

**CHAPTER 2**  
**LANDSCAPING**

**SECTION:**

- 13-2-1: General Landscape Requirements**
- 13-2-2: Landscape Improvement Deposit**
- 13-2-3: Landscape Requirements for Business/Commercial Developments**
- 13-2-4: Landscape Requirements for Subdivisions**
- 13-2-5: Landscape Requirements In Public Right-Of-Way**
- 13-2-6: Landscape Requirements for Stormwater Detention Facilities**
- 13-2-7: Penalties**
- 13-2-8: Appendices**

**13-2-1: GENERAL LANDSCAPE REQUIREMENTS**

**A. Installation and Maintenance**

Plant installation and maintenance methods must conform to the specifications outlined in the Village of Lincolnshire Open Space Landscaping Standards. When designing a landscape plan, consideration must also be given to snow plowing and de-icing operations, access for utilities, and safety issues such as maintaining proper sight lines and not obscuring light fixtures.

To ensure the health and vitality of landscape plantings a comprehensive maintenance program must be developed and implemented. The plan should include, as a minimum, insect and disease control, mulching, pruning, fertilization, weed control, and watering.

**B. Replacements and Inspections**

1. All required landscaping will be inspected periodically. Any discrepancy between the approved landscape plans and the existing conditions will be noted and the property owner/developer will be notified by the Village of required replacements. With the exception of large scale tree replacements, all plants that die shall be replaced within forty five (45) days or during the next available planting season to ensure the plan is continuously adhered to. Non-compliance with this established time frame will result in the assessment of fines, set forth in the Comprehensive Fine Schedule, Chapter 17, of Title 1 of this Code.

2. Large scale tree replacements are tree replacements that will impact more than 20% of the total tree population located on the property. These large scale tree replacements will be reviewed by the Village on a case per case basis.
  - a. Most properties have an approved landscape plan. These plans were approved by Village staff, the Architectural Review Board and/or the Village Board with specific landscaping criteria. If tree replacements are due to a region wide infestation or disease, as determined by the U.S. Department of Agriculture, alternate replacement species will be selected. Village staff shall work with the property owner to select appropriate replacements for species impacted by the infestation or disease. This would include, but not be limited to, recognition of shape, form, seasonal interest, and the need for diversity to prevent future devastation due to infestation or disease.
  - b. If large scale replacements are required, it may be necessary for the property owner to establish a replacement plan. This plan outlines the following:
    - i. location, tree species, size in DBH and date of removal for each tree to be removed.
    - ii. location, tree species, size in DBH and date for replacement of each tree to be installed. Care shall be taken to replace trees with the most visual significance first. For example trees serving a functional purpose, i.e. screening or those located at the front of the property should be replaced before trees at the back of the property or in low visibility areas.
    - iii. if tree replacements for an entire species are required, and the total number is more than 20% of the entire site tree inventory, replacements are not required to be the same size as other existing species or previously planted at the same time as those being removed. However, they shall not be less than the size specified in the approved landscape plan. If there is no approved landscape plan, single stem trees shall not be less than 2.5" DBH, clump and evergreen varieties shall not be less than 8 feet in height.
    - iv. evergreen trees shall be replaced with evergreen trees and deciduous trees shall be replaced with deciduous trees.
    - v. the replacement plan shall be for a specified period of time and shall not exceed five years.
  - c. A tree replacement plan shall be provided before any removals are to take place, unless the tree(s) to be removed are considered to be a hazard and/or a life and safety issue. In this instance the plan shall be provided within thirty (30) days of the removals.

3. To insure continuity with surrounding plant material, with the exception of 2-b-iii above, required landscape replacements must be increased in size from the original plan as follows:
  - a. Deciduous shade trees: one-half inch (1/2") DBH per year.
  - b. Ornamental trees: one foot (1') in height per year.
  - c. Evergreen trees: one foot (1') in height per year.

Annual increases in the size of required replacements shall serve to maintain continuity of the landscape design.

C. Landscape Screening:

The visual screening of structures and certain facilities is an important factor in maintaining the character of the community. The intent of landscaping as screening is to provide a visual barrier to certain elements of a site plan which may be considered unattractive or monotonous including the following:

1. **Building Walls:** Plantings of deciduous and evergreen species shall be used to interrupt the view of large expanses of building walls.
2. **Above-Ground Appurtenances/Ground-Installed Equipment:** Trees or shrubs will be planted to fully and continuously obscure all above-ground appurtenances throughout the entire year and in conformance with Title 7-6-5 of the Lincolnshire Municipal Code as it pertains to public utilities. Height of this type of screening shall be a minimum of six inches (6") above the highest point of the equipment to be screened at the time of planting. In no instance shall such screening be required when it conflicts with the provisions of Section 13-2-5 of this Code.
3. **Parking Lots:** Shrubs or small trees not less than four feet (4') in height will be densely planted in groups of ten (10) plants minimum covering at least fifty percent (50%) of the linear length of the parking lot. The spacing of groups should allow for plowing and snow storage. All landscape islands shall be planted with a minimum of one (1) two and a half inch (2.5") DBH deciduous tree.
4. **Special Fencing:** In accordance with Section 6-15-4, a landscape plan must be submitted for review and approval with all applications for a fence or screen except for yard fences which are four feet (4') or less in height. The landscape plan shall indicate:

- a. the location, size, and type of any existing and proposed plant material that will obscure said fence or screen from neighbor's view, adjacent properties and public way(s) and,
- b. that the plant material will provide visual relief throughout the year.

D. Landscape Improvements to Private Property

A Village Site Work Permit must be obtained prior to the start of any landscape improvements which may involve excavation, trenching, or placement of additional soil and/or hardscape materials within the rooting zone of trees, or which may affect drainage patterns on adjacent properties.

**13-2-2: LANDSCAPE IMPROVEMENT DEPOSIT**

- A. Amount of Deposit: The landscape improvement deposit in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the landscape improvements required under this Code or by the Village Board shall be placed in escrow in accordance with the terms of the escrow agreement (See Appendix I). For new buildings and structures, the landscape improvement deposit must be posted for all unfinished work prior to the issuance of a Certificate of Occupancy.
- B. Purpose of Deposit:
  - 1. To pay the actual costs of construction of the landscape improvements, should the owner/developer fail to complete the required work in a timely fashion.
  - 2. To pay the inspection fees of the Village relating to the landscape improvements.
  - 3. To pay the cost of maintaining the landscape improvements for a period of three (3) years after final acceptance by the village.
  - 4. To pay and discharge all claims made by any third party arising out of the installation and construction of the landscape improvements. All such claims must be paid prior to the Village's acceptance of the landscape improvements; provided, however, that if the owner/developer has insurance coverage in sufficient amounts to pay such claims and the owner/developer files with the Village the insurance company's letter indicating that they acknowledge coverage and accept defense of the claim and that the limits of the policy are satisfactory to pay the claim if judgment is entered in favor of said third party, the Village Board may, in its discretion, accept the landscape improvements and

reduce the amount of the landscape improvement deposit for the required three (3) year maintenance period.

5. Any other customary expenses of the owner/developer in meeting any requirements of the Village ordinances pertaining to the landscape improvements, including but not limited to, reasonable fees incurred by the Village in drafting, administering and enforcing the landscape improvement deposit agreement.

C. Alternative Action; Distribution of Funds: An owner/developer may elect to deposit an amount equal to one hundred twenty five percent (125%) of the estimated cost of landscape improvements directly with the Village. The Village, upon the certification of the Village Manager or his designate that the improvements have been completed or partially completed, will pay to the contractor, the amount due under the contract. The Village will also make the distribution of funds from the deposit for the fees and cost of:

1. Inspection fees of the Village relating to the landscape improvements.
2. Maintaining the landscape improvements for a period of three (3) years after acceptance.
3. To pay and discharge all claims made by any third party arising out of the installation and construction of the landscape improvements. All such claims must be paid prior to the Village Board's acceptance of the public improvements or issuance of a certificate of occupancy; provided, however, if the owner/developer has insurance coverage in sufficient amounts to pay such claims and the owner/developer files with the Village the insurance company's letter indicating that they acknowledge coverage and accept defense of the claim and that the limits of the policy are satisfactory to pay the claim if judgment is entered in favor of said third party, the Village Board may, in its discretion, accept the landscape improvements and reduce the amount of the landscape improvement deposit for the required three (3) year maintenance period.
4. Any other costs or expenses in meeting the requirements of the Village, including but not limited to, reasonable attorneys' fees incurred by the Village in drafting, administering and enforcing the landscape improvement deposit agreement.

D. Refunding Deposit: After completion and acceptance of the landscape improvements, the Village will authorize the refund of any residue remaining except for twenty percent (20%) of the original deposit or the amount stipulated in the escrow agreement. The retained amount shall be used for maintenance of the landscape improvements for a period of two (2) years after the date of acceptance and then any balance remaining will be refunded.

- E. Form of Deposit: The landscape improvement deposit shall be posted by such owner or subdivider with the Village Clerk prior to approval of the final plat. Such deposit shall be in the form of an irrevocable letter of credit in favor of the Village and shall be in a penal sum in an amount equal to one hundred twenty five percent (125%) of the estimated cost of the subdivision improvements required under this Code or, in lieu of a letter of credit, a deposit of cash must be acceptable to the Mayor and Board of Trustees, including a completion bond or its equivalent. The irrevocable letter of credit must be from a sound and reputable banking or financial institution (selected by the owner or subdivider and approved in writing by the Village) authorized to issue such irrevocable letter of credit which shall be substantially in the form contained in Appendix II of Chapter 6 of Title 7 of this Code. The landscape improvement deposit shall be established for a period of not less than three (3) years and may be reduced from time to time by the Village as the landscape improvements are accepted by the Village. Any such deposit in lieu of a letter of credit or cash, or other security or guarantee must be acceptable to the Mayor and Board of Trustees in their sole discretion. In the event such deposit in lieu of a letter of credit or cash is accepted, the owner or subdivider shall reimburse the Village, prior to and as a condition of the Village Clerk's execution of the subdivision plat, for all of Village's expenses, legal and otherwise, directly or indirectly resulting from such deposit in lieu of a letter of credit, including but not limited to, any agreements relating thereto. Such cost for the completion of the required subdivision improvements shall be in accordance with cost estimates prepared by the Village and approved by the Mayor and Board of Trustees. If a completion bond or other security or other guarantee is posted, there shall be good and sufficient surety thereon, as approved by the Mayor and Board of Trustees and be in such form as approved by the Village Attorney and conditioned upon the installation and acceptance of said improvements. (amd. Ord. 95-1381-11, eff. 3/13/95)

### **13-2-3: LANDSCAPE REQUIREMENTS FOR BUSINESS/COMMERCIAL**

**DEVELOPMENTS:** The manner in which business/commercial buildings are landscaped reflects strongly on a community's image and commitment to a high quality of life. The intent of the Village's landscaping requirements for business/commercial developments is to achieve and maintain sustainable, functional landscapes, which emphasize the use of plants native to this area to provide year-round color and interest.

- A. Plant Material and Density: The proper selection and placement of plant material is important for function as well as aesthetics. One key to aesthetic landscaping is providing variation in plant species and size. On most sites, five to seven (5-7) species each of shade trees, ornamental trees, and shrubs should be provided as a minimum requirement. Each plan must include a mix of evergreen and deciduous trees, as well as, native shrubs, grasses, and perennials. If screening requirements of a specific site dictate, then the quantity of evergreen trees may be higher.

1. Evergreen and ornamental trees may be used as individual specimens or in groups of three (3) minimum at a spacing not to exceed fourteen feet (14') O.C.
2. Shrubs with a mature height under three feet (3') will be planted four feet (4') O.C. Shrubs with a mature height over three feet (3') will be planted six feet (6') O.C.
3. When applicable, trees and shrubs are to be mulched with organic hardwood mulch. and perennial planting beds are to be mulched with organic leaf mulch. Colored mulches and stone are not acceptable.
4. All areas not designated as parking lots, building pads, water features, or landscape beds, which abut a Village road, must be sodded or established as native prairie, from the building to the road.
5. For those areas proposed as native prairie, a detailed "Natural Areas Establishment and Maintenance Plan" must be submitted for review in addition to the landscape plan.
6. A minimum of 32 trees/acre of green space (lot size minus building foot print and hard surfaces) must be planted according to the following distribution:

<b>TYPE</b>	<b>SIZE</b>	<b>TREES/ ACRE</b>
<b>Deciduous Shade Trees</b>	<b>2" - 2 ½"</b>	<b>6</b>
	<b>3" - 4"</b>	<b>5</b>
	<b>4 ½ " and larger</b>	<b>5</b>
<b>Ornamental Trees</b>	<b>6' - 8'</b>	<b>4</b>
	<b>8 ½' and larger</b>	<b>4</b>
<b>Evergreen Trees</b>	<b>6' - 8'</b>	<b>4</b>
	<b>8 ½' - 10'</b>	<b>4</b>
	<b>10 ½' and larger</b>	<b>2</b>

7. In the event that landscape material is placed within a utility easement, it is the responsibility of the owner of such parcel to maintain and replace, where needed, any materials damaged or destroyed as a result of work in the utility easement.

**B. Landscape Plan Requirements:**

1. If there are existing trees on the site, a Tree Preservation Plan must be submitted in conjunction with the Landscape Plan as outlined in Section 13-1-4.
2. All landscape plans submitted to the Village for review must be prepared and sealed by a licensed landscape architect. The Village may waive this requirement for projects of a relatively small scope when the applicant has demonstrated skill equaling that of a licensed professional.
3. To coordinate plan review, the landscape plan should be drawn at the same scale as the site engineering plans.

4. A site data chart, which contains the following information, must be shown on every landscape plan submitted for review.
  - a. Total square feet of overall site
  - b. Total square feet of impervious surfaces by category (drives, walks, buildings, water features) including the percentage of impervious surfaces for the overall site
  - c. Total square feet and percentage of open space for the overall site, with a listing of categories included in open space figure
5. A species data chart which contains the following information, must be on every landscape plan submitted for review:
  - a. Common and Scientific name of plant material
  - b. Size of all proposed plant material
  - c. Quantity of all proposed plant material
  - d. Period of flowering for all applicable annuals, perennials and ornamental trees
6. An installation specification must be provided for review showing the means and methods for installation for woody plants, herbaceous plants, and seeding

C. **Sign Landscaping:** An effective monument sign not only draws the public's attention to the business located at that site, but also adds to the aesthetic appeal of the site. Because monument signs attract a significant amount of attention, the use of strong landscape design principles in the immediate vicinity of a sign serves to project distinctive character of the community. To this end, a sign landscaping plan shall incorporate a variety of plant materials which provide visual interest throughout the year.

A sign landscaping plan, which includes the following requirements, must be submitted as part of a sign permit application for identification signs:

1. For every one (1) square foot of gross sign area, there shall be provided a minimum of two (2) square foot of landscape area.
2. The sign landscape plan must be drawn to scale, and shall show the dimensions of the proposed landscape area.
3. The sign landscape plan will utilize a variety of plant types including, but not limited to: deciduous and evergreen shrubs, annual and perennial forbs, and ground covers, to achieve both height variation and color interest throughout the four seasons. The sign landscape plan shall provide a species list which includes the common and scientific name, size, quantity, and period of flowering (annuals and perennials), for all

proposed plant material.

4. To provide diversity, at least three (3) different types of plant material must be installed.
5. In addition to the plantings described above, the sign landscape plan shall also include soil protection such as, but not limited to, ground cover plants or organic hardwood mulch. However, no more than 25% of the total landscape bed may be void of plants at any one time.
6. It shall be the duty of the owner of such parcel to maintain all such landscaped areas in a neat and proper manner.

#### **13-2-4: LANDSCAPE REQUIREMENTS FOR SUBDIVISIONS**

##### **A. Landscape Plan**

A landscape plan for the subdivision improvements must be submitted which contains the following information:

1. Tree Preservation Plan: If there are existing trees on the site, a tree preservation plan must be submitted as outlined in Section 13-1-4.
2. Parkway Trees: One (1) two and a half inch (2 1/2") tree must be planted in the Village right-of-way for every 40 lineal feet of curb. Trees do not have to be uniformly spaced, but no tree will be planted closer than 25' from another parkway tree. Landscaping in the public right-of-way must be consistent with the provisions of Section 13-2-5. Species selection must be taken from the Village of Lincolnshire Parkway Tree Species List, (Appendix IV). Trees must be installed prior to final acceptance of the public improvements by the Mayor and Board of Trustees.
3. Above-ground Appurtenances: Must be screened as outlined in Section 13-2-1-D
4. Seeding/Sodding of right-of-way: The right-of-way must be landscaped in accordance with the Village of Lincolnshire Open Space Landscaping Standards, prior to acceptance of the public improvements.
5. Maintenance of right-of-way adjacent to unoccupied properties: The maintenance of the trees, shrubs, and lawn planted in the right-of-way is the responsibility of the property owner. Trees must be maintained as outlined in Section 13-2-1-A of this Code. Areas shown to be seeded or sodded on the approved landscape plan must be maintained as lawn. Grass must be regularly mowed and maintained at a maximum

height of four inches (4").

**13-2-5: LANDSCAPE REQUIREMENTS IN PUBLIC RIGHT-OF-WAYS:** Landscape material planted in the public right-of-way must conform to the following standards:

- A. Shrubs must have a mature height of thirty inches (30") above the ground or less. Shrubs that require maintenance to keep them at or below thirty inches (30") are not acceptable.
- B. Trees must be single-stemmed and have a mature height of twenty feet (20') or more. Trees must be located and have a shape so that, at their mature size, any branches over the street are at least fourteen feet (14') above the ground. Tree species selection must be taken from the Village of Lincolnshire Parkway Tree Species List.
- C. No trees may be planted so that at their mature size, they are under or within ten lateral feet (10') of any overhead utility wire. No trees or shrubs may be planted over or within five lateral feet (5') of any underground water line, sewer line, transmission line, or other utility.
- D. All trees planted in the right-of-way must be located at the time of planting at least five feet (5') behind the back of curb or edge of pavement.
- E. All shrubs planted in the right-of-way must be located at the time of planting at least three feet (3') behind the back of curb or edge of pavement.
- F. Planting of ornamental trees and shrubs may be allowed in cul-de-sacs if primary traffic sight lines are not impeded. Each cul-de-sac bulb will be evaluated on an individual basis. To enhance cul-de-sac bulb landscaping, a plan must be submitted to and approved by the Village prior to implementation. In addition to the plant material, the plan must show the location of the curb or edge of pavement and any above or below ground utilities in the cul-de-sac.

**13-2-6: LANDSCAPE REQUIREMENTS FOR STORMWATER DETENTION**

**FACILITIES:** Development proposals in the Village of Lincolnshire should demonstrate that the highest level of runoff reduction, as referenced in the Lake County Watershed Development Ordinance, has been achieved. When site conditions allow, best management practices, as described in the Stormwater Management Commission's Technical Reference Manual shall be utilized.

Since stormwater detention basins and other naturalized drainage facilities often occupy a significant amount of a given site's open space, and can be located in high-profile areas of a site, it is important that they are visually appealing. The purpose of this section is to ensure that detention facilities within the Village are designed, constructed, and maintained in a manner which provides functionality as well as visual appeal.

All developments which necessitate naturalized detention facilities are required to submit plans

specific to their design, construction/ establishment, and maintenance. The plans shall be approved based on compliance with the following criteria:

A. DESIGN PLAN:

1. **Basin Shape:** Detention basins shall be designed to be non-uniform in shape. Expanses of linear shoreline should be reduced in favor of a gradually undulating perimeter, which is more natural in appearance, rather than engineered.
2. **Side Slopes:** The side slopes at shoreline of basins (from approximately 1 foot above to 1 foot below normal waterline) shall be no steeper than 5:1, as to prevent erosion and facilitate native plant establishment. Basins and other natural drainage facilities shall be required to have native dry-mesic and wet-mesic plants planted along the entire expanse of a detention pond's side slope.
3. **Basin Safety Shelf:** A flat (or significantly flat) safety shelf must be constructed approximately eighteen (18) inches below normal water level, around the full perimeter of the pond. The safety shelf shall be a minimum of five (5) feet in width, and shall be planted with native emergent plant plugs.
4. **Bank Erosion Protection:** The shoreline of the basin or naturalized drainage facility shall be protected from erosion through establishment of deep-rooted, prairie and wetland perennial plants that are native to the great lakes region. The basin's design shall incorporate a native prairie and wetland plants that cover the complete slope, around the full perimeter of the pond. The native plant slope for basins shall have a minimum width from waterline of fifteen (15) feet.
5. **Seed Mixes and Planting Lists:** The design plan shall show complete species lists, consisting solely of native plants, for all seed mixes and plant plugs to be used. Separate seed mixes shall be provided for planting on the upper (dry-mesic) and lower (wet-mesic) portions of the shoreline slope. The plant plug list shall be divided into three categories: dry-mesic, wet-mesic, and emergent plants. Each category shall contain a minimum of ten (10) species of native plants suited to the given environment.

B. CONSTRUCTION/ ESTABLISHMENT PLAN

1. **Installation:** The construction/establishment plan shall provide detailed information regarding the timing of native landscaping installation. All native landscaping shall be installed in the first possible growing season after the grading of the pond is substantially completed and the pond is operational. The purchase, installation and establishment of all native seed and plants is the sole responsibility of the developer. The plan shall note that installation and establishment of all native prairie and wetland plants will be performed by a natural environment professional firm who meets the

Village's "Qualifications for Installing, Monitoring, and Maintaining Native Landscapes." See Appendix V Village of Lincolnshire Native Plant Planting and Maintenance Specification.

2. **Establishment:** The construction/establishment plan shall provide specific information regarding activities which will be performed to ensure establishment of the native prairie and wetland plants. Important establishment activities that must be addressed in the plan include: *cover crops/erosion blankets, watering schedule, herbicide schedule, controlled burn/mowing frequency, and seed/plant depredation (wildlife grazing) control.*
3. **Criteria for Successful Installation and Establishment:** Establishment of native prairie and wetland landscapes will not receive Village approval until a status report, prepared by a qualified natural environment professional, consultation firm, demonstrates that the Village's criteria for establishment of native plant landscaping" have been met as outlined in Village of Lincolnshire Native Plant Planting and Maintenance Specification, Appendix V.

#### C. MAINTENANCE AND MONITORING PLAN

1. **Elements of the Maintenance and Monitoring Plan:** An acceptable Maintenance and Monitoring Plan shall be prepared by a qualified natural environment professional consulting firm, and shall address the timing and/or frequency of all activities necessary to maintain native plant landscapes at the Village required level of establishment. Typical elements of a maintenance monitoring plan include: controlled burn/mowing, spot herbicide applications/invasive species control, and monthly monitoring reports during the growing season. Additional information may be found in the Village of Lincolnshire Native Plant Planting and Maintenance Specification, Appendix V.
2. **Responsibility:** Maintenance and Monitoring of native plant landscapes is the sole responsibility of the property owner.
3. **Status Report:** Native Landscape Reports shall be filled with the Village for the months of May, June, July, August, September, October and November. The reports shall include copies of all invoices for work done to the native landscape, all monitoring reports, and a detailed account of the landscapes performance relative to the Village's criteria for establishment of native plant landscapes. See Appendix VI, Native Landscape Report Form.

In instances where the Native Landscape Report findings indicate that performance of the native plant landscape has fallen below the Village's criteria for establishment of native plant landscapes, a remedial action plan shall be required. The remedial action plan shall outline restoration activities that will take place to achieve compliance.

Native plant landscapes that require remedial action will be considered to be non-compliant with Village approvals until the necessary corrective actions are completed.

#### D. ENFORCEMENT

In the event the responsible parties do not take the necessary actions to restore a non-compliant native plant landscape within two weeks of when the problem is identified, as long as environmental conditions allow, (See Appendix V, Village of Lincolnshire Native Plant Planting and Maintenance Specification) a fine shall be assessed in accordance with section 13-2-7 of this code. In addition the native plant landscape will be restored to a state of compliance and/or a status assessment will be conducted by a Village consultant at the expense of the responsible party. (Ord. No. 03-1840-17, eff. 4/14/03)

To ensure compliance with the required status reports, a deposit equal to 10% of the total cost of the landscape materials and installation shall be held until the landscape has met or exceeded all landscape performance criteria and all status reports are received. If the natural environmental professional consulting firm does not submit the required status reports in the time frame requested, the Village shall conduct the site inspection and complete the status report and draw from the deposit for the time and labor required to complete each report.

**13-2-7: PENALTIES:** Any person found guilty of violating any provision of this Chapter shall be assessed at a cost as prescribed in the Comprehensive Fine Schedule set forth in Chapter 17 of Title 1 of this Code. Where a continued violation persists, after notification by the Village, the fine shall be assessed weekly until the violation is corrected. (Ord. No. 03-1840-17, eff. 4/14/03)

**13-2-8: APPENDICES:**

**APPENDIX I**

**LANDSCAPE IMPROVEMENT ESCROW AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_ banking association, as Trustee under Trust Agreement dated \_\_\_\_\_ and known as Trust Number \_\_\_\_\_, \_\_\_\_\_ an Illinois Corporation, as sole beneficiary of the aforesaid Subdivider/Owner Trust Number \_\_\_\_\_ and as such corporation, hereinafter sometimes referred to collectively as "Owner", and the Village of Lincolnshire, a municipal corporation in Lake County, Illinois, hereinafter sometimes referred to as "Village", and \_\_\_\_\_, a \_\_\_\_\_ banking association, hereinafter referred to as "Escrowee";

**WITNESSETH:**

WHEREAS, Owner is the owner of a certain parcel of real property located in the Village of Lincolnshire, Illinois, and legally described in Exhibit A attached hereto and made a part hereof;

WHEREAS, Owner has submitted, or caused to be submitted, for final approval by the Village a Landscape Plan entitled " \_\_\_\_\_", approved by the Village on \_\_\_\_\_ improving the property described in Exhibit A;

WHEREAS, the Village of Lincolnshire Tree Preservation and Landscaping Code, as amended, requires as a condition of such approval, among other things, the guaranteeing of installation of certain landscape improvements in accordance with plans and specifications approved by and on file with the Village, and in accordance with the ordinances of said Village; and

WHEREAS, the Village has approved said Landscape Improvement Plan subject to the deposit of security to guarantee the payment of various costs relating to installation of landscape improvements in accordance with plans and specifications approved by and on file with the Village, said plans and specifications entitled " \_\_\_\_\_" prepared by \_\_\_\_\_ of \_\_\_\_\_ dated, \_\_\_\_\_ and consisting of \_\_\_\_\_ sheets, hereinafter sometimes referred to as "plans and specifications";

WHEREAS, the Village ordinance requires a completion bond or other security in lieu of bond in the amount of \_\_\_\_\_, which amount is 125% of the Village estimate of the cost of installation of the landscape improvements to be provided in accordance with the plans and

specifications;

WHEREAS, Owner has requested Village to waive the furnishing of the completion bond required by Village ordinance to secure installation of the landscape improvements and to accept in lieu thereof a letter of credit;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the parties hereto do covenant and agree with each other as follows:

Section 1: That in lieu of the completion bond required by Village ordinance, Owner shall cause to be deposited with the Village Clerk as security for the landscape improvements an irrevocable letter of credit (hereinafter referred to as the "security") issued by the \_\_\_\_\_ in a form acceptable to Village, in the amount of \_\_\_\_\_. The security shall be drawn upon from time to time as hereinafter provided for payment of the following, which shall hereinafter be referred to as "landscape improvement costs":

- a. installation of the landscape improvements described in the plans and specifications;
- b. all inspection fees of the Village in relation to the landscape improvements;
- c. maintenance and repair of the landscape improvements for a period of three (3) years after the date of acceptance of the landscape improvements by village, sometimes hereinafter referred to as the "three-year maintenance period";
- d. expenses of the Village, including but not limited to reasonable attorneys' fees in drafting, administering and enforcing this Agreement.

Village or Escrowee shall not be required to investigate the propriety of any payout orders other than they deem necessary in their own interest. However, for accounting purposes, the Village shall send to Owner a copy of the estimates for payment. Each payout order shall be accompanied by all appropriate sworn statements, affidavits and supporting waivers of lien required by Escrowee.

Section 2: The security shall be drawn upon from time to time upon payout orders issued in writing by the Village and presented to Escrowee. The payout orders shall be issued upon request of the Owner in writing to the Village, provided that the portion of the landscape improvements for which the payout orders are requested has been completed in conformance with the plans and specifications as reasonably determined by the Village, and provided further that the amount of the security remaining is sufficient to pay for the remaining landscape improvement costs as reasonably determined by the Village, Payout orders may also be issued in writing by the Village in the circumstances hereinafter provided in Sections 3, 4 and 6 of this Agreement without the request or

consent of Owner; provided, however, that the Owner shall first be notified of any such payout order and the general purpose thereof. The amount of the security deposited hereunder shall be reduced by the amount of any payout order and may be reduced by the mutual agreement of Village and Owner.

Section 3: Owner shall complete the landscape improvements in accordance with the plans and specifications prior to the issuance of a Certificate of Occupancy. In the event Owner fails to so complete the landscape improvements, Village shall have one (1) year to complete the landscape improvements in a manner acceptable to Village. At the close of said one (1) year period, any portion of the security deposited hereunder remaining undisbursed shall be disbursed to Owner, except such amount as is hereinafter provided to be retained by the Escrowee upon acceptance of the landscape improvements by Village. Village may pay for such completion out of the security deposited hereunder with the Escrowee in the manner provided in Section 2 of this Agreement without the request or consent of Owner.

Section 4: Upon acceptance of the landscape improvements by the Village, whether completed by Owner or by Village, the Escrowee shall disburse to Owner any of the security deposited hereunder remaining after payment in full of the landscape improvement costs provided for in Subsections a, b and d of Section 1 of this Agreement, except the amount of \_\_\_\_\_ which shall be retained to pay the landscape improvement costs provided for in Subsection c of said Section 1 with respect to said three-year maintenance period and the landscape improvement costs provided for in Subsections b and d of said Section 1. Any of such retained security not expended by Village and remaining at the expiration of said three-year maintenance period shall be disbursed by Escrowee to Owner, Village may pay for such Subsections b and d landscape improvement costs out of the security deposited hereunder with the Escrowee in the manner provided in Section 2 of this Agreement without the request or consent of Owner.

Section 5: If at any time prior to the acceptance of the landscape improvements by the Village the amount of the security deposited hereunder is deemed, in the sole judgment of Village, insufficient to cover the landscape improvement costs, or if for any reason the security deposited hereunder shall be withheld or otherwise become unpayable or unavailable to Village, Owner shall, upon notice from Village, cause to be deposited with the Escrowee such additional security in a form and an amount reasonably deemed by Village to be sufficient to pay the landscape improvement costs. Such additional security shall be deposited within ten (10) days of said notice.

Section 6: If at any time during the installation by Owner of the landscape improvements the Village determines, in its sole judgment, that Owner has failed to install the landscape improvements in accordance with the plans and specifications, or if, in the sole judgment of Village, Owner fails to properly maintain or replace said improvements, Village may take such action as it deems necessary to correct such failure; provided that Village shall first notify Owner of such failure and the general nature thereof and permit Owner forty-five (45) days to correct such failure, provided

further that Owner's right to forty-five (45) days to correct any such failure shall terminate, with respect to completion of the landscape improvements, three years after approval by the Village and, with respect to the maintenance and replacement period, forty-five (45) days prior to expiration thereof. Provided further, however, that in the event any such failure occurs within forty-five (45) days of the expiration of the security, Village shall only be required to give notice of such failure before Village may take corrective action, Village may pay for any corrective action out of the security deposited hereunder with the Escrowee in the manner provided in Section 2 of this Agreement without the request or consent of Owner.

Section 7: Any notice required to be given in this Agreement shall be in writing and given or served personally, or deposited in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified, with return receipt requested. Notice deposited in the mail in the manner hereinabove provided shall be deemed given or served upon deposit in the mail. For the purposes of this notice, the addresses of the parties shall, until changed by appropriate notice hereunder, be as follows:

Village Manager  
One Olde Half Day Road  
Lincolnshire, IL 60069

Section 8: This Agreement shall terminate at the close of three (3) years after acceptance of the landscape improvements as provided in Section 4 of this Agreement. Otherwise, if the landscape improvements have not been accepted by the Village, this Agreement shall terminate at the close of the one (1) year period provided for in Section 3 of this Agreement. If Owner is required by Village to deposit additional security pursuant to Section 5 of this Agreement, notwithstanding the applicability of either of the foregoing termination dates, this Agreement shall terminate no earlier than five (5) days after the date of deposit of such additional security.

Section 9: This Agreement shall be binding upon and shall inure to the benefit of each of the respective parties hereto and their respective successors, assigns, heirs and executors.

IN WITNESS WHEREOF, the parties have executed this Agreement the Day and year first above written.

OWNER: \_\_\_\_\_, a \_\_\_\_\_ banking association, as  
Trustee under Trust Agreement dated \_\_\_\_\_ and known as Trust Number \_\_\_\_\_

By: \_\_\_\_\_  
President

ATTEST:  
\_\_\_\_\_  
Secretary

\_\_\_\_\_ an Illinois Corporation, as sole  
beneficiary of the aforesaid Trust Number \_\_\_\_\_ and as such corporation

By: \_\_\_\_\_  
President

ATTEST:  
\_\_\_\_\_  
Secretary

VILLAGE:  
Village of Lincolnshire, a municipal corporation in Lake County, Illinois

By: \_\_\_\_\_  
Village Mayor

ATTEST:  
\_\_\_\_\_  
Village Clerk

ESCROWEE:  
\_\_\_\_\_ a \_\_\_\_\_ banking  
Association

By: \_\_\_\_\_  
President

ATTEST:  
\_\_\_\_\_  
Secretary

STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF            )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ President of the \_\_\_\_\_  
\_\_\_\_\_, as Trustee under Trust Agreement dated and known as Trust  
Number \_\_\_\_\_, and \_\_\_\_\_ Secretary of said Bank,  
personally known to me to be the same persons whose names are subscribed to the foregoing  
instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary respectively, appeared before me  
this day in person and acknowledged that they signed and delivered the said instrument as their free  
and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein  
set forth; and the said \_\_\_\_\_ Secretary did also then and there acknowledge that he, as  
custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said  
instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the  
uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF ILLINOIS )  
                          ) SS )  
COUNTY OF            )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that \_\_\_\_\_, President of \_\_\_\_\_, and \_\_\_\_\_,  
Secretary of said corporation, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such President and Secretary respectively, appeared before  
me this day in person and acknowledged that they signed and delivered the said instrument as their  
free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes  
therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of  
the corporate seal of said corporation, did affix the said corporate seal of said corporation to said  
instrument as his own free and voluntary act and as the free and voluntary act of said corporation,  
for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

My commission expires:

**APPENDIX II**

**IRREVOCABLE LETTER OF CREDIT**

No. \_\_\_\_\_

ISSUER:  
BENEFICIARY:

DATE OF ISSUANCE:  
DATE OF EXPIRATION:

Village of Lincolnshire  
One Olde Half Day Road  
Lincolnshire, IL 60069

Re:(Name of Improvement)

Gentlemen:

We hereby establish in your favor our IRREVOCABLE LETTER OF CREDIT NO. \_\_\_\_\_ in the amount of \$ \_\_\_\_\_, which is available for negotiation of your drafts at site, signed by the Village of Lincolnshire, drawn on \_\_\_\_\_ (Bank), bearing the clause "Drawn under (Bank)", Letter of Credit No. \_\_\_\_\_ in accordance with the Escrow Agreement made and entered into on the \_\_\_ day of \_\_\_\_\_ 20\_\_ between \_\_\_\_\_ and the Village of Lincolnshire, Illinois, in regard to the above-captioned improvement. The draft must be accompanied by the original of this Letter of Credit.

(REFER TO APPENDIX II OF 7-6)

(Bank) hereby undertakes to Beneficiary that drafts drawn in conformity with this Letter of Credit and accompanied by all other requisite documents described herein will be honored upon presentation. Partial drawings are permitted under this Letter of Credit, and amounts available under this Letter of Credit shall be reduced by the amount(s) of draft(s) previously presented and paid by (Bank). In addition, this Letter of Credit may be reduced to such amount specified in writing from time to time by the Village of Lincolnshire pursuant to the terms of said escrow agreement. Non-conforming drafts and documents will be returned to Beneficiary in accordance with applicable law, as described below.

This Letter of Credit shall be governed by Illinois law, without reference to the choice of law provisions of the state, and is subjected to all provisions of the 1983 revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Publication 400, in both instances to the extent not inconsistent with the specific terms of this Letter of Credit.

Very truly yours,

(Bank) \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Officer)

ATTEST: \_\_\_\_\_

### APPENDIX III

#### CONSERVANCY AREA RESTORATION REQUIREMENTS

THE FOLLOWING ARE THE MINIMUM REQUIREMENTS FOR THE RESTORATION OF DESIGNATED "CONSERVANCY AREAS" THAT ARE DAMAGED, WHETHER DURING CONSTRUCTION OR AFTER OCCUPANCY. PRIOR TO RESTORATION, THE VILLAGE WILL REVIEW THE DAMAGED SITE, AND APPROVE THE PROPOSED RESTORATION PLAN.

THE LISTED MATERIAL IS PER 150 SQ. FT. OF DAMAGED AREA.

#### **CANOPY TREES: One 2 1/2" caliper and four (4) seedlings.**

##### DRY SITES

White Oak, *Quercus alba*  
Red Oak, *Quercus rubra*  
Red Maple, *Acer rubrum*  
Sugar Maple, *Acer saccharum*  
Kentucky Coffee Tree, *Gymnocladus dioicus*  
Hackberry, *Celtis occidentalis* \*  
Shagbark Hickory, *Carya ovata*

##### WET SITES

Swamp White Oak, *Quercus bicolor*  
Bur Oak, *Quercus macrocarpa*  
Tulip Tree, *Liriodendron tulipifera*  
American Hornbeam, *Carpinus caroliniana*  
Hackberry, *Celtis occidentalis*  
Honey Locust, *Gleditsia triacanthos*  
Sugar Maple, *Acer saccharum*

#### **INTERMEDIATE TREES: One 4' to 5' and three (3) 2' to 3'**

##### DRY SITES

American Hophornbeam, *Ostrya virginiana*  
Hawthorn, *Crataegus spp.* \*  
Flowering Dogwood, *Cornus florida*  
Redbud, *Cercis Canadensis*  
Blackhaw Viburnum, *Viburnum prunifolium*  
Allegheny Serviceberry, *Amelanchier laevis*  
American hornbeam, *Carpinus caroliniana*  
Staghorn sumac, *Rhus typhina*

##### WET SITES

Alder, *Alnus glutinosa*  
River Birch, *Betula nigra*  
Witch hazel, *Mamamelis virginiana*  
Hawthorn, *Crataegus spp.*

**SHRUBS: Five (5) 2' to 3'**

**DRY SITES**

High-Bush Cranberry, *Viburnum trilobum*  
American Hazelnut, *Corylus Americana*  
Honeysuckle, *Locinera spp.*  
Smooth Sumac, *Rhus glabra*

**WET SITES**

Red Chokeberry, *Aronia arbutifolia*  
Redtwig Dogwood, *Cornus sericea*  
Grey Dogwood, *Cornus racemosa\**  
Nannyberry, *Viburnum lentago\**

**GROUNDCOVER/WILDFLOWERS: Twenty (20)**

Care shall be taken to select plants which are site specific, i.e. soils and moisture requirements, sun and shade requirements.

May Apple	Virginia Blue Bells
False Solomon Seal	Hepatica
Solomon Seal	Monarda
Wild Columbine	Woodland Sunflower
Blood Root	Native Iris
Trillium Sp.	Woodland Phlox
Twin Leaf	Wild Ginger ( <i>Asarum caudatum</i> )
Wild Geranium	Goldenrod
Yellow Trout-Lily	Jack in the Pulpit
Jacobs Ladder	Alum Root
Butter Cup	Rue
Aster spp.	Turtlehead
Penstemon	Golden Alexander
Agastache	Milkweed
Butterfly Weed	Coreopsis
Eupatorium	Gentian
Liatris	Monkey Flower
Prairie Clover	Echinacea
Sneezeweed	Heliopsis
Obedient Plant	Ratibida
Silphium	Verbena
Culver's Root	Rudbeckia
Native Violets	Native Ferns

The entire disturbed area will be cleared of all debris and unsuitable soil, and then graded if necessary. The area will be covered with two inches (2") of approved topsoil, if necessary, and two inches (2") of leaf compost. This action will be taken immediately and protective fencing

replaced if construction is in progress. Plantings on the approved restoration plan will be planted in accordance with the approved plan specifications during the first appropriate planting season. All plant material will be guaranteed for a minimum of one year.

## APPENDIX IV

### SUITABLE TREES FOR PLANTING IN THE RIGHT-OF-WAY

The following list of trees are compiled from the Chicago Horticultural Society - Chicago Botanical Garden, Best Deciduous Trees for Chicago and Selecting & Planting Trees by the Morton Arboretum.

Acer Nigrum - Black maple  
Acer rubrum - Red maple  
Acer saccharum - Sugar maple  
Acer triflorum - Three-flowered maple  
Carpinus caroliniana - American hornbeam, Ironwood, Musclewood  
Carya cordiformis - Bitternut hickory  
Carya ovata - Shagbark hickory  
Celtis occidentalis - Hackberry  
Cladrastis lutea - Yellowwood  
Corylus colurna - Turkish filbert  
Ginkgo biloba - Ginkgo (male only)  
Gleditsia triacanthos var. Inermis - Thornless honeylocust  
Gymnocladus dioecus - Kentucky coffeetree  
Liquidambar styraciflua - Sweetgum  
Liriodendron tulipifera - Tulip tree  
Nyssa sylvatica - Black tupelo  
Ostrya virginiana - American Hophornbeam  
Platanus x acerifolia - London planetree  
Platanus occidentalis - Sycamore  
Pyrus calleryana - Callery pear  
Quercus alba - White oak  
Quercus imbricaria - Shingle oak  
Quercus macrocarpa - Bur oak  
Quercus robur - English oak  
Quercus rubra - Red oak  
Tilia americana - Linden  
Tilia cordata - Littleleaf linden  
Ulmus parvifolia - Chinese elm (disease resistant)

**APPENDIX V  
VILLAGE OF LINCOLNSHIRE**

**LANDSCAPING SPECIFICATIONS FOR NATIVE PLANTINGS**

**A. GENERAL**

**1.1 Description of Work:**

- A. The work shall consist of preparing and amending existing soils, furnishing, transporting and installing all seeds, plant and other materials and protecting said materials as required for the repair and restoration of the specified site.
1. Prepare soils for installation of seed and plant materials.
  2. Installation of emergent, wet mesic and/or mesic native plants and seed in any location.
  3. Protecting seed and plant materials pre and post installation.
  4. Post-planting monitoring and management.
  5. Additional work as necessary to meet the specified performance standard.

**1.2 Qualifications:**

- A. On the work site at all times when work is being conducted, shall be a qualified superintendent, capable of reading and thoroughly understanding the plans and Specifications. This agent and/or the contracted company shall have at least ten years experience in installing, maintaining and managing native landscaping and shall have a thorough knowledge of their installation, maintenance practices and management needs.

This agent and/or the contracted company shall demonstrate that they have adequate and appropriate equipment and labor resources. Demonstration of company qualifications shall be submitted with the bid.

**1.3 Equipment**

- A. All equipment and materials shall meet or exceed federal, stated, county and

Village regulations.

- B. A list of all equipment to be used shall be provided to the Village prior to the initiation of any work. Equipment which is inappropriate for this type of work shall be rejected. The Village shall have the right to reject or approve any piece of equipment.
- C. Equipment shall be suited for the installation of native landscaping. Equipment shall not be used when damage to the soils or site may occur, i.e. rutting or compaction or prepared soils.
- D. Seeding equipment shall be designed to accommodate a wide variety of seed types, sizes and shapes. Information shall be provided to the Village as to the ability of the seeding equipment selected to adequately plant native seed.

#### **1.4 Site Access**

- A. All weight and vehicle restrictions shall be observed as imposed by the federal, state, county and Village regulations for access to the site.
- B. Access to the site shall be solely as shown on the approved plans. When necessary, additional or alternative access areas must be approved by written order of the Village.

#### **1.5 Submittals**

- A. A schedule shall be provided to the Village outlining the proposed start and end dates for site access preparation, site preparation and stabilization, planting and seeding for each planting zone.
- B. A site plan shall be submitted to the Village identifying:
  - 1. Specific zones for planting.
  - 2. Plant and seed lists for specific planting zones including quantities seeding rates per species and spacing of plants.
  - 3. Location and specification of erosion control measures.

#### **1.6 Conditions**

- A. All grades, soils and water levels, shall be examined and observed conditions

shall meet specifications prior to the initiation of any work. If unsatisfactory conditions exist the Village shall be notified. Work shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

## **1.7 Guarantees**

- A. All seeded and planted areas shall be guaranteed through the specified maintenance period and until all performance criteria have been met.

## **B. METHOD**

All work shall be in accordance to the specifications, including soil preparation, plant and/or seed installation, plant and/or seed protection and maintenance to meet performance requirements.

## **1.2 Plant Materials**

### A. Native Planting

1. Plants, freshly dug tubers and plants shall be provided. No materials which have been in cold storage shall be used.
2. All live herbaceous plants shall be potted, two year old nursery grown stock.
3. All preparations shall be made for the planting of tubers prior to their arrival. Once received tubers shall be planted immediately. If planting is delayed more than four hours after delivery, plants shall be set in shade, protected from weather and mechanical damage, and kept moist.
4. Container grown stock shall not be removed from containers until planting time.
5. Plants shall be free from insects and diseases and must show appearance of normal health and vigor.
6. Plants species and origin shall be certified to be true to their name and local within a 150 mile radius of the project location with species and subspecies native to Lake County, Illinois.
7. All plant material, including collected stock, shall comply with the state

and federal laws with respect to inspection for plant diseases and insect infestations.

8. Plants shall be packed in such a manner as to insure adequate protection against damage while in transit. The plants shall be carefully protected with wet material to ensure that the plants are delivered, stored and planted in a moist and cool condition.
9. Water levels fluctuate and planting conditions will vary. Planting should not be conducted when conditions are not appropriate.
10. All emergent herbaceous perennial plants, tubers, bulbs and dormant rootstock shall be installed in 0-6" of water.
11. Plants shall be planted to adequate depth to ensure against desiccation.
12. Plants shall be planted at a minimum density of 3,000 plants/acre. Unless an alternative planting plan is approved in writing by the village, plants shall be planted in pods, or groupings to provide blocks of color.
13. All plants shall be protected from geese and other predators on all sides by 24" high fencing attached to wooden stakes with nylon lines crosshatched across the top to prohibit geese from landing in the area. Said fencing shall be maintained by the contractor and removed by the contractor one full growing season after installation or as otherwise directed.
14. No planting shall take place in areas where herbicide has been applied for a minimum period of 14 days following application. Instructions on the pesticide label shall be followed. All herbicides must be applied by a licensed operator under the direction of a licensed applicator.
15. Final plant and seed lists and any plant or seed species substitutions must be approved the by the Village. Prior to the start of work, the contractor will provide the village with the proposed plant and seed lists and the name(s) of the proposed plant and seed supplier(s). The final plants/seed mix are subject to the approval of the Village.

**B. Seed Mixtures**

1. All seed shall have the proper stratification and/or scarification to break seed dormancy for other than fall planting.

2. All legumes shall be inoculated with the proper rhizobia and at the appropriate time prior to planting.
3. All seed shall be packed and covered in such a manner as to ensure adequate protection against damage and maintain dormancy while in transit, storage or during planting operations.
4. All seed shall be certified to be true to their name and their origin shall be certified to be local within a 150 mile radius of the project. Certification shall be provided to the Village prior to installation.
5. All seed grass species shall be supplied as pure live seed. Lab germination test results shall be provided to the Village prior to installation.
6. All seeded areas shall be protected from geese and other predators on all sides by 24" high fencing attached to wooden stakes with nylon lines crosshatched across the top to prohibit geese from landing in the area. Said fencing shall be removed by the contractor one full growing season after installation or as otherwise directed.
7. The Contractor shall be aware that water levels fluctuate and planting conditions vary. Contractor shall not seed in zones where water levels exist and protect seeded areas from water by using erosion control mulch or straw mat.
8. Seed lists and any seed substitutions must be approved by the Village.
9. The use and species of a cover crop must be approved by the Village and shall not be annual rye.

### **1.3 Erosion Control**

- A. Clean, seed-free hay or threshed straw of wheat, oats or barley shall be provided for use in areas where there are slopes flatter than 6:1.
- B. Straw mat, or other erosion control blanket shall be provided, as is appropriate for use in erosion control on all areas seeded or plugged with slopes steeper than 6:1. Blanket with synthetic net shall not be used. The mat shall be affixed to the ground surface by mechanical crimping or other method approved by the Village.

**C. EXECUTION**

**1.1 Preparation**

**A. Soil Preparation**

1. Top soil shall be fertile, friable, loam surface soil without admixture of subsoil and free of stones, stumps, roots, trash, debris and other materials which might inhibit good plant growth. Soil aggregates shall not exceed one (1) inch in the largest diameter.
2. Check compaction of subsoil and adjust as necessary. Subsoil should not have a compaction greater than 350 pounds per square inch based on soil penetrometer measurements.
3. The pH range shall be 6.5 to 8.4. Topsoil that does not meet this pH range will be amended by the addition of pH adjusters.
4. Organic content shall not be less than 3% and not greater than 10% determined by loss through ignition.
5. Soil nutrient content shall be as follows, as determined by appropriate laboratory analysis:

Phosphorus	Min. 75 lb./Ac
Potassium	Min. 300lb./Ac
Calcium	Min. 1,500 ppm
Magnesium	Min. 100 ppm
Cation Exchange Capacity	Min. 20 meq/100g
Soluble Salt	Max. 1,000 ppm

6. Gradation shall meet the following specification:

<u>Sieve Designation</u>	<u>Percent Passing</u>
1" screen	100
1/4" screen	97 - 100
No. 10 U.S.S.	95 - 100
No. 140 U.S.S.	60 - 90
No. 270 U.S.S.	25 - 50

Clay content determined by Bouyoucous Hydrometer Test shall range between 5% and 20%.

Percentages shall be based on dry weight of the sample.

7. Topsoil shall be uniformly distributed to provide a minimum 8 inch depth after compaction and finishing grade. Top soil shall be spread cultivated, lightly compacted to prevent future settlement, dragged, and graded to finished grade.
8. The prepared seedbed must be approved by the Village prior to any seeds being sowed.

#### **1.4 Plant Installation**

- A. Native seed varies widely in size and shape. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. Equipment shall be operated in a manner to insure complete coverage of the entire areas to be seeded.
- B. If a rangeland type grass drill or no-till planter is used, rolling of the seed bed will not be required.
- C. Seeding and planting shall take place between May 1 and June 15 or after October 1 until the ground is frozen. Seeding shall not be performed from June 16 through September 30<sup>th</sup> unless prior written approval is received from the Village.

#### **1.5 Monitoring**

- A. Vegetation monitoring, during the first three growing seasons shall be conducted monthly for the months of April, May, June, July, August, September, October and November using the meander search method. Reports shall be submitted monthly and shall begin the first month following installation. Monitoring in years four forward shall be conducted in May and September. Reports shall be submitted within two weeks of the conclusion of each monitoring session and not later than the 15<sup>th</sup> of the month. All report shall outline the following:
  1. Percent of vegetation cover throughout the site.
  2. A list and estimated percent cover of the predominant species present.
  3. A list and estimated percent cover of the non-native invasive species present.

4. A detailed description of management undertaken during the previous month and recommended management measures for subsequent months.
5. Any other site conditions that should be noted, i.e. drainage problems, erosion, wildlife damage, extreme water level fluctuations, damage to the site by equipment and any remediation required.

## **1.6 Maintenance**

- A. Maintenance shall begin immediately after planting.
- B. All planted and seeded areas shall be maintained by prescribed burning (if allowed), high mow management, replanting or reseeded, and invasives control management as is required to establish vegetation free of bare or eroded areas or areas that are infested with invasive plants.
- C. Plants and seed shall be watered as necessary to support healthy growth and stable consistent plant development.
- D. Reseed and replace dead or declining plant material as necessary to meet the performance standard in the year the damage is observed. All replacement plants must be of the same size as the plants that are thriving in the planted area. Plant replacements shall be completed according to the installation instructions.

If at the conclusion of the three year maintenance period, the planted areas do not meet the performance specification, the Village shall draw on the letter of credit to have the work done to meet the performance specification. Any costs associated with this work, maintenance and monitoring, during this period, shall be taken from the letter of credit.

Any substitutions must be approved by the Village.

- E. The site shall be managed for invasive plant species as listed on the Invasive Plant Management Schedule (as provided by the Village). Prior to the initiation of any herbicide treatments, the operator or applicator shall provide to the Village for approval:
  1. A list of all herbicides to be used.
  2. Method for applying the herbicide.

3. Specific plants the herbicides are to be used for.
  4. The formulation for those herbicides (including any additives, i.e. surfactants, dyes, carriers, etc.) Site or dye is required for all herbicide applications.
  5. Names and copies of licenses for all herbicide applicators who will be working at the site.
  6. Dates and weather restrictions for when all herbicides are to be applied.
- F. Copies of licenses for all herbicide operators who will be working at the site.
1. Dates and weather restrictions for when all herbicides are to be applied.
- G. For the first two growing seasons, the planted area shall be mowed every four to six weeks throughout the growing season to a height not less than 8". This mowing is to be conducted frequently enough to cut weeds before they form seed heads. If seed heads form on weeds they must be cut by hand and removed from the site. (Weeds are any non-native plants growing in the seeded and planted areas.)
- H. Manual removal of invasive plants and seed heads for invasive plants, as specified on the Invasive Plant Management Schedule, must be completed by hand with all seed heads removed from the site.
- I. Prescribed burns shall be conducted at the conclusion of the third growing season. All licenses and permits required to conduct a prescribed burn from state and local authorities shall be completed and all requirements met before initiating a prescribed burn. Prescribed burns shall be conducted annually for years four through six and every other year thereafter - if the performance criteria have been met.
1. Obtain a permit from the Illinois Environmental Protection Agency.
  2. Obtain a permit from the Village of Lincolnshire.
  3. Provide a burn plan to the Village of Lincolnshire and the Lincolnshire Riverwoods Fire Protection District that includes the following:
    - a. Location of burn.
    - b. Licenses and experience levels for fire personnel.
    - c. Site plan for implementation of burn.

- d. Equipment to be used.
  - e. Water sources.
  - f. Restrictions based on weather conditions and site conditions.
  - g. Emergency plan.
  - h. Other resources.
4. Notify all occupied buildings as required by the Village of Lincolnshire permit.
  5. Request permission to burn from the Lincolnshire Riverwoods Fire Protection District prior to each day burning is conducted and notify them at the conclusion of each prescribed burn session..
  6. Notify Red Center, Lincolnshire Police Department and the Village Forester prior to each day burning is conducted and at the conclusion of each prescribed burn.
  7. Provide to the Village a post burn report that outlines the percentage of the site burned and any problems encountered.

## **1.7 Performance Standard**

- A. At the end of the first growing season, seeded and planted areas shall meet or exceed 75% plant cover, seedlings of six planted grass/sedge species found and seedlings of six planted forb species found within any given one meter transect as selected by the Village. No invasive species shall be present.
- B. At the end of the second growing season, seeded and planted areas shall meet or exceed 80% plant cover, 5% cover by planted native grass/sedge species, 15% cover by planted forb species and 20% of planted species found within any given one meter transect as selected by the Village.

On sites that are less than two acres in size, where planting or restoration has taken place, no invasive species shall be present.

On sites that are more than two acres in size, where planting or restoration work has taken place, invasive species shall comprise no more than 10% of the plant cover.

- C. At the end of the third growing season, seeded and planted areas will meet or exceed the following performance criteria with 95% plant cover, 20% cover by

planted native grass/sedge species, 40% cover by planted forb species and 60% of planted species found within any given one meter transect as selected by the Village.

On sites that are less than two acres in size, where planting or restoration has taken place, no invasive species shall be present.

On sites that are more than two acres in size, where planting or restoration work has taken place, invasive species shall comprise no more than 5% of the plant cover.

- D. If at the conclusion of the three year maintenance period, the planted areas do not meet the performance specification, the Village shall draw on the letter of credit to have the work done to meet the performance specification. Any costs associated with this work, maintenance and monitoring, during this period, shall be taken from the letter of credit.

## Invasive Plant Management Schedule

Plant Name	Specific Management	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Comments
Common and Glossy Buckthorn (Rhamnus cathartica and fragula)	Cut and immediately wick apply herbicide.	X	X	X			X	X	X	X	X	X	X	Foliar application of herbicide should not be considered unless the site is to be completely reseeded with the understanding that all plants will be killed.
Honeysuckle (Lonicera tatarica, maaackii, japonica)	Cut and immediately wick apply herbicide.	X	X	X			X	X	X	X	X	X	X	Foliar application of herbicide should not be considered.
Multiflora Rose (Rosa multiflora)	Cut and immediately wick apply herbicide.	X	X	X			X	X	X	X	X	X	X	Foliar application of herbicide should not be considered.
Teasel (Dipsacus sylvestris, laciniatus)	Herbicide rosettes. Cut seed heads, remove from site. Herbicide cut stock close to ground.			X	X	X	X					X		Biennial, important to catch rosettes in first year. Care needs to be taken to remove all seed heads from site. Do not mow. Manually remove heads.
Reed Canary Grass (Phalaris arundinacea)	Herbicide stands of grass. Cut seed heads, remove from site. Herbicide cut stock close to ground.				X	X	X							
Garlic Mustard (Allaria petiolata)	Herbicide rosettes. Hand pull plants. Remove from site.			X	X						X	X		Biennial, important to catch rosettes in first year. Care needs to be taken to remove all seed heads from site. Do not mow. Manually remove heads.
Crown Vetch (Coronilla varia)	Cut and herbicide plant close to the ground. Remove cut plants from site.				X	X	X	X	X	X	X			
Bird'S Foot Trefoil (Lotus corniculatus)	Cut and herbicide plant close to the ground. Remove cut plants from the site.				X	X	X	X	X	X	X			

Canada and Bull Thistle (Cirsium arvense, vulgare)	Herbicide small plants or rosettes.  Cut seed heads and remove from site. Herbicide cut stalks close to the ground.			X	X	X	X				X	X		Bull thistle is a biennial. It is important to catch rosettes in first year. Care needs to be taken to remove all seed heads from site. Do not mow. Manually remove heads. Canada thistle is a perennial. Remove all seed heads from the site.
<b>Plant Name</b>	<b>Specific Management</b>	<b>Jan.</b>	<b>Feb.</b>	<b>Mar.</b>	<b>Apr.</b>	<b>May</b>	<b>June</b>	<b>July</b>	<b>Aug.</b>	<b>Sept.</b>	<b>Oct.</b>	<b>Nov.</b>	<b>Dec.</b>	<b>Comments</b>
Purple Loosestrife (Lythrum salicaria)	Herbicide young plants.  Cut seed heads and remove from site. Herbicide cut stems close to the ground.					X	X							This plant grows in wet conditions. An aquatic herbicide must be used if it is in the water or close to the water.
Phragmites (Phragmites australis)	Herbicide young stands.  Cut seed heads and remove from site. Herbicide cut stems close to the ground.				X	X	X	X						This plant grows in wet conditions. An aquatic herbicide must be used if it is in the water or close to the water.
White and Yellow Sweet Clover (Melilotus alba and officinalis)	Cut and remove plant from site. Herbicide cut stems close to the ground.					X	X	X	X	X	X			
Willow (Salix)	Cut plant and herbicide cut stems close to the ground.				X	X	X	X	X	X	X			This plant grows in wet conditions. An aquatic herbicide must be used if it is in the water or close to the water.
Cattails (Typha)	Cut plant and herbicide cut stems close to the ground or water. Remove any seed heads from the site.				X	X	X	X	X	X	X			This plant grows in wet conditions. An aquatic herbicide must be used if it is in the water or close to the water.

**NOTE:** All herbicides and their application must be specific to the type of plant controlled. Manufacturers instructions must be carefully followed. With few exceptions spot or wick applications must be utilized to protect surrounding plants.

**APPENDIX VI  
VILLAGE OF LINCOLNSHIRE  
NATIVE LANDSCAPE REPORT FORM**

**Date:** \_\_\_\_\_

**Report for the month of:** May \_\_\_\_\_ June \_\_\_\_\_ July \_\_\_\_\_ Aug. \_\_\_\_\_ Sept. \_\_\_\_\_ Oct. \_\_\_\_\_ Nov. \_\_\_\_\_

**Development Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Person Completing the Form:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Company:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

ATTACH A COPY OF THE VILLAGE OF LINCOLNSHIRE  
INVASIVE PLANT MANAGEMENT SCHEDULE TO THIS REPORT.

**Work completed since last report:**

1. **Plant and/or Seed Installations:** Yes \_\_\_\_\_ No \_\_\_\_\_ (Attach lists of plants and seed to form. Include sources, name, address and certifications.)

Dates work completed: \_\_\_\_\_

Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_

Comments: (If not first installation list reason for replacement plantings and seeding) \_\_\_\_\_

-----  
-----

2. **Watering:** Yes \_\_\_\_\_ No \_\_\_\_\_ Dates work completed: \_\_\_\_\_

Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_

Comments: \_\_\_\_\_

-----  
-----

3. **Mowing:** Yes \_\_\_\_\_ No \_\_\_\_\_ Date work completed: \_\_\_\_\_ Mower Ht. \_\_\_\_\_

Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_

List plants by percentage: Native Plants \_\_\_\_\_ Non Native Plants \_\_\_\_\_

Total Plant Cover \_\_\_\_\_

Comments: \_\_\_\_\_

-----

4. **Manual Invasives Management:** Yes \_\_\_\_\_ No \_\_\_\_\_ Date: \_\_\_\_\_

Plant Species Controlled: \_\_\_\_\_ Method Used: \_\_\_\_\_

Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_

Plant Species Controlled: \_\_\_\_\_ Method Used: \_\_\_\_\_

Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_

Plant Species Controlled: \_\_\_\_\_ Method Used: \_\_\_\_\_

Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_

Plant Species Controlled: \_\_\_\_\_ Method Used: \_\_\_\_\_

Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_

Recommended Remediation: \_\_\_\_\_

5. **Proposed Burn Management:** **Prior to the initiation of any burns, you must submit a copy of your awarded IEPA burn permit and apply for a Village of Lincolnshire Burn Permit.**

Date Proposed: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Occupied buildings, as required by the VOL permit were notified. Yes \_\_\_\_\_ No \_\_\_\_\_

Approval was received from: VOL Police Department Yes \_\_\_\_\_ No \_\_\_\_\_

Lincolnshire Riverwoods Fire Protection Dist. Yes \_\_\_\_\_ No \_\_\_\_\_

VOL Forester Yes \_\_\_\_\_ No \_\_\_\_\_

Red Center Yes \_\_\_\_\_ No \_\_\_\_\_

Percentage of the Site Burned: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**6. Herbicide Applications:** Yes \_\_\_\_\_ No \_\_\_\_\_ (List each date, herbicide used, location and method.)

-----  
Date: \_\_\_\_\_ Herbicide Used: \_\_\_\_\_ Formulation: \_\_\_\_\_  
Additives if any: \_\_\_\_\_ Type of Application: \_\_\_\_\_  
Weather Conditions: Temperature \_\_\_\_\_ Wind Speed \_\_\_\_\_  
Plant(s) Species Controlled: \_\_\_\_\_  
Recommended Remediation: \_\_\_\_\_  
Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_  
-----

-----  
Date: \_\_\_\_\_ Herbicide Used: \_\_\_\_\_ Formulation: \_\_\_\_\_  
Additives if any: \_\_\_\_\_ Type of Application: \_\_\_\_\_  
Weather Conditions: Temperature \_\_\_\_\_ Wind Speed \_\_\_\_\_  
Plant(s) Species Controlled: \_\_\_\_\_  
Recommended Remediation: \_\_\_\_\_  
Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_  
-----

-----  
Date: \_\_\_\_\_ Herbicide Used: \_\_\_\_\_ Formulation: \_\_\_\_\_  
Additives if any: \_\_\_\_\_ Type of Application: \_\_\_\_\_  
Weather Conditions: Temperature \_\_\_\_\_ Wind Speed \_\_\_\_\_  
Plant(s) Species Controlled: \_\_\_\_\_  
Recommended Remediation: \_\_\_\_\_  
Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_  
-----

-----  
Date: \_\_\_\_\_ Herbicide Used: \_\_\_\_\_ Formulation: \_\_\_\_\_  
Additives if any: \_\_\_\_\_ Type of Application: \_\_\_\_\_  
Weather Conditions: Temperature \_\_\_\_\_ Wind Speed \_\_\_\_\_  
Plant(s) Species Controlled: \_\_\_\_\_  
Recommended Remediation: \_\_\_\_\_  
Locations: Emergent: \_\_\_\_\_ Wet Mesic \_\_\_\_\_ Mesic \_\_\_\_\_ Other: \_\_\_\_\_  
-----

7. **Percentage of Native Plant Cover:** \_\_\_\_\_ **Percentage of Invasive Plant Cover:** \_\_\_\_\_  
**Percentage of Non-Native Plant Cover:** \_\_\_\_\_

8. **Additional Comments or Recommendations:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. **Site Drawing:** Please draw the site managed or attach a site map and identify locations where activities took place.



Submit Native Landscape Report Form to:  
The Village of Lincolnshire, One Olde Half Day Road, Lincolnshire, IL 60069  
Questions can be directed to the Village of Lincolnshire, 847-883-8600.