



Village of Libertyville Board of Trustees Meeting
AGENDA
March 22, 2016
8:00 p.m.
Village Hall Board Room

1. Roll Call

- Oath of Office: Deputy Fire Chief
- Oath of Office: Fire Lieutenant
- Fire Department Unit Citations
- Proclamation: Vietnam Veterans Day

2. Items Not On The Agenda

(presentation of items not on the Agenda will be limited to three (3) minutes)

3. Omnibus Vote Agenda

a. Minutes Of The March 8, 2016 Meeting

Documents: [Minutes of the March 8, 2016 Meeting.pdf](#)

b. Minutes Of The March 8, 2016 Executive Session

c. Bills For Approval

Documents: [Agenda Item 3C.pdf](#)

d. Ordinance: Sign Variations - BECO Inc., 600 N. U.S. Highway 45

Documents: [Agenda Item No 3D.pdf](#)

e. Ordinance: Amend Municipal Code Re: Building Codes - Defer

Documents: [Agenda Item No 3E.pdf](#)

f. Resolution: Approve Change Order To Contract With Landscape Concepts

Documents: [Agenda Item 3F.pdf](#)

g. Resolution: Approve Change Order To Contract With Buhrman Design Group

Documents: [Agenda Item 3G.pdf](#)

h. Resolution: Urge State Of Illinois To Pass Budget

Documents: [Agenda Item 3H.pdf](#)

i. Approve Request For Use Of Village Property - LHS Student Council

Documents: [Agenda Item 3I.pdf](#)

j. Approve Raffle License Request - Boy Scout Troop 71

Documents: [Agenda Item 3J.pdf](#)

4. ARC Report: Riva Ridge Landscaping (Deferred From March 8, 2016)

Documents: [Agenda Item No 4.pdf](#)

5. Approve Contract Extension For EAB Tree Removal

Documents: [Agenda Item No. 5.pdf](#)

6. Award Contract For Demolition Of Cook House Vent Stack

Documents: [Agenda Item No 6.pdf](#)

7. Request For Exemption From Commercial Waste Franchise - Condell Medical Center

Documents: [Agenda Item No. 7.pdf](#)

8. Award Contract For Church Street Parking Garage

Documents: [Agenda Item No. 8.pdf](#)

9. Approve Professional Service Agreement For Material Testing For Parking Garage

Documents: [Agenda Item No. 9.pdf](#)

10. Petitions & Communications

11. Adjournment

Any individual who would like to attend but because of a disability needs some accommodation to participate should contact the ADA Coordinator at 118 West Cook Avenue, Libertyville, Illinois 60048 (847) 362-2430. Assistive listening devices are available.

VILLAGE OF LIBERTYVILLE
BOARD OF TRUSTEES
March 8, 2016

President Wepler called to order a meeting of the Board of Trustees at 8:00 p.m. in the Village Hall, 118 West Cook. Those present were: President Terry Wepler, Trustees Donna Johnson, Richard Moras, Jay Justice, and Peter Garrity. Trustees Todd Gaines and Scott Adams were absent.

ITEMS NOT ON THE AGENDA

President Wepler asked if anyone had anything to bring before the Board that was not already listed on the agenda.

There were no items.

OMNIBUS VOTE AGENDA

President Wepler introduced the Omnibus Vote Agenda and asked if any member wanted an item removed for separate discussion.

OMNIBUS VOTE AGENDA

- A. Minutes of the February 23, 2016 Meeting
- B. Minutes of the February 23, 2016 Executive Session
- C. Bills for Approval
- D. **ORDINANCE 16-O-17: Amending Sunset Clause on Telecommunications Tax**
- E. Award Contract for Pavement Crack Sealing Program
- F. Award Contract for Pavement Marking
- G. Approve Appointment to the Historic Preservation Commission
- H. Approve Raffle License Request – American Cancer Society
- I. Agreement – Libertyville/Mundelein Historical Society, Inc.

Trustee Johnson moved to adopt the items listed on the Omnibus Vote Agenda in a single group pursuant to the omnibus vote procedures of the Libertyville Municipal Code.

Trustee Moras seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, and Garrity

NAYS: None

ABSENT: Trustees Gaines and Adams

ARC REPORT: Riva Ridge Landscaping (deferred from February 23, 2016 Village Board meeting)

President Wepler introduced a deferred item from the Appearance Review Commission report of February 15, 2016. The Mayor had previously deferred the item pending clarification of the landscaping plan. The Mayor was concerned that in a seven-year period, 179 trees had been removed from the Riva Ridge property, and only 56 trees had been replanted. He asked for questions and comments.

Mr. Loren Nagy, of The Care of Trees, addressed the Board regarding the Riva Ridge landscape plan. He explained that the property had been heavily planted when the subdivision was built, and that over the subsequent 30 years, many of the trees have

engulfed homes. Trees have damaged roofs, siding, and prevented egress. Overplanting has also led to disease, and many diseased and dying trees are Austrian Pines. Due to the overcrowding, he did not recommend replanting one for one. He noted that other diseased trees include ash, pine, and some spruce, but the majority are Austrian Pines. The Mayor explained that he has heard from residents who were concerned about the loss of trees without equal replacement.

Mr. Nagy said that in order to allow room for roots, a group of three pines might be replaced with only one tree.

The Mayor stated that he questioned removing a thirty-foot tree and replacing with a six-eight foot tree.

Trustee Johnson stated that the space should be found for replanting two or three trees of comparable type of those removed.

Mr. Nagy stated that it would not be in the residents' best interest to replant where there is bare dirt due to shade out. This would lead to erosion and subsequent storm sewer issues. He also suggested changing evergreens for deciduous trees or small ornamentals, both better choices. He added that they would revisit in one year with a landscape tour to amend plans.

Trustee Moras asked if residents are able to review plans.

Mr. Nagy stated that his company sends notices to residents to identify any landscape issues. They then complete a two-day tour to review with landscape contractors and address individual areas. If a resident requests a specific tree type, they review to determine the possibility.

The Mayor asked if the Village's arborist had checked the plan. Director Spoden stated that there had been no Board direction for that to occur. He added that the ARC has a landscaper on its commission, but he had not been present at the ARC meeting.

Trustee Garrity asked if there were a comprehensive plan for landscaping. Mr. Nagy stated that if one area requires a heavy cash outlay, other areas are left unaddressed.

Trustee Garrity asked if privacy plantings were included, and Mr. Nagy stated that arbor vitae provide a good choice. Trustee Garrity asked if they work with individual unit owners, and Trustee Justice asked if owners were every surveyed.

Mr. Richard Ciarrochi, 1212 Flamingo Parkway, and President of the Riva Ridge Umbrella Association, stated that the trees are diseased and crowded. He added that the association had heard no complaints, and residents want the dead trees replaced.

Mr. Jon Chizek, 1324 Kempton, and Vice President of the Umbrella Association, gave the example that when three Austrian Pines were planted in a forty-foot diameter, they looked great until they developed. Replacing them in the same manner would lead to the same problem. He also noted that drainage has been a problem.

The Mayor requested that the Village's arborist review the issue due to the obligation for the Board to consider Libertyville as a Tree City USA. Mr. Ciarrochi agreed that the Village arborist could review. He added that they care about their neighborhood and feel that they are a benefit to the Village. Director Spoden stated that the arborist would be scheduled for the next week. The item will appear on the next Village Board meeting agenda.

ZBA REPORT: Signage Variation, BECO Management – 600 N. U.S. Highway 45

President Wepler introduced a ZBA report concerning a request from BECO Management, Inc., for sign variations for the site. The proposal includes site identification signs and directional signs. During the course of the hearing, adjustments were made to the size and type of signs. Members of the ZBA concurred with the revised signage program due to the size and layout of the facility. The following recommendations were sent to the Village Board for approval:

- Increase the maximum number of freestanding business signs from one (1) to four (4)
- Increase the maximum permitted gross surface sign area for business signs from 32 square feet to approximately 222 square feet
- Increase the maximum permitted sign area from two (2) square feet to approximately 11.8 square feet for nine (9) directional signs and increase one (1) additional directional sign to 27 square feet.

The Mayor then asked for questions and comments. Mr. Mark Nelson, the architect from Wight & Company, noted that all recommendations from the ZBA were acceptable. Trustee Johnson moved to approve the sign variations. Trustee Moras seconded. The Mayor asked for further Board and public comment. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, and Garrity

NAYS: None

ABSENT: Trustees Gaines and Adams

APPROVE AMENDMENT TO CHAPTER 6 OF MUNICIPLA CODE – Building Code Amendments

President Wepler explained that the Village operates under the 2012 Series of International Codes as amended. Administrative Staff proposed to update these codes with the adoption of the 2015 International Codes with amendments.

The Community Development and Fire Departments developed a draft of proposed changes to the Libertyville Building and Fire Codes. Staff incorporated review comments from the Libertyville Electrical Commission, the general public, local architects, and builders as well as feedback from customers throughout the years into this proposal.

The new *International Existing Building Code (IEBC)* replaces the old *IBC Chapter 34*. Both provided compliance alternatives for the older buildings in downtown Libertyville that would otherwise be more expensive or more difficult to remodel under the requirements for new construction in the *IBC*. The old *IBC Chapter 34* is no longer published and is replaced by the new more detailed *IEBC*.

A summary of significant code changes was presented, of which items 14, 19, and 20 were of special interest. Item 14 requires GFCI outlets in garages and basements including refrigerators, freezers, sump pumps, and garage doors. Item 19 requires

electrical grounding in concrete footings. Item 20 requires fire sprinklers in all buildings with additions.

The Mayor noted that if the Village Board agreed with the proposed amendment, an ordinance would be drafted for approval at the next meeting. He then asked for questions and comments.

Trustee Justice asked what the impact on current buildings would be. Director of Community Development John Spoden explained that this is an updating, involving new construction only. Trustee Moras was concerned that the Fire Department was not represented at the meeting. Director Spoden stated that Fire Chief Carani had been part of the team that prepared the amendment.

Trustee Justice moved to approve the proposed amendment, and Trustee Moras seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, and Garrity

NAYS: None

ABSENT: Trustees Gaines and Adams

RESOLUTION 16-R-10: Approve Economic Incentive Agreement with Napleton Ford

President Wepler explained that the Village Board adopted Business District Plan No.1 in December 2008 in an effort to create an incentive that would allow the Village's auto dealerships to remain in the community and improve their facilities. The terms of the incentive were amended by Ordinance 14-O-05. Sessler Ford, operator of Napleton Ford at 1010 S. Milwaukee Avenue, requested an incentive in compliance with the Business District Plan for work they are commencing on the building facades and interiors, including site improvements and property acquisition. The incentive amount will be calculated annually using a formula, which considers only a portion of new sales tax created at the site. This "new" sales tax is that over a threshold created from an average of the 2013-2015 municipal sales tax receipts (the tax rate is 1% on purchases). Based on their total sales tax receipts, the amended Plan specifies that they are eligible for an incentive of 40% of "new" taxes. The Village will continue to collect municipal tax receipts up to the threshold, plus 60% of any "new" receipts. Any payments made to the applicant are dependent upon growth in sales tax above the identified threshold. The proposed Development Agreement for Economic Incentive has a ten-year term with an option for the Village Board to extend the agreement for an additional five years. The Mayor then asked for questions and comments.

Mr. Bill Napleton thanked the Village for investing in the upgrade and thanked Village Staff for their great assistance.

Trustee Justice asked for clarification of the incentive program, and Heather Rowe, Economic Development Coordinator, reviewed the details of the Business District Plan. Trustee Justice asked for the amount of sales revenues generated for the Village.

Coordinator Rowe explained that approximately 60%-70% of sales revenues come from auto sales.

Trustee Moras moved to approve the agreement, and Trustee Johnson seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, and Garrity

NAYS: None

ABSENT: Trustees Gaines and Adams

APPROVE PROFESSIONAL SERVICES AGREEMENT – 2017 Water Main Replacement Program

President Wepler introduced an agreement for topographical surveying services. The surveying is needed to depict the existing conditions and to identify any private easements that will be needed for the engineering design phase for the 2017 Water Main Improvements Program. In previous years, the Village has contracted with the surveying firm of Jorgenson & Associates, Inc. to provide these services, which are a necessary component of developing the plans and specifications for the construction work. Jorgenson & Associates, Inc. has previously worked for the Village on numerous surveying projects and has established numerous data collection points throughout the Village, which will assist in completing this work quickly and very cost effectively. Administrative Staff recommended that the Village Board approve and authorize the Village Administrator to sign the attached Professional Services Agreement with Jorgenson & Associates, Inc. in an amount not to exceed \$22,505.28 for topographical surveying services for the 2017 Water Main Replacement Program. The work is budgeted in the Water and Sewer Capital Improvement Fund. The Mayor then asked for questions and comments.

Trustee Johnson moved to approve the agreement and authorize execution. Trustee Garrity seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, and Garrity

NAYS: None

ABSENT: Trustees Gaines and Adams

APPROVE ENGINEERING SERVICES AGREEMENT - 2017 Road Program

President Wepler introduced an engineering services agreement to commence design work for next year's (2017) Water Main Replacement Program in conjunction with the design work for the 2017 Road Program, which was approved by the Streets Committee on January 26, 2016. Gewalt-Hamilton Associates (GHA) has previously performed the design work for the 2013, 2014, 2015, and 2016 Water Main Replacement Programs. GHA has done an excellent job, remaining within the contracted amount and completing the work on time for all the past programs.

A proposal from GHA for the 2017 Water Main Replacement Program, that includes certain street segments which will require water main replacement prior to rehabilitation, was presented. The current construction estimate for the water main replacement work is

approximately \$1,000,000, which includes \$250,000 for Lange Court that needed to be deferred from the upcoming Fiscal Year due to insufficient Budget funds.

Administrative Staff recommended the approval of the Engineering Services Agreement with Gewalt-Hamilton Associates in an amount not to exceed \$93,100.00 for design and construction engineering for the 2017 Water Main Replacement Program. The work is budgeted in the Water and Sewer Capital Improvement Fund. The Mayor then asked for questions and comments.

Trustee Garrity moved to approve the agreement and authorize execution, and Trustee Johnson seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, and Garrity

NAYS: None

ABSENT: Trustees Gaines and Adams

ORDINANCE 16-O-19: Amend Chapter 4 of the Municipal Code Regarding Alcoholic Liquor

President Weppler introduced an ordinance amending Chapter 4 of the Municipal Code. He explained that for the past several months he, as Mayor and Liquor Commissioner, the License and Permits Committee, Village Staff, and the Village Attorney have been reviewing proposed updates to Chapter 4 of the Libertyville Municipal Code regarding alcoholic liquor. The review was initiated in order to reflect recent changes in State law as well as to revise and simplify liquor license categories. The current licenses classifications have been revised so that Class A is a true "Bar" license, while Class B and Class C now reflect more appropriate restaurant and bar operations in Libertyville. A copy of the proposed changes was presented along with a chart that identified all of the current Libertyville Liquor License holders, their current License Class, and the anticipated License Class under the proposed changes. This document was distributed to all current Liquor License holders for review and comment. Several minor questions were presented and addressed in the highlighted document.

Current liquor licenses expire on April 30, 2016, and in order to distribute the correct license renewal applications, the License and Permits committee, Village Staff, and the Village Attorney recommended that the Mayor and Village Board adopt the ordinance and changes to Chapter 4 of the Municipal Code regarding alcoholic liquor. The Mayor then asked for any questions and comments.

Trustee Justice moved to approve the ordinance, and Trustee Johnson seconded. The Mayor asked for Board and public comment. The motion carried on roll call vote as follows:

AYES: Trustees Johnson, Moras, Justice, and Garrity

NAYS: None

ABSENT: Trustees Gaines and Adams

PETITIONS AND COMMUNICATIONS

President Wepler announced the following:

- The Zoning Board of Appeals will meet on Monday, March 14, 2016 at 7:00 p.m.
- The Parking Commission will meet on Tuesday, March 15, 2016 at 10:00 a.m.
- The Economic Development Commission will meet on Wednesday, March 16, 2016 at 7:30 a.m.
- The Sustain Libertyville Commission will meet on Wednesday, March 16, 2016 at 4:00 p.m.
- The Appearance Review Commission will meet on Monday, March 21, 2016 at 7:00 p.m.
- The Streets Committee will meet on Tuesday, March 22, 2016 at 7:00 p.m.
- The Village Board will meet on Tuesday, March 22, 2016 at 8:00 p.m.
- The Village Board will meet on Tuesday, March 29, 2016 as a Committee of the Whole at 6:00 p.m. to discuss the Budget Fund Balance

EXECUTIVE SESSION

President Wepler noted the need for the Village Board to meet in Executive Session for discussion of personnel. Trustee Justice moved to go into Executive Session at 9:11 p.m. Trustee Johnson seconded, and the motion carried on a unanimous voice vote.

ADJOURNMENT

The Board returned to the regular meeting at 9:28 p.m., and with no further business, Trustee Justice moved to adjourn, Trustee Moras seconded, and the motion carried on a unanimous voice vote.

Respectfully submitted,

Sally A. Kowal
Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016
Agenda Item: Approval of Attached Bills
Staff Recommendation: Approve Payment
Staff Contact: Patricia A. Wesolowski, Director of Finance

Summary of Funds

General Fund	\$120,399.75
Capital Improvement Fund	1,925.50
Commuter Parking Fund	12,557.50
Concord Special Service Area	1,405.19
Emergency Telephone System 911	459.08
Firefighters Pension Fund	0.00
Foreign Fire Insurance Tax	4,470.00
General Bond & Interest	0.00
Hotel/Motel Tax Fund	9,411.84
Libertyville Sports/Comp	27,969.77
Motor Fuel Tax Fund	0.00
Northwest Water/Sewer Fund	0.00
Park Improvement Fund	594.00
Police Pension Fund	0.00
Public Building Improvement Fund	0.00
Road Improvement	45,251.19
Sales Tax Bond Fund	0.00
Tax Increment Finance District	18,171.78
Technology Equipment/Replacement Service Fund	2,418.31
Timber Creek Special Service Area	0.00
Utility Fund	50,198.76
Vehicle Maintenance/Replacement Fund	12,260.36
Total - Accounts Payable	\$307,493.03
Total - Payroll 3/18/16	\$701,274.25
Grand Total	\$1,008,767.28

The payment of the above listed funds has been approved by the Village Board of Trustees at a meeting held on March 22, 2016 and you are hereby authorized to pay them from the appropriate budgets.

Terry L. Weppler, Mayor

Attest:

Sally A. Kowal, Village Clerk

JOURNALIZED

BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund 01 GENERAL FUND

Dept 0000 GENERAL					
01-0000-0-450000	BED-15-0004 - PENG-15-0023	BBB ENTERPRISES, INC.	BD Bond Refund	2,500.00	
01-0000-0-450000	BERC-15-0007 - PSD-15-0006	BBB ENTERPRISES, INC.	BD Bond Refund	2,500.00	
01-0000-0-450000	BB-13-0093 - PB-13-0116	IG CONSTRUCTION	BD Bond Refund	5,000.00	
01-0000-0-450000	BERC-13-0009 - PENG-13-0032	IG CONSTRUCTION	BD Bond Refund	5,000.00	
01-0000-0-450000	BB-15-0226 - PB-15-0653	L STUDIO WASH & SKIN CAR	BD Bond Refund	1,500.00	
01-0000-0-450000	DEPOSITS REFUNDABLE	VISU-SEWER OF ILLINOIS L	HYDRANT BOND RELEASE	1,600.00	
01-0000-0-460000	WASTE TAGS-DUE TO GROOT	GROOT INDUSTRIES INC	WASTE TAG SALES	57.80	
01-0000-3-627000	BUILDING PERMITS	DENNEE, LARRY & BARB	REFUND / INSPECTION FEE - NO VIOLATIO	120.00	
01-0000-5-643000	AMBULANCE FEES	BLUE CROSS/BLUE SHIELD O	AMBULANCE REFUND / PAID CLAIM TWICE	549.41	
01-0000-5-643000	AMBULANCE FEES	BLUE CROSS/BLUE SHIELD O	AMBULANCE REFUND / SERVICE DATE 10/8	892.75	
01-0000-5-643000	AMBULANCE FEES	CIGNA PPO PLUS	AMBULANCE REFUND SERVICE DATE 9/15/1	235.69	
01-0000-5-643000	AMBULANCE FEES	MVP HEALTH CARE	AMBULANCE REFUND SERVICE DATE 7/5/15	350.58	
		Total For Dept 0000 GENERAL		20,306.23	

Dept 0100 ADMINISTRATION/FINANCE

01-0100-3-716000	VITAL RECORDS	IL DEPT OF PUBLIC HEALTH	DIST49.5/09705 DEATH CERT SURCHG 2/	6,044.00	
01-0100-3-716000	VITAL RECORDS	OFFICE DEPOT	OFFICE SUPPLIES	31.34	
01-0100-3-745000	SEC 125 ADMINISTRATIVE FEES	DISCOVERY BENEFITS	FLEX PLAN ADMIN 2/16	478.55	
01-0100-3-746000	EMPLOYEE PROGRAMS	AMAZON	FITBIT FITNESS WATCH	212.45	
01-0100-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	320.00	
01-0100-5-723000	OFFICE SUPPLIES	ACOUSTICAL SOLUTIONS	FABRIC FOR BULLETIN BOARD	109.80	
01-0100-5-723000	OFFICE SUPPLIES	AMERICAN ASSOCIATION OF	NOTARY BOND & STAMP-DURNING	53.90	
01-0100-5-723000	OFFICE SUPPLIES	BEAVER SHREDDING, INC.	SHREDDING	65.00	
01-0100-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	1,343.58	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	BP-GAS STATION	GASOLINE-CONFERENCE	22.77	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	CAFE PORTA ALBA	DINNER-CONFERENCE	16.72	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	CHIPOTLE MEXICAN GRILL	DINNER-CONFERENCE	8.43	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	CIRCLE K	CONFERENCE-GASOLINE	20.00	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	CIRCLE K	REFUND ON GASOLINE	(0.20)	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	HYATT REGENCY HOTEL	BALANCE OF DEP ACCOMMODATIONS	0.64	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	SWEET SWIRL	FOOD-CONFERENCE	5.00	
01-0100-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	THE ABBEY RESORT & SPA	LODGING FOR CONFERENCE/BOWENS	167.08	
01-0100-5-726000	MISCELLANEOUS	ADVOCATE OCCUPATIONAL HE	DRUG SCREEN 2/24/16	56.00	
01-0100-5-799000	MAINTENANCE - COPY MACHINE	RICOH USA, INC	COPIER LEASE	390.36	
01-0100-7-713000		Total For Dept 0100 ADMINISTRATION/FINANCE		9,345.42	

Dept 0201 ENGINEERING

01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP. WDO REVIEW SERVICE-	213.00	
01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP WDO PLAN REVIEW SERV	426.00	
01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP WDO PLAN REVIEW SERV	355.00	
01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP WDO PLAN REVIEW-158	497.00	
01-0201-3-728000	TECHNICAL SERVICES	BOLLINGER, LACH & ASSOCI	PIRVATE DEVELOP WDO PLAN REVIEW-911	568.00	
01-0201-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	80.00	
01-0201-5-706000	MATERIALS AND SUPPLIES	AMAZON	BLACK TONER CARTRIDGE	27.56	
01-0201-5-706000	MATERIALS AND SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	63.95	
		Total For Dept 0201 ENGINEERING		2,230.51	
Dept 0203 STREETS					
01-0203-3-742000	COPY MACHINE LEASE	RICOH USA, INC	COPIER LEASE	134.36	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/16	166.32	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/16	19.70	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/16	21.69	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/16	327.14	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 0203 STREETS					
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/16	124.49	
01-0203-4-707000	STREETLIGHT ENERGY	COMMONWEALTH EDISON CO	SERVICE 2/16	128.59	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	STREETLIGHT MAINT 2/16	4,058.58	
01-0203-7-708000	STREETLIGHT MAINTENANCE	GEARY ELECTRIC INC	STREETLIGHT REPAIR / BRACKET 334 AME	436.38	
01-0203-7-712000	MAINTENANCE BUILDINGS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 2/16	245.00	
01-0203-7-712000	MAINTENANCE BUILDINGS	LOWE'S BUSINESS ACCOUNT	MISC HARDWARE / BUILDING MATERIALS	273.93	
01-0203-7-716000	MAINTENANCE STREETS AND ALLEYS	MIDWEST AGGREGATES	COLD MIX UPM	1,199.15	
01-0203-7-719000	MAINTENANCE SIGNS	LAKE COUNTY TREASURER	SIGN MATERIALS	301.95	
01-0203-7-719000	MAINTENANCE SIGNS	MIDWEST SIGN & SCREEN PR	TRANSFER FILM	147.97	
01-0203-7-719000	MAINTENANCE SIGNS	SERVICE COMPONENTS INC	REPAIR PARTS	326.28	
01-0203-7-719000	MAINTENANCE SIGNS	SERVICE COMPONENTS INC	REPAIR PARTS	147.69	
01-0203-7-719000	MAINTENANCE SIGNS	TAPCO	SIGNAGE MATERIALS	1,210.17	
01-0203-7-731000	TRAFFIC SIGNAL MAINTENANCE	LAKE COUNTY TREASURER	QTRLY BILLING TRAFFIC SIGNAL MAINT 1	2,628.90	
Total For Dept 0203 STREETS				11,898.29	
Dept 0204 SNOW REMOVAL AND ICE CONTROL					
01-0204-5-706000	MATERIALS AND SUPPLIES	MORTON SALT, INC.	BULK SAFE-T-SALT	6,948.46	
Total For Dept 0204 SNOW REMOVAL AND ICE CONTROL				6,948.46	
Dept 0301 PLANNING DIVISION					
01-0301-4-710000	TELEPHONE		SERVICE 3/16	80.00	
01-0301-5-706000	MATERIALS AND SUPPLIES		OFFICE SUPPLIES	323.40	
01-0301-5-799000	MISCELLANEOUS	ALBERTSONS	MISC KITCHEN, CONCESSION SUPPLIES	9.65	
01-0301-5-799000	MISCELLANEOUS	HANSA COFFEE ROASTERS	MEETING COFFEE SERVICE	20.00	
01-0301-5-799000	MISCELLANEOUS	THE PICNIC BASKET	PLANNING COMMISSION MEAL	45.00	
Total For Dept 0301 PLANNING DIVISION				478.05	
Dept 0302 BUILDING SERVICES					
01-0302-3-728000	TECHNICAL SERVICES	THOMPSON ELEVATOR INSPIC	ELEVATOR INSPECTIONS & REINSPCTIONS	615.00	
01-0302-4-710000	TELEPHONE		SERVICE 3/16	80.00	
01-0302-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	52.17	
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ASSOCIATION OF LICENSED	TRAINING CLASS	40.00	
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	FIRE PREVENTION SOLUTION	PERMIT TECH 101 COURSE / C KING	125.00	
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL DEPT OF PUBLIC HEALTH	RENEW IL STATE PLUMBER LICENSE-LEBLAN	150.00	
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	IL DEPT OF PUBLIC HEALTH	CONVENIENCE FEE FOR:RENEW IL STATE PL	3.53	
01-0302-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	INT'L CODE COUNCIL	RENEW ICC CERTIFICATIONS-JENSEN	90.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	COMED STORAGE FACILITY	142.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	801 S MILWAUKEE	1,065.00	
01-0302-5-729000	REIMBURSEABLE EXPENSES	BOLLINGER, LACH & ASSOCI	WDO REVIEW / PARKSIDE	568.00	
Total For Dept 0302 BUILDING SERVICES				2,930.70	
Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS					
01-0501-2-720000	INSURANCE	ANDERSON, STEVE	PSEBA MEDICAL INSURANCE REIMBURSEMENT	215.55	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 2/16	32.03	
01-0501-3-705000	CONTRACTUAL SERVICES	COMMONWEALTH EDISON CO	SERVICE 2/16	6.90	
01-0501-3-705000	CONTRACTUAL SERVICES	GATSO USA	RED LIGHT CAMERA PROGRAM 2/16	1,050.00	
01-0501-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	320.00	
01-0501-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	314.83	
01-0501-5-706000	MATERIALS AND SUPPLIES	ALBERTSONS	MISC KITCHEN, CONCESSION SUPPLIES	14.98	
01-0501-5-706000	MATERIALS AND SUPPLIES	BUSS FLOWER SHOP	FUNERAL FLOWERS	100.00	
01-0501-5-722000	POSTAGE	UNITED PARCEL SERVICE	SHIPPING	3.94	
01-0501-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	715.18	
01-0501-5-752000	UNIFORMS	EPOLICESUPPLY	UNIFORMS - FTO BARS	111.90	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND
 Dept 0501 POLICE ADMIN, COMMUNICATION & RECORDS

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Total For Dept 0501 POLICE ADMIN, COMMUNICATION & REC					
Dept 0502 POLICE PATROL	MATERIALS AND SUPPLIES	BROWNELLS, INC	WEAPONS MAINTENANCE SUPPLIES	45.90	
01-0502-5-706000	MATERIALS AND SUPPLIES	LAW ENFORCEMENT TARGETS, RANGE TARGETS	RANGE TARGETS	221.58	
01-0502-5-706000	MATERIALS AND SUPPLIES	LAW ENFORCEMENT TARGETS, TRAINING TASER	TRAINING TASER	39.99	
01-0502-5-706000	MATERIALS AND SUPPLIES	CDW GOVERNMENT, INC	TONER / SQUAD DVD BURNER	41.92	
01-0502-5-720000	DUI EQUIPMENT	ASSOCIATION OF FINANCIAL	AFCI 2016 SEMINAR/SWIDER	125.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	ASSOCIATION OF FINANCIAL	AFCI 2016 SEMINAR/KAPUSINSKI	125.00	
01-0502-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	N EAST MULTI-REGION/TRAI	TRAINING CLS 2/1-3	175.00	
01-0502-5-726000	UNIFORMS	A.W. ZENGELE'S GRANDE C	UNIFORM REPAIR	20.00	
01-0502-5-752000	UNIFORMS	GALLS, LLC	UNIFORMS/MAG POUCH - HEYDE & SPARE	51.98	
01-0502-5-752000	UNIFORMS	RAY O'HERRON CO INC	UNIFORMS/BOOTS - RODRIGUEZ	150.00	
01-0502-5-752000	UNIFORMS	SAFARILAND	HOLSTERS	230.00	
Total For Dept 0502 POLICE PATROL				1,226.37	

Dept 0503 POLICE-INVESTIGATIONS	CONTRACTUAL SERVICES	PORTER LEE CORPORATION	ANNUAL SOFTWARE SUPPORT	967.00	
01-0503-3-705000	CONTRACTUAL SERVICES	WEST GROUP PAYMENT CENTE	WEST INVESTIGATIVE INFO	215.05	
01-0503-3-705000	CONTRACTUAL SERVICES				
Total For Dept 0503 POLICE-INVESTIGATIONS				1,182.05	

Dept 0601 FIRE-ADMINISTRATION	TELEPHONE	CALL ONE	SERVICE 3/16	240.00	
01-0601-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	1,155.81	
01-0601-4-710000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	125.17	
01-0601-5-723000	OFFICE SUPPLIES				
Total For Dept 0601 FIRE-ADMINISTRATION				1,520.98	

Dept 0602 FIRE PREVENTION	PUBLIC EDUCATION	PROMOS 911 INC	PUBLIC ED SUPPLIES	304.67	
01-0602-5-724000	PUBLIC EDUCATION			304.67	
Total For Dept 0602 FIRE PREVENTION				304.67	

Dept 0603 FIRE-EMERGENCY SERVICES	TECHNICAL SERVICES	ANDRES MEDICAL BILLING,	AMBULANCE BILLING 2/16	4,019.07	
01-0603-3-728000	O2	AMERICAN GASES CORP	OXYGEN	63.32	
01-0603-5-707000	O2	AMERICAN GASES CORP	OXYGEN	131.67	
01-0603-5-707000	FIREFIGHTER SUPPLIES	EAGLE ENGRAVING	ID TAGS FOR FIRE INCIDENTS	11.40	
01-0603-5-707000	TRAVEL, TRAIN, SUBSCRIP & DUES	PEN*FDIC	CONFERENCE REGISTRATION/BENDING	545.00	
01-0603-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES				
Total For Dept 0603 FIRE-EMERGENCY SERVICES				4,770.46	

Dept 0604 FIRE-SUPPORT SERVICES	BARRICADE CAUTION TAPE	GRAINGER INC	BARRICADE CAUTION TAPE	85.59	
01-0604-5-706000	ST 1 & 2 AIR HOSE REELS	GRAINGER INC	HOSE REEL	584.10	
01-0604-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE HARDWARE	MISC HARDWARE	30.47	
01-0604-5-707000	SCBA HEADS UP DISPLAYS	AIR ONE EQUIPMENT, INC	SCBA MASK HEADS UP DISPLAYS	590.00	
01-0604-5-707000	FIREFIGHTER SUPPLIES	W.S. DARLEY	TURNOUT GEAR / BOOTS	962.02	
01-0604-5-707000	UNIFORMS	RED WING SHOES	UNIFORMS / BOOTS--GAFFKE	264.00	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS / BENDING	43.80	
01-0604-5-752000	UNIFORMS	THE LOCKER SHOP	UNIFORMS / CLASS A UPGRADES	10.00	
01-0604-7-712000	ST 2 OVERHEAD DOOR REPAIR	AERO GARAGE DOOR SYSTEMS	REPAIR DOOR STN #2	313.00	
01-0604-7-712000	ST 1 SUMP PUMP REPAIR	BANNER PLUMBING SUPPLY C	R&R-BACKFLOWVALVE AT NORTH FIRE STN	186.85	
Total For Dept 0604 FIRE-SUPPORT SERVICES				3,069.83	

Dept 0701 PARKS					
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GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
01-0701-3-705000	CONTRACTUAL SERVICES	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 2/16	262.50	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	103.03	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	20.75	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	29.09	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	32.93	
01-0701-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	30.24	
01-0701-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	93.47	
01-0701-5-706000	MATERIALS AND SUPPLIES	AMAZON	3-STEEL COMPARTMENT BOXES	109.03	
01-0701-5-706000	MATERIALS AND SUPPLIES	CARQUEST AUTO PARTS	MISC REPAIR PARTS	223.16	
01-0701-5-706000	MATERIALS AND SUPPLIES	GRAINGER INC	CLEAR BINDING PRIMER	73.08	
01-0701-5-706000	MATERIALS AND SUPPLIES	J.C. LIGHT	TOP COAT FOR GARBAGE CANS	44.86	
01-0701-5-706000	MATERIALS AND SUPPLIES	MCMMASTER-CARR SUPPLY CO	EQUIPMENT REPAIR PARTS	52.36	
01-0701-5-706000	MATERIALS AND SUPPLIES	MCMMASTER-CARR SUPPLY CO	CABLE CLAMPS	23.93	
01-0701-5-723000	OFFICE SUPPLIES	STARS FENCE INC.	FENCE REPAIR / CH BROWN PARK	39.90	
01-0701-5-728000	TREE SURGERY AND SPRAYING	OFFICE DEPOT	OFFICE SUPPLIES	57.58	
01-0701-5-752000	UNIFORMS	LANDSCAPE CONCEPTS MANAG	LANDSCAPE MAINT	2,905.00	
01-0701-7-712000	MAINTENANCE BUILDING	LECHNER & SONS	UNIFORMS	32.00	
01-0701-7-712000	MAINTENANCE BUILDING	A-1 SECURITY ROOFING CO	ROOF REPAIR / BUTLER LK BANDSHELL	1,720.00	
01-0701-7-712000	MAINTENANCE BUILDING	KONECRANES INC.	ANNUAL MAINMAN INSPECTION & PREVENTI	288.00	
01-0701-7-712000	MAINTENANCE BUILDING	MGN LOCK-KEY & SAFES, IN	DUPLICATE KEYS	20.10	
01-0701-7-713000	MAINTENANCE GROUNDS	RUSSO POWER EQUIPMENT	POWER MELT ORANGE SALT	428.75	
01-0701-7-713000	MAINTENANCE GROUNDS	SUPERIOR INDUSTRIAL SUPP	JANITORIAL SUPPLIES	252.00	
01-0701-7-713000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWBLOWING / SALTING	1,852.50	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	BURRIS EQUIPMENT CO	SEAL KITS	364.27	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	BURRIS EQUIPMENT CO	RETURN / EQUIPMENT REPAIR PARTS	(28.37)	
01-0701-7-715000	MAINTENANCE OTHER EQUIPMENT	NAPA AUTO SUPPLY-LIBERTY	BATTERY	31.73	
Total For Dept 0701 PARKS				9,061.89	

Dept 0702 RECREATION

01-0702-3-713000	INDEPENDENT CONTRACTOR	GLACIER ICE ARENA	ICE SKATING INSTRUCTION	2,870.80	
01-0702-3-713000	INDEPENDENT CONTRACTOR	JENNIFER BOLLER	SCIENCE CLASS INSTRUCTION 2/16	595.00	
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	339.38	
01-0702-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	208.75	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 1/16	224.87	
01-0702-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/16	176.22	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	14.34	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	173.96	
01-0702-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	80.00	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	HERCHENBACH, JULIE	REIMB / PRESCHOOL SUPPLIES	62.38	
01-0702-5-706000	PRESCHOOL SUPPLIES / J HERCHENB	PETTY CASH GENERAL	REPLENISH PETTY CASH	70.88	
01-0702-5-706000	PRESCHOOL SUPPLIES / J FEELY (2	PETTY CASH GENERAL	REPLENISH PETTY CASH	13.77	
01-0702-5-706000	PRESCHOOL SUPPLIES / P KUBALANZ	PETTY CASH GENERAL	REPLENISH PETTY CASH	12.00	
01-0702-5-706000	SUPPL & EXP - TOT PROGRAMS	RICOH USA, INC	COPIER LEASE	104.96	
01-0702-5-716000	DANCE PROGRAM EXPENSE	A WISH COME TRUE	DANCE COSTUMES	899.38	
01-0702-5-716000	DANCE PROGRAM EXPENSE	WEISSMAN'S DESIGNS FOR D	DANCE COSTUMES	588.14	
01-0702-5-722000	SEASONAL BROCHURES	FIORRELLI GRAPHICS & PRIN	READERS CHOICE 2015 POSTERS	36.00	
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	GINO'S EAST	STAFF TRAINING LUNCH	102.00	
01-0702-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	PETTY CASH GENERAL	REPLENISH PETTY CASH	27.00	
01-0702-5-732000	SUPPLIES & EXP -SFC EVNT FMLY	ALBERTSONS	MISC KITCHEN, CONCESSION SUPPLIES	107.33	
01-0702-5-732000	SUPPLIES & EXP -SFC EVNT FMLY	ORIENTAL TRADING COMPANY	MISC BUNNY BREAKFAST SUPPLIES	218.67	
01-0702-5-732000	SANTA LETTER STAMPS / J LUHWIG	PETTY CASH GENERAL	REPLENISH PETTY CASH	29.40	
01-0702-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 2/16	1,150.00	

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 01 GENERAL FUND
 Dept 0702 RECREATION
 01-0702-7-712000
 01-0702-7-712000

MAINTENANCE BUILDING
 MAINTENANCE BUILDING

73.39
 239.70

Dept 0703 SWIMMING POOL OPERATIONS
 01-0703-4-710000
 01-0703-4-710000
 01-0703-7-716000

TELEPHONE
 TELEPHONE
 MAINTENANCE POOLS

8,418.32

Dept 0705 SENIOR PROGRAMS

01-0705-3-713000
 01-0705-3-713000
 01-0705-3-713000
 01-0705-3-713000
 01-0705-3-713000
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 01-0705-3-713000
 01-0705-3-713000
 01-0705-3-713000

CONTRACTUAL SERVICES
 SENIOR DINER CATERING
 SENIOR DINER CATERING

683.50

Dept 1000 EMERGENCY MANAGEMENT AGENCY
 01-1000-4-710000

VERIZON WIRELESS

128.24

Dept 1200 LEGISLATIVE BDS & COMMITTEES
 01-1200-3-728000
 01-1200-3-728000
 01-1200-3-728000
 01-1200-5-726000
 01-1200-5-726000
 01-1200-5-726000
 01-1200-5-726000
 01-1200-5-726000
 01-1200-5-726000

TECHNICAL SERVICE
 TECHNICAL SERVICE
 TECHNICAL SERVICE
 TRAVEL, TRAIN, SUBSCRIP & DUES
 SUSTAIN LIBERTYVILLE COMMISSION
 PADDOCK PUBLICATIONS, IN NOTICE OF PUBLIC HEARING
 RECORDER OF DEEDS
 RECORDER OF DEEDS
 BIG BOWL
 DUNKIN' DONUTS
 GANELLO'S PIZZA
 GANELLO'S PIZZA
 GLMV CHAMBER OF COMMERCE
 ANNUAL MEMBER RECODNITION DINNER/WEPP
 THERMOSTAT

128.24

Dept 1300 LEGAL
 01-1300-3-776000
 01-1300-3-777000
 01-1300-3-779000
 01-1300-3-779000

VILLAGE ATTORNEY-GEN REPRESENT
 VILLAGE PROSECUTOR
 LITIGATION / BCS GOLF -SUBRY
 LITIGATION / STRAMPEL

SWANSON, MARTIN & BELL,
 SMITH, LALUZERNE & HART
 SWANSON, MARTIN & BELL,
 SWANSON, MARTIN & BELL,
 LEGAL SERVICE 1/16
 LEGAL SERVICES 2/16
 LEGAL SERVICE 1/16
 LEGAL SERVICE 1/16

17,593.50
 4,818.75
 3,972.97
 888.00

Dept 1500 CENTRAL BUSINESS
 01-1500-4-710000
 01-1500-7-713000
 01-1500-7-713000

DST PARKING
 TELEPHONE
 MAINTENANCE PARKING LOTS
 MAINTENANCE PARKING LOTS

CALL ONE
 TGF ENTERPRISES INC
 TGF ENTERPRISES INC
 SERVICE 3/16
 SNOWPLOWING / SALTING
 SNOWPLOWING / SALTING

134.42
 504.00
 693.00

Dept 1700 PUBLIC BUILDINGS

Total For Dept 1500 CENTRAL BUSINESS DST PARKING

1,331.42

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 01 GENERAL FUND					
Dept 1700 PUBLIC BUILDINGS					
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 1/16	79.24	
01-1700-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/16	95.81	
01-1700-5-799000	MISCELLANEOUS	THE UPS STORE	RPZ SENT TO BE TESTED	44.59	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 2/16	450.00	
01-1700-7-712000	MAINTENANCE - VILLAGE HALL	TEST GAUGE & BACKFLOW SU	CALIBRATION & RE-CERTIFICATE	95.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ALTHOFF INDUSTRIES INC.	HVAC REPAIR	370.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 2/16	1,170.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	J & R LOCK & SALE, INC	REPAIR DOORS/LOCKS - SCHERTZ BLDG	509.00	
01-1700-7-713000	MAINTENANCE - SCHERTZ BLDG	TEMPERATURE EQUIPMENT CO	V-BELT	4.28	
		Total For Dept 1700 PUBLIC BUILDINGS		2,817.92	
		Total For Fund 01 GENERAL FUND		120,399.75	
Fund 02 CONCORD SPECIAL SERVICE AREA					
02-0000-0-780000	RETENTION POND MAINT	COMMONWEALTH EDISON CO	SERVICE 2/16	30.19	
02-0000-0-799000	MISCELLANEOUS EXPENSE	STARS FENCE INC.	FENCE REPAIR	600.00	
02-0000-0-799000	MISCELLANEOUS EXPENSE	STARS FENCE INC.	FENCE REPAIR / REPLACEMENT	775.00	
		Total For Dept 0000 GENERAL		1,405.19	
		Total For Fund 02 CONCORD SPECIAL SERVICE AREA		1,405.19	
Fund 03 EMERGENCY TELEPHONE SYSTEM 911					
03-0000-4-710000	TELEPHONE		SERVICE 3/16	459.08	
		Total For Dept 0000 GENERAL		459.08	
		Total For Fund 03 EMERGENCY TELEPHONE SYSTEM 911		459.08	
Fund 05 FOREIGN FIRE INSURANCE TAX					
05-0000-0-790000	FIRE FIGHTING/EMER MED EQUIP	DIRECT FITNESS SOLUTIONS	TREADMILL --STN#1	4,470.00	
		Total For Dept 0000 GENERAL		4,470.00	
		Total For Fund 05 FOREIGN FIRE INSURANCE TAX		4,470.00	
Fund 09 TAX INCREMENT FIN DIST #1					
09-0000-0-776000	PARKING IMPROVEMENTS	WALKER PARKING CONSULTAN	LIB CIVIC CTR PARKING STRUCTURE DOCS	18,171.78	
		Total For Dept 0000 GENERAL		18,171.78	
		Total For Fund 09 TAX INCREMENT FIN DIST #1		18,171.78	
Fund 13 HOTEL/MOTEL TAX FUND					
13-0000-0-720000	COOK HOUSE	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 2/16	80.00	
13-0000-0-720000	COOK HOUSE	NORTH SHORE GAS CO	SERVICE 2/16	192.23	
13-0000-0-720000	COOK HOUSE	ORKIN EXTERMINATING CO I	PEST CONTROL	85.14	
13-0000-0-720000	COOK HOUSE	THE HEZNER CORPORATION	ARCH SERV / REMOVAL DUAL INCINERATOR	363.09	
13-0000-0-745000	DOG DAYS FESTIVAL	SWANSON, MARTIN & BELL,	LEGAL SERVICE 1/16	2,109.00	
13-0000-0-759000	TOURISM PROMOTIONS	FIGIELLI GRAPHICS & PRIN	EXPLORE LIBERTYVILLE BROCHURES	210.00	
13-0000-0-759000	TOURISM PROMOTIONS	PADDOCK PUBLICATIONS	SHOP LIBERTYVILLE VALENTINE/S PROMO	1,000.00	
13-0000-0-762000	CIVIC CENTER	CALL ONE	SERVICE 3/16	44.27	
13-0000-0-762000	CIVIC CENTER	USA FIRE PROTECTION, INC	SPRINKLER INSPECTION / CIVIC CTR	76.86	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 13 HOTEL/MOTEL TAX FUND					
Dept 0000 GENERAL					
13-0000-0-770000	SPORTS COMPLEX MARKETING	CHICAGO TRIBUNE	LSC PRINT ADVERTISING	1,653.25	
13-0000-0-770000	SPORTS COMPLEX MARKETING	PADDOCK PUBLICATIONS	LSC PRINT ADVERTISING 1/16	3,334.00	
13-0000-0-770000	SPORTS COMPLEX MARKETING	SIGN*A*RAMA USA	LSC ADVERTISING SIGNAGE / BANNERS	264.00	
		Total For Dept 0000 GENERAL		9,411.84	
		Total For Fund 13 HOTEL/MOTEL TAX FUND		9,411.84	
Fund 14 COMMUTER PARKING FUND					
Dept 0000 GENERAL					
14-0000-3-730000	RENTAL OF LAND	AMERICAN LEGION POST #32	PARKING LOT LEASE 4/16	550.00	
14-0000-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	141.11	
14-0000-4-710000	PHONE	CALL ONE	SERVICE 3/16	54.33	
14-0000-4-710000	PHONE	PACIFIC TELEMANAGEMENT	PAYPHONE SERVICE 4/16	153.00	
14-0000-5-706000	MATERIALS AND SUPPLIES	T & T REPRODUCTIONS & SU	PARKING GUIDE	177.00	
14-0000-5-706000	MATERIALS AND SUPPLIES	TOTAL PARKING SOLUTIONS,	PARKING TERMINALS RECPY PAPER	355.00	
14-0000-5-750000	REFUNDS	LESTER, SHANNON	COMPUTER PARKING PERMIT REFUND	90.00	
14-0000-5-750000	REFUNDS	RIPLEY, ROSS	REIMB FOR DAMAGED LOCK	79.06	
14-0000-7-713000	MAINTENANCE GROUNDS	ECC CLEAN MAINTENANCE, I	JANITORIAL SERVICE 2/16	440.00	
14-0000-7-713000	MAINTENANCE GROUNDS	J & R LOCK & SALE, INC	REPAIR PRAIRIE CROSSING DOORS/LOCKS	3,494.00	
14-0000-7-713000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWPLOWING / SALTING	361.00	
14-0000-7-713000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWPLOWING / SALTING	231.00	
14-0000-7-713000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWPLOWING / SALTING	1,696.00	
14-0000-7-713000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWPLOWING / SALTING	361.00	
14-0000-7-713000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWPLOWING / SALTING	4,375.00	
		Total For Dept 0000 GENERAL		12,557.50	
		Total For Fund 14 COMMUTER PARKING FUND		12,557.50	
Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-3-728000	TECHNICAL SERVICES	DATA PROSE LLC	WTR/SWR BILLING 2/16	390.63	
20-2020-3-728000	TECHNICAL SERVICES	GEARY ELECTRIC INC	HOOK WIRES FOR VLG LOCATORS / MERRILL	195.33	
20-2020-3-728000	TECHNICAL SERVICES	MUNICIPAL & FINANCIAL SE	WATER/SEWER RATE STUDY	5,335.00	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	201.59	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	139.29	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	293.78	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	45.41	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	227.67	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	780.72	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	807.59	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	35.11	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	58.78	
20-2020-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	96.64	
20-2020-4-709000	NORTH SHORE GAS	COMMONWEALTH EDISON CO	SERVICE 2/16	172.19	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 1/16	102.47	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/16	257.52	
20-2020-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 2/16	30.19	
20-2020-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	33.37	
20-2020-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	638.95	
20-2020-4-710000	TELEPHONE	SPRINT / NEXTEL COMMUNIC	SERVICE 1/24--2/23/16	80.00	
20-2020-5-706000	MATERIALS AND SUPPLIES	BLACKBURN MANUFACTURING	MARKING FLAGS	50.99	
20-2020-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 2/16	159.60	
				651.83	

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 20 UTILITY FUND					
Dept 2020 WATER DEPARTMENT					
20-2020-5-726000	TRAVEL, TRAIN, SUBSCRIP & DUES	NATIONAL SAFETY COUNCIL	FLAGGER INSTRUCTOR TRAINING CLASS	495.00	
20-2020-5-799000	MISCELLANEOUS	RECORDER OF DEEDS	FILE LIEN	29.00	
20-2020-5-799000	MISCELLANEOUS	RECORDER OF DEEDS	RECORD LIEN	29.00	
20-2020-5-799000	MISCELLANEOUS	RECORDER OF DEEDS	WATER LIEN COPY	1.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 2/16	220.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 2/16	245.00	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	GRAINGER INC	FAN MOTOR	130.26	
20-2020-7-712000	MAINTENANCE BLDG AND GROUNDS	LOWE'S BUSINESS ACCOUNT	MISC HARDWARE / BUILDING MATERIALS	133.21	
Total For Dept 2020 WATER DEPARTMENT				12,067.12	
Dept 2021 SEWER DEPARTMENT					
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	114.38	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	46.92	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	65.15	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	56.85	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	56.14	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	31.87	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	115.28	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	352.43	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	75.87	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	30.19	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	157.98	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	123.47	
20-2021-4-708000	ELECTRICITY	COMMONWEALTH EDISON CO	SERVICE 2/16	36.93	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/16	32.27	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/16	33.82	
20-2021-4-709000	NATURAL GAS	NORTH SHORE GAS CO	SERVICE 2/16	36.54	
20-2021-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	292.29	
20-2021-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE HARDWARE	MISC HARDWARE	36.97	
20-2021-5-722000	POSTAGE	DATA PROSE LLC	WTR/SWR BILLING 2/16	651.82	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	ALTERNATE POWER, INC	SERVICE CALL / CARRIAGE HILL LIFT STN	348.50	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	GRAINGER INC	REPLACEMENT LAMP, SANI WIPE TOWELS	144.00	
20-2021-7-715000	MAINTENANCE LIFT STATIONS	GRAINGER INC	DRILL CHUCK	50.81	
Total For Dept 2021 SEWER DEPARTMENT				2,890.48	
Dept 2022 WASTE WATER TREATMENT PLANT					
20-2022-4-709000	NORTH SHORE GAS	NORTH SHORE GAS CO	SERVICE 1/16	2,724.31	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	84.51	
20-2022-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	80.00	
20-2022-5-706000	MATERIALS AND SUPPLIES	HINKLEY SPRINGS	LAB WATER	31.60	
20-2022-5-706000	MATERIALS AND SUPPLIES	LIBERTYVILLE HARDWARE	MISC HARDWARE	63.44	
20-2022-5-706000	MATERIALS AND SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	102.98	
20-2022-5-706000	MATERIALS AND SUPPLIES	WILKENS-ANDERSON COMPANY	PIPET FILLER	23.52	
20-2022-5-707000	CHEMICALS	AQUATIC BIOLOGISTS INC	PHYCOMYCIN	2,522.00	
20-2022-5-707000	CHEMICALS	ENVIRONMENTAL AQUATIC MG	RETENONE	3,765.00	
20-2022-5-707000	CHEMICALS	IN THE SWIM	CALCIUM HYPOCHLORITE	575.99	
20-2022-5-707000	UNIFORMS	CUTLER WORKWEAR	UNIFORMS	132.24	
20-2022-5-722000	MAINT - BUILDING & GROUNDS	GRAINGER INC	HYDRANT PARTS - WRENCH	49.34	
20-2022-7-712000	MAINTENANCE OTHER EQUIPMENT	LAI, LTD	FILTER ACTUATOR REPAIR KIT	89.25	
20-2022-7-715000	MAINTENANCE OTHER EQUIPMENT	SMITH ECOLOGICAL SYSTEMS	HYPO PUMP PARTS	107.36	
Total For Dept 2022 WASTE WATER TREATMENT PLANT				10,351.54	
Dept 2023 UTILITY-DEBT SERVICE					

GL Number Invoice Line Desc Vendor Invoice Description Amount Check #

Fund 20 UTILITY FUND					
Dept 2023 UTILITY-DEBT SERVICE					
20-2023-9-797000	PAYING AGENT FEES	THE BANK OF NEW YORK MEL	PAYING AGENT FEE / BOND SERIES 2014A	500.00	
			Total For Dept 2023 UTILITY-DEBT SERVICE	500.00	
Dept 2024 UTILITY-CAPITAL IMPROVEMENT					
20-2024-5-793000	HYDRANTS, VALVES, MISC	HD SUPPLY WATERWORKS, LT	HYDRANT PARTS	472.82	
20-2024-5-793000	HYDRANTS, VALVES, MISC	HD SUPPLY WATERWORKS, LT	HYDRANT PARTS	144.98	
20-2024-6-750000	WWTP IMPR	RHMG ENGINEERS, INC	WWTP MASTER PLAN	13,138.68	
20-2024-6-750000	WWTP IMPR	RHMG ENGINEERS, INC	DIGESTER & BRICK TUCK POINTING	398.70	
20-2024-6-750000	WWTP IMPR	RHMG ENGINEERS, INC	UPFLOW CLARIFIER VALVE REPCMNT-REBID	1,974.70	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	C. AMES CONSTRUCTION	WELL 12 DOOR REPLACEMENT	900.00	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	ENGINEERING ENTERPRISES	PETERSON ROAD W/M EXTERNSION AND BPS	7,317.75	
20-2024-6-772000	UNDERGROUND IMPROVEMENT	OFFICE DEPOT	OFFICE SUPPLIES	41.99	
			Total For Dept 2024 UTILITY-CAPITAL IMPROVEMENT	24,389.62	

Fund 30 VEHICLE MAINT/REPL SERVICE FD					
Dept 0000 GENERAL					
30-0000-3-728000	CONTRACTUAL REPAIR SERVICES	POMP'S TIRE SERVICE INC	TRUCK FLAT REPAIR	56.00	
30-0000-5-707000	TOOLS	MIKE FREUND, INC	TOOLS	292.66	
30-0000-5-711000	GASOLINE & OIL	CARQUEST AUTO PARTS	MISC REPAIR PARTS	276.68	
30-0000-5-711000	GASOLINE & OIL	MANSFIELD OIL COMPANY	FUEL	10,450.46	
30-0000-5-713000	VEHICLE WASHING	LIBERTYVILLE CAR SPA	CAR WASH	117.60	
30-0000-5-714000	VEHICLE PARTS	CARQUEST AUTO PARTS	MISC REPAIR PARTS	1,006.86	
30-0000-5-714000	VEHICLE PARTS	CENTURY ELECTRICAL SUPPL	ELEC SUPPLIES	31.29	
30-0000-5-714000	VEHICLE PARTS	GLOBAL EMERGENCY PRODUCT	RETURN	(1,950.28)	
30-0000-5-714000	VEHICLE PARTS	HYDRAULIC SERVICES & REP	REPAIR PARTS	248.20	
30-0000-5-714000	VEHICLE PARTS	HYDRAULIC SERVICES & REP	REBUILD FLOW TURN CYLINDERS / SPINNER	1,069.30	
30-0000-5-714000	VEHICLE PARTS	INTERSTATE BILLING SERVI	CUP HOLDER ASSEMBLY	114.79	
30-0000-5-714000	VEHICLE PARTS	LIBERTYVILLE LINCOLN SAL	RETURNED 2 /REFLECTOR ASSEMBLY	(97.67)	
30-0000-5-714000	VEHICLE PARTS	MIDWEST PAVING EQUIPMENT	VENTED LOCKABLE FUEL CAP	82.62	
30-0000-5-714000	VEHICLE PARTS	MONROE TRUCK EQUIPMENT I	RETURN	(396.65)	
30-0000-5-714000	VEHICLE PARTS	PRECISION SERVICE & PART	VEHICLE MAINT REPAIR PARTS	293.46	
30-0000-5-714000	VEHICLE PARTS	PRECISION SERVICE & PART	RETURN / VEHICLE MAINT REPAIR PARTS	(97.82)	
30-0000-5-714000	VEHICLE PARTS	TRI-R FABRICATION LLP	METAL	60.80	
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	RONDOUT SERVICE CENTER L	VEHICLE INSPECTIONS / AMB #462	23.50	
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	RONDOUT SERVICE CENTER L	VEHICLE INSPECTIONS / AMBULANCE #461,	94.00	
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	RONDOUT SERVICE CENTER L	VEHICLE INSPECTIONS	232.00	
30-0000-5-755000	LICENSE/TITLE/INSPECTION FEES	SECRETARY OF STATE	PLATE RENEWAL / 2003 HONDA	101.00	
30-0000-5-789000	ACCIDENT DAMAGE EXPENSE	LIBERTYVILLE LINCOLN SAL	BUMPER #009	251.56	
			Total For Dept 0000 GENERAL	12,260.36	
			Total For Fund 30 VEHICLE MAINT/REPL SERVICE FD	12,260.36	

Fund 31 TECHNOLOGY EQUIP/REPL SER FD					
Dept 0000 GENERAL					
31-0000-3-728000	CONSULTING SERVICES	INNOVATIVE MSP SOLUTIONS	IT SUPPORT 3/3/16 & 3/10/16	1,250.00	
31-0000-5-706000	COMPUTER SUPPLIES	CDW GOVERNMENT, INC	USB KEYBOARDS	154.91	
31-0000-5-706000	COMPUTER SUPPLIES	CDW GOVERNMENT, INC	MONITORS	294.04	
31-0000-5-730000	WEB PAGE SERVICES	CONSTANT CONTACT	ENews SUBSCRIPTION FEE	5.00	
31-0000-6-790000	CAPITAL OUTLAY	CDW GOVERNMENT, INC	LAPTOP FOR PATRICE	714.36	
			Total For Dept 0000 GENERAL	2,418.31	

INVOICE GL DISTRIBUTION REPORT FOR VILLAGE OF LIBERTYVILLE
 EXP CHECK RUN DATES 03/22/2016 - 03/22/2016
 JOURNALIZED
 BOTH OPEN AND PAID

Invoice Line Desc Vendor Invoice Description Amount Check #

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
Fund 31 TECHNOLOGY EQUIP/REPL SER FD					
Total For Fund 31 TECHNOLOGY EQUIP/REPL SER FD				2,418.31	
Fund 40 CAPITAL IMPROVEMENT FUND					
Dept 0000 GENERAL					
40-0000-0-774000	STORM SEWER IMPROVEMENTS	GEWALT HAMILTON ASSOCIAT	LCDOT BIKE PATH DRAINAGE ENG SERVICE-	509.50	
40-0000-0-784000	SIDEWALKS AND BIKE PATHS	OZINGA READY MIX CONCRET	ADA SIDEWALK PANELS	421.00	
40-0000-0-799000	MISCELLANEOUS	THIRD MILLENNIUM	ANNUAL MAINT V/L SOFTWARE 3/16--3/17	995.00	
Total For Dept 0000 GENERAL				1,925.50	
Total For Fund 40 CAPITAL IMPROVEMENT FUND				1,925.50	
Fund 41 ROAD IMPROVEMENT FUND					
Dept 0000 GENERAL					
41-0000-6-773000	ROAD REHABILITATION	CHRISTOPHER B BURKE ENG	2015 STREET RESURFACING PROG-PROJ 150	25,745.60	
41-0000-6-773000	ROAD REHABILITATION	CHRISTOPHER B BURKE ENG	2016 STREET RESURFACING PROG. ENG SER	6,055.39	
41-0000-6-773000	ROAD REHABILITATION	CHRISTOPHER B BURKE ENG	2015 STREET RESURFACING PROG ENG SERV	13,450.20	
Total For Dept 0000 GENERAL				45,251.19	
Total For Fund 41 ROAD IMPROVEMENT FUND				45,251.19	
Fund 45 PARK IMPROVEMENT FUND					
Dept 0000 GENERAL					
45-0000-0-799000	MISCELLANEOUS	J.C.FORNEY INC	ADVERTISING COSTS / 625 W WINCHESTER	594.00	
Total For Dept 0000 GENERAL				594.00	
Total For Fund 45 PARK IMPROVEMENT FUND				594.00	
Fund 60 LIBERTYVILLE SPORTS COMP FUND					
Dept 6001 LSC-INDOOR SPORTS CENTER					
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	144.00	
60-6001-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	176.61	
60-6001-5-706000	MATERIALS AND SUPPLIES SPORTS	SUPERIOR INDUSTRIAL SUPP	JANTORIAL SUPPLIES	144.90	
60-6001-5-716000	CONCESSIONS	ALBERTSONS	MISC KITCHEN, CONCESSION SUPPLIES	45.67	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	716.18	
60-6001-5-716000	CONCESSIONS	GOLD MEDAL-CHICAGO INC	CONCESSION SUPPLIES	494.78	
60-6001-5-716000	CONCESSIONS	LIBERTYVILLE SUNSET FOOD	FRUIT FOR CONCESSIONS	18.32	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	2,034.95	
60-6001-5-716000	CONCESSIONS	PEPSI	CONCESSION SUPPLIES	1,306.94	
60-6001-5-716000	FRUIT FOR CONCESSIONS / J OROZC	PETTY CASH GENERAL	REPLENISH PETTY CASH	19.28	
60-6001-5-716000	CONCESSIONS	THE ICEE COMPANY	CONCESSION SUPPLIES	390.22	
60-6001-5-723000	OFFICE SUPPLIES	AMAZON	VACUUM CLEANER	143.99	
60-6001-5-723000	OFFICE SUPPLIES	AMAZON	ASUS 27" LED MONITOR	249.41	
60-6001-5-723000	OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	161.09	
60-6001-5-725000	SUPPLIES ADULT ATHLETIC PRGMS	CAITLIN RODRIGUEZ	WINTER ADLT BB SCOREKEEPER 80\$13	104.00	
60-6001-5-733000	MATL & SUPPLIES CONF & BIRTHDY	LUDWIG, JULIE	REIMB / DRY CLEANING TABLE SKIRTS	143.94	
60-6001-5-734000	MATERIALS & SUPPLIES FITNESS	GAIAM AMERICAS, INC	FITNESS EQUIPMENT	76.68	
60-6001-5-750000	REFUNDS	BOLTON, JOHN R	REFUND FITNESS MEMBERSHIP	9.24	
60-6001-5-750000	REFUNDS	BRADY, MICHAEL R	REFUND / FITNESS MEMBERSHIP	9.24	
60-6001-5-750000	REFUNDS	FOOTE, LORA	REFUND FITNESS MEMBERSHIP	16.99	
60-6001-5-750000	REFUNDS	STEVENSON HIGH SCHOOL	REFUND / LSC OVERPAYMENT	190.00	
60-6001-5-750000	REFUNDS	THORNBOROUGH, DAVID	REFUND FITNESS MEMBERSHIP	8.74	
60-6001-5-751000	CLIMBING WALL/FRONT DESK	EXTREME ENGINEERING LLC	SC AUTO BELAY CABLES FOR CLIMBING WAL	2,479.54	
60-6001-7-712000	MAINTENANCE BUILDING	CENTURY ELECTRICAL SUPPL	LIGHT BULB FOR SIGN	3.58	
60-6001-7-712000	MAINTENANCE BUILDING	CENTURY ELECTRICAL SUPPL	ELECT SUPPLIES	26.00	

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BOTH OPEN AND PAID

GL Number	Invoice Line Desc	Vendor	Invoice Description	Amount	Check #
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Fund 60	LIBERTYVILLE SPORTS COMP FUND				
Dept 6001	LSC-INDOOR SPORTS CENTER				
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	JANITORIAL SERVICE 2/16	3,070.66	
60-6001-7-712000	MAINTENANCE BUILDING	ECO CLEAN MAINTENANCE, I	ADDT'L JANITORIAL SERVICE 2/16	320.00	
60-6001-7-712000	MAINTENANCE BUILDING	GRAINGER INC	REPAIR PARTS / ELECTRONIC MODULE	200.18	
60-6001-7-712000	MAINTENANCE BUILDING	GRAINGER INC	TOILET/URNAL REPAIR PARTS	39.70	
60-6001-7-712000	MAINTENANCE BUILDING	GRAINGER INC	RETROFIT KIT	435.63	
60-6001-7-712000	MAINTENANCE BUILDING / MATS	LECHNER & SONS	UNIFORMS	162.00	
60-6001-7-712000	MAINTENANCE BUILDING / UNIFORMS	LECHNER & SONS	UNIFORMS	8.00	
60-6001-7-712000	MAINTENANCE BUILDING	NETWORK SERVICES COMPANY	JANITORIAL SUPPLIES	563.26	
60-6001-7-712000	MAINTENANCE BUILDING	NETWORK SERVICES COMPANY	LAUNDRY DETERGENT	135.00	
60-6001-7-712000	MAINTENANCE BUILDING	ORKIN EXTERMINATING CO I	PEST CONTROL 3/16/16	50.00	
60-6001-7-712000	MAINTENANCE BUILDING	OVERHEAD DOOR CO	DOOR/TRACK REPAIR	765.70	
60-6001-7-712000	MAINTENANCE BUILDING	SUPERIOR INDUSTRIAL SUPP	JANITORIAL SUPPLIES	318.30	
60-6001-7-714000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWPLOWING / SALTING	341.00	
60-6001-7-714000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWPLOWING / SALTING	2,121.00	
60-6001-7-714000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWPLOWING / SALTING	211.00	
60-6001-7-714000	MAINTENANCE GROUNDS	TGF ENTERPRISES INC	SNOWPLOWING / SALTING	321.00	
60-6001-9-753000	FITNESS EQUIPMENT LEASE	KANSAS STATE BANK	FITNESS BIKES LEASE	3,177.73	
60-6001-9-753000	FITNESS EQUIPMENT LEASE	KANSAS STATE BANK	FITNESS EQUIPMENT LEASE	2,129.50	
Total For Dept 6001 LSC-INDOOR SPORTS CENTER				23,483.95	

Dept 6002	LSC-GOLF LEARNING CENTER				
60-6002-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	96.02	
60-6002-4-710000	TELEPHONE	CALL ONE	SERVICE 3/16	117.74	
60-6002-5-733000	MATERIALS & SUPPLIES- PRO SHOP	RANGE AUTOMATION SYSTEMS	CARD ENCODING	166.00	
60-6002-5-733000	MATERIALS & SUPPLIES- PRO SHOP	UNITED PARCEL SERVICE	SHIPPING	73.26	
60-6002-5-733000	PRO SHOP MERCHANDISE	CMAC GOLF INC	GOLF SHOP SALES 11--12/15 & 1--2/16	1,458.59	
60-6002-7-715000	MAINTENANCE OTHER EQUIPMENT	RANGE SERVANT AMERICA IN	RANGE REPAIR PARTS	901.21	
60-6002-7-715000	MAINTENANCE OTHER EQUIPMENT	TRI-R FABRICATION LLP	SC DR KUBOTA BALL PICKER FABRICATION	68.00	
Total For Dept 6002 LSC-GOLF LEARNING CENTER				2,880.82	

Dept 6004	LSC-GENERAL				
60-6004-9-797000	PAYING AGENT FEES	THE BANK OF NEW YORK MEL	PAGING AGENT FEE / BOND SERIES 2010B	802.50	
60-6004-9-797000	PAYING AGENT FEES	THE BANK OF NEW YORK MEL	PAYING AGENT FEE / BOND SERIES 2010A	802.50	
Total For Dept 6004 LSC-GENERAL				1,605.00	
Total For Fund 60 LIBERTYVILLE SPORTS COMP FUND				27,969.77	

GL Number Invoice Line Desc Vendor BOTH OPEN AND PAID Invoice Description Amount Check #

Fund Totals:

Fund 01	GENERAL FUND				120,399.75	
Fund 02	CONCORD SPECIA				1,405.19	
Fund 03	EMERGENCY TELE				459.08	
Fund 05	FOREIGN FIRE I				4,470.00	
Fund 09	TAX INCREMENT				18,171.78	
Fund 13	HOTEL/MOTEL TA				9,411.84	
Fund 14	COMMUTER PARKI				12,557.50	
Fund 20	UTILITY FUND				50,198.76	
Fund 30	VEHICLE MAINT/				12,260.36	
Fund 31	TECHNOLOGY EQU				2,418.31	
Fund 40	CAPITAL IMPROV				1,925.50	
Fund 41	ROAD IMPROVEME				45,251.19	
Fund 45	PARK IMPROVEME				594.00	
Fund 60	LIBERTYVILLE S				27,969.77	

Total For All Funds: 307,493.03



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Ordinance Granting Sign Variations (ZBA 16-02) at 600 N. U.S. Highway 45
– BECO Management, Inc., Applicant

Staff Recommendation: Approve ordinance.

Staff Contact: John P. Spoden, Director of Community Development

Background: The attached ordinance would grant sign variations for site identification signs and directional signs for Innovation Park at 600 N. U.S. Highway 45. The Village Board approved this request at their March 8, 2016, meeting with the understanding that an ordinance would be drafted for the Village Board to approve at their March 22, 2016 meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

Four positive votes are required for approval.

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE GRANTING SIGN VARIATIONS
AT 600 N. U.S. HIGHWAY 45

Adopted by the
President and Board of Trustees
of
the Village of Libertyville
Lake County, Illinois
this ____ day of _____, 2016

Published in pamphlet form by direction
and authority of the Village of Libertyville
Lake County, Illinois
this ____ day of _____, 2016

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-_____

AN ORDINANCE GRANTING SIGN VARIATIONS
AT 600 N. U.S. HIGHWAY 45

WHEREAS, Brit-Libertyville Owner LLC (the “Owner”) is the owner of property located at 600 N. U.S. Highway 45 in the Village of Libertyville, which property is legally described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof (the “Subject Property”); and

WHEREAS, the Subject Property is zoned in an O-2, Office, Manufacturing and Distribution Park District pursuant to the Libertyville Zoning Code; and

WHEREAS, the Owner filed an application with the Zoning Board of Appeals of the Village of Libertyville seeking variations to Section 11-14 of the Libertyville Zoning Code to: 1) increase the maximum permitted number of freestanding business signs from one (1) to four (4) in order to install monument signs; 2) increase the maximum permitted gross surface sign area for all business signs for the subject property from 32 square feet to approximately 222 square feet in order to install the four (4) monument business signs; and 3) increase the maximum permitted sign area from two (2) square feet to approximately 11.8 square feet for nine (9) private traffic direction signs and to increase the maximum permitted sign area from two (2) square feet to approximately 27 square feet for one (1) additional (10th) private traffic direction sign for property located in an O-2, Office, Manufacturing and Distribution Park District; and

WHEREAS, on January 18, 2016, the Development Review Committee reviewed and recommended approval of the requested variations for number of freestanding business signs and permitted sign area; and

WHEREAS, on January 18, 2016, the Development Review Committee reviewed and recommended to deny the requested variation for gross surface sign area; and

WHEREAS, the Zoning Board of Appeals, pursuant to notice duly published on February 6, 2016, in the *Daily Herald*, held a public hearing on February 22, 2016, at 7:00 p.m., in the Libertyville Village Hall, 118 West Cook Avenue, Libertyville, Illinois, for the purpose of hearing and considering testimony regarding the requested variations; and

WHEREAS, on February 22, 2016, the Zoning Board of Appeals, having fully heard and considered the testimony of all those present at the public hearing who wished to testify, made certain findings of fact as required by law and recommended to the President and Board of Trustees of the Village of Libertyville that the requested variations be approved, all as is more specifically set forth in that certain Report of the Zoning Board of Appeals on Case No. ZBA 16-02, dated as of March 2, 2016; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have considered the Owner's application, the findings and recommendations of the Zoning Board of Appeals and are fully advised in the premises.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE, STATE OF ILLINOIS, AS FOLLOWS:

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated herein as if fully set forth.

SECTION TWO: Findings. The findings of the Zoning Board of Appeals, as set forth in that certain Report of the Zoning Board of Appeals on Case No. ZBA 16-02, dated as of March 2, 2016, shall be, and they hereby are, accepted and adopted as herein modified by the President and Board of

Trustees of the Village of Libertyville. In addition and without limitation of the foregoing, the President and Board of Trustees of the Village of Libertyville do hereby find and determine that:

1. General Standard. No variation shall be granted pursuant to this Section 16-8 unless the applicant shall establish that carrying out the strict letter of the provisions of this Code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this Section 16-8.7.
2. Unique Physical Condition. The Innovation Park Property Consists of two (2) lots with total square footage of approximately 3,700,000 square feet and is zoned O-2, Office, Manufacturing and Distribution Park District:
3. Not Self-Created. The current owners of the site, BECO Midwest, have taken no actions to create the conditions outlined in (b) above.
4. Denied Substantial Rights. BECO Midwest requires the monument signs to sufficiently identify their property at each of the (3) entrances to their property. BECO Midwest also requires numerous directory signs to allow proper navigation to the many potential businesses located within the buildings on the property.
5. Not Merely Special Privilege. The request does not seek a special privilege. It only seeks the ability to identify the property at each of its entrances and to sufficiently provide tenant location information necessary for proper site navigation.
6. Code and Plan Purposes. The proposal is consistent with Code and Plan purposes.
7. Essential Elements of the Area. The variation would not result in a use or development on the subject lot that:
 - 1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or
 - 2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or
 - 3) Would substantially increase congestion in the public streets due to traffic or parking; or
 - 4) Would unduly increase the danger of flood or fire; or
 - 5) Would unduly tax public utilities and facilities in the area; or
 - 6) Would endanger the public health or safety.
8. No Other Remedy. The requested variation will enable BECO Midwest to provide professional, simple, and standardized property identification and tenant identification information throughout the site. The package is an effective solution to the complexities presented by the size of the property and buildings on the property, and the expected presence of a large quantity of business tenants.

SECTION THREE: Variations. The President and Board of Trustees of the Village of Libertyville, acting under and by virtue of authority conferred upon it by the laws of the State of Illinois and by Article 16-8.5 of the Libertyville Zoning Code, do hereby grant to Owner, as a personal privilege variations to: 1) increase the maximum permitted number of freestanding business signs from one (1) to four (4) in order to install monument signs; 2) increase the maximum permitted gross surface sign area for all business signs for the subject property from 32 square feet to approximately 222 square feet in order to install the four (4) monument business signs; and 3) increase the maximum permitted sign area from two (2) square feet to approximately 11.8 square feet for nine (9) private traffic direction signs and to increase the maximum permitted sign area from two (2) square feet to approximately 27 square feet for one (1) additional (10th) private traffic direction sign for property located in an O-2, Office, Manufacturing and Distribution Park District; provided, however, that these variations shall be, and hereby are, expressly made subject to the conditions and limitations set forth in Section Four below.

SECTION FOUR: Conditions and Limitations. The variations described in Section Three above shall be, and hereby are, expressly made subject to the following conditions and limitations:

- (a) The variations hereby granted shall run only to the Owner, as a personal privilege, and only with respect to the specific signs that are the subject of the Owner's application.
- (b) Signs shall be constructed, used and maintained only in strict conformity with (i) the documents and plans submitted to the President and Board of Trustees of the Village of Libertyville in Case No. ZBA 16-02; and (ii) all ordinances, rules and regulations of the Village and the requirements of the Village thereunder.

SECTION FIVE: Compliance. The failure or refusal of the Owner at any time in the future to comply with the terms of this ordinance shall subject the Owner to the penalties set forth in the Libertyville Municipal Code and to termination of these variations after notice and public hearing as

may be required by State Statute or the Libertyville Municipal Code and to any other penalties or legal action that may be authorized by law.

SECTION SIX: Effective Date. This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law; provided, however, that this ordinance shall be of no force or effect unless and until the Owner shall have paid all fees and charges owing to the Village and arising from this approval.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Terry L. Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk

EXHIBIT A

Legal Description of the Property

The North Half of Lots 1 and 2 of the Southwest Quarter of Section 18, Township 44 North, Range 11, East of the 3rd Principal Meridian, in Lake County, Illinois;

Excepting That Part of the North Half of Lots 1 and 2 of the Southwest Quarter of Section 18, Township 44 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois, Described as Follows:

Beginning at the Northwest Corner of the Southwest Quarter of Said Section 18; Thence Along an Assumed Bearing of South 89 Degrees 34 Minutes 41 Seconds East Along the North Line of the Southwest Quarter of Said Section 18, Being Also the North Line of the North Half of Said Lots 1 and 2, a Distance of 94.64 Feet to a Point 95.00 Feet Normally Distant East of the Centerline of Pavement of U.S. Route 45; Thence South 0 Degrees 14 Minutes 43 Seconds West Along a Line 95.00 Feet Normally Distant East and Parallel With the Centerline of Pavement of U.S. Route 45, a Distance of 483.26 Feet; Thence Southerly Along a Tangential Curve Concave to the East, Said Curve Being 95.00 Feet Normally Distant East and Concentric With the Centerline of Pavement of U.S. Route 45, Radius 30,014.94 Feet, Central Angle 0 Degrees 29 Minutes 40 Seconds, 259.06 Feet; Thence North 89 Degrees 45 Minutes 02 Seconds East Along a Radial Line, 30.00 Feet to a Point 125.00 Feet Normally Distant East of the Centerline of Pavement of U.S. Route 45; Thence Southerly Along a Curve Concave to the East, Said Curve Being 125.00 Feet Normally Distant East and Concentric With the Centerline of Pavement of U.S. Route 45, Radius 29,084.94 Feet, Central Angle 0 Degrees 57 Minutes 05 Seconds, 497.92 Feet; Thence South 88 Degrees 47 Minutes 57 Seconds West Along the Prolongation of a Radial Line, 30.00 Feet to a Point 95.00 Feet Normally Distant East of the Centerline of Pavement U.S. Route 45; Thence Southerly Along a Curve Concave to the East, Said Curve Being 95.00 Feet Normally Distant East and Concentric With the Centerline of Pavement of U.S. Route 45, Radius 30,014.94 Feet, Central Angle 0 Degrees 09 Minutes 20 Seconds, 81.43 Feet to the South Line of the North Half of Said Lots 1 and 2; Thence North 89 Degrees 37 Minutes 21 Seconds West Along the South Line of the North Half of Said Lots 1 and 2, a Distance of 101.67 Feet to the West Line of the Southwest Quarter of Said Section 18; Thence North 0 Degrees 02 Minutes 31 Seconds East Along the West Line of the Southwest Quarter of Said Section 18, a Distance of 1322.12 Feet to the Point of Beginning.

And Also Excepting Therefrom That Part of North Half of the Southwest Quarter of Section 18, Township 44 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois, Described as Follows:

Commencing at the Southwest Corner of Said North Half; Thence on an Assumed Bearing of North 89 Degrees 27 Minutes 24 Seconds East, on the South Line of Said North Half, 30.929 Meters (101.47 Feet) to the East Right of Way Line of U.S. Route 45, as Dedicated by Document Number 2942186, and the Point of Beginning; Thence Northerly on Said East Right of Way Line, Being a 9,148.572 Meters (30,014.94 Foot) Radius Curve, Concave Easterly, 24.813 Meters (81.41 Feet), the Chord of Said Curve Bears North 02 Degrees 10 Minutes 46 Seconds West 24.813 Meters (81.41 Feet) to an Angle Point in Said Right of Way Line; Thence North 87 Degrees 53 Minutes 54 Seconds

East, on Said Right of Way Line, 1.036 Meters (3.40 Feet) to a 5/8" Rebar With an Applied Cap Stamped "State of Illinois Division of Highway Row Corner IPLSC 89"; Thence South 1 Degree 58 Minutes 16 Seconds West, 24.839 Meters (81.49 Feet) to the South Line of Said North Half; Thence South 89 Degrees 27 Minutes 24 Seconds West, on Said South Line, 0.946 Meters (3.10 Feet) to the Point of Beginning.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Item: An Ordinance Amending Chapter 6, Buildings and Technical Regulations of the Libertyville Municipal Code

Staff Recommendation: Approval of ordinance.

Staff Contact: John P. Spoden, Director of Community Development
Richard Carani, Fire Chief

Background: The attached ordinance will update the existing Building and Technical Regulations provisions found in Chapter 6 of the Municipal Code. The Village Board reviewed and approved the proposed changes at their March 8, 2016 meeting with the understanding that an ordinance would be drafted for the Village Board to consider at their March 22, 2016 meeting. The Administrative Staff recommends the Village Board approve the attached ordinance.

To approve, a simple majority of the Corporate Authorities is required (four positive votes).

VILLAGE OF LIBERTYVILLE

ORDINANCE NO. 16-O-____

AN ORDINANCE AMENDING CHAPTER 6 - BUILDINGS AND TECHNICAL REGULATIONS OF THE LIBERTYVILLE, ILLINOIS MUNICIPAL CODE

WHEREAS, the Village of Libertyville enacted Chapter 6-Buildings and Technical Regulations of the Village of Libertyville Municipal Code; and

WHEREAS, the President and Board of Trustees of the Village of Libertyville have determined that it is in the best interest of the Village and its residents to update the building and fire prevention requirements of the Village of Libertyville to improve the standards for buildings and technical regulations; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to adopt the following amendments:

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE, STATE OF ILLINOIS, AS FOLLOWS:

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated herein as if fully set forth.

SECTION TWO: Repeal of Chapter 6-Buildings and Technical Regulations of the Village of Libertyville Municipal Code. Chapter 6-Buildings and Technical Regulations of the Village of Libertyville Municipal Code. is hereby repealed, in its entirety.

SECTION THREE: Adoption of Chapter 6-Buildings and Technical Regulations of the Village of Libertyville Municipal Code. Immediately following the repeal of Chapter 6-Buildings and Technical Regulations of the Village of Libertyville Municipal Code, as set forth in the preceding section of this ordinance, Chapter 6-Buildings and Technical Regulations of the Village of Libertyville Municipal Code. shall hereby be adopted as follows:

LIBERTYVILLE, ILLINOIS MUNICIPAL CODE
Chapter 6 BUILDINGS AND TECHNICAL REGULATIONS*

*Cross reference(s)--Community appearance, Ch. 7; environmental preservation, Ch. 9; nuisances, Ch. 15; planning and development, Ch. 18; subdivisions, Ch. 22; zoning, Ch. 26.

State law reference(s)--General authority to regulate buildings and construction, 65 ILCS 5/11-30-1--5/11-39-3

ARTICLE I. IN GENERAL

Secs. 6-1--6-25. Reserved.

ARTICLE II. BUILDING CODE

DIVISION 1. GENERALLY

Sec. 6-26. Title.

This article shall be known as the building code of the village, referred to in this article as "this code," and shall include general provisions, the basic building code, the mechanical code, the plumbing code, energy code, swimming pool code, fuel gas code, existing building code, and the one and two family residential code. Other codes and ordinances of the village which pertain to the construction or alteration of buildings and structures include, without limitation, the electrical code in article III of this chapter, the property maintenance code in article IV of this chapter, and the fire prevention code in article V of this chapter.

(Ord. No. 92-0-52, §2(100-1), 10-27-92)

Sec. 6-27. Scope.

This article shall control all matters concerning the construction, alteration, addition, repair, movement, equipment, replacement, removal, demolition, use, location, occupancy and maintenance of all buildings and structures, and shall apply to existing or proposed buildings and structures; except as such matters are otherwise provided for in chapter 26, Zoning, or other ordinances or statutes, or in the rules and regulations authorized for promulgation under the provisions of this code.

(Ord. No. 92-0-52, 2(100-2), 10-27-92)

Sec. 6-28. Intent.

This code shall be construed to secure its expressed intent, which is to establish the minimum requirements to safeguard public safety, health and welfare, insofar as they are affected by

building or structure construction, through structural strength, stability, adequate means of egress facilities, sanitary equipment and systems, light and ventilation, electrical devices and systems, and fire safety; and, in general, to secure safety to life and property from all hazards incident to the design, erection, repair, replacement, removal, demolition, maintenance, or use and occupancy of buildings, structures or premises.

(Ord. No. 92-0-52, §2(100-4), 10-27-92)

Sec. 6-29. Applicability.

- (a) *Generally.* The provisions of this article shall cover all matters affecting or relating to buildings and structures, as set forth in sections 6-26 through 6-28.
- (b) *Exemptions.* This code shall not be construed as requiring alterations to lawfully constructed existing buildings or equipment, unless specific provision is made to the contrary or unless the provision is expressly made retroactive.
- (c) *Matters not provided for.* Any requirement essential for structural, fire, electrical, mechanical or sanitary safety of an existing or proposed building or structure, or essential for the safety of the occupant thereof, and which is not specifically covered by this code or other codes and ordinances of the village as described in section 6-26, shall be determined by the building official based upon the exercise of his best professional judgment in accordance with customary practice in the field.
- (d) *Other regulations.* When the provisions in this article specified for health, safety and welfare are more restrictive than other regulations, this code shall control; but in any case, the most rigid requirements of either this code or such other applicable regulations as may be in force or legally adopted shall apply whenever they may be in conflict.

(Ord. No. 92-0-52, §2(100-5), 10-27-92)

Sec. 6-30. Existing structures.

- (a) *Unlawful use.* Any use, building or structure used or constructed unlawfully or that was in violation of any previous codes or regulations, prior to the adoption of this code, shall be deemed a continuing violation and subject to the penalties of this code.
- (b) *Continuation of existing use.* Consistent with chapter 26, Zoning, the legal use and occupancy of any structure existing on the date of adoption of this code or for which building permits have been applied and which meet all provisions of previous regulations may be continued without change, except as may be specifically covered in this code and the property maintenance and fire prevention regulations adopted in articles IV and V of this chapter, or as may be deemed necessary by the building official for the general safety and welfare of the occupants and the public.

(c) *Change in use.* It shall be unlawful to make any change in the use or occupancy of any structure or portion thereof which would subject it to any special or general provision of this code without approval of the building official, certifying that such structure meets the intent of the provisions of all codes and ordinances governing the new use or occupancy and that such change does not result in any greater hazard to public safety or welfare. Where a change of use is contemplated in whole or in part of any existing building, the building shall be upgraded to comply with this code for the most hazardous use.

(d) *Alterations or repairs.* Alterations or repairs may be made to any structure without requiring the existing structure to comply with all the requirements of this code; provided such work conforms to that required of a new structure and that such alterations or repairs shall not cause an existing structure to become unsafe, unsanitary or adversely affect the performance of the building. Alterations or repairs to an existing structure which are nonstructural and do not adversely affect any structural member or any part of the structure having a required fire resistance rating may be made with the same or better materials of which the structure is constructed.

(Ord. No. 92-0-52, §2(100-6), 10-27-92; Ord. No. 94-0-34, §4, 7-26-94)

Sec. 6-31. Repairs and maintenance.

(a) *Repairs.* Ordinary repairs to structures (those that are generally routine and/or decorative in nature and are nonstructural) may be made without application or notice to the building official, but such repairs shall not include the cutting or weakening of any wall, partition or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exit requirements; nor shall ordinary repairs include additions to, alterations of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electrical wiring or mechanical equipment or devices or other work affecting public health or general safety. Ordinary repairs shall include routine replacement/changeout of residential toilets, sinks and their connectors.

(b) *Maintenance.* All buildings or structures and all parts thereof, both existing and new, shall be maintained in a safe and sanitary condition. All service equipment, means of egress, devices and safeguards which are required by this code in a building or structure, or which were required by a previous code or statute in a building or structure, when erected, altered or repaired, shall be maintained in good working order.

(c) *Owner responsibility.* The owner or the owner's designated agent shall be responsible for the safe and sanitary maintenance of the building or structure or premises and its means of egress facilities at all times.

(Ord. No. 92-0-52, §2(100-7), 10-27-92)

Sec. 6-32. Demolition of structures.

- (a) *Service connections.* No structure may be eligible for demolition unless and until the owner has submitted proof that the structure is vacant. Before a vacant structure can be demolished or removed, the owner or owner's agent shall notify all utilities having service connections within the structure such as water, electric, gas, sewer. Permit to demolish or remove a vacant structure shall not be issued until a release is obtained from the utilities, stating that their respective service connections and appurtenant equipment, such as meters and regulators, have been removed or sealed and plugged in a safe manner.
- (b) *Notice to adjoining owners.* A permit shall not be issued for the removal of a vacant building or structure until proof of notification to the owners of adjoining properties and to the owners of overhead wires or other facilities which may have to be temporarily removed or protected is provided by the applicant.
- (c) *Lot protection and cleanup.* Whenever a structure is demolished or removed, the premises shall be maintained free from all unsafe or hazardous conditions during and after the demolition work. All debris is to be safely removed, dust is to be controlled and the property restored to established grade. Proper drainage will be provided, and the erection of any necessary retaining walls, fences or other safeguards shall be in accordance with Chapter 33 of the International Building Code, as adopted in section 6-161.
- (d) *Tree Preservation.* Permits shall not be issued for the removal of a vacant building or structure until a tree survey of the property, performed by a certified arborist is submitted for review. Any trees removed as part of the demolition of a vacant building or structure shall be required to be replaced in accordance with Chapter 9 of this code.
- (e) *Fees, bonds and insurance.* Permit fees, cash restoration bonds, and proof of insurance shall be paid submitted in the amounts shown in section 6-90 (Fee Schedule), 6-91 (Cash Bonds) and 6-86(k) (Insurance) The building official may waive the insurance requirement for minor demolition work.

(Ord. No. 92-0-52, §2(100-8), 10-27-92; Ord. No. 96-0-38, §2, 6-13-96)

Sec. 6-33. Moved structures; site plan approval, compliance required.

Buildings and structures moved into or within the village must receive prior approval of the building plan and the site plan from the president and board of trustees, and the owner must provide evidence that the building or structure shall comply with all provisions of this code for

new buildings and structures. Further, the building or structure shall not be used or occupied in whole or in part until the certificate of use and occupancy shall have been issued by the building official.

(Ord. No. 92-0-52, §2(100-9), 10-27-92)

Sec. 6-34. Materials and equipment; approval required.

- (a) *Generally.* All materials, equipment, systems and devices approved for use by the building official shall be constructed and installed in accordance with such approval. No unapproved materials shall be used or installed in any building or structures.
- (b) *Manufacturer's instructions and recommendations.* Where this code does not provide specific installation detail or instructions and/or this code does not specifically address the proper application or prohibitions of use of specific materials, the approved manufacturer's installation instructions and recommendations for the proper installation and use of the specific materials shall govern.
- (c) *Modifications.* Where there are practical difficulties involved in carrying out structural or mechanical provisions of this code or of an approved rule, the building official may vary or modify such provision upon application of the owner or owner's agent, provided that the spirit and intent of the provisions shall be observed and public safety and welfare are ensured. Such modifications shall be properly recorded in the permanent records and files of the department.
- (d) *Used materials and equipment.* No used materials, equipment, systems and devices shall be constructed or used unless proof is provided that all such have been reconditioned, tested and placed in like-new, proper working condition and have been approved for use by the building official.
- (e) *Alternative materials and equipment.* The provisions of this code are not intended to preclude the use of any material and method of construction not specifically prescribed by this code, provided any such alternative has been approved. The building official may approve any such alternatives, provided the building official finds that the proposed alternative is at least equivalent to, or better than, the prescribed material or method of construction in quality, strength, effectiveness, fire resistance, durability and safety, and complies with the intent of this code.
- (f) *Research and investigations.* The building official shall require that sufficient technical reports or test data be submitted to substantiate the proposed use of any alternative material or methods of construction, and if it is determined that the evidence submitted constitutes satisfactory proof of performance for the use intended, the building official may approve its use, subject to the restrictions or

limitations placed on the alternative material or method of construction as revealed by the technical data, reports, and test results. The costs of all tests, reports and/or investigations required under this subsection shall be paid by the applicant.

- (g) *Approved report and testing agencies.* All technical reports shall be prepared, sealed and signed by qualified engineers licensed by the state. All tests shall be conducted under the provisions of the International Building Code, as adopted in section 6-161, and shall use nationally recognized test standards. Approved testing agencies shall be those generally recognized nationally as qualified to responsibly conduct and interpret tests and test results and shall be approved by the building official.
- (h) *Research reports.* The building official may accept duly authenticated research reports from the International Building Code or other approved sources of national standing, as supporting data for acceptance of materials or methods of construction not specifically provided for in this code. The building official may require such research reports by a duly qualified research body before acceptance of new or alternative materials or methods of construction, with all costs to be paid by the applicant.

(Ord. No. 92-0-52, §2(100-10), 10-27-92)

Sec. 6-35. Professional architectural and engineering services.

- (a) *Generally.* All plans, specifications, computations, details or other pertinent data required for a building permit application for new construction, additions, alterations, repair, expansion or modification work for any structure or mechanical system involving the practice of professional architecture or engineering, as defined by the statutory requirements of the professional registration laws of the state, shall be prepared by or under the direct supervision of a registered architect or engineer and bear the architect's or engineer's signature and seal in accordance with the state statutes governing professional registration and practice. Overall structural design of buildings and nonbuilding structures shall bear the signature and seal of a registered architect or structural engineer only. Building systems, other than structural design, shall bear the signature and seal of a registered architect or of an engineer of the appropriate registration. All plans for new residential buildings shall bear the signature and seal of an architect as described above except that the building official may waive this requirement for room additions, or other minor additions or alterations to buildings and structures.
- (b) *Special professional services.* Where applications for building permits involve unusual design, complexity or magnitude, or where adopted national standards require special architectural or engineering inspections, the building official may require appointment of a full-time project representative by the architect or

engineer. This project representative shall be responsible for the proper construction of the project under the approved plans and specifications, subject to all of the provisions of this code and normal building department inspections. This project representative shall keep daily records and submit reports as required by the building official.

- (c) *Building permit requirements.* The special professional service requirement provided for in this section shall be determined prior to the issuance of the building permit and shall be a prerequisite for the permit issuance.
- (d) *Fees and costs.* All fees and costs related to the performance of special professional services shall be borne by the owner.

(Ord. No. 92-0-52, §2(100-11), 10-27-92)

Sec. 6-36. Workmanship.

All work shall be constructed, installed and completed in a workmanlike and acceptable manner, so as to secure the results intended by this code. Where recognized standards of workmanship have been established, they shall be applied to the work being performed. Where standards of workmanship have not been specifically established, the rule of reasonable expectations of a reasonable person shall apply.

(Ord. No. 92-0-52, §2(100-51), 10-27-92)

Secs. 6-37--6-55. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT*

*Cross reference(s)--Board of building appeals, §2-416 et seq.

Subdivision I. General Provisions

Sec. 6-56. Building Division.

- (a) *Building Commissioner.* The division head in charge of the building division of the department of Community Development shall be known as Building Commissioner and, for the purposes of this code and the Libertyville Municipal Code Chapter 6, the building official and the Code Official.
- (b) *Appointment.* The Building Commissioner shall be appointed by the village Director of Community Development subject to approval of the village administrator.
- (c) *Organization.* The Building Commissioner shall be assisted by inspectors and other employees as shall be necessary for the administration of this code and as

authorized by the appointing authority.

- (d) *Deputy.* The Building Commissioner may designate an inspector as deputy who shall exercise all powers of the building commissioner during the temporary absence or disability of the Building Commissioner.
- (e) *Liability.* The Building Commissioner, inspectors and other employees charged with the enforcement of this code, while acting for the village, shall not thereby be rendered liable personally, and the Building Commissioner, inspectors and other employees are relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of official duties. Any suit instituted against the Building Commissioner, inspectors and other employees because of an act performed by that person in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the village until the final termination of the proceedings. The Building Commissioner or any subordinates shall not be liable for any costs in any action, suit or proceedings that may be instituted in pursuance of the provisions of this code; and such persons of the Building Division, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.
- (f) *Official records.* An official record shall be kept of all business and activities of the Building Division and all such records shall be open to public inspection during normal business hours in accordance with the Freedom of Information Act (FOIA) except where an inspection or investigation is pending, or where some other FOIA exemption is applicable. Original documents and records shall not leave the premises of the department except by permission of the Building Commissioner after an appropriate cash bond has been posted for the return of same in good condition.

(Ord. No. 92-0-52, §2(100-12), 10-27-92)

Sec. 6-57. Duties and powers of the Building Commissioner.

- (a) *Generally.* The Building Commissioner shall enforce all the provisions of this code and shall act on any questions relative to the mode or manner of construction, materials or systems to be used in the erection, addition, alteration, repair, replacement, removal, demolition, installation of service or mechanical equipment and the location, use, occupancy and maintenance of all buildings, structures, and premises. The Building Commissioner shall also perform such other duties as may be assigned.
- (b) *Applications and permits.* The Building Commissioner shall receive and review applications and issue permits for the erection and alteration of buildings and

structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code, and all other related ordinances.

- (c) *Building notices and orders.* The Building Commissioner shall issue all necessary notices or orders to remove illegal or unsafe conditions, to require the necessary safeguards during construction, and to ensure compliance with all code and ordinance requirements for the health, safety and general welfare of the public.
- (d) *Inspections.* The Building Commissioner or his duly authorized inspectors shall make all the required inspections and such additional inspections as may be necessary to enforce the provisions of this code and other required ordinances. The Building Commissioner may accept reports of inspections by approved agencies or individuals; and all reports of such inspections shall be in writing and certified by a responsible officer of such approved agency or by the responsible individual. Subject to approval of the appointing authority, the Building Commissioner may engage such expert opinion as may be deemed necessary to report upon unusual technical issues that may arise.
- (e) *Rule-making authority.* The Building Commissioner shall have powers as may be necessary in the interest of public health, safety and general welfare to adopt and promulgate rules and regulations, to interpret and implement the provisions of this code, to secure the intent thereof, and to designate requirements applicable because of local climatic or other conditions; but such rules shall not have the effect of waiving working stresses or fire resistance requirements specifically provided in this code or violating accepted engineering practices involving public safety.
- (f) *Records.* The Building Commissioner shall keep official records of applications received, permits and certificates issued, reports of inspections, and notices and orders issued. Such records shall be retained in the official records so long as the building or structure to which they relate remains in existence unless otherwise provided by other regulations.
- (g) *Annual report.* At least annually, the Building Commissioner shall submit to the chief authority of the village a written statement of operations, in the form and content as shall be prescribed by the chief authority.

(Ord. No. 92-0-52, §2(100-13), 10-27-92)

Sec. 6-58. Right of entry.

The building official and all duly authorized inspectors shall have the authority, during reasonable working hours, to lawfully enter upon any premises or into any building or structure, or portion thereof, whether completed or in the process of construction, alteration or repair, when

necessary to do so in the performance of any duty imposed upon them by this code, or any other law, ordinance or statute which they are required to enforce. Where such entry is refused by the owner, the owner's agent or the occupant, the building official may apply to the circuit court for an administrative search warrant.

(Ord. No. 92-0-52, §2(100-39), 10-27-92)

Sec. 6-59. Resisting an officer.

Any person hindering or attempting to hinder, resisting or attempting to resist the building official or any duly authorized inspectors in the performance of their duties shall be guilty of a misdemeanor and be charged with resisting an officer of the village.

(Ord. No. 92-0-52, §2(100-40), 10-27-92)

Sec. 6-60. Jurisdictional cooperation.

The assistance and cooperation of all departments of the village, all departments of the county and all other officials of all other public agencies shall be rendered to the building officials and all duly authorized inspectors in the performance of their duties.

(Ord. No. 92-0-52, §2(100-41), 10-27-92)

Sec. 6-61. Violations.

- (a) *Unlawful acts.* It shall be unlawful for any person to erect, construct, alter, extend, repair, replace, remove, demolish, move, use or occupy any building, structure, equipment, device or system regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code, or any other applicable ordinance of the village or other agencies of jurisdiction.
- (b) *Notice of violation.* The building official shall serve a written notice of violation, or order to comply, upon the person responsible for the erection, construction, alteration, extension, repair, replacement, removal, demolition, moving, use or occupancy of any building or structure performed in violation of the provisions of this code, or in violation of any approved document or plan filed with the village to secure a building permit, or in violation of any provisions of the issued permit or certificate issued under the provisions of this code or in violation of any applicable ordinance, statute or law of the village or any other agency having legal jurisdiction over the performance of the work being done. Such notice of violation, or order to comply, shall direct the discontinuance of the illegal action or condition and the abatement of the violations, and shall provide a time period for discontinuance or abatement which is appropriate for the condition.
- (c) *Prosecution of violations.* If the notice of violation is not complied with promptly,

the building official shall issue a stop work order as provided for in section 6-62. The stop work order shall not be rescinded until all violations complained of have been corrected and the fee as provided for in section 6-90(i) has been paid. If the permittee or his agents refuse or are unable to correct the violations, the building official shall request the village attorney to institute the appropriate proceedings at law or in equity to restrain, correct or abate such violations or to require the removal or termination of the unlawful act complained of in the violation notice.

- (d) *Violation penalties.* Any person who violates any of the provisions of this code or other applicable ordinances of the village, who disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of any of the provisions of this code, applicable village ordinances, the approved plans and documents of the building permit, or any certificate or other permit issued under the provisions of this code, shall be guilty of a misdemeanor, and upon conviction by a court of jurisdiction shall be punished as provided in section 1-12 for each offense plus the cost of prosecution, and each day upon which such violation continues shall be deemed a separate offense.
- (e) *Abatement of violations.* The imposition of the penalties prescribed in this section shall not preclude the village attorney from instituting appropriate action in a court of jurisdiction to prevent unlawful construction or 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 use of a building or structure on or about any premises. If the Village prevails in such an action the party whom such action is commenced shall, in addition to any fines and penalties imposed by the court, also be responsible for the payment of any attorney's fees and costs incurred by the Village in commencing and pursuing such action.

(Ord. No. 92-0-52, §2(100-52), 10-27-92)

Sec. 6-62. Stop work order.

- (a) *Authorization.* The building official is authorized to issue and post stop work orders to stop work on any building, structure or premises under the following violations: when work is being done without a building permit; when false or incomplete information has been given to obtain a permit; when a permit has been issued but the check for payment of the permit fees has been refused by the permittee's bank; when work is being prosecuted contrary to the provisions of this code or other applicable village ordinances.
- (b) *Issuance.* The stop work order shall be in writing and shall be given to the permittee, his agent or the person doing the work, with a copy to the police department, and a stop work order posted on the premises. All work shall stop immediately upon posting the stop work order on the premises in a prominent place facing the principal street.

- (c) *Unlawful continuance.* Any person, other than the building official, who shall unlawfully remove the stop work order or continue any work in or about the building, structure or premises after a stop work order has been served and posted shall be stopped and/or arrested by the police of the village and charged with violation of this section and shall be subject to prosecution and fines as provided in section 6-61(d). As the responsible party in charge of work on the premises, the owner or his agent may also be served with notice of violation and be subject to all stop work orders. The building official, with written notice to the village police department, shall set forth the conditions under which permission will be given to proceed with the remedial actions necessary to correct the safety hazards, code violations or other defects complained of in the stop work order.
- (d) *Removal of stop work order.* The stop work order shall be removed only when the building official is satisfied that the safety hazards have been rectified, that the violations have been corrected, the building permits have been issued, and that such other action has been taken or is forthcoming to resolve the original complaints, and that proper cash bonds or other guarantees have been filed with the village. Upon payment of the required fee, as provided in section 6-90, written release of the stop work order shall be given to all parties who had previously received the original stop work order. The stop work order shall then be removed by the building official and the work may proceed.

(Ord. No. 92-0-52, §2(100-53), 10-27-92)

Sec. 6-63. Unsafe structures and premises.

- (a) *Generally.* All structures and premises that are or shall become unsafe, unsanitary or deficient in adequate exit facilities, or which constitute a fire hazard, or constitute an attractive nuisance, or are otherwise dangerous to human life, safety or the public welfare, shall be deemed unsafe buildings, structures or premises. All unsafe buildings or structures shall be taken down and removed, in whole or in part, or made safe and secure, as the building official may deem necessary and as provided in this code. A vacant building with unguarded or open doors, windows or other openings and accessible to the general public shall be deemed an attractive nuisance and a fire hazard and unsafe within the meaning of this code. Premises with open wells, pits or shafts, shall be filled in and made safe.
- (b) *Examination and record.* The building official shall examine every building, structure and premises reported as dangerous, structurally unsafe, an attractive nuisance, constituting a fire hazard or otherwise dangerous to the safety and welfare of the general public, and prepare a report of his findings.
- (c) *Notice of unsafe conditions.* If an unsafe condition is found in a building, structure or premises, the building official shall serve written notice on the owner, the

owner's agent or the person in control of the building, structure or premises, describing the unsafe conditions found and specifying the required repairs, improvements or actions to be taken to render the building, structure or premises safe or secured, or requiring the unsafe building or structure or portion thereof to be demolished or such action as is necessary to remove the hazard within a stipulated time. Such notice shall require the person thus notified to immediately declare to the building official acceptance or rejection of the terms of the order.

- (d) *Restoration.* A building or structure condemned by the building official may be restored to a safe condition provided that if the cost of repair or reconstruction is in excess of fifty (50) percent of the fair market value, the building or structure shall be made to comply in all respects with the provisions of this code, chapter 26, Zoning, and all other applicable laws and ordinances for the construction of a new building or structure.
- (e) *Posting unsafe notice.* If the owner, owner's agent or person in control of the building, structure or premises cannot be found, after diligent search, then the notice of unsafe conditions shall be sent by registered or certified mail to the last known address of such person, and a copy of the unsafe notice shall be posted in a conspicuous place on the premises, and such procedure shall be deemed to be the equivalent of a personal notice.
- (f) *Disregard of unsafe notice.* Upon refusal or neglect of the person served with an unsafe notice to comply with the requirements of the order to abate the unsafe condition, the village attorney shall be advised of all of the facts and shall institute the appropriate legal action to compel compliance with the order.

(Ord. No. 92-0-52, §2(100-55), 10-27-92)

Sec. 6-64. Emergency measures.

- (a) *Vacating buildings or structures.* When, in the opinion of the building official, there is an immediate danger of failure or collapse of a building or structure, or any part thereof, which would endanger life, or when any building or structure, in whole or part, has collapsed and life is endangered by the continued occupation of the building or structure, the building official is authorized and empowered to order and require the inmates and occupants thereof to vacate the building or structure forthwith. The building official shall cause to be posted, at each entrance to such building and structure, a notice reading "Danger" and stating that the building or structure is unsafe and its use or occupancy has been prohibited. It shall thereafter be unlawful for any person to enter such building or structure except for the purpose of making the required repairs or of demolishing same.
- (b) *Temporary safeguards.* When, in the opinion of the building official, there is an immediate danger to life, property or the safety of the general public by a collapse

or failure of a building or structure, in whole or in part, or by other unsafe conditions on or in the building or structure or the premises, the building official is authorized and empowered to cause the necessary work to be done to render such building, structure or premises or parts thereof temporarily safe and/or inaccessible to the general public, whether or not the legal procedure described in this section has been instituted.

- (c) *Closing of streets and buildings.* When necessary for public safety, the building official shall cause the temporary closing of sidewalks, streets, buildings, structures and places adjacent to such unsafe building or structure, and prohibit the same from being used.
- (d) *Emergency work.* For the purposes of this section, the building official shall employ the necessary labor and materials to perform the required work as expeditiously as possible. Village personnel, materials and equipment are authorized to be used for emergency purposes, whenever practical.
- (e) *Costs of emergency work.* Costs incurred in the performance of emergency work shall be paid by the village on certification of the building official. The village shall bill the owner of the premises for all costs incurred by the village. If the owner of the premises does not, or cannot, promptly pay such bill, the village attorney shall apply to the court for a lien against the property or institute other appropriate legal action against the owner of the premises where the unsafe building, structure or premises is or was located for the recovery of such costs.

(Ord. No. 92-0-52, §2(100-56), 10-27-92)

Secs. 6-65--6-85. Reserved.

Subdivision II. Permits, Inspections and Approvals

Sec. 6-86. Permits--Applications.

- (a) *When required.* It shall be unlawful to construct, enlarge, alter, install or demolish a building or structure; or change the occupancy of a building or structure to an occupancy requiring greater structural strength, exits, fire resistance or sanitary provisions; or to change to another use; or to install, replace or alter any electrical, plumbing or mechanical equipment or systems for which provision is made or the installation of which is regulated by this code, without first filing an application with the building official in writing and obtaining any required permit as determined therefor; except that repairs which do not involve any violations of this code, as defined in section 6-31, do not require permits.
- (b) *By whom application is made.* Application for a permit shall be made by the owner or lessee of the building or structure, or the agent of either, including but not limited to the contractor or licensed engineer or architect employed by the

owner or lessee in connection with the work to be done. If the application is made by a person other than the owner in fee, it shall be accompanied by a duly verified statement of the owner or the qualified person making the application, that the proposed work is authorized by the owner in fee and that the applicant is authorized to make such application. The full names and addresses of the owner, lessee, applicant and of the responsible officers, if the owner or lessee is a corporate body, shall be stated in the application. The owner in fee shall be designated as the Permittee with respect to all permits issued pertaining to any application submitted pursuant to this chapter.

- (c) *Form.* The application for a permit shall be submitted on the building permit application form as supplied by the building division of the village and shall be accompanied by such fees as prescribed in sections 6-89 and 6-90.
- (d) *Description of work.* The application shall contain a general description of the proposed work, its location, the use and occupancy of all parts of the building or structure and of all portions of the site or lot not covered by the building or structure, and such additional information as may be required by the building official.
- (e) *Plans and specifications.* The application for the permit shall be accompanied by not less than four (4) copies of specifications and of plans drawn to scale, with sufficient clarity, detail and dimensions to clearly show the nature and character of the work to be performed. When quality of materials or systems is essential for conformity to this code, specific information shall be given to establish such quality; and this code shall not be cited, or the term "legal" or "its equivalent" be used, as a substitute for specific information. All plans and specifications shall conform to section 6-35, concerning professional architectural and engineering services. The building official may waive the requirement for filing plans when the work involved is of a minor nature. Where application is made for an unusually complex or innovative design or magnitude of construction or where standards referenced in the Model Codes, as adopted in this article, must be extensively applied to determine code compliance, the building official may require that the plan review be conducted by the ICC plan review service or other approved plan review services. With the developer/owner's concurrence, the building official shall forward the plans and specifications to the plan review service, receive and analyze the plan review reports and proceed with normal permit processing. The cost of the plan review, and of department handling and paperwork, shall be paid to the village by the applicant as prescribed in the annual fee schedule.
- (f) *Certificate of survey.* There shall be a certificate of survey prepared, signed and sealed by a qualified land surveyor licensed by the state, showing all boundaries of the property, setback lines, existing structures, if any, and all easements of record submitted with the application.

(g) *Site plan.*

- (1) There shall also be submitted a fully dimensioned site plan, drawn to scale in accordance with a plat of survey, showing the size and location of all new construction and all existing buildings, structures, and trees over six-inch caliper (see provisions of chapter 9, pertaining to soil erosion control and tree preservation), if applicable, on the site, distances of the building or structure to all property lines, the existing grades at the corners of the site and at as many other locations as necessary to show the topography of the site. The site plan shall also show the proposed final grades of the top of the building foundation walls and the finished site grades at all corners and at sufficient other points on and off the site to clearly show the intended surface water drainage plan. All parking lots with the required vehicle parking stalls, all outside lighting, landscaping, utility lines and other required elements shall also be shown on the same site plan for ease of understanding and suitable for submission to the plan commission, appearance review commission and the village board.
- (2) One- and two-family site plans shall show the applicable information with the top of the foundation grade and finished yard grades assigned by the village engineering office where the building is being built in a previously approved subdivision. Scattered building sites shall show the applicable information as required based on the existing buildings and grades as established.
- (3) For demolition projects, the site plan shall show all buildings and structures to be demolished and the location and size of all existing buildings and structures that are to remain on the site, and shall show all finished grades, stormwater drainage structures and swales to drain the site upon completion of the demolition work.
- (4) In all cases, a fully developed site plan may be waived by the building official in lieu of a simple plat plan for small building additions, accessory buildings and structures, demolition of minor buildings or structures or other minor projects.
- (5) In all cases, spot-in surveys are required after the foundation walls have been poured and stripped but before any superstructure is begun to verify the top of foundation wall grade and location on site. See Section 6-125.

- (h) *Engineering details.* The building official may require additional details of structural, mechanical and electrical work to be filed, including computations, stress diagrams, structural calculations and other essential technical data. All engineering plans and computations shall bear the seal and signature of the

engineer or architect responsible for the design. Plans for buildings, other than one- and two-family buildings, more than two (2) stories in height shall indicate where penetrations will be made for electrical, plumbing, mechanical and communications conduits, pipes and systems and the materials and methods for maintaining the required structural integrity, fire resistance rating and fire stopping. When the permit application is for an addition to, or the alteration of, an existing building or structure, the building official may require an investigation of the existing structural system, heating, ventilation and air conditioning system, the plumbing system and the electrical system, any or all of the above, by licensed architects, structural or mechanical engineers, to determine the suitability and adequacy of the existing systems or component parts of the system to function properly and safely with the addition of the proposed loads, as contemplated by the permit application, plans and specifications. No permit shall be issued until the suspected systems have been approved and it has been certified that the systems can be safely added on to or modified or that any remedial work necessary to correct any deficiencies will be done concurrent with the proposed new work. All costs of such investigations shall be paid by the owner.

- (i) *Amendments to application.* Amendments or changes may be made to the application or required application plans and other required documents at any time before the permit is issued, provided such changes do not substantially change or alter the project for which application has been made. If such changes do substantially alter the project, the building official may require that a new application be filed with new application documents. Amendments or changes may be made to the plans, specifications and other permit documents at any time during work in progress, subject to prior approval by the building official before such amendments or changes are built into the project. In both cases, it is the responsibility of the owner or owner's agent to file such amendments or changes in a timely manner which provides the official adequate review time. If approved, the amendment or change shall be deemed part of the original application and shall be filed therewith.
- (j) *Additional reviews and approvals.* The applicant for a building permit shall also submit his plans, as necessary or required, to the village engineer, the fire department, the state fire marshal, the county health department, the state department of transportation, the county highway department and any other municipal, state or federal agency legally requiring plan review and approval before construction, depending on the requirements of the specific building permit application. Approvals of these additional agencies, as may be required, shall be forwarded to the building official and shall be a prerequisite before the issuance of the building permit.
- (k) *Certificate of insurance.*
 - (1) Certificates of insurance shall be filed with the village by the general

contractor, electrical contractor, and, heating ventilation and/or air conditioning contractor which shall accompany the permit applications.

- (2) The certificates of insurance shall be from an insurance company approved by the village with at least a B+ rating. The certificate of insurance may cover all work done in the village for the term of the policy. The amounts of insurance coverage required shall be as follows:

Comprehensive general liability	Project cost \$0 to \$ 40,000	Project cost \$40,001 and over
Bodily injury-Occurrence	500,000	500,000
Bodily injury-Aggregate	500,000	1,000,000
Property damage, including explosion (X), collapse (C) and underground (U)	500,000	500,000
Excess liability		1,000,000 BI and PD
Worker's compensation insurance	Statutory	Statutory

- (3) The issuer of the certificate of insurance shall list the Village of Libertyville as a certificate holder and notify the village a minimum of ten (10) days prior to any cancellation of the insurance policy.
- (4) The building official may waive the certificate of insurance requirement for property owners who are listed as permit applicant and general contractor and sign a statement that acknowledges responsibilities and risks inherent with general contracting ;and take out permits to do their own minor alternations to their own building, or to do their own work on their own homes constructing additions, alterations, or accessory structures on private property in owner-occupied one- and two-family premises, depending on the extent of the work to be done.
- (l) *Time limitations.* An application for a permit for any proposed construction work shall be deemed to have been abandoned six (6) months after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that, for reasonable cause, the building official may grant an extension of time not to exceed ninety (90) days. An application shall be deemed to have been abandoned three (3) months after notification has been sent by the building official to the applicant that the permit has been approved and ready to issue and the applicant has not paid all fees and the permit has not been issued. In

such cases of abandonment, the applicant shall file a new application and is subject to the then current codes and ordinances of the village.

(Ord. No. 92-0-52, §2(100-14), 10-27-92; Ord. No. 96-0-38, §3, 6-13-96)

Sec. 6-87. Permits--Administrative procedure.

- (a) *Issuance.* The building official shall examine or cause to be examined all applications for permits, and amendments thereto, under this division within a reasonable time after filing. If the application, plans or other required documents do not conform to the requirements of all pertinent laws and ordinances, the building official shall notify the applicant of the deficiencies of the application and of any additional information or data necessary to establish that the application will meet the village requirements. When the building official is satisfied that the proposed work as represented by the permit application, plans and documents conforms to the requirements of this code and all laws and ordinances applicable thereto, the building official shall issue a permit as soon as practicable.

- (b) *Expiration.* If, after a permit has been issued, the operations covered by the permit shall not have begun within six (6) months after the date thereof, or if such operations are begun and then suspended or abandoned for a period of six (6) months after the time of commencing work or if such operations are begun and are not completed within one (1) year from the permit date, then such permits shall expire and no operations thereafter shall be begun or restarted or completed until a renewal of the permit shall be obtained. If the permit is not renewed as provided in section 6-90(k), all previous construction, if any, must be removed and the property restored to its original condition and all fees paid therefore shall be forfeited to the village and the permit shall become null and void. Further, if the permittee does not remove all previous construction and restore the property to its original conditions, the village, through and pursuant to authority of court order, its employees or its agents, shall remove same and restore the property and recover its expenses by the filing of a lien on the property, or by any other legal action permitted by law; any such removal or restoration shall be undertaken in a manner authorized by law.

Exception: The Building Commissioner may, however, for just cause, approve three (3) month extensions at no cost for a permit to expire up to eighteen (18) months after the permit issue date.

- (c) *Signature validation.* The building official's signature shall be executed on or attached to every permit to validate the permit, or the building official may authorize one (1) or more inspectors or other employees to validate a permit by affixing their signatures thereto.

(d) *Approved permit plans.*

- (1) The building official or his designee shall stamp or endorse in writing all sets of approved permit plans, specifications, shop drawings and other required documents with his/her signature and the words reviewed for code compliance." One (1) set of such approved permit plans and documents shall be retained for the permanent property file records of the village and one (1) or more sets shall be returned to the applicant. There shall be a complete set of such approved permit plans and documents at the building site, and open to inspection by the building official or authorized inspectors at all reasonable times during construction. Other sets of approved permit plans shall be forwarded to such other agencies as necessary or required.
- (2) Permit plans are reviewed by the building official with the intent that the plans and specifications comply in all respects to this code. Any omissions or errors on the approved permit plans or the specifications shall not relieve the applicant of his responsibility to comply with all applicable requirements of this code or other agencies legally having jurisdiction.

(e) *Revocation.* The building official may revoke a permit or approval issued under the provisions of this code for any false statements or misrepresentations of fact in the application or on the plans and other documents on which the permit or approval was based.

(f) *Approval of part.* The building official may issue a permit for the construction of foundations or any other part of a building or structure before the entire plans and specifications for the entire building or structure have been submitted; provided, that adequate information and detailed foundation or structural plans and calculations have been filed, showing all anticipated loads, and which comply with all pertinent requirements of this code; and further provided, that the building or structure is more than forty thousand (40,000) square feet in area and/or four (4) stories or more in height and that the building or structure is of a nature or a complexity that structural and mechanical plans, calculations and specifications will require an abnormal lead time for proper design. The holder of such permit for foundations or other parts of a building or structure shall proceed with the construction at the permit holder's own risk and without assurance that a permit for the entire building or structure will be granted. The holder of the permit shall sign a statement to that effect and shall accept full responsibility for the proper structural and mechanical mating of the substructure and superstructure. The permit holder shall be responsible for all necessary tear out, repair, replacement or any additional construction work necessary to properly complete the total building or structure. If the building is not completed, then the permit holder shall remove same as provided in subsection (b) of this section.

- (g) *Posting.* The building permit shall be posted in a visible position on the street side of the building under permit during the entire time of the construction operations.
- (h) *Notice of start.* At least twenty-four (24) hours' notice shall be given to the building division before work is started under the issued permit.

(Ord. No. 92-0-52, §2(100-15), 10-27-92)

Sec. 6-88. Permits--Conditions.

- (a) *Payment of fees.* A permit shall not be issued until all fees have been paid.
- (b) *Required subdivision and utilities.* A permit shall not be issued for the construction of any principal building until the village engineer has certified that the property can be properly served with sewer and water mains. The village engineer may release the property for permit if construction improvement plans have been approved and the owner of the property, or his agent, has guaranteed the installation of all required construction improvements with surety bonds or other certified documents acceptable to the village, conforming to the requirements of chapter 22, Subdivisions, and other applicable land development requirements.
- (c) *Other agency approvals.* A permit shall not be issued until receipt of approval from other required agencies is received by the building division. (See section 6-86(j).)
- (d) *Compliance with code.* The permit shall be a license to proceed with the work and shall not be construed as authority to violate, cancel or set aside any of the provisions of this code, except as specifically stipulated by approved modification or legally granted variations as described in the application and supporting documents.
- (e) *Compliance with permit.* All work shall conform to the approved application and plans for which the permit has been issued and any approved amendments thereto.
- (f) *Compliance with plot plan.* All new work shall be located strictly in accordance with the approved plot plan.
- (g) *Change in site plan.* A lot shall not be changed, increased or diminished in area from that shown on the official approved site plan, unless a revised site plan showing such changes, accompanied by the necessary affidavit of the owner or applicant, shall have been filed and approved by the appropriate village authorities, showing all data previously required on the original site plan.
- (h) *Completion of building or structure.* If the building or structure is not completed,

for whatever cause, the incomplete building or structure, including all foundations and other underground installations, shall be removed and the site restored as provided in section 6-87(b).

(Ord. No. 92-0-52, §2(100-16), 10-27-92)

Sec. 6-89. Fees.

- (a) *Generally.* A permit to begin work for new construction, alterations, replacement, removal, demolition, relocation or other building construction operations shall not be issued until the fees prescribed in this section shall have been paid to the village, nor shall any amendment to a permit, necessitating an additional fee, be approved until the additional fee shall have been paid. The building official may waive minimum fees for minor work or inspections.
- (b) *Basis of fees.* The plan review and permit fees shall be based upon the total estimated cost of construction or alterations, as determined by and/or approved by the building official. The term "estimated cost" shall mean the current average fair market cash value of all services, labor, materials, equipment, devices and systems necessary to complete the construction work as described in the application plans and specifications, but shall not include the cost of the land or underground engineering improvement or interior furnishings.
- (c) *Special fees.* The payment of the fees for the construction, alteration, replacement, removal, demolition, relocation or other building construction operations and for all other work done in connection with or concurrently with the work contemplated by a building permit shall not relieve the applicant or holder of the permit from the obligation to pay all other fees prescribed by law or ordinance, both within and outside the jurisdiction of the building division or to other village departments, divisions or agencies or to other units of county, state or federal government which legally require such fees for their services.

Sec. 6-90. General fee schedule.

- (a) *Plan review fee.*
 - (1) At the time of filing an application for a building permit, there shall be paid a plan review fee in accordance with the schedule set out in the annual fee ordinance. Once the original plan review has been made, only one additional review of minor changes and required corrections shall be accepted at the same fee. Any additional substantial changes shall require an additional plan review (re-review) fee.
 - (2) Plan review fees are waived for the following: outdoor decks, stoops, recreational vehicle pads, satellite dishes, reroofing, storage sheds, fences,

residing or other nonstructural exterior envelope changes, fireplaces, demolition of a minor nature, tree removal not requiring a permit, installation of air conditioners, water heaters, water softeners, and other similar accessory uses, installations or repairs. However, each of the above shall be subject to the appropriate additional review (re-review) fees per Annual Fee Ordinance.

- (b) *General permit fees.* The permit fee for the construction or alteration of a building or structure shall be as established in the annual fee ordinance; however, in no event shall the permit fee be less than the minimum as established in the annual fee ordinance.
- (c) *Plumbing, electrical, heating and air conditioning and sign permit fees.* Plumbing fees, electrical fees, heating and air conditioning fees shall be included in the general permit fee. Sign permit fees shall be in accordance with the schedule set out in the annual fee ordinance.
- (d) *Certificate of occupancy fees.* Certificate of use and occupancy permit fees for a building shall be included in the general permit fee.
- (e) *Elevator permit and inspection fees.* Elevator permit and related inspection fees shall be included in the General Permit Fee. Semi-annual inspection fees as set out in the annual fee ordinance shall be paid semiannually.
- (f) *Demolition permit fees.* The fees for a demolition permit for any part or all of a building and related structures shall be included in the General Permit Fee in accordance with the schedule set out in the annual fee ordinance. The building official may waive the fees, insurance and bonds for minor demolition.
- (g) *Reinspection fees.* A reinspection fee, adequate to reimburse the village for additional expenses incurred, shall be charged on any construction work which, through negligence, incomplete work or poor workmanship on the part of the contractor, makes it necessary for the building official, inspectors or other employees, to make more than one (1) additional inspection of a single phase of construction. The fee for the third and each subsequent inspections after that shall be as established in the annual fee ordinance, and shall be paid before the next reinspection shall be made.
- (h) *Special inspections.* A reinspection or special inspection, other than a reinspection pursuant to subsection (g) of this section, shall be made by the building official or his delegates, at the request of the owner of a building or of a government agency, lending or financial institution at the owner's direction and request, to determine compliance with applicable codes and ordinances of the village. The building official shall give a report of violations found, if any, to such applicant and the owner. Such reinspection or special inspection and report shall be made on

application and payment of a fee as established in the annual fee ordinance, not to exceed a maximum as established in the annual fee ordinance for all inspections, to defray the expense of such reinspection or special inspection and the attendant clerical work.

- (i) *Stop work orders.* When it is necessary for the building official to post and enforce a stop work order, the stop work order shall not be removed until a fee as established in the annual fee ordinance is paid to the village by the permittee to defray the additional expenses of posting, removal, forms and clerical work.
- (j) *Work started without permit.* When a developer or contractor or owner begins work without a required permit, he shall be given a notice of violation in writing per 6-61(b) and all illegal work shall stop until the proper permits are issued and the fee established in the annual fee ordinance is paid to the village.
- (k) *Renewal of outstanding permits.* Any building permit issued as provided in this division, which has expired by the terms of section 6-87(b), may be renewed by the payment of an additional fee as follows:
 - (1) If a permit expires by failure of owner or agent to begin construction within six (6) months of the date of issuance of the permit, the permittee must renew the permit within the succeeding six (6) months or all fees paid therefor shall be forfeited to the village and the permit shall become null and void. A renewal fee as established in the annual fee ordinance shall be paid to the village and the permit shall be renewed for a one-year period commencing from the date of payment of the renewal fee. If the building or structure is not completed within the additional one-year period, no additional renewals of the permit shall be made, except by action of the president and board of trustees.
 - (2) If a permit expires by failure of the owner or agent to complete the building within one (1) year after the date of issuance of the permit or prior to the end of approved extensions per Section 6-87.b, the permittee must renew the permit within the succeeding three (3) months or all fees paid therefor shall be forfeited to the village and the permit shall become null and void. Furthermore, the permittee shall be required to restore the property back to its original condition by removing any construction thereon and if the permittee does not or cannot do so, the village, through its employees or its agents, may apply to a court of competent jurisdiction for an order authorizing removal of same and may recover its expenses by the filing of a lien on the property or by taking any legal action permitted by law. A renewal fee as established in the annual fee ordinance shall be paid to the village and the permit shall be renewed for a one-year period, commencing from the date of payment of the renewal fee. If the building or structure is not completed within the additional one-year period, no

additional renewals of the permit shall be made, except by action of the president and board of trustees.

- (l) *Cancellation of permits.* If a permit has been issued and all fees have been paid and the permittee wishes to cancel the permit within the six-month period required to begin construction of the building from the date of issuance, but before construction has begun, an amount as established in the annual fee ordinance or a minimum as established in the annual fee ordinance, whichever amount is greater, shall be retained by the village for costs incurred for processing records and all other expenses, except inspection costs. If construction has begun and the permittee wishes to cancel the permit within the first six (6) months after the permit has been issued, the same cancellation fees, as above, shall be retained and the permittee must remove the construction, service the property, and restore the property back to its original condition as provided in section 6-87(b) before the remaining fees are returned. Circumstances not described herein shall be determined by the president and board of trustees upon the request of the building official.
- (m) *Engineering fees.* When required, engineering fees for plan review, permit fees and inspection fees shall be paid at the same time as the building permit fees. A building permit shall not be issued until applicable engineering fees are either paid or waived.

(Ord. No. 92-O-52, §2(100-17.5), 10-27-92; Ord. No. 97-O-29, §13, 4-22-97) (Ord. No. 92-0-52, §2(100-17.1--100-17.4), 10-27-92)

Sec. 6-91. Cash bonds--Generally.

- (a) Cash bonds in the amount and for the types of construction as provided in section 6-92 shall be deposited with the village before either a building permit temporary certificate of occupancy is issued which requires such cash bonds. There shall be a nonrefundable bond administration/inspection fee in an amount as established in the annual fee ordinance paid in addition to the cash bond, for the cost of administration and an inspection of the site to verify that all work has been performed in a satisfactory manner with no existing defects, faults or failures; provided, however, that no such fee shall be required for any telecommunications retailer that pays the village infrastructure maintenance fee as provided in chapter 13, article VIII of this Code. No interest shall be paid on any posted cash bond.
- (b) The cash bonds shall be refunded upon written request to the village by the bond depositor of record or its assignee. In order to be effective, an assignment of any bond refund rights granted by this chapter, shall be evidenced by a notarized written assignment of such rights, delivered to the village and executed by the depositor of record which designates the name and address of any person or entity to whom such assignment is made. The request for refund shall list the permit

number and the address of the building for which the cash bond was deposited and for which the refund is being requested. The responsible operating departments of the village shall inspect the site, certify that all requirements of the permit have been complied with by the permittee and authorize release of the cash bond through the Finance Department to the depositor of record. Any unapplied portion of such bonds will be returned to the depositor of record or its assignee after satisfactory completion and inspection of the site, including final grading. Cash bonds shall not be returned to the owner of the property for which the cash bond was deposited unless the owner is the depositor of record or the assignee of the depositor of record.

- (c) The cash bonds shall not be refunded if work remains to be done or if the work is substandard and must be redone or corrected or if the permittee has failed to comply with the provisions of the permit.
- (d) If the permittee fails, refuses, or is unable to complete the work or make additional repairs or corrections to work done, the village shall send written notice to the permittee, at the permittee's address as shown on the building permit application, that work or repairs remain to be done. If, after written notice, the work or repair is not satisfactorily completed within thirty (30) days after receipt of notice, the village may, if determined necessary by the Building Commissioner to abate a nuisance or for the protection of the public health, safety, or welfare, cause the work to be completed or the repairs made after utilizing bond funds to renew the permit if needed per Section 6-87b. Payment for the work, repairs and/or renewals shall be deducted from the cash bonds and any remaining cash balance shall be refunded to the depositor of record or its assignee. If the amount of the cash bonds is not sufficient to cover all costs of the work or repairs, the full amount of the cash bonds shall be forfeited to the village and the permittee shall be billed for the difference. If the bill is not paid, the village shall either lien the property or take whatever legal action is permitted by law. No further permits shall be issued to the permittee until the balance is paid and new cash bonds are deposited.
- (e) Cash bonds shall not be required from any corporation, company or firm for street openings or the laying or servicing of lines in the public right-of-way or easements intended as public utilities, provided there is an existing franchise agreement between the corporation, company or firm and the village in full force, which shall state that full restoration shall be made to all disturbed areas, either equal or better to that which existed prior to the franchisee's construction.
- (f) *Unclaimed cash bonds.* In the event that a bond depositor of record or its assignee has failed to request the refund of a cash bond as provided by section 6-91(b) or if a building permit for which a cash bond has been deposited expires and is not renewed in accordance with this code, the building official shall notify the depositor of record or, where applicable, its assignee, by certified mail, return

receipt requested, to arrange for a refund of any unapplied portion of the cash deposit. If, following such mailing, no request for refund is made by or on behalf of the depositor of record or its assignee, the finance department shall retain the unapplied portion of the cash bond for a period of three months from the date of mailing of such mailed notice. Upon the expiration of said three months period, any unclaimed and unapplied portion of the cash bond deposit shall be retained by the village and shall become the property of the village and neither the bond depositor of record nor its assignee shall have any further claim upon such funds.

(Ord. No. 92-0-52, §2(100-18), 10-27-92; Ord. No. 98-O-19, §6, 2-10-98)

Sec. 6-92. Cash Bonds--Purpose and amounts.

Refundable cash bonds shall guarantee the completion of any/all requirements of building permits, temporary certificates of occupancy, and/or conditional temporary occupancies per Sec. 6-98; by providing the village with funds which may be applied by the village to conduct the work which the village is authorized to perform pursuant to 6-91 (d). The refundable cash bonds shall also guarantee the payment for all permit renewal fees per Sec 6-91(d); late plan review fees; inspection fees; required water service upgrades; tree replacement per Sec 9-77c; and correction of any improper installation, damage, or disturbance to public facilities or properties. The applicant shall deposit a cash bond for each and every building permit applicable to and in the amount shown in the following table and shall pay an additional nonrefundable inspection fee in an amount as established in the annual fee ordinance for each and every bond required; provided, however, that no such fee shall be required for any telecommunications retailer that pays the village infrastructure maintenance fee as provided in chapter 13, article VIII of this Code.

<u>Cash Bonds</u>	<u>Amount Required</u>
Temporary Occupancy Bond	See Section 6-98(c)
Conditional Temporary Occupancy Bond	See Section 6-98(d)
Building Permit Bond	See Section 6-93

(Ord. No. 92-0-52, §2(100-19), 10-27-92; Ord. No. 98-O-19, §7, 2-10-98)

Sec. 6-93. Cash Permit -- Building Bond.

(a) A cash "Building Permit Bond" shall be provided to the Village prior to permit issuance for all building demolitions, additions, alterations, and new buildings and structures.

Exception: Projects with no substantial concrete work, projects with the minimum

general permit fee, projects with no applicable plan review fees or re-review fee, and other projects of similar minor construction may be waived by the Building Official.

(b) The building permit bond is applicable for use toward plan review, permit, inspection, stop work order, and other fees listed in the annual fee schedule as well as required water service upgrades, tree replacement, landscaping, permit renewals, demolition, etc. In addition, this building bond may be used toward temporary certificate of occupancy requirements.

(c) The permittee shall replenish bond to its original amount each month.

Sec. 6-94 -- 6-95. Reserved.

Sec. 6-96. Legal recourse.

The deposit of any cash bonds required by this subdivision with the village shall in no way prevent the village from taking any and all legal remedies which are permitted to the village by law in the event of code violations or noncompliance, or failure to complete the building according to the permit and the provisions of this code. In no case shall the cash bond be returned to the permittee until all required work is completed and the certificate of occupancy is issued.

(Ord. No. 92-0-52, §2(100-23), 10-27-92)

Sec. 6-97. Inspections.

- (a) *Preliminary inspections.* Before issuing a permit, the building official may examine or cause to be examined all buildings, structures and premises for which an application has been filed for a permit to construct, enlarge, alter, repair, replace, remove, demolish or change the use or occupancy thereof, as provided in section 6-86(h).
- (b) *Required inspections.* After issuing a building permit, the building official shall upon request of permittee or his agent cause inspections to be made during the course of construction to verify that the work conforms with the permit plans and this code. The number and type of inspections shall be determined by the complexity and size of the building structure and by the requirements of this code. A record of all such inspections and of all violations of this code shall be maintained by the building official.
- (c) *Inspection requests.* The permittee or his agent shall give the building division at least twenty-four (24) hours advance notice prior to the date and time that the inspection is being requested. If two (2) or more requests are made for the same time and date, concrete pours will take precedence. Final inspections shall be requested at least five (5) working days prior to the expected date of occupancy, to

allow sufficient time for the inspections, for any corrections to be made, reinspection of any corrections and the final documentation preparatory to issuing the certificate of occupancy. All such inspection requests may be called for by telephone or via a mailed written request, so long as the building division receives the proper lead times as specified in this subsection.

(d) *When inspections are made.*

(1) There are four (4) basic inspections, as follows:

- a. *Footing inspection.* All footings and pier formwork completed with all earth removed, or trench footing/wall dug out and all formwork completed, and before any concrete has been poured.
- b. *Foundation wall/drain tile inspection.* Upon completion of the foundation walls, stripped of all formwork, with dampproofing applied and all footing drains installed, but before any backfilling has been done.
- c. *Rough framing inspection.* When all rough structural framing, rough plumbing, electrical and HVAC has been installed, but before any insulation, drywall or other materials have been installed which would hide the rough framing or mechanical systems.
- d. *Final inspection.* When the building or structure has been completed, including all systems and finishes inside of the building and all exterior work such as service walks and drives, parking areas, finished grading and landscaping, if any.

- (2) Every new building or structure costing less than ten thousand dollars (\$10,000) shall be inspected at least once during construction, depending on the type of construction.
- (3) Every new building or additions to existing buildings shall be inspected at least four (4) times.
- (4) All remodeling or alterations to existing buildings shall be inspected at least two (2) times.
- (5) Additional inspections may be required depending on the size and complexity of the building or structure. Additional special inspections may be required after permits expire without the project being completed. However, no more than one special inspection per discipline shall be required each month.

- (e) *Work not ready for requested inspections.* If, after an inspection has been requested, the work to be inspected is not completed and is not ready for inspection, the permittee or his agent shall cancel the inspection at least four (4) hours before the requested time and date. If there is no cancellation and the inspection is made and the work to be inspected is not ready for an inspection, a fee as established in the annual fee ordinance shall be required before the reinspection is made, except when unique or unusual situations occur beyond the control of the person requesting the inspection such as but not limited to sudden weather changes prior to a concrete pour or similar situations. If a third or subsequent inspection is necessary to approve that same work, the provisions of section 6-90(g) shall apply.
- (f) *Approved inspection agencies.* The building official may accept reports from qualified inspection and/or testing agencies, which have been previously approved by the building official, to certify the quality of materials, the proper installation of systems and equipment or other criteria required by this code.
- (g) *Plant inspections.* When required by the provisions of this code or by the approved rules, materials and assemblies shall be inspected at the point of manufacture or fabrication by an approved inspection agency and the building official shall be provided with an evaluation, test reports, certifications and similar information and data as necessary for the building official to determine conformance with this code.
- (h) *Final inspection.* Upon completion of the building or structure and before the issuance of the certificate of use and occupancy required in section 6-98, a final inspection shall be requested, as per subsection (c) of this section, and the final inspection shall be made. The permit holder shall be responsible for requesting final inspections from all departments of the village and the outside agencies whose approval of the original permit application was required. All violations of the approved plans and permit provisions, this code and other applicable laws, ordinances and statutes shall be noted and all corrections shall be made before a certificate of occupancy may be issued.

(Ord. No. 92-0-52, §2(100-34--100-38), 10-27-92)

Sec. 6-98. Certificate of occupancy.

- (a) *New buildings.* A new building or structure, shall not be used or occupied, in whole or in part, until a certificate of use and occupancy shall have been issued by the building official, certifying that the building or structure has been completed in accordance with the approved permit.
- (b) *Altered buildings.* A building or structure enlarged, extended, altered or changed,

in whole or in part, shall not be used or occupied in those parts that have been altered until the certificate shall have been issued by the building official certifying that the work has been completed in accordance with the provisions of the approved permit.

- (c) *Temporary certificate of occupancy.* A temporary occupancy certificate, for a period not to exceed thirty (30) days, may be issued where there are only minor items to be completed that, in the opinion of the building official, would not adversely affect the health, welfare or safety of the occupants or the general public. A temporary certificate of occupancy may be issued for completed portions of a building that is still under construction provided that all fire suppression and alarms, mechanical and other systems, ingress and egress, fire rated materials and doors and all common elements are completed and functionable, and, in the opinion of the building official, will not adversely affect the health, welfare and safety of the occupants or the general public. Further, upon completion of the entire building, a final certificate of occupancy shall be required for the entire building and premises, which will include all areas previously issued a temporary certificate of occupancy. There shall be no initial fee for a temporary certificate of occupancy. The renewal fee for such temporary certificate of occupancy, shall be as established in the annual fee ordinance. In addition, a cash bond shall be deposited with the Village per Section 6-91 and the annual fee schedule. This bond shall be used toward temporary occupancy and permit renewal fees with the owner and/or applicant replenishing the bond to its original amount each month. Exception: Occupied buildings, that obtain a remodeling/alteration permit, that have to relocate operations into a finished portion of the project prior to remodeling in another currently occupied area, may divide the project into phases with the fee for the temporary occupancy renewal applicable only to the final phase, provided that work proceeds continuously and a temporary occupancy agreement is secured for each phase prior to any occupancy. All conditions of (c) above will be in effect for the remainder of the project.
- (d) *Conditional temporary occupancy.* A conditional temporary occupancy will be allowed for the completion of the premises or exterior of a building only when the following provisions have been met and providing that, in the opinion of the building official, the building may be occupied without endangering the health, welfare or safety of the occupants or the general public.
- (1) When adverse circumstances, beyond the control of the permittee, arise such as inclement weather, winter weather, freezing weather, shutdown of material plants, adverse soil conditions or other similar adverse conditions which prohibit the completion of the exterior premises of a building, the building official may permit a temporary occupancy of the building that does not expire until either the next May 1st or when adverse circumstances beyond the control of the permittee and the Community

Development Department no longer prohibit completion of the project; provided that a cash bond of sufficient amount to guarantee the completion of all required work shall be deposited with the village, based on the estimated cost of the work remaining to be done; provided also, however, that in no event shall the cash bond be less than the minimum amount established in the annual fee ordinance. Further, the prospective occupants shall sign a waiver to the effect that they acknowledge and accept the conditions prevailing on the premises without complaint.

- (i) The permittee shall fully complete all work remaining to be done within thirty (30) days after weather, soil conditions or other impediments are no longer a delaying factor, or after written notice to complete the work has been issued by the village.
 - (ii) If the permittee fails to, or is unable to, complete the required work within the thirty (30) day period temporary occupancy renewal fees will be required as indicated above or the village may, after proper written notice to the permittee, utilize the bond amount to cause the completion of all of the defects to the final certificate of occupancy, refunding the remainder, if any, to the permittee. The building official may transfer the bond designation for use by another village department for use toward completion of that department's permitted work requirements related to and required prior to issuance of the final occupancy permit; If the bond amount is not sufficient to complete the required work, the village will bill the permittee for the balance and the certificate of occupancy shall not be issued until full payment is received. If the bill is not paid, the village shall either place a lien on the property or take whatever legal action is permitted by law. No further permits shall be issued to the permittee until the balance is paid and new cash bonds are deposited.
- (e) *Conditions to issuance.* An unexecuted certificate of use and occupancy shall be filed with the assessor, and the owner of such property shall obtain from the assessor the form prescribed by such official and a receipt showing that the unexecuted certificate of occupancy has been filed and that the property is subject to increased assessment from the date of issue of the certificate on a proportionate basis for the year in which the improvement is completed. The owner of such property shall file such receipt with the building official and a certified copy of the certificate, when issued, shall, on behalf of the village, be filed by the building official with the assessor.

(Ord. No. 92-0-52, §2(100-54), 10-27-92; Ord. No. 97-O-29, §16, 4-22-97)

Secs. 6-99--6-115. Reserved.

DIVISION 3. TECHNICAL STANDARDS

Subdivision I. General Provisions

Sec. 6-116. Construction code requirements.

All buildings and structures shall be constructed under the provisions of this code, the adopted technical codes contained in this code, chapter 26, Zoning, and such other applicable codes, ordinances and statutes as may be legally adopted by the village and various other agencies having legal jurisdiction over specific aspects of the site and of the construction of the building or structure, and all it contains.

(Ord. No. 92-0-52, §2(200.1), 10-27-92)

Sec. 6-117. Conflicts.

Where any requirement of a model code or standard, adopted by the village by reference, conflicts with any requirement contained within the village code, the requirement of the village code shall prevail and shall be applied as the requirement of the village. Where conflicts arise between two (2) or more model codes or standards or authorities, other than the village code, then the more strict and stringent requirement calling for a higher level of performance or installation, a higher quality of material or equipment, or a higher level of safety, shall prevail and shall be applied as the requirement of the village.

(Ord. No. 92-0-52, §2(200.2), 10-27-92)

Sec. 6-118. Fire district limits and use groups.

- (a) *Defined.* The fire district limits for this code are hereby defined as being those areas of the village that are zoned I2, I3, C1, C2, C3, C4, C5, and residential buildings containing four (4) or more dwelling units in R-7 and R-8 zoning districts and in planned unit developments, as set forth in chapter 26, Zoning, and the zoning map of the village.
- (b) *Restrictions.* All buildings and structures and additions to existing buildings and structures erected within the fire districts limits shall be of type I (IA and IB), type II (IIA, IIB), type IIIA and type IV construction, as defined in the International Building Code, as adopted and regulated in section 6-161, and table 601 therein. In all cases, new buildings, structures and additions to existing buildings and structures, which require a higher fire rating, as provided by the International Building Code, as adopted in section 6-161, shall comply with the higher fire ratings and protected openings.

(Ord. No. 92-0-52, §2(200.3), 10-27-92)

Sec. 6-119. Handicapped accessibility standards.

The requirements for handicapped accessibility for buildings and structures shall be the Illinois Accessibility Code as published by the Capital Development Board of the state, April 1997 edition and subsequent amendments, per state statute.

(Ord. No. 92-0-52, §2(200.4), 10-27-92)

Sec. 6-120. Limitation on construction hours.

There shall be no construction work, material hauling or construction equipment start-up before the hour of 7:00 a.m., nor shall construction work continue past the hour of 6:00 p.m. There shall be no construction work on Sunday before the hour of 12:00 noon.

(Ord. No. 92-0-52, §2(200.5), 10-27-92)

Sec. 6-121. Protection of existing curbs, gutters, street surfaces, public sidewalks and public parkways.

All curbs, gutters, street surfaces, public sidewalks and public parkways shall be protected by planks, crushed stone or other approved methods or materials before any trucks, heavy equipment or earth-moving equipment may cross from the public street to private property. Prior approval of the means of protection of the public property shall be obtained from the village engineer. After all operations have been completed, all construction materials shall be removed and all public and private property shall be restored back to an equal or better than original condition. Any cracked or damaged curb, gutter or sidewalk, or necessary restoration of the street surface and/or the parkway, shall be replaced or repaired to the satisfaction of the Public Works Department, Engineering Division, at the contractor's/owner's expense.

(Ord. No. 92-0-52, §2(200.6), 10-27-92)

Sec. 6-122. Construction debris. There shall be dumpsters of sufficient number and capacity on the construction site to contain any construction debris, which shall be promptly replaced when full. The general contractor or the primary trade, if there is no general contractor, shall be responsible for keeping the construction site clean and free of scrap materials, boxes, paper or other construction debris and shall prevent and/or clean up any debris deposited or wind-blown onto any other abutting private or public property. Open burning of construction debris is prohibited. Prior to issuance of a permit for demolition or new construction of a principal structure the permit Applicant/Owner shall enter into a contract with a Trash Dumpster Re/placement Contractor to provide trash dumpster re/placement services, as needed to comply with this section and shall provide the Village with a copy of said Contract. In the event that the Trash Dumpster Re/placement Contractor fails to provide necessary trash dumpster re/placement services during construction or demolition operations, the Village may, without further notice to the Applicant/Owner arrange for the Trash Dumpster Re/placement Contractor listed on that contract or any other company contacted by the Village to provide such reasonably necessary

trash dumpster re/placement services and to charge the Applicant/Owner for any expenses incurred by the Village in connection therewith.

(Ord. No. 92-0-52, §2(200.7), 10-27-92)

Sec. 6-123. Protection of public streets, sidewalks and public property.

Public streets and sidewalks must be kept open to traffic at all times and shall be kept clean and free of mud, stones and other construction materials and debris resulting from any construction activity. Parking of equipment, trucks and workers's vehicles must be done in such a manner as to permit reasonable two-way traffic on the streets and to permit ready passage of emergency vehicles. Where the street is too narrow to permit two (2) lines of parking plus two moving lanes, parking of vehicles will be limited to the side of the street opposite of the fire hydrants, so the fire hydrants are accessible for emergencies. Existing sidewalks shall be kept clean and in good repair or bridged in an approved manner to permit the general public to freely and safely use the sidewalks. There shall be no storage of any construction materials whatsoever in the public streets and rights-of-way. All mud and other debris deposited on the streets by any construction work or by any construction equipment, vehicles or by any material delivery trucks shall be cleaned up as necessary and required during the working day and by the end of each working day. The building official may stop the construction work in progress if this section is not complied with, ignored or is consistently violated, and/or the issuance of tickets by the police department is authorized. .

(Ord. No. 92-0-52, §2(200.8), 10-27-92)

Sec. 6-124. Building access.

There shall be approved and safe access to the building and to each and every level or floor within the building. Ladders shall extend at least forty-two (42) inches above the floor level which they serve. Ladders or temporary stairs shall be supplied by the contractor for all rough plumbing, electrical and building inspections and all subsequent inspections thereafter, or the inspections cannot be made, nor can the work to be inspected be approved. Board or plywood ramps shall be provided from the curb to the building, during inclement weather, for access to the building prior to an inspection being made.

(Ord. No. 92-0-52, §2(200.9), 10-27-92)

Sec. 6-125. Spot-in survey.

After the foundation walls have been poured and stripped, a spot-in survey shall be made by a state-licensed and certified land surveyor, which shall precisely locate the entire as-built foundation footprint on a certified plat of survey, showing all horizontal dimensions from the foundation to all property lines and to other buildings or structures on the property, if any, and shall show the USGS datum elevation of the top of the foundation wall.

If the foundation wall has any steps, up or down, each step elevation shall also be shown. The

benchmark used for the survey shall be the reference benchmark provided by the village engineer at the time that the building permit was issued. The building official shall be provided with two (2) copies of the completed spot-in survey. No framing or other superstructure construction shall begin until the spot-in surveys have been received, reviewed and verified by the village that the location of the foundation and the elevation of the foundation walls do conform with the approved permit plans.

(Ord. No. 92-0-52, §2(200.10), 10-27-92)

Sec. 6-126. Water used in construction.

All water used in construction or landscaping of the site shall be metered. Metering may be through the installation of the building meter, as approved by the plumbing inspector, or by a village hydrant meter, installed and turned on by the public works department, streets and utilities division. A hydrant meter is available from the public works department, streets and utilities division with the posting of a refundable cash bond of five hundred dollars (\$500.00). No fire hydrant shall be opened by any unauthorized person for any reason and the unauthorized use of a fire hydrant will subject that person to arrest and to a fine of two hundred dollars (\$200.00) for each violation, with each day of illegal use of a fire hydrant constituting a separate violation. Water is also available for tanker truck filling at the public works building.

(Ord. No. 92-0-52, §2(200.11), 10-27-92)

Sec. 6-127. Water meter placement.

Water meters shall be installed in locations where they are readily accessible without the use of ladders or crawl holes and shall not be behind obstacles, with sufficient working space around the meters to remove, replace or repair the meter. Open basements, utility rooms or mechanical rooms are approved locations. Meters shall not be placed in crawl spaces or ceiling spaces or framed in with walls or partitions with only a crawl hole access panel. The water meter readout shall be installed at an approved location with a hard-surfaced approach, in a readily visible position. An approved raceway (one half inch EMT conduit) shall be provided for the wiring from the meter to the readout. Connecting wires shall not be exposed on the outside of the building.

(Ord. No. 92-0-52, §2(200.12), 10-27-92)

Sec. 6-128. Sanitary toilet facilities.

Approved sanitary toilet facilities for construction workers shall be provided on all new building or other construction sites where functioning toilet facilities are not readily available. The person in charge of the construction shall provide adequate numbers of toilet facilities within a maximum distance of two hundred (200) feet from the building under construction. The toilet facilities shall be in place on the site at the time that the first building inspection is made or no further work on the building will be permitted until this requirement is met. Toilet facilities shall

not be placed in any front yards unless located behind a construction fence or screened, nor shall toilet facilities be in a location which may create a nuisance to adjacent properties.

(Ord. No. 92-0-52, §2(200.13), 10-27-92)

Sec. 6-129. Underground utility inspections.

Footing drains, tiles, sump pump lines, sanitary sewers, water services, underground tanks and their piping and all other underground facilities installed by the permittee must be inspected by the appropriate village inspector prior to concealment or backfilling or the uninspected work shall be required to be dug up and exposed for the required inspections.

(Ord. No. 92-0-52, §2(200.14), 10-27-92)

Sec. 6-130. Foundation systems.

- (a) *Required.* All foundation systems for all new buildings and structures and additions to existing buildings and structures shall be constructed of separately formed, poured concrete spread footings and foundation walls which shall comply with the requirements of the International Building Code and International Residential Code as applicable and as adopted.
- (b) *Additions or attachments to existing buildings.*
 - (1) There shall be a full foundation system supporting any proposed additions or attachments to any existing building or structure, which shall be tied into the existing foundation according to accepted engineering practice, but in no case less than one-half-inch steel dowels, on one-foot centers, wherever the new foundation system intersects the existing foundation.
 - (2) Additions or attachments to the principal building shall fall under all codes and ordinances governing the principal building.
- (c) *Underpinning of existing foundation system.* Where a proposed addition or attachment to an existing building or structure will have a foundation system or floor level below the existing building's foundation system, an underpinning plan shall be submitted, prepared by an architect or structural engineer, licensed by the state, which shall clearly show the details of the methods to be used by the contractor during the underpinning operation. The location of adjacent buildings or structures, either on the same premises or on abutting premises, shall be shown on the required underpinning site plan.
- (d) *Exterior porches, platforms and stairs.* Porches, platforms and stairs which support walls and/or roof loads shall be provided with a foundation system, as

provided in section 6-130, under all sides and shall be formed and poured with the building's foundation system. Open porches, platforms and stairs which do not support any walls and/or roof loads may be supported by wing walls that are formed and poured with the building foundation walls which shall be tied back into the foundation walls with at least two (2) one-half-inch rebars extending from the foundation wall into the top four (4) inches of each wing wall. All exterior concrete platforms and stairs supported by wing walls shall be anchored to the abutting building foundation wall, with one-half-inch rebars on a minimum of two (2) feet on center, extending from the foundation wall into the concrete platform or uppermost stair tread.

Exception 1: Any approved roofed over exterior porch/landing with a roof area 30 square feet or less and not greater than 6 feet in any one dimension may be supported by approved piers below the frost line.

- (e) Trenched combination footing and foundation walls. In lieu of separately formed and poured footings and foundation walls, trenched combination footings and foundation walls may be approved for one-story, slab on grade floors, all wood frame construction, residential room additions of not more than twenty (20) feet in any dimension or over four hundred (400) square feet in total area and for accessory buildings and structures of not more than twenty-four (24) feet in any dimension or over five hundred seventy-six (576) square feet in total area, consistent with recognized engineering practices, provided that the following requirements are complied with:
- (1) Trenched combination footings and foundation walls may only be used in cohesive soils such as clay, where the walls of the trench shall be square cut in a straight line to afford proper bearing for the superstructure walls to be built on top of it and where the trench walls will support themselves without flaking off into the trench during the concrete pour.
 - (2) The minimum width of the trenched combination footings and foundation walls shall be at least eight (8) inches, with a minimum of eight (8) inches of the wall extending above the finished grade and forty-two (42) inches extending below the finished grade. There shall be a minimum of three-thousand-pound-per-square-foot bearing soil at the bottom of the trench. Adjustments to the foundation wall width and/or the use of steel reinforcement shall be made for bearing soils of less than three thousand (3,000) pounds per square foot and/or unforeseen soils problems. Trenched combination footings and foundation walls shall not be permitted when the bearing capacity of the soil is less than two thousand (2,000) pounds per square foot or if there is filled ground at the bottom of the trench or other major bearing problems. In all cases, the bottom of the trench shall be square cut and level, and free of loose dirt or other debris. All other concrete construction details shall conform with the ICC

International Building Code, as adopted in section 6-161 and the ICC International Residential Code, as adopted in Section 6-211.

Exception: Trenched combination footings and foundations are permitted in cohesive soils when designed by an Illinois licensed Architect or Structural Engineer and installed consistent with a soils analysis, report, and recommendation by an Illinois licensed Soils Engineer. In addition the excavation shall be inspected and approved by the Soils Engineer, Structural Engineer and/or Architect with a copy of all his reports submitted to the Village of Libertyville, Building Division.

(Ord. No. 92-0-52, §2(200.17), 10-27-92) (Ord. No. 92-0-52, §2(200.16), 10-27-92) (Ord. No. 92-0-52, §2(200.15), 10-27-92)

Sec. 6-131-134. Reserved.

Sec. 6-135. Nonrequired systems, devices and/or materials.

Nonrequired systems, devices and/or materials which are proposed to be constructed into a building or structure at the voluntary election of the owner or owner's agent, such as, but not limited to, fire suppression systems, fire alarm systems, special electrical, plumbing, HVAC and/or communications systems, fire rated assemblies, nonrequired stairs and other such installations, shall be installed according to the appropriate codes and standards for the installation of required systems, devices and/or materials. This section shall not be construed to prevent conformance with specific requirements of other Codes and/or standards such as the Americans with Disabilities Act. (A.D.A.)

(Ord. No. 92-0-52, §2(200.20), 10-27-92)

Sec. 6-136. Dwelling unit security devices.

- (a) *Definitions.* The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cylinder guard means a hardened free-turning steel ring surrounding the exposed portion of the lock cylinder and is so fastened as to protect the cylinder from wrenching, prying, cutting or pulling by attack tools.

Cylinder spring dead latchset means a latching device and strike plate which is positively held in deadlatch position when the door is closed by means of an integral slide trigger mechanism. The complete lockset shall consist of a pin or wafer tumbler cylinder, operated by a key from the outside and a knob, thumb turn or lever handle from the inside.

Deadlatching lockset means a latching device and strike plate which is positively held in deadlock position when the door is closed by means of an added integral slide trigger mechanism. The complete lockset shall consist of a knob on both sides of the door and shall be locked or unlocked by a pin tumbler or disc wafer key from the outside and turn button from the inside.

Door closer means an approved device or spring-loaded hinge that automatically closes an open door.

Panicfree double lockset means a high-security lockset with a standard deadlatching lockset below a high-security, single-cylinder deadlock above with a one-inch-throw deadbolt and cylinder guard. Both deadlatch and deadbolt are retracted simultaneously by single action of the interior knob for panicfree escape during emergencies.

Security strike means a heavy gauge steel strike plate with four (4) off-centered screws at least two and one-half (2 1/2) inches long permitting full penetration through the jamb and into the rough buck, with approximate dimensions of three and five-eighths (3 5/8) inches by one and one-fourth (1 1/4) inches.

Single-cylinder deadlock means a bolt which has no automatic spring action and which is operated by a pin or wafer tumbler cylinder key from the outside and a thumb turn or lever on the inside and is positively held fast when in the projected position.

Solid core door means a door which shall have a nominal one-and-three-fourths inch thickness of solid wood or a core of approved material with a veneer surface on all sides and edges. Where a twenty-minute-rated fire door is required, an approved solid core door and a rabbeted jamb or comparable twenty-minute-rated jamb completes the door and door frame assembly.

- (b) *Generally.* All doors and windows, in all new dwelling units or additions to existing dwelling units, shall be provided with minimum security devices as provided in this section. No security device shall require a key or other special tools to open the locking device from the inside. All such locking devices shall be easily and readily opened from the inside with a panicfree, single-action turning knob, thumb turn, lever handle or other approved unlatching method, which simultaneously retracts the deadbolt, deadlatch or other locking system for panicfree escape from the dwelling unit in the event of an emergency. Double-cylinder deadlocks, where a key must be used on both sides of the door lock to open, are not permitted. Exception: Key operation may be permitted from a dwelling unit provided that the key cannot be removed from the lock when the door is locked from the side from which egress is to be made.
- (c) *Single-family detached and single-family attached dwellings.*

- (1) *Exterior doors.* All exterior doors in single-family detached and single-family attached dwellings shall be solid core doors and doors leading from an attached garage into the dwelling shall be a solid core door and rabbeted frame assembly or a twenty-minute fire door and frame and shall be equipped with deadlatching locksets having a minimum throw of one-half inch and separate single-cylinder deadlock with a one-inch throw, or other equal or better locksets and deadbolts. All locking devices shall have a security strike and free-turning cylinder guard to protect the lock cylinder. The separate deadlatching and single-cylinder deadlock may be combined into a panicfree double lockset. Outward swinging doors are permitted providing that the door hinges are on the inside and cannot be tampered with or the hinge pins removed.
 - (2) *Sliding glass patio doors.* Each sliding glass door unit shall be constructed and installed so that when it is in the locked position it can withstand a force of three hundred (300) pounds applied in any direction to any nonglazed portion of the door without disengaging the lock or allowing the door to be opened, lifted out of its track, or otherwise removed from the door opening. Mounting screws for the locking devices shall be inaccessible from the outside.
 - (3) *Windows.* Windows shall be constructed so that they cannot be lifted out from the frame while in a locked position. Window locking devices shall be capable of withstanding a force of one hundred fifty (150) pounds applied in any direction.
- (d) *Multiple-family dwellings.*
- (1) All entrance doors into each multiple-family dwelling unit shall be side-hinged, fire-rated doors with an approved door closer, all complying with the International Building Code, as adopted in section 6-161, and have a one-way viewing device from the inside.
 - (2) Multiple-family dwelling unit entrance doors shall be equipped with a deadlatching lockset having a throw of one-half inch and a separate single-cylinder deadlock with a one-inch throw. All locking devices shall have a security strike and a free-turning cylinder guard to protect the lock cylinders. The separate deadlatching lockset and the single-cylinder deadlock may be combined into a panicfree double lockset.
 - (3) When locking devices are provided, common entrance doors into common corridors and stairways shall be equipped with deadlatching locksets with a knob turn release from the inside and shall meet all other provisions of this subsection (d) of this section and the International Building Code, as adopted in section 6-161, for fire rating and panicfree escape.

(Ord. No. 92-0-52, §2(200.25), 10-27-92)

Sec. 6-137. General provisions for one- and two-family dwellings.

Applicable regulations.

(a) The applicable construction regulations as contained in this code, the International Residential Code as adopted in Section 6-195, the International Property Maintenance Code, as adopted in section 6-341, the Illinois State Plumbing Code, as adopted in section 6-190, and the National Electrical Code, as adopted in section 6-281, shall control all matters concerning the construction, alteration, addition, repair, replacement, demolition, use, location, occupancy and maintenance of all one- and two-family detached buildings, attached single-family buildings and residential accessory buildings and structures and shall apply to existing and proposed buildings and structures, except as such matters are otherwise provided for in this code, chapter 26, Zoning, or other ordinances or statutes having jurisdiction.

(b) Any additions or attachments to the principal building become part of the principal building and all codes and ordinances governing the principal building shall apply. Exception: Deck - See definitions 2-2 of the Zoning Code Ordinance 95-O-08.

(Ord. No. 92-0-52, §2(200.26), 10-27-92)

(Ord. No. 92-0-52, §2(200.29), 10-27-92)

Sec. 6-141. Reserved.

Sec. 6-142. Accessory buildings and structures other than garages.

(a) *Storage shed/Playhouses.*

(1) Storage sheds may be wood or metal, but must be of a finished exterior design which is comparable in appearance with the other buildings in the neighborhood. Pre-engineered, manufactured sheds of one hundred twenty (120) square feet or less may be approved by the building official without a foundation system or a concrete floor, provided that the shed has been designed as a structurally self-supporting unit, with adequate anchorage into the ground, by an approved method, to prevent uplift or overturning by high winds. Storage sheds that are framebuilt on the site shall comply with the construction requirements of detached, single-family garages, or better.

- (2) Storage sheds with an area of more than one hundred twenty (120) square feet but less than or equal to two hundred thirty (230) square feet shall be provided with an approved foundation and tiedown system or a minimum of a four sided grade beam slab on grade foundation which is a minimum of 8" below grade, 8" above grade, 8" wide at the base to a 45 degree angle to the bottom of the 4" minimum slab on a minimum 4" gravel base. Add a minimum 6" x 6" #10 wire to the center of the slab into the thickened edges. Anchor bolts shall be placed in the perimeter of the grade beam assembly or trench wall as required for a detached, single-family garage.
- (b) *Fire protection.* Any accessory structure that is within ten (10) feet or less to the principal building or less than five (5) feet from any property line shall have encroaching interior walls and roof structure of the structure protected with drywall, but in no case shall the structure be closer than three (3) feet to any other building or structure for maintenance and walkways.
Exception. Pre-manufactured drop-in-place portable sheds 32 sf or less in area and less than 5 ft high.
- (c) *Wood decks above grade.* All structural lumber, beams, wood deck flooring and other appurtenances shall be constructed of lumber that has received preservative treatment by the pressure process to prevent decay and rot. Framing and fasteners/connectors shall comply with this code and recognized engineering practice. Piers shall be a minimum of eight (8) inches in diameter of poured concrete, with level bottom, forty-two (42) inches below grade; however, all pier diameters shall be designed for actual loads and soil bearing properties at the bearing level. Approved post anchors shall be embedded in the concrete to receive the minimum 4 X 4 inch posts or larger, depending on actual loads. Hand rails and boards shall be provided along open-sided floors, decks, landings and stairs which are more than three (3) risers or eighteen (18) inches above a floor or grade level below.
- (d) *Gazebos.* Open-sided or screened gazebos with an area of two hundred thirty (230) square feet or less may be supported on piers, either as part of a deck structure or a freestanding structure. Open-sided gazebos more than two hundred thirty (230) square feet or any gazebos with closed sides shall be supported by an all-sided trench footing/foundation system as required for a detached, single-family garage. See section 6-132. Requirements for pressure-treated wood, framing, piers and connectors shall be the same as provided for in subsection (c) of this section. Open-sided, wood frame gazebos shall be separated from the principal building and other accessory buildings by a ten-foot fire separation.
- (e) *Fences.* Any new or existing fences shall be kept in a structurally sound, upright condition and shall be maintained so as not to become a nuisance or eyesore to the

neighboring properties.

- (1) Any standard fencing material may be used for construction of a fence, such as chainlink, wood boards, pickets, split rails, stockade or approved brick or decorative masonry.
- (2) No fence shall be topped with sharp-edged or spiked materials such as broken glass or barbed wire, nor shall electrically charged fencing be used. Exceptions are as follows:
 - a. Standard picket fences.
 - b. Security fences in nonresidential zoning districts, which may be topped with a single arm of barbed wire provided that the fence is stepped back at least five (5) feet from all property lines or other permitted location setback lines but not in any required front yards, with the barbed wire supporting arm angled into the premises at the maximum fence height of six (6) feet, six (6) inches, over grade.
- (3) Where the contour of the land contains abrupt changes of grade, the fence may follow the contour of the ground or may be stepped with the maximum fence height measured over grade as an average for an eight-foot linear section of fence.
- (4) There shall be at least one (1) three-foot gate or permanent opening in any fence which fully encloses an area.
- (5) No fence shall be erected in any drainage easement or swale if, in the judgement of the building official or village engineer, such fence will restrict the flow of stormwater through the easement or swale.
- (6) Fences shall be erected with the fence posts and any rough or unfinished side of the fence facing toward the interior of the premises on which the fence has been constructed.

(f) Satellite earth stations. See section 26-258.

(Ord. No. 92-0-52, §2(200.31--200.33), 10-27-92)

Secs. 6-143--6-160. Reserved.

Subdivision II International Building Code

Sec. 6-161. Adopted.

The 2015 International Building Code excluding I.C.C. duplicate sections indicated with [F] International Code Council, shall be and is adopted as the regulations for the construction, alterations, additions, repair, replacement, removal, demolition, use, location, occupancy and maintenance of all buildings and structures, and their utility and service equipment, with the deletions, additions and modifications as set forth in this subdivision, as the basic building code of the village.

(Ord. No. 92-0-52, §2(300.1), 10-27-92)

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6-162. Conflicts with the Village code.

Where any requirement of the International Building Code, as adopted in section 6-161, conflicts with any requirement contained within this Code, the requirement of this Code shall prevail and shall be applied as the requirement of the village.

(Ord. No. 92-0-52, §2(300.2), 10-27-92)

Sec. 6-163. Conflicts with adopted codes or standards.

Where any requirement of the International Building Code, as adopted in section 6-161, conflicts with any requirement contained within that code or in other adopted codes or in referenced national standards other than this Code, then the more strict and stringent requirement, that provides for a higher level of performance or installation, a higher quality of materials or equipment or the requirements securing the greater public safety shall prevail as the requirement of the village.

(Ord. No. 92-0-52, §2(300.3), 10-27-92)

Sec. 6-164. Deletions, additions and modifications.

The following chapters and sections of the International Building Code as adopted in Section 6-161 are hereby revised as follows:

Chptr. 1. Administration. Delete Chapter 1, sections 101 to and including 116. See divisions 1 and 2 of article II, Building code, of chapter 6 of the Municipal Code, which shall be substituted in their entirety.

Sec. 202. General definitions. Add the following new definitions:

Width, clear: A clear, unobstructed opening, aisle or corridor, measured horizontally and/or vertically between walls, sash or to any other limiting factors or projections into the width. Where required widths or openings are specified for various elements of egress or escape in Chapter 10 or elsewhere, the minimum clear widths or openings shall be measured from wall to wall or from wall to any projection into the corridor for corridors, from door jamb to the leaf of the door in an opened position for door openings and from the top of the sill or from the window frame to the sash of a window in an opened position or to a mullion for windows. Example: A thirty-two-inch nominal wide door leaf, which is one and three-fourths (1 3/4) inches thick, actually has a clear door opening of only twenty-nine and one-fourth (29 1/4) inches, between the door jamb and the door leaf, in an opened position, using standard door hanging hardware and methods.

Sec. 402.5 Automatic Sprinkler System (Covered and Open Mall Buildings). Delete the Exception.

Sec. 403.3 Automatic Sprinkler system (High Rise Buildings). Delete Exceptions. See division 3, Automatic sprinkler systems, of article V of chapter 6 of the Municipal Code.

Sec. 404.3 Automatic Sprinkler Protection (Atriums). Delete Exceptions. See division 3, Automatic sprinkler systems, of article V of chapter 6 of the Municipal Code.

406.3.4.1 Dwelling unit separation in sentences one & two change "1/2 inch" to "5/8 inch firecode"

406.3.4.4 Garage Location. Add the following: Any detached garage that is within ten (10) feet or less to the principal building or less than five (5) feet from any property line shall have encroaching interior walls and roof structure of the garage protected with drywall, but in no case shall a detached garage be closer than three (3) feet to any other building or structure for maintenance and walkways.

Sec. 407.8 Automatic Fire Detection (Group I-2). Delete Exception 1 and 2 in their entirety.

Sec. 410.7 Automatic Sprinkler Systems (Stages, Platforms, and Technical Production Areas). Delete Exception #2.

Sec. 507.3 Sprinklered, One-Story Buildings. Delete the exceptions under this section in their entirety. See section 6-118, pertaining to fire district limits, and chapter 26, Zoning, of the Municipal Code.

Chapter 9. Fire Protection Systems. Delete all sections except sections and subsections of 909.20 & 909.21. Refer to Chapter 6, Article V, Divisions 2 & 3 ICC International Fire Code & Automatic Fire Suppression Systems of the Municipal Code.

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Sec. 1010.1.1 Size of doors. Add exception 11 to this section to read: 11. In use group R-2, R-3, and R-4, the exit door shall have a minimum door leaf of thirty-six (36) inches, and service doors and interior habitable room doors shall have minimum door leafs of thirty (30) inches.

Sec1010.1.9.7. Delayed egress. Add "With prior approval of the fire official" to the beginning of the first sentence.

Sec. 1015.2 Where required (Guards). Change first sentence by deleting "30 inches (762 mm)" to read "three (3) risers or eighteen (18) inches."

Section 1101.2. Design (Accessibility). Add to the end of the sentence the following: and the Illinois Accessibility Code, as published by the capital development board of the state, April 1997 edition and subsequent amendments, per state statute.

Sec. 1206.2 Yards. Delete section 1206.2 in its entirety. See chapter 26, Zoning, of the Municipal Code.

Sec. 1207 Sound transmission control. Delete the present wording and section numbers and substitute the following:

Sec. 1207.1 Scope. This section shall apply to all common interior walls, partitions and floor/ceiling assemblies between adjacent dwelling units, horizontally or vertically, and between a dwelling unit and adjacent public areas such as halls, corridors, stairs, service areas or other common areas, in all buildings of use group R, except detached single-family dwellings.

Sec. 1207.2 Airborne noise. Partitions and floor/ceiling assemblies separating dwelling units from each other or from building service and common areas shall have a minimum sound transmission class (STC) of not less than 54 for airborne noise when tested in accordance with ASTM E90 listed in Chapter 35. This requirement shall not apply to dwelling unit entrance doors, but such doors shall be tightfitting to the frame and sill.

Sec. 1207.3 Structureborne sound. Floor/ceiling assemblies between dwelling units and between dwelling units and building service and common areas shall have an impact insulation class (IIC) rating of not less than 51 when tested in accordance with ASTM E492 listed in Chapter 35.

Sec. 1207.4 Isolation of plumbing, heating and ventilation systems. No plumbing waste, drain, vent or piping serving one (1) dwelling unit shall be installed in a bedroom, dining room or living room partition of another dwelling unit. Heating and air conditioning ducts, grills, registers and diffusers shall not be used to supply more than one (1) dwelling unit. Where common supply and return ducts are necessary, they shall be lined with approved sound deadening duct liner and approved sound attenuating devices shall be installed in the openings from the common ducts

into the dwelling units. All penetrations or openings in common walls between dwelling units or between dwelling units and any type of building common area, such as pipe sleeves, medicine cabinets, chutes, electrical boxes or other similar equipment or devices, shall be offset and packed, sealed, or isolated by sufficient mass and/or specialized sound deadening materials to maintain the required sound transmission class rating.

Sec. 1207.5 Tested assemblies. Assemblies of building construction listed in GA600, listed in Chapter 35 or tested in accordance with ASTM E 90 or ASTM E 492 may be accepted as having the required STC and IIC ratings specified therein for determining compliance with the requirements of this section.

Sec. 1208.3 Room area. In the second sentence, change "not less than seventy (70) square feet" to read "not less than one hundred (100) square feet."

Sec. 1209.1 Crawl Spaces. In first sentence, change "18 inches by 24 inches" to "22 inches by 36 inches"

Sec. 1209.2 Attic spaces. In the first sentence, change " 20 inches by 30 inches" to 22 inches by 36 inches.

Sec. 1210.4 Coat Hooks. In each new public bathroom toilet stall there shall be installed two coat hooks for use by the public; one at 48" above the floor, and one at 62" above the floor.

Sec. 1607.1 Minimum uniformly distributed live loads, Table 1607.1. Minimum uniformly distributed live loads, occupancy or use, residential habitable attics and sleeping areas: change 30 psf live load to 40 psf live load.

Sec. 1608.1 General. Add the following: Design snow loads and all minimum live loads shall not be less than thirty (30) pounds per square foot.

Sec. 1805.4.2 Foundation Drain. Replace section in its entirety with the following:

Footing drains shall be installed on the exterior of all basement and crawl space footings. Footing drains shall be bedded on two (2) inches of washed gravel with all mud, silt or other materials or debris removed prior to placing the gravel. Footing drains shall be placed on the outside of the footing with the top of the drain below the top of the footing. The drain shall be covered with a minimum of six (6) inches of washed gravel (sizes one-half to three-fourth inch) to a point not less than three (3) inches above the top of the footing and covered with an approved filter membrane material. The footing drain passing through the footing to the sump pump basin shall be of four-inch, schedule 35 PVC or equal.

Window well drains shall be of four-inch, schedule 35 PVC or equal, connected to the footing drain by means of a "T." The end of the riser shall be three (3) inches below the bottom of the basement window frame and shall be provided with a grate. The riser pipe shall be securely

fastened to the wall and the window well shall be provided with coarse stone to cover the grate.

Sec. 1807.1 Foundation Walls. Add to end of section: The thickness of plain concrete foundation walls shall not be less than eight (8) inches nor shall the thickness of the foundation wall be less than the wall to be supported.

Sec. 1807.1.4 Permanent Wood Foundation Systems. Delete section in its entirety without substitution.

Sec. 1807.1.5 Concrete and Masonry Foundation walls. In the first sentence, change the wording to read: Concrete foundation walls shall be designed in accordance with Chapter 19 except that no masonry foundations shall be permitted. Also delete the word “masonry” from the exception.

Sec. 1807.1.6 Prescriptive Design of Concrete and Masonry Foundation Walls Thickness. Delete the words “and masonry” from this section and all subsections.

Sec. 1807.1.6.1 Foundation wall thickness. Delete the present wording of section and substitute the following: The thickness of plain concrete foundation walls shall not be less than eight (8) inches nor shall the thickness of the foundation wall be less than the wall to be supported.

Sec. 1809.4 Depth and width of footings. Delete present wording of section 1809 and substitute the following: The minimum depth of footings below the undisturbed ground surface shall be 42”. The minimum width of footings shall be 18 inches.

Sec. 1809.5 Frost protection . Delete exception and substitute the following:

Exception 1: Except when erected upon solid rock or otherwise protected from frost action, foundations, walls, piers and other permanent supports of all buildings and structures larger than one hundred twenty (120) square feet in area or ten (10) feet in height shall extend a minimum of forty-two (42) inches below the finished outside grade and concrete spread footings as provided by code shall be provided to distribute all live and dead loads to the underlying allowable bearing values of the soil. Alternatively, such structures shall be supported on piles when solid rock is not available. Footing shall not bear on frozen soils. In all cases, footings shall be designed according to accepted engineering practices.

Exception 2: For temporary structures see IBC Sec. 3103.

Sec. 1809.8 Plain concrete footings. Delete the present wording of section and its exception and substitute the following: Spread footings on soil shall be a minimum of eight (8) inches in depth and eighteen (18) inches wide, with the concrete foundation wall centered on the footing width. There shall not be less than four (4) inches of footing between the footing edges to either side of the foundation wall.

Sec.1809.9 Masonry unit footings. Delete sections 1809.9, 1809.9.1 and 1809.9.2 in its entirety without substitution.

Sec. 1809.12 Timber Footings. Delete section in its entirety without substitution.

Sec. 2303.1 General Design Requirements. (Wood) Add the following at end of paragraph:
"When structural engineered wood I-joists are used in floor/ceiling assemblies in basements, they shall be protected with half-inch drywall or approved equivalent. Protection provided by an automatic sprinkler system in the basement with the design and installation approved by the Fire Official for compliance with N.F.P.A. 13 standards shall be considered as an approved equivalent.

Sec. 2308. 7.2 Rafter spans. Add a new sentence to the end of the existing paragraph to read as follows: Roof structures with roof rafter lengths over eighteen (18) feet long shall be structurally calculated for all live loads and actual dead loads and the plans shall show all required crossties, blocking and bracing necessary to resist deflection and shall show the typical connection detail at the top plate for load transfer, and to resist uplift and spreading of the supporting walls and shall show the bracing for any gable end wall.

Sec. 2406.4 Hazardous locations. Add a new subsection to read as follows.

Sec. 2406.4.8 Visual Warning. In all buildings a visual horizontal "Warning" band of not less than four (4) inches wide and thirty-six (36) inches above the floor, or permanently mounted drapes, blinds or other similar visual warning devices shall be provided across glazing in fixed panels adjacent to pedestrian walkways or doors to provide visual warning that glazing is present and is not an open walkway, when, in the opinion of the building official, such additional visual warning is necessary.

Chapter 27 Electrical. Chapter 27 to be used in conjunction with article III, Electrical code, of chapter 6 of the Municipal Code.

Chapter 29 Plumbing systems. Chapter 29 to be used in conjunction with subdivision VII, Plumbing code, of division 3 of article II of chapter 6 of the Municipal Code.

Sec. 3001.5 Elevator Standards Adoption. The design, construction, installation, and alteration of elevators and conveying systems and their components shall comply with the Illinois Elevator Safety and Regulation Act (225 ILCS 312) and with the current state adopted versions of the following standards.

- (a) American Society of Mechanical Engineers (ASME):
 - (1) Safety Code for Elevators and Escalators (ASME A17.1), A17.1(a), and A17.1(s)

- (2) Guide for Inspection of Elevators, Escalators, and Moving Walks (ASME A17.2)
 - (3) Safety Code for Existing Elevators and Escalators (ASME A17.3)
 - (4) Safety Standard for Platform Lifts and Stairway Chairlifts (ASME A18.1);
and
 - (5) Standard for Qualification of Elevator Inspectors (ASME QEI-1).
- (b) American National Standards:
- (1) Safety Requirements for Personal Hoists and Employees Elevators (ANSI A10.4).
- (c) American Society of Civil Engineers (ASCE):
- (1) Automated People Mover Standards (ASCE 21).

Sec. 3002.4 Elevator car to accommodate ambulance stretcher. Revise the first sentence to read: "When elevator(s) are installed in a building at least one elevator shall be provided for Fire Department emergency access to all floors."

Sec. . 3005.5. Shunt trip. Add a last sentence to read as follows: The shutoff valve shall be located in the machine room with a permanent handle to attach to the valve for shutoff purposes.

Sec. 3103 Temporary structures. Add the following subsections:

Sec. 3103.5 Mobile units shall meet the following:

- (1) Mobile units shall be of an approved design, constructed and maintained to be transported from one location to another and not mounted on a permanent foundation.
- (2) Mobile units shall be provided with an anchorage and tie-down system to prevent overturning or uplift of the unit. The system shall be provided by eyelets embedded in a concrete platform with adequate anchor plates or hooks or other suitable means designed by the State licensed design professional to withstand all loads as required by this code.

Sec. 3103.1 General. (Temporary Structures). In the second sentence add the word "only" after the word "shall."

Sec. 3103.1. 2 Permit Required. (Temporary Structures). Add the words: ", except for tents and other membrane structures," after the words "temporary structures."

Sec. 3107 Signs. Delete Section 3107 in its entirety. See the sign regulations of chapter 26, Zoning, of the Municipal Code.

Sec. 3109.4 Residential Swimming Pools. In exception, delete “swimming pool with a power safety cover or a .”

Sec. 3109 Swimming pool enclosures. Add the sections as follows and retain all other sections as printed:

Sec. 3109.3.1 Public swimming pool design. The design and detailing of the pool shall be as required by the pool design professional.

Sec. 3109.4.4 Residential swimming pool design. The design and detailing of the pool shall be as required by the pool design professional.

Chapter 32 Encroachments into the Public Right-Of-Way. Delete Chapter 32 in its entirety. See chapter 26, Zoning, of the Municipal Code.

(Ord. No. 92-0-52, §2(300.4), 10-27-92)

Secs. 6-165--6- 169 Reserved.

*Subdivision III. International Energy Conservation Code**

*State law reference(s)--Authority to regulate energy conservation,

Sec. 6- 170. Adopted.

The minimum regulations and standards governing the design, installation and construction of energy conservation, which are essential to ensure reasonable safeguards to protect the public health and safety against the hazards of inadequate, defective or unsafe energy conservation and installations, as set forth in the ICC International Energy Conservation Code of 2015 and the State of Illinois Energy Conservation Code, as promulgated and published by the International Code Council, Inc., with deletions, additions and modifications set forth in this subdivision, shall be and are adopted as if fully set out in this subdivision, and made applicable to all existing or future buildings, structures and premises within the corporate limits of the village.

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6-171. Deletions, additions and revisions.

The following sections of the ICC International Energy Conservation Code as adopted in Section 6- 170 are revised as follows:

Sec. C101.1. Title. Insert "Village of Libertyville" as name of jurisdiction.

Sec. R101.1. Title. Insert "Village of Libertyville" as name of jurisdiction.

Sec. C107.2 Schedule of Permit Fees. Delete the present wording and substitute the following:

The fees for all permits for all mechanical work are as provided for in sections 6-89 and 6-90 of the Municipal Code and shall include such other building, plumbing and electrical permits as may be necessary for the installation and completion of any mechanical installations.

Sec. R107.2 Schedule of Permit Fees. Delete the present wording and substitute the following:

The fees for all permits for all energy conservation work are as provided for in sections 6-89 and 6-90 of the Municipal Code and shall include such other building, plumbing and electrical permits as may be necessary for the installation and completion of any energy conservation installations.

Sec. C108. Stop work order. Delete section in its entirety and substitute the following:

The procedures for executing, posting and releasing stop work orders are as provided in section 6-61 violations and section 6-62, stop work orders, in the Municipal Code.

Sec. R108. Stop work order. Delete section in its entirety and substitute the following:

The procedures for executing, posting and releasing stop work orders are as provided in section 6-61 violations and section 6-62, stop work orders, in the Municipal Code.

Sec. C109. Board of appeals. Delete section in its entirety and substitute the following:

All appeals shall be taken to the board of building appeals and shall comply with all procedures and provisions of section 2-416 et seq., pertaining to the board of building appeals, of the Municipal Code.

Sec. R109. Board of appeals. Delete section in its entirety and substitute the following:

All appeals shall be taken to the board of building appeals and shall comply with all procedures and provisions of section 2-416 et seq., pertaining to the board of building appeals, of the Municipal Code.

Sec. 6-172—6-174 Reserved

*Subdivision IV International Existing Building Code**

*State law reference(s)--Authority to regulate existing building systems,

Sec. 6-175 Adopted.

The minimum regulations and standards governing the design, installation and construction of mechanical systems, which are essential to ensure reasonable safeguards to protect the public health and safety against the hazards of inadequate, defective or unsafe existing building systems and installations, as set forth in the ICC International Existing Building Code of 2015 as promulgated and published by the International Code Council, Inc., with deletions, additions and modifications set forth in this subdivision, shall be and are adopted as if fully set out in this subdivision, and made applicable to all existing or future buildings, structures and premises within the corporate limits of the village.

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6-176. Deletions, additions and revisions.

The following sections of the ICC International Existing Building Code as adopted in Section 6-175 are revised as follows:

Sec. 101.1. Title. Insert "Village of Libertyville" as name of jurisdiction.

Sec. 108.2. Schedule of Permit Fees. Delete the present wording and substitute the following:

Fee schedule. The fees for all permits for all existing building work are as provided for in sections 6-89 and 6-90 of the Municipal Code and shall include such other building, plumbing and electrical permits as may be necessary for the installation and completion of any existing building installations.

Sec. 112. Board of appeals. Delete section in its entirety and substitute the following:

All appeals shall be taken to the board of building appeals and shall comply with all procedures and provisions of section 2-416 et seq., pertaining to the board of building appeals, of the Municipal Code.

Sec. 114. Stop work orders. Delete section in its entirety and substitute the following:

The procedures for executing, posting and releasing stop work orders are as provided in section 6-61 violations and section 6-62, stop work orders, in the Municipal Code.

Secs. 6-177—6-180 Reserved.

*Subdivision V. International Fuel Gas Code**

*State law reference(s)--Authority to regulate fuel gas systems,

Sec. 6-181 Adopted.

The minimum regulations and standards governing the design, installation and construction of fuel gas systems, which are essential to ensure reasonable safeguards to protect the public health and safety against the hazards of inadequate, defective or unsafe fuel gas systems and installations, as set forth in the ICC International Fuel Gas Code of 2015 as promulgated and published by the International Code Council, Inc., with deletions, additions and modifications set forth in this subdivision, shall be and are adopted as if fully set out in this subdivision, and made applicable to all existing or future buildings, structures and premises within the corporate limits of the village.

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6-182 Deletions, additions and revisions.

The following sections of the ICC International Fuel Gas Code as adopted in Section 6-181 are revised as follows:

Sec. 101.1. Title. Insert "Village of Libertyville" as name of jurisdiction.

Sec. 106.6.2. Schedule of Fees. Delete the present wording and substitute the following:
The fees for all permits for all fuel gas work are as provided for in sections 6-89 and 6-90 of the Municipal Code and shall include such other building, plumbing and electrical permits as may be necessary for the installation and completion of any fuel gas installations.

Sec. 108.4. Violation Penalties. Delete the first sentence and substitute the following:
Any person, firm or corporation who shall violate any provisions of this code shall, upon conviction thereof, be subjected to a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), and the costs of prosecution.

Second sentence remains as printed.

Sec. 108.5. Stop work orders. Delete section in its entirety and substitute the following:
The procedures for executing, posting and releasing stop work orders are as provided in section 6-61 violations and section 6-62, stop work orders, in the Municipal Code.

Sec. 109. Board of appeals. Delete section in its entirety and substitute the following:
All appeals shall be taken to the board of building appeals and shall comply with all procedures and provisions of section 2-416 et seq., pertaining to the board of building appeals, of the Municipal Code.

Sec. 6-183—6-184 Reserved.

*Subdivision VI. International Mechanical Code**

*State law reference(s)--Authority to regulate mechanical systems, 65 ILCS 5/11-32-1.

Sec. 6- 185. Adopted.

The minimum regulations and standards governing the design, installation and construction of mechanical systems, which are essential to ensure reasonable safeguards to protect the public health and safety against the hazards of inadequate, defective or unsafe mechanical systems and installations, as set forth in the ICC International Mechanical Code of 2015, as promulgated and published by the International Code Council, Inc., with deletions, additions and modifications set forth in this subdivision, shall be and are adopted as if fully set out in this subdivision, and made applicable to all existing or future buildings, structures and premises within the corporate limits of the village.

(Ord. No. 92-0-52, §2(400.1), 10-27-92)

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6- 186. Deletions, additions and revisions.

The following sections of the ICC International Mechanical Code as adopted in Section 6- 185 are revised as follows:

Sec. 101.1. Title. Insert "Village of Libertyville" as name of jurisdiction.

Sec. 106.5.2. Fee schedule. Delete the present wording and substitute the following:

Fee schedule. The fees for all permits for all mechanical work are as provided for in sections 6-89 and 6-90 of the Municipal Code and shall include such other building, plumbing and electrical permits as may be necessary for the installation and completion of any mechanical installations.

Sec. 108.4. Violation. Delete the first sentence and substitute the following:

Penalties. Any person, firm or corporation who shall violate any provisions of this code shall, upon conviction thereof, be subjected to a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), and the costs of prosecution.

-Second sentence remains as printed.

Sec. 108.5. Stop work orders. Delete section in its entirety and substitute the following:

Stop work orders. The procedures for executing, posting and releasing stop work orders are as provided in section 6-61 violations and section 6-62, stop work orders, in the Municipal Code.

Sec. 109. Means of appeal. Delete section in its entirety and substitute the following:

Means of appeal. All appeals shall be taken to the board of building appeals and shall comply with all procedures and provisions of section 2-416 et seq., pertaining to the board of building appeals, of the Municipal Code.

(Ord. No. 92-0-52, §2(400.2), 10-27-92)

Secs. 6- 187--6- 189. Reserved.

Subdivision VII. Plumbing Code

Sec. 6- 190. Adopted.

The minimum regulations and standards governing the design, installation and construction of plumbing systems, which are essential to ensure reasonable safeguards to protect the public health and safety against the hazards of inadequate, defective or unsafe plumbing systems and installations, as set forth in the 2014 Illinois Plumbing Code, as promulgated and published by the state department of public health, with additions set forth in this subdivision, are adopted, as if fully set out in this subdivision, and made applicable to all existing or future buildings, structures and premises within the corporate limits of the village.

(Ord. No. 92-0-52, §2(500.1), 10-27-92)

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6- 191. Additions.

In addition to the requirements of the Illinois Plumbing Code, the following requirements shall apply:

Pursuant to 17 Ill. Admin. Code 3730.307 (c)(4) and subject to the Illinois Plumbing Code (77 Ill. Admin. Code 890) and the Lawn Irrigation Contractor and Lawn Sprinkler System Registration Code (77 Ill. Admin. Code 892), be it hereby ordained that in the Village of Libertyville, Illinois, all new plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the WaterSense label (as designated by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

Sec. 6-192—6-194 Reserved.

Subdivision VIII. International Residential Code.

Sec. 6-195. Adopted.

The 2015 International Residential Code, including Appendix F: Passive Radon Gas Controls, and Appendix K, Sound Transmission, as published by the International Code Council, shall be and is adopted as the regulations for the construction, alterations, additions, repair, replacement, removal, demolition, use, location, occupancy and maintenance of all buildings and structures, for one and two family dwellings and townhouses, their accessory structures, utility and service equipment, with the deletions, additions and modifications as set forth in this subdivision, as the one and two family residential building code of the village.

State law reference(s)—Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6- 196. Conflicts with village code.

Where any requirement of the International Residential Code, as adopted in section 6- 195, conflicts with any requirement contained within this Code, the requirement of this Code shall prevail and shall be applied as the requirement of the village.

(Ord. No. 92-O-52, §2(300.2), 10-27-92)

Sec. 6 197. Conflicts with adopted codes or standards. Where any requirement of the International Residential Code, as adopted in section 6- 195, conflicts with any requirement contained within that code or in other adopted codes or in referenced national standards other than this Code, then the more strict and stringent requirement, that provides for a higher level of performance or installation, a higher quality of materials or equipment or the requirements securing the greater public safety shall prevail as the requirement of the village.

Sec. 6- 198. Deletions, Additions and Modifications. The following chapters and sections of the-International Residential Code as adopted in Sec. 6-195 are hereby revised as follows:

Chapter 1. Administration. Delete Chapter 1 in its entirety. See Divisions 1 and 2 of Article II Building Code, of Chapter 6 of the Municipal Code, which shall be substituted in their entirety.

Chapters 25 through 33 are to be used in conjunction with Subdivision VII Illinois Plumbing Code of Division 3 of Article II Building Code of Chapter 6 of the Municipal Code.

Part VIII. Electrical. Delete Chapters 34 through 43 in their entirety. See Article III Electrical Code of Chapter 6 of the Municipal Code, which shall be substituted in their entirety.

R301.2. Climatic and Geographic Design Criteria.

- (1) Add the following sentence: Design snow loads and roof live loads shall not be less than thirty (30) pounds per square foot.

(2) Amend Table R301.2 (1) as follows:

Ground Snow Load:	30 psf
Wind Speed (mph):	115
Topographic Effects:	No
Special Wind Region:	No
Windborne Debris Zone:	No
Seismic Design Category:	A
Subject to Damage From:	
Weathering:	Severe
Frost line depth:	42"
Termite:	Moderate-Heavy
Winter Design Temp:	-4°
Ice Shield Underlayment Required:	Yes
Flood Hazard:	January 1980/September 1997 and September 2013
Air Freezing Index:	1687
Mean Annual Temp:	47.6°

R301.5 Live Load. . Revise Table R301.5 Habitable attics and sleeping rooms live load shall be 40.

Table R302.6 Dwelling Garage Separation. Change "1/2 inch" to "5/8 inch firecode" in all locations

R309.6. Service Doors. Every detached garage shall be provided with a minimum 30" wide service door to exterior for emergency egress access.

R311.2 Egress Door. Revise fourth sentence to say: Other means of egress doors shall have a minimum width of thirty (30) inches.

R312.1.1. Where Required (Guards). Change "30 inches" to read "three (3) risers or eighteen (18) inches."

R401.5 Pedestrian Safety Warning/Protection (General). Add new section: Every construction site where an excavation is open or anticipated to be open shall be enclosed along the perimeter of the lot with temporary chain-link fencing not less than six (6) feet high. The fence shall have a locking swinging gate or approved equivalent along the street-side lot line that shall not block the public right-of-way. The fence shall be installed prior to the start of any work involving building demolition or new construction, and it shall remain in place until such time as the excavation is filled and any required insulation inspection is approved.

R402.1 Wood Foundations. Substitute Section R402.1 in its entirety with the following: Wood foundations shall not be permitted.

R402.2 Concrete (Foundations). Add the following: Masonry foundations shall not be permitted.

R403.1.1. Minimum Size (Footings). Replace the third and fourth sentences with the following: Spread footings on soil shall be a minimum of 8" deep and 18" wide with the concrete foundation wall centered on the footing width with a minimum of 4" of footing between the footing edges to either side of the foundation wall.

R403.1.4 Minimum Depth (Footings). Delete Section and refer to LMC Section 6-130.

R404.1.5 Foundation Wall Thickness Based on Walls Supported. Delete the present wording of section R404.1.5 and substitute the following: The thickness of plain concrete foundation walls shall not be less than eight (8) inches nor shall the thickness of the foundation wall be less than the wall to be supported.

R405.1 Concrete Foundations. (Foundation Drainage) Delete in its entirety and replace with the following:

Footing drains shall be installed on the exterior of all basement and crawl space footings. Footing drains shall be bedded on two (2) inches of washed gravel with all mud, silt or other materials or debris removed prior to placing the gravel. Footing drains shall be placed on the outside of the footing with the top of the drain below the top of the footing. The drain shall be covered with a minimum of six (6) inches of washed gravel (sizes one-half to three-fourth inch) to a point not less than three (3) inches above the top of the footing and covered with an approved filter membrane material. The footing drain passing through the footing to the sump pump basin shall be of four-inch, schedule 35 PVC or equal.

Window well drains shall be of four-inch, schedule 35 PVC or equal, connected to the footing drain by means of a "T." The end of the riser shall be three (3) inches below the bottom of the basement window frame and shall be provided with a grate. The riser pipe shall be securely fastened to the wall and the window well shall be provided with coarse stone to cover the grate.

R408.4 Access. Change the minimum opening sizes in sentences two, three and four to read: "22 inches by 36 inches."

R502.3.1 Sleeping Areas and Attic Joists. Change "Table R502.3.1(1)" to "Table R502.3.1(2)" and change the design live load of "30 psf (1.44 kn/m²)" to "40 psf."

R502.11.1 and R802.10.2 Design (Wood Truss). Change the last sentence to read as follows: The truss design drawings with related stress diagrams shall be prepared, signed and sealed by an architect and/or structural engineer licensed in the State of Illinois.

R807.1 Attic Access. In the 3rd and 4th sentences substitute "30 inches" with "36 inches." Add seventh sentence to read as follows: Attic access shall not be located above closet storage areas.

M1804.2.5 Direct vent terminations. Add the following: Power exhauster direct vent terminations shall extend through the roof or rear yard wall and shall be located not less than 15 feet from lot lines. If the power exhauster direct vent terminations is through a wall, then it shall be directed toward the farthest zoning lot line with the discharge directed down and located as close to the ground as possible for noise reduction and/or installed with a pre-approved sound muffler system. Exceptions: Direct vent fireplaces and wall furnaces

M1804.2.6 Req.(6). Substitute Req.(6) in its entirety with the following: 6. Power exhauster terminations shall extend through the roof or rear yard wall, and shall be located not less than 15 feet from lot lines and adjacent buildings.

Appendix K. Section AK102 Air-Borne Sound. Revise minimum STC rating from 45 to 54.

Appendix K. Section AK103 Structural-Borne Sound. Revise minimum IIC rating from 45 to 51.

Secs. 6-199--6-214. Reserved.

Subdivision IX International Swimming Pool and Spa Code

*State law reference(s)--Authority to regulate swimming pool and spa systems,

Sec. 6-215. Adopted.

The minimum regulations and standards governing the design, installation and construction of swimming pool and spa systems, which are essential to ensure reasonable safeguards to protect the public health and safety against the hazards of inadequate, defective or unsafe swimming pool and spa systems and installations, as set forth in the ICC International Swimming Pool and Spa Code of 2015 as promulgated and published by the International Code Council, Inc., with deletions, additions and modifications set forth in this subdivision, shall be and are adopted as if fully set out in this subdivision, and made applicable to all existing or future buildings, structures and premises within the corporate limits of the village.

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6-216. Deletions, additions and revisions.

The following sections of the ICC International Swimming Pool and Spa Code as adopted in Section 6-215 revised as follows:

Sec. 101.1. Title. Insert "Village of Libertyville" as name of jurisdiction.

Sec. 106.5.2. Schedule of Fees. Delete the present wording and substitute the following:

The fees for all permits for all swimming pool and spa work are as provided for in sections 6-89 and 6-90 of the Municipal Code and shall include such other building, plumbing and electrical permits as may be necessary for the installation and completion of any swimming pool and spa installations.

Sec. 107.4. Violation Penalties. Delete the first sentence and substitute the following:

Any person, firm or corporation who shall violate any provisions of this code shall, upon conviction thereof, be subjected to a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), and the costs of prosecution.

- Second sentence remains as printed.

Sec. 107.5. Stop work orders. Delete section in its entirety and substitute the following:

The procedures for executing, posting and releasing stop work orders are as provided in section 6-61 violations and section 6-62, stop work orders, in the Municipal Code.

Sec. 108. Board of appeals. Delete section in its entirety and substitute the following:

All appeals shall be taken to the board of building appeals and shall comply with all procedures and provisions of section 2-416 et seq., pertaining to the board of building appeals, of the Municipal Code.

Secs. 6-217—6-220 Reserved.

ARTICLE III. ELECTRICAL CODE*

*Cross reference(s)--Electrical commission, §2-321 et seq.

DIVISION 1. GENERALLY

Sec. 6-221. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Approved means acceptable to the authority having jurisdiction.

Electrical contractor means any person, firm or corporation engaged in the business of installing or altering, by contract, electrical equipment for the utilization of electricity supplied for light, heat or power, not including radio apparatus or equipment for wireless reception of sounds and signals, and not including common carriers, which are under the jurisdiction of the Illinois Commerce Commission, for use in their operations as public utilities. The term "electrical contractor" does not include employees of such contractor to do or supervise such work.

Licensed contractor means a contractor granted permission by a competent authority to engage in a business or occupation.

Mechanical execution of work means electric equipment shall be installed in a neat and workmanship like manner.

Qualified person means one familiar with the construction and operation of the equipment and the hazards involved.

Registered contractor means a contractor who has been formally qualified by an official testing procedure as defined in section 6-316.

Special permission means the written consent of the authority having jurisdiction.

(Ord. No. 89-0-65, §1(35.5), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Cross reference(s)--Definitions and rules of construction generally, §1-2.

Sec. 6-222. Penalties.

- (a) Any person, firm, company or corporation who shall violate any of the provisions of this chapter or of any of the applicable provisions of the National Electrical Code or shall fail to comply therewith or who shall violate or fail to comply with any order made thereunder and from which no appeal has been taken, or who shall

fail to comply with such an order as may be affirmed or modified on appeal or by a court of competent jurisdiction, within the time duly fixed for compliance or who shall make installations or repairs in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued hereunder shall severely for each and every such violation and non-compliance respectively, be guilty of a misdemeanor, punishable as provided in section 1-12.

- (b) The application of any penalty shall not be held to prohibit the enforced removal of prohibited conditions.

(Ord. No. 89-0-65, §1(35.11), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Secs. 6-223--6-240. Reserved.

DIVISION 2. ADMINISTRATION AND ENFORCEMENT

Subdivision I. General Provisions

Sec. 6-241. Electrical inspection department.

- (a) *Office of chief electrical inspector established.* The village may regulate the installation, alteration and use of all electrical equipment as provided for in article II, division 37 of the Illinois Municipal Code (65 ILCS 5/11-37-1 et seq.), as amended, and may establish an electrical inspection department for this regulation. Therefore, there is established, within the building division of the village, office of chief electrical inspector.
- (b) *Duties and power of the electrical inspector.*
 - (1) The chief electrical inspector shall be charged with the duties of enforcing the rules and regulations, fixing standards and specifications for the regulation and use of electrical equipment as defined in this article pertaining to the electrical code, and prescribed in any other ordinance of the Village of Libertyville. Plans, specifications and schedules in detail shall be filed with the electrical inspection department, showing the location and capacity of all lighting facilities, electrically operated equipment, apparatus and electrical circuits required for all service equipment of the building, structure or premises; except as may be modified by the administrative official. The chief electrical inspector shall and is hereby authorized to review, inspect and approve all electrical drawings, specifications, installations and equipment. The items covered are all electrically controlled devices, including signal, communicating and lighting systems and their wiring, whenever required, shall be shown on the plans and elevations of the building or structure with respect to those

uses covered by LMC Chapter 6, Article II, Building Code. Where required by local law or ordinance, the plans and specifications for electric wiring shall be approved by all authorities having jurisdiction.

- (2) The electrical regulations of this code may be modified or waived where such modification or waiver is specifically permitted by the code or in particular cases where an advancement in the technology of electricity makes such modification or waiver advisable. Underwriters Laboratories (U.L.), or any other Nationally Recognized Testing Lab may be accepted as prima facie evidence of acceptability. However, the provisions of section 6-281(d) shall be applied in all cases.
- (3) The electrical inspector shall have the authority, during reasonable working hours to enter upon any premises or into any building or structure or portion thereof, as per the provisions of section 6-58.
- (4) Whenever the chief electrical inspector finds any electrical installation and/or equipment not conforming to the rules and regulations set forth in this chapter or any other electrical ordinance or code of the Village of Libertyville, the chief electrical inspector is empowered to stop work on any installation being made by any person, firm, or corporation. The chief electrical inspector may also stop work on any installation to which a permit has not been issued or for inspection fees which have not been paid.

(Ord. No. 89-0-65, §1(35.10), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-242. Appeals

If any person shall deem themselves aggrieved by any decision, finding, interpretation or order of the Building Commissioner made pursuant to this division, such person shall have the right of appeal therefrom to the electrical commission in accordance with procedures as shall be applicable as in the case of application for variation made to the village board. The board of trustees shall have authority to affirm, overrule or modify such interpretation, finding, decision or order of the electrical commission.

(Ord. No. 89-0-65, §1(35.12), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-243. Stop work orders and suspension of permit privileges.

- (a) The building official is hereby authorized to issue and post stop work orders to stop work on any building, structures or premises, as provided for in section 6-62, pertaining stop work orders. When any condition exists, as set forth in section 6-61 the electrical inspector shall with a copy of the violation notice inform the building official, who shall issue a stop work order per Section 6-61 until the violations have been corrected and shall remove the stop work order as provided

for in section 6-62.

- (b) When any person, firm, company or corporation has been issued two (2) stop work orders, in one (1) calendar year, the electrical inspector shall inform the electrical commission, who shall set a date for a hearing, to determine whether or not the permit privileges of said person, firm, company or corporation shall be suspended. A suspension of permit privileges may be for two (2) weeks or more, but not to exceed one (1) year.

(Ord. No. 89-0-65, §1(35.7.4), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-244. Electrical commission.

Refer to Code section 2-321 through 2-340.

(Ord. No. 94-0-37, §1, 7-26-94)

Secs. 6-245--6-260. Reserved.

*Subdivision II. Permits, Inspections and Approvals**

*State law reference(s)--Electrical permits and fees, 65 ILCS 5/11-37-2.

Sec. 6-261. Electrical permits.

- (a) Electrical wiring or equipment shall not be installed within or on any building, structure or premises, nor shall any alteration be made in any such existing installations, without first securing approval and a permit from the electrical inspection official pursuant to Section 6-86, Permits of the Libertyville Municipal Code (LMC 6-86) except as specifically provided herein after. It shall be unlawful to use or permit the use of, or to supply current for an electrical system in a building, structure or premises unless the required permit has been issued by the electrical inspection official. A copy of the electrical contractor's registration and license, with a certificate of insurance pursuant to LMC 6-86(k) shall be presented when a permit is applied for.
- (b) The provisions for inspection of work authorized by electrical permits issued by the electrical inspection official shall not be construed as prohibiting the inspection of any electrical wiring, apparatus or equipment, either revised or original, now or whenever installed. If the inspection reveals deficiencies or unsafe conditions, the owner or responsible person shall correct and/or replace any defective electrical wiring, apparatus or equipment. Defective electrical wiring, apparatus or equipment shall not be energized under any conditions until the

necessary repairs or replacements have been made. A separate electrical permit will be required and inspections will be made of the corrected work.

- (c) Permits for work performed under this code may be issued only to electrical contractors who furnish the Village of Libertyville with proof of minimum insurance as required in LMC 6-86(k).
- (d) Exemptions to the permit requirements of this section are as follows:
 - (1) Licensed stationary engineers may be approved to perform emergency electrical repairs and minor electrical installations not to exceed one hundred twenty (120) volts to ground and twelve (12) feet in length.
 - (2) Homeowners of record in the Village of Libertyville requesting an electrical permit to be issued in their name to do electrical work on their private property, shall not be required to register as a contractor or to pay a registration fee. However, the chief electrical inspector shall require sufficient display of mechanical and electrical knowledge so as to show competency to be sufficient in accomplishing the proposed electrical installation, alteration or change in the interest of safeguarding life and property. The homeowner assumes any and all responsibility and liability for the work performed. He shall be the only person approved to do electrical work on his property other than a "registered contractor" as defined in section 6-316 et seq.

(Ord. No. 89-0-65, §1(35.7.1, 35.7.2), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

State law reference(s)--Electrical permits and fees, 65 ILCS 5/11-37-2.

Sec. 6-263. Permit fees and display.

- (a) *Fees.* Fees for the electrical permits required under this subdivision shall be as established in the annual fee ordinance.
- (b) *Payment.* All fees provided for in this section shall be paid to the village before a permit is issued.
- (c) *Display.* Each permit shall be posted on the jobsite so as to be seen from the street or accessible area.

(Ord. No. 89-0-65, §1(35.8), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-264. Inspections, reinspections and certification of inspections.

- (a) *Inspection of electrical installations and/or equipment.* All installations or

alterations of electrical equipment shall be inspected before any of the work is hidden from view or concealed in any way. The person, firm, company or corporation doing the work shall notify the building division that the work is ready for inspection at least twenty-four (24) hours in advance. The chief electrical inspector will have twenty-four (24) hours in which to make the required inspection before any such work is concealed.

- (b) *Advance notice for inspection.* Upon completion of any installation or alteration of electrical equipment, the person, firm, company or corporation doing the work shall notify the building division that the work is ready for inspection at least twenty-four (24) hours in advance. The chief electrical inspector shall make the required final inspection.
- (c) *Issuance of certificate of inspection.* No certificate of inspection approval shall be issued unless the electrical installation and equipment is in conformity with the provisions of all electrical ordinances, the code requirements of the Village of Libertyville and the Statutes of the State of Illinois including applicable provisions of the National Electrical Code as adopted in Sec. 6-281.
- (d) *Reinspections of new installations.* A reinspection fee shall be charged for work not ready for inspection, as provided in section 6-90(g). Fees shall be paid prior to reinspection.
- (e) *Reinspection of existing installations.* The chief electrical inspector may periodically make inspections of existing electrical equipment, or installations. This will include, but not be limited to, commercial establishments, places of assembly, factories, multi-family and rental type dwellings within the Village of Libertyville. Inspections will be made in all other buildings upon the request of an owner or occupant, the fire department and/or other units of government. An inspection may also be made in the event of fire, emergency or probable cause. Electrical inspections may be made as part of housing inspections and/or property maintenance programs. If an installation is found to be unsafe, the electrical inspector shall notify the person, firm, company or corporation owning, using, installing or operating such equipment to make the necessary repairs or changes required to place the installation in a safe, operating condition. The necessary work shall be completed in a timely manner, commensurate with the hazard to life, safety and/or property.
- (f) *Village liability.* The inspections and control of the installation of electrical equipment or the granting of inspection certificates by the Village of Libertyville, shall not make the village liable on account of such control of or granting of such certificates, or lessen the liability of persons, firms, company or corporation owning or installing such electrical equipment.

(Ord. No. 89-0-65, §1(35.9), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Secs. 6-265--6-280. Reserved.

DIVISION 3. TECHNICAL STANDARDS

Sec. 6-281. National Electrical Code--Adopted.

- (a) The National Electrical Code of 2014 (NFPA 70- 2014) as issued and promulgated by the National Fire Protection Association, and approved by the American National Standards Institute, which by this reference is hereby adopted and incorporated as fully as if set out at length herein, except as amended, added to, or modified hereafter as set forth and applicable to existing or proposed buildings, structures or premises containing wiring or electrical equipment, is hereby adopted as the Electrical Code of the Village of Libertyville, Lake County, Illinois.
- (b) Three (3) copies of the National Electrical Code shall be kept on file in the office of the building official for public inspection.
- (c) The administration and enforcement provisions of article II, the building code of the village, shall be and are the administration and enforcement provisions to be applied to the building code, the plumbing code, the electrical code, the mechanical code, the fire prevention code, the property maintenance code and such other codes and ordinances of the village which pertain to the construction or alteration of buildings and structures, as stated in such article.
- (d) Where there are practical difficulties involved in carrying out structural or mechanical provisions of this code or of an approved rule, the electrical inspector may vary or modify such provision upon application of the owner or owner's agent, provided that the spirit and intent of the provisions shall be observed and public safety and welfare be ensured. Such modification shall be properly recorded in the permanent records and files of the department and further providing that all provisions of the subsections of section 6-34, pertaining to materials and equipment, are applied to the requested modification.

(Ord. No. 89-0-65, §1(35.1), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6-282. Deletions, Additions, and Modifications. The following articles and sections of the National Electrical Code as adopted in Sec. 6-281 are hereby revised as follows:

Article 90.8 Wiring Planning. Add the following:

90.8(A)(1) Dwelling Units. An unused 35mm (1-1/4 in.) raceway shall be provided from the

basement to the attic.

90.8(A)(2) New Panelboards and Load Centers. Newly installed panelboards and load centers shall have 10% of circuit spaces available for future expansion.

110.3 Examination, Identification, Installation, and Use of Equipment. Add the following sentence to the end of paragraph (A) Examination "All equipment shall be tested by a Nationally recognized testing laboratory."

Article 110.12 Mechanical Execution of Work. Add sections:

110.12(C) Inspection of Mechanical Work. Conductors shall not be pulled in conduit, until wall finishes are applied or all mechanical work is completed, without the consent of the electrical inspector. Any conductors that are installed must remain de-energized during inspections.

110.12(D) Abandoned Wiring. All abandoned conduit, wire, or other electrical equipment and material must be removed. This includes low-voltage wiring, data processing cable, etc.

110.12(E) Housekeeping Pad. Freestanding electrical equipment designed for floor installations must be mounted on a 10 cm. (4in.) thick concrete housekeeping pad.

Article 210.8(A) Dwelling Units. Delete the first paragraph and replace with the following:

210.8(A) Dwelling Units. All 125-volt, single-phase, 15- and 20-ampere receptacles installed in the locations specified in 210.8(A)(1) through (10) shall have ground-fault circuit-interrupter protection for personnel. GFCI protected receptacles with slave capability shall not be permitted to connect to downstream receptacles or outlets other than those which are installed in the immediate area the lead GFCI receptacle is located.

Article 210.8(B) Other Than Dwelling Units. Delete first paragraph and replace with the following:

210.8(B) Other Than Dwelling Units. All 125-volt, single phase, 15- and 20- ampere receptacles installed in the locations specified in 210.8(B)(1) through (8) shall have ground fault circuit-interrupter protection for personnel. GFCI protected receptacles with slave capability shall not be permitted to connect to downstream receptacles or outlets other than those which are installed in the immediate area the lead GFCI receptacle is located.

Article 210.12(B) Branch Circuit Extensions or Modifications—Dwelling Units. Delete in its entirety.

Article 210.52(B)(3) Kitchen Receptacle Requirements. Add a new sentence at the end of paragraph to read as follows: Receptacle outlet(s) shall be 20 amp rated.

Article 210.52(G)(1) Garages. Add new sections at the end of paragraph to read as follows:

- (a) A separate 20-ampere circuit shall be provided for plug-in equipment and devices.
- (b) A separate circuit shall be provided for overhead garage door(s).
- (c) A separate circuit shall be provided for lighting. In addition there shall be at least one lighting outlet on the interior of the garage and at least one lighting outlet on the exterior of the garage. A switch shall be installed to control these outlet(s).

Article 210 Branch Circuits. Add the following section:

Article 210.53 Other than Dwelling Units Receptacles. Receptacle outlets in offices or similar areas shall be installed as specified in (A), (B) and (C).

- (A) Spacing. Receptacles shall be installed so that no point along the floor line in any wall space is more than 1.83 m (6 ft.) measured horizontally, from an outlet in that space.
- (B) Wall Space. As used in this section, a wall space shall include the following:
 - 1) Any space 610 mm (2 ft.) or more in width (including spaces measured around corners) and unbroken along the floor line by doorways, and other similar openings.
 - 2) The space occupied by fixed panels in exterior wall, except sliding doors.
 - 3) Hallways shall have at least one receptacle outlet installed every 6 m (20 ft.) or fraction thereof. As used in this subsection, the hall length shall be considered the length along the centerline of the hall without passing through a doorway.
- (C) Floor Receptacles. Receptacle outlets in the floor shall not be counted as part of the required number of receptacle outlets unless located within 457 mm (18 in.) of the wall. Permanently installed electric baseboard heaters equipped with factory installed receptacle outlets or outlets provided as a separate assembly by the manufacturer shall be permitted as the required outlet or outlets for the wall space utilized by such permanently installed heaters. Such receptacle outlets shall not be connected to the heater circuits.

Exception: Wall spaces inside of unoccupied spaces such as warehouses, bathrooms, storage rooms, utility closets, and other areas allowed by the Authority Having Jurisdiction.

Article 210.70(A)(1) Habitable Rooms. Delete first paragraph and replace with the following:

210.70(A)(1) Habitable Rooms. At least one wall switch-controlled lighting outlet shall be installed in every habitable room, bathroom, and exterior door. Said wall switch(es) shall be located at all entries to the room, hallway, stairway, and the like.

Article 210.70(A)(3) Storage or Equipment Spaces. Delete in its entirety and replace with the following:

210.70(A)(3) Storage or Equipment Spaces. For attics, underfloor spaces, utility rooms, basements, closets, storerooms, and similar locations 1 sq. m (9 sq. ft.) or larger, at least one lighting outlet containing a switch or controlled by a wall switch shall be installed. At least one point of control shall be at the usual point of entry to these spaces. The lighting outlet shall be provided at or near the equipment requiring servicing.

Article 220.14(A) Specific Appliances or Loads. Delete in its entirety and replace with the following:

202.14(A) Specific Appliances or Loads. An outlet for a specific appliance or other load not covered in 220.14(b) through (l) shall be calculated based on the ampere rating of the appliance or load served. In addition, independent circuits shall be provided for each of the following appliances: range, oven if separate from range, water heater, clothes washer/gas clothes dryer, garbage disposal/dishwasher, microwave, compactor, freezer, refrigerator, whole house vacuum, garage door operator(s), tubs with pumps, steam generators, built-in ironing, sump and ejector pumps, furnaces, air conditioners, permanently connected heating appliances rated at one thousand (1,000) watts or more, including motors rated at one-quarter (1/4) horse power and over.

Article 225.10 Wiring On Buildings. Delete in its entirety and replace with the following:

225.10 Wiring On Buildings. All conduit installed on the exterior of any building, sign, pole or the like, shall be rigid galvanized metal conduit, galvanized intermediate metal conduit or rigid aluminum conduit. However, rigid aluminum conduit shall not be used where exposed to mechanical damage. At no time shall rigid aluminum conduit be installed between grade level and 2 m (6 ft.) above grade level where vehicular traffic is present or where vehicular traffic could be present (rear of buildings, in alleyways, delivery areas, etc.). In these areas, the use of rigid galvanized metal conduit shall be approved.

Article 225.36 Type. Delete in its entirety and replace with the following:

225.36 Suitable for Service Equipment. The disconnecting means specified in 225.31 shall be suitable for use as service equipment and contain a minimum of four breaker spaces, plus a main. All circuits supplying the garage or outbuilding must originate in said building. See 210.52(G) for circuit requirements.

Article 230.30 Insulation. Delete exceptions in their entirety with no replacements.

230.41 Insulation of Service-Entrance Conductors. Delete exceptions in their entirety with no replacements.

230.28 Service Masts as Supports. Delete in its entirety and replace with the following:

230.28 Service Masts as Supports. Where a service mast is used for the support of service-drop conductors, it shall follow the requirements as outlined in Commonwealth Edison's "Service and Meter Requirements", 2016 edition

230.42(C) Grounded Conductors. Delete in its entirety and replace with the following:

230.42(C) Grounded Conductors. The grounded conductor must be at least the same size as the ungrounded conductors.

230.43 Wiring Methods for 600 Volts, Nominal, or Less. Delete in its entirety and replace with the following:

230.43 Wiring Methods For 600 Volts, Nominal, or Less. Rigid Metal Conduit or Intermediate Metal Conduit is required for all service entrances.

230.44 Cable Trays. Delete in its entirety with no replacements

Article 230.70(A)(1) Readily Accessible Location. Delete in its entirety and replace with the following:

230.70(A)(1) Readily Accessible Location. The service disconnecting means shall be installed at a readily accessible location **outside** of the residential, commercial or other building or structure near the utility metering, or other approved location. A switch, fuse, circuit breaker, shunt-trip control, or other approved means may be used.

If an over-current type disconnect is **not** used, the service entrance conductors shall not be more than 1.5 m (5 ft.) in length from where they enter the building.

If a shunt-trip control is used, see Electrical Inspector for approved switches.

230.79(C) One-Family Dwelling. Delete in its entirety and replace with the following:

230.79(C) One and Two Family Dwelling Services. New one and two family dwellings shall have a minimum two hundred (200) amp main disconnect, with an adequate number of branch circuits. The conductors shall not be less than #3/0 copper, installed in minimum 53 mm (2 in.) conduit (See 230.43 Amendments), and shall comply with disconnect requirements in accordance with 230.70(A)(1) amendments.

Article 230.79(D) All others. Delete in its entirety and replace with the following:

230.79(D) Multi-Family Dwelling Services. The service size shall be determined according to NEC article 220. Each unit in a multi-family dwelling shall have a minimum one hundred (100) amp main disconnect, with at least 20 branch circuit openings. The conductors shall not be less than #3 copper, installed in a minimum 35 mm (1-1/4 in.) conduit (See 230.43 Amendments), and shall comply with disconnect requirements in accordance with 230.70(A)(1) amendments.

Article 230.79 Rating of Service Disconnecting Means. Add sections:

230.79(E) Residential Service Revisions. All residential service revisions shall have a minimum one hundred (100) amp main disconnect, with at least 20 branch circuit openings. The conductors shall not be less than #3 copper, installed in a minimum 35 mm (1-1/4 in.) conduit (see 230.43 Amendments), and shall comply with disconnect requirements in accordance with 230.70(A)(1) amendments.

230.79(F) All others. For all other installations, the service disconnecting means shall have a rating of not less than 60 amperes. The conductors shall be sized in accordance with 310.16 and shall be installed in conduit (see 230.43 Amendments), and shall comply with disconnect requirements in accordance with 230.70(A)(1) amendments.

Article 240 Overcurrent Protection. Add section:

240.88 Circuit Breakers For Other Than Dwelling Units. All circuit breakers shall be of the bolt-on type.

Article 250.64(B) Securing and Protection against Physical Damage. Delete in its entirety and replace with the following:

250.64(B) Securing and Protection against Physical Damage. All grounding electrode conductors shall be in rigid metal conduit, intermediate metal conduit, or electrical metallic tubing, and shall be securely fastened to the surface on which it is carried.

Exception: A bare grounding conductor may be installed under a concrete slab.

Table 250.66 Grounding Electrode Conductor for Alternating-Current Systems. Delete in its entirety and replace with the following:

Table 250-66. Grounding Electrode Conductor for AC Systems

Size of Largest ungrounded Service-Entrance Conductor or Equivalent Area for Parallel Conductors (AWG/kcmil)	Minimum Size of Grounding Electrode Conductor (AWG/kcmil)
Copper	Copper
3/0 or smaller	4
Over 3/0 through 350	2
Over 350 through 600	1/0
Over 600 through 1100	2/0
Over 1100	3/0

Article 250.112 Specific Equipment Fastened in Place or Connected by Permanent Wiring Methods (Fixed). Add the following:

Article 250.112(I) Power-Limited Remote-Control, Signaling, and Fire Alarm Circuits. Delete in its entirety and replace with the following:

250.112(I) Power-Limited Remote Control, Signaling, and Fire Alarm Circuits. Equipment supplied by Class 1 power-limited circuits, and Class 1, Class 2 and Class 3 remote-control and signaling circuits, and by fire alarm circuits, and by security system circuits shall be grounded.

Article 300 Wiring Methods. Add section:

300.24 Abandoned Raceways, Cables and Wiring. All abandoned conduit, low voltage wiring, fire alarm wiring and electrical equipment shall be removed from all ceilings, walls and floor areas.

Article 310.15(B)(7). Delete in its entirety.

Article 310.106(A) Minimum Size of Conductors. Delete the first sentence in its entirety and replace with the following:

310.106(A) Minimum Size of Conductors. The minimum size of conductors shall be as shown in Table 310.106(A), but shall not be smaller than #12 AWG for commercial or industrial applications.

Article 310.106 (B) Conductor Material. Delete in its entirety and replace with the following:

310.106 (B) Conductor Material. Conductors in this article shall be of copper and capable of withstanding the load connected.

Exception: Feeders sized 350 kcmil or greater may be aluminum as specified in NEC 310.14

Article 312.10(C) Nonmetallic Cabinets. Delete in its entirety with no replacement.

Article 314.16(A)(1) Standard Boxes. Delete in its entirety and replace with the following:

314.16(A)(1) Standard Boxes. The minimum size box that can be used is a 100 x 38 mm (4 by 1-1/2 in.) square/octagonal, unless approved by the electrical inspector. The volumes of standard boxes that are not marked shall be as given in Table 314.16(A).

Article 314.20 In Wall or Ceiling. Add paragraph to this section:

314.20 Boxes in Wall or Ceiling

In addition, the offset between interior and exterior boxes shall be at least 200 mm (8 in.). Back to back installations are not approved.

Article 314.27(A)(2) Ceiling Outlets. Add paragraph to this section:

314.27(A)(2) Ceiling Outlets.

For Dwelling Units, all junction boxes roughed in for ceiling openings in bedrooms, family rooms, living rooms, dining room, kitchens, dens, foyers and other rooms or areas where ceiling fans are commonly installed, shall be installed so as to provide adequate support for ceiling fans and shall be listed for this purpose.

Article 320.10 Uses Permitted. Delete in its entirety and replace with the following:

320.10 Uses Permitted. Type AC cable (AC-HCF with pre-installed green ground wire) shall be permitted to be used in exposed and concealed locations only where necessary to fish through existing partitions, or where use of EMT is not feasible, and shall terminate into an approved metal raceway system or junction box within 1 m (3 ft) of exposure.

Article 322 Flat Cable Assemblies: Type FC. Delete in its entirety with no replacement.

Article 324 Flat Conductor Cable: Type FCC. Delete in its entirety with no replacement.

Article 330.10 Uses Permitted Delete in its entirety and replace with the following:

330.10 Uses Permitted. Type MC cable shall be permitted to be used in exposed and concealed locations only where necessary to fish through existing partitions, or where use of EMT is not feasible, and shall terminate into an approved metal raceway system or junction box within 1 m (3 ft) of exposure

Article 332 Mineral-Insulated, Metal-Sheathed Cable: Type MI. Delete in its entirety with no replacement.

Article 334.10 Uses Permitted. Delete in its entirety and replace with the following:

334.10 Uses Permitted. Type NM, NMC and NMS cables shall be permitted to be used in the following:

- (1) For low voltage wiring as may be required in Article 411.
- (2) For temporary wiring as may be required in Article 590.

Article 338 Service Entrance Cable: Types SE and USE. Delete in its entirety with no replacement.

Article 340 Underground Feeder and Branch Circuit Cable: Type UF. Delete in its entirety with no replacement.

Article 348.10 Uses Permitted. Delete in its entirety and replace with the following:

348.10 Uses Permitted. Flexible metal conduit shall be permitted to be used in exposed and concealed locations only where necessary to fish through existing partitions, or where use of EMT is not feasible, and shall terminate into an approved metal raceway system or junction box within 1 m (3 ft.) of exposure.

Article 348.60 Grounding and Bonding. Delete in its entirety and replace with the following:

348.60 Grounding and Bonding. An equipment grounding conductor shall be installed regardless of length of Flexible Metal Conduit. Equipment grounding conductors shall be installed in accordance with 250.134(B). Equipment bonding jumpers shall be installed in accordance with 250.102.

Article 350.60 Grounding and Bonding. Delete in its entirety and replace with the following:

350.60 Grounding and Bonding. An equipment grounding conductor shall be installed regardless of length of Liquidtight Flexible Metal Conduit. Equipment grounding conductors shall be installed in accordance with 250.134(B). Equipment bonding jumpers shall be installed in accordance with 250.102.

Article 352.10 Uses Permitted. Delete in its entirety and replace with the following:

352.10 Uses Permitted. PVC conduit shall be permitted in accordance with 352.10(G).

(G) Underground Installations. For underground installations, PVC shall be permitted for direct burial and underground encased in concrete. See 300.5 and 300.50. The conduit must transition to an approved metallic conduit before becoming exposed or subject to physical damage.

Exception: Concrete bases where poles or other equipment encloses conduit and wiring.

Article 355 Reinforced Thermosetting Resin Conduit: Type RTRC. Delete in its entirety with no replacement.

Article 356.60 Grounding. Delete in its entirety and replace with the following:

356.60 Grounding. An equipment grounding conductor shall be installed regardless of length of Liquidtight Flexible Nonmetallic Conduit. Equipment grounding conductors shall be installed in accordance with 250.134(B). Equipment bonding jumpers shall be installed in accordance with 250.102.

Article 358.10 Uses Permitted. Delete in its entirety and replace with the following:

358.10 Uses Permitted.

- (A) *Exposed and Concealed.* The use of Electrical Metallic Tubing shall be permitted for both exposed and concealed work.
- (B) *Corrosion Protection.* Ferrous or nonferrous Electrical Metallic Tubing, elbows, couplings, and fittings shall be permitted to be installed in concrete where protected by corrosion protection and approved as suitable for the condition.

Article 358.12 Uses Not Permitted. Add Sections:

358.12(7) Electrical metallic tubing is not permitted where in direct contact with the earth.

358.12(8) Electrical metallic tubing is not permitted in wet locations.

Article 360.60 Grounding. Delete in its entirety and replace with the following:

360.60 Grounding. An equipment grounding conductor shall be installed regardless of length of Flexible Metallic Tubing. Equipment grounding conductors shall be installed in accordance with 250.134(B). Equipment bonding jumpers shall be installed in accordance with 250.102.

Article 362.10 Uses Permitted. Delete in its entirety and replace with the following:

362.10 Uses Permitted. Electrical Nonmetallic Tubing is permitted as a raceway for low voltage wiring for control, signaling or communication systems.

Article 378 Nonmetallic Wireways. Delete in its entirety with no replacements.

Article 382 Nonmetallic Extensions. Delete in its entirety with no replacements.

Article 386.60 Grounding. Delete in its entirety and replace with the following:

386.60 Grounding. Surface metal raceway enclosures shall have an equipment grounding conductor installed.

Article 388 Surface Nonmetallic Raceways. Delete in its entirety with no replacements.

Article 394 Concealed Knob and Tube Wiring. Delete in its entirety with no replacements.

Article 398 Open Wiring on Insulators. Delete in its entirety with no replacements.

Article 404.10 Mounting of Snap Switches. Add section:

404.10(C) Mounting Location. Switches shall be mounted on latch side of doorway

Article 404.14 Rating and Use of Snap Switches. Add section:

404.14 (G) Other Than Dwelling Units. Snap switches for other than dwelling units shall be rated 20 amperes minimum.

Article 406.3 (B) Rating. Add section:

406.3 (B)(1) Other Than Dwelling Units. Receptacles and cord connectors shall be rated not less than 20 amperes, 125 volts, or 20 amperes, 250 volts.

Article 408.36 Overcurrent Protection. Add the following sentence to existing paragraph:

408.36 Overcurrent Protection. Main disconnects shall be provided in all panels installed for remodeling, replacement, or new construction.

Article 408.40 Grounding of Panelboards. Delete first paragraph in its entirety and replace with the following:

408.40 Grounding of Panelboards. Panelboard cabinets and panelboard frames shall be in physical contact with each other and shall be grounded. A grounding terminal bar shall be secured to the cabinet and shall be properly bonded.

Article 422.34 Unit Switch(es) as Disconnecting Means. Delete in its entirety and replace with the following:

422.34 Unit Switch(es) as Disconnecting Means. Unit switches shall not be permitted as disconnecting means. A separate disconnect, within sight of appliance, shall be required.

Article 590.3(B) 90 Days. Delete in its entirety and replace with the following:

590.3(B) 30 Days. Temporary electrical power and lighting installations shall be permitted for a

period not to exceed 30 calendar days for holiday decorative lighting and similar purposes. The provisions of this section shall apply to all temporary use of electrical current for the purpose of illuminating, animating, activating or displaying in connection with temporary expositions, exhibits shows, conventions, meetings or assemblies. The use of this type of wiring is limited to locations which are classified by the Code Official as suitable for the intended temporary occupancy and use, and which are equipped, if required, with the proper type of emergency lighting systems. Each individual display booth shall have its own overcurrent protection.

Article 590.4 General. Add section:

590.4 (K) Voltage Limitations. There shall be no temporary wiring voltage to ground, in excess of one hundred fifty (150) volts, unless by written permission of the electrical inspector.

Article 590.4(B) Feeders. Delete in its entirety and replace with the following:

590.4(B) Feeders. Feeders shall be protected as provided in Article 240. They shall originate in an approved distribution center. Conductors shall be permitted within cable assemblies within multi-conductor cords or cables of a type identified in Table 400.4 for hard usage or extra hard usage. For the purpose of this section, Type NM and Type NMC cables shall be permitted to be used in any dwelling, building, or structure without height limitations. Feeders in excess of one hundred (100) amperes capacity shall be installed in a permanent manner and in conformance with all applicable provisions of this code. Feeders of lesser ampacity may be installed in conformance with the applicable provisions of this section.

Article 680.71 Protection. Delete in its entirety and replace with the following:

680.71 Protection. Hydromassage bathtubs and their associated electrical components shall be on an individual branch circuit(s) and protected by a ground-fault circuit interrupter installed in the main electrical panel. In addition, an insulated green equipment grounding conductor shall be installed from the motor outlet to the panel grounding bus sized per table 250-122. All 125-volt, single-phase receptacles not exceeding 30 amperes and located within 1.83 m (6 ft.) measured horizontally of the inside walls of a hydromassage tub shall be protected by a ground-fault circuit interrupter(s).

Article 700.16 Emergency Illumination. Delete in its entirety and replace with the following:

700.16 Emergency Illumination. Emergency illumination shall include all required means of egress lighting including that which is required outside an exit door, illuminated exit signs, and all other lights specified as necessary to provide required illumination.

Emergency lighting systems shall be designed and installed so that the failure of any individual lighting element, such as the burning out of a lamp, cannot leave in total darkness any space that requires emergency illumination.

Where high-intensity discharge lighting such as high- and low-pressure sodium, mercury vapor, and metal halide is used as the sole source of normal illumination, the emergency lighting system shall be required to operate until normal illumination has been restored.

Emergency (battery pack or other approved method) lighting shall be installed in each electrical room, closet or vault, wherever an electrical service is located, adjacent to any electric panel or fire alarm control panel and in bathrooms.

Where emergency light heads are installed remote from the main unit, an approved raceway system shall be provided.

Circuits for emergency and exit lighting shall have a lockout device installed on their respective circuit breakers.

Article 725.24 Mechanical Execution of Work. Add section:

725.24 (A) Protection and Accessibility of Wiring. Low voltage wiring for Signaling or Control Systems which are enclosed in building partitions, walls, or in any way made inaccessible by the building construction shall be encased in a raceway wherever they are so enclosed. The above raceways need not terminate in a box or fitting as long as normal precautions are taken to protect the conductors against injury.

Exception: One and two family dwellings

Article 760.8 Mechanical Execution of Work. Add section:

760.8(A) Protection and Accessibility of Wiring. Low voltage wiring for Fire Alarm and similar systems which are enclosed in building partitions, walls, or in any way made inaccessible by the building construction shall be encased in a raceway wherever they are so enclosed. The above raceways need not terminate in a box or fitting as long as normal precautions are taken to protect the conductors against injury.

Exception: One and two family dwellings

Article 770.24 Mechanical Execution of Work. Add section:

770.24(A) Protection and Accessibility of Wiring. Optical fibers, which are enclosed in building partitions, walls, or in any way made inaccessible by the building construction, shall be encased in a raceway wherever they are so enclosed. The above raceways need not terminate in a box or fitting as long as normal precautions are taken to protect the conductors against injury.

Exception: One and two family dwellings

Article 800.24 Mechanical Execution of Work. Add section:

800.24(A) Protection and Accessibility of Wiring. Low voltage wiring for Communications Circuits, which are enclosed in building partitions, walls, or in any way made inaccessible by the building construction shall be encased in a raceway wherever they are so enclosed. The above raceways need not terminate in a box or fitting as long as normal precautions are taken to protect

the conductors against injury.

Exception: One and two family dwellings

Article 820.24 Mechanical Execution of Work. Add section:

820.24(A) Protection and Accessibility of Wiring . Low voltage wiring for Community Antenna Television and Radio Distribution Systems, which are enclosed in building partitions, walls, or in any way made inaccessible by the building construction shall be encased in a raceway wherever they are so enclosed. The above raceways need not terminate in a box or fitting as long as normal precautions are taken to protect the conductors against injury.

Article 830.24 Mechanical Execution of Work. Add section:

830.24(A) Protection and Accessibility of Wiring. Low voltage wiring for Network-Powered Broadband Communication Systems, which are enclosed in building partitions, walls, or in any way made inaccessible by the building construction shall be encased in a raceway wherever they are so enclosed. The above raceways need not terminate in a box or fitting as long as normal precautions are taken to protect the conductors against injury.

Exception: One and two family dwellings

Sec. 6-283. Reserved.

Sec. 6-284. Smoke Alarm Detectors.

- (a) The Smoke Detector Act of the State of Illinois (425 ILCS 60/1 et seq.) is adopted by reference as a part of the electrical code of the Village.
- (b) In addition to that which is described in such act, the following shall become a requirement and made part of this section.
 - (1) "Smoke Alarms" as referenced in Section R314 of the 2015 International Residential Code.
 - (2) Attics, rooms and/or closets which contain mechanical equipment, i.e., heating, ventilating, cooling, shall contain an approved smoke detector. The location shall be determined by the electrical inspector.
 - (3) An automatic fan shut-down device shall be installed if a whole house fan or attic fan is used. This will interconnect with the smoke detector and de-energize the power to the fan thereby discontinuing the induced air flow from one area to another.

- (4) Household fire alarm systems installed in accordance with NFPA 72 that included smoke alarms, or a combination of smoke detector and audible notification device installed as required for smoke alarms, shall be permitted. The household fire alarm system shall provide the same level of smoke detection and alarm as required for smoke alarms.

(Ord. No. 89-0-65, §1(35.4), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6-285. Carbon Monoxide Alarm Detector.

- (a) The Carbon Monoxide Detector Act of the State of Illinois (430 ILCS 135/) is adopted by reference as a part of the electrical code of the Village.
- (b) In addition to that which is described in such act, the following shall become a requirement and made part of this section.
 - (1) "Carbon Monoxide Alarms" as referenced in Section R315 of the 2015 International Residential Code.
 - (2) In new construction, carbon monoxide detectors shall be 120 volt with battery backup and be hardwired and interconnected with any required smoke detectors and fire alarm system.
 - (3) Exception: Carbon monoxide detectors shall not be required in a building that complies with all of the following: (i) the building does not rely on combustion of fossil fuel for heat, ventilation, or hot water; and (ii) the building is not connected in any way to a garage; and (iii) the building owner indicates in writing that the building will never have any carbon monoxide enter the building from any source; and (iv) written documentation is provided, signed and sealed by an Illinois licensed mechanical engineer indicating that the building is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source.

Secs. 6-286--6-300. Reserved.

DIVISION 4. ELECTRICAL CONTRACTORS

Subdivision I. General Provisions

Secs. 6-301--6-315. Reserved.

Subdivision II. Registration

Sec. 6-316. Required.

It shall be unlawful for any person to engage in the business of electrical contractor without being registered as an electrical contractor in the manner set forth in this subdivision; provided, however, that if such person is already registered for the current year in any other municipality in the State of Illinois which is validly authorized by ordinance to administer a written test and said person has received a passing grade on a written test administered by such municipality based upon the current National Electrical Code (NFPA 70), then such person shall not be required to pay a registration fee to the Village of Libertyville and shall not be required to take and pass an examination by the Village of Libertyville as described herein.

(Ord. No. 89-0-65, §1(35.6.1), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-317. Application and issuance.

Application for an electrical contractor's certificate of registration shall be made in writing on a form provided by the village and submitted to the village chief electrical inspector stating the name and place of business of the applicant and who will act as supervisor of the work to be done under the certificate. Such application shall be accompanied by a satisfactory affidavit that the applicant has had at least four (4) years' practical experience as a journeyman installing and/or altering electrical wiring and/or equipment. A list of educational facilities attended, areas of on-the-job training, and names of former employers shall also accompany the application. Certificates of registration shall be issued in accordance with section 6-322.

(Ord. No. 89-0-65, §1(35.6.2), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-318. Revocation.

Registration certificates issued by the electrical commission shall not be loaned, rented, assigned or transferred. Each and every registration certificate may, after hearing, be suspended or revoked by a majority vote of the electrical commission upon failure or refusal of the electrical contractor to comply with the rules and requirements of the commission or the provisions of this article.

(Ord. No. 89-0-65, §1(35.6.3), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-319. Classification.

The classification of electrical contractor are as follows:

Class A - Persons desiring to do all phases of electrical work.

Class B - Persons desiring to do residential electrical work.

(Ord. No. 89-0-65, §1(35.6.4), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-320. Fee.

The fee for registration application and fee for registration as an electrical contractor and registered supervising electrician shall be in an amount as established in the annual fee ordinance, which sum shall be paid by the applicant to the village. The certificate of registration shall expire on December 31 of the year in which it is issued.

(Ord. No. 89-0-65, §1(35.6.5), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-321. Renewal. The electrical contractor may renew the registration certificate as indicated in section 6-320 prior to expiration. However, upon expiration of the certificate, a notice will be sent informing the contractor he has fifteen (15) days to comply. Failure to comply will result in forfeiture of registration. Re-application and testing would be required for reinstatement.

(Ord. No. 89-0-65, §1(35.6.6), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-322. Examination requirements.

Before an electrical contractor's and registered supervising electrician's certificate of registration shall be issued, the applicant, following reasonable advanced notice, shall present himself for examination before the electrical commission at a time and place set by the commission. The applicant must provide documentation which proves a minimum of 8000 hours of field experience in the electrical field. The commission shall examine such applicant as to his practical knowledge of the rules and regulations for the installation of electrical equipment as set forth in the statutes of the state and in this article pertaining to the electrical code of the village. Such examination shall be in whole or in part, in writing and shall be of a practical character as determined by the commission but sufficiently strict to thoroughly test the experience and qualifications of the applicant. The commission may delegate the responsibility, as herein described, to the chief electrical inspector, ex-officio chairman of the electrical commission in order to expedite the examination procedures within a convenient time frame.

(Ord. No. 89-0-65, §1(35.6.7), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Sec. 6-323. Re-examination.

Each new applicant requesting certification as a registered supervising electrician in the village shall be required to take and pass an examination as described in this subdivision before each supervising electrician may be certified. The applicant is permitted two (2) attempts to pass the exam in any twelve (12) month period.

(Ord. No. 89-0-65, §1(35.6.8), 12-19-89; Ord. No. 94-0-37, §1, 7-26-94)

Secs. 6-324--6-340. Reserved.

ARTICLE IV. PROPERTY MAINTENANCE CODE

Sec. 6-341. Adopted.

The minimum regulations and standards governing the conditions and maintenance of all buildings, structures and premises, which are essential to ensure that all properties are safe, sanitary and fit for human occupation and use, and the condemnation and demolition of buildings and structures unfit for human occupation, as set forth in the 2015 International Property Maintenance Code, first printing, as promulgated and published by the International Code Council, Inc., with deletions, additions and modifications set forth in this article, shall be and are adopted as if fully set out in this article, and made applicable to all existing or future buildings, structures and premises within the corporate limits of the village.

(Ord. No. 92-0-52, §3(36.1), 10-27-92)

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Sec. 6-342. Deletions, additions and modifications.

The International Property Maintenance Code, as adopted in Section 6-341 is revised as follows:

Sec. 101.1 Title. Insert "Village of Libertyville" as name of jurisdiction.

Sec. 102.3 Application of other codes. Delete in its entirety and substitute the following:

Sec. 102.3. Application of other codes. Any repairs or alterations of buildings or structures or parts thereof shall be done in accordance with the procedures and provisions of the building, plumbing, electrical, mechanical and fire prevention codes of the village and such other codes and ordinances of the village which pertain to the construction and alterations of buildings and structures. Use of buildings or structures or parts thereof shall be regulated by chapter 26, Zoning, and by use groups of the building code.

Sec. 103. Change the title from "Department of Property Maintenance Inspection" to "Building Division."

Sec. 103.1 General. Delete paragraph in its entirety and replace with following: The Community Development Department Building Division shall administer the property maintenance code and the Building Commissioner shall be known as the code official.

Sec. 106.4. Violation Penalties. Delete in its entirety and substitute the following:

Sec. 106.4. Any person who shall violate any provision of this code shall, upon conviction thereof, be subject to a fine of not less than fifty dollars (\$50.00), nor more than five hundred dollars (\$500.00), and the costs of prosecution. Each day that a violation continues after due notice has been served shall be deemed as a separate offense.

Sec. 108.2 Closing of vacant structures. Add the following new subsection as follows:

Sec. 108.2.2 Boarded-up structures. Boarding up a structure is considered a temporary measure until a decision can be made as to what remedy the owner wants to pursue as provided in this section; but cannot exceed six (6) months unless an extension of an additional six months is granted in writing by the code official. Any structure boarded up in excess of six months (or in excess of twelve months, if the code official has given written approval for an extension), shall be considered abandoned, and a public nuisance, and the Village may pursue whatever action is afforded to it under this Code, other appropriate ordinances and State statutes, to cause the abatement of the said public nuisance.

Sec. 111. Means of appeal. Delete section in its entirety and substitute the following:

Sec. 111.1. Right to appeal. All appeals shall be taken to the board of building appeals, and shall comply with all procedures and provisions of section 2-416 et seq. of the Municipal Code.

Sec. 202. General Definitions. Delete the following definitions in their entirety and substitute the following:

Habitable Space. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility rooms or spaces, basements, except as provided in section 404.4, cellars, porches, breezeways, garages, attic spaces which do not comply with building/zoning code requirements and similar areas are not acceptable as habitable rooms, areas or spaces.

Sec. 302. Exterior Property Areas.

Sec. 302.4. Weeds. (Maximum Height). Insert 10".

Sec. 302.8. Motor vehicles. Delete this section including the exception and substitute the following:

Sec. 302.8 Motor vehicles. Unlicensed and/or wrecked, discarded, dismantled, inoperative or abandoned vehicles, including trailers, shall comply with all provisions of section 15-71 et seq., pertaining to junked vehicles, of the Municipal Code.

Sec. 304. Exterior Structure.

Sec. 304.14. Insect screens. Insert the following dates in the spaces provided in the first sentence:

During the period from April 1 to November 30, etc., retaining the rest of the paragraph.

Sec. 308. Rubbish & Garbage. Add the following subsections:

Sec. 308.4. Container storage areas. Containers and container storage areas shall be kept in a clean and sanitary condition. The container areas shall have a hard-surfaced base of concrete, asphalt or other approved materials. The container areas shall be placed behind the building line, as established by the placement of the building, and when the container areas are in view of a public street, they shall be screened by adequate planting or fencing of sufficient height to conceal the containers and the storage area from the public street. Multiple-family building container areas shall be screened from view by neighboring lots as well as from public streets. Nonresidential container areas shall be enclosed by adequate screening on all sides regardless of placement on the premises.

Exception: Trash container areas for one and two family residential dwellings and townhouses shall comply with Sec. 308.6

Sec. 308.5. Disposal from the premises. All rubbish, garbage or other solid waste, except landscape waste, shall be regularly removed from the premises, at least once every week, except that more frequent removal may be required depending on quantity and/or content of the material to be removed. Residential containers, placed on the curb for pickup, shall not be in the public right-of-way for a continuous period of time exceeding twenty-four (24) hours during any weekly period. Large capacity containers shall be promptly replaced when full and the close-fitting covers can no longer be engaged with the container body.

308.6 Residential Trash Regulations for One & Two Family Dwellings and Townhouses. Exterior property and premises of one & two family dwellings and townhouses shall comply with all of the following requirements for storage and disposal of trash.

308.6.1 Trash

1. For the purposes of this section, trash shall include garbage (discarded animal and vegetable food waste) rubbish (waste materials other than garbage), recyclables (rubbish that is recyclable), landscape waste (rubbish such as tree branches and yard trimmings), and solid waste. *Ref.LMC 6-341 and IPMC 201.*
2. Trash shall be disposed of in approved *trash containers* at all times.
3. Oversized/bulk rubbish such as appliances, furniture, and similar items may be placed outside of a container only when placed curbside during hours approved for trash removal from the premises. Loose parts of bulk items shall be securely affixed to bulk items. *Ref.LMC 20-49.*

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

308.6.2 *Trash containers*

1. Trash containers shall be kept in a clean and sanitary condition.
2. Trash containers shall be leak-proof plastic totes equipped with handles and closing covers as supplied by the trash collection service hauler or they shall be an approved equivalent.
3. Trash containers shall be kept with covers which are completely closed at all times except as may be permitted otherwise by ordinance.
4. Trash containers shall be kept in an approved *trash container area* at all times except when placed at curb or alley for pick up.
5. Trash containers shall not exceed 34 gallons or 50 pounds. *Ref.LMC 20-47*

308.6.3. *Trash container areas.*

1. Trash container area shall mean that area of a property designated by its owner or occupant for the storage of trash containers in compliance with this Code.
2. Trash container areas shall be kept in a clean and sanitary condition.
3. Trash container areas shall be placed behind the building line(s) as established by the front and/or corner side facades of the house.
4. If the trash container area is in view of a public street, then the trash container area shall have a screen installed in compliance with all of the following:
 - a. The screen shall be parallel to each public street from which it is in view; and
 - b. The screen shall be at least as tall as the tallest trash container; and
 - c. The screen shall be at least as wide as the trash container area; and
 - d. The screen shall be an evergreen hedge, a deciduous hedge, or a fence; and
 - e. The fence utilized for screening shall have no more than 1/3 of its gross vertical surface consisting of visually open areas uniformly distributed; and

- f. The screen shall be permanently secured in place in a neat and orderly manner at all times.

308.6.4 Trash removal from the premises.

1. Trash removal from the premises shall be completed one day per week except as required more often due to quantity or content.
2. Containers shall be placed at curbside or alley not earlier than 6:00 p.m. on the day immediately preceding the scheduled pick-up.
3. Containers shall not be at curbside or alley more than 24 hours during any weekly period.
4. Container covers may be slightly open in lieu of being completely closed only when placed at curbside after 6:00 a.m. on the same day as the scheduled pick-up.
5. Any resident who, by reason of disability certified by a doctor, is unable to place trash containers at curbside or alley, as applicable, may place such trash container for collection service at the back door of each such resident's premises. *Ref.LMC 20-51.*

308.6.5 Miscellaneous trash regulations and references.

1. Depositing trash in or on containers, property, or rights of way that are not controlled by the trash depositor is prohibited per *LMC-20-4.b, c, & d* except as may be permitted by ordinance.
2. Scavenging and theft of trash is prohibited per *LMC 20-5.*
3. Incineration is prohibited per *LMC 20-6.*
4. Trash collection service fees and use of stickers shall comply with *LMC 20-8. b & c*; and collection service shall comply with *LMC 20-44, 45, & 46.*
5. Littering is prohibited per *LMC 20-6*; Enforcement shall comply with *LMC 20-32. a, b, & c, and LMC 20-31. a, b & c.*
6. Trash that causes a public nuisance affecting health, peace, or safety is prohibited per *LMC 15-1, 2, 3, & 4. Ref.LMC 20-3 Findings.*

Sec. 404.4.1. Room area. Add the following sentence and second paragraph: Every bedroom occupied by more than one person shall contain at least 50 square feet (94.6m²) of floor area for each occupant thereof.

When there are more persons in a dwelling unit than can be accommodated by the existing bedroom(s), then not more than two (2) additional persons may be accommodated in any one (1)

other designated habitable room provided that the designated room contains the minimum required square foot area, as provided in table 404.5, plus the additionally required square foot area per person for sleeping purposes. See section 404.5 for the required square foot area of habitable space per person in a dwelling unit.

Sec. 404.5. Overcrowding. Delete Section in its entirety and substitute the following:

Sec. 404.5. Overcrowding. Every dwelling unit shall contain a minimum of two hundred (200) square feet of habitable floor area for the first occupant and not less than one hundred fifty (150) square feet of habitable floor area for each and every additional occupant thereafter. In all cases, dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

Sec. 404.8. Closet space. Add section as follows:

Sec. 404.8. Closet space. Every dwelling unit shall contain usable closet space, extending from the floor to the ceiling height of the room, of not less than six (6) square feet of floor area for each occupant, as computed by the provisions of this code, for the storage of personal effects. If the required closet space is lacking or is insufficient for the numbers of persons in occupancy, then the deficiency shall be deducted from the habitable room space used in determining permissible occupancy numbers in persons based on the following formula: deficient square foot of closet space times the cubic feet of closet deficiency converted into square feet of deduction. Example: a shortage of one (1) closet space of six (6) square feet, with a room ceiling height of seven (7) feet, equals forty-two (42) cubic feet, which converts into forty-two (42) square feet of deduction from the required square feet of section 403.5 and table 403.5. Wardrobes of sufficient size and height may be substituted.

Sec. 602.3. Heat supply. Insert the following dates in the spaces provided in the first sentence: During the period from September 1 to May 31, etc., retaining the rest of the paragraph.

Sec. 602.4. Occupiable Workspaces. Insert the following dates in the spaces provided in the first sentence: September 1 to May 31.

Sec 604.1. Facilities Required (Electrical). Add the following to the end of the sentence: and Article III, Electrical Code of Chapter 6 of the Municipal Code.

Sec. 604.2. Service (Electrical). Replace this section with the following: The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with "Article III, Electrical Code of Chapter 6 of the municipal Code.

Sec. 606 . Elevators, Escalators and Dumbwaiters. Add the following section.

Sec. 606.3. Accidents Reported and Recorded. The owner of the building shall immediately notify the Code Official of every accident involving personal injury or damage to apparatus on, about or in connection with any equipment covered by this Article, and shall afford the Code

Official every facility for inspecting the equipment. When an accident involves the failure, breakage, damage or destruction of any part of the apparatus or mechanism, it shall be unlawful to use such device until after an examination by the Code Official is made and approval of the equipment for continued use is granted. Records shall be open for public inspection at all reasonable hours.

Sec. 606.3.1. Removal of Damaged Parts. It shall be unlawful to remove from the premises any part of the damaged construction or operating mechanism of elevators, or other equipment subject to the provisions of this Article, until permission to do so has been granted by the Code Official.

Chapter 8. Referenced Standards. Revise as follows:

IPC-12 Included with the International Plumbing Code shall be the State Plumbing Code, current issue.

IZC-12 - Delete the International Zoning Code and substitute the Libertyville Zoning Code.

(Ord. No. 92-0-52, §3(36.2), 10-27-92)

Secs. 6-343--6-360. Reserved.

ARTICLE V. FIRE SAFETY STANDARDS*

*Cross reference(s)--Fire prevention and protection, Ch. 10.

State law reference(s)--Five safety regulations authorized, 65 ILCS 5/11-8-1 et seq.; state fire prevention regulations, 425 ILCS.

DIVISION 1. GENERALLY

Secs. 6-361--6-380. Reserved.

DIVISION 2. ICC INTERNATIONAL FIRE CODE*

*Cross reference(s)--Fire prevention and protection, Ch. 10.

Sec. 6-381. Adopted.

That there is hereby adopted, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, a certain code known as the 2015 International Fire Code, excluding ICC duplicate sections indicated with [B], [M], [PM], etc., and the whole thereof, subject to the amendments in this division. Three (3) copies of the aforementioned code have been made and are filed in the office of the village clerk as prescribed by law, and the same are adopted and incorporated as fully as if set out at length herein, and from the date on which the ordinance from which this division is derived shall take effect, the provisions thereof as amended in this division shall be controlling within the limits of the Village of Libertyville. If there is any conflict between the language of this division and the language of the aforesaid code, the language of this division shall prevail over the language of the aforementioned code. Here in after, all NFPA standards referenced in chapter 80 shall be adopted by this code.

(Ord. No. 90-0-27, §I(A), 7-10-90)

State law reference(s)--Adoption by reference, 65 ILCS 5/1-3-1 et seq., 50 ILCS 220/1 et seq.

Cross reference(s)--Definitions and rules of construction generally, §1-2.

Sec. 6-382. Bureau of fire prevention.

- (a) The International Fire Code shall be enforced by the Bureau of Fire Prevention, which is hereby established and which shall be operated under the supervision of the Chief of the Fire Department.

- (b) The Director of Fire Prevention Bureau shall be appointed by the Chief of the Fire Department of the village and shall serve at his pleasure.
- (c) The Chief of the Fire Department may detail such members of the Fire Department as inspectors as shall from time to time be necessary. The Chief of the Fire Department may recommend to the Village the employment of technical inspectors who are not sworn members of the Fire Department. When authorized by the Village Board, such inspectors shall be hired pursuant to established village personnel policies and procedures.

(Ord. No. 90-0-27, §II, 7-10-90)

Sec. 6-383. Amendments.

The International Fire Code, as adopted in section 6-381, referred to in this section as "code," is amended as follows:

Sec. 101.1 Title. Substitute "[Name of Jurisdiction] with "Village of Libertyville."

Sec. 101.6 Generally. Change all references of "The International Existing Building Code" to "The Municipal Building Code."

Sec. 104 General Authority and responsibility. Add the following:

Sec. 104.6.5 Records. All records are to be obtained by following the Village of Libertyville Freedom of Information Act Policy.

Sec. 104.7.1 Material and Equipment Reuse. Add to the end of the paragraph; Proper documentation of repairs/reconditioning of the equipment shall be given to the Libertyville Fire Department upon request.

Sec. 104.10.2 Reporting Hazardous Locations. Any person discovering the evidence of spontaneous heating or other abnormal heating of any kind in any building, marine vessel, appliance, apparatus, tank, or open stack or pile, or any person upon discovering or being apprised of an uncontrolled hazardous gas leak or hazardous material or flammable and/or combustible liquid spill, shall immediately notify the Libertyville Fire Department.

Sec. 105 Permits. Add the following:

Sec. 105.1.2.1 Required Construction Permits and Certificates of Fitness. Add to the end of the paragraph, "When a Certificate of Fitness is required by this jurisdiction for performance of activities related to fire safety, the Director of the Fire Prevention Bureau shall be responsible for its issuance."

- (a) All applications for a Certificate of Fitness shall be filed with the Fire Prevention Bureau on forms provided by that office.
- (b) Every person applying for a Certificate of Fitness shall furnish satisfactory proof to the Director of Fire Prevention that he/she is familiar with the materials, formulas, tools, techniques, standards, laws, ordinances, recognized good practices, safety precautions, and manufacturers' recommendations pertaining to the particular system, materials, devices, or operations he will be involved with, and for which the Certificate of Fitness is issued. They shall further prove that their company is professionally competent to perform any and all actions necessary and incidental to the operation for which the Certificate of Fitness is issued, and shall provide insurance and any applicable license.
- (c) The Director of the Fire Prevention Bureau shall investigate every application for a Certificate of Fitness. The investigation shall include an examination of the applicant as to his experience and training in the field of the Certificate of Fitness for which he has applied. The examination may include a practical test. When the Director of Fire Prevention determines that the applicant for the Certificate of Fitness conforms to all of the requirements of this Code, he shall issue the Certificate of Fitness.
- (d) When the Director of Fire Prevention determines that an applicant is not fit to receive the Certificate of Fitness because of his inability to comply with the provisions of this Code, he shall refuse to issue the Certificate of Fitness. If the refusal is based upon the applicants inability to pass a written examination which is given to determine competency, the applicant may not apply again for the Certificate of Fitness within a ninety (90) day period following the examination.
- (e) When the Director of the Fire Prevention Bureau determines that an individual is not fit to hold a Certificate of Fitness because of his inability to comply with the provisions of the Code, he shall inform that individual of his right to a hearing prior to the revocation of his Certificate of Fitness. If the Certificate of Fitness holder desires a hearing, he shall notify the Chief of the Fire Department in writing within ten (10) working days of his receipt of the revocation notice from the Chief. The Hearing Board shall issue a written recommendation to the Chief regarding its findings within fifteen (15) days of the hearing, and the Chief shall issue his decision within a reasonable time thereafter, and the said decision shall be final. Failure to show just cause shall result in the revocation of the Certificate of Fitness by the Chief of the Fire Department. The Hearing Board shall be comprised of the Fire Chief, and the Director of the Fire Prevention Bureau.
- (f) Certificates of Fitness shall not be transferable.
- (g) Certificates of Fitness shall be issued for the period of time shown on the face of the Certificate of Fitness as determined by the Director of Fire Prevention, but such period of time shall not exceed two (2) years.

- (h) Applications for renewal of a Certificate of Fitness shall be filed in the same manner as an application for an original Certificate. Each such application shall be accompanied by applicable fees. The granting of a renewal of a Certificate of Fitness shall be accomplished in the same manner as for an original Certificate of Fitness.
- (i) The Director of Fire Prevention is authorized upon application therefore, to issue Certificates of Fitness that are restricted to one or more activities, systems, items, devices or to a particular premises.
- (i) Each person holding a Certificate of Fitness shall notify the Director of Fire Prevention in writing of any change in his business, residential, or other notification address within ten (10) days after such change. Failure on the part of a person to give such notification shall constitute grounds for revocation of said Certificate of Fitness.
- (j) A Certificate of Fitness issued by the Director of Fire Prevention shall be in the form of a certificate that can be framed. Said certificate shall contain the following information:
 - (1) Any person to whom a Certificate of Fitness has been granted in conformance with this Code shall upon request, produce and show proper identification and his Certificate of Fitness to anyone for whom he seeks to render his services or to the Director of Fire Prevention.
 - (2) The purpose for which the Certificate of Fitness has been issued.
 - (3) The date the Certificate of Fitness is issued and the date of expiration.
 - (4) Other information as may be necessary to properly identify the person to whom the Certificate of Fitness is issued.
 - (5) The name and signature of the Director of the Fire Prevention who issued the Certificate of Fitness, or his designee's name and rank or title.
 - (6) Printed thereon, in bold type, shall be the following: "THIS CERTIFICATE OF FITNESS DOES NOT RECOMMEND THE BEARER FOR EMPLOYMENT NOR ASSUME RESPONSIBILITY OR LIABILITY FOR THE BEARERS PERFORMANCE."
- (k) A Certificate of Fitness or permit shall not be issued until the designated fees have been paid.

Sec. 105.1.2.3 Certificate of Fitness Fees. Certificate of Fitness fees are as follows:

The use of any explosive material	\$110.00
Installation, removal, or repair of aboveground or underground storage tanks	\$110.00

Fire alarm or fire communications systems	No Fee
Fire pumps	\$110.00
Fixed fire suppression systems/ hood and duct systems	\$110.00
Portable fire extinguishers	\$110.00
Hazardous materials storage or use	\$110.00

Sec.105.3.9 Temporary Permits. When a temporary hazardous situation is anticipated or discovered for conditions not otherwise regulated by this Code, the Fire Code Official is authorized based on applicable data, to issue a temporary permit with appropriate conditions deemed necessary for the safety, health, and welfare of the public.

Sec.105.3.10 Permits (General). Any permits issued under this Code, shall not take the place of any other license or permit required by the Code laws or permit required by the Code laws of the jurisdiction.

Sec. 105.4.7 Plan Review and Inspection Services. A fee of eight cents (\$0.08) per square foot shall be charged for reviewing all plans pertaining to tanks, fire alarms, fixed fire suppression systems, and hood and duct fire suppression systems. All 13D residential systems shall be charged \$150.00 for all single family structures. The minimum fee shall be one hundred twenty five dollars (\$125.00) Approved plans will not be returned until the fee is paid. All blueprints or plans of any aforementioned systems that are required by the applicable County or local Municipal Fire Code and its amendments, current Building, Plumbing, and/or Mechanical Codes, shall be submitted to the Fire Prevention Bureau for review and approval. Each applicant shall pay the following plan review fees for re-review and site inspection by the Libertyville Fire Prevention Bureau. Plan review fees shall include re-reviews along with the preliminary site visits.

Site Plan - New Development	\$150.00
Life Safety Review -	
New Construction and/or Large Scale Remodel - greater than 15,000 sq. ft.	\$150.00
Small Scale Tenant Finish or Remodel - less than 15,000 sq. ft.	\$100.00

NOTE: In addition to the review fees listed, the applicant shall pay the actual costs and expenses incurred by the Libertyville Fire Prevention Bureau for expenses due to fees charged by consultants or outside contractors.

Sec. 105.6 Required Operational Permits. Add the following sentence to the end of the

paragraph, "Required operational permits will be charged a fee of fifty dollars (\$50.00) per year."

Sec. 106.5 Inspections. Add the following:

Sec.106.5 Inspection and Test Fees. Fees for occupancy inspections and tests of new fire alarm, fire suppression, and/or tanks installations shall be conducted when the system is completed. No charge shall be imposed for inspections and tests conducted on the first visit. Visits for any required inspections or tests which cannot be conducted due to the failure of the owner or installing contractor to properly and fully install the system to an inspection ready state, shall be subject to the following charges:

First visit	No fee
Second visit	\$75.00
Third visit	\$100.00

Sec. 108 Board of Appeals. Remove the section in the Code book and replace with the following:

Sec. 108.1 Board of Appeals Established. In order to hear and decide appeals of orders, decisions or determinations made by the Fire Code Official relative to the application and interpretation of this Code, there shall be a board of appeals consisting of members who are qualified by experience and training to pass on matters pertaining to this Code. The Board shall consist of the following members:

- (1) The Chief of the Fire Department.
- (2) The Building Commissioner.
- (3) The Director of the Fire Prevention Bureau.

The Board shall adopt rules of procedures for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Code Official.

Sec. 113.3 Work Commencing Before Permit Issuance. After the words "in addition to," add the words "and "equal to."

Sec. 202 General Definitions. Remove the definition of the Fire Code Official in the code book and add the following:

Municipality or (name of jurisdiction) shall be held to mean the "Village of Libertyville."

Corporation counsel shall be held to mean the "Attorney" for the Village of Libertyville.

Fire Code official or authority having jurisdiction shall be held to mean the "Fire Chief or the Director of the Fire Prevention Bureau" of the Libertyville Fire Department.

Sec. 301 General. Add the following:

Sec. 301.3 Items Not Specifically Covered. Whenever or wherever a condition is found in any building, lot, or premises, that in the opinion of the Director of Fire Prevention is not specifically covered by the provisions of this Chapter, but that requires correction or removal for the protection of the occupants or the public, the Director of the Fire Prevention Bureau shall order such conditions be corrected or removed and the owner or occupant of such buildings, lots, or premises shall comply with such orders.

Sec. 304 Combustible Waste Materials. Add the following:

Sec. 304.1.4 Sweeping Compounds. Only approved water solutions or detergent floor sweeping compounds, and grease absorbents shall be used for cleaning floors. The use of sawdust or similar combustible or flammable liquids spilled from machinery or processed on any floor is prohibited.

Sec. 305 Ignition Sources. Add the following:

Sec. 305. 6 Portable Heaters. Portable heaters shall be designed and located so that they cannot be easily overturned. The Director of the Fire Prevention Bureau may prohibit the use of portable heaters in occupancies or situations in which such use or operation would present an undue danger to the life or property of others.

Sec. 305. 7 Heating and Lighting Apparatus. Proper clearance (a minimum of 36 inches) shall be maintained between lighting and heat producing equipment and combustibles so that continuous operation at full capacity will not increase the temperature of the surrounding combustibles to their flash point or ignition temperature.

Sec. 307 Open Burning, Recreational Fires, and Portable Outdoor Fireplaces. Add the following:

Sec. 307.1.1 Prohibited Open Burning. Add a second exception to read as follows:

Exception 2. When sustained winds are between 5-15 mph as indicated at the website www.weather.com for current weather conditions in the 60048 location code. Other considerations include but are not limited to wind gust speed, outdoor relative humidity and vegetation moisture status.

Sec. 307.2.1 Authorization. Add the following to the paragraph "A copy of the State of Illinois EPA permit and map of the prescribed burn area shall be presented when applying for an open burn permit.

Sec. 307.4 Location. Add the following to the end of Exception 1: Approved portable fire

pits/places or firepits built into the ground shall be considered as approved containers.

Sec. 307.6 Spread of Fire. No person shall knowingly permit any fire to spread so as to endanger the life or property of another or use or operate any device which may be a source of ignition, unless proper removal of flammable material surrounding the operation is accomplished, or such other reasonable precautions are taken to ensure against the starting or spreading of unfriendly fires.

Sec. 308.3 Group A Occupancies. In the first sentence of Exception 1, add the following after the word "occupants": " the precautions shall be submitted in writing to the Fire Code Official for approval prior to the event."

Sec. 315 Miscellaneous Combustible General Storage. Revise the following:

Sec. 315.3 Storage in Buildings. Add at the end of the paragraph the following: "Minimum clearance from heaters or heating devices shall be 36 inches."

Sec. 315.3.3 Electrical Equipment Rooms. No storage of any type, except that related to the operation of the fire equipment, shall be permitted in the fire command center or rooms containing fire equipment.

Sec. 315.4 Outside Storage. Add to the end of the paragraph: "Nor shall outdoor storage be closer than fifteen (15) feet to any structure."

Sec. 503.2.1 Dimensions. In the first sentence change "20 feet" to 24 feet"

Sec. 503.2.3 Surface. At the end of the paragraph add the following sentence; The minimum weight the road shall support is 80,000 lbs"

Sec. 503.2.4 Turning Radius. At the end of the paragraph add the following sentence; "The minimum turning radius shall be 40' unless otherwise stated by the Fire Code Official."

Sec. 503.2.8 Angles of Approach and Departure. At the end of the paragraph add the following sentence; The angle shall not exceed 5 degrees."

Sec. 506.1 Where Required (Key Boxes). Add the following to end of the paragraph:

(1) Approval: The Libertyville Fire Department, Fire Prevention Bureau shall approve all lock boxes and box sizes. A Knox vault box may be required if there are more than 4 keys for the building or each space shall have a Knox key box.

(2) Where Required: All occupancies having automatic fire alarm systems shall have a Knox key lock box installed in a location approved by the Libertyville Fire Department, Fire Prevention Bureau. All occupancies with

locked gates shall have a box or a Knox key system for the gate.

(3) Supervision: Where required by the Libertyville Fire Department, the key lock box shall be electronically supervised and connected to the fire alarm system.

(4) Contents: The key lock box shall contain all keys for the locked areas of the building as required by the Libertyville Fire Department. Said keys shall include, but not be limited to, all areas of the building, the automatic fire alarm system, and a manual pull box resetting tool.

Sec. 507 Fire Protection Water Supplies. Delete Section 507.5.1.1 in its entirety and replace with the following:

Sec. 507.5.1.1 Hydrant for Standpipe and Sprinkler Systems. Buildings equipped with a standpipe system installed in accordance with Section 905 and/or a sprinkler system installed in accordance with Section 903, shall have a fire hydrant within 150 feet of the Fire Department connections.

Sec. 509 Fire protection and utility identification and access.

Sec 509.1 Identification. Add the following to the end of the paragraph: The signs shall be in contrasting color to the door and the letters shall be a minimum of 4" high and a ½" wide. The signs shall read "Sprinkler Riser Room" and/or F.A.C.P.

Sec. 605 Electrical equipment, wiring and hazards.

Sec. 605.3 Working space and clearance. Change the working space of not less than 30" in width to not less than 36" in width.

Sec. 605.5.1 Power supply. Delete the following: "power tap or multi plug adapter and except for approved multi plug power strip, shall serve only one portable appliance.

Sec. 605.10 Portable, electric space heaters. Add new Section 605.10.5. Add Section 605.10.6 as follows:

Sec. 605.10.5 Tip over protection. All approved portable space heaters shall have built in tip over protection.

Sec. 605.10.6 Prohibited heaters. Portable space heaters that have exposed heating elements shall be prohibited.

Sec. 605.11 Solar Photovoltaic Power Systems. At the end of the paragraph, add the following sentence; "When deemed necessary, the Fire Code Official can require a shunt trip switch on the solar power supply."

Sec. 607 Elevator Operation, Maintenance, and Fire Service Keys. Add the following:

Sec. 607.8.5 Emergency Telephone Lines. All emergency telephone lines from the elevator to the Libertyville Dispatch Center shall be transmitted over POTS lines and not VOIP lines.

Sec. 607.9 Elevator Car Requirements. Elevator cars are to accommodate the ambulance stretcher. At least one elevator shall be of such a size and arrangement to be accommodate a 24 inch x 84 inch ambulance stretcher in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life) The symbol shall not be less than 3 inches high and shall be placed inside of both sides of the hoist way doorframe. The cab size is to be a minimum 5 foot x 7 foot platform and a minimum 2500 lb capacity with a 42" side slide door.

Sec. 609 Commercial Kitchen Hoods. Add the following:

Sec. 609.2.1 General. Each existing required commercial or other occupancy kitchen exhaust hood and duct system shall be protected with an approved wet chemical fire suppression system installed and maintained per NFPA 17, and the UL 300 Standard. Every required automatic fire suppression system, when activated, shall transmit a fire alarm signal to the Libertyville Fire Communications Center via an approved fire alarm system, and making use of the Village radio system.

Sec. 806 Decorative Vegetation in New and Existing Buildings. Delete the following sections in their entirety: Sec. 806.1 through Sec.806.1.3, and replace with the following:

Sec. 806.1 Natural Cut Trees. Natural cut trees shall not be allowed in any occupancy, except single family homes.

Secs. 806.2 through 806.5 These sections shall remain as is.

Sec. 901. General. Add the following:

Sec. 901.4.7 Fire Protection Control Rooms. The Fire Prevention Bureau shall approve the location of the sprinkler riser room and the fire alarm control panel. The fire protection equipment shall be located on a street or parking lot and shall have a separate exterior entrance door to the room. All related fire protection equipment shall be located within this room, unless otherwise approved by the Fire Code Official.

Sec. 901.4.8 Zoning of Fire Protection Systems. Each floor shall be zoned separately. If the floor area exceeds 10,000 square feet, then additional zoning may need to be provided. The length of any zone shall not exceed 100 feet in any direction.

Exception 1: When in the opinion of the Fire Prevention Bureau, the building configuration is such that it does not interfere with proper fire suppression intervention, and additional zoning is therefore not necessary, then the Director of the Fire Prevention Bureau may waive the above

requirements.

Sec. 901.6.2.2 Record Maintenance. Any company performing system inspections, testing or maintenance on required or non-required fire protection systems shall submit the report of said inspection, testing or maintenance to a third party reporting company approved by the Libertyville Fire Department.

Sec. 903. Automatic Sprinkler Systems. Revise the following:

Sec. 903.1 General. Add the following to the paragraph: "and the Village of Libertyville Municipal Code Section 6 Automatic Fire Sprinkler Systems. The Village of Libertyville Sprinkler Ordinance shall supercede any conflicting area of Section 903."

Sec. 903.2 Where required. Delete this section and insert the following:

Approved automatic sprinkler systems in new buildings and structures shall be provided in all Use Groups described in this Code. Automatic sprinkler systems must be installed in accordance with applicable NFPA standards, manufacturer's recommendations, UL listings, and good fire safety procedures throughout the entire building. Automatic sprinkler systems must be maintained in full operating condition at all times. Automatic sprinkler systems shall be provided in all new residential Use Groups including town homes/multi-family dwellings and one and two family dwellings which are adopted by this Code. All new single family dwellings shall have automatic fire sprinklers installed throughout per NFPA 13R or 13D. All new town homes shall have automatic fire sprinklers installed throughout per NFPA 13R or 13D. All new attached garages shall have automatic sprinklers installed, where feasible. Dry sidewall or dry pendant sprinklers should be used.

Sec. 903.2.6 Group I. Delete exception 2.

Sec. 903.2.9.2 Bulk Storage of Tires. In the first sentence, after "20,000 cubic feet (566 m³)" add the following phrase, "or where the Fire Code Official deems necessary,"

Sec. 903.3.1.1.1 Exempt Locations. Delete item numbers 3 and 4 from this section.

Sec. 903.3.7 Fire Department Connections. Add the following to the paragraph, "The sprinkler system demand may require a 5 inch storz connection with a removable 2 ½" x 2 ½" x 5" storz adapter Siamese connection."

Sec. 903.4.2 Alarms. Delete this section and replace with the following:

Sec 903.4.2 Notification Devices. Each sprinkler or standpipe riser shall be equipped with a 24-volt dc (V.D.C.) white strobe light powered from the fire alarm system batteries and shall be activated by the flow switch. Each riser room shall have a 24 V.D.C. interior water flow bell and this bell shall be activated by the water flow switch. There shall also be a 24V.D.C. white strobe light and a 24 V.D.C. bell mounted on the exterior of the building over the fire department connection. These shall activate only upon water flow

Sec. 903.4.3 Floor control valves. Delete this section and replace with the following:

Sec. 903.4.3 Sprinkler Control Valves. All new and existing sprinkler control valves shall be equipped with electronic supervision (tamper switches) in accordance with NFPA 72. Floor control valves shall be required in buildings that have one or more floors above or below the ground level. All supervisory signals shall be transmitted to the Libertyville Communications Center.

Sec. 903.4.4 Multiple Occupant Buildings. A building having multiple occupancies shall have separate zoning for each occupancy space or floor. Each occupant or floor where practical shall have an exterior flashing strobe light red in color in an approved location, the strobe light shall be connected with the fire alarm system and shall be activated by a water flow or smoke condition in the occupant space. If the building or space cannot be separated by a flow switch, then a complete smoke detector system shall be installed and connected to an addressable fire alarm panel. All signals shall be transmitted to the Village of Libertyville Communications Center.

Sec. 904.13.2 Domestic Cooking System Alarm. Any and all domestic cooking systems, when activated shall transmit a fire alarm to the Libertyville Dispatch Center and activate audible and visual alarms throughout the facility.

Sec. 905 Standpipe Systems. Revise the following:

Sec. 905.3 Required Installations. Add the following paragraph to Section 905.3, "All required standpipe systems shall be supplied by a separate riser. The supply riser shall be hydraulically designed to supply 2 1/2 inch hose drops. The riser system shall be equipped with a separate control valve and flow switch. The standpipe shall be a 2 1/2 inch gated connection with a 1 1/2 inch reducer, and all locations shall be approved by the Fire Prevention Bureau. All standpipe and sprinkler risers shall have separate control valves and flow switches per floor."

Sec. 905.3.1 Building Height. In the paragraph, change "Class III" to "Class I"; change "more than 30" feet to read "30 feet or more"; and change "more than 30 feet" to read "30 feet or more"

Sec. 906 Portable Fire Extinguishers. Revise the following:

Sec. 906.3 Size and Distribution. Add to the end of the paragraph. The minimum size ABC dry chemical fire extinguisher permitted shall be 10 pound (4A:40B:C) unless approved otherwise by the Code Official. Fire extinguishers shall have 3 dimensional signs mounted above them approximately 80 inches A.F.F. and they shall also have current service tags.

Sec. 907 Fire Alarm and Detection Systems. Revise the following:

Sec. 907.1.3 Equipment. Add the following: All fire alarm control panels shall be addressable and shall be capable of having the audio signal silenced without resetting the fire alarm control panel. All fire alarm control panels shall have an approved method of placing the system in a

trouble mode at the location of the alarm panel.

Sec. 907.1.3.1 Equipment. All conventional fire alarm panels that are upgraded to an addressable panel shall require the installation of pull stations and A.D.A. compliant audio visual devices throughout the building. The addition of smoke detection throughout the building may be required per the Fire Code Official. These devices shall be installed per NFPA 72 and the State of Illinois Accessibility Code. All battery calculations for alarm panels shall be for 60 hours, not 24 hours.

Sec. 907.2 Where Required. Add the following to the first paragraph, "All buildings that are equipped with a required alarm system shall be provided with a manual fire alarm system, including pull stations, and A.D.A. compliant audio visual devices. These devices shall be installed per N.F.P.A. 72, and the State of Illinois Accessibility Code."

Sec. 907.2.1 through 907.2.10.1 Delete the exceptions for Groups A, B, E, F, I, I-2, and M.

Sec. 907.2.10 Single and Multiple Station Smoke Alarms. Add the following wording after (72), "and per the current State of Illinois Smoke Detector Act."

Sec. 907.3.1 Duct Smoke Detectors. After the end of the second sentence, add the following sentence; "All duct smoke detectors shall transmit a full fire alarm upon activation."

Sec.907.5.2.3.1.1 Public and common areas. Add the following: In some cases, the Libertyville Fire Department may require audible alarm notification devices in place of visible notification devices in public or common areas such as rest rooms.

Sec. 907.6.6 Monitoring. Delete the wording and replace with, "Where required, all fire alarms shall transmit to the Libertyville Communications Center and all signals shall be transmitted via the Village of Libertyville A.E.S. radio system."

Sec. 907.8.5.1 False Alarms. No person shall deliberately or maliciously turn in an alarm of fire when in fact that person knows that no fire exists. No person shall activate any installed fire warning system or any fixed fire extinguishing system for purposes other than emergency, maintenance, drills, or prescribed testing.

Sec. 912 Fire Department connections. Add the following Section:

Sec. 912.2.3 Newly Constructed Buildings. FDC signs may also be required on newly constructed buildings as required by the code official. The signs shall read "FDC" and have letters that are at least 6" high and words with letters at least 2" high or an arrow to indicate the location. Signs shall be subject to approve of the code official.

Sec. 913 Fire Pumps.

Sec. 913.4 Valve Supervision. Delete methods 1 through 4, and replace with the following,

"Valve supervision will transmit a supervisory alarm to the Libertyville Communications Center by an electronic tamper switch."

Sec. 914 Fire protection based on special detailed requirements of use and occupancy.

Revise the subsections as follows:

Sec. 914.7.1 Automatic sprinkler system. In the exception, at the end of the paragraph add the following: temporary shall be 180 days or less. Reference section 3103 of the IBC.

Sec. 1103 Fire safety requirements for existing buildings. Revise subsections as follows:

Sec. 1103.7.1 Group E. Delete the exceptions.

Sec. 1103.7.2 Group I-1. Delete the exceptions.

Sec. 1103.7.5.1 Group R-1 hotel and motel manual fire alarm system. Delete all of the exceptions in their entirety.

Sec. 1103.7.5.2 Group R-1 boarding and rooming houses manual fire alarm system. Delete the exception in its entirety.

Sec. 1103.7.7 Group R-4. Delete the exceptions.

Sec. 2108 Fire Protection. Revise subsection as follows:

Sec. 2108.2 Automatic Sprinkler Systems. Delete the exceptions in their entirety.

Sec 3103.2 Approval Required. Add to the end of the paragraph: "approval must be obtained from the fire code official a minimum of five (5) working days prior to the event."

Sec. 3103.5 Use Period. Add the following: for the purpose of this code, the 12 month period will be a calendar year.

Sec. 3103.8.2 Location. In the first sentence of Exception 2 and after the word "tents", add "when not used for cooking." And after the word "buildings", add ", lot lines, and parked vehicles or internal combustion engines."

Sec. 5005.4.5 Vehicles Transporting Hazards. Add the following section:

Sec. 5005.4.5 Vehicles Transporting Hazards. The routes for vehicles transporting hazardous chemicals and other dangerous articles as described in Chapter 50 of the International Fire Code 2015 edition are hereby established as follows:

- (1) The routes for the Interstate or Intrastate shipments not intended for delivery within the corporate limits of the Village of Libertyville are Interstate

294, County Highway 41, St. Mary's Road, Butterfield Road, Route 137, and that portion of Route 21, north of Route 137.

(2) Shipments within the Village of Libertyville shall have the written permission of the Fire Department. Without such approval, no stopping or parking of these vehicles or shipments shall be allowed within the Village limits, except for the purpose of inspection by the Fire Prevention Bureau to ensure compliance with the Code adopted by Section I.

Sec. 5601.9 Establishment of Limits of Districts in Which Storage of Explosives and Blasting Agents Is to Be Prohibited. The limits referred to in this section of the International Fire Code 2015 edition in which storage of explosive materials is prohibited are hereby established as follows:

All commercial zones, business zones, and residential zoned property in the Village and District.

Sec. 5608 Fireworks Displays. Add the following section:

Sec. 5608.3.1 Prohibited displays. The use of Chinese fire lanterns or sky lanterns shall be prohibited within the Village of Libertyville boundaries.

Sec. 5610 Add the following section:

Sec. 5610.1.1.1 Establishing Motor Vehicle Routes for Vehicles Transporting Explosives and Blasting Agents. Transportation Routes: The routes referred to in the International Fire Code 2015 edition for vehicles transporting explosives and blasting agents are hereby established as follows:

(a) The routes of Interstate or Intrastate shipments are Interstate 294, County Highway 41, St. Mary's Road, Butterfield Road, Route 137, and that portion of Route 21, north of Route 137.

(5) Shipments within the Village of Libertyville shall have written approval from the Fire Department. Without such approval, no stopping or parking of these vehicles or shipments shall be allowed within the Village limits, except for the purpose of inspection by the Fire Prevention Bureau to ensure compliance with this Code as Adopted by Chapter I.

Sec. 6-384. Repeal of Conflicting Ordinances. All former Ordinances or parts thereof, conflicting or inconsistent with the provisions of this Ordinance or of the Code hereby adopted are hereby repealed.

Sec. 6-385. Severability. If any provision of this Code is for any reason held to be invalid or unconstitutional by a Court of competent jurisdiction, it shall not affect the validity of the remaining provisions of this Code.

Sec. 6-386. Date of Effect. This Ordinance shall take effect and be in force from and after its approval and publication in pamphlet form as required by law.

Secs. 6-387--6-400. Reserved.

DIVISION 3. AUTOMATIC FIRE SPRINKLER SYSTEMS*

Sec. 6-401. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alternative fire protection means the use of either or both (i) fire resistive construction and (ii) fire alarm, fire detecting, or fire extinguishing equipment (other than an automatic fire sprinkler system) to reduce the risk of personal injury and property damage from fire and the spread of fire.

Automatic fire sprinkler system means an automatic fire sprinkler system meeting the applicable National Fire Protection Association ("NFPA") standard or standards set forth in section 6-403.

Building, for purposes of this Division, shall be as defined in the International Building Code (IBC) as adopted by the village in section 6-161. For purposes of this Division, a building shall further be defined as a structure which is situated entirely within a Lot of Record (as defined by the Village of Libertyville Zoning Code) or which traverses one or more Lots of Record under a single ownership.

Building code means the International Building Code, as adopted by the village in section 6-161 or any subsequent edition adopted by the village in the future.

Cosmetic improvement means any alterations to an existing building that affects only such existing building's appearance. Interior cosmetic improvements shall include, but not be limited to, painting, wallpapering, floor coverings, and nonbearing movable wall partitions. Exterior cosmetic improvements shall include, but not be limited to, new signs, painting, architectural trim, and repair or replacement of facades, windows, doors and roofs coverings. The addition of a rain roof to the structure is not included in the cosmetic improvement and will be treated as an addition to the building.

Fire area means the floor area enclosed and bounded by fire walls, fire barriers, or exterior walls of a building to restrict the spread of fire. Fire walls which divide a building (as defined by this Division) shall not be considered as interrupting the square foot measurement of the entire building when calculating the square foot area necessary to require sprinklers.

Work area shall be as defined in the International Existing Building Code (IEBC) Sec.202.

(Ord. No. 96-0-01, ?2, 1-10-96)

Cross reference(s)--Definitions and rules of construction generally, ?1-2.

*Editor's note--Ordinance No. 96-0-01, ?2, adopted January 10, 1996, amended ??6-401--6-407 by adding new ??6-401--6-408. Formerly, such provisions pertained to automatic sprinkler systems and derived from Ord. No. 91-0-53, ??1--7, 10-22-91.

Sec. 6-402. Conflicts.

To the greatest extent possible, the provisions of this division shall be construed to be consistent with, and not in conflict with, the provisions of any other law or ordinance, including the provisions of the Building Code, to the end that all such provisions may be given their fullest application. However, in case of any conflict between this division and the provisions of the Building Code, the provisions of this division shall control.

(Ord. No. 96-0-01, ?2, 1-10-96)

Sec. 6-403. NFPA standards.

All automatic fire sprinkler systems shall be designed, installed and maintained in compliance with the following referenced standards as determined by the Director of the Fire Prevention Bureau to be applicable:

NFPA 13. The 2013 edition of the National Fire Protection Association's (NFPA) *Standard for the Installation of Sprinkler Systems.*

NFPA 13D. The 2013 edition of the National Fire Protection Association's (NFPA) *Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.*

NFPA 13R. The 2013 edition of the National Fire Protection Association's (NFPA) *Standard for the Installation of Sprinkler systems in Residential Occupancies up to and including Four Stories in Height.*

NFPA 14. The 2013 edition of the National Fire Protection Association's (NFPA) *Standard for the Installation of Standpipe and Hose Systems.*

NFPA 20. The 2013 edition of the National Fire Protection Association's (NFPA) *Standard for the Installation of Centrifugal Fire Pumps.*

NFPA 25. The 2014 edition of the National Fire Protection Association's (NFPA) *Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems.*

NFPA 72. The 2013 edition of the National Fire Protection Association's (NFPA) *Standard for*

the Installation of Fire Systems' National Fire Alarm Code.

Every reference to a NFPA standard in this division shall be deemed to refer to the edition of such standard set forth in this section 6-403.

(Ord. No. 96-0-01, ?2, 1-10-96)

Sec. 6-404. New buildings.

- (a) *When and where required.* Except as provided in subsection 6-404(b) and 6-404(c) and section 6-406, for all new buildings an automatic fire sprinkler system shall be required throughout all areas

New residential buildings, which include townhomes and one-and-two- family dwellings, shall follow sections R313.1 and R313.2 of the 2015 IRC for sprinkler installation. The sprinkler systems shall be designed per the NFPA 13D or 13R.

- (b) *Alternative fire protection for new buildings.* When the Fire Chief, Director of the Fire Prevention Bureau and Building Commissioner make a unanimous written determination, based on factors such as building, size, building construction type, location of the building on the property, and the availability or appropriateness of water as an extinguishing agent, that the public health, safety, welfare, and the lives and property of individuals will be adequately safeguarded by alternative fire protection to be provided pursuant to specific plans approved and incorporated as part of such written determination, then, on condition that such alternative fire protection is provided, an automatic fire sprinkler system shall not be required pursuant to this section 6-404.
- (c) *Exception.* Notwithstanding subsection 6-404(a) and 6-404(b) above, neither an automatic fire sprinkler system nor alternative fire protection shall be required for any detached accessory structure that is one thousand (1,000) square feet or less in building area and only one story in height and without a basement.

(Ord. No. 96-0-01, ?2, 1-10-96)

Sec. 6-405. Existing buildings.

- (a) Increases in fire areas of existing buildings.
- (1) *Currently sprinklered buildings.* Except as provided in subsection 6-405(d) and section 6-406, when any existing building that is classified in a use group that would, if newly constructed, be required to have an automatic fire sprinkler system pursuant to section 6-404 and is protected by an automatic fire sprinkler system, is added to, remodeled, or altered in any manner that increases the fire areas of the building, regardless of the cost or amount of increase in fire areas, the

additional fire areas shall also be protected by an automatic fire sprinkler system.

- (1) *Currently non-sprinklered buildings.* Except as provided in subsection 6-405(d) and section 6-406, when any existing building that is not protected by an automatic fire sprinkler system; and that is not regulated by the International Residential Code (IRC) as adopted in Sec. 6-211; and that would, if newly constructed, be required to have an automatic fire sprinkler system pursuant to section 6-404 is added to, remodeled or altered in any manner that increases the fire areas of the building, regardless of the cost, so that the fire areas of the entire building, including the fire areas of the building that were added, remodeled, or altered, then the fire areas of the entire building, including the fire areas of the building that were added, remodeled, or altered, shall be protected by an automatic fire sprinkler system.
- (2) *Currently non-sprinklered residential buildings.* For existing buildings that are regulated by the International Residential Code (IRC), including townhomes, and one-and two-family dwellings, the installation of an approved NFPA 13D or 13R sprinkler system will be required under the following conditions.

The exceptions under sections R313.1 and R313.2 in the (IRC) shall be deleted and replaced with the following:

- a) When an existing structure is demolished and a new structure is built on either the existing or a new foundation.
 - b) When the 100% of the interior of a structure is re-modeled or removed excluding the basement, if any, in the percentage total.
 - c) When an additional floor or level is constructed where no existed, before and 50% of the pre-existing interior excluding the basement, if any, in the percentage total, is altered or reconfigured.
- (b) *Remodeling or alterations to existing buildings.* Except as provided in subsection 6-405(d) and section 6-406, when any existing building that is not regulated by the International Residential Code (IRC) as adopted in Sec. 6-211; and that would, if newly constructed, be required to have an automatic fire sprinkler system pursuant to section 6-404 is remodeled or altered during any 30 month period when i) the work area exceeds fifty (50) percent of the aggregate area of the building or ii) the cost of the project is more than twenty-five (25) percent of the Lake County Supervisor of Assessments' full estimated market value of the building, excluding any cost for the installation of any required automatic fire sprinkler system and any cost for cosmetic improvements, then the fire areas of the entire building shall be protected with an automatic fire sprinkler system, regardless of whether such remodeling or alteration results in an increase in the fire areas of the building.
- (c) *Changes in use group.* Except as provided in subsection 6-405(d) and section 6-406, if the use of any building is changed such that it is classified in a use group requiring

sprinklers, such building shall comply with the provisions of section 6-404 as if it were a newly constructed building.

(d) *Alternative fire protection for existing buildings.* When the Fire Chief, Director of the Fire Prevention Bureau and Building Commissioner make a unanimous written determination, based on factors such as building size, building construction type, location of the building on the property, the availability or appropriateness of water as an extinguishing agent, the size of a new addition, percentage of remodeling or alterations, and the change in use group classification, that the public health, safety and welfare and the lives and property of individuals will be adequately safeguarded by alternative fire protection to be provided pursuant to specific plans approved and incorporated as part of such written determination, then, on condition that such alternative fire protection is provided, an automatic fire sprinkler system shall not be required pursuant to this section 6-405.

(e) *Alternative timing for installation of automatic sprinkler system in existing multi-tenant/condominium buildings.* Whenever the provisions of this section 6-405 requires the installation of an automatic fire-sprinkler system throughout an existing multi-tenant or condominium building, then each currently existing and occupied tenant space or condominium unit within said building and outside of the *work area* of the related building permit may remain unsprinklered for a period not to exceed five (5) years following the issuance of the current permit, subject to the following restrictions and conditions:

- 1) Upon the vacation of an occupied tenant space or condominium unit the vacated space or unit must be sprinklered prior to any further occupancy; and
- 2) When any future remodeling or alteration takes place within any currently unsprinklered tenant space or condominium unit involving a work area which exceeds fifty percent (50%) of the aggregate area of such space or unit, the tenant space or condominium unit must be sprinklered simultaneously with the completion of the future work; and
- 3) At the time of the issuance of the current permit the water service and sprinkler system shall be designed for the entire building; and
- 4) The building water service and sprinkler system shall be installed in the building permit work area(s) and all common areas; and
- 5) At the time of issuance of the current permit a signed statement must be received from the property owner indicating his/her understanding of and guarantee that the entire building will be sprinklered as required above and no later than 5 years from the date of the issuance of the current permit.

(Ord. No. 96-0-01, ?2, 1-10-96)

Sec. 6-406. Public utility electrical rooms, buildings and vaults.

Any new electrical equipment room, building or vault that is installed, serviced, secured and maintained by a public utility company that is regulated by the Illinois Commerce Commission and that complies with all of the conditions of paragraphs (1) through (6) of this section shall not be required to install an automatic fire sprinkler system pursuant to this division.

- (1) An alternative fire suppression system approved by the Director of the Fire Prevention Bureau shall be installed in the electrical equipment room, building or vault.
- (2) An automatic fire detection system approved by the Director of the Fire Prevention Bureau that meets the requirements of NFPA 72 shall be installed in the electrical equipment room, building or vault; provided, however, that the fire and trouble alarm signal shall be transmitted to the fire alarm control panel.
- (3) The electrical equipment room, building or vault shall be constructed with walls, floors and ceilings that have a minimum of a one-hour fire resistive rating.
- (4) All doors to or within the electrical equipment room, building or vault shall have a minimum of a one-hour fire-rated door assembly with self-closing devices, and any other openings or penetrations into this room, building, or vault shall be protected with a minimum of a one-hour fire rated assembly.
- (5) A portable fire extinguisher, with a minimum rating of 2A40BC, shall be installed inside the electrical room, building, or vault within ten (10) feet of each exit and one shall also be provided on the exterior of the room or vault at the entrance door.

(Ord. No. 96-0-01, ?2, 1-10-96)

Sec. 6-407. Supervision of systems.

Every automatic fire sprinkler system, except single family residential systems regulated by the International Residential Code (IRC) as adopted in Sec. 6-211, installed within the Village, whether or not such system is required by this division, shall be electronically supervised by an approved addressable fire alarm-system located in the riser room. If such area is not accessible from the exterior of the building, the fire alarm control panel shall be located in a location approved by the Director of the Fire Prevention Bureau. Every automatic fire sprinkler system installed within the village, whether or not such system is required by this division, shall have a direct connection to the fire department dispatch center meeting the requirements of NFPA 72 for remote stations and shall be transmitted via the Village radio system. A sprinkler system for only local protection and one which does not have electronic supervision, will not be required to transmit a signal to the dispatch center. Notwithstanding the requirements of this section, when the fire marshal makes a written determination that the public health, safety and welfare and the lives and property of individuals will be adequately safeguarded, based on factors such as number of

sprinkler heads or size of the protected area, if no electronically supervised fire alarm control panel system is installed, then no such system shall be required.

(Ord. No. 96-0-01, ?2, 1-10-96)

Sec. 6-408. Maintenance.

Every automatic fire sprinkler system installed within the village, whether or not such system is required by this division, shall be maintained according to the requirements of NFPA 25.

(Ord. No. 96-0-01, ?2, 1-10-96)

Sec. 6-409. Sprinkler Control Rooms. In all new construction, and in all existing buildings where in the opinion of the Director of Fire Prevention states it may be installed, a sprinkler control room with an exterior entrance shall be installed. The control room shall contain the fire sprinkler risers, and the fire alarm control panel. The room shall face either the main parking lot or shall face the front street and shall have a hard surface to the entrance door. The Knox key box shall also be located at the door to the fire sprinkler control room. If the location of the riser and alarm panel shall be in a different location due to a remodel, then this shall be approved by the Director of Fire Prevention.

Sec. 6-410. Residential Sprinkler System.

- (1) *Where Required.* Sprinkler protection will be provided within the garage where the garage is attached to the structure.
- (2) *Monitoring.* A horn/strobe or a bell/strobe will be required on the exterior of the structure at the garage. This will be activated by the sprinkler flow switch.

SECTION FOUR: Effective Date: This ordinance shall be in full force and effect from May 1, 2016, following its passage, approval and publication in the manner provided by law.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2016.

Terry Wepler, Village President

ATTEST:

Sally Kowal, Village Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Resolution for Change Orders to Annual Landscaping Services Contract with Landscape Concepts Management, Inc.

Staff Recommendation: Adopt Resolution

Staff Contact: Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The annual Contract for landscaping work at numerous locations in the Village was renewed for the third year with Landscape Concepts Management, Inc. by the Board at the January 12, 2016 meeting in the not-to-exceed amount of \$91,303.00. Since the time that the initial Contract was developed in 2013, additional locations requiring landscaping work on a yearly basis have been added to the Village's obligations. These additional locations include Peterson Road (Streetscape Phase II & III, the new water distribution system booster station and numerous plant replacements) and the Concorde-Interlaken SSA common areas.

The additional cost for the landscaping work is \$11,580.00 and is itemized in the attached spreadsheet. The final Contract amount will be increased to \$102,883.00. The necessary funds for this additional work have been budgeted in various accounts in the FY 2016/17 Budget. Administrative staff recommends the adoption of the attached Resolution for Change Orders No. 1 and 2 in the net additional amount of \$11,580.00.

Four positive votes are required for approval.

RESOLUTION 16-R- _____

A RESOLUTION APPROVING
CHANGE ORDERS No. 1 & 2 TO THE CONTRACT
BETWEEN THE VILLAGE OF LIBERTYVILLE AND
LANDSCAPE CONCEPTS MANAGEMENT, INC.

WHEREAS, the Village of Libertyville entered into a certain contract with Landscape Concepts Management, Inc. for providing landscaping services at multiple locations which was approved by the Village President and Village Board of Trustees on January 12, 2016 and;

WHEREAS, The Board of Trustees of the Village of Libertyville have determined that the circumstances said to necessitate the foregoing changes are germane to and were not reasonably foreseeable at the time the original contract was signed and the change orders are in the best interest of the Village and authorized by law.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE AND STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby incorporated hereby as if fully set forth as findings of the President and Board of Trustees.

SECTION 2. Change Order No. 1 is attached as Exhibit # 1 for a net increase of \$7,280.00 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

SECTION 3. Change Order No. 2 is attached as Exhibit # 2 for a net increase of \$4,300.00 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

SECTION 4. The resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

PASSED this: 22nd day of March, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: 22nd day of March, 2016

Village President

ATTEST:

Village Clerk

EXHIBIT #1

CHANGE ORDER NO. 1

Order No. 1
Date: 03/22/16
Agreement Date: 01/12/16

Name of Project: Annual Landscaping Services
Owner: Village of Libertyville
Contractor: Landscape Concepts Management, Inc.

Justification: Additional cost to maintain the landscaping and plant replacements on Peterson Road (Phase II & III and new booster station).

Change of Contract Price

Original Contract Price:	\$91,303.00
Current Contract Price adjusted by Previous Change Orders:	\$91,303.00
The Contract Price due to this Change Order will be increased by:	\$ 7,280.00
The New Contract Price including this Change Order will be:	\$98,583.00

Approval Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT:

Requested By: Village of Libertyville Staff

Approve By: Village of Libertyville Board of Trustees

LCM Landscaping Cost Breakdown (Additional 2016-17) Base Bid \$91,303.00

Interval	Location	Account #	Yearly Cost
Bi-weekly	Peterson Road Landscaping (phase III)	0102037713	\$4,600.00
Bi-weekly	Peterson Road Landscaping (lift station)	0102037713	\$455.00
Bi-weekly	Peterson Road Landscaping (phase II, tree rings and mulch)	0102037713	\$225.00
1 X year	Peterson Road (plant replacements)	0102037713	\$2,000.00
1x	Concorde-Interlaken SSA (dormant pruning, Butterfield road side) (SPO)	0200000799	\$4,300.00
		TOTALS	\$11,580.00



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Resolution for Change Orders to Annual Mowing Services Contract with Buhrman Design Group, Inc.

Staff Recommendation: Adopt Resolution

Staff Contact: Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The annual Contract for mowing services at numerous locations in the Village was renewed for the third year with Buhrman Design Group, Inc. by the Board at the January 12, 2016 meeting in the not-to-exceed amount of \$114,305.00. Since the time that the initial Contract was developed 2013, additional locations requiring mowing services and landscape trimming work on a yearly basis have been added to the Village's obligations.

The additional cost for the mowing work is \$13,555.00 and is itemized in the attached spreadsheet. It is also desired to include perimeter fence line clearing (overhanging tree branch trimming) work at the Wastewater Treatment Plant to this year's annual mowing services Contract in the amount of \$8,430.00. The final Contract amount will be increased to \$136,290.00. The necessary funds for this additional work have been budgeted in various accounts in the FY 2016/17 Budget. Administrative staff recommends the adoption of the attached Resolution for Change Orders No. 1 and 2 in the net additional amount of \$21,985.00.

Four positive votes are required for approval.

RESOLUTION 16-R- _____

A RESOLUTION APPROVING
CHANGE ORDER No. 1 thru No. 8 TO THE CONTRACT
BETWEEN THE VILLAGE OF LIBERTYVILLE AND
BUHRMAN DESIGN GROUP, INC.

WHEREAS, the Village of Libertyville entered into a certain contract with Buhrman Design Group, Inc. for providing mowing services in multiple locations which was approved by the Village President and Village Board of Trustees on January 12, 2016 and;

WHEREAS, The Board of Trustees of the Village of Libertyville have determined that the circumstances said to necessitate the foregoing changes are germane to and were not reasonably foreseeable at the time the original contract was signed and the change orders are in the best interest of the Village and authorized by law.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF LIBERTYVILLE, COUNTY OF LAKE AND STATE OF ILLINOIS, AS FOLLOWS:

SECTION 1. The foregoing recitals are hereby incorporated hereby as if fully set forth as findings of the President and Board of Trustees.

SECTION 2. Change Order No. 1 is attached as Exhibit # 1 for a net increase of \$13,555.00 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

SECTION 3. Change Order No. 2 is attached as Exhibit # 2 for a net increase of \$8,430.00 is attached hereto and by this reference incorporated herein and made a part hereof, shall be and it hereby is approved.

SECTION 4. The resolution shall constitute the written determination required by Section 33E-9 of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

PASSED this: 22nd day of March, 2016

AYES:

NAYS:

ABSENT:

APPROVED this: 22nd day of March, 2016

Village President

ATTEST:

Village Clerk

EXHIBIT #1

CHANGE ORDER NO. 1

Order No. 1
Date: 03/22/16
Agreement Date: 01/12/16

Name of Project: Annual Mowing Services
Owner: Village of Libertyville
Contractor: Buhrman Design Group, Inc.

Justification: Additional costs to mow selected additional areas in the Village.

Change of Contract Price

Original Contract Price:	\$114,305.00
Current Contract Price adjusted by Previous Change Orders:	\$114,305.00
The Contract Price due to this Change Order will be increased by:	\$ 13,555.00
The New Contract Price including this Change Order will be:	\$127,860.00

Approval Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT:

Requested By: Village of Libertyville Staff
Approve By: Village of Libertyville Board of Trustees

EXHIBIT #2

CHANGE ORDER NO. 2

Order No. 2
Date: 03/22/16
Agreement Date: 01/12/16

Name of Project: Annual Mowing Services
Owner: Village of Libertyville
Contractor: Buhrman Design Group, Inc.

Justification: Additional cost to clear (trim back overhanging trees) perimeter fence line at the Wastewater Treatment Plant.

Change of Contract Price

Original Contract Price:	\$114,305.00
Current Contract Price adjusted by Previous Change Orders:	\$127,860.00
The Contract Price due to this Change Order will be increased by:	\$ 8,430.00
The New Contract Price including this Change Order will be:	\$136,290.00

Approval Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT:

Requested By: Village of Libertyville Staff
Approve By: Village of Libertyville Board of Trustees

Buhrman Mowing Cost Breakdown (Additional 2016-17) Base Bid \$114,305.00

Interval	Location	Account #	Yearly Cost
Bi-weekly	Route 137 Mowing (Peterson Road)	0102037713	\$2,570.00
Bi-weekly	Route 21 Mowing	0102037713	\$455.00
Weekly	Golf Course Mowing (leased area)	0107047713	\$8,970.00
Weekly	Liberty Bell Island Mowing	0102037713	\$270.00
Bi-weekly	Green Tree Court Island	0102037713	\$195.00
Weekly	Prairie Crossing Sign Mowing	1400007713	\$125.00
1 x Yearly	176 Arborvitae Screen (install, remove & anti-desiccant)	0102037713	\$505.00
Bi-weekly	Additional Island Mowing	0102037713	\$465.00
Once	Fence Line Clearing at WWTP	2020227712	\$8,430.00
TOTALS			\$21,985.00



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Resolution Urging State to Pass a Final Budget

Staff Recommendation: Approve Resolution

Staff Contact: Kevin J. Bowens, Village Administrator

Background: The State of Illinois has been operating without a Fiscal Year 2016 State Budget since July 1, 2015. The Lake County Municipal League is requesting municipal assistance to pass a resolution in support of the State passing a budget in a timely and efficient manner.

Four affirmative votes are required for approval.

RESOLUTION NO. 16-R-

**RESOLUTION URGING ILLINOIS STATE LEADERS TO PASS
A FINAL BUDGET**

WHEREAS, the Constitution of the State of Illinois provides in Article VIII, Section 2; that the General Assembly pass a budget based on proposed expenditures and estimated funds; and

WHEREAS, the State of Illinois has been operating without a Fiscal Year 2016 State budget since July 1, 2015; and

WHEREAS, needed health and safety services and critical infrastructure services such as road construction, maintenance, and repair are negatively impacted by the lack of a State budget; and

WHEREAS, the Village of Libertyville and every other unit of local government is directly and indirectly adversely affected by the failure of the General Assembly to pass a budget; and

WHEREAS, consideration of cuts to local revenues and mandated property tax freezes in connection with the State's Fiscal Year 2016 budget threaten the stability and viability of local units of government; and

WHEREAS, the Village has done its part to meet its fiscal responsibilities and reduce expenses during and after times of economic recession, including significantly reducing its workforce, maintaining balanced budgets each year and funding its pension obligations; and

WHEREAS, the State's budget issues must not be used as an excuse to force uncertainty and financial instability upon units of local government and the residents who live there.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Libertyville, Lake County, Illinois as follows:

Section 1. The foregoing recitals are incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2. President and Board of Trustees of the Village of Libertyville call upon the Governor and General Assembly to discharge their respective Constitutional duties and promptly adopt a balanced State budget for Fiscal Year 2016;

Section 3. A copy of this resolution shall be forwarded to the Governor, Senate President, Senate Minority Leader, House Speaker, House Minority Leader, Lake County Municipal League and the Illinois Municipal League.

Section 4. This Resolution will be in full force and effect from and after its passage and approval.

PASSED this _____ day of _____ 2016.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____ 2016.

Terry L. Wepler
Village President/Mayor

ATTEST:

Village/City Clerk



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Request Use of Village Property – LHS Student Council

Staff Recommendation: Approve Request

Staff Contact: Kevin J Bowens, Village administrator
Clint Herdegen, Police Chief

Background: Attached is a request from the Libertyville High School Student Council to utilize portions of the Butler Lake walking path and Lake Street sidewalk for a Color Run/Walk on Saturday, May 7, 2016 from 2:00 p.m. to 4:00 p.m. The purpose of the Color Run/Walk is to raise money to purchase and donate water filters for communities in Kenya. The “Color Run/Walk” format of the event includes the throwing of colored dust at runners, which will only take place on LHS property. The event can be handled by normal Police Department staffing, and therefore no hire back will be required. The Administrative Staff recommends that the Village Board approve the request by the Libertyville High School Student Council to conduct a Color Run/Walk on portions of Village property on Saturday, May 7, 2016 from 2:00 p.m. to 4:00 p.m. Four positive votes are required for approval.

Kevin Bowens

From: dolores palmieri <dolores.palmieri@lhswildcats.org>
Sent: Wednesday, March 02, 2016 10:54 AM
To: Kevin Bowens
Cc: Andrea Lara; Margaret Nicholson; Amanda Wine
Subject: Color Run 2016

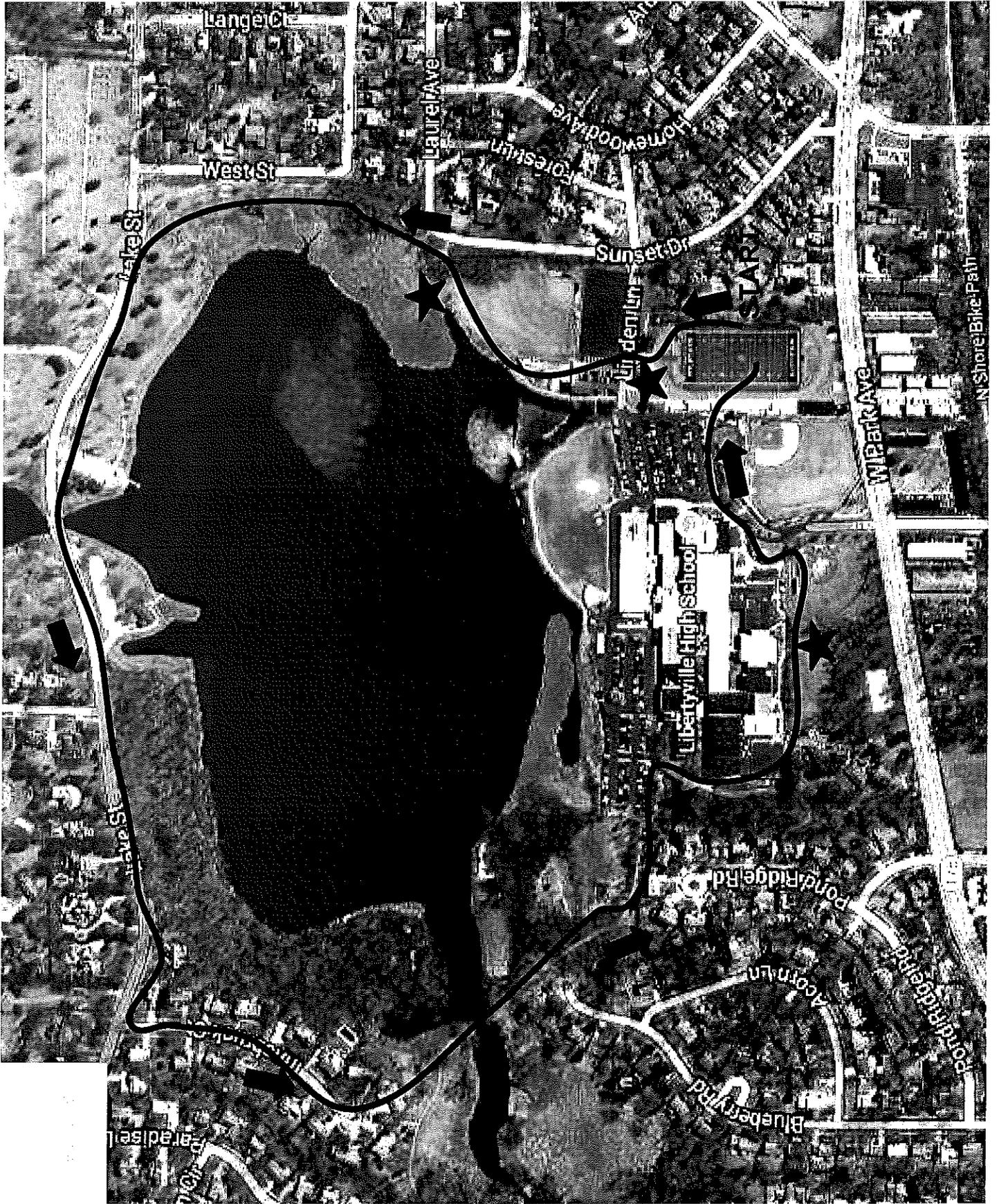
Hi Mr. Bowens,

This is Dolores Palmieri, School Liaison of the Student Council Executive Board at Libertyville High School, and I wanted to reach out to you about our second annual color run. The race date is May 7th, which is approaching very quickly! The course that we used last year worked out perfectly and I was wondering if that course would be alright to use for this years run. I would be happy to send you a map of the course or to come in and meet with you to talk about any questions or concerns you may have.

We really appreciate all the support you have given us and look forward to hearing back from you.

Much Appreciation,
Dolores Palmieri
847-845-7085

★
Color
Run
Stations





VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Raffle License Request - Boy Scouts of America, Troop 71

Staff Recommendation: Authorize license.

Staff Contact: Kevin J. Bowens, Village Administrator

Background: Attached is an application from the Boy Scouts of America Troop 71 requesting permission to conduct raffle sales within the Village on March 28 through June 4, 2016. The raffle is being conducted at the Old School Forest Preserve on June 5, 2016 as a fundraiser for Troop 71.

The Administrative Staff recommends the Board approve a raffle license for the Boy Scouts of America Troop 71. Four affirmative votes are required for approval.

(Deferred from the March 8, 2016 Village Board meeting. Materials previously distributed.)

Agenda Item No. 4



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: **REPORT OF THE APPEARANCE REVIEW COMMISSION**
ARC 16-08, Riva Ridge Umbrella Association

Appearance Review

Commission Recommendation: To approve.

Staff Contact: John P. Spoden, Director of Community Development

Background: At the request of the Village Board, the Village Arborist inspected the Riva Ridge area with the arborist for the Homeowners' Association. As detailed in the attached report, the Village Arborist concurs with the request with the following exceptions:

- #2: If the adjacent Ash needs to come down, replace with one (1) tree from desired species list.
- #5: Replace with ornamental tree or shrub.
- #6: Retain Crabapple trees.
- #9: Replace up on berm with a tree from desired species list.
- #16: Replace with one (1) tree, potentially an Elm hybrid.
- #28: Replace with an ornamental tree.
- #46: Replace with tree from desired species list.

Accordingly, the recommendation of the Village Arborist is for approval of the plan as submitted with the aforementioned changes.

Four positive votes are required for approval.

Number Address Tag # Proposed Action Village Arborist Review

1	1212 Flamingo	6	Remove the Ash in front. Replace with a Fort McNair Red Chestnut.	13" Ash; dead (EAB); agrees with action
2	1204 Flamingo	121	Remove the Ash in back. No replacement is planned at this time due to the proximity of the neighboring trees.	13" Ash; dead (EAB); another Ash is nearby that will need to come down in the near future; if that comes down, then there is room for replacement of one tree from the desired tree species list
3	1205 Flamingo	no tag	Remove Ash in front. Replace with a Tulip tree.	14" Ash; dead (EAB); agrees with action
4	1309 Pimlico	378	Remove the Ash tree in front. No replacement is planned at this time due to the proximity of neighboring trees.	14" Ash; dead (EAB); there is a healthy Locust nearby that could be affected by a new tree being planted (poor forestry); agrees with action
5	1313 Pimlico	383	Remove the Spruce in front. The Spruce is too large for the space and is encroaching on the driveway and the sidewalk. The plant material behind the spruce is performing poorly due to the lack of sunlight. This area will be entirely re-landscaped by the landscape contractor that maintains the site.	12" Spruce; healthy; an ornamental tree or shrub would work in this space
6	1304 Pimlico	284 & 285	Remove the two Crabapple trees in back. This area is very shady. The turf quality is poor and the area is prone to erosion. This area will be re-landscaped by the landscape contractor that maintains the site.	Crabapples in good shape; could be ringed and mulched to help with the erosion; recommends retaining Crabapple trees
7	1220 Gulfstream	253	Remove the Ash in back. Replace with a Sweetgum tree.	11" Ash; dead (EAB); replace on berm; agrees with action
8	1203 Gulfstream	273	Remove the Ash in front. Replace with a Miyabe Maple.	9" Ash; dead (EAB); agrees with action
9	1205 Gulfstream	165	Remove the Ash in back. No replacement is planned at this time due to the proximity of neighboring trees.	12" Ash; dead (EAB); when tree #120 comes down, replace up on berm (1 replacement for trees #165 and #120)

10	1217 Gulfstream	275	Remove the Ash in front. Replace with a Swamp White Oak.	13" Ash; dead (EAB); agrees with action
11	1202 Emerson	414	Remove the Ash in front. Replace with a hybrid Elm.	12" Ash; dead (EAB); agrees with action
12	1204 Emerson	477	Remove the Ash in back. No replacement is planned at this time due to the proximity of neighboring trees.	14" Ash; dead (EAB); agrees with action
13	1323 Appletree	720	Remove the Ash on the side of the home. No replacement is planned at this time due to the proximity of neighboring trees and space considerations.	9" Ash; dead (EAB); agrees with action
14	1324 Appletree	639	Remove the near dead Austrian Pine on the side of the home. No replacement is planned at this time due to the proximity of neighboring trees.	15" Austrian Pine; declining; agrees with action
15	1324 Appletree	638	Remove the Ash tree on the side of the home near the front. No replacement is planned at this time due to the proximity of neighboring trees.	10" Ash; dead (EAB); agrees with action
16	1316 Appletree	647 (new) + 648	Remove the near dead Austrian Pine in back of the home. No replacement is planned at this time due to the proximity of neighboring trees.	647: 15" Austrian Pine, dead; 648: 14" Austrian Pine, declining; should replace 1 tree for both, potentially an Elm hybrid
17	1324 Downs	618	Remove the Spruce in back of the home. The berm that the tree is planted on interferes with drainage and traps water between the swale and the home. The landscape contractor will re-grade and landscape the area.	12" Spruce; healthy; only way to resolve water issue is to remove the tree; agrees with action
18	1326 Downs	619	Remove the Spruce in the back of the home. This area adjoins the area at 1324 Downs and will be addressed in the same way.	12" Spruce; healthy; only way to resolve the water issue is to remove the tree; agrees with action

19	1331 Downs	625 & 626	Remove the two Austrian Pines in back. No replacements are scheduled at this time. There is a grouping of three trees of which two will be removed. If the remaining tree is removed in the future, replanting will occur.	625: 14" Austrian Pine, declining; 626: 15" Austrian Pine, declining; agrees with action
20	1325 Downs	679	Remove the Ash tree in front. Replace with a Hackberry.	13" Ash; dead (EAB); agrees with action
21	902 Red Top	569, 570 & 571	Remove three Austrian Pines on the side of the home. Replant with a Redbud. The remaining trees in the area do not allow enough room for a large tree.	569: 14" Austrian Pine, declining; 570: 14" Austrian Pine, declining; 571: 18" Austrian Pine, dead; agrees with action
22	906 Red Top	583	Remove the Austrian Pine on the side of the home. No replacement is planned at this time due to the proximity of neighboring trees.	14" Austrian Pine; declining; agrees with action
23	1302 Kempton	1150	Remove the Austrian Pine on the side of the home. No replacement is scheduled at this time. This will allow more room for the Maple in the parkway.	14" Austrian Pine; declining; agrees with action
24	1304 Kempton	1146	Remove the Austrian Pine in back. Replace with a Cleveland Pear.	13" Austrian Pine; dead; agrees with action
25	1312 Kempton	no tag	Remove the Norway Maple in front. This tree has a great deal of decay. This tree will be replaced with a Katsura tree.	12" Norway Maple; dead; agrees with action
26	1314 Kempton	1138	Remove the Austrian Pine in back. Replace with a Norway Spruce.	15" Austrian Pine; declining; agrees with action
27	1316 Kempton	1136	Remove the Austrian Pine in back. Replace with a Prairiefire Crabapple.	13" Austrian Pine; dead; agrees with action
28	1318 Kempton	1134	Remove the Austrian Pine in back. No replacement is scheduled. The proper location for a replacement tree appears to be off the Riva Ridge property.	10" Austrian Pine; dead; room on-site for an ornamental tree
29	1322 Kempton	1130	Remove the Austrian Pine in back. Replace with a Norway Spruce.	13" Austrian Pine; declining; agrees with action

30	906 Suffolk	1028	Remove the Austrian Pine in back. Replace with a Lilac.	12" Austrian Pine; declining; agrees with action
31	917 Suffolk	1064	Remove the Austrian Pine in front. Replace with a Fort McNair Red Chestnut.	14" Austrian Pine; dead; agrees with action
32	917 Suffolk	no tag	Remove the Austrian Pine in back. No replacement is planned at this time due to the proximity of neighboring trees.	13" Austrian Pine; dead; agrees with action
33	923 Suffolk	1087	Remove the Austrian Pine in back. Replace with a Norway Spruce.	13" Austrian Pine; dead; agrees with action
34	1401 Ruidoso	no tag	Remove the Austrian Pine near the corner of the garage. No replacement is planned at this time due to the proximity of neighboring trees.	12" Austrian Pine; declining; agrees with action
35	1401 Ruidoso	970	Remove the Austrian Pine on the side of the home. No replacement is planned at this time due to the proximity of neighboring trees.	14" Austrian Pine; dead; agrees with action
36	1406 Ruidoso	952	Remove the Austrian Pine in front at the end of the driveway. Replace with a Norway Spruce.	10" Austrian Pine; dead; agrees with action
37	1430 James	867, 868 & 869	Remove the three Austrian Pines in back. Replace with one Cleveland Pear.	867: 12" Austrian Pine, declining; 868: 13" Austrian Pine, declining; 869: 10" Austrian Pine, dead; agrees with action
38	1410 James	845	Remove one Austrian Pine in back. No replacement is planned at this time due to the proximity of neighboring trees	13" Austrian Pine; dead; agrees with action
39	1407 James	no tag	Remove one Austrian Pine in back. No replacement is planned at this time due to the proximity of neighboring trees	13" Austrian Pine; dead; agrees with action

40	1519 Loatonia	1532	Remove the Ash in front. No replacement is scheduled. The area between the sidewalk and the drive is not large enough to support a large tree. The canopy of a smaller tree will quickly encroach into the sidewalk and driveway spaces.	10" Ash; dead; agrees with action
41	1515 Loatonia	no tag	Remove the Ash in back. No replacement is planned at this time due to the proximity of neighboring trees.	13" Ash; dead; agrees with action
42	708 Caliente	1471	Remove the Ash in back. No replacement is planned at this time due to the proximity of neighboring trees.	11" Ash; dead; agrees with action
43	709 Caliente	1284	Remove the Austrian Pine in back. Replace with a Serbian Spruce.	15" Austrian Pine; dead; one replacement tree should be added for the removal of 1284 and 1286
44	709 Caliente	1286	Remove the Spruce in back. No replacement is planned at this time due to the proximity of neighboring trees.	8" Spruce; declining; one replacement tree should be added for the removal of 1284 and 1286
45	722 Ascot	1415	Remove the Ash in front. Replace with a Lone Planetree.	11" Ash; dead; agrees with action
46	702 Ascot	1351	Remove the Austrian Pine in back. No replacement is planned at this time. There is no way to access the area with a new tree. A small container tree could be planted if acceptable.	16" Austrian Pine; declining; a tree of appropriate size could be planted with a ball cart
47	719 Ascot	1431	Remove the Ash in front. No replacement is planned at this time due to the proximity of neighboring trees.	9" Ash; dead; agrees with action
48 (new)	707 Caliente	1296	Remove the Austrian Pine in back. No replacement is planned at this time due to the proximity of neighboring trees.	14" Austrian Pine; dead; agrees with action

REPORT OF THE APPEARANCE REVIEW COMMISSION

February 15, 2016

**ARC 16-08 The Care of Trees, Authorized Agent for Riva Ridge Umbrella Association
Riva Ridge Umbrella Association**

Request is for approval of new landscaping.

Mr. Loren Nagy, The Care of Trees, presented a new landscape plan for Riva Ridge.

Mr. Nagy stated that they are proposing to remove 47 trees. He stated that some, but not all, will be replaced. He stated that the replacement tree species may need to be altered as a result of availability, but that the trees listed are those that they are hoping for. He stated that they would like to plant a variety of trees so that they can increase diversity on the site.

Chairman Robbins asked about the reasons for the decline of trees in Riva Ridge. Mr. Nagy stated that many of the dead or dying trees are Austrian Pines, which are susceptible to disease. He stated that good air flow is important in keeping the trees dry and that over planting prevents this.

Commissioner Meyer made a motion, seconded by Commissioner Seneczko, to recommend the Village Board of Trustees approve the application for new landscaping at Riva Ridge Umbrella Association, in accordance with the plans submitted.

Motion carried 4 - 0.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Extend Contract for EAB Tree Removal

Staff Recommendation: Approve Extension of Contract with Trees "R" Us, Inc. for \$263,750.00

Staff Contact: Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: For the past several years Village Staff has worked with the Parks and Recreation Committee to develop and implement an Emerald Ash Borer (EAB) Management Plan to treat and remove infested Ash parkway trees. The Management Plan provides for Staff removals, contractual removals, contractual treatments and contractual stump grinding/parkway restorations.

The Village currently has a renewable Contract for up to three years with Trees "R" Us, Inc. to remove EAB infested parkway Ash trees. Trees "R" Us, Inc. has successfully completed the first and second years of contractual removals for the 2014-15 and 2015-16 Fiscal Years. Administrative Staff recommends renewing the third year of the tree removal Contract with Trees "R" Us, Inc. in the amount not to exceed \$263,750.00 for the 2016-17 Fiscal Year.

The Park Maintenance Budget in Account 01-0701-5-728 includes \$295,800.00 for the contractual EAB Management Plan, of which 263,750.00 will be used for the removal of approximately 300 EAB infested parkway trees. The remaining funding will include \$12,915.00 for treatments, an estimated \$19,000.00 for stump grinding and parkway restoration, and an estimated \$135.00 for mailings and legal notices.

Four positive votes are required for approval.

**Parks Maintenance
Budget Addendum**

Fund: Parks Maintenance
 Account No. 0107015728
 Description: Contractual Tree Removal
 Purpose: Contractual Tree Removal

Item Description	15/16 Budget	15/16 YE Est	16/17 Request	Admin. Revisions	Approved Budget
Miscellaneous hazardous pruning and removals	\$8,670	\$8,395	\$8,565		
Selected tree fertilization	\$0	\$0	\$0		
Miscellaneous Removal/EAB Removal and Treatment	\$295,800	\$296,075	\$296,670	\$295,800	
Annual Tree Trimming	1 \$35,700	\$35,700	\$36,770	\$35,700	
Wood Chip Removal at WWTP	2 \$0	\$0	\$10,000		
	\$340,170	\$340,170	\$352,005	\$350,065	\$0

2016-17 Notes

- 1) Current contract expires in 2015-16, Anticipate a minimum of a 3% increase to continue to prune a similar quantity of trees in fy 2016-17
- 2) New request needed to reduce wood chip pile to make room for in-house removals and storm damage dumping

EAB Cost Breakdown for FY 2016-17 (proposed)

Mailings	\$135.00
Treatments	\$12,915.00
Removals	\$263,750.00
Stump Grinding/Restorations	\$19,000.00
EAB Total for FY 2016-17	\$295,800.00

VILLAGE OF LIBERTYVILLE
CONTRACT/PROPOSAL FOR THE
2014 Tree Removal Program

Full Name of Bidder TREES "R" US, INC
Principal Office Address PO BOX 6014, WAUCONDA, IL 60084
Local Office Address PO BOX 6014, WAUCONDA, IL 60084
Contact Person NICK WILLIS Telephone 847-913-9069

TO: Village of Libertyville ("Owner")
118 West Cook Avenue
Libertyville, Illinois 60048-2090
Attention: John M. Heinz,
Director of Public Works

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda (if any), which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

- A. Contract and Work. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work" (See "Tree Removal Specifications"):
1. Contractor Qualifications. All eligible proposed contractors shall have a minimum of five (5) years experience of municipal tree removal at municipalities of equal or greater size and of similar contract removal specifications. As part of their respective proposal each contractor shall provide a listing of current municipal accounts. Include contact information which includes the name of the municipality, name and title of contact, physical and e-mail addresses and telephone number.
 2. Labor, Equipment, Materials and Supplies. Provide, perform, and complete, in the manner specified and described in this Contract, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for the **Tree Removal** (the "Work");
 3. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
 4. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates as specified in this Contract/Bid;

5. Taxes. Pay all applicable federal, state and local taxes.
 6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant, to this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies.
 7. Notifications. Notify adjacent resident of intent to remove tree at least 24 hours in advance of removal with letter of explanation provided by the Village of Libertyville. Provide the Superintendent of Parks with a schedule of tree removals at least five (5) business days before commencing removals.
 8. Miscellaneous. Do all other things required of Bidder by this Contract.
- B. Performance Standards. If this Contract is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the specifications attached hereto and by this reference made a part of this Contract.
 - C. Responsibility for Damage or Loss. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
 - D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Contract. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract (the "Commencement Date"). If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously. This contract is in effect for a period of one year and may be renewed upon the same terms as those set forth herein for two (2) subsequent one year periods (the "Renewal Periods") at the option of the Village. Said option to renew shall be exercised by the Village by the giving of written notice of its intention to renew to Bidder prior to the expiration of the then current term, approval of the Bidder, and by approval of the Village Board.

- A. Schedule of Prices. For providing, performing and completing all Work,

Your bid price is based on a per tree cost and should include all costs of removing the tree, grinding the stump and restoring the R.O.W. (Right Of Way) on Village right-of-way per specifications provided. Quantities if listed are only estimated and may increase or decrease. For the purposes of unit price quotations trees shall be classified as follows

Trees R Us.

Category	Description	Size	Estimated Quantity	Cost Per Tree 2014	Sub Total
1	Medium Trees	13"-20" DBH	150	\$700-	\$105,000-
2	Large Trees	21"-30" DBH	150	\$1,200-	\$180,000-
Job Total					\$285,000-

Category	Description	Size	Estimated Quantity	Cost Per Tree 2015	Sub Total
1	Medium Trees	13"-20" DBH	150	\$721-	\$108,150-
2	Large Trees	21"-30" DBH	150	\$1,236-	\$185,400-
Job Total					\$293,550-

Category	Description	Size	Estimated Quantity	Cost Per Tree 2016	Sub Total
1	Medium Trees	13"-20" DBH	150	\$743-	\$111,450-
2	Large Trees	21"-30" DBH	150	\$1,273-	\$190,950-
Job Total					\$302,400-

Please note: per tree price includes complete removal of tree, all tree debris, stump grinding and R.O.W. restoration and the work site is left clean of all related tree removal debris.

Please note: DBH (diameter at breast height) of trees shall be measured at a height of 4.5 feet above the average ground level surrounding the tree.

EXTRA WORK WHEN AUTHORIZED

	2014	2015	2016
Regular Hourly Rate - Per Man Hour	\$79. ⁰⁰	\$79. ⁰⁰	\$79. ⁰⁰
Emergency Hourly Rate - Per man hour	\$140. ⁰⁰	\$140. ⁰⁰	\$140. ⁰⁰
Regular Hourly Rate - Aerial Lift Truck & Operator	\$109. ⁰⁰	\$109. ⁰⁰	\$109. ⁰⁰
Emergency Hourly Rate - Aerial Lift Truck & Operator	\$209. ⁰⁰	\$209. ⁰⁰	\$209. ⁰⁰
Regular Hourly Rate - Chipper, Box Truck & Operator	\$100. ⁰⁰	\$100. ⁰⁰	\$100. ⁰⁰
Emergency Hourly Rate - Chipper, Box Truck & Operator	\$200. ⁰⁰	\$200. ⁰⁰	\$200. ⁰⁰

****ENCLOSE WITH PROPOSAL****

B. Basis for Determining Prices. It is expressly understood that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are

included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;

3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work are included in the Schedule of Prices.

C. Payment.

All invoices shall be accompanied by a detailed description of work performed. Detail shall include, but not be limited to the examples listed below and shall be approved by the Director of Public Works or his designated representative to use for acceptance.

Date of Service, Type of Service, Address or Location of Service, Description of Removal Purpose, Comments and Total Cost.

Example:

August 15, 2013/Tree Removal/544 North Ave/EAB Hazard/overhead wires/ \$125.00

All payments may be subject to deduction or set-off by reason of any failure of Bidder to perform under this Contract. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid. Payments will be made after services are rendered and properly invoiced.

Please Note:

NO INVOICE SHALL BE PROCESSED WITHOUT THE REQUIRED DETAIL INFORMATION

3. **Contract Time Proposal**

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall commence the Work within 10 days following Owner's acceptance of this Contract provided Bidder shall have furnished to Owner all bonds and all insurance certificates specified in this Contract/Bid (the "Commencement Date"). If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall perform the Work diligently and continuously and shall complete the work no later than 8-30-2014.

4. **Finance Assurance**

- A. Bonds. Each bidder's proposal shall be accompanied by a security deposit of 10% of the total anticipated cost for the "work" in the form of a Cashier's Check or Bid Bond.

If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company acceptable to Owner, each in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract.

- B. Insurance.

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Bidder, his agents, representatives, employees or subcontractors.

If this Contract/Proposal is accepted, Contractor proposes, and agrees, that Contractor shall provide certificate of insurance evidencing the minimum insurance coverage's and limits set forth

below within 10 days following Owners acceptance of this Contract/Proposal. Such policies shall be in the form, and from companies, acceptable to the owner.

Additional Insured. *The Village of Libertyville, its officials, agents, employees and volunteers are to be covered as additional insured's* as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.

The Contractor's insurance coverage shall be primary and non-contributory as respects the Village of Libertyville, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, employees, agents and volunteers.

All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

Waiver of Subrogation. The insurer shall agree to waive all rights of subrogation against the Village of Libertyville, its agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

Cancellation Notice Recipient. Each insurance policy required shall have the Village of Libertyville expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

Verification of Coverage. Contractor shall furnish the Village of Libertyville with certificates of insurance naming the Village of Libertyville, its officials, employees, agents and volunteers as additional insured's and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the member before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 2010 or CG 2026, and CG 2037 – Completed Operations, where required. The member reserves the right to request full certified copies of the insurance policies and endorsements.

The insurance coverage and limits set forth below shall be deemed to be minimum coverage and limits shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverage and limits shall be maintained at all times while providing, performing or completing the Work.

Commercial General Liability

Limits shall not be less than:

- | | |
|------------------------------|-------------|
| • Each Occurrence: | \$1,000,000 |
| • Damage to Rented Premises: | \$50,000 |
| • Medical Expenses: | \$5,000 |

- Personal & Advertising Injury: \$1,000,000
- General Aggregate: \$2,000,000
- Products-Completed Operations Aggregate: \$1,000,000
 - Coverage is to be written on an “occurrence” basis.
 - General aggregate limit applies per the “project”.
 - The “ADDL INSR” box shall be marked with “Yes” in the box.
 - The “SUBR WVD” box shall be marked with “Yes” in the box.

Coverage to Include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- “X”, “C” and “U”
- Contractual Liability
 - Contractual Liability coverage shall specifically include indemnification set below.

Workers’ Compensation and Employers Liability

Limits shall not be less than:

- Employers Liability - Each Accident-Injury \$500,000
- Employers Liability - Each Employee-Disease \$500,000
- Employers Liability - Disease-Policy \$500,000
- Workers’ Compensation: Statutory
 - Such insurance shall evidence that coverage applies to the State of Illinois.

Automobile Liability

Limits shall not be less than:

- Combined Single Limit: \$1,000,000
 - Coverage is to be written on an “Any Auto” basis.

Umbrella Liability

Limits shall not be less than:

- Bodily Injury and Property Damage Combined Single Limit: \$2,000,000
 - The “ADDL INSR” box shall be marked with “Yes” in the box.
 - The “SUBR WVD” box shall be marked with “Yes” in the box.
 - The Policy shall be in excess of the limits stated above.

C. Indemnification.

Indemnity/Hold Harmless. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, employees and agents as herein provided.

- D. Penalties. If this Contract is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.

1. Firm Proposal

All prices and other terms stated in this Contract are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Bid within 45 days after the date this sealed Contract is opened.

2. Bidders Representations and Warranties

In order to induce Owner to accept this Contract, Bidder hereby represents and warrants as follows:

- A. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract, including, without limitation, the performance standards set forth in Subsection 1B of this Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. Compliance with Laws. The Work, and all of its components, shall be provided, performed, and completed in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.
- C. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*
- D. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and

staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposal set forth above.

3. Acknowledgements

In submitting this Contract/Proposal, Bidder acknowledges and agrees that:

- A. Reliance. Owner is relying on all warranties, representations and statements made by the Bidder in this Contract.
- B. Reservation of Rights. Owner reserves the right to reject any and all bids, reserves the right to reject the low price bid, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. Acceptance. If this Contract is accepted, Bidder shall be bound by each and every term, condition or provision contained in this Contract and in Owners written notification of acceptance in the included in the bound set of documents.
- D. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity in this Contract/Proposal.
- E. Time. Time is of the essence of this Contract and, except where stated otherwise, reference in this Contract to days shall be construed to refer to calendar days.
- F. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Contract; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.
- G. Severability. The provision of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provisions, nor the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall in any way affected thereby.
- H. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. Assignment. Neither this Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. Governing Law. This Contract and the rights of the parties under this Contract shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. Prevailing Wage. The Village of Libertyville does NOT require prevailing wages for this work.

Bidder Status

Corporation State: ILLINOIS

Partnership State: _____

Individual Proprietorship: _____

Signature/Bidders Name:

TREES "R" US, INC *Nick Willis*

Doing Business as (if different):

Printed Name:

NICK WILLIS

Title/Position

VICE PRESIDENT

Bidders Business Address:

PO BOX 6014, WAUCONDA, IL 60084

Telephone 847-913-9069 Fax 847-487-3753

If a Corporation or Partnership, list all officers and partners:

Name	Title	Address
JENNI WILLIS	PRESIDENT	} 3605 WINDMERE LN JOANSBURG, IL 60051
NICK WILLIS	VICE PRESIDENT	
JENNI WILLIS	TREASURER	
NICK WILLIS	SECRETARY	

**VILLAGE OF LIBERTYVILLE
TREE REMOVAL CONTRACT
GENERAL CONTRACT CONDITIONS**

GENERAL CONTRACT CONDITIONS

All workers shall wear safety vest, approved by the Village, when operating on behalf of the Village within or on any rights-of-way within the Village of Libertyville.

1. All work shall be performed by trained, supervised personnel of the Contractor in accordance with accepted Horticultural Practices & Standards.
2. Adequate personnel and equipment shall be provided to permit the timely completion of all work.
3. For purpose of communication between Village representatives and the Contractor, all of the Contractor's crews shall have at least one (1) person who speaks fluent English.
4. All debris shall be removed from the site at the end of each day where work is performed.
5. The Contractor is required to comply with all applicable State, Village and Federal laws and ordinances and furnish, if necessary, the proper signs and barricades during maintenance operations.
6. Routine inspections of the work shall be made by the Village throughout the contract term. Any and all work not completed by the contractor to the specifications of this contract as identified by the Director of Public Works or his designated representative shall be given to the contractor and shall be completed to the satisfaction of the Village. No payment shall be made until all of the unfinished work is completed to the satisfaction of the Village.
7. Contractor shall not bill the Village for any remediation that had to be redone because of Contractor's neglect to meet the Specifications of the Contract or for work not performed to the reasonable satisfaction of the Village.
8. Payments to the Contractor shall be made on a monthly basis within sixty (60) days of receipt of invoices, provided all work for that month that has been completed and approved by the Village, subject to the terms and conditions of the Illinois Local Government Prompt Payment Act.
9. All decisions regarding contract information, assigned work, performance standards and payment and any other topics related to this contract shall be made by the Director of Public Works or his designated representative and his decision shall be considered binding and final.
10. The Contractor shall comply with the Detailed Specifications for Tree Removal, Stump Grinding and Parkway Restoration which are attached hereto and are thereby made a part hereof.

**VILLAGE OF LIBERTYVILLE
TREE REMOVAL CONTRACT
DETAILED SPECIFICATIONS FOR TREE REMOVAL**

DEFINITION OF TERMS

The following terms shall have the respective definitions set forth below in the Detailed Specifications and the other Contract Documents:

Wherever in the attached Specifications the term "the Owner" or "the Village" is used it shall be construed to mean the Village of Libertyville, Illinois, a Municipal Corporation and its duly authorized representatives.

Wherever herein the term "Director" is used it shall be construed to mean the Director of Public Works of the Village of Libertyville or his designated representative.

Wherever herein the term "Contractor" is used it shall be construed to mean the company or individual to whom the Contract for the tree removal work is awarded and its superintendents, workmen, agents, or assignees.

Wherever herein the term "work" or "services" is used it shall be construed to mean all phases of the operations required to complete tree removal as described in these Specifications.

Wherever herein the term "debris" is used it shall be construed to mean any and all material found in the work area that results from the work.

LOCATION OF WORK

The trees upon which the proposed work is to be performed are located within the corporate limits of the Village of Libertyville, Illinois.

SCOPE OF WORK

Work to be completed under these specifications includes the furnishing of all supervision, labor, materials, tools, equipment, and machinery necessary to complete the contract in accordance with these specifications. Cleanup and removal of all material resulting from such work shall be included in the prices quoted. Contractor shall exercise all necessary caution to insure the protection of vehicular and pedestrian traffic, as well as all public and private property.

In no case will the blocking or closing of a public street be permitted without first obtaining approval from the Director of Public Works or designated representative. The Contractor shall take all measures to adequately cover and protect all public and private property, in and around the area of the work to be done. As a result of any associated work, any damage to existing facilities or property, either public or private, shall be the responsibility of the Contractor.

All debris resulting from tree removal activities and other similarly related forestry operations shall be cleaned up each evening before the crew leaves for the day. This cleanup operation includes the removal of any and all waste product from all pervious and impervious surfaces, generated or deposited as a result of any and all tree maintenance activities including, but not limited to, the hauling away of all brush trimmings, tree branches, including logs, saw dust, equipment, and signs from all public and private property in and around the area of the work. The work area shall be left in as good or better condition than before the work commenced.

All material resulting from any tree removal operation shall be properly disposed of and hauled away by the Contractor outside the corporate limits of the Village. The Contractor shall provide his own disposal site for the brush and debris generated from any and all work associated with this contract.

All parkways, roadways, driveways, lawns, sidewalks, and all other items or areas, public or private, which are damaged as a result of tree removal activities, shall be restored by the Contractor, to the satisfaction of the Director of Public Works or his designated representative.

The Contractor shall follow and adhere to any and all Standard Practices and Safety Requirements as set forth in the latest edition of the ANSI A 300 and Z133.1 Standards.

No vehicles of any kind shall be placed, parked or operated upon or over any unpaved area or private property at any time except as authorized by the Director of Public Works or his authorized representative.

The Contractor shall furnish an Incident Report, in duplicate, which shall be used to notify residents/property Owners and the Village of any damage resulting from tree removal activities performed by the Contractor. In the event the Contractor damages any private property, the Lead Person shall complete an Incident Report. A copy shall be left with the property Owner at the time of the incident and a copy shall be delivered to the Public Works Department within 24 hours of the incident. The Contractor shall notify the Director of Public Works or his designated representative, immediately at the time of the incident. In the event the Contractor damages any public property, the Contractor shall notify the Director of Public Works or his designated representative, immediately at the time of the incident. In either case, the Contractor shall take the necessary action within a ten (10) day period of time to correct and/or repair any and all damage caused by the Contractor and/or its agents at the Contractor's sole cost and expense, and it shall be the sole responsibility of the Contractor to complete and/or reimburse the Village for any and all repairs. Prior to commencement of any such repair work, the Contractor shall secure the written approval of the Director of Public Works for approval of the means and manner of any such proposed repair work.

Should the Contractor fail to take the necessary action to correct and/or repair damage caused by the Contractor and/or its agents within a reasonable period of time as directed by the Director of Public Works or his designated representative, the Village may, at its own discretion, complete said repairs or corrections and the Contractor shall be held responsible to promptly reimburse the Village for all such repairs including any and all Village of Libertyville staff time associated with completion of this repair or correction.

Failure by the Contractor to either repair such damage or reimburse the Village for making such repair shall be deemed a default by the Contractor of its contract with the Village, and the Village, at its sole discretion, may withhold any payment(s) due the Contractor, may use any funds then due the Contractor to reimburse the Village for the cost of said repair, and/or may declare said contract null and void.

SUPERVISION AND SCHEDULING OF WORK

Within ten (10) days of contract award, the Contractor shall consult with the Director of Public Works, or his authorized representative, concerning the details and scheduling of the work contemplated herein, and shall be governed by the decisions of the Director of Public Works or his designated representative. The Contractor shall give personal attention to the work, and shall at all times have a competent foreman, superintendent, or other representative on the work site who is fluent in the use and understanding of the English language, and who shall have full authority to act for the Contractor and to receive and execute orders from the Director of Public Works or his designated representative. The Contractor must employ at least one I.S.A. Certified Arborist.

All crews shall have one designated Lead Person responsible for directing crew and following all terms and conditions of this Contract as detailed within.

From time to time the Village shall consult with the Contractor and this time shall be considered inconsequential to the Contract and no fees shall be charged for this work.

TREE REMOVAL

The Village shall provide a removal list to the Contractor via Fax and/or E-mail of all tree removal work. This notification will include: address, species, size, required action, and comments. It shall be the sole responsibility of the Contractor to coordinate with any and all other utility companies that may be in conflict with the tree removal process. Conflicts with other utility companies shall not be just cause for the Contractor to be delinquent with any removal work requirements as set forth in this Contract.

Trees in their entirety shall not be felled by the Contractor. Trunks and branches shall be removed in sections so they may be lowered safely to the ground.

The Contractor shall exercise due care at all times in removing limbs and trunks to minimize damage to public or private property and where necessary, trees shall be topped prior to complete removal. The removal of all trees is the responsibility of the Contractor, the disposal of which will be accomplished at his own expense and completed according to all laws and specifications as set forth in this Contract.

The Contractor shall Stump Grind and Restore Parkways as described in the Stump Grinding and R.O.W. Restoration specifications.

Village of Libertyville
Stump Grinding R.O.W. Restoration Specifications

The **Contractor** shall contact JULIE to obtain clearance/location of utilities in the parkway area where stump grinding is planned before stump grinding operations begin. The VOL will provide the contractor with an advance list of work/tree locations and addresses. It is the responsibility of the **Contractor** to verify stump grinding locations.

The **Contractor** shall grind stumps and basal flare with specialized equipment to a depth of 8" below existing grade. All exposed root material, (surface roots) greater than one inch in diameter shall be ground to minimum of 3" below surface level. Ensure that area surrounding stump and basal flare will be ground so that finished restoration will be on the same level as the surrounding parkway grade.

The **Contractor** shall ensure that all wood chips and debris generated by the grinding process are raked, removed and disposed of from the stump location per all IDA requirements. All surplus materials and chips are to be removed from the site within 5 days of stump grinding and the site left in a neat and orderly condition. Safety cones are to be immediately placed in the stump hole if the hole is to be left unfilled with soil for more than 4 hours. Sidewalk, curb, gutters, driveways and pavement areas adjacent to a removed stump will be left broom clean.

Quality pulverized topsoil shall be placed and compacted as best possible until original ground level is reached in all impacted areas of operations.

A starter fertilizer shall be applied at .5 lbs N per 1000 square feet. **Contractor** shall provide product label to Superintendent of Parks for approval prior to commencement of contract.

The disturbed areas shall be seeded with a blended seed mix consisting of 40% Bluegrass, 40% Perennial Ryegrass and 20% Annual Ryegrass containing less than .5% weed seed and less than 3% inert material. The rate of application shall be a minimum of 5 lbs. per 1000 square feet. **Contractor** shall provide product label to Superintendent of Parks for approval prior to commencement of contract.

To help aid in the establishment of the new seed, **Contractor** will ensure that the newly seeded area over the trunk and surface roots shall be covered with a fine layer of peat moss.

All trees designated for removal **shall be removed by 8-30-2014**. Failure to remove said trees within the time frame will automatically create a breach of contract and can be, if the Director of Public Works or his designated representative chooses, grounds for termination of the contract. **Damages due the Owner of \$150/day may be assessed for each day the tree remains within the Village beyond 8-30-2014.**

STRUCTURES ENCOUNTERED

The Contractor shall be entirely responsible and liable for all damages to any utility, structure, or area, including but not limited to natural gas, electricity, telephone, cable, water, sanitary and storm lines, existing structures, drains, sidewalks, curbs, fences, trees, culverts, and other structures of any kind, on public and private property, which was damaged as a result of work performed by the Contractor. It is the sole responsibility of the Contractor to contact J.U.L.I.E. to identify any and all buried utilities for the purpose of completing activities include, but not limited to, stump grinding, restoration, root pruning. It is the sole responsibility of the contractor to notify the Director of Public Works or his designated representative and the affected parties immediately of any damages resulting from tree work and to coordinate any and all repairs to the satisfaction of the affected entity.

PROTECTION OF WORK

The Contractor shall make provisions so far as practicable at all cross streets and private driveways for the free passage of vehicles and foot passengers by bridges or otherwise.

The Contractor shall provide and maintain proper barricades, fences, signal lights and watchmen to properly protect the work, persons, animals and property against injury. The Owner reserves the right to remedy any neglect on the part of the Contractor as regards the protection of the work after twenty-four (24) hours notice in writing; except in cases of emergency when it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from any money due or to become due to the Contractor. The Director of Public Works or his designated representative shall determine whether or not an emergency exists and his decision shall be considered final.

In addition, all employees shall wear an approved safety vest when working within any public Rights-of-Way.

All employees shall wear required protective equipment as prescribed in the latest version of the ANSI Standard Z.133.1.

CHANGE OF PLANS

If the Owner deems it proper or necessary in the execution of work to make any alteration which will increase or diminish the quantity of labor or material or the expense of the work, such alteration shall not annul or vitiate the contract or agreement hereby entered into, nor release the labor and materials to complete the contract as altered. The value of work as added or omitted shall be added to or deducted from the amount otherwise due the Contractor, as the case may be, and the determination of such value shall be based on the rates and prices named in the contract, when such rates and prices can equitably be applied; otherwise, the value shall be determined by mutual agreement between the Owner and the Contractor.

2014 TREE REMOVAL PROGRAM
ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this 24th day of June 2014.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF LIBERTYVILLE


By: Kevin Bowers
Village Administrator

CONTRACT EXTENSION ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") the 24th day of February, 2015 with Trees R Us Inc. to perform tree removal.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

Village of Libertyville

By: Kevin J. Bowens
Kevin J. Bowens,
Village Administrator

CONTRACT EXTENSION ACCEPTANCE

EMERALD ASH BORER (EAB) TREE REMOVALS

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this 22nd day of March, 2016 with Trees 'R' Us to perform EAB infested Ash tree removals for a cost not to exceed \$263,750.00.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

Village of Libertyville

By: _____

Kevin J. Bowens
Village Administrator



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Award Contract for 2016 Incinerator Stacks Demolition at the Cook House

Staff Recommendation: Award Contract, Authorize Village Administrator to Sign.

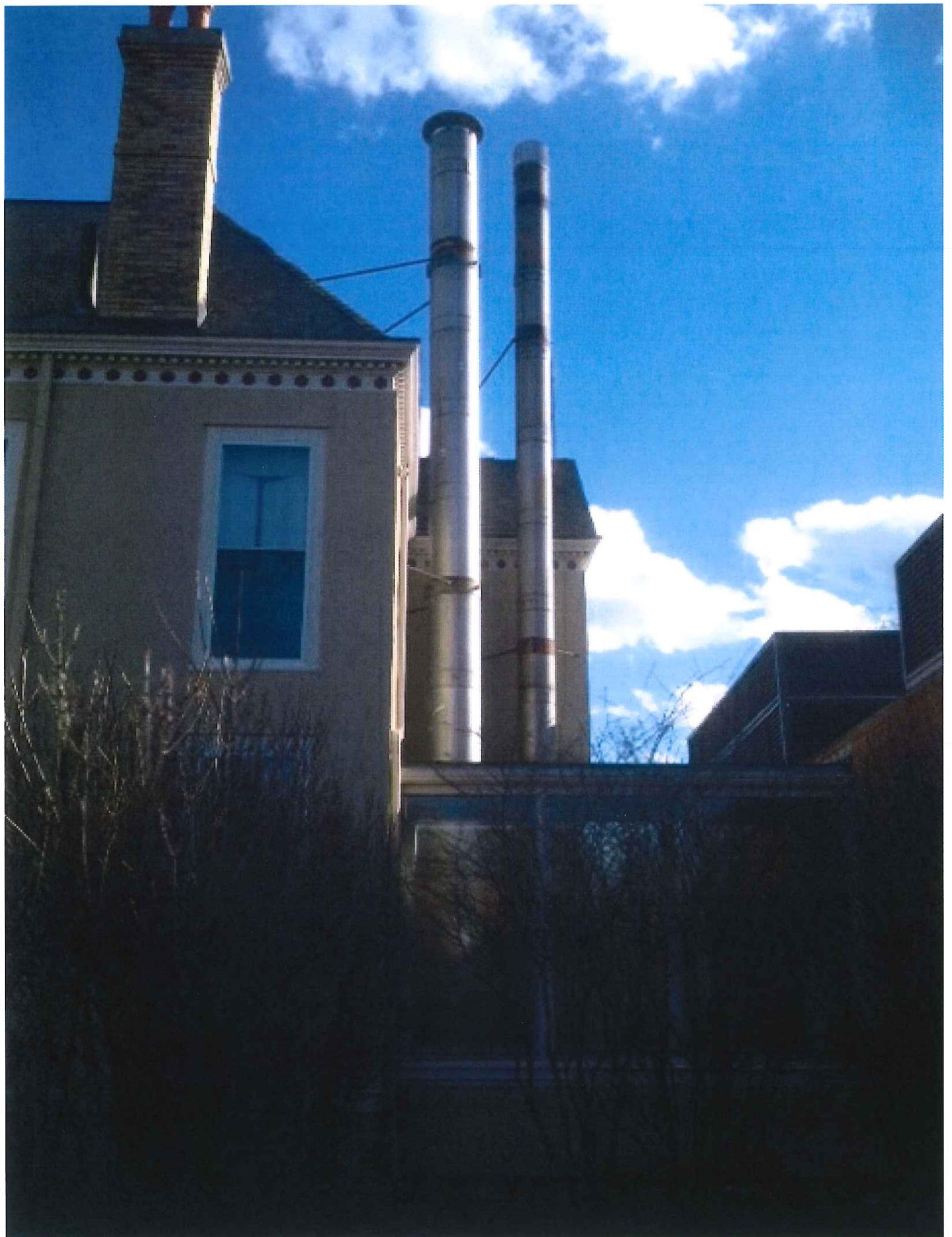
Staff Contact: John P. Spoden, Director of Community Development

Background: Two obsolete and unused concrete vent stacks located immediately behind the Cook House Museum at 413 N. Milwaukee Avenue are deteriorated and will soon become dangerous if not dismantled and removed. On February 25, 2016, three (3) bids were received for the removal of the stacks and the sealing of the underground portion. The bid tabulation shows Hezcorp as the lowest qualified bidder as follows:

Hezcorp Construction Services, Inc.	\$48,968.00
American Demolition Corporation	\$49,250.00
National Wrecking Company	\$49,750.00

Administrative Staff recommends that the Village Board authorize the Village Administrator to enter into a contract with Hezcorp Construction Services at a total cost of \$48,968.00 as detailed in the attached proposals. The 2015-16 Village Budget includes \$80,000.00 for this project.

To approve, a simple majority of the Corporate Authorities is required (four positive votes).



**VILLAGE OF LIBERTYVILLE
CONTRACT / PROPOSAL FOR
THE
2016 INCINERATOR STACKS DEMOLITION**

COVER SHEET

- Cover Sheet
- Request for Proposals
- Bid Bond Form
- Attachment A – Description of Work and Work Site
- Attachment B – Village of Libertyville General Special Provisions and Specifications
- Attachment C – List of Drawings / Documents
- Attachment D - Special Project Requirements
- Village of Libertyville Performance Bond Form
- Village of Libertyville Sample Insurance Form

**VILLAGE OF LIBERTYVILLE
CONTRACT / PROPOSAL FOR
THE
2016 INCINERATOR STACKS DEMOLITION**

Request for Proposals

Owner will receive sealed proposals for the Work general described as follows:

PROPOSALS SHALL BE SUBMITTED BY OR BEFORE 10:00 A.M., local time
THURSDAY, FEBRUARY 25, 2016 to:

Village of Libertyville
Department of Community Development
200 East Cook Avenue
Libertyville, IL 60048-2090
Attention: John P. Spoden, Director of Community Development

There will be a mandatory pre-bid meeting for this project **Monday February 8, 2016**, 10:00 a.m. at Village Hall, 118 West Cook Ave., Libertyville IL 60048. Any potential bidder for this project must be at the pre-bid meeting and any bid received by the Village of Libertyville who failed to attend the pre-bid meeting will be returned unopened to the bidder.

Any questions relating to the bid drawings and specifications, please call Architect, Kurt Hezner, The Hezner Corporation at 847-918-3800 extension 110.

Sealed Bids will be publically opened and read on **Thursday, February 25, 2016 at 10:00 a.m.** (local time) at 200 E. Cook Ave, Libertyville, IL 60048.

Inspection and Examination

The Contract/Proposal form may be examined at the Office- of Owner's Director of Community Development, as noted above. A copy of the Contract/Proposal form may be purchased at the Office of the Owner's Director of Community Development for \$50.00 per set, which fee is non-refundable. In making copies of the Contract / Proposal form available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other purpose.

Preparation of Proposals

All proposals for the Work shall be made only on the Contract/Proposal form attached to this Request for Proposals. All proposals must be signed by an authorized official. Proposals which contain omissions, erasures, alterations, or additions not called for, conditional or alternate bids unless called for, or that contain irregularities of any kind may be rejected. The attention of Prospective Bidders is directed to the Special Instructions to Bidders (in Attachment D to the Contract/ Proposal) regarding the completion of the Schedule of Prices sections.

Clarifications

Owner reserves the right to make clarifications, corrections, or changes in this Request for Proposals-at any time prior to the time proposals are opened. All Prospective Bidders will be informed of said clarifications, corrections, or changes.

Delivery of Proposals

Each proposal shall be **submitted in a sealed envelope plainly marked "Sealed Bid –"2016 INCINERATOR STACKS DEMOLITION"**, along with Bidder's full legal name, and shall be addressed and delivered to the place and before the time set forth above. Proposals may be delivered by mail or in person. Proposals received after the time specified above will be returned unopened.

Opening of Proposals

Proposals will be publicly opened and read at the time and place specified above. Bidders, their authorized agents, and interested parties are invited to be present

Proposal Security

Proposals shall be accompanied by a security deposit of at least five percent (5%) of the Proposal in the form of (1) a Cashier's Check or Certified Check drawn to a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond of at least five percent (5%) of the proposal in the form provided in the Contract/Proposal attached to is Request from a surety company licensed to do business in the State if Illinois.

Withdrawal of Proposals

No proposal shall be withdrawn for a period of 45 days after the opening of any proposal.

Rejection of Proposals

Proposals that are not submitted on the Contract/Proposal form or that are not prepared in accordance with these Instructions to Bidders may be rejected. If not rejected, Owner may demand correction of any deficiency and accept the deficiently prepared proposal upon compliance with these Instructions to Bidders.

Acceptance of Proposals

Proposals submitted are offers only and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the bidders.

The attention of Prospective Bidders is directed to the Special Instructions to Bidders (in Attachment D to the Contract/ Proposal) regarding -Owner's Consideration and Acceptance of Contract/Proposals. Owner reserves the right to accept any proposal that is, in its judgment, the best and most favorable to the interests of Owner and to the public; to reject the low price proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposal process; provided, however, the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defect or informality. Bidders should not rely upon, or anticipate, such waivers in submitting their proposal.

Upon acceptance of a successful Bidder's proposal by Owner, said proposal, together with Owner's notification of acceptance in the form attached to this Request for Proposals, shall become the Contract for the Work.

Bonds, Insurance, Prevailing Wages

Please note that Performance Bond(s), Labor and Materials Payment Bond(s), Insurance, and Prevailing Wage Requirements may apply as indicated in the Contract/Proposal Form.

DATED this 1st day of February, 2016
VILLAGE OF LIBERTYVILLE

By: John P. Spoden
Director of Community Development

**VILLAGE OF LIBERTYVILLE
CONTRACT / PROPOSAL FOR
THE
2016 INCINERATOR STACKS DEMOLITION**

Hezcorp Construction Services, Inc.

(Full Name of Bidder)

678 Broadway Street, Suite 100

(Principal Office Address)

Libertyville, IL 60048-2325

(Local Office Address)

Contact Person Kurt E. Hezner

Telephone: 847-918-3800 x110

Facsimile: 847-549-7633

TO: Village of Libertyville ("Owner")
Department of Community Development
200 East Cook Avenue
Libertyville, IL 60048-2090
Attention: John P. Spoden
Director of Community Development

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1 [If none, write "NONE"], which are securely stapled to the end of this Contract/Proposal.

1. Work Proposal

A. Contract and Work. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Contract / Proposal and Owner's written notification of acceptance in the form included in this bound set of documents, all of the following, all of which is herein referred to as the "Work";

1. Labor, Equipment Materials and Supplies.

Provide, perform, and complete, in the manner specified and described in this Contract/Proposal, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data and other means and items necessary for the construction of **2016 INCINERATOR STACKS DEMOLITION**. A more complete description of the Work and

Work Site is attached hereto and by this reference incorporated herein and made a part of the Contract/Proposal as Attachment A.

2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;

3. Bonds and Insurance. Procure and furnish all bonds and all insurance certificates specified in this Contract/Proposal;

4. Taxes. Pay all applicable federal, state, and local taxes;

5. Miscellaneous. Do all other things required of Bidder by this Contract/Proposal; and

6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional and construction practices, in full compliance with, and as required by or pursuant to

this Contract/Proposal, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged, and first quality equipment, materials, and supplies ..

- B. Proposal Standards If this Contract/Proposal is accepted, Bidder proposes, and agrees, that all Work shall be fully provided, performed, and completed in accordance with the Specifications and Special Provisions ,attached hereto as Attachment B, the Drawing / Documents attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D, which attachments are by this reference incorporated herein and made a part of this Contract/Proposal.
- C. Responsibility for Damage or Loss. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be responsible and liable for, and shall promptly and without charge to Owner repair or replace, damage done to, and any loss or injury suffered by, Owner, the Work, the Work Site, or other property or persons as a result of the Work.
- D. Inspection/Testing/Rejection. Owner shall have the right to inspect all or any part of the Work and to reject all or any part of the Work that is, in Owner's judgment, defective or

damaged or that in any way fails to conform strictly to the requirements of this Contract/Proposal and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, perform, or have performed all Work necessary to complete or correct all or any part of the Work that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part .of any Order or this Contract/Proposal. Work so rejected may be returned or held at Bidder's expense and risk.

2. Contract Price Proposal

If this Contract/Proposal is accepted, Bidder proposes and agrees, that Bidder shall take in-full payment for all Work and other matters set forth under Section 1 including overhead -and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth below:

- A. Unit Price Contract. For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price item:

2016 INCINERATOR STACKS DEMOLITION

SCHEDULE OF PRICES:

ITEM NO	ITEMS	UNITS /QTY	UNIT PRICE	AMOUNT
1	Incinerator Stacks Demolition Package	1	LUMP SUM	\$ 48,968.00
2				\$
TOTAL				\$ 48,968.00

BIDDER'S TOTAL:

Forty Eight Thousand Nine Hundred Sixty Eight and no/100
 (Contract Amount in Writing)

\$48,968.00

(Contract Amount in Figures)

Clarifications to Bid Attached (Page 5):

B. Basis for Determining Prices - It is expressly understood and agreed that:

1. All prices stated in- the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes and no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in the Schedule of Prices; and
4. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price item installed complete in place in full compliance with this Contract/Proposal, and that all claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, is hereby waived and released.

C. Payment - It is expressly understood and agreed that an payments shall be made in accordance with the following schedule:

1. Progress Payment

General. - Owner shall pay to Bidder 90 per-cent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Payment by Owner shall not exceed 90 percent of the Contract Price.

Value of Work. - The Value of the Work shall be determined as follows:

Unit Price Items: - For all Work to be paid on a unit price basis, the value of such

Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the Unit Price-set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in the Attachments to this Contract/Proposal or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Bidder. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance of the Work.

2. Final Payment and Final Acceptance:

Final Acceptance - The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract/Proposal. Upon receipt of Bidders Notice of Completion, Owner shall make a review of the Work and notify Bidder in writing of all Punch List Work, if any, to be completed or corrected. Following Bidder's completion or correction of all Punch List Work, Owner shall make another review of the Work, and prepare and deliver to Bidder either a written notice of additional Punch list Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

Final Payment - As soon as practicable after Final Acceptance of the Work, Bidder shall submit to Owner a properly completed final Pay Request ("Final Pay Request"). Owner shall pay to Bidder the balance of the Contract Price, after deducting there from all charges against Bidder as provided for in this Contract/Proposal ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Bidder of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Bidder for anything done,

furnished for, arising out of, relating to, or in connection with the Work, or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

All payments may be subject to deduction or setoff by reason of any failure of Bidder to perform under this Contract/Proposal. Each payment shall include Bidder's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and Bidder's certification that all prior payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

3. Contract Time Proposal

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall commence and complete the Work in accordance with the schedule in Attachment A

4. Financial Assurance

a. Bonds. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide, from a surety company acceptable to Owner, a Performance Bond on the form provided by Owner and included in Attachment D - Special Project Requirements. The Bond shall be executed in triplicate by Bidder and Surety, and returned to Owner within 10 days following Owner's acceptance of this Contract/Proposal.

b. Insurance. If this Contract/Proposal is accepted, Bidder proposes, and agrees-, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidder's duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while

providing, performing, or completing the Work are as follows:

1. Workers' Compensation. And Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory Employer's Liability:

- \$500,000 ea. accident-injury
- \$500,000 ea. employee-disease
- \$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than:

- \$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

- \$1,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" basis. Coverage to include:

- Premises Operations
- Products/Completed Operations
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement "X," "C," and "U"

- Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

- \$2,000,000 Bodily Injury and Property Damage Combined Single Limit.

- This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.
- c. Indemnification. If this Contract / Proposal is accepted, Bidder proposes, and agrees, that Bidder shall indemnify, save harmless, and defend Owner against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof, or any failure to meet the representations and warranties set forth in Section 6 of this Contract/Proposal.
 - d. Penalties. If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Bidder's performance of, or failure to perform, the Work or any part thereof.
5. Firm Proposal
All prices and other terms stated in this Contract/Proposal are firm and shall not be subject to withdrawal, escalation, or change provided Owner accepts this Contract/Proposal within 45 days after the date this sealed Contract/Proposal is opened.
 6. Bidder's Representations and Warranties
In order to induce Owner to accept this Contract/Proposal, Bidder hereby represents and warrants as follows:
 - a. The Work. The Work, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Contract / Proposal, including, without limitation, the performance standards set forth in Subsection 1B of this Contract / Proposal; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Contract/Proposal and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto Owner.
 - b. Compliance with Laws. The Work and all of its components, shall be provided, performed, and completed in compliance with; and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. Not less than the prevailing rate of wages shall be paid to all laborers performing work on this project. A copy of Owner's "Ordinance Ascertaining the Prevailing Rate of Wages," and a Wage Schedule in effect as of the date of the Request for Proposals, is attached hereto as part of Attachment D - Special Project Requirements.
 - c. Not Barred. Bidder is not barred by law from contracting with Owner or with any other unit of state or local government as a result of (t) a delinquency in the payment of any tax administered by- the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.
 - d. Qualified. Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above.
 7. Acknowledgments
In submitting this Contract/Proposal, Bidder acknowledges and agrees that:
 - a. Reliance. Owner is relying on all warranties, representations, and statements made by Bidder in this Contract/Proposal.
 - b. Reservation of Rights. Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves

such other -rights as are set forth in the Instructions to Bidders, and the Special Bidding Instructions in Attachment D - Special Project Requirements.

- c. Acceptance. If this Contract/Proposal is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Contract / Proposal and in Owner's written notification of acceptance in the form included in this bound set of documents.
- d. Remedies. Each of the rights and remedies reserved to Owner in this Contract/Proposal shall be cumulative and additional to any other or further remedies provided in law or equity or in this Contract/Proposal.
- e. Time. Time is of the essence of this Contract/Proposal and, except where stated otherwise, references in this Contract/Proposal to days shall be construed to refer to calendar days.
- f. No Waiver. No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this contract/Proposal; nor any information or data supplied by Owner, whether before or after Owner's acceptance of this Contract / Proposal; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Contract/Proposal; nor any other act or omission of Owner shall constitute or be deemed

to be an acceptance of any defective, damaged, or nonconforming Work, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder; or of any requirement or provision of this Contract/Proposal; or of any remedy, power, or right of Owner.

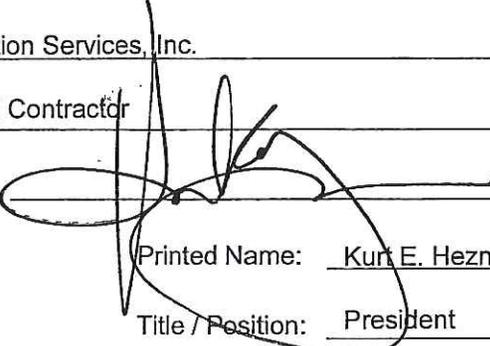
- g. Severability. The provisions of this Contract/ Proposal shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract / Proposal shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract/Proposal shall be in any way affected thereby.
- h. Amendments. No modification, addition, deletion, revision, alteration, or other change to this Contract/Proposal shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- i. Assignment. Neither this Contract/Proposal, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- j. Governing Law. This Contract/Proposal, and the rights of the parties under this Contract/Proposal shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois

Dated its 25th day of February, 2016

Bidders Status: Corporation () Partnership () Individual Proprietor
(State) Illinois (State)

Bidders Name: Hezcorp Construction Services, Inc.

Doing Business As (if different): General Contractor

Signature of Bidder or Authorized Agent: 

(Corporate Seal)

Printed Name: Kurt E. Hezner

(if Corporation)

Title / Position: President

Bidders Business Address: 678 Broadway Street, Suite 100

Libertyville, IL 60048-2325

Bidder's Business Telephone 847-918-3800 x110 Facsimile: 847-549-7633

If a Corporation or Partnership, list all Officers or Partners in the table below:

Name	Title	Address
Kurt E. Hezner	President	678 Broadway St., #100, Libertyville, IL
Scott K. Hezner	Vice-President	678 Broadway St., #100, Libertyville, IL

**VILLAGE OF LIBERTYVILLE
CONTRACT / PROPOSAL FOR
THE
2016 INCINERATOR STACKS DEMOLITION**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Hezcorp Construction Services, Inc.
(Full Name and Address of Bidder)

as Principle, hereinafter called Bidder, and

West Bend Mutual Insurance Company, 8401 Greenway Blvd, Ste 1100, Middleton, WI 53562
(Full Name and Address of Surety)

as Surety, a corporation organized and existing under the laws of the State of Wisconsin hereinafter called Surety, are held and firmly bound unto Village of Libertyville, 118 West Cook Avenue, Libertyville, Illinois 60048, as Obligee, hereinafter called Owner, in the full and just sum of at least 5% of the proposal amount ^{Forty Eight Thousand Nine} ~~Hundred Sixty Eight~~ Dollars (\$ 48,968.00) for the payment of which sum of money well and truly to be made, Bidder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has submitted a Proposal dated February 25, 2016, to Owner entitled "CONTRACT/PROPOSAL FOR THE 2016 INCINERATOR STACKS DEMOLITION" (the "Contract / Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Bidder shall timely submit all additional information that is required of it and, if the Contract/Proposal shall be accepted by Owner, Bidder shall (1) timely submit all the Bonds and all the certificates of insurance required of it, (2) timely execute all other required documentation related to the Contract/Proposal, and (3) in all other respects, perform the agreement created by Owner's acceptance of the Contract/Proposal, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that the obligations of Surety under this bond shall be in no way impaired or affected by any extension of the time within which Owner may accept the Contract/Proposal, and Surety does hereby waive notice of any such extension.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Bidder in order to be entitled to receive the proceeds of this bond:

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 24th day of February 2016

Attest / Witness:

By: [Signature]

Title: Office Manager

By: [Signature]

PRINCIPAL

KATE HEZNER PRINCIPAL

Attest / Witness:

By: [Signature]

Title: Office Manager

By: [Signature]

SURETY

Nina Aguilar



2316389

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

NINA AGUILAR

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Pully
James J. Pully
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co, WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 25 day of February, 2016



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer

**VILLAGE OF LIBERTYVILLE
CONTRACT / PROPOSAL FOR
THE
2016 INCINERATOR STACKS DEMOLITION**

ATTACHMENT A

DESCRIPTION OF WORK AND WORK SITE:

Location of Improvements

The incinerator stacks are location immediately to the west of the Cook House Museum and east of the Cook Park Library on the grounds of the Cook Park at 413 N. Milwaukee Avenue, Libertyville, IL 60048.

Description of Improvements

This work involves the removal of the two vent stacks and altering the underground portion and other work as described in the Drawings / Documents prepared by The Hezner Corporation

Work Commencement and Completion Schedule

Commencement Date: 30 calendar days following the Owner's acceptance of this Contract/Proposal (or the actual date work is started, whichever occurs first), provided Bidder to whom the Work has been awarded shall have furnished to Owner all bonds and insurance certificates specified in this Contract/Proposal.

Completion Date: Work shall be completed within 30 calendar days following the Commencement Date, plus extensions, if any, authorized by Owner.

Contractor shall submit a detailed progress / completion schedule prior to starting the Work and this schedule will need to be coordinated with the schedules of the Cook House Museum, the Cook Park Library, and Cook Park. It is anticipated that the work will be complete before the end of March 2016.

**VILLAGE OF LIBERTYVILLE
CONTRACT / PROPOSAL FOR
THE
2016 INCINERATOR STACKS DEMOLITION**

ATTACHMENT B

SPECIAL PROVISIONS AND SPECIFICATIONS

VILLAGE OF LIBERTYVILLE GENERAL SPECIAL PROVISIONS:

Instructions to Contractor

The Contractor shall accept instruction, either verbal or written, only from personnel of Owner's Community Development Department, or from person authorized by Owner to act on its behalf. Additionally, the Contractor shall obey all orders or directive issued by personnel from Owner's Police or Fire Departments acting in their official capacities.

Occupation and Use of the Work Site

The Contractor shall:

- A. Confine operations at the Work Site to areas permitted by law, ordinances, permits, and the Contract Documents.
- B. Not load or permit any part of a structure to be subjected to any force that will endanger its safety.
- C. Assume responsibility for the protection and safekeeping of equipment, materials; and products stored at the Work Site. During non-working times, the Contractor's equipment at the Work Site shall be parked so as to minimize inconvenience to the general public or other contractors. Staging or storage of materials at the Work Site shall not interfere with the operations of the Village of other contractors, or impede the safe movement of vehicular traffic or pedestrians. If space limitations at the Work Site preclude the safe storage of the materials and products necessary for the Work, the Contractor shall be responsible to obtain the additional storage or work areas needed.
- D. Be solely responsible for conducting the Work in a safe manner, and for adequately protecting the general public from hazards at the Work Site. The Contractor shall provide, erect and maintain sufficient barricades, flagging, temporary fencing, lights and related devices when work is in progress. At all times when Work is not in progress, all open trenches and other excavations extending below the pavement sub grade shall be protected by means of an adequately supported barrier and fence at least 72" in height.
- E. Not discharge smoke, dust, or other contaminants in to the atmosphere, or fluids or materials into any sanitary sewer, storm sewer, or waterway as will violate the regulations of any legally constituted authority.
- F. Provide suitable toilet facilities at the Work Site in a location acceptable to Owner. The facility shall be kept in a clean and sanitary condition, and serviced at a frequency commensurate with the level of use.
- G. At all times keep the Work Site clean of rubbish, paper and other debris. A suitable refuse container shall be provided for disposal of food wrapping; garbage, and any other rubbish created by the Work or by the Contractor's employees. The refuse container shall be emptied regularly.
- H. Not permit the consumption of alcohol at the Work Site.

Working Hours

Unless authorization for extended hours has been obtained in writing from the Owner, or is specifically provided for elsewhere within the contract documents, the Contractor shall restrict his working operations to

the hours between 7:00 o'clock a.m. and 6:00 o'clock p.m. or sundown, whichever is earlier, Monday through Saturday, except that these limits may be extended up to one-half hour for the purpose of setting up or removing temporary traffic control devices. These restrictions shall not apply to the maintenance or operation of safety and traffic control devices which are required to remain in place during non-working hours, or to work of an emergency nature. Nothing in this paragraph shall be interpreted or construed to supersede the requirement to reopen all lanes during legal holiday periods (Article 107.09 of the Standard Specifications).

Through their permitting authority, the Illinois Department of Transportation or the Lake County Division of Transportation may impose additional restrictions on the hours during which Work located within the rights-of-way under their respective jurisdictions may be conducted. Any restrictions or conditions stipulated by these agencies in conjunction with and as part of the Highway Permits issued by them will supersede those specified in the preceding paragraph.

Accommodations to the Public

The convenience of the general public and the owners of property abutting each Work Site shall be provided for in an adequate and satisfactory manner.

During the progress of the Work, the Contractor shall maintain access to abutting properties to the greatest extent practical.

Where the Work will require closure of a driveway serving a single-family residence, the Contractor shall provide the resident with written notice at least 24 hours in advance of the driveway closure. The notice shall include the beginning date and the anticipated duration of the closure. The Contractor shall also provide a final, verbal notification immediately prior to closing the driveway, to allow for the moving of vehicles.

Where the Work will require closure of a driveway serving a multi-family, commercial or industrial building, the Contractor and the Village will coordinate with the property manager, business owner, or other designated representative to establish a schedule for driveway closures. To the greatest extent practical, the schedule should be arranged so that closures avoid periods of heavy use. At properties which have multiple points of access, the Work shall be sequenced so that not more than one driveway is closed at a time.

The Contractor shall schedule his operations so as to minimize the duration of driveway and walkway closures.

The cost to the Contractor to comply with the requirements of this provision will be considered incidental to the Contract, and no additional compensation will be made.

Protection of Utilities. Co-operation with Utilities

The Contractor shall notify all utilities at least 48 hours prior to commencement of any construction.

All existing utilities shall be protected, supported, maintained in service and restored to the condition in which they were found, all at no extra remuneration. Utilities are defined as including, but not limited to, all wiring, piping, conduit and related structures used for the collection, conveyance, or distribution of potable or non-potable water, sewerage, storm water, natural gas, petroleum products, steam, electric power, telephone or communication transmission, or any other substance or signal.

All underground utilities may not be shown on the Plans. The Contractor shall be responsible to satisfy himself as to the existence, nature and location of all utilities and appurtenances, prior to beginning the Work. Where the Contractor deems it necessary to determine the exact location of an existing utility or other underground structure, the Contractor shall exercise all reasonable precautions against damage to existing utilities when making any such examination.

Where any utility, including individual services and connections, is endangered, disturbed or damaged, the utility owner shall be notified by the Contractor. The Contractor shall cooperate with the utility and lend all possible assistance in maintaining or restoring service.

Where the location of utilities interferes with the proposed work to the extent that either the design must be altered or the utility adjusted, the Engineer shall be notified.

The Contractor shall cooperate with the utility during any, adjustment, temporary relocation, reconstruction, removal or abandonment of their respective facilities.

Protection of Trenches and Excavations

The Contractor is responsible to protect open cut trenches and other excavations as required by State or Federal Law for the protection of life, property and the Work. Protection shall comply with the requirements of the Occupational Safety and Health Administration Standards (OSHA) for construction.

Trenches shall be sheeted or braced in a substantial and effective manner. Where conditions permit, a trench box approved by OSHA may be used. Sheeting or bracing shall not be removed until after backfilling has been completed to a level which will permit its safe removal.

At all times when Work is not in progress, all open trenches and other excavations shall be protected by means of an adequately supported barrier or fence at least 48" in height. The Contractor shall adequately monitor each Work Site to ensure that protective barriers are in place at all times, including weekends and holidays, during the time the Contract is in force.

The cost of protecting trenches and excavations shall be considered incidental to the Contract, and no additional compensation will be allowed.

Dust and Mud Control

The Contractor is responsible to take all necessary precautions to control dust and mud associated with the work, subject to the approval of the Engineer. In dry weather, spray dusty areas with water to control dust, or apply calcium chloride (minimum chemical content of 77% calcium chloride) at the rate of 3 LB/SQ YD of surface covered.

Pavements impacted by construction shall be cleaned using mechanical street sweeping equipment. The frequency of pavement cleaning shall be commensurate with the level of construction activity and weather conditions. Should the Contractor fail to provide for adequate cleaning of pavements; the Engineer may arrange for cleaning, the cost of which will be deducted from payments made to the Contractor.

During or following inclement weather, the Contractor shall take appropriate steps to minimize the tracking of mud onto streets and highways. When, in the opinion of the Engineer, the Contractor's operations are resulting in excessive amounts of dirt or mud being deposited or tracked onto pavements, the Engineer may order the cancellation or suspension of the day's Work. If work is shut down, the Contractor shall adequately clean pavements prior to leaving the Work Site.

The cost for dust and mud control shall be considered incidental to the Contract and no additional compensation will be made.

Protection of Existing Drainage Facilities During Construction

The Contractor shall strive to keep all gutters, drainage structures, drainage swales or ditches free of debris resulting from construction operations. Any loose or erodible material deposited in a drainage swale or ditch shall be removed before the close of each working day. At the conclusion of construction operations, all drainage structures and flow lines shall be free from dirt and debris. This work shall be considered incidental to the contract, and no additional compensation will be allowed.

Protection of Trees and Shrubs

The Contractor shall exercise extra care when operating equipment around trees, shrubs and bushes. Equipment shall not be parked, nor shall materials or soil be placed within the "drip-line" of any tree, except as approved by the Engineer. Bushes, shrubs and pliable tree limbs which interfere with equipment clearance shall be temporarily tied or held back wherever possible in lieu of trimming or pruning. Where the Engineer authorizes selective trimming or pruning, only the minimum necessary shall be done. Pruning shall be in accordance with standard urban forestry practice, and will be subject to approval by the Village's staff arborist.

Where indicated on the Drawings; and elsewhere as the Engineer deems it necessary, the Contractor shall erect temporary fencing to protect tree root zones. The temporary fencing shall be located at the drip-line, except where excavation will encroach on the root zone. Where individual trees have overlapping root zones, it is usually more effective to fence groups of trees together.

Where equipment must be maneuvered or materials handled close to trees, the Contractor shall protect tree trunks from damage with tree guards. Tree guards shall consist of either dressed or rough-sawn lumber, having a minimum 2" nominal thickness and 4" nominal width, wired in place. Lumber pieces shall be spaced

as needed to ensure that wire does not make contact with the tree trunk. tree guards shall be removed as soon as equipment will no longer be working near the tree.

Where excavation will occur within the drip-line, the Engineer will require root pruning be done prior to any excavation. No machine excavation or wheel traffic will be permitted beyond the limits established by the root pruning.

Placement and maintenance of protective fencing and tree guards, and selective pruning of trees and shrubs shall all be considered incidental to the Contract and no additional compensation will be allowed. Where root pruning is required, it will be measured and paid for separately.

The Contractor shall be responsible for damage to or the loss of any plant material not specifically designated to be removed. The penalty for removal of or damage to trees or shrubs not designated for removal will be as follows:

- A. Small trees (up to 4 inches in diameter), bushes, and shrubs - Shall be replaced in kind and size at the Contractor's expense. Replacement trees shall be furnished balled and burlapped. All planting shall be done in accordance with Section 253 of the Standard Specifications.
- B. Tree greater than 4 inches in diameter - Damages at the rate of one hundred fifty dollars (\$150.00) per inch of trunk diameter will be assessed against the Contractor. In addition, the Contractor shall reimburse the Village of Libertyville for any and all costs associated with corrective work to remediate damage. Corrective work may include, but is not limited to pruning, tracing wounds, watering, root feeding, hauling and disposal costs, etc.

Water for Construction

Unless specifically authorized by Owner's Superintendent of Public Works or his designee, fire hydrants within and adjacent to the Work Site shall not be used to obtain water for construction work. Persons caught tampering with any hydrant, or otherwise obtaining water illegally, shall be subject to a fine of two hundred dollars (\$200) for each offense. Water for construction is available to the Contractor without cost from the Public Works Department Maintenance Facility, located at 600 North Avenue. The Contractor is responsible for transporting of all water to the Work Site.

The Contractor may seek permission from adjacent property owners to obtain small volumes of water. Using or attempting to use water without the property owner's permission will constitute unlawful trespass.

The Contractor may furnish water from his own sources, at no expense to the Village.

Open Fires

No open fires will be permitted. No welding, flame cutting or other operations involving the use of flame, arcs or sparking devices will be allowed without adequate protection and permission of the Owner.

Protection of Cook Park

Protection of Cook Park lawns, plantings, underground sprinkler systems and paver paths shall all be protected from construction vehicles, lifts, cranes, etc. with plywood and other necessary means to the satisfaction of the Libertyville Public Works Department.

**VILLAGE OF LIBERTYVILLE
 CONTRACT / PROPOSAL FOR
 THE
 2016 INCINERATOR STACKS DEMOLITION**

ATTACHMENT C

LIST OF DRAWINGS / DOCUMENTS

The drawings / documents listed below are by The Hezner Corporation and by this reference are incorporated herein and made a part of this contract/proposal.

Sheet / Division No.	Sheet / Division Title	Date Last Revised
DRAWINGS		
GI001	Cover Sheet	1/27/2016
AD101	Partial Plan, Enlarged Plan, Elevations	1/27/2016
PROJECT MANUAL		
00	Procurement and Contracting Requirements	1/27/2016
01	General Requirements	1/27/2016
02	Existing Conditions	1/27/2016
03	Cast In Place Concrete	1/27/2016
05	Metal Fabrication	1/27/2016
07	Thermal & Moisture Protection	1/27/2016
09	Finishes	1/27/2016
31	Earthwork	1/27/2016
32	Exterior Improvements	1/27/2016

**VILLAGE OF LIBERTYVILLE
CONTRACT / PROPOSAL FOR
THE
2016 INCINERATOR STACKS DEMOLITION**

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

Bond

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide a Performance Bond, on the form provided by Owner, from a surety company acceptable to Owner, in the penal sum of the Contract Price, within 10 days following Owner's acceptance of this Contract/Proposal.

Insurance

If this Contract/Proposal is accepted, Bidder proposes, and agrees, that Bidder shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth below within 10 days following Owner's acceptance of this Contract/Proposal. Such policies shall be in form, and from companies, acceptable to Owner. The insurance coverages and limits set forth below shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Bidders duty to carry adequate insurance or on Bidder's liability for losses or damages under this Contract/Proposal. The minimum insurance coverages and limits that shall be maintained at all times while providing, performing, or completing the Work are as follows

1. Workers' Compensation and Employer's Liability

Limits shall not be less than:

Worker's Compensation: Statutory Employer's Liability:
\$500,000 ea. accident-injury
\$500,000 ea. employee-disease
\$500,000 disease-policy

Such insurance shall evidence that coverage applies to the State of Illinois.

2. Comprehensive Motor Vehicle Liability

Limits for vehicles owned, non-owned or rented shall not be less than: \$1,000,000 Bodily Injury and Property Damage Combined Single Limit

3. Comprehensive General Liability

Limits shall not be less than:

\$1,000,000 Bodily Injury and Property Damage Combined Single limit

Coverage is to be written on an "occurrence" basis. Coverage to include:

Premises Operations
Products/Completed Operations
Independent Contractors
Personal Injury (with Employment Exclusion deleted)
Broad Form Property Damage Endorsement
"X," "C," and "U" (Required for Part 2 Work only)
Contractual Liability

Contractual Liability coverage shall specifically include the indemnification set forth below.

4. Umbrella Liability

Limits shall not be less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

This Policy shall apply in excess of the limits stated in 1, 2, and 3 above.

See Certificate of Insurance Template attached.

The Village of Libertyville shall be named Additional Insurance: Village of Libertyville, its officials, employees, agents and volunteers.

General contractor shall provide CG2010 or CG 2026 additional insured endorsement along with certificate of insurance.

Prevailing Wage Ordinance and Schedule

A copy of owner's Ordinance No. 15-0-47, AN ORDINANCE ASCERTAINING THE PREVAILING RATE OF WAGES IN LAKE COUNTY FOR VILLAGE PUBLIC WORKS PROJECTS is attached hereto, along with a prevailing wage schedule in effect on the date of the Request for Proposals.

Special Instructions to Bidders

The following special instructions to bidders are in addition to and supplement the requirements contained within the general instructions to bidders section of the Bid Package:

Bidders are required to bid all work items in the Schedule of Prices. All work awarded will be in a single contract.

**VILLAGE OF LIBERTYVILLE
CONTRACT / PROPOSAL FOR
THE
2016 INCINERATOR STACKS DEMOLITION**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____, as Principle, hereinafter called Contractor, and _____, as Surety, a corporation organized and existing under the laws of the State of _____ hereinafter called Surety, are held and firmly bound unto Village of Libertyville, 118 West Cook Avenue, Libertyville, Illinois 60048, as Obligee, hereinafter called Village, in the full and just sum of [**Contract Amount in Writing**], (**\$Contract Amount in Figures**) for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, architectural fees, design fees, engineering fees, accounting fees, testing fees, consulting fees, administrative costs, court costs, interest and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its Contract/Proposal with Owner, said Contract / Proposal being more fully described below, and to include attorneys' fees, court costs and administrative and other expenses necessarily paid or incurred, in successfully enforcing performance of the obligation of Surety under this bond

WHEREAS, Bidder has accepted a Contract/Proposal from _____ dated _____, 2016, entitled "**2016 CONTRACT/PROPOSAL FOR INCINERATOR STACKS DEMOLITION**" (the "Contract/Proposal"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly and promptly perform all the undertakings, covenants, terms, conditions and agreements of said Contractor under the Contract/Proposal, including, but not limited to, Contractor's obligations under the Contract / Proposal: (1) to provide, perform and complete at the Work Sites and in the manner specified in the Contract/Proposal all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information data and other means and items necessary for the **2016 INCINERATOR STACKS DEMOLITION**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith; (3) to procure and furnish all bonds, certificates of insurance specified in the Contract/Proposal; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract/Proposal; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by and pursuant to, the Contract/Proposal; all of which is herein referred to as the "Work," whether or not any of said Work enter into and become component parts of the improvement contemplated, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of said Contract/Proposal; in or to the schedules, plans, drawings or specifications; in or to the method or manner of performance of the Work; in or to Owner-furnished facilities, equipment, material, service or sites; or in or to the mode or manner of payment therefor, shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors or assigns or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time or forbearances, and notice of any and all defaults by Contractor or of Owner's termination of Contractor being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract/Proposal in the absence of such Contractor default

In the event of a default or defaults by Contractor, Owner shall have the right to take over and complete the Contract/Proposal upon 30 calendar days' written notice to Surety, in which event Surety shall pay Owner all costs incurred by Owner in taking over and completing the Contract/Proposal.

At its option, Owner may instead request that Surety take over and complete the Contract/Proposal, in which event Surety shall take reasonable steps to proceed promptly with completion no later than 30 calendar days from the date on which Owner notifies Surety that Owner wants Surety to take over and complete the Contract/Proposal.

Owner shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or the heirs, executors, administrators or successors of Owner.

Signed and sealed this _____ day of _____, 2016

Attest / Witness:

PRINCIPAL _____

By: _____

By: _____
(Name of Contractor's Executing Officer)

Title: _____

Title: _____
(Officer)

Attest / Witness:

SURETY _____

By: _____

By: _____

Title: _____

Title: _____

Telephone _____

(Example)



CERTIFICATE OF LIABILITY INSURANCE

DATE PRINTED (YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Producer/Ins. Broker Contact Info.		
	PHONE: () - -	FAX: - -	
Name of Insurance Broker	ADDRESS: - - - - -		
	CITY/STATE/ZIP: - - - - -		
INSURED	INSURANCE # 1	Name of Insurance Company	STATUS: Completed
	INSURANCE # 2	Name of Insurance Company	Completed
	INSURANCE # 3		
	INSURANCE # 4		
	INSURANCE # 5		
Name of Contractor			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	LIMIT	COINSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	DETAILS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR GEN. AGGREGATE LIMIT APPLIED PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-PROR <input type="checkbox"/> LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & AUTO LIABILITY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMODITY AGG \$ 1,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS <input type="checkbox"/> MIXED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> DEC <input type="checkbox"/> RETENTION	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request AGGREGATE \$ Per Request
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/SUBSIDIARY OFFICER/DIRECTOR/EXCLUSIVITY (Exclusivity is No) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Policy Number Inserted	Policy Start Date	Policy Start Date	<input checked="" type="checkbox"/> WE STATU- <input checked="" type="checkbox"/> X (THAT LIMITS) <input type="checkbox"/> (OR) <input type="checkbox"/> PER EL. PAIN ACCIDENT \$ 500,000 EL. DISEASE - EA EMPLOYEE \$ 500,000 EL. DISEASE - POLICY LIMIT \$ 500,000
Professional Liability (other specialty coverages as requested)			Policy Number Inserted	Policy Start Date	Policy Start Date	\$1,000,000 per occurrence or as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 997, Additional Remarks Schedule, if more space is required)

List project number, location and description.
 No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2025).
 Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.
 Member named as cancellation notice recipient.

CERTIFICATE HOLDER NAME OF MEMBER: Village of Libertyville 118 W Cook Avenue Libertyville, IL 60048	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Signature of authorized insurance company representative

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>EXAMPLE</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 25 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
EXAMPLE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, if 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.

- A. in the performance of your ongoing operations; or
- B. in connection with your premises owned by or rented to you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
EXAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**VILLAGE OF LIBERTYVILLE
CONTRACT / PROPOSAL FOR
THE
2016 INCINERATOR STACKS DEMOLITION**

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Libertyville ("Owner") this _____ day of _____, 2016

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgment, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner of any such contradictory or inconsistent terms or conditions shall not constitute acceptance-of any other contradictory or inconsistent terms or conditions.

VILLAGE OF LIBERTYVILLE

By: _____
Kevin J. Bowens
Village Administrator



The Hezner Corporation
 Architectural Services
 678 Broadway Street
 Suite 100
 Libertyville, IL 60048-2325

T 847-918-3800
 F 847-549-7633
 E hezner@hezner.biz

MEMO

Date: February 8, 2016
To: Bidders
CC: Mr. David Fisher Village of Libertyville
From: Kurt E. Hezner phone: 847-918-3800 ext 110email: kurth@hezner.biz
Job: C-902
RE: The Village of Libertyville Incinerator Stack Demolition, 413 N. Milwaukee Avenue, Libertyville, IL 60048

ADDENDUM 1

PART 1 Reminders, Clarifications, Changes – Below per Discussion in the Project Walk-thru Meeting, Monday, 2/8/2016.

- 1.01 Village of Libertyville is requiring that a temporary construction fence be erected around the areas that the contractor will be performing his work.
- 1.02 Village of Libertyville is requiring a minimum of a single layer of 3/4" plywood protection be provided over below grade site utilities where equipment is brought in to perform the demolition.
- 1.03 Insurance values for this project are required to meet or exceed the sample certificate provided in the written specification for the project. No modifications to the requirements will be taken under consideration.
- 1.04 Library Representatives were concerned about access to their dumpsters on the southeast side of the building. The successful contractor will be required to work with the Library District on maintaining access to the dumpsters on a daily basis during the sequencing of their work.

PART 2 General Information

- 2.01 Schedule was relayed to all Bidders:
 - Public Bid Opening February 25, 2016
 - Bid Reviewed. Submit A6 Supplement to Village Administration March 1, 2016
 - Village Board Approves Construction Contract March 8, 2016
 - Contractor Mobilization to Start Demolition Work March 9, 2016
- 2.02 Attached is the list of contractors attending the mandatory 2/8/2016 walk-thru meeting.

 End of Addendum #1

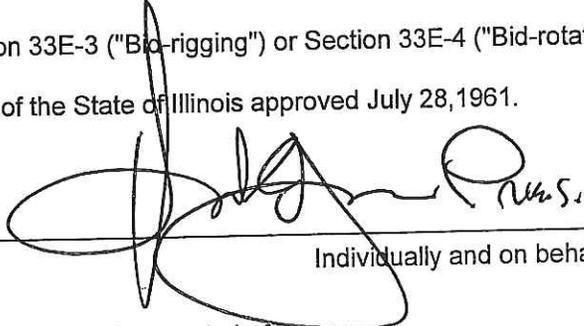
Village of Libertyville
Incinerator Stacks Demolition
413 N. Milwaukee Ave., Libertyville, IL 60048

Division 00
Section 004519
January 27, 2016

NON-COLLUSION AFFIDAVITS

CERTIFICATION

I, Kurt E. Hezner (Individual), having been first duly sworn on oath, do depose and state that I presently reside at 200 Carriage Hill Circle, Libertyville, IL (Address), and that I am the duly authorized principal, officer or agent of Hezcorp Construction Services, Inc. (Name of Contractor) and do hereby certify to The Village of Libertyville, its Trustees, officers and employees that neither I, nor Hezcorp Construction Services, Inc. (Name of Contractor) is barred from bidding on the contract for which this bid is submitted, as a result of violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 1961 of the State of Illinois approved July 28, 1961.

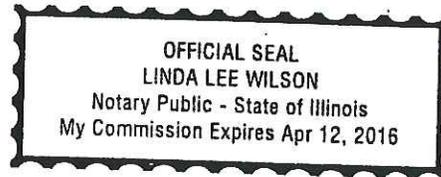


Individually and on behalf of Contractor

Subscribed and sworn to before me

this 24th day of February, 2016

Linda Lee Wilson
NOTARY PUBLIC



My Commission expires: 4/12/2016

MEMO

Date: March 4, 2016
To: Mr. John P. Spoden, Director of Community Development, Village of Libertyville
From: Mr. Kurt E. Hezner, Hezcorp Construction Services, Inc.
Job: C-902
RE: 2016 Incinerator Stacks Demolition – February 25, 2016 Bid

Bid memo in regards to bid clarification items #2, #5 and #8.

Clarification #2 - "The project is based upon completion on one continuous phase. Each additional mobilization will be at an additional cost per occurrence".

Response: Once the final construction schedule is established in conjunction with and approved by the Village, unnecessary phasing requested changes by the Village during the demolition phase of work would be an additional cost per occurrence.

Clarification #5 - "All work will be performed during normal working hours. Weekend work or holiday work will present an additional cost if requested".

Response: All demolition work will be performed Monday thru Friday per Village of Libertyville Ordinance during the hours of 7:00 a.m. to 6:00 p.m.

Clarification #8 - "Exclusions to the provided bid".

- "Dust partitions or barricades/weather protection systems"

Response: No tent enclosures for the work are provided. Barricades and ribbon barrier will be provided at the connection link where the work is taking place. The areas of demolition work will be fenced. A final layout for the fencing of the work will be provided by Hezcorp Construction Services, Inc. All demolition work will be performed per the construction documents consisting of the drawings and specifications for the project.

- "Shoring or bracing/fall protection"

Response: Hezcorp Construction Services, Inc. plans on scaffolding the incinerator chimneys per industry as well as OSHA standards. No shoring and/or bracing will be required during the demolition process. Fall protection will be provided for all on-site labor and will be in force within the construction area. The public and village employees will not be allowed into the defined demolition area without Hezcorp Construction Services' supervision. The demolition work will be performed per plans and specifications and all precautions will be taken as required by law for a safe construction site.

Clarifications to Bid:

1. All utility disconnects need to be done if required prior to start of work. Utility disconnects excluded from contract.
2. The project is based upon completion in one continuous phase. Each additional mobilization will be at an additional cost per occurrence.
3. All hauling and disposal is also included with legal documentation upon request.
4. All items to be salvaged for re-use need to be relocated prior to start of work.
5. All work will be performed during normal working hours. Weekend work or Holiday work will present an additional cost if requested.
6. Standard (110) electrical outlets should be supplied at no additional cost for small hand tools.
7. A clean sweep up of the area of work is included upon completion of the project.
8. Exclusions to the provided bid:
 - Unnecessary Phasing
 - Permit Costs
 - Saving for Re-use
 - Dust Partitions or Barricades
 - Asbestos or Special or Hazardous Waste Removal
 - Repair to Existing Damaged Conditions
 - Engineering Related Costs
 - Sawcutting/Finish Cuts
 - Shoring or Bracing
 - Fall Protection
 - Weather Protection Systems
 - Landscaping Restoration and/or Site Park Utility Repairs to be Performed by The Village of Libertyville.



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Request for Exemption from Commercial Waste Franchise

Staff Recommendation: Deny Exemption Request

Staff Contact: Kelly A. Amidei, Deputy Village Administrator

Background: Attached is a copy of a second request for an exemption from the Commercial Waste Franchise Program. The exemption is for the Condell Medical Center (801 S. Milwaukee Ave.) currently serviced by Waste Management. This request was initially denied at the June 9th, 2015 Village Board meeting, however Condell has yet to comply with Village regulations. Condell had indicated they have a national waste contract however, they had not provided any documentation to this effect, nor had they provided the cost impact of the switch.

The Village ordinance allows for the following applications to grant an exemption:

- 1) The party is a party to a national contract that cannot be terminated during the period of the exemption; or
- 2) The customer has unique service requirements that the exclusive hauling contractor cannot provide.

For this second request, Condell is requesting an exemption based on unique service requirements. Groot has attempted multiple times to discuss with Condell service concerns with no response. In January 2016 a letter was sent to Condell indicating the Village was moving forward with Groot servicing the location and to contact Groot to set-up service. Josh Molnar from Groot and Condell representatives will be present at the meeting to answer questions. Waste Management is no longer a licensed contractor so approval of the exemption will require them to be licensed.

The Village staff recommends denial of the exemption request. Four positive votes are required for approval if the Village Board would like to approve an exemption.

February 26, 2016

Mayor Terry Wepler
Village of Libertyville
118 W. Cook Avenue
Libertyville, IL 60048

Re: Advocate Condell Medical Center Waste Hauling

Dear Mayor  Wepler:

I am in receipt of a letter dated January 4, 2016 from Kelly Amidei, Village of Libertyville Deputy Village Administrator, stating that Advocate Condell Medical Center (“**Condell**”) is required by Village of Libertyville Municipal Code, Chapter 20, Section 20-46 (“**Ordinance**”) to use Groot Industries (“**Groot**”) for waste hauling services because Condell has not been granted a waiver under the Ordinance.

In fact, it has come to my attention that Groot has entered onto Condell property this morning uninvited and without notice, and has installed Groot equipment on Condell premises. This has created a dangerous situation for Condell patients and personnel, and must be remedied immediately.

It appears that this situation has arisen due to a miscommunication between Advocate and the Village regarding whether Advocate qualifies for an exemption under the Ordinance. Advocate believes that it does qualify for an exemption under Section (2) of the Ordinance because it has unique service requirements that Groot cannot provide under Groot’s current arrangement with the Village.

As you know, Advocate is the largest health system in Illinois with 12 hospitals in 6 counties. In 2014, Advocate provided almost \$1 billion in charity care throughout the State of Illinois, including to residents of the Village of Libertyville. Advocate employs over 35,000 people, and many residents of the Village of Libertyville.

As I am sure you can appreciate, administering one of the largest health systems in the nation is a complex matter. Whenever possible, to streamline operations and reduce costs across the health system, Advocate enters into system-wide contracts with vendors to provide services across all Advocate facilities. This provides ease of contract administration (contract management, invoicing, payments, vendor management, etc.) and

also results in lower contractual rates due to the volume of business Advocate is providing to the vendor. In the case of waste management services, in 2010 Advocate entered into a nationwide contract with Waste Management through our group purchasing organization. This has led to better accountability and efficiency system-wide for waste hauling across the many regions that Advocate serves, as well as lower prices for services.

If Advocate is required to enter into a single site vendor contract with Groot Industries for waste management services this would result in a significant additional logistical and financial burden to Advocate, as well a disruption to our vendor management oversight. My understanding is that Waste Management can provide the same services as Groot for approximately \$5,500 per year less than Groot pursuant to the Village's current contract rates, while maintaining system-wide logistical efficiencies to Advocate through a single vendor solution.

Further, Advocate cannot simply use municipal waste services. It must have a direct contract with its waste management vendor so that it can assure quality and efficiency and allocate risk appropriately. Therefore, even if Advocate were to use Groot, Advocate would need a separate contract with Groot, pursuant to which Advocate would require Groot to be held to contractually binding service standards, and to provide an equivalent level of services to what we have currently with Waste Management. For example, our current Waste Management contract requires that Waste Management maintain a business continuity/disaster plan (as required by our licensure and accreditation standards), contains terms regarding environmental disclosures, evidence of policies and procedures that meet Advocate requirements with respect to infection control and related matters, obligations with respect to remedy of damage to Advocate facilities and property, specifications regarding containers that Advocate will accept, weighing protocols, maintenance requirements, contingency plans for non-performance and emergencies, confidentiality provisions, manifest tracking specifications, training and educational assistance regarding use of containers and other products provided, representations and warranties regarding union activity and other corporate matters, and an executed Business Associate Agreement which addresses privacy and security issues pursuant to HIPAA. As a risk management matter, Advocate cannot depend on service quality or demonstrate its compliance with state and federal law based on a contract to which it not even a party.

Advocate prides itself on its role as a leader of healthy initiatives and charity services in the communities it serves. We have invested a great deal of time and effort in forming excellent relationships with vendors we know from experience that we can count on and will provide superior services in accordance with the specific requirements of health facilities. Therefore, I respectfully request that the Village of Libertyville approve an exception under subsection (2) of the Ordinance so that Advocate Condell Medical Center can continue its existing relationship with Waste Management.

In addition, I would appreciate your assistance in working with Groot to remove its equipment from Condell's premises. I am concerned for the safety of our employees as

they have not been trained to use the equipment. I am also concerned that the equipment could become damaged creating further issues.

Sincerely,

A handwritten signature in cursive script that reads "Dominica Tallarico".

Dominica Tallarico
President
Advocate Condell Medical Center

cc: Kelly Amidei, Deputy Village Administrator, Village of Libertyville
Emily C. Tremmel, Associate General Counsel, Advocate Health Care



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: June 9, 2015

Agenda Item: Request for Exemption from Commercial Waste Contract

Staff Recommendation: Deny Request

Staff Contact: Kelly A. Amidei, Deputy Village Administrator

Background: Attached is a copy of a request for an exemption from the Commercial Waste Franchise Program. The exemption is for the Condell Medical Center (801 S. Milwaukee Ave.) located in the Village of Libertyville currently serviced by Waste Management. The request indicates an existing contract as the reason for exemption.

The existing ordinance allows for the following applications to grant an exemption:

- 1) The party is a party to a national contract that cannot be terminated during the period of the exemption; or
- 2) The customer has unique service requirements that the exclusive hauling contractor cannot provide.

Based on this information the exemption has not been met for this specific request. Groot has attempted multiple times to discuss with Condell the service concerns which would only include waste and recycling and are able to service the customer. Condell has indicated they have a national contract however, they have not provided any documentation to this effect, nor have they provided the cost impact of the switch. Therefore staff is not recommending approval without receipt of documentation of a national contract per the ordinance.

The Village staff is not recommending approval of the exemption unless a copy of the national contract is provided and requests Village Board concurrence. Four positive votes are required for approval if the Village Board would like to approve an exemption.



*received
1/13/15*

Supply Chain Management

1400 Kensington Road || Oak Brook, IL 60523 || T 630.684.9300 || advocatehealth.com

January 5, 2015

Ms. Kelly Amidei
Libertyville Village Hall
118 West Cook Road
Libertyville, IL 60048

Dear Ms. Amidei:

Regarding the waste hauling requirements for the Village of Libertyville that take effect February 1, 2015, I would like to request an exemption for our Condell Medical Center location at 801 South Milwaukee Avenue in Libertyville.

We currently have a system agreement with Waste Management and changing suppliers would negatively affect our recycling program as well as our program for regulated medical waste and pharmaceutical waste, and compromise our contractual obligations.

Please let me know if Condell Medical Center is approved for this exemption.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Lubotsky".

Thomas M. Lubotsky
Vice President
Supply Chain and Clinical Resource Management

*Contact: Wayne Gelman
630-684-9345*



January 4, 2016

Wayne Gelman
Contract Manager
Advocate Health Care
1400 Kensington Road
Oak Brook, IL 60523

Dear Wayne,

I have not heard back from you regarding the exemption that was requested from the commercial waste pick-up at Condell facilities in Libertyville since June. Due to the fact that the waiver was not granted, Condell is required to transition to Groot services under our commercial contract.

Please contact Josh Molnar, Groot Industries, at 847-734-6440, as soon as possible to establish service. This letter can be used to notify your current provider as well.

Sincerely,

Kelly Amidei
Deputy Village Administrator

Josh Molnar, Groot Industries



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Church Street Parking Structure Project - Reject Two Lowest Bids and Award Contract to Walsh Construction Company

Staff Recommendation: Reject Two Lowest Bids and Approve Contract and Authorize Execution

Staff Contact: Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: Competitive contractor bids were initially opened on January 12, 2016 for the proposed Church Street Parking Structure. The three bids received were formally rejected at the January 26, 2016 Board meeting because all were over the budgeted funds for construction. The design of the parking structure was then slightly modified in order to reduce costs and stay within the available budget funds. The most significant modifications included reducing the number of parking spaces from 340 to 317, a reduction in the amount of pre-cast concrete panels, reduction of one level of the stair tower and only a partial underground level to reduce excavation costs.

The proposed parking structure was then formally re-advertised for competitive bids on February 17, 2016. Four bids were received and publically read at the bid opening on March 11, 2016 and are listed below in ascending order based upon the base bid:

Accel Pacific Joint Venture:	\$8,400,000*
McShane Construction Company:	\$8,625,721*
Walsh Construction Company:	\$8,768,000
Joseph J. Henderson & Son:	\$8,887,000

The Bid Tabulation is attached, which also includes the five bid alternates. Upon further review of the Bidder's Proposals by Staff and Walker Parking Consultants, it has been determined that the lowest read bid from Accel Pacific Joint Venture (JV) does not meet the specified bidding qualifications that required one similar parking structure completed in the last five years and three similar structures overall. Therefore, the bid received from Accel Pacific JV must be rejected. Secondly, after discussions between Staff, Walker Parking Consultants and the Village Attorney, it was determined that the second lowest as read bid from McShane Construction contained an apparent material change with regards to the schedule and potential avoidance of liquidated damages. Therefore, the bid received from McShane Construction must also be rejected. The lowest responsible bidder has been determined to be Walsh Construction Company II, LLC. Walsh Construction has extensive experience in completing similar parking structures and an excellent reputation in the industry.

As mentioned previously, included with the base bid were five alternates (see attached Bid Tabulation). Alternates #1 - #4 are deducts and Alternate #5 is an addition. Staff recommends only proceeding with Alternate #1, which reduces Walsh Construction's price by \$28,000.00 to \$8,740,000.00. It needs to be noted that the video security system for the parking structure was not included in bid and will be

contracted separately. The previous quote for this work based on the original larger parking structure design was approximately \$80,000.

The Village's construction desired schedule, which was stipulated in the bidding documents (Contract), was to have the new parking structure substantially completed by the end of November. This schedule was not met by any of the bidders, including Walsh Construction, whose attached schedule indicates substantial completion by the early part of January, 2017. The major factor impacting the longer schedule is the availability to fabricate and deliver the pre-cast concrete panels. According to Walsh's schedule, construction will not start until mid May. Walsh Construction can be subject to liquidated damages in the amount of \$1,000/day for every day beyond the Contract completion date.

Administrative Staff recommends that the Contract for construction of the Church Street Parking Structure be awarded to the lowest responsible bidder, Walsh Construction Company II, LLC, in the not-to-exceed amount of \$8,740,000.00. Sufficient funding is available in the Tax Increment Financing District and other various Funds for this work. Four positive votes are required for approval.

**Village of Libertyville
Civic Center Parking Structure
Bid Tabulation
March 11, 2016 - 1:00 PM**

	McShane Construction Company	Walsh Construction	Joseph J. Henderson & Son Inc.	Accel Pacific JV
BASE BID	\$8,625,721.00	\$8,768,000.00	\$8,887,000.00	\$8,400,000.00
ALTERNATE #1: Stone Masonry Veneer: Deduct to eliminate stone masonry veneer rock panel system M-2 on south side of Elevator Lobbies #LL002, 102, 202 and 302. Provide level 3 skim coat finish over concrete and CMA wall in areas stone masonry is eliminated.	-\$30,800.00	-\$28,000.00	-\$25,000.00	-\$33,400.00
ALTERNATE #2: Electric Traction Elevator: Deduct to provide only a single elevator in lieu of two elevators shown in the documents. Provide all required provisions for future installation of a second elevator at a later date. Shaft shall be sized as shown on the documents for two elevators; however, only one elevator would be installed at this time.	-\$111,300.00	-\$90,000.00	-\$140,000.00	-\$104,000.00
ALTERNATE #3: Dumpster Enclosure: Deduct provide a cedar wood dumpster enclosure and gate in lieu of CMU enclosure with extruded aluminum gates. Alternate should include removal of center footings and foundations that support only the CMU enclosure wall. Include alternate cost to furnish and install four steel pipe bollards.	-\$5,313.00	-\$12,000.00	-\$12,000.00	-\$6,980.00
ALTERNATE #4: Schedule: Deduct to provide longer construction schedule. Replace Contract Time proposal in Bidders Proposal as follows: If this Bidder's Proposal is accepted, Bidder will commence the Work within 14 Days following execution by Owner of the Contract Agreement ("Commencement Date") and will perform the Work diligently and continuously and will complete the Work within 365 Days from the Commencement Date ("Complete Date"), and will attain substantial completion within 351 days following the commencement date.	TBD	-\$20,000.00	-\$54,000.00	\$700,000.00
ALTERNATE #5: Section Electric Traction Elevators: Add to provide video surveillance system inside elevator cars. Price should be provided per car.	\$4,480.00	\$6,000.00	\$6,000.00	\$3,000.00
BASE BID + ALTERNATES	\$8,482,788.00	\$8,624,000.00	\$8,662,000.00	\$8,958,620.00



VILLAGE BOARD AGENDA SUPPLEMENT

Meeting Date: March 22, 2016

Agenda Item: Professional Services Agreement for Material Testing Services for Proposed Church Street Parking Structure Project

Staff Recommendation: Approve Professional Services Agreement with Rubino Engineering, Inc.

Staff Contact: Paul Kendzior, P.E., C.F.M., Director of Public Works

Background: The firm of Rubino Engineering, Inc. has successfully completed the geotechnical analysis and Clean Construction Demolition Debris (CCDD) testing and certification for the proposed Church Street Parking Structure project. Because of their familiarity with the project, excellent and cost competitive pricing, Village staff requested a Proposal from Rubino Engineering, Inc. for the material testing services portion of the project, which is not included in Walker Parking Consultant's Design/Construction Management Contract. The price of the Proposal provided by Rubino Engineering Inc. is in the amount of \$20,369.50 and includes inspections of the footings, sub-grade for the structure, various concrete and structural steel tests and masonry testing. Material testing is an important component of construction and ensures that the materials to be used conform to the Contract Specifications.

Administrative Staff recommends approval and authorization for the Village Administrator to execute the Professional Services Agreement with Rubino Engineering, Inc. in an amount not-to-exceed \$20,369.50 for the material testing services related to the proposed Church Street Parking Structure Project. The necessary funding for this work is budgeted in the TIF Fund.

Four positive votes are required for approval.

March 4, 2016

To: Fred Chung
Village of Libertyville
118 West Cook Avenue
Libertyville, IL 60045
Phone: 847.918.2100

Re: **Construction Material Testing Services**
Civic Center Parking Structure
123 West Church Street
Libertyville, IL 60048

Rubino Proposal # Q16.021 REV1

Via email: fchung@libertyville.com

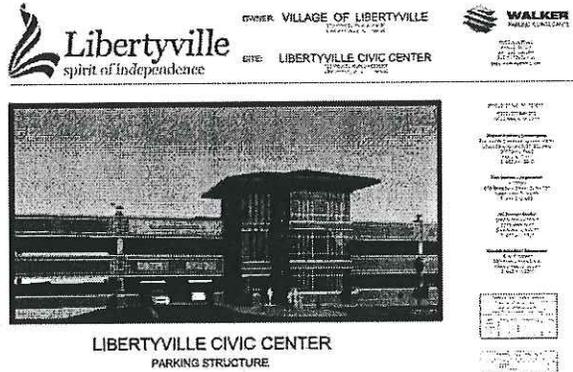
Dear Mr. Chung,

Rubino Engineering, Inc. is pleased to submit the following proposal to provide construction materials testing and inspection services on a transportation related project in Libertyville, IL.

PROJECT UNDERSTANDING

Rubino Engineering, Inc. received a link to construction documents from Brad Navarro of Walker Parking Consultants via email on January 14th and the following outlines our understanding of the requested scope of services:

Project Name and Description



General Scope of Services

- Field testing of uncured concrete – Slump, air, temperature, and casting of cylinders
- Laboratory testing of cured concrete – Strength
- Field testing of hot mix asphalt (HMA) – Density by the nuclear method
- Perform soil bearing testing within the footing excavations
- Document the placement of and cast specimens for grout and mortar.
- Perform laboratory compressive strength tests on cured mortar and grout samples
- Visual inspection of representative welds in general accordance with AWS D1.1.

Extras

- Re-inspection for failed tests
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

ESTIMATE OF SERVICES & FEES - PREVAILING WAGE RATES				
Description	Quantity	Unit Rate		Total
SITE PROOFROLLS				
Engineering Technician (MT-2)	8 @	\$ 91.00	per hour	\$ 728.00
Modified Proctor per ASTM D1557	1 @	\$ 195.00	each	\$ 195.00
Nuclear Density Gauge	1 @	\$ 40.00	per day	\$ 40.00
Vehicle Charge	2 @	\$ 45.00	per trip	\$ 90.00
Engineering: Report Review, Consult, Meetings, Admin	1 @	\$ 100.00	per hour	\$ 100.00
INSPECTION OF FOOTING SUBGRADE				
Engineering Technician (MT-2)	80 @	\$ 91.00	per hour	\$ 7,280.00
Vehicle Charge	10 @	\$ 45.00	per hour	\$ 450.00
Engineering: Report Review, Consult, Meetings, Admin	5 @	\$ 100.00	per hour	\$ 500.00
CONCRETE TESTING - FOOTINGS				
Engineering Technician (MT-1)	40 @	\$ 89.00	per hour	\$ 3,560.00
Concrete Test Cylinders	37.5 @	\$ 17.00	each	\$ 637.50
Cylinder Pick Up	2 @	\$ 223.00	per trip	\$ 446.00
Vehicle Charge	5 @	\$ 45.00	per trip	\$ 225.00
Engineering: Report Review, Consult, Meetings, Admin	3.75 @	\$ 100.00	per hour	\$ 375.00
CONCRETE TESTING - WEARING SURFACE				
Engineering Technician (MT-1)	80 @	\$ 89.00	per hour	\$ 7,120.00
Concrete Test Cylinders	40 @	\$ 17.00	per cube	\$ 680.00
Specimen/Cylinder Pick Up	2 @	\$ 223.00	per trip	\$ 446.00
Vehicle Charge	10 @	\$ 45.00	per trip	\$ 450.00
Engineering: Report Review, Consult, Meetings, Admin	5 @	\$ 100.00	per hour	\$ 500.00
MASONRY TESTING				
Engineering Technician (MT-2)	8 @	\$ 91.00	per hour	\$ 728.00
Grout Cubes	8 @	\$ 17.00	per cube	\$ 136.00
Specimen/Cylinder Pick Up	2 @	\$ 223.00	per trip	\$ 446.00
Vehicle Charge	2 @	\$ 45.00	per trip	\$ 90.00
Engineering: Report Review, Consult, Meetings, Admin	1 @	\$ 100.00	per hour	\$ 100.00
BITUMINOUS PAVING AND EXTERIOR CONCRETE				
Engineering Technician (MT-1)	8 @	\$ 89.00	per hour	\$ 712.00
Modified Proctor per ASTM D1557	1 @	\$ 195.00	each	\$ 195.00
Concrete Test Cylinders	10 @	\$ 17.00	each	\$ 170.00
Nuclear Density Gauge	4 @	\$ 40.00	per day	\$ 160.00
Cylinder Pick Up	2 @	\$ 223.00	per trip	\$ 446.00
Vehicle Charge	2 @	\$ 45.00	per trip	\$ 90.00
Engineering: Report Review, Consult, Meetings, Admin	1 @	\$ 100.00	per hour	\$ 100.00
STRUCTURAL STEEL				
Structural Steel Inspector (MT-2)	16 @	\$ 105.00	per hour	\$ 1,680.00
Equipment Charge	2 @	\$ 200.00	per day	\$ 400.00
Vehicle Charge	2 @	\$ 45.00	per trip	\$ 90.00
Engineering: Report Review, Consult, Meetings, Admin	2 @	\$ 100.00	per hour	\$ 200.00
SUMMARY				
				SITE PROOFROLLS \$ 1,153.00
				INSPECTION OF FOOTING SUBGRADE \$ 8,230.00
				CONCRETE TESTING - FOOTINGS \$ 5,243.50
				MASONRY TESTING \$ 1,500.00
				BITUMINOUS PAVING AND EXTERIOR CONCRETE \$ 1,873.00
				STRUCTURAL STEEL \$ 2,370.00
				TOTAL ESTIMATED BUDGET: \$ 20,369.50

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our

Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request. The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

PROJECT SCHEDULING

Please contact Tim Dunne on his cell phone to schedule testing services:

847-343-0749

tim.dunne@rubinoeng.com

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,

RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____ DAY OF _____ , 20__.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

- 1. Project Name: _____
- 2. Project Location: _____
- 3. Your Job No.: _____ Purchase Order No.: _____
- 4. Project Manager: _____ Telephone No.: _____
- 5. Site Contact: _____ Telephone No.: _____
- 6. Number and Distribution of Reports:
() Copies To: _____ () Copies To: _____

Attn: _____ Attn: _____
Email: _____ Email: _____

IDOT Section No.: _____	IDOT Contract No.: _____
IDOT Route No.: _____	County: _____
IDOT Job No.: _____	IDOT Project No.: _____
City: _____	QC Plan(s) Attached: <input type="checkbox"/>

- 7. Invoicing Address: _____

Attn: _____
Email: _____

- 8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through March 1, 2017 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete cylinders by ASTM procedures	Per Cylinder	\$ 17.00
Pick-up of test cylinders and transportation to lab (min. 2), or cancellation hours (min. 4) (Does not include vehicle charge)	Per hour	\$ 89.00
Density relationship of soils		
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 195.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 215.00
Sample preparation for the above tests	Each	\$ 40.00
Asphalt		
Maximum Theoretical Specific Gravity	Each	\$ 115.00
Bulk Specific Gravity	Each	\$ 95.00
Ignition Oven Test / Reflux Extraction + Sieve Analysis	Each	\$ 126.00
Core Densities	Each	\$ 40.00

MATERIAL TESTER - 1 - Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Per Hour	\$ 91.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 136.50
Per Hour Overtime Sundays and Holidays	\$ 172.90

MATERIAL TESTER - 2 - Field inspection of fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

Per Hour	\$ 95.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 142.50
Per Hour Overtime Sundays and Holidays	\$ 180.50

MATERIAL TESTER - 2 - Field inspection of welds and structural steel

Per Hour	\$ 105.00
Per Hour Overtime (before 8am, after 5pm and Saturdays)	\$ 147.00
Per Hour Overtime Sundays and Holidays	\$ 199.50

EQUIPMENT CHARGES

Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gage	Per Day	\$ 40.00
Windsor Probe (Probe Charge is per set of 3)	Per Set	\$ 65.00
Steel Testing Equipment Charge	Per Day	\$ 200.00
Floor Flatness Equipment	Per Day	\$ 95.00

CORING SERVICES

P.C. Concrete or Bituminous Concrete Coring - Personnel & Equipment	Per Hour	\$ 225.00
Diamond Bit Charge, per inch diameter, per inch depth	Per Inch	\$ 3.25

ENGINEERING SERVICES

Chief Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 100.00
Administrative Assistant	Per Hour	\$ 65.00
Report Review	Each	\$ 50.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day portal to portal, Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.

- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK:** Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Rubino Engineering, Inc. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s work. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of work from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold RUBINO ENGINEERING, INC., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF WORK:** The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the work or if, upon embarking upon its work, Rubino Engineering, Inc. is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the work. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional work as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to do work hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client.
- 6. RESPONSIBILITY:** Rubino Engineering, Inc.'s work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.
- 8. PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.
- 9. WARRANTY:** RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.
- SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.
- 10. INDEMNITY:** Subject to the foregoing limitations, Rubino Engineering, Inc. agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of Rubino Engineering, Inc.'s negligence to the extent of RUBINO ENGINEERING, INC.'s negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against Rubino Engineering, Inc., the party initiating such action shall pay to Rubino Engineering, Inc. the costs and expenses incurred by Rubino Engineering, Inc. to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that Rubino Engineering, Inc. shall prevail in such suit.
- 11. TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation.
- 12. EMPLOYEES/WITNESS FEES:** Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena. Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.
- 13. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA of within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 14. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 15. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.