

Item #1:
Ordinance Amending Public ROW Mailbox Standards

VILLAGE OF LONG GROVE
ORDINANCE NO. 2017-O- ____

**AN ORDINANCE AMENDING SECTION 7-1-6 OF THE LONG GROVE
VILLAGE CODE REGARDING MAILBOXES ON THE PUBLIC RIGHT-OF-WAY**

Adopted by the
President and Board of Trustees
of
the Village of Long Grove
this ____ day of January, 2017

Published in pamphlet form by direction
and authority of the Village of Long Grove,
Lake County, Illinois
this ____ day of January, 2017

**VILLAGE OF LONG GROVE
ORDINANCE NO. 2017-O-___**

**AN ORDINANCE AMENDING SECTION 7-1-6 OF THE LONG GROVE
VILLAGE CODE REGARDING MAILBOXES ON THE PUBLIC RIGHT-OF-WAY**

WHEREAS, pursuant to Article 11, Division 80 of the Illinois Municipal Code, 65 ILCS 5/11-80-1 *et seq.*, and other applicable law, the Village has authority to regulate the use of streets and other municipal property; and

WHEREAS, pursuant to Section 7-1-6 of the Long Grove Village Code ("**Village Code**"), the Village has adopted regulations for the installation of mailboxes on public rights-of-way under the Village's jurisdiction; and

WHEREAS, such regulations require that all mailboxes be mounted on a standard wood post or light gauge pipe and prohibit other mailbox support structures; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village and its residents to amend Section 7-1-6 of the Village Code as set forth in this Ordinance to allow property owners to install alternative mailbox support structures, subject to approval by the Village Board and other appropriate conditions, under certain circumstances;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Long Grove, County of Lake, State of Illinois, as follows:

SECTION ONE. **Recitals.** The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

SECTION TWO. **Amendment to Section 7-1-6.** Section 7-1-6, entitled "Mailboxes on Public Right of Way;" of Chapter 1, entitled "Streets, Sidewalks, and Public Ways," of Title 7, entitled "Public Ways and Property," of the Long Grove Village Code shall be, and it is hereby, amended in part to be and read as follows:

7-1-6: MAILBOXES ON PUBLIC RIGHT OF WAY:

(A) Requirements: When required by federal rules and regulations for mail delivery, a single mailbox per residence or commercial property may be installed within the public right of way under the jurisdiction of the village, subject to the conditions contained in this section.

(B) Installation: The mailbox shall be installed off of the pavement surface so that the bottom of the mailbox is forty two inches (42") above the driveable surface, and the front face of the mailbox is no closer than eight inches (8") to the pavement's edge, and no farther than ten inches (10") from the pavement's edge, or installed at a height and distance from the pavement's edge as is consistent with applicable federal regulations as they exist from time to time.

(C) Mounting: The mailbox shall be mounted on a support structure which is a minimum of four inches by four inches (4" x 4") or a maximum of six inches by six inches (6" x 6") wood post, or a minimum one and one-half inch (1½") to a maximum of three inch (3") diameter light gauge hollow pipe, or on such other similar structure as is approved by the village engineer, and found by him to be of comparable safety to the wooden post or light gauge pipe structures. Other support structures such as, but not limited to, masonry columns, railroad rails and ties, tractor wheels, plow blades, milk cans, or barrels filled with concrete are expressly prohibited, **unless authorized by resolution of the Village Board as provided in subsection 7-1-6(F).**

(D) Securing Of Support Structure: The support structure shall be firmly secured in the ground.

(E) Amortization: Any existing mailbox structures, which do not comply with the provisions of this section, shall be removed, or modified to comply, no later than July 15, 1991.

(F) Alternative Support Structures: Mailbox support structures that do not strictly comply with the requirements of subsection 7-1-6(C) may be authorized by resolution of the Village Board, subject to the following:

(1) A property owner who desires to install an alternative mailbox support structure shall submit a written application in a form designated by the Village Manager. The application shall, at a minimum, set forth specifications for construction of the mailbox support structure and identify the location of existing physical features and structures (including, but not limited to, trees, roads, driveways, pathways, fences, traffic signs, and other features) in the vicinity of the proposed support structure.

(2) Upon receipt of a completed application, the Village Manager will forward the application to the Village Board for review. The Board shall consider whether the applicant has demonstrated all of the following:

i. The support structure will not interfere with public facilities or impair the provision of roadway maintenance, emergency services, or other public services.

ii. The support structure will not impair roadway safety for vehicular or pedestrian traffic.

iii. The support structure meets all standards set forth in subsections 7-1-6(B) and 7-1-6(D); complies with all other applicable local, state, and federal regulations; and is safe and structurally sound as determined by the Village Engineer. If the mailbox will be mounted in a masonry column or similar enclosure, then the design shall include sufficient excess space, as determined by the Village Engineer, to adjust the height of the mailbox in the event of changes to the road grade.

iv. The design of the support structure is harmonious with the architecture of the principal structure and other existing features on the property.

3. The Board may, in its sole discretion, approve the application by resolution. The resolution may include appropriate conditions to protect the public health, safety, and welfare, including requiring the adjacent property owner to execute a license agreement providing, at a minimum, that:

i. the licensee will indemnify, defend, and hold harmless the Village and its officials, employees, agents, and contractors against any liability resulting from construction or maintenance of the mailbox support structure;

ii. the licensee will procure and maintain liability insurance in a form and amount acceptable to the Village and will deliver a copy of the policy or other acceptable evidence of coverage to the Village upon execution of the license agreement and at least annually thereafter;

iii. the licensee disclaims any vested right and waives and releases any and all claims, remedies, and rights of recourse against the Village and its officials, employees, agents, and contractors resulting from any damage to the mailbox or support structure, provided, however, that if the Village or any of its agents or contractors provides a generally-applicable program to compensate property owners for mailbox damage, then the licensee may apply for such compensation

not exceeding the reasonable cost of installing a standard mailbox or \$100, whichever is less;

iv. the Village may terminate the license agreement: (a) upon 30 days written notice to the licensee; or (b) immediately in the case of a breach of the license agreement or an imminent public safety concern;

v. the license agreement shall be recorded against the licensee's property, and all covenants set forth therein shall run with the land and bind the licensee and all successors in interest; and

[vi. the licensee will pay a license fee to the Village of \$250 upon execution of the license agreement, plus an annual renewal fee of \$50 for each year that the agreement remains in effect.]

SECTION THREE. **Effective Date.** This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this 10th day of January, 2017.

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this 10th day of January, 2017.

Angela Underwood, Village President

ATTEST:

Amy Gayton, Village Clerk

This document was prepared by
and should be returned to:

Victor P. Filippini, Jr.
Filippini Law Firm
990 Grove Street, Suite 220
Evanston, Illinois 60201

**License Agreement And Declaration
Regarding Use of Public Right-of-
Way**

Recorded Against:

P.I.N.: ____ - ____ - ____ - ____

Legally Described in Exhibit A. ("**Property**")

LICENSE AGREEMENT AND DECLARATION

This LICENSE AGREEMENT AND DECLARATION ("**Declaration**") for the installation of a mailbox and support structure ("**Mailbox**") in the public right-of-way adjacent to the Property ("**Public Space**") is made by and between the Village of Long Grove ("**Village**") and _____ ("**Current Owner**") on this _____ day of _____, 20____ ("**Effective Date**").

The Current Owner and Village agree, and the Current Owner declares on behalf of itself and all parties presently having or hereafter acquiring any right, title, or interest in the Property or any part thereof (collectively, "**Owner**"), as follows:

1. License Granted. Subject to the terms of this Declaration, the Village hereby grants to Owner a license to install and maintain the Mailbox within the Public Space. This license shall be terminable at-will by the Village: (a) upon not less than 30 days written notice to Owner; or (b) immediately upon notice to the Owner that the Owner is in breach of any material term of this Declaration or that the Mailbox is causing an imminent public safety concern. Upon the termination of the license hereby granted, and provided that Owner has fully performed its obligations hereunder, the Village shall execute a release of this Declaration. **[In consideration of the license hereby granted, Owner shall pay a license fee to the Village of \$250.00 upon execution of this Declaration, plus an annual renewal fee of \$50 on the anniversary of the Effective Date for each year that the Declaration remains in effect.]**

2. Compliance With Plans; Maintenance. Owner shall be permitted to install and maintain the Mailbox within the Pubic Space in substantial conformity with the plans and specifications attached to this Declaration as Exhibit B ("**Mailbox Plan**"). Owner shall maintain the Mailbox, as depicted on the Mailbox Plan, in good repair and in a safe, secure, and sanitary condition at all times during the term of this Declaration. All construction, installation, operation, maintenance, repair, replacement, removal, or other work required in connection with the installation and maintenance of the Mailbox in the Public Space (collectively, "**Maintenance**")

shall be performed by Owner or its agents: (i) in a good and workmanlike manner; (ii) at no cost to the Village; (iii) in a manner that shall interfere as little as possible with the use and enjoyment of the Public Space by the Village and the general public; and (iv) without creating any hazardous conditions on the Public Space or surrounding areas. The Village may, from time-to-time, prescribe specific maintenance standards for the Mailbox ("**Standards**"), and Owner shall be responsible to perform the Maintenance in accordance with the Standards upon notification thereof.

3. No Liens. The Owner shall not permit any liens to stand against the Public Space or any other Village property for work or materials furnished in connection with the Mailbox, the Maintenance, or this Declaration.

4. Indemnification. Owner agrees to defend, indemnify and hold harmless the Village and its officials, employees, agents, attorneys, and contractors (collectively, "**Village Parties**") against any and all claims, damages, or liabilities (including attorneys' fees) arising from, or alleged to have arisen from, installation of the Mailbox or the performance or non-performance of any Maintenance.

5. Insurance. Owner shall procure and maintain at all times while this Declaration is in effect liability insurance in a form and amount acceptable to the Village and sufficient to provide coverage for Owner's obligations hereunder. Owner shall deliver a copy of the insurance policy or other evidence of coverage in a form acceptable to the Village upon execution of this Declaration and shall provide to the Village an updated policy or other evidence of continued coverage on the anniversary of this Declaration for each year that it remains in effect.

6. Village's Rights. Nothing in this Declaration shall limit the Village's right to use the Public Space. Owner disclaims any vested right to use the Public Space and waives and releases any and all claims, remedies, and rights of recourse against the Village and its officials, employees, agents, and contractors resulting from any damage to or destruction of the Mailbox. However, if the Village or any of its agents or contractors provides a generally-applicable program to compensate property owners for mailbox damage or destruction, then Owner may apply for such compensation on the same basis as other property owners within the Village, provided that the maximum compensation available to Owner shall not exceed the reasonable cost of installing a new, standard mailbox or \$100, whichever is less.

7. Restoration upon Termination. If the Village terminates this Declaration as herein provided, Owner shall, without cost to the Village, remove the Mailbox and restore the affected area of the Public Space using good quality sod.

8. Remedies. In addition to any and all other remedies it may have, Village may enforce this Declaration through any action in law or equity. In addition, if Owner fails to perform Maintenance in accordance with this agreement and consistent with any applicable Standards, then the Village may undertake such Maintenance, and Owner shall be required to reimburse the Village for its reasonable costs incurred, which reimbursement shall be paid to the Village within 30 days after Owner is notified in writing of the cost. The failure of the Village to enforce this Declaration or any particular provision hereof at any given time shall not be deemed a waiver of the right to do so thereafter. In case of any enforcement action, the Village shall be entitled to recover from Owner all costs of enforcement, including but not limited to administrative expenses, legal costs, and attorneys' fees pursuant to an adjudication by a court

of competent jurisdiction that Owner has breached the Declaration. In case of any enforcement action by Owner, Owner shall not be entitled to recover any monetary judgment, fees, or costs from the Village or any Village Parties.

9. Recordation; Covenants on the Property. The Current Owner shall cause this Declaration to be recorded against the Property within 30 days after the Effective Date. The Property is and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants herein set forth, which covenants shall run with the Property and be binding on Owner. Unless sooner terminated in accordance with the terms hereof, this Declaration shall run with and bind the Property for a term of twenty (20) years from the date recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument amending or terminating this Declaration is recorded.

[Signature page to follow]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have caused this instrument to be executed, acknowledged, and attested.

OWNER:

Print Name

Signature

Print Name

Signature

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public

My commission expires _____.

THE VILLAGE OF LONG GROVE:

By: _____
Village Manager

ATTEST:

Village Clerk

Subscribed and sworn to before me this ____ day of _____, 20__

Notary Public

My commission expires _____.

EXHIBIT A

Legal Description of Property

DRAFT

EXHIBIT B

Mailbox Plan

DRAFT