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VILLAGE OF LINCOLNWOOD

ORDINANCE NO. Z2000- 064

AN ORDINANCE GRANTING FINAL PLAT APPROVAL
FOR A PLANNED UNIT DEVELOPMENT UPON APPLICATION OF TDC
LINCOLNWOOD, L.L.C. FOR APPROXIMATELY 8.53 ACRES
AT PRATT AVENUE AND MCCORMICK BOULEVARD IN THE
VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF LINCOLNWOOD
THIS 16th DAY OF March, 2000.

Published in pamphlet form by
the authority of the President
and Board of Trustees of the
Village of Lincolnwood, Cook
County, Illinois, this 30th
day of March, 2000.

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FOR A PLANNED UNIT DEVELOPMENT UPON APPLICATION OF TDC
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WHEREAS, the Village of Lincolnwood ("Village"), as a home rule municipality, in accordance with Article VII Section 6(a) of the Constitution of the State of Illinois of 1970, is enacting this Ordinance pursuant to its authority as a home rule unit and pursuant to the Village of Lincolnwood Code of Ordinances ("Code") including the Lincolnwood Zoning Ordinance ("Zoning Ordinance") which is Chapter 16 of the Code; and

WHEREAS, on June 17, 1999 the Board of Trustees of the Village of Lincolnwood ("Board") adopted an Ordinance approving a special use for a planned unit development and approving a Preliminary Plat of Planned Unit Development (the "PUD") entitled *An Ordinance Granting Preliminary Plat Approval For a Planned Unit Development upon Application of TDC Lincolnwood, L.L.C. For Approximately 8.53 Acres At Pratt Avenue and McCormick Boulevard in the Village of Lincolnwood, Cook County, Illinois*, for the property hereafter described ("Ordinance Z99-044") a copy of which is attached hereto as Exhibit "A" and made a part hereof by this reference, which was subsequently executed by TDC Lincolnwood, L.L.C. ("Applicant"), Bell & Howell Document Management Products Company ("Bell & Howell"), and Dominick's Finer Foods, Inc. ("Dominick's"); and

Development for a parcel of land consisting of approximately 8.53 acres, generally bounded by Pratt Avenue on the south, McCormick Boulevard on the east, a west boundary that is approximately 612 feet west of the McCormick Boulevard right of way, and the Lincolnwood Town Center Planned Unit Development on the north. The parcel is generally situated on the northwest corner of Pratt Avenue and McCormick Boulevard and is legally described in Exhibit "B" attached hereto and made a part hereof by this reference (the "Property") and was so described in Ordinance Z99-044; and

WHEREAS, the PUD and the Final Plat of PUD (as hereafter defined) authorize the development of a Dominick's supermarket ("Supermarket") on one lot ("Lot 1") and a bank or such other use as may be approved by the Board on an adjoining outlot (the "Outlot"); and

WHEREAS, adjacent to the Property and immediately to the west line of the Property, bounded on the south by Pratt Avenue and generally on the west by Accurate Threaded Fasteners, and on the north by the Lincolnwood Town Center Planned Unit Development, is an approximately 13.36 acre parcel of land currently containing certain improvements that are occupied by Bell and Howell. Such parcel is legally described in Exhibit "C" attached hereto and made a part hereof by this reference (the "Industrial Parcel"); and

WHEREAS, following the adoption of Ordinance Z99-044, and in accordance with its terms and the Zoning Ordinance, a duly noticed public hearing (said notice

held on December 8, 1999 on the Application before the Plan Commission and Zoning Board of Appeals ("PC/ZBA") of the Village, all in conformance with the ordinances of the Village and all applicable statutes of the State of Illinois; and

WHEREAS, after the close of the public hearing, the PC/ZBA in a unanimous vote recommended approval of the Final PUD Plat, and issued its report and recommendation dated December 8, 1999 (the "PC/ZBA Report"), a copy of which is attached hereto as Exhibit "E" and made a part hereof by this reference; and

WHEREAS, the Property lies within the Village's Northeast Industrial Tax Increment Financing District ("NEID TIF District" or "District") and development of the Property, as specified herein, and the retention of Bell & Howell on the Industrial Parcel will benefit the Village's NEID TIF District and the Village by maximizing revenues from property which is underdeveloped or underutilized; and

WHEREAS, among the Village's stated goals in its Redevelopment Plan and Project for the NEID TIF District which will be furthered by the redevelopment of the Property and the retention of Bell & Howell on the Industrial Parcel are:

- Provide and maintain an attractive community that creates a positive public image and encourages individuals, families and businesses to locate and remain within the community.
- Provide for an enhanced industrial and commercial tax base, reversing any stagnation occurring within the District, and resulting in growth in increased future tax revenue to all affected taxing jurisdictions.
- Maintain the diversity of land uses within the Village which encourages redevelopment that meets the future needs of the Village and which builds upon existing industrial/manufacturing and special development uses.

- Provide jobs and potential business opportunities for community and Village residents.
- Enhance the Village's tax base by conserving the industrial base where feasible and encouraging appropriate redevelopment of blighted or underutilized properties, recognizing the fiscal importance of sales tax revenues.
- Enhance the Village's image and the visual attractiveness of the area by encouraging quality building renovations and redevelopment plans, recognizing the importance of building materials and landscaping enhancements.
- Take cognizance of the changes which have occurred in the industrial sector so that office, service and other appropriate non manufacturing uses may be accommodated.
- Provide for reasonable protection of nearby residential areas.
- Insure that appropriate amenities are provided and that the impact on adjacent area is ameliorated in the case of such redevelopment.

and

WHEREAS, the Board has considered the PC/ZBA Report, the recommendations of Village staff and Village consultants, and Applicant's representations in the public meetings devoted to both preliminary plat approval for the PUD and final plat approval for the PUD (collectively the "Factors"); and

WHEREAS, the Board, after considering the Factors, has determined that approval of the Final PUD Plat, subject to the conditions, stipulations and limitations stated herein, will further the health, safety, and welfare of the Village.

TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION ONE. That the Preambles to this Ordinance are incorporated by reference into this Section One as if fully set forth herein.

SECTION TWO. That the zoning of the Property shall be further subject to the specific terms, conditions and limitations set forth herein.

SECTION THREE. That the provisions of Ordinance Z99-044 remain in effect except as superseded herein. To the extent of any conflict or inconsistency between the provisions of this Ordinance and the provisions of Ordinance Z99-044 and any of the representations and testimony made by or on behalf of the Applicant at the PC/ZBA public hearing and before the Board, this Ordinance shall control.

SECTION FOUR. That the Board does hereby approve:

1. The Final Plat of PUD - Interim Condition and the Final Plat of PUD - Ultimate Condition, each of which has been prepared by Cowhey Gudmunson Leder, Ltd., and each of which consists of one page and bears a most recent revision date of March 1, 2000, which Final Plats of PUD are attached hereto as Exhibit "F-1" and Exhibit "F-2" and made a part hereof by this reference (collectively, the "Final PUD Plat").
2. The final plat of subdivision prepared by Cowhey Gudmunson Leder, Ltd., consisting of two pages and bearing a most recent revision date of March _____, 2000 (the "Final Plat of Subdivision"), which Final Plat of Subdivision is attached hereto as Exhibit "G" and made a part hereof by reference, subject to the following:
 - a. Concurrently with the recording of the Final Plat of Subdivision for the Property, Applicant shall dedicate a 70-foot wide right-of-way to the Village and grant a 10-foot wide roadway and utility easement to the Village, both at no cost to the Village, to further the Village's

construction of the East-West Connector Roadway (East-West Connector Roadway"), as required by Ordinance Z99-044 and as set forth on the Final PUD Plat - Ultimate Condition (Exhibit "F-2");

- b. Concurrently with the recording of the Final Plat of Subdivision, Applicant shall grant an easement to the Village in the northeast corner of the Property for a Business Park Sign and associated landscaping, near the intersection of McCormick Boulevard and the East-West Connector Roadway, which easement shall be governed by and is subject to the terms of the Development Agreement; and
 - c. After the Village Engineer finalizes the geometrics for the East-West Connector Roadway and the Village, Applicant and Dominick's agree upon the final configuration of the right of way for the East-West Connector Roadway, the Final Plat of Subdivision shall be revised to reflect the foregoing, prior to the recording of the Final Plat of Subdivision and without further Board consideration or approval of the same being required.
3. Architectural Statement/Architectural Elevations prepared by Fajardo & Fajardo, consisting of one page, a copy of which is attached hereto as Exhibit "H" and made a part hereof by this reference, with the following additions, changes and conditions:
 - a. No "dryvit" or similar material shall be used as a building material in any structure constructed in the PUD;
 - b. The design of the Outlot building shall be of a high quality architectural "Prairie Style" appearance (including the roofline) that is aesthetically pleasing; and
 - c. All structures in the PUD shall be of masonry construction and shall be compatible and unified in architecture and appearance.
4. The Final Landscape Plan and Landscape Detail (reflecting Interim Condition and Ultimate Planting - Connector Road Detail) which has been prepared by HKM Architects & Planners, Inc., consisting of one page and bearing a most recent revision date of February 14, 2000, which Final Landscape Plan (also called Landscape Layout) is attached hereto as Exhibit "I" and made a part hereof by this reference (the "Final Landscape Plan"), subject to the following:

as required by Ordinance Z99-044 but said system need not extend to the landscaped parking lot islands located on the Property;

- b. The Outlot shall be seeded with grass and appropriately maintained until it is developed; and
 - c. The permanent concrete or masonry planters identified on the Final Landscape Plan shall be designed to be compatible with the architecture of the Supermarket and shall be located near the public access points to the Supermarket for the intended purpose of providing seasonal plantings.
5. Site Plan with Illuminance Levels prepared by Cowhey Gudmunson Leder, Ltd., consisting of one page and bearing a most recent date of November 24, 1999, a copy of which is attached hereto as Exhibit "J" and made a part hereof by this reference, subject to the condition that all lighting shall be required to be directed or shielded so as to avoid light spillage, as defined by the Zoning Ordinance, onto residential properties.
6. Engineering Improvement Plans prepared by Cowhey Gudmundson Leder, Ltd., consisting of ten pages and bearing a most recent revision date of December 5, 1999, copies of which are attached hereto as Exhibit "K" and made a part hereof by this reference, subject to the following additions, changes and conditions:
- a. The 10" watermain required by Ordinance Z99-044 (paragraph 23 c. 2), shall be dedicated to, and accepted by, the Village after the completion of its construction and the approval of that construction by the Village Engineer;
 - b. Fire hydrants shall be in compliance with the Village Fire Department's Requirements for hydrant design; and
 - c. Applicant shall ensure that fire hydrants are located at approximately 300 foot intervals around structures as approved by the Fire Chief.

SECTION FIVE. Any signs to be located in the PUD which are not in compliance with the Village's Sign Ordinance are subject to the review and

of the Board.

SECTION SIX. That Applicant and Dominick's shall develop, own, operate and maintain the PUD in accordance with the following terms and conditions:

1. Applicant and/or Dominick's shall apply to the Village for issuance of building permits within six (6) months of the recording of the Final PUD Plat and Final Plat of Subdivision for the Property. The Final Plat of Subdivision shall conform to the requirements of the Illinois Plat Act, the provisions of Ordinance Z99-044 and the provisions of this Ordinance.
2. Prior to the recording of the Final Plat of Subdivision, a mutually acceptable development agreement (the "Development Agreement") shall be negotiated and executed by Applicant, Dominick's and the Village, to be approved by the Board, which Development Agreement shall be recorded against title to the Property.
3. Neither Applicant nor Dominick's shall seek any sales tax or real estate tax incentives from the Village in furtherance of the development of the PUD.
4. No additional outlots shall be created within the PUD except for the Outlot, which Outlot shall be devoted only to bank use or such other use as may be approved by the Board. There shall be cross-easements created to provide ingress and egress to the Outlot on either the Final Plat of Subdivision or in the Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") recorded against the Property.
5. Neither the Supermarket, nor the bank or other Board approved use to be located on the Outlot, shall be open to the public on a 24 hour-a-day basis. The Supermarket shall not be open to the public from 11:00 p.m. to 7:00 a.m. There shall be no deliveries to the Supermarket before 7:00 a.m. or after 10:00 p.m. The hours of the bank, excluding any self-contained or outdoor ATM, or other Board approved use established on the Outlot, shall not exceed the hours for the Supermarket.
6. All parking lot lighting (other than security lighting) shall be turned off by 12:00 a.m.

- a. All trucks servicing the Supermarket shall be prohibited from using Pratt Avenue for ingress and egress. All such truck ingress and egress shall be from the East-West Connector Roadway. Dominick's shall periodically inform all of its suppliers, in writing, of such restrictions. Signs shall be installed on the Property at appropriate points which advise of these restrictions.
- b. Parking and loading restrictions:
 1. there shall be no overnight truck parking in the PUD except in designated loading dock areas; and
 2. no engine idling shall occur between the hours of 10:00 p.m. to 7:00 a.m.; and
 3. truck deliveries shall be restricted to the hours of 7:00 a.m. to 10:00 p.m.
8. Prior to recording the Final Plat of Subdivision for the Property, the owner of the Property shall enter into a Traffic Regulation Agreement with the Village pursuant to Section 11-209 of the Illinois Vehicle Code (605 ILCS 0/11-209) and Section 1-1-7 of the Illinois Municipal Code (65 ILCS 5/1-1-7) that establishes the Village's right to enforce, among other traffic regulations, the restrictions set forth in this Ordinance and Ordinance Z99-044 (including, by way of example, through ticketing and fines).
9. There shall be no shared access drive between the PUD and the Industrial Parcel.
10. On or about the 6-month anniversary of the opening for business of the Supermarket, the Village Administrator shall file a report with the Board prepared by the Village's traffic consultant that identifies traffic problems, if any, then being experienced as a result of the generation of traffic from the Property: (i) at the intersection of Pratt Avenue and McCormick Boulevard; and (ii) at the Pratt Avenue entrance to/exit from the Property; or (iii) in the residential neighborhood situated to the south of the Property. The Board shall consider the Administrator's report, and based on such report the Board may require implementation of one or more of the following actions:

- a. The Board may require Dominick's to provide sufficient traffic control personnel, on an ongoing basis and at Dominick's expense, to the extent determined necessary by the Board to alleviate traffic congestion;
 - b. Within nine (9) months of the opening for business of the Supermarket, the Board may, at Applicant's expense, require Applicant to construct a right-turn deceleration lane for westbound traffic up to 100 feet east of the Pratt Avenue entrance to the PUD. Failure of the Village to give Applicant notice of the need for the construction of such right turn lane within the said nine (9) month period shall terminate Applicant's obligations under this subparagraph b; and
 - c. If it is found that "cut-through" traffic exists in the residential neighborhood situated to the south of the Property as a result of the generation of traffic from the PUD, the Board may require Dominick's to provide a traffic calming device on the south side of the Kimball/Pratt Avenue intersection allowing right-turn in and right-turn out turning maneuvers only.
11. After the 12-month anniversary of the opening for business of the Supermarket, the Streets and Alleys Committee of the Board, in consultation with Dominick's and the Village's traffic engineer, shall recommend alternative traffic calming devices, parking restrictions, or alternate solutions if the same are then deemed necessary to mitigate identified traffic problems. Any such traffic restrictions, calming devices or alternate solutions which are shown to be necessary as a result of the use and development of the Property shall be at Dominick's expense.
 12. The following shall apply to certain traffic improvements:
 - a. The right-turn deceleration lane at the intersection of McCormick Boulevard and Pratt Avenue and the site access improvements recommended in Applicant's Traffic Report, prepared by Metro Transportation Group and dated April 1999 shall be constructed by Applicant at its sole expense, subject to IDOT approval, prior to issuance of a certificate of occupancy for the Supermarket; and
 - b. A right-turn deceleration lane at the intersection at McCormick Boulevard and the East-West Connector Roadway, shall be constructed by Applicant, at its sole expense. Applicant's obligations under this subparagraph b. shall terminate if the

certificate of occupancy for the Supermarket.

13. No parking lot or drive aisle improvements shall be constructed on Lot 1 within 100 feet of the northerly right-of-way line of Pratt Avenue and no parking lot or drive aisle improvements shall be constructed on the Outlot within 40 feet of the northerly right-of-way line of Pratt Avenue. All the areas within these setbacks shall be landscaped and maintained as required in this Ordinance.
14. Applicant and Dominick's shall maintain the PUD in the following manner:
 - a. Applicant shall perpetually maintain all landscaping on the Outlot in a first-class condition, at its sole cost and expense, and Dominick's shall perpetually maintain all landscaping on Lot 1 in a first-class condition, at its sole cost and expense, in accordance with the Declaration, and as follows:
 - i. Mow, water, fertilize, weed, edge, trim, cultivate, replant and replace all landscaping consistent with commonly accepted horticultural and arboricultural practices;
 - ii. Promptly remove any diseased or dead plant material such as flowers, vegetation, trees or shrubs and install an equal number of replacement landscaping materials of the same or very closely related species at a size no smaller than delineated on the Final Landscape Plan, unless specifically approved otherwise by the Village; and
 - iii. To ensure continued compliance with the Final Landscape Plan, once annually during the growing season, the Village shall inspect the Property to ensure that all landscaping is being maintained as required by this Ordinance. The Village shall issue a written report to Applicant with respect to the Outlot and to Dominick's with respect to Lot 1 noting any deficiencies or variance from the landscaping requirements under this Ordinance. Applicant, with respect to the Outlot, and Dominick's, with respect to Lot 1, shall cure any noted deficiencies or variances therefrom within 30 days of such notice, weather permitting. Applicant and Dominick's shall not be required to cure such deficiencies from November through March and such time to comply may be further extended by the Village in extreme or unusual

- b. Applicant shall perpetually maintain the Outlot and any structures located on the Outlot in a first-class condition, at its sole cost and expense, and Dominick's shall perpetually maintain Lot 1 and any structures located on Lot 1 (subject to the provisions herein set forth) in a first-class condition, at its sole cost and expense, according to the following:
- i. repair, replace, clean, clear and maintain the interior roadway and drive aisles including without limitation: cleaning, snow removal, striping, lighting, drainage, curb and gutter maintenance, resurfacing and landscaping, when and as required;
 - ii. maintain, repair and restore all parking areas as specified herein, together with related driveways and sidewalks. Maintenance, repair and restoration of parking lot areas shall include, without limitation: cleaning; snow removal; striping; lighting; drainage; and curb and gutter maintenance and resurfacing, when and as required;
 - iii. repair, replace, clean and relamp all internally lit exterior signs (excluding the Village Business Park sign) and lighting fixtures;
 - iv. repair, replace, renew and clean all signs, entrance monuments and markers (excluding the Village Business Park sign), and traffic control signs in accordance with the Village's Sign Ordinance;
 - v. periodically throughout the operating hours of the businesses located in the PUD, and at the close of business each day, remove: 1) all shopping carts from the parking areas of the PUD; and 2) remove all paper, litter, refuse and debris from parking and landscaped areas of the PUD; and
 - vi. maintain, repair and replace the detention ponds situated on the Property in a safe, clean and sightly condition.
- c. Dominick's shall maintain and repair all watermains and sanitary mains constructed on Lot 1 that are not dedicated to the Village. Applicant shall maintain and repair all watermains and sanitary

to the Village. If any portion of such watermains or sanitary mains are damaged, Applicant or Dominick's, as applicable, shall promptly restore such mains to the condition existing prior to such damage, at its sole cost and expense.

If Applicant and/or Dominick's fail to properly and adequately maintain watermains or sanitary mains situated on the Property as hereinabove provided, the Village, following reasonable notice to the Applicant or Dominick's, as the case may be, may undertake such maintenance on its own behalf at the expense of the Applicant or Dominick's, as applicable.

- d. If any structure located on the Outlot is damaged or destroyed, Applicant, at its sole cost and expense, shall promptly restore the same to the condition existing prior to such damage or destruction or, in the alternative, raze and remove such structure and landscape the Outlot pursuant to a landscaping plan approved by the Board. If the Supermarket is damaged or destroyed, Dominick's, at its sole cost and expense, shall promptly restore the same to the condition existing prior to such damage or destruction, or, in the alternative, raze and remove the Supermarket and landscape Lot 1 pursuant to a landscaping plan approved by the Board.
- e. Applicant and/or Dominick's shall maintain, operate and manage, or cause the maintenance, operation and management of, all other facilities and improvements located on their respective parcels not specifically mentioned above, including, but not limited to, all storm sewers and the detention ponds required by the Village to be maintained under this Ordinance, or otherwise in accordance with the Development Agreement, the Final PUD Plat, the Final Plat of Subdivision and the Engineering Improvement Plans described above.
- f. If Applicant shall fail to maintain the Outlot as required herein, or Dominick's shall fail to maintain Lot 1 as required herein, the Village may give notice to Applicant and/or Dominick's specifying the manner in which Applicant and/or Dominick's has failed to perform its maintenance responsibilities and if the Applicant or Dominick's refuses or fails to undertake, or to complete, said maintenance within thirty (30) days following such notice, but subject to *force majeure*, the Village may, but shall not be obligated

such maintenance, the Village shall not be precluded from pursuing any other legal or equitable remedy to ensure enforcement of Village ordinances, and shall not be liable or responsible to Applicant for any losses or damages thereby sustained by Applicant or anyone claiming by, through or under Applicant and/or Dominick's except for gross negligence or wanton or willful misconduct, but only in accordance with the Illinois Local Governmental and Governmental Employees Tort Immunity Act, or other similar law providing governmental tort immunity. In the event the Village undertakes the maintenance, the cost shall be borne and paid by Applicant and/or Dominick's, as appropriate, within thirty (30) days of the rendering of a statement which shall specify the details of the work performed and the costs thereof. Such statement may include a charge of the direct costs of undertaking and completing the maintenance in order to defray the administrative expenses incurred by the Village in connection with performing such maintenance.

g. Neither Dominick's nor Applicant shall be responsible for the default of the other party under this Paragraph 14.

15. Neither Applicant nor Dominick's shall at any time petition for, seek, or advocate the extension of Pratt Avenue over the Water Reclamation District canal situated to the east of McCormick Boulevard.
16. No building signage facing Pratt Avenue shall be installed on any building constructed within the PUD and no monument signs other than as shown on the Final PUD Plat shall be installed on the Outlot. No more than 30% of the windows in any structure located in the PUD may be covered by window signage.
17. The Supermarket shall not exceed 62,400 square feet in size and the bank building on the Outlot shall not exceed 6,000 square feet in size.
18. The height of any structure located in the PUD shall not exceed 35 feet.
19. HVAC equipment located on any structure in the PUD shall be screened and not visible from the street.
20. No outdoor sales of seasonal goods (i.e., flowers and plant materials) shall occur on the PUD at any location other than the location depicted for the same on the Final PUD Plat.

seats.

22. There shall be no permanent or overnight outdoor storage of shopping carts at the Supermarket.
23. Garbage, refuse and recyclables from buildings within the PUD shall be stored in containers, and shall be disposed of by Dominick's or Applicant at their cost. Storage of such materials shall be in areas screened by masonry, and disposal shall be made at such times and in such a manner to not create or permit any unhealthy or unsightly conditions to be maintained. There shall be no outdoor storage outside the screened areas of trash, rubbish or recyclable materials for any structure located in the PUD.
24. All existing and any new stormwater sewer connections serving the Property shall, within a nine (9) month period after the Village acquires the right to use the 54" Main, be directed and/or redirected to the 54" Main except for the storm drain connections existing as of the date of this Ordinance at the Pratt Avenue entrance to the PUD, as depicted on the Engineering Improvement Plans, which storm drains shall continue to be connected to the Village storm sewer main lying in the right-of-way of Pratt Avenue.
25. Dominick's shall provide and maintain security personnel, facilities and equipment for the Supermarket on a regular and ongoing basis. Security plans for the Supermarket shall be reviewed by Dominick's and the Village's Police Chief six (6) months after the opening of the Supermarket.
26. Applicant shall reimburse the Village, as billed, for the cost of engineering, legal and other consulting and professional services as incurred by the Village during the final plat procedures. Applicant shall pay for the cost of all necessary governmental permits and approvals (whether to be issued by the Village or by other governmental bodies and agencies), but not including such costs to the extent that they relate to the construction of the East-West Connector Roadway or to the traffic signal that is to be installed at the intersection of the East-West Connector Roadway and McCormick Boulevard.
27. Concurrently with the recording of the Final Plat of Subdivision, Applicant shall grant easements to the Village for access; utilities; signage; and stormwater management improvements, as and to the extent set forth in the Development Agreement.

constructed on the Outlot, shall be issued until the Final PUD Plat has been recorded in accordance with the Zoning Ordinance. This provision shall not prohibit application for or issuance of permits to demolish improvements located on the Property at the time of the adoption of this Ordinance, or to commence site work on the Property. The Village will review the applications for and reasonably grant permits for such demolition and required site work.

29. Prior to the recording of the Final Plat of Subdivision, Applicant shall post with the Village a subdivider's bond or an unconditional and irrevocable letter of credit to guarantee construction of those improvements that are to be constructed by Applicant pursuant to this Ordinance for which security must be posted as required by the Village Code, to wit: roads; curbs; gutters; street lights; street signs; water mains; storm sewers; sanitary sewers; and stormwater detention ponds. The subdivider's bond or letter of credit shall be in a form acceptable to the Village Attorney and shall be sufficient to cover the full cost of the aforesaid improvements as reasonably estimated by the Village Engineer, plus ten percent (10%).
30. Prior to acceptance of required public facilities and improvements that are to be accepted by the Village, Applicant shall deposit with the Village, either cash, a maintenance bond, or an unconditional and irrevocable letter of credit, in favor of the Village and in a form acceptable to the Village Attorney, in the amount of fifteen percent (15%) of the cost of such public facilities and improvements. Such cash, maintenance bond or letter of credit shall guarantee that said public facilities and improvements have been constructed free of defects in workmanship and materials. Said cash, maintenance bond or letter of credit shall be held by the Village for a period of eighteen (18) months from the date of acceptance of the facilities by the Village. After such eighteen (18) months, the cash, maintenance bond or letter of credit shall be returned to Applicant if no defects have developed, or if any defects have developed and Applicant has failed to correct such defects after receipt of notice of such defects given prior to expiration of such eighteen (18) month period, then the balance of such cash, maintenance bond or letter of credit shall be returned to Applicant after reimbursement to the Village for amounts expended in correcting defective facilities.
31. A final construction schedule for PUD site work and construction of the Supermarket shall be submitted as part of the Development Agreement.

SECTION SEVEN. That, upon the failure of Applicant or Dominick's to comply

the special use for planned unit development approved by Ordinance Z99-044 shall, at the sole discretion of the Board by ordinance duly adopted, be revoked and become null and void, provided however, that the Board shall not so revoke the special use permit unless it first provides Applicant and Dominick's, and any first mortgagees of the Property (provided Applicant and Dominick's have theretofore provided the Village with proper notice of the name and address of any such first mortgagees), with written notice of the reasons for revocation and a thirty (30) day opportunity to cure deficiencies. In the event that neither Applicant, Dominick's nor said first mortgagees cures the deficiencies within that thirty (30) day period, subject to *force majeure* extensions, the Board shall give Applicant, Dominick's and said first mortgagees thirty (30) days advance written notice and an opportunity to be heard at a regular meeting of the Board. In the event the Board revokes the special use, the development and use of the PUD shall be governed by the rules and regulations applicable to the "M" Manufacturing District, as the same may, from time to time, be amended. In the event of the revocation of the said special use permit, the Village Attorney is hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. Applicant and Dominick's acknowledge that a public hearing pursuant to public notice has been held with respect to the adoption of this Ordinance, have considered the possibility of the revocation provided for in this paragraph and agree not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notices to Applicant and

to cure hereinabove provided for.

SECTION EIGHT. That nothing herein shall be deemed to waive any other covenants and conditions which are applicable to the PUD.

SECTION NINE. That any changes or amendments to the PUD shall be by the procedures established in the Code and the Zoning Ordinance and are subject to the standards and limitations set forth therein.

SECTION TEN. That the terms of this Ordinance shall inure to the benefit of and be binding on Applicant, Dominick's and their respective successors and assigns and upon successor grantees of the Property. Notwithstanding the foregoing: (1) Applicant shall be relieved from all liability hereunder after (a) with respect to Lot 1, issuance of a final certificate of occupancy for the Supermarket, and (b) with respect to the Outlot, the sale of the Outlot to a *bona fide* third party purchaser provided that such purchaser fully assumes Applicant's obligations hereunder relating to the Outlot and delivers evidence of such assumption to the Village; and (2) Dominick's shall be relieved from all liability hereunder after the sale of Lot 1 to a *bona fide* third party purchaser provided that such purchaser fully assumes Dominick's obligations hereunder relating to Lot 1 and delivers evidence of such assumption to the Village. However, neither Applicant nor Dominick's, unless agreed to in writing by the Village, shall be relieved of any liability to the Village: (x) that has accrued, but has not been assumed by a successor prior to or at the time of any transfer or sale as described in subsections (1) and (2) of this Section Ten; or (y) that is to survive any such transfer or

Agreement (e.g., liabilities under instruments of security that have been deposited with the Village pursuant to Section Six, Paragraphs 29 and 30 above).

SECTION ELEVEN. That the specific terms and conditions of this Ordinance shall prevail against currently existing or subsequently adopted ordinances of the Village to the extent that there might be any conflict. Except for the foregoing limitation, the development of the Property shall be subject to, and nothing herein shall be deemed or construed to relieve Applicant or Dominick's from, all terms and conditions of applicable existing ordinances and regulations, and as they may be amended from time to time, of the Village of Lincolnwood, including, without limitation, zoning ordinances, building and safety codes, subdivision regulations, the Village's Sign Ordinance (Code 12-2-1 *et seq.*) and regulations governing the construction and design of public improvements.

SECTION TWELVE. That any person (person here includes, without limitation, any legal entity such as a corporation, partnership, limited liability company or other entity) who having first been provided notice, and is found to be violating the terms and conditions of this Ordinance, shall be subject to a penalty of not to exceed Seven Hundred and Fifty Dollars (\$750.00), with each and every day that the violation of this Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms.

foregoing penalties, to the payment of court costs and reasonable attorneys' fees incurred by the Village in bringing any enforcement action.

SECTION THIRTEEN: This Ordinance and Ordinance Z99-044, as they apply to Applicant and Dominick's, shall automatically terminate and become null and void if neither Applicant nor Dominick's applies to the Village for issuance of a building permit within six (6) months of the recording of the Final PUD Plat and the Final Plat of Subdivision, or within such extension of time as may be granted by the Corporate Authorities, at the request of Applicant and/or Dominick's by motion. The application of the terms of this Ordinance to Applicant and Dominick's is contingent upon the acquisition of Lot 1 by Dominick's.

SECTION FOURTEEN. That, if any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be stricken from this Ordinance and shall not affect any other provision of this Ordinance.

SECTION FIFTEEN. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law, provided a true and correct copy of this Ordinance is executed by Applicant and Dominick's consenting and agreeing to be bound by the terms and conditions of this Ordinance and such executed copy is delivered to the Village within sixty (60) days of the passage and approval of this Ordinance, or within such extension of time as may be granted by the Corporate Authorities by motion.

PASSED this 16th day of March 2000.

AYES: *Trustee Froman, Cousin, Moy & Leftakes*

NAYS: *Trustee Elster*

ABSENT: *Trustee Surry*

APPROVED this 30th day of March, 2000.



Madeleine Grant
Village President

ATTESTED AND FILED IN MY OFFICE:



Georgia A. Talaganis
Georgia A. Talaganis
Village Clerk

TDC Lincolnwood, L.L.C., being the contract purchaser of the property legally described within this Ordinance and referred to as the Property, having read a copy of this Ordinance, and having the authority to agree on behalf of TDC Lincolnwood, L.L.C., and to execute this Ordinance, does hereby consent and agree to be bound by those terms and conditions of this Ordinance that are applicable to it.

TDC Lincolnwood, L.L.C.

By _____
Its Manager

Dated: March ____, 2000

Dominick's Finer Foods, Inc., being the proposed purchaser of Lot 1 referred to within this Ordinance, having read a copy of this Ordinance, and having the authority to agree on behalf of Dominick's Finer Foods, Inc., and to execute this Ordinance, does hereby consent and agree to be bound by those terms and conditions of this Ordinance that are applicable to it.

Dominick's Finer Foods, Inc.

By _____
Its

Dated: March ____, 2000

ORDINANCE Z99-044

ORDINANCE NO. 99-044

AN ORDINANCE GRANTING PRELIMINARY PLAT APPROVAL
FOR A PLANNED UNIT DEVELOPMENT UPON APPLICATION OF
TDC/LINCOLNWOOD, L.L.C. FOR APPROXIMATELY 8.53 ACRES
AT PRATT AVENUE AND MCCORMICK BOULEVARD IN THE
VILLAGE OF LINCOLNWOOD, COOK COUNTY ILLINOIS

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE
VILLAGE OF LINCOLNWOOD
THIS _____ DAY OF _____, 1999.

Published in pamphlet form by
the authority of the President
and Board of Trustees of the
Village of Lincolnwood, Cook
County, Illinois, this _____
day of _____, 1999.

AN ORDINANCE GRANTING PRELIMINARY PLAT APPROVAL
FOR A PLANNED UNIT DEVELOPMENT UPON APPLICATION OF
TDC/LINCOLNWOOD, L.L.C. FOR APPROXIMATELY 8.53 ACRES
AT PRATT AVENUE AND MCCORMICK BOULEVARD IN THE
VILLAGE OF LINCOLNWOOD, COOK COUNTY ILLINOIS

WHEREAS, the Village of Lincolnwood ("Village"), as a home rule municipality, in accordance with Article VII Section 6(a) of the Constitution of the State of Illinois of 1970, is enacting this Ordinance pursuant to its authority as a home rule unit and pursuant to the Village of Lincolnwood Code of Ordinances ("Code") including the Lincolnwood Zoning Ordinance ("Zoning Ordinance") which is Chapter 16 of the Code; and

WHEREAS, application (the "Application") has been made by TDC/Lincolnwood, L.L.C. ("Applicant"), for approval of a Preliminary Plat of Planned Unit Development (the "PUD") for a parcel of land consisting of approximately 8.53 acres, generally bounded by Pratt Avenue on the south, McCormick Boulevard on the east, a west boundary that is approximately 612 feet west of the McCormick Boulevard right of way, and the Lincolnwood Town Center Planned Unit Development on the north. The parcel is generally situated on the northwest corner of Pratt Avenue and McCormick Boulevard and is legally described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property"); and

WHEREAS, the PUD is to include a supermarket (the "Supermarket") on one lot that is to be operated by Dominick's Finer Foods, Inc. ("Dominick's") and a bank on the other lot (the "Outlot"); and

Property, bounded on the south by Pratt Avenue and generally on the west by Accurate Threaded Fasteners, and on the north by the Lincolnwood Town Center Planned Unit Development, is an approximately 13.36 acre parcel of land currently containing certain improvements that are occupied by Bell and Howell Document Management Products Company ("Bell & Howell"). Such parcel is legally described in Exhibit "B" attached hereto and made a part hereof (the "Industrial Parcel"). The Property and the Industrial Parcel are collectively referred to herein as the "Bell & Howell Property"; and

WHEREAS, a public hearing, held pursuant to proper notice (attached hereto as Exhibit "C" and made a part hereof), was held on the Application for a PUD, and, particularly, with reference to the Preliminary Plat of Planned Unit Development, which hearing took place before the Plan Commission and Zoning Board of Appeals ("PC/ZBA") of the Village of Lincolnwood, all in conformance with the ordinances of the Village of Lincolnwood and the statutes of the State of Illinois; and

WHEREAS, after the close of the public hearing, the PC/ZBA in a 5 - 2 vote recommended denial of the Application, and issued its report and recommendation dated June 8, 1999 (the "Majority Report") recommending that preliminary plat approval for the PUD be denied; and

WHEREAS, those PC/ZBA Commissioners voting against the motion recommending denial of the Application issued a report and recommendation dated June 11, 1999 ("Minority Report") recommending that preliminary plat approval for the PUD be approved subject to certain conditions; and

Report, the Minority Report, the Application, the reports and recommendations of Village staff and Village consultants, the Applicant's representations in its public meeting, and the Report of the Economic Development Commission (collectively the "Factors"); and

WHEREAS, the Board, after considering the Factors, has determined that the PUD meets the standards set forth in Chapter 16, Article 14 Section E of the Code and that approval of the Preliminary Plat of Planned Unit Development, subject to the conditions, stipulations and limitations stated herein, will further the health, safety, and welfare of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION ONE. That the Preamble to this Ordinance is incorporated by reference into this Section One as if fully set forth herein.

SECTION TWO. That the Application for special use PUD is hereby granted, and the Property is hereby zoned special use planned unit development, and shall be so designated on the zoning map of the Village of Lincolnwood.

SECTION THREE. That the Village Board does hereby approve the Preliminary Plat of Planned Unit Development prepared by HKM Architects & Planners, Inc., consisting of one page and bearing a most recent revision date of May 19, 1999, which preliminary plat is attached hereto as Exhibit "D" and made a part hereof by reference (the "Preliminary Plat"). This zoning of the Property and approval of the Preliminary

SECTION FOUR. That Applicant, Bell & Howell and Dominick's shall develop, own, operate and maintain the PUD in accordance with the following terms and conditions:

1. The PUD shall comply with all representations and testimony made by or on behalf of the Applicant at the PC/ZBA public hearing and before the Board.
2. Development of the PUD shall conform to final plans and plats that substantially conform to the Preliminary Plat and the following additional preliminary plans and plats included herein as Group Exhibit E:
 - a. Architectural Statement/Architectural Elevations prepared by HKM Architects & Planners, Inc., consisting of one page and bearing a most recent revision date of April 9, 1999;
 - b. Preliminary Landscape Plan and Landscape Details prepared by HKM Architects & Planners, Inc., consisting of one page and bearing a most recent revision date of May 19, 1999;
 - c. Site Plan with Illuminance Levels prepared by HKM Architects & Planners, Inc., consisting of one page and bearing a most recent revision date of May 14, 1999; and
 - d. Conceptual Drainage and Utility Plan prepared by David Evans and Associates, Inc. consisting of one page and bearing a most recent revision date of April 9, 1999.
3. Applicant shall submit a final plat of subdivision/planned unit development for the PUD within 6 months after the date of the adoption of this Ordinance and Applicant shall apply for building permits within 6 months of the Board's approval of and the recording of the final plat of subdivision/planned unit development.
4. Neither Applicant nor Dominick's shall seek any sales tax or real estate tax incentives from the Village in furtherance of the development of the PUD.
5. Prior to recording of a final plat of subdivision/planned unit development for any portion of the Bell & Howell Property, a mutually acceptable development agreement shall be negotiated and executed by Bell & Howell, Applicant, Dominick's and the Village to be approved by the Board, which development agreement shall be publicly recorded against title to the Bell & Howell Property.

6. No outlots shall be created within the PUD except for the Outlot, which Outlot shall be devoted only to bank use or such other use as may be approved by the Board. There shall be cross-easements designated to provide ingress and egress to the Outlot.

7. The Supermarket building shall be constructed not less than 180 feet from the northerly right-of-way line of Pratt Avenue existing as of the date of approval of the PUD.

8. Neither the Supermarket nor the bank to be located on the Outlot shall be open to the public on a 24 hour-a-day basis. The Supermarket shall not be open to the public from 11:00 p.m. to 7:00 a.m. There shall be no deliveries to the Supermarket before 7:00 a.m. or after 10:00 p.m. The hours of the bank, excluding any self-contained or outdoor ATM, shall not exceed the hours for the Supermarket.

9. All parking lot lighting (other than security lighting) shall be turned off by 12:00 a.m.

10. Lighting shall be designed so as to be contained in the PUD as shown on the Site Plan with Illuminance Levels dated May 14, 1999. Specifically, all lighting shall be required to be directed or shielded so as to avoid light spillage onto residential properties.

11. Concurrently with the recording of a final plat of subdivision/planned unit development for any portion of the Bell & Howell Property, and pursuant to the aforesaid development agreement, a 70-foot right-of-way shall be dedicated to the Village of Lincolnwood and a 10-foot roadway easement shall be granted to the Village, both at no cost to the Village, to further the Village's construction of the proposed east-west connector roadway, as set forth on the Preliminary Plat ("East-West Connector Roadway").

12. Prior to the recording of a final plat of subdivision/planned unit development for the Bell & Howell Property a fully-executed copy of a lease shall be delivered to the Village that provides for Bell & Howell's leasing of the Industrial Parcel for a period of not less than 10 years.

13. The following regulations shall apply to trucks:

- a. No truck deliveries to the Supermarket shall be made via Pratt Avenue;
- b. All truck deliveries shall be made via the East-West Connector Roadway;
- c. Dominick's shall inform all of its suppliers, in writing, of such restriction;

- d. Signs shall be installed on the Property at the Pratt Avenue point of ingress and egress to the Property informing all delivery vehicles of such restriction; and
- e. Prior to recording of the final plat of subdivision/planned unit development for the Property, the owner of the Property shall enter into a Traffic Regulation Agreement with the Village pursuant to Section 11-209 of the Illinois Vehicle Code (605 ILCS 0/11-209) and Section 1-1-7 of the Illinois Municipal Code (65 ILCS 5/1-1-7) that establishes the Village's right to enforce, among other traffic regulations, the foregoing restriction (including, by way of example, through ticketing and fines).

14. There shall be no curb-cuts from the Property onto McCormick Boulevard. There shall be no shared access between the PUD and the Industrial Parcel.

15. On or about the 6-month anniversary of the opening for business of the Supermarket, the Village Administrator shall file a report with the Village prepared by the Village's traffic consultant that identifies traffic problems, if any, then being experienced as a result of the generation of traffic from the PUD: (i) at the intersection of Pratt Avenue and McCormick Boulevard; and (ii) at the Pratt Avenue entrance to/exit from the Property; or (iii) in the residential neighborhood situated to the south of the Property. The Board shall consider the Administrator's report, and based on such report the Board may require implementation of one or more of the following actions:

- a. The Board may require Dominick's to provide sufficient traffic control personnel, on an ongoing basis and at Dominick's expense, to the extent determined necessary by the Board to alleviate traffic congestion;
- b. The Board may require Applicant to construct a right-turn deceleration lane for westbound traffic up to 100 feet east of the Pratt Avenue entrance to the PUD; and
- c. If it is found that "cut-through" traffic exists in the residential neighborhood situated to the south of the Property, as a result of the generation of traffic from the PUD, the Board may require Dominick's to provide a traffic calming device on the south side of the Kimball/Pratt Avenue intersection allowing right-turn in and right-turn out turning maneuvers only.

16. After the 12-month anniversary of the opening for business of the Supermarket, the Streets and Alleys Committee of the Board, in consultation with Dominick's and the Village's traffic engineer, shall recommend alternative traffic calming devices, parking restrictions, or alternate solutions if the same are then deemed necessary to mitigate identified traffic problems. Any such traffic restrictions or calming devices which are

at McCormick's expense. In addition, if the intersection of Pratt Avenue and McCormick Boulevard or any point of access on Pratt Avenue to the Bell and Howell Property is operating at less than Level of Service ("LOS") "D" the Board may require that the westerly employee point of access to the Industrial Parcel be closed during weekday evening peak hour periods provided the Village's traffic consultant concludes that such closure, either independently or in conjunction with other improvements or other traffic control remediation efforts in the area, will restore those intersections to LOS "D" or better.

17. The Village shall undertake, at Applicant's expense, a progression study that demonstrates to IDOT's satisfaction that the traffic flow and sequencing of the traffic lights on McCormick Boulevard will not be impeded by the traffic signal to be located at the intersection of the East-West Connector Roadway and McCormick Boulevard.

18. The following shall apply to certain traffic improvements:

- a. The right-turn deceleration lane at the intersection of McCormick Boulevard and Pratt Avenue and the site access improvements recommended in the Applicant's Traffic Report, prepared by Metro Transportation Group and dated April 1999 shall be constructed by Applicant at its sole expense, subject to IDOT approval, prior to issuance of a certificate of occupancy for the Supermarket; and
- b. The right-turn deceleration lane at the intersection at McCormick Boulevard and the East-West Connector Roadway, shall be constructed by Applicant, at its sole expense, subject to IDOT approval and to the availability of required right-of-way, prior to issuance of a certificate of occupancy for the Supermarket.

19. Upon completion of the East-West Connector Roadway, the westerly truck access to the Industrial Parcel currently located on Pratt Avenue shall be discontinued and relocated to provide ingress and egress from the East-West Connector Roadway at a location to be approved by the Village. There shall also be a point of employee ingress and egress from the East-West Connector Roadway.

20. No parking lot or drive aisle improvements shall be constructed on the PUD within 100 feet of the northerly right-of-way line of Pratt Avenue and no parking lot or drive aisle improvements shall be constructed on the Outlot within 40 feet of the northerly right-of-way line of Pratt Avenue.

21. A site plan for the Industrial Parcel shall be submitted to the PC/ZBA for its consideration and recommendations prior to issuance of a building permit for the Industrial Parcel. The Plan Commission shall determine whether the continued use of

conditions apply to the continued use of the Industrial Parcel. The Plan Commission shall take into account the conditions imposed by this Board on the PUD and consider how those conditions affect the use of the Industrial Parcel. If there are conflicts between the use of the Property with the conditions imposed on it herein and the use of the Industrial Parcel, the Plan Commission shall recommend ways in which such conflicts may be harmonized so that conditions placed thereon do not negate or obstruct the conditions placed on the PUD by this Ordinance or in any subsequently executed and recorded development agreement or covenants. The Plan Commission shall present its report and recommendations to the Board for its consideration and the Board may then take action. Any conditions or covenants placed on the Industrial Parcel by the Board, and agreements containing any such conditions or covenants, shall be publicly recorded.

22. Prior to the recording of a final plat of subdivision/planned unit development for the PUD, and the issuance of any building permit for any development or construction in the PUD, the following items relating to the landscape and site plans for the Industrial Parcel shall be submitted to the PC/ZBA for review:

- a. Evidence of the retention of approximately 250,000 square feet of the existing Bell & Howell building for permitted "M" Manufacturing Zoning District uses only, of which Bell & Howell shall be initially a primary tenant under the multi-year lease referred to above;
- b. A plan for the construction of a 3 to 5 foot landscaped berm, with an underground sprinkler system, to screen parking areas along Pratt Avenue from Trumbull Avenue to the west property line of the Industrial Parcel; and
- c. Evidence showing compliance with all applicable bulk regulations of the "M" Manufacturing Zoning District, including, without limitation, the regulations pertaining to off-street parking, off-street loading and stormwater management, or evidence in support of any requested variations to such regulations.

23. The Final Plat of Planned Unit Development, Final Landscape Plan, Final Utility Plan and Final Architectural Plan shall incorporate the following:

- a. The Final Landscape Plan shall reflect the following enhanced features:
 - 1) permanent concrete or masonry planters near the public access points to the proposed buildings for seasonal flower plantings;
 - 2) a continuous landscaped berm, 3 to 4 feet in height, along the length

bins in place along McCormick Boulevard at the Lincolnton Town Center;

- 3) significant increase in quantities and sizes of shrub, tree and plant material, including substantial use of conifers in sensitive screening areas so as to ensure year-round attractiveness and screen effectiveness;
- 4) provision of additional landscaping to screen the parking area along the East-West Connector Roadway on the north end of the PUD; and,
- 5) landscaped islands within the parking area opposite each shopping cart corral.

Said Final Landscape Plan shall identify the species, sizes, quantities, and planting location of all landscape material that is to be newly planted and identify all existing trees on the Property and adjoining public right-of-way. This plan shall further identify whether existing trees are proposed to be retained or removed. The Final Landscape Plan shall provide for the planting of a 4 to 6 inch caliper ("dbh") tree on the PUD for any tree proposed to be removed. Applicant and/or Dominick's shall perpetually maintain all landscaping in a first class condition.

- b. The Final Planned Unit Development Plat shall contain the following revised and enhanced elements to the Preliminary Plat:
 - 1) a curbed median, engineered to provide traffic control within the PUD's driveway leading to Pratt Avenue. Such median shall separate north and south bound traffic and inhibit left turns out onto Pratt Avenue. Said median shall be continuous from Pratt Avenue to the southernmost parking area on the Property. The Final Planned Unit Development Plat shall further identify the location of traffic control signs on the Property which shall direct customer traffic to the East-West Connector Roadway for access to McCormick Boulevard as well as other signs indicating "No Left Turn Out" onto Pratt Avenue;
 - 2) one monument identification sign, consistent with the Village's Sign Code, in lieu of the pylon sign identified on the Preliminary Plat at the Pratt Avenue access to the PUD;
 - 3) the addition to the Final Planned Unit Development Plat of customer trash receptacles located near public access points to the buildings; and
 - 4) the location of trash bins for garbage generated by Dominick's. Such bins shall be fully screened by a masonry wall.

- c. The Final Utility Plan shall provide for the following:
- 1) the construction of all utilities (including water, sanitary sewer, storm, sewer, gas, and electric service) underground and otherwise in accordance with the Code;
 - 2) the construction of a looped 10 inch water main as required by the Village, to ensure adequate water pressure for firefighting purposes which shall be installed by Applicant;
 - 3) fire hydrants at approximately 300 foot intervals around structures as approved by the Village; and,
 - 4) underground water sprinkler system for perimeter landscaped areas.
- d. The Final Architectural Plans shall:
- 1) eliminate dryvit material from the face of the Supermarket building and any other building in the PUD.
 - 2) continue and extend the Prairie Style roof over full length of the Supermarket.
 - 3) incorporate the design of the Supermarket and the Outlot building with a high quality architectural "Prairie Style" appearance (including the roofline), that is aesthetically pleasing, with the two buildings unified in architecture and appearance. All structures in the PUD shall be of masonry construction.
- e. Submittal and approval of:
- 1) a Maintenance Plan for the Property;
 - 2) evidence showing compliance with the Stormwater Management Ordinance; and
 - 3) a final lighting plan showing the type of lights, their number and size with illumination levels consistent with the conditions imposed herein.
- f. Truck parking and loading restrictions:
- 1) there shall be no overnight truck parking in the PUD except in

2) truck deliveries shall be restricted to the hours of 7:00 a.m. to 10:00 p.m.

24. Parking for the Supermarket shall be laid out substantially in accordance with the Preliminary Plat, in that each parking stall shall be 18 feet in length with a 24-foot wide aisle and shall be a minimum of 60 feet in its total dimension. All parking stalls shall be a minimum of 9 feet wide, plus the required size for Disabled/Handicap stalls per Code.

25. Applicant shall use its best efforts to incorporate a truck turning area in the Final Plat of Planned Unit Development to avoid the circulation of truck traffic through customer parking areas. If this cannot be accomplished, parking south of the Supermarket shall be laid out with a 30 foot wide aisle and two 18 foot long stall rows, totaling a minimum of 66 feet, to accommodate trucks circling the building. All parking stalls shall be a minimum of 9 feet wide, plus the required size for Disabled/Handicap stalls per Code.

26. Applicant shall grant an easement to the Village for a Business Park Sign at intersection of McCormick Boulevard and the East-West Connector Roadway.

27. Neither Applicant, Bell & Howell nor Dominick's shall at any time petition for, seek or advocate the extension of Pratt Avenue over the sanitary district canal situated to the east of McCormick Boulevard.

28. No building signage facing Pratt Avenue shall be installed on any building constructed within the PUD and no monument signs shall be installed on the Outlot. No more than 30% of the windows in any structure located in the PUD may be covered by window signage.

29. The Supermarket shall not exceed 62,000 square feet in size and the bank building on the Outlot shall not exceed 6,000 square feet in size.

30. The height of any structure located in the PUD shall not exceed 35 feet.

31. HVAC equipment located on any structure in the PUD shall be screened and not visible from the street.

32. All property and structures in the PUD shall be maintained in a first class condition.

33. No outdoor sales of seasonal goods (i.e., flowers and plant materials) shall

34. Maximum seating of any in-store restaurant area shall not exceed 80 seats.

35. There shall be no permanent or overnight outdoor storage of shopping carts at the Supermarket.

36. Garbage, refuse and recyclables from buildings within the entire PUD shall be stored in containers, in the manner and at the locations specified by the Village, and shall be disposed of by Dominick's or Applicant at their cost. Storage of such materials shall be in screened areas and disposal shall be made at such times and in such manner as shall not create or permit any unhealthy or unsightly conditions to be maintained. There shall be no outdoor storage outside the screened areas of trash, rubbish or recyclable materials for any structure located in the PUD.

37. Applicant and Dominick's shall be responsible for the perpetual maintenance of roadway improvements and traffic controls constructed or installed in connection with the development of the PUD unless constructed by, or dedicated to and accepted by, the State of Illinois or the Village.

38. All existing and any new stormwater connections in the PUD and the Industrial Parcel shall be directed and/or redirected to the Village's 54 inch stormsewer main.

39. Dominick's shall provide and maintain security personnel, facilities and equipment for the Supermarket on a regular and ongoing basis. Security plans for the Supermarket shall be reviewed 6 months after the opening of the Supermarket.

40. Neither Applicant nor Bell & Howell shall seek zoning relief to construct retail uses on the Industrial Parcel for a period of 10 years from the date of approval of this Ordinance, and no additional property shall be added to or developed contiguous to the PUD by Applicant or its principals, whether or not developed in parcels of more or less than two-acre size, without the approval of the Board.

41. Applicant shall reimburse the Village, as billed, for the cost of engineering, legal and other consulting and professional services as incurred by the Village during the final plat procedures. Applicant shall pay for the cost of all necessary governmental permits and approvals (whether to be issued by the Village of Lincolnwood or by other governmental bodies and agencies), but not including such costs to the extent that they relate to the construction of the East-West Connector Roadway.

42. Applicant shall execute covenants running with the land as requested by the Village for the purpose of further confirming and implementing any or all of the conditions, stipulations and limitations set forth herein.

43. No building permits for either the Supermarket or the Bank, or any addition or building permits for the Industrial Parcel, shall be issued until a Final Plat of Planned Unit Development has been approved and recorded in accordance with the Zoning Ordinance.

44. Concurrently with the recording of a final plat of subdivision/planned unit development for the Property, Applicant shall grant such easements to the Village for utilities, signage, and stormwater management improvements as the Village may reasonably require for purposes of ongoing access and maintenance.

SECTION FIVE. That, upon the failure of Applicant or Dominick's to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the special use permit granting the PUD in this Ordinance shall, at the sole discretion of the Board by ordinance duly adopted, be revoked and become null and void, provided however, that the Board shall not so revoke the special use permit unless it first provides Applicant and Dominick's with written notice of the reasons for revocation and a 30 day opportunity to cure deficiencies. In the event that neither Applicant nor Dominick's cures the deficiencies within that 30 day period, the Board shall give the Applicant and Dominick's 14 days advance written notice and an opportunity to be heard at a regular meeting of the Board. In the event the Board revokes the special use permit granted in this Ordinance, the development and use of the PUD and the Industrial Parcel shall be governed by the rules and regulations applicable to the "M" Manufacturing District, as the same may, from time to time, be amended. In the event of the revocation of the special use permit granted herein, the Village Attorney is hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances. Applicant and Dominick's acknowledge that a public hearing pursuant to public notice has been held with respect to the adoption of this Ordinance, has

not to challenge any such revocation on the grounds of any procedural infirmity or any denial of any procedural right, provided that the notices to Applicant and Dominick's required by this paragraph are given.

SECTION SIX. That nothing herein shall be deemed to waive any other covenants and conditions which are applicable to the PUD or the Industrial Parcel.

SECTION SEVEN. That any changes or amendments to the PUD shall be by the procedures established in the Code and the Zoning Ordinance and are subject to the standards and limitations set forth therein.

SECTION EIGHT. That the terms of this Ordinance shall inure to the benefit of and be binding on Applicant, Dominick's and Bell & Howell and their respective successors and assigns and upon successor grantees of the Bell & Howell Property.

SECTION NINE. That the specific terms and conditions of this Ordinance shall prevail against other ordinances of the Village to the extent that there might be any conflict. Except for the foregoing limitation, the development of the Bell & Howell Property shall be subject to, and nothing herein shall be deemed or construed to relieve Applicant, Bell & Howell or Dominick's, from all the terms and conditions of applicable existing ordinances and regulations, and as they may be amended from time to time, of the Village of Lincolnwood, including, without limitation, zoning ordinances, building and safety codes, subdivision regulations, the Village's Sign Ordinance (Code 12-2-1 et seq.) and regulations governing the construction and design of public

SECTION TEN. That any person (person here includes, without limitation, any legal entity such as a corporation, partnership, limited liability company or other entity) violating the terms and conditions of this Ordinance shall be subject to a penalty of not to exceed Seven Hundred and Fifty Dollars (\$750.00), with each and every day that the violation of this Ordinance is allowed to remain in effect being deemed a complete and separate offense. In addition, the appropriate authorities of the Village may take such other action as they deem proper to enforce the terms and conditions of this Ordinance, including, without limitation, an action in equity to compel compliance with its terms. That any person violating the terms of this Ordinance shall be subject, in addition to the foregoing penalties, to the payment of court costs and reasonable attorneys' fees incurred by the Village in bringing any enforcement action.

SECTION ELEVEN. That this Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form, as provided by law, provided, however, that this Ordinance shall not take effect until a true and correct copy of this Ordinance is executed by Applicant, Dominick's and Bell & Howell consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted by the Corporate Authorities of the Village of Lincolnwood by motion.

AYES:

NAYS :

ABSENT:

APPROVED this _____ day of _____, 1999.

Madeleine Grant
Village President

ATTESTED AND FILED IN MY OFFICE:

Georgia A. Talaganis
Village Clerk

TDC/Lincolnwood, L.L.C., being the contract purchaser of the property legally described within this Ordinance and referred to as the Bell & Howell Property, having read a copy of this Ordinance, and having the authority to agree on behalf of TDD/Lincolnwood, L.L.C., and to execute this Ordinance, does hereby accept, concur with and agree to develop and use the Bell & Howell Property in accordance with the terms of this Ordinance.

TDC/Lincolnwood, L.L.C.

By _____
Its Manager

Dated: June _____, 1999

Bell & Howell Document Management Products Company, being the owner of the

Property, having read a copy of this Ordinance, and having the authority to agree on behalf of Bell & Howell Document Management Products Company, and to execute this Ordinance, does hereby accept and concur with the terms of this Ordinance.

Bell & Howell Document Management Products Company

By _____
Its

Dated: June ____, 1999

Dominick's Finer Foods, Inc., being the proposed operator of the Supermarket referred to within this Ordinance, having read a copy of this Ordinance, and having the authority to agree on behalf of Dominick's Finer Foods, Inc., and to execute this Ordinance, does hereby accept, concur with and agree to use, operate and maintain the Property in accordance with the terms of this Ordinance.

Dominick's Finer Foods, Inc.

By _____
Its

Dated: June ____, 1999

A parcel of land in the northeast 1/4 of Section 35, Township 14 North, Range 13 East, of the Third Principal Meridian, in Cook County, Illinois, being more particularly described as follows:

Commencing at the southeast corner of the Northeast 1/4 of Section 35, Township 14 North, Range 13 East, thence northwesterly along the West line of the Northeast 1/4 of said section N 00° 14' 59" W for a distance of 1316.39 feet to a point; thence N 88° 10' 15" E for a distance of 1513.97 feet to the Point of Beginning; thence continue along the last described course N 88° 10' 15" E for a distance of 612.71 feet to a point on the west right-of-way of McCormick Boulevard; thence S 00° 03' 31" E for a distance of 597.30 feet to a point at the northwest intersection of McCormick Boulevard and Pratt Avenue; thence S 44° 02' 00" W 28.73 feet to a point on the north right-of-way of Pratt Avenue; thence S 88° 07' 30" W 572.81 feet along the north right-of-way of Pratt Avenue; thence leaving the north right-of-way of Pratt Avenue N 01° 54' 22" W for a distance of 617.48 feet to the Point of Beginning. Said parcel contains 8.53 Acres, more or less.

A parcel of land in the Northeast 1/4 of Section 35, Township 14 North, Range 13 East, of the Third Principal Meridian, in Cook County, Illinois, being more particularly described as follows:

Commencing at the southeast corner of the Northeast 1/4 of Section 35, Township 14 North, Range 13 East, thence northwesterly along the west line of the Northeast 1/4 of said section, N 00° 14' 59" W for a distance of 658.58 feet; thence N 88° 10' 15" E for a distance of 572.35 feet to the Point of Beginning; thence continue along the last described course N 88° 10' 15" for a distance of 941.62 feet; thence S 01° 54' 22" E for a distance of 617.48 feet to a point on the north right-of-way of Pratt Avenue; thence S 88° 07' 30" W for a distance of 941.95 feet along the north right-of-way of Pratt Avenue; thence leaving said right-of-way N 01° 52' 30" W for a distance of 618.23 feet to the Point of Beginning. Said parcel contains 13.36 Acres, more or less.

PRELIMINARY PLAT OF PLANNED UNIT DEVELOPMENT

LEGAL DESCRIPTION OF PUD

A parcel of land in the northeast 1/4 of Section 35, Township 14 North, Range 13 East, of the Third Principal Meridian, in Cook County, Illinois, being more particularly described as follows:

Commencing at the southeast corner of the Northeast 1/4 of Section 35, Township 14 North, Range 13 East, thence northwesterly along the West line of the Northeast 1/4 of said section N 00° 14' 59" W for a distance of 1316.39 feet to a point; thence N 88° 10' 15" E for a distance of 1513.97 feet to the Point of Beginning; thence continue along the last described course N 88° 10' 15" E for a distance of 612.71 feet to a point on the west right-of-way of McCormick Boulevard; thence S 00° 03' 31" E for a distance of 597.30 feet to a point at the northwest intersection of McCormick Boulevard and Pratt Avenue; thence S 44° 02' 00" W 28.73 feet to a point on the north right-of-way of Pratt Avenue; thence S 88° 07' 30" W 572.81 feet along the north right-of-way of Pratt Avenue; thence leaving the north right-of-way of Pratt Avenue N 01° 54' 22" W for a distance of 617.48 feet to the Point of Beginning. Said parcel contains 8.53 Acres, more or less.

LEGAL DESCRIPTION OF INDUSTRIAL PARCEL

A parcel of land in the Northeast 1/4 of Section 35, Township 14 North, Range 13 East, of the Third Principal Meridian, in Cook County, Illinois, being more particularly described as follows:

Commencing at the southeast corner of the Northeast 1/4 of Section 35, Township 14 North, Range 13 East, thence northwesterly along the west line of the Northeast 1/4 of said section, N 00° 14' 59" W for a distance of 658.58 feet; thence N 88° 10' 15" E for a distance of 572.35 feet to the Point of Beginning; thence continue along the last described course N 88° 10' 15" for a distance of 941.62 feet; thence S 01° 54' 22" E for a distance of 617.48 feet to a point on the north right-of-way of Pratt Avenue; thence S 88° 07' 30" W for a distance of 941.95 feet along the north right-of-way of Pratt Avenue; thence leaving said right-of-way N 01° 52' 30" W for a distance of 618.23 feet to the Point of Beginning. Said parcel contains 13.36 Acres, more or less.

EXHIBIT D

NOTICE OF PUBLIC HEARING

PC/ZBA REPORT

VILLAGE OF LINCOLNWOOD, ILLINOIS

Report and Recommendations Dated: June 8, 1999

A meeting of the Plan Commission and Zoning Board of Appeals of the Village of Lincolnwood, Illinois was duly held in accordance with the following data:

DATE OF MEETING: May 19 and May 26, 1999

MEMBERS PRESENT: Atkinson*, Booras, Eisterhold, Gussin, Kim, Pauletto & Theisen

MEMBERS ABSENT: *Note: Atkinson was not present at the May 19 session. She was furnished, prior to the May 26 session, with the revised Site Plan and other revised and additional documents presented by Applicant at the May 19 session.

OTHERS PRESENT: Robert Bocwinski, Village Administrator
Jerry Sargent, Building Commissioner

PUBLICATION: Lincolnwood Life, 4/29/99; copy attached

A quorum was present. There follows a report of said proceedings and the recommendations to the Lincolnwood Board of Trustees resulting therefrom.


Zave H. Gussin, Chairman

Application of TDC Lincolnwood LLC, Richard H. Tucker, Pres. (hereafter Applicant) for Planned Unit Development (PUD) approval for a retail development on an 8-acre tract at the northwest corner of Pratt Avenue and McCormick Boulevard. The Chairman found due compliance with the notice requirements of the Zoning Ordinance. Applicant exceeded the required notification area by giving notice to the same persons who were notified of its previous application involving a 22-acre tract (which included the present site). The Village of Lincolnwood also notified residents for some distance beyond Applicant's extended area. Further, approximately two weeks prior to the Public Hearing, an informal presentation was conducted for the public at Village Hall, upon wide notice given by the Village, in order to afford residents an opportunity to familiarize themselves with the plan prior to the Public Hearing. The Public Hearing commenced on May 19, 1999, and proceeded for somewhat over four hours, whereupon it was continued to May 26, 1999. The Public Hearing resumed on May 26, 1999, and proceeded for approximately three more hours, after which a vote was taken

The following persons testified on behalf of Applicant, after being duly sworn:

Hank D'Ambrosio, of Bell & Howell, present owner of the site;
Mamie Yee, Sr. V.P. of Domenick's, proposed major operator;
Mark Kerensly, of HKM Architects and Planners
Bonnie Flock, of Metro Transportation Group (traffic impact analysis)

Many residents testified in opposition, and in addition many residents wrote letters in opposition. Several letters were received in favor. Resident participation will be described in greater detail below.

Previous Application

In 1998, Applicant applied for PUD approval to develop the entire 22-acre tract owned by Bell & Howell, beginning at McCormick and extending westward for several blocks, between Pratt on the south, and a line about 600 ft. north of and parallel to Pratt. The PUD contained about 240,000 sq. ft. of retail, including an outbuilding restaurant, and was anchored by a 65,000 sq. ft. Domenick's food store (Plan #1). The Lincolnwood Plan Commission & Zoning Board of Appeals (PC&ZBA) voted 7-0 to recommend denial of that application. Prior to the recommendation being acted upon by the Board of Trustees, Applicant withdrew Plan #1 and asked that the matter be returned to the PC&ZBA for submission of a revised plan. Plan #2 involved the same 22-acre tract, and was marked by several major changes: (a) a reduction of the retail development by about 10%; (b) the re-routing of a portion of Pratt Avenue northward, and then east to McCormick along the north side of the tract; (c) moving the main retail building to the south side of the tract, near Pratt, with the parking to the north (essentially a reversal of Plan #1); (d) narrowing "old Pratt" from the juncture of the new road eastward to McCormick; and (e) placing cul-de-sacs at the intersection of "old Pratt" and McCormick, and also at Pratt and the residential street nearest the "new Pratt" cut-off. One Public Hearing session was held before the PC&ZBA, and the matter was continued to a second session. The PC&ZBA advised Applicant that it would have to pay for an independent consultant to advise the PC&ZBA regarding items b, d and e above. Thereafter, Applicant advised the PC&ZBA not to retain such consultant, because it was withdrawing Plan #2 in favor of a significantly reduced new plan. Plan #3 would reduce the land area of the PUD to the eastern 8-acres of the larger tract, and would involve primarily Domenick's, with minor outbuilding retail. Before Plan #3 was presented in detail, and before any hearings took place with respect thereto, Domenick's was sold to Safeway Stores of California, and Applicant was unable to proceed at that time, requesting a further continuance until the sale was closed and authorization could be obtained from the new ownership. At that time, many hearings had already taken place on the previous plans, and whether and when the matter could proceed was still in doubt. In November, 1988, the PC&ZBA denied the request for a further continuance and dismissed the Application without prejudice to the right of Applicant to file a new Application at such time as it might be ready to proceed.

has been submitted in much greater detail and with several refinements. Applicant described with great particularity the contrast between the present Application, of 8 acres and 68,000 sq. ft. of buildings, and the first two applications, involving 22 acres and over 200,000 sq. ft. of buildings. That contrast is important to recognize as part of the historical perspective of these proceedings. However, in the final analysis, the present Application must be evaluated on its own merits, as if it had been the first and only one submitted, and not just because it is less intense than the previous one which was rejected by the PC&ZBA.

Staff Report

After submission of this Application, but prior to the Public Hearing, Staff prepared a Report containing a number of recommendations for modifications to the site plan. At the first session of the Public Hearing, Applicant submitted to the PC&ZBA a revised site plan, a revised landscaping plan, and other revised and additional materials which incorporated many of the Staff recommendations. Some of the more significant changes incorporated in the revised documents were as follows:

1. Closed what was to be a joint entry on Pratt (even with Kimball) for both the Domenick's PUD and the remainder of the Bell & Howell building. Instead, that access would remain, as it is now, exclusively for Bell & Howell.
2. Berming along Pratt and along McCormick, and additional landscaping.
3. Lighting Plan, showing no off-site spill of light onto Pratt or beyond.
4. Increased width of connector road from 60' to 70', for an additional turning lane.
5. Extra right-turn lane on McCormick (going south) at Pratt.
6. Indicating where shopping-cart corrals would be (with parking spaces decreased accordingly); and showing the general area where tent sales might occur, if authorized.
7. The Pylon signs, which were 26 ft. in height, were reduced to 18 ft.

Accordingly, this Report and Recommendations will address the revised plans, unless otherwise indicated.

Site Plan

Attached as Exhibit A is the Site Plan (revised) of the proposed development. The site is approximately 8.5 acres, reduced to about 7.75 acres by the portion at the north side which will be dedicated to the Village for the proposed connector road, and by the portion