### Chapter 19

#### BUILDING CODE

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#### 19.01 BUILDING CODE ADOPTION

The following list of codes is hereby adopted as part of the Building Code of the City for the control of buildings and structures as therein provided in each code. Except as provided in Section 19.02 of this Code, each and all of the regulations, provisions, penalties, conditions and terms contained in each code described below are hereby referred to, adopted and made a part hereof as if fully set forth in this Code: (Ord. 2015-107, §1; Ord. 2013-101, §1; Ord. 2010-107, §1, Ord. 2006-135, §1; Ord. 2002-127, §1)

B. International Residential Code; 2012 Edition  
C. International Mechanical Code; 2012 Edition  
D. International Property Maintenance Code; 2012 Edition  
I. International Fire Code; 2012 Edition  
L. NFPA 72 Fire Alarm Code; 2013 Edition  
19.02 EXCEPTIONS

Each and all of the regulations, provisions, penalties, conditions and terms contained in each code described in Section 19.01 are hereby referred to, adopted and made a part hereof as if fully set forth in this Code, except as provided below:

A. All words contained in the Building Code which refer to the municipality or other words of similar meaning shall mean the City of Harvard.

B. The words "municipal authority" and "government authority" and words of similar meaning shall, for the purposes of this Code, mean the Corporate Authorities of the City of Harvard.

C. The words "enforcing officer", "hearing officer", "building inspector" and "building official" and other words of similar meaning shall refer to the person or entity designated by Corporate Authorities to act in that capacity.

D. In the event there are any other exceptions to the codes described in Section 19.01 the Harvard Municipal Code shall prevail.

E. As an exception to 225 ILCS 320/3(2) (Illinois Plumbing License Law), all plumbing installations, alterations and repairs of plumbing systems shall be performed by a licensed plumber or apprentice plumber as defined by the Illinois Plumbing License Law 225 ILCS 320/2.

F. With respect to Section 106.4, Violation Penalties, of the International Property Maintenance Code, that Section shall be deleted and replaced with the following: Any person, firm, partnership or corporation who violates provisions of, or fails to comply with any of the requirements of the International Property Maintenance Code shall, upon conviction, be subject to a fine of not less than $500.00 plus the City's cost of prosecution, including attorneys fees incurred by the City. Each day that a violation continues to exist shall be deemed a separate offense. (Ord. 2002-127, §3, 2002; Ord. 98-104, 1998; Ord. 94-136, §2, 1994)


H. The imposition of any penalty pursuant to this Ordinance shall not preclude the City from instituting additional actions or proceedings in a court of proper jurisdiction to prevent an unlawful repair or maintenance; to restrain, correct or abate a violation; to prevent the occupancy of a building; to require compliance with the provisions of this Ordinance or other applicable laws, ordinances, rules or regulations. (Ord. 2002-127, §2; Ord. 98-104; Ord. 94-136, §2)

I. National Electric Code: Except as provided herein, all new buildings constructed in the following zoning districts shall be constructed using conduit: Business, Manufacturing,
Multifamily, Single Family Residence and all other Residential Districts, where inside walls are exposed, e.g. garage areas. (Ord 2019-102, §18; Ord. 2002-127, §2; Ord. 98-104; Ord. 95-153, §1)

I. Delete all references in the International Residential Code; 2012 Edition, to Section P2904, Dwelling Unit Fire Sprinkler Systems. (Ord. 2015-107, §2)

K. Delete all references in the International Residential Code; 2012 Edition, to Section R309.5, Fire Sprinklers. (Ord. 2015-107, §2)

L. Delete all references in the International Residential Code; 2012 Edition to Section R313, Automatic Fire Sprinkler Systems. (Ord. 2015-107, §2)

M. Delete all references in the NFPA 101 Life Safety Code; 2006 Edition, to Section 24.3.5.1, Extinguishment Requirements. (Ord. 2015-107, §2)

19.03 RESIDENTIAL HOUSING REQUIREMENTS (Ord. 2002-105)

The following provisions shall apply to all residential housing in existence and occupied as of January 1, 2002:

1. Grounding of Electricity: This subsection covers general requirements for grounding and bonding of electrical installations, and the following specific requirements:

   a. Systems, circuits and equipment required, permitted or not permitted to be grounded;
   
   b. Circuit conductor to be grounded on grounded systems;
   
   c. Location of grounding connections;
   
   d. Types and sizes of grounding and bonding conductors and electrodes;
   
   e. Methods of grounding and bonding; and
   
   f. Conditions under which guards, isolation or insulation may be substituted for grounding.

2. General Requirements for Grounding and Bonding: The following general requirements identify what grounding and bonding of electrical systems are required to accomplish. The prescriptive methods contained herein shall be followed to comply with the performance requirements of this Section 19.03.

   a. Grounding of Electrical Systems: Electrical systems that are required to be grounded shall be connected to earth in a manner that will limit the voltage imposed by lightning, line surges or unintentional contact with higher voltage lines and that will stabilize the voltage to earth during normal operation.

   b. Grounding of Electrical Equipment: Conductive materials enclosing electrical conductors of equipment, or forming part of such equipment, shall be connected
to earth to limit the voltage to ground on these materials. Where the electrical system is required to be grounded, these materials shall be connected together and to the supply system grounded conductor as specified herein. Where the electrical system is not solidly grounded, these materials shall be connected together in a manner that establishes an effective path for fault current.

c. Bonding of Electrically Conductive Materials and Other Equipment: Electrically conductive materials, such as metal water piping, metal gas piping and structural steel members, that are likely to become energized, shall be bonded as specified herein to the supply system grounded conductor or, in the case of the ungrounded electrical system, to the electrical system grounded equipment, in a manner that establishes an effective path for fault current.

3. Countertop Receptacle Outlets and Ground Fault Interrupter: A receptacle outlet and ground fault interrupter shall be installed at each island or peninsular countertop with a long dimension of 24 inches or greater and a shorter dimension of 12 inches or greater. Receptacle outlets and interrupters to serve island or peninsular countertops shall be installed above, or within 12 inches below, the countertop. Receptacle outlets and interrupters shall be installed so that no point along the centerline of the long dimension is more than 24 inches, measured horizontally, from a receptacle outlet in that space. A peninsular countertop is measured from the connecting point. Receptacles installed in the kitchen to serve countertop surfaces shall be supplied by not less than two small appliance branch circuits.

4. Romex Type Electrical Wire Prohibited: Unless located entirely within the walls of the structure, non-metallic sheathed electric cable shall be prohibited.

5. Potable Water Service Line Pipe: The potable water service line pipe size shall be determined by appliance load value in accordance with the following tables:

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Occupancy</th>
<th>Type of Supply</th>
<th>Total Load Value in Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water closet</td>
<td>Public</td>
<td>Flush valve</td>
<td>10</td>
</tr>
<tr>
<td>Water closet</td>
<td>Public</td>
<td>Flush tank</td>
<td>5</td>
</tr>
<tr>
<td>Urinal</td>
<td>Public</td>
<td>1&quot; flush valve</td>
<td>10</td>
</tr>
<tr>
<td>Urinal</td>
<td>Public</td>
<td>3/4&quot; flush valve</td>
<td>5</td>
</tr>
<tr>
<td>Urinal</td>
<td>Public</td>
<td>Flush tank</td>
<td>3</td>
</tr>
<tr>
<td>Lavatory</td>
<td>Public</td>
<td>Faucet</td>
<td>2</td>
</tr>
<tr>
<td>Bathtub</td>
<td>Public</td>
<td>Faucet</td>
<td>4</td>
</tr>
<tr>
<td>Shower head</td>
<td>Public</td>
<td>Mixing valve</td>
<td>4</td>
</tr>
<tr>
<td>Service sink</td>
<td>Offices, etc.</td>
<td>Faucet</td>
<td>3</td>
</tr>
</tbody>
</table>
### LOAD VALUES ASSIGNED TO FIXTURES

<table>
<thead>
<tr>
<th>Fixture Type</th>
<th>Location</th>
<th>Fixtures</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitchen sink</td>
<td>Hotel, Restaurant</td>
<td>Faucet</td>
<td>4</td>
</tr>
<tr>
<td>Drinking fountain</td>
<td>Offices, etc.</td>
<td>3/8&quot; valve</td>
<td>0.25</td>
</tr>
<tr>
<td>Water closet</td>
<td>Private</td>
<td>Flush valve</td>
<td>6</td>
</tr>
<tr>
<td>Water closet</td>
<td>Private</td>
<td>Flush tank</td>
<td>3</td>
</tr>
<tr>
<td>Lavatory</td>
<td>Private</td>
<td>Faucet</td>
<td>1</td>
</tr>
<tr>
<td>Bathtub</td>
<td>Private</td>
<td>Faucet</td>
<td>2</td>
</tr>
<tr>
<td>Shower stall</td>
<td>Private</td>
<td>Mixing valve</td>
<td>2</td>
</tr>
<tr>
<td>Kitchen sink</td>
<td>Private</td>
<td>Faucet</td>
<td>2</td>
</tr>
<tr>
<td>Laundry trays (1-3)</td>
<td>Private</td>
<td>Faucet</td>
<td>3</td>
</tr>
<tr>
<td>Combination Fixture</td>
<td>Private</td>
<td>Faucet</td>
<td>3</td>
</tr>
<tr>
<td>Dishwashing machine</td>
<td>Private</td>
<td>Automatic</td>
<td>1</td>
</tr>
<tr>
<td>Laundry machine 8#</td>
<td>Private</td>
<td>Automatic</td>
<td>2</td>
</tr>
<tr>
<td>Laundry machine 8#</td>
<td>Public/general</td>
<td>Automatic</td>
<td>3</td>
</tr>
<tr>
<td>Laundry machine 16#</td>
<td>Public/general</td>
<td>Automatic</td>
<td>4</td>
</tr>
</tbody>
</table>

### TABLE 2

#### SERVICE LINE SUPPLY SYSTEM

<table>
<thead>
<tr>
<th>W.S.F.U.</th>
<th>Pipe Size in Inches</th>
<th>Meter Size in Inches</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>3/4&quot;</td>
<td>5/8&quot;</td>
</tr>
<tr>
<td>10</td>
<td>3/4&quot;</td>
<td>3/4&quot;</td>
</tr>
<tr>
<td>12</td>
<td>3/4&quot;</td>
<td>3/4&quot;</td>
</tr>
<tr>
<td>14</td>
<td>3/4&quot;</td>
<td>3/4&quot;</td>
</tr>
<tr>
<td>16</td>
<td>3/4&quot;</td>
<td>3/4&quot;</td>
</tr>
<tr>
<td>20</td>
<td>3/4&quot;</td>
<td>3/4&quot;</td>
</tr>
<tr>
<td>25</td>
<td>1&quot;</td>
<td>3/4&quot;</td>
</tr>
<tr>
<td>30</td>
<td>1&quot;</td>
<td>1&quot;</td>
</tr>
<tr>
<td>35</td>
<td>1 1/4&quot;</td>
<td>1&quot;</td>
</tr>
<tr>
<td>40</td>
<td>1 1/4&quot;</td>
<td>1&quot;</td>
</tr>
<tr>
<td>45</td>
<td>1 1/4&quot;</td>
<td>1&quot;</td>
</tr>
<tr>
<td>50</td>
<td>1 1/4&quot;</td>
<td>1&quot;</td>
</tr>
<tr>
<td>60</td>
<td>1½&quot;</td>
<td>1½&quot;</td>
</tr>
<tr>
<td>70</td>
<td>1½&quot;</td>
<td>1½&quot;</td>
</tr>
<tr>
<td>80</td>
<td>1½&quot;</td>
<td>1½&quot;</td>
</tr>
<tr>
<td>SERVICE LINE SUPPLY SYSTEM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------</td>
<td></td>
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</tr>
<tr>
<td>90</td>
<td>1½&quot;</td>
<td>1½&quot;</td>
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<td>100</td>
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<td>2&quot;</td>
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<td>120</td>
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<td>200</td>
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<td>225</td>
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<td>250</td>
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<td>3&quot;</td>
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<td>250</td>
<td>2½&quot;</td>
<td>3&quot;</td>
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<tr>
<td>275</td>
<td>2½&quot;</td>
<td>3&quot;</td>
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<tr>
<td>300</td>
<td>2½&quot;</td>
<td>3&quot;</td>
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<tr>
<td>350</td>
<td>2½&quot;</td>
<td>3&quot;</td>
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<td>400</td>
<td>2½&quot;</td>
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<td>450</td>
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<td>1250</td>
<td>4&quot;</td>
<td>4&quot;</td>
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<tr>
<td>1500</td>
<td>4&quot;</td>
<td>4&quot;</td>
</tr>
<tr>
<td>1750</td>
<td>4&quot;</td>
<td>4&quot;</td>
</tr>
<tr>
<td>2000</td>
<td>6&quot;</td>
<td>6&quot;</td>
</tr>
</tbody>
</table>

6. Hot Water Heater Safety Devices: All equipment used for heating water or storing hot water shall be provided with an appropriate relief valve or valves to protect against excessive or unsafe temperature and/or pressure. This shall be achieved by installing either a pressure relief valve and a temperature relief valve or by installing a combination pressure-temperature relief valve. In addition:

a. Pressure Relief Valves: Pressure relief valves shall have an ASME relief rating to meet the pressure conditions specified on the equipment served.

b. Temperature Relief Valves: Temperature relief valves shall bear an American Gas Association (AGA) relief rating, expressed in British Thermal Units (BTU) of heat input per hour.

c. Relief Discharge Outlet:

i. A relief discharge outlet shall be indirectly connected to waste. The
discharge pipe from the relief valve shall not be located in such a way to create a safety hazard or to discharge in such a way as to cause damage to the building or its contents. The relief valve shall not discharge through a wall into the outside atmosphere or where there is a possibility of freezing.

ii. No reduced coupling, valve or any other restriction shall be installed in the discharge line of any relief valve that would impede the flow of discharge. The discharge line shall be installed from the relief valve to within six inches of the floor or receptor and the end of such line shall not be threaded.

7. **Gas Valves:**

   a. Approved Type: Gas valves shall be listed and labeled or approved for fuel gas service and compatible with the gas piping served. Manually operated gas valves shall conform to ANSI Z21.15 or ANSI/ASME B 16.33.

   b. Size: Gas valves shall be equivalent in nominal size to the piping served.

   c. Shutoff Valves: An accessible, approved shutoff valve shall be installed in the fuel-gas piping outside of each appliance and ahead of the union connection thereto in addition to any valve provided on the appliance. Such valve shall be within six feet of the appliance it serves and in the same room or space where the appliance is located.

   d. Appliance Removal: Shutoff valves may be accessibly located inside or under an appliance which such appliance can be removed without removal of the shutoff valve.

   e. Wall Appliance: Shutoff valves may be accessibly located inside wall heaters and wall furnaces listed for recessed installations where necessary maintenance can be performed without removal of the shutoff valve.

   f. Fireplace Outlets: Gas outlets located in fireplaces shall be controlled by a listed and labeled shutoff valve located in the same room outside the hearth and not more than four feet from the outlets. When gas piping on the discharge side of the valve penetrates the masonry hearth or walls, it shall be embedded in or surrounded by not less than 1½ inches of concrete or masonry or encased in a metal sleeve. The space between the gas pipe and the sleeve shall be sealed with a high-temperature compound to prevent hot embers from endangering adjacent combustible surfaces.

   g. Quick-Disconnect Devices: Gas utilization equipment may be connected to the building piping by means of a listed and labeled quick-disconnect device. When installed indoors, a manual shutoff valve shall be installed upstream of the quick-disconnect device. Gas convenience outlets conforming to AGA Requirement 7-90 shall not require a manual valve upstream of the device.

8. **Required Outdoor Lighting:** The owner of every multiple family dwelling shall install and maintain a light or lights at or near the outside of the front entrance-way of the
building which shall in the aggregate provide not less than 50 watts incandescent illumination for a building with a frontage up to 22 feet and 100 watts incandescent illumination for a building with a frontage in excess of 22 feet, or equivalent illumination and shall be kept burning from sunset every day to sunrise on the day following. In the case of a multiple family dwelling with a frontage in excess of 22 feet, the front entrance doors of which have a combined width in excess of five feet, there shall be at least two lights, one at each side of the entrance way, with an aggregate illumination of 150 watts or equivalent illumination. The owners shall determine the actual location, design and nature of the installation of such light or lights to meet practical, aesthetic and other considerations, so long as the minimum level of illumination is maintained.

9. **Exterior Maintenance:**

**Exterior Property Areas**

- **Sanitation:** All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The owner shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

- **Grading and drainage:** Except for designated water retention areas approved by the City, all premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

- **Sidewalks and driveways:** All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions. For purposes of this subsection “hazardous conditions” shall include but not be limited to gravel driveways with potholes deeper than six inches and wider than four inches.

- **Rat harborage:** All structures and exterior property shall be kept free from rat infestation. Where rats are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

- **Exhaust vents:** Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

- **Accessory structures:** All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

**Exterior Structures**

- **General:** The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

- **Exterior painting:** All wood and metal surfaces, including but not limited to,
window frames, doors, door frames, cornices, porches and trim shall be maintained in good condition. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

c. Street numbers: Each structure to which a street number has been assigned shall have such number displayed in a position easily observed and readable from the public right-of-way. All numbers shall be in arabic numerals at least three inches high and ½ inch stroke.

d. Structural members: All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

e. Foundation walls: All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rats.

f. Exterior walls: All exterior walls shall be free from holes, breaks, loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

g. Roofs and drainage: The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

h. Decorative features: All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

i. Overhang extensions: All canopies, marquees, signs, metal awnings, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

j. Stair and walking surfaces: Every stair, ramp, balcony, porch, deck or other walking surface shall comply with the provisions of the applicable property maintenance code provisions incorporated in this Chapter 19.

k. Stairways, decks, porches and balconies: Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

l. Chimneys and towers: All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and
against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

m. Handrails and guards: Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

n. Window and door frames: Every window, door and frame shall be kept in sound condition, good repair and weather tight.

o. Glazing: All glazing materials shall be maintained free from cracks and holes.

p. Openable windows: Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

q. Insect screens: Every door and window opening to a habitable room of a residential structure shall be supplied with an approved tightly fitted screen.

r. Doors: All exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guestrooms shall tightly secure the door.

s. Basement hatchways: Every basement hatchway shall be maintained to prevent the entrance of rats, rain and surface drainage water.

t. Guards for basement windows: Every basement window that is openable shall be supplied with rat proof shields, storm windows or other approved protection against the entry of rats.

19.04 PERMIT SCHEDULE

A. Any person or entity issued a building permit shall begin construction within 90 days after the permit is issued.

B. No excavation or ground stripping shall be allowed prior to the issuance of a building permit without the express written permission of the Building and Zoning Commissioner.

C. Building Permits shall expire if work is not completed within the time designated after a building permit is issued:

1. Residential and multiple family dwelling, 12 months; (Ord. 2007-104)
2. Commercial/industrial building, 24 months;
3. Garage, six months;
4. Remodeling and additions, 12 months; and
5. Fences, sidewalks, patios and swimming pools, two months.

D. If, after the expiration of the building permit, the work for which the building permit was issued has not been completed, the permit holder must request an extension of said
permit from the Building and Zoning Commissioner. Permits may be extended for no more than
90 days upon a showing by said permit holder that construction was not completed in the
prescribed time through no fault of his own. If the permit holder cannot show that the delay was
through no fault of his own, the permit will be extended for no more than 30 days.

Notwithstanding this subsection, the City is not required to extend any permit.

E. If construction activity is dormant for six weeks during the permit period the
permit will be deemed expired.

F. Construction not completed within the prescribed time will constitute a violation
of the Harvard Building Code and each day the work is not completed shall be considered a
separate violation and subject to fine. Said fine shall not be less than $100.00 nor more than
$500.00.

G. Building Permit Fee Schedule. The fee for each plan examination, building
permit, storm water management permit and inspection shall be paid pursuant to Chapter 20,
City Fees and Charges, of this Code before a building permit is issued. (Ord. 2011-114, §2)

19.05 LICENSE

Every tradesman, general contractor or subcontractor engaged in any kind of construction
work, remodeling, repair, moving or demolition of buildings or structures or parts, services or
equipment thereof, within the City, shall be annually licensed by the City prior to rendering any
such service. The license year will run from January 2 through January 1 of the following year.
Application forms for the annual license are available from City Hall and will include, but not be
limited to, evidence of sufficient liability insurance. A violation of any City ordinance shall be
considered grounds for revocation of a license. The annual license fee shall be paid pursuant to
Chapter 20, City Fees and Charges of this code and shall not be prorated or transferable. (Ord.
2006-129, §II)

19.06 UNLAWFUL CONTINUANCE

Any person who continues any work in or about a 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 $25.00 nor more than $500.00. Each
day on which such work shall continue after a stop work order is issued shall be a separate
offense.

19.07 UNLAWFUL PERMIT ISSUANCE

A building permit shall not be issued to a person who has an outstanding expired building
permit and the building is incomplete or is indebted to the City in reference to building code
violations.

19.08 SWIMMING POOL, SPA AND HOT TUB REQUIREMENTS

A. Definitions: The following definitions shall be applicable to this Section 19.08:

Barrier: A fence, wall, building wall or combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.

Fence: A structure, including gates, constructed of wood, metal or masonry, that is used as a boundary, or means of protection, confinement or privacy.

Hot tub: See definition for spa.

In-ground pool: See definition for swimming pool.

Neighboring residence: A one- or two-family dwelling, or a single family townhouse not more than three stories in height, situated on improved property within 500 feet of a residential swimming pool.

Residential: That which is situated on the premises of a detached single or two-family dwelling or a one-family townhouse, not more than three stories in height.

Spa - portable, nonportable, hot tub: A non-permanent structure intended for recreational bathing, in which all controls, water heating and water circulating equipment are an integral part of the product.

Swimming pool: Any manmade structure intended for swimming or recreational bathing that contains water over 24 inches deep. This includes in-ground, aboveground and on-ground swimming pools, hot tubs and spas.

Swimming pool - indoor: A swimming pool which is totally contained within a structure and surrounded on all four sides by walls of said structure.

Swimming pool - outdoor: Any swimming pool which is not an indoor pool.

B. **Outdoor Swimming Pool Requirements**: An outdoor swimming pool, including an in-ground, aboveground or on-ground pool, hot tub or spa shall be provided with a barrier which shall comply with the following:

1. **Barrier**: The top of the barrier shall be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be four inches measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an aboveground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be four inches. (Ord. 2019-126, §1)
2. Barrier Openings: Openings in the barrier shall not allow passage of a 4-inch diameter sphere.

3. Solid Barriers: Solid barriers which do not have openings, such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

4. Where the barrier is composed of horizontal and vertical members of 45 inches or more, spacing between vertical members shall not exceed four inches. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¾ inches in width.

5. Maximum mesh size for chain link fences shall be a 1¼ inch square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than 1¾ inches.

6. Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall be no more than 1¾ inches.

7. Access gates shall comply with the requirements of this Section 19.08-B and shall be equipped to accommodate a locking device. Pedestrian access gates shall open outwards away from the pool and shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches from the bottom of the gate:

   a. The release mechanism shall be located on the pool side of the gate at least three inches below the top of the gate; and

   b. The gate and barrier shall have no opening greater than one-half inch within 18 inches of the release mechanism.

8. Aboveground Pool Structure Used as Barrier: Where an aboveground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure, and the means of access is a ladder or steps, then:

   a. The ladder or steps shall be capable of being secured, locked or removed to prevent access, or

   b. The ladder or steps shall be surrounded by a barrier which meets the requirements of Sections 19.08-B-1 through 9. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch diameter sphere.

   c. Where a barrier is located on the upper rim of a pool, the height of the barrier shall be measured 48 inches from the outside perimeter of the pool.
C. **Barrier Locations:** Where a barrier is located on the upper rim of the pool, the height of the barrier shall be measured 48 inches from the outside perimeter of the pool.

D. **Exemptions:** A spa with a solid lockable safety cover which complies with ASTM ES 13-89 shall be exempt from the provisions of this Section 19.08. Swimming pools with safety covers shall not be exempt.

E. **Building Permit:** A building permit shall be required for swimming pools as defined in Section 19.08-A. Accompanying the building permit application shall be a plot plan showing the location of any structures and proposed location of the pool on the lot. (Ord. 2006-132, §1)

F. **Location:** Swimming pools shall only be allowed in the rear yard and all setback requirements of the Unified Development Ordinance must be met. (Ord. 2019-126, §2; Ord. 2006-132, §1)

F. **Septic Field:** In-ground pools shall not be permitted on property that is serviced by a septic field. (Ord. 2006-132, §1)

### 19.09 CERTIFICATE OF OCCUPANCY

A. A certificate of occupancy shall not be issued without compliance with the provisions of this Chapter.

B. The Building and Zoning Commissioner shall file an unexecuted certificate of occupancy with the Supervisor of Assessments of McHenry County.

C. Upon filing of the unexecuted certificate of occupancy with the Supervisor of Assessments, the Supervisor of Assessments shall present the owner with a receipt therefor showing the filing date of the unexecuted certificate of occupancy and that the property is subject to an increase in assessment from the date of issuance of an executed certificate of occupancy on a proportionate basis for the year in which the improvement was completed.

D. The owner of the property shall file the receipt from the Supervisor of Assessments with the Building and Zoning Commissioner and the Building and Zoning Commissioner shall issue a certificate of occupancy to the owner in accordance with Ordinances of the City.

E. Immediately upon the issuance of a certificate of occupancy, the Building and Zoning Commissioner shall file a certified copy of said certificate of occupancy with the McHenry County Supervisor of Assessments.

F. In the event a Certificate of Occupancy is issued prior to the completion of all requirements (i.e. grading, seeding, driveway, etc.) all requirements shall be completed within six months.

### 19.10 RESIDENTIAL OCCUPANCY

A. **Definitions:** Terms used in this Section shall be defined as follows:
**Dormitory:** A space in a building where group sleeping accommodations are provided in one room, or in a series of closely associated rooms, for persons not members of the same family group. (Ord. 2000-137,§1,2000)

**Dwelling:** A building or portion thereof designed or used exclusively for residential occupancy but not including overnight or transient accommodations in hotels, motels and conditional uses. As to those buildings, or portions thereof, used exclusively for a form of residential occupancy for which a conditional use permit is required, the City Council shall determine the appropriate occupancy restrictions and the general occupancy restrictions that may be mandated from time to time by ordinance, will not necessarily be applicable.

**Dwelling Unit:** One or more rooms that are located in a dwelling, and that are arranged, designed or used as living quarters for one family only, and containing complete kitchen and toilet facilities, permanently installed; or

A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. (Ord. 2000-137,§1,2000)

**Habitable Room or Habitable Space:** A room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, water closets, compartments, laundries, furnace rooms, pantries, kitchenettes and utility rooms of less than 50 square feet of floor space, foyers or communicating corridors, stairways, closets, storage spaces and workshops, hobby and recreation areas. (Ord. 2000-137,§1,2000)

**Kitchen:** Any room used for the storage of foods, preparation of foods and containing the following equipment: sink and/or other device for dishwashing, stove or other device for cooking, refrigerator or other device for cool storage of food, cabinets and/or shelves for storage of equipment and utensils and counter or table for food preparation.

**Occupant:** Any individual, over one year of age, living, sleeping, cooking or eating in or having possession of a dwelling unit, or a rooming unit, except that in dwelling units a guest shall not be considered an occupant; or

Any person living or sleeping in a building; or having possession of a space within a building.

**Operator:** Any person who has charge, care, control and management of the building, or part thereof, in which dwelling or rooming units are let; or

Any person who has charge, care of control of a structure or premises which is let or offered for occupancy.

**One-Family Dwelling:** A building containing one dwelling unit with not more than five lodgers or boarders. (Ord. 2000-137,§1,2000)

**Owner:** Any person who alone or jointly or severally with others, shall have legal title to any premises, dwelling or dwelling unit, with or without accompanying actual possession thereof, or who shall have charge, care or control of any premises, dwelling or dwelling unit, as owner, or
agent of owner, or an executor, administrator or trustee, or guardian of the estate of the owner. Any such person thus representing the actual owner shall be bound to comply with the provisions of this Ordinance, and of the rules and regulations of this Ordinance, and of the rules and regulations adopted pursuant thereto, to the same extent as if he were the owner, or

Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or City has holding title to the property; or otherwise having control of the property, including guardian of the state of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**Rooming Unit:** Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes. (Ord. 2000-137, §1)

**Two-Family Dwelling:** A building containing two dwelling units with not more than five lodgers or boarders per family. (Ord. 2000-137, §1)

B. **Purpose:** This section is adopted for the following purposes:

1. To promote and protect the public health, safety, morals, comfort and general welfare.

2. To establish conditions regarding the occupancy of, and living conditions in property used for residential purposes so as to correct adverse conditions, and achieve and maintain certain minimal standards of residential environmental quality.

C. **Maximum Density, Minimum Space, Use and Location Requirements:**

1. **Maximum Occupancy.** The maximum occupancy for any dwelling unit shall not exceed two times the number of bedrooms plus one additional person. For example, the maximum occupancy in a three bedroom house shall be seven people. (Ord. 2000-137, §2)

2. **Basements.** No space located more than four feet below grade shall be used as habitable space of a dwelling, except that a basement recreation or family room, where a separate living room is provided elsewhere in the dwelling unit, may have a floor level more than four feet below finished grade level. (Ord. 2000-137, §2)

3. **Access to Habitable Space.** In each dwelling or dwelling unit there shall be access from each kitchen. Access to every habitable space in a dwelling or dwelling unit shall be provided without having to pass through another bedroom or kitchen. Access to every habitable space in a dwelling or dwelling unit shall be provided without having to pass through a bedroom or bathroom. In each dwelling unit, one bedroom and, when more than one bedroom is provided, at least two bedrooms shall have access to a bathroom without passing through another habitable space. (Ord. 2000-137, §2)
4. **Closet Space.** Each dwelling unit shall have at least four square feet of closet space at least six feet in height for the personal effects of each permissible occupant. If such closet space is lacking, in whole or in part, an amount of space equal in square footage for the deficiency shall be subtracted from the area of habitable space used in determining occupancy. (Ord. 2000-137,§2)

5. **Lighting.**
   
a. Every habitable space 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 space shall be 8 percent of the floor area of such room, except in kitchens where artificial light is provided in accordance with the provisions of the building code. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room. (Ord. 2000-137,§2)

b. Every common hall and stairway, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb or equivalent for each 200 square feet of floor area, provided that the spacing between lights shall not be greater than 30 feet. Every exterior stairway shall be illuminated with a minimum of 1 foot candle at floors, landings and treads. (Ord. 2000-137,§2)

c. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures. (Ord. 2000-137,§2)

6. **Ventilation.**
   
a. Every habitable space shall have at least one openable window to the outside. The total openable area of the window in every room shall be equal to at least 45 percent of the minimum glazed area. (Ord. 2000-137,§2)

b. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces except that a window shall not be required in spaces equipped with a mechanical ventilation system that complies with the following: (Ord. 2000-137,§2)

   1. Air exhausted by a mechanical ventilation system from a
bathroom within a dwelling unit shall be exhausted to the exterior and shall not be recirculated to any space, including the space from which such air is withdrawn. (Ord. 2000-137,§2)

2. Air exhausted by a mechanical ventilation system from all other bathrooms or toilet rooms shall be exhausted to the exterior without recirculation to any space, or not more than 85 percent of the exhaust air shall be recirculated where the system is provided with effective absorption and filtering equipment. (Ord. 2000-137,§2)

c. Unless approved through the certificate of occupancy, or, in writing by the Code official, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in a rooming unit or dormitory unit. (Ord. 2000-137,§2)

d. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space. (Ord. 2000-137,§2)

e. Clothes dryer venting systems shall be independent of all other systems and shall be vented in accordance with the manufacturer’s instructions. (Ord. 2000-137,§2)

7. The provisions of this Section 19.09-C shall not be construed to prevent the occupancy of any dwelling unit by a child born subsequent to the initial occupancy of the unit by its family. (Ord. 2000-137,§2)

D. Persons Liable: Persons responsible for complying with the terms of this Ordinance include:

1. Occupants of dwellings, whether they be owners, tenants or otherwise in possession of the dwelling; and

2. Landlords and owners not in possession, or operators of the dwelling, as well as their agents.

E. Penalties: Any owner, occupant, operator or agent of a dwelling or dwelling unit who violates the provisions of this Section 19.10 shall be subject to a fine not less than $500 nor more than $1,000.00 for each offense. A separate offense shall be deemed committed on each day during or on which such violation occurs or continues. The same penalty shall exist for violation of any conditions created by a conditional use permit, issued pursuant to Title 17 of the Harvard Municipal Code. (Ord. 2008-123,§7)

19.11 (SECTION RESERVED)
19.12 REFUSE BIN ENCLOSURES (Amended Ord. 97-152)

A. All new construction on any vacant property zoned Multifamily family residence district, business, business park or manufacturing shall include the construction of at least one refuse bin enclosure. Application for a building permit shall be made to the City pursuant to this Chapter 19 (Ord 2019-102, §19).

B. Any refuse bin enclosure constructed pursuant to this Section 19.11 shall be constructed as follows:

1. Using the same construction materials as the building.

2. Provide an access gate(s), which shall be latchable, of sufficient width to accommodate refuse trucks.

3. Provide a means for locking gates in the open position. Gates shall be of sufficient height to screen all refuse bins and installed high enough (three inches minimum and six inches maximum) to prevent freezing during winter months. A chain attached to the gate with a snap fastener and hoop on the side of the enclosure shall be provided for keeping doors in an open position while the enclosure is serviced.

4. Enclosures shall be at least three feet longer than the refuse container(s) housed within the enclosure.

5. Refuse trucks must be able to back into enclosures that house stationary containers. Rafters on the top of the enclosure are prohibited

6. Location of the enclosure shall permit a refuse truck to back into the enclosure. The grade of the enclosure shall be the same as the driveway access to the enclosure.

7. The enclosures shall have a second, pedestrian access gate.

8. Restaurant enclosures shall be of sufficient size to accommodate grease containers.

C. In the event application is made for a building permit for an addition to an existing building, or reconstruction, on property zoned Multifamily single-family residence district, business, business park or manufacturing, the property owner shall be required to construct a refuse bin enclosure. Construction shall be pursuant to Section 19.11-B herein. (Ord 2019-102, §19)

19.13 INSPECTION OF DWELLINGS (Amended Ord. 2002-115)

A. City Council Findings:

1. The City Council hereby finds it is necessary to promote the public health,
safety and general welfare of residents of the City by securing adequate lighting, heating, ventilation, ingress and egress, and preventing or correcting unhygienic, unsanitary or unsafe conditions posed by buildings which are in a substandard condition or state of disrepair, as manifested by violations of the City Building Code, or other regulations applicable to the condition and use of residential property.

2. The City Council finds that the above-described danger to public health, safety and general welfare of residents of the City is particularly acute with respect to multi-family dwellings, buildings with a dense concentration of dwelling units or rooming units and buildings which by their age, use or manner of construction are prone to experience damage and deterioration.

3. The City Council finds that it is necessary to establish and implement a systematic program of inspection of residential property to identify and correct those properties in such a substandard condition or state of disrepair and to prevent poor building conditions from developing in the future.

B. Definitions: For purposes of this Section 19.13, except as otherwise specified, the terms used shall be defined as provided in Section 19.10, Residential Occupancy, of this Code.

C. Applicability: This Section 19.13 shall apply to:

1. Every multi-family dwelling, as defined in the Harvard Zoning Code, constructed at least 30 years prior to the effective date of this ordinance (March 15, 2002).

2. Every dwelling in those geographic areas of the City which, by the age, construction or use of the buildings contained therein, are determined by the City Council to pose a threat to the public health, safety and general welfare of residents of the City.

D. Inspection for Violations: Every building, or portion of a building, along with all accessory structures located upon the same lot or a contiguous lot, which is subject to this Section 19.13, shall be subject to regular and systematic inspections for compliance herewith. Inspections of such buildings shall consist of both exterior and interior inspections. Exterior inspections shall include the exterior of the building and any accessory structures for violation of any applicable provision of this Code. Interior inspections, however, shall be limited to detect ordinance violations which pose a threat to public health, safety and general welfare of the residents of the City. Items subject to interior inspection shall include, but not be limited, to the following:

1. Smoke detectors, whether battery powered or hard wired, and any other fire detection or fire safety system, fixture or device.

2. Chimneys, or other exhaust or ventilation systems.
3. Railings, balusters and steps.

4. Water heaters, including related valves, gauges, exhaust or ventilation systems, and location.

5. Furnaces and other heating systems, including their location.

6. Supplied facilities (gas, sewer and water), including inspection of all pipes, lines or conduits which carry supplied services within the building.

7. Electrical, including inspection of all wiring, fuse boxes, circuit breakers, outlets or other electrical systems within the building.

8. Kitchen, including inspection of appliances.

9. Bathroom(s), including inspection of the toilet or lavatory and bathtub and/or shower.

10. Habitable rooms, including inspection of outlets, light fixtures and the use of extension cords and space heaters.

11. Exits or other modes of ingress and egress from the building.

12. Occupancy, including inspection to ensure compliance with the residential occupancy provisions of the Harvard Building Code (Chapter 19).

13. Any other violation of this Code related to the health, safety and general welfare of the residents of the City.

E. Frequency of Inspections:

1. All buildings, or portions of buildings, subject to this Section 19.13 shall be inspected at least once every five years. In cases where the building or portion of the building subject to inspection is occupied by the owner, written notice of the date of inspection shall be given to the owner/occupant at least 15 days prior to the date of inspection. All notices sent pursuant to this Section 19.13 shall be by certified mail. In cases where the owner and occupant of a building are not the same individual, written notice of the date of inspection shall be given to both the owner and the building occupant at least 15 days prior to the date of inspection. Said notice shall be on a form prescribed by the City Building Department and shall advise the owner and/or occupant of the date and time of the inspection, his/her right to refuse the inspection and the City’s right to seek issuance of an Administrative Search Warrant in the event of any refusal. No inspection of a building shall occur without the consent of the occupant unless an Administrative Search Warrant is obtained. In those cases where the owner and occupant are not identical, an owner’s denial of access shall not preclude a tenant from granting access.

2. It shall be the responsibility of the owner, owner’s agent or occupant to be
present at the building on the date and time of inspection indicated on the written notice to provide access for the inspection. Owners or occupants wishing to deny access to their property and wishing to have the City obtain an Administrative Search Warrant may notify the City in writing of such denial on the form provided. Any failure by the owner or occupant to respond to the City’s request for consent shall be deemed a denial of consent.

3. Nothing in this Section 19.13 shall preclude the inspection of any building subject to this Section 19.13 more frequently than set forth hereinabove, provided however, that any inspection more frequent than set forth hereinabove shall be based upon a citizen complaint, or other evidence indicating it is more probable than not that an ordinance violation exists.

F. Warrant Procedure:

1. Where the owner and/or occupant has refused to give consent to an inspection of the building, the Building and Zoning Commissioner, or his designated agent, may apply to the Circuit Court of McHenry County for an Administrative Search Warrant.

2. The Circuit Court of McHenry County may consider any of the following factors along with such other matters as it deems relevant in its decision as to whether a warrant shall be issued:
   (a) Eyewitness accounts of violation(s).
   (b) Citizen complaints.
   (c) Tenant complaints.
   (d) Plain view violation(s).
   (e) Violation(s) apparent from City records.
   (f) Property deterioration.
   (g) Age of the property.
   (h) Nature of alleged violation(s).
   (i) Similar properties in area.
   (j) Documented violation(s) of similar properties in the area.
   (k) Passage of time since last inspection.
   (l) Previous violation(s) on the property.
   (m) The use for which the building was constructed.

3. Cause for issuance of an Administrative Search Warrant shall be deemed to exist in light of reasonable legislature 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.

G. Inspection Procedure:

1. If, upon completion of an inspection, the premises are found to be in compliance with all applicable provisions of this Code or other applicable laws, and all taxes and fees have been paid to the City, the City shall issue
a Certificate of Inspection for the building.

2. If, upon completion of an inspection, a building is found to have one or more violations of this Code, or any other violation of applicable law, the City shall provide written notice of such violations to the owner and/or occupant. The City shall set a reinspection date 30 days from the date of the notice of violation. A reinspection shall be performed to determine if all violations have been corrected. If such violation(s) have not been corrected within that period, the City may take any action necessary to enforce compliance with applicable City codes, ordinances or other applicable law. During the period between the initial inspection and reinspection of the premises, the owner may continue to rent, and the occupant may continue to occupy, such premises unless the City determines that the violations are so serious as to threaten the health or safety of the occupants.

3. If such health or safety threatening violations exist, the Building and Zoning Commissioner shall immediately issue a citation for such violation. If such violation is not corrected within five days from the issuance of the citation, the City may commence prosecution of the citation in the Circuit Court of McHenry County.

4. Nothing in this Section 19.13 shall preclude City officials from taking emergency action to abate a nuisance, or any other emergency action to protect the public health, safety and general welfare of residents of the City.

H. **Other Actions**: Nothing in this Section 19.13 shall prevent the City from taking action under any applicable City code or ordinance for any violation thereof, or limit the right or authority of the City to seek injunctive relief or other appropriate legal remedy for any violation of such code or ordinance.

I. **Severability**: If any provision of this Section 19.13 shall be held invalid, its invalidity shall not affect any other provision of this Section 19.13 that can be given effect without the invalid provision, and for this purpose, the phrases, sentences, paragraphs and sections of this Section 19.13 are hereby declared to be severable.

### 19.14 ADDITIONAL REQUIREMENTS

A. **Commercial Key Box**: Except for the construction of single-family dwellings and two-family/duplex dwellings, all new construction shall include an emergency access high security commercial key box. The location and type of the high security commercial key box shall be approved by the Harvard Fire Protection District. (Ord 2019-102, §20; Ord. 2001-140,§1)

B. **Garages**: When a building permit is issued for an attached single family, detached single family and two-family dwelling units in the residential zoning districts, it shall also include, at a minimum, a two-car garage. For any multiple family dwelling unit where there are
three or more dwelling units, and in any R-55 zoning district, at least one indoor parking space shall be provided for each dwelling unit. (Ord 2019-102, §20; Ord. 2006-145, §1)

19.15  DRIVEWAYS AND PRIVATE PARKING LOTS (Ord. 2003-110, §9)

A.  Permit Required:  No person, firm or corporation shall construct a driveway or parking lot without first obtaining a building permit from the City.

B.  Driveways and Parking Area Requirements:  All driveways and parking areas shall be hard surfaced and:  (Ord. 97-111, §1, 1997; Ord. 96-156, §1)

1.  Be graded to provide drainage or surface runoff water to an adequate outlet in compliance with the City's stormwater drainage regulations. Drainage of surface runoff water onto adjacent property is prohibited.

2.  On corner lots, driveways shall be no closer than 25 feet from the intersection.

3.  Driveways and parking areas shall be aligned with the garage door. In the event there is no garage, the driveway or parking area shall be parallel to the principal building and side yard lot line and perpendicular to the roadway. (Ord. 2019-123, §1; Ord. 2007-121, §3)

4.  In the case where a single car garage is attached to the principal use, the driveway may be extended up to 6 feet into the side yard, as long as all setbacks are met and the driveway extension occurs to the opposite side of the principal use. (Ord. 2019-123, §2)

C.  Grade, Surface Finish:  No driveway shall be constructed or graded to leave a step, sharp depression or other obstruction in the sidewalk. The grade shall be as near the sidewalk grade as possible. It is unlawful to have the surface finish of any driveway where the same crosses the sidewalk be constructed of such materials as to render it slippery and hazardous to pedestrians, or to have the grade of such portion vary from the grade of the sidewalk or be other than level. (Ord. 97-111, §1; Ord. 96-156, §1)

D.  Hard Surfacing of Gravel Driveways: Any lot with the principal use of residential in the City having a gravel driveway shall be hard-surfaced pursuant to the City Engineering Standards within one year after the sale of the lot, whether by deed, articles of agreement for deed, installment contract or any other manner, and regardless of whether legal title transfers upon the day of the sale. (Ord. 2004-149; Ord. 2002-120)

E.  Time Limit for Completion of Work.  The construction of any driveway or parking area for new construction, including the surface course, shall be completed prior to the issuance of an occupancy permit and within one year from issuance of the building permit for construction of additional facilities where the premises have been previously occupied. The Mayor and City Administrator shall have the discretionary authority to extend the timeframes referred to herein by a maximum of eight consecutive months. (Ord. 2002-120, §1; Ord. 97-111, §1; Ord. 96-156, §1; Ord. 94-102, §2)
F. Design and Maintenance -- Parking Spaces  
(Ord 2019-102, §21)  
1. Parking Space—Description. A required off-street parking space shall be an area of not less than one hundred seventy-one square feet nor less than nine feet wide by nineteen feet long.  

Residential Zoning Districts:  

a. For purposes of this subsection, rear yard parking area shall mean the area of the driveway between the line extending outward from the rear exterior wall of the principal building and the rear line of the property.  

i. A rear yard parking area shall not exceed 342 square feet.  

ii. The determination of whether a finished rear yard area is a patio or a rear yard parking area shall be at the sole discretion of the Zoning Officer. Certain factors, but not limited to said factors, which shall be used to determine whether an area is a patio or rear yard parking area are the surface of the area, whether any vehicles could be, are or have been parked on the area, whether any furniture or appliances are placed or installed on the area, whether the area is elevated, whether the area is contiguous with the driveway and whether the area abuts the principal building.  

iii. Not more than two vehicles shall be parked in a rear yard parking area at any one time.  

b. There shall be a two-foot setback on the driveway from the side and rear property lines. No driveway may be extended to its maximum width if it will fall within any of the two-foot setbacks.  

c. Parking in a driveway shall be permitted in the required front and rear yard setbacks for one- and two-family dwellings, providing all other requirements of the Harvard Zoning Ordinance are complied with. Except as provided herein at no point behind the line parallel to the City street and 50 feet from the right of way may the driveway width exceed 24 feet or 33 percent of the lot width, whichever is less.  

d. Existing circumstances (as of the effective date of this amendment) may require additional driveway width to comply with City parking ordinances. The Zoning Officer may approve, subject to certain conditions, the widening of a driveway up to an additional nine feet without the need for obtaining a variation pursuant to Section 1.15 of the Harvard Municipal Code.  

G. Penalty: Any person, firm or corporation violating any provision of this Section 19.15 shall be fined not more than $500.00 for each offense. A separate offense shall be
deemed committed on each day during or on which a violation occurs or continues. (Ord. 2002-120, §1; Ord. 97-111, §1; Ord. 96-156, §1)

19.16 SCHOOL IMPACT FEES
(Added 2019-123, §3)

A. Title

This Section 19.16 School Impact Fees shall be known as and may be cited as the Educational Facilities Impact Fee Ordinance (“Ordinance”).

B. Legislative Intent

As a condition of approval of a final plat of subdivision or of a final plat of a planned development, each subdivider or developer shall be required to dedicate land for school purposes to serve the immediate and future needs of the residents of the development, or shall be required to make a cash contribution in lieu of actual land dedication, or a combination of both, at the option of the City and with the concurrence of the affected school district, which concurrence shall be obtained in writing. However, the City shall have the final decision-making power in this regard. The dedications and cash contributions required hereunder shall be made in accordance with the criteria and formulas herein.

C. Criteria for Requiring School Site Dedications

1. Requirement and Population Ratio: The ultimate number of students to be generated by a subdivision or planned development shall bear directly on the amount of land required to be dedicated for school sites. The land dedication requirement shall be determined by obtaining the ratio of (1) estimated number of children to be served in each school classification (as described in Section 19.16.C.2 from the subdivision or planned development over the (2) maximum recommended number of students to be served in each such school classification as stated herein, and then applying such ratio to (3) the appropriate number of acres for a school site of each such school classification as stated herein. The product thereof shall be the acres of land deemed needed to have sufficient land for school sites to serve the estimated increase in number of students for each such school classification.

2. School Classifications and Size of School Site: These requirements for acreage are based upon a review of available data studies and literature on the subject, including but not limited to information provided by the State Superintendent of Education and the unique characteristics of the City. These requirements for acreage shall be presumed as the appropriate acreage requirements and shall be used in calculating any cash in lieu of land dedication herein unless timely objected to as provided herein. Objections to these acreage requirements for any particular development shall be made in accordance with Section 19.16.N herein to the Planning and Zoning Commission. Failure to timely object to these acreage requirements in accordance with Section 19.16.N herein shall thereafter waive any right to raise an objection at a later time.

School classifications and size of school sites serving the City shall be determined in accordance with the following criteria:
<table>
<thead>
<tr>
<th>School Classification by Grades</th>
<th>Maximum Number of Students for Each Such School Classification</th>
<th>Appropriate Number of Acres of Land for Each School Site of Such Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary Schools, Grades Kindergarten through 5th or 6th</td>
<td>450 students</td>
<td>25 acres</td>
</tr>
<tr>
<td>Junior high or middle schools, grades 6th through 8th or 7th and 8th</td>
<td>600 students</td>
<td>40 acres</td>
</tr>
<tr>
<td>High schools, grades 9th through 12th</td>
<td>1500 students</td>
<td>70 acres</td>
</tr>
</tbody>
</table>

3. **Location**: The standards adopted by the affected school district shall be used as a guideline in locating sites. School sites shall be located in the City in accordance with plans heretofore or hereafter adopted by the affected school district.

**D. Criteria for Requiring a Cash Contribution in Lieu of Dedication of School Sites**

When the development is small and the resulting site to be dedicated is too small to be practical, or when the available land is inappropriate for a school site or is in conflict with the approved standards or plan of the affected school district, the City, with the concurrence of the affected school district, shall require the subdivider or developer to pay a cash contribution in lieu of the land dedication.

The cash contribution in lieu of dedication of school sites shall be collected and held in trust by the City or other public body designated by the City, and shall be used for the acquisition of land for school sites to serve the immediate or future needs of children from that subdivision or development, or for the improvement to any existing school site that already serves such needs, or for the construction of school buildings or additions thereto in accordance with Public Act 93-0330, or for any purpose defined by agreement with the subdivider or developer at the time of platting. If any portion of a cash contribution in lieu of dedication of school sites is not expended for the purposes set forth herein within 13 years from the date of receipt, it shall be refunded by the entity holding the contribution to the record owner of the subdivided land at the time of the refund. If there is more than one record owner of the subdivided land or of the land that comprises the planned development, as applicable, such record owners shall share in the refund pro-rata based on the cash contributions originally paid by each property.

1. **Fair Market Value**: The cash contributions in lieu of land shall be based on the fair market value of the acres of land in the area that otherwise would have been dedicated as school sites. In calculating the fair market value on a per acre basis, unless determined otherwise pursuant to Section 19.16.N herein, the following assumptions about the land shall be made: (a) that it is zoned in a one-family dwelling residential zoning district consistent with the City’s development standards; (b) that it is subdivided with appropriate frontage on a dedicated street or road, stubbed with municipal sewer and water, has all appropriate utilities available; (c) that it is improved as set forth in Sections 19.16.H and 19.16.I herein; and (d) that it is otherwise property capable of being used for residential development. Based upon a study of real estate transactions in the City for the past three years, it has been determined that the present fair market value of such improved land in and
surrounding the City is, as of the effective date of the Educational Facilities Impact Fee Ordinance, $113,475 per acre. These figures shall be adjusted by the City Council from time to time with appropriate study and documentation. The fair market value as defined above shall be used in calculating any cash contribution in lieu of land dedication required herein unless timely objected to as provided in Section 19.16.N herein. Objections to the fair market value as defined above shall be made in accordance with Section 19.16.N to the Planning and Zoning Commission. Failure to timely object to the fair market value as defined above in accordance with Section 19.16.N herein shall thereafter waive any right to raise an objection at a later time.

2. Criteria for Requiring Dedication and a Contribution: There will be situations in subdivisions or planned developments when a combination of land dedication and a cash contribution in lieu of land are both necessary. These occasions will arise when:
   (a) only a portion of the land to be developed is proposed as the location for a school site (that portion of the land within the subdivision falling within the school location shall be dedicated as a site as stated above, and a cash contribution in lieu thereof shall be required for any additional land that would have been required to be dedicated); or
   (b) a major part of the local school site has already been acquired by the particular district and only a small portion of land is needed from the developer to complete the site (the remaining portion shall be required by a cash contribution in lieu thereof).

E. Density Formula

The Table of Estimated Ultimate Population Per Dwelling Unit (“the Density Formula”), attached as Exhibit A, prepared by Illinois School Consulting Service/Associated Municipal Consultants (“ISCS/AMC”), Inc., 1996, and as updated from time to time, is generally indicative of current and short-range projected trends in family size for new construction and shall be used in calculating the amount of required dedication of acres of land or the cash contributions in lieu thereof unless a written objection is filed thereto by the subdivider or developer.

A bedroom, as used in this Educational Facilities Impact Fee Ordinance, shall include any room which may be used for bedroom purposes, such as a den, study, loft or extra room located on any floor in a dwelling unit which may be convertible into a sleeping area and is not clearly identified for some other specific purpose such as a kitchen (one per unit), dining room (one per unit), living room (one per unit), bathroom(s) and family room (one per unit).

This Density Formula, as updated, shall be used in calculating any cash in lieu of land dedication herein unless objected to as provided in Section 19.16.N herein. The City recognizes that the Density Formula may be updated from time to time and will, as a result, adopt these updates periodically by amending the Educational Facilities Impact Fee Ordinance accordingly. Objections to the Density Formula shall be made in accordance with Section 19.16.N to the Planning and Zoning Commission. Failure to object to the Density Formula in accordance with Section 19.16.N shall thereafter waive any right to raise an objection at a later time.

In the event a subdivider or developer files a written objection to the Density Formula, he shall submit his own demographic study showing the estimated additional population to be generated.
from the subdivision or planned development, and in that event final determination of the density formula shall be made in accordance with Section 19.16.N herein.

F. Reservation of Additional Land

When the Comprehensive Plan or the standards of the City call for a larger amount of school sites in a particular subdivision or planned development than the developer is required to dedicate pursuant to this Educational Facilities Impact Fee Ordinance, the land needed beyond the developer's dedication shall be set aside and reserved by the developer for subsequent purchase (at a price determined at the time of reservation) by the City or other public body designated by the City, provided that such acquisition is made within one year from the date of approval of the final plat.

G. Combining with Adjoining Developments

Where appropriate, a school site that is to be dedicated should, if possible, be combined with dedications from adjoining developments in order to produce usable school sites without undue hardship on a particular developer.

H. Topography and Grading

The slope, topography and geology of the dedicated site as well as its surroundings must be suitable for its intended purpose. Stormwater detention areas shall not be accepted for City or school ownership and maintenance, and the portion of a detention area designed to function primarily as a component of the Stormwater control system shall not serve as a credit toward the required site dedication. Stormwater retention areas shall not be accepted for City or school ownership and maintenance and shall not serve as a credit toward the required site cash contribution in lieu of land dedication.

In addition, the following site conditions and preparation standards shall be met:

1. Slope:
   
a. Should not vary greatly in appearance from existing and adjacent slopes;

b. Optimum slopes range from two percent minimum to five percent maximum. No less than two percent slope is acceptable under any circumstances;

c. Maximum allowable slope is 10 percent, except under special conditions where greater slopes are desirable to enhance the use of the site; and

d. On-site drainage patterns shall be designated and constructed to:

   i. Ensure flow toward swales; and

   ii. Ensure drainage away from active areas.
2. Grading:
   a. Rough grading shall be completed at time of rough grading of adjacent contiguous area;
   b. Grading shall comply with City approved plans;
   c. Subgrade shall be graded and compacted so it will parallel finished grade;
   d. Subgrade material shall be loosened and fine graded to a depth of two to four inches. All stones over four inches in size, sticks, debris, rubbish and other foreign substances shall be removed; and
   e. Finished grades shall be uniform in slope between points for which elevations have been established.

3. Soils:
   a. Soils shall not differ from those naturally occurring;
   b. Soils shall not offer any restriction to the ultimate use of the property;
   c. Topsoil shall be spread evenly and lightly compacted to a minimum depth of six inches over the entire site;
   d. Topsoil must be good, friable soils with good tillage and shall be without any admixture of subsoil, clay, gravel, stones, debris, refuse, sand or other subsurface elements;
   e. Topsoil shall not be placed in a muddy or frozen condition;
   f. Topsoil shall contain no toxic substances which may be harmful to plant growth; and
   g. Topsoil shall be spread no later than the placement of topsoil on the first lot adjacent to the site.

4. Seeding:
   a. All proposed school sites shall be seeded and an acceptable stand of grass or vegetation established prior to dedication of the area to the City or school;
   b. Seeding shall be completed during the fall or spring planting times, depending upon the recommended seed planting specifications;
   c. Seeding shall be on moderately dry soil on a seed bed which will easily accept and nurture germination of seeds;
   d. Seeding shall be watered sufficiently so that the vegetation becomes reasonably established; and
e. The developer shall be responsible for making necessary reparations to the site caused by erosion or other damage. Reparations shall be completed prior to acceptance of the site.

I. Improved Sites

All sites shall be dedicated in a condition ready for full service of electricity, natural gas, telephone and cable television, water, sewer and streets (including enclosed drainage and curb and gutter, where applicable), as applicable to the location of the site, and shall otherwise comply with the requirements of Article 12, Subdivisions, of the Unified Development Ordinance, of the Harvard Municipal Code (“Subdivision Regulations”). The landscaping normally included within the definition of “improved” sites under the Subdivision Regulations may be deleted due to the delay time between dedication of any such school site and the construction of school facilities thereon, except for groundcover as required in paragraph 4 in Section 19.16.H herein. The site shall have direct access to a fully improved street across at least 20 percent of the distance of its perimeter. School sites should ideally be accessible by a bicycle/pedestrian trail, and any such access route onto the property shall be at least 30 feet wide. Such access routes should normally be dedications and not easements, depending on which entity of government is to be responsible for said routes. Any vehicular access route leading to or on the site shall be of sufficient size and good geometry to properly accommodate vehicles that will access and traverse the site, including but not limited to good principles of traffic circulation, accommodation of one-way and/or two-way drives for school buses, separation of bus traffic from passenger automobile traffic, bus drop-off areas separate from publicly-dedicated streets, guest and employee parking areas, and the like. Such off-street access routes, drives, drop-offs and parking areas will not be dedicated rights-of-way and shall be the responsibility of the owner of the site to maintain.

J. Environmental Risk Audit

Prior to the conveyance of any land to the City or the affected school district, the intended grantee shall be furnished with an environmental risk audit prepared by an environmental professional meeting the minimum requirements of 415 ILCS 5/22.2(j)(6)(E)(iii), certified to and acceptable to the grantee, assuring the grantee that there are no hazardous substance(s) (as defined hereinafter) on, under, to or from the land. Said environmental audit shall be what is commonly referred to as a Phase I Environmental Audit, which shall meet the minimum requirements for a pre-acquisition audit as set for in 415 ILCS 5/22.2(j)(6)(E)(iii)(v). In the event the Phase I Environmental Audit does not conclude there is no presence or likely presence of a release of substantial threat of a release of hazardous substance(s) or pesticide on, under, to or from the land, the grantee shall furnish a Phase II Environmental Audit as set forth in 415 ILCS 5/22.2(j)(6)(E)(iii)(vi), including a soil toxicity analysis and recommendation from said environmental professional, meeting the minimum requirements of 415 ILCS 5/22.2(j)(6)(E)(iii), which concludes that there is no presence or likely presence of a release or substantial threat of a release of hazardous substance(s) on, under, to or from the land, and certifying that, in the judgment of said environmental professional, there is no reasonable probability that the land contains any hazardous substance(s) in violation of any federal or state environmental standards.

In the event said Phase II Environmental Audit and/or soil toxicity analysis discloses the presence or likely presence of a release or a substantial threat of a release of any hazardous substance(s) at, on, under, to or from the land to the conveyed, the grantor shall first cause all such hazardous
substance(s) to be removed at its sole cost and expense in accordance with all federal, state and local environmental laws, rules and regulations and furnish the intended grantee with a “No Further Remediation Letter” from the governmental agencies having jurisdiction over the clean-up prior to conveyance of any of the land to the intended grantee.

Prior to the conveyance of the land, the subdivider or developer, as the case may be, and the owner of the land to be conveyed, shall execute and deliver to the intended grantee an Environmental Indemnification Agreement, which form has been approved by the grantee’s Attorney, agreeing to defend, indemnify and hold the City or school district, as the case may be, its corporate authorities, officers, officials, employees, agents, successors and assigns harmless from and against any and all liability, claims, damages, causes of action and expenses arising out of the presence of any hazardous substance(s) in, under or upon said land to be conveyed prior to the date of conveyance.

Hazardous substance(s) includes without limitation:

1. Those substances included in the definitions of hazardous substances, extremely hazardous substances, hazardous materials, toxic substances, toxic chemicals, toxic wastes, hazardous chemicals, hazardous wastes, solid waste and pesticides in CERCLA, SARA, RCRA, HSWA, TSCA, OSHA, FWPCE, Illinois Pesticides Act (415 ILCS 60/1 et seq.), Illinois Responsible Property Transfer Act (765 ILCS 90/1 et seq.) and the Illinois Hazardous Materials Transportation Act (430 ILCS 30/1 et seq.), 49 U.S.C. Section 1801 et seq., as amended, and as they may be amended in the future, and in the regulations promulgated pursuant to said laws.

2. Those substances defined in Section 1003 of the Illinois Environmental Protection Act and in the regulations promulgated pursuant to said act or other Illinois laws pertaining thereto.

3. Those substances listed in the U.S. Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto).

4. Such other substances, materials and wastes which are to become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws, ordinances or regulations.

5. Any material waste or substance which is (a) asbestos, (b) polychlorinated biphenols, (c) designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Sec. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec. 1317, (d) explosives, or (e) radioactive materials.

6. For purposes of this Educational Facilities Impact Fee Ordinance, hazardous substances shall include petroleum or its byproducts as regulated under RCRA and any applicable state law or regulations.
K. Suitability of Soils at Site

The subdivider or developer, at its own cost or expense, shall provide to the City or the affected school district soil boring data, soil compaction test results and such other engineering studies, data and information pertaining to the proposed school site, which the City or the affected school district may request to enable it to determine the suitability of the proposed land dedication for school site. The City or the affected school district shall have the right to reject any site which the City or the affected school district determines, in accordance with sound engineering practices, is not suitable for school site purposes.

L. Title Insurance, Survey, Assessment Plats

Each deed or other instrument conveying land to the City or the affected school district shall be accompanied by:

1. A written commitment issued by a title insurer licensed to do business in the state to insure the grantee’s title to such real estate in an amount equal to the value computed pursuant to Section 19.16.F herein, with extended coverage over the general exceptions to title and subject only to:
   a. real estate taxes not yet due and payable;
   b. covenants, conditions and restrictions which do not prohibit the use of the subject property for school purposes;
   c. utility easements located within 20 feet of the boundary lines of the subject real estate (except where approved on the final engineering plans approved by the City Engineer);
   d. drainage ditches, feeders and laterals;
   e. underground pipe or other conduit, and
   f. acts done or suffered by or judgments against the grantees.

2. A current ALTA boundary line survey, certified to the grantee by a licensed Illinois Land Surveyor to be in compliance with the American Land Survey Standards, showing no encroachments; and

3. Except in instances where the real estate is to be conveyed is a lot in a recorded subdivision, an assessment plat and tax division petition in a form acceptable to the appropriate City authorities so the land to be conveyed can be assigned its own permanent index number (PIN) for exemption purposes.

In addition, monuments must be established and the land staked immediately prior to dedication of the property. The subdivider or developer shall pay for the cost of the owner’s title insurance in said amount, the ALTA survey, the assessment plat and any and all costs in connection with the tax division.
M. Real Estate Tax Escrow

The developer shall pay the general real estate taxes on the land not yet due and payable as of the date of transfer, and shall deposit a sum of money in escrow with the intended grantee’s attorney or a title company licensed to do business in the State of Illinois, which is prorated as of the date of transfer on the basis of 110 percent of the tax assessor’s latest assessed valuation, the latest known equalization factors and the latest known tax rate on the land. In the event the previous tax information or the previous tax bill includes other property, then the amount to be deposited in escrow shall be adjusted ratably based on the net acreage of the land compared to the net acreage of the other parcels covered by said tax bills. After the land has been divided for real estate tax purposes and has been conveyed to the intended grantee, the grantee shall proceed with due diligence to apply for a real estate tax exemption on the land.

N. Objections

All objections relating to acreage requirements, presumptions as to fair market value, the Density Formula, or any other application of this Educational Facilities Impact Fee Ordinance to a particular subdivision or planned development, shall first be referred to the Planning and Zoning Commission for a hearing. An objection must be made, if at all, prior to the approval of the final plat of subdivision by the City. A failure to object by such time shall constitute a waiver of the right to object to the provisions of this Educational Facilities Impact Fee Ordinance. All developers submitting a plat of subdivision or resubdivision or a plat of a planned development to the City shall be given a copy of this entire Educational Facilities Impact Fee Ordinance, including the procedures for objecting to such an assessment as prescribed by this Educational Facilities Impact Fee Ordinance. Upon receipt, the developer must sign an accompanying document acknowledging that the developer has received notice of the existence of such a procedure for objections. This document, entitled Acknowledgment of Notification of Rights, is Exhibit B to the Educational Facilities Impact Fee Ordinance and is incorporated herein by reference. The procedure for a hearing before the Planning and Zoning Commission shall be as follows:

1. Duties of the Planning and Zoning Commission: The Planning and Zoning Commission shall serve in an advisory capacity and shall have the following duties:

   a. Advise and assist the City in resolving objections regarding the Density Formula, the size of the school sites, the fair market value of the land used to calculate the cash contribution, or any other application of this Educational Facilities Impact Fee Ordinance to a particular subdivision or planned development.

   b. The City shall adopt procedural rules to be used by the Planning and Zoning Commission in carrying out the duties imposed by this Educational Facilities Impact Fee Ordinance.

2. Information and Services to be Used: The City shall make available to the Planning and Zoning Commission all professional reports relating to the Density Formula, the size of the school sites and the fair market value of land used in calculating these cash contributions. The Planning and Zoning Commission may also retain the services of professionals (attorneys, appraisers, statisticians, etc.) to assist in its review of issues raised by any objection.
3. **Procedure for Resolving an Objection:**

   a. Upon receipt of an objection, the City Clerk shall place the same on the next regular meeting agenda of the City Council. Thereafter the City Council shall refer the objection to the Planning and Zoning Commission, which shall by resolution establish a hearing date.

   b. The Planning and Zoning Commission shall provide public notice of the hearing date to consider the objection and shall notify the affected school district by certified mail, return receipt requested, of the filing of the objection and of any hearing regarding same.

   c. The objector shall publish notice of the hearing date once each week for three consecutive weeks, at least 30 days before but no more than 60 days before the scheduled date of the hearing. Notice shall be published in a newspaper of general circulation within the corporate limits of the City. The notice of public hearing shall not appear in the part of the paper where legal notices or classified ads appear. The notice shall not be smaller than one-quarter page of a standard size or tabloid-size newspaper. The objector shall send a copy of said notice to any person who has requested said notice by certified mail (stamped at a U.S. Postal Service facility showing the date of mailing) at least 30 days prior to the hearing date.

   d. The notice shall contain all of the following information:

      i. The headline shall read: “NOTICE OF PUBLIC HEARING ON OBJECTION TO APPLICATION OF THE EDUCATIONAL FACILITIES IMPACT FEE ORDINANCE REQUIRING THE DEDICATION OF SCHOOL SITES OR PAYMENT OF THE CASH CONTRIBUTIONS IN LIEU THEREOF.”

      ii. The date, time and location of the public hearing.

      iii. A statement that the purpose of the hearing is to consider the objection to a component of the application of the Educational Facilities Impact Fee Ordinance requiring the dedication of school sites or calculation of cash in lieu thereof.

      iv. A general description of the parcel(s), service area or areas within the City that are the subject of the hearing.

      v. A statement that the City shall make available to the public, upon request, an easily understandable and detailed map of the parcel(s), service area or areas to which the Educational Facilities Impact Fee Ordinance applies, and any other available information about the objection.
vi. A statement that any member of the public affected by the Educational Facilities Impact Fee Ordinance or the parcel(s) or service area shall have the right to appear at the public hearing and present testimony and/or evidence in support of or against the objection.

e. A public hearing shall be held for the consideration of the objection. In addition to the City, the affected school district shall be allowed to participate in such hearing as a party thereto to present evidence, cross-examine witnesses and make arguments to the Planning and Zoning Commission regarding the issues raised in the objection. The Planning and Zoning Commission shall make a recommendation to adopt, reject in whole or in part, or modify the objection presented at the hearing, by written report to the City, within 60 days after the hearing. The City shall then have at least 60 but not more than 120 days to approve, disapprove or modify, by ordinance or resolution, the findings in the Educational Facilities Impact Fee Ordinance as it pertains to the development in question.

4. Costs and Fees: The objector shall bear all costs of the hearing before the Planning and Zoning Commission, including, but not limited to attendance fees paid the Planning and Zoning Commission members, publication costs, professional consultants and any other expenses of the City.

O. Condition to Annexation

The dedications of land or cash contributions in lieu thereof required by this Educational Facilities Impact Fee Ordinance shall also be required as a condition to the annexation of any land to the City, and provisions therefore shall at a minimum be incorporated in any annexation or pre-annexation agreement governing such land. However, the City reserves the right to negotiate dedications of land or cash contributions in lieu of land or a combination thereof greater than those set forth herein. Further, any requirements with respect to dedications of land or cash contributions in lieu of land shall be incorporated into any subdivision declaration of covenants running with the land.

P. Indemnification

As a condition to any affected school district receiving any school land dedications and/or cash contributions in lieu thereof, the affected school district shall execute an indemnification agreement largely similar in form and content to that set forth in Exhibit C of this Educational Facilities Impact Fee Ordinance. This agreement shall be executed on or before June 1st of each year. Following execution of this agreement by the affected school district, this indemnification agreement shall be furnished to the City. In the event the affected school district fails to execute and/or furnish the executed agreement as required in this Educational Facilities Impact Fee Ordinance, the City reserves the right to refuse to impose any land dedications and/or cash contributions in lieu thereof on behalf of the affected school district.
Q. Collection of Fees

The cash contributions in lieu of land dedications imposed by this Educational Facilities Impact Fee Ordinance shall be collected and held by the City, or at its designation by the affected school district in accordance with the standards in this Educational Facilities Impact Fee Ordinance, and shall be used for the purposes set forth in this Educational Facilities Impact Fee Ordinance. If necessary, the affected school district shall provide written confirmation of payment to the developer or subdivider that the developer or subdivider can present to the appropriate City authorities as proof of compliance with the terms of this Educational Facilities Impact Fee Ordinance.

R. Needs Assessment, Land and Capital Facilities Acquisition Plan

As a condition to the imposition of these land dedications and/or cash contributions in lieu of land dedications, the City shall require that the affected school district conduct a needs assessment and adopt a plan for acquisition of land and capital facilities needed to accommodate growth.

1. A needs assessment shall contain the following information for each school district:

   a. A description of the nature and location of existing school sites and existing schools within each district.

   b. An identification of the capacity of each school building within the particular district and of the number of students then enrolled in each school building.

   c. A projection of the character and location of new development that is expected to occur within each district during the succeeding 10-year period. The district may obtain the information necessary to make this projection from sources such as but not limited to: municipalities, other units of government, agencies and consultants.

   d. An identification of the amount of school lands that will be necessary within each district in order to accommodate the demands of such projected new development, and an estimate of the public grounds acquisition costs that will be incurred or have been incurred by each district in acquiring such lands.

   e. A general description of each classification of school capital facilities (including construction, expansion or enhancement of any public facilities and the land improvement, design, engineering and professional costs related thereto) that will be necessary within each district in order to provide school capacity for the projected new development, and an estimate of the capital facilities costs that will be incurred by each district in constructing such capital facilities.

2. Based upon the needs assessment, each district shall provide the City an acquisition plan for school sites and capital facilities. This acquisition plan shall:

   a. Project for a planning period of at least five years, the need for school sites within the district;
b. Set forth a schedule for the acquisition of such lands and facilities to meet the projected need (which schedule may be conditioned upon the availability of financing);

c. Indicate the size and general location of the needed lands and facilities;

d. Identify the estimated or incurred costs of acquiring such needed lands and facilities;

e. Set forth the anticipated funding sources for the acquisition of such needed lands and facilities;

f. Determine the feasibility of acquiring the needed land and facilities based upon the district's current financial condition;

g. Determine the feasibility of acquiring the needed land and facilities based upon the district's estimate of the revenues (including, without limitation, cash in lieu of land dedication required by this Educational Facilities Impact Fee Ordinance) pursuant to the plan.

h. Estimate the impact on property taxes in the City assuming the plan is implemented; and

i. Include a resolution by the corporate authority that the affected school district advocates and supports the provisions of the Educational Facilities Impact Fee Ordinance and that said ordinance requirements as to dedications of land or cash contributions in lieu thereof are an integral part of the efforts of the affected school district to address the impact of growth within its jurisdiction.

3. If the City deems it necessary, it may require an updated needs assessment and plan for acquisition of land and capital facilities from each affected school district annually. The failure to require said assessment update shall not invalidate the requirements of this Educational Facilities Impact Fee Ordinance.

S. Time of Payment

All land dedications and cash contributions imposed by this Educational Facilities Impact Fee Ordinance shall be due and payable upon final plat approval. For any lot which received final plat approval prior to the enactment of the Educational Facilities Impact Fee Ordinance, and which remains vacant at the time the Educational Facilities Impact Fee Ordinance is enacted, all dedications and fees imposed by the Educational Facilities Impact Fee Ordinance shall be calculated and shall be due and payable at the time a building permit is issued. At the time of payment (at time of final plat approval or at time of building permit issuance), the subdivider or developer shall receive a copy of the Educational Facilities Impact Fee Ordinance and shall execute an acknowledgment that a copy of the Educational Facilities Impact Fee Ordinance has been received. The executed acknowledgment shall be maintained and filed along with documents evidencing
proof of land dedication or payment of cash contributions in lieu of land dedication by each subdivider or developer.

1. **Payment at Time of Platting:** In calculating the cash contributions to be paid at the time of platting, the City will assume the maximum density permitted under the zoning classification approved pursuant to the Density Formula. For example, if the subdivision in question is zoned single family, the City will assume for purposes of calculating cash contributions payable, pursuant to the Educational Facilities Impact Fee Ordinance, that all houses will have five bedrooms. The City or, if appropriate, the school district, will then hold sufficient funds pending issuance of the building permit to enable it to refund any overpayments resulting from the fact that houses with less than five bedrooms are constructed. Refunds shall be made at time of issuance of the building permit upon application by the Developer to the affected school district.

2. **Payment at Time of Building Permit Issuance:** The City may agree that the payment of the cash contributions may be made at the time of building permit issuance in consideration of which the subdivider or developer shall execute an Agreement Between Developer and the City to Delay Payment of Cash Contributions, which is Exhibit D of this Educational Facilities Impact Fee Ordinance. The agreement provides that the developer agrees: (a) that the cash contributions payable will be adjusted in accordance with the requirements herein; (b) that the cash contributions may be expended for the purposes described in Exhibit D; and (c) to accept the validity of the Educational Facilities Impact Fee Ordinance and the cash contributions as calculated. This agreement, or memorandum thereof, shall be recorded along with the plat of subdivision upon approval by the City.

In the event the City agrees to delay the payment of fees and cash contributions required herein to the time of building permit issuance, the fees and cash contributions owed shall be those that are in effect at the time the building permit is issued.
# EXHIBIT A

## TABLE OF ESTIMATED ULTIMATE SCHOOL POPULATION PER DWELLING UNIT

<table>
<thead>
<tr>
<th>Type of unit</th>
<th>Pre-school 0-4 years</th>
<th>Elementary Grades K-5 5-10 years</th>
<th>Middle Grades 6-8 11-13 years</th>
<th>Total Grades K-8 5-13 years</th>
<th>High School Grades 9-12 14-17 years</th>
<th>Adults 18 years +</th>
<th>Total per Dwelling Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detached Single-Family:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2 bedroom</td>
<td>0.113</td>
<td>0.136</td>
<td>0.048</td>
<td>0.184</td>
<td>0.020</td>
<td>1.700</td>
<td>2.017</td>
</tr>
<tr>
<td>3-bedroom</td>
<td>0.292</td>
<td>0.369</td>
<td>0.173</td>
<td>0.542</td>
<td>0.184</td>
<td>1.881</td>
<td>2.899</td>
</tr>
<tr>
<td>4-bedroom</td>
<td>0.283</td>
<td>0.345</td>
<td>0.248</td>
<td>0.593</td>
<td>0.300</td>
<td>2.594</td>
<td>3.770</td>
</tr>
<tr>
<td>5-bedroom</td>
<td>0.283</td>
<td>0.345</td>
<td>0.248</td>
<td>0.593</td>
<td>0.300</td>
<td>2.594</td>
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<td>Attached Single-Family:</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-bedroom</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>1.193</td>
<td>1.193</td>
</tr>
<tr>
<td>2-bedroom</td>
<td>0.064</td>
<td>0.088</td>
<td>0.048</td>
<td>0.136</td>
<td>0.038</td>
<td>1.752</td>
<td>1.990</td>
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<tr>
<td>3-bedroom</td>
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<td>Apartments:</td>
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<td></td>
</tr>
<tr>
<td>Efficiency</td>
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<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>1.294</td>
<td>1.294</td>
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<tr>
<td>1-bedroom</td>
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<td>0.002</td>
<td>0.001</td>
<td>0.003</td>
<td>0.001</td>
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<tr>
<td>2-bedroom</td>
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<td>0.046</td>
<td>1.693</td>
<td>1.914</td>
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<tr>
<td>3-bedroom</td>
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<td>0.234</td>
<td>0.123</td>
<td>0.357</td>
<td>0.118</td>
<td>2.526</td>
<td>3.053</td>
</tr>
</tbody>
</table>

EXHIBIT B

Acknowledgement of Notification Rights

Developer hereby acknowledges receipt of a copy of the City Educational Facilities Impact Fee Ordinance that describes, in Section 19.16.N, the developer’s right to object to the imposition of dedication requirements or cash in lieu of land requirements.

Developer further acknowledges that if it has any objection to such imposition, that it must follow the procedure set forth in said Section 19.16.N. Failure to do so by the developer shall constitute a waiver of the developer’s right to object to such imposition. Payment of the fees or transfer of land pursuant to the City Educational Facilities Impact Fee Ordinance shall constitute a waiver of any right to such a hearing.

Signed: ____________________________________________

Date: ______________________________________________

Witness: ____________________________________________

Date: ______________________________________________
EXHIBIT C

Agreement Regarding the Receipt of Developer Subdivision Contributions and Indemnification Agreement

WHEREAS, the City of Harvard, Illinois, on behalf of itself, its officers, employees and independent contractors (the “City”), through its Educational Facilities Impact Fee Ordinance has required that developers make contributions to government bodies affected by the subdivision improvements; and

WHEREAS, such contributions may be in land or in money and, when transferred or paid over to those government bodies, inure in part to the benefit of those government bodies and not entirely to the direct benefit of the City; and

WHEREAS, from time to time within the City, and within other municipalities, disputes have arisen regarding the validity and amount of such contributions; and

WHEREAS, the City is willing, at its discretion, to continue seeking the contribution of land or money but wishes to procure a commitment from other government bodies benefited by the receipt of such contributions that those government bodies will: (a) acknowledge that the requirement that such subdivision contributions be made are totally within the discretion of the City as to their existence, manner and amount; (b) pay the cost of defending any lawsuit that is filed challenging the appropriate amount of the contributions, the time at which they are to be made or any other aspect of the contributions; and (c) comply with the terms of a final and non-appealable judicial determination by a court of competent jurisdiction rendered in connection with the lawsuit; and

WHEREAS, the City is willing, in its discretion, to pay over or require contributions only to other government bodies that execute this Agreement annually.

NOW, THEREFORE, in consideration for the payment of money or the transfer of land to the _____ ______________________ (“Benefitting Government”), which the City, from time to time, may within its discretion cause to be made by developers that are subdividing property, it is agreed between the City, on behalf of itself and its officers, employees and independent contractors, and the Benefitting Government as follows:

1. The Benefiting Government acknowledges that, except as otherwise provided in the Educational Facilities Impact Fee Ordinance, the City is not obligated to cause the payment of money or the transfer of land to the Benefiting Government. The Benefiting Government recognizes that the City may, at its sole discretion, amend its ordinances or its practices to discontinue the payment of subdivision contributions to the Benefiting Government.

2. Legal Representation and Costs:

   A. In the event a lawsuit is filed against the City and/or the Benefiting Government by a developer that is subdividing property or any other person, corporation or entity that challenges the appropriateness, amount, timing or any other aspect of a subdivision contribution that, pursuant to the terms of the Educational Facilities Impact Fee Ordinance, has been paid or is due to the Benefiting Government, then the Benefiting Government does agree to pay the costs and litigation expenses
(including reasonable attorneys' fees) incurred by the City in defending such lawsuit. The costs and expenses shall be paid by the Benefiting Government when and as incurred by the City but in no event more than once a month. As a condition precedent to the payment of these costs and expenses, the City shall submit to the Benefiting Government copies of the original statements reflecting the costs and expenses, together with the non-privileged supporting documentation that may be reasonably requested by the Benefiting Government.

B. The City covenants and agrees that it shall employ competent and skilled legal counsel to represent the Benefiting Government and the City, and further covenants and agrees that it shall keep the Benefiting Government fully advised as to the progress and status of the litigation. In particular, the City shall provide to the Benefiting Government copies of all pleadings filed in the litigation and shall consult regularly (and shall cause its attorneys to consult regularly) with the Benefiting Government or its attorneys, as applicable, as to the strategy for defending the lawsuit. In no event may such litigation be compromised or settled by the City without at least 30 days' prior written notice to the Benefiting Government.

C. In the event the Benefiting Government decides that it would prefer to be represented in the litigation by legal counsel of its own choosing, then the Benefiting Government shall be free to retain its own legal counsel for that purpose, to intervene in the litigation and to ask the City to terminate its representation of the Benefiting Government under Section 2 of this Agreement. The Benefiting Government shall notify the City in writing to that effect. In that event, however, the City still shall be permitted to defend itself in such litigation and this Agreement shall remain in full force and effect, and the Benefiting Government shall continue to remain liable to the City for all sums that have accrued or will accrue under this Agreement and for all sums that remain due and owing from the Benefiting Government to the City relating to the defense of any lawsuit under the terms of this Agreement.

3. The Benefiting Government shall further indemnify and hold harmless the City from any and all liability arising from the Educational Facilities Impact Fee Ordinance, including but not limited to the general administration and handling of funds required by the City and/or the Benefiting Government.

4. In the event a final and non-appealable judicial determination is made by a court of competent jurisdiction that contributions of land or money received by the Benefiting Government are, in whole or in part, excessive, the Benefiting Government shall promptly repay those contributions to the person who procures such a judgment, together with all other amounts judged by the court to be owing from the Benefiting Government. In the event a judicial determination should require the payment of damages or payment of the attorneys’ fees of the plaintiff’s attorneys, the Benefiting Government shall pay all additional amounts.

5. In further consideration of the continued authorization by the City enabling the Benefiting Government to collect the subject contributions of land or money, the Benefiting
Government agrees that its obligations under this Agreement shall extend to both past and future cash and land contributions.

6. On or before June 1st of each year, the Benefiting Government shall submit a report to the City describing the manner in which the payments have been used and provide any additional information the City may require. When that money turned over to the Benefiting Government is to be used for a specific purpose or within a specific time period, the report shall address those issues. If the Benefiting Government should fail to file such a report with the City, the City may require that any further payments made pursuant to the Educational Facilities Impact Fee Ordinance shall be made to the City and shall delay the payment and distribution of any additional funds due the Benefiting Government until such time as a full report containing adequate information is transmitted to the City. The Benefiting Government understands that it will be asked to execute an indemnity agreement similar to this agreement on an annual basis and that the City shall not pay or cause to be paid any additional funds due to the Benefiting Government until such time as the City is in receipt of such annually executed indemnity agreement.

7. This Agreement shall be terminable by either party for any reason or no reason at all upon 30 days’ prior written notice to the other party evidencing the intention to so terminate this Agreement. But the termination of this Agreement shall not affect the continuing obligation of the Benefiting Government or the City with regard to claims or damages allegedly arising out of the City’s efforts prior to termination to impose, collect or distribute contributions, or to the actual distribution of subdivision contributions.

DATED this ______ day of ____________________, 20_______.

City of Harvard

Mayor
(SEAL)

(Seal)

ATTEST:

City Clerk

Benefiting Government

Its:

(SEAL)

ATTEST:

Secretary
EXHIBIT D
Agreement Between Developer and City to Delay Payment of Cash Contributions

This agreement ("Agreement") is entered into between City of Harvard (the "City") and __________ ____________, ("Developer").

WHEREAS, the City has approved a final plat of subdivision or a final plat of a planned development at the request of Developer for the real estate legally described in Exhibit D.1 attached hereto and made a part hereof (the “Land”). Accordingly, pursuant to the City Educational Facilities Impact Fee Ordinance ("Ordinance"), certain cash contributions for school lands are immediately due the City (or affected school districts) from the Developer; and

WHEREAS, Developer has, however, requested that the payment of the aforesaid cash contributions be delayed and that the same become due and payable on a per dwelling unit basis at the time the City issues a building permit for the particular dwelling unit.

NOW, THEREFORE, in consideration for the City agreeing to delay the collection of the cash contributions, Developer hereby agrees as follows:

1. The amount of cash contributions owed shall be calculated based upon the Ordinance, or as provided for in such other future ordinance amending or replacing the Ordinance, which is in effect at the time of the issuance of a building permit; and

2. Notwithstanding any present or future law, regulation and/or legal precedent to the contrary, the unit of local government that is the ultimate recipient of the subject cash contributions may expend such contributions for any of the following purposes intended to serve immediate or future needs of the residents and children of the Developer’s subdivision or planned development: (a) for the acquisition of land; (b) for site improvements such as, by way of example, streets, curbs, gutters, stormwater control, and utility extensions; (c) for construction of capital facilities, including, by way of example, new buildings and structures, and the expansion or enhancement of existing buildings and structures; and (d) for so-called soft costs directly related to the foregoing items (b) or (c) such as architectural and engineering costs.

3. Developer has reviewed the Ordinance regarding the dedication of school sites or cash contributions in lieu thereof, as well as all of the methodology, formulae, calculations, projections, assumptions, numbers and other factors used to arrive at the land dedication requirements or cash contributions in lieu thereof that are the subject of this Agreement (hereinafter referred to as the “Ordinance and Attendant Calculations”) and hereby acknowledges and agrees that:

(a) Pursuant to the terms of the Ordinance, Developer has been offered the opportunity to raise in a hearing before the City, any objections relating to acreage requirements, presumptions as to fair market value, the Density Formula, or any other application
of the Ordinance; Developer has not raised such objections; Developer has thereby waived the right to assert those objections;

(b) Developer hereby waives any future right to object to or to institute any legal action regarding the Ordinance and Attendant Calculations.

(c) Developer hereby acknowledges that the Ordinance and Attendant Calculations have been properly passed, calculated and imposed.

4. This Agreement constitutes a covenant that is appurtenant to and runs with the land. Either this Agreement or a memorandum thereof may be recorded against legal title to the land by either party hereto; provided, however, it shall be a condition of the City’s issuance of the first building permit for a dwelling unit on the land that Developer shall provide satisfactory evidence to the City that this Agreement or a memorandum thereof has been recorded against legal title to the land.

5. Developer represents and warrants to the City that it is the sole holder of record fee title to the Land.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly authorized, executed and entered into as of the _____ day of ___________ 20___.

_____________________________________________  ________________________________
Mayor                                                                                            Developer

_____________________________________________
City Clerk
EXHIBIT D.1

Legal Description of Property
19.17 VIOLATION/PENALTY

Except as more specifically provided for in Sections 19.02, 19.03-F, 19.05, 19.09-E and 19.10, any person, firm, partnership or corporation who violates a provision of this Chapter 19 or fails to comply with any of the requirements thereof, or who erects, constructs, alters or repairs a building or structure in violation of an approved plan or directive of the Building and Zoning Commissioner, or of a permit of certificate issued under the provisions of this Chapter 19, shall be fined not less than $50.00 or more than $500.00. A separate offense shall be deemed committed on each day during or on which such violation occurs or continues. (Ord. 2019-123, §3; Ord. 2008-123, §8; Ord. 2003-110, §9; Ord. 2002-133, §2; Ord. 98-130, §1; Ord. 98-129, §1; Ord. 97-152, §1; Ord. 94-136)