the home shall be placed underground;
- B. The electrical service shall be a minimum of two hundred (200) amps. (Ord. O-01-2007, 1-8-2007)

#### 8-2-9: IMPERVIOUS SURFACE REQUIREMENTS:

A. Impervious Surfaces: For purposes of this section "impervious surfaces" shall include all areas in a lot of record covered by the principal building, any accessory buildings and any hard surfaced, non-naturally occurring area that does not readily absorb water, including, but not limited to, any paved, asphalt or concrete areas, swimming pools and sidewalks.

B. Limitation On Impervious Surfaces: The following limitations shall apply to any lot of record located in a residential zoning district:

- 1. For lots between 5,000 and 6,000 square feet in size no more than sixty five percent (65%) of the lot may be covered by impervious surfaces.
- 2. For lots between 6,001 and 8,000 square feet in size no more than fifty five percent (55%) of the lot may be covered by impervious surfaces.
- 3. For lots that are 8,001 square feet in size or larger no more than fifty percent (50%) of the lot may be covered by impervious surfaces. (Ord. O-01-2021, 1-11-2021)

### CHAPTER 3

#### DANGEROUS BUILDINGS

##### SECTION:

##### 8-3-1: Definition

##### 8-3-2: Dangerous Buildings Prohibited; Nuisance Declared

##### 8-3-3: Abatement Procedures

##### 8-3-4: Dangerous Buildings in Fire Limits

##### 8-3-1: DEFINITION:

As used herein, "dangerous building" shall mean any building, shed, fence or other man-made structure which:

A. Is dangerous to the public health because of its condition and which may cause or aid in the spread of disease or injury to the health of the occupants of it or of neighboring structures;

B. Because of faulty construction, age, lack of proper repair or any other cause, is especially liable to fire, and constitutes or creates a fire hazard;

C. By reason of faulty construction or any other cause, is liable to cause injury or damage by collapsing or falling of any part of such structure;

D. Because of its condition or lack of doors or windows, is available to and frequented by malefactors or disorderly persons who are not lawful occupants of such structure. (Ord. 0-23-79, 11-20-79)

### 8-3-2: DANGEROUS BUILDINGS PROHIBITED; NUISANCE DECLARED:

No person shall maintain or permit the existence of any dangerous building in the City, and no owner, occupant or person in custody of any dangerous building shall permit the same to remain in a dangerous condition or occupy such building or permit it to be occupied while it is or remains in a dangerous condition.

Any dangerous building in the City is hereby declared to be a nuisance. <sup>1</sup> (Ord. 0-23-79, 11-20-79)

#### Notes

- <sup>1</sup> 1. See also subsection 4-2-2B of this Code.

### ~~8-3-3: ABATEMENT PROCEDURES:~~

~~—A. Notice to Abate: Whenever the Director of Public Works, the Fire Marshal or the Director of Health and Inspectional Services shall be of the opinion that any building or structure in the City is a dangerous building, he shall file a written statement to this effect with the City Clerk. The Clerk shall, thereupon, cause written notice to be served upon the owner thereof and upon the occupant thereof, if any, by registered or certified mail or by personal service. Such notice shall state that the building has been declared to be in dangerous condition, and that such dangerous condition must be removed or remedied by repairing or altering the building or by demolishing it, and that the condition must be remedied at once. Such notice may be in the following form:~~

~~"To \_\_\_\_\_ (owner-occupant of premises) of the premises known and described as \_\_\_\_\_,~~

~~You are hereby notified that (described building) on the premises above described has been condemned as a nuisance and a dangerous building after inspection by \_\_\_\_\_. The causes for this decision are (here insert the facts as to the dangerous condition.). You must remedy this condition or demolish the building immediately, or the City will proceed to do so."~~

~~—B. Abatement by the City: If the person receiving such notice has not complied therewith or taken an appeal from the determination of the officer or employee finding that a dangerous condition exists within ten (10) days from the time when this notice is served upon such person by personal service or by registered mail, the Director of Public Works may, upon orders of the Council, proceed to remedy the condition or demolish the dangerous building. (1976 Code §5-3-4)~~

### 8-3-43: DANGEROUS BUILDINGS IN FIRE LIMITS:

~~A.~~ Any building or structure ~~within the fire limits of~~ the City which has or may be damaged by fire, decay or other cause to the extent of fifty percent (50%) of its value shall be torn down and removed.

~~—B. Upon written notice filed with the City Clerk by the Director of Public Works, the Director of Health and Inspectional Services or the Fire Marshal, the Clerk shall notify the Council of the receipt of such notice. The Council shall then appoint three (3) persons to determine whether or not such building or structure has been damaged to the extent of fifty percent (50%) of its value.~~

~~C. A copy of the notice of the appointment of this board of three (3) persons to determine the damage shall be served upon the owner of the premises by personal service or by registered or certified mail to his last known address. Such notice shall be in substantially the following form:~~

~~"To \_\_\_\_\_~~

~~"You are hereby notified that \_\_\_\_\_ has determined that the building owned by you at \_\_\_\_\_ located within the fire limits of the City has been damaged by fire, decay or otherwise to the extent of fifty percent (50%) of its value and that a board of three (3) persons has been appointed to verify this finding, which board will hold its first meeting, in the City Hall on the \_\_\_\_\_ day of \_\_\_\_\_ at the hour of \_\_\_\_\_ o'clock, at which time it will determine whether this finding is correct.~~

~~If this finding is verified by the board, you must tear down and remove said building."~~

~~D. If the board members determine that the building in question has been damaged to the extent fifty percent (50%) of its value, the owner shall tear down or remove the building within twenty (20) days after the finding of the board. No person shall occupy or permit such building to be occupied after such finding. (1976 Code §5-3-5)~~

## CHAPTER 4

### MOVING BUILDINGS

#### SECTION:

8-4-1: Permit to Move Buildings

8-4-2: Building Moving Operations

8-4-3: Time Limit for Building Removal

#### 8-4-1: PERMIT TO MOVE BUILDINGS:

The person with a house mover's license **1** shall, in each and every instance, before moving any building, obtain a ~~written~~ permit ~~to do so~~ from the ~~Director of Health and Inspectional Services~~Building Department and shall pay the requisite fee as prescribed under this Code.

**2** Thereupon, the ~~Director of Health and Inspectional Services~~Building Department shall issue a permit stating specifically the conditions, prescribing the route to be taken and limiting the time for the removal.

No permit shall be issued for the removal of any building in the City, except under the requirements of the provisions of the Building Code. **3** (1976 Code §6-21-5)

#### Notes

**1** 1. See Title 3, Chapter 9, Article D of this Code.

**2** 2. See Section 3-1A-1 of this Code.

**3** 3. See Chapter 1, Article A of this Title.

#### 8-4-2: BUILDING MOVING OPERATIONS:

Every house mover, while using any portion of the street or sidewalk, shall cause at least one red light to be placed in a conspicuous place in front and one in rear of any building or any other obstruction placed in the street by him from sunset to sunrise of each night. He

shall also leave all streets and alleys over which he has moved any building in as good condition as they were previously to being used by him and shall strictly comply with the terms of his permit. (1976 Code §6-21-6)

#### 8-4-3: TIME LIMIT FOR BUILDING REMOVAL:

The owner of any building or the contractor of its removal, either or both, who shall suffer the same to be or remain in any of the streets or alleys or upon any of the public grounds of the City for any time longer than may be specified in his permit shall ~~forfeit a penalty of fifty dollars (\$50.00) and a like penalty not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00)~~ for every twenty four (24) hours the same shall be continued. Unless such building is removed within such reasonable time as the Mayor may determine, he may declare the same to be a nuisance and cause its removal. (1976 Code §6-21-7)

## CHAPTER 5

### FENCES

#### SECTION:

##### 8-5-1: Definitions

##### 8-5-2: Permit Required; Application; Fee

##### 8-5-3: Construction Requirements; Restrictions

##### 8-5-4: Authority To Review All Fence Variances

##### 8-5-5: Penalty

#### 8-5-1: DEFINITIONS:

For the purpose of this Chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning:

**ANIMAL RUN:** A completely enclosed fence for the exercising or containment of an animal.

**BARRIER:** Any obstacles or obstruction, natural or otherwise, erected to bar passage.

**BARRIER AREA:** That area derived by multiplying the length times the height measured at the topmost member.

**BARRIER HEIGHT:** The height of the barrier shall be measured to the topmost member including any ornamental member located on the top of the fence.

**CORNER BARRIER:** Any open barrier extending in one or two (2) directions parallel to said property lines, driveways, or sidewalks, not exceed five feet (5') in either direction.

**CORNER SIDE LOT LINE:** On corner lots, one side of the lot shall be defined as being a front lot line, the other lot line, adjacent to street, shall be the corner side lot line.

**FENCE:** A structure or growth not otherwise a part of any building or structure, which enclosed or partially encloses any parcel of land.

**FRONTAGE:** That portion of a lot between the front building setback line and the street right of way. Every lot shall have only one front lot line and shall be the narrowest side of the lot line which adjoins a street. Where such lot lines are not obviously evident, the

Zoning Board of Appeals, Planning and Economic Development Commission shall determine the front lot line.

OPEN BARRIER: A barrier in which the openings between the materials of which the barrier is constructed represents more than seventy percent (70%) of the total barrier. (Ord. 0-12-2000, 3-6-2000)

#### 8-5-2: PERMIT REQUIRED; APPLICATION; FEE:

A. No person, firm, corporation, or trust owning or occupying land or premises within the City, nor shall other persons or contractors construct upon said premises any fence, barrier, or other structure without having first obtained a permit from the City.

B. All applications for fence or barrier permits shall be made to the Building Department and shall include such information as will be sufficient to show compliance with this Chapter.

C. Working without a permit or not requesting the required inspections shall be charged an additional fee. This fee shall be computed to an amount that is equal to twice the initial application and permit fee and/or an amount that is equal to twice the initial inspection fees.

D. The fee for a fence, barrier, or other structure shall be as per City fee schedule. (Ord. 0-12-2000, 3-6-2000)

#### 8-5-3: CONSTRUCTION REQUIREMENTS; RESTRICTIONS:

A. Any fence or barrier shall be constructed of harmonious material to be designated at the time of application; ~~provided~~, provided that no barrier or fence may be constructed or maintained which is composed in whole or part of any dangerous or hazardous material or containing any wire which is charged with electric.

B. Any type of chain-link fence or barrier shall be constructed with the sharp points pointed down.

C. Any fence or barrier that is determined by the Building Commissioner to have different types of sides, shall be constructed so the attractive side faces away from the property on which the fence or barrier is constructed.

D. All fences or barriers shall be maintained in a safe, neat and attractive condition, free from rot or deterioration and shall not be leaning.

E. No fence shall be built in the area between the front of a house and the street. For corner lots, if there are homes fronting the street on the same block and same side on which the adjacent side yard is located, no fence shall be constructed in such corner side yard which protrudes past the front yard setback of the homes on the adjacent street.

F. A fence shall be constructed in such a fashion so that all portions of the fence shall be located within the owner's property and shall be a minimum of three inches (3") from the owner's property line. The owner shall be responsible for maintaining the minimum setback of three inches (3"). A barrier or fence may be erected or maintained upon a public utility or drainage easement provided that the owner agrees in writing at the time of permit application that the utility company and/or City may not be refused the right to use of the said easements, and that if the fence or any portion thereof is required to be removed for such utility company's or City's use of the easement, the cost of such removal and

replacement of the fence shall be at the expense of the owner. No fence shall be constructed in such a manner as to impede or alter the natural surface water drainage of the property upon which the fence is constructed or any adjoining property. The bottom of the fence shall be a minimum of three inches (3") above the drainage area.

G. No more than four (4) corner fences on a lot is permitted. Front or corner side yards shall have only open type barriers. Front yard or corner side yard open fences shall be a maximum of thirty inches (30") in height and shall not exceed five feet (5') in either direction. Rear yard fences shall be a maximum of six feet (6') in height.

H. If the Building Commissioner considers a fence to be a public safety hazard, either prior to, during, or after construction he may stop the construction of the fence and submit his recommendations to the Zoning Board of Appeals, Planning and Economic Development Commission who may declare such fence to be a public nuisance and direct removal of such fence as may be permitted by law.

I. No fences may be placed in the landscaping easement that may interfere with City-approved landscaping, berms, or drainage. The Building ~~Commissioner~~ Department will make a determination as to whether or not a fence can be installed in the easement. Any growth or previous plantings in the easements must remain intact unless deemed necessary for removal by the Zoning Board of Appeals, Planning and Economic Development Commission.

J. Animal runs shall not be allowed in front or side yards and the perimeter of such animal run shall not be closer than five feet (5') from the adjoining property lines. On corner lots, no animal run shall be in that area between the corner side lot line and the building setback line. Said animal runs shall have an area not to exceed one hundred (100) square feet and not more than six feet (6') in height.

K. When the owner's fence is to be attached to a neighbor's fence, written permission from the neighbor shall be obtained and submitted with the permit application.

L. A rear yard fence or barrier shall be a maximum height of six feet (6'). Alterations to the existing grade level preceding the use of a fence for the purpose of altering the height of the fence shall not be permitted.

M. (1) Every fence to be erected within the City shall be designed and constructed to resist and withstand a wind pressure of at least twenty (20) pounds per square foot of the gross proposed area of the fence, less any opening from any angle of approach.

(2) All fence posts used in the construction of a fence shall be buried in the ground to a depth of at least two feet (2') or one-third (1/3) of the total length of said fence post in greater than two feet (2'). Said posts shall be set in concrete.

(3) All fence parts and anchors made of wood or other organic material shall be treated with a chemical treatment to protect them from deterioration when they are placed in or upon the ground.

(4) Fence posts for chain-link or split rail fences shall be buried in the ground to a minimum depth of at least two feet (2') or one-third (1/3) the total length of said post, whichever is greater. The posts shall be set in concrete. Fence posts for all other fences shall be buried in the ground to a minimum depth of forty-two inches (42") or one-third (1/3) the total length of said post, whichever is greater. The posts shall be set in concrete. When setting posts in concrete, the post shall be set on a bed of gravel at least six inches (6") in depth with concrete pored around the posts as a "collar" and not under post, to allow for drainage.

N. Chicken wire, square welded mesh wire, barbed wire, temporary snow fence, solid concrete block, and sharp-edged material long the top or sides are considered non suitable.

O. Any existing fence along a property line must be removed before the owner of the existing fence may construct a replacement fence. (Ord. O-21-2020, 12-21-2020; amd. Ord. O-12-2021, 5-17-2021)

#### 8-5-4: AUTHORITY TO REVIEW ALL FENCE VARIANCES:

The ~~Zoning Board of Appeals, Planning and Economic Development Commission~~ Mayor and City Council shall have the authority to hear appeals from and review any order, requirement, decision, or determination made by the Building ~~Commissioner/Inspector~~ Department charged with enforcement of this ~~Chapter, or Chapter~~ or hear applications for variances from this Chapter. ~~The process shall be held in accordance with policies and procedures of the Zoning Board of Appeals, Planning and Economic Development Commission as regulated by the City zoning code. (Ord. O-12-2000, 3-6-2000)~~

#### 8-5-5: PENALTY:

Any person, firm, corporation, or trust violating any of the provisions of this Chapter, shall, upon conviction, be fined in a sum not less than fifty one hundred dollars (~~\$50.00~~ 100.00) nor more than one thousand dollars (\$1,000.00) for each offense. Each day ~~of that a~~ violation exists shall be deemed a separate offense. (Ord. O-12-2000, 3-6-2000)

### CHAPTER 6

## SIGNS AND BILLBOARDS

### ARTICLE A. SIGNS <sup>1</sup>

#### SECTION:

##### 8-6A-1: Rules And Definitions

##### 8-6A-2: Fees

##### 8-6A-3: Prohibited Signs

##### 8-6A-4: Permitted Signs

##### 8-6A-5: Sign Regulations In Zoning Districts

##### 8-6A-5-1: Signs In R-1 And R-2 Districts

##### 8-6A-5-2: Signs In R-3 District

##### 8-6A-5-3: Signs In B-1, B-2, B-3 And B-4 Districts

##### 8-6A-5-4: Signs In I-1 And I-2 Districts

##### 8-6A-6: Compliance Of Existing Signs

##### 8-6A-7: Portable Signs

##### 8-6A-8: Design And Construction Standards

##### 8-6A-9: Location And Placement

##### 8-6A-10: Penalties

#### Notes

- <sup>1</sup> 1. See section 8-1C-4 of this title for electric signs.

#### 8-6A-1: RULES AND DEFINITIONS:

In the interpretation of this article, the rules and definitions contained herein shall be observed and applied, except when the context clearly indicates otherwise.

The definitions of the following terms shall be applicable when interpreting or construing the provisions of this article:

**ABANDONED SIGN:** A sign no longer correctly advertising a bona fide business, institution, lessor, owner, product or activity available or located on the premises where the sign is displayed.

**ANIMATED SIGN:** Any sign or part of a sign which changes physical position by any movement or rotation.

**ARCADE SIGN:** A wall or projecting sign attached to the roof or wall of an arcade and totally within the outside limits of the structural surfaces which are delineating the arcade.

**AREA:** The total exposed surface devoted to the sign message or graphic, including all ornamentation, embellishment and symbols, but excluding the supporting structure which does not form part of the sign proper or of the display. The area of a graphic composed of characters or words attached directly to a large, uniform building wall surface shall be the smallest rectangle which encloses the whole group. In the case of a sign or graphic designed with more than one exterior surface containing items of information, the area shall be computed as including only the maximum single display surface which is visible from any one ground position.

**AREA DEFINITIONS:**

R-1 Single-family residence district

R-2 Two-family residence district

R-3 General residence district

B-1 Retail business district

B-2 Retail and service business district

B-3 Office business district

B-4 High rise hotels and motels

I-1 Limited industrial district

I-2 General industrial district

**ATTENTION GETTING DEVICE:** Any pennant, flag, valance, banner, propeller, spinner, streamer, searchlights, balloon, audio device and similar device or ornamentation designed for the purposes of attracting attention, promotion or advertising.

**AWNING:** Any structure made of cloth, metal or other material attached to a building when the same is so erected as to permit its being raised or retracted to a position against the building when not in use.

**BILLBOARD OR POSTERBOARD:** A single or double faced sign, permanently fixed or placed on the premises, which may have changeable copy, pictures or other indicia; or a graphic used for the display of information not associated with the establishment located on the same premises as the graphic.

**BUILDING LINE:** The line as established by the face of the building.

**BUILDING SIGN:** A sign attached to and supported by the exterior of any part of a building except the roof.

**CANOPY:** A structure, other than an awning, made of cloth, metal or other material with frames attached to a building and carried by a frame supported by the ground or sidewalks.

**CHANGEABLE COPY SIGN:** A sign whereon provision is made for letters or characters to be placed in or upon the surface area either manually or electronically to provide a message or picture.

**ENFORCEMENT OFFICIAL:** ~~Director of health and inspectional services~~ The Building Department

**EXTERIOR RATE SIGN:** Any sign upon which is designated or written out in words, numbers or figures, describing rates, price or any combination thereof.

**EXTERIOR WALL SURFACE:** The most exterior part of a wall, sunscreen or any screening material covering a building.

**EXTERNALLY ILLUMINATED SIGN:** A sign illuminated by a source of light which is cast upon or falls upon the surface or face of the sign to illuminate by reflection only.

**FESTOON LIGHTING:** A group of two (2) or more incandescent light bulbs hung or strung overhead, not from a building or structure, which are exposed to persons on a public right of way or which are not shaded or hooded to prevent the direct rays of light from being visible from the property line.

**FLASHING SIGNS:** Any directly or indirectly illuminated sign, either stationary or animated, which exhibits changing natural or artificial light or color effects by any means whatsoever.

**FREESTANDING SIGN:** A sign completely or principally self-supported by posts or other supports independent of any building or other structure and anchored in or upon the ground. This term also includes those signs commonly known as "ground sign" and "pole sign".

**GRAPHIC:** Any item of information, word or message attached directly to a surface.

**INTERNALLY ILLUMINATED SIGN:** A sign, all or part of which, is made of incandescent or other types of lamps, or a sign with painted, flush or raised letters lighted by an electric lamp or lamps attached thereto, or a sign having a border of incandescent, fluorescent or vapor lamps thereto attached and reflecting light thereon, or a transparent sign, whether lighted by electricity or other illuminant.

**ITEM OF INFORMATION:** Any of the following: a syllable of a word, an abbreviation, a number, a symbol, a geometric shape. In addition, graphics combining several different geometric or nongeometric shapes or shapes of unusual configuration are to be assessed one additional item for each noncontinuous plane.

**MARQUEE:** Any hood of permanent construction projecting from the wall of a building but not supported by the ground or sidewalk serving the purpose of providing shelter and protection from the weather.

**MOVING SIGN:** Any sign which rotates or moves or gives the visual impression of rotation or moving.

**NAMEPLATE:** A sign which displays only the name and/or address of the occupant, is nonelectrical and does not exceed two (2) square feet in area.

**OFF PREMISES SIGN:** A sign which directs attention to a use, business, commodity, service or activity not conducted, sold or offered upon the premises where the sign is located. This term also includes those signs commonly known as "advertising signs", "billboards" and "posterpanels".

**ON PREMISES SIGN:** A sign which relates solely to a use, business or profession conducted or to a principal commodity, service or entertainment sold, provided or offered upon the premises where the sign is located. This term also includes those signs commonly known as "business signs".

**PORTABLE SIGN:** Any sign that is not permanently affixed to a building, structure or the ground; a sign designed to be moved from place to place. These signs primarily include, but are not limited to, signs attached to wood or metal frames designed to be self-supporting and movable, paper, cardboard or canvas signs wrapped around supporting poles. Also included are those signs, commonly trailer mounted, and designed to be moved from place to place and signs or graphics displayed on vehicles. This term also includes those signs commonly known as "sandwich signs" or "A-frame signs".

**PROJECTING SIGN:** A sign supported by a building or other structure which projects over any street, sidewalk, alley or public way or public easement or which projects more than twelve inches (12") from the face of any building, structure or supporting wall. This term also includes those signs commonly known as "overhanging signs" or "side mounted signs".

**REAL ESTATE SIGN:** A sign located for purposes of advertising a parcel or building to be available for sale, rental or lease.

**ROOF SIGN:** A sign erected, constructed or maintained, in whole or in part, upon or over the roof of a building or structure.

**ROOFLINE:** Either the edge of the roof or the top of the parapet, whichever forms the top line of the building silhouette, and where a building has several roof levels, this roof or parapet shall be the one belonging to that portion of the building on whose wall the sign is located.

**SHOPPING CENTER:** Any concentration of retail stores and service establishments in one or more buildings, under single ownership or management, with common parking facilities.

**SIGN:** Any object, device, display or structure or part thereof situated outdoors which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by means including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination or projected images. The term "sign" includes, but is not limited to, every projecting sign, wall sign, painted sign, roof sign, billboard, posterboard, freestanding sign, ground sign, pole sign, window sign, vehicle sign, awning, canopy, marquee, changeable copy sign, temporary sign, portable sign, pennants, banners, streamers or any other attention getting device or other display, whether affixed to a building or separate from any building.

**SIGN STRUCTURE:** A structure constructed for the purpose of displaying a sign.

**SIGN SURFACE AREA:** The area of a sign shall be computed by the customary applicable mathematical formula for the shape of the sign face including both copy, background and any frame or boxed display or, in the case of a sign made up of separate letters or characterizations connected in meaning, by computing the area lying within straight lines connecting the extreme projections, corners or edges of the letters, characters and other figures composing the sign taken as a whole. Where a sign has two (2) or more display faces of unequal dimensions, the area of the largest face shall determine the sign surface area.

**STREET BANNER:** Any banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without frames.

**TEMPORARY SIGN:** Any sign, banner, pennant, valance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without frames, for use for a period not to exceed thirty (30) days.

**TIME AND/OR TEMPERATURE SIGNS; DIGITAL, ALPHABETICAL OR GRAPHIC READOUT:**

A. "Time signs" shall be permitted to change no more frequently than thirty (30) second intervals.

B. "Temperature signs" shall not change except when the temperature changes one degree (1o).

C. "Time and temperature signs in combination": If the same surface area is provided for both time and temperature, the frequency of change shall be no more frequently than five (5) second intervals. If separate space is provided on the sign surface area for time and temperature, then subsections A and B of this definition shall apply.

UNDER CANOPY SIGN: Any sign suspended beneath a canopy or marquee. These signs are intended, generally, to attract pedestrian traffic.

UNUSUALLY SHAPED SIGNS: Signs of unusual shapes such as globes or portions of globes, cylinders or pyramids shall be considered double faced signs, and the area of the sign shall be computed as the total of the exposed surfaces.

VEHICLE SIGN: Any advertising or business sign attached to a motor vehicle which is parked or placed in position for the purpose of displaying the same to the public.

WALL SIGN: A sign mounted, attached to or painted on the exterior wall surface in a place parallel to that of the supporting wall. A wall sign may not project more than twelve inches (12") from the plane of the structure to which it is attached.

WINDOW SIGN: A sign visible from the exterior of a building or structure which is painted on a window, depicted upon a card or paper or other material and placed on or taped on the window or displayed from a window for the specific purpose of identifying the proprietor or name of business to the passerby. (Ord. 0-06-2011, 2-14-2011)

#### 8-6A-2: FEES:

The fees charged for all permitted signs as provided for in this article shall be those fees as provided for by the applicable ordinances of the city 1. (Ord. 0-06-2011, 2-14-2011)

#### Notes

1. See section 8-1C-4-4 of this title.

#### 8-6A-3: PROHIBITED SIGNS:

The following signs are prohibited anywhere within the city:

A. Inflatable signs except that inflatable signs are allowed once per calendar quarter for no more than three (3) consecutive days;

B. Portable roof signs;

C. Street banners and festoon lights ~~not authorized by the city council~~;

D. Commercial signs which promote an enterprise not in existence, or product or service no longer sold;

E. Moving signs;

F. Signs which contain statements, words or pictures of obscene, indecent or immoral character ~~and which offend public morals or decency~~;

G. Miscellaneous signs, graphics or street banners other than those which conform to the provisions of this code;

H. Signs in conflict with traffic signals;

I. Signs, graphics or street banners within the public right of way or easements for public utilities, except as hereinafter specifically provided;

- J. Vehicle signs, except as hereinafter specifically provided;
- K. Signs that are of a size, shape, location, movement, content, coloring or manner of illumination which may be confused with or construed as a traffic control device or which hides from view any traffic or street sign or signal;
- L. Signs that move in any manner or have a major moving part;
- M. Flashing signs. (Ord. 0-06-2011, 2-14-2011)

#### 8-6A-4: PERMITTED SIGNS:

The following signs shall be permitted anywhere within the city and, except as specifically provided, shall not require a permit:

A. Construction signs, identifying the architects, engineers, contractors, but not including the advertisement of any product, and announcing the intended character of the building; up to a maximum area of four (4) square feet for each firm. The signs shall be confined to the site of the construction, and shall be removed within fourteen (14) days after the issuance of an occupancy permit for the building under construction.

B. Real estate signs not exceeding a total area of four (4) square feet advertising the sale or rental of all, or part, of the premises on which the signs are displayed. These signs must be removed within seven (7) days after the sale is closed or the lease signed.

C. Political campaign signs, announcing the candidates seeking public political office and other data pertinent thereto, and ~~/or relating to issues to be voted upon in an upcoming election,~~ which are confined exclusively within private property anywhere in the ~~city~~City.

D. Street banners and spotlights advertising a public entertainment or event, ~~if specially approved by the corporate authorities and then only for locations designated by said council,~~ during fourteen (14) days before and three (3) days after the event.

~~E. Pennants or streamers or signs or flags specifically approved by the corporate authorities after a showing that the pennants, streamers or signs or flags are an integral part of a campaign or program for the promotion of a specific product or event, such as an anniversary, new product, termination of business, grand opening or other like functions and then only upon written request for the location and period of time designated by the corporate authorities, which period of time shall not exceed fifteen (15) days. Any sign permitted to be displayed shall not be in excess of twenty (20) square feet in area. No flashing or sequential lights shall be allowable and any business, person or location shall be entitled to only one such approval by the corporate authorities within any single calendar year. Any signs, pennants, streamers or flags so used shall be mounted in a secure fashion and shall in all other respects comply with all other applicable provisions of this chapter and other ordinances of the city.~~

~~F.~~E. Signs advertising remodeling on the premises where the work is being performed must be removed within seven (7) days following completion of the remodeling work. (Ord. 0-06-2011, 2-14-2011)

#### 8-6A-5: SIGN REGULATIONS IN ZONING DISTRICTS:

##### 8-6A-5-1: SIGNS IN R-1 AND R-2 DISTRICTS:

The following special purpose and temporary signs shall be permitted in the R-1 and R-2 zoning districts subject to the limitations set forth below:

- A. Traffic control signs, as defined in the motor vehicle act of the Illinois Compiled Statutes [1](#) subject to the provisions of said act.
- B. Signs required to be maintained or posted by law or government order, rule or regulation.
- C. Memorial plaques, historical tablets and the like.
- D. Directional signs, not exceeding two (2) square feet in area, intending to facilitate the movement of pedestrians and vehicles within the site upon which such signs are located.
- E. Signs not exceeding two (2) square feet in area located upon private property and directed toward the prevention of trespassing.
- ~~F. Signs, pertaining to campaigns, drives or events of a political, civic, philanthropic, educational or religious nature; provided, that permission of the city council must be obtained to erect such signs upon or over public property.~~
- G.E. Flags or emblems of a political, civic, philanthropic, educational or religious nature. (Ord. 0-06-2011, 2-14-2011)

#### Notes

- [1](#) 1. 625 ILCS.

#### 8-6A-5-2: SIGNS IN R-3 DISTRICT:

The special purpose and temporary signs permitted in the R-1 and R-2 zoning districts are permitted in the R-3 district with the same restrictions.

- A. Signs For Apartments: To facilitate the business pursuit of apartment buildings, each such apartment building is permitted to have an externally illuminated, internally illuminated or nonilluminated sign pertaining to services or vacancies or features of the apartment building to which it is attached. Such sign shall not exceed an area of two feet by four feet (2' x 4'), and such sign can be pole mounted in front or on the side of the building on the property belonging to the building as outlined in the Northlake electrical code [1](#), sections 59-5.5-4233 to 59-5.5-4275. (Ord. 0-06-2011, 2-14-2011)

#### Notes

- [1](#) 1. See chapter 1, article C of this title.

#### 8-6A-5-3: SIGNS IN B-1, B-2, B-3 AND B-4 DISTRICTS:

The following regulations shall be applicable to the areas B-1, B-2, B-3 and B-4 zoning districts of the eCity:

- A. Signs are permitted, subject to the following general restrictions:
  - 1. Frontage Area: Each side of a building or a lot facing a street constitutes a separate frontage area.
  - 2. Location:
    - a. Except as herein specifically provided, all signs must be on or over private property with no portion protruding over public property.
    - b. No sign shall be permitted on the rear of a building with the exception of a nonilluminated nameplate and directory sign protruding no more than three-fourths inch (3/4") and not to exceed eight inches by twenty four inches (8" x 24"). Messages on such directory signs shall be restricted to direction giving legends, such as "Delivery Dock" or "Employee Parking".

3. Size:

a. An on premises sign for any business occupying less than twenty five feet (25') of street frontage shall not exceed thirty two (32) square feet in area. The maximum may increase by increments of sixteen (16) square feet for each story.

b. The maximum area of an on premises sign for a business with a street frontage greater than twenty five feet (25') shall increase by twenty five percent (25%) for each additional fifteen feet (15') of frontage.

c. On a corner location, the total frontage of all streets may be used to determine the maximum area of a sign.

d. The gross area of an off premises sign shall not exceed two thousand four hundred (2,400) square feet.

B. Freestanding Signs: Except for signs intended to be shown to a raised roadway, the height of freestanding signs shall not be greater than one hundred twenty five percent (125%) of the maximum height of any building permitted in the same zone. The height of a freestanding sign intended to be shown to a raised roadway shall be limited to forty feet (40') above the roadway to which the sign is intended to be shown. Should a pole mounted graphic be mounted in an area where motorized traffic is possible, the minimum height above ground level to bottom of the sign must be fourteen feet (14').

C. Wall Signs: Wall signs must be on premises signs.

D. Graphics:

1. Graphics, other than directional arrows pertaining to the flow of traffic, parking stripes and stripes indicating a thoroughfare or a cautioning light or a stoplight, shall not be painted on or affixed to a street, sidewalk or parking lot.

2. Building fascias or roof fascias may not be painted to form, in their total concept, a graphic or be part of a sign.

3. Graphics painted on a bench for public use shall be permissible <sup>1</sup>, provided no day-glo or retro reflective paints or materials are used.

E. Vehicle Signs: Vehicle signs for a temporary charitable or political purpose or markings announcing the type of business or service to which the vehicle pertains such as name, service or business, address and telephone numbers are permitted. (Ord. O-06-2011, 2-14-2011)

Notes

<sup>1</sup> 1. See title 7, chapter 5 of this code for public benches.

8-6A-5-4: SIGNS IN I-1 AND I-2 DISTRICTS:

All regulations, restrictions and uses applicable to the R-1, R-2, R-3, B-1, B-2, B-3 and B-4 zoning districts of the city shall be applicable to the I-1 and I-2 industrial districts. (Ord. O-06-2011, 2-14-2011)

8-6A-6: COMPLIANCE OF EXISTING SIGNS:

All signs presently existing in the city not in compliance with the terms of this article shall either be removed or made to comply herewith within the period of three (3) years from the effective date hereof. (Ord. O-06-2011, 2-14-2011)

8-6A-7: PORTABLE SIGNS:

A. Permit And Fee Requirements:

1. Permit Required: It shall be unlawful to erect, maintain, operate or use a portable sign in the city without first obtaining a permit therefor.

2. Term Of Permit: Unless otherwise authorized by the city, a permit for a portable sign may be issued for a period not to exceed ten (10) days.

3. Permit Fee: The fee for such permit shall be ten dollars (\$10.00) for a not for profit organization and fifty dollars (\$50.00) for all others. In addition, all applicants for illuminated portable signs shall pay the applicable fees for inspection and permits as scheduled by the electrical code of the city <sup>1</sup>.

4. Number Of Permits: Unless authorized by the city, no more than two (2) 10-day permits per calendar year shall be issued for any specific location.

B. Compliance With Regulations: All portable signs for which permits are issued in the city shall comply with all of the applicable ordinances relating to signs. Portable signs shall contain no flashing lights or beacons and shall be placed on private property where the business or activity that is advertised on the sign is located and shall be placed in such a position so as not to cause or create a hazardous or dangerous condition to the public or vehicular traffic. No portable sign shall exceed five feet (5') from the bottom of the sign to the top or ten feet (10') from one side to the other. The top of a portable sign shall not be more than eight feet (8') above ground level. (Ord. 0-06-2011, 2-14-2011)

Notes

- <sup>1</sup> 1. See chapter 1, article C of this title.

8-6A-8: DESIGN AND CONSTRUCTION STANDARDS:

A. Compliance: All signs erected, constructed, altered, relocated or maintained within the city shall comply with the building code, the national electrical code and all other ordinances. All electronic signs shall be hardwired in accordance with the national electrical code.

B. Design Standards:

1. All signs shall be designed and constructed to withstand wind loads of at least thirty (30) pounds per square foot on all parts of the sign face and structure.

2. Angle irons, chains, wires, supports and braces shall be hidden from public view to the extent technically feasible.

3. All signs shall comply with the construction standards of the most recently adopted edition of the International Code Council building code and the national electric code.

4. Electrical equipment or apparatus causing interference with radio and television reception are prohibited.

5. All signs shall have permanently attached a clearly legible plate identifying the owner of the sign, the person, firm or corporation responsible for erecting the sign and the date of erection.

6. All structures and poles supporting ground signs shall be self-supporting and erected on or permanently anchored to concrete foundations.

7. No signs shall be suspended by chains or other means that could allow lateral movement.

C. Area Computation And Height Limitations:

1. The area of building wall, fascia, or canopy (marquee) sign shall consist of the entire sign area within a single continuous perimeter composed of a square, rectangle or other geometric configuration which encloses the extreme limits of the advertising message announcement or decoration of a sign. When individual letters are used, the sign area shall be determined by the above procedure and shall include all of the blank space, as well as the individual letters, in the square foot area thus determined.

2. The area of the ground mounted sign shall consist of the entire sign area within the single continuous perimeter composed of a square, rectangle or other configuration which encloses the extreme limits of the sign including any supports and embellishments which form an integral part of the display. If the sign consists of more than one section or module, all areas will be totaled. (Ord. O-06-2011, 2-14-2011)

#### 8-6A-9: LOCATION AND PLACEMENT:

A. No sign shall obstruct a fire escape, exit, door or window intended as a means of ingress and egress.

B. No sign shall obstruct an opening required for ventilation.

C. Signs shall maintain clearance from all surface, aboveground and underground utilities and facilities and shall not interfere with drainage.

D. No sign shall interfere with or obstruct the view to or from traffic control devices, intersections, driveways, roadways, sidewalks, alleys or crosswalks.

E. No sign shall interfere with or obstruct the circulation and flow of pedestrian and vehicular traffic.

F. No roof sign shall be placed so as to interfere with movement on or access to a roof.

G. No sign shall project over a public right of way without the prior approval of the city.

H. Sign locations accessible to vehicles shall have a minimum vertical clearance of sixteen feet (16') above grade.

I. Canopy signs and other signs located over pedestrianways shall have a minimum vertical clearance of eight feet (8') above grade.

J. No roof sign shall extend more than ten feet (10') above the highest point of the roof on which it is installed.

K. Signs should comply with the restrictions established in table 1, "Sign Standards By Zoning District", which is attached to the ordinance codified herein and incorporated herein by reference. (Ord. O-06-2011, 2-14-2011)

#### 8-6A-10: PENALTIES:

Any person who violates any provision of this article, or any provision of any rule or regulation adopted pursuant hereto shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) for such violation. Each day's failure to comply with this article and any rule or regulation adopted hereby shall constitute a separate violation. (Ord. O-06-2011, 2-14-2011)

### ARTICLE B. BILLBOARDS

#### SECTION:

8-6B-1: Rules And Definitions

8-6B-2: Billboard Regulations And Restrictions

8-6B-3: Permit Fees And Performance Bonds

8-6B-4: Removal Of Certain Billboards; Costs

8-6B-5: Nonconforming Billboards

8-6B-6: Exemptions From Provisions

8-6B-7: Penalties

#### 8-6B-1: RULES AND DEFINITIONS:

In the interpretation of this article, the rules and definitions contained in this section shall be observed and applied, except when the content clearly indicates otherwise.

##### A. Rules Of Word Construction:

1. Words used in the present tense shall include the future, and the words used in the singular number shall include the plural number and plural the singular.

2. The word "shall" is mandatory and not discretionary.

3. The word "may" is permissive.

4. The word "lot" shall include the words "plat" and "piece" and "parcel".

5. The phrase "used for" shall include the phrases "arranged for", "designed for", "intended for", "maintained for" and "occupied for".

B. Definitions: When used in this article, the following words and terms shall have the meanings ascribed to them in this subsection:

**BILLBOARD:** A board, poster, panel, structure or device of any kind used or intended to be used for advertising or display painted therein or for the affixment, attachment or support of printed posters or other advertising matter consisting of an area more than thirty two (32) square feet and constructed, erected and located on any premises or attached to a wall or placed on a roof of a building or structure not owned or occupied by the person for whose use such billboard is constructed, erected, located or attached and when used for purposes other than advertising the business conducted on such premises or in such building or structures.

**GROUND SIGN OR GROUND BILLBOARD:** A sign or billboard which is supported by one or more uprights or braces in or upon the ground.

**ROOF SIGN OR ROOF BILLBOARD:** A sign or billboard erected, constructed and maintained on or above the roof of any building or structure.

**WALL SIGN OR WALL BILLBOARD:** A sign or billboard affixed or attached directly to the exterior wall of a building or structure and extending not more than ten inches (10") from the exterior wall of the building or structure. (Ord. 0-46-73, 10-23-1973)

#### 8-6B-2: BILLBOARD REGULATIONS AND RESTRICTIONS:

A. Billboards of any size up to twenty feet by eighty feet (20' x 80') maximum <sup>1</sup> approved by the director of health and inspectional services shall be permitted in the B-4, I-1 and I-2 industrial zoning districts west of the Chicago and Northwestern Railroad tracks to the eastern portion of the tri-state tollway right of way and bounded on the north by Grand Avenue and to the city limits on the south. (Ord. 0-03-75, 2-11-1975)

B. Billboards, not to exceed six feet by twelve feet (6' x 12') in size with additional embellishments not to exceed a total of one hundred (100) square feet, shall be permitted in the I-1 limited industrial district north of Lake Street from the Chicago and Northwestern Railway tracks on the west to one-half (1/2) block past Lakewood Avenue on the east.

C. All billboards constructed in the areas defined in subsections A and B of this section are not for graphics applied to a paper surface.

D. It is the intent of the provisions of this section to prohibit graphics pasted on or brushed on to a paper surface. (Ord. O-46-73, 10-23-1973)

Notes

1. See section 8-6B-3 of this article.

8-6B-3: PERMIT FEES AND PERFORMANCE BONDS:

The following schedule of fees and surety bonds shall be required:

Size	Square Footage	Annual Permit Fee Per Single Face	Surety Bond To Be Deposited With The City
Size			
Square Footage			
Annual Permit Fee Per Single Face			
Surety Bond To Be Deposited With The City			
6' x 12'			
72			
\$ 260.00			
\$10,000.00			
(With embellishments not to exceed 100 square feet)			
12' x 24'			
288			
400.00			
10,000.00			
14' x 48'			
672			
660.00			
10,000.00			
15' x 54'			
810			
860.00			
10,000.00			
20' x 60'			
1,200			
1,000.00			
10,000.00			
20' x 80'			
1,600			
1,000.00			
10,000.00			

Late penalty: If an applicant fails to pay the permit fee within thirty (30) days of the billing date, the permit fee shall be assessed an amount equal to one-half (1/2) the permit fee provided in the fee schedule. (Ord. O-21-2004, 12-6-2004)

#### 8-6B-4: REMOVAL OF CERTAIN BILLBOARDS; COSTS <sup>1</sup> :

A. Any billboard now or hereafter existing which no longer advertises a bona fide business or a product sold or is dilapidated or out of repair shall be taken down and removed by the owner, agent or person having the beneficial use of the building, structure or land upon which such a billboard may be found within ten (10) days after written notification from the director of health and inspectional services and upon failure to comply with such notice within the time specified in such order, the director of health and inspectional services is hereby authorized to cause removal of such billboard, and any expense incident thereto shall be paid by the owner of the building, structure or land to which such billboard is attached. In the event such cost and expenses are not paid within ten (10) days from the date of billing, then the costs and expenses incurred for such removal shall be assessed against the real estate upon which such billboard is located.

B. Any billboard not in conformity with the provisions of this article which is constructed after the effective date hereof shall be removed by the owner, agent or person within five (5) days of notice of removal by the director of health and inspectional services by registered mail.

C. In the event that the owner, agent or person of such billboard cannot be ascertained by the director of health and inspectional services, then such notice shall be given to the owner of the real estate upon which billboard is located. In the event that the owner of such real estate does not pay the amount thereof within ten (10) days from the billing, then such cost and expense shall be assessed against the real estate upon which such billboard is located. (Ord. 0-46-73, 10-23-1973)

#### Notes

- <sup>1</sup> 1. See section 4-2-3 of this code for nuisance abatement procedures.

#### 8-6B-5: NONCONFORMING BILLBOARDS:

Every "billboard", as defined by this article, which does not conform to the provisions hereof shall be removed within five (5) years of the effective date hereof. In the event that any billboard is not removed within the time limit herein provided, the director of health and inspectional services may cause the removal thereof forthwith and without any notice to the owner and the cost and expenses incurred in the removal of such billboard shall be assessed against the owner of the real estate upon which the billboard is located and collected by the city. (Ord. 0-46-73, 10-23-1973)

#### 8-6B-6: EXEMPTIONS FROM PROVISIONS:

The following signs shall be exempted from this article: traffic or other municipal signs, legal notices, railroad crossing signs, danger and such temporary emergency or nonadvertising signs, as may be approved by the city council. (Ord. 0-46-73, 10-23-1973)

#### 8-6B-7: PENALTIES:

Any person who shall violate any provision of this article or any provision of any rule or regulation adopted pursuant hereto shall, upon conviction, be punished by a fine of not more than five hundred dollars (\$500.00) for such violation, and each day's failure to comply with any such provision shall constitute a separate violation. (Ord. 0-46-73, 10-23-1973; amd. 1992 Code)

CHAPTER 7  
SWIMMING POOLS  
SECTION:

- 8-7-1: Definitions
- 8-7-2: Compliance With Provisions
- 8-7-3: Permit Requirements
- 8-7-4: Location
- 8-7-5: Design And Construction
- 8-7-6: Recirculation And Filtering
- 8-7-7: Water Supply And Conditioning
- 8-7-8: Electrical Requirements
- 8-7-9: Pool Structures And Apparatus
- 8-7-10: Operation And Maintenance; Safety Precautions
- 8-7-11: Inspections
- 8-7-12: Penalty

8-7-1: DEFINITIONS:

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

PERMANENT POOL: Any private pool that is not removable when not in use.

PRIVATE RESIDENTIAL SWIMMING POOL: A manmade, rigid or semirigid receptacle for water, having a depth at any point of twenty four (24) or more inches, intended for the purpose of swimming, wading or bathing including all appurtenant equipment, constructed, installed and maintained in or above the ground and used for a single-family dwelling unit. This includes portable or temporary type pools of plastic, rubberized cloth or similar materials. Such private residential swimming pool is maintained by an individual primarily for the sole use of his household and guests and not for the purpose of profit or in connection with any business operated for profit.

TEMPORARY POOL: A private pool that is removable when not in use. (Ord. 0-23-79, 11-20-1979)

8-7-2: COMPLIANCE WITH PROVISIONS:

Every private residential swimming pool shall comply with all applicable provisions of this chapter and with the provisions of the building and health ordinances and codes of ~~this~~ The eCity. (Ord. 0-23-79, 11-20-1979)

8-7-3: PERMIT REQUIREMENTS:

A. Permit Required: No person shall construct, install, enlarge, use or alter any private residential swimming pool, whether permanent or temporary, without first having obtained a permit therefor from the ~~e~~City.

B. Application For Permit: Written application for such permit shall be filed with the director of health and inspectional services and shall be accompanied by plans and specifications sufficiently detailed to enable determination of whether the proposed pool complies with the requirements of this Chapter. Manufacturers' instructions and/or specifications are sufficient for temporary pools.

C. Permit Fee: The fee for a permit for the erection or construction of a temporary or permanent swimming pool shall be as provided in Section 3-1A-1 of this Code.

D. Existing Swimming Pools; Permit Renewals: No such permit for an existing pool shall be granted by the Director of Health and Inspectional Services until compliance with this Chapter is demonstrated to his satisfaction. Once such permit is issued, no renewal shall be required for the same pool. In the event such later alterations are contemplated in the construction of a pool for which a permit has been issued, a new permit shall then be required for such alteration. (Ord. 0-23-79, 11-20-79)

#### 8-7-4: LOCATION:

A. Private residential swimming pools shall be permitted only in single-family zoning use districts.

B. No portion of a private residential swimming pool shall be located at a distance less than five feet (5') from any side or rear lot line and shall be at least ten feet (10') from the main building. Pumps, filters and pool water disinfection equipment installations shall be located at a distance not less than eight feet (8') from any side property line. Pools and appurtenant equipment shall not be permitted in the front or side yard between dwellings. (Ord. 0-23-79, 11-20-79)

#### 8-7-5: DESIGN AND CONSTRUCTION:

A. Structural Design: Residential swimming pools hereafter constructed shall be designed to withstand the water pressure from within and to resist the pressure of the earth when empty. The slope of the bottom of any part of a permanent-type, below-grade pool in which the water is less than five feet (5') in depth shall not be more than one foot (1') in each ten feet (10'). The maximum slope where water is five feet (5') or more in depth shall not exceed one foot (1') in two feet (2').

##### B. Construction Materials:

1. Private residential swimming pool walls and floor shall be constructed of any impervious material which will provide a tight tank with white or light colored finished, easily cleaned surfaces. The floor or bottom surface of the pool shall have a nonslip finish as smooth as possible. In the case of permanent pools below grade, the side and end walls of such pool shall present a smooth finish and shall be vertical to a depth of at least six feet (6') or shall have a slope or curvature meeting one of the following conditions:

a. The pool wall may be vertical for thirty inches (30") from the water level below which the wall may be curved to the bottom with a radius at any point equal to the difference between the depth, at that point, and thirty inches (30").

b. To a depth of six feet (6'), except as in 1a above, the wall slope shall not be less than one foot (1') horizontal and six feet (6') vertical.

2. Permanent, below-grade pool walls that are to be lined with a plastic line shall be constructed of masonry or reinforced concrete. (Ord. 0-23-79, 11-20-79)

#### 8-7-6: RECIRCULATION AND FILTERING:

A. Recirculation Required: All private residential swimming pools shall be of the recirculation type in which circulation of the water is maintained through the pool by pumps, the water drawn from the pool being filtered, clarified and disinfected before being

returned to the pool. Such pumps and recirculating equipment must have underwriters laboratory approval.

**B. Recirculation System and Appurtenances:**

1. Every private residential pool shall be equipped with a water recirculation system. The recirculation system shall consist of pumping equipment; a hair and lint catcher; when required, rapid pressure filters, together with all necessary pipe connections to the pool inlets and outlets and/or backwashing the filters; and equipment for disinfecting the pool water.

2. The recirculation pump and filter tank and surface area shall be sufficient to achieve the minimum turnover, filtration and backwashing rates required by this Code.

3. There shall be one turnover of the entire contents of the pool every two (2) hours or less at a filtration rate of not more than three (3) gallons per square foot of filter area per minute.

4. A hair and lint catcher shall be installed on the suction side of the recirculation pump to prevent hair, lint and other extraneous matter from reaching the pump and filters. The hair and lint catcher shall be so designed that it can be easily dismantled for cleaning and inspection and shall be so located as to be easily accessible for cleaning.

5. The filters, other than the disposal type, shall be backwashed at regular intervals at a minimum rate of ten (10) gallons per square foot of filter area per minute or at the manufacturer's recommended backwash flow rate, whichever is greater. The backwash cycle shall be continued until the backwash water is clear. All backwash water and effluents shall be discharged to the storm sewer through an indirect connection.

C. Inlets: Private residential swimming pool water recirculation system inlet shall be located so as to produce, so far as possible, uniform circulation of water throughout the pool without the existence of dead spots and to carry pool bottom deposits to the outlets and shall discharge at a minimum depth of ten inches (10") below the pool overflow level.

**D. Outlets:**

1. In private residential swimming pools, water circulation system outlets shall be located so as to provide at least one outlet at the deepest point of the pool.

2. All pool drain outlets on a permanent pool shall be equipped with gratings.

3. Pools shall be equipped with facilities for completely emptying the pool.

4. No water shall be discharged into the sanitary sewer. Water drained from the pool shall be discharged to the storm sewer during periods of rain or storms. At no time shall the rate of drain water discharge exceed a flow of two hundred fifty (250) gallons per minute. (Ord. 0-23-79, 11-20-79)

**8-7-7: WATER SUPPLY AND CONDITIONING:**

A. The water supply must conform to City health standards.

B. Equipment shall be provided for the disinfection of all pool water. Any disinfection method using materials other than chlorine compounds shall be subject to the approval of the health officer. Disinfection equipment installed for the use of chlorine compounds shall have sufficient capacity to maintain a minimum free chlorine residual of five-tenths (0.5) parts per million. The disinfectant shall be introduced into the recirculation system ahead of the filters.

A test kit with permanent color standards shall be provided at every private pool and shall be used at frequent intervals to check on the adequacy of the chlorine treatment.

C. Gaseous chlorination systems shall not be made use of as a disinfection method for pool water. (Ord. 0-23-79, 11-20-79)

#### 8-7-8: ELECTRICAL REQUIREMENTS:

All electrical installations provided for, installed and used in conjunction with private residential swimming pools shall be in conformance with the National Electrical Code. [1](#) (Ord. 0-23-79, 11-20-79)

#### Notes

- [1](#) 1. See Section 8-1C-1 of this Title.

#### 8-7-9: POOL STRUCTURES AND APPARATUS:

##### A. Steps or Ladders:

1. Means of ingress and egress in the form of steps or ladders shall be provided for all private residential swimming pools. At least one such means of ingress and egress shall be located on a side of the pool.

2. Steps and ladders shall have a handrail on both sides.

3. For aboveground-type pools, whether temporary or permanent, removable ladders or steps or devices used for entering the pool must be removed to a minimum distance of five feet (5') from the pool when the pool is not being used. Nonremovable steps or ladders shall be secured against entry by gate or other device.

B. Diving Board: Where a swimming pool has a diving board or diving apparatus for the purpose of diving into the pool, there shall be a clear area of not less than eight foot (8') radius ahead of the furthestmost projection of the diving board.

C. Fence: Every person in possession of land within the City, either as owner, purchaser under contract, lessee, tenant or license, upon which is situated a private residential swimming pool, shall at all times maintain on the lot or premises upon which such pool is located and completely surrounding such pool, a fence or other structure to prevent small children from inadvertently wandering into the pool. Such fence or other structure shall conform with the ordinances of the City relating to fence height requirements [1](#) with no gaps or apertures (other than doors or gates) more than four inches (4") square. All gates or doors opening through such enclosure shall be equipped with a self-closing and self-latching device designed to keep and capable of keeping such door or gate securely closed and locked at all times when not in actual use to prevent small children from opening said door or gate; provided, that the door of any dwelling and forming any part of the enclosure hereinabove required need not be so equipped.

D. Walks: Unobstructed walk areas not less than thirty six inches (36") wide shall be provided to extend entirely around the pool. (Ord. 0-23-79, 11-20-79)

#### Notes

- [1](#) 2. See Section 8-5-1 of this Code.

#### 8-7-10: OPERATION AND MAINTENANCE; SAFETY PRECAUTIONS:

A. Lighting: Adequate lighting must be provided at night, lighting to be such as not to interfere with or violate the privacy of adjoining property.

B. Protective Cover: A suitable substantial protective cover shall be provided and installed over all outdoor private residential swimming pool surfaces when not being used, if no fence is provided around periphery of the pool. Such cover shall be of suitable material sufficiently strong when pulled taut to sustain the weight of at least one hundred (100) pounds and shall be securely attached to the outer side of the pool when same is unattended or not in use.

C. Buoyant Objects: Every private residential swimming pool shall be equipped with one or more buoyant objects.

D. Sanitary Condition: Every pool shall be so designed and constructed as to facilitate cleaning and shall be maintained and operated in such a manner as to be clean and sanitary at all times.

E. Nuisance or Dangerous Conditions: No private residential swimming pool shall be used, kept, maintained or operated in the City if such use, keeping, maintaining or operating shall be the occasion of any nuisance or shall be dangerous to life or detrimental to health.

F. Lifeguard Required: An adult or any person under the age of eighteen (18) years who is a certified lifeguard shall be present at all times that private residential swimming pools are in use. (Ord. 0-23-79, 11-20-79)

#### 8-7-11: INSPECTIONS:

The ~~Director of Health and Inspectional Services~~Building Department, periodically, shall inspect all private residential swimming pools to determine whether or not the provisions of this Code and other ordinances of the City regarding health, sanitation and safety applicable thereto are being complied with. For this purpose, he is hereby authorized to enter upon any premises in the City to investigate the existence of a swimming pool and to determine whether or not any such pool complies with the requirements of this Code. (Ord. 0-23-79, 11-20-79)

#### 8-7-12: PENALTY:

Any person violating any provisions of this Chapter, upon conviction, shall be fined as provided in Section 1-4-1 of this Code. (1992 Code)

### CHAPTER 8

#### ACCESSORY BUILDINGS

##### SECTION:

#### 8-8-1: Accessory Buildings

##### 8-8-1: ACCESSORY BUILDINGS:

A. Requirements: The following building requirements shall apply to the construction of accessory buildings:

1. No wall of an accessory building shall exceed fifteen feet (15') in length with the total square footage of floor not to exceed one hundred twenty feet (120') in area.
2. The uppermost part of the roof of an accessory building shall not exceed ten feet (10') in height.
3. No walls of an accessory building may be attached to an existing wall of another building.
4. No common walls shall exist between an accessory building and another building.

5. No accessory building shall be located in any front yard or nearer than three feet (3') from the rear or side lot lines or within any utility easement.

6. No accessory building shall be located less than ten feet (10') from the principal building on the lot.

7. Accessory buildings shall be placed on a pad constructed of solid wood, gravel or concrete. The base of the accessory building shall be flush against the pad.

8. No accessory building shall be built in any utility or other easement without the prior written permission of beneficiary of such easement.

**B. Approval; Inspections; Fee For Permit:**

1. An inspection is required prior to construction of an accessory building and a final inspection is required after the accessory building's completion.

2. The fee for a building permit shall be ten dollars (\$10.00) when the accessory building is being constructed by the property owner and twenty-five dollars (\$25.00) when the accessory building is being constructed by a contractor.

**C. Restrictions:** No accessory building shall be used for the parking or storage of any licensed motor vehicle.

**D. Limitations:** On lots of record in a residentially zoned area no more than two (2) accessory buildings may be located on a lot containing at least seven thousand (7,000) square feet of area. No more than one accessory building may be located on a lot of record containing less than seven thousand (7,000) square feet of area. (Ord. 0-23-98, 5-18-1998; amd. Ord. 0-19-2018, 8-13-2018; Ord. 0-21-2020, 8-17-2020; Ord. 0-05-2022, 3-21-2022)

## CHAPTER 9

### MULTI-FAMILY RENTAL UNITS <sup>1</sup>

#### SECTION:

8-9-1: Definitions

8-9-2: License Requirements

8-9-3: License Application

8-9-4: Inspection By City

8-9-5: Certificate Of Occupancy

8-9-6: Revocation Or Denial Of License Or Certificate Of Occupancy

#### Notes

<sup>1</sup> 1. See also chapter 13 of this title.

#### 8-9-1: DEFINITIONS:

For the purposes of this chapter, the following definitions shall apply:

**BUILDING OFFICIAL:** The person designated by the eCity as being responsible for the enforcement of this chapter.

**MULTI-FAMILY DWELLING STRUCTURE:** A dwelling structure containing three (3) or more dwelling units. (Ord. 0-19-98, 4-20-1998)

#### 8-9-2: LICENSE REQUIREMENTS:

**A.** No dwelling structure shall be operated as a rental multi-family dwelling structure unless the owner or landlord of such structure holds a current, unrevoked license issued by the city, in his or its name for the specific multi-family dwelling structure.

B. Every license shall be issued for a period of one year from its date of issuance unless sooner revoked, and may be renewed for successive annual periods.

C. No license shall be issued or renewed unless the owner or manager has first made application therefor on an application form provided by the city. Initial application for a license shall be filed with the city within thirty (30) days after the effective date of this chapter. The city's building official shall organize and schedule the timing of the inspection on an annual basis that allows for the continual inspections over the year.

D. The ~~city's building official~~ **Building Department** is hereby authorized to investigate and to issue licenses and renewals in the names of applicant owners or managers of multi-family dwelling structures. No license shall be issued unless the multi-family dwelling structure in connection with which the license is sought, is found after inspection by the building official or his designee, to meet the applicable requirements of this code. Each applicant shall be notified by the city in advance of the date and time of such inspection. (Ord. 0-19-98, 4-20-1998)

E. No license shall be issued or renewed unless the completed application form is accompanied by payment of an annual license fee. The annual fee for licenses for multi-family dwellings shall be twenty five dollars (\$25.00) per dwelling unit. No inspection fee shall be charged for any owner occupied unit. (Ord. 0-26-2004, 12-6-2004)

F. No license shall be issued or renewed unless the applicant has first designated an agent for the receipt of service of complaints for violation of the provisions of any of the city's codes, and for service of process for all notices, complaints and lawsuits that may be filed in connection with the dwelling. Such designation shall be made in writing and shall accompany each application form.

G. An application for renewal of a license shall be made thirty (30) days prior to the expiration of the present license.

H. Each license shall be displayed in a conspicuous place within the common area of the multi-family dwelling. Every person holding a license shall give notice in writing to the city's designated building official within five (5) days after having transferred or otherwise disposed of the legal control of any registered multi-family dwelling. Such notice shall include the name and address of the person or persons succeeding to the ownership or control of such multi-family dwelling. (Ord. 0-19-98, 4-20-1998)

#### 8-9-3: LICENSE APPLICATION:

A. Each applicant for a license to maintain a multi-family dwelling structure shall file a written application with the city stating:

1. The full legal name, address and home and work telephone numbers of each and every legal and beneficial owner.
2. The address of the multi-family dwelling.
3. The number of dwelling units within the structure.
4. In the case of an owner who is not a resident of the city, then either:
  - a. The name, address and phone number of an agent within the city with authority to accept service of any notice or summons; or
  - b. A statement by the owner that service by regular mail upon the owner at the address stated in the application will be considered sufficient service for all purposes.

B. All license fees shall be due and payable at the time the license application is filed. All licenses shall expire on the first annual anniversary, next after the date of issue. (Ord. O-19-98, 4-20-1998)

C. Each license application shall be accompanied by a fee of twenty five dollars (\$25.00) per unit for multi-family dwelling. If an application for a renewal of an existing license is received after the expiration of the existing license, the license fee shall be increased to fifty dollars (\$50.00) per unit.

Fee includes inspection and one reinspection. If more than one reinspection per unit is required the fee for each reinspection shall increase by twenty five dollars (\$25.00) per inspection per unit. (Ord. O-26-2004, 12-6-2004)

D. Whenever there is a change in the ownership of a multi-family dwelling or a change in the owner's manager, the owner shall, within fifteen (15) days of such change, file a written notice with the city indicating such change.

E. Application for license renewal shall be made in the same manner as a new application except that the application shall state that it is for renewal. (Ord. O-19-98, 4-20-1998)

#### 8-9-4: INSPECTION BY CITY:

A. Each multi-family rental building, and each dwelling unit within the building shall be subject to inspection for compliance with all applicable regulations. A license shall be denied if the property has been inspected and is not in compliance with this code. In such a case, the licensee may apply for a conditional license.

B. Initial and subsequent annual licensing inspections shall include the building exterior, common areas, basement and of the individual dwelling units.

C. The owner as designated agent will be given at least thirty (30) days' notice by regular mail prior to any inspection being conducted. Upon receipt of the notice of inspection, the owner shall notify the tenant, on a form provided by the city, of the date and time of the inspection by either placing the completed form under or on the door of the dwelling unit at least seventy two (72) hours prior to the inspection. The form shall contain a certification that the owner has served the notice as set forth in this subsection. Each notice shall inform the owner and occupant of their right to refuse to consent to the inspection and to require the city to obtain an administrative search warrant.

D. If any owner, manager, tenant or other person in control of a multi-family rental residential structure or dwelling unit fails or refuses to consent to free access and entry to the property or dwelling unit for any inspection pursuant to this chapter, the building official may apply to the circuit court for an administrative warrant or other appropriate court order authorizing such inspection. Such an application shall not be a waiver of the city's right to seek other remedies pursuant to this chapter.

E. When a licensing inspection reveals any violation, a time period for compliance shall be set by the building official in accordance with city property maintenance code. The ~~code official~~Building Department shall send notice of the violations and the compliance period to the property owner or the listed property agent by regular U.S. mail at the address provided on the most recent license application. The notice shall include the following:

1. Identification of the property.
2. A statement listing the violations and applicable codes sections.
3. The time period for compliance.

4. An explanation that if all violations have not been corrected within the compliance time period the license is subject to revocation and nonrenewal.

F. A licensing reinspection will be conducted at the request of the owner or the owners.

G. The building official shall, prior to entering an occupied apartment, give the owner or manager a reasonable opportunity to be present during the inspection. Unless otherwise specified in a court order or warrant, the building official will not inspect or search any personal property of the occupant. The building official, while performing the duties of office, will otherwise fully consider the privacy and dignity of the occupant and will not enter or open closets, medicine cabinets or the other closed cabinets or lockers unless the inspector has reasonable grounds to believe that to do so would establish evidence of code violations. If a resident desires to be present for an inspection and it would result in an unusual hardship for that resident to be present during regular eCity business hours, the building official shall attempt to conduct the inspection at a time reasonably convenient to the resident. (Ord. 0-19-98, 4-20-1998)

#### 8-9-5: CERTIFICATE OF OCCUPANCY:

A. It shall be unlawful for the owner or landlord of any multi-family building to lease a dwelling unit contained therein without having first tendered to the lessee a valid license for the dwelling. (Ord. 0-19-98, 4-20-1998)

B. (Rep. by Ord. 0-46-98, 9-21-1998)

C. Where no consent has been given to enter or inspect any property, no entry or inspection shall be made without the procurement of a warrant from the eCircuit eCourt of Cook County. The court may consider any of the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall issue:

1. Eyewitness account of violation.
2. Citizen complaints.
3. Tenant complaints.
4. Plain view violations.
5. Violations apparent from city records.
6. Property deterioration.
7. Age of property.
8. Nature of alleged violation.
9. Similar properties in the area.
10. Documented violations of similar properties in the area.
11. Passage of time since last inspection.
12. Previous violation on the property.

Cause of issuance of a warrant shall be deemed to exist in light of reasonable legislative and administrative standards which show that there is reason to believe that a condition of nonconformity exists with respect to a particular property in violation of a city ordinance.

D. The city does not guarantee the condition of any property which is the subject matter of this chapter, and the city is not responsible for any claims arising out of the subject property or the condition thereof. (Ord. 0-19-98, 4-20-1998)

#### 8-9-6: REVOCATION OR DENIAL OF LICENSE OR CERTIFICATE OF OCCUPANCY:

A. Whenever, upon inspection of a multi-family dwelling for an initial license or renewal of a license under the provisions of this section, the building official finds that conditions or

practices exist which are in violation of the provisions of this chapter, or of any applicable provisions of this code, or of any applicable rules or regulations pursuant thereto, the building official shall serve the owner or operator with notice of such violation or violations. Such notice shall state that unless the violations cited are corrected within a reasonable time of not less than seven (7) days, except for emergency situations, the license may be suspended.

B. At the end of the time the building official has allowed for correction of any violation cited, the building official shall reinspect the multi-family dwelling and if he determines that such conditions have not been corrected, he may issue an order suspending the license to take effect five (5) days following service upon the landlord unless, in the interim, the owner or manager requests, in writing, a hearing.

C. Any person whose license for a multi-family dwelling is subject to suspension pursuant to a suspension order shall be entitled to a hearing on the suspension action by filing with the City Clerk, a written request for a hearing by the mayor within five (5) business days following the receipt of the suspension order. Upon receipt of said request, a hearing shall be scheduled to be held by the mayor at a date not more than ten (10) business days thereafter. Upon completion of the hearing, the mayor may either:

1. Confirm the suspension; or
2. Suspend the suspension and allow additional compliance time; or
3. Rescind the suspension.

D. If no petition for reconsideration of a suspension order is filed as provided in subsection C of this section, then the suspension order is filed as provided in this section, then the suspension order shall remain in effect until the violations in question have been corrected, as determined by the building official upon inspection of the structure.

E. In the event a license is suspended, and such suspension is affirmed after hearing, if any, during the period of suspension:

1. No existing rental agreement shall be renewed and no new rental agreement shall be entered into with respect to any unit located within the dwelling.

2. The city shall have the right to seek enforcement of any other applicable law. (Ord. O-19-98, 4-20-1998)

## CHAPTER 10

### TRAMPOLINES

#### SECTION:

8-10-1: Definitions

8-10-2: Compliance With Provisions

8-10-3: Permit Requirements

8-10-4: Location

8-10-5: Fences

8-10-6: Inspections

8-10-7: Penalties

#### 8-10-1: DEFINITIONS:

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

**TRAMPOLINE:** A sheet of strong, taut canvas, or other similar material attached with springs to a metal frame and used for acrobatic tumbling or other similar activities. (Ord. O-07-2002, 2-4-2002)

**8-10-2: COMPLIANCE WITH PROVISIONS:**

Every private residential trampoline shall comply with all applicable provisions of this chapter and with the provisions of the building and health ordinances and codes of the city. (Ord. O-07-2002, 2-4-2002)

**8-10-3: PERMIT REQUIREMENTS:**

A. Permit Required: No person shall construct, install, enlarge, use or alter any trampoline, whether permanent or temporary, without first having obtained a permit therefor from the city. All existing trampolines shall be permitted within sixty (60) days of the effective date hereof.

B. Application For Permit: Written application for such permit shall be filed with the director of health and inspectional services and shall be accompanied by plans and specifications sufficiently detailed to enable determination of whether the proposed trampoline complies with the requirements of this chapter.

C. Permit Fee: The fee for a permit for the construction of a trampoline shall be ten dollars (\$10.00). (Ord. O-07-2002, 2-4-2002)

**8-10-4: LOCATION:**

A. Trampolines shall be permitted only in single-family zoning use districts.

B. No portion of a trampoline shall be located at a distance less than five feet (5') from any side or rear lot and shall be at least ten feet (10') from the main building. Trampolines shall not be permitted in the front or side yard between dwellings.

C. No trampoline shall be located under an electric line, telephone line or any other utility line. (Ord. O-07-2002, 2-4-2002)

**8-10-5: FENCES:**

Every person in possession of land within the city, either as owner, purchaser under contract, lessee, tenant or licensee, upon which is situated a trampoline shall at all times maintain on the lot or premises upon which such trampoline is located a fence completely surrounding such. Such fence or other structure shall conform with the ordinances of the city relating to fence height requirements with no gaps or apertures (other than doors or gates) more than four inches (4") square. All gates or doors opening through such enclosure shall be equipped with a self closing and self latching device designed to keep and capable of keeping such door or gate securely closed and locked at all times when not in actual use to prevent small children from opening said door or gate; provided, that the door of any dwelling and forming any part of the enclosure herein above required need not be so equipped. (Ord. O-07-2002, 2-4-2002)

**8-10-6: INSPECTIONS:**

The director of public health and inspection services, periodically, shall inspect all trampolines to determine whether the provisions of this code and other ordinances of the City regarding health, sanitation and safety applicable thereto are being complied with.

For this purpose, the director is hereby authorized to enter upon any premises in the eCity to investigate the existence of a trampoline and to determine whether or not any such trampoline complies with the requirements of this code. (Ord. 0-07-2002, 2-4-2002)

#### 8-10-7: PENALTIES:

Any person violating any provisions of this chapter, upon conviction, shall be fined as provided in section 1-4-1 of this code. (Ord. 0-07-2002, 2-4-2002)

### CHAPTER 11

#### TENTS

##### SECTION:

##### 8-11-1: General Requirements

##### 8-11-2: Definitions

##### 8-11-3: Time Limitations

##### 8-11-4: Storage

##### 8-11-5: Location

#### 8-11-1: GENERAL REQUIREMENTS:

Every tent hereafter erected shall comply with the provisions of this chapter. (Ord. 0-16-2002, 12-16-2002)

#### 8-11-2: DEFINITIONS:

For the purposes of this chapter a "tent" is defined as a portable structure, including sunscreens, with or without walls of canvas or other like material, covered with similar materials, and supported by poles, stakes and ropes. (Ord. 0-16-2002, 12-16-2002)

#### 8-11-3: TIME LIMITATIONS:

No tent shall be erected in a front yard of a lot of record with an R (residential) zoning classification for more than fourteen (14) consecutive days from May 1 – September 30. Tents located in other than the front yard of a lot of record with an R (residential) zoning classification may be erected between May 1 and September 30. Tents may be located on any lot of record with a B (business) zoning classification between May 1 and October 31. (Ord. 0-20-2012, 7-9-2012)

#### 8-11-4: STORAGE:

Any vehicle stored under a car cover must display current license plates ~~and a city vehicle sticker~~. (Ord. 0-16-2002, 12-16-2002)

#### 8-11-5: LOCATION:

All tents must be located at least fifteen feet (15') behind the front lot line of the lot where the tent is erected. (Ord. 0-16-2002, 12-16-2002)

### CHAPTER 12

#### REAL ESTATE TRANSFER INSPECTION AND STAMP

##### SECTION:

##### 8-12-1: Inspection And Transfer Stamp Requirement

##### 8-12-2: Inspection Fees

##### 8-12-3: Temporary Certificate Of Occupancy Requirement

8-12-4: Uninhabitable Unit Or Structure

8-12-5: Penalty

8-12-6: Disclaimer

**8-12-1: INSPECTION AND TRANSFER STAMP REQUIREMENT:**

A. Compliance: Except as otherwise provided herein, no owner, agent, or person in charge of a single- or multi-family residential unit or structure or a commercial or industrial unit or structure shall sell, convey, quitclaim, trade or otherwise transfer same unless said unit or structure shall have been inspected and determined to be in compliance with all of the provisions of this code, as evidenced by an inspection and transfer stamp issued by the eCity eClerk.

B. Title Insurance Reports: Except as otherwise provided herein, the requirement of inspection, obtaining the inspection and transfer stamp, and payment of inspection fees shall be mandatory on all transfers of ownership of or beneficial interest in all single- or multi-family residential dwelling units or structures or commercial or industrial units or structures within the city. This requirement shall be further reflected on all real estate title insurance reports conducted precedent to the transfer of ownership to give public notice of the mandatory inspection and issuance of the inspection and transfer stamp. Copies of the ordinance codified herein shall be sent to all title insurance companies with notice that a mandatory inspection and inspection and transfer stamp is required on any transfer of ownership of real estate in the city.

C. Application For Inspection And Transfer Stamp: Any owner of a single- or multi-family residential dwelling unit or structure or a commercial or industrial unit or structure located within the city shall file an application for an inspection and transfer stamp with the eCity not less than twenty one (21) days prior to any proposed sale, assignment or other transfer of any legal or beneficial interest of said real estate. There shall be no application fee for the transfer stamp. The fee for inspection is set forth in subsection 8-2-4D of this title.

D. Appointed Time Of Inspection: Upon request of the owner, agent or other person authorized to sell a dwelling or a structure used as a single- or multi-family residential dwelling unit or structure or a commercial or industrial unit or structure (hereinafter referred to as "applicant"), an inspector in the building department will be available at an appointed time within ten (10) working days as mutually agreed upon with the applicant to inspect such dwelling, or structure. The term "ten (10) working days" in this instance shall mean any ten (10) business days from the date the application is received by the eCity, during regular business hours.

E. Issuance: If such inspection establishes that the dwelling or the structure used as a single- or multi-family residential dwelling unit or structure or a commercial or industrial unit or structure complies with the provisions of this code, then the city shall issue an inspection and transfer stamp, provided all outstanding taxes, charges and/or fines owed to the eCity are paid in full for said unit or structure. Outstanding amounts due to the eCity shall include charges due for water and sewer services as a result of a final meter reading taken prior to the transfer of the property. Final meter readings must be scheduled by the owner of the property prior to the date of closing. The inspection and transfer stamp shall indicate the date of inspection; and that such dwelling complies with the requirements of this code. It shall be mandatory, prior to the sale or transfer of any real estate within the

city limits of the eCity, that a transfer stamp be secured. A record of all inspection and transfer stamps shall be kept on file in the office of the building department and copies of the inspection reports shall be furnished, upon request, to any person having an interest or tenancy interest in the unit or structure affected by this chapter. There shall be no fee for the issuance of the transfer stamp.

F. Inspection Report: Said inspection shall be governed by the then current inspection procedure and the resulting reports prepared by the inspectors in the building department shall be placed on file in the eCity-eClerk's office.

G. Refusal To Consent; Warrant Procedures: If the owner or occupant does not consent to the proposed inspection, the bBuilding dDepartment may appear before any judge in the eCircuit eCourt of Cook County and seek an administrative search warrant to allow an inspection. Any such application shall be made within fourteen (14) calendar days after the owner's nonconsent. The application for the warrant shall specify the basis upon which the warrant is being sought and shall include a statement that the inspection will be limited to a determination whether there are violations of the building code, and whether there have been any illegal conversions of the building to increase the number of individual dwelling units in violation of the ~~building code (this title) or the zoning code (title 10 of this code)~~ City Code. The court may consider any of the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall be issued:

1. Eyewitness account of violation;
2. Citizen complaints;
3. Tenant complaints;
4. Plain view violations;
5. Violations apparent from city records;
6. Property deterioration;
7. Age of property;
8. Nature of alleged violation;
9. Condition of similar properties in the area;
10. Documented violations on similar properties in the area;
11. Passage of time since last inspection;
12. Previous violations on the property.

H. Uninspected Property; Transfer Stamps: In the event the owner or occupant refuses to consent to an inspection, and the eCity does not seek a warrant (or if court refuses an application for the warrant), the building department shall notify the eCity eClerk that "uninspected property" transfer stamps may be issued. In connection with the issuance of transfer stamps, the eCity eClerk shall advise the purchaser of such property that is "uninspected property".

I. Payment Of Current Water Bills; Predeprivation Hearing: The seller must pay the current water bill and other fees owed by the seller to the city prior to the issuance of transfer stamps. In the event the owner disputes any such obligation (or any portion thereof), the office of eCity eClerk shall promptly provide the owner with a predeprivation due process hearing consistent with the principles enunciated in Memphis Light, Gas & Water Division v. Craft, 436 U.S. 1 (1978). The eCity eClerk's office shall provide the hearing within five (5) business days of a request. If the owner disputes the city's determination as to liability, the owner may pay said bill under protest, and may pursue any remedies available to said seller to recover the claimed overcharge. (Ord. O-25-2007, 7-16-2007)

#### 8-12-2: INSPECTION FEES:

A. The application fees for inspections are set forth in subsection 8-2-4D of this title. No inspection and transfer stamp shall be issued without the inspection payment first being received by the eCity, and only then upon being granted a final certificate of occupancy, or except as provided for in section 8-12-3 of this chapter. (Ord. 0-25-2007, 7-16-2007)

#### 8-12-3: TEMPORARY CERTIFICATE OF OCCUPANCY REQUIREMENT:

A. If such inspection establishes that a single- or multi-family residential dwelling unit or structure or a commercial or industrial unit or structure does not comply with the provisions of this code, the City may issue an inspection and transfer stamp and temporary certificate of occupancy for a period not to exceed six (6) months. In no event shall the eCity issue an inspection and transfer stamp and/or a temporary certificate of occupancy if it determines that there exists unsafe or life threatening conditions or that the unit or structure of occupancy, the buyer(s) must execute a checklist of required repairs, indicating that he/they understand what is required of them, prior to closing and make arrangements with the city for the required deposit. The city will then issue the inspection and transfer stamp and a temporary occupancy permit.

B. The eCity may extend a temporary certificate of occupancy for an additional period of up to six (6) months provided that this new owner, agent or person in charge of such unit or structure has completed or corrected fifty percent (50%) or more of all repairs required by the city.

C. In the event the required corrections are not made by the new owner, agent or person in charge within the time specified by the eCity, such parties shall be subject to a fine as provided in section 8-12-5 of this chapter. (Ord. 0-25-2007, 7-16-2007)

#### 8-12-4: UNINHABITABLE UNIT OR STRUCTURE:

If such inspection establishes that the single- or multi-family residential dwelling unit or structure or commercial or industrial unit or structure is uninhabitable, the eCity shall post such structure "No Occupancy". Said posting shall remain until sufficient repairs are made to grant a temporary occupancy permit. No inspection and transfer stamp will be issued until such time that said posting is removed by the city, and a temporary occupancy permit is granted. (Ord. 0-25-2007, 7-16-2007)

#### 8-12-5: PENALTY:

A. Any person found guilty of violating, disobeying or opposing the enforcement of any other provisions of this chapter upon conviction thereof shall be fined not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) per violation. Each day the violation exists shall constitute a separate offense.

B. In addition to the foregoing penalties, the city may also institute a civil action against the violator to compel compliance with this chapter. In the event civil action is necessary, then the city may recover reasonable attorney fees and court costs from the violator. (Ord. 0-25-2007, 7-16-2007)

#### 8-12-6: DISCLAIMER:

A. The city does not warrant the condition of any property inspected and shall not be responsible for any claims arising out of the property or the condition thereof. The city does not warrant that all deficiencies are listed in the inspection report and does not warrant anything as to the condition of the property or the liability thereof.

B. The issuance of an inspection and transfer stamp and/or temporary certificate of occupancy shall not operate as a waiver of any right of the city to prosecute an owner or occupant of any real estate for any violation of any city ordinance. (Ord. 0-25-2007, 7-16-2007)

## CHAPTER 13

### RESIDENTIAL RENTAL LICENSING REQUIREMENTS 1

#### SECTION:

8-13-1: Seminar Attendance

8-13-2: Property Manager Required To Attend Seminar

8-13-3: Building Department To Obtain List Of Attendees

8-13-4: Crime Free Lease Addendum

8-13-5: Penalty

#### Notes

1. See also chapter 9 of this title.

#### 8-13-1: SEMINAR ATTENDANCE:

A. The owner of any property, which is being rented out for residential purposes shall attend and complete a city of Northlake crime free multi-housing program seminar. The owner, agent or designee shall attend the seminar prior to obtaining or being issued a city of Northlake residential operator license. Any current license holders shall have until August 31, 2006, to attend the city of Northlake crime free multi-housing program seminar.

B. In the event a city of Northlake crime free multi-housing program seminar is not available prior to obtaining the operating license, a conditional license may be issued subject to the owner, agent or designee attending the city of Northlake crime free multi-housing program seminar within three (3) months of issuance of the license. In the event that a seminar is not attended within three (3) months, the license shall be void without any need of further action. After the seminar is attended the license shall be issued for the balance of the year.

C. Any owner, agent or designee may be required to reattend the city of Northlake crime free multi-housing program seminar after two (2) years if the crime free multi-housing coordinator recommends reattendance to the mayor, and the mayor or his designee concur in said recommendation. The mayor, in determining whether or not to have the person reattend the crime free multi-housing program seminar shall consider the following:

1. If the property rented by the owner is close to becoming a nuisance residential rental property as defined in subsection 4-2-2G of this code; or
2. Criminal activity is occurring on the premises and the landlord has failed to initiate eviction proceedings. (Ord. 0-06-2006, 3-6-2006)

#### 8-13-2: PROPERTY MANAGER REQUIRED TO ATTEND SEMINAR:

A property manager shall be considered an agent of the owner. If a new manager is hired, the new manager shall have three (3) months after hiring to attend the city of Northlake crime free multi-housing program seminar. (Ord. 0-06-2006, 3-6-2006)

**8-13-3: BUILDING DEPARTMENT TO OBTAIN LIST OF ATTENDEES:**

The crime free multi-housing coordinator, as designated by the chief of police of the city of Northlake, shall provide the building department with a list of owners, agents and/or designees who have attended the city of Northlake crime free multi-housing program seminar, with the date of attendance and verification that the owner, agent or designee has complied with this chapter and is eligible to obtain, maintain or renew the operating license. (Ord. 0-06-2006, 3-6-2006)

**8-13-4: CRIME FREE LEASE ADDENDUM:**

Any owner, agent or designee of residential rental property is required to utilize a crime free lease addendum or have a clause in the lease similar to a crime free lease addendum for any leases executed after August 31, 2006. The crime free multi-housing coordinator shall provide at no cost samples of the crime free lease addendum and shall review any clauses within actual leases with the city legal department to determine if the clause is similar to the crime free lease addendum. The clause is to make criminal activity (not limited to violent criminal activity or drug related criminal activity engaged by, facilitated by or permitted by the renter, member of the household, guest or other party under the control of the renter) a lease violation. The landlord shall have authority under that clause to initiate an eviction proceeding as specified in the Illinois Compiled Statutes forcible entry and detainer statutes. Proof of criminal violation shall be by a preponderance of the evidence. (Ord. 0-06-2006, 3-6-2006)

**8-13-5: PENALTY:**

Any person firm, corporation, trust or other entity violating any provisions of this chapter, shall, upon conviction, be fined a sum not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00) for each offense. Each day a violation **persists exists** shall be deemed a separate offense. (Ord. 0-06-2006, 3-6-2006)

**CHAPTER 14  
PORTABLE STORAGE UNITS**

**SECTION:**

**8-14-1: Definitions**

**8-14-2: Regulations**

**8-14-3: Penalties**

**8-14-1: DEFINITIONS:**

For purposes of this chapter a "portable storage unit" is defined as an enclosed container that is delivered to a private property and is normally used for the short term storage of items and materials associated with a move into or from the principal use of the property. (Ord. 0-17-2009, 6-1-2009)

#### 8-14-2: REGULATIONS:

The following regulations shall apply to the use of portable storage units in all residentially zoned property:

A. No more than one portable storage unit shall be permitted on a lot of record (hereinafter "property") except that an additional portable storage unit may be located on a property when it is used to store building supplies for a construction or remodeling project on the property for which a permit has been issued by the city.

B. Stacking of portable storage units is prohibited.

C. Any property where a portable storage unit is located must be occupied by a principal use or dwelling.

D. No portable storage unit may remain on a property for more than thirty (30) consecutive days. An additional fifteen (15) day period may be approved by the building department for cause. Special circumstances allowing for longer periods of time may be determined by the building department on a case by case basis. It shall be illegal for the owner of a property or the owner of the portable storage unit to allow a portable storage unit to remain on a property for a period of time in excess of what is allowed by this subsection.

E. A portable storage unit shall not exceed sixteen feet (16') in length.

F. Portable storage units shall be placed on the driveway or other paved surface on the property and shall not be placed on public property or in a manner that obstructs traffic visibility.

G. No electrical cords or electrical service of any kind shall be extended to any portable storage unit.

H. The portable storage unit shall not be used to store hazardous materials or flammable liquids.

I. A permit and fee of twenty five dollars (\$25.00) shall be paid prior to the placement of a portable storage unit. The permit shall expire thirty (30) days following the date of its issuance unless extended pursuant to subsection D of this section.

J. Portable storage units shall be maintained in good repair, free from rust, peeling paint, graffiti and other forms of deterioration.

K. Signage on portable storage units is limited to the name and address of the portable storage unit rental company.

L. Portable storage units shall be locked when not being loaded or unloaded. (Ord. 0-17-2009, 6-1-2009)

#### 8-14-3: PENALTIES:

Any person violating any provision of this chapter, upon conviction, shall be fined as provided in section 1-4-1 of this code. (Ord. 0-17-2009, 6-1-2009)

### CHAPTER 15 VACANT BUILDINGS

#### SECTION:

8-15-1: Definitions

8-15-2: Obligation To Register

8-15-3: Owner Registration Fee

8-15-4: Obligation To Permit Access For Purposes Of Inspection

8-15-5: Owner Obligation To Appoint Agent

8-15-6: Owner Obligation To Post A Sign

8-15-7: Owner Obligation To Secure Building

8-15-8: Interior Maintenance Standards

8-15-9: Minimum Requirements For Lot On Which The Vacant Building Stands

8-15-10: Duty Of Owner Where Vacant Building Becomes Violated

8-15-11: Liability Insurance

8-15-12: Fines And Penalties

8-15-13: Enforcement

8-15-14: Proceedings Before The Department Of Administrative Hearings

8-15-15: Proceedings Before The Circuit Court

8-15-16: Vacant Buildings; Mortgagee Required To Act; Enforcement Authority

8-15-17: Mortgagee To Inspect Real Estate

8-15-18: Termination

8-15-19: Improperly Maintained Buildings And Structures Subject To Nuisance Abatement Proceedings

8-15-20: Demolition Of Open, Hazardous Residential And Commercial Buildings

## 8-15-1: DEFINITIONS:

The following words and terms have the meanings set forth in this chapter, except where otherwise specifically indicated:

**DEFAULT:** Means, with respect to a residential building containing four (4) or fewer dwelling units, when the mortgagor is sixty (60) days past due on the mortgagor's obligation to make a scheduled payment under a mortgage or a mortgage note. With respect to all other residential buildings, "default" shall mean when the mortgagor is ninety (90) days past due on the mortgagor's obligation to make a scheduled payment under a mortgage or a mortgage note.

**MORTGAGE:** Any consensual lien created by a written instrument which grants or retains an interest in real estate to secure a debt or other obligation. The term includes, without limitation:

- A. Mortgages securing reverse mortgage loans;
- B. Mortgages securing revolving credit loans;
- C. Every deed conveying real estate, although an absolute conveyance in its terms, which shall have been intended only as a security in the nature of a mortgage; and
- D. Equitable mortgages.

### MORTGAGEE:

- A. The holder of an indebtedness or obligee of a nonmonetary obligation secured by a mortgage or any person designated or authorized to act on behalf of such holder;
- B. Any person claiming through a mortgagee as successor; and
- C. Any person identified as such in a recorded document which has not been released, assigned or superseded of record.

**MORTGAGOR:** The person whose interest in the real estate is the subject of the mortgage and any person claiming through a mortgagor as successor. Where a mortgage is executed by a trustee of a land trust, the mortgagor is the trustee and not the beneficiary or beneficiaries.

**OWNER:** Any person who alone, jointly or severally with others:

- A. Has legal title to the property, with or without accompanying actual possession thereof; or
- B. Has charge, care or control of the property as owner or agent of the owner or an executor, administrator, trustee or guardian of the estate of the owner; or
- C. Is the agent of the owner for the purpose of managing, controlling the property or collecting rents, or is any other person managing or controlling the property or is any

person entitled to the control or direction of the management or disposition of the property.

PROPERTY: Any real, residential, commercial or industrial property, or portion thereof, located within the city, including buildings or structures situated on the property.

RESIDENTIAL PROPERTY: Buildings of three (3) stories or less in height where the whole building or parts thereof are designed or used as residential units or auxiliary uses to a residential unit.

WINTERIZE: Cleaning all toilets and completely draining all plumbing and heating systems. (Ord. O-25-2011, 12-19-2011)

#### 8-15-2: OBLIGATION TO REGISTER:

A. The owner of any building that has become vacant shall within thirty (30) days, after the building becomes vacant, or within thirty (30) days after assuming ownership of the building, whichever is later, file a registration statement, including proof of liability insurance in the amount prescribed in section 8-15-11 of this chapter, for each such building with the city on forms provided by the city and pay a registration fee in the amount prescribed in section 8-15-3 of this chapter for each registered building; provided, however, that all eleemosynary, religious, educational, benevolent or charitable associations organized on a not for profit basis and all governmental agencies shall be exempt from the payment of the registration fee. The registration shall remain valid for six (6) months from the date of registration. The owner shall be required to renew the registration every six (6) months as long as the building remains vacant. There shall be no fee for such renewal. The owner shall notify the city within twenty (20) days of any change in the registration information by filing an amended registration statement on a form provided by the city. The registration statement shall be deemed prima facie proof of the statements contained therein in any administrative enforcement proceeding or court proceeding instituted by the city against the owner or owners of the building.

B. For the purposes of this section, "vacant" means a building which is lacking habitual presence of human beings who have a legal right to be on the premises, or at which substantially all lawful business or construction operations or residential occupancy has ceased, or which is substantially devoid of content. In determining whether a building is vacant, it is relevant to consider, among other factors, the percentage of overall square footage of the building or floor to the occupied space, the condition and value of any items in the building and the presence of rental or for sale signs on the property; provided that a residential property shall not be deemed vacant if it has been used as a residence by a person entitled to possession for a period of at least three (3) months within the previous nine (9) months and a person entitled to possession intends to resume residing at the property; and further provided that multi-family residential property containing ten (10) or more dwelling units shall be considered vacant when ninety percent (90%) or more of the dwelling units are unoccupied. (Ord. O-25-2011, 12-19-2011)

#### 8-15-3: OWNER REGISTRATION FEE:

The registration for each registered building shall be five hundred dollars (\$500.00) (the "base registration fee"). All fees and fines laid out in this section are in addition to any fees and fines in other sections of this code. The base registration fee set forth in this section shall be doubled if the applicable initial registration takes place not through voluntary and timely compliance, but as the result of the city's identification of a violation of this chapter. Such doubled fee shall not be subject to reduction. (Ord. O-25-2011, 12-19-2011)

#### 8-15-4: OBLIGATION TO PERMIT ACCESS FOR PURPOSES OF INSPECTION:

After filing a registration statement, the building owner shall provide access to the city to conduct an exterior and interior inspection of the building to determine compliance with this chapter, following reasonable notice, during the period covered by the initial registration or any subsequent renewal. (Ord. O-25-2011, 12-19-2011)

#### 8-15-5: OWNER OBLIGATION TO APPOINT AGENT:

In addition to other information required by the city the registration statement shall include the name, street address and telephone number of a natural person twenty one (21) years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner or owners in connection with the enforcement of this chapter or any other provision of this code. This person must maintain an office in Cook County, Illinois, or must actually reside within Cook County, Illinois. An owner who is a natural person and who meets the requirements of this section as to location of residence or office may designate himself as agent. By designating an authorized agent under the provisions of this section the owner is consenting to receive any and all notices of code violations concerning the registered building and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the city of a change of authorized agent or until the owner files a new registration statement. Any owner who fails to register a vacant building shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building. (Ord. O-25-2011, 12-19-2011)

#### 8-15-6: OWNER OBLIGATION TO POST A SIGN:

- A. The owner of any building that has become vacant shall, within thirty (30) days:

1. Post a sign affixed to the building indicating: the vacant building registration number and the name, address and telephone number of the owner or the owner's authorized agent for the purpose of service of process. The name, address and telephone number of a person responsible for day to day supervision and management of the building, if such person is different from the owner or authorized agent shall be indicated on the sign as well. The sign shall be no smaller than eight and one-half inches by eleven inches (8.5" x 11") and placed in such a location so as to be legible from the nearest public street or sidewalk, whichever is nearer; and
2. Maintain the building in a secure and closed condition and maintain the sign, until the building is again occupied or demolished. (Ord. O-25-2011, 12-19-2011)

#### 8-15-7: OWNER OBLIGATION TO SECURE BUILDING:

A. The owner of any building that has become vacant, and any person maintaining, operating or collecting rent for any building that has become vacant shall, within thirty (30) days, do the following to enclose and secure the building:

1. Secure building so that all building openings shall be closed and secured, using secure doors, windows without broken or cracked panes, commercial quality steel security panels, filled with like kind material as the surrounding wall, or boarded with plywood installed and secured in accordance with the rules and regulations issued by the city, as applicable to prevent entry by unauthorized persons.
2. Secure the building so that at least one building entrance shall be accessible from the exterior and secured with a door that is locked to allow access only to authorized persons. If two (2) or more exit doors exist, a minimum of two (2) exit doors shall be available to exit from the interior of the building, with at least one exit door available per one hundred fifty (150) linear feet of horizontal travel at ground floor level.
3. Maintain the building in a secure and closed condition and maintain the sign until the building is reoccupied or demolished, repaired or completed with all permits required by the city. If during the registration period and following the initial boarding and securing of the property in compliance with this section, the city notifies the mortgagee in writing that the property was found open or it has been judicially or administratively found to be open, in each case on two (2) separate occasions at least thirty (30) days apart, then the building shall thereafter be secured with only commercial quality metal security panels or a method deemed equivalent by the city.
4. Foundations, basements, cellars and crawl spaces shall be maintained in sound and watertight condition adequate to support the building and protected against the entry of rodents or other animals.
5. Exterior walls shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or the interior spaces and shall be protected against the entry of rodents and other animals.

6. Exterior windows and doors shall be maintained in sound condition, and good repair. Windows and doors shall fit tightly within their frames and the frames shall be constructed and maintained in such relation to the adjacent wall construction as to prevent rain from entering the building.

7. Exterior windows and doors shall be equipped with hardware for locking and the locking mechanism shall be maintained in properly functioning condition.

8. All points of possible ingress and egress including, but not limited to, exterior windows and doors shall be secured to prevent unauthorized entry.

9. Any window which is broken, cracked or missing glass or glazing shall be replaced and maintained in good repair or the building opening shall otherwise be adequately secured pursuant to this section.

10. The roof shall be adequately supported and shall be maintained in a weathertight condition; the gutters, downspouts, scuppers and appropriate flashing shall be in good repair and adequate to remove the water from the building or structure.

11. Chimneys and flues shall be kept in sound, functional, weathertight condition and in good repair.

12. Every outside stair or step shall be maintained in sound condition and in good repair; every porch, stoop, deck, veranda, balcony and walk shall be maintained in sound condition for its purpose.

13. All exit areas shall have continuous exterior lighting from dusk to dawn, normal intensity of lighting shall be not less than two (2) foot-candles per square foot on the floor surfaces within an eight foot (8') radius around said exit. This requirement may be met by the use of battery powered or solar powered lighting if such lighting meets the performance standards set by this subsection. (Ord. 0-25-2011, 12-19-2011)

#### 8-15-8: INTERIOR MAINTENANCE STANDARDS:

A. The interior of any building shall be maintained by the owner as follows:

1. It is prohibited to accumulate or permit the accumulation of junk, trash and debris, boxes, lumber, scrap metal, junk, vehicles or any other materials in such a manner that may produce any health, fire or safety hazard or provide harborage for rodents or other animals on the premises; materials stored by the owner or permitted to be stored by the owner shall be stacked safely, and away from stairs or hallways, and any other places of ingress and egress.

2. Every foundation, roof, floor, wall, stair, ceiling and any other structural support shall be kept safe and capable of supporting the loads that normal use may cause to be placed thereon and shall be kept in sound condition and in good repair; floors and stairs shall be free of holes, grooves and cracks that could be potentially hazardous.

3. Any plumbing fixtures shall be winterized as defined in section 8-15-1 of this chapter or heated to resist being frozen.

4. Every exit door shall be secured with an internal deadbolt lock, or with a locking mechanism deemed equivalent or better by the city and every such exit door shall be capable of being opened from the inside easily and without the use of a key or special knowledge.

5. Interior stairs shall have treads and risers that have uniform dimensions, are sound, securely fastened and have no rotting, loose or deteriorating supports.

6. Every owner shall be responsible for the extermination of insects, rodents and other vermin in or about the premises. (Ord. O-25-2011, 12-19-2011)

#### 8-15-9: MINIMUM REQUIREMENTS FOR LOT ON WHICH THE VACANT BUILDING STANDS:

A. In addition to any other applicable code requirements for each vacant property, the owner must keep the lot on which the vacant building stands in compliance with the following requirements for as long as the property remains vacant: (Ord. O-25-2011, 12-19-2011)

1. The lot the building stands on and the surrounding public way shall be maintained as follows: All grass and weeds on the premises including abutting sidewalks, gutters and alleys shall be kept below eight inches (8") in height and all dead or broken trees, tree limbs or shrubbery shall be cut and removed from the premises. (Ord. O-17-2012, 5-21-2012)

2. The interior walkway leading to the main entry door and any public sidewalk adjoining the lot shall be shoveled clear of snow.

3. Junk, rubbish, waste and any material that creates a health, safety or fire hazard including, but not limited to, any mail or fliers that have been delivered to the building shall not be permitted to accumulate on any portion of the exterior lot of the building.

4. No portion of the lot nor any structure, vehicle, receptacle or object thereon shall be maintained or operated in any manner that causes or produces any health or safety hazard or permits the premises to become a rodent harborage or is conducive to rodent harborage.

5. The lot shall be maintained so that water does not accumulate or stand on the ground.

6. All fences and gates shall be maintained in sound condition and in good repair. (Ord. O-25-2011, 12-19-2011)

#### 8-15-10: DUTY OF OWNER WHERE VACANT BUILDING BECOMES VIOLATED:

It shall be a violation of this chapter for a vacant building to become violated, after the owner has provided proof to the city that such building is unviolated. With respect to a vacant building represented by the owner as unviolated, if the city determines, based on an inspection report prepared by the city that such building is violated, the city shall send by certified mail a written notice of violation to the person responsible for day to day supervision and management of the building or to the authorized agent for service of process as identified on the sign required by section 8-15-6 of this chapter, or if there is no such sign, then sent by certified mail to the owner of record. The fine for violation of this section shall be not less than five hundred dollars (\$500.00) and not more than one thousand dollars (\$1,000.00). (Ord. O-25-2011, 12-19-2011)

#### 8-15-11: LIABILITY INSURANCE:

The owner of any building that has become vacant shall, within thirty (30) days, acquire or otherwise maintain liability insurance, in an amount of not less than three hundred thousand dollars (\$300,000.00) for buildings designed primarily for use as residential units and not less than one million dollars (\$1,000,000.00) for any other building, including, but not limited to, buildings designed for manufacturing, industrial, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building and maintain coverage until the building is no longer vacant. Any insurance policy acquired after the building has become vacant shall provide for written notice to the city within thirty (30) days of any lapse, cancellation or change in coverage. The owner and the owner's authorized agent for service of process shall provide evidence of insurance, upon initial registration and all subsequent registration renewals, to the city. (Ord. O-25-2011, 12-19-2011)

#### 8-15-12: FINES AND PENALTIES:

Any owner who violates any provision of this chapter or of the rules and regulations issued hereunder shall be fined not less than five hundred dollars (\$500.00) and not more than one thousand dollars (\$1,000.00) for each offense. Every day that a violation continues shall constitute a separate and distinct offense. (Ord. O-25-2011, 12-19-2011)

#### 8-15-13: ENFORCEMENT:

When a property is deemed in noncompliance with this chapter the city may initiate an abatement proceeding under this chapter in the circuit Court of Cook County or the department of administrative hearings. (Ord. O-25-2011, 12-19-2011)

#### 8-15-14: PROCEEDINGS BEFORE THE DEPARTMENT OF ADMINISTRATIVE HEARINGS:

A. Proceedings for administrative adjudication of alleged violations of this chapter shall be conducted pursuant to the procedures set out in title 1, chapter 15 of this code, except in the event of a conflict between the procedures set out in title 1, chapter 15 of this code and the procedures set out in this section, the procedures set out in this section shall prevail.

B. If an administrative hearing officer finds, by a preponderance of evidence, that the property is in noncompliance with this chapter the administrative hearing officer shall assess fines and costs. After expiration of the period within which judicial review of the hearing officer's decision may be sought under the Illinois administrative review law, the order assessing fines and costs decision, unless reversed or modified on judicial review, may be enforced in the same manner as a judgment, including, but not limited to, attorney fees, court costs and collection fees, and shall be a debt due and owing the city and may be collected in accordance with applicable law.

C. If an administrative hearing officer finds, by a preponderance of the evidence, that the property is in noncompliance with this chapter the administrative law officer may enter an order of abatement which requires the owner to take all reasonable measures necessary to abate the noncompliance. If an order of abatement is entered, it shall be entered at the time of the entry of the order assessing fines and costs for violations which occurred prior to the entry of the order of abatement. The order assessing fines and costs shall not be final, until a final order is entered as to the abatement of the violations. Any owner who fails to comply with an administrative hearing officer's abatement order shall be subject to a fine not less than five hundred dollars (\$500.00) and not more than one thousand dollars (\$1,000.00) for each offense. Each day that the violation occurs shall be considered a separate and distinct offense. (Ord. O-25-2011, 12-19-2011)

#### 8-15-15: PROCEEDINGS BEFORE THE CIRCUIT COURT:

The city's attorney is authorized to bring an action in the cCircuit cCourt of Cook County to abate noncompliance with the requirements of this chapter. If the court finds that the cCity has established by a preponderance of the evidence that the property identified in the notice is noncompliant, the court shall enter an order of abatement which requires the owner to take all reasonable measures necessary to abate the noncompliance. The court's order of abatement may include, but is not limited to, correcting all code violations; altering, repairing or improving the building or structure; rendering the building or structure fit for human use or habitation; vacating or enclosing the building or structure; removing or demolishing the building or structure; or, if requested by the city and reasonable in light of the magnitude of the harm caused or which can reasonably be expected to be caused by noncompliance, the market value of the property in its current condition, and the extent to which the defendant has failed to take effective measures to abate the noncompliance, the forfeiture to the city of all the defendant's rights, title and interest in the property. (Ord. O-25-2011, 12-19-2011)

**8-15-16: VACANT BUILDINGS; MORTGAGEE REQUIRED TO ACT; ENFORCEMENT AUTHORITY:**

A. The mortgagee of any residential building that has become vacant and which is not registered pursuant to this chapter shall, within the later of thirty (30) days after building becomes vacant and unregistered or sixty (60) days after a default, file a registration statement with the city on forms provided by the city for such purposes and pay a registration fee of five hundred dollars (\$500.00). The registration shall remain valid for six (6) months from the date of registration. The mortgagee shall be required to renew the registration every six (6) months as long as the building remains vacant. There shall be no fee for such renewal. The mortgagee shall notify the city within twenty (20) days of any change in the registration information by filing an amended registration statement on a form provided by the city for such purposes. The registration statement shall be deemed prima facie proof of the statements contained therein in any administrative enforcement proceeding or court proceeding instituted under this chapter against the mortgagee with respect to the registered building. After filing a registration statement under this chapter and for the duration of each registration period, if the mortgagee has a right of entry under the mortgage, the mortgagee shall exercise that right of entry to allow the city to conduct an interior and exterior inspection of the building to determine compliance with this chapter, upon ten (10) days' written notice from the city. The base registration fee set forth above in this chapter shall be doubled if the applicable initial registration takes place not through voluntary and timely compliance, but as the result of the city's identification of a violation of this chapter. Such doubled fee shall not be subject to reduction.

B. In addition to other information required by the city, the registration statement shall include the name, street address and telephone number of a natural person, twenty one (21) years of age or older, or business entity registered with the Illinois secretary of state designated by the mortgagee as an authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administration enforcement proceeding on behalf of such mortgagee in connection with enforcement of this chapter. This person must maintain an office in Cook County, Illinois or must actually reside within Cook County, Illinois. A mortgagee meeting these criteria may designate itself as agent. By designating an authorized agent under the provisions of this section a mortgagee consents to receive any and all notices of violations of this chapter concerning the registered building and all process in any court proceeding or administrative enforcement proceeding brought to enforce this chapter with respect to the registered building by service of the notice or process on the authorized agent. Any mortgagee who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the mortgagee notifies the city of a change of authorized agent or until the mortgagee files a new registration statement. Any mortgagee who fails to register a vacant building under the provisions of this chapter shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in the administrative proceeding brought to enforce code provisions concerning the building. The city shall notify the designated agent of all violations and enforcement proceedings brought under this chapter.

C. The mortgagee of any residential building that has become vacant and which is not registered pursuant to section 8-15-2 of this chapter, within the later of thirty (30) days after the building becomes vacant and unregistered or sixty (60) days after a default, shall:

1. Secure the building's doors and windows so that all such building openings are closed and secured, using secure doors, windows without broken or cracked panes, commercial quality metal security panels, filled with like kind materials as the surrounding wall, or boarded with plywood installed and secured in accordance with the rules and regulations issued by the city.

2. Secure the building so that at least one building entrance shall be accessible from the exterior and secured with a door that is locked to allow access only to authorized persons. If two (2) or more exit doors exist, a minimum of two (2) exit doors shall be available to exit from the interior of the building, with at least one exit door available per one hundred fifty (150) linear feet of horizontal travel at ground floor level.

3. Maintain all grass and weeds on the residential real estate premises, below ten inches (10") in height and cut and remove all dead or broken trees, tree limbs or shrubbery.

4. Clear or remove snow from the walkway leading to the main entry door and any public sidewalk adjoining the lot.

5. Abate the accumulation of debris, trash and litter that does not constitute personal property on any portion of the exterior lot of the building.

6. Reasonably maintain fences and gates.

7. Reasonably maintain the structural integrity of stairs and steps that lead to the main entrance of the building.

8. Winterize the building, which shall mean cleaning all toilets and completely draining all plumbing and heating systems.

9. Maintain and secure the exterior of the building.

10. Post a sign affixed to the building indicating: the vacant building registration number and the name, address and telephone number of the mortgagee and the mortgagee's authorized agent for the purpose of service of process. The name, address and telephone number of a person responsible for day to day supervision and management of the building, if such person is different from the mortgagee or authorized agent, shall be indicated on the sign as well. The sign shall be no smaller than eight and one-half inches by eleven inches (8.5" x 11") and placed in such a location so as to be legible from the nearest public street or sidewalk, whichever is nearer.

11. Maintain the building in a secure and closed condition and maintain the sign until the building is reoccupied or demolished with all permits required by the city. If during the registration period and following the initial boarding and securing of the property in compliance with this chapter the city notifies the mortgagee in writing that the property was found open or it has been judicially or administratively found to be open, in each case

on two (2) separate occasions at least thirty (30) days apart then the building shall thereafter be secured with only commercial quality metal security panels or a method deemed equivalent by the city.

12. Keep the exterior of the property free of vermin and rodents.

D. Any mortgagee who violates any provision of this chapter or of the rules and regulations issued hereunder shall be fined not less than five hundred dollars (\$500.00) and not more than one thousand dollars (\$1,000.00) for each offense. Every day that a violation continues shall constitute a separate and distinct offense. The following shall be affirmative defenses under this section and section 8-15-17 of this chapter:

1. That the owner or another mortgagee has registered the building pursuant to section 8-15-2 of this chapter or this section as applicable and such registration is current.

2. That the mortgagee is barred from doing any action required by this chapter by an automatic stay pursuant to a bankruptcy proceeding, provided that the mortgagee tenders evidence including the bankruptcy case number.

3. That the mortgagee has cured all violations within thirty (30) days of receiving written notice of such violations. Notice sent by U.S. mail shall be deemed received seven (7) days after mailing. An affidavit shall be conclusive proof of mailing.

4. That at the time of the violation, the mortgage was not in default.

5. That at the time of the violation, the mortgagee was not the senior lienholder of record on the real estate.

6. That a receiver has been appointed for the property by a court of competent jurisdiction.

7. That in a foreclosure of the property, the owner or mortgagor has taken any of the following acts within the past sixty (60) days:

- a. Filed any pleading which asserts claims against the mortgagee or defenses;
- b. Filed any motion which asserts defenses or claims against the mortgagee;
- c. Filed any discovery for response by the mortgagee; or
- d. Filed a request for mediation.

E. The city may issue rules and regulations for the administration of this chapter.

F. Nothing in this chapter shall bar the concurrent enforcement of any provision of this code against the owner or owners of the property.

G. To the extent permitted by law, a mortgagee's acts or omissions required by ordinance shall not subject the mortgagee to civil or criminal liability unless the act or omission constitutes gross negligence or wilful, wanton or intentional misconduct, pursuant to this chapter. This provision shall not waive the requirement to obtain permits or licenses.

H. For the purposes of this chapter and section 8-15-17 of this chapter, "vacant" shall mean any real estate improved with a complete structure containing one or more dwelling units or an incomplete structure if the real estate is zoned for residential development, where the structure is empty or otherwise uninhabited by persons and the structure or lot is in need of maintenance, repair or securing, and with respect to which one or more of the following conditions exist:

1. All lawful business or construction operations have ceased for six (6) months.
2. It has been declared unfit for occupancy and ordered to remain vacant and unoccupied under an order issued by the city or by an order issued by the circuit court of Cook County.
3. No construction or legal repairs have commenced for six (6) months.
4. The doors or windows are smashed through, broken, unhinged, removed or continuously unlocked.
5. Law enforcement officials have received at least one report of trespassers or vandalism or other illegal acts being committed at the property in the last six (6) months.
6. Gas, electrical or water services to the entire premises have been terminated.

A property shall not be considered vacant if: 1) there is an unoccupied building which is undergoing construction, renovation or rehabilitation that is proceeding diligently to completion and the building is in compliance with all applicable ordinances, codes, regulations and legislation; 2) there is a building occupied on a seasonable basis, but otherwise secure; 3) there is a secure building on which there are bona fide rental or sale signs; or 4) there is a building that is secure, but is the subject of a probate action, action to quiet title or other ownership dispute; or 5) there is otherwise a building that is secure and in substantial compliance with all applicable ordinances.

I. If a building is registered under subsection A of this section, only the registered mortgagee shall be liable under this section during the registration period. Nothing in this section shall bar the concurrent enforcement of any provision of this section against the owner or owners of a property.

J. To the extent permitted by law, a mortgagee's acts or omissions required by this chapter shall not subject the mortgagee to civil or criminal liability unless the act or omission constitutes gross negligence or wilful, wanton or intentional misconduct pursuant to this section. This provision shall not waive the requirement to obtain permits or licenses for performing certain work required under this section, or otherwise required by this code or the penalties provided for failure to do so. (Ord. O-25-2011, 12-19-2011)

#### 8-15-17: MORTGAGEE TO INSPECT REAL ESTATE:

A. For purposes of this section the terms "default", "mortgage", "mortgagee", "mortgagor", shall be defined as provided in section 8-15-1 of this chapter.

B. For the purposes of this section the term "vacant" shall be defined as provided in subsection 8-15-16H of this chapter.

C. Beginning forty five (45) days after a default, a mortgagee shall determine, on a monthly basis, if the building on the real estate subject to its mortgage is vacant. Such determination may be made by communication with mortgagor, a visual inspection of the real estate or other means reasonably calculated to determine if the building is vacant.

D. This section shall not require a mortgagee to perform any action which it is barred from doing by an automatic stay pursuant to a bankruptcy proceeding.

E. To the extent permitted by law, mortgagee's acts or omissions required by this section shall not subject the mortgagee to civil or criminal liability unless the act or omission constitutes gross negligence or wilful, wanton or intentional misconduct.

F. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than five hundred dollars (\$500.00) and not more than one thousand dollars (\$1,000.00) for each offense. Every day that a violation continues shall constitute a separate and distinct offense. The affirmative defenses provided in subsection 8-15-16D of this chapter shall also apply to this section. (Ord. 0-25-2011, 12-19-2011)

#### 8-15-18: TERMINATION:

A. For purposes of this section the terms "mortgage" and "mortgagee" shall be defined as provided in section 8-15-1 of this chapter.

B. For the purposes of this section the term "vacant" shall be defined as provided in subsection 8-15-16H of this chapter.

C. Upon the occurrence of any of the following, the requirements of sections 8-15-16 and 8-15-17 of this chapter shall terminate with respect to a mortgagee:

1. The filing with the recorder of deedsCook County Recording Division of a satisfaction or release of the mortgagee's mortgage.

D. Upon the occurrence of any of the following, the requirements of sections 8-15-16 and 8-15-17 of this chapter shall terminate with respect to a building:

1. The filing with the recorder of deedsCook County Recording Division of a conveyance of title to the underlying real estate, pursuant to foreclosure proceedings or otherwise;

2. The building ceases to be vacant; or

3. The building is demolished with all permits required by the cCity.

E. Within twenty (20) days of termination pursuant to this section, a mortgagee shall notify the city on a form provided by the city for such purpose. (Ord. 0-25-2011, 12-19-2011)

#### 8-15-19: IMPROPERLY MAINTAINED BUILDINGS AND STRUCTURES SUBJECT TO NUISANCE ABATEMENT PROCEEDINGS:

A. The following buildings and structures are hereby declared to be public nuisances subject to abatement proceedings under this section:

1. A building or structure found to be vacant and open after the effective date of an order to secure and enclose issued by the ~~c~~Circuit ~~c~~Court of Cook County or the administrative hearing officer within the previous twelve (12) months, unless stayed by the circuit court of Cook County;

2. A building or structure that contains any violation of a health, fire, electrical, plumbing, building or zoning provision of this code which is imminently dangerous and hazardous;

3. A building or structure for which the costs of the repairs necessary to bring the building or structure into compliance with applicable laws would exceed the market value of the building or structure after the repairs have been made, or when the owner cannot show that it has readily available and sufficient assets to make such repairs or where such repairs otherwise are economically infeasible; or

4. A building or structure where an owner or mortgagee has failed to correct the code violation(s) that form the basis of an adverse order or judgment involving that building or structure, issued by a court of competent jurisdiction or the administrative hearing officer, within sixty (60) days of entry, unless such adverse order or judgment has been stayed by the ~~C~~circuit ~~c~~Court of Cook County. For the purposes of this section "vacant" shall be defined as provided in subsection 8-15-16H of this chapter for a mortgagee, for the purposes of this chapter "vacant" shall be defined as provided in section 8-15-2 of this chapter for owners; and "open" refers to a building that has any door, window or wall missing or unsecured, or has any other opening so as to allow entry by a human being.

B. The city attorney is authorized to bring an action in a court of competent ~~jurisdiction~~jurisdiction the Circuit Court of Cook County to abate a public nuisance described in this section. If the court finds that the ~~county or the~~ city has established by a preponderance of the evidence that the building or structure identified in the notice is a public nuisance as described in this section, the court ~~shall~~ may enter an order of abatement which requires the owner or owners of record, including beneficial owners of any Illinois land trust, within the time frame specified in the order, to take all reasonable measures necessary to abate the public nuisance. The court's order of abatement may include, but is not limited to: correcting all code violations; altering, repairing or improving the building or structure, rendering the building or structure unfit for human use or habitation; vacating or enclosing the building or structure; removing or demolishing the building or structure. If requested by the city and reasonable in light of the magnitude of

the harm caused or which can reasonably be expected to be caused by the nuisance, the market value of the property in its current condition and the extent to which the defendant has failed to take effective measures to abate the nuisance, the court may enter an order which provides for:

1. Forfeiture to the city of all of the defendant's rights, title and interest in the real estate; or
2. Authorization to the first or senior mortgagee, as a receiver, to take possession of the property and bring the property into compliance with this code.

C. There shall be a rebuttable presumption that the issuance of an order of forfeiture of all of the defendant's rights, title and interest in the real estate or the issuance of an order authorizing the first or senior mortgagee to take possession of the property and to bring the property into compliance with this code shall be appropriate for any property that is determined to be a nuisance under this section. Whenever such an order of forfeiture authorization is issued under this section with respect to a vacant building or a building containing four (4) or fewer residential units, the holder of the first or senior mortgage or lien on the property, disregarding any more senior mortgages or liens held by a unit of government, shall, beginning sixty (60) days after the date the order is issued, be liable for any code violations on the property on and after that date, unless the holder has waived its rights under the mortgage or lien; provided that the sixty (60) day period after which liability attaches may be extended by an administrative hearing officer or court upon a showing that the mortgage or lienholder has exercised reasonable diligence in abating the nuisance and that additional time is needed to complete the abatement. The holder of such a mortgage or lien shall have the right to take possession of the property in order to effect necessary repairs beginning on the date that an order of forfeiture issues. In any case in which an order of forfeiture is sought for property involving a vacant building or a building containing four (4) or fewer residential units, the holder of any first or senior mortgage or lien, disregarding any more senior mortgage or lien held by a unit of government, shall be given notice and an opportunity to intervene as a party.

D. For any building or structure that is a public nuisance subject to abatement proceedings under this section, the owner, the owner's agent for purpose of managing or controlling rents on the building or structure, the holder of a mortgage or lien with a right to possession of the building or structure and any other person or mortgagee managing or controlling the building or structure shall be fined not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00) for each day the nuisance has existed until the nuisance is abated. The amount of any fine imposed in any proceeding involving a building or structure that is a public nuisance under this section, the cost of the repairs, alterations, improvements or vacating and enclosing, or removal and demolition by the city, and the costs of bringing the abatement proceeding under this section into compliance, including inspector's and attorney fees, shall be recoverable from the owner or owners and shall be a lien on the property upon which the building or structure is or was located and shall also be enforceable against any person or mortgagee against whom the order issues as provided by law. Any lien created under this chapter may, upon showing of good cause, be waived by the city. The lien for the costs of repairs, alterations,

improvements, demolition, receivership, vacating or enclosing shall be a first lien upon the real estate and the rents and issues thereof, and shall be superior to all prior assignments of rents and all prior existing liens and encumbrances, except taxes, and shall be enforced pursuant to applicable law. No license shall be issued relating to the property subject to such lien until the lien is satisfied or, upon a showing of good cause, the lien is waived by the city. Nothing in this chapter shall prevent the city from seeking other remedies for code violations through the use of any other administrative procedure or court proceeding.

E. Any property forfeited to the city under this section may be disposed of as authorized by the city.

F. All fees and fines laid out in this section are in addition to any fees and fines in this code. (Ord. 0-25-2011, 12-19-2011)

#### ~~8-15-20: DEMOLITION OF OPEN, HAZARDOUS RESIDENTIAL AND COMMERCIAL BUILDINGS:~~

~~—A. If a residential building has been determined by the city pursuant to subsection 8-15-19A of this chapter to be open and vacant and an immediate and continuing hazard to the city, then the city shall be authorized to post a notice of not less than two feet by two feet (2' x 2') in size on the front of the building. The notice shall be dated as of the date of the posting and shall state that unless the building is demolished, repaired or enclosed and unless any garbage, debris and other hazardous, noxious or unhealthy substances or materials are removed so that an immediate and continuing hazard to the city no longer exists, then the building may be demolished, repaired or enclosed or any garbage, debris and other hazardous, noxious or unhealthy substances or materials may be removed by the city. Not later than thirty (30) days following the posting of the notice, the city shall do the following:~~

~~—1. Cause to be sent, by certified mail, return receipt requested, a notice to all owners of record of the property, the beneficial owners of any Illinois land trust having title to the property and all lienholders of record in the property, stating the intent of city to demolish, repair or enclose the building or remove any garbage, debris and other hazardous, noxious or unhealthy substances or materials if that action is not taken by the owner or owners or lienholders of record;~~

~~—2. Cause to be published, in a newspaper published in the city, a notice setting forth:~~

~~—a. The address of the building or description of the real estate sufficient for its identification;~~

~~—b. A statement that the property is open and vacant and constitutes an immediate and continuing hazard to the city; and~~

~~—c. A statement that the city intends to demolish, repair or enclose the building or remove any garbage, debris or other hazardous, noxious or unhealthy substances or~~

materials if the owner or owners or lienholders of record fail to do so. This notice shall be published for three (3) consecutive days.

—3. Cause to be filed in the office of the recorder of deeds, a notice setting forth: a) the address of the building or a description of the real estate sufficient for its identification; and b) a statement that the city has initiated an action under this section to cause the demolition, repair or enclosure of the building or the removal of garbage, debris or other hazardous, noxious or unhealthy substances or materials located on the property if the owner or owners or lienholders of record fail to do so. If the building is not demolished, repaired or enclosed or the garbage, debris or other hazardous, noxious or unhealthy substances or materials are not removed, within thirty (30) days of mailing the notice described in subsection A1 of this section or within thirty (30) days of the last day of publication of the notice, whichever is later, the city shall cause to be sent, by mail, a final determination to the owners of record, the beneficial owners of any Illinois land trust having title to the property, and all lienholders of record in the property, which provides notice that the city has determined that the necessary demolition, repair, enclosure or removal action has not been taken and that the building remains open and vacant and an immediate and continuing hazard to the city. The final determination shall include a statement that, unless a hearing is sought under this section before the circuit court of Cook County to object to the proposed actions of the city and a copy of the complaint served on the city clerk within ten (10) days of the mailing of the final determination, the city intends to exercise its power to demolish, repair or enclose the buildings or to remove any garbage, debris or other hazardous, noxious or unhealthy substances or materials.

The city may proceed to demolish, repair or enclose a building or remove any garbage, debris or other hazardous, noxious or unhealthy substances or materials under this subsection within a one hundred twenty (120) day period following the date of the mailing of the notice described in subsection A1 of this section if the city determines that the demolition, repair, enclosure or removal of any garbage, debris or other hazardous, noxious or unhealthy substances or materials is necessary to remedy the immediate and continuing hazard. If, however, before the city proceeds with any of the actions authorized by this section, any person or mortgagee who has sought a hearing under this section before a court and has served a copy of the complaint on the city clerk, then the city shall not proceed with demolition, repair, enclosure or removal of garbage, debris or other substances until the court determines that action is necessary to remedy the hazard and issues an order authorizing the city to do so.

Following the demolition, repair or enclosure of a building or removal of garbage, debris or other hazardous, noxious or unhealthy substances or materials under this section the city may file a notice of lien against the real estate for the cost of the demolition, repair, enclosure or removal within one hundred eighty (180) days after the repair, demolition, enclosure or removal occurred, for the cost and expense incurred, in the office of the recorder of deeds. The notice of lien shall consist of a sworn statement setting forth: a) a description of the real estate, such as address or other description of the property, sufficient for its identification; b) the expenses incurred by the city in undertaking the remedial actions authorized by this section; c) the date or dates that the expenses were incurred by the city or its designee; d) a statement by the city that the building was open

~~and vacant and constituted an immediate and continuing hazard to the community; e) a statement by the city that the required sign was posted on the building, that notice was sent by certified mail to the owners of record, and that notice was published in accordance with this subsection; and f) a statement as to when and where the notice was published. The lien authorized by this chapter may thereafter be released or enforced by the city as provided in 65 Illinois Compiled Statutes 5/11-31-1(c). (Ord. 0-25-2011, 12-19-2011)~~

## CHAPTER 16 BASKETBALL POLES

### SECTION:

#### 8-16-1: Definitions

#### 8-16-2: Setbacks From Front Lot Lines

#### 8-16-3: Location

#### 8-16-4: Removal Of Basketball Poles

#### 8-16-5: Penalty

#### 8-16-1: DEFINITIONS:

The following words and terms shall have the meanings set forth in this chapter except where otherwise indicated:

**BASKETBALL POLES:** Any form of a basketball system used to play the game of basketball consisting of a) hoop, b) hoop and net or c) hoop and net affixed to a backboard, which is then mounted on a pole that is either permanently affixed to the ground or a portable pole.

**PERSON:** Any natural person, individual, corporation, charitable, philanthropic or religious institution or nonprofit corporation, homeowner association, unincorporated association, partnership and joint venture. (Ord. 0-13-2015, 4-20-2015)

#### 8-16-2: SETBACKS FROM FRONT LOT LINES:

It shall be unlawful for any person to place a basketball pole less than fifteen feet (15') from the front lot line of the lot of record where the basketball pole is located. (Ord. 0-13-2015, 4-20-2015)

#### 8-16-3: LOCATION:

All basketball poles shall be located so that it is placed on the opposite side of the driveway closest to the nearest side yard lot line. (Ord. 0-13-2015, 4-20-2015)

#### 8-16-4: REMOVAL OF BASKETBALL POLES:

Within sixty (60) days after the effective date of this chapter, every person on whose real estate a basketball pole is located in violation of this chapter shall take all necessary actions to cause the removal of the basketball pole located in violation of this chapter. (Ord. O-13-2015, 4-20-2015)

#### 8-16-5: PENALTY:

Any person violating this chapter shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00). Each day that a violation occurs shall constitute a separate and distinct offense. (Ord. O-13-2015, 4-20-2015)

### CHAPTER 17

## WIND AND SOLAR ENERGY SYSTEMS

### SECTION:

#### 8-17-1: Definitions

#### 8-17-2: Wind And Solar Energy Systems Specifications

#### 8-17-1: DEFINITIONS:

**NET METERING:** An arrangement by which excess energy generated by a Solar Energy System is distributed back to the electrical utility grid.

**SOLAR ENERGY SYSTEM:** A system that uses the power of the sun to capture, distribute and/or store energy for on-site consumption of utility power.

**SOLAR ENERGY SYSTEM, BUILDING INTEGRATED:** A Solar Energy System that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural component of a building.

**SOLAR ENERGY SYSTEM, BUILDING MOUNTED:** A Solar Energy System affixed to either the principal or accessory structure.

**SOLAR ENERGY SYSTEM, GROUND MOUNTED:** A Solar Energy System that is not attached to another structure and is affixed to the ground or that is attached to an antenna, light pole or other utility facility.

**SOLAR FARM ENERGY SYSTEM:** A Commercial Solar Energy System that is used to convert sunlight to electricity for on-site or off- site use with the primary purpose being to provide or sell wholesale or retail electricity.

**WIND ENERGY SYSTEM:** A wind energy conversion system consisting of a wind turbine, a tower or mounting and associated control or conversion electronics, which is intended primarily to reduce on- site consumption of utility power. (Ord. O-07-2019, 4-15-2019)

## 8-17-2: WIND AND SOLAR ENERGY SYSTEMS SPECIFICATIONS:

A. General Requirements: The requirements set forth in this section shall govern the construction and/or installation of all Solar Energy Systems governed by this chapter.

1. Applicability: The provisions in this chapter are intended to establish parameters by which Solar Energy Systems may be installed in the City. Wind Energy Systems and Solar Farm Energy Systems are not permitted. Additional solar energy installations not explicitly addressed herein may be authorized, subject to compliance with the applicable Building Codes and standards of the City.

2. Use: Except as authorized by the City Council or its designee for public utility purposes, a Solar Energy System shall be accessory to the principal permitted use of a site.

### 3. Permitting And Installation:

a. A City building permit is required prior to the installation of any Solar Energy System. Before a building permit is issued, the following shall be submitted to the City for review:

#### (1) A site plan showing:

(A) Name, address and phone number of the property owner;

(B) Property lines;

(C) All structures;

(D) Setback lines;

(E) Location of all solar panels and associated equipment; and

(F) Location of the electrical disconnect for the Solar Energy System.

(2) Evidence that the local electric utility has been informed of the property owner's intent to install a customer-owned Solar Energy System.

(3) Evidence that the site plan has been submitted to the local fire protection district.

(4) Evidence that proper warning signage has been located to inform utilities that a Solar Energy System is present on site.

b. The owner of a Solar Energy System shall ensure that it is installed and maintained in compliance with applicable Building and Safety Codes adopted by the City and any other State or Federal agency having jurisdiction over Solar Energy Systems.

c. All wiring associated with a Solar Energy System shall be underground or contained within a raceway that complements the building materials of the principal structure.

#### 4. Interconnection With Public Utilities - Electric:

a. Energy produced by a Solar Energy System shall be utilized on site, except for net metering as authorized by applicable regulatory agencies.

b. The interconnection of any Solar Energy System to the electric distribution grid shall be in accordance with applicable regulatory agencies required by law.

#### 5. Illumination: Illumination of a Solar Energy System is prohibited.

6. Signage: No signage or attention-getting device is permitted on any Solar Energy System.

7. Screening On Roofs: Physical screening for Solar Energy Systems installed on roofs is not required.

8. Screening On Grades: Screening is required for Solar Energy Systems installed on grade. Screening shall comply with chapter 5 of this title.

#### B. Solar Energy Systems:

##### 1. Authorization Of Use:

a. Building-Integrated, Building-Mounted and Ground-Mounted Solar Energy Systems are permitted in all zoning districts in accordance with the requirements of this chapter.

##### 2. Height:

a. Building-Mounted Solar Energy System: A Building-Mounted Solar Energy System may not extend above the peak roof height of the building to which the Solar Energy System is affixed.

b. Ground-Mounted Solar Energy System: The maximum height of a Ground-Mounted Solar Energy System shall be six feet (6') as measured from the average grade at the base of the pole to the highest edge of the system.

##### 3. Location:

a. Ground-Mounted Solar Energy Systems shall not be located within the required front yard or corner side yard of any lot of record or in any utility, water, sewer, or other type of public easement.

b. All parts of any Ground-Mounted Solar Energy System shall be set back at least ten feet (10') from the interior side and rear property lines.

c. Ground-Mounted Solar Energy Systems shall not exceed twenty percent (20%) of the required rear or backyard.

#### C. Maintenance And Removal Of Solar Energy Systems:

1. Solar Energy Systems must be maintained in good repair and operable condition at all times, including compliance with all applicable Building and Technical Codes to ensure

structural and technical integrity of such facilities. If a system becomes inoperable or damaged, operations must cease and be promptly repaired.

2. If the City determines that a Solar Energy System fails to comply with the applicable provisions of this Code, the City shall provide written notification to the property owner. The property owner shall have a period of thirty (30) days from the date of notification to either restore the Solar Energy System to operation or remove the system.

3. In the event such Solar Energy System is not brought into compliance with this Code within the specified time period, the City may cause the removal of Solar Energy System at the property owner's expense. (Ord. 0-07-2019, 4-15-2019)

## CHAPTER 18

### RESIDENTIAL TENANT AND LANDLORD ORDINANCE

#### SECTION:

8-18-1: Title, Purpose And Scope

8-18-2: Exclusions

8-18-3: Definitions

8-18-4: Rental Agreements

8-18-5: Tenant Rights And Obligations

8-18-6: Landlord Rights And Obligations

8-18-7: Rights And Remedies Under Other Laws

8-18-8: Penalty

#### 8-18-1: TITLE, PURPOSE AND SCOPE:

##### A. Generally.

This chapter shall be known and may be cited as the Residential Tenant and Landlord Ordinance and shall be liberally construed and applied to promote its purposes and policies.

It is the purpose of this chapter and the policy of the City, in order to protect and promote the public health, safety and welfare of its citizens, to establish the rights and obligations of the tenant and the landlord in the rental of dwelling units and to encourage the tenant and the landlord to maintain and improve the quality of housing.

This chapter applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within the City. The chapter applies specifically to rental agreements for dwelling units operated under subsidy programs of agencies of the United States and/or the State of Illinois, including specifically

programs operated or subsidized by the Housing Authority of Cook County and/or Illinois Housing Development Authority to the extent that this chapter is not in direct conflict with statutory or regulatory provisions governing such programs. (Ord. O-20-2020, 12-7-2020)

#### 8-18-2: EXCLUSIONS:

A. Unless created to avoid the application of this chapter, the following arrangements are not governed by this chapter:

1. Transient occupancy in a hotel or motel;
2. Residence at a public or private medical, extended care facility, geriatric facility, convent, monastery, religious institution, temporary overnight shelter, transitional shelter, educational dormitory, or in a structure operated for the benefit of a social or fraternal organization;
3. Occupancy under a contract sale of a dwelling unit if the occupant is the purchaser;
4. Occupancy in a cooperative apartment by a shareholder of the cooperative;
5. Occupancy by an employee of a landlord whose occupancy is conditional upon employment in or about the premises.
6. Residential buildings in which occupancy is limited to six units or less and which are owner-occupied.
7. Buildings owned or managed by the City of Northlake or any other unit of government. (Ord. O-20-2020, 12-7-2020)

#### 8-18-3: DEFINITIONS:

Whenever used in this chapter, the following words and phrases shall have the following meanings:

**DWELLING UNIT:** A structure or part of a structure that is used as a home, residence or sleeping place by one or more persons who maintain a household together with the common areas and all housing services, privileges, furnishings and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities.

**LANDLORD:** The owner, agent, lessor, sublessor or the successor in interest of any of them of a dwelling unit or the building of which it is part.

**OWNER:** One or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership and a right to present use and enjoyment of the premises including a mortgagee in possession.

**PERSON:** means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.

**PREMISES:** means the dwelling unit and the structure of which it is a part, facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants.

**RENT:** All payments to be made to the landlord under the rental agreement. When it is used as a determination of damages and the tenant has a subsidized rent, such as a Housing Choice Voucher, "rent" shall mean the full market rent, not the tenant rent based on income.

**RENTAL AGREEMENT:** A written or oral agreement and valid rules and regulations adopted under Section IV embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.

**TENANT:** A person entitled by written or oral agreement, subtenancy approved by the landlord or by sufferance, to occupy a dwelling unit to the exclusion of others.

**WRITTEN NOTICE:** Communications in writing shared as hand delivered typed or printed documents, mailed documents, or electronically mailed or messaged documents.

**OWNER-OCCUPIED:** That the residential building or at least a portion or one unit thereof, condominium, or cooperative, is occupied by the owner of the residential building as his or her principal residence. (Ord. O-20-2020, 12-7-2020)

#### 8-18-4: RENTAL AGREEMENTS:

##### A.

1. A rental agreement complying with the requirements of this chapter shall be executed for the rental of all dwelling units within the City regardless of the duration of the tenancy herein. The tenant and landlord may include in a rental agreement terms and conditions not prohibited by this chapter and other rules of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

2. All rental agreements for leases of dwelling units subject to this chapter shall contain the full names of all occupants of the dwelling unit leased or to be leased under the rental agreement. The individual occupancy of the dwelling unit shall in no case exceed the maximum occupancy permitted elsewhere in applicable building codes for that size unit.

3. Rent is to be payable at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day to day.

4. Unless otherwise agreed, the tenancy shall be week to week in the case of a tenant who pays weekly rent and, in all other cases, month to month.

B.

1. If the landlord does not sign and deliver a written rental agreement, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it has been signed and delivered by the landlord.

2. If the tenant does not sign and deliver a written rental agreement, acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

3. If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective for only one year.

C. Prohibited Provisions. Except as otherwise provided by this chapter, no rental agreement may provide that the tenant or the landlord:

1. Agrees to waive or to forego rights or remedies under this chapter, Illinois state law, or federal law;

2. Authorizes a confession of judgment, or any entry of a judgment by a court without notice or a trial for any claim including but not limited to debts, liabilities, damages, and obligations, on a claim arising out of the rental agreement;

3. Agrees to a waiver of: service, summons, copy of complaint, petition, right to notice, motion or entry of appearance;

4. Agrees to non-disparagement clause that limits any written or oral statements, remarks, or other communications, public or private, directly or indirectly, made by tenants regarding the landlord, property, management, staff, officers, directors, representatives, investors, shareholders, administrators, affiliates, employees, affiliated corporations, divisions, or subsidiaries;

5. Agrees to the limitation of any liability of the tenant or landlord arising under law or to indemnify the tenant or landlord for that liability or the costs connected therewith;

6. Agrees to waive any written termination of tenancy notice or manner of service thereof provided under state law or this chapter;

7. Agrees to waive the right of any party to a trial by jury;

8. Agrees that in the event of a lawsuit arising out of the tenancy the tenant will pay the landlord's attorney's fees except as provided for by court rules, statute or ordinance;

9. Agrees that either party may cancel or terminate a rental agreement at a different time or within a shorter time period than the other party, unless such provision is disclosed in a separate written notice;

10. Agrees that a tenant shall pay a charge, fee or penalty in excess of \$10.00 per month for the first \$1,500.00 in monthly rent plus five percent (5%) per month for any amount in excess of \$1500.00 in monthly rent for the late payment of rent;

11. Agrees that, if a tenant pays rent before a specified date or within a specified time period in the month, the tenant shall not receive a discount or reduction in the rental amount in excess of \$10.00 per month for the first \$1500.00 in monthly rent plus five percent (5%) per month for any amount in excess of \$1500.00 in monthly rent.

A provision prohibited by this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing any provision known by them to be prohibited, the tenant may recover actual damages sustained by them or two (2) months' rent, whichever is greater.

D. Disclosure of Costs. Except as otherwise provided by this chapter, no rental agreement may provide that the landlord:

1. Impose fees in excess of reasonable expenses incurred by the landlord in connection with the dwelling unit;

2. Pay the cost of a utility for a dwelling unit in which the utility service is individually metered to the dwelling unit and the tenant is directly responsible to the utility company without disclosing to the tenant in the rental agreement:

a. That the cost of the utility shall be the responsibility of the tenant;

b. The annual cost of service from the utility providing the primary service during the previous twelve (12) months.

5. Pay the cost of a utility for a dwelling unit to the landlord without disclosing to the tenant in the rental agreement:

a. That the cost of the utility shall be the responsibility of the tenant;

b. The annual cost of service from the utility providing the primary service during the previous twelve (12) months;

A provision prohibited by this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing any provision known by them to be prohibited, the tenant may recover actual damages sustained by them or two (2) months' rent, whichever is greater. (Ord. 0-20-2020, 12-7-2020)

#### 8-18-5: TENANT RIGHTS AND OBLIGATIONS:

A. Tenant Rights & Remedies. In addition to any remedies provided under municipal, state and federal law, a tenant shall have the remedies specified in this section under the circumstances herein set forth.

1. Material Noncompliance. Material noncompliance by a landlord shall include, but is not limited to, any of the following circumstances:

a. Failure to maintain floors in compliance with the safe load-bearing requirements of the City Code;

- b. Failure to maintain the structural integrity of the building or structure or parts thereof;
- c. Failure to comply with applicable requirements of the City Code for the number, width, construction, location or accessibility of exits;
- d. Failure to maintain exit, stairway, fire escape or directional signs as required by the City Code;
- e. Failure to provide smoke alarms, smoke detectors, sprinkler systems, standpipe systems, fire alarm systems, automatic fire detectors or fire extinguishers where required by the City Code;
- f. Failure to maintain elevators in compliance with applicable provisions of the City Code;
- g. Failure to provide or maintain in good working order a flush toilet, bathroom sink, bathtub or shower, and kitchen sink if applicable;
- h. Failure to maintain heating facilities or gas-fired appliances in compliance with the City Code;
- i. Failure to provide heat or hot water in such amounts and at such levels and times as required by the City Code;
- j. Failure to provide hot and cold running water as required by the City Code;
- k. Failure to provide adequate hall or stairway lighting;
- l. Failure to maintain the foundation, exterior walls or exterior roof in sound condition and repair, substantially watertight and protected against rodents;
- m. Failure to maintain floors, interior walls or ceilings in sound condition and good repair;
- n. Failure to maintain windows, exterior doors or basement hatchways in sound condition and repair and substantially tight and to provide locks or security devices as required by the City Code, including deadlatch locks, deadbolt locks, sash or ventilation locks and front door windows or peepholes;
- o. Failure to supply screens as required by the City Code;
- p. Failure to maintain stairways or porches in safe condition and sound repair;
- q. Failure to maintain the basement or cellar in a safe and sanitary condition;
- r. Failure to maintain facilities, equipment or chimneys in safe and sound working condition;
- s. Failure to prevent the accumulation of stagnant water;
- t. Failure to exterminate insects, rodents or other pests;

- u. Failure to supply or maintain facilities for refuse disposal;
- v. Failure to prevent the accumulation of garbage, trash, refuse or debris;
- w. Failure to provide adequate light or ventilation as required by the City Code;
- x. Failure to maintain plumbing facilities, piping, fixtures, appurtenances and appliances in good operating condition and repair;
- y. Failure to provide or maintain electrical systems, circuits, receptacles and devices as required by the City Code;
- z. Failure to maintain and repair any equipment which the landlord supplies or is required to supply by the City Code;
- aa. Failure to maintain the dwelling unit and common areas in a fit and habitable condition in compliance with the City Code and all applicable, state statutes, federal laws and state and federal regulations.

If there is material noncompliance by the landlord with the rental agreement or with this section which renders the premises not reasonably fit and habitable, the tenant may deliver, at any time of month, a written notice to the landlord specifying the breach and that the rental agreement will terminate on a date not less than fourteen (14) days after receipt of notice unless the breach is remedied by the landlord prior to the expiration of the notice. During that fourteen (14) day period, the tenant may withhold some or all of the rent until the breach is remedied. If the breach is not remedied prior to the expiration of the notice, the rental agreement shall terminate as provided in the notice. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent. If possession shall not be so delivered, then the tenant's notice shall be deemed withdrawn and the lease shall remain in full force and effect. If the rental agreement is terminated, the landlord shall return security.

Except as provided in this chapter, the tenant may recover damages and obtain injunctive relief for any material noncompliance by the landlord with the rental agreement or with this section.

#### B. Failure to Provide Essential Services.

1. If, contrary to the rental agreement, the landlord fails to supply heat, running water, hot water, electricity, gas or plumbing, the tenant shall deliver a written notice to the landlord specifying the service to be restored. If the landlord fails to correct the condition within 24 hours after being notified by the tenant, the tenant may:

- a. Withhold from the monthly rent an amount that reasonably reflects the reduced value of the premises due to the material noncompliance or failure;
- b. Procure reasonable amounts of heat, running water, hot water, electricity, gas or plumbing service and, upon presentation to the landlord of paid receipts, deduct the cost from their rent;

c. Recover damages based upon the diminution in the fair rental value of the dwelling unit and reasonable attorney fees;

d. Procure substitute housing, in which case the tenant is excused from paying rent for the period of noncompliance. The tenant may recover the cost of reasonable value of the substitute housing up to an amount equal to the monthly rent and reasonable fees.

e. In addition, the tenant may:

i. Terminate the rental agreement by written notice to the landlord if the material noncompliance or failure persists for more than 72 hours after the tenant has notified the landlord; provided, however, that no termination shall be allowed if the failure is due to the inability of the utility provider to provide service. If the rental agreement is terminated, the landlord shall return all security deposits thereon and tenant shall deliver possession of the dwelling unit to the landlord within 30 days after the expiration of the 72 hour time period specified in the notice. If possession shall not be so delivered, the tenant's notice shall be deemed withdrawn and the lease shall remain in full force and effect.

2. Tenants may not exercise their rights under this section if the condition was caused by the inability of a utility supplier to provide service or by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

### C. Fire or Casualty.

1. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling unit is substantially impaired, the tenant may:

2. Immediately vacate the premises and notify the landlord in writing within fourteen (14) days thereafter of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of fire or casualty;

3. If continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit;

4. If the tenant desires to continue the tenancy and if the landlord has promised or begun work to repair the damage or destruction but fails to carry out the work to restore the dwelling unit or common area diligently and within a reasonable time, the tenant may notify the landlord in writing within 14 days after the tenant becomes aware that work is not being carried out diligently or within a reasonable time of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of the fire or casualty.

5. If the rental agreement is terminated, the landlord shall return all security deposit. Accounting for rent in the event of a termination, apportionment shall be made of the date of the fire or casualty.

6. A tenant may not exercise remedies in this section if the fire or casualty damage was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or a person on the premises with the tenant's consent.

D. Minor and Other Repairs.

1. If the landlord fails to comply with the rental agreement or with the requirements of this section and the reasonable cost of compliance does not exceed \$500.00 or one-half month's rent, whichever amount is greater, the tenant may recover damages for the breach or may notify the landlord in writing of their intention to correct the condition at the landlord's expense. If the landlord fails to comply within fourteen (14) days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may have work done in a workmanlike manner and, after submitting to the landlord a paid bill from an appropriate tradesman or supplier, deduct from their rent the amount therefore, not exceeding the limits specified in this section.

2. A tenant shall not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

3. Before correcting a condition affecting facilities shared by more than one dwelling unit, the tenant shall notify all other affected tenants of their plans and so arrange the work as to create the least practicable inconvenience to the other tenants.

4. For the purposes of mechanics' lien laws, repairs performed or materials furnished pursuant to this subsection shall be construed as having been performed or furnished pursuant to authority of or written permission of the landlord.

5. If the landlord fails to comply with the rental agreement or with the requirements of this section, the tenant may, where the condition has been cited as a code violation by the City, notify the landlord in writing of the tenant's intention to withhold from the monthly rent an amount which reasonably reflects the reduced value of the premises. If the landlord fails to correct the condition within fourteen (14) days after being notified by the tenant in writing, the tenant may, during the time such failure continues, deduct from the rent the stated amount. A tenant shall not withhold rent under this subsection if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

E. Rights of Possession and Entry.

1. If the landlord fails to deliver possession of the dwelling unit to the tenant in compliance with the rental agreement, rent abates until possession is delivered and the tenant may:

2. Upon written notice to the landlord, terminate rental agreement and, upon termination, the landlord shall immediately return all security deposits;

3. Demand performance of the rental agreement and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by them.

4. An aggrieved person may recover from the person withholding possession an amount not more than two (2) months' rent or twice the actual damages sustained by them, whichever is greater, and reasonable attorney fees.

5. If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful, but which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In each case, the tenant may recover an amount equal to not more than two (2) months' rent or twice the damages sustained by them, whichever is greater, and reasonable attorney fees.

F. Tenant Obligations. The tenant shall:

1. Comply with all obligations imposed upon tenants by provisions of the codes applicable to the dwelling unit;

2. Keep that part of the premises that they occupy and use as safe as the condition of the premises permits;

3. Dispose from their dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

5. Use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, in the premises;

6. Not deliberately destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

7. Conduct themselves and require other persons on the premises with their consent to conduct themselves in a manner that will not disturb their neighbors' peaceful enjoyment of premises;

8. Unless otherwise agreed, only occupy their dwelling unit as a dwelling unit. (Ord. O-20-2020, 12-7-2020)

## 8-18-6: LANDLORD RIGHTS AND OBLIGATIONS:

In addition to any remedies provided under state and federal law, a landlord shall have the remedies specified in this section under the circumstances herein set forth.

A. Landlord Rights and Remedies.

1. Rights of Entry. A tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit:

- a. To inspect the premises or conduct inspections authorized or required by any government agency;
- b. To make necessary or agreed repairs, decorations, alterations or improvements, including where such work elsewhere in the building requires such access;
- c. To supply necessary or agreed services;
- d. To exhibit the dwelling unit to prospective or actual purchasers, mortgagees, workmen or contractors;
- e. To exhibit the dwelling unit to prospective tenants 60 days or less prior to the expiration of the existing rental agreement;
- f. To determine a tenants' compliance with provisions in the rental agreement.

The landlord may only enter at reasonable times, except in case of emergency. An entry between 8:00am and 8:00pm or at any other time expressly requested by the tenant shall be presumed reasonable.

A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases of emergency the landlord shall give the tenant at least two (2) days' notice of their intent to enter. Such notice shall be provided directly to each dwelling unit by mail, telephone, written notice to the dwelling unit or by other reasonable means designed in good faith to provide notice to the tenant. If access is required because of repair work for common facilities or multiple apartments, a general notice may be given by the landlord to all potentially affected tenants that entry may be required. In cases where access is authorized due to emergency the landlord shall give the tenant notice of entry within two (2) days after such entry.

If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or terminate the rental agreement. In either case, the landlord may recover damages and reasonable attorney fees.

If the landlord makes an unlawful entry or entry in an unreasonable manner or repeated unreasonable demands for entry, which have the effect of harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In each case, the tenant may recover an amount equal to one month's rent or twice the damage sustained, whichever is greater, and reasonable attorney fees.

2. Rules and Regulations. The landlord may adopt general rules or regulations concerning the tenant's use and occupancy of the premises. They enforceable only if in writing and:

- a. Their purpose is to promote the convenience, safety and welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities among tenants;
- b. They are reasonably related to the purpose for which they are adopted;
- c. They apply to all tenants in the premises in a fair manner;
- d. They are sufficiently explicit to fairly inform the tenant of what they must or must not do to comply;
- e. They are not for the purpose of evading the obligations of the landlord;
- f. They are not for the purpose of preventing tenants to assemble or otherwise communicate amongst each other about the premises;
- g. The tenant has written notice of them at the time they enter into the rental agreement.

A rule or regulation adopted after the tenant enters into the rental agreement that substantially modifies their bargain is not enforceable unless the tenant consents in writing.

B. Landlord Remedies: Every landlord shall have the remedies specified in this section for the following circumstances:

1. Failure to Pay Rent: If all or any portion of rent is unpaid when due and the tenant fails to pay the unpaid rent within five days after written notice by the landlord of the landlord's intention to terminate the rental agreement if rent is not so paid, the landlord may terminate the rental agreement. Provided, however, that at any time prior to the issuance of any order of possession or an eviction order made pursuant to Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9-101 et seq. the tenant has a one-time right to cure the non-payment of rent by paying the landlord unpaid rent, duly owed from the date of the notice of termination to the date of payment, together with all filing fees and costs paid by the landlord and all fees and costs expended by the landlord for service of process, but not including attorney fees. If the tenant so cures, then the order of possession or eviction order shall be vacated, and the case dismissed upon motion by either the landlord or the tenant. If a landlord does not provide a total amount due, the tenant shall be obligated to provide only the amount of rent due from the notice to the date of judgment. Nothing in this subsection shall affect a landlord's obligation to provide notice of termination of tenancy in subsidized housing as required under federal law or regulations. A landlord may also maintain an action for rent and/or damages without terminating the rental agreement.

2. Material Noncompliance: If there is material noncompliance by a tenant with a rental agreement, the landlord may deliver written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date no less than thirty (30) days after receipt of the notice, unless the breach is remedied by the tenant prior to the expiration of the notice. If the breach is not remedied prior to the

expiration of the notice, the rental agreement shall terminate as provided in the notice. The landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement.

3. Abandonment: Abandonment of the dwelling unit shall have occurred when:

a. Actual notice has been provided to the landlord by the tenant indicating the tenant's intention not to return to the dwelling unit;

b. All persons entitled under a rental agreement have been absent from the unit for a period of 32 days or for one rental period when the rental agreement is for less than a month and such persons have removed their personal property from the premises and rent for that period is unpaid.

Abandonment of the dwelling unit shall not be deemed to have occurred if any person entitled to occupancy has provided the landlord with written notice indicating that they still intend to occupy the unit and make full payments of all amounts due to the landlord.

If the tenant abandons the dwelling unit, the landlord shall make a good faith effort to rent it at a fair rental value. This shall include the acceptance of reasonable subleases. If the landlord succeeds in renting the dwelling unit at a fair rental, the tenant shall only be liable for the amount by which the rent due from the date of abandonment to the termination of the initial rental agreement exceeds the fair rental subsequently received by the landlord from the date of abandonment to the termination of the initial rental agreement. If the landlord makes a good faith effort to rent the dwelling unit at a fair rental and is unsuccessful, the tenant shall be liable for the rent due for the period of the rental agreement. The tenant shall also be liable for reasonable advertising and redecoration costs incurred by the landlord in re-renting the dwelling unit.

Unless otherwise agreed, if, upon termination of a tenancy including, but not limited to, a termination after expiration of a lease or by surrender or abandonment of the premises, a tenant has left personal property on the premises, and the landlord reasonably believes that the tenant has abandoned such personal property, the landlord may notify the tenant in writing of their demand that such property be removed within dates set forth in the notice, but no less than 14 days after delivery of the notice;

If such property is not removed within the time specified, the property may be sold at a public sale or at a commercially reasonable private sale. The proceeds, less reasonable costs incurred by such sale or storage, shall be held by the landlord for the tenant for one year. If the tenant does not claim the proceeds within one year, the proceeds shall be the property of the landlord. Any public sale, authorized under the provisions of this section, shall be conducted pursuant to law in such instances made and provided;

If the tenant has left personal property which is reasonably determined by the landlord to be valueless or of such little value that the cost of storing and conducting a sale would probably exceed the amount that would be realized from such a sale, the landlord must include in such notice that the landlord intends to destroy or otherwise dispose of the property. If such notice is given and property is not removed within the time specified, the landlord may destroy or otherwise dispose of the property.

After sending written notice, the landlord shall store all personal property of the tenant in a place of safekeeping and shall exercise reasonable care of the property but shall not be responsible to the tenant for any loss not caused by the landlord's deliberate or negligent act or omission. The landlord may elect to store the property in or about the previously vacated premises. The landlord shall be entitled to the cost of storage for the period of time that the property has remained in their safekeeping. In such case the storage shall not exceed commercially reasonable storage rates. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for such storage and removal from the premises to the place of storage.

After the landlord's notice, if the tenant makes timely response in writing of their intention to remove the personal property from the premises and does not do so within the landlord's notice or a mutually agreeable date (whichever is later), it shall be conclusively presumed that the tenant has abandoned such property.

#### 4. Rent and Renewals.

a. If the landlord accepts rent, including holding payment, knowing that it alleges a lease violation, including a default in the payment of rent by the tenant, the landlord waives the right to terminate the rental agreement for that breach.

b. If the rental agreement is terminated, the landlord may maintain a claim for possession or for rent and a separate claim for damages for breach of the rental agreement.

c. No tenant shall be required to renew a rental agreement more than 90 days prior to the termination date of the rental agreement. If the landlord violates this subsection, the tenant shall recover one month's rent or actual damages, whichever is greater.

d. The landlord shall notify the tenant in writing at least 90 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate the tenancy or not renew an existing rental agreement. If the landlord fails to give required written notice, the tenant may remain in the dwelling unit for up to 120 days after the date on which such required written notice is given to the tenant, regardless of the date specified in the existing rental agreement. During such occupancy, the terms and conditions of the tenancy shall be the same as the terms and conditions during the last month of tenancy.

#### C. Landlord Obligations.

The landlord shall maintain the premises in compliance with all applicable provisions of the City Code and shall promptly make any and all repairs to fulfill this obligation.

The landlord and tenant of any dwelling unit may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

The agreement of the parties is entered into in good faith and not for the purpose of evading obligations of the landlord and is set forth in a separate writing signed by the parties and supported by adequate consideration;

The agreement does not diminish or affect the obligation of the landlord to other tenants on the premises.

1. Notice of Habitability.

a. Before a tenant initially enters into or renews a rental agreement for a dwelling unit, the landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing:

b. Any code violations which have been cited by the City or other oversight body during the previous twelve (12) months for the dwelling unit and common areas and provide notice of the pendency of any code enforcement litigation or administrative hearing. The notice shall provide the case number of the litigation and/or the identification number of the administrative hearing proceeding and a listing of any code violations cited;

c. Any notice of intent by the City or any utility provider to terminate water, gas, electrical or other utility service to the dwelling unit or common areas. The disclosure shall state the type of service being terminated, the intended date of termination and whether the termination will affect the dwelling unit, common areas or both.

2. Bed Bugs.

a. Landlords subject to this section must provide to all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on bed bug prevention, detection and control.

b. In any rental unit in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to:

(1) Provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified;

(2) Maintain a written record of the pest control measures performed by the pest management professional on the rental unit. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three years and shall be open to inspection by authorized City personnel.

c. In any multiple rental unit building in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to:

(1) Provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified within the building or portion thereof, including the individual rental units;

(2) Maintain a written record of the pest control measures performed by pest management professional on the building. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three years and shall be open to inspection by authorized city personnel, including but not limited to employees of the departments of health and buildings.

d. A landlord shall provide the pest control services within ten (10) days after:

(1) A bed bug is found or reasonably suspected anywhere on the premises;

(2) Being notified in writing by a tenant of a known or reasonably suspected bed bug infestation on the premises or in the tenant's rental unit.

e. The extermination of bed bugs shall be by inspection, and if necessary, the treatment of the dwelling unit on either side of the affected dwelling unit and the unit directly above and below the affected dwelling unit. This pattern of inspection and treatment shall be continued until no further infestation is detected.

3. Lead Paint. Landlords subject to this section must follow all applicable City, state and federal laws and regulations regarding lead poisoning and must specifically provide all prospective and current lessees with a copy of the current, approved U.S. Environmental Protection Agency federal pamphlet on lead-based paint disclosure and disclose any known lead hazards

4. Disclosure. The landlord or any person authorized to enter into a rental agreement on their behalf shall disclose to the tenant in writing on or before the commencement of tenancy the name, address and telephone number of:

a. The owner or person authorized to manage the premises;

b. A person authorized to act for or on the behalf of the owner for the purpose of service of process and for the purpose of receiving of notices and demands;

c. A person who fails to comply with this section becomes an agent of each person who is a landlord for:

(1) Service of process and receiving of notices and demands;

(2) Performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for that purpose all rent collected from the premises.

d. The information required to be furnished by this section shall be kept current. This section extends to any successor landlord, owner or manager.

e. If the landlord fails to comply with this section, the tenant may terminate the rental agreement. If the landlord fails to comply with this section after receipt of written notice, the tenant shall recover one month's rent or actual damages, whichever is greater, and reasonable attorneys' fees.

5. Notification of Foreclosure.

a. Within seven (7) days of being serviced a foreclosure complaint, an owner or landlord of a premises that is subject to the foreclosure complaint shall disclose, in writing, to all tenants of the premises that a foreclosure action has been filed against the owner or landlord. An owner or landlord shall also disclose, in writing, the notice of a foreclosure to any other third party who has a consistent pattern and practice of paying rent to the owner or landlord on behalf of a tenant.

b. Before a tenant initially enters into a rental agreement for a dwelling unit, the owner or landlord shall also disclose, in writing, that they are named in a foreclosure complaint.

c. The written disclosure shall include the court in which the foreclosure action is pending, the case name, case number and shall include the following language:

d. "This is not a notice to vacate the premise. This notice does not mean ownership of the building has changed. All tenants are still responsible for payment of rent and other obligations under the rental agreement. The owner or landlord is still responsible for their obligations under the rental agreement. You shall receive additional notice if there is change in owner."

e. If the owner or landlord fails to comply with this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of written notice. In addition, if a tenant in a civil legal proceeding against an owner or landlord establishes that a violation of this section has occurred they shall be entitled to recover \$200.00 in damages in addition to any other damages or remedies that the tenant may also be entitled.

#### 6. Limitation of Liability.

a. Unless otherwise agreed, a landlord who sells the premises is relieved of liability under the agreement and this chapter for events occurring subsequent to written notice to the tenant of the sale.

b. Unless otherwise agreed, the manager of the premises is relieved of liability under the rental agreement and this chapter for events occurring after written notice to the tenant of the termination of their management.

#### 7. Security Deposits.

a. A landlord may not demand or receive security in an amount in excess of one and one-half months' rent. A landlord may not avoid the coverage of this subsection by labeling the fee as something other than a security deposit, including "move-in" fee.

b. A tenant shall pay the landlord, at the time the tenant moves into the premises or at any other time mutually agreed upon by the parties, the amount of the security required by the landlord. Any portion in excess of one month's rent, at the election of the tenant, shall be paid either at the time the tenant pays the initial security deposit, or shall be paid in no more than six (6) equal installments no later than six (6) months after the effective date of the lease.

c. A landlord shall hold all security deposits in a federally insured interest-bearing account in a bank, savings and loan association or other financial institution located in the State of Illinois. A security deposit shall continue to be the property of the tenant making such deposit, shall not be commingled with the assets of the landlord and shall not be subject to the claims of a creditor of the landlord or of the landlord's successors in interest, including a foreclosing mortgagee or trustee in bankruptcy.

d. Notwithstanding this section, a landlord may accept the payment of the first month's rent and security deposit in one check or one electronic funds transfer and deposit the check or electronic funds transfer into one account if, within seven (7) business days of acceptance of the check or electronic funds transfer, the landlord transfers the amount of the security deposit into a separate account that complies with this section.

e. The name and address of the financial institution where the security deposit will be deposited shall be clearly and conspicuously disclosed in the written rental agreement signed by the tenant.

f. If, during the pendency of the rental agreement, a security deposit is transferred from one financial institution to another, the landlord shall, within fourteen (14) days of such transfer, notify the tenant in writing of the name and address of the new financial institution.

g. Any landlord who receives a security deposit from a tenant shall give a receipt indicating the amount of such security deposit, the name of the person receiving it and, in the case of the agent, the name of the landlord for whom such a security deposit is received, the date on which it is received, and a description of the dwelling unit. The receipt shall be signed by the person receiving the security deposit. Failure to comply with this subsection shall entitle the tenant to immediate return of security deposit.

h. Upon payment of the security deposit by means of an electronic funds transfer, the landlord shall give the tenant a receipt that complies with this section or an electronic receipt that complies with this section, or an electronic receipt that acknowledges the receipt of the security deposit, a description of the dwelling unit and an electronic or digital signature of the person receiving the deposit.

i. Upon termination of the tenancy, property or money held by the landlord as a security deposit must be returned to the tenant within twenty-one (21) days after the tenant has vacated the dwelling unit provided that the landlord or successor landlord may deduct from the security deposit for the following:

(1) Any unpaid rent which has not been validly withheld or deducted pursuant to state or federal law;

(2) Any reasonable amount necessary to repair any damage caused to the premises by the tenant or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In the case of such damage, the landlord shall deliver or mail to the last known address of the tenant within thirty (30) days an itemized statement of the damages allegedly caused to the premises and the estimated or actual cost for repairing or replacing each item on that statement, attaching copies of the paid receipts for the repair or replacement. If estimated cost is given, the landlord shall furnish the tenant with copies of paid receipts or a certification of actual costs of repairs of damage if the work was performed by the landlord's employees within 30 days from the date the statement showing estimated costs was furnished to the tenant.

j. In the event of a sale, lease, transfer of ownership or control or other direct or indirect disposition of residential real property by a landlord who has received a security

deposit from a tenant, the successor landlord of such property shall be liable to that tenant for any security deposit which has been paid to the transferor.

k. The transferor shall remain jointly and severably liable with the successor landlord to the tenant for such security deposit unless and until such transferor transfers said security deposit to the successor landlord and provides notice, in writing, to the tenant of such transfer, specifying the name, business address and business telephone of the successor landlord or their agent within ten (10) days of said transfer.

l. The successor landlord shall, within fourteen (14) days from the date of such transfer, notify the tenant, in writing, that any security deposit was transferred to the successor landlord and that the successor landlord is holding said security deposit. Such notice shall also contain the name, business address and business telephone number of the successor landlord or their agent.

m. If the landlord fails to comply with any provision of this section, the tenant shall be awarded damages in an amount equal to two (2) times the security deposit and reasonable attorney fees. This section does not preclude the landlord or tenant from recovering other damages which they may be entitled under this chapter.

#### 5. Retaliatory Conduct.

a. Except as provided for in this section, a landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring action for possession or by refusing to renew a rental agreement because the tenant has in good faith:

(1) Complained of code violations to a governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health, or similar code;

(2) Complained of a building, housing, health or similar code violation or an illegal landlord practice to a community organization or the news media;

(3) Sought the assistance of a community organization, including a legal aid organization, or the news media to remedy a code violation or illegal landlord practice;

(4) Requested the landlord make repairs to the premises as required by a building code, health ordinance, other regulation or the residential rental agreement;

(5) Organized or becomes a member of a tenant union or similar organization;

(6) Testified in any court or administrative proceeding concerning the condition of the premises;

(7) Exercised any right or remedy provided by law.

b. If the landlord acts in violation of this section, the tenant has cause of action against the landlord and/or a defense in any retaliatory action against them and is entitled to the following remedies:

c. The tenant shall recover possession or terminate the rental agreement and, in either case, recover an amount equal to not more than two (2) months' rent or twice the damage sustained by the tenant, whichever shall be greater, and reasonable attorney fees.

d. If the rental agreement is terminated, the landlord shall return all security deposits recoverable under this chapter.

e. In an action by or against the tenant, if there is evidence of a complaint within one year prior to the alleged act of retaliation, it may be presumed that the landlord's conduct is retaliatory. The presumption shall not arise if the tenant made the complaint after notice of a proposed rent increase.

f. A landlord's behavior shall not be considered retaliatory if any code violation was caused primarily by the lack of care of the tenant, a member of the tenant's family or other person on the premises with the tenant's consent.

#### 9. Anti-Lockout Provision.

a. It is unlawful for any landlord or any person acting at his direction knowingly to oust or dispossess or threaten or attempt to oust or dispossess any tenant from a dwelling unit without authority of law, by plugging, changing, adding or removing any lock or latching device; or by blocking any entrance into said unit; or by removing any door or window from said unit; or by interfering with the services to said unit; including but not limited to electricity, gas, hot or cold water, plumbing, heat or telephone service; or by removing a tenant's personal property from said unit; or by the removal or incapacitating of appliances or fixtures, except for the purpose of making necessary repairs; or by the use or threat of force, violence or injury to a tenant's person or property; or by any act rendering a dwelling unit or any part thereof or any personal property located therein inaccessible or uninhabitable. The foregoing shall not apply where:

(1) A landlord acts in compliance with the laws of Illinois pertaining to forcible entry and detainer and engages the sheriff of Cook County to forcibly evict a tenant or his personal property; or

(2) A landlord interferes temporarily with possession only as necessary to make needed repairs or inspection and only as provided by law; or

(3) The tenant has abandoned the dwelling unit.

b. Removal of personal property when a landlord is acting in compliance with the laws of Illinois pertaining to distress for rent (735 ILCS 5/9-301 et seq.) will not be considered a violation of this section. (Ord. 0-20-2020, 12-7-2020)

#### 8-18-7: RIGHTS AND REMEDIES UNDER OTHER LAWS:

To the extent that this chapter provides no rights or remedies in a circumstance, the rights and remedies available to landlords and tenants under the laws of the State of Illinois shall remain applicable. (Ord. 0-20-2020, 12-7-2020)

**8-18-8: PENALTY:**

In addition to the other penalties provided in this chapter, any violation of this chapter shall be punishable by a fine of not less than \$100.00 nor more than \$1,000.00. Each day that a violation exists shall constitute a separate and distinct offense. (Ord. O-20-2020, 12-7-2020)