

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

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

SECTION II: That participation of this governmental entity, as a member of the agency, shall commence on the date membership of this community is accepted by the Board of Directors of the Suburban Tree Consortium.

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

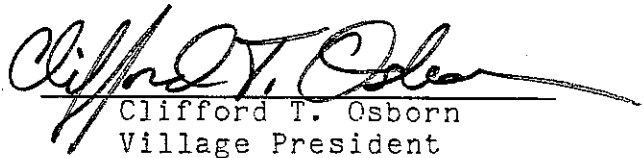
ADOPTED this 1st day of June, 1987, pursuant to a roll call vote as follows:

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

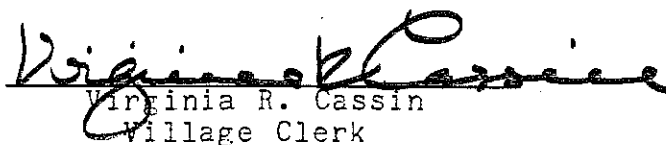
NAYS: None

ABSENT: None

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


Clifford T. Osborn
Village President

ATTEST:


Virginia R. Cassin
Village Clerk

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


Virginia R. Cassin
Village Clerk

SUBURBAN TREE PURCHASE AGREEMENTARTICLE IPURPOSE.:

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

1. Contracting and negotiating with tree nurseries to provide its members with a variety of quality trees at reasonable prices.
2. Contracting and negotiating with tree planting services on behalf of its members.
3. Providing a forum for mutual study, development and implementation of municipal tree growing, planting and maintenance programs for all its members.
4. Providing consulting services to other governmental units.

Any trees or services which may be acquired during the term of this agreement shall be paid for, owned, and be maintained on an individual basis by each municipality which desires to make any such acquisition. This individual ownership shall not, however, prevent STC from bargaining on behalf of any member(s) in an effort to reduce costs of any type.

ARTICLE IIPOWERS:

The powers of STC are as follows:

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

- C.) All powers necessary and incidental to carrying out the purposes set forth in Article I of this agreement.

ARTICLE III

PARTICIPATION:

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

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

ARTICLE IV

BOARD OF DIRECTORS:

- A. There is hereby established, for the STC, a Board of Directors which shall consist of one designated official, or his alternate, of each member municipality.
- B. The Board of Directors shall determine general policy of the STC, and shall have the responsibility for the hiring of consultants, approval of amendments to this agreement, approval of the acceptance of new members, and approval of the annual budget of STC.
- C. Each municipality that is a member of the STC shall be entitled to one seat on the Board of Directors and shall be entitled to one vote thereon. Such one vote may be cast only by the designated official or his designated alternate in attendance. No proxy votes or absentee voting shall be permitted, except as provided in this agreement.
- D. Each designated official shall serve on the Board until a successor is appointed by his or her municipality. When such designated official ceases to be an officer of the member municipality appointing such officer he shall cease to be a Board member of STC.

E. The Board of Directors may establish rules governing its own conduct and procedure and have such express or implied authority as is not inconsistent with or contrary to the laws of the State of Illinois or this Agreement.

F. Except for admitting new members, approving an amendment to this Agreement and adopting a budget, a quorum for the transaction of all business by such Board of Directors shall consist of a majority of the membership.

G. No one serving on the Board of Directors shall receive any salary or compensation from the venture. The daily operations of the venture shall be conducted under the direction and supervision of the Board of Directors, subject to the policy limitations established by the Board of Directors from time to time. Except as specifically excepted herein, no contract or other obligation of this venture shall be binding unless approved or ratified by the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS MEETINGS:

A. Regular meetings of the Board of Directors shall be held every calendar quarter. Special meetings of the Board of Directors may be called by its Chairman, or shall be called upon written request by two of its members. Twenty-four (24) hour notice of special meetings shall be given to the official representatives of each member municipality and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at said meetings shall be limited to those items specified in the agenda.

B. The time, date and location of regular and special meetings of the Board of Directors shall be determined by the Chairman of the Board of Directors.

C. Notice of the regular meeting of the Board of Directors shall be given to the designated official of each member municipality at least five (5) days prior to such meeting, and an agenda for such meeting shall accompany the notice; however, such meeting shall not be limited to the matters set forth in such agenda. All notices of meetings and the meetings themselves shall comply with the Illinois Open Meetings Act.

All votes shall be taken on a roll call vote.

ARTICLE VI

OFFICERS OF THE BOARD OF DIRECTORS:

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

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

C. A vacancy shall immediately occur in the office of any officer upon the resignation or death of such person holding such office or upon his ceasing to be an officer or employee of any member government. Upon a vacancy occurring in the office of any officer, the Board of Directors may appoint a successor to fill the vacancy. The rotation of officers may be advanced one year before the vacancy has been filled if the Board of Directors finds this advisable.

D. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the STC would be served thereby.

E. The Chairman shall be the principal executive officer of the STC and shall in general supervise and control all of the business and affairs of the STC. He shall sign, with the Secretary or any other proper officer of the STC thereunto, any contracts or agreements which the Board of Directors has authorized to be executed, and in general shall perform all duties incident to the office of Chairman and such other duties consistent with this agreement as may be prescribed by the Board of Directors from time to time.

F. In the absence of the Chairman or in the event of his inability or refusal to act, the Vice-Chairman shall perform the duties of the Chairman including the authority to sign instruments which have been authorized for execution by the Board of Directors; and when so acting, shall have all the restrictions as that of the Chairman.

G. The Secretary/Treasurer:

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

As Secretary shall: (a) keep the minutes of the Board of Director's meetings in one or more books provided for that purpose. (b) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law. (c) be custodian of the records of the STC; (d) in general perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman or by the Board of Directors.

H. Officers shall serve without compensation from the STC except that they shall be reimbursed for authorized out-of-pocket expenses made on behalf of the consortium.

I. The Board of Directors shall have the authority to contract with other municipal bodies for use of consortium facilities, equipment, and programs and to establish appropriate charges therefore.

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

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

L. The Board of Directors shall (as provided for in the approved budget) have the authority to hire, fix the salary of, and remove the Program Consultants for the STC.

ARTICLE VII

FINANCES:

A. The fiscal year of the STC shall end on April 30th. of each year.

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

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

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

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

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

ARTICLE VIII

FORESTRY CONSULTANT:

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

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

ARTICLE IX

WITHDRAWAL, TERMINATION AND DISSOLUTION:

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

B. Upon any such withdrawal:

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

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

ARTICLE X

LIABILITY AND PROPERTY:

A. Except as otherwise provided by individual contracts, all participating municipalities in the venture shall be jointly liable for the debts and liabilities of STC. Each participant shall indemnify and hold harmless any other member for any loss, cost or expense that may be imposed upon such other member in excess of its proportionate liability.

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

ARTICLE XI

CONTRACTS, LOANS, CHECKS AND DEPOSITS:

- A. The Board of Directors may authorize any officer or officers, agent or agents to enter into any authorized contract or execute and deliver any instrument in the name of and on behalf of the venture, and such authority may be general or confined to specific instances.
- B. No loans shall be contracted on behalf of the venture, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.
- C. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the venture, shall be signed by the chairman and treasurer of the venture and in such manner as shall from time to time be determined by resolution of the Board of Directors.
- D. All funds of the venture not otherwise employed shall be deposited from time to time to the credit of the venture in such banks, trust companies or other 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:

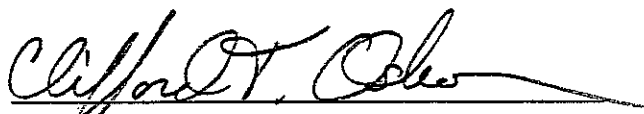
This Agreement shall go into effect immediately upon the execution of the STC Agreement by all of the original planning participants in the venture as listed hereafter:

- A. Western Springs
- B. La Grange Park

Dated this 2nd day of June, 1987

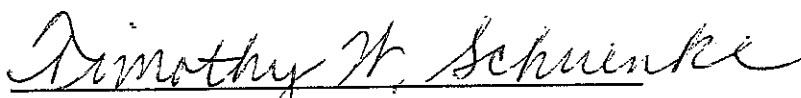
(SEAL)

APPROVED:


Village President

ATTEST:


Village Clerk


Chairman Suburban Tree Consortium

Secretary/Treasurer

APPENDIX A

FEES:

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

Beaver Creek Nursery Prices for the Suburban Tree Consortium

COMMON NAME	BOTANIC NAME	Planting Season	Fall 2017/ Spring 2018			Fall 2018/ Spring 2019			Fall 2019 / Spring 2020			Fall 2020 / Spring 2021			Fall 2021/ Spring 2022		
			2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"
Miyabe Maple	Acer miyabei State Street™	Spring/Fall	220	245			199	225	251	238	245	280	310	345	255	290	320
Nonway Maple	Acer platanoides 'Royal Red'	Spring/Fall					225	258	316	341	245	280	310	345	255	290	320
Red Maple	Acer rubrum Red Sunset™	Spring/Fall					225	258	316	341	245	280	310	345	255	290	320
Red Maple	Acer rubrum Redpointe™	Spring/Fall					225	258	316	341	245	280	310	345	255	290	320
Sugar Maple	Acer saccharum Green Mountain™	Spring/Fall					225	258	316	341	245	280	310	345	255	290	320
Sugar Maple	Acer saccharum Flax Mill Majesty™	Spring/Fall					210	230	260	290	245	280	310	345	255	290	320
Sugar Maple	Acer saccharum Fall Fiesta®	Spring/Fall					210	230	260	290	245	280	310	345	255	290	320
Acer truncatum x platano	Acer t. x p. Crimson Sunset®	Spring/Fall					210	230	260	290	245	280	310	345	255	290	320
Freeman Maple	Acer x freemanii Autumn Blaze®	Spring/Fall	235	270			250	290			265	305	335	370	275	315	345
Yellow Buckeye	Aesculus flava	Spring/Fall	195	220	250		200	225	255	280	245	280	310	345	255	290	320
Ohio Buckeye	Aesculus glabra	Spring/Fall	220	255	280		230	265	310	350	265	300	330	365	275	310	340
Serviceberry	Amelanchier g. 'Forest Prince'	Spring/Fall	190	200			200	220	240	265	265	300	330	365	275	310	340
River Birch	Betula nigra Heritage®	Spring	155	165	175		165	175	185		175	185	195		185	195	205
River Birch	Betula nigra City Slicker®	Spring	195	215			205	225			175	185	195		185	195	205
Asian White Birch	Betula platyphylla Dakota Pinnacle®	Spring	165	175			175	185			185	195	205		195	205	215
American Hornbeam	Carpinus caroliniana	Spring	240	270	305		255	285	320	355	275	305	340	375	285	315	350
American Hornbeam	Carpinus caroliniana 'Firepire'	Spring	250	280			275	300	335	370	275	305	340	375	285	315	350
Common Hackberry	Celtis occidentalis	Spring			208	230	180	205	218	240	240	265	295	335	285	315	350
Common Hackberry	Celtis occidentalis Chicagoland®	Spring	215	230	240		220	235	245	270	240	265	295	335	285	315	350
Redbud	Cercis canadensis	Spring					240	260			250	270	290	315	260	280	300
Yellowwood	Cladrastis kentukea	Spring	235		315		285	325	355		275	295	335	365	285	305	345
Dogwood	Cornus controversa June Snow™	Spring/Fall	245	260	270		255	270	280		260	280			270	290	310
Cornellancherry	Cornus mas	Spring/Fall	235	255			240	260			260	280			270	290	310
Cornellancherry	Cornus mas 'Golden Glory'	Spring/Fall	235	255	275		240	260			260	280			270	290	310
Cornellancherry	Cornus mas 'Spring Glow'	Spring/Fall	235	255													
Japanese Cornel	Cornus officinalis	Spring/Fall	235	270													
Turkish Filbert	Corylus colurna	Spring	225														
American Beech	Fagus grandifolia	Spring					230	250			260	280	300	325	270	290	310
European Beech	Fagus sylvatica 'Riversii'	Spring					315	345	410	445	345	410	445		355	420	455
Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall					315	345	410	445							
Ginkgo	Ginkgo biloba 'Golden Globe'	Spring/Fall	295	325	375	425	305	335	385	430	335	385	430		345	395	440
Ginkgo	Ginkgo biloba 'Magyar'	Spring/Fall	295	325			305	335	385	430	335	385	430		345	395	440
Ginkgo	Ginkgo biloba Presidential Gold™	Spring/Fall	295	325			305	335	385	430	335	385	430		345	395	440
Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring/Fall	295	325			305	335	385	430	335	385	430		345	395	440
Ginkgo	Ginkgo biloba Samurai™	Spring/Fall					305	335	385	430	335	385	430		345	395	440
Ginkgo	Ginkgo biloba 'Saratoga'	Spring/Fall					305	335	385	430	335	385	430		345	395	440
Ginkgo	Ginkgo biloba Shangi-la®	Spring/Fall	295	325	375	425	305	335	385	430	335	385	430		345	395	440
Honeylocust	Gleditsia triacanthos Skyline™	Spring/Fall	200	205			190	215	240	275	225	260	290	325	235	270	300
Kentucky Coffeetree	Gymnocladus dioica	Spring/Fall	195	225			200	230	270	300	235	265	305	335	245	275	315
Kentucky Coffeetree	Gymnocladus dioica 'Espresso'	Spring/Fall	225	255			235	265	300	355	275	305	335	370	285	315	345
Kentucky Coffeetree	Gymnocladus dioica 'Prairie Titan™	Spring/Fall					235	265	300	355	275	305	335	370	285	315	345
Crabapple	Malus 'Prairie'	Spring/Fall	105				120	130	140		145	165	185		155	175	195
Crabapple	Malus 'Red Jewel'	Spring/Fall	105				120	130	140		145	165	185		155	175	195
Crabapple	Malus 'Royal Raindrops'	Spring/Fall	105				120	130	140		145	165	185		155	175	195
Dawn Redwood	Metasequoia g. 'Jack Frost'	Spring	200	225													
Tupelo	Nyssa sylvatica	Spring	260														
Ironwood (Hophornbeam)	Ostrya virginiana	Spring	245	285			235	270	305	340	245	280	315	350	255	290	325
							255	285	330	370	270	300	345	385	280	310	355
															265	300	335
															290	320	365
																	405

Doty Nurseries LLC

Doty Nurseries LLC

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[illegible]

[illegible]

Customer is responsible to have unloading crew and equipment on site

COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	17 pricing Hrs/dales																			
			Fall17/Spring18			Fall18/Spring19			Fall19/Spring20			Fall20/Spring21			Fall21/Spring22							
			2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
Slate Street Miyabe Maple	Acer miyabel 'Morton'	Spring/Fall	201	228	277	322	211	239	291	349	216	251	296	344	220	255	300	348	231	268	315	365
Green Column Black Maple	Acer nigrum 'Green Column'	Spring/Fall	211	231	386	466	211	231	386	466	236	271	316	374	239	274	319	357	251	288	335	375
Columnar Norway Maple	Acer platanoides 'Columnare'	Spring/Fall	184	205	249	279	184	205	249	279	193	215	261	293	198	220	266	298	208	231	279	313
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	197	218	265	331	197	218	265	331	203	225	271	303	208	230	276	308	218	242	290	323
Emerald Lustre Norway Maple	Acer platanoides Emerald Lustre®	Spring/Fall	184	205	249	279	184	205	249	279	193	215	261	293	198	220	266	298	208	231	279	313
Parkway Norway Maple	Acer platanoides Parkway™	Spring/Fall	184	205	249	279	184	205	249	279												
Armstrong Gold Maple	Acer rubrum 'Armstrong Gold'	Spring																				
Red Sunset Red Maple	Acer rubrum Red Sunset™	Spring	202	218	236	289	202	218	236	289	208	230	276	308	213	235	281	313	224	247	295	329
Redpoint Red Maple	Acer rubrum 'Redpoint'™	Spring	234	251	268	321	234	251	268	321	234	256	302	344	236	258	304	346	236	258	304	346
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring	202				202	218			208	230	276		213	235	281	313	224	247	295	329
Crimson Sunset Maple	Acer truncatum 'Crimson Sunset'	Spring/Fall	209				209	225			215	237	283		220	255	300	348	231	268	315	365
Green Mountain Sugar Maple	Acer saccharum 'Green Mountain®	Spring/Fall	187	203	231	277																
Autumn Fest Sugar Maple	Acer saccharum 'Autumn Fest'	Spring/Fall	187	203	231		196	213	243	291	206	223	273	301	216	233	283	311	227	245	297	327
Crescendo Sugar Maple	Acer saccharum 'Crescendo'	Spring/Fall	187	203	231	277	196	213	243	291	206	223	273	301	216	233	283	311	227	245	297	327
Autumn Blaze Freeman Maple	Acer x freemanii 'Autumn Blaze'	Spring/Fall	190	203	214	288	217	233	251	304	227	253	299	344	227	253	299	344	227	253	299	344
Armstrong Freeman maple	Acer x freemanii 'Armstrong'	Spring/Fall	190	203	214	288	200	213	225	302	207	227	275	305	212	232	280	310	223	245	294	326
Marmo Freeman maple	Acer x freemanii 'Marmo'™	Spring/Fall	190	203	214	288	200	213	225	302	207	227	275	305	212	232	280	310	223	245	294	326
Autumn Splendor Horsechestnut	Aesculus x amoldiana 'Autumn Splendor'	Spring	274	316	361	400	274	316	361	400	259	291	335	397	259	291	335	397	259	291	335	397
Fort McNair® Horsechestnut	Aesculus x amoldiana 'Fort McNair'	Spring	274	316	361	400	274	316	361	400	259	291	335	397	259	291	335	397	259	291	335	397
Lustre® Allegheny Serviceberry	Amelanchier laevis 'Rogers'	Spring/Fall	210	240	284	357	210	240	284	357	209	238	281	337	209	238	281	337	214	244	288	
Autumn Brilliance® Apple Ser.	Amelanchier X grand. 'Autumn Brilliance'	Spring/Fall	210	240	284	357	210	240	284	357	209	238	281	337	209	238	281	337	214	244	288	
River Birch	Betula nigra	Late Spring	248	295	335		248	295	335		182	213	249	296	187	218	254	301	187	218	254	301
Whitespire Birch	Betula populifolia 'Whitespire'	Late Spring	248	295	335		248	295	335		182	213	249	296	187	218	254	301	187	218	254	301
Pyramidal European Hornbeam	Carpinus betulus 'Fastiglata'	Late Spring	273	314	358		273	314	358		228	267	299		231	270	302		237	277	310	
Frans Fontaine European Hornbeam	Carpinus betulus 'Frans Fontaine'	Late Spring	278	319	363		278	319	363		233	272	304		236	275	307		242	282	315	
American Hornbeam	Carpinus caroliniana	Late Spring	231	268	323	374	231	268	323	374	221	258	293	344	224	261	296	347	224	261	296	347
Northern Catalpa	Catalpa speciosa	Spring/Fall	219	233	266	309	219	233	266	309	210	225	255	300	210	225	255	300	215	230	261	307
Heartland Catalpa	Catalpa speciosa 'Hawatha 2'	Spring/Fall	229	243			229	243	276		220	235	265	310	220	235	265	310	225	240	271	317
Common Hackberry	Celtis occidentalis	Spring/Fall	190	203	258	344	200	213	271	362	202	219	273	301	207	224	278	306	212	229	285	314
Chicagoland Hackberry	Celtis occidentalis 'Chicagoland'	Spring/Fall					215	226	255	305	217	234	288	316	222	239	293	321	227	244	300	329
American Redbud	Cercis canadensis	Spring																	244	267	300	
Golden Glory Dogwood	Cornus mas 'Golden Glory'	Spring/Fall					225	256	294	331	225	256	294		225	256	294		225	256	294	
Turkish Filbert	Corylus colurna	Spring/Fall	253	284	328		253	284	328		253	284	328		253	284	328		253	284	328	
Thornless Cockspur Hawthorn	Crataegus crusgalli 'Inermis'	Spring/Fall	139	182	222	276	146	191	233	290	156	191	233	280	159	194	236	283	167	204	248	297
Winter King Green Hawthorn	Crataegus viridis 'Winter King'	Spring/Fall	142	172	196	249	149	181	206	261	156	191	233	280	159	194	236	283	167	204	248	297
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring/Fall	264	319	389	442	277	335	408	464	277	335	408	464	280	338	411		287	346	426	
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry®	Spring/Fall	264	319	389	442	277	335	408	464	277	335	408	464	280	338	411		287	346	426	
Emperor Ginkgo	Ginkgo biloba 'Woodstock'	Spring/Fall	264	319	389	442	277	335	408	464	277	335	408	464	280	338	411		287	346	426	
Skyline Honeylocust	Gleditsia triacanthos 'Skyline'®	Spring/Fall	172	188	203	248	181	197	213	260	195	217	243	298	205	227	253	308	210	232	259	315
Kentucky Coffee Tree	Gymnocladus dioica	Spring/Fall	253	271	294	366	253	271	294	366	243	261	284	356	238	256	284	351	238	256	284	351
Espresso Kentucky Coffee Tree	Gymnocladus dioica 'Espresso'	Spring/Fall	253	271	294	366	263	281	304	376	263	281	304	376	258	276	304	371	248	266	294	361
Tuliptree	Liriodendron tulipifera	Spring	255	291	296	335	265	291	296	335	265	291	296	335	250	276	299	335	250	276	299	335

POSSIBILITY PLACE NURSERY PRICING FOR SUBURBAN TREE CONSORTIUM

COMMON NAME	SCIENTIFIC/ CULTIVARS	FALL 2017/SPRING 2018				FALL 2018/SPRING 2019				FALL 2019/SPRING 2020				FALL 2020/SPRING 2021				FALL 2021/SPRING 2022			
		1.5"	2"	2.5"		1.5"	2"	2.5"		1.5"	2"	2.5"		1.5"	2"	2.5"		1.5"	2"	2.5"	
Ohio Buckeye	Aesculus glabra	\$145.00	\$160.00			\$160.00	\$180.00			\$170.00	\$190.00			\$180.00	\$200.00			\$180.00	\$200.00		
Northern Catalpa	Catalpa speciosa	\$130.00	\$150.00			\$145.00	\$170.00			\$155.00	\$180.00			\$155.00	\$190.00			\$165.00	\$190.00		
Common Hackberry	Celtis occidentalis	\$130.00	\$155.00			\$145.00	\$170.00			\$155.00	\$180.00			\$155.00	\$190.00			\$165.00	\$190.00		
Blue Ash	Fraxinus quadrangulata																				
Kentucky Coffeetree	Gymnocladus dioica																				
Butternut	Juglans cinerea																				
Black Walnut	Juglans nigra																				
Black Tupelo	Nyssa sylvatica																				
Ironwood (Hophornbeam)	Ostrya virginiana	\$135.00	\$170.00																		
Eastern White Pine	Pinus strobus					\$150.00	\$190.00			\$160.00	\$200.00			\$170.00	\$210.00			\$170.00	\$210.00		
White Oak	Quercus alba	\$140.00	\$170.00			\$155.00	\$190.00			\$165.00	\$200.00			\$175.00	\$210.00			\$175.00	\$210.00		
Swamp White Oak	Quercus bicolor	\$140.00	\$170.00			\$155.00	\$190.00			\$165.00	\$200.00			\$175.00	\$210.00			\$175.00	\$210.00		
Scarlet Oak	Quercus coccinea	\$140.00	\$170.00			\$155.00	\$190.00			\$165.00	\$200.00			\$175.00	\$210.00			\$175.00	\$210.00		
Hill's Oak	Quercus ellipsoidalis	\$140.00	\$170.00			\$155.00	\$190.00			\$165.00	\$200.00			\$175.00	\$210.00			\$175.00	\$210.00		
Shingle Oak	Quercus imbricaria	\$140.00	\$170.00			\$155.00	\$190.00			\$165.00	\$200.00			\$175.00	\$210.00			\$175.00	\$210.00		
Bur Oak	Quercus macrocarpa	\$140.00	\$170.00			\$155.00	\$190.00			\$165.00	\$200.00			\$175.00	\$210.00			\$175.00	\$210.00		
Chinquapin Oak	Quercus muehlenbergii	\$140.00	\$170.00			\$155.00	\$190.00			\$165.00	\$200.00			\$175.00	\$210.00			\$175.00	\$210.00		
Red Oak	Quercus rubra	\$140.00	\$170.00			\$155.00	\$190.00			\$165.00	\$200.00			\$175.00	\$210.00			\$175.00	\$210.00		
Swamp/Bur Oak Hybrid	Quercus x schuetti																				
***ALL TREES IN THE ABOVE LISTING ARE IN 18" ROOT BAGS. ALL TREES CAN BE GROWN IN ROOT MAKER CONTAINERS FOR AN EXTRA \$15.00 PER TREE.																					
DELIVERY CHARGES:		\$2.00 PER MILE ROUND TRIP																			
		MINIMUM 10 TREES FOR DELIVERY																			

Revised 7-18-17

Revised 7-18-17

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

[illegible]

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

Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	212	236	273		223	248	287		234	261	301		246	274	316		258	287	332
Quaking Aspen	Populus tremuloides	Spring	212	236	273		223	248	287		234	261	301		246	274	316		258	287	332
Canada Red Chokecherry	Prunus virginiana 'Canada Red'	Spring/Fall	164	188			172	197			181	207			190	218			199	229	
Little Twist Cherry	Prunus incisa 'Little Twist'	Spring/Fall					223	248			234	261			246	273			258	261	
Ornamental Pear	Pyrus calleryana 'Aristocrat'	Spring	197	222	249		207	233	261		217	245	274		228	257	301		239	270	317
	Pyrus calleryana 'Cleveland Select'	Spring	197	222	249		207	233	261		217	245	274		228	257	301		239	270	317
	Pyrus calleryana 'Trinity'	Spring	197	222	249		207	233	261		217	245	274		228	257	301		239	270	317
	Pyrus calleryana 'Jazzman'	Spring					207	233	261		217	245	274		228	257	301		239	270	317
										</											

WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM



Wilson Nurseries, Inc. thanks the West Central Municipal Conference Suburban Tree Consortium for over 30 years of partnership. As we continue to be a 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 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.

COMMON NAME		CULTIVARS	PLANTING SEASON	Fall 2017		Fall 2018		Fall 2019		Fall 2020		Fall 2021	
				2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"
Jade Patina™ Hedge Maple	Acer campestre 'Bailee'	Spring & Fall	200	225		200	225		200	225		200	225
	Acer campestre	Spring & Fall				200	225		200	225			
Autumn Blaze® Freemanii Maple	Acer x freemanii 'Jeffersred'	Spring & Fall	175	185	195	175	185	195	185	195	205	185	195
Celebration® Maple	Acer x freemanii 'Celzam'	Spring & Fall							175	185	195	175	185
Sienna Glen® Freemanii Maple	Acer x freemanii 'Sienna'	Spring & Fall				175	185	195	185	195	185	195	185
Matador™ Freemanii Maple	Acer x freemanii 'Bailston'	Spring & Fall	175	185		175	185		185	195	185	195	195
Crimson King Norway Maple	Acer platanoides 'Crimson King'	Spring & Fall	175	185		175	185		200	220			
Redpointe® Maple	Acer rubrum 'Frank Jr' PP16769	Spring & Fall	180	190		180	190	200	190	200		200	215
Hot Wings® Tatarian Maple	Acer tataricum 'GarAnn' PP15023	Spring & Fall							215	225		185	205
Baumann Double Horsechestnut	Aesculus hippocastanum 'baumanni'	Spring only							245	255		235	245
Briotelli Red Horsechestnut	Aesculus x carnea 'Briotelli'	Spring only				235	245		245	255		235	245
Blue Beech	Carpinus caroliniana	April-May only	220	230									
Pyramidal European Hornbeam	Carpinus betulus fastigiata	April-May only	220	230		185	195	205	230	240		195	205
Emerald Avenue® Hornbeam	Carpinus betulus 'IFS-KW1CB'	April-May only	220	230					185	195		185	195
Catalpa	Catalpa speciosa	Spring only											
Eastern Redbud	Cercis canadensis	Spring & Fall				165	175		175	185		180	190
Common Hackberry	Celtis occidentalis	Spring & Fall				165	175		175	185		180	190
Katsura	Cercidiphyllum japonicum	Spring & Fall	175	185		175	185	195	185	195		185	195
Cockspur hawthorn	Crataegus crusgalli var. inermis	Spring only	200	210									
Cornelian Cherry Dogwood	Cornus mas 'Golden Glory'	Spring & Fall	175	195		185	205		195	215		185	205
Rivers Purple Beech	Fagus sylvatica 'Riversii'	Spring & Fall											
Tricolor European Beech	Fagus sylvatica 'Roseomarginata'	Late Spring only	180	190		180	190		190	200		195	205
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring & Fall	260	280		275	290		285	295		275	290
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring & Fall				275	290		285	295		275	290
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring & Fall	315	325		315	325		325	335		315	325
Shangri-La Ginkgo	Ginkgo biloba 'Shangri-La'	Spring & Fall	315	325		315	325		325	335		315	325
	NEW	Spring & Fall							315	325		315	325

COMMON NAME	CULTIVARS	PLANTING SEASON	Fall 2017			Fall 2018			Fall 2019			Fall 2020			Fall 2021		
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"
Skylark® Honeylocust	Gleditsia triacanthos 'Skycolor'	Spring & Fall	185	195	210	185	195	210	200	210	200	200	210	200	185	195	195
Shademaster® Honeylocust	Gleditsia triacanthos 'Shademaster'	Spring & Fall	185	195	210	185	195	210	200	210	200	200	210	200	185	195	195
Kentucky Coffeetree	Gymnocladus dioica	Spring & Fall	185	195	210	185	195	210	200	210	200	200	210	200	185	195	195
Decaf™ Kentucky Coffeetree	Gymnocladus dioica 'McKBranded' PPAF	Spring & Fall	185	195	210	185	195	210	200	210	200	200	210	200	185	195	195
Espresso™ Kentucky Coffeetree	Gymnocladus dioica 'Espresso-JFS'	Spring & Fall	185	195	210	185	195	210	200	210	200	200	210	200	185	195	195
Camelot® Crabapple	Malus 'Camzani'	Spring & Fall	131	158	175	131	158	175	135	165	135	135	165	135	155	165	165
Coralburst® Crabapple	Malus 'Coralcole'	Spring & Fall	131	158	175	131	158	175	135	165	135	135	165	135	155	165	165
Red Jewel Crabapple	Malus 'Jewelcole'	Spring & Fall	131	158	175	131	158	175	135	165	135	135	165	135	155	165	165
Royal Raindrops® Crabapple	Malus 'JFS-KW5' PP14375	Spring & Fall	175	185	195	175	185	195	180	190	190	190	200	190	155	165	165
Lollipop® Crabapple	Malus 'Lollipop'	Spring & Fall	131	158	175	131	158	175	135	165	135	135	165	135	155	165	165
Firebird® Crabapple	Malus sargentii 'Select A' PP12621	Spring & Fall	131	158	175	131	158	175	138	165	138	138	165	138	155	165	165
Sargent Tina Crabapple	Malus sargentii 'Tina'	Spring & Fall	131	158	175	131	158	175	145	155	145	145	155	145	155	165	165
Show Time™ Crabapple	Malus 'Shortzani'	Spring & Fall	131	158	175	131	158	175	135	165	135	135	165	135	155	165	165
Gladiator™ Crabapple	Malus x adstringens 'Durel' PP20,167	Spring & Fall	131	158	175	131	158	175	165	175	165	165	175	165	155	165	165
Starlite® Crabapple	Malus x 'Jeffite'	Spring & Fall	131	158	175	131	158	175	165	175	165	165	175	165	155	165	165
Spring Snow Crabapple	Malus x 'Spring Snow'	Spring & Fall	131	158	175	131	158	175	165	175	165	165	175	165	155	165	165
Black Tupelo	Nyssa sylvatica	Late spring only	220	230	240	220	230	240	210	220	210	210	220	210	215	225	225
Majestic Black Tupelo	Nyssa sylvatica 'Majestic'	Late spring only	220	230	240	220	230	240	210	220	210	210	220	210	215	225	225
Exclamation™ London Planetree	Platanus x acerifolia 'Morton Circle'	Spring only	155	170	180	155	170	180	180	190	185	185	195	185	170	180	180
Ironwood/American Hophornbeam	Ostrya virginiana	Spring only	220	230	240	220	230	240	200	215	200	200	215	210	225	210	225
Quaking Aspen	Populus tremuloides	Spring only	165	175	185	165	175	185	175	185	175	175	185	175	180	190	190
Autumn Blaze Pear	Pyrus calleryana 'Autumn Blaze'	Late spring only	155	170	180	155	170	180	180	190	185	185	195	185	170	180	180
Chanticleer® Pear	Pyrus calleryana 'Glen's Form'	Late spring only	155	170	180	155	170	180	180	190	185	185	195	185	170	180	180
Jack® Pear	Pyrus calleryana 'Jazzam'	Late spring only	155	170	180	155	170	180	180	190	185	185	195	185	170	180	180
Swamp white oak	Quercus bicolor - Swamp White	Late spring only	190	240	245	190	240	245	230	240	235	245	245	235	190	235	235
Scarlet oak	Quercus coccinea - Scarlet	Late spring only	190	240	245	190	240	245	230	240	235	245	245	235	190	235	235
Bur oak	Quercus macrocarpa - Bur	Late spring only	190	240	245	190	240	245	230	240	235	245	245	235	190	235	235
Chinkapin Oak	Quercus muehlenbergii	Late spring only	180	225	235	180	225	235	185	230	185	230	235	185	190	235	235
Regal Prince® Oak	Quercus robur x bicolor 'Long' PP12673	Late spring only	180	225	235	180	225	235	185	230	185	230	235	185	190	235	235
Schumard Oak	Quercus shumardii	Late spring only	190	240	245	190	240	245	230	240	235	245	245	235	190	235	235
Red oak	Quercus rubra - Red	Late spring only	190	240	245	190	240	245	230	240	235	245	245	235	190	235	235
Scarlet Letter™ English Oak	Quercus x Scarlet Letter	Late spring only	190	240	245	190	240	245	230	240	235	245	245	235	190	235	235
Ivory Silk Japanese tree lilac	Syringa reticulata 'Ivory Silk'	Spring & Fall	225	235	245	225	235	245	230	240	235	245	245	235	225	235	235
Snowdance™ Japanese Tree Lilac	Syringa reticulata 'Bailinee'	Spring & Fall	225	235	245	225	235	245	230	240	235	245	245	235	225	235	235
Common Baldcypress	Taxodium distichum	Late spring only	195	215	225	195	215	225	205	215	210	220	210	210	205	215	215
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Late spring only	195	215	225	195	215	225	205	215	210	220	210	210	205	215	215

WILSON NURSERIES, INC. PRICING FOR THE SUBURBAN TREE CONSORTIUM

COMMON NAME	CULTIVARS	PLANTING SEASON	Fall 2017			Fall 2018			Fall 2019			Fall 2020			Fall 2021		
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"
Redmond American Linden	Tilia americana 'Redmond'	Spring & Fall	200	210		175	185		210	220		210	220		210	220	
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring & Fall	200	210		175	185	195	210	220		210	220		210	220	
Sterling Silver Linden	Tilia tomentosa 'Sterling'	Spring & Fall	200	210					210	220		210	220		210	220	
Princeton Elm	Ulmus americana 'Princeton'	Spring & Fall	190	200		180	190	200	185	195	210	185	195		185	195	
St. Croix™ American Elm	Ulmus americana 'St Croix' PP20,097	Spring & Fall							185	195		185	195				
Frontier Elm	Ulmus 'Frontier'	Spring & Fall	190	200		180	190	200	185	195	210	185	195		185	195	
Accolade™ Elm	Ulmus 'Morton'	Spring & Fall	190	200		180	190	200	185	195	210	185	195		185	195	
Triumph™ Elm	Ulmus 'Morton Glossy'	Spring & Fall	190	200		180	190	200	185	195	210	185	195		185	195	
Prospector Elm	Ulmus wilsoniana 'Prospector'	Spring & Fall							185	195		185	195		185	195	
	NEW											185	195		185	195	

Pugsley & LaHaie REGULAR CONTRACT Prices for the Suburban Tree Consortium

Revised 8/15/2017

Ball Size Bid On Tree Installation	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"	10' or 4"	12' or 4.5"
	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"	42-47.5"	48-53.5"
2017	64.00	82.00	87.00	114.00	141.00	163.00	197.00
2018	66.00	86.00	91.00	119.00	145.00	167.00	201.00
2019	68.00	88.00	93.00	121.00	147.00	169.00	203.00
2020	69.00	89.00	94.00	122.00	148.00	170.00	204.00
2021 (Spring)	71.00	91.00	96.00	124.00	150.00	172.00	206.00
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:

Delivery for Fall 2016 thru Spring 2017 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:	14.00	16.00	19.00	25.00	30.00	42.00	51.00
Delivery for Fall 2016 thru Spring 2017 from Possibility Place Nursery & Spring Grove Nursery:	17.00	19.00	22.00	30.00	32.00	48.00	57.00
	25.00	28.00	31.00	36.00	41.00	53.00	65.00

Delivery from Fall 2017 thru Fall 2018 from Wilson, Klehm & Fiore Nurseries:

Delivery for Fall 2017 thru Fall 2018 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:	15.00	17.00	20.00	27.00	32.00	44.00	53.00
Delivery for Fall 2017 thru Fall 2018 from Possibility Place Nursery & Spring Grove Nursery:	18.00	21.00	24.00	32.00	34.00	50.00	60.00
	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:

Delivery for Spring 2019 thru Fall 2019 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:	16.00	18.00	21.00	28.00	33.00	45.00	54.00
Delivery for Spring 2019 thru Fall 2019 from Possibility Place Nursery & Spring Grove Nursery:	19.00	22.00	25.00	33.00	35.00	51.00	61.00
	27.00	31.00	34.00	39.00	44.00	54.00	69.00

Delivery from Spring 2020 thru Fall 2020 from Wilson, Klehm & Fiore Nurseries:

Delivery for Spring 2020 thru Fall 2020 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:	16.00	18.00	21.00	28.00	33.00	45.00	54.00
Delivery for Spring 2020 thru Fall 2020 from Possibility Place Nursery & Spring Grove Nursery:	19.00	22.00	25.00	33.00	35.00	51.00	61.00
	27.00	31.00	34.00	39.00	44.00	54.00	69.00

Delivery from Spring 2021 thru Fall 2021 from Wilson, Klehm & Fiore Nurseries:

	17.00	19.00	22.00	29.00	34.00	46.00	55.00
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Delivery for Spring 2021 thru Fall 2021 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:				
20.00	23.00	26.00	34.00	52.00
62.00				
Delivery for Spring 2021 thru Fall 2021 from Possibility Place Nursery & Spring Grove Nursery:				
28.00	32.00	35.00	40.00	55.00
70.00				
Delivery from Spring 2022 thru Fall 2022 from Wilson, Klehm & Fiore Nurseries:				
18.00	20.00	23.00	30.00	35.00
47.00				
Delivery for Spring 2022 thru Fall 2022 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:				
21.00	24.00	27.00	35.00	37.00
53.00				
Delivery for Spring 2022 thru Fall 2022 from Possibility Place Nursery & Spring Grove Nursery:				
29.00	33.00	36.00	41.00	46.00
56.00				
71.00				
Mulch Fall 2016 thru Fall 2018				
8.00	9.00	10.00	11.00	12.00
13.50				
Mulch Spring 2019 thru Fall 2019				
9.00	10.00	11.00	12.00	13.00
14.50				
Mulch Spring 2020 thru Fall 2020				
10.00	11.00	12.00	13.00	14.00
15.50				
Mulch Spring 2021				
11.00	12.00	13.00	14.00	15.00
16.50				
Mulch Spring 2022				
12.00	13.00	14.00	15.00	16.00
17.50				
2018 Season				
Gator Bag Brand Water Bags				
Generic Water Bags				
	19.17			
	12.00			
Delivery Fuel Surcharge				
Per Tree Cost	Per Gallon \$3.00-\$4.00	Per Gallon \$4.01-\$5.00	Per Gallon \$5.01-\$6.00	Per Gallon \$6.01+
1.00	2.00	3.00	4.00	

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

Ball Size Bid On Tree Installation	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"
	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"
2017	128.00	148.00	180.00	224.00	284.00
2018	129.00	150.00	182.00	226.00	287.00
2019	131.00	152.00	184.00	228.00	289.00
2020	133.00	154.00	186.00	230.00	291.00
2021 (Spring)	135.00	156.00	188.00	232.00	293.00
2022	141.50	163.50	197.00	243.00	307.00
Delivery from Fall 2016 thru Spring 2017 from Wilson, Klehm & Fiore Nurseries:					
	16.00	20.00	23.00	27.00	35.00
Delivery from Fall 2016 thru Spring 2017 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:					
	19.00	23.00	28.00	33.00	42.00
Delivery from Fall 2016 thru Spring 2017 from Possibility Place Nursery & Spring Grove Nursery:					
	26.00	30.00	34.00	41.00	46.00
Delivery from Fall 2017 thru Fall 2018 from Wilson, Klehm & Fiore Nurseries:					
	17.00	21.00	24.00	28.00	37.00
Delivery from Fall 2017 thru Fall 2018 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:					
	20.00	24.00	29.00	34.00	43.00
Delivery from Fall 2017 thru Fall 2018 from Possibility Place Nursery & Spring Grove Nursery:					
	27.00	31.00	35.00	42.00	47.00
Delivery from Spring 2019 thru Fall 2019 from Wilson, Klehm & Fiore Nurseries:					
	18.00	22.00	25.00	29.00	38.00
Delivery from Spring 2019 thru Fall 2019 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:					
	21.00	25.00	30.00	35.00	44.00
Delivery from Spring 2019 thru Fall 2019 from Possibility Place Nursery & Spring Grove Nursery:					
	28.00	32.00	36.00	43.00	48.00
Delivery from Spring 2020 thru Fall 2020 from Wilson, Klehm & Fiore Nurseries:					
	19.00	23.00	26.00	30.00	39.00
Delivery from Spring 2020 thru Fall 2020 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:					
	22.00	26.00	31.00	36.00	45.00
Delivery from Spring 2020 thru Fall 2020 from Possibility Place Nursery & Spring Grove Nursery:					
	29.00	33.00	37.00	44.00	49.00
Delivery from Spring 2021 from Wilson, Klehm & Fiore Nurseries:					
	20.00	24.00	27.00	31.00	40.00

Delivery from Spring 2021 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:

23.00 27.00 32.00 37.00 46.00

Delivery from Spring 2021 from Possibility Place Nursery & Spring Grove Nursery:

30.00 34.00 38.00 45.00 50.00

Delivery from Spring 2022 from Wilson, Klehm & Fiore Nurseries:

22.50 26.75 30.25 34.75 44.75

Delivery from Spring 2022 from Hinsdale, Beaver Creek, Doty, Goodmark & McHenry County Nurseries:

25.75 30.25 36.00 41.50 51.50

Delivery from Spring 2022 from Possibility Place Nursery & Spring Grove Nursery:

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

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

Delivery Fuel Surcharge

Per Gallon \$3.00-\$4.00 Per Gallon \$4.01-\$5.00

Per Gallon \$5.01-\$6.00

Per Gallon \$6.01+

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

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

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Representations and Warranties**

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

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

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

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

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

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

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

To the Vendor:

See Exhibit A

With a copy to:

Attention:

Facsimile:

To WCMC:

West Central Municipal Conference

2000 Fifth Ave., Bldg N

River Grove, IL 60171

Attention: Richard Pellegrino, Executive
Director

Facsimile: 708-453-9101

With a copy to:

Del Galdo Law Group, LLC

1441 South Harlem Avenue

Berwyn, Illinois 60402

Attention: Michael T. Del Galdo

Facsimile: 708-222-7001

23. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

Executed:

VENDOR
Wilson Nurseries, Inc.
Name of Vendor

By: [Signature]
Signature

Its: VP
Title

**SUBURBAN TREE
CONSORTIUM**

By: [Signature]
Kerstin G. von der Heide

Its: President
President

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

By: [Signature]
Richard F. Pellegrino

Its: _____
Executive Director

CONTRACT 2

SUBURBAN TREE CONSORTIUM AND WEST CENTRAL MUNICIPAL CONFERENCE VENDOR AGREEMENT

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.

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

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

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

2.

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

3.

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

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

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

4. **Performance and Payment Bond or Letter of Credit.** If WCMC determines that it is necessary or desirable, the Vendor shall furnish to WCMC a performance and payment bond or a letter of credit in a form reasonably acceptable to WCMC and with a surety or sureties reasonably acceptable to WCMC to ensure the protection of those furnishing material, equipment or labor in connection with the Services and to ensure the completion of the work to be performed under this Agreement. The sum of each bond shall be One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00) or the sum of the letter of credit shall be One Hundred Thousand and No/100 U.S. Dollars (\$100,000.00).

5. **Tree Supply Source and Transportation.** The Vendor shall transport the selected trees to the Participating Municipalities from the nursery(s). All nursery stock shall be grown and supplied within an eighty-five (85) mile radius of Chicago. A list of the nurseries where the planting stock has been tagged and a contact person at the nursery shall be given to the Vendor by the WCMC. The Vendor shall coordinate the collection and delivery process.

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

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

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

6. **Tree Planting Locations and JULIE.** The Participating Municipalities shall have the tree planting locations marked or staked in the field 30 days prior to planting. The Participating Municipalities shall provide the Vendor with a map and list of planting locations by species. The Vendor shall have the JULIE service locate utilities at each planting location. Any additions made by the Participating Municipalities to the original order must notify the Vendor 30 days before the scheduled planting date.

7. **Tree Planting Procedures.** The WCMC, STC and Participating Municipalities recognize that prominent individuals and institutions advocate various planting methods. The following specifications have been developed considering all opinions, field experience in the municipal setting, and applicable portions of the *International Society of Arboriculture Best Management Practices: Tree Planting (2005)*, the *ANSI A300 (Part 6) - 2012 Transplanting*, and the Illinois Green Industry Association specification titled *Shade tree planting with low profile package* (<http://www.ina-online.org/pdfs/Treespecs07/ShadeTreeLowProfile1.pdf>).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Completion Requirements.** The Vendor shall begin planting trees by October and shall finish by November 30 for the fall planting season and shall begin planting by April 1 and shall finish by May 30 for the spring planting season. Trees shall be dug at the appropriate time depending on weather and other site conditions. Additional time may be granted upon the prior written approval of WCMC. Any delays that lengthen the planting time shall also lengthen the time for mortality evaluations. Each Participating Municipality that delays digging or planting shall be responsible for any mortalities resulting therefrom.

11. **Mortality Evaluation.** The Vendor shall participate in an annual public tree mortality evaluation with each Participating Municipality, and a representative of WCMC, when appropriate, to ascertain the reasons why trees purchased under this Agreement may have died, evaluate responsibility for their replacement and to determine what measures can be taken to reduce such losses in the future. Trees shall be considered a mortality if they are determined to be dead or fail to thrive. Each evaluation shall be held in each Participating Municipality and shall include as participants such representatives of the Participating Municipality, WCMC and the Vendor as is deemed necessary or appropriate. Determining problems shall generally be the responsibility of the Participating Municipality. Proper guidelines are listed in Manual of Woody Landscape Plants, Selecting and Planting Trees and Street Tree Fact Sheets. Other problems, including depth of planting, failure of plant to leaf out and an excess of mulch are generally considered to be the responsibility of the Vendor and/or nursery.

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

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

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

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

Pricing shall be in accordance with this Agreement.

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

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

16. **Payment.** Payment will be made within forty-five (45) calendar days after WCMC receives an invoice and the trees, materials, components, supplies, workmanship and the Services contained in the invoice have been inspected and verified, if applicable. All invoices shall include an itemized account of each Participating Municipality's tree purchases, the revisions and/or cancellations that each Participating Municipality made to the specifications or order forms and a list of planting and delivery charges, if applicable. All invoices shall be sent to WCMC in accordance with the notice provisions contained herein.

17. **Taxes & Payments to Third Parties.** WCMC and the Participating Municipalities do not pay Federal excise tax or Illinois retailers' occupational tax and, therefore, these taxes should not be considered in the price for the Services. The Parties also acknowledge that, except as otherwise set forth in this Agreement, WCMC shall have no obligation to pay any entity or person other than the Vendor, and the Vendor, its permitted successors and permitted assigns shall be obligated to make direct payments to any other entity, independent contractors, subcontractors, person or entity providing services or materials in connection with the Services or this Agreement. Moreover, WCMC shall not withhold from the payments to the Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax or any other amounts for the benefit of the Vendor. WCMC shall not provide to the Vendor any insurance coverage or benefits, including Workers' compensation, normally provided by WCMC to its employees.

18. **Indemnification.** To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless WCMC, its past and present officials (whether elected or appointed), employees, directors, agents, officers, representatives, attorneys, independent contractors and the Participating Municipalities and their past and present officials (whether elected or appointed), employees, directors, agents, officers, representatives, attorneys, independent contractors and the successors, predecessors, executors, administrators, heirs, beneficiaries, legatees and assigns of such persons and entities (collectively, the "WCMC Indemnified Parties") from and against any and all claims, losses, demands, liability, penalties, liens, encumbrances, obligations, causes of action, costs and expenses (including reasonable attorneys' fees, paralegal fees, witness fees and court costs), deaths, injuries and damages (whether actual or punitive), suits or judgments by, to or on behalf of any person, firm, corporation or entity: (i) arising from or in any way related to the performance of the Services or the installation or maintenance of any tree, material component, supply or workmanship delivered or requested pursuant to this Agreement; (ii) arising from or in any way related to any breach or default on the part of the Vendor in performing any of its obligations under this Agreement; (iii) arising from or in any way related to any negligent or willful act or omission of the Vendor or any of its independent contractors, subcontractors, employees, agents or representatives; (iv) arising from or in any way related to any act, omission or negligence of the Vendor or any person or entity claiming through or under the Vendor, or of the contractors,

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

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

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

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

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

20. Representations and Warranties

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

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

21.

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

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

22.

Illinois Prevailing Wage Act; Participating Municipality's Certification. The Participating Municipality requesting the Services to be performed under this Agreement has determined that the Services are not a "public work" within the meaning of the Illinois Prevailing Wage Act (820 ILCS 130/.01 *et seq.*) (the "Act"). WCMC and STC lack information about the Participating Municipality's past and future development plans with regard to the Services sought hereunder and accordingly enter into this Agreement solely in reliance upon the Participating Municipality's determination. This Agreement shall not be binding on any Party unless and until the Participating Municipality's certification, attached hereto as Exhibit A, is executed and attached.

23.

Notices. Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

To the Vendor:

See Exhibit B

With a copy to:

Attention:
Facsimile:

To WCMC:

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

With a copy to:

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

24. Miscellaneous Provisions.

A. **Construction and Governing Law.** Construction and interpretation of this Agreement shall at all times and in all respects, be governed by the laws of the State of Illinois, without regard to its conflicts of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Cook County.

B. **Drafter Bias.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, and this Agreement is a compilation of such negotiations. The Vendor and WCMC acknowledge that they have had an opportunity to review and revise this Agreement and have it reviewed by legal counsel, if desired, and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement.

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

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

(SIGNATURE PAGE TO FOLLOW)

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

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

Executed:

VENDOR

Pugsley & LaMaille

Name of Vendor

By: [Signature]

Signature

Its: Client Rep

Title

**SUBURBAN TREE
CONSORTIUM**

By: [Signature]

Kerstin G. von der Heide

Its: President

President

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

By: [Signature]

Richard F. Pellegrino

Its: Executive Director

Executive Director