



AGENDA
REGULAR VILLAGE BOARD MEETING
Village Hall - Public Meeting Room
Tuesday, October 13, 2015 – 7:00 p.m.

Reasonable accommodations/auxiliary aids will be provided to enable persons with disabilities to effectively participate in any public meetings of the Board. Please contact the Village Administrative Office (847.883.8600) 48 hours in advance if you need special accommodations to attend. Regular Village Board Meetings will not proceed past 10:30 p.m. unless there is a consensus of the majority of the Trustees to do so.

CALL TO ORDER

1.0 ROLL CALL

2.0 APPROVAL OF MINUTES

2.1 Approval of the September 28, 2015 Regular Village Board Meeting Minutes

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report

3.2 Village Clerk's Report

3.3 Village Treasurer's Report

3.4 Village Manager's Report

4.0 PAYMENT OF BILLS

4.1 Bills Presented for Payment on September 28, 2015 in the amount of \$200,157.41

5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only)

6.0 PETITIONS AND COMMUNICATIONS

7.0 CONSENT AGENDA

Items on the Consent Agenda will be approved by one motion. If a Trustee wishes to discuss any item, it will be pulled from the Consent Agenda and discussed under "Unfinished Business".

7.1 Approval of Contract to the Lowest Responsible Bidder, Green Acres Landscaping, Inc., for Landscape Corridor and Planting Area Maintenance Services at an Annual Cost of \$135,468.00 (Village of Lincolnshire)

7.2 Approval of a Contract to Alpha Building Maintenance Service, Inc., Homer Glen, IL, for Village Custodial Services at an Annual Cost of \$25,764.00 (Village of Lincolnshire)

7.3 Approval of Lincolnshire Sports Association (LSA) Request to Share LSA Summer Baseball Tournament Revenues with the Village of Lincolnshire (Lincolnshire Sports Association)

8.0 ITEMS OF GENERAL BUSINESS

8.1 Planning, Zoning & Land Use

8.11 Approval of an Ordinance amending Ordinance No. 03-1861-38, which authorized an Annexation Agreement for the Sedgebrook Continuing Care Retirement Community, as further amended by Ord. No. 14-3321-47, to permit the development of Lot 2 for a proposed 86-unit attached single-family residential townhome community (Pulte Homes)

8.12 Approval of an Ordinance amending Ordinance No. 03-1864-41 which established a Special Use for a Planned Unit Development (PUD) for a Continuing Care Retirement Community (CCRC), as further amended by Ord. No. 04-1899-15, 04-1905-21, and 14-3322-48, to remove Lot 2 from development restrictions related to the Sedgebrook CCRC, and granting a new Special Use for a Planned Unit Development, and approval of a Preliminary Development Plan for an 86-unit attached single-family residential townhome community (Pulte Homes)

8.2 Finance and Administration

8.3 Public Works

8.4 Police

8.5 Parks and Recreation

8.6 Judiciary and Personnel

9.0 REPORTS OF SPECIAL COMMITTEES

10.0 UNFINISHED BUSINESS

11.0 NEW BUSINESS

12.0 ADJOURNMENT



One Olde Half Day Road
Lincolnshire, IL 60069
www.lincolnshireil.gov



2.1

**MINUTES
REGULAR VILLAGE BOARD MEETING
Monday, September 28, 2015**

Present:

~~Mayor Brandt~~

Trustee Grujanac

Trustee McAllister

Trustee Servi

Village Attorney Simon

Chief of Police Kinsey

Community & Economic Development

Director McNellis

Trustee Feldman

Trustee Hancock

Trustee McDonough

Village Clerk Mastandrea

~~Village Manager Burke~~

Village Treasurer/Finance Director Peterson

Public Works Director Woodbury

ROLL CALL

Village Clerk Mastandrea called the roll.

In Mayor Brandt's absence, Village Clerk Mastandrea called for the appointment of a Temporary Chair. Trustee Grujanac made the motion to appoint Trustee McDonough as Temporary Chair. Trustee McAllister seconded the motion, and upon a voice vote the motion passed in favor of appointing Trustee McDonough Temporary Chair.

Temporary Chair McDonough called the meeting to order at 7:01 p.m.

2.1 Approval of the September 15, 2015 Regular Village Board Meeting Minutes

Trustee Hancock moved and Trustee Servi seconded the motion to approve the minutes of the Regular Village Board Meeting of September 15, 2015 as presented. The roll call vote was as follows: AYES: Trustees McDonough, Servi, Hancock, and Grujanac NAYS: None. ABSENT: None. ABSTAIN: Trustees Feldman and McAllister. Temporary Chair McDonough declared the motion carried.

3.0 REPORTS OF OFFICERS

3.1 Mayor's Report - None

3.2 Village Clerk's Report - None

3.3 Village Treasurer's Report - None

3.4 Village Manager's Report - None

4.0 PAYMENT OF BILLS

4.1 **Bills Presented for Payment on September 28, 2015 in the amount of \$1,330,497.79**

Finance Director Peterson provided a summary of the September 28, 2015 bills prelist presented for payment with the total being \$1,330,497.79. The total amount is based on \$128,400 for the General Fund, \$323,850 for Water & Sewer Operations, \$175,000 Motor Fuel Tax, \$1,100 for Retirement Fund, \$212,100 for Water & Sewer Improvements, \$24,600 for Vehicle Maintenance, \$900 for E911, and \$464,500 for the General Capital Fund.

Trustee Servi moved and Trustee Grujanac seconded the motion to approve the bills prelist as presented. The roll call vote was as follows: AYES: Trustees Servi, McDonough, Hancock, Feldman, Grujanac, and McAllister. NAYS: None. ABSENT: None. ABSTAIN: None. Temporary Chair McDonough declared the motion carried.

5.0 CITIZENS WISHING TO ADDRESS THE BOARD (on agenda items only)

6.0 PETITIONS AND COMMUNICATIONS

7.0 CONSENT AGENDA

- 7.1 Approval of an Ordinance Authorizing the Sale of Surplus Property (Village of Lincolnshire)**
- 7.2 Approval of the STARCOM21 User Agreement to Allow Police Department to Join Motorola's STARCOM21 Radio Network (Village of Lincolnshire)**
- 7.3 Approval of Police Department Purchase of Twenty-Eight (28) Motorola APx6000 Portable Radios at a cost of \$93,438 (Village of Lincolnshire)**

Trustee Grujanac moved and Trustee Feldman seconded the motion to approve the Consent Agenda. The roll call vote was as follows: AYES: Trustees Feldman, Grujanac, Hancock, McDonough, Servi, and McAllister. NAYS: None. ABSENT: None. ABSTAIN: None. Temporary Chair McDonough declared the motion carried.

8.0 ITEMS OF GENERAL BUSINESS

8.1 Planning, Zoning & Land Use

8.2 Finance and Administration

8.3 Public Works

- 8.31 Consideration, Discussion and Approval of an Ordinance Amending Section 8-2-4A of Title 8, Chapter 2 (Village Water & Sewer Regulations), of the Lincolnshire Village Code Regarding Water Use Restrictions (Village of Lincolnshire – Waiver of Second Reading Requested)**

Public Works Director Woodbury provided a summary of the proposed ordinance amending water use regulations and restrictions stating the Illinois Department of Natural Resources periodically makes amendments to the Lake Michigan allocation rules and passes this on to governmental entities that fall within their jurisdiction. The proposed, mandatory ordinance applies to residential water use restrictions.

Trustee McDonough asked if the mandatory ordinance only has two small changes related to restriction on time of watering. Public Works Director Woodbury confirmed only two changes are called out in the proposed ordinance.

Trustee Grujanac moved and Trustee Feldman seconded the motion to waive the second reading of an Ordinance Amending Section 8-2-4A of Title 8, Chapter 2 (Village Water & Sewer Regulations), of the Lincolnshire Village Code Regarding Water Use Restrictions. The roll call vote was as follows: AYES: Trustees McDonough, Servi, Hancock, Feldman, Grujanac and McAllister. NAYS: None. ABSENT: None. ABSTAIN: None. Temporary Chair McDonough declared the motion carried.

Trustee Grujanac moved and Trustee Hancock seconded the motion to approve an Ordinance Amending Section 8-2-4A of Title 8, Chapter 2 (Village Water & Sewer Regulations), of the Lincolnshire Village Code Regarding Water Use Restrictions. The roll call vote was as follows: AYES: Trustees McDonough, Servi, Hancock, Feldman, Grujanac and McAllister. NAYS: None. ABSENT: None. ABSTAIN: None. Temporary Chair McDonough declared the motion carried.

8.4 Police

8.5 Parks and Recreation

8.6 Judiciary and Personnel

9.0 REPORTS OF SPECIAL COMMITTEES

10.0 UNFINISHED BUSINESS

11.0 NEW BUSINESS

Trustee Hancock noted there was a discussion at the last Architectural Review Board (ARB) Meeting regarding review of retail and commercial but not anything residential. A discussion regarding the possibility of looking at residential architecture review followed. Trustee Hancock highlighted some examples for the Village Board to consider the ARB possibly being responsible to review for residential in the future. Temporary Chair McDonough noted this would require a change to the current Village ordinance pertaining to architecture review.

Community & Economic Development Director McNellis stated the proposed 2016 goals are to re-visit the residential character of the Village and review all the factors affecting this character which would include the design review.

Trustee Feldman suggested being careful in putting too many limitations on residential restrictions. Trustee Hancock gave some examples of what the ARB would review and possibly limit. Trustee McDonough agreed with both Trustees and stated there should be some sort of standards, but it is hard to limit developers on exactly what they are to build. It was the consensus of the Village Board further discussion is needed and additional conversations regarding this topic would take place during the upcoming budget process.

12.0 EXECUTIVE SESSION

13.0 ADJOURNMENT

Trustee Grujanac moved and Trustee McAllister seconded the motion to adjourn. The voice vote was unanimous and Temporary Chair McDonough declared the meeting adjourned at 7:15 p.m.

Respectfully submitted,
VILLAGE OF LINCOLNSHIRE

Barbara Mastandrea
Village Clerk



VILLAGE OF LINCOLNSHIRE
BILLS PRESENTED FOR PAYMENT
October 13, 2015

General Fund	\$	73,905.94
Water & Sewer Fund	\$	24,355.59
Motor Fuel Tax		
Retirement Fund	\$	44,909.71
Water & Sewer Improvement Fund		
Fraud, Alcohol, Drug Enforcement		
Vehicle Maintenance Fund	\$	2,606.94
E 911 Fund	\$	24,075.00
Park Development Fund		
Sedgebrook SSA		
SSA Traffic Signal		
General Capital Fund	\$	<u>30,304.23</u>
GRAND TOTAL	\$	200,157.41

Brad Burke, Village Manager

DATE: 10/07/2015
 TIME: 11:29:54
 ID: AP444000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 DETAIL BOARD REPORT

PAGE: 1

MANUAL CHECKS ISSUED 09/29/2015 THRU 10/12/2015

INVOICE #	INVOICE DATE	INVOICE ITEM #	DESCRIPTION	ACCOUNT #	CHECK #	CHECK DATE	ITEM AMT
I2211			IMRF				
71417	09/17/15	01	MEMBER CONTRIB 09/2015	0600452230	201538	09/30/15	11,372.98
		02	EMPLOYER CONTRIB 09/2015	0601709101			32,740.07
		03	CONTRIBUTION CREDIT	0601709101			-0.22
						INVOICE TOTAL:	44,112.83
						VENDOR TOTAL:	44,112.83
P1140			PAYLOCITY				
101747885	10/02/15	01	10/02 PAY SERVICES	0112619130	201540	09/29/15	196.36
						INVOICE TOTAL:	196.36
						VENDOR TOTAL:	196.36
P1150			PAYMENT SERVICE NETWORK INC.				
114682	10/07/15	01	09/2015 Pay Services	0201619001	201541	09/29/15	391.10
						INVOICE TOTAL:	391.10
						VENDOR TOTAL:	391.10
						TOTAL ALL INVOICES:	44,700.29

DATE: 10/07/2015
 TIME: 11:30:47
 ID: AP443000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/12/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

General Fund			
00	Assets-Liabilities-Revenues		
M0485	MADISON NAT'L LIFE INSURANCE	10,169.39	8.73
V1530	VILLAGE GREEN BACELINE LP	27.01	750.00
	Assets-Liabilities-Revenues		758.73
01	Administration Services		
A0117	AMERICAN EXPRESS	27,701.12	59.99
S1444	AARON SHAPIRO		201.08
	Administration Services		261.07
02	Finance		
A0117	AMERICAN EXPRESS	27,701.12	85.00
P1306	MICHAEL R. PETERSON	1,144.25	665.00
	Finance		750.00
05	Police		
A0117	AMERICAN EXPRESS	27,701.12	187.00
A1631	ADVANCED BUSINESS GROUP LLC	4,834.44	537.16
F1366	FOREMOST PROMOTIONS		800.66
J1085	J. G. UNIFORMS, INC.	1,202.84	482.48
L1140	LAW ENFORCEMENT SUPPLY, INC.		56.96
L1155	VIL OF LINCOLNSHIRE-PETTY CASH	3,268.60	57.94
O0669	RAY O'HERRON CO INC	3,334.99	2,738.80
U1435	UNIVERSITY OF IL-GAR	450.00	294.00
	Police		5,155.00
08	Community & Economic Dev		
A0117	AMERICAN EXPRESS	27,701.12	195.00
B1056	B & F CONSTRUCTION CODE	41,917.55	2,633.60
L0875	LINCOLNSHIRE RIVERWOODS FPD	17,324.40	1,200.00
L1155	VIL OF LINCOLNSHIRE-PETTY CASH	3,268.60	22.09
	Community & Economic Dev		4,050.69

INVOICES DUE ON/BEFORE 10/12/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

General Fund			
12	Insurance & Common Expense		
A0974	A T & T	1,212.78	128.88
B2781	BASECAMP WEB SOLUTIONS	1,391.25	24.75
C0115	CL GRAPHICS	16,896.17	470.30
C0478	COMCAST PHONE LLC	2,502.99	250.29
C1012	CALL ONE	9,634.15	332.73
I1076	ILLINOIS PUBLIC RISK FUND	185,337.00	9,907.95
I1600	INLAND COMMERCIAL PROP MGT INC	51,618.61	4,953.06
M1195	MICHAEL MERANDA, JR	4,117.48	600.00
M1328	MESIROW INSURANCE SERVICES	95,648.12	2,030.05
N1142	NORTH SUBURBAN EMPLOYEE	60,178.00	4,947.22
	Insurance & Common Expense		23,645.23
20	PW Administration		
A0117	AMERICAN EXPRESS	27,701.12	1,366.92
E1633	EDT LLC		195.00
G1107	GEWALT HAMILTON ASSOCIATES	66,731.65	17,281.75
P1673	PADDOCK PUBLICATIONS, INC.	998.20	78.20
	PW Administration		18,921.87
21	PW Streets		
A2614	APWA-CHICAGO METRO CHAPTER	60.00	35.00
C1260	ARTHUR CLESEN, INC.	6,902.74	221.50
F1552	FIRST CHOICE COFFEE SERVICES	2,008.00	22.06
T2583	TRAFFIC CONTROL & PROTECTION	5,755.65	315.00
	PW Streets		593.56
22	PW Parks & Open Space		
A0117	AMERICAN EXPRESS	27,701.12	73.75
D1124	THE DAVEY TREE EXPERT COMPANY	75,154.50	15,600.00
F1552	FIRST CHOICE COFFEE SERVICES	2,008.00	22.06
G1355	GREAT LAKES COCA-COLA DIST	396.24	181.44
H1036	HIDDEN LAKES CONDOMINIUM		1,886.50
L1155	VIL OF LINCOLNSHIRE-PETTY CASH	3,268.60	44.75
N0407	NORTH SHORE GAS	4,917.68	64.99
	PW Parks & Open Space		17,873.49

DATE: 10/07/2015
TIME: 11:30:47
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-- VILLAGE OF LINCOLNSHIRE --
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 10/12/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

General Fund			
25	PW Buildings		
B1638	BADE PAPER PRODUCTS	6,610.08	167.00
B2712	BEST QUALITY CLEANING, INC.	31,453.18	1,350.00
F1552	FIRST CHOICE COFFEE SERVICES	2,008.00	134.40
W1422	MICHAEL WAGNER & SONS, INC	7.56	48.54
	PW Buildings		1,699.94
Water & Sewer Fund			
01	Administration		
A0974	A T & T	1,212.78	14.32
B2781	BASECAMP WEB SOLUTIONS	1,391.25	2.75
C0115	CL GRAPHICS	16,896.17	52.26
C0478	COMCAST PHONE LLC	2,502.99	27.82
C1012	CALL ONE	9,634.15	776.38
I1076	ILLINOIS PUBLIC RISK FUND	185,337.00	4,420.47
M1328	MESIROW INSURANCE SERVICES	95,648.12	905.71
N1142	NORTH SUBURBAN EMPLOYEE	60,178.00	754.76
V1444	VERIZON WIRELESS SERVICES LLC	18,481.45	237.12
	Administration		7,191.59
02	Operations		
A0121	AMERICAN WATER WORKS ASSOC	293.50	196.00
B0145	BAXTER & WOODMAN INC	125,052.33	7,830.59
D1334	DEMUTH, INC.	7,700.00	8,500.00
F0707	FEDEX	692.11	24.30
F1552	FIRST CHOICE COFFEE SERVICES	2,008.00	22.08
N0407	NORTH SHORE GAS	4,917.68	199.93
	Operations		16,772.90
Retirement Fund			
01	Operating		
D1426	ROSA DE LA COTERA	157.41	157.06
G1006	YAKOV GERSHBERG		179.07
M1449	SHELDON MILMAN	135.13	134.81
S1223	MARGUERITE A. SCHUFREIDER		325.94
	Operating		796.88

DATE: 10/07/2015
 TIME: 11:30:47
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-- VILLAGE OF LINCOLNSHIRE --
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 10/12/2015

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

Vehicle Maintenance Fund			
01	Operating		
A0702	ARLINGTON HEIGHTS FORD	6,859.38	739.36
B1182	BONNELL INDUSTRIES INC.	44,036.03	397.01
I1076	ILLINOIS PUBLIC RISK FUND	185,337.00	914.58
L1010	LAKE-COOK C.V. JOINTS INC.		174.00
M1328	MESIROW INSURANCE SERVICES	95,648.12	187.40
N1142	NORTH SUBURBAN EMPLOYEE	60,178.00	194.59
	Operating		2,606.94
E911 Fund			
01	Operating		
V1622	VILLAGE OF VERNON HILLS	237,173.60	24,075.00
	Operating		24,075.00
General Capital Fund			
12	Insurance & Common Expense		
C1189	CDW GOVERNMENT, INC.	5,206.53	1,325.60
	Insurance & Common Expense		1,325.60
21	PW Streets		
F2110	FRONT RANGE ENVIRONMENTAL	42,327.15	11,888.24
G0723	W. W. GRAINGER, INC	7,020.72	257.68
V1055	VERNON TWP HIGHWAY DEPT		15,514.71
	PW Streets		27,660.63
22	PW Parks & Open Space		
B0910	BOLLINGER, LACH & ASSOCIATES	11,865.00	1,318.00
	PW Parks & Open Space		1,318.00
	TOTAL ALL DEPARTMENTS		155,457.12

DATE: 10/07/15
 TIME: 11:52:18
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-- VILLAGE OF LINCOLNSHIRE --
 PAID INVOICES BY ACCOUNT NUMBER

PAGE: 1

General Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-00-45-2218	Employee Ded Addl Madison Life MADISON NAT'L LIFE INSURANCE	M0485	10/02/15 PAYROLL DEDUCTION	D000173	10/12/15	8.73
			ACCOUNT TOTAL:			8.73
01-00-50-2493	Cash Bonds- Tree Preservation VILLAGE GREEN BACELINE LP	V1530	100 VIL.GRN.-TREE BOND REFUND	73720	10/12/15	750.00
			ACCOUNT TOTAL:			750.00
01-01-63-3000	Professional Development AMERICAN EXPRESS	A0117	BURKE NIU ALUMNI ICMA DINNER	73666	10/12/15	50.00
			ACCOUNT TOTAL:			50.00
01-01-63-7000	Board & Commissions AMERICAN EXPRESS	A0117	SEPT 2015 DROPBOX FEE	73666	10/12/15	9.99
			ACCOUNT TOTAL:			9.99
01-01-63-9000	Business Expenses AARON SHAPIRO	S1444	REIMBURSE BBQ CHALLENGE	73715	10/12/15	201.08
			ACCOUNT TOTAL:			201.08
01-02-63-3000	Professional Development AMERICAN EXPRESS MICHAEL R. PETERSON	A0117 P1306	GABBARD IGFOA SEMINAR IML- Treas Session & hotel	73666 D000175	10/12/15 10/12/15	85.00 665.00
			ACCOUNT TOTAL:			750.00
01-05-61-4025	Prof Serv- Internet Connection ADVANCED BUSINESS GROUP LLC	A1631	SEPT T1 LINE, SERVICE CHG, VPN	73670	10/12/15	537.16
			ACCOUNT TOTAL:			537.16
01-05-62-3007	Maint Mat- Evidence Collection AMERICAN EXPRESS	A0117	POLICE - BARRIER TAPE	73666	10/12/15	175.00
			ACCOUNT TOTAL:			175.00
01-05-63-3002	Prof Dev- Certified Courses					

General Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-05-63-6007	Uniform- Replacement RAY O'HERRON CO INC	00669	Shipping	73712	10/12/15	7.96
	RAY O'HERRON CO INC	00669	5517-3 Handcuff Case B/W	73712	10/12/15	28.00
	RAY O'HERRON CO INC	00669	Shipping	73712	10/12/15	8.62
	RAY O'HERRON CO INC	00669	5527-3 B/W OC Spray Case	73712	10/12/15	15.50
	RAY O'HERRON CO INC	00669	5SW-NV 5 Star Serge Hat	73712	10/12/15	39.95
	RAY O'HERRON CO INC	00669	107-DKYL Rev Rain Hat Cover	73712	10/12/15	9.00
	RAY O'HERRON CO INC	00669	M/0325 Silver Floral Hat Strap	73712	10/12/15	8.00
	RAY O'HERRON CO INC	00669	5586 S/S Shirt DutyMaxx Light	73712	10/12/15	225.00
	RAY O'HERRON CO INC	00669	586 L/S Shirt DutyMaxx Light	73712	10/12/15	245.00
	RAY O'HERRON CO INC	00669	E254RN 4 Pocket DutyMaxx Navy	73712	10/12/15	112.00
	RAY O'HERRON CO INC	00669	E234 6 Pocket DutyMaxx Navy	73712	10/12/15	135.90
	RAY O'HERRON CO INC	00669	5469 Mic Holder B/W chrome sna	73712	10/12/15	5.99
	RAY O'HERRON CO INC	00669	6505-3 Garrison Belt 1 3/4 B/W	73712	10/12/15	20.00
	RAY O'HERRON CO INC	00669	6501-3 Sam Brown Belt B/W	73712	10/12/15	46.50
	RAY O'HERRON CO INC	00669	5456-3 Belt Keeper 3/4 Std B/W	73712	10/12/15	18.00
	RAY O'HERRON CO INC	00669	50-BC-PRC Silver Duotone Name	73712	10/12/15	16.00
	RAY O'HERRON CO INC	00669	AH8512 Aluminum Report Holder	73712	10/12/15	26.00
	RAY O'HERRON CO INC	00669	AH48102 Aluminum Ticket Book	73712	10/12/15	22.00
	RAY O'HERRON CO INC	00669	343P Police Traffic Vest	73712	10/12/15	49.50
	RAY O'HERRON CO INC	00669	Shipping	73712	10/12/15	10.00
	RAY O'HERRON CO INC	00669	314N L/S Textrop Shirt Navy	73712	10/12/15	111.00
	RAY O'HERRON CO INC	00669	B/G LPD Sgt. Stripes sewn on	73712	10/12/15	11.97
			ACCOUNT TOTAL:			2,795.76
01-05-63-9000	Business Expenses AMERICAN EXPRESS	A0117	POLICE GREETING CARDS	73666	10/12/15	12.00
	VIL OF LINCOLNSHIRE-PETTY CASH	L1155	GAS FOR TAZZIOLI GRDUATN- WATS	73703	10/12/15	11.73
	VIL OF LINCOLNSHIRE-PETTY CASH	L1155	SPARE SQUAD KEYS- WATSON	73703	10/12/15	8.44
			ACCOUNT TOTAL:			32.17
01-05-63-9002	Comm Oriented Awareness & Prev FOREMOST PROMOTIONS	F1366	Orange Lip Balm	73688	10/12/15	312.50
	FOREMOST PROMOTIONS	F1366	LPD Mugs	73688	10/12/15	488.16
			ACCOUNT TOTAL:			800.66
01-08-61-4161	Prof Serv- Bld-Fire Review/Ins B & F CONSTRUCTION CODE	B1056	625 BARCLAY--INTR.COMML BLDOUT	73674	10/12/15	2,633.60
	LINCOLNSHIRE RIVERWOODS FPD	L0875	25 TRISTATE-CDW-ANGULSYSTEM	73700	10/12/15	1,000.00
	LINCOLNSHIRE RIVERWOODS FPD	L0875	2000 MILLBRK-FIRE SPRINKLER	73700	10/12/15	200.00
			ACCOUNT TOTAL:			3,833.60
01-08-63-3000	Professional Development					

DATE: 10/07/15
 TIME: 11:52:18
 ID: AP4A0000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 PAID INVOICES BY ACCOUNT NUMBER

General Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-08-63-3000	Professional Development AMERICAN EXPRESS VIL OF LINCOLNSHIRE-PETTY CASH	A0117 L1155	LAKE COUNTY VISITORS LUNCH CNU Density by Design- Robles	73666 73703	10/12/15 10/12/15	195.00 22.09
			ACCOUNT TOTAL:			217.09
01-12-61-1000	Telephone CALL ONE	C1012	MONTHLY PHONE BILL 09/15/15	73680	10/12/15	332.73
			ACCOUNT TOTAL:			332.73
01-12-61-2004	Print- Letterhead Supplies CL GRAPHICS	C0115	FISHER BUSINESS CARDS	73678	10/12/15	89.18
			ACCOUNT TOTAL:			89.18
01-12-61-4000	Prof Serv- Video Services MICHAEL MERANDA, JR MICHAEL MERANDA, JR MICHAEL MERANDA, JR MICHAEL MERANDA, JR MICHAEL MERANDA, JR	M1195 M1195 M1195 M1195 M1195	9/28/15 RVB/COW MEETING 8/13/15 ZONING BOARD MEETING 9/15/15 RVB/COW MEETING 9/16/15 ARB MEETING 9/21/15 PARK BOARD MEETING	D000174 D000174 D000174 D000174 D000174	10/12/15 10/12/15 10/12/15 10/12/15 10/12/15	120.00 120.00 120.00 120.00 120.00
			ACCOUNT TOTAL:			600.00
01-12-61-5503	Data Sys- Internet Connection A T & T COMCAST PHONE LLC	A0974 C0478	N PK INTERNET 08/11-09/10/15 T-1 LINE / SEPT 2015	73669 73679	10/12/15 10/12/15	128.88 250.29
			ACCOUNT TOTAL:			379.17
01-12-61-8702	Medical Premiums- Dental NORTH SUBURBAN EMPLOYEE	N1142	OCTOBER 2015 DENTAL	73707	10/12/15	4,947.22
			ACCOUNT TOTAL:			4,947.22
01-12-61-8800	Property/ Liability Insurance MESIROW INSURANCE SERVICES	M1328	Hanover Ins 8 of 12 installmnt	73704	10/12/15	2,030.05
			ACCOUNT TOTAL:			2,030.05
01-12-61-8801	Workers Comp ILLINOIS PUBLIC RISK FUND	I1076	Nov- Workers Comp & Admin Fee	73697	10/12/15	9,907.95
			ACCOUNT TOTAL:			9,907.95
01-12-61-9118	Cont Svc- Website Consult					

DATE: 10/07/15
 TIME: 11:52:18
 ID: AP4A0000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 PAID INVOICES BY ACCOUNT NUMBER

General Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-12-61-9118	Cont Svc- Website Consult BASECAMP WEB SOLUTIONS	B2781	WEBSITE CONSULT - CONTACTS	73677	10/12/15	24.75
			ACCOUNT TOTAL:			24.75
01-12-61-9130	Cont Svc- Payroll Processing PAYLOCITY	P1140	10/02 PAY SERVICES	201540	09/29/15	196.36
			ACCOUNT TOTAL:			196.36
01-12-61-9140	Cont Svc- Downtown Maint INLAND COMMERCIAL PROP MGT INC	I1600	10/1/15-VOL.DOWNTOWN MAINT.	73698	10/12/15	4,953.06
			ACCOUNT TOTAL:			4,953.06
01-12-62-1000	Office Supplies CL GRAPHICS CL GRAPHICS CL GRAPHICS	C0115 C0115 C0115	Business envelopes Window envelopes Shipping	73678 73678 73678	10/12/15 10/12/15 10/12/15	175.77 175.77 29.58
			ACCOUNT TOTAL:			381.12
01-20-61-4018	Prof Serv- Misc Engineering GEWALT HAMILTON ASSOCIATES GEWALT HAMILTON ASSOCIATES	G1107 G1107 G1107 G1107 G1107 G1107 G1107 G1107 G1107	PE services 7/27/15 to 8/23/15 As-built review 10 Essex As-built review 97 Elm As-built review 5 Thornfields As-built review 74 Hickory As-built review 3 Thornfields 2nd plan review 308 Hamilton As-built review 34 Linc Dr 1st plan review 400 Industrial	73694 73694 73694 73694 73694 73694 73694 73694 73694	10/12/15 10/12/15 10/12/15 10/12/15 10/12/15 10/12/15 10/12/15 10/12/15 10/12/15	16,737.75 68.00 68.00 68.00 68.00 68.00 68.00 68.00 68.00
			ACCOUNT TOTAL:			17,281.75
01-20-61-5000	Legal Notices PADDOCK PUBLICATIONS, INC.	P1673	Bid notice-custodial bid 9-11	73713	10/12/15	78.20
			ACCOUNT TOTAL:			78.20
01-20-61-9000	Outside Services EDT LLC	E1633	Finger printing for CDL	73686	10/12/15	195.00
			ACCOUNT TOTAL:			195.00
01-20-63-3000	Professional Development					

DATE: 10/07/15
 TIME: 11:52:18
 ID: AP4A0000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 PAID INVOICES BY ACCOUNT NUMBER

General Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-20-63-3000	Professional Development AMERICAN EXPRESS	A0117	WOODBURY APWA AIRFAIRE	73666	10/12/15	638.70
	AMERICAN EXPRESS	A0117	WOODBURY APWA BAGGAGE	73666	10/12/15	25.00
	AMERICAN EXPRESS	A0117	WOODBURY APWA HOTEL STAY	73666	10/12/15	624.22
	AMERICAN EXPRESS	A0117	WOODBURY EXCEL SEMINAR	73666	10/12/15	79.00
			ACCOUNT TOTAL:			1,366.92
01-21-62-3041	MAINT MAT- ST SIGN MATERIALS TRAFFIC CONTROL & PROTECTION	T2583	Imp recov. stop for Ped sign	73716	10/12/15	315.00
			ACCOUNT TOTAL:			315.00
01-21-62-3111	R&R- PARKWAY RESTORATION ARTHUR CLESEN, INC.	C1260	Strawblanket, seed mix	73682	10/12/15	221.50
			ACCOUNT TOTAL:			221.50
01-21-63-3000	PROFESSIONAL DEVELOPMENT APWA-CHICAGO METRO CHAPTER	A2614	Registration fee for Scott M.	73671	10/12/15	35.00
			ACCOUNT TOTAL:			35.00
01-21-63-9000	BUSINESS EXPENSES FIRST CHOICE COFFEE SERVICES	F1552	BUSINESS EXPENSE- COFFEE	73689	10/12/15	22.06
			ACCOUNT TOTAL:			22.06
01-22-61-8000	GAS UTILITIES NORTH SHORE GAS	N0407	Parks natural gas supply	73706	10/12/15	64.99
			ACCOUNT TOTAL:			64.99
01-22-61-9089	TREE REMOVAL- EMG, HAZ, DISEAS THE DAVEY TREE EXPERT COMPANY	D1124	7/31 Old Mill Pk hazard tree	73683	10/12/15	3,487.50
	THE DAVEY TREE EXPERT COMPANY	D1124	Ash, bike path and Old Mill Pk	73683	10/12/15	6,112.50
	THE DAVEY TREE EXPERT COMPANY	D1124	8/25 Stump grinding at SLP	73683	10/12/15	337.50
	THE DAVEY TREE EXPERT COMPANY	D1124	8/27 Linc Dr, Bicen Pk various	73683	10/12/15	2,062.50
	THE DAVEY TREE EXPERT COMPANY	D1124	Oxford@22, Cambridge, Oakwood	73683	10/12/15	1,575.00
	THE DAVEY TREE EXPERT COMPANY	D1124	9/17 removals at Old Mill Pk	73683	10/12/15	2,025.00
			ACCOUNT TOTAL:			15,600.00
01-22-61-9161	LNDS SCP MAINT- CUL-DE-SAC					

DATE: 10/07/15
 TIME: 11:52:18
 ID: AP4A0000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 PAID INVOICES BY ACCOUNT NUMBER

General Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
01-22-61-9161	LNDSCP MAINT- CUL-DE-SAC HIDDEN LAKES CONDOMINIUM	H1036	Prune-clean up landscape	73696	10/12/15	1,886.50
			ACCOUNT TOTAL:			1,886.50
01-22-61-9200	SPECIAL EVENTS- BOO BASH AMERICAN EXPRESS	A0117	PUMPKIN BOUNCE HOUSE DEPOSIT	73666	10/12/15	73.75
			ACCOUNT TOTAL:			73.75
01-22-61-9215	SPECIAL EVENTS- RED, WHT, & BM VIL OF LINCOLNSHIRE-PETTY CASH	L1155	FOOD FOR DEBRIEF MTG- ZOZULYA	73703	10/12/15	14.75
			ACCOUNT TOTAL:			14.75
01-22-63-9000	BUSINESS EXPENSES FIRST CHOICE COFFEE SERVICES GREAT LAKES COCA-COLA DIST VIL OF LINCOLNSHIRE-PETTY CASH	F1552 G1355 L1155	BUSINESS EXPENSE- COFFEE Pop for machine at N-Park CDL LICENSE- FISHER	73689 73695 73703	10/12/15 10/12/15 10/12/15	22.06 181.44 30.00
			ACCOUNT TOTAL:			233.50
01-25-61-9008	CONT SVC- CUSTODIAL VH BEST QUALITY CLEANING, INC.	B2712	VH Quarterly cleaning 9/1915	73676	10/12/15	1,350.00
			ACCOUNT TOTAL:			1,350.00
01-25-62-3002	MAINT MAT- BLDG COMMODITIES MICHAEL WAGNER & SONS, INC	W1422	Plumbing parts-Village Hall	73722	10/12/15	48.54
			ACCOUNT TOTAL:			48.54
01-25-62-3027	MAINT MAT- PAPER GOODS BADE PAPER PRODUCTS	B1638	Paper goods	73675	10/12/15	167.00
			ACCOUNT TOTAL:			167.00
01-25-63-9000	BUSINESS EXPENSES FIRST CHOICE COFFEE SERVICES	F1552	BUSINESS EXPENSE- COFFEE	73689	10/12/15	134.40
			ACCOUNT TOTAL:			134.40
	General Fund					73,905.94

DATE: 10/07/15
 TIME: 11:52:18
 ID: AP4A0000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 PAID INVOICES BY ACCOUNT NUMBER

PAGE: 8

Water & Sewer Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
02-01-61-1000	TELEPHONE CALL ONE	C1012	MONTHLY PHONE BILL 09/15/15	73680	10/12/15	776.38
			ACCOUNT TOTAL:			776.38
02-01-61-1002	TELEPHONE- CELLULAR VERIZON WIRELESS SERVICES LLC	V1444	DATA PLAN UTIL 08/13-09/12/15	73719	10/12/15	237.12
			ACCOUNT TOTAL:			237.12
02-01-61-2004	PRINT- LETTERHEAD SUPPLIES CL GRAPHICS	C0115	FISHER BUSINESS CARDS	73678	10/12/15	9.91
			ACCOUNT TOTAL:			9.91
02-01-61-5503	DATA SYS- INTERNET CONNECTION A T & T COMCAST PHONE LLC	A0974 C0478	N PK INTERNET 08/11-09/10/15 T-1 LINE / SEPT 2015	73669 73679	10/12/15 10/12/15	14.32 27.82
			ACCOUNT TOTAL:			42.14
02-01-61-8702	MEDICAL PREMIUMS- DENTAL NORTH SUBURBAN EMPLOYEE	N1142	OCTOBER 2015 DENTAL	73707	10/12/15	754.76
			ACCOUNT TOTAL:			754.76
02-01-61-8800	PROPERTY/LIABILITY INS MESIROW INSURANCE SERVICES	M1328	Hanover Ins 8 of 12 installmnt	73704	10/12/15	905.71
			ACCOUNT TOTAL:			905.71
02-01-61-8801	WORKERS COMP ILLINOIS PUBLIC RISK FUND	I1076	Nov- Workers Comp & Admin Fee	73697	10/12/15	4,420.47
			ACCOUNT TOTAL:			4,420.47
02-01-61-9001	CONT SVC- PAYMT PROCESSING PAYMENT SERVICE NETWORK INC.	P1150	09/2015 Pay Services	201541	09/29/15	391.10
			ACCOUNT TOTAL:			391.10
02-01-61-9118	CUST SERV- WEBSITE CONSULT					

DATE: 10/07/15
 TIME: 11:52:18
 ID: AP4A0000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 PAID INVOICES BY ACCOUNT NUMBER

Water & Sewer Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
02-01-61-9118	CUST SERV- WEBSITE CONSULT BASECAMP WEB SOLUTIONS	B2781	WEBSITE CONSULT - CONTACTS	73677	10/12/15	2.75
			ACCOUNT TOTAL:			2.75
02-01-62-1000	OFFICE SUPPLIES CL GRAPHICS CL GRAPHICS CL GRAPHICS	C0115 C0115 C0115	Business envelopes Window envelopes Shipping	73678 73678 73678	10/12/15 10/12/15 10/12/15	19.53 19.53 3.29
			ACCOUNT TOTAL:			42.35
02-02-61-3007	EQ MAINT- REP RESVOIR/LIFT ST BAXTER & WOODMAN INC BAXTER & WOODMAN INC	B0145 B0145	Emergency station repairs Emergency station repairs	73672 73672	10/12/15 10/12/15	3,901.13 3,929.46
			ACCOUNT TOTAL:			7,830.59
02-02-61-8000	GAS UTILITIES NORTH SHORE GAS	N0407	Utilities natural gas supply	73706	10/12/15	199.93
			ACCOUNT TOTAL:			199.93
02-02-61-9013	CONT SVC- EMERG REP & REST DEMUTH, INC. DEMUTH, INC.	D1334 D1334	Emerg. WM repair 233 Brampton Emerg. WM repair 217 Brampton	73684 73684	10/12/15 10/12/15	3,500.00 5,000.00
			ACCOUNT TOTAL:			8,500.00
02-02-63-1000	MEMBERSHIPS AMERICAN WATER WORKS ASSOC	A0121	Membership fee for Bob Suda	73667	10/12/15	196.00
			ACCOUNT TOTAL:			196.00
02-02-63-9000	BUSINESS EXPENSES FEDEX FIRST CHOICE COFFEE SERVICES	F0707 F1552	Ship test results to IEPA BUSINESS EXPENSE- COFFEE	73687 73689	10/12/15 10/12/15	24.30 22.08
			ACCOUNT TOTAL:			46.38
			Water & Sewer Fund			24,355.59

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DATE: 10/07/15
 TIME: 11:52:18
 ID: AP4A0000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 PAID INVOICES BY ACCOUNT NUMBER

PAGE: 10

Retirement Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
06-00-45-2230	EMP DED-IMRF IMRF	I2211	MEMBER CONTRIB 09/2015	201538	09/30/15	11,372.98
			ACCOUNT TOTAL:			11,372.98
06-01-63-9003	Taxpayer Refunds ROSA DE LA COTERA YAKOV GERSHBERG SHELDON MILMAN MARGUERITE A. SCHUPFREIDER	D1426 G1006 M1449 S1223	SR CITIZEN PROPERTY TAX RELIEF SR CITIZEN PROPERTY TAX RELIEF SR CITIZEN PROPERTY TAX RELIEF SR CITIZEN PROPERTY TAX RELIEF	73685 73692 73705 73714	10/12/15 10/12/15 10/12/15 10/12/15	157.06 179.07 134.81 325.94
			ACCOUNT TOTAL:			796.88
06-01-70-9101	IMRF IMRF IMRF	I2211 I2211	EMPLOYER CONTRIB 09/2015 CONTRIBUTION CREDIT	201538 201538	09/30/15 09/30/15	32,740.07 -0.22
			ACCOUNT TOTAL:			32,739.85
	Retirement Fund					44,909.71

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DATE: 10/07/15
 TIME: 11:52:18
 ID: AP4A0000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 PAID INVOICES BY ACCOUNT NUMBER

PAGE: 11

Vehicle Maintenance Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
12-01-61-8702	MEDICAL PREMIUMS- DENTAL NORTH SUBURBAN EMPLOYEE	N1142	OCTOBER 2015 DENTAL	73707	10/12/15	194.59
			ACCOUNT TOTAL:			194.59
12-01-61-8800	PROPERTY/LIABILITY INS MESIROW INSURANCE SERVICES	M1328	Hanover Ins 8 of 12 installmnt	73704	10/12/15	187.40
			ACCOUNT TOTAL:			187.40
12-01-61-8801	WORKERS COMP ILLINOIS PUBLIC RISK FUND	I1076	Nov- Workers Comp & Admin Fee	73697	10/12/15	914.58
			ACCOUNT TOTAL:			914.58
12-01-61-9020	CONT SVC- DEALER REPAIRS ARLINGTON HEIGHTS FORD ARLINGTON HEIGHTS FORD LAKE-COOK C.V. JOINTS INC.	A0702 A0702 L1010	Wheel align,door hinge rpr-98 Trans flush for #103 Repair/balance drive shaft #89	73668 73668 73701	10/12/15 10/12/15 10/12/15	475.95 177.95 174.00
			ACCOUNT TOTAL:			827.90
12-01-62-5006	PARTS ARLINGTON HEIGHTS FORD BONNELL INDUSTRIES INC.	A0702 B1182	Light assemb-#98,thermostat#99 Hydraulic filters-plow trucks	73668 D000172	10/12/15 10/12/15	85.46 397.01
			ACCOUNT TOTAL:			482.47
	Vehicle Maintenance Fund					2,606.94

DATE: 10/07/15
TIME: 11:52:18
ID: AP4A0000.WOW

-- VILLAGE OF LINCOLNSHIRE --
PAID INVOICES BY ACCOUNT NUMBER

PAGE: 12

E911 Fund
ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
17-01-61-4029	PROF SERV- DISPATCH SERVICES VILLAGE OF VERNON HILLS	V1622	Oct. 2015 Dispatch Service	73721	10/12/15	24,075.00
			ACCOUNT TOTAL:			24,075.00
			E911 Fund			24,075.00

DATE: 10/07/15
 TIME: 11:52:18
 ID: AP4A0000.WOW

-- VILLAGE OF LINCOLNSHIRE --
 PAID INVOICES BY ACCOUNT NUMBER

PAGE: 13

General Capital Fund
 ACTIVITY FROM 09/29/2015 TO 10/12/2015

ACCOUNT #	ACCOUNT DESCRIPTION VENDOR NAME	VENDOR #	TRANSACTION DESCRIPTION	CHECK #	CHECK DATE	ITEM AMOUNT
51-12-80-9010	CA MISC- FINANCIAL SOFTWARE CDW GOVERNMENT, INC.	C1189	EPSON PRINTER & CABLE DRAWER	73681	10/12/15	1,325.60
			ACCOUNT TOTAL:			1,325.60
51-21-80-3266	EMERGENCY RESPONSE TRAILER W. W. GRAINGER, INC	G0723	Life vests for ERT	73691	10/12/15	257.68
			ACCOUNT TOTAL:			257.68
51-21-80-5021	INFRA- LINCOLNSHIRE CREEK FRONT RANGE ENVIRONMENTAL	F2110	Work through 9/24/15	73690	10/12/15	11,888.24
			ACCOUNT TOTAL:			11,888.24
51-21-84-5305	INDIAN CK MAIN RESTORATION VERNON TWP HIGHWAY DEPT	V1055	50% of materials stormswe imp	73718	10/12/15	15,514.71
			ACCOUNT TOTAL:			15,514.71
51-22-86-6401	N PK- DRAINAGE IMPROV- 72" CUL BOLLINGER, LACH & ASSOCIATES	B0910	Work thru 8/31 Permitting	73673	10/12/15	1,318.00
			ACCOUNT TOTAL:			1,318.00
	General Capital Fund					30,304.23

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**REQUEST FOR BOARD ACTION
Village Board
October 13, 2015**

Subject:	Camberley Club – Pulte Townhome PUD Proposal
Action Requested:	<p>8.11: Approval of an Ordinance Amending Ordinance No. 03-1861-38, which authorized an Annexation Agreement for the Sedgebrook Continuing Care Retirement Community, further amended by Ord. No. 14-3321-47, to permit the development of Lot 2 for an 86-unit attached single-family residential townhome community (Pulte Homes).</p> <p>8.12: Approval of Ordinance Amending Ordinance No. 03-1864-41 which established a Special Use for a Planned Unit Development (PUD) for a Continuing Care Retirement Community (CCRC), further amended by Ord. No. 04-1899-15, 04-1905-21, and 14-3322-48, to remove Lot 2 from development restrictions related to the Sedgebrook CCRC, and granting a new Special Use for a Planned Unit Development, and approval of a Preliminary Development Plan for an 86-unit attached single-family residential townhome community (Pulte Homes).</p>
Petitioner:	Pulte Homes
Originated By/Contact:	Stephen Robles, AICP - Village Planner Department of Community & Economic Development
Referred To:	Village Board, Architectural Review Board

Background:

- At the August 24th Board meeting, Pulte sought approval of amendments to the existing Sedgebrook Annexation Agreement and of a Preliminary Planned Unit Development (PUD) Plan for the (then) proposed 88-unit townhome development.
- The Annexation Agreement request (Item 8.11) failed to receive the required super-majority vote of the Board for approval. The following concerns related to the Board's vote were raised at the meeting and afterward:

1. **Density:** Mayor Brandt and Trustee Servi expressed the need for further density reductions. Trustee Servi noted his indication of a preferred density closer to 80 units.

Response: The petitioner has further reduced the density to 86 total units, a drop of two units from the August 24th meeting, as illustrated in the attached presentation packet. The units removed occur on the Lincolnshire-Prairie View School District 103 portion of the site, and are the smaller, less-expensive "Terraces" unit type.

2. **Parkland Donation:** Due to the last minute receipt of documents, Staff distributed an amended cover memorandum prior to the start of the August 24th meeting summarizing revisions to park cash donations based on overall required park improvements. Subsequent to the meeting, concerns were raised by Board members regarding the reduction in the amount of park donations to be made by Pulte. The revised parkland fee-in-lieu of land donation of \$63,832.50 was a substantial reduction from the fee donation presented at the May 26th Committee of the Whole

meeting (\$381,145).

Response: The park fee-in-lieu cash donation has been revised based on the same formula as the original May 26th proposal to the Board. The proposed fee donation at that time was \$383,488. The current proposal of \$236,000 in park cash donation represents a reduction directly proportional to the reduction of 13 units, from 101 to 88 units since May. Please note, although the total unit count is further reduced by two, there is no request to further reduce the park fee cash donation.

- 3. Riverside Road Improvements:** The current Pulte Homes and KZF/Staff Realty townhome proposals must reconstruct the majority of Riverside Road, per Village Code. However, a gap of approximately 322 linear feet of property along Riverside Road separates the two developments, as illustrated below:



Response: Mayor Brandt expressed the need to resolve the “gap” to avoid a segment of unimproved roadway. Staff made KZF/Stack Realty aware of the need for this gap to be improved during initial design development of this project. Staff continues discussions with KZF/Stack to minimize required roadway improvements adjacent to their property in order for them to construct the gap at minimal or no additional cost.

The KZF/Stack Realty developers have expressed concern over Pulte’s proposed Recapture Agreement for the realignment of Riverside Road intersection at Milwaukee Avenue, per attached letter. The intersection realignment was previously required of the Sedgebrook development, and continues to be criterion of the Village’s Update 2012 Comprehensive Plan, see attached. Initial intersection construction and costs will be borne by Pulte. Future development of benefitted properties along Riverside Road, including KZF, would be required to pay a recapture fee based on number of trips generated per dwelling unit total. Based on initial cost estimates of the intersection realignment and the 44-unit KZF townhome proposal, 30% of the final certified intersection construction costs would be required of KZF (despite the KZF/Stack development proposing a unit count 51% of Pulte’s 86 units). Additionally, Pulte will reconstruct Riverside Road to Village roadway standards along their entire frontage and **not** recapture any of those costs outside of the intersection improvements. Staff has made KZF/Stack Realty aware of the

proposed Recapture Agreement since initial development, which the structure of the Agreement has not changed since the May 26th Board meeting. Staff continues to support the proposed Recapture Agreement and allocation of costs to benefitted properties as it applies a fair and balance distribution of recapture based on trips generated by future development benefiting from the intersection. Of importance, the Boznos homestead will not be subject to recapture payment only until their property is redeveloped.

- The attached Estimated Economic Impact was prepared in response to Trustee McDonough's request at the September 28th Village Board meeting. This document was previously distributed via email to the Village Board. The Estimated Economic Impact outlines the developer donation requirements as well as the estimated cost of various public improvements required of the developer. The document also provides a breakdown of the total economic impact at initial buildout affecting various taxing bodies and separate calculations for the specific impact to the Village.
- Senior Care, property owner of Lot 2 and Sedgebrook, provided the attached letter explaining their position on Pulte's development proposal.
- Since the August 24th Board meeting, Staff received the attached correspondence from Trustee Servi regarding his position on this proposal due to his absence at Tuesday's meeting. Additional correspondence from Scott Warren, Superintendent of District 103, and Marc Blum, President of Next Realty (owner of Lincolnshire Commons) are also attached. To date, these are the only correspondence or public comment Staff received on the proposed development.

Pulte Homes will be in attendance at Tuesday night's meeting to present the proposed revisions in response to the above comments.

Reports and Documents Attached:

- Draft Ordinances regarding Amendment to the Annexation Agreement and Special Use Amendment and Special Use for a Planned Unit Development, prepared by Village Attorney Simon (including exhibits of the Preliminary PUD Plans).
- Staff Memorandum and Approved Minutes of the February 17, 2015 and March 17, 2015 ARB.
- Staff Memorandum to the May 26, June 22, and July 13, 2015 Committee of the Whole, and August 24, 2015 Regular Village Board.
- Correspondence from Brett Mehlman, COO of Lincolnshire Senior Care, LLC.
- Correspondence from Trustee Servi, Mr. Scott Warren, Superintendent of Lincolnshire-Prairie View School District 103, and Mr. Marc Blum, President of Next Realty.
- Correspondence from Jeff Rothbart, Staff Real Estate, LLC, received October 8, 2015.
- Milwaukee Avenue/Riverside Road Intersection recommendation from Update 2012 Comprehensive Plan.

Meeting History	
Village Board Preliminary Evaluation (COW):	September 22, 2014
Continued Village Board Preliminary Evaluation (COW):	November 10, 2014
ARB Preliminary Design Review:	February 17, 2015
Architectural Review Board (ARB):	March 17, 2015
Committee of the Whole (Public Hearing opened and continued)	May 11, 2015



**Agenda Item
8.11 & 8.12, VB**

Committee of the Whole (Continued Public Hearing):	May 26, 2015
Committee of the Whole (Continued Public Hearing):	June 22, 2015
Committee of the Whole (Continued Public Hearing):	July 13, 2015
Village Board:	August 24, 2015
Current Village Board:	October 13, 2015

**VILLAGE OF LINCOLNSHIRE
LAKE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**ORDINANCE APPROVING EXECUTION OF AN
AMENDMENT TO ANNEXATION AGREEMENT
(CAMBERELY CLUB)**

WHEREAS, the Village, Lincolnshire Campus, LLC and the then title holder of record of the real property legally described on **Exhibit A** hereto (the “Subject Property”) entered into that certain Annexation Agreement dated August 25, 2003, and recorded as Exhibit A to Village Ordinance No. 03-1861-38 under document number 5434455 in the Office of the Lake County Recorder of Deeds (the “Original Annexation Agreement”); and

WHEREAS, Lincolnshire Campus, LLC subsequently acquired all interest in the Subject Property; and

WHEREAS, the Village subsequently adopted Ordinance No. 03-1864-41, as amended by Ordinance No. 04-1899-15 and Ordinance No. 04-1905-21, which ordinances collectively granted for the Subject Property a special use for a planned unit development for a continuing care retirement campus and the final planned unit development plan therefor in the R-4 Single-Family Attached Residential Zoning District (the “Sedgebrook PUD”); and

WHEREAS, subsequent to the Village’s adoption of the Sedgebrook PUD, Lincolnshire Senior Care, LLC, a Delaware limited liability company (the “Owner”) acquired all interest in the Subject Property and remains the title holder of record thereof; and

WHEREAS, the Village and the Owner entered into an amendment to the Original Annexation Agreement, which amendment is dated March 10, 2014 and recorded as Exhibit B to Village Ordinance No. 14-3321-47 under document number 7120708 in the Office of the Lake County Recorder of Deeds (the “First Amendment” and together with the Original Annexation Agreement, the “Amended Annexation Agreement”); and

WHEREAS, in conjunction with the Village’s approval of the First Amendment, the Village adopted Ordinance No. 14-3322-48, which granted a further amendment to the Sedgebrook PUD (the “Fully Amended Sedgebrook PUD”); and

WHEREAS, in conjunction with its entry into the First Amendment, the Owner resubdivided the Subject Property into Lot 1 and Lot 2 of the Sedgebrook Resubdivision as illustrated and depicted on the Final Plat of Sedgebrook Resubdivision (“Lot 1” and “Lot 2,” respectively); and

WHEREAS, the Amended Annexation Agreement provides that no consent from the Owner shall be required for any amendment to the manner in which Lot 2 is developed and operated, provided that nothing shall be construed to waive the Owner’s rights and privileges provided by law with respect to the zoning of Lot 2; and

WHEREAS, Pulte is the contract purchaser of Lot 2 upon which it seeks to construct a 101-unit attached single-family residential townhome community thereon under the name “Camberley Club” (the “Development”); and

WHEREAS, the Village and Owner now mutually desire to amend the Amended Annexation Agreement, and Pulte desires to become a party to the Amended Annexation Agreement pursuant to the provisions of a certain Second Amendment to Annexation Agreement by and among the Village of Lincolnshire, Lincolnshire Senior Care, LLC, and Pulte Home Corporation, a copy of which is attached hereto as **Exhibit B** (the “Second Amendment”), all for the purpose of providing for approval and construction of the Development and such exceptions from the Lincolnshire Village Code (the “Village Code”) as are more fully described therein; and

WHEREAS, pursuant to the provisions of Section 11-15.1-1, *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-15.1-1, and Title 6 of the Village Code, Pulte submitted to the Village an *Application for Village Board Consideration* seeking (i) an amendment to the Amended Annexation Agreement, in form and substance the same as the Second Amendment, (ii) an amendment to the Fully Amended Sedgebrook PUD to remove Lot 2 therefrom and (iii) a special use for a planned unit development on Lot 2 and preliminary planned unit development

plan approval with related conditions and exceptions from the Village Code to allow the Development on Lot 2 (the “PUD Application”); and

WHEREAS, the Corporate Authorities conducted public hearings on May 26, 2015, regarding both the proposed amendment Second Amendment and the PUD Application, as necessary to allow the Development on Lot 2 in the manner therein described; and

WHEREAS, the aforesaid hearing on the PUD Application was held pursuant to notice thereof delivered via certified mail return receipt requested and published on April 23, 2015, in the *Lincolnshire Review*, a newspaper of general circulation within the Village, as provided by law; and

WHEREAS, the aforesaid hearing on this Second Amendment was held pursuant to notice thereof published on April 23, 2015 in said *Lincolnshire Review*; and

WHEREAS, the Corporate Authorities duly considered the March 17, 2015, recommendation of the Village’s Architectural Review Board in connection with the Development and further duly considered the terms and provisions of this Second Amendment; and

WHEREAS, the Corporate Authorities duly considered the May 18, 2015, recommendation of the Village’s Park Board in connection with the Development and, more specifically, the Trailhead Park Improvements on Outlot 2 of the Development; and

WHEREAS, the Corporate Authorities have concluded the Second Amendment will be beneficial to the Village, will further the development of Lot 2, will not be detrimental to the spirit and intent of the Village Code and will otherwise enhance and promote the general welfare of the Village and the health, safety and welfare of the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNSHIRE, LAKE COUNTY, ILLINOIS, in exercise of its home rule powers, as follows:

Section 1: The foregoing recitals are incorporated into this Ordinance as if restated in their entirety in this Section 1.

Section 2: The Second Amendment is hereby approved, and the Mayor and Village Clerk are hereby authorized and directed to execute and attest to the Second Amendment in substantially the form attached hereto as **Exhibits B** and made a part hereof by reference. In the event the Village terminates the Second Amendment before it receives the Acquisition Notice in the manner described in Section 3 of the Second Amendment, this Ordinance shall be null and void *ab initio*.

Section 3: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 4: Any person violating the terms and conditions of this Ordinance shall be subject to a penalty not exceeding Five Hundred Dollars (\$500.00) with each and every day that the violation of the Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. Any person violating the terms of this Ordinance be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees. This section shall not apply to the Village of Lincolnshire, its officials, agents or employees.

Section 5: The premises shall be made available for inspection by any department of the Village at all reasonable times for compliance with this Ordinance and any other laws or regulations.

Section 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law. Provided, however, that this Ordinance shall not take effect until a true and correct copy of this Ordinance is executed by the Owners of the Subject Property or such other parties in interest consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted by the Corporate Authorities by motion.

PASSED this ____ day of _____, 2015, by the Corporate Authorities of the Village of Lincolnshire, on a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____, 2015.

APPROVED:

Elizabeth J. Brandt, Mayor

ATTEST:

Barbara Mastandrea, Village Clerk

ACKNOWLEDGED and ACCEPTED

this ___ day of _____, 2015.

LINCOLNSHIRE SENIOR CARE, LLC

By: _____
Brett Mehlman, Chief Operating Officer

Date: _____

ACKNOWLEDGED and ACCEPTED

this ___ day of _____, 2015.

PULTE HOME CORPORATION

By: _____
Curt Van Hyfte, Division President

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1:

LOT 1 IN SEDGEBROOK RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 22, THE SOUTHWEST QUARTER OF SECTION 23, THE NORTHWEST QUARTER OF SECTION 26, AND OF THE NORTHEAST QUARTER OF SECTION 27, ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2014 AS DOCUMENT NUMBER 7122660, IN LAKE COUNTY, ILLINOIS.

LOT 2:

LOT 2 IN SEDGEBROOK RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 22, THE SOUTHWEST 1/4 OF SECTION 23, THE NORTHWEST 1/4 OF SECTION 26, AND OF THE NORTHEAST 1/4 OF SECTION 27, ALL IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 12, 2014 AS DOCUMENT NUMBER 7122660, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

**Second Amendment to Annexation Agreement
by and among the Village of Lincolnshire,
Lincolnshire Senior Care, LLC, and Pulte Home Corporation**

[ATTACHED]

1 **Prepared by and After**
2 **Recording Return to:**

3
4 Steven C. Bauer
5 Meltzer, Purtil & Stelle LLC
6 300 S. Wacker Drive
7 Suite 2300
8 Chicago, Illinois 60606
9 (312) 461-4302
10 e-mail address:
11 sbauer@mpslaw.com
12

This space reserved for Recorder's use only.

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22 **SECOND AMENDMENT TO**
23 **ANNEXATION AGREEMENT**
24 **BY AND AMONG**
25 **THE VILLAGE OF LINCOLNSHIRE**
26 **and**
27 **LINCOLNSHIRE SENIOR CARE, LLC**
28 **and**
29 **PULTE HOME CORPORATION**
30
31 **(SEDGEBROOK & CAMBERLEY CLUB)**
32
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41
42 **SECOND AMENDMENT TO ANNEXATION AGREEMENT**
43

44 This **SECOND AMENDMENT TO ANNEXATION AGREEMENT** (“Second
45 Amendment”) is made and entered into this ___ day of June 2015 (the “Effective Date”)
46 by and between the **VILLAGE OF LINCOLNSHIRE**, an Illinois home rule municipal
47 corporation (the “Village”), **LINCOLNSHIRE SENIOR CARE, LLC**, a Delaware
48 limited liability company (the “Owner”), as the title holder of record of the Subject
49 Property (as hereinafter defined), and **PULTE HOME CORPORATION**, a Michigan
50 corporation (“Pulte”), as the contract purchaser of Lot 2 of the Subject Property platted
51 by the Final Plat of Sedgebrook Resubdivision as further described herein and depicted in
52 Exhibit B hereto. The Village, Pulte and Owner are sometimes hereinafter collectively
53 referred to as the Parties and individual as a Party.

54 **RECITALS**

55 WHEREAS, the Village, Lincolnshire Campus, LLC and the then title holder of
56 record of the real property legally described on **Exhibit A** hereto (the “Subject Property”)
57 entered into that certain Annexation Agreement dated August 25, 2003 and recorded as
58 Exhibit A to Village Ordinance No. 03-1861-38 under document number 5434455 in the
59 Office of the Lake County Recorder of Deeds (the “Original Annexation Agreement”);
60 and

61 WHEREAS, Lincolnshire Campus, LLC subsequently acquired all interest in the
62 Subject Property; and

63 WHEREAS, the Village subsequently adopted Ordinance No. 03-1864-41, as
64 amended by Ordinance No. 04-1899-15 and Ordinance No. 04-1905-21, which
65 ordinances collectively granted and amended for the Subject Property a special use for a

66 planned unit development for a continuing care retirement campus and the final planned
67 unit development plan therefor in the R-4 Single-Family Attached Residential Zoning
68 District (the “Sedgebrook PUD”); and

69 WHEREAS, subsequent to the Village’s adoption of Ordinance No. 03-1864-41,
70 Ordinance No. 04-1899-15 and Ordinance No. 04-1905-21, the Owner acquired all
71 interest in the Subject Property and remains the title holder of record thereof as of the
72 Effective Date; and

73 WHEREAS, the Village and the Owner entered into an amendment to the
74 Original Annexation Agreement, which amendment is dated March 10, 2014 and
75 recorded as Exhibit B to Village Ordinance No. 14-3321-47 under document number
76 7120708 in the Office of the Lake County Recorder of Deeds (the “First Amendment”
77 and together with the Original Annexation Agreement, the “Amended Annexation
78 Agreement”); and

79 WHEREAS, in conjunction with the Village’s approval of the First Amendment,
80 the Village adopted Ordinance No. 14-3322-48, which granted a further amendment to
81 the Sedgebrook PUD (the “Fully Amended Sedgebrook PUD”); and

82 WHEREAS, in conjunction with its entry into the First Amendment, the Owner
83 resubdivided the Subject Property into Lot 1 and Lot 2 of the Sedgebrook Resubdivision
84 as illustrated and depicted on the Final Plat of Sedgebrook Resubdivision attached hereto
85 as **Exhibit B** (“Lot 1” and “Lot 2,” respectively); and

86 WHEREAS, the Amended Annexation Agreement provides that no consent from
87 the Owner shall be required for any amendment to the manner in which Lot 2 is

88 developed and operated, provided that nothing shall be construed to waive the Owner's
89 rights and privileges provided by law with respect to the zoning of Lot 2; and

90 WHEREAS, Pulte is the contract purchaser of Lot 2 upon which it seeks to
91 construct an 86-unit attached single-family residential townhome community thereon
92 under the name "Camberley Club" (the "Development"), which name the Village deems
93 acceptable, in accordance with the site plans, preliminary plat of subdivision, landscape
94 plans, building elevations, building material and colors, floor plans, preliminary
95 engineering plans, photometric lighting plan, site amenities and other plans collectively
96 entitled Camberley Club Architectural Review Board Submittal, dated March 17, 2015 as
97 revised May 26, 2015, attached hereto as **Group Exhibit C** (the "Preliminary PUD
98 Plans"); and

99 WHEREAS, the Village and Owner now mutually desire to amend the Amended
100 Annexation Agreement, and Pulte desires to become a party to the Amended Annexation
101 Agreement pursuant to the provisions of this Second Amendment, all for the purpose of
102 providing for approval and construction of the Development and such exceptions from
103 the Lincolnshire Village Code (the "Village Code") as are more fully described herein;
104 and

105 WHEREAS, pursuant to the provisions of Section 11-15.1-1, *et seq.* of the Illinois
106 Municipal Code, 65 ILCS 5/11-15.1-1, and Title 6 of the Village Code, Pulte submitted
107 to the Village an Application for Village Board Consideration seeking (a) an amendment
108 to the Amended Annexation Agreement, in form and substance the same as this Second
109 Amendment and (b) (i) an amendment to the Fully Amended Sedgebrook PUD to remove
110 Lot 2 therefrom and (ii) a special use for a planned unit development on Lot 2 and

111 preliminary planned unit development plan approval with related conditions and
112 exceptions from the Village Code to allow the Development on Lot 2 (the “Special
113 Use”), all in accordance with the Preliminary PUD Plans (collectively, the “PUD
114 Application”); and

115 WHEREAS, the Village’s Mayor and Board of Trustees (collectively, the
116 “Corporate Authorities”) conducted two public hearings on May 26, 2015 regarding,
117 respectively, this proposed Second Amendment and the PUD Application, as necessary to
118 allow the Development on Lot 2 in the manner herein described; and

119 WHEREAS, the aforesaid hearing on the PUD Application was held pursuant to
120 notice thereof delivered via certified mail return receipt requested and published on April
121 23, 2015 in the *Lincolnshire Review*, a newspaper of general circulation within the
122 Village, as provided by law; and

123 WHEREAS, the aforesaid hearing on this Second Amendment was held pursuant
124 to notice thereof published on April 23, 2015 in said *Lincolnshire Review*; and

125 WHEREAS, the Corporate Authorities considered the March 17, 2015
126 recommendation of the Village’s Architectural Review Board in connection with the
127 Development and further considered the terms and provisions of this Second
128 Amendment; and

129 WHEREAS, the Corporate Authorities considered the May 19, 2015
130 recommendation of the Village’s Park Board in connection with the Development and,
131 more specifically, the Trailhead Park Improvements on Outlot 2 (each as hereinafter
132 defined); and

133 WHEREAS, the Corporate Authorities concluded this Second Amendment will be
134 beneficial to the Village, will further the development of Lot 2, will not be detrimental to
135 the spirit and intent of the Village Code and will otherwise enhance and promote the
136 general welfare of the Village and the health, safety and welfare of the residents of the
137 Village; and

138 WHEREAS, the Corporate Authorities further concluded the Special Use and
139 proposed development of Lot 2 with the Development in accordance with the Preliminary
140 PUD Plans will be beneficial to the Village, will not be detrimental to the Village's
141 Comprehensive Plan or the spirit and intent of the Lincolnshire Zoning Code (the
142 "Zoning Code") or the Lincolnshire Subdivision Code (the "Subdivision Code") and will
143 otherwise enhance and promote the general welfare of the Village and the health, safety
144 and welfare of the residents of the Village; and

145 WHEREAS, by at least a two-thirds vote of the Corporate Authorities then
146 holding office the Corporate Authorities adopted Ordinance No. 15-____-__ approving
147 this Second Amendment and authorizing the Mayor to execute this Second Amendment
148 on behalf of the Village and the Village Clerk to attest to the Mayor's execution thereof.

149 NOW, THEREFORE, in consideration of the mutual covenants, agreements and
150 promises herein contained and other good and valuable consideration, the receipt and
151 sufficiency of which are hereby acknowledged, the Parties agree as follows:

152 Section 1. Incorporation of Recitals. The Parties acknowledge the truth and
153 accuracy of the foregoing recitals and do hereby incorporate them into this Second
154 Amendment as if restated in their entirety in this paragraph.

155 Section 2. Confirmation of Existing Agreement / Future References. The Village
156 hereby confirms the effectiveness of the Amended Annexation Agreement as being in full
157 force and effect as of the Effective Date, except as amended by this Second Amendment.
158 From and after the Effective Date of this Second Amendment, all references to the
159 Original Annexation Agreement, the Annexation Agreement or the Agreement shall be
160 deemed to mean the Amended Annexation Agreement, as amended by this Second
161 Amendment. The terms and provisions of this Second Amendment shall govern and
162 control the use and development of Lot 2 without regard to any contradictory provisions
163 of the Amended Annexation Agreement or the Fully Amended Sedgebrook PUD. The
164 terms and provisions of the Original Annexation Agreement, as amended by the First
165 Amendment, and the Fully Amended Sedgebrook PUD shall govern and control the use
166 and development of Lot 1. All initially capitalized terms used, but undefined in this
167 Second Amendment shall have the meanings ascribed to them in the Amended
168 Annexation Agreement.

169 Section 3. Acquisition of Lot 2. The enforceability and application of this
170 Second Amendment and all of the Parties' rights and obligations hereunder are
171 conditioned on Pulte's acquisition of Lot 2 from the Owner not later than 18 months after
172 the date the Corporate Authorities approve and execute this Second Amendment (the
173 "Acquisition Period"). After Pulte acquires Lot 2, Pulte shall give notice of such fact to
174 the Village (the "Acquisition Notice"). If Pulte fails to deliver the Acquisition Notice to
175 the Village prior to the expiration of the Acquisition Period (as the same may be extended
176 pursuant to Pulte's written request with Village approval thereof by motion, without the
177 need for an amendment to this Second Amendment or any public hearing thereon), this

178 Second Amendment, at the option of the Village upon notice to the Owner and Pulte,
179 shall be and become immediately null and void and of no further force and effect. Upon
180 Pulte's acquisition of Lot 2, the Owner shall have no further obligations under the
181 Amended Annexation Agreement with regard to Lot 2 except to the extent expressly
182 described in this Second Amendment.

183 Section 4. Treatment of Owner. The Village and Pulte acknowledge Owner is
184 executing this Second Amendment solely because the law requires that it do so as owner
185 of the Subject Property, and the Owner shall not have liability for, and the Village shall
186 look solely to Pulte for, performance of, each and every one of Pulte's obligations
187 hereunder and the obligations specified herein that relate to Lot 2.

188 Section 5. Zoning of Lot 2 / Approval of Preliminary PUD Plans.

189 A. Zoning of Lot 2. At the same meeting of the Corporate Authorities at
190 which this Second Amendment is approved, the Village shall adopt a valid and binding
191 ordinance amending the Fully Amended Sedgebrook PUD to remove Lot 2 therefrom
192 (the "Zoning Map Ordinance"). The Zoning Map Ordinance shall not become effective
193 unless and until the Village receives the Acquisition Notice prior to the termination of
194 this Second Amendment in the manner described in Section 3 of this Second
195 Amendment.

196 B. Approval of Preliminary PUD Plans and Exceptions. At the same meeting
197 of the Corporate Authorities at which this Second Amendment is approved, the Village
198 shall adopt a valid and binding ordinance (the "PUD Ordinance") granting Lot 2 in the
199 Village's R-4 Single-Family Attached Residence District a Special Use for a planned unit
200 development, and approving the Preliminary PUD Plans, and require or permit the

201 development of Lot 2 in accordance with following conditions or exceptions from the
202 Village Code in accordance with the Preliminary PUD Plans:

- 203 1) No development may occur on Lot 2 that results in a requirement
204 to increase the amount of stormwater detention or compensatory
205 stormwater storage that was heretofore provided on Lot 1 for the
206 development of Lot 1 and Lot 2;
207
- 208 2) Partial waiver of the requirement, pursuant to Section 6-14-
209 12(E)(5)(b) of the Zoning Code and Section 7-4-5 of the
210 Subdivision Code, that no building permit shall be issued
211 providing for the improvement of Lot 2 until the Final PUD Plans
212 and the Final Plat of Subdivision (each as hereinafter defined) are
213 approved, for the purpose of allowing the site work and
214 improvements described in Section 11.E of this Second
215 Amendment;
216
- 217 3) A reduction in the minimum livable ground floor area per dwelling
218 unit for buildings more than one story from 1,000 square feet, as
219 required by Section 5-4-4 of the Village Code, to 693 square feet;
220 and
221
- 222 4) An increase in the maximum permitted perimeter fence height, as
223 required by Section 6-15-3(A)(1)(c) of the Zoning Code, from 4
224 feet to 7 feet in accordance with Sheet L.105 of the Preliminary
225 Landscape Development Plans included in the Preliminary PUD
226 Plans (“Preliminary Landscape Plans”); and
227
- 228 5) An increase in the maximum opacity of a 7-foot tall perimeter
229 fence, as required by Section 6-15-3(A)(1)(b) of the Zoning Code,
230 from 60% to 100% for the first 6 feet, as measured from grade, of
231 such fence in accordance with Sheet L.105 of the Preliminary
232 Landscape Plans.
233

234 The PUD Ordinance shall not become effective unless and until the Village
235 receives the Acquisition Notice prior to the termination of this Second Amendment in the
236 manner described in Section 3 of this Second Amendment.

237 Section 6. Relief from Village Codes. In the exercise of the authority granted
238 by Section 11-15.1-2 of the Illinois Municipal Code, and in the exercise of the Village’s
239 home rule powers, the Village shall permit the development of Lot 2 subject to the

240 following modifications of the otherwise applicable requirements and in accordance with
241 the Preliminary PUD Plans:

- 242 A) A reduction in the minimum required spacing of parkway trees from
243 25 feet to 20 feet in accordance with the Preliminary Landscape Plans;
244
- 245 B) Allow parkway tree species in accordance with Sheet L.109 of the
246 Preliminary Landscape Plans in lieu of those species identified in
247 Appendix IV to Title 13, Chapter 2 of the Village Code;
248
- 249 C) Waiver of any requirement to provide a detailed tree survey for those
250 portions of the Milwaukee Avenue and Riverside Road landscaped
251 berms on Lot 2 that will be undisturbed by the Development;
252
- 253 D) Waiver of the requirement of Section 7-6-6-C of the Subdivision Code
254 so that Pulte may obtain building and occupancy permits, subject to
255 the conditions of this Second Amendment, prior to the completion and
256 acceptance of the Public Improvements (as hereinafter defined), other
257 than sanitary sewer mains and potable water mains, which must be
258 approved before issuance of occupancy permits for any dwelling units
259 in the Development;
260
- 261 E) Waiver of the requirement of Section 7-6-4-1-D of the Subdivision
262 Code that all underground improvements shall be completed prior to
263 any surface improvements to allow street paving and dwelling unit
264 construction to occur in such areas of the Development where water,
265 sanitary sewer and storm sewer utilities have been installed and
266 approved, with the exception of water service connections and sanitary
267 sewer service connections for building service; and
268
- 269 F) Pavement improvements as follows in lieu of that provided pursuant to
270 Section 7-6-3.B: 10 inches of CA-6 stone, 2.5 inches of binder course
271 and 1.5 inches of bituminous surface course.
272

273 Section 7. Approval of Final PUD Plans. Except as provided in this Second
274 Amendment, the Village and Pulte shall comply with the procedures described in Section
275 6-14-12(F) and Title 7, Chapter 4 of the Village Code for approval of the Final PUD
276 Plans for the Development (“Final PUD Plans”) and the Final Plat of Subdivision for the
277 Development (“Final Plat of Subdivision”). The Village may decide, in its sole
278 discretion, whether to approve modifications to and amendments of the Preliminary

279 PUD Plans and Final PUD Plans, and other plans the Village may approve from time
280 to time pursuant to this Second Amendment, without amendment to this Second
281 Amendment.

282 Section 8. Applicable Municipal Ordinances. Except as set forth otherwise in
283 this Second Amendment, all public and private improvements and dwelling units to be
284 constructed on the Subject Property shall be constructed pursuant to all applicable terms
285 and provisions of Village ordinances, resolutions, codes, rules, regulations, guidelines,
286 and procedures (collectively, “Village Regulations”) in effect as of the Effective Date of
287 this Second Amendment. Any conflict or inconsistency between the provisions of the
288 Village Regulations, on the one hand, and the provisions of this Second Amendment, the
289 Zoning Map Ordinance, the PUD Ordinance, the Preliminary PUD Plans and the Final
290 PUD Plans, each only to the extent required by this Second Amendment, on the other
291 hand, shall be resolved in favor of the latter.

292 Section 9. Provision of Utility Services / Construction of Required Public
293 Improvements.

294
295 A. Connection to Existing Utilities.

296 1. Subject to the conditions set forth herein, Pulte, in connection with
297 its construction of the Development, shall have the right and duty, at Pulte’s sole cost and
298 expense, to connect potable water and sanitary sewer mains it constructs within the
299 Development to the Village’s water and sanitary sewer facilities. Such connection right
300 shall be subject to Pulte’s undertaking all connections in accordance with all applicable
301 Village codes and regulations in effect as of the Effective Date of this Second
302 Amendment. The Village represents that, as of the Effective Date of this Second
303 Amendment, the Village has, and that at all times during the term of this Second

304 Amendment, save for periods of force majeure, the Village will have, adequate capacity
305 in the Village’s utility systems to serve the Development, subject to and in accordance
306 with the Village’s water and sewer regulations, as more specifically described in Title 8,
307 Chapter 2 of the Village Code.

308 2. Pulte, in connection with its construction of the Development, shall
309 have the right and duty, at Pulte’s sole cost and expense, to construct all storm sewer
310 facilities providing storm sewer service to the Development and to connect such storm
311 sewer facilities to the existing storm sewer facilities serving Lot 1 of the Sedgebrook
312 Resubdivision in accordance with the Preliminary Engineering Plans included in the
313 Preliminary PUD Plans (“Preliminary Engineering Plans”) and the Final Engineering
314 Plans for the Development (“Final Engineering Plans”). Pulte shall not be permitted to
315 construct any improvements of the Development on Lot 2 that would cause the
316 stormwater detention requirements for the Development to exceed the capacity provided
317 by the existing storm sewer facilities on Lot 1 of the Sedgebrook Resubdivision.

318 B. Recapture.

319 1. Utility Improvements. The Village represents and agrees that no
320 utility recapture fees are or will be due to the Village or any other party as a result of or in
321 connection with the zoning of Lot 2, the recording of the Final Plat of Subdivision, the
322 construction of the Development or the connection of any utility improvements Pulte
323 constructs on Lot 2 to the Village’s potable water and sanitary sewer facilities. The
324 Village further agrees that Pulte, in constructing the Development, shall not be required
325 to oversize or extend any utility improvements it constructs pursuant to this Second
326 Amendment for the benefit of any other party or property.

327

328 2. Street Improvements.

329 a. The Village represents and agrees no public street
330 improvement recapture fees are or will be due to the Village or any other party as a result
331 of or in connection with the zoning of Lot 2, the recording of the Final Plat of
332 Subdivision, the construction of the Development or the connection of the streets on Lot
333 2 to a public street.

334 b. The Village further agrees Pulte, in constructing the
335 Development, shall not be required to construct any street or intersection improvements
336 off of Lot 2 for the benefit of any other party or property other than (i) the Riverside
337 Road realignment and intersection improvements depicted on **Exhibit D** attached hereto
338 (“Riverside Road Realignment and Intersection Improvements”) and (ii) the Riverside
339 Road right-of-way improvements along and adjacent to the northern boundary of Lot 2
340 and illustrated and depicted on Sheet C1.0 of the Preliminary Engineering Plans
341 (“Riverside Road Right-of-Way Improvements”). The Village further agrees to approve,
342 execute and deliver to Pulte the form of recapture agreement attached hereto as **Exhibit E**
343 so that Pulte is proportionately reimbursed for the cost of the Riverside Road
344 Realignment and Intersection Improvements by any parties or properties that may benefit
345 therefrom; provided, however, the Parties understand and agree the Owner and Lot 1
346 shall not, under any circumstance, be deemed to benefit from the Riverside Road
347 Realignment and Intersection Improvements.

348 C. Off-Site Improvements. Except as otherwise described herein, the Village
349 shall not require Pulte to construct any off-site utility or roadway improvements in

350 connection with or as a result of the Development other than the (i) Riverside Road
351 Realignment and Intersection Improvements, (ii) Riverside Road Right-of-Way
352 Improvements, (iii) the trailhead park to be constructed on Outlot 2 of the Development,
353 as depicted on the preliminary plat of subdivision for the Development that is a part of
354 the Preliminary PUD Plans (“Outlot 2”), in the manner illustrated and depicted on
355 **Exhibit F** attached hereto (“Trailhead Park Improvements”) and (iv) the pedestrian and
356 bicycle trail from the southern lot line of Lot 2 to the improved portion of Audubon Way
357 within the 25-foot wide area that spans the entire length of Lot 1 adjacent to Milwaukee
358 Avenue that is reserved for future right-of-way dedication to the Illinois Department of
359 Transportation pursuant to Lake County Recorder of Deeds document number 5870940,
360 as noted on Sheet C1.0 of the Preliminary Engineering Plans (“Off-Site Milwaukee
361 Avenue Trail Improvements”).

362 D. Required Easements. The Village shall fully cooperate with Pulte in
363 obtaining all easements Pulte needs to construct the public improvements that will serve
364 the Development, which assistance shall not include the Village’s exercise of its powers
365 of condemnation.

366 E. Construction of Required Public Improvements. Pulte shall construct all
367 Public Improvements depicted on the Preliminary Engineering Plans in accordance with
368 the Final PUD Plans, the provisions of this Second Amendment and the Improvement
369 Agreement to be executed by the Parties in the form attached hereto as **Exhibit G**. In the
370 event of a conflict between the Improvement Agreement and either the Subdivision Code
371 or the provisions of this Second Amendment, the Improvement Agreement shall control.

372 For purposes of this Second Amendment the term “Public Improvements” shall include
373 and be limited to the following improvements:

- 374 1. all sanitary sewer mains and appurtenant structures for Lot 2 in
375 accordance with the Final Engineering Plans;
- 376 2. all potable water mains and appurtenant structures for Lot 2 in accordance
377 with the Final Engineering Plans;
- 378 3. those portions of proposed storm sewer mains and appurtenant structures
379 for Lot 2 located within Outlot 2, the Riverside Road right-of-way or
380 within a proposed public utility easement on Lot 2 for the benefit of the
381 Village in accordance with the Final Engineering Plans;
- 382 4. the Riverside Road Realignment and Intersection Improvements;
- 383 5. the Riverside Road Right-of-Way Improvements, including landscaping
384 thereof;
- 385 6. the Trailhead Park Improvements;
- 386 7. the Off-Site Milwaukee Avenue Trail Improvements; and
- 387 8. the pedestrian and bicycle trail to be located wholly or partially within the
388 25-foot wide area that spans the entire length of Lot 2 adjacent to
389 Milwaukee Avenue and that is reserved for future right-of-way dedication
390 to the Illinois Department of Transportation pursuant to Lake County
391 Recorder of Deeds document number 5870940, as illustrated and depicted
392 on Sheet C1.0 of the Preliminary Engineering Plans (“On-Site Milwaukee
393 Avenue Trail Improvements”)

394 F. Inspection, Approval and Acceptance of Public Improvements. The
395 Village shall inspect, approve and accept the Public Improvements in accordance with
396 Section 7-6-6 of the Subdivision Code and the Improvement Agreement. At the request
397 of Pulte, the Village shall accept completed and approved Public Improvements on an
398 improvement-by-improvement basis. As Public Improvements are completed by Pulte,
399 and inspected and approved by the Village and all applicable regulatory authorities, the
400 security deposit made by Pulte for such Public Improvements in accordance with the
401 Subdivision Code and the Improvement Agreement shall be proportionately reduced on
402 an improvement-by-improvement or percentage of completion basis.
403

404 Section 10. Impact Fees.

405 A. School. Pulte shall, pursuant to Chapter 7, Donations, of Title 7 of the
406 Village Code, pay to the Village for each dwelling unit within the Development a school
407 impact fee in the amount of \$2,704.72 for each two bedroom dwelling unit within the
408 Development, \$4,211.34 for each three bedroom dwelling unit within the Development
409 and \$8,000.30 for each four bedroom dwelling unit within the Development (collectively,
410 “School Impact Fee”). For the purpose of estimating the total School Impact Fee to be
411 paid by Pulte for all dwelling units in the Development in accordance with this Section,
412 the base dwelling unit plan bedroom count shall be used for each dwelling unit in the
413 Development. As a condition precedent to the Village issuing the last building permit
414 necessary to fully construct the last dwelling unit within the Development, Pulte shall pay
415 to the Village any deficit in the amount of School Impact Fee paid by Pulte through that
416 time in comparison to the total School Impact Fee due to the Village in accordance with
417 this Section.

418 B. Library. Pulte shall, pursuant to Chapter 7, Donations, of Title 7 of the
419 Village Code, pay to the Village for each dwelling unit within the Development a library
420 impact fee in the amount of \$200 for the first bedroom and \$100 for each additional
421 bedroom (“Library Impact Fee”). For the purpose of estimating the total Library Impact
422 Fee to be paid by Pulte for all dwelling units in the Development in accordance with this
423 Section, the base dwelling unit plan bedroom count shall be used for each dwelling unit
424 in the Development. As a condition precedent to the Village issuing the last building
425 permit necessary to fully construct the last dwelling unit within the Development, Pulte
426 shall pay to the Village any deficit in the amount of Library Impact Fee paid by Pulte

427 through that time in comparison to the total Library Impact Fee due to the Village in
428 accordance with this Section.

429 C. Park. Pulte shall, as a condition precedent to the Village issuing the last
430 building permit necessary to fully construct the last dwelling unit in the Development,
431 pay to the Village a fee-in-lieu of parkland donation in an amount equal to the positive
432 difference between (a) a parkland donation fee equal to \$1,333,600 and (b) the total sum
433 of (i) \$156,415 as the value of Outlot 2 to be conveyed to the Village as a statutory
434 dedication by the Final Plat of Subdivision, (ii) \$150,000 as the anticipated cost of
435 designing and constructing the Trailhead Park Improvements, (iii) \$13,800 as the
436 anticipated cost of designing and constructing the Off-Site Milwaukee Avenue Trail
437 Improvements and (iv) \$577,385 as the value to the Village of the private parkland and
438 open space being provided within the Development in accordance with Exhibit N hereto
439 (collectively, “Parkland Donation Fee”); provided, however, in the event the actual,
440 certified cost of item (ii) or (iii) in item (b) of this subsection C exceeds the
441 aforementioned anticipated cost thereof as documented by Pulte, the Parkland Donation
442 Fee shall be reduced on a dollar-for-dollar basis in accordance with such exceeded
443 anticipated cost. In the event there is a negative difference between the fee described in
444 item (a) of this subsection C and the sum described in item (b) of this subsection C, Pulte
445 shall nonetheless still be required to construct the Public Improvements at its sole cost
446 and expense (subject to the right of recapture for the Riverside Road Realignment and
447 Intersection Improvements described in Section 9 of this Second Amendment) and the
448 Village shall not owe Pulte a refund or any other sum in addition to the consideration
449 provided in this Second Amendment.

450 D. No Other Fees, Donations, Dedications or Contributions. The Village
451 shall not require Pulte to pay any fees, donate any money, dedicate any land (other than
452 Outlot 2) or make any other contributions to the Village or any other unit of local
453 government in connection with or as a result of the subdivision or development of the
454 Subject Property other than as provided for in this Second Amendment.

455 Section 11. Master Building Plans / Building Permits / Construction Permits.

456 A. Master Building Plans. Pulte shall have the right to submit a master
457 building plan for each building type to be constructed in the Development, with each
458 master building plan identified on a site plan with the application for the master building
459 permit for such plan. If the application for such approval is disapproved, the Village
460 shall, upon such disapproval, provide Pulte with a statement in writing specifying the
461 reasons for denial, including specification of the requirements that the application and
462 supporting documents fail to meet. Subsequent to the approval of any master building
463 plan as aforesaid, no further submission or approval of building plans shall thereafter be
464 required for the issuance of a building permit for the construction of any building in
465 strict conformance to an approved master building plan. Nothing herein, however, shall
466 be construed as a waiver of the requirement that a building permit be obtained and the
467 appropriate permit fee be paid as required by the Village building code and the Village's
468 Comprehensive Fee Schedule for each building to be constructed on Lot 2, subject to the
469 terms of this Second Amendment.

470 B. Building Permits. No building permits or foundation permits shall be
471 applied for or issued prior to the approval of the Final Plat of Subdivision or the Final
472 PUD Plans and the receipt of all required regulatory permits. If such application is

473 disapproved, the Village shall, upon such disapproval, provide Pulte with a statement in
474 writing specifying the reasons for denial of the application, including specification of the
475 requirements that the application and supporting documents fail to meet.

476 C. Foundation Only Permits. Pulte may obtain foundation-only permits for
477 all buildings in the Development once the Final PUD Plans have been approved by the
478 Village and a security deposit and all connection fees have been furnished to the Village,
479 as required by this Second Amendment and the Village Code. Pulte acknowledges,
480 however, that building permits shall not be issued by the Village, and no framing or
481 superstructure shall be started on buildings for which foundation-only permits have been
482 issued until water mains and fire hydrants necessary to provide fire protection to that
483 portion of the Development then under development have been constructed, connected to,
484 tested, and approved by the Village, and provision has been made for emergency vehicle
485 access thereto on streets or alternative means of emergency access constructed in
486 accordance with Section 12.A of this Second Amendment and in a manner reasonably
487 acceptable to the Village and the Lincolnshire-Riverwoods Fire Protection District. In
488 addition, it shall be a requirement for foundation only permits that any lot upon which a
489 foundation is constructed shall be fenced during the winter period and that the foundation
490 cannot remain for more than four (4) months without the commencement of construction
491 activity to construct a building on such foundation.

492 D. Cold Weather Treatment of Concrete. Upon issuance of a building permit
493 therefor, which issuance shall not be unreasonably withheld by the Village, Pulte shall be
494 allowed to pour concrete, including foundations, during winter months and so long as

495 Pulte uses methods conforming to American Concrete Institute 306. There shall be no
496 pouring of concrete, however, when the temperature is below 0° Fahrenheit.

497 E. Commencement of Excavation and Grading Activities and On-Site Street
498 Construction. Upon Village approval of the Preliminary PUD Plans, Pulte shall have the
499 right to commence (i) demolition and relocation, as the case may be, of site
500 improvements existing on Lot 2 as of the Effective Date in accordance with the Onsite
501 Demolition Exhibit attached hereto as Exhibit H , (ii) demolition and relocation of the
502 Lot 1 Emergency Access Lane (as hereinafter defined), subject to and in the manner
503 described in Section 15 of this Second Amendment, (iii) mass grading of, and excavation
504 on, Lot 2 in accordance with the Site Grading Plan on Sheet C2.0 of the Preliminary
505 Engineering Plans, but excluding grading and excavation of all existing earthen berms on
506 the perimeter of Lot 2 and (iv) storm sewer installation for the Development in
507 accordance with the Utility Plan on Sheet C3.0 of the Preliminary Engineering Plans, all
508 prior to Village approval of the Final PUD Plans provided: (a) such activities are
509 undertaken at the risk of Pulte; (b) Pulte has received a Lake County Stormwater
510 Management Commission Watershed Development Permit; (c) Pulte has received an
511 Illinois Environmental Protection Agency National Pollutant Discharge Elimination
512 System (NPDES) Permit; and (d) no grading activity takes place on the existing earthen
513 berms along the perimeter of Lot 2 or in any area designated as (i) a floodplain (other
514 than re-routing of the storm sewer serving Lot 1 and relocation of the Lot 1 Emergency
515 Access Lane (as hereinafter defined) in accordance with “Option 1” as illustrated and
516 depicted on Exhibit M hereto) or (ii) a wetland, until Pulte has received the necessary
517 permits therefor.

518 F. Riverside Road Realignment and Intersection Improvements. Prior to
519 construction of the Riverside Road Realignment and Intersection Improvements, Pulte
520 shall install temporary traffic movement restriction measures to restrict vehicular access
521 to and from Milwaukee Avenue from and to Riverside Drive in either the manner
522 illustrated and depicted on Exhibit I-1 attached hereto or Exhibit I-2 attached hereto
523 (“Temporary Traffic Movement Restrictors”); provided, however, the Temporary Traffic
524 Movement Restrictors shall only be installed in accordance with Exhibit I-2 in the event
525 the Illinois Department of Transportation does not allow or allows, but, at any time,
526 requires removal of Temporary Traffic Movement Restrictors installed in accordance
527 with Exhibit I-1. Upon installation of the Temporary Traffic Movement Restrictors, and
528 so long as the Traffic Movement Restrictors remain in place, either in accordance with
529 Exhibit I-1 or Exhibit I-2 as aforesaid, Pulte shall, be entitled to apply for and, if eligible
530 pursuant to this Second Amendment and the Village Code (when taken together), receive
531 building permits to construct a maximum of 35 dwelling units on Lot 2 and certificates of
532 occupancy therefor in accordance with this Second Amendment, notwithstanding Pulte’s
533 obligation to construct the Riverside Road Realignment and Intersection Improvements
534 and the Riverside Road Right-of-Way Improvements. Upon Pulte’s construction of the
535 Riverside Road Realignment and Intersection Improvements in accordance with Stage 4
536 of the Construction & Traffic Staging plan attached hereto as Exhibit J (“Riverside
537 Staging Plan”), Pulte shall be entitled to apply for and, if eligible pursuant to this Second
538 Amendment and the Village Code (when taken together), receive building permits to
539 construct all remaining dwelling units within the Development in accordance with this
540 Second Amendment. In the event Pulte installs Temporary Traffic Movement Restrictors

541 on Riverside Road in accordance with Exhibit I-2 attached hereto, Pulte shall be
542 responsible for snow plowing and snow removal of that portion of Riverside Road that
543 extends from Milwaukee Avenue to the eastern boundary of Lot 2 (except that portion of
544 Riverside Road as may not be operational at any given time in accordance with the
545 Riverside Staging Plan) until the Temporary Traffic Movement Restrictors installed in
546 accordance with Exhibit I-2 attached hereto are removed.

547 Section 12. Certificates of Occupancy.

548 A. Issuance. Subject to Section 11.F of this Second Amendment, Pulte's
549 compliance with the provisions of the applicable building permits and Pulte filing
550 applications for certificates of occupancy pursuant to Chapter 2 of Title 5 of the Village
551 Code, together with all applicable fees, the Village shall issue certificates of occupancy
552 for dwelling units constructed on the Subject Property, provided all water and sanitary
553 sewer service connections and stormwater management facilities which serve the
554 respective dwelling units are inspected and approved, and, (a) in the case of dwelling
555 units intended by Pulte to function as model homes, streets required to serve such model
556 homes are constructed in accordance with the temporary street standard described in
557 Section 7-6-6.C.1 of the Village Code or, (b) in the case of all other dwelling units,
558 streets required to serve such dwelling units are constructed in accordance with the
559 pavement improvement standard through binder course described in Section 6.F of this
560 Second Amendment and, in each case, inspected and approved. If any application for a
561 certificate of occupancy is disapproved, the Village shall provide a written statement to
562 Pulte specifying the reasons for denial of such application including specification of the
563 requirements of law which the application and supporting documents fail to meet. The

564 Village agrees to issue such certificates of occupancy upon Pulte's compliance with the
565 requirements of law identified by the Village after the Village's inspection of the
566 applicable dwelling unit. In the event the Village issues a temporary certificate of
567 occupancy for a model home in accordance with item (a) of this Section 12.A, access into
568 the Subject Property shall be limited to Pulte's employees, contractors, subcontractors
569 and interior designers until the streets required to serve such model home are constructed
570 in accordance with the pavement improvement standards through binder course described
571 in Section 6.F of this Second Amendment.

572 B. Incomplete Exterior Conditions. Subject to the provisions of this Second
573 Amendment, temporary certificates of occupancy shall be issued by the Village pursuant
574 to Section 5-2-3-1 of the Village Code for dwelling units for which the landscaping
575 and/or sidewalk paving and final grading improvements have not been completed,
576 subject to the condition subsequent that if a temporary certificate of occupancy is issued
577 for a dwelling unit and Pulte fails to complete the aforementioned improvements for such
578 dwelling unit in accordance with the condition(s) upon which such temporary certificate
579 of occupancy was issued, then the Village shall, subject to the provisions of this Second
580 Amendment, have the right to withhold the issuance of further building permits and
581 certificates of occupancy to Pulte until such improvements have been completed in
582 accordance with the condition(s) upon which such temporary certificate of occupancy
583 was issued.

584 Section 13. Model Homes. For so long as Pulte is marketing the sale of units in
585 the Development, it shall have the right to construct and maintain model homes on Lot 2
586 subject to the provisions of Section 11 and 12 of this Second Amendment. Pulte, in

587 conjunction with the construction of model homes, shall also have the right to construct
588 and maintain a temporary parking lot on Lot 2 in accordance with **Exhibit K** attached
589 hereto and to use constructed model homes as sales offices. Model homes need not be
590 connected to public wastewater and water facilities until such facilities are made
591 available, at Pulte's cost, to serve said model homes, provided a temporary certificate of
592 occupancy for such model homes may be issued at the Village's sole discretion, which
593 may include temporary, potable water and sanitary sewer service being made available to
594 and maintained for said model homes. If a constructed model home complies with the
595 applicable provisions of the Village's building codes in effect as of the date of issuance
596 of the building permit for such model home, then any subsequently adopted amendments
597 to such building codes that impose new requirements on the construction or occupancy of
598 such model home as a residence shall not be applicable to such model home. Before
599 model homes are occupied as residences, they shall be subject to the requirements of
600 Section 12 of this Second Amendment.

601 Section 14. Construction Trailers / Hours of Activity / Construction Access.

602 A. Construction Trailers. Pulte, and its contractors and subcontractors, shall
603 have the right to maintain temporary structures (including trailers and similar facilities)
604 on Lot 2 and to use said structures for storage of construction materials, supplies and
605 equipment in accordance with Section 5-1-8-7 of the Village Code.

606 B. Hours of Construction Activity. Pulte shall have the right to undertake
607 construction activities on the Subject Property in accordance with Section 5-1-11 of the
608 Village Code.

609 C. Construction Access. Upon installation of a twenty-foot (20') wide,
610 eight-inch (8") thick gravel road within the area designated as the emergency access lane
611 located at the northern terminus of Road E of the Development, as illustrated and
612 depicted on **Exhibit L** attached hereto ("Lot 2 Emergency Access Lane"), Pulte shall be
613 allowed, without receipt of any additional permits, to utilize the Lot 2 Emergency Access
614 Lane for ingress and egress of all construction traffic from and to Lot 2 to and from
615 Riverside Road in accordance with the Riverside Staging Plan. In the event Pulte elects
616 to utilize the Lot 2 Emergency Access Lane for ingress and egress of all construction
617 traffic from and to Lot 2 to and from Riverside Road in accordance with the Riverside
618 Staging Plan, Pulte may, in its sole discretion, elect to postpone the Riverside Road
619 Right-of-Way Improvements in accordance with the Riverside Staging Plan for the
620 purpose of enabling Pulte to fully construct the Riverside Road Right-of-Way
621 Improvements on a parallel schedule to coincide with Pulte's complete construction of
622 the Development so as to avoid damage to the Riverside Road Right-of-Way
623 Improvements by the Development's construction traffic.

624 Section 15. Lot 1 Emergency Access. Unless authorized in writing by the
625 Village, which authorization shall not be unreasonably withheld, Pulte may not alter the
626 emergency access lane in existence on Lot 2 on the Effective Date of this Second
627 Amendment, which lane provides ingress and egress to and from Lot 1 from and to
628 Riverside Road for emergency vehicular access ("Lot 1 Emergency Access Lane"), or
629 otherwise obstruct the Lot 1 Emergency Access Lane in any manner that precludes the
630 full and continuous use thereof for the purpose intended. Pulte shall, upon written
631 authorization of the Owner and the Lincolnshire-Riverwoods Fire Protection District,

632 with a copy thereof delivered to the Village, have the right to relocate the Lot 1
633 Emergency Access Lane on to Lot 1 in accordance with **Exhibit M** attached hereto.

634 Section 16. Nature. Survival and Transfer of Obligations. All obligations
635 assumed by Pulte under this Second Amendment shall be binding upon Pulte personally,
636 upon any and all of Pulte's successors and assigns, and upon any and all successor legal
637 or beneficial owners of Lot 2. To assure that all successors, assigns and successor
638 owners have notice of this Second Amendment and the obligations created by it, Pulte
639 shall deposit with the Village Clerk, contemporaneously with the Acquisition Notice, any
640 consents or other documents necessary to authorize the Village to record this Second
641 Amendment in the Office of the Lake County Recorder of Deeds. Pulte may not assign
642 this Second Amendment: (i) until Pulte is current with its reimbursement of fees account,
643 as described in Section 1-8D-1 of the Village Code, and (ii) unless Pulte's assignee files
644 or deposits with the Village Clerk the following:

645 a. A substitute subdivision improvement deposit equal in value to 125% of
646 the cost of the Public Improvements which have yet to be approved by the Village,
647 substantially in the same form as the deposit presented by Pulte;

648 b. A substitute security deposit equal in value to all of Pulte's then existing
649 security deposits required by Section 5-2-5 of the Village Code, substantially in the same
650 form as the deposit presented by Pulte;

651 c. A substitute security deposit equal in value to all of Pulte's then existing
652 security deposits required by Section 5-2-3-1 of the Village Code, substantially in the
653 same form as the deposit presented by Pulte; and

654 d. Substitute evidence of the insurance required by Section 7-1-7 of the
655 Village Code.

656 Only upon the assignee's deposit and the Village's acceptance of the foregoing
657 requirements, which acceptance shall not be unreasonably withheld, shall Pulte be
658 relieved from the duties and obligations of this Second Amendment.

659 Section 17. No Implied Waiver of Rights. The Parties shall be under no
660 obligation to exercise rights granted to them in this Second Amendment except as they
661 shall determine to be in their best interest from time to time. Except to the extent
662 embodied in a duly authorized and written waiver of the applicable Parties, no failure to
663 exercise at any time any right granted herein to such Parties shall be construed as a
664 waiver of that or any other right nor shall any waiver of any breach be deemed to
665 constitute a waiver of any subsequent breach whether of the same or different provisions
666 of this Second Amendment.

667 Section 18. Time of Essence. Time is of the essence in the performance of all
668 terms and provisions of this Second Amendment.

669 Section 19. Consents, Approvals and Cooperation. Whenever the consent,
670 approval or cooperation of either Party, or of any of its employees, consultants, attorneys,
671 agents or representatives, is required to be given or rendered under the provisions of this
672 Second Amendment or otherwise, the same shall not be unreasonably withheld, delayed
673 or conditioned.

674 Section 20. Notices. All notices and other communications required or desired
675 to be given pursuant to this Second Amendment shall be in writing and shall be deemed
676 delivered to the addressee thereof (1) when delivered in person on a business day at the

677 address set forth below, or (2) on the third business day after being deposited in any main
678 or branch United States post office, for delivery by properly addressed, postage prepaid,
679 certified or registered mail, return receipt requested, at the address set forth below.

680 Notices and communications to the Parties shall be addressed to, and delivered at,
681 the following addresses:

682 If to the Village: Village of Lincolnshire
683 Attention: Village Manager
684 One Olde Half Day Road
685 Lincolnshire, IL 60069
686

687 With a copy to: Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
688 Attention: Adam B. Simon
689 175 Hawthorn Parkway
690 Suite 145
691 Vernon Hills, IL 60061
692

693 If to Owner: Lincolnshire Senior Care, LLC
694 800 Audubon Way
695 Lincolnshire, IL 60069
696

697 With a copy to: Meltzer, Purtill & Stelle LLC
698 Attention: Steven C. Bauer
699 300 S. Wacker Drive
700 Suite 2300
701 Chicago, IL 60069
702

703 If to Pulte: Pulte Home Corporation
704 Attention: Curt Van Hyfte, Illinois Division President
705 1900 East Golf Road
706 Suite 300
707 Schaumburg, IL 60173
708

709 With a copy to: Meltzer Purtill & Stelle LLC
710 Attn: Charles L. Byrum
711 300 S. Wacker Drive
712 Suite 2300
713 Chicago, IL 60069
714

742 alteration or other change to this Second Amendment shall be effective unless and until
743 such change is reduced to writing and executed and delivered by the Parties pursuant to
744 all applicable statutory procedures. Notwithstanding the foregoing, from and after the
745 date Pulte, or its nominee, acquires title to Lot 2, amendments to this Second Amendment
746 and any petitions to amend the Special Use, Preliminary PUD Plans or Final PUD Plans
747 need only be executed by Pulte and need not be consented to or executed by Owner or
748 any owner of a lot within the Development.

749 Section 24. No Third Party Beneficiaries. No claim as a third party beneficiary
750 under this Second Amendment by any person, firm or corporation shall be made, or be
751 valid, against the Village, Owner or Pulte.

752 Section 25. Exhibits. All exhibits to this Second Amendment are incorporated
753 herein by this reference thereto and are enforceable provisions of this Second
754 Amendment.

755 Section 26. Term. The Amended Annexation Agreement, as amended by this
756 Second Amendment, shall be binding upon the Parties, as provided therein, for twenty
757 years from the date of the Original Annexation Agreement; provided nothing herein shall
758 be construed to modify any approved zoning ordinances solely by reason of the
759 expiration of the Amended Annexation Agreement.

760 Section 27. Counterparts. This Second Amendment may be executed in two or
761 more counterparts and all of which, when taken together, shall constitute one and the
762 same instrument.

763 **IN WITNESS WHEREOF**, the Parties have executed this Second Amendment
764 as of the dates set forth below their respective signatures, to be effective as of the
765 Effective Date of this Second Amendment.

766

767

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF LINCOLNSHIRE

By: _____
Elizabeth J. Brandt, Mayor

ATTEST:

By: _____
Barbara Mastandrea, Village Clerk

Date: _____

LINCOLNSHIRE SENIOR CARE, LLC

By: _____
Brett Mehlman, Chief Operating Officer

Date: _____

PULTE HOME CORPORATION

By: _____
Curt Van Hyfte, Division President

Date: _____

**[SIGNATURE PAGE TO SECOND AMENDMENT TO ANNEXATION
AGREEMENT – SEDGEBROOK & CAMBERLEY CLUB]**

INDEX OF EXHIBITS

Exhibit A – Legal Description of the Subject Property

Exhibit B – Final Plat of Sedgebrook Resubdivision

Group Exhibit C – Preliminary PUD Plans

Exhibit D – Riverside Road Realignment and Intersection Improvements

Exhibit E – Recapture Agreement

Exhibit F – Trailhead Park Improvements

Exhibit G – Improvement Agreement

Exhibit H – Onsite Demolition Exhibit

Exhibit I-1 – Temporary Traffic Movement Restrictors (Milwaukee Avenue)

Exhibit I-2 – Temporary Traffic Movement Restrictors (Riverside Road)

Exhibit J – Riverside Staging Plan

Exhibit K – Temporary Parking Lot

Exhibit L – Lot 2 Emergency Access Lane

Exhibit M – Lot 1 Emergency Access Lane

Exhibit N – Value of Private Parkland and Open Space

WHEREAS, in accordance with Village requirements and in the course of developing the Subdivision, Pulte has constructed and installed certain Riverside Road Realignment and Intersection Improvements as generally described on Exhibit B hereto and as fully defined, illustrated and depicted in that certain Second Amendment to Annexation Agreement (“Second Amendment”) by and among the Village, Pulte and Lincolnshire Senior Care, LLC, dated June __, 2015, (collectively, the “**Improvements**”) that will benefit, upon their completion, approximately 28.2 acres, including nearby properties located in unincorporated Lake County, all as more specifically described in Exhibit C-1 hereto (the “**Benefited Properties**”) and generally depicted in Exhibit C-2 hereto, all of which are not owned by Pulte or individuals or entities related to Pulte and not part of the Subdivision;

WHEREAS, the Village required the installation and dedication of the Improvements in connection with the Subdivision and pursuant to the Second Amendment;

WHEREAS, in the opinion of the corporate authorities of the Village, the Improvements may be used for the benefit of the Benefited Properties; and

WHEREAS, Pulte and the Village agree that Pulte is entitled to recapture a portion of the cost of the Improvements from property owners of all or any

portion of the Benefited Properties (the “**Benefited Owners**”) in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, including, but not limited to the construction of the Improvements set forth above, the Parties hereto agree a follows:

1. Improvements. Pulte, at its own initial expense, has completed or shall cause completion of the construction of the Improvements for the use and benefit of the Subdivision and the Benefited Properties.

2. Dedication and Maintenance. After the Improvements are dedicated to and accepted by the Village, all ownership, maintenance and liability for the Improvements shall become the responsibility of the Village, except for the required three (3) year maintenance period therefor as provided by the Village Subdivision Code. As of the date of the acceptance of the Improvements, the Village shall have complete control thereof, including the determination of all future use and connections thereto.

3. Recapture.

A. The Village, in order to provide for reimbursement to Pulte of a portion of the Construction Cost (as hereinafter defined), shall require each Benefited Owner to pay a Recapture Fee, as set forth below, to the Village as a condition precedent to the Village: (i) permitting any Benefited Property to

connect to and use the Improvements or any extension therefrom; (ii) approving any subdivision, redevelopment or planned unit development plan on a Benefited Property, whichever occurs first; or (iii) entering into any annexation agreement for a Benefited Property. The Village shall in turn pay such Recapture Fee to Pulte. The Village shall undertake and perform its obligations hereunder to the extent permitted by the authority contained under the provisions of Section 9-5-1, et seq. of the Illinois Municipal Code, as amended from time to time.

B. The various costs and fees incurred by Pulte in connection with providing the Improvements are further described on **Exhibit B** hereto, and include the following:

(i) Construction Cost means the actual, certified cost to construct said Improvements, including, but not limited to, engineering fees, labor and material costs, legal fees, security costs and maintenance costs paid by Pulte during construction and until acceptance of the Improvements by the Village. Construction Costs are described in Exhibit B attached hereto and made a part hereof and have been approved by the Village.

(ii) Interest Factor. Interest per annum, measured from January 1st of the first calendar year following the Village's acceptance of the

Improvements, at a rate equal to the less than of (i) seven percent (7%) per annum or (ii) the average of the prime rates of interest published on the first day of January and July of each year by the Wall Street Journal plus one percent (1%) on the total amount of the Recapture Fee payable by the developer of each Benefitted Property, computed from the date of acceptance of the Improvements to the date of payment by such developer of the Recapture Fee to reflect Pulte's average cost of funds to construct the Improvements; provided, however, that interest shall not be capitalized nor shall accrue for longer than the term of this Agreement; further provided that in no event shall the Interest Factor exceed the principal amount of the Recapture Fee.

C. The manner of allocation of the Construction Cost to calculate the respective Recapture Fee for each Benefitted Property shall be as set forth in the Rate and Method of Apportionment of Recapture Fee (the "Rate and Method"), attached hereto as Exhibit D, incorporated herein and made a part hereof.

The amount of the Recapture Fee payable from each Benefitted Owner shall be such Benefitted Owner's proportionate share of the foregoing Construction Costs, based on the ratio between the trips generated from the Benefitted Properties owned by said Benefitted Owner and the trips generated by the Subdivision and all Benefitted Properties, where only trips along Riverside

Road shall be counted, plus the applicable Interest Factor. An Administrative Fee shall be payable by the Benefited Owners to the Village to reimburse the Village for its costs in the collection of the Recapture Fee. This fee shall be in addition to the Recapture Fee due to Pulte. The amount of said Administrative Fee is hereby set at 1.5% of the Recapture Fee from each Benefited Property.

D. The Village's reimbursement to Pulte for the Construction Costs (and applicable Interest Factor) shall be payable solely and exclusively from Recapture Fees actually collected from the Benefited Owners. It is further understood and agreed that under no circumstances will any other funds of the Village be in any way obligated for said amount to be reimbursed to Pulte but that the Village shall act as a collection agent on behalf of Pulte, provided that this Agreement shall not be construed to create a joint venture or partnership between the Village and Pulte. The Village is only obligated to pay Pulte from those funds the Village actually collects from said Benefited Property owners, but the Village will use all its administrative resources and, if necessary, legal action to collect same on behalf of Pulte or, alternatively, assign any such cause of action to Pulte. Pulte agrees to reimburse the Village for the cost of all legal action that may be necessary to collect the Recapture Fee upon prior written authorization thereof by Pulte. If Pulte grants prior written authorization for legal action to collect the Recapture Fee, the Village may take the cost of any legal action from the proceeds of the Recapture Fee prior to providing the Recapture Fee to Pulte.

E. The Village agrees that upon approval of this Agreement, it will promptly enact all ordinances, resolutions, executive orders or any other procedures necessary to (i) advise those owners of properties in the Recapture Area of this Agreement; and (ii) establish guidelines and procedures within the Village for the collection of the Recapture Fee.

4. Covenant Not to Sue. Pulte, for itself and its heirs, agents, successors and assigns, agrees that the Recapture Fee provided hereunder is adequate and reasonable. Therefore, Pulte covenants not to sue the Village, its officers, agents and employees, their successors and assigns in any manner directly or indirectly in connection with said Recapture Agreement or any ordinance adopted pursuant to this Agreement, so long as the Village complies in good faith with its undertakings as herein set forth.

5. Corporate Authorities. Pulte represents that the officers whose names appear herein have full corporate authority to execute this Agreement on behalf of the corporation. The Village represents that entry into this Agreement has been duly authorized by appropriate Village actions and is within the authority of the Village.

6. Enforcement. This Agreement shall be enforceable in any court of competent jurisdiction by any of the Parties or their successors in title, by an appropriate action in law or in equity, mandamus or other proceeding to enforce and compel the performance of the covenants herein contained; provided that Pulte may only obtain specific performance against the Village. Should the Village be required to bring legal action in order to enforce and compel the performance of the covenants herein contained by Pulte, and if the Village should prevail in such action, it is hereby agreed that Pulte will reimburse the

Village for all expenses, including reasonable attorneys' fees, incurred in connection herewith, and that judgment can be rendered accordingly. Should any action be brought against the Village by any third party challenging the validity of this Agreement or any ordinance or resolutions adopted pursuant to or in furtherance of the provisions of this Agreement or challenging in any way the amount or method of allocation of the Recapture Fee provided for hereunder, then and in that event, Pulte shall indemnify and completely hold harmless the Village, its officers, agents and employees, their assigns and successors, from any and all liability whatsoever for damages or expenses arising directly or indirectly out of or under any such action, including court costs and reasonable witness and attorneys' fees.

7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

8. Effective Date. This Agreement shall become effective as of the date signed by the Mayor of the Village.

9. Recordation. The Village shall record this Agreement with the Recorder of Deeds of Lake County, Illinois.

10. Term. The term of this Agreement shall commence with the Effective Date and expire on the twentieth (20th) anniversary of the Effective Date.

11. Miscellaneous.

A. Nothing herein contained is intended to relive Pulte of its obligations under the regulations, rules and ordinances of the Village, except as specifically set forth herein.

B. Failure of any party to this Agreement to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, upon any other party imposed shall not constitute or be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. Any waivers granted by any party must be in writing to be enforceable.

C. This Agreement and the attached exhibits set forth all of the promises, inducements, agreements, conditions and understandings between the parties relative to the subject matter hereof and there are no promises, inducements, agreements, conditions or undertakings, either oral or written, expressed or implied, between them other than are herein set forth. Except as otherwise provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by them.

D. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties, provided however, that Pulte shall not assign its interests under this Agreement without the prior written consent of the Village, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed by their duly authorized representatives on the day and year first above written pursuant to a proper resolution of the respective governing body of each party hereto.

[SIGNATURES ON FOLLOWING PAGE]

VILLAGE OF LINCOLNSHIRE, an
Illinois municipal corporation,

By: _____

Mayor

ATTEST:

Village Clerk

PULTE HOME CORPORATION, a
Michigan corporation

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, being the _____ of Pulte Home Corporation, a Michigan corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 20
_____.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF CAMBERLEY CLUB SUBDIVISION

TO BE ATTACHED

**Camberley Club, Lincolnshire, IL
Offsite Re-Alignment (Riverside Road and Milwaukee Avenue Intersection)**



ENGINEER'S PROBABLE OPINION OF CONSTRUCTION COSTS

Date: September 24, 2015

Revised:

PREPARED FOR:

Pulte Group

PREPARED BY:

KIMLEY-HORN AND ASSOCIATES, INC.

SEQ NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	ESTIMATE TOTAL
Erosion and Sediment Control					
1	Silt Fence	1,800	LF	\$2.50	\$4,500.00
2	Inlet Protection	8	EA	\$250.00	\$2,000.00
3	Seeding	0.2	AC	\$2,000.00	\$400.00
4	Blanket	200.0	SY	\$2.00	\$400.00
5	SESC Maintenance	12.0	WKS	\$500.00	\$6,000.00
				Subtotal	\$13,300.00
Demolition					
1	Existing Pavement Removal/Sawcut	500	SY	\$10.00	\$5,000.00
2	Miscellaneous Removals/Restoration (fence, tree removal, etc.)	1	Allowance	\$10,000.00	\$10,000.00
3	Entry Sign Relocation (Tower Parkway)	1	Allowance	\$15,000.00	\$15,000.00
4	Curb Removal (Tower Parkway)	928	LF	\$10.00	\$9,280.00
5	Mill Surface	1,170	SY	\$19.10	\$22,347.00
6	Asphalt Removal (Abandoned Riverside Road)	9,000	SF	\$0.45	\$4,050.00
7	Stone Removal (Abandoned Riverside Road)	9,000	SF	\$0.85	\$7,650.00
8	Milwaukee Avenue/Tower Parkway Utility Relocations	1	Allowance	\$100,000.00	\$100,000.00
9	Riverside Road 2" Gas Main Relocation (DUS Estimate)	350	LF	\$35.45	\$12,407.50
				Subtotal	\$185,734.50
Earthwork					
1	Mobilization & Layout	1	LS	\$10,000.00	\$10,000.00
2	6" Topsoil Respread	1,000	SY	\$2.75	\$2,750.00
3	Fine Grading	3,000	SY	\$18.00	\$54,000.00
4	Cut to Structural Fill	400	CY	\$12.00	\$4,800.00
				Subtotal	\$71,550.00
Storm Sewer					
1	Reconstruct Storm Manhole (Frame & Grate)	2	EA	\$1,500.00	\$3,000.00
2	4' Manhole	2	EA	\$3,500.00	\$7,000.00
3	12" RCP	173	LF	\$45.00	\$7,785.00
				Subtotal	\$17,785.00
Pavement					
1	Asphalt Pavement (Riverside & Tower)(1.5" Surf/2.5" Binder/10" CA-6)	3,250	SY	\$35.50	\$115,375.00
2	Asphalt Pavement (Milwaukee Avenue)(1.5" Surf)	1,170	SY	\$7.70	\$9,009.00
3	Backfill Curb and Gutter	1,850	LF	\$1.25	\$2,312.50
4	B6.12 curb & gutter	1,850	LF	\$28.00	\$51,800.00
				Subtotal	\$178,496.50
Pavement Striping & Signage					
1	4" Thermoplastic Striping	3,160	LF	\$1.20	\$3,792.00
2	6" Thermoplastic Striping	500	LF	\$1.80	\$900.00
3	12" Thermoplastic Striping	546	LF	\$2.00	\$1,092.00
4	24" Thermoplastic Striping	180	LF	\$4.00	\$720.00
5	Signage	1	LS	\$2,500.00	\$2,500.00
				Subtotal	\$9,004.00
Lighting					
1	Relocate Street Light	1	EA	\$10,000.00	\$10,000.00
2	New Street Light	1	EA	\$15,000.00	\$15,000.00
				Subtotal	\$25,000.00
Traffic Signals					
1	Temporary Traffic Signal	1	EA	\$75,000.00	\$75,000.00
2	Permanent Traffic Signal	1	EA	\$275,000.00	\$275,000.00
3	Traffic Signal Interconnect	1	EA	\$50,000.00	\$50,000.00
4	Traffic Control & Protection	1	LS	\$10,000.00	\$10,000.00
				Subtotal	\$410,000.00
Soft Costs					
1	Engineering and Traffic Design	1	EA	\$100,000.00	\$100,000.00
2	Construction Survey and Record Drawings	2	EA	\$10,000.00	\$20,000.00
				Subtotal	\$120,000.00
SUBTOTAL					\$1,030,870.00
CONTINGENCY				5%	\$50,000.00
TOTAL					\$1,080,870.00

****NOTE THIS ESTIMATE DOES NOT ACCOUNT FOR CONTRACTOR GENERAL CONDITIONS OR OVERHEAD CONSTRUCTION ADMINISTRATION, PROJECT MANAGEMENT**

(2) The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

GROUP EXHIBIT C

EXHIBIT C-1

**LEGAL DESCRIPTION OF BENEFITED
PROPERTIES**

EXHIBIT C-2

DEPICTION OF BENEFITED PROPERTIES

EXHIBIT C-1

DESCRIPTION OF BENEFITED PROPERTIES

[TO BE ATTACHED]

EXHIBIT C-2

DEPICTION OF BENEFITED PROPERTIES

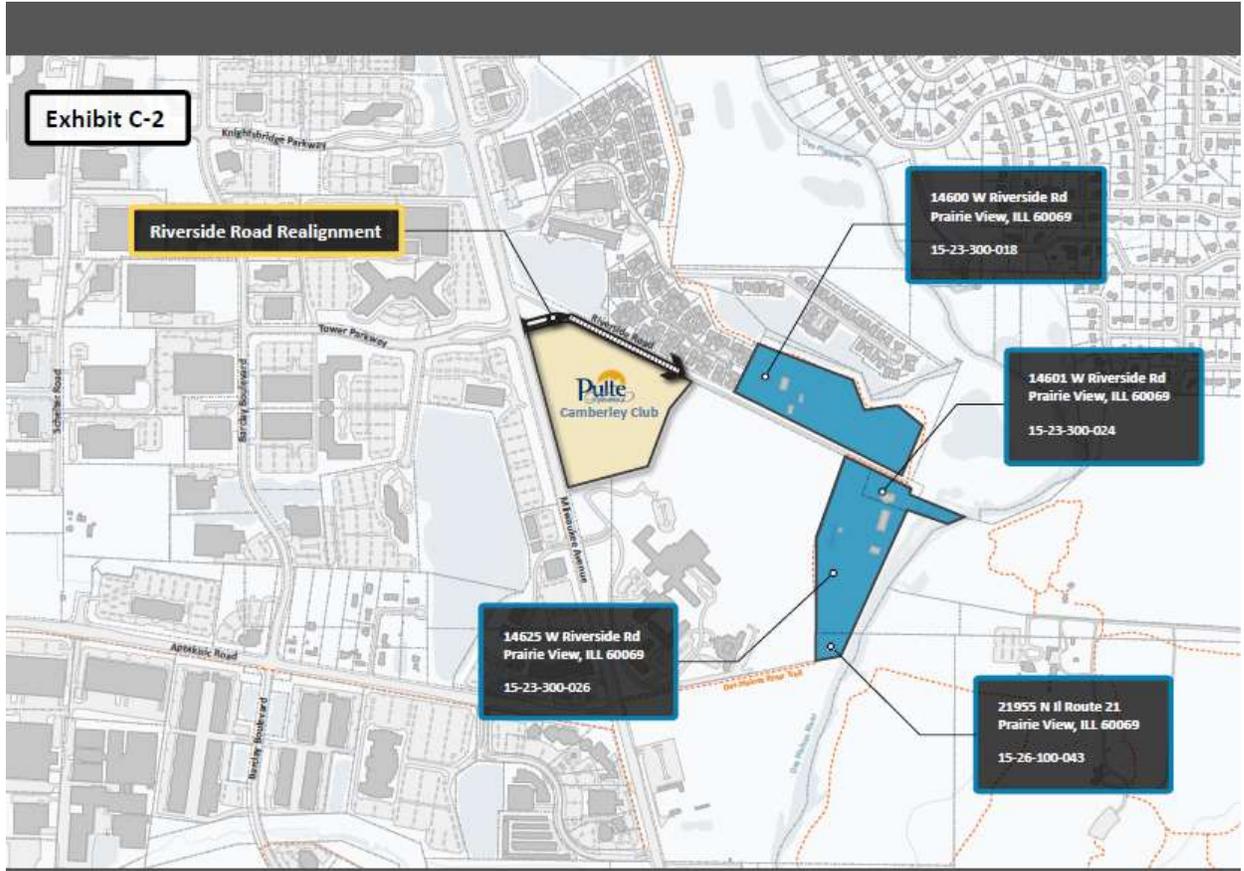


EXHIBIT D

RATE AND METHOD OF ALLOCATION OF RECAPTURE FEE

The allocation of the Construction Cost to calculate the respective Recapture Fee for each Benefited Properties shall be determined as follows:

All trip generation numbers used herein shall be based on the "Trip Generation, 9th Edition: An ITE Informational Report."

The Construction Cost shall be allocated among the Subdivision and the Benefited Properties based on the ratio between the trips generated from the Benefited Properties owned by said Benefited Owner and the trips generated by the Subdivision and all Benefited Properties, where only trips along Riverside Drive shall be counted.

Initially, the "Maximum Trip Generation" for each Benefited Property shall be calculated using the estimated trips generated from such Benefited Property on the assumption that each Benefited Property shall be developed as a residential use in accordance with the maximum permissible density permitted by the Village Code in the R-4 Single-Family Attached Residential District.

The actual Recapture Fee for each Benefited Property shall be calculated by a fraction, the numerator of which shall be the estimated trips generated based on the actual development approved for the Benefited Property and the denominator of which shall be the sum of (i) the estimated trips generated from the Subdivision, (ii) the estimated trips generated from the Benefited Property, (iii) the estimated trips generated from all previously approved developments on other Benefited Properties, and (iv) the Maximum Trip Generation for all remaining Benefited Properties.

The Recapture Fee shall be paid as provided in Section 3 above.

The following example is intended for illustrative purposes only:

Step 1: Pulte constructs 101 units within the Subdivision and pays 100% of the Construction Cost. The trips generated from the Subdivision, based on 101 units, is 586 trips/day.

Step 2: The Maximum Trip Generation for all Benefited Properties shall be calculated using 5.8 trips/unit-day multiplied by the permitted units/acre multiplied by the permitted building area (less floodway).

Step 3: A Benefited Property is actually approved for single family detached residential use. The estimated trip generation for the approved development is calculated using the trip generation rate for single family detached residential use times the number of units approved.

Step 4: The Recapture Fee is calculated by multiplying the Construction Costs times the following fraction:

$$\frac{[\text{Actual Trip Generation}]}{[(\text{Subdivision Trip Generation}) + (\text{Actual Trip Generation}) + (\text{Actual Trip Generation} - \text{Other Benefited Properties}) + (\text{Maximum Trip Generation for Other Benefited Properties})]}$$

No refund shall ever be owed to a Benefited Owner who has paid a Recapture Fee.

IMPROVEMENT AGREEMENT
(Camberley Club)

THIS AGREEMENT (“AGREEMENT”) made and entered into this ____ day of June 2015 by and between the VILLAGE OF LINCOLNSHIRE, a municipal corporation of the State of Illinois, having its principal office at One Olde Half Day Road, Lincolnshire, Illinois 60069 (hereinafter called “VILLAGE”) and PULTE HOME CORPORATION, a Michigan corporation (hereinafter called “DEVELOPER”). The VILLAGE and DEVELOPER are sometimes collectively referred to herein as the PARTIES and individually as a PARTY. All capitalized terms used, but undefined in this AGREEMENT, shall have the meaning ascribed to them in the SECOND AMENDMENT (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, DEVELOPER, as applicant, previously filed an application for various land use approvals with respect to the property legally described on **Exhibit A** attached hereto (“SUBJECT REALTY”) so as to permit the construction of an attached single-family residential townhome community known as Camberley Club on the SUBJECT REALTY (“PROJECT”); and,

WHEREAS, the SUBJECT REALTY is the subject of that certain Second Amendment to Annexation Agreement, dated June ____, 2015, by and among the VILLAGE, the DEVELOPER and Lincolnshire Senior Care, LLC (the “SECOND AMENDMENT”); and

WHEREAS, the DEVELOPER desires to construct the PROJECT on the SUBJECT REALTY and has submitted to the VILLAGE that certain preliminary plat of subdivision for the PROJECT attached to the SECOND AMENDMENT as a part of “Group Exhibit C” thereto, and which preliminary plat of subdivision has been approved by the Village Board of the VILLAGE as part of the PRELIMINARY PUD PLANS for the PROJECT; and,

WHEREAS, the VILLAGE is willing to approve the FINAL PLAT OF SUBDIVISION for the PROJECT provided, inter alia, that this AGREEMENT is executed to ensure the completion of certain

improvements in accordance with applicable VILLAGE ordinances and written agreements between the VILLAGE and DEVELOPER. The FINAL PLAT OF SUBDIVISION for the PROJECT shall not be approved until, inter alia, this AGREEMENT is executed.

NOW, THEREFORE, it is mutually agreed as follows:

1. DEVELOPER shall furnish, or cause to be furnished, at its own cost and expense, all the necessary materials, labor and equipment to complete the following improvements as those improvements are defined by the SECOND AMENDMENT (the "PUBLIC IMPROVEMENTS" or individually, a "PUBLIC IMPROVEMENT"):

- A. All sanitary sewer mains and appurtenant structures for Lot 2 in accordance with the Final Engineering Plans;
- B. All potable water mains and appurtenant structures for Lot 2 in accordance with the Final Engineering Plans;
- C. Those portions of proposed storm sewer mains and appurtenant structures for Lot 2 located within Outlot 2 and the Riverside Road right-of-way in accordance with the Final Engineering Plans;
- D. The Riverside Road Realignment and Intersection Improvements;
- E. The Riverside Road Right-of-Way Improvements, including landscaping thereof;
- F. the Trailhead Park Improvements;
- G. the Off-Site Milwaukee Avenue Trail Improvements; and
- H. the On-Site Milwaukee Avenue Trail Improvements

The PUBLIC IMPROVEMENTS shall be constructed in a good and workmanlike manner and in accordance with (i) all pertinent ordinances and regulations of the VILLAGE, (ii) all written agreements between the VILLAGE and DEVELOPER, and (iii) the FINAL PUD PLANS for the PROJECT. The FINAL PUD PLANS have heretofore been approved by the VILLAGE and are attached hereto as **Exhibit B**. Those PUBLIC IMPROVEMENTS illustrated and depicted on **Exhibit C** hereto are referred to herein as "ENGINEERING IMPROVEMENTS," except to the extent of any

modifications, revisions, or amendments thereto that are requested by DEVELOPER and approved by the VILLAGE in writing. Any utilities and services to be installed in or under the streets shall be installed prior to paving, except for directional-bored utility services. Those PUBLIC IMPROVEMENTS illustrated and on **Exhibit D** hereto are referred to herein as “LANDSCAPING IMPROVEMENTS,” except to the extent of any modifications, revisions, or amendments thereto that are requested by DEVELOPER and approved by the VILLAGE in writing.

2. Attached hereto as **Exhibit E** is a complete cost estimate for the construction of the PUBLIC IMPROVEMENTS. The Parties agree that the DEVELOPER shall collateralize its obligation to construct all of the PUBLIC IMPROVEMENTS by submitting to the VILLAGE a Letter of Credit issued by a sound financial institution authorized to transact business and maintaining an authorized agent for service in the State of Illinois.

Such Letter of Credit shall contain such terms and provisions as may be mutually acceptable to the DEVELOPER's bank and the Village Attorney of the VILLAGE, and shall be deposited with the VILLAGE prior to the commencement by DEVELOPER of earthwork associated with the PROJECT. Said Letter of Credit shall be in a principal amount of not less than one hundred twenty-five percent (125%) of the DEVELOPER'S engineer and landscape estimates of probable cost (as approved by the VILLAGE), of the costs of the PUBLIC IMPROVEMENTS. The Letter of Credit may be drawn upon by the Village for the purpose of curing or mitigating any default or failure of the DEVELOPER to perform with respect to the PROJECT in accordance with the VILLAGE CODE and the SECOND AMENDMENT (when taken together).

The Letter of Credit may provide for its reduction from time to time, based upon the VILLAGE staff's recommendation to the VILLAGE Manager of the value of any of the PUBLIC IMPROVEMENTS installed. The VILLAGE may require such lien waivers as it may deem appropriate prior to certifying any reduction of the Letter of Credit. In no event shall the Letter of Credit be reduced to an amount less than one hundred twenty-five percent (125%) of the VILLAGE'S estimate of

the cost of completion of all remaining PUBLIC IMPROVEMENTS. Any language in such Letter of Credit with respect to its reduction shall be subject to the approval of the VILLAGE Attorney. In no event shall the VILLAGE'S reduction to the Letter of Credit or the VILLAGE Manager's authorization for such reduction constitute final acceptance of any of the PUBLIC IMPROVEMENTS.

3. DEVELOPER shall provide security deposit(s) in accordance with Section 5-2-5 of the Village Code, except to the extent DEVELOPER has already provided security for any such items under the Letter of Credit, any separate security required by the Illinois Department of Transportation, or any security deposit required by the Lake County Stormwater Management Commission as a condition of its approval of a Watershed Development Permit.

4. DEVELOPER will establish a cash advance account in the amount of \$2,500 with the VILLAGE to cover actual costs for engineering, landscaping, forestry, and inspection fees associated with the PUBLIC IMPROVEMENTS. Said amount shall be deposited prior to recording of the FINAL PLAT OF SUBDIVISION for the PROJECT. The DEVELOPER shall receive a monthly accounting of the use of such funds from the Village not later than the 5th day of any month. In the event the balance of such cash advance account falls below \$1,000, as described on any such monthly accounting, the DEVELOPER shall replenish such account to \$2,500 within ten (10) business days from receipt of such monthly accounting. All funds not expended will be returned to the DEVELOPER within 30 days of acceptance of final PUBLIC IMPROVEMENT.

5. The DEVELOPER shall furnish the VILLAGE with evidence of liability insurance in the amount of at least \$2,000,000 covering the construction activities of the DEVELOPER. In the event the DEVELOPER does not require its contractors and subcontractors to provide evidence of identical coverage to that described herein, the DEVELOPER'S insurance shall waive subrogation for the PUBLIC IMPROVEMENTS and any contractors and subcontractors utilized by the DEVELOPER in constructing the PUBLIC IMPROVEMENTS. Such insurance shall be written by a company rated by Standards and Poor's Rating Group as A- or better. Such certificate of insurance shall be provided to

the VILLAGE before the commencement of any work on the PUBLIC IMPROVEMENTS by the DEVELOPER and shall specify the VILLAGE as an additional named insured. Such certificate of insurance shall provide a thirty (30) day “prior notice of termination” provision in favor of the VILLAGE. Should the DEVELOPER allow such liability insurance to terminate prior to the final acceptance of all of the PUBLIC IMPROVEMENTS, the VILLAGE shall stop work on all PUBLIC IMPROVEMENTS until such liability insurance is reinstated. On all policies provided hereunder, the VILLAGE shall be named as a primary additional insured on such policies so that any coverage held by the VILLAGE for identical losses or claims shall be considered secondary and excess to the DEVELOPER’S coverage herein provided. This coverage is intended to be in lieu of the requirements of Section 7-1-7 (A), 2, 3 and 4 of the Village Code.

6. The DEVELOPER, by its execution of this Agreement, agrees to indemnify, hold harmless, defend, pay costs of defense, and pay any and all claims or judgments which may hereafter accrue against the VILLAGE, or its agents, servants, and employees, arising out of any of the DEVELOPER’S construction of the PUBLIC IMPROVEMENTS, except to the extent such costs, claims or judgments also arise from the Village’s acts or omissions regarding the PUBLIC IMPROVEMENTS for which the VILLAGE may be held liable under the laws of the State of Illinois.

7. DEVELOPER shall cause the PUBLIC IMPROVEMENTS to be completed in accordance with the following schedule:

- A. Subject to Sections 12 and 6(D) and (E) of the SECOND AMENDMENT complete those PUBLIC IMPROVEMENTS identified as Items A-C of paragraph 1 of this Agreement prior to the issuance of any temporary certificate of occupancy for the PROJECT;
- B. Complete those PUBLIC IMPROVEMENTS identified as Item D of paragraph 1 of this Agreement prior to the issuance of the 36th building permit for any dwelling unit of the PROJECT.
- C. Complete those PUBLIC IMPROVEMENTS identified as Items F-H of paragraph 1 of this Agreement no later than the date of issuance of the last building permit for the last dwelling unit of the PROJECT.

Notwithstanding any provision contained herein to the contrary, all PUBLIC IMPROVEMENTS shall be completed no later than three (3) years from and after the date of this Agreement, except for the bituminous surface course on Riverside Road.

If work relating to the PUBLIC IMPROVEMENTS is not completed within the time prescribed herein, the VILLAGE shall have the right, but not the obligation, to require the completion thereof by drawing on the Letter of Credit in addition to any other available remedies.

8. Upon completion of any ENGINEERING IMPROVEMENT and, further, upon the receipt of the VILLAGE of "as built" drawings for these improvements and upon submission to the VILLAGE of a certificate from the engineering firm employed by DEVELOPER stating that the said ENGINEERING IMPROVEMENT has been completed in conformance with this Agreement, the Village Code, the final engineering plans and specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the VILLAGE staff shall, within thirty (30) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S engineer, either (i) recommend to the VILLAGE'S corporate authorities final acceptance of said ENGINEERING IMPROVEMENT, or (ii) designate in writing to DEVELOPER all corrections or alterations that shall be required to obtain a recommendation of final acceptance of said ENGINEERING IMPROVEMENT, specifically citing sections of the final engineering plans and specifications, the VILLAGE Code or this AGREEMENT, any applicable agreement or State or Federal law or standard, relied upon by the VILLAGE. Should the VILLAGE reject any ENGINEERING IMPROVEMENT, or any portion or segment thereof, for a recommendation of final acceptance, the DEVELOPER shall cause to be made to such ENGINEERING IMPROVEMENT such corrections or modifications as may be required by the VILLAGE. The DEVELOPER shall cause the ENGINEERING IMPROVEMENTS to be submitted and resubmitted as herein provided until the VILLAGE staff shall recommend final acceptance of same to the corporate authorities of the VILLAGE and the corporate authorities shall finally accept same. No

ENGINEERING IMPROVEMENT shall be deemed to be finally accepted until the corporate authorities shall, by appropriate motion, finally accept same.

Upon completion and as a condition of final acceptance by the VILLAGE, DEVELOPER agrees to convey and transfer the ENGINEERING IMPROVEMENTS to the VILLAGE by appropriate Bill(s) of Sale.

9. Upon completion of any LANDSCAPE IMPROVEMENTS and, upon receipt of the VILLAGE of "as built" drawings of the LANDSCAPE IMPROVEMENTS and confirmation from a landscape professional mutually agreeable to the VILLAGE and DEVELOPER that the LANDSCAPE IMPROVEMENTS have been completed in conformance with this Agreement, the VILLAGE Code, the final landscaping plans and specifications relative thereto, any applicable agreements and all State and Federal laws and standards, the VILLAGE, within thirty (30) days after the VILLAGE receives the aforesaid certification from the DEVELOPER'S landscaper, either (i) recommend to the VILLAGE'S corporate authorities final acceptance of said LANDSCAPE IMPROVEMENTS, or (ii) designate in writing to DEVELOPER all corrections or alterations which shall be required to obtain a recommendation of final acceptance of said LANDSCAPE IMPROVEMENTS, specifically citing sections of the final landscaping plans and specifications, the Village Code, this AGREEMENT or any applicable agreement or State or Federal law or standard, relied upon by the VILLAGE in identifying such necessary corrections or alterations. Should the VILLAGE reject any LANDSCAPE IMPROVEMENTS, or any portion or segment thereof, for a recommendation of final acceptance, the DEVELOPER shall cause to be made to such LANDSCAPE IMPROVEMENTS such corrections or modifications as may be required by the VILLAGE. The DEVELOPER shall cause the LANDSCAPE IMPROVEMENTS to be installed and reinstalled as herein provided until the VILLAGE shall recommend final acceptance of same to the corporate authorities of the VILLAGE and the corporate authorities shall finally accept same. No LANDSCAPE IMPROVEMENTS shall be deemed to be finally accepted until the corporate authorities shall, by appropriate motion, finally accept same.

Upon completion and as a condition of final acceptance by the VILLAGE, DEVELOPER agrees to convey and transfer the LANDSCAPE IMPROVEMENTS to the VILLAGE by appropriate method acceptable to the VILLAGE Attorney.

10. The DEVELOPER guarantees that the workmanship and materials furnished and used in accordance with the final plans and specifications for the PUBLIC IMPROVEMENTS will be furnished and performed in accordance with well-known established practices and standards recognized by engineers and landscape contractors in the trades. All PUBLIC IMPROVEMENTS shall be new and of the best grade of their respective kinds for the purpose.

All materials and workmanship shall be guaranteed by the DEVELOPER for a period of three (3) years from the date of final acceptance.

To partially secure the DEVELOPER'S guarantee, at the time or times of final acceptance by the VILLAGE of the installation of any PUBLIC IMPROVEMENTS in accordance with this Agreement, DEVELOPER shall deposit with the VILLAGE a Maintenance Letter of Credit in the amount of twenty-five percent (25%) of the actual cost of the PUBLIC IMPROVEMENTS finally accepted by the VILLAGE. This Letter of Credit shall be deposited with the VILLAGE and shall be held by the VILLAGE for a period of three (3) years after the PUBLIC IMPROVEMENTS are finally accepted.

If during said guarantee period, any PUBLIC IMPROVEMENT shall require any repairs or renewals, in the reasonable opinion of the VILLAGE, necessitated by reason of settlement of foundation, structure or backfill, defective workmanship or materials, dead or irreversibly declining plant material, or tree protection measures, the DEVELOPER shall, upon notification by the VILLAGE-of necessity for such repairs, replacements, or renewals, make such repairs, replacements, or renewals, at its own cost and expense. Should the DEVELOPER fail to make such repairs, replacements, or renewals within the time specified in such notification, the VILLAGE may cause such work to be done, either by contract or otherwise, and the VILLAGE may draw upon said Maintenance Letter(s) of Credit to pay

the entire cost or expense thereof, including administration and attorneys' fees and consultants' costs. Should such cost or expense exceed the amount set forth in said Maintenance Letter(s) of Credit, the DEVELOPER will remain liable for any additional cost or expense incurred in the correction process. At the expiration of the guarantee period, DEVELOPER shall leave the PUBLIC IMPROVEMENTS in good and sound condition, satisfactory to the VILLAGE. In said event and at the expiration of such period, said Maintenance Letter(s) of Credit shall be returned to the DEVELOPER within 30 days.

11. As a condition of the VILLAGE's acceptance of any PUBLIC IMPROVEMENTS, the DEVELOPER shall furnish the VILLAGE with copies of lien waivers or other evidence satisfactory to the Village showing that all persons who have done work, or have furnished materials under this Agreement have been fully paid.

12. The DEVELOPER shall be responsible for the maintenance of the PUBLIC IMPROVEMENTS until such time as they are finally accepted by the VILLAGE. This maintenance shall include routine maintenance, replacement, and care of plant material, as well as repair or replacement required as a result of DEVELOPER's negligence, faulty workmanship or failure to maintain the IMPROVEMENTS as required by this Agreement. Such maintenance shall be sufficient to render the PUBLIC IMPROVEMENTS to be compliant with the plans and specifications therefor at the time of their final acceptance by the VILLAGE. DEVELOPER shall bear all risk of loss and casualty until such time when each PUBLIC IMPROVEMENT is accepted.

13. DEVELOPER shall be responsible for any and all damage to the PUBLIC IMPROVEMENTS which may occur as a result of the construction of the PROJECT irrespective of whether the PUBLIC IMPROVEMENTS damaged have or have not been finally accepted hereunder. DEVELOPER shall replace and repair damage to the PUBLIC IMPROVEMENTS installed within, under or upon the SUBJECT REALTY resulting from construction activities by DEVELOPER, its successors or assigns and its employees, agents, contractors or subcontractors during the term of this AGREEMENT, but shall not be deemed hereby to have released any other party from liability or

obligation in this regard. DEVELOPER shall have no obligation with respect to damage to the PUBLIC IMPROVEMENTS resulting from ordinary use, wear and tear occurring after final acceptance.

14. The rights and remedies of the VILLAGE as provided herein, in the ordinances of the VILLAGE and in any agreements between the VILLAGE and DEVELOPER regarding the PROJECT, shall be cumulative and concurrent, and may be pursued singularly, successively, or together, at the sole discretion of the VILLAGE, and may be exercised as often as occasion therefor shall arise. Failure of the VILLAGE, for any period of time or on more than one occasion, to exercise such rights and remedies shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent default. No act of omission or commission of the VILLAGE or the DEVELOPER, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release to be effected only through a written document executed by the VILLAGE or the DEVELOPER, as the case may be, and then only through a written document executed by the VILLAGE and then only to the extent specifically receipted therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the VILLAGE'S or DEVELOPER'S rights or remedies, as the case may be, hereunder. Except as otherwise specifically required, notice of the exercise of any right or remedy granted to the VILLAGE or DEVELOPER is not required to be given.

15. From and after the date on which the VILLAGE notifies the DEVELOPER, in writing, that the DEVELOPER is in default of any of its obligations under this AGREEMENT, the DEVELOPER shall pay to the VILLAGE, upon demand (but following a reasonable opportunity to cure the alleged default), all of the VILLAGE'S reasonable, actual fees, costs and expenses incurred in enforcing the provisions of this AGREEMENT against DEVELOPER, including, without limitation, engineers' and foresters', and attorneys' fees, costs and expenses, and, if any litigation is filed as part of such enforcement, any court costs and filing fees.

16. This AGREEMENT shall be binding upon and inure to the Parties and their respective assignees and corporate successors during the Term hereof. Notwithstanding the foregoing, this AGREEMENT shall not be assigned by either Party without the prior written consent of the other Party to this AGREEMENT.

17. The invalidity of any provision of this AGREEMENT shall not impair the validity of any other provision. If any provision of this AGREEMENT is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed severable and this Agreement may be enforced with that provision severed or as modified by the court.

18. This AGREEMENT sets forth an agreement of the Parties insofar as it specifically contradicts, modifies or amplifies any provision of the VILLAGE CODE. To the extent that this AGREEMENT does not address an applicable provision of the VILLAGE CODE, the VILLAGE CODE shall continue to control the Parties' activities contemplated by this Agreement regardless of the fact that the VILLAGE Code has not been addressed within the specific terms of this Agreement. In the event of any conflict between this AGREEMENT and either the SECOND AMENDMENT or the VILLAGE CODE, this AGREEMENT shall control.

19. This AGREEMENT shall be in full force and effect from the date set forth above until three (3) years from and after the date on which the last of the PUBLIC IMPROVEMENTS is finally accepted.

20. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Illinois.

21. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. VILLAGE at:

VILLAGE Manager
VILLAGE OF LINCOLNSHIRE
One Olde Half Day Road
Lincolnshire, IL 60069

B. DEVELOPER at:

Attention: Curt Van Hyfte, Illinois Division President
1900 East Golf Road
Suite 300
Schaumburg, Illinois 60173

With a copy to:

PULTE HOME CORPORATION
Attention: Tina M. Dalman, Vice President and Area General Counsel
1900 East Golf Road
Suite 300
Schaumburg, Illinois 60173

22. This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

23. All exhibits to this AGREEMENT are incorporated herein by this reference thereto and are enforceable provisions of this AGREEMENT.

IN WITNESS WHEREOF, the Parties have set their hands and seals on the date first above written.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

VILLAGE OF LINCOLNSHIRE, an Illinois
municipal corporation,

By: _____
Elizabeth J. Brandt, Mayor

ATTEST:

Barbara Mastandrea, Village Clerk

Pulte's Parkland Donations

Public Land Dedication & Improvements						
Land	Land Area	Cost of Land (1 acre = \$545,000)	Cost of Improvements	Land Value + Improvements	Credited Percentage	Credit from Village
Outlot 2 - Trailhead	0.287	\$156,415.00	\$150,000.00	\$306,415.00		
Milwaukee Ave Trail (South Property Line to Audobon Way - 8', Asphalt) \$34.50 per L.F.			\$13,800.00	\$13,800.00		
Sub-Total		\$156,415.00	\$163,800.00	\$320,215.00	100%	\$320,215.00

Private Parks & Improvements						
Land	Land Area	Cost of Land (1 acre = \$545,000)	Cost of Improvements	Land Value + Improvements	Credited Percentage	Credit from Village
Camberley Commons	0.66	\$359,700.00	\$90,710.00			
Camberley Square	0.64	\$348,800.00	\$137,225.00			
Camberley Park	0.8	\$436,000.00	\$148,470.00			
Camberley Gardens	0.47	\$0.00	\$0.00			
Sub-Total	2.57	\$1,144,500.00	\$376,405.00	\$1,520,905.00	37.9632520%	\$577,385.00

Total Credit for Public and Private Parkland Dedication & Improvements \$897,600.00

**REQUEST FOR BOARD ACTION
Architectural Review Board
February 17, 2015**

Subject:	Camberley Club Townhome PUD Proposal
Action Requested:	Preliminary Review of Site Design Concept & Townhome Designs for a proposed 102-unit Townhome PUD on Sedgebrook Lot 2
Petitioner:	Pulte Homes
Originated By/Contact:	Stephen Robles, Village Planner Steve McNellis, Director Department of Community & Economic Development
Advisory Board Review:	Village Board (PUD), Architectural Review Board (Site/Building Design)

Background:

- The subject property, known as Sedgebrook Resubdivision Lot 2, consists of the northern 20 acres previously part of the Sedgebrook Continuing Care Retirement Campus (“Sedgebrook”). This northern lot was established by a Plat of Resubdivision approved on March 10, 2014.
- The subject property was initially part of the planned expansion of the original Sedgebrook retirement campus, developed by Erickson Retirement Communities. After acquiring the entire retirement campus property from Erickson, Senior Care LLC determined the undeveloped northern 20 acres were no longer sustainable for expansion of the existing Sedgebrook community, resulting in the Resubdivision which created a separate lot for sale.

Preliminary Evaluation Summary:

- Pulte Homes proposes a Planned Unit Development to develop a 102-unit gated townhome community on the subject property (see attached presentation packet).
- The current zoning classification of the subject property is R4, Single-Family Attached Residential, which permits “*single-family attached in structures containing not more than four dwelling units*”.
- The Village Board held a Preliminary Evaluation meeting in November, 2014, to review this proposal prior to ARB review. At that meeting, the Village Board voiced the following design-related concerns which should be taken into account by the ARB:
 - A reduction in density should be provided.
 - Additional green space for children to utilize, possibly including a park, should be incorporated into the site design.
 - Green space should be better-connected and more useful.
- Village Staff conducted a Development Review Team meeting, in which various Staff members associated with the development process reviewed site and building design concepts and provided feedback to the petitioner. At this meeting in January, 2015, Staff voiced the following general design comments, in addition to Village Board comments:
 - Provide a street layout with curvilinear design to add interest.
 - Consider whether or not proposed street width supports on-street parking.
 - Building facades; including colors, materials and overall design, should be better coordinated and complimentary between buildings and units within each building.
- Prior to developing detailed preliminary PUD development plans for ARB consideration, Pulte is seeking input on conceptual site layout and building designs.

Design Review Comments:**1. Concept 1:**

- **Site Layout:** The triangular shape of the subject parcel influences the overall layout of the development. The outer townhome units follow the shape of the parcel boundaries, with internal units positioned along internal “blocks”. This creates a somewhat linear, gridded block effect. The plan makes use of remaining “left-over” land for common open space, with an internal pathway/park system. A feature of the site design is a triangular open space element at the entrance into the development. A larger centralized open green space may be more appropriate than the proposed segmented green spaces, which appear to be remnants not optimal for building development.
- **Street Circulation:** Similarly, the street layout follows the outline of the parcel lines, with internal connector streets. While the layout incorporates angled streets, it is a reflection of the angular shaped lot, and does not integrate the more organic street network encouraged in the Village’s residential sectors. Reducing the proposed linear street segments in favor of a more organic street layout should be studied and consideration given to reducing the somewhat monotonous street layout.

2. Concept 2:

- **Site Layout:** The site layout of this Option continues to position the outer townhome units along the site’s periphery; however, the plan incorporates more variation in building placement over Option 1. Overall, common open space appears to be reduced and focuses on an internal pathway system linked with smaller open areas. Similar to Option 1, the resulting open space in this plan is remnant land not optimal for building development.

The placement of the eastern-most townhome building (see insert) of this layout is even further disengaged from the remainder of the development compared to its location in Option 1. In Staff’s opinion, this layout is influenced by unit totals, rather than appropriate site planning.

- **Street Circulation:** The street network of Option 2 reflects a more organic layout preferred by the Village. Building distribution is also improved, offering more varied building footprints than the linear/corridor layout of Option 1.

3. Building Elevations:

- Two townhome product series are proposed (“Villas” and “Terraces”), each with varying architectural design incorporating brick, stone, siding, and color arrangements. Consideration should be given to establishing more than one design theme for each of the product’s series to create diversity between neighboring townhome buildings. However, it is important these design themes are compatible with one another and have common unifying elements. As for each (3 or 4-unit) townhome building, design changes should be considered to provide variety for each façade and roofline, without creating drastic changes in materials and colors (see attached Staff comments regarding proposed building elevations, presented in our internal Development Review Team meeting).



Recommendation:

Preliminary design review feedback from the ARB to be incorporated into PUD Development Plans for consideration at a subsequent ARB meeting.

Reports and Documents Attached:

- Presentation Packet, prepared by Pulte Homes.
- January 23, 2015 Development Review Team – Building Façade Comments

Meeting History	
Village Board Preliminary Evaluation (COW):	September 22, 2014
Continued Village Board Preliminary Evaluation (COW):	November 10, 2014
ARB Preliminary Design Review	February 17, 2015



APPROVED Minutes of the **ARCHITECTURAL REVIEW BOARD** held on Tuesday, February 17, 2015, in the Public Meeting Room of the Village Hall, One Olde Half Day Road, Lincolnshire, IL.

PRESENT: Chairman Grover, Members Gulatee, Hardnock, and Kennerley, Trustee Liaison McDonough.

ALSO PRESENT: Steve McNellis, Community & Economic Development Director

CALL TO ORDER: Chairman Grover called the meeting to order at 7:03 p.m.

1.0 ROLL CALL

The roll was called by Community & Economic Development Director McNellis and **Chairman Grover** declared a quorum to be present.

2.0 APPROVAL OF MINUTES

2.1 Approval of the Minutes of the Regular Meeting of the Architectural Review Board held Tuesday, January 20, 2015.

Member Gulatee moved and **Member Hardnock** seconded the motion to approve the minutes of the special meeting of the Architectural Review Board held on January 20, 2015, as presented. The motion passed unanimously by voice vote.

3.0 ITEMS OF GENERAL BUSINESS:



3.1 Preliminary Review of Site Design Concept & Townhome Designs for a proposed 102-unit Townhome PUD on Sedgebrook Lot 2 (Pulte Homes)

Steve McNellis, Director of Community and Economic Development, noted that Pulte Homes requested coming before the ARB in a workshop atmosphere to seek input on the conceptual site layout, including the street network, green space, and building layouts and designs, along with proposed color and material palette, located on the northerly 20 acres previously part of the Sedgebrook Retirement Campus along Milwaukee Avenue. He referenced the design review comments featured in Staff's memorandum dated February 17, 2015, which were forwarded by the Village Board and part of Staff's feedback. In particular, he noted attention and consideration should be directed to the appropriate density specifically as it relates to the green space, and the building and street layout. Secondly, is there adequate and usable green space, and further, is there an interesting street layout pattern. The variety of building facades, its compatibility and the appropriateness of the materials will also be discussed. Therefore, your feedback is important in order to be incorporated into the PUD Development Plans for consideration at a subsequent ARB meeting.

Mark Mastrococco, Director of Land Acquisition for Pulte Homes, Inc., expressed his appreciation to present the proposal for Camberley Club, as they



have been seeking an opportunity for many years to develop a quality residential site in Lincolnshire with its strong sense of community, its proximity to major centers of employment, and access to highways, along with the various amenities offered within the Village, such as excellent schools, parks, shopping, and restaurants. He also introduced his project team who will be providing a power point presentation. **Mr. Mastrorocco** assured Camberley Club will be an upscale, private, gated townhome community with 102 upscale townhomes for consumers looking for the lifestyle features the Village has to offer, as well as the unique integration of a path system which is walkable and bikeable to the various nearby amenities. The general framework of Pulte's vision for the property includes two townhome product series with one larger (2500-2650 s.f.) than the other (1700-2100 s.f.). They are targeting four different consumer groups: 1.) The surrounding corporate groups, 2.) young professionals, 3.) non-married households, and 4.) empty nesters. He feels Camberley Club will complement the other quality housing opportunities in the Village.

Charles Hanlon, Urban Principal Planner, with WBK Design, began the power point presentation showing the evolution of the site layout and noted one very interesting aspect of this project in terms of location is the nine-tenths of a mile walk to Lincolnshire Commons and CityPark which offers a variety of entertainment, shopping, and restaurants. Also, if the proposed trail system eventually connects the north and south areas on Milwaukee Avenue, it will extend the possibilities for a bike path, as well. The attribute of being able to walk or bike to these entities fits along with the buyer profile and lifestyle. He alluded to the surrounding developments with Rivershore to the north and Sedgebrook on the south end of the 20+ acre property, and pointed out the substantial vegetation and berming along Riverside Rd. and Milwaukee Avenue. The south and southeast edge of the site currently has very limited screening and an 8' tall fence is proposed which will be buffered on the residential side with additional landscaping. Also, the realignment of Riverside Road with Tower Parkway has been planned which will provide a signalized intersection for the site, cost of which would be borne by Pulte Homes and made part of the site improvements. With those items in place, it leaves a triangular area to the north which Pulte would be willing to dedicate to the Village. This will offer a trailhead respite spot where the regional trails can come together, and additionally, Pulte would be responsible for the development of this public site amenity along with Village approval and guidance as to the design. **Mr. Hanlon** explained that the site design evolved by using the screening on Riverside Road and Milwaukee Avenue to locate the rear yards of the townhomes to create a very private environment without looking onto the rear yard of another series of townhomes. By putting the buildings in front of the yards, the road placement takes place and this creates the overall geometry and framework of the design. As shown on the site layout, an opportunity for the largest open space, triangular in shape, with .6 acres is proposed to be used as a park with roads on all three sides to provide visibility and openness. Another open space area, likened to a passive sitting area or pocket park, has been proposed at the southern corner. Meandering sidewalks tied to the street layout provide the connections between these open space areas. He noted that 80 townhome units back up to either the open space or screening buffers, which includes a defined 30' flat rear yard before the berms, as well as a distance of 80' between the rear of any buildings not adjacent to any



berming, all of which translates into the spaciousness of this development. Further, he pointed out the privately maintained road system is within a 60' wide corridor which allows for utilities, etc. The design of the road shifts to one side or the other, in order to keep the driveways at a minimum of 22'-23' to the curb line to accommodate a longer pickup truck or Suburban.

Mr. Hanlon addressed Staff's concern for a curvilinear design to add interest versus the original linear site concept. He noted, from a design standpoint, everything he previously noted in the original site concept, ie. the rear yards are still placed along the buffers with the depth of 30 feet to create a private area, and likewise, the trailways remain linked throughout the development. With the 102 townhomes proposed, the orientation of some of the buildings have changed as to which road they face, but for the most part, the design similarities have remained with the exception of the feel of the roadway system with more of a curvilinear design than a linear design aspect. He pointed out Concept 2 is not as well detailed in design, but offers an opportunity for discussion with regard to the street layout.

Trustee Liaison McDonough questioned if the park space has been removed from Concept 2, to which **Mr. Hanlon** affirmed and responded that the open space has been redistributed. **Trustee Liaison McDonough** expressed concern for the street width and if there would be a Homeowner's Association responsible for the roads within the development. **Mr. Hanlon** explained, the width of the street is the standard 27' wide from curb to curb, which would allow for parking on one side with its placement focused on the side without the driveways in order to accommodate more parking. As the plan moves forward, the guest parking availability will be shown. In conjunction, the garage will provide two car spaces, as well as the driveway allowing for parking two cars. He affirmed there would be a Homeowner's Association which would maintain the site.

Member Kennerley questioned the purpose of the Concept 2, to which **Director McNellis** explained Staff's concern for a linear gridded block effect and the necessity for the large open space park as shown in Concept 1. Thus, the natural curvature of the street layout reduces the open space by redistributing smaller green spaces throughout the site.

Greg Sagen, President and Landscape Architect, with Signature Design Group, Inc. began his presentation noting the trailhead public triangular amenity at the northern tip of the site, which will serve as the gateway to the development, will be substantially landscaped, along with it bermed and buffered from Riverside Road. He envisions the park site anchored by a possible pavillion or shelter, with such amenities as a seat wall enclosure, brick pavers, drinking fountain element, bike parking area, and wayfinding signage. There is a landscaped median centered at the main entrance boulevard to the development, and the overall site landscaping will be ornate and extensive in order to provide the privacy expected within an upscale development. The fence and wall on the south side of Riverside drive, at the entrance from Milwaukee Avenue, has been reworked according to Staff's input by consolidating the sign wall into the inner walls. (alludes to the masonry enclosure and entry sign wall sketch previously circulated).



Member Kennerley suggested lighting be incorporated for purposes of safety within the public trailhead area and along any interior pathways, and also to consider the addition of evergreens among the landscape plantings. **Mr. Sagen** assured these points of concern have been considered. He explained the various open space elements, and by nature of design, there is consideration for an open lawn area, a small playground element for children, and the trailway system. In Concept 2, he pointed out the larger open space would be difficult to incorporate; however, this concept offers a much larger meandering trail system more casual in its design. With regard to both Concepts in terms of fencing, **Director McNellis** questioned if there is fencing within the site design other than the perimeter. **Mr. Sagen** noted that no internal fencing has been planned in either concept. However the perimeter units would be allowed to have fencing along their rear property lines. **Member Kennerley** expressed concern for the durability and maintenance of the 8' wood fence along the south side adjacent to the institutional development (Sedgebrook). Rather than the proposed wood fence, she suggested a more durable material be considered. **Mr. Sagen** noted a PVC material would be a possible alternative and noted there would be landscaping on the residential side of the fence as well. Also, the fence would be on HOA property and be maintained by same. With respect to the possible cost of said maintenance of a fence, **Member Kennerley** requested alternatives be considered, to which **Mr. Sagen** agreed. In concluding his presentation, **Mr. Sagen** noted the landscaping will be integrated with the architecture of the townhomes and the streetscape.

Mike Hausler, with Pulte Homes, provided an overview of the product consisting of "Villas" and "Terraces". He noted the materials used are stone, brick, siding, and architectural shingles, along with the front elevation feature of double garage doors and front entrances. The design features consisting of roof and gable lines along with window placement on the elevations add to the architectural interest. **Member Kennerley** suggested a contrast in the color palette of the earth tones. **Mr. Hausler** explained the "Terraces" product feature offer a side entrance with a first floor master bedroom as a buyer choice, as well as different roof lines than the "Villas" and a choice of covered front entries. The elevations offer brick, stone, shake or regular siding. **Mr. Mastrorocco** added both product designs offer a choice of first floor master bedrooms.

Member Gulatee noted the roof line on the Villas lacks architectural interest as compared to the Terraces. He suggested the addition of more design interest on the Villas, which in turn would give the homeowner a sense of individuality in the design of their particular townhome. **Member Kennerley** suggested a better contrast of the use of brick and stone, as it was difficult to differentiate the two material features on the elevations.

Chairman Grover expressed his preference for the larger open space for activities in Concept 1, and the more natural flow of the street layout in Concept 2. From his perspective, he noted the interior space is more valuable than the benefit of the curvilinear roadway. **Member Gulatee** noted his preference for Concept 2 with regard to the natural street layout, but stated his concern for a few buildings which have front elevations facing rear elevations. **Member Kennerley** stated her



preference for Concept 1, as the townhome layout provides a consistent decent view for all homeowners, whereas Concept 2 appears messy. Also, in providing the parks and/or open spaces, Concept 1 has a better sense of community and appears to be the better use of the land.

Trustee Liaison McDonough asked about a blend of the two concepts, in which there is less density, but the parks and green space from Concept 2 is utilized. **Member Kennerley** noted the roads don't have to be as drastic as in Concept 2, which creates chaos and bad views for residents within the development. **Member Gulatee** inquired if Pulte could come up with a concept where one of the multi-unit structures is taken out.

Member Hardnock agreed with a lot of the comments. He noted he leaned toward Concept 1, as he believes it is more functional, and he likes the triangular park. He noted he does not support pathways in what is perceived to be people's backyards, which is prevalent in Concept 1. He noted he likes the park and separation of spaces in Concept 1, but also likes the curvature and natural feel of Concept 2. He did believe some roads needed to be designed to better break up their length. Overall, however, he believes Concept 1 is the better of the two.

Mr. Hanlon noted a lot of units look into park space. He further stated they could change how intersections occur to help break up the length of roadways. His take on the ARB's discussion so far was that they leaned toward Concept 1, with some of the attributes of Concept 2.

Director McNellis noted the units along the road paralleling Milwaukee Avenue feel dense. The 'bumpout' along that road is not pronounced enough. He stated in a perfect world something happens to give that western road more interest. He further noted there should be consideration for having only six buildings along the Milwaukee Avenue frontage, with a larger green space in the middle of that run of buildings, which would tie into the park system in the development. By removing one building along that Milwaukee Avenue frontage, the plan seems to get a lot greener.

Trustee Liaison McDonough noted that Pulte's definition of open space differs from Lincolnshire's definition, especially in terms of square footage that Pulte considers open space.

Director McNellis agreed with Trustee McDonough and noted Lincolnshire has a lot of subdivisions where there are swaths of conserved natural land, especially north of Rt. 22. This area was conserved for a reason, for a purpose, and isn't just what's left over. Staff doesn't see a lot of green space in Concept 1, other than the triangle park. The rest of the so-called green space feels like remnant space.

Chairman Grover asked if Pulte could take another look at building layout and providing interest in the road layout, such as turns or jogs. He asked the ARB if it was the consensus that everyone strongly agrees with maintaining the triangular green open space in any concept. There was a consensus of the ARB affirming that position. **Chairman Grover** also noted the building in the most far southeast corner



of the development should be pushed further south, with a road jog on the emergency access road out to Riverside Drive.

Trustee Liaison McDonough noted this is an isolated spot. It will be difficult for these residents to get to other Lincolnshire parks. The question the ARB should consider is do we need parks & recreation built into this development because it is so isolated? We should consider this now. **Chairman Grover** responded this is remote and he'd like to see more green space. **Mr. Hanlon** responded that he's not sure that putting in a backstop and a ball field in the triangular park makes the most sense, however. There would be enough space there to play pickup sports.

Director McNellis requested that for the next meeting Pulte show dimensions of the core pieces of green space and then overlay this on a plan of Whytegate Park to see how it compares. Trustee McDonough noted that in other areas we've done some things where the Village has credited nearby green space to a development, but those options really aren't available here.

Member Kennerley reiterated you have to have some sort of a park, as it represents a sense of community. **Mr. Hanlon** questioned Staff requesting centralized green space. Pulte believes in the idea of a strong green space at the entry with complimentary space at the southern end of the development.

Director McNellis summed up that it seemed as though the ARB is saying they find the most positive attributes in Concept 1, with the idea of revising the street layout somewhat and more green space, as well as more usable park space. **Trustee Liaison McDonough** noted he felt that what was taken away in Concept 2 does not represent a positive direction.

Trustee Liaison McDonough inquired as to whether or not Pulte had done anything more in communicating with the school districts. **Mr. Mastrorocco** stated they have spoken with the assistant Superintendents for the various Districts, who wanted to be kept updated on their progress. He further noted he would give the Superintendent's a call to follow-up and update them. He will make sure Pulte is answering any questions they have. He further noted they had reached out to Districts 102 and 103 and Stevenson. 103 was a meeting, the rest were done by phone, as those districts didn't feel a meeting was necessary.

Trustee Liaison McDonough inquired as to whether or not there could be a second point of ingress/egress for emergencies. **M. Hanlon** noted there are two access points from Riverside, however, if Trustee McDonough is talking about two from Milwaukee Avenue, **Mr. Hanlon** felt the boulevard entry off Milwaukee Avenue would allow traffic to get by on one side in the event of an accident right at that intersection. When asked if the Plat had been reviewed by the Fire District, **Mr. Hanlon** stated it had been and their main concern was that there be two points of access off Riverside drive. **Director McNellis** stated that Pulte should still follow-up with Sedgebrook on a possible access point maybe at the southwest corner of their development, given this would be beneficial to both of you.

Chairman Grover directed the ARB to next provide commentary on the actual



townhouse buildings themselves. His feeling was that overall, with regard to the Villas buildings, they need something to break-up the four-unit Building 3 rear façade. He suggested roofline changes could help.

Member Gulatee noted his concern about issues with snow in the front alcoves of the buildings. He inquired as to how this would work in this climate. **Mr. Mastrocchio** stated this design had been used in multiple Illinois communities without problems. **Member Gulatee** further stated he agreed with Staff's comments that there should be a simple common theme, but with enough interest and variations.

Director McNellis noted it would be helpful to show the building elevations with plantings at the time of planting and five years out, so it will demonstrate that greenery will help break-up the facades.

Member Hardnock drew Pulte's attention to the rear facades of the buildings and noted there is a lot of siding shown. He doesn't believe the designs show a truly 4-sided design, especially Villas Building 1. He felt they didn't look like distinct homes from the rear, rather they appeared to be one large building. Further, he noted you can't tell one unit from the other and there is a distinct lack of design interest. **Member Hardnock** noted that placing stone material above brick on the facades is a real problem, to which Member Gulatee and Director McNellis agreed. He felt it had a heavy feel and looked out of place. Finally, he noted that with so many materials and colors present, it was a little overwhelming.

Director McNellis stated that some of these concerns could be addressed by vary the façade undulation and roof line changes, along with a reduction in the palette of materials, to which member Hardnock agreed. **Mr. Hausler** noted that Pulte could eliminate some materials and colors.

Member Kennerley stated she felt the elevations are actually pretty bland, really the opposite of what Member Hardnock is saying. **Director McNellis** suggested that the base of the buildings on the sides and rear could have a water table that could be stone or brick and those materials would extend to the second floor only if it is a continuation up from the first floor. This base would tie the building to the ground, giving it a base, mid-section and cap. **Member Kennerley** further stated if you go too monotone, it's hard to distinguish the units. She likes the variety and feel it gives it a "city" look.

Mr. Mastrocchio stated Pulte would like to reflect as best as possible all the concerns. **Member Hardnock** did note one other comment, with regard to the brick wall at the entry to the project development. He asked Pulte to consider adding some variety, perhaps considering revising the columns on the walls to be stone.

With those comments, **Chairman Grover** and the ARB requested Pulte revise their plans and return to the ARB for further review.

**REQUEST FOR BOARD ACTION
Architectural Review Board
March 17, 2015**

Subject:	Camberley Club Townhome PUD Proposal
Action Requested:	Consideration and discussion of Preliminary Development Plans for a proposed 101-unit Townhome PUD on Sedgebrook Lot 2
Petitioner:	Pulte Homes
Originated By/Contact:	Stephen Robles, Village Planner Department of Community & Economic Development
Advisory Board Review:	Village Board (PUD), Architectural Review Board (Site/Building Design)

Background:

- The subject property, known as Sedgebrook Resubdivision Lot 2, consists of the northern 20 acres previously part of the Sedgebrook Continuing Care Retirement Campus ("Sedgebrook"). See attached Location Map.
- At the February 17th ARB meeting, conceptual site layout and building designs were discussed prior to the applicant developing preliminary PUD plans, resulting in the following ARB comments (which are addressed in the attached presentation packet and throughout the Staff memo) :
 1. Site Layout: Combine the open green space of the Concept 1 Plan with the organic street network of Concept 2, creating a hybrid plan.
 2. Open Green Space: Green space(s) should be large enough to accommodate active play and park area given the site's isolation from existing Village parks.
 3. Entry Wall and Fence: Provide detail on materials and design of entry wall/fence feature.
 4. Building Elevations:
 - Illustrate the building landscaping at time of planting and at 5 years growth.
 - Maintain earth tone colors and natural material palette.
 - Increase articulation and variation of façades through varied roof lines, and reduce materials palette.
 - Delineate units at the rear elevations through architectural design and material use.
 - Remove stone materials at the second story when located above brick materials on the ground floor.
 5. Comparisons:
 - Compare the proposed rear yard setbacks and distance between buildings to Sutton Place, Beaconsfield, and Heritage Creek townhome developments.
 - Compare proposed open/park space to that of a similar-sized residential development (i.e., Whytegate Park).
 6. Emergency Access: Provide a second emergency access from the subject site to the adjacent Sedgebrook development to the south.
 7. Provide second floor plans for the Villas and Terraces townhome model.

Summary of Request:

- Pulte Homes has prepared the attached Preliminary Development Plans for a Planned Unit Development to construct a 101-unit gated townhome community (reduced from 102 units) on the subject property.

- Village Code requires ARB review of Preliminary Development Plans of all PUD's and recommendations to the Village Board regarding the exterior design of all primary buildings, including; architectural design, arrangement, building massing and scale, height and appearance, color and texture of exterior materials, site development design, landscaping, lighting, off-street parking facilities, signage and site fixtures/amenities.
- Current zoning classification of the subject property is R4, Single-Family Attached Residential, which permits the proposed townhome development. Property developed as a PUD in the R4 District may establish specific lot size and yard (setback) requirements subject to the authorization of the Village Board.

Specific Design Comments:

- Site Layout: The revised site layout is a blend of both conceptual options previously presented and retains the large triangular open space element at the entrance. Similarly, the internal street network is a hybrid of both the linear and curvilinear approach of the concept plans. The park space in the southern section of the layout (Outlot 7) has been enlarged to increase functional open space. In review of the building placement within Outlot 7, Building #22 appears isolated compared to the remainder of the development and Staff questions if this building should be eliminated, which will increase the open space in the southern area of the development.

Staff recommends the ARB review the building placement and evaluate whether Building #22 is acceptable or should be eliminated.

As requested by the ARB and Staff, the site plan provides a secondary emergency access to the adjacent Sedgebrook Continuing Care Campus, at the southwest corner of the development (between Lots #6 and #7). Staff was worked with the applicant to provide this secondary access until Sedgebrook constructs their dedicated emergency access at Riverside Road.

- Grading: The existing 9' tall landscaped berm, retaining walls and fencing along Milwaukee Avenue (constructed by Sedgebrook) will remain as part of the townhome development. Based on the proposed grading plan, the building foundations and heights along the berm will be as follows:

	Height (in feet)	Elevation Height
Berm Height:	9'	655
Foundation Heights:	1.5' to 3.8' below top of berm	653.40 to 651.20
Building Heights:	32'-6" to 30' above top of berm	685.9 to 681.2

Does not include height of existing tree/landscaping along berm

The resulting setting is townhome buildings that will extend well above the berm. The above figures do not account for the existing tree and vegetation heights. The current landscaping atop the berm will contribute in obscuring the townhome buildings from adjacent Milwaukee Avenue; however, Staff is concerned about the extent of visibility of the buildings based on the proposed grading plan.

Based on concerns regarding the proposed grading and building heights related to the existing berm, Staff requested the applicant provide supporting information regarding the visual impacts of the townhome proposal to the Milwaukee Avenue corridor for ARB consideration. This information is attached (it should be noted the tree line is not a

continuous screen, and there are gaps between the trees, where parts of the proposed homes would be visible).

- **Circulation:** To reduce the effect of a straight continuous north-south road (parallel to Milwaukee Avenue), a landscaped traffic island has been added between Building #3 and #4. In reviewing the Parking and Circulation Plan (depicting emergency vehicle circulation) the added island results in reduced mobility for large/commercial vehicles.

The landscaped traffic island design should be revised to improve vehicular access/movement.

- **Landscape – Overall:** The overall landscape plan illustrates the preliminary location of all common area landscaping; consisting of formalized treatment at the main entrance, parkway trees, and open space landscaping. A 7' tall wood privacy fence is proposed along the southern boundary between the subject site and the Sedgebrook Campus. Village code restricts rear yard fences to an open design at 4' maximum height. Given the excess height, solid design, and significant linear length of fencing, landscaping should be added to soften the visual effect of such barrier. Although a combination of shade, ornamental, and evergreen trees have been sporadically placed within proximity to the fence, a more robust landscape treatment should be incorporated into the landscape design.

While a solid landscape treatment is not necessary, Staff recommends incorporating a combination of deciduous and evergreen trees and shrubs along the southern fence line to further obscure the fence from residents.

The plan also notes the existing berm and evergreen buffer along Riverside Road will remain. However, the Grading Plan identifies this berm will be reduced in width, which will impact a significant amount of the existing evergreen trees. Staff has informed the applicant of such conflict and the need to greatly minimize damage to the berm and trees (any trees removed in this area must be replaced). However, per the attached Landscape Plan (Sheet L.100), the conflict between plans remains.

Staff continues to request confirmation the proposed grading of the berm along Riverside Road will not damage the existing evergreen trees on the berm. If the change to the berm will result in minimal tree damage/removal, the Landscape Plans must be revised to identify the replacement trees that will help retain the natural buffer.

- **Landscape Plan – Entrance Plan:** This plan illustrates the formalized landscape improvements at the development entrance and dedicated park land at the northern end of the site. Staff has requested notations be added to the plans identifying the park design is for conceptual purposes. Review of any park improvements must be conducted by the Village's Park Board and Village Board, which has not yet occurred. In an effort to continue the progress of the proposed PUD, Staff will coordinate a separate Park Board meeting, when appropriate.

Staff seeks ARB input regarding the proposed park design and landscaping to forward to the Park Board for their consideration.

The landscaping at the development entrance proposes a grouping of evergreen trees between the parkway of the realigned intersection and the first townhome building. At the previous meeting, the ARB noted the gap and suggested the trees could be further

dispersed within this area to fill-in the open area. In review of the Grading Plan, this grouping of evergreen trees is proposed atop the berm extension and will provide additional screening in this area.

- **Building Elevations:** Based on the ARB's direction, the "Villas" and "Terraces" townhome product incorporates brick, stone, and siding of earth color tones. Overall the material palette for each building has been reduced; however, there continues to be a heavy use of stone material at the front elevations. Specifically, the front and rear elevations for Terraces Building 3 includes blue-tone siding, which Staff questions the compatibility with earth tones. Additionally, there appears to be a random use of window shutters on all façades, with some buildings entirely deficient of shutters, where there should be a logical use of such for each building design and elevation. The second-story windows of the front elevations propose a contrast of materials for the windowsill and head flashing (stone and brick, brick with a contrasting brick color, or stone matching the façade). Staff questions if a simpler use of materials/color would be preferred to highlight the windowsill and head flashing. Staff has continually discouraged the transition of materials and/or color without an architectural element to provide a logical transition, which continues in the attached building elevations (see inset image below for example). The rear elevations incorporate gable dormer designs within the roof, with patterned siding, which Staff questions if the material colors should correspond to the exterior wall siding color of each unit for consistency.



Staff recommends the building elevations be revised to incorporate the following:

1. Improve the distribution of window shutters on all façades.
 2. Simplify the materials and/or color used on the windowsill and head flashing for second-story windows on all façades.
 3. The transition of materials and/or colors should not occur without a corresponding architectural element to provide a logical transition.
 4. The siding color used on the gable dormers should correspond with the exterior wall siding color of each unit.
 5. Revise the blue-tone siding used on Terraces Building 3 to earth-tone color.
- **Site Amenities:** Details of the site amenities for the townhome development (entry gate, playground equipment, lighting, etc.) are included in the attached presentation packet. Although not every specific site detail is captured in the attached plans, these plans are preliminary and Final Development Plans including full specifications will be furnished to Staff for Village Board Final Development Plan review and approval, at a later date.

Staff seeks the ARB's input of the proposed site amenities regarding materials, color, and design to incorporate into the development of Final Development Plans.

- **Comparisons:** The ARB requested comparison data for the proposed rear yard setbacks and distance between buildings at Sutton Place, Beaconsfield, and Heritage Creek townhome developments, which is illustrated in the following table:

	Camberley Club	Beaconsfield	Heritage Creek	Sutton Place
Rear Yard Setback*	Min: 15' (Interior Lots) Min: 30' (Exterior Lots)	Min: 6.02' Max: 7.95'	Min: 14.81' Max: 15.5'	Min: 11.35' Max: 23.37'
Distance Between Buildings†	Min Side: 24' Min Rear: 53'	Min Side: 20' Min Rear: 55'	Min Side: 20' Min Rear: 55'	Min Side: 10' Min Rear: 38'
Lot Area (Min)†	2,300 SF	No individual lots of record	2,565 SF	2,236 SF

* Source: Camberley Club (Preliminary PUD Plans), all others (plat of survey)

†Source: Village of Lincolnshire GIS

A comparison of the proposed open space of the townhome development to parkland of a residential development (Whytegate Park was specified) was also requested. Whytegate Park land is 3.72 acres (162,097 SF). Per the attached Lot Development Plan, the total amount of proposed common park land and open space is 6.68 acres (290,980 SF). However, this value is a total of all proposed open space, and not solely the three common parkland lots – Outlot 5 (north triangle), Outlot 7 (south triangle), and the open space between Lots #3 and #4. This amount does not represent a true comparison of park space requested by ARB and Staff.

The land area for the three open park spaces (Outlot 5, Outlot 7, and lot between Buildings #3 and #4) should be provided for ARB review and analysis of comparable park land.

Staff Recommendations:

Given the extent of Staff requested revisions and/or clarifications regarding the submitted Preliminary Development Plans, we are concerned there are too many stipulations to recommend approval at this time. Should the ARB agree with so many potential revisions, we believe the applicant should return to a subsequent ARB meeting to allow ARB review of the revisions.

However, should the ARB determine a comfort level with the plans as presented, without seeing these stipulations reflected on the plans, Staff would recommend the following conditions be incorporated:

1. Eliminate Building #22 to increase the area of open space.
2. Revise the landscaped traffic island design to improve vehicular access/movement.
3. Incorporate a combination of deciduous and evergreen trees and shrubs along the southern fence line of each Lot to further screen the fence from residents.
4. Confirm the proposed grading of the berm along Riverside Road will not damage the existing evergreen trees on the berm. If the change to the berm will result in minimal tree damage/removal, the Landscape Plans must be revised to identify the replacement trees that will help retain the natural buffer.
5. The planting of the evergreen tree cluster along the southern portion of the entrance should be further dispersed within this area to fill-in the open areas along the entrance.

6. The building elevations be revised to incorporate the following:
 - a. Improve the distribution of window shutters on all façades.
 - b. Simplify the materials and/or color used on the windowsill and head flashing for second-story windows on all façades.
 - c. The transition of materials and/or colors should not occur without a corresponding architectural element to provide a logical transition.
 - d. The siding color used on the gable dormers (rear elevations) should correspond with the exterior wall siding color of each unit.
 - e. *Revise the blue-tone siding used on Terraces Building 3 to earth-tone color.*

Motion:

The Architectural Review Board moves to approve and recommend to the Village Board for their approval of Preliminary Development Plans for a proposed 102-unit Townhome PUD on Sedgebrook Lot 2, subject to the Staff recommendations, and further subject to. . . .

{Insert any additional conditions or modification desired by the Architectural Review Board}

Reports and Documents Attached:

- Presentation Packet, prepared by Pulte Homes, dated March 17, 2015.

Meeting History	
Village Board Preliminary Evaluation (COW):	September 22, 2014
Continued Village Board Preliminary Evaluation (COW):	November 10, 2014
ARB Preliminary Design Review:	February 17, 2015
Current Architectural Review Board (ARB):	March 17, 2015



~~setback from the surface parking lot is such that it's not as obvious as you might think.~~

~~**Director McNellis** confirmed with the ARB it seemed as though Scheme 1 is preferred with the idea of dropping the parapet height, recessing the connector in slightly, and maintaining the canopy as presented. There was general consensus and no other comments.~~

~~**Member Hardnock** moved and **Member Gulatee** seconded a motion to approve a three-story building connector with corridors and new entrance canopy at 25/75 Tri-State International Office Center, as a Minor Amendment to the existing Special Use for a PUD, authorized by Ordinance No. 14-3339-66, as presented in Scheme 1 in a presentation packet, with cover letter from CBRE, dated March 9, 2015, subject to 1) reducing the height of the parapet on the connector, 2) recessing the connector on the east (Tollway) side, and both stipulations being subject to Staff approval.~~

~~The motion passed unanimously by voice vote.~~

3.3 Consideration and Discussion of Preliminary Development Plans for a proposed 101-unit townhome PUD on Sedgebrook Lot 2 (Pulte Homes).

Director McNellis presented the Staff report and comments. **Mark Mastrorocco, Director of Land Acquisition for Pulte Homes** introduced his team and provided his initial comments regarding revisions based upon ARB feedback at the February workshop.

Chuck Hanlon Urban Planning Principal of Wills Burke Kelsey Associates (WBK Associates) began his presentation with a recap of where Pulte had left off at the end of the Workshop meeting. He summarized the overall direction of the ARB from that meeting was to provide a site plan that starts from the original Concept 1 geometry and open space but adds some of the curvilinear features from concept #2.

Chuck Hanlon of WBK Associates summarized the revisions as follows: a change in entry geometry from Riverside Drive, addition of curvature to main North-South roadway in the development from the main entry, enlarged north park area slightly, reduced lot area behind townhouse buildings on inner lots and removed "backyard" sidewalks, increased green space "link" between the two main park areas, created a break along the main North-South road to add a small pocket park area along the west side of that road and included a traffic-calming island in the middle of the road, reconfigured south main park area to increase green space in that area, provided curvature to easternmost boundary road, and modified intersections with softened radii. He also noted park changes have provided active and passive spaces.

Chuck Hanlon of WBK Associates further discussed setbacks and how they relate favorably to other developments. He addressed the elevation behind the berm along Milwaukee Avenue and presented an exhibit showing a cross-section that depicted building setbacks and what might be visible from Milwaukee Avenue.



He noted the view toward the development from Milwaukee Avenue is solid at the lower levels, but that you will get a partial filtered view of the townhouse buildings where the existing landscaping on the berm is less dense. **Chuck Hanlon of WBK Associates** showed photos of the existing berm along Milwaukee Avenue and discussed the relative low visibility of the proposed building elevations in relation to the existing Sedgebrook buildings visibility.

Member Gulatee stated if you have great architecture you don't have to screen it. He believes the Village tends to screen buildings when we don' need to. **Chuck Hanlon of WBK Associates** noted the future townhouse owners along Milwaukee Avenue would probably like the screening and its already in place anyway.

Landscape Architect Greg Sagen, President of Signature Design Group presented some revisions to the landscape plans, including the entranceway from Riverside Drive. **Member Gulatee** inquired as to the the responsibility for maintenance of the trailhead "triangle". **Mark Mastrorocco of Pulte** noted they hadn't spent a lot of time figuring this out yet but it will be a public space and based on his experience, Pulte would look to the Village for maintenance. **Director McNellis** echoed Mr. Mastrorocco's comments about this not having been fleshed-out yet and that it's part of a broader discussion regarding required park donations. Those donations could take many forms, whether that's land provision and building the amenities of the trailhead based on a Village-approved design, or a cash donation. Regardless, either the Village or Pulte will maintain and that will be worked-out for final approvals.

Landscape Architect Greg Sagen also discussed the stone and wrought-iron entrance walls, the "park corridor" including the north park and south park and connector green space. He also noted there are just under two acres of park green space within the development. He further noted in the south park they have left sufficient space to add a tennis court or basketball court, should the future Association desire a more-active component.

Landscape Architect Greg Sagen went on to explain the interior part of the development, which encompasses about 40% of the units, will not have any yard fencing, while perimeter units will have an opportunity for 4' tall aluminum fencing. He noted as far as the wood fence along the south property line and the ARB's request to revise the material from wood to a more maintenance-friendly material like textured PVC, other Pulte communities have had a bad experience with this. He stated commercial landscape maintenance companies tend to knock the fence panels out, and it is costly to replace them. So, Pulte prefers the proposed cedar material. With regard to the landscape material in this area, he stated they will add landscaping along the fence on the south property line per Staff's request.

Landscape Architect Greg Sagen continued his presentation and discussed the existing berm on Riverside Drive, stating its very attractive and Pulte wants to maintain it. They have revised the grading so it does not cut into the berm to protect the townhouses south of it. The only exception is Lot 14, where they may creep a little into the berm, but that minor grading will not impact the existing trees on the berm, except in the area where they are punching through the berm for the



emergency access drive. He also noted they have provided illustrations of the building foundation landscaping, which will provide 360 degree landscaping with a mix of deciduous and evergreen species.

Mike Hollister, Construction Manager with Pulte Homes discussed building architectural revisions, including; revising materials so stone and brick is continuous, adding some new rear elevation architectural materials including shutters, and adding a trim board to delineate the units.

Member Gulatee inquired why shutters are being added if they'll never be used in this climate, to which Mr. Hollister stated they help to break up the massing of the rear wall. **Member Kennerley** stated she believes the shutters help soften the façade. **Member Hardnock** noted the rear elevations look like an apartment complex without the shutters.

Member Gulatee stated he still wasn't happy with the elevations. He felt they did not have a character of their own. An example is the roof, which appears to be one large constant roof and is not broken up enough. **Mark Mastrococco of Pulte** stated on other projects they've sometimes created too much unit identity and it has ended up being too busy. The proposed townhomes will be expensive and they want to provide a sense of place for each unit, but the unit architecture has to be complementary within each building. He further noted they would work on color packages to create more identity.

Mike Hollister of Pulte presented all of the Villa and Terrace products. He noted the addition of a continuous brick water table on rear elevations, as well as the addition of shutters. Pulte is proposing up to 20 different possible color palettes, five of which are being shown to the ARB this evening. This will ultimately be whittled down to 6-7 palettes.

Mark Mastrococco of Pulte discussed park space as it compares to Whytegate Park, which the ARB and staff had requested they do. He noted Whytegate Park serves 130 single-family homes, is 3.37 acres in size and the amount of the Whytegate area that is park is approximately 3.6%. He then noted the Pulte-proposed Camberley Club has less units (101) and is providing a larger percentage of their development area for park space, 1.98 acres of park land in a 19-acre development which equates to 10.4% of the development area being park space. He further noted that single-family homes tend to have a more intense park need than townhomes. He then went through a calculation based on the expected population of Camberley Club versus Whytegate noting he feels the calculated expected population, based on formulas from the Village's donation schedules, for Whytegate would be 455 people, while there would be 232 people at Camberley Club. Given these numbers, he felt that only half the park space available at Whytegate Park should be necessary in the Pulte development. There are 3.73 acres of parkland at Whytegate Park, so 1.87 should be necessary at Camberley Club, of which 1.9 acres is actually proposed, and it's all private. Mr. Mastrococco then stated their presentation was concluded and they would be glad to answer any questions of the ARB.



Chairman Grover stated that with regard to parks, he believes with townhouses, you have less usable space in your backyards than single-family homes do, which could impact your demand for park space. He inquired if Pulte had any statistics on park usage for townhomes versus single-family homes. Chairman Grover felt that in a townhouse you're almost forced to go to a park with less of your own usable green space. **Mark Mastrococco of Pulte** noted this proposed development actually has more green space in their yards in comparison with most townhouse communities, but he has no specific data on usage between townhouses and single-family homes.

Director McNellis weighed-in on green space as it relates to park donations. He noted that Village Park donation requirements don't distinguish between townhouses and single-family homes. In this case, the Village Park Donation calculation figures to about 2.75 acres of park space being required. He further noted even if you include the trailhead triangle at the corner (to be dedicated to the Village) you end up with 2.36 acres of park space in this proposal. He stated this speaks to park space still not really meeting the Village Code requirements. Staff is not outright saying it doesn't, as we recognize there are a lot of factors at play.

Mark Mastrococco of Pulte stated this is a private gated-community. He noted the bonus here is Pulte is providing two acres of parkland but is still assuming they're paying the full "Cash-in-lieu" contribution on top of that. So, he noted, they're providing both. He stated Pulte gets hit twice because they're providing park space but because its private the Village won't allow it to be part of the cash contribution for parks.

Director McNellis noted based on the amount of park space the Code envisions per person, this proposal does not meet that number. **Mark Mastrococco of Pulte** countered this is all based on the Village assumption that townhomes and single-family residential generate the same impact, whereas Pulte believes single-family generates more impact. He noted Pulte will be paying a significant amount of money to facilitate park improvements in other parts of the Village.

Member Kennerley inquired as to how much parkland the proposal is short. **Director McNellis** noted that if you use the number straight from the formula, and nothing else, it's about .39 acres short, but Staff recognizes there are a lot of pieces being assembled in this calculation. Staff is bringing to the ARB's attention this is an issue raised by the Village Board at Referral, and also an issue raised by Trustee McDonough and discussed by the ARB at the workshop meeting. The ARB previously discussed this is an isolated subdivision so it should provide its own park space.

Director McNellis acknowledged recognition they've grown the park space since the last meeting by adding an open lot along the inside of the Milwaukee Avenue berm and further opening up the south park. Staff is simply asking the ARB is this the appropriate amount of park space for this development. **Mark Mastrococco of Pulte** stated again he believed to ask more park space is a sort of "double-dipping" since Pulte gets no credit for parks in their community and still have to pay a full park donation.



Chairman Grover acknowledged one townhouse unit has been removed in the redesign. He wondered if Pulte had thought about moving Building #22 out of the south park area to create greater park space. **Chuck Hanlon of WBK Associates** responded Pulte has thought about it and has actually created slide with an example. He noted that in that slide Pulte removed Building #22 and moved two of the three units into other 3-unit buildings to make each of those 4-unit buildings. As a result, there is a larger green space area of .33 acres added and the development is reduced to 100 units. However, Pulte doesn't think this provides quality green or park space.

Member Kennerley noted there may be more green space in this alternate, but you end up adding another inside" townhouse unit in the other buildings and taking away a more desirable end unit. She questioned if that was really an improvement. **Member Hardnock** stated he felt as though we're' just trying to force a specific number in here and he doesn't know if this really should even be the ARB decision to make. **Member Kennerley** also noted she really likes the green space design presented in the first proposal this evening, not the alternate. She felt Pulte accomplished on that plan what the ARB had asked and it feels less cramped. **Member Hardnock** stated he feels the Alternate proposal has a "leg" that is really unusable.

Member Gulatee stated he likes Building #22 and wouldn't want to lose it,. Members Kennerley and Hardnock agreed. They both appreciated that Building #22 in the first proposal tonight has green space all around it. **Member Kennerley** stated the first proposal tonight is the best, and it has good flow. **Member Hardnock** inquired of the ARB – does it feel as though there isn't enough green space and park land here? He noted these are townhouses so you expect things to be tighter. He sees a benefit in that all units are a two-minute or less walk from the park. **Chairman Grover** noted he also likes tonight's first plan the best, to which all ARB members agreed.

Chairman Grover moved on to the site grading and asked about the fill. **Chuck Hanlon of WBK Associates** stated there was a maximum of about 5' of fill, to which Member Kennerley inquired as to how the drainage flows. **Andy Heinen, Senior Project Manager at Kimley Horn** noted he has been working on engineering on this site for 10 years, first with the original Sedgebrook owner. He stated the reason for the fill is to get proper drainage from the southwest corner of the site down to Riverside Road, and then on to the existing stormwater pond to the east. Further, he stated that because of the plan to have basements you can't go below the Base Flood Elevation (BFE), so this requires placing the basement at a certain grade and then you need to fill to get the proper drainage.

Chairman Grover inquired if there were any other comments regarding the visibility of the buildings along Milwaukee Avenue, through the trees. **Member Hardnock** noted he didn't have a problem with it. He felt we're not trying to hide the development, but the benefit of having the berm is that it's good sound insulation from the road.



Chairman Grover asked the ARB to move on to design comments. **Member Kennerley** asked if the color scheme had changed, to which Pulte responded it had not. **Member Hardnock** stated he felt the building façade design was a little more cohesive now. **Mark Mastrorocco of Pulte** pointed out the five material/color packages for which samples were provided for viewing at tonight's meeting. **Chairman Grover** stated he likes the shutter look as he feels it visually helps the second floor. **Member Gulatee** stated he believes the stone on both floors is fine. A general discussion on building colors and material ensued. **Director McNellis** inquired as to whether or not blue-colored siding was still proposed on the façade, to which mark Mastrorocco noted it has been removed from the plans.

Member Hardnock inquired as to how the transition between stone and brick on the front facades was being handled. Director McNellis noted Staff had the same comment. **Mike Hollister of Pulte** stated they typically use a trim board material. **Members Hardnock and Kennerley** agreed it seems odd to have the two materials up against each other without a transition. **Mike Hollister of Pulte** stated they would definitely resolve this with a trim board.

Member Gulatee inquired as to the material for the soldier course above the garage arch, when the surrounding material is stone. **Mike Hollister of Pulte** responded there will be a brick soldier course on the headers above the garage doors and the unit windows.

Chairman Grover moved the ARB on to the Landscaping Plans, about which he explained he had no comments. **Member Kennerley** noted she was happy with the additional evergreens in the plan, to which Member Hardnock agreed. **Member Hardnock** questioned the pedestrian access across Riverside Drive to the Trailhead, from the townhouse project, in light of fast traffic turning onto Riverside off Milwaukee Avenue. **Andy Heinen of Kimley Horn** noted the intersection with Milwaukee Avenue is a signalized one, with traffic control, and pedestrian sidewalks at that intersection, so that should help. He further noted IDOT is not requiring any roadway improvements into the site, so the only change is the new fourth leg of the signalization.

Chairman Grover inquired as to any other comments, to which Director McNellis summarized the six Staff comments: As to stipulation #1, the consensus was to stick with the original plan presented this evening. For stipulation #2, regarding tweaking the North-South roadway from the main entry, Pulte agrees to modify the roadway. For stipulation #3, regarding fenceline landscaping, Pulte agrees to provide. For stipulation #4, regarding the impact of Riverside Road berm re-grading on existing evergreens, **Landscape Architect Greg Sagen** noted Pulte has revised the grading so there is only limited impact behind Building 14. However, it does not impact existing evergreens and Pulte agrees not to impact the existing vegetation. He stated the only place existing trees will be compromised is in the area where the berm is being removed for emergency fire lane access. For stipulation #5, regarding dispersing evergreens at the entrance off Riverside Drive, Pulte has already made that revision. For stipulation #6, there are five parts, as follows: 6a) window shutters have been completed as requested. 6b) the materials on the window sills and headers has been simplified as requested. The problem is with the depiction on the



plans due to problems with a printer. The ARB suggested photos be taken of this same treatment out in the field at existing Pulte properties to show how it really looks, to which Pulte agreed. 6c) regarding transition between materials, Pulte has agreed to add a trim board. 6d) regarding the material color on the rear gable dormers matching the siding below, the ARB agreed to the existing proposal per Pulte's statement that the colors will be compatible and not clash. 6e) regarding omitting the blue-toned siding, Pulte has agreed to this revision.

Director McNellis noted that Stipulations 2, 3 and 4 should be memorialized in any ARB motion, while all other Staff recommendations have been completed on plans shown this evening. There was continued discussion regarding Grading, about which the ARB ultimately agreed they did not have any issues or concerns. **Director McNellis** added a stipulation regarding Lighting. He noted a Photometric Plan that meets Village Code, in terms of its depiction of light intensity at the overall development property line boundaries, is necessary. The ARB requested Staff review such a plan for conformity with Code.

Chairman Grover asked if an ARB member was prepared to make a motion, to which Member Hardnock agreed.

***Member Hardnock** moved and **Member Kennerley** seconded a motion to recommend approval to the Village Board of Preliminary Development Plans for a proposed 102-unit Townhome PUD on Sedgebrook Lot 2, as presented in a presentation packet from Pulte Homes, dated March 17, 2015, subject to the following stipulations which are to be reviewed and approved by Staff: 1) Revise the landscaped traffic island design to improve vehicular access/movement; 2) Incorporate a combination of deciduous and evergreen trees and shrubs along the southern fence line of each lot to further screen the fence from residents; 3) Ensure the proposed grading of the berm along Riverside Road does not impact existing evergreen trees, with the exception of the cut in the berm to provide secondary emergency access, and 4) Provide a revised Photometric Plan which complies with Village Code.*

The motion passed unanimously by voice vote.

Chairman Grover noted time was approaching 10:30 P.M., and so he requested a motion to extend the ARB up to 30 minutes to complete work on the agenda.

***Member Hardnock** moved and **Member Gulatee** seconded the motion. The motion passed unanimously by voice vote.*

~~3.4 CONTINUED PUBLIC HEARING regarding text amendments to various sections of Title 12, Sign Control, of the Lincolnshire Village Code, to revise and clarify requirements for permanent and temporary signs (Village of Lincolnshire).~~

~~**Chairman Grover** recessed the ARB meeting and reopened the public hearing.~~

REQUEST FOR BOARD ACTION
Committee of the Whole
May 26, 2015**Subject:** Camberley Club – Pulte Townhome PUD Proposal

Action Requested: **3.13 - Continued Public Hearing:** Amendment to Ordinance No. 03-1864-41 which established a Special Use for a Planned Unit Development (PUD) for Sedgebrook Continuing Care Retirement Community, as amended, to remove Lot 2 from the development restrictions related to Sedgebrook.**3.14 - Continued Public Hearing:** Amendment to Ordinance No. 03-1861-38, which authorized an Annexation Agreement for the Sedgebrook Continuing Care Retirement Community, as amended, to permit the development of Lot 2 for a proposed 101-unit townhome PUD.**3.15 - Consideration and Discussion of an Architectural Review Board recommendation regarding a Preliminary Development Plan for a proposed 101-unit townhome PUD.**

Petitioner: Pulte Homes

Originated By/Contact: Stephen Robles, Village Planner
Department of Community & Economic Development

Referred To: Village Board, Architectural Review Board**Background:**

- The subject property, known as Sedgebrook Resubdivision Lot 2, consists of the northern 20 acres previously part of the Sedgebrook Continuing Care Retirement Campus (“Sedgebrook”). This northern lot was established by a plat of resubdivision approved by Ordinance No. 14-3321-47A on March 10, 2014.
- The subject property was initially part of the original Sedgebrook development, planned for the future “neighborhood 3” expansion of the retirement campus. After acquiring the entire retirement campus property, Senior Care LLC determined the undeveloped northern 20 acres were no longer financially sustainable for expansion of the existing Sedgebrook community. This determination led to the 2014 subdivision which created a separate lot for this “excess land”.
- Per Village Code, the Board serves the traditional role of the Plan Commission in performing zoning analysis of Planned Unit Developments (PUD’s), which occurs in two steps:
 1. Preliminary Development Plan: The Preliminary Development Plan provides the basic scope, character, and nature of the entire proposed PUD and is the basis on which the required public hearing is held. The Preliminary Development Plan is deemed only as an expression of the Village’s acceptance of the concepts and details, and serves as a specific guide in preparing the Final Development Plan. Acceptance of the Preliminary Development Plan becomes null and void if a Final Development Plan is not submitted within one year from the date of approval, unless an extension is granted by the Village Board of Trustees

2. Final Development Plan: The Final Development Plan designates the specifics of lots, common open space areas, building areas, shows the exact location of each structure to be constructed, and designates the specific uses of each structure. The Final Development Plan also details any restrictions placed on the land and serves as the zoning control device.

Agenda Item 3.13 - Special Use/Amendment:

- The Petitioner requests an amendment to Special Use Ordinance 03-1861-41 as the subject parcel (Lot 2) is subject to the zoning regulations of the existing Sedgebrook PUD for a continuing care retirement campus.
- The 2003 Ordinance was most recently amended March 2014 (Ordinance No. 14-3322-48), to permit the subdivision into Lot 1 and Lot 2 (subject site), and modified the final PUD plans to reduce the future expansion of the retirement campus solely to the new boundaries of Lot 1. The Petitioner seeks to remove Lot 2 from the conditions and restrictions of that Ordinance to permit the proposed townhome PUD.
- The Petitioner also seeks a new Special Use for a Planned Unit Development (PUD) specifically for the development of the new Lot 2 as a 101-unit townhome development.
- The attached presentation packet includes the Petitioner's response to the Findings of Fact for Special Use for a PUD.
- *Note: Pulte Homes is under contract to purchase the subject property from Senior Care LLC, upon zoning approval of the proposed townhome PUD. If Pulte fails to acquire the property following Village approval, Staff will return to the Board with a petition to revoke any such approvals, and Lot 2 will revert to the zoning jurisdiction of the Sedgebrook PUD.*

Agenda Item 3.14 – Annexation Agreement Amendment:

- The Petitioner requests amending the existing Sedgebrook Annexation Agreement (approved by Ordinance No.14-3321-47) to incorporate the proposed 101-unit townhome development.
- **Summary of Key Annexation Agreement Requests:**

The Village Attorney and Staff worked with the applicant in developing the proposed Annexation Agreement Amendment (see attached), which contains the following key points:

 1. **Voiding the Agreement** – Pulte requests a stipulation if they fail to acquire the subject property within 18 months following Village approval of the amended Annexation Agreement, the agreement is immediately null and void. *Village Code has no such requirement.*
 2. **Recapture Agreement** – Pulte requests execution of a Recapture Agreement, to their benefit, to receive proportionate reimbursement for the cost of the Milwaukee Avenue intersection improvements and Riverside Road realignment for properties along Riverside Road, excluding Sedgebrook. This would include the 19 acre property upon which a 52-unit townhouse project was recently proposed and the Gus Boznos homestead. *Village Code permits Petitioner's to request Recapture of costs for improvements benefitting other properties.*
 3. **Construction before Final PUD Approval** – Pulte seeks to undertake initial mass grading and excavation of the site, excluding any activity related to the existing earthen berms, upon Preliminary Development Plan approval and obtaining permits

- from authorizing agencies, but **prior** to Village approval of **Final PUD plans**. *Village Code states no permits shall be issued prior to approval of Final PUD plans. Staff supports this request as excavation will remove an existing abandoned water line (requires removal for any future development at the site) and mass grading will not alter the existing berms and be limited to internal earth work at Pulte's sole risk.*
4. **Permits before Public Improvements Acceptance** – Pulte requests permission to obtain building and occupancy permits for any townhome **prior** to Village Board **acceptance of public improvements**, except occupancy shall not be permitted prior to sanitary sewer mains and potable water mains approved by Staff and appropriate agencies. *Village Code states no occupancy permits can be approved prior to Village Board acceptance of public improvements. Staff recommends Pulte's requested course of action, as it defers Village acceptance of public improvements until a later time, protecting the Village in the event of damages to the public improvements.*
 5. **Model Homes Permits** – Pulte requests the ability to obtain building and occupancy permits for Model Homes **prior** to **approval and acceptance** of any public improvements. Pulte seeks flexibility to open Model Homes without service from water and sewer. *Village Code states no occupancy permits can be approved prior to Village Board acceptance of public improvements. Staff supports this request as the model homes will only be occupied for marketing purposes and not for dwelling purposes.*
 6. **Certificates of Occupancy prior to Intersection Improvements** – Pulte requests authorization to receive a maximum of 35 Certificates of Occupancy **prior** to completion of the Riverside Road intersection improvements. Given IDOT and weather constraints, Pulte requests this relief. Per Staff's recommendation, temporary limited access to/from Milwaukee Avenue will be maintained at all times. *Village Code does not apply here. This is a Village determination regarding the number of homes/residents in the new townhouses permitted to be impacted by road construction at the main access to Milwaukee Avenue, which Staff believes is reasonable.*
 7. **Ground Floor Area per Unit** – Pulte requests a reduction in the minimum livable ground floor area per dwelling unit for buildings more than one story to 693 square feet. *Village Code requires minimum 1,000 square feet of livable area per unit. Staff supports this request since the Codes' intent is to prevent construction of undersized homes. All proposed townhome units will exceed the minimum 1,000 square foot livable area through the combined first and second floors, rather than solely the first floor.*
 8. **Fence Requirements** - Pulte requests an increase in the maximum permitted perimeter fence height to 7 feet, and the maximum opacity of a 7-foot tall perimeter fence to 100% for the first 6 feet, as measured from grade. *Village*

Code requires residential yard fences have a maximum height of 4' and have a maximum 60% opacity. The purpose of the fence is to screen the townhome development from the adjoining Sedgebrook development, which are differing uses, which Staff supports.

9. **Parkway Trees** – Pulte requests a reduction in the minimum required spacing of parkway trees to 20 feet, and permissibility of parkway tree species other than those permitted in Appendix IV of the Landscaping Code (Title 13). *Village Code requires parkway trees be spaced 25 feet apart and that they be from Appendix IV only. Staff is in support since the request results in an increase in the amount of parkway trees and differing tree palette.*
10. **Tree Survey Requirements** – Pulte requests waiver of requirement to provide a detailed tree survey for those portions of the Milwaukee Avenue and Riverside Road landscaped berms on Lot 2 left undisturbed by the Development. *Village Code requires Tree Surveys cover the entire developable lot; however, this requirement has been partially waived in other similar circumstances. Since the existing landscaped berms will be preserved, a tree survey is not necessary.*
11. **Timing of Underground Improvements** – Pulte requests ability to install water and sanitary service connections and storm sewers not located under paved streets after construction of surface improvements has begun, due to potential weather conflicts and construction staging. *Village Subdivision Code requires all underground improvements be completed prior to any surface improvements being started. Staff supports this request as this affects timing of construction as it relates to unfavorable weather conditions. No certificates of occupancy can be issued until all underground and surface improvements are completed and inspected.*
12. **Pavement Specifications** – Pulte requests alternate pavement improvement specifications in lieu of those required in the Village Code, including 10 inches of CA-6 stone, 2.5 inches of binder course and 1.5 inches of bituminous surface course. *Village Code requires 12" crushed aggregate base course (type A) with a 3" bituminous surface course or 4" aggregate sub-base (type B) + 6" bituminous base course with a 2" bituminous surface course. Since the internal streets will be private, Staff does not have a position on this request.*
13. **Park Donations** – Pulte requests the required park donation be distributed as described in the next memo section. Pulte also requests the cash contribution portion of the park donation be submitted upon the issuance of the final building permit of the last dwelling unit based on the final construction costs of the Outlot 2 trailhead park improvements and

Milwaukee Avenue path (from south property line to Sedgebrook entrance). *Village Code requires park donations be provided prior to recording the Final Plat. Should the Board accept Pulte's requested park donation contribution/method, Staff recommends Pulte's request to defer final cash contribution be granted. This would allow all costs for construction to be settled and a final accurate payment amount to be determined.*

- **Additional Key Annexation Agreement Request - Parkland Dedication:**

The Petitioner proposes providing the required park donation of 2.45 acres through a combination of land and cash (fee-in-lieu-of) contributions, per the Subdivision Code:

1. **Land Donation:** The proposed park land dedication consists of 0.287 acres at the northwest corner of the site (identified as "Outlot 2"), created by the realignment of the Riverside Road intersection. This park land is designed to function as a trailhead and respite area to the nearby Des Plaines River Trail.
2. **Cash (Fee-in-lieu-of) Donation:** An additional 2.163 acres of park donation is required, with a value of \$1,178,835. The Petitioner proposes to provide the cash value of that acreage through four means: a) Construction of all trailhead improvements, including site grading, utility installation, a gazebo, bike rack, and landscaping (value = \$150,000), b) 50% of the value of land and improvements on private parkland within the townhome development, for reasons stated in the Petitioner's cover letter (estimated value = \$633,890), c) construction of a path extension along Milwaukee Avenue, from the southern lot line of the subject property to the Sedgebrook entrance/signalized pedestrian crossing of Milwaukee Avenue (estimated value = \$13,800), and d) cash contribution at the end of the project, once all construction costs have been verified (estimated value = \$381,145).

On May 18, 2015, the Park Board unanimously recommended approval of the Preliminary Trailhead Plans/improvements for Outlot 2, subject to:

- a. Inclusion of a below-ground irrigation system, in conformance with Lincolnshire regulations, installed respective of the proposed plantings identified on the Landscape Plan.
- b. Inclusion of an electrical supply for lighting.

- **Improvement/Recapture Agreements:**

Staff continues to coordinate with the Petitioner regarding a small number of outstanding items within both the Improvement Agreement and Recapture Agreement, so that both documents comply with Village requirements and practices. Staff anticipates reaching agreement prior to Tuesday night's meeting and will provide further information at that time.

Agenda Item 3.15 – Preliminary Development Plans:

- **Summary of ARB Discussion:** The attached Preliminary Development Plans were presented at two ARB meetings (February and March, 2015), which the ARB discussed the following issues in-depth:
 1. **Site Layout:**

At the 2014 preliminary evaluation, Staff noted the triangular shape of the site influenced the proposed development layout, which created a linear, gridded block effect. The ARB accepted a blended approach to the development layout per two options presented; retaining the large triangular open space element at the entrance, an internal street network containing both linear and curvilinear approaches, and enlarged park space in the southern section of the site (Outlot 7) to increase functional open space.
 2. **Riverside Road Realignment:**

The Riverside Road intersection realignment requires authorization from Illinois Department of Transportation (IDOT) as the realignment intersects with Milwaukee Avenue. Pulte has consulted with IDOT in developing the preliminary engineering plans. IDOT's preliminary review indicates they will require modifications to the existing Tower Parkway intersection (west side of Milwaukee Avenue) to add a second left-turn lane. To satisfy IDOT's intersection improvements request, the proposed plans significantly reduces the width of the existing Tower Parkway median, requiring relocation or removal of the existing Lincolnshire Corporate Center identification sign owned by Van Vlissingen and Company. As the proposed intersection improvements will disturb the Tower Parkway side, including the existing corporate sign, Staff directed Pulte to reach a solution with Van Vlissingen prior to Monday night's meeting. Staff has not been provided a status update on this matter, despite our continued requests.
 3. **Building Elevations:**

The "Villas" and "Terraces" townhome product incorporates brick, stone, and siding of earth color tones, with an overall reduction in material palette. In response to Staff's initial comments at preliminary evaluation, the architectural designs establish multiple design themes to create diversity between townhome units.
 4. **Density:**

During ARB review, Staff consistently communicated Village Board's concern regarding density and the need for reduction from the original 102 units (5.08 units per acre). Prior to final ARB review, the density was reduced to 101 total units (5.03 units per acre). The ARB supported the reduction to 101 total units, noting the increased open space within the development would help reduce the impression of higher density.
- On March 17, 2015, the Architectural Review Board unanimously recommended approval of Preliminary Development Plans for a Planned Unit Development (PUD) for a proposed 101-unit townhome development , subject to:
 1. Revise the landscaped traffic island design to improve vehicular access/movement.
 2. Incorporate a combination of deciduous and evergreen trees and shrubs along the southern fence line of each Lot to further screen the fence from residents.
 3. Confirm proposed grading of the berm along Riverside Road will not damage the existing evergreen trees on the berm. If the change to the berm will result in minimal tree damage/removal, the Landscape Plans must be revised to identify the replacement trees that will help retain the natural buffer.
 4. Building elevations be revised to incorporate the following:

- a. Simplify the materials and/or color used on the windowsill and head flashing for second-story windows on all façades.
- b. The transition of materials and/or colors should not occur without a corresponding architectural element to provide a logical transition.

The attached presentation packet responds affirmatively to all ARB conditions referenced above.

Recommendations:

Village Board review and comments on the proposed Special Use Amendment, Annexation Agreement Amendment and Preliminary Development Plan.

Reports and Documents Attached:

- Location Map, prepared by Staff.
- Draft Ordinances regarding Amendment to the Annexation Agreement and Special Use Amendment and Special Use for a Planned Unit Development, prepared by Village Attorney Simon (including exhibits of the Preliminary PUD Plans).
- Staff Memorandum and Approved Minutes of the February 17, 2015 and March 17, 2015 ARB.
- Staff Memorandum to the September 22, 2014 and November 10, 2014 Committee of the Whole.

Meeting History	
Village Board Preliminary Evaluation (COW):	September 22, 2014
Continued Village Board Preliminary Evaluation (COW):	November 10, 2014
ARB Preliminary Design Review:	February 17, 2015
Architectural Review Board (ARB):	March 17, 2015
Committee of the Whole (Public Hearing opened and continued)	May 11, 2015
Current Committee of the Whole (Continued Public Hearing):	May 26, 2015

**REQUEST FOR BOARD ACTION
Committee of the Whole
June 22, 2015**

Subject:	Camberley Club – Pulte Townhome PUD Proposal
Action Requested:	Continued Discussion of a Preliminary Development Plan Related to a Planned Unit Development (PUD) for a Proposed Townhome Community (Camberley Club – Pulte Homes)
Petitioner:	Pulte Homes
Originated By/Contact:	Stephen Robles, Village Planner Department of Community & Economic Development
Referred To:	Village Board, Architectural Review Board

Background:

- At the May 26th Committee of the Whole meeting, the Board held public hearings on the petitioner's requests to amend existing Special Use and Annexation Agreement for the development of Lot 2 within Sedgebrook, and consideration of an ARB recommendation of Preliminary Development Plans for a proposed townhome planned unit development (PUD).
- At the close of the discussion of this development, consideration of this item was continued to allow the petitioner to address the following Board comments/concerns:
 1. Site layout was described as too symmetrical and did not appear natural.
 2. Stagger buildings to avoid uniform row of townhomes.
 3. Open spaces were described as too open and not natural.
 4. Pulte was advised to analyze how much density can be decreased and still remain marketable/reduce density.
 5. Provide anticipated student generation for each School District and how students will be allocated based on the District boundary lines.
 6. School bus service between all School Districts was also questioned.

Prior to any further Village Board consideration of amendments to the existing Sedgebrook Special Use and Annexation Agreement and new Special Use for a PUD, the petitioner seeks Board consideration on a revised concept site plan and density reduction.

Project Summary:**• Items 1 – 3, Site/Building Layout:**

In response to the Board's input from the May 26th COW meeting, the petitioner revised the site layout (see attached packet). Similar to the prior site design, the revised perimeter streets and building layouts are influenced by the lot shape. However, the turning radius of the street network has increased introducing a more organic layout. Select buildings have been repositioned to follow the new road curvature. Reduction in total units (see Item 4 below) and building distribution creates expanded open space opportunities from the previous plan.

Staff discussed concerns with the petitioner regarding internal streets parallel to Milwaukee Avenue and Riverside Road remaining linear and opportunities to change building orientation along the street curvature and add landscaped medians to break up the linear corridor. The petitioner is exploring these opportunities, which may result in further revisions to be presented at Monday night's meeting.

**REQUEST FOR BOARD ACTION
Committee of the Whole
July 13, 2015**

Subject:	Camberley Club – Pulte Townhome PUD Proposal
Action Requested:	Continued Discussion of a Preliminary Development Plan Related to a Planned Unit Development (PUD) for a Proposed Townhome Community (Camberley Club – Pulte Homes)
Petitioner:	Pulte Homes
Originated By/Contact:	Stephen Robles, Village Planner Department of Community & Economic Development
Referred To:	Village Board, Architectural Review Board

Background:

- At the May 26th Committee of the Whole (COW) meeting, the Board held initial public hearings on the petitioner's requests to amend the existing Special Use and Annexation Agreement for the development of Lot 2 of Sedgebrook for a proposed townhome Planned Unit Development (PUD). After discussion, the item was continued so the petitioner could address Board comments and concerns.
- The Petitioner returned to the June 22nd COW meeting and presented a revised preliminary development plan. The item was continued a second time to address the following additional concerns and permit absent Trustees an opportunity to comment on changes made since the May 26, 2015 meeting:
 1. Resolve the split of individual units along the School District 102 and 103 boundary line.
 2. Review school bus service logistics for three school districts within the development.
 3. Explore further reductions in density and building totals.
 4. Explore further opportunities for increased open space/gathering space.

Prior to any further Village Board consideration of Zoning entitlements for the proposed Pulte PUD, the petitioner seeks Board consideration of a revised concept site plan and proposed density reduction.

Project Summary:

- **Item 1, Elementary District Boundary:**

The revised site development plan redistributes townhome buildings/units to eliminate D102 and D103 boundary line conflicts (see attached packet). Each unit is now clearly sited within the respective elementary school district boundary, with the following unit distribution:

Lincolnshire-Prairie View School District 103:	48 units
Aptakisic-Tripp Community Consolidated School District 102:	40 units

- **Item 2; School Bus Service:**

The Board's concerns over the quantity and frequency of bus service from the three school districts (D102, D103 and D125) have not been further addressed in Pulte's presentation packet. The Petitioner states they will address during their presentation Monday night.

- **Item 3, Density:**

Density is further reduced to 88 total units (4.38 units per acre), a 13.7% reduction from the initial 102 unit proposal. The number of townhome buildings has been reduced from an

initial 28 buildings to 23. The following table illustrates the reduction in density since initial submittal:

Meeting Date	Total Units	Density (units/acre)
September 22, 2014 COW (preliminary evaluation)	102	5.08
May 26 COW	101	5.03
June 22 COW	96	4.78
Current Board meeting	88	4.38

- **Item 4, Increased Open/Gathering Space:**

The reduction and redistribution of townhome units creates larger internal open spaces from the June 22nd development plan. Three large open park spaces are provided (Items 3, 8, and 9 of the attached site plan), which can further serve as open gathering spaces for the development.

- **Anticipated Student Population:**

At the May 26th discussion, the Board requested anticipated student generation based on the proposed unit totals at that time. The June 22nd meeting focused on revised site layout and density reduction prior to finalizing student generation analysis. The Petitioner provided the attached projected student yield report, prepared by Strategy Planning Associates, which indicates the 88-unit development would yield the following students:

School District	Student Yield	Number of Units	Total Students
D102	0.133/unit	40	6 (5.3)
D103	0.133/unit	48	7 (6.37)
D125	0.110/unit	88	10 (9.68)
Total			23

Recommendation:

Village Board review and comment on the proposed conceptual site layout and density reduction prior to further consideration of Special Use Amendment, Annexation Agreement Amendment and Preliminary Development Plan.

Reports and Documents Attached:

- Petitioner Presentation Packet.
- Staff Memorandum to the June 22, 2015 Committee of the Whole.

Meeting History	
Village Board Preliminary Evaluation (COW):	September 22, 2014
Continued Village Board Preliminary Evaluation (COW):	November 10, 2014
ARB Preliminary Design Review:	February 17, 2015
Architectural Review Board (ARB):	March 17, 2015
Committee of the Whole (Public Hearing opened and continued)	May 11, 2015
Committee of the Whole (Continued Public Hearing):	May 26, 2015
Committee of the Whole (Continued Public Hearing):	June 22, 2015
Current Committee of the Whole (Continued Public Hearing):	July 13, 2015

- **Item 4, Density:**
Density is reduced to 95 total units (4.73 units per acre), a 6.86% reduction from the initial 102 unit proposal (5.08 units per acre). Approximately 50 units will be located in Lincolnshire-Prairie View School District 103, down from 56 units of the prior site plan.
- **Item 5 & 6, School District Impacts:**
The Board requested anticipated student generation and further detail on school busing service based on the School District boundaries. Information has not been provided at this time as the petitioner seeks the Board's determination on the site layout and density prior to conducting such analysis.

Recommendation:

Village Board review and comment on the proposed conceptual site layout and density reduction prior to further consideration of Special Use Amendment, Annexation Agreement Amendment and Preliminary Development Plan.

Reports and Documents Attached:

- Petitioner Presentation Packet.
- Location Map, prepared by Staff.
- Staff Memorandum to the May 26, 2015 Committee of the Whole.

Meeting History	
Village Board Preliminary Evaluation (COW):	September 22, 2014
Continued Village Board Preliminary Evaluation (COW):	November 10, 2014
ARB Preliminary Design Review:	February 17, 2015
Architectural Review Board (ARB):	March 17, 2015
Committee of the Whole (Public Hearing opened and continued)	May 11, 2015
Committee of the Whole (Continued Public Hearing):	May 26, 2015
Current Committee of the Whole (Continued Public Hearing):	June 22, 2015

**REQUEST FOR BOARD ACTION
Village Board
August 24, 2015**

Subject: Camberley Club – Pulte Townhome PUD Proposal

Action Requested: **8.11:** Approval of an Ordinance Amending Ordinance No. 03-1861-38, which authorized an Annexation Agreement for the Sedgebrook Continuing Care Retirement Community, further amended by Ord. No. 14-3321-47, to permit the development of Lot 2 for an 88-unit attached single-family residential townhome community (Pulte Homes).

8.12: Approval of Ordinance Amending Ordinance No. 03-1864-41 which established a Special Use for a Planned Unit Development (PUD) for a Continuing Care Retirement Community (CCRC), further amended by Ord. No. 04-1899-15, 04-1905-21, and 14-3322-48, to remove Lot 2 from development restrictions related to the Sedgebrook CCRC, and granting a new Special Use for a Planned Unit Development, and approval of a Preliminary Development Plan for an 88-unit attached single-family residential townhome community (Pulte Homes).

Petitioner: Pulte Homes

Originated By/Contact: Stephen Robles, AICP - Village Planner
Department of Community & Economic Development

Referred To: Village Board, Architectural Review Board

Background:

- The subject property, known as Sedgebrook Resubdivision Lot 2, consists of the northern 20 acres previously part of the Sedgebrook Continuing Care Retirement Campus (“Sedgebrook”). This northern lot was established by a plat of resubdivision approved by Ordinance No. 14-3321-47A on March 10, 2014.
- The subject property was initially part of the original Sedgebrook development, planned for the future “neighborhood 3” expansion of the retirement campus. After acquiring the entire campus property, Senior Care LLC determined the undeveloped northern 20 acres were no longer financially sustainable for expansion of the existing Sedgebrook community. This determination led to the 2014 subdivision which created a separate lot.
- Pulte Homes seeks approval of a Preliminary Planned Unit Development Plan, which provides the basic scope, character, and nature of the entire proposed PUD. *The Preliminary Development Plan is deemed only as an expression of the Village’s acceptance of the concepts and details, and serves as a specific guide in preparing the Final Development Plan.* Acceptance of the Preliminary Development Plan becomes null and void if a Final Development Plan is not submitted within one year from the date of approval, unless extended by the Village Board.
- The preliminary site plan has been the focus of the Board’s discussion since the initial public hearings on May 26th and concluded at the July 13th meeting based on Board concerns of density, site layout, and elementary school district boundaries. The attached presentation packet includes the Preliminary Development Plans (landscape plans, building elevations, preliminary engineering, floor plans, photometric lighting plan, and site amenities) based on the revised site plan of 88 total townhome units presented on July 13th.

Agenda Item 8.11 – Annexation Agreement Amendment:

- The Petitioner requests amending the existing Sedgebrook Annexation Agreement (approved by Ordinance No.14-3321-47) to incorporate the proposed 101-unit townhome development.
- **Summary of Key Annexation Agreement Requests:**

The Village Attorney and Staff worked with the applicant in developing the proposed Annexation Agreement Amendment (see attached), which contains the following key points:

 1. **Voiding the Agreement** – Pulte requests a stipulation if they fail to acquire the subject property within 18 months following Village approval of the amended Annexation Agreement, the agreement is immediately null and void. *Village Code has no such requirement.*
 2. **Recapture Agreement** – Pulte requests execution of a Recapture Agreement, to their benefit, to receive proportionate reimbursement for the cost of the Milwaukee Avenue intersection improvements and Riverside Road realignment for properties along Riverside Road, excluding Sedgebrook. This would include the 19 acre property upon which a 52-unit townhouse project was recently proposed and the Gus Boznos homestead. *Village Code permits Petitioner's to request Recapture of costs for improvements benefitting other properties.*
 3. **Construction before Final PUD Approval** – Pulte seeks to undertake initial mass grading and excavation of the site, excluding activity related to the existing earthen berms, upon Preliminary Development Plan approval and obtaining permits from authorizing agencies, but **prior** to Village approval of **Final PUD plans**. *Village Code states no permits shall be issued prior to approval of Final PUD plans. Staff supports this request as excavation will remove an existing abandoned water line (requires removal for any future development at the site) and mass grading will not alter the existing berms and be limited to internal earth work at Pulte's sole risk.*
 4. **Permits before Public Improvements Acceptance** – Pulte requests permission to obtain building and occupancy permits for any townhome **prior** to Village Board **acceptance of public Improvements**, except occupancy shall not be permitted prior to sanitary sewer mains and potable water mains approved by Staff and appropriate agencies. *Village Code states no occupancy permits can be approved prior to Village Board acceptance of public improvements. Staff recommends Pulte's requested course of action, as it defers Village acceptance of public improvements until a later time, protecting the Village in the event of damages to the public improvements.*
 5. **Model Homes Permits** – Pulte requests the ability to obtain building and occupancy permits for Model Homes **prior** to **acceptance** of any public improvements. Pulte seeks flexibility to open Model Homes to the public without service from water and sewer. *Village Code states no occupancy permits can be approved prior to Village Board acceptance of public improvements. Staff supports this request as the model*

homes will only be occupied for marketing purposes and not for dwelling purposes.

- 6. Certificates of Occupancy prior to Intersection Improvements** – Pulte requests authorization to receive a maximum of 35 Certificates of Occupancy *prior* to completion of the Riverside Road intersection improvements. Pulte requests this relief, given IDOT permit review time and weather constraints. Per Staff's recommendation, temporary limited access to/from Milwaukee Avenue will be maintained at all times. *There is no Village Code regulation that applies to this request. This is a Village Board determination regarding the number of homes/residents in the new townhouses permitted to be impacted by road construction at the main access to Milwaukee Avenue, which Staff believes is reasonable.*
- 7. Ground Floor Area per Unit** – Pulte requests a reduction in the minimum livable ground floor area per dwelling unit for buildings more than one story to 693 square feet. *Village Code requires minimum 1,000 square feet of livable area per unit. Staff supports this request since the Codes' intent is to prevent construction of undersized homes. All proposed townhome units will exceed the minimum 1,000 square foot livable area through the combined first and second floors, rather than solely the first floor.*
- 8. Fence Requirements** - Pulte requests an increase in the maximum permitted perimeter fence height to 7 feet, and the maximum opacity of a 7-foot tall perimeter fence to 100% for the first 6 feet, as measured from grade. *Village Code requires residential yard fences have a maximum height of 4' and have a maximum 60% opacity. The purpose of the fence is to screen the townhome development from the adjoining Sedgebrook development, which are differing uses, which Staff supports.*
- 9. Parkway Trees** – Pulte requests a reduction in the minimum required spacing of parkway trees to 20 feet, and permissibility of parkway tree species other than those permitted in Appendix IV of the Landscaping Code (Title 13). *Village Code requires parkway trees be spaced 25 feet apart and that they be from Appendix IV only. Staff is in support since the request results in an increase in the amount of parkway trees and differing tree palette.*
- 10. Tree Survey Requirements** – Pulte requests waiver of requirement to provide a detailed tree survey for those portions of the Milwaukee Avenue and Riverside Road landscaped berms on Lot 2 left undisturbed by the Development. *Village Code requires Tree Surveys cover the entire developable lot; however, this requirement has been partially waived in other similar circumstances. Since the existing landscaped berms will be preserved, a tree survey is not necessary.*

11. Timing of Underground Improvements – Pulte requests ability to begin street paving and dwelling unit construction only in areas where water and sanitary utilities and storm sewers have been installed and approved (but not accepted by the Village), and postpone water and sanitary service connections to dwelling units due to potential weather conflicts and construction staging. *Village Subdivision Code requires all underground improvements be completed prior to any surface improvements being started. Staff supports this request as this affects timing of construction as it relates to unfavorable weather conditions. No certificates of occupancy can be issued until all underground and surface improvements are completed and approved.*

12. Pavement Specifications – Pulte requests alternate pavement improvement specifications in lieu of those required in the Village Code, including 10 inches of CA-6 stone, 2.5 inches of binder course and 1.5 inches of bituminous surface course. *Village Code requires 12" crushed aggregate base course (type A) with a 3" bituminous surface course or 4" aggregate sub-base (type B) + 6" bituminous base course with a 2" bituminous surface course. Since the internal streets will be private, Staff does not have a position on this request.*

13. Park Donations – Pulte requests the required park donation be distributed as described in the next memo section. Pulte also requests the cash contribution portion of the park donation be submitted upon the issuance of the final building permit of the last dwelling unit based on the final construction costs of the Outlot 2 trailhead park improvements and Milwaukee Avenue path (from south property line to Sedgebrook entrance). *Village Code requires park donations be provided prior to recording the Final Plat. Should the Board accept Pulte's requested park donation contribution/method, Staff recommends Pulte's request to defer final cash contribution be granted. This would allow all costs for construction to be settled and a final accurate payment amount to be determined.*

- **Additional Key Annexation Agreement Request - Parkland Dedication:**

The Petitioner proposes providing the required park donation of 2.45 acres through a combination of land and cash (fee-in-lieu-of) contributions, per the Subdivision Code:

- 1. Land Donation:** The proposed park land dedication consists of 0.287 acres at the northwest corner of the site (identified as "Outlot 2"), created by the realignment of the Riverside Road intersection. This park land is designed to function as a trailhead and respite area to the nearby Des Plaines River Trail.

- 2. Cash (Fee-in-lieu-of) Donation:** An additional 2.163 acres of park donation is required, with a value of \$1,178,835. The Petitioner proposes to provide the cash value of that acreage through four means: a) Construction of all trailhead improvements, including site grading, utility installation, a gazebo, bike rack, and

landscaping (value = \$150,000), b) 50% of the value of land and improvements on private parkland within the townhome development, for reasons stated in the Petitioner's cover letter (estimated value = \$633,890), c) construction of a path extension along Milwaukee Avenue, from the southern lot line of the subject property to the Sedgebrook entrance/signalized pedestrian crossing of Milwaukee Avenue (estimated value = \$13,800), and d) cash contribution at the end of the project, once all construction costs have been verified (estimated value = \$381,145).

On May 18, 2015, the Park Board unanimously recommended approval of the Preliminary Trailhead Plans/improvements for Outlot 2, subject to:

- a. Inclusion of a below-ground irrigation system, in conformance with Lincolnshire regulations, installed respective of the proposed plantings identified on the Landscape Plan.
- b. Inclusion of an electrical supply for lighting.

- 3. Improvement/Recapture Agreements:** The Petitioner has also submitted an Improvement Agreement and Recapture Agreement within the proposed Annexation Agreement amendments (attached). Both Agreements are preliminary pursuant to the Preliminary PUD Plans and will be finalized upon the Village Board's consideration of the Final PUD Plans for final approval.

Agenda Item 8.12:

Special Use/Amendments

- The Petitioner requests amending Special Use Ordinance 03-1861-41 as the subject parcel (Lot 2) is subject to the zoning regulations of the existing Sedgebrook PUD for a continuing care retirement campus.
- The 2003 Ordinance was most recently amended March 2014 (Ordinance No. 14-3322-48), to permit the subdivision into Lot 1 and Lot 2 (subject site), and modified the final PUD plans to reduce the future expansion of the retirement campus solely to the new boundaries of Lot 1. The Petitioner seeks to remove Lot 2 from the conditions and restrictions of that Ordinance to permit the proposed townhome PUD.
- The Petitioner also seeks a new Special Use for a Planned Unit Development (PUD) specifically for the development of the new Lot 2 as an 88-unit townhome development.
- The attached presentation packet includes the Petitioner's response to the Findings of Fact for Special Use for a PUD.

Note: Pulte Homes is under contract to purchase the subject property from Senior Care LLC, upon zoning approval of the proposed townhome PUD. If Pulte fails to acquire the property following Village approval, Staff will return to the Board with a petition to revoke any such approvals, and Lot 2 will revert to the zoning jurisdiction of the Sedgebrook PUD.

Preliminary Development Plans

- On March 17, 2015, the Architectural Review Board unanimously recommended approval of Preliminary Development Plans for the (then) proposed 101-unit townhome development. However, upon Village Board review of the ARB recommended development plans, the Board requested additional revisions, resulting in the current reduction to 88-units.

- The attached preliminary site plan reflects the revisions presented at the July 13th Committee of the Whole meeting based on the direction provided by the Board during meetings in May and June. The following table illustrates the reduction in density since initial submittal:

Meeting Date	Total Units	Density (units/acre)
September 22, 2014 COW (preliminary evaluation)	102	5.08
May 26 COW	101	5.03
June 22 COW	96	4.78
Current Board meeting	88	4.38

Recommendations:

Approval of Ordinances for Special Use Amendment and Annexation Agreement Amendment, and Preliminary Development Plans.

Reports and Documents Attached:

- Draft Ordinances regarding Amendment to the Annexation Agreement and Special Use Amendment and Special Use for a Planned Unit Development, prepared by Village Attorney Simon (including exhibits of the Preliminary PUD Plans).
- Staff Memorandum and Approved Minutes of the February 17, 2015 and March 17, 2015 ARB.
- Staff Memorandum to the May 26, June 22, and July 13, 2015 Committee of the Whole.

Meeting History	
Village Board Preliminary Evaluation (COW):	September 22, 2014
Continued Village Board Preliminary Evaluation (COW):	November 10, 2014
ARB Preliminary Design Review:	February 17, 2015
Architectural Review Board (ARB):	March 17, 2015
Committee of the Whole (Public Hearing opened and continued)	May 11, 2015
Committee of the Whole (Continued Public Hearing):	May 26, 2015
Committee of the Whole (Continued Public Hearing):	June 22, 2015
Committee of the Whole (Continued Public Hearing):	July 13, 2015
Current Village Board:	August 24, 2015

LINCOLNSHIRE SENIOR CARE, LLC

September 22, 2015

Mayor Elizabeth J. Brandt and
Members of the Village Board of Trustees
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

Re: Camberley Club and Lot 2 of Sedgebrook Resubdivision

Dear Mayor Brandt and Members of the Village Board of Trustees:

As you know, Lincolnshire Senior Care, LLC (“LSC”), which operates as Sedgebrook, is under contract to sell Lot 2 of the Sedgebrook Resubdivision to Pulte Home Corporation for Pulte’s proposed 86-unit Camberley Club townhome project. This proposed sale comes as a result of LSC’s previous determination that market conditions do not support, nor are they projected to ever support, the full build-out of the plan of development that was approved for Sedgebrook in 2003. With the Village’s March 10, 2014 approval, we subdivided Sedgebrook to create the 20-acre parcel that is Lot 2 so it could be put to meaningful use rather than remaining vacant as it has for the past 12 years since the campus was approved for development. We then placed Lot 2 for sale and the only interest expressed came from residential developers. Pulte’s proposal presented the development plan with the lowest density and provided the greatest amount of open space in keeping with that existing on the Sedgebrook campus.

As you can imagine, the particular use and development of Lot 2 will have a great impact on Sedgebrook and the substantial investments we have made to both purchase and renovate the community with over \$5 million of capital improvements. We are very proud of Sedgebrook and the significant operational and aesthetic improvements we have made to it since we acquired it in November 2010. Under our leadership, Sedgebrook occupancy is now in excess of 90 percent and at an all-time high. We certainly would not want to do anything to jeopardize the financial stability that Sedgebrook has achieved under our ownership of the campus, and we are committed to continued efforts to further enhance that strength and grow the campus. For these reasons, we were very careful in evaluating the purchase and development proposals that we received for Lot 2 to best ensure that its development will be both compatible with and complementary to Sedgebrook, as well as provide a level of development quality that is consistent with that of Sedgebrook. After all, the development of Lot 2 will be Sedgebrook’s only adjoining neighbor.

Partly as a result of the proposed sale of Lot 2 to Pulte, we recently embarked on pre-development activities to explore expansion of Sedgebrook under the preliminary planned unit development plans that the Village approved on March 10, 2014. The sale of Lot 2 will enhance the financial strength and operational capabilities of Sedgebrook, which will in turn have a

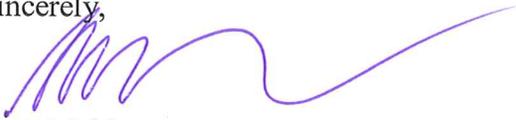
Mayor Elizabeth J. Brandt and
Members of the Village Board of Trustees
September 22, 2015
Page 2 of 2

positive impact on Sedgebrook's residents. It will also generate significant real estate tax revenue to the Village, school districts and other taxing bodies.

LSC and its members are very pleased with the quality of development represented by Camberley Club. We hope that the Village will find equal value in the benefits that Camberley Club will bring to Sedgebrook, the campus' residents and the greater community.

We welcome the opportunity to further discuss this matter with the Mayor, Village Board of Trustees and Village staff. Please do not hesitate to contact me at (203) 222-6262.

Sincerely,



Brett Mehlman

COO of Lincolnshire Senior Care, LLC

From: Stephen Robles
Sent: Thursday, October 08, 2015 10:03 AM
To: Stephen Robles
Subject: FW: Pulte Development

-----Original Message-----

From: Trustee Servi
Sent: Monday, October 05, 2015 2:55 PM
To: Brad Burke
Subject: Pulte Development

As per our phone call, it is my understanding that Pulte is coming back to the board with a plan consisting of 86 units at the 10/13 meeting. Given the plan does not meet what I wanted to achieve in terms of density, and the recent letter from the district 103 superintendent against the development, I am opposed to the development.

Sent from my iPad

From: Stephen Robles
Sent: Thursday, October 08, 2015 3:23 PM
To: Stephen Robles
Subject: FW: Camberley Club Townhome Proposed Development

From: Brad Burke
Sent: Wednesday, September 30, 2015 8:02 AM
To: Stephen McNellis; Stephen Robles
Subject: Fwd: Camberley Club Townhome Proposed Development

Brad Burke

Begin forwarded message:

From: Scott Warren <swarren@d103.org>
Date: September 28, 2015 at 9:27:33 PM PDT
To: <mayorbrant@lincolnshireil.gov>, <trusteefeldman@lincolnshireil.gov>, <trusteegrjanac@lincolnshireil.gov>, <trusteehancock@lincolnshireil.gov>, <trusteemcallister@lincolnshireil.gov>, <trusteemcdonough@lincolnshireil.gov>, <trusteeservi@lincolnshireil.gov>, <villageclerkmastandrea@lincolnshireil.gov>
Cc: Brad Burke <bburke@lincolnshireil.gov>
Subject: Camberley Club Townhome Proposed Development

Dear Mayor Brant and the Board of Trustees,

I am writing to inform you of my concern regarding the proposal for the Camberley Club townhome community. Lincolnshire-Prairie View District 103 is experiencing student growth which is causing crowding issues in our schools. Because of our space constraints, we are moving forward this year with a proposal of a \$13.3 million building project for Sprague School and Half Day School to alleviate the crowding for our current enrollment. Our projections show that we will add an additional 100 students by the year 2020. Any new development in the district adds to the impact of our ever increasing population and crowding issues. We are open to additional conversations with the developer, but at this time, I am not in support of the development due to the student increases it will cause the district.

As plans for new developments are presented, I urge the Board to consider the impact additional students will have upon District 103. I appreciate your time, commitment and service to the Lincolnshire community.

Sincerely,

Scott Warren

Scott Warren, Ed.D

Superintendent

Lincolnshire-Prairie View District 103

1370 N. Riverwoods Road

Lincolnshire, IL 60069

847-295-4030

swarren@d103.org

Mission: *To provide innovative learning experiences which empower each student to excel and make a difference in a diverse and interconnected world.*

From: Stephen McNellis
Sent: Thursday, October 08, 2015 9:41 AM
To: Brad Burke; Stephen Robles
Subject: FW: Lincolnshire Commons and Pulte Holmes

From: Marc Blum [<mailto:mblum@nextrealty.com>]
Sent: Thursday, October 08, 2015 9:34 AM
To: Stephen McNellis
Subject: Lincolnshire Commons and Pulte Holmes

Steve:

I have been following the proposed development across the street from Lincolnshire Commons. The Owners of Lincolnshire Commons support the project and believe that the addition of these homes/residents would be beneficial to the retailers in our property.

Thank you

Marc Blum
President and Chief Operating Officer
Next Realty, LLC
400 Skokie Blvd
Suite 800
Northbrook, IL 60062

847-881-2002 voice
847-881-2062 facsimile



October 8, 2015

VIA ELECTRONIC MAIL

Mr. Stephen Robles
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, IL 60069

RE: 14600 Riverside Road, Lincolnshire, IL (“Lincolnshire Trails”) – Roadway Improvements

Dear Mr. Robles:

KZF Stack continues to be excited about our proposed Lincolnshire Trails project at 14600 Riverside Road and we are moving forward with revisions to our submission to the Design Review Team. As was suggested, we are writing this letter to make the Village aware of our significant concerns regarding the potential costs of the off-site improvements associated with Riverside Rd and the effect those costs may have on our project’s economic viability.

We have reviewed Pulte’s plan to realign Riverside Road and to create a new intersection at Milwaukee & Tower Parkway. We’ve also reviewed Pulte’s draft Recapture Agreement from their August 24th Board submittal (Exhibit E to the 2nd Amendment to the Annexation Agreement). While we have not yet seen Pulte’s updated submittal for the Oct. 13th Board meeting, we would like to express our concerns relative to what we have seen to date.

The existing Riverside Road is about 3,140 feet in length. Pulte is proposing to improve the road to the east border of their property, which is about 1,285 feet or about 41% of its length. We assume that our project will be asked to improve the remaining 1,855 feet of the road. The above scenario would be acceptable to KZF Stack and we feel that our proposed project can support the cost of improving this amount of Riverside Rd. With Pulte’s proposed recapture agreement, however, KZF Stack may be required to contribute an additional \$300,000 or more to Pulte’s improvements costs (and the Boznos properties may also be required to contribute about \$200,000 or more when developed). We feel that this additional burden on our properties could make our properties economically undevelopable.

Our proposal, in light of the fact that there are unusual and extraordinary off-site costs associated with the development of all the Riverside Road properties, is that either (a) Pulte pays for the intersection improvements and the improvements to the road up to the eastern border of their property, without recapture, or (b) all of the costs of the Riverside Rd. improvements along its entire 3,140 foot length are included in the recapture agreement. In either of these scenarios, the costs are divided in an “economically fair” way, based on the developable size of each of the benefited properties.

Other problems with Pulte’s proposal:

- We feel that without Pulte’s development, based on traffic from the other properties on Riverside Rd, there would be no need to create the new Riverside Rd intersection. Also, had they chosen to, Pulte’s property could have been accessed through the existing Sedgebrook signalized entrance on Milwaukee, as the property was originally designed.

- The remaining Sedgebrook property which fronts on Riverside Rd to the east of Pulte is being excluded from the recapture agreement. This property, lying between Pulte and the large detention pond on the south side of Riverside Rd, has many more acres of non-floodplain developable acreage than both the KZF Stack property and the Boznos properties combined. (See attached illustrations.)
- It appears from Pulte's materials that they are including the new park area in their defined intersection improvements (which they are also requesting Park Fee credits on). Also, there is significant demolition of existing private improvements on Pulte's property required for the intersection improvements. These costs shouldn't be included in any proposed recapture agreement.
- Finally, while it could be argued that Lincolnshire Trails and any future development of the Boznos parcels would receive some benefit from the traffic light, the real benefit is to Pulte. With their large Camberley Club monument sign positioned at the intersection (instead of at their actual proposed entrance further east), Riverside Rd may appear to the public to be exclusively the entrance to Camberley Club.

No matter what, the Riverside Rd improvements will involve significant costs. The sharing of those costs should be based on a well thought-out plan. The current plan has the other properties fronting on Riverside (those chosen by Pulte and leaving out Sedgebrook's parcel) subsidizing the work designed by, required for, and mainly benefitting Pulte's Camberley Club development. And with Pulte providing no contribution to the cost of improving the remainder of the road, KZF Stack's property, at less than half the developable size of Pulte's, may well be required to pay a much higher total dollar amount than Pulte for the overall roadway improvements.

In conclusion, we feel that Pulte's proposal for cost-sharing along Riverside Rd. is overly burdensome to both KZF Stack and to the Boznos properties and may result in the alienation of our ability to develop our properties. We appreciate your time in considering this letter and look forward to continuing to work together to resolve this issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Rothbart', with a long horizontal flourish extending to the right.

Jeff Rothbart

SOUTH SECTOR

CH
3B**Critical Area 4**

This area consists of two parcels, comprising 18 acres of total land area. Although unincorporated, this site is bound by the Rivershire residential community to the north and west, with portions of the Crain's Landing golf course of the Lincolnshire Marriott Resort to the east, and Critical Areas 5 and 6 to the south. As a result of this tract's geographic location, as a gap in the Village's area of jurisdiction, and its immediate contiguity to the Rivershire community, it is highly desirable for future annexation.

The site contains natural woodland features primarily located in two clusters on the eastern and western portions of the area. Those tree clusters on the western portion of the site stand within and around an existing deteriorated residence and outbuildings that remain from a former farmstead. It is important to note that nearly the entire area, with the exception of the residence, is encompassed by the Des Plaines River floodway, despite prior action by previous ownership to fill the site area. As a result, this planning area only contains approximately 6.5 acres of buildable land area. Frontage and accessibility to the planning area is provided via Riverside Road, a neglected, two-lane Vernon Township roadway. A segment of the Des Plaines River Trail also traverses the northern and eastern boundary of the Area.

Land Use Recommendation: Cluster Residential

As a result of the predominance of the Des Plaines River floodway in this planning area and its resulting level of environmental sensitivity, any future development must be cognizant of these sensitivities. Therefore, this area has been placed within the "Cluster Residential" land use designation to facilitate residential development compatible with the adjacent Rivershire residential community and allow accommodations for the environmental sensitivities in the planning area. The 6.5 buildable acres in the central portion of the area is the only reasonable area for development. Consideration may be given to permit an increase in dwelling unit density, with the enhancement of surrounding natural features and centralization of the developable area, to provide for a reasonable return for the property owner, while keeping building envelope sizes to a minimum. Any such cluster development should be mindful of the residential character of the Rivershire subdivision.



Preservation of the existing woodland clusters should be easily attained as they are located within the Des Plaines River floodway where development should not be permitted. A stormwater detention pond should be considered along the western end of the planning area to provide a naturalized buffer from the adjoining residences of Rivershire, which would result in little to no removal of existing trees, given its current open state. The stormwater detention facility should be supplemented with native and aquatic vegetation to enable the introduction of naturalized landscape features to this area.

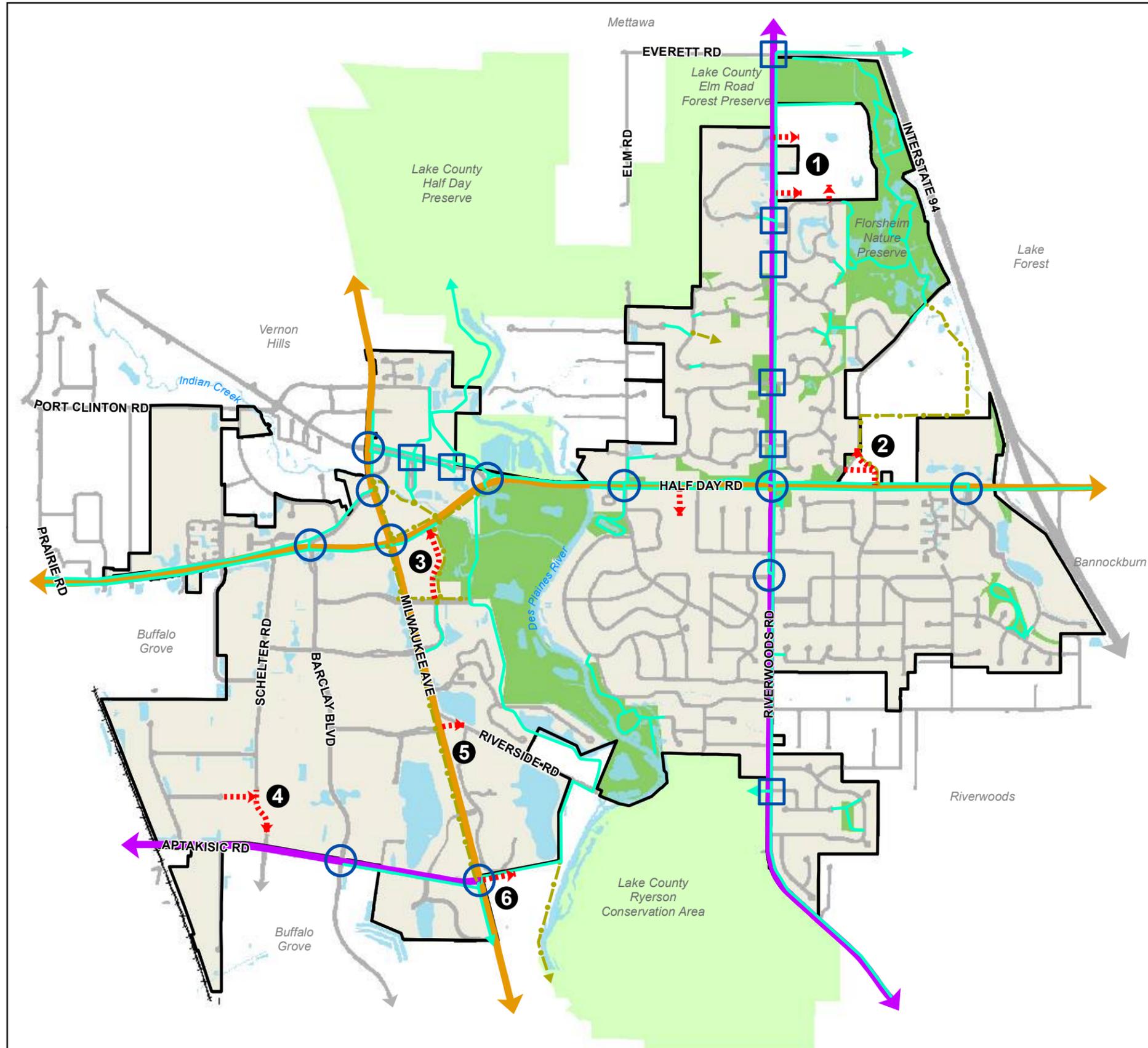
Vehicular access should be limited to a single access point via Riverside Drive, and improvement of the street to village street standards to accommodate the increase in traffic. As identified in the Transportation Map (see Maps, Chapter 10), the intersection of Riverside Drive with Milwaukee Avenue should be required to be reconfigured to align with Tower Parkway, a signalized intersection. The realignment of this intersection would eliminate traffic disruptions that would be caused as a result of increased residential traffic navigating the current, insufficient intersection of Milwaukee Avenue and Riverside Drive. Through the development of the Sedgebrook Retirement Community to the south of this planning area, such roadway realignment was envisioned and planned. Preservation of the Des Plaines River Trail should be required, along with connections to the

TRANSPORTATION MAP

UPDATE 2012 PLAN

MAP LEGEND

- Future Roadway
- Multi-Use Path**
 - Active/In Use
 - Future Path
- Road Classification**
 - "Corridor" (Corridor & Entry Plan)
 - Strategic Regional Arterial / "Corridor" (Corridor & Entry Plan)
- Signalized Crossing
- Non-Signalized Crossing
- Village Parks
- Lake County Forest Preserves
- Corporate Boundary



- 1** Intersection of Riverwoods Rd and North Park, near Interstate 94.
- 2** Intersection of Half Day Rd and Old Mill Rd, near Berkshire Ln and Robinhood.
- 3** Intersection of Half Day Rd and Milwaukee Ave, near Marrott Dr.
- 4** Intersection of Aptakisic Rd and Schelter Rd, near Margate Dr.
- 5** Intersection of Milwaukee Ave and Riverside Rd, near Tower Pkwy.
- 6** Intersection of Aptakisic Rd and Milwaukee Ave, near Parkway Dr.