

City of St. Charles Lawn Sprinkler



Building & Code Enforcement Division
2 East Main Street
St. Charles IL 60174
630.377.4406 (Office)
630.443.4638 (Fax)
<http://www.stcharlesil.gov>

*Please direct any and all questions to the City of St. Charles Building & Code Enforcement Division:
Monday (8 AM to 6 PM) Tuesday through Friday (8 AM to 4:30 PM) at 630.377.4406*

A building permit is required prior to any construction for a lawn sprinkler. The following are guidelines and comments for obtaining a building permit.

Application and Drawings Procedures:

- A building permit is required to install a RPZ for lawn sprinkler system.
- An application is to be filled out and submitted to the Building & Code Enforcement Division.
- Two (2) copies of the plat of survey showing the location of all sprinkler heads and the RPZ backflow preventer are to be submitted with the application.
- If sprinkler heads are located in the right-of-way the owner will need to follow the listed procedure
 - An additional copy of the survey is required with the location of the sprinkler heads.
 - At the time the application and surveys are submitted to our office, the Permit Agreement is to be submitted. This document is to be completely filled out by the owner and be notarized. A blank copy of the Permit Agreement is enclosed in this packet. Please read the Permit Agreement, if you have any questions; please contact the Engineering Office at 630/377-4486.
 - At the time the application and surveys are submitted to our office the Covenant Running with the Land is to be completely filled out by the owner and be notarized using **BLACK INK ONLY**. A blank copy of the Covenant Running with the Land is enclosed in this packet. The Covenant Running with the Land is to be recorded at the Kane County Recorders Officer prior to submitting your permit information.
- Our goal is to complete the review of your building permit within 10 working days.

Application – Permit Fees:

- ⇒ A **filing fee** is to be paid at time of submission of application and plans.
 - A fee of **\$105.00 (to be paid at time of submittal)**
- ⇒ **Re-inspection fee.** During the construction of your project should you fail any of the required inspections there is a re-inspection charge. The fees are due prior to certificate of occupancy. The fee schedule is as follows;
 - \$65.00 per Building & Code Enforcement Department re-inspection for all types of inspections during construction (excluding finals)
 - \$85.00 per re-inspection for all residential final inspections.

Inspections:

The following is a list of inspections, which might be required for your project.

- RPZ Installation

Building Codes:

The following are the Building Codes, which the City of St. Charles has adopted:

- o St. Charles Municipal Code
- o 1998 Illinois State Plumbing Code with revisions

General Comments:

1. Compliance with above indicated codes, ordinances, and inspections required.
2. The plan reviews and stamped "FIELD COPY" of the plans are to be on the job site.
3. A minimum of 24-hour notice is required when scheduling any inspection.
4. The repair/replacement of any sprinkler or irrigation system, which was installed in the utility/easement area or public parkway, shall be the owner's responsibility.
5. Sprinkler heads located in the right-of-way shall be installed only if a Permit Agreement and Covenant Running with the Land, completely filled out and submitted to the Building & Code Enforcement Department.
6. Sprinkler heads located in the right-of-way are to be installed a minimum of (two) 2 feet from the curb and two (2) feet from the sidewalk.
7. An approved RPZ backflow preventer is to be installed between potable water supply and yard sprinkler system. RPZ installed in a potable water supply system must be tested and maintained at least annually by a cross-connection control device inspection.
8. The RPZ backflow preventer is to be installed by an Illinois State Licensed plumber, a copy of his state license as well as his state registration and contractor is to be filed with the City of St. Charles.
9. Devices of all types. Backflow and back-siphon age preventing devices shall be installed so as to provide accessibility, located for observation, maintenance, and replacement services. No in-line double check or reduced pressure principle backflow preventer shall be located more than five (5) feet above a floor or walk area. Backflow/back siphon age devices shall not be installed where they are subject to freezing or flooding conditions.
10. All in-line backflow/back siphon age preventers shall have a full opening type valve with an outside-stem-yoke (OS and Y) on each side of the preventer and located within five (5) feet of the preventer. The valve shall be of bronze or stainless steel seat design.
11. All types of backflow/back siphon age devices shall be field tested in accordance with the manufacturer's instructions by a certified tested before initial operation. "(See 35 Ill. Adm. Code 608)"
12. A protective strainer shall be located upstream of the first check valve on all in-line back flow/back siphon age preventers unless the devices contains a built-in strainer. Fire safety systems are exempt from installing a strainer.
13. Approved No. for lawn sprinkler RPZ: ASSE 1013 or AWWAC506
14. It is the responsibility of the contractor/owner to provide all sub-contractors with copies of the review comments and the required inspections.

Homeowner – Contractor Responsibilities:

- ✓ It is the responsibility of the homeowner/contractor to schedule with the Building & Code Enforcement Department the required inspections. The required inspections are indicated on the Plan Review form, which is attached to your permit and the Field Copy of drawings. When calling to schedule an inspection, please have the address and the permit number.
- ✓ Inspections shall be called a minimum of 24 hours before they become due.
- ✓ Call J.U.I.L.E. (Joint Underground Location for Inspectors and Engineers) at least 48-hours prior to any digging to locate any underground utilities. **(1-800/892-0123)**
 - Electric Utilities Red
 - Comcast (Cable) Orange
 - Northern Illinois Gas (NICOR) Yellow
 - Sewer Utilities Green
 - Telephone Utilities Orange
 - Water Utilities Blue

Dig Number: _____ Date Notified: _____

WATER CONSERVATION

The City's water conservation ordinance has been recently revised. The ordinance places time limits on the use of outdoor sprinkling systems, but does not regulate hand-held, "soaker hose", or drip-type irrigation devices. The ordinance is intended to accomplish two goals:

- ↳ Promote the responsible use of the underground aquifers that supply all of our water needs.
- ↳ Moderate our peak use periods over a longer period of time to make the best use of our existing infrastructure.

The sprinkling time limits established in the ordinance are as follows:

- ↳ Addresses that are **Even** numbered may sprinkle on the **Even** numbered days of the month, from 5 a.m. to 9 a.m.; and from 6 p.m. to 10 p.m..
- ↳ Addresses that are **Odd** numbered may sprinkle on **Odd** numbered days of the month from 5 a.m. to 9 a.m.; and from 6 p.m. to 10 p.m..

We ask that all residents help us achieve our goals, if you have any questions, please contact Public Works at 377-4405.

**UNDERGROUND SPRINKLING SYSTEM (RIGHT-OF WAY)
PERMIT AGREEMENT**

THIS AGREEMENT executed this ____ day of _____, _____, by and between the CITY OF ST. CHARLES, an Illinois municipal corporation, Kane and DuPage Counties, Illinois, ("CITY") and _____ of St. Charles, Illinois ("OWNERS");

WITNESSETH:

WHEREAS, OWNERS are all of the record owners of a parcel of real estate commonly referred to as _____, St. Charles, Illinois and legally described as:

(insert legal description)

("OWNERS' PROPERTY"); and

WHEREAS, the OWNERS' PROPERTY abuts a public right-of-way held in trust by the CITY as legally described and shown on Exhibit "A", attached hereto and made a part hereof ("CITY PROPERTY"); and

WHEREAS, OWNERS request that the CITY grant a permit to construct, install, maintain and use an underground sprinkling system in the CITY PROPERTY; and

WHEREAS, the CITY finds that the encroachment of the underground sprinkling system in the CITY PROPERTY is minor and as such will not impede the public use of the CITY PROPERTY; and

WHEREAS, the CITY is willing to enter into a permit agreement (the "Permit Agreement") to permit the installation, construction, existence and use of the underground sprinkling system in the CITY PROPERTY under certain conditions and restrictions as stated below; and

WHEREAS, the Building Commissioner is authorized to execute the Permit Agreement on behalf of the City; and

WHEREAS, OWNERS agree to abide by those conditions and restrictions in exchange for the CITY entering into the Permit Agreement;

NOW, THEREFORE, in consideration of a one-time licensing fee of TEN and No/100 DOLLARS (\$10.00), the receipt and sufficiency of which is acknowledged by the CITY, and the mutual covenants contained herein, the CITY and OWNERS agree as follows:

1. OWNERS represent, warrant and covenant that they are all of the record owners of the OWNERS' PROPERTY.
2. The CITY grants to OWNERS, and OWNERS do hereby accept, a permit to construct, install, maintain and use the above-described underground sprinkling system subject to all the terms and conditions of this Permit Agreement.
3. The underground sprinkling system shall be constructed and installed by OWNERS, at their expense, in strict accordance with descriptions contained in Exhibit "B", attached hereto and made a part hereof, and said underground sprinkling system shall encroach into the CITY PROPERTY no more than is described in Exhibit "B". All plans and specifications for construction and installation of the underground sprinkling system shall be submitted and approved by the Director of Public Works, or his designee, and the Building Commissioner prior to the commencement of any construction and/or installation whatsoever. All construction, installation, maintenance and use shall be done pursuant to all the laws, ordinances, resolutions, rules and regulations of the CITY, Kane County, State of Illinois or any other governmental unit or agency applicable thereto as amended from time to time.

4. Upon construction and installation or removal of said underground sprinkling system, OWNERS shall restore the surrounding area to its original condition immediately prior to construction and installation, or removal. In the event OWNERS do not restore the surrounding area, the CITY may restore the surrounding area and charge the costs thereof to OWNERS. Any such expense incurred by the CITY in connection with this Paragraph shall create a lien against the OWNERS' PROPERTY.

5. The underground sprinkling system shall at all times remain the property of the OWNERS and the CITY shall not be responsible for the continued maintenance of the underground sprinkling system; provided, however, the CITY may at its option, maintain the underground sprinkling system and charge OWNERS the costs and expenses incurred therein. Any such expense incurred by the CITY in connection with this Paragraph shall create a lien against the OWNERS' PROPERTY.

6. This Agreement shall not give rise to any right of ownership in the CITY PROPERTY to OWNERS; the CITY PROPERTY shall continue to be a public property held by the CITY in trust for the general public.

7. The underground sprinkling system shall be constructed, installed, maintained and used so as to not interfere with either the public use of the CITY PROPERTY or the rights of abutting and adjoining land owners. The construction, installation, maintenance or use of the underground sprinkling system shall not at any time interfere with the public use of the CITY PROPERTY.

8. This Permit Agreement is subject to the CITY'S unilateral amendment, modification or rescission, and the privileges and authority granted herein may be revoked by the CITY at any time without cause, at which time OWNERS, at their expense, shall remove the underground

sprinkling system in accordance with Paragraph 3 hereof and the St. Charles Municipal Code, however, the CITY may at its option, remove the underground sprinkling system and charge OWNERS the costs and expenses incurred therein. Any such expense incurred by the CITY in connection with this Paragraph shall create a lien against the OWNERS' PROPERTY.

9. The OWNERS agree to indemnify and hold the CITY, its officers, officials, employees and agents harmless from (a) any causes of action or claims for damages to the underground sprinkling system caused by work by the CITY or its agents, within the CITY PROPERTY, and/or (b) any and all claims and causes of action (including, but not limited to, those brought, asserted or alleged by third parties), and liabilities or expenses, including judgments, costs and damages, and including any and all attorney's fees and costs incurred by the CITY, alleged to have occurred from the installation, construction, repair, maintenance, continued existence, or removal of the underground sprinkling system.

10. OWNERS understand and agree that the CITY, public utilities and/or cable television companies, and their successors and assigns, may also have certain rights in, over, under, upon or across the CITY PROPERTY and that this Permit Agreement does not affect or diminish the rights of those parties and that the construction, installation, repair, maintenance and/or use of the underground sprinkling system will not affect or diminish those parties' rights referred to above.

11. Prior to applying for and obtaining a building permit, OWNERS shall complete, and the CITY shall approve, and record the Covenant Running with the Land, attached hereto and made a part hereof as Exhibit "C". Prior to the CITY entering into this Permit Agreement, OWNERS shall deliver to the CITY a recorded copy of the Covenant Running with the Land.

12. This Permit Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

CITY OF ST. CHARLES

By: _____
Building Commissioner

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

OWNER (S):

State of Illinois)
) SS.
Kane County)

I, the undersigned, a Notary Public in, and for said County and State aforesaid,
DO HEREBY CERTIFY that _____ and
_____, personally known to me to be the
same persons whose names are subscribed to the foregoing instrument, appeared before
me this day in person and acknowledged that they signed, sealed and delivered the said
instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____,
A.D., _____.

Notary Public

COVENANT RUNNING WITH THE LAND

THE DECLARATION OF COVENANTS made this
____ day of _____, 19____, by _____

_____ ,
being **all** of the owners of the following described
property; to-wit: **(Insert Legal Description)**

Parcel Number: _____

Commonly known as: _____
(Address - Please Print)

WHEREAS, the City of St. Charles regulates the right-of-ways within its boundaries; and

WHEREAS, the declarants (Property Owners) wish to install in said right-of-way an underground sprinkling system;

NOW, THEREFORE, in consideration of the City of St. Charles issuing a permit to the declarants to install the underground sprinkling system on the right-of-way adjacent to the above-described property, said property is hereby made subject to the following covenants and restrictions, all of which shall be deemed to run with the above-described property:

1. The declarants, their assigns and successors in title hereby agree to install and operate said underground sprinkling system in full compliance with the laws, ordinances, resolutions, rules and regulations of the City of St. Charles, Kane County, the State of Illinois or any other governmental unit or agency having jurisdiction, applicable thereto as amended from time to time.
2. The declarants, their assigns and successors in title hereby agree to and do hereby release the City of St. Charles, its officers, agents and employees which are from time to time authorized to use said right-of-way for any damages to the underground sprinkling system which may occur in the course of the installation, removal, maintenance or repair of utility equipment within said right-of-way, or as the result of street construction/repair, snow removal, street cleaning or tree planting, removal or maintenance by the City of St. Charles.
3. The declarants, their assigns and successors in title hereby agree to indemnify and save the City of St. Charles and the public utilities which are from time to time authorized to use said easements and public parkways, and both groups' officers, agents and employees harmless for any damages, injuries, and costs including damages to the utility equipment, occasioned by the installation, maintenance, location, repair and operation of the underground sprinkling system described above. Said costs to include attorney fees and costs of litigation.
4. The declarants, their assigns and successors in title hereby agree to indemnify and save the City of St. Charles, its officers, officials, employees and agents harmless from any and all claims, causes of action, judgments, expenses, and damages, including attorneys' fees and costs incurred by the City, alleged to have occurred from the installation, construction, repair, maintenance, continued existence, or removal of the underground sprinkling system.

IN WITNESS WHEREOF, the undersigned have executed this declaration at _____, Illinois.

Print Full Name

Print Full Name

Property Owner's Signature

Property Owner's Signature

STATE OF ILLINOIS)
) ss.
COUNTY OF)

I, _____, a Notary Public in and for said County, in the State of Illinois, do hereby certify that _____, personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered said instrument as _____ free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19__.

NOTARY PUBLIC

THIS DOCUMENT PREPARED BY
AND RETURN TO:

City of St. Charles
Attn: Building Department
Two East Main Street
St. Charles, IL 60174
Phone: (630) 377-4400

THIS DOCUMENT MUST BE FILLED OUT COMPLETELY AND APPROVED BY THE BUILDING DEPARTMENT — YOU MUST HAVE IT RECORDED WITH THE COUNTY RECORDER’S OFFICE FOR THE COUNTY IN WHICH YOU RESIDE.

DuPage County Recorder’s Office
421 North County Farm Road
Wheaton, Illinois 60187

Kane County Recorder’s Office
P.O. Box 71
Geneva, Illinois 60134

A copy of this Document, stamped with the County’s recording number, must be submitted with your Building Permit Application to the Building Commissioner.

CITY OF ST CHARLES
Application for Building Permit



Department: Building & Code Enforcement Division

Phone: (630) 377-4406 Fax (630) 443-4638

Application Date: _____ Parcel No. _____ Permit No. _____

PLEASE PRINT ALL INFORMATION

I, _____, do hereby apply for a permit for the following described work

located at _____ Estimated Cost: _____

Description of proposed work: _____

Check List for Submittal of Application:

- Is your property located in the Historic Preservation District? Yes/No If yes, your application will need to be approved by the Historic Preservation Committee.
- Building Permit Application – Completely Filled Out.
- If the sprinkler heads are located in the Right-Of-Way the **Right-Of-Way Permit Agreement** needs to be completed and submitted with the application
- If the sprinkler heads are located in the Right-Of-Way the **Covenant Running With the Land** document needs to be completed and recorded with the Kane County Recorders Office prior to submitting for your permit..

Owner of the Property:

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone NO. _____

Applicant:

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone NO. _____

General Contractor:

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone NO. _____

Illinois License No. _____

Contractor: _____

Name: _____

Address: _____

City/State/Zip Code: _____

Telephone NO. _____

Illinois License No. _____

I, the undersigned, certify that if a permit is issued to me, I will comply with all provisions of the building, plumbing, electric and other applicable ordinances of the City of St. Charles and shall perform all work, or cause all work to be performed according to the provisions of said ordinances. I, or my agent, shall personally supervise the work and shall do, or cause to have done, said work according to plans, specifications and other written information supplied as a part of this application. I am familiar with the applicable ordinances and the provision thereof and in signing this application do willingly become responsible for all work accomplished under the permit by all contractors, tradesmen and workmen, and shall call for inspections as required at a minimum of 24-hours before they become due.

PRINT NAME: _____

SIGNATURE: _____

REPORT OF THE BUILDING OFFICIAL

Accepted: _____ Rejected: _____ Date: _____

Signed: _____

For Office Use
Received _____
Fee Paid \$ _____
Check # _____