

A G E N D A

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, OCTOBER 10, 2022 AT 6:30 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: 841 0128 4973

Written Public Comments Can Be Submitted By 6:15 P.M. on OCTOBER 10, 2022, to aarteaga@willowbrook.il.us

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. VISITORS' BUSINESS - Public Comment is Limited to Three Minutes Per Person
5. OMNIBUS VOTE AGENDA:
 - a. Waive Reading of Minutes (Approve)
 - b. [Minutes - Board of Trustees Meeting September 26, 2022](#) (APPROVE)
 - c. [Minutes - Special Meeting of the Board of Trustees - Committee of the Whole - September 26, 2022](#) (APPROVE)
 - d. [Warrants \\$653,025.99](#)
 - e. [ORDINANCE NO. _____ AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK ESTABLISHING CERTAIN LICENSEE FEES FOR THE 2023 AND SUBSEQUENT LICENSING YEARS](#) (PASS)
 - f. [SUBURBAN TREE CONSORTIUM](#)
 - (i) [ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AUTHORIZING MEMBERSHIP AND PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM](#) (PASS)

- (ii) RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM FIVE (5)-YEAR CONTRACTUAL PROGRAM (ADOPT)

NEW BUSINESS

6. ORDINANCE NO. _____ - AN ORDINANCE AMENDING TITLE 6, ENTITLED "HEALTH CODE, NUISANCES," OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO CHAPTER 6, ENTITLED "WATER SERVICE" (PASS)
7. ORDINANCE NO. _____ AN ORDINANCE GRANTING A SPECIAL USE EXTENSION REQUEST FOR ORDINANCE NO. 21-O-25, A SPECIAL USE PERMIT 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 (PASS)

PRIOR BUSINESS

8. TRUSTEE REPORTS
9. ATTORNEY'S REPORT
10. CLERK'S REPORT
11. ADMINSTRATOR'S REPORT
12. MAYOR'S REPORT
13. EXECUTIVE SESSION

The setting of a price for sale or lease of property owned by the public body authorized by 5 ILCS 120/2(c)(6).

14. ADJOURNMENT

MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK TO BE HELD ON MONDAY, SEPTEMBER 26, 2022, AT 6:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 6:44 P.M. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were, Mayor Frank Trilla, Village Clerk Deborah Hahn, Village Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, Gayle Neal, Attorney Michael Durkin, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Chief Financial Officer Michael Rock, Director of Community Development Michael Krol, Director of Parks and Recreation Dustin Kleefisch, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, Deputy Clerk Christine Mardegan and Director of Municipal Services Foreman AJ Passero.

Also present was Engineer Dan Lynch from Christopher Burke Engineering.

ABSENT: Trustee Greg Ruffolo.

A QUORUM WAS DECLARED

3. MOTION TO APPROVE – A MOTION TO APPOINT TRUSTEE MICHAEL MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR’S ABSENCE

There was no need for a motion to appoint Trustee Mistele as temporary Chairman since Mayor Trilla was present at the meeting.

4. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Dan Lynch lead everyone in saying the Pledge of Allegiance.

5. VISITORS' BUSINESS

None presented and no written comments were received.

OMNIBUS VOTE AGENDA

Mayor Trilla read over each item in the Omnibus Vote Agenda for the record.

5. OMNIBUS VOTE AGENDA:
- a. Waive Reading of Minutes (APPROVE)
 - b. Minutes - Regular Board Meeting - September 12, 2022 (APPROVE)
 - b. Minutes - Joint Meeting of the Board of Trustees and Plan Commission - September 13, 2022 (Approve)
 - c. Warrants - \$480,967.76
 - d. RESOLUTION NO. 22-R-52 A RESOLUTION CREATING SET HOURS FOR HALLOWEEN 2022 TRICK-OR-TREATING IN THE VILLAGE OF WILLOWBROOK (ADOPT)

Mayor Trilla asked the Board if there were any items to be removed from Omnibus Vote Agenda.

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to approve the Omnibus Vote Agenda as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele and Neal. NAYS: None. ABSENT: Ruffolo.

MOTION DECLARED CARRIED

NEW BUSINESS

7. RESOLUTION NO. 22-R-53- 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 (ADOPT)

Foreman Passero shared 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. During this study they were asked to give us different ideas on how to improve the flooding issues in that area. Christopher Burke came back with three (3) different proposals. Staff is recommending option #2A Elevate roadways and provide compensatory storage in permeable

subbase which will be underneath the roadway. After the discussion with the Committee of the Whole, staff would like to begin this project this year with funding from the general obligation bond which was approved by the Board on April 11, 2022. Staff recommends awarding the design services to Christopher Burke Engineering.

MOTION: Made by Trustee Mistele and seconded by Trustee Davi to adopt Resolution 22-R-53 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele and Neal. NAYS: None. ABSENT: Ruffolo.

MOTION DECLARED CARRIED

8. RESOLUTION NO. 22-R-54- A RESOLUTION PURSUANT TO TITLE 5, CHAPTER 1, SECTION 5-1-14 OF THE VILLAGE CODE TO DEVIATE FROM THE POLICE DEPARTMENT HIRING ROTATION PROCESS AND EFFECT THE ORIGINAL APPOINTMENT OF ONE (1) LATERAL POLICE CANDIDATE FOR THE RANK OF PATROL OFFICER (ADOPT)

Chief Schaller explained, due to the resignation of an officer in August of 2022, a vacancy has been created. The Police Department currently has two reservations at the Police Training Institute for 2023 and is currently in the process of testing for a final BOPC eligibility register.

Due to the terms and conditions of fulfilling the Department of Justice COPS grant and the lack of a final BOPC police eligibility register, a deviation from the hiring rotation, as defined in Section 5-1-4 of the Municipal Code of the Village of Willowbrook, is requested to effect the hiring from the lateral transfer applicant list. Currently the total number of sworn officers is 24 in the police department.

MOTION: Made by Trustee Mistele and seconded by Trustee Berglund to adopt Resolution 22-R-54 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele and Neal. NAYS: None. ABSENT: Ruffolo.

9. ORDINANCE NO. 22-O-35- AN ORDINANCE AMENDING SECTION 3-12-5, ENTITLED "CLASSIFICATIONS," OF CHAPTER 12, ENTITLED "LIQUOR," OF TITLE 3, ENTITLED "BUSINESS," AND AMENDING SUBSECTION (N) OF SECTION 4-4-2, ENTITLED "PROHIBITED ACTS," OF CHAPTER 4, ENTITLED "PARKS," OF TITLE 4, ENTITLED "MUNICIPAL SERVICES," OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS (PASS

Director Kleefisch stated that this is an amendment to the ordinance allowing the Park District to apply for a Class - C (one-day) liquor license so we can host the Mug Run at Borse Memorial Park. This will enable us to get the paperwork allowing the Local Liquor Commission to apply for our state license.

Mayor Trilla asked if this was a one-time license or does it set us up for the future.

Director Kleefisch stated this is for a one-time license but will set us up for the future.

MOTION: Made by Trustee Davi and seconded by Trustee Berglund to pass Ordinance 22-O-35 as presented.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele and Neal. NAYS: None. ABSENT: Ruffolo.

MOTION DECLARED CARRIED

PRIOR BUSINESS

10. TRUSTEE REPORTS

Trustee Neal had no report.

Trustee Ruffolo was not present.

Trustee Mistele had no report.

Trustee Berglund had no report.

Trustee Davi had no report.

Trustee Astrella had no report.

11. ATTORNEY'S REPORT

Attorney Durkin had no report.

12. CLERK'S REPORT

Clerk Hahn had no report.

13. ADMINISTRATOR'S REPORT

Administrator Halloran had no report.

14. MAYOR'S REPORT

Mayor Trilla had no report.

15. EXECUTIVE SESSION

Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees authorized by 5 ILCS 120/2 (c)(2).

MOTION: Made by Trustee Mistele and seconded by Trustee Astrella to adjourn the Regular Meeting and recess to closed session at the hour of 6:53 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele and Neal. NAYS: None. ABSENT: Ruffolo.

MOTION DECLARED CARRIED

Regular meeting adjourned and the Board moved into Closed Session.

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

MINUTES OF THE SPECIAL MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF WILLOWBROOK HELD ON MONDAY, SEPTEMBER 26, 2022, AT 5:30 P.M. AT THE WILLOWBROOK POLICE DEPARTMENT TRAINING ROOM, 7760 QUINCY STREET, WILLOWBROOK, DUPAGE COUNTY, ILLINOIS .

DUE TO THE COVID 19 PANDEMIC, THE VILLAGE WILL BE UTILIZING A ZOOM CONFERENCE CALL FOR THIS MEETING.

1. CALL TO ORDER

The meeting was called to order at 5:30 p.m. by Mayor Frank Trilla.

2. ROLL CALL

Those physically present at roll call were Mayor Frank A. Trilla, Village Clerk Deborah Hahn, Trustees Mark Astrella, Sue Berglund, Umberto Davi, Michael Mistele, and Gayle Neal, Village Administrator Sean Halloran, Assistant to the Village Administrator Alex Arteaga, Director of Community Development Michael Krol, Chief Financial Officer Michael Rock, Director of Parks and Recreation Dustin Kleefisch, Deputy Clerk Christine Mardegan, Chief Robert Schaller, Deputy Chief Lauren Kaspar, Deputy Chief Benjamin Kadolph, and Municipal Services Foreman AJ Passero.

Also present was Dan Lynch from Christopher B. Burke Engineering.

Present via conference call, due to the COVID-19 pandemic: Valentino Mancini, architectural development planner from NORR of Chicago, representing Panda Express.

Absent: Trustee Gregory Ruffolo

A QUORUM WAS DECLARED

3. MOTION TO APPROVE - A MOTION TO APPOINT TRUSTEE MISTELE AS TEMPORARY CHAIRMAN IN THE MAYOR'S ABSENCE

A motion was not required as the Mayor was present.

4. PLEDGE OF ALLEGIANCE

Mayor Trilla asked Deputy Clerk Mardegan to lead everyone in saying the pledge of allegiance.

5. VISITOR'S BUSINESS

None present and no written comments were received.

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

Administrator Halloran introduced Dan Lynch from Christopher Burke to provide background and options regarding the Willowbrook Executive Plaza Flood Control and Road Construction project.

Mr. Lynch provided background on the analysis report CBBEL (Christopher B. Burke Engineering, LTD) prepared in 2020 regarding the street flooding and long drain down times primarily on Executive Drive and Plaza Court. He also discussed the current mitigation solutions.

As part of the analysis, several options were proposed as outlined below:

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

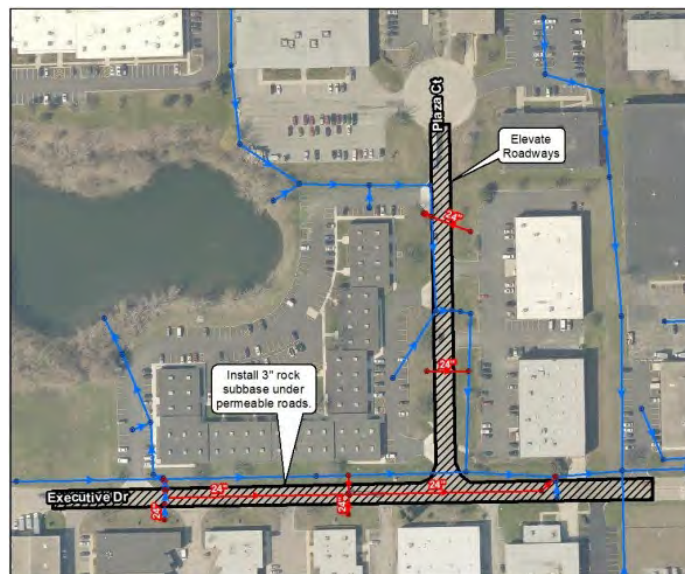
- An alternative was developed that relies on increased conveyance rather than storage. This alternative involves constructing approximately 4,300 linear feet (LF) of new 30-inch storm sewer from Executive Lake to the area where the existing storm sewer system currently outlets. To prevent increasing 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

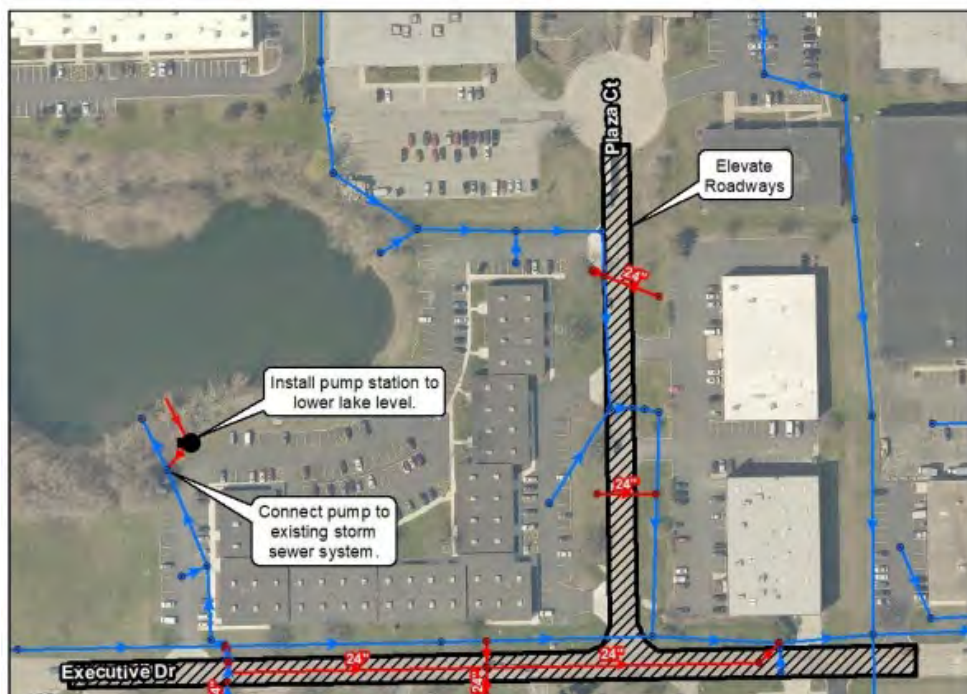
Drive would need to be raised a maximum of two (2) feet and Plaza Court would be raised a maximum of three (3) feet.

- 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.

A number of questions were raised by the Board members with specific questions on each option including those related to costs, acquisition of land, and other options that were or could be considered. Mr. Lynch indicated that Christopher Burke is recommending options #2A, to elevate the roadways and provide compensatory storage in the permeable subbase. The consensus of the Board was to follow the recommendation.

7. PRESENTATION - PUBLIC WORKS VEHICLE MAINTENANCE COST SAVINGS INITIATIVES

Assistant to the Village Administrator Arteaga presented information on a cost saving measure introduced by the Public Works Department to provide minor vehicle maintenance on Village-owned vehicles. Mr. Arteaga presented the following comparative data:

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
Grand Total				\$19,324

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

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
Grand Total				\$9,951

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

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

Mr. Arteaga concluded that based on incurred FY 21-22 expenses, the Village would have achieved a cost savings of \$9,373 if all vehicle maintenance had been completed in-house and indicated that Public Works crews will continue to provide vehicle maintenance to all Police vehicles as maintenance is required, thus providing continued cost savings to the Village, as well as reduced turnaround time for repairs.

The Board was pleased with the initiative shown by the Public Works Department and the ongoing cost savings and was in full support of the program.

8. PRESENTATION - WCMC SUBURBAN TREE CONSORTIUM PROGRAM MEMBERSHIP

Assistant to the Village Administrator Arteaga also presented information on the West Central Municipal Conference's (WCMC) Suburban Tree Consortium (STC) program for the purchase of Village trees for the annual landscape and tree maintenance programs.

Mr. Arteaga presented information on the Village's current program and the two options offered by the WCMC STC:

- **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.

Also presented were typical cost savings based on the Village's previous purchases:

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
Grand Total					\$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
Grand Total						\$5,386

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

The information was well received by the Board and the consensus was to join the Suburban Tree Consortium.

9. DISCUSSION - POLICE DEPARTMENT OPERATIONS UPDATE PRESENTATION

Chief Schaller, Deputy Chief Kaspar and Deputy Chief Kadolph presented details on the various items outlined in the update presentation.

Police Department Operations Updates

- NIPAS/MERIT Discussion
 - Recalling NIPAS Bike Response Officer.
 - Outgoing NIPAS Mobile Field Force Officer.
 - Joining ILEAS Mobile Field Force with 2 officers.
 - Outgoing MERIT SWAT Operator to be replaced in Fiscal 2024.
- College Internship-Benedictine University student.
- Powering Safe Cities Grant Update

Police Department Administrative Updates

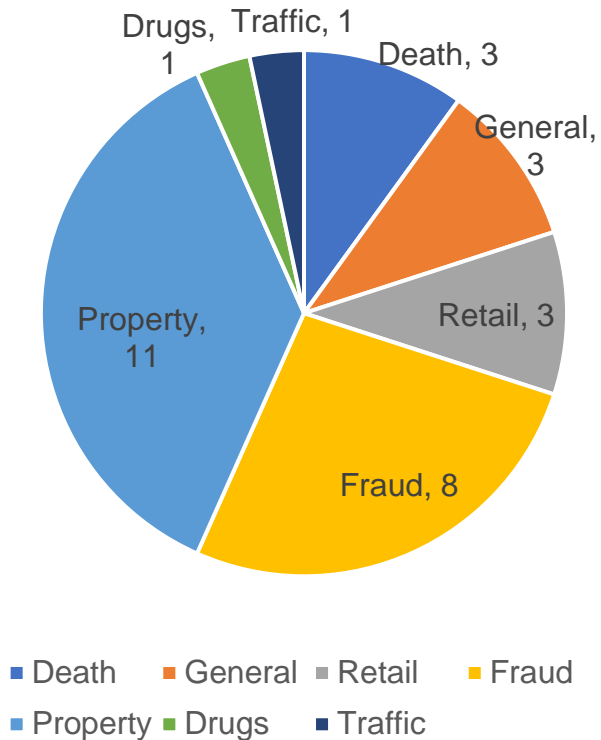
- Accreditation Update
 - CALEA 'Year 1' Annual Compliance Review to be conducted mid-October.
 - ILEAP Initial Accreditation anticipated to occur by March of 2023.
- Training Update
 - Tabletop Exercise scheduled for October 5th with Sergeants and Public Works personnel covering topics from the County Hazard Mitigation Plan.
 - Tactical Officers/Detectives working toward Lead Homicide Investigator training (state mandate)
 - New Detective trained.
 - DuMeg trained all personnel on utilization of them as a resource.
 - More specific training given to Tactical Officers and Detectives for Drug investigations.

Police Department Investigations Section Update

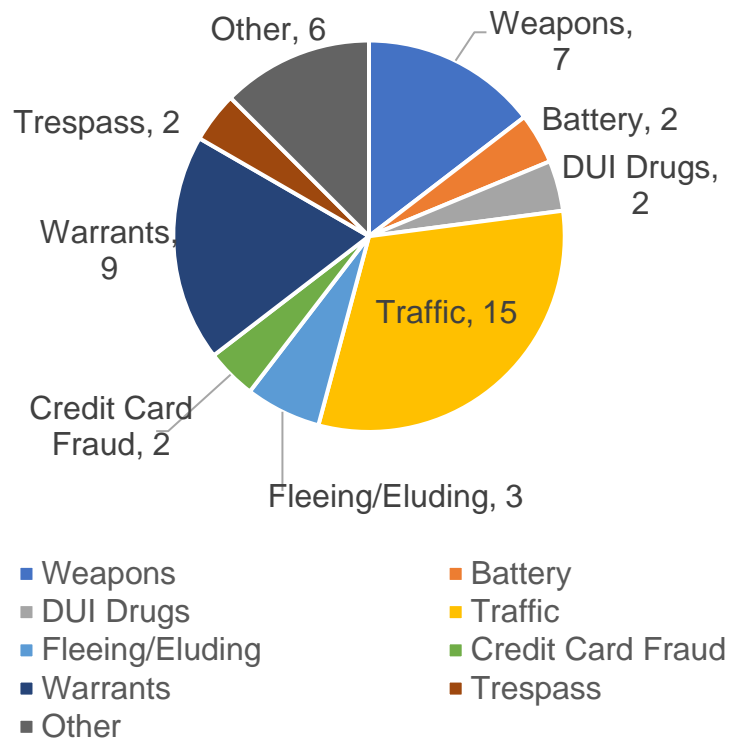
- Monthly meeting established to discuss case status', expectations, major case review, and department concerns.
- New Detective selected.
- Tactical Officers assisted in investigating incidents during Detective transition.
- Tactical Officers working with area saturation patrols twice a month.
- Detectives and DC Kadolph have conducted Active Threat presentations to the business community.
- 106 investigations have been assigned since January 1, 2022.
 - 30 investigations still open (as of 9/19/22).

Police Department Section Data

Investigation Types



Tac Unit Incidents



The Board was most appreciative of the updates and felt the information was well presented and informative. The Board agreed to support the initiatives and programs as proposed by the police department.

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

Community Development Director Krol provided the background for the extension request for Ordinance 21-O-25.

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

He then introduced Valentino Mancini, the architectural development planner from NORR of Chicago, representing Panda Express, who provided the reasons for an extension request.

Mr. Mancini explained that 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.

Several questions were raised regarding the reasons for the delay and other questions related to the progress of the project. The Board wanted to know what items were outstanding and at what stage the development was in. Mr. Mancini indicated the development was awaiting final review by the IEPA for NFR approval. He also reassured the Board that Panda Express is 100% committed to this building site.

11. ADJOURNMENT

MOTION: Made by Trustee Davi and seconded by Trustee Astrella to adjourn the Regular Meeting at the hour of 6:38 p.m.

ROLL CALL VOTE: AYES: Trustees Astrella, Berglund, Davi, Mistele, and Neal. NAYS: None. ABSENT: Ruffolo.

MOTION DECLARED CARRIED

PRESENTED, READ, and APPROVED.

_____, 2022.

Frank A. Trilla, Mayor

Minutes transcribed by Deputy Clerk Christine Mardegan.

W A R R A N T S

October 10, 2022

GENERAL CORPORATE FUND	-----	\$272,125.43
WATER FUND	-----	\$56,783.81
CAPITAL PROJECT FUND	-----	324,116.75
TOTAL WARRANTS		-----
		\$653,025.99

Michael Rock, Director of Finance

APPROVED:
Frank A. Trilla, Mayor

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
10/10/2022	APCH	99254	ALAN F. FRIEDMAN, PHD	EXAMS - PSYCHOLOGICAL	440-544	07	725.00
10/10/2022	APCH	99255	APPRIZE PROMOTIONAL PRODUCTS	PRINTING & PUBLISHING	710-302	35	310.00
10/10/2022	APCH	99256	AQITY RESEARCH & INSIGHTS, INC.	CONTINGENCIES	490-799	10	6,016.66
10/10/2022	APCH	99257	ARTISTIC ENGRAVING	OPERATING EQUIPMENT	630-401	30	153.42
				OPERATING EQUIPMENT	630-401	30	712.25
				CHECK APCHK 99257 TOTAL FOR FUND 01:			865.67
10/10/2022	APCH	99259	AT & T MOBILITY II LLC	PHONE - TELEPHONES	630-201	30	1,991.87
10/10/2022	APCH	99260	BARNWOOD SPORTS DESIGN	EMPLOYEE RECOGNITION	630-309	30	350.00
10/10/2022	APCH	99262	CALEA	ACCREDITATION	630-202	30	4,645.00
10/10/2022	APCH	99264*#	CARROLL CONSTRUCTION SUPPLY	MAINTENANCE	725-410	35	341.24
10/10/2022	APCH	99265*#	CHRISTOPHER B. BURKE	FEES - ENGINEERING	720-245	35	184.00
				FEES - ENGINEERING	720-245	35	716.00
				FEES - ENGINEERING	720-245	35	2,704.00
				FEES - ENGINEERING	720-245	35	1,074.00
				CHECK APCHK 99265 TOTAL FOR FUND 01:			4,678.00
10/10/2022	APCH	99266	CINTAS CORPORATION NO 2	MAINTENANCE	725-410	35	132.65
10/10/2022	APCH	99267	CLARKE ENVIRONMENTAL	MOSQUITO ABATEMENT	760-259	35	3,700.00
				MOSQUITO ABATEMENT	760-259	35	3,700.00
				MOSQUITO ABATEMENT	760-259	35	3,700.00
				CHECK APCHK 99267 TOTAL FOR FUND 01:			11,100.00
10/10/2022	APCH	99268#	COMCAST CABLE	FEES/DUES/SUBSCRIPTIONS	630-307	30	230.54
				INTERNET/WEBSITE HOSTING	715-225	35	111.85
				CHECK APCHK 99268 TOTAL FOR FUND 01:			342.39
10/10/2022	APCH	99269	COMED	MAINTENANCE - TRAFFIC SIGNALS	745-224	35	131.97
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	130.92
				MAINTENANCE - TRAFFIC SIGNALS	745-224	35	298.94
				CHECK APCHK 99269 TOTAL FOR FUND 01:			561.83
10/10/2022	APCH	99272	DU-COMM	RADIO DISPATCHING	675-235	30	3,699.01

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND				RADIO DISPATCHING	675-235	30	72,490.25
				CHECK APCHK 99272 TOTAL FOR FUND 01:			76,189.26
10/10/2022	APCH	99273#	DUPAGE COUNTY PUBLIC WORKS	SANITARY (835 MIDWAY)	466-251	10	4.85
				SANITARY (835 MIDWAY)	466-251	10	309.06
				SANITARY (825 MIDWAY)	570-250	20	45.17
				SANITARY (825 MIDWAY)	570-250	20	9.89
				SANITARY (7760 QUINCY)	630-250	30	151.01
				SANITARY USER CHARGE	725-417	35	31.04
				CHECK APCHK 99273 TOTAL FOR FUND 01:			551.02
10/10/2022	APCH	99274	DUPAGE MAYORS AND MGRS. CONF.	SCHOOLS/CONFERENCES/TRAVEL	410-304	05	150.00
10/10/2022	APCH	99276*#	FALCO'S LANDSCAPING INC	STREET IMPROVEMENTS	765-685	35	4,100.00
				STREET IMPROVEMENTS	765-685	35	7,600.00
				STREET IMPROVEMENTS	765-685	35	4,500.00
				CHECK APCHK 99276 TOTAL FOR FUND 01:			16,200.00
10/10/2022	APCH	99277	FEDERAL EXPRESS CORP.	POSTAGE & METER RENT	455-311	10	38.52
10/10/2022	APCH	99278	FLOCK SAFETY	FEES/DUES/SUBSCRIPTIONS	630-307	30	14,050.00
10/10/2022	APCH	99279	FOX TOWN PLUMBING INC	MAINTENANCE - BUILDING	466-228	10	176.00
10/10/2022	APCH	99280	GREAT LAKES CONCRETE, LLC	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	665.53
10/10/2022	APCH	99281*#	H AND R CONSTRUCTION INC.	STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	3,900.00
				STORM WATER IMPROVEMENTS MAINTENANCE	750-381	35	1,600.00
				CHECK APCHK 99281 TOTAL FOR FUND 01:			5,500.00
10/10/2022	APCH	99282	HACKBARTH TRUCK & EQUIPMENT	MAINTENANCE	725-410	35	1,644.05
10/10/2022	APCH	99283	HEARTLAND BUSINESS SYSTEMS, LLC	PHONE - TELEPHONES	455-201	10	75.00
				PHONE - TELEPHONES	455-201	10	150.00
				CHECK APCHK 99283 TOTAL FOR FUND 01:			225.00
10/10/2022	APCH	99284	IL ASSN. CHIEFS OF POLICE	FEES/DUES/SUBSCRIPTIONS	630-307	30	115.00
				FEES/DUES/SUBSCRIPTIONS	630-307	30	115.00
				CHECK APCHK 99284 TOTAL FOR FUND 01:			230.00
10/10/2022	APCH	99285	JAMES J. BENES AND ASSOC., INC.	TRAFFIC ENGINEERING SERVICES	820-263	40	546.02

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
10/10/2022	APCH	99286	KING CAR WASH	FUEL/MILEAGE/WASH	630-303	30	300.00
10/10/2022	APCH	99287#	KONICA MINOLTA BUSINESS SOLUTION	COPY SERVICE	455-315	10	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	630-315	30	150.00
				COPY SERVICE	810-315	40	150.00
				CHECK APCHK 99287 TOTAL FOR FUND 01:			600.00
10/10/2022	APCH	99288	LORI RINELLA	FUEL/MILEAGE/WASH	630-303	30	15.57
				FUEL/MILEAGE/WASH	630-303	30	15.57
				FUEL/MILEAGE/WASH	630-303	30	15.57
				CHECK APCHK 99288 TOTAL FOR FUND 01:			46.71
10/10/2022	APCH	99291	MULTISYSTEM MANAGEMENT COMPANY	MAINTENANCE - BUILDING	466-228	10	2,445.00
10/10/2022	APCH	99292	NORTH EAST MULTI REGIONAL TRNG.	SCHOOLS/CONFERENCES/TRAVEL	630-304	30	300.00
10/10/2022	APCH	99293	OCCUPATIONAL HEALTH CENTERS	PERSONNEL RECRUITMENT	455-131	10	82.00
10/10/2022	APCH	99294	ORBIS SOLUTIONS	CONSULTING SERVICES - IT	460-306	10	200.00
				CONSULTING SERVICES - IT	460-306	10	2,625.00
				CONSULTING SERVICES - IT	460-306	10	30,173.00
				CHECK APCHK 99294 TOTAL FOR FUND 01:			32,998.00
10/10/2022	APCH	99295	ORKIN EXTERMINATING	FEES/DUES/SUBSCRIPTIONS	630-307	30	103.63
				FEES/DUES/SUBSCRIPTIONS	630-307	30	103.63
				CHECK APCHK 99295 TOTAL FOR FUND 01:			207.26
10/10/2022	APCH	99296	PARVIN-CLAUSS SIGN CO	VILLAGE HALL SIGNAGE	485-642	10	8,709.82
10/10/2022	APCH	99297	QUADIENT, INC.	POSTAGE & METER RENT	455-311	10	340.00
10/10/2022	APCH	99298*#	RAY O'HERRON CO., INC.	OPERATING EQUIPMENT	630-401	30	265.00
				OPERATING EQUIPMENT	630-401	30	27.90
				OPERATING EQUIPMENT	630-401	30	265.00
				CHECK APCHK 99298 TOTAL FOR FUND 01:			557.90
10/10/2022	APCH	99299	RIEKE OFFICE INTERIORS	FURNITURE & OFFICE EQUIPMENT	630-405	30	20,425.00
				FURNITURE & OFFICE EQUIPMENT	630-405	30	5,330.00
				CHECK APCHK 99299 TOTAL FOR FUND 01:			25,755.00

10/07/2022 09:34 AM

10/07/2022 09:34 AM

User: EKOMPERDA

DB: Willowbrook

CHECK DISBURSEMENT REPORT FOR VILLAGE OF WILLOWBROOK

CHECK DATE FROM 09/28/2022 - 10/12/2022

Page 4/6

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 01 GENERAL FUND							
10/10/2022	APCH	99300	ROBERT HALF	CONSULTING FEES - CLERICAL	471-253	10	847.21
				CONSULTING FEES - CLERICAL	471-253	10	656.40
				CONTINGENCIES	490-799	10	3,500.00
				CHECK APCHK 99300 TOTAL FOR FUND 01:			5,003.61
10/10/2022	APCH	99301	SEMMER LANDSCAPE	ROUTE 83 BEAUTIFICATION	755-281	35	20,108.43
10/10/2022	APCH	99302	SPORTSFIELD, INC.	BALLFIELD MAINTENANCE	570-280	20	2,985.00
				BALLFIELD MAINTENANCE	570-280	20	510.00
				CHECK APCHK 99302 TOTAL FOR FUND 01:			3,495.00
10/10/2022	APCH	99303*#	TAMELING GRADING	LANDSCAPE MAINTENANCE SERVICES	565-342	20	3,215.00
				STREET IMPROVEMENTS	765-685	35	7,345.00
				CHECK APCHK 99303 TOTAL FOR FUND 01:			10,560.00
10/10/2022	APCH	99304*#	TAMELING INDUSTRIES	STREET IMPROVEMENTS	765-685	35	348.37
10/10/2022	APCH	99305	THOMAS J BRESCIA	FEES - FIELD COURT ATTORNEY	630-241	30	2,025.00
10/10/2022	APCH	99306	THOMSON REUTERS - WEST	FEES/DUES/SUBSCRIPTIONS	630-307	30	209.91
10/10/2022	APCH	99307	TRAFFIC CONTROL & PROTECTIONS	MAINTENANCE	725-410	35	720.00
				EQUIPMENT RENTAL	750-290	35	650.00
				ROAD SIGNS	755-333	35	4,135.75
				CHECK APCHK 99307 TOTAL FOR FUND 01:			5,505.75
10/10/2022	APCH	99308	TRAFFIC SAFETY STORE	OPERATING EQUIPMENT	630-401	30	1,008.03
10/10/2022	APCH	99310	WAREHOUSE DIRECT	OPERATING EQUIPMENT	630-401	30	493.93
10/10/2022	APCH	99311	WEST CENTRAL MUNICIPAL CONF.	FEES/DUES/SUBSCRIPTIONS	455-307	10	2,500.00
10/10/2022	APCH	99312	WEX HEALTH, INC	FEES/DUES/SUBSCRIPTIONS	455-307	10	50.00
10/10/2022	APCH	99314#	WLBK BURR RIDGE KIWANIS	FEES/DUES/SUBSCRIPTIONS	410-307	05	125.00
				FEES/DUES/SUBSCRIPTIONS	455-307	10	125.00
				CHECK APCHK 99314 TOTAL FOR FUND 01:			250.00
				Total for fund 01 GENERAL FUND			272,125.43

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 02 WATER FUND							
10/10/2022	APCH	99258	ASSOCIATED TECHNICAL SERV. LTD.	LEAK SURVEYS	430-276	50	736.00
10/10/2022	APCH	99263	CAR REFLECTIONS	VEHICLE MAINTENANCE	401-350	50	1,225.00
10/10/2022	APCH	99264*#	CARROLL CONSTRUCTION SUPPLY	STREET IMPROVEMENTS SERVICES	430-281	50	900.00
10/10/2022	APCH	99276*#	FALCO'S LANDSCAPING INC	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,800.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,800.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,800.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,800.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	4,800.00
				STREET IMPROVEMENTS SERVICES	430-281	50	9,600.00
				CHECK APCHK 99276 TOTAL FOR FUND 02:			33,600.00
10/10/2022	APCH	99281*#	H AND R CONSTRUCTION INC.	WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	5,056.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	6,120.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	1,360.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	2,960.00
				WATER DISTRIBUTION REPAIRS/MAINTENANC	430-277	50	625.00
				CHECK APCHK 99281 TOTAL FOR FUND 02:			16,121.00
10/10/2022	APCH	99289	MID AMERICAN WATER	MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	694.00
				MATERIAL & SUPPLIES - DISTRIBUTION	430-476	50	621.00
				CHECK APCHK 99289 TOTAL FOR FUND 02:			1,315.00
10/10/2022	APCH	99290	MIDWEST METER INC	NEW METERING EQUIPMENT	435-461	50	439.95
10/10/2022	APCH	99303*#	TAMELING GRADING	STREET IMPROVEMENTS SERVICES	430-281	50	1,445.00
10/10/2022	APCH	99304*#	TAMELING INDUSTRIES	STREET IMPROVEMENTS SERVICES	430-281	50	479.36
10/10/2022	APCH	99309	USABBLUEBOOK	MATERIALS & SUPPLIES- STANDPIPE/PUMPH	425-475	50	38.75
10/10/2022	APCH	99313	WILLOWBROOK FORD INC.	VEHICLE MAINTENANCE	401-350	50	431.35
				VEHICLE MAINTENANCE	401-350	50	52.40
				CHECK APCHK 99313 TOTAL FOR FUND 02:			483.75
				Total for fund 02 WATER FUND			56,783.81

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 10 CAPITAL PROJECT FUND							
10/10/2022	APCH	99261	BELSON OUTDOORS LLC	RIDGEMOOR PARK PROJECT	600-328	55	4,299.35
10/10/2022	APCH	99264*#	CARROLL CONSTRUCTION SUPPLY	RIDGEMOOR PARK PROJECT	600-328	55	605.00
10/10/2022	APCH	99265*#	CHRISTOPHER B. BURKE	ROAD PROGRAM DESIGN	600-310	55	447.50
10/10/2022	APCH	99270	D & J LANDSCAPE INC.	RIDGEMOOR PARK PROJECT	600-328	55	288,852.90
10/10/2022	APCH	99271	DESIGN PERSPECTIVES INC	RIDGEMOOR PARK PROJECT	600-328	55	900.00
10/10/2022	APCH	99275	ENGINEERING SOLUTIONS TEAM	COMMUNITY CENTER CONSTRUCTION	600-326	55	11,440.00
10/10/2022	APCH	99298*#	RAY O'HERRON CO., INC.	OFFICER SAFETY	600-321	55	17,572.00
				Total for fund 10 CAPITAL PROJECT FUND			324,116.75
TOTAL - ALL FUNDS							653,025.99

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

VILLAGE OF WILLOWBROOK

BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK ESTABLISHING CERTAIN
LICENSEE FEES FOR THE 2023 AND SUBSEQUENT LICENSING YEARS

AGENDA NO. 5.e.**AGENDA DATE: 10/10/22****STAFF REVIEW:** Christine Mardegan , Deputy ClerkSIGNATURE: Christine Mardegan**LEGAL REVIEW:** Thomas Bastian, Village AttorneySIGNATURE: Tom Bastian / cm**RECOMMENDED BY:** Sean Halloran, Village AdministratorSIGNATURE: Sean Halloran**REVIEWED & APPROVED BY COMMITTEE:** YES ☐ NO ☐ N/A ☒**ITEM HISTORY (PREVIOUS VILLAGE BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, OTHER HISTORY)**

At the October 6, 2020, Village Board meeting, Mayor Trilla asked staff to investigate options for a Covid -19 Pandemic Gaming Terminal Fee and Liquor License Reduction Program. The consensus from the Board was to recommend a one-year 75% discount program for gaming terminal fees and liquor license fees, excluding retail and grocery licensees. The program would then be revisited in one year to determine if additional consideration is warranted.

At the October 11, 2021 meeting, staff asked the Board of Trustees for direction regarding fee gaming terminal and liquor licenses fees, excluding retail and grocery licenses. There was a consensus from the Board to increase gaming terminal and liquor licenses fees gradually over the next three years to meet the 2020 fee that was in effect prior to the COVID-19 pandemic. At that meeting, the consensus was to increase the fees for 2022 by another 25% of the original fee making the fees 50% of the original 2020 rate.

For 2023, staff is recommending the Board approve another 25% increase to gaming terminal and liquor license fees making the fees 75% of the original 2020 rate. Staff is also asking at the same time to reinstate the full 2020 fee schedule for the 2024 renewal period.

ACTION PROPOSED:

Pass the Ordinance

Liquor License Fees - Temporary reduced rates

updated 10/10/2022

Class	Liquor License	Year 2020 License Fee	Year 2021 License Fee	Year 2022 License Fee	Year 2023 License Fee	Year 2024 License Fee
B	Entertainment, dancing, and consumption	\$2,500	\$625	\$1,250	\$1,875	\$2,500
B-1	Retail – no consumption – restaurant	\$500	\$125	\$250	\$375	\$500
B-2	Retail – consumption on and off premises – coffee/sandwich shop	\$1,500	\$375	\$750	\$1,125	\$1,500
B-3	Retail - on premise consumption - restaurant and separate service	\$2,700	\$675	\$1,350	\$2,025	\$2,700
C	One day license	\$250	\$63	\$125	\$188	\$250
D	Hotel, motel type of class	\$3,500	\$875	\$1,750	\$2,625	\$3,500
F	Recreational facility – consumption	\$2,500	\$625	\$1,250	\$1,875	\$2,500
G	Private recreational facility – consumption	\$250	\$63	\$125	\$188	\$250
H	Catering	\$250	\$63	\$125	\$188	\$250
I	Indoor/Outdoor commercial recreational	\$2,500	\$625	\$1,250	\$1,875	\$2,500
J	Homeowners' association	\$250	\$63	\$125	\$188	\$250
L	Retail consumption on and off premises of a brewpub or Class I brewer	\$2,500	\$625	\$1,250	\$1,875	\$2,500
M	Retail – no consumption – gas stations	\$2,500	\$625	\$1,250	\$1,875	\$2,500
N	Retail – on premises consultation – hair and nail salon	\$1,500	\$375	\$750	\$1,125	\$1,500
O	Video Gaming Cafés	\$5,000	\$1,250	\$2,500	\$3,750	\$5,000
P	Restaurants with video gaming machines	\$5,000	\$1,250	\$2,500	\$3,750	\$5,000
	Video Gaming Fee	Year 2020 License Fee	Year 2021 License Fee	Year 2022 License Fee	Year 2023 License Fee	Year 2023 License Fee
	Video gaming license fee, per machine	\$500 per machine	\$125 per machine	\$250 per machine	\$375 per machine	\$500 per machine

ORDINANCE NO. 22-O-__

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK ESTABLISHING
CERTAIN LICENSEE FEES FOR THE 2023 AND SUBSEQUENT LICENSING YEARS**

WHEREAS, the COVID-19 Pandemic has resulted in substantial losses of revenue for certain licensed businesses operating within the Village of Willowbrook; and

WHEREAS, as a result of the pandemic, certain businesses, such as dine-in restaurants and on-premise consumption liquor licensees, were restricted by Department of Health and other regulations as to the number of patrons that could be seated inside of those licensed establishments during the years 2021 and 2022; and

WHEREAS, given the reduced number of reported Coronavirus cases and reduction in positivity rates, certain dine-in restaurants, dine-in food service establishments and on-premise consumption liquor licensed establishments have, pursuant to guidelines, been allowed to increase on-premise patron capacity and are now permitted to operate without restriction; and

WHEREAS, in an attempt to ease the continued financial burdens facing such establishments, the corporate authorities of the Village determined that it would be in the best interest of those affected entities to assess the 2023 license fees for certain affected businesses at a rate of seventy-five percent (75%) of pre-pandemic license fees and to assess 2024 and subsequent license fees at rates equal to pre-pandemic fees.

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

SECTION ONE. The 2023, 2024 and subsequent years' licensing fees for the following license classifications shall be as follows:

Class	Liquor License	Year 2023 License Fee	Year 2024 and Subsequent Years' Licensing Fees
B	Entertainment, dancing and consumption	\$1,875	\$2,500
B-1	Retail - no consumption - restaurant	\$375	\$500
B-2	Retail - consumption on and off premises - coffee/sandwich shop	\$1,125	\$1,500
B-3	Retail - on premise consumption - restaurant and separate service	\$2,025	\$2,700
C	One day license	\$188	\$250
D	Hotel, motel type of class	\$2,625	\$3,500
F	Recreational facility - consumption	\$1,875	\$2,500
G	Private recreational facility - consumption	\$188	\$250
H	Catering	\$188	\$250
I	Indoor/Outdoor commercial recreational	\$1,875	\$2,500
J	Homeowners' association	\$188	\$250
L	Retail consumption on and off premises of a brewpub or Class I brewer	\$1,875	\$2,500
M	Retail - no consumption - gas stations	\$1,875	\$2,500
N	Retail - on premises consultation - hair and nail salon	\$1,125	\$1,500
O	Video Gaming Cafes	\$3,750	\$5,000
P	Restaurants with video gaming machines	\$3,750	\$5,000
	Video Gaming Fee	Year 2023 License Fee	Year 2024 and Subsequent Years' Licensing Fees
	Video gaming license fee, per machine	\$375, per machine	\$500, per machine

SECTION TWO. Any ordinance, or portion of any ordinance, in conflict with the provisions of this ordinance, is hereby repealed solely to the extent of said conflict.

SECTION THREE. This Ordinance shall be in full force and effect from and after its passage and approval and publication in the manner provided by law.

PASSED and **APPROVED** this 10th day of October, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLES:

- i. ORDINANCE NO. _____ - AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AUTHORIZING MEMBERSHIP AND PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM
- ii. RESOLUTION NO. _____ - A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING AND AUTHORIZING PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM FIVE (5)-YEAR CONTRACTUAL PROGRAM

AGENDA NO. 5.f.**AGENDA DATE: 10/10/2022****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.

As presented at the September 26, 2022 Village Board of Trustees Committee of the Whole meeting, a comparison of costs incurred for 2021 tree purchases were provided to the Board. Staff conducted a cost comparison for 2021 tree purchases as an individual entity and as a member of the Suburban Tree Consortium. It was found that the Village would have saved \$3,553 on 2021 tree purchases if it had been a member of the Suburban Tree Consortium. As such, the Village Board of Trustees recommends that the Village join the STC's Five-Year Contractual Program.

This agenda item includes an ordinance to formally join the Suburban Tree Consortium and a resolution to participate in the STC's Five-Year Contractual Program.

STAFF RECOMMENDATION

Staff recommends joining the Suburban Tree Consortium as a Five-Year Contractual Program member.

ACTION PROPOSED: Pass the Ordinance and Adopt the Resolution.



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

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

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					234					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

Customer is responsible to have unloading crew and equipment on site

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	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"					
Green Column Black Maple	Acer nigrum 'Green Column'	Spring/Fall	251	288	335	375	251	288	335	375	256	294	342	383	256	294	342	383	258	297	342	383					
Columnar Norway Maple	Acer platanoides 'Columnare'	Spring/Fall	208	231	279	313	208	231	279	313	212	236	285	319	214	238	288	319	216	245	310	335					
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	218	242	290	323	218	242	290	323	222	247	296	329	222	247	296	329									
Emerald Lustre Norway Maple	Acer platanoides Emerald Lustre®	Spring/Fall	208	231	279	313	208	231	279	313	212	236	285	319	214	238	288	319	216	245	310	335					
Armstrong Gold Maple	Acer rubrum 'Armstrong Gold'	Spring	224	247	295	329	224	247	295	329	228	252	301	336	228	252	301	336	230	265	316	339					
Red Sunset Red Maple	Acer rubrum Red Sunset™	Spring	224	247	295	329	224	247	295	329	228	252	301	335	228	252	301	335	228	252	301	335					
Redpoint Red Maple	Acer rubrum 'Redpoint'™	Spring	236	258	304	346	236	258	304	346	241	263	310	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	335	228	252	301	335	228	252	301	335					
Crimson Sunset Maple	Acer truncatum 'Crimson Sunset'	Spring/Fall	231	268	315	365	231	268	315	365	236	273	321	372	238	276	324	372	240	279	324	372					
Autumn Fest Sugar Maple	Acer saccharum 'Autumn Fest'	Spring/Fall	227	245	297	327	227	245	297	327	231	250	303	333	233	253	306	333									
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

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

POSSIBILITY PLACE NURSERY PRICING FOR SUBURBAN TREE CONSORTIUM

[illegible]

Spring Grove Nursery Prices for Suburban Tree Consortium - Exhibit B

Revised 8-6-21

		Planting Season	Fall 2021/Spring 2022	Fall 2022/Spring 2023	Fall 2023/Spring 2024	Fall 2024/Spring 2025	Fall 2025/Spring 2026	
Common Name	Scientific Name	2"	2.5"	3.0"	3.5"	2"	2.5"	3.0"
Amur Flame Maple	Acer ginnala 'Flame'	Spring/Fall	211	243	276			
						219	253	287
Rugged Ridge Maple	Acer miyabei 'JFS-KW3AMI'	Spring/Fall	222	254	287			
State Street Maple	Acer miyabei 'Morton'	Spring/Fall	222	254	287			
						231	264	298
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	200	243	276			
Emerald Lustre Norway Maple	Acer platanoides 'Pond'	Spring/Fall	200	243	276			
						208	253	287
Armstrong Gold Red Maple	Acer rubrum 'Armstrong Gold'	Spring/Fall Caution	222	254	287			
Red Sunset Red Maple	Acer rubrum 'Frankford'	Spring/Fall Caution	222	254	287	335	231	264
Redpointe Red Maple	Acer rubrum 'Redpointe'	Spring/Fall Caution	222	254	287	335	231	264
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring/Fall Caution	222	254	287	335	231	264
						231	264	298
Fall Fiesta Sugar Maple	Acer saccharum 'Ballista'	Spring/Fall	222	254	287			
Green Mountain Sugar Maple	Acer saccharum 'Green Mountain'	Spring/Fall	222	254	287			
Crescendo Sugar Maple	Acer saccharum 'Morton'	Spring/Fall	222	254	287			
						231	264	298
Hot Wings Maple	Acer tataricum 'GarAnn'	Spring/Fall	222	254	315			
						231	264	328
Crimson Sunset Maple	Acer truncatum x A. platanoides 'JFS-KW202'	Spring/Fall	222	254	315			
Pacific Sunset Maple	Acer truncatum x A. platanoides 'Warrenred'	Spring/Fall	222	254	287	355	231	264
						296		
Autumn Fantasy Maple	Acer x freemani 'Autumn Fantasy'	Spring/Fall	211	243	276			
Matador Maple	Acer x freemani 'Balisora'	Spring/Fall				219	253	287
Celebration Maple	Acer x freemani 'Celzam'	Spring/Fall	211	243	276	335	219	253
Autumn Blaze Maple	Acer x freemani 'Jeffersred'	Spring/Fall	211	243	276	335	219	253
						287		
Autumn Splendor Horsechestnut	Aesculus arnoldiana 'Autumn Splendor'	Spring/Fall Caution	233	265	297			
Early Glow Buckeye	Aesculus glabra 'JN Select'	Spring/Fall Caution	233	265	297			
Yellow Buckeye	Aesculus octandra	Spring/Fall Caution	233	265	297			
						242	276	309
Spaeth's Alder	Alnus x spaethii	Spring/Fall Caution	222	254	287			
						231	264	298
Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	Spring/Fall	222	254	287			
Lustre Allegheny Serviceberry	Amelanchier laevis 'Lustre'	Spring/Fall						
						235	270	304
River Birch	Betula nigra	Spring	189	211	233			
Heritage River Birch	Betula nigra 'Cully'	Spring	189	211	233			
Dakota Pinnacle Birch	Betula platyphylla 'Tango'	Spring	189	211	233			
						197	219	241
Pyramidal European Hornbeam	Carpinus betulus 'Fastigiata'	Spring	222	254	287			
Emerald Avenue Hornbeam	Carpinus betulus 'JFS-KW1CB'	Spring	222	254	305			
American Hornbeam	Carpinus caroliniana	Spring	222	254	287			
Firespire American Hornbeam	Carpinus caroliniana 'JN Upright'	Spring						
JN Strain American Hornbeam	Carpinus caroliniana 'JN Strain'	Spring						
						201	224	247
Northern Catalpa	Catalpa speciosa	Spring/Fall	200	233	265			
Heartland Catalpa	Catalpa speciosa 'Hawatha'	Spring/Fall	200	233	265			
Purple Catalpa	Catalpa x erubescens 'Purpurea'	Spring/Fall	200	233	265			

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"	
Hackberry	Celtis occidentalis	Spring/Fall	211	238	276		219	247	287		240	286	330
Eastern Redbud	Cercis canadensis	Spring	222	254	287		231	264	298		252	296	342
Perkins Pink Yellowwood	Cladastis kentukea 'Perkins Pink'	Spring	222	254	287		231	264	298		263	308	342
Yellowwood	Cladrastis kentukea	Spring							235	270	263	308	342
Pagoda Dogwood	Cornus alternifolia	Spring/Fall							235	270	240	286	
Golden Glory Corneliancherry Dogwood	Cornus mas 'Golden Glory'	Spring/Fall	222	254			231	264	235	270	240	286	
Turkish Filbert	Corylus cornuta	Spring	222	254			231	264	235	270	252	286	
Thornless Cockspur Hawthorn	Crataegus crusgalli v. inermis	Spring	178	211	243		186	219	253		207	241	275
Thornless Cockspur Hawthorn	Crataegus viridis 'Winter King'	Spring	178	211	243		186	219	253		207	241	275
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring/Fall	276	308			287	321	293	327	320	364	
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall							293	327	320	364	
Skyline Honeylocust	Gleditsia triacanthos 'Skycole'	Spring/Fall	211	243	276		219	253	287		240	286	330
Streetkeeper Honeylocust	Gleditsia triacanthos 'Street Keeper'	Spring/Fall	211	243	276		219	253	287		240	286	330
Northern Sentinel Honeylocust	Gleditsia triacanthos 'JFS GMorgenson1'	Spring/Fall							224	258	240	286	330
Kentucky Coffee Tree	Gymnocladus dioicicus	Spring/Fall	222	254	287		231	264	298		242	286	330
Espresso Kentucky Coffee Tree	Gymnocladus dioicicus 'Espresso-JFS'	Spring/Fall	222	254	287		231	264	298		242	286	330
Skinny Latte Kentucky Coffee Tree	Gymnocladus dioicicus 'Morton'	Spring/Fall					231	264	235	270	240	275	310
True North Kentucky Coffee Tree	Gymnocladus dioicicus 'UMN Synergy'	Spring/Fall	222	254	287		231	264	298		242	286	330
Moraine Sweetgum	Liquidambar styraciflua 'Moraine'	Spring	243	276	308		253	287	321		263	305	351
Worpelston Sweetgum	Liquidambar styraciflua 'Worpelston'	Spring	243	276	308		253	287	321		263	305	351
Tulip Tree	Liriodendron tulipifera	Spring	243	276	308		253	287	321		263	305	351
Arnold Tulip Tree	Liriodendron tulipifera 'Arnold'	Spring	243	276	308		253	287	321		263	305	351
Emerald City Tulip Tree	Liriodendron tulipifera 'JFS-Oz'	Spring	243	276	308		253	287	321		263	305	351
Amur Maackia	Maackia amurensis	Spring/Fall	211	243			219	253	224	258	241	274	
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring/Fall	211	243	276		219	253	224	258	241	274	320
Butterflies Magnolia	Magnolia acuminata 'Butterflies'	Spring	211	243			219	253	224	258	241	274	
Firebird Crabapple	Malus sargentii 'Select A'	Spring/Fall	189	222			197	231	201	235	213	247	
Golden Raindrops Crabapple	Malus 'Schmidtcutleaf'	Spring/Fall	189	222			197	231	201	235	213	247	
Prairifire Crabapple	Malus 'Prairifire'	Spring/Fall	189	222			197	231	201	235	213	247	
Profusion Crabapple	Malus 'Profusion'	Spring/Fall	189	222			197	231	201	235	213	247	
Red Jewel Crabapple	Malus 'Jewelcole'	Spring/Fall	189	222			197	231	201	235	213	247	
Royal Raindrops Crabapple	Malus 'JFS-KV5'	Spring/Fall	189	222			197	231	201	235	213	247	
Sargent Tina Crabapple	Malus sargentii 'Tina'	Spring/Fall	189	222			197	231	201	235	213	247	
Snow Time Crabapple	Malus 'Shottan'	Spring/Fall	189	222			197	231	201	235	213	247	
Spring Snow Crabapple	Malus 'Spring Snow'	Spring/Fall	189	222			197	231	201	235	213	247	
Gladiator Crabapple	Malus x adstringens 'Durlco'	Spring/Fall	189	222			197	231	201	235	213	247	

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	228	263	298
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

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"		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	Spring 2027	Spring 2028	Spring 2029	Spring 2030	Spring 2031
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"	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"
Autumn Blaze® Freemanii Maple	Acer x freemanii 'Jeffersred'	Spring & Fall	175 185 195	185 195 205	195 205 225	205 215 235	215 235 255	235 255 275	255 275 295	275 295 315	295 315 335	315 335 355
Celebration® Maple	Acer x freemanii 'Celkam'	Spring & Fall	175 185 195	185 195 205	195 205 225	205 215 235	215 235 255	235 255 275	255 275 295	275 295 315	295 315 335	315 335 355
Matador™ Freemanii Maple	Acer x freemanii 'Ballston'	Spring & Fall	175 185 195	185 195 205	195 205 225	205 215 235	215 235 255	235 255 275	255 275 295	275 295 315	295 315 335	315 335 355
Sienna Glen® Freemanii Maple	Acer x freemanii 'Sienna Glen'	Spring & Fall	175 185	185 195	195 205 225	205 215 235	215 235 255	235 255 275	255 275 295	275 295 315	295 315 335	315 335 355
State Street™ Maple	Acer miyabei 'Morton' State Street	Spring & Fall	205 225	210 230	225 245	235 255	255 275 295	275 295 315	295 315 335	315 335 355	335 355 375	355 375 395
Crimson King Norway Maple	Acer platanoides 'Crimson King'	Spring & Fall	205 230	210 235	235 255	255 275 295	275 295 315	295 315 335	315 335 355	335 355 375	355 375 395	375 395 415
Redpointe® Maple	Acer rubrum 'Frank Jr' PP16769	Spring & Fall	200 215	210 225	235 255	245 265	265 285 305	285 305 325	305 325 345	325 345 365	345 365 385	365 385 405
Crimson Sunset® Maple *NEW*	Acer truncatum x Acer platanoides 'JFS-KW202' PP21838	Spring & Fall			235	245 265	265 285 305	285 305 325	305 325 345	325 345 365	345 365 385	365 385 405
Briotiti (Ruby Red) Red Horsechestnut	Aesculus x carnea 'Briotiti'	Spring only		210		260 270	270 285 300	285 300 315	300 315 325	315 325 340	325 340 355	340 355 370
Fort McHair Red Horsechestnut	Aesculus x carnea 'Ft. McHair'	Spring only	200 225			260 270	270 285 300	285 300 315	300 315 325	315 325 340	325 340 355	340 355 370
Blue Beech	Carpinus caroliniana	April-May only			240 250	250 260	260 270	270 285 300	285 300 315	300 315 325	315 325 340	325 340 355
Catalpa	Catalpa speciosa	Spring only		180 190	190 200	205 215	215 225	225 235	235 245	245 255	255 265	265 275
Common Hackberry	Celtis occidentalis	Spring & Fall	185 195	185 195 210	195 205	215 225	225 235	235 245	245 255	255 265	265 275	275 285
Eastern Redbud	Cercis canadensis #45 containers (no guarantee)	Spring	180 190	190 200	230 240	240 250	250 260	260 270	270 285 300	285 300 315	300 315 325	315 325 340
Dawyck Purple Beech	Fagus sylvatica 'Dawyck Purple'	Late Spring only	245	285	285 295	305 315	315 325	325 335	335 345	345 355	355 365	365 375
Red Obelisk European Beech	Fagus sylvatica 'Red Obelisk'	Late Spring only	315	285	285 295	305 315	315 325	325 335	335 345	345 355	355 365	365 375
Rivers Purple Beech	Fagus sylvatica 'Riversii'	Late Spring only	275	285 295	285 295	305 315	315 325	325 335	335 345	345 355	355 365	365 375
Tricolor European Beech	Fagus sylvatica 'Roseomarginata'	Late Spring only	275	285	305 325	305 325	325 335	335 345	345 355	355 365	365 375	375 385
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring & Fall	315	315	330 345	335 350	350 365	365 380	380 395	395 410	410 425	425 440
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring & Fall	315	315	330 345	335 350	350 365	365 380	380 395	395 410	410 425	425 440
Shangri-La Ginkgo	Ginkgo biloba 'Shangri-La'	Spring & Fall	315 325	315 330	330 345	335 350	350 365	365 380	380 395	395 410	410 425	425 440
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring & Fall			330 345	335 350	350 365	365 380	380 395	395 410	410 425	425 440
Skyline® Honeylocust	Gleditsia triacanthos 'Skycole'	Spring & Fall	185 195	205 225	220 240 255	230 250 265	265 285 300	300 315 330	315 330 345	345 360 375	375 390 405	405 420 435

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"
			190	205 225	200 215		215 230		235 250		235 250	
Kentucky Coffeetree	Gymnocladus dioica	Spring & Fall										
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									
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									
Ruby Tears™ Crabapple	Malus 'Bailears' PP22,001	Weeping form										
Sargent Tina Crabapple	Malus Sargent Tina	Spring & Fall	155 165		170 180		170 180		185 195		195 215	
Show Time™ Crabapple	Malus 'Shottzani'	Spring & Fall	190 200		190 200		175 185		190 200		195 215	
Spring Snow Crabapple	Malus x 'Spring Snow'	Spring & Fall	155 165		165 175		170 180		185 195		195 215	
Starlite® Crabapple	Malus x 'Jeffite'	Spring & Fall	155 165		190 200		175 180		190 200		195 215	
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					225 260					
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"
Ball Size Bid On Tree Installation	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"	42-47.5"	48-53.5"
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
Delivery from Spring 2022 thru Fall 2022 from Wilson, Klehm & Fiore Nurseries:							
	18.00	20.00	23.00	30.00	35.00	47.00	56.00
Delivery for Spring 2022 thru Fall 2022 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	21.00	24.00	27.00	35.00	37.00	53.00	63.00
Delivery for Spring 2022 thru Fall 2022 from Possibility Place Nursery & Spring Grove Nursery:							
	29.00	33.00	36.00	41.00	46.00	56.00	71.00
Delivery from Spring 2023 thru Fall 2023 from Wilson, Klehm & Fiore Nurseries:							
	19.00	21.00	24.00	31.00	36.00	48.00	58.00
Delivery for Spring 2023 thru Fall 2023 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	22.00	25.00	28.00	36.00	38.00	55.00	65.00
Delivery for Spring 2023 thru Fall 2023 from Possibility Place Nursery & Spring Grove Nursery:							
	30.00	34.00	37.00	42.00	47.00	58.00	73.00
Delivery from Spring 2024 thru Fall 2024 from Wilson, Klehm & Fiore Nurseries:							
	19.50	21.50	24.50	31.50	36.50	55.00	65.00
Delivery for Spring 2024 thru Fall 2024 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	22.50	25.50	28.50	36.50	38.50	60.00	73.00
Delivery for Spring 2024 thru Fall 2024 from Possibility Place Nursery & Spring Grove Nursery:							
	30.50	34.50	37.50	42.50	47.50	65.00	81.00
Delivery from Spring 2025 thru Fall 2025 from Wilson, Klehm & Fiore Nurseries:							
	21.00	23.00	26.00	34.00	39.00	61.00	72.00
Delivery for Spring 2025 thru Fall 2025 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	24.00	28.00	31.00	39.00	42.00	67.00	81.00
Delivery for Spring 2025 thru Fall 2025 from Possibility Place Nursery & Spring Grove Nursery:							
	33.00	37.00	40.00	46.00	51.00	72.00	90.00
Delivery from Spring 2026 thru Fall 2026 from Wilson, Klehm & Fiore Nurseries:							
	23.00	25.00	28.25	37.00	42.50	66.50	78.50
Delivery for Spring 2026 thru Fall 2026 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	26.00	30.50	33.75	42.50	45.75	73.00	88.25
Delivery for Spring 2026 thru Fall 2026 from Possibility Place Nursery & Spring Grove Nursery:							
	36.00	40.25	43.50	50.25	55.50	78.50	98.00
Mulch Spring 2022 thru Fall 2022							
	12.00	13.00	14.00	15.00	16.00	16.50	17.50
Mulch Spring 2023 thru Fall 2023							
	13.00	14.00	15.00	16.00	17.00	17.50	18.50
Mulch Spring 2024 thru Fall 2024							
	14.00	15.00	16.00	17.00	18.00	18.50	19.50
Mulch Spring 2025 thru Fall 2025							
	17.00	18.00	19.00	20.00	21.00	21.00	22.00
Mulch Spring 2026 thru Fall 2026							
	18.50	19.75	20.75	21.75	23.00	23.00	24.00

Extra Services 2022 Season:

Gator Bag Brand Water Bags	23.75
Generic Water Bags	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
Cut Basket/Remove (in addition to above cost)		
	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

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
Delivery from Spring 2022 thru Fall 2022 from Wilson, Klehm & Fiore Nurseries:	22.50	26.75	30.25	34.75	44.75
Delivery from Spring 2022 thru Fall 2022 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:	25.75	30.25	36.00	41.50	51.50
Delivery from Spring 2022 thru Fall 2022 from Possibility Place Nursery & Spring Grove Nursery:	33.50	38.00	42.50	50.50	56.00
Delivery from Spring 2023 thru Fall 2023 from Wilson, Klehm & Fiore Nurseries:	23.00	28.00	31.00	36.00	46.00
Delivery from Spring 2023 thru Fall 2023 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:	27.00	31.00	37.00	43.00	53.00
Delivery from Spring 2023 thru Fall 2023 from Possibility Place Nursery & Spring Grove Nursery:	35.00	39.00	44.00	52.00	58.00
Delivery from Spring 2024 thru Fall 2024 from Wilson, Klehm & Fiore Nurseries:	24.50	29.50	32.50	37.50	47.50
Delivery from Spring 2024 thru Fall 2024 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:	28.50	32.50	38.50	44.50	54.50
Delivery from Spring 2024 thru Fall 2024 from Possibility Place Nursery & Spring Grove Nursery:	36.50	40.50	45.50	53.50	59.50
Delivery from Spring 2025 thru Fall 2025 from Wilson, Klehm & Fiore Nurseries:	27.00	33.00	36.00	42.00	53.00
Delivery from Spring 2025 thru Fall 2025 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:	32.00	36.00	43.00	50.00	61.00
Delivery from Spring 2025 thru Fall 2025 from Possibility Place Nursery & Spring Grove Nursery:	41.00	45.00	51.00	60.00	67.00
Delivery from Spring 2026 thru Fall 2026 from Wilson, Klehm & Fiore Nurseries:	29.50	36.00	39.25	45.75	57.75
Delivery from Spring 2026 thru Fall 2026 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:	35.00	39.24	47.0039.25	54.50	66.50
Delivery from Spring 2026 thru Fall 2026 from Possibility Place Nursery & Spring Grove Nursery:	44.75	49.00	55.75	65.50	73.00
Mulch Spring 2022 thru Fall 2022	18.00	19.00	20.00	22.00	26.00
Mulch Spring 2023 thru Fall 2023	19.00	20.00	21.00	23.00	27.00
Mulch Spring 2024 thru Fall 2024	20.00	21.00	22.00	24.00	28.00
Mulch Spring 2025 thru Fall 2025	22.00	23.00	24.00	26.00	29.00
Mulch Spring 2026 thru Fall 2026	24.00	25.00	26.00	28.00	32.00
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	

ORDINANCE NO. 22-O-___

**AN ORDINANCE OF THE VILLAGE OF WILLOWBROOK AUTHORIZING
MEMBERSHIP AND PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM**

WHEREAS, the Village of Willowbrook 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 Willowbrook has a concern about and is cognizant of 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 planting of trees on property located within the municipality.

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 Mayor of the Village of Willowbrook and Village Clerk are hereby authorized to accept, on behalf of the municipality, the contracts and bylaws of the Suburban Tree Consortium which are, by this Ordinance, approved. 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 TWO. The participation of the Village of Willowbrook, as a member of the agency, shall commence on the date membership of the Village of Willowbrook is accepted by the Board of Directors of the Suburban Tree Consortium. The Village of Willowbrook shall appoint a representative to the Suburban Tree Consortium Board.

SECTION THREE. This Ordinance shall be in full force and effect from and after its passage and approval and publication in the manner provided by law.

PASSED and **APPROVED** this 10th day of October, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

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.

RESOLUTION NO. 22-R-_____

**A RESOLUTION OF THE VILLAGE OF WILLOWBROOK APPROVING
AND AUTHORIZING PARTICIPATION IN THE SUBURBAN TREE
CONSORTIUM FIVE (5)-YEAR CONTRACTUAL PROGRAM**

WHEREAS, the Village of Willowbrook 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 and to jointly enter into long term contracts for the purchase and delivery of 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 (5) years.

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

SECTION 1. The Village of Willowbrook does, by this Resolution, hereby express its intent to join and remain a member of the Suburban Tree Consortium and to procure parkway trees through the Consortium, subject to sufficient annual budgeting therefore for the five (5)-year

period. A summary of the anticipated five (5)-year order is attached hereto as Exhibit “A”, and made a part hereof.

SECTION 2. All ordinances and resolutions, or parts of any ordinances or resolutions, in conflict with this resolution, are hereby repealed solely to the extent of said conflict.

SECTION 3. This Resolution shall take effect upon its passage and approval in the manner provided by law.

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

PASSED and APPROVED by the Mayor and Board of Trustees of the Village of Willowbrook this 10th day of October, 2022 by a ROLL CALL VOTE as follows:

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

EXHIBIT “A”

West Central Municipal Conference (WCMC) - Suburban Tree Consortium (STC)
Anticipated 5 Year Order – Village of Willowbrook Tree Purchases
Fall 2021 – Spring 2025

Fall 2021/Spring 2022

- Seasons have passed, no purchases made as a consortium member.

Fall 2022/Spring 2023

Tree Type	Size/Diameter	Quantity
Autumn Blaze Freeman Maple	2.5"	4
State Street Maple	3.5"	1
Emerald Lustre Norway Maple	2.5"	2
Northern Catalpa	3.5"	2
Heartland Catalpa	3"	1
Emerald Green Arborvitae	6'	18
Emerald Green Arborvitae	5'	8

Fall 2023/Spring 2024

Tree Type	Size/Diameter	Quantity
Autumn Blaze Freeman Maple	2.5"	1
State Street Maple	3.5"	1
Swamp White Oak	2.5"	4
Burr Oak	3.5"	3
Heartland Catalpa	3"	1
Emerald Green Arborvitae	6'	15
Emerald Green Arborvitae	5'	6

Fall 2024/Spring 2025

Tree Type	Size/Diameter	Quantity
Autumn Blaze Freeman Maple	2.5"	2
Ohio Buckeye	2"	3
Northern Catalpa	3.5"	2
Heartland Catalpa	3"	1
Common Hackberry	2.5"	6
Emerald Green Arborvitae	6'	9
Emerald Green Arborvitae	5'	14

Fall 2025/Spring 2026

Tree Type	Size/Diameter	Quantity
State Street Maple	3.5"	8
Swamp White Oak	3.5"	6
Emerald Lustre Norway Maple	2.5"	1
Northern Catalpa	3.5"	2
Burr Oak	3"	3
Emerald Green Arborvitae	6'	7
Emerald Green Arborvitae	5'	7


VILLAGE OF WILLOWBROOK

BOARD OF TRUSTEES

AGENDA ITEM – HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE AMENDING TITLE 6, ENTITLED “HEALTH CODE, NUISANCES,” OF THE VILLAGE CODE OF ORDINANCES OF THE VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO CHAPTER 6, ENTITLED “WATER SERVICE”

AGENDA NO. 6**AGENDA DATE: 10/10/2022****STAFF REVIEW:** Andrew Passero, Public Works ForemanSignature: 

Virginia Stoltz, Public Works Coordinator

Signature: V. Stoltz / jw

LEGAL REVIEW: Tom Bastian, Village AttorneySignature:  / cm**RECOMMENDED BY:** Sean Halloran, Village AdministratorSignature: 

At the May 10, 2021 Board of Trustees meeting, staff presented an agreement with Christopher Burke Engineering to perform a water rate study. Since that meeting, staff has worked with representatives from Christopher Burke Engineering to evaluate the Village’s water rate, finances, future planning, existing infrastructure, and neighboring municipalities. The last water rate increase was January 1, 2015.

As of right now, the Village does not have an established system for setting water rates or rate adjustments. Every couple of years, a water system needs an assessment to evaluate the age of the water mains, pipes, valves and other system components in an effort to determine the future capital needs of the system. The goal of this study was to evaluate funding for future capital improvement needs and operational expenses as compared to existing and proposed rate structures. The results of the analysis provided direction to the Board and staff for justification of any water rates increases moving forward.

At the June 27, 2022 meeting, the Board of Trustees provided direction to staff to research a blended rate model, which includes a fixed monthly fee and a volume charge. The Village Board also directed staff to think through a model that would pivot residential customers from a quarterly billing cycle to a monthly billing cycle.

At the August 22, 2022 Committee of the Whole meeting, the Village Board gave positive direction regarding staff’s recommendation of a blended rate and to switch residents from a quarterly billing cycle to a monthly billing cycle effective January 1, 2023. Based on the feedback provided, the final rates are below which is exactly what the Board saw at the August 22, 2022 Committee of the Whole meeting.

A. RESIDENTIAL CUSTOMERS:

	Billing Rate		Billing Frequency
	<u>Fixed Monthly Fee</u>	<u>Volume Charge per 1,000 gallons</u>	
Residential – <i>Single Family Home</i>	\$15.00	\$10.00	Monthly
Residential – <i>Multi-Family</i>	\$15.00	\$10.00	Monthly

B. COMMERCIAL CUSTOMERS:

	Billing Rate		Billing Frequency
	<u>MINIMUM BILLS (UNDER 32,000 GALLONS)</u>	<u>Volume Charge per 1,000 gallons over 32,000 gallons</u>	
Commercial – ⅝ and ¾	\$144.87	\$11.00	Monthly
Commercial – 1	\$174.58	\$11.25	Monthly
Commercial – 1 ½	\$269.71	\$11.50	Monthly
Commercial – 2	\$332.16	\$11.75	Monthly
Commercial – 3	\$408.98	\$12.00	Monthly
Commercial – 4	\$644.34	\$12.25	Monthly

*For Commercial billing, if the user uses more than 32,000 gallons, they will **not** be charged the minimum. The user will only be charged the charge per 1,000 gallons.

PROPOSED VS. EXISTING:

A. RESIDENTIAL

EXISTING		
	Billing Rate	Billing Frequency
Residential – <i>Single Family Home</i>	1) \$9.67/1,000 up to 36,000 Gal 2) \$11.14/1,000 over 36,000 Gal 3) Min. Bill is \$78.56 up to 9,000 Gal quarterly	Quarterly
Residential – <i>Multi-Family</i>	1) \$9.67/1,000 up to 36,000 Gal 2) \$11.14/1,000 over 36,000 Gal	Mixed

PROPOSED			
	Billing Rate		Billing Frequency
	<u>Fixed Monthly Fee</u>	<u>Volume Charge per 1,000 gallons</u>	
Residential – <i>Single Family Home</i>	\$15.00	\$10.00	Monthly
Residential – <i>Multi-Family</i>	\$15.00	\$10.00	Monthly

B. COMMERCIAL

EXISTING			
	Billing Rate		Billing Frequency
	<u>MINIMUM BILLS (UNDER 12,000 GALLONS)</u>	<u>Volume Charge per 1000 gallons over 12,000 Gallons</u>	
Commercial – $\frac{5}{8}$ and $\frac{3}{4}$	\$124.87	1) \$9.67 under 2) \$11.14 over	Monthly
Commercial – 1	\$154.58	1) \$9.67 under 2) \$11.14 over	Monthly
Commercial – 1 $\frac{1}{2}$	\$249.71	1) \$9.67 under 2) \$11.14 over	Monthly
Commercial – 2	\$312.16	1) \$9.67 under 2) \$11.14 over	Monthly
Commercial – 3	\$388.98	1) \$9.67 under 2) \$11.14 over	Monthly
Commercial – 4	\$624.34	1) \$9.67 under 2) \$11.14 over	Monthly

PROPOSED			
	Billing Rate		Billing Frequency
	<u>MINIMUM BILLS (UNDER 32,000 GALLONS)</u>	<u>Volume Charge per 1,000 gallons over 32,000 gallons</u>	
Commercial – $\frac{5}{8}$ and $\frac{3}{4}$	\$144.87	\$11.00	Monthly
Commercial – 1	\$174.58	\$11.25	Monthly
Commercial – 1 $\frac{1}{2}$	\$269.71	\$11.50	Monthly
Commercial – 2	\$332.16	\$11.75	Monthly
Commercial – 3	\$408.98	\$12.00	Monthly
Commercial – 4	\$644.34	\$12.25	Monthly

While the Village has not increased water rates since January 1, 2015, staff believes the new model will increase rates on an incremental basis. The proposed model will assist the Village in building up the capital reserves for future water capital projects over the next 10 years.

ACTION PROPOSED: Pass the Ordinance.

ORDINANCE NO. 22-0-____

**AN ORDINANCE AMENDING TITLE 6, ENTITLED
"HEALTH CODE, NUISANCES," OF THE VILLAGE CODE OF ORDINANCES OF THE
VILLAGE OF WILLOWBROOK, DUPAGE COUNTY, ILLINOIS BY ADDING THERETO
CHAPTER 6, ENTITLED "WATER SERVICE"**

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County, Illinois, that Title 6 of the Village Code of Ordinances, as amended, is hereby further amended by adding thereto Chapter 6, entitled "Water Service ", to read as follows:

SECTION ONE:

"Chapter 6 - Water Service

6-6-1: DEFINITION:

The term "water system of the Village of Willowbrook" shall mean all physical assets used for the production, storage and distribution of water whether owned, operated, leased, purchased, possessed or maintained by the Village of Willowbrook. (Ord. 78-O-11, 2-27-1978)

6-6-2: CONNECTION:

(A) Permit:

1. Connection And Permit Required: It shall be the duty of the owner and/or occupant of any house, dwelling, building, factory or industrial or commercial establishment, adjacent to the water system of the Village of Willowbrook, to cause such premises to be connected to such system. It shall be the duty of the owner and/or occupant of any house, dwelling, building, factory or industrial or commercial establishment which is rendered adjacent to the water system of the Village of Willowbrook to cause such premises to be connected to such system within two (2) years of the date upon which such premises are rendered adjacent to such system.

For purposes of this subsection, premises shall be deemed to be adjacent to the water system of the Village where a water main is located in a public right-of-way or easement contiguous to such premises and said water main extends along the entire frontage of such premises. Further, premises shall not be deemed to be adjacent to the water system of the Village where connection to such system would require tunneling or boring for a distance of greater than two hundred feet (200') under any roadway, building or flowing stream. (Ord. 04-O-18, 4-26-2004)

No person shall make any connection to the water system of the Village without first having obtained a permit therefor. Application for permits shall be made to the Village Administrator or his/her designee, on the form provided by the Village and shall be accompanied by the following: (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)

(a) Payment of all applicable fees and charges.

(b) A sketch plan showing the location of the proposed service line and the point at which the main will be tapped. (Ord. 04-O-18, 4-26-2004)

All permits shall be signed by the Village Administrator or his/her designee.

The Board of Trustees may, by ordinance, grant variations from the regulations imposed under this subsection. An application for a variation shall be filed with the Village Administrator or his/her designee, and shall identify the specific unique circumstances affecting the subject property and the specific detriment which would result in the absence of the requested variation. The Village Administrator or his/her designee shall promptly review each application and forward the same, along with recommendations thereon, to the Board of Trustees. No variation shall be granted unless unique circumstances affecting the subject property, not of the property owner's creation, would result in some substantial detriment in the absence of the requested variation, nor shall a variation be granted if any material detriment to the public health, safety or welfare would result therefrom. Financial hardship shall not constitute unique circumstances or a substantial detriment for the purposes of this subsection. The Board of Trustees may impose such conditions or restrictions upon the grant of any variation as may be necessary or appropriate to further the purpose and intent of the connection requirements of this subsection.

2. Denial Of Permit, Hearing: The Village Administrator or his/her designee may deny a connection permit for any one or more of the following reasons: (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)

(a) The application for a permit is not complete in accordance with subsection (A)1 of this section;

(b) The person who is to make the connection to the water system is not a licensed plumber;

(c) A licensed plumber set forth in the application has previously violated any rules or regulations contained in this chapter governing the making of connections to the water system of the Village;

(d) A licensed plumber set forth in the application has previously made any connection to the water system of the Village in a manner which endangered the potable water supply of the Village or any portion thereof, or in a manner which evidenced a negligent disregard for the safety of the potable water supply of the Village, or any portion thereof. (Ord. 04-O-18, 4-26-2004)

If the Village Administrator or his/her designee denies any connection permit, he shall notify the applicant in writing of the denial and the reasons therefor. Any person aggrieved by a decision of the Village Administrator or his/her designee, in denying any connection permit shall have the right to appeal to the Village in accordance with the procedural guidelines set forth in section 3-1-15 of this Code.

3. Suspension, Revocation Of Permits: The Village Administrator or his/her designee shall have the right to suspend any connection permit and issue a stop work order for a period not to exceed fourteen (14) days if any person: (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)

(a) Violates any rule or regulation contained in this chapter governing the making of connections to the water system of the Village; or

(b) Performs any work so as to endanger the potable water supply of the Village or any portion thereof, or which evidences a negligent disregard for the safety of the potable water supply of the Village, or any portion thereof. (Ord. 04-O-18, 4-26-2004)

(A) Location And Cost: All connections to the water system of the Village of Willowbrook shall be made at the water main by a licensed plumber. Each applicant shall provide and pay for the cost of construction, both labor and materials, of the water service from the main to the premises to be served. Any licensed plumber performing work under this Code shall have on file with the Village of Willowbrook a properly executed bond. (Ord. 04-O-18, 4-26-2004)

(B) Meters: All connections to the Village of Willowbrook water system must be metered with a meter and outside reading device furnished by the Village of Willowbrook unless excepted by subsection (F)5 of this section; however, the use and installation of outside reading devices will be at the discretion of the Village of Willowbrook. The cost of each such meter and reading device shall be paid by the applicant as part of the building permit fee. Such meter and reading device shall, however, be the property of the Village of Willowbrook. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-12, 5-9-2005)

All meters and reading devices provided for herein shall be installed by the Village Administrator or his/or designee of the Village in a location that will be easily accessible to both applicant and any officer or employee of the Village of Willowbrook. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)

The cost of any repair or replacement of a meter or reading device shall be borne by the Village of Willowbrook, except in the event that the repair or replacement was necessitated by the negligence of any user.

Any meter in excess of two inches (2") must be a compound meter.

(C) Installment And Inspection Of Water System Connections: The following regulations shall be applicable to any person making connection to the water system of the Village:

1. All water system connections, including meter installation or well disconnections, shall be performed between the hours of seven o'clock (7:00) A.M. and three thirty o'clock (3:30) P.M. Monday through Friday.

2. The licensed plumber performing such work shall give twenty four (24) hours' advance notice to the Village prior to any work being performed.

3. All water system connections, including backfilling, shall be completed within two (2) working days.

4. The Village must inspect and approve each water system connection before backfilling.

5. The licensed plumber performing such work shall notify the Village and request an inspection before backfilling is permitted. (Ord. 04-O-18, 4-26-2004)

6. Restoration of all rights-of-way shall be completed within thirty (30) days after the licensed plumber begins work under any permit. An extension for completing the restoration may be granted only with written authorization from the Village Administrator or his/her designee. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)

7. All work shall otherwise be in conformance with the provisions of this chapter. (Ord. 04-O-18, 4-26-2004)

(D) Opening Valves: No service to any user shall be turned on or valve opened by any person other than the Village Administrator or his/her designee, or other duly authorized employee of the Village of Willowbrook. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)

(E) Connection Charge: All charges for making connection to the water system of the Village shall be payable at the time of any application and shall be in the following amounts:

1. Single-Family Detached Residences: The Village shall require that all single-family detached residences connect to the water system with a minimum tap and service connection in accordance with section 890.1200 of the Illinois Plumbing Code or a one and one-half inch (1 1/2") service, whichever is greater. The fee for a single-family detached residential connection shall be six hundred dollars (\$600.00). This requirement shall apply to all new construction, as well as scheduled demolition and reconstruction.

2. Multi-Family Residences: All multi-family residences (including, but not by way of limitation, all apartments, condominiums, duplexes or townhouses):

Tap	
1 1/2 inch	\$600.00 plus \$100.00 per acre or any part thereof
2 inch	\$900.00 plus \$100.00 per acre or any part thereof
3 inch	\$1,200.00 plus \$100.00 per acre or any part thereof
4 inch	\$1,500.00 plus \$100.00 per acre or any part thereof
5 inch	\$2,000.00 plus \$100.00 per acre or any part thereof
6 inch	\$3,000.00 plus \$100.00 per acre or any part thereof
7 inch	\$4,000.00 plus \$100.00 per acre or any part thereof
8 inch	\$5,000.00 plus \$100.00 per acre or any part thereof
9 inch	\$6,200.00 plus \$100.00 per acre or any part thereof
10 inch	\$7,500.00 plus \$100.00 per acre or any part thereof
11 inch	\$8,800.00 plus \$100.00 per acre or any part thereof
12 inch	\$10,000.00 plus \$100.00 per acre or any part thereof

In the case of one meter servicing all multi-family units, the connection charge set forth above shall be considered a charge applicable to the first unit of any such multi-family structure. An additional connection charge of three hundred dollars (\$300.00) shall be payable for each additional apartment, condominium, townhouse or other dwelling or living unit within such multi-family structure.

3. Nonresidential: All nonresidential water connection fees:

Meter Size	Fee
1 ½ inch and smaller meter	\$1,600.00
2 inch meter	2,200.00
3 inch meter	2,800.00
4 inch meter	3,700.00
6 inch meter	6,300.00

The use of any meter of a size other than those specified in the schedule set forth herein shall result in the payment of the connection charge applicable to the next largest meter provided for in the schedule aforesaid.

4. Additional Connection Charges:

(a) Definitions:

(1) Unit:

A. Living quarters devoted to single-family use and occupancy, whether such quarters be attached or detached or described as apartments, condominiums, townhouses or duplexes.

B. For an improvement devoted to any other use other than that defined in the subsection above, units shall be computed at the rate of three (3) units per each acre or part thereof.

(2) Front Footage: The footage of any side of a lot or parcel directly adjacent and contiguous to a right-of-way or easement in which the improvement shall be located, irrespective of whether such side of the particular lot or parcel would be customarily referred to as a front, rear or side lot line.

(b) 75th Street Improvement: The 75th Street twelve inch (12") water main extension as fully detailed on the construction plans and drawings prepared by Wight & Company, Downers Grove, Illinois, and known as project no. 75-6372-13, dated October 11, 1977.

(1) Direct Benefit:

A. The following parcel is deemed to receive a direct benefit from the construction of the improvement:

That parcel located on the north side of 75th Street east of Eleanor Street, being approximately 200 feet by 192.9 feet, located in the northwest quarter of Section 26, Township 38 north, Range 11 east of the Third Principal Meridian, in DuPage County, Illinois.

Upon application for connection permit, the parcel identified above as a parcel receiving a direct benefit from the improvement, shall pay to the Village Clerk as an additional connection fee, the sum of ten dollars ninety seven cents (\$10.97) per front foot, multiplied by the lot frontage, as heretofore defined in this section together with a sum equal to seven percent (7%) per annum thereon from January 1, 1978. Said additional connection charges shall be in addition to those connection charges otherwise provided for in this chapter.

(c) Bentley Avenue And 65th Street Improvement: The Bentley Avenue and 65th Street water main project as fully detailed in the plans and specifications prepared by Frank Novotny Associates, Inc., and known as project #6600-6500.

(1) Direct Benefit:

A. All lots or parcels located within the following areas are deemed to receive a direct benefit from the construction of the improvement:

The west half of the south half of the south half of the southwest quarter of the northeast quarter of the northeast quarter (Common Address 6446 Tennessee Avenue);

ALSO

Lot 2 of Howard's Plat of Resubdivision being a subdivision in the west half of the northeast quarter (Common Address 6533 Bentley Avenue);

All in Section 22, Township 38 north, Range 11 east of the Third Principal Meridian, in DuPage County, Illinois.

Upon application for a connection permit, each of the lots or parcels identified above as a lot or parcel receiving a direct benefit from the improvement shall pay to the Village Clerk as an additional connection charge, the sum of twenty two dollars seventy one cents (\$22.71) per foot of "front footage" as heretofore defined in this section, together with a sum equal to seven percent (7%) per annum thereon from June 20, 1991. Said additional connection charges shall be in addition to those connection charges otherwise provided for in this chapter.

(d) 58th Place And Holmes Avenue Improvement: The 58th Place and Holmes Avenue water main project as fully detailed in the plans and specifications prepared by Christopher B. Burke Engineering, Ltd., and known as project #90-144H1.

(1) Direct Benefit:

A. All lots or parcels located within the following areas are deemed to receive a direct benefit from the construction of the improvement:

Lots 104, 105 and 106 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 101 58th Place);

ALSO

Lots 107, 108 and 109 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 105 58th Place);

ALSO

Lots 110, 111 and 112 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 109 58th Place);

ALSO

Lots 113, 114 and 115 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 113 58th Place);

ALSO

Lots 116, 117 and 118 in The Woman's Subdivision of Lot 7 of Hall's Subdivision (Common Address 117 58th Place);

ALSO

Lots 119, 120 and 121 in The Woman's Subdivision of Lot 7 of Hall's Subdivision
(Common Address 121 58th Place);

ALSO

Lots 122, 123 and 124 in The Woman's Subdivision of Lot 7 of Hall's Subdivision
(Common Address 125 58th Place);

ALSO

Lots 125, 126 and 127 in The Woman's Subdivision of Lot 7 of Hall's Subdivision
(Common Address 129 58th Place);

ALSO

Lots 128, 129, 130 and 131 in The Woman's Subdivision of Lot 7 of Hall's
Subdivision (Common Address 201 58th Place);

ALSO

Lots 74, 75, 76 and 77 in The Woman's Subdivision of Lot 7 of Hall's Subdivision
(Common Address 202 58th Place);

ALSO

Lots 132, 133, 134 and 135 in The Woman's Subdivision of Lot 7 of Hall's
Subdivision (Common Address 209 58th Place);

ALSO

Lots 70, 71, 72 and 73 in The Woman's Subdivision of Lot 7 of Hall's Subdivision
(Common Address 210 58th Place);

ALSO

Lots 45, 46 and the south half of lot 44 in Block 2 of Kopje's of Hinsdale Subdivision
(Common Address 5805 Holmes Avenue);

ALSO

Lots 42, 43 and the north half of lot 44 in Block 2 of Kopje's of Hinsdale Subdivision
(Common Address 5809 Holmes Avenue);

ALSO

Lots 40 and 41 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address
5819 Holmes Avenue);

ALSO

Lots 38 and 39 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address
5835 Holmes Avenue);

ALSO

Lots 36 and 37 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address
5837 Holmes Avenue);

ALSO

Lots 34 and 35 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5839 Holmes Avenue);

ALSO

Lots 32 and 33 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5841 Holmes Avenue);

ALSO

Lots 30 and 31 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5843 Holmes Avenue);

ALSO

Lots 28 and 29 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5845 Holmes Avenue);

ALSO

Lots 25, 26 and 27 in Block 2 of Kopje's of Hinsdale Subdivision (Common Address 5847 Holmes Avenue);

All in Section 14, Township 38 north, Range 11 east of the Third Principal Meridian, in DuPage County, Illinois.

Upon application for a connection permit, each of the lots or parcels identified above as a lot or parcel receiving a direct benefit from the improvement shall pay to the Village Clerk as an additional connection charge, the sum of three thousand seventy three dollars thirty seven cents (\$3,073.37), together with a sum equal to seven percent (7%) per annum thereon from January 13, 2003. Said additional connection charges shall be in addition to those connection charges otherwise provided for in this chapter.

(e) Western Avenue Water Main Extension Project: The Western Avenue water main extension project as fully detailed in the plans and specifications prepared by Christopher B. Burke Engineering, Ltd., and known as project #90-144H19.

(1) Direct Benefit:

A. All lots or parcels located within the following areas are deemed to receive a direct benefit from the construction of the improvement:

Lot 17 (except the west 394.91 feet and except the east 116.95 feet) in Clarendon Hills Acre Estates (Common Address 365 59th Street);

ALSO

The East 180.00 feet of the west 394.00 feet of lot 40 in Clarendon Hills Farms (Common Address 370 59th Street);

ALSO

Lot 17 (except the west 234.91 feet and except the east 233.91 feet) in Clarendon Hills Acre Estates (Common Address 367 59th Street);

ALSO

The west 234.91 feet of Lot 17 of the Clarendon Hills Acre Estates (Common Address 5905 Western Avenue);

ALSO

The north 165.5 feet of the west 1/2 of Lot 18 of the Clarendon Hills Acre Estates (Common Address 5929 Western Avenue);

ALSO

The south 165.5 feet of the west 1/2 of Lot 18 of the Clarendon Hills Acre Estates (Common Address 5945 Western Avenue);

ALSO

Lot 1 of the Kirk's Resubdivision (Common Address 6003 Western Avenue);

ALSO

Lot 2 of the Kirk's Resubdivision (Common Address 6015 Western Avenue);

ALSO

The north 165.5 feet of the west 209.6 feet of Lot 20 in Clarendon Hills Acre Estates (Common Address 6029 Western Avenue);

ALSO

Lot 5 of the Eileen Thomes Resubdivision (Common Address 5904 Western Avenue);

ALSO

Lot 7 of the Eileen Thomes Resubdivision (Common Address 5908 Western Avenue);

ALSO

The north 82.75 feet of the northeast 1/4 of Lot 31 in Clarendon Hills Acre Estates (Common Address 5926 Western Avenue);

ALSO

The northeast 1/4 of Lot 31 except the north 82.75 feet in Clarendon Hills Acre Estates (Common Address 5930 Western Avenue);

ALSO

The south 165.5 feet of the east 1/2 of Lot 31 of the Clarendon Hills Acre Estates (Common Address 5950 Western Avenue);

ALSO

The north 82.75 feet of the east 1/2 of Lot 30 of the Clarendon Hills Acre Estates (Common Address 6000 Western Avenue);

ALSO

Lot 4 of Machala's 2nd Division (Common Address 6006 Western Avenue);

ALSO

Lot 5 of Machala's 2nd Division (Common Address 6024 Western Avenue);

ALSO

The east 258 feet of the north half of Lot 29 (except the south 16.5 feet thereof and except the east 33 feet thereof) in Clarendon Hills Acre Estates (Common Address 6026 Western Avenue);

All in Section 15, Township 38 north, Range 11 east of the Third Principal Meridian, in DuPage County, Illinois.

Upon application for a connection permit, each of the lots or parcels identified above as a lot or parcel receiving a direct benefit from the improvement shall pay to the Village Clerk as an additional connection charge, the sum of five thousand three hundred ninety five dollars seventy cents (\$5,395.70), together with a sum equal to seven percent (7%) per annum thereon from November 24, 2003. Said additional connection charges shall be in addition to those connection charges otherwise provided for in this chapter. (Ord. 04-O-18, 4-26-2004)

(f) Thurlow Street Water Main Extension Project: The Thurlow Street water main extension project as fully detailed in the plans and specifications prepared by Christopher B. Burke Engineering, Ltd., and known as project #90-144H58.

(1) Direct Benefit:

A. The following parcel is deemed to receive a direct benefit from the construction of the improvement:

Lot 14 in Erion's Highview Estates Subdivision (Common Address of 7S.052 Thurlow Street) in Section 23, Township 38 north, Range 11 east of the Third Principal Meridian, in DuPage County, Illinois.

Upon application for a connection permit, the parcel identified above as a lot or parcel receiving a direct benefit from the improvement shall pay to the Village Clerk as an additional connection charge, the sum of eleven thousand ninety eight dollars fifty cents (\$11,098.50), together with a sum equal to seven percent (7%) per annum thereon from August 14, 2006. Said additional connection charges shall be in addition to those connection charges otherwise provided for in this chapter.

(Ord. 06-O-32, 10-9-2006)

5. New Construction Unmetered Water Connection Service Fee:

(a) In addition to and notwithstanding any other connection fees or service charges described in this section, no building permit for new construction required by section 4-2-10 of this Code shall be issued until the water service fee therefor has been paid to the Village as further described below, covering use of unmetered water during new construction. The Village Administrator or his/her designee, in his or her sole discretion, may require installation of a temporary outside meter to measure water used during such construction if he or she determines that such water use may be greater than that typically used during new construction operations in the Village. The installation of such temporary outside meter shall not relieve the building permit applicant of the duty to pay the water service fee and all other applicable water

fees. Water measured by any such temporary outside meter shall be paid for at the Village's regular metered water rates.

(b) The unmetered water service connection fee for new construction required by this subsection shall be one hundred dollars (\$100.00) per single-family detached residence, multi-family residence (including, but not by way of limitation, apartment, condominium, duplex, or townhouse), and nonresidential structure. (Ord. 05-O-12, 5-9-2005)

(F) Water Fund: All fees and charges described above shall be paid in the Water Fund of the Village. (Ord. 04-O-18, 4-26-2004)

(G) Connection Without Permit: No connection shall be made with the waterworks system without the signed permit of the Village Administrator or his/her designee. Any connection or opening made with the waterworks system without such signed permit or in any manner different from the mode prescribed for such opening or connection, shall subject the maker to a penalty as provided by section 1-4-1 of this Code.

(H) Village To Make Connection: No connection shall be made to any fire hydrant within the corporate limits of the Village except those made by the Village and/or one or more of the fire protection districts servicing the Village. Should the Village Administrator or his/her designee determine that there exists no other reasonable source of water supply, either the Director of Public Services or the Village Administrator or his/her designee may issue a permit permitting a temporary connection to said hydrant. All such connections must be metered. Any person requesting such a permit must deposit an amount as determined by the Village Administrator or his/her designee to be sufficient to cover the cost of the required meter. In addition, any person requesting such a permit and obtaining the required meter shall pay to the Village a rental fee for said meter in the amount of thirty dollars (\$30.00) per month or any portion thereof. Any person found to have violated the provisions of this section shall be subject to the general penalty contained in section 1-4-1 of this Code. (Ord. 04-O-18, 4-26-2004; amd. Ord. 05-O-32, 11-14-2005)

(I) Rules And Regulations: The President and Board of Trustees are hereby authorized to make such rules and regulations consistent with this chapter for the connections to the waterworks system, specifying the types and sizes of pipes and all the other appurtenances and extensions thereto, and amend the same from time to time as may be deemed necessary. All service pipes and connections to the waterworks system shall comply with the said specifications and rules. Any person not complying with the specifications and rules for connection to the waterworks system shall be subject to a penalty as provided by section 1-4-1 of this Code.

(J) Right Of Access: Employees of the waterworks system shall have the right of access to any premises served by the waterworks service for the purpose of reading water meters and all remote reading devices or systems at the regular prescribed intervals, or for the purpose of making inspections and/or repairs in order to maintain same in good condition and provide for the protection of said system and the efficient management thereof. Where such inspections or repairs are of an immediate or urgent nature, employees of the system shall arrange appointments for such inspections or repairs at times mutually convenient to those persons, tenants or employees occupying the premises where such inspections and/or repairs are to be undertaken. Any person refusing to allow said employees access to any premises served by the waterworks system as aforesaid shall be subject to a penalty as provided by section 1-4-1 of this Code.

(K) Copy On File: A copy of this chapter, properly certified by the Village Clerk, shall be filed in the Village office, and shall be deemed notice to all owners of real estate of their liability for service supplied to any user of the service of the waterworks system of the Village on their properties, and it shall be the duty of the Village Clerk and such other officers of this Village to take all action necessary or required by the laws of the State of Illinois thereunto enabling to file all claims for money due to the Village and to prosecute and enforce such claims in the manner, form and time as permitted by the laws of the State of Illinois. (Ord. 04-O-18, 4-26-2004)

6-6-3: RATES:

The rates and charges established in this section are effective January 1, 2022. (Ord. 14-O-55, 12-15-2014)

(A) Water Charges: All property upon which any building has been or may hereafter be erected having a connection with any main or pipe which may be hereafter constructed and used in connection with the Village water system shall pay the following rates: (Ord. 04-O-18, 4-26-2004)

Residential usage - billed monthly:	
	Volume Charge per 1,000 gallons
Residential – <i>Single Family Home</i>	\$10.00
Residential – <i>Multi-Family</i>	\$10.00

Non-Residential usage - billed monthly:	
	Volume Charge per 1,000 gallons OVER 32,000 gallons
Commercial – $\frac{5}{8}$ and $\frac{3}{4}$	\$11.00
Commercial – 1	\$11.25
Commercial – 1 $\frac{1}{2}$	\$11.50
Commercial – 2	\$11.75
Commercial – 3	\$12.00
Commercial – 4	\$12.25

Hydrant usage - billed monthly:	
All usage	\$11.14

(Ord. 04-O-18, 4-26-2004; amd. Ord. 10-O-10, 4-12-2010; Ord. 12-O-02, 1-23-2012; Ord. 13-O-10, 4-22-2013; Ord. 13-O-43, 12-16-2013; Ord. 14-O-55, 12-15-2014)

As used herein, “residential usage” shall be defined as water usage by any single-family attached dwelling, single-family detached dwelling, or multiple-family dwelling as those terms are defined by the Zoning Ordinance of the Village. In addition, the term “residential usage” shall include water usage related to the use of recreational amenities under the control of a not for profit homeowners’ association.

“Nonresidential usage” shall be defined as all water usage other than “residential usage” as hereinabove defined. (Ord. 14-O-18, 4-26-2004)

(B) Minimum Charge:

Residential Minimum Charge - billed monthly:	
	Fixed monthly fee
Residential – <i>Single Family Home</i>	\$15.00
Residential – <i>Multi-Family</i>	\$15.00

1. Non-Residential Usage: Minimum monthly charges shall be assessed in accordance with the following table:

Meter Size (inches)	Monthly Minimum (Per Month)
$\frac{5}{8}$	\$144.87
$\frac{3}{4}$	\$144.87
1	\$174.58
1 $\frac{1}{2}$	\$269.71
2	\$332.16
3	\$408.98
4	\$644.34

(Ord. 14-O-55, 12-15-2014)

2. Hydrant Usage: A minimum monthly charge of eighty nine dollars three cents (\$89.03) per month shall be assessed should a user in this class consume less than twelve thousand (12,000) gallons during any month, or portion thereof. (Ord. 04-O-18, 4-26-2004; amd. Ord. 10-O-10, 4-12-2010; Ord. 13-O-43, 12-16-2013; Ord. 14-O-55, 12-15-2014)

6-6-4: RESALE:

No water shall be resold or distributed by the recipient thereof from the Village supply to any premises other than that for which application has been made and the meter installed, except in case of emergency. (Ord 68-O-10, 7-25-1968)

6-6-5: BILLS; LIABILITY FOR SERVICE:

(A) All bills for residential water usage shall be rendered on a monthly basis. All bills for nonresidential water usage shall be rendered on a monthly basis. All bills issued pursuant to this section shall be paid no later than thirty (30) days after the date of billing. If payment of the full amount of the bill is not made within said period, then a penalty of ten percent (10%) of the amount of the bill shall be added thereto. If the payment of the full amount of the bill, including any penalty thereon, is not made within forty-five (45) days after the date of billing, then an additional penalty of twenty-five dollars \$25.00 shall be added thereto.

(B) The owner of the premises, any occupant thereof, and the user of the water service shall be jointly and severally liable to pay for such service to such premises, and such service is furnished to the premises by the Village only upon the condition that the owner of the premises, occupant and user of such service are jointly and severally liable therefor to the Village. The owner(s), occupant(s) and user(s) of the system shall be liable to pay for all water delivered to the premises and measured by the meter, including any water consumed due to a leak or faulty equipment on the user's property. (Ord. 19-O-24, 8-26-2019)

6-6-6: DISCONNECTION AND FINAL BILLING:

After proper notification to the Village, the Village will make a final reading of a customer's meter, shut off the water supply, if applicable, and submit a final bill to the customer.

All bills issued pursuant to this section shall be paid not later than thirty (30) days after the date of billing. If payment of the full amount of the bill is not made within said period, then a penalty of ten percent (10%) of the amount of the bill shall be added thereto and a delinquent notice shall be sent to the customer. If the payment of the full amount of the bill, including any penalty thereon, is not made within forty five (45) days after the date of billing, a notice shall be sent to the customer indicating that unless the full amount of the bill, including any penalty thereon, is paid within fifteen (15) days from the date of said notice, the delinquent account may be turned over to a collection agency. (Ord. 87-O-7, 2-23-1987)

The Village Administrator or his/her designee is authorized to place delinquent water billing accounts with a collection agency approved by the President and Board of Trustees. (Ord. 87-O-7, 2-23-1987; amd. Ord. 05-O-32, 11-14-2005)

6-6-6.1: NEW USERS; INITIAL BILL, EXISTING ACCOUNTS; FINAL BILL, PRORATION; WAIVER OF CERTAIN BILLS:

(A) The initial bill for new users of the water system of the Village, whether for residential usage or nonresidential usage, shall be based upon the rates set forth in section 6-6-3 of this chapter. Notwithstanding any provision contained hereinabove to the contrary, if such initial bill shall be for the minimum charge as set forth in section 6-6-3 of this chapter, such initial bill shall be prorated based upon the number of days of service provided.

(B) The final bill for existing users of the water system of the Village, whether for residential usage or nonresidential usage, shall be based upon the rates set forth in section 6-6-3 of this chapter. Notwithstanding any provision contained hereinabove to the contrary, if such final bill shall be for the minimum charge as set forth in section 6-6-3 of this chapter, such final bill shall be prorated based upon the number of days of service provided.

(C) Any final bill of less than three dollars fifty cents (\$3.50) shall be waived. (Ord. 89-O-13, 3-27-1989)

6-6-7: WATER FUND:

All fees and charges described above shall be paid into the Water Fund of the Village. (Ord. 72-O-26, 11-27-1972)

6-6-8: NONPAYMENT; DISCONTINUATION OF SERVICE; HEARING:

(A) Water service may be shut off to any premises for which the water bill, including any penalties thereon, remains unpaid any time after the period of forty five (45) days after the date of billing. Water service shall not be reinstated until all past due bills, including penalties thereon, are paid in full together with payment of seventy dollars (\$70.00) to cover the costs of reinstating said water service.

(B) Prior to discontinuation of water service, a written notice of water service shut off shall be served, by personal service or first class mail, postage prepaid, upon the person(s) liable for the water bill. The notice shall contain the following information:

1. The date by which payment or other action must be made to avoid discontinuation of water service, which discontinuation shall not be less than ten (10) days after service of the notice of discontinuation; and

2. The name, address and phone number of the Village Administrator or his/her designee, to contact for a hearing on the discontinuation of water service. The person(s) liable for the water bill shall have ten (10) business days from the date the notice of discontinuation was mailed or personally served to request, in writing, a hearing to contest water service discontinuation. The written request for hearing shall state the reasons for contesting the discontinuation of water service. If no request for hearing is made as herein provided, water service may thereafter be discontinued. No service shall be discontinued on a holiday or weekend day. If a hearing is requested, water service shall be continued pending the outcome of the hearing. The hearing shall be convened within seven (7) business days of the date a request for hearing is received by the Village. The decision of the Village Administrator or his/her designee as to the discontinuation of water service shall be made at the hearing. (Ord. 19-O-24, 8-26-2019)

6-6-9: INSPECTION:

The Village and its authorized agents or employees shall be granted access to the premises where the water meters are located for the purpose of reading, examining, testing and repairing the meters and for the examination and testing the consumption and flow of water, and it shall be unlawful for any person or corporation to interfere with, prevent or obstruct the Village, or its duly authorized agents, in performing its duties hereunder. (Ord. 72-O-26, 11-27-1972)

Upon receiving a complaint by a consumer, and after the deposit of a fifty dollar (\$50.00) cash water meter testing fee, said consumer's water meter shall be removed and tested. If upon test the meter is not within three percent (3%) of being accurate, it shall be repaired or replaced at Village expense and the water meter testing fee returned to the consumer, provided the damage was not occasioned by the neglect of the consumer. If upon test the water meter is within three percent (3%) of being accurate, or if the water meter was damaged due to the neglect of the consumer, the water meter testing fee shall be retained by the Village to offset its costs. (Ord. 92-O-24, 7-27-1992)

6-6-10: SERVICE PIPES:

(A) Installation: All service pipes from the mains to the premises served shall be installed by, and at the cost of, the owner of the property to be served or the applicant for the service. Such installation shall be under the inspection of the building inspector.

(B) Pipes: No service shall be installed unless it conforms to specifications established by Building Ordinance drawn up by the Board of Trustees and approved thereby, a copy of which specifications shall be kept on file by the Village Clerk and shall be open to inspection by any person interested.

(C) Repairs: All repairs for service pipes and plumbing systems of buildings shall be made by and at the expense of the owners of the premises served. The Village may, in case of an emergency, repair any service pipes. If this is done, the cost of such repair work shall be repaid to the Village by the owner of the premises served.

(D) Excavations: Excavations for installing service pipes or repairing the same shall be made in compliance with the Code provisions relating to making excavations in streets. Provided, that it shall be unlawful to place any service pipe in the same excavation with, or directly over, any drain pipe or sewer pipe.

(E) Shutoff Boxes:

1. Shutoff Boxes or service boxes shall be placed on every service pipe, and shall be located between the curb line and the sidewalk, whenever practicable. Such boxes shall be so located that they are easily accessible and shall be protected from frost.

2. Unless authorized by the Superintendent of Public Works or his/her designee, it shall be unlawful for any person to:

- (a) Tamper with a service line shutoff box;
- (b) To disconnect water service at the shutoff box; or
- (c) To restore disconnected water service from the shutoff box, or direct the restoration of disconnected water from the shutoff box. (Ord. 68-O-10, 7-25-1968; amd. Ord. 20-O-12, 4-13-2020)

6-6-11: LIEN:

Charges for water shall be a lien upon the premises as provided by statute. Whenever a bill for water service remains unpaid sixty (60) days after it has been rendered, the Clerk may file with the Recorder of DuPage County, a statement of lien claim. This statement shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the Village claims a lien for this amount as well as for all charges for water served subsequent to the period covered by the bill.

If the consumer of water whose bill is unpaid is not the owner of the premises, the Clerk has notice of this, then notice shall be mailed to the owner of the premises, if his address is known to the Clerk, whenever such bills remain unpaid for a period of sixty (60) days after it has been rendered.

The failure of the Clerk to record such lien claim or to mail such notice, or the failure of the owner to receive such notice, shall not affect the right to foreclose the lien for unpaid water bills as mentioned in the following section. (Ord. 68-O-10, 7-25-1968)

6-6-12: FORECLOSURE OF LIEN:

Property subject to a lien for unpaid water charges shall be sold for nonpayment of the same, and the proceeds of such sale shall be applied to pay the charges, after deducting costs, as is the case in the foreclosure of statutory liens. Such foreclosure shall be by bill in equity in the name of the Village.

The Village Attorney is hereby authorized and directed to institute such proceedings, in the name of the Village, in any court having jurisdiction over such matters, against any property for which water bill has remained unpaid sixty (60) days after it has been rendered. (Ord. 68-O-10, 7-25-1968)

6-6-13: CONNECTION TO STORM SEWERS:

It shall be unlawful for any person to connect or cause to be connected, any drain carrying, or to carry, any toilet, sink, basement, septic tank, cesspool, industrial waste or any fixture or device discharging polluting substances to any stormwater drain in the Village. (Ord. 73-O-8, 3-26-1973)

6-6-14: RESTRICTIONS ON WATER USAGE FROM THE VILLAGE WATER SYSTEM:

Between May 15 and September 30 of each year, the following restrictions shall apply to water usage from the water system of the Village: (Ord. 89-O-43, 10-9-1989)

(A) No person shall use any water from the Village water system, through a hose or otherwise, to sprinkle any lawn, water any garden, tree or shrub, wash any car, fill any swimming pool or for any other outdoor purpose whatsoever, except as hereinafter provided. (Ord. 83-O-39, 11-14-1983)

(B) Notwithstanding any provision contained in subsection (A) of this section to the contrary, use of water for outdoor purposes shall be permitted at property located east of Robert Kingery Highway (Route 83) on even numbered days, and at property located west of Robert Kingery Highway (Route 83) on odd numbered days, provided that such use of water shall only be permitted from six o'clock (6:00) A.M. to twelve o'clock (12:00) noon and six o'clock (6:00) P.M. to ten o'clock (10:00) P.M. (Ord. 84-O-26, 6-11-1984)

(C) Notwithstanding any provision contained in subsection (A) of this section to the contrary, said restrictions shall not apply to:

1. Any person engaged in the business of landscaping or growing or selling plants of any kind.

2. Any person engaged in the business of washing automobiles, either with attendants, with automatic service or by self- service. (Ord. 83-O-39, 11-14-1983)

3. Any person watering any newly seeded or sodded lawn, any newly fertilized lawn, any newly transplanted shrub or tree or any other use of water determined by the Village Administrator or his/her designee, to be necessary, pursuant to a permit issued by the Village Administrator or his/her designee, provided that such watering shall only be permitted for a

period not to exceed thirty (30) days, and further provided that such use of water shall not be permitted between the hours of twelve o'clock (12:00) noon and six o'clock (6:00) P.M. (Ord. 84-O-26, 6-11-1984; amd. Ord. 05-O-32, 11-14-2005)

6-6-15: VIOLATION:

It shall be unlawful and in violation of this chapter for any person to disconnect the water meter or tamper with the meter or its appurtenant parts or to adopt any other means to avoid or prevent the measurement of water consumed on the subject premises and/or to avoid paying for the water consumed thereon.

It is also unlawful for any person to divert the water away from the water meter or in any other way prevent the measurement of the water being consumed on the premises.

Upon conviction of any of the above acts or omissions, the violator shall be subject to penalty as provided for by section 1-4-1 of this Code. (Ord. 83-O-39, 11-14-1983)"

SECTION TWO: Conflict. Any ordinance or a portion of any ordinance in conflict with the provisions hereof is hereby repealed solely to the extent of said conflict.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION THREE. Effective Date. This ordinance shall be in full force and effect from and after its passage and approval and publication as required by law, provided, however, that the rates and charges established herein shall not become effective January 1, 2023.

PASSED and APPROVED this 10th day of October, 2022.

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk

VILLAGE OF WILLOWBROOK

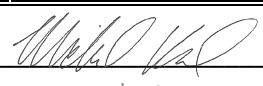
VILLAGE BOARD MEETING AGENDA ITEM - HISTORY/COMMENTARY

ITEM TITLE:

AN ORDINANCE GRANTING A SPECIAL USE EXTENSION REQUEST FOR ORDINANCE NO. 21-O-25, A SPECIAL USE PERMIT 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

AGENDA NO. 7.

AGENDA DATE: **10/10/22**

STAFF REVIEW: Michael Krol, Director of Community Development SIGNATURE: 

LEGAL REVIEW: Tom Bastian, Village Attorney

SIGNATURE: 

RECOMMENDED BY: Sean Halloran, Village Administrator

SIGNATURE: 

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

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

Panda Express, Inc. (the "Applicant"), was granted a Special Use for the construction of a 2,300 square foot Panda Express fast-food restaurant with a drive-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.

The Special Use ordinance was approved by the Village Board May 10, 2021 and 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 eighteen (18) month deadline is November 10, 2022. Section 9-14-5(D)2 of the Village Zoning Code states: 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.

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

A written request for a twelve (12) month extension has been submitted by Norr, the project developer. At the September 26, 2022 Committee of the Whole meeting, the developer provided a status update on the several outstanding items that are required prior to permit approval, including the status of Condition "O" which 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 current open items that need to be submitted prior to permit approval are:

- A copy of the Approved IDOT (Illinois Department of Transportation) ROW (Right-Of-Way) permit approval.
- Provide NOI (Notice of Intent) letter filed with the IEPA
- Provide NFR letter from the IEPA
- Draft of the plat of grant of easement (PoGoE)
- Provide a copy of the cross-access easement agreement with Red Roof INN signed by both parties once it has been recorded.

The project developer stated they are in the final stages of receiving approval for all open-ended items and request a twelve (12) month Special Use extension. It is the staff's recommendation that a six (6) month special use extension be granted by passage of this ordinance, moving the deadline to May 10, 2023, which is exactly two years after the initial Village Board of Trustees approval.

ACTION PROPOSED: Pass the Ordinance.



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

c:\users\carolyn.walls\appdata\local\microsoft\windows\inetcache\content.outlook\ci967ca4\permit extension request - willowbrook il (002).doc

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**

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



ORDINANCE NO. 22-O-___

**AN ORDINANCE GRANTING A SPECIAL USE EXTENSION REQUEST FOR
ORDINANCE NO. 21-O-25, A SPECIAL USE PERMIT 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**

WHEREAS, 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 No. 21-O-25, approved by the Mayor and Board of Trustees of the Village of Willowbrook, DuPage County on May 10, 2021; and

WHEREAS, Section Four, B, of Ordinance 21-O-25 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”; and

WHEREAS, the eighteen (18) month deadline is November 10, 2022; and

WHEREAS, a written request for a twelve (12) month extension has been submitted on behalf of the Applicant, and at the September 26, 2022 Committee of the Whole Meeting, the developer, on behalf of the Applicant, provided a summary of the status of the outstanding items that are required prior to permit approval; and

WHEREAS, pursuant to the Village Code of the Village of Willowbrook, 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 (1) year from the time of the approval of the special use by the Village Board; and

WHEREAS, Village staff has recommended that the Village grant an extension of six (6) months, extending the deadline to May 10, 2023.

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

SECTION ONE. The recitals set forth in the preamble are found to be true and correct and are incorporated herein by reference and made a part of this Ordinance, as if fully recited.

SECTION TWO. That a six (6) month special use extension for Section Four, B, of Ordinance No. 21-O-25 is granted, moving the deadline set in Ordinance No. 21-O-25 to commence construction to May 10, 2023.

SECTION THREE. That the several terms and conditions contained in the Special Use Permit, as passed and approved by Ordinance No. 21-O-25, shall, to the extent not expressly modified by the terms and conditions of this Ordinance, remain in full force and effect as therein provided.

SECTION FOUR. 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 FIVE. That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED and APPROVED this 10TH day of October, 2022.

ROLL CALL VOTE: AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED:

Frank A. Trilla, Mayor

ATTEST:

Deborah A. Hahn, Village Clerk