

2014-0742

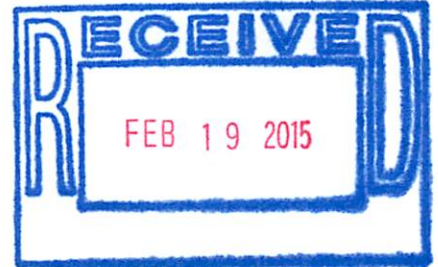


Illinois Department of Transportation

Division of Highways / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

BUREAU OF DESIGN

Village of Orland Park/State of Illinois
US Route 6/Illinois Route 7 Improvement
FAP Route 351
STATE Section: 536-R-1
Job No.: C-91-010-11
Agreement No.: JN-114-020
Contract No.: 60L71
County: Will and Cook



February 17, 2015

Mr. Kurt Corrigan
Transportation and Engineering Manager
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, IL 60462

2-20-15
To Nancy M.
VOP Clerks office.

Dear Mr. Corrigan:

The Agreement for the subject improvement has been executed by this Department.

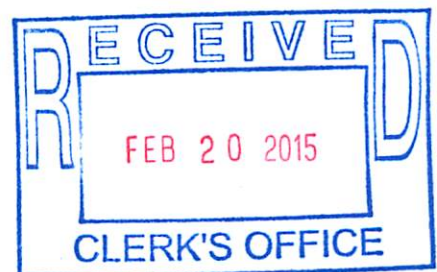
Enclosed is an original counterpart of the executed Agreement for your records and files.

If you have any questions or need additional information, please contact Mr. Ray Ritchie, Agreement Specialist, at (847) 705-4238, or Ms. Lesia Banks, Assistant Agreement Specialist, at (847) 705-4553.

Very truly yours,

John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

By: *Jose A. Dominguez*
Jose A. Dominguez, P.E.
Project Support Engineer



Enclosures



FAP Route 351
State Section: 536-R-1
County: Will and Cook
Job No. : C-91-010-11
Agreement No.: JN-114-020
Contract No.: 60L71

AGREEMENT

This Agreement entered into this 5th day of January, 2015 A.D, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the ORLAND PARK of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 26,669 feet of US Route 6/Illinois Route 7 (159th St.) from Gougar Road to Will-Cook Road. FAP Route 351, State Job No.: C-91-010-11, State Contract No.: 60L71, State Section No.: 536-R-1 within the municipalities of :Village of Homer Glen, Homer Township, Will County, Orland Park Fire Protection District, City of Lockport, and Village of Orland Park, Will and Cook Counties by widening and reconstructing and adding lanes as follows:

The project consists of roadway reconstruction, with Portland Cement Concrete, to provide 2 (two) travel lanes in each direction separated by a 28-foot wide barrier curb and landscaped median. However, an 18-foot wide median is being proposed to reduce impacts in the vicinity of the Fiddymment Creek Preserve. The proposed design includes median breaks throughout the corridor for left turns and U turns. A

sidewalk or shared-use path will generally be provided on each side of the street. Traffic signal upgrades will be made at five intersections along 159th Street; including Cedar Road, Parker Road, Bell Road, South Bell Road, and Will-Cook Road. Storm drainage improvements will be constructed throughout the project length curb and gutter, storm sewer, culvert improvements, and retention/detention areas. The work within the entire project includes earth excavation and embankment, pavement installation, tree removal, unsuitable material and special waste removals, installation of combination concrete curb and gutter, enclosed drainage systems, traffic signals and interconnection, pavement markings, landscaping, by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.

2. The STATE agrees to pay for all right of way, construction and engineering cost subject to reimbursement by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A.
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit B" and made a part hereof.
5. The VILLAGE further agrees that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80%, of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project based upon final costs. The STATE agrees not to bill prior to January 1, 2015.
6. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in "Exhibit B" proves to be insufficient, to cover said cost.
7. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached

hereto as "Exhibit C", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

8. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit D".
9. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the VILLAGE and the STATE.
9. The VILLAGE has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit E".
10. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.

11. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along US Route 6/Illinois Route 7 (159th St) without the consent of the STATE.
12. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
13. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
14. The VILLAGE agrees to obtain from the STATE an approved permit for any CITY owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
15. Upon final field inspection of the improvement and so long as US Route 6/Illinois Route 7 (159th St.) is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the non-landscaped medians, storm sewers, the through traffic lanes, the left-turn lanes and right turn lanes,

and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.

16. Upon final field inspection of the improvement and within the VILLAGE corporate limits, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including shared-use path, sidewalks, landscape medians, parkway trees and shrubs and all VILLAGE owned utilities.

17. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of US Route 6/Illinois Route 7 (159th Street).

18. The VILLAGE agrees to assume responsibility for the reconstruction and maintenance of the shared-use-path located within the limits of the VILLAGE in its entirety. The VILLAGE agrees to indemnify and hold the STATE and its employees harmless from all claims for death, injuries and damages to persons or property relating to the use, maintenance or reconstruction of the shared-use path.

If in the Future , the STATE adopts a roadway or traffic signal improvement on US Route 6/IL Route 7 (159th St.),which requires modification, relocation or reconstruction to said shared-use path then the VILLAGE hereby agrees to be financially responsible for the VILLAGE's proportionate share to modify, relocate

or reconstruct said shared-use-path in conjunction with the STATE's proposed improvement.

19. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the VILLAGE on September 9th, 2011

20. Upon acceptance by the STATE of the new traffic signal installation, the financial responsibility for maintenance and electrical energy for the operation of the traffic signals shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Elect. Energy</u>
US Route 6/Illinois Route 7 (159th Street) At Will/Cook Road		
STATE Share	(75)%	(100)%
VILLAGE Share	(25)%	(0)%

It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE, either with its own forces or through an ongoing contractual agreement.

The STATE agrees to make arrangements with the local power company to furnish the electrical energy for the operation of the traffic signals. The VILLAGE agrees to pay their proportionate share of this cost as billed by the local power company.

The STATE retains the right to control the sequence and timing of the traffic signals.

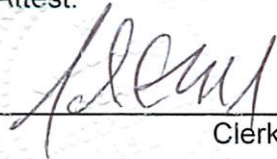
21. Upon acceptance by the STATE of the new traffic signal installation included herein, the responsibility for maintenance and energy outlined above shall become a part of the Master Agreement executed by the State and the VILLAGE on September 9th, 2011.
22. Upon acceptance by the STATE of the work proposed herein on existing signals, the responsibility for maintenance and energy shall continue to be as outlined in the aforementioned Master Agreement.

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

Attest:


Clerk

(SEAL)

VILLAGE OF ORLAND PARK
By: 
(Signature)

By: Daniel J. McLaughlin
(Print or Type)

Title: Village President

Date: Jan 7, 2015

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

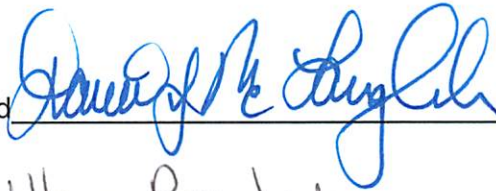
By: 
John Fortmann, P.E.
Deputy Director of Highways,
Region One Engineer

Date: 1-23-15

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement known as US Route 6/Illinois Route 7 (159th St), FAP Route 351, State Section: 536-R-1, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved



Title

Village President

Date

Jan 7, 2015

EXHIBIT A ESTIMATE OF COST Contract 60L71																	
Type of Work	FEDERAL		STATE		CITY OF LOCKPORT		VILLAGE OF HOMER GLEN		HOMER TOWNSHIP ROAD DISTRICT		WILL COUNTY		VILLAGE OF ORLAND PARK		ORLAND PARK FIRE PROTECTION DISTRICT		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following	\$43,147,200	80%	\$10,786,800	20%		N/A%		N/A%		N/A%		N/A%		N/A%			\$53,934,000
P&C Engineering (15%)	\$6,472,080	80%	\$1,618,020	20%		N/A%		N/A%		N/A%		N/A%		N/A%			\$8,090,100
TRAFFIC SIGNALS																	
US Route 6/IL Route (159th St.) at Cedar Road	\$320,000	80%	\$40,000	10%		N/A%		N/A%	\$20,000	5%	\$20,000	5%		N/A%			\$400,000
P&C Engineering (15%)	\$48,000	80%	\$6,000	10%		N/A%		N/A%	\$3,000	5%	\$3,000	5%		N/A%			\$60,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%	\$7,000	100%		N/A%		N/A%		N/A%			\$7,000
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$1,050	100%		N/A%		N/A%		N/A%			\$1,050
US Route 6/IL Route 7 (159th St.) Will-Cook Road(South Leg)	\$320,000	80%	\$60,000	15%		N/A%		N/A%		N/A%		N/A%	\$20,000	5%			\$400,000
P&C Engineering	\$48,000	80%	\$9,000	15%		N/A%		N/A%		N/A%		N/A%	\$3,000	5%			\$60,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%		N/A%		N/A%		N/A%		N/A%	\$7,000	100%	\$7,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%		N/A%		N/A%		N/A%	\$1,050	100%	\$1,050
US Route 6/IL Route 7(159 St at Parker Road)	\$320,000	80%	\$40,000	10%		N/A%	\$40,000	10%		N/A%		N/A%		N/A%		N/A%	\$400,000
P&C Engineering (15%)	\$48,000	80%	\$6,000	10%		N/A%	\$6,000	10%		N/A%		N/A%		N/A%		N/A%	\$60,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%	\$7,000	100%		N/A%		N/A%		N/A%			\$7,000
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$1,050	100%		N/A%		N/A%		N/A%			\$1,050
US 6/IL Rte. 7 (159th St.) at Bell Rd.	\$320,000	80%	\$53,200	13.3%		N/A%		N/A%		N/A%	\$26,800	6.7%		N/A%			\$400,000
P& C Engineering (15%)	\$48,000	80%	\$7,980	13.3%		N/A%		N/A%		N/A%	\$4,020	6.7%		N/A%			\$60,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%	\$7,000	100%						N/A%			\$7,000
P& C Engineering (15%)		N/A%		N/A%		N/A%	\$1,050	100%				N/A%		N/A%			\$1,050
US Route 6/IL Rte. 7 (159th St.) at South Bell Rd.	\$320,000	80%	\$53,200	13.3%		N/A%	\$26,800	6.7%		N/A%		N/A%		N/A%			\$400,000
P& C Engineering (15%)	\$48,000	80%	\$7,980	13.3%		N/A%	\$4,020	6.7%		N/A%		N/A%		N/A%			\$60,000
Emergency Vehicle Pre-emption		N/A%		N/A%		N/A%	\$7,000	100%		N/A%		N/A%		N/A%			\$7,000
P& C Engineering (15%)		N/A%		N/A%		N/A%	\$1,050	100%		N/A%		N/A%		N/A%			\$1,050

EXHIBIT A ESTIMATE OF COST Contract 60L71																	
Type of Work	FEDERAL		STATE		CITY OF LOCKPORT		VILLAGE OF HOMER GLEN		HOMER TOWNSHIP ROAD DISTRICT		WILL COUNTY		VILLAGE OF ORLAND PARK		ORLAND PARK FIRE PROTECTION DISTRICT		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
LIGHTING																	
159th St. @ Cedar Road		N/A%		N/A%		N/A%		N/A%	\$150,000	100%		N/A%		N/A%		N/A%	\$150,000
P&C Engineering (15%)		N/A%		N/A%		N/A%		N/A%	\$22,500	100%		N/A%		N/A%		N/A%	\$22,500
159th St. at Parker Road		N/A%		N/A%		N/A%	\$150,000	100%		N/A%		N/A%		N/A%		N/A%	\$150,000
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$22,500	100%		N/A%		N/A%		N/A%		N/A%	\$22,500
159th St. at Bell Road and South Bell Road		N/A%		N/A%		N/A%	\$300,000	100%		N/A%		N/A%		N/A%		N/A%	\$300,000
P&C Engineering (15%)		N/A%		N/A%		N/A%	\$45,000	100%		N/A%		N/A%		N/A%		N/A%	\$45,000
OTHER WORK																	
Sidewalk and Shared-Use Path, Homer Glen	\$719,280	80%		N/A%		N/A%	\$179,820	20%		N/A%		N/A%		N/A%			\$899,100
P & C Engineering (15%)	\$107,892	80%		N/A%		N/A%	\$26,973	20%		N/A%		N/A%		N/A%			\$134,865
Sidewalk (Cedar Rd. to ~1,650' east of Cedar Rd.) and Shared-Use Path, Homer Township, Homer Glen	\$28,800	80%		N/A%		N/A%	\$7,200	20%		N/A%		N/A%		N/A%			\$36,000
P & C Engineering (15%)	\$4,320	80%		N/A%		N/A%	\$1,080	20%		N/A%		N/A%		N/A%			\$5,400
Sidewalk and Shared-Use Path, Homer Township (South Leg of Cedar Road) - Eliminate This Row	\$0	80%		N/A%		N/A%		N/A%	\$0	20%		N/A%		N/A%			\$0
P&C Engineering (15%) Eliminate This Row	\$0	80%		N/A%		N/A%		N/A%	\$0	20%		N/A%					\$0
Sidewalk, Lockport	\$140,000	80%		N/A%	\$35,000	20%		N/A%		N/A%		N/A%		N/A%			\$175,000
P & C Engineering (15%)	\$21,000	80%		N/A%	\$5,250	20%		N/A%		N/A%		N/A%		N/A%			\$26,250
Shared-Use-Path, Orland Park	\$28,560	80%		N/A%		N/A%		N/A%		N/A%		N/A%	\$7,140	20%			\$35,700
P & C Engineering (15%)	\$4,284	80%		N/A%		N/A%		N/A%		N/A%		N/A%	1,071	20%			\$5,355
Remove and relocate beacon light, Homer Glen		N/A%		N/A%		N/A%	\$51,000	100%		N/A%		N/A%		N/A%			\$51,000
P & C Engineering (15%)		N/A%		N/A%		N/A%	\$7,650	100%		N/A%		N/A%		N/A%			\$7,650
TOTAL	\$52,613,416		\$12,688,180		\$40,250		\$900,243		\$196,600		\$63,820		\$31,211		\$8,060		\$66,430,670



VILLAGE OF ORLAND PARK

Certification

14700 Ravinia Avenue
Orland Park, IL 60462
(708) 403-6150

STATE OF ILLINOIS COUNTIES OF COOK AND WILL

I, John C. Mehalek, DO HEREBY CERTIFY that I am the duly elected and qualified Village Clerk of the Village of Orland Park, Illinois, and as such Village Clerk I am the keeper of the minutes and records of the proceedings of the Board of Trustees of said Village and have in my custody the minutes and books of the records of said Village.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of:

Resolution No. 1501

I DO FURTHER CERTIFY that the original Resolution of which the foregoing is a true copy is entrusted to my care for safekeeping and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village Of Orland Park aforesaid, at the said Village, in the Counties and State aforesaid, this 5th day of January 2015.

John C. Mehalek, Village Clerk



VILLAGE OF ORLAND PARK

**14700 Ravinia Avenue
Orland Park, IL 60462
www.orland-park.il.us**

Resolution No: 1501

File Number: 2014-0742

**FUNDING RESOLUTION (JOINT AGREEMENT WITH ILLINOIS DEPARTMENT OF
TRANSPORTATION FOR IMPROVEMENT OF 159TH STREET FROM GOUGAR ROAD TO
WILL-COOK ROAD)**

VILLAGE OF ORLAND PARK

STATE OF ILLINOIS, COUNTIES OF COOK AND WILL

VILLAGE OF ORLAND PARK

Resolution No: 1501

FUNDING RESOLUTION (JOINT AGREEMENT WITH ILLINOIS DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENT OF 159TH STREET FROM GOUGAR ROAD TO WILL-COOK ROAD)

WHEREAS, the VILLAGE OF ORLAND PARK has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of U.S. Route 6/Illinois Route 7 (159th Street) from Gougar Road to Will-Cook Road, known as FAP Route 351, State Job. No. C-91-010-11, State Contract No.: 60L71, State Section No.: 536-R-1; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS, that there is hereby appropriated the sum of THIRTY-ONE THOUSAND TWO HUNDRED ELEVEN DOLLARS (\$31,211.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, and receipt of an invoice, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under the AGREEMENT, and will pay to the STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs.

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient to cover said cost.

This Resolution shall be in full force and effect upon its adoption as provided by law.

PASSED this 5th day of January, 2015

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

Aye:	6	Trustee Fenton, Trustee Dodge, Trustee Schussler, Trustee Gira, Trustee Calandriello, and President McLaughlin
Nay:	0	
Absent:	1	Trustee Griffin Ruzich

VILLAGE OF ORLAND PARK

Resolution No: 1501

DEPOSITED in my office this 5th day of January, 2015

/s/ John C. Mehalek

John C. Mehalek, Village Clerk

APPROVED this 5th day of January, 2015

/s/ Daniel J. McLaughlin

Daniel J. McLaughlin, Village President

ORDINANCE REFERENCES FOR EXHIBITS C, D, and E

Requests for Code Sections Reference Village Code (VC) and Land Development Code (LDC)

**No Parking
Prohibit Wastes in Storm Sewers
Encroachments into a right of way**

1. No Parking For 143rd, LaGrange and 159th VC 9-9-8

See numerous streets for No Parking items:
20, 21, 22, 25, 27, 36, 38, 61, 69, 70, 76, 83,

2. Prohibited Waste Material in Storm Sewers VC 4-7-2

4-7-2: PROHIBITED DISCHARGES:

**4-7-2-1: GROUND, SURFACE OR STORM WATERS AND OTHER
EXTRANEEOUS FLOWS:**

It shall be unlawful to discharge or cause to be discharged, directly or indirectly, into the sanitary sewer system of the Village any ground waters, surface waters, storm waters or any other extraneous flows.

4-7-2-2: SPECIFIC MATERIALS, WASTES:

4-7-2-3: Discharges Into Storm Sewer System:

3. Encroachments permitted in a Right of Way

LDC 7-102, Items A through X.

Item D. 1. For encroachment

D. Permit Required; Applications and Fees.

1. Permit Required. No person shall construct (as defined in this Section) any facility on, over, above, along, upon, under, across, or within any Village right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this Section), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the Village Department of Public Works and obtaining a permit from the Village therefor, except as otherwise provided in this Section. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

3-2-4: ENCROACHMENTS: VC 3-2-4

No structure, fence, merchandise display, landscaping, driveway, parking lot, newspaper vending machine, mailbox or other obstacle shall be permitted which

obstructs or otherwise interferes with public use of a street, sidewalk, right-of-way or other public easement, except that food service establishments and restaurants shall be permitted to operate and maintain outdoor dining, including the service of liquor by an establishment that holds a liquor license without amendment of the liquor license, using a portion of a public sidewalk adjoining the food service establishment or restaurant with the following limitations: