

VILLAGE OF
FRANKFORT
EST • 1855

**COMMITTEE OF THE WHOLE MEETING
AGENDA**

**Wednesday, November 9, 2022
6:00 P.M.**

**Village Administration Building
Village Board Room
432 W. Nebraska Street, Frankfort, IL**

1. Call to Order
2. Roll Call
3. Approval of Minutes (October 12, 2022)
4. Engineering Services Agreement: 2022-2023 Jackson Creek Sanitary Sewer Evaluation Services (SSES) Basins 1 & 4
5. Conservation Foundation Donation of Parcel: PIN 19-09-15-300-024-0000
6. 7 N. White Street Project – Electrical Components Relocation
7. Draft Annexation Agreement – Olde Stone Village First Addition
8. 2023 Meeting and Holiday Calendar
9. Public Comment Period – Discussion
10. Other Business
11. Public Comments
12. Adjournment

VILLAGE OF
FRANKFORT
EST. 1855

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING
OCTOBER 12, 2022

CALL TO ORDER

Mayor Keith Ogle called the Committee of the Whole meeting to order at 5:32 P.M. on Wednesday, October 12, 2022, at the Village Administration Building, 432 W. Nebraska Street, Frankfort, Illinois.

ROLL CALL

Village Clerk Katie Schubert called the roll. In attendance were Mayor Keith Ogle, Clerk Katie Schubert, Trustees Margaret Farina, Dan Rossi, and Gene Savaria. Staff in attendance included Village Administrator Rob Piscia, Assistant Administrator John Burica, Police Chief Leanne Chelepis, Deputy Chief Kevin Keegan, Deputy Clerk Theresa Cork, Director of Community and Economic Development Michael Schwarz, and Building Director Adam Nielsen. Trustees Adam Borrelli and Jessica Petrow were absent.

Trustee Michael Leddin arrived at 5:39 P.M., following approval of the minutes.

APPROVAL OF MINUTES (OCTOBER 3, 2022)

Trustee Farina made a motion, seconded by Trustee Savaria, to approve the minutes of the Committee of the Whole meeting of October 3, 2022. A voice vote was taken. All were in favor. The motion carried.

T3IP NEW CONSTRUCTION GRANT – PREMIER OPHTHALMIC SERVICES

Building Director Nielsen provided an overview of a request from Michael Ryan for a new construction grant under the Village's Targeted Industry and Industrial Incentive Program (T3IP). He reported Graefen Development is nearing completion of constructing a new 16,185 square foot industrial building at 22793 S. Citation Road. He noted this building will be utilized by Premier Ophthalmic Services. The applicant requests a new construction grant under the Village's T3IP in the amount of one dollar (\$1) per square foot of the new building area. Director Nielsen reported this is the Village's 20th T3IP grant since its inception in 2013.

Members briefly discussed the Target Industry and Industrial Incentive Program and whether it would be worthwhile to review this grant program which was established to further development opportunities within the industrial district and increase diversity of the property tax base. Members felt it would be appropriate for the Finance Committee to evaluate the cost-benefit of the program.

Following presentation and discussion, Trustee Savaria made a motion, seconded by Trustee Farina, to forward a recommendation to the Village Board authorizing the approval of a Target Industry and Industrial Incentive Program grant in the amount of \$16,185.00 to Michael Ryan Trust No. 1 for the construction of a new 16,185 square foot building at 22793 S. Citation Road.

Clerk Schubert called roll. AYES: Trustees Farina, Leddin, Rossi, and Savaria. NAYS: None. ABSENT: Trustees Borrelli and Petrow. The motion carried.

DISPOSAL OF SURPLUS VEHICLES

Asst. Administrator Burica reported that staff recently identified several vehicles that are no longer of use or value to the Village and the cost of repairs are no longer justified in relation to the vehicles' value and reliability.

Year	Make	Model	VIN	Mileage
2005	Ford	Expedition	1FMPU13555LB02556	76,784
2006	Ford	Crown Victoria	2FAFP71WX6X120213	112,315
2008	Ford	Crown Victoria	2FAFP71V58X109498	112,120
2009	Ford	Crown Victoria	2FAHP71V49X112015	115,666
2006	Dodge	Charger	2B3KA53H56H241806	81,736

Trustee Farina made a motion, seconded by Trustee Rossi, to forward a recommendation to the Village Board to approve the disposal of the surplus vehicles as presented. A voice vote was taken. All were in favor. The motion carried.

POLICE DEPARTMENT ADMINISTRATIVE VEHICLE REPLACEMENTS – PURCHASE CONSIDERATION

Deputy Chief Keegan requested approval to purchase two 2022 Ford Explorer vehicles from Currie Motors of Frankfort. These vehicles would replace a 2014 and 2016 Ford Explorer used by the Police Department's administration staff. If approved the replaced vehicles would be converted and outfitted as Community Service squads. He reported the vehicles will be purchased from Currie Motors of Frankfort through competitive bid assistance at a cost of \$35,235.00 each, or a total cost of \$70,470.00.

Trustee Farina made a motion, seconded by Trustee Leddin, to forward a recommendation to the Village Board to authorize the purchase of two 2022 Ford Explorers from Currie Motors of Frankfort as presented. A voice vote was taken. All were in favor. The motion carried.

4TH OF JULY FIREWORKS DISPLAY – DISCUSSION

Asst. Administrator Burica reported Gina Hassett, Executive Director of the Frankfort Park District, reached out to staff seeking the Village's interest in full sponsorship of the July 4th Fireworks Display and possibly as the new contract holder. Most recently, the Village shared the costs of the fireworks display with the Frankfort Park District, Frankfort Firefighters Foundation, and IAFF 4338 Union.

Trustee Rossi stated that he had informally talked with the Frankfort Firefighters Foundation and Local 4338 regarding their annual donation for the fireworks display, noting they had indicated a willingness to increase their share of sponsorship for the fireworks as well as assist with set-up and running the event.

Members discussed the request and its impact on manpower for the police department. Reference was made to the Park District's referendum mailer which stated the park district will reduce or eliminate free community special events, including the annual July 4th fireworks if the Park Preservation Referendum fails. Members felt it was important for the 4th of July Fireworks Display to continue in the community and to possibly explore other locations which may be better suited for the event due to not having access to the Borg Warner property. It was the consensus of the committee to continue the discussion regarding the matter following the results of the Park District's referendum question on the November 8th ballot.

2 SMITH STREET UPDATE

Director Schwarz reported staff recently reached out to Jill Plesha regarding the status of her purchase proposal for 2 Smith Street. Ms. Plesha replied via email stating that she is still interested in purchasing the property and working with an architect to make changes to the previously submitted building elevations but wasn't sure if the plans would be ready prior to this meeting. Staff encouraged Ms. Plesha to attend the meeting to provide an update and share any new information.

Director Schwarz noted that Christina Fulton of Fulton Homes and Garden and Dan Elliot of Integrus Development formally withdrew their proposals for the purchase and redevelopment of 2 Smith Street.

Staff noted that Jill Plesha was not present at the meeting.

Committee members discussed the 2 Smith Street property. Trustee Savaria voiced his frustration with the lack of movement and information from Ms. Plesha regarding architectural design, building improvement estimates, and project financing for her proposal. He felt the Village has provided enough time for Ms. Plesha to submit the required documents and suggested to reopen the RFP proposal process or consider removing the building and constructing a parking lot.

Trustee Farina preferred to give Ms. Plesha more time to provide the necessary information, noting she is working with an architect. She expressed concerns on how Ms. Plesha has been treated.

Following discussion, it was the consensus of the committee to provide Ms. Plesha until the November 9th Committee of the Whole meeting to submit the requested information.

OTHER BUSINESS

- *Board Packets*

Clerk Schubert reported that staff is looking at ways to streamline distribution of Village Board packets. Members briefly discussed receiving board packets electronically and were amenable to a proof of concept.

- *Plan Commission Agenda Item – Rhubar Workshop*

Trustee Farina asked staff about Rhubar's Special Use Request for a drive-up service window. Director Schwarz reported that the applicant is seeking approval for the special use to re-establish the use of the existing drive-up service window for call-ahead pickup only.

- *Village's Zoning Ordinance – Building Materials*

Trustee Farina commented on the recent board approval of a building materials variance permitting the use of ChamClad, a PVC product, and the Village's processes for updating its zoning ordinance for new products and ensuring these products meet local standards.

- *Butera Fruit Market*

Trustee Savaria asked about the upcoming closing of the Butera grocery store. Staff noted it was a business decision to leave and recruitment to fill the space is high on staff's priority list. Committee members briefly discussed the Butera Shopping Plaza and the importance of working with the property owner to raise the quality of that development.

- *De-Annexation of 9200 Stuenkel Road*

Administrator Piscia reported the Village received formal notification requesting to de-annex the vacant 60-acre parcel of land located at 9200 Stuenkel Road. He reported staff will bring an ordinance before the Village Board for its consideration in the near future.

PUBLIC COMMENTS

Resident Paul DiCosola commented on a Chicago Tribune article regarding the Village of Hinsdale establishing a Historic Overlay District for their community.

Resident Dawn Shields spoke in support of Jill Plesha and her proposal for 2 Smith Street which she felt aligns with the Village's Comprehensive Plan and would expand Frankfort's arts and cultural offerings.

Resident John Reidy voiced his preference that the Fra-Milco building be taken down and any future development face Oak Street.

Resident Deborah Hardwick shared her views on the proposed development of the 2 Smith Street and 7 N. White Street properties and the importance of a comprehensive plan.

ADJOURNMENT

Hearing no further business, Trustee Farina made a motion, seconded by Trustee Savaria, to adjourn the Committee of the Whole meeting of Wednesday, October 12, 2022. A voice vote was taken. All were in favor. The motion carried. The meeting adjourned at 6:47 P.M.

Memo

To: Committee of the Whole
From: Zachary Brown –Utilities Director 
Date: November 9, 2022
Re: Jackson Creek - Manhole Inspections / Sanitary Sewer Televising

Earlier this year the Village of Frankfort Utilities Department conducted a flow monitoring survey within the ±11.3 square mile Jackson Creek sanitary sewer sub-basin that serves the southwest region of the Village. The study helped to pinpoint specific areas within the basin that are allowing stormwater to enter the sanitary sewer system during wet weather events (inflow & infiltration / I&I). In continuation of the Village's investigatory efforts staff proposes to conduct manhole inspections and sanitary sewer televising to identify specific defects and determine the most cost-effective repairs.

Robinson Engineering provided the attached proposal with a not to exceed amount of \$86,740 for professional engineering services which includes engineering design / plan preparation, preparation of bidding documents, bidding assistance, construction administration, manhole inspections and field observation. The total cost of the project including engineering services is estimated to be \$246,740. The cost for engineering design and construction is included in the FY2022 / 2023 budget.

Motion

Recommend the Village Board enter into an engineering services agreement with Robinson Engineering for the 2022 Jackson Creek Sanitary Sewer Evaluation Services Project in an amount not to exceed \$86,740.

October 31, 2022

Village of Frankfort
432 W. Nebraska Street
Frankfort, IL 60423

Attn: Mr. Zachary Brown, AICP, CFM, Director of Utilities

RE: Proposal for Professional Engineering Services
2022-23 Jackson Creek Sanitary Sewer Evaluation Services (SSES) Basins 1 & 4

Dear Mr. Brown:

Robinson Engineering, Ltd. (REL) is pleased to present a proposal for the above referenced project to investigate and recommend improvements to the Village of Frankfort for their sanitary sewer collection system tributary to the Jackson Creek Lift Station. We take great pride in partnering with our clients to achieve their goals, and sincerely appreciate the opportunity to offer our expertise and dedication on this project.

Included in this proposal are the following: 1. Project Overview, 2. Scope of Services, 3. Proposed Project Schedule, 4. Items Requested from the Village, 5. Payment Terms, 6. Standard Terms and Conditions and 7. Basin Exhibit.

1. PROJECT OVERVIEW

Frankfort is interested in reducing the Inflow and Infiltration (I/I) of storm water into their sanitary sewer system. The Village recognizes the potential savings associated with reduced I/I and is in the process of addressing the defects associated with the I/I problem. Currently Frankfort is proposing to go forward with manhole inspections and a sewer cleaning & televising program for sanitary sewers and manholes in the Jackson Creek Flow Monitoring Basins 1 & 4.

The overall goal of the project is to identify the defects, prepare cost estimates for the repairs, determine the most cost-effective repairs, and then prepare recommendations for rehabilitation work that can be incorporated into construction bid documents.

2. SCOPE OF SERVICES

Our proposed detailed scope of services is as follows:

A. Project Kickoff: REL will schedule a project kickoff meeting with the Village to discuss project scope, establish lines of communication, and to set the project schedule. Throughout the project, REL will communicate to the Village when crews will be onsite for manhole inspections and/or CCTV oversight through emails and phone calls. Our GIS department will setup the online GIS digital data dashboard for access to field collected data and photos for manhole inspections.

B. Manhole Inspections: Experienced crews from REL will perform sanitary manhole inspections in the Jackson Creek Flow Monitoring Basins 1 & 4. Manhole inspection data including inspection date, GPS location, street address, ground surface conditions, manhole depth, incoming and outgoing pipe locations/diameters, construction type, frame/lid type, and manhole conditions will be recorded for each structure inspected. All recommended manhole repairs will be given cost estimates and provided to the Village in a summary memo.

C. CCTV Bid Document Preparation and Onsite Observation: REL will prepare bid documents and solicit bids for cleaning and televising in the Jackson Creek sanitary sewer flow monitoring basins 1 & 4. The exhibits and specifications will be in accordance with industry standards for sewer cleaning and televising, including requirements for using the National Association of Sewer Service Companies (NASSCO) Pipe Assessment Certification Program (PACP) coding and grading system for all collected data. REL will respond to contractor's questions during the bidding phases, and issue addenda to the bid documents if required. REL will attend the bid opening, prepare the bid tabulation, assist the Village with evaluating the bids, and prepare a letter of recommendation for award of the contract.

During the cleaning and televising, REL will provide sewer televising contract management and onsite observation services as follows:

- Part-time onsite observation (Approximately 5-10 hours per week during inspection activity)
- Responses to contractor inquiries
- Assessment of contractor's compliance with project documents
- Progress updates to the Village

- Preparation of any change orders as necessary
- Review of submittals
- Review of contractor payment applications and recommendations for payment
- Punch list preparation and project close out

D. CCTV Review: REL will provide sewer televising review by a NASSCO – PACP certified reviewer. CCTV data review will identify deficiencies and provide overall rehabilitation recommendations and cost estimates for repairs. These will be incorporated into GIS and provided on recommended work plan maps for CIPP lining, grouting and point repairs to show the scope of work required. All recommended sewer repairs will be provided to the Village in a summary memo.

E. Project Management and Meetings: In addition to the project kickoff meeting, REL will provide project management for the duration of the project and attend any additional meetings with the Village as necessary to ensure the success of the project and that the Village’s needs are being met.

3. PROPOSED PROJECT SCHEDULE

Kickoff meeting	November 22, 2022
Manhole Inspections	November 23, 2022 - January 31, 2023
CCTV Bid & Oversight	November 23, 2022 - March 30, 2023
CCTV Data Review	February 1 - March 30, 2023
Analyze data	April 1 - April 30, 2023
Submit preliminary findings memo for review/comment	April 30, 2023
Submit final memo	May 15, 2023

All dates are assuming the Authorization to Proceed will occur on November 21, 2022

4. ITEMS REQUESTED FROM THE VILLAGE

1. GIS data files for sanitary sewers and manholes
2. Access to the sewer system for manhole inspections and cleaning and televising
3. The Village to uncover any buried manholes found on the project
4. Assistance with traffic control for high traffic areas (if needed)
5. Coordination with the Village for cleaning and televising contract details

5. PAYMENT TERMS

Task Description	Quantity	\$ Cost
MH Inspections	250	\$38,750
Engineering - Clean & TV Bid Package	1	\$8,000
Engineering - Clean & TV Oversight	1	\$8,800
CCTV Data Review & Analysis	52,744	\$23,740
Project Management & Meetings	1	\$7,450
Total		\$86,740

Note: Estimated cleaning and televising contract costs are approximately \$160,000 for sewers in Jackson Creek Basins 1 & 4.

6. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions for this proposal are attached hereto and incorporated herein.

7. BASIN EXHIBIT

The Basin Exhibit for this proposal is attached hereto and incorporated herein.

Again, we thank you for the opportunity to submit this proposal for your consideration. Please feel free to call me at 815-412-2025 or email at joe.sullivan@reltd.com if you have any questions regarding this proposal, or if any additional information is needed.

Very Truly Yours,

Robinson Engineering, Ltd.



Joseph M. Sullivan
I&I Manager

Robinson Engineering, Ltd.



Van Calombaris, PE
Director of Operations

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xc: Jeffrey C. Pintar, PE, Director of Municipal Engineering, Robinson Engineering, Ltd.

Accepted this _____ day of _____, 2022.

By: _____

Signature

Printed Name, Title

ROBINSON ENGINEERING, LTD ("REL")
STANDARD TERMS AND CONDITIONS

CONTRACT – These Standard Terms and Conditions may be amended, added to, superseded, or waived only if both REL and Client specifically agree in writing to any amendment of these Terms and Conditions ("Agreement").

STANDARD OF CARE - The standard of care for all professional engineering, survey or related professional services performed or furnished by REL under this Agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality. REL makes no warranties, express or implied, under this Agreement or otherwise, in connection with REL's services on this Project.

RELIANCE – REL may, without liability, rely on the accuracy and completeness of information provided by Client, Client's consultants and any contractors, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards without the need for verification.

CHANGES IN SCOPE –The proposed fees constitute REL's estimate to perform the services required to complete the Project. However, all required services are not always definable in the initial planning. Accordingly, circumstances may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated, an equitable adjustment shall be made to REL's compensation and agreed to in writing by REL and Client.

DELAYS – REL shall complete its obligations within a reasonable time. If, through no fault of REL, such periods of time or dates are changed, or the orderly and continuous progress of REL's services is impaired, or REL's services are delayed or suspended, then the time for completion of REL's services, and the rates and amounts of REL's compensation, shall be adjusted equitably.

SUSPENSION & TERMINATION – Client may suspend the Project upon seven (7) days written notice to REL. If REL's services are substantially delayed through no fault of REL, REL may suspend services after giving seven (7) days written notice to Client. Either party may terminate this agreement upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Client shall remain liable for, and shall promptly pay REL for all services rendered to the date of such suspension/termination of services plus suspension/termination charges incurred by REL. Suspension/termination charges include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on Client's behalf.

OPINION OF PROBABLE COSTS - REL's opinions of probable Construction Cost are to be made on the basis of REL's experience and qualifications and represent REL's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since REL has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, REL cannot and does not guarantee that proposals, bids, or actual Construction Cost shall not vary from opinions of probable Construction Cost prepared by REL.

REUSE OF PROJECT DELIVERABLES - All design documents prepared or furnished by REL are instruments of service, and REL retains all ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed and sealed by REL or one of its Consultants.

RIGHT OF ENTRY – Client agrees to obtain legal right-of-entry on the property when entry to property is required by the work of this Agreement.

ENVIRONMENTAL CONDITIONS OF SITE - REL's scope of services does not include any services related to any environmental issues related to the site including petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, or regulated by any Federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, or material.

RELATIONSHIP WITH CONTRACTORS – REL shall not at any time supervise, direct, or have control over any contractor's work, nor shall REL have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, nor for safety precautions and programs in connection with the contractors' work, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work. REL neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work. REL shall have no authority to stop the work of any contractor on the Project.

LIMITATION OF LIABILITY – REL's total liability to Client for any and all claims for damages whatsoever, arising out of or in any way related to the Project or this Agreement, from any cause or causes, including but not limited to REL's negligence, errors, omissions, strict liability, or breach of contract, shall be limited as follows: REL's total liability shall not exceed the lesser of (1) \$1,000,000 (one million dollars) or (2) the remaining limits of any policy of insurance which provides coverage for the Client's cause or causes of action, such remaining limits to be measured as of the date judgment is entered against REL or the date when Client and REL otherwise settle/resolve the cause or causes of action.

INSURANCE – REL shall maintain insurance coverage for Professional, Commercial General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with any legal requirements and REL's business requirements. Certificates of Insurance shall be provided by REL upon written request.

MUTUAL WAIVER – To the fullest extent permitted by law, Client and REL waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

NON-ENFORCEMENT – A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

THIRD PARTIES - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or REL to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and REL and not for the benefit of any other party.

SEVERABILITY - Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and REL, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS - If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

Memo

To: Village Board Committee-of-the-Whole
From: Rob Piscia, VA 
Date: October 31, 2022
Re: Donation of Parcel

The Village was recently contacted by The Conservation Foundation (TCF) who advised they had obtained a parcel, PIN 19-09-15-300-024-0000, which is located north of Abbey drive and south of a Village owned parcel (on map in red), east of Rt. 45 (depicted on map in yellow). Since it is land locked TCF would like to donate the parcel to the Village. There would be no cost to the Village for the land but they would like us to pay for the transfer.

I spoke to staff and there is no particular benefit for the Village owning the land. As it abuts properties on Abbey Drive there might be an expectation for maintenance in the future although nothing has occurred to this point.

Staff is seeking direction on obtaining the land.



Chair
Christopher Burke, PhD

Vice Chair
Nancy Hopp

Treasurer
Thomas Schneider

Secretary
Torn Bennington

Trustees

John Binneboese
Lourdes "Lulu" Blacksmith, FdD
Pete Connolly
Dave Gorman
John Gormley
David Hulseberg
Robert Hutchinson
Susan Jayne
Carole Koch
Julie Long
Joe Mikan
Jeanette Press
Mario Short
Lois Vitt Sale
Ellen Von Ohlen
Daniel Wagner
Jeff Wehrli
Dennis E. Wisnosky

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President/CEO
Brook McDonald

September 14, 2022

Mayor Keith Ogle and Board of Trustees
Village of Frankfort
423 W Nebraska St
Frankfort, IL 60423

Dear Mayor Ogle and Board of Trustees:

The Conservation Foundation (TCF), a nonprofit land and watershed conservation group, respectfully requests the Village of Frankfort accept title to a 1.2-acre property within Village limits and adjacent to Village-owned land.

TCF accepted title to parcel (P.I.N. 19-09-15-300-024-0000) from the Land Conservancy of Will County when it was in the process of dissolving. The Village owns the much larger parcel (19-09-15-301-033-0000, 21.3 acres) adjacent to ours, and because our property is completely landlocked, it makes sense that the Village own both parcels.

There would be no cost for the land itself; we request the Village assume the expenses for the transfer.

Please contact me if you have questions or need more information.

Thank you,

Dan Lobbes
Vice-President of Land & Watershed Programs

Memo

To: Village Board Committee-of-the-Whole
From: Mike Schwarz, Director of Community Development
Date: November 3, 2022
Re: 7 N. White Street

During his due diligence period, Mr. Elliot noted concerns of the location of an electrical pedestal that would be located on his proposed development parcel. Upon further investigation, it was determined that the pedestal controls the lights for the parking lot as well as the aerator for the creek behind fox lumber.

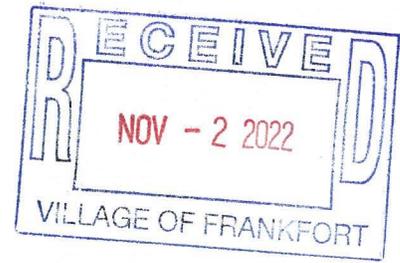
Terry Kestel had Excel Electric provide an estimate of the cost to relocate the pedestal and wiring which is attached (\$36,575). This information was relayed to Mr. Elliot as the box and lines would have to be moved as part of his construction.

Mr. Elliot relayed that he is not prepared to pay for the relocation due to the impact on his project costs.

Additionally, during a recent Plan Commission workshop, several issues were raised regarding his proposed building. One specific issue pertained to the location of the trash enclosure for his building. The Plan Commission noted that he needed to find a location on his property for the enclosure. In response to this discussion, Mr. Elliot now believes he needs an additional 3,220 sq ft. to construct his building.

Mr. Elliot memorialized his requests in the attached memo.

Staff is seeking direction on how the Board wishes to proceed on this matters for the 7 N. White Street project.



November 2, 2022

Mayor and Board of Trustees
Village of Frankfort
432 W. Nebraska Street
Frankfort, IL 60423

Re: 7 N. White St. Development

Dear Mayor and Board of Trustees,

Since the Village approved the contract for the sale of 7 N. White Street, we have been diligently pursuing the preparation of the site development and architectural plans required for the project. In addition, we met with the Historic Preservation Commission and the Plan Commission. As we have progressed through this process, two items have arisen that require attention.

1. It has become apparent that the originally proposed 10,500 square feet of property will not be sufficient to accommodate the building and other improvements. We request that the subject parcel be increased by 3,220sf to 13,720sf. The additional space will allow the outdoor patio to be entirely within the property we will acquire and, as requested by the Plan Commission, locate the trash enclosure immediately next to the building instead of on Village property. I have included an updated site plan indicating our proposed revised property line.
2. We discovered that an electrical transformer that serves the parking lot lights, the gazebo, and the pond aerator, will impact the construction of the building. This transformer box is located on the northwest corner of our proposed property and within our building footprint. In addition, the underground electrical lines that feed into the transformer will need to be rerouted before any site work can occur. These items were not known initially; consequently, they were not factored into our overall project cost. The Village Staff has received a preliminary quote to relocate the transformer and reroute the wiring, the details of which are below (location map attached), totaling nearly \$40,000. Given that this system belongs to the Village, we do not feel comfortable being responsible for the work and would prefer the Village handle it directly with its preferred vendor. We are requesting this be done as soon as possible as construction on our project will not be able to move forward before the completion of the transformer work.

I'm happy to discuss these items in more detail anytime. Thank you for your prompt consideration of these matters.

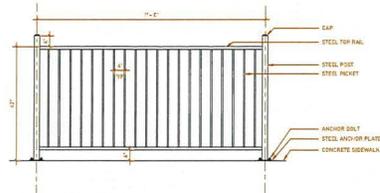
Cost Estimate

Directional boring - \$12,000.00
Conduit - \$3900.00
Wire - \$4875.00
Labor - \$10,800.00
Landscape restoration - \$5000.00
Total budget - \$36,575.00

Sincerely,

A handwritten signature in black ink, appearing to read "D. Elliot", written in a cursive style.

Dan Elliot
Managing Partner
Integrus Development, LLC



2 WROUGHT IRON FENCE DETAIL

SITE LIGHTING LEGEND			
SYMBOL	DESCRIPTION	PRODUCT	COLOR TEMPERATURE
☀	EXISTING LIGHT POLE	EXISTING	EXISTING
⊕	EXTERIOR WALL SCENE	CARSON EDDY/BAUER WALL SCENE	3,000K



935 W CHESTNUT ST. SUITE 204
CHICAGO, IL 60642
(773) 413-8142 | www.h3kdesign.com

7 N WHITE

7 NORTH WHITE STREET
FRANKFURT, ILLINOIS 62423

CLIENT
INTER-AN DEVELOPMENT
2827 W GRAND ST. AVE.
CHICAGO, IL 60641

CONSULTANTS
CIVIL
DUNGSON ENGINEERING
ASSOCIATES, LTD
105 S. DEARBORN ST. SUITE 105
CHICAGO, IL 60641

STRUCTURAL
105 S. DEARBORN ST. SUITE 105
200 W. MADISON ST. SUITE 402
CHICAGO, IL 60641

MEP
2400 BROWN GROUP
CHICAGO, IL

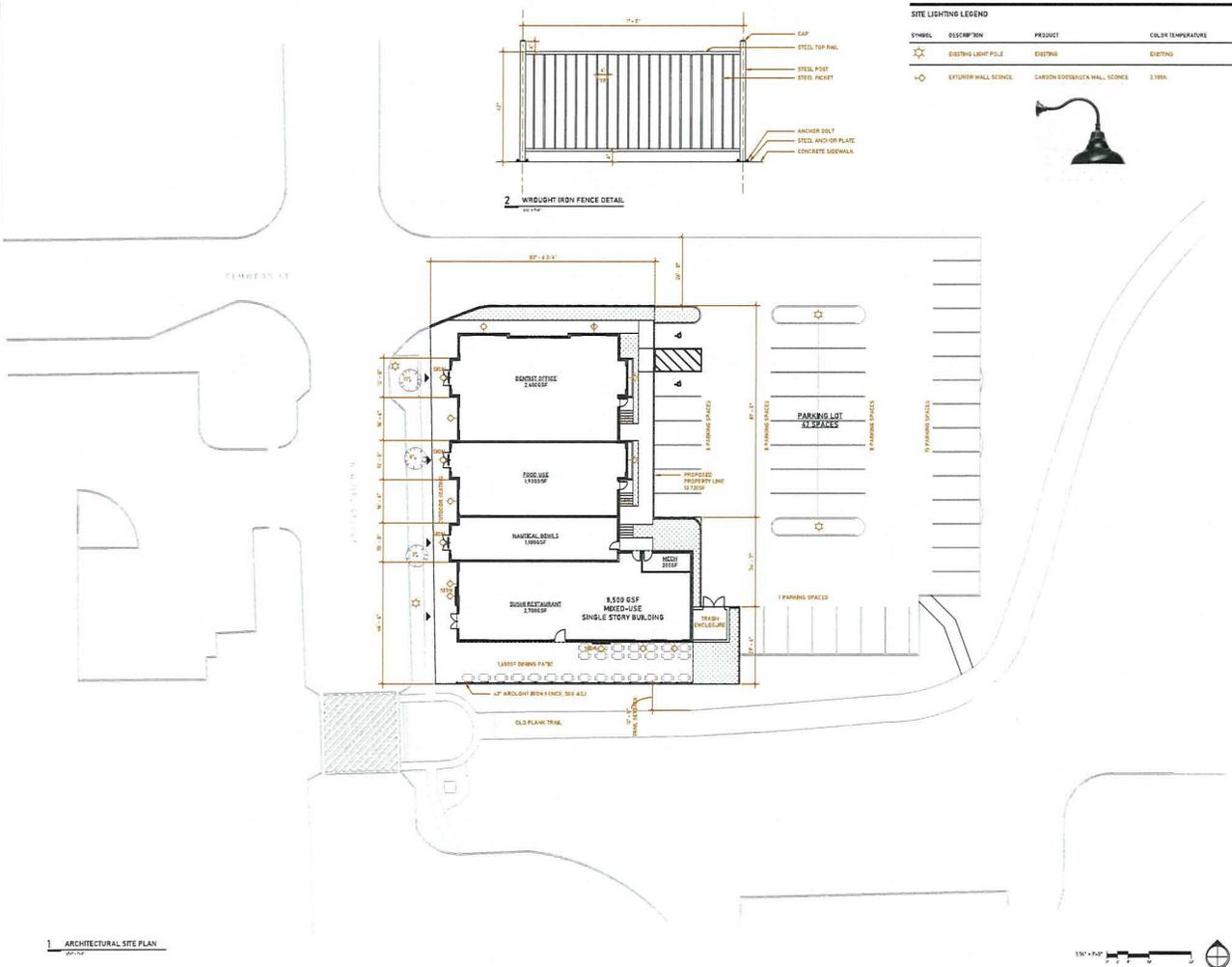
1 28A 2/28/22 16.02.2022

DESCRIPTION DATE

ARCHITECTURAL
SITE PLAN

AS1.1

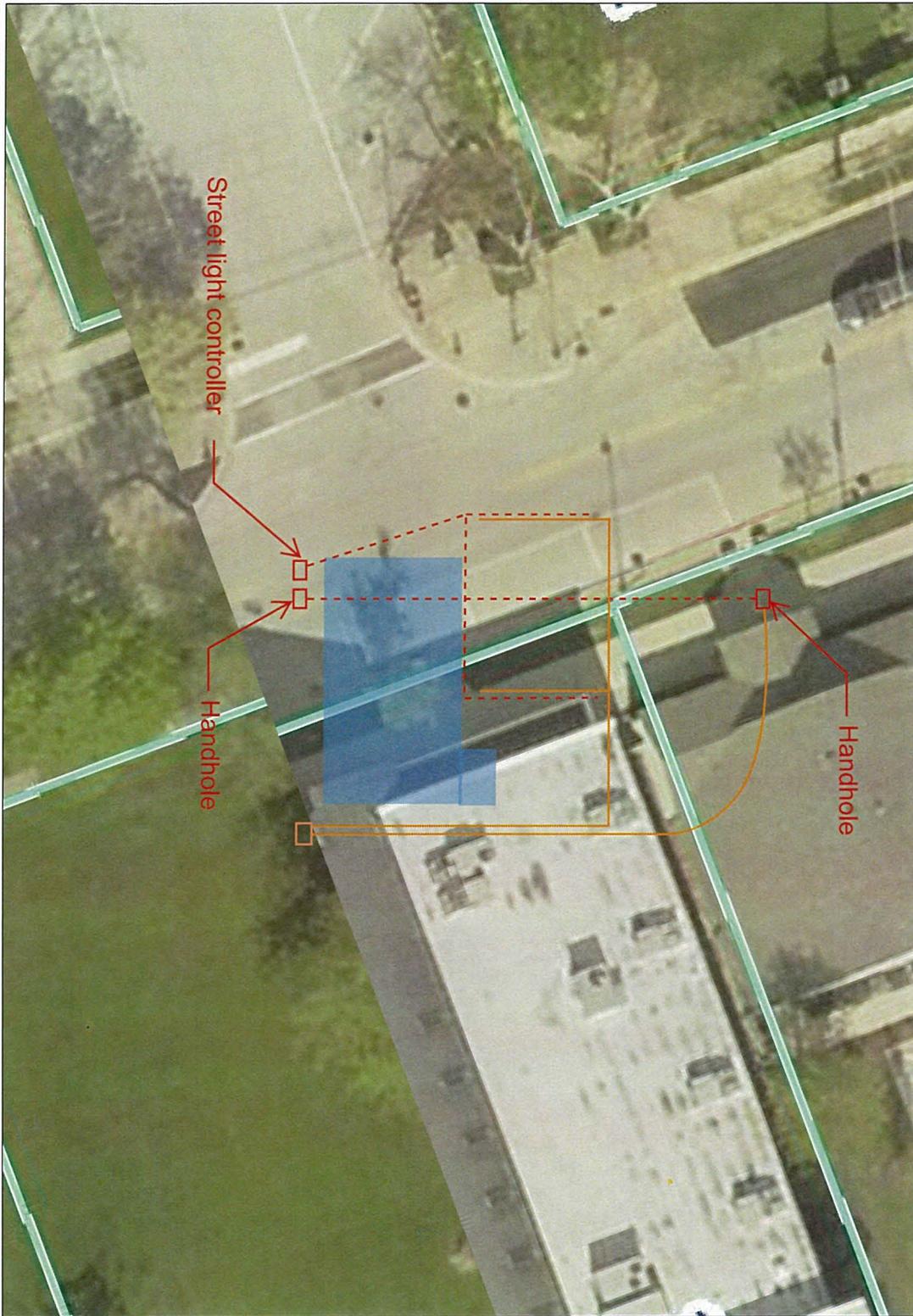
16.02.2022



1 ARCHITECTURAL SITE PLAN



7 North White Street



Legend

- Parcels LY
- Townships

Notes

Date: 6/9/2022

1: 1,128

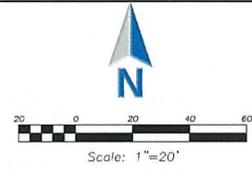
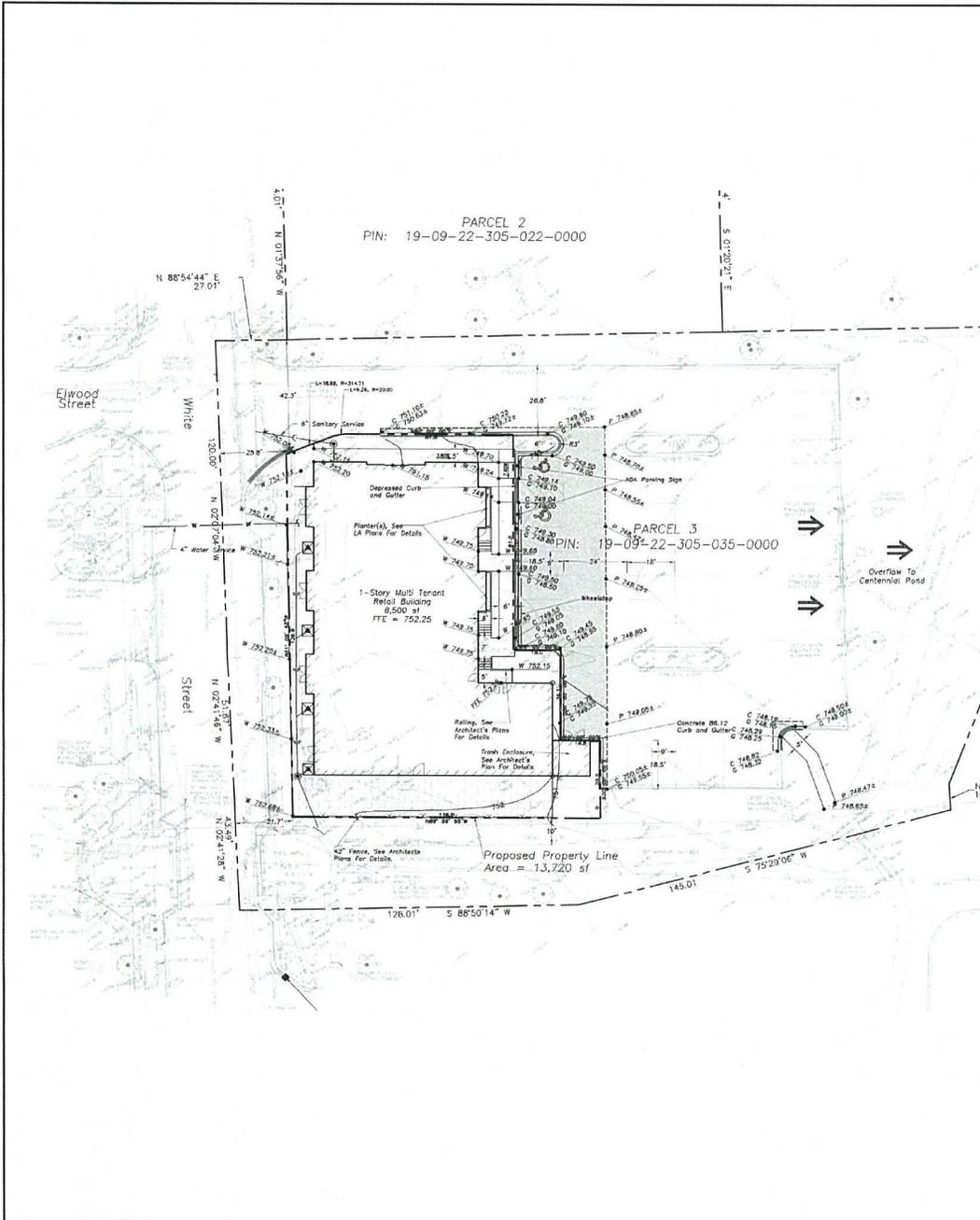
0 0.02 0.04 Miles



Projection

WGS_1984_Web_Mercator_Auxiliary_Sphere

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LEGEND

EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Val	Val
Area Drain	Area Drain
Open Gut	Open Gut
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wire	Overhead Wire
Overhead Cable (Bolted)	Overhead Cable (Bolted)
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Open Vault	Open Vault
Bus Stop	Bus Stop
Downspout	Downspout
Bedford	Bedford
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
Control Valve	Control Valve
Hand Hole	Hand Hole
Light Pole	Light Pole
Light Pole w/ Hand Arm	Light Pole w/ Hand Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Asphalt Parking Strip	Asphalt Parking Strip
Curb & Gutter	Curb & Gutter
Depressed Curb	Depressed Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Pavement Elevation	Pavement Elevation
Slabtop Elevation	Slabtop Elevation
Ground Elevation	Ground Elevation
Top of Mainline Man Elevation	Top of Mainline Man Elevation
Grade	Grade
Center Line	Center Line
Decorative Tree	Decorative Tree
Contour Line	Contour Line
Boundary	Boundary
Top Protection	Top Protection
Finishing of Drop Line	Finishing of Drop Line

PAVING & SURFACE LEGEND

Asphalt Pavement Section	1 1/2" Hot Mix Asphalt/MS D, E-8.5, NSD
	2 1/2" Hot Mix Asphalt, E-19.0, NSD
	Prime Coat (0.25 gal/sq yd)
	4" Aggregate Base Course, Type II, Crushed, CA-11
	4" Drainage Course, CA-7
	Non-Woven Geotextile Fabric, S w/2/sy
Concrete Sidewalk Section	5" Portland Cement Concrete
	6"x6" W1 x W1.4 Winked Wire Fabric
	2" Aggregate Base Course, Type II, Crushed
Special Sidewalk Section	See Architect's Plans For Details
Stormwater Overflow Flow Path	
Ridge Line/High Point	



145 ECHMERE DRIVE, SUITE A
GRANDSLAKE, ILLINOIS 60030
PHONE: (647) 223-8804
FAX: (647) 223-8864
WWW: INFO@EEA.LTD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184 D03220
EXPIRES: 04/30/2023

7 N. White Street
7 North White Street
FRANKFORD, ILLINOIS



No.	Date	Description

© Eriksson Engineering Associates, Ltd. 2022

Design by: CS Approved by: RS Date: 10/12/2022

Sheet Title:

SITE PLAN

Sheet No:

SP-01

Michael Schwarz

From: Dan Elliot <dan@integrusdevelopment.com>
Sent: Thursday, October 27, 2022 12:06 PM
To: Michael Schwarz
Cc: Jim Olguin
Subject: Re: FW: 7 N White street electric re-work

Mike,

Thanks very much for sending. This is extremely concerning. I've made no secret that this deal is very skinny and to be asked to spend an additional \$40k on an item that should have been investigated and divulged from the beginning, is frustrating. I'm open to suggestions/direction on how to address this, but we're not prepared to pay that amount.

Thx,
Dan





DAN ELLIOT

partner

m: 312-972-7978

w: www.integrusdevelopment.com

a: 3057 W Diversey Ave, Chicago, IL 60647



On Thu, Oct 27, 2022 at 11:49 AM Michael Schwarz <mschwarz@frankfortil.org> wrote:

Good Morning Dan,

Following up on the existing transformer question, our Public Works Department reached out to Excel Electric to obtain a cost estimate for relocation and re-routing of the underground electric lines. Please see the attached exhibit and cost estimate below for your project budgeting.

Please let me know if you have any questions. See you at the Plan Commission/Zoning Board of Appeals meeting this evening for the workshop discussion.

Kind Regards,

Mike

Michael Schwarz

From: Dan Elliot <dan@integrusdevelopment.com>
Sent: Friday, October 7, 2022 9:35 AM
To: Michael Schwarz
Subject: Re: Electrical box

Thanks Mike. I'll wait to hear from you on this.

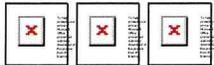
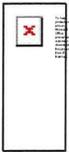
Have a nice weekend.

Dan

DAN ELLIOT

partner

m: 312-972-7978
w: www.integrusdevelopment.com
a: 3057 W Diversey Ave, Chicago, IL 60647



On Fri, Oct 7, 2022 at 9:23 AM Michael Schwarz <mschwarz@frankfortil.org> wrote:

Good Morning Dan,

Terry Kestel, the Superintendent of Public Works, has indicated that the box controls the parking lot lights, the lights at the Prairie Park gazebo, and the aeration pump in the pond. There are also lines that run under the parking lot that potentially will need relocation. Terry has asked Excel Electric to look into the possibility of moving this controller and will let me know their findings.

Mike

Michael J. Schwarz, AICP

Director of Community and Economic Development

VILLAGE OF FRANKFORT

432 W. Nebraska St. | Frankfort, IL 60423 | Ph: (815) 469-2177 | Fx: (815) 469-7999

From: Dan Elliot <dan@integrusdevelopment.com>
Sent: Thursday, October 6, 2022 2:05 PM

To: Michael Schwarz <mschwarz@frankfortil.org>

Subject: Electrical box

CAUTION: This e-mail originated outside of the Village's email system.

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Mike,

There has been some concern raised about the location of the electrical transformer on White st.(see attached photo) It technically lies on our parcel and would be directly in front of the building. What can be done about that?

Thx,

Dan



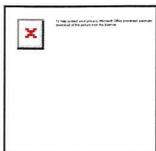
DAN ELLIOT

partner

m: 312-972-7978

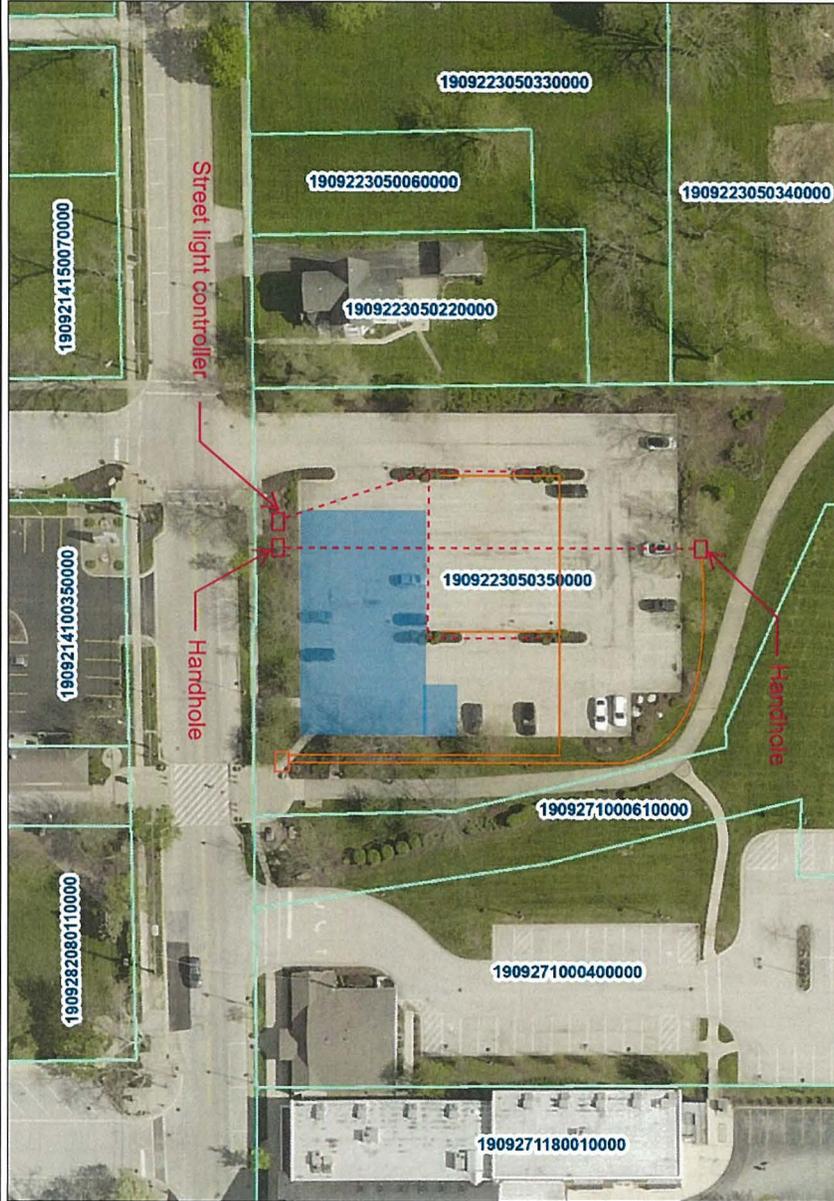
w: www.integrusdevelopment.com

a: 3057 W Diversey Ave, Chicago, IL 60647





7 North White Street



Legend

- Parcels LY
- Townships

Notes

Date: 6/9/2022

1: 1,128



Projection

WGS_1984_Web_Mercator_Auxiliary_Sphere

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Rob Piscia

From: Terry Kestel
Sent: Monday, October 31, 2022 12:01 PM
To: Rob Piscia
Subject: FW: 7 N White street electric re-work
Attachments: We sent you safe versions of your files; 7 N White street proposal binder.pdf

Terry Kestel
Public Works Superintendent

[VILLAGE OF FRANKFORT](#)
432 W. Nebraska St. | Frankfort, IL 60423 | Ph: (815) 469-2177 | Fx: (815) 469-7999

From: John Benton <john@excelel.com>
Sent: Wednesday, October 19, 2022 9:33 AM
To: Terry Kestel <TKestel@frankfortil.org>
Subject: FW: 7 N White street electric re-work

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Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Terry,

Attached is the map of 7 North White Street. In dashed red is the existing layout of the electric that feeds the four parking lot lights, the gazebo, and the pond aerator system. The new building outline conflicts with the underground feeder to the gazebo and pond pump. Also, the parking lot light feeds would need to be re-worked depending actual location of the building.

If the existing street light controller needs to be eliminated, I would abandon the underground electric feeds coming out of the controller and re-feed everything from the other controller by the clock. The new routes are shown in solid orange.

I would budget the following for re-working the electric. I would have the new conduits directional bored to keep the landscape restoration to a minimum:

Directional boring - \$12,000.00
Conduit - \$3900.00
Wire - \$4875.00
Labor - \$10,800.00
Landscape restoration - \$5000.00

Total budget - \$36,575.00

This would be worst case scenario. The cost is based on re-working the feeds to the four parking lot lights. Depending on the actual location of the feeds with the new building outline they may not all need to be replaced or re-worked. Give me a call with any questions or if you want to meet at the parking lot and review.

Thanks

John Benton



24 W Sangmeister Road

Frankfort, IL 60423

815.634.6799 (Direct) 815.464.5552 (Fax)

Memo

To: Village Board Committee-of-the-Whole
From: Michael J. Schwarz, AICP, Director of Community and Economic Development
Date: November 9, 2022
Re: Draft Annexation Agreement for Olde Stone Village First Addition

Olde Stone Village First Addition is a proposed 15-lot detached single-family residential subdivision located to the northeast of the existing western portion of Olde Stone Village. The proposed subdivision would extend Vienna Way north from its current terminus. If Vienna Way is ever extended through the Church of Latter Day Saints property to the north, a 16th buildable lot may be possible.

The Plan Commission conducted public hearings on the proposed rezoning on March 24, 2022 and June 23, 2022. The Plan Commission voted 5-0 to recommend the Village Board rezone the northern parcel (PIN: 19-09-31-400-016-0020) from the E-R Estate Residential District to the R-2 Single-Family Residential District, and to rezone the southern two parcels (PIN: 19-09-31-400-016-0010, 19-09-31-400-013-0000) from the default E-R Estate Residential District to the R-2 Single-Family Residential District upon annexation.

The Plan Commission also considered the Final Plat of Subdivision on June 23, 2022. (Note: Since that meeting, the applicant/developer has decided to only request approval of the Preliminary Plat of Subdivision at this time, in conjunction with and as an exhibit to the proposed annexation agreement.) The Plan Commission voted 3-2 to recommend Village Board approve the Final Plat of Subdivision for Olde Stone Village 1st Addition, in accordance with the reviewed plans and public testimony, subject to any necessary technical revisions prior to recording, conditioned upon final engineering approval, dedication of right-of-way for Wolf Road, legal documentation that the detention pond will be maintained by the Olde Stone 1st Addition HOA, the cul-de-sac be constructed as shown in the preliminary site plan reviewed by the Plan Commission on March 24, 2022, and the public utility and drainage easements in the rear yards of lots 5, 6, 7, and 8 not be expanded. The approved minutes from the March 24, 2022 and June 23, 2022 PC/ZBA meetings and the staff report for the most recent meeting are attached for reference.

The Draft Annexation Agreement is attached for review and discussion. The Village Attorney has reviewed the initial Draft and will review the final Draft prior to Village Board consideration. This is the first request for approval of an annexation agreement since the Iron Gate Estates Annexation Agreement was approved in 2017. Sections 8 and 9 have unique language to accommodate the future possibility of Vienna Way being extended to ultimately connect to Wolf Road, and Section 3 has also been added to incorporate new language requiring concurrent annexation to the Frankfort Park District.

If the Committee recommends approval of the Draft Annexation Agreement to the Village Board, then the State Statute required public hearing on the agreement would be published for the next available Village Board meeting, at which time the agenda would also include the necessary ordinances authorizing execution of the annexation agreement, annexing the territory, and rezoning the property to R-2. A separate motion to approve the Preliminary Plat of Subdivision would also be included on the agenda.

DRAFT

LIST OF EXHIBITS
OLD STONE VILLAGE 1ST ADDITION SUBDIVISION
ANNEXATION AGREEMENT

<u>EXHIBITS</u>	<u>DESCRIPTION</u>
Exhibit A	Legal Description of Territory
Exhibit B	Plat of Annexation
Exhibit C	Petition for Annexation
Exhibit D	Preliminary Plat of Subdivision
Exhibit E	Declaration of Covenants, Conditions, Restrictions and Easements
Exhibit F	School Contributions
Exhibit G	Park Contribution
Exhibit H	Jackson Creek Lift Station Recapture Agreement
Exhibit I	Landscape Plan

ANNEXATION AGREEMENT
FOR
OLD STONE VILLAGE 1st
ADDITION SUBDIVISION
FRANKFORT, ILLINOIS

Prepared by and Mail to:

Village of Frankfort
432 W. Nebraska St.
Frankfort, IL 60423

(Above Space for Recorder's Use Only)

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this "Agreement") is made and entered into on this ____ day of _____, 2022 (the "Effective Date") by and between the VILLAGE OF FRANKFORT, a municipal corporation, located in the Counties of Will and Cook, State of Illinois (hereinafter referred to as the "VILLAGE"), and Olde Stone Development, LLC (hereinafter referred to as "DEVELOPER").

WITNESSETH:

WHEREAS, as of the Effective Date, Juan A. Garcia, Jr. (hereinafter referred to as "OWNER") is the owner of record of real estate legally described in Exhibit "A," which is attached hereto and by reference, incorporated herein, and commonly known to be located on the west side of Wolf Road at the northern terminus of Vienna Way and is designated for real estate tax purposes with Permanent Index Numbers (PINS) 19-09-31-400-013-0000 and 19-09-31-400-016-0010 (hereinafter referred to as the "TERRITORY"); and

WHEREAS, the TERRITORY is comprised of approximately eight and three quarters (± 13.79) acres, more or less, and is shown on the Plat of Annexation (Exhibit "B") attached hereto, and by reference, incorporated herein; and

WHEREAS, the OWNER has filed a Petition to Annex the TERRITORY to the VILLAGE pursuant Section 5/7-1-8 of the Illinois Municipal Code (65 ILCS 5/1-1-1 et seq.) and represents there are no Petitions filed to Annex the TERRITORY to any other municipality, and said Petition is shown on Exhibit "C" which is attached hereto, and by reference, incorporated herein; and

WHEREAS, the OWNER represents no elector(s) reside on the TERRITORY; and

WHEREAS, the TERRITORY is contiguous with the existing corporate limits of the VILLAGE and is not within the corporate limits of any other City or Village and the contiguity of the TERRITORY is adequate; and

WHEREAS, the annexation of the TERRITORY shall extend the corporate limits of the VILLAGE to the far side of any adjacent highway or road not previously annexed to another municipality; and

WHEREAS, the corporate authorities of the VILLAGE have determined the annexation of the TERRITORY upon the terms and conditions hereinafter set forth will promote the appropriate growth of the VILLAGE, facilitate the controlled development of the TERRITORY, and otherwise further the best interests of the VILLAGE; and

WHEREAS, the OWNER and DEVELOPER desire to annex the TERRITORY pursuant the terms and conditions set forth in this Agreement and agrees to develop the TERRITORY with zoning uses and design generally consistent with all criteria contained in this Agreement, including the Preliminary Plat of Subdivision (hereinafter referred to as the "PRELIMINARY PLAT") which is attached hereto, marked Exhibit "D" and by reference, incorporated herein, and the Declaration of Covenants and Restrictions, which is attached hereto, marked Exhibit "E" and by reference incorporated herein; and in compliance with all current VILLAGE requirements. The VILLAGE'S regulations and standards are not intended to preclude any standards set forth in this agreement which may exceed the VILLAGE'S regulations and standards; and

WHEREAS, the VILLAGE duly provided notice and conducted public hearings regarding the zoning for the TERRITORY at the March 24, 2022 and June 23, 2022 Plan Commission/Zoning Board of Adjustments meetings, and duly provided notice and conducted a public hearing regarding this Annexation Agreement on _____, 2022, pursuant to the ordinances of the VILLAGE and the laws of the State of Illinois.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, OWNER/DEVELOPER and VILLAGE agree as follows:

1. **INCORPORATION OF PREAMBLE.** That the foregoing Preamble is incorporated and by reference, made a part of this Agreement.

2. **ANNEXATION TO VILLAGE.** Upon the execution of this Agreement by the OWNER/DEVELOPER and the VILLAGE, the VILLAGE agrees to immediately annex the TERRITORY into the corporate limits of the VILLAGE

pursuant to the Petition for Annexation and subject to the terms of this Agreement.

3. **VILLAGE ORDINANCES, RESOLUTIONS, POLICIES, AND PRACTICES.** Unless specifically provided for in this Agreement, this annexation is subject to all applicable VILLAGE ordinances, resolutions, policies, and practices of the VILLAGE.

4. **ANNEXATION TO PARK DISTRICT.** Upon the execution of this Agreement by the OWNER/DEVELOPER and the VILLAGE, the OWNER/DEVELOPER agrees to file a petition to annex the TERRITORY into the Frankfort Park District within 30 days, unless the Frankfort Park District annexes the TERRITORY first.

5. **ZONING.** The VILLAGE shall, immediately after the annexation of the TERRITORY, classify and zone the TERRITORY under the R-2 Single-Family Residential Zoning District of the Village of Frankfort Zoning Ordinance, Ordinance No. 1872, as from time to time amended.

6. **SUBDIVISION PLATS.**

5.1 **PRELIMINARY PLAT APPROVAL.** The VILLAGE shall immediately after rezoning the TERRITORY, approve the Preliminary Plat of Subdivision (Exhibit "D"), which shall provide the OWNERS/DEVELOPER not more than sixteen (16) single family lots of not less than 15,000 square feet in size with final design subject to compliance with the Subdivision Covenants and Restrictions (Exhibit "E"), all applicable Village Ordinances and regulations, as amended from time to time, subject to Village staff and Village Engineer review and approval, and the provisions of this Agreement.

5.2 **FINAL PLAT APPROVAL.** The Final Plat of Subdivision shall conform to the requirements of this Agreement and shall be in general conformance with the approved Preliminary Plat of Subdivision. OWNERS/DEVELOPER shall dedicate on the Final Plat of Subdivision right-of-way for Wolf Road, as directed and approved by the VILLAGE.

6. **SUBDIVISION DESIGN STANDARDS.** The OWNER/DEVELOPER shall comply with this Agreement as well as all building and architectural design and construction and component standards, structural elevation diversity standards, landscaping requirements, building and construction codes, ordinances and regulations of the VILLAGE, and the Will County Stormwater Ordinance, as from time to time amended.

7. **RESTRICTIVE COVENANTS.** Within 30 days of recording the final plat of

subdivision for the TERRITORY, the OWNER/DEVELOPER shall record restrictive covenants in the form attached hereto and incorporated herein as Exhibit E. Except as provided in the following sentences, the OWNER/DEVELOPER agrees the covenants and restrictions set forth in Exhibit E shall not and cannot be amended at any time without the express approval of the VILLAGE. Any amendments to the covenants and restrictions may be initiated by the DEVELOPER or by the Homeowner's Association, and must be submitted to the Village in writing for review. The Village Board shall approve or deny the proposed amendments within 30 days of the request. VILLAGE approval shall not be required to amend provisions that relate to membership in the Homeowner's Association nor the internal operations of the association.

8. **HOMEOWNER'S ASSOCIATION.** The OWNER/DEVELOPER shall incorporate a Homeowner's Association which shall include all lot owners in the subdivision. The Homeowner's Association shall, among other things, have the responsibility to maintain the landscaping and/or other improvements located within landscape easements, tree preservation areas, property used for stormwater management and public utility easement (Outlot A on Preliminary Plat), drainage and conservation easement (Outlot B on the Preliminary Plat), and a cul-de-sac island (Outlot D on Preliminary Plat), and any entry monument(s) that may be constructed. The Homeowners Association shall retain title to Outlots A, and B as identified on the Preliminary Plat. The OWNER/DEVELOPER shall retain ownership of Outlot C to accommodate the potential future conversion to a buildable lot (see Section 9 below) but may transfer title to the Homeowner's Association at any time. In such event, the Homeowner's Association shall assume the aforementioned maintenance responsibilities for Outlot C.

OWNER/DEVELOPER shall grant to the VILLAGE appropriate easements which allow the VILLAGE access to such landscape areas, but which do not obligate the VILLAGE to maintain such landscape areas. The Association so incorporated by OWNER/DEVELOPER, shall be given the powers, among other things, to assess fees against residential lots within the TERRITORY for the furtherance of its maintenance responsibilities under this Paragraph 7, and to secure any default or delinquency in the payment of the fees so assessed by filing liens against the defaulting or delinquent residential lots. Furthermore, OWNER/DEVELOPER shall, by recording an appropriate restrictive covenant, grant the VILLAGE the right, but not the obligation, to exercise any and all power held by such homeowner's association after turnover by the OWNER/DEVELOPER, including the filing of liens. Prior to the execution of the Final Plat for the development, the Homeowner's Association will ratify, affirm and agree to be bound to all terms and provisions of this Agreement.

In the event funds held by the Homeowners Association are insufficient to reimburse the VILLAGE for any and all of its reasonable costs associated with required property maintenance, each lot owner shall be liable and responsible for the shortfall. The VILLAGE shall have the right to place a lien on any or all of the

residential lots in the subdivision and to foreclose on said lien as if said lien is a mechanic's lien as defined by Illinois Statute, provided such lien shall be subordinate to the lien of a mortgagee.

9. OUTLOT C CONVERSION TO A BUILDABLE LOT.

9.1 As depicted on the Preliminary Plat of Subdivision, Outlot C has been reserved for potential future conversion to a buildable lot for detached single-family residential use. Ownership and maintenance of Outlot C shall remain with the OWNER/DEVELOPER unless title is later transferred to the Homeowner's Association in accordance with Section 8 above. If the ownership of Outlot C is later transferred to the Homeowner's Association, it may not be converted to a buildable lot. If and when Vienna Way is extended to Wolf Road through the property to the north (Church of Latter Day Saints property) the OWNER of Outlot C shall have the right to file with the VILLAGE a request for a Plat of Vacation to vacate that portion of the Vienna Way right-of-way to eliminate the cul-de-sac and landscape island to combine said portion with Outlot C, such that Outlot C when combined with the vacated right-of-way, and following the purchase of said right-of-way from the VILLAGE, shall become a buildable lot. The process for said request for vacation of right-of-way shall be in accordance with VILLAGE requirements and State of Illinois statutes. The OWNER/DEVELOPER shall fully landscape Outlot C concurrent with other required landscaping per the approved Landscape Plan.

10. LETTER OF CREDIT.

10.1 Prior to releasing or recording of any Final Plat of Subdivision, the OWNER/DEVELOPER shall waive any statutory rights it may have regarding the issuance of a letter of credit and agrees to provide the VILLAGE with an auto-renewing, irrevocable Letter of Credit in a form acceptable to the VILLAGE and issued by a bank or financial institution, approved by the VILLAGE (hereinafter sometimes referred to as "Letter of Credit") in an amount equal to one hundred fifteen (115%) percent of the approved estimates of costs for all improvements benefiting the public (hereinafter sometimes referred to as "Public Improvements") associated with the development. These improvements include, but are not restricted to, all street lighting, sidewalks, curb and gutter, sanitary sewer and potable water, lines/mains, storm sewer, storm water retention and detention facilities, tree preservation measures and landscaping improvements.

- 10.2 The estimate of costs for public improvements shall be initially prepared by the OWNER/DEVELOPER'S engineer according to the costs for similar projects determined over the preceding year's time and the project bids actually received by the OWNER/DEVELOPER and shall then be submitted to the VILLAGE for ultimate determination and approval, which approval shall not be unreasonably withheld.
- 10.3 The Letter of Credit shall constitute an unconditional guarantee by both the OWNER/DEVELOPER and the issuer of the Letter of Credit that all public improvements covered thereby will be fully constructed by the OWNER/DEVELOPER pursuant to this Agreement and the applicable VILLAGE Ordinances, and regulations, and shall be fully completed within one (1) year from the Final Plat approval for the TERRITORY, except as otherwise indicated herein. Should the OWNER/DEVELOPER fail or default in the completion of the public improvements and/or the performance of such obligations within the permitted time, as determined by the VILLAGE, then the VILLAGE may draw upon funds from the Letter of Credit to the extent necessary to complete or repair any and all of the improvements, perform the other obligations and requirements of the OWNER/DEVELOPER under this Agreement secured thereby, provided the VILLAGE first gives a 30 day written notice by registered mail to OWNER/DEVELOPER and the Bank regarding any intent to draw upon said Letter of Credit. During said 30-day period, OWNER/DEVELOPER shall have the right to cure any failure or default in its obligation to complete the public improvements thereby secured.
- 10.4 The OWNER/DEVELOPER and issuer of the Letter of Credit shall be relieved of all continuing responsibility under the Letter of Credit provided the OWNER/DEVELOPER has fully performed all its obligations under this Agreement, and the VILLAGE has accepted by official action of the corporate authorities all public improvements which are required to be constructed and are secured by the Letter of Credit, and all warranty work for public improvements has been performed by OWNER/DEVELOPER and approved by the VILLAGE and all the other OWNER/DEVELOPERS' obligations secured by the Letter of Credit under this Agreement are complete. The VILLAGE will, however, upon the satisfactory completion of a major portion of the public improvements required with the development of the TERRITORY, reduce, on no more than three (3) occasions, the Letter of Credit in an amount proportional to the work then completed, as determined by the VILLAGE engineer, and further that the VILLAGE need not consider such reductions more frequently than once per month.

Notwithstanding the foregoing, the VILLAGE shall be entitled to retain fifteen (15%) percent of the original Letter of Credit amount to perform such warranty work in the event that the OWNER/DEVELOPER fails to do so. Upon the expiration of the OWNER/DEVELOPER's warranty obligations hereunder and payment of all amounts and completion of all other obligations further secured by the Letter of Credit, the VILLAGE shall upon request, promptly release any remaining retained amounts under the Letter of Credit.

11. **PUBLIC IMPROVEMENTS AND EASEMENTS.**

- 11.1 **EASEMENTS.** At its sole cost and expense, the OWNER/DEVELOPER shall secure all on and off site Permanent Public Utility Easements necessary or convenient, to complete and construct public improvements, as shown on the approved final engineering plans, including but not limited to any offsite easement(s) necessary or convenient, as the case may be, to complete the improvements as shown on the approved set of final engineering plans. Any Public Utility Easements granted to the VILLAGE shall allow, among other things, sanitary and storm sewer mains/lines and potable water mains and pipelines together with all necessary or convenient above ground appurtenances or structures to those facilities on or within the Easement. All Public Easements shall be in a form acceptable to and pre-approved by the VILLAGE.

In the event that an off-site easement for Public Utilities is needed over parcels that have not yet been annexed to the VILLAGE, the OWNER/DEVELOPER shall obtain from the owners of such parcels such easements as a condition of annexation.

In the event that the OWNER/DEVELOPER is unable to obtain any easements necessary and convenient for the development of the TERRITORY or for the installation and construction of on-site and off-site public improvements, the VILLAGE may, but is under no obligation, upon request from the OWNER/DEVELOPER, exercise its powers of eminent domain to obtain such easements in the manner and to the extent provided by law, provided, however, that the OWNER/DEVELOPER shall fully reimburse and pay the VILLAGE, in full, within thirty (30) days of invoice, any judgments or settlements together with all its costs associated therewith, including but not limited to engineering, appraisal, legal and other professional fees and expenses, and the OWNER/DEVELOPER shall post a Letter of Credit with the Village to cover any such VILLAGE expenses related thereto. Any settlements must be approved by OWNER/DEVELOPER in writing.

11.2 USE OF AND CONNECTION TO VILLAGE UTILITIES.

- A) Subject to capacity of its wastewater treatment facilities and adequacy of supply of potable water systems, the TERRITORY shall be serviced exclusively by the VILLAGE operated sanitary sewer and water facilities.
- B) Upon final engineering approval for the development, the OWNER/DEVELOPER shall file applications for permits to construct all on-site and off-site, as the case may be, sewer and water mains and interconnect such sewer and water at the points of connection specified in final engineering plans, once all necessary regulatory approvals are obtained. No users shall be permitted to connect to the sewer and water mains until the VILLAGE has inspected and approved all such mains and lines and the mains and lines have received final regulatory approval from the Illinois Environmental Protection Agency. The OWNER/DEVELOPER may at the VILLAGE'S request, oversize or improve VILLAGE utilities beyond what is needed to service the development, subject to recapture from any benefiting properties.

11.3 POTABLE WATER CONNECTION POINT/EXTENSION. At its sole cost and expense, the OWNER/DEVELOPER shall install water main(s) in accordance with plans as approved by the Village engineer.

11.4 SANITARY SEWER CONNECTION POINT/EXTENSION. At its sole cost and expense, the OWNER/DEVELOPER shall extend the sanitary sewer main in accordance with plans as approved by the Village engineer.

11.5 IMPROVEMENTS BENEFITING THE PUBLIC.

- A) For purposes of this Agreement, including as it relates to Letters of Credit, the OWNER/DEVELOPER and VILLAGE agree the terms, "improvements benefiting the public" and "Public Improvements", are synonymous and include but are not limited to both improvements and/or property to be dedicated to the VILLAGE and/or other governmental bodies, as well as improvements or structures to be constructed on property, which will not be publicly dedicated and will remain privately held but benefit the residents of the TERRITORY and/or the public at large. Examples of improvements on property to be publicly dedicated include, but are not limited to, a) potable water, sanitary and storm sewer lines, mains, structures and systems; b) storm water management facilities, structures and systems; c) complete landscaping of all property to be dedicated

to the VILLAGE or other governmental entities. Examples of improvements benefiting the public but placed on property not being publicly dedicated include, but are not limited to, a) storm water management facilities, structures and systems, storm water retention and detention facilities; b) public utility easements; c) common areas; d) tree preservation measures; e) complete landscaping of 1) all easements; 2) storm water management areas and 3) common areas 4) cul-de-sac islands 5) landscaping for double frontage yard and other buffer yards in accordance with approved landscape plans.

B) The OWNER/DEVELOPER shall construct all on and off-site public improvements in conformance with Village Ordinances and regulations, as amended from time to time, and pursuant to plans and specifications reviewed by and if acceptable, approved by the VILLAGE which shall not be unreasonably withheld.

11.6 SIDEWALKS. OWNER/DEVELOPER shall design and construct to VILLAGE standards a five (5') foot sidewalk and crosswalks as appropriate within the subdivision. Sidewalks in the subdivision shall be constructed by the OWNER/DEVELOPER at such times as is directed by the VILLAGE. All sidewalks shall be constructed within one (1) year of issuance of eighty (80%) percent of occupancy permits, or within five (5) years of the issuance of the first building permit, whichever occurs sooner.

11.7 RECAPTURE FOR PUBLIC UTILITIES AND IMPROVEMENTS. Except as provided below, prior to release or recording of the Final Plat of Subdivision of this TERRITORY, OWNER/DEVELOPER shall pay a recapture cost to the following recapturing parties for installation of all public utilities and improvements installed prior to the development of the TERRITORY but which benefit the TERRITORY.

Recapture fees currently due include:

a. Village of Frankfort Jackson Creek Lift Station - described in Exhibit "H", attached hereto, and by reference, incorporated herein.

VILLAGE Ordinance #1621, described in Exhibit "I", attached hereto, and by reference, incorporated herein.

$\$117.30 \times 13.70 \text{ acres} = \$1,607.01$

OWNER shall file with VILLAGE a receipt of its payment of such Recapture amounts in a form acceptable to VILLAGE.

- 11.8 ELECTRIC, GAS, TELEPHONE, CABLE T.V. All on-site electric, natural gas, cable television and any other non-VILLAGE owned and/or operated utility servicing the TERRITORY shall be by underground installation and pursuant to the requirements of the respective utility company or conformance with such utility's agreement with the VILLAGE. The OWNER/DEVELOPER, at its sole cost and expense, shall obtain any and all on and off-site Easements necessary or convenient for the installation of such utilities and secure all necessary permits.
- 11.9 LANDSCAPING. In accordance with the VILLAGE'S Landscaping Regulations, the OWNER/DEVELOPER shall be required to install landscaping substantially in accordance with the approved landscape plan attached hereto as EXHIBIT I, which plan shall include all lands to be dedicated to the Village and Frankfort Park District and a) a street tree master plan providing for appropriate parkway plantings; b) appropriate landscaping for double frontage lots and buffer yards; c) appropriate landscaping around the perimeter of any of the retention/detention or other storm water management ponds or areas; d) all cul-de-sac islands; e) entry way landscaping; and f) landscape buffers for adjacent land owner(s). Notwithstanding anything contained herein to the contrary the OWNER/DEVELOPER shall not be responsible for installing parkway trees on any lot prior to construction of a residence thereon; however, except as stated herein, parkway trees must be planted on each lot prior to issuance of a final occupancy permit for said lot. In cases of inclement weather, a conditional occupancy permit will be issued conditioned upon planting of street trees within 6 months of permit issuance. OWNER/DEVELOPER shall warranty all landscaping for one (2) years. VILLAGE will not charge a cash-in-lieu of replacement fee under §158.07.D.7.a, provided landscaping is completed in accordance with the proposed and approved plans and further, OWNER/DEVELOPER warrants it will direct its contractors to conduct any and all grading activities within or near the preservation easements at the highest level of care to prevent damage to existing vegetation preserved within the easement.
- 11.10 WARRANTY. The OWNER/DEVELOPER warrants and represents to the VILLAGE it shall repair or at the VILLAGE'S sole discretion, replace, any and all defects in labor, equipment, material or workmanship to any public improvements within the TERRITORY for a period of two (2) years from the date of the final acceptance

by official action of the corporate authorities of such improvements by the VILLAGE, except the OWNER/DEVELOPER identically warrant to repair or at the VILLAGE'S discretion replace all roads, for a period of two (2) years from the date of such final acceptance. The OWNER/DEVELOPER further warrants that the landscaping of the stormwater management area be secured with a bond or security deposit in an amount equal to 115% of the cost of installation of the landscaping.

12. **STOCK PILES.** OWNER/DEVELOPER agrees that any dirt stock piles resulting from the development of the TERRITORY shall be located in places as designated and approved by the VILLAGE, and for reasonable time periods not to exceed one (1) year from the date of issuance of the first building permit in the particular phase, unless an extension is agreed to by the VILLAGE. OWNER/DEVELOPER shall secure the stockpile relocation as an item covered by the letter of credit, as provided for in Section 8 herein, in an amount no less than \$50,000. In addition, the VILLAGE, upon thirty (30) business days advance written notice to OWNER/DEVELOPER, shall have the right enter the property to perform the functions that the DEVELOPER is required to perform, and may draw upon the Letter of Credit provided for in this Agreement to relocate or remove any dirt stock piles which results from the development should they not be placed in an approved location, the piles are causing a storm water drainage problem, they have become unsightly due to growth of weeds or other unmaintained vegetation, or the pile remains in place beyond the time period specified by the VILLAGE; provided, however, that the VILLAGE will not draw upon the Letter of Credit if OWNER relocates or removes the stock piles as directed by the VILLAGE within the thirty (30) business days notice period.

Three years after the issuance of the first building permit in the subdivision, OWNER/DEVELOPER shall restore any remaining vacant lots to a flattened subgrade, in accordance with the approved engineering plan, provide black dirt cover and seed the lot(s) to establish a maintainable grass cover until such time the lot is built upon.

13. **SUBDIVISION SIGNAGE.** The OWNER/DEVELOPER shall follow and fully adhere to all VILLAGE requirements for signage, as provided under the VILLAGE'S Sign Ordinance, as from time to time amended except that the OWNER/DEVELOPER shall have the right to maintain one temporary subdivision sign advertising lot and home sales in the subdivision, provided each side of each sign shall not exceed 50 square feet or 8' above grade in height. Said sign may be maintained

for a period of not more than four (4) years following the date of this Agreement.

14. **CONTRIBUTIONS AND OTHER FEES.**

14.1 **SCHOOL CONTRIBUTIONS.** By separate agreements with the school districts in whose boundaries the TERRITORY is located, which agreements are collectively attached hereto, marked Exhibit F and incorporated herein, the OWNER/DEVELOPER shall make cash contributions and/or land donations to such school districts according to the terms of such separate agreements, which cash contributions or land donations shall satisfy all applicable Ordinances of the VILLAGE, as may be amended from time to time, and subject to annual increases as set forth by said Ordinances. The OWNER/DEVELOPER shall pay these contributions contemporaneously with the issuance of each building permit for each residential lot in the TERRITORY.

14.2 **LIBRARY CONTRIBUTIONS.** The OWNER/DEVELOPER shall make cash contributions to the Frankfort Library District pursuant to the following schedule of fees, payable contemporaneously with the issuance of building permits for each residential lot within the TERRITORY, pursuant to Resolution No. 06-02 and Ordinance No. 1212, as may be amended from time to time.

Library Contributions	
# of Bedrooms	Contribution
2	\$373
3	\$590
4	\$725
5	\$880

14.3 **RECREATIONAL LAND CONTRIBUTION.**

OWNER/DEVELOPER shall make cash contributions in lieu of land donation for recreational park purposes to the Frankfort Park District, in whose boundaries the TERRITORY is and/or will be located upon annexation to the Frankfort Park District. Said contributions shall be in accordance with the then existing standards established for park contributions, which shall satisfy all applicable Ordinances of the VILLAGE. The OWNER/DEVELOPER shall pay these contributions contemporaneously with the issuance of each building permit for each residential lot in the TERRITORY.

14.4 **PUBLIC PURPOSE CONTRIBUTION.** The OWNER/DEVELOPER shall make cash contributions in lieu of land donation for public

purposes to the VILLAGE in the amount of fourteen thousand five hundred thirty-eight dollars and eighty-eight cents (\$14,538.88). The public purpose contribution shall be paid to the VILLAGE prior to signing the final plat.

14.5 TRANSPORTATION FEE. The OWNER/DEVELOPER shall pay the VILLAGE a transportation fee to benefit the transportation system in the amount of thirteen thousand four hundred fourteen dollars and fifty-six cents (\$13,414.56) and paid to the VILLAGE prior to signing the final plat.

14.6 FIRE PROTECTION DISTRICT. The OWNER/DEVELOPER shall make cash contributions to the Frankfort Fire Protection District pursuant to the following schedule of fees, payable contemporaneously with the issuance of building permits for each residential lot within the TERRITORY.

Fire Dept. Contributions	
# of Bedrooms	Contribution
2	\$196.04
3	\$268.77
4	\$316.20
5	\$371.54

14.7 UTILITY IMPACT FEES.

A) Capacity Expansion Fees

Upon OWNER/DEVELOPER complying with all requirements pursuant to Village Ordinance, regulations and this Agreement to permit the VILLAGE to approve the Final Plat of Subdivision and subject to the VILLAGE then having sufficient sanitary sewer treatment capacity and potable water supply to serve the TERRITORY, the OWNER/DEVELOPER shall pay the VILLAGE capacity expansion fees in an amount no less than \$48,328 (\$863 per population), as then required by Ordinance, and as amended from time to time.

The capacity expansion fees are due as follows:

1. 50% due prior to VILLAGE signing the Final Plat (\$24,164 at current rates);
2. 50% due prior to VILLAGE executing the IEPA Application for Construction Permit (\$24,164 at current rates).

B) Utility Tap-On Fees

The OWNER/DEVELOPER shall pay the VILLAGE utility tap-on and connection fees (sewer and water, currently \$4,000 total per single family residence using 1" water tap and 6" sewer tap) as stipulated by ordinance and from time to time amended. The utility tap-on fees are due at the time of issuance of building permits.

15. **APPLICABILITY OF VILLAGE CODES, ORDINANCES AND SIGNAGE.**

15.1 VILLAGE ORDINANCE AND CODES. The VILLAGE and the OWNER/DEVELOPER, except as otherwise specifically provided herein, shall comply with all applicable United States, and State of Illinois, statutes, laws and regulations and all Village Ordinances, Codes, Regulations, Resolutions and Policies, as from time to time adopted and/or amended, in the development of the TERRITORY.

16. **MISCELLANEOUS.**

16.1 VILLAGE STAFF AND PROFESSIONAL FEES AND COSTS. The OWNER/DEVELOPER shall promptly pay to the VILLAGE all VILLAGE fees associated with this TERRITORY, including but not limited to planning, engineering, inspection and legal services within thirty (30) days of invoice from the VILLAGE. All such costs and fees shall be billed at fair and reasonable rates which are charged for like non-governmental services. The OWNER/DEVELOPER agrees that if such costs and fees are not timely paid, the VILLAGE can suspend all performance under this Agreement, including but not limited to, any staff or professional reviews or requests for approvals.

16.2 GOVERNING LAW; ENFORCEMENT; REMEDIES. The laws of the State of Illinois shall govern the validity, performance and enforcement of this Agreement. Enforcement shall be by an appropriate action or actions to secure the specific performance of this Agreement, or to secure any and all other remedies available at law or in equity in connection with, the covenants, agreements, conditions, and obligations contained herein. Venue for any action is in the Circuit Court of Will County, Illinois.

A) In the event of a material breach of this Agreement, the parties agree that the defaulting party shall have thirty (30) days after notice of said breach to correct the same prior to the non-breaching party's seeking of any remedy provided for herein; provided, however, any breach by the OWNER/DEVELOPER reasonably but

solely determined by the VILLAGE to involve emergency, health or safety issues may be the subject of immediate action by the VILLAGE without notice or 30 day delay.

- B) In the event either the OWNER/DEVELOPER or VILLAGE in the performance of any of its obligations under this Agreement is delayed for causes which are beyond the reasonable control of the party responsible for such performance (which causes shall include, but not be limited to, acts of God; inclement weather conditions; strikes; material shortages; lockouts; the revocation, suspension or inability to secure any necessary governmental permit other than a VILLAGE license or permit; and any similar case,) the time for such performance shall be extended by a like amount of time of such delay.
- C) The failure of the parties 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.

16.3 INTEGRATION AND AMENDMENT.

- A) This Agreement, including all exhibits and attachments, supersedes all prior agreements and negotiations between the parties and sets forth all promises, inducements, agreements, conditions, and understandings between and among the parties relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between or among them, other than are contained in this Agreement, and the exhibits and attachments hereto. VILLAGE addition of or amendments to all ordinances and codes otherwise applicable to this development will apply to and be treated as amending this Agreement.
- B) Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by them or their successor in interest or their assigns.

16.4 INDEMNIFICATION. The OWNER/DEVELOPER indemnifies and holds the VILLAGE, its elected and appointed officials, employees, staff agents, and representatives, harmless from any and all claims, demands, suits, proceedings, and causes of action in any way related to, or having any logical or factual connection to or

association with this Agreement. The OWNER/DEVELOPER shall secure broad form general commercial insurance applicable to and insuring the VILLAGE for any claims associated with said OWNER/DEVELOPER related to this Agreement.

16.5 TIME IS OF ESSENCE. Time is of the essence of this Agreement and all documents, agreements, and contracts pursuant hereto.

16.6 NOTICE. All notices, elections, and other communications between the parties hereto shall be in writing and shall be mailed by certified mail, return receipt requested, with proper postage prepaid, or delivered personally, to the parties at the following addresses, or at such other address as the parties may, by notice, designate:

If to VILLAGE: Village Administrator
Village of Frankfort
432 W Nebraska St.
Frankfort, IL 60423

Village Clerk
Village of Frankfort
432 W Nebraska St.
Frankfort, IL 60423

With copy to: Jean A. Kenol
Mahoney, Silverman & Cross, LLC
822 Infantry Drive, Suite 100
Joliet, IL 60435

If to OWNER/DEVELOPER: Juan A Garcia, Jr.
11867 Elsie Blvd.
Frankfort, IL 60423

With copy to: Mark Berardelli
19363 Victorian Drive
Mokena, IL 60448

Notices shall be deemed received on the third business date following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

16.7 TERM OF AGREEMENT. This Agreement shall be valid and binding for a period of twenty (20) years.

- 16.8 ATTORNEYS' FEES. In the event a suit or proceeding is instituted regarding any matters contained in this Annexation Agreement or the development of the TERRITORY and the VILLAGE is a party in such proceeding, the OWNER/DEVELOPER shall pay the VILLAGE all of its costs and expenses associated with such proceeding, including its reasonable attorney, engineering and other expert witness fees and costs.
- 16.9 SUCCESSOR AND ASSIGNS. This Agreement shall be valid and binding upon, and shall inure to the benefit of, the OWNER/DEVELOPER, their successors and assigns, and is further intended to be binding upon each successive lot owner of the various lots of record created by the approval and recording of Final Plats, as well as the VILLAGE and its successor municipal authorities.
- 16.10 SEVERABILITY. This Agreement is severable. Should any provision of this Agreement, or application thereof to any party or circumstance, be held invalid and such invalidity does not affect other provisions or applications of this Agreement which can be given effect without the invalid application or provision, then all remaining provisions and applications of this Agreement shall remain in full force and effect.
- 16.11 EXECUTION IN CORPORATE CAPACITY. The OWNER/DEVELOPER agrees those individuals acting upon and signing this Agreement for the Village of Frankfort are acting solely in their respective corporate and representative capacities with the VILLAGE and shall not be individually or personally liable for the performance of any of the terms, conditions or obligations under this Agreement.
- 16.12 RECORDING. This Agreement shall be recorded by the VILLAGE with the Recorder of Deeds of Will County, Illinois.
- 16.13 AMENDMENTS. The parties agree that this Agreement and all Exhibits attached hereto may be amended only by mutual consent of the parties by the adoption of an ordinance or resolution of the VILLAGE approving said amendment or resolution, as provided by law, and the signing of said amendment by the parties hereto, or their successors in interest.
- 16.14 HEADINGS. The headings of the paragraphs of this Agreement are for convenience and reference only and do not form a part hereof and do not modify, interpret or construe the understandings of the parties hereto.

- 16.15 COUNTERPARTS. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.
- 16.16 ORIGINALS. This Agreement may be reproduced by means of carbons, Xerox process, electronic scan or otherwise. Each such reproduction, if manually executed by the parties, shall for all purposes be deemed, and the same is hereby declared, to be a duplicate original of this Agreement.
- 16.17 SINGULAR AND PLURAL. Terms used in this Agreement shall be read in the singular or the plural as may be appropriate to the context in which they are used.
- 16.18 WAIVER. No waiver by either party of any breach of any term or condition hereof shall be deemed a waiver of the same or any subsequent breach of the same or any other term or condition hereof. No term or condition of this Agreement shall be deemed waived by either party unless waived in writing.
- 16.19 ENTIRE AGREEMENT. Except as hereinafter expressly provided, this Agreement supersedes all prior agreements, negotiations and representations and is a full integration of the entire Agreement of the parties.

VILLAGE OF FRANKFORT

OWNER/DEVELOPER

By: _____
Village President

By: _____
Juan A. Garcia, Jr.

Attest: _____
Village Clerk

PREPARED BY AND RETURN TO:

Village of Frankfort
432 W. Nebraska Street
Frankfort, IL 60423
Attention: Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that Keith Ogle, as Village President of the Village of Frankfort, Illinois, and Katie Schubert, as Village Clerk of the Village of Frankfort, Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument on behalf of the Village of Frankfort as the free and voluntary act of said Village of Frankfort for the uses and purposes therein set forth; and the said Adam Borrelli, as Village Clerk then and there acknowledged that he, as custodian of the seal of said corporation, did affix the seal to the foregoing instrument as his free and voluntary act and the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2022.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for the said County and State aforesaid, do hereby certify that _____, as _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument on behalf of _____ as the free and voluntary act of said entity for the uses and purposes herein set forth.

Given under my hand and notarial seal this ___ day of _____, 2022.

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 50 ACRES THEREOF AND ALSO EXCEPTING THE NORTH 13.45 ACRES THEREOF) AND ALSO (EXCEPT THE SOUTH 302.14 FEET OF THE EAST 720.62 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AS CONVEYED BY DOCUMENT RECORDED AS R90-27506), AND ALSO (EXCEPT THE EAST 40 FEET AS CONVEYED BY DOCUMENT RECORDED AS R2005-215808), IN WILL COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 1/2 OF THE NORTH 13.45 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

RECEIVED
By Christopher Gruba at 11:54 am, Jun 23, 2022

PLAT OF ANNEXATION TO THE VILLAGE OF FRANKFORT, ILLINOIS

LEGEND

- 77.77' - MEASURED DATA
- (77.77') - RECORDED DATA
- ////// - EXISTING CORPORATE LIMITS OF THE VILLAGE OF FRANKFORT, ILLINOIS

PARCEL 1:
THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 50 ACRES THEREOF) AND ALSO EXCEPTING THE NORTH 13.45 ACRES THEREOF, AND ALSO EXCEPT THE SOUTH 302.4 FEET OF THE EAST 720.42 FEET OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AS CONVEYED BY DOCUMENT RECORDED AS PDS-27568, AND ALSO EXCEPT THE EAST 40 FEET AS CONVEYED BY DOCUMENT RECORDED AS PDS0523589, IN WILL COUNTY, ILLINOIS.

PARCEL 2:
THE WEST 1/2 OF THE NORTH 1/4 ACRES OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

SUBMITTED BY:
Old Stone Development
1925 Victorian Dr
Mokena, Illinois 60448

RETURN TO:
Village of Frankfort
432 West Main Street
Frankfort, Illinois 60423



TOTAL AREA OF ANNEXATION
= 13.79 ACRES

OWNERSHIP CERTIFICATE (PIN #19-09-31-400-016 & 19-09-31-400-013)
STATE OF ILLINOIS } SS
COUNTY OF _____

I, _____ DO HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND AS SUCH OWNER, SO HEREBY CONSENT TO THE ANNEXATION GRANTED BY THIS DOCUMENT.

DATED THIS _____ DAY OF _____, A.D. 20__.

OWNER _____

OWNER'S NOTARY CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF _____

I, _____ A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE PEOPLE WHOSE SIGNATURES APPEAR IN THE 'OWNERSHIP CERTIFICATE' ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS AND THAT THEY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE CASEMENT PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL IN _____ COUNTY, ILLINOIS THIS _____ DAY OF _____, A.D. 20__.

NOTARY PUBLIC _____

PRESIDENT AND BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF WILL _____

APPROVED AND ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL COUNTY, ILLINOIS AT A PUBLIC MEETING HELD:

THIS _____ DAY OF _____, 20__.

BY: _____ VILLAGE PRESIDENT

ATTEST: _____ VILLAGE CLERK

ORDINANCE NO. _____

DATE _____

EXHIBIT B

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS } SS
COUNTY OF WILL _____

I, ROBERT F. SLUIS, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT AS HEREON DRAWN IS A CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE FOREGOING CAPTION.

FURTHERMORE, I DESIGNATE THE VILLAGE OF FRANKFORT TO ACT AS MY AGENT FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

DATED THIS 26th DAY OF JANUARY, 2022.

BY: _____ ILLINOIS PROFESSIONAL LAND SURVEYOR

LICENSE NO. 035-003558
LICENSE EXPIRES NOVEMBER 30, 2022



DATE	BY	DESCRIPTION
11/09/21	RFS	ISSUE FOR REVIEW
1/26/22	RFS	REVISE PER VILLAGE
2/28/22	RFS	REVISE PER VILLAGE

MGA CIVIL ENGINEERING SURVEYING
M GINGERICH GEREUX & ASSOCIATES
Professional Design Firm License # 184.005003
P 815-478-9689 www.mga.com F 815-478-9685
29620 S. GOUGAR RD | MANHATTAN, IL 60442

IKON BUILDERS
MTR RFS
18/02 1/21

EXHIBIT C

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

**BEFORE THE CORPORATE AUTHORITIES OF
THE VILLAGE OF FRANKFORT, ILLINOIS**

IN THE MATTER OF:)

THE ANNEXATION OF CERTAIN)
TERRITORY TO THE VILLAGE OF)
FRANKFORT, WILL COUNTY,)
ILLINOIS.)

PETITION FOR ANNEXATION

TO THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF
FRANKFORT, WILL AND COOK COUNTIES, ILLINOIS.

NOW COMES the Petitioner(s) who request(s) the annexation of the Territory
hereinafter described to the Village of Frankfort, Will and Cook Counties, Illinois, and states:

1. That the Territory requested to be annexed to the Village of Frankfort is described in Exhibit A which is attached hereto and by reference, specifically made a part hereof.
2. That the Petitioner(s) are all of the owners of record of all land within the Territory to be annexed.
- ~~3. That the Petitioner(s) are at least fifty one (51%) percent of the electors residing on the Territory.~~

or

That no electors reside on the Territory.

(Strike One)

4. That the Territory is not within the corporate limits of any municipality nor is the Territory or any part thereof the subject of any petition of court proceeding for annexation to any other municipality.

WHEREFORE, the Petitioner(s) request(s) the Village of Frankfort to annex the Territory. DATED at Frankfort, Will County, Illinois, this 7TH day of NOVEMBER, 2018.

Petitioner(s)
(Property Owners)
(Not in Land Trust)

Petitioner(s)
(Electors residing on property)

Mark Berardelli
Signature

Signature

MARK BERARDELLI
Printed Name

Printed Name

19363 VICTORIAJ DE MOICENA IL
Printed Address

Printed Address

Juan Garcia
Signature

Signature

JUAN GARCIA
Printed Name

Printed Name

11867 ELISE BLVD FRANKFORT IL
Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

Printed Address

Printed Address

Signature

Signature

Printed Name

Printed Name

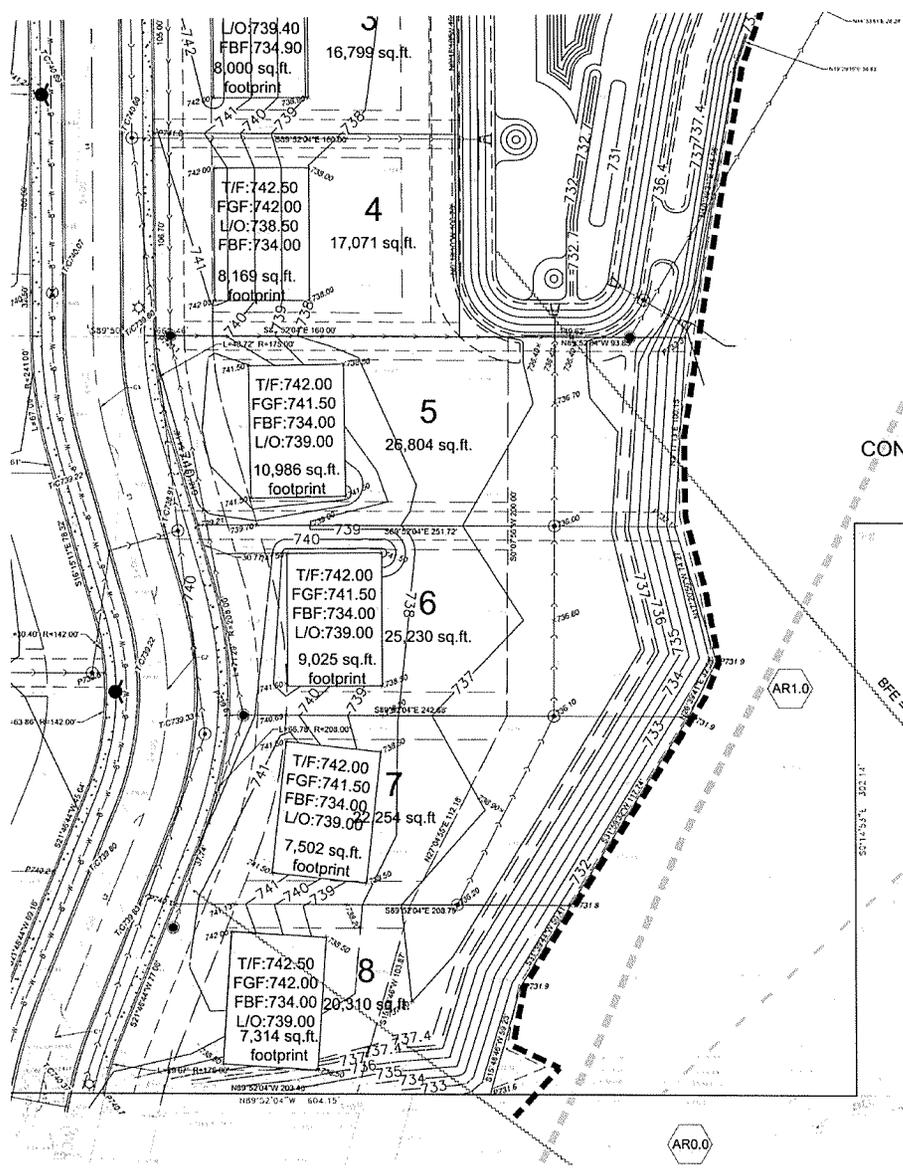
Printed Address

Printed Address

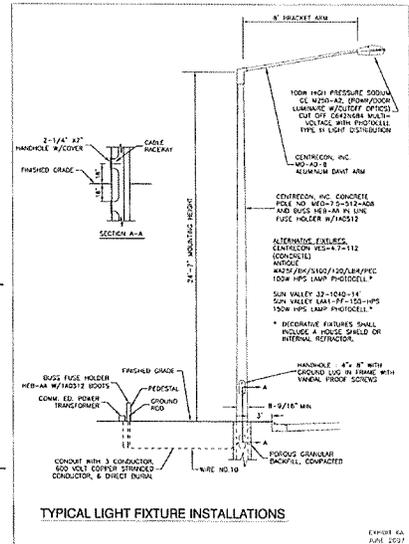
Petitioner
(If Property Owner a Land Trust)

(Complete Name of Trustee and Trust
Identification)

By: _____
(Signature of Trust Officer and Title)



**OUTLOT B
DRAINAGE &
CONSERVATION EASEMENT**
135,213 sq.ft.



NOTE: TO MATCH EXISTING STREETLIGHTS IN OLDE STONE VILLAGE

LEGEND:

- PR STORM SEWER
- PR STORM SEWER CLAND INLET
- PR STORM SEWER MANHOLE
- PR SANITARY SEWER
- PR SANITARY SEWER MANHOLE
- PR WATER MAIN
- PR FIRE HYDRANT
- PR STREET LIGHT
- PR OVERLAND FLOW ROUTE

DATE	BY	DESCRIPTION
02/22/22	EPH	AS BUILT FOR REVIEW
02/22/22	EPH	DESIGNED FOR REVIEW
02/22/22	EPH	DESIGNED FOR REVIEW
02/22/22	EPH	DESIGNED FOR REVIEW
02/22/22	EPH	DESIGNED FOR REVIEW
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02/22/22	EPH	DESIGNED FOR REVIEW
02/22/22	EPH	DESIGNED FOR REVIEW

CIVIL ENGINEERING SURVEYING

MGA

M GINGERICH GEREUX & ASSOCIATES

Professional Design Firm License # 184-000009
 P.E. # 184-000009

DESIGN: EPH	PROFESSIONAL DESIGN FIRM # 184-000009
DRAWING: MGP	
CHECKED: BPH	
APPROVED: EPH	

OLDE STONE VILLAGE 1st ADDITION
FRANKFORT, ILLINOIS

PRELIMINARY PLAT BACKYARD GRADING DETAIL

EXHIBIT E

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE
OLDE STONE VILLAGE 1ST ADDITION
FRANKFORT, ILLINOIS
OLDE STONE DEVELOPERS LLC, DEVELOPER

This Document prepared by
and Mail to:
Mark Berardelli
PO BOX 686
Mokena, Illinois 60448
708 774-9765

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR OLDE STONE VILLAGE SUBDIVISION, 1ST ADDITION
FRANKFORT, ILLINOIS**

THIS DECLARATION, made this ___ day _____, 2022, by **OLDE STONE DEVELOPERS LLC** (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the legal title holder to that certain real estate located in Frankfort, Illinois and known as the **OLDE STONE VILLAGE 1ST ADDITION** (hereinafter referred to as the "Subdivision"), described on **Exhibit A** attached hereto; and,

WHEREAS, The following covenants, restrictions, reservations, equitable servitudes, grants, easements and set back lines shall be considered as running with the land and shall be binding upon the respective Owners of said Lots, their heirs, executors, administrators, personal representatives, successors, trustees, mortgagors, grantees, lessees and assigns; and

WHEREAS, the purpose of this Declaration is to keep and maintain the subdivision as desirable, attractive, uniform and suitable in architectural design and use to prevent haphazard and inharmonious improvements thereto, to guard against the erection thereon of buildings built of improper or unsuitable materials, and to provide for the highest level and quality of improvements thereto, as more fully set below.

NOW, THEREFORE, Declarant hereby declares as follows:

DEFINITIONS

A.R.C. - Architectural Review Committee, as provided in Article III below.

Annexation Agreement - The Annexation Agreement entered into between the Village and the Developer recorded against the Subdivision, as Document No. in the office of the Will County Recorder of Deeds, as amended from time to time.

Association - The Olde Stone Village 1st Addition Homeowners' Association, its successors and/or assigns.

Common Areas - Outlot detention facilities, cul-de-sac islands, monument entryway signs, landscape easements, conservation easements, Parkway, and such other areas as may be delineated as a "Common Area" on the Plat.

Declarant - OLDE STONE DECVELOPERS, LLC, an Illinois Limited Liability Company, its successors and or assigns.

Declaration - This instrument and all exhibits hereto, as amended or supplemented from time to time.

Developer - OLDE STONE DEVELOPERS, LLC, and Illinois Limited Liability Company, its successors and/or assigns.

Development - The single family residential project as depicted on the Plat and approved by the Village of Frankfort.

Fund - The maintenance reserve fund, as set forth in Article V, paragraph 1 below.

Initial Purchaser - The grantee under a Deed to a Lot from the Declarant or its assignee to a third party.

Landscape Island - the landscaped center of cul-de-sacs, or otherwise as specified on the recorded plat.

Lot - a plot of land, as delineated on the recorded plat of subdivision of Olde Stone Village 1st Addition, except the common areas.

Lot Owner - an owner of record, whether one or more persons or an entity, of fee simple title to any lot in the subdivision. Also, 100% of the beneficiaries of an Illinois Land Trust and the beneficiaries of a self-declaration trust. Developer shall be deemed to be a Lot Owner with respect to each Lot owned by Developer.

Parkway - The real property located between the public street and the sidewalk in front of a Lot.

Plat of Subdivision - The Final Plat of Subdivision for Olde Stone Village 1st Addition, recorded on _____ with Will County Recorder as document number _____

Subdivision. or Olde Stone Village 1st Addition - As delineated on the Plat of Subdivision.

Village - The corporate authorities of the Village of Frankfort, an Illinois municipal corporation, their successors, and /or assigns.

ARTICLE I ACCEPTANCE BY GRANTEES

1. ACCEPTANCE OF DECLARATION

Each grantee of a Lot in this Subdivision, by the acceptance of a deed conveying any Lot in this Subdivision, shall accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, equitable servitudes, grants and easements herein contained, and by such acceptance shall for themselves, their heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees subsequent Owners of each said other Lots, to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitudes, and grants.

This Declaration shall be effective upon the filing of record of the same in the office of the Recorder of Deeds of Will County, Illinois.

2. DURATION & ENFORCEMENT

The covenants, conditions and restrictions contained herein, and all amendments thereto, shall be considered as appurtenant to and running with the land and be binding upon Declarant, its successors and assigns and all of the Lots in the subdivision, and subject to Article VII below, may be enforced by the Owner or Owners of any Lot in said subdivision, the Village of Frankfort, or by the Developer, its successors or assigns.

Should any provision of this instrument be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, (c) or any other statutory or common law rules imposing time limits, then such provisions shall be deemed to be operative only 17 years from the date of recording.

3. VIOLATIONS

In the event that the Owner of any Lot in the subdivision shall violate or attempt to violate any of the covenants, conditions and restrictions, controls and limitations contained herein, any Owner of any other Lot in the subdivision, the Village of Frankfort, Illinois, the Declarant, its successors or assigns, or the Developer, its successors or assigns, shall have the right to institute and carry through any proceeding at law or in equity in order to prevent, restrain, enjoin or remove any such violation or attempted violation, and recover such reasonable attorney fees, expenses and damages based on such violation or attempted violation.

4. INDEMNIFICATION BY OWNERS

Each Owner of a Lot shall indemnify and hold harmless the Declarant and the Developer against all liability relating to any matter in which they are not to be held liable as provided herein, and from and against any and all loss, cost or damage that may arise or be asserted against Declarant and/or Developer arising out of or relating to, the activities of said Owner, Owner's agents, employees, contractors, sub-contractors, suppliers, licensees, or guests, anywhere upon or about the Subdivision, including reasonable attorney's fees incurred in connection with the defense of any such claim.

5. SUBORDINATION TO MORTGAGEES

Any lien for unpaid charges and assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for charges and assessments authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

6. SEVERABILITY

In the event that a court of competent jurisdiction finds any section, part, provision, term or phrase of this Declaration unfounded or void, said findings shall not affect the validity or invalidity of the remainder hereof.

7. INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate its purpose;

8. VARIATION AND DEVIATIONS

Declarant hereby reserves the right to enter into agreements with the grantee of any Lot or Lots (without the consent of grantees of other Lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in the Article II provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining real property in the subdivision.

Except as provided in Article VI hereof, Declarant and grantees of all Lots further agree that no variation or departure from this Declaration shall be valid unless the same is approved, in writing, by the Village of Frankfort, whose approval shall not be unreasonably withheld, and evidence of such variation shall be filed in the office of the Recorder of Deeds of Will County, Illinois.

9. EXCLUSION FROM APPLICATION

The terms of this Declaration shall not apply to areas in the Subdivision which are now or hereafter conveyed and/or dedicated to or condemned by a municipality and/or county, state and/or federal government for roadway and/or public purposes.

ARTICLE II GENERAL RESTRICTIONS

1. SINGLE FAMILY RESIDENTIAL BUILDINGS ONLY

All lots shall be used for single-family residential dwellings only. No business or profession of any nature shall be conducted on any Lot or in any residence constructed on any Lot in this subdivision, except the business of the sale of houses in the subdivision. No room or rooms in any residence, garage, or parts thereof may be rented or leased and no paying guest shall be quartered in any residence. Nothing contained in the paragraph, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

None of said Lots as originally platted shall be divided or re-subdivided, except for the purpose of combining portions thereof with adjoining Lots, provided that no additional building area beyond that which would be allowed under the originally recorded final plat of subdivision. The intent of this provision being to prohibit the construction of a residence substantially larger than

the predominant character of the subdivision.

Any single ownership or single holding by any person or persons which composes the whole of one of said Lots (as originally platted and subdivided) and a part or parts of one or more adjoining Lots shall, by all purposes of this Declaration, be deemed to constitute a single Lot upon which only one single residential building may be erected, constructed or allowed to exist. However, nothing herein contained shall prevent the construction of one house on each Lot.

Anything to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent a Lot Owner from erecting a single family residential building on any Lot or Lots in the subdivision and using and maintaining, such building as a, sales office, model home, business office, storage area, construction office, for the purpose of the development and sale of homes in said subdivision. Provided, however, that nothing herein shall preclude an Owner from:

- (a) maintaining a personal professional library on their Lot;
- (b) keeping personal or business records on their Lot;
- (c) handling their personal business or professional calls or correspondence therefrom.

2. THREE (3) CAR GARAGE REQUIRED

As appurtenant to the residential building permitted by Paragraph (1) hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than three (3) standard size American made automobiles shall be constructed or erected, which garage must be attached to such residential buildings as an integral part thereof. Such garage shall not be used at any time as a residence, whether temporary or permanent. Such garage shall, in architectural design and in proportionate construction cost, conform to said residential building. Garages larger than three (3) cars in width must be side loaded. Residences with three-car garages shall use side loading if at all possible. All front loaded three-car garages must have a break in the roofline by stepping one stall back a minimum of one (1') foot.

3. PERMITTED CONSTRUCTION MATERIALS

All residences constructed on any Lot of said subdivision shall be of brick, stone, masonry, or wood construction only. These materials shall be submitted to and approved by the ARC. No manufactured, prefabricated or modular homes shall be constructed on any Lot in said subdivision, and no plywood, including reverse board and batten, aluminum or vinyl siding, shall be used on any structure erected on any Lot in said subdivision.

Each one story home shall only be constructed of brick, stone, or masonry materials. All one and one-half; two, or multi-story structures shall have, at a minimum, the entire first floor level constructed of brick, stone or masonry material. In cases where sight grading creates a lookout or walkout basement, the exposed exterior walls of said lookout or walkout shall also be constructed of brick, stone, or masonry materials.

Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of concrete, brick pavers, or other equivalent thereof. Asphalt driveways are prohibited.

4. ROOF CONSTRUCTION AND MATERIALS

Flat roofs shall not be permitted. No built-up roofs shall be permitted. The minimum roof pitch shall be 8/12 for all sizes of residences. Roofs shall be constructed of heavyweight architectural asphalt shingles, wood, slate or similar materials. Metallic roofing materials are prohibited.

5. MINIMUM LIVING AREA

In addition to all other requirements set forth in this Declaration, the following shall be the minimum living area sizes for residences in the subdivision:

- (a) A one-story residence shall contain at least twenty-eight hundred (2800) square feet of living area, exclusive of garage, breezeway, basement and porches.
- (b) A one and one-half story residence shall contain at least twenty-six hundred (2600) square feet of living area, not less than eighteen-hundred (1800) square feet of which shall be on the first floor, exclusive of garage, breezeway, basement and porches. For all the purposes of the Declaration, a one and one-half story residence shall be defined as a residence with a second floor above the first floor, which second floor is smaller in living area than the first floor, but not to include those buildings commonly described as multi-family, split-level, bi-level or tri-level.
- (c) A two-story residence shall contain at least three thousand (3000) square feet of living area, not less than eighteen-hundred (1800) square feet of which shall be on the first floor, exclusive of garage, breezeway, basement and porches. Residences which are commonly referred to as multi-family, split-level, bi-level or hi-level shall not be allowed in said Subdivision.

6. EXTERIOR COLOR PLAN

The ARC shall have final approval rights of all exterior color plans. Each Owner must submit a color plan (including samples) showing the color of the roof; exterior walls, shutters, trim, etc. to the ARC. The ARC shall consider the extent to which the color plan is consistent and in harmony with the homes in the surrounding areas and the extent to which the color plan conforms to the natural color scheme of and for the subdivision.

7. FOUNDATION, EXCAVATION AND SITE GRADING

The owner of any Lot in the Development on which any excavation or site grading activity is planned shall be solely responsible for ensuring that such excavation and/or grading activity takes place according to the Master Grading Plan submitted by the Developer to and approved by the Village of Frankfort; no building shall be constructed unless the top of the foundation, basement, and crawl space or base walls are in accordance therewith. Neither the Declarant nor the Developer can be held responsible for any failure of an individual owner to adhere to such Master Grading Plan. Individual Lot owners shall be fully responsible for adherence to the master grading plan and shall at all times develop and landscape their property in a fashion so as not to impede the uninterrupted flow of water to and from surrounding properties. It is strongly recommended that, prior to commencement of construction on any Lot, the owner of said Lot accord due caution and regard to the siting of the proposed dwelling unit, its attached garage and the driveway, and the elevation of the top of the foundation of said dwelling unit in connection

with and as the siting of said structures may affect the grading of said Lot.

8. BURIED UTILITY LINES

All public utility, cable television and radio wires, pipes, mains, tiles, conduits, cables, lines and other appurtenances constructed, laid or installed in the subdivision must be buried beneath the ground, except the necessary pedestals and transformers required to serve the underground facilities in the subdivision.

9. CLEAN AND ORDERLY CONSTRUCTION SITE

All purchasers of a Lot or Lots in subdivision are required to maintain a clean and orderly construction site. Upon commencement of the construction of any structure on any Lot the following standards must be met:

- (a) A minimum depth of five inches (5") of crushed stone must be spread in that area from the concrete curb to the front of the garage. Said stoned area must be a minimum of 12 feet wide. This crushed stone must be in place prior to the start of any carpentry work.
- (b) The Lot area must be kept free of miscellaneous debris. All construction debris is to be placed in Lot owner's on-site dumpster.
- (c) All curbs must be shoveled and broom clean immediately upon excavation and backfill and maintained as such during construction.
- (d) All B-boxes are to be clearly marked with A painted blue 2 x 4 and properly adjusted upon completion of construction.

10. COMMENCEMENT AND COMPLETION OF CONSTRUCTION, SIDEWALKS AND LANDSCAPING

The work of constructing, altering or remodeling any structure on any Lot shall be performed diligently from its commencement and until the completion thereof. The complete exterior structure or shell, not including finished exterior wall materials (e.g. brick, stone or other approved material), must be completely erected and constructed within ninety (90) calendar days after the commencement date of construction of any such structure. Every structure in the subdivision, including roof and exterior walls, shall be completed within six (6) months after the commencement date of construction of such structure. The effect of this provision shall be to require that, on the exterior and from the view of the neighboring Lots, each such residence appear completed within said six (6) months. Reasonable extensions of the time periods expressed above in this paragraph ten (10) shall be allowed in the event that delays are caused by acts of God and/or labor strikes.

The Owner of each Lot shall install sidewalks in front of each residence in conjunction with completion and occupancy of the residences; provided, in the event that installation sidewalks is delayed due to inclement weather, occupancy of a residence may be taken and the sidewalks shall be installed as soon as weather permits. All sidewalks, regardless of construction schedules, shall be constructed within one (1) year issuance of eighty (80%) percent of occupancy permits for all Lots in the subdivision.

No site landscaping shall commence until a complete landscape plan is submitted to and

approved by the Village in writing. The effect of this provision shall not limit the right of the Developer to install parkway trees in conformance with the parkway tree master plan, as approved by the Village, as required by Article II.12.

11. SIDEWALKS AND RESPONSIBILITY FOR REPAIR

All Owners shall be responsible for damage to any sidewalks, common elements and subdivision improvements caused by their agents or invitees. In the event the Village, after one (1) year from the date of the Village's acceptance of the subdivision's public improvements, not including roads, requires the replacement and or repair of curbs or sidewalks in front of a Lot, the Lot owner of the subject Lot shall, at his/her own expense, repair or replace such sidewalk in accordance with the requirements of the Village. Lot owner is responsible for preventing such damage from occurring by adequately protecting the curb and sidewalk during construction of his/her/their/its home. In the event of the failure of the Lot Owner to make such repairs, the Developer shall have the light to make such repairs and to file a lien for any cost of repairs he incurs. In the event that it becomes necessary for the Developer to sue to collect the amount of said repairs, the Lot Owner shall be responsible for the payment of the Developer's court costs and legal fees.

12. LANDSCAPING, SOD AND PARKWAY TREES

The Owner shall provide landscaping for their Lot and shall comply with all Village Ordinances and policies regarding tree planting. No artificial trees or vegetation shall be permitted on any Lot or common area in the subdivision. Trees, shrubbery and other vegetation shall not be situated so as to obstruct the field of vision at vehicular intersections. Front and side yards must be landscaped and grassed with sod. Rear yards may be seeded. All landscaping and grass shall be maintained in a neat and slightly fashion. Dead vegetation shall be replaced within 30 days of discoloration, weather permitting.

The Owner of each Lot shall plant parkway trees every 35 feet, in accordance with the parkway tree master plan approved by the Village. Parkway trees shall be installed during the year in which the exterior construction of the residence, as expressed in Article II.10, is completed. Each Owner shall also install perennial flowers in the Parkway in accordance with the specifications established by the A.R.C.

The parkway tree master plan shall identify the location, species and quantity of trees each Lot is required to provide. Unless otherwise specified by the approved parkway tree master plan, in no event shall a Lot provide less than two (2) overstory trees from a list of Village approved "street trees" planted in the parkway, and no less than five (5) overstory trees from a list of Village approved "street trees" planted in the parkway on corner Lots.

In the event that the approved parkway tree master plan conflicts with utilities, traffic control devices, and/or driveways, or a specific species becomes impractical to plant due to disease epidemics or parasitic infestation which may constitute a hazard to life and property, each home site shall provide street trees at a location, species, and quantity equivalent thereto the overall intent and design of the approved parkway tree master plan, as approved by the Village.

13. CURBSIDE MAILBOXES

In the event curbside mailboxes are required for delivery of the U.S. Mail in the subdivision, the Owner of each Lot upon which a residence shall be constructed shall install, erect or place on such Lot or within any other Lot or any right-of-way in the subdivision only such a mailbox or receptacle as the ARC shall approve or specify. Under no circumstances shall non-decorative, rural curbside mailboxes (sometimes referred as U.S. 1, 1 1/2 or 2 etc.) be installed anywhere in the subdivision. The street number shall be affixed to the mailbox.

In those cul-de-sacs where there are landscape islands, the mailboxes for cul-de-sac Lots may be clustered in the island as may be determined by the Village and the ARC. In all mailbox areas landscaping shall be located no closer than five (5) feet from the edge of the curb.

14. SIGNS

No Owner of a Lot may indicate that the Lot and/or residence thereon is for sale or for rent by posting a sign on the property. No other signs, banners or other manner of advertisement shall be permitted in the Subdivision without the express written consent of the Developer, or his successor or assigns. This provision shall not apply to any sign which the Developer may erect identifying or advertising the Subdivision. This provision shall not prohibit a homebuilder from advertising a model home or sales office in the Subdivision.

15. LOT CLEAN UP AND WEED CUTTING

At all times, each Lot shall be kept in a clean and sightly condition prior to, during and after construction. No burning of refuse shall be permitted outside the dwelling and no trash, litter, junk, boxes, containers, bottles or cans will be permitted to collect or remain exposed on any Lot except as is necessary during the period of construction. Garbage shall be contained in refuse receptacles mld protected from public view and refuse receptacles shall not be placed curbside for pickup more than twelve (12) hours prior to pickup and must be returned to their protected location within twelve (12) hours of pickup.

The Owner of each Lot shall be responsible for the cutting or removal of weeds each year on such Lot so as to conform to the requirements, ordinances and regulations of the Village of Frankfort. No plants or seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious odors or insects shall be introduced, maintained, or permitted to exist upon any part of a Lot.

16. JUNK, MACHINERY, AND MATERIALS

No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any Lot so they are visible from the streets or any neighboring Lot, except as necessary during the period of construction of a building thereon. No part of the subdivision shall be used for storage of junk or for wrecking yards.

17. NO TEMPORARY BUILDINGS, OUT BUILDINGS, CAMPERS, TRAILERS ETC.

No temporary house, pet enclosure, batting cage, shed, trailer, tent, stand, recreational appurtenance, shack, mobile home, or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any Lot at any time. Said structures shall not be used at any time on any Lot as a residence.

No trucks, truck mounted campers, campers, commercial vehicles, recreational vehicles, trailers, house trailers, snowmobiles, aircraft, buses, boats, boat trailers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked or stored on any dedicated or private street in the subdivision or on any part of the Lots in the subdivision unless the same is housed or garaged completely in a structure which complies with this Declaration and which received architectural approval by the ARC; provided, however, that commercial vehicles may be so parked when the same are engaged in delivery or service to any residence located in the subdivision. No repairs to motor vehicles or other machinery shall take place except inside a garage.

18. TANKS AND OUTSIDE AIR CONDITIONING UNITS

No elevated tanks of any kind shall be erected, placed or permitted to exist in the subdivision. All air conditioning units or other refrigeration, cooling or heating apparatus, which are placed outside of the residence in the subdivision, shall be located only on the side or rear yards of the Lot.

19. FENCES, SHEDS, POOLS AND EXTERIOR ANTENNAE

No fences shall be constructed on any Lot in the subdivision except as herein provided:

- (a) Fences are not permitted except where such fence is required by Village of Frankfort Ordinance (i.e. swimming pools, etc.). In such case the ARC shall only permit the enclosure of an area of sufficient size to incorporate the intended use;
- (b) A fence shall not be constructed without the prior written approval of the Architectural Review Committee. Said written approval must be submitted to the Village of Frankfort with the application for a fence permit;
- (c) All fences shall be of a uniform style, height, color and construction material as established by the ARC. The ARC shall establish a design standard of wrought iron or substantially similar style of like quality;
- (d) A fence permit must be obtained from the Village prior to construction and/or installation of any fence in the subdivision;
- (e) No fence shall be located closer to the street than the rear of the residence. In the case of corner Lots, no fence shall be located closer to the street than the rear of the residence and the side of the residence closest to the street;
- (f) Chain link fences are prohibited;
- (g) All fences shall be maintained by the Lot Owner in a condition that is comparable to the condition when new and shall not be permitted to deteriorate or become unsightly due to weathering, neglect, or otherwise.

No above ground pools, pool sheds, or exterior antennae shall be constructed on any Lot in the

subdivision except as herein provided:

Outside television and radio antennas, satellite dishes greater than 18 inches in diameter, or other apparatus used to receive or transmit communication signals are prohibited. Said antennas, dishes, and other apparatus shall be mounted and sufficiently screened so as to not be visible from any adjacent public right of way.

20. NUISANCES AND PETS

No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) bona fide household pets shall be permitted, provided that they are not kept, bred or maintained for any commercial purposes, and provided that they do not make any objectionable noises and do not otherwise create a nuisance or inconvenience to any of the residents of the subdivision. Any pets that cause objectionable noise or otherwise constitute a nuisance or inconvenience shall forthwith be removed from the premises by the person having custody of the same. Outdoor pet enclosures are prohibited.

21. OUTDOOR FURNITURE, PLAY FACILITIES AND CLOTHES DRYING

Outdoor furniture and play facilities shall be maintained in a "like-new" condition and shall not be stored or maintained so as to create an eyesore or nuisance to neighbors. The outdoor drying of clothes and storage of furniture or toys is prohibited.

22. OUTDOOR LIGHTING AND ILLUMINATION

Should a Lot owner desire to install outside lighting of and/or on his/her/their/its Lot, such lighting shall not be installed at a location or be of a watt intensity that will cause a nuisance to neighbors or passersby. Said lighting shall be in full compliance with zoning code for the Village of Frankfort.

23. BASKETBALL BACKBOARDS. Moveable basketball posts with see-through backboards shall be permitted, provided no basketball playing shall be permitted in the streets or parkways.

24. DAMAGE TO DWELLING. In the event any Dwelling is destroyed either wholly or partially by fire or any other casualty, said Dwelling shall be promptly rebuilt, repaired or remodeled.

Article III ARCHITECTURAL REVIEW COMMITTEE (ARC)

An Architectural Review Committee (ARC) is hereby established for the purposes of keeping and maintaining the subdivision as desirable, attractive, uniform and suitable in architectural design and use to prevent haphazard and inharmonious improvements thereto, to guard against the erection thereon of buildings built of improper or unsuitable materials, to provide for the

highest level and quality of improvements thereto, and to preserve the beauty, quality, and value of the development.

1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL

No improvement or structure of any kind, including without limitation, any building, fence, wall, mailbox, swimming pool, tennis court, screen enclosure, decorative building, deck, gazebo, play structure, lighting recreational area, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specification and location of the same shall have been submitted to, and approved in writing by the Architectural Review Committee (ARC). All plans and specifications shall be evaluated as to the harmony of external design and location in relation to surrounding structures and topography. No application for a building permit shall be filed with the Village and no foundation shall be poured nor shall construction commence in any manner or respect until the layout for the structure is approved by the ARC.

2. ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee shall consist of one or more members appointed by the Developer, notwithstanding turnover of control of the Association. In the event the Developer shall relinquish its authority to appoint the members of the ARC, or shall fail to appoint one or more members of the ARC, or upon the expiration of five (5) years from the original recording date of this Declaration, whichever comes first, the members of the ARC shall be appointed by the Board of the Olde Stone Village 1st Addition Homeowners' Association.

The members of the ARC, their designees, successors, or assigns, shall not be personally or corporately liable to any Owner or to any others for any acts or omissions made in good faith in carrying out their responsibilities under the authority of this Declaration.

3. POWERS AND DUTIES OF THE ARC

The ARC shall have the following powers and duties:

To require submission to the ARC of two (2) complete sets of all plans and specifications for any improvements or structure of any kind, including, without limitation, any building, fence, wall, mailbox, swimming pool, tennis court, screen enclosure, decorative building, deck, gazebo, play structure, lighting, recreational area, or other improvement, for the construction or placement of which is proposed upon any Lot in the subdivision. The ARC may review and pre-approve plans of a proposed Owner prior to the submission of plans and specifications from an architect with the final review and approval contingent upon submission of plans and specifications from a licensed architect provided for herein. The ARC may require submission of samples of building and construction materials proposed for use on any Lot and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration including but not limited to, a site plan showing location of the buildings, landscape plan, fences, gas or electrical yard light and other structures upon the Lot. The ARC shall encourage the use of natural siding materials, such as brick, stone and wood. The use of aluminum, vinyl, plywood, pressboard, reverse board and

batten, or other similar materials as siding is prohibited.

The ARC shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it aforesaid if, in the sole opinion of the ARC:

- (a) Such construction plans are not in accordance with all of the provisions of this Declaration; or
- (b) If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures of the character of the Development; or
- (c) If such construction plans as submitted are incomplete; or if the ARC deems the construction plans or any part hereof or any material used on the exterior of the building to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare, or rights of all or any part of the real property, subject hereto, or the Owners, thereof, or the adjacent property Owners, all in the sole and uncontrolled discretion of the ARC; or
- (d) If the ARC shall, within its sole and unlimited opinion and discretion, deem the construction plans or any part thereof of the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of other sites or buildings in the Development; or
- (e) If the elevation, rooflines and color scheme are too monotonous when considered in the context of other existing homes within five lots of the proposed dwelling.

4. NOTIFICATION OF APPROVAL

The ARC shall approve or disapprove the submitted materials as soon as practicable, but the Architectural Review Committee's written approval or disapproval shall in any event be given within 30 days after all the necessary materials have been delivered to the ARC. If the Architectural Review Committee does not approve, or disapprove, or require a modification within the aforesaid 30-day period, then, at the expiration of said period, the materials and/or plans submitted to the ARC shall be deemed to have been denied, unless the 30-day review period is extended through mutual agreement.

The decisions of the ARC shall be final. Neither the Developer nor any agent of the Developer nor any member of the ARC shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, not for any structural or other defects in any work done according to such construction plans. The ARC will require the deposit of \$300 from the Lot Owner prior to review and approval of the plans or specifications.

ARTICLE IV ESTABLISHMENT OF THE OLDE STONE VILLAGE 1ST ADDITION HOMEOWNERS' ASSOCIATION

1. CREATION AND PURPOSE

There shall be formed an Illinois Not-for-Profit Corporation to be known as Olde Stone Village

1st Addition Homeowners' Association, hereinafter referred to as "the Association," the purpose of which shall be to insure high standards of maintenance and operation of all the Common Areas in the Subdivision. The Association shall be vested with fee simple ownership of said Common Areas and access rights to landscape easements. The Association shall have the right and obligation to own and maintain said Common Areas, and to access and maintain said landscape easements for the exclusive benefit and enjoyment of the Members of the Association in full compliance with the Ordinances of the Village of Frankfort and to be esthetically pleasing to the Owners of Lots in the subdivision.

2. POWERS AND DUTIES OF THE ASSOCIATION

- (i) The Association shall have the following powers and duties, in addition to those provided elsewhere in this Declaration or the Association's bylaws:
 - (a) To elect directors, to appoint officers, to hire employees or agents and to enter into contracts as the Association deems necessary from time to time. The powers of the Association shall be vested in its board of directors, which at all times shall be comprised of not less than three (3) directors. The directors shall have all powers of the Association set forth in the Bylaws of the Association and not specifically reserved to the members of the Association, which are permitted by the Laws of the State of Illinois;
 - (b) To adopt reasonable bylaws, rules and regulations necessary and proper to carry out the Association's powers and duties;
 - (c) To take title to, own, hold, and continuously insure such real estate as may be reasonably necessary to carry out the purposes of the Association, including but not limited to the Common Areas, and to pay any applicable taxes on real estate owned by the Association as may be assessed from time to time;
 - (d) To enforce any provision, term, condition, restriction and/or covenant contained in this Declaration and/or amendments thereto;
 - (e) To administer the architectural review process and appointments set forth in Article III of this Declaration;
 - (f) To maintain the lawn and landscaping, fountains, and/or other improvements to the Common Areas or landscape easements or rights of way next to the Outlots depicted on the Plat of Subdivision in accordance with the Village's requirements and in a well-groomed manner. The Association is hereby granted a permanent easement to enter and maintain the aforesaid landscape easement. Maintenance shall include replacement of dead or damaged vegetation (as originally designated on approved landscape plans) after the original warranty period;
 - (g) To levy and collect the Association's assessments and, to this extent, to lien any and all Lots when necessary to enforce collection of assessments. Developer shall not be liable for payment of any Association dues in connection with any Lots that Developer owns or in which Developer has an interest. Should Developer own a Lot or Lots and build its personal residence thereon, then Developer shall be liable for Association dues in conjunction with Developer's ownership of such Lot(s);
 - (h) To employ a manager or other persons (including attorneys and accountants) and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Developer shall give the Association

- the right to terminate without cause or penalty not later than thirty (30) days after the date the initial meeting of the Members of the Association is held as provided in the By-Laws;
- (i) To establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;
 - (j) To maintain all drainage areas and facilities located on the Owner's Lot in accordance with the reasonable and acceptable engineering requirements of the Village in the event that one or more Owners fail to do so, and to assess against the Lot and the Owner(s) the cost of said maintenance.
 - (k) To mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Subdivision and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Subdivision neat in appearance and in good order in the event that the Owner(s) fail to do so and to assess against the Lot and the Owner(s) the cost of said maintenance. The foregoing rights shall not apply to any Lot or other portion of the Subdivision owned by Declarant or its assigns.
 - (l) To reimburse the Developer from the Contingency and Replacement Reserve Fund for sums contributed by the Developer to the Village Maintenance Reserve Fund as provided in Article V hereof.
 - (m) To install and maintain a well and pump for the purpose of watering the Common Areas and the areas surrounding the detention ponds subject to the ordinances and regulations of the Village.
- (ii) The powers of the Association shall be exercised by the Developer and/or a board of directors, as provided herein.

3. THE BOARD OF DIRECTORS AND TURNOVER OF CONTROL OF THE ASSOCIATION

The first board of directors shall consist solely of three (3) persons who are designated from time to time by Developer, and such persons may, but need not, be Lot Owners. Developer's right to designate directors hereunder shall terminate on the first to occur of (i) thirty (30) days following such time as Developer no longer has legal, equitable or beneficial interest in or has control over title to any part of the Subdivision or Olde Stone Village 1st Addition, (ii) the giving of written notice by Developer to each member of the Association of Developer's election to terminate such rights; or (iii) ten (10) years from the original date of recording of this Declaration.

The date on which the Developer's rights under this Article IV.3 terminate shall be referred to as the "Turnover Date." Prior to the Turnover Date, all of the voting rights shall be vested exclusively in the Developer. Prior to the Turnover Date, the Lot Owners, except the Developer, shall have no voting rights. From and after the Turnover Date, the constitution and election of the board of directors shall be dictated by the bylaws of the Association. From and after the Turnover Date, the board of directors shall consist of at least three (3) persons, all of whom must be Lot Owners (should this provision conflict with any provision contained in the Association's bylaws, this provision shall govern). From and after the Turnover Date, any action may be taken by the voting members at any meeting at which a quorum is present, upon an affirmative vote of a majority of the voting members present at such meeting.

4. MEMBERSHIP & VOTING RIGHTS

The Association shall have only one class of voting membership. Subject to paragraph IV (3) hereof, every Lot Owner shall become and be a member of the Association and such members shall be entitled to one (1) vote on each matter submitted for a vote of the members; provided, that where title to a Lot is in more than one (1) person, such co-owners, for purposes of voting, shall be considered one (1) Lot Owner and shall be entitled to only one (1) vote. The trustee of a title-holding land trust shall be entitled to one (1) vote for each Lot for which it holds title.

5. METHOD OF PROVIDING GENERAL FUNDS

(a) Assessment obligation. Each Owner, by taking title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made (commencing on the date the annual or special assessment is levied and lasting until the assessment is satisfied or waived by the Board).

(b) Expenses and reserves. The assessment levied by the Association shall be used to meet the expense of improvement and maintenance of the Common Area (including watering), the rights of way adjacent to the Outlots depicted on the Plat of Subdivision and such other Association expenses which shall include, without limitation, the expense of all insurance, professional and managements fees, repair, replacement, maintenance and other charges required or permitted by this Declaration and the expense of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve.

(c) Interim assessment established. Until the Board establishes its budget and Estimated Cash Requirement (hereinafter defined), the assessment shall be \$750.00 per Lot payable on January 1, 2023 and on the 1st of each January thereafter. Anything to the contrary notwithstanding, the Developer shall collect from the closing with an Initial Purchaser of any Lot the sum of \$750 as a flat, unprorated assessment for 2022 which amount may be deposited into general Association funds and said sum shall be non-refundable.

(d) Assessment procedure. Commencing on November 1st of the first year in which the Board takes office, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, contractors, landscape maintenance, materials, taxes, insurance, professional or management services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before December 1, notify each Owner in writing of the amount or such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed equally among all the Owners. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year after the Board takes office, the Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year

actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall within five (5) days of written request of an Owner furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on his Lot have been paid. Such certificate shall be conclusive evidence of payment or non-payment of any assessment thereon.

(e) Failure to establish assessments. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year (or \$500 in the event no Estimated Cash Requirement has been established), subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

(f) Reserve. (i) The Board may build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures, for reimbursement to the Developer for funds contributed to the Maintenance Reserve Fund set forth in Article V hereof and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Said Contingency and Replacement Reserve is in addition to the Maintenance Reserve Fund set forth in Article V. Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. After the Turnover Date, any expenditure from the Contingency and Replacement Reserve having a cost in excess of Five Thousand Dollars (\$5,000.00) shall require the prior approval of two-thirds (2/3) of the voting Members of the Association present at a Special or Regular Meeting thereof

(ii) To the extent that the Developer has contributed its own funds to the Village's Maintenance Reserve Fund set forth in Article V, the Board shall, upon the request of the Developer, reimburse the Developer from the Contingency and Replacement Reserve the sums so contributed.

(iii) If the Contingency and Replacement Reserve proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners. The Board shall serve notice of any such special assessments on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

(iv) The Board or the Developer shall collect at each closing with an Initial Purchaser of any Lot and again at the closing on a Lot first occurring after the Lot is improved with a single family home the sum of \$500.00 which shall be deposited into the Contingency and Replacement Reserve and said sum shall be non-refundable. The Developer shall timely transfer all funds in the Contingency and Replacement Reserve account to the Association and the Association shall hold and apply such funds for the purposes set forth in this Section.

(g) Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Developer or the Board may select. Until an Association deposit account is established, the Developer may deposit and hold Association funds in a segregated account.

(h) Delinquencies. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date of the lesser of the rate of eighteen percent (18%) per annum or the highest rate allowed by law, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, and/or foreclose the lien against the Owner's Lot, and interest, costs, and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees (including reasonable attorney's fees) as above provided, shall be and become a lien or charge against the Lot of any such Owner when due; and, such lien may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

(i) Certificates of Nonpayment. The Association may, at its discretion, record certificates of nonpayment of assessments in the office of the Recorder of Deeds of Will County, Illinois whenever any such assessments are delinquent and the Association shall be entitled to collect from the Lot Owner or Lot Owners of the lots described therein, the costs of such recording, including reasonable attorneys' fees, which are hereby declared to be a lien upon the applicable Lot so described in said certificate. Such costs shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

6. INSURANCE

The Board shall also have the authority, at the Board's discretion, to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of Persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each Member, the Association, its officers, the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. The premiums for such insurance shall be payable out of the proceeds of the assessments required by and collected in accordance with this Article IV. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

7. INDEMNITY

Except for willful or fraudulent acts, the Board, officers of the Association and their respective employees and agents shall not be liable to the Owners or any other Person for any mistake of judgment or for any acts or omissions of any nature whatsoever, in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article IV hereof

ARTICLE V MAINTENANCE RESERVE FUND

I. ESTABLISHMENT AND TERMS

As a security for the maintenance of these common areas the DEVELOPER shall make a one-time non-refundable, non-transferable deposit contribution eight thousand (\$8,000) dollars in an interest-bearing "Maintenance Reserve Fund" to be established at a banking institution with offices in the Village of Frankfort within 30 days of recording. The purpose of the fund is to provide additional assurance to the VILLAGE that the common areas, detention pond, cul-de-sac islands will be maintained in the manner in which they were designed. The homeowner's association shall also be required to collect membership dues on a regular basis for purposes of providing such maintenance. However, if maintenance obligations exceed the funds made available by the homeowner's association, the homeowner's association may apply to the VILLAGE for release of a portion of the fund, and the VILLAGE may, at its discretion, allow for such a release. Said bank shall agree to be bound by the terms of this section of these covenants by noting the same, including the recorder's document number, in the account records. In addition to all rights set forth herein, the Village of Frankfort shall be entitled to be fully and immediately reimbursed for any and all costs incurred under any of the terms of these covenants including but not limited to those set forth herein, by presenting the following to the banking institution:

A.) A letter setting forth the nature of the default of the Association, which includes an itemized list of the costs to be reimbursed.

B.) A statement that a demand for payment has been made upon the Association, and the Association has not paid the amount due.

Upon presentation of the foregoing, the banking institution shall treat this notice in the same fashion as a draw on a Letter of Credit (and this matter shall be governed by the rules applicable to a Letter of Credit) and shall promptly make payment to the VILLAGE in accordance herewith. The fund shall remain in effect for the term of this agreement twenty (20) years, after which the

funds plus interest will be released to the Homeowner's Association upon their request for purposes of common area maintenance.

In the event the funds held in the Maintenance Reserve Fund are insufficient to reimburse the VILLAGE for any and all of its costs associated with its required maintenance, each lot owner shall be liable and responsible for the shortfall, prorated according to the number of Lots in the Subdivision. The VILLAGE shall have the right to place a lien on any or all of the residential lots in the subdivision and to foreclose on said lien as if said lien is a mechanic's lien as defined by Illinois Statute, provided such lien shall be subordinate to the lien of a mortgagee.

The DEVELOPER, or upon establishment of the Homeowners Association, the Homeowner's Association, shall provide an accounting of the Maintenance Fund on an annual basis by November 30 of each year for the life of the annexation agreement. Such accounting shall identify the fund balance, including interest and any withdrawals from the account.

2. ACCOUNT BALANCE LIMITATIONS

At no time shall the monies held in the Maintenance Reserve Fund exceed the sum of a dollar amount calculated by the following formula:

$1.2 \times (\text{Total number of Lots} \times \$400)$, but in no case greater than \$6,000.

In the event the fund reaches this sum, the excess shall be turned over to the Homeowner's Association.

3. INSUFFICIENT FUNDS

In the event the funds held in the Maintenance Reserve Fund are insufficient to reimburse the Village for any and all of its costs associated with its required maintenance, each Lot owner shall be liable and responsible for the shortfall. The Village shall have the right to place a lien on any or all of the Lots in the subdivision, and to foreclose on said lien as if said lien is a mechanic's lien as defined by Illinois Statute; provided, such lien shall be subordinate to the lien of any mortgagees.

4. ANNUAL REPORT

The Home Owners Association shall provide to the Village of Frankfort an annual report on the status of the Maintenance Reserve Fund.

ARTICLE VI AMENDMENTS, REVOCATION, AND RIGHTS OF THE VILLAGE

1. AMENDMENT AND REVOCATION PROCEDURE

At any time, and from time to time, while these restrictions are in effect, they may be amended or revoked by the recording (in the office of the Recorder of Will County, Illinois) of an

instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer (or its successors and assigns) or by the then Owners of not less than two-thirds (2/3) of the Lots in said Subdivision, which declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording; provided, however, that if the Developer or its successors and assigns shall hold legal title to any Lot or Lots in the Subdivision or any portion of Olde Stone Village 1st Addition, then an amendment or revocation signed by not less than two-thirds (2/3) of the Owners of such Lots must also be signed by Developer or such amendment or revocation shall not be valid. A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or title company doing business in Will County that any such instrument of amendment or revocation has been signed by the then Owners of not less than two-thirds (2/3) of such Lots shall be deemed prima facie evidence that such instrument has been signed by the Owners of the required number of Lots. In the voting provided for herein and in making amendments and revocations to this Declaration, each of said originally platted Lots shall be deemed a unit and the Owner or Owners thereof shall be entitled to one (1) vote and shall count as one Owner in determining the number of votes and Owners.

Any and all amendments to and/or revocations of this Declaration must be submitted to the Village for approval, which approval shall not be unreasonably withheld. No amendment and /or revocations will be valid and effective unless and until the Village approved the same in writing, provided that Village approval shall not be required to amend provisions that relate to the structure or internal operations of the Homeowners Association.

2. VILLAGE OF FRANKFORT ENFORCEMENT AND LIEN RIGHTS

The Village shall have the right, but not the obligation, to enforce the terms of this Declaration, in its entirety, as if it were an Owner. To facilitate compliance with the terms of this Declaration, upon twenty-one (21) calendar days' notice by the Village to the noncompliant party, the Village shall have the right, but not the obligation, to lien the property of the noncompliant party and enforce said lien to the full extent allowed by the law, including but not limited to foreclosure of the same.

In the event the Association or an Owner does not comply with the terms of these covenants, conditions and restrictions, or any of the obligations set forth herein, upon twenty-one (21) days' notice by the Village to the noncompliant party, the Village shall have the right, but not the obligation, to enter upon one, some, or all Lots, as the case may be, and enforce or cause compliance with this Declaration, in its entirety, and/or any amendments or revocations as may be recorded from time to time. However, in the event that failure to comply with any provision of the Declaration constitutes an emergency substantially threatening injury to persons or property, the Village shall be required only to give such notice as is practical under the circumstances before the exercise of its rights under this section. The Village shall be reimbursed by the non-compliant party for any actual funds that the Village expends, or costs that the Village incurs in enforcing or causing compliance with the terms of this Declaration within thirty (30) days of mailing of a bill for such work. In the event the noncompliant party fails to pay such bill within the time required, the Village may place a lien, prorata, against the Developer, Association, or each non-complying Lot owner, as the case may be, which lien and right of recovery shall include but are not limited to the Village's reasonable attorney's fees, expenses and

costs of investigation, settlement and litigation, and enforce said lien to the full extent allowed by law, including but not limited to foreclosure of the same. Failure of the Village to exercise or enforce its rights in any particular circumstances shall not be deemed a waiver of its rights. These rights apply to the Village of Frankfort's enforcement of the Declaration in its entirety.

3. GRANTS OF EASEMENTS TO THE VILLAGE OF FRANKFORT

The Village is hereby granted an easement along, in, over and on the Common Areas for the purposes of accessing the same and, in the event the Association is not fulfilling any or all of its duties pursuant to this Declaration, maintaining, replacing and repairing the structures, lawn and/or landscaping within the Common Areas. With exception to emergency situations, the Village shall not use this easement until the Village has provided the Association within twenty-one (21) calendar days' notice to address the subject matter of the notice. This easement shall be perpetual and shall run with the Common Areas.

ARTICLE VII

DEFAULT PROVISIONS

Each Owner and occupant of a Dwelling is bound by and shall comply with the terms of this Declaration and with any and all amendments hereto. A failure by an Owner or occupant of a Dwelling to comply with this Declaration or any amendment hereto shall constitute a default ("Default"). If a Default occurs, the Developer, or its successors or assigns, and the Board shall have the right to recover damages at law, to procure injunctive relief, or to avail itself of any other rights or remedies permitted by law or in equity from and against either the Owner of a Lot or occupant thereof, or both. In any proceeding commenced by the Developer, its successors or assigns, or the Board based upon or arising out of an alleged Default, it shall be entitled to recover all expenses of the proceeding, including reasonable attorneys' fees and expenses. Each Owner shall have the right to enforce all covenants, conditions, restrictions, easements and reservations created hereunder against any other Owner or occupant of a Lot, but not against Developer, and to exercise against any other Owner or occupant of a Lot, but not against Developer, all rights and powers created by this Declaration, except those granted specifically to the Developer.

ARTICLE VIII

RIGHTS AND EASEMENTS RESERVED TO DEVELOPER AND THE ASSOCIATION

1. DEVELOPER ACTIVITIES.

Declarant and the Developer, or its/their successors or assigns and on behalf of their agents, licensees, guests, invitees and contractors reserve the right:

- (a) to maintain models and sales offices for the purpose of soliciting and making sales of Lots and/or Dwellings in the Subdivision;
- (b) to utilize the streets in the Subdivision for parking and utilize the Maintenance Area for signage advertising sales in the Subdivision;

(c) to have the access to and upon every Lot as may be reasonably necessary to complete the site development and installation of public improvements as required by the Village; and

(d) to maintain signage, banners and parking facilities in the Subdivision, so long as same is in compliance with Village ordinances.

and none of the foregoing shall be prohibited as a violation of this Declaration or abated hereunder as a nuisance or otherwise.

An easement for the installation and maintenance of a landscape buffer area and/or fence and/or Subdivision or Developer Signage over the Common Area is reserved to the Declarant, the Developer, the Board and their respective successors, assigns and licensees with said reservation the full and free right and authority to cross over perimeter portions of the affected Lots as maybe reasonably necessary in order to plant and maintain such trees, shrubs, bushes and such other vegetation within said landscape buffer area or install and maintain a fence or signage.

The Declarant, Developer, Board and any of their respective agents, employees, licensees and contractors (and no others, except the Owner of the Lot upon which the Common Area is included) shall have the right to enter upon the Common Area for the purposes provided herein, and such entry shall not be considered a trespass.

ARTICLE IX MISCELLANEOUS

(a) Non-liability of Declarant and Developer. Declarant and Developer shall not be personally or corporately liable to any the Owner or to any others for any decision reasonably made pertaining to architectural control matters, for any mistake in judgment for its enforcement or failure to enforce the terms of this Declaration, or for other acts or omissions made pursuant to this Declaration in good faith.

(b) Indemnification by Owners. Each Owner of a Lot shall indemnify and hold harmless the Declarant and the Developer against all liability relating to any matter in which they are not to be held liable as provided herein, and from and against any and all loss, cost or damage that may arise or be asserted against Declarant and/or Developer arising out of, or relating to, the activities of said Owner, Owner's agents, employees, contractors, subcontractors, suppliers, licensees, or guests, anywhere upon or about the Subdivision, including reasonable attorney's fees incurred in connection with the defense of any such claim.

(c) All Notices, except Notices of Default, given pursuant to this Declaration or in connection therewith, shall be in writing and shall be delivered either in person or by ordinary mail. Delivery of Notices to the Owner shall be made to such address as is furnished by the Owner or absent the Owner furnishing its address, to the address listed on the county assessors tax records for the particular Lot shall be sufficient. Unless and until a different address is furnished by the Developer to the sender of any notice, notices to Developer shall be sent to its registered agent or filed with the Illinois Secretary of State. Notices of Default under the terms of this Declaration shall be delivered in person or by certified or registered mail, with request of return receipt. Notices shall be deemed delivered on the date personal delivery is made or on the date of mailing.

(d) Waivers. Except as otherwise provided herein, no conditions, covenants, restrictions, reservations, easements, grants or other provisions of this Declaration shall be deemed to have been waived by silence, or inaction, or failure to enforce rights or by any other

matters whatsoever, other than a writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or remedy is being waived. No waiver shall be deemed to have been effected by the failure to enforce rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights which have occurred.

(c) Assignment. Notwithstanding anything herein to the contrary, either or both of Declarant and Developer, as Declarant and Developer in their sole discretion may determine, hereby reserve the right to transfer, assign, mortgage or pledge any portion or all of either's respective privileges, rights, title and interest hereunder, or in the Subdivision, by means of recording an Assignment of such with the Office of the Recorder of Deeds of Will County, Illinois.

IN WITNESS WHEREOF, OLDE STONE DEVELOPERS, LLC, as Developer, has caused its seal to be affixed hereunto and caused its name to be signed in these presents by a Member this ___ day of _____, 2022.

OLDE STONE DEVELOPERS, LLC

By: _____
Title: **Manager**

Frankfort

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 157-C

June 30, 2022

Mark Berardelli
Icon Builders

Dear Mr. Berardelli,

This letter is being written to you and the Village of Frankfort regarding the annexation agreement being finalized between you, the developer of the proposed Olde Stone Village 1st addition subdivision, and the Village of Frankfort.

As per our discussions, we have calculated the school site donation fee and the school facility impact fee for the Olde Stone Village subdivision that is to be incorporated in the annexation agreement and have included said schedule herein.

Once the annexation agreement is finalized and development begins, we would direct the developer to bring the plans for any new homes being started into the District Office for review and approval. At that time, we will collect the appropriate fees and complete the certificate of contribution and waiver of fee usage documents and provide a copy to you. You can bring these copies to the Village as part of your process of obtaining a building permit.

These rates will be incorporated into the annexation agreement in its entirety and may be adjusted from time to time, but no more frequently than annually, as new data and information becomes available.

Thank you for your interest in residentially developing in Frankfort. We look forward to working with you.

Sincerely,

Kate E. Ambrosini

Kate Ambrosini
Director of Business & Operational Services

EXHIBIT G



February 9, 2022

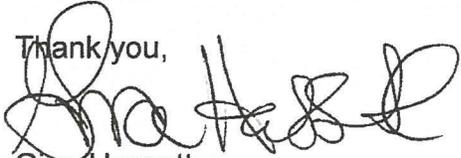
Michael J. Schwarz
Director of Community and Economic Development
Village of Frankfort
432 Nebraska Street
Frankfort, IL 60423

Dear Michael,

Thank you for providing the Preliminary Plat of Subdivision for Olde Stone Village 1st Addition, a portion of which is a proposed annexation of territory to the Village of Frankfort and the Frankfort Park District. The Park District has reviewed the plat that would extend Vienna Way and includes the construction of approximately 16 new homes.

In accordance with the Village of Frankfort's Ordinance No. 2265, the Frankfort Park District confirms that it will accept a cash contribution in lieu of a park land donation as outlined in the ordinance. The Park District understands that the park impact fee will be paid at the time of issuance of building permits by the Village of Frankfort based on the park impact fee schedule. The Village will collect and remit the fees to the Park District

Thank you,


Gina Hassett
Executive Director

1621

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR RECAPTURE OF VILLAGE COSTS INCURRED FOR THE CONSTRUCTION OF THE JACKSON CREEK SANITARY LIFT STATION AND FORCE MAIN IN THE VILLAGE OF FRANKFORT, WILL COUNTY, ILLINOIS

WHEREAS, it is essential to the health, safety and welfare of the Citizens of the Village of Frankfort that sewer capacity issues be analyzed and addressed when impacted by the expansion of the Village through annexation, development, subdivision, and planned unit developments; and

WHEREAS, pursuant to a study conducted by the Village of Frankfort, the Corporate Authorities of the Village have deemed it a necessity to construct the Jackson Creek Pumping Station to effectively satisfy the sewer capacity demands in the Jackson Creek Service Basin; and

WHEREAS, the proportionate share of cost for construction of the Jackson Creek Pumping Station should be borne by all properties developing in the Jackson Creek Service Basin as defined on Exhibit A.; and

WHEREAS, such costs should be recovered by the Village at the time of development in that Basin, in addition to other utility impact fees such as Capacity Expansion and Tap-on/Connection.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. RECAPTURE OF CAPITAL COSTS

That all properties developing in the Jackson Creek Service Basin, as defined on Exhibit A, shall pay to the Village of Frankfort a fee of \$117.30 per acre based on the gross acreage of the development. This fee shall be assessed in addition to other applicable fees.

SECTION 2. REPEALER

That all other ordinances or parts or provisions of ordinances of the Village of Frankfort in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed.

SECTION 3. SEVERABILITY

This Ordinance and every provision thereof, shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision or

section of this Ordinance is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

SECTION 4. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED, this 17th day of March, 1997; with 6 members voting AYE; 0 members voting NAY; and 0 members absent; the President not voting; with 0 members abstaining or passing and said vote being:

ROBERT HERRICK AYE

BRIAN HILLENBRAND AYE

KEVIN EGAN AYE

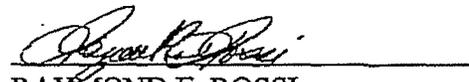
RICHARD TREVARTHAN AYE

RICHARD REYBURN AYE

MICHAEL RIZZUTO AYE


THOMAS E. BARTKUS
VILLAGE CLERK

APPROVED this 17th day of March, 1997


RAYMOND E. ROSSI
VILLAGE PRESIDENT

ATTEST:


THOMAS E. BARTKUS
VILLAGE CLERK

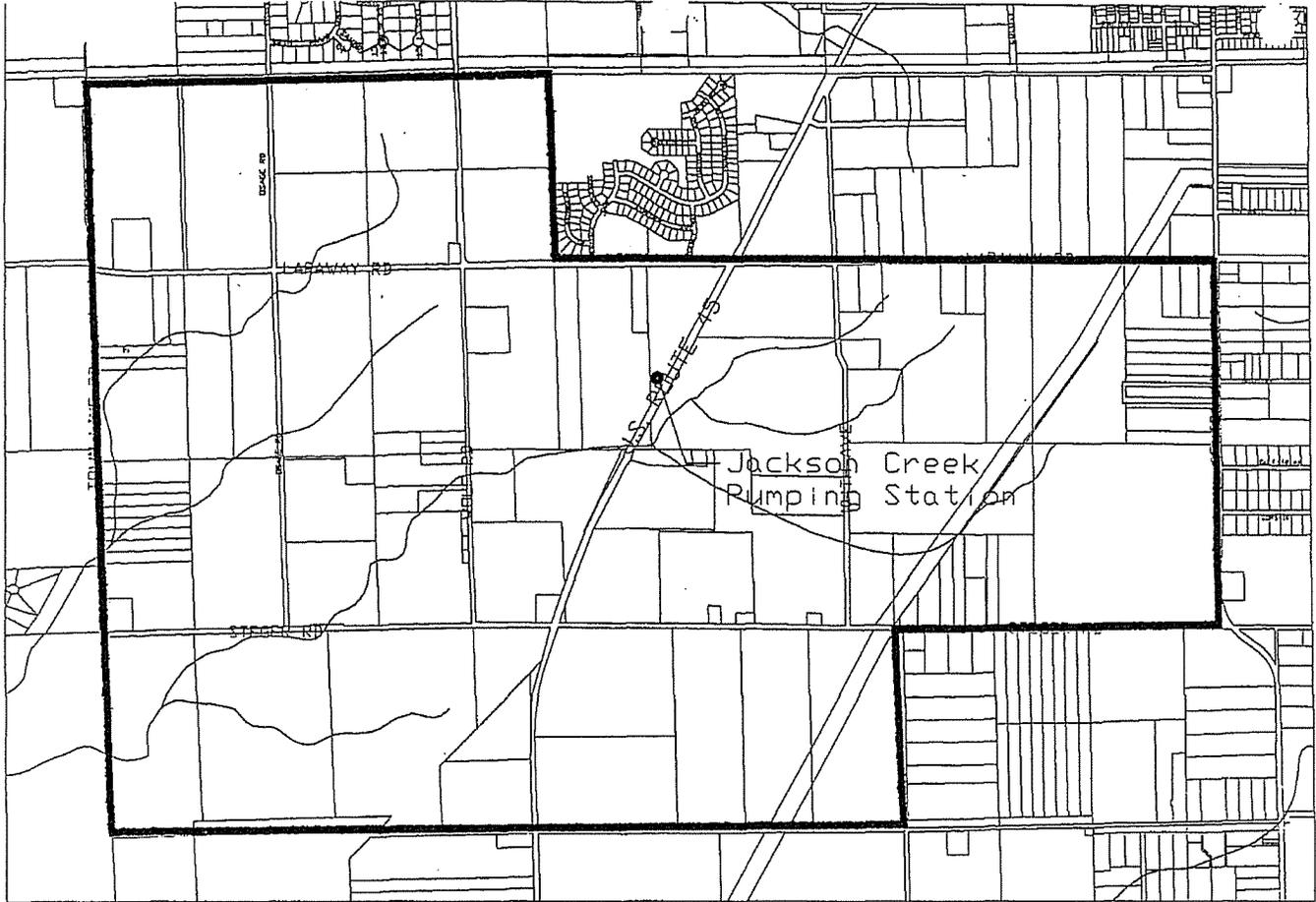


EXHIBIT "A"

Village of Frankfort
Jackson Creek Lift Station Service Area

Date: June 27, 1996
Scale: 1"=2000'

1621

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR RECAPTURE OF VILLAGE COSTS INCURRED FOR THE CONSTRUCTION OF THE JACKSON CREEK SANITARY LIFT STATION AND FORCE MAIN IN THE VILLAGE OF FRANKFORT, WILL COUNTY, ILLINOIS

WHEREAS, it is essential to the health, safety and welfare of the Citizens of the Village of Frankfort that sewer capacity issues be analyzed and addressed when impacted by the expansion of the Village through annexation, development, subdivision, and planned unit developments; and

WHEREAS, pursuant to a study conducted by the Village of Frankfort, the Corporate Authorities of the Village have deemed it a necessity to construct the Jackson Creek Pumping Station to effectively satisfy the sewer capacity demands in the Jackson Creek Service Basin; and

WHEREAS, the proportionate share of cost for construction of the Jackson Creek Pumping Station should be borne by all properties developing in the Jackson Creek Service Basin as defined on Exhibit A.; and

WHEREAS, such costs should be recovered by the Village at the time of development in that Basin, in addition to other utility impact fees such as Capacity Expansion and Tap-on/Connection.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF FRANKFORT, WILL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. RECAPTURE OF CAPITAL COSTS

That all properties developing in the Jackson Creek Service Basin, as defined on Exhibit A, shall pay to the Village of Frankfort a fee of \$117.30 per acre based on the gross acreage of the development. This fee shall be assessed in addition to other applicable fees.

SECTION 2. REPEALER

That all other ordinances or parts or provisions of ordinances of the Village of Frankfort in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed.

SECTION 3. SEVERABILITY

This Ordinance and every provision thereof, shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision or

section of this Ordinance is void or unconstitutional, the remaining words, phrases, clauses, sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

SECTION 4. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED, this 17th day of March, 1997; with 6 members voting AYE; 0 members voting NAY; and 0 members absent; the President not voting; with 0 members abstaining or passing and said vote being:

ROBERT HERRICK AYE

BRIAN HILLENBRAND AYE

KEVIN EGAN AYE

RICHARD TREVARTHAN AYE

RICHARD REYBURN AYE

MICHAEL RIZZUTO AYE

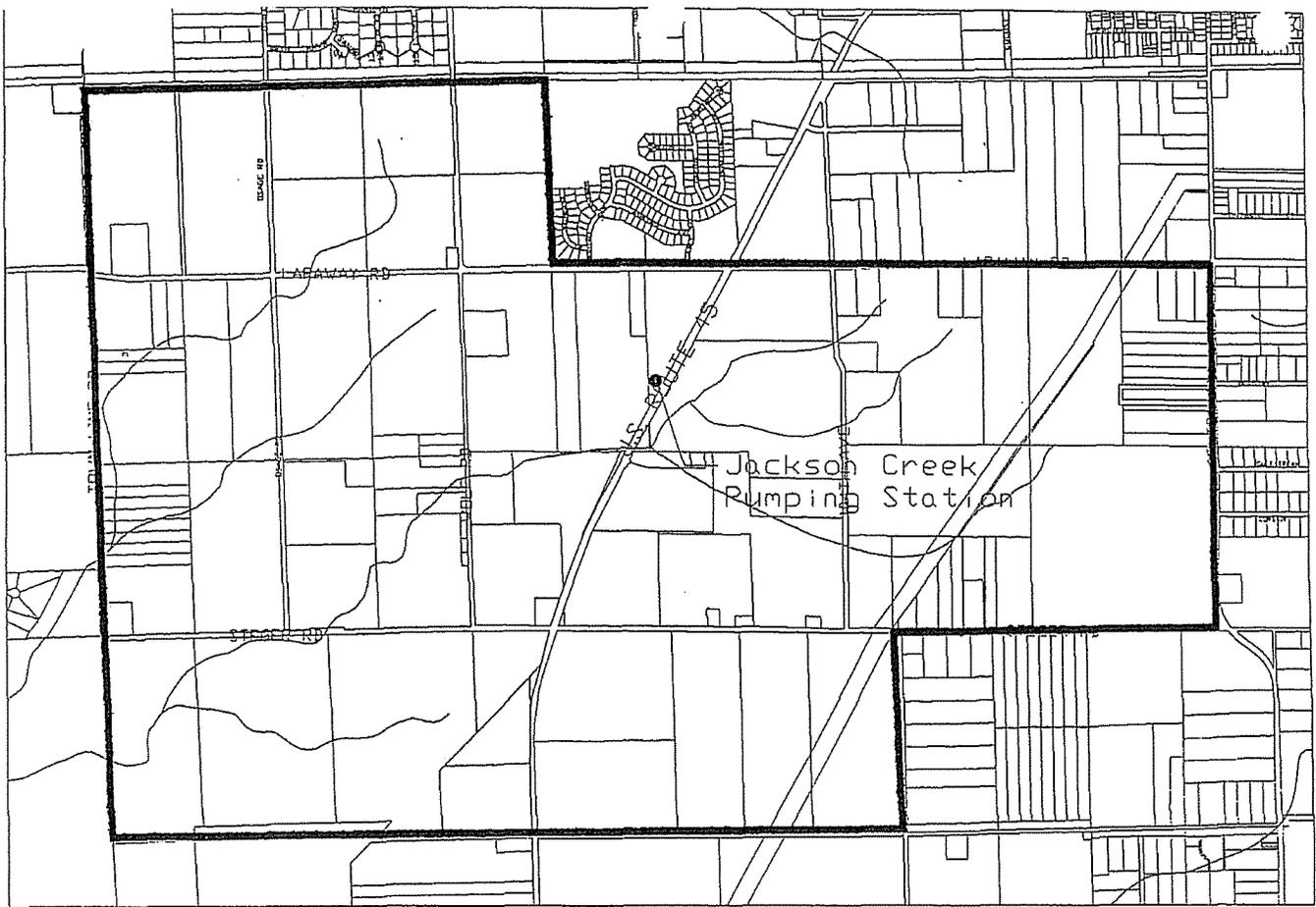

THOMAS E. BARTKUS
VILLAGE CLERK

APPROVED this 17th day of March, 1997


RAYMOND E. ROSSI
VILLAGE PRESIDENT

ATTEST:


THOMAS E. BARTKUS
VILLAGE CLERK



Village of Frankfort
Jackson Creek Lift Station Service Area

Date: June 27, 1996
Scale: 1"=2000'



MINUTES

MEETING OF VILLAGE OF FRANKFORT PLAN COMMISSION / ZONING BOARD OF APPEALS

June 23, 2022–VILLAGE ADMINISTRATION BUILDING

432 W. NEBRASKA STREET

- Call to Order:** Chair Rigoni called the meeting to order at 6:31 PM
- Commissioners Present:** Chair Maura Rigoni, Will Markunas, Nichole Schaefer, Jessica Jakubowski, Brian James
- Commissioners Absent:** Dan Knieriem, David Hogan
- Staff Present:** Director of Community and Economic Development Mike Schwarz, Senior Planner Chris Gruba, Planner Drew Duffin
- Elected Officials Present:** None

A. Approval of the Minutes from June 9, 2022

Motion (#1): Approval of the minutes, as presented, from May 12 2022

Motion by: Jakubowski Seconded by: Markunas

Approved: (5-0)

Chair Rigoni swore in any members of the public who wished to speak at the meeting.

B. Public Hearing (Continued from April 28th, 2022): Olde Stone Subdivision 1st Addition

Chris Gruba summarized the staff report.

Chair Rigoni asked the applicant to approach the podium. She asked if the applicant had anything else to add.

The applicant, Mark Berardelli, stated they had nothing more to add, and were available to answer questions and address concerns the commission had.

Chair Rigoni asked the commission if they had any initial questions for the applicant.

There were none.

Chair Rigoni asked staff to clarify whether the density of the proposal had changed since the previous meeting.

Gruba replied that it had not, that density remained at 2.23 dwelling units per acre.

Chair Rigoni noted that the most current plans had the potential to add another buildable lot, and asked if that would change the density calculation.

Gruba responded that it would.

Chair Rigoni concluded that creating an additional lot would put the proposed development above the allowed density for the district. She asked the applicant whether the cul-de-sac on the proposed plans was for access to the out lot.

The applicant said it was.

Chair Rigoni asked if there were any comments from members of the audience.

A resident of Olde Stone, Jack Johnson, approached the podium. He began by expressing his hope that the new members of the Plan Commission took the time to read the current and previous proposals. He stated that he had been fighting the current development for years. One of his concerns was that the proposed density was close to the limit allowed by the Zoning Ordinance. Another concern was that some lots contained larger public utility and drainage easements in the backyards, rendering a larger portion of the rear yard unbuildable. Johnson noted that the number of new homes proposed by this addition would greatly increase vehicle traffic in the neighborhood, which would be an issue for all the neighbors. He stated that it was unfair that this burden be placed on himself and other residents of Olde Stone simply because the nearby Church of Latter-day Saints was unwilling to sell land to the developer for another access point to the subdivision. In addition, the meander put in the road between the current and previous proposal seemed insufficient. Lastly, Johnson expressed that he was frustrated with the plan and its lack of care for the residents' concerns. He said it was not a good project for either the residents or the Village, and he hoped the current commissioners acted the same way as the old commissioners had.

Wesley Lemper, another resident of Olde Stone, approached the podium. He provided detail on the size of his lot, around 26,000 square feet, which was larger than any other lot in the subdivision. When he purchased the property, he assumed the subdivision was complete, though it was not. He grew up in the area, and chose to move to Frankfort in particular because of the control it has over development. The current proposal seemed out of step with the Village's reputation. His main issue was with how the project would be constructed, noting that construction traffic would only be able to use the single point of access to the subdivision. He also wanted to know who would maintain the streets, which would experience greater wear as a result of the heavy vehicles and equipment moving in and out of the neighborhood.

Vince Ferro, a resident of Olde Stone, approached the podium. He noted that there was little change between the current plan and previous plan. In addition, the current plan does not match the design of the rest of Olde Stone. He asked how construction will be handled, as well as how the streets would be maintained. He also asked why the

taxpayers would be burdened with road maintenance when there was a clear need for two entrances to the subdivision. Ferro noted that other nearby subdivisions have two entrances, and that the lack of a second access point may in an emergency be the difference between life and death. He asked why there should be an exception for Olde Stone in this regard.

Motion (#2): Motion to close the public hearing.

Motion by: Markunas Seconded by: Schaeffer

Approved: (5-0)

Chair Rigoni asked staff if the cost of improving the road would fall on the developer.

Staff responded it would.

Chair Rigoni asked whether there was already road wear underway as a result of current construction taking place in the subdivision.

Staff responded there was.

Chair Rigoni told the members of the Plan Commission who had joined after the proposal was first brought to the Commission that there were multiple motions to consider. She asked if any commissioners had any questions on the rezoning proposal.

There were none.

Chair Rigoni asked if the commissioners had any questions about the current plat.

Commissioner Markunas stated that his issue from the last meeting was the lack of a second access point. He asked the applicant what Will County said about using their nearby drive, and what alternatives they had considered.

The applicant, Mark Berardelli, responded that he had not spoken with the County, but staff had. According to them, the County could not grant access to that private road, since it was only usable by the Federal Aviation Administration.

Commissioner Markunas asked what alternatives the applicant had considered.

The applicant responded that he had been in talks with the relevant organizations within the church. They were not interested in selling their property at this time.

Commissioner Schaeffer stated that her biggest concern with the proposal was access. However, if the church would not budge, there was nothing to be done.

Commissioner Jakubowski agreed that her biggest concern was the single access point. It created a burden for those living near the entrance, though traffic would slow after all construction was complete.

Commissioner James also expressed concern about the single point of access to the subdivision.

Chair Rigoni stated that the applicant did their due diligence trying to obtain property for a second point of access. If the Plan Commission had cut corners in approving the development with only one point of access, that was a mistake made in the past, and now the consequences were being felt. She thanked the applicant for attempting to purchase the property for a second access point from the Church of Latter-day Saints. She expressed that the situation was what it was, and directed the conversation to concerns over lot sizes.

The applicant commented on lot sizes in the proposed addition. Overall, the lot sizes in the proposed addition were on average larger than the existing lots in the subdivision. The same engineer who designed the existing Olde Stone subdivision had designed the proposed addition, and did so as efficiently as possible.

Commissioner Markunas asked staff what the buildable area would be for the proposed lots 5, 6, 7, and 8 once the rear yard public utility and drainage easements were factored out.

Staff approximated the buildable area to be between 18,000 and 20,000 square feet.

Commissioner Markunas asked if the applicant knew what the figure was.

The applicant responded they did not, but that the lots along Vienna Way and near Outlot C were comparable.

Commissioner Schaeffer noted that the proposal still seemed too dense, especially with the limited access issue. She stated she would like to see fewer lots.

Chair Rigoni asked if the proposal complied with the density requirements.

Staff responded it did.

Chair Rigoni commented that so many subdivisions meet the minimum 15,000 square foot requirement, and that she did not see the proposal meeting density in its current state. There could be issues with lot 8 in particular, since other lots with 16,000-20,000 square feet are surrounded by similar sized lots. She noted that she did not want the easement to move any further west than where it was currently located.

The applicant said the example building envelopes on the submitted plans were oversized and that the house sizes usually do not cover the entire available building envelope

Chair Rigoni responded that her concern was not with the size of the example footprints, but with but with the other future improvements, such as patios and pools, which may require variations should the current proposal go through. Better to get ahead of those challenges now rather than later.

Commissioner James expressed he had no concern over the sizes of the proposed lots, but did note there were differences between lots on the east and west sides of the road. The possibility of future lot consolidations discounted his concern over lot size.

The applicant stated that there was a prospective buyer who wanted to purchase four lots. He also mentioned the that the building setbacks were varied along the street, as required.

Commissioner Jakubowski also had no concerns about lot sizes, since it was likely someone would consolidate multiple lots.

Chair Rigoni summarized the points of conversation so far. She asked why lot 1 should or should not have been an access point for Outlot A. She asked if the cul-de-sac location could be moved back to the east side of Vienna Way, where it was originally proposed.

The applicant responded he was happy to revert to the original design for the cul-de-sac, and that the change was not a deliberate choice since the main focus was on the southern portion of the addition.

Chair Rigoni asked what the area of Outlot C was on the previously submitted plans.

The applicant responded that it was slightly larger than lots two, three, and four, approximately 17,000 square feet.

Chair Rigoni noted that the concern then was how to get that lot to comply with the width and depth regulations.

The applicant stated that the width was too small, and that the cul-de-sac was in the way as well.

Chair Rigoni responded that she would like to make sure that if the applicant wanted to make that lot buildable in the future, there would be no need bring the proposal to the Plan Commission due to the insufficient size of the lot.

Commissioner Markunas asked if the applicant would be comfortable flipping the cul-de-sac from the west side of the road to the east.

The applicant responded that they did.

There was some discussion on how to incorporate that change into the motion.

Schwarz noted that flipping the cul-de-sac would also be beneficial in the annexation agreement, since it would then be easier in the future for the Village to vacate the property so that another access point to the subdivision could be built. He also noted that adding the cul-de-sac into the density calculations would result in a density less than the required 2.25 dwelling units per acre.

Chair Rigoni added that flipping the cul-de-sac would also provide a greater sense of openness on the site. She asked staff to ensure language on vacating the cul-de-sac is incorporated into the annexation agreement, and acknowledged that the Plan Commission is not involved in that process. She then asked if there were any other points of discussion.

There were none.

Chair Rigoni told the applicant she did not want to see the easement move any further.

The applicant stated he understood.

Chair Rigoni also asked that the applicant follow the Village's standards on construction traffic.

Motion (#3): To recommend the Village Board rezone the northern parcel (PIN: 19-09-31-400-016-0020) from E-R to R-2 and the southern two parcels (PIN: 19-09-31-400-016-0010, 19-09-31-400-013-0000) from E-R to R-2 upon annexation.

Motion by: Markunas

Seconded by: Schaeffer

Approved: (5-0)

Motion (#4): Recommend Village Board approve the Final Plat of Subdivision for Olde Stone Village 1st Addition, in accordance with the reviewed plans and public testimony, subject to any necessary technical revisions prior to recording, conditioned upon final engineering approval, dedication of right-of-way for Wolf Road, legal documentation that the detention pond will be maintained by the Olde Stone 1st Addition HOA, the cul-de-sac be constructed as shown in the preliminary site plan reviewed by the Plan Commission on March 24, 2022, and the public utility and drainage easements in the rear yards of lots 5, 6, 7, and 8 not be expanded.

Motion by: Jakubowski

Seconded by: James

In favor: (3-2; Commissioner Jakubowski, Commissioner James, and Chair Rigoni voted in favor, Commissioner Markunas and Commissioner Schaeffer voted against.)

Chair Rigoni stated the result of the vote and that the project would be brought before the Village Board.

Schwarz explained for the understanding of those in the audience that the proposal would be brought to the Committee of the Whole on July 13th, 2022. If the Committee of the Whole approved the proposal, then another noticed public hearing would be scheduled with the Village Board. The earliest meeting the proposal would be on the agenda for would be August 15th, 2022. At said hearing, the Village Board would first approve ordinances authorizing and executing the annexation agreement, then would decide to either approve or deny the submitted plats.

Chair Rigoni asked the audience to contact staff with questions about the next steps for the project.

C. Public Hearing: 20801 S. LaGrange Road, Chase Bank

Gruba summarized the staff report.

Chair Rigoni asked the applicant to step forward, and asked if she had anything to add. Susan Faber with Black and Veatch on behalf of the applicant approached the podium, and stated she was present to answer questions.

Chair Rigoni asked members of the Plan Commission if they had any questions.

There were none.

Chair Rigoni asked if there were any members of the audience who wished to make comments on the proposal.

There were none.

Motion (#5): Motion to close the public hearing.

Motion by: Schaeffer

Seconded by: Jakubowski

Approved: (5-0)

Chair Rigoni explained to members of the audience that the Plan Commission had a longer conversation with the applicant at a previous meeting, which was why the public hearing was so short. She then asked if there were any comments from the Plan Commission.

Commissioner Markunas stated his biggest concern was with the visuals, and he appreciated the photographs and visualizations provided in the report. He asked the applicant what other, substitutable technologies were considered that had different visual appeal.

The applicant responded that the panels proposed are the most efficient on the market. Any other technology would not be a rooftop panel, and outside the scope of the project.

Commissioner Markunas asked if there was any other technology which could generate energy from solar radiation.

The applicant said she could not speak to other solar-collecting technology. In the situation of solar roofs, panels are the only option.

Chair Rigoni stated she struggled with the aesthetic consideration. While they would stand out at first, it is possible that people become used to them over time. At some point the roof would need to be replaced. She asked if the applicant would consider installing shingles that match the color of the panels at that time?

The applicant stated that the panels were had glass surfaces, though they appeared black, and she was unsure if replacement panels would match the shingles.

Chair Rigoni clarified she was requesting the shingles change color to match the panels, and that it may be a condition that could be added to the motion.

Commissioner Markunas asked if the applicant was willing to replace the shingles now.

The applicant responded that the roof was currently in good condition.

Commissioner Markunas asked if she would be willing to replace them regardless of the roof's condition.

The applicant replied that she was not the person who would have final say on that, but that changing the shingles now did not make a lot of sense.

Commissioner Jakubowski mentioned she had seen residential remodels that change out roof shingles without needing to replace the roof, and so that it was possible to do.

Commissioner Markunas stated that he struggled with the aesthetics. Black panels on a gray roof would stand out.

The applicant responded that there were examples of solar roofs on residential developments which showed what the final result would be on the bank. While it stood out initially, over time it became normal. It was also important to consider the importance of renewable energy.

Commissioner James noted that the pictures included in the report were helpful. He was less concerned with aesthetics, since there are other examples where the roof and panel colors clash even more. Given the characteristics of the site, the most high-traffic areas adjacent to the property were already screened by trees.

Gruba asked the applicant if the project was part of a national effort on the part of Chase.

The applicant responded it was.

Gruba then asked if there were any federal or state grants tied to the project.

The applicant stated she was unsure.

Commissioner James stated that the Comprehensive Plan had language in it about encouraging renewable energy projects. Allowing a solar roof on a commercial structure would be in line with that stated goal, and would serve as a good signal of the Village's intent.

Commissioner Jakubowski said she was also not concerned with aesthetics because of the screening on site. She said she would like to see better color matching when the roof was eventually replaced.

Commissioner Schaeffer agreed with Commissioner Jakubowski's comments. She stated she would like to incorporate a condition to the motion for future color matching between the panels and roof shingles.

The applicant stated that the proposed solar panels would generate 49% of the facility's energy needs annually.

Chair Rigoni stated she hoped the panels would not stand out.

Motion (#6): Recommend the Village Board approve a variation from Article 7, Section A, Part 2 (c) of the Village of Frankfort Zoning Ordinance to permit service/utility areas (rooftop solar panels) that are not screened from view on the existing building located at 20801 S. La Grange Road in accordance with the submitted plans, public testimony, and Findings of Fact, with the condition that when the roof shingles have reached the end of

their lifespan and are ready to be replaced, that they be of a color that closely matches the color of the solar panels and that the roof shingle color shall be verified by staff.

Motion by: Jakubowski

Seconded by: Schaeffer

Approved: (4-1; Commissioner Markunas voted against)

Motion (#7): Recommend the Village Board approve a variation from Article 7, Section A, Part 10 of the Village of Frankfort Zoning Ordinance to permit service/utility areas (rooftop solar panels) that are not screened from view on the existing building located at 20801 S. La Grange Road in accordance with the submitted plans, public testimony, and Findings of Fact, with the condition that when the roof shingles have reached the end of their lifespan and are ready to be replaced, that they be of a color that closely matches the color of the solar panels and that the roof shingle color shall be verified by staff.

Motion by: Jakubowski

Seconded by: Schaeffer

Approved: (4-1; Commissioner Markunas voted against)

D. Workshop: Misty Creek Townhomes

Gruba summarized the case.

Chair Rigoni asked the applicant to approach the podium.

The applicant, Mike Flaherty, approached the podium. He expressed his appreciation for staff's report and the opportunity to have a workshop on the project. He noted that the changes suggested at the previous meeting were incorporated into the plans. He explained that the increased size of the detention pond was to accommodate excess runoff from the nearby school, which did not meet all of its runoff requirements.

Chair Rigoni agreed that early, high-level Plan Commission meetings on proposals was beneficial, and that perhaps a mechanism should be created for more in the future. She reminded the members of the Plan Commission that the current item was a workshop, so they should discuss the plans presented. She asked staff what the rezoning request was.

Staff replied that the request was to rezone from E-R, Estate Residential to R-4, Attached Single Family Residential.

Commissioner Markunas said he was at the original workshop. Consensus at that time was that the proposal was an appropriate use for the site, even though the Village's Comprehensive Plan recommends a commercial use for the property.

Commissioners Jakubowski and James agreed.

Chair Rigoni turned the discussion toward the general design on the site plan.

Commissioner Markunas said he liked that the dog park was moved to its current location. It was a good change especially considering potential safety issues with the nearby school.

The applicant agreed, and explained that the park would be owned by the Homeowners Association and therefore private. The design was the best they could do given the space limitations.

Chair Rigoni mentioned the setback exceptions along the west and east sides of the property.

Commissioner Schaeffer said she wanted to talk about the staff recommendation to remove the proposed walking path along the north and west ends of the property and replace it with additional landscaping. She expressed agreement with the idea since anyone who wished to walk could use the existing sidewalks along Laraway Road and 116th Avenue.

Commissioner Jakubowski asked staff how far the proposed walking path was from the proposed sunrooms.

Staff responded it was ten feet away.

The applicant stated he spoke with Gruba and agreed it was a good suggestion.

Chair Rigoni asked if there was a berm on the school property to the north.

The applicant responded there was.

Chair Rigoni then asked if the applicant planned to provide landscaping on the berm.

The applicant said he was.

Chair Rigoni stated that was a good idea since the additional landscaping would help provide the privacy typically expected in back yards. She had no issue with removing the walking path since there were other nearby amenities, and it provided for more creative landscape solutions. It would also eliminate a maintenance item for the proposed Homeowners Association. She saw no issue with reducing the rear setback because of the proposed landscaping.

Commissioners Markunas and Schaeffer agreed.

Chair Rigoni also liked the dedicated right-of-way, since other townhomes have struggled maintaining private roads.

Gruba stated that the Village's engineering consultant mentioned the proposed road should have a 90° turn as proposed, but should bow out the curve, which could impact paved area considerations.

The applicant asked if that was required or suggested.

Chair Rigoni stated that the Plan Commission cannot approve changes related to engineering.

The applicant expressed his uncertainty about how necessary that change was, but said he would consult with Village staff.

Chair Rigoni asked staff if the dedication of right-of-way to Laraway Road was appropriate.

Staff responded that it was.

Commissioner Markunas asked for clarification on the right-in, right-out design of the road on 116th Avenue, since he did not recall seeing it in the previous meeting.

The applicant explained that the right-in, right-out curb cuts were incorporated in response to traffic concerns on Laraway Road.

Chair Rigoni asked if there were any concerns with the proposed floor plans and elevations.

Commissioner James asked the applicant if they were building a similar development in Mokena.

The applicant stated he was not, but that he was building on in Abbey Woods.

Commissioner Schaeffer asked the applicant if they had brought a sample board to the previous meeting.

The applicant said they had.

Chair Rigoni asked the applicant to bring it to the next meeting, to help visualize the variation in materials.

Commissioner Schaeffer asked if there had been two different options for materials at the previous meeting.

The applicant said there were not, that the variety in materials came at the request of the Plan Commission.

Schwarz noted that in regard to the proposed covenants, conditions, and restrictions that would be placed on the proposed units, some language should be included that ensures any property which builds the optional sunroom is visually cohesive with other sunrooms in the development.

Commissioner Schaeffer asked whether the decision to build the optional sunroom was final at the time of construction or purchase, or the optional sunroom could be built at any time by any future resident.

Staff responded that it was the latter.

Chair Rigoni asked if the Plan Commission had any comments on the proposed landscaping. She asked why the detention pond increased in size since the last meeting, and whether it was related to the increased dwelling units per acre figure.

Staff responded that the increased density figure was a result of the larger detention pond, that density was 5.42 units per acre, as opposed to the maximum allowable 5. Density is

based upon the overall net buildable area, which was decreased when the size of the pond was increased.

Chair Rigoni asked how much the detention pond had grown by.

The applicant said he was unsure, but estimated it grew by about a third.

Chair Rigoni asked the applicant to provide documentation which explained why the detention pond grew and why that increased the density of the proposal.

The applicant responded that initially, the plans complied with the density requirements. After more detail was obtained, the necessary change in detention area resulted in the increased density.

Staff mentioned that receiving a yield plan from the applicant would help show the impacts of the increased detention requirements.

The applicant stated they could provide a report explaining the reasons for the changes in the plan.

Chair Rigoni asked if there were any comments on density or open space.

Staff noted that the only common usable space was the walking path on the north edge of the property. However, if the path was removed as suggested, there would then be no usable open space as strictly calculated per Code.

Commissioner Schaeffer stated that the walking path as proposed already did not meet the requirements for usable open space, so removing it would make little difference in the end. In her opinion, the additional landscaping would override any concern about no usable open space. Regardless of the exact wording of the regulations regarding what is or is not considered usable open space, there would be work done on the property to the benefit of future residents.

Chair Rigoni said that the yield plan would give the Plan Commission a better sense of the tradeoffs being made by this proposal. For example, when compared to a non-PUD development on the site, is the tradeoff less open space for more units? A yield plan would clarify this.

The applicant said that this particular proposal did not feel dense in comparison to other developments he had done.

Chair Rigoni agreed, and said that the greater frequency of duplexes to triplexes helped that feeling. She summarized the conversation to that point, which covered setbacks, density, open and green space, and stormwater detention.

The applicant added that he could provide information on how much detention was required and how much was additional.

Commissioner James asked staff whether the proposed shared driveways factored into the parking requirements for the site.

Staff responded that only single driveways counted towards that requirement. Staff had provided the members of the Plan Commission with an aerial photograph of Bowen's Crossing, a similar development which was allowed to build. Staff then asked the Plan Commission how much landscaping they would like to see along the north and west property lines if the walking path were removed.

Commissioner Markunas responded that the landscaping along Laraway Road should be used as a guide.

Chair Rigoni asked if there were any other questions or comments.

There were none.

Chair Rigoni asked what the next steps for this proposal would be.

Gruba explained the process. First, to a public hearing in front of the Plan Commission, then to the Village Board. Should the Village Board approve, the proposal would return to the Plan Commission again, before appearing before the Village Board once more for final approval.

Commissioner Jakubowski noted that in similar developments, residents in corner units struggle with being blocked in their driveways.

E. Public Comments

There were none.

F. Village Board & Committee Updates

Schwarz noted that the following matters that previously came before the PC/ZBA were approved by the Village Board at its meeting on June 20:

- Homestead Center at the Southwest corner of Wolf and Laraway Roads: The Final Plat of Subdivision was approved.
- LaMarche Residence Exterior Materials Variation at 170 Vail Drive: The ordinance was approved.

G. Other Business

There was no other business.

H. Attendance Confirmation (July 14th, 2022)

Chair Rigoni asked the Commissioners to notify staff if they will not be in attendance on July 14th.

Commissioners Markunas and Schaeffer indicated they would not be in attendance.

Motion (#8): Adjournment 8:42 P.M.

Motion by: Schaeffer Seconded by: Jakubowski

Unanimously approved by voice vote.

Approved July 14th, 2022

As Presented X As Amended _____

Maura a. Rigoni /s/ Maura Rigoni, Chair

Drew Duff /s/ Secretary



MINUTES
MEETING OF VILLAGE OF FRANKFORT
PLAN COMMISSION / ZONING BOARD OF APPEALS
MARCH 24, 2022–VILLAGE ADMINISTRATION BUILDING
432 W. NEBRASKA STREET

Call to Order: Chair Rigoni called the meeting to order at 6:30 P.M.

Commissioners Present: Chair Maura Rigoni, Dan Knieriem, Will Markunas, Nichole Schaeffer, David Hogan

Commissioners Absent: Ken Guevara

Staff Present: Director of Community and Economic Development
Mike Schwarz, Senior Planner, Christopher Gruba

Elected Officials Present: Trustee Borrelli

Chair Rigoni noted that there were a number of members of the public in attendance. She provided an overview of the meeting process and swore in members of the public who wished to speak.

A. Approval of the Minutes from March 10, 2022

Motion (#1): Approval of the minutes, as presented, from March 10, 2022

Motion by: Knieriem Seconded by: Schaeffer

Approved: (5-0)

B. Public Hearing: 247 Hickory Street – Quinlan Residence Variation and Plat of Resubdivision (Ref #105)

Gruba presented the staff report.

Chair Rigoni asked the applicants to come forward.

Arthur and Gail Quinlan approached the podium. Mr. Quinlan explained the need for the variation and gave examples of basement sizes in other houses in the neighborhood.

Chair Rigoni asked the applicants to clarify what specific variation is being requested.

Mr. Quinlan stated that they are requesting Option 1, which is a variation to reduce the required minimum basement size from 80% to 48% of the ground floor area of the first

story, or 1,385 square feet instead of the required 2,808.8 square feet.

Chair Rigoni asked if there was anyone in the audience wanting to speak on this request.

Jack Johnson, a resident of Frankfort, approached the podium and stated that he is in support of the request. He added that he would have also been in favor of Option 2.

Motion (#2): Motion to close the public hearing.

Motion by: Markunas Seconded by: Schaeffer

Approved: (5-0)

Chair Rigoni asked if there were any comments from the Commission.

Commissioner Knieriem stated that many people desire basement storage and it may be the case for a buyer in the future. You cannot go back and add it later. He asked the applicants if they are open to Option 2.

Mr. Quinlan responded that the minimum 80% code requirement is a detriment to people who want to build a ranch style house. He added that Option 1 is still a large basement at 48% of the first floor area. Mrs. Quinlan added that at 48% of the first floor area is more than 1,300 square feet. She added that Option 2 at 68.3% of the first floor area the basement would be 1,971 square feet.

Discussion ensued regarding some other examples of houses in the neighborhood.

Commissioner Knieriem asked again if the applicants would consider Option 2.

The applicants responded that they are requesting Option 1.

Commissioner Markunas asked the applicants where is the hardship since they are building new.

There was some discussion.

Commissioner Schaeffer asked if this is a financial situation.

Mrs. Quinlan responded that it wasn't a financial consideration three years ago when they started planning for this project, but now it is.

Commissioner Schaeffer stated that she understood their concerns.

Commissioner Hogan stated that he did not have anything to add.

Mr. Quinlan stated that a nearby neighbor has a smaller basement.

Chair Rigoni asked staff when this requirement was adopted. She then recalled that it was adopted in 2013. She stated that she wasn't sure why this type of regulation was included in the Zoning Ordinance and not the Building Code and asked staff to look into this.

Chair Rigoni asked the applicants which option they would like the Plan Commission/Zoning Board of Appeals to vote on.

There was additional discussion among the members of the Plan Commission/Zoning Board of Appeals and Senior Planner Chris Gruba about whether or not the garage was included in calculating the requirement.

Chris Gruba stated that only the habitable area of the first floor, not the garage or the front porch, is included in the calculation.

Chair Rigoni again asked the applicants to confirm their request.

There was no immediate response.

Chair Rigoni explained the process for the vote and the waiting period should this not pass.

Mr. Quinlan stated that after further thought they are requesting Option 2, which is 68.3% of the first floor area, or a basement size of slightly more than 1,971 square feet.

Chair Rigoni read and called for a motion on the applicants' amended variation request.

Motion (#3): Recommend the Village Board approve a variation from Article 6, Section B, Part 2(l) of the Village of Frankfort Zoning Ordinance to reduce the required minimum basement size from 80% to 68.3% of the ground floor area of the first story, or 1,971.14 square feet instead of the required 2,308.8 square feet (Option 2), for a proposed new house in the R-2 Single-Family Residential District located at 247 Hickory Avenue in accordance with the submitted plans, public testimony, and Findings of Fact.

Motion by: Markunas Seconded by: Knieriem

Approved: (5-0)

Motion (#4): Recommend the Village Board approve the Quinlan Plat of Resubdivision, which is a consolidation of Lot 45, Lot 46 and half of Lot 47 in the McDonald Subdivision, subject to any necessary technical revisions prior to recording

Motion by: Schaeffer Seconded by: Markunas

Approved: (5-0)

C. Public Hearing: 19948 Lily Court – Gale Variation (Ref #106)

Gruba presented the staff report.

Chair Rigoni asked the applicant to come forward.

Patrick Gale, the applicant, approached the podium. He stated that they purchased the home in 2014 and they now have two kids. There is no shade in the backyard.

Chair Rigoni asked if there were any questions for the applicant or staff.

Commissioner Markunas asked if the Building Department has approved the plans.

Patrick Gale responded that he spoke with someone in the Building Department and they have received the plans for review.

Schaffer asked the applicant if he built the fence.

Patrick Gale responded no, it was there when they purchased the house.

Chair Rigoni asked if there was anyone in the audience wishing to comment.

There was no response.

Commissioner Hogan asked the applicant if he has received any feedback from the neighbors.

Patrick Gale responded no other than waving across the pond at his neighbors.

Commissioner Schaeffer stated that she is struggling with this one. The lots are very tight.

Patrick Gale stated that this addition is just two pillars with a roof. It will not impact the wildlife in the conservation easement.

Commissioner Markunas asked about the distance from the fence to the addition.

Patrick Gale responded that he did not have that number.

Commissioner Markunas stated that it seems really tight back there.

Patrick Gale stated that he looked up many designs to accommodate their one year old and three year old. They cannot even play in the back yard. They play in the front yard. His house is also the entrance to the cul-de-sac.

Commissioner Knieriem stated that he believes the neighbors looking down the pond will see his structure sticking out. He asked if they looked into motorized sun shades

Patrick Gale responded that they did research these, but they will not provide enough shade. His brick wall is literally hot to the touch. He added that his neighbor had one of these and when a storm came through it was ripped from the wall and his neighbor is still dealing with that issue.

Chair Rigoni stated the reason for zoning regulations such as this. All of the nearby houses have the same shallow setback and the fence makes it even more of a concern.

Patrick Gale stated that he could actually build a larger detached structure within the zoning regulations. His goal is to match the house. He stated that the sun hitting the water makes the rear wall of his house very hot to the touch.

Chair Rigoni stated that there are many houses in the community that back to water and have a similar situation.

Commissioner Hogan stated that as an option, adding some trees could help provide some shade.

Patrick Gale responded that they would need to be very tall trees and he has not seen such large trees being an option for installation.

Motion (#5): Motion to close the public hearing.

Motion by: Knieriem Seconded by: Schaeffer

Approved: (5-0)

Motion (#6): Motion to recommend approval of a variation from Article 6, Section B, Part 1 of the Village of Frankfort Zoning Ordinance to permit the construction of a rear yard addition set back 14' 3" from the rear property line, whereas 30' is required in the R-2 zone district, for the property located at 19948 Lily Court in accordance with the submitted plans, public testimony, and Findings of Fact.

Motion by: Markunas Seconded by: Schaeffer

Denied: (0-5)

D. Public Hearing: 22660 S. Harlem Avenue – Zoning Map Amendment (Rezoning) and Special Use Permit for a PUD (Gracepoint Ministries) (Ref #107)

Mike Schwarz presented the staff report. Briefly summarized, he stated:

- An application has been received to allow a religious retreat center, requiring a special use permit for a Planned Unit Development (PUD).
- The property is currently split-zoned, including AG (Agricultural) and R-2, (Single Family Residential). The entirety of the property would be rezoned to R-2.
- The property is 22.66 acres.
- There are five (5) existing buildings on the property.
- The religious retreat center would not be open to the public.
- PUD's are not permitted in the A-G zone district. A rezoning to R-2 would match the existing zoning to the south (Crystalbrook Subdivision) and allow for the approval of a PUD as a special use.
- There are some existing non-conforming buildings on the site, including a 10,000 square foot accessory structure gym, whereas the ordinance permits accessory structures up to 250 square feet for pool cabanas, pergolas and gazebos and up to 144 square feet for sheds.
- The use would require 1 parking space for every 4 seats.
- Approximately 3-4 times per year, the site may host up to 150 people on the property.
- The proposed parking lot would satisfy the Zoning Ordinance requirement for parking and, according to the applicant, be more spaces than they will realistically need.
- The buildings are heavily buffered by existing trees on all sides, both on the subject property and on the Forest Preserve District lands.
- The applicant would need to secure a permit from the Cook County Department of Transportation and Highways for a driveway onto Harlem Avenue, due to the change in use from single-family residential to a religious retreat center.
- Two motions have been provided for the Plan Commission: A Zoning Map Amendment (rezoning) from the current split zoning of AG and R-2 to all R-2, and a special use permit for a Planned Unit Development to allow the proposed religious retreat center.

Chair Rigoni asked the applicant to come forward. Jonathan Lee and attorney Richard Kavanagh. Mr. Kavanagh noted the uniqueness of the property and that the retreat center would be used by the various ministers of Gracepoint Ministries, who would visit the site during the week and weekends. Mr. Lee stated that the retreat center would only be used by team members and not the public and only for occasional visits. He believed that even when the site would host up to 150 people, that only 33 vehicle parking spaces would be used because most trips will be made by carpooling. The proposed parking lot would provide 43 regular spaces and 2 handicap accessible spaces, meeting their specific needs and the code requirement.

Chair Rigoni asked if there were any initial questions from the Plan Commission. There were none.

Chair Rigoni asked if anyone from the public wished to speak.

Mike Prising approached the podium. He stated that his backyard borders the back of the subject property. He asked if the people visiting the retreat center would be university students. Mr. Lee responded that Gracepoint is a collegiate ministry and that the people that would primarily visit the retreat are ministers at various colleges. Most of the attendees would be aged 50 and above, some with families and children, while some attendees would be aged 30-50. Mr. Prising noted that the ministries' website has a lot of pictures with college students and that he is concerned about noise generated during events. He reiterated the applicant's intention to only occasionally have up to 150 people, but asked what would prevent every weekend from becoming a very large gathering. He also asked what physical changes would be made to the site to accommodate the large number of attendees. Mr. Lee responded that their typical college retreats take place in California and involve cabins. The subject property would not be used for college retreats, but rather for ministers who would visit on occasion. Mr. Lee offered his personal cell phone number to Mr. Prising, in the event that there was excessive noise at the property. Mr. Lee noted that several modifications will need to be made to the site to accommodate the change in use, including new fire protection sprinklers and other building permits as needed.

Chair Rigoni noted that if the owners ever intended to construct a new building on site, that it would require a Major Change to the Planned Unit Development, which would require another Plan Commission public hearing and subsequent Village Board approval prior to the issuance of any building permits.

Chair Rigoni asked if anyone else wished to speak. There were none.

Motion (#7): Motion to close the public hearing.

Motion by: Schaeffer

Seconded by: Markunas

Approved: (5-0)

Chair Rigoni asked if the Plan Commission wished to discuss the rezoning of the property from AG and R-2 to all R-2. There was no discussion.

Chair Rigoni asked if the Plan Commission wished to discuss the special use permit for the Planned Unit Development.

Commissioner Schaeffer said that the topic of drainage from the proposed parking lot was covered at the workshop meeting.

Commissioner Markunas asked if the suggested conditions of approval (A-F) are required. Schwarz responded that it would be preferred to have conditions A-F approved as part of the record. Schwarz stated that final engineering plans for the site

had not been completed, because if the rezoning and the special use permit were denied, there would be no need for the applicant to proceed with preparing final engineering plans. He noted that final engineering plans would be required as a condition of any final approval. Schwarz asked if Condition C could be refined, such as implementing a 75' buffer around the perimeter of the subject property in which existing trees would not be removed, in order to maintain the landscape buffer.

Chair Rigoni asked if the landscaping requirements for the parking lot was met. Schwarz responded in the affirmative and that no variances were being sought. Chair Rigoni asked if the number of events held per year could be limited. She asked if the Village limited the number of events for other churches. Schwarz responded that he was not aware of any such conditions on other churches in the Village.

Chair Rigoni stated that the proposed use was unique in that it borders a subdivision to the south, particularly bordering a future public right-of-way once Granton Place is constructed. She recommended a condition that parking be prohibited along Granton Place.

The Commission discussed the topic of tree preservation on the subject property. Richard Kavanagh stated that the applicant is not intending to remove any trees along the south and west property lines. The Commission discussed adding a condition that all trees on the property, except those within 100' of the three main buildings, shall not be removed unless they are dead or diseased.

Motion (#8): Recommend that the Village Board approve a Zoning Map Amendment (Rezoning) from AG and R-2 to all R-2 for the property located at 22660 S. Harlem Avenue, in accordance with the public testimony and Findings of Fact.

Motion by: Schaeffer

Seconded by: Markunas

Approved: (5-0)

Markunas recommended adding a condition that parking be prohibited along Granton Place. Schwarz recommended a condition of "no offsite parking" instead. The Commission agreed.

Motion (#9): Recommend that the Village Board approve a Special Use Permit for a Planned Unit Development (PUD), including an exception from Article 6, Section B, Part 1 of the Village of Frankfort Zoning Ordinance which requires a minimum 100-foot lot width standard, and from Article IX, Section 9.5 of the Village of Frankfort Land Subdivision Regulations, which requires lot dimensions to conform to the requirements of the Village of Frankfort Zoning Ordinance, to allow continuation of a lot which has zero street frontage, as well as any other exceptions as may be necessary, to accommodate a proposed religious retreat center, for the property located at 22660 S. Harlem Avenue, in accordance with the submitted plans, public testimony, and Findings of Fact, subject to the following conditions:

- a. Subject to Village approval of the required final engineering plans for the proposed parking area;

- b. Subject to Village approval of the required landscape plan/tree preservation plan;
- c. Subject to preservation of the existing trees and vegetation around the perimeter of the property, specifically that all trees, except those within 100' of the three main buildings, shall not be removed unless they are dead or diseased;
- d. Subject to Village approval of the required site lighting photometric plans for any proposed exterior lighting;
- e. Subject to Cook County Department of Transportation and Highways approval of any necessary permits related to the driveway entrance on Harlem Avenue
- f. The submitted Plat of Survey and Site Sketch Plan shall be the approved site plan for the Planned Unit Development.
- g. There shall be no off-site parking.

Motion by: Markunas

Seconded by: Schaeffer

Approved: (5-0)

E. Public Hearing: Olde Stone Subdivision 1st Addition (Ref #108)

Chris Gruba presented the staff report.

Chair Rigoni asked the applicant to come forward.

Mark Berardelli and John Garcia approached the podium.

Chair Rigoni asked the Commission if they have any initial questions for staff or the applicant.

Knieriem asked the applicant if there is any detention.

Mark Berardelli responded that it is shown on the screen as Outlot A.

Knieriem asked why the overall parcel is a flag lot.

Mark Berardelli responded that it has always been there.

Knieriem added that it is just an odd shape and wondered if it was there for some reason. What is the plan for it? Will anything go on it? Drain tile, etc.

Mark B. responded no.

Knieriem asked if there is any provision for park or recreation land.

Mark B. responded no, the Park District is requesting cash-in-lieu for this project.

John Garcia added that there is a small park in the existing Old Stone Village.

Chair Rigoni asked if there were any other comments or questions from the Commission.

There were none.

Jack Johnson, a nearby resident, approached the podium. He asked if there could be use of recapture or eminent domain to make the road connection to Wolf Road through the church property.

Mark B. responded that they have reached out to the church and the request needs to go through the national church. They are still working on it.

Jack Johnson stated that these new homes will add to the existing traffic already in the neighborhood. He added that he was surprised that the Fire District has not objected to the single point of access. Someone in the neighborhood shared a flyer with him that suggested that the flag portion of the overall parcel should be used to provide a second point of access to Wolf Road.

Chair Rigoni asked who shared the flyer.

He responded that he did not know. It was a tri-fold flyer.

Chair Rigoni asked staff if they have seen this flyer.

Mike Schwarz indicated that they have not.

Jack Johnson stated that he had concerns about the average lot size and came up with 17,995 sf. He stated that there is a big disparity when coming in past the recent lot consolidations. He stated that the back of some of the proposed lots within the public utility and drainage easement should not be used in the average lot size calculation. He suggests that the lots should follow the shape of the drainage easement. The pond on Outlot A should be elongated. He has an issue with an existing easement. He stated that there is nowhere in Olde Stone that has a straight run. There are no hard ninety-degree intersections in Olde Stone. The character is lacking. This is not very unique. There must be a requirement that every provision of the Olde Stone CCR's should be mirrored. Along the FAA tower, the neighborhood has a berm. He did not see a berm along this project. When we met three years ago, Commissioner Petrow suggested to the applicant that maybe they should go for an R-1 zoning. He believes that if this addition goes through, it will negatively affect Olde Stone Village.

Karen Kolovitz, an unincorporated property owner who has lived there 30 years can provide some background on why the flag is there. It was there when they purchased the property. Over the creek the road must accommodate the largest fire trucks. That flag portion of the overall property often floods and it would not be feasible to use it for ingress and egress. The person with the flyer had a good idea but it is not feasible.

Knieriem asked if she is south of the flag.

She stated that is correct. It is a 5 acres parcel.

Vincent Ferro, lives on Vienna Way. He had previously tried to purchase this parcel and works in the construction business. He estimates that the cost to build that bridge along the flag to Wolf Road would cost more than one million dollars and would be cost prohibitive. He estimates there will be hundreds of loads of dirt to raise the site, up to 3,000 cubic yards to bring fill into the site. If there are going to use their existing roads, are they going to pay for the repairs?

Victoria Atkins, president of the HOA, stated that she immediately contacted the HOA management company and they did not know about the proposed subdivision. She requested that there be a tabling in order to allow the attorneys time to review this.

Ms. Gazino stated that she lives on the bend and has three kids. It will not be safe.

They pay a lot of money to maintain their entrances and why should their HOA be able to join them.

Jeff Buric, nearby residents are concerned about construction traffic and pollution. Concerned for safety of kids. Wants to enjoy their homes with dust. Agrees with Jack Johnson that you don't see a straight run of homes in Olde Stone.

Chair Rigoni asked if there were any other members of the audience wishing to make a comment.

There was no response.

Schaeffer made a motion, seconded by Hogan to close the public hearing.

Motion (#10): Motion to close the public hearing.

Motion by: Schaeffer Seconded by: Hogan

Approved: (5-0)

Chair Rigoni asked the applicant and representatives to approach the podium and begin answering the questions that came up, in no particular order.

Brain Hertz, of MG2A explained the drainage swale and berm along the rear of Lots 5-8.

There was some discussion about whether or not the areas along Lots 5-8 beyond the broken line shown on the plat is usable.

Brian Hertz responded that the Village does not allow any improvements in drainage easements.

There was discussion about the rear of those lots being included in the average lot size calculation.

Commissioner Schaeffer asked if the squares shown within each lot are just the buildable area where a house could sit.

Brian Hertz responded yes.

Chair Rigoni asked if they could respond to the construction traffic.

There was some discussion about whether or not Olde Stone streets have their final top coat or are just binder.

Mike Schwarz stated that staff can review the original Olde Stone annexation agreement to see if there is any language about the timing of the final top coat based on a percentage of homes being built, etc.

Chair Rigoni explained to the audience members that this proposed HOA will be paying for its own detention pond. The Village maintains the Olde Stone Village detention ponds.

Commissioner Knieriem asked the applicant if they are not able to work out an agreement with the church, where do you go from there?

Mark Berardelli stated that the Comprehensive Plan and the original Olde Stone Village Subdivision call for the development of this property. The Village also did a good job with the annexation agreement for the church, which requires the construction of a roadway connection to Wolf Road if the church property is ever developed.

There was some discussion about how the original Olde Stone Village Subdivision was developed without a second point of access and if there were options for achieving a second point of access for the proposed addition, possibly by approaching the county for use of the FAA tower parcel.

Commissioner Hogan commented on the existing situation.

Commissioner Schaeffer stated it would be nice to have another access point, but maybe this can be addressed with a future phase.

Mike Schwarz explained that the annexation agreement will include a provision that addresses Lot 16 being held open for the cul-de-sac until such time that Vienna Way can be extended to Wolf Road through the church property. He added that a note can be added to the plat stating this as well and the plat itself shows that the right-of-way touches the north property line.

Commissioner Markunas stated that he has a problem with the lack of a second point of access. That needs to be in place before anything can happen on this property.

Chair Rigoni stated her concerns with not having a second point of access. She stated that all options need to be explored and exhausted including discussions with the county for use of the FAA tower parcel for emergency access.

Chair Rigoni stated that she has a concern about Outlot D for potential future pedestrian access to the west which runs between Lots 9 and 10.

Mike Schwarz explained the rationale for staff having it on the plat. There was consensus that this be removed as it is only 10 feet wide and the owners of Lots 9 and 10 will claim this area as their own.

Mark Berardelli stated that he supports removal of Outlot D which will allow slightly larger Lots 9 and 10.

Chair Rigoni asked for comments regarding lot sizes.

There was some discussion about the inclusion of the drainage easements along the rear of Lots 5-8 being used in the lot area calculation.

Commissioner Hogan asked the applicant if they considered slightly larger lots.

Mark Berardelli responded that even with slightly larger lots there is not much they can do with the alignment of the street.

There was some discussion about possibly meandering the road or maybe adding an elongated boulevard section that divides the lanes of traffic to lessen the visual impact of the straight alignment.

Mike Schwarz added that a boulevard would need to be vetted with the Department of Public Works.

Chair Rigoni stated that the CCR's must match the original Olde Stone Village CCR's. These should state that all common area maintenance will be the responsibility of the HOA.

There was discussion about the various motions and re-opening the public hearing so that a new notification is not necessary.

Motion (#11): Motion to reopen the public hearing.

Motion by: Schaeffer Seconded by: Markunas

Approved: (5-0)

Motion (#12): Motion to table the public hearing until April 14, 2022.

Motion by: Knieriem Seconded by: Schaeffer

Approved: (5-0)

F. Public Comments

Chair Rigoni noted that there were no members of the public remaining in attendance so there are no public comments.

G. Village Board & Committee Updates

Schwarz noted that no matters that previously came before the PC/ZBA were acted upon by the Village Board at its meeting on March 21.

H. Other Business

Chair Rigoni noted that there was no other business.

I. Attendance Confirmation (April 14, 2022)

Chair Rigoni asked the Commissioners to notify staff if they will not be in attendance on April 14th.

Motion (#13): Adjournment 10:25 p.m.

Motion by: Markunas Seconded by: Schaeffer

Unanimously approved by voice vote.

Approved April 14, 2022

As Presented X As Amended

Maura A Rigoni /s/Maura Rigoni, Chair

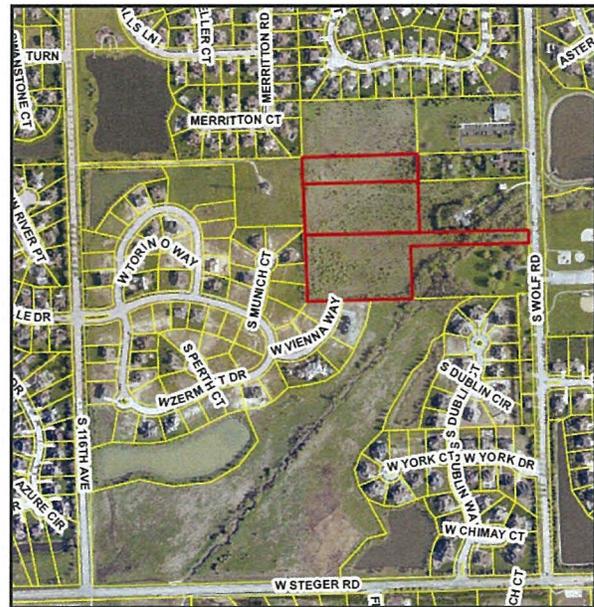
Christopher Bruba s/ Secretary

Project: Olde Stone Village Subdivision – 1st Addition
Meeting Type: Public Hearing
Request: Rezoning (upon annexation), Preliminary and Final Plat of Subdivision, Plat of Dedication
Location: Vienna Way
Subdivision: Olde Stone Village
Applicant: Olde Stone Development, LLC
Prop. Owner: Juan Garcia
Representative: Mark Berardelli

Site Details

Project Size: 13.66 acres (6.93 + 4.53 + 2.2)
PIN(s): 19-09-31-400-016-0020
 19-09-31-400-016-0010
 19-09-31-400-013-0000
Existing Zoning: E-R, A-1 (County), E-1 (County)
Prop. Zoning: R-2
Buildings / Lots: 15 add'l proposed, 104 existing
Total Sq. Ft.: N/A
Average Lot Size: 19,613 (within the 1st Addition)

Figure 1. Location Map



Adjacent Land Use Summary:

	Land Use	Comp. Plan	Zoning
Subject Property	Undeveloped	Single Family/Envr. Conservation	E-R, A-1 (Cnty.) E-1 (Cnty.)
North	Undeveloped, Single Family	Single Family/Envr. Conservation	E-R
South	Single Family	Single Family/Envr. Conservation	R-2
East	Single Family	Single Family/Envr. Conservation/Parks	A-1 (Cnty.) E-1 (Cnty.)
West	Single Family, Public Utility	Single Family/Public Institutional	R-2, A-1 (Cnty.)

Project Summary

Olde Stone Village was originally platted in 2005 and consists of a west portion and east portion, separated by a floodplain for Jackson Creek. The west portion was originally platted for 67 lots, although after two lot consolidations, there are currently 65 lots. The east portion was originally platted for 41 lots, with 39 lots existing today after lot consolidations. The entirety of Olde Stone Village now consists of 104 buildable lots. The applicant is proposing the first addition to the west portion of Olde Stone Village, by extending Vienna Way to serve an additional 15 lots, for a total of 81 lots on the west portion. Vienna way currently terminates as a stub street, but is proposed to terminate as a cul-de-sac, similar to all other dead-end streets within Olde Stone Village. The plans have been reviewed by the Village’s engineering consultant and there has been a substantial completion of preliminary engineering. The project requires annexing the southern two parcels and rezoning them along with the northern parcel, to R-2, Single-Family Residential, matching the existing zoning for Olde Stone Village.

Attachments

1. 2019 aerial photograph, Village of Frankfort GIS
2. Zoning Map, Village of Frankfort GIS
3. FEMA Flood Hazard Area map
4. National Wetlands Inventory Map the subject area and environs.
5. Lot Size Analysis of existing and proposed lots, prepared by staff
6. Plan Commission minutes excerpt from May 13, 2021 and March 24, 2022
7. Findings of Fact (rezoning), prepared by applicant
8. Original Plat of Olde Stone Village (2005)
9. Survey, received by staff 11.9.21
10. Plat of Annexation, received by staff 2.2.22
11. Final Plat of Olde Stone 1st Addition, received by staff 6.16.22
12. Preliminary Plat of Olde Stone Village 1st Addition (site plan), received by staff 6.15.22
13. Tree Survey, received by staff 11.9.21

Background

In consideration of the request, staff offers the following points of discussion:

1. Olde Stone Village subdivision was approved in 2005, containing a west and east portion with a total of 108 lots. After subsequent lot consolidations and excluding non-buildable lots for public utility easements, there are now a total of 104 lots. Currently, the subdivision is nearing completion, and the Building Department estimates there are approximately 20 undeveloped lots.
2. The Plan Commission reviewed the proposed 1st addition project as a workshop on May 13, 2021 and again as a public hearing on March 24, 2022. Comments were provided to the applicant at both meetings and the plan has been amended slightly. The Village's engineering consultant has also reviewed the project and substantial preliminary engineering work has been completed.

Changes to Plan

1. The main changes to the plan since the last public hearing on this project include the following:
 - a. The Vienna Way extension has been curved to provide more visual interest and to even out the lot sizes within the proposed addition.
 - b. The 10' wide pedestrian connection to the County FAA tower site has been removed, as the County has rejected any use of their property for either pedestrian traffic or vehicle traffic. This was formerly illustrated as "Outlot D" and was located between Lots 13 & 14. The area for this outlot has been added to the adjacent buildable lots.
 - c. The proposed cul-de-sac has been flipped from the east side of Vienna Way to the west side.

Analysis

1. The proposed 1st Addition would add 15 lots to the stubbed end of Vienna Way, terminating in a cul-de-sac. These 15 lots would be added to the **west** portion of Olde Stone, which currently has 65 lots, bringing the total to 80 lots. Under the terms of the pending draft annexation agreement for Olde Stone Village 1st Addition, Outlot C could become a buildable lot (the 16th lot) if at any time in the future Vienna Way is extended north to the parcel that is currently owned by the Church of Latter-Day Saints and connected to Wolf Road. The cul-de-sac with a landscape island would be removed, and the curb, gutter, sidewalk and parkway would be removed and shifted/reconstructed to accommodate the 16th lot.

2. The 1st Addition area currently consists of 3 parcels under the same ownership. The two southern parcels are located in unincorporated Will County, while the northern parcel is within Village limits and is zoned E-R, Estate Residential. The two southern parcels would need to be annexed into the Village. Annexed parcels are automatically assigned a zone designation of E-R. The applicant has submitted a Plat of Annexation, which has been included with this staff report, although it is the Village Board and not the Plan Commission that has authority to act on annexations. The Plan Commission, however, would forward a recommendation to the Village Board regarding the proposed rezoning from the default zoning of E-R (Estate Residential) to R-2 (Single-Family Residential).
3. The 2019 Comprehensive Plan Future Land Use Map recommends that the subject property be developed for single-family, detached residential homes. The proposed R-2 zone district aligns with this recommendation.
4. This project would require that all 3 parcels be rezoned to R-2, Single Family Residential, which would match the existing zoning for Olde Stone Village. The R-2 zone district permits the creation of residential lots at least 15,000 square feet in area. The average lot size for the proposed 15 lots is 19,613 square feet, with 16,799 square feet being the smallest lot, complying with this requirement.
5. Staff has provided an analysis of the existing lot sizes in Olde Stone Village and the proposed lot sizes for the 1st Addition, allowing a comparison of lot sizes between the developments.
6. All proposed lots meet the required minimum lot width (100') and depth (150').
7. The R-2 Single-Family District allows a maximum net density of 2.25 units per net buildable acre. With 15 lots, the net density is 2.23 units per acre. In the future, if Outlot C is converted to a buildable lot, the net density would be slightly higher, but then some of the area of the right-of-way would then count toward the net buildable area. The net density is determined by taking the overall area of 13.66 acres (post right-of-way dedication), deducting the area of the four outlots, and dividing by the number of buildable lots. The total area of proposed right-of-way is 1.41 acres and the total area of the proposed outlots is 5.51 acres, for a total of 6.92 acres. The total project acreage of 13.66 acres, minus the right-of-way and outlot area of 6.92 acres equals the net buildable area of 6.74 acres.
8. The Preliminary Plat (site plan) illustrates three (3) proposed streetlights along the Vienna Way extension. No details have been provided for the streetlights, although they should match the existing streetlights within the original Olde Stone Village subdivision.
9. The Frankfort Fire District requires that dead-end roads provide a cul-de-sac with a minimum diameter of at least 90'. The Zoning Ordinance requires that cul-de-sacs contain a landscaped island. Olde Stone Village currently has several dead-end streets that terminate with landscaped cul-de-sacs. The proposed cul-de-sac has been reviewed by the Frankfort Fire District and complies with the fire truck turning radii requirements. The landscaped island size complies with the Zoning Ordinance requirements.
10. Part of the subject property that abuts Wolf Road must be dedicated for Wolf Road right-of-way. The area of dedication measures 97.18' wide along the road and exactly 40' deep. The right-of-way dedication can be approved as part of the Preliminary and Final Plat of Subdivision approval.
11. The proposed 1st Addition abuts undeveloped land owned by the Church of Latter-Day Saints to the north. The actual church building occupies a separate parcel to the east, which has access to Wolf Road. Per the annexation agreement for the church property (Ord-1952), should the undeveloped church parcel be subdivided (as would be the case for single-family homes), Vienna Way must then connect to Wolf Road.
12. Currently, the west portion of Olde Stone Village has only one access point (to 116th Avenue) to serve the existing 65 lots. Both the PC-ZBA and staff asked the applicant to explore options to provide a second

means of access to the subdivision as part of the proposed 15-lot addition. On May 21, 2022, staff was made aware that the County, who operates the FAA tower site to the west, will not grant any vehicular access through their property to 116th Ave. On June 7, 2022, staff was made aware that the church property owners are not interested in selling any of their property at this time to construct additional lots, which would also involve connecting Vienna Way to Wolf Road. As such, the applicant is proposing to terminate Vienna Way in a cul-de-sac. Should the owners of the church property decide to sell their property, the applicant would attempt to purchase the property to create additional lots and connect Vienna Way to Wolf Road.

13. The Zoning Ordinance (page 145) notes that residential subdivisions with over 30 dwelling units must provide two points of access to the subdivision. The western portion of Olde Stone Village currently has 65 lots and only has access at one point to 116th Avenue. It's unclear how the subdivision was constructed for 65 lots with only 1 point of access, although it is now considered an "existing, non-conformity". The Fire Code does not require two points of access for this subdivision; it is only a requirement in the Zoning Ordinance.
14. The Preliminary and Final Plat of Subdivision illustrates proposed easements for water, sanitary and storm lines, as well as for public utility and drainage easements. There is also an existing 10' wide easement that runs through lots 2 and 15 that would be abrogated (vacated).
15. The 15-lot addition would not be added to or become part of the HOA for the original Olde Stone Village Subdivision. This 15-lot addition would be governed by its own Covenants, Conditions and Restrictions (CCR's). The proposed CCR's have been drafted to mirror the existing Olde Stone Subdivision CCR's and are currently being reviewed by staff.
16. The detention pond on Outlot A will be maintained by the new Olde Stone Village 1st Addition HOA and not the Village of Frankfort. Specifically, the HOA will maintain the shoreline plantings (traditional lawn grass or prairie grass) and possible algae maintenance. The Village Department of Public Works would assume responsibility for maintaining the inlet and outlet structures of the detention pond, which is typical for this type of development.
17. At the previous public hearing, the Preliminary Plat and Final Plat illustrated a 10' wide pedestrian path between Lots 13 & 14. This outlot was intended to provide pedestrian access only for residents to travel through the existing FAA radio tower parcel, connecting to the existing 10' wide pedestrian path along the east side of 116th Ave., to Roy and Dorothy Janssen Park. However, in an email from the County to Village staff on May 21, 2021, the County objects to the use of the radio tower property for "recreational" purposes, including pedestrian crossing. As such, this outlot has been removed from the current plats.
18. A revised landscape plan has not been submitted to ensure compliance with the Landscape Ordinance with respect to the number of street trees and detention pond landscaping. However, the former landscape plan reviewed at the previous public hearing did comply with the Landscape Ordinance and it is anticipated that the revised landscape plan will also comply. There are very few trees and no preservation trees on the subject property, making mitigation of preservation trees moot.
19. Building elevations for the proposed homes have not been provided at this time. The developer intends to construct homes that are architecturally consistent with the variety of homes in the original Olde Stone Village Subdivision.
20. The applicant has spoken with the two school districts, the Frankfort Park District and each taxing body has agreed to accept cash donations in lieu of any land dedication.

Amendments (Rezoning)- Findings of Fact _____

The Plan Commission shall make written findings of fact and shall submit same, together with its recommendations to the Village Board, for action. Where the purpose and effect of the proposed amendment is to change the zoning classification of particular property, the Plan Commission shall make findings based upon all the evidence presented to it and shall consider among other pertinent matters, the following:

1. Existing uses of property within the general area of the property in question;
2. The zoning classification of property within the general area of the property in question;
3. The suitability of the property in question to the uses permitted under the existing zoning classification;
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classification; and
5. The change in zoning is in conformance with the comprehensive plan of the Village and its official map.

Affirmative Motions _____

1. Recommend the Village Board rezone the northern parcel (19-09-31-400-016-0020) from E-R to R-2 and the southern two parcels (19-09-31-400-016-0010, 19-09-31-400-013-0000) from E-R to R-2 upon annexation.
2. Recommend the Village Board approve the Final Plat of Subdivision for Olde Stone Village 1st Addition, in accordance with the reviewed plans and public testimony, subject to any necessary technical revisions prior to recording, conditioned upon final engineering approval, dedication of right-of-way for Wolf Road and legal documentation that the detention pond will be maintained by the Olde Stone 1st Addition HOA.

VILLAGE OF
FRANKFORT
EST • 1855

Memo

To: Committee of the Whole
From: Theresa Cork
Date: November 9, 2022
Re: 2023 Meeting and Holiday Calendar

The 2023 Meeting and Holiday Calendar is attached for your review and consideration. The Village is required to publish the schedule of regular meetings at the beginning of each calendar year or fiscal year and shall state the regular dates, times, and places of the meetings.

The calendar takes into consideration the Village's ten observed holidays. The Village Board typically meets on the first and third Monday of each month commencing at 7:00 P.M., except when a meeting falls on a holiday, in which case the meeting is scheduled for the Tuesday after that holiday.

Committee Nights are scheduled for the second Wednesday of each month commencing at 5:30 P.M. to discuss upcoming Village Board actions and other items of business.

At its October 13, 2022 meeting, the Plan Commission/Zoning Board of Appeals approved the 2023 Plan Commission meeting dates. All dates are the second and fourth Thursday of the month commencing at 6:30 P.M., except no meeting will be held on November 23, 2023 (Thanksgiving Day).

At its October 19, 2022 meeting, the Historic Preservation Commission approved the 2023 Historic Preservation meeting dates. All dates are the third Wednesday of each month commencing at 5:30 P.M.

All meetings are open to the public and will be held at the Village Administration Building, 432 W. Nebraska Street.

Motion: Recommend the Village Board approve the 2023 Meeting and Holiday Calendar as presented.

2023

VILLAGE OF FRANKFORT

MEETING AND HOLIDAY CALENDAR

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
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26	27	28				

March						
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26	27	28	29	30	31	

April						
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23	24	25	26	27	28	29
30						

May						
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21	22	23	24	25	26	27
28	29	30	31			

June						
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11	12	13	14	15	16	17
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July						
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30	31					

August						
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27	28	29	30	31		

September						
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October						
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29	30	31				

November						
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19	20	21	22	23	24	25
26	27	28	29	30		

December						
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					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- Village Board
- Committee Night
- Historic Preservation Commission
- Plan Commission/Zoning Board of Appeals
- Holiday

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

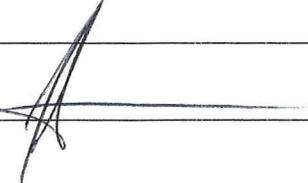
WE STATE OR BELIEVE:

1. That our current Olde Stone Village (west) subdivision has 69 dwelling units and only one vehicular entrance. Sixteen (16) additional homes would total 85 dwelling units.
2. That our petition for a second vehicular entrance is necessary to implement various remedial measures for our public health, comfort, safety, convenience, emergencies, necessity and public welfare.
3. That the parcel proposed for development has roadway frontage at 22826 Wolf Road, and the developer should utilize Wolf Road as their point of access so that our community does not sacrifice the safety of our children, roads and community.

4. Additional Resident Comments or Concerns:

Please Reference International FIRE CODE
Section D107.1 - one or two Family Residential Developments

Signature of Resident:

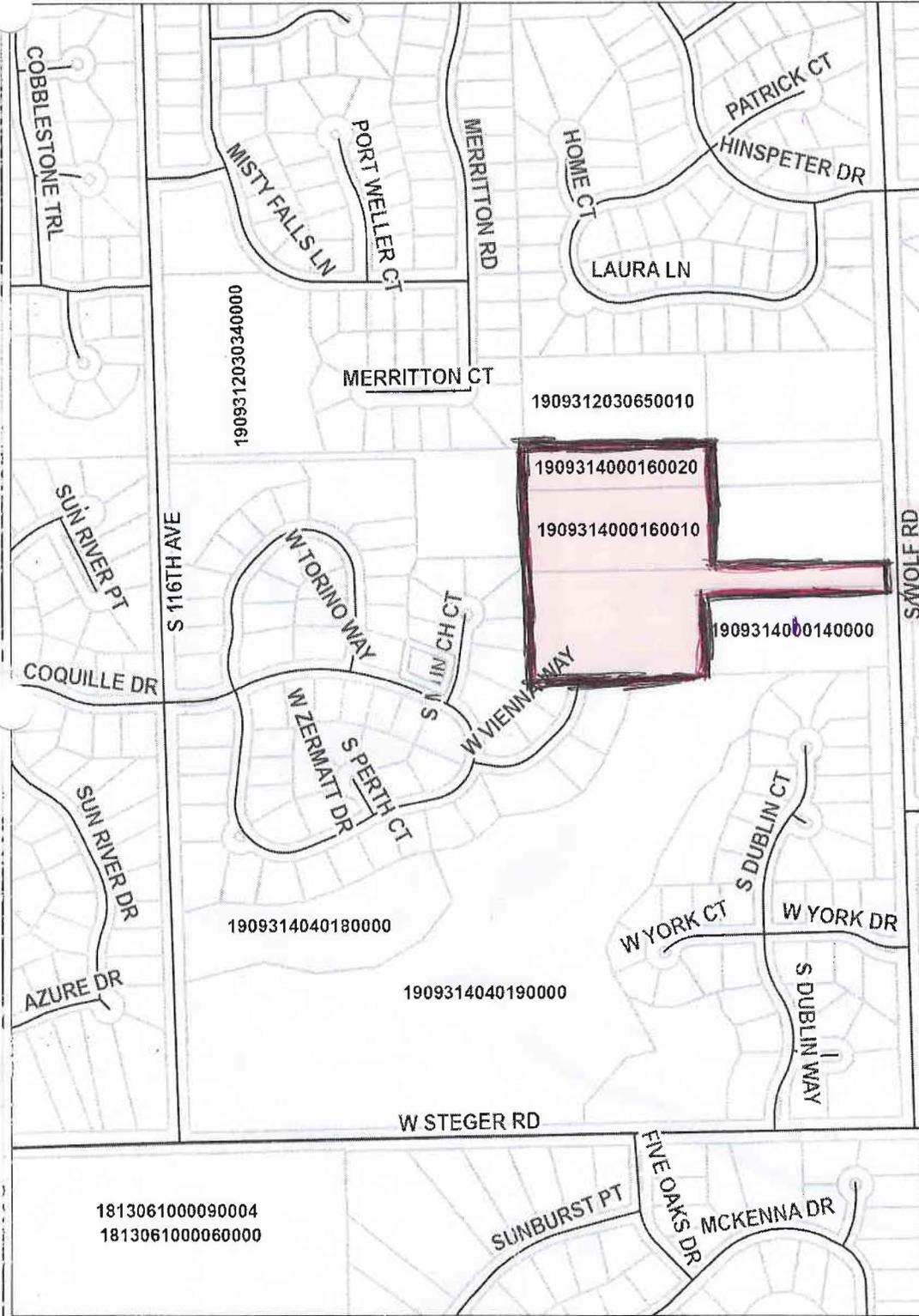
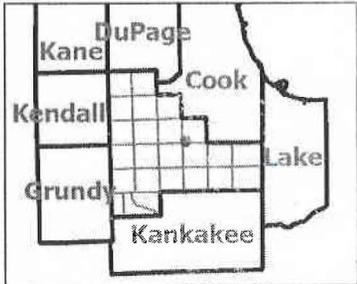
① 	② 
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Printed Name of Frankfort Resident:

① Katarzyna Pycinska	② Jack Johnson
----------------------	----------------

Home Address:

22830 Munich Ct.
Frankfort, IL 60423



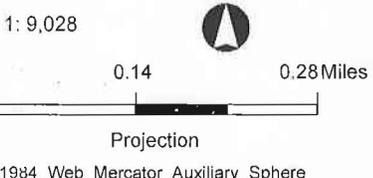
Legend

- Roadways
 - Federal
 - State
 - County
 - Local and Private
- Townships
- Parcels LY

*LAND PROPOSED FOR DEVELOPMENT HIGHLIGHTED IN ORANGE & OUTLINED.

Notes

Date: 8/11/2022



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TO THE VILLAGE OF FRANKFORT

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WE STATE OR BELIEVE:

1. That our current Olde Stone Village (west) subdivision has 69 dwelling units and only one vehicular entrance. Sixteen (16) additional homes would total 85 dwelling units.
2. That our petition for a second vehicular entrance is necessary to implement various remedial measures for our public health, comfort, safety, convenience, emergencies, necessity and public welfare.
3. That the parcel proposed for development has roadway frontage at 22826 Wolf Road, and the developer should utilize Wolf Road as their point of access so that our community does not sacrifice the safety of our children, roads and community.

4. Additional Resident Comments or Concerns:

For safety & congestion reasons this proposed development needs to add a second entrance as part of the development. Also very concerning that the planning commission gave them a list of items that needed to be addressed & then passed them through the next time without addressing ANY of the issues the planning commission said to need to be addressed.

Signature of Resident:

Kevin Goodwin

Printed Name of Frankfort Resident:

Kevin & Tina Goodwin

Home Address:

22894 Perth Court, Frankfort IL

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4. Additional Resident Comments or Concerns:

It is very concerning to have ^{heavy} construction traffic pass by our homes. We bought this home because we thought it was a quiet corner street.

Signature of Resident:

Anuja Gupta

Printed Name of Frankfort Resident:

DR ANUJA GUPTA f DR GAURAV KHAROO

Home Address:

11435 Vienna Way, Frankfort

TO THE VILLAGE OF FRANKFORT

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4. Additional Resident Comments or Concerns:

I fully support this petition. We have 3 little kids and the thought of more cars passing my front of the house daily is very worrisome.

Signature of Resident:

Robyn Guzzino

Printed Name of Frankfort Resident:

Robyn Guzzino

Home Address:

11431 Zermatt Dr.
Frankfort, IL 60423

TO THE VILLAGE OF FRANKFORT

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4. Additional Resident Comments or Concerns:

There are a lot of children in the neighborhood - increased traffic puts families at risk. Cars already speed around and additional traffic is a serious safety hazard.

Signature of Resident:

Kelly Kirkman

Printed Name of Frankfort Resident:

Blake & Kelly Kirkman

Home Address:

22919 Perth Court
Frankfort, IL 60423

TO THE VILLAGE OF FRANKFORT

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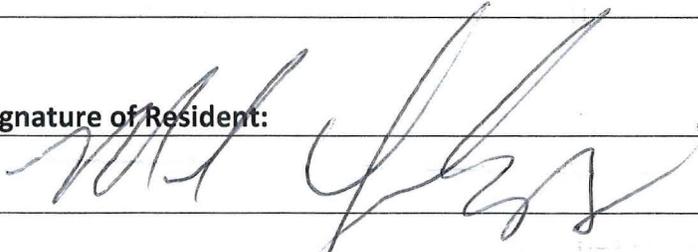
WE STATE OR BELIEVE:

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2. That our petition for a second vehicular entrance is necessary to implement various remedial measures for our public health, comfort, safety, convenience, emergencies, necessity and public welfare.
3. That the parcel proposed for development has roadway frontage at 22826 Wolf Road, and the developer should utilize Wolf Road as their point of access so that our community does not sacrifice the safety of our children, roads and community.

4. Additional Resident Comments or Concerns:

This petition should be highly considered and approved.

Signature of Resident:



Printed Name of Frankfort Resident:

Mark Jacobozzi

Home Address:

11578 Torino Way
FRANKFORT, IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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3. That the parcel proposed for development has roadway frontage at 22826 Wolf Road, and the developer should utilize Wolf Road as their point of access so that our community does not sacrifice the safety of our children, roads and community.

4. Additional Resident Comments or Concerns:

WE ARE ALSO OPPOSED TO CONSTRUCTION VEHICLES AND WORKERS HAVING ACCESS TO THE PROPOSED CONSTRUCTION SITE FROM THE OLDE STONE VILLAGE ENTRANCE LOCATED ON 116TH STREET.

Signature of Resident:

 & Lisa Buric

Printed Name of Frankfort Resident:

JEFFREY T. BURIC & Lisa Buric

Home Address:

11482 TORINO WAY, FRANKFORT IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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3. That the parcel proposed for development has roadway frontage at 22826 Wolf Road, and the developer should utilize Wolf Road as their point of access so that our community does not sacrifice the safety of our children, roads and community.

4. Additional Resident Comments or Concerns:

This request is of paramount importance. The safety of our community will be materially jeopardized if the developer does not utilize Wolf Road entrance.

Signature of Resident:

Kevin Skilton

Printed Name of Frankfort Resident:

Kevin Skilton

Home Address:

11557 Torino Way, Frankfort, IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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4. Additional Resident Comments or Concerns:

TRAFFIC IN/OUT OF ODSVW IS ALREADY AN ISSUE - SPEEDING + CONGESTION PARTICULARLY IN AM DURING SCHOOL BUS PICKUP. THIS IS A SAFETY ISSUE. PRIORITY SHOULD BE GIVEN TO EXISTING DEVELOPMENTS + COMPLIANCE WITH CURRENT ZONING ORDINANCE.

Signature of Resident:

Holly Bardecki

Printed Name of Frankfort Resident:

HOLLY BARDECKI

Home Address:

22814 MUNICH COURT, FRANKFORT IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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4. Additional Resident Comments or Concerns:

The developer is proposing to add homes in the cheapest way versus what would be best for existing tax paying residents & homeowners. They are not concerned about Frankfort residents only their bottom line.

Signature of Resident:

Jessica Halpin V. Ferro

Printed Name of Frankfort Resident:

Jessica Halpin Vincent Ferro

Home Address:

11387 VIENNA WAY
FRANKFORT, IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

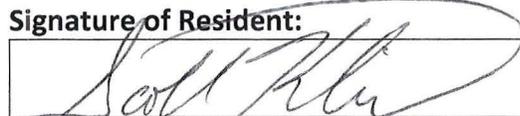
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4. Additional Resident Comments or Concerns:

See attached letter.

Signature of Resident:

	Melissa Klier
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Printed Name of Frankfort Resident:

Scott Klier	Melissa Klier
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Home Address:

11432 Vienna Way
Frankfort, IL 60423

Dr. Scott Klier

11432 Vienna Way
Frankfort, IL 60423
(815) 531-2191
scott.klier@gmail.com

August 24, 2022

Mayor Ogle and Frankfort Village Board

432 W Nebraska Street
Frankfort, IL 60423

Dear Mayor Ogle and the Village Board,

I am writing in regard to the proposed expansion of Olde Stone Village. The proposed expansion has been discussed at several public hearings by the Planning and Zoning Commission and was recently approved to be brought before the Committee of the Whole and potentially the Village Board. I, like the rest of my neighbors in Olde Stone Village, am extremely upset and discouraged that this proposed expansion has been allowed to continue as it is currently composed. Specifically, without establishing a second access point for the subdivision prior to the start of construction.

As has been discussed ad nauseum by members of our subdivision at the public hearings, village ordinances state that any subdivision with more than 30 homes must have a second access point or entrance. The western portion of Olde Stone Village currently has only one access point despite having 65 lots, the majority of which are already developed. Adding an additional 15 homes to Olde Stone Village without first establishing a second access point would be a recipe for disaster and further worsen nonconformance with well-established village ordinances and standards.

Asking the current homeowners of Olde Stone Village to bear the brunt of both new construction and residential traffic without a second access point would create an extremely unsafe situation that does not conform with current village ordinances. I ask you all to seriously consider this issue and mandate that a second entrance be added prior to the start of this proposed expansion. Without this second access point, it's not a matter of if but when a serious accident will occur. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Klier", enclosed within a large, loopy oval flourish.

Dr. Scott Klier

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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3. That the parcel proposed for development has roadway frontage at 22826 Wolf Road, and the developer should utilize Wolf Road as their point of access so that our community does not sacrifice the safety of our children, roads and community.

4. Additional Resident Comments or Concerns:

We are also concerned about the 2nd addition that could be added at a later date, which would bring more homes to use 1 entrance.

Signature of Resident:

Michael J. O'Connor

Printed Name of Frankfort Resident:

Michael J. O'Connor

Home Address:

11459 Zermatt Dr.
Frankfort, IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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3. That the parcel proposed for development has roadway frontage at 22826 Wolf Road, and the developer should utilize Wolf Road as their point of access so that our community does not sacrifice the safety of our children, roads and community.
4. Additional Resident Comments or Concerns:

Our kids safety is critical.
Please reference International Fire Code Section D107.1 & FRANKFORT Zoning Ordinance, Article 7, Section A, Part 3, (e)(2).

Signature of Resident:

Jessica Halpin Vincent Ferro

Printed Name of Frankfort Resident:

Jessica Halpin Vincent Ferro

Home Address:

11411 VIENNA WAY
FRANKFORT, IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

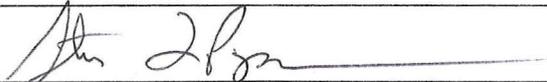
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4. Additional Resident Comments or Concerns:

TRAFFIC AT Intersections of Zermatt and Munich CT and Zermatt
AND Vienna way are ALREADY Problematic. WE HAVE many children
AND I FEAR there will be Accidents. Add in new Residents, School Buses, etc.
AND IT will get worse

Signature of Resident:



Printed Name of Frankfort Resident:

STEVEN L PAPPAGEORGE

Home Address:

22814 Munich Ct. Frankfort, IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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3. That the parcel proposed for development has roadway frontage at 22826 Wolf Road, and the developer should utilize Wolf Road as their point of access so that our community does not sacrifice the safety of our children, roads and community.

4. Additional Resident Comments or Concerns:

We can compromise with bringing construction in/out Wolf Road & minimize impact on our existing neighborhood.

Signature of Resident:

Jessica Halpin V. Ferro

Printed Name of Frankfort Resident:

Jessica Halpin Vincent Ferro

Home Address:

11399 VIENNA WAY
FRANKFORT, IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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4. Additional Resident Comments or Concerns:

Signature of Resident:

Chelsea van Tubbergen

Printed Name of Frankfort Resident:

Chelsea van Tubbergen

Home Address:

11529 Tonno way

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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3. That the parcel proposed for development has roadway frontage at 22826 Wolf Road, and the developer should utilize Wolf Road as their point of access so that our community does not sacrifice the safety of our children, roads and community.

4. Additional Resident Comments or Concerns:

Signature of Resident:

<i>Marshall</i>	<i>[Signature]</i>
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Printed Name of Frankfort Resident:

<i>Angelina Marshall</i>	<i>Carl Marshall</i>
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Home Address:

<i>22918 Perth Court, Frankfort, IL 60423</i>

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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4. Additional Resident Comments or Concerns:

Signature of Resident:

<i>Janna Smith</i>

Printed Name of Frankfort Resident:

<i>Janna Smith</i>

Home Address:

<i>11519 Zermatt Drive</i>

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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4. Additional Resident Comments or Concerns:

Signature of Resident:



Printed Name of Frankfort Resident:

Blaine M. Peters

Home Address:

11555 ZENMOTT DRIVE
FRANKFORT, IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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4. Additional Resident Comments or Concerns:

Signature of Resident:

Vanessa Gordon

Printed Name of Frankfort Resident:

Vanessa Gordon

Home Address:

11514 Torino Way
Frankfort IL 60423

TO THE VILLAGE OF FRANKFORT

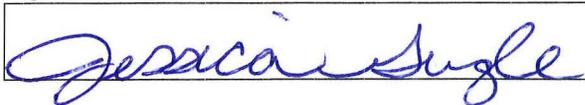
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4. Additional Resident Comments or Concerns:

Signature of Resident:



Printed Name of Frankfort Resident:

Jessica Gugle

Home Address:

11586 Torino Way
Frankfort, 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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4. Additional Resident Comments or Concerns:

Signature of Resident:

<i>Issa Tadros</i>

Printed Name of Frankfort Resident:

<i>Issa Tadros</i>

Home Address:

<i>22870 Perth Court</i>
<i>Frankfort, IL 60423</i>

TO THE VILLAGE OF FRANKFORT

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4. Additional Resident Comments or Concerns:

Signature of Resident:

JAY T. O'BRIEN / ERIN

Printed Name of Frankfort Resident:

JAY T. O'BRIEN

Home Address:

11530 TORINO WAY
FRANKFORT, IL. 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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4. Additional Resident Comments or Concerns:

Signature of Resident:

Westly & Emily Lempere

Printed Name of Frankfort Resident:

Westly & Emily Lempere

Home Address:

11585 Torino Way
Frankfort, IL 60423

TO THE VILLAGE OF FRANKFORT

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4. Additional Resident Comments or Concerns:

Signature of Resident:

Kelly Smith & Justin Smith

Printed Name of Frankfort Resident:

Kelly Smith & Justin Smith

Home Address:

22805 March Ct, Frankfort, IL. 60423

TO THE VILLAGE OF FRANKFORT

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4. Additional Resident Comments or Concerns:

Signature of Resident:



Printed Name of Frankfort Resident:

Victoria Atkins

Home Address:

11501 Torino Way
Frankfort IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

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4. Additional Resident Comments or Concerns:

Signature of Resident:

<i>Elizabeth Williams</i>

Printed Name of Frankfort Resident:

ELIZABETH WILLIAMS

Home Address:

11410 VIENNA WAY
FRANKFORT IL 60423

TO THE VILLAGE OF FRANKFORT

WE, THE UNDERSIGNED, HEREBY PETITION THE VILLAGE OF FRANKFORT to establish a second vehicular entrance to Olde Stone Village (west) for the proposed new development of Olde Stone Village 1st Addition pursuant to Zoning Ordinance, Article 7, Section A, Part 3, (e)(2) states that within more than 30 dwelling units, at least two points of vehicular access are required. Temporary access points for construction or emergency traffic may be considered in phased developments.

WE STATE OR BELIEVE:

1. That our current Olde Stone Village (west) subdivision has 69 dwelling units and only one vehicular entrance. Sixteen (16) additional homes would total 85 dwelling units.
2. That our petition for a second vehicular entrance is necessary to implement various remedial measures for our public health, comfort, safety, convenience, emergencies, necessity and public welfare.
3. That the parcel proposed for development has roadway frontage at 22826 Wolf Road, and the developer should utilize Wolf Road as their point of access so that our community does not sacrifice the safety of our children, roads and community.

4. Additional Resident Comments or Concerns:

Signature of Resident:

<i>Elizabeth Williams</i>

Printed Name of Frankfort Resident:

ELIZABETH WILLIAMS

Home Address:

11388 VIENNA WAY
FRANKFORT IL 60423

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4. Additional Resident Comments or Concerns:

Signature of Resident:

<i>Cynthia Phelan</i> <i>De PA</i>

Printed Name of Frankfort Resident:

<i>Cynthia Phelan</i> <i>Deni's Phelan</i>
--

Home Address:

<i>11531 Zermatt Dr. Frankfort</i>

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4. Additional Resident Comments or Concerns:

Signature of Resident:

<i>Steven J. Onik</i>	<i>Alicia Onik</i>
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Printed Name of Frankfort Resident:

STEVEN J. ONIK	Alicia Onik
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Home Address:

11415 ZERMATT DRIVE
FRANKFORT, IL 60423

Olde Stone Village "Addition" Points to Consider

Olde Stone Village (west) residents currently have about double the amount of homes that are using the one and only entrance.

There is a walking/bike path that crosses through that Owens Road Olde Stone Village entrance. Many families who live in Olde Stone Village and families in neighboring subdivisions walk that path. Children and adults also use the path to ride their bikes and walk their dogs.

There is a park located on Owens Road north of Olde Stone Village. Olde Stone Village residents and Coquille Pointe residents cross at that intersection to enjoy the walking/bike path or to go to and from the park.

This entrance is part of a well used **4-way intersection** for Owens Road, Olde Stone Village, and Coquille Pointe.

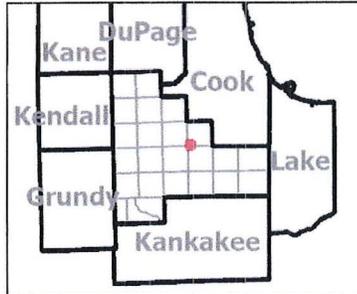
School buses enter the subdivision at that entrance. Currently, children embark and disembark the school bus at the entrance.

Adding 15 more homes that will use that same entrance would potentially add an additional 30 cars, if every house had 2 cars. We know it is very likely that some homes may have more than 2 cars.

It doesn't seem right that an additional 15 homes should be allowed to use an entrance that is maintained and financially supported by the current Olde Stone Village.

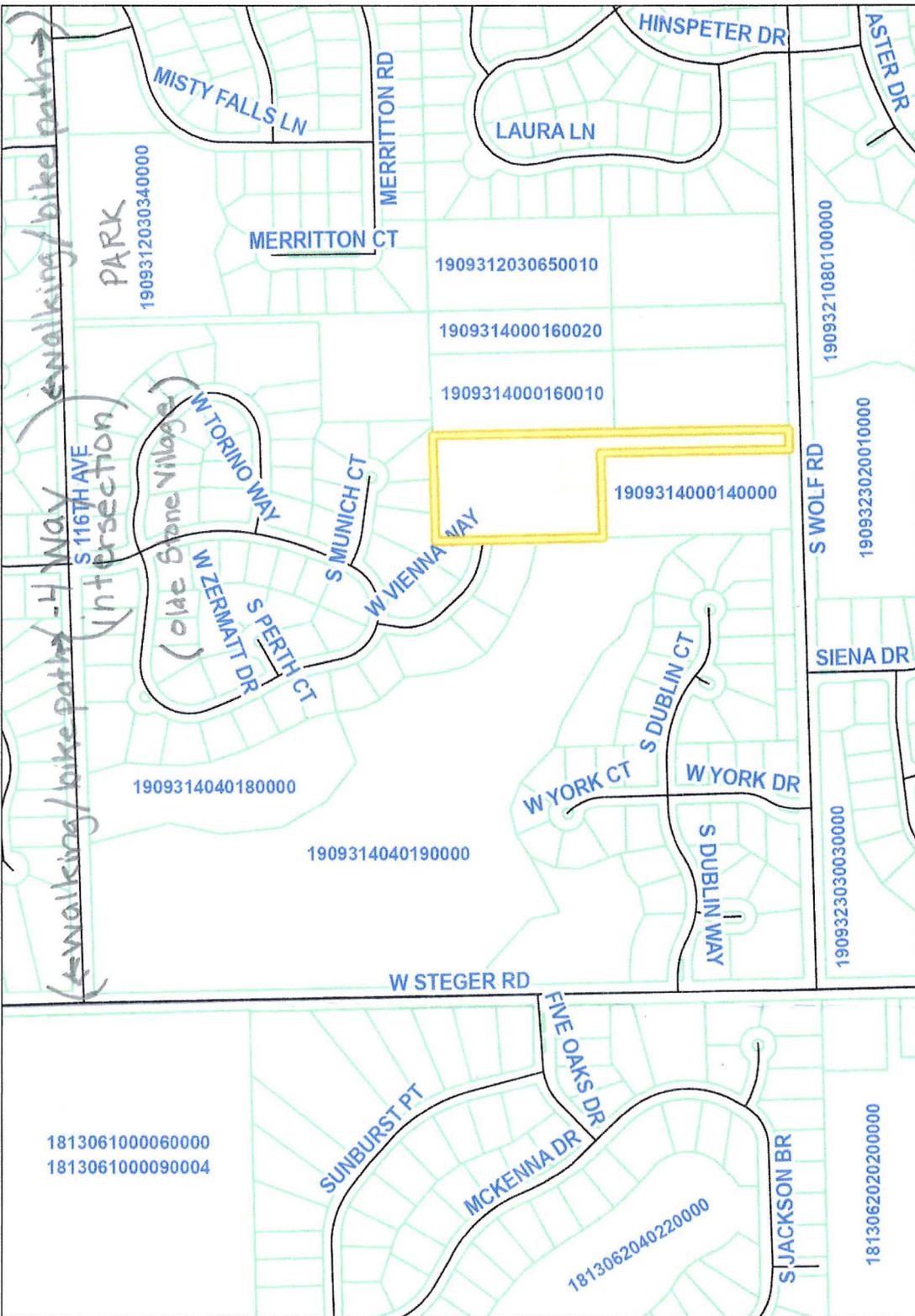
The current Olde Stone Village homeowners should not suffer of the consequences of an "addition". Connecting a street should not give a developer the right to negatively impact the current surrounding homeowners.

One of the members of the Planning Commission is real estate agent. Is this a conflict of interest?



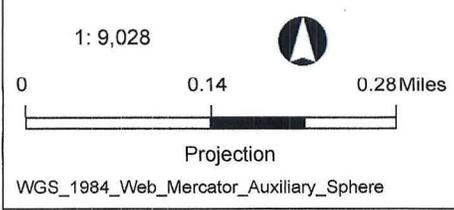
- Legend**
- Roadways
 - Federal
 - State
 - County
 - Local and Private
 - Parcels LY
 - Townships

(Coquille Point)



Notes

Date: 8/17/2022



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