



March 2, 2020 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Venus Mack
3. Recess for Urban Redevelopment Agency Meeting.
4. Recognitions/Public Presentations
 - a) Presentation of GMA certificate to Councilmember Phil Boyum.
5. Public Comments (Agenda Item):
6. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 02-12-2021 Called Council Minutes
 - b) 02-16-2021 Work Session Minutes
 - c) 02-16-2021 Council Minutes
7. Second Reading and Consideration of a Motion to approve **Ordinance 2021-01**: An Ordinance amending the Statesboro Code of Ordinances Chapter 38-26 adding the International Property Maintenance Code to applicable codes for determination of nuisance.
8. Consideration of a motion to approve a third lease agreement with T-Mobile regarding Malecki Drive water tower.
9. Consideration of a motion to award a contract to John E Lavender & Associates in the amount of \$2,877,954.00 and authorize the Mayor to execute contract documents for the Luetta Moore Park and Grady Street Park improvements project.
10. Consideration of a motion to award a contract to Wood Environment and Infrastructure Solutions in the not to exceed amount of \$33,560.00 and authorize the Mayor to execute contract documents for construction administration services for the Luetta Moore Park and Grady Street Park project.
11. Consideration of a Motion to Approve **Resolution 2021-11**: A Resolution requesting approval to apply for The Staffing for Adequate Fire And Emergency Response (SAFER) Grant for the City Of Statesboro, Georgia.

12. Consideration of a motion to approve **Resolution 2021-12**: A Resolution requesting approval to apply for a grant through the Criminal Justice Coordinating Council for the City of Statesboro, Georgia.
13. Consideration of a motion to award a contract to Hussey, Gay, Bell for professional services to conduct a Wastewater Treatment Plant Study in an amount not to exceed \$52,250.00.
14. Other Business from City Council
15. City Managers Comments
16. Public Comments (General)
17. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
18. Consideration of a Motion to Adjourn



CITY OF STATESBORO
CALLED COUNCIL MINUTES
FEBRUARY 12, 2021

Called Council Meeting

50 E. Main St. City Hall Council Chambers

4:00 PM

Call to Order

Mayor Jonathan McCollar called the meeting to order

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present Via Zoom	
Paulette Chavers	Mayor Pro Tem	Present	
Venus Mack	Councilmember	Present Via Zoom	
John Riggs	Councilmember	Present	
Shari Barr	Councilmember	Present	

Other staff present: City Manager Charles Penny, Assistant City Manager Jason Boyles, City Attorney Cain Smith and City Clerk Leah Harden

Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” in accordance with O.C.G.A. 50-14-3(b).

At 4:01 pm a motion was made to enter into Executive Session to discuss “Personnel Matters”.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

At 4:15 pm a motion was made to exit Executive Session.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Mayor Jonathan McCollar called the meeting back to order with no action taken in executive session.

Consideration of a motion to appoint additional members to the Urban Redevelopment Agency.

A motion was made to appoint Mary Foreman, Maurice Hill, Ronald Love, Victor Dickey, and Elizabeth Johnson as members to the Urban Redevelopment Agency to serve a two-year term.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

The meeting was adjourned at 4:18 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
WORK SESSION MINUTES
FEBRUARY 16, 2021

Mayor & Council Work Session

50 East Main Street

3:00 PM

A Work Session of the Statesboro City Council was held on February 16, 2021 at 3:00 p.m. in City Hall Council Chambers, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Phil Boyum, Paulette Chavers, Venus Mack, John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips.

Mayor Jonathan McCollar called the meeting to order.

Police Department Report

Statesboro Police Chief Mike Broadhead began his presentation with data regarding the Polices department's issues with hiring new officers stating the department is short six officers as of today. Of the interviews conducted last year, 38% of the individuals were hired, 6% withdrew from the process, 15% had psychological disqualifications, 15% has background disqualifications, and 26% had interview disqualifications. Chief Broadhead continued stating the training hours for officers in 2020, averaged 196.9 hours for sworn officers and 42.8 hours for civilian employees. The enforcement numbers presented include, calls for service, citations, warnings, DUI, and arrests. There has been a 3% increase overall in calls for service from the previous year and a 15% increase in DUI arrests; however, there has been a 31% decrease in citations, a 40% decrease in warnings, and a 40% decrease in arrests. Vehicle crash numbers have decreased from the previous years. Violent crimes are down by 7% from the previous year even though homicides were higher than normal; however, of the nine homicides eight arrests have been made. Property crime declined by 10% from the previous. Chief Broadhead presented an example of the program Fusus that is a law enforcement video sharing program. The program allows the police department to view live video from businesses and housing complexes with cameras and participating in the program. Chief Broadhead showed Mayor and City Council what the live feed looks like from one of their participants McKeithen Hardware cameras. He stated Fox Ridge Apartments participate in the program as well. Their participation has dramatically improved the safety component there as well as the calls for service have declined. So far there have been four businesses signed up to be a part of this program. The Statesboro Police Department is seeking participation across the city from businesses and housing complexes who have video cameras. We will be working with different departments within the City to get them on board with this program.

Fire Department Report

Statesboro Fire Chief Tim Grams began his presentation with the City of Statesboro Fire Departments 2020 accomplishments that include the remodel and update to Live Fire Training Facilities to allow for safer and more efficient training. Other accomplishments, the receipt of \$78,000.000 in grant funding and the participation in Occupational Cancer Reduction Trainings, sleep studies and behavioral health and work related stress studies. Next, Chief Grams presented the 2020 statistics for Statesboro fire service. The calls for service includes the City, Fire District and the outside primary response area. Other statistics include

average response time, average time on-scene, number of overlapping incidents, and arson investigations. The Statesboro Fire Department averaged 315 training hours per individual in the past year. Chief Grams reviewed prevention activities of the past year stating due to COVID the community education part for prevention could not be done in person however, safety videos were created and posted on social media for the public to view. In addition, 1000 fire inspections were completed and 71 smoke alarms were installed in 45 residences. Chief Grams concluded his presentation with the Statesboro Fire Departments community outreach stating despite COVID personnel donated hundreds of canned good and money to the Statesboro Food Bank; they also raised over \$1,300.00 in the annual Cancer Awareness T-shirt sale and on Veterans Day placed crosses on the Bulloch County Courthouse lawn.

Downtown Master Plan

Bill Tunnell with TSW presented the planning process for the Downtown Statesboro Master Plan. He started with introducing team member who will be working on this Master Plan. Mr. Tunnell stated TSW helps small towns find their niche to transform their downtowns. The planning process will happen in four phases. Phase 1 begins with listening and learning, phase two visioning and strategy that includes community engagement, phase three is master planning and zoning and phase four the implementation of the plan. The study areas are the entire downtown including historical places, working through zoning issues and housing in the downtown area.

IPMC Presentation

Planning Director Kathy Field presented the background and purpose of the International Property Maintenance Code. The purpose for consideration of this code is the City's current "nuisance" code lacks specificity; it limits the degree to which a case can be made in court and lack adequate guidance to the violator for remediation. Code compliance officers are allowed to investigate conditions on any private residential or commercial property to determining whether the structures are not in compliance with applicable codes, and to determine if they are an endangerment to the public health or safety as a result of unsanitary or unsafe conditions. To ensure the public was familiar with the proposed new code public information meetings were held, copies of the new and existing code were made available and code compliance officers were available to answer any specific questions from the audience. Other efforts for public notice include press releases, website notifications, social media posts and the current and proposed codes were made available on the Planning and Development web page. Staff recommends the adoption of this code as it is essential for the City's neighborhood revitalization efforts. The adoption of this code will better support code compliance and strengthen the goals of the GICH program, it will enhance the City's competitiveness for the CHIP and CDBG grant applications, it will provide more clarity to homeowners/investors regarding the minimum housing standards and will identify that the City is committed to revitalizing its neighborhoods.

The meeting was adjourned at 4:16 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
FEBRUARY 16, 2021

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

Call to Order

Mayor Pro Tem Paulette Chavers called the meeting to order

Invocation Pledge

Reverend Taylor Lewis Guthrie Hartman with First Presbyterian Church gave the Invocation.

Mayor Jonathan McCollar delivered the State of the City Address.

Mayor Pro Tem Paulette Chavers stated we would have a 10-minute recess.

At 6:01 pm Mayor Jonathan McCollar called the meeting back to order.

Pledge of Allegiance

Mayor Pro Tem Paulette Chavers led the Pledge of Allegiance.

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Paulette Chavers	Mayor Pro Tem	Present	
Venus Mack	Councilmember	Present	
John Riggs	Councilmember	Present	
Shari Barr	Councilmember	Present	

Other staff present: City Manager Charles Penny, Assistant City Manager Jason Boyles, Public Information Officer Layne Phillips, City Attorney Cain Smith and City Clerk Leah Harden

Recognitions/Public Presentations

A) Presentation of a proclamation recognizing Arbor Day

Mayor Jonathan McCollar read and presented a proclamation declaring February 19th as Arbor Day to Wesley Parker with the Statesboro Tree Board and Amanda Clements with Keep Statesboro Bulloch Beautiful

B) Presentation by the Georgia Forestry Commission recognizing the City's participation in the Tree City USA Program

Alex Ballard with the Georgia Forestry Commission presented a flag to Mayor, City Council, and the Tree Board for the City of Statesboro being a Tree City USA.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 02-02-2021 Council Minutes

b) 02-02-2021 Executive Session Minutes

A motion was made to approve the consent agenda.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Public Hearing and Consideration to approve First Reading of Ordinance 2021-01: An Ordinance amending the Statesboro Code of Ordinances Chapter 38-26 adding the International Property Maintenance Code to applicable code for determination of nuisance.

A Motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Marcus Toole with Habitat for Humanity spoke in favor of the Ordinance.
No one spoke against the Ordinance.

A Motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

A Motion was made to approve the first reading of Ordinance 2021-01.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Public Hearing and Consideration of a Motion to Approve: APPLICATION RZ 21-01-02: Matthew Lovett requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the O (Office) zoning district for 3.2 acres of property located at 16303 Highway 80 West to establish a mortuary (Tax Parcel MS37000023A000).

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Matthew Lovett spoke in favor of the request.
No one spoke against the request.

A Motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

A Motion was made to approve **Application RZ 21-01-02** with staff recommendations.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr

ABSENT

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Public Hearing and Consideration of a Motion to Approve: APPLICATION RZ 21-01-03: Beyond JPR Properties requests a Zoning Map Amendment from the HOC (Highway Oriented Commercial) zoning district to the R4 (High-Density Residential) zoning district for 0.848 acres of property located at 231 South Main Street & 232 South Walnut Street to develop multi-family residential housing (Tax Parcels S19 000018 000 & S19 000020 000).

A motion was made to open the public hearing.

RESULT:

Approved (Unanimous)

MOVER:

Mayor Pro Tem Paulette Chavers

SECONDER:

Councilmember Venus Mack

AYES:

Boyum, Chavers, Mack, Riggs, Barr

ABSENT

--

John Dotson spoke in favor of the request.
No one spoke against the request.

A Motion was made to close the public hearing.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember Venus Mack

SECONDER:

Mayor Pro Tem Paulette Chavers

AYES:

Boyum, Chavers, Mack, Riggs, Barr

ABSENT

--

A Motion was made to approve **Application RZ 21-01-03** with staff recommendations.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember Phil Boyum

SECONDER:

Mayor Pro Tem Paulette Chavers

AYES:

Boyum, Chavers, Mack, Riggs, Barr

ABSENT

--

Public Hearing and Consideration of a Motion to Approve: APPLICATION V 21-01-04: Beyond JPR Properties requests a variance from Article VII, Section 703(B) 1 of the Statesboro Zoning Ordinance to allow for the construction of an additional 12 dwelling units on the property located at 231 S Main Street & 232 S Walnut Street (Tax Parcels S19 000018 000 & S19 000020 000).

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

No one spoke for or against the request.

A Motion was made to approve close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

A Motion was made to approve **Application V 21-01-04** with staff recommendations.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a motion to approve an Intergovernmental Agreement with Bulloch county committing SPLOST funds for improvements to Grady Street and Luetta Moore parks.

A motion was made to approve an Intergovernmental Agreement with Bulloch County committing SPLOST funds for improvements to Grady Street and Luetta Moore parks.

RESULT:	Approved (Unanimous)
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MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a Motion to Approve Resolution 2021-07: A Resolution to authorize reimbursement of City incurred capital costs undertaken prior to closing on Parks Improvements bond from the proceeds of the bond.

A motion was made to approve **Resolution 2021-07** to authorize reimbursement of City incurred capital costs undertaken prior to closing on Parks Improvements bond from the proceeds of the bond.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a Motion to Approve Resolution 2021-08: A Resolution authorizing bond issuance by the Urban Redevelopment Agency.

A motion was made to approve **Resolution 2021-08** authorizing bond issuance by the Urban Redevelopment Agency.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a motion to approve an Intergovernmental Contract between City and Urban Redevelopment Agency regarding the issuance of a bond to finance improvements to Luetta Moore and Grady Street parks.

A motion was made to approve an Intergovernmental Contract between City and Urban Redevelopment Agency regarding the issuance of a bond to finance improvements to Luetta Moore and Grady Street parks.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a Motion to Approve Resolution 2021-09: A Resolution requesting approval to apply for the 2021 Firehouse Subs Public Safety Foundation Grant for the City of Statesboro, Georgia

A motion was made to approve **Resolution 2021-09** approval of request to apply for the 2021 Firehouse Subs Public Safety Foundation Grant for the City of Statesboro, Georgia.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a Motion to Approve Resolution 2021-10: A Resolution requesting approval to apply for the 2020 Fire Prevention and Safety Grant for the City of Statesboro, Georgia

A motion was made to approve **Resolution 2021-10** approval of request to apply for the 2020 Fire Prevention and Safety Grant for the City of Statesboro, Georgia.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a motion to award a contract to Y-Delta Inc. in the amount of \$512,869.00 for the purchase and installation of a CNG fueling station and approval not to exceed \$684,000.00 in total expenditures to perform other related improvements. Funds are approved in the FY2021 CIP Budget, Item# NGD-58.

A motion was made to award a contract to Y-Delta Inc. in the amount of \$512,869.00 for the purchase and installation of a CNG fueling station and approval not to exceed \$684,000.00 in total expenditures to perform other related improvements.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a motion to award a contract to JC Lewis Ford for the purchase of two Ford F150 Pickup Trucks in the total amount of \$49,548.56 (\$24,774.28 each). Both vehicles will be paid from GMA Lease Pool.

A motion was made to award a contract to JC Lewis Ford for the purchase of two Ford F150 Pickup Trucks in the total amount of \$49,548.56.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a motion for award of contract to American Signal for the purchase of three (3) Advantage-S LED Portable Trailer Mounted Message Signs per the Houston-Galveston Area Council (H-GAC) purchasing cooperative contract in the amount of \$40,000.00. This equipment will be paid from TSPLOST funds.

A motion was made to award a contract to American Signal for the purchase of three (3) Advantage-S LED Portable Trailer Mounted Message Signs in the amount of \$40,000.00.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Other Business from City Council:

Councilmember Shari Barr stated she attended the recognition of Mical Whitaker on Sunday at the Averitt Center where he was presented with the distinction of Averitt Center Legend of the Arts.

Councilmember Shari Barr announced there would be a City sponsored Food drop on Saturday February 20th from 9 am until noon at the Statesboro High School.

Councilmember John Riggs announced there would be a Crime Prevention meeting on March 6th at the Military Science Building at Georgia Southern University.

City Managers Comments

City Manager Charles Penny brought to Mayor and Council’s attention a memo in the FYI packet regarding P25 Radio System, which includes a memo from County Manager Tom Couch. Mr. Penny stated he is in support of the recommendation by Mr. Couch to exclude some of the users from the capital recovery cost, because if some of the users decide to walk away from the system, the operational costs will increase for the remaining users. There will be more discussions about this radio system in the near future and there is going to need to be an intergovernmental agreement for the radio system.

Public Comments (General): None

Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

The meeting was adjourned at 6:58 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

MEMORANDUM

February 19, 2021

TO: Charles Penny, City Manager, Jason Boyles, Assistant City Manager and Leah Harden, City Clerk

FR: Kathleen Field, Director of Planning and Development

RE: March 2, 2021 City Council Agenda Item

Policy Issue: Consideration of Revision of City Ord 38-26 adding International property Maintenance Code to applicable codes for determination of nuisance.

Recommendation: Second reading and consideration of amendment to the Statesboro Code of Ordinances Chapter 38 – 26 establishing additional property maintenance requirements for code compliance purposes.

Background: At the October 20, 2020 Work Session of the City Council, a presentation was given highlighting the differences between the existing “Nuisance” Code currently used by the Code Compliance Division and the proposed International Property Maintenance Code (IPMC) with the recommendation that the IPMC be considered for adoption by the City Council.

Since the proposed code delineates a more specific approach to the code compliance effort, it was agreed that sufficient public notice and education be undertaken in advance and that this item be brought back to the City Council for formal consideration at the February 16, 2021 meeting, where it passed 5-0 to advance to second reading for this Council meeting. Public Information Meetings were held on November 18, 2020 and January 13, 2021 in the City Council Chambers. A presentation explaining the difference between the existing and proposed codes was given by city staff. Additionally, Code Compliance Officers were in attendance to answer specific questions; and, copies of both ordinances, existing and proposed, were made available to attendees.

Specific local placeholder provisions are required for inclusion in certain sections. Accordingly, the following insertions are proposed:

Section 101.1: City of Statesboro, Georgia (name of the locality)

Section 103.5: City of Statesboro Schedule of Rates, Fees and Fines (fees for services performed by the department are referenced for insertion)

Section 112.4: Section 5-3 of the City Charter (amount of fines attributed to non-compliance to a stop work order is referenced in this section of the City Charter)

Section 302.4: 12" (weeds or plant growth shall not exceed this height)

Sec. 304.14: April 1st to October 31st (dates whereby insect screens are required)

Sec. 602.3: October 1st to May 1st (heat supply for habitable unit maintained at minimum temperature of 68 degrees)

Sec. 602.4: October 1st to May 1st (heat supply for work space maintained at minimum temperature of 65 degrees)

Budget Impact: None

Council Member District: All

Attachment: Proposed 2015 International Property Maintenance Code with City specific provisions in redline.

Ordinance 2021-01:

Chapter 38 ENVIRONMENT

Article II. – NUISANCES

Sec. 38-26. - DEFINITIONS

The following definitions shall apply in the enforcement and application of this chapter:

(1)Applicable codes means:

a. Any optional housing or abatement standard provided in O.C.G.A. tit. 8, ch. 2, as adopted by ordinance or operation of law, or other property maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property;

b. Any fire or life safety code as provided for in O.C.G.A. tit. 25, ch. 2;

c. Any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in O.C.G.A. tit. 8, ch. 2 after October 1, 1991, provided that such building or minimum standard codes for real property improvements shall be deemed to mean those buildings or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law; and

d. The International Property Maintenance Code of 2015 or any future versions thereof as amended and adopted by the Georgia Department of Community Affairs with the following City specific provisions:

Section 101.1. City of Statesboro, Georgia

Section 103.5. City of Statesboro Schedule of Rates, Fees and Fines

Section 112.4. Section 5-3 of City Charter

Section 302.4. 12”

Section 304.14. April 1st to October 30th

Section 602.3. October 1st to May 1st

Section 602.4. October 1st to May 1st

2015
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INTERNATIONAL
Property Maintenance
Code®

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Code Family®

2015 IPMC

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INTERNATIONAL
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COUNCIL

2015 International Property Maintenance Code®

First Printing: May 2014 Second Printing: July 2014

ISBN: 978-1-60983-484-5 (soft-cover edition)

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INTERNATIONAL CODE COUNCIL, INC.

Date of First Publication: May 30, 2014

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38623-T016194

PRINTED IN THE U.S.A.

PREFACE

Introduction

Internationally, code officials recognize the need for a modern, up-to-date property maintenance code governing the maintenance of existing buildings. The *International Property Maintenance Code*®, in this 2015 edition, is designed to meet this need through model code regulations that contain clear and specific property maintenance requirements with required property improvement provisions.

This 2015 edition is fully compatible with all of the *International Codes*® (I-Codes®) published by the International Code Council (ICC)®, including the *International Building Code*®, *International Energy Conservation Code*®, *International Existing Building Code*®, *International Fire Code*®, *International Fuel Gas Code*®, *International Green Construction Code*®, *International Mechanical Code*®, *ICC Performance Code*®, *International Plumbing Code*®, *International Private Sewage Disposal Code*®, *International Residential Code*®, *International Swimming Pool and Spa Code*™, *International Wildland-Urban Interface Code*® and *International Zoning Code*®.

The *International Property Maintenance Code* requirements provide many benefits, among which is the model code development process that offers an international forum for code officials and other interested parties to discuss performance and prescriptive code requirements. This forum provides an excellent arena to debate proposed revisions. This model code also encourages international consistency in the application of provisions.

Development

The first edition of the *International Property Maintenance Code* (1998) was the culmination of an effort initiated in 1996 by a code development committee appointed by ICC and consisting of representatives of the three statutory members of the International Code Council at that time, including: Building Officials and Code Administrators International, Inc. (BOCA), International Conference of Building Officials (ICBO) and Southern Building Code Congress International (SBCCI). The committee drafted a comprehensive set of regulations for existing buildings that was consistent with the existing model property maintenance codes at the time. This 2015 edition presents the code as originally issued, with changes reflected through the previous 2012 edition and further changes developed through the ICC Code Development Process through 2013. A new edition of the code is promulgated every 3 years.

This code is founded on principles intended to establish provisions consistent with the scope of a property maintenance code that adequately protects public health, safety and welfare; provisions that do not unnecessarily increase construction costs; provisions that do not restrict the use of new materials, products or methods of construction; and provisions that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

Adoption

The International Code Council maintains a copyright in all of its codes and standards. Maintaining copyright allows ICC to fund its mission through sales of books, in both print and electronic formats. The *International Property Maintenance Code* is designed for adoption and use by jurisdictions that recognize and acknowledge the ICC's copyright in the code, and further acknowledge the substantial shared value of the public/private partnership for code development between jurisdictions and the ICC.

The ICC also recognizes the need for jurisdictions to make laws available to the public. All ICC codes and ICC standards, along with the laws of many jurisdictions, are available for free in a non-downloadable form on the ICC's website. Jurisdictions should contact the ICC at adoptions@icc-safe.org to learn how to adopt and distribute laws based on the *International Property Maintenance Code* in a manner that provides necessary access, while maintaining the ICC's copyright.

Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcing officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The contents of this work are subject to change through both the code development cycles and the governmental body that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the International Code Council.

While the development procedure of the *International Property Maintenance Code* ensures the highest degree of care, the ICC, its members and those participating in the development of this code do not accept any liability resulting from compliance or noncompliance with the provisions because the ICC does not have the power or authority to police or enforce compliance with the contents of this code. Only the governmental body that enacts the code into law has such authority.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Committee Action Hearings by the International Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Committee Action Hearings.

The content of sections in this code that begin with a letter designation is maintained by another code development committee in accordance with the following:

[A] = Administrative Code Development Committee;

[F] = International Fire Code Development Committee;

[P] = International Plumbing Code Development Committee;

[BE] = IBC - Means of Egress Code Development Committee; and

[BG] = IBC - General Code Development Committee.

For the development of the 2018 edition of the I-Codes, there will be three groups of code development committees and they will meet in separate years. Note that these are tentative groupings.

Group A Codes (Heard in 2015, Code Change Proposals Deadline: January 12, 2015)	Group B Codes (Heard in 2016, Code Change Proposals Deadline: January 11, 2016)	Group C Codes (Heard in 2017, Code Change Proposals Deadline: January 11, 2017)
International Building Code - Fire Safety (Chapters 7, 8, 9, 14, 26) - Means of Egress (Chapters 10, 11, Appendix E) - General (Chapters 2-6, 12, 27-33, Appendices A, B, C, D, K)	Administrative Provisions (Chapter 1 of all codes except IRC and IECC, administrative updates to currently referenced standards, and designated definitions)	International Green Construction Code
International Fuel Gas Code	International Building Code - Structural (Chapters 15-25, Appendices F, G, H, I, J, L, M)	
International Existing Building Code	International Energy Conservation Code	
International Mechanical Code	International Fire Code	
International Plumbing Code	International Residential Code - IRC-B (Chapters 1-10, Appendices E, F, H, J, K, L, M, O, R, S, T, U)	
International Private Sewage Disposal Code	International Wildland-Urban Interface Code	
International Property Maintenance Code		
International Residential Code - IRC-Mechanical (Chapters 12-24) - IRC-Plumbing (Chapter 25-33, Appendices G, I, N, P)		
International Swimming Pool and Spa Code		
International Zoning Code		

Note: Proposed changes to the ICC Performance Code will be heard by the Code Development Committee noted in brackets [] in the text of the code.

Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees hold code development hearings in different years, it is possible that some proposals for this code will be heard by committees in both the 2015 (Group A) and the 2016 (Group B) code development cycles.

For instance, every section of Chapter 1 of this code is designated as the responsibility of the Administrative Code Development Committee, and that committee is part of the Group B portion of the hearings. This committee will hold its code development hearings in 2016 to consider all code change proposals for Chapter 1 of this code and proposals for Chapter 1 of all I-Codes except the *International Energy Conservation Code*, *International Residential Code* and *ICC Performance Code*. Therefore, any proposals received for Chapter 1 of this code will be assigned to the Administrative Code Development Committee for consideration in 2016.

It is very important that anyone submitting code change proposals understand which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the code development committee responsibilities, please visit the ICC website at www.iccsafe.org/scoping.

Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the 2012 edition. Deletion indicators in the form of an arrow (^) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a table has been deleted.

A single asterisk [*] placed in the margin indicates that text or a table has been relocated within the code. A double asterisk [**] placed in the margin indicates that the text or table immediately

following it has been relocated there from elsewhere in the code. The following table indicates such relocations in the 2015 edition of the *International Property Maintenance Code*.

2015 LOCATION	2012 LOCATION
None	None

Italicized Terms

Selected terms set forth in Chapter 2, Definitions, are italicized where they appear in code text. Such terms are not italicized where the definition set forth in Chapter 2 does not impart the intended meaning in the use of the term. The terms selected have definitions that the user should read carefully to facilitate better understanding of the code.

EFFECTIVE USE OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE

The *International Property Maintenance Code* (IPMC) is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

Arrangement and Format of the 2015 IPMC

Before applying the requirements of the IPMC it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during an inspection. The IPMC is divided into eight different parts:

Chapters	Subjects
1	Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards

The following is a chapter-by-chapter synopsis of the scope and intent of the provisions of the *International Property Maintenance Code*:

Chapter 1 Scope and Administration. This chapter contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining "due process of law" in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that "equal protection under the law" has been provided.

Chapter 2 Definitions. All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term's definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics wherever it appears in the code. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance is provided regarding tense, gender and plurality of defined terms as well as terms not defined in this code.

Chapter 3 General Requirements. Chapter 3, "General Requirements," is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter's provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

Chapter 4 Light, Ventilation and Occupancy Limitations. The purpose of Chapter 4 is to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifies occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

Chapter 5 Plumbing Facilities and Fixture Requirements. Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements. The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.

Chapter 7 Fire Safety Requirements. The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building's occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 7 establishes the minimum requirements for fire safety facilities and fire protection systems, as these are essential fire safety systems.

Chapter 8 Referenced Standards. The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

LEGISLATION

Jurisdictions wishing to adopt the 2015 *International Property Maintenance Code* as an enforceable regulation governing existing structures and premises should ensure that certain factual information is included in the adopting legislation at the time adoption is being considered by the appropriate governmental body. The following sample adoption legislation addresses several key elements, including the information required for insertion into the code text.

SAMPLE LEGISLATION FOR ADOPTION OF THE *INTERNATIONAL PROPERTY MAINTENANCE CODE* ORDINANCE NO. _____

A[N] [ORDINANCE/STATUTE/REGULATION] of the [JURISDICTION] adopting the 2015 edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the [JURISDICTION]; providing for the issuance of permits and collection of fees therefor; repealing [ORDINANCE/STATUTE/REGULATION] No. _____ of the [JURISDICTION] and all other ordinances or parts of laws in conflict therewith.

The [GOVERNING BODY] of the [JURISDICTION] does ordain as follows:

Section 1. That a certain document, three (3) copies of which are on file in the office of the [TITLE OF JURISDICTION'S KEEPER OF RECORDS] of [NAME OF JURISDICTION], being marked and designated as the *International Property Maintenance Code*, 2015 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the [JURISDICTION], in the State of [STATE NAME] for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the [JURISDICTION] are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. The following sections are hereby revised:

Section 101.1. Insert: [NAME OF JURISDICTION]

Section 103.5. Insert: [APPROPRIATE SCHEDULE]

Section 112.4. Insert: [DOLLAR AMOUNT IN TWO LOCATIONS]

Section 302.4. Insert: [HEIGHT IN INCHES]

Section 304.14. Insert: [DATES IN TWO LOCATIONS]

Section 602.3. Insert: [DATES IN TWO LOCATIONS]

Section 602.4. Insert: [DATES IN TWO LOCATIONS]

Section 3. That [ORDINANCE/STATUTE/REGULATION] No. _____ of [JURISDICTION] entitled [FILL IN HERE THE COMPLETE TITLE OF THE LEGISLATION OR LAWS IN EFFECT AT THE PRESENT TIME SO THAT THEY WILL BE REPEALED BY DEFINITE MENTION] and all other ordinances or parts of laws in conflict herewith are hereby repealed.

Section 4. That if any section, subsection, sentence, clause or phrase of this legislation is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The [GOVERNING BODY] hereby declares that it would have passed this law, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. That nothing in this legislation or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired

or existing, under any act or ordinance hereby repealed as cited in Section 3 of this law; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this legislation.

Section 6. That the **[JURISDICTION'S KEEPER OF RECORDS]** is hereby ordered and directed to cause this legislation to be published. (An additional provision may be required to direct the number of times the legislation is to be published and to specify that it is to be in a newspaper in general circulation. Posting may also be required.)

Section 7. That this law and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect **[TIME PERIOD]** from and after the date of its final passage and adoption.

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CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1 — SCOPE AND APPLICATION

SECTION 101 GENERAL

[A] **101.1 Title.** These regulations shall be known as the *International Property Maintenance Code* of **City of Statesboro, Georgia** hereinafter referred to as "this code."

[A] **101.2 Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, an owner's authorized agent, *operators* and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] **101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

[A] **101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

[A] **102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

[A] **102.2 Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or *premises* was constructed, altered or repaired shall be maintained in good working order.

No *owner*, owner's authorized agent, *operator* or *occupant* shall cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not

intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner's* authorized agent shall be responsible for the maintenance of buildings, structures and *premises*.

[A] **102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Existing Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*,

International Residential Code, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] **102.4 Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and insanitary.

[A] **102.5 Workmanship.** Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

[A] **102.6 Historic buildings.** The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] **102.7 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] **102.7.1 Conflicts.** Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] **102.7.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] **102.8 Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the pub

lic safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] **102.9 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] **102.10 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

[A] **103.1 General.** The department of property maintenance inspection is hereby created and the executive official in charge thereof shall be known as the *code official*.

[A] **103.2 Appointment.** The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] **103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

[A] **103.4 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be re- | dered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

[A] **103.4.1 Legal defense.** Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

[A] **103.5 Fees.** The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in the following schedule.

[City of Statesboro Schedule of Rates, Fees, and Fines.](#)

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

[A] **104.1 General.** The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to

clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] **104.2 Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed

necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

[A] **104.3 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, *owner's I* authorized agent or other person having charge or control of | the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] **104.4 Identification.** The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] **104.5 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

[A] **104.6 Department records.** The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 105 APPROVAL

[A] **105.1 Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* authorized agent, provided the *code official* shall | first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] **105.2 Alternative materials, methods and equipment.**

The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided

that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons the alternative was not *approved*.

[A] 105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

[A] 105.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved agency*.

[A] 105.3.2 Test reports. Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] 105.4 Used material and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] 105.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] 105.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 106 VIOLATIONS

[A] 106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] 106.2 Notice of violation. The *code official* shall serve a notice of violation or order in accordance with Section 107.

[A] 106.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 107 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to

2015 INTERNATIONAL PROPERTY MAINTENANCE CODE®

require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] 106.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits

provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[A] 106.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, structure or *premises*, or to stop an illegal act, conduct, business or utilization of the building, structure or *premises*.

SECTION 107 NOTICES AND ORDERS

[A] 107.1 Notice to person responsible. Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 107.2 and 107.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

[A] 107.2 Form. Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.
5. Inform the property *owner* or owner's authorized agent | of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

[A] 107.3 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified or first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

[A] **107.4 Unauthorized tampering.** Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

[A] **107.5 Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

[A] **107.6 Transfer of ownership.** It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have

been complied with, or until such *owner* or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

SECTION 108 UNSAFE STRUCTURES AND EQUIPMENT

[A] **108.1 General.** When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy*, or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

[A] **108.1.1 Unsafe structures.** An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the structure by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

[A] **108.1.2 Unsafe equipment.** Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or structure.

[A] **108.1.3 Structure unfit for human occupancy.** A structure is unfit for human *occupancy* whenever the *code official* finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the *occupants* of the structure or to the public.

[A] **108.1.4 Unlawful structure.** An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

[A] **108.1.5 Dangerous structure or premises.** For the purpose of this code, any structure or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or structure is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.

9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

[A] 108.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as not to be an attractive nuisance. Upon failure of the *owner* or owner's authorized agent to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

[A] 108.2.1 Authority to disconnect service utilities.

The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* or owner's authorized agent and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner*, owner's authorized agent or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

[A] 108.3 Notice. Whenever the *code official* has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner*, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

[A] 108.4 Placarding. Upon failure of the *owner*, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

[A] 108.4.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to

the penalties provided by this code.

[A] 108.5 Prohibited occupancy. Any occupied structure condemned and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner*, owner's authorized agent or person responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

[A] 108.6 Abatement methods. The *owner*, owner's authorized agent, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

[A] 108.7 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the structure and the nature of the unsafe condition.

SECTION 109 EMERGENCY

MEASURES [A] 109.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

[A] 109.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done,

including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

[A] **109.3 Closing streets.** When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

[A] **109.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

[A] **109.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* or | owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

[A] **109.6 Hearing.** Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 110 DEMOLITION

[A] **110.1 General.** The *code official* shall order the *owner* or owner's authorized agent of any *premises* upon which is located any structure, which in the *code official's* or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the *code | official* shall order the *owner* or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

[A] **110.2 Notices and orders.** Notices and orders shall comply with Section 107.

[A] **110.3 Failure to comply.** If the *owner* of a *premises* or owner's |authorized agent fails to comply with a demolition order within the time prescribed, the *code official* shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

[A] **110.4 Salvage materials.** When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

SECTION 111 MEANS OF APPEAL [A]

111.1 Application for appeal. Any person directly affected by a

decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

[A] **111.2 Membership of board.** The board of appeals shall consist of not less than three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall have no vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

[A] **111.2.1 Alternate members.** The chief appointing authority shall appoint not less than two alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

[A] **111.2.2 Chairman.** The board shall annually select one of its members to serve as chairman.

[A] **111.2.3 Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[A] **111.2.4 Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.

[A] **111.2.5 Compensation of members.** Compensation of members shall be determined by law.

[A] **111.3 Notice of meeting.** The board shall meet upon notice from the chairman, within 20 days of the filing of an appeal, or at stated periodic meetings.

[A] **111.4 Open hearing.** Hearings before the board shall be open to the public. The appellant, the appellant's representa

tive, the *code official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of a minimum of two-thirds of the board membership.

[A] 111.4.1 Procedure. The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

[A] 111.5 Postponed hearing. When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

[A] 111.6 Board decision. The board shall modify or reverse the decision of the *code official* only by a concurring vote of a majority of the total number of appointed board members.

[A] 111.6.1 Records and copies. The decision of the board shall be

recorded. Copies shall be furnished to the appellant and to the *code official*.

[A] 111.6.2 Administration. The *code official* shall take immediate action in accordance with the decision of the board.

[A] 111.7 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

[A] 111.8 Stays of enforcement. Appeals of notice and orders (other than *Imminent Danger* notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board. remove a violation or unsafe condition, shall be liable to a fine of not less than **[AMOUNT]** dollars or more than **[AMOUNT]** dollars.

SECTION 112 STOP WORK ORDER

[A] 112.1 Authority. Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] 112.2 Issuance. A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* | authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] 112.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] 112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to **Section 5-3 of the City Charter**.

CHAPTER 2

DEFINITIONS

SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words "dwelling unit," "dwelling," "premises" "building," "rooming house" "rooming unit" "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] **APPROVED.** Acceptable to the *code official*.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

[A] **CODE OFFICIAL.** The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such

as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected

from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[BG] **DWELLING UNIT.** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] **EASEMENT.** That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

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

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

[BE] **GUARD.** A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[BG] **HABITABLE SPACE.** Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.

3. Certified as a contributing resource within a National Register or state or locally designated historic district. **HOUSEKEEPING UNIT.** A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

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

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

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

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

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

[A] PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or

two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[BG] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

[Z] YARD. An open space on the same lot with a structure.

SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the

sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no

CHAPTER 3

GENERAL REQUIREMENTS

minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy *premises* that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit, rooming unit or housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit, rooming unit, housekeeping unit or premises* which they occupy and control.

301.3 Vacant structures and land. Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

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

302.2 Grading and drainage. *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. *Premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of 12". Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. Structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

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

302.7 Accessory structures. Accessory structures, including *detached* garages, fences and walls, shall be maintained structurally

inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is not less than 54 inches (1372 mm) above the bottom of the

gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

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

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar

appurtenances attached thereto, including *guards* and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or

13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

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

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

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

304.9 Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

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

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

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

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

304.13.1 Glazing. Glazing materials shall be maintained free from cracks and holes.

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

304.14 Insect screens. During the period from April 1st to October 31st, every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be

2015 INTERNATIONAL PROPERTY MAINTENANCE CODE® included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure

the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of

the structure that they occupy or control in a clean and sanitary condition. Every *owner* of a structure containing a *rooming house*, *housekeeping units*, a hotel, a dormitory, two or more *dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

305.2 Structural members. Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

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

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for

existing buildings:

1. Soils that have been subjected to any of the following conditions:
 - 1.1. Collapse of footing or foundation system;
 - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
 - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
 - 1.4. Inadequate soil as determined by a geotechnical investigation;
 - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
 - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
 - 2.1. *Deterioration*;
 - 2.2. *Ultimate deformation*;
 - 2.3. Fractures;
 - 2.4. Fissures;
 - 2.5. Spalling;
 - 2.6. Exposed reinforcement; or
 - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
 - 3.1. *Deterioration*;
 - 3.2. Corrosion;
 - 3.3. Elastic deformation;
 - 3.4. *Ultimate deformation*;
 - 3.5. Stress or strain cracks;
 - 3.6. Joint fatigue; or
 - 3.7. *Detached*, dislodged or failing connections.

4. Masonry that has been subjected to any of the following conditions:
 - 4.1. *Deterioration*;
 - 4.2. *Ultimate deformation*;
 - 4.3. Fractures in masonry or mortar joints;
 - 4.4. Fissures in masonry or mortar joints;
 - 4.5. Spalling;
 - 4.6. Exposed reinforcement; or
 - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
 - 5.1. *Deterioration*;
 - 5.2. Elastic deformation;
 - 5.3. *Ultimate deformation*;
 - 5.4. Metal fatigue; or
 - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
 - 6.1. *Ultimate deformation*;
 - 6.2. *Deterioration*;
 - 6.3. Damage from insects, rodents and other vermin;
 - 6.4. Fire damage beyond charring;
 - 6.5. Significant splits and checks;
 - 6.6. Horizontal shear cracks;
 - 6.7. Vertical shear cracks;
 - 6.8. Inadequate support;
 - 6.9. *Detached*, dislodged or failing connections; or
 - 6.10. Excessive cutting and notching.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall be not

less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 308 RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. *Exterior property* and *premises*, and the interior of every structure, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a structure shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

308.3.1 Garbage facilities. The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the structure available to the *occupants* in each *dwelling unit*; or an *approved* leakproof, covered, outside garbage container.

308.3.2 Containers. The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

SECTION 309 PEST ELIMINATION

309.1 Infestation. Structures shall be kept free from insect and rodent *infestation*. Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent rein- festation.

309.2 Owner. The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The *occupant* of a one-family dwelling or of a *single-tenant* nonresidential structure shall be responsible for pest elimination on the *premises*.

309.4 Multiple occupancy. The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a

rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

309.5 Occupant. The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the *infestations* are caused by defects in the structure, the *owner* shall be responsible for pest elimination.

CHAPTER 4

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable space* shall have not less than one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The *ventilation* openings to the outdoors shall be based on a total floor area being

ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one- third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain not less than 120 square feet (11.2 m²) and every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces*.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to not less than one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to not less than one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements

of Table 404.5.

TABLE 404.5 MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{1, b}	120	120	150
Dining room ^{1, b}	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.0929 m².

- a. See Section 404.5.2 for combined living room/dining room spaces.
- b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The *owner* of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any structure or *premises* that does not comply with the requirements of this chapter.

SECTION 502 REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 *occupants*.

[P] 502.4 Employees' facilities. Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503 TOILET ROOMS

[P] 503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

[P] 503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

[P] 503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506 SANITARY DRAINAGE SYSTEM

[P] 506.1 General. Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507 STORM DRAINAGE

[P] 507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

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CHAPTER 6

MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601 GENERAL

center of each exterior wall.

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from **October 1st to May 1st** to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from **October 1st to May 1st** to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

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

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the

SECTION 603 MECHANICAL EQUIPMENT

603.1 Mechanical appliances. Mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. Fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances that are *labeled* for unvented operation.

603.3 Clearances. Required clearances to combustibles materials shall be maintained.

603.4 Safety controls. Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

MECHANICAL AND ELECTRICAL REQUIREMENTS

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated a maximum of 600 volts or less;
2. Busway, rated a maximum of 600 volts;
3. Panelboards, rated a maximum of 600 volts;
4. Switchboards, rated a maximum of 600 volts;
5. Fire pump controllers, rated a maximum of 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have

not been exposed to water;

16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS 606.1 General.

Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumb-

MECHANICAL AND ELECTRICAL REQUIREMENTS

waiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607 DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHAPTER 7

FIRE SAFETY REQUIREMENTS

SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 702 MEANS OF EGRESS

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

[F] 702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

[F] 702.3 Locked doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

[F] 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FIRE-RESISTANCE RATINGS

[F] 703.1 Fire-resistance-rated assemblies. The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

[F] 703.2 Opening protectives. Required opening protectives shall be maintained in an operative condition. Fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704 FIRE PROTECTION

SYSTEMS [F] 704.1 General. Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

[F] 704.1.1 Automatic sprinkler systems. Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

[F] 704.1.2 Fire department connection. Where the fire department connection is not visible to approaching fire

apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

[F] 704.2 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

[F] 704.2.1 Where required. Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

[F] 704.2.1.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the *means of egress* from the sleeping area to the door leading from the *sleeping unit*.

3. In each story within the *sleeping unit*, including basements. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.2.1.2 Groups R-2, R-3, R-4 and I-1. Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.2.1.3 Installation near cooking appliances.

Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.2.1.1 or 704.2.1.2.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 mm) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

[F] 704.2.1.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.2.1.1 or 704.2.1.2.

[F] 704.2.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling* or *sleeping unit*, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind.

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2. Smoke alarms in existing areas are not required to be interconnected where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

[F] 704.2.3 Power source. Single-station smoke alarms shall

receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over-current protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where no construction is taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing *alterations* or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

[F] 704.2.4 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the *International Fire Code*.

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CHAPTER 8 REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

ASME

American Society of Mechanical Engineers
Three Park Avenue
New York, NY 10016-5990

Standard reference number	Referenced in code section number
Title	
ASME A17.1/CSA B44— 2013 Safety Code for Elevators and Escalators	606.1

ASTM

ASTM International
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959

Standard reference number	Referenced in code section number
Title	
F 1346—91 (2010) Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs	303.2

ICC

International Code Council 500 New Jersey Avenue, NW 6th Floor
Washington, DC 20001

Standard reference number	Referenced in code section number
Title	
IBC—15 IEBC—15 IFC—15 International Building Code®	102.3, 201.3, 401.3, 702.3
IFGC—15 IMC—15 IPC—15 International Existing Building Code®	305.1.1, 306.1.1
IRC—15 IZC—15 International Fire Code®	201.3, 604.3.1.1, 604.3.2.1, 702.1, 702.2, 704.1, 704.2
International Fuel Gas Code®	102.3
International Mechanical Code®	102.3, 201.3
International Plumbing Code®	201.3, 505.1, 602.2, 602.3
International Residential Code®	201.3
International Zoning Code®	102.3, 201.3

NFPA

National Fire Protection Association 1 Batterymarch Park Quincy, MA 02269

Standard reference number	Referenced in code section number
Title	
25—14 Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems	704.1.1
70—14 National Electrical Code	102.4, 201.3, 604.2

APPENDIX A

BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

A101 GENERAL

A101.1 General. Windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102 MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $\frac{1}{2}$ -inch-thick (12.7 mm) wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $\frac{3}{8}$ -inch-diameter (9.5 mm) carriage bolts of such a length as

required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

A104 REFERENCED STANDARD

IBC—12 International Building Code

A102.1,
A102.2, A102.3

A103 INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

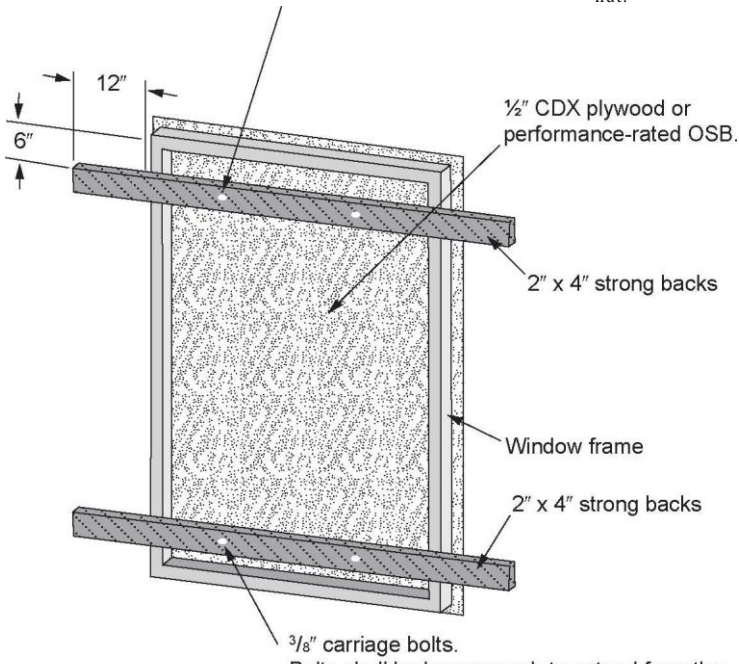
A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be pre-drilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured

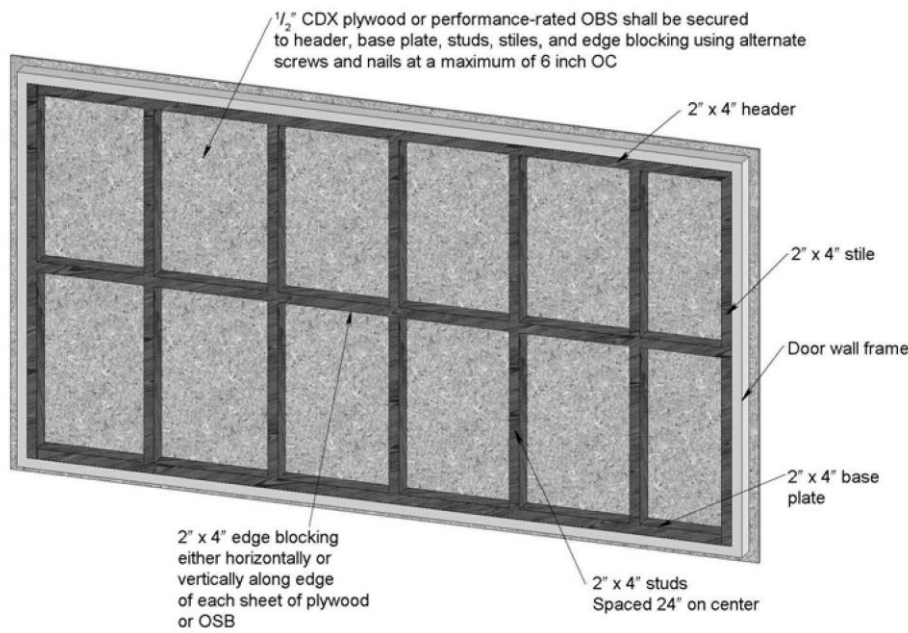
$\frac{3}{8}$ " carriage bolts.

Bolts shall be long enough to extend from the exterior plywood through the interior plywood and strong backs and fastened from the interior with a nut.



$\frac{3}{8}$ " carriage bolts.
Bolts shall be long enough to extend from the exterior plywood through the interior plywood and strong backs and fastened from the interior with a nut.

FIGURE A103.1(1) BOARDING OF DOOR OR WINDOW



$\frac{1}{2}$ " CDX plywood or performance-rated OSB shall be secured to header, base plate, studs, stiles, and edge blocking using alternate screws and nails at a maximum of 6 inch OC

2" x 4" edge blocking either horizontally or vertically along edge of each sheet of plywood or OSB

FIGURE A103.1(2) BOARDING OF DOOR WALL

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EDITORIAL CHANGES - SECOND PRINTING

Page 10, definition INFESTATION now reads . . . **INFESTATION.** The presence, within or contiguous to, a structure or *premises* of insects, rodents, vermin or other pests.



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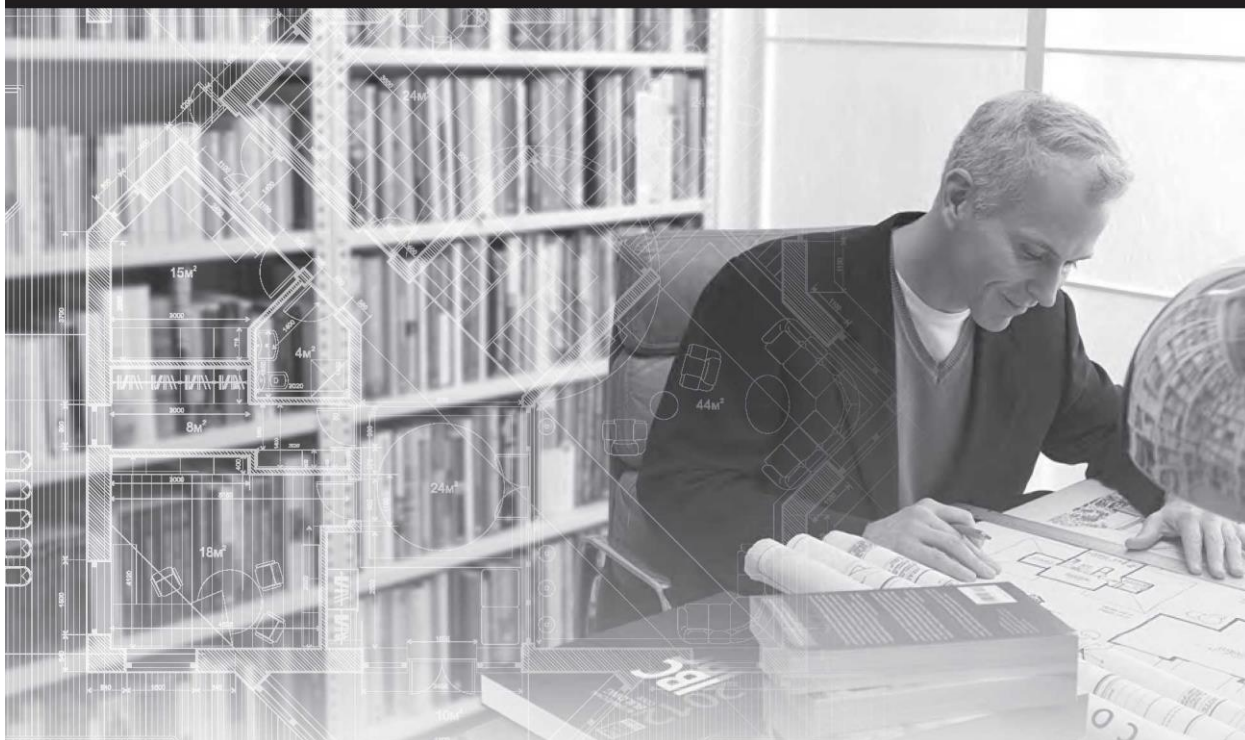


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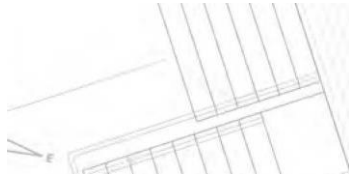
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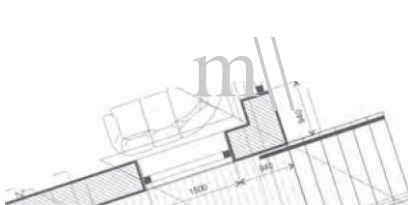
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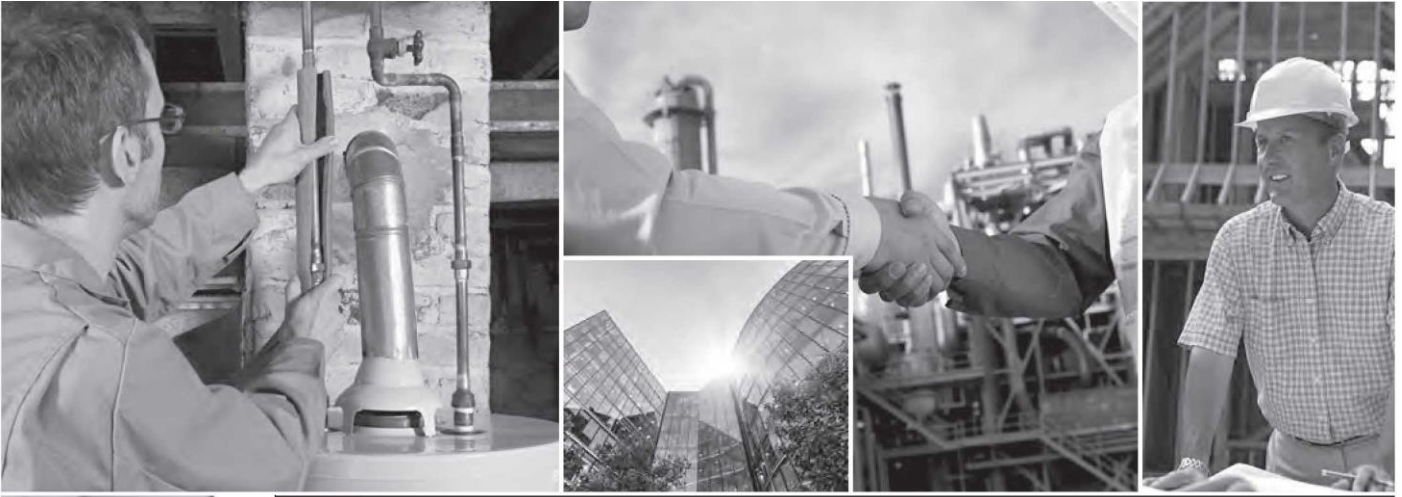
For more information about ICC's Training please contact us at **888-ICC-SAFE (422-7233) ext. 33818** or email us at icctraining@iccsafe.org.



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14-09333



CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

To: Charles Penny, City Manager and Leah Harden, City Clerk

From: Cain Smith, City Attorney

Date: February 23, 2021

RE: March 2, 2021 City Council Agenda Items

Policy Issue: *Consideration of third lease amendment with T-Mobile regarding Malecki Drive water tower*

Recommendation: Consideration

Background: T-Mobile has leased space on Malecki Drive water tower since 1997. Purpose of lease amendment is to allow for upgrade of their cellular infrastructure on the tower. Rent and other aspects of lease will remain unchanged

Budget Impact: N/A

Council Person and District: Venus Mack- District 3

Attachments: Proposed amendment

T-Mobile Site Number: 9SA0974A
T-Mobile Site Name: Georgia Southern
Market: JAX
T-Mobile Address: 1298 Malecki Road

THIRD AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT ("**Third Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the Mayor and City Council of Statesboro, a Georgia municipality, having a mailing address of 50 E Main St, Statesboro, GA 30458 (hereinafter referred to as "**Lessor**"), and T-Mobile South LLC, a Delaware limited liability company, as successor in interest to Powertel/Atlanta, Inc., having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, ATTN: Property Management/9SA0974A (hereinafter referred to as "**Lessee**").

WHEREAS, Lessor and Lessee are parties to a Tower Attachment Lease Agreement dated December 3, 1997, as amendment by an Amendment to Tower Attachment Lease Agreement dated October 16, 2001, and as amended by a Second Amendment to Tower Attachment Lease Agreement dated December 5, 2017 (hereinafter, collectively, the "**Lease**"), whereby Lessor leased to Lessee certain premises, therein described ("**Premises**"), that are a portion of the Property located at 1298 Malecki Rd, Statesboro, GA; and

WHEREAS, Lessor and Lessee desire to amend the Lease to adjust the Rent in conjunction with the modifications of the Lease contained herein; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Equipment Modifications.** At its sole cost and expense, Lessee shall have the right to modify its Equipment on the Premises as described and depicted in Exhibit C-3, which is attached hereto and incorporated herein by this reference, and Lessor consents to and approves of such modifications in all respects. Exhibit C-3 supplements Exhibit C and Exhibit C-2 to the Lease, and shall not be deemed to supersede or otherwise modify Exhibit C, Exhibit C-2 or any part thereof except to the extent specifically set forth in Exhibit C-3.
2. **Acknowledgement.** Lessor acknowledges that: 1) this Third Amendment is entered into of the Lessor's free will and volition; and 2) Lessor has read and understands this Third Amendment and the underlying Lease and, prior to execution of this Third Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this Third Amendment and to have counsel review the terms and conditions of this Third Amendment.
3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Lease otherwise is unmodified and remains in full force and effect. Lessor and Lessee reinstate, ratify, and affirm the terms of

T-Mobile Site Number: 9SA0974A
T-Mobile Site Name: Georgia Southern
Market: JAX
T-Mobile Address: 1298 Malecki Road

the Lease and further agree that the Lease is in full force and effect, and neither Lessor nor Lessee is in default under the Lease as of the Effective Date. Each reference in the Lease to itself shall be deemed also to refer to this Third Amendment.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Third Amendment on the dates as set forth below.

LESSOR:
Mayor and City Council of Statesboro,
a Georgia municipality

LESSEE:
By: T-Mobile South LLC,
a Delaware limited liability company

By: _____

DocuSigned by:
Tim B. Chandler
By: 59EBCF7B79E749F

Print Name: _____

Print Name: Tim B. Chandler

Title: _____

Title: Sr. Director of Eng & Operations

Date: _____

Date: 2/15/2021

T-Mobile Legal Stamp 02/02/2021
Approved as to Form
Jon Drake
Sr. Corp. Counsel



T-Mobile Site Number: 9SA0974A
T-Mobile Site Name: Georgia Southern
Market: JAX
T-Mobile Address: 1298 Malecki Road

Exhibit C-3

List of Equipment/Site Plan

Loading per this 3rd Amendment:

- (6) FFHH-65C-R3 Panel Antennas, (3) *Reserved***
- (3) AEHC Panel Antennas**
- (3) AHLOA Radios**
- (3) AHFIG Radios**
- (6) *Radios, Reserved***
- (2) HCS 2.0 Hybrid Cables - with integrated Junction Box**
- (1) *Hybrid, Reserved***
- (3) *COVP, Reserved***
- Generator**
- Fuel Tank**
- 10' x 20' Lease Area**

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5

Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

To: Charles Penny, City Manager

From: Jason Boyles, Assistant City Manager

Date: February 24, 2021

RE: Recommendation of Award of Contract for Construction for
Luetta Moore Park and Grady Street Park Improvements

Policy Issue: Purchasing

Recommendation:

Staff recommends award of contract to John E Lavender & Associates in the amount of \$2,877,954.00 and authorize the Mayor to execute contract documents for the Luetta Moore Park and Grady Street Park improvements project.

Background:

In January 2021 City staff prequalified 3 contractors to participate in the sealed bid process. Then on February 22, 2021 City staff received two sealed bids for the subject project. One bid was received by John E Lavender & Associates and the other bid was received by Dabbs-Williams General Contractors. A key requirement of the project is a minimum 20% participation by minority and/or female business enterprise vendors. The bid from Dabbs-Williams General Contractors did not include the Minority and Female Business Enterprise affidavits as required in the mandatory bid documents and stated during the prequalification RFQ process. As a result, this bid was deemed non-responsive and has been disqualified. The bid from John E Lavender & Associates included this required documentation and states that project participation by minority and female business enterprises will be 26.5%.

Both bids are below the engineer's cost estimate, however, with "renovation" projects of this scope and nature it is common to encounter unforeseen challenges and expenses during construction. Further, as provided in the bid documents the deadline for completion is July 1, 2021 with an early completion bonus of \$100,000 should the contractor complete work on or before May 28, 2021. For these reasons the contract is being awarded based on the bid amount received, however, project financing will include the engineer's 20% contingency, should it be needed, and the early completion bonus, should it be achieved.

Budget Impact:

Project will be funded by financing and debt service is to be paid from City and County SPLOST proceeds.

Council Person and District:

District 2, Councilmember Paulette Chavers

Attachment:

John E Lavender & Associates bid documents and MFBE participation form

BID FORM

Proposal by John E. Lavender & Associates, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Georgia Doing business as* a corporation

To the City of Statesboro (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of City of Statesboro Luetta Moore and Grady Street Parks Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by July 1, 2021

BIDDER acknowledges receipt of the following ADDENDUM:

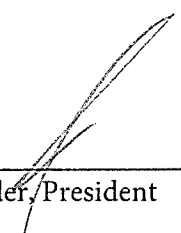
Contractors Questions dated - 2/15/21

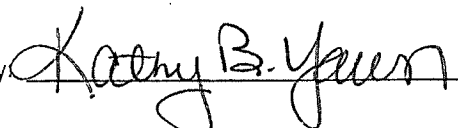
Final Clarification dated - 2/17/21

Luetta Moore Park Amount: 1,871,206⁻

Grady Street Park Amount: 1,006,748⁻

Total Bid Amount: \$ 2,877,954

Signature of Authorized Representative**:  Date: 2/22/21
John E. Lavender, President

Attest by  Date: 2/22/21

*Insert "a corporation", "a partnership", or "an individual" as applicable

**By signing this form, I agree to the terms and conditions contained in this bid package and if my company is awarded the contract, I agree that this signed bid response shall serve as the legal binding document concerning this contract.

BID SCHEDULE
Grady Street Park
BID REF. 2021-28

John E. Lavender & Associates, Inc.

February 22, 2021

Company Name

Date

The undersigned hereby declares that he (she, they) has (have) read plans, specifications, general requirements, special instructions to bidders, and other contract documents and proposes to perform the specified work for the following bid amount based on unit prices shown below:

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	Bonding/Insurance	1	LS	25,000 ⁻	25,000 ⁻
	Layout/Survey	1	LS	7,000 ⁻	7,000 ⁻
	Demolition	1	LS	8,000 ⁻	8,000 ⁻
	Construction Exit	1	LS	3,000 ⁻	3,000 ⁻
	Construction Fence	1300	LF	3 ⁻	3,900 ⁻
	Silt Fence	660	LF	4 ⁻	2,640 ⁻
	Rough Grading	295	CY	50 ⁻	14,750 ⁻
	Fine Grading /topsoil	295	CY	30 ⁻	8,850 ⁻
	6" Sanitary Sewer	280	LF	80 ⁻	22,400 ⁻
	RACP Drain Pipe	121	LF	80 ⁻	9,680 ⁻
	Head Walls	4	Ea	1500 ⁻	6,000 ⁻
	Concrete Turnouts	2	Ea	7,000 ⁻	14,000 ⁻
	Header Curb	780	LF	20 ⁻	15,600 ⁻
	Asphalt Paving 9mm	14,000	SF	1.65	23,100 ⁻
	Crusher run 6"	1550	SY	15.50	24,025 ⁻
	Striping	260	LF	2.50	650 ⁻
	ADA Symbol	2	Ea	250 ⁻	500 ⁻
	ADA Signs	2	Ea	250 ⁻	500 ⁻
	4" Concrete Sidewalk	7510	SF	4.50	33,795 ⁻
	6" Concrete Court	2100	SF	6.00	12,600 ⁻
	Picnic Pavilions with Slabs	3	EA	30,000 ⁻	90,000 ⁻
	Wheel Stops	27	EA	100 ⁻	2,700 ⁻
	6' Wooden Fencing	430	LF	35 ⁻	15,050 ⁻
	6' Chain Link Fencing	330	LF	30 ⁻	9,900 ⁻
	Double Swing Gates	2	EA	3,000 ⁻	6,000 ⁻
	Grills	3	EA	800 ⁻	2,400 ⁻
	Benches	5	EA	1,000 ⁻	5,000 ⁻
	Trash Receptacles	3	EA	1,100 ⁻	3,300 ⁻
	Water Fountain	1	EA	4,000 ⁻	4,000 ⁻
	Stone Seat Wall	10	LF	450 ⁻	4,500 ⁻
	Picnic Tables	6	EA	1,800 ⁻	10,800 ⁻
	4 ROW Bleachers	3	EA	1,700 ⁻	5,100 ⁻

CERTIFICATION: The undersigned being duly sworn, hereby declares and affirms that they are an authorized representative of the above named firm and further declares and affirms that the bid provided herein and the statements provided herein are true and correct and are sufficiently complete so as not to be misleading.

Authorized Signature

300 Pulaski Road - PO Box 1654

Address

58-1848373

Tax ID #

Seal (If Incorporated)

John E. Lavender & Associates, Inc.

Company Name

Statesboro, GA 30458 - 30459

City State Zip

912-489-4677 912-764-4226

Telephone #

Fax #

john@lavender.assocaites

Email

BID SCHEDULE
Luetta Moore Park
BID REF. 2021-28

John E. Lavender & Associates, Inc.

February 22, 2021

Company Name

Date

The undersigned hereby declares that he (she, they) has (have) read plans, specifications, general requirements, special instructions to bidders, and other contract documents and proposes to perform the specified work for the following bid amount based on unit prices shown below:

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	Bonding/Insurance	1	LS	40,000 ⁻	40,000 ⁻
	Layout/Survey	1	LS	7,000 ⁻	7,000 ⁻
	Demolition	1	LS	29,000 ⁻	29,000 ⁻
	Construction Exit	2	LS	1,500 ⁻	3,000 ⁻
	Construction Fence	2800	LF	3 ⁻	8,400 ⁻
	Silt Fence	5600	LF	4 ⁻	22,400 ⁻
	Rough Grading	154	CY	450 ⁻	69,300 ⁻
	Fine Grading /topsoil	2	AC	10,000 ⁻	20,000 ⁻
	6" Sanitary Sewer	325	LF	100 ⁻	32,500 ⁻
	Domestic Water Lines	260	LF	50 ⁻	13,000 ⁻
	Head Walls	4	EA	1,500 ⁻	6,000 ⁻
	18" RCP	102	LF	50 ⁻	5,100 ⁻
	15" RCP	151	LF	45 ⁻	6,795 ⁻
	12" ADS	154	LF	25 ⁻	3,850 ⁻
	Drop Inlets	5	EA	2,000 ⁻	10,000 ⁻
	Outlet Structures	1	EA	3,500 ⁻	3,500 ⁻
	Header Curb	910	LF	20 ⁻	18,200 ⁻
	Playground Edging	180	LF	35 ⁻	6,300 ⁻
	Asphalt Paving 9mm	30,587	SF	1.50	45,881 ⁻
	Crusher run 6"	3,398	SY	15.50	52,669 ⁻
	Striping	1064	LF	2 ⁻	2,128 ⁻
	ADA Symbol	2	EA	250 ⁻	500 ⁻
	ADA Signs	2	EA	250 ⁻	500 ⁻
	4" Concrete Sidewalk	5265	SF	4.50	23,693 ⁻
	Picnic Pavilions with Slabs	3	EA	30,000 ⁻	90,000 ⁻
	Wheel Stops	64	EA	100 ⁻	6,400 ⁻
	4' Vinyl Coated Chain Link Fencing	350	LF	28 ⁻	9,800 ⁻
	Vehicle Access Gates	2	EA	7,000 ⁻	14,000 ⁻
	Grills	3	EA	800 ⁻	2,400 ⁻
	Benches	4	EA	1,000 ⁻	4,000 ⁻
	Trash Receptacles	2	EA	1,100 ⁻	2,200 ⁻
	Pedestrian Gates	3	EA	5,500 ⁻	16,500 ⁻

BID AMOUNT FOR LUETTA MOORE PARK

\$ 1,871,206⁻

Deductive Alternate: NA

Deductive Lump Sum Cost \$ NA

CERTIFICATION: The undersigned being duly sworn, hereby declares and affirms that they are an authorized representative of the above named firm and further declares and affirms that the bid provided herein and the statements provided herein are true and correct and are sufficiently complete so as not to be misleading.

Authorized Signature

300 Pulaski Road - PO Box 1654

Address

58-1848373

Tax ID #

Seal (If Incorporated)

John E. Lavender & Associates, Inc.

Company Name

Statesboro, GA 30458 - 30459

City State Zip

912-489-4677 912-764-4226

Telephone #

Fax #

john@lavender.assocaites

Email

Minority and Women Business Enterprise Program
M/WBE Partifcation Report

Name of Bidder: John E. Lavender & Associates, Inc.

Name of Project: Luetta Moore and Rev. WD Kent Park Renovations

M/WBE Firm	Type of Work	Contact Person	City, State	%	MBE or WBE
Kit Williams Construction	Masonry	Kit Williams	Statesboro, GA	30%	MBE
Perkins Concrete	Concrete	Jermaine Perkins	Statesboro, GA	30%	MBE
Swim Pro Pools	Swimming Pool Splash Pad	Tommy Burke	Statesboro, GA	15%	WBE
Central Fence	Fencing	Teresa Dixon	Swainsboro Statesboro, GA	5.5%	WBE

MBE Total 6 % WBE Total 20.5 % M/WBE Combined 26.5 %

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Bulloch County Board of Commissioners.

Signature

John E. Lavender, President
Print

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5

Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

To: Charles Penny, City Manager

From: Jason Boyles, Assistant City Manager

Date: February 24, 2021

RE: Recommendation of Award of Contract for Construction Administration Services to Wood Environment & Infrastructure Solutions, Inc for the Luetta Moore Park and Grady Street Park Improvements Project

Policy Issue: Purchasing

Recommendation:

Staff recommends award of contract to Wood Environment & Infrastructure Solutions, Inc in the not to exceed amount of \$33,560.00 and authorize the Mayor to execute contract documents for construction administration services for the Luetta Moore Park and Grady Street (Rev. W. D. Kent) Park improvements project.

Background:

Wood Environment & Infrastructure Solutions, Inc was selected to perform the initial parks assessment study and later secured to perform the engineering design for the Luetta Moore Park and Grady Street Park (Rev. W.D. Kent Park) improvements project. Due to the scope and complexity of the project, it will be imperative for staff to have support from the design engineer during the construction phase to ensure that the project remains on schedule and to provide necessary technical support.

Budget Impact:

Project will be funded by financing and debt service is to be paid from City and County SPLOST proceeds.

Council Person and District:

District 2, Councilmember Paulette Chavers

Attachment:

Wood Environment & Infrastructure Solutions Proposal



Wood Environment & Infrastructure Solutions, Inc.
1075 Big Shanty Road NW
Suite 100
Kennesaw, GA 30144
USA
T: 770-421-3400
www.woodplc.com

February 24, 2021

Mr. Charles Penny
City Manager
City of Statesboro
50 E. Main Street
Statesboro, GA. 30458

**Subject: Additional Services - Construction Administration Services Proposal
Luetta Moore and Grady Street
Statesboro, Georgia
Wood Project No. 6166-20-1502**

Dear Mr. Penny,

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this additional services proposal to the City of Statesboro for construction administration services for the City of Statesboro Luetta Moore and Grady Street Parks projects. It is our understanding that the City of Statesboro (the City) would like our assistance with responding to the contractor's Requests for Information (RFIs) and other miscellaneous submittal reviews during the construction phase of the projects as well as providing periodic on-site observation to monitor general compliance with the construction documents. This proposal includes our understanding of the work, proposed scope of services, deliverables, assumptions, schedule, fee, and authorization requirements.

Scope of Services

Wood's team designed the Luetta Moore and Grady Street Parks under a previous project. We understand that the construction phase of the project is in the process of being awarded and construction will soon commence. We further understand that the City would like to retain Wood to provide construction administration services during this phase of the project. Based on our understanding of the work required, we propose to provide the following professional services to assist the City for each park location:

- ▶ Arrange and conduct pre-construction conferences
- ▶ Attend regularly scheduled progress meetings/site observation visits on site with the contractor and the City's representative appropriate to the stage of construction (up to 15 site visits anticipated for each site)
- ▶ Prepare field observation reports with photographs following a standard format
- ▶ Respond to the contractor's requests for information, shop drawings or submittals (estimated up to 60 responses)
- ▶ Review and monitor the construction schedule and schedule of unit values as submitted by the contractor. Provide strategies and recommendations to the City if the contractor is behind schedule.



- ▶ Review the contractor's applications for payment (AFP) and provide comments. Issue the AFPs to the City for final approval and processing.
- ▶ Attend substantial, provisional, and final acceptance "punch list" observation visits
- ▶ Issue a certificate of substantial completion to the City for approval
- ▶ Coordinate and transmit contractor prepared as-built record drawings
- ▶ Conduct a post construction review prior to completion of one-year warranty items

Fee and Schedule

Wood proposes to provide the above-described services on a time and materials basis not to exceed \$33,560. The schedule for these services will begin upon receipt of notice-to-proceed and continue until the scope is completed as estimated. We have estimated a construction period of approximately four (4) to six (6) months. We understand that the construction of the two parks will be conducted concurrently and assume that Wood can perform site visits and provide our other services for both parks simultaneously. Our services will be provided on an hourly basis and invoiced with actual labor hours and expenses per the attachment rate schedule. We will invoice for our services monthly and will advise the City of remaining budget with each invoice. We will not exceed the authorized budget without prior written email authorization.

Authorization

Wood proposes to provide the services herein under the existing terms and conditions of Wood Project Number 6166-20-1502 for time and materials projects accepted on August 20, 2020. If this additional services proposal request is acceptable to the City of Statesboro, please provide a written response of acceptance and return the executed copy to Christopher Jung at christopher.jung@woodplc.com as our written authorization to proceed.

Closing

As always, we appreciate the opportunity to work with you and the City of Statesboro, and we look forward to the start of construction of this project. Should you have any questions regarding this proposal, please do not hesitate to call us.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Ron Huffman, ASLA, AICP
Senior Principal

Christopher.Jung

Digitally signed by Christopher.Jung
DN: cn=Christopher.Jung
Date: 2021.02.24 13:13:40 -05'00'

Christopher Jung, P.E.
Project Manager

Attachments: Rate Schedule



Wood Environment & Infrastructure Solutions, Inc.
2020 Rate Schedule (Atlanta, GA, Infrastructure Design office)

I. Personnel

The Wood team assigned to manage and prepare project plans for the City includes professional architects, landscape architects, engineers, planners and cost estimators. The team was selected based on their expertise and availability to work with the City. Wood has the corporate staff resources (in excess of 350 technical and professional staff in our Atlanta area offices) to respond to multiple project assignments as needed. We can begin work immediately upon receipt of written authorization and notice to proceed.

Charges will be made at the following rates (USD) for time spent in project management, consultation or meetings related to a project, conducting field inspections, site evaluations, report preparation, design, engineering, drawing preparation, etc.

A. Professional (Engineering, Architecture, Landscape Architecture, Planning, Cost Estimating)

Staff Planner/Landscape Architect/Architect/ Staff Engineer	\$107/hour
Senior Planner/Landscape Architect/Architect/Engineer	\$122/hour
Project Manager	\$140/hour
Associate Engineer/Architect/Planner/Landscape Architect	\$175/hour
Senior Associate/Principal	\$205/hour

B. Technical Services (Engineering and Science)

Technician 1	\$60/hour
Technician 2	\$80/hour
Technician 3	\$100/hour
Project Administrator/Subcontract Administrator	\$85/hour
Technical Writer/Document Processor	\$65/hour
CADD Designer/Draftsperson 1	\$95/hour
CADD Designer/Draftsperson 2	\$115/hour
CADD Designer/Draftsperson 3	\$125/hour
Admin/Clerical	\$65/hour

Note: Personnel rates shown in the above fee schedule apply to project charges through the end of 2020 only. Wood reserves the right to increase labor rates invoiced on projects in subsequent years to reflect annual cost of labor increases, subject to approval by Client.

II. Expenses

Travel Expenses

Travel expense will include transportation, lodging, meals and other expenses that are related to attending meetings related to the project, conducting field inspections, report preparation and review, design, etc.

1. Transportation:
 - a. Car Mileage - current government approved mileage rate plus 5%
 - b. Common carrier or car rental at cost plus 5%
2. Lodging, Meals and Other Expenses: direct expenses at cost plus 5%

Equipment / Other Expenses

Special equipment or supplies, permits, shipping charges, special printing or other items not customarily provided by Wood will be charged at cost plus 5%.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

*Proudly serving the City of Statesboro and
surrounding communities since 1905!*



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 2-23-2021

RE: Submission of Application for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to submit an application for the 2020 SAFER Grant to assist with the funding for twelve (12) additional firefighters within the Statesboro Fire Department

Background: The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720). The SAFER Grant Program is a competitive, discretionary grant comprised of two activities; Recruitment and Retention of Volunteer Firefighters and Hiring of Firefighter, which is the activity the Statesboro Fire Department wishes to pursue. If awarded and accepted, the SAFER grant will fund the salaries and benefits of the SAFER-funded positions over a three (3) year period at 100%.

Budget Impact: Normally, the SAFER Grant has cost sharing percentage requirements. FEMA has announced that the 2020 SAFER will fund awarded position at 100% for the full three (3) years. At the conclusion of the third year, the City would be responsible for all cost associated with retaining the positions. Based on the current starting salary, benefits and other associated cost for a firefighter, the total for twelve (12) additional firefighters would be \$745,884.00. This does not take into account increases in starting salaries and/or benefits that may occur over the three (3) years of grant funding.

Council Person and District: All

Attachments: Resolution Requesting Approval to Apply for the 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

**RESOLUTION 2021-11: A RESOLUTION REQUESTING APPROVAL TO APPLY FOR
THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT
FOR THE CITY OF STATESBORO, GEORGIA**

THAT WHEREAS, the Federal Emergency Management Agency announce the availability of the 2020 Staffing for Adequate Fire and Emergency Response Grant, which may be utilized to aid fire departments with cost associated with adding additional firefighters within their communities; and

WHEREAS, the Federal Emergency Management Agency could award the City of Statesboro up to \$745,884.090 to assist with the cost associated with hiring twelve (12) additional firefighters within the Statesboro Fire Department; and

WHEREAS, this grant would fund these positions at 100% for a three (3) year period.

THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 2nd day of March, 2021 hereby authorizes the application for the 2020 Staffing For Adequate Fire And Emergency Response Grant.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 2nd day of March, 2021.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: March 2, 2021

RE: Grant Application

POLICY ISSUE: Application for Grant

RECOMMENDATION: That Council approve the application of a grant by the police department to the Criminal Justice Coordinating Council in the amount \$150,000.

BACKGROUND: Currently the police department and the Bulloch County Sheriff's Office use a joint range and training facility. Both agencies intend to apply for this grant as co-applicants, though the police department would be the lead agency responsible for the application and management of the grant. The purpose of the grant would be to build a "use of force and de-escalation laboratory" at the joint facility. The grant, in the amount of \$150,000 would be used to add an addition to the current training building that would include room for our shooting simulator (currently housed at the PD) and a room dedicated to custody and control training with mats, etc. Additional grant funds would be used to turn an older, existing structure into a three dimensional shooting range for use with paint marking pistols (as opposed to live ammunition) to help officers train in realistic environments under controlled conditions. All of our use of force training contains elements of de-escalation, and allowing officers to engage in scenario-based training will increase their skills and abilities while dealing with uncooperative subjects.

BUDGET IMPACT: There are no requirements for matching funds. This is a reimbursable grant, so funds have to be expended and then reimbursed from the grant.

COUNCIL DISTRICT: All

ATTACHMENTS: N/A

Resolution 2021-12: A Resolution Requesting Approval to Apply for a Grant through the Criminal Justice Coordinating Council for the City of Statesboro, Georgia

That Whereas the State of Georgia Criminal Justice Coordinating Council (CJCC) has announced the availability of grant funding for FY2021 Law Enforcement Training Programs

Whereas the Statesboro Police Department is eligible to apply for a grant through the CJCC

Whereas the grant allows the reimbursement of costs up to the awarded grant amount

Now Therefore, be it Resolved by the City Council of the City of Statesboro, Georgia, in regular session assembled this March 2, 2021 hereby authorizes the Statesboro Police Department to apply for grant funds under this announcement from the CJCC

Be it Further Resolved that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 2nd Day of March, 2021

City of Statesboro, Georgia

Jonathan McCollar, Mayor

Leah Harden, City Clerk

City of Statesboro Public Utilities Department



**To: Mr. Jason Boyles / Asst. City Manager
Mr. Charles Penny / City Manager**

**From: Steve Hotchkiss
Director of Public Utilities**

Date: 1-22-2021

RE: Professional Services Contract Hussey, Gay, Bell

Policy Issue: Council Approval

Recommendation: Consideration of a motion to award a Professional Services Contract to Hussey, Gay, Bell Inc. in an amount not to exceed \$52,250.00 to perform a study to evaluate the current and future wastewater treatment needs with funds approved as part of the 2021 CIP Budget item #WTP11.

Background: The City's Wastewater treatment plant was originally constructed in the 1970's and has undergone several expansions and renovations through the years. However due to age and wear many portions of the plant have exceeded their design life expectancy. In order to plan for community needs we have put forth the possibility of building a new plant or making extensive upgrades to existing plant.

The cost of siting and constructing a new treatment plant are significant. To ensure we effectively plan for this endeavor I am proposing to have our consulting engineers at Hussey, Gay, Bell Engineering perform a study of the Wastewater Treatment Plant. We are asking them to evaluate the short, intermediate and long term needs of our facility and provide us with a Master Plan for the future.

Hussey, Gay, Bell Engineering has a long history with the City's Waste Water Treatment Plant and has been the Engineer of Record for over 40 years. They designed the original plant and the many upgrades, expansions and Discharge Permit renewals to date. Their experience with our plant and utility operations make HGB uniquely qualified to provide the engineering services needed for this project.

Budget Impact: \$60,000.00 was approved in the current CIP Budget #WTP11.

Attachments: HGB Professional Services Proposal



January 24,2021

Mr. Steve Hotchkiss
Director of Public Works
City of Statesboro
P.O. Box 348
Statesboro, GA 30459

**RE: Proposal for Professional Services
Statesboro Wastewater Treatment Plant Study
City of Statesboro, Georgia**

Dear Mr. Hotchkiss:

We are pleased to present this proposal for professional services for the subject project. The purpose of this study is to evaluate the City of Statesboro’s current and future wastewater treatment needs, to evaluate the existing wastewater treatment plant, develop options for wastewater treatment and provide recommendations. As much as possible, the proposed study will provide information that can be utilized in future planning and permitting documents for the facility expansion.

The scope of services generally consists of the following tasks:

A. Development of Wastewater Treatment Plant Needs \$ 4,750

Hussey Gay Bell will work with City staff to develop the 2050 wastewater treatment flow requirements for the treatment plant. The flow requirements will be based on the City’s current service area, potential development plans and any additional areas the City would like to include in the planning area. In addition, treatment requirements will be considered to meet the Georgia EPD’s ammonia requirements and future nutrient limits for the total phosphorous and total nitrogen in plant effluent.

Future needs for plant capacity and effluent limits will be reviewed with City staff for input and agreement. A service area map for the 2050 facility will also be reviewed with City staff for input and agreement.

B. Existing Wastewater Treatment Plant \$ 6,500

Hussey Gay Bell will provide an assessment of the existing wastewater treatment plant facilities. The assessment will include the age and capacity of all equipment and basins, identification of any mechanical and structural deficiencies of existing equipment and basins, expected remaining useful life of equipment and other notable information based on discussions with City staff and plant operators.

The assessment will be provided in tabular format. Hussey Gay Bell will also provide a list of any short term (5 years or less) recommendations for improvements that can be incorporated into the City's Capital Improvements Program, if desired. The assessment will be discussed with City staff for additional input before finalizing. An overall facility map will be provided noting the location of all items in the assessment for reference.

C. Develop Alternatives for Wastewater Treatment **\$ 28,250**

Hussey Gay Bell will work with City staff to develop alternatives to meet the 2050 wastewater treatment requirements. Alternatives will be developed based on the criteria developed in Task A and the assessment of existing equipment and basins in Task B. Alternatives will generally consist of the following options:

1. No Change.
2. Modify the Existing Facility.
3. Build a New Facility.
4. Modify the Existing Facility and Build a New Facility.

D. Evaluation and Recommendations **\$ 12,750**

Hussey Gay Bell will develop evaluation criteria with City staff to select the most appropriate alternative. Evaluation criteria will minimally consist of cost, schedule, permitting, environmental impacts, effluent quality and operational ease. Each alternative will be evaluated and a final recommendation provided to the City.

The recommended alternative will include a detailed opinion of capital cost, recommended project schedule and phasing, permitting requirements and next steps for the City to consider. Hussey Gay Bell will review all information with the City and incorporate any feedback received.

All information developed through Tasks A-D will be compiled into a final document for the City.

Mr. Steve Hotchkiss
City of Statesboro
January 24, 2021
Page 3

You will be billed each month for our services and for any reimbursable expenses as defined in the General Conditions. Invoices will be payable within 30 days of invoice date. This Agreement, along with the General Conditions, the Schedule of Hourly Rates and the Schedule of Reimbursable Expenses constitutes the entire contract between you and this firm and may only be modified by a written change order signed by both parties. Thank you for this opportunity to serve you.

Yours very truly,
HUSSEY, GAY, BELL & DEYOUNG, INC.


Jennifer Oetgen, P.E.
Principal

ACCEPTED BY: _____ DATE: _____

Attachments: General Conditions
 Schedule of Hourly Rates
 Schedule of Reimbursable Expenses

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated January 24, 2021 between **CITY OF STATESBORO, GEORGIA** (Client) and **HUSSEY, GAY, BELL & DEYOUNG, INC.** (Engineer) and pertain to the project described therein.

1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been

produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

Revised 3-10-16

HUSSEY GAY BELL*Established 1958*

Hussey, Gay, Bell & DeYoung, Inc.
Consulting Engineers
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00

SCHEDULE OF REIMBURSABLE RATES

January 2019

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

Plan Sheets – Mylar (B/W)

24 x 36	\$15.60
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
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CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: \$0.54 per mile

AIRFARE: Actual Cost
(Economy Class – Domestic; Business Class – Foreign)

ROOM & BOARD: Actual Cost