### 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:

ABSENT: None

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 \_\_\_\_\_\_\_, 1987.

Virginia R. Cassin Village Clerk

### SUBURBAN TREE PURCHASE AGREEMENT

### ARTICLE I

### PURPOSE .:

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

- Contracting and negotiating with tree nurseries to provide its members with a variety of quality trees at reasonable prices.
- 2. Contracting and negotiating with tree planting services on behalf of its members.
- Providing a forum for mutual study, development and implementation of municipal tree growing, planting and maintenance programs for all its members.
- 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 hehalf of any member(s) in an effort to reduce costs of any type.

### ARTICLE II

### POWERS:

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-fer preexisting-debts-and-liabilites, 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 te-the-ferm-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.
  - 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 depositaries 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 regualr 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 acitivies 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:
  - 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:
    - 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 venuture 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 depositaries 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:	
		Clifford Village President	Bleo

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.

## Beaver Creek Nursery Prices for the Suburban Tree Consortium

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## Beaver Creek Nursery Prices for the Suburban Tree Consortium

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	Season	Fall 20	Fall 2017/Spri	ring 2018		Fall 2018/Spring 2019	//Spring	2019	굡	2019/5	Fall 2019/Spring 2020	020	Fall 20%	Fall 2020/Spring 2021	2021		Fall 2021/Spring 2022	rine 202	,
Common Name		2"	2.5"	m.	3,5	7.	2.5 <sup>H</sup>	en en	3.5	ر "ر	7 5"	1 0 1		ī		1			L.
Autumn Blaze® Freeman Maple	spr /fall	195	Z	8		205	255	╁	╄	+ 2	-	4	+		n	3.5	7	Ε	3.5
Marmo Freeman Maple	spr			_				+				-	200		$\dagger$	+	╧	520	1
State Street® Maple	spr / fali		L					t	+	-	+	+	210		+	+	717	1	1
Red Sunset® Red Maple	spring	186	208	~		193	216	H	-	200	224		217		t	$^{+}$	7 7 7 7	+	_
Red Pointe® Maple	spring							-	_		+	-	212		$\dagger$	+	25	+	1
Crescendo** Sugar Maple	spr / fall	186				193	228	-		193	228	+			$\dagger$	+	72.0	+	1
Green Mountain® Sugar Maple	spr / fall	186		3 235	270	193	228	244	281	193	┸	784 281	202	356	$\dagger$	+	214	+	_
Northern Catalpa	spr / fall	148	186	ĺ		154	193			154				195	$\dagger$	$\dagger$	717	+	1
Common Hackberry	spr / fall	190				195	250	H	+	185	235	-	101	CCT	$\dagger$	+	2/2	+	1
American Beech	spring							+	+			+	121		t	+	3 2	+	1
Princeton Sentry Ginkgo	spr / fall	307				322			+	322	<del> </del>	<u> </u>	222		$\dagger$	<u> </u>	282	+	1
Skyline® Honeylocust	spr / fall	179	210		272	190	215	245	L	190	210 2	245 280	$\perp$	213	$\dagger$	+	330	1	_
Kentucky Coffee Tree	spr / fall	215		3 292	337	224	258	304	350	27.4	上		$\perp$	C17	+	$\dagger$		740	1
Espresso™ Kentucky Coffee Tree	spr / fall	221	254			229	264	-	L	220	┸	1	$\perp$	1	+	+	737		1
Dawn Redwood	spring							+		1	007	+		4C7	$\dagger$	+	1	262	
netree	spring						T		+	+	+	1	10,	1	+	+		265	
Chanticleer® Pear	spring		213	240	284		219	24R	293	+	┸	200		1	$\dagger$	+	225	1	_
Redspire Pear	spring		196				202	279		+	200	270 672	575	000	$\dagger$		228	+	
White Oak	spring	249	L	ı		257	290	-	+	100			202	677	+	+	208	+	
Swamp White Oak	spring	211				219	259	+		250	248	+	707	1	$\dagger$	+	270	1	
	spring	211	264			219	275	-		220	25.3	+	757		$\dagger$	+	245	+	
Regal Prince Oak	spring	218	L			221	310	t		220	248	-	757	1	$\dagger$	$\dagger$		+	
Red Oak	spring	211	264			219	275	$\dagger$		220	753	-	252	1	$\dagger$	+	245	+	1
Black Locust	spr/fall							_		+	1	+	707	1	$\dagger$	1	245	+	_
	spring	208	230			216	240	+	-	216	240	+	2,5	1	$\dagger$	1	265	+	
American Sentry Linden	spr / fall	189			Γ	197		+	+	197		+	27.00	744	†		225	$\frac{1}{1}$	
	spr/fall	174			219	181	193	216	228	181	1881	216 220		220	+	+	$\perp$		
nden	spr / fall	174	186	208	219	181	193			181				220	+	+	102	730	1
nerican Elm	spr / fall	189	254			197	264		L	197			$\perp$	748	+	+	217	+	1
Arrollala Elm	spring	[					1						200		+		214	-	1
T	spr / fall	189	254			197	264			197	245		200	248	t		214	<u> </u>	
IIIIance serviceberry	spr/tall	1			1						-				+			+	
Thornless Unachous	Spring	9	182	- 1		175				175	191		182	198	t		186	210	
	Spring	115	139	168	197	120	146	176	207	127	153		165		f		L	1	1
Pod Institute Confession	spr/fall												165		+	+	175	1	
	spr / fall	133	168			140	176			_		_	172			1			
	spr / fall	139	174			146	182			146	182		172		$\dagger$	 	180	3	
rabapple	spr / fall	130				135				145		_			+		201	+	
Showdrift Crabappie	spr / fall	T						Н	Н	Н				T	+	+	+		
	spr/Tall	Ţ					1		_		H		205		$\vdash$		208	32	L
	Spr/Tall	7											230		H	<u> </u> 		260	
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O D M A A								-		-											Phone	Plone: 815-728-0977 Fax: 815-728-0977	0977		П
CONSORTUM PRICAME					-																				
BOTANTCAL NAME	COMINON NAME	PLANTING	Fell 2017/	Fall 2017/Spring 2018			<u></u>	™ 2018/8pring 2019	na 2019				Pall 2049/8p 202	% 2020			Fell 203	Fell 2020/8s 2021				1			
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Acer campetre	Maple, Hedge	Spring/Fell	140	165	H	$\parallel$	+	+	+	-		144	ĥ	+	H		H				╂┿	╫	7.0	(A)	
Acer frequently Automore Bargey	Maple, Autumn Fartasy	Sortro/Fall	97 5	165	012	253	+	Н	Н	582		148	13	216	$\mathbb{H}$	+	+	223	271	0 0	+	+	+	0	
Aggr freemant Trefail	Made, Fretal	Spring/Felf		Н	Н	007	H	+	+	╁		4 4	8	216	0 0	+	Н	22	a		₩	₩	Н	0 0	
Ace fresherif Sterna Glen	Maple, Sterma Glen	Spring/Fall	2 2	+	+	255	+	H	Н	157		144	170	216	H	H	$\mathbb{H}$	223	271	0 0	+	+	229	0 0	
Acer miyabel 'Morton' Acer platangides 'Columnare'	Maple, State Street	Spring/Fell	142	₩	1		H	142 175	220	₩	341	146	18	22,	283 351	149	175	223	271	0 5	Н	Н	273		
Acer platanoides 'Crimson Sentry'	Mage, Ofmson Serby	Spring/Fell		₩	DE 7	$\parallel$	$\dagger$		-			146	99 f	727			H	622	0	Ž o	╫	$\mathcal{H}$	240	22	g _ i
Acer natural Bowhalf	Maple, Bowhall Red	Spring/Fall Spring/Fall Risk		170	388	+	+	H	H	Н		165	185	╂╂	H	H	Н	239	00	00	┿	+	9 4		
Acer rubrum 'Red Pointe' Acer rubrum 'Sun Valley'		Soring/Fall Risk		H	212	$\prod$	H	₩	212	Н		34 84	173	+	+	+	+	228	265		╁┼	₩	╁┼	-	
Acer rubrum (A. x freemanli) 'Armstrong'		Spring/Felt Risk		+	212	+	+	+	+	+		146	175	Н	H	H	Н	877	265	0	+	+	+	00	
Acer sactharum Compemorabon' Acer sactharum 'Fall Resta'		Sortro/Fall	- 1	+	225			H	Н	╁		941	12	┦	263 0	+	+	228	12	0 0	╟╟	╀	H		
Acer section in Western	1	Sprtrg/Tell	145	╂╉	9 F7	$\parallel$	$\parallel$	+	+	255	<u> </u>	146	273	221	263 0	H	Н	228	12		╁╃	╫	235 279	00	
Acre transatum x platanodies 175-kW 202*	de, Crimson Surset	Spring/Fall	142	180	215	+	+	+	H	H		146	175	₩	H	+	Н	877	127	0 0	+	+	4	0 0	
Aesculus x amoldana 'Autumn Spieryor' Aesculus x, camea 'Briotil'	Horsechestrut, Autumn Splendor Horsechestrut, Brieff Red	Spring	851 5	H	25.	$\parallel$		17	₩	╁┽		163	210	-	283	\$1	╬	233	27.1	00	H	Н	Н		
Aestuis X, cames Pt. McNair	Horsechestrut, Pt. McNair	Spring	158	Н	245	$\parallel$	+	+-	245	+		163	2 5	Н	683	16	₩	260	282	0	н	+1	+-		7-
Assembly Have (Outsitute)	Buckeye, Yellow Sweet Buckeye, Ohlo	Sering	85 0	700	248	+	H	+	₩	Н		163	210	+	283	91 91	+	280	797	0 0	-	H	Н	٥	
Ahrus hiraria 'Harbin'	++	Sorting		Н	8	$\parallel$	+	+	+	+	<u> </u>	163	210	H	283	1	₩	98	262	0	Н	Н	4		
Amelandier grandflore Yeoth Hill	Sevicebery, Autumn Brillance Apple Seviceberry, Robin Hill Apple	Sorino/Fall	158	190	+	+	+	-	Н			163	196	₩	0 0	15	+	82 S	00	٥	₩	Н	Н		
Amelanther leave Complus' Amelanther leave "Do. a.m.	-	Spring/Fall	158	190	H	$\prod$	H		+			163	196	292	00	91	Н	62	0	0	₩	₩	0 9		
Betula White Satin'	TV ANSAURIN	Spring	131	190	+	+	+	+-	$\perp$			163	196	232	0	16	₩	8 8	0	0	+	+	9 9	-	
Betula populifota "Whitespire"	Birch, River Birch, Whitespie Grav	Sorting	131	H	173	H		++	Н			135	157	178	0 0	1 1	+	184	00	00	H	Н	6		
Carpinus betuhas 'Pasticiata'	Hornbeam, Pyramidel European	Spring	142	H	++	225	$\parallel$	₩	2 2	+	$\downarrow$	146	157	178	0 0 0	121	H	184		, .	╅┤	₩	Н	9	
Carya ovata	Hokory, Shagbark	Spring	210	184	221	+	+	$\vdash$	H	278		133	++	88	286	45	+	2 2	25. 26. 26.	D 0	┿	+	258	0 0	
Cattaine speciosa Cettis occidentalis	Northern Cataloa Hackberry, Common	Spring	Н	H	Н	204	H	110 142	₩	╁┼		113	+	0 85	210 0	11 23	+	0 1	216	0 0	₩	₩	11		
Cetts occidentalis 'Prairie Sentine''	Hacidoeny, Prairie Sentinel	Spring	142	H	212	8		┰	-	2 S	+	146	-	122	258	1	Н	228	265		++	$\mathcal{H}$	273	00	Ţ
Certs carjadensis	Eastern Rection	Spring	+	+	+	235	+	-	+	+		146	++	177	242 0	15.	₩	228	249	00	+	+	4	0 0	
Glory.	Yelowwood, American Dogwood, Golden Glory Comelan Cherry	Soring	205	147	268	$\parallel$	H	+	;;	₩		717	11	275	0 0	# T	+	828	£ c	00	$\vdash$	Н	Н		Ţ
Cables colored Carles Colored Carles	Turidah Filbert	Spring	163	H	236		H	┿╃	╫	212		168	+	184	221 0	THE STATE OF	H	150	878		₩	11	235		
		1000000	4	2 2	32.	3,0"		105	2 195	3,0"	60 60	108	146	102		) # ; 	151	200		90	115	213 2°	213	a 0	
Ostaegus pheengowum	Hawthorn, Washington	Spring/Fall	121	Н	168	+	+	+					++	Н	6	10	Н	20	o o		+	+	30		
Euconmia umodes	Havdy Rubber Tree	Sortno/Fall Sortino	+	147	+	Siles Siles		121			$\parallel$	125	151	₩	00	128	0 126	184	00	00	9	H	06		
Eucominia ulmoides 'Engraid Ponte"	Hardy Rubber Tree, Emread Point Beach, American	Spring	142	H	H		H	₩		257		157	ž ž	+	265	151	Н	Н	523	٥	155	Н	281		
Fagus sylvatics Purple Fourtieln'	Beech, Purple Fountain	Spring		┪	565	325	+	+	230 265	85 325 65 325	+		133	Н	335		244	Н	345		166	186 24	240 D	00	
Farus sylvatica 'Red Obelsk'	Beech, Green Wesping European Beech, Red Obelisk	Sorting	+	230	+	325	$\parallel$			325			237	Н	335		244	+	345	00	0 0	Н	SE .		ŢŢ
Fagus sylvatica Roseomiomatal	5	Sorte		Н	Н	325	$\parallel$	╌		325	+	00	237	-	335		45	Н	345			$\mathbb{H}$	4-	00	
Girliop bikba "Golden Columbate"	17	Sortng/Feil	173	+	315	+	+	+		383		2	120	Н	38	130	╂╢	11	342 406	00	196	+		0 0	
Sirvigo biloba 'Haka'	Ghato, Macvar Maldenhalt-Tree	Sorino/Fell Corino/Fell	EZ F	Н	315		#	₩	1 1	_		2 2	92 92 92 92	+	394	818	+	4	904	0 0	85	₩	93		
entry ferri	題	Sortno/Fat	13	322	315			+		£ 5	+	188	58 55	4	394	1513	Н	Н	90	0	198	╂┤	44	00	_ 
11		Spring/Fail Spring/Fail	2 3	+	315	+	+	Н		-		184	392	$^{++}$	200	21 22	H	Н	806 806	00	35 25	+	4 419	00	
Gleditsia triacanthos hermis 'Shademaster' Gleditsia triacanthos var. Inemis 'Socole'		П	142	157	195 2	#	H	142 15	157 195	$\overline{}$		146	E 53	727	243 0	158	+	233	0 %	0 6	19	╁	240	20	П
Gleditsla triacenthos Surburst			↤		Н	236 268		+	- 1	236	268	146	162	$\sqcup$	243 276	H	107	11	200	28	155	172 21	258 3	۵ <u>۾</u>	Ţ
Symnocledus dicina 'Egymeso'	8	Spring/Fall Spring/Fall	_	170		255	H	Н	11	Ш	292	168	2 15	++	263 304	+	╢	-1-1	250	313	251 ECT	H	Н	Н	
Stories neore	Walnut, Black		_	н	222	253	H	H	1 8	Ц	295	168	522	Щ	Н	+	+	+	122	313	R.F.	H	Н	122	, ,
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	SWENDLAM, MODISOLO  SWENDLAM, MODISOLO  SWENDLAM, WODGEGON  Tule Tice, Emend Cliv  Haddle, Almar  Haddle, Almar  Food, Rade Ravie  Code, Date Rose  Code, Sande  Code, San
	NAMAE Sweethum, Horratine Sweethum, Horratine Tuto Thee Hawdis, Annur Hawdis, Annur Hawdis, Annur Hawdis, Summertime Clab, Role Bandroop Crab, Sweeth Crab, Role Bandroop Crab, Role Bandr
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O D M A A S NUNSBRIBS, LLC. W	POTABLEAL MARIE  Lindschoof Machillas Viberaling  Habita Standing amurerasi Summerting  Machilla murerasi Summerting  Machillas Junices  Machillas Junices  Habita Paratie Pierce  Paratie Archita Pierce  Paratie Archita Pierce  Overcus Interferce  Overcus Rithmer Pierce  Soptora Borner Standing  Covercus Interferce  Overcus Rithmer Pierce  Soptora Borner Pierce  Soptora Borner Pierce  Soptora Borner Pierce  Soptora Borner Pierce  Junia Paratie Pierce  Umins Standing Pierce  Umins Standing Pierce  Umins Standing Pierce  Umins Coverting Pierce  Umins Cove
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COMMON NAME	SCIENTIFIC/ CULTIVARS	SEASON	Fall1	17/Spring18	818		Fall18/Spring19	pring1	a	Fa	Fall19/Spring20	ing20		Fall7	Fall20/Snring21	1221		/1/clle3	Follot /Chrimao	5	
			2"	2.5"	-	3.5"	2" 2.	2.5"   3"	3.5	4	2.5"	m	3.5	2	25"	$\vdash$		7"   1	7 5 1 1 2	$\vdash$	- L
State Street Mlyabe Maple	Acer miyabel 'Morton'	Spring/Fall	201	228	277	322 2	211 23	,,,	+	1.,	_	1,,	344	1 5	_	12	-	1	-	٠,	200
Green Column Black Maple	Acer nigrum 'Green Column'	Spring/Fall	211		386	-	-	-	-	-	_	-	-	239	-	_		_	-	-	275
Columnar Norway Maple	Acer platanoides 'Columnare'	Spring/Fall	184	205	249	279 1	184 20	205 249	-	_	-	-	-	198	-	-	+-	+-	+-	-	2 6
Deborah Norway Maple	Acer platanoides Deborah'	Spring/Fall	197	218	265	331 1	_	-	-	-	-	-	-	708	-	_	_	-			272
Emeraid Lustre Norway Maple	Acer platanoides Emerald Lustre®	Spring/Fall	184	205	249	279 1	184 20	205 249	-	9 193	215	261	293	198	+-	-	-	-	-	-	213
Parkway Norway Maple	Acer platanoides Parkway™	Spring/Fall	184	205	249	279 1	184 20	—	$\leftarrow$	-	+					-			+	-	<u>3</u>
Armstrong Gold Maple	Acer rubrum 'Armstrong Gold'	Spring					_	<del> </del>	_	L	L				T	T	Ť	224 2	247 2	205	7
Red Sunset Red Maple	Acer rubrum Red Sunset™	Spring	202	218	236	289 2	202 21	218 236	5 289	3 208	230	276	308	213	735	281	212	-	-	-	22.0
Redpoint Red Maple	Acer rubrum 'Redpoint'"	Spring	234	251	268	321 2	-	-	_	-	4	-	344	236	-	-	-	-	-	_	
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring	202	$\leftarrow$	-	+	_	+	+	-	-		5	213	_	-	_	_	-	-	340
Crimson Sunset Maple	Acer truncatum 'Crimson Sunset'	Spring/Fall	209		T	7	+-	225	-	215	_	-		220	-	-	-	+	+	-	2 2
Green Mountain Sugar Maple	Acer saccharum 'Green Mountain'®	Spring/Fall	187	203	231	277	-	-	-		4			2	-	_	_	-	7007	272	8
Autumn Fest Sugar Maple	Acer saccharum 'Autumn Fest'	Spring/Fall	187	203	231	-	196 21	213 243	3 291	1 206	223	273	301	216	233	783	211	, ,,,	245	707	1:
Crescendo Sugar Maple	Acer saccharum 'Crescendo'	Spring/Fall	187	203	231	277 1	196 213	-	-	+	-	-	301	216	-	-			<del>-</del>	-	77 2
Autumn Blaze Freeman Maple	Acer x freemanii 'Autumn Blaze'	Spring/Fall	190	203	214	288 2	217 233	3 251	-	1 227	╌	₩.	344	227	+-	+-	-	+		+	770
Amstrong Freeman maple	Acer x freemanii 'Armstrong'	Spring/Fall	190	203	214	288 2	╌	-	-	-	+	-	305	217	-	-	_	-	-	-	:   :
Marmo Freeman maple	Acer x freemanii "Marmo'™	Spring/Fall	190	203	214	288 2	200 213	-	-	+	+	775	305	212	<del>-</del> -	_	_	_	-4-	-	070
Autumn Splendor Horsechestnut	Aesculus x amoldiana 'Autumn Splendor'	Spring	274	_	361	400	274 316	-	-	-	-	-	397	75.0	+		-	+	-		9 !
Fort McNair® Horsechestnut	Aesculus x amoldiana 'Fort McNair'	Spring	274	316	361	400	_	-	-	-	-	+-	397	250	-	_	-	-	-	275	760
Lustre @ Allegheny Serviceberry	Amelanchier laevis 'Rogers'	Spring/Fall	210	240	284	357 2	-	-	-	-	<del></del>	+-	337	200				-	-	4	72
Autumn Brilliance® Apple Ser.	Amelanchier X grand. 'Autumn Brilliance'	Spring/Fall	210	-	-	-			-	-	-	-	337	200	_	-	-	_	-	700	Т
River Birch	Betula nigra	Late Spring	248	295	₩	+	٠	-	4	+	_	_	206	107		_	+	_	_	-	<u> </u>
Whitespire Birch	Betula populifolia "Whitespire"	Late Spring	248		335	7	<del></del>	-	110	1 2	-	-	206	101	-		-	-	-	-	<u> </u>
Pyramidal European Hombeam	Carpinus betulus 'Fastigiata'	Late Spring	273	-	35.8	+	<del></del>	-		100	-		720	ì		-	MI MI	-	$\rightarrow$	-	301
Frans Fontaine European Hombeam	Carpinus betulus 'Frans Fontaine'	ate Spring	270	_	3 2	+	_	_	2/6	777		-		731	-	302		$\rightarrow$	-	310	
American Hombeam	Caroinus caroliniana	Late Spring	231		-	2 77.6	-	_	_	-	_	-		236	$\rightarrow$	$\rightarrow$	-	_	$\rightarrow$	315	
Northern Catalpa	Catalpa sneciosa	Surface Opinion	127		-	-	-	-		-		_	344	224	$\rightarrow$	-	-	$\rightarrow$	-	-	347
Heartland Catalpa	Cataloa speciosa 'Hiswathe 2'	Spring/Fall	220			202	-	$\rightarrow$	303	_		_	300	210	-	$\rightarrow$	_	$\neg$	-	261 3	307
Common Hackberry	Cells occidentalis	Spring/Fall	100	-	27.	-	-	-	_	-	$\rightarrow$	$\rightarrow$	310	220	-	$\rightarrow$	$\rightarrow$	_	240 2	271 3	317
Chicagoland Hackberry	Celtis occidentalis 'Chicacoland'	Spring/Fall	2	_		344		_	_		-	-	301	207	$\rightarrow$		$\rightarrow$	_		_	314
American Redbud		Charles all		†	$\dagger$	+	977 CT7	222	305	717	234	788	316	222	239	293	321	_		300 3	329
Golden Glory Dogwood	on Glon'	Spring		+	†	ť	-	_	-	-	_	_		1	$\rightarrow$					300	
Turkish Filbert	Condus columns	Optimity Rail	2,5		1	7	-	_	331	-	_	-		225		294	.,	-		294	
Thomless Cockson: Hawthom	Organica control bases: 1	opring/rail	7,33	-	-	-	_	-	$\rightarrow$	$\rightarrow$	$\rightarrow$	$\rightarrow$		253		328	.,	253 2	284 37	328	Γ
Winter King Green Houston		Spring/Fall	139	-	-	$\rightarrow$	$\rightarrow$	-	$\rightarrow$	$\rightarrow$	_	$\rightarrow$	280	159	194	236	283	167 2	204 2/	248 2	297
William Card Card Cawaron	er King	Spring/Fall	142	$\rightarrow$	$\rightarrow$	-	-	$\rightarrow$	5 261	1 156	_		280	159	194	236	283	-	-	-	297
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring/Fall	264	_	_	442 2	277 335	5 408	3 464	1 277	335	408	464	280	338	411	+	+-	-		:
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'®	Spring/Fall	264	-	_	442 2	277 335	5 408	3 464	1 277	335	408	464	280	-	411		+		426	Т
Emperor Ginkgo	Glnkgo biloba 'Woodstock'	Spring/Fall	264	319	389	442 2	277 335	5 408	3 464	1 277	╌	408	464	280	-	11	T	+-		426	Т
Skyline Honeylocust	Gleditsla triacanthos 'Skyline' ®	Spring/Fall	172	188	203	248 1	181 197	7 213		╂	-	+-	298	202	_	-	308	+			19
Kentucky Coffee Tree	Gymnocladus dioica	Spring/Fall	253	271	_	366 2	253 271	1 294	-	_	-	-	356	238	+	4-	-	-	-		
Espresso Kentucky Coffee Tree	Gymnocladus dioica 'Espresso'	Spring/Fall	253	271	_	366 2	263 281	1 304	-		_	-	376	258	_	-	_	-	_	-	<u> </u>
Tuliptree	Liriodendron tulipifera	Spring	265	291	296	335 2	265 291	1 296		-	_	-	335	2 2	-		177	_		_	195
				-1	4	_[	_	-		_	_	-1	2	20	_		_	⊸	276 2	299 3	335

	_	_				-	ı	ı		-											
		PLANTING		17	7 pricin	17 pricing Hihsdale	dale									ı					_
COMMON NAME	SCIENTIFIC/ CULTIVARS	SEASON		Fall17/Spring18	g18	ш.	all18/5	Fall18/Spring19	6	Fa	Fall19/Spring20	ing20		Fall2	Fall20/Spring21	ng21		Fall21/Surine22	Spring	22	
			7,	2.5"	3"	3.5"	2" 2.	5" 3"	3.5"	_	2.5"	<u>_</u>	3.5	2"	2.5"	$\vdash$	3.5	2   "	2 5"	$\vdash$	2 5.11
Emerald City Tuliptree	Liriodendron tulipifera 'Emerald City'	Spring			-	-	-	_			L			260	286	1,		1.	_	+,	3 8
Worplesdon Sweetgum	Liquidambar styraciflua 'Worplesdon'	Spring					$\vdash$	L	L	L	L						+	-	-		p P
White Shield Osage Orange	Maclura pomifera White Shield'	Spring					-	L	L	L	L					Ť		-		-	78
Adams Crab	Malus 'Adams'	Spring/Fall	135	147	167	187 1	142 1	154 175	5 196	142	154	175	196	147	159	180	١	157	_	_	2 5
Donald Wyman Crab	Malus 'Donald Wyman'	Spring/Fall	135	147	167	187 1	142 1	-	┶	-	+-	-		1/17	150	_	+	_	-	-	112
Royal Raindrops Crab	Malus 'Royal Rain Drops'	Spring/Fall	135	+-	167	+-	+-	+	4	_	-	-	_	117	150	-	-	154	+		
Louisa Crab	Malus 'Louisa'	Spring/Fall	135	-	+-	┈	+	-	-	_	-	-	_	<u>}</u>	2 5	-	-	-	-+	-	211
Prairiefire Crab	Malus 'Prairifire'	Spring/Fall	135	+	+	+	+	-	-	_	-	1,5	2 2	147	5	-	-	-	$\rightarrow$	-	211
Purple Prince Crab	Malus 'Purple Prince'	Sprtno/Fall		-	+	+	-	-	_	_	-	-		14/	TSB	-	-	-	167 1	-	211
Red Jewel Crab	Malus 'Jewelcole'	Spring/Eall	125	147	167	107	147 1			_	$\rightarrow$	-		147	159	_			167 1	189	211
Spring Snow Crab	Malus 'Spring Spow'	Chillightan	3 5	+	+	-	-	_	-	_	-	_	196	147	159	_	-	_	167 1	189	211
Sugar Tyme Crah		aplilig/rall		-	-+-	-	-	-	_	-	_	-	196	147	159	180	201	154	167 1	189	211
Zimi Crah	Series Congram	Spung/Fall	55	-+	-+	$\rightarrow$	$\rightarrow$	-	_	_	154	-	196	147	159	180	201	154	167 1	189	211
Inches of the share the same	Maius A zumi var. Calocarpa	Spring/Fall	135	-	-	187 1	$\rightarrow$	-	5 196	_	_	175	196	147	159	180	201	154	167 1	189	211
(inchinorally	Ostrya virginiana	Spring	266	-	330	2	266 283	-	0	266	5 283	330		256	273	320	+	-	+	+	
Cuaking Aspen	Populus tremuloidies	Spring	175	191		1	175 191	1 229	6	180	٠.	240	280	181	1	-	ž	-	-		Te
Exclamation London Planetree	Platanus x acerifolia "Morton Circle"	Spring	213	271	289	325 2	213 27	271 289	9 325	+-	-	289	340	215	2,00	-	_			+	200
New Bradford Pear	Pyrus calleryana 'Holmford'	Spring	216	290	₩	-	-	-	+-	-	_	201	5 5	3 5	55	-	-	_	-	-	351
Chanticler Pear	Pyrus callenyana 'Cleveland Select'	Spring	216	+-	-	-	4	-	_	-	-	100	22.5			-	-	_	-	-	333
Swamp White Oak	Quercus bicolor	Late Spring	246	-	4	-	-	+	_	_		707	2	707	-	$\rightarrow$	_	$\rightarrow$	$\rightarrow$	$\dashv$	333
Shingle Oak	Quercus imbricarla	ofe Coring	246	-	-	_	-	-	_			304	360	246	-	$\rightarrow$	360	_	269 3	311 3	369
Bur Oak	Oligical macroscopes	Card Chilling	240	-	-	_	_	-	_		_	304	360	246	-	_	_	252 2	269 3	311 3	369
Chinkapln Qak	Outroit michigabatha	Late Spring	440	-	-	_	_	-	_		$\rightarrow$	304	360	246	263	304	360	252 2	269 3	311 3	369
Red Oak	Cociona il del nel nel nel nel nel nel nel nel nel n	Late Spring	240	$\rightarrow$	_	_	$\rightarrow$	-	_	_	$\overline{}$	304	360	246	263	304	360	252 2	269 3	┰	369
John Court Dans	Guercus ruora	Late Spring	246	$\rightarrow$	-	$\rightarrow$	$\rightarrow$		_	246		304	360	246	-	_	-	-	+-	+	369
Tailed Car	Guercus robur Long	Late Spring	246	263	304	360 2	_	3 304		_	263	304	360	246	-	-	-	-	-	+	360
Heritage Cak	Quercus robur 'Heritage'	Late Spring				2	246 263	⊢	_	-	_		360	246	-	-			<del></del>		B S
Niobe Weeping Willow	Salix alba Tristis'	Late Spring	158	169	194 2	230 1		-	_	-	-	230	268	100	-		_	_	-	-	369
China Snow Peking Lllac	Syringa pekinensis 'Morton'	Spring/Fall	174	506	256 2	-	-	-	_	-	-	360	210	100	-	_	-	_	_	-	271
Beijing Gold Peking Lilac	Syringa pekinensis 'Zhang Zhiming"	Spring/Fall			H	Į <del>č</del> i	-	_	-	-	_	270	330	100	_	_	_	-	-	-	321
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	225	256	294 3	331 2		+		_	_	207	ייני	2 2		-	-		$\rightarrow$	-	331
Baldcypress	Taxodium distichum	Late Spring	213	┽—	+-	+-	-	-	_		_	474	100 237	227	-	-	_	-	$\rightarrow$	$\rightarrow$	339
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Late Spring		+-	-	_	-			-	_	230	200	203	-	-	2/2	-	$\rightarrow$	-	277
Continental Appeal™ Linden	Tilia americana 'Continental Appeal'	Spring/Fall	166	182	211 2	255 1	-	-		-	-	740	280	7	$\rightarrow$	-	_	$\rightarrow$	-	-	287
American Sentry <sup>TM</sup> Linden	Tilla Americana 'MckSentry'	Spring/Fall	194	-	-	-	$\rightarrow$	-	_	-	_	246	295	707	-	$\rightarrow$	-	$\rightarrow$	$\rightarrow$	_	313
Redmond American Linden	Tilia americana 'Redmond'	Spring/Foll	166	-	-	+	_	_	_		-	740	282	3	-	$\rightarrow$	-	_	232   20	_	313
Glenleven Littleleaf Linden	Tilia x flavescens 'Glenleven'	Spring/Eall	166	-	+	-	_	-	_	192	-	230	276	195	_	-	_		218 2	245 2	293
Greenspire Littleleaf Linden	Tills contain Conceaning	10 c	3 5	-	-	-	-	-+	-	$\rightarrow$	-	230	276	195	208	233	279 2		218 2	245 2	293
Sterling Silver Indep	The formation of the contract	Spring/Fall	Top	-	$\rightarrow$	$\rightarrow$	$\rightarrow$	-	-	_	$\rightarrow$	230	276	195	208	233	279 2	_	-	-	293
WE WILL DE LEGISLA	ina lornernosa Sierling ®	Spring/Fall	166	$\rightarrow$	$\rightarrow$	$\rightarrow$	-	-	2 268	192	205	230	276	195	208	-	-	4-	-	-	203
Trimmer Elli	Ulmus 'Morton'	Spring/Fall	219	-	-	-	219 231	1 248	3 281	219	236	265	309	221	-	267	-		-	-	227
	Ulmus 'Morton Glossy'	Spring/Fall	219	-	_	281 2:	219 231	1 248	3 281	219	236	265	309	221	-	-	-		-	+	227
Emerald Sunshine Elm	Ulmus 'Emerald Sunshine'	Spring/Fall	219	231	248 2	281 2	219 231	1 248	3 281	219	236	265	309	221	—	1	-		-	+	126
Princeton Class	Ulmus 'Frontier'	Spring/Fall		$\exists$		2:	219 231	1 248	3 281	219	236	265	309	221	-	+-	+-	_	+	+	227
	Ulmus americana "Princeton"	Spring/Fall				2:	219 231	1 248	3 281	—		265	300	221	-	+	-		-	4	<u>ال</u>
						1	ł	4	4	4	_		3	1	┥.	-	-	7 977	249 28	281 3	327

# POSSIBILITY PLACE NURSERY PRICING FOR SUBURBAN TREE CONSORTIUM

Ohio Buckeye         Aesculus glabra         \$145.00         \$160.00           Northern Catalpa         Catalpa speciosa         \$130.00         \$150.00           Common Hackberry         Celtis occidentalis         \$130.00         \$150.00           Blue Ash         Fraxinus quadrangulata         \$130.00         \$155.00           Rentucky Coffeetree         Gymnocladus dioica         \$130.00         \$155.00           Bluck Ash         Fraxinus quadrangulata         \$130.00         \$150.00           Black Walnut         Juglans cinerea         \$135.00         \$170.00           Black Walnut         Juglans nigra         \$135.00         \$170.00           Eastern White Pine         Pinus strobus         \$140.00         \$170.00           Swamp White Oak         Quercus bicolor         \$140.00         \$170.00           Scarlet Oak         Quercus coccinea         \$140.00         \$170.00           Hill's Oak         Quercus ellipsoidalis         \$140.00         \$170.00           Shingle Oak         Quercus imbricaria         \$140.00         \$170.00	1.5" 2" 2.5" \$145.00 \$150.00 \$130.00 \$155.00		2" 2.5" \$180.00 \$170.00	FALL 2019/	SPRING 2020	<b>D FALL 202</b>	FALL 2018/SPRING 2019 FALL 2019/SPRING 2020 FALL 2020/SPRING 2021 FALL 2021/SPRING 2022	TEALL 2021 /EDDT	
talpa Catalpa speciosa  ckberry Celtis occidentalis  ckberry Celtis occidentalis  Fraxinus quadrangulata  Fraxinus quadrangulata  Gymnocladus dioica  Juglans cinerea  Juglans nigra  Nyssa sylvatica  ophornbeam) Ostrya virginiana  te Pine Pinus strobus  Quercus alba  Quercus bicolor  Quercus bicolor  Quercus ellipsoidalis  Quercus imbricaria		\$160.00 \$ \$145.00 \$ \$145.00 \$	2" 2.5" 180.00 170.00	_				イン・ファイ かいかん アート	NG 2022
talpa Catalpa speciosa ckberry Celtis occidentalis ckberry Celtis occidentalis Fraxinus quadrangulata freetree Gymnocladus dioica Juglans cinerea  t Juglans nigra Nyssa sylvatica ophornbeam) Ostrya virginiana te Pine Pinus strobus Quercus alba Quercus bicolor Quercus bicolor Quercus ellipsoidalis Quercus imbricaria	5.00 \$160.00 5.00 \$150.00 5.00 \$155.00	\$145.00 \$ \$145.00 \$ \$145.00 \$	180.00 170.00 170.00	1.5"	2,5"	1.5"	2" 25"	- L	
ckberry Celtis occidentalis ckberry Celtis occidentalis Fraxinus quadrangulata freetree Gymnocladus dioica Juglans cinerea  t Juglans nigra Nyssa sylvatica ophornbeam) Ostrya virginiana te Pine Pinus strobus Quercus alba Quercus bicolor Quercus bicolor Quercus coccinea Quercus coccinea Quercus ellipsoidalis Quercus imbricaria	0.00 \$150.00	\$145.00 \$	170.00	\$170.00 \$1	\$190 no.	4100			7.5
ckberry Celtis occidentalis Fraxinus quadrangulata freetree Gymnocladus dioica Juglans cinerea  Juglans nigra Nyssa sylvatica Ophornbeam) Ostrya virginiana te Pine Pinus strobus Quercus alba Quercus alba Quercus ellipsoidalis Quercus ellipsoidalis Quercus imbricaria	0.00 \$155.00	\$145.00	170.00		0000	00.002¢	\$200.00	\$180.00 \$200.00	
freetree Gymnocladus dioica  Juglans cinerea  Juglans nigra  Nyssa sylvatica  ophornbeam) Ostrya virginiana  te Pine Pinus strobus  Quercus alba  Quercus bicolor  Quercus ellipsoidalis  Quercus ellipsoidalis  Quercus imbricaria			170.00	TA OU.CCTA	\$180.00	\$165.00 \$190.00	\$190.00	\$165.00 \$190.00	
ffeetree Gymnocladus dioica Juglans cinerea  t Juglans nigra Nyssa sylvatica ophornbeam) Ostrya virginiana te Pine Pinus strobus Quercus alba e Oak Quercus bicolor Quercus coccinea Quercus ellipsoidalis Quercus ellipsoidalis				\$155.00 \$180.00	80.00	\$165.00 \$190,00	\$190.00	\$165.00 \$190.00	
t Juglans cinerea  t Juglans cinerea  t Juglans nigra  Nyssa sylvatica  ophornbeam) Ostrya virginiana  te Pine Pinus strobus  Quercus alba  e Oak Quercus bicolor									
t Juglans nigra  Nyssa sylvatica  ophornbeam) Ostrya virginiana  te Pine Pinus strobus  Quercus alba  e Oak Quercus bicolor  Quercus coccinea  Quercus ellipsoidalis  Quercus imbricaria									
ophornbeam) Ostrya virginiana te Pine Pinus strobus Quercus alba e Oak Quercus bicolor Quercus coccinea Quercus ellipsoidalis Quercus imbricaria		_							
ophornbeam) Ostrya virginiana te Pine Pinus strobus Quercus alba e Oak Quercus bicolor Quercus coccinea Quercus ellipsoidalis Quercus imbricaria	_								
te Pine Pinus strobus Quercus alba Quercus bicolor Quercus coccinea Quercus ellipsoidalis Quercus imbricaria	4 70 00								
Quercus alba  Quercus bicolor Quercus coccinea Quercus ellipsoidalis Quercus imbricaria	00:0714 00:0	\$120.00	\$190.00	\$160.00 \$2	\$200.00	\$170.00 \$210.00	\$210,00	\$170.00 \$210.00	
e Oak Quercus bicolor Quercus coccinea Quercus elfipsoidalis Quercus imbricaria	\$140.00 \$170.00	4	000						
Quercus coccinea Quercus ellipsoidalis Quercus imbricaria	00 4170.00	\$133.00 \$190.00	190.00	\$165.00 \$200.00	00.00	\$175.00 \$210.00	\$210.00	\$175.00 \$210,00	
Quercus ettipsoidalis Quercus imbricaria	\$140.00 \$1/0.00	\$155.00 \$190.00	190.00	\$165.00 \$200.00	00.00	\$175.00 \$210.00	\$210.00	\$175.00 \$210.00	
Quercus imbricaria	\$140.00 \$170.00	\$155.00 \$190.00	190.00	\$165.00 \$200.00	00.00	\$175.00 \$210.00	\$210.00	\$175.00 \$210.00	
Quercus imbricaria	\$140.00 \$170.00	\$155.00 \$190.00	190.00	\$165.00 \$200.00	00.00	\$175 00 \$210 00	¢210 00.	200000000000000000000000000000000000000	
	\$140.00 \$170.00	\$155.00 \$190.00	190.00	\$165 00 \$200 00		1	00.017	\$175.00 \$210.00	
Bur Oak Quercus macrocarpa \$140,00	\$140.00 \$170.00	\$155 00 \$100 00	00 00	200.0014	00.00	\$175.00 \$210.00	\$210.00	\$175.00 \$210,00	
Ħ	00 \$170 00	#15E 00 #190.00	00.00	\$165.00 \$200.00	00.00	\$175.00 \$210.00	\$210.00	\$175.00 \$210.00	
Red Oak Quercus rubra \$140.00	\$140.00 \$120.00	4155.00	00.00	\$165.00 \$200.00	00.00	\$175.00 \$210.00	\$210.00	\$175.00 \$210.00	
Jetti		00.0614 00.0014	190.00	\$165.00 \$200.00	00.00	\$175.00	\$210.00	\$175.00 \$210.00	
***ALL TREES IN THE ABOVE LISTING ARE IN 18" ROOT BAGS. ALL TREES CAN BE CROWN IN POST MAKES CONTRACTOR	BAGS. ALL TREES CA	N RE CDOW	TOO INT IN						
		AND TO AND	A LIV ROOF MAKE	K CON IAINE	AS FOR AN EXT	RA \$15.00 F	PER TREE.		
DELIVERY CHARGES: \$2.00 PER MILE ROUND TRIP	dII.								
MINIMUM 10 TREES FOR DELIVEDY	EI TVEDV								

# Spring Grove Nursery Prices for Suburban Tree Consortium - Fall 2017-Spring 2022

Revised 7-18-17

			Fall 2	Fall 2017/Spring 2018	ne 2018	Н	2018/	Fall 2018/Surine 2019	2010	Eall 2	010 /cv	Eall 2010 /Casing 2020	⊢	Por II-	1	100				ſ
Common Name	Scientific Name	Planting Season	2"	2,5" 3.0"	3.5	+	2.5	0 %	7	1	9 50	200 3	+5	אווי בעניין			Fall Z	Fall 2021/Spring 2022	Ing 20.	22
Freemanii Maple	Acer x freemani 'Jeffersred'	Spring/Fall	188		_	Т-		261	_	120		1	٧.	9 0	ก	0.0	7	m		in in
	Acer x freemani 'Celzam'	Spring/Fall	188	212	249	197	-	_		202	23.4	27.4	+		246 200	I	277	20 5	302	T
	Acer x freemani 'Autumn Fantasy'	Spring/Fall	188	<u> </u>	249	197	$\perp$	$\perp$		207	234	274	, , ,		1				302	Ţ
Amur Flame Maple	Acer glunala 'Flame'	Spring/Fall		+	+	101				100		1		ш				4		
		8		+	+	Î	277	707		Ŷ.	734	7/4		718	246 288		228	258	302	Ţ
State Street Maple	Acer miyabei 'Morton'	Spring/Fall	188	212 2	249	197	223	261		207	234	274	,	218	246 289		330	010	200	
Rugged Ridge Maple	Acer miyabei 'JFS-KW3AMI'	Spring/Fall			H	197				207	234	274	17						30,5	T
Norway Maple	Acer platancides (Debessel			+															+	Γ
	Acer platanoides 'Pond'	Spring/Fall		+	+	183				202	234	274	7	ш	246 288		228	258	302	
		Spirit Coll		+	+	183	509	247		202	234	274	7	218 2	246 288		228	258	302	
Red Maple	Acer rubrum 'Franksred'	Spring/Fall Cardion	192	217 7	340 365	107	_		200	100	1		+						Н	
	Acer rubrum October Glory'	Spring/Fall Caution	180				223	107	200	3 5	¥ 3	7/4		_			28	258	302	
	Acer rubrum 'Redpointe'	Spring/Fall Caution	188				_		5 5	à	234	274			_ 1			_1		
	Acer rubrum 'Burgundy Belle'	Spring/Fall Caution	188	Ш.			┸		200	3 2	3	27.4	1	_					8	
	Acer rubrum 'Sun Valley'	Spring/Fall Caution	188						000	3 5	1 2	7,4	1			1			22	
				Ь.					622	3	4	#1/7	1	21	246 288		228	288	302	
Sugar Maple	Acer saccharum 'Green Mountain'	Spring/Fall	188	212 2	249	197	223	261		202	234	27.4	1		_l_					T
	Acer saccharum 'Commemoration'	Spring/Fall	188	212 24	249	197	_	1_		207	234	274	1	218	246 288	İ	977	200	7 6	T
	Acer saccharum 'Bailsta' Fail Fiesta	Spring/Fall	188	212 24	249	197		1		207	28	274	1		1_				700	T
	Acer saccharum 'Morton' Crescendo	Spring/Fall	198	223 2	259	208	_	Ц.		218	246	286	1	上			241	_	2 2	T
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0												+	+					1/2	2	T
Common Common Admin	Acer truncatum x A. platanoides 'Warrenred'	Spring/Fall	212	236		223	248			234	261		-		274	İ	250	107	+	T
Crimson sunset (Mapie	Acer truncatum x A. platanoides 'JFS-KW202'	Spring/Fall	212	236		223	_			234	192		1	246 2	276	İ		707	+	T
urban sunset Maple	Acer truncatum x A. platanoides 'JFS-KW187'	Spring/Fall					L					t	1	4	2	İ		200	+	7
											†	t	+	+	1	İ		/97	+	T
HOT WINGS Maple	Acer tataricum 'GarAnn'	Spring/Fall	212	236		223	248			734	261	t	7	246 2	274		75.8	287	+	Т
Yellow Buckeye	A manual of												-			İ	- 1	3	+	T
Ft. McNair Horsechastout	Aesculus occandra	Spring/Fall Caution	222	248 28	286	233				245	273	315	7	257 2	287 331		270	307	347	Τ
Artimo Colondor Horsenhauer	Accounts carried in Inchair	Spring/Fall Caution	- 1		286	233	260	300		245	273	315	2	_			_		307	Τ
Thingshop lost of the second	Aesculus amoldiana Autumn Splendor	Spring/Fall Caution	222	248 28	286	233	260	300		245	273	315	7	_				1	347	T
Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Arthuru Brilliana'	Section from					_											1	+	T
Spring Flurry Serviceberry	Amelanchior bassic 185, Ash	Spring/Pall	287		249	197	223	261		202	234	274	2	217 2	246 288		228	258	302	1
		Spring/Fall	88	212 249	6												1 1	1 1	Н	
Heritage River Birch	Betula nigra 'Cully'	Spring	176	200 2	236	185	210	248	T	101	334	364	٢				- 7	_1	+	
Dakota Pinnacle Birch	Betula platyphylla 'Fargo'	Spring	176	L.,	236	185			T	192	321	26.1	11	100	4/7 757				787	7
				1	-		$\perp$		T	1		1	+			İ	417	243	787	
American Hombean	Carpinus betulus 'Fastigiata'	Spring	212	236 27	73	223	248	287	Γ	234	261	301	2	246 2	274 316	İ	200	207	200	T
American nombeam	Carpinus caroliniana	Spring	212	236 273	13	223	248	287	Γ	234	261	301	1		$\perp$	İ	4.		7 6	T
North Catalon									T			+	+			Ī			77	T
Purch Contra	Catalpa speciosa	Spring/Fall	176		236 273	3 185	210	248	287	194	221	261	301 2	204 2	232 274	İ	214	242	100	T
rupic cataloa	catalpa x erubescens 'Purpurea'	Spring/Fall	176	200 2	236 273	3 185	210	248	287	194	221	_	4_	_			4	-	797	1
Harbharm	0.141											_	_				1		+	T
Chicagoland Landboom	Certis occidentalis	Spring/Fall		200 236	36 273	3 185	210	248	287	194	221	261	301		232 274		214	243	707	Ţ
Prairie Sential Harkhern	Cents occidentalis 'Chicagoland'	Spring/Fall	181	205		190	215			199	526	L	_	209 2	1_			1_	-	T
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	cents occidentalis Jrs-KSOI.	Spring/Fall		+	4							Н	2		237		_	249	+	Τ
Eastern Redbud	Cercis canadensis		_1_	- 1	4													+	-	T
	לכן אם התוואתונים	Spring	212	236 273	3	223	248	287	7	234	261	301	7	246 2	274 315		258	287	332	

# Spring Grove Nursery Prices for Suburban Tree Consortium - Fall 2017-Spring 2022

		0	717	2007	2//3	577	748	287	734	261	301	246	274	315	258	8 287	332
Golden Glory Corneliancherry Dogwood	Cornus mas 'Golden Glory'				-	207	233	273	217	245	287	228	257	301	20	240 270	315
Turkish Eilbart												H	_				
	Corylus conurna	Spring			-	223	248	+	234	261	H	246	5 274		258	8 287	
			Fall 20	17/Spr	Fall 2017/Soring 2018	Fall 20	18/Spr	Fall 2018/Sortne 2019	-	M9/cr	Fall 2019/Shring 2020	-	3/0000	Colf 2020/Condendary	+	1	
Соттоп Nате	Scientific Name	Planting Season	2" 2	2.5" 3.0"	E .C.	2" 2	2.5" 3.0"	3.5"	- 24	2.5"	3.0" 3.5"	- 2	2.5"	3.0"	12	rell 2021/3pring 2022	3.0°
Thornton Confessor University							1 1						-	т.	7	L	
winter King Hauthorn	Cretaegus crusgain V. mermis	Spring	152		212	159	_	223	167	194	234	175	204	246	184	4 214	258
The man and the same	Clataegus virais Winter King	Spring	152	176	212	129	185	223	167	194	234	175	204	246	184	1. 1	258
Hardy Rubber Tree	Eucommia ulmoides	Spring/Fall		H	-	223	245	287	234	257	203	340		1	- 1	. 1	
								-		à	700	240	4/7	2	728	787	332
Princeton Sentry Ginkgo	Ginkgo bilaba 'Princetan Sentry'	Spring/Fall	282	309		297	324	L	311	340	-	37.5	357	t	243	375	1
Windover Gold Ginkgo	Ginkgo biloba 'Windover Gold'	Spring/Fall	282	309		297	324		311	340		327			343	1	
Skyline Honeylocust	Gleditsia triacanthos 'Shumle'	Coston/Eall	,			- 1		-			-						
Streetkeeper Honeylocust	Gleditsia triacanthos 'Street Keeper'	Spring/Fall	101	7 7	243	182	223	261	15	33	274	204		288	214		302
		III A	701		2	- 1	_	ا	201	741	781	211	253	592	221	1 265	310
Kentucky Coffee Tree	Gymnocladus dioicus	Spring/Fall	212		273	223	248	287	757	261	203	196		1	1		
Espresso Kentucky Coffee Tree	Gymnocladus dioicus 'Espresso-JFS'	Spring/Fall	_	263	270	2,20	ㅗ	202	i	1 5	100	7 7	*/7	9	807	287	332
				1	2			3	7.7	/07	200	4		323	5		339
Moraine Sweetgum	Liquidambar styraciflua 'Moraine'	Spring	222	248 2	286	233	260	300	245	273	315	253		331	270	201	247
Wornelsdon Sweetgum	Uquidambar styraciflua 'Worpelsdon'	Spring					_	-	245	233	315	257	287	331	370	1.	247
Siender Silnouette Sweetgum	Liquidambar styraciflua 'Slender Silhouette'	Spring						H	245	273	315	257	$\perp$	331	270		347
Tulio Tree	Interdendent to Interde		- 1										_				
Emerald City Tulin Tree	Listodenden tuliniten lin Out	Spring		- 1	586	233	_	300	245	273	315	25)	287	331	270	0 301	347
on due to	Linderial of tailpliera Jr3-Oz	Spring	523	254 2	292	240	267	307	252	280	322	265		338	287	1 .	355
Amur Maackia	Maackia amurensIs	Spring/Fall		+	+		+	+	347	100	100		_ [				
				+	-		+	+	/17	C#7	/97	877	757	301	240	220	316
White Shield Osage Orange	Mactura pomifera 'White Shield'	Spring/Fall		H	$\prod$		+	$\frac{1}{1}$	234	261	301	246	274	316	258	8 288	332
Butterflies Magnolia	Magnolia acuminata 'Butterflies'	Spring		+	-		$^{+}$	+	23.6	261	201	3/6	27.6		i		
							H	$\vdash$	}	104	1	Z-w(		070	867	788	332
Crabappie	Malus 'Prairifire'	Spring/Fall	164	188		172	197	ŀ	181	207	+	100	210	$\dagger$	100		
	Malus 'Spring Snow'	Spring/Fall		188		_	197	-	181	202	+	191		$\dagger$	200		T
	Malus 'Red Jewel'	Spring/Fall	164	188		_	197	H	181	207	+	190		$\dagger$	133	_4	T
	Malus 'Sargent'	Spring/Fall	1						181		+	120		†	2/3		
	Malus 'Golden Raindrops'	Spring/Fall	1_	188	-		197	+	181	707	+	2	_1_	+	661		
	Malus 'Royal Raindrops'	Spring/Fall	L.,	188			107	+	100	2 5	+	1		1	199	- 1	
	Malus 'Profusion'	Spring/Fall	_1_	100	1	ㅗ	127	+	101	à	+	130	_1	+	199		
	Malus 'Showtime'	Spring/Fall	4	80		7,17	7 5	+		207	+	130		1	199		
	Malus 'Firebird'	Cardoc/Eall		+	1		12/	1	2	) 20	-	150	218		139	9 228	
		Spring/real		+	+	172	197	4	181	207	-	190	218		199	9 228	
Dawn Redwood	Metasequoia glyptostroboides	Spring	212	236 2	273	223	248	287	234	364	Ę	1		1	-		
						丄		<u> </u>	5	707	TOC	740	7/4		258	287	332
American Hophornbeam	Ostrya virginiana	Spring	222	248 2	286	233	260 3	300	245	273	315	757	287	331	270	301	74
Ruby Vase Parrotia	Parrotia persica 'Ruby Vaca'	Continue		-			+	4			H			Н			
																	Ī

# Spring Grove Nursery Prices for Suburban Tree Consortium - Fall 2017-Spring 2022

Printic Thermiologies   Spring   Spri	exclamation London Planetree	Platanus x aceritolia 'Morton Circle'	Spring	212	236	273	7	223 24	248 287	7	234	261	301	77	246 27	274 316	-	258 3	207 2	223
Principal Control (New York)   Spring Season   21, 255 179   219   251	Quaking Aspen	Power fire transmission					П	_1		Ц										+
Protect between 'Classified' Rediction' Classified' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Rediction' Classified' Classified' Rediction' Classified' Rediction' Classified' Classified' Classified' Rediction' Classified' Clas			Spring	212		273	7			7	234		301	77						32
Private literian Windocorest   Spring	Canada Red Chokecherry	Prunus virginiana 'Canada Red'	Spring/Fall	164			-		12	1	181			1						+
Private elleryman 'Michaelman' Michaelman' Spering   1597   1221   2409   2007   233   546.   2417   245   2429   2512   2513   2511   2519   2709   2313     Private elleryman 'Interfirence   Spering   1597   1222   2409   2007   233   546.   2417   245   2429   2512   2513   2513   2519   2519   2519     Private elleryman 'Interfirence   Spering   1597   1222   2409   2007   233   546.   2417   245   2429   2512   2519   2519   2519   2519   2519     Private elleryman 'Interfirence   Spering   1598   1222   2409   2007   233   546.   2417   245   2429   2519   2519   2519   2519     Private elleryman 'Interfirence   Spering   1598   1209   1209   1209   1209   1209   1209   1209   1209   1209   1209     Private elleryman 'Interfirence   Spering   1598   1209	Little Twist Cherry	Prunus incisa 'Little Twist'	Spring/Fall				2	$\perp$	ορ	П	234			72		33.00			2 2	+
Print callety-on University States   Spring   157   128   286   267   213   246   217   246   217   246   217   246   217   246   217   246   218   217   346   217   346   217   346   217   346   218   218   217   346   218	Omamental Pear	Pyrus calleryana 'Aristocras'	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		-											Н				+
Physic callegram 'Irtin'ly   Spring   17-11		Pyrus calleryana 'Cleveland Select'	Spring	197	122	249	7			٠,	217		274	77						1
September   Print Collection		Pyrus calleryana 'Trinity'	Chring	404	777	2 0	7 (	1		1	217		274	77						17
Scheritti Name		Pyrus calleryana 'Jaczam'	Springs	) a	777	243	7 6				217		274	72	_1					17
Schediffe Name  Schooling Rame			0			1	7				217		274	7						11
Cuercus sholor   Cuercus   Cuercus sholor   Cuercus sholor   Cuercus   C								H	4				+	+	+	-		+	+	+
Semintific Name    Semintific Name   Spring Season   Fill 2007/Spring 2015   P. 12.9   Spring 2015   P. 12.9   Spring 2015   P. 12.9   Spring 2015   P. 12.9   Spring 2015   P. 12.9   Spring 2015   P. 12.9   Spring 2015   P. 12.9   Spring 2015   P. 12.9   Spring 2015							╌┥				li,				-			1	1	-
Chector alba   Chector alba   Spring   Sample   Spring   Sample   Spring   Sample   Spring   Sample   Spring   Sample   Spring   Sample   Spring   Sample	ошшор Name	Crientifir Name		Ē,	2017/5	Suing 2	-	all 2018	/Sprin	g 2019	Fall	2019/5	pring 20	_	1 2020	/Spring	-	all 202	/Spri	202
Quercus inclored brooker   Spring   224   243   205   269   247   301	Vhite Oak	Outside Alba	Planting Season	Т		0.0	~	~			2"	2.5"	3.0"		2.5	3.0	12	2.5	9	
Quercus improvemental	wamp White Oak	Ouerrus Manie	Spring	224	273			- 1	_		247			26	31			l m	22	+
Quercus mexicones   Fig. 24   273   226   226   227   236   237   236   331   260   336   237   332   232	merican Dream Oak	Onarcis bloolor (IEC Mans)	Spring	210	-1	586			_	_ [		1	315	24				1	1.	-
Quercus macrocaps   Fi-KW14/l         Spring         224         236         287         247         301         260         316         273         315         269         316         273         315         269         316         273         315         269         316         273         315         269         316         273         315         269         316         317         315         326         317         315         326         317         315         326         318         327         315         326         317         315         326         318         327         315         326         317         315         326         318         327         315         326         317         315         326         318         318         318         315         325         301           Quercus robur x, Q, alba Cimachmid**         Spring         226         226         286         287         30         30         30         31         327         31         328         31         323         324         328         326         326         30         30         30         30         30         30         30         30         30         3	hingle Oak	Ouerrie imbrinaria	Spring	224			2		2		247			26		9		£	1	-
Quercus macrocarpa ijs-KMy14         Spring         224         229         280         340         341         281         381         281         381         281         381         281         381         281         381         281         381         381         281         381	ur Oak	Ouercis marrocarna	Spring	224	273		7				- 1			26		9			22	$\vdash$
Quercus muchienhorgii         Spring         2.24         2.13         2.87         2.87         3.01         5.60         316         2.73         3.24         3.24         3.24         3.24         2.85         2.24         2.73         3.25         2.87         3.24         3.24         3.24         3.24         2.85         2.24         2.73         3.24         2.87         3.24         2.87         3.24         2.87         3.24         2.87         3.24         2.87         3.24         2.87         3.24         2.87         3.24         2.87         3.24         3.2	obblestone Oak	Quercus macrocarpa 'IFS-KW14'	Spring	210	248	987	7	_1		- 1			315	24	_				-00	1/4
Quercus robur x Q, alba 'Crimschmidt'   Spring   2.10 2.48   286   286   287   301   301   315	ninkapin Oak	Quercus muehlenbergii	Spring	377	273	Ţ	7		-	1	247		1	26		9			32	3
Quercus robur x Q, alba VFS-KW1QXY         Spring         2.24         2.29         2.60         3.00         340         341         373         315         243         373         331         255         301           Ouercus robur x Q, blacilor 'Long'         Spring         2.24         2.73         2.60         300         340         231         773         315         260         316         273         373         315         260         316         273         321         273         317         313         256         316         317         314         315         273         315         315         316         327         314         313         314         315         316         316         316         316         320         326         327         321         324         317         313         <	imson Spire Oak	Quercus robur x Q. alba 'Crimschmidt'	Spring	240	_	300	710	- 1				<u>8</u>	+	28					32	
Quercus robur x Q. bicolor 'Long' Spring   224   273   286   236   236   231   234   313   231   247   315   247   247   315   247	reetspire Oak	Quercus robur x Q. alba 'JFS-KW1QX'	Suring	224	. 1	8	1 6	- 1			-1	5/3	315	7	_1					47
Quercus robur x Q, bicolor "Nadler"         Spring         2.24         2.73         2.86         2.61         3.01         3.04         3.15         3.15         3.24         3.27         3.15	gal Prince Oak	Quercus robur x Q. bicolor 'Long'	Spring	210	2 2	100	1 6					Ş I	-	78	_1	_1			22	
Quercus x macdanielii Viemons!         Spring         224         275         250         260         316         263         315         323         332           t         Quercus x macdanielii Viemons!         Spring         224         275         266         300         340         231         273         315         323         374         323           t         Robinia pseudoacacia *Purple Robe*         Spring         176         20         236         185         210         248         273         23         23         274         23         274         23         273         32         32         30         30         30         23         273         23         30         30         30         23         274         23         274         23         23         30	ndred Spirit Oak	Quercus robur x Q. bicolor 'Nadler'	Spring	224	Ę		1 6	-		_1_		6/3	315	24				- {		1.1
quercus rubra         Spring         2.57         2.73         2.84         3.64         3.01         2.66         3.10         2.47         3.01         2.87         3.31         2.73         3.32           t         Robinia pseudoacada 'Purple Robe'         Spring/Fall         1.76         2.00         2.36         1.85         2.10         2.48         3.61         2.22         2.21         2.21         2.22         2.21         2.21         2.22         2.21         2.21         2.21         2.21         2.22         2.22         2.22         2.22         2.22         2.23         2.23         2.23         2.23         2.23         2.23         2.23         2.23         2.23         2.23         2.23         2.23         2.23         2.23         2.	eritage Oak	Quercus x macdanielii 'Clemons'	Suring	224	2 5	T	7		- 1	1	747	201	1	56		9.	. `	- 1	22	
t Robinia pseudoacacla Purple Robe' Springt III Solidarette' Springt III Springt III Springt III Springt III Springt III Springt III III III III III III III III III I	ed Oak	Quercus rubra	Corring	240	2 2	è	7	- 1				301	1	56		_1			32	
t Robhila pseudoacacia 'Purple Robe' Springe 176 200 236 185 210 248 194 221 261 262 274 218 243 248			100	7.TO	3	8	7					273	315	22					ш	12
ress Taxodium distirchum distirchum distirchum distirchum Mickelson' Spring/Fall 176 200 236 187 223 260 207 234 273 218 246 287 228 288  Fen Tilia americana 'Redmond' Spring/Fall 176 200 236 185 210 248 194 221 261 204 232 274 243 248 248 248 248 248 248 248 248 248 248	rrple Robe Black Locust	Robinia pseudoacacla 'Purple Robe'	Spring	176	200	236	F				194	221	261	20		ш.				1
Taxodium distichum distichum distichum distichum distichum distichum distichum distichum distichum distichum distichum distichum distichum distichum distichum distichum distichum Mickelson   Spring	ory Pillar Japanese Tree Lilac	Curings red or jets (Mills)	1					ш	Ц	Ц									-	+
rress Taxodium distichum motistichum distichum distichum distichum distichum distichum distichum distichum distichum distichum blickeison' Spring, 138 212 248 197 223 260 207 244 273 218 246 287 228 258 len Tilia americana 'Redmond' Spring, Fall 176 200 236 185 210 248 194 221 261 204 232 274 224 243 linden Tilia tomentosa 'Green Mountain' Spring, Fall 186 212 249 197 223 261 248 194 221 261 204 232 274 224 243 linden Ulmus japonica x wilsoniana 'Morton Spring, Fall 188 212 249 197 223 261 207 234 274 218 246 288 228 258 Ulmus 'Morton Glossy' Spring, Fall 188 212 249 197 223 261 207 234 274 218 246 288 228 258 Ulmus 'Morton Glossy' Spring, Fall 188 212 249 197 223 261 207 234 274 218 246 288 228 258 Ulmus 'Morton Glossy' Spring, Fall 188 212 249 197 223 261 207 234 274 218 246 288 228 258 Ulmus 'Morton Glossy' Spring, Fall 188 212 249 197 223 261 207 234 274 218 246 288 228 258 258 Ulmus 'Morton Glossy' Spring, Fall 188 212 249 197 223 261 207 234 274 218 246 288 228 258 258 258 258 258 258 258 258		בוניתומים איוופווים בוניתומים איוופווים	Spring/Fall	212	736	1	7	_L	80		234	261		24		4			80	H
Face of the problem	ld Cypress	Taxodium distichum	Spring	188	212	3/18	=				100	1	į	+	_ 1	- 1				
len         Tilia americana Redmond*         Spring/Fall         176         200         236         185         210         248         273         218         218         218         218         210         248         194         221         261         204         232         274         214         243         243         243         243         243         244         243         244 <th< td=""><td>lawnee Brave Bald Cypress</td><td>Taxodium distichum 'Mickelson'</td><td>Spring</td><td>100</td><td>200</td><td>2 2</td><td>4 4</td><td></td><td></td><td></td><td>/07</td><td>734</td><td>273</td><td>21</td><td>_  </td><td></td><td>.`</td><td></td><td></td><td>ਜ਼</td></th<>	lawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Spring	100	200	2 2	4 4				/07	734	273	21	_		.`			ਜ਼
Fig. 11   Fig. 200   Control of the cordata 'Greenspire'   Spring/Fall   176   200   236   185   210   248   194   221   261   204   232   274   243			G. C.	700	77.7	047	-				207	734	273	77						딝
Figure   Tilla cordata 'Greenspire'   Spring/Fall   176 200   236   185 210   248   194   221   261   204   232   274   243	edmond American Linden	Tilia americana 'Redmond'	Spring/Fall	176	200	236	-				404	2.00	100	1	- 1		1			4
inden         Tilia tomentosa 'Green Mountain'         Spring/Fail         176         200         236         185         210         248         194         221         261         204         23         274         214         243           Ulmus japonica x wilsonlana 'Morton         Spring/Fail         188         212         49         197         223         207         234         274         214         243           Ulmus japonica x wilsonlana 'Morton         Spring/Fail         188         212         249         197         223         261         207         234         274         218         228         258           Ulmus propinqua 'IF-Seleberich'         Spring/Fail         188         212         249         197         223         261         207         234         274         218         246         288         228         258 <td>eenspire Littleleaf Linden</td> <td>Tilia cordata 'Greenspire'</td> <td>Spring/Fall</td> <td>176</td> <td>200</td> <td>236</td> <td>1</td> <td></td> <td>٦</td> <td></td> <td>1 2</td> <td>332</td> <td>107</td> <td>9 8</td> <td>_ I</td> <td></td> <td></td> <td></td> <td></td> <td>2</td>	eenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring/Fall	176	200	236	1		٦		1 2	332	107	9 8	_ I					2
Ulmus japonica x wisoniana 'Morton         Spring/Fall         188         212         249         197         223         261         207         234         274         218         228         228           Ulmus japonica x wisoniana 'Morton         Spring/Fall         188         212         249         197         223         261         207         234         274         218         246         288         228         258           Ulmus propinqua 'If-Seleberich'         Spring/Fall         188         212         249         197         223         261         207         234         274         218         246         288         228         258           Ulmus 'Morton Glossy'         Spring/Fall         188         212         249         197         223         261         207         234         274         218         246         288         228         258 <td< td=""><td>reen Mountain Silver Linden</td><td>Tilia tomentosa 'Green Mountain'</td><td>Spring/Fall</td><td>176</td><td>200</td><td>236</td><td>=</td><td></td><td>1</td><td>100</td><td>1</td><td>1 2</td><td>707</td><td><b>3 </b>8</td><td></td><td>_</td><td></td><td>-4</td><td></td><td>2</td></td<>	reen Mountain Silver Linden	Tilia tomentosa 'Green Mountain'	Spring/Fall	176	200	236	=		1	100	1	1 2	707	<b>3 </b> 8		_		-4		2
Ulmus japonica x wilsonlana 'Morton         Spring/Fall         188         212         49         197         223         261         207         234         274         218         228         228         258           Ulmus propinqua 'IF-Bieberich'         Spring/Fall         188         212         249         197         223         261         207         234         274         218         246         288         228         258 <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td><td>7</td><td>70</td><td> }</td><td></td><td></td><td></td><td>_1</td><td>- 1</td><td>2</td></t<>											1	7	70	}				_1	- 1	2
Ulmus japonica x pumila 'New Horizon'         Spring/Fall         188         212         249         197         223         261         207         234         274         218         228         228           Ulmus propinqua 'IFS-Bleberich'         Spring/Fall         188         212         249         197         223         261         207         234         274         218         246         288         228         258           Ulmus 'Morton Glossy'         Spring/Fall         188         212         249         197         223         261         207         234         274         246         288         228         258           Ulmus 'Morton Glossy'         Spring/Fall         188         212         249         197         223         261         207         234         274         246         288         228         258           Ulmus americana 'Princeton'         Spring/Fall         188         212         249         197         233         274         218         246         288         228         258         258         258         258         258         258         258         258         258         258         258         258         258	colade Elm	Ulmus Japonica x wilsonlana 'Morton	Spring/Fall	188	212		10		m		2017	234	27.0	5			T	. J.		+
Ulmus propinqua 'JrS-Bleberich' Spring/Fall 188 212 249 197 223 261 207 234 274 218 246 288 228 258 Ulmus 'Morton Glossy' Spring/Fall 188 212 249 197 223 261 207 234 274 218 246 288 228 258 Ulmus 'morton Glossy' Spring/Fall 188 212 249 197 223 261 207 234 274 218 246 288 228 258 258 258 258 258 258 258 258	ew Horizon Elm	Ulmus japonica x pumila 'New Horizon'	Spring/Fall	188	212	249	11				70,	73.4	27.4	7 7			+			2
Ulmus 'Morton Glossy' Spring/Fall 188 212 249 197 223 261 207 234 274 218 246 288 228 258 Ulmus americana 'Princeton' Spring/Fall 188 212 249 197 233 261 207 234 274 218 246 288 228 258	merald Sunshine Elm	Ulmus propinqua 'JFS-Bieberich'	Spring/Fall	188	212	249	11				202	1 25	37.4	7 5	_L					2
Ulmus americana 'Princeton' Spring/Fall 188 212 249 197 232 261 202 202 202 208 228 258	iumph Elm	Ulmus 'Morton Glossy'	Spring/Fall	188	212	249	10				20,7	Ž	27.4	77	F			_ E		
	inceton American Elm	Ulmus americana 'Princeton'	Spring/Fall	188	212	249	1 2		_		3 6	i i	#/5	7				- 1	. 1	2

### WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM



dependable supplier of high quality trees for the STC, we also continue to change our product mix to provide a good variety of cultivars that are hardy in our Wilson Nurseries, Inc. thanks the West Central Municipal Conference Suburban Tree Consortium for over 30 years of partnership. As we continue to be a zone. If you don't see something that you would like us to grow please send us a request for the variety, size and year wanted.

			Eall 2017			Call 2040	Ë		ŀ					
			Spring 2018	018	Series	Spring 2019	- 5	Spring 2020		Fall 2020 Coding 2021	2 2		Fall 2021	
COMMON NAME	CULTIVARS	PLANTING SEASON	2.0" 2.5"	3.0"	2.0"	2.5"   3.0"	15	2 5"   2 0"	15	9 2	2 0.1	7 7	207	Ţ
Jade Patina''' Hedge Maple	Acer campestre 'Ballee'	Spring & Fall		-		_	+-	275	+	_	4	+	3	3.0
	Acer campestre	Spring & Fall			200	225	500	225	200	₩		†	Ť	Τ
Autumn Blaze® Freemanii Manla	Ace of franchist Infference I'm		↦	Н	Н		Ц			╌		$\dagger$	t	Τ
Celebration® Maple		Spring & Fall	175 185	195	175	185 195	185	195 205	5 185	195	205	175	185	195
Cionna Glone Froomanii Manla	Acer A reemail Ceizam	Spring & Fall	_			L	175	185	175	⊢		₩	₽	195
Matador Francis Maria	Acer A meemanii Sienna	Spring & Fall			175	185	185	195	185	⊢		₩	╇	191
	Acer x meemanii baliston	Spring & Fall	175 185		175	185	185	195	185	⊢		+	-	195
Crimson King Norway Manie	Acer platemental Cincol Cincol		-		-	_						-	₽	
	Acci piatamones Chimson King	Spring & Fall	175 185		175	185	200	220	8	220		П	Н	Γ
Redpointe® Maple	Acer rubrum 'Frank Jr' PP16769	Spring & Fall	180 190		180	190	Ş	200	15	Ş		$\vdash$		П
			$\vdash$		-	+-4	+	3	1	+		3	1	T
Last Military Transaction Barrella					H	  -	L		ļ	L		t	t	T
	Acer tataricum GarAnn' PP15023	Spring & Fall			Н		215	225	215	225		185	205	Т
Baumann Double Horsechestnut	Ascrilit hippocaetamim Barrandii	1	+		1	+						H	H	Γ
Briottii Red Horsechestnut	According to common 'Delication'	Spring only			ᅱ		245	255	245	255		235	245	
	Academia A calmed brottle	Spring only			235	245	245	255	245	-		-	245	Τ
Blue Beach	Camalana		-						L	L		╌	$\dagger$	Γ
Peramidal European Hornboam	Carpinus Caronnana	April-May only	-		220	230	230	240	230	240		195	ž	Τ
Emerald Assessed Bost Land	Carpinus petulus fastigiata	April-May only	220 230		185	195 205	μ.	195	180	┿	İ	+		Τ
Cilicialy Avenue normoean	Carpinus betulus JFS-KW1CB'	April-May only	220 230		⊬	╌	₩.		1	╇		4-	+	T
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1									ļ		İ	†	†	T
Catalpa	Catalpa speciosa	Spring only			165	175	175	185	175	185		180	190	Τ
Eastern Redbud			-				L		L	₩		4-	+	T
	cercia canadensis	Spring & Fall	+		165	175	175	185	175	185		180	190	Τ
Common Hackberry	Coltic occidentalia		-		-	-				L		H	t	Γ
		Spring & Fall	175 185		175	185 195	185	195	185	195		185	195	Τ
Katsura	Cercidiphyllum japonkum	Spring only	200 210		$\dagger$	+	1	$\frac{1}{1}$	4	1		H	H	П
			⊢		-	+			-	1	İ	†	†	T
Cockspur nawmorn	Crataegus crusgalli var. inermis	Spring & Fall	175 195		185	205	195	215	195	215		185	205	T
Cornellan Cherry Dogwood	Comise was 'Coldon Clon.'		-		ш					-		+	+	Τ
	Course mas concell diory	Spring & Fall	180		180	190	190	200	190	200		195	205	Т
Rivers Purple Beech	Fagus sylvatica 'Riversii'	Total Carling America	-		-	-	1							Γ
Tricolor European Beech	Fagus sylvatica 'Roccomarminate'	Late Spring only	760 280		-	230 230	<b>582</b>	295	289	295		275	230	
		Late Spring only	+		275	230	285	295	285	295		⊢	290	Γ
Autumn Gold Ginkgo	Ginkeo biloba 'Autuma Gold'	0	-		-	-	_			Н			H	Γ
Magyar Ginkgo	Ginkeo biloha 'Maevar'	Spring or rail	-		-	325	325	335	325	335		H	H	
Princeton Sentry Ginkgo	Ginkeo biloha 'Princaton Centry'	Spring & Fall	-		-	325	325	335	325	335		H	H	
Shangri-La Ginkgo		Spring & rall	315 325		315	325	325	335	325	335		315	325	
	WEAR	Spring & Fall	$\frac{1}{2}$			_	315	325	315	_			325	Γ

			Fall	Fall 2017		Fall 2018	-	Fall 2019	L	Fall 2020	-	Fall 2021	1021	Г
			Sprin	Spring 2018	S	Spring 2019	Sp	Spring 2020		Spring 2021	-	Spring 2022	2002	_
COMMON NAME	CULTIVARS	PLANTING SEASON	2.0" 2.	2.5" 3.0"	2,0"	2.5" 3.0"	2.0"	2.5" 3.0"	2	2.5"	ē	30" 35"	2 04	Īξ
Skynne noneylocust		Spring & Fall	185 1	195 210	-	200	-	_	-	210	+	-	_	Т
Snademaster Honeylocust Kenturky Coffeetree	Gleditsia triacanthos 'Shademaster' NEW	Spring & Fall	┿	⊢	-				1	-	+	132	_	7
Decata Kentucky Coffeetree	Cymanodiadus diolous	Spring & Fall	185	195 210	190	202	200	215	200	215	+	190 205	15	_
Fenraccom Kantiirky Coffeetras		Spring & Fall	-	-		_			200	215	-	H	-	Г
	OFITHIOCIAGUS GIOLCUS ESPIRESSO-JPS	Spring & Fall	185	195 210				-			1	190 202	5	Т
Camelot® Crabapole (pink flower)	Malie Camzam'	- 0 - 1 - 0 - 1 - 0 - 0 - 0 - 0 - 0 - 0	$\rightarrow$	-								H	-	Т
	Designed @	Spring & Fall	-	158	135	165	135	165	140	175	1	155 165	r5	Г
	Mains Coralcole	Spring & Fall	131	158	135	165	135	165	140	⊢	1	-	15	Т
2	Mania Jawan Cole	Spring & Fall	-	_			190	200	190	200	1	₽	140	Т
Office Cohemie (white Const.)	PP14375	Spring & Fall	-	185	180	190	190	200	8	╌		+	L L	Т
	- 1	Spring & Fall	Н	158	135	165	135	165	140	4-	-	+	1 14	T
	ect A' PP12621	Spring & Fall	131 1	158	138	165	190	200	9	-	1 *	+-	2 4	T
Salgent ind Crapappe (write nower)	na Branched	Spring & Fall	131		145	155	190	200	5	+-	1 -	4-	2 14	T
_ [ ]	Malus Shottzam	Spring & Fall			135	165		+	-	┺	1	+	,	T
<u></u>	Malus x adstringens 'Durleo' PP20,167	Spring & Fall	131 158	90	165		190	200	19	200	1	455	1	_
	Malus x 'Jeffite'	Spring & Fall	⊢	ļ	165	175	19	202	1 5	+	+	+	2 -	T
Spring Snow Crabappie (white flower)	Malus x 'Spring Snow'	Spring & Fall		L	165	175	190	2 2	100	+	1	+	0 1	Т
			$\vdash$	-						+	1	155 165	5	Т
Black Tupelo	Nyssa sylvatica	Late spring only	220 2	230 240	220	240	370	25	;  -	+	ť	-	+	7
Majestic Black Tupelo	Nyssa sylvatica 'Majestic' NEW	ate spring only	┿	+-	+	2 000	3		₹	-	7	-	2	7
		0	t	-	777	777	770	   	125	522	7	215 225	10	_
Exclamationi** London Planetree	Platanus x acerifolia 'Morton Circle'	Spring only	155 17	170 180	180	190	185	195	187	195	1	170	- -	Т
			L	L	-			+	<u>}</u> 	+-	1	-	,	7
Ironwood/American Hophornbeam	Ostrya virginiana	Spring only	220 23	230 240	200	215	200	215	210	225	7	210 225	140	$\overline{}$
Quaking Aspen	Dominist transition		+	4								-	-	Ţ
	ACA.	Spring only	+	+	165	175	175	185	175	185	1	180 190		Т
Autumn Blaze Pear	Puris rallemens 'Suturn Blaza'		-	-								-	L	Т
Chanticleer® Pear	Puris callenges a Clear's Earns'	rate spring only	-	-	-4		195	202	195	205	H	L	L	Т
Jack <sup>®</sup> Pear		Late spring only	155 170	0 210	190	200	195	205	195	⊢	-	195 205	140	Г
	Lytus talleryana Jaczam	Late spring only	+	$\dashv$			195	205	195	⊢	-	╄	140	Т
Swamp white oak	Onercite blooker Conservation 18th to-		-	-					_		-	⊢	-	7
Scarlet oak	Oughting Street Condition	Late spring only	-	$\dashv$	-	240	235	245	235	245	1	190 235	15	Т
Buroak	One man and a state of the stat	Late spring only	-	$\dashv$	-	240	235	245	235	245	1	₽	100	Т
Chinkapin Oak	Quertus mischartem:	Late spring only	190 240	0 245	230	240	235	245	235	⊢	1	┿	14	Т
Regal Prince® Cak	O'come a line in the line is a line in the line is a line in the line is the line is the line is a line in the line is a line in the line is a line in the line is a line in the line is a line in the line is a line in the line in the line is a line in the line in the line is a line in the line in the line is a line in the line in	Late spring only	-	_			185	230	185	230	-	₩	100	Т
Schumard Oak	Chertas robur a proper Long PP126/3	Late spring only	-		180	225	185	230	185	⊢	1	┿	1 10	Т
Redoak	Quercus shamardii	Late spring only	190 240	0	230	230	235	245	235	₩	Ť	+	, 5	Т
Scarlet Latter™ English Oak	Quercus rubra - Reo	Late spring only	-1	0	190	225	235	245	235	₽	ì	+	עוו	Т
STATISTICS ELIBRISH CAN	Quercus x scariet Letter	Late spring only	190 22	5	190	225	235	245	235	-	1 =	+	, 4	Т
June Cill Januaras traca Illac	1 2 2			L	L				ì	+-		+	n	_
County July July Judge Con High	Syringa reticulata Ivory Silk	Spring & Fall	225 235	15	230	240	235	245	23.5	245	ľ	22E 22E		Т
מוביר ביינים לפיינים וופיינים	Synnga reticulata 'Ballnee'	Spring & Fall	225 235	5	230	240	235	245	235	+-	1	+	, ,	Т
Common Baldrumann	2		_					-		+-	1	4-	1	T
Shawnee Brave Raid Currece	Taxadium disticum	Late spring only	_	2	205	215	210	220	210		1		<u></u>	Т
	I GAOGIUM GISCLUM IMICKEISON	Late spring only	195 215	2	202	215	210	220	017	220	1	205 219	10	Т
							I		-				-	7

## WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM

				Fall 2017 Spring 2018	ш. д	Fall 2018		Fall 2019	61	E ,	Fall 2020	L	Fall 2021	21
COMPANY MARAE			<b>*</b>	07.07 S	7	Ing 2019	1	Spring 2020	220	Sprin	<b>Spring 2021</b>	S	Spring 2022	1022
Bodmond American Index	CULTIVARS	PLANTING SEASON   2.0"   2.5"   3.0"   2.5"   3.0"	2.0.	.5" 3.0	2.0"	2.5" 3.	0" 2.0	2.0" 2.5" 3.0" 2.0"	3.0"	2.0" 2	2.5" 3.0"	2.0"	3 5.	2.0" 25" 20"
	Tilia americana 'Redmond'	Spring & Fall	200	210	175	185	210	220		240 2	000		210	3
Greenspare LittleRear Haden	Tilia cordata 'Greenspire'	Suring & Eall	₽	910	į	+	÷	_	1	4	3	770	77	_
Sterling Sliver Linden	Tillis tomontoes 'Charling'	- Carroll 6 Carroll	4		Ş	165	195 210	7 220		210   2	220	210	220	_
	Time collications of the link	Spring & Fall	200	210		_	210	1 220		210 2	220	712	330	ļ
				L			-	-	İ	+			4.	1
Princeton Elm	Illmine americans 'Dulmoston'							-		_	_		_	
Ct. Controll & consultant Class	1	Spring & Fall	190	200	180	190 2	200 185	195	210	185 1	105	105	100	L
St. Croix American Eim	Ulmus americana 'St Croix' PP20,097	WEW Spring & Fall		L		-	٠	+		+	1		4	
Frontier Elm	( Ilmus Evantias'	I	4				192	135		_		_		
Acceledant Sim		Spring & Fall	61 861	200	180	190 20	200 185	195	210	185 1	195	184	191	
	OIMUS MORTON	Spring & Fall	861	200	180	190 26	200 1RE	191	210	100	١		4	1
Trlumph" Elm	Ulmus 'Morton Glossy'	Charles D. Cadi	+	0		+	+	÷	3	4	chi	2	S	_
Drognactor Elm		7	130	200	180	190 20	200   185	195		185 1	195	185	195	L
The second secon	Omnus Wilsoniana Prospector	NEW Spring & Fall				L	-	L		╄	100	į	+	1
										-	7	0	2	

Revised 8/15/2017         5' or         6' or         7' or         8' or         9' or         10' or           1.5"         2"         2.5"         3"         4"           Ball Size Bid On Tree Installation         20 - 23.5"         24-27.5"         28-31.5"         32-37.5"         38-41.5"         42-47.5"           2017         64.00         82.00         87.00         114.00         141.00         163.00	ا اه		-0.1	•	i		
Size Bid On Installation	1	ם ס	5	୍ଦ୍ର	9,01	10, or	12' or
linstallation	ر. تي:	2"	2.5"		3.5	4	A 5"
	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"	42-47.5"	48-53.5"
	64.00	82 00	87.00	00 71	4	000	9
	88.00	0000	5 6	00.4	00.14	103.00	197.00
	00.0	00.00	91.00	119.00	145.00	167.00	201.00
	68.00	88.00	93.00	121.00	147.00	169.00	203.00
	00.69	89.00	94.00	122.00	148.00	170.00	204 00
7	0.	91.00	96.00	124.00	150.00	172.00	208.00
2022 74	.50	95.50	100.75	130.25	157.50	180.50	216.25
Delivery for Fall 2016 thru Spring 2017 from Wilson, Klehm & Fiore Nurseries:	oring 201	17 from Wilson	on, Klehm & F	iore Nurseries:			
74	14.00	16.00	19.00	25.00	30.00	42 00	51 00
Delivery for Fall 2016 thru Spring 2017 from Hinsdale, Beaver Creek, Doty. Goodmark & McHenry County Nursaries	oring 201	17 from Hins	dale, Beaver C	reek, Doty, Go	odmark & McHe	nry County N	IIreariae.
26	17.00	19.00	22.00	30.00	32.00	48.00	57.00
Delivery for Fall 2016 thru Spring 2017 from Possibility Place Nursery & Spring Grove Nursery	oring 201	17 from Poss	ibility Place No	ursery & Spring	Grove Nursery:		
25	25.00	28.00	31.00	36.00	41.00	53.00	65.00
Delivery from Fall 2017 thru	Fall 2018	8 from Wilso	Fall 2018 from Wilson, Klehm & Fiore Nurseries:	ore Nurseries:			
	13.00	17.00	20.00	27.00	32.00	44.00	53.00
Delivery for Fall 2017 thru Fall 2018 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries: 18.00 21.00 בא 32.00 34.00 בא	all 2018 f 3.00	from Hinsdal 21.00	e, Beaver Cree 24.00	ek, Doty, Goodi 32.00	mark & McHenry 34.00	County Nurs	eries:
Delivery for Fall 2017 thru Fall 2018 from Possibility Place Nursery & Spring Grove Nursery:	all 2018 f	from Possibil	ity Place Nurs	ery & Spring Gr	ove Nursery:		8000
26	26.00	30.00	33.00	38.00	43.00	55.00	68.00
Delivery from Spring 2019 thru Fall 2019 from Wilson, Klehm & Fiore Nurseries.	ru Fall 2	019 from Wi	son, Klehm &	Fiore Nurseries	6		
16	16.00	18.00	21.00	28.00	33.00	45.00	54.00
Delivery for Spring 2019 thru	Fall 201	19 from Hinson	dale, Beaver C	reek, Doty, Go	Fall 2019 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:	nry County N	urseries.
of the Oton Carina Supering the state of the State of the		25.00	20.00	23.00	35.00	51.00	61.00
Delivery for Spring 2019 thru	Fall 201 .00	19 from Poss 31.00	ibility Place Nu 34.00	ursery & Spring 39.00	Fall 2019 from Possibility Place Nursery & Spring Grove Nursery:  00 31.00 34.00 39.00 44.00	54.00	69.00
Delivery from Spring 2020 thru Fall 2020 from Wilson, Klehm & Fiore Nurseries:	ru Fall 2	020 from Wil	son, Klehm &	Fiore Nurseries	l		
16	16.00	18.00	21.00	28.00	33.00	45.00	54.00
Delivery for Spring 2020 thru	Fall 202 .00	20 from Hinso 22.00	dale, Beaver C 25.00	reek, Doty, Go 33.00	Fall 2020 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries: .00 22.00 25.00 33.00 35.00	nry County Ni	urseries:
Delivery for Spring 2020 thru	Fall 202	20 from Poss	ibility Place Nu	ursery & Spring	Fall 2020 from Possibility Place Nursery & Spring Grove Nursery:		200
27	8	31.00	34.00	39.00	44.00	54.00	69.00
Delivery from Spring 2021 thru Fall 2021 from Wilson, Klehm & Fiore Nurseries.	ru Fall 2	021 from Wil	son, Klehm &	Fiore Nurseries			
17	00.	19.00	22.00	29.00	34.00	46.00	55.00

Delivery for Spring 2021 thru Fall 2	2021 from Hin	sdale, Beaver (	Creek. Doty. G	oodmark & McH	thru Fall 2021 from Hinsdale, Beaver Creek. Doty. Goodmark & McHenry County Nurseries:	orioc.
20.00	23.00	26.00	34.00	36.00	52.00	62.00
Delivery for Spring 2021 thru Fall 2	2021 from Pos	ssibility Place N	lursery & Sprin	thru Fall 2021 from Possibility Place Nursery & Spring Grove Nursery:		) 
28.00	32.00	35.00	40.00	45.00	55.00	70.00
Delivery from Spring 2022 thru Fall 2022 from Wilson, Klehm & Fiore Nurseries:	all 2022 from	เ Wilson, Klehr	n & Fiore Nu	series:		2000
18.00	20.00	23.00	30.00	35.00	47.00	56.00
Delivery for Spring 2022 thru Fall 2022 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries	2022 from F	linsdale, Beav	er Creek, Dot	V. Goodmark &	McHenry Count	Nurseries.
21.00	24.00	27.00	35.00	37.00	53.00	63.00
Delivery for Spring 2022 thru Fall	2022 from F	ossibility Plac	e Nursery & (	2 thru Fall 2022 from Possibility Place Nursery & Spring Grove Nursery:	Jrsery:	
29.00	33.00	36.00	41.00	46.00	26.00	71.00
Mulch Fall 2016 thru Fall 2018						
8.00	9.00	10.00	11.00	12.00	12 KN	12 50
Mulch Spring 2019 thru Fall 2019				2	20.7	00.00
00.6	10.00	11 00	12 00	13.00	10 EO	7
Mulch Spring 2020 thru Fall 2020				200	00:01	14.50
10.00	11.00	12.00	13.00	14.00	14 50	7 C
Mulch Spring 2021			2	2	14:00	00.61
11.00	12.00	13.00	14.00	15.00	15.50	40 110
Mulch Spring 2022			)		99.	06.90
12.00	13.00	14.00	15.00	16.00	16.50	17 50
2018 Season						3

	Per Gallon \$6.01+ 4.00
	Per Gallon \$5.01-\$6.00 3.00
19.17 12.00	e allon \$3.00-\$4.00 Per Gallon \$4.01-\$5.00 1.00 2.00
Gator Bag Brand Water Bags Generic Water Bags	Delivery Fuel Surcharge Per Gallon \$3.00-\$4.00 Per Tree Cost

Pugsley & LaHaie, Ltd. Prevailing Wage Prices for the Suburban Tree Consortium Revised 8/15/2017

	9,01	, n	38-41.5"		284 00	287.00	289.00	291.00	293.00			35.00	Delivery from Fall 2016 thru Spring 2017 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:	42.00	ing Grove Nursery:	46.00		37.00	Delivery from Fall 2017 thru Fall 2018 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries	43.00	117 thru Fall 2018 from Possibility Place Nursery & Spring Grove Nursery:	47.00	[	38.00	2019 thru Fall 2019 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:	44.00	2019 thru Fall 2019 from Possibility Place Nursery & Spring Grove Nursery:	48.00	:SS:	2020 thru Fall 2020 from Hinsdale. Beaver Creek, Doty, Goodmark & McHenry County Nivession	45.00	2020 thru Fall 2020 from Possibility Place Nursery & Spring Grove Nursery:	49.00	
	8' or	ָּהָ <u>.</u>	32-37.5"		224.00	226.00	228.00	230.00	232.00	243.00	Fiore Nurserie	27.00	r Creek, Doty,	33.00	Nursery & Spr	41.00	ore Nurseries:	28.00	reek, Doty, Go	34.00	Irsery & Spring	42.00	Fiore Nurserie	29.00	r Creek, Doty,	35.00	Nursery & Spr	43.00	k Flore Nurserie	r Creek, Doty	36.00	Nursery & Spri	44.00	l
	7' or	2.5"	28-31.5"		180.00	182.00	184.00	186.00	188.00	197.00	/ilson, Klehm 8	23.00	linsdale, Beave	28.00	ossibility Place	34.00	on, Klehm & Fi	24.00	dale, Beaver C	29.00	sibility Place Nu	35.00	2019 thru Fall 2019 from Wilson, Klehm & Fiore Nurseries.	25.00	insdale, Beave	30.00	ossibility Place	36.00	23.00 23.00 26.00 26.00 26.00	insdale. Beave	31.00	ossibility Place	37.00	2021 from Wilson, Klehm & Fiore Nurseries
	6' 0	2"	24-27.5"		148.00	150.00	152.00	154.00	156.00	163.50	2017 from M	20.00	2017 from H	23.00	2017 from P	30.00	18 from Wils	21.00	18 from Hins	24.00	18 from Poss	31.00	2019 from M	22.00	2019 from H	25.00	2019 from P	32.00	23.00	2020 from H	26.00	2020 from Po	33.00	son, Klehm 8
	5. or	1.5	20 - 23.5"		128.00	129.00	131.00	133.00	135.00	141.50	6 thru Spring	16.00	6 thru Spring	19.00	6 thru Spring	26.00	7 thru Fall 20	17.00	7 thru Fall 20	20.00	7 thru Fall 20	27.00	019 thru Fall	18.00	019 thru Fall	21.00	1019 thru Fall	28.00	.020 tillig rall. 19.00	020 thru Fall	22.00	020 thru Fall	29.00	:021 from Wils
VIONE OF THE			Ball Size Bid On	Tree Installation	2017	2018	2019	2020	2021 (Spring)	2022	Delivery from Fall 2016 thru Spring 2017 from Wilson, Klehm & Fiore Nurseries.		Delivery from Fall 201		Delivery from Fall 2016 thru Spring 2017 from Possibility Place Nursery & Spring Grove Nursery:		Delivery from Fall 2017 thru Fall 2018 from Wilson, Klehm & Fiore Nurseries:	.  -   1	Delivery from Fall 201	:	Delivery from Fall 2017		Delivery from Spring 2		Delivery from Spring 2		Delivery from Spring 2	Dalivary from Caring 2		<b>Delivery</b> from Spring 2		Delivery from Spring 2		Delivery from Spring 2

Delivery from Spring 2021 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:	sdale, Beaver C	reek, Doty, Go	odmark & Mch	fenry County Nurseries:
23.00	27.00	32.00	37.00	46.00
Delivery from Spring 2021 from Possibility Place Nursery & Spring Grove Nursery:	sibility Place Nu	rsery & Spring	Grove Nurser	.``
30.00	34.00	38.00	45.00	50.00
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22.50	26.75	30.25	34.75	44.75
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25.75	30.25	36.00	41.50	51.50
Delivery from Spring 2022 from Possibility Place Nursery & Spring Grove Nursery	ssibility Place	Nursery & Sp	ring Grove N	INSPIN
33.50	38.00	42.50	50.50	56.00
Mulch Fall 2016 thru Spring 2018				
14.00	15.00	16.00	18 00	21 00
Mulch Fall 2018 thru Spring 2019				000
15.00	16,00	17.00	19.00	23.00
Mulch Fall 2019 thru Spring 2020		•		
16.00	17.00	18.00	20.00	24 00
Mulch Fall 2020 thru Spring 2021				
17.00	18.00	19.00	21.00	25.00
Mulch Fall 2021 thru Spring 2022			) }	
18.00	19.00	20.00	22.00	26.00

Note! Larger size trees will be quoted on a as needed basis.

Delivery Fuel Surcharge Per Gallon \$3.00-\$4.00 Per Gallon \$4.01-\$5.00

Per Gallon \$6.01+

Per Gallon \$5.01-\$6.00

### 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.

### WITNESSETH:

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 (5<sup>th</sup>) 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. <u>Term.</u> 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 Majuere 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).
- 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. <u>Trade Name/Substitutions</u>. 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.
- 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. <u>Digging of Plant Materials and Ball Characteristics</u>. 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 <u>Manual of Woody Landscape Plants</u> by Michael A. Dirr, the Morton Arboretum's <u>Selecting and Planting Trees</u> or <u>Street Tree Fact Sheets</u>, 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.

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.

- 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. <u>Mortality Evaluation</u>. 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. <u>Shipments</u>. All materials shipped to a Participating Municipality must be shipped freight on board (also known as F.O.B.) designated location.
- 13. <u>Inspections</u>. 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.
- **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. <u>Basis of Payment</u>. 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. <u>Indemnification</u>. 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. <u>Drafter Bias</u>. 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. <u>Severability</u>. 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. <u>Modification</u>. 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. <u>Cumulative Rights</u>. 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. <u>Headings</u>. 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. <u>Prevailing Party</u>. 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. <u>Counterparts and Facsimile Transmission</u>. 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. <u>Assignment</u>. 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. <u>Authority</u>. 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. <u>Qualified Professionals</u>. 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 Parthis 17 day of August	rties have caused this Agreement to be executed as of, 20
Executed:	
VENDOR WISON NIVESTUS, Toc Name of Vendor	SUBURBAN TREE CONSORTIUM
By: Signature	By: Nostru Dondor Meide Kerstin G. von der Heide
Its: VP- Title	Its: President
	WEST CENTRAL MUNICIPAL CONFERENCE, AN ILLINOIS COUNCIL OF GOVERNMENT
	By: Richard F. Pellegring
	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, WCMC, the STC and the Vendor may, for convenience purposes only, be referred to as the "Parties" or each individually as a "Party". (the "STC") and Pugsley & LaHaie, Landscaping, LLC, a Planter authorized to do business in the State of Illinois, (the "Vendor").

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

### WITNESSETH:

authorized to establish tree planting programs and enter into long term contracts with a vendor of trees for the purchase and delivery of WHEREAS, pursuant to Division 11-73.1 of the Illinois Municipal Code (65 ILCS 5/11-73.1-1, et seq.), municipalities are 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

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

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 WHEREAS, the Five Year Contractual Program allows municipalities with long term tree plans to project their needs ahead 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: 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.

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

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

4

6

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 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 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.

to this Agreement if the Vendor uses reasonable efforts to mitigate the effects of the Force Majeure Event. Notwithstanding the claimed Force Majeure Event. If WCMC deems that the Vendor will be unable to complete its obligations under this 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 foregoing, the Vendor's financial condition or inability to fund or obtain funding or financing shall not constitute a Force (ii) unless the Vendor provides WCMC with a written notice within ten (10) calendar days of the commencement of such 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 Majeure Event. Moreover, no Force Majeure Event shall be deemed to exist: (i) as to any matter unreasonably sustained; and 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

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 If WCMC determines that it is necessary or desirable, the Vendor shall be One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00). Performance and Payment Bond or Letter of Credit.

4

from the nursery(s). All nursery stock shall be grown and supplied within an eighty-five (85) mile radius of Chicago. A list of Tree Supply Source and Transportation. The Vendor shall transport the selected trees to the Participating Municipalities 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.

vi

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

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

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 Tree Planting Locations and JULIE. The Participating Municipalities shall have the tree planting locations marked or staked by the Participating Municipalities to the original order must notify the Vendor 30 days before the scheduled planting date.

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 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, package profilelow planting with Shade tree online.org/pdfs/Treespecs07/ShadeTreeLowProfile1.pdf). specification titled

7

6

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.

planted shall be situated with the root collar at ground line. The bottom of the planting hole shall not be disturbed. The sides of 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

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.

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 Planting holes shall be firmly filled with material taken from the holes and any excess backfill must be removed prior to charge to the Participating Municipality. The Vendor shall form water retention saucers (tree basins) around each tree planted.

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

shall extend from the base of the tree trunk to a point beyond the circumference of the disturbed area. Mulch shall not be The Vendor shall mulch all trees with a four (4) inch depth of wood chips or other approved mulch. The mulched surface area 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

private lawns and driveways with the appropriate tools for the job. The site should be returned to the same state it existed in 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, prior to the planting work.

9

reserves the right to increase or decrease the quantities stipulated depending upon availability and quantities required. The **Quantities.** Quantities of trees planted shall be in accordance with the specifications and order forms attached hereto. WCMC Vendor shall plant the quantities ordered. 6

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 The Participating Municipalities shall accept quantities and species ordered. The Participating Municipalities shall not be held at the same price as the contract price for that particular season.

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. Completion Requirements. The Vendor shall begin planting trees by October and shall finish by November 30 for the fall Each Participating Municipality that delays digging or planting shall be responsible for any mortalities resulting therefrom.

11.

10.

Municipality, and a representative of WCMC, when appropriate, to ascertain the reasons why trees purchased under this evaluation shall be held in each Participating Municipality and shall include as participants such representatives of the Plants, Selecting and Planting Trees and Street Tree Fact Sheets. Other problems, including depth of planting, failure of plant Mortality Evaluation. The Vendor shall participate in an annual public tree mortality evaluation with each Participating 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 generally be the responsibility of the Participating Municipality. Proper guidelines are listed in Manual of Woody Landscape Participating Municipality, WCMC and the Vendor as is deemed necessary or appropriate. Determining problems shall to leaf out and an excess of mulch are generally considered to be the responsibility of the Vendor and/or nursery.

whichever is later. Within thirty (30) calendar days after the completion of the mortality evaluation, the Vendor shall submit to 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, 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 acceptance and shall be added to a Mortality Conditional Acceptance Form. Any trees listed as conditional on the Mortality determined to be mortalities and those that have questionable viability during the inspection shall be subject to conditional

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.

- 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 Personnel and Equipment. The Vendor shall supply all material, equipment and personnel necessary to complete the work Municipality or WCMC. 12.
- 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 Inspections. Representatives of WCMC and/or the Participating Municipalities shall have the right to inspect any and all replaced or redone by the Vendor at no additional cost to WCMC or the affected Participating Municipality. 13.
- Annual Reports. A final tree planting report shall be provided to WCMC by the Vendor on at least an annual basis. 14.

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. 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.

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 Payment will be made within forty-five (45) calendar days after WCMC receives an invoice and the trees, delivery charges, if applicable. All invoices shall be sent to WCMC in accordance with the notice provisions contained herein. Payment. 16.

17.

18.

- federal or state unemployment taxes, federal or state income taxes, Social Security tax or any other amounts for the benefit of 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 the Vendor. WCMC shall not provide to the Vendor any insurance coverage or benefits, including Workers' compensation, normally provided by WCMC to its employees.
- 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 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 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, 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)

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 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 all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, 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.

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 Insurance. Prior to the commencement of this Agreement, the Vendor shall procure and maintain and cause its subcontractors commercial general liability insurance policy, in ISO form or other form that provides coverage at least as broad, written on an 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 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, "occurrence" basis with a policy limit of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) for each 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.

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 contain an affirmative statement by the issuer that it will give written notice to WCMC at least thirty (30) calendar days prior administration and defense expenses.

## . Representations and Warranties

- 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 A. The Vendor has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or is not anticipating the occurrence of any of the abovementioned acts.
- court or before any governmental authority, arbitration board or tribunal that, if adversely determined, would materially There are no proceedings pending or, to the knowledge of the Vendor, threatened against or affecting the Vendor in any and adversely affect the ability of the Vendor to perform its obligations hereunder. B.
- to comply with which could materially and adversely affect the ability of the Vendor to perform its obligations under this 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, laws and regulations promulgated on behalf of or in connection with the U.S. Equal Employment Opportunity The Vendor is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure Agreement or otherwise conduct its activities, and the Vendor agrees to obtain all licenses, permits and other governmental which laws shall include, without limitation, the Social Security Act (42 U.S.C. §§ 301, et seq.), the statutory provisions, Commission, the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.), Occupational Safety and Health Act laws, authorizations necessary to carry out the Services. Furthermore, the Vendor shall comply with all applicable laws, rules and standards and regulations and the Immigration Reform and Control Act of 1986.

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. D.

21.

discrimination, if required. The Vendor shall comply with any and all federal, state and local laws, statutes, ordinances, rules U.S.C. §§ 2000e, et seq.), the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.) and the Americans with Disabilities Act 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 The Vendor shall undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past and regulations with regard to non-discrimination including, without limitation, Title VII of the Civil Rights Act of 1964 (42 status, parental status, marital status, or source of income in relation to the undertaking of its obligations under this Agreement. 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.

- 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 Illinois Prevailing Wage Act; Participating Municipality's Certification. The Participating Municipality requesting the 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 22.
- 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 notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts Notices. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

23.

See Exhibit B To the Vendor:

With a copy to:

Attention:

Facsimile:

West Central Municipal Conference To WCMC:

2000 Fifth Ave., Bldg N

River Grove, IL 60171

Attention: Richard Pellegrino, Executive

Director

Facsimile: 708-453-9101

Del Galdo Law Group, LLC 1441 South Harlem Avenue

With a copy to:

Berwyn, Illinois 60402

Attention: Michael T. Del Galdo

Facsimile: 708-222-7001

#### **Miscellaneous Provisions.** 24.

claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be 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, brought in the state courts of Cook County. Construction and Governing Law. Ą.

**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. B.

- 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. J.
- 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. D.
- waived or discharged unless such modification, waiver, amendment or discharge is agreed to in writing and bears the Modification. Except as otherwise provided for herein, no provision of this Agreement may be modified, amended, signatures of the Parties hereto. ц
- 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.
- 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. G.
- 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. H.

- 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.
- 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.
- and authority to enter into and perform its respective obligations hereunder and that such obligations shall be binding upon Authority. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity such Party without the requirement of the approval or consent of any other person or entity in connection herewith. Ż.
- **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. Ľ.
- 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, and representatives shall not be deemed employees, representatives, agents or servants of WCMC, the STC or the employees, agents and representatives and the Vendor and its independent contractors, subcontractors, employees, agents 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.

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Executed:

Pos les Name of Vendor VENDOR

Signature By: My

Rocker G. on Day Heide By:

SUBURBAN TREE

CONSORTIUM

Kerstin G. von der Heide

Grasia

President

Its:

WEST CENTRAL MUNICIPAL CONFERENCE, AN ILLINOIS COUNCIL OF GOVERNMENT

Richard F. Pellegrino

Its:

**Executive Director**