

City of Oakbrook Terrace

*City Hall
17W275 Butterfield Rd.
Oakbrook Terrace, IL 60181
www.oakbrookterrace.net*



City Council Meeting Agenda

Tuesday, December 10, 2024
7:00 PM

City Council Board Room

Oakbrook Terrace City Council

Mayor Paul Esposito

City Clerk Michael Shadley

Ward 1

Alderman Charlie Barbari

Alderman Joseph Beckwith

Ward 2

Alderman Frank Vlach

Alderman Dennis Greco

Ward 3

Alderman Bob Rada

Alderwoman Mary Fitzgerald

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. ADDITIONS OR DELETIONS TO THE AGENDA

V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS

1. Regular Meeting Minutes of November 26, 2024
2. Executive Session Meeting Minutes of May 14, 2024
3. Executive Session Meeting Minutes of July 9, 2024
4. Executive Session Meeting Minutes of August 13, 2024
5. Executive Session Meeting Minutes of August 27, 2024
6. Executive Session Meeting Minutes of October 8, 2024
7. Executive Session Meeting Minutes of October 22, 2024

VI. PUBLIC PARTICIPATION

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment Of City Bills: December 10, 2024, In The Amount Of \$254,431.23
2. Treasurer's Report: November 2024
3. Personnel & Payroll Report: November 2024
4. Resolution No. 24 – 12: A Resolution Designating The City Council Meeting Schedule For The City Of Oakbrook Terrace, Illinois
5. Ordinance No. 24 – 46: An Ordinance Amending The Codes And Regulations Governing The Construction Of Buildings And Structures Of The Code Of Oakbrook Terrace, Illinois

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO THE COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

XI. COMMITTEE OF THE WHOLE

1. Presentation By Foster & Foster For The Actuarial Valuation For FY 2024
2. Review Of The Proposed Tax Levy Ordinance
3. Review Of Various Property Tax Abatement Ordinances
4. Letter Of Recommendation – Text Amendments
5. Recommendation – SCADA Bid Results And Award
6. Redevelopment Of Robinette Property – Status Update
7. Discussion Of Traffic Patterns On Macarthur Drive

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY RAMELLO

XIV. CITY CLERK SHADLEY

XV. CITY ADMINISTRATOR RITZ

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. NEW BUSINESS

1. Ordinance No. 24 – 47: An Ordinance For The Levying, Assessment And Collection Of Taxes In The Amount Of \$1,109,553 For The Fiscal Year Beginning May 1, 2024, And Ending April 30, 2025, For The City Of Oakbrook Terrace, DuPage County, Illinois
2. Ordinance No. 24 - 48: An Ordinance Abating The Tax Heretofore Levied For The Year 2024 To Pay Debt Service On \$1,900,000 Of General Obligation Refunding Bonds, Series 2021, Of The City Of Oakbrook Terrace
3. Ordinance No. 24 - 49: An Ordinance Abating The Tax Heretofore Levied For The Year 2024 To Pay Debt Service On The \$3,695,000 Of General Obligation Refunding Bonds, Series 2013 Of The City Of Oakbrook Terrace

XVIII. OLD BUSINESS

ADJOURN

Next Regular City Council meeting is January 14, 2025

Next Ordinance No. 25 - 01

Next Resolution No. 25 - 01

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the City of Oakbrook Terrace meetings will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the Executive Offices at 17W275 Butterfield Road, Oakbrook Terrace, Illinois 60181, or call (630) 941-8300 in advance of the meeting to inform them of their anticipated attendance.



**Memorandum for the Regular City Council Meeting and
Committee of the Whole for
Tuesday, December 10, 2024, at 7:00 PM**

REGULAR COUNCIL MEETING AGENDA

- I. CALL TO ORDER – Mayor Esposito**
- II. ROLL CALL – City Clerk Shadley**
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO THE AGENDA**
- V. APPROVAL OF MINUTES - CHANGES OR CORRECTIONS**
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The Mayor asks the City Council members if they would like to remove any item(s) from the Consent Agenda. The Mayor also asks the City Attorney if any items should be removed

from the Consent Agenda by the Council because they are not ready or new information is available.

RECOMMENDED MOTION: I move to approve all the items contained on the consent agenda for December 10, 2024 *(as presented) or (as amended)*. (Roll Call Vote, Mayor's Vote Not Called).

❖ **EXPLANATION OF ITEMS ON THE CONSENT AGENDA *(For Council Only)***

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO THE COMMITTEE OF THE WHOLE

X. MAYOR ESPOSITO

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Presentation By Foster & Foster For The Actuarial Valuation For FY 2024

A representative from Foster & Foster will be in attendance to present the Actuarial Valuation and answer any questions the City Council may have.

Recommended Action: Informational Only

2. Review Of The Proposed Tax Levy Ordinance

Please review the tax levy ordinance, which is included in your packet. The Finance Director prepared the ordinance in accordance with the tax levy determination discussions held by the Council at the first meeting in November.

The Finance Director will be in attendance to address any concerns.

Recommended Action: If the levy ordinance is acceptable to the Council, it should be adopted during the reconvened meeting.

3. Review Of Various Property Tax Abatement Ordinances

Please review the abatement ordinances which are included in your packet. The ordinances have been prepared in accordance with the individual bond ordinances and, if implemented, will result in the abatement of all property taxes that would be extended to pay the annual debt service amounts if the abatements were not approved.

Recommended Action: If the ordinances are acceptable to the Council, they should be adopted during the reconvened meeting.

4. Letter of Recommendation – Text Amendments

The Planning & Zoning Commission recently held workshops to discuss fences, solar panels, and medical labs. They agreed to treat medical labs like other medical uses and to allow solar panels in the B-1 to B-5 districts, provided they are screened from adjacent roadways.

On November 19, 2024, the Commission held a public hearing regarding text amendments to the Zoning Ordinance for medical labs and solar panels, requested by the City of Oakbrook Terrace.

There were no questions or public attendance at the hearing. The Commission reviewed the proposal and unanimously approved it with a 7-0 vote.

Community Development Director Headley will be in attendance to answer any questions.

Recommended Action: If the Council is in favor of the request, the City Attorney shall be directed to prepare an Ordinance to be placed on the subsequent Consent Agenda for approval.

5. Recommendation – SCADA Bid Results And Award

On September 18th, Public Services held a bid opening to upgrade our water system's outdated SCADA system. Concentric Integration LLC submitted the lowest bid at \$126,100, followed by Metropolitan Industries with a bid of \$128,940, and Tr-R Systems at \$135,000.

After reviewing the bid packets from the two lowest bidders, we decided to interview both Concentric and Metropolitan to ensure that the City receives the appropriate product for our needs.

Following the interviews, we concluded that Metropolitan clearly understood our requirements, while Concentric could not deliver the necessary work for the initial price they quoted. Concentric later revised its bid to \$158,000 to complete the project correctly, which is clearly unacceptable.

Public Services Director Ward will be in attendance to answer any questions.

Recommended Action: After careful consideration, the Mayor and Council shall instruct City Attorney Ramello to construct a resolution for the next Consent Agenda.

6. Redevelopment Of Robinette Property – Status Update

Staff has been contacted by a member of the Robinette family to provide a status update on the redevelopment of the property.

Recommended Action: Informational Only

7. Discussion Of Traffic Patterns On MacArthur Drive

During this time, any updates from the City Council or administration regarding traffic patterns on MacArthur Drive can be discussed freely.

Recommended Action: Informational Only.

XII. COUNCIL MEMBER'S COMMENTS

During this portion of the meeting, the Council members can bring up items that are of concern to them in order that they can be placed on a future agenda for discussion.

XIII. CITY ATTORNEY RAMELLO

XIV. CITY CLERK SHADLEY

XV. CITY ADMINISTRATOR RITZ

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. NEW BUSINESS

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3. Ordinance No. 24 - 49: An Ordinance Abating The Tax Heretofore Levied For The Year 2024 To Pay Debt Service On The \$3,695,000 Of General Obligation Refunding Bonds, Series 2013 Of The City Of Oakbrook Terrace

XVIII. OLD BUSINESS

ADJOURN

City of Oakbrook Terrace

City Hall
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City Council Meeting Minutes

Tuesday, November 26, 2024
7:00 PM

City Council Board Room

Oakbrook Terrace City Council

Mayor Paul Esposito

City Clerk Michael Shadley

Ward 1

Alderman Charlie Barbari

Alderman Joseph Beckwith

Ward 2

Alderman Frank Vlach

Alderman Dennis Greco

Ward 3

Alderman Bob Rada

Alderman Mary Fitzgerald

I. CALL TO ORDER

Mayor Esposito called the November 26, 2024, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 P.M.

II. ROLL CALL

Roll call indicated the following City Council members in attendance:

Present: Barbari, Beckwith, Rada, Vlach, and Mayor Esposito

Absent: Fitzgerald, Greco

Also in attendance: City Administrator J. Ritz, Assistant to the City Administrator A. Raffel, Community Development Director M. Headley, and City Attorney R. Ramello.

III. PLEDGE OF ALLEGIANCE

Mayor Esposito led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None

V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS

1. Regular Meeting Minutes of November 12, 2024.

Motion to approve the November 12, 2024, minutes of the Regular City Council and Committee of the Whole, as presented, was made by Alderman Beckwith and seconded by Alderman Vlach. Roll call vote was taken:

Ayes: Barbari, Beckwith, Rada, and Vlach

Nays: None

Absent: Fitzgerald, Greco

Motion passed.

VI. PUBLIC PARTICIPATION

None

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment Of City Bills: November 26, 2024, In The Amount Of \$310,678.43.
2. Ordinance No. 24-41:An Ordinance To Renew The Agreement For Risk Management And Insurance Brokerage Services And To Accept The Proposal For

- Workers' Compensation And Employees' Liability Insurance For The City Of Oakbrook Terrace, Illinois.
3. Ordinance No. 24-42: An Ordinance To Renew The Agreement For Risk Management And Insurance Brokerage Services And To Accept A Proposal For Property And Casualty Insurance For The City Of Oakbrook Terrace, Illinois.
 4. Ordinance No. 24-43: An Ordinance Granting A Special Use And Variations From The Requirements Of The Zoning Code For The Property Commonly Known As 1S576 Midwest Road In The City Of Oakbrook Terrace.
 5. Ordinance No. 24-44: An Ordinance Adopting A New Comprehensive Plan For The City Of Oakbrook Terrace, Illinois.
 6. 2026 Budget Calendar.
 7. Ordinance No. 24-45: An Ordinance Amending The Provisions Of Chapter 52 Entitled "Water Supply System" Of Title V Entitled "Public Works" Of The Code Of Oakbrook Terrace, Illinois.

Motion to approve the Action Items/Consent Agenda of November 26, 2024, Regular City Council and Committee of the Whole was made by Alderman Barbari and seconded by Alderman Beckwith. Roll call vote was taken:

Ayes: Barbari, Beckwith, Rada, and Vlach

Nays: None

Absent: Fitzgerald, Greco

Motion passed.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None

IX. RECESS TO THE COMMITTEE OF THE WHOLE

Motion to recess to the Committee of the Whole portion of this meeting was made by Alderman Vlach and seconded by Alderman Beckwith. An acclamation vote was taken:

Ayes: Barbari, Beckwith, Rada, and Vlach

Nays: None

Absent: Fitzgerald, Greco

Motion passed.

X. MAYOR ESPOSITO

1. Mayor Esposito announced that the Oakbrook Terrace Lions Club is selling holiday trees for \$45 each and that the trees were delivered on Saturday, November 23rd.

2. Mayor Esposito announced that the Children's Holiday Christmas Party and Tree Lighting ceremony will take place on Friday, December 13th at Stella May Swartz School.
3. Mayor Esposito announced that City Hall will be closed on November 28th and 29th in observance of the Thanksgiving Holiday.
4. Mayor Esposito wished everyone a Happy Thanksgiving.

XI. COMMITTEE OF THE WHOLE

1. Draft Resolution Designating The City Council Meeting Schedule For The City Of Oakbrook Terrace, Illinois:

Mayor Esposito requested that the City Council review the draft ordinance regarding the 2025 City Council meeting dates in compliance with the Open Meetings Act.

Alderman Beckwith noted that the first meeting in November would fall on Veterans Day and questioned whether rescheduling would be necessary.

The City Council then moved this item to the next agenda.

2. Consideration Of Adoption Of The 2021 International Building Code (IBC):

Mayor Esposito asked the City Council to review the interdepartmental memo Community Development Director Headley prepared regarding adopting the 2021 International Building Code.

Community Development Director Headley provided a brief update on the changes to the 2021 International Building Code, which emphasizes safety, energy efficiency, accessibility, and sustainability. She outlined several key updates, including structural integrity and safety improvements, fire safety measures, energy efficiency standards, accessibility enhancements, sustainability practices, and updates to mechanical and plumbing systems, building envelopes, and roofing.

Director Headley also pointed out revisions to the International Residential Code that focus on structural resilience, energy efficiency, and the safety and health of occupants. She mentioned the importance of adopting local amendments and collaborating with city partners to gather feedback on these changes.

Alderman Beckwith inquired whether these changes would take effect and if they would impact anyone currently in the middle of construction. He also sought clarification regarding the fire department codes and our regulations.

Alderman Rada inquired if there are 2024 codes and the material required for plumbing and electrical codes.

City Council moved this item to the subsequent agenda.

3. Discussion Of Traffic Patterns On Macarthur Drive:

Mayor Esposito opened the discussion.

Alderman Beckwith reported receiving the executed ordinance and began contacting various GPS companies, including Google, to request a route change off MacArthur Drive. He also inquired about the new traffic signs.

XII. COUNCIL MEMBER COMMENTS

Alderman Rada highlighted that a development project in Lombard, located south of Roosevelt Road, is generating a lot of controversy. He requested clarification on the City Council's role in the strategic plan and asked for simultaneous reports from department heads, including more details from the police reports. Additionally, he sought clarification regarding purchases made from Public Services and Pete's Fresh Market. Alderman Rada also wished everyone a Happy Thanksgiving.

Alderman Vlach wished everyone a Happy Thanksgiving.

Alderman Beckwith noted that the new auditing firm received high praise for working with our city staff. He also noted, even though revenues are lower from the reports there was an increase in dividends, and wished everyone a Happy Thanksgiving.

Alderman Barbari wished everyone a Happy Thanksgiving.

XIII. CITY ATTORNEY RAMELLO

City Attorney Ramello wished everyone a Happy Thanksgiving.

XIV. CITY CLERK SHADLEY

City Clerk Shadley wished everyone a Happy Thanksgiving.

XV. CITY ADMINISTRATOR RITZ

City Administrator Ritz informed everyone that Public Services is out decorating the city for the holidays. He provided an update on the strategic plan and action planning process and handed out a hard copy of the final report to the council, and wished everyone a Happy Thanksgiving.

XVI. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderman Beckwith and seconded by Alderman Rada. An acclamation vote was taken:

Ayes: Barbari, Beckwith, Rada, and Vlach

Nays: None

Absent: Fitzgerald, Greco

Motion passed.

XVII. RECESS TO EXECUTIVE SESSION

Motion to recess to Executive Session was made by Alderman Rada and seconded by Alderman Beckwith. An acclamation vote was taken:

Ayes: Barbari, Beckwith, Rada, and Vlach

Nays: None

Absent: Fitzgerald, Greco

Motion passed.

XVIII. EXECUTIVE SESSION

- 1. Closed Session Pursuant To Section 2(c)(21) Discussion Of The Approval Of Closed Session Meeting Minutes And Semi-Annual Review Of The Closed Session Meeting Minutes Mandated By Section 2.06 Of The Open Meetings Act.**

XIX. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderman Beckwith and seconded by Alderman Rada. An acclamation vote was taken:

Ayes: Barbari, Beckwith, Rada, and Vlach

Nays: None

Absent: Fitzgerald, Greco

Motion passed.

XX. NEW BUSINESS

- 1. Resolution No. 24-11: A Resolution To Authorize The Release Of Certain Executive Session Minutes For Meetings In The Years 1995-2024 Of The City Council Of The City Of Oakbrook Terrace, Illinois:**

Motion to Approve Resolution No. 24-11: A Resolution To Authorize The Release Of Certain Executive Session Minutes For Meetings In The Years 1995-2024 Of The City Council Of The City Of Oakbrook Terrace, Illinois, was made by Alderman Barbari and seconded by Alderman Beckwith. A roll call vote was taken:

Ayes: Barbari, Beckwith, Rada, and Vlach

Nays: None

Absent: Fitzgerald, Greco

Motion passed.

XXI. OLD BUSINESS

None

ADJOURN

Motion to adjourn was made by Alderman Barbari and seconded by Alderman Beckwith at 7:43 P.M.

Acclamation vote was made with all Ayes.

Motion carried unanimously.

Respectfully submitted,

Amy Raffel, Recording Secretary

Attested:

**Michael Shadley
City Clerk**

Next Regular City Council meeting is December 10, 2024

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TOW

CITY OF OAKBROOK TERRACE
Bills Payable Summary Report for December 10, 2024

Corporate Fund (01)

Check Run	\$	182,169.31
ACH	\$	11,538.84
Manual Check	\$	9,468.26

Corporate Fund Total (01) \$ 203,176.41

Impact Donation Fund (02)

Check Run	\$	-
Manual Check	\$	-

Impact Donation Fund Total (02) \$ -

Water Fund (03)

Check Run	\$	62,793.66
Manual Check	\$	-

Water Fund Total (03) \$ 62,793.66

SSA Debt Service Fund (04)

Check Run	\$	-
Manual Check	\$	-

SSA Debt Service Fund Total (04) \$ -

Motor Fuel Tax Fund (05)

Check Run	\$	-
Manual Check	\$	-

Motor Fuel Tax Fund Total (05) \$ -

2012 Debt Service Business District (08)

Check Run	\$	-
Manual Check	\$	-

2012 Debt Service Business District (08) \$ -

Capital Improvement Fund (09)

Check Run	\$	-
ACH	\$	510.26
Manual Check	\$	-

Capital Improvement Fund Total (09) \$ 510.26

2012 Debt Service Business District (12)

Check Run	\$	-
Manual Check	\$	-

2012 Debt Service Business District (12) \$ -

Total Bills Payable \$ 266,480.33

**CITY OF OAKBROOK TERRACE
MANUAL BILLS PAYABLE
December 10, 2024**

<u>Account No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
01-02-5780-00	FOP Lodge #109	Shop With A Cop event 12/7/2024	10202	12/3/2024	\$ 1,000.00
01-02-5611-00	Lakeside Bank	Detective Database - TransUnion	Auto Pay		75.00
01-02-5780-00		Christmas Décor for PD lobby - Hobby Lobby			126.09
01-02-5605-00		Outdoor recovery course for Det. - Forensic Anthropology Ctr.			2,000.00
01-02-5605-00		ITOA Conference 11/24-11/26/24 - Det. - ITOA			390.00
01-02-5610-00		Annual membership dues - IDIAI			25.00
01-02-5780-00		Christmas Décor for PD lobby - Hobby Lobby			69.30
01-02-5780-00		Christmas Décor for PD lobby - Hobby Lobby			19.42
01-02-6110-00		Chicago Tribune subscription			44.00
01-02-6190-00		Fire hooks - Witmer Public Safety			731.65
01-02-6120-00		Lunch for 360 Hazardous Training - Frankie's Deli			40.00
01-01-5780-00		Veteran's Day supplies - Hobby Lobby			28.90
01-01-5780-00		Veteran's Day supplies - Michael's			41.94
01-01-5780-00		Veteran's Day supplies - Dollar Tree			5.00
01-01-5780-00		Flowers for Veteran's Day - Jewel			15.00
01-01-6150-00		Zoom conference charges - Zoom.us			15.99
01-01-6165-00		Thanksgiving staff gift cards - Pete's			1,125.00
01-01-6120-00		CH Kitchen refrigerator filter - GE Appliances			107.80
01-01-5780-00		Luminary supplies - Amazon			119.96
01-01-5780-00		Children's Holiday party supplies - Amazon			32.28
01-01-5780-00		Luminary supplies - Amazon			119.96
01-01-5780-00		Luminary supplies - Amazon			980.00
01-01-5780-00		Children's Holiday party supplies - Amazon			205.59
01-01-5780-00		Children's Holiday party supplies - Amazon			129.12
01-01-5780-00		Luminary supplies - Amazon			479.84
01-01-5780-00		Children's Holiday party gifts - Blains Farm & Fleet			573.87
01-01-5780-00		Children's Holiday party gifts - Target			64.92
01-01-5780-00		Children's Holiday party gifts - Target			127.33
01-01-5780-00		Children's Holiday party gifts - Menards			221.48
01-01-5780-00		Children's Holiday party games - Kohls			191.60
01-01-5780-00		Children's Holiday party games - Kohls			179.72
01-01-5780-00		Children's Holiday party décor - Dollar Tree			60.00
01-01-5600-00		Staff lunch (Ritz, Walker, Wade, Cavazos) - Gullivers			72.50
01-11-5605-00		IGFOA 12/6/24 Holiday Luncheon registration (FD) - IGFOA			50.00
					\$ 8,468.26
					\$ 9,468.26

TOTAL:

December 2024 Statement


Open Date: 11/02/2024 Closing Date: 12/02/2024



Visa® Community Card

Account: [REDACTED]

Elan Financial
Services
BUS 30 ELN

 1-866-552-8855

CITY OF OAKBROOK TERR (CPN [REDACTED])

New Balance	\$8,468.26
Minimum Payment Due	\$8,468.26
Payment Due Date	12/28/2024

Late Payment Warning: As a reminder, your card is a pay in full product. If we do not receive your payment in full by the date listed above, a fee of either 3.00% of the payment due or \$39.00 minimum, whichever is greater, will apply.

Activity Summary		
Previous Balance	+	\$5,935.21
Payments	-	\$5,935.21 ^{CR}
Other Credits		\$0.00
Purchases	+	\$8,468.26
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$8,468.26
Past Due		\$0.00
Minimum Payment Due		\$8,468.26
Credit Line		\$40,000.00
Available Credit		\$31,531.74
Days in Billing Period		31

Payment Options:



Mail payment coupon with a check



Pay online at myaccountaccess.com




Pay by phone 1-866-552-8855

No payment is required.

CPN [REDACTED]

Automatic Payment

24-Hour Elan Financial Services: 1-866-552-8855

-  to pay by phone
-  to change your address

Account Number: [REDACTED]
Your new full balance of \$8,468.26 will be automatically deducted from your account on 12/26/24.

CITY OF OAKBROOK TERR
ACCOUNTS PAYABLE
17 W BUTTERFIELD RD # W275
OAKBROOK TER IL 60181-4036




Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Your payment of \$8468.26 will be automatically deducted from your bank account on 12/26/2024. Please refer to your AutoPay Terms and Conditions for further information regarding this account feature.

Transactions CALVELLO,CASEY Credit Limit \$40000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
11/04	11/01	6877	TLO TRANSUNION 561-988-4200 FL	✓ \$75.00	_____
11/07	11/05	0532	HOBBY-LOBBY #0204 DOWNERS GROVE IL	✓ \$126.09	_____
11/12	11/08	5017	UT ANTHROPOLOGY EC 865-9744408 TN	✓ \$2,000.00	_____
11/12	11/09	1056	Illinois Tactical Offi Homer Glen IL	✓ \$390.00	_____
11/12	11/08	8529	SQ *IL DIVISION INTL A gosq.com IL	✓ \$25.00	_____
11/13	11/11	9075	HOBBY-LOBBY #0174 LOMBARD IL	✓ \$69.30	_____
11/13	11/11	9158	HOBBY-LOBBY #0204 DOWNERS GROVE IL	✓ \$19.42	_____
11/27	11/26	4320	CHICAGO TRIB SUBSCRIPT 312-546-7900 IL	✓ \$44.00	_____
			Total for Account	2035	\$2,748.81

Transactions CLARK,DAVID Credit Limit \$40000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
11/08	11/07	9483	WPSG, INC. 610-8578070 PA	✓ \$731.65	_____
11/14	11/12	4596	FRANKIES DELI OAKBROOK TER IL	✓ \$40.00	_____
			Total for Account	9063	\$771.65

Transactions RAFFEL,AMY Credit Limit \$40000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
11/06	11/04	4305	HOBBY-LOBBY #0174 LOMBARD IL	✓ \$28.90	_____
11/12	11/09	5954	MICHAELS STORES 1266 SCHAUMBURG IL	✓ \$41.94	_____
11/12	11/09	1676	DOLLARTREE HANOVER PARK IL	✓ \$5.00	_____
11/13	11/11	5325	JEWEL OSCO 3284 VILLA PARK IL	✓ \$15.00	_____
11/20	11/19	0268	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	✓ \$15.99	_____
11/21	11/20	0013	PETE'S FRESH MARKET #9 OAKBROOK TER IL	✓ \$1,125.00	_____



December 2024 Statement 11/02/2024 - 12/02/2024
 CITY OF OAKBROOK TERR (CPN [REDACTED])

Page 3 of 4
 Elan Financial Services (1-866-552-8855

Transactions RAFFEL, AMY Credit Limit \$40000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
11/25	11/22	5340	GE APPLIANCES 502-339-3110 KY	✓ \$107.80	
11/25	11/23	3257	AMAZON MKTPL*8F8IG7H53 Amzn.com/bill WA	✓ \$119.96	A
11/25	11/24	3022	FARM & FLEET OF ELGIN ELGIN IL	✓ \$573.87	
11/25	11/24	3165	AMAZON MKTPL*8I7XI9AI3 Amzn.com/bill WA	✓ \$32.28	B
11/26	11/25	9810	TARGET 00008359 SCHAUMBURG IL	✓ \$64.92	
11/26	11/25	3154	AMAZON MKTPL*YM2568NI3 Amzn.com/bill WA	✓ \$119.96	C
11/26	11/25	4271	AMAZON MKTPL*JT34F6073 Amzn.com/bill WA	✓ \$980.00	D
11/27	11/26	3438	AMAZON MKTPL*3N8CU1513 Amzn.com/bill WA	✓ \$205.59	E
11/27	11/25	0937	TARGET 00019505 STREAMWOOD IL	✓ \$127.33	F
11/29	11/27	4037	AMAZON MKTPL*Z35LT01X2 Amzn.com/bill WA	✓ \$129.12	
12/02	11/29	9962	MENARDS HANOVER PARK I HANOVER PARK IL	✓ \$221.48	
12/02	11/30	4181	AMAZON MKTPL*Z382W8H91 Amzn.com/bill WA	✓ \$479.84	G
12/02	11/29	8096	KOHL'S #0178 SCHAUMBURG IL	✓ \$191.60	
12/02	11/29	8179	KOHL'S #1592 SCHAUMBURG IL	✓ \$179.72	
12/02	12/01	8768	DOLLAR TREE SCHAUMBURG IL	✓ \$60.00	
			Total for Account	3077	\$4,825.30

Transactions RITZ, JAMES D Credit Limit \$40000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
11/18	11/15	0029	GULLIVERS PIZZA & PUB OAKBROOK TER IL	\$72.50	
			Total for Account	7328	\$72.50

Transactions WALKER, TANYA S Credit Limit \$40000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
11/20	11/18	2652	ILLINOIS GOVERNMENT FI 630-942-6587 IL	✓ \$50.00	
			Total for Account	4623	\$50.00

Transactions BILLING ACCOUNT ACTIVITY

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
11/25	11/25	MTC	PAYMENT THANK YOU	\$5,935.21CR	
			Total for Account	9005	\$5,935.21CR

2024 Totals Year-to-Date	
Total Fees Charged in 2024	\$0.87
Total Interest Charged in 2024	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00		\$0.00	0.00%	
**PURCHASES	\$8,468.26	\$0.00		\$0.00	0.00%	
**ADVANCES	\$0.00	\$0.00		\$0.00	0.00%	

Contact Us
 Phone

 Voice: 1-866-552-8855
 TDD: 1-888-352-6455
 Fax: 1-866-807-9053

 Questions

 Elan Financial Services
 P.O. Box 6353
 Fargo, ND 58125-6353

 Mail payment coupon
 with a check

 Elan Financial Services
 P.O. Box 790408
 St. Louis, MO 63179-0408


Online

myaccountaccess.com

Accounts Payable GL Distribution Report

User: JEsposito
 Printed: 12/5/2024 - 2:14 PM
 Batch: 00002.12.2024
 Fiscal Period: 8
 JE Date: 12/05/2024



CITY OF OAKBROOK TERRACE
 174275 BUTTERFIELD ROAD
 OAKBROOK TERRACE, IL 60181
 630-941-3000

Fund	DR Amount	CR Amount	Account Number	Description
01 CORPORATE FUND	0.00	182,169.31	01-00-1060-00	HARRIS CHECKING A/P 0129
	182,169.31	0.00	01-00-2010-00	ACCOUNTS PAYABLE
	<u>182,169.31</u>	<u>182,169.31</u>		
03 WATER FUND	0.00	62,793.66	03-00-1060-00	HARRIS A/P 0129
	62,793.66	0.00	03-00-2010-00	ACCOUNTS PAYABLE
	<u>62,793.66</u>	<u>62,793.66</u>		
Grand Total:	<u>244,962.97</u>	<u>244,962.97</u>		

Accounts Payable

Computer Check Proof List by Vendor

User: JEsposito

Printed: 12/05/2024 - 2:12PM

Batch: 00002.12.2024



CITY OF OAKBROOK TERRACE
174025 BUTTERFIELD BLVD
OAKBROOK TERRACE, IL 60151
830-941-8300

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: Acc Lomb	Lombard Acc Hardware				
259927	Blade set	168.99	12/10/2024	01-04-6190-00	Check Sequence: 1 ACH Enabled: False
259939	CH holiday decor	39.96	12/10/2024	01-04-5770-00	
260005	CH holiday decor	9.99	12/10/2024	01-04-5770-00	
	Check Total:	218.94			
Vendor: Admin C	Administrative Consulting Specialists LLC				
1814	Grant Writing and Admin Services - Inv. 4 of 4	6,250.00	12/10/2024	01-01-5600-00	Check Sequence: 2 ACH Enabled: False
	Check Total:	6,250.00			
Vendor: Amazon	Amazon Capital Services				
1GWQ46K941XL	2 Police Officer baseball caps - Patrol/Records	19.98	12/10/2024	01-02-5715-00	Check Sequence: 3 ACH Enabled: False
1GWQ46K941XL	Camera case for Sgt. squad	23.99	12/10/2024	01-02-6120-00	
1GWQ46K941XL	Camera equipment - Dets.	56.76	12/10/2024	01-02-6190-00	
1GWQ46K941XL	Camera equipment - Dets.	10.78	12/10/2024	01-02-6190-00	
1GWQ46K941XL	New monitor for Records Dept.	169.99	12/10/2024	01-02-6130-00	
1GWQ46K941XL	HDMI cable for Investigations	9.59	12/10/2024	01-02-6120-00	
1GWQ46K941XL	Screwdriver set	31.95	12/10/2024	01-02-6130-00	
1GWQ46K941XL	Camera equipment - Dets.	5.99	12/10/2024	01-02-6190-00	
	Check Total:	329.03			
Vendor: Ameritas	Ameritas Life Insurance Corp				
0104777300001	December 2024 Premium - Admin.	279.62	12/10/2024	01-01-4540-00	Check Sequence: 4 ACH Enabled: False
0104777300001	December 2024 Premium - PS Sgts.	405.24	12/10/2024	01-02-4535-02	
0104777300001	December 2024 Premium - PS Officers	1,091.84	12/10/2024	01-02-4535-03	
0104777300001	December 2024 Premium - Finance	414.70	12/10/2024	01-11-4540-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
0104777300001	December 2024 Premium - PS Admin.	284.80	12/10/2024	01-02-4540-01	
0104777300001	December 2024 Premium - Water	258.98	12/10/2024	03-12-4540-00	
0104777300001	December 2024 Premium - Streets	294.26	12/10/2024	01-04-4540-00	
0104777300001	December 2024 Premium - PS Dets.	172.08	12/10/2024	01-02-4535-04	
0104777300001	December 2024 Premium - Comm. Dev.	286.52	12/10/2024	01-03-4540-00	
0104777300001	December 2024 Premium - COBRA	37.00	12/10/2024	01-00-1590-00	
	Check Total:	3,525.04			
Vendor: anyways	5 East Roosevelt LLC				ACH Enabled: False
	FY 25 Access easement maintenance agreement	1,235.51	12/10/2024	Check Sequence: 5 01-04-5741-00	
	FY 24 Access easement maintenance agreement	1,211.28	12/10/2024	01-04-5741-00	
	Check Total:	2,446.79			
Vendor: Bluder	Bluders Tree Service				ACH Enabled: False
4787	Removal of dead scrub weed trees 055 16th Stre	1,375.00	12/10/2024	Check Sequence: 6 01-04-5766-00	
4801	Removal of dead row tree 351 Halsey	1,750.00	12/10/2024	01-04-5766-00	
	Check Total:	3,125.00			
Vendor: cintas	Cintas Corporation				ACH Enabled: False
4212990284	City Hall Floor Mat Service	273.80	12/10/2024	Check Sequence: 7 01-04-5770-01	
4212990285	PD Floor Mat Service	94.37	12/10/2024	01-02-5770-01	
	Check Total:	368.17			
Vendor: CintasCo	Cintas Corporation				ACH Enabled: False
8407125216	CH 1st Aid Cabinet maintenance	461.05	12/10/2024	Check Sequence: 8 01-04-5770-00	
	Check Total:	461.05			
Vendor: Comcast3	Comcast				ACH Enabled: False
87712009000005	Business Video & 8 Digital Adapter - 11/19-12/1	155.08	12/10/2024	Check Sequence: 9 01-11-5668-00	
877120090031738	PD Digital Adapters - 11/28-12/27/2024	52.50	12/10/2024	01-02-5668-00	
	Check Total:	207.58			
Vendor: CPS Co.	Chicago Parts & Sound LLC				ACH Enabled: False
1-0488881	Stock - fuel filters	513.70	12/10/2024	Check Sequence: 10 01-04-5663-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	513.70			
Vendor: crystal	Crystal Maintenance Plus, Corp			Check Sequence: 11	ACH Enabled: False
32369	City Hall Dept Cleaning Services - December 20	525.20	12/10/2024	01-04-5770-01	
32369	Police Dept Cleaning Services - December 2024	1,740.30	12/10/2024	01-02-5770-01	
	Check Total:	2,265.50			
Vendor: elevator	Elevator Inspection Service Co			Check Sequence: 12	ACH Enabled: False
127898	11 Re-Inspections @ various locations, 1 reg. ins	307.00	12/10/2024	01-03-5600-00	
	Check Total:	307.00			
Vendor: FIOTI	Law Offices of John L. Fiotti			Check Sequence: 13	ACH Enabled: False
OBT 11-24	City Prosecutions - November 2024	1,657.50	12/10/2024	01-01-5672-00	
OBT DUI 11-24	DUI Prosecutions - November 2024	1,901.25	12/10/2024	01-01-5672-00	
	Check Total:	3,558.75			
Vendor: Gonzimi	Robert J. Gonzimi			Check Sequence: 14	ACH Enabled: True
	Elec. & Bldg. Inspection Svcs. - 11/21-12/3/2024	394.32	12/10/2024	01-03-5600-00	
	Check Total:	394.32			
Vendor: hinsdale	Flagg Creek Water Reclamation District			Check Sequence: 15	ACH Enabled: False
008408-000	WMF Sewer - 9/30-10/30/2024	15.65	12/10/2024	03-12-5758-00	
008427-000	City Hall Sewer - 9/30-10/30/2024	41.65	12/10/2024	01-04-5758-00	
111731-000	PSB Sewer - 09/30-10/30/2024	165.92	12/10/2024	01-04-5758-00	
	Check Total:	223.22			
Vendor: homedep2	Dept. 32 - 2153930338 Home Depot Credit Services			Check Sequence: 16	ACH Enabled: False
2173847	1 Returned for credit black post cap	-4.98	12/10/2024	01-04-6190-00	
2610450	Blacktop patch/sealant, RainX, socket set, file	311.74	12/10/2024	01-04-6133-00	
2625430	CH decorative lights, lighting supplies, yard proj	422.33	12/10/2024	01-04-5770-00	
2971916	6 Black post caps	29.88	12/10/2024	01-04-6190-00	
3627625	Tapcons	35.48	12/10/2024	01-04-6190-00	
4512050	Sealant and adhesive	53.20	12/10/2024	03-12-6190-00	
5513524	Mailbox wood, boards, screws	104.14	12/10/2024	01-04-6133-00	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
7528212	Galvanized wire	7.93	12/10/2024	01-04-6190-00	
8042076	Command hooks, tire cleaner	21.89	12/10/2024	01-04-5663-00	
8151673	Heavy duty packing tape	7.50	12/10/2024	01-04-6130-00	
	Check Total:	989.11			
Vendor: In Balan	In Balance IT Solutions LLC				ACH Enabled: True
42770	Replace outdated IT Equipment	3,230.48	12/10/2024	01-02-6151-00	Check Sequence: 17
42770	Replace outdated IT Equipment	1,204.13	12/10/2024	01-01-6151-00	
42770	Replace outdated IT Equipment	1,204.13	12/10/2024	01-04-6151-00	
42776	Power distribution unit for servers	510.26	12/10/2024	09-12-7110-29	
	Check Total:	6,149.00			
Vendor: IPRF	Illinois Public Risk Fund				ACH Enabled: False
97808	CY25 Workers Comp approved via Ord. 24-41	83,113.08	12/10/2024	01-00-1810-00	Check Sequence: 18
97808	CY25 Workers Comp approved via Ord. 24-41	41,556.40	12/10/2024	03-00-1810-00	
97808	CY25 Workers Comp approved via Ord. 24-41	20,778.12	12/10/2024	03-12-5631-00	
97808	CY25 Workers Comp approved via Ord. 24-41	41,556.40	12/10/2024	01-11-5631-00	
	Check Total:	187,004.00			
Vendor: JGUnif	J.G. Uniform, Inc.				ACH Enabled: False
139599	Body armor - Patrol	920.00	12/10/2024	01-02-5715-00	Check Sequence: 19
140060	Vest cover - Patrol	275.00	12/10/2024	01-02-5715-00	
	Check Total:	1,195.00			
Vendor: Kentech	Kentech Consulting Inc.				ACH Enabled: False
20530	New Officer exams - Munoz	458.35	12/10/2024	01-10-5775-00	Check Sequence: 20
	Check Total:	458.35			
Vendor: library	Villa Park Public Library				ACH Enabled: False
	16 Library cards issued for 11 residences - Oetot	3,171.64	12/10/2024	01-01-5785-00	Check Sequence: 21
	Check Total:	3,171.64			
Vendor: lions	Lions of Illinois Foundation				ACH Enabled: False
	CH holiday trees (donation) to Lion's Club	450.00	12/10/2024	01-01-5780-00	Check Sequence: 22

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	450.00			
Vendor: MECO 1651	MECO Consulting Group LLC Communications Service - November 2024	2,240.00	12/10/2024	Check Sequence: 23 01-01-5668-00	ACH Enabled: True
	Check Total:	2,240.00			
Vendor: MinoltaC 9010208754 9010208754	Konica Minolta Business Soluti Streets Copier Maintenance - 10/26-11/25/2024 Water Copier Maintenance - 10/26-11/25/2024	4.67 3.49	12/10/2024 12/10/2024	Check Sequence: 24 01-04-5660-00 03-12-5660-00	ACH Enabled: False
	Check Total:	8.16			
Vendor: MTR 151208	MED-TECH Resource LLC Latex gloves	311.24	12/10/2024	Check Sequence: 25 01-02-6130-00	ACH Enabled: False
	Check Total:	311.24			
Vendor: Runco 953762-0 954984-1 955193-1 955437-0 955557-0 955557-0 956204-0 956204-1	Runco Office Supplies and Equipment Company CH Office supplies (towels, pens) CH Office supplies (staple remover) CH Kitchen supplies (honey, snacks) 3 Cartons copy paper CH 6 cartons copier paper, 2 reams colored pape PW 3 cartons copier paper Finance Dept. supplies (folders, binders, label wi Finance Dept. supplies (folders)	41.93 0.89 73.98 137.97 315.92 137.97 140.13 16.99	12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024 12/10/2024	Check Sequence: 26 01-01-6120-00 01-01-6120-00 01-01-6120-00 01-02-6130-00 01-01-6120-00 01-04-6120-00 01-11-6120-00 01-11-6120-00	ACH Enabled: True
	Check Total:	865.78			
Vendor: specT 49344	Special T Unlimited CH staff shirt & jacket	170.00	12/10/2024	Check Sequence: 27 01-01-6120-00	ACH Enabled: False
	Check Total:	170.00			
Vendor: speer d11/23-38 d11/24-21	Speer Financial, Inc. 2023 Bonds disclosure services 2024 Bonds disclosure services	975.00 1,000.00	12/10/2024 12/10/2024	Check Sequence: 28 01-11-5600-00 01-11-5600-00	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,975.00			
Vendor: Stan Ins	Standard Insurance Co.				ACH Enabled: False
164360	November 2024 Premium - Comm. Dev.	68.28	12/10/2024	Check Sequence: 29 01-03-4550-00	
164360	November 2024 Premium - Finance	73.76	12/10/2024	01-11-4550-00	
164360	November 2024 Premium - Admn.	54.61	12/10/2024	01-01-4550-00	
164360	November 2024 Premium - PS Sgts.	77.40	12/10/2024	01-02-4550-02	
164360	November 2024 Premium - PS Dets.	26.66	12/10/2024	01-02-4550-04	
164360	November 2024 Premium - PS Officers	272.92	12/10/2024	01-02-4550-03	
164360	November 2024 Premium - PS Admin.	84.72	12/10/2024	01-02-4550-01	
164360	November 2024 Premium - Water	50.32	12/10/2024	03-12-4550-00	
164360	November 2024 Premium - Streets	78.08	12/10/2024	01-04-4550-00	
	Check Total:	786.75			
Vendor: Storino	Storino Ramello & Durkin				ACH Enabled: False
92385	Labor Relations Services	1,754.90	12/10/2024	Check Sequence: 30 01-01-5674-00	
92385	Litigation Services	5,614.00	12/10/2024	01-01-5673-00	
92385	General Legal Services	15,650.55	12/10/2024	01-01-5671-00	
	Check Total:	23,019.45			
Vendor: subdrive	Suburban Driveline Inc.				ACH Enabled: False
70447	T-7 Inspection - M195063	45.00	12/10/2024	Check Sequence: 31 01-04-5663-00	
70448	T-5 Truck Inspection - M141510	67.00	12/10/2024	01-04-5663-00	
70449	T-2 Inspection - M57164	45.00	12/10/2024	01-04-5663-00	
	Check Total:	157.00			
Vendor: Suburb	Suburban Laboratories, Inc.				ACH Enabled: False
GA4000453	Coliform & Bacteria Sampling	77.50	12/10/2024	Check Sequence: 32 03-12-5600-00	
	Check Total:	77.50			
Vendor: Trotsky	Trotsky Investigative Polygraph, Inc.				ACH Enabled: False
OBT PD 24-03	2 Polygraph exams - New applicants	390.00	12/10/2024	Check Sequence: 33 01-10-5775-00	
	Check Total:	390.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: westmech C009354	Westside Mechanical, Inc. PD HVAC maintenance agreement	2,400.00	12/10/2024	Check Sequence: 34 01-02-5770-00	ACH Enabled: True
	Check Total:	2,400.00			
Vendor: Wolfe	Jerry B. Wolfe, Ph.D. Psych. Evaluation - PD candidate Psych. Evaluation - PD candidate	500.00 500.00	12/10/2024 12/10/2024	Check Sequence: 35 01-10-5775-00 01-10-5775-00	ACH Enabled: False
	Check Total:	1,000.00			
	Total for Check Run:	257,012.07			
	Total of Number of Checks:	35			



City Treasurer's Report

Nov-24

CORPORATE FUND	BALANCE October 31, 2024	RECEIVED	DISBURSED	BALANCE Nov-24	INTEREST RATE
PAYROLL	(\$0)	\$405,420	\$405,420	(\$0)	
WINTRUST MONEY MARKET	\$5,426,186	\$1,289,113	\$934,491	\$5,780,807	4.97%
Wintrust General Money Market					
Interfund Transfers		\$0	\$0		
Revenue/Expenditures		\$2,465,168	\$3,024,200		
Checking/MM Total	\$3,443,532	\$2,465,168	\$3,024,200	\$2,884,500	
DUI TECH FEE ACCT	\$0	\$0	\$0	\$0	
STATE FORFEITURE	\$0	\$0	\$0	\$0	
FEDERAL FORFEITURE	\$0	\$0	\$0	\$0	
FUEL SYSTEM REPLACEMENT	\$87,321	\$1	\$0	\$87,322	
TRAFFIC LIGHT ENFORCEMENT	\$4,445,381	\$16,896	\$250,530	\$4,211,747	4.970%
SFAM LLC 2022-6902	\$3,807,300	\$254,242	\$2,190	\$4,059,352	
CORPORATE TOTAL	\$17,209,719	\$4,430,839	\$4,616,831	\$17,023,728	
CAPITAL IMPROVEMENTS					
MONEY MARKET (HARRIS)	\$0	\$0	\$0	\$0	
SFAM LLC 5909-3614	\$392,923	\$1,650	\$246	\$394,327	
CAPITAL IMPROVEMENT TOTAL	\$392,923	\$1,650	\$246	\$394,327	
MOTOR FUEL TAX FUND					
MONEY MARKET (HARRIS)	\$455,981	\$17,187	\$1,337	\$471,832	
MFT TOTAL	\$455,981	\$17,187	\$1,337	\$471,832	
BUSINESS DISTRICT #1					
2012 BUS. DIST. DEBT SERVICE	\$0	\$0	\$0	\$0	
BUSINESS DISTRICT TOTAL	\$0	\$0	\$0	\$0	
SSA DEBT SERVICE FUND					
HARRIS	\$0	\$0	\$0	\$0	
SSA DEBT SERVICE TOTAL	\$0	\$0	\$0	\$0	
WATER					
MONEY MARKET (HARRIS)	\$1,491,161	\$231,030	\$83,124	\$1,639,068	
ESCROW ACCT.	\$0	\$0	\$0	\$0	
WATER FUND CAPITAL	\$0	\$0	\$0	\$0	
WATER TOTAL	\$1,491,162	\$231,030	\$83,124	\$1,639,068	
ALL FUNDS TOTALED	\$19,549,785	\$4,680,707	\$4,701,538	\$19,528,954	
NET INCREASE (DECREASE)		\$ (20,831)			

* Multiple Securities Purchased Having Various Interest Rates

Prepared By,
Tanya Walker, Treasurer



CITY OF OAKBROOK TERRACE
Department Payroll Summary Report for November 2024

Executive Administration	\$	30,129.72
Special Events		
Police Administration	\$	43,547.43
Police Sergeants	\$	33,446.94
Police Officers	\$	106,096.90
Police Investigations	\$	9,740.00
Police Court Time / Stand-by	\$	1,396.74
Building & Zoning	\$	24,485.19
P&Z Commission	\$	950.00
Public Services - Streets	\$	22,485.75
Police Commission	\$	25,540.02
Finance		
Traffic Light Enforcement		
Traffic Light Enforcement Court Time		
General Fund Total	\$	297,818.69
Public Services - Water	\$	28,534.85
Water Fund Total	\$	28,534.85
Snow Duties	\$	-
Motor Fuel Tax Fund Total	\$	-
Total Gross Payroll \$		326,353.54

DEC 10 2024

RESOLUTION NO. 24 - 12

**A RESOLUTION DESIGNATING THE CITY COUNCIL MEETING SCHEDULE FOR
THE CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, pursuant to Sections 2.02 and 2.03 of the Illinois Open Meetings Act, 5 ILCS 120/2.02 and 5 ILCS 120/2.03, the City is required, at the beginning of each calendar or fiscal year, to prepare, make available and give public notice of the schedule of regular meetings for such calendar or fiscal year and listing the dates, times, and places of such meetings;

WHEREAS, Sections 31.03 and 31.04 of the Code of Oakbrook Terrace, Illinois, provide that regular meetings of the City Council shall be held on the second and fourth Tuesdays of each month commencing at 7:00 p.m. and that the City Council shall meet as a Committee of the Whole in order to discuss, but not to formally act upon, all city business; and

WHEREAS, the City deems it advisable, necessary and in the public interest that the City prepare, make available and give public notice of the schedule of regular meetings of the City Council for the 2025 calendar year;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: The City hereby makes available and gives public notice of the schedule of regular meetings of the City Council, including meeting as a committee of the whole, for the 2025 calendar year and lists the dates, times, and places of such meetings, which schedule is attached hereto marked as Exhibit “A” and made a part hereof.

Section 3: The City Clerk shall be and is hereby authorized and directed to post a copy of the notice of the 2025 City Council meeting schedule at the city hall and on the City’s website until a new public notice of the schedule of regular meetings is approved and to supply copies of the 2025 City Council meeting schedule to any news medium that has filed an annual request for such notice.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 4: This resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 10th day of December 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 10th day of December 2024.

Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 10th day of December 2024.

Michael Shadley, Clerk of the of the City
of Oakbrook Terrace, DuPage County, Illinois

EXHIBIT "A"**NOTICE AND SCHEDULE OF THE REGULAR MEETINGS OF THE
CITY OF OAKBROOK TERRACE CITY COUNCIL AND
COMMITTEE OF THE WHOLE FOR THE 2025 CALENDAR YEAR**

Unless otherwise rescheduled and noticed, all regular meetings of the City of Oakbrook Terrace City Council and Committee of the Whole for the 2025 calendar year shall be held in the City Council chambers located at 17W261 Butterfield Road, Oakbrook Terrace, IL 60181 on the following dates and times:

Day	Date	Time
Tuesday	January 14, 2025	7:00 p.m.
Tuesday	January 28, 2025	7:00 p.m.
Tuesday	February 11, 2025	7:00 p.m.
Tuesday	February 25, 2025	7:00 p.m.
Tuesday	March 11, 2025	7:00 p.m.
Tuesday	March 25, 2025	7:00 p.m.
Tuesday	April 8, 2025	7:00 p.m.
Tuesday	April 15, 2025	7:00 p.m.
Tuesday	May 13, 2025	7:00 p.m.
Tuesday	May 20, 2025	7:00 p.m.
Tuesday	June 10, 2025	7:00 p.m.
Tuesday	June 24, 2025	7:00 p.m.
Tuesday	July 8, 2025	7:00 p.m.
Tuesday	July 22, 2025	7:00 p.m.
Tuesday	August 12, 2025	7:00 p.m.
Tuesday	August 26, 2025	7:00 p.m.
Tuesday	September 9, 2025	7:00 p.m.
Tuesday	September 23, 2025	7:00 p.m.
Tuesday	October 14, 2025	7:00 p.m.
Tuesday	October 28, 2025	7:00 p.m.
Tuesday	November 11, 2025	7:00 p.m.
Tuesday	November 25, 2025	7:00 p.m.
Tuesday	December 9, 2025	7:00 p.m.

DEC 10 2024

ORDINANCE NO. 24 - 46

**AN ORDINANCE AMENDING THE CODES AND REGULATIONS GOVERNING THE
CONSTRUCTION OF BUILDINGS AND STRUCTURES OF THE CODE OF
OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the "City") is a home-rule unit of local government under Article VII, Section 6, of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the corporate authorities of the City are authorized by the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, to adopt necessary ordinances to protect the health, safety, and general welfare of the citizens of the City;

WHEREAS, Section 11-30-4 of the Illinois Municipal Code, 65 ILCS 5/11-30-4, authorizes the corporate authorities of the City to prescribe the manner of constructing all buildings, structures and their accessories;

WHEREAS, the City is authorized by Division 3 of the Illinois Municipal Code, 65 ILCS 5/1-3-1, *et seq.*, and by the Municipal Adoption of Codes and Records Act, 50 ILCS 220/1, *et seq.*, to adopt by reference, as criteria for the issuance of construction, reconstruction, alteration or installation permits, the provisions of any published compilation of rules and regulations which have been prepared by nationally recognized technical trade or service organizations;

WHEREAS, the *International Building Code*, 2021 Edition, *International Mechanical Code*, 2021 Edition, *International Fuel Gas Code*, 2021 Edition, *International Energy Conservation Code*, 2021 Edition, *International Residential Code for One- and Two-Family Dwellings*, 2021 Edition, *International Existing Building Code*, 2021 Edition, *International Fire Code*, 2021 Edition, *International Swimming Pool & Spa Code*, 2021 Edition, *International Property Maintenance Code*, 2021 Edition, all published by the International Code Council; the *NFPA 101, Life Safety Code*, 2021 Edition and the National Electrical Code (NFPA No. 70-2020), 2020 Edition, each published by the National Fire Protection Association, have been filed with, have been on file and are on file in the office of the City Clerk for a period of thirty (30) days prior to the adoption of this ordinance;

WHEREAS, at least three (3) copies of the Illinois Accessibility Code, 2018 Edition, have been filed with, have been on file and are on file in the office of the City Clerk for a period of thirty (30) days prior to the adoption of this ordinance;

WHEREAS, the City has identified the *International Building Code*, 2021 Edition, *International Mechanical Code*, 2021 Edition, *International Fuel Gas Code*, 2021 Edition, *International Energy Conservation Code*, 2021 Edition, *International Residential Code for One and Two Family Dwellings*, 2021 Edition, *International Existing Building Code*, 2021 Edition, *International Fire Code*, 2021 Edition, *International Swimming Pool & Spa Code*, 2021 Edition,

International Property Maintenance Code, 2021 Edition, all published by the International Code Council; the *NFPA 101, Life Safety Code*, 2021 Edition and the National Electrical Code (NFPA No. 70-2020), 2020 Edition, each published by the National Fire Protection Association and the Illinois Accessibility Code, 2018 Edition, the model codes hereby being adopted, by title and edition to the Illinois Capital Development Board at least 30 days before the effective date of this ordinance;

WHEREAS, the corporate authorities of the City find that by the adoption of this ordinance that the City's updated building code:

(1) regulates the structural design of new buildings, other than residential buildings, in a manner that is at least as stringent as the "baseline building code" as defined in Section 10.18(e) of the Capital Development Board Act, 20 ILCS 3105/1 *et seq.*, as the 2016 or subsequent edition of the *International Building Code*, including Appendix G, published by the International Code Council with the least restrictive provisions for structural design;

(2) regulates the structural design of rehabilitation work in existing buildings, other than residential buildings, in a manner that is at least as stringent as the "baseline existing building code" as defined in Section 10.18(e) of the Capital Development Board Act, 20 ILCS 3105/1 *et seq.*, as the 2016 or subsequent edition of the *International Existing Building Code* and published by the International Code Council with the least restrictive provisions for structural design; and

(3) regulates the structural design of residential buildings in a manner that is at least as stringent as the "baseline residential code" as defined in Section 10.18(e) of the Capital Development Board Act, 20 ILCS 3105/1 *et seq.*, as the 2016 or subsequent edition of the *International Residential Code for One- and Two-Family Dwellings* published by the International Code Council with the least restrictive provisions for structural design; and

WHEREAS, in the opinion of a majority of the corporate authorities of the City, it is advisable, necessary and in the public interest that the City adopt by reference, as criteria for regulating and governing the construction and maintenance of all property, buildings and structures, as therein provided, to ensure that such property, buildings and structures are safe, sanitary and fit for occupation and use, the provisions of the *International Building Code*, 2021 Edition, published by the International Code Council, a nationally recognized technical trade or service organization;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois:

Section 1: The recitals set forth above are incorporated herein by this reference.

Section 2: Section 150.01 entitled "Adoption of Building Code" of Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.01 ADOPTION OF BUILDING CODE.

The *International Building Code*, 2021 Edition, as published by the International Code Council, Inc., is hereby adopted as the Building Code of the City of Oakbrook Terrace for regulating and governing the construction and maintenance of all property, buildings and structures, as therein provided, to ensure that such property, buildings and structures are safe, sanitary and fit for occupation and use; and each and all of the regulations, provisions, penalties, conditions, and terms of the *International Building Code*, 2021 Edition, are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter, except for certain local amendments thereto, as set forth in § 150.02 hereof.

Section 3: Section 150.02 entitled “Local Amendments to the Building Code” of Chapter 150 entitled “Codes and Regulations Governing Construction of Buildings and Structures” of Title XV entitled “Land Use” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.02 LOCAL AMENDMENTS TO THE BUILDING CODE.

The Building Code adopted in § 150.01 of this chapter is hereby amended as follows:

(A) Section 101.1 (Title) is deleted, and the following is substituted:

These regulations shall be known as the Building Code of the City of Oakbrook Terrace, hereinafter referred to as “this code.”

(B) Section 103 (Department of Building Safety) is deleted, and the following is substituted:

SECTION 103

BUILDING OFFICIAL

103.1 Director of Community and Economic Development. The Director of Community and Economic Development, and such assistants to whom the Director of Community and Economic Development has delegated authority, shall be the building official for purposes of administering and enforcing the provisions of this code and making such determinations, interpretations and orders as are necessary therefor and for requiring such plats, plans and other descriptive material as are necessary to judge compliance with this code.

(C) Sec. 105.1 (Required) is deleted, and the following is substituted:

105.1 (Required). Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure; or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code; or to cause any work to be done, shall first make application to the Director of Community and Economic Development and obtain

the required permit. Permits shall be issued only in accordance with the following requirements:

1. No permit shall be issued on any unrecorded lot or parcel or tract of land until such lot or tract has been surveyed, platted and recorded in the Office of the DuPage County Recorder.
2. No permit shall be issued until satisfactory proof has been submitted that the building or structure is served by an approved water supply and water distribution system and by approved sewage treatment facilities.

(D) Sec. 105.2 (Work exempt from permit) is amended by deleting items 1 through 6, 9 and 11 under "Building" without substitution.

(E) Sec. 105.3 (Application for permit), is amended by deleting the introductory paragraph and items 2 and 4, and substituting the following, and by adding a new paragraph 8 as follows:

105.3 Application for permit.

105.3.1 Application requirements. To obtain a permit, the applicant shall first file an application therefor in writing, on a form furnished by the Community Development Department for that purpose. Such application shall include the following:

2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work, and provide the property identification number (PIN) as it appears on the property tax bill.

4. Be accompanied by construction documents and other information as required in Section 107.3, including plans signed and sealed by an architect or engineer licensed or registered with the State of Illinois, unless such requirement is waived by the Director of Community and Economic Development for minor improvements that would generate a minimum fee. Also, be accompanied by a plat of survey for the property, prepared by a registered land surveyor. All plans shall be in sufficient detail to enable the Director of Community and Economic Development to determine the character of the work proposed under the permit. Complete framing drawings of all structural steel and mill or reinforced concrete construction shall be submitted, and such drawings shall show the dead and live loads used in the design.

8. For all new construction, be accompanied by topographical information in sufficient detail to indicate the natural drainage of

the property on which the proposed construction is to occur. Such information shall indicate the proposed final grade, including the intended water flow, which shall be established at the existing elevations unless this requirement is waived by the Director of Community and Economic Development for minor improvements that would generate a minimum fee, and such information shall also depict foundation heights at least six inches above the final grade, and indicate that the grade pitch is away from the building and at a rate of not less than one-eighth inch per foot.

- (F) Existing Sec. 105.3.1 (Action on application) is deleted, and the following is substituted:

105.3.1 Action on application. The Director of Community and Economic Development shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application, construction documents, proposed use, manner of construction, or kind and quality of materials and workmanship do not conform to the requirements of pertinent laws, the Director of Community and Economic Development shall reject such application in writing, stating the reasons therefor. If the Director of Community and Economic Development is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, and a certificate of liability insurance has been submitted in a sufficient amount, the Director of Community and Economic Development shall issue a permit upon payment of the fees and deposits required in Chapter 154 of the city's code of ordinances.

- (G) Sec. 105.3 (Application for permit) is further amended by renumbering existing paragraph 3.3.2 as paragraph 3.3.3 and adding a new section 105.3.2 as follows:

105.3.2 Copy of plans to fire chief. Two (2) copies of the plans for multiple-family and commercial construction shall be submitted by the applicant to the fire chief of the applicable fire protection district for all attached dwelling units and institutional and commercial or industrial buildings. The chief shall, within fifteen (15) days of receipt of the plans, examine them to determine whether they comply with the applicable fire protection standards of the bureau of fire prevention for the district; and, if the plans meet such standards, the chief shall endorse the plans accordingly and deliver them to the Director of Community and Economic Development. If such plans do not meet such standards, the plans shall be returned to the applicant with a memorandum of the specific deficiencies noted; and the Director of Community and Economic Development shall not issue any building permit for such uses until any plans therefor have been approved by the fire chief.

- (H) Sec. 105.5 (Expiration) is deleted, and the following is substituted:

If no work is commenced within six (6) months after issuance of a permit, or if no work is done for a period of more than six (6) months, the permit shall expire by

limitation; and a new permit, and payment of a new permit fee, shall be required before such work is continued. If all exterior work and finishing are not completed within one (1) year after issuance of a permit, a new permit, and payment of a new permit fee, shall be required before such work is continued. In the case of an addition or alteration to an existing building, if exterior work and finishing is not completed within one (1) year, the Code Official shall tag the building as unfit for occupancy and shall require that the building be vacated. Nothing in this paragraph shall prevent the extension of the expiration date of a permit by the Code Official if the permittee can show that a hardship would occur in enforcing the strict letter of this provision.

- (I) Sec. 105.7 (Placement of permit) is deleted, and the following is substituted:

The building permit or copy shall be kept on the site of the work until the completion of the project. A permit card shall be displayed at the front of the building or structure under construction. A fee of Twenty-Five Dollars (\$25) shall be required for replacement of any lost or destroyed permit card.

- (J) Sec. 105 (Permits) is further amended by adding a new Section 105.8 as follows:

105.8 Plans to be kept on file. One copy of the plans on which the permit is issued shall remain on file in the office of the Director of Community and Economic Development, and a duplicate copy shall be kept continuously at the building site during construction.

- (K) Sec. 105 (Permits) is amended by adding a new Section 105.9 as follows:

105.9 Posting of Construction Site Signs. One (1) construction site sign, as defined and regulated in the city's zoning code, shall be posted by the contractor or owner responsible for each site in the city where new building construction, construction of an addition to an existing building, or construction of a new or reconstructed commercial parking lot is taking place under a permit issued under the city's building code. Such a sign shall be a single-sided aluminum sign, two feet by four feet (2'x4') in size, to direct attention to the rules and regulations applicable to such a site, including, but not limited to, work hours, traffic rules, environmental regulations and clean-up regulations, as determined by the Director of Community and Economic Development to be necessary and appropriate, and such sign shall be obtained only from the city, for a fee as established in § 154.03(G) of the city's code of ordinances. Such sign shall not be affixed to any tree but shall be affixed to a building or fence or shall be mounted on a post or weighted standard that is no more than six feet (6') in height and is located behind the front lot line of the construction site. Such sign shall be posted prior to any construction activities as are described in this section or prior to any complete demolition of buildings or structures associated with any such construction activities; and it shall be the responsibility of the contractor or owner responsible for the site to maintain the sign in place throughout construction or demolition activities. Thereafter, such sign shall be removed within no more than two (2) weeks after a final occupancy

permit has been issued, provided that the sign may be removed under appropriate circumstances, with the permission of the Director of Community and Economic Development, upon issuance of a temporary occupancy permit.

- (L) Sec. 107.2.6 (Site plan) is amended by adding the following:

If a site plan is required by this section, such plan shall also comply with Chapter 156 of the city's code of ordinances.

- (M) The first paragraph of Sec. 107.3.4.1 (General) is deleted, and the following is substituted:

When it is required that documents be prepared by a registered design professional, the Director of Community and Economic Development shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. Such registered design professional shall be a professional licensed to practice architecture as provided by the Illinois Architectural Act, or a professional licensed to practice structural engineering as provided by the Illinois Structural Engineering Act, or a Registered Professional Engineer as provided by the Illinois Professional Engineering Act. If a structural engineer is required, such engineer shall submit a certified report verifying the structural integrity for any proposed structural addition which adds a new story to an existing structure, or where any addition utilizes existing foundation walls and footings. The city may also require such a report in other instances of new construction, alterations, repairs, expansions, additions and/or modifications of structures, in its discretion, when determined necessary for public health and safety reasons. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Director of Community and Economic Development shall be notified in writing by the owner if the registered design professional in responsible charge changes or is unable to perform the duties required.

- (N) Sec. 107.4 (Amended construction documents) is deleted, and the following is substituted:

Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents. It shall be unlawful to amend construction documents by erasing, modifying or altering any lines, words or figures on such documents after they have been previously approved by the Director of Community and Economic Development.

- (O) Sec. 109.2 (Schedule of permit fees) is deleted, and the following is substituted:

For construction or installation of buildings, structures, electrical, gas, mechanical and plumbing systems, and for alterations thereto requiring a permit, a fee for each permit shall be paid as required in accordance with Chapter 154 of the city's code of ordinances.

(P) Sec. 109.4 (Work commencing before permit issuance) is deleted, and the following is substituted:

If any person commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits, the Director of Community and Economic Development shall issue a stop-work order to terminate work until such time as the proper permit application is filed and a permit is issued. A charge of Two Hundred Dollars (\$200) shall be imposed as a penalty for work commenced without a permit in addition to the permit fees for such work.

(Q) Sec. 110.3.12 (Final inspection) is deleted, and the following is substituted:

The final inspection shall be made after all work required by the building permit is completed. All temporary installations and equipment, including, but not limited to, tanks and trailers shall be removed from the construction site before the final inspection is made.

(R) Sec. 111 (Certificate issued) is deleted, and the following is substituted:

111.2 Certificate issued. The Director of Community and Economic Development shall inspect the building or structure and shall issue a certificate of occupancy if the following conditions are met:

1. The Director of Community and Economic Development finds no violations of the provisions of this code or other laws that are enforced by the Community Development Department;
2. For new buildings or additions to existing buildings, confirmation of building height from the city's Community Development Department or from a licensed architect or structural engineer;
3. For new buildings or additions to existing buildings, an as-built topographical survey; and
4. For new buildings or additions to existing buildings, an as-built site plan and landscape plan depicting all required yards.

Such certificate of occupancy shall contain the following:

1. The building permit number;
2. The address of the structure;

3. The name and address of the owner;
4. A description of that portion of the structure for which the certificate is issued;
5. A statement that the required portion of the structure has been inspected and that all required documentation has been reviewed for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified;
6. The name of the Director of Community and Economic Development;
7. The edition of the code under which the permit was issued;
8. The use and occupancy, in accordance with the provisions of Chapter 3;
9. The type of construction as defined in Chapter 6;
10. The design occupant load;
11. If an automatic sprinkler is provided, whether the sprinkler system is required; and
12. Any special stipulations and conditions of the building permit.

(S) Sec. 111.1 (Use and occupancy) is amended by adding the following additional subsections:

111.1.1 Change in occupancy. Upon any tenant change, occupant change or ownership change within any commercial building, the building shall be required to obtain a "New Business Certificate of Occupancy." Prior to issuance of such Certificate, the building shall be subject to a Building Code inspection, Electrical Code inspection, Fire Code inspection, and/or any other inspections deemed by the Director of Community and Economic Development to be appropriate. The fee for such inspections and certificate shall be as provided in Chapter 154 of the city's code of ordinances.

111.1.2 Occupancy of previously erected or relocated buildings. The use of building or structure previously erected or moved into position is prohibited for any purpose unless such building or structure complies with the requirements of this code and receives an occupancy permit.

(T) Sec. 111.3 (Temporary occupancy) is deleted, and the following is substituted:

The Director of Community and Economic Development is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that the following conditions are met:

1. The holder of the building permit shall have completed all interior construction and work necessary to provide for the health, safety and welfare of the intended occupants;
2. An additional cash bond of not less than Two Thousand Five Hundred Dollars (\$2,500) shall be posted;
3. The holder of the building permit or the contract purchaser shall execute an agreement acknowledging the work that is to be completed, and releasing the city from any responsibility for the completion of such work;
4. The completed portion or portions can be safely occupied; and
5. A performance bond or letter of credit shall be posted in an amount equivalent to one and one-half (1½) times the estimated cost of completion of uncompleted exterior site work.

A temporary certificate of occupancy shall be valid for a period of no more than sixty (60) days during months of the year permitting exterior construction, and no more than one hundred eighty (180) days during other times of the year. If a final certificate of occupancy cannot be issued before the expiration of the temporary certificate of occupancy, all cash bonds, including those imposed by the section, shall be forfeited, and a fee of Fifty Dollars (\$50) shall be charged for each additional inspection required.

(U) Sec. 113 (Board of Appeals) is deleted without substitution.

(V) Sec. 114.4 (Violation penalties) is deleted, and the following is substituted:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Director of Community and Economic Development, or of a permit or certificate issued under the provisions of this code, shall be subject to a fine of not less than One Hundred Dollars (\$100) nor more than Seven Hundred Fifty Dollars (\$750).

(W) Sec. 115.1 (Authority) is deleted, and the following is substituted:

Whenever the Director of Community and Economic Development finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Director of Community and Economic Development is authorized to issue a stop-work order. The Director of Community and Economic Development is also authorized to issue a stop-work

order if such official finds that any work is being done in violation of any other code adopted by the city, including the zoning code.

- (X) Sec. 115.3 (Unlawful Continuance) is deleted, and the following is substituted:

Any person who shall continue any work after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to a fine of not less than One Hundred Dollars (\$100) nor more than Seven Hundred Fifty Dollars (\$750).

- (Y) Sec. 202. (Definitions) is amended by deleting the definition of "Building Official" and substituting the following:

The employee designated as the Director of Community and Economic Development in Sec. 103 of this code.

- (Z) Sec. 202. (Definitions) is amended by deleting the definition of "High-Rise Building" and substituting the following:

A building with an occupied floor located more than 50 feet (15,240 mm) above the lowest level of fire department vehicle access.

- (AA) Sec. 202 (Definitions) is amended by adding the following definition:

TENANT SPACE. A portion of a building that is occupied by a business tenant operating under a business name or by an individual governmental agency. This space shall be separated from other tenant spaces and common exit ways by the required fire-rated walls, ceilings and floors.

- (BB) Sec. 403.1 (Applicability) is deleted, and the following is substituted:

The provisions of this section shall apply to all buildings, any part of which is located more than fifty feet (50') above the lowest level of fire department vehicle access.

- (CC) Exception 2 of Sec. 403.3 (Automatic sprinkler system) is deleted without substitution.

- (DD) Sec. 403.4.1 (Smoke detection) is deleted, and the following is substituted:

Smoke detection shall be provided in accordance with Section 907.2.13.1. Installation of an automatic fire detection system shall not eliminate any requirement for a sprinkler system.

- (EE) Sec. 403.5.3 (Stairway door operation) is deleted, and the following is substituted:

Stairway doors other than the exit discharge doors shall be permitted to be locked from the stairway side. Stairway doors that are locked from the stairway side shall

be capable of being unlocked simultaneously without unlatching upon a signal from the fire command center. All stairway doors shall automatically unlock in the event of a power failure.

- (FF) 403.5.4 (Smoke proof exit enclosures) is deleted, and the following is substituted:

Every required stairway serving floors more than fifty feet (50') above the lowest level of fire department vehicle access shall comply with Sections 909.20 and 1022.9.

- (GG) Exceptions 1 and 2 in Sec. 404.3 (Automatic sprinkler protection) are deleted without substitution.

- (HH)

Sec. 708 (Fire partitions) is amended by adding a new Section 708.10 as follows:

708-.10 Additional requirements. The following additional requirements shall be met for fire partitions:

708.10.1 Hollow vertical spaces. All hollow vertical spaces shall be fire stopped at every floor level.

708.10.2 Fire spraying of structural members. All structural members shall be fire sprayed. If the bottom of the deck is the bottom of the roof, then the deck must also be sprayed.

- (II) Sec. 903.2 (Where required) is deleted, and the following is substituted:

Approved automatic sprinkler systems shall be required as provided in Section 903.2 of the city's Fire Code, as amended.

- (JJ) Section 903.3.1.2 (NFPA 13R sprinkler systems) is deleted, and the following is substituted:

903.3.1.2 NFPA 13R sprinkler systems. Where allowed in buildings of Group R, up to and including four (4) stories in height, automatic sprinkler systems shall be installed throughout in accordance with NFPA 13R, except in bathrooms with an area of fifty-five (55) square feet or less, or in closets with an area of twenty-four (24) square feet or less and a width of less than three feet (3').

- (KK) Sec. 903.4 (Sprinkler system supervision and alarms) is deleted, and the following is substituted:

All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised and shall terminate at DU-COMM (DuPage Communications, Fire Department Dispatch Center) unless an

alternative location is expressly approved by the bureau of fire prevention. All such approved locations shall be U.L. listed central stations. Additionally, the bureau of fire prevention shall have the authority to require that any fire alarm systems terminate at DU-COMM in the event that the structure is deemed to constitute a "target hazard."

(LL) Sec. 903.4.1 (Monitoring) is deleted, and the following is substituted:

Alarm, supervisory and trouble signals shall be distinctly different and automatically transmitted to and shall terminate at the DuPage Public Safety Communications Agency (DU-COMM), a joint municipal emergency dispatch center or, when approved by the Director of Community and Economic Development, shall sound an audible signal at a constantly attended location. The following signals shall be supervised:

- (1) All flow and active alarm signals from any fire suppression or fire alarm system in service; and
- (2) All system components which are normally supervised, including valves, pressures and levels which are critical to the system operation and all signal components required under National Fire Protection Standards, and any other component deemed necessary for the proper operation the system.

(MM) Sec. 907.1.3 (Equipment) is deleted, and the following is substituted:

Systems and their components shall be listed and approved for the purpose for which they are installed. The automatic fire alarm system shall be used for detection and signaling in the event of fire.

(NN) Sec. 907.2 (Where required - new buildings and structures) is deleted, and the following is substituted:

An approved manual, automatic or manual and automatic fire alarm system shall be provided in accordance with Sections 907.2.1 through 907.2.27. Where automatic sprinkler protection, installed in accordance with Section 903.1.1 or 903.1.2, is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required. An approved automatic fire detection system shall be installed in accordance with the provisions of this code and NFPA 72. Devices, combinations of devices, appliances and equipment shall comply with Section 907.1.2. The automatic fire detectors shall be smoke detectors, except that an approved alternative type of detector shall be installed in spaces such as boiler rooms where, during normal operation, products of combustion are present in sufficient quantity to actuate a smoke detector.

(OO) Sec. 907.2 (Where required - new buildings and structures) is amended by adding new Subsections 907.2.24 through 907.2.27, as follows:

907.2.24 Smoke detectors as part of system. Smoke detectors shall be used as part of the fire alarm system in all institutional and education uses and in use groups of R-1 and R-2.

907.2.25 Tenant space indication. When activated, a smoke detector shall be identified visually by the tenant space in which it is located.

907.2.26 All multiple-family dwellings. Smoke detectors shall be installed in every new multiple-family residential units as follows:

1. Location: As per 2020 National Electrical Code.
2. Specifications: Smoke detectors shall be electric type with battery backup, and shall be wired directly to the structure's A.C. system. The detectors must be interconnected so that the activation of one (1) detector will activate all other detectors in the building. No switching or extension cords or receptacle connections shall be permitted. All types of smoke detectors shall be listed with one of the approved testing laboratories which are identified in the Appendix of this code.

(PP) Sec. 909.1 (Scope and purpose) is deleted, and the following is substituted:

This section applies to mechanical or passive smoke control systems when they are required by other provisions of this code. The purpose of this section is to establish minimum requirements for the design, installation and acceptance testing of smoke control systems that are intended to provide a tenable environment for the evacuation or relocation of occupants by removing and controlling smoke, hot air and gases within a building. These provisions are not intended for the preservation of contents, the timely restoration of operations or for assistance in fire suppression or overhaul activities. Smoke control systems regulated by this section serve a different purpose than the smoke- and heat-venting provisions found in Section 910. Mechanical smoke control systems shall not be considered exhaust systems under Chapter 5 of the International Mechanical Code.

(QQ) Sec. 909.2 (General design requirements) is deleted, and the following is substituted:

Buildings, structures or parts thereof required by this code to have a smoke control system or systems shall have such systems designed in accordance with the applicable requirements of Section 909 and the National Fire Protection Association Standards, or other acceptable criteria that conform with generally accepted and well-established principles of engineering relevant to the design. The construction documents shall include sufficient information and detail to adequately describe the elements of the design necessary for the proper implementation of the smoke control systems. These documents shall be accompanied by sufficient information and analysis to demonstrate compliance with these provisions. For buildings less than twenty-five thousand (25,000) square feet in area, windows which can be opened may be used for venting smoke.

(RR) Sec. 909 (Smoke control systems) is amended by adding a new Sec. 909.21.12, as follows:

909.21.12 Other use of mechanical systems. Mechanical smoke removal may be used in lieu of gravity venting (hatches or panels) in accordance with the following criteria:

1. All systems shall be designed in accordance with the National Fire Protection Association Standards or other acceptable criteria.
2. Three hundred (300) cubic feet per minute (300 CFM) mechanical capacity will be considered the equivalent to one (1) square foot of required vent opening, or the mechanical system may be designed to provide six (6) air changes per hour.
3. The mechanical smoke management system shall have an adequate supply and return air source to allow the system to operate properly.
4. The location and design of controls for the mechanical smoke management system, including the pressurization of certain areas of a building, shall be at an easily accessible location approved by the Bureau of Fire Prevention.

(SS) Sec. 1008.3.4 (Duration) is deleted, and the following is substituted:

The emergency power system shall provide power for a duration of not less than ninety (90) minutes and shall consist of storage batteries, unit equipment or an on-site generator. The installation of the emergency power system shall be in accordance with Section 2702. In all buildings or portions of buildings with an occupant load of at least fifty (50), the means of egress lighting shall be connected to an emergency electrical system. Battery-operated emergency lights which illuminate the exit sign shall be deemed to comply with this requirement.

(TT) Exception 2 in Sec. 1008.1.9.3 (Locks and latches) is deleted without substitution.

(UU) Sec. 1008.1.10 (Panic and fire exit hardware) is deleted, and the following is substituted:

All doors equipped with latching devices in buildings or portions of buildings that serve rooms or spaces with an occupant load greater than one hundred (100) shall be equipped with approved panic and fire exit hardware. Where panic and fire exit hardware is installed, it shall comply with the following:

1. Acceptable panic and fire exit hardware shall have a door latching assembly that incorporates a device that will cause the door latch to release, and the door leaf to open, with a force of fifteen (15) pounds (67N) applied to a bar or panel in the direction of egress, at a height greater than thirty inches (30") (762 mm) and less than forty-four inches (44") (1,118 mm)

above the floor at the lock side of the door, or thirty inches (30") (762 mm) from the hinged side, whichever is farther from the hinge.

2. The actuating portion of such bar or panel shall extend not less than one half (1/2) the width of the door leaf.

(VV) Sec. 1021.1 (Exits from stories) is amended by adding the following additional subsection:

1021.5 Exits in specified circumstances. Every room or tenant space in which the travel distance exceeds seventy-five feet (75'), shall have at least two (2) egress doorways leading from the room or tenant space to an exit or corridor. Such egress doorways shall be marked with an approved illuminated exit sign and shall swing in the direction of egress travel when serving an occupant load of fifty (50) or more or a high hazard use.

Exceptions:

1. Boiler, incinerator, and furnace rooms shall be provided with two (2) egress doorways when the area exceeds fifty (50) square feet (46.6 m²) and individual fuel-fired equipment exceeds four hundred thousand (400,000) BTUs (11.24W) input capacity. Doorways shall be one-half (1/2) of the diagonal dimension of the room.

When two (2) doorways are required by this exception, a fixed ladder access out of the room may be provided for one (1) doorway.

2. Institutional Group-I-2 use areas with more than six (6) beds shall be provided with two (2) egress doorways.

(WW) Sec. 1205 (Yards or courts) is deleted without substitution.

(XX) Sec. 1404.10 (Adhered masonry veneer) is amended to read as follows:

Adhered masonry veneer shall comply with the applicable requirements of Section 1404.10.1 and Sections 6.1 and 6.3 of TMS 402/ACI 530/ASCE 5. On new construction, foundation walls shall be covered by siding or adhered masonry veneer above a height of six inches (6") above grade.

(YY) Subsection 1404.19 is added to Section 1404 (Installation of Wall Coverings) to read as follows:

1405.17 Exterior paint and colors.

1404.19.1 Exterior surface treatments. It shall be unlawful to paint, stain or color or change the color of any fence located within the city except in accordance with this Section 1405.17.

1404.19.2 Permissible exterior surface treatments. No more than one solid color shall be used on any fence located within the city.

1404.19.3 Existing colors, maintenance and vested rights. The owner of property affected by this Section 1405.17 shall have the right to maintain and repair colors existing on the effective date of this Section 1405.17. The owner of property shall be permitted to repair minor damage to the existing fences on the property and to repaint such repaired areas to match the existing color, provided, however, that the repaired area to be repainted shall not exceed fifty percent (50%) of the combined surface area of all elevations of the fence. In the event that more than fifty percent (50%) of the combined surface area of all elevations of the fence needs to be repainted, or if the color of existing fence is to be changed, then the property shall be brought into full compliance with this Section 1405.17.

(ZZ) Subsection 1612.3 (Establishment of flood hazard areas) is hereby amended to read as follows:

1612.3 Establishment of flood hazard areas.

To establish *flood hazard areas*, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled “The *Flood Insurance Study* for the City of Oakbrook Terrace, Illinois” dated “August 1, 2019, as amended or revised with the accompanying *Flood Insurance Rate Map* (FIRM) and Flood Boundary and *Floodway* Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

(AAA) Section 3001.01 (Scope is deleted, and the following is substituted:

3001.01 Scope.

a) This chapter applies to the design, construction, operation, inspection, testing, maintenance, alteration and repair of the following equipment, its associated parts, and its hoistways (except as exempted in subsection (b) of this Section):

1) Hoisting and lowering mechanisms equipped with a car or platform that move between two or more landings, including, but not limited to, elevators, platform lifts and stairway lifts;

2) Power-driven stairways and walkways for carrying persons between landings. This equipment includes, but is not limited to, escalators and moving walkways;

3) Hoisting and lowering mechanisms equipped with a car that serve two or more landings and that are restricted to the carrying of material by their

limited size or limited access to the car, including, but not limited to, dumbwaiters, material lifts and dumbwaiters with automatic transfer devices;

4) Automatic, guided transit vehicles on guide ways with an exclusive right-of-way. This equipment includes, but is not limited to, automated people movers. [225 ILCS 312/10(a) and (b)].

b) This chapter does not apply to the following equipment: personnel hoists and employee elevators for construction and demolition operations within the scope of ANSI A10.4; material hoists within the scope of ANSI A10.5; manlifts within the scope of ASME A90.1; mobile scaffolds, towers, and platforms within the scope of ANSI A92; powered platforms and equipment for exterior and interior maintenance within the scope of ANSI A120.1; conveyors and related equipment within the scope of ASME B20.1; cranes, derricks, hoists, hooks, jacks, and slings within the scope of ASME B30; industrial trucks within the scope of ASME B56; portable equipment, except for portable escalators that are covered by ANSI A17.1; tiering or piling machines used to move materials to and from storage located and operating entirely within one story; equipment for feeding or positioning materials at machine tools, printing presses, etc.; skip or furnace hoists; wharf ramps; railroad car lifts or dumpers; line jacks, false cars, shafters, moving platforms, and similar equipment used for installing an elevator by a contractor licensed in this state; conveyances located in a private residence not accessible to the public. [225 ILCS 312/10(c)].

c) Further, this chapter does not apply to special purpose personnel elevators within the scope of ASMEA 17.1 and used only by authorized personnel. [225 ILCS 312/10(c)].

d) This chapter applies to conveyances for which a building permit was issued, constructed, repaired or modified prior to October 1, 2012, as well as all conveyances for which a building permit was issued, constructed, repaired or modified on or after October 1, 2012.

(BBB) Section 3001.02 (Referenced standards) is deleted, and the following is substituted:

Section 3001.02 Referenced standards.

a) Except where a more stringent standard is otherwise provided for in the code, all conveyances shall be designed, constructed, installed, operated, inspected, tested, maintained, altered and repaired in accordance with the following standards and safety codes:

- 1) American Society of Mechanical Engineers (ASME)
Three Park Avenue
New York NY 10016-5990

A) Safety Code for Elevators and Escalators (ASME A17.1-2010/CSA B44-10) and Performance-Based Safety Code for Elevators and Escalators (ASME A17.7-2007/CSA B44.7-07);

B) Safety Code for Existing Elevators and Escalators (ASME AI 7.3-2005), but only as required under Section 35(h) and (i) of the Act and subsection (d) of this Section;

C) Safety Standard for Platform Lifts and Stairway Chairlifts (ASME AI 8.1-2008);

D) Standard for the Qualification of Elevator Inspectors (ASME QEL1-2010).

- 2) American Society of Civil Engineers (ASCE)
1801 Alexander Bell Drive
Reston VA 20191-4400

Automated People Mover Standards (ASCE 21, Part 1-2005/2006, ASCE 21, Parts 2 through 4-2008).

b) Upgrade Requirements for Existing Conveyances

1) Notwithstanding anything else in this chapter, the following upgrade requirements of the 2007 edition of the Safety Code for Elevators and Escalators (ASME A 17.1) and the 2005 edition of the Safety Code for Existing Elevators (ASME AI7.3) must be completed by January 1, 2014, but need not be completed prior to January 1, 2013:

A) Restricted opening of hoistway doors or car doors on passenger elevators in accordance with ASME A17.3-2005.

2) Notwithstanding anything else in this chapter, the following upgrade requirements of the 2007 edition of the Safety Code for Elevators and Escalators (ASME A 17.1) and the 2005 edition of the Safety Code for Existing Elevators (ASME A17.3) must be completed by January 1, 2015, but need not be completed prior to January 1, 2013:

A) Car illumination in accordance with ASME A17.3-2005;

B) Emergency operation and signaling devices in accordance with ASME AI 7.3-2005;

C) Phase reversal and failure protection in accordance with ASMEA17.3-2005;

D) Reopening device for power operated doors or gates in accordance with ASME A17.3-2005;

- E) Stop-switch pits in accordance with ASME A1 7.3-2005; and
 - F) Pit ladder installation in accordance with Section 2.2.4.2 of ASME A17.1-2007.
- 3) In the event that a conveyance regulated by this chapter is altered, the alteration shall comply with ASME A17.1-2010/CSA B44-10.
- 4) Notwithstanding anything else in this Section, the firefighter's emergency operation and the hydraulic elevator cylinder, including the associated safety devices outlined in Section 4.3.3(b) of ASME A17.3-2005, are not required to be upgraded unless:
- A) There is an alteration;
 - B) The equipment fails; or
 - C) Failing to replace the equipment jeopardizes the public safety and welfare as determined by the Director of Community and Economic Development. [225 ILCS 312/35(h) and (i)].

c) Inspection Guidelines. All conveyances be inspected and tested in accordance with the following recommended practices. The following list should not be interpreted as excluding other practices recommended by equipment manufacturers.

American Society of Mechanical Engineers (ASME)
Three Park Avenue
New York NY 10016-5990

Guide for Inspection of Elevators, Escalators, and Moving Walks (ASME AI 7.2-2010).(CCC) Sec. 3002.4 (Elevator car to accommodate ambulance stretcher) is deleted, and the following substituted:

On all new construction, remodeling, redesign or alterations for a building that has passenger or freight elevator access, one elevator shall accommodate a twenty-four (24") by ninety-six-inch (96") ambulance stretcher in the horizontal, open position; and such elevator shall be identified by the international symbol for emergency medical services (Star of Life). The symbol shall be not less than three inches (3") in height and shall be placed inside on both sides of the hoist-way door frame.

(DDD) Sec. 3102 (Membrane structures) is deleted without substitution.

(EEE) Sec. 3202 (Encroachments into the public right-of-way) is deleted without substitution, except that Sec. 3202.3.1 (Awnings, canopies, marquees and signs) is retained as part of this code.

(FFF) Sec. H110 (Roof signs) and Sec. H112 (Projecting signs) are deleted without substitution.

(GGG) Chapter 35 (Referenced Standards), the ANSI Standards, are amended by adding a new standard as follows:

ANSI A10.4-2004 Safety Requirements for Personal Hoists and Employee Elevators

(HHH) Chapter 35 (Referenced Standards), the ASCE/SEI Standards, are amended by adding a new standard as follows:

Automated People Mover Standards (ASCE 21, Part 1-2005/2006, ASCE 21, Parts 2 through 4-2008).

(III) Chapter 35 (Referenced Standards), the ASME Standards, are amended by deleting A17.1-2000 and 18.1-1999 and adding the following new standards:

A17.1-2005, A17.1(a)-2005, and A17.1(s)-2005

Safety Code for Elevators and Escalators

A17.2-2004 Guide for Inspection of Elevators, Escalators, and Moving Walks

A17.3-2005 Safety Code for Existing Elevators and Escalators

(For this standard, the required upgrades to existing elevators, as defined in the Administrative Rules (41 Ill. Adm. Code 1000), adopted in conformance with the Elevator Safety Act (225 ILCS 312/140), including upgrades to the hydraulic cylinder system and firefighter control system, shall, be completed no later than January 1, 2013).

A17.3-2015, section 3.10.12. System to Monitor and Prevent Automatic Operation of the Elevator With Faulty Door Contact Circuits is deleted without substitution.

A18.1-2005 Safety Standard for Platform Lifts and Stairway Chairlifts

QE1-1-2004 Standard for the Qualification of Elevator Inspectors

and adding the following new standards:

A) Safety Code for Elevators and Escalators (ASME A17.1-2010/CSA B44-10) and Performance-Based Safety Code for Elevators and Escalators (ASME A17.7-2007/CSA B44.7-07;

B) Safety Code for Existing Elevators and Escalators (ASME A17.3-2005), but only as required under Section 35(h) and (i) of the Act and subsection (d) of this Section;

C) Safety Standard for Platform Lifts and Stairway Chairlifts (ASME A18.1-2008);

D) Standard for the Qualification of Elevator Inspectors (ASME QEI-1-2010).

(JJJ) Chapter 35 (Referenced Standards), are amended to delete all references to the International Plumbing Code and insert the Illinois Plumbing Code 2014 Edition.

(KKK) Chapter 35 (Referenced Standards), are amended to delete all references to the International Private Sewage Disposal Code. (LLL) Adopt Appendix G Flood Resistant Construction and insert "The employee designated as the building official in Section 103 of this code.

Section 4: Section 150.04 entitled "Adoption of Mechanical Code" of Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.04 ADOPTION OF MECHANICAL CODE.

The *International Mechanical Code*, 2021 Edition, as published by the International Code Council, Inc., is hereby adopted as the Mechanical Code of the City of Oakbrook Terrace for the regulation of the design, installation, maintenance, alteration and inspection of environmental and mechanical systems as therein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the *International Mechanical Code* are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter except for the local amendments set forth in § 150.05 hereof.

Section 5: Section 150.05 entitled "Local Amendments to the Mechanical Code" of Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.05 LOCAL AMENDMENTS TO THE MECHANICAL CODE.

The Mechanical Code adopted in § 150.04 of this chapter is hereby amended as follows:

(A) Sec. 101.1 (Title) is deleted and the following is substituted:

These regulations shall be known as the Mechanical Code of the City of Oakbrook Terrace, Illinois, hereinafter referred to as "this code."

(B) Sec. 103 (Department of Mechanical Inspection) is deleted and the following is substituted:

SECTION 103

DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

103.1 Director of Community and Economic Development. The Director of Community and Economic Development, and such assistants to whom the Director of Community and Economic Development has delegated authority, shall be the code official for purposes of administering and enforcing the provisions of this code and making such determinations, interpretations and orders as are necessary therefor; and for requiring such plats, plans and other descriptive material as are necessary to judge compliance with this code.

(C) Sec. 109.2 (Fee schedule) is deleted and the following is substituted:

Sec. 109.2 (Fee Schedule) The fees for mechanical work shall be paid as required in accordance with Title XV, Chapter 154 of the city's code of ordinances.

(D) Sec. 109.6 (Fee refunds) is deleted without substitution.

(E) Sec. 108.4 (Violation penalties) is deleted and the following is substituted:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Director of Community and Economic Development, or of a permit or certificate issued under the provisions of this code, shall be subject to a fine of not less than one hundred dollars (\$100) nor more than seven hundred fifty dollars (\$750).

(F) Sec. 114 (Board of Appeals) is deleted without substitution.

(G) Sec. 202 (GENERAL DEFINITIONS) is amended by deleting the definition of "CODE OFFICIAL" and substituting the following:

The employee designated as the code official in Sec. 103 of this code.

(H) Chapter 15 (Referenced Standards), are amended to delete all references to the International Plumbing Code and insert the Illinois Plumbing Code 2014 Edition.

Section 6: Section 150.06 entitled "Adoption of Fuel Gas Code" of Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.06 ADOPTION OF FUEL GAS CODE.

The International Fuel Gas Code, 2021 Edition, as published by the International Code Council, Inc., is hereby adopted as the Fuel Gas Code of the City of Oakbrook Terrace to regulate and govern fuel systems and gas-fired appliances as therein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the International Fuel Gas Code are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter, except for the local amendments set forth in § 150.07 hereof.

Section 7: Section 150.07 entitled “Local Amendments to the Fuel Gas Code” of Chapter 150 entitled “Codes and Regulations Governing Construction of Buildings and Structures” of Title XV entitled “Land Use” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.07 LOCAL AMENDMENTS TO THE FUEL GAS CODE.

The Fuel Gas Code adopted in § 150.06 of this chapter is hereby amended as follows:

(A) Sec. 101.1 (Title) is deleted and the following is substituted:

These regulations shall be known as the Fuel Gas Code of the City of Oakbrook Terrace, Illinois, hereinafter referred to as “this code”.

(B) Sec. 103 (CODE COMPLIANCE AGENCY) is deleted and the following is substituted:

SECTION 103

DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

103.1 Director of Community and Economic Development. The Director of Community and Economic Development, and such assistants to whom the Director of Community and Economic Development has delegated authority, shall be the code official for purposes of administering and enforcing the provisions of this code and making such determinations, interpretations and orders as are necessary therefor; and for requiring such plats, plans and other descriptive material as are necessary to judge compliance with this code.

(C) Sec. 109.2 (Schedule of Fees) is deleted and the following is substituted:

Sec. 109.2 (Fee Schedule) The fee for work hereunder shall be paid as required in accordance with Title XV, Chapter 154 of the city’s code of ordinances.

(D) Sec. 109.6 (Fee refunds) is deleted without substitution.

(E) Sec.115.4 (Violation penalties) is deleted and the following is substituted:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Director of Community and Economic Development, or of a permit or certificate issued under the provisions of this code, shall be subject to a fine of not less than one hundred dollars (\$100) nor more than seven hundred fifty dollars (\$750).

(F) Sec. 109 (MEANS OF APPEAL) is deleted without substitution.

(G) Sec. 202 (GENERAL DEFINITIONS) is amended by deleting the definition of “CODE OFFICIAL” and substituting the following:

The employee designated as the code official in Sec. 103 of this code.

(H) Sec. 309.2 (Connections) is deleted and the following is substituted:

Electrical connections between equipment and the building wiring, including the grounding of the equipment, shall conform to the 2020 National Electrical Code, with local amendments.

(I) Chapter 8 (Referenced Standards), are amended to delete all references to the International Plumbing Code and insert the Illinois Plumbing Code 2014 Edition.

Section 8: Section 150.08 entitled “Adoption of Energy Conservation Code” of Chapter 150 entitled “Codes and Regulations Governing Construction of Buildings and Structures” of Title XV entitled “Land Use” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.08 ADOPTION OF ENERGY CONSERVATION CODE.

The International Energy Conservation Code, 2021 Edition or the most current edition adopted by the State of Illinois, as published by the International Code Council, Inc., is hereby adopted as the Energy Conservation Code of the City of Oakbrook Terrace to address the design of energy-efficient building envelopes and installation of energy efficient mechanical, lighting and power systems through requirements emphasizing performance as therein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the International Energy Conservation Code, are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter, except for the local amendments set forth in 150.09 hereof.

Section 9: Section 150.09 entitled “Local Amendments to the Energy Conservation Code” of Chapter 150 entitled “Codes and Regulations Governing Construction of Buildings and Structures” of Title XV entitled “Land Use” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.09 LOCAL AMENDMENTS TO THE ENERGY CONSERVATION CODE.

The Energy Conservation Code adopted in § 150.08 of this chapter is hereby amended as follows:

(A) Sec. 101.1 (Title) is deleted and the following is substituted:

101.1 Title and code official. This code shall be known as the Energy Conservation Code of the City of Oakbrook Terrace, Illinois, hereinafter referred to as “this code”. The Director of Community and Economic Development, and such assistants to whom the Director of Community and Economic Development has delegated authority, shall be the code official for purposes of administering and enforcing the provisions of this code and making such determinations, interpretations and orders as are necessary therefor; and for requiring such plats, plans and other descriptive material as are necessary to judge compliance with this code.

(B) Sec. 202 (GENERAL DEFINITIONS) is amended by deleting the definition of "CODE OFFICIAL" and substituting the following:

The employee designated as the code official in Sec. 101.1 of this code.

Section 10: Section 150.10 entitled "Adoption of International Residential Code for One- and Two-Family Dwellings" of Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.10 ADOPTION OF INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS.

The International Residential Code For One- and Two-Family Dwellings, 2021 Edition, as published by the International Code Council, Inc., is hereby adopted as the One- and Two-Family Dwelling Code of the City of Oakbrook Terrace to address the design and construction of one- and two-family dwellings and townhouses as therein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the International Residential Code For One- and Two-Family Dwellings, are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter, except for the local amendments set forth in § 150.11 hereof.

Section 11: Section 150.11 entitled "Local Amendments to the International Residential Code for One- and Two-Family Dwellings" of Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.11 LOCAL AMENDMENTS TO THE INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS.

The One- and Two-Family Dwelling Code adopted in § 150.10 of this chapter is hereby amended as follows:

(A) Sec. R101.1 (Title) is deleted, and the following is substituted:

Sec. R101.1 (Title) These regulations shall be known as the "One- and Two-Family Dwelling Code of the City of Oakbrook Terrace, Illinois," hereinafter referred to as "this code."

(B) Sec. R103 (Department of Building Safety) is deleted, and the following is substituted:

SECTION R103

DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

103.1 Director of Community and Economic Development. The Director of

Community and Economic Development, and such assistants to whom the Director of Community and Economic Development has delegated authority, shall be the building official for purposes of administering and enforcing the provisions of this code and making such determinations, interpretations and orders as are necessary therefor, and for requiring such plats, plans and other descriptive material as are necessary to judge compliance with this code.

(C) Sec. R105.3.1.1 (Determination of substantially improved or substantially damaged existing buildings in flood hazard areas) is deleted without substitution.

(D) Sec. R108.2 (Schedule of permit fees) is deleted, and the following is substituted:

The fee for work performed hereunder shall be paid as required in accordance with Chapter 154 of the city's code of ordinances.

(E) Sec. R108.5 (Refunds) is deleted without substitution.

(F) Sec. R113.4 (Violation penalties) is deleted, and the following is substituted:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Director of Community and Economic Development, or of a permit or certificate issued under the provisions of this code, shall be subject to a fine of not less than One Hundred Dollars (\$100) nor more than Seven Hundred Fifty Dollars (\$750).

(G) Sec. R112 (Board of Appeals) is deleted without substitution.

(H) Sec. 110.3 (Certificate Issued) is deleted, and the following is substituted:

110.3 Certificate issued. The Director of Community and Economic Development shall inspect the building or structure and shall issue a certificate of occupancy if the following conditions are met:

1. The Director of Community and Economic Development finds no violations of the provisions of this code or other laws that are enforced by the Department of Building and Zoning;
2. For new buildings or additions to existing buildings, confirmation of building height from the city's Community Development Department or from a licensed architect or structural engineer;
3. For new buildings or additions to existing buildings, an as-built topographical survey; and
4. For new buildings or additions to existing buildings, an as-built site plan.

Such certificate of occupancy shall contain the following:

1. The building permit number;
2. The address of the structure;
3. The name and address of the owner;
4. A description of that portion of the structure for which the certificate is issued;
5. A statement that the required portion of the structure has been inspected and that all required documentation has been reviewed for compliance with the requirements of this code;
6. The name of the Director of Community and Economic Development;
7. The edition of the code under which the permit was issued;
8. If an automatic sprinkler is provided and whether required; and
9. Any special stipulations and conditions of the building permit.

(I) Sec. 202 (General Definitions) is amended by deleting the definition of “Building Official” and substituting the following:

The employee designated as the building official in Sec. 103 of this code.

(J) Complete Table R301.2 Climatic and Geographic Design Criteria as follows:

Ground Snow Load	WIND DESIGN			Seismic Design Category	SUBJECT TO DAMAGE FROM			Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
	Speed	Topographic Effects	Special Wind Region		Windborne Debris Zone	Weathering	Frost Line Depth				
25	90	No	No	No	B	Severe	42"	Moderate	Yes	1700	50

- (K) Table R302.1 (Exterior Walls) is deleted without substitution.
- (L) Section R306 (Sanitation) is amended by adding a new Section R306.5 as follows:

R306.5 Toilet facilities. Toilet facilities shall be provided for construction workers at every one-and two-family residential construction site no later than after the completion of the foundation excavation. Such facilities shall be maintained in a sanitary condition, and non-sewer types of toilet facilities shall conform to ANSI 4.3 (2005). Portable toilet facilities shall be staked to the ground in opposite corners to avoid the unit being tipped over by wind or vandals and shall not be located or stored on public property. Portable toilet facilities may be located in the front yard of the private construction site but shall be located away from any sidewalks, and as close to the front wall of the principal structure as practical. A portable toilet shall remain in place until a temporary occupancy permit is issued. Improperly placed portable toilets may be cause for a “stop work” order, which shall not be lifted until the portable toilet has been moved to a satisfactory location as required herein.

- (M) Sec. R313.2 (One- and two-family dwellings automatic fire systems) is deleted without substitution.

- (N) Sec. R403.1.7.3 (Foundation elevation) is deleted, and the following is substituted:

R403.1.7.3 Top of foundation and finished floor elevations and site grades.

R403.1.7.3.1 Definitions.

1. Elevation. The numerical difference in vertical height above or below a given vertical datum.
2. Top of foundation (TOF). The elevation of the top of the foundation of a given building.
3. Finish floor elevation (FFE). The elevation of the top of the first finished floor of a given building.
4. Site grade (slope). The rise and fall in the surface elevation of the ground over a given horizontal distance, which can be expressed either as a percent (i.e., two feet (2') vertical over one hundred feet (100') horizontal — two percent (2%), or as a ratio (i.e., 50H:1V) of the change in horizontal length to the change in vertical height.

R403.1.7.3.2 Determination and approval of elevations.

1. The owner of property to be developed in the R-1 and R-2 zoning districts in the city shall provide a topographic survey depicting the undeveloped topography, at a minimum one-foot (1') contour, which shall be prepared, signed

and certified by a Registered Illinois Land Surveyor or a Registered Illinois Professional Engineer and tied to a benchmark recognized by the city.

2. The owner of property to be developed in the R-1 and R-2 zoning districts in the city shall provide a site engineering plan depicting the proposed topography, at a minimum one-foot (1') contour, the top of foundation elevation, and the finished floor elevation which shall be prepared, signed and certified by a Registered Illinois Land Surveyor or a Registered Illinois Professional Engineer and tied to a benchmark recognized by the city.

3. The TOF elevation and adjacent site grade shall provide for positive surface drainage away from the building and shall be determined based on the following guidelines:

a. TOF elevation shall be no more than twelve inches (12") above the elevation of the top of shoulder or back of curb as measured opposite the center of the proposed building; and

b. TOF elevation shall be no more than fifteen inches (15") above the rim elevation of a public drainage structure providing a drainage outlet for the lot in the public right-of-way; and

c. TOF elevation shall be no more than six inches (6") above the average of the TOF elevations on the adjacent lots; or

d. TOF elevation may be otherwise determined in the judgment of the city engineer based on the topography of any sloping lot, potential conflicts with Chapter 152 of this code with respect to development on the lot, or specific and unique features of a particular lot that require the exercise of professional discretion.

e. Side-yard swales shall direct surface runoff away from all adjacent buildings and shall have a minimum slope of one and one-half percent (1-1/2%) to the drainage outlet for the lot.

f. Landscape walls or retaining walls, as defined in § 156.004 of the city's code, shall be allowed as a means to comply with the site grading requirements provided for herein.

4. The FFE of the first above-ground level of a building shall be no more than two feet (2') above the TOF elevation for the building; provided that when the FFE is more than one and one-half feet (1-1/2') above the TOF elevation, the differential shall be masked on the exterior of the building through the use of dropped siding, a brick ledge or other building construction technique approved by the Director of Community and Economic Development and city engineer.

5. The elevation of the ground surface along the perimeter of the building shall be set at least four inches (4") below the TOF elevation, and shall slope away

at a minimum slope of one and one-half percent (1-1/2%) or 66.7:1), and a maximum slope of twenty-five percent (25%) or 4:1 to the lot lines.

6. The Director of Community and Economic Development and city engineer will review and approve the proposed TOF elevation, FFE elevation and site grades for all development.

(O) Sec. R404.1.5.3 is deleted, and the following is substituted:

Trench foundations are acceptable for one-story frame construction only. Concrete piers are acceptable for open porches and decks only (and not acceptable for screen porches or three-season rooms).

(P) Sec. R404.2 is deleted, and the following is substituted:

Wood foundations shall not be permitted.

(Q) Sec. R703 (Exterior Covering) is amended by adding the following after Table R703.7(2):

On new construction, foundation walls shall be covered by siding or adhered masonry veneer above a height of six inches (6") above grade.

(R) Subsection R703.18 is added to Section R703 (Exterior Covering) to read as follows:

R703.18 Exterior paint and colors.

R703.18.1 Exterior surface treatments. It shall be unlawful to paint, stain or color or change the color of a fence located within the city except in accordance with this Section R703.18.

R703.18.2 Permissible exterior surface treatments. No more than one solid color shall be used on any fence located within the city.

R703.18.3 Existing colors, maintenance and vested rights. The owner of property affected by this Section R703.18 shall have the right to maintain and repair colors existing on the effective date of this Section R703.18. The owner of property shall be permitted to repair minor damage to the existing fences on the property and to repaint such repaired areas to match the existing color, provided, however, that the repaired area to be repainted shall not exceed fifty percent (50%) of the combined surface area of all elevations of the fence. In the event that more than fifty percent (50%) of the combined surface area of all elevations of the fence needs to be repainted, or if the color of existing fence is to be changed, then the property shall be brought into full compliance with this Section R703.18.

(S) Sec. R903.4 (Roof Drainage) is amended by adding a new Subsection 903.4.2 as follows:

R903.4.2 Gutters and Downspouts. Gutters and downspouts shall be installed to provide roof drainage for all new single-family residences and any garages attached thereto, new townhouses, new residential additions of whatever size, and new detached garages.

(T) Chapter 22 (SPECIAL PIPING AND STORAGE SYSTEMS) is deleted without substitution.

(U) Part VII (Plumbing) is deleted in its entirety, without substitution.

(V) In Part VIII (Electrical), Chapter 34 (GENERAL REQUIREMENTS), Chapter 35 (ELECTRICAL DEFINITIONS), Chapter 36 (SERVICE), Chapter 37 (BRANCH CIRCUIT AND FEEDER REQUIREMENTS), Chapter 38 (WIRING METHODS), Chapter 39 (POWER AND LIGHTING DISTRIBUTION), Chapter 40 (DEVICES AND LUMINAIRES), Chapter 41 (APPLIANCE INSTALLATION), Chapter 42 (SWIMMING POOLS), and Chapter 43 (CLASS 2 REMOTE-CONTROL, SIGNALING AND POWER LIMITED CIRCUITS) are deleted without substitution.

(W) Chapter 44 (Referenced Standards), are amended to delete all references to the International Plumbing Code and insert the Illinois Plumbing Code 2014 Edition.

Section 12: Section 150.12 entitled “Adoption of Existing Building Code” of Chapter 150 entitled “Codes and Regulations Governing Construction of Buildings and Structures” of Title XV entitled “Land Use” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.12 ADOPTION OF EXISTING BUILDING CODE.

The *International Existing Building Code*, 2021 Edition, as published by the International Code Council, Inc., is hereby adopted as the Existing Building Code of the City of Oakbrook Terrace to address repair, alteration, addition or change of occupancy in existing buildings as therein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the *International Existing Building Code*, are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter, except for the local amendments set forth in § 150.13 hereof.

Section 13: Section 150.13 entitled “Local Amendments to the Existing Building Code” of Chapter 150 entitled “Codes and Regulations Governing Construction of Buildings and Structures” of Title XV entitled “Land Use” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.13 LOCAL AMENDMENTS TO THE EXISTING BUILDING CODE.

The Existing Building Code adopted in § 150.12 of this chapter is hereby amended as follows:

(A) Sec. 101.1 (Title) is deleted, and the following is substituted:

These regulations shall be known as the Existing Building Code of the City of Oakbrook Terrace, Illinois, hereinafter referred to as “this code”.

- (B) Sec. 103 (Code Compliance Agency) is deleted, and the following is substituted:

SECTION 103

DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

103.1 Director of Community and Economic Development. The Director of Community and Economic Development, and such assistants to whom the Director of Community and Economic Development has delegated authority, shall be the code official for purposes of administering and enforcing the provisions of this code and making such determinations, interpretations and orders as are necessary therefor; and for requiring such plats, plans and other descriptive material as are necessary to judge compliance with this code.

- (C) The subsection entitled “Building” in Sec. 105.2 (Work exempt from permit) is amended by deleting subparagraph (1) without substitution.

- (D) The subsection entitled “Electrical” in Sec. 105.2 (Work exempt from permit) is deleted, and the following is substituted:

The 2020 National Electrical Code shall be the standard for all electrical work under this code.

- (E) The subsection entitled “Plumbing” in Sec. 105.2 (Work exempt from permit) is deleted, and the following is substituted:

The 2014 State of Illinois Plumbing Code shall be the standard for all plumbing work under this code.

- (F) Sec. 108.2 (Schedule of permit fees) is deleted, and the following is substituted:

The fee for work performed hereunder shall be paid as required in accordance with Chapter 154 of the city’s code of ordinances.

- (G) Sec. 108.6 (Refunds) is deleted without substitution.

- (H) Sec. 112 (Means of Appeals) is deleted without substitution.

- (I) Sec. 113.4 (Violation penalties) is deleted, and the following is substituted:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a

building or structure in violation of the approved construction documents or directive of the Director of Community and Economic Development, or of a permit or certificate issued under the provisions of this code, shall be subject to a fine of not less than One Hundred Dollars (\$100) nor more than Seven Hundred Fifty Dollars (\$750).

- (J) Sec. 406 (ELECTRICAL) is deleted, and the following is substituted:

The 2020 National Electrical Code, with local amendments, shall be the standard for all electrical work under this code.

- (K) Sec. 408 (PLUMBING) is deleted, and the following is substituted:

The 2014 State of Illinois Plumbing Code, with local amendments, shall be the standard for all plumbing work under this code.

- (L) Section 409 is added to Chapter 4(Repairs) to read as follows:

**SECTION 409
EXTERIOR PAINT AND COLORS**

409.1 Exterior surface treatments. It shall be unlawful to paint, stain or color or change the color of any fence located within the city except in accordance with this Section 610.

409.2 Permissible exterior surface treatments. No more than one solid color shall be used on any fence located within the city.

409.3 Existing colors, maintenance and vested rights. The owner of property affected by this Section 610 shall have the right to maintain and repair colors existing on the effective date of this Section 610. The owner of property shall be permitted to repair minor damage to the existing fences on the property and to repaint such repaired areas to match the existing color, provided, however, that the repaired area to be repainted shall not exceed fifty percent (50%) of the combined surface area of all elevations of the fence. In the event that more than fifty percent (50%) of the combined surface area of all elevations of the fence needs to be repainted, or if the color of existing fence is to be changed, then the property shall be brought into full compliance with this Section 610.

- (M) Sec. 806 (Electrical) is deleted, and the following is substituted:

The 2020 National Electrical Code, with local amendments, shall be the standard for all electrical work under this code.

- (N) Sec. 808 (Plumbing) is deleted, and the following is substituted:

The 2014 State of Illinois Plumbing Code, with local amendments, shall be the standard for all plumbing work under this code.

- (O) Sec. 1007 (Electrical) is deleted, and the following is substituted:

The 2020 National Electrical Code, with local amendments, shall be the standard for all electrical work under this code.

- (P) Sec. 1009 (Plumbing) is deleted, and the following is substituted:

The 2014 State of Illinois Plumbing Code, with local amendments, shall be the standard for all plumbing work under this code.

- (Q) Sec. 1501.7 (Facilities required) is deleted, and the following is substituted:

1501.7 Toilet facilities required. Toilet facilities shall be provided for construction workers at every residential construction site no later than the commencement of construction. Such facilities shall be maintained in a sanitary condition, and non-sewer types of toilet facilities shall conform to ANSI 4.3 (2005). Portable toilet facilities shall be staked to the ground in opposite corners to avoid the unit being tipped over by wind or vandals and shall not be located or stored on public property. Portable toilet facilities may be located in the front yard of the private construction site, but shall be located away from any sidewalks, and as close to the front wall of the principal structure as practical. A portable toilet shall remain in place until a temporary occupancy permit is issued. Improperly placed portable toilets may be cause for a “stop work” order, which shall not be lifted until the portable toilet has been moved to a satisfactory location as required herein.

- (R) Chapter 16 (Referenced Standards), are amended to delete all references to the International Plumbing Code and insert the Illinois Plumbing Code 2014 Edition.

Section 14: Section 150.14 entitled “Adoption of Fire Code” of Chapter 150 entitled “Codes and Regulations Governing Construction of Buildings and Structures” of Title XV entitled “Land Use” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.14 ADOPTION OF FIRE CODE.

The *International Fire Code*, 2021 Edition, as published by the International Code Council, Inc., is hereby adopted as the Fire Code of the City of Oakbrook Terrace for the city’s regulations governing the safeguard of lives and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices; and from conditions hazardous to life or property in the use or occupancy of existing or proposed new buildings or premises in the city; and each and all of the regulations, provisions, penalties, conditions, and terms of the *International Fire Code*, 2021 Edition, are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter, except for certain local amendments thereto, as set forth in § 150.15 hereof.

Section 15: Section 150.15 entitled “Local Amendments to the Fire Code” of Chapter 150 entitled “Codes and Regulations Governing Construction of Buildings and Structures” of

Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 150.15 LOCAL AMENDMENTS TO THE FIRE CODE FOR ALL PROPERTIES WITHIN THE CITY OF OAKBROOK TERRACE.

For all properties located within the City of Oakbrook Terrace, the Fire Code adopted in § 150.14 of this chapter is hereby amended as follows:

(A) Section 101.1 (Title) is deleted and the following is substituted:

These regulations shall be known as the Fire Code of the City of Oakbrook Terrace and are hereinafter referred to as the "Fire Code."

(B) Section 103.1 (General) is deleted and the following is substituted:

The bureau of fire prevention is a subdivision or agency of a fire district, or jurisdiction that is responsible for fire prevention duties, including, but not limited to, code enforcement, conduct of fire inspections, public education, fire investigations, the keeping of records, and any other activity that may have as its ultimate purpose, the prevention of fire and the reduction of life and property loss from fire and explosion within the boundaries of either the York Center Fire Protection District or the Oakbrook Terrace Fire Protection District as they may have jurisdiction within the city. This subdivision or agency may be known as the Fire Prevention Bureau, Bureau of Fire Prevention, or other such similar names.

(C) Section 103.2 (Appointment) is deleted and the following is substituted:

The person in general charge of the bureau of fire prevention shall be appointed by the board of trustees of each fire protection district with jurisdiction in the city, with the advice of the fire chief of each respective district.

(D) 103.3 (Deputies) is deleted and the following is substituted:

The fire chiefs of the respective fire protection districts with jurisdiction in the city may detail such members of the district as fire inspectors or code enforcement officials as shall, from time to time, be necessary and may employ those with special technical expertise as necessary.

(E) Section 104.1 (General) is deleted and the following is substituted:

The bureaus of fire prevention of each fire protection district with jurisdiction in the city, which are hereby established and which shall be operated under the supervision of the fire chief of each respective district, shall enforce the city's fire code. The fire code official shall have the authority to render interpretations of this code, and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules and regulations shall be in compliance with the

intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.

(F) 104.8 (Modifications) is deleted and the following is substituted:

The respective bureau of fire prevention of each fire protection district with jurisdiction in the city shall have the power to modify any provisions of this code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of this code, provided that the spirit of the code shall be observed, public safety is secured, and substantial justice is done. The particulars of such modifications when granted or allowed and the decision of the bureau of fire prevention shall be entered upon the records of the respective districts, and a signed copy shall be furnished to the applicant and the city.

(G) Section 105.1.1 (Permits required) is deleted and the following is substituted:

All new buildings including single family housing are required to have a certificate of occupancy issued by the Community Development Department of the city for incorporated areas, which verifies that the building meets the requirements of the code. No certificate of occupancy shall be issued unless the building is in conformance with the requirements of this code. The certificate of occupancy shall be required for all existing buildings and for new buildings under construction.

(H) Section 105.1.2 (Types of permits) is deleted without substitution.

(I) Section 105.2 (Application) is deleted and the following is substituted:

Application for required certificates of occupancy in the city shall be made to the Director of Community and Economic Development. The city shall determine criteria, limitations and duration of permits and shall not issue a certificate of occupancy until all requirements are met. The city agrees to notify the bureau of fire prevention of the affected fire protection district when such a certificate is issued.

(J) Section 105.3.3 (Occupancy prohibited before approval) is deleted and the following is substituted:

Certificates of occupancy shall be required for buildings which change use, and building permits shall be required for buildings that are added to, remodeled or altered.

(K) Section 105.3.5 (Posting the permit) is deleted and the following is substituted:

After final inspection is completed by the bureau of fire prevention for any building located within the city, a certificate of occupancy will be issued by the city's Community Development Department. A certificate of occupancy must be obtained before a tenant or owner can occupy and operate any business. In addition, a copy of the certificate must be kept on file at the place of business. For buildings located within the city, a notice of approval of final inspection will be supplied to the city's Community Development Department.

(L) Section 105.4.1 (Submittals) is deleted and the following is substituted:

Construction documents shall be drawn to scale upon suitable material. Electronic media documents are allowed to be submitted when approved by the fire code official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the code official. All buildings except single family housing are also required to complete an application for building/life safety review at the fire station at the time prints are submitted for review. All fire protection plans shall be reviewed and approved by the bureau of fire prevention before construction starts.

(M) Section 105.1.1 (Permits required) is amended by adding the following new subsection:

105.1.1.1 Plan review fees. The plan review fees applicable to this code shall be as provided in Chapter 154 of the city's code of ordinances. Each of the fire protection districts with jurisdiction in the city has also adopted a schedule of plan review fees by ordinance,

(N) CHAPTER 105 (PERMITS) is amended by adding the following new section:

105.8 New materials, processes or occupancies. After giving affected persons notice and an opportunity to be heard, the code enforcement officer may determine and specify which new materials, processes or occupancies that shall require building permits, in addition to those specifically set forth and enumerated in sections 105.6 and 105.7 of this code. The code enforcement officer shall post such list in a conspicuous place in his or her office, and shall make copies available for distribution to interested persons.

(O) CHAPTER 106 (INSPECTIONS) is amended by adding the following new section:

306.5 Final inspection. All buildings, whether new construction, remodeled, redesigned or altered, must obtain a final occupancy inspection from the bureau of fire prevention of the affected fire protection district when work is completed. Final occupancy inspections must be scheduled no less than seventy-two (72) hours in advance of the inspection. The failure to receive a final occupancy inspection and receive a certificate of occupancy is a violation of this code.

(P) Section 108.1 (Board of appeals established) is deleted and the following is substituted:

The city has not established a board of appeals for alleged violations of the code. When a code enforcement officer of a district shall deny an application, or when it is claimed that the provisions of this code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the code enforcement officer to the applicable district's board of trustees within fifteen (15) days from the date of the decision appealed. The respective boards of trustees, acting as a board of appeals, may adopt rules of procedure for conducting their

business and shall render all decisions and findings in writing to the appealing party with duplicate copies tendered to the code enforcement officer and the city's Community Development Department.

(Q) Section 109.1 (Unlawful acts) is deleted and the following is substituted:

Any person, firm or corporation who either knowingly or unknowingly violates any provisions of this code, or fails to comply with any order made hereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved hereunder, or without first obtaining any certificate or permit issued hereunder, shall be in violation of this code and subject to penalties for the violations.

(R) Section 109.2 (Notice of violation) is deleted and the following is substituted:

If, while performing an inspection, the code enforcement officer comes upon a non-life safety hazard, the owner or occupant will receive a copy of the inspection report with the violation(s) listed. The owner or occupant shall have thirty (30) days thereafter in which to correct these violation(s). A re-inspection will occur after the thirty (30) days, and if the violation(s) are still not corrected, a violation notice shall be given to the owner or occupant. The owner or occupant shall then have fifteen (15) days to correct the violation(s). If, after the fifteen (15) day period, the violation(s) have still not been corrected, a violation ticket will be issued. The owner or occupant shall have seventy-two (72) hours thereafter to correct the violation(s). If the violation is not corrected, the code enforcement officer shall direct the issuance of a non-traffic arrest ticket requiring a court appearance and subjecting the owner or occupant to fines and other penalties.

(S) Sec. 109.3 (Violation penalties) is deleted and the following is substituted:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof, or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Director of Community and Economic Development, a fire official, or of a permit or certificate issued under the provisions of this code, shall be subject to a fine of not less than one hundred dollars (\$100) nor more than seven hundred and fifty dollars (\$750), and each day a violation continues shall be considered a separate offense.

(T) CHAPTER 109 (VIOLATIONS) is amended by adding the following new sections:

109.4 Life safety violations. If the code enforcement officer identifies a life safety violation, such violation shall be immediately cited and shall be remedied while the code enforcement officer is still on site. The owner or occupant on the premises at which any life safety violation has been identified shall automatically be issued a violation ticket. If a life safety violation is not immediately corrected, the code enforcement officer may declare the building unsafe pursuant to section 110 of this code, or issue a stop work order pursuant to section 111 of this code, until all life safety violations have been fully remedied.

109.5 Continuing duty to remedy. The issuance of a penalty for a code violation shall

not excuse the violation, and the owner or occupant on the premises shall not permit the violation to continue. All such persons shall be required to correct or remedy such violations or defects within a reasonable amount of time. When not otherwise specified, each day that the prohibited code violations continue shall constitute a separate offense under this code.

(U) Section 110.2 (Evacuation) is deleted and the following is substituted:

When, in the opinion of the code enforcement officer, there is actual and immediate danger because of hazardous conditions which endanger life or may cause adverse effects upon adjoining properties, the code enforcement officer may order the building immediately evacuated and cause remedial action as necessary. Violation tickets will be issued on site. The cost of any remedial action shall be borne by the owner of the premises. Persons notified to evacuate the building shall immediately leave the structure or premises and shall not enter or re-enter until authorized to do so by the code enforcement officer or his designee.

(V) Sec. 112.4 (Violation penalties) is deleted, and the following is substituted:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Director of Community and Economic Development, or of a permit or certificate issued under the provisions of this code, shall be subject to a fine of not less than One Hundred Dollars (\$100) nor more than Seven Hundred Fifty Dollars (\$750).

(W) The definitions of APPROVED, FIRE OFFICIAL and PUBLIC WAY are deleted from

SECTION 202 (GENERAL DEFINITIONS) and the following definitions are substituted:

APPROVED. A circumstance in which specific equipment, an installation or a procedure has been deemed acceptable to the Authority Having Jurisdiction.

FIRE CODE OFFICIAL or **CODE ENFORCEMENT OFFICER.** Any authorized individual assigned by a fire district to serve in an inspectional and fire prevention role within a bureau of fire prevention.

PUBLIC ROADWAY. A public street right-of- way or public access easement.

(X) SECTION 202 (GENERAL DEFINITIONS) is amended by adding the following additional definitions:

ADOPTING PARTIES. The city and both districts.

AUTHORITY HAVING JURISDICTION. The organization, officer, or individual responsible for approval of specific equipment, an installation or a procedure.

BUREAU OF FIRE PREVENTION. The bureau of fire prevention of the respective districts.

CITY. The City of Oakbrook Terrace, DuPage County, Illinois.

CORPORATION COUNSEL. The attorneys for the City of Oakbrook Terrace, the York Center Fire Protection District and the Oakbrook Terrace Fire Protection District, respectively.

COUNTY. DuPage County, Illinois

DISTRICTS. The York Center Fire Protection District, DuPage County, Illinois, and the Oakbrook Terrace Fire Protection District, DuPage County, Illinois.

FIRE PREVENTION CODE or **CODE.** The city's fire code, as adopted in § 150.14 of the city's code of ordinances.

HIGH RISE BUILDING. Any building that is greater than fifty feet (50') in height from the lowest area of fire equipment set-up or personnel entry.

LIFE SAFETY VIOLATION. A code violation that constitutes a clear and inimical threat to human life, safety or public health.

PRIVATE ROADWAY. A private street, road, parking lot, traffic lane or access drive.

PROSECUTING COUNSEL. The city prosecutor for the City of Oakbrook Terrace.

SPECIAL PERMIT. A permit issued by a district associated to uses permitted for a short period of time.

VIOLATION NOTICE. The form used by city or a district in issuing a violation warning.

ISOLATION TICKET. The form used by the city or a district in issuing a written notice prescribing penalties for specified code violations.

Section 16: Section 150.16 entitled "Registration of Conveyances" of Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby retitled "Local Amendments to the Fire Code for Properties Located within the York Center Fire Protection District" and is further amended to read as follows:

§ 150.16 LOCAL AMENDMENTS TO THE FIRE CODE FOR PROPERTIES LOCATED WITHIN THE YORK CENTER FIRE PROTECTION DISTRICT.

For properties located within the jurisdiction of the York Center Fire Protection District, the Fire Code adopted in § 150.14 of this chapter is hereby amended as follows:

The regulations of the 2021 editions of the International Fire Code, the International Building Code and the International Property Maintenance Code, as published by the

International Code Council are hereby adopted as the regulations governing the safeguard of lives and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices; and from conditions hazardous to life or property in the use or occupancy of existing or proposed new buildings or premises in the unincorporated areas of DuPage County serviced by the York Center Fire Protection District with such amendments as are hereafter set forth.

CHAPTER 1 ADMINISTRATION

Section 101 GENERAL

101.1 Title.

Delete section 101.1 and substitute the following text:

101.1 Title. These regulations shall be known as the Fire Prevention and Life Safety Code of the York Center Fire Protection District and is hereinafter referred to as “the Fire Code” or “the Code.”

Section 103 DEPARTMENT OF FIRE PREVENTION

103.1 General.

Delete Section 103.1 and substitute the following text:

103.1 The Bureau of Fire Prevention is a subdivision or agency of a fire district, or jurisdiction that is responsible for fire prevention duties, including, but not limited to, code enforcement, conduct of fire inspections, public education, fire investigations, the keeping of records and any other activity that may have as its ultimate purpose the prevention of fire and the reduction of life and property loss from fire and explosion within the boundaries of the York Center Fire Protection District. This subdivision or agency may be known as the Fire Prevention Bureau, Bureau of Fire Prevention or other such similar names.

103.2 Appointment.

Delete Section 103.2 and substitute the following text:

103.2 Appointment. The person in general charge of the Bureau of Fire Prevention shall be appointed by the Board of Trustees of the Fire District with the advice of the Fire Chief of the Fire District.

103.3 Deputies.

Delete Section 103.3 and substitute the following text:

103.3 Deputies. The Fire Chief of the Fire District may detail such member(s) of the District as Fire Inspectors or Code Enforcement Officials as shall, from time to time, be necessary and may employ those with special technical expertise as necessary.

Section 104 GENERAL AUTHORITY AND RESPONSIBILITIES

104.1 General.

Add the following text to Section 104.1:

The Bureau of Fire Prevention of the District shall enforce the Fire District's Fire Prevention and Life Safety Code, which is hereby established, and which shall be operated under the supervision of the Fire Chief of the Fire District.

104.8 Modifications.

Delete Section 104.8 and substitute the following text:

104.8 Modifications. The Bureau of Fire Prevention of the Fire District shall have the power to modify any provisions of this Code upon application in writing by the owner or lessee, or his/ or her duly authorized agent when there are practical difficulties in the way of carrying out the strict letter of this Code, provided that the spirit of the Code shall be observed, public safety is secured and substantial justice is done. The particulars of such modifications when granted or allowed and the decision of the Bureau of Fire Prevention shall be entered upon the records of the district and a signed copy shall be furnished to the applicant.

Section 105 PERMITS

Section 105.1.1 Permits Required.

Delete Section 105.1.1 and substitute the following text:

105.1.1 Permits Required. All new buildings, including single-family housing are required to have a Certificate of Occupancy issued by the Building Department of DuPage County for unincorporated areas which verifies that the building meets the requirements of the Code. No Certificate of Occupancy or Special Permit shall be issued unless the building is in conformance with the requirements of this Code. The Certificate of Occupancy or Special Permit shall be required for all existing buildings and for new buildings under construction.

Section 105.1.2 Types of Permits.

Delete Section 105.1.2 in its entirety.

Section 105.2 Application.

Delete Section 105.2 and substitute the following text:

105.2 Application. Where Certificates of Occupancy are required within the boundaries of the York Center Fire Protection District, application shall be made to the DuPage County Building Department. Where Special Permits are required within the boundaries of the unincorporated areas, an application shall be made to the Office of the State Fire Marshall or DuPage County Building Department, as applicable. The County, as applicable, shall determine criteria, limitations and duration of permits and shall not issue a Certificate of Occupancy/Special Permit until all requirements are met. The County, as applicable, agrees to notify the Bureau of Fire Prevention for the affected District when such Certificates or Permits are issued.

Section 105.3.3 Occupancy prohibited before approval.

Delete Section 105.3.3 and substitute the following text:

Certificates of Occupancy or Occupancy Permits, as applicable, shall be required for buildings which change use, and building permits shall be required for buildings that are added to, remodeled or altered.

Section 105.3.5 Posting the Permit.

Delete Section 105.3.5 and substitute the following text:

105.3.3 Occupancy prohibited before approval. After final inspection is completed by the Bureau of Fire Prevention, all buildings located in unincorporated DuPage County shall receive a Certificate of Occupancy issued by the Fire Prevention Bureau along with the DuPage County Building Department. A Certificate of Occupancy or Occupancy Permit must be obtained before a tenant or owner can occupy and operate any business. In addition, a copy of the Certificate or Permit must be kept on file at the place of business. A copy of any Special Permit will be supplied to the DuPage County Building Department for buildings located in unincorporated DuPage County.

105.4.1 Submittals

Add the following text to section 105.4.1:

All buildings, except single-family housing, are also required to fill out an Application for Building / Life Safety Review at the fire station at the time prints are dropped off for review. All fire protection plans shall be reviewed by the Bureau of Fire Prevention and approved before construction starts.

105.4.7 (New) Plan Review Fees.

Add new Section 105.4.7 as follows:

105.4.7 (New) Plan Review Fees. The York Center Fire Protection District has adopted a schedule of Plan Review fees under cover of separate ordinance.

105.8 (New) New Materials, Processes or Occupancies.

Add new Section 105.8 as follows:

105.8 (New) New Materials, Processes or Occupancies. After giving affected persons with notice and an opportunity to be heard, the Code Enforcement Officer may determine and specify which new materials, processes or occupancies that shall require Building Permits, in addition to those specifically set forth and numerated in Sections 105.6 and 105.7 of this Code. The Code Enforcement Officer shall post such list in a conspicuous place in his/her office and shall make copies available for distribution to interested persons.

Section 106 INSPECTIONS

106.4 (New) Final Inspection.

Add new Section 106.4 as follows:

106.4 Final Inspection. All buildings—whether new construction, remodeled, redesigned or altered—must obtain a final occupancy inspection when work is completed from the Bureau of Fire Prevention. Final occupancy inspections must be scheduled no less than 72 hours in advance of the inspection. The failure to receive a final occupancy inspection and receive a Certificate of Occupancy or Occupancy Permit, as applicable, is in violation of this Code.

Section 108 BOARD OF APPEALS

108.1 Board of Appeals Established.

Delete Section 108.1 and substitute the following text:

108.1 Board of Appeals Established. The York Center Fire Protection District has established a Board of Appeals for alleged violations of the Code. When a Code Enforcement Officer of a District shall deny an application or refuse to grant a special permit applied for or when it is claimed that the provisions of this Code do not apply or that the true intent and meaning of the Code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Bureau of Fire Prevention to the applicable District Board of Trustees within fifteen (15) days from the date of the decision appealed. The Board of Appeals may adopt rules of procedure for conducting their business and shall render all decisions and findings in writing to the appealing party with duplicate copies tendered to the Code Enforcement Officer and the County, as applicable.

Section 109 VIOLATIONS

109.1 Unlawful acts.

Delete Section 109.1 and substitute the following text:

109.1 Unlawful acts. Any person, firm or corporation who either knowingly or

unknowingly violates any provisions of the Code hereby adopted or fails to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or without first obtaining any certificate or permit issued thereunder, shall be in violation of this Code and subject to penalties for the violations.

109.2 Notice of Violation.

Delete Section 109.2 and substitute the following text:

109.2 Notice of Violation. If while performing an inspection, the Code Enforcement Officer comes upon a non-life-safety hazard, the owner or occupant will receive a copy of the inspection report with the violation(s) listed. The owner or occupant has thirty (30) days in which to correct these violation(s). A re-inspection occurs after the thirty (30) days, and if the violation(s) are still not corrected, a Violation Notice shall be given to the owner or occupant. The owner or occupant then has fifteen (15) days to correct the violation(s). If, after the fifteen- (15-) day time period has run, the violation(s) have still not been corrected, a Violation Ticket will be issued. The owner or occupant has 72 hours to correct the violation(s). If this is not done, then the Code Enforcement Officer shall direct the issuance of a Non-Traffic Arrest Ticket requiring a court appearance and subjecting the owner or occupant to fines and other penalties.

109.3 Violation Penalties.

Delete Section 109.3 and substitute the following text:

109.3 Violation Penalties. Any person who violates a provision of this Code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, a fire official or of a permit or certificate issued under the provisions of this Code shall be subject to a fine of not less than One Hundred Dollars (\$100.00) nor more than One Thousand Five Hundred Dollars (1,500.00), and each day a violation continues shall be considered a separate offense.

109.4 (New) Life Safety Violations.

Add new Section 109.4 as follows:

109.4 Life Safety Violations. If the Code Enforcement Officer comes upon a Life Safety Violation, this violation shall be immediately cited and be remedied while the Code Enforcement Officer is still on site. Life Safety Violations are automatically issued Violation Ticket(s) to the owner or occupant on the premises. If Life Safety Violations are not immediately corrected, the Code Enforcement Officer has the ability to declare the building unsafe pursuant to Section 110 of the Code or to issue a stop work order until all Life Safety Violations have been fully remedied.

109.5 (New) Continuing Duty to Remedy.

Add new Section 109.5 as follows:

109.5 Continuing Duty to Remedy. The issuance of a penalty for a Code violation shall not excuse the violation nor shall the penalty permit the violation to continue, and all such persons shall be required to correct or remedy such violations or defects within a reasonable amount of time. When not otherwise specified, each day that the prohibited Code violations remain unremedied shall constitute a separate offense under this Code.

Section 110 UNSAFE BUILDINGS

110.2 Evacuation.

Delete Section 110.2 and insert the following text:

110.2 Evacuation. When, in the opinion of the Code Enforcement Officer, there is actual and immediate danger because of hazardous conditions which endanger life or may cause adverse effects upon adjoining properties, the Code Enforcement Officer may order the building immediately evacuated and cause remedial action as necessary. Violation Tickets will be issued on site, and notification to the DuPage County Building Department will be done. The cost of any remedial action shall be borne by the owner of the premises. Persons notified to evacuate the building shall immediately leave the structure or premises and shall not enter or re-enter until authorized to do so by the Code Enforcement Officer or his designee.

CHAPTER 2 DEFINITIONS

Section 202 GENERAL DEFINITIONS

Add additional definitions to Section 202. To the extent that the definitions in this amendment conflict with Section 202, the definitions in this amendment control.

A. Wherever the phrase "Fire Prevention Code" or the term "Code" is used, they shall be held to mean the Fire Prevention and Life Safety Code adopted by the York Center Fire Protection District.

B. Wherever the term "County" is used in the Code, it shall be held to mean DuPage County, Illinois.

C. Wherever the term "District" is used in the Code, it shall be held to mean York Center Fire Protection District, DuPage County, Illinois

. Wherever the term "Adopting Parties" is used in the Code, it shall be held to mean DuPage County and Fire District.

E. Wherever the term "Legal Counsel" is used in the Code, it shall be held to mean the attorney for the York Center Fire Protection District.

F. Wherever the term “Bureau of Fire Prevention” is used in the Code, it shall be held to mean the Bureau of Fire Prevention of the York Center Fire Protection District.

G. Wherever the term “Code Enforcement Officer” or “Fire Code Official” is used in the Code, it shall be held to mean any authorized individual assigned by a Fire District to serve in an inspectional and fire prevention role within a Bureau of Fire Prevention.

H. Wherever the term “Authority Having Jurisdiction” or the acronym “AHJ” is used in the Code, it shall be held to mean the organization, officer, or individual responsible for approval of specific equipment, an installation or a procedure.

I. Wherever the term “Approved” is used in the Code, it shall be held to mean that specific equipment, an installation or a procedure has been deemed acceptable to the Authority Having Jurisdiction.

J. Wherever the phrase “High-Rise Building” is used in the Code, it shall be held to mean any building that is greater than fifty feet (50') in height from the lowest area of fire equipment set-up or personnel entry.

K. Wherever the term “Private Roadway” is used in the Code, it shall be held to mean a private street, road, parking lot, traffic lane or access drive.

L. Wherever the term “Public Roadway” is used in the Code, it shall be held to mean a public street right-of-way or public access easement.

M. Wherever the term “Special Permit” is used in the Code, it shall be held to mean a permit issued by a District associated to uses permitted for a short period of time.

N. Wherever the term “Violation Notice” is used in the Code, it shall be held to mean the form used by the District in issuing a violation warning.

O. Wherever the term “Violation Ticket” is used in the Code, it shall be held to mean the form used by the District in issuing a written notice prescribing penalties for specified Code violations.

P. Wherever the term “Life Safety Violation” is used in the Code, it shall be held to mean a Code violation that constitutes a clear and inimical threat to human life, safety or public health.

CHAPTER 3 GENERAL PRECAUTIONS AGAINST FIRE

Section 304 COMBUSTIBLE WASTE MATERIAL

304.3.4 (New) Packing Materials.

Add new Section 304.3.4 as follows:

304.3.4 Packing Materials. Wherever and whenever stock is dispensed directly from a shipping container and combustible material is used as a protective packing, such packing material shall be removed from the container and taken care of by removing to the outside in closed containers. Such containers shall be kept closed at all times except when removing stock there from.

304.4 (New) Removal of Packing and Waste Materials.

Add new Section 304.4 as follows:

304.4 Removal of Packing and Waste Materials. No person(s) shall store in any building excess amounts of combustible empty packing cases, wooden or plastic pallets, rubbish, paper bags, barrels, boxes, rubber tires, shavings, excelsior, litter, hay, straw and similar combustibles. Aisle-ways and storage of the above-mentioned combustibles necessary for the performance of the business shall be kept in an orderly and neat manner. Combustible materials shall be removed daily or more often as is necessary to suitable vaults, bins, dumpsters, compactors, or separate buildings. The Fire Code Official shall approve such practices.

CHAPTER 5 FIRE SERVICE FEATURES

Section 503 FIRE APPARATUS ACCESS ROADS

503.1.1 Buildings and facilities.

Delete Section 503.1.1 and substitute the following text:

503.1.1 Buildings and facilities. Public or private access shall be provided to each building so that the first responding fire department apparatus will be able to be so located that all points of the interior of the building may be reached by one hundred and fifty feet (150') of initial fire attack hose as measured by an approved route around the exterior of the building. Access routes shall be so arranged that fire department apparatus may respond from all points for the building to adjacent fire hydrants along routes not to exceed three hundred feet (300') from the most remote point of the building to the closest fire hydrant. Access routes shall be continuous around the entire building, but the District Fire Chief or his/her designee may modify this requirement where adequate building access openings and a complete fire suppression system are provided.

EXCEPTION: Where the size or height of the building does not allow this regulation to be met, an interior standpipe system equipped with fire department hose connections approved by the fire district may be allowed as an exception. The standpipe system must be connected to a public water system. Design and installation of the standpipe system shall meet the design criteria for Class I and III Systems as set forth in NFPA 14.

503.2.1 Dimensions.

Delete Section 503.2.1 and substitute the following text:

503.2.1 Dimensions. Public or private access for motor fire apparatus shall be provided around the building so that there may be proper operation of ladders and mechanically elevated mechanisms. The minimum width of the fire lane shall be twenty feet (20') with greater widths to accommodate vehicles when turning and laddering buildings.

503.2.3 Surface.

Delete Section 503.2.3 and substitute the following text:

503.2.3 Surface. Public or private fire department access roads and ways shall be suitable for all weather conditions and be properly maintained and accessible at all times. Such access roads and ways shall be a minimum six inches (6") of granular stone surfaced by at least two inches (2") of bituminous asphalt material or other such construction material acceptable to the Fire Code Official.

503.2.4 Turning Radius.

Delete Section 503.2.4 and substitute the following text:

503.2.4 Turning Radius. Public access for turning radius for fire apparatus shall be no less than forty feet (40') in width.

503.2.8 (New) Distance from Building.

Add new Section 503.2.8 as follows:

503.2.8 Distance from Building. Access roads shall not be less than fifteen feet (15') from the building and must be further if the building requires a greater setback to properly ladder the building.

503.3. Marking.

Add the following text to Section 503.3:

Permanent all-weather signs along with curbs along the fire lane and access ways shall be painted yellow with black lettering stating "No Parking Fire Lane" identifying fire lanes and access ways and shall be painted and posted by the owner of the property.

503.3.1 (New) Fire lanes.

Add new Section 503.3.1 as follows:

503.3.1 Fire Lanes. Fire lanes on private property within the unincorporated parts of the District shall be approved by the Fire Chief or his/her designee. The owners or operators of any public or private building located within a District will execute a "Fire Lane No Parking" contract with the DuPage County Sheriff's office, as applicable.

503.4 Obstruction of fire apparatus access roads.

Delete Section 503.4 and substitute the following text:

503.4 Obstruction of fire apparatus access roads. The parking of motor vehicles obstructing fire lanes or access routes shall be prohibited at all times. The roadway shall not have any obstructions less than thirteen feet six inches (13'-6") above the roadway.

503.6 Security gates.

Add the following text to Section 503.6:

503.6 Security gates. All fence gates with padlocks or electric switches shall be capable of being opened with the Knox Box key or Optacon used by the district.

503.7 (New) Cul-de-sac access.

Add new Section 503.7 as follows:

503.7 Cul-de-sac access. Where cul-de-sacs are permitted, they shall not be less than ninety feet (90') in diameter. The maximum length of the cul-de-sacs shall be one hundred feet (100') for other than residential construction. Residential construction shall be in accordance with the applicable County Subdivision Ordinance.

Section 505 PREMISES IDENTIFICATION

505.1 Address numbers.

Delete Section 505.1 and substitute the following text:

505.1 Address numbers. All commercial and residential occupancies within the corporate limits of a District shall provide permanent all-weather signage indicating the fixed property address assigned to the property. Lettering shall be six inches (6") in height and shall contrast in color with the background color of the signage. The numbers must be positioned so that they are plainly visible from the street or roadway fronting the property.

Section 506 KEY BOXES

506.1 Where required.

Delete Section 506.1 and insert the following text:

506.1 Where required. The Fire Chief shall require all new construction, remodel, redesign or alterations to a building be equipped with an approved fire alarm system that consists of smoke and/or heat detection devices and all buildings required to be equipped with a complete sprinkler system along with emergency back-up generator to have an approved key box system: "Knox Box." The purpose of the rapid entry key system is to allow the fire department to gain immediate access to a building in emergency situations without forcible entry.

506.3 (New) Approval.

Add new Section 506.3 as follows:

506.3 Approval. The installation and location shall be approved by the Bureau of Fire Prevention. The installation of the Knox Box shall be installed five feet (5') above the finished floor where applicable.

506.4 (New) Contents of Knox Box.

Add new Section 506. as follows:

506.4 Contents of Knox Box. The approved Knox Box shall contain keys to gain necessary access as required by the fire department.

506.5 (New) Knox Box Alarms.

Add new Section 506.5 as follows:

506.5 Knox Box Alarms. The Knox Box shall be installed with a tamper switch. This switch shall be connected into the fire alarm panel of the building and be zoned separately on the panel and transmit a trouble signal to the fire alarm panel.

Section 508 FIRE PROTECTION WATER SUPPLIES.

508.1.1 (New) Water Supply—Quantity.

Add new Section 508.1.1 as follows:

508.1.1 Water Supply – Quantity. A flow rate of not less than one thousand gallons per minute (1000 GPM) shall be provided. The quantity of the water supply shall be proportionate with the hazards therein:

1. Town/Row or Cluster Housing – 1500 to 2000 GPM
2. Apartment Type Construction – 3000 to 4000 GPM
3. Industrial Type Development –3000 to 5000 GPM
4. Research and Development Laboratories – 3000 to 4000 GPM
5. Business and Commercial Areas – 3000 to 4500 GPM
6. Mercantile Centers – 3000 to 6000 GPM
7. Exceptions:

- a. Higher flows may be required where more hazardous uses, manufacturing or storage are involved. The respective Bureau of Fire Prevention shall determine when higher water flow is required.
- b. One-story building of fewer than 2,000 square feet (gross) in area are exempt.
- c. Detached single-family residential units are exempt.

508.1.2 (New) Water Supply—Duration and Pressure.

Add new Section 508.1.2 as follows:

508.1.2 Water Supply – Duration and Pressure. Water supplies shall be available for not less than one hour in duration. Water supplies shall provide the required flow at no less than 20-psi residual pressure.

508.1.3 (New) Limited Capacity Water Supply.

Add new Section 508.1.3 as follows:

508.1.3 Limited Capacity Water Supply. Buildings except use groups H or I less than twelve thousand (12,000) square feet in area (gross) may be serviced by an automatic water supply of limited capacity when approved by the Bureau of Fire Prevention.

508.3.1 (New) Fire Flow Requirements.

Add new Section 508.3.1 as follows:

508.3.1 Fire Flow Requirements. All buildings or structures shall be served by a public water supply system meeting the fire flow criteria established in the Code. The system shall be under pressure with an average static pressure of not less than 35-psi. Flows shall be calculated at 20-psi residual pressure. The supplies shall be available for continuous one-hour duration. This water supply system must be a looped system, and no dead-end lines will be allowed.

EXCEPTION: Detached single-family construction uses not requiring water and sewer service.

SECTION 511 (NEW) ELEVATORS

511.1 (New) Elevator Car Requirements.

Add new Section 511.1 as follows:

511.1 Elevator Car Requirements. On all new construction, remodel, redesign, or alterations to a building which have passenger or freight elevator access, the Bureau of Fire Prevention is requiring that one elevator must accommodate an ambulance stretcher of at least eighty inches (80”).

Elevator Emergency phone systems must be installed with the seven- (7-) digit phone number to Du-Comm.

CHAPTER 6 BUILDING SERVICES AND SYSTEMS

Section 604 EMERGENCY AND STANDBY POWER SYSTEMS

604.1.2 (New) Backup Power Supply Requirements.

Add new Section 604.1.2 as follows:

604.1.2 Backup Power Supply Requirements. When the regular power supply to a building is interrupted, a back-up power source must be provided to restore the power to the fire alarm and suppression system, emergency lighting in stairwells, lighting in hallways, office areas, common corridors, and garages and one elevator per building. This power source must maintain a continuous power supply to the building for minimum of seventy-two (72) hours or until the power is restored to the building.

604.4 Operational inspection and testing.

Add the following text to Section 604.4:

Emergency generators providing power to life safety systems and equipment shall be exercised on a weekly basis. Two (2) of these operational tests shall be classified as a full load test and shall be conducted semi-annually. Documentation of each full load test must be maintained by the property owner/manager for review by the Code Enforcement Officer.

Section 607 ELEVATOR MAINTENANCE AND RECALL

607.1.1 (New) Elevator Call Recall.

Add new Section 607.1.1 as follows:

607.1.1 Elevator Call Recall. The elevator must accommodate a minimum of three persons and equipment. All buildings over three (3) stories in height, on any type of fire alarm (pull stations, heat and smoke detectors) shall recall to the first floor unless the activation is on the first floor, then the recall shall be to the floor above.

CHAPTER 7 FIRE-RESISTANCE-RATED CONSTRUCTION

Section 703 FIRE-RESISTANCE RATED CONSTRUCTION

703.5 (New) Hazardous Areas.

Add new Section 703.5 as follows:

703.5 Hazardous Areas. Rooms used for storage, boiler or furnace rooms, fuel storage, janitor closets, maintenance shops and kitchens shall be separated from other building

areas by assemblies having a fire resistance rating not less than one (1) hour with appropriate protection of openings into the rooms.

CHAPTER 9 FIRE PROTECTION SYSTEMS

Section 903 AUTOMATIC SPRINKLER SYSTEMS

Section 903.2 (Where required) is amended as follows:

(a) Sections 903.2.2 through 903.2.9 are deleted and the following is substituted as Section 903.2:

903.2 Where required. Approved automatic fire suppression systems shall be required as follows:

1. In any new building that is one (1) story in height.
2. In any new Assembly use (Use Group A).
3. In any new Transient Residential use (Use Group R-1).
4. In any new Multi-family use (Use Group R-2).
5. In any new Single-family use (Use Group R-3).
6. In any new Residential Care/Assisted Living Facility use (Use Group R-4).
7. In any detached single-family dwelling that is increased in area by more than fifty percent (50%), including any attached garage but not including any detached garage; provided that no attached garage shall require a fire suppression system so long as there is a separation wall with a fire resistance rating of one (1) – hour between such garage and any living space adjacent to or above such garage.
8. In any new Business use (Use Group B).
9. In any new Educational use (Use Group E).
10. In any new Factories use (Use Group F).
11. In any new High Hazard use (Use Group H).
12. In any new Institutional use (Use Group I).
13. In any new Mercantile use (Use Group M).
14. In any new Storage use (Use Group S).
15. In any new Utility and Miscellaneous uses (Use Group U).

16. In any modified, altered or additional space within an existing building or structure that is increased in area by more than fifty percent (50%) for all use groups, except single-family detached residential use buildings.

17. In any building or structure over five thousand (5,000) square feet that has a change in use.

(b) Section 903.2.10 is amended by deleting the title and the introductory paragraph and substituting the following:

903.2.10 All Occupancies. An automatic sprinkler system shall be installed in the locations set forth in Sections 903.2.10.1 through 903.2.10.13.

(c) Section 903.2.10.1.3 (Basements) is deleted, and the following is substituted:

Where any portion of a basement is located more than seventy-five feet (75') (22,860 mm) from openings required by Section 903.2.10.1, or if the basement area exceeds two thousand (2,000) square feet, the basement shall be equipped throughout with an approved automatic sprinkler system.

(d) Section 903.2.10.3 is deleted without substitution.

e) Section 903.2.12 (Other hazards) is amended by adding a new Subsection 903.2.12.3, as follows:

903.2.12.3 Glass openings (in a rated wall). Any opening that has a glass panel, including but not limited to sidelights, windows, glass doors and/or similar openings, shall be protected by a specifically designed automatic sprinkler system. The sprinkler system shall include automatic sprinkler heads installed no further than eighteen inches (18") from the surface of the glass and installed at six feet (6') on center horizontally on both sides of the glass. The sprinkler system shall completely wet the entire surface of the glass when activated.

903.7 (New) Additional Sprinkler Requirements.

Add new Section 903.7 as follows:

1. Property owners must provide a minimum of 10% or 5 psi minimum safety factor in the fire protection system hydraulic calculation. The system demand shall be 5 psi minimum below the seasonal low water flow test supply.
2. In multiple-story buildings, the property owner must provide floor control valves with water flow switches and tamper switches for each floor. See IFC 903.4.3.
3. On each drawing, the owner must provide a copy of the hydraulic nameplate by each hydraulically calculated area.

4. The appendices of all NFPA standards are to be considered to be part of each standard and are considered a mandatory portion of the standard.
5. Fire Sprinkler System; Fire pump test header and Fire Department Connections.
 - a. Provide an OS&Y control valve on all fire pump test headers.
 - b. Provide an outside test header on fire pump installations.
 - c. All new construction the "FDC" must be a 5" stortz connection.
6. Provide sprinkler protection in all rooms and areas.
 - a. IBC section 903.1.2; eliminate the exceptions so that sprinklers are required in the bathrooms and closets.
 - b. IBC section 903.2.7; eliminate this section so that NFPA 13R partial sprinkler systems are not allowed.
7. Provide an outside and or inside access door to the sprinkler riser valve room and fire pump room.
8. Provide a minimum two- (2-) hour fire separation sprinkler valve room and/or fire pump room.
9. Provide a check valve in each sprinkler riser.
10. All offices, assemblies and residential buildings and areas shall be provided with residential and/or quick response sprinklers.
11. All closets shall be protected with at least one head.
12. Kitchen Hood Suppression Systems: All kitchen hood suppression systems shall be connected to the building fire alarm system. This shall be on a separate zone.

REDESIGN AND REMODELING REQUIREMENTS: In all buildings where change of occupancy, redesign or remodel occurs, the sprinkler system must also comply. When half or more of the space in a building is being changed or modified, or an addition or relocation of twenty (20) or more sprinkler heads, or replacement or addition of sprinkler pipe occurs, a hydrostatic test must be done. All sprinkler piping must be in black iron pipe. All non-conforming piping must be removed and brought up to current standard. The use of plastic piping is not allowed in any sprinkler systems in any building in the district at this time.

Section 905 STANDPIPE SYSTEMS

905.2 Installation standards.

Add the following text to the end of Section 905.2:

Standpipe systems in connection with and approved hydraulically calculated sprinkler systems shall maintain a minimum of ten percent (10%) or ten (10) psi pressure cushion (whichever is greater) between the seasonal low water supply and the total standpipe demand.

905.3.1 Building height.

Delete Section 905.3.1 and substitute the following text:

1. Building Height: Standpipe systems shall be installed throughout all buildings that are two (2) or more stories in height or when there is more than one (1) story above the highest level of fire department vehicle access or when the floor level of the highest story is located more than thirty feet (30') above the highest level of fire department access.
2. All attached open parking structures shall be provided with an automatic wet or automatic dry standpipe system.
3. Warehouse storage hose valves: In all warehouse storage areas, where storage exceeds a height of twelve feet (12'), the property owner must provide inside 2½" fire hose valves with 1½" reducers to the 1½" connection. The property owner must locate the valves at each door entrance to the warehouse and/or storage area, and must further provide an additional 2½" fire hose valves so that no portion of the warehouse and/or storage area is more than one hundred and twenty feet (120') maximum travel distance to a fire hose valve. The property owner must show the location of all obstructions and/or racks on the drawing. The property owner must also maintain a separate riser piping system hydraulically calculated for a minimum of 250 GPM at 75 psi to the most hydraulically remote fire hose valve.

905.3 Covered mall buildings.

Delete Section 905.3 and substitute the following text:

Standpipe systems shall be installed in all malls. All mall standpipe systems shall be off a separate independent riser with control valve, water flow device, and all related trim.

905.10 During construction.

Add the following text to the end of Section 905.10:

Standpipes shall be required for buildings under construction or demolition and may be temporary or permanent in nature, with or without a water supply, provided, however, that such standpipes shall remain in service until completion of the work. The standpipe systems will be carried up with each floor and shall be installed and ready for use as each floor progresses. Standpipes shall not be more than one floor below the highest floor for staging.

Section 907 FIRE ALARM AND DETECTION SYSTEMS

907.2 Where required—new buildings and structures.

Add the following text to the end of Section 907.2:

A. Approval of AFAs: The automatic fire alarm systems shall be approved for the application and shall be used for detection and signaling in the event of fire. Automatic detection devices shall be smoke detectors, except that an approved alternative type of detection device shall be installed in spaces such as boiler rooms where during normal operation product of combustion are present in sufficient quantity to activate a smoke detector. The system shall be designed and installed in accordance with the NFPA 72(s) Installation, Maintenance and Use of Protective Signaling Devices.

B. WHERE REQUIRED: The following are locations where a fire alarm system with automatic detection is required:

1. Residential Uses: In buildings of use groups R-1, R-2, R-3 and R-4 as defined in the 2009 INTERNATIONAL BUILDING CODE edition, where used as hotels, motels, lodging homes, dormitories, apartments, residential care/assisted living facilities and similar occupancies. All buildings having multiple mixed uses shall be equipped with an approved fire alarm system.

2. Assembly, educational and institutional use groups shall be equipped with an approved fire alarm system. This shall include assembly and educational uses with less than fifty (50) occupants.

3. Other Uses: All other buildings one story and above in height and one-story buildings over one thousand (1,000) square feet in area shall be equipped with an approved fire alarm system. Exception: R-3 and R-4 use groups.

4. All buildings in which any area shall be occupied by a single person(s) shall have installed an approved ADA horn/strobe and/or strobe as indicated by the fire prevention bureau. This includes, but is not limited to: offices, storage rooms, copy rooms, break rooms, restrooms, conference rooms, electrical rooms, file rooms or where deemed necessary by the fire prevention bureau.

907.3.2.3 Power source.

Delete Section 907.3.2.3 and substitute the following text:

907.3.2.3 Power source. Power supplies. A primary power supply source for operation of the system under normal conditions shall be provided. A secondary power supply for operation of the system shall be an approved storage battery or engine-driven generator.

907.21 (New) Additional Alarm System Requirements.

Add new section 907.21 as follows:

1. The District requires that any type of detection device (smoke, heat, combination devices, extinguishing systems, fusible linkage devices) shall be monitored and terminate at the approved fire alarm panel.
2. All fire alarm systems shall be electrically supervised. All fire alarm systems shall terminate at Du-Comm (DuPage Communications, Fire Department Dispatch Center); via Nor Comm's wireless Keltron alarm transmission system (commonly referred to as a radio). Additionally, the Bureau of Fire Prevention shall have the authority to require that any fire alarm systems terminate at Du-Comm in the event that the structure is deemed to constitute a "target hazard."
3. All fire alarm systems shall be of the addressable type. No fire alarm shall be out of service for more than twenty-four (24) consecutive hours.
4. Alarm indicating audio/visual appliances or devices shall be provided, seen and heard in all areas of every building. All devices must be in sync. All sprinklered buildings shall be provided with audio/visual devices that activate on water flow. Full building notification is required. Audios must register 75db above ambient room noise. Strobes must put out a minimum of 15 cd in a room size 20X20 (reference NFPA 72 table 7.5.4.1.1).
5. Automatic Sprinklers. Where automatic sprinklers provide protection to an area approved flow and tamper switches on all OS&Y valving must be supervised and interconnected to the fire alarm system.
6. Alerting Devices. All alerting devices shall be ADA compliant and an approved audio/visual type. All devices shall have a red base and read "FIRE" in white letters. All additional devices being installed must be compatible with the current fire alarm system in the building. If not, then no occupancy will be granted until all alerting devices work correctly within the entire building.
7. Outside Alerting Devices. All fire alarm and fire suppression systems shall have a weatherproofed outside alerting device of a type and at a location approved by the Bureau of Fire Prevention. One weatherproof audio/visual device shall be located above the fire department 5" storz or siamese connection.
8. Zones. Each floor of a building and each area over five thousand (5,000) square feet shall be separately zoned per floor. Each type of system / device (sprinkler, halon, pull stations, A/V devices, alarm, etc.) shall be zoned separately. Each sprinkler system need only be zoned per floor. Manual Pulls, A/V, and detectors shall be on separate zones per floor.
9. All low-voltage wiring must be run in conduit. The use of XL thin wall pipe is not allowed.

Section 909 SMOKE CONTROL SYSTEMS

909.16.1 Smoke Control Systems.

909.16.1.1 (New) Additional Requirements.

Add new Section 909.16.1.1 as follows:

- A. The mechanical /automatic smoke management system shall be installed in all buildings. These buildings shall have an adequate and or return air source to allow the system to operate properly.
- B. The smoke management system shall be operated manually. It may also be designed to operate automatically.
- C. The location and design of controls for the mechanical smoke management system including the pressurization of areas of a building shall be at the location approved by the Bureau of Fire Prevention and shall be at an easily accessible location.
- D. Warehouse / Storage Facilities skylights shall be provided for manual smoke removal by the fire department. Skylight sizes shall be based on a 1 to 100 ratio.
- E. For buildings less than twenty-five thousand (25,000) square feet in area, windows, which may be opened, can be used. Where applicable skylights and hatches can be used.
- F. Buildings over fifty feet (50') in height, interior access corridors, and stairs and exit ways shall be provided with positive pressure.
- G. The pressurization system may operate continuously or be activated by the alarm signal of the fire alarm or fire suppression systems. Manual controls shall be provided. Follow the stairwell pressurization requirements as outlined by the IBC, IFC and NFPA.

SECTION 913 FIRE PUMPS

Section 913.2 Protection against interruption of service.

Add the following text to Section 913.2:

A primary power source for operation of the system under normal conditions shall be provided. A secondary power source for operation of the system shall be an approved engine-driven generator or a separate secondary electrical feed.

CHAPTER 10 MEANS OF EGRESS

Section 1001 GENERAL

1001.1 General.

Add the following text to Section 1001.1:

The provisions of this article shall govern the maintenance and use of means of egress as provided in buildings and structures in accordance with NFPA 101 Life Safety Code 2015

Chapter 7, Annex A, current edition and all provisions of this code.

Section 1006 MEANS OF EGRESS ILLUMINATION

1006.3 Illumination emergency power.

Delete Section 1006.3 and substitute the following text:

1006.3 Illumination emergency power. Emergency power supplies from an independent, approved reliable source (battery or automatic starting generator) shall be provided in all classrooms, offices, restrooms, storage/copy areas, electrical closets, stairwells, corridors, access routes and other components and/or spaces over two thousand (2,000) square feet in area and/or for any room or spaces with accommodations for two (2) or more people to gather. Emergency lighting must remain illuminated for 1½ hours in the event of failure of normal lighting.

The emergency lighting system shall be arranged to provide the required illumination automatically in the event of any interruption of normal lighting, such as any failure of the public utility or other outside electrical power supply; the opening of a circuit breaker or fuse; or any manual act(s) including accidental opening of a switch controlling normal lighting facilities.

Emergency generators providing power to emergency lighting systems shall be installed tested and maintained in accordance with NFPA 110, Standard for Emergency and Standby Power Systems.

1006.3.1 (New) Battery Requirements.

Add new Section 1006.3.1 as follows:

1006.3.1 Battery Requirements. Battery-operated emergency lights shall use only reliable types of rechargeable batteries provided with suitable facilities for maintaining them in properly charged condition. The batteries used in such lights or units shall be approved for their intended use and shall comply with NFPA 70, National Electrical Code.

1006.3.2 (New) Testing of Emergency Power.

Add new Section 1006.3.2 as follows:

Testing of emergency lighting equipment shall be tested on a thirty- (30-) day interval for a minimum of thirty (30) seconds. An annual test shall be conducted for 1½ hour duration. Equipment shall be fully operational for the duration of this test. Written records of visual inspection and testing shall be documented by the owner and on hand for inspection.

Section 1008 DOORS, GATES, AND TURNSTILES

1008.1.3.4 Access-controlled entry and egress doors.

Delete enumerated item #4 and replace with the following text:

All electronic locking devices must deactivate on any type of fire alarm or power outage enabling fire department personal to enter the space and investigate the problem. All means of exit must be single action to exit the space. The Bureau of Fire Prevention does not allow electric push button usage in order to exit a space; motion sensors are allowed in order to exit a space.

1008.1.8.7 Stairway doors.

Add the following text to Section 1008.1.8.7:

In all new buildings in which stairwell doors are locked from the inside of the stairwell, all stairwell doors must unlock upon any building fire alarm activation or building loss of power. If the building has an emergency generator or secondary emergency feed, these doors shall remain unlocked until regular power has been restored to the building. Upon an emergency building evacuation, the Code Enforcement Officer may unlock all stairwell doors from the fire alarm control panel.

SECTION 1018 NUMBER OF EXITS AND CONTINUITY

1018.1 Minimum number of exits.

Add the following text to Section 1018.1:

Notwithstanding any other provision in this Code, all rooms or spaces with accommodations for fifty (50) or more people or over 1,500 square feet in area shall have two (2) separate means of egress.

CHAPTER 14 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION

Section 1408 Owner's Responsibility for Fire Protection

1408.4 Fire protection devices.

Add the following text to Section 1408.4:

Automatic fire alarm and suppression systems shall not be out of service for more than eight (8) hours for any construction, additions, alterations, maintenance, or repairs without the approval of the Fire Chief or designated representative.

Section 1414.3 (New) Fire watches.

Add new Section 1414.3 as follows:

1414.3 Fire watches. When any fire suppression system must be taken out of service, for any length of time greater than eight (8) hours, a responsible person(s) shall be stationed at the control valve(s) to immediately activate the system in case of fire or shall provide a

fire watch which shall consist of walking each floor of the building every two (2) hours, or as the Fire Chief may determine.

CHAPTER 24 TENTS, CANOPIES AND OTHER MEMBRANE STRUCTURES

Section 2404 TEMPORARY AND PERMANENT TENTS, CANOPIES AND MEMBRANCE STRUCTURES

2404.12 Portable fire extinguishers.

Delete Section 2404.12 and substitute the following text:

2404.12 Portable Fire Extinguishers. Inspection of these structures will be done by the Fire Prevention Bureau and the County Building official. A Special Use permit will be issued, and the applicant must submit site drawings. At least one portable fire extinguisher with a minimum 4A rating shall be provided in all tents and supported structures. The final placement shall be conducted by the Bureau of Fire Prevention.

CHAPTER 33 EXPLOSIVES AND FIREWORKS

Section 3301 GENERAL.

3301.2 Permit Required.

Delete Section 3301.2 and substitute the following text:

3301.2 Permit Required. The storage, handling and use of explosives and blasting agents are prohibited except by the issuance of a Special Permit from the State or County (as applicable) and by the Bureau of Fire Prevention of the District. Any violation of this Section will result in the issuance of a Violation Ticket. The provisions of Sections 105.6 of this Code shall otherwise apply.

3301.9 (New) Motor Vehicle Routes for Transporting Explosives.

Add new Section 3301.9 as follows:

Routes for vehicles transporting explosives and blasting agents are hereby established as follows:

- a. Routes used must be approved by the state and federal government.
- b. Vehicle owners transporting these materials must give twenty-four-hour advance notification of the transportation to the Bureau of Fire Prevention of the affected District
- c. Special Permits and any accompanying certificates or bonds must first be issued by the following agencies: (1) the federal government, (2) the State of Illinois, (3) the County or City or (4) the Bureau of Fire Prevention.

- d. Any violation of this section will result in the issuance of a Violation Ticket.

Chapter 34 FLAMMABLE AND COMBUSTIBLE LIQUIDS

Section 3404.1 Permits.

Delete Section 3404 and substitute the following text:

3404.1 Permits. The storage of flammable liquids in outside aboveground tanks is prohibited except by the issuance of a Special Permit from the County (as applicable) and by the Bureau of Fire Prevention of the applicable District. Any violation of this section will result in the issuance of a Violation Ticket. The provisions of Sections 105.6 and 105.7 of this Code shall otherwise apply.

Section 3404.3.4 Quantity limits for storage.

Add the following text to Section 3404.3.4:

Notwithstanding any other provision in this Code, portable tanks shall be limited to 660 gallons in capacity.

Section 3406 SPECIAL OPERATIONS

3406.1.1 (New) Motor Vehicle Routes for Transporting Hazardous Chemicals and other Dangerous Articles.

Add new Section 3406.1.1 as follows:

3406.1.1 (New) Motor Vehicle Routes for Transporting Hazardous Chemicals and other Dangerous Articles. Routes for vehicles transporting hazardous chemicals and other dangerous articles including combustible and flammable liquids are hereby established as follows:

- a. Routes must be approved by state or federal government.
- b. No tank vehicle shall be parked for over one hour or left unattended at any time.
- c. Failure to comply with this section will result in an issuance of a Violation Ticket.

3406.2.8.2 (New) Dispensing from tank vehicles.

Add new Section 3406.2.8.2 as follows:

3406.2.8.2 Dispensing from tank vehicles. Special Dispensers such as coin; key or card operated devices, for self-service operation by the public is prohibited.

3406.5.4 Dispensing from tank vehicles and tank cars.

Add the following text to Section 3406.5.4:

Flammable or combustible liquids shall not be dispensed by gravity from tanks, drums, barrels or similar containers. Approved pumps that take suction from the top of the container shall be used. Exception: Special permission is required when other methods are necessary due to the viscosity of the liquid.

3406.6.1.2 Leaving vehicle unattended.

Add the following text to Section 3406.1.2:

No tank vehicle shall be left unattended on any lot, street, highway, avenue, alley, or any other location, public or private.

Chapter 38 LIQUIFIED PETROLEUM GASES

Section 3805.3 (New) Special Permit Requirements.

Add new Section 3805.3 as follows:

Section 3805.3 Special Permit Requirements. The bulk storage of liquefied gases in excess of 1,000 gallons water capacity is prohibited except by the issuance of a Special Permit from the County (where applicable) and by the Bureau of Fire Prevention of the applicable District. Any violation of this section will result in the issuance of a Violation Ticket.

Chapter 45 REFERENCED STANDARDS

Along with the 2021 International Fire Codes, the Adopting Parties adopt by reference the current editions of the NFPA's NATIONAL FIRE CODES & STANDARDS, published by the National Fire Protection Association, as follows:

NFPA 1, NFPA 10, NFPA 11, NFPA 11-A, NFPA 12, NFPA 12-A, NFPA 13, NFPA 13-D, NFPA 13-E, NFPA 13-R, NFPA 14, NFPA 15, NFPA 16, NFPA 17, NFPA 17-A, NFPA 18, NFPA 20, NFPA 24, NFPA 25, NFPA 30, NFPA 30-A, NFPA 30-B, NFPA 33, NFPA 45, NFPA 51-B, NFPA 52, NFPA 53, NFPA 54, NFPA 55, NFPA 57, NFPA 58, NFPA 59, NFPA 59-A, NFPA 70, NFPA 70-B, NFPA 70-E, NFPA 72, NFPA 73, NFPA 75, NFPA 76, NFPA 77, NFPA 80, NFPA 80-A, NFPA 82, NFPA 85, NFPA 88-A, NFPA 90-A, NFPA 90-B, NFPA 91, NFPA 92-A, NFPA 92-B, NFPA 96, NFPA 97, NFPA 99, NFPA 101, NFPA 101-A, NFPA 101-B, NFPA 102, NFPA 105, NFPA 110, NFPA 111, NFPA 160, NFPA 170, NFPA 203, NFPA 204, NFPA 211, NFPA 214, NFPA 220, NFPA 221, NFPA 230, NFPA 231-D, NFPA 232, NFPA 241, NFPA 251, NFPA 252, NFPA 253, NFPA 255, NFPA 256, NFPA 257, NFPA 258, NFPA 259, NFPA 262, NFPA 265, NFPA 268, NFPA 274, NFPA 285, NFPA 286, NFPA 288, NFPA 291, NFPA 750, NFPA 780, NFPA 1123, NFPA 1124, NFPA 1126, NFPA 1961, NFPA 1962, NFPA 1963, NFPA 2001, NFPA 5000.

The Adopting Parties also adopt the most current edition of the AMERICAN WATER WORKS ASSOCIATION C502 (regulating use of hydrants).

The district also adopts the Fire Prevention Code of DuPage County, Illinois.

APPENDIX C FIRE HYDRANT LOCATIONS AND DISTRIBUTION

A. Water supplies shall be delivered under pressure to fire hydrants located as follows:

1. Fire hydrants shall be located along public streets so that no portion of the building will be over one hundred and fifty feet (150') from a hydrant. Where this is not possible, additional hydrants shall be located on the premise accessible to motorized fire apparatus.
2. One hydrant shall be located at each intersection and intermediate hydrant where distances between intersections exceed three hundred feet (300').
3. In apartment, town houses, condominiums, town/row or cluster housing areas where streets or parking lots dead end, hydrants shall be placed along the access route.
4. A minimum of two (2) fire hydrants shall be located within three hundred feet (300') of the building.
5. Additional fire hydrants shall be provided within 300' to 500' of and around the building.
6. Hydrants shall be so located that:
 - a. Hydrants will be located approximately ten feet (10') from all-weather roadways. If this cannot be done, the closest part of the hydrant shall be set back at least two feet (2') from the curb.
 - b. Hydrants shall be so located approximately fifty feet (50') from the building to be protected.
 - c. Access to the hydrants shall be all-weather roadways adequate in width, clearance and strength for firefighting purposes. Such routes, including private roadways, shall be maintained accessible during all seasons of the year. Legal provisions will be required for Private Roadways.
7. Fire hydrants used in conjunction with water supplies shall meet the standards of the AMERICAN WATER WORKS STANDARD No. C-502 and shall have two (2 ½) inch and one (4 ½) inch outlets with auxiliary gate valves on the hydrant branch line. Threads shall be AMERICAN NATIONAL STANDARD. Pumper outlets (4 ½) inch outlet shall face the roadway.
8. Fire hydrants on Private Roadways shall be protected from accidental damage by approved methods when located in areas that are subject to vehicular damage.

9. It shall be unlawful to obstruct from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire department system connection, including fire hydrants/connections located on public or private roadways. All vehicles blocking such equipment shall be either moved immediately by the owner when notification is reasonably possible. If not moved immediately, the vehicle will be subject to ticketing and towing according to local ordinances and specified private parking control agreements.

10. Hydrants shall be marked for location in wintertime by posting either flags, posts, and/or signs on the ports, bonnet or behind the hydrant. Property owners or their hired contractor shall not bury any fire hydrant under snow on Private or Public Roadways. All hydrants must have complete access around all ports and bonnet. All snow that covers hydrants on private roadways shall be moved immediately by the owner after notification to the Fire District, and the DuPage County Sheriff's Office. If not removed within one (1) hour of notification, the owner will be subject to ticketing according to county ordinances.

11. Where non-pressurized water systems are allowed, supplies shall be located not less than three hundred feet (300') from the building. Access to the supply shall be an all-weather roadway.

12. Where standpipes, fire department connections, sprinkler connections are located on buildings or parking structures these shall have AMERICAN NATIONAL STANDARD threads. Fire hydrants shall be located a minimum of one hundred feet (100') from these connections.

A. Modifications: Water supplies including hydrant distribution for:

1. Fully sprinkled buildings need only meet the design standard of NFPA 13, Installation of Sprinkler Systems, and current edition. Water supplies for sprinkler systems may be supplied in accordance with NFPA 13, Sprinkler Systems, most current edition.

II. AMENDMENTS TO 2021 INTERNATIONAL BUILDING CODE

CHAPTER 7 FIRE-RESISTANCE RATED CONSTRUCTION

Section 704 Exterior Walls

Where exterior walls serve as a part of a required fire resistance rated enclosure, such walls shall comply with the requirements of IBC, International Building Code current edition tables 601 (FIRERESISTANCE RATINGS FOR BUILDING ELEMENTS), 602 (EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE), 706.4 (FIRE AND PARTY WALL FIRE RESISTANCE RATINGS), for exterior walls and the fire resistance rated enclosure requirements.

Section 708 Fire Partitions

All fire partitions shall extend from the top of the floor assembly below to the underside of the roof/floor slab and shall be securely attached thereto. The supporting construction shall be protected to afford the required fire resistance rating of the wall supported, except

for exit access corridor walls in types 2C, 3B, and 5B construction and tenant separation walls in covered mall buildings of type 2C construction. All hollow vertical spaces shall be fire-stopped at every floor level. All structural members must be fire-sprayed, if the bottom of the deck is the bottom of the roof, then the deck must also be fire-sprayed.

Section 714 Fire Resistance Rating of Structural Members

In all buildings the structural steel members must be protected with some type of fireproofing. The decking must be fire proofed if it is the roof deck. All penetrations caused by plumbing, electrical, telephone, etc., must be fire caulked.

Section 721 Calculated Fire Resistance

Firewalls, barrier walls and separation walls shall not be considered when calculating the building area.

III. AMENDMENTS TO 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE

CHAPTER 1 ADMINISTRATION

Section 107 Notices and Orders

FIRE PROCEDURE NOTICES: Owners, managers, and agents of multiple dwelling units, motels, hotels, office buildings and places of assembly shall post and maintain in a conspicuous location within each dwelling unit and in access routes, a written notice which explains what procedures to follow in the event of a fire. The notice shall contain a diagram of all fire exits and escape routes.

CHAPTER 7 FIRE SAFETY REQUIREMENTS

Section 702 Means of Egress

STOCK MAINTENANCE: All stock shall be kept in a neat, orderly, compact manner in accordance with good housekeeping practices. Storage shall not be within two feet (2') of the ceiling or the floor or roof structure members. Storage must be at least eighteen inches (18") away from the sprinkler heads and shall not obstruct the means of egress from the building.

IV. GENERAL PROVISIONS

A. Repeal of Former Ordinances and Fire Prevention Codes.

All former fire prevention ordinances or fire prevention codes or parts thereof previously adopted by an Adopting Party that conflict with or are otherwise inconsistent with the provisions of this Code are hereby repealed.

B. Validity.

The governing boards of the Adopting Parties hereby declare that should any section, paragraph, sentence, or word of this Code hereby adopted be declared for any reason to be invalid, it is the intent of said Adopting Parties that it would have passed all other portions of this Code independent of the elimination herefrom of such portion as may be declared invalid.

C. Conflicts with Standard Code Language.

To the extent that the language in this Fire Prevention and Life Safety Code conflicts with general language contained in the adopted national codes, the amendments set forth in this specific Code prevail over the contradictory text contained in the national codes. **Section 17:**

Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by adding thereto Section 150.17 entitled "Local Amendments to the Fire Code for Properties Located within the Oakbrook Terrace Fire Protection District" which shall read as follows:

§ 150.17 LOCAL AMENDMENTS TO THE FIRE CODE FOR PROPERTIES LOCATED WITHIN THE OAKBROOK TERRACE FIRE PROTECTION DISTRICT.

For properties located within the jurisdiction of the Oakbrook Terrace Fire Protection District, the Fire Code adopted in § 150.14 of this chapter is hereby amended as follows:

The regulations of the 2015 Edition of the International Fire Code as published by the International Code Council are hereby adopted as the regulation governing the safeguard of lives and property from the hazards of fire and explosion arising from the storage, handling and use of hazardous substances, materials and devices; and from conditions hazardous to life or property in the use or occupancy of existing or proposed new buildings or premises within the Oakbrook Terrace Fire Protection District with such amendments as are hereafter set forth.

I. AMENDMENTS TO 2015 INTERNATIONAL FIRE CODE

The following revisions and amendments are based on the 2015 Edition of the International Fire Code, and are intended for application to the most recent adopted edition. If conflicts of application or interpretation exist between this section and the most recently adopted code, the Fire Code Official shall refer to the aforementioned editions for any revision or amendment in conflict.

CHAPTER 1 ADMINISTRATION

SECTION 101 GENERAL

101.1 Title.

Delete Section 101.1 and substitute the following text:

101.1 Title. These regulations shall be known as the Fire Prevention Code of the Oakbrook Terrace Fire Protection District, and is hereinafter referred to as “the Fire Code” or “the Code.”

SECTION 103 DEPARTMENT OF FIRE PREVENTION

103.1 General.

Delete Section 103.1 and substitute the following text:

103.1 General. The Fire Prevention Bureau is a subdivision or agency of the Fire District, or jurisdiction that is responsible for fire prevention duties, including, but not limited to, code enforcement, conducting of fire inspections, public education, fire investigations, maintain fire prevention records and any other activity that may have as its ultimate purpose, the prevention of fire and the reduction of life and property loss from fire and explosion within the boundaries of the Oakbrook Terrace Fire Protection District. This subdivision or agency may be known as the Fire Prevention Bureau or other such similar names.

103.2 Appointment.

Delete Section 203.2 and substitute the following text:

103.2 Appointment. The person in general charge of the Fire Prevention Bureau shall be identified as the Fire Code Official and be appointed by the Board of Trustees of the Fire District with the recommendation by the Fire Chief of the Fire District.

103.3 Deputies.

Delete Section 103.3 and substitute the following text:

The Fire Chief of the District may detail such members of the District as Fire Inspectors or Code Enforcement Officials as shall, from time to time, be necessary and may employ those with special technical expertise as necessary.

SECTION 104 GENERAL AUTHORITY AND RESPONSIBILITIES

104.1 General.

Add the following text to Section 104.1:

The Fire Prevention Bureau of the Fire District shall enforce that District’s Fire Prevention Code, which is hereby established and which shall be operated under the supervision of the Fire Chief of the Fire District.

SECTION 105 PERMITS

Section 105.1.1 Permits Required.

Delete Section 105.1 and substitute the following text:

Any property owner or authorized agent who intends to conduct an operation or business, or install or modify systems and equipment which is regulated by this Code, or to cause any construction or renovation work to be done, shall first make application to the Fire Code Official and secure approval for said work.

Section 105.1.2 Types of Permits.

Add the following Paragraph 3 to Section 105.1.2:

3. Permits shall be issued by the applicable Building Department. The Fire District shall review all such applications and provide a list of items to be addressed as part of the permit submittal and review process.

Section 105.2 Application.

Delete Section 105.2 and substitute the following text:

Section 105.2 Application. Where Certificates of Occupancy are required within the boundaries of the City, application shall be made to the City. Where Special Permits are required within the boundaries of the unincorporated areas outside of the City, application shall be made to the office of the State Fire Marshall or DuPage County Building Department, as applicable. The City or County, as applicable, shall determine criteria, limitations and duration of permits and shall not issue a Certificate of Occupancy/Special Permit until all requirements are met.

Section 105.3.3 Occupancy prohibited before approval.

Delete Section and substitute the following text:

Section 105.3.3 Occupancy prohibited before approval. The building or structure shall not be occupied prior to the Fire Code Official granting approval and conducting associated inspections verifying the applicable requirements of this Fire Prevention Code have been addressed and included in the construction. Final occupancy inspections must be scheduled no less than 72 hours in advance of the inspection. After successful completion, the Fire Code Official shall notify the appropriate building department. The applicable Building Department shall issue the final approval for occupancy.

105.4.1 Submittals.

Add the following text to Section 105.4.1:

All commercial structures, with the exception of single-family residences, are also required to complete Application for Building / Life Safety Review with the Fire District at the time permit documents are submitted for review. All fire protection, fire detection and life safety plans shall be reviewed by the Fire Prevention Bureau and approved before the start of construction for these items.

105.4.1.1 Examination of Documents.

Add the following text to Section 105.4.1.1:

The Fire Code Official shall review or cause to be reviewed the accompanying construction documents for compliance with the adopted Fire Prevention and Life Safety Code.

105.7 Required construction permits.

Delete Section 105.7 and substitute the following text:

105.7 Required construction permits. The Fire Code Official is authorized to review submittals for work noted within this section and prepare a formal response for incorporation into the permit review process. The applicable Building Department shall issue construction permits for work as set forth in Sections 105.71 through 105.718. Furthermore, after providing affected persons with notice and an opportunity to be heard, the Fire Code Official may determine and specify which new materials, processes or occupancies that will require a permit, in addition to those specifically set forth and enumerated in Sections 105.6 and 105.7 of this Code.

SECTION 106 INSPECTIONS

106.4 Approvals.

Add the following text to Section 106.4:

A final occupancy/ construction inspection must be scheduled with the Fire District no less than 72 hours in advance of the inspection. Upon successful completion, the Fire Code Official shall notify the appropriate building department of the results and compliance of the space.

SECTION 108 BOARD OF APPEALS

108.1 Board of Appeals Established.

Delete Section 108.1 and substitute the following text:

108.1 Board of Appeals Established. The Fire District has not established a Board of Appeals to hear and decide appeals, orders, decisions and to make determinations of the Fire Code Official. When a Fire Code Official denies an application or refuses to recommend permit release or when it is claimed that the provisions of this Code do not apply or that the true intent and meaning of the Code have been misconstrued or incorrectly interpreted, the applicant may appeal the decision of the Fire Prevention Bureau to the District Board of Trustees within fifteen (15) days from the date of the initial ruling. The Board of Appeals may adopt rules of procedure for conducting their business and shall render all decisions and findings in writing to the appealing party.

SECTION 109 VIOLATIONS

109.3 Notice of violation.

Delete Section 109.3 and substitute the following text:

109.3 Notice of violation. If the Fire Code Official comes upon a life safety violation or deficiency, the violation shall be immediately cited and be remedied while the Fire Code Official is still on site. If the violation of deficiencies is not immediately corrected, the Fire Code Official has the authority to declare the building unsafe pursuant to Section 110 of the Code or to recommend to the Building Department that a stop-work order be issued pursuant to Section 111 of the Code until all such violations have been fully remedied.

109.4 Life Safety Violations.

Delete Section 109.4 and insert the following text:

109.4 Life Safety Violations. Any person who violates a provision of this Code or fails to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the building official, a fire code official, or of a permit or certificate issued under the provisions of this Code shall be subject to a fine of not less than one hundred dollars (\$100.00) nor more than seven hundred and fifty dollars (\$750.00). Each day a violation continues shall be considered a separate offense.

SECTION 110 UNSAFE BUILDINGS

110.2 Evacuation.

Add the following text to Section 110.2:

When such action is deemed necessary, the Fire Code Official shall notify the Building Department and request assistance with the evacuation and the preparation of required technical documents advising the owner of the reason for the action taken and shall authorize the re-entry into the building.

110.5 (New) Fire Watch.

Add new Section 110.5 as follows:

110.5 Fire Watch. Where deemed necessary by the Fire Code Official, a fire watch shall be ordered in accordance with this Code. The Fire Code Official shall determine the number of personnel required and the duration necessary for the fire watch. A fee of \$70.00 per person and \$250.00 (or as outlined by state statute) for each piece of apparatus assigned shall be charged. Conditions that may require a fire watch include, but are not limited to:

A. Building in which fire safety equipment and supervision is placed out-of-service and will not likely be restored immediately.

B. Building with a potential to exceed an occupancy load greater than that posted.

SECTION 113 FEES

113.6 (New) Plan Review Fees.

Add new Section 113.6 as follows:

113.6 Plan Review Fees. The applicant shall submit the Application for Building / Life Safety Review fee for the review of the submittal documents to the Fire Protection District. The review fee shall be as outlined within the adopted fee structure and be submitted directly to the Fire District.

CHAPTER 2 DEFINITIONS

Section 202 GENERAL DEFINITIONS

Add additional definitions to Section 202. To the extent that the definitions in this amendment conflict with Section 202, the definitions in this amendment shall control.

A. Wherever the phrase "Fire Prevention Code" or the term "Code" is used, they shall be held to mean the Fire Prevention Code adopted by the Oakbrook Terrace Fire Protection District.

B. Wherever the term "City" is used in the Code, it shall be held to mean the City of Oakbrook Terrace, DuPage County, Illinois.

C. Wherever the term "District" is used in the Code, it shall be held to mean the Oakbrook Terrace Fire Protection District, DuPage County, Illinois.

D. Wherever the term "County" is used in the Code, it shall be held to mean DuPage County, Illinois.

E. Wherever the term "Adopting Parties" is used in the Code, it shall be held to mean the Oakbrook Terrace Fire Protection District.

F. Wherever the term "Corporation Counsel" is used in the Code, it shall be held to mean the attorneys for the Oakbrook Terrace Fire Protection District.

G. Wherever the term "Fire Prevention Bureau" is used in the Code, it shall be held to mean the Fire Prevention Bureau of the Fire District.

H. Wherever the term "Fire Code Official" or "Fire District Official" is used in the Code, it shall be held to mean any authorized individual assigned by a Fire District to serve in an inspectional and fire prevention role within a Fire Prevention Bureau.

I. Wherever the term “Authority Having Jurisdiction” or the acronym “AHJ” is used in the Code, it shall be held to mean the organization, officer, or individual responsible for approval of specific equipment, an installation or a procedure.

J. Wherever the term “Approved” is used in the Code, it shall be held to mean that specific equipment, an installation or a procedure has been deemed acceptable to the Authority Having Jurisdiction.

K. Wherever the phrase “High-Rise Building” is used in the Code, it shall be held to mean any building that is greater than fifty feet (50') in height from the lowest area of fire equipment access or personnel entry.

L. Wherever the term “Private Roadway” is used in the Code, it shall be held to mean a private street, road, parking lot, traffic lane or access drive.

M. Wherever the term “Public Roadway” is used in the Code, it shall be held to mean a public street right-of-way or public access easement.

N. Wherever the term “Violation Notice” is used in the Code, it shall be held to mean the form used by City or a District in issuing a violation warning.

O. Wherever the term “Violation Ticket” is used in the Code, it shall be held to mean the form used by the City issuing a written notice prescribing penalties for specified Code violations.

P. Wherever the term “Life Safety Violation” is used in the Code, it shall be held to mean a Code violation that constitutes a clear and inimical threat to human life, safety or public health.

CHAPTER 3 GENERAL PRECAUTIONS AGAINST FIRE

SECTION 304 COMBUSTIBLE WASTE MATERIAL

304.1.4 (New) Removal of Packing and Waste Materials.

Add new Section 304.1.4 as follows:

304.1.4 Removal of Packing and Waste Materials. No person(s) shall store in any building excess amounts of combustible empty packing cases, wooden or plastic pallets, rubbish, paper bags, barrels, boxes, rubber tires, shavings, excelsior, litter, hay, straw and similar combustibles. The storage of the above itemized combustible materials necessary for the performance of the business shall be kept in a neat and orderly manner while maintaining clear circulation and a means of egress throughout the space. Combustible materials shall be removed daily or more often as is necessary to suitable vaults, bins, dumpsters, compactors or separate buildings.

307.6 (New) Fire District Training.

Add new Section 307.6 as follows:

307.6 (New) Fire District Training. The restrictions within the section and the requirements therein shall not apply to sanctioned Fire District training sessions or similar functions for the purpose of educating or enhancing firefighting knowledge.

CHAPTER 5 FIRE SERVICE FEATURES

SECTION 503 FIRE APPARATUS ACCESS ROADS

503.1.1 Buildings and facilities.

Add the following text to Section 503.1.1:

Access routes shall be so arranged that fire department apparatus may respond from all points for the building to adjacent fire hydrants along routes not to exceed three hundred feet (300') from the most remote point of the building to the closest fire hydrant. Access routes shall be continuous around the entire building; however, the Fire Code Official may modify this requirement where adequate building access and a fire suppression system is provided.

Add Exception #3 to Section 503.1.1:

3. Where the size or height of the building does not allow this regulation to be met, an interior standpipe system equipped with fire department hose connections approved by the fire district may be allowed as an exception. The standpipe system must be connected to a public water system. Design and installation of the standpipe system shall meet the design criteria for Class I and III Systems as set forth in NFPA 14.

503.2.3 Surface

Add the following text to Section 503.2.3:

All fire lanes shall be capable of supporting a fire apparatus with a gross vehicle weight of eighty thousand pounds (80,000 lb.).

503.2.4 Turning Radius.

Add the following text to Section 503.2.4:

The minimum turning radius for fire apparatus shall be no less than forty feet (40') or as warranted by site restrictions.

503.2.9 (New) Distance from Building.

Add new Section 503.2.9 as follows:

503.2.9 Distance from Building. Access roads shall not be less than fifteen feet (15') from the building and may be further if building height requires a greater distance for fire operations or the use of elevated ladders or streams.

503.3.1 (New) Fire lanes.

Add new Section 503.3.1 as follows:

Fire lanes on private property within the unincorporated parts of the District shall be approved by the Fire Chief or his/her designee. Fire lanes on private property within the City shall be jointly approved by the Police Chief and Fire Chief, or their respective designees. The owners or operators of any public or private building located within a District will execute a "Fire Lane No Parking" contract with the City or County, as applicable.

503.2.7 (New) Cul-de-sac access.

Add new Section 503.2.7 as follows:

Where cul-de-sacs are permitted, they shall not be less than ninety feet (90') in diameter. The maximum length of the cul-de-sacs shall be one hundred feet (100') for other than residential construction. Residential construction shall be in accordance with the applicable City or County subdivision ordinance.

SECTION 506 KEY BOXES

506.3 (New) Location of Entry Box.

Add new Section 506.3 as follows:

506.3 Location of Entry Box. The installation and location shall be approved by the Fire Prevention Bureau. The installation of the emergency entry box shall be installed five feet (5') above the finished floor or exterior grade and adjacent to the access route. Additionally, it shall be placed in a location which affords the most direct access to the structure for emergency response personnel.

506.4 (New) Entry Box monitoring.

Add new Section 506.4 as follows:

506.4 Entry Box monitoring. The emergency entry box shall be installed with an internal tamper switch as provided by the device manufacturer. This switch shall be connected to the fire alarm system within the building and be zoned separately on the panel and shall transmit a trouble signal to the fire alarm panel when the box is opened.

SECTION 507 FIRE PROTECTION WATER SUPPLIES.

507.1.1 (New) Water Supply—Quantity.

Add new Section 507.1.1 as follows:

A flow rate of not less than one thousand gallons per minute (1000 GPM) shall be provided. The quantity of the water supply shall be proportionate with the hazards therein:

1. Town/Row or Cluster Housing – 1500 to 2000 GPM
2. Apartment Type Construction – 3000 to 4000 GPM
3. Industrial Type Development – 3000 to 5000 GPM
4. Research and Development Laboratories – 3000 to 4000 GPM
5. Business and Commercial Areas – 3000 to 4500 GPM
6. Mercantile Centers – 3000 to 6000 GPM
7. Exceptions:
 - a. Higher flows may be required where more hazardous uses, manufacturing or storage are involved. The respective Fire Prevention Bureau shall determine when higher water flow is required.
 - b. Detached single-family residential units are exempt.

507.2.2 Limited Capacity Water Supply.

Add the following text to Section 507.2.2:

Buildings except use groups H or I less than twelve thousand (12,000) square feet in area (gross) may be serviced by an automatic water supply of limited capacity when approved by the Fire Prevention Bureau.

507.3.1 (New) Fire Flow Requirements.

Add new Section 507.3.1 as follows:

507.3.1 Fire Flow Requirements. All buildings or structures shall be served by a public water supply system meeting the fire flow criteria established in the Code. The system shall be under pressure with an average static pressure of not less than 35-psi. Flows shall be calculated at 20-psi residual pressure. The supplies shall be available for continuous one-hour duration. This water supply system must be a looped system, and no dead-end lines will be allowed.

507.5.7 Additional Requirements.

Add new Section 507.5.7 as follows:

A. Water supplies shall be delivered under pressure to fire hydrants located as follows:

1. Fire hydrants shall be located along public streets so that no portion of the building will be over one hundred and fifty feet (150') from a hydrant. Where this is not possible, additional hydrants shall be located on the premises in a manner accessible to motorized fire apparatus.
2. One hydrant shall be located at each intersection and intermediate hydrant where distances between intersections exceed three hundred feet (300').
3. In apartment, town houses, condominiums, town/row or cluster housing areas where streets or parking lots dead end, hydrants shall be placed along the access route.
4. A minimum of two (2) fire hydrants shall be located within three hundred feet (300') of the building whether part of the municipal system or a private water main.
5. Additional fire hydrants shall be provided within 300' to 500' of and around the building when on private property.
6. Hydrants shall be so located that:
 - a. Hydrants will be located approximately ten feet (10') from all-weather roadways. If this cannot be done, the closest part of the hydrant shall be set back at least two feet (2') from the curb.
 - b. Hydrants shall be so located approximately fifty feet (50') from the building to be protected whether part of the municipal system or a private water main.
7. Access to the hydrants shall be all-weather roadways adequate in width, clearance and strength for firefighting purposes. Such routes, including Private Roadways, shall be maintained accessible during all seasons of the year. Legal provisions will be required for Private Roadways.
8. Fire hydrants used in conjunction with water supplies shall meet the standards of the American Water Works Standard No. C-502, and shall have two (2 ½) inch and one (4 ½) inch outlets with auxiliary gate valves on the hydrant branch line. Threads shall be American National Standard. All large discharge ports (Pumper) outlets (4 ½) inch outlet shall face the roadway.
9. Fire hydrants on private access roads or drives shall be protected from accidental damage by approved methods when located in areas that are subject to vehicular damage.
10. It shall be unlawful to obstruct from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire department system connection, including fire hydrants/connections located on Public or Private Roadways. All vehicles blocking such equipment shall be either moved immediately by the owner when

notification is reasonably possible. If not moved immediately, the vehicle will be subject to ticketing and towing according to local ordinances and specified private parking control agreements.

11. Hydrants shall be marked for location in wintertime by posting either flags, posts, and/or signs on the ports, bonnet or behind the hydrant. Property owners or their hired contractor shall not bury any fire hydrant under snow on Private or Public Roadways. All hydrants must have complete access around all ports and bonnet. All snow that covers hydrants on Private Roadways shall be moved immediately by the owner after notification by the Fire District, the City Police Department or the DuPage County Sheriff's Office. If not removed within one (1) hour of notification, the owner will be subject to ticketing according to local ordinances.

SECTION 508 FIRE COMMAND CENTER

508.1.1 (New) Location and Access.

Add new Section 508.1.1 as follows:

508.1.1 Location and Access. The fire command center shall be in a location that is easily identifiable and accessible from the main lobby of the building and provide quick access to the building's internal stairways. The location and accessibility of the fire command center shall be approved by the Fire Chief or his/ her designee.

SECTION 511 (New) ELEVATORS

511.1 (New) Elevator Car Requirements.

Add new Section 511.1 as follows:

511.1 Elevator Car Requirements. On all new construction, remodel, redesign or alterations to a building which have passenger or freight elevator access, the Fire Prevention Bureau is requiring that one elevator must accommodate an ambulance stretcher of at least ninety-six inches (96").

CHAPTER 6 BUILDING SERVICES AND SYSTEMS

SECTION 604 EMERGENCY AND STANDBY POWER SYSTEMS

604.4.1.9 (New) Operational inspection and testing.

Add new Section 604.4.1.9 as follows:

604.4.1.9 Operational inspection and testing. Emergency generators providing power to life safety systems and equipment shall be exercised on a weekly basis. Two (2) of these operational tests shall be classified as a full load test and shall be conducted semi-

annually. Documentation of each full load test must be maintained by the property owner/manager for review by the Fire Code Official when requested.

SECTION 605 ELECTRICAL EQUIPMENT, WIRING AND HAZARDS

605.5.5 (New) Length.

Add new Section 605.5.5 as follows:

605.5.5 Length. Extensions cords and flexible cords shall be of the surge-protected type and shall not be longer than six feet (6') in length unless approved in certain circumstances by the Fire Code Official.

SECTION 607 ELEVATOR RECALL AND MAINTENANCE

607.9 (New) Elevator Size and Doors.

Add new Section 607.9 as follows:

607.9 Elevator Size and Doors. At least one elevator shall be provided for Fire District emergency access and include provisions to accommodate a medical stretcher measuring 24" x 84" in length. A minimum clear distance between walls or between a wall and a door, excluding return panels shall not be less than follows:

1. There shall be a minimum of 6" clearance between the stretcher and the walls of the elevator cab when measured in the long dimension of the stretcher.
2. There shall be a minimum of 24" of clear space adjacent to the stretcher for emergency personnel.
3. New elevators shall also comply with International Building Code and Accessibility Standards.

CHAPTER 7 FIRE-RESISTANCE-RATED CONSTRUCTION

SECTION 703 FIRE-RESISTANCE RATED CONSTRUCTION

703.5 (New) Hazardous Areas.

Add new Section 703.3 as follows:

703.5 Hazardous Areas. Rooms used for storage, boiler or furnace rooms, fuel storage, janitor closets, maintenance shops and kitchens shall be separated from other building areas by assemblies having a fire resistance rating not less than one (1) hour with appropriate protection of openings into the rooms.

CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS

CHAPTER 9 FIRE PROTECTION SYSTEMS

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

903.2 Where required.

Delete Section 903.2 and add the following text:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Section 903.2.1. through 903.2.12. Additionally, the requirements for each use group shall be modified to reflect the following requirements.

Automatic fire suppression systems shall be required as follows:

1. In any new building that is two (2) stories in height or thirty-five feet (35') in height, whichever is lower, with the exception of single-family detached residential use buildings.
2. In any new Assembly use (Use Group A).
3. In any new Transient Residential use (Use Group R-1).
4. In any new Multi-family use (Use Group R-2).
5. In any duplexes and townhouses, and any R-3 residential uses.
6. In any new Residential Care/Assisted Living Facility use (Use Group R-4).
7. In any new Business use (Use Group B).
8. In any new Educational use (Use Group E).
9. In any new Factories use (Use Group F).
10. In any new High Hazard use (Use Group H).
11. In any new Institutional use (Use Group I).
12. In any new Mercantile use (Use Group M).
13. In any new Storage use (Use Group S).
14. In any new Utility and Miscellaneous uses (Use Group U).
15. In any modified, altered or additional space within an existing structure or use that is greater than or equal to three thousand (3,000) square feet for all use groups, except single-family detached residential use buildings.
16. When otherwise required by the International Building Code 2015 edition, as amended.

903.2.11.7 (New) Glazed openings (in a rated wall).

Add new Section 903.2.11.7 as follows:

903.2.11.7 Glazed openings (in a rated wall). Any opening that has a glass panel, including, but not limited to, sidelights, windows, glass doors, and/or similar openings, shall be protected by a specifically designed automatic sprinkler system. The sprinkler system shall include automatic sprinkler heads installed no further than eighteen inches (18") from the surface of the glass, and installed at six feet (6') on center horizontally on both sides of the glass. The sprinkler system shall completely wet the entire surface of the glass when activated.

903.2.13 (New) Transformer Vaults.

Add new Section 903.2.13 as follows:

903.2.13 Transformer Vaults. Within Commonwealth Edison transformer vaults and main switch gear rooms which are enclosed by three- (3-) hour fire resistance rated walls, floors and ceiling assemblies and are also equipped with an approved automatic fire detection system, the automatic fire sprinkler system is not required in the vault or room. The doors shall be equipped with Commonwealth Edison locks.

903.7 (New) Additional Sprinkler Requirements.

Add new Section 903.7 as follows:

1. Property owners must provide a minimum of 10% or 5 psi minimum safety factor in the fire protection system hydraulic calculation. The system demand shall be 5 psi minimum below the seasonal low water flow test supply.
2. In multiple-story buildings, the property owner must provide floor control valves with water flow switches and tamper switches for each floor. See IFC 903.4.3.
3. The appendices of all NFPA standards are to be considered part of each standard and are considered a mandatory portion of the Fire Code.
4. Fire Sprinkler System; Fire pump test header.
 - a. Provide an OS&Y control valve on all fire pump test headers.
 - b. Provide an exterior test header on fire pump installations.
5. Provide sprinkler protection in all rooms and areas in Use Group R occupancies:
 - a. Add text to this section to eliminate the exceptions so that sprinklers are required in the bathrooms and closets.
 - b. Add text to this section to eliminate this section so that NFPA 13R partial sprinkler systems are not allowed.

6. All fire pump and fire control valve rooms must be provided direct access from the exterior of the building.

7. All fire sprinkler/valve rooms shall be provided with a minimum fire separation wall assembly having a two- (2-) hour fire rating.

REDESIGN AND REMODELING REQUIREMENTS: In all buildings where change of occupancy, redesign or remodel occurs, the sprinkler system must also comply. When half or more of the space in a building is being changed or modified, or an addition or relocation of fifty (50) or more sprinkler heads occurs, a hydrostatic test must be done. All sprinkler piping must be in black iron pipe. All non-conforming piping must be removed and brought up to current NFPA standard, when fifty percentage of the space is modified and over 50 heads are relocated.

SECTION 905 STANDPIPE SYSTEMS

905.2 Installation standards.

Delete Section 905.2 and substitute the following text:

905.2 Installation standards Standpipe systems shall be provided in new buildings and structures in accordance with this section. Fire hose threads used in connection with standpipe systems shall be approved and shall be compatible with district hose threads. The location of district hose connections shall be approved. In buildings used for high-piled combustible storage, fire protection shall be in accordance with chapter 23. Standpipe systems in connection with and approved hydraulically calculated sprinkler systems shall maintain a minimum of ten percent (10%) or 10 (10) psi pressure cushion (whichever is greater) between the seasonal low water supply and the total standpipe demand.

905.3.1 Building height.

Delete Section 905.3.1 and substitute the following text:

1. Building Height: Standpipe systems shall be installed throughout all buildings that are two (2) or more stories in height or when there is more than one (1) story above the highest level of fire department vehicle access or when the floor level of the highest story is located more than thirty feet (30') above the highest level of fire department access.

2. All attached, open parking structures shall be provided with an automatic wet or automatic dry standpipe system.

3. Warehouse storage hose valves: In all warehouse storage areas, where storage exceeds a height of twelve feet (12'), the property owner must provide inside 2½" fire hose valves with 1½" reducers to the 1½" connection. The property owner must locate the valves at each door entrance to the warehouse and/or storage area, and must further provide an additional 2½" fire hose valves so that no portion of the warehouse and/or storage area is more than one hundred and twenty feet (120') maximum travel distance to a fire hose

valve. The property owner must show the location of all obstructions and/or racks on the drawing. The property owner must also maintain a separate riser piping system hydraulically calculated for a minimum of 250 GPM at 75 psi to the most hydraulically remote fire hose valve.

905.3.4 Stages

Delete Section 905.3.4 (including the exception and subsection 905.3.4.1) and substitute the following text:

905.3.4 Stages. Stages greater than 1,000 square feet in area (93 m²) shall be equipped with a Class I wet standpipe system with 2.5-inch (64 mm) hose connections on each side of the stage supplied from the automatic fire sprinkler system and shall have a flow rate of not less than that required for class 1 standpipes.

905.8.1 Open Parking Structures.

Add new Section 905.8.1 as follows:

905.8.1 Open Parking Structures. Open parking structures in which the highest floor is located not more than one hundred fifty feet (100') above the lowest level of fire department vehicle access shall be permitted to use a dry standpipe system.

905.10 During construction.

Add the following text to the end of Section 905.10:

Standpipes shall be required for buildings under construction or demolition and may be temporary or permanent in nature, with or without a water supply, provided, however, that such standpipes shall remain in service until completion of the work. Such standpipes shall be extended as construction progresses to within one floor of the highest point of construction having secured decking or flooring.

SECTION 907 FIRE ALARM AND DETECTION SYSTEMS

907.2 Where required—new buildings and structures.

Add the following text to the end of Section 907.2:

The automatic fire alarm systems shall be approved for the particular application and shall be used for detection and signaling in the event of fire. Automatic detection devices shall be smoke detectors, except that an approved alternative type of detection device shall be installed in spaces such as boiler rooms, or similar uses, where during normal operation, products of combustion are present in sufficient quantity to activate a smoke detector. The system shall be designed and installed in accordance with the NFPA 72(s) Installation, Maintenance and Use of Protective Signaling Devices.

B. WHERE REQUIRED: The following are locations where a fire alarm system with automatic detection is required:

1. Residential Uses: In buildings of use groups R-1, R-2, R-3 and R-4 as defined in the 2015 International Building Code edition, where used as hotels, motels, lodging homes, dormitories, apartments, residential care/assisted living facilities and similar occupancies. All buildings having multiple mixed uses shall be equipped with an approved fire alarm system.
2. Assembly, educational and institutional use groups shall be equipped with an approved fire alarm system. This shall include assembly and educational uses with less than fifty (50) occupants.
3. Other Uses: All other buildings one story and above in height and one-story buildings over two thousand (2,000) square feet in area shall be equipped with an approved fire alarm system.
4. All buildings in which any area shall be occupied by a single person(s) shall have installed an approved ADA horn/strobe and/or strobe as indicated by the Fire Prevention Bureau. This includes; but is not limited to: large offices, large storage rooms, break rooms, toilet rooms, conference rooms, electrical rooms or where deemed necessary by the Fire Prevention Bureau.

907.3.2.3 Power source.

Delete Section 907.3.2.3 and substitute the following text:

907.3.2.3 Power source. Power supplies: A primary power supply source for operation of the system under normal conditions shall be provided. A secondary power supply for operation of the system shall be an approved storage battery or engine-driven generator.

907.6.3 Exterior Notification Devices.

Add new Section 907.6.3 as follows:

907.6.3 Exterior Notification Devices. All fire alarm systems shall include the installation of an exterior weatherproof annunciating device installed at a location approved by the Fire District. Such device shall provide visual only signal for buildings equipped with an automatic fire sprinkler system and an audio/visual signal for all others.

907.10 (New) Additional Alarm System Requirements.

Add new Section 907.10 as follows:

1. The Fire District requires that any type of detection device (smoke, heat, combination devices, extinguishing systems, fusible linkage devices) shall be monitored and terminate at the approved fire alarm panel.

2. All fire alarm systems shall be electrically supervised. All fire alarm systems shall terminate at Du-Comm (DuPage Communications, Fire Department Dispatch Center), unless an alternative location is expressly approved by the Fire Prevention Bureau. All such approved locations shall be U.L. listed central stations. Additionally, the Fire Prevention Bureau shall have the authority to require that a fire alarm system terminate at Du-Comm when the structure is deemed to constitute a "target hazard" based on size of occupancy classification.
3. All fire alarm systems shall be of the addressable type. No fire alarm shall be out of service for more than twenty-four (24) consecutive hours.
4. Alarm indicating audio/visual appliances or devices shall be provided, seen and heard in all areas of every building. All devices within a common area or view must be synchronized as outlined in NFPA 72. All sprinklered buildings shall be provided with audio/visual devices that activate when water flow is detected. Full building notification is required. Audio/Visual devices shall conform with NFPA standards.
5. Alerting Devices. All alerting devices shall be ADA compliant and approved for such use by U.L. and the NFPA. All additional devices being installed must be compatible with the current fire alarm system in the building.
6. Zones. Each floor of a building and each area over five thousand (5,000) square feet shall be separately zoned per floor. Each type of system / device (sprinkler, halon, pull stations, A/V devices, alarm, etc.) shall be zoned separately. Each sprinkler system need only be zoned per floor. Manual Pulls, A/V, and detectors shall be on separate zones per floor.
7. All low-voltage fire alarm circuiting must be run in metallic conduit for new fire alarm system installation.

SECTION 909 SMOKE CONTROL SYSTEMS

909.16.1 Smoke Control Systems.

909.16.1.1 (New) Additional Requirements.

Add new Section 909.16.1.1 as follows:

- A. The mechanical /automatic smoke management system shall be installed in all buildings. These buildings shall have an adequate and or return air source to allow the system to operate properly.
- B. The location and design of controls for the mechanical smoke management system including the pressurization of areas of a building shall be at the location approved by the Fire Prevention Bureau and shall be at an easily accessible location.
- C. Warehouse / Storage Facilities skylights shall be provided for manual smoke removal by the fire department based on the Building Code.

D. For buildings less than twenty-five thousand (25,000) square feet in area, windows, which may be opened, can be used for purpose of smoke evacuation.

E. The pressurization system may operate continuously or be activated by the alarm signal of the fire alarm or fire suppression systems. Manual controls shall be provided. Follow the stairwell pressurization requirements as outlined by the IBC, IFC and NFPA.

F. The operation or effectiveness of the internal smoke control and floor pressurization system shall not be compromised by alterations to the floor plan or the installation of unenclosed communicating stairs permitted by other sections of the Building Code. When considered, the Fire Code Official can require an engineering report and/ or supplemental building components to address the pressurization requirement.

SECTION 912 FIRE DEPARTMENT CONNECTIONS

Section 912.2.3 (New)

Add the following text to the end of Section 912.2.3:

Fire department connections shall be located no further than one hundred and fifty feet (150') from the nearest hydrant as measured over an accessible route.

Section 912.2.4 (New) Wall-mounted Fire Department Connections.

Add new Section 912.2.4:

Wall-mounted fire department connections are permitted on systems not over ordinary hazard Group 2, when:

1. There are no glazed structural openings within 5 feet (1524 mm) horizontally from inlet connection.
2. The structure is not classified as an "H" occupancy.
3. The fire department connection is within 50 feet (50') of an approved roadway or driveway and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects including buildings, fences, post, plantings or other fire department connections.

SECTION 913 FIRE PUMPS

Section 913.2.1 Protection against interruption of service.

Add the following text to Section 913.2.1:

The minimum fire separation requirement for fire pump and fire valve rooms shall be (2) hours.

A primary power source for operation of the system under normal conditions shall be provided. A secondary power source for operation of the system shall be an approved engine-driven generator or secondary electrical feed.

CHAPTER 10 MEANS OF EGRESS

SECTION 1008 MEANS OF EGRESS ILLUMINATION

1008.3.1 General.

Delete Section 1008.3.1 and substitute the following text:

1008.3.1 General. Emergency power supplies from an independent, approved reliable source (battery or automatic starting generator) shall be provided in all class rooms, offices, restrooms, storage/copy areas, electrical closets, stairwells, corridors, access routes and other components and/or spaces over two thousand (2,000) square feet in area and/or for any room or spaces with accommodations for five (5) or more people to gather. Emergency lighting must remain illuminated for 90 minutes in the event of failure of normal lighting.

The emergency lighting system shall be arranged to provide the required illumination automatically in the event of any interruption of normal lighting, such as any failure of the public utility or other outside electrical power supply; the opening of a circuit breaker or fuse; or any manual act(s) including accidental opening of a switch controlling normal lighting facilities.

1008.3.6 (New) Testing of Emergency Power.

Add new Section 1008.3.6 as follows:

1008.3.6 (New) Testing of Emergency Power. Testing of emergency lighting equipment shall be tested on a thirty- (30-) day interval for a minimum of thirty (30) seconds. An annual test shall be conducted for a 90-minute duration. Equipment shall be fully operational for the duration of this test. Written records of visual inspection and testing shall be documented by the owner and be available for review by Fire District personnel.

SECTION 1010 DOORS, GATES AND TURNSTILES

1010.1.9.9 Electromagnetically locked egress doors

Add the following Subsection #7 to Section 1010.1.9.9 as follows:

7. All electronic locking devices must deactivate (fail safe) on any type of fire alarm activation or power outage enabling Fire District personnel to enter the space and investigate the problem. All means of egress hardware shall be single-action operation. and be provided with sensor-type activation and a push-button override.

SECTION 1011 STAIRWAY

1011.1.1 Stairway doors.

Add new Section 1011.1.1 as follows:

1011.1.1 Stairway doors. In all new buildings in which stairwell doors are locked from the inside of the stairwell, all stairwell doors must unlock upon any building fire alarm activation or building loss of power. If the building has an emergency generator or secondary emergency feed, these doors shall remain unlocked until regular power has been restored to the building. Upon an emergency building evacuation, the Fire Code Official may unlock all stairwell doors from the fire alarm control panel.

1011.17 (New) Fire –resistance rating.

Add new Section 1011.17 as follows:

1011.17 Fire –resistance rating. Exit access stairway enclosures shall have a fire-resistance rating of not less than 2 hours where connecting four stories or more, and not less than 1 hour where connecting less than four stories. The number of stories connected by the exit access stairway enclosures shall include any basements, but not any mezzanines. Exit access stairway enclosures shall have a fire-resistance rating not less than the floor assembly penetrated but need not exceed 2 hours.

1011.17.1 (New) Openings into Stairwells.

Add new Section 1011.17.1 as follows:

1011.17.1 Openings into Stairwells. Openings in an exit access stairway enclosure shall be protected in accordance with Section 716 of the International Building Code as required for fire barriers. Doors shall be self- or automatic- closing by activation of the fire alarm system or smoke detection in accordance with Section 716.5.9.3 of the International Building Code.

1011.7.5 (New) Exterior walls.

Add new Section 1011.7.5 as follows:

1011.7.5 Exterior walls. Where exterior walls serve as a part of an exit access stairway enclosure, such walls shall comply with the requirements of Section 705 of the International Building Code for exterior walls, and the fire-resistance-rated enclosure requirements shall not apply.

SECTION 1013 EXIT SIGNS

1013.6.3 Power source.

Add the following text to Section 1013.6.3:

Self-luminous exit signs shall not be permitted to be installed in location where walls are determined to be permanent in nature.

CHAPTER 31 TENTS, CANOPIES AND OTHER MEMBRANE STRUCTURES

SECTION 3104 TEMPORARY AND PERMANENT TENTS, CANOPIES AND MEMBRANCE STRUCTURES

3104.12 Portable fire extinguishers.

Add the following text to Section 3104.12:

Portable fire extinguishers shall be provided as required by Section 906. Minimally, this shall include one extinguisher with a 4A rating to be located at each designated egress door/ opening.

3104.14 Occupant Load Factors

Add the following text to Section 3104.14:

The occupancy is to be calculated using the International Building Code with 5 SF per person for standing, 7 SF per person for seating, and 15 SF per person for table and chairs.

3104.15.8 (New) Exit Signs.

Add new Section 3104.15.8 as follows:

3104.15.8 Exit Signs. Non-illuminated exit signs shall be provided above each designated egress door/ opening when the occupant load is less the 50 occupants. For occupant loads exceeding 50 occupants, self-illuminated exit signs shall be provided at each egress door/ opening.

CHAPTER 33 FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION

SECTION 3308 Owner's Responsibility for Fire Protection

3308.4 Fire protection devices.

Add the following text to Section 3308.4:

Automatic fire alarm and suppression systems shall not be out of service for more than eight (8) hours for any construction, additions, alterations, maintenance or repairs without the approval of the Fire Code Official. When such work is required, work shall be conducted when the occupant load is minimal or as approved by the Fire Code Official.

Section 3308.8 (New) Fire watches.

Add the new Section 3308.8 as follows:

Section 3308.8 Fire watches. When any fire suppression system must be taken out of service, for any length of time greater than eight (8) hours, the Owner shall designate a responsible person(s) to be stationed at the control valve(s) to immediately activate the system in case of fire, or shall provide a fire watch which shall include a physical inspection of each floor at appropriate intervals or as the Fire Code Official may determine.

SECTION 50 HAZARDOUS MATERIALS- GENERAL PROVISIONS

5003.13 (New) Motor Vehicle Routes for Transporting Hazardous/ Dangerous Chemicals.

Add new Section 5003.13 as follows:

5003.13 Motor Vehicle Routes for Transporting Hazardous/ Dangerous Chemicals. Routes for vehicles transporting hazardous chemicals and other dangerous articles including combustible and flammable liquids are hereby established as follows:

- a. Routes must be approved by local, state or federal government.
- b. No tank vehicle shall be parked for over one hour or left unattended at any time.

5005.3.10 (New) Dispensing from tank vehicles.

Add new Section 5005.3.10 as follows:

5005.3.10 Dispensing from tank vehicles. Automated dispensers such as coin; key or card operated devices, for self-service operation by the general public is prohibited within the Fire District.

5005.4.5 (New) Leaving vehicle unattended.

Add new Section 5005.4.5 as follows:

5005.4.5 Leaving vehicle unattended. No tank vehicle shall be left unattended on any lot, street, highway, avenue, alley or any other location, public or private.

CHAPTER 56 EXPLOSIVES AND FIREWORKS

SECTION 5601 GENERAL.

5601.2 Permit Required.

Delete Section 5601.2 and substitute the following text:

5601.2 Permit Required. The storage, handling and use of explosives and blasting agents are prohibited except by the issuance of a Special Permit from the City or County (as applicable) and as approved by the Fire District. The provisions of Sections 105.6 of this Code shall otherwise apply. All such permit applications shall be made to the applicable

City or County agency and be in full conformance with all state laws, statutes and regulations.

5601.9 (New) Motor Vehicle Routes for Transporting Explosives.

Add new Section 5601.9 as follows:

Routes for vehicles transporting explosives and blasting agents are hereby established as follows:

- a. Routes used must be approved by the local state and federal government.
- b. Vehicle owners transporting these materials must give twenty-four-hour advance notification of the transportation to the Fire Prevention Bureau.
- c. Special Permits and any accompanying certificates, or bonds must first be issued by the following agencies: (1) the federal government, (2) the State of Illinois, (3) the County or City.
- d. Any violation of this section will be deemed a violation of the Fire Prevention Code.

Chapter 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS

Section 5704.1 Permits.

Delete Section 5704.1 and substitute the following text:

Section 5704.1 Permits. The storage of flammable liquids in outside above-ground tanks is prohibited except by the issuance of a Special Permit from the City or County (as applicable) and by the Fire Prevention Bureau. Any violation of this section will result in the issuance of a violation notice from the applicable City or County Building Department. The provisions of Sections 105.6 and 105.7 of this Code shall otherwise apply.

Section 5704.3.4 Quantity limits for storage.

Add the following text to Section 5704.3.4:

Notwithstanding any other provision in this Code, portable tanks shall be limited to 500 gallons in capacity and shall comply with applicable requirements of the Office of the State Fire Marshal.

CHAPTER 50 HAZARDOUS MATERIALS – GENERAL PROVISIONS

5001.7 (New) Responsibility for Cleanup.

Add the following text to Section 5001.7:

Additionally, all required costs associated with the cleanup initiated by the Fire District shall be borne by the owner, operator or other person in responsible as outlined in the adopted Spiller Pays Ordinance and in conformance with all applicable state laws.

The Districts also adopt the Fire Prevention Code of DuPage County, Illinois, as amended for those portions of the District lying outside of the boundaries of the City.

Section 18: Chapter 150 entitled “Codes and Regulations Governing Construction of Buildings and Structures” of Title XV entitled “Land Use” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by adding thereto Section 150.18 entitled “Registration of Conveyances” which shall read as follows:

§ 150.18 REGISTRATION OF CONVEYANCES.

(A) For purposes of this section and § 154.09, the word CONVEYANCE shall mean and be defined as any elevator, dumbwaiter, escalator, moving sidewalk, platform lift, stairway chairlift or automated people mover.

(B) All conveyances within the city shall register and pay the associated fee to the Office of the State Fire Marshal (“OSFM”), and the City shall cooperate with the OSFM to put conveyances that are not registered out of service and to report to the OSFM the names of the owners of conveyances that fail to register, within 30 days after the City has determined that a conveyance is not registered.

(C) (1) Prior to use, all conveyances shall be inspected and issued a certificate of operation. After the initial installation and inspection of a conveyance, it shall be inspected annually, except that a certificate of operation is renewable every three years for a conveyance:

(a) That is located in a building owned and occupied by any church, synagogue or other building, structure, or place used primarily for religious worship and is the only conveyance in the building;

(b) That is under the jurisdiction of the city;

(c) That is limited in use to two levels; and

(d) For which the church, synagogue or other building, structure or place used primarily for religious worship has an annual maintenance examination that includes the applicable category tests.

(2) For these occupancies, on-site witnessing of the category test shall be witnessed every three years. Records of the applicable maintenance checks and elevator category test results shall be maintained on-site by the building owner. The inspections shall be conducted by a certified elevator inspector of the City or with whom the City has by contractual agreement arranged for inspections to be conducted. Conveyances must successfully pass all required tests and inspections. Following an inspection or reinspection, if the conveyance is found to comply with the applicable standards for

conveyances, the City shall send to the property owner a certificate of operation and an invoice for the inspection fee. The certificate of operation shall be valid for a period not to exceed 12 months unless suspended or revoked. The certificate of operation shall be posted in a conspicuous location on the conveyance and shall be framed with a transparent cover.

(D) If the conveyance is found not to comply with the applicable standards for conveyances, the City shall send to the property owner an inspection report describing the deficiencies and an invoice for the inspection fee. Violations of the applicable standards for conveyances noted in the inspection report shall be corrected and the conveyance reinspected within 30 days following the issuance of the inspection report.

(E) Whenever the City determines from the results on any inspection that, in the interest of public safety, a conveyance is in an unsafe condition, the City may seal the conveyance, revoke a certificate of operation and/or order that its use be discontinued until the City determines by inspection that the conveyance has been satisfactorily repaired or replaced so that the conveyance may be operated in a safe manner. The City may suspend or revoke any certificate of operation if it finds that the conveyance is not in compliance with the applicable standards for conveyances. Any conveyance operated without a current valid certificate of operation shall be deemed unsafe for purposes of this section.

(F) It shall be unlawful to:

- (1) Operate a conveyance without a current valid certificate of operation;
- (2) Operate a conveyance that has been sealed or the use of which has been ordered to be discontinued prior to the City's determining by inspection that the conveyance has been satisfactorily repaired or replaced so that the conveyance may be operated in a safe manner;
- (3) Falsify a certificate of operation;
- (4) Refuse to allow an inspector access to the conveyance or its equipment for inspection; or
- (5) Fail to correct violations of the applicable standards for conveyances noted in an inspection report within 30 days following the issuance of the inspection report.

(G) Each day that a violation of this section occurs constitutes a separate offense.

Section 19: Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by adding thereto Section 150.19 entitled "Adoption of Swimming Pool and Spa Code" which shall read as follows:

§ 150.19 ADOPTION OF SWIMMING POOL AND SPA CODE.

The International Swimming Pool & Spa Code, 2021 Edition, as published by the International Code Council, Inc., is hereby adopted as the Swimming Pool & Spa Code of the City of Oakbrook Terrace for the regulation of the construction, alteration, movement, replacement, repair and maintenance of aquatic recreation facilities, pools and spas as therein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the International Swimming Pool & Spa Code are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter except for the local amendments set forth in § 150.20 hereof.

Section 20: Chapter 150 entitled “Codes and Regulations Governing Construction of Buildings and Structures” of Title XV entitled “Land Use” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by adding thereto Section 150.20 entitled “Local Amendments to the Swimming Pool and Spa Code” which shall read as follows:

§ 150.20 LOCAL AMENDMENTS TO THE SWIMMING POOL AND SPA CODE.

The Swimming Pool and Spa Code adopted in § 150.17 of this chapter is hereby amended as follows:

(A) Sec. 101.1 (Title) is deleted and the following is substituted:

These regulations shall be known as the Swimming Pool & Spa Code of the City of Oakbrook Terrace, Illinois, hereinafter referred to as “this code.”

(B) Sec. 103 (Code Compliance Agency) is deleted, and the following is substituted:

SECTION 103

DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

103.1 Director of Community and Economic Development. The Director of Community and Economic Development, and such assistants to whom the Director of Community and Economic Development has delegated authority, shall be the code official for purposes of administering and enforcing the provisions of this code and making such determinations, interpretations and orders as are necessary therefor; and for requiring such plats, plans and other descriptive material as are necessary to judge compliance with this code.

(C) Sec. 108.1(Fees) is deleted and the following is substituted:

The fees for swimming pool and spa work shall be paid as required in accordance with Title XV, Chapter 154 of the city’s code of ordinances.

(D) Sec. 108.6 (Refunds) is deleted without substitution.

(E) Sec. 112 (Board of Appeals) is deleted without substitution.

(F) Sec. 113.4 (Violation penalties) is deleted and the following is substituted:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Director of Community and Economic Development, or of a permit or certificate issued under the provisions of this code, shall be subject to a fine of not less than one hundred dollars (\$100) nor more than seven hundred fifty dollars (\$750).

(G) Sec. 202 (GENERAL DEFINITIONS) is amended by deleting the definition of "CODE OFFICIAL" and substituting the following:

The employee designated as the code official in Sec. 103 of this code.

(H) Chapter 11 (Referenced Standards), are amended to delete all references to the International Plumbing Code and insert the Illinois Plumbing Code 2014 Edition.

Section 21: Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by adding thereto Section 150.21 entitled "Adoption of Illinois Accessibility Code 2018" which shall read as follows:

§ 150.21 ADOPTION OF ILLINOIS ACCESSIBILITY CODE 2018.

The Illinois Accessibility Code, 2018 Edition or most current as adopted by the State of Illinois, to establish minimum scoping and technical design requirements to ensure that the built environment in the State of Illinois is designed, constructed, and altered to be accessible to and usable by all, including individuals with disabilities as therein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the Illinois Accessibility Code, are hereby referred to, adopted and made a part hereof as if fully set forth in this chapter.

Section 22: Chapter 150 entitled "Codes and Regulations Governing Construction of Buildings and Structures" of Title XV entitled "Land Use" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by adding thereto Section 150.22 entitled "Adoption of Life Safety Code" which shall read as follows:

§ 150.22 ADOPTION OF LIFE SAFETY CODE.

The NFPA 101, Life Safety Code, 2021 Edition, as published by the National Fire Protection Association (NFPA), is hereby adopted as the Life Safety Code of the City of Oakbrook Terrace to provide minimum requirements with due regard to function, for the design, operation, and maintenance of buildings and structures for safety to life from fire. Its provisions will also aid life safety in similar emergencies as therein provided; and each and all of the regulations, provisions, penalties, conditions and terms of the NFPA 101, Life Safety Code are hereby referred to, adopted and made a part hereof as if fully set forth in this chapter.

Section 23: Section 157.01 entitled “Adoption of Property Maintenance Code” of Chapter 157 entitled “Property Maintenance Code” of Title XV entitled “Land Usage” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 157.01 PROPERTY MAINTENANCE CODE.

The 2021 “International Property Maintenance Code”, as published by the International Code Council, Inc., is hereby adopted as the Property Maintenance Code of the City of Oakbrook Terrace, for the regulating and governing of the conditions and maintenance of all property, buildings and structures in the city; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and each and all of the regulations, provisions, penalties, conditions, and terms of the 2021 “International Property Maintenance Code”, are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter, except for the local amendments set forth in § 157.02 of this chapter.

Section 24: Section 157.02 entitled “Local Amendments” of Chapter 157 entitled “Property Maintenance Code” of Title XV entitled “Land Usage” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 157.02 LOCAL AMENDMENTS.

The Property Maintenance Code adopted pursuant to § 157.01 of this chapter is hereby locally amended as follows:

(A) Subsection 101.1, Title, is deleted, and the following is substituted:

These regulations shall be known as the “Property Maintenance Code of the City of Oakbrook Terrace,” hereinafter referred to as “this code.”

(B) Subsection 102.3, Application of other codes, is deleted, and the following is substituted:

Repairs, additions or alterations to a structure, or changes of occupancy shall be done in accordance with the procedures and provisions of the International Existing Building Code. Nothing in this code shall be construed to cancel, modify or set aside any provision of the Zoning Ordinance of the City of Oakbrook Terrace, hereinafter referred to as the “Zoning Code.”

(C) The title to Section 103, “Code Compliance Agency,” and the provisions of Subsections 103.1, General, and 103.2, Appointment, are deleted; and the following is substituted:

SECTION 103 Community Development Department.

103.1 General. The city’s Community Development Department is responsible for property maintenance, and the employee in charge thereof shall be known as the code official.

103.2 Appointment. The code official shall be appointed by the Mayor.

(D) Subsection 104, Fees, is deleted without substitution.

(E) Subsection 105.2, Inspections, is deleted, and the following is substituted:

The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as may be deemed necessary to report upon unusual technical issues that arise, provided that, in engaging any such expert, the code official shall comply with all usual and required budgeting or purchasing procedures of the city, as such procedures may be adopted or amended by the City Council from time to time.

(F) Subsection 106.1, Modifications, is deleted, and the following is substituted:

Whenever there are practical difficulties involved in carrying out the provisions of this code, modifications for individual cases may be approved, but only by an ordinance duly passed by the City Council, provided that the City Council finds that special individual reasons make the strict letter of this code impractical, that the modification is in compliance with the intent and purpose of this code, and that such modification does not lessen health, life and fire safety requirements. The findings of the City Council shall be entered into the minutes of the City Council meeting at which such modification is approved.

(G) Section 109.4, Violation penalties, is deleted, and the following is substituted:

Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws, and shall, upon conviction, be fined not less than \$100.00 nor more than \$750.00 for each offense. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(H) Section 107, Means of Appeal is deleted without substitution.

(I) Subsection 201.3, Terms Defined in Other Codes, is deleted, and the following is substituted:

Where terms are not defined in this code and are defined in the 2021 International Building Code, the 2021 International Fire Code, Chapter 156, the Zoning Code of the City of Oakbrook Terrace, hereinafter referred to as the "Zoning Code," the 2014 State of Illinois Plumbing Code, the 2021 International Mechanical Code, the 2021 International Existing Building Code or the 2020 National Electric Code, such terms shall have the meanings as ascribed to them as in those codes.

(J) Section 202, General Definitions is amended as follows:

- (a) By adding the following introductory phrase:

The following definitions shall apply to this code unless they are in conflict with the definitions in the Zoning Code, in which case the definitions in the Zoning Code shall control.

- (b) By adding the following definitions in alphabetical order as they would appear therein:

APPROVED CARBON MONOXIDE ALARM OR "ALARM". A carbon monoxide alarm that complies with all the requirements of the rules and regulations of the Illinois State Fire Marshal, bears the label of a nationally recognized testing laboratory, and complies with the most recent standards of the Underwriters Laboratories or the Canadian Standard Association.

COMPOST. The humus-like product of the process of composting landscape waste, which may be used as a soil conditioner.

COMPOST BIN. A freestanding enclosure, made of concrete blocks, brick, wood, woven wire, or durable plastic, which surrounds a compost pile.

COMPOST PILE. An area in which composting takes place.

COMPOSTING. The biological treatment process by which microorganisms decompose the organic fraction of landscape waste and produce compost.

GARBAGE. Waste resulting from the handling, preparation, cooking and consumption of food; waste resulting from the handling, storage and sale of produce.

LANDSCAPE WASTE. All accumulations of grass or shrubbery, cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

LOT. A lot of record, or for the purposes of this code, any two (2) or more contiguous lots of record that are improved with only one (1) principal structure, and which are owned by the same entity or individual, shall be deemed to be a single lot, in which case all interior lot lines shall be disregarded, and the lot lines shall be the exterior lot lines of the combined lots.

PARKWAY. That area of land between the property line abutting any public right-of-way, highway, street or alley, and the back of curb, edge of pavement (either concrete or asphalt) or other improved roadway surface.

- (c) By deleting the definitions of "DWELLING UNIT and "RUBBISH", and substituting the following:

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Also, a room or suite of rooms used for human habitation, including a single-family residence as well as each living unit of a multiple-family residence and each living unit in a mixed-use building.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches and yard trimmings, except for those which may be placed in a compost pile, tin cans, metals, mineral matter, glass, crockery and dust, parts intended for use on a motor vehicle, body parts of motor vehicles, tires, plastic containers, crates, barrels, pallets, furniture not intended or designed for outdoor use, carpeting, carpet padding, appliances, construction debris and similar types of materials.

- (K) Subsection 302.4, Weeds, is deleted, and the following is substituted.

All premises and exterior property shall be maintained free from weeds or plant growth in accordance with Chapter 94 of the Code of Ordinances. It shall be the responsibility of the property owner to mow and maintain the area between the owner's property line and the improved street adjacent thereto, which is commonly known as the parkway, free from prohibited weeds, grass, annual plants, or similar vegetation as required by Chapter 94 of the Code of Ordinances of the City of Oakbrook Terrace.

- (L) Subsection 302.7 shall be amended to add the following:

If fencing adjacent to parking areas is subject to repeated damage, a guard rail or other protective measure shall be required.

- (M) Subsection 302.8, Motor vehicles, is deleted, and the following is substituted:

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. The provisions of Chapter 90 of the Code of Ordinances shall also govern abandoned and inoperative vehicles as defined in such chapter. Painting of vehicles is prohibited unless conducted inside an approved spray booth and in accordance with the Zoning Code.

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

N) Section 302, Exterior Property Areas, is amended by adding the following subsections:

302.10 Dumping on public or private property. No person shall dump or place any municipal waste, landscape waste, recyclable materials or white goods, as such terms are defined in Chapter 51 of the Code of Ordinances, on any premises or property in the city, including property owned by the city or any other public agency, except as provided in such Chapter 51 and in accordance with the provisions of such Chapter 51.

302.11 Feeding of wild/feral animals or birds. No person shall conduct any activity or create any condition on property under such person's control, including but not limited to the feeding of wild or feral animals, if such activity or condition attracts wild animals, birds or insects, in a manner or in sufficiently large numbers as to cause unreasonable damage to other property or a hazard to public health.

302.12 Nuisance Vegetation and Dangerous Trees or Shrubs. It shall be unlawful for the owner of any lot or parcel in the city on which any nuisance vegetation or dangerous tree or shrub is, or was originally, placed or planted, to maintain any nuisance vegetation or any dangerous tree or shrub upon such lot or parcel.

302.12.1 Definitions. For purposes of this paragraph, the following terms shall be defined as follows:

1. "Dangerous tree or shrub" shall mean any tree or shrub, or any limb or portion thereof, which creates a risk of imminent danger or hazard to persons or property, in that it has broken or has fallen or threatens to fall on or come in contact with a house, a power line or a voltage conductor if either the tree or shrub or a limb or portion thereof, or the line moves in the wind or otherwise; or in that it blocks safe passage of, or obstructs, in whole or in part, streets, sidewalks, easements or bicycle paths; or in that it falls or threatens to fall and blocks safe passage after having become uprooted or unstable as a result of construction activities, disease, age or severe weather such as a tornado, windstorm, flood, freeze, or other natural disaster.
2. "Nuisance Vegetation" shall mean:
 - a. One or more trees or shrubs infected with Dutch Elm disease;
 - b. One or more trees or shrubs infected with Oak Wilt disease;
 - c. One or more trees or shrubs infected with Emerald Ash borer; or
 - d. Any tree, shrub or part thereof (including firewood) that is:
 - (i) Interfering with the use of any public area;

- (ii) Infected with a plant disease;
- (iii) Infested with insects;
- (iv) Dead and has been dead for more than three (3) months; or
- (v) Endangering the life, health or safety of other trees, shrubs, or any persons or property, as determined by the city in its discretion.

3. "Owner" shall mean and include the legal and beneficial owners of any lot or parcel of land in the city, and any adult family members or tenants occupying the lot or parcel; provided that any nuisance vegetation or any dangerous tree or shrub that is, or was originally, placed or planted on such lot or parcel shall be considered owned by such persons, regardless of whether a portion thereof hangs over or has fallen on public property or a lot or parcel owned by another person.

302.12.2 Inspection. In order to carry out the purposes of this subsection, and to implement enforcement thereof as provided in paragraph 302.12.4, the code official shall have the duties and powers set forth in Section 104 of this code. In addition, the code official shall be authorized to remove specimens from any tree or shrub for analysis to determine whether such tree or shrub is dead or substantially dead, or may serve as a breeding place for the European Elm Bark Beetle or the Native Elm Bark Beetle, Oak Wilt Disease or Emerald Ash Borer.

302.12.3 Specific standards and procedures for certain tree-related diseases. The following specific standards and procedures shall apply to the removal from the city of any diseased tree, shrub or firewood:

1. Dutch Elm Disease and Oak Wilt Disease. It shall be unlawful to strip the bark from, retain, or sell either the wood or bark from any diseased or dead elm or oak tree, and the owner shall remove a diseased elm or oak tree or diseased elm or oak wood only in conformance with the following:
 - a. Removal shall occur within twenty (20) days of notification;
 - b. Removal shall follow proper transport and proper disposal procedures in accordance with procedures included in the notice from the city or the Illinois Department of Agriculture; and
 - c. Any contractor responsible for removal shall provide the city with an acceptable certificate of insurance.

2. Emerald Ash Borer. It shall be unlawful to strip the bark from, retain, or sell either the wood or bark from any diseased or dead ash tree, and the owner shall remove a diseased ash tree or dead ash wood only in conformance with the following:

a. Removal shall occur within twenty (20) days of notification, or within twenty (20) days after the time determined by the Illinois Department of Agriculture to be the best time for such removal, with precedence being given to the Department's determination as to timing;

b. Removal shall follow proper transport and proper disposal procedures in accordance with procedures included in the notice from the city or the Illinois Department of Agriculture; and

c. Any contractor responsible for removal shall provide the city with an acceptable certificate of insurance.

d. Any contractor responsible for removal shall have EAB Compliant status with the Illinois Department of Agriculture.

302.12.4 Enforcement.

1. If, upon analysis of specimens removed from any tree or shrub by the code official, it is determined that such tree or shrub, or part thereof, constitutes nuisance vegetation or a dangerous tree or shrub, the code official or a designee, shall serve or cause to be served a notice, as required by Section 107 of this code, upon the owner of the lot or parcel on which such vegetation, tree or shrub is, or was originally, placed or planted, requiring the owner to treat, remove from the city, or otherwise control any such nuisance vegetation, or remove or trim any dangerous tree or shrub as may be applicable. The notice shall advise the owner of the specific standards and procedures for treating, removing or otherwise controlling nuisance vegetation with specific diseases, as provided in paragraph 302.12.3, or for removing or trimming dangerous trees and shrubs or parts thereof.

2. If an owner fails, neglects or refuses to treat, remove from the city, or otherwise control any nuisance vegetation within twenty (20) days after receiving notice thereof, or to follow the specific standards and procedures for treating, removing or otherwise controlling nuisance vegetation with specific diseases, as provided in paragraph 302.12.3, the City Administrator or a duly authorized designee may cause such vegetation, tree or shrub to be treated, removed from the city or otherwise controlled.

3. If an owner fails, neglects or refuses to remove from the city or trim any dangerous tree or shrub immediately after receiving notice of the imminent danger caused thereby, the City Administrator or a duly authorized designee may cause such vegetation, tree or shrub to be removed from the city or trimmed.

4. All costs for the treatment, removal from the city, or other measures taken by the city for control of any nuisance vegetation, or for the city's removal from the city or trimming of any dangerous tree or shrub, shall be assessed against the owner of the lot or parcel on which any such nuisance vegetation or any dangerous tree or shrub is, or was originally, placed or planted. Such cost shall be in addition to any penalties imposed for any violation or noncompliance with this subsection, as provided for in Subsection 106.4 of this code, and shall also be a lien upon the owner's property if not paid within thirty (30) days after the city issues its invoice for such costs.

302.13 Tree and bush trimming. All vegetation, including, but not limited to, trees and bushes, shall be kept trimmed to provide adequate clearance from electric power lines on private property or to prevent other hazardous conditions, as follows:

1. All broken limbs on private property shall be removed by the property owner or person in control of the property;
2. Any limb of a tree located on private property that creates a hazard because it overhangs an electric power line on private property, or creates a hazard because it overhangs the public right-of-way, shall be removed by the property owner or person in control of the property; and
3. Any limb that would come in contact with an adjacent electric power line or voltage conductor on private property if either such limb or such electric power line moves, in the wind or otherwise, shall be removed by the property owner or person in control of the property.

302.14 Standards and Conditions for Composting and Compost Bins. All composting shall be done in compliance with the following standards and conditions:

1. All compost piles shall be enclosed in a freestanding compost bin.
2. Each compost bin shall be no larger in volume than one hundred twenty-five (125) cubic feet and shall be no taller than five (5) feet.
3. No more than two (2) compost bins may be located on any lot.
4. No compost bin may be located on any vacant lot or lot not containing a principal structure.

5. All compost bins/piles shall be maintained so as to prevent unpleasant odors.
6. All compost bins/piles shall be maintained so as to prevent the attraction or harborage of rodents.
7. No person shall deposit any waste other than landscape waste in a compost pile, and it shall be a violation of this code to deposit garbage waste or refuse in compost piles.
8. All composting shall be done in accordance with any process that has been recommended to be an acceptable composting process by the DuPage County Environmental Committee, through SCARCE (School and Community Assistance for Recycling and Composting), or the University of Illinois Cooperative Extension Service.
9. Compost piles shall be set back from any public street or thoroughfare (but excluding alleys), a distance not less than the setback of the existing principal structure from said street or thoroughfare.
10. Compost piles/bins may be located in an interior side yard, provided, however, that they shall be located not less than ten (10) feet from any abutting side yard of any adjacent property.
11. Compost piles/bins may be located in any rear yard, provided that they shall be located not less than three (3) feet from any lot line, and further provided that they shall be located not less than ten (10) feet from a rear or side lot line where either such line abuts the side yard of any adjacent lot.
12. Notwithstanding any other provision of this subsection, no compost pile/bin shall be located on any recorded drainage easement, nor shall any compost bin be located in such a manner as to interfere with or impede the natural flow of drainage from or across any existing lot.
13. It is hereby declared to be a nuisance to engage in composting or to maintain a compost pile/bin other than in full compliance with the provisions of this subsection.
14. It shall be the duty of both the property owner and any occupant or person in control of the property on which composting is taking place or on which a composting pile/bin is located, to make sure that such composting is being done and such compost pile/bin is being maintained in full compliance with all provisions of this subsection.
15. The provisions of this subsection shall be the exclusive provisions concerning composting in the city, and so long as composting on any property is in compliance with the provisions of the subsection,

composting shall not constitute a violation of any other provision of the Code of Ordinances of the City of Oakbrook Terrace.

- (O) Subsection 303.2, Enclosures, is deleted, and the following is substituted:

Private swimming pools, hot tubs and spas containing water more than 24 inches (610 mm) in depth shall be enclosed as provided in § 156.044 of the Zoning Code.

- (P) Subsection 304.2, Protective treatment, is deleted, and the following is substituted:

304.2 Protective treatment. All exterior surfaces, including but not limited to, siding, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition, and shall be reasonably capable of withstanding the effects of the elements and decay. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted, and any exterior surface which is deteriorated, decaying, disintegrating, or which has lost its capability to reasonably withstand the effects of the elements shall be repaired. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust or corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.2.1 Exterior paint and colors.

304.2.1.1 Exterior paint colors. It shall be unlawful to paint, stain or color or change the color of a fence located within the city except in accordance with this Section 304.2.

304.2.1.2 Permissible exterior surface treatments. No more than one solid color shall be used on any fence located within the city.

304.2.1.3 Existing colors, maintenance and vested rights. The owner of property affected by this Section 304.2 shall have the right to maintain and repair colors existing on the effective date of this Section 304.2. The owner of property shall be permitted to repair minor damage to the existing fences on the property and to repaint such repaired areas to match the existing color, provided, however, that the repaired area to be repainted shall not exceed fifty percent (50%) of the combined surface area of all elevations of the fence. In the event that more than fifty percent (50%) of the combined surface area of all elevations of the fence needs to be repainted, or if the color of existing improvements is to be changed, then the property shall be brought into full compliance with this Section 304.2.

- (Q) Subsection 304.14, Insect screens, is deleted, and the following is substituted.

During the period from May 1st to November 1st of each year, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved, tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every swinging door shall have a self-closing device in good working condition.

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

- (R) Section 308, Rubbish and Garbage, is amended by adding the following new subsection:

308.4 Conformance with other garbage regulations. All storage and disposal of garbage shall comply fully with the provisions of Chapter 51 of the Code of Ordinances.

- (S) Section 404.4, Bedroom and living room requirements, and Subsection 404.4.1, Room area, are deleted, and the following is substituted:

404.4 Bedroom requirements. Every bedroom shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Area for sleeping purposes. Every bedroom occupied by one person shall contain at least 70 square feet of floor area, and every bedroom occupied by more than one person shall contain at least 50 square feet of floor area for each occupant thereof.

- (T) Section 404.5, Overcrowding, is deleted, and the following is substituted:

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

TABLE 404.5

MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room ^{a,b}	No requirements	120	150
Dining room ^{a,b}	No requirements	80	100

Bedrooms	Shall comply with Section 404.4
----------	---------------------------------

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

(U) Section 404.5, Overcrowding, is amended by adding the following Subsections:

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

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

(V) Chapter 5, Plumbing Facilities and Fixture Requirements; Section 505, Water Systems; and Section 505.1, General, are not adopted and are hereby deleted from this code.

(W) Chapter 6, Mechanical and Electrical Requirements; Section 604.2, Electrical Facilities; and Section 604.2, Services, are not adopted, and are hereby deleted from this code.

(X) Subsections 602.3, Heat supply, and 602.4, Occupiable work spaces, are deleted, and the following is substituted:

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units, rooming units, dormitory or guestrooms on terms, either expressed or implied, to furnish heat to the occupants thereof, shall supply heat during the period from October 1st to May 1st, to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

(1) When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in the 2014 State of Illinois Plumbing Code.

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

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 1st to May 1st, to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

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

(Y) Section 702.4 Emergency escape openings, is amended by adding the following new sentence:

One emergency escape opening shall lead directly to the outside.

(Z) Chapter 7, Fire Safety Requirements, is amended by adding a new Section 705, Carbon Monoxide Detectors, as follows:

SECTION 705

CARBON MONOXIDE DETECTORS

705.1 General. Every dwelling unit shall be equipped with at least one approved carbon monoxide alarm in an operating condition within fifteen (15) feet of every room used for sleeping purposes. The carbon monoxide alarm may be combined with smoke detecting devices, provided that the combined unit complies with the respective provisions of the administrative code, reference standards, and departmental rules relating to both smoke detecting devices and carbon monoxide alarms, and provided that the combined unit emits an alarm in a manner that clearly differentiates the hazard.

705.1 More than one dwelling unit. Every structure that contains more than one dwelling unit shall contain at least one approved carbon monoxide alarm in operating condition within fifteen (15) feet of every room used for sleeping purposes.

705.2 Responsibilities for alarms. It is the responsibility of the owner of a structure to supply and install all required alarms. The owner is responsible for providing one tenant per dwelling unit with written information regarding alarm testing and maintenance.

It is the responsibility of a tenant to test and to provide general maintenance for the alarms within the tenant's dwelling unit or rooming unit, and to notify the owner or the authorized agent of the owner in writing of any deficiencies that the tenant cannot correct. The tenant is also responsible for replacement of any required batteries in the carbon monoxide alarms in the tenant's dwelling unit, except that

the owner shall ensure that the batteries are in operating condition at the time the tenant takes possession of the dwelling unit. The tenant shall provide the owner or the authorized agent of the owner with access to the dwelling unit to correct any deficiencies in the carbon monoxide alarm that have been reported in writing to the owner or the authorized agent of the owner.

705.3 Power source for alarm. The carbon monoxide alarms required under this Act may be either battery powered, plug-in with battery back-up, or wired into the structure's AC power line with secondary battery back-up.

Exceptions: The following residential units shall not require carbon monoxide detectors:

1. A residential unit in a building that:
 - a. Does not rely on combustion of fossil fuel for heat, ventilation, or hot water;
 - b. Is not connected in any way to a garage; and
 - c. Is not sufficiently close to any ventilated source of carbon monoxide, as determined by the local building commissioner, to receive carbon monoxide from that source.
2. A residential unit that is not sufficiently close to any source of carbon monoxide so as to be at risk of receiving carbon monoxide from that source, as determined by the local building commissioner.

(AA) References to the International Plumbing Code are deleted, and references to the 2014 State of Illinois Plumbing Code, with local amendments, are substituted.

(AB) References to the ICC Electrical Code are deleted, and references to the 2022 National Electric Code, with local amendments, are substituted.

Section 25: Section 158.01 entitled "National Electrical Code adopted" of Chapter 158 entitled "Electrical Code" of Title XV entitled "Land Usage" of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 158.01 NATIONAL ELECTRICAL CODE ADOPTED.

The National Electrical Code (NFPA No. 70-2020), 2020 Edition, as published by the National Fire Protection Association, is hereby adopted as the Electrical Code of the City of Oakbrook Terrace to address the design, alteration, modification, construction, maintenance and testing of electrical systems and equipment as therein provided; and each and all of the regulations, provisions, penalties, conditions, and terms of the National Electrical Code, are hereby referred to, adopted, and made a part hereof, as if fully set forth in this chapter, except for the local amendments set forth in § 158.02 hereof.

Section 26: Section 158.02 entitled “Local amendments” of Chapter 158 entitled “Electrical Code” of Title XV entitled “Land Usage” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 158.02 LOCAL AMENDMENTS.

The 2020 National Electrical Code adopted in § 158.01 of this chapter is hereby amended as follows:

(A) In Sec. 80.2 (Definitions) of Annex H (Administration), the definition of Authority Having Jurisdiction is deleted and the following is substituted:

The individual designated by the Director of Community and Economic Development of the City to be responsible for approving equipment, materials, an installation or a procedure to be used or installed under this Code. The authority having jurisdiction shall make the final determination concerning such matters.

(B) Sec. 80.13 (Authority) of Annex H (Administration), par. (13) is deleted and the following is substituted:

Whenever any installation subject to inspection prior to use is covered or concealed without having first been inspected, the authority having jurisdiction shall be permitted to require that such work be exposed for inspection. The authority having jurisdiction shall be notified when the installation is ready for inspection and shall conduct the inspection within twenty-four (24) hours after such notice.

(C) Sec. 80.15 (Electrical Board) of Annex H (Administration) is deleted without substitution.

(D) Sec. 80.23 (Notice of Violations, Penalties) of Annex H (Administration), par. (B) (Penalties), subpar. (3) is deleted and the following is substituted:

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the authority having jurisdiction, or of a permit or certificate issued under the provisions of this code, shall be subject to a fine of not less than one hundred dollars (\$100.00) nor more than seven hundred fifty dollars (\$750.00).

(E) Sec. 80.25 (Connection to Electricity Supply) of Annex H (Administration), par. (C) (Notification) is deleted without substitution.

(F) Sec. 80.27 (Inspector’s Qualifications) of Annex H (Administration), par. (A) (Certificate) is deleted and the following is substituted:

All electrical inspectors shall be certified by a nationally recognized inspector certification program accepted by the city. The certification program shall specifically qualify the inspector in electrical inspections.

(G) Sec. 80.27 (Inspector's Qualifications) of Annex H (Administration), par. (B) (Experience), subpars. (3) and (4) are deleted and the following subparagraphs are substituted:

(3) Be well versed in the statutes of the State of Illinois relating to electrical work and this code.

(4) Have had at least five (5) years' experience as an electrical inspector or ten (10) years' experience in the installation of electrical equipment. In lieu of such experience, an electrical inspector may be a graduate in electrical engineering or a similar program offered by a college or university considered by the city as having suitable requirements.

(H) Sec. 80.29 (Liability for Damages) of Annex H (Administration) is deleted and the following is substituted:

Annex H shall not be construed to affect the responsibility or liability of any party owning, designing, operating, controlling, or installing any electrical equipment for damages to person or property caused by a defect therein, and the City of Oakbrook Terrace, its officers, employees and agents shall not be held liable for any such damages by reason of the inspection, reinspection or other examination authorized.

(I) Sec. 80.35 (Effective Date) of Annex H (Administration) is deleted without substitution.

(J) The definition of "Authority Having Jurisdiction" in Article 100 (Definitions) is deleted and the following is substituted:

See Sec. 80.2 of Annex H.

(K) Sec. 210.8 (Ground-Fault Circuit- Interrupter Protection for Personnel), par. (A) (Dwelling Units) is amended by deleting the heading "Dwelling Units" and substituting "All Occupancies"; and by deleting the introductory paragraph and substituting the following:

All 125-volt, single-phase, 15- and 20-ampere receptacles installed in the locations specified in (1) through (8) shall have self-diagnostic type LED ground fault interrupter protection for personnel (LED). All floor receptacles shall have ground fault circuit interrupter protection (breaker) as required.

(L) Sec. 210.8 (Ground-Fault Circuit- Interrupter Protection for Personnel), par. (B) (Other Than Dwelling Units) is deleted without substitution.

(M) In Table 210.21(B)(3) (Receptacle Ratings), for the Circuit Rating (Amperes) for 20, the Receptacle Rating (Amperes) shall be 20 only.

(N) Sec. 220.82.1 (Dwelling Unit) is amended by adding the following as subpar. (1) in par. (A) (Feeder and Service Load):

(1) All single-family units having living spaces less than two thousand (2,000) square feet shall utilize a minimum one hundred (100) ampere service excluding the requirements of electrical heating, if any. Dwellings having living spaces greater than two thousand (2,000) square feet shall utilize a minimum of two hundred (200) ampere service exclusive of electrical heating.

(O) Section 230.70 (General), par. (A) (Location) is deleted and the following is substituted:

The service disconnecting means shall be installed in accordance with 230.70(A)(1), as modified, (A)(2) and (A)(3)

(P) Sec. 230.70 (General), par. (A) (Location), subpar. (1) (Readily Accessible Location) is deleted and the following is substituted:

The service disconnection means shall be installed at a readily accessible location outside of a building or structure nearest to the inside of an electrical distribution panel.

(Q) Sec. 250.54 (Auxiliary Grounding Electrodes) is amended by adding the following: No electrical installation in the city shall rely on a ground rod, or rods as means of grounding when a water utility system connection exists on the property.

(R) Section 250.62 (Grounding Electrode Conductor Material) is deleted and the following is substituted:

The grounding electrode conductors shall be of copper only. The material selected shall be resistant to any corrosive condition existing at the installation or shall be suitably protected against corrosion. The conductor shall be solid or stranded, insulated, covered, or bare.

(S) Sec. 250.64 (Grounding Electrode Conductor Installation), par. (A) (Aluminum or Copper-Clad Aluminum Conductors) in is deleted without substitution.

(T) Sec. 250.66 (Size of Alternating-Current Grounding Electrode Conductor), par. (A) (Connections to Rod, Pipe, or Plate Electrodes) is deleted and the following is substituted:

Where the grounding electrode conductor is connected to rod, pipe, or plate electrodes as permitted in 250.52(A)(5) or 250.52(A)(6), that portion of the conductor that is the sole connection to the grounding electrode shall not be required to be larger than 6AWG copper wire.

(U) Table 250.66 (Grounding Electrode Conductor for Alternating-Current Systems) is amended by deleting the entire column for "Aluminum or Copper-Clad Aluminum" without substitution.

(V) Article 311 Medium Voltage Conductors and Cable is deleted without substitution.

(W) Sec. 314.27 (Outlet Boxes), par. (D) (Boxes at Ceiling-Suspended (Paddle) Fan

Outlets) is amended by adding the following:

Fan-rated boxes shall be installed in all bedrooms.

(X) Sec. 320.10 (Uses Permitted) is deleted and the following is substituted:

Armored cable may be used only for concealed working dry locations, except as permitted in revised Sec. 320.15. Armored cable may be run, or fished in the air voids of concrete masonry block or tile walls where such walls are not subject to moisture or dampness, in existing walls or partitions where it is not possible to install conduit or EMT, and in existing floors or ceilings where it is not possible to install conduit or EMT.

(Y) Sec. 320.15 (Exposed Work) is deleted and the following is substituted: Exposed runs of cable shall be permitted only as follows:

(1) In lengths not more than twenty-four inches (24") long terminators where flexibility is necessary, with separate ground.

(2) In accessible, but not habitable, attics and roof spaces.

(3) In lengths not to exceed five feet (5') below the basement ceiling joists, where it is necessary to connect to a cabinet or a junction box.

(Z) Articles. 324 (Flat Conductor Cable: Type FCC); 326 (Integrated Gas Spacer Cable: Type IGS); 328 (Medium Voltage Cable: Type MV); 330 (Metal Clad Cable: Type MC); 332 (Mineral Insulated Metal Sheathed Cable: Type MI); 334 (Nonmetallic sheathed Cable: Type NM, NMC and NMS); 336 (Power and Control Tray Cable: Type TC); 338 (Service Entrance Cable: Type SE and USE); 354 (Nonmetallic Underground Conduit With Conductors: Type NUCC); 356 (Liquid Tight Flexible Nonmetallic Conduit: Type LFNC); 362 (Electrical Nonmetallic Tubing: Type ENT); 374 (Cellular Metal Floor Raceways); 388 (Surface Nonmetallic Raceways); 382 (Nonmetallic Extensions); 390 (Under Floor Raceways); 394 (Concealed Knob and Tube Wiring); 396 (Messenger Supported Wiring); and 398 (Open Wiring on Insulators) are deleted without substitution.

(AA) Sec. 410.16(C) (Luminaires (Fixtures) in Clothes Closets), par. (C) (Location) is amended by adding a new subpar. (6) as follows:

(6) Surface-mounted completely enclosed incandescent globe lamp Luminaires shall not be permitted in clothes closets with a horizontal depth of less than sixteen inch (16"). "Globe replacement" lamp may not replace globe on light fixture.

(AB) Sec. 410.36 (Means of Support), par. (GB) (Suspended Ceilings) is deleted and the following is substituted:

Framing members of suspended ceiling systems used to support luminaires (fixtures) shall be securely fastened to each other and shall be securely attached to the inside of the ceiling framing members, at appropriate intervals. Bolts, screws, or listed clips shall not be permitted. Pencil wire shall be required and shall be attached from the

structure framing down to support the luminaires, at two (2) angle ends. Conduit and junction boxes shall be securely fastened to the structure at appropriate intervals not more than seven feet (7') apart.

(AC) Sec. 725.3 (Other Articles), par. (B) (Spread of Fire or Products of Combustion) is deleted and the following is substituted:

Power limited circuits that are not terminated at equipment and are not identified for future use with a tag shall not be permitted to remain. If power limited circuits are tagged for future use, such circuits must be approved by the electrical inspector when proposed for use at a future time.

(AD) Sec. 760.179 (Listing and Marking of PLFA Cables and Insulated Continuous Line-Type Fire Detectors), par. J (Insulated Continuous Line-Type Detectors) is deleted and the following is substituted:

Insulated continuous line-type fire detectors shall be rated in accordance with 760.179(C), listed as being resistant to the spread of fire in accordance with 760.179(D) through (F), marked in accordance with 760.179(1), have a high degree of abrasion resistance in the jacket compound, and be completely piped in EMT conduit for new and largely remodeled spaces.

(AE) Sec. 800.26 (Spread of Fire or Products of Combustion) is deleted and the following is substituted:

Section 300.21 shall apply. The accessible portion of abandoned coaxial cables and network powered broadband communications cables shall not be permitted to remain.

(AF) The introductory paragraph of Sec. 820.3 (Other Articles) is amended by adding a new paragraph (C) to Sec. 820.3 (Other Articles) as follows:

(C) Spread of Fire or Products of Combustion. Section 300.21 shall apply. The accessible portion of abandoned coaxial cables and network powered broadband communications cables shall not be permitted to remain.

Section 27: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 28: If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision or application of such provision is severable, unless otherwise provided by ordinance.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Section 29: This ordinance shall be in full force and effect on the later of thirty (30) days following the model codes hereby being adopted, having been identified by title and edition to the Illinois Capital Development Board or ten (10) days following its passage, approval and publication in accordance with law.

ADOPTED this 10th day of December 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of December 2024.

Paul Esposito, Mayor of the City of Oakbrook
Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 10th day of December 2024.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

DEC 10 2024



Interdepartmental Memo

To: Mayor and City Council
Jim Ritz, City Administrator

From: Melissa Headley, AICP
Director of Community Development

Re: Letter of Recommendation
Text Amendments / Case #25-04
Text amendment related to medical labs and solar panels
City Council Meeting: December 10, 2024

Date: December 6, 2024

REQUEST:

Mayor and City Council to direct the City Attorney to prepare an ordinance.

BACKGROUND:

The Planning & Zoning Commission recently held workshops to discuss various topics. In August, the Commission held a workshop to discuss fences, solar panels and medical labs. The consensus of the Commission was to treat medical labs the same way that we treat other medical uses and allow solar panels as a permitted use in the B-1 Professional Office, B-2 Professional Office, B-3 General Retail, B-4 Business Park and B-5 Entertainment Districts as long as they are screened from adjacent roadways.

A public hearing was held before the Planning and Zoning Commission on November 19, 2024 to consider a request by the City of Oakbrook Terrace ("Petitioner") to approve text amendments to Sections 156.004, 156.085, 156.087 and 156.088 of the Zoning Ordinance regarding medical labs and solar panels.

The draft language is attached for reference.

There were no questions or comments from the Commission.

There were no members of the public at the hearing.

The Commission reviewed the request and recommended approval. The motion was approved by a vote of 7-0.

Definitions

Section 156.004 Definitions

OFFICE, MEDICAL. A place, sometimes but not always associated with a hospital or medical school, that is devoted, in whole or in part, to examination, treatment, diagnosis and care, on an out-patient basis, by physicians, ophthalmologists, psychiatrists, medical laboratories, dental laboratories and other medical practitioners but, for purposes of this chapter, does not include dentists, orthodontists, other specifically identified professions, and places wholly devoted to physical or occupational therapy, including acupuncture and similar alternative therapies.

Solar Panels

Section 156.085 B-1 Professional Office

Section 156.085 (B) Permitted Uses should be modified to add a new item 8:

(8) Roof-mounted private solar collection panels. Roof-mounted private solar collection panels shall be screened from routine view from public rights-of-way;

Section 156.087 B-3 General Retail

Section 156.087 (C) Special uses should be modified to delete item 45.

~~**(45) Roof-mounted private solar collection panels.**~~

Section 156.088 B-4 Business Park

Section 156.088 (B) Permitted Uses should be modified to add a new item 16:

(16) Roof-mounted private solar collection panels. Roof-mounted private solar collection panels shall be screened from routine view from public rights-of-way;

****Please note, the uses permitted in the B-1 Professional Office are permitted uses in the B-2 Professional Office, B-3 General Retail and B-5 Entertainment District.**

Chairperson
Patricia Freda

Vice Chairperson
Ann Ventura

Secretary
Sarah Cavazos



Commissioners
Nicole Berkshire
Fabio Cavaliere
Jan Donoval
Douglas Jackson
Michael Sarallo

To: Mayor and City Council
City of Oakbrook Terrace

From: Planning & Zoning Commission

Re: Determination & Recommendation Of The
Planning And Zoning Commission
Various Text Amendments
Case #25-04

Date: November 20, 2024

Ladies and Gentlemen:

Due public notice having been published in the *Daily Herald* on November 2, 2024, and otherwise made by the Petitioner in conformity with requirements of Chapter 156 entitled "Zoning" of the Code of Oakbrook Terrace, Illinois, a public hearing was held on a Text Amendment Application on November 19, 2024, at 6:00 p.m. before the City of Oakbrook Terrace Planning and Zoning Commission, at which time the Planning and Zoning Commission reviewed all relevant staff reports, all required Text Amendment Application materials, took sworn testimony and accepted evidence pertaining to the Text Amendment Application for consideration of the requested text amendment, and there were no members of the public in attendance.

Having duly considered the question of approval of the text amendment and based on the evidence presented at the hearing, the Planning and Zoning Commission makes the following findings of fact pertaining to the text amendment, which are summarized as follows:

1. Section 156.004 Definitions should be amended as follows: **OFFICE, MEDICAL.** A place, sometimes but not always associated with a hospital or medical school, that is devoted, in whole or in part, to examination, treatment, diagnosis and care, on an out-patient basis, by physicians, ophthalmologists, psychiatrists, **medical laboratories, dental laboratories** and other medical practitioners but, for purposes of this chapter, does not include dentists, orthodontists, other specifically identified professions, and places wholly devoted to physical or occupational therapy, including acupuncture and similar alternative therapies.
2. Section 156.085 (B) Permitted Uses in the B-1 Professional Office District should be amended to add a new item 8: **Roof-mounted private solar collection panels. Roof-mounted private solar collection panels shall be screened from routine view from public rights-of-way;**

3. Section 156.087 (c) Special Uses in the B-3 General Retail District should be amended to delete item ~~(45) Roof-mounted private solar collection panels.~~
4. Section 156.088 (B) Permitted Uses in the B-4 Business Park District should be amended to add new item **(16) Roof-mounted private solar collection panels. Roof-mounted private solar collection panels shall be screened from routine view from public rights-of-way;**
5. The City Council may enact, by ordinance, an amendment or change in the regulations of this chapter.

We, the Planning and Zoning Commission, therefore, determine that the following standards have been met and proved by the Petitioner pertaining to the text amendment:

1. The City Council may enact, by ordinance, an amendment or change in the regulations of this chapter.

In accordance with the aforesaid laws and ordinances, we, the Planning and Zoning Commission, after making the foregoing findings of fact, recommend approval of the following text amendment:

1. Section 156.004 Definitions should be amended as follows: ***OFFICE, MEDICAL.*** A place, sometimes but not always associated with a hospital or medical school, that is devoted, in whole or in part, to examination, treatment, diagnosis and care, on an out-patient basis, by physicians, ophthalmologists, psychiatrists, medical laboratories, dental laboratories and other medical practitioners but, for purposes of this chapter, does not include dentists, orthodontists, other specifically identified professions, and places wholly devoted to physical or occupational therapy, including acupuncture and similar alternative therapies.
2. Section 156.085 (B) Permitted Uses in the B-1 Professional Office District should be amended to add a new item 8: **Roof-mounted private solar collection panels. Roof-mounted private solar collection panels shall be screened from routine view from public rights-of-way;**
3. Section 156.087 (c) Special Uses in the B-3 General Retail District should be amended to delete item ~~(45) Roof-mounted private solar collection panels.~~
4. Section 156.088 (B) Permitted Uses in the B-4 Business Park District should be amended to add new item **(16) Roof-mounted private solar collection panels. Roof-mounted private solar collection panels shall be screened from routine view from public rights-of-way;**

Respectfully,
Patricia Freda, Chairperson
Planning & Zoning Commission
City of Oakbrook Terrace



City of Oakbrook Terrace
DRAFT Minutes of the Planning & Zoning Commission Meeting
November 19, 2024

I. CALL TO ORDER

The Planning and Zoning Commission meeting was called to order by Chairperson Freda at 6:00 P.M.

Chairperson Freda asked Planning and Zoning Secretary Cavazos to take a roll call.

Present: Commissioners Cavalieri, Sarallo, Jackson, Donoval, Berkshire, Vice Chairperson Ventura and Chairperson Freda

Absent: None

Also Present: Melissa Headley, Community Development Director; Sarah Cavazos, Planning and Zoning Secretary; and Tom Halleran, City Attorney

II. APPROVAL OF MINUTES

1. Minutes of the Public Hearing Case #25-03 – Comprehensive Plan Update

Chairperson Freda asked for a motion to approve the minutes of the public hearing Case # 25-03

MOTION Commissioner Berkshire moved to approve the minutes and Commissioner Cavalieri seconded the motion.

Ayes: Commissioners Cavalieri, Sarallo, Jackson, Donoval, Berkshire, Vice Chairperson Ventura and Chairperson Freda

Nays: None

Abstain: None

Absent: None

MOTION PASSED WITH A 7-0 VOTE

III. ACTION ITEMS/PUBLIC HEARINGS:

1. Case #25-04

**Text amendments related to definitions and solar panels in the commercial zoning districts
Petitioner: City of Oakbrook Terrace**

Director Headley stated the Planning & Zoning Commission recently held workshops to discuss various topics. In August, the Commission held a workshop to discuss fences, solar panels and medical labs. The consensus of the Commission was to treat medical labs the same way that we treat other medical uses and allow solar panels as a permitted use in the B-1 Professional Office, B-2 Professional Office, B-3 General Retail, B-4 Business Park and B-5 Entertainment Districts as long as they are screened from adjacent roadways. With regards to fence regulations, staff will bring amendments to the Commission in the spring. This will allow more time to research some of the questions the Commission brought up regarding how we handle maintenance of the area between two adjacent fences and screening between commercial and residential uses.

Draft language and the approved minutes from the August 20th Planning & Zoning meeting were attached to the packets. She noted that when we added the solar panels as a permitted use in the B1 district, they will also be added to the B2 and B3 districts. The B3 district had to be changed because currently they are a special use in that district. They had to be added as a permitted use in the B4 district. That's why there's a couple of modifications to the different business districts.

Chairperson Freda asked if anyone had any questions?

Commissioners all replied no, and Attorney Halleran noted for the record there was no one in the audience.

Chairperson Freda asked for a motion.

MOTION Commissioner Jackson made a motion to approve Petition 25-04 and Commissioner Berkshire seconded the motion.

Ayes: Commissioners Cavalieri, Sarallo, Jackson, Donoval, Berkshire,
Vice Chairperson Ventura and Chairperson Freda

Nays: None

Abstain: None

Absent: None

MOTION PASSED WITH A 7-0 VOTE

Planning & Zoning
Commission Meeting
November 19, 2024
DRAFT MINUTES

Director Headley stated the minutes will be on the November 26th or December 10th City Council meeting. There are no other public hearings that are scheduled so does the Commission wish to cancel the December 3rd meeting?

Chairperson Freda asked for a motion.

MOTION Commissioner Jackson made a motion to cancel the December 3rd meeting and Commissioner Berkshire seconded the motion.

Ayes: Commissioners Cavalleri, Sarallo, Jackson, Donoval, Berkshire,
Vice Chairperson Ventura and Chairperson Freda
Nays: None
Abstain: None
Absent: None

MOTION PASSED WITH A 7-0 VOTE

Vice Chairperson Ventura commented that her church, Ascension of our Lord Parish, may close in January. Her opinion is the land is very valuable. She felt it may be a detriment that it's so valuable because it may be easier to sell. She is hoping it does not sell.

She noted she felt it would be a shame to remain a religious use. Director Headley clarified if she was suggesting the City should rezone the property. She stated rezoning could occur by one of two ways, either someone who purchases the property could apply for rezoning or the city could prepare a map amendment. She noted that she felt it would be a shame to remain religious use.

Vice Chairperson Ventura agreed with the rezoning and noted it would likely remain religious, and another church would purchase it. She felt it could be nice for the city as another source of revenue if it was something else. The city doesn't make money off religious uses.

Director Headley responded she had talked to someone at the church, and they said there were various options they were considering. It is not for sale yet. They haven't determined that they're going to put it up for sale. They mentioned they have many different options of what they can do. They did not tell her all the options being considered. One of the options is to sell or they could also use it for additional prayer services.

Vice Chairperson Ventura expressed her hope the church remains, but it looks like we will know more in January after the Diocese makes their decision.

IV. ADJOURNMENT:

Planning & Zoning
Commission Meeting
November 19, 2024
DRAFT MINUTES

MOTION Chairperson Freda asked for a motion to adjourn the meeting. Commissioner Jackson made the motion and Commissioner Sarallo seconded the motion.

Ayes: Commissioners Berkshire, Donoval, Sarallo, Jackson, Cavalieri,
Vice Chairperson Ventura and Chairperson Freda

Nays: None

Abstain: None

Absent: None

MOTION PASSED WITH A 7-0 VOTE

Chairperson Freda adjourned the meeting at 6:10

Respectfully submitted by,

Sarah Cavazos
Planning & Zoning Secretary



Interdepartmental Memo

To: Jim Ritz, City Administrator

From: Craig Ward, Director of Public Services

Re: SCADA Bid Results and Award Recommendation

Date: December 3, 2024

On September 18th we had a bid opening to upgrade our water system's very outdated SCADA system. Concentric Integration LLC was the low bid at \$126,100. Metropolitan Industries was second with a bid of \$128,940.00 and Tr-R Systems came in third at \$135,000.00. In reviewing the two low-bidders packets we felt that we should interview Concentric and Metropolitan to make sure the City is getting the correct product that we desire. Once our interviews concluded, we determined that Metropolitan clearly grasps our needs and that Concentric couldn't do the job required for the price they originally quoted. Concentric came back with a price of \$158,000 to perform the work correctly; clearly unacceptable.

I agree with CBBEL's recommendation to award the SCADA project to Metropolitan Industries in the amount of \$128,940.00.

CONTRACT DOCUMENTS
FOR
SCADA IMPROVEMENTS
FOR
CITY OF OAKBROOK TERRACE, IL

BID SUBMITTED BY

COMPANY NAME

STREET ADDRESS

DATE

CBBEL PROJECT NO. 01.R920032.B0131

FOR BID

BID DUE AUGUST 1, 2024 (BEFORE 10:00 A.M. LOCAL TIME)

PROJECT SPECIFICATIONS AND INFORMATION

FOR

SCADA IMPROVEMENTS

FOR

CITY OF OAKBROOK TERRACE, IL

OWNER: **CITY OF OAKBROOK TERRACE
17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL 60181**

CONSULTANT: CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 WEST HIGGINS ROAD
SUITE 600
ROSEMONT, IL 60018
(847) 823-0500

CONTRACT DOCUMENTS CONSISTING
OF

BIDDING REQUIREMENTS
CONTRACTUAL DOCUMENTS
TECHNICAL SPECIFICATIONS

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DRAWINGS

SECTION 00 08 50

Drawings have been included in these Bidding Documents for informational purposes only and may not reflect all existing conditions. The information provided is not intended to depict all Work. Contractor shall be responsible for inspecting the site and determining actual conditions and the nature of Work involved for this Project.

If awarded the Contract and before starting Work, the Contractor shall field verify for accuracy all information pertinent to this project and conditions as noted thereon. Any discrepancies found shall be brought to the attention of the Owner immediately. If such discrepancies will result in changes to Contractor's prices, these changes shall be discussed with the Owner and executed before Contractor starts Work. The Owner will not accept any changes in Contract Price after start of Work which may or may not be due to any discrepancy in the information presented.

END OF SECTION

ADVERTISEMENT FOR BIDS

SECTION 00 11 13

The Mayor and City Council will receive sealed proposals for the following improvements at City Hall, 17275 Butterfield Road, Oakbrook Terrace, IL 60181 until 10:00 A.M. on **Thursday, August 1, 2024**.

CITY OF OAKBROOK TERRACE, IL SCADA IMPROVEMENTS

Proposals will be publicly read aloud at 10:01 A.M. on **Thursday, August 1, 2024**. No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and City Council for a period of forty-five days after the scheduled time of closing bids.

This project generally consists of the installation of SCADA modifications including but not limited to PLC's, control panels, software and HMI; and all other related appurtenances and accessories necessary to complete the Work.

A pre-bid meeting will be held at the Water Tower on July 25, 2024, at 10:00 a.m., local time to tour the facility. The purpose of the pre-bid meeting is to allow Bidders to inspect the facilities scheduled for improvements. The address of the Water Tower is 17W130 Butterfield Road, Oakbrook Terrace, IL 60181.

All proposals shall be sealed in an envelope, addressed to the City of Oakbrook Terrace, attention Finance Director. The name, address and phone number of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN #8126542 for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. A hard copy of the plans may also be viewed at CBBEL's offices located at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

A certified check/bank draft drawn on a solvent bank, payable without condition to the City of Oakbrook Terrace, or a bid bond in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A Performance Bond and Payment Bond, each in a sum equal to one hundred percent (100%) of the amount of the bid with sureties to be approved by the Mayor and City Council, must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bonds upon acceptance of such bid or proposal.

Contractors and Subcontractors shall conform to the "Public Works Preference Project" Act, (30 ILCS 560/1, et Seq.)

Contractors shall be required to pay not less than the prevailing wage rates on the Project as established by the United States Department of Labor and the State of Illinois Department of Labor. Copies of these wage rates are incorporated in the Contract Documents.

Bids will only be received from qualified contractors. The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Mayor and City Council their best interests will be promoted thereby.

Mayor and City Council
City of Oakbrook Terrace

END OF SECTION

INSTRUCTIONS TO BIDDERS

SECTION 00 21 13

00100 GENERAL

To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, and/or current commitments.

Escalation of Contract price will not be allowed. All prices quoted must represent the entire cost in accordance with the Contract Document and no subsequent claim will be recognized for any increase in wage scales, material prices, cost indexes, or other rates affecting the construction industry or this project.

Bidders are required to attend the pre-bid meeting as described herein.

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN #8126542 for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. A hard copy of the plans may also be viewed at CBBEL's offices located at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

00101 BID DUE DATE, TIME AND PLACE

Signed bids, under seal, executed and dated for furnishing all services, labor, equipment, materials, and performing all Work necessary for the **SCADA Improvements** located at **17W130 Butterfield Road**, all in accordance with the Contract Documents, will be received from Pre-Qualified Contractors by the Owner located at the **City of Oakbrook Terrace, 17W125 Butterfield Road, Oakbrook Terrace, IL 60181** on or before **10:00 a.m.** local time on the **1st day of August, 2024**.

Bids will be opened publicly and read aloud at the above address at 10:00 a.m. local time. No immediate decision shall be rendered concerning the proposals submitted.

If only one bid has been received on the day of the bid opening, this bid may not be opened, but instead be presented to the **City Council** at its next regular council meeting for consideration.

Bid offers submitted after the above bid opening due time will be returned to the Bidder unopened.

00102 SUBMISSION OF BID

Bidders shall submit **one (1) copy** of their proposal, together with Bid Security, affidavit of non-collusion and all other documents bound herewith, including all Addenda issued, in sealed envelope addressed as follows:

**City of Oakbrook Terrace
17W125 Butterfield Road
Oakbrook Terrace, IL 60181**

Subject: **Proposal for SCADA Improvements**

In addition the sealed envelope submitted by the Bidder shall include the following information on the envelope face: Bidders name and address, and the date and hour of bid opening as designated herein.

Where proposals are sent by mail, special messenger, courier service, etc. the Bidder shall be responsible for the delivery of the Bid as designated herein prior to the designated date and hour for the opening of the Bids. If delivery is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened to respective bidders.

INSTRUCTIONS TO BIDDERS

00103 PROJECT DESCRIPTION & SCHEDULE

The Project in general consists of the installation of SCADA modifications including but not limited to PLC's, control panels, software and HMI; and all other related appurtenances and accessories necessary to complete the Work.

The location of the project site is **17W130 Butterfield Road, Oakbrook Terrace, Illinois 60181.**

Access to the project site during construction activities will be allowed by the Owner during normal working hours; Monday through Friday, 7:00 a.m. to 4:00 p.m. (or as otherwise directed by the Owner).

Security Precautions. Contractor shall be responsible for any and all security precautions which may be required during the course of the Work.

Working Hours. The Owner will admit Contractors to the job site during working hours from 7:00 AM to 4:00 PM weekdays. Saturday and Sunday construction activities will not be allowed.

Project Schedule. Time is of the essence for the completion of the Work of this Contract. The Work of these Contract Documents is required to be completed within **one hundred eighty (180) consecutive** calendar days. The successful Bidder shall submit in writing, a construction schedule showing sequence of operations for review by the Owner prior to commencement of Work.

00104 LICENSE OR ROYALTY FEES.

If the Project is designed to require or permit use of processes, articles, apparatus or equipment for which licenses, or royalty fees will be charged, fees shall be paid directly by Contractor to patentee, licensee or owner of such processes, and fees shall be included in bid.

00105 EXAMINATION BY BIDDER

The Bidder shall, before submitting his/her proposal, carefully examine the Contract Documents, proposal, and bond and insurance requirements. The Bidder shall inspect in detail the site of the proposed Work and familiarize themselves with the detailed requirements of all Work including the demolition Work, together with work to be performed by others, and with all the local conditions affecting the Contract under which he/she will be obligated to operate in performing the Work. By submission of a bid it is understood that the Bidder has satisfied this mandatory requirement. If his Bid is acceptable, the Bidder shall be responsible for, and the Owner will make no allowance for, any errors in his/her proposal resulting from his/her failure or neglect to comply with these instructions.

A pre-bid meeting will be held only on July 25, 2024 at 10:00 a.m. local time, with all prospective bidders for the purposes of clarification, questions, site inspection, etc. Bidders will be responsible for signing an attendance register. Meeting will be held at the site located at 17W130 Butterfield Road, Oakbrook Terrace, IL 60181. No other individual information session will be held by the Owner relating to this bid.

00106 (NOT USED)

00107 INTERPRETATION OF CONTRACT DOCUMENTS

Questions regarding documents, discrepancies, omissions, or intent of the Specifications or Drawings shall be submitted in writing to Owner at least ten (10) days prior to opening of Bids to provide time for issuing and forwarding an Addendum. Any interpretation of the Contract Documents will be made only by Addendum duly issued or delivered by the Owner to each person receiving a set of Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. Failure on the part of the prospective Bidder to receive a written interpretation prior to the time of bid opening will not be grounds for withdrawal of his/her proposal. The Bidder shall acknowledge receipt of each Addendum issued in the space so provided in the Bid Form. Oral explanations will not be binding.

Direct questions to Mr. John P. Caruso, at (847) 823-0500.

INSTRUCTIONS TO BIDDERS

00108 APPROXIMATE QUANTITIES

On all items on which bids are to be received on a unit price basis the quantities stated in the Bid will not be used in establishing final payment due Contractor. The quantities stated, on which unit prices are invited, are approximate only. Bids will be compared on the basis of number of units stated in the Bidding Schedule. Payment on the Contract on unit price items will be based on the actual number of units installed (or otherwise performed) in the completed Work.

00109 PREPARATION OF PROPOSAL

The Bidder shall prepare his/her proposal on the attached Bid Form. Unless otherwise stated, all blank spaces of the Bid Form must be correctly filled in. Entries must be stated for each and every item, either typed in or written in ink. Only Bids which are made out on the Bid Form included in this Document will be considered. Amounts are to be shown in both words and figures. In case of discrepancy between words and figures the words shall prevail, unless it clearly appears in Owner's opinion that the words rather than the figures are in error. If any portion of the Bid is required to be given in unit prices and totals, and a discrepancy exists between the unit prices and totals, the unit prices shall prevail, unless it clearly appears in Owner's opinion that the unit prices rather than the totals are in error. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. A bid will be rejected if it does not contain a price for each and every item named in the Bidding Schedule. Bidders are warned against making any erasures or alterations of any kind, and bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

00110 SIGNING OF BID

If the Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a co-partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If the Bidder is an individual, his/her signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Owner prior to bid opening or submitting bids; otherwise the Bid may be regarded as irregular and may be rejected.

00111 BID SECURITY

Each Bid shall be accompanied by a bid bond, cashier's check or certified check drawn on a solvent bank in the State of Illinois payable without condition to the Owner in an amount not less than ten percent (10%) of the Bidder's highest aggregate bid amount whether it be for the Base Bid or the Alternative Bid(s) (when Alternatives are requested), as a guarantee that the Bidder will within fifteen (15) days after the date of the award of a contract execute an agreement and file bond and insurance as required by the Contract Documents if his/her Bid is accepted. Bid not accompanied by a bid security will not be considered.

If an intended awardee fails to execute and file an agreement, bonds and insurance as required by the Contract Documents, the amount of the security submitted with his/her Bid shall be forfeited, not as a penalty, but as liquidated damages. No Bid will be considered unless accompanied by a Bid Security as a guarantee that if the Bid is accepted the Bidder will execute the Agreement and file bonds and insurance as required by the Contract Documents within 15 days from the date of the award of the Contract.

The bid security of the three (3) lowest bidders will be retained until a contract has been entered into and executed with the successful bidder and the performance and labor and material payment bonds, each in the full amount of the Contract, have been posted with the **City of Oakbrook Terrace** and Certificates of Insurance indemnifying and adding as Additional Insureds, the **City of Oakbrook Terrace** and Christopher B. Burke Engineering, Ltd., and their officers, employees and agents, have been delivered to and reviewed by the Engineer.

INSTRUCTIONS TO BIDDERS

00112 RETURN OF BID SECURITIES

The bid securities of the three lowest bidders will be held until the Agreement has been executed by the successful Bidder and he/she has filed with Owner the required bonds and insurance, after which bid securities will be returned to the three lowest bidders. The bid securities of the other Bidders will be returned within 15 days after the opening of the Bids.

00113 CONSIDERATION OF PROPOSALS

No proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Owner upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Owner, or had failed to perform faithfully any previous contract with the Owner.

The Owner reserves the right to accept or reject any or all bids, to waive any informalities in any bid, or to make awards in the best interest of the Owner. The Owner also reserves the right to award a partial amount of the Specification rather than the entire amount.

00114 BID SUBMITTAL

Any bid may be withdrawn at any time prior to the hour herein stated for the bid opening, provided that a request in writing, executed by the Bidder, or his/her duly authorized representative, for the withdrawal of such Bid is filed with Owner prior to the time specified for opening of Bids. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid.

No Bidder shall withdraw, cancel or modify his/her proposal for a period of forty-five (45) consecutive calendar days after the specified closing time for the receipt of proposals, nor shall the successful Bidder withdraw, cancel or modify his/her proposal after having been notified that said proposal has been accepted by the Owner.

Bidders shall guarantee their bids for a period of forty-five (45) consecutive calendar days from the date of receipt of bids.

00115 PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm or corporation to whom the Contract has been awarded has, in presenting any Bid or Bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and Contractor and his/her sureties shall be liable to Owner for all loss or damage which Owner may suffer thereby, and Owner may advertise for new bids for said Work.

00116 LICENSE AND EXPERIENCE

Each Bidder shall possess state and local licenses as are required by law, and shall furnish satisfactory proof to Owner upon request that the licenses are in effect during the entire period of the Contract.

To be considered as eligible to submit a proposal, a Bidder shall have complied with all legal requirements to permit him/her to operate under applicable laws of the State of Illinois.

The Contractor bidding the project shall be actively engaged in Work of the nature of the project described and have adequate specialized workers and machines to do the Work.

00117 ACCEPTANCE/REJECTION OF PROPOSALS

The Owner expects to accept one of the proposals or reject all proposals within thirty (30) days from the date of bid opening, unless the lowest responsive Bidder, upon request of the Owner, extends the time of acceptance to the Owner.

The Owner reserves the right to reject any and all proposals when such rejection is in the interest of the Owner, to reject proposal of a Bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature, and to reject proposal of a Bidder who is not, in opinion of the Consultant or the Owner, in a position to satisfactorily perform the Work of the Contract. The Owner also reserves the

INSTRUCTIONS TO BIDDERS

right to waive any informalities and technicalities in bidding.

Under normal circumstance Contract will be awarded to lowest responsible Bidder, plus any accepted alternates, unless all bids are rejected. However, the Owner reserves the right to award Contract in its best interest, and therefore, reserves the right to select a Bidder other than lowest.

00118 EFFECTIVE DATE OF AWARD

If a Contract is awarded by Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of Owner, has been delivered to the Intended awardee, or mailed to him/her at the main business address shown on his/her Bid by an officer or agent of Owner duly authorized to give such notice.

00119 EXECUTION OF AGREEMENT

Copies of the Agreement in the number stated in the Contract Agreement will be supplied by the Owner and shall be executed by the successful Bidder, and returned, together with the required bonds and insurance, within fifteen (15) days from and after the date of the award of the Contract. Effective date of bonds shall be the same or later than the date of the Agreement.

00120 FAILURE TO EXECUTE AGREEMENT AND FILE BOND & INSURANCE

Failure of a successful Bidder to execute the Agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful Bidder to execute the Agreement and file the required bonds and insurance within the required time, he/she shall forfeit his/her Bid Security as agreed hereinbefore. Upon annulment of an award as aforesaid, Owner may then re-award the Contract.

00121 EXCEPTIONS

Any Bidder's exceptions to these terms or conditions or deviations from the written Specifications shall be shown in writing and attached to the Bid Form. However, such exceptions may be cause for rejection of the Bid.

00122 SUBSTITUTE MATERIAL

Where in the Technical Specifications one or more certain equipment/materials, trade names or articles of certain manufacture are mentioned, it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names of equipment/material can be used if, in the opinion of the Engineer and the Owner, they are equal in durability and efficiency to those mentioned and of a design in harmony with the Work as outlined; and the Engineer and Owner give a written approval of a substitution. Adequacy of the proposed substituted equipment and/or materials shall be determined during the shop drawing review process. Any substituted materials and/or equipment ordered by the Contractor prior to the shop drawing review process shall be at the Contractor's own risk. Should a substitution of equipment and/or materials be desired, the Contractor shall be required to request the change in writing within ten (10) days from the Bid due date.

00123 GUARANTEE

The Contractor shall furnish a satisfactory surety bond in the sum of the full amount of the Contract in dollars guaranteeing the proper completion of the Work and the maintenance of the Work during the period of one (1) year from and after the date of the completion and acceptance of the same. The maintenance, however, shall not include any damage to the Work or to any of the other obligations embraced by the Contractor which may be incurred by action beyond the control of the Contractor.

00124 PAYMENT BOND

The Contractor shall furnish a satisfactory payment bond in the full amount of the Contract guaranteeing payment of all material used and for all labor performed.

INSTRUCTIONS TO BIDDERS

00125 PERMITS

The Contractor shall be responsible for any and all permits and permit fees as may be required to accomplish the work of this Contract. The Contractor shall be required to comply with all provisions of each of the permits issued, post the necessary bonds in the required amounts, and furnish the necessary insurance certificates.

00126 PREVAILING WAGE RATES

Not less than a prevailing wage rate shall be paid for labor on the Work to be performed under this Contract, as required by law. The rates for various phases of Work contemplated shall be in accordance with the prevailing wage scale. The Contractor shall be required to comply with all applicable federal, state and local laws pertaining to employment. Illinois workers shall be employed to perform Work in accordance with the provisions of Illinois Revised Statutes, Chapter 48, Section 2201 et seq., latest revision. The Owner may at any time inquire of the Contractor as to the rates of wages being paid employees of the Contractor, any subcontractor or material men, where upon such information shall be promptly provided to the Owner. A certified payroll shall be submitted with each pay out request.

00127 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Each Bidder agrees as evidenced by his/her submission of a bid to comply with all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission: and to comply with all Illinois labor laws, particularly with regard to:

- A. "Preference to Citizens Illinois on Public Works Projects Acts" (Illinois Revised Statutes, Chapter 48, Section 289 - 275).
- B. "Wages of Employees on Public Works" (Prevailing Wage Act) (Illinois Revised Statutes, Chapter 48, Section 395-1-12).

The Contractor, in performing under the Contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice. The Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

00128 TAXES

Federal Excise Tax does not apply to materials purchased by the **City of Oakbrook Terrace** by virtue of its municipality status. The **City of Oakbrook Terrace** is a not-for-profit agency which has a sales tax exemption status. Owner's Tax Exemption Number will be provided (if requested) to the successful Bidder upon execution of the Agreement.

00129 LIQUIDATED DAMAGES

Time is of the essence in completion of the Work. The **City of Oakbrook Terrace** may collect liquidated damages in the amount of **\$500** per day should the Contractor fail to complete the authorized work within the time allowed for the Project Schedule.

00130 DEFINED TERMS

The terms "**City of Oakbrook Terrace**", "Proposal" and "Plans" mean the same as "OWNER", "BID", and "DRAWINGS" respectively.

Where references are made to "City" or "the City", such references shall be understood to mean "City of Oakbrook Terrace".

Where **Owner's Representative** is referenced, such reference shall be understood to mean the Engineer (when appointed by the Owner), and/or any other individual(s) duly authorized by the Owner to act as the representative of the Owner.

INSTRUCTIONS TO BIDDERS

Terms used in these Instructions to Bidders are defined in the General Conditions of Construction Contract Document (Section 00 72 00) Unless otherwise stated, these General Conditions of Construction Contract Document shall apply to the Work of this Contract; and shall be incorporated into this Contract as the General Conditions of the Contract all of which are as fully a part of this Contract as if herein set out verbatim.

END OF SECTION

BID FORM

SECTION 00 41 00

TO: CITY OF OAKBROOK TERRACE
17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE, IL 60131

PROJECT: SCADA IMPROVEMENTS

ACKNOWLEDGMENTS: The undersigned has received the Contract Documents entitled: "**SCADA Improvements**" and the following addenda to these documents:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

All provisions of the Contract Documents and the addenda have been included in the Proposal submitted by the undersigned. The undersigned has carefully examined all of the Contract Documents and the sites and submits the following Proposal:

AGREEMENT: In submitting this Proposal, the undersigned agrees and/or understands:

1. Bids are to be held for **45 days** with a "Notice of Award" expected to be issued to the apparent successful bidder within **30 days** after the bid opening.
2. The prices in this bid have been arrived at independently, without consultation, communication or agreement, as to any matter relating to such prices with any other bidder or with any competitor and this Bid is in all respects fair and without collusion or fraud. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed and will not knowingly be disclosed prior to opening directly or indirectly to any other bidder or to any competitor. No attempt has been made nor will be made by the undersigned to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
3. To enter into and execute the Contract and furnish the properly executed bonds and insurance certificates within the time and with the forms and in the amounts required by the Contract Documents if the award is made to the undersigned.
4. To accomplish the Work strictly in accordance with the Contract Documents.
5. To complete all Work within **the time periods specified** and after Notice To Proceed is received. The Bidder, in submitting a bid offer, accepts the specified Contract Time for performing the Work. Completion of Work shall be in accordance with the phased construction schedule. Contractor shall submit with the Bid a copy of the proposed construction schedule. Contractor shall comply with the applicable requirements of Section 00 72 00 regarding the construction schedule.
6. The undersigned warrants that he/she has carefully examined the sites of the Work and all Contract Documents, that he/she is fully aware and knows of the character of the material, that he/she is fully satisfied as to the conditions to be encountered overhead, on the surface and in the spaces, and of the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Documents. Furthermore, the undersigned has based the within Contract prices on his/her own independent examination in performing the Work and has not relied upon any information furnished to him/her by the **Owner**, any agent, servant or employee of the **Owner**. The undersigned agrees to assume all risks arising from any deficiencies in the Drawings, Specifications, or other Contract Documents and will make no claim against the **Owner** because of any such alleged deficiency or alleged breach of warrant by the **Owner**. The undersigned further assumes all risks of any

BID FORM

unforeseen conditions to be incurred in performing the Work, either overhead, on the surface, or in spaces, and has taken these risks into consideration in preparing his/her Bid. The undersigned further warrants that he/she will perform such additional and/or corrective Work as may be required in order to insure that the Work performs its intended function satisfactorily, for the prices set forth in his/her proposal and at no additional cost to the **Owner**.

7. Before submitting this Proposal, the undersigned confirms that he/she has available the equipment, forces and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated. Furthermore, the undersigned also confirms that he/she has contacted the manufacturers and/or suppliers of the equipment and materials necessary to perform the Work and made all necessary arrangements to insure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated.
8. Accompanying this proposal is a Bid Bond complying with the provisions herein stated.
9. If this proposal is accepted and the undersigned fails to execute a contract and provide the bonds and certificate of insurance, as required, it is hereby agreed that the Bid Security shall be forfeited to the **City of Oakbrook Terrace**, not as a penalty, but as liquidated damages.
10. Each pay item listed in the Bidding Schedule and in the Schedule of Prices shall have a unit price or lump sum price and a total price.
11. The unit price shall govern if no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity.
12. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
13. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
14. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the **State of Illinois**, nor has the firm made an omission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of the State laws prohibiting bid-rigging or bid-rotating.

NOTE: Bidders shall submit a price for each item in the Bidding Schedule and in the Schedule of Prices. Failure to do so may result in rejection of the Proposal. The completed Bidding Schedule included in this Section shall accompany the Bid Proposal.

BID FORM

BIDDING SCHEDULE:

The undersigned, having carefully examined all of the Contract Documents for the "SCADA Improvements" as well as the site of the Work and all conditions affecting the Work, including adjacent surroundings, shall furnish all services, labor, equipment and materials necessary and to complete all the Work for the prices set forth in the following Schedule:

Item No.	Description	Unit	Qty.	Unit Cost	Cost
26 05 19/01	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	LSUM	1		
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	LSUM	1		
27 51 25/01	OFFICE SCADA SYSTEM	LSUM	1		
27 51 25/02	WATER TOWER SCADA SYSTEM	LSUM	1		
27 51 25/03	PAS SCADA SYSTEM	LSUM	1		
27 51 25/04	PROGRAMMING	LSUM	1		
27 51 25/05	COMMISSIONING	LSUM	1		
	INSURANCE & BONDS	LSUM	1		
TOTAL BID					

BID FORM

EXCEPTIONS AND DEVIATIONS

The Bidder shall list herein all exceptions and deviations taken to the Contract Documents by Section and page number. (Use additional sheets if required and state number of sheets).

Exceptions and deviations taken to the Contract Documents are (check one): None (___); As Stated Below (___)/Sheet ___ of ___.

Section/Pg. No.

Description of Exception/Deviation

SUBCONTRACTOR LISTING

The following list of subcontractors and class of work performed by each is submitted. Subcontractors are defined as persons, firms or corporations who supply labor and/or materials for work under this Contract.

Subcontractor

Class of Work

BID FORM

BIDDER'S EXPERIENCE/QUALIFICATIONS

To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least five (5) similar projects equal or greater in capacity which the Bidder has successfully completed within the past five (5) years.

<u>Owner</u> Or <u>Municipality</u>	<u>General Project</u> <u>Description</u>	<u>Reference</u> <u>Name and</u> <u>Phone No.</u>	<u>Year</u> <u>Completed</u>
---	--	---	---------------------------------

Note: Bid will be considered "Non-Responsive" if the above experience listing, qualifications and requirements are not fulfilled.

BID FORM

BID CONDITIONS

It is expressly understood and agreed that quantities in the Bidding Schedule for Unit Price Work Items are approximate only, and that payment on the Contract will be made only on the actual quantities of Work complete in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this proposal and accepts the items listed in this Bid as substantially correct, both as to classification and amount, and as correctly listing the complete Work to be done in accordance with the Contract Drawings and Specifications.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Performance Bond and Payment Bond and to provide all insurance as required by the Contract Documents within **fifteen (15) days** after the date of the award of the Contract, the Owner may, at his/her option, determine that the Bidder has abandoned his/her Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the Owner as liquidated damages.

BID SECURITY

Accompanying this Bid is a _____ Dollars (\$_____).
in the amount of _____

- Note:
- a. Insert the words "bid bond" or "cashier's check", or "certified check" as the case may be. In the case where bid security is not required by the contract insert the words "Not Required by Contract".
 - b. Amount must be equal to at least **ten percent (10%)** of the Total Bid Price. Where an Alternative(s) has been requested, the Bid Security shall be at least ten percent (10%) of the highest aggregate amount whether it be the Total Base Bid Price or the Total Alternative Bid Price.

Attach Bid Security Here

PROPOSAL SIGNATURE:

State of _____)
 County of _____) ss

_____, being first duly sworn on oath deposes and says that the Bidder on the above Bid is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that his/her deponent is authorized to make them.

_____, also deposes and says that he examined and carefully prepared his/her Bid from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid, that the statements contained herein are true and correct.

BID FORM

(Fill Out Applicable Paragraph Below)

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone Number: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____ (SEAL)
(Secretary)

Business address: _____

Phone Number: _____

END OF SECTION

WAGE RATE REQUIREMENTS

SECTION 00 43 43

1. GENERAL

- A. CONTRACTOR and Subcontractors shall pay wages not less than the prevailing hourly wage rate for each classification of employee engaged on the Work as determined by the United States Department of Labor and by the State of Illinois Department of Labor. In case of conflict, the wages paid by CONTRACTOR shall be not less than the higher of the prevailing wage determination.
- B. CONTRACTOR shall comply with the provisions of Wages of Employees on Public Works (Prevailing Wage] Act (Illinois Revised Statutes, Chapter 48, Section 39s-1 through 39s-12).
- C. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of Work which may be performed by any employee in any particular period of time.
- D. A copy of the wage determination shall be posted by CONTRACTOR in a prominent place at the Site of the Work where it can be easily seen by the employees.
- E. If at the time the Contract is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570-0.01 *et seq.*, as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers as stipulated by the Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

2. WAGE DETERMINATIONS

- A. The following wage rate schedule(s) are the prevailing rate(s) of hourly wage applicable to this Contract.

If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract.

**BIDDER CERTIFICATION
IN COMPLIANCE WITH ARTICLE 33 E TO THE
"CRIMINAL CODE OF 1961"**

SECTION 00 45 46

I _____, do hereby certify that:

1. I am _____ of the _____
Position Firm

and have authority to execute this certification on behalf of this firm.

2. This firm is not barred from bidding on this Contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961".

Name of Firm _____

Signature _____

Title _____

Date _____

Corporate Seal (where appropriate)

On this _____ day of _____, 20_____, before me appeared
(Name) _____ to me personally known, who, being duly
sworn, did execute the foregoing affidavit, and did state that he or she was properly
authorized by (Name of Firm) _____ to execute the
affidavit and did so as his or her free act and deed.

Notary Public _____ Commission Expires _____

Notary Seal

END OF SECTION

CONTRACT AGREEMENT

SECTION 00 52 00

THIS AGREEMENT, made this _____ day of _____, 20____ by and between the **City of Oakbrook Terrace** hereinafter called "Owner", and _____, hereinafter called "Contractor".

WITNESSETH:

WHEREAS, Owner has heretofore, solicited Bids for all the Work and improvements and for the doing of all things included within the hereinafter specified and related to the **SCADA Improvements**.

WHEREAS, Owner did on the _____ day of _____, 20____, find that Contractor was the lowest responsible bidder for hereinafter specified Work and did award Contractor a contract for said Work.

NOW, THEREFORE, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

ARTICLE I - WORK TO BE DONE BY CONTRACTOR

Contractor agrees, at his/her own cost and expense, to do all the Work and to furnish all the labor, materials, equipment and other property necessary to perform and complete all the Work and improvements required for and related to the **SCADA Improvements** all in full accordance with and in compliance with and as required by the hereinafter specified Contract Documents, including any and all Addenda for said Work, and to do, at his/her own cost and expense, all other things required of the Contractor by said Contract Documents for said Work.

All Work shall be performed in accordance with applicable laws and government agency regulations and rules; Authorities having jurisdiction; OSHA regulations and rules; and any applicable rules and regulations of the **State of Illinois** or **DuPage County** agencies. Furthermore, and as related to the Work, the Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss.

ARTICLE II - CONTRACT DOCUMENTS

The Contract Documents herein named include all of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Instructions to Bidders
2. Bidding Requirements
3. Bid Form
4. This Contract Agreement
5. General Conditions of the Contract
6. Supplementary Conditions (if any)
7. Contract Specifications
8. Contract Drawings
9. All Bonds, Insurance Certificates and Insurance Policies mentioned or referred to in the foregoing Documents.
10. Any and all other Documents or Papers included or referred to in the foregoing Documents.
11. Any and all Addenda to the foregoing.

ARTICLE III - CONTRACT PRICE

The Contractor agrees to receive and accept the following total lump sum bid price (and as may be adjusted for unit price work actually performed) as full compensation for furnishing all materials and equipment and for doing all the Work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any

CONTRACT AGREEMENT

unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Owner, and for all risks of every description connected with the Work; also for well and faithfully completing the Work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents, to wit:

Owner agrees to pay Contractor for performance of Work in accordance with the Contract Documents in current funds as follows:

Total Contract Price of _____ Dollars (\$ _____).
(in writing) (in figures)

This Total Contract Price shall consist of the itemized prices as indicated in the Contractor's Bidding Schedule.

Plus the following (List in detail additional work, if any, and corresponding amounts):

ARTICLE IV - CONTRACT TIME

The Work of this Contract shall include all Work in accordance with the Contract Documents prescribed and specified and as related to the **SCADA Improvements**. The Work of this Contract shall be completed within **180 consecutive calendar days** from the date which the Notice to Proceed is issued. The Contractor agrees to commence Work under this Contract within **ten calendar days** after the receipt from the Owner of a fully executed Agreement and Notice to Proceed and to fully complete all Work included in this Contract to the point of final acceptance by the Owner within the previously specified time period.

CONTRACT AGREEMENT

ARTICLE V - LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence in this Agreement and that OWNER will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed by the Owner in writing. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER, and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$500.00 for each calendar day** that expires after the specified completion time until the Work is completed and Final Acceptance is made by the Owner. In addition, the Contractor agrees that additional liquidated damages shall be paid to the Owner as applicable and in accordance with Section 013100 of the Specifications and/or other provisions of the Contract Documents.

ARTICLE VI - PAYMENTS TO CONTRACTOR

General: Owner agrees with said Contractor to employ and does hereby employ, the said Contractor to provide the materials and do all the Work and do all other things hereinabove mentioned according to the terms and conditions hereinabove contained or referred to for the Total Contract Price aforesaid and hereby contracts to pay the same at the time, in the manner and upon the condition set forth or referred to hereinafter; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

Application for Payment: CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the fifteenth day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in Paragraph 14.1 of the General Conditions.

Retention of Payment: Retention for payment shall be as follows: For the first 50 percent of completed Work, there shall be deducted 10 percent to be retained until after the completion of the entire Work to the satisfaction of the Owner. After 50 percent or more of the Work is completed, the Owner may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made and provided that the amount retained is not less than 5 percent of the total adjusted Contract Price.

Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by the ENGINEER as provided in said Paragraph 14.13.

CONTRACT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed the day and year first above written.

Contractor

By _____

(SEAL)

Title _____

ATTEST:

TITLE: _____

CITY OF OAKBROOK TERRACE

Owner

By _____

(SEAL)

Title _____

ATTEST:

TITLE: _____

IMPORTANT

NOTE: If the Contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his/her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto. Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgment.

END OF SECTION

PERFORMANCE BOND

SECTION 00 61 13-13

KNOW ALL MEN BY THESE PRESENTS THAT _____

(insert the name and address or legal title of the Contractor)

as Principle, hereinafter called Contractor, and

(insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the **(OWNER)** _____

_____ as obligee, hereinafter called the
Owner in the full and just sum of

_____ DOLLARS (\$ _____)

lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered in to a certain written contract, dated the _____ day of

_____, A.D. 20___, with the _____

for _____

complete, as described in the foregoing Contract and Articles of Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any labor, materials, apparatus, fixtures or equipment furnished for the purpose of constructing the Work provided in said Contract, and shall remove and replace any defects in workmanship or materials which may be apparent or may develop within a period of one (1) year from the Date of Final Acceptance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PERFORMANCE BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Principal

Witness:

(If Individual or Firm)

Attest:

(If Corporation)

_____ (SEAL)

_____ (SEAL)

Attest:

(Surety)

END OF SECTION

LABOR AND MATERIAL PAYMENT BOND

SECTION 00 61 13-16

KNOW ALL MEN BY THESE PRESENTS THAT _____

(insert the name and address or legal title of the Contractor)

as Principle, hereinafter called Contractor, and

(insert the legal title of Surety)

as Surety, hereinafter called Surety, are held firmly bound unto the (OWNER) _____

_____ as obligee, hereinafter called the
Owner in the full and just sum of

_____ DOLLARS (\$ _____)

lawful money of the UNITED STATES OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves, heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered in to a certain written contract, dated the _____ day of

_____, A.D. 20____, with the _____

for _____

complete, as described in the foregoing Contract and Articles of Agreement.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the said Principal shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to become due, for any and all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in the Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, and other fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

LABOR AND MATERIAL PAYMENT BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Principal

Witness:

(If Individual or Firm)

Attest:

(If Corporation)

_____ (SEAL)

_____ (SEAL)

Attest:

(Surety)

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the state where the Project is located.

END OF SECTION

CERTIFICATION OF CONTRACTOR RESPONSIBILITY

SECTION 00 62 00

(To be submitted at Preconstruction Meeting)

The following information is hereby submitted. It is understood that this Certificate shall be submitted prior to the initiation of executing the Work of this Contract and prior to or at the time of any change in the personnel assigned as the construction supervisor or safety supervisor. It is further understood that the construction supervisor and the safety supervisor shall be available on a twenty four (24) hour will call basis.

Date: _____ By: _____
(Name and Title)

PROJECT
SCADA Improvements

Construction Supervisor:

Name _____

Address _____

Phone _____

E-Mail _____

Safety Supervisor:

Name _____

Address _____

Phone _____

E-Mail _____

END OF SECTION

INSURANCE REQUIREMENTS

SECTION 00 62 16

Before commencing Work, the Contractor shall obtain at his/her own expense, and agree to keep in effect during the life of this Contract, as a minimum requirement, the following insurance in a company or companies acceptable to the Owner; (and authorized to transact business under the laws of the **State of Illinois**):

1. The Contractor shall purchase and maintain liability insurance as required until all Work required under the Contract has been completed and accepted by the Owner, except as otherwise provided. The insurance required shall be written for not less than the following limits of liability:
 - a. **WORKER'S COMPENSATION INCLUDING OCCUPATIONAL DISEASE, AND EMPLOYER'S LIABILITY INSURANCE.** Procure and maintain worker's Compensation Insurance in strict accordance with requirements of applicable State Worker's Compensation Insurance Laws for all employees to be engaged in work under this Contract. Provide Employer's Liability Insurance in an amount of not less than five hundred thousand (\$500,000) for protection of employees not otherwise protected.
 - b. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.** Full Comprehensive General Liability and Property Damage Insurance coverage, providing protection from claims for damages for personal and bodily injury, including in part sickness, disease, or death, and from claims for damages to property (broad form), which may arise directly or indirectly out of, or in connection with, performance of Work, including completed operations, under the Contract by Contractor, or by any of his subcontractor or by anyone directly or indirectly employed by either of them, or under control of either of them; minimum amounts of such insurance as follows:
 - b.1 Public Liability Insurance not less than One Million Dollars (\$1,000,000) for damages arising out of personal injury and bodily injury, including in part sickness, disease, or death of one person and subject to same limit for each person and not less than One Million Dollars (\$1,000,000) in any one occurrence.
 - b.2 Property Damage Insurance (broad form) in an amount not less than One Million Dollars (\$1,000,000) for damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in same amount.
 - c. **AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE.** Comprehensive Automobile Liability and Property Damage Insurance coverage on all vehicles used in connection with contract, whether owned, un-owned, or hired. Liability limits not less than One Million Dollars (\$1,000,000) combined single limit.
 - d. **CONTRACTUAL LIABILITY COVERAGE.** Include "Broad Form Contractual Liability Coverage" endorsement with each and every policy for liability insurance carried by each Contractor and Subcontractor.
 - e. **UMBRELLA LIABILITY.** Umbrella liability insurance excess of primary insurance in amount of Five Million Dollars (\$5,000,000) per occurrence/Five Million Dollars (\$5,000,000) in the aggregate and following form on primary coverage as to additional insureds shall be carried by the Contractor. At the Owner's discretion, this amount may be reduced for sub-contractors.
2. Contractor shall renew any policy which expires during the performance of the Contract and shall notify Owner by appropriate Certificate of Insurance of such renewal prior to the expiration date.

INSURANCE REQUIREMENTS

3. The **City of Oakbrook Terrace** (Owner) and **Christopher B. Burke Engineering, Ltd.** (Engineer) shall be added as an additional insured to the Contractor's general liability/property damage policy, automobile liability and property damage policy and employer's liability coverage. Owner/Engineer shall be named as an alternate employer on Contractor's Worker's Compensation coverage. Contractor hereby waives the right of subrogation against Owner as to any claims under worker's compensation and employer's liability policies.
4. Certificates of Insurance naming Owner and Engineer as additional insured, with insurance companies which are acceptable to the Owner, shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to Owner.
5. All coverages shall be provided upon an occurrence basis, unless claims-made coverages are expressly approved, in writing, by Owner's Director of Risk Management and Insurance. Contractor shall renew any policy which expires during the performance of the contract and shall notify Owner by appropriate Certificate of Insurance of such renewal prior to the expiration date.
6. The Contractor agrees to indemnify and save harmless the Owner, **Christopher B. Burke Engineering, Ltd.**, and all of their officers, partners, agents and employees from and against all loss or expense (including court costs and attorney's fees) by reason of liability imposed by law upon Owner and **Christopher B. Burke Engineering, Ltd.**, for damages because of bodily injury, including death at any time, resulting therefrom sustained by any person or persons or on account of damage to or destruction of property, real or personal, including loss of use thereof, arising out of or in consequence of performance of this Work, whether such injuries to or death of persons or damage to property is due or claimed to be due to the negligence of the Contractor, his/her Subcontractors, the Owner, **Christopher B. Burke Engineering, Ltd.**, their officers, partners, agents, and employees except only such injury, death or damage as shall have been occasioned by the sole negligence of the Owner or **Christopher B. Burke Engineering, Ltd.**

END OF SECTION

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

SECTION 00 72 00

PART 1- GENERAL

- 1.01 Engineers Joint Contract Documents Committee 1910-8 (2013 Edition) Standard General Conditions of the Construction Contract shall apply to the Work in this Contract.

END OF SECTION

RESPONSIBILITIES OF CONTRACTOR

SECTION 00 72 23

PART 1- GENERAL

1.01 SCOPE

This Section establishes certain minimum requirements of Contractor's responsibilities for which the Contractor shall be fully liable for during the life of the Project and for the Work of this Contract.

1.02 RESPONSIBILITY OF CONTRACTOR

A. General

The Contractor shall perform all Work of this Contract as specified in a neat and orderly manner, with skilled labor knowledgeable in the applicable trade(s), consistent with recognized work practices as required to perform the Work of this Contract and according to the Work Schedule. The Contractor shall be responsible for coordinating all phases of his/her Work with the work of others so as not to interfere with that work being performed by others. The Contractor shall be responsible for notification(s) prior to commencement of Work and/or during construction activities. The Contractor shall be responsible for providing at the Project Site a qualified construction supervisor or Superintendent.

B. Work Schedule

Within ten (10) days after receiving the Notice to Proceed, the Contractor shall submit all items, and information required by Section 01 33 23 to complete the entire Work within the Contract Time stipulated for completion. The Work Schedule shall be subject to the review of the Owner's Representative. If, at any time during the progress of Work, the Owner's Representative is of the opinion that the Contractor is not adhering to such Schedule, the Owner's Representative may request the Contractor to increase his/her force to comply with the Work Schedule. It is the intent of this Contract that the Contractor only remove and replace that portion of any of the roofs which can only be removed and replaced within one working day. Failure of the Owner's Representative to request this shall not release the Contractor from his/her obligation to complete the Work of this Contract within the specified Contract Time.

C. Supervision and Direction

The Contractor shall supervise and direct the Work. The

RESPONSIBILITIES OF CONTRACTOR

Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall employ and maintain on the Project a qualified construction supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor or superintendent shall have full authority to act on behalf of the Contractor. All communications given to the supervisor or superintendent shall be as binding as if given to the Contractor. The supervisor or superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

D. Safety

The Contractor shall be solely responsible for the safety of persons, property or the Work at or adjacent to the construction site. All decisions relating to safe construction operations, the use and proper application of equipment and materials, and the protection of the general public from construction operations shall be the responsibility of the Contractor. The Contractor shall identify a qualified supervisor or superintendent in writing who shall have the authority to act on behalf of the Contractor relative to Project safety issues. The supervisor or superintendent shall be present on the site at all times as required to maintain safe Project operations.

In the event that the designated construction or safety supervisor or superintendent is absent from the site, the Contractor shall designate a substitute supervisor or superintendent to act in responsible charge of the Work. Any changes in the designated construction supervisor or safety supervisor or superintendent shall be documented by written statement to the Owner and the Owner's Representative at the time of the change.

E. Repair of Damaged Items

The Contractor shall be entirely responsible for damages to structures of any kind and shall be liable for damages to public and private property. Repair of same shall be Contractor's responsibility and at Contractor's own expense, except where such items are to be removed and replaced as required by the Contract Documents, and/or as otherwise directed by the Owner's Representative during the course of Work, in which case said replacement unit(s) will be paid for at the Contract unit price, as bid.

RESPONSIBILITIES OF CONTRACTOR

F. Compliance

It shall be the responsibility of the Contractor to familiarize himself/herself and comply with all applicable laws, ordinances, rules, regulations and lawful orders of all public authorities bearing on the safety of persons or property or their protection from damage, injury or loss. Further, the Contractor shall comply with all requirements of these Contract Documents, including but not limited to referenced specifications and/or standards as well as the contents of the Occupational Safety and Health Act (OSHA), all codes and ordinances adopted by and in effect by Federal, State, County, **City**, and municipal Governmental Bodies, and any other governmental agencies at any level having authoritative jurisdiction over the area of improvement and the type of Work to be performed.

G. Existing Utilities

The Contractor shall be responsible to make his/her own investigation to determine the existence, nature, and location of all utility lines and appurtenances within the limits of the improvement.

The Contractor shall take due care in all phases of construction to protect any utility which may be affected by the Work of this Contract. Any damages to existing utilities shall be repaired immediately by the Contractor and at the Contractor's own expense.

The Contractor shall be required to cooperate with all utility companies involved in connection with the removal, temporary relocation, reconstruction, or abandonment by these agencies of any and all services or facilities owned or operated by them within the limits of this improvement.

H. Assignment of Contract

The Contractor shall be fully responsible for assignments of the Contract, when assignments are made by the Contractor. Furthermore, no part of the Work herein specified shall be assigned (by the Contractor) without the written consent of the Owner, and in no case shall such consent relieve the Contractor or his/her surety from the obligations herein entered into by the same or change the terms of the Contract Agreement.

I. Discrepancies

The Contractor shall not take advantage of any apparent discrepancies as may be presented by the Contract Documents.

RESPONSIBILITIES OF CONTRACTOR

In the event the Contractor discovers any apparent discrepancy, the Contractor shall be responsible for immediately notifying the Owner's Representative in writing for an interpretation and/or decision; and such decision by the Owner's Representative shall be final. Should the Contractor, having knowledge of any such apparent discrepancy, proceed with the Work, such Work and/or related expenses shall be at the Contractor's own risk and cost.

END OF SECTION

LIQUIDATED DAMAGES

SECTION 00 73 93

PART 1- LIQUIDATED DAMAGES

In case of failure on the part of the Contractor to meet the Contract Completion Date, or any extensions thereof, as bid under the Bid Form (Section 00 41 00) for Completion of the Work, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages the sum of **\$500.00 for each calendar day** that completion is delayed. However, the total amount of liquidated damages to be assessed by the Owner in case of such delays, shall not exceed 10 percent of the original contract price.

In the event that it becomes necessary to terminate the Contractor's right to proceed with the Work under the Contract, such termination shall not relieve the Contractor of any responsibility for liquidated damages as set forth herein. If the Owner so terminates the Contractor's right to proceed, any resulting damage will include, subject to the limitation stated above, such liquidated damages as provided for herein until such reasonable time as may be required for completion of the Work by the Owner.

END OF SECTION

SUMMARY OF WORK

SECTION 01 11 00

PART 1- GENERAL

1.01 DESCRIPTION OF WORK

- A. General. The Work to be performed consists of furnishing labor, materials, equipment, and supervision as required by the Contract Documents for the **SCADA Improvements** as required and as herein specified, including any and all accessories associated with the installation. The Contractor shall submit a staged construction schedule to Owner. The Work to be performed is generally summarized to include but not be limited to the following.
- B. The project consists of the installation of SCADA modifications including but not limited to PLC's, control panels, software and HMI.
- C. Debris Removal. Included as part of the above Work shall be the removal of any and all debris resulting from the Work. Such debris shall be legally and properly disposed off site. All fees for such disposal shall be the responsibility of the Contractor.
- D. Painting. Paint to match existing. Paint shall be that of nationally recognized manufacturer and suitable for the application. Two coats are required. Owner to select final color of paint.

1.02 LOCATION OF THE WORK

The project work site is located at **17W130 Butterfield Road, Oakbrook Terrace, IL 60181.**

1.03 PHYSICAL CONDITIONS

A. General

The sites on which the Work is to be performed has limited access and boundary constraints, all of which the Contractor accepts full responsibility. Any construction easement(s) or staging area(s) required by the Contractor (other than those that may be shown on the Drawings) shall be the responsibility of the Contractor. Any specialized machinery and/or equipment as required due to the limited access/boundary constraints/type of work to be performed shall be the responsibility of the Contractor.

SUMMARY OF WORK

B. Staging Areas

Prior to staging any equipment, materials, and/or appurtenances as may be required to perform the Work, the Contractor shall obtain the permission of the Owner. Any restoration of a damaged area attributed to Contractor staging shall be the Contractor's responsibility. Any special clean up required to restore disturbed areas shall be considered incidental to the Contract.

1.04 ACCESS TO JOB SITE

Access to the project site is possible via **existing roadways**.

The Contractor shall comply with the conditions and regulations of controlling agencies of public roads, access, rights-of-way restrictions, and other limitations affecting transportation and ingress and egress at the job site.

1.05 PROJECT BOUNDARIES AND CONTRACTORS USE OF PREMISES

The area of the project is indicated by the Drawings. Subject to restrictions placed upon the Contractor by the Owner, the Contractor may locate his/her facilities within the area as will best suit his/her operations; except that at no time shall the Contractor locate his/her facilities, equipment, or materials in a manner to obstruct access or in any way interfere with the normal operation of the surrounding community and/or the existing facilities.

1.06 ADDRESSING CORRESPONDENCE

All mail pertinent to the Work shall be sent by special delivery unless delivery by regular mail can be accomplished within three days. Receipt of such mail will be promptly acknowledged when acknowledgment is requested. If acknowledgment is requested and is not received in reasonable time, duplicate copies shall be forwarded.

On all correspondence the name and official position of the signer shall be typewritten or printed immediately below the handwritten signature.

All correspondence relating to contractual matters, including prices, delivery and changes in Scope of Work, shall be directed to the Owner with two copies to the Engineer.

SUMMARY OF WORK

The address of the **Owner** is:

**City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181**

Attention: **Mr. Craig Ward
Public Services Director**

1.07 MEASUREMENT AND PAYMENT

A. Measurement

Measurement will be made for the Work as indicated in the Bidding Schedule and/or as indicated herein.

B. Payment

Payment for the Work will be made at the prices for each of the listed categories in the Bidding Schedule.

These prices shall be full compensation for furnishing all materials, equipment and labor, and for performing the Work including installation and testing and providing the required bond(s) and insurance(s) and all incidentals necessary to complete the Work, whether specified or not.

Payment will not be made for any other Items except as listed. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

END OF SECTION

PROJECT MEETINGS

SECTION 01 31 19

PART 1- GENERAL

1.01 PRECONSTRUCTION CONFERENCE

A. General

Within 10 days after issuance of the Notice to Proceed, a preconstruction conference will be held at the location, date, and time to be designated by the Owner. Contractor shall be readily available to attend this meeting and shall make the necessary arrangements to have those individuals (including subcontractors) experienced and knowledgeable, and who will be in the direct charge of the Work, to also attend the meeting.

B. Agenda

The matters to be discussed will include:

1. Set final completion date for the Work of this Contract in accordance with Notice to Proceed and identify time period.
2. Details of construction sequence, including the bar chart submitted with the Bid, lead times of equipment procurement, as well as the date by which the Contractor must place his/her material or equipment order to complete the Work within the construction schedule time limitations set in Section 00 72 23.
3. Communication and general correspondence procedures between the involved parties. The Owner will designate his/her representative and/or Engineer at the time of this meeting.
4. The names and titles of all persons authorized by the Contractor to represent and execute documents for the Contractor.
5. The names, addresses, and telephone numbers of all those authorized by the Contractor to act for him/her in emergencies. Contractor to provide phone/fax/cell numbers of those individuals who will be available and responsible for the Work on a 24-hour per day basis, 7 days per week.
6. Access and rights-of-way furnished by the Owner.

PROJECT MEETINGS

7. Forms and procedures for Contractor's Submittals as described in Section 01 33 23.
8. Construction equipment and methods proposed by the Contractor. The Contractor shall submit a list of equipment to be used in the Work.
9. Administrative and general matters as needed.
10. Parking areas for public and Contractor.
11. Subcontractors.
12. Payment estimates and submittals for payment.
13. Progress meetings during the course of the Work.

1.02 WEEKLY CONSTRUCTION MEETINGS

Construction meetings shall be held once every week or more frequently as needed or called by the Contractor or the Owner. All matters bearing on the progress and performance of the Work since the preceding progress meetings shall be discussed and resolved, including, without limitation, any previously unresolved matters, deficiencies in the Work or the methods being employed for the Work, and problems, difficulties, or delays which may be encountered, in order that the Work may be constructed on schedule and within cost.

PART 2- PRODUCT

Minutes of construction meetings shall be prepared by the Contractor subject to the review of the Owner or Owners Representative having participated in the meeting.

PART 3- EXECUTION

Minutes of construction meetings shall be submitted to the Owner or Owners Representative no later than 72 hours following the meeting.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All cost of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

MATERIAL AND EQUIPMENT

SECTION 01 33 16

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section covers minimum general requirements related to and including, but not limited to the following:

1. Products.
2. Transportation and handling.
3. Storage and protection.
4. Product options.
5. Substitutions.

B. Related Work

1. All Sections of the Contract Documents including Bidding Documents and Drawings.
2. Refer to related Specification Sections for details.

1.02 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing facilities or premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are

MATERIAL AND EQUIPMENT

undamaged.

- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.04 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Do not allow mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.05 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications.

1.06 SUBSTITUTIONS

- A. Owner will consider requests for Substitutions only at time of Bid. Where Specifications indicate "No Substitutions Allowed", the Contractor shall provide the designated manufacturers equipment without exception.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document request with complete data substantiating compliance of proposed Substitution with Contract Documents.

MATERIAL AND EQUIPMENT

- D. A request constitutes a representation that the Contractor:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the Substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit three copies of request for Substitution for consideration 10 days prior to bid date. Limit each request to one proposed Substitution.
 2. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence.
 3. The Owner will notify Contractor, in writing, of decision to accept or reject request.

END OF SECTION

EQUIPMENT & MATERIAL SUBMITTALS

SECTION 01 33 23

PART 1- GENERAL

1.01 SCOPE

- A. This Section establishes minimum requirements and procedures for Equipment Submittals made by the Contractor for materials and equipment provided for under the Work of this Contract. Specific details for additional drawings, data and information to be submitted shall be in accordance with the applicable requirements of other Sections of these Specifications.
- B. Acceptable Manufacturers and Equipment Suppliers for various items of equipment are specified in respective Sections of these Contract Documents. For convenience of designation in the Contract Documents, certain equipment, articles, materials, and processes are designated by manufacturer trade name or catalog name and number. Such designation shall be deemed to be followed by the words "or equal" whether such words are shown or not. The Contractor may offer material or processes which are equal to that so indicated or specified at the time of Bid. The burden of proof as to comparative quality and suitability of alternatives shall be upon the Contractor. Specified items are preferred.

1.02 SUBMITTAL SCHEDULE

The Contractor shall, within 10 days after receiving the Notice to Proceed, prepare and submit for review a detailed list of all the submittals which he/she proposes to make to meet the requirements stated herein and those cited in other Sections of the Contract Documents including the dates on which he/she proposes to make such submittals. The list shall include Working Drawings, Field Detail Drawings, Project Record Documents, Quality Control Procedures, and all other items for which a submittal is required. The list shall include identifying references for each item to relate it to the specific item of the Contract Documents.

With each revision or certification of the Construction Schedule, the Contractor shall either revise this schedule of submittals and submit it for review or certify that the previously furnished schedule is still in effect.

After the Submittal Schedule is reviewed by the Owner's Representative, it shall become the basis for the submittal of all items by the Contractor.

EQUIPMENT & MATERIAL SUBMITTALS

1.03 SUBMITTAL REQUIREMENTS

A. General

The Contractor shall furnish for review his/her Submittals as outlined herein and in the Specifications. Submittals shall confirm compliance with the requirements of the Contract Documents. Submittals of equipment drawings shall be made prior to the fabrication of the equipment. The sequence of submission shall be such that information is available for review of each Submittal when it is received. All Submittals furnished formally shall bear an approval stamp or a certification. The stamp or certification shall be signed by an authorized representative of the Contractor. The Contractor's stamp or certification on any Submittals shall constitute a representation to the Owner that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or that he/she assumes full responsibility for doing so, and that he/she has reviewed and coordinated each Submittal with the requirements of the Contract Documents. Before submitting any drawings for review, the Contractor shall obtain approval of the list of drawings he/she proposes to submit, showing sequence of submittal and submittal dates. All drawings shall be submitted in accordance with the Submittal Schedule as previously specified herein.

- B. All submittals shall be addressed to the Owner or as otherwise directed by the Owner.

C. Outline Drawings

The Contractor shall submit outline drawings of the equipment to be furnished together with estimated weights, operating forces, external forces, anchoring details, and sufficient overall dimensions, to facilitate preparation of final designs of the structures into which the equipment is to be incorporated.

D. Wiring Diagrams

The Contractor shall submit complete schematic and full-line wiring diagrams for all equipment furnished by him/her. The Contractor shall furnish drawings of switch developments for all instrument and control switches and internal connection diagrams for all instruments, relays, regulators, and other devices. One print of each wiring diagram will be returned on which will be marked the wire notations and cable numbers for outgoing circuits where this information is not otherwise available to the Contractor. The Contractor shall add this

EQUIPMENT & MATERIAL SUBMITTALS

information to his/her drawings. Adequate space shall be allowed on the wiring diagrams to accomplish this.

E. Detail Drawings and Erection Drawing

Before proceeding with fabrication or manufacture of the material and equipment designed and furnished by him/her, the Contractor shall submit the designs, design computations when requested, apparatus ratings, detailed specifications, general assembly drawings, sufficient subassembly drawings, details, and control and wiring diagrams to demonstrate fully that all parts will conform to the provisions and intent of the Contract Documents and to the requirements of their installations, operations, and maintenance. These drawings shall substantially conform to the Bid and Contract Drawings and shall show all necessary dimensions; all field joints and subassemblies in which the Contractor proposes to ship the equipment; locations and sizes of auxiliary connections for oil, grease, water and air; and the terminal boxes and wire sizes for electrical circuits. Before proceeding with fabrication or purchase, the Contractor shall submit shop drawings and/or catalog cuts as appropriate of items designed but not detailed on the Contract Drawings including, but not limited to structural steel and metal frames, covers, and gratings.

F. Field Detail Drawings

Layout drawings for any and all embedded components of the equipment such as but not limited to, piping, conduit, anchor bolts/plates, thimbles, etc. shall be submitted. These drawings shall be based on the Contract Drawings and shall contain sufficient detail for construction in the field.

G. Review of Drawings

1. The Contractor shall make all required submittals in .pdf format. All drawings submitted shall, insofar as practicable, be of one standard size, measuring approximately 24 x 36 inches. The Contractor's drawings shall have a blank area of 4 x 4 inches adjacent to the drawing title block for the review stamp of the Owner's Representative. The Contractor shall verify by inspection of sample reproductions that good legible reproductions can be obtained from the reproducible before submittal.
2. Within two weeks of receipt of shop drawings or manufacturer's data, the Owner's Representative will return one copy of each drawing and/or data sheet marked to indicate the result of the Owner's Representative's

EQUIPMENT & MATERIAL SUBMITTALS

review, as follows:

- a. "REVIEWED" - Revision of drawing or data will not be required.
 - b. "REVIEWED WITH CORRECTIONS" - Contractor shall revise the drawings or data and shall submit four print copies and one reproducible copy for Owner's Representative's records.
 - c. "REVISE AND RESUBMIT" - Contractor shall revise the drawing or data and shall resubmit the revised drawing or data to the Owner's Representative for review.
 - d. "REJECTED" - Drawings are non-conforming and do not meet intent of Specifications.
3. Copies marked "REVIEWED" or "REVIEWED WITH CORRECTIONS" authorize the Contractor to proceed with construction or fabrication covered by those drawings or data sheets with corrections, if any, incorporated.
 4. Review will not relieve the Contractor of responsibility for conformity to the Contract Documents and correct detail and fit of parts when installed.
 5. If minor revisions are made after a drawing has been returned to the Contractor marked "REVIEWED", the Contractor shall furnish without delay one print copy and one reproducible copy subsequent to each revision. No major revision affecting the design shall be made after a drawing has been marked "REVIEWED" without resubmitting the drawing.
 6. When prints of drawings have been marked "REVIEWED WITH CORRECTIONS" or "REVISE AND RESUBMIT" the Contractor shall make the necessary corrections and submit four print copies and one paper-type reproducible. Every revision shall be shown by number, date, and subject in a revision block, and in addition, each revised drawing shall have its latest revision clearly indicated. Submitted drawings which do not illustrate these indications will be considered non-conforming.
 7. The applicable parts of the requirements of the above paragraphs with reference to the drawings shall apply equally to design data, catalog cuts, illustrations, printed specifications, draft reports or any other submittals furnished for review.

EQUIPMENT & MATERIAL SUBMITTALS

8. The Contractor shall make any changes in the designs which are necessary to make the equipment conform to the provisions and intent of the Contract Documents, without additional cost to the Owner.
9. Should an error be found in a Contractor's drawing during the erection of structures or installation of equipment, the correction, including any field changes found necessary, shall be noted on the drawing, and it shall be resubmitted for review, and recorded as outlined above.

H. Record Drawings

Prior to completion of the Work under the Contract Documents, the Contractor shall furnish one complete set of full-size permanent reproducible copies of approved quality and type and 3 full size sets of prints of all Contractor's drawings and equipment as finally built, including any field changes.

I. Operating and Maintenance Instructions

1. Two hard copy sets and one .pdf version of detailed operating and maintenance instruction manuals which shall include reduced-size copies of applicable drawings, applicable parts lists and catalogs covering all equipment furnished and which may be needed or useful in operation, maintenance, repairs, dismantling or assembling, and for repair and identification of parts for ordering replacements, shall be furnished as specified.
2. Furnish operation and maintenance manuals for the various types of equipment and systems, as required by the Contract Documents. Unless otherwise indicated, a separate manual shall be furnished for each piece of equipment and/or system. The manual shall include complete information necessary to operate, maintain and repair the equipment and/or system and shall include the following specific requirements:
 - a. Table of contents and index.
 - b. Brief description of the equipment/system and principal components.
 - c. Starting and stopping procedures both normal and emergency.
 - d. Installation, maintenance and overhaul instructions which shall include detailed assembly

EQUIPMENT & MATERIAL SUBMITTALS

drawings with parts list and numbers, and recommended spare parts list with recommended quantity, manufacturer's price, suppliers address and telephone number.

- e. Recommended schedule for servicing including technical data sheets that indicate weights and types of oil, grease or other lubricants recommended for use and their application procedures.
 - f. One copy of each component wiring diagram and the system wiring diagram showing wire size and identification.
 - g. One approved copy of each submittal with any changes made during construction properly noted including test certificates, characteristic curves, factory and field test results.
 - h. For electrical systems include dimensioned installation drawings, single line diagrams, control diagrams, wiring and connection diagrams, list of material for contactors, relays and controls, outline drawings showing relays and controls, outline drawings showing relays, meters, controls and indication equipment mounted on the equipment or inside cubicles, control and protective schematics and recommended relay settings.
3. Submittal Requirements: One preliminary copy of the manual in .pdf format shall be submitted no later than the date of shipment of equipment, and installation shall not begin until they are accepted by the Owner's Representative. One approved hard copy and one in .pdf format of complete manual shall be delivered to the Owner's Representative prior to Owner's Representative inspections and tests.

J. Language

All drawings, design data, reports, instructions, catalogs, illustrations, and printed specifications shall be submitted in English.

K. System of Units of Measurement

All units of measurement used shall be in the U.S. Customary System.

EQUIPMENT & MATERIAL SUBMITTALS

PART 2- PRODUCTS

(Refer to Paragraph 1.03, Submittal Requirements, of this Section.)

PART 3- EXECUTION

(Refer to Paragraph 1.02, Submittal Schedule, of this Section.)

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

CUTTING AND PATCHING

SECTION 01 73 29

PART 1- GENERAL

1.01 SCOPE

This Section covers cutting and patching where required to perform the Work of these Contract Documents.

1.02 QUALITY ASSURANCE

Cutting and patching shall be performed in accordance with recognized and applicable standards of construction using materials equal to or exceeding those of the parent structure.

1.03 SUBMITTALS

- A. Before doing any cutting as required to complete the Work, submit a written notice to Owner's Representative, and the Owner of the specific item involved requesting consent, including:

Description of affected work

Necessity for cutting

Scope of cutting and patching

Trades and products to be used and extent of refinishing

- B. Prior to doing cutting and patching identified in writing by Owner's Representative as additional work, submit a cost estimate.

PART 2- PRODUCT

Materials used for replacement of work removed shall be of the same type, style, size, thickness, etc. of like new materials for the type of work to be performed.

PART 3- EXECUTION

3.01 GENERAL

- A. Perform all cutting and patching required to complete the Work.
- B. Cutting and patching shall include the cutting, fitting, or patching necessary to:

CUTTING AND PATCHING

1. Accomplish/perform modifications to existing structures as shown on the Drawings.
 2. Remove and replace defective or deteriorated work.
 3. Remove and replace work not conforming to the Contract Documents.
- C. All Work shall be performed by skilled workers licensed to perform the Work of the trade involved and/or as may be required.

3.02 EXECUTION

- A. Protect adjacent portions of the Work and existing facilities from damage due to cutting and patching operations.
- B. Restore work which has been cut or removed. Install new products to provide completed Work meeting all requirements of the Contract Documents.
- C. Refinish entire surfaces as necessary to provide an even and uniform finish.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

MAINTENANCE OF WORK SITE & DAILY CLEAN-UP

SECTION 01 74 16

PART 1- GENERAL

This Section covers general maintenance of the Work Site and daily clean-up which the Contractor shall be responsible for the duration of the Project, and includes, but is not limited to storage, stockpiling and/or protection of materials and Work.

PART 2- PRODUCTS

(Not applicable to this Section.)

PART 3- EXECUTION

3.00 GENERAL

Contractor shall comply with all applicable requirements specified in Section 00 72 23.

3.01 MAINTENANCE OF WORK SITE

The Contractor shall keep the site of the Work and adjacent premises as free from material, debris and rubbish as is practicable, and shall remove same from any portion of the site, if, in the opinion of the Owner's Representative, such material, debris, or rubbish constitutes a nuisance or is objectionable in any way to the public. The Contractor shall remove all machinery, materials, barricades, staging, false-work, debris and rubbish connected with, or caused by said Work, immediately upon the completion of the same and shall clean all structures and Work constructed under this Contract to the satisfaction of the Owner's Representative and leave the premises in an approved condition insofar as affected by the Work under this Contract.

3.02 DAILY CLEAN-UP

Each day before the Contractor shuts down Work operations for the day, the Contractor shall clean all areas in/around/adjacent to the Work site of all dirt, mud, debris, or other items deposited thereupon resulting from the Work.

3.03 RESPONSIBILITY FOR PROTECTION OF MATERIALS

The Contractor shall be responsible for the safe storage of all equipment and materials furnished by, or to, or accepted by the Contractor, and intended for the Work until such equipment or material has been incorporated into the completed Project. Such equipment and materials as well as their related

MAINTENANCE OF WORK SITE & DAILY CLEAN-UP

appurtenances and accessories shall, unless otherwise directed by the Owner, be unloaded at the "staging site" point of delivery, hauled to, and distributed as necessary to the specific Work site of the Project, by the Contractor. They shall at all times be handled with care to avoid damage.

All construction shall be protected by the Contractor to prevent accidental or pre-meditated damage. All cost associated with the supervision, the repair, or the replacement of damaged areas shall be considered incidental to the Contract.

3.04 STOCKPILING MATERIAL

Materials shall be so stockpiled as not to endanger the Work and so that free access may be had at any time to all parts of the Work, and shall be kept neatly piled so as not to inconvenience public travel, private property owners, or adjoining tenants.

At no time shall material be stored in the street.

END OF SECTION

FINAL INSPECTION AND ACCEPTANCE

SECTION 01 80 00

PART 1- GENERAL

- 1.01 Upon completion of all Work specified in the Contract Documents, the Contractor shall perform final field alignments, adjustments, and tests to verify that the overall performance as specified have been satisfied. Acceptance tests conducted on the completed installation will be witnessed and subject to the approval of the Owner's Representative.
- 1.02 When all Work has been completed and the equipment has been installed, tested, placed into operation, and subsequently has satisfactorily operated, a thorough inspection will be made by the Owner in the company of the Contractor and the Owner's Representative, and if the Work is found to comply with the Specifications, the Work will be formally accepted and the Contractor so notified in writing as to the Final Acceptance of the Work by the Owner.
- 1.03 Should any Work be found to be inadequate, faulty, or otherwise not in accordance with these Specifications, it shall be the Contractor's responsibility to correct such Work at the Contractor's own expense, prior to Final Acceptance.
- 1.04 The period of equipment and workmanship guarantees shall commence immediately after Final Acceptance. Upon being notified of the Final Acceptance, the Contractor shall supply, to the Owner, a certificate of guarantee which shall guarantee all equipment and workmanship for a period of not less than one year or as otherwise specified in subsequent Sections of the Specifications. Guarantees shall be unconditional. Limited guarantees are not acceptable.

PART 2- PRODUCT

A "Final Inspection" report prepared by the Contractor shall be submitted to the Owner's Representative documenting the results of the Final Inspection.

PART 3- EXECUTION

Advise Owner's Representative a minimum of 72 hours prior to performing the Final Inspection.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs of such Work shall be considered incidental and shall be included in the prices bid

FINAL INSPECTION AND ACCEPTANCE

for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

GENERAL PROVISIONS FOR ELECTRICAL WORK

SECTION 26 00 10

PART 1- GENERAL

1:01 SCOPE

- A. This Section describes the general provisions for the Work to be performed under Division 26 - Electrical, of this Contract as well as Division 33 - Utilities, where applicable. The Contractor shall comply with these general provisions and shall perform all Work in accordance with the Specifications contained in this Section, as supplemented by Specification in related Sections, and as shown on the Drawings. Related mechanical work shall be performed in accordance with the applicable provisions of Division 33.
- B. The following specifies the minimum general requirements by which the Contractor shall furnish, fabricate, deliver, erect, install, connect and test electrical materials, equipment and systems specified in the respective Sections of Division 26 and shown on the Drawings, so as to constitute a complete and operating electrical installation.
- C. The Contractor shall provide all necessary coordination between the suppliers of the specified equipment so as to provide a well designed and satisfactory operating facility to the Owner. The Contractor is advised that these Specifications are not indented to cover every and all details of the Work. In case(s) where details related to the specified Work are not covered by these Specifications, it shall be the responsibility of the Contractor to include and execute such coordination and Work at no additional cost to the Owner.
- D. Items of equipment furnished and installed as a part of the Work under other Sections of the Specifications shall be connected and wired as a part of the Work under this Section.
- E. All operating limits of electrical apparatus whether furnished under this Section or in other Sections of the Specifications shall be adjusted in the field to meet the operating conditions reviewed by the Owner's Representative and as required. This shall include settings of all overcurrent and trip devices, limit switches, timers, and control device adjustments, etc.

GENERAL PROVISIONS FOR ELECTRICAL WORK

1.02 QUALITY ASSURANCE

A. Acceptable Manufacturers and Equipment Supplier

1. As shown on the Drawings and/or as specified hereinafter in subsequent Sections.
2. Acceptable manufacturers for various items of equipment are specified in respective Sections of these Contract Documents. For convenience of designation in the Contract Documents, certain equipment, articles, materials, and processes are designated by manufacturer trade name or catalog name and number. Such designation shall be deemed to be followed by the words "or approved equal" whether such words are shown or not. Contractor may offer material or processes which are equal to that so indicated or specified at the time of Bid. The burden of proof as to comparative quality and suitability of alternatives shall be upon Contractor. Specified items are preferred. After acceptance of Bid, no substitutions will be allowed, except as stated in the Bid. (Exception: Where Specifications indicate "No Substitutions Allowed" Contractor shall provide the designated manufacturers equipment without exception.)

B. Applicable Standards

1. All electrical work furnished and installed under this Section shall be in strict compliance with the ordinances and bylaws of the Village, State and/or any other political subdivision thereof governing the installation of the electrical work on this Project. In the absence of other more stringent authority, the electrical work shall conform to the requirements of the National Electrical Code.
2. The Contractor shall conform to the latest safety standards as required by the Occupational Safety and Health Administration (OSHA) in all Work performed. In addition, all equipment and materials shall meet all applicable OSHA requirements.
3. All equipment shall be U.L. rated.

1.03 SUBMITTALS

- A. The Contractor shall comply with the requirements specified in Section 01 33 23 - Equipment and Material Submittals, and as specified herein.

GENERAL PROVISIONS FOR ELECTRICAL WORK

- B. The Contractor shall not install any electrical work for any item of equipment specified under this or other Sections of the Contract until shop drawings of such equipment, reviewed by the Owner's Representative, are made available to him/her. Any such Work installed by the Contractor prior to the Owner's Representative review will be the responsibility of the Contractor and any modification of the electrical work necessary to meet the equipment requirements shall be made without additional compensation.
- C. Before fabrication and assembly of equipment, submit the following:
1. Front and rear elevations showing dimensions and the arrangement for each cubicle.
 2. Plan and section views, including dimensions and mounting details.
 3. Details of bus, connections, terminals, etc., including the complete ground bus arrangement and enclosure ground connections.
 4. Single line diagram of equipment and control schematic diagram.
 5. Wiring Diagrams
 - a. Connection diagrams for the wiring of equipment in each cubicle.
 - b. Interconnection diagrams for the wiring to equipment in other cubicles. Clearly identify the terminal block points for the external wiring to be routed in or out of the cubicles. Provide adequate space on the wiring diagrams for additions (by the Contractor) or cable and wire designations for that external wiring to be routed in or out of the cubicles at the terminal block.
 6. Bill of Material.
 7. Factory test procedures and protocols.
- D. Prior to shipment of the equipment, submit for record and distribution:
1. All drawings as finally reviewed and corrected.
 2. Recommended storage instructions.

GENERAL PROVISIONS FOR ELECTRICAL WORK

3. Installation instructions and operating and maintenance manuals.
 4. Spare parts bulletins.
 5. Factory test reports (certified).
 6. Booklet on maintenance procedures for circuit breakers and other equipment.
 7. Field test procedures and protocols.
- E. After final installation of the equipment the Contractor shall deliver a complete set of reproducible shop drawings of (including schematics, internal point-to-point and interconnecting) diagrams for all equipment and panels showing Work "as installed".

1.04 WARRANTY

All equipment (electrical and/or mechanical) specified by these Specifications shall be warrantied, and shall be provided with such warranties covering all parts and labor for a period of one (1) year from the date of Final Acceptance.

PART 2- PRODUCTS

2.01 GENERAL

A. Standard Products

The equipment furnished shall be standard products in production by reputable companies regularly engaged in the manufacture of high-quality equipment of the type specified. Similar equipment shall have been in satisfactory and successful operation for a period of at least two years. All parts of the specified equipment shall be so designed as to be especially adapted for the service required and shall be proportioned, enclosed, or guarded as to have ample and liberal strength and stability to withstand, without damage, the stresses to which they may be subjected during erection or operation. The component parts of duplicate items shall be fabricated on a principle of interchangeability to facilitate ready replacement.

B. Materials

All material incorporated in the equipment shall be new and of first-class quality, free from injurious defects and imperfections, and of the classifications and grades designated. Materials not specifically designated herein

GENERAL PROVISIONS FOR ELECTRICAL WORK

shall be subject to the review of the Engineer and shall be suitable for the purpose intended.

2.02 RATINGS

The sizes, ratings, capacities, and performance characteristics of various specified items of equipment and devices are based on currently available standard products, which are available through United States manufacturers. In no case shall the size, rating, capacity or performance characteristic be less than that specified unless approved in writing by the Owner. Ratings and performance characteristics, where applicable, of various devices and items of equipment are specified in respective Sections of these Specifications. All electrical equipment shall be UL listed.

2.03 DETAILS OF CONSTRUCTION

- A. Electrical work shall meet requirements of these Specification, product manufacturer's instructions, recommended tolerances and recommended procedures, and as indicated by final reviewed submittals for the Work.
- B. Materials shall be of size and thickness indicated. If not indicated, size and thickness shall be selected to provide strength and durability in finished Work for intended application. Work to dimensions indicated, using proven fabrication details.
- C. Product finishes, surfaces and edges shall be smooth and free of marks, burrs, seams, roughness and like defects or conditions.
- D. Other electrical-mechanical product construction details shall be in accordance with the best engineering practices, applicable code requirements and as specified and/or other Sections of these Specifications.

PART 3- EXECUTION

3.00 GENERAL

- A. The Contract Drawings indicate the general details necessary for the complete electrical installation. It shall be the Contractor's responsibility to install all electrical work in a neat and workmanlike manner. The Contractor shall cooperate with others to permit the installation of all of the work without interferences. If changes become necessary to avoid interference between the Work installed under various Sections, the Contractor shall submit to the Owner's

GENERAL PROVISIONS FOR ELECTRICAL WORK

Representative, for review, the proposed changes and upon review by the Owner's Representative, proceed with the installation of such changes without additional cost to the Owners.

- B. The Contractor shall maintain at the site a set of black-line prints on which shall be accurately shown the actual installation of all Work done under Division 26 and any variation from the Contract Drawings as reviewed by the Owner's Representative including changes in sizes, locations, and dimensions shall be indicated thereon. At the conclusion of the Work, the Contractor shall furnish record drawings in accordance with the General Conditions and as specified herein.

3.01 FACTORY TEST AND INSPECTION

- A. All equipment shall be shop-assembled and tested in the manufacturer's shop in accordance with recognized standard practices. Factory tests and inspections shall be conducted to verify that the equipment is operating satisfactorily and in compliance with the Specifications.

3.02 INSTALLATION AND TESTING

- A. General: Examine the areas and conditions under which electrical work is to be installed or performed and remedy any conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected.
- B. Existing Facilities: Verify existence, location, and operation of existing electrical facilities to be abandoned, removed, altered, modified and/or temporarily relocated to allow activities during construction of the Work.
- C. Install electrical work. Meet requirements of these Specifications, product manufacturer's instructions, recommended tolerances, and recommended procedures and as indicated by final reviewed submittals for the Work.

3.03 PAINTING

- A. All specified equipment shall be shop-primed and painted in accordance with manufacturer's standard finish.
- B. The Contractor shall be responsible for coordination of the compatibility between manufacturer's standard finish and the field paint specified.

GENERAL PROVISIONS FOR ELECTRICAL WORK

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs for such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

BASIC ELECTRICAL MATERIALS AND METHODS

SECTION 26 00 20

PART 1- GENERAL

1.01 SCOPE

In accordance with the Specifications contained in this Section and as shown on the Drawings, the Contractor shall furnish and install complete, and test, where specified, unless otherwise indicated, the following items of electrical material, equipment and systems for a complete operating electrical installation.

1. Electrical Conduit
2. Electric Outlets/Switches/Devices & Accessories
3. Electrical Motors & Accessories
4. Wire and Cable
5. Electrical Panel(s)/MCC's/Instrumentation
6. Grounding System

PART 2- PRODUCT

2.01 GENERAL

All equipment shall be new and shall be essentially standard products of the manufacturers regularly engaged in the production of the type of equipment specified herein. Like items shall be the product of a single manufacturer.

2.02 RATINGS/SIZES

(As specified in other Sections of these Specifications.)

2.03 DETAILS OF CONSTRUCTION

- A. All permanent foundation materials such as anchor bolts, either embedded in the concrete or required for anchoring, shall be furnished with the equipment. Approved types of expansion anchors may be used where practicable for small equipment.
- B. Each item of manufactured equipment furnished under these Specifications shall have a permanent nameplate affixed thereto in a readily visible place, showing the serial number, the name and address of the manufacturer, rated capacity, speed, electrical characteristics, and other pertinent data, as applicable. Nameplates of distributing agents only, will not be acceptable.
- C. Control panels shall be furnished with the equipment complete with terminal blocks, wiring, and other miscellaneous devices

BASIC ELECTRICAL MATERIALS AND METHODS

as indicated or required by the intended operation of the equipment or by the Drawings or Specifications. The equipment shall include all auxiliary and accessory devices, such as auxiliary transformers, auxiliary relays, protective devices, and resistors, whether or not they are expressly specified or indicated on the Drawings. Adequate provisions shall be made to accommodate, support, and connect cables to the terminal blocks or point of attachment. The Contractor shall locate and arrange his/her terminal blocks so that the external cable connections can be made in a neat and proper fashion. Shielded cables shall be grounded at the panel end only, and shall be terminated on terminal blocks. The shield terminations shall be subject to review.

- D. Control wiring in Control panels shall be Type SIS stranded copper conductors, #14 AWG minimum size, 600-V. Class D stranded wire shall be used for wiring across hinged joints. Wiring shall be neatly arranged, properly supported, and terminated at terminal blocks. At least 20% extra terminals shall be provided at each group of blocks. Control circuits and power circuits shall be completely separated by use of divided cubicles or barriers. Terminal blocks shall be 600-V furnished with covers and marking strips showing the wire designation on the wiring diagrams or as designated by the Owner's Representative. Not more than 2 wires shall be connected to any one terminal screw. Terminals shall be suitable for a maximum external conductor size of #8 AWG.
- E. The surfaces of the panel shall be bonderized (or otherwise treated so as to be substantially corrosion-resistant), primed and finished with 2 coats of the manufacturer's standard gray baked enamel applied in accordance with the manufacturer's directions. The interior surfaces shall be finished and painted in accordance with the standard practice of the equipment manufacturer. All surfaces to be painted shall be thoroughly cleaned, and all oil film and loose scale shall be removed before applying the first coat of paint. The color of the paint will be determined by the Owner. One gallon of finish paint used shall be furnished for touching up damaged surfaces after installation.
- F. Each meter, instrument, operating device, control switch, panel and circuit shall have a nameplate with engraved circuit designation mounted in a clearly visible location. If any of the foregoing devices do not have apparatus designation thereon that is visible from the front, a nameplate with engraved apparatus designation shall also be furnished. Nameplates shall be uniform in shape, size, finish and lettering and be made of laminated black and white micarta or clear plastic material with lettering embossed on the back side and filled-in with opaque paint. The width and depth

BASIC ELECTRICAL MATERIALS AND METHODS

of the lettering shall be so designed as to be legible from reasonable angles of observation. A typical nameplate sample shall be submitted to the Owner's Representative for review.

- G. The Contractor shall size, furnish and install all pads and anchorages required for electrical equipment. The necessary excavation, backfilling, concrete and reinforcing steel shall conform to the requirements of applicable codes and other Sections of these Specifications. The Contractor shall furnish and install all the anchor bolts, pipe sleeves, brackets, leveling and setting plates, etc. when and where required.

PART 3- EXECUTION

3.01 INSTALLATION

The methods of installation of Contractor-furnished equipment and materials are described in subsequent Sections and shall in general be in accordance with the manufacturer's standard procedure and recognized engineering practices.

3.02 TESTS

- A. All electrical equipment, materials, and supplies shall have passed adequate routine factory tests. Field tests shall be made by qualified personnel, having thorough experience in previous jobs of similar scope, approved by the Owner. Field tests shall be made on electrical equipment or on each electrical installation or system as specified below, or as required to establish satisfactory operations and conformance with these Specifications. The tests shall be witnessed by the Owner's Representative. The Contractor shall give the Owner's Representative two weeks' notice in advance of the tests. The Contractor shall furnish all apparatus, materials, labor, and facilities for performing the required tests. Corrections for any defects shall be made by and at the expense of the Contractor to the satisfaction of the Owner's Representative. The Contractor shall submit test methods and a list of test equipment to be used for conducting these tests subject to the review of the Owner's Representative. Records of all tests made shall be kept by the Contractor and furnished to the Owner's Representative in triplicate, no later than 7 calendar days after each test is completed.
- B. Control circuits shall be tested prior to operational testing with the control circuits energized but with the controlled equipment disconnected or otherwise made inoperable. The control systems shall be checked for proper operation by actuating each contact which initiates a control operation,

BASIC ELECTRICAL MATERIALS AND METHODS

and then following the control sequence through the affiliated devices to ascertain that correct results are obtained with each condition of interlocking. The actuating of contacts as required to initiate an operation and to set up interlocking conditions shall be accomplished manually or by simulated operating conditions, whichever is applicable. At this time, adjustments shall be made as required to temperature switches, thermostats, pressure switches, flow switches, position switches, limit switches, auxiliary relays, timers and all other automatic control, interlocking and annunciation devices.

- C. After the individual items of wiring and equipment have been tested and proved satisfactory and the preliminary control tests have been completed, the equipment shall be further tested for satisfactory operation under normal operating conditions. The equipment shall be lubricated, balanced, aligned, adjusted and operated through sufficient sequences and for a sufficient length of time to establish, to the satisfaction of the Owner, that the equipment, including all safety and limit devices, has been correctly installed and operates properly.
- D. Specific tests to be performed in addition to the above tests are given in the Sections in which the equipment or system installation is specified.

3.03 PAINTING

(See Paragraph 2.03, E of this Section).

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for the Work specified in this Section. All costs for such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

SECTION 26 05 19

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section specifies the furnishing, installing, connecting, and testing of all insulated wire and cable required for component parts of electrical power, control, annunciation, low level control, signal, instrumentation, lighting, and telephone, including lugs and terminals, terminal blocks, cable joints, splice connectors, splicing materials, cable grips and wedges, cable clamps, cable supports, cable terminators, identification tags, and other miscellaneous equipment required to make a complete installation ready for operation.

B. Related Work

All equipment to be electrically connected.

1.02 QUALITY ASSURANCE

A. Acceptable Materials

Conductors shall be annealed copper wire, tinned where required and shall conform to the requirements of ICEA Standards.

Cable and wire shall conform to the corresponding requirements of the below listed Applicable Standards.

B. Applicable Standards

Construction and testing of all wire and cable shall conform to the applicable requirements of the ICEA Standard S-19-81, NEMA Pub. WC-4 "Rubber-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy"; ICEA Standard S-61-402, NEMA Pub. No. WC-5, "Thermoplastic-Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy"; or ICEA Standard S-66-524, NEMA Pub. No. WC-7, "Cross Linked Thermosetting-Polyethylene Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy"; ICEA Pub. No. 68-516, NEMA Pub. No. WC-8, "Ethylene-Propylene-Rubber-Insulated Wire and Cable for Transmission and Distribution of Electrical Energy"; or ICEA Pub. No. S-56-434, "Standard for Polyethylene-Insulated Thermoplastic-Jacketed Communication Cables".

LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

Installation shall conform to the requirements of the NEC.

1.03 SUBMITTALS

The Contractor shall submit to the Owner's Representative for review drawings, product specifications, and description, together with installation instructions and field check-out/testing procedures specified in Section 01 33 23 for all cable and wire furnished. Construction and insulation material features of all cable and wire shall be submitted for review. Samples shall be furnished when requested.

PART 2- PRODUCT

2.01 GENERAL

Conductors shall be annealed copper wire, tinned when required and shall conform to the requirements of ICEA Standards.

2.02 SIZE REQUIREMENTS

Not less than required by NEC and as shown on the Drawings.

2.03 DETAILS OF CONSTRUCTION

A. 600-V Power and Lighting Cable

Service entrance cables and any other power and lighting cables installed in conduits which are routed in concrete slabs or underground shall be type RHH-RHW-USE with insulation suitable for 600-V operation. Branch power and lighting circuits installed in conduits which are routed on walls or on trapeze on ceiling shall be Type XHHW-2, with insulation suitable for 600-V operation. No wire smaller than No. 12 AWG shall be used. Conductors No. 10 AWG and smaller may be solid. Conductors larger than No. 10 AWG shall be Class B stranded.

B. Control, Instrumentation, and Annunciation Cable

Control, instrumentation, and annunciation cable shall be single conductor suitable for 600-V service. Cable shall consist of Class B stranded conductors with insulation the same as that for 600-V power cable specified above. An overall outer jacket of polyvinyl chloride or neoprene shall be provided. Individual conductors of a multi-conductor cable shall be color coded.

C. Low Level Control, Instrumentation, and Signal Cable

The low level control, instrumentation and signal cables for carrying digital, analog, audio, or DC pulsed signals shall

LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

have individually shielded twisted pairs, PVC insulated for 600-V service, with overall shielding, and PVC jackets. The conductor shall be Class C stranded, No. 16 AWG or larger. Individual conductors of all twisted pairs shall be color Coded.

D. Telephone Cable

Telephone cable shall consist of No. 16 AWG or larger conductors with polyethylene insulation made up in color-coded twisted pairs to reduce crosstalk, a nonhygroscopic tape cable binder, a copper tape shield, and a polyethylene jacket.

E. Fixture Wire

Fixture wire shall be No. 14 AWG or larger with Class B stranding and with construction conforming to NEC, Type SF-2, consisting of a silicone rubber insulation with a protective woven fiber glass braid.

PART 3- EXECUTION

3.01 FACTORY TESTS AND INSPECTION

Routine factory testing and inspection shall be performed in accordance with the requirements of the applicable standard.

3.02 INSTALLATION AND TESTING

A. Installation

1. Cable runs shall be continuous from terminal to terminal to the extent permitted by available commercial lengths. If splices are made in a run, they shall be made in boxes provided for the purpose and in an approved manner. The splicing process shall produce a joint which is as moisture-proof as the cable itself. Splices concealed in conduit shall not be permitted.
2. Insulated wire and cable shall be handled with care so as to avoid kinking and damage to insulation and outer jackets. Cables shall not be bent around a radius less than that recommended by the manufacturer.
3. The Contractor shall furnish all boxes, lugs, terminal blocks, and spade or ring terminals required where not furnished with the equipment and shall make all connections required to provide a complete installation ready to operate.

LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

4. Cable identification tags of a permanent type shall be provided and installed on all cables used for power, control, annunciation, telephone, metering and relaying, and lighting (except branch lighting conductors) for easy identification of the cables. Splices made in boxes shall also be permanently and prominently tagged. Tags shall bear the cable or wire designation shown on the Drawings or as directed. Samples of the proposed tags shall be submitted for review.
5. Wires and cables, in addition to being permanently tagged for identification, shall also be color coded as much as possible, except that Green shall always be used exclusively for "Ground" and White always for "Neutral" or "Return". In 1-ph service, Black shall always be "Hot". Switch and branch legs may be Red, Blue, Brown, Orange, Purple, or Yellow.
6. No cable shall be pulled into conduit unless the conduit is clean and dry.
7. Cable wedges, basket-weave grips, and clamps shall be furnished and installed to support vertical or inclined cable runs as shown on the Drawings or as required. Cables passing through hand holes shall be grouped, formed along the walls, and supported on brackets.
8. Sufficient slack shall be allowed in each run to permit contraction and expansion. Where a number of single conductor cables or wires comprising a circuit are trained through a pullbox, terminal box, or wiring gutter, they shall be neatly laced and tied together. Lacing shall also apply from the point of leaving a raceway to the point of attachment on the terminals of the Service Entrances/Switchboard, Motor Control Centers, Control Cabinets, or other devices unless the run will be in conduit. Lacing cord and the method of lacing shall be subject to review. Exposed wires and cables shall be cleaned of all wire pulling lubricant which may have remained on the cables after pulling through conduits or ducts.
9. Cables entering free standing equipment compartments from below shall be supported near the floor by means of approved cable clamps and brackets.
10. Metallic braid or tapes of shielded cables shall be grounded at only one end of the cables.

LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

11. Connections in wires and cables shall be made in conformance with National Electrical Code.
12. Splicing of wires and cables shall be made in appropriately sized enclosures, as follows:
 - a) Lighting wires and cables AWG sizes 14-10 shall be spliced by means of spring action type, insulated, color coded connectors, Scotchlock or equal. Connectors shall be individually sealed by means of Scotchlock or equal, connector sealing compound.
 - b) Power and control cables AWG sizes 14-6 shall be spliced using in line compression type copper connectors.
 - c) Power cables AWG sizes 4-350 MCM shall be spliced using compression type, one or two holes straight copper lugs.
13. Any and all excavation, trenching, concreting, backfilling required for the installation of wire and cables, shall be performed by the Contractor and at the Contractor's expense.

B. Testing

1. All circuits shall be rung-out or talked-out with proper signaling devices, and with all equipment disconnected at each end, to indicate that the circuit is continuous.
2. Resistance measurements shall be taken after installation on all wire and cable, but before connections are made to equipment terminal, including shielded cables but excluding telephone circuits, to determine the adequacy of the insulation. Each circuit shall be tested for insulation between conductors, and between conductors and ground. Insulation resistances shall not be less than 1,000,000 Ohms to ground when testing with a 500-V DC direct reading "Megger" Ohmmeter.

3.03 PAINTING

(Not applicable to this Section).

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made at the lump sum price for Item 26 05 19/01, Low Voltage Electrical Power Conductors and Cables, in the Schedule of Prices.
- B. This price shall be full compensation for furnishing all materials; and for all preparation; and for all labor, equipment, tools, and incidentals necessary for the Work as required by the Specifications and Drawings.
- C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

END OF SECTION

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

SECTION 26 05 26

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section covers the grounding system(s) to be furnished, installed and tested as specified herein and as shown on the Drawings. All related fittings and connections where required, not otherwise specifically provided for in these Specifications but necessary to complete the system, shall be included under this Section of Work.

B. Related Work

1. All electrically connected equipment and components.
2. All non-current carrying metal parts.
3. Other Sections as specified herein.

1.02 QUALITY ASSURANCE

A. Acceptable Manufacturers

1. Connectors and Fittings: Cadweld
2. Other items as specified.

B. Applicable Standards

The grounding system(s) shall conform to the applicable requirements of the National Electrical Code.

1.03 SUBMITTALS

The Contractor shall submit to the Owner's Representative for review drawings, product specifications and description as specified in Section 01 33 23 for all equipment furnished.

PART 2- PRODUCT

2.01 GENERAL

All electrically connected equipment and components shall be grounded. Grounding shall be furnished complete and shall permanently and effectively ground neutral points of transformers, electrical equipment frames, conduits, and all non-current carrying metal parts including structural steel

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

as shown on the Drawings and as specified herein.

2.02 GROUNDING REQUIREMENTS

Measurement of ground resistance shall be made by an approved method. If the measured value of ground resistance exceeds the required value, additional grounding cables and/or ground rods shall be installed as directed. The required value of grounding resistance shall not exceed 10 ohms.

2.03 DETAILS OF CONSTRUCTION

A. Ground Conductors

Ground conductors shall be soft drawn, Class B stranded copper cables, and copper bus bars. Conductors shall be bare except as otherwise shown on the Drawings.

B. Ground Rods

Ground rods shall be 5/8" (minimum) diameter, copperweld, 8-ft. minimum length buried depth and UL 467 listed.

C. Connections

Cable-to-cable and cable-to-ground rod connections within the grounding system shall be made by the fusion welding process. The cable shall be cleaned of all dirt, grease, moisture, and oxidation before connections are made. Soldered connections will not be accepted.

PART 3- EXECUTION

3.01 INSTALLATION AND TESTING

A. Installation

1. Connections to building steel, reinforcing steel, embedded metal, stairs, hatches, and other metalwork shall be welded except connections to galvanized equipment which shall be made with bolted copper lugs welded to the cable.
2. Ground cables embedded in concrete shall cross expansion or contraction joints at right angles to the joint and shall be installed in such a manner that movement will not damage the cable. All metal conduit shall be grounded by means of independent copper connections to the ground system. Grounding bushings may be used to establish ground connections to the conduit.

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3. Where ground taps emerge from concrete, grounding inserts or pads shall be furnished and installed flush with the finished concrete. Grounding inserts shall be Cadweld Type B-164 Ground Connectors, or AMPACT ground pad type 276950-1, or equal. Ground connections to switchboard, motors, motor control centers, and other equipment can be made by copper cable taps from the ground system brought out of the concrete provided that the location of the equipment is known and the taps can be correctly placed.

B. Tests

The grounding system(s) shall be tested for continuity of all ground connections and for overall resistance to ground of the entire interconnected grounding system. Three certified copies of the field tests shall be furnished to the Owner's Representative. The Contractor shall notify the Owner's Representative 48 hours prior to field testing so that such tests may be witnessed.

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

4.02 PAYMENT

Payment will not be made for the Work specified in this Section but shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

END OF SECTION

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

SECTION 26 05 33

PART 1- GENERAL

1.01 SCOPE

This Section covers the general provision for furnishing and installing all conduits, related boxes and fittings, and associated accessories as required for the electrical power, control, annunciation, instrumentation, communication, and lighting systems as shown on the Drawings and as specified herein. All necessary hardware including, but not limited to screws, bolts, hangers, concrete inserts, clamps, locknuts, bushings, sealing bushings, couplings, pulling-in irons, identification tags, etc. shall be included.

1.02 QUALITY ASSURANCE

A. Acceptable Manufacturers

Shall include but not be limited to LTV Steel Company, Allied Tube and Conduit Corporation, The Steelduct Company, American Brass Company, Republic Steel.

B. Applicable Standards

All Work shall conform to the applicable provisions of the codes, standards, and Specifications, as specified herein, and the following:

<u>Name</u>	<u>Abbreviation</u>
Specifications for Rigid Steel Conduit, Zinc Coated	ANSI C80.1
Specifications for Fittings for Rigid Metal Conduit and Electrical Metallic Tubing	ANSI C80.4
Conduit Fittings and Accessories	NEMA FB-1
Outlet Boxes and Fittings	UL-514
National Electrical Code	NEC

1.03 SUBMITTALS

- A. The Contractor shall submit to the Owner's Representative for review drawings, product specifications and descriptions, together with operating and maintenance instructions, specified in Section 01 33 23 of all equipment furnished.

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- B. As part of the Record Drawings submitted, the Contractor shall submit a conduit schedule at the completion of the Project. The conduit schedule shall contain, as a minimum, the following information for each run of conduit.
1. Conduit designation.
 2. Conduit type and size.
 3. Routing: the routing shall identify the equipment (from-to) connected at the conduit termination.
 4. Description of cables installed in the conduit including function of cables.

PART 2- PRODUCTS

2.01 GENERAL

Electrical conduit and related fittings shall be U.L. listed. The conduit inside diameter shall have a smooth finish to facilitate fishing and/or pulling of wires and cables. Where flexible conduits are used they shall be of the liquid tight type.

2.02 SIZE REQUIREMENTS

Conduits smaller than 3/4-inch diameter shall not be allowed. Conduit sizes shall be as shown on the Drawings. In cases where conduit sizes are not shown on the Drawings, the minimum size shall be in accordance with the applicable provisions of NEC.

2.03 DETAILS OF CONSTRUCTION

A. Rigid Metal Conduit and Fittings

1. Rigid metal conduit shall be heavy wall, hot-dip galvanized steel. Thin wall conduits and metallic tubing are not acceptable unless specifically shown on the Drawing or specified for use in other Sections of these Specifications.
2. Metal conduit fittings and covers shall be galvanized or sherardized iron or malleable iron castings with gaskets as required. Composition or rubber gaskets shall be provided where required to prevent entrance of moisture.
3. Rigid metal conduit expansion joint fittings shall consist of standard manufactured products, designed so

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as to prevent damage to the cables and equipped with approved means of providing electrical continuity of the conduit run. Expansion joint fittings shall permit a small amount of transverse movement as well as longitudinal movement. All couplings and fitting joints shall be of the threaded type.

4. Aluminum shall not be used either for conduits, fittings, pullboxes, junction boxes, or any other electrical device, unless otherwise specifically shown on the Drawings.

B. Flexible Liquid-Tight Conduit

1. Flexible liquid-tight conduit shall be "Sealtite Type UA".
2. The conduit shall consist of an interlocked galvanized steel core and a liquid tight cover made of polyvinyl chloride synthetic resin. A ground bonding conductor shall be included.

C. Electrical Metallic Tubing (EMT) and Related Fittings

Electrical metallic tubing shall comply with FS WW-C-563 and ANSI C80.3. EMT fittings shall comply with FS W-F-408. EMT shall be provided only as shown on the Drawings or as otherwise specified in other Sections of these Specifications. Couplings, connectors and other fittings for EMT shall be cadmium or zinc plated steel, or cadmium plated malleable iron and shall be raintight, compression type.

D. Rigid Nonmetallic Conduit

1. Rigid nonmetallic conduit shall be of the polyvinyl chloride (PVC) type, schedule 80 as shown on the Drawings, and shall be in accordance with the applicable requirements of NEC.
2. The conduit, fittings and accessories shall be manufactured from polyvinyl chloride complying with ASTM D1784 and shall comply with all the applicable requirements of NEMA Publication No. TC2, UL 651 for EPC-40-PVC and N.E.C. Article 347.
3. Fittings and accessories for the electrical plastic conduit shall comply with all applicable requirements of NEMA Publication No. TC3.
4. The solvent cement used to join the conduit and fittings shall meet the requirements of ASTM D2564.

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E. Junction, Outlet, Terminal, and PullBoxes and Covers

Junction, outlet, and pullboxes and covers shall be constructed of stainless steel, painted aluminum, sheet steel or cast-metal as shown on the Drawings. Covers shall be secured with screws, except for boxes 16 inches or larger which shall have piano hinged covers with quarter turn screws, or as otherwise specified. Gaskets shall be provided for all boxes and be padlockable. Terminal boxes shall be furnished with UL listed terminal blocks as required and as indicated on the Drawings for the wire sizes indicated.

F. Handholes

1. Handholes and covers shall be made of precast polymer concrete reinforced with fiberglass. Enclosures, boxes and covers are required to conform to all test provisions of the most current ANSI/SCTE 77 "Specification for Underground Enclosure Integrity" for a minimum Tier 15 rating, or as otherwise indicated on the Drawings. When multiple "Tiers" are specified the boxes must physically accommodate and structurally support compatible covers while possessing the highest Tier rating. All covers are required to have the Tier level rating embossed on the surface. In no assembly can the cover design load exceed the design load of the box. All components in an assembly (box and cover) are manufactured using matched surface tooling. Handholes (including box and cover) shall be UL listed.
2. Handholes shall be as indicated on the Drawings and shall be stackable straight wall enclosures, provided with skid resistant, 2-bolt lids, engraved with specified logo. Handholes shall be provided with stainless steel hardware and cable racks/hooks.

PART 3- EXECUTION

3.01 FACTORY TEST AND INSPECTION

Routine factory testing and inspection shall be performed in accordance with the requirements of the applicable standard.

3.02 INSTALLATION AND TESTING

A. General

Any and all excavation, trenching, coring, backfilling, incidental concreting (not part of a structure in which conduits are embedded) and/or concreting required for duct banks, etc. as required for the installation of Electrical

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

Conduit shall be performed by the Contractor at the Contractor's expense. Installation of all raceway conduits and fittings shall be in accordance with these Specifications, manufacturer's recommendations, applicable standards, codes and regulations, and best engineering practices.

B. Installation of Rigid Steel Conduit

1. Installation of all conduits, boxed fittings, and accessories shall conform to the requirements of the "National Electrical Code", insofar as this is applicable. During installation, precaution shall be taken to protect the conduits and conduit threads from mechanical injury. The ends of conduits shall be sealed in an approved manner during installation whenever the work is interrupted. Runs shall be sealed upon completion by the use of caps and discs or plugs. The seals shall be maintained, except during inspection and tests, until the conductors are pulled in. Conduits shall be inspected before conductors are installed and thoroughly cleaned of water and dirt by means of compressed air, swabs or other approved methods. Conduits shall be checked for freedom from obstructions by pulling a wooded mandrel of the proper size through the conduit. All boxes and fittings shall be kept closed and free from dirt, moisture, and debris.
2. Each run of conduit between boxes or equipment shall be electrically continuous. Threads shall conform to ANSI-B2.1 standards for taper pipe threads. Conduits shall be cut square, ends reamed and threads cut with approved dies. Running or non-tapered threads will not be permitted. Conduits entering slip holes in boxes shall be secured with a locknut on each side at the box wall and terminated with bushings.
3. Threaded conduit joints shall be made watertight by use of red lead and oil, white lead and oil, or other approved compounds. Threaded joint compound shall be electrically conductive.
4. Exposed conduit shall be 3/4 inch IPS or larger and shall run in straight lines parallel to walls, beams or columns. Required offsets shall be accomplished by use of uniform offsets, bends, conduit fittings, or standard boxes. Where conduits are grouped, the offsets shall be made in a manner which will present a uniform and symmetrical appearance.
5. Conduits shall be supported as required by NEC. Capped conduit and conduit terminating in boxes or fittings

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shall be supported as close to the terminal as possible but in no case farther than 3 feet from the terminal. Galvanized clamps, U-bolts, and J-bolts shall be used to fasten conduits. Boxes and equipment housings shall be supported independently of the conduits. Conduits and boxes shall not be fastened directly to concrete but shall be spaced away by means of one inch galvanized metal channels or spacers. Machine screws or bolts set in concrete inserts or cinch anchors shall be used for securing clamps and boxes to concrete or to steel supporting channels. The use of explosive-driven anchors for securing clamps, supports, and boxes to concrete will not be permitted, except in such cases where special permission has been obtained in writing from the Owner.

6. Exposed conduits inside building shall run supported on walls or on trapezes away from wall.
7. Conduit embedded in concrete shall be one inch or larger, unless otherwise shown on the Drawings. Embedded conduit shall be sloped towards drain points and shall be rigidly supported and braced to avoid shifting during placement of concrete. Embedded conduit runs parallel to concrete surfaces shall be located behind the reinforcing steel except at terminal connections to outlets or junction boxes. Conduit extending out of concrete walls, floors, or beams shall be at right angles to the surface.
8. Minimum spacing of conduits embedded in concrete shall be as required by N.E.C. for proper conductor heat dissipation. The minimum spacing shall be maintained except where approaching and entering a box or panel. Conduit spacing shall also permit the flow of concrete between them.
9. Conduits embedded in concrete and terminating at motors or other equipment mounted on concrete bases shall be brought up to the equipment within the concrete base wherever possible.
10. All conduit boxes shall be so located that covers and openings are easily accessible. They shall be installed parallel with building lines, and where embedded shall be flush with the surface of the finished floor, wall, or ceiling. The Contractor shall remove and reset all boxes not properly installed or shifted out of line during concreting, whenever required or directed.
11. Conduits shall have long-sweep field bends wherever possible, but shall in no case have smaller radii bends

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than are allowed by NEC or as recommended by the manufacturer whichever is the most stringent. All field bends shall be manufactured bends or made with a bending machine or other approved device. Field bends shall not reduce the internal diameter of the conduit or injure the protective coatings. The bend shall be free of kinks, indentations, or flattened surfaces. Heat shall not be applied. Standard bends shall be used where conduits turn out of the concrete, at the conduit terminations, and at electrical equipment. Where conduits enter switchgear cubicles or other enclosures, they shall be located by template.

12. Where conduits cross expansion joints or contraction joints, they shall be installed perpendicular to the plane of the joint and shall have expansion fittings. Expansion fittings shall be as follows:
 - a. Expansion fittings for exposed conduit shall have external bonding jumpers for ground continuity and shall be O.Z. Electrical Mfg. Co. Type Ex, Crouse-Hinds Type XJ, or equal.
 - b. Expansion fittings embedded in concrete shall be expansion deflection type consisting of molded neoprene sleeves with bonding jumpers passing through separate waterproof compartments, and two silicon bronze couplings. They shall permit a 3/4-inch expansion and contraction and a 3/4-inch deflection without deformation.
13. All conduits shall be installed as shown on the Drawings, with the exact location and routing to be determined in the field as required.
14. Cable runs shall be segregated so that no two of the following types of cable occupy the same conduit:
 - a) 480-V power cable.
 - b) 240/120-V, AC, miscellaneous lighting and receptacle circuit cable; plug-in type.
 - c) 240/120-V, AC, power and control cable.
 - d) Low voltage or current, DC, control cable.
 - e) Instrumentation cable.
15. Conduits penetrating walls, ceilings and floors of buildings and/or structures shall be sealed as shown on the Drawings. Sealing of conduit ID shall be by combination seal/drain fittings where shown on the Drawings. Sealing of conduit OD shall be by means of conduit sleeve and sealing compound. Sealing compound

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shall be of a type approved for the conditions and use.

C. Installation of Flexible Liquid-Tight Conduits

1. Flexible liquid-tight conduits shall be used for connection to motors and to any other equipment subject to vibration. Liquid-tight fittings and connectors shall be used in conjunction with the liquid-tight flexible conduit installation.
2. Flexible liquid-tight conduit lengths shall not exceed 6 feet.

D. Installation of EMT Conduits and Fittings

1. Installation of EMT shall conform to the applicable requirements of rigid steel conduits as previously specified.
2. EMT conduits shall be connected to the outlet boxes and panelboards by means of "gland" type connectors. Couplings between conduits shall be "gland" couplings. Conduits shall enter all couplings and connectors the full distance required and shall be securely held in place by a tightening of a "Locking Nut".
3. EMT shall not be embedded in concrete, used in hazardous locations where explosion-proof equipment is required, or buried in earth. Indentor or set screw type fittings shall not be used.

E. Installation of Rigid Nonmetallic (PVC) Conduits

1. Installation of rigid nonmetallic (PVC) conduit shall conform to applicable requirements of installation of rigid steel conduits as previously specified. Installation of rigid nonmetallic (PVC) conduit shall be as shown on the Drawings and shall be in accordance with the manufacturer's recommended procedures.
2. Installation shall meet the requirements of N.E.C. Article 347 Part A.
3. The conduit shall be cut square. All burrs shall be removed from the inside and outside of the conduit.
4. Bending:
 - a) Bending of the conduit shall be made so that the conduit will not be injured and the internal diameter of the conduit will not be effectively

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reduced. Bends shall be made with a standard PVC pipe bending equipment.

- b) The conduit section shall be heated evenly over the entire length of the bend. The use of torches or other flame-type devices will not be allowed. Sections showing evidence of scorching or discoloration shall not be acceptable for use on the project.
- c) The radius of the bend shall not be less than that shown in Table 346-10 of the National Electric Code.

5. Joints:

- a) All joints shall be test mated without forcing. The socket depth of the fitting shall be marked on the outside of the conduit without scratching or damaging the surface. The conduit should enter the fitting for the full depth of the socket depth.
- b) Before applying cement, the surfaces to be joined shall be wiped clean and free of dirt, oil, grease or moisture. The solvent cement shall be applied to the conduit and fittings quickly, consistent with good workmanship. Under conditions of high humidity, a second full coating of cement shall be applied to the conduit before insertion.
- c) Immediately after applying the coat of cement to the conduit and fittings, the conduit shall be inserted into the fitting socket until it bottoms at the fitting shoulder. The conduit shall be turned 1/4 turn during insertion to distribute the cement evenly. Excess cement shall be wiped away from the outside of the joint.
- d) Newly assembled joints shall be handled carefully until the cement has gone through the set period. The recommended set periods are related to temperature as follows:

60 to 100 degrees F:	30 minutes
40 to 60 degrees F:	1 hour
20 to 40 degrees F:	2 hours
0 to 20 degrees F:	4 hours

6. Conduit Encased in Concrete:

- a) Underground concrete-encased conduit shall be supported on plastic spacers specifically designed

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for the purpose spaced along the length of the run as recommended by the manufacturer. Spacing between raceways within a common duct bank shall be not less than 3 inches. Concrete cover overall shall not be less than 3 inches all around the encased run. Space below the conduit, and concrete fill shall be assured. Care shall be exercised during concrete placement to assure that there are no voids, so that spacers are undisturbed, and so that conduit joints stay secure and unbroken. When pouring concrete the concrete shall be deflected or diverted during placement to minimize the possible damage to or movement of the conduits.

- b) Conduit encased in concrete shall have steel reinforcing where installed below roadway or other paved vehicle areas (including shoulder) and the reinforcement shall extend not less than 5 feet additional from the edge of pavement unless otherwise indicated. Steel reinforcement shall not be less than No. 4 bars at corners and otherwise spaced on 12-inch centers, tied with No. 4 bars on 12-inch centers. Reinforcement shall be provided as shown on the Drawings and in accordance with Section 032000.

7. Expansion Fittings

- a) Expansion fittings shall be provided for all runs crossing structural expansion joints.
- b) Expansion fittings, as specified herein, shall be installed in all raceway runs crossing structural expansion joints. Unless otherwise indicated or approved by the Owner's Representative expansion fittings shall include an 8-inch expansion fitting plus a deflection fitting allowing not less than a 3/4-inch deflection in any direction. The drawings shall be examined to determine complete extent of expansion joints.
- c) Concrete shall be formed around the expansion fittings in a manner to permit their movement as specified.

3.03 PAINTING

(Not applicable in this Section).

RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made at the lump sum price for Item 26 05 33/01, Raceways and Boxes for Electrical Systems in the Schedule of Prices.
- B. This price shall be full compensation for furnishing all materials; and for all preparation; and for all labor, equipment, tools, and incidentals necessary for the Work as required by the Specifications and Drawings.
- C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

END OF SECTION

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SECTION 27 51 25

PART 1- GENERAL

1.01 SCOPE

A. Description

This Section covers the instrumentation equipment and software, together with related hardware and accessories to be furnished, installed, programmed and tested as shown on the Drawings and as specified herein. All piping, conduits, wiring, fittings, connectors, supports and anchors, where required shall be included under this Section of Work.

B. Related Work

1. Division 26 - Electrical.
2. Other Sections as specified herein.

1.02 QUALITY ASSURANCE

A. Acceptable Manufacturers

1. Allen Bradley
2. WIN911
3. Rockwell ViewPoint
4. Dell

B. Applicable Standards, Codes and Permits

All Work performed and all materials furnished or otherwise used shall be in accordance with the National Electric Code, the National Electrical Safety Code, and applicable local regulations and ordinances. Where required by applicable codes, materials and equipment shall be listed by Underwriters' Laboratories or other testing organizations acceptable to the governing authority. The Contractor shall, at his/her own expense, arrange for and obtain all necessary permits, inspections, and approvals by the proper authorities in local jurisdiction of such Work.

C. Coordination

Instrument and control systems shall be designed and coordinated for proper operation with related equipment and materials furnished by other suppliers under other Sections of these Specifications, and where applicable, to related existing equipment. All instruments and control

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devices shall be applied in full conformity with the drawings, specifications, engineering data, instructions, and recommendations of the instrument or device manufacturer and the related equipment manufacturer.

Review of drawings submitted prior to the final determination of related equipment shall not relieve the Contractor from supplying systems in full compliance with the specific requirements of the related equipment.

Related equipment and materials may include, but will not be limited to, water level controls, pressure sensing devices, supervisory control equipment, telemetry, flow meters, conduit, cable, and piping as described/specified in other Sections of these Specifications all as associated with this Project.

Installation drawings shall be prepared for interconnecting wiring and piping between the related equipment and the equipment furnished under this Section. All interconnecting wiring shall be appropriate for the service and shall result in a properly functioning system.

Coordination with other sub-contractors and/or Owner designated contractors, and supervision of installation shall be provided by the Contractor as required during construction.

1.03 SUBMITTALS

The Contractor shall submit to the Owner's Representative for review detailed shop drawings, product specifications and descriptions, including control schematic diagrams, internal wiring diagrams, interconnecting wiring diagrams, sample screen displays, together with instruction manuals, installation instructions, operating and maintenance manuals and field check-out, start-up and testing procedures as specified in Section 01 33 23 for all equipment furnished.

1.04 RESPONSIBILITY

Contractor shall integrate the existing water tower/pressure adjusting station (PAS) and the western pressure adjusting station into the City's new SCADA system.

Contractor shall provide necessary equipment and make necessary modifications to existing equipment to allow for proposed SCADA improvements to be integrated into the new SCADA system.

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PART 2- PRODUCTS

2.01 GENERAL

- A. The existing PAS controls shall communicate with the new SCADA system and operate via signals from the SCADA system for visualization, reporting and monitoring by City personnel.
- B. All equipment furnished under this Section shall be selected by the System Integrator for its superior quality and for its intended performance. All equipment shall be installed in accordance with the manufacturer's instructions.

2.02 PROPOSED SCADA IMPROVEMENTS

A. General

Contractor shall integrate the existing water tower/PAS and western PAS into the City's new SCADA system.

B. Project Scope

Work of the proposed SCADA improvements includes but is not limited to providing acceptable materials and methods for modifying the existing SCADA system including the following:

1. New Office SCADA system based upon:

- 1 - Dell Optiplex Small Form Factor computer with solid state drive
- 1 - Dell 27" Monitor
- 1 - Rockwell Software FactoryTalk View Studio License
- 1 - Rockwell Software FactoryTalk View Station 25 Display License w/ Viewpoint
- 1 - WIN 911 Interactive Software License
- 1 - WIN 911 Factory Talk A&E License
- 1 - WIN 911 Cellular Modem (Verizon account & sim card by Oakbrook Terrace)
- 1 - N-Tron 5 port managed switch (2) STS fiber & 3 copper
- 1 - 24 VDC power supply
- 1 - EWON wireless access point (Verizon account & sim card by Oakbrook Terrace)

2. New Tower PLC & Local HMI System based upon:

- 1 - Allen Bradley Compactlogix 5069 PLC processor
- 1 - Allen Bradley 5069 serial module

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- 2 - Allen Bradley 16 point DC input module
- 1 - Allen Bradley 16 point contact output module
- 1 - Allen Bradley 8 point analog input module
- 3 - Allen Bradley 4 point analog output module
- 1 - Allen Bradley PanelView Plus 7 Standard color touch HMI
- 1 - N-Tron 5 port managed switch (2) STS fiber & 3 copper

3. **New PAS PLC & Local HMI System** based upon:

- 1 - Allen Bradley CompactLogix 5069 PLC processor
- 1 - Allen Bradley 5069 serial module
- 1 - Allen Bradley 8 point analog input module
- 1 - Allen Bradley 4 point analog output module
- 1 - Allen Bradley PanelView Plus 7 Standard color touch HMI
- 1 - N-Tron 4 port unmanaged switch

4. **Engineering** including:

- Converting the existing RSView application for use on Factory Talk SE
- Creation of new Factory Talk screens for mobile use
- Installation and configuration of ViewPoint server software
- Installation and configuration of WIN 911 software
- Hardware engineering for office configuration changes
- Hardware engineering for all Tower changes
- Hardware engineering for all PAS changes
- PLC program engineering for Tower PLC
- HMI program engineering for Tower PanelView
- PLC program engineering for PAS PLC
- HMI program engineering for PAS PanelView
- Set-up and configuration of EWON wireless access point

5. **Installation and Commissioning** including:

- Office computer and fiber optic communications using existing fibers
- Tower PLC, HMI, and other products listed above
- PAS PLC, HMI, and other products listed above

Notes:

- N.1.** Existing fiber optic cables must be in good working order.

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- N.2. The existing HMI application will be converted for use on Factory Talk SE.
- N.3. The existing reporting functions provided in the RSView 32 are not currently used and will not be redesigned for use in Factory Talk SE.
- N.4. The existing radio telemetry between the tower and PAS will be reused.
- N.5. The City of Oakbrook Terrace is to provide the cellular sim card for the WIN-911 cellular modem.
- N.6. The City of Oakbrook Terrace is to provide the cellular sim card for the EWON cellular access point.
- N.7. WIN-911 Mobile has an annual maintenance plan the City of Oakbrook Terrace would need to subscribe to.
- N.8. All removed components will remain the property of the City of Oakbrook Terrace.

The System Integrator shall assume "Unit Responsibility" for the complete SCADA/Communications modifications package. The System Integrator shall be responsible to provide all controls and appurtenances required for a fully functional system. In order to ensure compatibility and overall system function it is the intent of these Specifications that all of the components, specified herein, shall be supplied by a single System Integrator vendor and the equipment software and communications shall be compatible with City's existing PAS/Water system.

2.03 SCADA COMPUTER DISPLAY SCREENS

- A. General. The System Integrator shall provide programming and graphical screen development services required for proper SCADA software development. SCADA software for the computer shall produce and display the following graphic screens or data:

- 1. General Information Screens including:

- PAS Incoming from DWC and Discharge Pressure and Flows
- System Alarms / Failures Annunciation
- Power Status
- Tower Water Level
- Flow Rates

- B. Screen/Graphic Details. The new screens and graphics shall be approved by the Owner's operator and/or Owner's Representative for required content of monitoring functions.

SCADA package graphic screens shall be 256 color. Software shall provide the option to create and load bit-mapped

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pixel level graphic screens in .cut, .pic or .pex format or GUI interfaced object oriented vector based format.

1. Graphical Reports including:

- 24 Hour Graph of Meter Flow Data, Discharge Pressure and Tank Water Level
- 7 Day Graph of Meter Flow Data and Tank Water Level
- Flow Totalizer
- Alarms

2.04 COMMUNICATIONS

Use existing radio telemetry for general SCADA communication between Tower PAS and Western PAS and cellular communication for alarms and remote access.

PART 3- EXECUTION

3.01 FACTORY TEST AND INSPECTION

All equipment shall be inspected and tested in the manufacturer's shops to the extent practical. Factory tests and inspections shall be conducted to verify that the equipment is operating satisfactorily. Minimum requirements of such tests and inspections shall be in accordance with the manufacturer's standard practice and/or other recognized procedures. Electrical monitoring and control devices shall be functionally tested to verify correct operation and that all components function properly.

3.02 INSTALLATION AND TESTING

A. General

The equipment shall be installed as shown on the Drawings and in accordance with the manufacturer's instructions and recommended best practices. All necessary fittings, connectors, supports, anchors and other items required for installation and testing shall be furnished. All items of equipment shall be operated, adjusted and tested for proper performance in accordance with the manufacturer's recommended test procedure.

B. Instrumentation Installation

The instrumentation equipment shall be installed by the Contractor or his/her subcontractors. The services of the System Integrator's technical representative shall be

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provided as necessary to calibrate, test and advise others of procedures for installation, adjustment and operation of equipment, devices, components, etc. all in accordance with the requirements of other Sections of the Specifications. System Supplier shall be responsible for performing any and all software engineering and programming/calibrating required by these Specifications and as directed by the Owner to provide a complete and operational installation. The System Integrator's technical representative shall be factory-trained and shall perform all necessary coordination to check-out, start-up and place into operation the water works facilities as well as instruct Owner personnel in the control and operation of the herein specified equipment.

Installation of instrumentation equipment shall be in accordance with the following:

1. Field Wiring. Field wiring materials and installation shall conform to the requirements of the electrical Sections.
2. Field Piping. Field piping materials and installation shall conform to the requirements of the piping Sections.
3. Field-Mounted Instruments. Instruments shall be mounted so that they may be readily approached and easily serviced and so that all appurtenant devices may be easily operated. Installation details for some instruments are indicated on the Drawings. Unless otherwise indicated on the Drawings, instruments which include local indicators shall be mounted so that the indicator is approximately 5'-0" above the floor. Indicators shall be oriented for ease of viewing. Transmitters shall be mounted on corrosion-resistant pipe supports suitable for floor, wall or bracket mounting.
4. Field Calibration. A technical representative of the System Supplier shall calibrate each instrument and shall provide a written calibration report for each instrument indicating the results and final tuning adjustment settings. Instrument calibration shall be accomplished prior to a checkout of the operation of the system. Field calibration work shall also include any and all necessary software modification required.
5. Systems Check. A technical representative of the System Integrator shall participate in the checkout of the control systems. If interrelated devices

SCADA SYSTEM

furnished by other suppliers, such as valve actuators, and/or motor controls, do not perform properly when placed in service, the technical representative shall use suitable test equipment to introduce a simulated signal to verify or measure signals from those devices as may be required to locate the source of trouble or malfunction. A written report stating the results of such tests shall be furnished, if requested by the Owner's Representative, as necessary to assign responsibility for corrective measures.

C. Customer Training

The coordinating System Integrator shall provide a qualified representative at the job site to train the Owner's personnel in operating and maintaining the equipment. The representative shall be a skilled, factory-trained technician capable of providing services to supervise and inspect the installation and start-up operation of all systems, as well as to instruct Owner's operating personnel in the operation and maintenance of the equipment. The training session shall include a technical explanation of the equipment and an actual hands-on demonstration. **The training session shall consist of 2 full 8 hour consecutive working days, and the schedule shall be arranged and coordinated with the Owner.**

3.03 PAINTING

All equipment specified in this Section shall be shop painted with the manufacturer's standard finish.

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be made at the lump sum prices for Items 27 51 25/01 through 27 51 25/05, in the Bidding Schedule.
- B. These prices shall be full compensation for furnishing all materials; for all preparation/installation/programming, and placing of the materials; and for all labor, equipment, tools and incidentals necessary to complete these items for instrumentation equipment installation as shown on the Drawings.

SCADA SYSTEM

- C. Payment will not be made for any other items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Bidding Schedule.

END OF SECTION

GENERAL PROVISIONS FOR MECHANICAL WORK

SECTION 33 05 50

PART 1- GENERAL

1.01 SCOPE

- A. This Section describes the general provisions for the Work to be performed under Division 22 - Plumbing, Division 33 - Utilities of this Contract as well as Division 26 - Electrical, where applicable. The Contractor shall comply with these general provisions and shall perform all Work in accordance with the Specifications contained in this Section, as supplemented by Specifications in related Sections, and as shown on the Drawings. Related electrical work shall be performed in accordance with the applicable provisions of Division 26.
- B. The following specifies the minimum general requirements for the furnishing, installation and testing of the materials and equipment. Additional details of items furnished and installation and testing procedures are specified under individual Sections of the Specifications.
- C. The Contractor shall provide all necessary coordination between the suppliers of the specified equipment so as to provide a well designed and satisfactory operating facility to the Owner. The Contractor is advised that these Specifications are not intended to cover every and all details of the Work. In case(s) where details related to the specified Work are not covered by these Specifications, it shall be the responsibility of the Contractor to include and execute such coordination and Work at no additional cost to the Owner.

1.02 QUALITY ASSURANCE

- A. Acceptable Manufacturers and Equipment Suppliers.

Acceptable manufacturers for various items of equipment are specified in respective Sections of these Contract Documents. For convenience of designation in the Contract Documents, certain equipment, articles, materials, and processes are designated by manufacturer trade name or catalog name and number. Such designation shall be deemed to be followed by the words "or equal" whether such words are shown or not. The Contractor may offer material or processes which are equal to that so indicated or specified at the time of Bid. Such offers must be in accordance with the hereinafter specified requirements. The burden of proof as to comparative quality and suitability of alternatives shall be upon the Contractor. Specified items are preferred. After

GENERAL PROVISIONS FOR MECHANICAL WORK

acceptance of Bid, no substitutions will be allowed, except as stated in the Bid. (Exception: Where Specifications indicate "No Substitutions Allowed" the Contractor shall provide the designated manufacturers equipment without exception.)

B. Applicable Standards

Systems as installed by the Contractor shall be in accordance with all applicable Specifications included in these Contract Documents and shall conform to State, Federal and/or Local codes and regulations. Any conflicts between Drawings or Specifications or applicable codes regulations and/or authorities having jurisdiction, shall be brought immediately to the Owner's attention. In such cases, the more stringent requirements or design practices shall govern and shall be complied with, without any extra cost to the Owner.

C. Field Verification

The Contractor shall verify field conditions, measurements and dimensions so as to assure that all items of equipment shall fit properly and be suitable for the field conditions.

D. Proposed Substitute Equipment

Comply with requirements of Section 01 33 23.

1.03 SUBMITTALS

A. General

The Contractor shall comply with the requirements specified in Section 01 33 23 - Equipment and Material Submittals, and as specified herein.

B. Materials

1. The Contractor shall submit lists of material, equipment, apparatus, and accessories intended for use.
2. The Contractor shall include with all submittals all physical and performance data, including materials, manufacturer's names, model numbers, weights, sizes, capacities, temperatures, pressures, flow rates, performance curves, electrical ratings, finishes, colors, dimensions, accessories, and all other data required to completely describe the equipment and to indicate compliance with the Specifications.

GENERAL PROVISIONS FOR MECHANICAL WORK

C. Shop Drawings and Testing Procedures

1. The Contractor shall submit for review dimensioned outline shop drawings showing the general arrangement of the equipment to be furnished, in accordance with the specified submittal schedule, and/or as otherwise specified herein.
2. Before proceeding with the manufacture of the equipment, the Contractor shall submit for review general assembly shop drawings, subassembly shop drawings, detail shop drawings, calculations, design data, catalog cuts and similar engineering documents required to demonstrate fully that all parts will conform to the provisions and intent of the Specifications and to the requirements of their installation, operation, and maintenance. These shop drawings shall show all necessary dimensions and fabrication details, including the design of welded and bolted joint connections, tolerances of fits and clearances, and all field joints and subassemblies in which the Contractor proposes to ship the equipment. Design criteria, calculations, and detailed specifications, shall be submitted for the design of all major components and for other features or details when requested.
3. All submittals by the Contractor shall be certified by the respective equipment manufacturer.
4. The Contractor shall submit complete full-line wiring diagrams covering all equipment furnished. The Contractor shall furnish shop drawings of switch developments for all instrument and control switches and internal connection diagrams for all instruments, relays, regulators, etc. The Owner's Representative will return one print of each wiring diagram on which will be marked the wire notations and cable numbers for outgoing circuits where this information is not otherwise available to the Contractor. The Contractor shall add this information to his shop drawings. Adequate space shall be allowed on the wiring diagrams to accomplish this.
5. Shop drawings shall include electrical devices, accessories and wiring furnished as component parts of mechanical equipment and shall show arrangement and dimensions.
6. The Contractor shall prepare and submit shop drawings for all work areas, indicating solutions to space

GENERAL PROVISIONS FOR MECHANICAL WORK

problems and coordination with requirements in other Sections. These shop drawings, as a requirement of this Division, shall indicate superimposed items of all Divisions and Sections involved in congested areas, including, but not limited to, piping, structural work, electrical work and ceiling work.

7. Protocol of all shop and field testing procedures shall be submitted. In addition and prior to conducting testing activities at the site, the Contractor shall prepare a test program, showing the sequence of work required for specified tests. This program shall be in the form of a plan drawing to the extent practical and shall be exclusive of all other plans and schedules required under this Contract. This program shall be supplemental by sketches, text, bar diagrams, showing the sequence of work required for testing.

D. Operating and Maintenance Manuals

1. Upon completion of the Work, the Contractor shall furnish to the Owner six (6) complete sets of operating instructions, maintenance instructions, parts lists, and all other bulletins and brochures pertinent to the operation and maintenance of the mechanical equipment and systems provided.
2. The operating and maintenance manuals shall be bound in durable binders, labeled to correspond with all mechanical systems shown or specified, and indexed into sections such as, but not limited to, the following:
 - a) A chart tabulating all types of pipe and pipe fittings, valves and piping specialties installed in each system.
 - b) Manufacturer's brochures, including names, addresses and telephone numbers, for all items installed in each system. Identify items by item number shown on the Contract Documents. Reference the manufacturer's part or model number and the system in which it is installed.
 - c) All major equipment such as pumps, valves, compressors and related equipment, including shop drawings.
 - d) Lubrication charts for equipment requiring lubrication, listing each item of equipment, proper lubricant and dates lubricated, and a lubrication schedule.

GENERAL PROVISIONS FOR MECHANICAL WORK

- e) List of consumable items, parts, and supplies, with applicable price lists.

E. Certificates

At the completion of the construction, the Contractor shall submit, to the Owner's Representative for review, written certification that all mechanical systems have been tested, and that the installation and performance of these systems conform to the requirements of the Specifications.

1.04 WARRANTY

All specified equipment shall be warrantied, and shall be provided with such warranties covering all parts and labor for a periods of one (1) year from the date of Final Acceptance unless otherwise specified in subsequent Sections of these Specifications.

PART 2- PRODUCTS

2.01 GENERAL

A. Standard Products

The equipment furnished shall be standard products in production by reputable companies regularly engaged in the manufacture of high-quality equipment of the type specified. Similar equipment shall have been in satisfactory and successful operation for a period of at least two years. All parts of the specified equipment shall be so designed as to be especially adapted for the service required and shall be proportioned, enclosed, or guarded as to have ample and liberal strength and stability to withstand, without damage, the stresses to which they may be subjected during erection or operation. The component parts of duplicate items shall be fabricated on a principle of interchangeability to facilitate ready replacement.

B. Materials

All materials incorporated in the equipment shall be new and of first-class quality, free from injurious defects and imperfections, and of the classifications and grades designated. Materials not specifically designated herein shall be subject to the review of the Owner's Representative and shall be suitable for the purpose intended.

2.02 RATINGS

The sizes, ratings, capacities, and performance

GENERAL PROVISIONS FOR MECHANICAL WORK

characteristics of various specified items of equipment and devices are based on currently available standard products, which are available through United States manufacturers and/or suppliers. In no case shall the size, rating, capacity or performance characteristic be less than that specified unless approved in writing by the Owner. Ratings and performance characteristics, where applicable, of various devices and items of equipment are specified in respective Sections of these Specifications. All electrical components of mechanical equipment shall be UL rated.

2.03 DETAILS OF CONSTRUCTION

A. Nameplates

Each item of manufactured equipment furnished under the Specifications shall have a permanent nameplate affixed thereto in a readily visible place, showing the serial number, the name and address of the manufacturer, rated capacity, speed, electrical characteristics, and other pertinent data, as applicable and as specified herein after. Nameplates of distributing agents alone will not be acceptable.

B. Samples

The Contractor shall furnish to the Owner's Representative for review, when requested or required by the Specifications, samples of all materials and finishes to be used in the execution of the Work. Such samples shall be submitted before the Work is commenced and in ample time to permit examination thereof. All materials furnished and finishes applied shall be fully equal to the reviewed samples found to be acceptable.

C. Loose Parts

All loose parts, spare parts, fasteners, anchor bolts and other non-attached pieces shall be properly tagged. A loose parts list shall accompany the equipment to identify loose parts.

D. Lifting Provisions

Equipment shall be equipped with adequate provisions for lifting, such as, lifting lugs, threaded holes for removable eyebolts, holes for sling passage, etc. to facilitate initial placement and future moving. All items such as, but not limited to, lifting beams, slings and other devices necessary for handling during placement and/or removal of the equipment shall be provided by the Contractor and shall remain the property of the Owner.

GENERAL PROVISIONS FOR MECHANICAL WORK

E. Anchor Bolts

Anchor bolts, nuts and washers shall be adequate for the intended use. Each anchor bolt shall be furnished with all required flat washers, lock washers and nuts. Anchor bolts shall be furnished by the Contractor as a part of each piece of equipment.

F. Spare Parts

(As specified in subsequent Sections of these Specifications.)

G. Guards

All rotating equipment such as but not limited to belt and chain drives, exposed gearing and shafting and flywheels, clutches, fan blades, stub shafts, couplings, etc. shall be completely guarded from all directions. Guards shall enclose the top, bottom ends, front and back of the drive assembly to prevent access to the danger zone during equipment operation. All guards shall be checked for proper running clearances and adjusted as required.

2.04 RELATED ELECTRICAL FEATURES OF MECHANICAL EQUIPMENT

A. General

Electrical equipment shall conform to NEC, UL, ANSI, and NEMA Standards. The installed equipment shall conform to ANSI-C1, "National Electrical Code", considering the atmospheric and climatic conditions and the elevation at the project site.

B. Wiring and Conduit

Wiring of the control panels and component parts shall be in accordance with the applicable requirements of Division 26.

PART 3- EXECUTION

3.00 FABRICATION AND WORKMANSHIP

A. General

Like parts and spare parts shall be interchangeable wherever possible. Surface finish of machined parts shall be adequate for their functional requirements. Machining of fits on renewable parts shall be accurate and to specified dimensions so that replacements made to drawing sizes may be readily installed. All work shall be done by workers skilled in their various trades and completed in a thorough manner following

GENERAL PROVISIONS FOR MECHANICAL WORK

the best modern practices.

During erection the Contractor shall take the necessary precautions to prevent foreign objects or dirt from entering piping or equipment. All openings in equipment shall remain closed and protected during installation until ready for make-up of pipe connections or matching of sectionalized equipment. Damaged covers shall be repaired or replaced immediately to protect the interior of piping or equipment against weather or other contamination.

B. Electric Welding

1. Minimum Weld Requirements

All welds shall be made continuous. The minimum size of fillet welds shall be 1/4 inch. All butt welds shall be full penetration welds welded from both sides.

2. Preparation of Base Material

Members to be joined by welding shall be cut to shape and size by mechanical means such as shearing, machining, grinding, or by gas or arc cutting, to suit the conditions. Design of welded joints and selection of weld filler metal shall allow thorough penetration and good fusion of the weld with the base metal. The edges of surfaces to be welded shall be sound metal free of visible defects, such as lamination or defects caused by cutting operations, and free from rust, oil, grease, and other foreign matter.

3. Weld Finish

Welds shall in general be treated so that they will display good appearance and a surface suitable for painting. Structure welds shall be ground and blended to avoid stress raisers. All welds which required nondestructive examinations shall be dressed by chipping and grinding as required for good interpretation by the selected weld examination methods.

4. Welding Qualifications

The qualification of welding procedures, welders, and welding operators for all welding including weld repairs, shall conform to the AWS D1.1, "Structural Welding Code". Contractor shall furnish the facilities, all equipment, materials and other articles required to perform qualification tests of his welders

GENERAL PROVISIONS FOR MECHANICAL WORK

and welding operators. Certificates of welders' qualifications shall be submitted when requested.

5. Technique of Welding

The technique of welding, the appearance and quality of the welds, and the methods used in correcting defective work shall conform to the AWS D1.1, "Structural Welding Code". Special care shall be taken to avoid undercuts along the seams or warping of the structure. If undercuts appear along the welds, they shall be filled using a small diameter electrode of the same composition as the original electrode.

C. Fabrication of Structural Steel

1. If straightening is necessary, it shall be done by methods that will not injure the metal. Sharp kinks or bends will be cause for rejection of the material. Shearing and cutting shall be carefully performed, and all portions of the Work which will be exposed to view after completion shall be neatly finished.
2. Design and fabrication of structural parts shall conform to the applicable provisions of the AISC "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings", of the AISC "Code of Standard Practice for Steel Buildings and Bridges".

D. Machine Work

1. General

All tolerances, allowances, and gauges for metal fits between plain (non-threaded) cylindrical parts shall conform to ANSI-B4.1, "Preferred Limits and Fits for Cylindrical Parts", for the class of fit as shown or otherwise required. Sufficient machining stock shall be allowed on parts to be machined to insure true surfaces of solid materials. Finished contact or bearing surfaces shall be true and exact to secure full contact. Journal and sliding surfaces shall be polished, and all surfaces shall be finished with sufficient smoothness and accuracy to insure proper operation when assembled. All drilled holes for bolts which are intended to match other drilled holes shall be accurately located and drilled from templates. No machining shall be done on working surfaces of "Lubrite" bushings or washers.

GENERAL PROVISIONS FOR MECHANICAL WORK

2. Finished Surfaces

All surfaces that are indicated on the Drawings or those that require machining for their intended function, or those that are usually machined according to good workshop practice shall be machined. Surface finish qualities shall be adequate for the intended use and shall be indicated on the Contractor's drawings and shall be in accordance with ANSI-B46.1, "Surface Texture". Compliance with specified surface will be determined by sense of feel and by visual inspection of the Work compared to standard roughness specimens, in accordance with the provisions of ANSI B46.1.

3. Unfinished Surfaces

So far as practicable, all Work shall be laid out to secure proper matching of adjoining unfinished surfaces. Where there is a large discrepancy between adjoining unfinished surfaces they shall be chipped and ground smooth, or machined, to secure proper alignment. Unfinished surfaces shall be true to the lines and dimensions shown on the Drawings and shall be chipped or ground free of all projections and rough spots. Depressions or holes not affecting the strength or usefulness of the parts may be filled in an approved manner. Corrosion resistant steel seal plates shall have all surfaces thoroughly cleaned and those in contact with seals shall have a smooth and even surface.

4. Pins and Pin Holes

Pin holes shall be bored true to gauges, smooth and straight, and at right angles to the axis of the member. The boring shall be done after the member is securely fastened in position.

5. Protection of Machined Surfaces

a. Machine-finished surfaces shall be thoroughly cleaned of foreign matter. Finished surfaces of large parts and other delicate surfaces shall be protected with wooden pads or other suitable means. Unassembled pins and bolts shall be oiled and wrapped with moisture resistant paper or protected by other means in keeping with good engineering practice.

b. Finished surfaces of ferrous metals to be in bolted contact shall be washed with a rust inhibitor and given one thin coat of Tung oil.

GENERAL PROVISIONS FOR MECHANICAL WORK

E. Lubrication

Solvents shall not be used on "Lubrite" bearings. Before assembly all bearing surfaces, journals, and grease and oil grooves shall be carefully cleaned and lubricated with an approved oil or grease. After assembly each lubricating system shall be flushed and filled with an approved lubricant in accordance with the equipment manufacturer's written recommendations. "Lubrite" bearings shall not be greased and shall be assembled dry according to the manufacturer's instructions.

3.01 FACTORY TEST AND INSPECTION

- A. Test of Materials. All materials or parts used in the equipment shall be tested, unless otherwise directed, in conformity with applicable methods prescribed by the ASTM, or such other organization as may be specifically required, and in general accordance with the best commercial methods. When requested, tests shall be made in the presence of the Owner's Representative. Stocked material may be used, provided evidence is furnished to the Owner's Representative to show that such material meets the requirements specified herein, in which case tests on stocked materials may be waived.
- B. Test Certificates. Certified material test reports shall be furnished in triplicate to the Owner's Representative as soon as possible after the tests are made. The test certificate shall identify the component for which the material is to be used and shall contain all information necessary to verify compliance with the Specifications.
- C. Shop Assembly and Tests. The shop assemblies and tests specified for the various items of equipment shall be conducted. The completed shop inspection forms shall be signed by the Contractor or his representative. Copies of all shop inspection records shall be furnished to the Owner's Representative. No equipment shall be shipped from the manufacturer's shops until it has been inspected. Prior to the major shop assemblies and tests the Contractor shall submit an outline of the procedures and test he plans to demonstrate fulfillment of the requirements specified. Where witnessing of shop testing is required by these Contract Documents, the Contractor shall give sufficient notification to the Owner's Representative (as specified) so that such factory testing may be witnessed. Costs which may be incurred by the Owner's Representative directly related to witnessing of shop tests (such as travel and lodging) will be the responsibility of the Owner. All other costs related to shop testing shall be considered incidental to the items

GENERAL PROVISIONS FOR MECHANICAL WORK

of Work to which they pertain and shall be included in the lump sum price of the specified equipment.

3.02 INSTALLATION AND TESTING

- A. Receiving, Handling and Storage. The Contractor shall be responsible for the receiving, handling and storing of all materials and equipment required for the Work. Installation and maintenance instructions shall accompany all equipment delivered to site. All materials and equipment shall be stored to protect them from the weather and injury prior to installation. Damaged materials and equipment shall not be installed.
- B. Installation. The equipment shall be installed as shown on the Drawings and in accordance with the manufacturer's instructions and recommended best practices. All equipment shall be installed in a neat, accurate and workmanlike manner. Equipment shall be set level, true to line, at correct elevation and in proper orientation as shown on the Drawings. Equipment set on concrete foundations shall be properly grouted (with non-shrink grout) in such a manner to eliminate any voids which may be present under the base. Where shims are used and where shims are not removed after the grout sets, care shall be taken to totally cover any exposed surface areas which may result in a void. All necessary shims, grout, anchor bolts, and other items required for installation shall be furnished by the Contractor. In addition, certain anchor bolts when supplied by equipment suppliers shall be installed by the Contractor. The Contractor shall inspect all materials and equipment delivered to the site to assure compliance with the associated reviewed shop drawings. If the Contractor discovers any defect in material or equipment, he shall notify the Owner's Representative immediately. Any Work performed by the Contractor after such discovery, until authorized in writing by the Owner's Representative, will be done at the Contractor's risk and the cost of correcting such work shall be borne by the Contractor. In addition, any material or equipment installed by the Contractor prior to the completion of the Owner's Representative's review, will be done at the Contractor's risk and the cost of correcting such work shall be borne by the Contractor. Where trenching, excavation, backfilling and/or concreting is required for the equipment installation the Contractor shall perform such activities in accordance with the applicable requirements of IDOT Standard Specifications.
- C. Adjustments/Alignment/Leveling. The Contractor shall perform all adjustment, fitting, cleaning and calibration of components to be incorporated into the Work to assure correct operation and workmanlike installation. As minimum

GENERAL PROVISIONS FOR MECHANICAL WORK

requirements the Contractor shall provide/comply with the following:

1. Mild carbon steel leveling plates or smooth-troweled surfaces shall be provided at all anchor bolts in concrete bases as required for leveling.
 2. All equipment, unless furnished with leveling screws or otherwise specified, shall be leveled with stainless steel shims at each anchor bolt, shim on both sides of each bolt, and at intermediate points as required to prevent distortion of the equipment. Shims shall have square cut edges, not trimmed or sheared, and shall be of varying thickness to minimize the number of shims required.
 3. Rotating mechanical equipment shall be set, leveled, aligned, and inspected with precision tools such as steel straight edge, dial indicator, graduated levels, transit, etc. The alignment shall be accomplished prior to making-up any piping flange connections. After units have been aligned, the piping flange bolts shall be tightened. Sufficient alignment checks shall be made to verify that there is no load or strain on the installed equipment and that the drive shaft and the driven shaft are within the manufacturer's specified tolerances for alignment.
 4. Electric motors shall be checked for correct direction of rotation prior to connection to driven equipment.
- D. Field Testing. All necessary piping, pipe closures, gates, meters, valves, and other test equipment required for testing shall be furnished by the Contractor. All items of equipment shall be operated, adjusted and tested for proper performance in accordance with the manufacturer's recommended test procedure, and as otherwise specified herein. Before final grouting of equipment is done, after alignment is completed, and before any final performance tests are made, the Contractor shall notify the Owner's Representative so that such alignment may be inspected and tests may be witnessed by the Owner's Representative.

The Contractor shall then test, operate and calibrate as necessary to demonstrate proper performance of the equipment in the presence of the Owner's Representative. Should it become necessary for any items of equipment to be retested, the Contractor shall perform all necessary Work, including removal, repair or replacing, reinstallation and retesting of the defective equipment. The Contractor will not be reimbursed for the cost of such Work associated with the

GENERAL PROVISIONS FOR MECHANICAL WORK

retesting of defective equipment, if the defect was due to the Contractor's negligence or lack of workmanship.

- E. Maintenance and Operation of Equipment and Materials. All equipment and appurtenances installed shall be provided with proper oil and lubricants by the Contractor before being placed in operation. All permanent equipment furnished under these Specifications shall be properly maintained and operated by the Contractor until the Work is accepted by the Owner.

- F. Field Check-Out and Start-Up Procedure. The Contractor shall complete all new Work to the maximum extent possible before making actual tie-in and final connection to existing systems. Tie-ins requiring cutting and patching shall be performed in accordance with applicable requirements, best recommended procedures and as specified herein. No tie-in shall be made until authorized by the Owner. The Contractor shall advise the Owner in sufficient time (minimum 24 hours) to arrange for proper coordination with Existing Systems and scheduled cut-ins and tie-ins.

3.03 PAINTING

- A. All equipment shall be shop-primed and painted as specified in subsequent Sections of these Specifications. All equipment shall be field-painted as specified in subsequent Sections of these Specifications.

- B. The Contractor shall be responsible for coordination of the compatibility between the manufacturer's standard finish and field-paint specified.

PART 4- MEASUREMENT AND PAYMENT

Separate measurement or payment will not be made for Work specified in this Section. All costs for such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain in the Schedule of Prices.

END OF SECTION

ADVERTISEMENT FOR BIDS

SECTION 00 11 13

The Mayor and City Council will receive sealed proposals for the following improvements at City Hall, 17W275 Butterfield Road, Oakbrook Terrace, IL 60181 until 10:00 A.M. on **Wednesday, September 18, 2024**.

CITY OF OAKBROOK TERRACE, IL SCADA IMPROVEMENTS

Proposals will be publicly read aloud at 10:01 A.M. on **Wednesday, September 18, 2024**. No bid shall be withdrawn after the opening of the proposals without the consent of the Mayor and City Council for a period of forty-five days after the scheduled time of closing bids.

This project generally consists of the installation of SCADA modifications including but not limited to PLC's, control panels, software and HMI; and all other related appurtenances and accessories necessary to complete the Work.

A pre-bid meeting will be held at the Water Tower on September 11, 2024, at 10:00 a.m., local time to tour the facility. The purpose of the pre-bid meeting is to allow Bidders to inspect the facilities scheduled for improvements. The address of the Water Tower is 17W130 Butterfield Road, Oakbrook Terrace, IL 60181.

All proposals shall be sealed in an envelope, addressed to the City of Oakbrook Terrace, attention Finance Director. The name, address and phone number of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

The Bidding Documents can be downloaded from QuestCDN via the Christopher B. Burke Engineering Ltd. (CBBEL) website <http://cbbel.com/bidding-info/> or at www.questcdn.com under Login using QuestCDN #9271276 for a non-refundable charge of \$30.00. A QuestCDN login will be required. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration and downloading this digital project information. A hard copy of the plans may also be viewed at CBBEL's offices located at 9575 W. Higgins Road, Suite 600, Rosemont, IL 60018. Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List will be rejected.

A certified check/bank draft drawn on a solvent bank, payable without condition to the City of Oakbrook Terrace, or a bid bond in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A Performance Bond and Payment Bond, each in a sum equal to one hundred percent (100%) of the amount of the bid with sureties to be approved by the Mayor and City Council, must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bonds upon acceptance of such bid or proposal.

Contractors and Subcontractors shall conform to the "Public Works Preference Project" Act, (30 ILCS 560/1, et Seq.)

Contractors shall be required to pay not less than the prevailing wage rates on the Project as established by the United States Department of Labor and the State of Illinois Department of Labor. Copies of these wage rates are incorporated in the Contract Documents.

Bids will only be received from qualified contractors. The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Mayor and City Council their best interests will be promoted thereby.

Mayor and City Council
City of Oakbrook Terrace

END OF SECTION



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

September 26, 2024

City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181

Attention: Mr. Craig Ward, Public Services Director

Subject: Evaluation and Recommendation of Submitted Proposals
SCADA Improvements
City of Oakbrook Terrace
(CBBEL Project No. 01.R920032.B0131)

Dear Mr. Ward:

Three bids for the subject project were received and opened on September 18, 2024, shortly after 10:00 a.m. in the City Council Chambers. The bids are summarized below and all bids tabulated in detail on the attached spreadsheet.

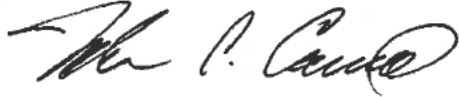
COMPANY	BASE BID TOTAL
Concentric Integration, LLC	\$126,100.00
Metropolitan Industries, Inc.	\$128,940.00
Tri-R Systems, Inc.	\$135,000.00
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$130,000.00</i>

Our comments are as follows:

1. All bidders provided the necessary 10% Bid Bond.
2. All bidders acknowledged/incorporated Addendum Nos. 1 and 2 in their respective bids.
3. There were clarifications listed in the Exceptions and Deviations section of the Bid Form 00 41 00-5 for all three of the bidders.
4. CBBEL recommends that the City of Oakbrook Terrace conduct interviews with the two lowest bidders, Concentric Integration, LLC and Metropolitan Industries, Inc. to review the details of their proposals, see sample SCADA systems and review equipment and mode of communication being proposed. CBBEL will assist the City with the interview process.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Caruso". The signature is fluid and cursive, with the first name "John" and last name "Caruso" being the most prominent parts.

John P. Caruso, PE
Head, Mechanical/Electrical Department

JPC/pjb

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018

**CITY OF OAKBROOK TERRACE
 SCADA IMPROVEMENTS
 CBBEL PROJECT NO. 01.920032.B0131
 SEPTEMBER 18, 2024
 BID TABULATION**

CODE NUMBER	DESCRIPTION	UNIT	QUANTITY	Concentric Integration, LLC 8430 W. Bryn Mawr Avenue Suite 400 Chicago, IL 60631		Metropolitan Industries, Inc. 37 Forestwood Drive Romeoville, IL 60446		Tri-R Systems, Inc. 1804 E. Lincoln Hwy. Dekalb, IL 60115	
				UNIT COST	COST	UNIT COST	COST	UNIT COST	COST
26 05 19/01	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	LSUM	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	LSUM	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27 51 25/01	OFFICE SCADA SYSTEM	LSUM	1	\$20,920.00	\$20,920.00	\$0.00	\$0.00	\$36,000.00	\$36,000.00
27 51 25/02	WATER TOWER SCADA SYSTEM	LSUM	1	\$31,120.00	\$31,120.00	\$42,852.00	\$42,852.00	\$30,000.00	\$30,000.00
27 51 25/03	PAS SCADA SYSTEM	LSUM	1	\$27,090.00	\$27,090.00	\$39,928.00	\$39,928.00	\$22,000.00	\$22,000.00
27 51 25/04	PROGRAMMING	LSUM	1	\$22,690.00	\$22,690.00	\$23,750.00	\$23,750.00	\$38,500.00	\$38,500.00
27 51 25/05	COMMISSIONING	LSUM	1	\$22,280.00	\$22,280.00	\$20,580.00	\$20,580.00	\$5,000.00	\$5,000.00
	INSURANCE AND BONDS	LSUM	1	\$2,000.00	\$2,000.00	\$1,830.00	\$1,830.00	\$3,500.00	\$3,500.00
				TOTAL COST	\$126,100.00		\$128,940.00		\$135,000.00



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 2, 2024

City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181

Attention: Mr. Craig Ward, Public Services Director

Subject: Evaluation and Recommendation of Submitted Proposals
SCADA Improvements
City of Oakbrook Terrace
(CBBEL Project No. 01.R920032.B0131)

Dear Mr. Ward:

As a follow-up to Christopher B Burke Engineering, Ltd.'s (CBBEL's) September 26, 2024 Bid Evaluation, CBBEL and the City interviewed the two low bidders, Concentric Integration, LLC (Concentric) and Metropolitan Industries, Inc. (Metropolitan) to evaluate their SCADA proposals. The following was determined:

Concentric was going to follow the specifications and reuse existing radio communications equipment (one antenna located on top of the elevated water tower and one antenna located on a pole at the remote Pressure Adjusting Station (PAS) for their Base Bid (\$126,100.00) and migrate existing programming into the new software. Concentric provided additional scope of alternative software, programming and IEPA reporting for an additional fee bringing their total to \$156,800.00. The annual fees for software were approximately \$4,740.00.

Metropolitan was going to provide cellular communications via cellular modems and building mounted antennae. Metropolitan was going to provide new programming, software and IEPA reporting in their original proposal fee (\$128,940.00) and their recurring fees were \$1,200/year for cellular service and automatic software upgrades.

After a review of both proposals and interviewing both Concentric and Metropolitan, CBBEL recommends the City award the SCADA contract to Metropolitan for both reduced cost and additional services being provided.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'John P. Caruso'.

John P. Caruso, PE
Vice President
Head, Mechanical/Electrical Engineering Dept.

JPC/pjb

AN ORDINANCE FOR THE LEVYING, ASSESSMENT AND COLLECTION OF TAXES IN THE AMOUNT OF \$1,109,553 FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025 FOR THE CITY OF OAKBROOK TERRACE, DUPAGE COUNTY, ILLINOIS

DEC 10 2024

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OAKBROOK TERRACE, DUPAGE COUNTY, ILLINOIS THAT:

SECTION 1: That for the purpose of paying certain corporate expenses of the City of Oakbrook Terrace, DuPage County, Illinois, for the fiscal year beginning May 1, 2024 and ending April 30, 2025, as set forth in the Annual Budget, passed and approved by the City Council on April 23, 2024 there is hereby levied upon all of the taxable property within the corporate limits of the City of Oakbrook Terrace, DuPage County, Illinois, the following sums of money for the following purposes and objects hereinafter described.

The column headed "Total Budgeted" represents the sum budgeted for each particular purpose. The sum of sums in the column headed "From Tax Levy" represents the sum of money to be collected from the new tax levy. The balance, if any, from each sum budgeted shall be collected or taken from any surplus on hand and the other sources of revenue of the City of Oakbrook Terrace.

CORPORATE FUND

	<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
<u>EXECUTIVE ADMINISTRATION</u>			
SALARIES	\$ 378,055	\$ 378,055	\$ -
PAYROLL TAXES	31,500	31,500	
IMRF	42,000	42,000	
457b	-	-	
HSA ACCOUNT	5,120	5,120	
HEALTH & LIFE INSURANCE	19,875	19,875	
DENTAL INSURANCE	2,425	2,425	
UNEMPLOYMENT INSURANCE	2,000	2,000	
PROFESSIONAL SERVICES	100,000	100,000	
CODIFICATION	5,000	5,000	
MEMBERSHIP & ASSOC FEES	10,000	10,000	
TRAINING/CONFERENCES	10,000	10,000	
MEETING	3,000	3,000	
ADVERTISING & PUBLICATIONS	1,000	1,000	
NEWSLETTER	15,600	15,600	
EMPLOYEE ASSISTANCE PROGRAM	11,200	11,200	
EQUIPMENT LEASE & RENTAL	500	500	
EQUIPMENT MAINT. & REPAIR	2,000	2,000	
EQUIP. SERV. AGREEMENT	1,700	1,700	
PHONE SERVICE	7,500	7,500	
COMMUNICATIONS	35,000	35,000	
GENERAL LEGAL SERVICES	275,000	275,000	
PROSECUTIONS	65,000	65,000	
LITIGATION	115,000	115,000	
SALES TAX AUDIT CONTINGENCY	2,500	2,500	
LABOR RELATIONS	85,000	85,000	
ADMINISTRATIVE HEARING SERVICES	2,000	2,000	
CONTINGENCY	-	-	
PUBLIC INFORMATION	5,000	5,000	
SPECIAL EVENTS PROGRAMMING	100,600	100,600	
JULY 4TH	85,000	85,000	
SPONSORSHIPS	5,000	5,000	
LIBRARY SERVICES	20,000	20,000	
RESIDENTS SECURITY REBATE	2,500	2,500	
BOOKS & PUBLICATIONS	500	500	
OFFICE SUPPLIES	5,000	5,000	
SUPPLIES	4,000	4,000	
SOFTWARE	3,000	3,000	
HARDWARE	7,500	7,500	
RECOGNITION	11,000	11,000	
POSTAGE	2,000	2,000	
TOTAL \$	1,479,075	\$ 1,479,075	\$ -
<u>POLICE COMMISSION</u>			
SALARIES	\$ 6,600	\$ 6,600	\$ -
PAYROLL TAXES	505	505	
PROFESSIONAL SERVICES	1,500	1,500	
MEMBERSHIP & ASSOC FEES	500	500	
ADVERTISING & PUBLICATION FEES	500	500	
TESTING & EXAMINATION	15,000	15,000	
BOOKS & PUBLICATIONS	60	60	
OFFICE SUPPLIES	200	200	
SUPPLIES	150	150	
POSTAGE	200	200	
TOTAL \$	25,215	\$ 25,215	\$ -

	<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
<u>PUBLIC SAFETY</u>			
SALARIES	\$ 2,702,879	\$ 2,702,879	\$ -
SALARIES - Overtime	247,500	247,500	
COURT TIME	27,567	27,567	
SALARIES - Holiday	71,000	71,000	
SALARIES - Vac Buy Back	25,000	25,000	
SICK LEAVE BUY BACK	8,469	8,469	
TOP OF THE RANGE	5,000	5,000	
PAYROLL TAXES	211,112	211,112	
IMRF	42,000	42,000	
HEALTH, DENTAL & LIFE INSURANCE	630,045	630,045	
POLICE PENSION	1,575,000	1,575,000	
UNEMPLOYMENT INSURANCE	9,050	9,050	
PROFESSIONAL SERVICES	5,000	5,000	
TRAINING & CONFERENCES	36,782	36,782	
CONTINUING EDUCATION	3,500	3,500	
MEMBERSHIP & ASSOC FEES	1,050	1,050	
SUPPORT SERVICES	20,910	20,910	
CRIME FREE HOUSING	300	300	
EQUIPMENT LEASE & RENTAL	1,530	1,530	
EQUIPMENT MAINT. & REPAIR	5,700	5,700	
EQUIPMENT SERVICE AGREEMENT	8,000	8,000	
VEHICLE MAINT. & REPAIR	25,000	25,000	
PHONE SERVICE	6,000	6,000	
COMMUNICATIONS	11,250	11,250	
DUCOMM	304,313	304,313	
ANIMAL CONTROL	100	100	
FILING FEES	1,000	1,000	
UNIFORM ALLOWANCE	31,300	31,300	
PRINTING	2,000	2,000	
UTILITIES	6,000	6,000	
BUILDING MAINTENANCE	15,000	15,000	
BUILDING MAINTENANCE SERVICE AGREEMENT	26,300	26,300	
SPECIAL EVENTS	10,000	10,000	
BOOKS & PUBLICATIONS	600	600	
OFFICE SUPPLIES	5,300	5,300	
OFFICE FURNITURE	7,000	7,000	
TOWING EXPENSES	500	500	
SUPPLIES	5,000	5,000	
DUI EQUIPMENT	-	-	
HARDWARE	23,519	23,519	
POSTAGE	1,500	1,500	
FUEL	54,000	54,000	
NON-CAPITAL EQUIPMENT	21,558	21,558	
TOTAL \$	6,194,634	\$ 6,194,632	\$ -

<u>BUILDING & ZONING</u>			
SALARIES	\$ 326,270	\$ 326,270	\$ -
PAYROLL TAXES	24,760	24,760	
IMRF	38,500	38,500	
ERI	-	-	
HEALTH & LIFE INSURANCE	72,450	72,450	
DENTAL INSURANCE	2,195	2,195	
UNEMPLOYMENT INSURANCE	1,407	1,407	
PROFESSIONAL SERVICES	66,500	66,500	
CITY ENGINEER	10,000	10,000	
TRAINING CONFERENCES	2,400	2,400	
MEMBERSHIP & ASSOC FEES	950	950	
CODE ENFORCEMENT	9,500	9,500	
EQUIPMENT LEASE & RENTAL	650	650	
EQUIPMENT MAINT. & REPAIR	1,300	1,300	
PHONE SERVICE	2,900	2,900	
COMMUNICATIONS	1,100	1,100	
PUBLIC INFORMATION	1,650	1,650	
PUBLIC HEARING EXPENSE	4,000	4,000	
BOOKS & PUBLICATIONS	1,500	1,500	
OFFICE SUPPLIES	600	600	
SUPPLIES	1,600	1,600	
SOFTWARE	6,500	6,500	
HARDWARE	8,395	8,395	
POSTAGE	700	700	
TOTAL \$	585,827	\$ 585,827	\$ -

<u>TOURISM</u>			
MEMBERSHIP & ASSOCIATION FEES	\$ 81,020	\$ 81,020	\$ -
DCVB MARKETING CAMPAIGN	\$ 100,000		
EVENT SPONSORSHIP	25,000	25,000	
OAKBROOK TERRACE HISTORICAL SOCIETY	6,000	6,000	
TOTAL \$	212,020	\$ 112,020	\$ -

		<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
<u>ECONOMIC DEVELOPMENT</u>				
ECONOMIC STIMULUS PROGRAM	\$	145,000	\$ 145,000	\$ -
HOME DEPOT REIMBURSABLE		-	-	
TOTAL	\$	145,000	\$ 145,000	\$ -
<u>FINANCE</u>				
SALARIES	\$	305,500	\$ 305,500	\$ -
PAYROLL TAXES		20,000	20,000	
IMRF		39,200	39,200	
HEALTH & LIFE INSURANCE		72,850	72,850	
DENTAL INSURANCE		2,800	2,800	
UNEMPLOYMENT INSURANCE		1,500	1,500	
PROFESSIONAL SERVICES		155,000	155,000	
INVESTMENT MANAGER FEES		2,500	2,500	
TRAINING/CONFERENCES		4,535	4,535	
CREDIT CARD TRANSACTION FEES		35,000	35,000	
MEMBERSHIP & ASSOC FEES		700	700	
RISK MANAGEMENT INSURANCE		100,000	100,000	
WORKERS COMPENSATION INSURANCE		190,000	190,000	
VISION INSURANCE		6,000	6,000	
EQUIPMENT LEASE & RENTAL		360	360	
EQUIPMENT MAINT. & REPAIR		1,000	1,000	
EQUIPMENT SERVICE AGREEMENT		15,000	15,000	
SOFTWARE SERVICE AGREEMENT		63,000	63,000	
PHONE SERVICE		3,000	3,000	
COMMUNICATIONS		5,617	5,617	
COLLECTION FEES		450	450	
PUBLIC INFORMATION		1,800	1,800	
OFFICE SUPPLIES		1,000	1,000	
OFFICE FURNITURE		1,000	1,000	
SUPPLIES		1,000	1,000	
SOFTWARE		2,500	2,500	
HARDWARE		5,000	5,000	
POSTAGE		2,300	2,300	
TOTAL	\$	1,038,612	\$ 1,038,612	\$ -
<u>PUBLIC SERVICES - STREETS DIVISION</u>				
SALARIES	\$	378,584	\$ 378,584	\$ -
PAYROLL TAXES		29,125	29,125	
IMRF		31,225	31,225	
HEALTH & LIFE INSURANCE		99,196	99,196	
DENTAL INSURANCE		4,102	4,102	
UNEMPLOYMENT INSURANCE		1,500	1,500	
PROFESSIONAL & TECHNICAL		1,000	1,000	
CITY ENGINEER		1,000	1,000	
TRAINING/CONFERENCES		500	500	
MEMBERSHIP & ASSOC FEES		380	380	
MEETINGS		500	500	
PHYSICAL EXAMS		500	500	
EQUIPMENT LEASE & RENTAL		1,000	1,000	
EQUIPMENT MAINT. & REPAIR		13,500	13,500	
EQUIPMENT SERVICE AGREEMENT		9,000	9,000	
VEHICLE MAINT. & REPAIR		20,000	20,000	
PHONE SERVICE		5,750	5,750	
COMMUNICATIONS		3,600	3,600	
PUBLIC INFORMATION		400	400	
UNIFORM ALLOWANCE		3,000	3,000	
MOSQUITO ABATEMENT		16,300	16,300	
ACCESS EASEMENT MAINTENANCE		1,187	1,187	
TRAFFIC SIGNAL MAINT		18,500	18,500	
UTILITIES		16,000	16,000	
STREET LIGHT MAINT.		10,000	10,000	
STREET SWEEPING		8,000	8,000	
LAWN MAINTENANCE		4,500	4,500	
TREE TRIMMING		16,000	16,000	
BUILDING MAINTENANCE		20,000	20,000	
BUILDING MAINT. SERVICE AGREEMENT		13,000	13,000	
TESTING & EXAMINATIONS		-	-	
BOOKS & PUBLICATIONS		-	-	
OFFICE SUPPLIES		500	500	
SUPPLIES		5,000	5,000	
LAWN MAINT. SUPPLIES		2,500	2,500	
STREET REPAIR MATERIALS		10,000	10,000	
HARDWARE		1,000	1,000	
NPDES PERMIT		1,500	1,500	
POSTAGE		200	200	
FUEL		10,000	10,000	
FUEL REPLACEMENT FUND		4,650	4,650	
NON-CAPITAL EQUIPMENT		8,500	8,500	
TOTAL	\$	771,199	\$ 771,199	\$ -

	<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
<u>TRAFFIC LIGHT ENFORCEMENT</u>			
SALARIES	\$ -	\$ -	\$ -
PAYROLL TAXES	-	-	-
UNEMPLOYMENT INSURANCE	-	-	-
COMMUNICATIONS	-	-	-
GENERAL LEGAL SERVICES	-	-	-
ADMIN HEARING LEGAL SERVICES	-	-	-
SAFESPEED SERVICE FEES	-	-	-
COLLECTION FEES	-	-	-

TOTAL \$ - \$ - \$ -

SUMMARY OF CORPORATE FUND EXPENSES:

EXECUTIVE ADMINISTRATION	\$ 1,479,075	\$ 1,479,075	\$ -
POLICE COMMISSION	25,215	25,215	-
PUBLIC SAFETY	6,194,634	6,194,632	-
TOURISM	212,020	112,020	-
ECONOMIC DEVELOPMENT	145,000	145,000	-
BUILDING & ZONING	585,827	585,827	-
FINANCE	1,038,612	1,038,612	-
PUBLIC WORKS	771,199	771,199	-
TRAFFIC LIGHT ENFORCEMENT	-	-	-

TOTAL CORPORATE FUND EXPENSES \$ 10,451,582 \$ 10,351,580 \$ -

2012 BUSINESS DISTRICT DEBT SERVICE FUND

PROFESSIONAL SERVICES	\$ 900	\$ 900	\$ -
BOND INTEREST	47,670	47,670	-
BOND PRINCIPAL	180,000	180,000	-

BUSINESS DISTRICT FUND TOTAL \$ 228,570 \$ 228,570 \$ -

WATER FUND

PUBLIC SERVICES DEPARTMENT - OPERATING & MAINTENANCE

SALARIES	\$ 305,262	305,262	\$ -
PAYROLL TAXES	21,550	21,550	-
IMRF	36,500	36,500	-
HEALTH & LIFE INSURANCE	69,513	69,513	-
DENTAL INSURANCE	2,697	2,697	-
UNEMPLOYMENT INSURANCE	1,300	1,300	-
PROFESSIONAL SERVICES	5,000	5,000	-
CITY ENGINEER	1,000	1,000	-
TRAINING & CONFERENCES	5,000	5,000	-
CREDIT CARD TRANSACTION FEES	4,000	4,000	-
MEMBERSHIP & ASSOC FEES	800	800	-
MEETING REIMBURSEMENT	200	200	-
RISK MANAGEMENT INSURANCE	42,945	42,945	-
WORKERS COMPENSATION INSURANCE	93,500	93,500	-
EQUIPMENT LEASE & RENTAL	450	450	-
EQUIPMENT MAINT. & REPAIR	10,000	10,000	-
EQUIPMENT SERVICE AGREEMENT	7,500	7,500	-
VEHICLE MAINT. & REPAIR	2,500	2,500	-
PHONE SERVICE	5,000	5,000	-
COMMUNICATIONS	2,000	2,000	-
TRAVEL EXPENSE	100	100	-
LEGAL EXPENSE	1,000	1,000	-
PUBLIC INFORMATION	2,600	2,600	-
UNIFORM ALLOWANCE	1,000	1,000	-
EMERGENCY SERVICES	5,000	5,000	-
UTILITIES	12,500	12,500	-
BUILDING MAINTENANCE	20,000	20,000	-
BUILDING MAINT SERVICE AGREEMENTS	-	-	-
DWC PURCHASE OF WATER	557,750	557,750	-
OFFICE SUPPLIES	100	100	-
SUPPLIES	1,500	1,500	-
WATER METERS	11,000	11,000	-
POSTAGE	2,800	2,800	-
FUEL	6,500	6,500	-
FUEL REPLACEMENT FUND	2,050	2,050	-
NON-CAPITAL EQUIPMENT	5,000	5,000	-
INTERFUND LOAN INTEREST EXPENSE	647	647	-

TOTAL \$ 1,246,265 \$ 1,246,264 \$ -

	<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
<u>PUBLIC SERVICES DEPARTMENT - DISTRIBUTION SYSTEM</u>			
REPLACE W-3 PICKUPTRUCK	\$ -	\$ -	\$ -
LAQUINTA HOTEL WATER MAIN DISCONNECTION	\$ -	\$ -	\$ -
SCADA REPLACEMENTG	\$ 170,000	\$ 170,000	
DEPRECIATION EXPENSE	\$ 290,000	\$ 290,000	
TOTAL	\$ 460,000	\$ 460,000	\$ -
WATER FUND TOTAL	\$ 1,706,265	\$ 1,706,264	\$ -
<u>MOTOR FUEL TAX FUND</u>			
LABOR SNOW REMOVAL	\$ 8,500	\$ 8,500	\$ -
LABOR SNOW OVERTIME	13,000	13,000	
PROFESSIONAL SERVICES	500	500	
SNOW REMOVAL MATERIALS	30,000	30,000	
CURB AND GUTTER	240,000	240,000	
MFT FUND TOTAL	\$ 292,000	\$ 292,000	\$ -
<u>POLICE PENSION FUND</u>			
TRANSFER TO FUND BALANCE	\$ 1,109,553	\$ -	\$ 1,109,553
<u>CAPITAL IMPROVEMENT FUND</u>			
PROFESSIONAL SERVICES	\$ 20,000	\$ 20,000	\$ -
INVESTMENT MANAGER FEES	600	600	
EQUIPMENT PURCHASE	279,664	279,664	
BOND EXPENSE	359,200	359,200	
INFRASTRUCTURE REPAIRS	164,000	164,000	
ERP SYSTEM UPGRADE	125,000	125,000	
POLICE ETSB SYSTEM & ANNUAL MAINTENANCE	42,304	42,304	
VEHICLE PURCHASES	137,070	137,070	
STREAMBANK STABILIZATION PROJECT	8,000	8,000	
CAPITAL IMPROVEMENT FUND TOTAL	\$ 1,135,838	\$ 1,135,838	\$ -
<u>SUMMARY OF FUND EXPENSES</u>			
CORPORATE FUND	\$ 10,451,582		
2012 BUSINESS DISTRICT DEBT SERVICE FUND	\$ 228,570		
WATER FUND	\$ 1,706,265		
MOTOR FUEL TAX FUND	\$ 292,000		
POLICE PENSION FUND	\$ 1,109,553		
CAPITAL IMPROVEMENT FUND	\$ 1,135,838		
TOTAL OF ALL FUNDS	\$ 14,923,808		
<u>CORPORATE FUND PROJECTED REVENUE</u>			
REAL ESTATE TAX	\$ 1,072,072		
SALES TAX	2,656,500		
USE TAX	116,037		
UTILITY TAX	275,000		
INCOME TAX	470,611		
REPLACEMENT TAX	8,700		
CANNABIS EXCISE TAX	4,300		
ROAD & BRIDGE TAX	6,760		
AMUSEMENT TAX	450,000		
VIDEO GAMING	584,746		
OTB TAX	250,000		
HOTEL/MOTEL TAX	1,681,875		
CANNABIS SALES TAX	238,900		
FOOD & BEVERAGE TAX	1,125,000		
GASOLINE FUEL TAX	-		
LIQUOR LICENSES	136,110		
BUSINESS LICENSES	144,000		
MASSAGE LICENSES	2,500		
BUSINESS REGISTRATION FEE	5,000		
CONTRACTOR REGISTRATION FEE	20,000		
VIDEO GAMING LICENSE	120,000		
OTHER LICENSES	40,000		
FRANCHISE FEES	63,000		
BUILDING PERMITS	150,000		
OTHER PERMITS	-		
FINES & FORFEITURES	101,800		
SALES & SERVICE FEES	120,700		
RECREATION FEES	-		
ANTENNA INCOME	84,803		
ZONING FEES	5,000		
INTEREST INCOME	41,200		
JULY 4TH SPONSOR	27,000		
EVENT SPONSOR	25,000		
GRANTS	15,709		
MISCELLANEOUS REVENUE	10,000		
TOTAL PROJECTED REVENUE	\$ 10,052,323		
<u>BUSINESS DISTRICT DEBT SERVICE FUNDS PROJECTED REVENUE</u>			
BUSINESS DISTRICT TAX	\$ 129,000		

	<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
HOME RULE SALES TAX	-		
SALES TAX	-		
INTEREST EARNINGS	5,600		
TOTAL PROJECTED REVENUE	\$ 130,600		

	<u>Total Budgeted</u>	<u>Collected From Other Sources</u>	<u>From Tax Levy</u>
<u>WATER FUND PROJECTED REVENUE</u>			
ELECTRIC UTILITY TAX	\$ 385,000		
PENALTIES & FINES	20,000		
SALE OF WATER	840,350		
WATER METER SALES	1,000		
TAP ON FEES	1,000		
INTEREST INCOME	5,500		
MISCELLANEOUS REVENUE	-		
TOTAL PROJECTED REVENUE	\$ 1,252,850		
<u>MOTOR FUEL TAX PROJECTED REVENUE</u>			
MOTOR FUEL TAX ALLOTMENT	\$ 62,500		
MOTOR FUEL TAX TRANSPORTATION RENEWAL GRANTS	\$ 57,965		
INTEREST INCOME	-		
TOTAL PROJECTED REVENUE	\$ 120,465		
<u>POLICE PENSION FUND PROJECTED REVENUE</u>			
REAL ESTATE TAXES	\$ 1,109,553		
TOTAL PROJECTED REVENUE	\$ 1,109,553		
<u>CAPITAL IMPROVEMENT FUND REVENUE</u>			
HOME RULE SALES TAX	2,395,308		
DUI RECEIPTS	-		
INTEREST INCOME	11,500		
GRANTS	-		
TOTAL PROJECTED REVENUE	\$ 2,406,808		
<u>SUMMARY OF FUND REVENUES</u>			
CORPORATE FUND	\$ 10,052,323		
BUSINESS DISTRICT FUND	\$ 130,600		
WATER FUND	\$ 1,252,850		
MOTOR FUEL TAX FUND	\$ 120,465		
POLICE PENSION FUND	\$ 1,109,553		
CAPITAL IMPROVEMENT FUND	\$ 2,406,808		
TOTAL OF ALL FUNDS	\$ 15,072,599		

SECTION 2: That if any section, subdivision, or sentence of this Ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 3: That the City Clerk shall file a certified copy of this Ordinance and levy with the DuPage County Clerk with the time and manner as prescribed by law, and said DuPage County Clerk is hereby authorized and directed to extend the taxes that may be collected in the manner other general taxes are collected, in manner and form provided by law, and this ordinance and levy shall be sufficient authority to do so.

SECTION 4: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict

SECTION 5: That this Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form.

SECTION 6: That the City Council of the City of Oakbrook Terrace, Illinois, hereby requests that the County Clerk of DuPage County, Illinois, compute and extend the 2023 property tax for the City of Oakbrook Terrace as if the City were a non-home rule community.

PASSED AND APPROVED This 10th Day Of December, 2024

AYES

NAYS:

ABSENT:

Paul Esposito, Mayor

ATTEST:

Michael Shadley, City Clerk

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2024 TO PAY DEBT SERVICE ON
\$1,900,000 OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021, OF THE CITY OF
OAKBROOK TERRACE**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City of Oakbrook Terrace previously adopted Ordinance No. 12-50 on November 27, 2012, which provided for the issuance of \$2,810,000 of General Obligation Bonds, Series 2012A, (the “Series 2012A Bonds”) and the levy of a direct annual tax sufficient to pay principal of and interest on said Series 2012A Bonds; and

WHEREAS, the City subsequently adopted Ordinance No. 21-09 on March 9, 2021, and by Ordinance No. 21-09, the City issued \$1,900,000 of General Obligation Refunding Bonds, Series 2021 (the “Series 2021 Bonds”), to pay for the costs for refunding the outstanding Series 2012A Bonds; and

WHEREAS, the City will have pledged revenues (as defined in Ordinance No. 21-09) available for the purpose of paying the debt service remaining due for the Series 2021 Bonds during the next succeeding bond year; and

WHEREAS, since the Series 2012A Bonds have been refunded and defeased by the issuance of the Series 2021 Bonds, and Ordinance No. 20-52 abated certain taxes levied for all future years for the Series 2012A Bonds pursuant to Ordinance No. 12-50; and

WHEREAS, it is necessary and in the best interest of the City that the tax amount to be levied for the year 2023 for the Series 2021 Bonds (originally issued pursuant to Ordinance No. 21-09) be abated; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of Oakbrook Terrace, DuPage County, State of Illinois, as follows:

SECTION 1: Abatement of Tax. The amount of the tax heretofore levied for the year 2024 for the Series 2021 Bonds (pursuant to Ordinance No. 21-09) is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of DuPage County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2024 in accordance with the provisions hereof.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 10th day of December 2024, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

ABSTENTION:

APPROVED by me this 10th day of December 2024.

Paul Esposito, Mayor of the City of Oakbrook
Terrace, DuPage County, Illinois

ATTEST:

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

ORDINANCE NO. 24 - 49

**AN ORDINANCE ABATING THE TAX HERETOFORE LEVIED
FOR THE YEAR 2024 TO PAY DEBT SERVICE ON
THE \$3,695,000 OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013,
OF THE CITY OF OAKBROOK TERRACE**

WHEREAS, the City of Oakbrook Terrace (the "City") is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City previously adopted Ordinance No. 8-42 on November 25, 2008, which provided for the issuance of \$5,000,000 of General Obligation Building Bonds, Series 2008 (the "Series 2008 Bonds"), and the levy of a direct annual tax sufficient to pay principal of and interest on said Series 2008 Bonds; and

WHEREAS, the City subsequently adopted Ordinance No. 13-12 on February 12, 2013, and by Ordinance No. 13-12, the City issued \$3,695,000 of General Obligation Refunding Bonds, Series 2013 (the "Series 2013 Bonds"), to pay for the costs for refunding the outstanding Series 2008 Bonds; and

WHEREAS, the City will have pledged revenues (as defined in Ordinance No. 13-12) available for the purpose of paying the debt service remaining due for the Series 2013 Bonds during the next succeeding bond year; and

WHEREAS, since the Series 2008 Bonds have been refunded and defeased by the issuance of the Series 2013 Bonds, and Ordinance No. 13-64 abated certain taxes levied for all future years for the Series 2008 Bonds pursuant to Ordinance No. 08-42; and

WHEREAS, it is necessary and in the best interest of the City of Oakbrook Terrace that the tax heretofore levied for the year 2024 for the Series 2013 Bonds (originally issued pursuant to Ordinance No. 13-12) be abated; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of Oakbrook Terrace, DuPage County, State of Illinois, as follows:

SECTION 1: Abatement of Tax. The amount of the tax heretofore levied for the year 2024 for the Series 2013 Bonds (pursuant to Ordinance No. 13-12) is hereby abated in its entirety.

SECTION 2: Filing of Ordinance. Upon the adoption of this Ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of DuPage County, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2024 in accordance with the provisions hereof.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 10th day of December 2024, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

ABSTENTION:

APPROVED by me this 10th day of December 2024.

Paul Esposito, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 10th day of December 2024.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois