

## **Public Way Use Policy**

It is the policy of the Corporate Authorities of the Village of Northfield, and indeed, in the Illinois common law, to recognize the existence of a presumption against the private use of public property. It is the further policy of the Village Board that such presumption may be overcome only upon proof of a demonstrable, compelling need for private use.

Upon proof of such compelling need, as determined solely by the Village Board, the private use of public property shall require a license agreement approved by the Village Board. The Village shall consider, among other matters, the impact on surrounding properties with regards to storm water runoff, screening, noise, light intrusion, access to public property, public liability and any other relevant considerations. Driveways, mailboxes, private street signs, and sprinkler systems shall be exempt from such license requirements; provided they are installed in compliance with all existing Village regulations and this policy.

Every License Agreement shall be subject to the review and approval of the Village Board and shall, at a minimum, be subject to the following conditions:

1. **Drainage**: The Licensee shall not regrade, fill, block or otherwise change the existing drainage patterns on the public property nor remove any trees or shrubs on the public property, without submitting detailed a written description and engineering justification for such changes. The Village may require any additional documentation it deems appropriate in order to determine the advisability of such changes.
2. **Right of Access**: The Village shall retain the right of access to the site at all times, with or without prior notice.
3. **Structures and Plantings**: No structure, as defined in the Village Zoning Code, shall be erected or placed on public property except after a duly published public hearing before the Village Board. The Licensee shall not install any structures, plantings or other improvements on the site that are not expressly set forth in the license agreement or associated exhibits. This shall include, but not be limited to fences, electronic fences, sheds, pools, patios, decks, tennis courts, parking areas, walkways, drainage lines, play equipment, lighting, or irrigation systems. Even if noted in the license agreement, every structure or improvement is subject to Village Code requirements.
4. **Maintenance**: The Licensee shall, at its own expenses and at all times, be responsible for maintaining the property in good condition and free from litter and debris.
5. **Village Not Liable**: Any work, structures or personal property allowed on public property will be at the sole risk of the owner. The Village shall not be liable for any damage that may occur to such work, structure or personal property.

6. Release and Hold Harmless: The Licensee must agree to protect, indemnify, save and hold forever harmless the Village of Northfield and its officers, current/past/future appointed and elected officials, President and Board of Trustees, employees, volunteers, attorneys, engineers and agents (the "Village Affiliates") from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses brought by any person or entity, including but not limited to, Licensees and their employees, contractors, subcontractors, volunteers, agents and invitees arising out of, connected with, or in any way associated with Licensee's use of the Licensed Premises, any of the Licensor's Property, or with the License Agreement.
7. Waiver of Claims: The Licensee must waive and relinquish any and all claims or causes of action of any kind that it or its officers, officials, employees, contractors, subcontractors, volunteers, agents, and invitees may have against the Village and the Village Affiliates arising out of or relating to the Licensee's business, Licensee's use or the public's use of the Village Property or the areas used for activities associated with the Licensee's business, or any matters arising out of or relating to matters covered under this Agreement.
8. Insurance: The Licensee must maintain insurance with personal injury and death coverage in an amount not less than \$1,000,000. The Village Board may waive this requirement for single family residences.
9. Right to Terminate: The Village shall have the right upon 60 days written notice, to terminate the agreement at any time. Upon such notice, Licensee shall re-deliver the site to the Village and shall remove any structures or personal property and return the site in good condition.
10. Compliance with Law: The Licensee shall comply with all applicable federal, state, county, and local regulatory authorities with respect to the installation of improvements on the site.
11. Vote: No license agreement shall be entered into by the Village except on the affirmative vote of at least four members of the Village Board. The Village Board must make a specific finding, based on a staff report that some tangible public purpose will be served by entry into the license agreement.
12. Private Street Sign: No license shall be required but all such signs must comply with the following standards:
  - If placed in an intersections sight visibility triangle, the area between 30"-60" above grade must remain open to prevent visibility issues.
  - Signs shall be no taller than 10'5" above grade.
  - The sign face shall not exceed 10.5 square feet.

- The minimum height for the street name is 4 inches for uppercase letters and 3 inches for lower case letters.
- Signs must be maintained in good condition and replaced or repaired when dented, chipped, faded, or otherwise deteriorated or damaged.
- Any landscaping placed within an intersections sight visibility triangle must be either lower than 30" at maturity or start its leafing structure above 60" from grade to prevent visibility issues.
- Hardwired lighting is prohibited and only solar-powered illumination is permitted
- No permit is required for private street signs.
- Existing signs shall be considered "legal non-conforming signs" and will be exempt from the height and size requirements but shall conform to the maintenance and site visibility requirements. If a legally non-conforming sign is replaced the new sign must conform to all Policy standards.