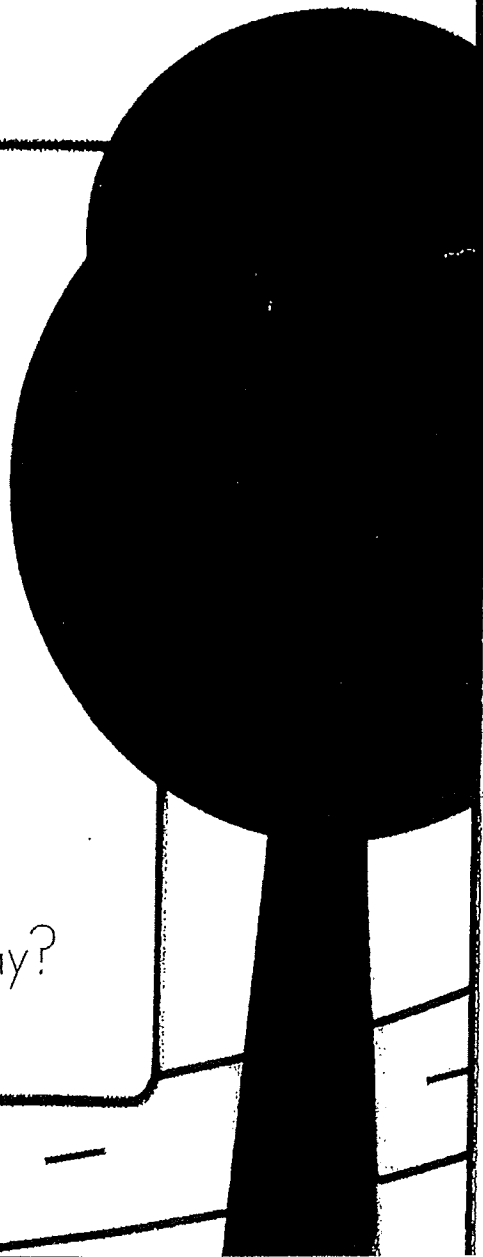


Pick it up,
Effingham!

Adopted by

Interested in adopting a roadway?

Call 217-342-5300 x 5308



GO AHEAD - PICK IT UP, EFFINGHAM!

The City of Effingham is happy to provide a community service litter abatement program entitled "Pick It Up, Effingham!", and we hope your organization will take part in the cause.

The objectives are to provide volunteer community support for litter prevention and roadway beautification programs. This program will reduce litter along City roadways, enhance the appearance of our community, and provide an opportunity for participants to give back to our community.

- By joining us in the program, you will provide the manpower and the City will provide the rest.
- Please take a minute to check out the program and give us a call!
We need your help!
- This great civic program is always in need of community volunteers, so please spread the word!

For more information, please contact Jane Kemper in
Administration at City Hall, 201 East Jefferson at 342-5300 or
email jkemper@effinghamil.com x 5308

Pick It Up, Effingham! Program Application

Adopter (Group):		
Street Address and P.O. Box:	City:	Adopter Rep. Phone Number:
Adopter Representative:		Adopter Rep. E-Mail Address

AGREEMENT

The sponsoring group hereby agrees that, if granted, permission to perform program activities, the following stipulations shall govern:

- This application shall have been approved prior to the adopter beginning the program activity.
- The adopter agrees to indemnify and hold harmless the City of Effingham, its officers and employees from all liability, judgment, costs, expenses, claims, growing out of damages, or alleged damages of any nature whatsoever to any person, property, or third party arising out of the performance or non-performance of said work.
- The adopter agrees to give the Department of Public Works at least forty-eight (48) hours notice of intention to start the program activity. Notification shall be provided to the **Operations Manager Justin Hayes at 217-994-1527**.
- The adopter shall complete the program activity as authorized by the agreement in compliance with the program policy (attached and incorporated herein by reference) with serious regard to the safety of the traveling public, adjacent property owners, and volunteers or employees of the adopter. Warning signs will be loaned to the adopter for the use in traffic control and returned to the Department of Public Works when the program activity is completed.
- The adopter acknowledges that all personnel involved in this project are volunteers directed by the adopter and the adopter accepts full responsibility for any injuries or damages sustained by or caused by such personnel. The adopter acknowledges that it or its volunteers are in no way considered employees of the City of Effingham.

Adopter's additional responsibilities:

- To provide adult supervision at the worksite when the volunteers or employees are under the age of eighteen (18). No one under the age of ten (10) will be permitted to participate in the program.
- To obtain the required supplies and safety equipment from the Department of Public Works at least two (2) days prior to the day of the program activity.
- To return the unused supplies and safety equipment to the Department of Public Works on the next business day following the program activity.
- To place all filled trash bags at the base of the program signage for pick up by the City.

City's responsibilities:

- Erect a program sign at each end of the adopted section displaying the adopter's name or acronym. A maximum of two (2) signs will be erected.
- Provide reflective vests, trash bags, warning signs, gloves, and safety literature to adopters.

The City reserves the right to terminate this agreement and remove the program signage when, in the sole judgment of the City Council, it is found that the adopter has not met the terms of this agreement or the terms of the program policy.

This agreement will remain in effect for a minimum of two (2) years from _____ to _____. The adopter agrees to conduct the program activity a minimum of four (4) times a year. The adopter will be given the option to renew this agreement at the end of the agreement period.

Adopter President (Signature)

Phone Number

Date

Adopter President (Printed)

Address

Adopter Representative (Signature)

Date

The City of Effingham recognizes and approves that the above mentioned adopter shall adopt a section of _____ from _____ to _____ or within an area described as _____.

Mayor Mike Schutzbach

Date

Pick It Up, Effingham! Safety Requirements

All Pick it up, Effingham! Program participants are required to complete a waiver/hold harmless agreement form and be familiar with the program safety requirements. Participants are required to review these requirements before each program activity, and comply with the requirements hereunder:

- Have a list of emergency contacts and phone numbers with you.
- Wear safety vests at all times.
- Wear light colored comfortable clothing.
- Wear gloves.
- Perform the work in a safe, responsible, and professional manner.
- Do not pick up broken glass, needles, syringes, chemical containers, pesticide containers, large objects, or animals. Make a note of the location of any of these items and notify the Department of Public Works.
- Work in the direction of on-coming traffic only.
- Stay off the roadway.
- Never chase a wind-blown object into the roadway.
- Do not cross the roadway unless you are at a pedestrian crosswalk, and it is safe to do so.
- Stay alert. Do not wear headphones, ear buds or earphones; do not talk or text on mobile devices; do not eat food.
- Stay hydrated. Drink plenty of non-alcoholic fluids.
- Use sunscreen to avoid sunburn.
- Stay away from bodies of water or steep hillsides.
- Provide a staging area away from the roadway for rest breaks, when necessary.
- A minimum of one (1) first aid kit and an ample supply of water shall be provided by the group for program participants.
- Do not ride in the back of a pick-up truck or on an open tailgate.
- Do not possess, consume, or be under the influence of alcohol or drugs.

Shuttle Vehicle Drivers:

- Drivers must obey the rules of the road at all times.
- Never drive against the flow of traffic.
- When slowing down to drop off or pick up participants, the shuttle vehicle should use its four-way flashers.
- Participants should be driven to the site and dropped off so they can work on one (1) side of the road while walking facing traffic.
- Whenever possible, pull off the street to pick up or drop off program participants.
- Never stop or park the vehicle over a hill.
- Always have the program participants get in and out of the vehicle on the side that is farthest away from the travel lanes.

CITY OF EFFINGHAM
HOLD HARMLESS AGREEMENT

Printed Name of Participant

Printed Name of Adopter

WAIVER, RELEASE OF ALL CLAIMS
AND HOLD HARMLESS AGREEMENT FOR

CITY OF EFFINGHAM
PICK IT UP, EFFINGHAM! PROGRAM

PLEASE READ CAREFULLY

Please read this form carefully and be aware that, in participating in this volunteer program, you will be waiving and releasing all claims for injuries arising out of this program that you or the above participant might sustain. The terms "I", "Me", and "My" also refer to parents or guardians as well as the participants in the program. In participating in the program, you agree as follows.

As a participant in the volunteer program, I recognize and acknowledge that there are certain risks of physical injury, and I agree to assume the full risk of any injuries, including death, damage, or loss which I may sustain as a result of participating, in any manner, in any and all activities connected with or associated with such program. I further recognize and acknowledge that all activities involving strenuous exertion or potential body contact are hazardous activities and involve substantial risks of injury.

I agree to waive and relinquish any and all claims I may have as a result of participating in the volunteer program against the City of Effingham, any and all other participating or cooperating governmental units, any and all independent contractors, officers, agents, servants and employees of the governmental bodies and independent contractors, and any and all other persons and entities, of whatever nature, that might be directly or indirectly liable for any injuries that I might sustain while participating in the program. (The parties described in the preceding sentence are referred to as "Released Parties" in the remainder of this agreement).

I do hereby fully release and discharge the City of Effingham and the other Released Parties from any and all claims for injuries, including death, damage or loss which I may have, or which may occur to me as a result of my participation in the volunteer program.

I further agree to indemnify, hold harmless and defend the City of Effingham, and any and all other Released Parties, from any and all claims resulting from injuries, including death, damages and losses sustained by anyone, and rising out of, connected with, or in anyway associated with my conduct and the activities of the volunteer program.

I further understand and agree that the terms such as "Participation," "Program," and "Activities", referred to in this agreement, include all exercises and physical movements of any nature while I am participating in the volunteer program, and further include the provision of or failure to provide proper instructions or supervision, the use and adjustment of any and all machinery, equipment, and apparatus, and anything related to my use of

Pick It Up, Effingham! Eligible Areas for Adoption

The following areas have been identified by City staff as eligible areas for adoption. Adopters who are interested in adopting an area not on the list may submit the name of the area/roadway to the City administration for consideration.

- | | |
|--|------------------------------|
| 1. Outer Belt West from Keller to Ave of Mid-America | HEARTLAND FAMILY DENTAL CARE |
| 2. Outer Belt West from Ave of Mid-America to Evergreen | |
| 3. Outer Belt West from Evergreen to Fayette | MILANO & GRUNLOH |
| 4. Outer Belt West from Fayette to Rt. 40 | |
| 5. Ford Ave From Ave of Mid-America to Keller | |
| 6. Avenue of Mid-America from Ford to Keller | SMART SOFTWARE |
| 7. Avenue of Mid-America from Keller to Outer Belt West | YB NEXT |
| 8. Evergreen Ave from Keller to Outer Belt West | |
| 9. Frontage Road (Near Culvers) to end of roadway | RISE EFFINGHAM DISPENSARY |
| 10. Bliss Park Area | THE JOURNEY CHURCH |
| 11. Pedestrian Pathway from Jefferson Ave to Railroad Depot | |
| 12. Charlotte Street from Rickelman to Ford Ave | JOHNSON FH |
| 13. West Wabash Detention Basin Area located on S. Raney at Mansfield | |
| 14. S. Merchant from Clinton to W. Edgar | |
| 15. National from 3 rd to the RR Depot | |
| 16. Merchant Street from the Senior Center to St. Anthony | LOCHMUELLER GROUP, INC. |
| 17. North Raney from Mid-America to Rickelman | VANTAGE OUTSOURCING |
| 18. South Raney from Fayette to Mansfield | FEDEX GROUND |
| 19. South Raney from Mansfield to Stevens | THE JOURNEY CHURCH |
| 20. South Raney from Stevens to Jaycee | JJ VENTURES |
| 21. Jaycee from Banker to S. Raney | CIVIL DESIGN |
| 22. Downtown Area | |
| 23. Fayette Ave Underpass Banker to Walnut | HSHS ST ANTHONY'S |
| 24. N. 3rd Street from Evergreen Avenue to Technology Drive | ORCHARD INN FAMILY |

Locations that are lined through have already been assigned and are unavailable. If you have a preferred area that is not on this list, please let us know and we will consider the location for our program.

Thanks for your interest in our litter abatement program! Your help is needed and very much appreciated!