



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309
Fax: 815-827-4040
Website: <http://www.villageofmaplepark.org>

INFRASTRUCTURE COMMITTEE MEETING AGENDA

TUESDAY, JUNE 9, 2020

7:00 P.M.

Maple Park Civic Center
302 Willow Street, Maple Park, IL

Join Zoom Meeting

<https://us02web.zoom.us/j/81418067799?pwd=S1U2c2htMi9KemZsYmRSVjBHcGR4Zz09>

Meeting ID: 814 1806 7799

Password: 998237

Dial by your location
+1 312 626 6799 US (Chicago)

1. **CALL TO ORDER / ESTABLISHMENT OF QUORUM**
2. **PUBLIC COMMENTS** – *Any resident wishing to address the Committee may also do so by submitting an email to villageclerk@villageofmaplepark.com in advance of the meeting. The Committee will read such comments during the Public Comment portion of the meeting.*
3. **APPROVAL OF MEETING MINUTES**
 - Infrastructure Minutes 5-12-20
4. **STORMWATER MANAGEMENT INFRASTRUCTURE SYSTEM REQUIREMENTS PACKET**
5. **PROJECT LIST STATUS**
 - Review List
6. **OTHER ITEMS FOR DISCUSSION**
 - Wastewater Treatment Plant Testing Sampler
7. **ADJOURNMENT**



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INFRASTRUCTURE COMMITTEE MEETING MINUTES

TUESDAY, MAY 12, 2020

7:00 P.M.

Maple Park Civic Center
302 Willow Street, Maple Park, IL

Join Zoom Meeting

<https://us02web.zoom.us/j/89510724473?pwd=UHdKWlUwMFNtVW5hb24vUVlTNHBTdz09>

Meeting ID: 895 1072 4473

Password: 328711

Dial by your location
+1 312 626 6799 US (Chicago)

1. CALL TO ORDER / ESTABLISHMENT OF QUORUM

Chairman Dries called the meeting to order at 7:00pm and asked for a roll call. Trustees Chris Higgins, Christopher Rebone, and Chairman J.P.Dries answered present. Trustee Harris was absent.

Also present were Village Administrator Dawn Wucki-Rossbach, Public Works Superintendent Lou Larson, Village Engineer Jeremy Lin, and Village Clerk Terri D'Amato.

2. **PUBLIC COMMENTS** – *Any resident wishing to address the Committee may also do so by submitting an email to villageclerk@villageofmaplepark.com in advance of the meeting. The Committee will read such comments during the Public Comment portion of the meeting.*

None heard.

3. APPROVAL OF MEETING MINUTES

- Infrastructure Minutes 4-14-2020

Motion by Trustee Higgins with 2nd by Trustee Rebone to approve minutes as read.
Motion carried with a voice vote.

4. STORMWATER MANAGEMENT INFRASTRUCTURE SYSTEM REQUIREMENTS PACKET

- Information Packet Review and Discussion

Administrator Wucki-Rossbach reviewed information packet with committee members that will be distributed to the HOAs. Further, the HOAs and non-residential property owners will have 30 days to comply with correcting any problems found during the

Infrastructure Minutes 5-12-2020

inspection, and a 30-day extension can be granted by the engineer if requested and deemed appropriate. After quarantine is lifted, a meeting will be planned with any HOA and existing non-residential property owners will be planned. Engineer Lin to set up timetable with inspections.

Concerns from the committee included:

- Are there any retention pond expectations?
Engineer Lin indicated that there are existing guidelines for village property, but those don't extend to HOA controlled properties.
- The need for due diligence with specifications and standards for HOAs
- Administrator Wucki-Rossbach to consult with Village Attorney for legal options.
- Consensus was to advance this item to the full board.

5. FY 2021 BUDGET

- Discussion on:
 - Prioritization of Projects – Bid/Quote Ready
 - Water Heater Installation at Village Hall
 - Clay Valves/Enterprise Fund
 - RRA ERP/IML Compliance
 - RFP – Televising Sanitary Storms
 - Pump #1 – Pull & Repair-Lift Station/Dawn to look into available grants

6. PROJECT LIST STATUS

- Review List
 - Water Heater – Police department side of building
 - Patches on streets throughout town
 - Plaster the common brick in gymnasium – 2K in the budget Supt. Larson feels he can get it done for only \$1200.

7. OTHER ITEMS FOR DISCUSSION

- Center Street Update
 - Engineer Lin had JULIE's done this weekend.
 - Concerns for pavement condition in certain spots – south side of Center Street
 - MFT project
 - Restoration discussion regarding:
 - Additional patching
 - Landscaping, i.e. seeding, regrading, cost

Engineer Lin to discuss additional patches and landscaping cost.

- Five-Year Capital Improvement Plan
 - Wastewater Treatment Plant Testing Sampler
Engineer Lin discussed memo presented to board. Sample grabs samples on a daily basis rather than monthly basis as is currently being handled. Felt this process was much more precise in sample testing. Has a sampler that is available to be donated to village.
Concerns about sampler:
 - Cannot be installed inside pump room as there isn't room
 - Not weather proof
 - Needs to be protected with a heater
 - Cost prohibitive to heat and house
- Engineer Lin to bring sampler over to Public Works, and Administrator Wucki-Rossbach to work with Engineer Lin to see if they can make it work.

- Annual CCR Report

Engineer Lin explained that we had an unusual 2019. Sample was collected on time but due to lab error/lost sample the village was docked with a violation. The CCR report will be sent to the village and posted on the website for publication.

8. ADJOURNMENT

Having no further business before the committee, motion by Trustee Higgins with 2nd by Trustee Rebore to adjourn meeting. Motion carried by voice vote.

Meeting adjourned at 8:36 p.m.

Respectfully submitted,

Terri D'Amato
Village Clerk



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MEMORANDUM

TO: Infrastructure Committee

FROM: Village Administrator Dawn Wucki-Rossbach 

DATE: June 5, 2020

SUBJECT: STORMWATER MANAGEMENT INFRASTRUCTURE SYSTEM REQUIREMENTS FOR HOMEOWNERS ASSOCIATIONS & NON-RESIDENTIAL PROPERTY OWNERS – REVISED INFORMATION PACKET

BACKGROUND

At the May 12, 2020 Infrastructure Committee Meeting, the Committee reviewed the HOA Packet that was presented. The Committee advised that the subdivisions on Page 2 needed to be corrected and Staff stated that pictures illustrating a few checklist items should be added because they may assist HOAs in understanding what will be inspected.

Staff has revised the packet to include the following, text changes are in red and deleted information is struck through:

1. The correct subdivisions have been identified on Page 2.
2. That the letter to the HOAs further explains the process by stating that that HOAs should review the checklist and prepare their detention pond(s) prior to the Village inspecting their ponds. Once work has been completed, the Village should be contacted and inspection scheduled.
3. HOAs are informed that each pond inspection takes approximately two (2) hours.
4. Pictures of a few checklist items have been added to the bottom of the checklist.

It should be noted that the Ordinance allows for the Village to seek reimbursement from the HOAs for the cost of implementing this ordinance and that includes inspections and it also includes an additional 15% for any work that the Village has to complete if the HOA does not correct the inspection deficiencies identified during the inspection. The last time the Village completed inspections, the HOAs were not invoiced for the cost of the inspections. If the Village were to seek reimbursement for each pond inspection at \$85.00 per hour, the total cost for inspection of one (1) detention pond is \$170.00. Any re-inspections would also be at \$85.00 per hour. These inspections are not specifically identified in the Village Engineer's contract, but could be paid for as part of the Village Engineer's monthly billable hours.

RECOMMENDATION

That the Infrastructure Committee recommend that the Committee motion to accept the packet and that it moves to the Village Board for approval.

Staff recommends that the Village seek reimbursement from the HOAs for the cost of the inspections and any possible reinspection's. If the Committee agrees with the recommendation, the Committee should motion to move the reimbursement information to the Finance Committee for discussion and then possibly onto the Village Board if the Finance Committee concurs with the recommendation.

The Ordinance is also silent on whether or not the ponds should be inspected annually. Staff and the Village Engineer is recommending annual inspections based on the need to maintain the ponds in working order.

Attachments

Stormwater Management Infrastructure System Requirements Packet



Village of Maple Park

STORMWATER MANAGEMENT INFRASTRUCTURE SYSTEM REQUIREMENTS FOR HOMEOWNERS ASSOCIATIONS & NON-RESIDENTIAL PROPERTY OWNERS

May 7, 2020



Village of Maple Park

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June 4, 2020

Dear Homeowners Associations and Non-Residential Development Owners:

The Village has worked to address the flooding issues that have frustrated property owners and taxed municipal streets and storm sewers over the course of several years. To address flooding, the Village has upsized storm sewers and cleaned detention areas, and soon will be televising, root cutting and jetting storm sewer mains in order clean them of any debris and to assess their condition so that their replacement can be added to the Village's Five-Year Capital Improvement Plan.

In order to further reduce the possibility of flooding all stormwater management infrastructure systems must be in proper working order. The need to have properly operating stormwater management systems led to a number of discussions regarding the possible implementation of the Best Management Practice (BMP) of having the stormwater detention areas contained in residential and non-residential developments inspected on a regular basis. In order to implement the BMP, the Village determined it would be best to adopt an ordinance text amendment that would establish the practice of stormwater management infrastructure system inspection, maintenance, abatement and enforcement.

On October 4, 2011, the Village of Maple Park approved Ordinance 2011-10, Exhibit A. Ordinance 2011-10, amended Title 12, Subdivisions Regulations. The ordinance amended Title 12 and:

1. Established definitions for stormwater management terminology.
2. Established that the responsibility for the maintenance of all stormwater management infrastructure for each residential development belongs to the Homeowners Association for each residential development.
3. Provided a checklist to be used when inspections are conducted.
4. Established the abatement process and collection fee for the correction of any violations not completed within 30 days of the inspection.

A copy of the Village Board Meeting Minutes of the meeting discussing the Ordinance can be found as Exhibit B. The discussion regarding the ordinance can be found on Page 5, Item d) Approval of Detention Pond Ordinance. It should be noted that Item d) says Ordinance 2011-09, but is in fact 2011-10.

By approving Ordinance 2011-10, the Village is ensuring that the stormwater management infrastructure systems in each subdivision are maintained so that the infrastructure is in proper working order, thus alleviating the possibility for overflow and flooding when a severe storm event occurs.

Homeowners Associations (HOA) should prepare for the Village's Detention Pond Maintenance Inspection by reviewing the checklist, Exhibit C and having work completed on the detention pond(s) prior to the Village's inspection. Pre-inspection correction of checklist items will prevent additional inspection costs and will decrease the possibility of a violation be identified in the Village's inspection.

Work may be completed by a landscape company or a contractor. The Village recommends obtaining several quotes on the work, that the company doing the work is insured and a reference check on similar type work is completed. Once the HOA feels the pond(s) are ready for inspection they should contact the Village. The inspection of the stormwater management infrastructure systems, which includes detention pond areas in residential and non-residential areas, shall be completed by the Village Engineer. ~~The checklist for the inspection is Exhibit C.~~ Each pond inspection takes approximately two (2) hours to complete.

Any costs or expenses incurred by the Village to achieve compliance from this section of the Municipal code shall be reimbursement by the HOA or property owner. The Village's reimbursement request, including a additional fifteen (15%) above either the contractor's price or the Village's remedial expense to cover the Village's administrative cost of maintaining the stormwater management system.

Once the inspection has been completed, the Homeowners Association (HOA) or the property owner will be given a copy of the inspection results. Any maintenance items or violations, must be abated within 30 days of receiving the inspection results. If the abatement work cannot be completed within 30 days, the Village Engineer is authorized to grant a 30-day extension. If the maintenance items or violations are not corrected within the extended timeframe,

~~, the Village has the right to incur costs or expenses to achieve compliance and seek reimbursement from the HOA or property owner. The Village's reimbursement request will include an additional fifteen (15%) above either the contractor's price or the Village's remedial expense to cover the Village's administrative cost of maintaining the stormwater management system.~~

The Village has provided a copy of the ~~As-Built~~ drawings for the detention ponds contained in the following subdivisions: The Settlement and Squires Crossing.

The Village will provide the HOA or property owner with a schedule for when the annual inspection will be completed.

If you have any questions regarding the process please contact the following:

Public Works Director/Building Inspector Lou Larson at llarson@villageofmaplepark.com or
Village Administrator Dawn Wucki-Rossbach at dwrossbach@villageofmaplepark.com
Office phone is: (815) 827-3309

We thank you for your cooperation in achieving compliance with this ordinance and appreciate the effort in keeping our subdivisions and street flood free.

Sincerely,

Dawn Wucki-Rossbach
Village Administrator

STORMWATER MANAGEMENT INFRASTRUCTURE SYSTEM EXHIBITS

EXHIBIT A – Ordinance 2011-10

EXHIBIT B – Village Board Meeting Minutes – October 4, 2011

EXHIBIT C – Detention Pond Maintenance Requirements & Checklist

EXHIBIT D – As-Built Subdivision Exhibits

VILLAGE OF MAPLE PARK

ORDINANCE NO. 2011-10

**AN ORDINANCE AMENDING TITLE 12, SUBDIVISION REGULATIONS, TO
ESTABLISH RESPONSIBILITY FOR THE MAINTENANCE OF ALL STORM WATER
MANAGEMENT INFRASTRUCTURE, PROVIDING FOR AN ENFORCEMENT
PROCEDURE AND ADDING APPLICABLE DEFINITIONS**

ADOPTED BY
THE BOARD OF TRUSTEES
OF THE
VILLAGE OF MAPLE PARK

Published in pamphlet form by authority of the Board of Trustees of the Village of Maple Park,
Kane and DeKalb Counties, Illinois, this 4th day of October, 2011.

**AN ORDINANCE AMENDING TITLE 12, SUBDIVISION REGULATIONS, TO
ESTABLISH RESPONSIBILITY FOR THE MAINTENANCE OF ALL STORM WATER
MANAGEMENT INFRASTRUCTURE, PROVIDING FOR AN ENFORCEMENT
PROCEDURE AND ADDING APPLICABLE DEFINITIONS**

WHEREAS, it is necessary to establish regulations for the maintenance of all storm water management infrastructure; and

WHEREAS, it is necessary to provide a procedure for enforcement of such regulations.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees for the Village of Maple Park, that Title 12 of the Village Code of Maple Park, Illinois shall be amended as follows:

Section 1. That the Section 12-2-3 (Definitions) is hereby amended to add the following definitions:

"STORM WATER MANAGEMENT SYSTEM" All aspects of the system designed to effectively regulate and control storm water runoff emanating from one property or development to another, and which includes but is not limited to retention basins, detention basins, open waterways, and drainage easement areas.

"STORM WATER" Water that originates during precipitation events, snowmelt, or other runoff sources.

"STORM SEWER" A series of buried pipes, manholes, catch basins, or culvert pipes that are designed to drain excess rain and groundwater from paved streets, parking lots, sidewalks, and roofs, and convey to a drainage way.

"STORM WATER RUNOFF" Water from rain, snowmelt, or other sources, that flows over the land surface.

"DRAINAGE WAY" Use of the land to collect and transport storm water runoff in a swale, ditch, channel, or stream.

Further, that a new Section 12-3-21 shall be added to Title 12, SUBDIVISION REGULATIONS, as follows:

12-3-21. MAINTENANCE OF STORM WATER MANAGEMENT SYSTEMS

A. MAINTENANCE REQUIRED - The Homeowners Association for each residential development and/or the owner of each lot or parcel within the residential development, as well as the owner(s) of any non-residential development, shall be responsible for maintaining in good working order the

Storm Water Management System that has been provided to control the storm water runoff generated by such development. However, the Village of Maple Park shall be responsible for maintaining any Storm Water Management System that is located on Village owned property.

Minimum required maintenance of detention and/or retention basins shall include but not be limited to the control of vegetation within basin areas so as to not exceed a height of ten (10) inches unless otherwise explicitly approved by the Village Planning Commission and/or Village Board as part of a professional landscape plan. In addition, detention and/or retention basins shall not be permitted to accumulate with silt, soil, branches, trees, vegetation, debris, or any other obstructions, or to become damaged or compromised in any way so as to prevent the detention and/or retention basin from effectively operating in the manner in which it was designed and intended as determined by the Village Engineer.

Open drainage ways, or any portion thereof, located on any lot or parcel shall be maintained free from accumulations of silt, soil, branches, trees, vegetation, debris, or any other obstructions which impede the natural flow and/or course of the open waterway as determined by the Village Engineer.

B. INSPECTION – The Village will inspect each Homeowners Association Storm Water Management System according to the attached Inspection and Maintenance Checklist to ensure the system is being maintained in accordance with Village standards. If the Storm Water Management System is deemed unsatisfactory through the inspection, the Homeowners Association will be notified to the deficiencies. Upon notice, the Homeowners Association will have thirty (30) days to correct the deficiencies or be subject to Violation.

C. ABATEMENT OF VIOLATIONS - If the Homeowners Association for the residential development and/or the individual lot or parcel owners within the residential development, or the owner(s) of any non-residential development, after being given notice to comply with the requirements of this section, fail, neglect, or refuse, within thirty (30) days to comply with said order by the Village, the Village may take such action required by such order, either by force account or by contract, or the Village Prosecutor may institute legal proceedings to compel compliance with the order. The Village Engineer is authorized to grant an extension of the thirty-day compliance period if in his/her professional judgment additional time is reasonably required to correct the violation in question.

D. COLLECTION OF COSTS – Any cost or expense incurred by the Village pursuant to achieving compliance with the requirements of this Section, shall be reimbursed to the Village by the Homeowners Association and/or the individual lot or parcel owners within the residential development, or the owner(s) of any non-residential development, including an additional fifteen percent (15%) of either the contractors price or the Village's remedial expenses to cover the

Village's administrative cost of maintaining the Storm Water Management System.

Section 2. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a court of competent jurisdiction, the remaining portions shall remain in full force and effect as if the invalid provision had not been a part of this ordinance.

Section 4: This Ordinance shall be in full force and effect upon its passage and approval as required by law.

AYES: 7

NAYS: 0

ABSENT: 0

APPROVED BY THE 4th DAY OF October, 2011.



Kathleen Curtis

Kathleen Curtis
Village President
Village of Maple Park, Kane and DeKalb
Counties, Illinois

ATTEST:

Elizabeth E. Peerboom

Elizabeth E. Peerboom
Village Clerk
Village of Maple Park



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**Approved by the Board of Trustees
on November 1, 2011.**

MINUTES BOARD OF TRUSTEES MEETING TUESDAY, OCTOBER 4, 2011 7:00 P.M.

1. CALL TO ORDER

President Curtis called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL/QUORUM ESTABLISHED

Members in attendance: President Kathy Curtis, Trustee Greg Cutsinger, Trustee Pat Lunardon, Trustee Debra Armstrong, Trustee Steve Nowak, Trustee Suzanne Fahnestock, and Trustee Terry Borg.

Also in attendance: Village Attorney Kevin Buick, Village Engineer Jeremy Lin, Police Chief Mike Acosta, Public Works Manager Mike Miller, Village Accountant Cheryl Aldridge, and Village Clerk Liz Peerboom.

4. FINANCIAL REPORT

Village Accountant Cheryl Aldridge went over the Financial Report. She advised that the Village has received over 95% of the real estate tax revenue for the year. She added that the revenue for vehicle stickers has gone up due to the efforts of the Police Chief and the Village Clerk.

Mrs. Aldridge advised that the transfer to the water and sewer fund for the general obligation bond payment will be made in October. In the Road and Bridge Fund we have exceeded our budgeted revenue amount for Vehicle License Fees. This is due to the work that the Police Department and Village Clerk Liz Peerboom have put in on vehicle sticker enforcement. We currently have 23 people left that have not complied yet.

5. ACCEPTANCE OF STATEMENT OF CASH AND INVESTMENT REPORT FOR THE PERIOD OF AUGUST

Village Accountant Cheryl Aldridge went over the Cash and Investment Report for the period of August 2011.

6. APPROVAL OF BILLS PAYABLE and MANUAL CHECK REGISTER #686

ACCOUNTS PAYABLE:	\$38,828.78
MANUAL CHECKS:	<u>\$11,600.77</u>
TOTAL:	<u>\$50,429.55</u>

Trustee Lunardon made a motion to approve the bills payable and manual check register #686, seconded by Trustee Borg. Motion carried unanimously by roll call vote. Aye: Cutsinger, Lunardon, Armstrong, Nowak, Fahnestock, Borg. (6-0)

7. RECEIVE AND FILE – COMMITTEE MINUTES

None.

8. RECEIVE AND FILE – WATER REPORT (August 2011)

Trustee Borg made a motion to receive and file the August 2011 Water Report, seconded by Trustee Cutsinger. Motion carried unanimously by roll call vote. Aye: Cutsinger, Lunardon, Armstrong, Nowak, Fahnestock, Borg. (6-0)

9. APPROVAL OF MEETING MINUTES

- a. Regular Board Meeting Minutes – September 6, 2011
- b. Committee of the Whole Minutes – September 20, 2011
- c. Special Meeting – August 30, 2011, September 20, 2011
- d. Public Meeting – September 22, 2011

Trustee Borg advised that the minutes for the Special Meeting were not in the packet.

Trustee Fahnestock made a motion to approve the minutes as presented with the exception of the August 30, 2011 minutes, seconded by Trustee Nowak. Motion carried unanimously by roll call vote. Aye: Cutsinger, Lunardon, Armstrong, Nowak, Fahnestock, Borg. (6-0)

10. LEGAL REPORT

Village Attorney Kevin Buick went over his Legal Report. Mr. Buick advised the Trustees that Trustees will need to take the Open Meetings Act training. Trustee Fahnestock asked if that would be a one time thing. Mr. Buick advised that it will be a yearly training.

Mr. Buick also discussed the following items:

- Akrabawi/Heritage Hills III – a judgment of foreclosure was entered in April and the property sold at judicial sale on September 22, 2011.
- Akrabawi Litigation
- Village of Maple Park Prosecutions

11. POLICE DEPARTMENT REPORT

Chief Acosta went over his Police Department Report. He advised that the biggest cost last month was Fun Fest. Trustee Borg asked if there was a specific line item for Fun Fest. President Curtis advised that the Village Accountant moves that amount from the Police budget to the Fun Fest budget and it appears to be under budget.

Trustee Armstrong talked about the resignation of Officer Thime and if that officer would be replaced. Chief Acosta advised that at this time the position will not be filled.

12. PUBLIC WORKS REPORT

Public Works Manager Mike Miller went over his Public Works report. Trustee Lunardon asked about geese being trapped in the pond. Mr. Miller advised that he would be getting the geese out of the pond soon. Trustee Lunardon also asked about some expenses for repairs on the Civic Center due to vandalism. Trustee Borg asked about turning in the broken window to the baseball league. After some discussion, it was decided that the cost of the broken window would be invoiced to the baseball league.

13. ENGINEERING REPORT

Village Engineer Jeremy Lin went over his Engineering report. Mr. Lin discussed the paving project bid. He added that he is recommending the award of the bid to Curran Contracting Company from Crystal Lake. He added that he will provide the Village with an "as built" set. Trustee Lunardon asked about drainage for the project. Mr. Lin advised that they have designed something to take care of the drainage issue. He also added that the project should be started within the next couple of weeks.

Mr. Lin added that the Watermain Project is back on its feet. He added that some of the scope of the project was re-designed and the project should begin next week. He discussed some of the changes to the project. The Pearl Street section will be part of the IEPA loan.

Mr. Lin also discussed the proposed future elevated water tank.

Trustee Borg had some questions about the water main project and the Pearl Street portion of the project. Mr. Lin advised that the Pearl Street portion will probably be started next spring.

Mr. Lin discussed the Heritage Hills Phase III punch list. Trustee Lunardon asked how that would be addressed. President Curtis said that she will let the trustees know how it will be addressed once the list is finished.

Mr. Lin discussed storm water issues in Heritage Hills. He advised that the John Clare property is a major contributor to the storm water issues, adding that most of which will be alleviated when the John Clare property is developed. Mr. Lin advised that his

recommendation is to add a storm sewer in the farmer's field if the farmer agrees. He does not recommend tearing up the residents' properties on Ashton Drive. He added that this storm water drainage issue project is large in scope and will not be covered by the grant and the village will need to work with the developer of the property. Mr. Lin said that he will do a cost estimate and present it to the village. Trustee Lunardon asked if this is on the back burner, and Mr. Lin said that he will continue working on it but it won't be part of this **grant** project, it will be done as part of a future project.

President Curtis asked if this would be part of the project that was bid, and Mr. Lin advised that this will not be part of the project covered by the grant. President Curtis asked when the project would begin. Mr. Lin advised that when the contractor returns the project agreement, the project can be schedule. Trustee Borg asked what contractor hasn't returned an agreement. Mr. Lin advised that Elliott and Wood has not returned the contract agreement. President Curtis advised that Mike Wood asked for some documents and she responded to him that, on the advice of the Village Attorney, she would present the documents when he returned a signed contract.

Trustee Borg asked Mr. Lin to give a recommendation on what to do with Ashton Drive, Mr. Toms interrupted and Trustee Armstrong advised that she would like to hear from the engineer. Mr. Lin reiterated his earlier recommendation of not proceeding with any mitigation on Ashton Drive at this time.

14. OLD BUSINESS

a) Storm Water Mitigation

Storm water mitigation was discussed in the Engineer's report.

15. NEW BUSINESS

a) Fiscal 2010/2011 Audit Review and Acceptance

President Curtis advised that the auditor had a medical emergency and would not be attending the meeting, but questions would be answered by Village Accountant Cheryl Aldridge. Trustee Borg had some questions about the audit that were answered by the Village Accountant.

Trustee Borg made a motion to accept the audit review, seconded by Trustee Lunardon. Motion carried unanimously by roll call vote. Aye: Cutsinger, Lunardon, Armstrong, Nowak, Fahnestock, Borg. (6-0)

b) 2011 Street Project – Bid Award

Jeremy Lin presented the 2011 Paving Improvements Bid Results. The project was bid on October 2, 2011, and there were two bidders. The lowest responsible bidder was Curran Contracting Company, in the amount of \$107,009.80. Mr. Lin advised that Curran Contracting is a qualified bidder from Crystal Lake, IL, with a history of successful projects in the Chicagoland area for over 70 years. Curran Contracting is

one of the largest asphalt paving companies in Illinois and manages 5 asphalt plants to produce hot mix asphalt in Northwest Illinois. Mr. Lin recommended the award of the base bid contract to Curran Contracting Company.

Trustee Fahnestock made a motion to award the 2011 Paving Improvements contract to Curran Contracting Company in the amount of \$107,009.80, seconded by Trustee Cutsinger. Motion carried unanimously by roll call vote. Aye: Cutsinger, Lunardon, Armstrong, Nowak, Fahnestock, Borg. (6-0)

c) Approval of Storm water Ordinance 2011-10

Village Engineering Jeremy Lin advised the Board that this ordinance is not yet ready, and asked that it be deferred to a future meeting.

d) Approval of Detention Pond Ordinance 2011-09

“AMENDING TITLE 12, SUBDIVISION REGULATIONS, TO ESTABLISH RESPONSIBILITY FOR THE MAINTENANCE OF ALL STORM WATER MANAGEMENT INFRASTRUCTURE, PROVIDING FOR AN ENFORCEMENT PROCEDURE AND ADDING APPLICABLE DEFINITIONS.”

Village Attorney Kevin Buick distributed an updated ordinance to the trustees and discussed the changes made to the ordinance. Trustee Borg asked about penalties. Mr. Buick advised that he removed language that doesn't match up with Illinois law, but kept language for penalties. Trustee Lunardon asked about definitions. Mr. Buck advised that the definitions are addition to the definitions in Title 12 of the Village Code. Mr. Buick advised that he kept in the language for penalties, but took out what doesn't match up with IL law.

Trustee Lunardon made a motion to approve Ordinance 2011-09 as amended, seconded by Trustee Nowak. Motion carried unanimously by roll call vote. Aye: Cutsinger, Lunardon, Armstrong, Nowak, Fahnestock, Borg. (6-0)

e) Approval of Public Hearing Ordinance 2011-11

“ORDINANCE TO ESTABLISH DATE FOR PUBLIC HEARING FOR THE MAPLE PARK TAX INCREMENT FINANCING DISTRICT.”

President Curtis advised that this ordinance is required by law to set the date for the Public Hearing. The date will be November 22, 2011.

Trustee Armstrong made a motion to approve Ordinance 2011-11 as presented, seconded by Trustee Cutsinger. Motion carried unanimously by roll call vote. Aye: Cutsinger, Lunardon, Armstrong, Nowak, Fahnestock, Borg, Curtis. (7-0)

16. TRUSTEE REPORTS

Trustee Fahnestock advised that Village Accountant Cheryl Aldridge closed the River Boat grant in the amount of \$40,000 and is working on finalizing the GIS grant in the amount of \$5,000.

Trustee Lunardon advised that the Library and St. Vincent DePaul rental leases are due. She will forward the new leases to the Village Clerk to be finalized. Trustee Borg asked about energy usage and was advised that the energy usage issue is no longer a problem because St. Vincent DePaul got rid of their refrigerator.

Trustee Armstrong asked about trick or treat hours and the Halloween Parade. President Curtis said that the trick or treat hours are on the website as is the information about the parade. The 4-H will be using the gym on the day of the parade.

President Curtis asked Trustees Armstrong and Lunardon to check their calendars to schedule a property maintenance meeting.

Trustee Nowak commented on the gross misuse of easements. He said that he and Trustee Cutsinger went to Ashton Drive a few weeks ago to view the drainage issues themselves. He said they observed several occurrences where residents are misusing the easement, including a clear removal of a berm and modification of the swale. He said that he feels that the village needs to take a closer look at what the residents are doing to the easements and check on proper permitting of the items placed in the easements. Trustee Borg discussed issues with prior home inspections. Much discussion was held about misuse of the easements by the residents. President Curtis added that the village should look at the building inspector contract and resolve it all at once.

17. PUBLIC COMMENTS

PUBLIC COMMENTS ARE THE OPINION OF THE PERSON SPEAKING AND ARE IN NO WAY TO BE TAKEN AS THE OPIONION OF THE VILLAGE OF MAPLE PARK.

Mr. James Toms, 306 Ashton Drive, advised that he has spoken with IDOT and has gotten a resolution on the drainage issues. He advised that IDOT will be excavating in the next two or three weeks to alleviate the flooding. Trustee Fahnestock asked if they responded in writing. Mr. Toms said that they have not yet. Mr. Toms said that to his knowledge there has never been a berm on those properties. He said that he did not take down the berm, that it is a fairy tale that is being spread by the good folks in Maple Park. Mr. Toms talked about when he put up a fence he was told by the previous Village Clerk that he didn't need a permit for his fence. He added that he has a registered letter, received two days after the fence went in, in his files saying that he should have gotten a permit. Mr. Toms advised that the reason they put in fences is because of the sound from Route 38. Trustee Lunardon asked if Mr. Toms could give the IDOT information to the village engineer. Trustee Armstrong asked what IDOT's proposed project will do to the village's project.

Mr. Roger Kahl advised that he had heard that Curran's was shutting down the black top plant in two weeks if they have no more work, so it's a good time for them to get the paving project.

18. EXECUTIVE SESSION – Review of Closed Session Minutes 5 ILCS 120/2(21)

Trustee Borg made a motion to go into closed session "for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06" seconded by Trustee Cutsinger.

The Board went into closed session at 8:13 p.m.

The Board returned to open session at 8:22 p.m.

19. MATTERS REFERRED FROM EXECUTIVE SESSION

ADOPTING RESOLUTION 2011-04 "AUTHORIZING THE DESTRUCTION OF AUDIO RECORDING OF CLOSED MEETING SESSIONS."

Trustee Armstrong made a motion to adopt Resolution 2011-04, seconded by Trustee Lunardon. Motion carried unanimously by roll call vote. Aye: Cutsinger, Lunardon, Armstrong, Nowak, Fahnestock, Borg. (6-0)

20. ADJOURNMENT

Trustee Armstrong made a motion to adjourn the meeting, seconded by Trustee Cutsinger. Motion carried unanimously by voice vote.

Meeting adjourned at 8:24 p.m.

Village of Maple Park

Detention Pond Maintenance Requirements

Routine maintenance includes:

Regular Inspections: Yearly scheduled inspections with attached checklist, and inspections after major rainfall events, to check for obstructions/damage & to remove debris/ trash.

Vegetation Management: Mowing on a regular basis to prevent erosion or aesthetic problems. Cattails, and other indigenous wetland plants are encouraged along the pond perimeter for pollutant uptake and breakdown, but must be removed when they cover the entire pond surface. Limited use of fertilizers and pesticides in and around the ponds to minimize entry into pond and subsequent downstream waters. Excessive vegetation such as willows or other large trees and shrubs should be removed unless specifically planted as part of the treatment plan. Yearly inspection and treatment program for common regional aquatic weeds and algae.

Trash, debris and litter removal: Removal of any trash, etc. causing any obstructions at the inlet, outlet, orifice or trash rack during periodic inspections and especially after every runoff producing rainfall event. Side slopes and the collection system (i.e. catch basins, piping and grassed swales) also need litter and debris removal on a regular basis. General pickup of trash, etc. in and around the pond during all inspection.

Mechanical Equipment check: Inspection of any valves, pumps, fence gates, locks or mechanical components during periodic inspections and appropriate replacement/repair.

Storm Sewer System and Structural Component check: Inspection of the outlet works, inlet, orifice, trash rack, trickle channel on a regular basis for additions to the annual Nonroutine Maintenance list

Review by a licensed Professional Civil Engineer

Non-routine maintenance includes:

Bank erosion/stabilization: It is critical to keep effective ground cover on all vegetated areas in order to see the benefits of proper infiltration of runoff, and effective filtering of pollutants. All areas not vegetated should be re-vegetated and stabilized immediately. Grass should be mowed at a frequency where 9" to 12" of height can be maintained for adequate erosion protection. Excessive bank erosion may result in bank failures.

Sediment removal: Every six months or so, the accumulated sediment should be removed from the bottom of the outlet structure and the pond depths checked at several points. If the depth of the accumulated sediment is greater than 25% of the original design depth, sediment should be removed to the design depth to ensure adequate storage capacity. In general, sediment removal will be required every 5 to 15 years.

Structural Repair/Replacement: Eventually the outlet structure or other structural components like the trickle channel or trash rack will need repair or be replaced.

Maintenance Item	Satisfactory/ Unsatisfactory	Recommended Inspection Frequency	Comments
Inlet/Outlet Pipes			
Structural integrity of inlet/outlet (Any inlet pipes broken, crumbling, separated?) List Inlet Pipes Approximate Diameter and Type of Material Inlet Pipe 1 _____ Inlet Pipe 2 _____ Inlet Pipe 3 _____ Outlet Pipe Size/Type _____		A	
Riprap at inlet pipe (Is the riprap still present? Is it visible and not covered with sediment?)		A	Picture A
Stone around outlet pipe (Is the stone clogged with debris and/or sediment?)		A	Picture B
Trash or debris blocking inlet/outlet (Inspect to ensure no major obstructions hindering general functionality)		M	Picture C
Inspect/clean catch basin upstream of the BMP if accessible.		A	
Inspect inlets and outlet for erosion (Are there eroded areas around the pipes?)		A	Picture B
Inspect overflow spillway for signs of erosion.			
Pretreatment (if applicable) (Might include sediment forebay, upstream catch basin, bioswale, rain garden, swirl concentrator)			
Device functioning to trap/collect sediment		A	
Remove accumulated sediment as appropriate for the pretreatment device. forebay		A	
Detention Pond		A	
Inspect side slopes, berms and emergency overflow for erosion		A	
Reestablish permanent native vegetation on eroded slopes		As needed	
Inspect for excess sediment accumulation in pond if not pretreatment device is present		A	
Overall functionality			
Ensure pond is functioning properly (Professional Civil Engineer is recommended)		A	
Ensure the outlet is functioning properly (Professional Civil Engineer is recommended)		A	
Optional/Enhancements			
Maintain 15-20 feet “no mow and chemical free” zone		A	
Mow (or burn) the “no mow” zone		A	
Inspect basin and “no mow” zone for invasive species.		A	

Qualified professional applicator selectively herbicide invasive species		A	
Increase plant diversity by planting additional vegetation in and around pond.		A	

Detention Pond Inspection Checklist

Project Location: _____

Date/Time: _____

Inspector: _____



Picture A

Riprap is the stone below the inlet, it must not be full of sediment and will need to be replaced over time.



Picture B

Soil erosion around inlet and stone needs replacement.



Picture C

The debris on the grate and in front of the inlet needs to be removed.

G:\41510\ASSUM\T\8131\0257.dwg GRADING PLAN NORTH, 4.5.2011 10:52:23 AM (Plan)

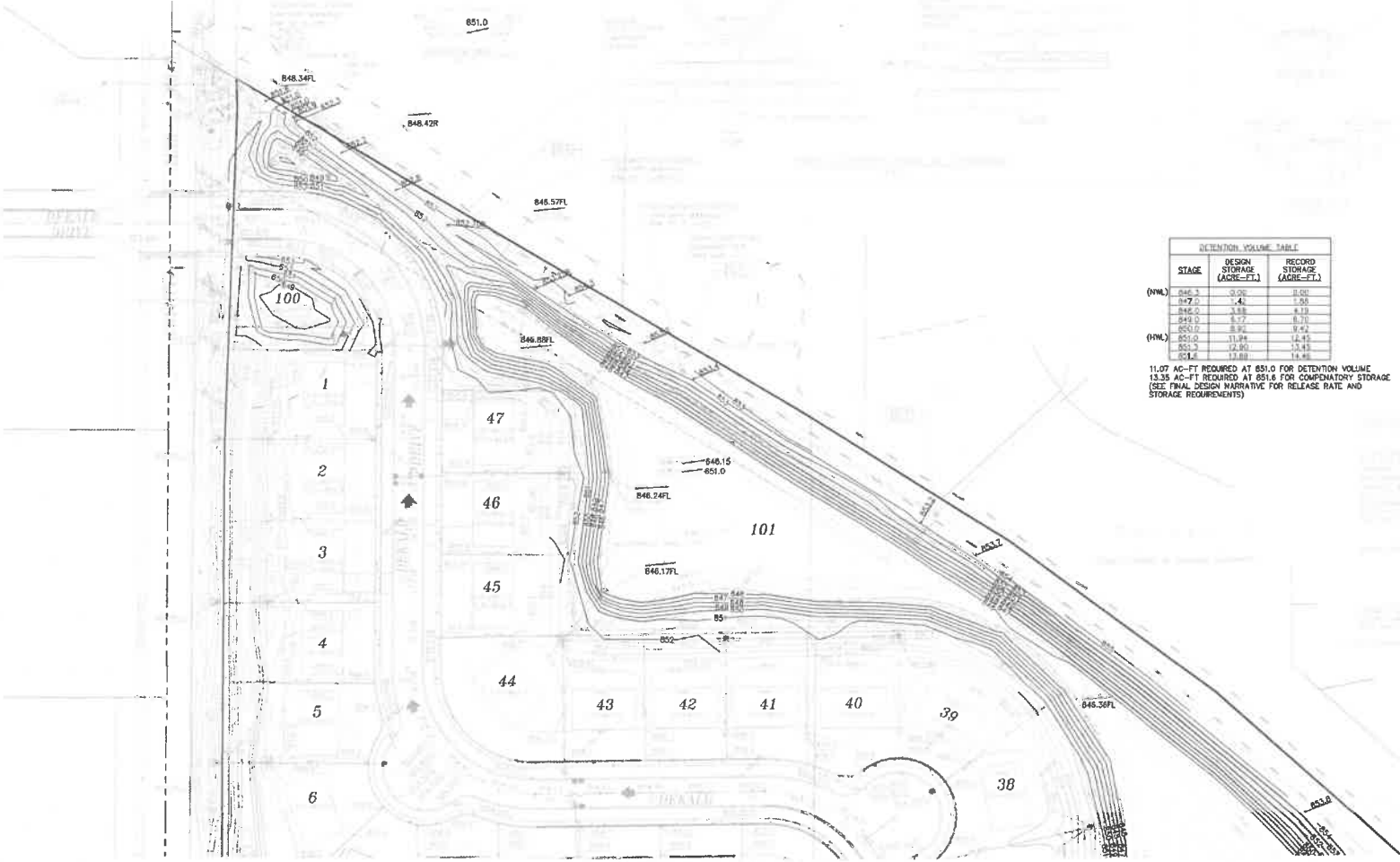
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RIVER MIST DEVELOPMENT CORP.
P.O. BOX 2770
NAPERVILLE, IL 60567-2770
PH. (630) 922-8277
FX. (630) 922-8278

REVISIONS			REVISIONS		
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

SQUIRES CROSSING					
GRADING AND SOIL EROSION CONTROL PLAN - NORTH					
RECORD DRAWINGS					
ENR/300, BY	FD/ALW	FILE	AB310101R	FILED BY OTHERS	
SCALE: 1"=50'	DATE	11/19/05	JOB NO.	310.007	SHEET NO. 6 OF 14



QUADSTANDARD ABSTRACTING GRADING PLAN SOUTH 1/2011 12:15:57 AM 1/2011

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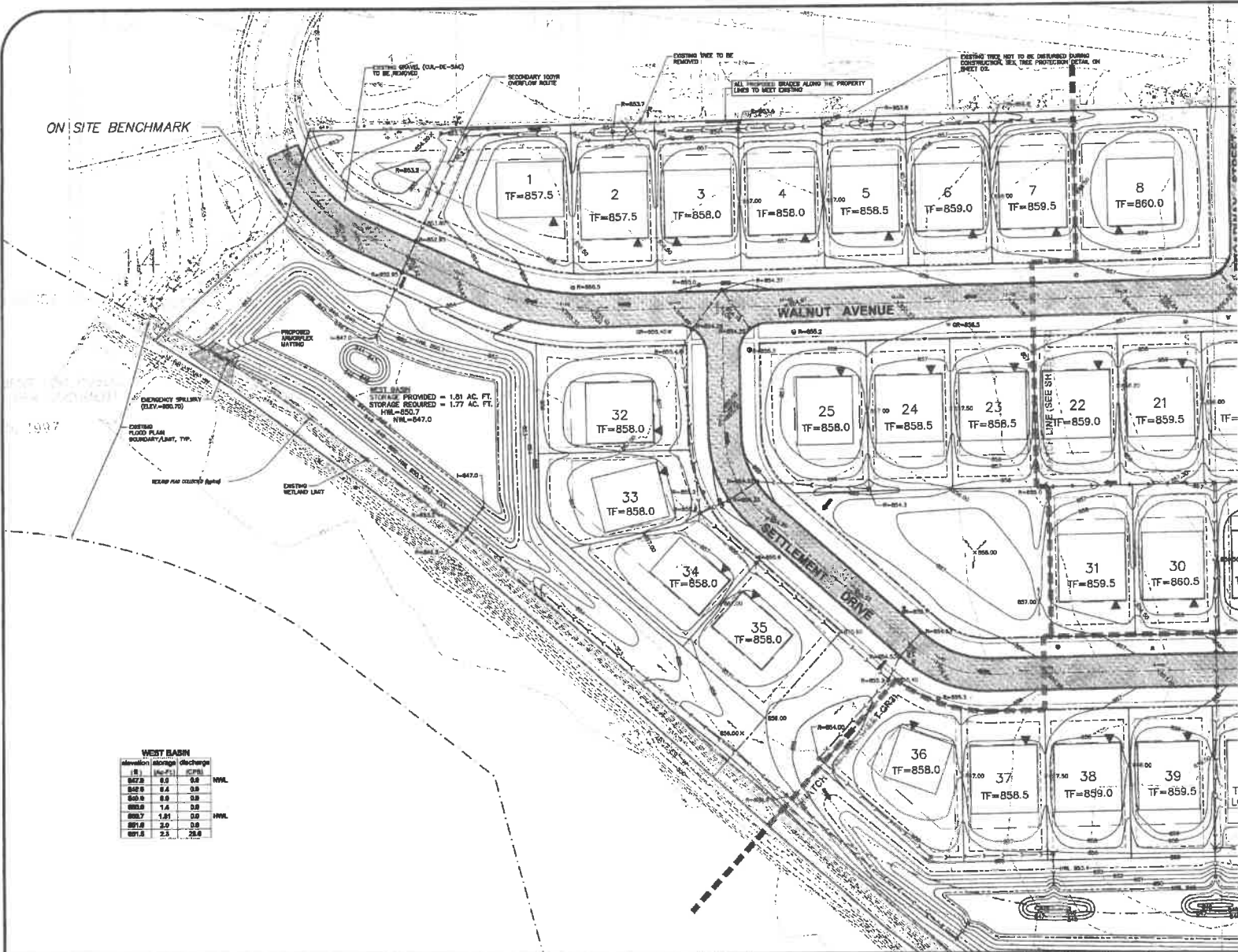
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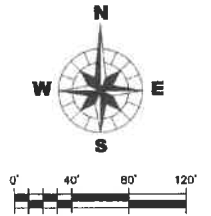
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NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

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RECORD DRAWINGS					
DRN./CRO. BY	FB/ALW	FILE	AB310798	FILED BY OTHERS	
SCALE	1"=50'	DATE	11/19/05	JOB NO.	310.007

SHEET NO.
7 OF 14



- NOTES:
1. ALL UNPAVED STREET RIGHT-OF-WAY SHALL BE SEEDED.
 2. REFER TO SHEET GR1 FOR TYPICAL PAVEMENT SECTION.
 3. MAXIMUM SIDE SLOPES OF DETENTION BASIN ARE 4:1.
 4. SEE SHEET SP01 FOR SPECIFICATIONS.
 5. OVERFLOW ROUTE
 6. FLOW DIRECTION
 7. ALL STORM SEWER PIPE 12" DIA. & LARGER SHALL BE REINFORCED CONCRETE CLASS IV AND ALL SEWER LESS THAN 12" DIA. INCLUDING SLUMP PUMP COLLECTOR PIPES, SHALL BE PVC FOR 30' UNLESS OTHERWISE NOTED. ALL LINED DRAIN SECTIONS SHALL BE REINFORCED CONCRETE.
 8. TF= PROPOSED TOP OF FOUNDATION ELEVATION
LO= PROPOSED LOOK-OUT ELEVATION
W= PROPOSED WALK-OUT ELEVATION
FLO= PROPOSED FORMAL LOOK-OUT
 9. ALL EXISTING DRAIN TILES WITHIN TIES DEVELOPMENT SHALL BE REMOVED BY SUT TRENCHING.
 10. TRENCH BACKFILL SHALL BE USED IN ALL UTILITY TRENCHES UNDER & WITHIN 3' OF ALL PROPOSED PAVEMENT AREAS.
 11. FINISHED GRADE SHALL BE A MIN. OF 6" BELOW TF.
 12. 18" DIA. CURB & GUTTER SHALL BE CUT FOR DRIVEWAYS AT TIME OF HOUSE CONSTRUCTION.
 13. RESURF 12" TOPSOIL IN BOTTOM OF DETENTION BASIN 6" ALL OTHER DISTURBED AREAS.
 14. APPROXIMATE DRIVEWAY LOCATION



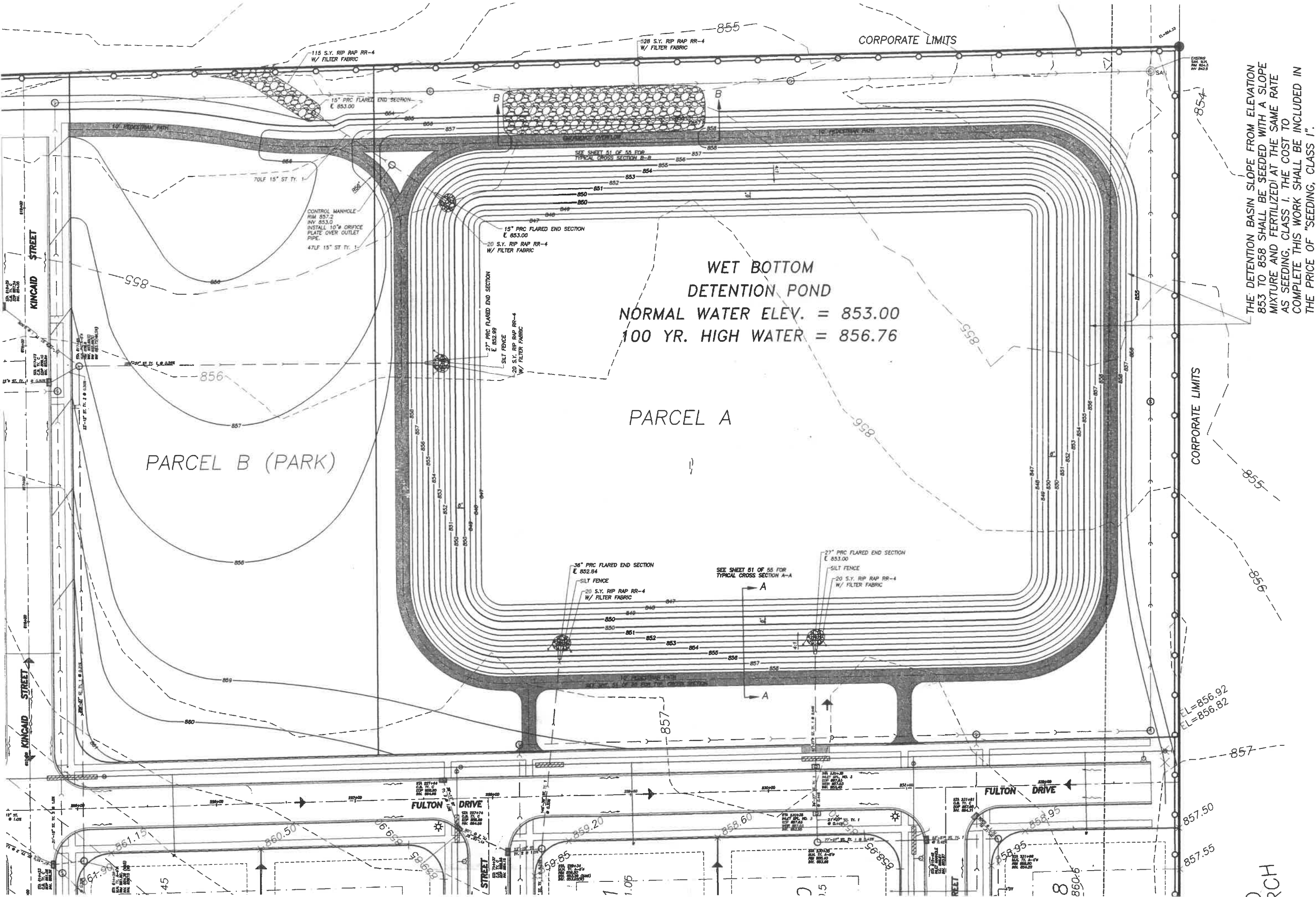
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(630) 584-0042

DESIGN	JRH
DRAWN	DJV
CHECKED	JSB
SCALE	1" = 40'
FILE NAME	01-253A-GR1.dwg

TITLE:	MAPLE PARK	PROJECT NO. 01-253A
	GRADING AND DRAINAGE PLAN	DATE: 11/22/02
		SHEET 6 OF 25
		DRAWING NO. GR1

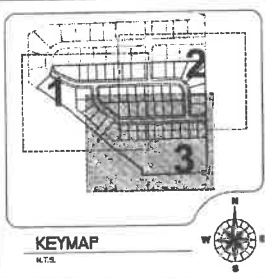
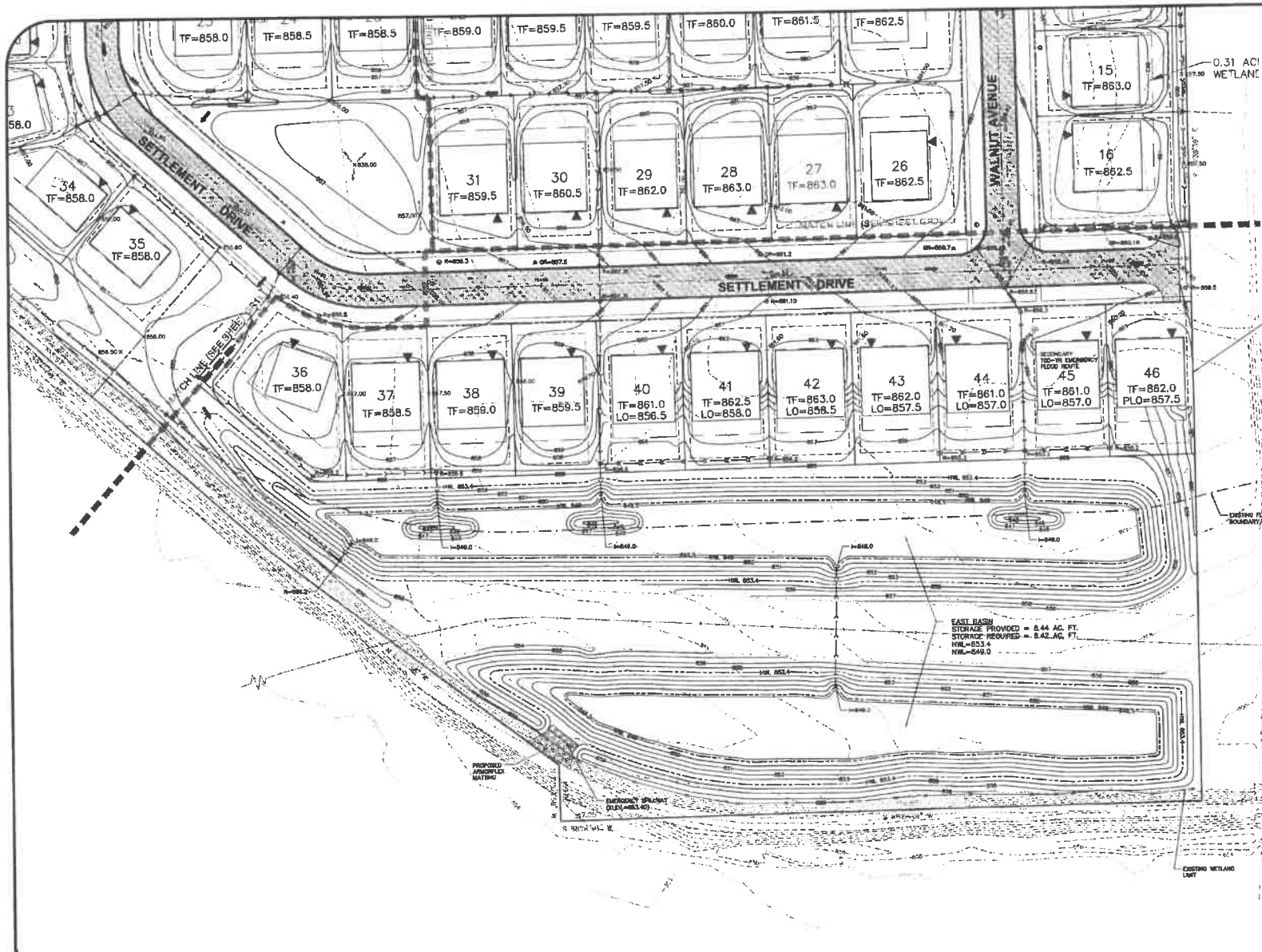




WET BOTTOM
DETENTION POND
NORMAL WATER ELEV. = 853.00
100 YR. HIGH WATER = 856.76

THE DETENTION BASIN SLOPE FROM ELEVATION 853 TO 858 SHALL BE SEEDED WITH A SLOPE MIXTURE AND FERTILIZED AT THE SAME RATE AS SEEDING, CLASS I. THE COST TO COMPLETE THIS WORK SHALL BE INCLUDED IN THE PRICE OF "SEEDING, CLASS I".

SP



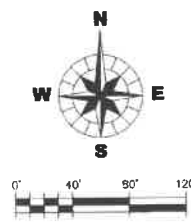
ALL PROPOSED GRADES ALONG THE PROPERTY LINES TO MEET EXISTING

NOTE:
1. SEE CONSTRUCTION NOTES, SEE OR

EAST BARR			
Elevation	Area (sq. ft.)	Depth (ft.)	Vol. (cu. ft.)
858.0	9.0	1.0	9.0
858.5	1.0	0.5	0.5
859.0	3.0	0.5	1.5
859.5	4.2	0.5	2.1
860.0	7.0	0.5	3.5
860.5	8.54	0.5	4.27
861.0	6.7	0.5	3.35
861.5	19.0	2.0	38.0

EXISTING FLOOD PLAN BOUNDARY/LIMIT TYP.

EAST BARR
STORAGE PROVIDED = 8.44 AC. FT.
STORAGE REQUIRED = 8.42 AC. FT.
HWS = 853.0
HWS = 849.0



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DESIGN	JRH
DRAWN	DJW
CHECKED	JLB
DATE	
PROJECT NO.	01-0234-GR.dwg
DATE	

DESIGN	JRH
DRAWN	DJW
CHECKED	JLB
DATE	
PROJECT NO.	01-0234-GR.dwg
DATE	

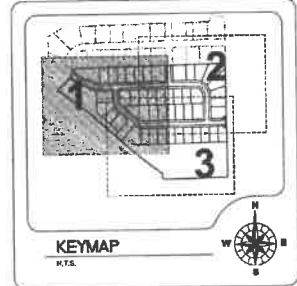
TITLE

MAPLE PARK

GRADING AND DRAINAGE PLAN

PROJECT NO. 01-0234
DATE: 1/2/2002
SHEET 11 OF 25
DRAWING NO. GR3

ON SITE BENCHMARK



LEGEND

- MI = MANHOLE
- CB = CATCH BASIN
- I = INLET
- E = PLUMED END SECTION
- SB = SUMP STRUCTURE
- S = SANITARY MANHOLE
- WV = VALVE VAULT
- PH = FIRE HYDRANT
- 3P = MEDIAN R-3200-A CURB FRAME AND GRATE
- 10 = MEDIAN R-1712-B FRAME WITH CLOSED LID
- 4B = MEDIAN R-2002 FRAME AND GRATE (OPEN LID)

TRENCH BACKFILL

INDICATES PIPE CROSSING

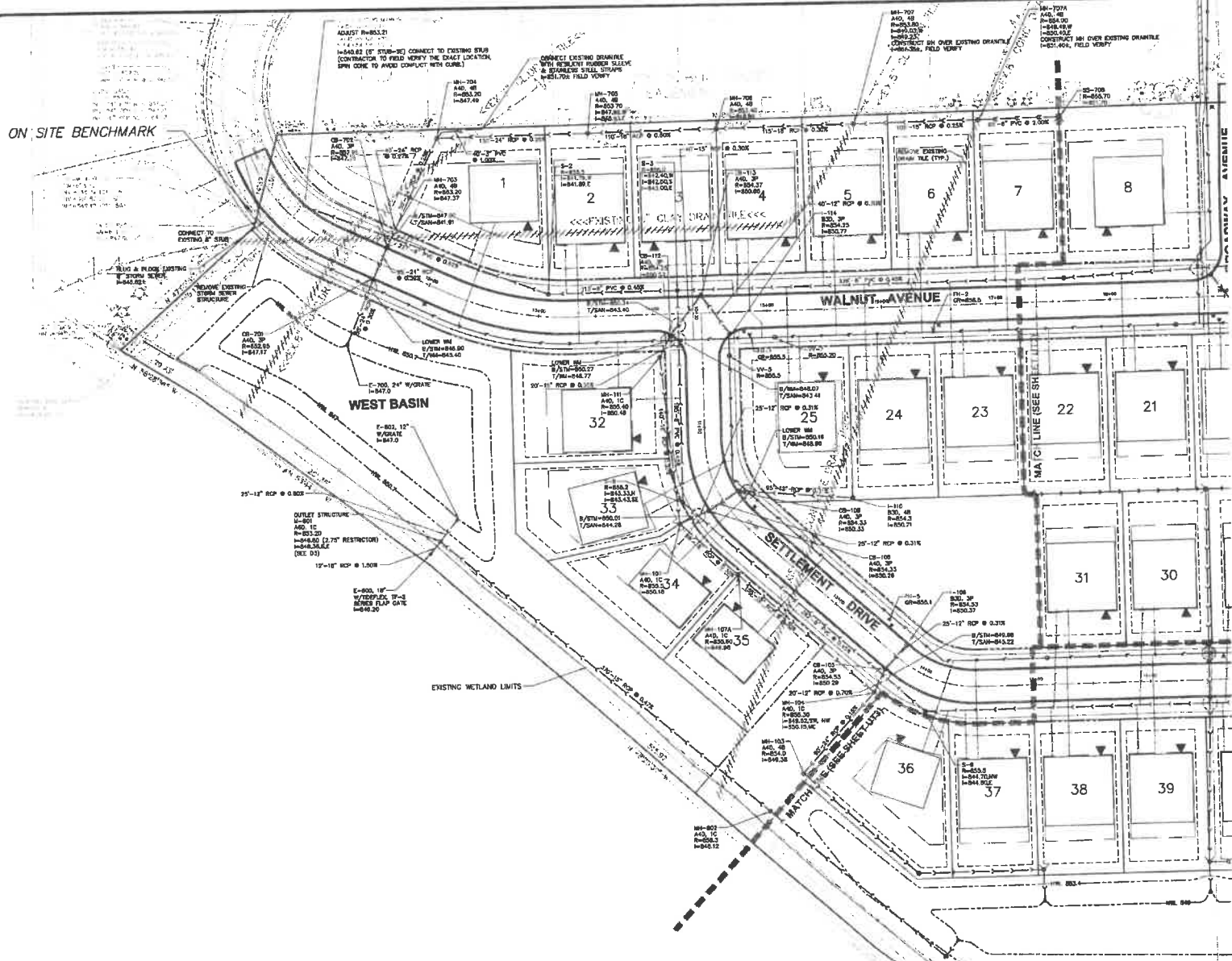
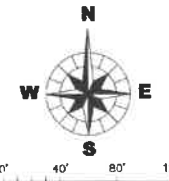
INDICATES PIPE CONTACT WITH EXISTING UTILITY (SEE THE VERTICAL SEPARATION ON SHEET D)

USE TYPE L VANE STYLE GRATE ON SIDE SLOPE WHERE STRUCTURE IS NOT LOCATED AT A LOW POINT

TYPE OF STRUCTURE
TYPE OF STRUCTURE
TYPE OF STRUCTURE
TYPE OF STRUCTURE

NOTES

- 1) RAIL GRADES FOR CURB STRUCTURES, INLETS, CATCH BASINS, AND MANHOLES REFLECT THE LOW LINE GRADE OF THE CURB.
- 2) CONTRACTORS TO PROVIDE ADDITIONAL FITTINGS AS NECESSARY TO (NO NO DEGREE FITTINGS WILL BE ALLOWED) EXCEPT WITHIN ALONG STREET CURVES WITHOUT EXCESSIVE MANUFACTURER'S RECOMMENDED WATERTIGHT JOINTS (MINIMUM JOINTS OF CURVATURE TO BE OBTAINED BY PIPE JOINTS ONLY - 2000).
- 3) ALL SUMP PUMP SERVICES SHALL BE 4-INCH DIAMETER PVC 300-15.
- 4) TRENCH BACKFILL SHOWN FOR SANITARY, STORM AND WATER ONLY. TRENCH BACKFILL REQUIRED FOR SANITARY AND WATER SERVICES AND COMPLETED WITHIN 3 FEET OF AND CROSS PROPOSED PERMANENT TRENCH (WHICH IT IS NOT SHOWN).
- 5) ALL EXISTING DRAIN BILLS WITHIN THE DEVELOPED AREAS, EXCEPT WITHIN WETLAND AREAS, SHALL BE REMOVED USING SILENT TRENCH METHOD. (E DRAIN TUBS TO STORM SEWER SYSTEM).
- 6) ALL EXISTING STRUCTURE PINS SHALL BE ADJUSTED TO MATCH PROPOSED GRADES.
- 7) SOME SANITARY SERVICES AND SUMP PUMP CONNECTIONS WILL REQUIRE PIPES TO AVOID CONFLICT WITH OTHER UTILITIES.
- 8) ALL SANITARY SERVICES SHALL BE PVC 300-25 UNLESS NOTED ON PLANS.
- 9) ALL WATERTIGHT SHALL BE 4" CP 52 UNLESS OTHERWISE NOTED ON PLANS.
- 10) FOR FLAP GATE, USE TOOLBOX (PVC-7-2) SERIES AS MANUFACTURED BY REDHILL CAT INC. OR APPROVED EQUAL.



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DESIGN	JRH	TITLE	PROJECT NO. 01-033A
DRAWN	DJV	DATE	11/2/02
CHECKED	JLB	SHEET	12 OF 25
SCALE	1" = 40'	DRAWING NO.	UT1
FILE NAME	01-033A-UT.dwg		

PATTERSON SUBDIVISION

EXISTING GRAVEL CUL-DE-SAC SHALL BE MAINTAINED & KEPT IN WORKING ORDER UNTIL WALNUT AVENUE IS CONSTRUCTED. REMOVE CUL-DE-SAC PRIOR TO ROAD CONSTRUCTION. MAPLE AVENUE WILL NOT BE ALLOWED TO BE USED AS A CONSTRUCTION ENTRANCE.

10' WIDE BUTT-JOINT

SAW CUT & REMOVE ±30' OF ROADWAY & ±30' OF 36:12 CURB & GUTTER

30' PUBLIC DRAINAGE & UTILITY EASEMENT

30' PUBLIC DRAINAGE & UTILITY EASEMENT

ON SITE BENCHMARK

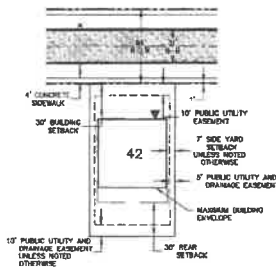
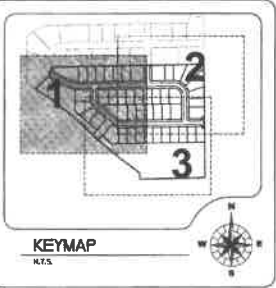
INSTALL TYPE II BARRICADE TO LIMIT ACCESS DURING CONSTRUCTION (SEE TRAFFIC CONTROL PLAN, TFI)

WEST BASIN

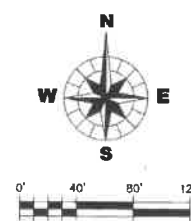
WALNUT AVENUE

SETTLEMENT DRIVE

EAST BASIN



- NOTES:
1. ALL DIMENSIONS ARE MEASURED TO THE BACK OF CURB UNLESS NOTED OTHERWISE.
 2. FOR SIDEWALK INTERSECTING CURBS, PROVIDE DEPRESSED CURB AND TYPE B HANDICAP RAMPS PER DETAIL.
 3. REFER TO PLAT OF SUBDIVISION BY GLENN D. TORRICH SURVEYORS FOR LOT BOUNDARY AND DIMENSIONS. USE PLAT OF SUBDIVISION TO ESTABLISH PROPERTY LOT CORNER/IRON PINS. NOTIFY THE ENGINEER PRIOR TO ANY START OF CONSTRUCTION FOR ANY DISCREPANCY BETWEEN THE PLAT OF SUBDIVISION AND THIS GEOMETRIC PLAN.
 4. BUILDING FOOTPRINT IS REPRESENTATIVE OF POSSIBLE SIZE AND LOCATION OF THE BUILDING. THE EXACT SIZE AND LOCATION MAY VARY BASED UPON ACTUAL MODELS.
 5. ALL PROPOSED CURBS SHALL BE 36:12 CURB & GUTTER PER DETAIL ON SHEET GNT.



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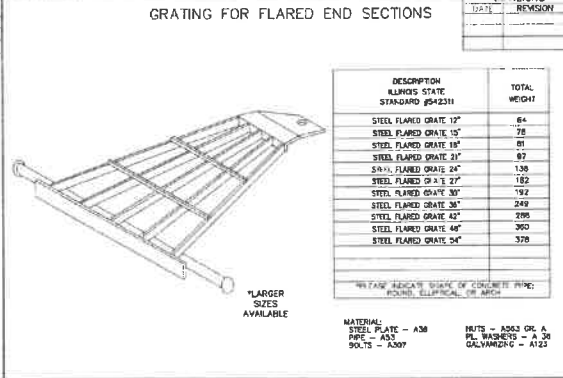
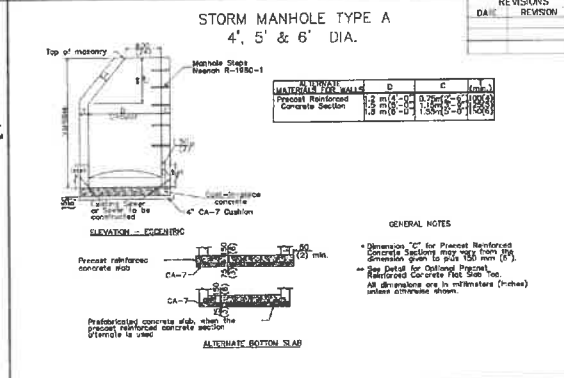
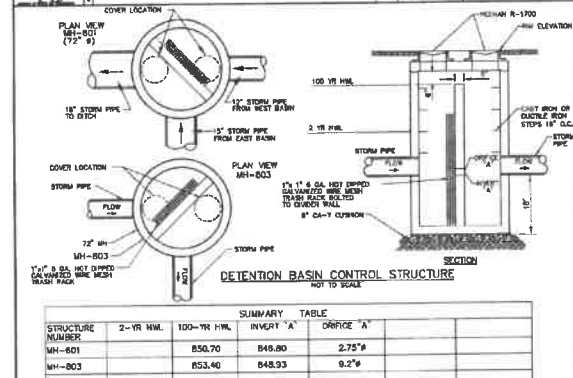
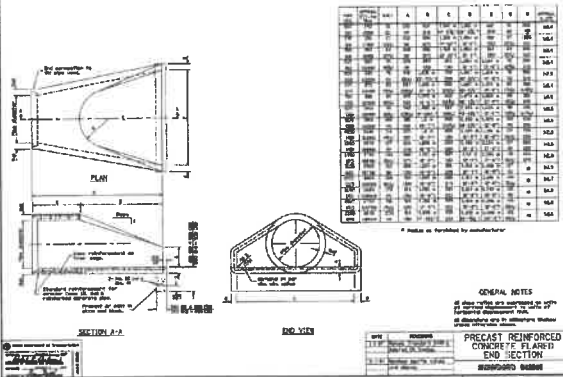
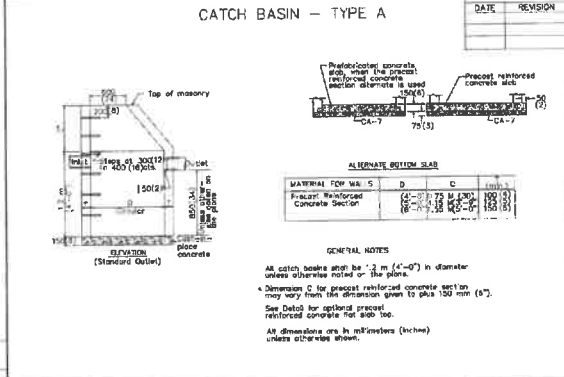
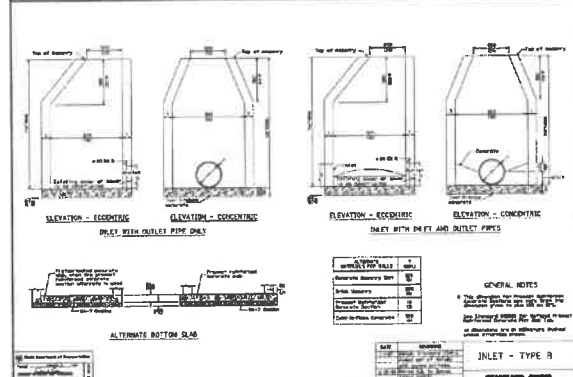
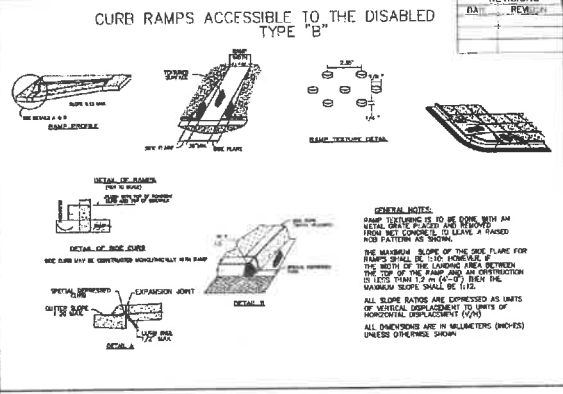
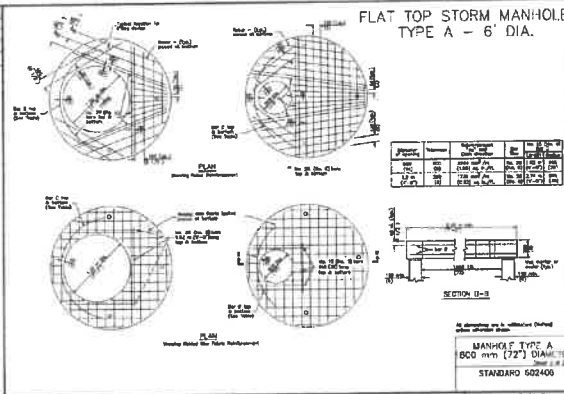
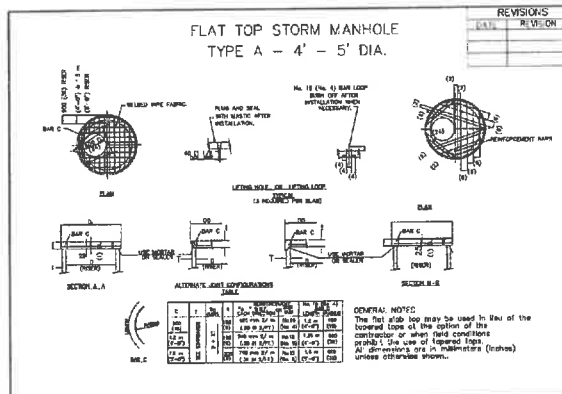
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NO.	DATE	REVISION	DESCRIPTION
1	5/20/23		PER REVIEW
2	6/1/23		REVISION

DESIGN	JRH
DRAWN	DJV
CHECKED	JLS
SCALE	1" = 40'
FILE NAME	01-255A-GM.dwg

TITLE:
THE SETTLEMENT - MAPLE PARK
GEOMETRIC AND LIGHTING PLAN

PROJECT NO.: 01-255A
DATE: 11/22/22
SHEET: 6 OF 25
DRAWING NO.:
GM1



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PROJECT NO. 11-000A	DATE: 10/1/88	SHEET 24 OF 25	DRAWING NO. D3
TITLE: THE SETTLEMENT	DETAILS		
DSGN: JRM	DWN: JRM	CND: JRM	SCALE: NONE
FILE NAME: 01-0330-DETAILS.dwg			



Village of Maple Park

302 Willow Street ♦ P.O. Box 220 ♦ Maple Park, Illinois 60151

Village Hall: 815-827-3309

Fax: 815-827-4040

Website: <http://www.villageofmaplepark.com>

MEMORANDUM

TO: Infrastructure Committee

FROM: Village Administrator Dawn Wucki-Rossbach

DATE: June 4, 2020

SUBJECT: WASTEWATER TREATMENT PLANT (WWTP) – SAMPLER MACHINE

BACKGROUND

At the May 12, 2020 Infrastructure Committee Meeting, Member Rebone presented the need to have a sampling machine installed out at the WWTP as soon as possible. Installing a machine is important because it will prevent the Village from having to expend additional funds for future permit compliance. Currently, the Village complies with Illinois Environmental Protection Agency (IEPA) testing requirements by pulling a grab sample of the discharge. The concern with a grab sample is that if the Village has one day where levels of Volatile Organic Compounds (VOC) are at a higher level in a sample it may cause a violation. A sampler would draw a small sample over a longer period of time and this average sample should show a true picture of what our discharge looks like over time. Sample levels are used to establish parameters of acceptability by the IEPA and are reflected in our permits with the IEPA. If there appears to be a continuous problem the IEPA may place more stringent permit requirements on the Village in regards to our current operation or our future WWTP. In order to achieve the established permit requirement discharge parameters, the Village may need to expend a great deal more dollars than it already does in order to meet the parameters.

Discussion ensued about the sampler not being proposed during the budget process or included in the Five-Year Capital Improvement Plan (CIP.) Village Engineer Lin stated that Lin Tech Engineering has an older unused sampling unit that Lin Tech would be willing to donate to the Village. The Committee thanked Engineer Lin for his offer.

The Committee asked Staff to investigate the total cost of the project and report back to the Committee.

The estimated total cost of the project is listed below:

Description	Cost
All-Weather 2.5-gallon Sampler Bundle	\$7,861
Shipping	\$ 420
Commonwealth Edison – Transformer, drop for single phase service, pole and meter	*
Electric connection for outdoor panel, single phase electric (verbal quote based on site visit)	~\$5,000
Grading and concrete pad	\$1,000
Set up Sampler	\$1,000
TOTAL ESTIMATED COST	\$15,281

*May be no cost to the Village; need to meet with the electrician and Com ED estimator to obtain cost.

The project includes the installation of a concrete pad (4' X 4' X 6") on which the all-weather heated sampling unit would be secured. Grading would also need to be completed to keep the concrete pad level. Piping would need to be run from the basin located towards the top of the hill on the west side of the treatment plant facility where the discharge flume is located.

Staff also investigated the proposed WWTP sampler donation proposal. Speaking with Engineer Lin, Lin Tech Engineering received the sampler from a contractor that they have done business with. The unit is an unused 10 years old Hach 900 Sampler.

RECOMMENDATION

Staff provides the following:

1. Staff appreciates the sincerity of Lin Tech Engineering's proposed donation of a Hack 900 WWTP sampler, the Village is always grateful for donations; however, based on prudence and practicality, Staff is recommending to the Infrastructure Committee that it is inappropriate for the Village to accept the donation.
2. That the wastewater treatment sampler was not placed in the FY2021 Budget; if the Infrastructure Committee feels strongly that the unit should be purchased and installed in FY2021 that a recommendation be made to the Finance Committee and subsequently the Village Board that a budget amendment should be made and the \$15,281 sampler cost be added to the FY2021 Budget, Sewer Improvement Fund 56-00-5900 Other Expenses.
3. That the wastewater treatment sampler be added to the Five-Year Capital Improvements (CIP) Budget. If the FY2021 Budget is amended to include the sampler, the sampler will be added to the CIP in the year of its manufacture's expected lifespan. If the sampler is not added to the FY2021 Budget, the sampler will be placed in FY2022 Budget, depending on the Committee's decision.

Attachments

Specifications Sheet for a Hach AS950 AWRS Sampler Specifications

Hach Quotation Dated June 4, 2020

Quotation

Quote Number: 100564691v1

Use quote number at time of order to ensure
that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 04-Jun-2020

Quote Expiration: 03-Aug-2020

VILLAGE OF MAPLE PARK
PO BOX 220
MAPLE PARK, IL 60151-0220

Name: Dawn Wucki-Rossbach
Phone: (815) 827-3309
Email: dwcrossbach@villageofmaplepark.com

Customer Account Number : 071666

Sales Contact: Jeremy Still Email: jstill@hach.com Phone: 970-278-4904

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price
1	ASA.CXXX2X21XX	AS950 All Weather Sampler Bundle with Compartment Heater and 2.5 Gallon Bottle. Standard lead time 10 days.	1	7,861.00
Shipping Charges			\$	420.00
Grand Total			\$	8,281.00

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable

for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase.

Sales Contact:

Name: Jeremy Still
Title: Inside Sales Representative
Phone: 970-278-4904
Email: jstill@hach.com



HACH COMPANY

Headquarters

P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders

PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.

Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export

Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance


2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers

Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

 Hach Service	Pick&Ship™	Technical Support
<p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery	Save Time – Less Hassle	Save Money
<ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 4/11/2020						Collect ⁴
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	Handling Fee Effective 4/11/2020
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.
 - Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.
 - Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.
 - Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.
- Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. **TRADEMARKS AND OTHER LABELS:** Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. **SOFTWARE AND DATA.** All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. **PROPRIETARY INFORMATION; PRIVACY:** "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. **CHANGES AND ADDITIONAL CHARGES:** Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. **SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE:** In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. **LIMITATIONS ON USE:** Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. **EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS:** Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up!*" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. **RELATIONSHIP OF PARTIES:** Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *



Be Right™

All Weather Samplers

The AS950 AWRS is a robust, weather resistant sampler with an integrated refrigerator for applications where temperature control is required for sample preservation.

Every AS950 is equipped with :

1. A peristaltic pump with spring-mounted rollers and a standard liquid detect sensor for best-in-class sample volume accuracy.
2. A the USB connection and an auxiliary port for pulse or 4-20 inputs, which are standard.
3. Factory-installed options that include sensor ports for integrated Hach water quality, level or flow, a port for Modbus RS485 communication or a rain sensor and an alternate non-contact liquid detect sensor.
4. Inputs and outputs that can be extended using the IO9001 for a single high-voltage relay or the IO9004 for a comprehensive set of analog and digital outputs and relays.

The AS950 is fully configurable with any of these options, and several of the most popular combinations are shown below

Hach's AWRS cabinet is designed to withstand harsh environments, while maintaining sample integrity. The cabinet itself features:

- An energy efficient top-mounted compressor that allows heat to escape into the air, rather than into the sampler cabinet
- IP24 rated enclosure that keeps out water and debris
- Optional battery backup and controller compartment heater

Part Number	Description	Base Type	Power Requirements (Voltage)	Sample Container	USD Price
ASA.CXXX2X11XX	AS950 All Weather Sampler Bundle Compartment Heater and 1 - 5.5 Gallon Bottle	With controller compartment heater	115 V	1 - 5.5 Gallon	
ASA.CXXX1X11XX	AS950 All Weather Sampler Bundle with 1 - 5.5 Gallon Bottle	No controller compartment heater	115 V	1 - 5.5 Gallon	



AS950 All Weather Sampler Bundle with Compartment Heater and 2.5 Gallon Bottle

Product #: ASA.CXXX2X21XX
USD Price: Contact Hach
Ships within 1 week



Sampling has never been this easy.

The AS950 Portable Sampler simplifies sampling with a large, full-color display for intuitive, single-screen programming, USB upload and download capabilities and the ability to copy programs sampler to sampler to save time on tedious programing, and an error alert and status screen to eliminate uncertainty and simplify troubleshooting. Weighing only 28 pounds (12.7 kg), the AS950 Portable Sampler is designed for accuracy and convenience.

- Easiest and Most Intuitive Operation
- Most Convenient Data Transfer and Programming Available
- Confidence in Your Sampling Process
- Field Convertible for Composite or Discrete Sampling
- Easy Maintenance at Low Cost

Specifications

Base Configuration:	230V base w/heater and lock, EU
Base Type:	With controller compartment heater
Bottle Set:	Composite 2.5 gallon polyethylene bottle kit
Power Requirements (Voltage):	115 V
Rain Gauge Enabled:	None
Sample Container:	1 - 2.5 Gallon
Sensor:	None
Sensor Ports:	No
Tubing:	Vinyl - 25', 3/8" ID x 5/8" OD tubing and teflon/stainless steel strainer
What's included?:	1 ea. AS950 controller on 115V All Weather base with controller compartment heater 1 ea. Bottle kit (AW010030) Includes 1- 2.5 gallon poly bottle w/cap (1918), extension tube (3527), composite tube support (8838), full bottle shut-off (8847) 1 ea. 25' vinyl intake tubing (920)

What's included?

1 ea. AS950 controller on 115V All Weather base with controller compartment heater
1 ea. Bottle kit (AW010030) Includes 1- 2.5 gallon poly bottle w/cap (1918), extension tube (3527), composite tube support (8838), full bottle shut-off (8847)
1 ea. 25' vinyl intake tubing (920)
1 ea. strainer (926)

Terri D'Amato is inviting you to a scheduled Zoom meeting.

Topic: Infrastructure Committee

Time: Jun 9, 2020 07:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/81418067799?pwd=S1U2c2htMi9KemZsYmRSVjBHcGR4Zz09>

Meeting ID: 814 1806 7799

Password: 998237

One tap mobile

+13126266799,,81418067799#,,1#,998237# US (Chicago)

+19292056099,,81418067799#,,1#,998237# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 814 1806 7799

Password: 998237

Find your local number: <https://us02web.zoom.us/j/kd4Z9Gwyud>