

City of Plainwell



Brad Keeler, Mayor
Lori Steele, Mayor Pro-Tem
Cathy Green, Council Member
Roger Keeney, Council Member
Randy Wisnaski, Council Member

Department of Administration Services
211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821 Fax: 269-685-7282
Web Page Address: www.plainwell.org

AGENDA

Plainwell City Council

Tuesday, May 26, 2026 - 7:00PM

Plainwell City Hall Council Chambers

1. **Call to Order**
2. **Invocation**
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Approval of Minutes** – 05/11/2026 Regular Meeting
6. **Public Comments**
7. **County Commissioners Report**
8. **Agenda Approval**
9. **Mayor’s Report**
10. **Recommendations and Reports:**
 - A. **City – SEIU Collective Bargaining Unit Tentative Agreement**
Council will consider approving the SEIU collective bargaining unit tentative agreement as presented.
 - B. **City – Ordinance 405 - Adoption of 2024 International Property Municipal Code (IPMC)**
Council will consider adopting Ordinance 405 as presented.
 - C. **City – Special Event Permit Application 2026-12 – Collywobbles Theatre Company**
Council will consider approving Special Event Permit Application 2026-12.
 - D. **WR – Odor Control Study**
Council will consider approving a Professional Services Agreement (PSA) with BioAir Solutions LLC to perform an Odor Control Study at the Water Renewal plant for \$24,250.00.
11. **Communications:** The April 2026 Department of Public Safety Report and the 04/14/2026 DDA/TIFA/BRA meeting minutes.
12. **Accounts Payable - \$139,831.11**
13. **Public Comments**
14. **Staff Comments**
15. **Council Comments**
16. **Adjournment**

Agenda Subject to Change

Note: All public comment limited to two minutes, when recognized please rise and give your name and address.
Plainwell is an equal opportunity provider and employer

MINUTES
Plainwell City Council
May 11, 2026

1. Mayor Keeler called the regular meeting to order at 7:00pm in City Hall Council Chambers.
2. Invocation: Given by Brian Warren from Lighthouse Baptist Church.
3. Pledge of Allegiance was given by all present.
4. Roll Call: Present: Mayor Brad Keeler, Mayor Pro Tem Lori Steele and Councilmembers Randy Wisnaski, Roger Keeney and Cathy Green.
5. Approval of Minutes:
A motion by Steele, seconded by Wisnaski, to accept and place on file the Council Meeting Minutes of the 04/27/2026 regular meeting. On a voice vote, all voted in favor. Motion passed.
6. Public Comment: None
7. County Commissioner Report: None
8. Agenda approval:
A motion by Wisnaski, seconded by Keeney, to approve the Agenda for the May 11, 2026 meeting as presented. On a voice vote, all voted in favor. Motion passed.
9. Mayor's Report:
Mayor Keeler noted that City Manager Lakamper had been with the City almost 3 years already, and his contract is coming up in June. Mayor Keeler asked if Council wanted to discuss the contract at next month's Council meeting. Councilmember Green asked about the Manager review process, and Personnel Coordinator Kersten responded that she'll get Council their evaluation forms shortly, and the review process and contract discussion will take place before the final budget approval in June.
10. Recommendations and Reports:
 - A. Clerk Leonard discussed scheduling the 2026/2027 Budget Workshop for Monday, June 8th, 2026 at 5:30pm.
A motion by Keeney, seconded by Wisnaski, approving a special meeting on Monday, June 08, 2026 at 5:30pm to discuss the preliminary 2026/2027 budget. On a roll call vote, all voted in favor. Motion passed.
 - B. City Manager Lakamper discussed new playground equipment for Thurl Cook Park. The park was used as a staging area by USA Earthworks during the Old Orchard construction project, and when moving piping with machinery they struck several trees causing significant damage. The trees were evaluated by an arborist who provided an estimated replacement cost. The City then negotiated with USA Earthworks and obtained approximately \$15,000 from them, which was intended to go toward upgrading the playground equipment. Plainwell also applied for and received two \$10k grants from the Anna Pipp Foundation, giving Plainwell a total of \$35,000 to purchase and install new playground equipment. This major upgrade to a popular park will happen with little to no direct cost to the City due to generous grant funding coupled with the \$15,000 tree damage reimbursement from USA Earthworks. After researching pricing and equipment offerings from several playground equipment vendors, American Parks Company is recommended for this project.
A motion by Keeney, seconded by Steele, approving the purchase of playground equipment from American Parks Company for \$31,941.88. On a roll call vote, all voted in favor. Motion passed.
 - C. Superintendent Keyzer discussed the removal and replacement of damaged fencing at Water Renewal. The original 8' wooden fencing surrounding the Bioxide Station was old, and heavily damaged during the recent storm. The 4x4 posts were rotted and snapped off at the ground, and three panels were knocked down. The wooden fence will be replaced with 6' tall chain link fence with privacy slats. This will be part of the City's storm damage insurance claim. Two quotes were received. Superior Fence and Rail is recommended for this job.

MINUTES
Plainwell City Council
May 11, 2026

A motion by Green, seconded by Keeney, approving the removal and replacement of damaged fencing around the Bioxide Station by Superior Fence and Rail for \$5,439.57.

11. Communications:

A motion by Steele, seconded by Wisnaski, to accept and place on file the April 2026 Investment and Fund Balance Reports and the April Water Renewal Report. On a voice vote, all voted in favor. Motion passed.

12. Accounts Payable:

A motion by Keeney, seconded by Wisnaski, that the bills be allowed and orders drawn in the amount of \$85,066.91 for payment of the same. On a roll call vote, all voted in favor. Motion passed.

13. Public Comments:

- A. Bunny LaDuke – shared she understood that Council would be discussing the dissolution of the Parks & Tree Commission. She stated that she thought it would be helpful if Parks & Trees made periodic reports to Council, and discussed what the Parks & Tree Commission volunteer board does for Plainwell and its residents. She provided a handout to the Council members detailing projects and improvements throughout Plainwell that Parks & Tree have been a part over the past several years, mentioning their strong partnership with Chula Vista Garden Club, another area volunteer group working to beautify the City.
- B. Rachel Colingsworth of 115 Walnut Woods - asked that Council and staff use the microphones as it can be difficult to hear. She asked why Planning Commission meetings have been canceled since January, sharing that she's been on Planning for over 10 years, and is it unusual to go so long without a meeting.
- C. Matthew Bradley of 115 Walnut woods – introduced himself as Chairperson of the Parks & Tree Commission. He noted that like Bunny mentioned, they are all volunteers. Parks & Trees has no budget, and doesn't cost the City anything. Many of their projects and ideas are based on community feedback.

14. Staff Comments:

- A. Personnel Coordinator/Deputy Treasurer Kersten stated that the DPW contract negotiations are going well and are currently being reviewed. She discussed spending a week at Treasurer's Institute, a training course offered by the Michigan Municipal Treasurers Association, sharing that she learned a lot of useful information. This was her second year.
- B. Superintendent Nieuwenhuis stated that hydrant flushing went well. He is working with Amanda to fill a permanent part time position at DPW, as well as a seasonal worker. Most of the tornado damage has been cleared, though there are stumps remaining that will need to be ground down. The City flowers should arrive next week.
- C. Superintendent Keyzer reported that the storms caused a higher-than-normal flow rate at Water Renewal, leading to an increase in chemical use, otherwise everything is going well.
- D. Director Callahan gave an update on the accreditation assessment, sharing that it went great, and that he and Detective Varley will be going to pick up the certification on June 24th. He shared that DPS received positive feedback from local businesses and residents. He stated that FEMA would be coming to Plainwell to assess storm damage.
- E. Clerk Leonard stated she continues to look for election workers.
- F. City Manager Lakamper met with the DNR to discuss the dam project, noting that all the dams in Plainwell are failing. This project has several stakeholders- the City of Plainwell, the property owners, as well as the DNR. Since the DNR maintains partial ownership of the dams, they have a say in the overall project. They are also a potential source of funding, so their input is important. When the dam project started years ago, there was a general understanding that the Mill Race would remain. Lakamper feels that Dam Presentation to the public several months ago reinforced the cultural significance of the Mill Race to the DNR, which is a good thing. However, we need to find a way to design and build something that will both maintain the Mill Race and solve the issue of the failing dams. Fish passage is one source of potential funding, as well as general wildlife

MINUTES
Plainwell City Council
May 11, 2026

restoration. The Morrow Dam settlement provides \$25 million for a 40-mile stretch of the Kalamazoo River, including Plainwell. The DNR has concerns about how the project has been designed so far, and we will need more buy in from the DNR before we can move forward. The current plan is to obtain letters from the property owners, so we can submit permits and get official feedback from the permitting agencies and use that information as a starting point to regroup. The current engineering grant runs out in December, and can't be extended, so we need to get as far as we can with the current engineering company by December. Both DNR representative Noah and Lakamper feel that getting the permit application submitted is the best way to do that. That will allow for feedback from the State on the current design, and then we can address any issues moving forward potentially with a new design firm. Lakamper noted that the Mill Race is artificially raised and the dam structures contain earthen embankments, so it isn't just diverted by the cement dams. One idea being discussed is to try and lower the entirety of the Mill Race and that it might naturally flow and not need structures to maintain some amount of water. This is probably the design that has the most promise of moving forward.

The Mill property is being surveyed to create parcels for both Classic Auto Mill and Plainwell Auto, and completing these surveys will allow the purchase agreements to move forward.

He gave an update on the purchase agreement with Bex Farms for property in the Industrial expansion. The agreement has been pushed back to September. Once the site plan for the proposed Ready-Mix plant is submitted, both it and the Special Use Permit Application will come to the Planning Commission for review. We are still waiting on the engineering report for Building #2 to determine what happens with that building.

15. Council Comments:

- A. Councilmember Green asked about fallen trees and who is responsible for cleaning them up. Director Callahan responded that if a tree doesn't strike a house, homeowner's insurance doesn't apply and it is the property owners' responsibility. Mayor Keeler added that City residents are lucky, because in the township, you own to the center of the street and are responsible for all of it. There is no public right of way, and the Allegan County Road Commission has stated it's the property owner's responsibility to remove any downed trees. Councilmember Green asked about the cemetery, sharing that there is storm damage there as well. Mayor Keeler noted that the cemeteries are all located in Gun Plain Township. City Manager Lakamper added that many township residents have asked why the City of Plainwell can't clear trees and brush for them as well. Legally, we can't do that. There is a notion that if the City does it, it is free, but that simply isn't true. There is a cost associated with cleaning up, with Plainwell spending around \$40k so far. It's up to the other municipalities to decide what assistance to offer to their residents and how to pay for it. Councilmember Green asked if Allegan County had further information or a plan. No one has heard of anything like that. Director Calahan and City Manager Lakamper shared that Plainwell has submitted claims to Emergency Management, but aren't sure what, if anything, to expect as far as reimbursement.

16. Adjournment:

A motion by Green, seconded by Keeney, to adjourn the meeting at 7:53pm. On a voice vote, all voted in favor. Motion passed.

Minutes respectfully
submitted by,
JoAnn Leonard
City Clerk

MINUTES APPROVED BY CITY COUNCIL
May 26, 2026

JoAnn Leonard, City Clerk



“The Island City”

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

TO: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: May 25th, 2026
SUBJECT: SEIU Collective Bargaining Unit Tentative Agreement

SUGGESTED MOTION: “I motion to approve the SEIU collective bargaining unit tentative agreement as presented.”

BACKGROUND INFORMATION: The SEIU represents our DPW and Waste Water employees and their collective bargaining agreement expires in June of this year. The SEIU and the union stewards from DPW and Waste Water met with us over the past two months and both management and the bargaining unit have agreed on the attached tentative agreement (TA). The last step to enacting it is to have it approved by Council.

ANALYSIS: The agreement includes wants from both management and the bargaining unit. The main goal of management was to incorporate several updates that we are working on for the employee handbook for all non-union employees and to clarify call in pay procedures. We have agreed on a three-year contract which includes a 5%, 3%, 3% raises. Over the last six years, since we have seen significant inflation in the economy, the SEIU members received the least amount of raises of all City employees. The 11% increase over the next three years will bring them back in-line, or in some cases, slightly ahead in terms of percentage of wage increases. I have added comments to the TA document for review and explanation regarding other changes to the agreement.

BUDGET IMPACT: Increased payroll costs across all the funds in which the SEIU members work (General, Major and Local Roads, BRA, DDA TIFA, Sewer, Water).

ATTACHEMENTS: Tentative Agreement

TENTATIVE AGREEMENT (2026-2029)

Plainwell, City of

And

Service Employees International Union, Local 517M

1. **Article 2 Section 1 Recognition.** Pursuant to and in accordance with all applicable provisions of 1965 P.A. 379, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all employees of the Employer included in the bargaining unit described as: All regular full-time and part-time employees of the City of Plainwell Department of Public Works and Water Renewal Plant, including the horticulturalist, and excluding supervisors and any other employees as determined by the Michigan Employment Relations Commission.

(a) The City may hire temporary and/or seasonal employees not to exceed fifteen (15) employees. ~~Temporary/seasonal employees will not operate heavy equipment.~~

2. **Article 7 Section 5 Compensatory Time**

The compensatory time (CT) must be declared by the employee within the pay period worked.


Employees are allowed a maximum of ~~forty (40)~~ **eighty (80)** hours of CT bank accrual; such bank may not be carried over from year to year. Must be used in ~~1-~~ **hour half (1/2) hour** increments. Any unused CT existing in the employee's CT bank at the end of the fiscal year will be paid to said employee.

Any unused CT shall be paid upon an employee's separation, retirement or death. In the case of death, the payment shall be made to the employee's estate. Payment shall be made at the rate of pay in effect at the time of retirement, separation, or death.

The use of any CT will be determined by the Department Head. **Annual usage of compensatory time will be capped at eighty (80) hours.**

3. **Article 8 Section 11 Promotions Outside the Bargaining Unit.** An employee

BJT (5/17/26)

promoted to a position outside the bargaining unit shall accumulate seniority while working outside the bargaining unit. ~~If the employee requests to return to the bargaining unit during the period of one (1) year following the date of his promotion, he shall commence work in a job similar to the one he held at the time of his promotion. The employee may request to return to the bargaining unit, in the same or similar job as the one the employee held at the time of their promotion, if such a position is available.~~ 

4. ~~Article 9 Section 2. Funeral Leave. Regular full-time and regular permanent part-time employees shall receive eight (8) hour of regular pay for each day necessarily lost during a regularly scheduled workweek, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their or their current spouse's immediate family. This payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. The three (3) days above referred to shall be three (3) consecutive working days, the last of the three (3) days being no later than the day following the funeral. To be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral, and, if requested, must present proof of death:~~

- ~~a. Immediate family is to be defined as the employee's current spouse, son, daughter, mother, father, mother-in-law or father-in-law, brother or sister, brother-in-law, sister-in-law, grandfather or grandmother.~~

~~Bereavement Leave. Regular full-time and regular permanent part-time employees shall be granted up to three (3) scheduled workdays of bereavement leave with pay due to the death of a member of the employee's immediate family as defined below.~~

~~Bereavement leave pay shall be calculated as follows:~~ 

- ~~A. Full-time employees shall receive up to eight (8) hours of regular pay for each scheduled workday necessarily missed.~~
~~B. Regular permanent part-time employees shall receive pay for the number of hours they were regularly scheduled to work on the day(s) of absence, not to exceed eight (8) hours per day.~~

~~Bereavement leave may be used for purposes reasonably related to the death, including grieving, making arrangements, attending funeral or memorial services, and handling related personal matters.~~

~~Bereavement leave:~~

- ~~i. Shall not exceed three (3) scheduled workdays per occurrence;~~
~~ii. Need not be taken consecutively;~~


BJT (5/7/26)

- iii. Must be used within ten (10) calendar days of the date of death or funeral/memorial service, unless an extension is approved by the Employer based on operational needs and extenuating circumstances;
- iv. Shall only be granted for days the employee is otherwise scheduled to work; and
- v. Shall not be granted for any day on which the employee is absent for another reason or is not in pay status.

Employees must provide notice to their supervisor or department head as soon as practicable. The Employer reserves the right to require reasonable documentation or verification of the death.

For purposes of this policy, "immediate family" shall mean:

- The employee's current spouse;
- Domestic partner or any individual residing in the employee's household;
- Child, stepchild, grandchild;
- Parent, stepparent;
- Parent-in-law;
- Grandparent;
- Sibling, stepsibling;
- Brother-in-law or sister-in-law; and
- Any corresponding relative of the employee's current spouse.

5. **Article 11 Section 4 Overtime Assignments.** Overtime will be assigned on a rotating basis within each the department of Public Works and Water Renewal  respectively, except in the areas specific expertise is warranted within the water works, water renewal, pumping and treatment, electrical work, tree work and specialized equipment. All overtime will be offered to full-time employees first before hours are available to part-time employees.
6. **Article 11 Section 5. Unscheduled Work.** ~~When an employee is called in to perform work at a time other than that for which he had previously been scheduled, he shall receive not less than three (4-3) hours pay at his overtime hourly rate.) The nature of the work and the responsibility to the people of the community requires that employees be available to calls to duty during off-duty hours. Therefore, it is understood and agreed that if an employee is contacted during off-duty hours and requested to report to work, he shall report for duty or be subject to disciplinary action. Employees who are continually unavailable to be contacted for off-duty calls to work shall likewise be subject to disciplinary action. Prior to disciplining an employee for continued unavailability, the Employer will give the employee and the Union notice that subsequent incidents of unavailability for calls to duty will result in discipline.~~

Article 11 Section 6 Snow Plowing

~~All callouts shall receive not less than three (3) hours pay at the employee's overtime rate. With your normal scheduled workday starting at 7:00 am. Example if you are called at 3:00 a.m. and work until 3:00 p.m. you will receive three (3) hours call out one (1) hour overtime and your normal eight (8) hours straight time pay. If you are called at 2:00 a.m. and work until 3:00 p.m. you will receive three (3) hours call out two (2) hours overtime and eight (8) hours straight pay. If you are called at 6:00 a.m. and work until 3:00 p.m. you will receive three (3) hours call out and 8 hours straight pay. If you are called at 2:00 a.m. and leave at 10:00 a.m. this will be paid at 8 hours straight with no callout pay.~~

Call-Out / Unscheduled Work

a. Call-Out Minimum

Employees who are called in for unscheduled work, including snow plowing or snow-related work, outside of their regular scheduled hours shall receive a minimum of three (3) hours of pay at the overtime rate, beginning at the time they arrive at work.

b. Work Before the Regular Shift

For all hours worked prior to the regularly scheduled work shift, beyond the call-out minimum of three (3) hours, will be paid at the straight-time (regular) rate, unless overtime otherwise applies under this Agreement.

If the three (3) hour minimum overtime period extends into the employee's regular shift, the overtime rate shall continue until the three (3) hour minimum is satisfied.

c. Regularly Scheduled Hours

After the three (3) hour overtime minimum has been satisfied, all remaining hours worked during the employee's regularly scheduled shift shall be paid at the straight-time (regular) rate, unless overtime otherwise applies under this Agreement.

d. Work Beyond the Workday or Eight (8) Hours

Any hours worked beyond the employee's regularly scheduled workday or in excess of eight (8) hours in a day, as a result of a call-out, shall be paid at the overtime rate.

e. Subsequent Call-Outs

Each separate call-out shall guarantee a minimum of three (3) hours of pay at the overtime rate. If an employee completes a call-out assignment and works less than three (3) hours, and is released from duty, any subsequent call-out occurring after the employee has left the workplace shall constitute a new call-out and the employee shall receive a new minimum of three (3) hours of pay at the overtime rate for that call-out.



BT (5/17/26)
4

f. No Pyramiding

Call-out pay is intended to guarantee a minimum level of compensation and shall not be duplicated or pyramided with other premium pay for the same hours worked.

g. Compensatory Time

Compensatory time may be credited only for hours that qualify as overtime under the forty (40) hour workweek standard. Hours paid at the overtime rate solely due to call-out provisions, schedule adjustments, or premium pay rules, but which do not result in the employee exceeding forty (40) total hours in the workweek (including paid leave), shall not be eligible for compensatory time and shall be paid out.

7. **Article 13 Section 1 Eligibility and Allowance.** Vacation time shall be earned and used on an anniversary year basis. Full-time permanent employees with regular employee status shall be entitled to paid vacation in accordance with the following schedule Regular permanent part-time employees shall be entitled to paid vacation in the same manner as full-time but receiving half of the hours in the following schedule:

<u>Years of Completed Continuous Service</u>	<u>Vacation Hours</u>	<u>Maximum Hours That Can Be Banked at This Level</u>
Successful completion of probationary period		
Upon Hire	40 hrs.	60 hrs.
1 - 3 yrs.	80 hrs.	120 hrs.
4 - 5 yrs.	120 hrs.	180 hrs.
6 - 10 yrs.	140 hrs.	210 hrs.
11- 15 yrs	160 hrs.	240 hrs.
16 yrs.	168 hrs.	252 hrs.
17 yrs.	176 hrs.	264 hrs.
18 yrs.	184 hrs.	276 hrs.
19 yrs.	192 hrs.	288 hrs.
20 yrs.	200 hrs.	300 hrs.
30+ yrs.	208 hrs.	312 hrs.

8. **Article 13 Section 2 Vacation Scheduling.** Employees may take their vacation anytime between successive anniversary dates provided that they have made arrangements with the Department Head at least two (2) weeks in advance. Vacation time may be accumulated to a maximum of 1-1/2 times an employee's annual accrual of said vacation; once the maximum vacation has been reached ~~monthly~~ **per pay period** accruals shall be capped. The Department Heads will post a report reflecting

BJT (5/17/26)
 5

the maximum hours that may be accumulate within continuous years of service. A statement showing all accumulated vacation time and remaining balance shall be reported to each individual employee in their biweekly paycheck. Vacation pay may be paid in lieu of vacation time only in accordance with Employee Policy Handbook.

(a) The Department Head shall determine the number of employees who can be spared for vacation purposes at any time, but shall make every reasonable effort to allow employees to take their vacation at the time of their choosing.

(b) When two (2) or more written requests for vacation time are received than can be granted at one time, the most senior employee making a written request at least two (2) weeks in advance for that time will be given preference.

(c) While on vacation leave, vacation leave cannot be converted to sick leave.

(d) Vacation can be used in ~~one (1)~~ **one-half (1/2)** hour increments

(e) The Department Head will respond four (4) weeks prior to November 1st to employees scheduling time off during deer hunting gun season.

9. **Article 14 Section 1 Definition**

The following days are designated as holidays under this Agreement for the contract year: New Year's Day, Good Friday, Memorial Day, and Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day:

(a) **In the event that the City observes any additional holidays beyond those listed herein, all bargaining unit employees shall be granted such additional holidays on the same basis.**

(b) **If any of the above holidays occurs on Saturday or Sunday, the Friday before or the Monday following, respectively, shall be recognized as the holiday**

10. **New - Article 17 Section 4 Union/Employee Communications. (renumber the rest)**

The Union shall have the right to communicate with bargaining unit members through the reasonable use of the Employer's physical and digital mail service. It is understood that communications shall not be political in nature, or detrimental to the image of the Employer or any individual.

BJT (5/7/20)

11. **Article 15 Section 1** ~~Accumulation of Sick Leave.~~ Employees with regular full-time status shall accumulate sick leave at the rate of eight (8) hours per month for each month that an employee actually works at least fifteen (15) working days; employees with regular permanent part-time status shall accumulate sick leave at the rate of eight (4) hours every month in the same manner as full-time employees accumulate sick leave:

(a) — ~~When an employee is entitled to sick leave, he shall be paid sick leave in one (1) hour increments up to a maximum of eight (8) hours for each regular work day missed while on sick leave.~~

(b) — ~~In order to qualify for sick leave payments, the employee must report his intended absence to his supervisor no later than thirty (30) minutes after the start of his shift.~~

(c) — ~~An employee may use up to forty-eight (48) hours of sick leave annually for illness or injury in the immediate family.~~

(d) — ~~An employee must present a medical certificate attesting to the employee's physical inability to perform his work for all absences in excess of three (3) days. However, if the Employer has reason to believe that an employee is abusing sick leave, it may request a medical certificate for any given absence.~~

(e) — ~~An employee who makes a false claim for sick leave shall be subject to dismissal.~~

(f) — ~~An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in service of another employer or while acting in the capacity of a private contractor to another party.~~

Article 15 Section 2 ~~Payout of Sick Leave.~~ There shall be no payout for the first 1,000 hours of accumulated sick leave. All balances for current employees over 1,000 hours as of June 30, 2013, will be frozen. By either retirement or separation with 25 years of service, these hours will be paid at the June 30, 2013 rate of pay at 100% into the employee's 401a plan. Beginning July 1, 2013, after an employee has accumulated 1000 hours, within the first payroll of each fiscal year, 50% of the value of the hours over 1,000 will be computed using the previous fiscal year ending pay rate and the value will be deposited into the employees' 401a plan. Remaining hours will be deleted back to 1000 hours.

BJT(517/26)

Section 1 Purpose & Compliance

The City of Plainwell is committed to supporting the health and well-being of its employees. This policy establishes standards governing the accrual, use, accumulation, administration, and financial treatment of sick leave for City employees in compliance with the Michigan Earned Sick Time Act (ESTA), the Family and Medical Leave Act (FMLA), applicable collective bargaining agreements, and other governing laws.

Section 2 Sick Leave Accrual



Sick leave begins accruing on the employee's first day of employment. The benefit year shall run from July 1 through June 30.

A. Full-Time Employees

Full-time employees shall accrue sick leave at the rate of ninety-six (96) hours per fiscal year, credited at 3.70 hours per biweekly pay period.

Unused sick leave shall accumulate from year to year up to a maximum bank of one thousand (1,000) hours, subject to the annual excess conversion provision below.

Following the first payroll processed in each fiscal year, the City shall review each full-time employee's accumulated sick leave balance.

If an employee's accumulated sick leave balance exceeds one thousand (1,000) hours at that time:

- Fifty percent (50%) of the hours exceeding 1,000 shall be converted to an employer contribution to the employee's qualified 401(k) plan, subject to plan document provisions and federal contribution limits.
- The remaining fifty percent (50%) of the hours exceeding 1,000 shall be permanently forfeited and removed from the employee's sick leave bank.

~~B. Part-Time, Seasonal, and Other ESTA-Eligible Permanent Part-time Employees~~

Employees who are not classified as full-time and who are eligible under the Michigan Earned Sick Time Act shall accrue sick leave at the rate of:

One (1) hours of sick leave for every thirty (30) hours worked

Accrual shall be based on actual hours worked and recorded each payroll period.

Unused sick leave may accumulate and roll over from year to year up to a maximum bank of three hundred (300) hours.

JWT (5/7/20)

Once the applicable maximum accumulation limit is reached, additional accrual shall cease until the employee's balance falls below the maximum.

Section 3 Use of Sick Leave

A. Increment of Use

Sick leave shall be used in increments of one-half (½) hour and deducted from the employee's accrued balance accordingly.

B. Protected Use

Employees may use up to seventy-two (72) hours per benefit year for sick leave which may be used for any of the following reasons:

- 1) The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, disease, or health condition or preventive care for the employee.
- 2) For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, disease, or health condition or preventive care for a family member of the employee
- 3) If the employee or the employee's family member is a victim of domestic violence or sexual assault, for the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- 4) For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child.
- 5) For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency.
- 6) When it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

BJT(5/7/26)

The City shall comply with all statutory notice, documentation, anti-retaliation, and recordkeeping requirements.

C. Usage Beyond 72 Hours - Extended Medical Leave

In any benefit year, sick leave used beyond seventy-two (72) hours is intended for extended medical absences. Use for routine, incidental, or short duration absences, shall be allowed but may require a healthcare provider's note or medical certification verifying the need for the absence. If documentation is required, the employer will reimburse out of pocket costs associated with obtaining required documentation. Reimbursement is limited to reasonable out-of-pocket costs necessary to obtain required documentation, such as an office visit copay or administrative fees. It does not include expenses related to diagnostic testing, treatment, procedures, emergency care, or other medical services.

Time used beyond seventy-two (72) hours in a benefit year is intended for examples such as:

1. Serious health conditions of the employee or their family member;
2. FMLA-qualifying leave;
3. Extended personal or family member illness or injury requiring continuous or intermittent leave;
4. Hospitalization, surgery, recovery, or medically necessary treatment plans;
5. Other significant medical conditions approved by the City.

The seventy-two (72) hour annual threshold applies solely to Section 3 B. Accumulated sick leave in excess of seventy-two (72) hours does not create an entitlement to unrestricted use.

D. Misuse or Abuse of Sick Leave

Sick leave is provided for legitimate medical and qualifying purposes as outlined in this policy and applicable law.

The City may take appropriate disciplinary action, up to and including termination of employment, for:

1. Falsification of sick leave requests or documentation;
2. Fraudulent use of sick leave;
3. Misrepresentation of the reason for leave;
4. Abuse of sick leave privileges, including patterns of absence inconsistent with legitimate medical use when supported by objective evidence.
5. Failure to comply with reasonable documentation requirements permitted by law;
6. Engaging in activities inconsistent with the stated purpose of the leave.

Nothing in this section shall be interpreted to interfere with or discourage the lawful exercise of rights under the Michigan Earned Sick Time Act, the Family and Medical Leave Act, or any other applicable law.

BST (5/17/20)

The City shall not retaliate against any employee for the lawful use of sick leave.

E. Coordination with the Family and Medical Leave Act (FMLA)

The City shall administer sick leave in compliance with the federal Family and Medical Leave Act (FMLA), where applicable.

When an employee's absence qualifies under FMLA:

1. Accrued sick leave may be required to run concurrently with FMLA leave to the extent permitted by law.
2. The use of sick leave shall not extend the duration of FMLA leave beyond the statutory entitlement.
3. Medical certification may be required consistent with FMLA regulations.
4. All FMLA eligibility determinations, notices, and rights shall be administered in accordance with federal law.

The City may designate leave as FMLA leave retroactively, as permitted by law, when it determines that an absence qualifies. Nothing in this policy expands or diminishes employee rights under FMLA.

Section 4 Definition of a Family Member

Family member, includes all of the following:

- i. a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands in loco parentis;
- ii. a biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or domestic partner or an individual who stood in loco parentis when the eligible employee was a minor child;
- iii. an individual to whom the eligible employee is legally married under the laws of any state or a domestic partner;
- iv. a grandparent;
- v. a grandchild;
- vi. a biological, foster, or adopted sibling.
- vii. any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 5 Requesting Sick Leave

1. Unforeseeable Sick Leave: Employees must notify their supervisor before the start of their shift or as soon as possible if circumstances prevent such notice. The supervisor must also be contacted for each additional day of unexpected absence.

BJT (5/7/24)

2. Foreseeable Sick Leave: Employees must provide advance notice as soon as practicable and follow City leave request procedures when circumstances allow.
3. Employees must provide sufficient information to enable the employer to determine if the leave qualifies under the ESTA guidelines.
4. Sick leave must be recorded accurately on timesheets and payroll records.
5. The City may require reasonable documentation for absences exceeding three (3) consecutive scheduled workdays, consistent with the Michigan Earned Sick Time Act. Documentation shall not require disclosure of the specific nature of the medical condition. If documentation is required, the employer will reimburse out of pocket costs associated with obtaining required documentation. Reimbursement is limited to reasonable out-of-pocket costs necessary to obtain required documentation, such as an office visit copay or administrative fees. It does not include expenses related to diagnostic testing, treatment, procedures, emergency care, or other medical services.

Section 6 No Payout Upon Separation

Accrued sick leave:

- Has no cash value;
- Is not payable upon resignation, termination, retirement, or any other separation from employment;
- Does not constitute a vested contractual right.

The annual 401(k) conversion described in Section 2 is the sole mechanism by which accumulated sick leave may result in a monetary contribution.

12. **Article 17 Section 12. ~~Electronic Communication~~ Notice to the Union.** The City agrees to communicate and provide to the Union current and new member information (on a monthly basis) via electronic transmission the following:

Member Names
Department or Agency
Classification (as it appears in the Collective Bargaining Agreement).
Address of Primary Work Location
Addresses
Personal Phone Number
Personal Email Address
Work Email Address
Rate of Pay (Hourly and Annually)
Full-time or Part-time Status
Hire Date
Employee Identification Number (if applicable)

13. **Article 17 Section 14 Acting Superintendent Pay.** With the exclusion of hiring, firing and discipline. When a Foreman is unavailable and it becomes necessary

BUT (5/17/26)

for a SEIU Member to serve as Superintendent, to cover an absence of more than three (3) weeks, the City will pay as follows:

- Three (3) hours stand by pay at the DPW Superintendents current rate of pay for each Saturday, Sunday, and Holiday that is covered. Stand by pay is defined as carrying a phone and being readily available for emergency calls and have the ability to reach the City limits within 40 minutes of time.
- If said individual is working as Acting Superintendent during normal working hours (defined as 7:00 a.m. to 3:30 p.m.) Monday thru Friday; that individual will be paid at the DPW Superintendents current rate of pay.
- Call in pay (3-hours minimum) will be compensated per current contract language.
- If more than one employee volunteers; the employee with the highest seniority will be chosen to fill in as Superintendent.
- Probationary employees are not eligible to volunteer as Superintendent.

14. ~~Article 17 Section 15 Merit Pay (Remove in its entirety if Proposal 2 is approved)~~

~~It is agreed that the city will continue to pay merit pay to City Designated Water Operator in charge on a 40-hour week, which is based on his **their** primary job duties. The employer will utilize a bargaining unit member first as Designated Water Operator if one is available.~~

~~The City, through its management rights, can from time to time assign other duties, not in the operation or duties which require the license, during the work week. It is understood that, Dan Neeson, will continue to receive his merit pay up to 40 hours. In the case where he is called out for overtime in the operation and duties requiring such licensing, he will be paid the merit pay that applies.~~

~~All other employees in the unit will be covered by Appendix A of the bargaining agreement under the provision of merit pay.~~

15. **Article 17 Section 18** Emergency Call-Out Procedure. All emergency calls will be forwarded to the Department Head that needs to deal with the problem (Public Works or Water Renewal). He/she will then either deal with the problem him/herself, or call out employees deemed necessary to correct the problem.

The call-out list shall include the names of all employees in ~~both departments~~

BJT (5/7/26)

the department of Public Works and Water Renewal, respectively. Calls will be made on the basis of 1) who has the skills or knowledge that is needed in this particular problem; or, 2) a need for general assistance. When calling an employee on the list, caller shall leave message on answering machine (if there is one) as to date, time and problem. Employer will continue on through the list until actual contact and response is obtained. Accurate records will be kept by the caller as to who was called, time and response given by each employee called. Employees are expected to report when directed. Excessive failure to report may result in discipline.

Upon receipt of any messages left on an answering machine, the employee is requested to acknowledge receipt of that message by calling back to a mutually agreed upon number (a list of cell phone numbers will be provided to each employee for use during these times).

Employees will be responsible for informing the Department Head of those times that they will be unavailable for call out due to planned commitments. This will enable your name to be taken off the list during that period of time.

The Department Heads shall attempt to be available on weekends. If both Department Heads are not available for call-out duty, another employee of either department will be asked to cover those call-out duties. The designated person will carry the cell phone associated with that Department Head to allow for him/her to respond where necessary. This designated employee will also be responsible to call in additional help, if needed, from the list referred to earlier. Employee who is designed to cover the after-hours calls for the Department Head will be compensated at a rate of \$1.00 per hour for each hour for which he is required to carry the cell phone.

16. **Article 17 Section 21 Labor/Management Round Table.** Upon mutual agreement, representatives from both management and the union will meet at a minimum of ~~two (2)~~ **one (1)** times a year, **and at any other time, at the request of either party**, at times convenient to both parties for the purpose of a round table session during the term of the parties agreement.

17. **Appendix "A"**

2026 5%
2027 3%
2028 3%




(Incorporation of LOU dated 6/24/2024)

The Foreman position shall receive an additional \$0.50 an hour effective July 1, 2024. This will bring the rate from \$1.50 to \$2.00 an hour more than the top-out

BJT(5/17/24)
14

rate per year.

Foreman Position shall receive **\$2.00** an hour more than the top-out rate per year. 
Seniority will be a factor in the selection process.
Years served will be reflected when moving from Part-time to Full-time

18. Appendix "A" Merit Pay

Water License

S-1, D-1	55¢ \$1.00 per hour per license
S-2, D-2	40¢ 80¢ per hour per license
S-3, D-3	30¢ 60¢ per hour per license
S-4, D-4	15¢ 30¢ per hour per license




Waste Water Treatment License

A	\$1.05 \$2.00 per hour
B	80¢ \$1.60 per hour
C	55¢ \$1.20 per hour
D	30¢ 60¢ per hour

~~All above active/current licenses will receive 50% of the above per hour merit pay. 100% of merit pay for these licenses will only apply to time spent on operations and duties within the applicable department.~~

19. Appendix A Supplemental Pay

~~After the first 6 months of employment, bargaining unit members shall have the opportunity to receive additional pay for time spent on operations and duties within the applicable area. Part-time employees will receive \$1.00 per hour and full-time will receive \$2.00 an hour.~~

~~Street Construction - Full Street Asphalt Paving~~ 

~~Employees will be tested on knowledge and skill during an actual city project. Once that employee can fulfill the below they will receive the supplemental pay. The Department Head will submit to payroll a form indicating the employee has the knowledge and skill necessary to receive the supplemental pay.~~

- ~~a. Proper Miss Dig called in~~
- ~~b. What equipment is needed (complete take out or mill)~~
- ~~c. What mix, depth, and how much is needed~~
- ~~d. Verify grade is correct, manholes are set, and all equipment is ready.~~
- ~~e. Operate all equipment needed to pave and the function of each position~~

BT (5/7/24)

- ~~i. Truck Driver—The driver's responsibilities include, loading the truck properly, lining up in front of the paver, and paying attention to the screed operator.~~
- ~~ii. Screed Operator—Responsibilities for setting up and heating up the screed and adjusting, gradually and only if necessary. Also controls the yield or the amount of the material being used in a set area, and they take care to ensure a consistent mat texture and proper joint construction.~~
- ~~iii. Roller Operator—Is responsible for compacting the mat, they will monitor the temperature of the mat to avoid picking up any material.~~

GIS

~~General knowledge and skill to utilize GIS mapping equipment. Employees will be evaluated on login, navigation, adding utilities, and on how to read and decipher what they see.~~

- ~~1. Using
Trimble R2
(GPS) Initial
setup
Pair with a mobile
device Verify
internet connectivity~~
- ~~2. Using ESRI's Collector and/or Field Maps
(Mobile Apps) Verify GPS settings
Adjust data collection
settings Collect new
features

Update existing features

Add media to new or existing
features Stakeout to existing features~~
- ~~3. Using ESRI's ArcGIS Online
(Web Interface) Create new layers
Add fields to
layers Create
maps for field
use Add features
to the map
Update existing
features Add
media to features~~

BJT(5/7/26)

SEIU 517M &
Plainwell, City of
Tentative Agreement

Specialty Concrete Work

~~Employees performing concrete work outside of the normal sidewalk and curbs.~~

~~Examples include:~~

~~Curbed~~

~~Decorative (stamped, exposed, colored)~~

Brundell Jomica
BJT(5/17/26)

A G R E E M E N T

Between

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL NO.517M**



And

CITY OF PLAINWELL

July 2022 through June 2026

TABLE OF CONTENTS

<u>ARTICLE I - PURPOSE AND INTENT</u>	5
<u>ARTICLE II - RECOGNITION</u>	5
<u>SECTION 1. RECOGNITION</u>	5
<u>SECTION 2. UNION ACTIVITY DURING WORKING HOURS</u>	5
<u>SECTION 3. UNION REPRESENTATION</u>	6
<u>ARTICLE III - UNION SECURITY</u>	6
<u>SECTION 1. CHECK OFF</u>	6
<u>SECTION 2 INDEMNITY PROVISION</u>	6
<u>ARTICLE IV - MANAGEMENT RIGHTS</u>	7
<u>SECTION 1. MANAGEMENT OF FACILITIES</u>	7
<u>SECTION 2. MANAGEMENT OF EMPLOYEES</u>	7
<u>ARTICLE V - NO STRIKE - NO LOCKOUT CLAUSE</u>	7
<u>SECTION 1. NO STRIKE/NO LOCKOUT</u>	7
<u>SECTION 2. STRIKES BY INDIVIDUALS</u>	7
<u>ARTICLE VI - GRIEVANCE PROCEDURE</u>	8
<u>SECTION 1. DEFINITION</u>	8
<u>SECTION 2. GRIEVANCE PROCEDURE</u>	8
<u>SECTION 3. ARBITRATION HEARINGS</u>	9
<u>SECTION 4. TIME LIMITS</u>	9
<u>SECTION 5. GRIEVANCE DISCUSSIONS OR INVESTIGATIONS</u>	10
<u>ARTICLE VII - DISCHARGE AND SUSPENSION</u>	10
<u>SECTION 1. DISCHARGE AND SUSPENSION</u>	10
<u>ARTICLE VIII - SENIORITY</u>	10
<u>SECTION 1. PROBATIONARY PERIOD</u>	10
<u>SECTION 2. DEFINITION OF SENIORITY</u>	11
<u>SECTION 3. SENIORITY LIST</u>	11
<u>SECTION 4. TERMINATION OF SENIORITY</u>	11
<u>SECTION 5. LAYOFF PROCEDURE</u>	12
<u>SECTION 6. RECALL PROCEDURE</u>	12
<u>SECTION 7. NEW PERMANENT JOB CLASSIFICATIONS</u>	12
<u>SECTION 8. POSTING AND BIDDING</u>	13
<u>SECTION 9. TRIAL PERIOD</u>	13
<u>SECTION 10. TEMPORARY TRANSFERS</u>	14
<u>SECTION 11. PROMOTIONS OUTSIDE THE BARGAINING UNIT</u>	14
<u>ARTICLE IX - LEAVES OF ABSENCE</u>	14
<u>SECTION 1. PERSONAL LEAVE OF ABSENCE</u>	14
<u>SECTION 2. FUNERAL LEAVE</u>	15
<u>SECTION 3. LEAVE OF ABSENCE FOR JURY DUTY</u>	15
<u>SECTION 4. MEDICAL LEAVE</u>	15
<u>SECTION 5. MILITARY LEAVE</u>	15
<u>SECTION 6. RETURN FROM LEAVES OF ABSENCE</u>	15

<u>ARTICLE X - PHYSICAL EXAMINATIONS</u>	16
<u>ARTICLE XI - HOURS OF WORK</u>	16
<u>SECTION 1. HOURS OF WORK AND SHIFTS</u>	16
<u>SECTION 2. WORKWEEK COMPUTATION</u>	16
<u>SECTION 3. REST PERIODS</u>	16
<u>SECTION 4. OVERTIME ASSIGNMENTS</u>	17
<u>SECTION 5. UNSCHEDULED WORK</u>	17
<u>SECTION 5. SNOW PLOWING</u>	17
<u>ARTICLE XII - WAGES</u>	18
<u>SECTION 1. WAGE SCHEDULE</u>	18
<u>SECTION 2. OVERTIME</u>	18
<u>SECTION 3. PAY FOR PERMANENT CLASSIFICATION CHANGES</u>	18
<u>SECTION 4. PAY DAY</u>	19
<u>SECTION 5. COMPENSATORY TIME</u>	19
<u>ARTICLE XIII - VACATIONS</u>	19
<u>SECTION 1. ELIGIBILITY AND ALLOWANCE</u>	19
<u>SECTION 2. VACATION SCHEDULING</u>	19
<u>SECTION 3. TERMINATION OF EMPLOYMENT</u>	20
<u>ARTICLE XIV - HOLIDAYS</u>	21
<u>SECTION 1. DEFINITION</u>	21
<u>SECTION 2. HOLIDAY PAY</u>	21
<u>SECTION 3. ELIGIBILITY</u>	21
<u>SECTION 4. HOLIDAYS DURING VACATION</u>	21
<u>ARTICLE XV - SICK LEAVE</u>	22
<u>SECTION 1. ACCUMULATION OF SICK LEAVE</u>	22
<u>SECTION 2. PAYOUT OF SICK LEAVE</u>	22
<u>ARTICLE XVI - INSURANCE AND PENSION</u>	23
<u>SECTION 1. INSURANCE</u>	23
<u>SECTION 2. PENSION</u>	23
<u>ARTICLE XVI - MISCELLANEOUS</u>	24
<u>SECTION 1. PERSONAL TIME</u>	24
<u>SECTION 2. UNIFORMS</u>	24
<u>SECTION 3. BULLETIN BOARD</u>	25
<u>SECTION 4. ADDRESS AND TELEPHONE</u>	25
<u>SECTION 5. DEPARTMENTAL RULES AND REGULATIONS</u>	25
<u>SECTION 6. SUBCONTRACTING</u>	25
<u>SECTION 7. COPIES OF AGREEMENT</u>	25
<u>SECTION 8. PRONOUN CLAUSE</u>	26
<u>SECTION 9. SEPARABILITY AND SAVINGS CLAUSE</u>	26
<u>SECTION 10. WAIVER</u>	26
<u>SECTION 11. OTHER AGREEMENTS</u>	26
<u>SECTION 12. ELECTRONIC COMMUNICATION</u>	26

<u>SECTION 13. NEW HIRE NOTIFICATION</u>	27
<u>SECTION 14. ACTING SUPERINTENDENT PAY</u>	27
<u>SECTION 15. MERIT PAY</u>	27
<u>SECTION 16. VOLUNTEERS</u>	28
<u>SECTION 17. WATER RENEWAL WEEKEND COVERAGE</u>	28
<u>SECTION 18. EMERGENCY CALL-OUT PROCEDURE</u>	29
<u>SECTION 19. CDL LICENSE</u>	29
<u>SECTION 20. WORKING SUPERVISOR</u>	30
<u>SECTION 21. LABOR/MANAGEMENT ROUNDTABLE</u>	30
<u>ARTICLE XVIII - DURATION</u>	30
<u>SECTION 1. DURATION</u>	30
<u>APPENDIX</u>	31
<u>WAGE SCHEDULE/SUPPLEMENTAL PAY</u>	31

AGREEMENT

THIS AGREEMENT effective this 1st day of July 2022, by and between the CITY OF PLAINWELL, (hereinafter referred to as the "Employer"), and Local517M Unit 72 of the SERVICE EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, (hereinafter referred to as the "Union").

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives and among all employees.

ARTICLE II - RECOGNITION

Section 1. Recognition. Pursuant to and in accordance with all applicable provisions of 1965 P.A. 379, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for all employees of the Employer included in the bargaining unit described as: All regular full-time and part-time employees of the City of Plainwell Department of Public Works and Water Renewal Plant, including the horticulturalist, and excluding supervisors and any other employees as determined by the Michigan Employment Relations Commission.

(a) The City may hire temporary and/or seasonal employees not to exceed fifteen (15) employees. Temporary/seasonal employees will not operate heavy equipment.

Section 2. Union Activity During Working Hours. The Union agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not

be permitted to engage in Union activity during working hours. There shall be no Union meetings held on City property unless authorized in writing by the Employer.

Section 3. Union Representation. The Employer recognizes the right of the Union to elect a Unit President and one (1) Steward and the Employer shall be promptly notified in writing by the UNION of the names of the Unit President and Steward:

(a) Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members.

(b) A local or international representative of the Union may be permitted to visit the operation of the Employer during working hours to talk with the Unit President or representatives of the Employer concerning matters covered by this Agreement; provided, however, such visitation shall not interfere with performance of work by bargaining unit employees.

ARTICLE III - UNION SECURITY

Section 1 Check Off. The authorization to check-off and deduct Union membership dues is strictly a matter of voluntary choice of the individual employee. Upon receipt of a written authorization from an employee, and to the extent permitted by law, the employer shall deduct from the employee's wages an amount equal to monthly union membership dues which shall be deducted in a fixed amount each pay period, regardless of the employee's membership status, and remitted to the Union. Once authorized, payroll check-off shall be irrevocable for a period of one year and automatically renewed each year thereafter, except that authorization may be withdrawn by sending of a written notice to the Union and the Employer by first class mail or registered mail during the period of thirty (30) days immediately prior to the annual anniversary date of the contract (June 1 – June 30).

Section 2 Indemnity Provision. The Union shall indemnify the employer for any damages, attorney's fees, legal cost or other forms of liability that may arise out of action taken or not taken by the employer in connection with implementing deduced deduction provisions of Article III Section 1.

ARTICLE IV - MANAGEMENT RIGHTS

Section 1. Management of Facilities. It is recognized that except as limited or abrogated by the terms of this Agreement, the management of the Employer, the control of its properties, and the maintenance of order and efficiency are the responsibility of the Employer. Rights and responsibilities belonging to the Employer include (but are not limited to): the right to decide the methods and means of providing service; the number, location and type of facilities; the work to be performed; the equipment to be used; the amount of supervision necessary; the scheduling of work; and the selection and purchasing of materials.

Section 2. Management of Employees. It is further recognized that the selection and direction of the working force, including the right to hire, discipline, suspend, discharge for just cause, assign, promote and transfer employees; to lay off and recall employees; to determine the amount of overtime to be worked; to assign work; to establish and require employees to observe the Employer's reasonable rules and regulations; and to maintain discipline and efficiency of employees, is the responsibility of the Employer, subject only to the express provisions of this Agreement that may limit the exercise of such rights. The Department of Public Works Superintendent, as a supervisory position, will be allowed to do unit work only while introducing and training employees or during an emergency situation with the exception of Section 20 in Article XVII Miscellaneous.

ARTICLE V - NO STRIKE - NO LOCKOUT CLAUSE

Section 1. No Strike/No Lockout. The Union agrees that during the life of this Agreement neither the Union, its agents, nor members of the bargaining unit will authorize, instigate aid, condone, or engage in a strike, slowdown or any other concerted interference with the operations of the Employer. The Employer agrees that during the life of this Agreement, neither the Employer, its agents nor supervisors will authorize, instigate, aid, condone or engage in a lockout of members of the bargaining unit.

Section 2. Strikes by Individuals. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown or other prohibited activity as outlined in Section 1 may be disciplined or discharged at the discretion of the Employer. It is understood that the question as to whether an employee or employees were, in fact, engaged in such prohibited activity may be resolved through the grievance procedure.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement. The grievance shall contain a clear statement of the grievance by indicating the issue or subject involved, the relief sought, the date the incident or alleged violation took place, and the specific section or sections of the Agreement involved.

Section 2. Grievance Procedure. Before implementing the grievance procedure, employees must first discuss any grievance with the Department Head within five (5) regularly scheduled working days after the occurrence of the event(s) upon which the grievance is based. The employee may request the presence of the Steward at such discussion. The Department Head will provide the employee with an oral response within two (2) business days after the initial discussion. If the grievance is not resolved by the Department Head's oral response, a grievance may be reduced to writing and resolved in the following manner:

STEP ONE: If the grievance is not resolved by oral discussion with the Department Head, the grievance shall be submitted in writing to the Department Head within five (5) regularly scheduled working days after the oral response from the Department Head. The grievance shall be signed by the employee filing the grievance and the Steward. The Department Head shall give his written answer to the Steward within five (5) regularly scheduled working days after the date of receipt of the written grievance.

STEP TWO: If the grievance is denied by the Department Head, the Unit President may appeal the grievance to the City Manager within three (3) regularly scheduled working days of the denial. The City Manager and/or his designated representative shall meet with the Unit President and the grievant within seven (7) regularly scheduled working days thereafter to discuss the grievance. The City Manager shall give his written answer to the Unit President within seven (7) regularly scheduled working days after such meeting.

STEP THREE: If the grievance is denied by the City Manager, the Unit President may resubmit the grievance to the City Manager within three (3) regularly scheduled working days of the denial. The City Manager and/or his designated representative shall meet with the Union Business Agent and Unit President within seven (7) regularly scheduled working days thereafter

to discuss the grievance. The City Manager shall give his written answer to the Unit President within seven (7) regularly scheduled working days after such meeting.

STEP FOUR: If the grievance is denied by the City Manager, the Unit President may appeal the grievance to a governmental panel within five (5) regularly scheduled working days after the denial. The governmental panel shall consist of the Mayor of Plainwell, as well as two other individuals selected at the discretion of the Mayor. The panel of three (3) shall meet with the Union Business Agent and the Unit President within five (5) regularly scheduled working days thereafter to discuss the grievance. The panel shall submit its written answer, through the Mayor, to the Unit President within five (5) regularly scheduled working days after such meeting.

STEP FIVE: If the grievance has not been settled in the Third Step, the parties, or either party, may submit such grievance to arbitration provided such submission is made within ten (10) regularly scheduled working days after delivery by the Employer to the Union of the Third Step answer. The grievance must be submitted to the American Arbitration Association for resolution in accordance with its labor arbitration rules then in existence, with a copy provided to the other party. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. No award of the arbitrator shall be retroactive more than twenty (20) days prior to the time the grievance was first submitted in writing. The expenses and fees of the American Arbitration Association shall be paid in full by the non-prevailing party. In the event neither party prevails in full, the arbitrator shall apportion the expenses and fees between the parties.

Section 3. Arbitration Hearings. An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select one (1) representative employee to attend the hearing. Any employee called as a witness, whether by the Employer or the Union shall be excused from the hearing after his or her testimony is completed.

Section 4. Time Limits. Grievances not filed or appealed within the designated time period shall be considered withdrawn. Grievances not answered by management within the designated time limits may be appealed to the next step within seven (7) regularly scheduled working days after expiration of the applicable time period within

which the Employer was entitled to respond to the employee's grievance. The time limits established in the grievance procedure may be extended by mutual agreement in writing.

Section 5. Grievance Discussions or Investigations. To the extent possible, grievance discussions or investigations shall be conducted during non-working hours. In those instances where this is not possible, the Steward shall request to be excused by the Department Head. The Steward shall complete his investigation as quickly as possible and in such a manner so as not to interfere unnecessarily with the performance of work in the department. It is understood and agreed that the Employer shall not pay for time spent investigating or processing grievances. If the City calls the Steward to attend a meeting during the Steward's regular work hours, the Steward shall be compensated at the regular straight rate for all hours of work necessarily lost.

ARTICLE VII - DISCHARGE AND SUSPENSION

Section 1. Discharge and Suspension. In the event an employee is suspended from work for disciplinary reasons or is discharged from his employment after the date hereof, and he believes he has been unjustly suspended or discharged, the suspension or discharge shall constitute a case arising under the grievance procedure, provided that a written grievance signed by the employee and the Steward is presented to the Department Head within two (2) regularly scheduled working days after such discharge or after the start of such suspension:

(a) The Employer agrees, promptly upon the discharge or suspension, to notify the employee and the Steward in writing of the suspension or discharge.

(b) It Is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such grievance shall constitute his authorization of the Employer to reveal to the participants In the Grievance Procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

ARTICLE VIII - SENIORITY

Section 1. Probationary Period. All new employees will be probationary for their first six (6) months of employment. An employee who is absent from work for a period of

time in excess of five (5) days shall have his or her probationary period extended by a period of time equal to his or her absence. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which would qualify him for "regular employee status". During the probationary period, the employee shall have no seniority and may have his employment terminated without regard to his relative length of service or the grievance procedure. Upon successful completion of the probationary period, and regular employee status is obtained, the employee shall have his name added to the seniority list as of the date he was employed. All benefits provided by the City do not begin until after regular employee status begins, unless otherwise stated in this agreement. However, new employees who have not completed their probationary period shall be eligible for overtime.

Section 2. Definition of Seniority. Seniority shall be defined as an employee's length of continuous service with the Employer's Department of Public Works or Water Renewal Plant since his last hiring date. Continuous service is defined as that time actually spent on the active payroll of the Employer reduced by leave of absence without pay. "Last Hiring Date" shall mean the date on which the employee was hired and since which he has not quit, retired or been discharged for cause.

Section 3. Seniority List. The names of all bargaining unit employees shall be listed on the seniority list in order of their last hiring date and shall be provided to the Union in January of each year.

Section 4. Termination of Seniority. An employee's seniority shall terminate for the following reasons:

(a) If he/she quits, retires, is discharged, if the employee is convicted of a felony and/or a misdemeanor which would interfere with the employer's operations, or if the employee loses a critical licensure such as an operating license that is necessary for operating equipment.

(b) If he is absent for three (3) regularly scheduled working days without notifying his Department Head during such days of a justifiable reason for such absence.

(c) If, when he has been recalled to work following a layoff, he refuses or fails to return to work within seven (7) regularly scheduled working days after notice of recall or after written notice by certified mail of such recall is sent to his last address on record with the Employer, whichever occurs first.

(d) If he fails to return to work immediately upon the expiration of a leave of absence without having previously obtained advance written approval, unless the individual's failure to immediately return is caused by extenuating circumstances deemed by the Employer to justify a continued absence; or the employee accepts employment elsewhere while on a leave of absence.

(e) If he has been laid off for a continuous period of eighteen (18) consecutive months, or an amount of time equal to his seniority, whichever is shorter.

Section 5. Layoff Procedure. If it is necessary to reduce the number of employees in the bargaining unit, probationary, part-time, seasonal and temporary employees shall be laid off first, provided there are employees with seniority who have the then present ability to perform the available work. Thereafter, the Employer shall determine the number of employees to be removed from each job classification. Employees with seniority in a job classification shall be removed on the basis of their seniority, i.e., least senior employee being displaced first, provided that the remaining employees have the then present ability to perform the available work in the classification. Under ordinary circumstances, notice of a pending layoff of more than five (5) days duration shall be posted at least five (5) regularly scheduled working days in advance of its effective date. An employee laid off from a job classification shall be allowed to exercise his seniority to displace an employee in any other job classification with an equal or lower wage scale, provided that he has the then present ability to satisfactorily perform the normal job functions of the position without trial or training.

Section 6. Recall Procedure. Employees with seniority shall be recalled on the basis of applying the above procedure in reverse order, i.e., most senior employee being recalled first, provided he has the then present ability to perform the available work. Notice of recall shall be sent to the employee at his last known address on record with the Employer by certified mail.

Section 7. New Permanent Job Classifications. When and if the Employer determines that it is necessary to create a permanent new job classification, or effect a substantial change in an existing job classification, it shall set the rate of pay therefore, establish or amend the job description and advise the Union as to both. If the Union disagrees with the rate of pay established, it may file a written grievance with respect thereto starting at the Second Step of the grievance procedure, provided that a grievance is filed within five (5) regularly scheduled working days after such notice is given to the

Union. If, as a result, a different rate of pay is established, the different rate of pay will become effective as of the date the job classification was created.

Section 8. Posting and Bidding. When it is necessary to fill a new permanent job classification or a permanent vacancy in an existing job classification in the bargaining unit, the Employer shall post such opening along with a statement of the qualifications for the position and the division and shift where the vacancy occurs for a period of five (5) regularly scheduled working days. During such five (5) day period, employees who have completed their probationary period may bid for such job or vacancy by signing the posting and presenting to the Department Head a signed statement concerning any qualifications or experience not listed in their personnel file that they wish to have considered. The appointment to a vacancy in the bargaining unit shall be in accordance with the following procedure:

(a) If all factors are relatively equal among bidding employees, the most senior employee shall be awarded the job. It is understood that the bidding employees' experience with the Employer in related job requirements and his work history shall be taken into account.

(b) If no employee satisfies the specifications of subsection (a) above, then the Employer may assign a probationary employee who satisfies the specifications or institute the hiring procedure.

(c) If the Employer determines that the most senior bidding employee will not be awarded the job, prior to awarding the job, the Employer will meet with the Steward to discuss the awarding of the job.

(d) The job shall be awarded or denied within fifteen (15) working days after the posting period.

Section 9. Trial Period. When an employee is awarded a job under the provisions set forth in Section 8 of this Article, the successful bidder shall be on trial (job probation) for a period of four (4) months after being assigned to his new classification, if such classification is a new permanent job classification, and two (2) months if such classification is a permanent vacancy in an existing job classification. During such period, an employee may be removed from his new classification at any time he demonstrates to the Employer's satisfaction that he is or will be unable to perform satisfactorily the requirements of such job:

(a) An employee, who during the trial period is removed from a job classification for which he had bid because of his request or inability to perform the requirements thereof, shall be returned to the last job classification he had permanently occupied. In case of such setback, the Employer shall first consider other employees who signed for the posted job before reposting the job.

Section 10. Temporary Transfers. The service needs of the Employer change from day to day and season to season; therefore, employees within a job classification may be assigned to work in a different job classification as the need arises. The Employer shall have the right to temporarily transfer an employee from one job classification to another to cover for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absences. The Employer shall also have the right to temporarily transfer an employee from one job classification to another to fill a vacancy or to take care of unusual conditions or situations which may arise. It is understood and agreed that any employee within the unit temporarily transferred in accordance with the provisions of this section shall not acquire any permanent title or right to the job to which he is temporarily transferred but shall retain his seniority in the permanent classification from which he was transferred. Any employee temporarily transferred to a job classification with a higher maximum pay rate in accordance with the provisions of this Section shall be paid the applicable wage rate for the higher paying job classification. Any employee temporarily transferred to a job classification with a lower maximum pay rate, in accordance with the provisions of this Section, shall continue to be paid his regular wage.

Section 11. Promotions Outside the Bargaining Unit. An employee promoted to a position outside the bargaining unit shall accumulate seniority while working outside the bargaining unit. If the employee requests to return to the bargaining unit during the period of one (1) year following the date of his promotion, he shall commence work in a job similar to the one he held at the time of his promotion.

ARTICLE IX - LEAVES OF ABSENCE

Section 1. Personal Leave of Absence. The Employer may grant a leave of absence for personal reasons without pay and without loss of seniority to an employee who has completed his probationary period, provided, in the judgment of the Employer, such employee can be spared from his work and that there is good cause for the leave. Such leaves of absence shall be granted for a period not to exceed thirty (30) calendar days.

Section 2. Funeral Leave. Regular full-time and regular permanent part-time employees shall receive eight (8) hour of regular pay for each day necessarily lost during a regularly scheduled workweek, not to exceed three (3) days, to make arrangements for and attend the funeral of a member of their or their current spouse's immediate family. This payment shall not be made for any of such three (3) days on which the employee for any other reason would have been absent from work. The three (3) days above referred to shall be three (3) consecutive working days, the last of the three (3) days being no later than the day following the funeral. To be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral, and, if requested, must present proof of death:

(a) Immediate family is to be defined as the employee's current spouse, son, daughter, mother, father, mother-in-law or father-in-law, brother or sister, brother-in-law, sister-in-law, grandfather or grandmother.

Section 3. Leave of Absence for Jury Duty. A regular full-time or part-time employee shall be granted a leave of absence with pay up to a maximum daily rate of eight (8) hours at his straight-time hourly rate for a maximum of 20 days in order to serve required jury duty. In such cases, all jury fees shall be signed over to the Employer. In order to receive the payment above referred to, an employee must give the Department Head prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he performed such jury duty on the days for which he claims such payment. In the event that the employee is excused from jury service on any day either before or at the noon recess, he must return to work for the balance of the day.

Section 4. Medical Leave. An employee who has completed his probationary period and who, because of illness, pregnancy or accident, is physically unable to work shall, upon request, be given a leave of absence without pay for the duration of such disability, provided: (1) that he promptly notifies the Employer of the necessity therefore; (2) that he supplies the Employer with a certificate from a medical/osteopathic doctor of the necessity for the absence and continuation of such absence when the same is requested by the Employer; and (3) that prior to resuming his duties he supplies a doctor's certificate stating that he is fully capable of resuming his normal duties.

Section 5. Military Leave. The Employer agrees to abide by applicable federal and state law with regard to leaves of absence for military service.

Section 6. Return from Leaves of Absence. An employee granted a leave of absence will be guaranteed his prior position for a period of six (6) calendar months, which

period shall be retroactive to and commence with the employee's initial date of absence from work, and after the expiration of this six (6) month period, the Employer will attempt to place the employee in a job he is then presently able to perform and which is vacant or will attempt to place him in the next such job position which is vacated.

ARTICLE X - PHYSICAL EXAMINATIONS

The Employer may require any of its employees to submit to a medical examination at such times as it may deem necessary in the light of existing circumstances. The examinations shall be paid for by the Employer and shall be made by a licensed physician designated by the Employer. Should such medical examination reveal the physical or mental unfitness of the employee involved to perform the essential functions of his/her job, the employee involved may be granted a leave of absence.

ARTICLE XI - HOURS OF WORK

Section 1. Hours of Work and Shifts. The normal hours of work for all full-time employees shall average forty (40) hours per week, for all part-time employees forty (40) to sixty-four (64) per pay period. Nothing in this section shall be construed as a guarantee of the herein referred to hours per week or pay per week. The specific work schedules will be 7:00 am to 3 pm for the DPW Department (with a 20-minute paid lunch break) and 7:00 am to 3:30 pm for the Water Renewal Department. The Department Head may change the work schedules to provide more convenience for the public or improve working conditions for employees. In addition, if state, federal or local agencies require or mandate the City to provide weekend coverage on any of the City operations, then the City can schedule Saturday and/or Sunday as a regular workday for employees working said operations and thus not an overtime day as such.

Section 2. Workweek Computation. For the purpose of this Agreement, the work week shall begin at 12:01 a.m. Sunday morning and the day shall be a calendar day. For any shift in which the employee works hours falling within two (2) separate calendar days, the hours worked each day shall be computed separately and the employee shall be paid at the contractually established rate for hours worked on that particular day.

Section 3. Rest Periods.

Public Works employees are excluded; therefore, Water Renewal employees only shall be entitled to one thirty (30) minute paid break period at or near the midpoint of the

first half of their shift and one thirty (30) minute unpaid meal period at or near the midpoint of their shift, at times scheduled by the Department Head. It is understood and agreed that the timing of the break and meal periods may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible for employees to take a break period until certain aspects of the job then being performed have been completed. Employees in positions which require the uninterrupted presence of an employee shall receive such rest period only when qualified relief is available and practicable. It is also understood and agreed that Employer vehicles are not to be used for purposes of traveling to or from any location at which to take a break or meal period, except as specifically authorized by the Department Head:

(a) Employees shall be required to be ready to start work at the start of their shift and shall be required to remain at work until the end of their shift except for the break periods provided above.

Section 4. Overtime Assignments. Overtime will be assigned on a rotating basis within each department, except in the areas specific expertise is warranted within the water works, water renewal, pumping and treatment, electrical work, tree work and specialized equipment. All overtime will be offered to full-time employees first before hours are available to part-time employees.

Section 5. Unscheduled Work. When an employee is called in to perform work at a time other than that for which he had previously been scheduled, he shall receive not less than three (4-3) hours pay at his overtime-hourly rate.) The nature of the work and the responsibility to the people of the community requires that employees be available to calls to duty during off-duty hours. Therefore, it is understood and agreed that if an employee is contacted during off-duty hours and requested to report to work, he shall report for duty or be subject to disciplinary action. Employees who are continually unavailable to be contacted for off-duty calls to work shall likewise be subject to disciplinary action. Prior to disciplining an employee for continued unavailability, the Employer will give the employee and the Union notice that subsequent incidents of unavailability for calls to duty will result in discipline.

Section 6. Snow Plowing. All callouts shall receive not less than three (3) hours pay at the employee's overtime rate. With your normal scheduled workday starting at 7:00 am. Example if you are called at 3:00 a.m. and work until 3:00 p.m. you will receive three (3) hours call out one (1) hour overtime and your normal eight (8) hours straight time pay. If you are called at 2:00 a.m. and work until 3:00 p.m. you will receive

three (3) hours call out two (2) hours overtime and eight (8) hours straight pay. If you are called at 6:00 a.m. and work until 3:00 p.m. you will receive three (3) hours call out and 8 hours straight pay. If you are called at 2:00 a.m. and leave at 10:00 a.m. this will be paid at 8 hours straight with no callout pay.

ARTICLE XII - WAGES

Section 1. Wage Schedule. For the life of this Agreement, the wage schedules set forth in Appendix "A" attached hereto and by this reference made a part hereof, shall remain in full force and effect.

Section 2. Overtime. Overtime will be paid at the rate of one and one-half (1½) of the regular hourly rate of pay for all assigned work in excess of forty (40) hours per week or eight (8) hours per day computed to the nearest tenth of an hour. For the purpose of calculating overtime compensation due, hours paid but not worked shall count toward the forty (40) hours per week overtime provision. Although hours worked on Sunday and holidays shall otherwise be computed for overtime purposes, the above referenced overtime rate of pay shall not apply to hours worked on Sundays and holidays. Hours actually worked on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate of pay:

(a) All hours spent for schooling and/or training for advancement purposes shall be counted toward the forty (40) hour work week. All schooling and/or training must be approved by the supervisor prior to signing up or registering.

Section 3. Pay for Permanent Classification Changes. When, through the job bidding procedure, an employee is promoted to a job for which the maximum of the rate range is greater than the maximum of the rate range for the permanent job classification from which he bid, such employee upon being awarded such job shall be advanced to the new pay range step in the job classification for which he bid which will result in an increase in his pay, and thereafter shall be governed by the pay range increments set forth in such job in Appendix "A.":

(a) When, through the bidding procedure or through otherwise exercising his seniority, an employee is placed on a job for which the maximum of the rate range is less than his then current rate, he shall receive the maximum of the rate range of the job onto which he was thus placed.

Section 4. Pay Day. The payroll shall be computed bi-weekly, and payday shall be Thursday for the pay period of the preceding weeks beginning on Sunday and ending on Saturday. Employees must have timesheets in to the payroll officer by 10:00 a.m. on Monday to assure proper processing of the payroll.

Section 5. Compensatory Time. The compensatory time (CT) must be declared by the employee within the pay period worked.

Employees are allowed a maximum of forty (40) hours of CT bank accrual; such bank may not be carried over from year to year. Must be used in 1-hour increments. Any unused CT existing in the employee’s CT bank at the end of the fiscal year will be paid to said employee.

Any unused CT shall be paid upon an employee’s separation, retirement or death. In the case of death, the payment shall be made to the employee’s estate. Payment shall be made at the rate of pay in effect at the time of retirement, separation, or death.

The use of any CT will be determined by the Department Head.

ARTICLE XIII - VACATIONS

Section 1. Eligibility and Allowance. Vacation time shall be earned and used on an anniversary year basis. Full-time permanent employees with regular employee status shall be entitled to paid vacation in accordance with the following schedule Regular permanent part-time employees shall be entitled to paid vacation in the same manner as full-time but receiving half of the hours in the following schedule:

<u>Years of Completed Continuous Service</u>	<u>Vacation Hours</u>	<u>Maximum hours that can be banked at this level</u>
Successful completion of probationary period	40 hrs.	60 hrs.
1 - 5 yrs.	80 hrs.	120 hrs.
5 - 12 yrs.	120 hrs.	180 hrs.
12 - 15 yrs.	160 hrs.	240 hrs.
16 yrs.	168 hrs.	252 hrs.
17 yrs.	176 hrs.	264 hrs.

18 yrs.	184 hrs.	276 hrs.
19 yrs.	192 hrs.	288 hrs.
20 yrs.	200 hrs.	300 hrs.
30+ yrs.	208 hrs.	312 hrs.

Section 2. Vacation Scheduling. Employees may take their vacation anytime between successive anniversary dates provided that they have made arrangements with the Department Head at least two (2) weeks in advance. Vacation time may be accumulated to a maximum of 1-1/2 times an employee's annual accrual of said vacation; once the maximum vacation has been reached monthly accruals shall be capped. The Department Heads will post a report reflecting the maximum hours that may be accumulate within continuous years of service. A statement showing all accumulated vacation time and remaining balance shall be reported to each individual employee in their biweekly paycheck. Vacation pay may be paid in lieu of vacation time only in accordance with Employee Policy Handbook.

(a) The Department Head shall determine the number of employees who can be spared for vacation purposes at any time, but shall make every reasonable effort to allow employees to take their vacation at the time of their choosing.

(b) When two (2) or more written requests for vacation time are received than can be granted at one time, the most senior employee making a written request at least two (2) weeks in advance for that time will be given preference.

(c) While on vacation leave, vacation leave cannot be converted to sick leave.

(d) Vacation can be used in one (1) hour increments

(e) The Department Head will respond four (4) weeks prior to November 1st to employees scheduling time off during deer hunting gun season.

Section 3. Termination of Employment. Upon an employee's termination of employment, except where such termination is a discharge for just cause, an employee shall be paid an amount representing his unused vacation time earned as of his last anniversary date, computed at his final hourly rate of pay. If an employee fails to render

two (2) weeks notification of resignation, he shall not be entitled to any portion of vacation pay for unused vacation time. For an employee who dies after completing the six (6) month probationary period, his designated beneficiary shall be entitled to receive pay for the employee's unused vacation time.

ARTICLE XIV - HOLIDAYS

Section 1. Definition. The following days are designated as holidays under this Agreement for the contract year: New Year's Day, Good Friday, Memorial Day, and Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve Day, Christmas Day and New Year's Eve Day:

(a) If any of the above holidays occurs on Saturday or Sunday, the Friday before or the Monday following, respectively, shall be recognized as the holiday.

Section 2. Holiday Pay. Full-time employees, who are regularly scheduled to work on a day that is celebrated as a holiday, but not required to work, shall continue to receive their regular salary; regular permanent part-time employees will receive 4 hours per said holiday. Employees scheduled to work on a day celebrated as a holiday and who are required to receive, in addition to holiday pay, two (2) times their regular straight-time hourly rate of pay for each hour actually worked on the holiday. (See Article XII, Section 2).

Section 3. Eligibility. In order to receive the holiday pay referred to above, an employee must have completed sixty (60) calendar days of his probationary period and actually worked eight (8) hours on his last scheduled workday before the holiday and eight (8) hours on his first scheduled workday following the holiday, unless the failure to work on such day is due to a regularly scheduled vacation or paid sick leave. Employees scheduled to work on a holiday must actually work the holiday to receive holiday pay.

Section 4. Holidays During Vacation. When a holiday occurs during a scheduled vacation the employee (if eligible for holiday pay) will be given holiday pay and will not be required to use vacation time for that day.

ARTICLE XV - SICK LEAVE

Section 1. Accumulation of Sick Leave. Employees with regular full-time status shall accumulate sick leave at the rate of eight (8) hours per month for each month that an employee actually works at least fifteen (15) working days, employees with regular permanent part-time status shall accumulate sick leave at the rate of eight (4) hours every month in the same manner as full-time employees accumulate sick leave:

- (a) When an employee is entitled to sick leave, he shall be paid sick leave in one (1) hour increments up to a maximum of eight (8) hours for each regular work day missed while on sick leave.
- (b) In order to qualify for sick leave payments, the employee must report his intended absence to his supervisor no later than thirty (30) minutes after the start of his shift.
- (c) An employee may use up to forty-eight (48) hours of sick leave annually for illness or injury in the immediate family.
- (d) An employee must present a medical certificate attesting to the employee's physical inability to perform his work for all absences in excess of three (3) days. However, if the Employer has reason to believe that an employee is abusing sick leave, it may request a medical certificate for any given absence.
- (e) An employee who makes a false claim for sick leave shall be subject to dismissal.
- (f) An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his employment or work in service of another employer or while acting in the capacity of a private contractor to another party.

Section 2. Payout of Sick Leave. There shall be no payout for the first 1,000 hours of accumulated sick leave. All balances for current employees over 1,000 hours as of June 30, 2013, will be frozen. By either retirement or separation with 25 years of service, these hours will be paid at the June 30, 2013 rate of pay at 100% into the employee's 401a plan.

Beginning July 1, 2013, after an employee has accumulated 1000 hours, within the first payroll of each fiscal year, 50% of the value of the hours over 1,000 will be computed using the previous fiscal year ending pay rate and the value will be deposited into the employees' 401a plan. Remaining hours will be deleted back to 1000 hours.

ARTICLE XVI - INSURANCE AND PENSION

Section 1. Insurance. The Employer shall pay 80% of the total annual costs of all of the medical benefit plans, prescription, dental and optical plans it offers or contributes to for employees in the bargaining unit. Total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts. The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance program; provided, however, the benefits provided shall remain substantially similar to the benefits currently in place unless otherwise agreed. Insurance benefits may start after 30 days of hire.

Retiree health insurance will be provided as follows:

(a) The City will pay for single-person coverage for SEIU members prior to July 1, 2007; this coverage shall become supplemental coverage when the retiree becomes eligible for Medicare.

(b) The City will pay for the cost of single-person coverage for SEIU members who retire after July 1, 2007, with 25 years or more of service with the City and 60 years of age. This coverage shall cease when the retiree becomes eligible for Medicare. Retired employees eligible for Medicare may purchase supplemental insurance through the City at 100% of their cost.

(c) Notwithstanding any of the above current terms and conditions for retiree hospitalization insurance, a retiree's hospitalization insurance will be based on whatever terms and conditions exist in the applicable collective bargaining agreement at any point in time during the retiree's retirement, and the terms and conditions for retiree hospitalization insurance may change over time depending on the future collective bargaining negotiations and future agreements.

Section 2. Pension. All employees shall be eligible to participate in the Employer's 457 Retirement Program. To qualify for the 401 (a) Retirement Program, an

employee must be full-time and have completed the required 6-month probationary period. The Employer agrees to continue its pension plan on the following basis: No matching contribution and a discretionary 10% of the full-time employee's base wage into the Employer's 401 (a) plan.

ARTICLE XVII - MISCELLANEOUS

Section 1. Personal Time. If hired July 1st thru December 31st each year Full-time SEIU Members shall accumulate sixteen (16) hours of personal time, Part-time shall accumulate eight (8) hours of personal time. First year of hire will be prorated, if hired between January 1st and June 30th, Full-time shall receive 8 hours personal time and Part-time shall receive four (4) hours personal time. Time can be used in 1-hour increments with prior approval. All accrued time shall be used by June 30.

Section 2. Uniforms. The Employer shall contribute the following for clothing and boot allowances for all employees.

Shoe/Boot allowance shall be \$225.00 annually for ANSI/OSHA approved safety shoes.

Standard uniform package paid for by the city using a vender of the City's choice (excluding jeans) will include:

Seven (7) pair of jeans, with style chosen by employee and not to exceed \$30.00 a pair, seven (7) short-sleeve t-shirts and a combination of seven (7) long-sleeve-shirts or sweatshirts.

Additional uniform attire paid for by the city using a vender of the City's choice:

One (1) pair of muck boots, one (1) pair of Carhart bibs, and one (1) Carhart coat, which shall remain on site to minimize additional wear and tear. Items removed from site and are lost or damaged with be replaced at the employees' expense through payroll deduction.

The City will supply all bargaining members at hire 1 standard uniform package, one (1) pair of safety boots and also additional uniform attire items. The additional item purchase may be delayed based on the seasonal need at the time of hire. As a onetime accommodation sometime after September 2022, all current employees will be provided with any additional clothing needed to fulfil the uniform requirements

Articles except boots will be replaced as needed based on department head approval. At such time a uniform attire needs to be replaced the worn or damaged articles must be turned in to the department head in exchange of replacement. The department head will

keep a running list of the uniform distribution and replacement for each employee. This will be verified annually with the employee.

All jean purchases will be made by the employee. For reimbursement, a receipt and signed authorization from department head must be turned in to accounts payable and will be processed within 45 days.

Upon separation of employment all city provided uniform articles will be returned with the exception of work boots. Any articles identified as still in the employee's possession that are not turned in the value will be deducted from the employee's final paycheck.

Section 3. Bulletin Board. The Employer shall provide a bulletin board for each department upon which the Union shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

Section 4. Address and Telephone. All employees shall provide the Employer with their current address and telephone number and any changes therein. The Employer agrees to provide the Union with copies of the names and addresses on record with the Employer in January of each year.

Section 5. Departmental Rules and Regulations. The Employer shall have the right to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety and efficient operation of the department and to require compliance therewith. Any complaint relative to the reasonableness of any such rule or regulation may be considered a grievance and subject to the grievance procedure, provided that a grievance is filed at the Second Step of the grievance procedure within fifteen (15) regularly scheduled working days after the date of the notice to the Union.

Section 6. Subcontracting. The Employer shall have the right to subcontract work normally performed by bargaining unit employees if it determines it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 7. Copies of Agreement. The Employer agrees to provide to each employee a copy of this Agreement.

Section 8. Pronoun Clause. The masculine pronoun as used in this Agreement shall be held to include the feminine, unless otherwise provided.

Section 9. Reparability and Savings Clause. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect. In the event that any provision of this Agreement is held invalid, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provision held invalid.

Section 10. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 11. Other Agreements. No agreement or understanding contrary to this Collective Bargaining Agreement nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings and arrangements heretofore existing.

Section 12. Electronic Communication. The City agrees to communicate and provide to the Union current and new member information (on a monthly basis) via electronic transmission the following:

- Member Names
- Addresses
- Rate of Pay
- Hire Date

Section 13. New Hire Notification. Whenever a leave, transfer or new hire occurs, the City will make every effort to inform the President within five (5) business days of the hire date.

Section 14. Acting Superintendent Pay With the exclusion of hiring, firing and discipline. When it becomes necessary for a SEIU Member to serve as Superintendent, to cover an absence of more than three (3) weeks, the City will pay as follows:

- Three (3) hours stand by pay at the DPW Superintendents current rate of pay for each Saturday, Sunday, and Holiday that is covered. Stand by pay is defined as carrying a phone and being readily available for emergency calls and have the ability to reach the City limits within 40 minutes of time.
- If said individual is working as Acting Superintendent during normal working hours (defined as 7:00 a.m. to 3:30 p.m.) Monday thru Friday; that individual will be paid at the DPW Superintendents current rate of pay.
- Call in pay (3-hours minimum) will be compensated per current contract language.
- If more than one employee volunteers; the employee with the highest seniority will be chosen to fill in as Superintendent.
- Probationary employees are not eligible to volunteer as Superintendent.

Section 15. Merit Pay. It is agreed that the city will continue to pay merit pay to City Designated Water Operator in charge on a 40-hour week, which is based on his primary job duties. The employer will utilize a bargaining unit member first as Designated Water Operator if one is available.

The City, through its management rights, can from time to time assign other duties, not in the operation or duties which require the license, during the work week. It is understood that, Dan Neeson, will continue to receive his merit pay up to 40 hours. In the case where he is called out for overtime in the operation and duties requiring such licensing, he will be paid the merit pay that applies.

All other employees in the unit will be covered by Appendix A of the bargaining agreement under the provision of merit pay.

Section 16. Volunteers. The City retains authority to use volunteers, hire temporary and/or seasonal employees so long as it does not adversely affect the regularly scheduled hours of bargaining unit employees.

Section 17. Water Renewal Weekend Coverage. Pursuant to a letter from the State of Michigan Department of Natural Resources dated May 21, 1990, the City has been required to make provisions to run a full (5) five-day BOD analysis as required by the City's permit. This will require weekend coverage at the Water Renewal Plant. The DNR has also suggested and requested that sludge pumping occur on a daily basis, including the weekends.

The City has elected not to exercise its rights under Article XI, Section 1 of the Contract to schedule Saturday and Sunday as a regular workday for the Waste Water Treatment Plant. Without waiving its rights under the Master Agreement, the City intends to initially meet the State's requirement and request by scheduling overtime assignments for Saturday, Sunday and holidays upon the following guidelines:

1. The City will schedule a four-hour overtime assignment on both Saturday and Sunday of each week. The City will, at its discretion, schedule overtime on holidays, but not to exceed four hours.
2. Wages for the overtime assignments will be paid in accordance with Article XII, Section 2 of the Master Agreement. Ordinarily this will mean one- and one-half times the regular hourly rate for hours worked on Saturday and two times the regular rate for hours actually worked on Sundays and holidays.
3. The assignment of overtime will be handled according to Article XI, Section 4 of this Agreement. The City will not adjust the regular workweek schedule to avoid paying Saturday overtime.
4. Employees assigned to the overtime will be expected to perform the BOD testing, take required readings at the Waste Water Treatment Plant and the water wells, pump sludge and perform other duties as assigned.
5. Upon request from DPW employees, the City will train at least two additional employees in the required operations to qualify them for these Water Renewal overtime assignments.
6. Scheduling of the actual times to be worked on Saturdays, Sundays and holidays will take into consideration the input of the employee assigned to work. Prior approval of the superintendent, however, is required for any change from the regular schedule.

The City, by agreeing to Section 17, is not waiving any rights it has under the Agreement or restricting its rights to schedule work in the future.

Section 18. Emergency Call-Out Procedure. All emergency calls will be forwarded to the Department Head that needs to deal with the problem (Public Works or Water Renewal). He/she will then either deal with the problem him/herself, or call out employees deemed necessary to correct the problem.

The call-out list shall include the names of all employees in both departments. Calls will be made on the basis of 1) who has the skills or knowledge that is needed in this particular problem; or, 2) a need for general assistance. When calling an employee on the list, caller shall leave message on answering machine (if there is one) as to date, time and problem. Employer will continue on through the list until actual contact and response is obtained. Accurate records will be kept by the caller as to who was called, time and response given by each employee called. Employees are expected to report when directed. Excessive failure to report may result in discipline.

Upon receipt of any messages left on an answering machine, the employee is requested to acknowledge receipt of that message by calling back to a mutually agreed upon number (a list of cell phone numbers will be provided to each employee for use during these times).

Employees will be responsible for informing the Department Head of those times that they will be unavailable for call out due to planned commitments. This will enable your name to be taken off the list during that period of time.

The Department Heads shall attempt to be available on weekends. If both Department Heads are not available for call-out duty, another employee of either department will be asked to cover those call-out duties. The designated person will carry the cell phone associated with that Department Head to allow for him/her to respond where necessary. This designated employee will also be responsible to call in additional help, if needed, from the list referred to earlier. Employee who is designed to cover the after-hours calls for the Department Head will be compensated at a rate of \$1.00 per hour for each hour for which he is required to carry the cell phone.

Section 19. CDL License. All bargaining unit employees required to operate a motor vehicle (which requires a CDL) shall maintain a CDL Class B license with air brakes based on current State of Michigan and Federal Motor Carrier Safety Administration requirements. The City will reimburse employees for any fees incurred to purchase a CDL license over the cost of a regular operator's license.

Section 20. Working Supervisor. The Public Works Superintendent may work side by side performing union jobs with the following criteria:

- Only current Superintendent, Robert Nieuwenhuis
- No more than 20 hours per week
- Full crew must be working unless someone is on medical leave, sick leave, City approved light duty, compensatory time or on vacation
- Must not be to alleviate overtime
- Doesn't eliminate current number of employees.

Section 21. Labor/Management Round Table. Upon mutual agreement, representatives from both management and the union will meet at a minimum of two (2) times a year at times convenient to both parties for the purpose of a round table session during the term of the parties agreement.

ARTICLE XVIII - DURATION

Section 1. Duration. This Agreement shall become effective as of the 1st day of July, 2022, and the terms and conditions hereof shall remain in full force and effect through the 30th day of June, 2026 and from year to year thereafter, unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration of this Agreement or of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of August 5, 2022

SERVICE EMPLOYEES
INTERNATIONAL
UNION, LOCAL NO. 517M

CITY OF PLAINWELL

Christine Stressman SEIU Local 517M

Erik J. Wilson, City Manager

Aaron Bird, Employee Representative

Maggie Fenger, City Clerk

APPENDIX "A"
Wage Schedule Effective July 1, 2022

		Parttime will top out at FT year 1									
		ending hourly		5.0%		1%		1.50%		1.0%	
		June 30, 2022		July 1, 2022		July 1, 2023		July 1, 2024		July 1, 2025	
		FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
Start		18.25	13.52	19.16	17.00	19.35	17.17	19.64	17.43	19.84	17.60
6 Months		18.52	14.50	19.45	18.00	19.64	18.18	19.94	18.45	20.14	18.64
1 yr.		19.64	14.83	20.63	20.63	20.83	20.83	21.14	21.14	21.36	21.36
2 yrs.		21.31		22.37		22.60	20.63	22.93		23.16	
3 yrs.		22.97		24.12		24.36		24.73		24.97	
4 yrs.		25.34		26.60		26.87		27.27		27.55	

Foreman Position shall receive \$1.50 an hour more than the top-out rate per year. Seniority will be a factor in the selection process.

Years served will be reflected when moving from Part-time to Full-time

Merit Pay

Bargaining unit employees shall have the opportunity to receive an increase in their hourly rate of pay by acquiring and maintaining appropriate State of Michigan licensing or certification. Employees acquiring approved licenses or certifications will receive the following merit pay increase:

Water License

S-1, D-1	55¢ per hour per license
S-2, D-2	40¢ per hour per license
S-3, D-3	30¢ per hour per license
S-4, D-4	15¢ per hour per license

Waste Water Treatment License

A	\$1.05 per hour
B	80¢ per hour
C	55¢ per hour
D	30¢ per hour

All above active/current licenses will receive 50% of the above per hour merit pay. 100% of merit pay for these licenses will only apply to time spent on operations and duties within the applicable department.

Supplemental Pay

After the first 6 months of employment, bargaining unit members shall have the opportunity to receive additional pay for time spent on operations and duties within the applicable area. Part-time employees will receive \$1.00 per hour and full-time will receive \$2.00 an hour.

➤ **Street Construction- Full Street Asphalt Paving-**

Employees will be tested on knowledge and skill during an actual city project. Once that employee can fulfill the below they will receive the supplemental pay. The Department Head will submit to payroll a form indicating the employee has the knowledge and skill necessary to receive the supplemental pay.

1. Proper Miss Dig called in
2. What equipment is needed (complete take out or mill)
3. What mix, depth, and how much is needed
4. Verify grade is correct, manholes are set, and all equipment is ready.
5. Operate all equipment needed to pave and the function of each position
 - Truck Driver – The driver’s responsibilities include, loading the truck properly, lining up in front of the paver, and paying attention to the screed operator.
 - Screed Operator – Responsibilities for setting up and heating up the screed and adjusting, gradually and only if necessary. Also controls the yield or the amount of the material being used in a set area, and they take care to ensure a consistent mat texture and proper joint construction.
 - Roller Operator – Is responsible for compacting the mat, they will monitor the temperature of the mat to avoid picking up any material.

➤ **GIS-**

General knowledge and skill to utilize GIS mapping equipment. Employees will be evaluated on login, navigation, adding utilities, and on how to read and decipher what they see.

1. **Using Trimble R2 (GPS)**
 - **Initial setup**
 - **Pair with a mobile device**
 - **Verify internet connectivity**

2. **Using ESRI's Collector and/or Field Maps (Mobile Apps)**
 - **Verify GPS settings**
 - **Adjust data collection settings**
 - **Collect new features**
 - **Update existing features**
 - **Add media to new or existing features**
 - **Stakeout to existing features**

3. **Using ESRI's ArcGIS Online (Web Interface)**
 - **Create new layers**
 - **Add fields to layers**
 - **Create maps for field use**
 - **Add features to the map**
 - **Update existing features**
 - **Add media to features**

➤ **Specialty Concrete Work**

Employees performing concrete work outside of the normal sidewalk and curbs. Examples include:

- **Curbed**
- **Decorative (stamped, exposed, colored)**



"The Island City"

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

TO: Mayor and City Council
FROM: Justin Lakamper, City Manager
DATE: May 26th, 2026
SUBJECT: 2024 IMPC Adoption

SUGGESTED MOTION: "I motion to adopt Ordinance 405 as presented."

BACKGROUND INFORMATION: The City has long struggled to enforce blight and nuisance ordinances. Our current ordinances are outdated and do not contemplate many modern issues with blight enforcement. Therefore, Plainwell sought out best practices for updating our ordinance. This led us to the International Property Maintenance Code (IPMC).

ANALYSIS: The IPMC is the industry standard for blight enforcement and is widely used across the Country to ensure that properties are maintained in an acceptable manner. Due to its widespread use in Michigan and other States, it is battle tested in the courts. One of the biggest issues with code enforcement is the quality of your ordinance. If it is outdated, or written poorly, courts often will throw citations out, which has happened to us. Since the IPMC is so widely used, these potential issues have been ironed out. We believe that this ordinance will help us address several problem properties and allow us to create a standard of compliance within the community. If passed, we would be adopting the IPMC by reference, meaning our code will continue to be current as the IPMC evolves.

BUDGET IMPACT: None

ATTACHEMENTS: Draft Ordinance and IPMC

**CITY COUNCIL
CITY OF PLAINWELL
ALLEGAN COUNTY, MICHIGAN**

(Ordinance No. 405)

At a regular meeting of the City Council for the City of Plainwell held on _____, 2026, the following Ordinance was offered for adoption by Council Member _____, seconded by Council Member _____:

AN ORDINANCE TO ENACT A NEW CHAPTER 48, SECTION 48-4 TO ADOPT THE 2024 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE; REPEAL CHAPTER 49 ENTITLED "DANGEROUS BUILDINGS"; AND REPEAL CHAPTER 50 ENTITLED "HOUSING CODE" OF THE CODE OF ORDINANCES OF THE CITY OF PLAINWELL.

THE CITY OF PLAINWELL (the "City") ORDAINS:

Section 1. Enactment of New Section 48-4, Chapter 48. Chapter 48, Section 48-4 is enacted to read in its entirety as follows:

Sec. 48-4. Adoption of the International Property Maintenance Code, 2024 Edition.

The International Property Maintenance Code, 2024 edition, as published by the International Code Council, Inc., is hereby adopted by reference as the property maintenance code of the City of Plainwell, with the following additions, insertions, deletions and changes.

The following local standards are adopted with respect to the city's enforcement of the 2024 International Property Maintenance Code:

Section 101.1. Insert: "City of Plainwell" in place of "[NAME OF JURISDICTION]"

Section 102.2.1. Added to read in its entirety:

Utilities. Every occupied structure shall be supplied with hot and cold water, and on-site sewage disposal service, heating capacity, and electricity, unless otherwise provided for by this code. Services not contracted by the occupant shall be the responsibility of the owner.

Section 102.2.2. Added to read in its entirety:

Utilities and services maintained. No person, except as provided herein, shall cause any of the following utilities, services, facilities or equipment to be shut off, disconnected, removed or otherwise terminated or interrupted when the utility, service, facility or equipment is being furnished to or used by another person:

1. Water

2. Sewer
3. Fuel
4. Heat
5. Hot Water
6. Electric
7. Ventilation or air conditioning

This section 102.2.2. shall not apply to a necessary temporary interruption of service required for maintenance, repair or replacement or to any temporary interruption needed to act upon an emergency or hazardous condition. Except as otherwise provided by law, any termination or interruption of water, sewer, gas or electric utility service for nonpayment of bills shall be deemed to be caused by the person who contracted with the utility for the service.

Section 102.2.3. Added to read in its entirety:

Dwellings. No person or persons shall occupy or allow the occupancy of any structure or vehicle which is not designed or constructed for approved residence purposes.

Section 102.3. Amended to read in its entirety:

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 building code, electrical code, plumbing code, mechanical code, national fire code and international fuel gas code which are being enforced on the date that this code is used.

Section 103.1. Amended to read in its entirety:

Code Official. The City building official or his or her designee shall be known as the code official for purposes of this code and shall be responsible for the implementation, administration, and enforcement of the provisions of this code.

Section 103.2. Deleted in its entirety.

Section 104.1. Amended to read in its entirety:

Fees. The fees for activities and services performed by the City in carrying out its responsibilities under this code shall be established by resolution of the City Council from time to time.

Section 106.1.1 Added to read in its entirety:

Appeal board. The board of appeals shall consist of the members of the City construction code board of appeals. All appeals shall be governed by the procedures for appeals to the construction code board of appeals.

Section 107.3. Amended to read in its entirety:

Municipal civil infraction. Any person who shall violate or fail to comply with a provision of this code, or who fails to comply with a notice of violation or order served under this code, shall be deemed responsible for a municipal civil infraction, subject to the penalties and remedies in section 107.4. The code official is authorized to issue municipal civil infraction citations or municipal civil infraction violations notices. Any corrective action taken or initiated by the City shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate, which costs and lien may be collected or enforced through a single lot special assessment or in any other manner authorized by law.

Section 107.4. Amended to read in its entirety:

Violation penalties. The penalty for a violation of this code shall be a civil fine of not less than \$50.00 plus costs and other sanctions, for each violation, and repeat offenses shall be subject to increased fines, all as set forth in section 1-11 of the City's Code of Ordinances, as amended. Each day that a violation continues shall be deemed a separate offense. The City may in a municipal civil infraction action initiated under this code request a court order to restrain, correct or abate a violation, to prevent occupancy of a building, structure or premises that is not in compliance with the provisions of this code, to stop an illegal act, conduct, business or utilization of a building, structure or premises, or to restrain or correct the erection, installation, maintenance, repair or alteration of a structure that is in violation of this code. The City may also seek injunctive or any other relief authorized by applicable law.

Section 107.3. Amended to read in its entirety:

Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be responsible for a municipal civil infraction and subject to a fine of not less than \$150 or more than \$500 and such other costs and expenses as provided for by law.

Section 109.2.2. Added to read in its entirety:

Vacancy maintained. Any structure that is vacant at the time a violation notice is issued for the shut-off of a required utility service or a hazardous, unsafe or unsanitary condition shall not be occupied until the cited violation has been corrected.

Section 109.4.2. Amended to read in its entirety:

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

- (1) Delivered personally; or
- (2) Sent by certified or first class mail addressed to the last known address and posted in a conspicuous place on or about the structure affected by the notice.

Municipal civil infraction citations shall be served in accordance with the City's Code of Ordinances, as amended.

Section 111.2.1. Added to read in its entirety:

Emergency Orders. If the code official determines that any emergency condition exists or is likely to exist, the code official shall immediately attempt to verbally inform the owner and all occupants of the structure of nature of the condition. The code official shall also immediately attempt to verbally order the responsible person or owner to correct the condition. Such an order shall be effective immediately. Written notice called for by this code shall be prepared and mailed to the owner and occupants as soon as practicable after the verbal notice is given (or attempted to be given). Failure to comply with any emergency order is a violation of this code.

Section 202. Amended to supplement, add, or replace the following definitions to read as follows:

ACCESSORY BUILDING. Any structure other than a principal building which is located upon the same property as the principal building, including, without limitation, garages and sheds.

BASEMENT. That portion of an enclosed space under a building which is partially or wholly below grade and which has poured concrete, block, stone or similar durable bearing walls and a poured concrete floor.

BASIC STRUCTURAL ELEMENT. The parts of a building which provide the principal strength, stability, integrity, shape and safety, including, without limitation, plates, studs, joints, joists, rafters, stringers, stairs, subflooring, flooring, sheeting, lathing, roofing, siding, window frames, door frames, porches, railings, eaves, chimneys, flashing, masonry and all other essential components.

CITY. The municipal corporation that is the City of Plainwell and includes all authorized agents of the City of Plainwell when acting within the scope of their authority.

DWELLING UNIT. A room, or rooms connected together, constituting a separate, independent housekeeping establishment for occupancy by one family, physically separated from any other rooms or dwelling units which may be in the same structure, and containing independent cooking, bathing room and sleeping facilities.

EMERGENCY. A condition of imminent danger calling for immediate action in order to avoid death, injury or illness to a human or the destruction or severe damage to real property or fixtures thereto.

FAMILY. A person living alone in a single dwelling unit or two or more persons whose domestic relationship is of a continuing, nontransient character and who reside together as a single house-keeping unit in one dwelling unit. This definition shall not include a collective

number of individuals occupying a motel, fraternity, sorority, society, club, boarding or lodging house, or any other collective number of individuals whose domestic relationship is of a transient or seasonal nature.

GOOD REPAIR. To be properly installed, stable and maintained sufficiently free of defects or deterioration so as to be functional for its present use and to be safe and sanitary.

GOOD WORKMANSHIP. Completing a task of construction, repair or replacement to commonly accepted industry standards, using materials, finishes and design equal to or equivalent to those being repaired or replaced. The result shall be free of defects, operate as intended and create no unsafe conditions.

INTERIOR FIXTURE. Those interior items and hardware which provide customary finished amenities and protection within a dwelling. Interior fixtures include, without limitation, doors, door knobs, latches, locks, hinges, handles, hooks, light fixtures, electric outlet or switch cover plates, vent or opening grates, railings and mirrors.

KITCHEN. A room used or intended to be used for the preparation of food or for both the preparation and consumption of food, but not for any other living or sleeping purposes.

ONE-FAMILY DWELLING. A building containing one dwelling unit.

SAFE. A condition which is not likely to do harm to humans or to real or personal property.

SANITARY. Free of grease, excrement, dirt, food residue, garbage, rust or similar matter which can harbor bacteria unsafe to humans or animals, or which produces strong odors, or which provides food for, or is an available source of food for, animals or insects.

STRUCTURE. Anything constructed or placed upon a property which is supported by the ground or which is supported by any other structure, but not a currently licensed vehicle.

TRASH. Waste materials and items which are broken or discarded and which are of little or no value, including, without limitation, plaster, paper, wrappings, plant cuttings, household furnishings, building materials, appliances, equipment, machinery, packing and clothing.

TWO-FAMILY DWELLING. A building containing two dwelling units.

UNSAFE. A condition which is reasonably likely to do harm to humans or property if not corrected or stopped.

VERMIN. Rodents, birds and insects which are destructive of real or personal property or injurious to health.

Section 301.1. Amended to read in its entirety:

Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of all buildings, structures, premises and accessory buildings, whether occupied or unoccupied.

Section 301.4. Added to read in its entirety:

Compliance. All buildings, structures, premises and accessory buildings, whether occupied or unoccupied, shall meet or exceed the standards of this code.

Section 302.1. Amended to read in its entirety:

Sanitation. All exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. Outdoor storage of material of value shall not be permitted on a front or side porch or deck. Material kept outside shall be stored in a safe and sanitary manner and shall not have openings which may provide harborage for vermin.

Section 302.3. Amended to read in its entirety:

Sidewalks and Driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of good repair, and maintained free from hazardous conditions. Stairs shall comply with the requirements of this code.

Section 302.4.:

6 inches to be inserted.

Section 302.8. Amended to read in its entirety:

Motor vehicles. Except as provided for in other regulations, no currently unregistered, unlicensed, or uninspected 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.

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, and all work is performed by the vehicle owner.

Section 302.10. Added to read in its entirety:

Steps and stairs. Exterior steps and stairs shall comply with the requirements of this code and any walkway, passageway or stairway with a vertical drop of more than eight inches shall be provided with a step or steps not greater than eight inches in height.

Section 302.11. Added to read in its entirety:

Trees and shrubs. Trees and shrubs shall be trimmed or removed as necessary to prevent potential damage or further damage to a structure, principal building, or accessory building.

Section 304.5.1. Added to read in its entirety:

Basement Floors. Basement floors shall be maintained in good repair.

Section 304.13.2. Amended to read in its entirety:

Operable windows. Every window, other than a fixed window, shall be maintained in good repair and easily operable and capable of being held in position by window hardware.

Section 304.14. Amended to read in its entirety:

Insect screens. From May 1 through October 31, a tight-fitting insect screen maintained in good repair shall be fit over every operable window. Doors used for natural ventilation shall be fitted with screen doors in good repair and shall have a self-closing device in good working order.

Section 304.15. Amended to read in its entirety:

Doors. All exterior doors and hardware shall be maintained in good repair. Locks at all entrances to dwelling units, rooming units and guest rooms shall tightly secure the door.

Section 304.20. Added to read in its entirety:

Exterior attachments. Exterior attachments to basic structural elements including, without limitation, gutters, downspouts, screening, vents, antennas, awnings, and utility connections shall be maintained in good repair.

Section 305.3. Amended to read in its entirety:

Interior surfaces, fixtures, and appliances. All interior surfaces, including windows and doors, all interior fixtures, and all appliances required by this code or otherwise present in the structure, shall be maintained in good repair, and kept in clean, operable and sanitary condition. Peeling, chipping, flaking or abraded paint, cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

Section 305.3.1. Added to read in its entirety:

Interior flooring. All floors in any room where a water faucet is present shall be protected by an unbroken waterproof or water-resistant covering such as water-resistant paint, tile, linoleum or carpet. Such coating or covering shall be maintained in good repair.

Section 305.5. Amended to read in its entirety:

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

with sufficient vertical balusters or masonry so that the narrow dimension of any opening below the guardrail is not greater than four inches.

Section 305.7. Added to read in its entirety:

Exits and egress. No marked exit shall be partially or totally blocked. An exit or egress from any space shall open easily and shall not have a dead bolt, or locking device that requires a key or knowledge of a combination lock or code to unlock from the inside. Hasp hardware is prohibited on any exit door.

Section 308.1. Amended to read in its entirety:

Accumulation of rubbish or garbage. All exterior property and premises, and the interior of every structure shall be free from any accumulation of rubbish or garbage. All trash and garbage shall be removed from a structure, yard or premises at least once per week.

Section 309.3. Amended to read in its entirety:

Single occupant. Unless otherwise provided for by this code, each occupant of a one-family dwelling shall be responsible for maintaining the standards set forth in this code for the structure and property.

Section 403.1. Amended to read in its entirety:

Habitable spaces. At least one required window or skylight in a habitable room must open safely, readily and directly to the outdoors, unless mechanical ventilation which meets the requirements of this section is provided. Any opening window or skylight shall be maintained in good repair. A permanently and properly installed mechanical cooling or fresh air ventilation system controlled by the occupants and maintained in good repair may be used in place of natural ventilation provided provisions for natural light are maintained, and further provided that required means of egress provisions are met as provided by the Building Code.

Section 506.1. Amended to read in its entirety:

General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system which is in good repair and free of leaks.

Section 602.1. Amended to read in its entirety:

Facilities required. Every occupiable structure shall have approved heating facilities installed as required by this section, and all facilities shall be maintained in good repair.

Section 602.2. Amended to read in its entirety:

Residential occupancies. Every dwelling shall be provided with approved heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit (20 degrees Celsius) in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used, nor

shall portable unvented fuel-burning space heaters be used, as a means to provide required heating.

Section 602.3. Amended to read in its entirety:

Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guest room on terms, either express or implied, to furnish heat to the occupants thereof shall supply sufficient heat during the period from October to May to maintain the room temperatures specified in section 602.2.

Section 602.4. Insert: "October 1" in place of "[DATE]" in the first instance and "May 1" in place of "[DATE]" in the second instance.

Section 605.1. Amended to read in its entirety:

Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner in good repair.

Section 605.2. Amended to read in its entirety:

Receptacles. Every habitable space shall contain at least two separate and remote duplex outlets (except that a fixed ceiling or wall light fixture activated by a switch may be substituted for one of the required duplex outlets). Kitchens shall contain at least two duplex wall outlets and at least one fixed overhead light fixture, switch activated. Bathrooms shall contain at least one duplex outlet and one fixed light fixture, switch activated. Laundry area duplex outlets shall be properly grounded. Any new duplex outlet required by this code and located within six feet of a sink or in a bathroom shall be a ground fault interceptor device. All electrical outlets and fixtures shall be maintained in good repair.

Section 701.1. Amended to read in its entirety:

Fire code. 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. The provisions in this chapter are intended to supplement the *International Fire Code*, as may be adopted by the City from time to time, and the *International Fire Code* shall govern in the event of a conflict.

Section 701.2. Amended to read in its entirety:

Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment as required by the *International Fire Code* and shall maintain such facilities and equipment in good repair. A person shall not occupy as owner-occupant, or permit another person to occupy, any structure that does not comply with this chapter or the *International Fire Code* as adopted.

Section 2. Repeal of Chapter 49. Chapter 49 Entitled “Dangerous Buildings” of the Code of Ordinances of the City of Plainwell is hereby repealed in its entirety. [note to codifier, Chapter 49 should be listed as “reserved”]

Section 3. Repeal of Chapter 50. Chapter 50 Entitled “Housing Code” of the Code of Ordinances of the City of Plainwell is hereby repealed in its entirety. [note to codifier, Chapter 50 should be listed as “reserved”]

Section 2. Repealer. All ordinances and resolutions or parts of ordinances and resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 3. Savings Clause. The provisions of this Ordinance are severable. If any part of this Ordinance is declared void or inoperable for any reason by a court of competent jurisdiction, such declaration does not void any or render inoperable other part or portion of this Ordinance.

Section 4. No Effect on Pre-Existing Proceedings. Nothing in this Ordinance or in the code hereby adopted shall be construed to affect any suit or proceeding pending 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; nor shall any just or legal right or remedy of any character be lost, impaired or affected by the adoption of this Ordinance.

Section 5. Effective Date. This Ordinance is effective ten (10) days following its publication in the manner permitted by law.

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED.

Brad Keeler
Mayor

JoAnn Leonard
City Clerk

CERTIFICATION

I hereby certify the foregoing to be a true copy of the amendment to the Code of Ordinances for the City of Plainwell, Allegan County, Michigan, adopted by the City Council for the City of Plainwell at the time, date and place as specified above, pursuant to the required statutory procedures.

Respectfully submitted,

JoAnn Leonard
City of Plainwell Clerk

DRAFT

2024

IPMC[®]



INTERNATIONAL **PROPERTY**
MAINTENANCE CODE[®]

INTERNATIONAL CODE COUNCIL



2024

IPMC[®]



INTERNATIONAL PROPERTY MAINTENANCE CODE[®]



INTERNATIONAL CODE COUNCIL



2024 International Property Maintenance Code®

First Printing: July 2023

ISBN: 978-1-959851-87-5 (soft-cover edition)

ISBN: 978-1-959851-88-2 (PDF download)

COPYRIGHT © 2023
by
INTERNATIONAL CODE COUNCIL, INC.

ALL RIGHTS RESERVED. This 2024 *International Property Maintenance Code*® is a copyrighted work owned by the International Code Council, Inc. (“ICC”). Without separate written permission from the ICC, no part of this publication may be reproduced, distributed or transmitted in any form or by any means, including, without limitation, electronic, optical or mechanical means (by way of example, and not limitation, photocopying or recording by or in an information storage and/or retrieval system). For information on use rights and permissions, please contact: ICC Publications, 4051 Flossmoor Road, Country Club Hills, Illinois 60478; 1-888-ICC-SAFE (422-7233); <https://www.iccsafe.org/about/periodicals-and-newsroom/icc-logo-license/>.

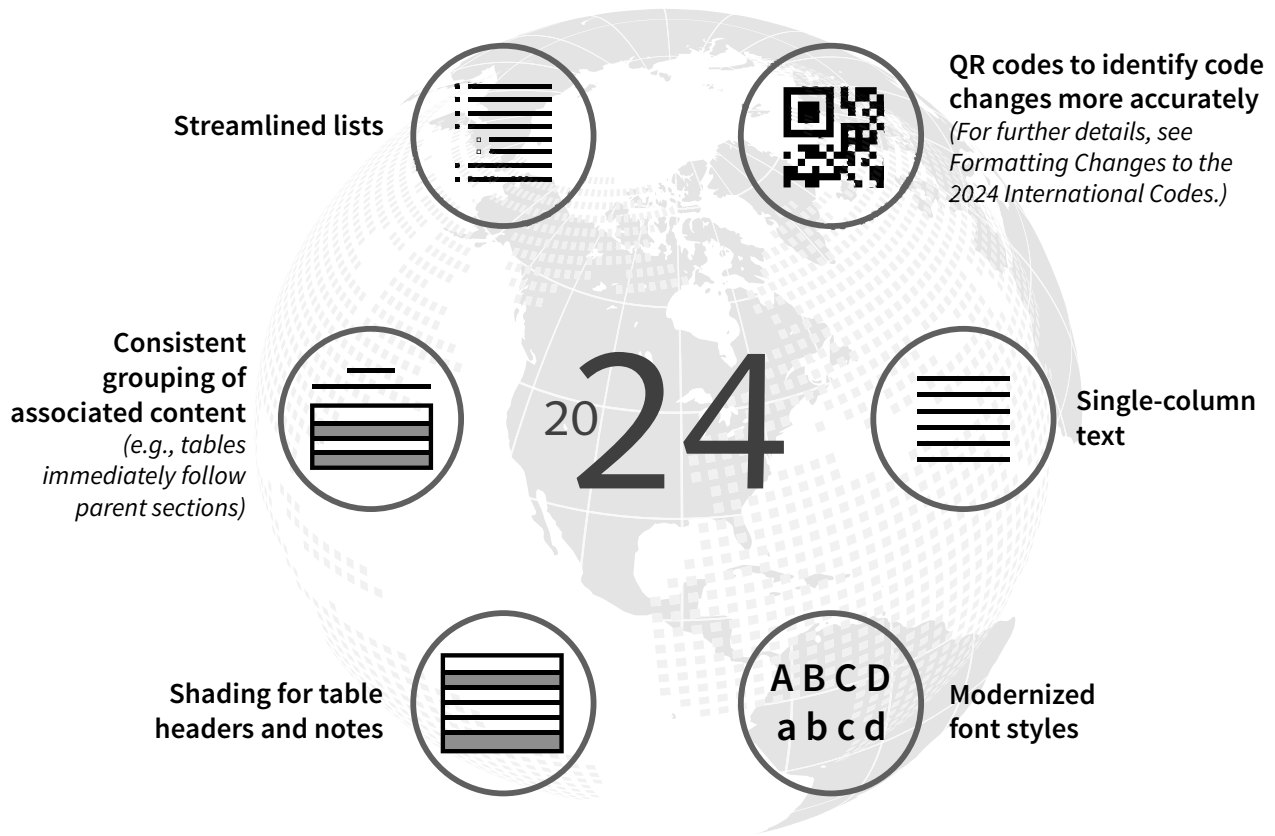
Trademarks: “International Code Council,” the “International Code Council” logo, “ICC,” the “ICC” logo, “International Property Maintenance Code,” “IPMC” and other names and trademarks appearing in this publication are registered trademarks of the International Code Council, Inc., and/or its licensors (as applicable), and may not be used without permission.

NEW DESIGN FOR THE 2024 INTERNATIONAL CODES



The 2024 International Codes® (I-Codes®) have undergone substantial formatting changes as part of the digital transformation strategy of the International Code Council® (ICC®) to improve the user experience. The resulting product better aligns the print and PDF versions of the I-Codes with the ICC’s Digital Codes® content.

The changes, promoting a cleaner, more modern look and enhancing readability and sustainability, include:



More information can be found at iccsafe.org/design-updates.



PREFACE

FORMATTING CHANGES TO THE 2024 INTERNATIONAL CODES

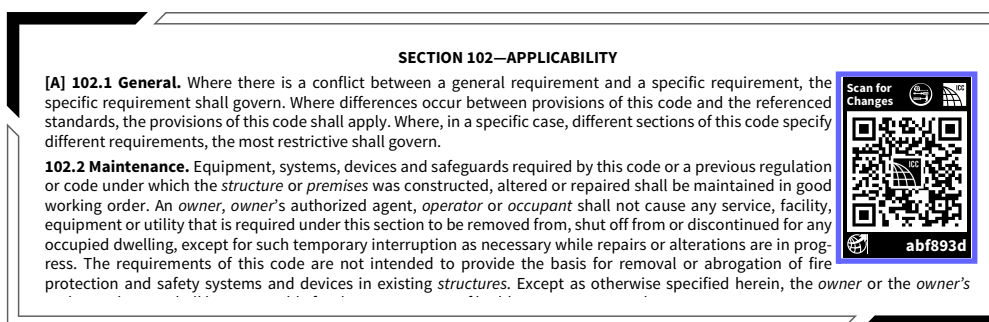
The 2024 International Codes® (I-Codes®) have undergone substantial formatting changes as part of the digital transformation strategy of the International Code Council® (ICC®) to improve the user experience. The resulting product better aligns the print and PDF versions of the I-Codes with the ICC’s Digital Code content. Additional information can be found at iccsafe.org/design-updates.

Replacement of Marginal Markings with QR Codes

Through 2021, print editions of the I-Codes identified technical changes from prior code cycles with marginal markings [solid vertical lines for new text, deletion arrows (➡), asterisks for relocations (*)]. The 2024 I-Code print editions replace the marginal markings with QR codes to identify code changes more precisely.

A QR code is placed at the beginning of any section that has undergone technical revision. If there is no QR code, there are no technical changes to that section.

In the following example from the 2024 *International Property Maintenance Code*® (IPMC®), a QR code indicates there are changes to Section 102 from the 2021 IPMC. Note that the change may occur in the main section or in one or more subsections of the main section.



To see the code changes, the user need only scan the QR code with a smart device. If scanning a QR code is not an option, changes can be accessed by entering the 7-digit code beneath the QR code at the end of the following URL: qr.iccsafe.org/ (in the above example, “qr.iccsafe.org/abf893d”). Those viewing the code book via PDF can click on the QR code.

All methods take the user to the appropriate section on ICC’s Digital Codes website, where technical changes from the prior cycle can be viewed. Digital Codes Premium subscribers who are logged in will be automatically directed to the Premium view. All other users will be directed to the Digital Codes Basic free view. Both views show new code language in blue text along with deletion arrows for deleted text and relocation markers for relocated text.

Digital Codes Premium offers additional ways to enhance code compliance research, including revision histories, commentary by code experts and an advanced search function. A full list of features can be found at codes.iccsafe.org/premium-features.

ACCESSING ADDITIONAL FEATURES VIA REGISTRATION OF BOOK

Beginning with the 2024 *International Mechanical Code*® (IMC®) and the 2024 *International Plumbing Code*® (IPC®), users will be able to validate the authenticity of their book and register it with the ICC to receive incentives. Digital Codes Premium (codes.iccsafe.org) provides advanced features and exclusive content to enhance code compliance. To validate and register, the user will tap the ICC tag (pictured here and located on the front cover) with a near-field communication (NFC) compatible device. Visit iccsafe.org/nfc for more information and troubleshooting tips regarding NFC tag technology.



ABOUT THE I-CODES

The 2024 I-Codes, published by the ICC, are 15 fully compatible titles intended to establish provisions that adequately protect public health, safety and welfare; that do not unnecessarily increase construction costs; that do not restrict the use of new materials, products or methods of construction; and that do not give preferential treatment to particular types or classes of materials, products or methods of construction.

The I-Codes are updated on a 3-year cycle to allow for new construction methods and technologies to be incorporated into the codes. Alternative materials, designs and methods not specifically addressed in the I-Code can be approved by the building official where the proposed materials, designs or methods comply with the intent of the provisions of the code.

The I-Codes are used as the basis of laws and regulations in communities across the US and in other countries. They are also used in a variety of nonregulatory settings, including:

- Voluntary compliance programs.
- The insurance industry.
- Certification and credentialing for building design, construction and safety professionals.

- Certification of building and construction-related products.
- Facilities management.
- “Best practices” benchmarks for designers and builders.
- College, university and professional school textbooks and curricula.
- Reference works related to building design and construction.

Code Development Process

The code development process regularly provides an international forum for building professionals to discuss requirements for building design, construction methods, safety, performance, technological advances and new products. Proposed changes to the I-Codes, submitted by code enforcement officials, industry representatives, design professionals and other interested parties are deliberated through an open code development process in which all interested and affected parties may participate.

Openness, transparency, balance, due process and consensus are the guiding principles of both the ICC Code Development Process and OMB Circular A-119, which governs the federal government’s use of private-sector standards. The ICC process is open to anyone without cost. Remote participation is available through *cdpAccess*[®], the ICC’s cloud-based app.

In order to ensure that organizations with a direct and material interest in the codes have a voice in the process, the ICC has developed partnerships with key industry segments that support the ICC’s important public safety mission. Some code development committee members were nominated by the following industry partners and approved by the ICC Board:

- American Gas Association (AGA)
- American Institute of Architects (AIA)
- American Society of Plumbing Engineers (ASPE)
- International Association of Fire Chiefs (IAFC)
- National Association of Home Builders (NAHB)
- National Association of State Fire Marshals (NASFM)
- National Council of Structural Engineers Association (NCSEA)
- National Multifamily Housing Council (NMHC)
- Plumbing Heating and Cooling Contractors (PHCC)
- Pool and Hot Tub Alliance (PHTA), formerly The Association of Pool and Spa Professionals (APSP)

Code development committees evaluate and make recommendations regarding proposed changes to the codes. Their recommendations are then subject to public comment and council-wide votes. The ICC’s governmental members—public safety officials who have no financial or business interest in the outcome—cast the final votes on proposed changes.

The I-Codes are subject to change through future code development cycles and by any governmental entity that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the ICC at iccsafe.org/products-and-services/i-codes/code-development/.

While the I-Code development procedure is thorough and comprehensive, the ICC, its members and those participating in the development of the codes expressly disclaim any liability resulting from the publication or use of the I-Codes, or from compliance or noncompliance with their provisions. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY, IS GIVEN WITH RESPECT TO THE I-CODES. The ICC does not have the power or authority to police or enforce compliance with the contents of the I-Codes.

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

In each cycle, proposed changes are considered by the Code Development Committee assigned to a specific code or subject matter. Committee Action Hearings result in recommendations regarding a proposal to the voting membership. Where changes to a code section are not considered by that code’s own committee, the code section is preceded by a bracketed letter designation identifying a different committee. Bracketed letter designations for the I-Code committees are:

- [A] = Administrative Code Development Committee
- [BE] = IBC—Egress Code Development Committee
- [BF] = IBC—Fire Safety Code Development Committee
- [BG] = IBC—General Code Development Committee
- [BS] = IBC—Structural Code Development Committee
- [E] = Developed under the ICC’s Standard Development Process
- [EB] = International Existing Building Code Development Committee
- [F] = International Fire Code Development Committee
- [FG] = International Fuel Gas Code Development Committee
- [M] = International Mechanical Code Development Committee

PREFACE

[P] = International Plumbing Code Development Committee

[SP] = International Swimming Pool and Spa Code Development Committee

For the development of the 2027 edition of the I-Codes, the ICC Board of Directors approved a standing motion from the Board Committee on the Long-Term Code Development Process to revise the code development cycle to incorporate two committee action hearings for each code group. This change expands the current process from two independent 1-year cycles to a single continuous 3-year cycle. There will be two groups of code development committees and they will meet in separate years. The current groups will be reworked. With the energy provisions of the *International Energy Conservation Code*® (IECC®) and Chapter 11 of the *International Residential Code*® (IRC®) now moved to the Code Council's Standards Development Process, the reduced volume of code changes will be distributed between Groups A and B.

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 Committee Action Hearings in different years, proposals for most codes will be heard by committees in both the 2024 (Group A) and the 2025 (Group B) code development cycles. It is very important that anyone submitting code change proposals understands which code development committee is responsible for the section of the code that is the subject of the code change proposal.

Please visit the ICC website at iccsafe.org/products-and-services/i-codes/code-development/current-code-development-cycle for further information on the Code Development Committee responsibilities as it becomes available.

Coordination of the I-Codes

The coordination of technical provisions allows the I-Codes to be used as a complete set of complementary documents. Individual codes can also be used in subsets or as stand-alone documents. Some technical provisions that are relevant to more than one subject area are duplicated in multiple model codes.

Italicized Terms

Words and terms defined in Chapter 2, Definitions, are italicized where they appear in code text and the Chapter 2 definitions apply. Although care has been taken to ensure applicable terms are italicized, there may be instances where a defined term has not been italicized or where a term is italicized but the definition found in Chapter 2 is not applicable. For example, Chapter 2 of the *International Building Code*® (IBC®) contains a definition for “*Listed*” that is applicable to equipment, products and services. The term “*listed*” is also used in that code to refer to a list of items within the code or within a referenced document. For the latter, the Chapter 2 definition would not be applicable.

Adoption of International Code Council Codes and Standards

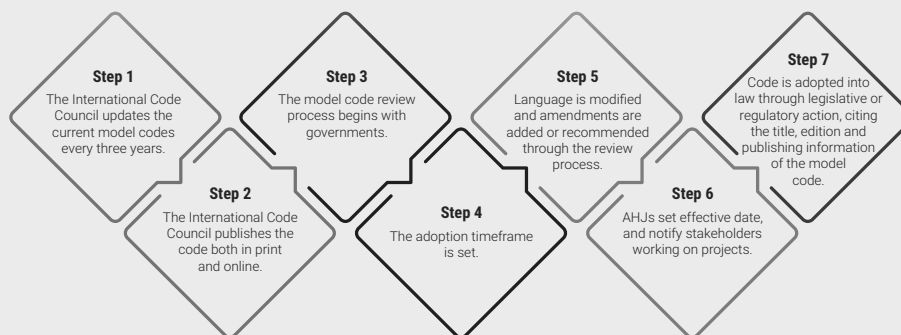
The International Code Council maintains a copyright in all of its codes and standards. Maintaining copyright allows the Code Council to fund its mission through sales of books in both print and digital format. The Code Council welcomes incorporation by reference of its codes and standards by jurisdictions that recognize and acknowledge the Code Council's copyright in the codes and standards, and further acknowledge the substantial shared value of the public/private partnership for code development between jurisdictions and the Code Council. By making its codes and standards available for incorporation by reference, the Code Council does not waive its copyright in its codes and standards.

The Code Council's codes and standards may only be adopted by incorporation by reference in an ordinance passed by the governing body of the jurisdiction. “Incorporation by reference” means that in the adopting ordinance, the governing body cites only the title, edition, relevant sections or subsections (where applicable), and publishing information of the model code or standard, and the actual text of the model code or standard is not included in the ordinance (see graphic, “Adoption of International Code Council Codes and Standards”). The Code Council does not consent to the reproduction of the text of its codes or standards in any ordinance. If the governing body enacts any changes, only the text of those changes or amendments may be included in the ordinance.



ADOPTION OF INTERNATIONAL CODE COUNCIL CODES AND STANDARDS INCORPORATED BY REFERENCE

What does “incorporate by reference” mean? If a governmental agency or authority having jurisdiction (AHJ) over code adoption wishes to adopt a model code for legislative or regulatory purposes, it will enact an ordinance, regulation or law to incorporate by reference (IBR) the relevant code. The actual text of the model code is not included in the law, but the enacting law will include the full text of any changes or amendments enacted by the legislative body of the AHJ.



23-2259

The Code Council also recognizes the need for jurisdictions to make laws accessible to the public. Accordingly, all I-Codes and I-Standards, along with the laws of many jurisdictions, are available to view for free at codes.iccsafe.org/codes/i-codes. These documents may also be purchased, in both digital and print versions, at shop.iccsafe.org.

To facilitate adoption, some I-Code sections contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For example, the IPMC contains:

- Section 101.1. Insert: **[NAME OF JURISDICTION]**
- Section 103.1. Insert: **[NAME OF DEPARTMENT]**
- Section 302.4. Insert: **[JURISDICTION TO 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]**

For further information or assistance with adoption, including a sample ordinance, jurisdictions should contact the Code Council at incorporation@iccsafe.org.

For a list of frequently asked questions (FAQs) addressing a range of foundational topics about the adoption of model codes by jurisdictions and to learn more about the Code Council’s code adoption resources, scan the QR code or visit iccsafe.org/code-adoption-resources.



INTRODUCTION TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

The IPMC establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions. 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 2024 IPMC

Before applying the requirements of the IPMC, it is beneficial to understand its arrangement and format. The IPMC, like other codes published by the ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection.

PREFACE

The following table shows how the IPMC is divided. The chapter synopses detail the scope and intent of the provisions of the IPMC.

CHAPTER TOPICS	
CHAPTERS	SUBJECTS
1	Scope and 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
Appendix A	Boarding Standard
Appendix B	Board of Appeals

Chapter 1 Scope and Administration.

Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the design professional, contractor and property owner.

Chapter 2 Definitions.

Chapter 2 is the repository of the definitions of terms used in the body of the code. The user of the code should be familiar with and consult this chapter because the definitions are essential to the correct interpretation of the code and because the user may not be aware that a term is defined.

Chapter 3 General Requirements.

Chapter 3 includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure. Chapter 3 provides specific criteria for regulating the maintenance of specific building components; vacant structures and land; interior and exterior of structures and all exterior property areas; and accessory structures. This chapter also contains requirements for protective barriers, and gates therein, for swimming pools, spas and hot tubs.

Chapter 4 Light, Ventilation and Occupancy Limitations.

Chapter 4 establishes the minimum environment for occupiable and habitable buildings through light and ventilation criteria and occupancy limitations based on room width, area and ceiling height.

Chapter 5 Plumbing Facilities and Fixture Requirements.

Chapter 5 establishes requirements 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. Chapter 5 establishes these minimum criteria to verify that sanitary and clean conditions related to plumbing systems and facilities are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements.

Chapter 6 establishes minimum criteria for the installation and maintenance of the following components and systems within existing buildings: 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.

Chapter 7 addresses fire hazards associated with a building's occupancy and provides minimum requirements for fire safety issues most likely to arise in older buildings. This chapter also 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 8 Referenced Standards.

Chapter 8 lists all of the product and installation standards and codes that are referenced throughout Chapters 1 through 7 and includes identification of the promulgators and the section numbers in which the standards and codes are referenced. As stated in Section 102.8, these standards and codes become an enforceable part of the code (to the prescribed extent of the reference) as if printed in the body of the code.

Appendix A Boarding Standard.

The provisions in Appendix A are not mandatory unless specifically referenced in the adopting ordinance. This appendix provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality.

Appendix B Board of Appeals.

Appendix B contains the provisions for appeal and the establishment of a board of appeals. The provisions include the application for an appeal, the makeup of the board of appeals and the conduct of the appeal process.

RELOCATION OF TEXT OR TABLES

The following table indicates relocation of sections and tables in the 2024 edition of the IPMC from the 2021 edition.

RELOCATION	
2024 LOCATION	2021 LOCATION
105.2.1.4	106.3.1
105.2.2	106.2
105.2.2.6	106.6
105.2.3	106.1
105.6.4	106.3.2
105.8	106.5
105.8.1	106.4
106	107
107	109
108	110
109	111
110	112
111	113

CONTENTS

CHAPTER 1 SCOPE AND ADMINISTRATION	9	CHAPTER 6 MECHANICAL AND ELECTRICAL REQUIREMENTS	31
<i>PART 1—SCOPE AND APPLICATION</i>	9	601 General	31
101 Scope and General Requirements	9	602 Heating Facilities	31
102 Applicability	9	603 Mechanical Equipment	31
<i>PART 2—ADMINISTRATION AND ENFORCEMENT</i>	10	604 Electrical Facilities	32
103 Code Compliance Agency	10	605 Electrical Equipment	32
104 Fees	10	606 Elevators, Escalators and Dumbwaiters	33
105 Duties and Powers of the Code Official	10	607 Duct Systems	33
106 Means of Appeals	12	CHAPTER 7 FIRE SAFETY REQUIREMENTS	34
107 Violations	12	701 General	34
108 Stop Work Order	13	702 Means of Egress	34
109 Unsafe Structures and Equipment	13	703 Fire-Resistance Ratings	34
110 Emergency Measures	15	704 Fire Protection Systems	35
111 Demolition	15	705 Carbon Monoxide Alarms and Detection	38
CHAPTER 2 DEFINITIONS	17	CHAPTER 8 REFERENCED STANDARDS	39
201 General	17	APPENDIX A BOARDING STANDARD	41
202 General Definitions	17	A101 General	41
CHAPTER 3 GENERAL REQUIREMENTS	20	A102 Materials	41
301 General	20	A103 Installation	41
302 Exterior Property Areas	20	A104 Referenced Standard	42
303 Swimming Pools, Spas and Hot Tubs	21	APPENDIX B BOARD OF APPEALS	43
304 Exterior Structure	21	B101 General	43
305 Interior Structure	23	INDEX	45
306 Component Serviceability	23		
307 Handrails and Guardrails	25		
308 Rubbish and Garbage	25		
309 Pest Elimination	25		
310 Accessibility	25		
311 Storm Shelters	25		
CHAPTER 4 LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS	26		
401 General	26		
402 Light	26		
403 Ventilation	26		
404 Occupancy Limitations	27		
CHAPTER 5 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS	29		
501 General	29		
502 Required Facilities	29		
503 Toilet Rooms	29		
504 Plumbing Systems and Fixtures	29		
505 Water System	30		
506 Sanitary Drainage System	30		
507 Storm Drainage	30		

SCOPE AND ADMINISTRATION

User notes:**About this chapter:**

Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application (Sections 101 and 102) and Part 2—Administration and Enforcement (Sections 103–111). Section 101 identifies which buildings and structures come under its purview and references other I-Codes as applicable.

This code is intended to be adopted as a legally enforceable document and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the property owner and building occupants.

Sections 105 and 106 have been extensively reorganized for the 2024 edition. For clarity, the relocation marginal markings have not been included. For complete information, see the Relocations table in the Preface information of this code.

QR code use:

A QR code is placed at the beginning of any section that has undergone technical revision. To see those revisions, scan the QR code with a smart device or enter the 7-digit code beneath the QR code at the end of the following URL: qr.iccsafe.org/ (see Formatting Changes to the 2024 International Codes for more information).

PART 1 — SCOPE AND APPLICATION**SECTION 101—SCOPE AND GENERAL REQUIREMENTS**

[A] 101.1 Title. These regulations shall be known as the *Property Maintenance Code* of [NAME OF JURISDICTION], 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* and constitute minimum requirements and standards for *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.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

[A] 101.3 Purpose. The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general 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 reasonable minimum level of health, safety and general welfare 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.

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. An *owner, owner’s authorized agent, operator* or *occupant* shall not 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* or *insanitary*.



SCOPE AND ADMINISTRATION

[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.

102.6 Structural analysis. Where structural analysis is used to assess a potentially unsafe structural condition, the analysis shall be permitted to use nominal strengths, nominal loads, load effects, required strengths and limit states in accordance with the requirements under which the *structure* was constructed or in accordance with any subsequent requirement.

[A] 102.7 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] 102.8 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 102.8.1 and 102.8.2.

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] 102.8.1 Conflicts. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] 102.8.2 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] 102.9 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, *structure* or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] 102.10 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] 102.11 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—CODE COMPLIANCE AGENCY

[A] 103.1 Creation of agency. The [INSERT NAME OF DEPARTMENT] is hereby created and the official in charge thereof shall be known as the *code official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

[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 *code official*, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

SECTION 104—FEES

[A] 104.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority.

104.2 Refunds. The *code official* is authorized to establish a refund policy.

SECTION 105—DUTIES AND POWERS OF THE CODE OFFICIAL



[A] 105.1 General. The *code official* is hereby authorized and directed to enforce the provisions of this code.

[A] 105.2 Determination of compliance. The code official shall have the authority to determine compliance with this code, to render interpretations of this code and to adopt policies and procedures in order to clarify the application of this code's provisions. Such interpretations, policies and procedures:

1. Shall be in compliance with the intent and purpose of this code.
2. Shall not have the effect of waiving requirements specifically provided for in this code or other applicable codes and ordinances.

[A] 105.2.1 Technical assistance. To determine compliance with this code, the code official is authorized to require the owner or owner's authorized agent to provide a technical opinion and report.

[A] 105.2.1.1 Cost. A technical opinion and report shall be provided without charge to the jurisdiction.

[A] 105.2.1.2 Preparer qualifications. The technical opinion and report shall be prepared by a qualified engineer, specialist, laboratory or specialty organization acceptable to the code official. The code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

[A] 105.2.1.3 Content. The technical opinion and report shall analyze the properties of the design, operation or use of the building or premises and the facilities and appurtenances situated thereon to identify and propose necessary recommendations.

[A] 105.2.1.4 Test methods. Where there is insufficient evidence of compliance with the provisions of this code, the code official shall have the authority to require tests as evidence of compliance. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized test standards, the *code official* shall approve the testing procedures. Such tests shall be performed by a party acceptable to the code official.

[A] 105.2.2 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative is not specifically prohibited by this code and has been *approved*.

Exception: Performance-based alternative materials, designs or methods of construction and equipment complying with the *International Code Council Performance Code*.

[A] 105.2.2.1 Approval authority. An alternative material, design or method of construction shall be approved where the code official finds that the proposed alternative is satisfactory and complies with Sections 105.2.2 through 105.2.2.7, as applicable.

[A] 105.2.2.2 Application and disposition. Where required, a request to use an alternative material, design or method of construction shall be submitted in writing to the code official for approval. 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] 105.2.2.3 Compliance with code intent. An alternative material, design or method of construction shall comply with the intent of the provisions of this code.

[A] 105.2.2.4 Equivalency criteria. An alternative material, design or method of construction shall, for the purpose intended, be not less than the equivalent of that prescribed in this code with respect to all of the following, as applicable:

1. Quality.
2. Strength.
3. Effectiveness.
4. Durability.
5. Safety, other than fire safety.
6. Fire safety.

[A] 105.2.2.5 Tests. Tests conducted to demonstrate equivalency in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict performance of the end use configuration. Tests shall be performed by a party acceptable to the code official.

[A] 105.2.2.5.1 Fire tests. Tests conducted to demonstrate equivalent fire safety in support of an alternative material, design or method of construction application shall be of a scale that is sufficient to predict fire safety performance of the end use configuration. Tests shall be performed by a party acceptable to the building official.

[A] 105.2.2.6 Reports. Supporting documentation, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall comply with Sections 105.2.2.6.1 and 105.2.2.6.2.

[A] 105.2.2.6.1 Evaluation reports. Evaluation reports shall be issued by an approved agency and use of the evaluation report shall require approval by the code official for the installation. The alternate material, design or method of construction and product evaluated shall be within the scope of the code official's recognition of the approved agency. Criteria used for the evaluation shall be identified within the report and, where required, provided to the code official.

[A] 105.2.2.6.2 Other reports. Reports not complying with Section 105.2.2.6.1 shall describe criteria, including but not limited to any referenced testing or analysis, used to determine compliance with code intent and justify code equivalence. The report shall be prepared by a qualified engineer, specialist, laboratory or specialty organization acceptable to the building official. The code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

[A] 105.2.2.7 Peer review. The code official is authorized to require submittal of a peer review report in conjunction with a request to use an alternative material, design or method of construction, prepared by a peer reviewer that is approved by the code official.

[A] 105.2.3 Modifications. Where 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, provided that the *code official* shall first find that special individual reasons make the strict letter of this code impractical, and that the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety or structural requirements. The details of the written request for and action granting modifications shall be recorded and entered in the files of the department of building safety.

[A] 105.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *code official* has reasonable cause to believe that there exists in a *structure* or on any *premises* a condition that is contrary to or in violation of this code that makes the structure or premises unsafe, dangerous or hazardous, the *code official* is authorized to enter the *structure* or *premises* at all reasonable times to inspect or perform the duties imposed by this code. If such *structure* or *premises* is occupied, the *code*

SCOPE AND ADMINISTRATION

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* 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 every remedy provided by law to secure entry.

105.3.1 Warrant. Where the code official has first obtained a proper inspection warrant or other remedy provided by law to secure entry, an owner, the owner's authorized agent, occupant or *person* having charge, care or control of the structure or premises shall not fail or neglect, after proper a request is made as herein provided, to permit entry therein by the code official for the purposes of inspection and examination pursuant to this code.

[A] 105.4 Identification. The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] 105.5 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code, in accordance with Section 107.

[A] 105.6 Official records. The *code official* shall keep official records as required by Sections 105.6.1 through 105.6.5. Such official records shall be retained for not less than 5 years or for as long as the building or structure to which such records relate remains in existence, unless otherwise provided by other regulations.

[A] 105.6.1 Approvals. A record of approvals shall be maintained by the code official and shall be available for public inspection during business hours in accordance with applicable laws.

[A] 105.6.2 Inspections. The code official shall have the authority to conduct 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 shall keep a record of each inspection made, including notices and orders issued, showing the findings and disposition of each.

[A] 105.6.3 Code alternatives and modifications. Application for alternative materials, design and methods of construction and equipment in accordance with Section 105.2.2; modifications in accordance with Section 105.2.3; and documentation of the final decision of the code official for either shall be in writing and shall be retained in the official records.

[A] 105.6.4 Tests. The code official shall keep a record of tests conducted to comply with Sections 105.2.1.4 and 105.2.2.5.

[A] 105.6.5 Fees. The code official shall keep a record of fees collected and refunded in accordance with Section 104.

[A] 105.7 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered personally liable, either civilly or criminally, and is hereby relieved from personal liability for any damage accruing to *persons* or property as a result of an act or by reason of any act or omission in the discharge of official duties.

[A] 105.7.1 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 or other laws or ordinances implemented through the enforcement 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] 105.8 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] 105.8.1 Materials and equipment reuse. Materials, equipment and devices shall not be reused unless such elements are in good working condition and approved.

106—MEANS OF APPEALS



106.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

[A] 106.2 Limitations of authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code.

106.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training on matters pertaining to the provisions of this code and are not employees of the jurisdiction.

106.4 Administration. The *code official* shall take action without delay in accordance with the decision of the board.

107—VIOLATIONS

[A] 107.1 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] 107.2 Notice of violation. The *code official* shall serve a notice of violation or order in accordance with Section 109.4.

[A] 107.3 Prosecution of violation. Any *person* failing to comply with a notice of violation or order served in accordance with Section 109.4 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the *structure* in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate.

[A] 107.4 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] 107.5 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*.

108—STOP WORK ORDER

[A] 108.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in an unsafe manner, the *code official* is authorized to issue a stop work order.

[A] 108.2 Issuance. The 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* performing 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] 108.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] 108.4 Failure to comply. Any *person* who shall continue any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.



109—UNSAFE STRUCTURES AND EQUIPMENT

109.1 Unsafe conditions. 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.

109.1.1 Unsafe structures. An unsafe *structure* is one that is found to be hazardous 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 dangerous.

109.1.2 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* that 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*.

109.1.3 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.

109.1.4 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.

109.1.5 Hazardous structure or premises. For the purpose of this code, any *structure* or *premises* that has any or all of the conditions or defects described as follows shall be considered to be hazardous:

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 building, *structure* or portion thereof that is dangerous.
4. The building or *structure*, or any portion thereof, is clearly unsafe for its use and *occupancy*.
5. 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.



SCOPE AND ADMINISTRATION

6. 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.
7. 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.
8. 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.
9. 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.

109.2 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.

109.2.1 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 102.8 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.

109.3 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.

109.4 Notice. 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 109.4.1 and 109.4.2 to the *owner* or the *owner's* authorized agent, for the violation as specified in this code. Notices for *condemnation* procedures shall comply with this section.

109.4.1 Form. Such notice 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 107.3.

109.4.2 Method of service. Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally.
2. A copy is sent by certified or registered mail addressed to the *owner* at the last known address with the return receipt requested.
3. A copy is delivered in any other manner as prescribed by local law.

If the certified or registered letter 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. Service of such notice in the foregoing manner upon the *owner's* agent or upon the *person* responsible for the *structure* shall constitute service of notice upon the *owner*.

109.5 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*.

109.6 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 accept-

ing the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

109.7 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. Such notice shall be posted in a conspicuous place in or about the *structure* affected by such notice. If the notice pertains to equipment, it shall be placed on the *condemned* equipment.

109.7.1 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.

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

109.9 Restoration or abatement. The *structure* or equipment determined to be unsafe by the *code official* is permitted to be restored to a safe condition. The *owner*, *owner's* authorized agent, *operator* or *occupant* of a *structure*, *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. To the extent that repairs, alterations, or additions are made or a change of *occupancy* occurs during the restoration of the *structure*, such repairs, alterations, additions, or change of *occupancy* shall comply with the requirements of the *International Existing Building Code*.

110—EMERGENCY MEASURES

110.1 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.

110.2 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.

110.3 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.

110.4 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.

110.5 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.

110.6 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.

111—DEMOLITION

111.1 General. When the *code official* determines any structure is so old, dilapidated or has become so out of repair and is dangerous, unsafe, insanitary and otherwise unfit for human habitation or occupancy the *code official* can order either of the following:

1. The *code official* is permitted to authorize the *owner* or *owner's* authorized agent to make the structure safe by repairs in order to make the structure safe and sanitary. Where there has been a cessation of construction repairs of any structure for a period of more than 2 years the structure will be ordered demolished and removed.
2. The *code official* is permitted to order the *owner* or *owner's* authorized agent to demolish and remove any such structure.

111.2 Notices and orders. Notices and orders shall comply with Section 109.4.

111.3 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



SCOPE AND ADMINISTRATION

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.

111.4 Salvage materials. Where 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.

User notes:**About this chapter:**

Codes, by their very nature, are technical documents. Every word, term and punctuation mark can add to or change the meaning of a technical requirement. It is necessary to maintain a consensus on the specific meaning of each term contained in the code. Chapter 2 performs this function by stating clearly what specific terms mean for the purpose of the code.

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*.

[A] APPROVED AGENCY. An established and recognized organization that is regularly engaged in conducting tests, furnishing inspection services or furnishing product evaluation or certification where such organization has been approved by the *code official*.

BASEMENT. That portion of a building that 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.

[BS] DANGEROUS. Any building, structure or portion thereof that meets any of the conditions described below shall be deemed dangerous:

1. The building or structure has collapsed, has partially collapsed, has moved off its foundation or lacks the necessary support of the ground.
2. There exists a significant risk of collapse, detachment or dislodgment of any portion, member, appurtenance or ornamentation of the building or structure under permanent, routine or frequent loads, or under snow, wind, rain, flood, earthquake or other environmental loads when such loads are imminent.

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.

[A] 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.



DEFINITIONS

[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 said lot or lots.

EMERGENCY ESCAPE AND RESCUE OPENING. An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

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*.

[A] 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 that does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition that 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 that 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, *approved* 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* that 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.

[A] PEER REVIEW. An independent and objective technical review conducted by an approved third party.

[A] 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.

[SP] POWER SAFETY COVER. A pool cover that is placed over the water area and is opened and closed with a motorized mechanism activated by a control switch.

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

[A] PUBLIC WAY. Any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

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.

[SP] SAFETY COVER. A structure, fabric or assembly, along with attendant appurtenances and anchoring mechanisms, that is temporarily placed or installed over an entire pool, spa or hot tub and secured in place after all bathers are absent from the water.

[A] 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*.

[BS] STORM SHELTER. A building, structure or portion thereof, constructed in accordance with ICC 500, designated for use during hurricanes, tornadoes or other severe windstorms.

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.

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 that 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*.

GENERAL REQUIREMENTS

User notes:

About this chapter:

Chapter 3 is broad in scope and includes a variety of requirements for the maintenance of exterior property areas, as well as the interior and exterior elements of the structure, 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. Specifically, Chapter 3 contains criteria for the maintenance of building components; vacant structures and land; the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; extermination of insects and rodents; access barriers to swimming pools, spas and hot tubs; vehicle storage and owner/occupant responsibilities.

SECTION 301—GENERAL



301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements and the code under which the building was constructed, except as otherwise provided for in this code. The owner or owner's agent shall be responsible to ensure that any repairs, additions or alterations to the building or portion thereof are performed or constructed in accordance with the *International Building Code, International Residential Code or International Existing Building 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 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 [JURISDICTION TO INSERT HEIGHT IN INCHES]. 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 107.3 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 on 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 sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not 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. A person shall not 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 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. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.



Exceptions:

1. Spas or hot tubs equipped with a lockable safety cover that complies with ASTM F1346.
2. Private swimming pools equipped with a power safety cover that complies with ASTM F1346 and is in working condition using the control switch.

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 Potentially unsafe conditions. The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the *International Existing Building Code*, the *International Residential Code* or the *International Building Code*:

1. Structural members have *deterioration* or distress that appears to reduce their load-carrying capacity.
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations has *deterioration* or distress that appears to reduce its load-carrying capacity.
3. Structures or components thereof have *deterioration* or distress that appears to reduce their load-carrying capacity.
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 watertight.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.

GENERAL REQUIREMENTS

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 weathertight.

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 [DATE] to [DATE], every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of 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 an individual *dwelling unit, rooming unit* or *housekeeping unit* that is rented, leased or *let* where equipped with a deadbolt lock, the deadbolt shall be 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 Potentially unsafe conditions. The following conditions shall be considered to be potentially unsafe, shall be assessed and shall be addressed in compliance with the *International Existing Building Code*, the *International Residential Code* or the *International Building Code*:

1. Structural members have *deterioration* or distress that appears to reduce their load-carrying capacity.
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations has *deterioration* or distress that appears to reduce its load-carrying capacity.
3. *Structures* or components thereof have *deterioration* or distress that appears to reduce their load-carrying capacity.
4. 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.
5. 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 where *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 Potentially 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 considered to be unsafe and shall be addressed in compliance with the *International Existing Building Code*, the *International Residential Code* or the *International Building Code*:

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.



GENERAL REQUIREMENTS

- 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.
- 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.
 - 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.
 - 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.
 - 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.
 - 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.
 - 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 Handrails. Stairs having more than four risers shall have a handrail on one side of the stair.

307.1.1 Height. 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.

307.2 Guards. *Guards* shall be provided along open-sided walking surfaces, including balconies, porches, decks, stairs, ramps and landings, that are more than 30 inches (762 mm) above the floor or grade below.

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

307.2.1 Height. *Guards* shall be not less than 30 inches (762 mm) high.



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 reinfestation.

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*.

SECTION 310—ACCESSIBILITY

310.1 General. A facility that is required to be accessible shall be maintained accessible during *occupancy*.

310.1.1 Maintenance. The accessible features of a facility shall be maintained in good repair, in a clean, structurally sound and sanitary condition, and free from impediments to accessibility.



SECTION 311—STORM SHELTERS

311.1 General. Community *storm shelters* shall be evaluated, maintained and repaired in accordance with this section and ICC 500.

311.2 Evaluation. Community *storm shelters* shall be evaluated annually and when requested by the authority having jurisdiction in accordance with ICC 500.

311.3 Maintenance and repairs. Community *storm shelters* shall be maintained in an operable condition. All structural and operational elements shall be repaired or replaced in accordance with ICC 500 where damaged or found to be inoperable.

LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

User notes:

About this chapter:

Chapter 4 sets forth requirements to establish the minimum environment for occupiable and habitable buildings by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding.

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, or not less than 25 square feet (2.33 m²), whichever is greater. 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*, interior and 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. 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.

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 not greater than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a 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. In one- and two-family dwellings, rooms occupied exclusively for *bathrooms*, *toilet rooms* and laundry rooms having a minimum ceiling height of 6 feet 8 inches (2033 mm).
4. 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 Habitable room requirements. Every habitable room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every habitable room 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.

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a,b}	120	120	150
Dining room ^{a,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.



LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

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 190 square feet (17.7 m²). A unit occupied by three *occupants* shall have a minimum clear floor area of 260 square feet (24.2 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. 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.

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

User notes:

About this chapter:

Chapter 5 establishes minimum sanitary and clean conditions in occupied buildings by containing requirements for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal systems and related plumbing fixtures. Chapter 5 includes requirements for providing potable water to a building and the basic fixtures to effectively utilize and dispose of that water.

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.

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

[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 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.

[P] 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.

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

[P] 505.5 Nonpotable water reuse systems. Nonpotable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Section 505.5.1.

[P] 505.5.1 Abandonment of systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the *owner* ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of the *International Plumbing Code*.

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.

MECHANICAL AND ELECTRICAL REQUIREMENTS

User notes:**About this chapter:**

Chapter 6 establishes minimum performance requirements for heating, electrical and mechanical facilities serving existing structures, such as 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.

SECTION 601—GENERAL

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

601.2 Responsibility. The *owner* of the *structure* shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A *person* shall not occupy as *owner-occupant* or permit another *person* to occupy any *premises* 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. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

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

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from [DATE] to [DATE] to maintain a 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 [DATE] to [DATE] 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 center of each exterior wall.

SECTION 603—MECHANICAL EQUIPMENT

603.1 Mechanical equipment and appliances. Mechanical equipment, 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 combustible 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.

MECHANICAL AND ELECTRICAL REQUIREMENTS

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

SECTION 604—ELECTRICAL FACILITIES

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

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

Exceptions: 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 not more than 600 volts or less.
2. Busway, rated not more than 600 volts.
3. Panelboards, rated not more than 600 volts.
4. Switchboards, rated not more than 600 volts.
5. Fire pump controllers, rated not more than 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 dumbwaiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, 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.

606.3 Private residence elevators. Requirements for private residence elevators shall be in accordance with Sections 606.3.1 through 606.3.3.

606.3.1 General. The maintenance of elevators in private residences shall conform to Section 5.3 of ASME A17.1/CSA B44.

606.3.2 Hoistway enclosures. Hoistway enclosures shall comply with Section 5.3.1.1 of ASME A17.1/CSA B44.

606.3.3 Hoistway Opening Protection. Hoistway landing doors for private residence elevators shall comply with Sections 5.3.1.8.1 through 5.3.1.8.3 of ASME A17.1/CSA B44 or Sections 10.1.4.1 through 10.1.4.3 of ASME A17.3.



SECTION 607—DUCT SYSTEMS

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

607.2 Clothes dryer exhaust duct system maintenance. The lint trap, mechanical and heating components, and the exhaust duct system of a clothes dryer shall undergo periodic removal of accumulations of lint in accordance with the manufacturer's operating instructions to prevent obstruction of exhaust air and products of combustion.



FIRE SAFETY REQUIREMENTS

User notes:

About this chapter:

Chapter 7 establishes fire safety requirements for existing structures by providing requirements for means of egress, including path of travel, required egress width, means of egress doors and emergency escape openings, and for the maintenance of fire-resistance-rated assemblies, fire protection systems, and carbon monoxide alarm and detection systems.

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



[BE] 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 code under which the building was constructed.

[BE] 702.2 Aisles. The required width of aisles in accordance with the code under which the building was constructed shall be unobstructed.

[BE] 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*.

[BE] 702.4 Emergency escape and rescue openings. Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

1. Required *emergency escape and rescue openings* shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over *emergency escape and rescue openings* provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with Section 907.2.11 of the *International Building Code*. 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

[BF] 703.1 Fire-resistance-rated assemblies. The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

[BF] 703.2 Unsafe conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 115.1.1 of the *International Fire Code*. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, *structure* or portion thereof presents an *imminent danger* to the *occupants* of the building, *structure* or portion thereof, the *fire code official* shall act in accordance with Section 115.2 of the *International Fire Code*.

[BF] 703.3 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the *owner* and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the *owner* unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with *approved* methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of *approved* construction meeting the fire protection requirements for the assembly.

[BF] 703.3.1 Fire blocking and draft stopping. Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

[BF] 703.3.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with *approved* smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

[BF] 703.3.3 Fire walls, fire barriers, and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with *approved* doors or fire dampers shall be maintained in accordance with NFPA 80.

[BF] 703.4 Opening protectives. Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the *approved* third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

[BF] 703.4.1 Signs. Where required by the *code official*, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR – KEEP CLOSED.

[BF] 703.4.2 Hold-open devices and closers. Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

[BF] 703.4.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

[BF] 703.5 Ceilings. The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

[BF] 703.6 Testing. Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

[BF] 703.7 Vertical shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the *International Fire Code*. New floor openings in existing buildings shall comply with the *International Building Code*.

[BF] 703.8 Opening protective closers. Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

SECTION 704—FIRE PROTECTION SYSTEMS

[F] 704.1 Inspection, testing and maintenance. Fire protection and life safety systems shall be maintained in accordance with the *International Fire Code* in an operative condition at all times, and shall be replaced or repaired where defective.

[F] 704.1.1 Fire protection and life safety systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code the *International Fire Code* and the *International Building Code*.

[F] 704.1.2 Required fire protection and life safety systems. Fire protection and life safety systems required by this code, the *International Fire Code* or the *International Building Code* shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception or reduction to the provisions of this code, the *International Fire Code* or the *International Building Code* has been granted shall be considered to be a required system.

[F] 704.1.3 Fire protection systems. Fire protection systems shall be inspected, maintained and tested in accordance with the following *International Fire Code* requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.13.5.
3. Automatic water mist extinguishing systems, see Section 904.11.3.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.
13. Single- and multiple-station smoke alarms, see Section 907.2.9.2.



FIRE SAFETY REQUIREMENTS

14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.22.
16. Wet-chemical extinguishing systems, see Section 904.5.
17. Duct and air transfer openings, see Section 706.1.

[F] 704.2 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing systems	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Fire dampers	NFPA 80
Smoke dampers	NFPA 105
Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

[F] 704.2.1 Records. Records shall be maintained of all system inspections, tests and maintenance in accordance with Section 109.3 of the *International Fire Code*.

[F] 704.2.2 Records information. Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

[F] 704.3 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire *code official* shall be notified immediately and, where required by the fire *code official*, either the building shall be evacuated or an *approved* fire watch shall be provided for all *occupants* left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one *approved* means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected *premises* and keeping watch for fires. Actions shall be taken in accordance with Section 901.7 of the *International Fire Code* to bring the systems back in service.

Exception: Facilities with an *approved* notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

[F] 704.3.1 Emergency impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the *International Fire Code*.

[F] 704.4 Removal of or tampering with equipment. It shall be unlawful for any *person* to remove, tamper with or otherwise disturb any fire protection or life safety system required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

[F] 704.4.1 Removal of or tampering with appurtenances. Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire *code official* shall not be removed, unlocked, destroyed or tampered with in any manner.

[F] 704.4.2 Removal of existing occupant-use hose lines. The fire *code official* is authorized to permit the removal of existing *occupant-use* hose lines where all of the following apply:

1. The installation is not required by the *International Fire Code* or the *International Building Code*.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

[F] 704.4.3 Termination of monitoring service. For fire alarm systems required to be monitored by the *International Fire Code*, notice shall be made to the fire *code official* whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

[F] 704.5 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] 704.5.1 Fire department connection access. Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be *approved* by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be *approved* by the fire chief and maintained operational at all times.

[F] 704.5.2 Clear space around connections. A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

[F] 704.6 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 704.6.1 through 704.6.3.

[F] 704.6.1 Where required. Existing Group I-1 and R *occupancies* shall be provided with single-station smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3.

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] 704.6.1.1 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] 704.6.1.2 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] 704.6.1.3 Installation near cooking appliances. Smoke alarms shall be installed a minimum of 10 feet (3.0 m) horizontally from a permanently installed cooking appliance.

Exception: *Smoke alarms shall be permitted to be installed a minimum of 6 feet (1.8 m) horizontally from a permanently installed cooking appliance where necessary to comply with Section 704.6.1.1 or 704.6.1.2.*

[F] 704.6.1.4 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 704.6.1.1 or 704.6.1.2.

[F] 704.6.2 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.
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] 704.6.3 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

FIRE SAFETY REQUIREMENTS

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 construction is not 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] 704.6.4 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 907.6.6 of the *International Fire Code*.

[F] 704.7 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions and this code.

[F] 704.7.1 Replacement. Smoke alarms shall be replaced where any of the following apply:

1. The smoke alarm fails to respond to operability tests.
2. Where the smoke alarm exceeds 10 years from the date of manufacture marked on the unit, unless an earlier replacement is specified in the manufacturer's instructions.
3. The smoke alarm end-of-life signal is sounded.
4. The smoke alarm date of manufacturer cannot be determined.

SECTION 705—CARBON MONOXIDE ALARMS AND DETECTION



[F] 705.1 General. Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the *International Fire Code*, except that alarms in dwellings covered by the *International Residential Code* shall be installed in accordance with Section R315 of that code.

[F] 705.2 Carbon monoxide alarms and detectors. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 72. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

REFERENCED STANDARDS

User notes:

About this chapter:

This code contains numerous references to standards promulgated by other organizations that are used to provide requirements for materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in this code. These standards, in essence, are part of this code to the extent of the reference to the standard.

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 102.8.

ASME

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

ASME A17.1—2022/CSA B44—2022: Safety Code for Elevators and Escalators

606.1

ASME A17.3-2020: Safety Code for Existing Elevators and Escalators

606.3.3

ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700, West Conshohocken, PA 19428-2959

F1346—1991 (2018): Standard Performance Specification 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

IBC—24: International Building Code®

102.3, 201.3, 304.1.1, 305.1.1, 306.1.1, 401.3, 604.3.1.1, 604.3.2.1, 702.3, 704.4.2

ICC 500—2020: ICC/NSSA Standard for the Design and Construction of Storm Shelters

202, 311.1, 311.2, 311.3

IEBC—24: International Existing Building Code®

102.3, 201.3, 304.1.1, 305.1.1, 306.1.1

IECC—24: International Energy Conservation Code®

102.3

IFC—24: International Fire Code®

102.3, 201.3, 604.3.1.1, 702.1, 702.2, 704.1, 704.1.2, 704.1.3, 704.3, 704.3.1, 704.4.2, 704.4.3, 704.5.1, 704.6.4, 705.1

IFGC—24: International Fuel Gas Code®

102.3, 201.3

IMC—24: International Mechanical Code®

102.3, 201.3

IPC—24: International Plumbing Code®

102.3, 201.3, 502.5, 505.1, 505.5.1, 602.2, 602.3

IRC—24: International Residential Code®

102.3, 201.3

IZC—24: International Zoning Code®

102.3, 201.3

NFPA

National Fire Protection Association
1 Batterymarch Park, Quincy, MA 02169-7471

10—22: Standard for Portable Fire Extinguishers

Table 704.2

12—22: Standard on Carbon Dioxide Extinguishing Systems

Table 704.2

REFERENCED STANDARDS

12A—22: Standard on Halon 1301 Fire Extinguishing Systems

Table 704.2

17—2021: Standard for Dry Chemical Extinguishing Systems

Table 704.2

17A—2021: Standard for Wet Chemical Extinguishing Systems

Table 704.2

25—23: Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems

Table 704.2

70—23: National Electrical Code

102.3, 201.3, 604.2

72—22: National Fire Alarm and Signaling Code

Table 704.2

80—22: Standard for Fire Doors and Other Opening Protectives

703.3.3, 703.4, Table 704.2

105—22: Standard for Smoke Door Assemblies and Other Opening Protectives

703.3.2, Table 704.2

204—21: Standard for Smoke and Heat Venting

Table 704.2

750—23: Standard on Water Mist Fire Protection Systems

Table 704.2

2001—22: Standard on Clean Agent Fire Extinguishing Systems

Table 704.2

UL

268—2016: Smoke Detectors for Fire Alarm Systems—with revisions through July 2016

704.6.4

Underwriters Laboratories, LLC
333 Pfingsten Road, Northbrook, IL 60062

APPENDIX

A

BOARDING STANDARD

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

User notes:

About this appendix: Appendix A provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality. These requirements also provide a reasonable means to eliminate having to approve numerous methods or materials for the boarding and securing of a structure. It is important to note that the provisions of Appendix A are not mandatory unless specifically referenced in the adopting ordinance of the authority having jurisdiction.

Code development reminder: Code change proposals to sections in this appendix will be considered by the IPMC Code Development Committee during the 2025 (Group B) Code Development Cycle.

SECTION 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.

SECTION A102—MATERIALS

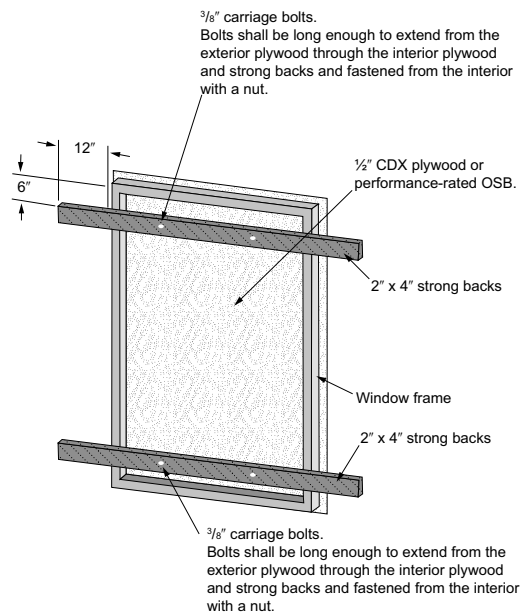
A102.1 Boarding sheet material. Boarding sheet material shall be minimum $\frac{1}{2}$ -inch-thick (12.7 mm) wood structural panels complying with the *International Building Code*.

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*.

SECTION A103—INSTALLATION

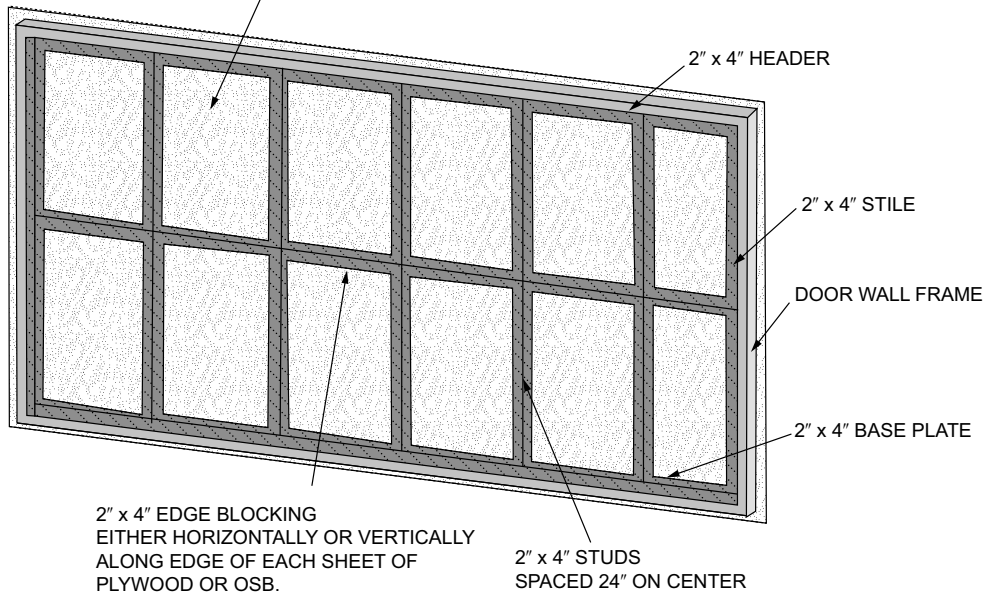
A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

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

For SI: 1 inch = 25.4 mm.

FIGURE A103.1(2)—BOARDING OF DOOR WALL

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" O.C.



For SI: 1 inch = 25.4 mm.

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 predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at 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 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.

SECTION A104—REFERENCED STANDARD

A104.1 Referenced standards. Table A104.1 lists the standard that is referenced in various sections of this appendix. The standard is listed herein by 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 102.8.

TABLE A104.1—REFERENCED STANDARD

STANDARD ACRONYM	STANDARD NAME	SECTIONS HEREIN REFERENCED
IBC—24	<i>International Building Code</i>	A102.1, A102.2, A102.3

BOARD OF APPEALS

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

User notes:

About this appendix: Appendix B provides criteria for Board of Appeals members. Also provided are procedures by which the Board of Appeals should conduct its business.

Code development reminder: Code change proposals to this appendix will be considered by the Administrative Code Development Committee during the 2025 (Group B) Code Development Cycle.

SECTION B101—GENERAL

B101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of this code pursuant to the provisions of Section 106 (Means of Appeals). The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the *code official* pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

B101.2 Application for appeal. Any person shall have the right to appeal a decision of the *code official* to the board. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the *code official* within 20 days after the notice was served.

B101.2.1 Limitation of authority. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

B101.2.2 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 board.

B101.3 Membership of the board. The board shall consist of five voting members appointed by the chief appointing authority of the jurisdiction. Each member shall serve for [INSERT NUMBER OF YEARS] years or until a successor has been appointed. The board member's terms shall be staggered at intervals, so as to provide continuity. The *code official* shall be an ex officio member of said board but shall not vote on any matter before the board.

B101.3.1 Qualifications. The board shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

B101.3.2 Alternate members. The chief appointing authority is authorized to appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for the same term or until a successor has been appointed.

B101.3.3 Vacancies. Vacancies shall be filled for an unexpired term in the same manner in which original appointments are required to be made.

B101.3.4 Chairperson. The board shall annually select one of its members to serve as chairperson.

B101.3.5 Secretary. The chief appointing authority shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings which shall set forth the reasons for the board's decision, the vote of each member, the absence of a member and any failure of a member to vote.

B101.3.6 Conflict of interest. A member with any personal, professional or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations and voting on such matters.

B101.3.7 Compensation of members. Compensation of members shall be determined by law.

B101.3.8 Removal from the board. A member shall be removed from the board prior to the end of their terms only for cause. Any member with continued absence from regular meeting of the board may be removed at the discretion of the chief appointing authority.

B101.4 Rules and procedures. The board shall establish policies and procedures necessary to carry out its duties consistent with the provisions of this code and applicable state law. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be presented.

B101.5 Notice of meeting. The board shall meet upon notice from the chairperson, within 10 days of the filing of an appeal or at stated periodic intervals.

B101.5.1 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard.



APPENDIX B—BOARD OF APPEALS

B101.5.2 Quorum. Three members of the board shall constitute a quorum.

B101.5.3 Postponed hearing. When five members are 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.

B101.6 Legal counsel. The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

B101.7 Board decision. The board shall only modify or reverse the decision of the *code official* by a concurring vote of three or more members.

B101.7.1 Resolution. The decision of the board shall be by resolution. Every decision shall be promptly filed in writing in the office of the *code official* within three days and shall be open to the public for inspection. A certified copy shall be furnished to the appellant or the appellant's representative and to the *code official*.

B101.7.2 Administration. The *code official* shall take immediate action in accordance with the decision of the board.

B101.8 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.

INDEX

Access

- Emergency egress 702
- From bedrooms 404.4.2
- Plumbing fixtures, access for cleaning 504.2
- To public way 702.1
- Toilet room as passageway 503.1
- Water closet 404.4.3

Adjacent

- Privacy (hotel units, rooming units) 404.1

Administration

- Scope 101.2

Air

- Combustion air 603.5

Aisles

- Minimum width 702.2

Alteration

- Applicability of other codes 102.3
- Inspection 105.2
- Prosecution 107.3
- Unlawful acts 107.1

Anchor

- Anchored, definition 202
- Architectural trim 304.8
- Signs, marquees and awnings 304.9
- Unsafe conditions 304.1.1

Anchored 202, 304.1.1, 305.1.1

Appeal

- Application 106.2
- Board of appeals 108.1
- Hearing, emergency orders 110.6
- Membership 108.1
- Notice of appeal 106.2
- Records 105.6
- Right to appeal 106.2

Appliance

- Cooking 403.3, 602.2
- Mechanical 603.1

Applicability

- Application of references 102.10
- General 102.1
- Other laws 102.11
- Referenced codes and standards 102.8

Approval

- Alternatives 105.2.2
- Authority 105.1, 105.2.2
- Modifications 105.2.3
- Research reports 105.2.2.6
- Used material and equipment 105.8.1

Approved

- Alternative materials, methods and equipment 105.2.2
- Definition 202
- Energy conservation devices 603.6
- Garbage storage facilities 308.3.1
- Modifications 105.2.3
- Used materials and equipment 105.8.1

Artificial

- Lighting of habitable rooms 401.3
- Lighting of other spaces 402.3

Automobile

- Motor vehicles 302.8

Awning

- Signs, marquees and awnings 304.9

Balcony

- Handrails and guardrails 304.12

Basement

- Definition 202
- Hatchways 304.16
- Windows 304.17

Bathroom

- Common bathrooms 502.3, 503.1
- Hotels 502.3
- Lighting 605.3
- Locks 503.1
- Outlets required 605.2
- Privacy 503.1
- Ventilation 403.2

Bathtub

- Dwelling units 502.1
- Rooming houses 502.2
- Sewage system 506.1
- Water system 505.1
- Water-heating facilities 505.4

Bedroom 202

Boarding

- Boarding standard Appendix A

Boiler

- Unsafe equipment 109.1.2

Capacity

- Heating facilities 602.2, 602.3, 602.4

Carbon Monoxide Alarms and Detection

- Installation 705.1
- Maintenance 705.2

Ceiling

- Basement rooms 404.3
- Fire-resistance ratings 703.1
- Interior surfaces 305.3
- Minimum height 404.3
- Sleeping rooms 404.3

Change, Modify

- Application of other codes 102.3

Chimney

- Exterior structure 304.11
- Flue 603.2, 603.3

Cleaning

- Access for cleaning 504.2
- Disposal of garbage 308.3
- Disposal of rubbish 308.2
- Interior and exterior sanitation 308.1
- Interior surfaces 305.3
- Plumbing facilities, maintained 504.1
- Required plumbing facilities 502
- Responsibility of persons 305.1
- Trash containers 308.3.2
- Vacant structures and land 301.3

Clearance

- Heating facilities 603.3
- Plumbing fixtures 504.2

Closing

- Streets 110.3
- Vacant structures 109.2

Clothes Dryer

- Exhaust 403.5

Code Official

- Condemnation 109.1
- Demolition 111
- Duties 105
- Emergency order 110
- Enforcement authority 105.1

- Failure to comply with demolition order 111.3

- Identification 105.3
- Inspections 105.2
- Liability, relief of personal 105.7
- Membership of board of appeals 108.1
- Notice of violation 105.5, 106
- Official records 105.6
- Personal liability 105.7
- Placarding 109.7
- Prosecution 107.3
- Removal of placard 109.7.1
- Right of entry 105.3
- Transfer of ownership 109.6
- Vacant structures 109.2
- Voting of appeals board 108.1

Combustion

- Combustion air 603.5

Component Serviceability

- Unsafe conditions 306.1.1

Condemn 109.1, 109.2, 109.4, 109.7, 109.7.1, 109.8, 202

Condemnation

- Closing of vacant structures 109.2
- Failure to comply 111.3
- General 109.1
- Notices and orders 109.2, 109.3
- Placarding 109.7
- Removal of placard 109.7.1

Conflict

- Conflict of interest 109.1.3
- Violations 107.1

Connection

- Sewage system 506.1
- Water heating 505.4
- Water system 505.1

Construction

- Existing structures 101.2

Container

- Garbage 308.3.2
- Rubbish storage 308.2.1

Continuous

- Unobstructed egress 702.1

Control

- Rodent control 302.5, 304.5
- Safety controls 603.4
- Weed 302.4

Cooling

- Cooling towers 304.11

Corridor

- Accumulation of rubbish 308.1
- Light 402.2
- Lighting fixtures 605.3
- Obstructions 702.1, 702.2
- Ratings maintained 703

Cost of Such Demolition or Emergency Repairs 202

Damp, Dampness

- Roofs 304.7
- Window, door frames 304.13

Dangerous 102.4, 109.1.1, 110.1, 111.1, 202

Dangerous, Hazardous

- Condemnation 109.1
- Demolition 111
- Electrical hazards 604.3, 604.3.1
- Existing remedies 102.4

INDEX

- Imminent danger 202
- Unsafe equipment 109.1.2
- Unsafe structures or premises 109.1.5
- Decks**
 - Handrails and guardrails 304.12
 - Maintenance 304.2, 304.10
- Demolition**
 - Existing remedies 102.4
 - Failure to comply 111.3
 - General 111
 - Order 111.2
 - Salvage materials 111.4
- Detached** 109.1.5, 202, 306.1.1
- Detectors**
 - Smoke 704
- Deterioration**
 - Components of systems 306.1.1
 - Definition 202
 - Exterior structure 304.1.1
 - Exterior walls 304.6
- Direct**
 - Egress 702.1
- Disposal**
 - Disposal of garbage 308.3
 - Disposal of rubbish 308.2
- Door**
 - Exit doors 702.3
 - Fire 703.2
 - Hardware 304.15
 - Insect screens 304.14
 - Interior surfaces 305.3
 - Locks 304.15, 702.3
 - Maintenance 304.13, 304.15
 - Weather tight 304.13
 - Window and door frames 304.13
- Dormitory (Rooming House, Hotel, Motel)**
 - Locked doors 702.3
 - Privacy 503.1, 503.2
- Draft Stopping**
 - Maintenance 703.3.1
- Drain, Drainage**
 - Basement hatchways 304.16
 - Plumbing connections 506
 - Storm drainage 507
- Duct**
 - Duct systems 607
 - Exhaust duct 304.9
- Dust**
 - Process ventilation 403.4
- Dwelling**
 - Cleanliness 305.1, 308.1
 - Definition 202
 - Electrical 604.1
 - Heating facilities 602
 - Required facilities 502
- Dwelling Unit** 202
- Easement** 202
- Egress**
 - Aisles 702.2
 - Emergency escape 702.4
 - General 702.1
 - Lighting 402.2
 - Locked doors 702.3
 - Obstructions prohibited 702.1
 - Stairs, porches and railings 304.10, 305.4, 305.5, 307.1
- Electric, Electrical Equipment**
 - Abatement of hazards, fire exposure 604.3.2
 - Abatement of hazards, water exposure 604.3.1
 - Condemnation 109.1
 - Electrical equipment 604.3.1.1
 - Facilities required 604.1
 - Hazards 604.3
 - Installation 605.1
 - Lighting fixtures 605.3
 - Receptacles 604.3, 605.2
 - Responsibility 601.2
 - Service 604.2
- Elevator, Escalators, Dumbwaiters**
 - Condemnation 109.1
 - General 606.1
 - Maintenance 606.1, 606.2
- Emergency**
 - Emergency escape openings 702.4
 - Emergency measures 110
 - Emergency Orders 110.1
- Emergency Escape and Rescue Opening** 202, 702.4
- Enforcement**
 - Duties and powers 105
 - Scope 101.2
- Equipment**
 - Alternative 105.2.2
 - Combustion air 603.5
 - Condemnation 109.1.2, 109.3
 - Electrical installation 605.1
 - Emergency order 110.1
 - Energy conservation devices 603.6
 - Installation 603.1
 - Interior structure 305.1
 - Placarding 109.7, 109.8
 - Prohibited use 109.8
 - Responsibility 601.2
 - Safety controls 603.4
 - Scope 101.2
 - Scope, mechanical and electrical 601.1
 - Support, definition 202
 - Unsafe 109.1.2
 - Used 105.8.1
- Equipment Support** 202
- Exhaust**
 - Clothes dryer 403.5
 - Exhaust ducts 304.9
 - Process ventilation 403.4
- Existing**
 - Remedies 102.4
 - Scope 101.2
 - Structural members 304.1.1, 304.4
 - Structures 101.3
- Exterior**
 - Decorative features 304.8
 - Exterior structure 304
 - Exterior walls 304.6
 - Painting 304.2, 304.6
 - Rodent harborage 302.5, 304.5
 - Sanitation 304.1
 - Scope 301.1
 - Stair 304.10
 - Street numbers 304.3
 - Unsafe conditions 304.1.1
 - Weathertight 304.13
- Exterior Property** 202, 301.1, 302
- Fan**
 - Exhaust vents 302.6
- Fees, Expenses, Cost**
 - Closing vacant structures 109.2
 - Demolition 111.1, 111.3, 111.4
 - Extermination 309.2, 309.3, 309.4, 309.5
 - General 104.1
 - Relief from personal liability 105.7
- Fence**
 - Accessory 302.7
 - Maintenance 304.2
- Fire**
 - Blocking maintenance 703.3.1
- Fire Department**
 - Connection access 704.5.1, 704.5.2
 - Connections 704.5
- Fire Protection Systems**
 - Emergency impairments 704.3.1
 - Equipment 704.4, 704.4.1, 704.4.2
 - Inspection 704.1, 704.1.3, 704.2
 - Installation 704.1.1
 - Maintenance 704.1, 704.1.3, 704.2
 - Out of service 704.3
 - Records of maintenance 704.2.1
 - Required systems 704.1.2, 704.2.2
 - Smoke alarms 704.6
 - Smoke detections systems 704.6.4
 - Termination of service 704.4.3
 - Testing 704.1, 704.1.3, 704.2
- Fire-Resistance Ratings**
 - Ceilings 703.5
 - Draft stopping 703.3.1
 - Fire barriers 703.3.3
 - Fire blocking 703.3.1
 - Fire partitions 703.3.3
 - Fire walls 703.3.3
 - Maintenance 703.3
 - Opening protective 703.4
 - Shafts 703.7
 - Smoke barriers 703.3.2
 - Smoke partitions 703.3.2
 - Unsafe conditions 703.2
- Flammable Liquid**
 - Containers 109.1.2
- Floor, Flooring**
 - Area for sleeping purposes 404.4.1
 - Fire-resistance ratings 703.1
 - Interior surfaces 305.1, 305.3
 - Space requirements 404.4.1, 404.6
- Food Preparation**
 - Cooking equipment 403.3
 - Sanitary condition 305.1, 404.7
 - Ventilation 403.4
- Foundation**
 - Condemnation 109.1.1
 - Foundation walls 304.5
 - Unsafe conditions 304.1.1, 305.1.1
- Frame**
 - Window and door frames 304.13
- Garbage** 308
- Gas**
 - Energy conservation devices 603.6
 - Exhaust vents 302.6
- Glazing**
 - Materials 304.13.1
- Grade**
 - Drainage 302.2, 507

- Guard**
 - Anchorage and maintenance 304.12
 - Basement windows 304.18.2
 - Definition 202
- Habitable**
 - Definition 202
 - Light 402
 - Minimum ceiling height 404.3
 - Minimum room width 404.2
 - Required plumbing facilities 502
 - Residential heating facilities 602.2, 602.3
 - Space requirements 404.4.1
 - Ventilation 403
- Habitable Space** 402.1, 403.1, 404.4.2, 605.2
- Handrails and Guardrails**
 - Handrails 304.12, 305.5, 307.1
 - Stairs and porches 304.10
- Hardware**
 - Door hardware 304.15, 702.3
 - Openable windows 304.13.2
- Heat, Heating**
 - Energy conservation devices 603.6
 - Fireplaces 603.1
 - Heating 603.1
 - Mechanical equipment 603.1
 - Required capabilities 602
 - Residential heating 602.2, 602.3
 - Supply 602.3
 - Water heating facilities 505.4
 - Water system 505
- Height**
 - Minimum ceiling height 404.3
- Historic Building**
- Hotels, Rooming Houses and Dormitory Units, Motels**
 - Definition 202
 - Locked doors 702.3
 - Required facilities 502
 - Toilet rooms 503
- Housekeeping Unit**
 - Definition 202
- Identification**
 - Code official 105.4
- Imminent Danger** 110.1, 703.2, B101.2.2
- Infestation**
 - Condemnation 109.1.3
 - Definition 202
 - Insect and rodent 302.5, 304.14, 309.1
- Inoperable Motor Vehicle** 202
- Insects**
 - Infestation 309.1
 - Insect screens 304.14
 - Pest elimination 309
- Inspections**
 - General 105.2
 - Right of entry 105.3
- Inspector**
 - Identification 105.4
 - Inspection 105.2
 - Records 105.6
- Intent**
 - Code 101.3
- Interior**
 - Interior structure 305
 - Interior surfaces 305.3
 - Means of egress 702
- Sanitation 305.1
- Unsafe conditions 305.1.1
- Jurisdiction**
 - Title 101.1
- Kitchen**
 - Electrical outlets required 605.2
 - Minimum width 404.2
 - Prohibited use 404.4.4
 - Room lighting 605.3
 - Water heating facilities 505.4
- Labeled** 202, 403.5, 603.2, 603.6
- Landing**
 - Handrails and guards 304.12, 305.5, 306.1
 - Maintenance 304.10, 305.4
- Laundry**
 - Room lighting 605.3
 - Water-heating facilities 505.4
- Lavatory**
 - Hotels 502.3
 - Required facilities 502
 - Rooming houses 502.2
 - Sanitary drainage system 506
 - Water system 505
 - Water-heating facilities 505.4
- Lease (Sell, Rent)**
 - Heat supplied 602.3
 - Salvage materials 111.4
 - Transfer of ownership 109.6
- Let for Occupancy or Let** 202
- Lien**
 - Closing of vacant structures 109.2
 - Demolition 111.3
 - Failure to comply 111.3
- Light, Lighting**
 - Common halls and stairways 402.2, 605.3
 - General 402
 - Habitable rooms 402.1
 - Kitchen 605.3
 - Laundry rooms 605.3
 - Luminaires 605.3
 - Other spaces 402.3
 - Responsibility 401.2
 - Scope 101.2
 - Toilet rooms 605.3
- Living Room**
 - Room area 404.4.1
- Load, Loading**
 - Elevators, escalators and dumbwaiters 606.1
 - Handrails and guardrails 304.12, 305.5
 - Live load 304.4, 305.2
 - Stairs and porches 304.10, 305.2
 - Structural members 304.4, 305.2
- Maintenance**
 - Required 102.2
- Material**
 - Alternative 105.2.2
 - Salvage 111.4
 - Used 105.8.1
- Means of Egress** 109.1.5, 304.15, 402.2, 702.1, 702.3, 704.6.1.1
- Mechanical**
 - Installation 603.1
- Responsibility 601.2
- Scope 601.1
- Ventilation, general 403
- Ventilation, toilet rooms 403.2
- Minimum**
 - Ceiling height 404.3
 - Room area 404.4.1
 - Room width 404.2
- Modification**
 - Approval 105.2.3
- Motor Vehicles**
 - Inoperative 302.8
 - Painting 302.8
- Natural**
 - Lighting 401.3, 402
 - Ventilation 401.3, 403
- Neglect** 109.1.5, 202
- Notices and Orders**
 - Appeal 106.2
 - Form 109.4.1
 - Method of service 109.4.2
 - Orders 106
 - Owner, responsible person 109.4
 - Placarding of structure 109.7
 - Transfer of ownership 109.6
 - Unauthorized tampering 109.5
 - Vacating structure 109.2
- Noxious**
 - Process ventilation 403.4
 - Weeds 302.4
- Nuisance**
 - Closing of vacant structures 109.2
- Obstruction**
 - Light 402.1
 - Right of entry 105.3
- Occupancy** 202
- Occupant Openable**
 - Locked doors 702.3
 - Windows 304.13.2, 403.1
- Openable Area** 202, 403.1
- Opening Protectives**
 - Closers 703.8
 - Door operation 703.4.3
 - Hold-open devices 703.4.2
 - Maintenance 703.4
 - Signs 703.4.1
 - Testing 703.6
- Operator**
 - Definition 202
- Ordinance, Rule**
 - Applicability 102
 - Application for appeal 106.2
- Outlet**
 - Electrical 605.2
- Owner**
 - Closing of vacant structures 109.2
 - Definition 202
 - Demolition 111
 - Failure to comply 111.3
 - Insect and rat control 302.5, 309.2, 309.4
 - Notice 109.4, 109.3
 - Pest elimination 309.2
 - Placarding of structure 109.7
 - Responsibility 301.2
 - Responsibility, fire safety 701.2

INDEX

- Responsibility, light, ventilation 401.2
- Responsibility, mechanical and electrical 601.2
- Responsibility, plumbing facilities 501.2
- Right of entry 105.3
- Rubbish storage 308.2.1
- Scope 101.2
- Transfer of ownership 109.6
- Passageway**
 - Common hall and stairway 402.2
 - Interior surfaces 305.3
 - Toilet rooms, direct access 503.1
- Peer Review** 105.2.2.7, 202
- Penalty**
 - Placarding of structure 109.7
 - Prohibited occupancy 109.8
 - Removal of placard 109.7.1
 - Scope 101.2
 - Violations 107.4
- Person** 202
- Pest Elimination**
 - Condemnation 109.1
 - Definition 202
 - Insect and rodent control 302.5, 304.5, 304.14, 309.1
 - Pest elimination 309.1
 - Responsibility of owner 301.2, 309.2
 - Responsibility of tenant-occupant 309.3, 309.4, 309.5
- Placard, Post**
 - Closing 109.2
 - Condemnation 109.1
 - Demolition 111
 - Emergency, notice 110.1
 - Notice to owner 109.4, 109.3
 - Placarding of structure 109.7
 - Prohibited use 109.8
 - Removal 109.7.1
- Plumbing**
 - Clean and sanitary 504.1
 - Clearance 504.2
 - Connections 505.1
 - Contamination 505.2
 - Employee's facilities 503.3
 - Fixtures 504.1
 - Required facilities 502
 - Responsibility 501.2
 - Sanitary drainage system 506
 - Scope 501.1
 - Storm drainage 507
 - Supply 505.3
 - Water heating facilities 505.4
- Porch**
 - Handrails 304.12
 - Structurally sound 304.10
- Portable (Temporary)**
 - Cooking equipment 603.1
- Power Safety Cover** 202, 303.2
- Premises** 202
- Pressure**
 - Water supply 505.3
- Private, Privacy**
 - Bathtub or shower 503.1
 - Occupancy limitations 404.1
 - Required plumbing facilities 502
 - Sewage system 506.1
 - Water closet and lavatory 503.1
- Water system 505.1
- Property, Premises**
 - Cleanliness 304.1, 308.1
 - Condemnation 109
 - Definition 202
 - Demolition 111
 - Emergency measures 110
 - Exterior areas 302
 - Failure to comply 111.3
 - Grading and drainage 302.2
 - Pest elimination, multiple occupancy 302.5, 309.4
 - Pest elimination, single occupancy 302.5, 309.3
 - Responsibility 301.2
 - Scope 301.1
 - Storm drainage 507
 - Vacant structures and land 301.3
- Protection**
 - Basement windows 304.17
 - Fire protection systems 704
 - Signs, marquees and awnings 304.9
- Public**
 - Cleanliness 304.1, 305.1
 - Egress 702.1
 - Hallway 502.3
 - Sewage system 506.1
 - Toilet facilities 502.5, 503
 - Vacant structures and land 301.3
 - Water system 505
- Public Way**
 - Definition 202
- Rain (Prevention of Entry into Building Exterior Envelope)**
 - Basement hatchways 304.16
 - Exterior walls 304.6
 - Grading and drainage 302.2
 - Roofs 304.7
 - Window and door frames 304.13
- Record**
 - Official records 105.6
- Repair**
 - Application of other codes 102.3
 - Chimneys 304.11
 - Demolition 111.1
 - Exterior surfaces 304.1
 - Intent 101.3
 - Maintenance 102.2
 - Signs, marquees and awnings 304.9
 - Stairs and porches 304.10
 - Weathertight 304.13
 - Workmanship 102.5
- Reports**
 - Test reports 105.6.4
- Residential**
 - Pest elimination 309
 - Residential heating 602.2
 - Scope 101.2
- Responsibility**
 - Fire safety 701.2
 - Garbage disposal 308.3
 - General 301.2
 - Mechanical and electrical 601.2
 - Persons 301.1
 - Pest elimination 309
 - Placarding of structure 109.7
 - Plumbing facilities 501.2
 - Rubbish storage 308.2.1
- Scope 101.2, 301.1
- Revoke, Remove**
 - Demolition 111
 - Existing remedies 102.4
 - Removal of placard 109.7.1
 - Rubbish removal 308.2.1
- Right of Entry**
 - Duties and powers of code official 105.3
 - Inspections 105.2
- Rodents**
 - Basement hatchways 304.16
 - Condemnation 109
 - Foundations 304.5
 - Guards for basement windows 304.17
 - Harborage 302.5
 - Insect and rodent control 309.1
 - Pest elimination 302.5, 309
- Roof**
 - Exterior structure 304.1
 - Roofs 304.7
 - Storm drainage 507
- Room**
 - Bedroom and living room 404.4
 - Cooking facilities 403.3
 - Direct access 503.2
 - Habitable 402.1
 - Heating facilities 602
 - Light 402
 - Minimum ceiling heights 404.3
 - Minimum width 404.2
 - Overcrowding 404.5
 - Prohibited use 404.4.4
 - Temperature 602.5
 - Toilet 503
 - Ventilation 403
- Rooming House** 202
- Rooming Unit** 202
- Rubbish**
 - Accumulation 308.1
 - Definition 202
 - Disposal 308.2
 - Garbage facilities 308.3.1
 - Rubbish storage 308.2.1
- Safety, Safe**
 - Fire safety requirements 701, 702, 703, 704
 - Safety controls 603.4
- Safety Cover** 202, 303.2
- Sanitary**
 - Cleanliness 304.1, 305.1
 - Disposal of garbage 308.3
 - Disposal of rubbish 308.2
 - Exterior property areas 302.1
 - Exterior structure 304.1
 - Food preparation 404.7
 - Furnished by occupant 302.1
 - Grease interceptors 506.3
 - Interior surfaces 305.3
 - Plumbing fixtures 504.1
 - Required plumbing facilities 502
 - Scope 101.2
- Screens**
 - Insect screens 304.14
- Security**
 - Basement hatchways 304.18.3
 - Building 304.18
 - Doors 304.18.1

- Vacant structures and land 301.3
- Windows 304.18.2
- Self-Closing Screen Doors**
- Insect screens 304.14
- Separation**
- Fire-resistance ratings 703
- Privacy 404.1
- Separation of units 404.1
- Service**
- Electrical 604.2
- Method 109.4.2
- Notices and orders 109.4, 109.3
- Service on occupant 109.3
- Sewer**
- General 506.1
- Maintenance 506.2
- Shower**
- Bathtub or shower 502.1
- Rooming houses 502.2
- Water system 505
- Water-heating facilities 505.4
- Sign**
- Fire door signs 703.4.1
- Signs, marquees and awnings 304.9
- Unauthorized tampering 109.5
- Single-Family Dwelling**
- Extermination 309
- Sink**
- Kitchen sink 502.1
- Sewage system 506
- Water supply 505.3
- Size**
- Efficiency unit 404.6
- Habitable room, light 402
- Habitable room, ventilation 403
- Room area 404.4.1
- Smoke Alarms**
- Group R-1 704.6.1.1
- Groups R-2, R-3, R-4 and I-1 704.6.1.2
- Installation near bathrooms 704.6.1.4
- Installation near cooking appliances 704.6.1.3
- Interconnection 704.6.2
- Power source 704.6.3
- Testing 704.7
- Where required 704.6.1
- Space**
- General, light 402
- General, ventilation 403
- Occupancy limitations 404
- Privacy 404.1
- Scope 401.1
- Stack**
- Smoke 304.11
- Stairs**
- Common halls and stairways, light 402.2
- Exit facilities 305.4
- Exterior property areas 302.3
- Handrails 304.12, 305.5
- Lighting 605.3
- Stairs and porches 304.10
- Standard**
- Referenced 102.8
- Stop Work Order**
- Authority 108.1
- Emergencies 108.3
- Failure to comply 108.4
- Issuance 108.2
- Storage**
- Food preparation 404.7
- Garbage storage facilities 308.3
- Rubbish storage facilities 308.2.1
- Sanitation 308.1
- Storm Shelter** 202, 311
- Strict Liability Offense** 107.3, 202
- Structure**
- Accessory structures 302.7
- Closing of vacant structures 109.2
- Definition 202
- Emergency measures 110
- General, condemnation 111
- General, exterior 304.1
- General, interior structure 305.1
- Placarding of structure 109.7
- Scope 301.1
- Structural members 304.4, 305.2
- Vacant structures and land 301.3
- Supply**
- Combustion air 603.5
- Public water system 505.1
- Water supply 505.3
- Water system 505
- Water-heating facilities 505.4
- Surface**
- Exterior surfaces 304.2, 304.6
- Interior surfaces 305.3
- Swimming**
- Enclosure 303.2
- Safety covers 303.2
- Swimming pools 303.1
- Temperature**
- Nonresidential structures 602.4
- Residential buildings 602.2
- Water-heating facilities 505.4
- Tenant**
- Scope 101.2
- Test, Testing**
- Agency 105.2.1.4
- Methods 105.2.1.4
- Reports 105.6.4
- Required 106.3
- Toilet Room** 202, 403.2, 404.3, 503
- Toxic**
- Process ventilation 403.4
- Trash**
- Rubbish and garbage 308
- Ultimate Deformation** 202, 306.1.1
- Unobstructed**
- Access to public way 702.1
- General, egress 702.1
- Unsafe Structures and Equipment**
- Abatement methods 109.9
- Dangerous structure or premises 109.1.5
- Equipment 109.1.2
- Existing remedies 102.4
- General, condemnation 109, 111
- General, demolition 111
- Notices and orders 106, 109.3
- Record 109.3
- Structures 109.1.1
- Use**
- Application of other codes 102.3
- General, demolition 111
- Utilities**
- Authority to disconnect 109.2.1
- Vacant**
- Abatement methods 109.9
- Authority to disconnect service utilities 109.2.1
- Closing of vacant structures 109.2
- Emergency measure 110
- Method of service 109.4.2, 109.3
- Notice to owner or to person responsible 106, 109.3
- Placarding of structure 109.7
- Record 109.3
- Vacant structures and land 301.3
- Vapor**
- Exhaust vents 302.6
- Vehicles**
- Inoperative 302.8
- Painting 302.8
- Vent**
- Exhaust vents 302.6
- Flue 603.2
- Plumbing hazard 504.3
- Ventilation**
- Clothes dryer exhaust 403.5
- Combustion air 603.5
- Definition 202
- General, ventilation 403
- Habitable rooms 403.1
- Process ventilation 403.4
- Recirculation 403.2, 403.4
- Toilet rooms 403.2
- Vermin**
- Condemnation 109
- Insect and rodent control 302.5, 309
- Vertical Shafts**
- Required enclosure 703.7
- Violation**
- Condemnation 109
- Enforcement 107.2
- General 107
- Notice 106, 109.3
- Placarding of structure 109.7
- Prosecution 107.3
- Separate offenses 107.4
- Strict liability offense 107.3, 202
- Transfer of ownership 109.6
- Walk**
- Sidewalks 302.3
- Wall**
- Accessory structures 302.7
- Exterior surfaces 304.2, 304.6
- Exterior walls 304.6
- Foundation walls 304.5
- General, fire-resistance rating 703.1
- Interior surfaces 305.3
- Outlets required 605.2
- Temperature measurement 602.5
- Waste**
- Disposal of garbage 308.3
- Disposal of rubbish 308.2
- Garbage storage facilities 308.3.1
- Water**
- Basement hatchways 304.16
- Connections 506.1
- Contamination 505.2
- General, sewage 506

INDEX

General, storm drainage 507
 General, water system 505
 Heating 505.4
 Hotels 502.3
 Kitchen sink 502.1
 Nonpotable water reuse 505.5,
 505.5.1
 Required facilities 502
 Rooming houses 502.2
 Supply 505.3
 System 505
 Toilet rooms 503
 Water-heating facilities 505.4

Weather, Climate

Heating facilities 602

Weeds

Noxious weeds 302.4

Width

Minimum room width 404.2

Window

Emergency escape 702.4
 Glazing 304.13.1
 Guards for basement windows 304.17
 Habitable rooms 402.1
 Insect screens 304.14
 Interior surface 305.3
 Light 402
 Openable windows 304.13.2
 Toilet rooms 403.2
 Ventilation 403
 Weather tight 304.13
 Window and door frames 304.13

Workmanlike 102.5, 202**Workmanship**

General 102.5

Yard 202, 507.1



Membership



At the heart of the International Code Council's rich history is our connection with our members. The Code Council and its members work together to create safer homes, buildings, and communities by promoting and maintaining the International Codes® (I-Codes®). Members benefit from top-notch professional development, innovative products and services, timely industry news, and valuable networking opportunities while lending their own expertise to the code development process.

Membership Categories

Code officials, fire officials, architects, engineers, designers, and building safety professionals are all valued members of the Code Council. The Code Council offers several membership categories to meet your needs.

- **Government/Municipality** - Includes agencies, departments & units engaged in administration, formulation, implementation and/or enforcement of laws, ordinances, rules/regulations relating to public health, safety and welfare.
Starting at \$145/year
 - **Corporate** - An organization such as an association, society, testing lab, institute, company, or manufacturer, interested in the purposes and objectives of the Code Council.
\$600/year
 - **Individual**
 - › **Professional** – An individual who is interested in the purposes and objectives of the Code Council.
 - › **Participating** – An individual who participates in and supports the vision and mission of the organization.
Participating Members do not qualify for all member benefits.
 - › **Student** - is enrolled in classes or an equivalent to at least 3 credit hours of classroom instruction per week.
- Professional \$185/year | Participating \$60/year | Student \$55/year**

Member Benefits

As a member, you can expect nothing less than world-class service and invaluable benefits such as:

- Unlock the I-Codes with a FREE Digital Codes Premium subscription (based on member category).
- Receive 10-25% off code books, specialized publications and training materials.
- Take advantage of discounts on expert training and educational programs so you can earn CEUs.
- Receive discounts on certification exams, exam resource materials and certification renewals.
- Showcase your membership with a digital badge on social media and your resume.
- Access technical support to answer your code-related questions (based on membership category).



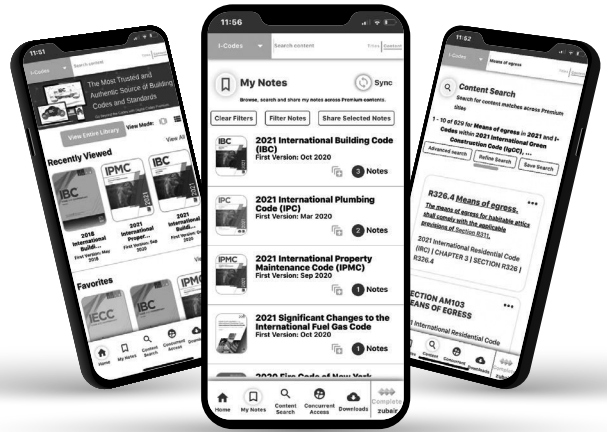
Learn more about membership at
iccsafe.org/about-membership



Apply today at iccsafe.org/join-icc



DIGITAL CODES
PREMIUM



codes.iccsafe.org

Go Digital and Enhance Your Code Experience

ICC's Digital Codes is the most trusted and authentic source of model codes and standards, which conveniently provides access to the latest code text from across the United States.

Unlock Exclusive Tools and Features with Premium Complete



Search over 1,400 of the latest codes and standards from your desktop or mobile device.



Saved Search allows users to save search criteria for later use without re-entering.



Organize Notes and thoughts by adding personal notes, files or videos into relevant code sections.



Copy, Paste and Print
Copy, paste, PDF or print any code section.



Share Access by configuring your license to share access and content simultaneously with others (code titles, section links, bookmarks and notes).



Highlight and Annotate any code book content to keep you organized.



Advanced Search narrows down your search results with multiple filters to identify codes sections more accurately.



Bookmark and tag any section or subsection of interest.

Stay Connected on the Go with our New Premium Mobile App

- View content offline
- Download up to 15 Codes titles
- Utilize Premium tools and features



AVAILABLE ON
App Store



AVAILABLE ON
Google Play



Monthly and Yearly Premium Subscriptions are available for:
International Codes® | State Codes | Standards | Commentaries

Start your **FREE 14-Day Premium trial** at codes.iccsafe.org/trial
Learn how to use this powerful tool at codes.iccsafe.org

22-22109



ICC Credentialing provides nationally recognized credentials that demonstrate a confirmed commitment to protect public health, safety, and welfare. Raise the professionalism of your department and further your career by pursuing an ICC Certification.

ICC Certifications Offer

- Nationwide recognition
- Increased earning potential
- Career advancement
- Superior knowledge
- Validation of your expertise
- Personal and professional satisfaction

Exams are developed and maintained to the highest standards, which includes continuous peer review by national committees of experienced, practicing professionals.

High Demand Exams (exam ID)

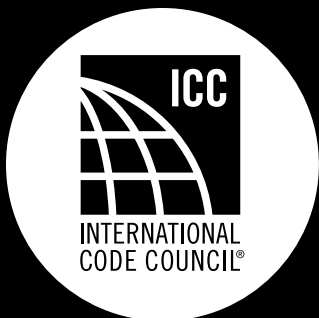
- Commercial Plumbing Inspector (P2)
- Plumbing Plans Examiner (P3)
- Commercial Mechanical Inspector (M2)
- Mechanical Plans Examiner (M3)
- Residential Building Inspector (B1)
- Commercial Building Inspector (B2)
- Building Plans Examiner (B3)

pronto
ICC ONLINE EXAMS

Proctored Remote Online Testing Option (PRONTO) provides a convenient testing experience that is accessible 24 hours a day, 7 days a week, 365 days a year.

Required hardware/software is minimal – you will need a webcam and microphone, as well as a reasonably recent operating system.

Checkout all that ICC Credentialing has to offer at
iccsafe.org/certification



Changes to the Code Development Process

The International Code Council is revising its code development process to improve the quality of code content by fostering a more in-depth vetting of code change proposals. Changes will take effect in 2024–2026 for the development of the 2027 I-Codes and will move the development process to an integrated and continuous three-year cycle.

In the new timeline:

- **Year 1** will include two Committee Action Hearings for Group A Codes
- **Year 2** will include two Committee Action Hearings for Group B Codes
- **Year 3** will be the joint Public Comment Hearings and Online Governmental Consensus Vote for both Group A and B Codes



Learn more about the new process and download the new timeline here.





"The Island City"

City of Plainwell Special Event Permit Application

For public events held in a City of Plainwell park or property

Plainwell City Hall
211 N. Main Street
Plainwell, MI 49080
Phone: 269-685-6821
Fax: 269-685-7282
www.plainwell.org

Permit # 2021-12

If you would like to host a special event, please complete the application form below. Applications must be submitted at least 21 days before the event. Your event will not be approved until the following items are received and approved by the City:

1. A completed and signed Special Event Permit application form
2. Completed hold harmless agreement
3. \$50 Special Event Permit Application fee paid
4. Liability insurance coverage with City of Plainwell listed as additionally assured, if required for your event

Date of application: 5/19/26

Applicant Information:

Contact Name: Cathy Green
 Address: 437 N. Sherwood Ave City: Plainwell Zip: 49080
 Phone: 2696853161 Email: greensees@icloud.com

Sponsoring Organization/Business: Plainwell Arts Council

Address: PO BOX 383 City: Plainwell Zip: MI
 Phone: 269.685.3161
 Nonprofit Profit

Event Information:

Date of Event 6/25/26 Event Start Time: 6pm Event End Time: 8:30pm
 Type of Event: Theater Name of Event: United States of America the early years

Number of People Expected to Attend: 75

Location of event:

- Thurl Cook Park Sherwood Park
 Kenyon Park Hicks Park
 Fannie Pell Park Other: _____
 Band Shell

Please describe what areas of the park will be used: band shell only, show goers in the grass with their own chairs



The City of Plainwell is an equal opportunity provider and employer.

Event Details:

Please describe in detail the activities planned:

Play entitled United States of America, the Early Years, Comedy by Stan Freiburg

Is this a fund-raising event? If yes, what is it for? _____

Will participants or spectators be charged an admission fee? YES NO

Will there be alcohol for sale? YES NO

Will there be food for sale? YES NO

Will there be merchandise for sale? YES NO

Will there be a vendor participation fee? YES NO

Do you have insurance? YES NO

Will any items be distributed? YES NO

Will the event be advertised? If so, how?
flyers YES NO

Does the event require on-site security? YES NO

Does the event require on-site medical service? YES NO

Does the event require street closure? If so, indicate route YES NO

Do you plan to have sound amplification? YES NO

Is electrical power required (for sound amplification, lighting, etc)? YES NO

If yes, please show items on a site plan and describe how power is to be provided

Portable generator

PGE temporary power service

Other, please describe Just plug in for wireless microphones

Are you using local businesses? YES NO

Special Services:

I am requesting permission to provide the following special services* at my event:

Canopy/Tent

Inflatables (please describe): _____

Tables and chairs

Caterer

Alcohol

Other (please specify): _____

*Groups providing special services must complete this form and provide a Certificate of Insurance two months prior to event date. Tents/canopies or inflatables must list the City of Plainwell as additionally insured and a copy of the insurance must be attached with this request.

*Tents/Structures: If you are installing or constructing any structures (tents, stages, etc.) please include a site plan showing these structures. Please describe type, size, and number of structures.



The City of Plainwell is an equal opportunity provider and employer.

City of Plainwell Hold Harmless Agreement

This special event applicant or designee of the sponsoring organization(s) (hereafter called "permittee") agrees to reimburse the City of Plainwell (hereafter called "City") for all loss incurred by it in repairing or replacing damage to City property proximately caused by the permittee, its officers, employee, agents, monitors, or any other persons attending or forming the special event who were, or should have been, under the permittee's control. Persons who merely attend or join in a special event are not considered by that reason alone to be "under the control" of the permittee.

The permittee further agrees to defend without costs, indemnify, and hold harmless the City, its officers, agents, and employees from any liability to any persons, damages, losses, or injuries arising out of or alleged to arise out of the permitted event, which was proximately caused by the actions of the permittee, its officers, employees, agents, including monitors, or any other persons attending or joining in the event who were, or reasonably should have been under the control of the permittee. Persons who merely attend or join in an event are not considered by that reason alone to be "under the control" of the permittee.

I understand and agree to comply with all the terms of the above Hold Harmless Agreement if my application has been approved and all special conditions and required advance payment have been met.

Signature of Permittee(s): Cater Date: 5/19/26
Signature of Officer of Sponsoring Organizations: Catherine Date: 5/19/24
Title: Treasurer

I declare under penalty of perjury that the information provided in this application is correct.

We agree to remove all props and items brought into the public areas and clean up all litter and debris that result from our event the same day as the event. I understand that a permit is required before this event can be held.

Signature of Applicant: [Signature] Date: 5/19/26

Please Send Completed Applications To:

City of Plainwell
211 N. Main Street
Plainwell, MI 49080
269-685-6821
Or email to: contactus@plainwell.org

Administrative Use Only:

Received by: [Signature] Date: 5/19/2026 Amount paid: waived cash/CC/check # _____

- | | | |
|---|---|---|
| <input type="checkbox"/> Application approved | <input checked="" type="checkbox"/> Permit # assigned | <input type="checkbox"/> Event on calendar |
| <input type="checkbox"/> Application scanned & logged | <input type="checkbox"/> Email DPW/DPS | <input type="checkbox"/> Notice posted before event |



The City of Plainwell is an equal opportunity provider and employer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Effective Date: 08/16/2025
CITY OF PLAINWELL
211 N. MAIN STREET
PLAINWELL, MI 49080

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. **Who is An Insured in Section II - Liability:**

3. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

NBP1557069F

Renewal of Number

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

Customer Copy
Direct Bill Policy

POLICY DECLARATIONS

No. NBP1557069G

NAMED INSURED AND ADDRESS:

**PLAINWELL ARTS COUNCIL
PO BOX 383
PLAINWELL, MI 49080**

**This Policy is exempt from the filing requirements of
Section 2236 of the Insurance Code of 1956, 1956 PA 218
and MCL 500.2236**

POLICY PERIOD: (MO. DAY YR.) From: 08/16/2025 To: 08/16/2026

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Charity Protector Product

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE
WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.


	PREMIUM
Businessowners Liability Coverage Part	\$345.00
Businessowners Property Coverage Part	\$50.00
TOTAL:	\$395.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: THE COLONIAL GROUP, A DIVISION OF HULL & COMPANY, LLC
(4893)
5506 West Friendly Ave, Suite 200
Greensboro, NC 27410
Broker: Bennett Family Agency
352 12th Street Suite 7
Plainwell, MI 49080

Issued: 08/27/2025 7:25 AM

By: 
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS,
COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART
THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS

Policy No. NBP1557069G

Effective Date: 08/16/2025
12:01 STANDARD TIME

DESCRIPTION OF PREMISES

<i>Prem</i>	<i>Bldg</i>	<i>Location, Construction, Occupancy and Other Information</i>	<i>Territory</i>	<i>Fire Code</i>
1	1	799 E Rich Street, Plainwell, MI 49080	005	0702
		Description: Charity Protector Product		
		Covered Causes of Loss: Special	Protection Class	1
		Construction: Frame	Square Footage:	500
		Special Deductible: None	Special Deductible Type:	

COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<i>Prem</i>	<i>Bldg</i>	<i>Coverage</i>	<i>Limits of Insurance</i>	<i>Deductible</i>	<i>Coinsurance % or Monthly Indemnity</i>	<i>+ Valuation</i>	<i>Premium</i>
1	1	Business Income and Extra Expense	\$25,000	\$0			Included
1	1	Business Personal Property	\$5,000	\$1,000		RC	Included
MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:							\$50
TOTAL PREMIUM FOR PROPERTY COVERAGE PART:							\$50 MP
MP - minimum premium							
+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained							

LOSS PAYABLE(S): NONE

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. **NBP1557069G**

Effective Date: 08/16/2025
12:01 STANDARD TIME

LIMITS OF INSURANCE

Liability and Medical Expenses	\$1,000,000
Medical Expense (per person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$50,000

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

LIABILITY DEDUCTIBLE

\$0

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	Address	Territory
1	799 E Rich Street, Plainwell, MI 49080	005

PREMIUM COMPUTATION

Loc	Classification	Code No.	Premium Basis	Pr/Co	Rate		Advance Premium	
					All Other	Pr/Co	All Other	All Other
1	Art / Cultural Organization - Not-for-Profit only	41668	500 Per 1,000 Total Area	0.000	142.204	\$0		\$71
1	Additional Insured - Designated Person	49950	2 Per Additional Insured	0.000	50.000	\$0		\$100
1	Blanket Special Events Liability - Non-Profit Organizations	00041	Flat	0.000	0.000	Included		Included

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$345

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$345 MP

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



"The Island City"

MEMORANDUM

211 N. Main Street
Plainwell, Michigan 49080
Phone: 269-685-6821
Fax: 269-685-7282

TO: City Council / Justin Lakamper, City Manager
FROM: Luke Keyzer, Supt, Water Renewal
DATE: May 21, 2026
SUBJECT: Approval for Odor Study at Water Renewal plant..

SUGGESTED MOTION: I am motioning to approve Bioair Solutions LLC to conduct a Odor Control Study at the Water Renewal Plant for \$24,250.

BACKGROUND INFORMATION: This study needs to be done to help design the replacement of the Biobed that is currently in use. The Biobed will need to be replaced in the Fiscal Year 27-28. The Biobed was redone in 2023 and has a 5 year life. This was the time it could be rebuilt.

ANALYSIS: Bioair is a leader in the technology and design of new Odor Control systems. They have many different options that can help us with designing the most efficient and cost-effective options available.

BUDGET IMPACT: This will affect the 590-900-971 fund. This was a budgeted item.



BioAir Solutions, LLC | 110 Kresson-Gibbsboro Road | Suite 303 | Voorhees, NJ 08043
P 856.258.6969 | F 856.258.6975 | www.bioairsolutions.com



April 24, 2026

Luke Keyzer
City of Plainwell Water Renewal
129 Fairlane St
Plainwell MI, 49080

Mr. Keyzer,

Thank you for your interest in a BioAir Solutions Odor Control Study. The following proposal outlines the scope of supply for BioAir to conduct an odor study at the existing in-ground biofilter treating odors at the wastewater treatment facility. Once the odor study is complete, BioAir will provide a design basis for a replacement odor control system, based on the actual data gathered from the study.

If you have any questions regarding this proposal or the details of the sampling, please give me a call at the number below.

Sincerely,

John M. Sawyer
BioAir Solutions, LLC
Phone: (856) 685-4083

Plainwell, Michigan Biofilter Odor Study



BioAir Odor Study & Analysis Example

**BioAir Scope of Work
Q261C030
April 24, 2026**

CONFIDENTIALITY INFORMATION STATEMENT

THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN ("**INCLUDED INFORMATION**") ARE THE SOLE AND EXCLUSIVE PROPERTY OF BIOAIR SOLUTIONS, L.L.C., ITS SUBSIDIARIES, AFFILIATES AND/OR ASSIGNS ("**BIOAIR**"). THE **INCLUDED INFORMATION** IS CONFIDENTIAL AND PROPRIETARY TO **BIOAIR** AND IS PROVIDED IN CONFIDENCE SUBJECT TO THE CONTENT OF THIS STATEMENT.

THE RECIPIENT OF THIS DOCUMENT AGREES THAT IT WILL USE THE **INCLUDED INFORMATION** SOLELY FOR THE PURPOSE OF EVALUATING THE EQUIPMENT AND SERVICES SCOPE WITH THE VIEW TO PURCHASING THE EQUIPMENT FOR THE REFERENCED PROJECT ("**PERMITTED PURPOSE**"). IT FURTHER AGREES THAT IT WILL NOT, WITHOUT **BIOAIR'S** PRIOR WRITTEN CONSENT, DUPLICATE OR RECREATE **INCLUDED INFORMATION**, DISCLOSE OR TRANSFER **INCLUDED INFORMATION** TO ANY THIRD PARTY, OR USE THIS INFORMATION FOR ANY OTHER PURPOSE THAN THE **PERMITTED PURPOSE**.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER LANGUAGE CONTAINED IN THIS STATEMENT, THE RECIPIENT AGREES THAT ALL INTELLECTUAL PROPERTY RIGHTS ARE RESERVED TO **BIOAIR** AND THAT RECIPIENT WILL NOT (A) COMMERCIALY OR OTHERWISE EXPLOIT **INCLUDED INFORMATION**; (B) USE **INCLUDED INFORMATION** IN ANY MANNER DETRIMENTAL TO THE INTERESTS OF **BIOAIR**.

UPON WRITTEN REQUEST OF **BIOAIR**, RECIPIENT AGREES IT WILL CEASE USING **INCLUDED INFORMATION**, RETURN **INCLUDED INFORMATION** AND ALL RELATED NOTES AND ANALYSES AND COPIES THEREOF TO **BIOAIR** AND CERTIFY IN WRITING THAT RECIPIENT HAS COMPLIED WITH THE OBLIGATIONS SET FORTH IN THIS STATEMENT. ACCEPTANCE OF THE DELIVERY OF THIS DOCUMENT AND/OR USE OF THIS DOCUMENT CONSTITUTES RECIPIENT'S AGREEMENT TO THE CONTENT OF THIS STATEMENT.

Table of Contents

1. Overview	5
1.1. Odor Study	5
1.1.1. Sampling Schedule	5
1.2. Manpower and Equipment	5
1.3. Data Analysis	6
2. Scope of Work	6
1.4. Odor Study	6
1.4.1. Sampling Schedule	6
1.4.2. Biofilter Observations	6
3. Included Services	6
4. Schedule	7
5. Price	7
6. Clarifications	7

1. Overview

BioAir Solutions will have a factory-trained service technician on site to gather the samples listed below and set up hydrogen sulfide monitoring equipment for the odor study. Plainwell will be required to provide set-up assistance, gather the hydrogen sulfide monitoring equipment and ship it back to BioAir's headquarters. BioAir will analyze the data and provide a comprehensive report.

1.1. Odor Study

The study is intended to take place during two (2) full business days, during which a BioAir Service Technician will collect instantaneous samples and set up the hydrogen sulfide monitoring equipment. BioAir will ship instantaneous samples to the appropriate laboratory. Plainwell will be responsible for removing the hydrogen sulfide equipment after 7-10 days and shipping back to BioAir Solutions.

1.1.1. Sampling Schedule

- Odalogs shall measure and record Hydrogen Sulfide (H₂S) levels at 10-minute intervals for a 7-10-day log period
- Reduced Organic Sulfur Compounds
- Odor Sampling

1.2. Manpower and Equipment

Manpower:

BioAir requests that Plainwell provides:

- Coordination and planning with BioAir on which locations to sample.
- Supply of 120 V power to the odor testing site
- Retrieval of Odalogs and packaging thereof for return shipping.

Equipment and Accessories:

BioAir will supply and/or utilize the following equipment for this Work:

- Two (2) Odalogs, range various ppmv
- One (1) Vacuum Chambers
- One (1) MOSS Sampling Case
- Tedlar Bags for Odor Sampling
- Six (6) Summa Canisters for RSC sampling
- Gastec tube and pumps
- Anemometer
- Shipping material and label to send Odalogs and equipment back to BioAir

1.3. Data Analysis

Upon completion of data collection and return of all Odalogs, BioAir will analyze, evaluate and organize the collected data. The data will then be summarized in an Odor Report ("Report"). The Report will include the following:

- Summary of all data obtained
- Evaluation of the data and assessment of the data for odor concerns and design conditions
- Suggested design basis for average and peak loading for hydrogen sulfide, ROSCs, and odor. Please note that the design airflow rate of 2,000 acfm for the existing biofilter will be assumed for the new design conditions.

2. Scope of Work

1.4. Odor Study

1.4.1. Sampling Schedule

- **Hydrogen Sulfide.** Two (2) Odalogs will be provided. Two (2) will be installed within one (1) MOSS pump case to measure the inlet and outlet H₂S from the existing biofilter. The Odalogs shall measure and record Hydrogen Sulfide (H₂S) levels at 10-minute intervals for a 7-10-day log period.
- **Reduced Organic Sulfur Compounds (ROSC)** (including hydrogen sulfide) will be captured by collecting air samples from the sources in Summa Cannisters or 10L Tedlar Bags using VacScent Chambers. The air samples will then be analyzed by a laboratory using a GC-SCD analytical instrument in accordance with ASTM D5504*. Three (3) sets of samples will be collected. Each set will include one (1) inlet and one (1) outlet sample from the existing biofilter.
- **Odor Samples.** Two (2) sets of odor samples will be collected from the inlet/outlet of the biofilter system site and shipped to the appropriate laboratory for analysis.
- **Gastec Tube Sampling.** Two (2) sets of short-term detector tube samples will be collected from the inlet/outlet of the biofilter system site for Total Mercaptans, H₂S, Amines, and Ammonia.
- **Airflow** to the existing biofilter will be measured with an anemometer.

1.4.2. Biofilter Observations

- General observations and photos of the existing biofilter system will be recorded.

3. Included Services

BioAir included one (1) trip of two (2) on-site days for one (1) person to perform the work.

Additional trips, if requested, will be extra and charged at the then BioAir standard labor rates plus travel and living expenses.

4. Schedule

Please allow four (4) weeks to schedule the service trip. The following is a preliminary schedule for this work:

- Site odor assessment work – two (2) days, as necessary to complete the work
- Data analysis and report – four (4) weeks from date of site odor assessment visit

5. Price

Total price for Recommended Sampling Services and Documentation

As listed above.....\$24,250

Prices are valid for 90 days from the date of this proposal. BioAir Solutions, LLC General Terms and Conditions of Sale, a copy of which is annexed hereto, is incorporated into this Scope of Supply by reference and made part thereof.

The Total Price does NOT include any sales, Use, Goods and Services Tax, or any other taxes, duties or permit fees (“Taxes”) associated with the purchase of this Equipment. Purchaser shall be responsible for payment of all Taxes. Retainage is not allowed. No back-charges will be paid unless previously agreed to in writing. Payment terms are subject to receipt and approval of purchaser’s credit application. Invoices not paid per the terms above will incur late fees of 1.5% per month.

Payment terms:

- 30% of Price, Immediate upon issuing of the Purchase Order
- 30% of the Price, Immediate upon completion of the site work
- 40% of the Price, Immediate upon completion of the Report

6. Clarifications

Since sampling is only for one day, BioAir cannot guarantee that sampling on the date of the study will be representative of actual or future conditions. Odor control system design conditions will be based on the results achieved during the sampling day.

BioAir Solutions, LLC's General Terms and Conditions of Sale

1. **Definitions.** "Proposal" means the proposal to which these General Terms and Conditions of Sale are attached, any specifications thereto, and the terms and conditions contained herein. "Seller" means BioAir Solutions, LLC, its subsidiaries and affiliates. "Buyer" means the person, firm, or corporation identified as the purchaser or customer in the Proposal. "Equipment" means all machinery, parts, accessories and attachments described in the Proposal. Any replacements, additions, improvements, alterations, spare parts, attachments or repairs provided by Seller shall be subject to these General Terms and Conditions of Sale. The sale or furnishing of any replacements, additions, attachments, accessories or repairs to the Equipment which are made or delivered subsequent to the sale of the Equipment shall not cause or create any extension of the guarantees or warranties made herein with respect to the Equipment nor shall they change the effective date on which the Equipment is delivered by Buyer. For purposes of the warranty provision contained herein, the phrase "components of the Equipment which have been manufactured by Seller" shall include only those components manufactured by Seller.

2. **Price and Terms.** The purchase price of the Equipment shall be as set forth in the Proposal. The purchase price, inclusive of all optional prices in the Proposal, is firm for a period of 90 days from the Proposal date. In the event the equipment delivery is later than 270 days from the Proposal date, Seller has the right to increase the purchase price by up to 3.5% per year depending on raw material price escalation. The purchase price shall not include, taxes, freight and/or handling charges unless these items are specifically listed and priced in the Proposal. Buyer shall pay or reimburse Seller for any sales, use, excise or other tax now or hereafter imposed by reason of the production, sale, transportation, delivery or installation of the Equipment. The purchase price is F.O.B. point of shipment unless otherwise stated in the Proposal. The purchase price shall be payable in United States currency on or before fourteen (14) days after the date of invoice unless otherwise specified in the proposal. Any invoices which are not paid within fourteen (14) days shall be subject to interest at the rate of 1.5% per month from the date of the invoice until the date on which such invoice is paid.

3. **Delivery, Risk of Loss and Storage.** The delivery date set forth in the Proposal is the Seller's best estimate when the Equipment will be delivered to the carrier and shall not be deemed to represent a fixed or guaranteed delivery date. Delivery shall be deemed to have been made when Seller places the Equipment in the possession of a carrier selected by Buyer (or selected by Seller with Buyer's approval) at which time Buyer shall bear the risk of loss for the Equipment. If Buyer is not prepared to accept delivery of the Equipment upon notice that it is ready for shipment, Seller may store it in a warehouse at Buyer's expense and risk, in the name of the Buyer or Seller. Such delivery to a warehouse shall constitute shipment and delivery of the Equipment to Buyer and the balance owed shall become immediately due and payable.

4. **Insurance.** Buyer shall be required to obtain and maintain an insurance policy in an amount equal to the unpaid balance of the purchase price, to cover all risks of loss and damage to the Equipment, which policy shall name Seller as an insured to the extent that its interest may appear. Buyer shall deliver a certificate from the insurance company certifying that such insurance is in effect and shall not be cancelled or revoked without fifteen (15) days prior written notice to Seller until the purchase price of the Equipment is paid in full.

5. **Installation.** The purchase price does not include installation unless installation is expressly specified in the proposal. If installation is included, (i) the Buyer shall be responsible for preparing the site and all other equipment for the installation of the Equipment prior to the Equipment's scheduled delivery date, and (ii) the Buyer shall pay Seller at the Seller's rates then in effect for any additional installation time caused by Buyer's failure to prepare the site or by any other delay at the installation site not within Seller's control.

6. **Security Agreement.** To secure payment of any obligation of Buyer to Seller (including, but not limited to, Seller's charges for service and parts), Buyer hereby grants Seller a security interest in the Equipment together with all parts, accessories, attachments, additions, accessions, substitutions, improvements and replacements thereto or thereof and all proceeds from insurance, sale or disposition.

7. **Default and Remedies.** The occurrence of any of the following shall constitute a default by Buyer: failure to make any payment when due; failure to comply with or perform any provision of the Proposal; false or misleading representations or warranties made or given by Buyer; assertion of any lien, levy or other judicial process against the Equipment or diminishment or impairment of Buyer's rights in or to the Equipment; voluntary or involuntary commencement of any proceeding under which Buyer is subjected to or seeks relief under any bankruptcy, insolvency or receivership proceeding; any act of Buyer which results in the substantial reduction in the value of the Equipment or imperils the prospect of full performance or satisfaction of Buyer's obligations hereunder; any modification to the Equipment without Seller's written consent; if Buyer sells, encumbers or otherwise disposes of the Equipment while title thereto remains in Seller; or if Buyer is in default of any other obligation to Seller or any company affiliated

with Seller. Upon any default by Buyer, and at the option of Seller, all sums payable under the Proposal and any other amount due Seller shall immediately become due and payable in full without notice or demand to Buyer and Seller shall have all the rights, remedies and privileges as are accorded to Seller by law including, without limitation, those pertaining to repossession, retention and sale of the Equipment and disposition of the proceeds. In addition, Seller may also enter, with or without legal process, into or upon the premises where the Equipment or any part thereof may be located and take possession of the Equipment, or render it unusable, or dispose of the Equipment (in such event Buyer agrees not to resist or interfere with Seller's actions); or require Buyer to make the Equipment available to Seller at a place reasonably designated by Seller to enable Seller to dispose of the Equipment. If Seller exercises its option to retake the Equipment, it may resell the Equipment at public or private sale. The proceeds of sale shall be applied as follows: first to reimburse Seller for the fees, costs and expenses incurred, including reasonable counsel fees; next to pay Seller the unpaid balance of the purchase price or any other amount due Seller; and the surplus, if any, shall be paid to Buyer. Buyer shall remain liable to Seller for any deficiency. Seller shall be entitled to recover reasonable attorneys' fees and all other fees, costs and expenses incurred by Seller if Buyer defaults or Seller is successful in defending a claim asserted by Buyer. If, in the judgment of Seller, Buyer's financial condition has changed, Seller shall have the right to cancel the Proposal unless Buyer provides such additional security as Seller may require or makes full payment of the balance of the price. Such cancellation shall be without prejudice to Seller's claim for damages.

8. **Warranty.** **THE WARRANTIES PROVIDED FOR IN THIS PROVISION AND THE OBLIGATIONS AND LIABILITIES OF SELLER SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF AND BUYER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND ALL OTHER REMEDIES AND LIABILITIES.** The Buyer acknowledges and agrees that no other representations or warranties were made to or relied upon by Buyer.

A. **Warranty For Components of Equipment Manufactured by Seller.** Seller warrants that the components of the Equipment which have been manufactured by Seller shall, under normal use, be free of defects in material and workmanship for a period of one (1) year from the date the Equipment is delivered to Buyer or installed by Seller, if applicable, provided that, (i) Buyer, immediately upon discovery of the claimed defect, discontinues all use of the components, and (ii) the claim of defect with respect to the components is submitted to Seller in writing within the one (1) year warranty period and no later than ten (10) days after the discovery of the claimed defect. If Buyer claims, within the warranty period, that a defect exists, Seller reserves the right to demonstrate that there is no defect. If a defect exists, Seller's sole responsibility shall be to repair or replace any defect or, at its option, Seller may rescind the Proposal and, in such event, Seller's only obligation shall be to refund amounts previously paid by Buyer without interest.

B. **Disclaimer For Parts or Units Not Manufactured by Seller.** Seller shall not be liable to Buyer for any breach of warranty or breach of contract on account of any defect in the Equipment or failure of the Equipment to operate properly where the cause thereof is attributable to a defect in the work, labor, services or materials employed in parts or integral units of the Equipment which are not manufactured by Seller. Component parts or integral units of the Equipment not manufactured by Seller are sold only under such warranty as the manufacturer of such parts or units may give to Buyer. Seller shall assist Buyer in obtaining from the manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request), the repair or replacement of any component parts or integral units of the Equipment that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole responsibility of Seller with respect to component parts or integral units of the Equipment not manufactured by Seller.

C. **Warranty Limitations.** Seller shall not be liable under any warranty if Seller determines that the defect was caused by misuse, abuse, improper application, improper operation, improper maintenance, alteration, repair or modification, negligence in use, casualty, storage, handling or any other cause beyond the control of Seller. The remedies set forth herein shall be Buyer's sole and exclusive remedies for any breach of warranty. If any samples, technical literature, illustrations, catalogues or other documents have been shown to Buyer, they shall not give rise to any express or implied warranty except to the extent that such warranties are specifically set forth in writing in the Proposal.

9. **Limitation of Liability, Safety and Indemnification.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER, OR TO BUYER'S OFFICERS, EMPLOYEES OR REPRESENTATIVES, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICE, OR DOWNTIME COSTS. Buyer assumes all risks and liabilities for any loss, damage or

injury to persons, property, or the environment arising out of, connected with or resulting from the use or subsequent sale of the Equipment, either alone or in combination with other products. Buyer expressly agrees that the remedies granted to it hereunder are Buyer's sole and exclusive remedies with respect to any claim of Buyer arising under the Proposal. During the life of the Equipment, Buyer agrees to provide to all Equipment users (including its own employees and independent contractors) all of Seller's safety information as contained in warnings, instructions, owner's manuals, safety features of the Equipment and to adequately train all users in the safe use and maintenance of the Equipment. Buyer agrees to defend, indemnify and hold Seller harmless from and against all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) to the extent that they relate to or have been caused by Buyer's failure to comply with the provisions of the Proposal or Buyer's negligence.

10. Patents. If any claim is asserted or action commenced against Buyer based upon a claim that the Equipment or any part thereof manufactured or sold by Seller constitutes an infringement of any U.S. Letters Patent or Trademark, Buyer shall give immediate notice thereof to Seller. Seller shall have the exclusive right, at its own expense, to conduct any litigation and/or settlement negotiations with respect to such claim or action. However, Buyer shall render all reasonable assistance required by Seller in the defense of the claim or action. Subject to the conditions and limitations set forth below, Seller shall pay such portion of the damages awarded against Buyer in such action as are allocable to the infringing Equipment or parts manufactured or sold by Seller, to the exclusion of any damages awarded for the use of such Equipment or part. In no event shall Seller's liability to Buyer exceed the purchase price of the infringing Equipment or part. If the Equipment or any part thereof manufactured or sold by Seller is held to be an infringement in such action, and the use thereof is enjoined or if, as a result of a claim or settlement, Seller deems the continued use thereof inadvisable, Seller may, at its sole option and expense, (a) procure for Buyer the right to continue using said Equipment or parts, (b) replace said Equipment or parts with non-infringing equipment or parts, (c) modify said Equipment or parts so that they are no longer infringing, or (d) refund the purchase price of the Equipment or parts less reasonable depreciation and remove the Equipment or parts from Buyer's place of business. The obligation of Seller set forth in this Section shall be null and void and Seller shall have no liability whatever to Buyer on account of any judgment, award or damages suffered by Buyer arising out of such claim or action, if (a) Buyer does not give immediate notice to Seller of such claim or action, (b) Buyer does not render all assistance reasonably required by Seller in the defense of such action or claim, (c) Buyer interferes with Seller's defense thereof, (d) the Equipment or any part thereof has been changed or altered, has been combined with equipment or parts not manufactured by Seller, or has not been used in accordance with Seller's specifications, or (e) the Equipment, or any part thereof, was manufactured by Seller in accordance with Buyer's designs, blueprints, samples, or specifications, in which case Buyer shall defend, indemnify and hold harmless Seller from any and all expenses (including reasonable counsel fees), injuries or loss arising out of any claims or actions related to the manufacture, use or sale thereof. **THE FOREGOING SETS FORTH THE SELLER'S ENTIRE LIABILITY FOR PATENT OR TRADEMARK INFRINGEMENT INVOLVING THE EQUIPMENT OR ANY PART THEREOF.** Nothing in the Proposal shall be deemed to grant any license or right to Buyer, express or implied, under any patents or patent application, design patent or trademark owned or controlled by Seller.

11. Specifications/Documents. The specifications and all other documents supplied pursuant to and in connection with the Proposal are the property of Seller and are being made available to Buyer on a non-exclusive basis as long as Buyer owns the Equipment. The specifications and documents shall not be used by Buyer in any manner for manufacture or for the purchase or other acquisition of similar equipment from any competitor of Seller nor will Buyer display, exhibit, or otherwise make available such specifications and documents to any competitor of Seller.

12. Confidentiality. Buyer acknowledges that Buyer, its employees, agents, and contractors may receive certain proprietary and confidential business or other information of Seller in connection with Buyer's purchase, installation or use of the Equipment. Buyer shall not disclose such information to any other party in any manner whatsoever, or use such information for any purpose other than in connection with Buyer's purchase, installation or use of the Equipment, without the prior written consent of Seller. Buyer shall take all reasonable precautions to protect the confidentiality of such information, which precautions shall in no event be less than the precautions taken to protect its own proprietary and confidential information.

13. Performance and Payment Bond. Notwithstanding any provisions in the Proposal, contract, the bond or any other document or representation to the contrary, the surety's liability hereunder shall be limited to those provisions of the contract relating to performance of construction and the liability of the surety shall not extend to claims of any kind or nature which in any way relate to any alleged design and/or engineering defect, inadequacy, or deficiency or any damages arising from any alleged design and, or engineering defects, inadequacy or deficiencies. Furthermore surety's liability hereunder shall be limited to the warranty against defective materials and workmanship as defined in the Contract, not to exceed one (1) year from Substantial Completion.

Surety's liability shall not extend to any claims resulting from any special, or extended warranties.

14. Adjudication of Disputes and Governing Law. The parties agree that any controversy or claim between them shall be governed by and construed in accordance with the laws of the State of New Jersey and, unless an alternative jurisdiction is selected by Seller, shall be adjudicated exclusively in the State Courts of New Jersey. Buyer consents to the exclusive jurisdiction of the state courts of New Jersey. Service of process by certified or registered mail, return receipt requested, shall be sufficient to commence suit and Buyer waives any right to personal service of process. **THE PARTIES AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY.** Provided, however, if Seller so directs, the controversy or claim shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in a location in New Jersey selected by Seller. Nothing contained herein shall prevent a party from applying to a court having jurisdiction for emergent equitable relief. In the event Seller prevails, Seller shall be entitled to recover reasonable counsel fees and costs.

15. Miscellaneous. The parties specifically exclude the provisions of the United Nations Convention On Contracts For the International Sale of Goods. Section headings are for convenience only and shall not be used to interpret or change the provisions of the Proposal. The Proposal shall be construed in accordance with its plain meaning and not against either party as the drafting party. The Proposal expressly limits acceptance to the terms and conditions in the Proposal and supercedes all other terms and conditions contained in any purchase order, sales order, proposal, acknowledgement or other document submitted by Buyer prior to, concurrently with, or pursuant to the Proposal. Any additional or different terms proposed by Buyer are expressly rejected unless specifically accepted by Seller in writing. The Proposal constitutes the complete and final agreement of the parties hereto and supercedes all prior or contemporaneous agreements, discussions and/or representations not expressly stated in the Proposal. No alterations, modifications, deletions, additions or changes in or to the Proposal, whether by Buyer's purchase order or otherwise, shall be binding unless embodied in writing signed by both parties. Buyer shall not assign the Proposal without Seller's prior written consent. Seller's failure at any time to insist upon strict performance of any term or condition of the Proposal shall not be construed as a waiver of any subsequent breach of any term or condition. Buyer shall not assert against any assignee of Seller of the Proposal any claim or defense that it may have against Seller. The invalidity or unenforceability of any provision of the Proposal shall not affect the other provisions hereof, and the Proposal shall be construed in all respects as if the invalid or unenforceable provision had been omitted. Seller shall not be liable for any costs, expenses or damages or be deemed to be in default of the Proposal as a result of any delay in performance including, but not limited to, a delay caused by any act of God, labor problem, war, fires, floods, accidents, act of a governmental entity, accident (whether valid or invalid), unavailability or delay in obtaining labor, parts, transportation or equipment or any cause beyond Seller's control. If there is any conflict between the printed Terms and Conditions and the typed portion of the Proposal, the typed portion shall control. Notices and consents required by the Proposal shall be in writing and sent by certified mail, return receipt requested, or by recognized overnight courier with a copy, if possible, sent by facsimile. The Proposal shall, when signed by Buyer or otherwise adopted by Buyer, constitute Buyer's offer to buy the Equipment. The Proposal shall not constitute a binding agreement until accepted by an authorized officer of Seller at Seller's New Jersey office. Without limiting the generality of the foregoing, acceptance of a deposit or other payment from the Buyer shall not constitute acceptance by the Seller.

16. Force Majeure. Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage, accident, pandemics, war or civil disturbance or any other cause beyond such party's reasonable control. Seller will be allowed to terminate the contract in the event a Force Majeure event lasts longer than six (6) months. The time for equipment delivery specified herein shall be extended during the continuance of such conditions.



April Reports for Plainwell Department of Public Safety

PRIORITY 1 ASSISTS OUTSIDE OF JURISDICTION

The Plainwell Department of Public Safety was dispatched to 78 calls for assistance outside the city limits of Plainwell by Allegan County Central Dispatch.

These calls were classified as Priority 1 Assists.

Fire Suppression/Call Out Incident Report

Date	Dispatch Time	Arrival Time	Location	Incident Type	Actions Taken	Apparatus	PSO	POC
04/01/2026	09:02	09:08	317 E Hill St	Medical	Emergency Medical Care/Provide BLS	0	1	3
04/02/2026	00:35	00:36	411 Naomi St	Fire	Investigate, Extinguish	C4, E17, T63	2	2
04/02/2026	09:42	09:43	409 Naomi St	Medical	Provide Basic Life Support	C1, C2, C5	4	2
04/05/2026	18:53	19:00	329 12 th St, Apt A1	Medical	Emergency Medical Care/Provide BLS	C4, C5, T63	2	5
04/15/2026	Storm Response 00:33		Russett Dr / N Main St	Disaster Weather Damage /Tree Down	Provide Services, Control Traffic	C2, C3, C5, E11, E17, T63	4	4
04/15/2026	Storm Response 00:38		W First Ave / Second Ave	Disaster Weather Damage/Wire Down	Provide Services, Control Traffic	C2, C3, C5, E11, E17, T63	4	4
04/15/2026	Storm Response 00:58		1167 N Apple Ct	Disaster Weather Damage /Road Hazard	Provide Services/Control Traffic	C2, C3, C5, E11, E17, T63	4	4
04/15/2026	Storm Response 1:03		208 Cherrywood Dr	Disaster Weather Damage/Wire Down	Provide Services, Control Traffic	C2, C3, C5, E11, E17, T63	4	4
04/15/2026	Storm Response 1:21		E Bridge St / S Anderson St	Disaster Weather Damage /Wire Down	Provide Services, Control Traffic	C2, C3, C5, E11, E17, T63	4	4
04/15/2026	Storm Response 2:51		633 Brigham St	Disaster Weather Damage /Power Pole	Provide Services/Control Traffic	C2, C3, C5, E11, E17, T63	4	4

04/15/2026	Storm Response 2:53		140 E First Ave	Disaster Weather Damage /Meter Off House	Provide Services, Control Traffic	C2, C3, C5, E11, E17, T63	4	4
04/15/2026	Storm Response 06:44	06:48	668 Glenview Cir / Cherrywood Dr	Disaster Weather Damage/Tree on Power Lines/Broken Pole	Damage Assessment,	C4, E11	1	2
04/15/2026	08:21	8:23	1019 Wedgewood Dr	Medical	Emergency Medical Care, Provide BLS	C4, S62	2	1
04/15/2026	Storm Response 06:24	06:40	1064 Wedgewood Dr	Disaster Weather Damage/Tree Down House	Damage Assessment	C4, E11	1	2
04/15/2026	18:20	18:30	751 Wakefield St	Alarm	Disregarded on scene	C4, E11	2	3
04/16/2026	14:40	14:42	381 Joyce St	Assist OFD- Possible Structure Fire	Mutual Aid	C1, C5, E11	3	1
04/17/2026	18:19	18:25	717 Benhoy Ave	Medical	Emergency Medical Care, Provide BLS	S62	2	4
04/19/2026	15:35	15:46	212 W Allegan St	Assist OFD - Structure Fire	Suppression, Ventilation	C6, E17, S62, T63	5	7
04/19/2026	21:36	21:39	403 Union St	Medical	Assessment, Provide BLS			
04/20/2026	06:26	06:38	M-89 / 131 SB Ramp	Vehicle Crash	Emergency Medical Care, Provide Equipment, Control Traffic	E11, T63	2	5
04/22/2026	08:42	08:44	622 Allegan St	Medical	Emergency Medical Care, Provide BLS	C2, C3, C6	4	6
04/24/2026	12:45	12:55	SB 131 On Ramp	Vehicle Fire	Suppression, Extinguishment	E11, T63	2	4
04/25/2026	12:05	12:08	SB US 131 Off Ramp	Vehicle Crash	Traffic Control, Clean Up and Recovery	C5, E11, T63	2	2
04/28/2026	18:30	18:30	525 Union St	Medical	C5	N/A	0	6

Calls for Service at Plainwell Schools

Plainwell High School: 3
684 Starr Road

Gilkey School: 1
707 S. Woodhams Street

Plainwell Middle School: 0
720 Brigham Street

Starr Elementary: 5
601 School Drive

Early Childhood Development: 0
307 E. Plainwell Street

Renaissance School: 0
798 E. Bridge Street

Admin, Maintenance & Bus Garage: 0
600 School Drive

Ordinance Report

We had 10 Ordinance Complaints.

This is a breakdown of the Ordinance Violations for the month of April 2026:

- (1) – Property Maintenance
- (1) – Inoperable Vehicle
- (2) – Noise
- (1) – Dog At Large
- (1) – Litter
- (2) – Leaves at Curb
- (1) – Parking – Handicap
- (1) – Vehicle Storage
- (1) – Abandoned Vehicle



PLAINWELL PUBLIC SAFETY

Police, Fire and Medical First Responder Services

MONTHLY REPORT

April 2026

Prepared by Director Kevin Callahan

Classification of Crimes Reported

File Class	CRIMES AGAINST PERSON	April	Year to Date
900	Murder and Non-Negligent Manslaughter	0	0
1000	Kidnapping	0	0
1100	Sexual Assault	1	8
1200	Robbery	0	0
1300	Aggravated & Non-Aggravated Assault	7	17
PROPERTY CRIMES			
2000	Arson	0	0
2100	Extortion	0	0
2200	Burglary	0	0
2300	Larceny	4	15
2400	Motor Vehicle Theft	0	1
2500	Forgery/Counterfeiting	0	0
2600	Fraudulent Activities	3	10
2700	Embezzlement	0	0
2800	Stolen Property - Buying, receiving	0	0
2900	Damage to Property	0	5
3500	Violation of Controlled Substances Act	1	2
MORALS/DECENCY CRIMES			
3600	Sex Offenses (Other than Sexual Assault)	0	0
3700	Obscenity	0	1
3800	Family Offenses	0	5
4100	Liquor Violations	0	1
PUBLIC ORDER CRIMES			
4800	Obstructing Police - Offenses Which Interfere with Investigations	0	1
4900	Escape/Flight - Fleeing and Eluding a Officer's Custody	1	2
5000	Obstructing Justice	7	16
5200	Weapons Offenses	0	0
5300	Public Peace	7	31
5400	Traffic Investigations - Any Criminal Traffic Complaints	3	14
5500	Health and Safety	12	54
5600	Civil Rights	0	0
5700	Invasion of Privacy	4	11
6200	Conservation Law Violation	0	1
7300	Miscellaneous Criminal Offense	0	0
GENERAL NON-CRIMINAL			
9100	Juvenile/Minor/School Complaints	1	6
9200	Civil Custody	1	3
9300	Traffic Non-Criminal (Reports Only - Does not include Citations Issued)	1	13
9400	False Alarm Activation	2	13
9500	Fires (Other than Arson)	1	6
9700	Accidents, All Other	10	48
9800	Inspections, Unfounded FIRS	0	0
9900	General Assistance (All Except Other Police Agencies)	91	285
9911 & 9912	General Assistance (Other Police Agencies)	78	268
FIRS	Medical First Responder	34	131

Plainwell Department of Public Safety

Complaints/Activities for April 2019

ARRESTS

CUSTODIAL ARRESTS	2	An individual taken into custody for a criminal offense and jailed for that offense.
ARREST COUNTS	3	Criminal complaints or cases cleared by the custodial arrest or issuance of a warrant(s).

TRAFFIC ENFORCEMENT & CITATIONS

HAZARDOUS CITATIONS	13	Uniform Law Citations issued by officers to individuals for moving traffic violations. (Drag racing, Speeding, etc.)
NON-HAZARDOUS CITATIONS	2	Uniform Law Citations issued by officers to individuals for NON-moving traffic violations. (Registration, Equipment, Etc.)
DRUNK DRIVING CITATIONS	0	This is an activity that we specifically monitor that would normally be considered a hazardous citation.
PARKING CITATIONS	0	Citations issued in violation of city ordinance. This would include Overnight Parking, Time Limitation Parking, etc.
VERBAL WARNINGS	15	Traffic enforcement where no citation was issued but warnings were given.
TOTAL TRAFFIC CITATIONS/WARNINGS	30	

COMPLAINTS

ORIGINAL DISPATCH COMPLAINTS	260	Complaints that are call in or the officer is dispatched to by Allegan County Central Dispatch (911) or our business office.
PATROL INITIATED COMPLAINTS	9	Complaints observed by the officer while on patrol or came to their attention by personal observation.
TOTAL COMPLAINTS	269	

OTHER ACTIVITIES

MOTORISTS ASSISTS	0	Motorist contacts caused by mechanical breakdown or similar problem.
PROPERTY INSPECTIONS	2	Checks of homes or business specifically requested by a home or business owner.
MOTOR VEHICLE ACCIDENTS	3	Total motor vehicle accidents both on public roads or private property.
COMMERCIAL BUILDING SECURITY CHECK	737	Nightly security inspections of business' conducted by officers to assure windows and doors are locked.
FOUND UNSECURED	0	The number of business' found unlocked or unsecured.

Plainwell Department of Public Safety

Scheduled Hours By Activity for April 2019

The categories listed below are based on law enforcement related activities and the hours that scheduled road patrol personnel spend in the 4 major areas.

Total Hours
1,049

Percentage of Total Hours

TOTAL ROAD PATROL HOURS SCHEDULED FOR THE MONTH

The Hours officers are scheduled for road patrol or other uniformed functions. These are fixed shifts which generally carry assigned duties.

Totals of all the below mentioned areas.

HOURS SPENT INVESTIGATING OR HANDLING CRIMINAL COMPLAINTS

The Hours Scheduled for criminal investigations of complaints that are in violation of a criminal law that an individual could be arrested and jailed for.

37 3.48%

Examples include: Burglaries, Robberies, Drunk Driving, All Sex Offenses, Alcohol Offenses, Larcenies, Etc.

HOURS SPENT INVESTIGATING OR HANDLING NON-CRIMINAL COMPLAINTS

The Hours Scheduled for Calls for Service or Complaints that require investigation but are not criminal in nature.

282 26.85%

Examples include: Auto Accidents, Accidental Fires, Traffic Citations, Property Inspections, Etc.

HOURS SPENT ON SUPPORT OR PERIPHERAL ACTIVITIES

The Hours Scheduled for required duties however are not criminal or non-criminal in nature and are supporting functions.

214 20.44%

Examples include: Report Writing, Court, Directed Patrol, Foot Patrol, On Duty Training, Transport of Paperwork to the Court, Evidence to the Crime Lab, Etc.

TOTAL UNOBLIGATED PATROL HOURS

The Hours of Scheduled Road Patrol left over that officers are not assigned to an activity or working on a complaint.

516 49.23%

Examples include: General Preventive Patrol, Building Security Checks, Etc.

Note: This also includes any break time the officers take during their shift.

TOTAL HOURS OBLIGATED TO DUTIES, COMPLAINTS, INVESTIGATIONS, ETC.

532 50.77%

It is recommended by the International Association of Chiefs of Police (IACP) that no more than 65% to 70% of an officers time on duty, be obligated to complaints, investigations, activities or assigned responsibilities. The rationale behind this is to assure that officers are available for emergencies without unreasonable delay and provide for preventive and traffic patrol duties.

MINUTES
Plainwell BRA DDA TIFA
April 14, 2026

1. Chairman Larabel called the meeting to order at 7:30am in City Hall Council Chambers.
2. Pledge of Allegiance was given by all present.
3. Roll Call: Present: Nick Larabel, Paul Rizzo, Adam Hopkins, David Steffen (7:36am), Rimante Grigaliunas, Randy Wisnaski and Justin Lakamper (7:35am)
Excused: Jim Turley
4. Approval of Minutes:
A motion by Wisnaski, seconded by Rizzo, to accept and place on file the BRA DDA TIFA Meeting Minutes of the 03/10/2026 meeting. On a voice vote, all voted in favor. Motion passed.
5. Public Comment: Superintendent Nieuwenhuis discussed the trees downtown. He would like to work with the Board to create a plan to replace the trees as a group, approximately every 10 years or so, to insure all the trees are uniform in size and species. Alternatively, large planters could take the place of some of the trees. The Board is interested in getting more information on recommended tree types, planter costs, and different options available in order to include funding for the project in the upcoming budget year. This will be discussed further at the May DDA meeting.
6. Chairman's Report: None
7. Recommendations and Reports:
 - A. **A motion by Hopkins, seconded by Rizzo, confirming BRA payables for March 2026 in the amount of \$266.37. On a voice vote, all in favor. Motion passed.**
 - B. **A motion by Larabel, seconded by Wisnaski, confirming DDA payables for March 2026 in the amount of \$262.23. On a voice vote, all in favor. Motion passed.**
 - C. **A motion by Steffen, seconded by Larabel, confirming TIFA payables for March 2026 in the amount of \$44.80. On a voice vote, all in favor. Motion passed.**
8. Communications:
The March 2026 Summary and Detail Financial Reports, City Council meeting minutes from 02/23/2026 and 03/09/2026 and the letter of resignation from Cathy Green were reviewed.
9. Public Comment: None.
10. Staff Comment: Rizzo asked if there was going to be a brewery at 145 E. Bridge, and Lakamper answered, yes, this is where Doster Brewing will be located. It will be more like a taproom, as space is limited. Doster Brewing is currently renovating the building.
Rizzo asked about cars at the old Clark gas station, wondering if the new owners are starting work on the building. Lakamper answered the new owners haven't started work yet, as the City is working on updating the Ordinance to allow gas stations in the CBD. They will eventually tear the old building down and rebuild it.
Larabel discussed Cathy Green's letter of resignation from the board, sharing that she had recommended Lisa from Mosaic as a possible replacement. Lakamper is stepping down as a DDA board member, allowing for two vacancies to be filled by people with an interest in the downtown so the Board will be more balanced. Lakamper stated that anyone can apply for the Board. Mayor Keeler appoints board members with confirmation from Council.
Lakamper provided an update on repaving Industrial park, sharing that funding isn't available this year, and the project is planned for spring of 2027. The Industrial Park repaving project includes replacing about 300ft of water

MINUTES
Plainwell BRA DDA TIFA
April 14, 2026

main. Larabel asked about the Ready-Mix plant, to which Lakamper stated that we are waiting for a site plan to be submitted before the project can move forward.

Lakamper shared that Profielnorm in Industrial Park is having their Grand Opening this month.

11. Board Member Comments: None.

12. Adjournment:

A motion by Rizzo, seconded by Hopkins, to adjourn the meeting at 8:16am. On a voice vote, all voted in favor. Motion passed.

Submitted by: JoAnn Leonard, City Clerk

05/21/2026

INVOICE APPROVAL BY INVOICE REPORT FOR CITY OF PLAINWELL
INVOICE ENTRY DATES 05/08/2026 - 05/21/2026
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Vendor Code	Vendor Name	Description	Amount
000004	PLAINWELL AUTO SUPPLY INC		
	765417	DPS - SYN OIL(1) MB/KC	20.49
	766159	WR - BLACK CHASSIS SAVER PAINT LK	27.49
TOTAL FOR: PLAINWELL AUTO SUPPLY INC			47.98
000009	CONSUMERS ENERGY		
	9328851001	LAND LEASE 2026	100.00
TOTAL FOR: CONSUMERS ENERGY			100.00
000014	MICHIGAN GAS UTILITIES CORP		
	5927382819	CH FOOT BRIDGE GAS SERVICE APRIL 2026	43.68
	5927960611	WR PLANT GAS SERVICE APRIL 2026	2,806.20
	5928001164	DPW BUILDING GAS SERVICE APRIL 2026	153.57
	5928139939	DPS BUILDING GAS SERVICE APRIL 2026	215.90
	5930520190	DPW BACK BARN GAS SERVICE APRIL 2026	108.15
TOTAL FOR: MICHIGAN GAS UTILITIES CORP			3,327.50
000035	APPLIED INNOVATION		
	3160893	CITY HALL COPIER CHARGES 4/13 - 5/12/2026 RB	189.55
	3165807	DPW/WR COPIER CHARGES 4/16 - 5/15/26 CP	117.19
TOTAL FOR: APPLIED INNOVATION			306.74
000056	ALLEGAN COUNTY TREASURER		
	2026.05.18	ADMIN - COLORED/PERFORATED PAPER FOR TAX BILL PRII	128.00
TOTAL FOR: ALLEGAN COUNTY TREASURER			128.00
000100	SIEGFRIED CRANDALL PC		
	120178	PROFESSIONAL SERVICES APRIL 2026 CITY TAX FUND JL	125.00
TOTAL FOR: SIEGFRIED CRANDALL PC			125.00
000138	AMERICAN OFFICE SOLUTIONS		
	41979106	DPS - COPIER LEASE/USAGE APRIL 2026 KC	168.77
TOTAL FOR: AMERICAN OFFICE SOLUTIONS			168.77
000243	JIFFY PRINT		
	24618	WR - TRUCK #1 LETTERING LK	250.00

TOTAL FOR: JIFFY PRINT			250.00
000910	GRAINGER		
	9911920206	WR - RUBBER BOOTS(1) LK	163.00
TOTAL FOR: GRAINGER			163.00
000941	WEST MICHIGAN CRIMINAL JUSTICE TC		
	6944	DPS - OFFICER INVOLVED SHOOTINGS 5/14/26 BRUCE/CA	200.00
TOTAL FOR: WEST MICHIGAN CRIMINAL JUSTICE TC			200.00
001215	FLIER'S		
	147104	WR - LAB DI TANKS C/A/MB LK	992.23
TOTAL FOR: FLIER'S			992.23
001448	PROFESSIONAL CODE INSPECTIONS		
	26004	APRIL 2026 PERMITS	3,813.00
TOTAL FOR: PROFESSIONAL CODE INSPECTIONS			3,813.00
001645	ALEXANDER CHEMICAL CORPORATION		
	107815	WR - CHLORINE(4)/SUFLUR DIOXIDE(4) LK	1,691.62
TOTAL FOR: ALEXANDER CHEMICAL CORPORATION			1,691.62
001669	DR HOOKS SIGNS INC		
	36722	DPW - ROSIE FISH STATUE REPLACEMENT NAME PLATE CF	50.00
TOTAL FOR: DR HOOKS SIGNS INC			50.00
001748	REPUBLIC SERVICES		
	0249-008862897	DPW - TWO CONTAINERS MAY 2026 ADJUSTED RB	380.00
	0249-008863172	WR - TWO CONTAINERS MAY 2026 ADJUSTED RB	250.00
TOTAL FOR: REPUBLIC SERVICES			630.00
002002	USABLUBOOK		
	INV01041327	WR - PVC KNEE BOOT(1)/RES CHLORINE STD LK	177.07
TOTAL FOR: USABLUBOOK			177.07
002116	CHARTER COMMUNICATIONS		
	005582801050126	CITY HALL INTERNET MAY 2026	180.00
	005583601050126 2	DPW/WR INTERNET MAY 2026	149.99
TOTAL FOR: CHARTER COMMUNICATIONS			329.99
002219	CLARK TECHNICAL SERVICES		
	199	ADMIN - MICROSOFT OFFICE 265 MIGRATION & SETUP JL	4,495.00
	199.1	APRIL 2026 CITY WIDE IT SERVICES JL	1,135.00
TOTAL FOR: CLARK TECHNICAL SERVICES			5,630.00

002247	PLUMBER'S PORTABLE TOILETS		
	416249	DDA - FARMER MARKET PORTABLE TOILET 5/5 - 5/12/26 PS	33.75
TOTAL FOR: PLUMBER'S PORTABLE TOILETS			33.75
002402	STEENSMA LAWN & POWER EQUIPMENT		
	1314446	WR - TURF MASTER(2) EXMARK MOWER LK	367.98
	1314737	WR - STRING TRIMMER HEAD LK	16.19
	1315936	WR - WEED WHIP COVER(2) LK	26.98
	1317842	WR - #73 MOWER OIL/FILTER LK	80.58
TOTAL FOR: STEENSMA LAWN & POWER EQUIPMENT			491.73
002478	ENGINEERED PROTECTION SYSTEMS INC		
	A897672	DPS - NOTIFIER SYSTEM MONITORING 6/1 - 8/31/2026 KC	209.64
TOTAL FOR: ENGINEERED PROTECTION SYSTEMS INC			209.64
002562	CITY OF ALLEGAN		
	0000016706	DPW - 1ST QTR 2026 WATER TESTING	360.00
TOTAL FOR: CITY OF ALLEGAN			360.00
002661	JIM KOESTNER INC		
	6048340/1	DPS - 2023 TAHOE *9122 L O F/WIPER REPAIR KC	219.74
	6048341/1	DPS - 2018 FORD *7081 L O F/TIRE SENSORS(4) KC	456.36
	6048344/1	DPS - 2021 TAHOE L O F KC	65.64
TOTAL FOR: JIM KOESTNER INC			741.74
002673	STATE OF MICHIGAN MDOT		
	250000001404	FINAL ACCOUNTING N MAIN BRIDGE PROJECT 325 JL	739.50
TOTAL FOR: STATE OF MICHIGAN MDOT			739.50
002740	STATE OF MICHIGAN		
	551-675874	APRIL 2026 SOR FEES	30.00
TOTAL FOR: STATE OF MICHIGAN			30.00
002776	GUN PLAIN TOWNSHIP		
	2026.05.13	2025 WINTER TAX PER 2021 425 AGREEMENT - MILLER RO,	6,075.00
TOTAL FOR: GUN PLAIN TOWNSHIP			6,075.00
002787	ESPER ELECTRIC		
	36859	WR - PUMP WIRE WORK CUSHMAN LIFT LK	370.00
TOTAL FOR: ESPER ELECTRIC			370.00
003024	BRIAN KELLEY		
	1015	TREASURY/FINANCE SUPPORT JANUARY - APRIL 2026 JL	975.00

TOTAL FOR: BRIAN KELLEY			975.00
003061	CRA 200 ALLEGAN STREET LLC		
	2026.05.13	2025 WINTER TAX CAPTURE - 2013 REIMBURSEMENT AGRI	10,049.05
TOTAL FOR: CRA 200 ALLEGAN STREET LLC			10,049.05
003081	GRIFFIN PEST SOLUTIONS INC		
	2766777	WR - MAY 2026 PEST CONTROL LK	111.00
TOTAL FOR: GRIFFIN PEST SOLUTIONS INC			111.00
004190	WATERSOLVE LLC		
	10742	WR - 1 465LB DRUM SOLVE 137 LK	1,200.00
TOTAL FOR: WATERSOLVE LLC			1,200.00
004241	GHD SERVICES INC		
	340-0185341	MARCH 2026 UTILITES/Common ARE MAINTENANCE JL	2,829.77
TOTAL FOR: GHD SERVICES INC			2,829.77
004814	WILLIAMS & WORKS		
	102759	APRIL 2026 PLANNING/ZONING ASSIST JL	554.50
TOTAL FOR: WILLIAMS & WORKS			554.50
004837	MUNIWEB - INGSTRON		
	1480	APRIL 2026 WEB HOSTING/RES SCHEDULING	250.00
TOTAL FOR: MUNIWEB - INGSTRON			250.00
004855	PLAINWELL ACE HARDWARE		
	22494	DPW - CLAMPS FOR FLAGS/LIGHTPOLES JF	7.98
	22707	DPS - BRAKE CLEAN/WD40/HANDLE STATION MAINT KC	29.97
	22720	WR - SHOCK TREATMENT LK	21.98
	22769	WR - BALL MNT REDUCER/GRASS SEED LK	59.98
	22794	WR - PAINTBRUSH LK	10.99
	22796	AIRPORT - WEED KILLER VW	56.99
TOTAL FOR: PLAINWELL ACE HARDWARE			187.89
004886	REPUBLIC SERVICES		
	0249-008872961	SPRING 2026 CITY WIDE BULK TRASH PICK UP JL	12,005.17
	0249-008876917	MAY 2026 CITY WIDE RECYCLE JL	4,993.09
TOTAL FOR: REPUBLIC SERVICES			16,998.26
004902	BLOOM SLUGGETT PC		
	27988	FEBRUARY 2026 PROFESSIONAL SERVICES JL	20,675.50
	28159	MARCH 2026 PROFESSIONAL SERVICES JL	1,512.00
	28337	APRIL 2026 PROFESSIONAL SERVICES JL	1,025.58

TOTAL FOR: BLOOM SLUGGETT PC			23,213.08
005012	UNITED BANK		
	2026.05.11	ACH FEE UB PRENOTE	7.00
	2026.05.14	ACH FEE UB ACH	7.00
	2026.05.20 PAY	ACH FEE PAYROLL	7.00
	2026.05.20 UD	ACH FEE UNION DUES	7.00
	2026.05.21	ACH FEES AP INVOICES	7.00
TOTAL FOR: UNITED BANK			35.00
005015	CHECKALT-KLIK		
	255027	ELOCKBOX FEES APRIL 2026	155.54
TOTAL FOR: CHECKALT-KLIK			155.54
005041	EVOQUA WATER TECHNOLOGIES		
	907578694	WR - 1341GL BIOXIDE LK	5,524.92
TOTAL FOR: EVOQUA WATER TECHNOLOGIES			5,524.92
005047	STAPLES, INC.		
	6012855747	ADMIN - CREDIT FOR OVERPAYMENT RB	(9.30)
	6061378564	ADMIN - HANDTOWELS/COPY PAPER RB	107.02
	6063578075	DPS - SHARPIES/HANDTOWELS/KLEENEX DV/KC	129.71
	6064044048	ADMIN - ADDING MACHING FOR PS RB	85.99
TOTAL FOR: STAPLES, INC.			313.42
005115	STRYKER MEDICAL		
	9212191352	DPS - ELECTRODE(5) KC	598.00
TOTAL FOR: STRYKER MEDICAL			598.00
005125	8X8 INC		
	5606924	CITY WIDE PHONES APRIL 2026	631.53
TOTAL FOR: 8X8 INC			631.53
005149	AAA LAWN CARE INC		
	2085260	DPW - SPRING 2026 VEGETATION CONTROL RN	1,080.00
	2085261	WR - SPRING 2026 VEGETATION CONTROL LK	287.00
TOTAL FOR: AAA LAWN CARE INC			1,367.00
005171	FLYERS ENERGY LLC		
	CFS-4613245	DPS FUEL FOR POLICE/FIRE VEHICLES 5/15/2026	1,324.11
TOTAL FOR: FLYERS ENERGY LLC			1,324.11
005197	ED'S TRUCK REPAIR LLC		
	26-10565	DPW - TRUCK 7 REPAIR/ALTERNATOR WIRE CP	67.50

TOTAL FOR: ED'S TRUCK REPAIR LLC			67.50
005224	SCOTTS LANDSCAPE MANAGEMENT INC		
	S19035	DPW - SKID STEER FILTERS OIL/AIR INNER/AIR OUTER CP	113.39
TOTAL FOR: SCOTTS LANDSCAPE MANAGEMENT INC			113.39
005238	GREAT LAKES BREATHING AIR		
	1451	DPS - FILTER/AIR SAMPLE KITS/LABOR/SUPPLIES KC	979.12
TOTAL FOR: GREAT LAKES BREATHING AIR			979.12
005245	CROOKSTON EAVESTROUGHS		
	10758	DPW - EAVESTROUGH PELL PARK BLDG RN	1,500.00
TOTAL FOR: CROOKSTON EAVESTROUGHS			1,500.00
005251	VILLAGE OF PAW PAW		
	05072026	DPS - MOSSBERG PUMP SHOTGUN(3) KC	250.00
TOTAL FOR: VILLAGE OF PAW PAW			250.00
CBEFT	HUNTINGTON NATIONAL BANK		
	2026-04 2	ADMIN - HUNTINGTON BANK SERVICE FEES APRIL 2026 - F	15.00
TOTAL FOR: HUNTINGTON NATIONAL BANK			15.00
PL COM SCH	PLAINWELL COMMUNITY SCHOOLS		
	2026.05.20	ADMIN - BAL DUE AFTER RE-CALC PILOT TAX YEAR 2025 D'	30.64
TOTAL FOR: PLAINWELL COMMUNITY SCHOOLS			30.64
REFUND UB	JNE HOMES, LLC		
	05/21/2026	UB refund for account: 02-00023700-03	16.43
TOTAL FOR: JNE HOMES, LLC			16.43
STATE MICH	STATE OF MICHIGAN		
	2026.05.19	ADMIN - MSHDA FEES COLLECTED DW	43,358.70
TOTAL FOR: STATE OF MICHIGAN			43,358.70
TOTAL - ALL VENDORS			139,831.11

INVOICE AUTHORIZATION

Person Compiling Report

Denise Wilcox, Finance Director/Treasurer

I verify that to the best of my knowledge the attached invoice listing is accurate and the procedures in place to compile this invoice listing has been followed.

I verify that I have reviewed the expenditures and to the best of my knowledge the attached invoice listing is accurate and matches invoices physically authorized by Department Heads.

Insert Signature: **Roxanne Branch** Digitally signed by Roxanne Branch
Date: 2026.05.21 13:52:37 -04'00'

Insert Signature: **Denise Wilcox** Digitally signed by Denise Wilcox
Date: 2026.05.21 14:39:55 -04'00'

Luke Keyzer, Water Renewal Plant Supt.

Kevin Callahan, Public Safety Director

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature: **Luke Keyzer** Digitally signed by Luke Keyzer
Date: 2026.05.22 07:39:13 -04'00'

Insert Signature: **Kevin A Callahan** Digitally signed by Kevin A Callahan
Date: 2026.05.21 14:04:36 -04'00'

Bob Nieuwenhuis, Public Works Supt.

Justin Lakamper, City Manager

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

I verify that I have reviewed the expenditures attributed to my department and to the best of my knowledge the attached invoice listing is accurate and complies with the City's purchasing policy.

Insert Signature:

Insert Signature:

Reports & Communications:

A. City – SEIU Collective Bargaining Unit Tentative Agreement

The SEIU represents the Department of Public Works (DPW) and Waste Water (WW) employees. Their collective bargaining agreement expires in June. The SEIU, union stewards from both DPW and WW and management met over the past two months, and both have agreed on the attached tentative agreement (TA). The main goal for management was to incorporate updates to the employee handbook for all non-union employees and clarify call in pay procedures. We have agreed on a three-year contract which includes annual increases of 5% for year one, 3% for year two, and 3% for year three. Over the last six years, SEIU members have received the least amount of raises of all City employees. The 11% increase over the next three years will bring them back in-line in terms of percentage of wage increases.

Recommended action: Consider approving the SEIU collective bargaining unit tentative agreement as presented.

B. City – Ordinance 405 – Adoption of the 2024 International Property Maintenance Code (IPMC)

Plainwell has long struggled to enforce blight and nuisance ordinances. The current ordinances are outdated and do not contemplate modern issues with blight enforcement. Therefore, the City sought out best practices for blight enforcement management, leading to the International Property Maintenance Code (IPMC). IPMC is the industry standard for blight enforcement and is widely used across the Country to ensure that properties are maintained in an acceptable manner. Due to its widespread, it is battle tested in the courts. One of the biggest issues with code enforcement is the quality of your ordinance. If it is outdated or written poorly, courts often will throw citations out, which has happened to Plainwell. We believe that this ordinance will help address problem properties and allow for a standard of compliance within the community. If passed, Plainwell would be adopting the 2024 IPMC by reference, meaning our code will continue to be current as the IMPC is updated.

Recommended action: Consider adopting Ordinance 405 as presented.

C. City – Special Event Permit Application 2026-12 – Collywobbles Theatre Company

The Plainwell Arts Council has submitted Special Event Permit 2026-12 requesting permission for Collywobbles Theatre Company to hold a play called *United States of America – the Early Years* at the Bandshell on Thursday, June 25, 2026, from 6pm until 8:30pm. This free event is open to public and includes comedy by Stan Freiburg. Attendees are encouraged to bring their own chairs or blankets, as seating is not provided.

Recommended action: Consider approving Special Event Permit Application 2026-12.

D. WR – Odor Control Study

BioAir is a leader in the technology and design of new Odor Control systems. They have many different options and can help design an efficient and cost-effective solution for Plainwell. This study will provide the information necessary to design the replacement of the existing in-ground biofilter (Biobed) which was installed in 2023. The existing Biobed has a 5-year lifespan and will need to be replaced in the Fiscal Year 2027-2028.

Recommended action: Consider approving a Professional Services Agreement (PSA) with BioAir Solutions LLC to perform an Odor Control Study at the Water Renewal plant for \$24,250.00.

Reminder of Upcoming Meetings:

- June 03, 2026 – Planning Commission
- **June 08, 2026 – City Council – 7:00pm**
- June 09, 2026 – DDA/BRA/TIFA – 7:30am
- June 09, 2026 – Parks & Trees – 4:00pm
- June 17, 2026 – Planning Commission – 6:30pm

Agenda Subject to Change

Note: All public comment limited to two minutes, when recognized please rise and give your name and address.

Plainwell is an equal opportunity provider and employer