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**THE VILLAGE OF TINLEY PARK**  
**Cook County, Illinois**  
**Will County, Illinois**

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**RESOLUTION**  
**NO. 2018-R-085**

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**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN THE VILLAGE OF TINLEY PARK AND THE SUBURBAN TREE CONSORTIUM  
OF RIVER GROVE, IL FOR THE PARKWAY TREE PLANTING PROGRAM FOR FY19**

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**JACOB C. VANDENBERG, PRESIDENT**  
**KRISTIN A. THIRION, VILLAGE CLERK**

**MICHAEL J. PANNITTO**  
**BRIAN H. YOUNKER**  
**CYNTHIA A. BERG**  
**WILLIAM P. BRADY**  
**MICHAEL W. GLOTZ**  
**JOHN A. CURRAN**  
**Board of Trustees**

**RESOLUTION NO. 2018-R-085**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE SUBURBAN TREE CONSORTIUM OF RIVER GROVE, IL FOR THE PARKWAY TREE PLANTING PROGRAM FOR FY19**

**WHEREAS**, the Village of Tinley Park, Cook and Will Counties, Illinois, is a Home Rule Unit pursuant to the Illinois Constitution of 1970; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have considered entering into an Intergovernmental Agreement with the Suburban Tree Consortium, a true and correct copy of such Intergovernmental Agreement being attached hereto and made a part hereof as **EXHIBIT 1**; and

**WHEREAS**, the Corporate Authorities of the Village of Tinley Park, Cook and Will Counties, Illinois, have determined that it is in the best interests of said Village of Tinley Park that said Agreement be entered into by the Village of Tinley Park;

**NOW, THEREFORE, Be It Resolved** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will Counties, Illinois, as follows:

**Section 1:** The Preambles hereto are hereby made a part of, and operative provisions of, this Resolution as fully as if completely repeated at length herein.

**Section 2:** That this President and Board of Trustees of the Village of Tinley Park hereby find that it is in the best interests of the Village of Tinley Park and its residents that the aforesaid "Intergovernmental Agreement" be entered into and executed by said Village of Tinley Park, with said Agreement to be substantially in the form attached hereto and made a part hereof as **EXHIBIT 1**, subject to review and revision as to form by the Village Attorney.

**Section 3:** That the President and Clerk of the Village of Tinley Park, Cook and Will Counties, Illinois are hereby authorized to execute for and on behalf of said Village of Tinley Park the aforesaid Agreement.

**Section 4:** That this Resolution shall take effect from and after its adoption and approval.


**ADOPTED** this 16th day of October, 2018, by the Corporate Authorities of the Village of Tinley Park on a roll call vote as follows:

**AYES:** Pannitto, Berg, Brady, Glotz, Curran

**NAYS:** None

**ABSENT:** Younker

**APPROVED** this 16th day of October, 2018, by the President of the Village of Tinley Park.

ATTEST:  
  
Village Clerk

  
Village President

**EXHIBIT 1**

**THE SUBURBAN TREE CONSORTIUM  
INTERGOVERNMENTAL AGREEMENT**

**ORDINANCE FOR MEMBERSHIP-EXHIBIT A**

**AN ORDINANCE AUTHORIZING PARTICIPATION IN THE  
SUBURBAN TREE CONSORTIUM**

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

**WHEREAS**, Chapter 65 of ILCS 5/11-73.1-1 entitled "Municipal and Joint Municipal Tree Planting Programs", authorizes municipalities to jointly enter into long term contracts for the purchase and delivery of trees; and

**WHEREAS**, the Village of Tinley 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 is a long term plan for the planting of trees on property located within the municipality.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Tinley Park Cook & Will County, Illinois as follows:

**SECTION I.** That the President and Village Clerk are hereby authorized to accept on behalf of the municipality the contracts and bylaws of the Suburban Tree Consortium. A copy of the contracts and bylaws as currently amended are appended to and made part of this Ordinance for Membership as Exhibit A.

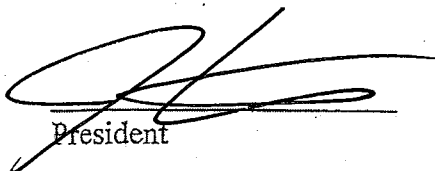
**SECTION II.** The participation of this governmental entity, as a member of the agency, shall commence on the date membership of this community is accepted by the Board of Directors of the Suburban Tree Consortium. The municipality shall appoint a representative to the STC Board.

**SECTION III.** This ordinance shall be in full force and effect from and after its passage and approval as by Statute in such case made and provided. This ordinance shall be published in pamphlet form as provided by law.

**ADOPTED** by the President and Board of Trustees of the Village of Tinley Park, Cook and Will County, Illinois, this 16th day of October, 2018.

**APPROVED:**

**ATTEST:**

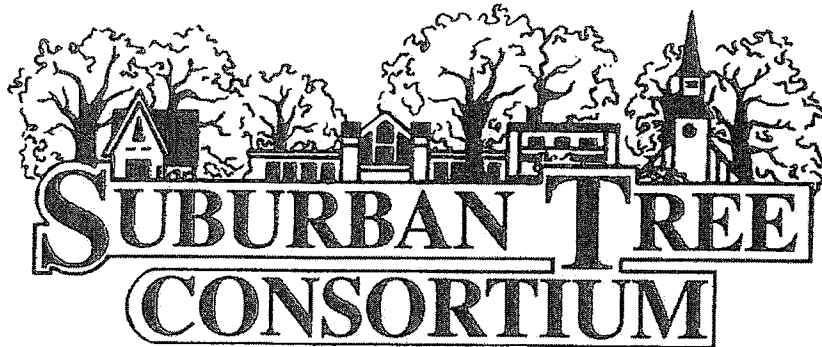
  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Clerk

# **EXHIBIT A**

**SUBURBAN TREE CONSORTIUM**

**BY-LAWS REVISED 03/10/16**



# ***BY-LAWS REVISED 03/10/16***

## **ARTICLE I**

### **PURPOSE**

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

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

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

## ARTICLE II

### POWERS

The powers of STC are as follows:

- To enter into contracts, for the performance of services directly related to this venture;
- To employ agents and consultants for the operation and maintenance of a system for the growing, planting, and care of trees;
- All powers necessary and incidental to carrying out the purposes set forth in Article I of this agreement.

## ARTICLE III

### PARTICIPATION

- A. Membership shall be limited to Chicago Metropolitan municipalities within a sixty (60) mile radius of the City of Chicago.
- B. To apply for membership a municipality shall submit to the STC:
1. A certified copy of an ordinance passed by the municipality's governing board authorizing membership in the STC. This ordinance shall acknowledge the municipality's acceptance of all existing STC contracts; each municipality is responsible for its individual debts and liabilities incurred while a member of the STC; the remaining STC members shall not absorb another member's debts and liabilities by default; that the municipality's needs are compatible with the STC; and the appointing of a designated official and alternate to the STC Board. Such ordinance shall be substantially similar to the ordinance for membership attached as Exhibit A.
  2. Payment of membership fee of \$575.00 to the STC.
  3. Upon receipt of the ordinance for membership and fee, the STC Board of Directors shall motion the application at the Board's next regular meeting. New members shall be admitted by a majority vote of the Board of Directors.

- C. Provide a certified copy of the resolution of intent to the STC with the annual membership renewal and is attached as Exhibit B.
- D. Current member municipalities shall annually at the start of the new fiscal year (May 1) pay membership dues of \$575.00, or as amended.
- E. Only member municipalities who have paid all dues, fees and other charges may vote and participate in STC functions.

#### ARTICLE IV

##### BOARD OF DIRECTORS

- A. There is hereby established, for the STC, a Board of Directors which shall consist of one designated official, or alternate, of each member municipality.
- B. The Board of Directors shall determine general policy of the STC, and shall have the responsibility for the hiring of consultants, approval of amendments to this agreement, approval of the acceptance of new members, and approval of the annual budget of the STC.
- C. Each municipality that is a member of the STC shall be entitled to one seat on the Board of Directors and shall be entitled to one vote thereon. Such one vote may be cast only by the designated official or designated alternate.
- D. Each designated official shall serve on the Board until a successor is appointed by his or her municipality. When such designated official ceases to be an officer of the member municipality appointing such officer, the official shall cease to be a Board member of STC.
- E. The Board of Directors may establish rules governing its own conduct and procedures and have such express or implied authority as is not inconsistent with or contrary to the laws of the State of Illinois or this Agreement.
- F. Unless otherwise specified in this agreement, all business by such Board of Directors shall consist of a majority vote of the membership present at the meeting or submitting votes in advance. Due to the nature of multiple municipal responsibilities and the need to proceed with matters of business in a timely fashion, voting may be conducted in person at any board meeting and by telephone, facsimile or electronic-mail before the board meeting by members unable to attend in person. A majority shall be one (1) more than half the combined total votes cast in person plus those submitted before the meeting. All such voting activities shall be



recorded by the STC Secretariat.

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

## **ARTICLE V**

### **BOARD OF DIRECTORS MEETINGS**

- A. Regular meetings of the Board of Directors shall be held twice per year. Special meetings of the Board of Directors may be called by its President, or shall be called upon written request by two of its members. Twenty-four (24) hours notice of special meetings shall be given to the official representatives of each member municipality and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at said meetings shall be limited to those items specified in the agenda.
- B. The time, date, and location of regular and special meetings of the Board of Directors shall be determined by the President of the Board of Directors.
- C. Notice of the regular meetings of the Board of Directors shall be given to the designated official of each member municipality at least five (5) days prior to such meeting, and an agenda for such meeting shall accompany the notice; however, such meeting shall not be limited to the matters set forth in such agenda.
- D. All business which requires a vote shall be as set forth in Article IV.

## **ARTICLE VI**

### **OFFICERS OF THE BOARD OF DIRECTORS**

- A. Officers shall consist of a President, Vice President, Treasurer, Secretary and Member at Large. All officers shall be elected by the Board of Directors.
- B. Officers shall be elected for a minimum of a two year term and a maximum of a 5 year term and shall serve terms rotating through the positions in a fixed sequence in

the following order: member at large; secretary; treasurer; vice-president and president. New officers shall take office at the adjournment of the summer meeting of the Board of Directors at which they are elected. Nominations for the executive committee positions as listed above will be accepted at the winter meeting, to be voted on at the next summer meeting.

- C. A vacancy shall immediately occur in the office of any officer upon the resignation or death of such person holding such office or upon his/her ceasing to be an officer or employee of any member government. Upon a vacancy occurring in the office of any officer, the Board of Directors may appoint a successor to fill the vacancy. The rotation of officers may be advanced one year before the vacancy has been filled if the Board of Directors finds this advisable.
- D. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the STC would be served thereby.
- E. The President shall be the principal executive officer of the STC and shall in general supervise and control all of the business and affairs of the STC. In general, the President shall perform all duties incident to the office of President and such other duties consistent with this agreement as may be prescribed by the Board of Directors from time to time.
- F. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President including the authority to sign instruments which have been authorized for execution by the Board of Directors; and when so acting, shall have all the restrictions as that of President.
- G. The Executive Committee, consisting of the President, Vice-President, Treasurer, Committee Liaison and Member At-Large will be responsible for reporting and working with all STC committees, and carrying out the decisions of the majority of the members.
- H. The STC shall contract for services for a Secretariat to perform the various functions, which include but are not limited to the following:
  - (a) Keep the minutes of the Board of Directors meetings in one or more books provided for that purpose;
  - (b) See that all notices are duly given in accordance with the provisions of this Agreement;
  - (c) Be custodian of the records of the STC;

- (d) Have charge and custody of and be responsible for all funds and securities of the STC;
  - (e) Receive and process invoices for monies due and payable to the STC from any source whatsoever;
  - (f) In general, perform all the duties incident to the office of Secretariat and such other duties as from time to time may be assigned by the President or the Board of Directors. A Memorandum of Understanding specifying the dollar amount of the Secretariat Service shall be renewed annually by the Board of Directors.
- I. Officers shall serve without compensation from the STC except that they shall be reimbursed for authorized out-of-pocket expenses made on behalf of the Consortium.
  - J. The Board of Directors shall have the authority to contract with other municipal bodies for use of Consortium facilities, equipment, and programs and to establish appropriate charges therefore.
  - K. At each regular meeting of the Board of Directors, the Secretariat, along with the Treasurer, shall report budget and financial transactions since the previous regular meeting.
  - L. The President shall present a full report of his activities at each regular meeting of the Board of Directors.
  - M. The Board of Directors shall (as provided for in the approved budget) have the authority to hire, fix the salary of, and remove the Program Consultants for the STC.

## ARTICLE VII

### FINANCES

- A. The fiscal year of the STC shall end on April 30th of each year.
- B. An Annual Budget shall be prepared by the Secretariat. At the winter meeting each year, the Board of Directors shall adopt the budget by a majority vote of all the members and shall submit the budget at the winter meeting to each member municipality for inclusion in its budget deliberation and approval. The budget will become effective at the beginning of the next fiscal year, which begins on May 1. Total budgeted expenditures for the STC may not be exceeded unless authorized by each elected legislative body of each participating municipality.

- C. Each member will take all internal required actions to authorize the funds necessary to meet its obligations under the by-laws of the STC.
- D. All STC expenditures, with the exception of nursery and planter payments, will be made under the signatures of the office of Secretariat. Any expenditure over \$500.00 must be approved by the STC Executive Committee by a majority vote. Any member reserves the right to request any expenditure to be voted on by the full STC membership. Such a vote would require a majority rule.

### ARTICLE VIII

#### CONTRACTS ON BEHALF OF THE STC

- A. The Board of Directors may authorize any officer or officers, agent or agents to enter into any authorized contract or execute and deliver any instrument in the name of and on behalf of the STC, and such authority may be general or confined to specific instances. In general, the office of the Secretariat will sign and execute all transactions for the STC.
- B. No loans shall be contracted on behalf of the STC, and no evidences of indebtedness shall be issued in its name.
- C. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the venture, shall be signed by office of the Secretariat of the venture and in such manner as shall from time to time be determined by resolution of the Board of Directors.

### ARTICLE IX

#### WITHDRAWAL, TERMINATION, AND DISSOLUTION

- A. Any participating municipality may at any time give certified written notice of withdrawal from the STC. Any participating municipality may withdraw at any time, with the consent of a majority vote of the members. Certified written notice is defined as a certified copy of the member's village board minutes where a majority vote of the board is in favor of terminating their STC membership. The village clerk will be required to send a certified copy of the board minutes to the Suburban Tree Consortium Coordinator.

- B. Upon any such withdrawal:
1. Withdrawal shall not take effect for a period of one (1) year from date of such notification;
  2. Fiscal year dues will not be refunded.
3. Upon withdrawal, the withdrawing member shall continue to be responsible:
- a) For 100% of its current fiscal year dues, which are non-refundable.
  - b) For any contractual obligations for a period of one year from the date of certified written notification.

## ARTICLE X

### LIABILITY AND PROPERTY

- A. Except as otherwise provided by individual contracts, all participating municipalities in the STC shall be liable for the debts and liabilities of STC, with the exception of purchases made directly by individual municipalities. Each participant shall indemnify and hold harmless any other member for any loss, cost or expense that may be imposed upon such other member in excess of its proportionate liability.
- B. All property including any copyrights or patents acquired by the STC shall be owned in common by the parties to the STC in equal shares, unless otherwise determined in writing by all parties.

## ARTICLE XI

### AMENDMENT

- A. Amendment to this Agreement may be proposed by any member of the Board of Directors. The Amendment shall be submitted to the Board of Directors at least

thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered. The proposed amendment shall be considered by the Board of Directors and a copy thereof, and its reasons therefore, mailed to the Board members at least fifteen (15) days prior to the meeting at which such proposed amendment is to be considered.

- B. A majority vote of the Board of Directors shall be required to recommend any amendments to this Agreement to the governing body of the municipalities.

MUNICIPALITY	ADDRESS	CITY	ZIP	Name	Phone	Cell Phone	Fax
Village of Arlington Heights	222N Ridge Ave	Arlington Heights	60005	Dru Sabatello	(847)-368-5800	847-809-6058	(847)-577-5930
Village of Arlington Heights				Brian Crawford	(847) 368-5842	224-260-6488	
City of Aurora	1000 Ray Moses Drive	Aurora	60505	William Pauley	(630) 256-3684	630-918-0332	(630) 978-1459
City of Batavia	200 North Raddant Rd.	Batavia	60510	Scott Haines	(630) 454-2400		(630)-879-9058
City of Berwyn	6700 W. 30th St.	Berwyn	60402	Bob Schiller	(708) 749-4700		(708) 749-9503
Village of Brookfield	4545 Eberly Ave	Brookfield	60513	Victor Janus	(708) 485-2540	708-516-1534	(708) 485-6575
Village of Burr Ridge	7660 County Line R.	Burr Ridge	60521	Gary Gatlin	(630)-323-4733 X6040	630-774-2947	(630)-323-4798
Village of Clarendon Hills	1 N. Prospect Ave.	Clarendon Hills	60514	Joe Ferrel	(630) 286-4750	630-816-2566	(630) 286-4769
Village of Deerfield	465 Elm Street	Deerfield	60015	Eric Oscarson	(847) 317-7245	847-719-7462	(847) 945-0214
City of Des Plaines	1111 Joseph Schwab Rd	Des Plaines	60016	Howard Moser	(847) 391-5473	(847) 391-5471	(847) 297-6801
Village of Downers Grove	5101 Walnut Ave.	Downers Grove	60515	Kerstin von der Heide	(630)-434-5475	(630) 878-7504	(630)-434-5495
City of Elmhurst	209 N. York St.	Elmhurst	60126	Mark Stevens	(630) 530-3126	(630) 330-0900	(630) 530-3048
City of Evanston	2020 Asbury Ave	Evanston	60201	Mark Younger	(847)-448-8061	847-878-1684	(847)-866-2902
City of Geneva	1800 South St.	Geneva	60134	Chris Bong	(630)-232-1501		(630)-208-1503
Village of Glendale Heights	1635 Glen Ellyn Rd	Glendale Heights	60139	Vince Cassata	(630)-260-6060		(630)-260-6733
Village of Glen Ellyn	30 S. Lambert	Glen Ellyn	60137	Julius Hansen	(630)469-6756		(630) 469-3128
Village of Glenview	1333 Shermer Rd.	Glenview	60025	Roy Fickel	(847) 904-4522	847-376-0160	(847) 724-1345
City of Hickory Hills	8652 W. 95th St.	Hickory Hills	60457	Susan Lehr	(708)-598-7855		(708)-598-4705
Village of Hinsdale	19 E. Chicago Ave.	Hinsdale	60521	John Finnell	(630)-789-7043		(630)-789-7046
Village of Kenilworth	419 Richmond Road	Kenilworth	60043	Kevin Zcoli	(847) 251-1666	(847)561-9038	(847) 251-3908
Village of LaGrange Park	447 N. Catherine Ave.	LaGrange Park	60526	Brendan McLaughlin	(708)-352-2922	(708) 446-4493	(708)-354-9942
Village of LaGrange	320 East Ave.	LaGrange	60525	Don Wachter	(708)-579-2328	(708) 528-6286	(708)-579-2330
Village of Lincolnwood	7001 N Lawndale	Lincolnwood	60712	Mark Duntemann	(847) 745-4716		(847) 673-9382
Village of Lisle	925 Burlington Ave.	Lisle	60532	Duane Henry	(630) 271-4180	708-341-9261	(630) 271-4195
Village of Lombard	255 E. Wilson Ave.	Lombard	60148	Eric Hendrickson	(630) 620-5985	(630) 306-2838	(630) 620-5982
Village of Maywood	40 E. Madison St.	Maywood	60153	John West	(708) 344-1200	(708) 491-8842	(708) 344-8380
Village of Mundelein	440 E. Crystal St.	Mundelein	60060	Craig Schaul	(847) 949-3270	847-878-1356	(847) 949-9208
Village of New Lenox	701 W. Haven Ave.	New Lenox	60451	Jeff Smith	(815) 485-6452	(815) 260-0133	(815) 485-7726
Village of Northbrook	655 Huehl Road	Northbrook	60062	Terry Cichocki	(847) 664-4125	(630) 464-5570	(847) 272-3629
Village of Northlake	100 W Palmer	Northlake	60164	Dale Roberts	(708) 562-0940		(708) 562-0966
Village of Oak Lawn	9446 Raymond Ave.	Oak Lawn	60453	Matt Basile	(708)-499-7098	708-516-4605	(708)-499-7065
Village of Oak Park	201 South Blvd	Oak Park	60302	Joe Wywrot	(708)-358-5700	(708) 724-3856	(708)-358-5711
City of Park Ridge	505 Butler Pl.	Park Ridge	60068	Tony Gliot	(847)-318-5231	(847) 917-5111	(847)-318-5562
Village of Plainfield	14400 Coil Plus Dr.	Plainfield	60544	T.J. Countryman	(815) 436-3577 x502	(815) 693-8007	(815) 254-9304
Village of Riverside	3860 Columbus Blvd.	Riverside	60546	Mike Collins	(708) 442-3590	(708) 243-4335	(708) 442-5694

MUNICIPALITY	ADDRESS	CITY	ZIP	Name	Phone	Cell Phone	Fax
Village of Sugar Grove	10 Municipal Dr	Sugar Grove	60554	Geoff Payton	(630) 466-4507	(630) 461-4759	(630) 466-1083
Village of Western Springs	740 Hillgrove Ave.	Western Springs	60558	Bob Goodman	(708) 246-1800		(708) 246-0284
Village of Westmont	31 W. Quincy St.	Westmont	60559	Jonathan Yeater	(630)-981-6285		(630)-829-4478
Village of Wheeling	77 W Hintz Road	Wheeling	60090	Lori Hazlewood	(847) 279-6951	(847) 561-1079	(847)-279-6420



STATE OF ILLINOIS        )  
COUNTY OF COOK        )     SS  
COUNTY OF WILL        )

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2018-R-085, "A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF TINLEY PARK AND THE SUBURBAN TREE CONSORTIUM OF RIVER GROVE, IL FOR THE PARKWAY TREE PLANTING PROGRAM FOR FY19," which was adopted by the President and Board of Trustees of the Village of Tinley Park on October 16, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

  
\_\_\_\_\_  
KRISTIN A. THIRION, VILLAGE CLERK