

A G E N D A

COMMITTEE OF THE WHOLE MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 26, 2022, AT 5:30 P.M. 7760 QUINCY STREET, WILLOWBROOK, IL, DUPAGE COUNTY, ILLINOIS

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM WEBINAR. MEMBERS OF THE PUBLIC CAN ATTEND THE MEETING VIA ZOOM WEBINAR BY VIDEO OR AUDIO. IF A MEMBER IS USING ZOOM, PLEASE EITHER USE YOUR PHONE OR COMPUTER, NOT BOTH.

THE PUBLIC CAN UTILIZE THE FOLLOWING CALL-IN NUMBER:

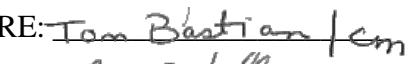
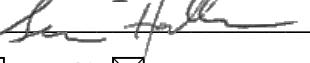
Dial-in Phone Number: 312-626-6799

Meeting ID: 842 5692 3233

Written Public Comments Can Be Submitted By 5:15 P.M. on September 26, 2022, to [aarteaga@willowbrook.il.us](mailto:aarteaga@willowbrook.il.us)

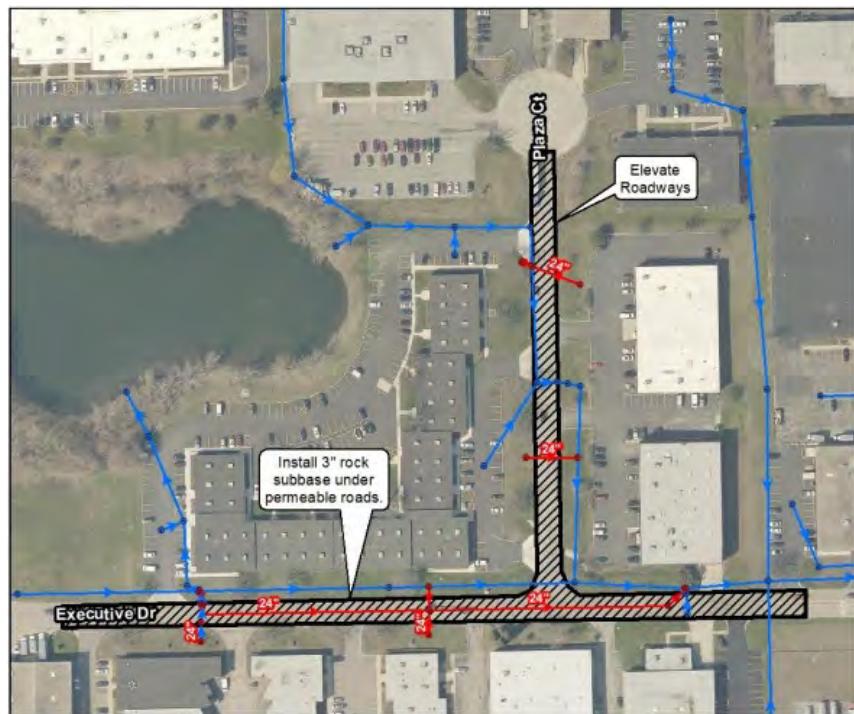
1. CALL TO ORDER
2. ROLL CALL
3. MOTION TO APPROVE - A MOTION TO APPOINT TRUSTEE MICHAEL MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE
4. PLEDGE OF ALLEGIANCE
5. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
6. DISCUSSION - DISCUSSION ON A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE WILLOWBROOK EXECUTIVE PLAZA FLOOD CONTROL AND ROAD CONSTRUCTION BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK
7. PRESENTATION - PUBLIC WORKS VEHICLE MAINTENANCE COST SAVINGS INITIATIVES
8. PRESENTATION - WCMC SUBURBAN TREE CONSORTIUM PROGRAM MEMBERSHIP
9. DISCUSSION - POLICE DEPARTMENT OPERATIONS UPDATE PRESENTATION
10. DISCUSSION - DISCUSSION REGARDING A SPECIAL USE EXTENSTION REQUEST FOR ORDINANCE 21-0-25
11. ADJOURNMENT

# VILLAGE OF WILLOWBROOK

COMMITTEE OF THE WHOLE AGENDA ITEM - HISTORY/COMMENTARY	
<b>ITEM TITLE:</b> DISCUSSION ON A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT AND FIRST AMENDMENT TO GENERAL CONDITIONS FOR PROFESSIONAL DESIGN ENGINEERING SERVICES FOR THE WILLOWBROOK EXECUTIVE PLAZA FLOOD CONTROL AND ROAD CONSTRUCTION BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF WILLOWBROOK	<b>AGENDA NO. 6</b>  <b>AGENDA DATE: 9/26/2022</b>
<b>STAFF REVIEW:</b> Andrew Passero, Public Works Foreman      SIGNATURE:  <b>LEGAL REVIEW:</b> Tom Bastian, Village Attorney      SIGNATURE:  <b>RECOMMENDED BY:</b> Sean Halloran, Village Administrator SIGNATURE:  <b>REVIEWED &amp; APPROVED BY COMMITTEE:</b> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
<b>BACKGROUND/DISCUSSION</b> <p>In March 2020, Christopher Burke Engineering prepared a report for the Executive Plaza Area, which has been historically plagued with heavy rains that result in significant street flooding and long drain down times. The Study Area, focused on Executive Drive and Plaza Court, is located at the bottom of a depressional area or “bowl” where runoff from the Executive Plaza Tributary Area (Tributary Area) ponds for an extended period of time due to insufficient sewer capacity and lack of an overland flow outlet.</p> <p>Additionally, the Tributary Area is almost entirely developed, preventing runoff from infiltrating into the ground. Runoff from the Tributary Area ultimately reaches the depressed area, where the only means of discharge is through a 15-inch outlet pipe and an 18-inch outlet pipe which are significantly undersized to prevent surface flooding and multi-day drain down times. Another 15-inch outlet pipe, known as the Tameling field tile, historically drained the Tributary Area but was rerouted south along Madison Street and east along Frontage Road. The most notable flooding consists of the inundation of Executive Drive and Plaza Court, which makes these roadways impassable for days and limits or eliminates access to the businesses on these streets.</p> <p>As part of this analysis, Christopher Burke proposed several options to alleviate the flooding in the attached report:</p> <p>1A: Creating new storage volume.</p> <ul style="list-style-type: none"> <li>• This alternative involves storing water currently ponding in Executive Plaza roads and parking lots at a lower elevation within the Executive Plaza Tributary Area and maintaining the Tributary Area's existing outlet pipes. Alternative 1A was analyzed using XP-SWMM (Sanitary, Storm and Flood Modeling Software) which determined that a total of approximately 75 acre-feet of detention storage would be needed within the Executive Plaza Tributary Area.</li> </ul> <p>1B: Construct new outlet pipe</p> <ul style="list-style-type: none"> <li>• An alternative was developed that relies on increased conveyance rather than storage. This alternative involves constructing approximately 4,300 linear feet (LF) of new 30-inch storm sewer from Executive Lake to the area where the existing storm sewer system currently outlets. To prevent increasing flow rates to downstream properties, the new 30-inch storm sewer, and two (2) existing outlet sewers, would discharge to a proposed 57-acre-foot detention basin. Because there is floodplain at the existing outlets and where the proposed detention basin would need to be constructed, a pump may be required to discharge water from the proposed basin.</li> </ul>	

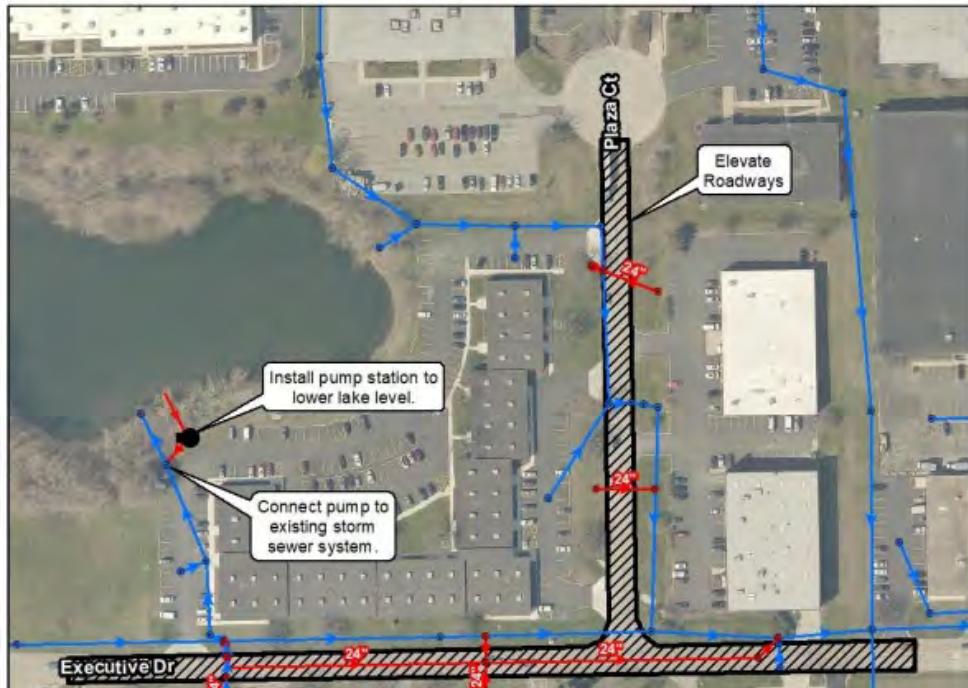
2A: Elevate roadways and provide compensatory storage in permeable subbase

- Approach 2 is to reduce the impacts of flooding without lowering the actual flood elevation. Alternative 2A involves raising Executive Drive and Plaza Court to a minimum elevation of 705.75 feet (six [6] inches below the 100-year maximum WSEL – Water Surface Elevation) and installing new storm sewers to maintain existing drainage patterns and avoid flooding impacts from elevating the roadway. Executive Drive would be reconstructed over a distance of approximately 1,000 feet and Plaza Court over a distance of approximately 600 feet. Additionally, Executive Drive would need to be raised a maximum of two (2) feet and Plaza Court would be raised a maximum of three (3) feet.
- Raising the roadways requires fill to be placed within the depressional flooding area of the Executive Plaza Study Area, which displaces floodwater and could potentially increase flooding depths. To avoid flood increases, compensatory storage must be provided. Compensatory storage is flood storage created at the same elevation range as a fill volume so that it is “hydraulically equivalent” and replaces the function of the existing storage. The Village has required other developments in the vicinity of the Executive Plaza Study Area to provide compensatory storage at a 1:1 ratio for any fill within the depressional flooding area. Any alternatives involving fill would require the same 1:1 storage ratio.
- For Alternative 2A, the 2.6 acre-feet of compensatory storage would be provided in the subbase of the road. The roadways would be elevated using a permeable subgrade such as 3-inch rock rather than clay embankment material. A perforated distribution pipe would be constructed in the subgrade and connected to the storm sewer system so that flood waters could access the void space in the subgrade. DuPage County allows a void space ratio of 36% to be used for rock subgrade for purposes of calculating storage volume. The permeable subgrade would be wrapped with a geotextile fabric so that fine material from the surrounding soils and the road base would not migrate into the permeable subgrade. The road base and pavement would then be constructed on top of the geotextile layer.



## 2B: Elevate roadways and provide compensatory storage by lowering Executive Lake

- This alternative involves raising Executive Drive and Plaza Court to a minimum elevation of 705.75 feet (six [6] inches below the 100-year maximum WSEL) and installing new storm sewers to maintain existing drainage patterns and avoid flooding impacts from elevating the roadway. Executive Drive would be reconstructed over a distance of approximately 1,000 feet and Plaza Court over a distance of approximately 600 feet. Additionally, Executive Drive would need to be raised a maximum of two (2) feet and Plaza Court would be raised a maximum of three (3) feet. This portion of the alternative is identical to Alternative 2A.
- Raising the roads would require approximately 2.6 acre-feet of fill to be placed within the depressional flooding area of the Executive Plaza Study Area. This compensatory storage would be provided by lowering the normal water level of Executive Lake, accomplished through pumping. A pump station would be constructed and adjusted to maintain the desired water level. The pump would run as needed during dry periods and would be set to stop pumping when water levels reach the existing gravity outlet so that it would not continue to pump during a storm event. The lake level would need to be lowered one (1) to one-and-a-half (1.5) feet, and the newly exposed shoreline would be restored to blend with the existing shoreline.



## 3: Operable valves on upstream basins

- The third approach considered was to make comparatively smaller improvements where possible that would provide some increase in the level of flood protection for the study area. Alternative 3 involves installing operable valves on existing detention basins upstream (north) of Executive Plaza along Willowbrook Centre Parkway. The two basins (one on the west side of the road and one on the east side) serve as the constructed storage for about 82 acres of the 221-acre Executive Plaza Tributary Area. In the existing condition, the basins release stormwater via several restricted outlet pipes. The eastern upstream basin also overflows during large storm events, and water travels overland toward Executive Lake and Madison Street.

**STAFF RECOMMENDATION** Staff is seeking feedback on the above-mentioned items.

**ACTION PROPOSED:** Provide feedback.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

September 9, 2022

Village of Willowbrook  
835 Midway Drive  
Willowbrook, IL 60527

Attention: Sean Halloran, Assistant Administrator

Subject: Professional Design Engineering Services Proposal  
Willowbrook Executive Plaza Flood Control and Road Construction

Dear Mr. Halloran:

At your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional design engineering services related to the Willowbrook Executive Plaza Flood Control and Road Construction. The project consists of the proposed Alternative 2A elevating roadways and providing compensatory storage and permeable subbase as chosen by the Village from the Village of Willowbrook Stormwater Master Plan for Executive Plaza prepared by CBBEL and dated March 2020. This will include preparation of design engineering and permitting of the engineering plans, list of pay items, quantities, and cost of estimate. Included in this proposal are the Understanding of the Assignment, Scope of Services, and Estimated Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

It is our understanding the Village has chosen to move forward with Alternative 2A to reduce the impacts of flooding of Executive Plaza and Plaza Court. This includes raising the roadway to an elevation of 705.75 (6" below the 100-year maximum WSEL) and installing new storm sewers to maintain the existing drainage patterns and avoid flooding impacts from elevating the roadway. Executive Plaza would be raised a maximum of two (2) feet and Plaza Court would be raised a maximum of three (3) feet.

The raising of the roadways will require fill to be placed within the depressional flooding area of Executive Plaza Study Area. To avoid flood increases compensatory storage will be provided. The compensatory storage is flood storage control created by same elevation range as a fill volume so that it is "hydrologically equivalent" and replaces the function of the existing storage. Based on the Village's report this will require a 1:1 storage ratio.

## **SCOPE OF SERVICES**

### **Task 1A – Project Topographic Survey:**

CBBEL will perform Topographic Survey of Executive Drive Project Area (from R-O-W to R-O-W, with overlap to building faces, Madison St. to Quincy St.; 1,700'LF±), and Plaza Court (from R-O-W to R-O-W; 800'LF±). The following scope items will be included in this task:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. Horizontal Datum will correlate with established/existing NGS control monuments (NAD '83, Illinois East Zone 1201)
2. Vertical Control: We will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum) State-of-the-art Hard Level equipment will be used to establish benchmarks and assign a vertical datum on the horizontal control points.
3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits.
4. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.
5. Establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
6. CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features.
7. CBBEL will field-locate all above-ground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. For each structure we will identify size, type, rim, and invert elevations.
8. Office contouring of field data and one-foot contour intervals.
9. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

### **Task 1B – J.U.L.I.E. Utility Coordination:**

CBBEL will coordinate with J.U.L.I.E. to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities / obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and J.U.L.I.E. Utility Coordination. All utilities / obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities / obstructions / systems whether or not shown on base map. J.U.L.I.E. Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public

Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

**\*NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal**

**Task 3 – Field Reconnaissance:**

CBBEL Staff will perform a Field Reconnaissance of the project limits. The purpose of the Field Reconnaissance will be to determine the limits of the items and estimate the quantities. The results of the Field Reconnaissance will be reviewed with Village staff.

**Task 4 – Geotechnical Investigation:**

Five (5) cores for the project will be obtained as part of the Geotechnical Exploration by Testing Services Corporation (TSC) for compliance with the Clean Construction Demolition Debris (CCDD). The cores will be 10 feet in depth.

The report will give complete pavement and base surface thickness as well as subgrade description and laboratory test dates. Comments will also be made concerning proposed pavement overlay and/or maintenance, including recommended FDR depths.

We recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify the analytical parameters proposed will be sufficient.

The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B)}. These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a “Potentially Impacted Property” (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

**Task 5 – Evaluation of Geotechnical Investigation:**

CBBEL will evaluate the geotechnical report to determine any modifications to the typical sections and undercutting.

**Task 6 – 75% Plans and Estimates:**

CBBEL will prepare plans and specifications for the 75% design plans for the project

in accordance with Village and IDOT Standard Pay Items and Specifications. The plans and Specifications will be proposed in accordance with the Village guidelines. The plans will be submitted to Staff for review and will be used for the required permitting for the sheets and staff-hours in this proposal.

The following sheets and associated staff hours will be required:

Sheet	# of Sheets	Hours Per Sheet	Total Hours
Title Sheet	1	10	10
General Notes	1	10	10
Typical Sections	1	12	12
Summary of Quantities	1	16	16
Alignment, Ties and Benchmark	2	16	32
Existing Conditions and Removal Plan- Plaza Court	1	12	12
Existing Conditions and Removal Plan- Executive Plaza	2	12	24
Maintenance of Traffic Plan	2	12	24
Maintenance of Traffic Notes	2	12	24
Roadway Plan and Profile-Plaza Court	2	12	24
Roadway Plan and Profile-Executive Plaza	3	12	36
ADA Ramp Details	3	16	48
Storm Sewer Plan and Profile-Plaza Court	2	12	24
Storm Sewer Plan and Profile-Executive Plaza	3	12	36
Sediment Erosions/Sediment Control Plan	4	10	40
Sediment Erosions/Sediment Control Detail	1	12	12
Cross Sections-Plaza Court	3	12	36
Cross Sections-Executive Plaza	7	12	84
Construction Details	4	10	40
Specifications			30
Quantities	--	--	24
<b>TOTAL</b>	<b>45</b>		<b>598</b>

**Task 7 – Final Engineering Plans, Summary of Quantities and Cost of Estimate:**

CBBEL will finalize the Engineering Plans, Summary of Quantities and Cost Estimate based on the review comments provided by Village Staff. CBBEL will submit plans to Willowbrook for approval prior to bidding.

**Task 8 – DuPage County Stormwater Permitting:** The project is located within the limits of the Village and does not impact any special management areas, therefore all stormwater permitting will be handled by the Village and will not require any outside agency approvals. To ensure compliance with the County's stormwater ordinance, we will prepare an abbreviated DuPage County Stormwater Permit Application for submittal to the Village for its review and ultimately for its record keeping for this project. The critical task is to complete and document calculations verifying the quantity of fill placed below the established 100-year flood level and also the mitigating flood storage created by the project to demonstrate that a 1:1 ratio is achieved.

**Task 9 – Bidding Assistance:**

CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work. Following this review, CBBEL will provide a recommendation to the Village for award of the construction contracts.

**Task 10 – Meetings:**

CBBEL has budgeted two coordination meetings with Village Staff during the course of the project. Attendance and preparation for these meetings is included in this task.

**ESTIMATED FEE**

Task 1 – Survey and Data Compilation	\$ 23,500
Task 2 – JULIE Utility Coordination	\$ 4,500
Task 3 – Field Reconnaissance	\$ 1,000
Task 4 - Geotechnical Investigation	\$ 8,800
Task 5 – Evaluation of Geotechnical Investigation	\$ 500
Task 6 – 75% Plans and Estimates	\$ 67,500
Task 7 – Final Engineering Plans, Summary of Quantities and Cost of Estimate	\$ 21,000
Task 8 – DuPage County Site Development Permit	\$ 8,000
Task 9 – Bidding Assistance	\$ 750
Task 10 – Meetings	\$ 1,500
	<b>TOTAL</b>
	<b>\$137,550</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. **We anticipate having final plans and bid documents completed in approximately 5 months after receiving a signed contract.** Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE  
President

Encl. 2022 Schedule of Charges  
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS AND CONDITIONS  
ACCEPTED FOR VILLAGE OF WILLOWBROOK:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LMF/mlj  
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**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**VILLAGE OF WILLOWBROOK**

**2022**

	Charges*
	(\$/Hr)
<u>Personnel</u>	
Principal	248
Engineer VI	217
Engineer V	179
Engineer IV	143
Engineer III	129
Engineer I/II	102
Survey V	200
Survey IV	169
Survey III	144
Survey II	104
Survey I	81
Engineering Technician V	169
Engineering Technician IV	137
Engineering Technician III	123
Engineering Technician I/II	100
CAD Manager	149
CAD II	129
GIS Specialist III	124
GIS Specialist I/II	69
Landscape Architect	143
Landscape Designer I/II	105
Environmental Resource Specialist V	183
Environmental Resource Specialist IV	141
Environmental Resource Specialist III	118
Environmental Resource Specialist I/II	97
Environmental Resource Technician	93
Administrative	92
Engineering Intern	55
Information Technician III	109
Information Technician I/II	100
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance With Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

**Collection Costs.** In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

**Suspension of Services.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

**Kotecki Waiver.** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

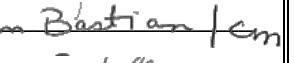
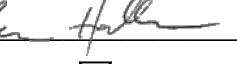
Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

# VILLAGE OF WILLOWBROOK

## COMMITTEE OF THE WHOLE AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

Public Works Vehicle Maintenance Cost Savings Initiatives

**AGENDA NO. 7****AGENDA DATE:** 9/26/2022**STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator SIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village Administrator SIGNATURE: **REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A **BACKGROUND/DISCUSSION**

In an effort to provide additional cost savings to the Village, the Public Works Department determined in early 2022 that they would begin to conduct vehicle maintenance on Police Department vehicles in-house. This determination was made due to several factors: rising labor costs resulting in high fees for routine vehicle maintenance at area auto shops, several Public Works staff members possessing knowledge of auto vehicle maintenance procedures, and the ability to reduce turnaround time on vehicles in need of maintenance.

Following the purchase of a vehicle lift, tire mount, and balancer by Public Works, Village staff now has the ability to provide routine vehicle maintenance to all Police Department vehicles, including nine squad cars, five administrative vehicles, and two TAC units. In addition to the various types of routine maintenance described below, the Village has continued purchasing extended warranties on all Village vehicles, thus allowing for further cost savings in the event of more serious auto repair being required on Village vehicles.

On the following page is an overview of the vehicle maintenance services and costs that were incurred by the Village in FY 2021-2022 and the applicable pricing of maintenance when provided by area auto shops compared to maintenance costs when done in-house.

### Outsourced Vehicle Maintenance Services & Costs

Type of Service	Cost Per Service	Number of Services Per Year	Number of Vehicles	Cost Per Year
Oil Change	\$30	96	16	\$2,880
Tire Rotation	\$29	48	16	\$1,392
Tire Patch	\$30	10	16	\$300
Mount/Balance	\$80	16	16	\$1,280
Wiper Blades	\$50	16	16	\$800
Tire Disposal	\$12	16	16	\$192
Pads/Rotors	\$780	16	16	\$12,480
<b>Grand Total</b>				<b>\$19,324</b>

Note: The average outsourced labor rate is \$100 per hour.

The total cost of outsourced vehicle maintenance in FY 2021-2022 was \$19,324.

### In-House Vehicle Maintenance Services & Costs

Type of Service	Cost Per Service	Number of Services Per Year	Number of Vehicles	Cost Per Year
Oil Change	\$22	96	16	\$2,112
Tire Rotation	\$10	48	16	\$480
Tire Patch	\$1.50	10	16	\$15
Mount/Balance	\$29	16	16	\$464
Wiper Blades	\$30	16	16	\$480
Tire Disposal*	\$0*	16	16	\$0*
Pads/Rotors	\$400	16	16	\$6,400
<b>Grand Total</b>				<b>\$9,951</b>

\*DuPage County provides a free tire drop off once per year.

Note: The average Public Works labor rate is \$29 per hour.

Comparatively, if the Village had completed all in-house vehicle maintenance in FY 2021-2022, the total costs incurred would have been \$9,951, resulting in a cost savings of \$9,373.

Public Works crews will continue to provide vehicle maintenance to all Police vehicles as maintenance is required, thus providing continual cost savings to the Village.

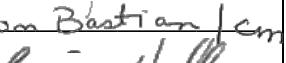
**ACTION PROPOSED:** Provide Feedback

# VILLAGE OF WILLOWBROOK

## COMMITTEE OF THE WHOLE AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

WCMC Suburban Tree Consortium Program Membership

**AGENDA NO. 8****AGENDA DATE:** 9/26/2022**STAFF REVIEW:** Alex Arteaga, Asst. to the Village Administrator **SIGNATURE:** **LEGAL REVIEW:** Tom Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:****YES**  **NO**  **N/A** **BACKGROUND/DISCUSSION**

Per the Village Administrator's request, staff was instructed to review the possibility of joining the WCMC's (West Central Municipal Conference) STC (Suburban Tree Consortium) to achieve cost savings on the Village's purchase of various tree species from Hinsdale Nursery.

Currently, the Village of Willowbrook purchases trees for its annual landscape and tree maintenance programs as an individual entity. The Suburban Tree Consortium Program offers two programs currently, municipalities can utilize one or both programs, participation in any program in any year is strictly voluntary. Municipalities are not required to purchase a specific number of trees each year, and nurseries are inspected annually to ensure quality and adherence. Further information on what the two programs offer is below:

- **Five Year Contractual Program:** Communities with long-term tree plans to project their needs ahead for five years. Municipalities order trees annually and actual expenditures are made when plants are delivered. In most cases, availability is guaranteed in the fifth year. The contract with nurseries provides that prices for any given year cannot exceed 5% of the nursery published catalog price for that year. The STC currently has contracts with four nurseries to grow trees for members.
- **Seasonal Bid Program:** This program allows municipalities to bid as a group each Spring and Fall. This program gives communities budgetary flexibility for that year, while benefiting from the savings of a joint purchase. Trees are tagged each season and orders are subject to availability.

Note: To be a member of the Suburban Tree Consortium and participate in either or both programs, member municipalities must pay an annual fee of \$575 at the start of each new fiscal year or when first joining the consortium.

Below is an overview of the tree purchases the Village made in Fall 2021 compared to the prices the Village would have incurred if they were a member of the Suburban Tree Consortium:

**Village of Willowbrook Direct Purchases from Hinsdale Nursery**

Tree Type	Size	Quantity	Price	NJ Ryan Planting Fee	Purchase Total
Autumn Blaze Freeman Maple	2.5"	4	\$247	\$685	\$3,728
State Street Maple	3.5"	1	\$343	\$685	\$1,028
Emerald Lustre Norway Maple	2.5"	2	\$244	\$685	\$1,858
Northern Catalpa	3.5"	2	\$286	\$685	\$1,942
Heartland Catalpa	3"	1	\$272	\$685	\$957
<b>Grand Total</b>					<b>\$9,513</b>

The grand total for the purchase of trees directly from Hinsdale Nursery and the planting of trees by NJ Ryan is \$9,513.

**Suburban Tree Consortium Purchases from Hinsdale Nursery**

Tree Type	Size	Quantity	Price	Apex Planting Fee	Apex Delivery Fee	Purchase Total
Autumn Blaze Freeman Maple	2.5"	4	\$253	\$197	\$36	\$1,944
State Street Maple	3.5"	1	\$268	\$307	\$51.50	\$627
Emerald Lustre Norway Maple	2.5"	2	\$231	\$197	\$36	\$928
Northern Catalpa	3.5"	2	\$307	\$307	\$51.40	\$1,331
Heartland Catalpa	3"	1	\$271	\$243	\$41.50	\$556
<b>Grand Total</b>						<b>\$5,386</b>

The grand total for the purchase of trees from Hinsdale Nursery as part of the STC, including the planting and delivery of trees by APEX, and the WCMC STC annual membership fee, is \$5,960. The Village would have saved \$3,553 on 2021 tree purchases if we had been a member of the Suburban Tree Consortium.

Lastly, the STC notes that there are additional benefits of membership, such as buying power and economies of scale are increased by merging orders, tree mortalities are decreased because of more stringent specifications and better relationships with area nurseries, and consortium membership leading municipalities to communicate more, thus increasing awareness about urban forestry.

**STAFF RECOMMENDATION**

Staff is seeking feedback on whether the Village should join the West Central Municipal Conference Tree Consortium. Based upon comparative 2021 pricing, staff is recommending the Village join the West Central Municipal Conference Suburban Tree Consortium program.

**ACTION PROPOSED:** Provide Feedback



Dear Friend of Urban Forestry:

I would like to take this opportunity to introduce you to the Suburban Tree Consortium. We offer a myriad of programs and services to enhance urban forestry. We hope the materials in this packet are helpful as you research cost saving options for your community. STC communities have learned that by working together money can be saved, quality can be increased, and relationships can be formed with area nurseries, planters, and other communities.

Enclosed in this packet, please find information on the following topics:

- STC History
- STC Programs
- By-Laws
- Resolution of Intent
- Ordinance For Membership
- Five-year Contractual Nursery Prices

By working together our communities have kept prices low, maintained high standards of quality, shaped the nursery market and kept the mortality rate under 1%!

Please feel free to contact me, Suburban Tree Consortium Coordinator, Judy Corvo at the West Central Municipal Conference, (708) 453-9100 ext. 259, if you have any questions or comments regarding the enclosed materials.

Thank you for requesting information regarding the Suburban Tree Consortium! We look forward to working with you and your community in the near future.

Sincerely,

Judy Corvo

West Central Municipal Conference  
Coordinator, Suburban Tree Consortium



# History

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The Suburban Tree Consortium was created in 1985 by a group of municipalities wishing to improve the quality and selection of parkway trees in the Chicago area. Low bid selections year after year had brought about high mortality rates, which in turn had an effect on the municipality's credibility. Additionally, low bid requirements provided for little continuity and consistency with area nurseries, resulting in poor quality and selection.

The communities lobbied, with the help of the West Central Municipal Conference, to change state statute to extend the length of time municipalities could enter into contractual relationships with area nurseries. Today, Illinois State Law allows municipalities to enter into long term contractual relationships for the purpose of procuring parkway trees for up to ten years. The goal of the Consortium was and has been for a group of municipalities to enter into a contract growing arrangement whereby nurseries would grow trees according to predetermined specifications. Those trees would be made available for Fall and Spring plantings up to a five-year period.

The benefit of municipalities working together is two-fold. First, buying power and economies of scale are increased by merging orders, and mortalities are decreased because of more stringent specifications and better relationships with area nurseries. Second, municipalities communicate more, increasing the awareness and promoting the concepts of urban forestry in general.



# Programs

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To help serve the urban forestry needs of a diverse group of municipalities, three programs have been developed. Each program can be used alone or in combination with either of the other programs. Participation in any program in any year is strictly voluntary. Municipalities are not required to purchase a specific number of trees each year.

**The Five Year Contractual Program** allows towns with long term tree plans to project their needs ahead for five years. The nurseries are inspected annually to ensure quality, adherence to Consortium specifications and plant availability. The municipality orders trees annually and actual expenditures are made when the plants are delivered. In most cases, availability is guaranteed in the fifth year. The STC contract with the nurseries provides that prices for any given year cannot exceed 5% of the nursery published catalog price for that year. The Suburban Tree Consortium currently has contracts with four nurseries to grow trees for our members.

**The Seasonal Bid Program** allows municipalities to bid as a group each Spring and Fall. This program gives a town budgetary flexibility for that year while, at the same time, benefitting from the savings of a joint purchase. The nurseries are inspected each season for quality and adherence to Consortium specifications. Trees are tagged each season and orders are subject to availability.

**ORDINANCE FOR MEMBERSHIP-EXHIBIT A**

**AN ORDINANCE AUTHORIZING PARTICIPATION IN THE  
SUBURBAN TREE CONSORTIUM**

**WHEREAS**, the Village of \_\_\_\_\_ has pursued a vigorous tree replacement program and promoted the forestation of vacant parkways, recognizing the aesthetic and environmental importance of trees in the community; and

**WHEREAS**, Chapter 65 of ILCS 5/11-73.1-1 entitled "Municipal and Joint Municipal Tree Planting Programs", authorizes municipalities to jointly enter into long term contracts for the purchase and delivery of trees; and

**WHEREAS**, the Village of \_\_\_\_\_ has a concern about the diminishing supply of adequate and varied tree stock available at reasonable prices in the Metropolitan Chicago area; and

**WHEREAS**, the Suburban Tree Consortium Agreement and the Suburban Tree Consortium Act is a long term plan for the planting of trees on property located within the municipality.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of \_\_\_\_\_ County, Illinois as follows:

**SECTION I.** That the President and Village Clerk are hereby authorized to accept on behalf of the municipality the contracts and bylaws of the Suburban Tree Consortium. A copy of the contracts and bylaws as currently amended are appended to and made part of this Ordinance for Membership as Exhibit A.

**SECTION II.** The participation of this governmental entity, as a member of the agency, shall commence on the date membership of this community is accepted by the Board of Directors of the Suburban Tree Consortium. The municipality shall appoint a representative to the STC Board.

**SECTION III.** This ordinance shall be in full force and effect from and after its passage and approval as by Statute in such case made and provided. This ordinance shall be published in pamphlet form as provided by law.

**ADOPTED** by the President and Board of Trustees of the Village of \_\_\_\_\_  
County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

**APPROVED:**

**ATTEST:**

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President

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Clerk

**A RESOLUTION EXPRESSING INTENT TO PARTICIPATE IN THE SUBURBAN TREE  
CONSORTIUM FIVE YEAR CONTRACTUAL PROGRAM – EXHIBIT B**

**WHEREAS**, the City [Village] of \_\_\_\_\_ has heretofore joined the cooperative known as the Suburban Tree Consortium; and

**WHEREAS**, the Suburban Tree Consortium was created to jointly purchase parkway trees on behalf of a number of municipalities in an effort to realize cost savings and insure a reasonable supply and variety of suitable parkway trees; and

**WHEREAS**, Chapter 65 of ILCS 5/11-73.1-1 entitled "Municipal and Joint Municipal Tree Planting Programs", authorizes municipalities to jointly enter into long term contracts for the purchase and delivery of trees; and

**WHEREAS**, due to the nature of the nursery industry and the plant materials desired by the Suburban Tree Consortium, assuring a reasonable number and variety of parkway trees at the best price is possible only with a multi-year commitment on the part of the Consortium Members, so as to allow adequate planning by the Consortium and the Nurseries/Suppliers; and

**WHEREAS**, the Suburban Tree Consortium member municipalities provide the Nurseries/Suppliers a projection of their parkway tree requirements for the next five years; and

**WHEREAS**, the Suburban Tree Consortium can realize the necessary number and variety and the best price of such parkway trees only by providing assurance to the tree Nursery/Supplier of the level of interest by the Consortium Members; and

**NOW THEREFORE BE IT RESOLVED** by the City Council [President and Board of Trustees] of the City [Village] of \_\_\_\_\_, (County), Illinois, as follows:

1. The City [Village] does hereby express its intent to remain a member of the Suburban Tree Consortium and to procure parkway trees through the Consortium, subject to sufficient annual budgeting therefor for the five year period. A summary of the anticipated 5-year order is attached.
2. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this resolution are hereby rescinded.

**BE IT FURTHER RESOLVED** that the City [Village] Clerk is hereby authorized and directed to send a copy of this Resolution to the Suburban Tree Consortium Secretariat at the West central Municipal Conference Office..

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\_\_\_\_\_  
Mayor [President]

Passed: \_\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_  
City [Village] Clerk



## Doty Nurseries LLC

DOTY NURSERIES	Planting Season	Fall 2021/Spring 2022				Fall 2022/Spring 2023				Fall 2023/Spring 2024				Fall 2024/Spring 2025				Fall 2025/Spring 2026				
		2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	
Common Name																						
Autumn Blaze® Freeman Maple	spr / fall	212	250	218	252	225	254	235	264	225	254	235	264	225	254	235	264	225	254	235	264	
Marmo Freeman Maple	spr / fall	212				220		234		225		235		240		240		250		255		
State Street® Maple	spr / fall	218				220		234		225		235		240		240		250		255		
Red Pointe® Maple	spring	220				220	254	305	305	225	254	305	305	235	264	320	320	250	285			
Crescendo™ Sugar Maple	spr / fall	214				225		232		225		232		242		242		260		260		
Green Mountain® Sugar Maple	spr / fall	214				225		232		225		232		242		242		260		260		
Autumn Splendor Horsechestnut	spring							315				335								350		
Northern Catalpa	spr / fall	175				180		230		185		235		195		242		209		258		
Common Hackberry	spr / fall	200				205		212		205		212		225		225		240		240		
American Beech	spring	285				295		305		295		305		320		320		345		345		
Princeton Sentry Ginkgo	spr / fall	330				340		345		340		345		375		375		390		390		
Skyline® Honeylocust	spr / fall	205				206		212		206		212		230		230		245		245		
Kentucky Coffee Tree	spr / fall	232				235		235		235		235		240		240		255		255		
Espresso™ Kentucky Coffee Tree	spr / fall	262				240		265		240		265		250		250		268		268		
Dawn Redwood	spring	245				253		273		253		273		310		310						
Exclamation™ Planetree	spring	225				230		255		230		255		215		230		245		245		
Chanticleer® Pear	spring	228				228				228												
Redspire Pear	spring	208				270		308		270		308		280		315		300		300		
White Oak	spring	270				270		308		270		308		280		315		300		300		
Swamp White Oak	spring	245				248		243		248		243		260		260		278		278		
Bur Oak	spring					250		249		250		249		260		260		278		278		
Regal Prince Oak	spring	245				250		249		250		249		260		260		278		278		
Red Oak	spring	245				250		300		250		300		249		290		295		278		315
Black Locust	spr / fall	265						265		265		265		265		265		270		270		
Common Baldcypress	spring	225				225		255		225		255		220		250		230		245		275
American Sentry Linden	spr / fall	206				212		212		212		212		215		225		225		240		240
Redmond Linden	spr / fall	201				208		208		208		208		215		225		225		240		240
Greenspire® Littleleaf Linden	spr / fall	201				208		248		208		248		215		250		225		255		240
Princeton American Elm	spr / fall	214				218		218		218		218		219		235		235		252		
Frontier Elm	spring	214				218		218		218		218		219		235		235		252		
Accolade® Elm	spr / fall	214								214				214								
Autumn Brilliance Serviceberry	spr / fall					240		245		240		245		250		250		268		268		
Spring Flurry Serviceberry	spr / fall									245				250								
River Birch	spring	186				210		190		190		192		200		200		214		214		
Thornless Hawthorn	spring	205																		210		
Floribunda Crabapple	spr / fall	175				165		170		170		175		175		175		190		190		
Red Jewel™ Crabapple	spr / fall	200				205		170		205		170		185		185		200		230		
Royal Raindrops® Crabapple	spr / fall	180								205		205		205		205		210		230		
Golden Raindrops® Crabapple	spr / fall									205		170		205		205		210		230		
Starlite Crabapple	spr / fall																					
China Snow Pekin Lilac	spr / fall	208				232				236		238		238		245		245		260		
Beijing Gold Lilac	spr / fall	230				240				240		240		245		245		260		260		
Ivory Silk Lilac	spr / fall	240				260				265		265		275		275		295		295		





HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 24/SPRING 25											Fall21/Spring22		Fall22/Spring23		Fall23/Spring24		Fall24/Spring25		Fall25/Spring26					
COMMON NAME		SCIENTIFIC/CULTIVARS		PLANTING SEASON		2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"			
State Street Miyabe Maple		Acer miyabei 'Morton'		Spring/Fall	231	268	315	365	231	268	315	365	236	273	321	372	238	276	321	372	240	279	321	372
Green Column Black Maple		Acer nigrum 'Green Column'		Spring/Fall	251	288	335	375	251	288	335	375	256	294	342	383	256	294	342	383	258	297	342	383
Columnar Norway Maple		Acer platanoides 'Columnare'		Spring/Fall	208	231	279	313	208	231	279	313	212	236	285	319	214	238	288	319	216	245	310	335
Deborah Norway Maple		Acer platanoides 'Deborah'		Spring/Fall	218	242	290	323	218	242	290	323	222	247	296	329	222	247	296	329				
Emerald Lustre Norway Maple		Acer platanoides 'Emerald Lustre'		Spring/Fall	208	231	279	313	208	231	279	313	212	236	285	319	214	238	288	319	216	245	310	335
Armstrong Gold Maple		Acer rubrum 'Armstrong Gold'		Spring	224	247	295	329	224	247	295	329	228	252	301	336	228	252	301	336	230	265	316	339
Red Sunset Red Maple		Acer rubrum 'Red Sunset'		Spring	224	247	295	329	224	247	295	329	228	252	301	335	228	252	301	335	228	252	301	335
Redpoint Red Maple		Acer rubrum 'Redpoint'		Spring	236	258	304	346	236	258	304	346	241	263	310	353	243	266	313	353	243	269	322	353
Sun Valley Red Maple		Acer rubrum 'Sun Valley'		Spring	224	247	295	329	224	247	295	329	228	252	301	335	228	252	301	335	228	252	301	335
Crimson Sunset Maple		Acer truncatum 'Crimson Sunset'		Spring/Fall	231	268	315	365	231	268	315	365	236	273	321	372	238	276	324	372	240	279	324	372
Autumn Fest Sugar Maple		Acer saccharum 'Autumn Fest'		Spring/Fall	227	245	297	327	227	245	297	327	231	250	303	333	233	253	306	333	233	261	315	343
Crescendo Sugar Maple		Acer saccharum 'Crescendo'		Spring/Fall	227	245	297	327	227	245	297	327	231	250	303	333	233	253	306	333	233	261		
Fall Fiesta Sugar Maple		Acer saccharum 'Fallista'		Spring/Fall																				
Autumn Blaze Freeman Maple		Acer x freemanii 'Autumn Blaze'		Spring/Fall	227	253	299	344	223	245	294	326	227	250	300	332	229	253	303	332	233	261		
Armstrong Freeman maple		Acer x freemanii 'Armstrong'		Spring/Fall	223	245	294	326	223	245	294	326	227	250	300	332	229	253	303	332	232	260		
Marmo Freeman maple		Acer x freemanii 'Marmo'		Spring/Fall	223	245	294	326	223	245	294	326	227	250	300	332	229	253	303	332	232	260		
Matador Freeman Maple		Acer x freemanii 'Matador'		Spring/Fall	223	245	294	326	223	245	294	326	227	250	300	332	229	253	303	332	232	260		
Autumn Splendor Horsechestnut		Aesculus x amoldiana 'Autumn Splen'		Spring	259	291	335	397	251	288	335	375	256	294	342	382	256	294	342	382	259	297	342	382
Fort McNair® Horsechestnut		Aesculus x amoldiana 'Fort McNair'		Spring	259	291	335	397	251	288	335	375	256	294	342	382	256	294	342	382	259	297	342	382
Lustre® Allegheny Serviceberry		Amelanchier laevis 'Rogers'		Spring/Fall	214	244	288	314	214	244	288	314	218	249	294	322	218	249	294	322	218	246	309	
Autumn Brilliance Apple Serviceberry		Amelanchier laevis 'Autumn Brilliance'		Spring/Fall	214	244	288	314	214	244	288	314	218	249	294	322	218	249	294	322	218	246	309	
River Birch		Betula nigra		Late Spring	187	218	254	301	196	229	267	316	200	233	272	322	202	235	275	322	204	237	278	325
Whiteospire Birch		Betula populifolia 'Whiteospire'		Late Spring	187	218	254	301	196	229	267	316	200	233	272	322	202	235	275	322	204	237	278	325
American Hornbeam		Carpinus caroliniana		Late Spring	224	261	296	347	221	258	293	344	225	263	299	351	225	263	299	351	227	266	302	355
Native Flame American Hornbeam		Carpinus caroliniana 'JFS-KWN6'		Late Spring	229	266	301	352	230	268	304	356	230	268	304	356	230	268	304	356	232	271	307	360
Northern Catalpa		Catalpa speciosa		Spring/Fall	215	230	261	307	215	230	261	307	219	235	266	313	219	235	266	313	221	237	269	316
Heartland Catalpa		Catalpa speciosa 'Hiawatha 2'		Spring/Fall	225	240	271	317	225	240	271	317	229	245	276	323	229	245	276	323	231	247	279	326
Common Hackberry		Celtis occidentalis		Spring/Fall	212	229	285	314	217	234	290	319	228	246	305	335	230	248	308	335	232	267	315	360
Chicagoland Hackberry		Celtis occidentalis 'Chicagoland'		Spring/Fall	227	244	300	329	227	244	300	329	238	256	315	345	240	259	318	345	242	277	325	370
American Redbud		Cercis canadensis		Spring	244	267	300	344	267	300	344	372	306	349	372	306	349	372	306	349	372	306	349	
Golden Glory Dogwood		Cornus mas 'Golden Glory'		Spring/Fall	225	256	294	320	225	251	289	324	224	256	295	326	225	259	298	328	228	262	301	
Turkish Filbert		Corylus colurna		Spring/Fall	253	284	328	344	274	318	348	380	324	348	380	324	348	380	324	350	383	327		
Thornless Cockspur Hawthorn		Crataegus crusgalli 'Inermis'		Spring/Fall	167	204	248	297	204	248	297	204	248	297	206	250	300	206	250	300				
Winter King Green Hawthorn		Crataegus viridis 'Winter King'		Spring/Fall	167	204	248	297	204	248	297	204	248	297	206	250	300	206	250	300				
Autumn Gold Ginkgo		Ginkgo biloba 'Autumn Gold'		Spring/Fall	287	346	426	287	346	426	293	353	434	293	353	434	293	353	434	293	353	434	343	
Magyar Ginkgo		Ginkgo biloba 'Magyar'		Spring/Fall	287	346	426	287	346	426	293	353	434	293	353	434	293	353	434	293	353	434		
Princeton Sentry Ginkgo		Ginkgo biloba 'Princeton Sentry'		Spring/Fall	287	346	426	287	346	426	293	353	434	293	353	434	293	353	434	293	353	434	343	
Skyline Honeylocust		Gleditsia triacanthos 'Skyline'	®	Spring/Fall	210	232	259	315	215	237	265	322	219	242	270	328	221	244	273	328	223	246	298	342
Kentucky Coffee Tree		Gymnocladus dioica		Spring/Fall	238	256	284	351	238	256	284	351	238	256	284	351	238	256	284	351	238	256	284	355

HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 24/SPRING 25											Fall21/Spring22		Fall22/Spring23		Fall23/Spring24		Fall24/Spring25		Fall25/Spring26	
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"		
Espresso Kentucky Coffee Tree	<i>Gymnocladus dioica</i> 'Espresso'	Spring/Fall	248	266	294	361	248	266	294	361	248	266	294	361	250	269	297	365		
Tuliptree	<i>Liriodendron tulipifera</i>	Spring	250	276	299	335	250	276	299	335	255	281	305	342	255	281	305	342		
Emerald City Tuliptree	<i>Liriodendron tulipifera</i> 'Emerald City'	Spring	260	286	309	345	260	286	309	345	265	291	315	352	265	291	315	352		
Worplesdon Sweetgum	<i>Liquidambar styraciflua</i> 'Worplesdon'	Spring	250	295	325	360	305	335	365	311	341	368	314	344	370	317	347	355		
White Shield Osage Orange	<i>Maclura pomifera</i> 'White Shield'	Spring	199	219	249	289	204	224	255	296	208	228	260	302	210	230	263	302		
Adams Crab	<i>Malus 'Adams'</i>	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244		
Donald Wyman Crab	<i>Malus 'Donald Wyman'</i>	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244		
Gladiator Crab	<i>Malus 'Gladiator'</i>	Spring/Fall														198	216	243		
Louisa Crab	<i>Malus 'Louisa'</i>	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244		
Prairiefire Crab	<i>Malus 'Prairiefire'</i>	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244		
Purple Prince Crab	<i>Malus 'Purple Prince'</i>	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244		
Red Jewel Crab	<i>Malus 'Red Jewel'</i>	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244		
Royal Raindrops Crab	<i>Malus 'Royal Rain Drops'</i>	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244		
Starlite Crab	<i>Malus 'Starlite'</i>	Spring/Fall														198	216	243		
Spring Snow Crab	<i>Malus 'Spring Snow'</i>	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244		
Sugar Tyme Crab	<i>Malus 'Sugar Tyme'</i>	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244		
Zumi Crab	<i>Malus X zumi</i> var. <i>Calocarpa</i>	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219	244	180	196	221	244		
Dawn Redwood	<i>Metasequoia glyptostroboides</i>	Spring															221	249	284	
Majestic Black Tupelo	<i>Nyssa sylvatica</i> 'Majestic'	Spring														291	329			
Ironwood (Hophornbeam)	<i>Ostrya virginiana</i>	Spring	256	273	320	320	256	273	320	320	261	278	326	326	261	278	326	326		
Autumn Treasure Hophornbeam	<i>Ostrya virginiana</i> 'JFS-KW5'	Spring	261	278	325	361	278	325	366	383	331	366	383	331	291	329	331	331		
Eve Stopper Corktree	<i>Phellodendron amurense</i> 'Longneck'	Spring/Fall	219	241	277	224	246	282	303	224	246	282	303	226	248	285	306	233	255	
Quaking Aspen	<i>Populus tremuloides</i>	Spring	185	216	247	288	191	222	254	289	195	226	259	295	197	228	262	295	201	232
Exclamation London Planetree	<i>Platanus x acerifolia</i> 'Holmford'	Spring	215	259	291	351	215	259	291	351	219	264	297	358	221	267	300	358	223	269
New Bradford Pear	<i>Pyrus calleryana</i> 'Cleveland Select'	Spring	206	245	288	333	206	245	288	333	206	245	288	333					302	360
Chanticleer Pear	<i>Pyrus calleryana</i> 'Chastity'	Spring														216	255	289	343	
Swamp White Oak	<i>Quercus bicolor</i>	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	325
American Dream Swamp White Oak	<i>Quercus bicolor</i> 'JFS-KW12'	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	325
Northern Pin Oak	<i>Quercus ellipsoidalis</i>	Late Spring																	381	
Shingle Oak	<i>Quercus imbricaria</i>	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	325
Bur Oak	<i>Quercus macrocarpa</i>	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	325
Urban Pinnacle Bur Oak	<i>Quercus macrocarpa</i> 'JFS-KW3'	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	325
Chinkapin Oak	<i>Quercus prinus</i>	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	325
Chestnut Oak	<i>Quercus prinus</i>	Late Spring																	381	
Red Oak	<i>Quercus rubra</i>	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	325
Regal Prince Oak	<i>Quercus robur</i> 'Long'	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	325
Heritage Oak	<i>Quercus robur</i> 'Heritage'	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	325
Northern Black Oak	<i>Quercus velutina</i>	Late Spring	252	269	311	369	252	269	311	369	257	274	317	376	257	274	320	376	252	325

HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 24/SPRING 25																								
		Fall21/Spring22			Fall22/Spring23			Fall23/Spring24			Fall24/Spring25			Fall25/Spring26										
COMMON NAME		SCIENTIFIC/ CULTIVARS		PLANTING SEASON	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"								
Niobe Weeping Willow		<i>Salix alba 'Tristis'</i>		Late Spring	182	191	233	271	182	191	233	271	185	195	238	276	187	197	240	276	189	199	245	281
China Snow Peking Lilac		<i>Syringa pekinensis 'Morton'</i>		Spring/Fall	194	226	279	321	201	233	287	331	205	238	293	338	210	243	299	338	220	255	314	355
Beijing Gold Peking Lilac		<i>Syringa pekinensis 'Zhang Zhiming'</i>		Spring/Fall	204	236	289	331	211	243	297	341	215	248	303	348	220	253	309	348	230	265	324	365
Ivory Silk Japanese Tree Lilac		<i>Syringa reticulata 'Ivory Silk'</i>		Spring/Fall	230	262	301	339	230	262	301	345	235	267	307	352	237	270	310	352	244	278	319	363
Bald Cypress		<i>Taxodium distichum</i>		Late Spring	208	228	244	277	214	235	251	285	218	240	256	291	218	240	259	291	222	245	272	320
Shawnee Brave Bald Cypress		<i>Taxodium distichum 'Mickelson'</i>		Late Spring	218	238	254	287	224	245	261	295	228	250	266	301	228	250	269	301	232	255	282	330
Continental Appeal™ Linden		<i>Tilia americana 'Continental Appeal'</i>		Spring/Fall	217	232	261	313	221	237	266	319	225	242	271	325								
American Sentry™ Linden		<i>Tilia americana 'McSentry'</i>		Spring/Fall	217	232	261	313	221	237	266	319	225	242	271	325	227	244	274	325	232	256	301	341
Redmond American Linden		<i>Tilia americana 'Redmond'</i>		Spring/Fall	205	218	245	293	209	222	250	299	213	226	255	305	218	231	260	305	222	243	286	336
Greenspire Littleleaf Linden		<i>Tilia cordata 'Greenspire'®</i>		Spring/Fall	205	218	245	293	209	222	250	299	213	226	255	305	218	231	260	305	222	243	286	336
Sterling Silver Linden		<i>Tilia tomentosa 'Sterling'®</i>		Spring/Fall	205	218	245	293	209	222	250	299	213	226	255	305	227	244	274	325	232	256	301	341
Accolade Elm™		<i>Ulmus 'Morton'</i>		Spring/Fall	226	249	281	327	226	249	281	327	230	254	287	334	230	254	287	334	226	257	301	351
Triumph Elm™		<i>Ulmus 'Morton Glossy'</i>		Spring/Fall	226	249	281	327	226	249	281	327	230	254	287	334	230	254	287	334	226	257	301	351
New Horizon Elm		<i>Ulmus 'New Horizon'</i>		Spring/Fall	226	249	281	327	226	249	281	327	230	254	287	334	230	254	287	334	226	257	301	351
Princeton Elm		<i>Ulmus americana 'Princeton'</i>		Spring/Fall	226	249	281	327	226	249	281	327	230	254	287	334	230	254	287	334	226	257	301	351
Jefferson Elm		<i>Ulmus americana 'Jefferson'</i>		Spring/Fall																226	257	301	351	
New Harmony Elm		<i>Ulmus american 'New Harmony'</i>		Spring/Fall																226	257	301	351	

**POSSIBILITY PLACE NURSERY PRICING FOR SUBURBAN TREE CONSORTIUM**

COMMON NAME	SCIENTIFIC/ CULTIVARS	FALL 2021/SPRING 2022			FALL 2022/SPRING 2023			FALL 2023/SPRING 2024			FALL 2024/SPRING 2025			FALL 2025/SPRING 2026		
		1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"	1.5"	2"	2.5"
Ohio Buckeye	<i>Aesculus glabra</i>	\$180.00	\$200.00		\$180.00	\$200.00		\$180.00	\$200.00		\$185.00	\$205.00		\$195.00	\$210.00	
Northern Catalpa	<i>Catalpa speciosa</i>	\$165.00	\$190.00		\$165.00	\$190.00		\$165.00	\$190.00		\$170.00	\$195.00		\$175.00	\$200.00	
Common Hackberry	<i>Celtis occidentalis</i>	\$165.00	\$190.00		\$165.00	\$190.00		\$165.00	\$190.00		\$170.00	\$195.00		\$175.00	\$200.00	
Blue Ash	<i>Fraxinus quadrangulata</i>															
Kentucky Coffeetree	<i>Gymnocladus dioica</i>															
Butternut	<i>Juglans cinerea</i>															
Black Walnut	<i>Juglans nigra</i>															
Black Tupelo	<i>Nyssa sylvatica</i>															
Ironwood (Hophornbeam)	<i>Ostrya virginiana</i>	\$170.00	\$210.00		\$170.00	\$210.00		\$170.00	\$210.00		\$175.00	\$215.00		\$180.00	\$220.00	
Eastern White Pine	<i>Pinus strobus</i>															
White Oak	<i>Quercus alba</i>	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Swamp White Oak	<i>Quercus bicolor</i>	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Scarlet Oak	<i>Quercus coccinea</i>	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Hill's Oak	<i>Quercus ellipsoidalis</i>	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Shingle Oak	<i>Quercus imbricaria</i>	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Bur Oak	<i>Quercus macrocarpa</i>	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Chinquapin Oak	<i>Quercus muehlenbergii</i>	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Red Oak	<i>Quercus rubra</i>	\$175.00	\$210.00		\$175.00	\$210.00		\$175.00	\$210.00		\$180.00	\$215.00		\$185.00	\$220.00	
Swamp/Bur Oak Hybrid	<i>Quercus x schuetti</i>															

\*\*\*ALL TREES IN THE ABOVE LISTING ARE IN 18" ROOT BAGS. ALL TREES CAN BE GROWN IN ROOT MAKER CONTAINERS FOR AN EXTRA \$15.00 PER TREE.

DELIVERY CHARGES: **\$3.00 PER MILE ROUND TRIP**  
**MINIMUM 10 TREES FOR DELIVERY**

## Spring Grove Nursery Prices for Suburban Tree Consortium - Exhibit B

Revised 8-6-21

			Fall 2021/Spring 2022	Fall 2022/Spring 2023	Fall 2023/Spring 2024	Fall 2024/Spring 2025	Fall 2025/Spring 2026
Common Name	Scientific Name	Planting Season	2" 2.5" 3.0" 3.5"	2" 2.5" 3.0"	2" 2.5" 3.0"	2" 2.5" 3.0"	2" 2.5" 3.0"
Amur Flame Maple	<i>Acer ginnala 'Flame'</i>	Spring/Fall	211 243 276	219 253 287	224 258 293	228 263 298	240 275 308
Rugged Ridge Maple	<i>Acer miyabei 'JFS-KW3AM'</i>	Spring/Fall	222 254 287	231 264 298	235 270 304	240 275 310	252 286 352
State Street Maple	<i>Acer miyabei 'Morton'</i>	Spring/Fall	222 254 287	231 264 298	235 270 304	240 275 310	252 286 352
Deborah Norway Maple	<i>Acer platanoides 'Deborah'</i>	Spring/Fall	200 243 276	208 253 287	212 258 293	217 263 298	225 274 310
Emerald Lustre Norway Maple	<i>Acer platanoides 'Pend'</i>	Spring/Fall	200 243 276	208 253 287	212 258 293	217 263 298	225 274 310
Armstrong Gold Red Maple	<i>Acer rubrum 'Armstrong Gold'</i>	Spring/Fall Caution	222 254 287	231 264 298	235 270 304	240 275 310	252 286 352
Red Sunset Red Maple	<i>Acer rubrum 'Franksred'</i>	Spring/Fall Caution	222 254 287	231 264 298	235 270 304	240 275 310	240 275 330
Redpointe Red Maple	<i>Acer rubrum 'Redpointe'</i>	Spring/Fall Caution	222 254 287	231 264 298	235 270 304	240 275 310	240 275 330
Sun Valley Red Maple	<i>Acer rubrum 'Sun Valley'</i>	Spring/Fall Caution	222 254 287	231 264 298	235 270 304	240 275 310	240 275 330
Fall Fiesta Sugar Maple	<i>Acer saccharum 'Balista'</i>	Spring/Fall	222 254 287	231 264 298	235 270 304	240 275 310	252 296 352
Green Mountain Sugar Maple	<i>Acer saccharum 'Green Mountain'</i>	Spring/Fall	222 254 287	231 264 298	235 270 304	240 275 310	252 296 352
Crescendo Sugar Maple	<i>Acer saccharum 'Morton'</i>	Spring/Fall	222 254 287	231 264 298	235 270 304	240 275 310	252 296 352
Hot Wings Maple	<i>Acer tataricum 'GarAnn'</i>	Spring/Fall	222 254 315	231 264 328	235 270 335	240 275 342	252 296 352
Crimson Sunset Maple	<i>Acer truncatum x A. platanoides 'Warrenred'</i>	Spring/Fall	222 254 315	231 264 328	235 270 335	240 275 342	252 296 352
Pacific Sunset Maple	<i>Acer truncatum x A. platanoides 'Warrenred'</i>	Spring/Fall	222 254 315	231 264 328	235 270 335	240 275 342	252 296 352
Autumn Fantasy Maple	<i>Acer x freemanii 'Autumn Fantasy'</i>	Spring/Fall	211 243 276	219 253 287	224 258 293	228 263 298	237 274 320
Matador Maple	<i>Acer x freemanii 'Baliston'</i>	Spring/Fall	211 243 276	219 253 287	224 258 293	228 263 298	237 274 320
Celebration Maple	<i>Acer x freemanii 'Celsan'</i>	Spring/Fall	211 243 276	219 253 287	224 258 293	228 263 298	237 274 320
Autumn Blaze Maple	<i>Acer x freemanii 'Jeffersred'</i>	Spring/Fall	211 243 276	219 253 287	224 258 293	228 263 298	237 274 320
Autumn Splendor Horsechestnut	<i>Aesculus x carnea 'Autumn Splendor'</i>	Spring/Fall Caution	233 265 297	242 276 305	247 281 316	252 287 322	263 308 342
Early Glow Buckeye	<i>Aesculus x carnea 'Early Glow'</i>	Spring/Fall Caution	233 265 297	242 276 305	247 281 316	252 287 322	263 308 342
Yellow Buckeye	<i>Aesculus octandra</i>	Spring/Fall Caution	233 265 297	242 276 305	247 281 316	252 287 322	263 308 342
Spaeth's Alder	<i>Alnus x spaethii</i>	Spring/Fall Caution	222 254 287	231 264 298	235 270 304	240 275 310	240 286 330
Autumn Brilliance Serviceberry	<i>Amelanchier x grandiflora 'Autumn Brilliance'</i>	Spring/Fall	222 254 287	231 264 298	235 270 304	240 275 310	241 275 320
Lustre Allegheny Serviceberry	<i>Amelanchier laevis 'Lustre'</i>	Spring/Fall	222 254 287	231 264 298	235 270 304	240 275 310	241 275 320
River Birch	<i>Betula nigra</i>	Spring	189 211 233	197 219 242	201 224 247	205 228 252	205 241 275
Heritage River Birch	<i>Betula nigra 'Cully'</i>	Spring	189 211 233	197 219 242	201 224 247	205 228 252	205 241 275
Dakota Pinnacle Birch	<i>Betula platyphylla 'Fargo'</i>	Spring	189 211 233	197 219 242	201 224 247	205 228 252	205 241 275
Pyramidal European Hornbeam	<i>Carpinus betulus 'Fastigata'</i>	Spring	222 254 287	231 264 298	235 270 304	240 275 310	252 296 342
Emerald Avenue Hornbeam	<i>Carpinus betulus 'JFS-KW1CB'</i>	Spring	222 254 305	231 264 317	235 270 323	240 275 329	252 296 342
American Hornbeam	<i>Carpinus caroliniana</i>	Spring	222 254 287	231 264 298	235 270 304	240 275 310	252 296 342
Firespire American Hornbeam	<i>Carpinus caroliniana 'JN Upright'</i>	Spring	222 254 287	231 264 298	235 270 304	240 275 310	252 296 342
JN Strain American Hornbeam	<i>Carpinus caroliniana 'JN Strain'</i>	Spring			235 270 304	240 275 310	
Northern Catalpa	<i>Catalpa speciosa</i>	Spring/Fall	200 233 265	208 242 276	212 247 281	217 252 287	225 262 298
Heartland Catalpa	<i>Catalpa speciosa 'Hiawatha'</i>	Spring/Fall	200 233 265	208 242 276	212 247 281	217 252 287	225 262 298
Purple Catalpa	<i>Catalpa speciosa 'Purpurea'</i>	Spring/Fall	200 233 265	208 242 276	212 247 281	217 252 287	225 262 298

## Spring Grove Nursery Prices for Suburban Tree Consortium - Exhibit B

Revised 8-6-21

			Fall 2021/Spring 2022	Fall 2022/Spring 2023	Fall 2023/Spring 2024	Fall 2024/Spring 2025	Fall 2025/Spring 2026
Common Name	Scientific Name	Planting Season	2"	2.5"	3.0"	2"	2.5"
Hackberry	<i>Celtis occidentalis</i>	Spring/Fall	211	238	276	219	247
Eastern Redbud	<i>Cercis canadensis</i>	Spring	222	254	287	231	264
Perkins Pink Yellowwood	<i>Cladrastis kentukea 'Perkins Pink'</i>	Spring	222	254	287	231	264
Yellowwood	<i>Cladrastis kentukea</i>	Spring				235	270
Pagoda Dogwood	<i>Cornus alternifolia</i>	Spring/Fall				235	270
Golden Glory Corneliancherry Dogwood	<i>Cornus mas 'Golden Glory'</i>	Spring/Fall	222	254		231	264
Turkish Filbert	<i>Corylus colurna</i>	Spring	222	254		231	264
Thornless Cockscomb Hawthorn	<i>Crataegus crusgalli v. inermis</i>	Spring	178	211	243	186	219
Thornless Cockscomb Hawthorn	<i>Crataegus virdis 'Winter King'</i>	Spring	178	211	243	186	219
Princeton Sentry Ginkgo	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring/Fall	276	308	287	321	293
Autumn Gold Ginkgo	<i>Ginkgo biloba 'Autumn Gold'</i>	Spring/Fall				293	327
Skyline Honeylocust	<i>Gleditsia triacanthos 'Skyline'</i>	Spring/Fall				298	334
Streetkeeper Honeylocust	<i>Gleditsia triacanthos 'Street Keeper'</i>	Spring/Fall	211	243	276	219	253
Northern Sentinel Honeylocust	<i>Gleditsia triacanthos 'JFS GMorgenson'</i>	Spring/Fall				224	258
Kentucky Coffee Tree	<i>Gymnocladus dioicus</i>	Spring/Fall	222	254	287	231	264
Espresso Kentucky Coffee Tree	<i>Gymnocladus dioicus 'Espresso-JFS'</i>	Spring/Fall	222	254	287	231	264
Skimmy Latte Kentucky Coffee Tree	<i>Gymnocladus dioicus 'Morton'</i>	Spring/Fall	222	254	287	231	264
True North Kentucky Coffee Tree	<i>Gymnocladus dioicus 'UMN Synergy'</i>	Spring/Fall	222	254	287	231	264
Moraine Sweetgum	<i>Liquidambar styraciflua 'Moraine'</i>	Spring	243	276	308	253	287
Worpelston Sweetgum	<i>Liquidambar styraciflua 'Worpelston'</i>	Spring	243	276	308	253	287
Tulip Tree	<i>Liriodendron tulipifera</i>	Spring	243	276	308	253	287
Arnold Tulip Tree	<i>Liriodendron tulipifera 'Arnold'</i>	Spring	243	276	308	253	287
Emerald City Tulip Tree	<i>Liriodendron tulipifera 'JFS-Oz'</i>	Spring	243	276	308	253	287
Amur Maackia	<i>Maackia amurensis</i>	Spring/Fall	211	243	219	253	224
White Shield Osage Orange	<i>Maclura pomifera 'White Shield'</i>	Spring/Fall	211	243	276	219	253
Butterflies Magnolia	<i>Magnolia acuminata 'Butterflies'</i>	Spring	211	243	219	253	224
Firebird Crabapple	<i>Malus sargentii 'Select A'</i>	Spring/Fall	189	222	197	231	201
Golden Raindrops Crabapple	<i>Malus 'Schmidtutileaf'</i>	Spring/Fall	189	222	197	231	201
Prairiefire Crabapple	<i>Malus 'Prairiefire'</i>	Spring/Fall	189	222	197	231	201
Profusion Crabapple	<i>Malus 'Profusion'</i>	Spring/Fall	189	222	197	231	201
Red Jewel Crabapple	<i>Malus 'Jewelcolle'</i>	Spring/Fall	189	222	197	231	201
Royal Raindrops Crabapple	<i>Malus 'JFS-KW5'</i>	Spring/Fall	189	222	197	231	201
Sargent Tina Crabapple	<i>Malus 'sargentii Tina'</i>	Spring/Fall	189	222	197	231	201
Show Time Crabapple	<i>Malus 'Showtime'</i>	Spring/Fall	189	222	197	231	201
Spring Snow Crabapple	<i>Malus 'Spring Snow'</i>	Spring/Fall	189	222	197	231	201
Gladiator Crabapple	<i>Malus x adstringens 'Durleo'</i>	Spring/Fall				205	240

## Spring Grove Nursery Prices for Suburban Tree Consortium - Exhibit B

Revised 8-6-21

			Fall 2021/Spring 2022	Fall 2022/Spring 2023	Fall 2023/Spring 2024	Fall 2024/Spring 2025	Fall 2025/Spring 2026
			2"	2.5"	3.0"	2"	2.5"
	Scientific Name	Planting Season	3.5"	3.0"	3.0"	2"	2.5"
Common Name							
Ruby Dayze Crabapple	<i>Malus 'JFS-KW139MX'</i>	Spring/Fall				205	240
Raspberry Spear Crabapple	<i>Malus 'JFS-KW213MX'</i>	Spring/Fall				205	240
Dawn Redwood	<i>Metasequoia glyptostroboides</i>	Spring	211	243	276	219	253
American Hornbeam	<i>Ostrya virginiana</i>	Spring	222	254	287	231	264
Autumn Treasure Hornbeam	<i>Ostrya virginiana 'JFS-KW5'</i>	Spring				231	264
Exclamation London Planetree	<i>Platanus x acerifolia 'Morton Circle'</i>	Spring	211	243	276	219	253
Quaking Aspen	<i>Populus tremuloides</i>	Spring	211	243	276	219	253
Swedish Columnar Aspen	<i>Populus tremuloides 'Erecta'</i>	Spring	211	243	276	219	253
Prairie Gold Aspen	<i>Populus tremuloides 'NE-Aut'</i>	Spring				219	253
Little Twist Cherry	<i>Prunus incisa 'Little Twist'</i>	Spring/Fall	189	222		197	231
Pink Flair Cherry	<i>Prunus sargentii 'JFS-KW58'</i>	Spring/Fall	189	222		197	231
Canada Red Chokeberry	<i>Prunus virginiana 'Canada Red'</i>	Spring/Fall	189	222	254	197	231
Cleveland Select Pear	<i>Pyrus calleryana 'Cleveland Select'</i>	Spring	211	243	276	219	253
Jack Pear	<i>Pyrus calleryana 'Jazzam'</i>	Spring	211	243	276	219	253
White Oak	<i>Quercus alba</i>	Spring	254	287	319	264	298
Swamp White Oak	<i>Quercus bicolor</i>	Spring	243	276	308	253	287
Beacon Oak	<i>Quercus bicolor 'Bonnis and Mike'</i>	Spring	254	287	319	264	298
American Dream Oak	<i>Quercus bicolor 'JFS-KW12'</i>	Spring	254	287	319	264	298
Shingle Oak	<i>Quercus imbricaria</i>	Spring	243	276	308	253	287
Bur Oak	<i>Quercus macrocarpa</i>	Spring	254	287	319	264	298
Cobblestone Oak	<i>Quercus macrocarpa 'JFS-KW12'</i>	Spring	254	287	319	264	298
Chinkapin Oak	<i>Quercus muehlenbergii</i>	Spring	254	287	319	264	298
Crimson Spire Oak	<i>Quercus rubra x Q. alba 'Crimshmidt'</i>	Spring	243	276	308	253	287
Streetspire Oak	<i>Quercus robur x Q. alba 'JFS-KW10X'</i>	Spring	243	276	308	253	287
Regal Prince Oak	<i>Quercus robur x Q. bicolor 'Long'</i>	Spring	243	276	308	253	287
Kindred Spirit Oak	<i>Quercus robur x Q. bicolor 'Nadler'</i>	Spring	243	276	308	253	287
Red Oak	<i>Quercus rubra</i>	Spring	243	276	308	253	287
Heritage Oak	<i>Quercus x macdanielii 'Clemmons'</i>	Spring	243	276	308	253	287
Scarlett Letter Oak	<i>Quercus x 'Scarlett Letter'</i>	Spring	243	276	308	253	287
Purple Robe Black Locust	<i>Robinia pseudoacacia 'Purple Robe'</i>	Spring	195	233	265	202	242
Ivory Silk Japanese Tree Lilac	<i>Syringa reticulata 'Ivory Silk'</i>	Spring/Fall	222	254	287	231	264
Great Wall Japanese Tree Lilac	<i>Syringa pekinensis 'WFH2'</i>	Spring/Fall				235	270
Snowdance Lilac	<i>Syringa reticulata 'Balincé'</i>	Spring/Fall					
Bald Cypress	<i>Taxodium distichum</i>	Spring	211	243	276	219	253
Green Whisper Bald Cypress	<i>Taxodium distichum 'JFS-SPN'</i>	Spring	211	243	276	219	253
Shawnee Brave Bald Cypress	<i>Taxodium distichum 'Mickelson'</i>	Spring	211	243	276	219	253
American Sentry Linden	<i>Tilia americana 'McKcGentry'</i>	Spring/Fall	211	240	276	219	250
Redmond American Linden	<i>Tilia americana 'Redmond'</i>	Spring/Fall	211	240	276	219	250
Greenspire Littleleaf Linden	<i>Tilia cordata 'Greenspire'</i>	Spring/Fall	211	240	276	219	250

**Spring Grove Nursery Prices for Suburban Tree Consortium - Exhibit B**

**Revised 8-5-21**

			Fall 2021/Spring 2022	Fall 2022/Spring 2023	Fall 2023/Spring 2024	Fall 2024/Spring 2025	Fall 2025/Spring 2026
Common Name	Scientific Name	Planting Season	2"	2.5"	3.0"	3.5"	2"
Green Mountain Silver Linden	<i>Tilia tomentosa 'Green Mountain'</i>	Spring/Fall	211	240	276	219	250
Jefferson American Elm	<i>Ulmus americana 'Jefferson'</i>	Spring/Fall	211	243	276	219	253
Princeton American Elm	<i>Ulmus americana 'Princeton'</i>	Spring/Fall	211	243	276	219	253
New Horizon Elm	<i>Ulmus japonica x pumila 'New Horizon'</i>	Spring/Fall	211	243	276	219	253
Accolade Elm	<i>Ulmus 'japonica x wilsoniana 'Morton'</i>	Spring/Fall	211	243	276	219	253
Triumph Elm	<i>Ulmus 'Morton Glossy'</i>	Spring/Fall	211	243	276	219	253
Emerald Sunshine Elm	<i>Ulmus propinqua 'JFS-Bieberich'</i>	Spring/Fall	211	243	276	219	253
Musashino Japanese Zelkova	<i>Zelkova serrata 'Musashino'</i>	Spring/Fall	211	243	276	219	253

WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM

2022 marks our 50th year in business and we're thankful to have been in partnership with the West Central Municipal Conference Shade Tree Consortium for over 30 of those years. As we continue to be a dependable supplier of high quality trees, we also continue to change our product mix to provide a variety of cultivars that are hardy in our zone. If you don't see something that you would like us to grow please send us a request for the variety, size and year wanted. Thank you



COMMON NAME	LATIN NAME	PLANTING SEASON	Fall 2021		Fall 2022		Fall 2023		Fall 2024		Fall 2025			
			Spring 2022 2.0" 2.5"	3.0"	Spring 2023 2.0" 2.5"	3.0"	Spring 2024 2.0" 2.5"	3.0"	Spring 2025 2.0" 2.5"	3.0"	Spring 2026 2.0" 2.5"	3.0"		
<b>Hedge Maple</b>	<i>Acer campestre</i>	Spring & Fall	205	215	235	225	245	230	250	220	240			
<b>Autumn Blaze® Freemanii Maple</b>	<i>Acer x freemanii 'Jeffersred'</i>	Spring & Fall	175	185	195	185	195	195	205	215	235	200	210	220
<b>Celebration® Maple</b>	<i>Acer x freemanii 'Celsam'</i>	Spring & Fall	175	185	195	185	195	195	205	215	235	200	210	220
<b>Maador™ Freemanii Maple</b>	<i>Acer x freemanii 'Bailston'</i>	Spring & Fall	175	185	195	185	195	195	205	215	235	200	210	220
<b>Sienna Glen® Freemanii Maple</b>	<i>Acer x freemanii 'Sienna Glen'</i>	Spring & Fall	175	185	195	185	195	195	205	225	205			
<b>State Street™ Maple</b>	<i>Acer xijabel 'Morton' State Street</i>	Spring & Fall	205	225	210	230	225	245	235	255	235	255		
<b>Crimson King Norway Maple</b>	<i>Acer platanoides 'Crimson King'</i>	Spring & Fall	205	230	210	235			245	270				
<b>Redpointe® Maple</b>	<i>Acer rubrum 'Frank Jr'</i> PP16769	Spring & Fall	200	215	210	225	235	255	245	265	245	265		
<b>Crimson Sunset® Maple</b> *NEW*	<i>Acer truncatum x Acer platanoides 'JFS-KW202 PP21838</i>	Spring & Fall			235				245	265	245	265		
<b>Briottii (Ruby Red) Red Horsechestnut</b>	<i>Aesculus x carnea 'Briottii'</i>	Spring only			210		210		260	270	260	270		
<b>Fort McNair Red Horsechestnut</b>	<i>Aesculus x carnea 'Ft. McNair'</i>	Spring only	200	225					260	270	260	270		
<b>Blue Beech</b>	<i>Carpinus caroliniana</i>	April-May only				240	250	250	260	250	260	250	260	
<b>Catalpa</b>	<i>Catalpa speciosa</i>	Spring only			180	190	190	200	205	215	205	215		
<b>Common Hackberry</b>	<i>Celtis occidentalis</i>	Spring & Fall	185	195	185	195	210	195	205	215	225	220	230	
<b>Eastern Redbud</b>	<i>Cercis canadensis</i> #45 containers (no guarantee)	Spring	180	190	190	200	230	240	240	250	245	255		
<b>Dawyck Purple Beech</b>	<i>Fagus sylvatica 'Dawyck Purple'</i>	late Spring only	245		285		285	295	305	315	305	325		
<b>Red Obelisk European Beech</b>	<i>Fagus sylvatica 'Red Obelisk'</i>	late Spring only	315		285		285	295	305	315	305	325		
<b>Rivers Purple Beech</b>	<i>Fagus sylvatica 'Riversii'</i>	late Spring only	275		285	295	285	295	305	315	305	325		
<b>Tricolor European Beech</b>	<i>Fagus sylvatica 'Roseomarginata'</i>	late Spring only	275		285		305	325	305	325	305	325		
<b>Autumn Gold Ginkgo</b>	<i>Ginkgo biloba 'Autumn Gold'</i>	Spring & Fall	315		315		330	345	335	350	335	350		
<b>Princeton Sentry Ginkgo</b>	<i>Ginkgo biloba 'Princeton Sentry'</i>	Spring & Fall	315	325	315	330	330	345	335	350	335	350		
<b>Shangri-La Ginkgo</b>	<i>Ginkgo biloba 'Shangri-La'</i>	Spring & Fall	315	325	315	330	345	335	350	335	350			
<b>Magyar Ginkgo</b>	<i>Ginkgo biloba 'Magyar'</i>	Spring & Fall					330	345	335	350	335	350		
<b>Skyline® Honeylocust</b>	<i>Gleditsia triacanthos 'Skycole'</i>	Spring & Fall	185	195	205	225	220	240	255	230	250	265	240	250

WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME		LATIN NAME		PLANTING SEASON		Fall 2021	Fall 2022	Fall 2023	Fall 2024	Fall 2025
				Spring & Fall	Spring & Fall	Spring 2022 2.0" 2.5" 3.0"	Spring 2023 2.0" 2.5" 3.0"	Spring 2024 2.0" 2.5" 3.0"	Spring 2025 2.0" 2.5" 3.0"	Spring 2026 2.0" 2.5" 3.0"
Kentucky Coffeetree		Gymnocladus dioicus		Spring & Fall	Spring & Fall	190	205	225	215	230
Decaf™ Kentucky Coffeetree		Gymnocladus dioicus 'Decaf'		Spring & Fall	Spring & Fall	190	205	220	215	230
Espresso™ Kentucky Coffeetree	*NEW*	Gymnocladus dioicus 'Espresso-JFS'		Spring & Fall	Spring & Fall				235	250
Skinny Latte Kentucky Coffeetree		Gymnocladus dioicus 'Morton'		Spring & Fall	Spring & Fall				235	250
Camelot® Crabapple		(pink flower)		Branched @ 42"	Spring & Fall	155	165	175	170	180
Coralburst® Crabapple		(pink flower)		Branched @ 42"	Spring & Fall	155	165	175	185	195
Firebird® Crabapple		(white flower)		Branched @ 42"	Spring & Fall	155	165	175	195	215
Gladiator™ Crabapple		(pink flower)		Branched @ 42"	Spring & Fall	155	165	170	180	195
Prariefire Crabapple		(pink flower)		Branched @ 42"	Spring & Fall	175				
Red Jewel Crabapple		(white flower)		Branched @ 42"	Spring & Fall	155	165	170	180	185
Royal Raindrops® Crabapple		(pink flower)		Branched @ 42"	Spring & Fall	155	165	170	180	195
Ruby Tears™ Crabapple		(pink flower)		Branched @ 42"	Spring & Fall	155	165	170	180	185
Sargent Tina Crabapple		(white flower)		Branched @ 42"	Spring & Fall	155	165	170	180	185
Show Time™ Crabapple		(pink flower)		Branched @ 42"	Spring & Fall	190	200	190	200	190
Spring Snow Crabapple		(white flower)		Branched @ 42"	Spring & Fall	155	165	175	180	185
Starlite® Crabapple		(white flower)		Branched @ 42"	Spring & Fall	155	165	175	180	190
Black Tupelo		<i>Nyssa sylvatica</i>		Late spring only	215	225	240	255	255	270
Maestic Black Tupelo		<i>Nyssa sylvatica</i> 'MONNN2'		Late spring only	215	225	240	255	255	270
Exclamation!™ London Planetree		<i>Platanus x acerifolia</i> 'Morton Circle'		Spring only	170	180	175	185	185	195
Ironwood/American Hophornbeam		<i>Ostrya virginiana</i>		Spring only			220	235	230	245
Quaking Aspen		<i>Populus tremuloides</i>		Spring only			180	185	195	205
Summer Shimmer Aspen	*New*	<i>Populus tremuloides</i> 'Summer Shimmer'		Spring only			180	185	195	205
Chanticleer Pear		<i>Pyrus calleryana</i> 'Glen's Form'		Late spring only	195	205				
Swamp White Oak		Quercus bicolor - Swamp White		Late spring only	190	235	205	250	225	260
Scarlet Oak		Quercus coccinea - Scarlet		Late spring only	190	235			245	280
Bur Oak		Quercus macrocarpa - Bur		Late spring only	190	235	205	250	225	260
Chinkapin Oak		Quercus muehlenbergii		Late spring only	190	235	205	250	225	260
Regal Prince™ Oak		Quercus robur x bicolor 'Long'		Late spring only	190	235	205	250	225	260
Red Oak		Quercus rubra - Red		Late spring only	190	235	205	250	225	260
Scarlet Letter™ English Oak		Quercus x Scarlet Letter		Late spring only	190	235	205	250	225	260
Shumard Oak		Quercus shumardii		Late spring only	190	235	205	250	225	260
Ivory Silk Japanese Tree Lilac		<i>Syringa reticulata</i> 'Ivory Silk'		Spring & Fall	225	235	235	245	240	250
Snowdance™ Japanese Tree Lilac		<i>Syringa reticulata</i> 'Bailinnee'		Spring & Fall	225	235	235	245	240	250
Common Baldcypress		<i>Taxodium disticum</i>		Late spring only	205	215	205	215	210	220
Shawnee Brave Bald Cypress		<i>Taxodium disticum</i> 'Mickelson'		Late spring only	205	215	205	215	210	220

WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	LATIN NAME	PLANTING SEASON	Fall 2021		Fall 2022		Fall 2023		Fall 2024		Fall 2025			
			Spring 2022	Spring 2023	Spring 2024	Spring 2025	Spring 2026	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	
American Sentry® Linden *NEW*	<i>Tilia americana 'McSentry'</i>	Spring & Fall	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"
Redmond American Linden	<i>Tilia americana 'Redmond'</i>	Spring & Fall	225	235	225	235	225	235	245	255	245	255		
Greenspire Littleleaf Linden	<i>Tilia cordata 'Greenspire'</i>	Spring & Fall	210	220	210	220	225	235	245	255	245	255		
Sterling Silver Linden	<i>Tilia tomentosa 'Sterling'</i>	Spring & Fall	210	220	210	220	225	235						
Harvest Gold Linden	<i>Tilia x mongolia 'Harvest Gold'</i>	Spring & Fall	225	235	225	235	245	255						
Princeton Elm	<i>Ulmus americana 'Princeton'</i>	Spring only	185	195	210	220	215	225	245	255	245	255		
Prospector Elm	<i>Ulmus davidiana var. japonica 'Prospector'</i>	Spring only	185	195	185	195	225	235						
New Horizon Elm	<i>Ulmus japonica x pumila 'New Horizon'</i>	Spring only	185	195	210	220	225	235	245	255	245	255		
Frontier Elm	<i>Ulmus 'Frontier'</i>	Spring only	185	195	210	220	225	235	245	255				
Accolade™ Elm	<i>Ulmus 'Morton'</i>	Spring only	185	195	210	220	215	225	245	255	245	255		
Triumph™ Elm	<i>Ulmus 'Morton Glossy'</i>	Spring only	185	195	210	220	215	225	245	255	245	255		

**Pugsley & LaHaie REGULAR CONTRACT Prices for the Suburban Tree Consortium**

Revised 8/12/21	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"	10' or 4"	12' or 4.5"
<u>Ball Size Bid On Tree Installation</u>	<b>20 - 23.5"</b>	<b>24-27.5"</b>	<b>28-31.5"</b>	<b>32-37.5"</b>	<b>38-41.5"</b>	<b>42-47.5"</b>	<b>48-53.5"</b>
2022	74.50	95.50	100.75	130.25	157.50	180.50	216.25
2023	80.00	102.00	108.00	139.00	169.00	193.00	231.00
2024	84.00	108.00	120.00	146.00	179.00	220.00	260.00
2025	95.00	122.00	130.80	168.00	204.00	235.00	280.00
2026	103.00	132.00	141.00	182.00	220.00	255.00	295.00
<b>Delivery from Spring 2022 thru Fall 2022 from Wilson, Klehm &amp; Fiore Nurseries:</b>							
	18.00	20.00	23.00	30.00	35.00	47.00	56.00
<b>Delivery for Spring 2022 thru Fall 2022 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>							
	21.00	24.00	27.00	35.00	37.00	53.00	63.00
<b>Delivery for Spring 2022 thru Fall 2022 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>							
	29.00	33.00	36.00	41.00	46.00	56.00	71.00
<b>Delivery from Spring 2023 thru Fall 2023 from Wilson, Klehm &amp; Fiore Nurseries:</b>							
	19.00	21.00	24.00	31.00	36.00	48.00	58.00
<b>Delivery for Spring 2023 thru Fall 2023 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>							
	22.00	25.00	28.00	36.00	38.00	55.00	65.00
<b>Delivery for Spring 2023 thru Fall 2023 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>							
	30.00	34.00	37.00	42.00	47.00	58.00	73.00
<b>Delivery from Spring 2024 thru Fall 2024 from Wilson, Klehm &amp; Fiore Nurseries:</b>							
	19.50	21.50	24.50	31.50	36.50	55.00	65.00
<b>Delivery for Spring 2024 thru Fall 2024 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>							
	22.50	25.50	28.50	36.50	38.50	60.00	73.00
<b>Delivery for Spring 2024 thru Fall 2024 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>							
	30.50	34.50	37.50	42.50	47.50	65.00	81.00
<b>Delivery from Spring 2025 thru Fall 2025 from Wilson, Klehm &amp; Fiore Nurseries:</b>							
	21.00	23.00	26.00	34.00	39.00	61.00	72.00
<b>Delivery for Spring 2025 thru Fall 2025 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>							
	24.00	28.00	31.00	39.00	42.00	67.00	81.00
<b>Delivery for Spring 2025 thru Fall 2025 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>							
	33.00	37.00	40.00	46.00	51.00	72.00	90.00
<b>Delivery from Spring 2026 thru Fall 2026 from Wilson, Klehm &amp; Fiore Nurseries:</b>							
	23.00	25.00	28.25	37.00	42.50	66.50	78.50
<b>Delivery for Spring 2026 thru Fall 2026 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>							
	26.00	30.50	33.75	42.50	45.75	73.00	88.25
<b>Delivery for Spring 2026 thru Fall 2026 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>							
	36.00	40.25	43.50	50.25	55.50	78.50	98.00
<b>Mulch Spring 2022 thru Fall 2022</b>							
	12.00	13.00	14.00	15.00	16.00	16.50	17.50
<b>Mulch Spring 2023 thru Fall 2023</b>							
	13.00	14.00	15.00	16.00	17.00	17.50	18.50
<b>Mulch Spring 2024 thru Fall 2024</b>							
	14.00	15.00	16.00	17.00	18.00	18.50	19.50
<b>Mulch Spring 2025 thru Fall 2025</b>							
	17.00	18.00	19.00	20.00	21.00		22.00
<b>Mulch Spring 2026 thru Fall 2026</b>							
	18.50	19.75	20.75	21.75	23.00		24.00

**Extra Services 2022 Season:**

<b>Gator Bag Brand Water Bags</b>	23.75
<b>Generic Water Bags</b>	15.50

**Fold Cage (if not low profile), Cut Twine, Peel Back Burlap**

	<b>1.5"-3"</b>	<b>3.5"-4.5"</b>
<b>Per Tree Cost</b>	3.25	4.35
<b>Cut Basket/Remove (in addition to above cost)</b>	<b>1.5"-3"</b>	<b>3.5"-4.5"</b>
<b>Per Tree Cost</b>	4.35	5.50

\* All sizes move/transplant nearby double planting cost or quote basis

\* Optional out of specification planting requests \$1.00 per inch/per tree cost

**Delivery Fuel Surcharge**

	Per Gallon \$3.00-\$4.00	Per Gallon \$4.01-\$5.00	Per Gallon \$5.01-\$6.00	Per Gallon \$6.01+
Per Tree Cost	1.30	2.40	3.50	4.60

**Pugsley & LaHae, Ltd. Prevailing Wage Prices for the Suburban Tree Consortium**

Revised 8-12-21

<u>Ball Size Bid On Tree Installation</u>	5' or 1.5" 20 - 23.5"	6' or 2" 24-27.5"	7' or 2.5" 28-31.5"	8' or 3" 32-37.5"	9' or 3.5" 38-41.5"
2022	141.50	163.50	197.00	243.00	307.00
2023	151.00	175.00	211.00	260.00	328.00
2024	161.50	189.00	234.00	278.00	354.50
2025	176.00	206.00	255.00	303.00	386.00
2026	192.00	225.00	278.00	330.00	420.00
<b>Delivery from Spring 2022 thru Fall 2022 from Wilson, Klehm &amp; Fiore Nurseries:</b>					
	22.50	26.75	30.25	34.75	44.75
<b>Delivery from Spring 2022 thru Fall 2022 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>					
	25.75	30.25	36.00	41.50	51.50
<b>Delivery from Spring 2022 thru Fall 2022 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>					
	33.50	38.00	42.50	50.50	56.00
<b>Delivery from Spring 2023 thru Fall 2023 from Wilson, Klehm &amp; Fiore Nurseries:</b>					
	23.00	28.00	31.00	36.00	46.00
<b>Delivery from Spring 2023 thru Fall 2023 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>					
	27.00	31.00	37.00	43.00	53.00
<b>Delivery from Spring 2023 thru Fall 2023 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>					
	35.00	39.00	44.00	52.00	58.00
<b>Delivery from Spring 2024 thru Fall 2024 from Wilson, Klehm &amp; Fiore Nurseries:</b>					
	24.50	29.50	32.50	37.50	47.50
<b>Delivery from Spring 2024 thru Fall 2024 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>					
	28.50	32.50	38.50	44.50	54.50
<b>Delivery from Spring 2024 thru Fall 2024 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>					
	36.50	40.50	45.50	53.50	59.50
<b>Delivery from Spring 2025 thru Fall 2025 from Wilson, Klehm &amp; Fiore Nurseries:</b>					
	27.00	33.00	36.00	42.00	53.00
<b>Delivery from Spring 2025 thru Fall 2025 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>					
	32.00	36.00	43.00	50.00	61.00
<b>Delivery from Spring 2025 thru Fall 2025 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>					
	41.00	45.00	51.00	60.00	67.00
<b>Delivery from Spring 2026 thru Fall 2026 from Wilson, Klehm &amp; Fiore Nurseries:</b>					
	29.50	36.00	39.25	45.75	57.75
<b>Delivery from Spring 2026 thru Fall 2026 from Hinsdale, Breezy Hill, Doty, Goodmark &amp; McHenry County Nurseries:</b>					
	35.00	39.24	47.0039.25	54.50	66.50
<b>Delivery from Spring 2026 thru Fall 2026 from Possibility Place Nursery &amp; Spring Grove Nursery:</b>					
	44.75	49.00	55.75	65.50	73.00
<b>Mulch Spring 2022 thru Fall 2022</b>					
	18.00	19.00	20.00	22.00	26.00
<b>Mulch Spring 2023 thru Fall 2023</b>					
	18.00	20.00	21.00	23.00	27.00
<b>Mulch Spring 2024 thru Fall 2024</b>					
	20.00	21.00	22.00	24.00	28.00
<b>Mulch Spring 2025 thru Fall 2025</b>					
	22.00	23.00	24.00	26.00	29.00
<b>Mulch Spring 2026 thru Fall 2026</b>					
	24.00	25.00	26.00	28.00	32.00
<b>Delivery Fuel Surcharge</b>					
	Per Gallon \$3.00-\$4.00	Per Gallon \$4.01-\$5.00	Per Gallon \$5.01-\$6.00	Per Gallon \$6.01+	
Per Tree Cost	1.30	2.40	3.50	4.60	

# **BY-LAWS REVISED 03/10/16**

## **ARTICLE I**

### **PURPOSE**

The Suburban Tree Consortium (hereafter called the STC) is an intergovernmental agreement voluntarily established by its members for the purpose of:

- Contracting and negotiating with tree nurseries to provide its members with a variety of quality trees at reasonable prices;
- Contracting and negotiating with tree planting services on behalf of its members;
- Providing a forum for mutual study, development and implementation of municipal tree growing, planting and maintenance programs for all its members;
- Providing arboricultural services to other member governmental units.

Any trees or services which may be acquired during the term of this agreement shall be paid for, owned, and be maintained on an individual basis by each municipality which desires to make any such acquisition. This individual ownership arrangement shall not, however, prevent STC from bargaining on behalf of any member(s) in an effort to reduce costs of any type.

## **ARTICLE II**

### **POWERS**

The powers of STC are as follows:

- To enter into contracts, for the performance of services directly related to this venture;
- To employ agents and consultants for the operation and maintenance of a system for the growing, planting, and care of trees;
- All powers necessary and incidental to carrying out the purposes set forth in Article I of this agreement.

## **ARTICLE III**

### **PARTICIPATION**

- A. Membership shall be limited to Chicago Metropolitan municipalities within a sixty (60) mile radius of the City of Chicago.
- B. To apply for membership a municipality shall submit to the STC:
  1. A certified copy of an ordinance passed by the municipality's governing board authorizing membership in the STC. This ordinance shall acknowledge the municipality's acceptance of all existing STC contracts; each municipality is responsible for its individual debts and liabilities incurred while a member of the STC; the remaining STC members shall not absorb another member's debts and liabilities by default; that the municipality's needs are compatible with the STC; and the appointing of a designated official and alternate to the STC Board. Such ordinance shall be substantially similar to the ordinance for membership attached as Exhibit A.
  2. Payment of membership fee of \$575.00 to the STC.
  3. Upon receipt of the ordinance for membership and fee, the STC Board of Directors shall motion the application at the Board's next regular meeting. New members shall be admitted by a majority vote of the Board of Directors.

- C. Provide a certified copy of the resolution of intent to the STC with the annual membership renewal and is attached as Exhibit B.
- D. Current member municipalities shall annually at the start of the new fiscal year (May 1) pay membership dues of \$575.00, or as amended.
- E. Only member municipalities who have paid all dues, fees and other charges may vote and participate in STC functions.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

- A. There is hereby established, for the STC, a Board of Directors which shall consist of one designated official, or alternate, of each member municipality.
- B. The Board of Directors shall determine general policy of the STC, and shall have the responsibility for the hiring of consultants, approval of amendments to this agreement, approval of the acceptance of new members, and approval of the annual budget of the STC.
- C. Each municipality that is a member of the STC shall be entitled to one seat on the Board of Directors and shall be entitled to one vote thereon. Such one vote may be cast only by the designated official or designated alternate.
- D. Each designated official shall serve on the Board until a successor is appointed by his or her municipality. When such designated official ceases to be an officer of the member municipality appointing such officer, the official shall cease to be a Board member of STC.
- E. The Board of Directors may establish rules governing its own conduct and procedures and have such express or implied authority as is not inconsistent with or contrary to the laws of the State of Illinois or this Agreement.
- F. Unless otherwise specified in this agreement, all business by such Board of Directors shall consist of a majority vote of the membership present at the meeting or submitting votes in advance. Due to the nature of multiple municipal responsibilities and the need to proceed with matters of business in a timely fashion, voting may be conducted in person at any board meeting and by telephone, facsimile or electronic-mail before the board meeting by members unable to attend in person. A majority shall be one (1) more than half the combined total votes cast in person plus those submitted before the meeting. All such voting activities shall be recorded by the STC Secretariat.

G. No one serving on the Board of Directors shall receive any salary or compensation from the venture. The daily operation of the venture shall be conducted under the direction and supervision of the Board of Directors, subject to the policy limitations established by the Board of Directors from time to time. Except as specifically excepted herein, no contract or other obligation of this venture shall be binding unless approved or ratified by the Board of Directors.

## **ARTICLE V**

### **BOARD OF DIRECTORS MEETINGS**

- A. Regular meetings of the Board of Directors shall be held twice per year. Special meetings of the Board of Directors may be called by its President, or shall be called upon written request by two of its members. Twenty-four (24) hours notice of special meetings shall be given to the official representatives of each member municipality and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at said meetings shall be limited to those items specified in the agenda.
- B. The time, date, and location of regular and special meetings of the Board of Directors shall be determined by the President of the Board of Directors.
- C. Notice of the regular meetings of the Board of Directors shall be given to the designated official of each member municipality at least five (5) days prior to such meeting, and an agenda for such meeting shall accompany the notice; however, such meeting shall not be limited to the matters set forth in such agenda.
- D. All business which requires a vote shall be as set forth in Article IV.

## **ARTICLE VI**

### **OFFICERS OF THE BOARD OF DIRECTORS**

- A. Officers shall consist of a President, Vice President, Treasurer, Secretary and Member at Large. All officers shall be elected by the Board of Directors.
- B. Officers shall be elected for a minimum of a two year term and a maximum of a 5 year term and shall serve terms rotating through the positions in a fixed sequence in the following order: member at large; secretary; treasurer; vice-president and president. New officers shall take office at the adjournment of the summer meeting of the Board of Directors at which they are elected. Nominations for the executive

committee positions as listed above will be accepted at the winter meeting, to be voted on at the next summer meeting.

- C. A vacancy shall immediately occur in the office of any officer upon the resignation or death of such person holding such office or upon his/her ceasing to be an officer or employee of any member government. Upon a vacancy occurring in the office of any officer, the Board of Directors may appoint a successor to fill the vacancy. The rotation of officers may be advanced one year before the vacancy has been filled if the Board of Directors finds this advisable.
- D. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the STC would be served thereby.
- E. The President shall be the principal executive officer of the STC and shall in general supervise and control all of the business and affairs of the STC. In general, the President shall perform all duties incident to the office of President and such other duties consistent with this agreement as may be prescribed by the Board of Directors from time to time.
- F. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President including the authority to sign instruments which have been authorized for execution by the Board of Directors; and when so acting, shall have all the restrictions as that of President.
- G. The Executive Committee, consisting of the President, Vice-President, Treasurer, Committee Liaison and Member At-Large will be responsible for reporting and working with all STC committees, and carrying out the decisions of the majority of the members.
- H. The STC shall contract for services for a Secretariat to perform the various functions, which include but are not limited to the following:
  - (a) Keep the minutes of the Board of Directors meetings in one or more books provided for that purpose;
  - (b) See that all notices are duly given in accordance with the provisions of this Agreement;
  - (c) Be custodian of the records of the STC;
  - (d) Have charge and custody of and be responsible for all funds and securities of the STC;
  - (e) Receive and process invoices for monies due and payable to the STC from any source whatsoever;
  - (f) In general, perform all the duties incident to the office of Secretariat and such other duties as from time to time may be assigned by the President or the Board of Directors. A Memorandum of

Understanding specifying the dollar amount of the Secretariat Service shall be renewed annually by the Board of Directors.

- I. Officers shall serve without compensation from the STC except that they shall be reimbursed for authorized out-of-pocket expenses made on behalf of the Consortium.
- J. The Board of Directors shall have the authority to contract with other municipal bodies for use of Consortium facilities, equipment, and programs and to establish appropriate charges therefore.
- K. At each regular meeting of the Board of Directors, the Secretariat, along with the Treasurer, shall report budget and financial transactions since the previous regular meeting.
- L. The President shall present a full report of his activities at each regular meeting of the Board of Directors.
- M. The Board of Directors shall (as provided for in the approved budget) have the authority to hire, fix the salary of, and remove the Program Consultants for the STC.

## **ARTICLE VII**

### **FINANCES**

- A. The fiscal year of the STC shall end on April 30th of each year.
- B. An Annual Budget shall be prepared by the Secretariat. At the winter meeting each year, the Board of Directors shall adopt the budget by a majority vote of all the members and shall submit the budget at the winter meeting to each member municipality for inclusion in its budget deliberation and approval. The budget will become effective at the beginning of the next fiscal year, which begins on May 1. Total budgeted expenditures for the STC may not be exceeded unless authorized by each elected legislative body of each participating municipality.
- C. Each member will take all internal required actions to authorize the funds necessary to meet its obligations under the by-laws of the STC.
- D. All STC expenditures, with the exception of nursery and planter payments, will be made under the signatures of the office of Secretariat. Any expenditure over \$500.00 must be approved by the STC Executive Committee by a majority vote. Any member reserves the right to request any expenditure to be voted on by the full STC membership. Such a vote would require a majority rule.

## **ARTICLE VIII**

### **CONTRACTS ON BEHALF OF THE STC**

- A. The Board of Directors may authorize any officer or officers, agent or agents to enter into any authorized contract or execute and deliver any instrument in the name of and on behalf of the STC, and such authority may be general or confined to specific instances. In general, the office of the Secretariat will sign and execute all transactions for the STC.
- B. No loans shall be contracted on behalf of the STC, and no evidences of indebtedness shall be issued in its name.
- C. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the venture, shall be signed by office of the Secretariat of the venture and in such manner as shall from time to time be determined by resolution of the Board of Directors.

## **ARTICLE IX**

### **WITHDRAWAL, TERMINATION, AND DISSOLUTION**

- A. Any participating municipality may at any time give certified written notice of withdrawal from the STC. Any participating municipality may withdraw at any time, with the consent of a majority vote of the members. Certified written notice is defined as a certified copy of the member's village board minutes where a majority vote of the board is in favor of terminating their STC membership. The village clerk will be required to send a certified copy of the board minutes to the Suburban Tree Consortium Coordinator.
- B. Upon any such withdrawal:
  1. Withdrawal shall not take effect for a period of one (1) year from date of such notification;
  2. Fiscal year dues will not be refunded.

3. Upon withdrawal, the withdrawing member shall continue to be responsible:

- a) For 100% of its current fiscal year dues, which are non-refundable.
- b) For any contractual obligations for a period of one year from the date of certified written notification.

## **ARTICLE X**

### **LIABILITY AND PROPERTY**

- A. Except as otherwise provided by individual contracts, all participating municipalities in the STC shall be liable for the debts and liabilities of STC, with the exception of purchases made directly by individual municipalities. Each participant shall indemnify and hold harmless any other member for any loss, cost or expense that may be imposed upon such other member in excess of its proportionate liability.
- B. All property including any copyrights or patents acquired by the STC shall be owned in common by the parties to the STC in equal shares, unless otherwise determined in writing by all parties.

## **ARTICLE XI**

### **AMENDMENT**

- A. Amendment to this Agreement may be proposed by any member of the Board of Directors. The Amendment shall be submitted to the Board of Directors at least thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered. The proposed amendment shall be considered by the Board of Directors and a copy thereof, and its reasons therefore, mailed to the Board members at least fifteen (15) days prior to the meeting at which such proposed amendment is to be considered.
- B. A majority vote of the Board of Directors shall be required to recommend any amendments to this Agreement to the governing body of the municipalities.

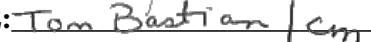
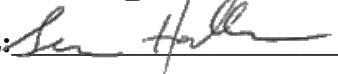
## VILLAGE OF WILLOWBROOK

### COMMITTEE OF THE WHOLE

#### AGENDA ITEM - HISTORY/COMMENTARY

**ITEM TITLE:**

DISCUSSION – POLICE DEPARTMENT OPERATIONS UPDATE  
PRESENTATION

**AGENDA NO: 9****AGENDA DATE: 9/26/22****STAFF REVIEW:** Robert Schaller, Chief of Police**SIGNATURE:** **LEGAL REVIEW:** Thomas Bastian, Village Attorney**SIGNATURE:** **RECOMMENDED BY:** Sean Halloran, Village Administrator**SIGNATURE:** **REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A **ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER PERTINENT HISTORY)**

The Police Department has had several Operations Section changes. We have an opportunity to make some personnel changes to assigned officers on the Northern Illinois Police Alarm System (NIPAS) and the Metropolitan Emergency Response and Investigative Team (MERIT). We also have the opportunity to add personnel to the Illinois Law Enforcement Alarm System (ILEAS). We will be able to realize cost savings with these changes and provide valuable opportunity and training to newly assigned officers. We also will welcome a college internship student from Benedictine University. We would also like to provide an update to the Powering Safe Cities Grant.

Administratively, the Police Department would like an opportunity to update the board on our accreditation process. This includes our upcoming Annual Compliance Review with CALEA but also our work and efforts to become accredited with the Illinois Law Enforcement Accreditation Program (ILEAP). We anticipate our assessment for ILEAP by March of 2023. We have also experienced new training opportunities for various areas of the department to include, Lead Homicide Investigations, New Detective training, and DuMeg training. We have a tabletop exercise scheduled for October 5, 2022.

The Investigation Section has seen multiple changes, overseen and managed by the new Deputy Chief of Administration. They have selected a new detective and provide new detective training to him. Regularly monthly meetings of Tactical Officers, Detectives, and the Deputy Chief of Administration has ensured expectations have been met and case management is working efficiently. The Detectives have joined the Deputy Chief of Administration on multiple Active Threat presentation in the business community. The Tactical Unit has joined local area agencies for area saturation patrols using additional resources among agencies to target more violent offenders.

The feedback of the Committee of the Whole is essential to our strength during challenging times in law enforcement. We appreciate this important feedback. We will provide a short presentation of these points and add some recent statistical data regarding the Tactical Unit and Investigation Section caseload.

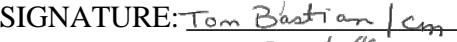
**ACTION PROPOSED:** Provide feedback.

## VILLAGE OF WILLOWBROOK

### COMMITTEE OF THE WHOLE AGENDA ITEM - HISTORY/COMMENTARY

<b>ITEM TITLE:</b> DISCUSSION REGARDING A SPECIAL USE EXTENSTION REQUEST FOR ORDINANCE 21-O-25	<b>AGENDA NO. 10</b> <b>AGENDA DATE: 09/26/22</b>
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**STAFF REVIEW:** Michael Krol, Director of Community Development SIGNATURE: 

**LEGAL REVIEW:** Tom Bastian, Village Attorney SIGNATURE: 

**RECOMMENDED BY:** Sean Halloran, Village Administrator SIGNATURE: 

**REVIEWED & APPROVED BY COMMITTEE:** YES  NO  N/A

#### ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)

Panda Express, Inc. (the “Applicant”), was granted a Special Use for the construction of a 2,300 square foot Panda Express fast-food restaurant with a drive-though, associated site improvements, and fourteen (14) zoning variations under Ordinance 21-O-25. The special use permit was granted to allow for both the fast-food establishment and a proposed drive-through within the Village of Willowbrook’s B-2 Community Shopping Zoning District.

#### ITEM COMMENTARY (BACKGROUND, DISCUSSION, RECOMMENDATIONS, ETC.)

Ordinance 21-O-25 Section Four, B states: “the special use permit shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.”

The Special Use ordinance was approved by the Village Board May 10, 2021 and the eighteen month deadline is November 10, 2022.

Section 9-14-5(D)2: Special Use Permit, states that upon written application and for good cause shown, the Board of Trustees may, by ordinance, in its sole discretion, grant extensions of time not to exceed one year each from the time limitations set forth in subsection (D)1 of this section.

According to the project developer, several of the conditions outlined in the approved ordinance have yet to be met to obtain an approved building permit. Condition “O” states that prior to the issuance of a building permit, the Applicant shall provide the Village with a letter of No Further Remediation (NFR) from the IEPA (Illinois Environmental Protection Agency) because the previous site was a gas station. The project developer stated in their request they are working with the property seller to meet the requirements of the IEPA.

**ACTION PROPOSED:** Provide Feedback.



August 24, 2022

City of Willowbrook  
Community Development  
835 Midway Drive  
Willowbrook, IL 60527

Attn.: Michael Krol

Dear Mr. Krol:

Re: Panda Express - 7505 S. Kingery Hwy  
JCDT18045300 – D7058  
Extension of Planning Variance Approvals

We respectfully request a 12-month extension of Ordinance 21-O-25, Section Four, B which states the following:

“The special use permit shall be null and void if construction for the proposed use in not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.”

We are working with the Seller on compliance matters pursuant to the rules and regulations of the Illinois Environmental Protection Agency. At this time, most of the demolition work has been completed at the site however, it is highly unlikely that we will be able to commence new construction before the start of winter. As such we kindly request a 12 month extension with a new expiration date of November 10, 2023.

Sincerely,

Valentino Mancini  
Studio Manager  
T 313 324 3156 M 313 316 7000 | Valentino.Mancini@norr.com

**ORDINANCE NO. 21-0-25**

**AN ORDINANCE GRANTING SPECIAL USE PERMITS FOR A FAST FOOD  
ESTABLISHMENT AND DRIVE THROUGH USE AND GRANTING CERTAIN  
VARIATIONS FROM THE ZONING ORDINANCE – PC 21-01:  
7505 KINGERY HIGHWAY – PANDA EXPRESS**

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**WHEREAS**, on or about November 25, 2020, Hakim Yala of Panda Express, 1683 Walnut Grove Avenue, Rosemead, CA 91770, as applicant (“APPLICANT”) with approval from the property owner, True North Energy, LLC, 10346 Brecksville Road, Brecksville, OH 44141, (“OWNER”), filed an application with the Village of Willowbrook (“VILLAGE”), with respect to the property legally described in Exhibit “A” attached hereto which is, by this reference, incorporated herein (“SUBJECT REALTY”); and,

**WHEREAS**, said application requested that the Village grant special use permits for a fast food establishment and associated drive-through for the SUBJECT REALTY and grant certain waivers from the requirements of the Zoning Ordinance of the Village; and,

**WHEREAS**, Notice of Public Hearing on said application was published in compliance with Section 9-15-3(A) of the Willowbrook Municipal Code, in the *Doings* newspaper on December 24, 2020 and in the *Chicago Sun Times* newspaper on April 5, 2021, which is more than fifteen (15) days but less than thirty (30) days prior to the public hearing date; a notice was mailed by the Village Zoning Officer to all adjacent owners within two hundred-fifty (250) feet in each direction of the location of the SUBJECT REALTY more than fifteen (15) days but less than thirty (30) days prior to the public hearing date in compliance with Section 9-15-3(B) of the Willowbrook Municipal Code; and public notice was provided by posting on the property signs visible to the general public complying with the requirements of Sections 9-15-3(D) of the

Willowbrook Municipal Code, for at least fifteen (15) consecutive days prior to the public hearing dates; and,

**WHEREAS**, pursuant to said Notice, the Plan Commission of the Village of Willowbrook conducted a public hearing on or about January 13, 2021, which was continued to February 3, 2021, and a second public hearing on April 21, 2021, all as required by the statutes of the State of Illinois and the ordinances of the Village; and,

**WHEREAS**, at said public hearing, the applicant provided testimony in support of said application and all interested parties has an opportunity to be heard; and,

**WHEREAS**, the Plan Commission forwarded its recommendations, including its Findings of Fact, to the Mayor and Board of Trustees on or about April 26, 2021, a copy of which is attached hereto as Exhibit "B" which is, by this reference, made a part hereof; and,

**WHEREAS**, the Mayor and Board of Trustees of the Village of Willowbrook have received the recommendation of the Plan Commission pursuant to a memorandum dated April 26, 2021.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, as follows:

**SECTION ONE:** That the Zoning Map of the Village of Willowbrook be amended to reflect the granting of special use permits on the SUBJECT REALTY, pursuant to Sections 9-14-5, 9-6B-2-7 and 9-6B-2-10 of the Zoning Ordinance of the Village of Willowbrook, to allow the operation of a fast food establishment and associated drive-through use on the SUBJECT REALTY.

**SECTION TWO:** That pursuant to Section 9-14-4 of the Village Code, the following variations from the provisions of the Zoning Ordinance be and the same are hereby granted:

- A. A variation from Section 9-3-3(C) to decrease the minimum lot area for two (2) or more special uses from two acres (2 AC) to one acre (1 AC).
- B. A variation from Section 9-3-7(A)(1) to decrease the minimum special setback on Illinois Route 83 from one hundred feet (100') to fifty and two tenths feet (50.2') for the proposed building, to fifty-six and six tenths feet (56.6') for the proposed menu board, and to sixty-two and four tenths feet (62.4') to the order canopy.
- C. A variation from Section 9-6-1(A) to decrease the minimum lot area for two (2) or more special uses (fast food establishment and drive-through) from two acres (2 AC) to one acre (1 AC).
- D. A variation from Section 9-6B-3(A) to decrease the minimum lot area for all uses from two acres (2 AC) to one acre (1 AC).
- E. A variation from Section 9-6B-3(C)(1) to decrease the minimum lot width of 200 feet for restaurants from two hundred feet (200') to one hundred seventy feet (170').
- F. A variation from Section 9-6B-3(E)(1) to decrease the minimum front yard setback on Illinois Route 83 from sixty feet (60') to fifty and two tenths feet (50.2') for the proposed building, and to fifty-six and six tenths feet (56.6') for the proposed menu board.
- G. A variation from Section 9-6B-3(E)(3) to decrease the minimum exterior side yard setback on 75th Street from sixty feet (60') to forty-three and four tenths feet (43.4') for the proposed building, to twenty-five feet (25') to the order canopy, and to thirty-two and seven tenths feet (32.7') for the proposed menu board.
- H. A variation from Section 9-10-5(L)(2)(b)(2)(a) to decrease the radius connecting street pavement edge and driveway edge on 75th street from thirty-five feet (35') to twenty-five feet (25').
- I. A variation from Section 9-10-5(G) to decrease the minimum required interior side yard parking area setback from ten feet (10') to one foot (1') along the south lot line (southern portion of the Route 83 driveway).
- J. A variation from Section 9-10-5(L)(2)(d) to decrease the driveway location on lots for all uses other than single-family residential from seventy feet (70') to sixteen and six tenths feet (16.6') on Illinois Route 83 and to forty-six and eight tenths feet (46.8') on 75th Street.
- K. A variation from Section 9-10-5(L)(2)(e) to decrease the minimum spacing between separate driveway entrances from four hundred feet (400') to three hundred three and nine tenths feet (303.9') between the Illinois Route 83 driveway and the driveway to the south, and to approximately one hundred forty-five and eight tenths feet (145.8') between the 75th Street driveway and the driveway to the east.
- L. A variation from Section 9-10-5(L)(2)(f) to decrease the minimum spacing between driveway entrance and right-of-way of an adjacent intersecting street from five

M. hundred feet (500') to one hundred two and four tenths feet (102.4') on Illinois Route 83 and to one hundred sixty-nine and five tenths feet (169.5') on 75th Street. A variation from Section 9-10-5(L)(2)(g) to eliminate the requirement of a concrete median separation and to reduce the driveway storage from one hundred feet (100') to zero feet on Illinois Route 83 and 75th Street.

N. A variation from Section 9-14-2(D)(2)(c)(4) to decrease the minimum foundation landscape area from seven feet (7') to three and eight tenths feet (3.8') along the southern façade, to five and two tenths feet (5.2') along the northern portion of the eastern building façade and from seven feet (7') to zero feet along the western building façade and remaining portion of the eastern building façade.

**SECTION THREE:** That the Findings of Fact made by the Plan Commission in its recommendation attached hereto as Exhibit "B" are hereby adopted by the Mayor and Board of Trustees.

**SECTION FOUR:** That the relief granted in Section Two of this Ordinance is expressly conditioned upon the SUBJECT REALTY at all times being constructed, used, operated, and maintained in accordance with the following terms, conditions, and provisions:

A. The SUBJECT REALTY shall be in substantial accordance with the following plans and specifications ("APPROVED PLANS") attached hereto as Exhibit "C", except as modified herein or as part of approval of the FINAL PLANS:

1. Site Layout Plan – 1 sheet, Sheet C04.0, Panda Project No. D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #5 date of 04/29/2021, and prepared by Atwell Group.
2. Architectural Drawings – 5 sheets, Sheets A-202, A-200, A-201, A-101, A-300, Panda Project #: D7058, Arch. Project #: JCDT180453, bearing an issue date of 11-04-2020, bearing the latest PC Submittal date of 03-24-2020, and prepared by NORR Architects Engineers Planners.
3. Proposed Sign Package – 17 pages, Project #: C59897, dated 12.19.2018, bearing the latest revision date of 04.08.2020, and prepared by Priority Sign.
4. Final Engineering Plans – 23 sheets, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #5 date of 04/29/2021, and prepared by Atwell Group.
5. Landscape Plan and Landscape Notes and Details – 2 sheets, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, bearing the latest PC Submittal #2 date of 03/24/2021, bearing the latest Village Plan Revision #5 date of 04/29/2021, and prepared by Atwell Group.

- 6. Traffic Plan – 1 sheet, Sheet EX-02, Panda Project #: D7058, Atwell Project No. 18003769.01, bearing a PC Submittal date of 11/20/2020, Village Plan Revision #5 date of 04/29/2021, and prepared by Atwell Group.
- 7. Photometric Plan – 1 sheet, dated 3/29/2021, and prepared by Villa Lighting.
- 8. Construction Schedule – 1 page, dated 4/8/2021, and prepared by Atwell Group.
- B. The special use permit shall be null and void if construction for the proposed use is not commenced within eighteen (18) months of the date of any approval of the special use by the Village Board.
- C. Approved signage is limited to two hundred ninety square feet (290 SF) of signage including one monument sign and four wall signs in substantial conformance with the sign package included in Exhibit "C".
- D. The proposed trash enclosure shall be constructed to look like masonry and shall appear similar to the color and style of the building.
- E. All landscaped areas shall be constructed, and landscape material installed prior to the issuance of any permanent occupancy permit for the subject realty, or such earlier time, as is reasonably practical.
- F. The Red Maple tree (or any other tree proposed in that location) located to the northeast of the cross access drive shall be maintained so that its leaves and/or foliage are higher than three and five tenths feet (3.5') from grade to maintain the sight distances at the proposed access driveway on Kingery Highway and 75th Street and internal site intersections.
- G. A separate sign permit shall be obtained for the proposed building signage, pursuant to the Village Code.
- H. Construction on the subject realty is subject to the issuance of building permits, which shall not be authorized by the Village until the Applicant and the Village enter into a "Traffic and Regulation Enforcement Agreement" in a form acceptable to the Village.
- I. Construction on the subject realty is subject to the issuance of building permits, which shall not be authorized by the Village until the Applicant submits satisfactory evidence to the Village that the subject realty was conveyed by the current property owner (True North Energy, LLC) to EC Development II, LLC and leased to the Applicant for operation of a drive-through restaurant.
- J. Prior to the issuance of any site/civil engineering/grading and or new building permits, the Applicant shall obtain approval of the site plan for the subject realty by the Illinois Department of Transportation (IDOT) relative to access to Route 83.
- K. Prior to the issuance of any new building permits the Applicant shall submit an engineer's estimate of cost to establish a development security.
- L. Prior to issuance of a building permit, a permit is required from IDOT prior to any work in the IL Route 83 right of way.
- M. Prior to issuance of a building permit, a permit is required from the DuPage County Public Works Department for the sanitary sewer connection.
- N. Prior to the start of construction, the Applicant shall file a Notice of Intent with the Illinois Environmental Protection Agency (IEPA).
- O. Prior to issuance of a building permit, the Applicant shall provide the Village with a letter of No Further Remediation (NFR) from the IEPA.

- P. Prior to issuance of a building permit, the Village will require a Plat of Easement to grant access to the B-Box at the building. This can be a 10-foot-wide non-exclusive easement over the water service from 75th Street to the building.
- Q. Prior to issuance of a building permit, the Applicant shall provide a roadway impact statement from DuPage County Department of Transportation (DuDOT) for the 75th Street driveway.
- R. Prior to issuance of a building permit, EC Development II, LLC shall enter into, and record, a cross access easement agreement with the property owner of 7535 Kingery Highway (Red Roof Inn) in a form to be approved by the Village Attorney.

**SECTION FIVE:** That the Village Clerk is hereby authorized and directed to note the zoning grants made by this Ordinance upon the official Zoning Map of the Village of Willowbrook.

**SECTION SIX:** That all ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

**SECTION SEVEN:** That this Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED and APPROVED this 10th day of May, 2021.

ROLL CALL VOTE:

AYES: Berglund, Dair, Nestle, Neal, Oggiano, Ruffolo  
D  
 NAYS: D  
 ABSTENTIONS: D  
 ABSENT: None

APPROVED:

Frank A. Trilla  
 Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn  
 Deborah A. Hahn,  
 Village Clerk

