

**Village of Oak Park
Capital Improvement Fund Project Sheet
2024 - 2028**

Project: Replacement of Parkway Trees

General Priority Code: B

General Category: Other/Miscellaneous

Climate Priority Code: High

Climate Impact Areas(s): Increase Plant & Tree Cover



The Village purchases and plants parkway trees annually. The Village has been a member of the Suburban Tree Consortium for several years. The consortium has approximately 40 members and this combined buying power allows member communities to direct the nurseries as to the size, species and specifications of trees to be grown and planted.

Primarily, trees replace those that have been removed due to disease, insect infestation, damage or safety. The recent experience of tree removal is approximately 300-500 trees per year primarily due to Dutch Elm Disease (DED) and natural senescence. Due to spacing criteria, not every tree removed creates a planting space. Currently 99% of the identified parkway planting spots are planted. In order to increase the Village's overall tree canopy cover, planting trees on private property is needed. We propose a pilot private tree planting incentive program beginning in 2025. It will partially reimburse property owners for the cost of planting a tree on their property. The initial reimbursement program will fund the planting of approximately 40 private trees. Planting new parkway trees aligns with the Climate Ready Oak Park plan goal of increasing tree canopy cover and carbon sequestration, mitigating urban heat island impacts, and equitably distributing trees throughout the Village (EPO3).

This is an annual program. Miscellaneous revenue is collected each year to supplement budgeted costs. Revenue is generated from damage to public trees through law claims or construction and restitution collected for trees removed in association with development. At the funding level of \$200,000 annually, approximately 300 trees can be planted. \$71,000 of this budget will be spent on contract tree watering. \$3,000 of this budget will be spent on contract growing trees to increase tree planting diversity throughout the Village. In 2025 an additional \$10,000 is requested to fund the private tree planting reimbursement program.

Funding Sources	Account Number	Actuals		Budget	Amended Budget	Year End Estimate	Recommended Budget					
		FY 2021	FY 2022	FY 2023	FY 2023	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Aggregation Renewable Energy Fee	2310.41020.101.441485	100,000										
Parkway Tree Removal Revenues	1001.43800.741.440483		61,157		46,000	46,000						
Main Capital Fund Revenues	Various	97,012	200,000	175,000	175,000	175,000	200,000	200,000	200,000	200,000	200,000	200,000
Total:		197,012	261,157	175,000	221,000	221,000	200,000	200,000	200,000	200,000	200,000	200,000
Expenditures												
Sustainable VOP projects	2310.41020.101.570851	100,000										
Construction	3095.43780.101.570957	97,012	215,003	175,000	221,000	221,000	200,000	200,000	200,000	200,000	200,000	200,000
Total:		97,012	215,003	175,000	221,000	221,000	200,000	200,000	200,000	200,000	200,000	200,000

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.

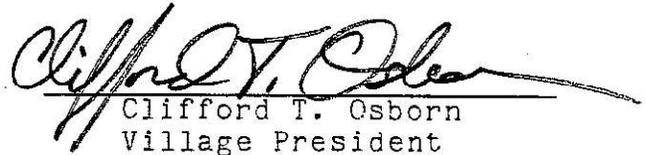
ADOPTED this 1st day of June, 1987, pursuant to a roll call vote as follows:

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

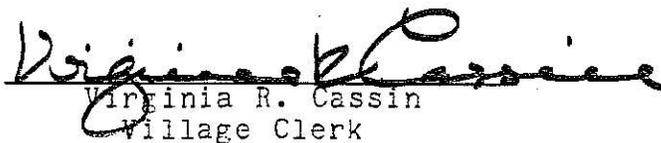
NAYS: None

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

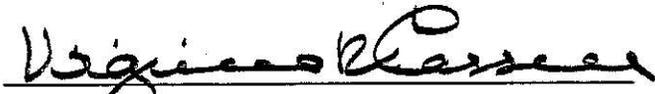
Dated this 2nd day of June, 1987

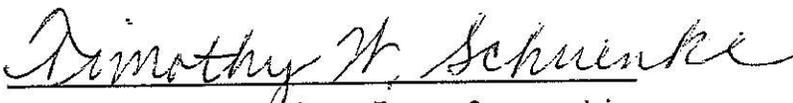
(SEAL)

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.

**SUBURBAN TREE CONSORTIUM AND WEST CENTRAL MUNICIPAL
CONFERENCE VENDOR AGREEMENT**

THIS VENDOR AGREEMENT and all exhibits and attachments hereto (collectively, this "Agreement") is made and effective as of this 17th day of August 2017, by and between the West Central Municipal Conference, an Illinois council of government comprised of forty (40) municipalities, five (5) townships, two (2) colleges and a zoo, ("WCMC"), the Suburban Tree Consortium, a group of municipalities that desire to improve the quality and selection of parkway trees in the area, (the "STC") and **Wilson Nurseries**, a Nursery authorized to do business in the State of Illinois, (the "Vendor"). WCMC, the STC and the Vendor may, for convenience purposes only, be referred to as the "Parties" or each individually as a "Party".

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, pursuant to Division 11-73.1 of the Illinois Municipal Code (65 ILCS 5/11-73.1-1, *et seq.*), municipalities are authorized to enter into long term contracts with a vendor of trees for the purchase and delivery of such trees as may be necessary and appropriate; and

WHEREAS, certain WCMC municipalities (collectively, "Participating Municipalities" and individually, "Participating Municipality") desire to purchase tree supply services, defined as the selection, delivery, planting and after-care (collectively, the "Services"); and

WHEREAS, the STC was created in 1985 by a group of municipalities wishing to improve the quality and selection of parkway trees in the Chicago area; and

WHEREAS, Illinois State law allows municipalities to enter into long term contractual relationships for the purpose of procuring parkway trees for up to ten (10) years; and

WHEREAS, the goal of STC was and is for a group of municipalities to enter into a contract growing arrangement whereby nurseries will grow trees according to predetermined qualifications and make the trees available for fall and spring plantings for up to a five (5) year period; and

WHEREAS, buying power and economies of scale are increased by merging orders, mortalities are decreased because of more stringent specifications and better relationships with area nurseries and municipalities communicate more, increasing awareness and promoting the concepts of urban forestry in general; and

WHEREAS, the STC, with input from participating municipalities, has developed specifications for the purchase and planting of trees obtained through the Five Year Contractual Program; and

WHEREAS, the Five Year Contractual Program allows municipalities with long term tree plans to project their needs ahead for five (5) years, the nursery is inspected annually to ensure quality, adherence to STC specifications and plant availability, the municipalities order trees annually, actual expenditures are made when the plants are delivered and, in most cases, availability is guaranteed in the fifth (5th) year; and

WHEREAS, through the STC's Five Year Contractual Program and WCMC, Participating Municipalities will purchase trees from the Vendor, which shall be one of the nurseries listed on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the Vendor has the necessary experience and qualifications to furnish the Services to the Participating Municipalities in accordance with the terms of this Agreement; and

WHEREAS, the Vendor is in good standing under the laws of the State of Illinois, is qualified to do business in the State of Illinois, is authorized to conduct its business as it is presently being conducted and is not in violation of any provision of its organizational or operating agreements; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Scope of Services.** The Vendor agrees to furnish the Services to the Participating Municipalities in accordance with the terms of this Agreement, which includes the exhibits and attachments hereto. As the exhibits, attachments, vendors and pricing change from time to time, the exhibits and attachments will be updated and shall supersede prior exhibits and attachments upon approval by WCMC. The Services shall be completed in conformance with the pricing, attached hereto and incorporated herein as Exhibit B.

Each Participating Municipality shall annually, for up to a period of five (5) years, place an order for trees conforming to the specifications contained herein. The Vendor shall supply the ordered trees in such varieties and sizes as specified herein, all of which shall be grown in northern Illinois. Any deviation from a specification is the responsibility of the Participating Municipality and must be reported by the Participating Municipality to WCMC. The Vendor shall provide all trees, labor, material, equipment and supplies in accordance with the requirements set forth herein.

The Vendor shall bind its subcontractors to the provisions of this Agreement, except for those provisions that, by their nature, have no application to such subcontractors.

2. **Term.** This Agreement shall commence on the 1st day of September, 2017 and continue until the 31st day of August, 2018, unless earlier terminated as provided in this Agreement. This Agreement may be renewed annually, on the same payment terms contained herein for a period of five (5) years, provided that the renewal is in writing and signed by the Parties hereto.

3. **Termination.** Either Party to this Agreement may, for cause or no cause, at any time during the term of this Agreement, elect to terminate this Agreement upon thirty (30) calendar days written notice to the other Party. If the Vendor is in default or breach under this Agreement and fails to cure any default or breach within ten (10) calendar days after receiving written notice thereof, WCMC may, in its sole and absolute discretion, choose to: (a) terminate this Agreement; and/or (b) pursue any remedy or legal action available to WCMC including, but not limited to, bringing a lawsuit against the Vendor. For purposes of this Agreement, default is defined as failure of the Vendor to perform any of its obligations under this Agreement or failure to make sufficient progress so as to endanger the performance of this Agreement in accordance with its terms. WCMC may also terminate this Agreement if the Vendor files or has filed against it any bankruptcy, insolvency or similar proceeding that is not dismissed within thirty (30) calendar days after filing or if the Vendor makes an assignment for the benefit of its creditors. The Vendor shall reimburse WCMC for all costs incurred by WCMC in connection with a breach or default by the Vendor, including reasonable attorneys' fees. If WCMC terminates this Agreement for any reason, WCMC may procure, upon such terms and conditions and in any manner that it deems appropriate, supplies or services similar to those provided by the Vendor prior to the termination of this Agreement. If the termination is due to a default or breach by the Vendor, the Vendor shall be liable for any excess costs for similar supplies or services, unless acceptable evidence is submitted to WCMC showing that the failure to perform was due to causes beyond the Vendor's control and was not due to the fault or negligence of the Vendor or its independent contractors, subcontractors, employees, agents and/or representatives. The excess costs may be set-off against any monies due and owed to the Vendor by WCMC or a Participating Municipality.

The Vendor shall not be held responsible for failure to perform its duties and obligations imposed under this Agreement due to any of the following matters, provided the matters are beyond the Vendor's reasonable control and directly relate to the Vendor's obligations hereunder: acts of God; damage or destruction caused by fire or other casualty; inclement weather; strikes; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies; lockouts; acts of labor unions (whether legal or not); court orders, laws or orders of governmental or military authorities (a "Force Majeure Event"). Provided, however, a Force Majeure Event shall only extend the time for the Vendor's performance of an obligation pursuant to this Agreement if the Vendor uses reasonable efforts to mitigate the effects of the Force Majeure Event. Notwithstanding the foregoing, the Vendor's financial condition or inability to fund or obtain funding or financing shall not constitute a Force Majeure Event. Moreover, no Force Majeure Event shall be deemed to exist: (i) as to any matter unreasonably sustained; and (ii) unless the Vendor provides WCMC with a written notice within ten

(10) calendar days of the commencement of such claimed Force Majeure Event. If WCMC deems that the Vendor will be unable to complete its obligations under this Agreement in a timely manner, WCMC has the option, in its sole and absolute discretion, to seek services and supplies from another vendor after providing the Vendor with ten (10) calendar days notice, in which case this Agreement shall be deemed null and void.

4. **Performance and Payment Bond or Letter of Credit.** If WCMC determines that it is necessary or desirable, the Vendor shall furnish to WCMC a performance and payment bond or a letter of credit in a form reasonably acceptable to WCMC and with a surety or sureties reasonably acceptable to WCMC to ensure the protection of those furnishing material, equipment or labor in connection with the Services and to ensure the completion of the work to be performed under this Agreement. The sum of each bond shall be One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00) or the sum of the letter of credit shall be One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00).
5. **Tree Specifications.** All trees shall conform to the American Standard for Nursery Stock as approved by the American National Standards Institute, Inc., issued as ANSI Z60.1-2004, or any amendment thereof. If WCMC's or a Participating Municipality's specifications exceed those of the American Standard of Nursery Stock, WCMC or the Participating Municipality will inform the Vendor in writing, in which case WCMC's or the Participating Municipality's standards shall prevail.
6. **Trade Name/Substitutions.** Certain materials and equipment may be specified by a manufacturer or trade name to establish standards of quality and performance and not for the purpose of limiting competition. The Vendor is invited to suggest substitution of named items. Products of other manufacturers may be substituted if, in the opinion of WCMC or the requesting Participating Municipality, they are equal to or greater than those specified in regard to quality, performance, design and suitability for intended use. If items are specified by two (2) or more manufacturers or trade names, the Vendor shall have the option of selecting which item the Vendor desires to use.
7. **Shape, Size and Propagation Procedures.** All trees shall be propagated by commonly accepted methods (e.g. fruit and seed germination, budded, cuttings, grafted) for the given tree species and cultivar. Alternative methods of propagation shall be provided to WCMC in writing, and shall be subject to WCMC's approval. All trees shall be grown to the requested size at a nursery in northern Illinois, unless otherwise approved in writing by WCMC. All trees shall be straight, healthy, uniformly shaped and typical representatives of their normal species and varieties. Each shade tree shall have a recognizable and definable central leader throughout the entire head of the tree, and shall have typical branch growth in all quadrants of the crown, which shall not be a result of severe pruning. All terminal buds shall be in place. Ornamental trees will have full branching in all quadrants with all terminal buds in place. All trees shall be freshly dug, free of insect pests, plant diseases, sun scald, frost crack, fresh abrasions and other injuries and shall have healthy, well-developed root systems.

All trees up to and including four inches (4") shall be measured at a point six inches (6") above the root flare. Trees larger than four inches (4") shall be measured at a point one foot (1') above the root flare. The trees to be provided shall be true to name and the nomenclature shall conform to that accepted in the nursery trade. All trees shall conform to the minimum shapes and heights indicated in the species specifications, attached hereto and incorporated herein as Exhibit C.

If requested by WCMC or a Participating Municipality, certificates shall be furnished indicating an inspection by a duly authorized state or federal inspector prior to digging. Any deviations from the specifications contained in this Agreement shall be approved in writing by an authorized representative of WCMC or an authorized representative of the affected Participating Municipality.

All plant material shall be inspected and subject to written approval at the point of origin (field tagged) or subject to inspection and written approval by an authorized representative of WCMC to ensure availability, quality and adherence to the specifications. The Participating Municipalities also have the option of inspecting and approving material in the field that has been ordered by WCMC within the first two (2) weeks of any order. Due to soil conditions in the urbanized sections of areas located in northern Illinois, trees grown in very sandy soils shall not be accepted.

8. **Digging of Plant Materials and Ball Characteristics.** All plants shall be balled and burlapped. The root flare of the tree shall be at the top of the ball and, if necessary, surface soil shall be removed to obtain such a condition before digging begins. The balls shall be prepared in a workmanlike manner and firmly bound. The ball diameter shall conform to the ANSI Z60.1-2004 standard. Exceptions to ball size must be pre-approved by WCMC. Only degradable material shall be used. Materials such as treated burlap, treated sisal or plastic twine are strictly prohibited.

Trees shall be dug for either spring or fall planting depending on the season recommended for a given tree species as published in Manual of Woody Landscape Plants by Michael A. Dirr, the Morton Arboretum's Selecting and Planting Trees or Street Tree Fact Sheets, which publications are incorporated herein by reference.

Both hand and mechanical digging are acceptable at the discretion of the nursery in order to meet the planting schedule. Any exceptions to the digging method shall be agreed to by the Participating Municipality and the nursery no later than sixty (60) calendar days prior to the digging. Wire baskets shall secure the ball and shall cover only the lower part of the ball. If a Participating Municipality requests no wire baskets, the Participating Municipality shall notify the nursery sixty (60) calendar days prior to the digging of plant material.

Trees shall be dug upon notification by the Vendor or the Participating Municipality at the appropriate time for that species. Only the quantity needed for one (1) season (either spring or fall) shall be dug. Trees shall be picked up by a representative of the Participating Municipality or delivered to a Participating Municipality (at the option of

the Participating Municipality) within mutually agreed upon timeframes, weather permitting.

All trees dug more than twenty-four (24) hours prior to pick up shall be kept moist and under appropriate conditions until they are picked up by a representative of a Participating Municipality. In cases where a representative of a Participating Municipality is used, the representative shall handle the coordination and delivery of the trees.

9. **Quantities.** Quantities of each species and variety shall be in accordance with the specifications and order forms attached hereto. WCMC reserves the right to increase or decrease the quantities stipulated depending upon availability and quantities required. The Vendor shall supply the quantities ordered. Quantities within each species and/or variety in excess of those ordered shall be supplied on the basis of availability. Excess quantities shall be requested in writing and confirmed by the Vendor in writing by September 1 of each year. WCMC expects the variety or species of trees to be provided, not the number of trees.

The Participating Municipalities shall accept quantities and species ordered. The Participating Municipalities shall not be held liable for cancellation or changes by other Participating Municipalities, therefore, liability shall solely belong to the Participating Municipality making such cancellation and/or revision. Additions to orders for a given season shall be provided at the same price as the contract price for that particular season. The Vendor shall provide a tree availability projection each year for the second through the fifth years of this Agreement, unless this Agreement is terminated or not renewed as otherwise set forth herein.

Substitution shall be allowed only with the express prior written consent from the Participating Municipality affected and determined in writing within sixty (60) calendar days from the time the tree availability projection is provided. Exceptions shall be allowed in the case of unusual weather conditions affecting nurseries in the area.

10. **Completion Requirements.** The Vendor shall begin digging trees for pick up by October and shall finish by November 30 for the fall planting season and shall begin digging by March 15 and shall finish by May 15 for the spring planting season. Trees shall be dug at the appropriate time depending on weather and other site conditions. Additional time may be granted upon the prior written approval of WCMC. Any delays that lengthen the digging time shall also lengthen the time for mortality evaluations. Each Participating Municipality that delays digging or planting shall be responsible for any mortalities resulting therefrom.
11. **Mortality Evaluation.** The Vendor shall participate in an annual public tree mortality evaluation with each Participating Municipality, and a representative of WCMC, when appropriate, to ascertain the reasons why trees purchased under this Agreement may have died, evaluate responsibility for their replacement and to determine what measures can be taken to reduce such losses in the future. Trees shall be considered a mortality if they are

determined to be dead or fail to thrive. Each evaluation shall be held in each Participating Municipality and shall include as participants such representatives of the Participating Municipality, WCMC and the Vendor as is deemed necessary or appropriate. Determining problems shall generally be the responsibility of the Participating Municipality. Proper guidelines are listed in Manual of Woody Landscape Plants, Selecting and Planting Trees and Street Tree Fact Sheets. Other problems, including depth of planting, failure of plant to leaf out and an excess of mulch are generally considered to be the responsibility of the Vendor and/or planter.

Each such annual evaluation shall be scheduled by the Participating Municipality and the Vendor and shall entail completing a Mortality Form, which shall be in substantially the same form as the form attached hereto and incorporated herein as Exhibit D. The evaluation shall be held for the prior fall planting season and the current spring planting season after June 15 or thirty (30) calendar days after the spring planting has been completed for all of the Participating Municipalities, whichever is later. Within thirty (30) calendar days after the completion of the mortality evaluation, the Vendor shall submit to a designated representative of WCMC and the affected Participating Municipality a list of mortalities to be replaced. For the purposes of this paragraph, the definition of replacement is to supply, deliver and plant a tree. The trees that have been determined to be mortalities and those that have questionable viability during the inspection shall be subject to conditional acceptance and shall be added to a Mortality Conditional Acceptance Form. Any trees listed as conditional on the Mortality Conditional Acceptance Form shall be reevaluated by September 1st of the same year, at which point a determination shall be made regarding whether the tree is thriving or a mortality.

12. **Shipments.** All materials shipped to a Participating Municipality must be shipped freight on board (also known as F.O.B.) designated location.
13. **Inspections.** Representatives of WCMC and/or the Participating Municipalities shall have the right to inspect any and all trees, materials, components, supplies, workmanship and Services rendered hereunder. If any tree, material, component, supply, workmanship or Service is deemed unacceptable by WCMC or a Participating Municipality because it does not comply with the requirements of this Agreement, including the specifications or order forms attached hereto, the same shall be replaced or redone by the Vendor at no additional cost to WCMC or the affected Participating Municipality.
14. **Annual Reports.** A final species report, a list of mortalities for the previous fall and spring, a summary list of trees ordered for upcoming years and the status of new tree species or cultivars available shall be provided to WCMC by the Vendor on at least an annual basis.
15. **Basis of Payment.** The Vendor shall be paid for the Services described herein at a unit price per tree, which prices are attached hereto and incorporated herein. The prices shall constitute the total cost for all work involved in the respective items, which includes, without limitation, all insurance, royalties, transportation charges, the use of tools and equipment, superintendence, overhead expenses, all profits and all other work, services

and conditions necessarily involved in the work to be done and the materials to be furnished in accordance with the terms of this Agreement.

Final nursery billing shall be made through WCMC and all questions shall be handled by and order changes shall be made through WCMC. Nursery billing shall include an itemized account for each Participating Municipality's purchases, including all revisions to specifications and order forms.

Pricing shall be in accordance with this Agreement. The prices shall never exceed the nursery's wholesale catalog rate by more than ten percent (10%) or the original prices set forth herein, whichever is less, for a particular season. For the purposes of this paragraph, catalogs shall be received on a date certain established by WCMC.

Annually, before the month of August, the Vendor shall submit to WCMC a price list which includes prices for various tree species and cultivars for the fifth year of this Agreement. Previously submitted and approved prices for years one (1) through four (4) shall remain firm. On this annual submittal, the Vendor may add species and cultivars that were not previously set forth on the price lists. The Participating Municipalities shall review price lists and vote on them at the Summer meeting.

No payment, final or otherwise, shall release the Vendor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

16. **Payment.** Payment will be made within forty-five (45) calendar days after WCMC receives an invoice and the trees, materials, components, supplies, workmanship and the Services contained in the invoice have been inspected and verified, if applicable. All invoices shall include an itemized account of each Participating Municipality's tree purchases, the revisions and/or cancellations that each Participating Municipality made to the specifications or order forms and a list of delivery charges, if applicable. All invoices shall be sent to WCMC in accordance with the notice provisions contained herein.
17. **Taxes & Payments to Third Parties.** WCMC and the Participating Municipalities do not pay Federal excise tax or Illinois retailers' occupational tax and, therefore, these taxes should not be considered in the price for the Services. The Parties also acknowledge that, except as otherwise set forth in this Agreement, WCMC shall have no obligation to pay any entity or person other than the Vendor, and the Vendor, its permitted successors and permitted assigns shall be obligated to make direct payments to any other entity, independent contractors, subcontractors, person or entity providing services or materials in connection with the Services or this Agreement. Moreover, WCMC shall not withhold from the payments to the Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax or any other amounts for the benefit of the Vendor. WCMC shall not provide to the Vendor any insurance coverage or benefits, including Workers' compensation, normally provided by WCMC to its employees.
18. **Indemnification.** To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless WCMC, its past and present officials (whether elected or

appointed), employees, directors, agents, officers, representatives, attorneys, independent contractors and the Participating Municipalities and their past and present officials (whether elected or appointed), employees, directors, agents, officers, representatives, attorneys, independent contractors and the successors, predecessors, executors, administrators, heirs, beneficiaries, legatees and assigns of such persons and entities (collectively, the "WCMC Indemnified Parties") from and against any and all claims, losses, demands, liability, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees, paralegal fees, witness fees and court costs), deaths, injuries and damages (whether actual or punitive), suits or judgments by, to or on behalf of any person, firm, corporation or entity: (i) arising from or in any way related to the performance of the Services or the installation or maintenance of any tree, material component, supply or workmanship delivered or requested pursuant to this Agreement; (ii) arising from or in any way related to any breach or default on the part of the Vendor in performing any of its obligations under this Agreement; (iii) arising from or in any way related to any negligent or willful act or omission of the Vendor or any of its independent contractors, subcontractors, employees, agents or representatives; (iv) arising from or in any way related to any act, omission or negligence of the Vendor or any person or entity claiming through or under the Vendor, or of the contractors, subcontractors, agents, servants, employees, guests, invitees or licensees of the Vendor, or any person or entity claiming through or under such person concerning the Services, this Agreement or trees, materials, components, supplies or workmanship delivered or requested in connection with this Agreement. This Agreement shall not be construed as requiring the Vendor to indemnify the WCMC Indemnified Parties for their own negligence.

The obligations of the Vendor under this Paragraph 18 shall include, without limitation, the burden and expense of defending all of the abovementioned actions, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against any of the WCMC Indemnified Parties; provided that no settlement of any matter shall be entered without the Vendor's written consent, which the Vendor shall have the reasonable discretion to provide. In the event a suit is filed against WCMC or any of the WCMC Indemnified Parties, WCMC shall have the right to retain counsel of its own choice on its own behalf or on behalf of the WCMC Indemnified Parties for which the Vendor shall pay in accordance with the reasonable terms and conditions of the engagement arrangement entered into between WCMC and its chosen counsel.

The obligations of the Vendor under this Agreement shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance) or by the failure or refusal of any insurance carrier to perform an obligation on its part under any insurance policies; provided, however, that if WCMC actually receives any proceeds of the Vendor's insurance with respect to an obligation of the Vendor under this Paragraph 18, the amount thereof shall be credited against and applied to reduce any amounts paid and/or payable hereunder by the Vendor with respect to such obligation.

19. **Insurance.** Prior to the commencement of this Agreement, the Vendor shall procure and maintain and cause its subcontractors and independent contractors to procure and maintain, for the benefit of the Vendor, its independent contractors, subcontractors, employees, agents and representatives, WCMC and the Participating Municipalities, for the duration of this Agreement, commercial general liability insurance policy, in ISO form or other form that provides coverage at least as broad, written on an "occurrence" basis with a policy limit of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and Two Million and No/100 U.S. Dollars (\$2,000,000.00) in the aggregate and worker's compensation insurance in statutory limits, employer's liability insurance with at least One Million and No/100 U.S. Dollars (\$1,000,000.00) per accident, One Million and No/100 U.S. Dollars (\$1,000,000.00) per disease, per employee and One Million and No/100 U.S. Dollars (\$1,000,000.00) per disease, aggregate and auto liability with combined single limits of at least One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence. All such policies shall protect WCMC and the Participating Municipalities from and against any liability from any claim for personal injury or property damage occurring in connection with or incidental to the Services, this Agreement or for the trees, materials, components, supplies or workmanship provided for hereunder. Each such policy shall include WCMC and the Participating Municipalities as additional insureds and shall contain an affirmative statement by the issuer that it will give written notice to WCMC at least thirty (30) calendar days prior to any modification, termination or cancellation of its policy. A certificate of insurance for each such policy naming WCMC and the Participating Municipalities as additional insureds, consistent with the above requirements, must be delivered to WCMC by the Vendor before the Vendor commences its obligations hereunder. Any other insurance or self-insurance maintained by WCMC or the Participating Municipalities shall be in excess to and shall not contribute to the protection WCMC and the Participating Municipalities receive as additional insureds on the insurance required by this Agreement. Any deductibles and self-insured retentions must be declared to and approved by WCMC. At the option of WCMC, the insurer may either: (a) reduce or eliminate such deductibles or self-insured retentions in regard to WCMC and the Participating Municipalities; or (b) the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

20. **Representations and Warranties**

- A. The Vendor has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or part of its assets, suffered the attachment or other judicial seizure of all or part of its assets, admitted its inability to pay debts as they come due or made an offer of settlement, extension or composition to its creditors generally, and the Vendor is not anticipating the occurrence of any of the abovementioned acts.
- B. There are no proceedings pending or, to the knowledge of the Vendor, threatened against or affecting the Vendor in any court or before any governmental authority,

arbitration board or tribunal that, if adversely determined, would materially and adversely affect the ability of the Vendor to perform its obligations hereunder.

- C. The Vendor is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which could materially and adversely affect the ability of the Vendor to perform its obligations under this Agreement or otherwise conduct its activities, and the Vendor agrees to obtain all licenses, permits and other governmental authorizations necessary to carry out the Services. Furthermore, the Vendor shall comply with all applicable laws, rules and regulations of local governments, the State of Illinois and the United States of America and all agencies and subdivisions thereof and shall cause its independent contractors, subcontractors, employees, agents and representatives to do the same, which laws shall include, without limitation, the Illinois Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*), to the extent as applicable, the Social Security Act (42 U.S.C. §§ 301, *et seq.*), the statutory provisions, laws and regulations promulgated on behalf of or in connection with the U.S. Equal Employment Opportunity Commission, the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), Occupational Safety and Health Act laws, standards and regulations and the Immigration Reform and Control Act of 1986.
- D. The Vendor agrees and acknowledges that it will not use the name of WCMC or any Participating Municipality to which it provides the Services without obtaining the prior written consent from the entity whose name the Vendor is seeking to use.

21. **Nondiscrimination & Compliance with Laws.** The Vendor shall refrain from engaging in discrimination based upon race, color, religion, sex, national origin or ancestry, age, physical or mental handicap or disability, sexual orientation, military status, parental status, marital status, or source of income in relation to the undertaking of its obligations under this Agreement. The Vendor shall undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, if required. The Vendor shall comply with any and all federal, state and local laws, statutes, ordinances, rules and regulations with regard to non-discrimination including, without limitation, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e, *et seq.*), the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*) and the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*).

The Vendor certifies that it is an “equal opportunity employer” as defined in section 2000e of the Civil Rights Act of 1964 (42 U.S.C. § 2000e), Executive Order number 11246 (Exec. Order No. 11246, 3 C.F.R. 339 (1964-65)), and Executive Order number 11375 (Exec. Order No. 11375, 3 C.F.R. 684 (1966-1970)), which are incorporated herein by reference. The Vendor also agrees to comply with the applicable Rules and Regulations of the Illinois Department of Human Rights.

22. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a)

actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Vendor:

See Exhibit A

With a copy to:

Attention:

Facsimile:

To WCMC:

West Central Municipal Conference
2000 Fifth Ave., Bldg N
River Grove, IL 60171
Attention: Richard Pellegrino, Executive
Director
Facsimile: 708-453-9101

With a copy to:

Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402
Attention: Michael T. Del Galdo
Facsimile: 708-222-7001

23. **Miscellaneous Provisions.**

- A. **Construction and Governing Law.** Construction and interpretation of this Agreement shall at all times and in all respects, be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County.
- B. **Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, and this Agreement is a compilation of such negotiations. The Vendor and WCMC acknowledge that they have had an opportunity to review and revise this Agreement

and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

- C. **Severability**. The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
- D. **Entire Agreement**. This Agreement contains the entire agreement and understanding by and between the Parties and it is expressly understood, agreed and distinctly acknowledged that all previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. No change or modification hereof shall be valid or binding unless the same is in writing and signed by WCMC and the Vendor or authorized representatives thereof. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that are not expressly set forth in this Agreement.
- E. **Modification**. Except as otherwise provided for herein, no provision of this Agreement may be modified, amended, waived or discharged unless such modification, waiver, amendment or discharge is agreed to in writing and bears the signatures of the Parties hereto.
- F. **Cumulative Rights**. All rights and remedies of the Parties, whether provided by law or in this Agreement, shall be cumulative and said rights and remedies may be exercised and enforced concurrently or separately. The exercise by any Party of any one or more of such remedies shall not preclude the exercise by such Party at the same time or different times of any other remedies for the same default or breach by the defaulting Party. No waiver made by any Party with respect to any breach or default by the other Party under this Agreement shall be construed as a waiver or release of rights with respect to any prior or subsequent default or breach hereunder, except to the extent specifically waived in writing. Any failure or delay by either Party in exercising any right or remedy or in instituting or prosecuting any actions or proceedings under this Agreement shall not be construed to constitute a forfeiture or waiver thereof or of any other right or remedy.
- G. **Headings**. The headings used herein have been inserted for the purpose of convenience and ready reference and form no substantive part of this Agreement, and shall not be used to define, enlarge or limit any term of this Agreement.
- H. **Prevailing Party**. In the event that either Party breaches this Agreement or is in default hereunder or in the event that the enforcement of this Agreement is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and

costs incurred by the prevailing Party. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

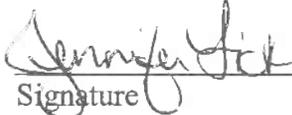
- I. **Counterparts and Facsimile Transmission.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- J. **Assignment.** This Agreement is personal in character and the Vendor shall not assign, transfer, convey, or otherwise dispose of its interest in this Agreement without the prior written consent of WCMC. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
- K. **Authority.** Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.
- L. **Qualified Professionals.** The Vendor agrees to engage qualified professionals for all work anticipated in this Agreement and, upon request, shall furnish WCMC with the names of such professionals as the same are retained.
- M. **Partnership Not Intended Nor Created.** Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties. WCMC and the Participating Municipalities shall not be legally responsible for any negligence or wrongdoing by the Vendor and/or its independent contractors, subcontractors, employees, agents and representatives and the Vendor and its independent contractors, subcontractors, employees, agents and representatives shall not be deemed employees, representatives, agents or servants of WCMC or the Participating Municipalities.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 17 day of August, 2017.

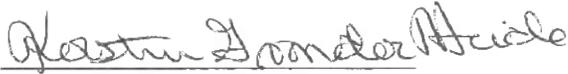
Executed:

VENDOR
Wilson Nurseries, Inc.
Name of Vendor

By: 
Signature

Its: VP.
Title

**SUBURBAN TREE
CONSORTIUM**

By: 
Kerstin G. von der Heide

Its: President
President

**WEST CENTRAL MUNICIPAL
CONFERENCE, AN ILLINOIS
COUNCIL OF GOVERNMENT**

By: 
Richard F. Pellegrino

Its: _____
Executive Director

CONTRACT 2

SUBURBAN TREE CONSORTIUM AND WEST CENTRAL MUNICIPAL CONFERENCE VENDOR AGREEMENT

THIS VENDOR AGREEMENT and all exhibits and attachments hereto (collectively, this “Agreement”) is made and effective as of this 17th day of August, 2017 by and between the West Central Municipal Conference, an Illinois council of government comprised of forty (40) municipalities, five (5) townships, two (2) community colleges and a zoo, (“WCMC”), the Suburban Tree Consortium, a group of thirty-eight (38) municipalities that desire to improve the quality and selection of parkway trees in the area, (the “STC”) and **Pugsley & LaHaie, Landscaping, LLC**, a **Planter** authorized to do business in the State of Illinois, (the “Vendor”). WCMC, the STC and the Vendor may, for convenience purposes only, be referred to as the “Parties” or each individually as a “Party”.

The Parties desire to set forth in writing the terms and conditions of their agreements and understandings.

W I T N E S S E T H:

WHEREAS, pursuant to Division 11-73.1 of the Illinois Municipal Code (65 ILCS 5/11-73.1-1, *et seq.*), municipalities are authorized to establish tree planting programs and enter into long term contracts with a vendor of trees for the purchase and delivery of such trees as may be necessary and appropriate for, and consistent with, an established tree planting program; and

WHEREAS, certain WCMC municipalities (collectively, “Participating Municipalities” and individually, “Participating Municipality”) desire to purchase tree transportation and planting services (the “Services”); and

WHEREAS, the Participating Municipality requesting the Services has determined that the Services are not covered by the Prevailing Wage Act (820 ILCS 130/0.01, *et seq.*) and has provided WCMC and the STC with an executed version of the certification attached hereto as Exhibit A; and

WHEREAS, the STC was created in 1985 by a group of municipalities wishing to improve the quality and selection of parkway trees in the Chicago area; and

WHEREAS, Illinois State law allows municipalities to enter into long term contractual relationships for the purpose of

procuring parkway trees for up to ten (10) years; and

WHEREAS, the goal of STC was and is for a group of municipalities to enter into a contract growing arrangement whereby nurseries will grow trees according to predetermined qualifications and make the trees available for fall and spring plantings for up to a five (5) year period; and

WHEREAS, buying power and economies of scale are increased by merging orders, mortalities are decreased because of more stringent specifications and better relationships with area nurseries and municipalities communicate more, increasing awareness and promoting the concepts of urban forestry in general; and

WHEREAS, the STC, with input from participating municipalities, has developed specifications for the purchase and planting of trees obtained through the Five Year Contractual Program; and

WHEREAS, the term of the current Five Year Contractual Program is Fall 2014 through Spring 2019; and

WHEREAS, the Five Year Contractual Program allows municipalities with long term tree plans to project their needs ahead for five (5) years, the nursery is inspected annually to ensure quality, adherence to STC specifications and plant availability, the municipalities order trees annually, actual expenditures are made when the plants are delivered and, in most cases, availability is guaranteed in the fifth (5th) year; and

WHEREAS, through the STC's Five Year Contractual Program and WCMC, Participating Municipalities will purchase the Services from the Vendor, which shall be one of the planters listed on Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the Vendor has the necessary experience and qualifications to furnish the Services to the Participating Municipalities in accordance with the terms of this Agreement; and

WHEREAS, the Vendor is in good standing under the laws of the State of Illinois, is qualified to do business in the State of Illinois, is authorized to conduct its business as it is presently being conducted and is not in violation of any provision of its organizational or operating agreements; and

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Scope of Services.** The Vendor agrees to furnish the Services to the Participating Municipalities in accordance with the terms of this Agreement, which includes the exhibits and attachments hereto. As the exhibits, attachments, vendors and pricing change from time to time, the exhibits and attachments will be updated and shall supersede prior exhibits and attachments upon approval by WCMC. The Services shall be completed in conformance with the pricing, attached hereto and incorporated herein as Exhibit C.

Each Participating Municipality shall annually, for up to a period of five (5) years, place an order for Services conforming to the specifications contained herein. Any deviation from a specification is the responsibility of the Participating Municipality and must be reported by the Participating Municipality to WCMC. The Vendor shall provide the Services, including all labor, material, equipment and supplies in accordance with the requirements set forth herein.

The Vendor shall bind its subcontractors to the provisions of this Agreement, except for those provisions that, by their nature, have no application to such subcontractors.

2. **Term.** This Agreement shall commence on the 1st day of September, 2017 and continue until the 31st day of August, 2018, unless earlier terminated as provided in this Agreement. This Agreement may be renewed annually, on the same payment terms contained herein for a period of five (5) years, provided that the renewal is in writing and signed by the Parties hereto.
3. **Termination.** Either Party to this Agreement may, for cause or no cause, at any time during the term of this Agreement, elect to terminate this Agreement upon thirty (30) calendar days written notice to the other Party. If the Vendor is in default or breach under this Agreement and fails to cure any default or breach within ten (10) calendar days after receiving written notice thereof, WCMC may, in its sole and absolute discretion, choose to: (a) terminate this Agreement; and/or (b) pursue any remedy or legal action available to WCMC including, but not limited to, bringing a lawsuit against the Vendor. For purposes of this Agreement, default is defined as failure of the Vendor to perform any of its obligations under this Agreement or failure to make sufficient progress so as to endanger the performance of this Agreement in accordance with its terms. WCMC may also terminate this Agreement if the Vendor files or has filed against it any bankruptcy, insolvency or similar proceeding that is not dismissed within thirty (30) calendar days after filing or if the Vendor makes an assignment for the benefit of its creditors. The Vendor shall reimburse WCMC for all costs incurred by WCMC in connection with a breach or default by the Vendor, including reasonable attorneys' fees. If WCMC terminates this Agreement for any reason, WCMC may procure, upon such terms and conditions and in any manner that it deems appropriate, supplies or services similar to those provided by the Vendor prior to the termination of this Agreement. If the termination is due to a default or breach by the Vendor, the Vendor shall be liable for any excess costs for similar supplies or services, unless acceptable evidence is submitted to WCMC showing that the failure to

perform was due to causes beyond the Vendor's control and was not due to the fault or negligence of the Vendor or its independent contractors, subcontractors, employees, agents and/or representatives. The excess costs may be set-off against any monies due and owed to the Vendor by WCMC or a Participating Municipality.

The Vendor shall not be held responsible for failure to perform its duties and obligations imposed under this Agreement due to any of the following matters, provided the matters are beyond the Vendor's reasonable control and directly relate to the Vendor's obligations hereunder: acts of God; damage or destruction caused by fire or other casualty; inclement weather; strikes; inability to procure or a general shortage of labor, equipment, facilities, materials or supplies; lockouts; acts of labor unions (whether legal or not); court orders, laws or orders of governmental or military authorities (a "Force Majeure Event"). Provided, however, a Force Majeure Event shall only extend the time for the Vendor's performance of an obligation pursuant to this Agreement if the Vendor uses reasonable efforts to mitigate the effects of the Force Majeure Event. Notwithstanding the foregoing, the Vendor's financial condition or inability to fund or obtain funding or financing shall not constitute a Force Majeure Event. Moreover, no Force Majeure Event shall be deemed to exist: (i) as to any matter unreasonably sustained; and (ii) unless the Vendor provides WCMC with a written notice within ten (10) calendar days of the commencement of such claimed Force Majeure Event. If WCMC deems that the Vendor will be unable to complete its obligations under this Agreement in a timely manner, WCMC has the option, in its sole and absolute discretion, to seek services and supplies from another vendor after providing the Vendor with ten (10) calendar days notice, in which case this Agreement shall be deemed null and void.

4. **Performance and Payment Bond or Letter of Credit.** If WCMC determines that it is necessary or desirable, the Vendor shall furnish to WCMC a performance and payment bond or a letter of credit in a form reasonably acceptable to WCMC and with a surety or sureties reasonably acceptable to WCMC to ensure the protection of those furnishing material, equipment or labor in connection with the Services and to ensure the completion of the work to be performed under this Agreement. The sum of each bond shall be One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00) or the sum of the letter of credit shall be One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00).
5. **Tree Supply Source and Transportation.** The Vendor shall transport the selected trees to the Participating Municipalities from the nursery(s). All nursery stock shall be grown and supplied within an eighty-five (85) mile radius of Chicago. A list of the nurseries where the planting stock has been tagged and a contact person at the nursery shall be given to the Vendor by the WCMC. The Vendor shall coordinate the collection and delivery process.

All trees shall be covered during transport to reduce water lost through transpiration. The Vendor shall only prune minor branches that may have been damaged during transit or handling. The Vendor shall receive and handle the trees in accordance with these specifications.

Digging and pick up from the nursery(s) shall be scheduled by the Vendor and coordinated with Participating Municipalities to ensure completion within the specified dates.

During transportation and handling, the Vendor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the Participating Municipalities shall reject the injured tree(s) and order them replaced at no further cost to the Participating Municipalities.

6. **Tree Planting Locations and JULIE.** The Participating Municipalities shall have the tree planting locations marked or staked in the field 30 days prior to planting. The Participating Municipalities shall provide the Vendor with a map and list of planting locations by species. The Vendor shall have the JULIE service locate utilities at each planting location. Any additions made by the Participating Municipalities to the original order must notify the Vendor 30 days before the scheduled planting date.
7. **Tree Planting Procedures.** The WCMC, STC and Participating Municipalities recognize that prominent individuals and institutions advocate various planting methods. The following specifications have been developed considering all opinions, field experience in the municipal setting, and applicable portions of the *International Society of Arboriculture Best Management Practices: Tree Planting (2005)*, the *ANSI A300 (Part 6) - 2012 Transplanting*, and the Illinois Green Industry Association specification titled *Shade tree planting with low profile package* (<http://www.ina-online.org/pdfs/Treespecs07/ShadeTreeLowProfile1.pdf>).

All trees shall be planted according to the following basic requirements:

All locations shall be provided by the Participating Municipalities. If field conditions dictate changes, the Vendor shall contact the Participating Municipalities and timely decisions shall be made.

All planting holes shall be hand dug for trees measuring up to 2.5" in diameter; mechanical equipment is authorized for larger trees unless otherwise specified by the Participating Municipality.

All planting holes shall be at least twenty (20) inches larger in diameter than the tree ball to a depth such that the tree when planted shall be situated with the root collar at ground line. The bottom of the planting hole shall not be disturbed. The sides of

the hole shall slope inward towards the bottom of the root ball. Planting holes shall be dug no more than twenty-four (24) hours before planting. If holes are pre-dug they must be barricaded until planting is complete.

All trees shall be planted to the depth of the root collar. Any need for adjustment within the ball shall be done at the time of planting. Unless requested by a Participating Municipality, wire baskets, burlap and twine may remain in tact.

Planting holes shall be firmly filled with material taken from the holes and any excess backfill must be removed prior to completion in each community. If a Participating Municipality knows that backfill is unsuitable, suitable backfill must be found by the Participating Municipality and offered to the Vendor. Larger size planting holes can be arranged at an extra charge to the Participating Municipality. The Vendor shall form water retention saucers (tree basins) around each tree planted.

All trees shall be firmly planted such that staking is not required. Should trees start to lean and need straightening due to shifting in the planting hole and not a result of excessive wind or storms, the Vendor shall straighten such trees within 45 days of planting.

The Vendor shall mulch all trees with a four (4) inch depth of wood chips or other approved mulch. The mulched surface area shall extend from the base of the tree trunk to a point beyond the circumference of the disturbed area. Mulch shall not be placed against the trunk of the tree. Mulching of all trees shall be done no later than four (4) days after planting.

The Vendor shall thoroughly water all trees at the time of planting, or at a time during the growing season as directed by the Participating Municipality. One (1) watering only, by the Vendor, shall be required, and shall be incidental to the unit price per tree. The Participating Municipalities shall supply all necessary water unless stated otherwise. The Vendor shall obtain a hydrant use authorization permit if necessary, and shall supply all necessary hoses, fittings, and wrenches to fill watering tanks from the hydrant.

The Vendor shall remove the excess excavated materials from the planting holes, and dispose of same at a site provided by the Participating Municipality within the corporate limits of the Participating Municipality unless otherwise arranged.

8. **Site Clean Up.** The Vendor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Site cleanup shall include removal of dirt, small twigs, chips, leaves, and grass from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job. The site should be returned to the same state it existed in prior to the planting work.

9. **Quantities.** Quantities of trees planted shall be in accordance with the specifications and order forms attached hereto. WCMC reserves the right to increase or decrease the quantities stipulated depending upon availability and quantities required. The Vendor shall plant the quantities ordered.

The Participating Municipalities shall accept quantities and species ordered. The Participating Municipalities shall not be held liable for cancellation or changes by other Participating Municipalities, therefore, liability shall solely belong to the Participating Municipality making such cancellation and/or revision. Additions to orders for a given season shall be provided at the same price as the contract price for that particular season.

10. **Completion Requirements.** The Vendor shall begin planting trees by October and shall finish by November 30 for the fall planting season and shall begin planting by April 1 and shall finish by May 30 for the spring planting season. Trees shall be dug at the appropriate time depending on weather and other site conditions. Additional time may be granted upon the prior written approval of WCMC. Any delays that lengthen the planting time shall also lengthen the time for mortality evaluations. Each Participating Municipality that delays digging or planting shall be responsible for any mortalities resulting therefrom.
11. **Mortality Evaluation.** The Vendor shall participate in an annual public tree mortality evaluation with each Participating Municipality, and a representative of WCMC, when appropriate, to ascertain the reasons why trees purchased under this Agreement may have died, evaluate responsibility for their replacement and to determine what measures can be taken to reduce such losses in the future. Trees shall be considered a mortality if they are determined to be dead or fail to thrive. Each evaluation shall be held in each Participating Municipality and shall include as participants such representatives of the Participating Municipality, WCMC and the Vendor as is deemed necessary or appropriate. Determining problems shall generally be the responsibility of the Participating Municipality. Proper guidelines are listed in Manual of Woody Landscape Plants, Selecting and Planting Trees and Street Tree Fact Sheets. Other problems, including depth of planting, failure of plant to leaf out and an excess of mulch are generally considered to be the responsibility of the Vendor and/or nursery.

Each such annual evaluation shall be scheduled by the Participating Municipality and the Vendor and shall entail completing a Mortality Form. The evaluation shall be held for the prior fall planting season and the current spring planting season after June 15 or thirty (30) calendar days after the spring planting has been completed for all of the Participating Municipalities, whichever is later. Within thirty (30) calendar days after the completion of the mortality evaluation, the Vendor shall submit to a designated representative of WCMC and the affected Participating Municipality a list of mortalities to be replaced. For the purposes of this paragraph, the definition of replacement is to supply, deliver and plant a tree. The trees that have been determined to be mortalities and those that have questionable viability during the inspection shall be subject to conditional acceptance and shall be added to a Mortality Conditional Acceptance Form. Any trees listed as conditional on the Mortality

Conditional Acceptance Form shall be reevaluated by September 1st of the same year, at which point a determination shall be made regarding whether the tree is thriving or a mortality.

12. **Personnel and Equipment.** The Vendor shall supply all material, equipment and personnel necessary to complete the work specified. The Vendor shall rent equipment as needed to cover any equipment breakdowns that would cause a tree to not be planted in the allotted time period. The Vendor shall provide qualified supervision of each crew at all times. Each supervisor shall be fluent in English and be authorized by the Vendor to accept and act upon all directives issued by the Participating Municipality or WCMC.
13. **Inspections.** Representatives of WCMC and/or the Participating Municipalities shall have the right to inspect any and all trees, materials, components, supplies, workmanship and Services rendered hereunder. If any tree, material, component, supply, workmanship or Service is deemed unacceptable by WCMC or a Participating Municipality because it does not comply with the requirements of this Agreement, including the specifications or order forms attached hereto, the same shall be replaced or redone by the Vendor at no additional cost to WCMC or the affected Participating Municipality.
14. **Annual Reports.** A final tree planting report shall be provided to WCMC by the Vendor on at least an annual basis.
15. **Basis of Payment.** The Vendor shall be paid for the Services described herein at a unit price per tree planted, which prices are attached hereto and incorporated herein. The prices shall constitute the total cost for all work involved in the respective items, which includes, without limitation, all insurance, royalties, transportation charges, the use of tools and equipment, superintendence, overhead expenses, all profits and all other work, services and conditions necessarily involved in the work to be done and the materials to be furnished in accordance with the terms of this Agreement.

Final planting billing shall be made through WCMC and all questions shall be handled by and order changes shall be made through WCMC. Billing shall include an itemized account for each Participating Municipality's purchases, including all revisions to specifications and order forms.

Pricing shall be in accordance with this Agreement.

Annually, before the month of August, the Vendor shall submit to WCMC a price list which includes prices for the fifth year of this Agreement. Previously submitted and approved prices for years one (1) through four (4) shall remain firm. The Participating Municipalities shall review price lists and vote on them at the Summer meeting.

No payment, final or otherwise, shall release the Vendor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

16. **Payment.** Payment will be made within forty-five (45) calendar days after WCMC receives an invoice and the trees, materials, components, supplies, workmanship and the Services contained in the invoice have been inspected and verified, if applicable. All invoices shall include an itemized account of each Participating Municipality's tree purchases, the revisions and/or cancellations that each Participating Municipality made to the specifications or order forms and a list of planting and delivery charges, if applicable. All invoices shall be sent to WCMC in accordance with the notice provisions contained herein.
17. **Taxes & Payments to Third Parties.** WCMC and the Participating Municipalities do not pay Federal excise tax or Illinois retailers' occupational tax and, therefore, these taxes should not be considered in the price for the Services. The Parties also acknowledge that, except as otherwise set forth in this Agreement, WCMC shall have no obligation to pay any entity or person other than the Vendor, and the Vendor, its permitted successors and permitted assigns shall be obligated to make direct payments to any other entity, independent contractors, subcontractors, person or entity providing services or materials in connection with the Services or this Agreement. Moreover, WCMC shall not withhold from the payments to the Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax or any other amounts for the benefit of the Vendor. WCMC shall not provide to the Vendor any insurance coverage or benefits, including Workers' compensation, normally provided by WCMC to its employees.
18. **Indemnification.** To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless WCMC, its past and present officials (whether elected or appointed), employees, directors, agents, officers, representatives, attorneys, independent contractors and the Participating Municipalities and their past and present officials (whether elected or appointed), employees, directors, agents, officers, representatives, attorneys, independent contractors and the successors, predecessors, executors, administrators, heirs, beneficiaries, legatees and assigns of such persons and entities (collectively, the "WCMC Indemnified Parties") from and against any and all claims, losses, demands, liability, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees, paralegal fees, witness fees and court costs), deaths, injuries and damages (whether actual or punitive), suits or judgments by, to or on behalf of any person, firm, corporation or entity: (i) arising from or in any way related to the performance of the Services or the installation or maintenance of any tree, material component, supply or workmanship delivered or requested pursuant to this Agreement; (ii) arising from or in any way related to any breach or default on the part of the Vendor in performing any of its obligations under this Agreement; (iii) arising from or in any way related to any negligent or willful act or omission of the Vendor or any of its independent contractors, subcontractors, employees, agents or representatives; (iv) arising from or in any way related to any act, omission or negligence of the Vendor or any person or entity claiming through or under the Vendor, or of the contractors,

subcontractors, agents, servants, employees, guests, invitees or licensees of the Vendor, or any person or entity claiming through or under such person concerning the Services, this Agreement or trees, materials, components, supplies or workmanship delivered or requested in connection with this Agreement. This Agreement shall not be construed as requiring the Vendor to indemnify the WCMC Indemnified Parties for their own negligence.

The obligations of the Vendor under this Paragraph 18 shall include, without limitation, the burden and expense of defending all of the abovementioned actions, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against any of the WCMC Indemnified Parties; provided that no settlement of any matter shall be entered without the Vendor's written consent, which the Vendor shall have the reasonable discretion to provide. In the event a suit is filed against WCMC or any of the WCMC Indemnified Parties, WCMC shall have the right to retain counsel of its own choice on its own behalf or on behalf of the WCMC Indemnified Parties for which the Vendor shall pay in accordance with the reasonable terms and conditions of the engagement arrangement entered into between WCMC and its chosen counsel.

The obligations of the Vendor under this Agreement shall not be affected in any way by the absence or presence of insurance coverage (or any limitation thereon, including any statutory limitations with respect to workers' compensation insurance) or by the failure or refusal of any insurance carrier to perform an obligation on its part under any insurance policies; provided, however, that if WCMC actually receives any proceeds of the Vendor's insurance with respect to an obligation of the Vendor under this Paragraph 18, the amount thereof shall be credited against and applied to reduce any amounts paid and/or payable hereunder by the Vendor with respect to such obligation.

19. **Insurance.** Prior to the commencement of this Agreement, the Vendor shall procure and maintain and cause its subcontractors and independent contractors to procure and maintain, for the benefit of the Vendor, its independent contractors, subcontractors, employees, agents and representatives, WCMC and the Participating Municipalities, for the duration of this Agreement, commercial general liability insurance policy, in ISO form or other form that provides coverage at least as broad, written on an "occurrence" basis with a policy limit of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for each occurrence and Two Million and No/100 U.S. Dollars (\$2,000,000.00) in the aggregate and worker's compensation insurance in statutory limits, employer's liability insurance with at least One Million and No/100 U.S. Dollars (\$1,000,000.00) per accident, One Million and No/100 U.S. Dollars (\$1,000,000.00) per disease, per employee and One Million and No/100 U.S. Dollars (\$1,000,000.00) per disease, aggregate and auto liability with combined single limits of at least One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence. All such policies shall protect WCMC and the Participating Municipalities from and against any liability from any claim for personal injury or property damage occurring in connection with or incidental to the Services, this Agreement or for the trees, materials, components, supplies or workmanship provided for hereunder. Each such policy shall include WCMC and the Participating Municipalities as additional insureds and shall

contain an affirmative statement by the issuer that it will give written notice to WCMC at least thirty (30) calendar days prior to any modification, termination or cancellation of its policy. A certificate of insurance for each such policy naming WCMC and the Participating Municipalities as additional insureds, consistent with the above requirements, must be delivered to WCMC by the Vendor before the Vendor commences its obligations hereunder. Any other insurance or self-insurance maintained by WCMC or the Participating Municipalities shall be in excess to and shall not contribute to the protection WCMC and the Participating Municipalities receive as additional insureds on the insurance required by this Agreement. Any deductibles and self-insured retentions must be declared to and approved by WCMC. At the option of WCMC, the insurer may either: (a) reduce or eliminate such deductibles or self-insured retentions in regard to WCMC and the Participating Municipalities; or (b) the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

20. Representations and Warranties

- A. The Vendor has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors, suffered the appointment of a receiver to take possession of all or part of its assets, suffered the attachment or other judicial seizure of all or part of its assets, admitted its inability to pay debts as they come due or made an offer of settlement, extension or composition to its creditors generally, and the Vendor is not anticipating the occurrence of any of the abovementioned acts.
- B. There are no proceedings pending or, to the knowledge of the Vendor, threatened against or affecting the Vendor in any court or before any governmental authority, arbitration board or tribunal that, if adversely determined, would materially and adversely affect the ability of the Vendor to perform its obligations hereunder.
- C. The Vendor is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which could materially and adversely affect the ability of the Vendor to perform its obligations under this Agreement or otherwise conduct its activities, and the Vendor agrees to obtain all licenses, permits and other governmental authorizations necessary to carry out the Services. Furthermore, the Vendor shall comply with all applicable laws, rules and regulations of local governments, the State of Illinois and the United States of America and all agencies and subdivisions thereof and shall cause its independent contractors, subcontractors, employees, agents and representatives to do the same, which laws shall include, without limitation, the Social Security Act (42 U.S.C. §§ 301, *et seq.*), the statutory provisions, laws and regulations promulgated on behalf of or in connection with the U.S. Equal Employment Opportunity Commission, the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*), Occupational Safety and Health Act laws, standards and regulations and the Immigration Reform and Control Act of 1986.

D. The Vendor agrees and acknowledges that it will not use the name of WCMC or any Participating Municipality to which it provides the Services without obtaining the prior written consent from the entity whose name the Vendor is seeking to use.

21. **Nondiscrimination & Compliance with Laws.** The Vendor shall refrain from engaging in discrimination based upon race, color, religion, sex, national origin or ancestry, age, physical or mental handicap or disability, sexual orientation, military status, parental status, marital status, or source of income in relation to the undertaking of its obligations under this Agreement. The Vendor shall undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination, if required. The Vendor shall comply with any and all federal, state and local laws, statutes, ordinances, rules and regulations with regard to non-discrimination including, without limitation, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e, *et seq.*), the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*) and the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*).

The Vendor certifies that it is an “equal opportunity employer” as defined in section 2000e of the Civil Rights Act of 1964 (42 U.S.C. § 2000e), Executive Order number 11246 (Exec. Order No. 11246, 3 C.F.R. 339 (1964-65)), and Executive Order number 11375 (Exec. Order No. 11375, 3 C.F.R. 684 (1966-1970)), which are incorporated herein by reference. The Vendor also agrees to comply with the applicable Rules and Regulations of the Illinois Department of Human Rights.

22. **Illinois Prevailing Wage Act; Participating Municipality’s Certification.** The Participating Municipality requesting the Services to be performed under this Agreement has determined that the Services are not a “public work” within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*) (the “Act”). WCMC and STC lack information about the Participating Municipality’s past and future development plans with regard to the Services sought hereunder and accordingly enter into this Agreement solely in reliance upon the Participating Municipality’s determination. This Agreement shall not be binding on any Party unless and until the Participating Municipality’s certification, attached hereto as Exhibit A, is executed and attached.
23. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Vendor: See Exhibit B

With a copy to:

Attention:
Facsimile:

To WCMC:

West Central Municipal Conference
2000 Fifth Ave., Bldg N
River Grove, IL 60171
Attention: Richard Pellegrino, Executive
Director
Facsimile: 708-453-9101

With a copy to:

Del Galdo Law Group, LLC
1441 South Harlem Avenue
Berwyn, Illinois 60402
Attention: Michael T. Del Galdo
Facsimile: 708-222-7001

24. **Miscellaneous Provisions.**

- A. **Construction and Governing Law.** Construction and interpretation of this Agreement shall at all times and in all respects, be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County.
- B. **Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, and this Agreement is a compilation of such negotiations. The Vendor and WCMC acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

- C. **Severability**. The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof, and the remainder of this Agreement shall continue to be valid and enforceable to the fullest extent permitted by law.
- D. **Entire Agreement**. This Agreement contains the entire agreement and understanding by and between the Parties and it is expressly understood, agreed and distinctly acknowledged that all previous communications and negotiations between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified and void. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Parties or authorized representatives thereof. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party that are not expressly set forth in this Agreement.
- E. **Modification**. Except as otherwise provided for herein, no provision of this Agreement may be modified, amended, waived or discharged unless such modification, waiver, amendment or discharge is agreed to in writing and bears the signatures of the Parties hereto.
- F. **Cumulative Rights**. All rights and remedies of the Parties, whether provided by law or in this Agreement, shall be cumulative and said rights and remedies may be exercised and enforced concurrently or separately. The exercise by any Party of any one or more of such remedies shall not preclude the exercise by such Party at the same time or different times of any other remedies for the same default or breach by the defaulting Party. No waiver made by any Party with respect to any breach or default by the other Party under this Agreement shall be construed as a waiver or release of rights with respect to any prior or subsequent default or breach hereunder, except to the extent specifically waived in writing. Any failure or delay by either Party in exercising any right or remedy or in instituting or prosecuting any actions or proceedings under this Agreement shall not be construed to constitute a forfeiture or waiver thereof or of any other right or remedy.
- G. **Headings**. The headings used herein have been inserted for the purpose of convenience and ready reference and form no substantive part of this Agreement, and shall not be used to define, enlarge or limit any term of this Agreement.
- H. **Prevailing Party**. In the event that either Party breaches this Agreement or is in default hereunder or in the event that the enforcement of this Agreement is litigated before a court of law or an administrative agency, the non-prevailing Party shall be liable to the prevailing Party for the prevailing Party's reasonable attorneys' fees and costs incurred by the prevailing Party. Prevailing Party shall mean any defendant found not liable on any and all counts and/or any plaintiff recovering on any count. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

- I. **Counterparts and Facsimile Transmission.** This Agreement may be executed in counterpart originals, each of which shall be deemed to be an original with the same effect as if the signatures thereto were on the same instrument. A signature affixed to this Agreement and transmitted by facsimile shall have the same effect as an original signature.
- J. **Assignment.** This Agreement is personal in character and the Vendor shall not assign, transfer, convey, or otherwise dispose of its interest in this Agreement without the prior written consent of WCMC. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
- K. **Authority.** Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon such Party without the requirement of the approval or consent of any other person or entity in connection herewith.
- L. **Qualified Professionals.** The Vendor agrees to engage qualified professionals for all work anticipated in this Agreement and, upon request, shall furnish WCMC with the names of such professionals as the same are retained.
- M. **Partnership Not Intended Nor Created.** Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties. WCMC, the STC and the Participating Municipalities shall not be legally responsible for any negligence or wrongdoing by the Vendor and/or its independent contractors, subcontractors, employees, agents and representatives and the Vendor and its independent contractors, subcontractors, employees, agents and representatives shall not be deemed employees, representatives, agents or servants of WCMC, the STC or the Participating Municipalities.

(SIGNATURE PAGE TO FOLLOW)

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this 17 day of August, 20 17.

Executed:

VENDOR

Pugsley & LaHaie
Name of Vendor

By: Matt Menon
Signature

Its: Client Rep
Title

**SUBURBAN TREE
CONSORTIUM**

By: Kerstin G. von der Heide
Kerstin G. von der Heide

Its: President
President

**WEST CENTRAL MUNICIPAL CONFERENCE, AN ILLINOIS
COUNCIL OF GOVERNMENT**

By: Richard F. Pellegrino
Richard F. Pellegrino

Its: _____
Executive Director

Doty Nurseries LLC

DOTY NURSERIES	Planting Season	Fall 2023/Spring 2024				Fall 2024/Spring 2025				Fall 2025/Spring 2026				Fall 2026/Spring 2027				Fall 2027/Spring 2028			
		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"
Armstrong Gold® Maple	spr													280				280			
Autumn Blaze® Freeman Maple	spr / fall	225	254			235	264			250	285			270	305			275	305		
Marmo Freeman Maple	spr / fall	225				235				250				270				275			
State Street® Maple	spr / fall	234				240				255				275				275			
Red Pointe® Maple	spring	225	254	305		235	264	320		250	285			270	305			275	305		
Crescendo™ Sugar Maple	spr / fall	232				242				260				280				280			
Fall Fiesta Sugar Maple	spr/fall																	280			
Green Mountain® Sugar Maple	spr / fall	232				242				260				280				280			
Autumn Splendor Horsechestnut	spring	315				335				350				380				380			
Northern Catalpa	spr / fall	185	235			195	242			209	258			225	278			225	278		
Common Hackberry	spr / fall	212				225				240				260				260			
American Beech	spring	305				320				345				370				370			
Princeton Sentry Ginkgo	spr / fall		345				375				390				405				405		
Skyline® Honeylocust	spr / fall	212				230				245				264				264			
Kentucky Coffee Tree	spr / fall	235	265			240	270			255	288			275	310			275	310		
Espresso™ Kentucky Coffee Tree	spr / fall	242				250				268				288				288			
True North Kentucky Coffee Tree	spr/fall																	288			
Exclamation™ Planetree	spring	215				230				245				250				250			
White Oak	spring	270	308			280	315			300				315				315			
Swamp White Oak	spring	243				260				278				300				300			
Bur Oak	spring	249				260				278				300				300			
Chinkapin Oak	spring													300				300			
Regal Prince Oak	spring	249				260				278				300				300			
Red Oak	spring	249	290			260	295			278	315			300	340			300	340		
Black Locust	spr / fall	265				265				270				290				290			
Common Baldcypress	spring	220	250			230	260			245	275			260	295			260	295		
American Sentry Linden	spr / fall	215				225				240				260				260			
Redmond Linden	spr / fall	215				225				240				260				260			
Greenspire® Littleleaf Linden	spr / fall	215	250			225	255			240				260				260			
Princeton American Elm	spr / fall	219				235				252				260				260			
Accolade® Elm	spr / fall	219				235				252				260				260			
Paperbark Maple	spr/fall																	385			
Autumn Brilliance Serviceberry	spr / fall	245				250				268				290				290			
Spring Flurry Serviceberry	spr / fall	245				250				268				290				290			
River Birch	spring	192				200				214				225				225			
Thornless Hawthorn	spring					195				210				235				235			
Floribunda Crabapple	spr / fall	170				175				190				200				200			
Red Jewel™ Crabapple	spr / fall	170	205			185	210			200	230			215	245				245		
Royal Raindrops® Crabapple	spr / fall		205				210				230				245				245		
Golden Raindrops® Crabapple	spr / fall	170	205				210				230				245				245		
Starlite Crabapple	spr/fall					195				210				220				220			
China Snow Pekin Lilac	spr / fall		238				245				260				285				285		
Beijing Gold Lilac	spr / fall	240				245				260				265				265			
Ivory Silk Lilac	spr / fall		265				275				295				305				305		

CONSORTIUM PRICING

BOTANICAL NAME	COMMON NAME	Fall 2022/Sp 2023			Fall 2023/Sp 2024			Fall 2024/Sp 2025			Fall 2025/Spring 2026			Fall 2026/Spring 2027		
		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"
<i>Acer campestre</i>	Maple, Hedge	180	0	0	186	0	0	191	0	0	197	0	0	246	0	0
<i>Acer freemanii</i> 'Autumn Blaze'	Maple, Autumn Blaze	0	219	279	0	225	287	0	232	296	0	239	304	0	299	381
<i>Acer freemanii</i> 'Firefall'	Maple, Firefall	180	219	279	186	225	287	191	232	296	197	239	304	246	299	381
<i>Acer freemanii</i> 'Marmo'	Maple, Marmo	180	219	279	186	225	287	191	232	296	197	239	304	246	299	381
<i>Acer freemanii</i> 'Sienna Glen'	Maple, Sienna Glen	180	219	279	186	225	287	191	232	296	197	239	304	246	299	381
<i>Acer miyabei</i> 'Morton'	Maple, State Street	191	240	0	197	248	0	203	255	0	209	263	0	261	328	0
<i>Acer platanoides</i> 'Royal Red'	Maple, Royal Red	180	219	0	186	225	0	191	232	0	197	239	0	246	299	0
<i>Acer rubrum</i> 'Bowhall'	Maple, Bowhall Red	180	219	0	186	225	0	191	232	0	197	239	0	246	299	0
<i>Acer rubrum</i> 'Red Pointe'	Maple, Red Pointe	180	219	279	186	225	287	191	232	296	197	239	305	246	299	381
<i>Acer rubrum</i> 'Sun Valley'	Maple, Sun Valley Red	180	219	279	186	225	287	191	232	296	197	239	305	246	299	381
<i>Acer rubrum</i> (A. x freemanii) 'Armstrong Gold'	Maple, Armstrong Gold	180	219	0	186	225	0	191	232	0	197	239	0	246	299	0
<i>Acer saccharum</i> 'Commemoration'	Maple, Commemoration Sugar	186	235	0	191	242	0	197	249	0	203	257	0	254	321	0
<i>Acer saccharum</i> 'Fall Fiesta'	Maple, Fall Fiesta Sugar	186	235	271	191	242	279	197	249	287	203	257	296	254	321	370
<i>Acer saccharum</i> 'Green Mountain'	Maple, Green Mountain Sugar	186	235	0	191	242	0	197	249	0	203	257	0	254	321	0
<i>Acer saccharum</i> 'Morton'	Maple, Crescendo Sugar	186	0	0	191	0	0	197	0	0	203	0	0	254	0	0
<i>Acer truncatum</i> x <i>platanoides</i> 'JFS-KW 202'	Maple, Crimson Sunset	197	246	279	203	253	287	209	261	296	215	269	304	269	336	381
<i>Aesculus x arnoldiana</i> 'Autumn Splendor'	Horsechestnut, Autumn Splendor	223	268	300	230	276	310	236	284	319	244	293	328	304	366	410
<i>Amelanchier grandiflora</i> 'Autumn Brilliance'	Serviceberry, Autumn Brilliance Apple	208	245	0	214	252	0	220	260	0	227	268	0	284	335	0
<i>Amelanchier laevis</i> 'Cumulus'	Serviceberry, Cumulus	208	245	0	214	252	0	220	260	0	227	268	0	284	335	0
<i>Amelanchier laevis</i> 'JFS-Arb'	Serviceberry, Spring Flurry Allegheny	208	245	0	214	252	0	221	260	0	227	268	0	284	335	0
<i>Betula</i> 'White Satin'	Birch, White Satin	0	189	250	0	195	258	0	201	265	0	207	273	0	258	341
<i>Betula nigra</i>	Birch, River	166	189	228	171	195	235	176	201	242	181	207	249	227	258	312
<i>Betula populifolia</i> 'Whitespire'	Birch, Whitespire Gray	166	189	228	171	195	235	176	201	242	181	207	249	227	258	312
<i>Carpinus caroliniana</i>	Hornbeam, American	201	241	304	207	249	313	213	256	322	220	264	332	275	330	415
<i>Carya ovata</i>	Hickory, Shagbark	290	0	0	298	0	0	307	0	0	316	0	0	396	0	0
<i>Catalpa speciosa</i>	Northern Catalpa	155	189	223	160	195	230	165	201	236	170	207	244	212	258	304
<i>Celtis occidentalis</i>	Hackberry, Common	172	235	273	177	242	281	182	249	290	187	257	299	234	321	373
<i>Celtis occidentalis</i> 'Prairie Sentinel'	Hackberry, Prairie Sentinel	172	0	0	177	0	0	182	0	0	187	0	0	234	0	0
<i>Cercis canadensis</i>	Eastern Redbud	195	235	281	200	242	289	206	249	298	213	257	307	266	321	384
<i>Cladrastis kentukea</i>	Yellowwood, American	247	284	297	254	293	306	262	302	315	270	311	325	337	388	406
<i>Cornus mas</i> 'Golden Glory'	Dogwood, Golden Glory Cornelian Cherry	161	0	0	165	0	0	170	0	0	176	0	0	219	0	0
<i>Corylus colurna</i>	Turkish Filbert	213	258	0	219	266	0	226	274	0	233	282	0	291	352	0
<i>Crataegus crusgalli</i> var. <i>inermis</i>	Hawthorn, Thornless Cockspur	165	0	0	170	0	0	175	0	0	180	0	0	225	0	0
<i>Crataegus viridis</i> 'Winter King'	Hawthorn, Winter King	165	201	0	170	207	0	175	213	0	180	219	0	225	274	0
<i>Fagus sylvatica</i> 'Roseomarginata'	Beech Tricolor European	230	0	0	237	0	0	244	0	0	251	0	0	314	0	0
<i>Ginkgo biloba</i> 'Autumn Gold'	Ginkgo, Autumn Gold Maidenhair Tree	281	344	0	289	354	0	298	365	0	307	376	0	384	470	0
<i>Ginkgo biloba</i> 'Golden Columnade'	Ginkgo, Golden Columnade	281	344	0	289	354	0	298	365	0	307	376	0	384	470	0
<i>Ginkgo biloba</i> 'Magyar'	Ginkgo, Magyar Maidenhair Tree	281	344	0	289	354	0	298	365	0	307	376	0	384	470	0
<i>Ginkgo biloba</i> 'Princeton Sentry'	Ginkgo, Princeton Sentry Maidenhair Tree	281	344	419	289	355	431	298	365	444	307	376	457	384	470	572
<i>Ginkgo biloba</i> 'The President'	Ginkgo, The President Maidenhair Tree	281	344	419	289	355	431	298	365	444	307	376	457	384	470	572
<i>Gleditsia triacanthos inermis</i> 'Draves'	Locust, Street Keeper	189	240	0	195	248	0	201	255	0	207	263	0	258	328	0
<i>Gleditsia triacanthos inermis</i> 'Imperial'	Locust, Imperial	189	240	258	195	247	266	201	255	274	207	262	282	258	328	352
<i>Gleditsia triacanthos inermis</i> 'Shademaster'	Locust, Shademaster	172	213	258	177	219	266	182	226	274	187	233	282	234	291	352

CONSORTIUM PRICING

BOTANICAL NAME	COMMON NAME	Fall 2022/Sp 2023			Fall 2023/Sp 2024			Fall 2024/Sp 2025			Fall 2025/Spring 2026			Fall 2026/Spring 2027		
		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"
<i>Gleditsia triacanthos</i> var. <i>Inermis</i> 'Skycole'	Locust, Skyline	172	213	258	177	219	265	182	226	273	187	233	281	234	291	352
<i>Gymnocladus dioica</i>	Kentucky Coffee Tree	186	246	0	191	254	0	197	261	0	203	269	0	254	336	0
<i>Gymnocladus dioica</i> 'Espresso'	Kentucky Coffee Tree Espresso	186	246	0	191	253	0	197	261	0	203	269	0	254	336	0
<i>Liquidambar styraciflua</i> 'Morraine'	Sweetgum, Morraine	197	259	0	203	267	0	209	275	0	215	283	0	269	354	0
<i>Liquidambar styraciflua</i> 'Worplesdon'	Sweetgum, Worplesdon	197	259	284	203	267	293	209	275	301	215	283	310	269	354	388
<i>Liriodendron tulipifera</i> 'JFS-Oz'	Tulip Tree, Emerald City	186	246	0	191	253	0	197	261	0	203	269	0	254	336	0
<i>Liriodendron tulipifera</i>	Tulip Tree	186	246	0	191	253	0	197	261	0	203	269	0	254	336	0
<i>Mackia amurensis</i>	Mackia, Amur	217	256	0	224	264	0	231	272	0	238	280	0	297	350	0
<i>Malus 'Jewelcole'</i>	Crab, Red Jewel	134	165	230	141	173	242	148	182	254	155	191	266	194	239	333
<i>Malus 'JFS-KWS'</i>	Crab, Royal Raindrops	0	165	230	0	173	242	0	182	254	0	191	266	0	239	333
<i>Malus 'Lollipop'</i>	Crab, Lollipop	135	165	230	141	173	242	148	182	254	156	191	266	195	239	333
<i>Malus 'Marilee'</i>	Crab, Marilee	135	165	230	141	173	242	148	182	254	156	191	266	195	239	333
<i>Malus 'Prairiefire'</i>	Crab, Prairiefire	134	164	0	141	173	0	148	181	0	155	190	0	194	238	0
<i>Malus 'Purple Prince'</i>	Crab, Purple Prince	134	164	0	141	173	0	148	181	0	155	190	0	194	238	0
<i>Malus 'Spring Snow'</i>	Crab, Spring Snow	134	164	0	141	173	0	148	181	0	155	190	0	194	238	0
<i>Malus transtoria</i> 'Schmidtoutleaf'	Crab, Golden Raindrops	134	164	0	141	173	0	148	181	0	155	190	0	194	238	0
<i>Metasequoia glyptostroboides</i>	Redwood, Dawn	169	196	0	174	201	0	180	208	0	185	214	0	231	267	0
<i>Nyssa sylvatica</i>	Black Tupelo	235	286	0	242	295	0	249	304	0	257	313	0	321	391	0
<i>Ostrya virginiana</i>	Hophornbeam, American or Ironwood	190	237	0	196	244	0	201	251	0	208	259	0	259	324	0
<i>Platanus x acerifolia</i> 'Morton Circle'	London Plane Tree, Exclamation	175	235	273	180	242	281	185	249	290	191	257	299	239	321	373
<i>Quercus alba</i>	Oak, White	224	275	315	231	284	324	238	292	334	245	301	344	306	376	430
<i>Quercus bicolor</i>	Oak, Swamp White	189	247	287	195	254	296	201	262	305	207	270	314	258	337	393
<i>Quercus coccoloba</i>	Oak, Scarlet	189	247	287	195	254	296	201	262	305	207	270	314	258	337	393
<i>Quercus ellipsoidalis</i> 'Northern Pin'	Oak, Northern Pin	189	247	0	195	254	0	201	262	0	207	270	0	258	337	0
<i>Quercus imbricaria</i>	Oak, Shingle	189	247	287	195	254	296	201	262	305	207	270	314	258	337	393
<i>Quercus macrocarpa</i>	Oak, Bur	189	247	287	195	254	296	201	262	305	207	270	314	258	337	393
<i>Quercus muehlenbergii</i>	Oak, Chinkapin	189	247	0	195	254	0	201	262	0	207	270	0	258	337	0
<i>Quercus robur</i>	Oak, Heritage	189	247	288	195	254	296	201	262	305	207	270	314	258	337	393
<i>Quercus robur</i> 'Long'	Oak, Regal Prince English	189	247	0	195	254	0	201	262	0	207	270	0	258	337	0
<i>Quercus rubra</i>	Oak, Northern Red	189	247	287	195	254	296	201	262	305	207	270	314	258	337	393
<i>Robinia pseudoacacia</i> 'Purple Robe'	Locust, Black Purple Robe	200	223	0	206	230	0	212	236	0	219	244	0	273	304	0
<i>Syringa pekinensis</i> 'Morton'	Lilac, China Snow Peking	189	224	287	195	231	296	201	238	305	207	245	314	258	306	393
<i>Syringa pekinensis</i> 'Zhang Zhiming'	Lilac, Beijing Gold	189	224	287	195	231	296	200	237	305	206	245	314	258	306	393
<i>Syringa reticulata</i> 'Elliott'	Lilac, Snowcap	189	224	287	195	231	296	201	237	305	207	245	314	258	306	393
<i>Syringa reticulata</i> 'Ivory Silk'	Lilac, Ivory Silk Japanese Tree	189	224	287	195	231	296	201	237	305	207	245	314	258	306	393
<i>Tilia americana</i> 'Redmond'	Linden, Redmond American	189	224	246	195	231	254	201	238	261	207	245	269	258	306	336
<i>Tilia americana</i> 'McKintley'	Linden, American Sentry	189	224	246	195	231	253	201	238	261	207	245	269	258	306	336
<i>Tilia cordata</i> 'Greenspire'	Linden, Greenspire	189	224	246	195	231	253	201	238	261	207	245	269	258	306	336
<i>Tilia tomentosa</i> 'Sterling'	Linden, Sterling Silver	189	224	246	195	231	253	201	238	261	207	245	269	258	306	336
<i>Ulmus</i>	Elm, Triumph	180	219	246	186	225	253	191	232	261	197	239	269	246	299	336
<i>Ulmus americana</i> 'Princeton'	Elm, Princeton	180	219	246	186	225	253	191	232	261	197	239	269	246	299	336
<i>Ulmus</i> 'Patriot'	Elm, Patriot	180	219	246	186	225	253	191	232	261	197	239	269	246	299	336
<i>Ulmus carpinifolia</i> 'New Horizon'	Elm, New Horizon Smoothleaf	180	219	246	186	225	253	191	232	261	197	239	269	246	299	336
<i>Ulmus carpinifolia</i> 'Prospector'	Elm, Prospector Smoothleaf	180	219	246	186	225	253	191	232	261	197	239	269	246	299	336
<i>Ulmus parvifolia</i> 'Frontier'	Elm Frontier	180	219	246	186	225	253	191	232	261	197	239	269	246	299	336

HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 27/SPRING 28			Fall23/Spring24				Fall24/Spring25				Fall25/Spring26				Fall26/Spring27				Fall27/Spring28			
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
State Street Miyabe Maple	Acer miyabei 'Morton'	Spring/Fall	236	273	321	372	238	276	321	372	240	279	321	372	240	279	321	372	252	293	337	391
Green Column Black Maple	Acer nigrum 'Green Column'	Spring/Fall	256	294	342	383	256	294	342	383	258	297	342	383	258	297	342	383	271	312	359	402
Columnar Norway Maple	Acer platanoides 'Columnare'	Spring/Fall	212	236	285	319	214	238	288	319	216	245	310	335	222	252	319	345	233	265	335	362
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	222	247	296	329	222	247	296	329												
Emerald Lustre Norway Maple	Acer platanoides 'Emerald Lustre®'	Spring/Fall	212	236	285	319	214	238	288	319	216	245	310	335	222	252	319	345	233	265	335	362
Armstrong Gold Maple	Acer rubrum 'Armstrong Gold'	Spring	228	252	301	336	228	252	301	336	230	265	316	339	237	273	316	359				
Red Sunset Red Maple	Acer rubrum 'Red Sunset™'	Spring	228	252	301	335	228	252	301	335	228	252	301	335	228	252	301	335				
Redpoint Red Maple	Acer rubrum 'Redpoint™'	Spring	241	263	310	353	243	266	313	353	243	269	322	353	243	269	322	353	255	282	338	371
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring	228	252	301	335	228	252	301	335	228	252	301	335	228	252	301	335	239	265	316	352
Crimson Sunset Maple	Acer truncatum 'Crimson Sunset'	Spring/Fall	236	273	321	372	238	276	324	372	240	279	324	372	247	287	334	383	259	301	351	402
Autumn Fest Sugar Maple	Acer saccharum 'Autumn Fest'	Spring/Fall	231	250	303	333	233	253	306	333												
Crescendo Sugar Maple	Acer saccharum 'Crescendo'	Spring/Fall	231	250	303	333	233	253	306	333	233	261	315	343	240	269	324	353	252	282	340	371
Fall Fiesta Sugar Maple	Acer saccharum 'Bailsta'	Spring/Fall									233	261			240	269	324		252	282	340	371
Autumn Blaze Freeman Maple	Acer x freemanii 'Autumn Blaze'	Spring/Fall	227	250	300	332	229	253	303	332	229	253	303	332	235	261	312	342	235	261	312	342
Armstrong Freeman maple	Acer x freemanii 'Armstrong'	Spring/Fall	227	250	300	332	229	253	303	332	229	253	303	332	237	273	316	359	249	287	332	377
Marmo Freeman maple	Acer x freemanii 'Marmo™'	Spring/Fall	227	250	300	332	229	253	303	332	229	253	303	332	235	261	312	342	235	261	312	342
Matador Freeman Maple	Acer x freemanii 'Bailston'	Spring/Fall	227	250	300	332	229	253	303	332	229	253	303	332	235	261	312	342	235	261	312	342
Autumn Splendor Horsechestnut	Aesculus x arnoldiana 'Autumn Splendor'	Spring	256	294	342	382	256	294	342	382	259	297	342	382	259	297	342	382	272	312	359	401
Fort McNair® Horsechestnut	Aesculus x arnoldiana 'Fort McNair'	Spring	256	294	342	382	256	294	342	382	259	297	342	382	259	297	342	382	272	312	359	401
Early Glow Ohio Buckeye	Aesculus glabra 'J.N. Select'	Spring													259	297	342		272	312	359	401
Lustre® Allegheny Serviceberry	Amelanchier laevis 'Rogers'	Spring/Fall	218	249	294		218	249	294		229	261	309		236	269	309		260	296	340	
Autumn Brilliance Apple Serviceberry	Amelanchier X grand. 'Autumn Brilliance'	Spring/Fall	218	249	294		218	249	294		229	261	309		236	269	309		260	296	340	
River Birch	Betula nigra	Late Spring	200	233	272	322	202	235	275	322	204	237	278	325	204	237	278	325	214	249	292	341
Whitespire Birch	Betula populifolia 'Whitespire'	Late Spring	200	233	272	322	202	235	275	322	204	237	278	325	204	237	278	325	214	249	292	341
American Hornbeam	Carpinus caroliniana	Late Spring	225	263	299	351	225	263	299	351	227	266	302	355	227	266	302	355	238	279	317	373
Native Flame American Hornbeam	Carpinus caroliniana 'JFS-KW6'	Late Spring	230	268	304	356	230	268	304	356	232	271	307	360	232	271	307	360	244	285	322	378
Northern Catalpa	Catalpa speciosa	Spring/Fall	219	235	266	313	219	235	266	313	221	237	269	316	221	237	269	316	232	249	282	332
Heartland Catalpa	Catalpa speciosa 'Hiawatha 2'	Spring/Fall	229	245	276	323	229	245	276	323	231	247	279	326	231	247	279	326	243	259	293	342
Common Hackberry	Celtis occidentalis	Spring/Fall	228	246	305	335	230	248	308	335	232	267	315	360	239	275	324	371	245	282	332	380
Chicagoland Hackberry	Celtis occidentalis 'Chicagoland'	Spring/Fall	238	256	315	345	240	259	318	345	242	277	325	370								
American Redbud	Cercis canadensis	Spring	249	272	306		249	272	306		251	275	309		259	283	318		272	297	334	
Golden Glory Dogwood	Cornus mas 'Golden Glory'	Spring/Fall	224	256	295		226	259	298		228	262	301		235	270	310		247	284	326	
Turkish Filbert	Corylus colurna	Spring/Fall	248	280	324		248	280	324		250	283	327		250	283	327		263	297	343	
Thornless Cockspur Hawthorn	Crataegus crusgalli 'inermis'	Spring/Fall	204	248	297		206	250	300		206	250	300		206	250	300		216	263	315	
Winter King Green Hawthorn	Crataegus viridis 'Winter King'	Spring/Fall	204	248	297		206	250	300		206	250	300		206	250	300		216	263	315	
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall	293	353	434		293	353	434		296	357	434		296	357	434		303	366	445	
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring/Fall	293	353	434		293	353	434													
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry®'	Spring/Fall	293	353	434		293	353	434		296	357	434		296	357	434		303	366	445	
Skyline Honeylocust	Gleditsia triacanthos 'Skyline®'	Spring/Fall	219	242	270	328	221	244	273	328	223	246	298	342	230	253	307	352	242	266	322	370
Kentucky Coffee Tree	Gymnocladus dioica	Spring/Fall	238	256	284	351	238	256	284	351	240	259	287	355	240	259	287	355	246	265	294	364

HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 27/SPRING 28			Fall23/Spring24				Fall24/Spring25				Fall25/Spring26				Fall26/Spring27				Fall27/Spring28			
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
Espresso Kentucky Coffee Tree	Gymnocladus dioica 'Espresso'	Spring/Fall	248	266	294	361	248	266	294	361	250	269	297	365	250	269	297	365	256	276	304	374
Tuliptree	Liriodendron tulipifera	Spring	255	281	305	342	255	281	305	342	258	284	308	345	258	293	317	355	264	300	325	364
Emerald City Tuliptree	Liriodendron tulipifera 'Emerald City'	Spring	265	291	315	352	265	291	315	352	268	294	318	355	268	303	327	365	275	311	335	374
Worplesdon Sweetgum	Liquidambar styraciflua 'Worplesdon'	Spring	265	311	341		268	314	344		270	317	347		278	327	354		278	327	354	
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring	208	228	260	302	210	230	263	302	214	235	268	308	220	242	276	301	231	254	290	316
Adams Crab	Malus 'Adams'	Spring/Fall	178	194	219	244	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290
Donald Wyman Crab	Malus 'Donald Wyman'	Spring/Fall	178	194	219	244	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290
Gladiator Crab	Malus 'Gladiator'	Spring/Fall									198	216	243	268	204	222	250	276	214	233	263	290
Louisa Crab	Malus 'Louisa'	Spring/Fall	178	194	219	244	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290
Prairiefire Crab	Malus 'Prairiefire'	Spring/Fall	178	194	219	244	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290
Purple Prince Crab	Malus 'Purple Prince'	Spring/Fall	178	194	219	244	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290
Red Jewel Crab	Malus 'Red Jewel'	Spring/Fall	178	194	219	244	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290
Royal Raindrops Crab	Malus 'Royal Rain Drops'	Spring/Fall	178	194	219	244	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290
Starlite Crab	Malus 'Starlite'	Spring/Fall									198	216	243	268	204	222	250	276	214	233	263	290
Spring Snow Crab	Malus 'Spring Snow'	Spring/Fall	178	194	219	244	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290
Sugar Tyme Crab	Malus 'Sugar Tyme'	Spring/Fall	178	194	219	244	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290
Zumi Crab	Malus X zumi var. Calocarpa	Spring/Fall	178	194	219	244	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290
Dawn Redwood	Metasequoia glyptostroboides	Spring									221	249	284	315	228	256	293	324	239	269	308	340
Majestic Black Tupelo	Nyssa sylvatica 'Majestic'	Spring									291	329			299	339			306	347	399	
Ironwood (Hophornbeam)	Ostrya virginiana	Spring	261	278	326		261	278	326		244	278	326		244	278	326		250	285	334	
Autumn Treasure Hophornbeam	Ostrya virginiana 'JFS-KW5'	Spring	266	283	331		266	283	331		249	283	331		249	283	331		255	290	339	
Eye Stopper Corktree	Phellodendron amurense 'Longnecker'	Spring/Fall	224	246	282	303	226	248	285	306	233	255	294	315	240	263	303	324	246	270	311	332
Quaking Aspen	Populus tremuloides	Spring	195	226	259	295	197	228	262	295	201	232	267	301	207	239	275	310	217	251	289	326
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	219	264	297	358	221	267	300	358	223	269	302	360	223	269	302	360	234	282	317	378
Chastity Pear	Pyrus calleryana 'Chastity'	Spring									216	255	289	343	216	255	289	343	227	268	303	360
Swamp White Oak	Quercus bicolor	Late Spring	257	274	317	376	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400
American Dream Swamp White Oak	Quercus bicolor 'JFS-KW12'	Late Spring	257	274	317	376	257	274	320		252	279	325	381	252	279	325	381	265	293	341	400
Northern Pin Oak	Quercus ellipsoidalis	Late Spring									252	279	325	381	252	279	325	381	265	293	341	400
Shingle Oak	Quercus imbricaria	Late Spring	257	274	317	376	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400
Bur Oak	Quercus macrocarpa	Late Spring	257	274	317	376	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400
Urban Pinnacle Bur Oak	Quercus macrocarpa 'JFS-KW3'	Late Spring	257	274	317		257	274	320		252	279	325	381	252	279	325	381	265	293	341	400
Chinkapin Oak	Quercus muehlenbergii	Late Spring	257	274	317	376	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400
Chestnut Oak	Quercus prinus	Late Spring									252	279	325	381	252	279	325	381	265	293	341	400
Red Oak	Quercus rubra	Late Spring	257	274	317	376	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400
Regal Prince Oak	Quercus robur 'Long'	Late Spring	257	274	317	376	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400
Heritage Oak	Quercus x macdanielii 'Clemons'	Late Spring	257	274	317	376	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400
Northern Black Oak	Quercus velutina	Late Spring	257	274	317	376	257	274	320		252	279	325	381	252	279	325	381	265	293	341	400

HINSDALE NURSERIES 5 YEAR PRICING FOR FALL 27/SPRING 28			Fall23/Spring24				Fall24/Spring25				Fall25/Spring26				Fall26/Spring27				Fall27/Spring28			
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
Niobe Weeping Willow	Salix alba 'Tristis'	Late Spring	185	195	238	276	187	197	240	276	189	199	245	281	189	199	245	281	198	209	257	295
China Snow Peking Lilac	Syringa pekinensis 'Morton'	Spring/Fall	205	238	293	338	210	243	299	338	220	255	314	355	226	262	314	355	237	275	330	373
Beijing Gold Peking Lilac	Syringa pekinensis 'Zhang Zhiming'	Spring/Fall	215	248	303	348	220	253	309	348	230	265	324	365	236	272	324	365	248	286	340	383
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	235	267	307	352	237	270	310	352	244	278	319	363	244	278	319	363	256	292	335	381
Baldcypress	Taxodium distichum	Late Spring	218	240	256	291	218	240	259	291	222	245	272	320	222	245	272	320	233	257	286	336
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Late Spring	228	250	266	301	228	250	269	301	232	255	282	330	232	255	282	330	244	268	296	347
Continental Appeal™ Linden	Tilia americana 'Continental Appeal'	Spring/Fall	225	242	271	325																
American Sentry™ Linden	Tilia Americana 'MckSentry'	Spring/Fall	225	242	271	325	227	244	274	325	232	256	301	341	236	269	310	351	242	276	318	360
Redmond American Linden	Tilia americana 'Redmond'	Spring/Fall	213	226	255	305	218	231	260	305	222	243	286	336	228	255	295	346	234	261	302	355
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'®	Spring/Fall	213	226	255	305	218	231	260	305	222	243	286	336	228	255	295	346	234	261	302	355
Sterling Silver Linden	Tilia tomentosa 'Sterling'®	Spring/Fall	213	226	255	305	227	244	274	325	232	256	301	341	236	269	310	351	242	276	318	360
Accolade Elm™	Ulmus 'Morton'	Spring/Fall	230	254	287	334	230	254	287	334	226	257	301	351	226	257	301	351	232	263	309	360
Triumph Elm™	Ulmus 'Morton Glossy'	Spring/Fall	230	254	287	334	230	254	287	334	226	257	301	351	226	257	301	351	232	263	309	360
New Horizon Elm	Ulmus 'New Horizon'	Spring/Fall	230	254	287	334	230	254	287	334	226	257	301	351	226	257	301	351	232	263	309	360
Princeton Elm	Ulmus americana 'Princeton'	Spring/Fall	230	254	287	334	230	254	287	334	226	257	301	351	226	257	301	351				
Jefferson Elm	Ulmus americana 'Jefferson'	Spring/Fall									226	257	301	351	226	257	301	351	232	263	309	360
New Harmony Elm	Ulmus american 'New Harmony'	Spring/Fall									226	257	301	351	226	257	301	351	232	263	309	360

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			2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"
Ruby Slippers Amur Maple	Acer ginnala 'Ruby Slippers'	Spring/Fall	224	258	293				240	275	308	264	303	339	269	309	346
Rugged Ridge Maple	Acer miyabei 'JFS-KW3AM1'	Spring/Fall	235	270	304												
State Street Maple	Acer miyabei 'Morton'	Spring/Fall	235	270	304				240	275	310	252	296	352	277	326	387
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	212	258	293				217	263	298	225	274	310	248	301	341
Emerald Lustre Norway Maple	Acer platanoides 'Pond'	Spring/Fall	212	258	293				217	263	298	225	274	310	248	301	341
Armstrong Gold Red Maple	Acer rubrum 'Armstrong Gold'	Spring/Fall Caution	235	270	304				240	275	310	252	296	352	277	326	387
Red Sunset Red Maple	Acer rubrum 'Franksred'	Spring/Fall Caution	235	270	304				240	275	310						
Redpointe Red Maple	Acer rubrum 'Redpointe'	Spring/Fall Caution	235	270	304				240	275	310	240	275	330	264	303	363
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring/Fall Caution	235	270	304				240	275	310	240	275	330	264	303	363
Fall Fiesta Sugar Maple	Acer saccharum 'Bailsta'	Spring/Fall	235	270	304				240	275	310	252	296	352	277	326	387
Green Mountain Sugar Maple	Acer saccharum 'Green Mountain'	Spring/Fall	235	270	304				240	275	310	252	296	352	277	326	387
Crescendo Sugar Maple	Acer saccharum 'Morton'	Spring/Fall	235	270	304				240	275	310	252	296	352	277	326	387
Hot Wings Maple	Acer tataricum 'GarAnn'	Spring/Fall	235	270	335				240	275	342	252	296	352	277	326	387
Crimson Sunset Maple	Acer truncatum x A. platanoides 'JFS-KW202'	Spring/Fall	235	270	335				240	275	342	252	296	352	277	326	387
Pacific Sunset Maple	Acer truncatum x A. platanoides 'Warrenred'	Spring/Fall	235	270	304				240	275	310	252	296	352	277	326	387
Autumn Fantasy Maple	Acer x freemani 'Autumn Fantasy'	Spring/Fall	224	258	293				228	263	298	237	274	320	261	301	352
Matador Maple	Acer x freemani 'Baliston'	Spring/Fall	224	258	293				228	263	298	237	274	320	261	301	352
Celebration Maple	Acer x freemani 'Celzam'	Spring/Fall	224	258	293				228	263	298	237	274	320	261	301	352
Autumn Blaze Maple	Acer x freemani 'Jeffersred'	Spring/Fall	224	258	293				228	263	298	237	274	320	261	301	352
Autumn Splendor Horsechestnut	Aesculus arnoldiana 'Autumn Splendor'	Spring	247	281	316				252	287	322	263	308	342	289	339	376
Early Glow Buckeye	Aesculus glabra 'JN Select'	Spring	247	281					252	287	322	263	308	342	289	339	376
Yellow Buckeye	Aesculus octandra	Spring	247	281	316				252	287	322	263	308	342	289	339	376
Spaeth's Alder	Alnus x spaethii	Spring	235	270	304				240	275	310	240	286	330	264	315	363
Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	Spring/Fall	235	270	304				240	275	310	241	275	320	265	303	352
Lustre Allegheny Serviceberry	Amelanchier laevis 'Lustre'	Spring/Fall	235	270	304				240	275	310	241	275	320	265	303	352
River Birch	Betula nigra	Spring	201	224	247				205	228	252	205	241	275	226	265	303
Heritage River Birch	Betula nigra 'Cully'	Spring	201	224	247				205	228	252	205	241	275	226	265	303
Dakota Pinnacle Birch	Betula platyphylla 'Fargo'	Spring	201	224	247				205	228	252	205	241	275	226	265	303
Pyramidal European Hornbeam	Carpinus betulus 'Fastigiata'	Spring	235	270	304				240	275	310	252	296	342	277	326	376
Emerald Avenue Hornbeam	Carpinus betulus 'JFS-KW1CB'	Spring	235	270	323				240	275	329	252	296	342	277	326	376
American Hornbeam	Carpinus caroliniana	Spring	235	270	304				240	275	310	252	296	342	277	326	376
Firespire American Hornbeam	Carpinus caroliniana 'JN Upright'	Spring	235	270					240	275		252	296		277	326	
JN Strain American Hornbeam	Carpinus caroliniana 'JN Strain'	Spring	235	270					240	275		252	296		277	326	
Northern Catalpa	Catalpa speciosa	Spring/Fall	198	247	281				217	252	287	225	262	298	248	288	328
Heartland Catalpa	Catalpa speciosa 'Hiawatha'	Spring/Fall	198	247	281				217	252	287	225	262	298	248	288	328
Purple Catalpa	Catalpa x erubescens 'Purpurea'	Spring/Fall	198	247	281				217	252	287	225	262	298	248	288	328
Hackberry	Celtis occidentalis	Spring/Fall	224	252	293				228	257	298	240	286	330	264	315	363
Eastern Redbud	Cercis canadensis	Spring	235	270	304				240	275	310	252	296	342	277	326	376
Yellowwood	Cladrastis kentukea	Spring	235	270	304				240	275	310	263	308	342	289	339	376
Pagoda Dogwood	Cornus alternifolia	Spring/Fall	235	270					240	275		240	286		264	315	

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			2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"
Golden Glory Corneliancherry Dogwood	Cornus mas 'Golden Glory'	Spring/Fall	235	270		240	275		240	286		264	315		269	321	
Turkish Filbert	Corylus corlurna	Spring	235	270		240	275		252	286		277	315		283	321	
Thornless Cockspur Hawthorn	Crataegus crusgalli v. inermis	Spring	189	224	258	193	228	263	207	241	275	228	265	303	232	270	309
Thornless Cockspur Hawthorn	Crataegus virdis 'Winter King'	Spring	189	224	258	193	228	263	207	241	275	228	265	303	232	270	309
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring/Fall	293	327		298	334		320	364		352	400		359	408	
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall	293	327		298	334		320	364		352	400		359	408	
Skyline Honeylocust	Gleditsia triacanthos 'Skycole'	Spring/Fall	224	258	293	228	263	298	240	286	330	264	315	363	269	321	370
Streetkeeper Honeylocust	Gleditsia triacanthos 'Street Keeper'	Spring/Fall	224	258	293	228	263	298	240	286	330	264	315	363	269	321	370
Northern Sentinel Honeylocust	Gleditsia triacanthos 'JFS GMorgenson1'	Spring/Fall	224	258	293	228	263	298	240	286	330	264	315	363	269	321	370
Kentucky Coffee Tree	Gymnocladus dioicus	Spring/Fall	235	270	304	240	275	310	242	286	330	266	315	363	272	321	370
Espresso Kentucky Coffee Tree	Gymnocladus dioicus 'Espresso-JFS'	Spring/Fall	235	270	304	240	275	310	242	286	330	266	315	363	272	321	370
Skinny Latte Kentucky Coffee Tree	Gymnocladus dioicus 'Morton'	Spring/Fall	235	270	304	240	275	310	242	286	330	266	315	363	272	321	370
True North Kentucky Coffee Tree	Gymnocladus dioicus 'UMN Synergy'	Spring/Fall	235	270	304	240	275	310	242	286	330	266	315	363	272	321	370
Moraine Sweetgum	Liquidambar styraciflua 'Moraine'	Spring	258	293	327	263	298	334	263	305	351	289	336	386	295	342	394
Worpelsdon Sweetgum	Liquidambar styraciflua 'Worpelsdon'	Spring	258	293	327	263	298	334	263	305	351	289	336	386	295	342	394
Tulip Tree	Liriodendron tulipifera	Spring	258	293	327	263	298	334	263	305	351	289	336	386	295	342	394
Emerald City Tulip Tree	Liriodendron tulipifera 'JFS-Oz'	Spring	258	293	327	263	298	334	263	305	351	289	336	386	295	342	394
Amur Maackia	Maackia amurensis	Spring/Fall	224	258		228	263		241	274		265	301		270	307	
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring/Fall	224	258	293	228	263	298	241	274	320	265	301	352	270	307	359
Butterflies Magnolia	Magnolia acuminata 'Butterflies'	Spring	224	258		228	263		241	274		265	301		270	307	
Firebird Crabapple	Malus sargentii 'Select A'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Golden Raindrops Crabapple	Malus 'Schmidtcutleaf'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Profusion Crabapple	Malus 'Profusion'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Red Jewel Crabapple	Malus 'Jewelcole'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Royal Raindrops Crabapple	Malus 'JFS-KW5'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Sargent Tina Crabapple	Malus sargentii 'Tina'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Show Time Crabapple	Malus 'Shotizam'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Spring Snow Crabapple	Malus 'Spring Snow'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Gladiator Crabapple	Malus x adstringens 'Durlco'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Ruby Dayze Crabapple	Malus 'JFS-KW139MX'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Raspberry Spear Crabapple	Malus 'JFS-KW213MX'	Spring/Fall	198	235		205	240		213	247		234	272		239	277	
Starlite Crabapple	Malus x 'Jeflite'	Spring/Fall				205	240		213	247		234	272		239	277	
Dawn Redwood	Metasequoia glyptostroboides	Spring	224	258	293	228	263	298	236	270	316	260	297	348	265	303	355
American Hophornbeam	Ostrya virginiana	Spring	235	270	304	240	275	310	252	296	342	277	326	376	283	332	384
Autumn Treasure Hophornbeam	Ostrya virginiana 'JFS-KW5'	Spring	235	270	304	240	275	310	252	296	342	277	326	376	283	332	384
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	224	258	293	228	263	298	228	274	320	251	301	352	256	307	359
Quaking Aspen	Populus tremuloides	Spring	224	258	293	228	263	298	228	274	320	251	301	352	256	307	359
Swedish Columnar Aspen	Populus tremuloides 'Erecta'	Spring	224	258	293	228	263	298	228	274	320	251	301	352	256	307	359
Prairie Gold Aspen	Populus tremuloides 'NE-Arb'	Spring	224	258	293	228	263	298	228	274	320	251	301	352	256	307	359
Little Twist Cherry	Prunus incisa 'Little Twist'	Spring/Fall	201	235	270	205	240	275	213	247	282	234	272	310	239	277	316
Pink Flair Cherry	Prunus sargentii 'JFS-KW58'	Spring/Fall	201	235	270	205	240	275	213	247	282	234	272	310	239	277	316

Spring Grove Nursery Availability for Suburban Tree Consortium - Exhibit B
815.448.2097 * www.SpringGroveNursery.com

Revised 7-31-23

Common Name	Scientific Name	Planting Season	Fall 2023/Spring 2024			Fall 2024/Spring 2025			Fall 2025/Spring 2026			Fall 2026/Spring 2027			Fall 2027/Spring 2028														
			2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"												
Canada Red Chokecherry	Prunus virginiana 'Canada Red'	Spring/Fall	201	235	270				205	240	275				213	247	282				234	272	310				239	277	316
White Oak	Quercus alba	Spring	270	304	338				275	310	345				275	316	364				303	348	400				309	355	408
Swamp White Oak	Quercus bicolor	Spring	258	293	327				263	298	334				263	316	364				289	348	400				295	355	408
Beacon Oak	Quercus bicolor 'Bonnis and Mike'	Spring	270	304	338				275	310	345				275	316	364				303	348	400				309	355	408
American Dream Oak	Quercus bicolor 'JFS-KW12'	Spring	270	304	338				275	310	345				275	316	364				303	348	400				309	355	408
Shingle Oak	Quercus imbricaria	Spring	258	293	327				263	298	334				263	316	364				289	348	400				295	355	408
Bur Oak	Quercus macrocarpa	Spring	270	304	338				275	310	345				275	316	364				303	348	400				309	355	408
Cobblestone Oak	Quercus macrocarpa 'JFS-KW14'	Spring	270	304	338				275	310	345				275	316	364				303	348	400				309	355	408
Urban Pinnacle Oak	Quercus macrocarpa 'JFS-KW3'	Spring	270	304	338				275	310	345				275	316	364				303	348	400				309	355	408
Chinkapin Oak	Quercus muehlenbergii	Spring	270	304	338				275	310	345				275	316	364				303	348	400				309	355	408
Crimson Spire Oak	Quercus robur x Q. alba 'Crimschmidt'	Spring	258	293	327				263	298	334				263	316	364				289	348	400				295	355	408
Streetspire Oak	Quercus robur x Q. alba 'JFS-KW1QX'	Spring	258	293	327				263	298	334				263	316	364				289	348	400				295	355	408
Regal Prince Oak	Quercus robur x Q. bicolor 'Long'	Spring	258	293	327				263	298	334				263	316	364				289	348	400				295	355	408
Kindred Spirit Oak	Quercus robur x Q. bicolor 'Nadler'	Spring	258	293	327				263	298	334				263	316	364				289	348	400				295	355	408
Red Oak	Quercus rubra	Spring	258	293	327				263	298	334				263	316	364				289	348	400				295	355	408
Heritage Oak	Quercus x macdanielii 'Clemons'	Spring	258	293	327				263	298	334				263	316	364				289	348	400				295	355	408
Scarlett Letter Oak	Quercus x 'Scarlett Letter'	Spring	258	293	327				263	298	334				263	316	364				289	348	400				295	355	408
Purple Robe Black Locust	Robinia pseudoacacia 'Purple Robe'	Spring	207	247	281				211	252	287				212	258	293				233	284	322				238	289	329
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	235	270	304				240	275	310				252	296	342				277	326	376				283	332	384
Great Wall Japanese Tree Lilac	Syringa pekinensis 'WFH2'	Spring/Fall							240	275	310				252	296	342				277	326	376				283	332	384
Snowdance Lilac	Syringa reticulata 'Bailnce'	Spring/Fall							240	275	310				252	296	342				277	326	376				283	332	384
Dwarf Korean Lilac	Syringa meyeri 'Palibin'	Spring/Fall							240	275	310				252	296	342				277	326	376				283	332	384
Bald Cypress	Taxodium distichum	Spring	224	258	293				228	263	298				228	270	316				251	297	348				256	303	355
Green Whisper Bald Cypress	Taxodium distichum 'JFS-SGPN'	Spring	224	258	293				228	263	298				228	270	316				251	297	348				256	303	355
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Spring	224	258	293				228	263	298				228	270	316				251	297	348				256	303	355
American Sentry Linden	Tilia americana 'McKSentry'	Spring/Fall	224	255	293				228	260	298				241	286	330				265	315	363				270	321	370
Redmond American Linden	Tilia americana 'Redmond'	Spring/Fall	224	255	293				228	260	298				241	286	330				265	315	363				270	321	370
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring/Fall	224	255	293				228	260	298				241	286	330				265	315	363				270	321	370
Green Mountain Silver Linden	Tilia tomentosa 'Green Mountain'	Spring/Fall	224	255	293				228	260	298				241	286	330				265	315	363				270	321	370
Jefferson American Elm	Ulmus americana 'Jefferson'	Spring/Fall	224	258	293				228	263	298				241	286	330				265	315	363				270	321	370
Princeton American Elm	Ulmus americana 'Princeton'	Spring/Fall	224	258	293				228	263	298				241	286	330				265	315	363				270	321	370
New Horizon Elm	Ulmus japonica x pumila 'New Horizon'	Spring/Fall	224	258	293				228	263	298				241	286	330				265	315	363				270	321	370
Accolade Elm	Ulmus japonica x wilsoniana 'Morton'	Spring/Fall	224	258	293				228	263	298				241	286	330				265	315	363				270	321	370
Triumph Elm	Ulmus 'Morton Glossy'	Spring/Fall	224	258	293				228	263	298				241	286	330				265	315	363				270	321	370
Emerald Sunshine Elm	Ulmus propinqua 'JFS-Bieberich'	Spring/Fall	224	258	293				228	263	298				241	286	330				265	315	363				270	321	370
Musashino Japanese Zelkova	Zelkova serrata 'Musashino'	Spring/Fall	224	258	293				228	263	298				236	270	316				260	297	348				265	303	355

WILSON NURSERIES, INC. SUBURBAN SHADE TREE CONSORTIUM PRICING



If you don't see something that you would like us to grow please send a request with the variety, size and year wanted. Thank you for the opportunity to work with you!

COMMON NAME	LATIN NAME	PLANTING SEASON	Fall 2023			Fall 2024			Fall 2025			Fall 2026			Fall 2027		
			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"
Hedge Maple	Acer campestre	Spring & Fall	225	245		230	250		220	240					220		
Autumn Blaze® Freemanii Maple	Acer x freemanii 'Jeffersred'	Spring & Fall	195	205	225	205	215	235	200	210	220	205	215	235	217	229	241
Celebration® Maple	Acer x freemanii 'Celzam'	Spring & Fall	195	205	225	205	215	235	200	210	220						
Matador™ Freemanii Maple	Acer x freemanii 'Bailston'	Spring & Fall	195	205	225	205	215	235	200	210	220	205	215	235	217	229	241
Sienna Glen® Freemanii Maple	Acer x freemanii 'Sienna Glen'	Spring & Fall	195	205	225	205											
State Street™ Maple	Acer miyabei 'Morton' State Street	Spring & Fall	225	245		235	255		235	255		205	215	235	217	229	
Crimson King Norway Maple	Acer Platanoides 'Crimson King'	Spring & Fall				245	270						235		227	239	251
Redpointe® Maple	Acer rubrum 'Frank Jr' PP16769	Spring & Fall	235	255		245	265		245	265		205	215	235	227	234	251
Crimson Sunset® Maple	Acer truncatum x Acer platanoides 'JFS-KW202' PP21838	Spring & Fall	235			245	265		245	265		215	225	245	227	239	251
Briottii (Ruby Red) Red Horsechestnut	Aesculus x carnea 'Briottii'	Spring only				260	270		260	270					260	270	
Fort McNair Red Horsechestnut	Aesculus x carnea 'Ft. McNair'	Spring only				260	270		260	270					260	270	
Blue Beech	Carpinus caroliniana	April-May only	240	250		250	260		250	260					240	250	260
Catalpa	Catalpa speciosa	Spring only	190	200		205	215		205	215							
Common Hackberry	Celtis occidentalis	Spring & Fall	195	205		215	225		220	230		215	225	245	227	229	241
Eastern Redbud	Cercis canadensis #45 containers (no guarantee)	Spring	230	240		240	250		245	255		245			250	265	
Dawyck Purple Beech	Fagus sylvatica 'Dawyck Purple'	Late Spring only	285	295		305	315		305	325		275	295		287	310	
Red Obelisk European Beech	Fagus sylvatica 'Red Obelisk'	Late Spring only	285	295		305	315		305	325							
Rivers Purple Beech	Fagus sylvatica 'Riversii'	Late Spring only	285	295		305	315		305	325		275	295		287	310	
Tricolor European Beech	Fagus sylvatica 'Roseomarginata'	Late Spring only	305	325		305	325		305	325		315			325		
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring & Fall	330	345		335	350		335	350					267	299	
Golden Colonade Ginkgo *new*	Ginkgo biloba 'JFS-UGA2'	Spring & Fall										255	285				
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring & Fall	330	345		335	350		335	350		255	285		267	299	
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring & Fall	330	345		335	350		335	350		255	285		267	299	
Shangri-La Ginkgo	Ginkgo biloba 'Shangri-La'	Spring & Fall	330	345		335	350		335								
Skyline® Honeylocust	Gleditsia triacanthos 'Skycole'	Spring & Fall	220	240	255	230	250	265	240	250		205	215	235	217	229	241

WILSON NURSERIES, INC. SUBURBAN SHADE TREE CONSORTIUM PRICING

COMMON NAME	LATIN NAME	PLANTING SEASON	Fall 2023			Fall 2024			Fall 2025			Fall 2026			Fall 2027		
			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"
Kentucky Coffeetree	Gymnocladus dioicus	Spring & Fall	215	230		235	250		235	250							
Decaf™ Kentucky Coffeetree	Gymnocladus dioicus Decaf	Spring & Fall	215	230		235	250		235	250		215	245		227	259	
Espresso™ Kentucky Coffeetree	Gymnocladus dioicus 'Espresso-JFS'	Spring & Fall	215	230		235	250					215	245		227	259	
Skinny Latte Kentucky Coffeetree	Gymnocladus dioicus 'Morton'	Spring & Fall				235	250					215	245				
Coralburst® Crabapple (pink flower)	Malus 'Coralcole'	Spring & Fall	170	180		185	195		195	215		215	235		219	239	
Firebird® Crabapple (white flower)	Malus sargentii 'Select A' Branched @ 42"	Spring & Fall															
Gladiator™ Crabapple (pink flower)	Malus x adstringens 'Durleo' PP20,167	Spring & Fall	170	180		185	195		195	215		215	235				
Red Jewel Crabapple (white flower)	Malus 'Jewelcole'	Spring & Fall	170	180		185	195		195	215					219	239	
Ruby Tears™ Crabapple (pink flower)	Malus 'Bailears' PP22,001 Weeping form	Spring & Fall	170	180		185	195										
Sargent Tina Crabapple (white flower)	Malus Sargent Tina Branched @ 42"	Spring & Fall	170	180		185	195		195	215		215	235				
Show Time™ Crabapple (pink flower)	Malus 'Shotizam'	Spring & Fall	175	185		190	200		195	215		215	235		219	239	
Spring Snow Crabapple (white flower)	Malus x 'Spring Snow'	Spring & Fall	170	180		185	195		195	215					219	239	
Starlite® Crabapple (white flower)	Malus x 'Jeflite'	Spring & Fall	175	180		190	200		195	215		215	235		219	239	
Black Tupelo	Nyssa sylvatica	Late spring only	240	255		255	270		255	270		255	270		266	279	
Majestic Black Tupelo	Nyssa sylvatica 'MONN2'	Late spring only	240	255		255	270		255	270		255	270		266	279	
Exclamation!™ London Planetree	Platanus x acerifolia 'Morton Circle'	Spring only	185	195		195	205		200	220		210	230		222	244	
Ironwood/American Hophornbeam	Ostrya virginiana	Spring only	220	235		230	245		255	270		235	255		247	269	
Quaking Aspen	Populus tremuloides	Spring only	185	195		195	205		195	205							
Summer Shimmer Aspen	Populus tremuloides 'Summer Shimmer'	Spring only				195	205										
Swamp White Oak	Quercus bicolor - Swamp White	Late spring only	225	260		245	280		245	265		235	250		245	259	
Scarlet Oak	Quercus coccinea -Scarlet	Late spring only	225	260		245	280		245	265					245	265	
Bur Oak	Quercus macrocarpa - Bur	Late spring only	225	260		245	280		245	265		235	250		245	259	
Chinkapin Oak	Quercus muehlenbergii	Late spring only	225	260					245	265							
Regal Prince® Oak	Quercus robur x bicolor 'Long'	Late spring only	225	260		245	280		245	265		245	260		245	259	
Red Oak	Quercus rubra - Red	Late spring only	225	260		245	280		245	265		235	250		245	259	
Scarlet Letter™ English Oak	Quercus x Scarlet Letter	Late spring only	225	260		245	280		245	265		245	260		245	259	
Shumard Oak	Quercus shumardii	Late spring only	225	260		245	280		245	265							
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring & Fall	240	250		260	270		245	265		235	250	275	245	259	
Snowdance™ Japanese Tree Lilac	Syringa reticulata 'Bailnee'	Spring & Fall	240	250		260	270		245	265		235	250	270	245	259	
Common Baldcypress	Taxodium disticum	Late spring only	210	220		230	240		230	240							
Shawnee Brave Bald Cypress	Taxodium disticum 'Mickelson'	Late spring only	210	220		230	240		230	240		215	230		245	259	
American Sentry® Linden	Tilia americana 'McKSentry'	Spring & Fall	225	235		225	235					235	250		245	259	
Redmond American Linden	Tilia americana 'Redmond'	Spring & Fall	225	235		245	255		245	255		235	250		245	259	
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring & Fall	225	235		245	255		245	255		235	250		245	259	
Sterling Sliver Linden	Tilia tomentosa 'Sterling'	Spring & Fall	225	235													
Harvest Gold Linden	Tilia x mongolia 'Harvest Gold'	Spring & Fall	225	235		245	255										

WILSON NURSERIES, INC. SUBURBAN SHADE TREE CONSORTIUM PRICING

COMMON NAME	LATIN NAME	PLANTING SEASON	Fall 2023			Fall 2024			Fall 2025			Fall 2026			Fall 2027		
			Spring 2024	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"
Princeton Elm	Ulmus americana 'Princeton'	Spring only	215	225		245	255		245	255		205	230		225	235	
New Horizon Elm	Ulmus japonica x pumila 'New Horizon'	Spring only	225	235													
Frontier Elm	Ulmus 'Frontier'	Spring only	225	235		245	255		245	255		205	230		225	235	
Accolade™ Elm	Ulmus 'Morton'	Spring only	215	225		245	255		245	255		205	230				
Triumph™ Elm	Ulmus 'Morton Glossy'	Spring only	215	225		245	255		245	255		205	230		225	235	

Apex (Pugsley & LaHaie.) Prevailing Wage Prices for the Suburban Tree Consortium

Revised 8-3-23

Ball Size Bid On Tree Installation	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"
	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"
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
2027	210.00	245.00	303.00	360.00	458.00
2028	233.00	271.00	336.00	399.00	508.00
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	47.00	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
Delivery from Spring 2027 thru Fall 2027 from Wilson, Klehm & Fiore Nurseries:	32.16	39.24	42.78	49.87	62.95
Delivery from Spring 2027 thru Fall 2027 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:	38.15	39.24	51.23	59.41	72.49
Delivery from Spring 2027 thru Fall 2027 from Possibility Place Nursery & Spring Grove Nursery:	48.78	53.41	60.77	71.40	79.57
Delivery from Spring 2028 thru Fall 2028 from Wilson, Klehm & Fiore Nurseries:	35.70	43.55	47.48	55.35	69.88
Delivery from Spring 2028 thru Fall 2028 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:	42.35	43.55	56.87	65.95	80.46
Delivery from Spring 2028 thru Fall 2028 from Possibility Place Nursery & Spring Grove Nursery:	54.15	59.28	67.45	79.25	88.33
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
Mulch Spring 2027 thru Fall 2027	25.68	26.75	27.82	29.96	34.24
Mulch Spring 2028 thru Fall 2028	28.51	29.69	30.88	33.26	38.01

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-\$7.00
Per Tree Cost	1.40	2.60	3.80	5.00

Apex (Pugsley & LaHaie) REGULAR CONTRACT Prices for the Suburban Tree Consortium

Revised 8/3/23

	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"
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
2027	113.00	144.00	154.00	200.00	240.00	278.00	325.00
2028	118.00	151.00	161.00	210.00	252.00	292.00	340.00
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
Delivery from Spring 2027 thru Fall 2027 from Wilson, Klehm & Fiore Nurseries:							
	25.07	27.25	30.79	40.33	46.33	72.49	85.57
Delivery for Spring 2027 thru Fall 2027 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	28.34	33.25	36.79	46.33	49.87	79.57	96.19
Delivery for Spring 2027 thru Fall 2027 from Possibility Place Nursery & Spring Grove Nursery:							
	39.24	43.87	47.42	54.77	60.50	85.57	106.82
Delivery from Spring 2028 thru Fall 2028 from Wilson, Klehm & Fiore Nurseries:							
	26.24	28.53	32.23	42.22	48.50	75.89	89.59
Delivery for Spring 2028 thru Fall 2028 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	29.67	34.81	38.51	48.51	52.21	83.30	100.42
Delivery for Spring 2028 thru Fall 2028 from Possibility Place Nursery & Spring Grove Nursery:							
	41.08	45.93	49.64	57.34	63.34	89.59	111.84
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							
	16.00	17.00	18.00	19.00	20.00	21.00	22.00
Mulch Spring 2026 thru Fall 2026							
	18.00	18.50	19.75	20.75	21.75	23.00	24.00
Mulch Spring 2027 thru Fall 2027							
	19.26	19.80	21.13	22.20	23.27	24.61	25.68
Mulch Spring 2028 thru Fall 2028							
	20.15	20.75	22.15	23.25	24.35	25.75	26.88

Extra Services 2024 Season:

Gator Bag Brand Water Bags	35.34
Generic Water Bags	26.70
Tree Diaper	62.00

Price does not include pre-charging of the bag. Pre-charging requires a temporary water pool and space available to charge plus an additional \$7.00 handling fee.

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

	1.5"-3"	3.5"-4.5"
Per Tree Cost	3.75	5.00
Cut Basket/Remove (in addition to above cost)		
	1.5"-3"	3.5"-4.5"
Per Tree Cost	5.25	6.30

* 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-\$7.00
Per Tree Cost	1.40	2.60	3.80	5.00