

Parkway shall be subject to, and conditioned upon, each and all of the following conditions and restrictions:

- A. Permit Required. A permit, issued by the Village Manager, shall be required prior to the erection or maintenance of any Display on the Parkway, in accordance with the following procedures:
1. Application. The application for a permit shall be in writing on a form prepared by the Office of the Village Manager, and shall be filed in the Office of the Village Manager. The application must include the name of the individual or group sponsoring the Display ("**Responsible Party**"), and the name, address, and telephone number of a member of the Responsible Party who will be the Village's "primary contact."
 2. Submission Date. The application must be submitted not less than 10, nor more than 30, days prior to the desired date of erection of the Display.
 3. Specifications and Description of Display. The application must include a drawing, sketch, or photograph that depicts the proposed Display, and that sets forth the following information:
 - (a) The exact dimensions of the Display and any supporting structure, including height, width, and depth.
 - (b) The manner in which the Display will be mounted or secured to the ground.
 - (c) The construction materials to be used.
 - (d) The lighting, if any, that will be a part of, or that will illuminate, the Display.
 - (e) A narrative and graphic description of the Display, including any and all written content, graphics, and art or architectural features that will be included on or within the Display.
 4. Review by Village Departments and Village Attorney. Prior to issuance of any permit, the Village Manager shall cause the application to be reviewed by the Police, Fire, and Public Works Departments, and the Department of Development & Planning Services to determine (a) whether the proposed Display meets all applicable laws governing encroachments and obstructions to public property and (b) whether the proposed Display will create a danger or hazard to vehicular or pedestrian traffic in the vicinity of the Parkway. The Village Attorney shall have the authority to review all applications for permits to determine and confirm

compliance will all provisions of this Standard Operating Procedure as well as applicable law.

5. Action on Permit Application. The Village Manager may
 - (a) issue the permit for the proposed Display;
 - (b) request modifications to the Display and require resubmission of the permit application;
 - (c) issue the permit with conditions applicable to the specific proposed Display reasonably necessary to allow the proposed Display to be in compliance with the intent of this Standard Operating Procedure; or
 - (d) deny the issuance of a permit for the proposed Display if the Village Manager determines that (i) the proposed Display does not comply with any or all of the conditions set forth in this Standard Operating Procedure, or (ii) the proposed Display will present a clear and present danger to the public health or safety of the Village, its residents, or the pedestrians or operators of vehicles in the vicinity of the Parkway.
 6. Non-Transferable. The permit issued by the Village Manager shall be non-transferable, and shall be valid only for the date and time specified.
 7. Revocation. The Village Manager may revoke a Display permit in the event that the Village Manager determines that any or all of the conditions set forth in this Standard Operating Procedure, or any additional conditions in the permit, have been violated.
 8. Appeals. The determination or action of the Village Manager, or his or her designee, in granting, denying or revoking a permit may be appealed to the Village Board in accordance with the same rules and procedures governing building code appeals set forth in Sec. 6 14 of the Northbrook Municipal Code of Trustees. The decision of the Village Board of Trustees shall be final.
 9. Permit Fee. A non-refundable fee in the amount set forth in the Annual Fee Resolution shall be due and payable at the time of permit application.
- B. Size of Display. The Display shall not exceed six feet in height, six feet in depth, and six feet in width.
- C. Number of Displays. No more than two Displays shall be permitted in the Parkway at any one time. If multiple permit applications are received for the same time period; the application that is in full compliance with this

Standard Operating Procedure and that is received first by the Office of the Village Manager (as reflected by a date/time stamp) shall prevail.

- D. Duration. No Display shall be maintained at the Parkway for a time period of more than 30 consecutive days. No display shall be maintained at the Parkway for more than a total of 30 days in any 365 day period.
- E. Removal and Restoration. Within 24 hours after the expiration of the permit, the Responsible Party shall, at its sole cost and expense, immediately remove the Display, and restore the Parkway to its condition prior to the erection of the Display.
- F. Obscenity Prohibited. No Display shall contain any matter, in writing or in a depiction, that, when considered as a whole, predominantly appeals to prurient interests.
- G. Prohibited Signs and Displays. The following signs, as defined in Article IX of the Village Zoning Code, shall be prohibited at all times in the Parkway:
 - 1. Advertising Signs that directs attention to or identifies a business or entity that is a Commercial Use (as defined in Article XII of the Village Zoning Code) as opposed to a Civic Use (as defined in Article XII of the Village Zoning Code)
 - 2. Real Estate Signs
 - 3. Political election signs
- H. Disclaimer Sign. The Responsible Party must acknowledge that a separate sign, created by the Village, disclaiming any Village interest in the operation, use or maintenance of the proposed display ("**Disclaimer Sign**") has been permanently erected by the Village in the area of the Display. The Disclaimer Sign clearly states that no public funds or tax monies were used to purchase or erect the Display and that the Village of Northbrook has no interest in the content, operation, use, or maintenance of the Display. The Responsible Party shall not remove, relocate, obstruct, or in any way tamper with the Disclaimer Sign.
- I. Construction Materials. The construction and structural elements of the Display and the Disclaimer Sign shall be in accordance with the standards and regulations of the Village Building Code. Specifically, and without limitation, the Display and the Disclaimer Sign shall be (a) constructed of fire-resistant materials, (b) capable of withstanding wind pressures of at least 30 pounds per square foot of surface area, and (c) capable of receiving dead loads based on the actual weight of the structure.
- J. Lighting Restrictions. No flashing, blinking or intermittent lights shall be permitted on, or illuminating, the Display. All Displays shall be in

compliance with the signage illumination provisions set forth in Section 9-106 D 1 of the Village's Zoning Code.

- K. Responsible Party's Risk. The Responsible Party shall acknowledge and agree that the erection and maintenance of the Display and the Disclaimer Sign shall be at the sole and exclusive expense and risk of the Responsible Party. The Village shall not be responsible for damage of any kind caused to, or for any damage, injury, or loss as a result of, the Display or the Disclaimer Sign. The permit shall contain a provision whereby the Responsible Party shall indemnify and hold harmless the Village from and against any such damage, injury, or loss.

- L. No Damage to Surrounding Property. The Responsible Party shall cause the Display and the Disclaimer Sign to be erected and maintained in a manner that shall not cause any permanent damage or disturbance to the Parkway including any vegetation or landscaping, or damage or disturbance of any kind to any public or private property surrounding the Parkway. In the event of any such damage or disturbance, the Responsible Party shall cause the damage or disturbance to be promptly repaired and remedied at its sole cost and expense.

- L. Removal of Damaged or Unsafe Display. The Responsible Party shall, at its sole cost or expense promptly (but in no event more than 24 hours after receipt of notice from the Village Manager) remove or repair any Display that is defaced with graffiti or other markings or is damaged or destroyed by any cause (whether intentional or unintentional, by natural causes or by deliberate causes) in such a manner as to render the Display unsafe or obscene.

SHERMER WALTERS PARKWAY WAIVER & RELEASE

IMPORTANT INFORMATION

By submitted a permit application to place and maintain a Display on the Shermer-Walters Parkway, I have agreed to comply with the policies and procedures set forth in the Village of Northbrook's Standard Operating Procedure 10-27-02 (05-01-2016 ("**SOP**")) including the execution of this Waiver and Release.

All capitalized terms used herein shall have the meaning set forth in the SOP.

WAIVER & RELEASE OF CLAIMS, ASSUMPTION OF RISK, AND AGREEMENT TO INDEMNIFY & DEFEND

Please read this form carefully and be aware that in posting a Display on the Parkway, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you might sustain as a result of posting and maintaining the Display on the Parkway

I recognize and acknowledge that there are certain risks of physical injury or legal claims associated with the posting and maintaining of Displays on the Parkway, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I may sustain as a result of said activity. I further agree to waive, release and relinquish all claims I as a result of posting and maintaining the Display in the Parkway against the Village of Northbrook, including its officers, agents, servants, employees, volunteers, insurers, related or affiliated individuals or entities, successors and assigns (hereinafter collectively referred as the "**Village**").

I do hereby fully waive, release, and forever discharge the Village from any and all claims for injuries, damages, or loss that I may have arising out of, connected with, or in any way associated with my posting and maintaining a Display on the Parkway

I do hereby further agree to indemnify and hold harmless and defend the Village, its officers, agents, servants, employees, volunteers, insurers, related or affiliated individuals or entities, successors and assigns from any and all claims, lawsuits, demands, damages, liabilities, losses and expenses, including attorneys' fees and administrative expenses, of every kind, known and unknown, present and future, arising out of, connected with, or in any way related to my posting and maintaining a Display on the Parkway.

I have read and fully understand the above important information, assumption of risk and waiver and release of all claims and execute it of my own free will and without any reservation whatsoever.

Signature	Print Name	Date
_____	_____	_____

Witness Signature	Print Witness Name	Date
_____	_____	_____

Manager's
Office
Approval:

Date

Initials

The Village of
Northbrook 1225 Cedar
Lane Northbrook, IL
60062 847/664-4010
Fax: 847/272-1892



Village of
Northbrook

Shermer-Walters Public Forum Display Permit

*****All items must be completed*****

Event / Applicant Information

Event Being Promoted:

Name of Applicant/Contact Person: _____

Email: _____

Address: _____

City/State: _____ Zip: _____

Home or Work Phone: _____

Date of Application Submittal*: _____

* The application must be submitted not less than 10, or more than 30, days prior to the desired date of display.

Display Dates Being Requested**:

** Displays are limited to 30 consecutive days or 30 days in any 365 day period.

Display Information

Dimensions of the display and any supporting structure (height, width & depth)*:

* The display may not exceed six feet in height, six feet in depth and six feet in width.

Manner with which the display will be anchored to the ground**:

** The display must be fastened in a way that is safe for pedestrians and vehicular traffic.

Construction materials to be used for the display: _____

Please describe the display: _____

**This application must be accompanied by a drawing, sketch or
photograph that depicts the proposed display.**

AFFIDAVIT

I (We) swear and affirm that I (we) will not violate any of the Ordinances of this Village or the laws of the State of Illinois or of the United States of America in the conduct of the forum display in this application and that the statements contained in this application are true and correct to the best of my knowledge and belief.

I (We) acknowledge that a separate sign, created by the Village, disclaiming any Village interest in the operation, use or maintenance of the proposed display ("**Disclaimer Sign**") has been permanently erected by the Village in the area of the Display. The Disclaimer Sign clearly states that no public funds or tax monies were used to purchase or erect the Display and that the Village of Northbrook has no interest in the content, operation, use, or maintenance of the Display. The Responsible Party shall not remove, relocate, obstruct, or in any way tamper with the Disclaimer Sign.

NAME: _____
Print

NAME: _____
Signature

DATE: _____