

## 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 EXTENSION REQUEST FOR ORDINANCE 21-O-25](#)
11. ADJOURNMENT

# VILLAGE OF WILLOWBROOK

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

**ITEM TITLE:**

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

**AGENDA NO. 6****AGENDA DATE: 9/26/2022****STAFF REVIEW:** Andrew Passero, Public Works Foreman**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**

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.

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.

As part of this analysis, Christopher Burke proposed several options to alleviate the flooding in the attached report:

**1A: Creating new storage volume.**

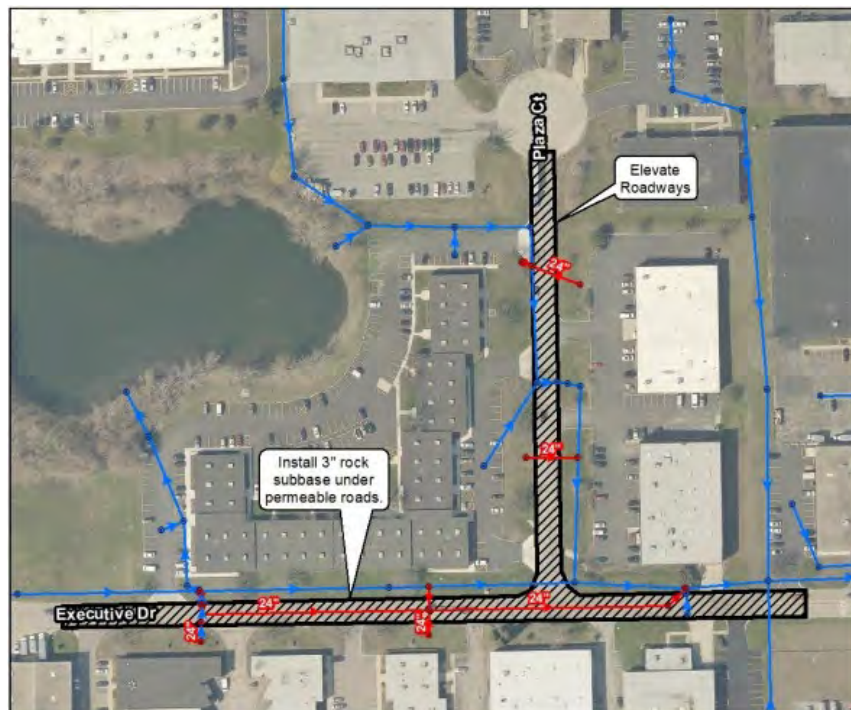
- This alternative involves storing water currently ponding in Executive Plaza roads and parking lots at a lower elevation within the Executive Plaza Tributary Area and maintaining the Tributary Area’s existing outlet pipes. Alternative 1A was analyzed using XP-SWMM (Sanitary, Storm and Flood Modeling Software) which determined that a total of approximately 75 acre-feet of detention storage would be needed within the Executive Plaza Tributary Area.

**1B: Construct new outlet pipe**

- 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.

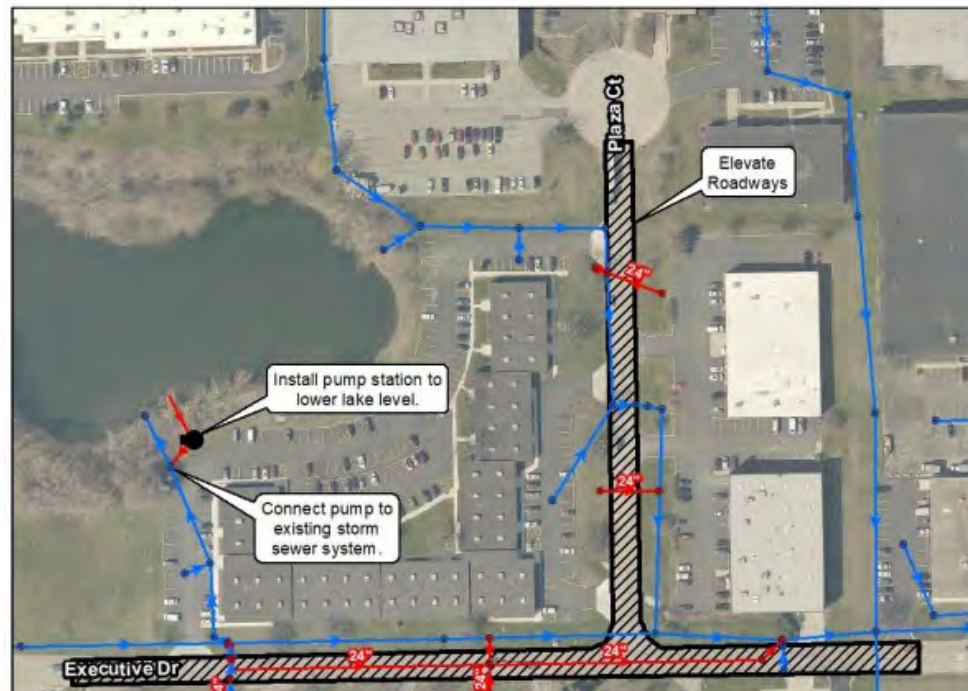
2A: Elevate roadways and provide compensatory storage in permeable subbase

- 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
TOTAL	45		598



**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	<u>\$ 1,500</u>
<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**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</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

**Direct Costs**

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%
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\*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.

June 13, 2005

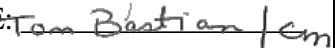
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# VILLAGE OF WILLOWBROOK

## 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

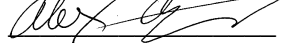
# VILLAGE OF WILLOWBROOK

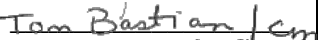
## COMMITTEE OF THE WHOLE AGENDA ITEM - HISTORY/COMMENTARY

**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:**

\_\_\_\_\_  
President

\_\_\_\_\_  
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..

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

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

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

[illegible]

# 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				250	285			
Marmo Freeman Maple	spr / fall	212										225					235					250				
State Street® Maple	spr / fall	218					220					224					240					255				
Red Pointe® Maple	spring	220					220	254	305			225	254	305			235	264	320			250	285			
Crescendo™ Sugar Maple	spr / fall	214					225					232					242					260				
Green Mountain® Sugar Maple	spr / fall	214					225					232					242					260				
Autumn Splendor Horsechestnut	spring																									
Northern Catalpa	spr / fall	175					180	230				315					335					350				
Common Hackberry	spr / fall	200					205					185	235				195	242				209	258			
American Beech	spring	285					295					305					320					345				
Princeton Sentry Ginkgo	spr / fall	330						340					345										390			
Skyline® Honeylocust	spr / fall	205	240				206					212					230					245				
Kentucky Coffee Tree	spr / fall	232					235					235	265				240	270				255	288			
Espresso™ Kentucky Coffee Tree	spr / fall		262				240	265				242					250					268				
Dawn Redwood	spring	245	265				253	273	310																	
Exclamation™ Planetree	spring	225					230	255				215					230					245				
Chanticleer® Pear	spring	228					228																			
Redspire Pear	spring	208																								
White Oak	spring	270					270	308				270	308				280	315				300				
Swamp White Oak	spring	245					248					243					260					278				
Bur Oak	spring						250					249					260					278				
Regal Prince Oak	spring	245					250					249					260					278				
Red Oak	spring	245					250	300				249	290				260	295				278	315			
Black Locust	spr / fall	265										265					265					270				
Common Baldcypress	spring	225					225	255				220	250				230	260				245	275			
American Sentry Linden	spr / fall	206					212					215					225					240				
Redmond Linden	spr / fall	201	230				208					215					225					240				
Greenspire® Littleleaf Linden	spr / fall	201					208	248				215	250				225	255				240				
Princeton American Elm	spr / fall	214					218					219					235					252				
Frontier Elm	spring	214					218																			
Accolade® Elm	spr / fall	214					218					219					235					252				
Autumn Brilliance Serviceberry	spr / fall						240					245					250					268				
Spring Flurry Serviceberry	spr / fall											245					250					268				
River Birch	spring	186	210				190					192					200					214				
Thornless Hawthorn	spring	205															195					210				
Floribunda Crabapple	spr / fall	175					165					170					175					190				
Red Jewel™ Crabapple	spr / fall		200									170	205				185	210				200	230			
Royal Raindrops® Crabapple	spr / fall	180											205									230				
Golden Raindrops® Crabapple	spr / fall											170	205									210	230			
Starlite Crabapple	spr / fall																195					210				
China Snow Pekin Lilac	spr / fall	208	232					236					238				245					260				
Beijing Gold Lilac	spr / fall	230					240					240					245					260				
Ivory Silk Lilac	spr / fall	240	260					265					265					275				295				



Prices and Availability Subject to Change  
8/10/2021

CONSORTIUM PRICING

BOTANICAL NAME	COMMON NAME	Fall 2021/Sep 2022										Fall 2022/Sep 2023										Fall 2023/Sep 2024										Fall 2024/Sep 2025										Fall 2025/Spring 2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
		105	126	157	0	0	0	110	134	164	0	0	115	141	173	0	0	121	146	181	0	0	0	127	155	190	0	0	132	158	190	0	0	137	165	190	0	0	142	172	205	0	0	147	180	208	232	0	0	152	185	214	239	0	0	157	192	225	257	313	0	0	162	199	257	313	0	0	167	206	289	0	0	172	213	289	0	0	177	220	299	0	0	182	227	305	0	0	187	234	305	0	0	192	241	305	0	0	197	248	305	0	0	202	255	305	0	0	207	262	305	0	0	212	269	305	0	0	217	276	305	0	0	222	283	305	0	0	227	290	305	0	0	232	297	305	0	0	237	304	305	0	0	242	311	305	0	0	247	318	305	0	0	252	325	305	0	0	257	332	305	0	0	262	339	305	0	0	267	346	305	0	0	272	353	305	0	0	277	360	305	0	0	282	367	305	0	0	287	374	305	0	0	292	381	305	0	0	297	388	305	0	0	302	395	305	0	0	307	402	305	0	0	312	409	305	0	0	317	416	305	0	0	322	423	305	0	0	327	430	305	0	0	332	437	305	0	0	337	444	305	0	0	342	451	305	0	0	347	458	305	0	0	352	465	305	0	0	357	472	305	0	0	362	479	305	0	0	367	486	305	0	0	372	493	305	0	0	377	500	305	0	0	382	507	305	0	0	387	514	305	0	0	392	521	305	0	0	397	528	305	0	0	402	535	305	0	0	407	542	305	0	0	412	549	305	0	0	417	556	305	0	0	422	563	305	0	0	427	570	305	0	0	432	577	305	0	0	437	584	305	0	0	442	591	305	0	0	447	598	305	0	0	452	605	305	0	0	457	612	305	0	0	462	619	305	0	0	467	626	305	0	0	472	633	305	0	0	477	640	305	0	0	482	647	305	0	0	487	654	305	0	0	492	661	305	0	0	497	668	305	0	0	502	675	305	0	0	507	682	305	0	0	512	689	305	0	0	517	696	305	0	0	522	703	305	0	0	527	710	305	0	0	532	717	305	0	0	537	724	305	0	0	542	731	305	0	0	547	738	305	0	0	552	745	305	0	0	557	752	305	0	0	562	759	305	0	0	567	766	305	0	0	572	773	305	0	0	577	780	305	0	0	582	787	305	0	0	587	794	305	0	0	592	801	305	0	0	597	808	305	0	0	602	815	305	0	0	607	822	305	0	0	612	829	305	0	0	617	836	305	0	0	622	843	305	0	0	627	850	305	0	0	632	857	305	0	0	637	864	305	0	0	642	871	305	0	0	647	878	305	0	0	652	885	305	0	0	657	892	305	0	0	662	899	305	0	0	667	906	305	0	0	672	913	305	0	0	677	920	305	0	0	682	927	305	0	0	687	934	305	0	0	692	941	305	0	0	697	948	305	0	0	702	955	305	0	0	707	962	305	0	0	712	969	305	0	0	717	976	305	0	0	722	983	305	0	0	727	990	305	0	0	732	997	305	0	0	737	1004	305	0	0	742	1011	305	0	0	747	1018	305	0	0	752	1025	305	0	0	757	1032	305	0	0	762	1039	305	0	0	767	1046	305	0	0	772	1053	305	0	0	777	1060	305	0	0	782	1067	305	0	0	787	1074	305	0	0	792	1081	305	0	0	797	1088	305	0	0	802	1095	305	0	0	807	1102	305	0	0	812	1109	305	0	0	817	1116	305	0	0	822	1123	305	0	0	827	1130	305	0	0	832	1137	305	0	0	837	1144	305	0	0	842	1151	305	0	0	847	1158	305	0	0	852	1165	305	0	0	857	1172	305	0	0	862	1179	305	0	0	867	1186	305	0	0	872	1193	305	0	0	877	1200	305	0	0	882	1207	305	0	0	887	1214	305	0	0	892	1221	305	0	0	897	1228	305	0	0	902	1235	305	0	0	907	1242	305	0	0	912	1249	305	0	0	917	1256	305	0	0	922	1263	305	0	0	927	1270	305	0	0	932	1277	305	0	0	937	1284	305	0	0	942	1291	305	0	0	947	1298	305	0	0	952	1305	305	0	0	957	1312	305	0	0	962	1319	305	0	0	967	1326	305	0	0	972	1333	305	0	0	977	1340	305	0	0	982	1347	305	0	0	987	1354	305	0	0	992	1361	305	0	0	997	1368	305	0	0	1002	1375	305	0	0	1007	1382	305	0	0	1012	1389	305	0	0	1017	1396	305	0	0	1022	1403	305	0	0	1027	1410	305	0	0	1032	1417	305	0	0	1037	1424	305	0	0	1042	1431	305	0	0	1047	1438	305	0	0	1052	1445	305	0	0	1057	1452	305	0	0	1062	1459	305	0	0	1067	1466	305	0	0	1072	1473	305	0	0	1077	1480	305	0	0	1082	1487	305	0	0	1087	1494	305	0	0	1092	1501	305	0	0	1097	1508	305	0	0	1102	1515	305	0	0	1107	1522	305	0	0	1112	1529	305	0	0	1117	1536	305	0	0	1122	1543	305	0	0	1127	1550	305	0	0	1132	1557	305	0	0	1137	1564	305	0	0	1142	1571	305	0	0	1147	1578	305	0	0	1152	1585	305	0	0	1157	1592	305	0	0	1162	1599	305	0	0	1167	1606	305	0	0	1172	1613	305	0	0	1177	1620	305	0	0	1182	1627	305	0	0	1187	1634	305	0	0	1192	1641	305	0	0	1197	1648	305	0	0	1202	1655	305	0	0	1207	1662	305	0	0	1212	1669	305	0	0	1217	1676	305	0	0	1222	1683	305	0	0	1227	1690	305	0	0	1232	1697	305	0	0	1237	1704	305	0	0	1242	1711	305	0	0	1247	1718	305	0	0	1252	1725	305	0	0	1257	1732	305	0	0	1262	1739	305	0	0	1267	1746	305	0	0	1272	1753	305	0	0	1277	1760	305	0	0	1282	1767	305	0	0	1287	1774	305	0	0	1292	1781	305	0	0	1297	1788	305	0	0	1302	1795	305	0	0	1307	1802	305	0	0	1312	1809	305	0	0	1317	1816	305	0	0	1322	1823	305	0	0	1327	1830	305	0	0	1332	1837	305	0	0	1337	1844	305	0	0	1342	1851	305	0	0	1347	1858	305	0	0	1352	1865	305	0	0	1357	1872	305	0	0	1362	1879	305	0	0	1367	1886	305	0	0	1372	1893	305	0	0	1377	1900	305	0	0	1382	1907	305	0	0	1387	1914	305	0	0	1392	1921	305	0	0	1397	1928	305	0	0	1402	1935	305	0	0	1407	1942	305	0	0	1412	1949	305	0	0	1417	1956	305	0	0	1422	1963	305	0	0	1427	1970	305	0	0	1432	1977	305	0	0	1437	1984	305	0	0	1442	1991	305	0	0	1447	1998	305	0	0	1452	2005	305	0	0	1457	2012	305	0	0	1462	2019	305	0	0	1467	2026	305	0	0	1472	2033	305	0	0	1477	2040	305	0	0	1482	2047	305	0	0	1487	2054	305	0	0	1492	2061	305	0	0	1497	2068	305	0	0	1502	2075	305	0	0	1507	2082	305	0	0	1512	2089	305	0	0	1517	2096	305	0	0	1522	2103	305	0	0	1527	2110	305	0	0	1532	2117	305	0	0	1537	2124	305	0	0	1542	2131	305	0	0	1547	2138	305	0	0	1552	2145	305	0	0	1557	2152	305	0	0	1562	2159	305	0	0	1567	2166	305	0	0	1572	2173	305	0	0	1577	2180	305	0	0	1582	2187	305	0	0	1587	2194	305	0	0	1592	2201	305	0	0	1597	2208	305	0



HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 24/SPRING 25																											
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	Fall21/Spring22					Fall22/Spring23					Fall23/Spring24					Fall24/Spring25					Fall25/Spring26				
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	356	228	252	301	356	230	265	316	339					
Red Sunset Red Maple	Acer rubrum Red Sunset™	Spring	224	247	295	329	224	247	295	329	228	252	301	355	228	252	301	355	228	252	301	335					
Redpoint Red Maple	Acer rubrum 'Redpoint'™	Spring	236	258	304	346	236	258	304	346	241	263	310	363	243	266	313	363	243	269	322	353					
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring	224	247	295	329	224	247	295	329	228	252	301	355	228	252	301	356	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									
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	315	243					
Fall Fiesta Sugar Maple	Acer saccharum 'Balsita'	Spring/Fall																	233	261							
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	229	253	303	332					
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	229	253	303	332					
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	229	253	303	332					
Matador Freeman Maple	Acer x freemanii 'Balsiton'	Spring/Fall	223	245	294	326	223	245	294	326	227	250	300	332	229	253	303	332	229	253	303	332					
Autumn Splendor Horsechestnut	Aesculus x armoldiana '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 armoldiana '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		214	244	288		218	249	294		218	249	294		229	261	309						
Autumn Brilliance Apple Serviceb	Amelanchier X grand. 'Autumn Brillian	Spring/Fall	214	244	288		214	244	288		218	249	294		218	249	294		229	261	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					
Whitespire Birch	Betula populifolia 'Whitespire'	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-KW6'	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 'Hawatha 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					
Chicagoand Hackberry	Celtis occidentalis 'Chicagoand'	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		244	267	300		249	272	306		249	272	306		251	275	309						
Golden Glory Dogwood	Cornum mas 'Golden Glory'	Spring/Fall	225	256	294		220	251	289		224	256	295		226	259	298		228	262	301						
Turkish Filbert	Corylus columna	Spring/Fall	253	284	328		243	274	318		248	280	324		248	280	324		250	283	327						
Thornless Cocksputr 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		296	357	434						
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring/Fall	287	346	426		287	346	426		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		296	357	434						
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	240	259	287	355					

HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 24/SPRING 25													
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	Fall21/Spring22					Fall22/Spring23					
			2"	2.5"	3"	3.5"		2"	2.5"	3"	3.5"		
Espresso Kentucky Coffee Tree	Gymnocladus dioica 'Espresso'	Spring/Fall	248	266	294	361	248	266	294	361	248	266	294
Tuliptree	Liriodendron tulipifera	Spring	250	276	299	335	250	276	299	335	255	281	305
Emerald City Tuliptree	Liriodendron tulipifera 'Emerald City'	Spring	260	286	309	345	260	286	309	345	265	291	315
Worpleston Sweetgum	Liquidambar styraciflua 'Worpleston'	Spring	250	295	325		260	305	335		265	311	341
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring	199	219	249	289	204	224	255	296	208	228	260
Adams Crab	Malus 'Adams'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219
Donald Wymann Crab	Malus 'Donald Wymann'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219
Gladiator Crab	Malus 'Gladiator'	Spring/Fall											
Louisa Crab	Malus 'Louisa'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219
Prairiefire Crab	Malus 'Prairiefire'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219
Purple Prince Crab	Malus 'Purple Prince'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219
Red Jewel Crab	Malus 'Red Jewel'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219
Royal Raindrops Crab	Malus 'Royal Rain Drops'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219
Starlite Crab	Malus 'Starlite'	Spring/Fall											
Spring Snow Crab	Malus 'Spring Snow'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219
Sugar Tyme Crab	Malus 'Sugar Tyme'	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219
Zumi Crab	Malus X zumi var. Calocarpa	Spring/Fall	154	167	189	211	162	176	199	222	178	194	219
Dawn Redwood	Metasequoia glyptostroboides	Spring											
Majestic Black Tupelo	Nyssa sylvatica 'Majestic'	Spring											
Ironwood (Hophornbeam)	Ostrya virginiana	Spring	256	273	320		256	273	320		261	278	326
Autumn Treasure Hophornbeam	Ostrya virginiana 'JFS-KW5'	Spring	261	278	325		261	278	325		266	283	331
Eye Stopper Corktree	Phellodendron amurense 'Longnecke'	Spring/Fall	219	241	277		224	246	282	303	224	246	282
Quaking Aspen	Populus tremuloides	Spring	185	216	247	288	191	222	254	289	195	226	259
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	215	259	291	351	215	259	291	351	219	264	297
New Bradford Pear	Pyrus calleryana 'Holmford'	Spring	206	245	288	333	206	245	288	333			
Chanicle Pear	Pyrus calleryana 'Cleveland Select'	Spring	206	245	288	333	206	245	288	333			
Chastity Pear	Pyrus calleryana 'Chastity'	Spring											
Swamp White Oak	Quercus bicolor	Late Spring	252	269	311	369	252	269	311	369	257	274	317
American Dream Swamp White Oak	Quercus bicolor 'JFS-KW12'	Late Spring	252	269	311	369	252	269	311	369	257	274	317
Northern Pin Oak	Quercus ellipsoidalis	Late Spring											
Shingle Oak	Quercus imbricaria	Late Spring	252	269	311	369	252	269	311	369	257	274	317
Bur Oak	Quercus macrocarpa	Late Spring	252	269	311	369	252	269	311	369	257	274	317
Urban Pinnacle Bur Oak	Quercus macrocarpa 'JFS-KW3'	Late Spring	252	269	311		252	269	311		257	274	317
Chinkapin Oak	Quercus muhlenbergii	Late Spring	252	269	311	369	252	269	311	369	257	274	317
Chestnut Oak	Quercus prinus	Late Spring											
Red Oak	Quercus rubra	Late Spring	252	269	311	369	252	269	311	369	257	274	317
Regal Prince Oak	Quercus robur 'Long'	Late Spring	252	269	311	369	252	269	311	369	257	274	317
Heritage Oak	Quercus robur 'Heritage'	Late Spring	252	269	311	369	252	269	311	369	257	274	317
Northern Black Oak	Quercus velutina	Late Spring	252	269	311	369	252	269	311	369	257	274	317





## POSSIBILITY PLACE NURSERY PRICING FOR SUBURBAN TREE CONSORTIUM

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

Revised 8-6-21

Common Name	Scientific Name	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"	3.0"	3.5"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"
Common Name	Scientific Name	Planting Season	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"	2"	2.5"	3.0"
Ruby Dayze Crabapple	Malus 'JFS-KW139MX'	Spring/Fall								205	240	213
Raspberry Spear Crabapple	Malus 'JFS-KW213MX'	Spring/Fall								205	240	213
Dawn Redwood	Metasequoia glyptostroboides	Spring	211	243	276		219	253	287	224	258	293
American Hophornbeam	Ostrya virginiana	Spring	222	254	287		234	264	298	235	270	304
Autumn Treasure Hophornbeam	Ostrya virginiana 'JFS-KW5'	Spring					231	264		235	270	304
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	211	243	276		219	253	287	224	258	293
Quaking Aspen	Populus tremuloides	Spring	211	243	276		219	253	287	224	258	293
Swedish Columnar Aspen	Populus tremuloides 'Erecta'	Spring	211	243	276		219	253	287	224	258	293
Prairie Gold Aspen	Populus tremuloides 'NE Arb'	Spring					219	253	287	224	258	293
Little Twist Cherry	Prunus incisa 'Little Twist'	Spring/Fall	189	222			197	231	264	201	235	270
Pink Flair Cherry	Prunus sargentii 'JFS-KW58'	Spring/Fall	189				197	231		201	235	
Canada Red Chokecherry	Prunus virginiana 'Canada Red'	Spring/Fall	189	222	254		197	231	264	201	235	270
Cleveland Select Pear	Pyrus calleryana 'Cleveland Select'	Spring	211	243	276		219	253	287	224	258	293
Jack Pear	Pyrus calleryana 'Jazzam'	Spring	211	243	276		219	253	287	224	258	293
White Oak	Quercus alba	Spring	254	287	319		264	298	331	270	304	338
Swamp White Oak	Quercus bicolor	Spring	243	276	308		253	287	321	258	293	327
Beacon Oak	Quercus bicolor 'Bonnis and Mike'	Spring	254	287	319		264	298	331	270	304	338
American Dream Oak	Quercus bicolor 'JFS-KW12'	Spring	254	287	319		264	298	331	270	304	338
Shingle Oak	Quercus imbricaria	Spring	243	276	308		253	287	321	258	293	327
Bur Oak	Quercus macrocarpa	Spring	254	287	319		264	298	331	270	304	338
Cobblestone Oak	Quercus macrocarpa 'JFS-KW14'	Spring	254	287	319		264	298	331	270	304	338
Chinkapin Oak	Quercus muehlenbergii	Spring	254	287	319		264	298	331	270	304	338
Crimson Spire Oak	Quercus robur x Q. alba 'Grimschmidt'	Spring	243	276	308		253	287	321	258	293	327
Streetspire Oak	Quercus robur x Q. alba 'JFS-KW10X'	Spring	243	276	308		253	287	321	258	293	327
Regal Prince Oak	Quercus robur x Q. bicolor 'Long'	Spring	243	276	308		253	287	321	258	293	327
Kindred Spirit Oak	Quercus robur x Q. bicolor 'Nadler'	Spring	243	276	308		253	287	321	258	293	327
Red Oak	Quercus rubra	Spring	243	276	308		253	287	321	258	293	327
Heritage Oak	Quercus x macdanielii 'Clemons'	Spring	243	276	308		253	287	321	258	293	327
Scarlett Letter Oak	Quercus x 'Scarlett Letter'	Spring										
Purple Robe Black Locust	Robinia pseudoacacia 'Purple Robe'	Spring	195	233	265		202	242	276	207	247	281
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	222	254	287		231	264	296	235	270	304
Great Wall Japanese Tree Lilac	Syringa pekinensis 'WHF2'	Spring/Fall										
Snowdance Lilac	Syringa reticulata 'Baince'	Spring/Fall										
Bald Cypress	Taxodium distichum	Spring	211	243	276		219	253	287	224	258	293
Green Whisper Bald Cypress	Taxodium distichum 'JFS-S6PN'	Spring	211	243	276		219	253	287	224	258	293
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Spring	211	243	276		219	253	287	224	258	293
American Sentry Linden	Tilia americana 'McSentry'	Spring/Fall	211	240	276		219	250	287	224	255	293
Redmond American Linden	Tilia americana 'Redmond'	Spring/Fall	211	240	276		219	250	287	224	255	293
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring/Fall	211	240	276		219	250	287	224	255	293

## 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"	
Green Mountain Silver Linden	Tilia tomentosa 'Green Mountain'	Spring/Fall	211	240	276		219	250	287		224	255	293		228	260	298		241	286	330	
Jefferson American Elm	Ulmus americana 'Jefferson'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		241	286	330	
Princeton American Elm	Ulmus americana 'Princeton'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		241	286	330	
New Horizon Elm	Ulmus japonica x pumila 'New Horizon'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		241	286	330	
Accolade Elm	Ulmus japonica x wilsoniana 'Morton'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		241	286	330	
Triumph Elm	Ulmus 'Morton Glossy'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		241	286	330	
Emerald Sunshine Elm	Ulmus propinqua 'JFS-Biebertch'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		241	286	330	
Musashino Japanese zelkova	Zelkova serrata 'Musashino'	Spring/Fall	211	243	276		219	253	287		224	258	293		228	263	298		236	270	316	



# 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		Spring 2023		Spring 2024		Spring 2025		Spring 2026	
Hedge Maple			Acer campestre		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"		2.0" 2.5" 3.0"	
			205						215 235		225 245		230 250		220 240	
Autumn Blaze® Freemanii Maple			Acer x freemanii 'Jeffersred'		Spring & Fall		175 185 195		185 195 205		195 205 225		205 215 235		200 210 220	
Celebration® Maple			Acer x freemanii 'Celzam'		Spring & Fall		175 185 195		185 195		195 205 225		205 215 235		200 210 220	
Matador™ Freemanii Maple			Acer x freemanii 'Ballston'		Spring & Fall		175 185 195		185 195		195 205 225		205 215 235		200 210 220	
Sienna Glen® Freemanii Maple			Acer x freemanii 'Sienna Glen'		Spring & Fall		175 185		185 195		195 205 225		205			
State Street™ Maple			Acer mlyabei 'Morton' State Street		Spring & Fall		205 225		210 230		225 245		235 255		235 255	
Crimson King Norway Maple			Acer Platanoides 'Crimson King'		Spring & Fall		205 230		210 235				245 270			
Redpointe® Maple			Acer rubrum 'Frank Jr' PP16769		Spring & Fall		200 215		210 225		235 255		245 265		245 265	
Crimson Sunset® Maple *NEW*			Acer truncatum x Acer platanoides 'JFS-KW202' PP21838		Spring & Fall						235		245 265		245 265	
Briotiti (Ruby Red) Red Horsechestnut			Aesculus x carnea 'Briotiti'		Spring only				210				260 270		260 270	
Fort McHair Red Horsechestnut			Aesculus x carnea 'Ft. McHair'		Spring only		200 225						260 270		260 270	
Blue Beech			Carpinus caroliniana		April-May only						240 250		250 260		250 260	
Catalpa			Catalpa speciosa		Spring only				180 190		190 200		205 215		205 215	
Common Hackberry			Celtis occidentalis		Spring & Fall		185 195		185 195 210		195 205		215 225		220 230	
Eastern Redbud			Cercis canadensis #45 containers (no guarantee)		Spring		180 190		190 200		230 240		240 250		245 255	
Dawyck Purple Beech			Fagus sylvatica 'Dawyck Purple'		Late Spring only		245		285		285 295		305 315		305 325	
Red Obelisk European Beech			Fagus sylvatica 'Red Obelisk'		Late Spring only		315		285		285 295		305 315		305 325	
Rivers Purple Beech			Fagus sylvatica 'Riversii'		Late Spring only		275		285 295		285 295		305 315		305 325	
Tricolor European Beech			Fagus sylvatica 'Roseomarginata'		Late Spring only		275		285		305 325		305 325		305 325	
Autumn Gold Ginkgo			Ginkgo biloba 'Autumn Gold'		Spring & Fall		315		315		330 345		335 350		335 350	
Princeton Sentry Ginkgo			Ginkgo biloba 'Princeton Sentry'		Spring & Fall		315 325		315 330		330 345		335 350		335 350	
Shangri-La Ginkgo			Ginkgo biloba 'Shangri-La'		Spring & Fall		315 325		315 330		330 345		335 350		335 350	
Magyar Ginkgo			Ginkgo biloba 'Magyar'		Spring & Fall						330 345		335 350		335 350	
Skyline® Honeylocust			Gleditsia triacanthos 'Skycole'		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 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 dioica	Spring & Fall	190	205 225	200 215		215 230		235 250		235 250	
Decaf™ Kentucky Coffeetree	Gymnocladus dioica 'Decaf'	Spring & Fall	190	205			215 230		235 250		235 250	
Espresso™ Kentucky Coffeetree	Gymnocladus dioica 'Espresso-JFS'	Spring & Fall			200 215		215 230		235 250			
Skinny Latte Kentucky Coffeetree	Gymnocladus dioica 'Morton'	Spring & Fall							235 250			
Camelot® Crabapple	Malus 'Camzani'	Branched @ 42"	155 165		165 175		170 180		185 195		195 215	
Coralburst® Crabapple	Malus 'Coralcole'	Spring & Fall	155 165		165 175		170 180		185 195		195 215	
Firebird® Crabapple	Malus sargentii 'Select A'	Branched @ 42"	155 165		165							
Gladiator™ Crabapple	Malus x adstringens 'Durtio' PP20,167	Spring & Fall	155 165		170 180		170 180		185 195		195 215	
Prairifire Crabapple	Malus 'Prairifire'	Spring & Fall	175									
Red Jewel Crabapple	Malus 'Jewelcole'	Spring & Fall	155 165		170 180		170 180		185 195		195 215	
Royal Raindrops® Crabapple	Malus JFS-KWS' PP14375	Spring & Fall	155 165				170 180		185 195			
Ruby Tears™ Crabapple	Malus 'Bailears' PP22,001	Weeping form	155 165		170 180		170 180		185 195		195 215	
Sargent Tina Crabapple	Malus Sargent Tina	Spring & Fall	190 200		190 200		175 185		190 200		195 215	
Show Time™ Crabapple	Malus 'Shottzani'	Spring & Fall	155 165		165 175		170 180		185 195		195 215	
Spring Snow Crabapple	Malus x 'Spring Snow'	Spring & Fall	155 165		190 200		175 180		190 200		195 215	
Starlite® Crabapple	Malus x 'Jeffite'	Spring & Fall										
Black Tupelo	Nyssa sylvatica	Late spring only	215		225		240 255		255 270		255 270	
Majestic Black Tupelo	Nyssa sylvatica 'MONNZ'	Late spring only	215		225		240 255		255 270		255 270	
Exclamation!™ London Planetree	Platanus x acerifolia 'Morton Circle'	Spring only	170 180		175 185		185 195		195 205		200 220	
Ironwood/American Hophornbeam	Ostrya virginiana	Spring only					220 235		230 245		255 270	
Quaking Aspen	Populus tremuloides	Spring only			180		185 195		195 205		195 205	
Summer Shimmer Aspen	Populus tremuloides 'Summer Shimmer'	Spring only							195 205			
Chanticleer Pear	Pyrus calleryana 'Glen's Form'	Late spring only	195 205									
Swamp White Oak	Quercus bicolor - Swamp White	Late spring only	190 235		205 250		225 260		245 280		245 265	
Scarlet Oak	Quercus cocinea - Scarlet	Late spring only	190 235				225 260		245 280		245 265	
Bur Oak	Quercus macrocarpa - Bur	Late spring only	190 235 255		205 250 265		225 260		245 280		245 265	
Chickapin Oak	Quercus muehlenbergii	Late spring only	190		205		225 260				245 265	
Regal Prince® Oak	Quercus robur x bicolor 'Long'	Late spring only	190		205 250		225 260		245 280		245 265	
Red Oak	Quercus rubra - Red	Late spring only	190 235		205 250		225 260		245 280		245 265	
Scarlet Letter™ English Oak	Quercus x Scarlet Letter	Late spring only	190 215				225 260		245 280		245 265	
Shumard Oak	Quercus shumardii	Late spring only										
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring & Fall	225 235		235 245		240 250		260 270		245 265	
Snowdance™ Japanese Tree Lilac	Syringa reticulata 'Bailnee'	Spring & Fall	225 235		235 245		240 250		260 270		245 265	
Common Baldcypress	Taxodium disticum	Late spring only	205 215		205 215		210 220		230 240		230 240	
Shawnee Brave Bald Cypress	Taxodium disticum 'Wickelson'	Late spring only	205 215		205 215		210 220		230 240		230 240	

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	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"
American Sentry® Linden *NEW*	Tilia americana 'McSentry'	Spring & Fall			225	235	225	235	225	235		
Redmond American Linden	Tilia americana 'Redmond'	Spring & Fall	210	220	210	220	225	235	245	255	245	255
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring & Fall	210	220	210	220	225	235	245	255	245	255
Sterling Silver Linden	Tilia tomentosa 'Sterling'	Spring & Fall	210	220	210	220	225	235				
Harvest Gold Linden	Tilia x mongolia 'Harvest Gold'	Spring & Fall			225	235	225	235	245	255		
Princeton Elm	Ulmus americana 'Princeton'	Spring only	185	195	210	220	215	225	245	255	245	255
Prospector Elm	Ulmus davidiana var. japonica 'Prospector'	Spring only	185	195								
New Horizon Elm	Ulmus japonica x pumila 'New Horizon'	Spring only	185	195	225	235	225	235				
Frontier Elm	Ulmus 'Frontier'	Spring only	185	195	210	220	225	235	245	255	245	255
Accolade™ Elm	Ulmus 'Morton'	Spring only	185	195	210	220	215	225	245	255	245	255
Triumph™ Elm	Ulmus 'Morton Glossy'	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"
<b>Ball Size Bid On Tree Installation</b>	<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	21.00	22.00
<b>Mulch Spring 2026 thru Fall 2026</b>							
	18.50	19.75	20.75	21.75	23.00	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**

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

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

Revised 8-12-21

Ball Size Bid On Tree Installation	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>	19.00	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+				
<b>Per Tree Cost</b>	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.


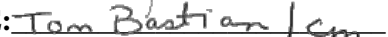
## **ARTICLE XI**

### **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**

<b>COMMITTEE OF THE WHOLE</b>
<b>AGENDA ITEM - HISTORY/COMMENTARY</b>

**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 Norther 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 becoming 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.

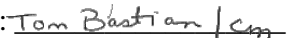
**ACTION PROPOSED:** Provide feedback.

## VILLAGE OF WILLOWBROOK

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

**ITEM TITLE:**

DISCUSSION REGARDING A SPECIAL USE EXTENSION REQUEST  
FOR ORDINANCE 21-O-25

**AGENDA NO. 10****AGENDA DATE: 09/26/22****STAFF REVIEW:** Michael Krol, Director of Community DevelopmentSIGNATURE: **LEGAL REVIEW:** Tom Bastian, Village AttorneySIGNATURE: **RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: **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-through, 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

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**ORDINANCE NO. 21-O- 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

- 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.
- M. 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: Berghand, Davi, Mustale, Neal, Oggerio, Ruffolo

NAYS: Ø

ABSTENTIONS: Ø

ABSENT: None

APPROVED:

Frank A. Trilla  
Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn  
Deborah A. Hahn,  
Village Clerk

