

CHAPTER 5

BUILDING REGULATIONS

ARTICLE I - BUILDING CODE ADOPTED

5-1-1 **ADOPTION OF BUILDING CODE.** A certain document, **one (1) copy** of which is on file in the office of the Village Clerk being marked and designated as "The International Building Code, (2009)" as amended from time to time and as published by The International Code Administrators International, Inc. be and is hereby adopted as the Building Code of the Village in the State of Illinois for the control of buildings and structures as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said International Building Code, are hereby referred to, adopted and made a part hereof as if fully set out in this Article with the additions, insertions, deletions and changes, if any, prescribed in **Section 5-1-2** of this Article.

5-1-2 **ADDITIONS, INSERTIONS, AND CHANGES.** The following sections are hereby revised as follows:

Section 100.1 (page 1, second line). Insert: Village of Hartford.

Section 103.4 (page 3, first line). Insert: September 1, 2011.

Section 114.3.1 (page 11, third line). Insert: Building Permits shall be required for any permanent covered structure and all accessory uses, excluding an animal shelter up to **fifty (50) square feet**. The fee schedule shall be as follows:

(A) **Six Dollars (\$6.00)** for structures under **one hundred (100) square feet**.

(B) **Twelve Dollars (\$12.00)** for structures over **one hundred (100) square feet**.

All of the above fees shall not apply to renovation of a structure if the overall dimensions are not changed.

Section 117.4 (page 13, fifth, sixth and seventh lines). Insert: Offense, \$750.00, "No".

Section 118.2 (page 13, fourth and fifth lines). Insert: "\$50.00 or more than \$750.00".

Section 123.3 (page 17, second line). Insert: "\$15.00".

Section 2906.1 (page 438, first, second and third lines). Insert: See Schedule "A".

- (1) As of **January 2, 1989** only commercial modular buildings shall be allowed in the Village and they shall meet all codes established in the Chapter. In addition a signed statement shall be filed with the Village by the manufacturer that the unit meets the applicable codes.

All modular buildings shall have footings to a depth of at least **forty (40) inches**.

- (2) Pole buildings shall be permitted in any district in the Village.
- (3) Pole buildings are subject to the same accessory use restrictions found in Section 40-3-13.2 of the Village's Zoning Code.

(Ord. No. 17-320; 10-17-17)

5-1-3 REJECTION OF APPLICATION. If the application does not comply with the requirements of all pertinent laws, the Code Official shall reject such application in writing, stating the reasons therefor.

5-1-4 SUSPENSION OF PERMIT. Any permit issued shall become invalid if the occupancy is not commenced within **six (6) months** after issuance of the permit or if the occupancy is terminated.

5-1-5 REVOCATION OF PERMIT. The Code Official may revoke a permit in case of any false statement or misrepresentation of facts in the application on which a permit was based, or in the event a structure or part thereof is condemned pursuant to this Code.

5-1-6 RIGHT TO APPEAL.

(A) **Appeal of Decision.** Any person aggrieved by any decision or order of the Code Official in any matter related to the interpretation or enforcement of any provision of this Code may appeal to the Board of Trustees.

(B) **Filing, Record Transmittal.** Every appeal shall be made within **thirty (30) days** of the matter complained of by filing with the Code Official and the Municipal Clerk a written notice specifying the grounds for appeal. Not more than **five (5) working days** after the notice of appeal has been filed, the Code Official shall transmit to the Board of Trustees all records pertinent to the case.

(C) **Stay of Further Proceedings.** An appeal stays all further action on the matter being appealed unless the Code Official certifies to the Board of Trustees after the notice of appeal has been filed with him, that for reasons stated in the certificate, a stay would cause imminent peril to life or property. In such case, further action shall not be stayed unless circuit court grants a restraining order for due cause, and so notifies the Code Official.

(D) **Hearing, Decision by Board of Trustees.** The Board of Trustees shall publicly hear each appeal at their next regularly scheduled meeting following submission of the Code Official's records. At the hearing any interested party may appear and testify, either in person or by duly authorized agent or attorney. The Board of Trustees shall render a decision on the appeal within **fifteen (15) days** after the hearing. They may reverse or affirm, wholly or partly, or may modify or amend the decision or order appealed from, to the extent and in the manner that they deem appropriate.

ARTICLE II
ELECTRICAL CODE

5-2-1 **NATIONAL ELECTRICAL CODE ADOPTED.** The 2008 National Electric Code/NFPA No. 70-2002, as updated from time to time and as published by the National Fire Protection Association is hereby adopted by the Village of Hartford, Illinois for the purposes of establishing rules and regulations for electric installations, including permits and penalties and that the National Electrical Code, recommended by the National Fire Protection Association, being particularly the 2008 edition thereof, and the whole thereof of which not less than **one (1) copy** has been and is now on file in the Office of the Village Clerk, and the same are hereby adopted and incorporated as fully as if set out at length herein and from the date on which this Article shall take effect and the provisions thereof shall be controlling in the electrical installations of all buildings and structures therein contained within the Village.

5-2-2 **DEFINITION IN ELECTRICAL.**
(A) Whenever the word "Municipality" is used in this Code, it shall be held to mean the Village of Hartford, Illinois.
(B) Whenever the term "Corporate Counsel" is used in the Electrical Code, it shall be held to mean the Attorney for the Village of Hartford, Illinois.

5-2-3 **PROCEDURES.** The procedure for securing an occupancy and/or approved permit as established in **Article I** of this Chapter are hereby included by reference for this enforcement of the National Electrical Code, as adopted herein.
(A) All electrical inspections for outside or inside wiring of mobile homes by the electrical inspector shall be done prior to the housing inspection. The applicant shall obtain a permit from the Village Clerk's office. There will be a one time inspection per location. If the electrical service is being upgraded, then the capacity shall be increased to a 100 AMP service.

5-2-4 **FEE.** No permit to allow performance of any electrical work shall be issued until the applicant has paid the indicated fee to the Clerk.

Electrical Permit	\$5.00
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(Ord. No. 2007-206; 10-02-07)

ARTICLE III

INTERNATIONAL FIRE CODE

5-3-1 **INTERNATIONAL FIRE CODE ADOPTED.** A certain document, **one (1) copy** of which are on file in the office of the Village Clerk, being marked and designated as the *International Fire Code, most recent edition*, including Appendix Chapters B, C and D as published by the International Code Council, be and is hereby adopted as the Fire Code of the Village of Hartford, in the State of Illinois regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the Village are hereby referred to, adopted, and made a part hereof, as if fully set out in this Article, with the additions, insertions, deletions and changes, if any, prescribed in **Section 5-3-2** of this Article.

5-3-2 **AMENDMENTS.** The following sections are hereby revised:

Section 101.1 Insert: Village of Hartford.

Section 109.3 Insert: misdemeanor, \$150.00

Section 111.4 Insert: \$75 and \$750

5-3-3 **GEOGRAPHIC BOUNDARIES.** The geographic limits referred to in certain sections of the 2006 *International Fire Code* are hereby established as follows:

Section 3204.3.1.1 Insert: to be determined by acting Fire Chief on a case by case basis for Village of Hartford.

Section 3404.2.9.5.1 Insert: to be determined by acting Fire Chief on a case by case basis for Village of Hartford.

Section 3406.2.4.4 Insert: to be determined by acting Fire Chief on a case by case basis for Village of Hartford.

Section 3804.2 Insert: to be determined by acting Fire Chief on a case by case basis for Village of Hartford.

(Ord. No. 2007-205; 09-18-07)

ARTICLE IV

LIFE SAFETY CODE

5-4-1 ADOPTION OF N.F.P.A. LIFE SAFETY CODE. A certain document, **one (1) copy** of which is on file in the office of the Village Clerk, being marked and designated as the "National Fire Protection Association" (NFPA) 101 Life Safety Code, most recent edition, as published by the National Fire Protection Association, is hereby adopted as direct influence on safety to life in both new and existing structures. The paramount concern set forth herein is life safety and not exclusively the protection of property.

5-4-2 COMPLIANCE WITH CODE. Nothing herein is intended to relieve any person, firm or corporation from any obligation to comply with other building and construction codes and regulations of the Village and regulations and policies of the Illinois State Fire Marshal including applicable provisions of the NFPA 101 Life Safety Code where such regulations have the effect of law within the Village and where such regulations and policies may supersede the effective codes and ordinances of the Village.

5-4-3 APPLICABILITY OF CODE. This Code is applicable when work involving new construction, alterations, additions, historic preservation, restoration, or reconstruction in whole or in part begins after the effective date of this Code. The Code becomes enforceable with the signing of a construction contract, issuance of an official authorization or permit for construction, or the start of construction, whichever occurs first.

5-4-4 ENFORCEMENT.

(A) **Compliance.** It shall be a condition precedent to the acquisition of a building permit in the Village for all applicable facilities to comply with all the provisions of this Section in planning construction of new buildings or structures or in partial improvement of existing buildings or structures.

(B) **Inspection Duties.** It shall be the duty of the Fire Chief, or his/her designee, to inspect all buildings and structures to which this Section is applicable and seek enforcement of the terms and provisions of this Section.

(C) **Conflict.** The provisions of this Section shall take precedence when they are in conflict with existing building ordinances.

(D) **Violations and Penalties.** Any person, firm or corporation who shall violate any provisions of this Section shall be guilty of a misdemeanor, punishable by a fine of not less than **Fifty Dollars (\$50.00)** nor more than **Seven Hundred Fifty Dollars (\$750.00)**. Each day the violation continues shall be deemed a separate offense.

(Ord. No. 2007-207; 09-18-07)

ARTICLE V

ILLINOIS PLUMBING CODE

5-5-1 **ILLINOIS PLUMBING CODE ADOPTED.** The Illinois Plumbing Code is hereby adopted by the Village for the purposes of establishing rules and regulations for the design and installation of plumbing systems, including sanitary and storm drainage, sanitary facilities, water supplied, storm water and sewage disposal in buildings, including permits and penalties and that the Illinois Plumbing Code, and the whole thereof of which not less than **one (1) copy** has been and is now on file in the Office of the Village Clerk, and the same is hereby adopted and incorporated as fully as if set out at length herein and from the date on which this Article shall take effect and the provisions thereof shall be controlling within the corporate limits of the Village.

5-5-2 **PROCEDURES.** The procedure for securing an occupancy and/or approved permit as established in **Article I** of this Chapter are hereby included by reference for the enforcement of the Illinois Plumbing Code, as adopted herein.

ARTICLE VI

EASEMENT CONSTRUCTION PERMITS

5-6-1 APPLICATION FOR EASEMENT. Each entity, be it corporation, individual or otherwise, that seeks to perform work that involves any encroachment of or easement petition to any land owned, controlled or operated by the Village, shall first submit an application to the Village, containing the following items of information that must be supplied by the applicants:

(A) Engineering plans and plats are to be provided by the applicant giving an exact submission as to what is to be asked of the Village as well as the length of time that such is requested; whether such request is to be permanent or temporary in nature; the amount of encroachment or permission required and the reason for the request specifying exactly what use of the land under the control of the Village shall be required.

(B) Each application shall be accompanied by payment from the applicant in the amount of **Five Hundred Dollars (\$500.00)**. That sum shall be used by the Village to reimburse it for the professional fees that will be required from the engineers and legal personnel of the Village, as well as Village administrative staff's cost to review and determine the necessity of the request.

(C) The length of time for any permanent easement that is awarded shall be understood to be that of a maximum of **five (5) years**, with necessary provisions for renewal of the same by permission for extension being made by the original applicant. In turn, an annual fee of **Two Thousand Dollars (\$2,000.00)** shall be charged as an administrative fee for the Village viewing and inspecting the condition of the area within the easement granted. Said annual fee shall be due on **May 1** of each calendar year and if not paid within **thirty (30) days** thereof cancellation of the easement will occur.

(D) For any request requiring a temporary easement involving work outside the area requested under paragraph (A) hereof, there shall be an additional fee charged by the Village in addition to any fee that may be charged for the permanent easement or installation and this temporary fee shall be in the amount of **Five Hundred Dollars (\$500.00)** per day for each calendar day of use under the temporary easement with an up front deposit of **Two Thousand Five Hundred Dollars (\$2,500.00)**. The rate shall be **Five Hundred Dollars (\$500.00)** per day and any unused portion of the said **Two Thousand Five Hundred Dollars (\$2,500.00)** will be refunded after the inspection by the Village engineers and their certification that all has been accomplished. The certification required will be that the construction area has been replaced to the satisfaction of the Village Engineer and his certification awarded.

(E) The easement (either temporary or permanent) that is to be granted by the Village to the applicant will be for the use solely of the applicant and will not be assignable to any other person, corporation or entity, nor shall any other person, corporation or entity be allowed to use the said easement granted, without first being

given permission by the Board of Trustees of the Village. No other companies, businesses or utilities will be allowed to occupy that easement by permission of the applicant and grantee of the easement. All such permissions will be reserved solely to the Village.

(F) That along with the submission of the application and fee, the applicant shall submit a certificate showing that the applicant has insurance covering all liability that may occur as a result of the application ultimately being granted and the work to be done. Such insurance shall name the Village as an insured under said policy and the amount of said coverage shall be at least **One Million Dollars (\$1,000,000.00)** unless a waiver of that amount having been given by the Village Board of Trustees in the original grant of easement.

(G) The applicant shall also supply to the Village an agreement agreeing to hold harmless the Village, and its agent and employees, from any causes of actions or other claims.

(H) In addition to the above, each proposed easement holder shall also be prepared to sign a hold harmless agreement with the Village, as well as an Indemnification Agreement.

(I) The Village Board of Trustees shall determine the amount to be paid by the applicant for the permanent easement when first issued and thereafter will also determine the amount for any extension of the same.

(Ord. No. 2007-204; 08-21-07)

ARTICLE VII

BUILDING APPEARANCE REGULATIONS

5-7-1 **GENERAL.** Any property with broken, falling, or incomplete fencing, any property with derelict accessory buildings, boarded up windows or openings in any building without a current and valid Building Permit, peeling or chipping paint, unfinished construction or unfinished accessory structure, unfinished façade, exposed insulation, broken steps or concrete walkways or driveways, broken or incomplete railings, or improper windows or doors shall not be allowed.

5-7-2 **NOTICE TO PERSON.** The Village Building Inspector shall issue a written notice for removal, repair, or other corrective action. Such removal, repair, or corrective action shall be performed by the property owner or occupant within **thirty (30) days** after such notice has been duly served.

5-7-3 **SERVICE OF NOTICE.** Service of notice provided herein may be effected by handing the same to the owner, occupant, or lessee of the premises, or any member of the household of the age of **fifteen (15) years** or older found on the premises, or any employee of the business on the premises, or by mailing such notice to the last known residence address of the owner, occupant or lessee, provided that it the premises is unoccupied and the owner's address cannot be obtained, then the notice may be served by posting the same upon the premises.

5-7-4 **ABATEMENT.** If the person so served does not repair, replace, or perform other acceptable corrective action within **thirty (30) days**, the Village may proceed to issue a citation. The fine for said offense shall be no less than **Seventy-Five Dollars (\$75.00)** for each item cited on the first citation, and up to **Seven Hundred Fifty Dollars (\$750.00)** for each citation with the second and subsequent offense.

(Ord. No. 2005-180; 06-21-05)

[See Chapter 29 - Property Maintenance Code]

GRANT OF EASEMENT

This Agreement is made and entered into this date of _____, 20____, by and between the Village of Hartford ("GRANTOR") and Marathon Pipe Line LLC, a Delaware limited liability company ("MPL").

1. **EASEMENT.** In consideration of Two Thousand Dollars (\$2,000.00), the receipt and sufficiency of which are hereby acknowledged, GRANTOR grants, conveys and warrants to MPL a permanent easement for a period of five (5) years, and the sum of Two Thousand Five Hundred Dollars (\$2,500.00) as a deposit for the temporary easement, and a temporary construction easement to lay, install, construct, inspect, and maintain pipelines for the transportation of natural gas, at a location as depicted by the attached Exhibit A, Exhibit B, and Exhibit C; and as described by the attached Exhibit D and Exhibit E, in and through the "Site" in Section 4, T.4N.-R.9W., Chouteau Township, Madison County, State of Illinois. MPL shall have rights to, from time to time; comply in a convenient manner with any present or future legal obligation or governmental request; access to any point on the easement over adjacent property which GRANTOR owns; install corrosion control equipment; and use a reasonable working area for any purpose convenient to MPL's exercise of rights granted hereunder. GRANTOR further acknowledges that MPL has the right to place aboveground pipeline identification markers within the Site in order to mark the location of the pipelines. Renewal of this easement after five years from the date of execution shall be by application of the Grantee for such extension.
2. **RESTRICTIONS.** Within fifteen (15) feet horizontal of any pipeline or appurtenance and without prior written consent from MPL, GRANTOR shall not permit nor cause any obstruction above or below ground; removal or deposit of dirt or evacuation, construction or similar activity. GRANTOR shall not permit trees and shrubs greater than three (3) feet high within fifteen (15) feet horizontal of any pipeline or appurtenance. MPL may at any time control trees and bushes of any size within or overhanging such fifteen (15) feet by any means including, but not limited to, removal, trimming and side-cutting. GRANTOR shall not be entitled to damages, actual or punitive, for such control or removal of plants, buildings or other obstructions. MPL shall compensate GRANTOR for all damages to GRANTOR'S crops, drainage tile, and exiting fence arising from MPL's exercise of the rights granted herein.
3. **INSURANCE.** That along with the submission of the application and fee, the applicant shall submit a certificate showing that the applicant has insurance covering all liability that may occur as a result of the application ultimately being granted and the work to be done. Such insurance shall name the Village of Hartford as an insured under said policy and the amount of said coverage shall be at least \$1,000,000.00 unless a waiver of that amount having been given by the Village Board of Trustees in the original grant of easement.
4. **HOLD HARMLESS.** The applicant shall also supply to the Village a Hold Harmless agreement, wherein the applicant agrees to hold harmless the Village of Hartford, and its agent and employees, from any cause of actions or other claims. In addition, Marathon Pipe Line, LLC shall also tender an Indemnification Agreement to the Village.

5. **WARRANTY.** GRANTOR covenants that: (i) GRANTOR owns the Site in fee simple absolute and has right, title and power to grant the rights granted herein; and (ii) MPL shall quietly enjoy its easement.

6. **EFFECT OF AGREEMENT.** This Agreement shall bind and benefit the parties' heirs, legal representatives, successors and assigns. The temporary easement shall be as shown on the attached exhibits, and said easement shall be for a period of _____ days, and GRANTEE shall pay therefore the sum of Five Hundred Dollars (\$500.00) per day, and all areas used for the installation shall be returned to the original condition. The terms of this Agreement shall be independent of, and unless otherwise expressly stated, shall survive the execution of any further documents or agreements between the parties. If any provision of this Agreement is deemed void, invalid, or unenforceable by any court or tribunal of competent jurisdiction, such provisions shall be stricken from this Agreement without effect on the remaining provisions of the Agreement as a whole. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof or preclude the exercise of any other right, power, or privilege hereunder. Any individual signing this Agreement in a representative capacity warrants full authority and power from the purported principal to fully bind the principal to all terms and conditions contained herein.

GRANTOR:

WITNESSES:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Mayor, Village of Hartford

State of Illinois)
) ss
 County of Madison)

The foregoing instrument was acknowledged before me this _____, 20____, by _____, Mayor, Village of Hartford, who acknowledged execution of the foregoing instrument for and on behalf of the Village of Hartford.

Signature (of Notary Public): _____

Name (Printed): _____

My Commission expires: _____

This instrument prepared by:

 C. Eugene Farmer, Jr.
 539 South Main Street
 Findlay, Ohio 45840

APPLICATION FOR PERMIT
TYPE OF PERMIT SOUGHT BY THIS APPLICATION

(Easement, Road Closure, etc.)

NAME OF APPLICANT _____
HOME/OFFICE ADDRESS _____

PHONE NUMBER _____
LOCAL OFFICE _____
LOCAL AGENT FOR CONTACT _____

PURPOSE OF APPLICATION _____

SIZE OF EASEMENT REQUESTED _____
(Length and Width)

DETAIL INSTALLATION TO BE MADE _____

LENGTH OF TIME OF CONSTRUCTION _____
AREA REQUIRED FOR CONSTRUCTION OUTSIDE THE EASEMENT _____

PLANS SUBMITTED _____
CERTIFICATION OF INSURANCE:
INSURANCE COMPANY _____
COVERAGE PROVIDED _____
DATES OF POLICY _____

ANY OTHER UTILITIES TO BE INCLUDED WITHIN EASEMENT _____

It is understood that a minimum application fee of \$500.00 must be submitted with this application. All engineering drawings applicable hereto must also be submitted herewith.

That along with the submission of the application and fee, the applicant shall submit a certificate showing that the applicant has insurance covering all liability that may occur as a result of the application ultimately being granted and the work to be done. Such insurance shall name the Village of Hartford as an insured under said policy and the amount of said coverage shall be at least \$1,000,000.00 unless a waiver of that amount, having been given by the Village Board of Trustees in the original grant of easement.

The applicant shall also supply to the Village an agreement agreeing to hold harmless the Village of Hartford, and its agent and employees, from any cause of actions or other claims. In addition, each proposed easement holder shall also be prepared to sign an Indemnification Agreement.

APPLICANT
By: _____
Title: _____

INDEMNIFICATION AGREEMENT

The undersigned, _____, of _____
_____ by the execution of this agreement, agrees
to fully indemnify, hold harmless and make whole the Village of Hartford, Madison County,
Illinois for any loss or damage, costs, attorney fees or expenditure made by the Village of any
type for any loss or damage occasioned by the work to be performed by the undersigned at
Hartford, Illinois on _____, 20__ and briefly described as:

The undersigned is authorized to execute this agreement this _____ day of _____
_____, 20__.

CORPORATE NAME

By: _____
Print Name & Title