

AN ORDINANCE AUTHORIZING PARTICIPATION
OF THE VILLAGE OF OAK PARK
IN THE SUBURBAN TREE CONSORTIUM

WHEREAS, the Village of Oak Park has pursued a vigorous tree replacement program and promoted the forestation of vacant parkways, recognizing the esthetic and environmental importance of trees in the community; and

WHEREAS, Chapter 24, Section 73.1, Illinois Revised Statutes 1983, 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 Oak Park 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 are 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 Oak Park, Cook County, Illinois as follows:

SECTION I: That the President and Village Clerk are hereby authorized to execute on behalf of the municipality the contract and by-laws of the Suburban Tree Consortium. A copy of the contracts and by-laws as currently amended is

appended to and made part of this Ordinance as Exhibit A.

SECTION II: That 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.

THIS ORDINANCE shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

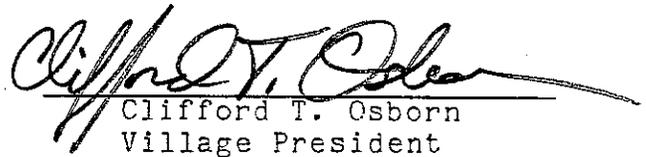
ADOPTED this 1st day of June, 1987, pursuant to a roll call vote as follows:

AYES: Trustees Andrews, Edwalds, Hall, Helfer, Staszak and Staunton and President Osborn

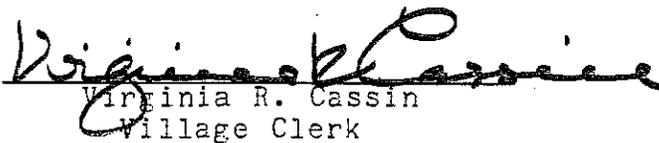
NAYS: None

ABSENT: None

APPROVED by me this 1st day of June, 1987.


Clifford T. Osborn
Village President

ATTEST:


Virginia R. Cassin
Village Clerk

Published by me in pamphlet form according to law
this 10th day of June, 1987.


Virginia R. Cassin
Village Clerk

SUBURBAN TREE PURCHASE AGREEMENTARTICLE IPURPOSE.:

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

1. Contracting and negotiating with tree nurseries to provide its members with a variety of quality trees at reasonable prices.
2. Contracting and negotiating with tree planting services on behalf of its members.
3. Providing a forum for mutual study, development and implementation of municipal tree growing, planting and maintenance programs for all its members.
4. Providing consulting services to other 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 shall not, however, prevent STC from bargaining on behalf of any member(s) in an effort to reduce costs of any type.

ARTICLE IIPOWERS:

The powers of STC are as follows:

- a.) To enter into contracts, for the performance of services directly related to this venture.
- b.) To employ agents and consultants for the operation and maintenance of a system for the growing, planting and care of trees.

- C.) 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.
- 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, which ordinance shall acknowledge the municipality's acceptance of existing STC contracts, ~~the municipality's share for preexisting debts and liabilities~~, if any; acknowledgement that the municipality's needs are compatible with the STC; and appointing a designated official and alternates to the STC Board. ~~Such ordinance shall be substantially similar to the form ordinance attached as Exhibit A.~~ The Suburban Tree Consortium has no pre-existing debts or liabilities which would be assumed by the Village of Oak Park as stated in the letter attached hereto as Exhibit A and made a part hereof.
 2. Payment of membership fee to the STC. (\$500.00)

Upon receipt of the ordinance and fee, the STC Board of Directors shall motion the application at the Boards' next regular meeting. New members shall be admitted by a 2/3 affirmative vote of the Board of Directors.

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 his 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 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 his designated alternate in attendance. No proxy votes or absentee voting shall be permitted, except as provided in this agreement.
- 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 he shall cease to be a Board member of STC.

E. The Board of Directors may establish rules governing its own conduct and procedure 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. Except for admitting new members, approving an amendment to this Agreement and adopting a budget, a quorum for the transaction of all business by such Board of Directors shall consist of a majority of the membership.

G. No one serving on the Board of Directors shall receive any salary or compensation from the venture. The daily operations 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 every calendar quarter. Special meetings of the Board of Directors may be called by its Chairman, or shall be called upon written request by two of its members. Twenty-four (24) hour 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 Chairman of the Board of Directors.

C. Notice of the regular meeting 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. All notices of meetings and the meetings themselves shall comply with the Illinois Open Meetings Act.

All votes shall be taken on a roll call vote.

ARTICLE VI

OFFICERS OF THE BOARD OF DIRECTORS:

A. Officers shall consist of a Chairman, a Vice Chairman, a Treasurer/Secretary. All officers shall be elected by the Board of Directors, from among the membership serving on the Board of Directors.

B. Officers shall be elected for a one year term at the Board's December meeting for the fiscal year and shall serve one year terms rotating through the positions in a fixed sequence in the order of Secretary/Treasurer, Vice Chairman and Chairman. New officers shall take office at the adjournment of the December annual meeting of the Board of Directors.

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 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 Chairman 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. He shall sign, with the Secretary or any other proper officer of the STC thereunto, any contracts or agreements which the Board of Directors has authorized to be executed, and in general shall perform all duties incident to the office of Chairman 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 Chairman or in the event of his inability or refusal to act, the Vice-Chairman shall perform the duties of the Chairman 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 the Chairman.

G. The Secretary/Treasurer:

As Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the STC; receive and give receipts for moneys due and payable to the STC from any source whatsoever, and deposit all such moneys in the name of the STC in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of this agreement. (b) in general perform all the duties incident to the office of Secretary/Treasurer and such other duties as from the time to time may be assigned to him by the Chairman or by the Board of Directors.

As Secretary shall: (a) keep the minutes of the Board of Director's 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 or as required by law. (c) be custodian of the records of the STC; (d) in general perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman or by the Board of Directors.

H. 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.

I. 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.

J. At each regular meeting of the Board of Directors, the Secretary/Treasurer shall report budget and financial transactions since the previous regular meeting.

K. The Vice-Chairman shall present a full report of his activities at each regular meeting of the Board of Directors.

L. 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 chairman. At the meeting held in December of each year the Board of Directors shall adopt the budget by a majority vote of all the members and shall submit the budget by January 1st to each member municipality for inclusion in its budget deliberation and approval. Total budgeted expenditures for the STC may not be exceeded unless authorized by each elected legislative body of each participating municipality.

C. The Board of Directors shall have the authority to fix cost-sharing charges for all participants in the venture in an amount sufficient to provide the funds required by the budgets. Any participating municipality whose charges have not been paid within sixty (60) days after billing shall not be entitled to further voting privileges, nor to hold any office, or to receive any new programs or may have his membership terminated as provided in Article X, until such time as such charges have been paid. The amount of each participant's charges shall be determined in accordance with paragraph (D) following, and shall be limited as set forth in paragraph (E) following.

D. It is proposed that the activities of the venture shall be divided for cost-sharing purposes to wit: development costs shall be shared equally among all member communities for all common programs. If one community wishes to develop a special program, it shall bear the full cost of development. If, at a later date, another community wishes to use the program, it shall share the development cost equally by paying the first community for half the development cost. A third community may use the program by paying a third of the development cost, which shall be divided equally among the first two communities, and so on.

E. Each member will take all required actions to authorize the funds necessary to meet its obligations under this Agreement. Certified copies of the appropriation/budget and of each participating municipality showing such item shall be delivered to the Board of Directors within thirty (30) days of the passage of each of said ordinances.

F. Periodic payments shall be made based upon the cost-sharing formula specified in Article VII, Section (D).

ARTICLE VIII

FORESTRY CONSULTANT:

A. The Forestry Consultant shall perform such duties as shall be delegated by the Board of Directors.

B. The Forestry Consultant shall attend all Board of Directors meetings, as requested, and give advice on technical matters. The Forestry Consultant shall have no vote.

ARTICLE IX

WITHDRAWAL, TERMINATION AND DISSOLUTION:

A. Any participating municipality may at any time after the third year of this Agreement, give written notice of withdrawal from the venture. Due to extraordinary circumstances, any participating municipality may withdraw at any time, with the consent of a majority vote of the members. The nonpayment of cost sharing charges as set forth herein and/or the refusal or declination of any member to be bound by any obligation of the Board of Directors shall constitute notice of withdrawal.

B. Upon any such withdrawal:

- 1) Withdrawal shall not take effect for a period of one (1) year from date of such notification;
- 2) Upon withdrawal, the withdrawing member shall continue to be responsible:
 - a) For 100% of its pro-rata share of any unpaid obligations to date of actual withdrawal;
 - b) For any contractual obligations it has separately signed with the consortium;
 - c) If withdrawal results in termination of this Agreement, then the withdrawing municipality shall participate in the termination of this contract as set forth in Article IV (G) of this contract.
 - D) For a proportionate share of any fixed obligation existing on the date of the notice of withdrawal.

C. On withdrawal of municipalities so as to reduce the number of continuing participants to less than the original number of participating municipalities and/or upon the action of a majority of participating municipalities to dissolve, then this Agreement and such venture shall be terminated and dissolved. The remaining assets or liabilities of the venture shall be distributed among the municipalities who had participated in the venture within the one (1) year prior to such mandatory dissolution, in proportion to their respective payments for the preceding three years.

ARTICLE X

LIABILITY AND PROPERTY:

A. Except as otherwise provided by individual contracts, all participating municipalities in the venture shall be jointly liable for the debts and liabilities of STC. 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.

All property including any copy rights or patents acquired by the venture shall be owned in common by the parties to the STC in equal shares unless otherwise determined in writing by all parties.

ARTICLE XI

CONTRACTS, LOANS, CHECKS AND DEPOSITS:

- 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 venture, and such authority may be general or confined to specific instances.
- B. No loans shall be contracted on behalf of the venture, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.
- 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 the chairman and treasurer of the venture and in such manner as shall from time to time be determined by resolution of the Board of Directors.
- D. All funds of the venture not otherwise employed shall be deposited from time to time to the credit of the venture in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE XII

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 amendment to this Agreement to the governing body of the municipalities.
- C. A majority vote of all the municipalities shall be required to approve any amendments to the Agreement, except for amendments changing the STC's membership requirements, or any provisions requiring a two-thirds vote.

ARTICLE XIII

EFFECTIVE DATE:

This Agreement shall go into effect immediately upon the execution of the STC Agreement by all of the original planning participants in the venture as listed hereafter:

- A. Western Springs
- B. La Grange Park

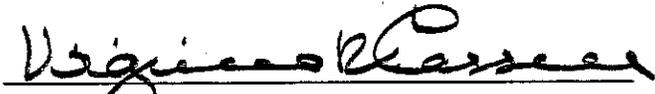
Dated this 2nd day of June, 1987

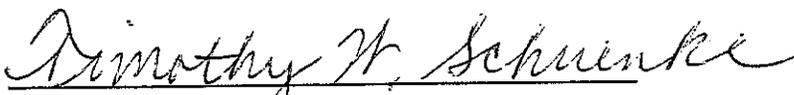
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APPROVED:


Village President

ATTEST:


Village Clerk


Chairman Suburban Tree Consortium

Secretary/Treasurer

APPENDIX A

FEES:

New members to this consortium shall pay a fee of \$500.00 prior to becoming a member of this consortium. The monies received for membership payment and annual assessments, as budgeted per Article VII, shall be used for administrative expenses of the consortium or for common program costs.