

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO. 13 - 267

AMENDING ORDINANCE NO. 95-75 – KANE COUNTY ADOPT-A-HIGHWAY

WHEREAS, the County of Kane is empowered pursuant to the Highway Code of the Illinois Compiled Statutes, (605 ILCS 120/1 to establish the terms, requirements and procedures that groups must follow in applying for participation, and participating in, the Kane County Adopt-A-Highway Program; and

WHEREAS, pursuant to Ordinance No. 95-75, the County of Kane approved the Kane County Adopt-A-Highway Ordinance effective March 14, 1995; and

WHEREAS, it is deemed to be in the best interests of the citizens of Kane County and the general motoring public that the Kane County Adopt-A-Highway Ordinance No. 95-75 for those highways under the jurisdiction of the County of Kane be revised and replaced as follows:

ARTICLE I. Title and Purpose

1.1 Title

This Ordinance shall be known as the “Kane County Adopt-A-Highway Ordinance” which establishes the Kane County Adopt-A-Highway Program.

1.2 Purpose

The Kane County Adopt-A-Highway Ordinance establishes a program that allows private citizens to support the Kane County Division of Transportation’s highway anti-litter efforts by allowing groups to adopt a Segment of County Highway under the jurisdiction of Kane County for the purpose of litter and refuse collection.

ARTICLE II. Definitions

2.1 General Word Usage

In the interpretation of this Ordinance, the following provisions shall be observed and applied except when the context clearly requires otherwise:

- A. Words used or defined in one tense or form shall include other tenses and derivative forms.
- B. Words in the singular shall include the plural, and words in the plural shall include the singular.
- C. The masculine gender shall include the feminine, and the feminine shall include the masculine.
- D. The word “shall” is mandatory.

E. The word “must” is mandatory.

F. The word “may” is permissive.

G. The word “should” is advisory.

2.2 Definitions

The following words terms and phrases are hereby defined and shall be interpreted as such throughout this Ordinance.

Agreement: The Adopt-A-Highway Program Agreement set forth in Appendix I hereof.

Adopted Segment: A length of County Highway Right of Way approved by the Kane County Board for adoption. Any Segment(s) of Right of Way may be determined in the sole discretion of the County Engineer, inappropriate for adoption.

Application Form: The form developed by the County Engineer in accordance with Article 4.2 of this Ordinance on which a Group may apply for participation in the Kane County Adopt-A-Highway Program.

Coordinator: The individual appointed by the County Engineer to act as the designee of the County Engineer for purposes of administering the Kane County Adopt-A-Highway Program.

County: The County of Kane of the State of Illinois.

County Board: The County Board of the County of Kane.

County Engineer: The County Engineer of Kane County.

County Highway: Any “Highway” as defined by the Illinois Highway Code that is part of the highway system under the jurisdiction of the County of Kane.

Group: Members, volunteers and/or employees of civic or not-for-profit organizations, and commercial or private enterprises.

Group Coordinator: The individual selected by the Group to serve as its liaison with the Kane County Division of Transportation.

Group President: The individual who is the recognized leader, president, or chairman for the Group.

Highway: Any public way as defined by the Illinois Highway Code (605 ILCS 5/1-101 *et seq.*).

Highway Segment: A section of a County Highway Right of Way of pre-determined length.

Illinois Adopt-A-Highway Act: Public Act 87-1118, 605 ILCS 120/1 *et seq.*, as amended.

Illinois Highway Code: The laws of the State of Illinois relating to roads, streets, bridges and highways, (605 ILCS 5/1-101 *et seq.*).

Kane County Division of Transportation: The internal organizational division of the County of Kane responsible for the day to day administration of the Kane County Highway system.

Litter: Unsightly, offensive or other matter that may include, but is not limited to, disposable packaging containers, cans, bottles, paper, ashes, and cigar and cigarette butts. Litter does not include animal carcasses, hazardous materials, heavy or large items or personal property of the County of Kane or any of its contractors.

Transportation Committee: The Transportation Committee of the County Board.

Renewal: To readopt a Kane County Adopt-A-Highway Program Agreement upon its termination with a new Agreement with the same group for the same Segment of County Highway.

Right of Way: Land under the jurisdiction of the County of Kane occupied or intended to be occupied for public highway purposes. Right of way shall also have the same meaning as set forth in the Illinois Highway Code.

ARTICLE III. Administrative Provisions

3.1 Authority

The Illinois Highway Code provides for the County Board and the County Engineer to have authority over and supervision of County Highways. The Adopt-A-Highway Act, of the Illinois Highway Code (605 ILCS 120/1 *et seq.*), as amended, sets forth the authority for the County Board to establish the terms, requirements and procedures that Groups must follow in applying for participation, and participating in, the Kane County Adopt-A-Highway Program. Nothing contained herein shall be interpreted to be inconsistent with the Illinois Adopt-A-Highway Act.

3.2 Jurisdiction

This Ordinance shall apply to all Right of Way of all County Highways located within the County of Kane, Illinois.

This Ordinance shall not be construed in any manner to limit or restrict the power or authority of the County or the County Engineer as is otherwise provided by law.

3.3 Enactment

This Ordinance shall be in full force and effect from and after its date of passage by the County Board.

3.4 Interpretation and Severability

3.4.1 Interpretation

The Transportation Committee shall render any interpretation of this Ordinance which is necessary to promote efficient administration of the County's powers and duties under this Ordinance. The County Engineer may also render any interpretation of this Ordinance which is necessary to promote efficient administration of the County Engineer's powers and duties under this Ordinance.

Whenever any provision of this Ordinance overlaps, contradicts, or covers the same subject matter as any other provision of any County ordinance, regulation or rule, the more restrictive or higher standard shall control.

3.4.2 Severability

Each article, subdivision section, sub section, paragraph, subparagraph, sentence, clause, phrase, word, provision, term and condition or restriction established by this Ordinance or any amendments thereto are hereby declared to be separable and independent, in accordance with the following:

- 3.4.2a If any court of competent jurisdiction shall adjudge any provision of this Ordinance to be invalid, such judgment shall not affect any remaining provision of this Ordinance not specifically included in the judgment.
- 3.4.2b If any court of competent jurisdiction shall adjudge invalid the application of any provision of this Ordinance to a particular Group, such judgment shall not affect the application of the provisions to Groups not specifically included in the judgment.

3.5 Duties and Responsibilities

The County Board assigns to the Transportation Committee, the County Engineer and the Kane County Division of Transportation the following ministerial duties and responsibilities:

3.5.1 Transportation Committee

The Transportation Committee is assigned the duties and responsibilities as set forth herein.

3.5.2 County Engineer and Kane County Division of Transportation

The County Engineer and the Kane County Division of Transportation are assigned the following duties and responsibilities under this Ordinance.

3.5.3 The County Engineer is hereby designated the Director as defined in Section 10 of the Illinois Adopt-A-Highway Act (605 ILCS 120/1) as amended, who shall be responsible for administration of the Kane County Adopt-A-Highway Program. The County Engineer may appoint a Coordinator and other designees to assist in such administration.

- 3.5.3a The County Engineer is authorized to develop and to distribute printed material about the Kane County Adopt-A-Highway Program.
- 3.5.3b The County Engineer shall develop the Application Form for participation in the Kane County Adopt a Highway Program.
- 3.5.3c The County Engineer is authorized to coordinate the Kane County Adopt-A-Highway Program with other units of government and agencies.
- 3.5.3d The County Engineer is authorized to print and distribute dashboard identification cards for members of Groups for display only while the

members are conducting litter pick up activities as part of the Adopt-A-Highway Program.

- 3.5.3e The County Engineer is authorized to print and distributed appropriate certificates of appreciation for presentation to Groups having successfully participated in Kane County Adopt-A-Highway Program.
- 3.5.3f The County Engineer is authorized to offer for adoption alternative Segments of County Highway to a Group if the Group's first and second Segment choice is not available.

ARTICLE IV. Participation in the Kane County Adopt-A-Highway Program

The following terms shall govern participation by Groups in the Kane County Adopt-A-Highway Program.

4.1 Applications

Any Group may apply for consideration for participation in the Kane County Adopt-A-Highway Program by completing an Application Form for participation and submission to the Kane County Division of Transportation for a County Highway Segment(s) as defined in the Article 4.3.2 that are or may become available for adoption. The submittal of the Application Form shall be accompanied by the Adopt-A-Highway Program Agreement as contained in appendix I hereof. The Adopt-A-Highway Program Agreement shall be fully executed by the Group President prior to submittal.

4.2 Application Form

The Application Form shall be that form developed by the County Engineer for the efficient administration and review of Groups applying for consideration for participation in the Kane County Adopt-A-Highway Program. The form shall contain, as a minimum, the following information to be provided by the Group:

4.2.1 Information to be provided by the Group

- 4.2.1a Name of the Group
- 4.2.1b Address of the Group
- 4.2.1c Name of the Group President
- 4.2.1d Name, Address and Phone Number of the Group Coordinator
- 4.2.1e Identification of the Group as one of the following types:

Civic

Not-For-Profit

Commercial or Private Enterprise

- 4.2.1f Indication if the Group has an ownership or possessory interest in property abutting on their primary or secondary choice of County Highway Segment requested for adoption.

- 4.2.1g Indication if the application is for renewal of a Kane County Adopt-A-Highway Program Agreement.
 - 4.2.1h The Group's primary choice, and secondary choice if any, of County Highway Segment for adoption.
 - 4.2.1i Indication if the Group would consider another highway Segment selected by the County Engineer if their primary and secondary choice of County Highway Segment is not eligible for adoption.
 - 4.2.1j The name or acronym that the Group desires to be placed upon the Adopt-A-Highway sign that would fit in the available sign face as determined by the County Engineer. No logos or graphic depictions are permitted.
 - 4.2.1k The number of eligible participating members in the Group.
- 4.2.2 Information to be supplied by the Kane County Division of Transportation for a submitted application
- 4.2.2a The date the Application Form was received.
 - 4.2.2b An indication that the primary and secondary choices for the County Highway Segments desired for adoption are accurately described.
 - 4.2.2c An indication if the primary or secondary choices of County Highway Segment desired for adoption have been determined by the County Engineer to not be eligible for adoption.
 - 4.2.2d An indication if the application has been judged by the Kane County Division of Transportation to be complete.
 - 4.2.2e An indication that the requested primary or secondary choice of County Highway Segment is unavailable due to being previously adopted by another Group.
 - 4.2.2f An indication that the requested primary or secondary choice of County Highway Segment is temporarily unavailable due to ongoing or pending utility construction, maintenance or highway construction.

4.3 Application Review

The County Engineer or his designee shall have the sole authority to determine if Application Forms received for participation in the Kane County Adopt-A-Highway Program are complete. Only complete applications shall be processed.

4.3.1 General Provisions

In addition to being determined complete, applications shall meet the following criteria in order to be processed by the County:

- 4.3.1a The Segment(s) of County Highway applied for shall be available as determined solely by the County Engineer and shall be the lengths of County Highway Right of Way as defined below:
 - 4.3.1a.1 Segment lengths between intersections of County Highways with other County Highways, State Highways, Township Roads or municipal streets provided that Segment lengths should not be over 2 miles nor less than 0.5 miles in distance.
 - 4.3.1a.2 Segment lengths that are determined to be shorter than between that required by Article 4.3.1a.1 should end at intersections whenever possible.
 - 4.3.1a.3 Segments not already previously adopted.
 - 4.3.1a.4 A Group may if it so desires, apply for adoption of only one side of County Highway, subject to the length restrictions in Article 4.3.1a.1.

4.4 County Engineer's Report

Only Application Forms which are complete shall be reviewed by the County. A staff report shall be prepared by the County Engineer and presented to the Transportation Committee. The report shall include the following:

4.4.1 The name of the Group desiring to adopt an available Segment(s) of a County Highway. The Groups shall be ranked in the following order:

- 4.4.1a Groups applying for renewal of an Adopt-A-Highway Program Agreement for a County Highway Segment they currently have adopted.
- 4.4.1b Groups having an ownership or possessory interest in property abutting the County Highway Segment (selected by lottery, if necessary).
- 4.4.1c Civic Groups (selected by lottery, if necessary).
- 4.4.1d Not-for -Profit Groups (selected by lottery, if necessary).
- 4.4.1e Commercial Groups (selected by lottery, if necessary).

4.4.2 Any relevant review by the State's Attorney's Office requested by the County Engineer.

4.4.3 The name or acronym of the Group, as submitted, to be placed upon the Adopt-A-Highway sign.

4.4.4 The names of those Groups assigned to their second choice of County Highway Segments ranked in accordance with Article 4.4.1.

4.4.5 If a Group is not ranked at the top of the list for their primary or secondary choice, recommendations of alternative County Highway Segments available for adoption.

4.5 Consideration by the Kane County Board

4.5.1 The Transportation Committee shall consider the application prepared in accordance with Article 4.2. The Transportation Committee may also request, for its consideration, a relevant review by the Kane County State's Attorney.

4.5.2 Those applications approved by the Transportation Committee shall be forwarded to the Executive Committee of the County Board for placement on the agenda of the County Board meeting immediately following the meeting of the Transportation Committee.

4.5.3 An application receiving a simple majority vote of the County Board shall be approved.

4.5.4 Notification

4.5.4a The County Engineer shall notify each applicant (Group) of the determination of the County Board.

4.6 Accepted Applications

For those applications approved by the County Board in accordance with Article 4.5 the County Engineer is authorized, and hereby directed, to execute on behalf of the County of Kane, the Kane County Adopt-A-Highway Program Agreement with that Group as set forth in Appendix I. It is the responsibility of a Group to submit a fully executed Agreement to the County Engineer at the time of the submittal of their Application Form to adopt a County Highway Segment.

4.7 Agreement Provisions

The Agreement contained in Appendix I shall be the Adopt-A-Highway Program Agreement used for all applications. The term of the Agreement shall run for two years.

4.8 Signs

The sign adopted by the Illinois Department of Transportation in accordance with the Illinois Adopt-A-Highway Act, as amended, (605 ILCS 120/35), shall be used to mark the beginning point of the approved adopted Segment in each direction of travel (or in one direction of travel in the event the Group has been approved to adopt only one side of a County Highway Segment. No signs shall be used to mark the ending of the approved Segment. The placement of the signs shall be as determined solely by the County Engineer and shall generally be on the departure legs of intersections. The name or acronym, of the Group that is placed on the sign shall be that approved by the County Board in accordance with Article 4.5.

4.9 Safety Training

The County Engineer is authorized to develop a video presentation to be available on the County's website for the safety training of Group Coordinators whose application to adopt a County Highway Segment has been approved. The video shall fulfill the County and County Engineer's safety training responsibilities under the Illinois Adopt-A-Highway Act, as amended, (605 ILCS 120/40). The Group Coordinator shall sign an affidavit, certifying that the safety training video available on the County's webpage was viewed by all participating Group members prior to beginning each litter collection activity.

4.10 Materials Provided

The County is authorized to provide any items listed in the Illinois Adopt-A-Highway Act, as amended, (605 ILCS 120/30), to the Group Coordinators whose application to adopt a County Highway Segment has been approved.

4.11 Litter Removal

The County shall as soon as practical, upon notification from a Group Coordinator as specified in the Adopt-A-Highway Agreement, remove filled garbage bags from an adopted County Highway Segment after litter collection has occurred. The County shall be responsible for removing animal carcasses, and large, heavy or hazardous items. The County may also remove litter from any highway Segment at any time deemed appropriate by the County Engineer.

4.12 Termination

The County Board, upon the recommendation of the County Engineer, may terminate any Adopt-A-Highway Program Agreement then in effect if a Group does not meet the terms and conditions of the Agreement, or if the Group's involvement in the Kane County Adopt-A-Highway Program is inconsistent with any other restrictions or limitations established by this or any other County ordinance. The termination shall be in writing to the Group Coordinator; mailed to the address as shown on the Application Form.

The County Engineer may terminate or suspend, a particular Adopt-A-Highway Program Agreement then in effect when the litter collection provided for therein would conflict with highway construction, highway maintenance or utility construction or maintenance on the adopted Segment. The termination or suspension shall be in writing to the Group Coordinator mailed to the address as shown on the Application Form. In the event of a suspension the County Engineer may specify the length of the duration of the suspension.

APPENDIX I
ADOPT-A-HIGHWAY PROGRAM AGREEMENT

AGREEMENT # _____

COUNTY OF KANE
DIVISION OF TRANSPORTATION
ADOPT-A-HIGHWAY PROGRAM

THIS AGREEMENT entered into the ____ day of _____ A.D., 20 ____, by and between the County of Kane, Illinois, (hereinafter referred to as the "COUNTY), and (Full legal name of organization), a (Not-for-Profit, Civic Group, Commercial or Private Enterprise), having the address of (street, number, municipality, zip code), (hereinafter referred to as the "GROUP").

WITNESSETH

WHEREAS, Public Act 87-1118, more commonly known as the ILLINOIS ADOPT-A-HIGHWAY ACT, (605 ILCS 120/1et seq. , as amended), provides for private interests to support the efforts of units of local government by allowing groups to adopt various highways, or sections thereof, for the purposes of litter collection; and,

WHEREAS, said Act sets forth the procedures and responsibilities of both the private interests and units of local government. Said Act by reference herein is hereby made a part hereof; and,

WHEREAS, the COUNTY, to aid and assist in the removal of litter and to improve County Highway roadside environments, has enacted the KANE COUNTY ADOPT-A-HIGHWAY ORDINANCE, as amended, in accordance with and in compliance with the ILLINOIS ADOPT-A-HIGHWAY ACT, as amended. Said Ordinance by reference herein is hereby made a part hereof; and,

WHEREAS, the GROUP desires to participate in the COUNTY'S ADOPT-A-HIGHWAY PROGRAM by adopting:

1st Choice:

Segment _____ (Number) _____ of _____ (Road Name) _____, of approximately _____ (Number) _____ feet (_____ miles). The Adopted Segment of County Highway is depicted in EXHIBIT A, attached hereto and hereby made a part hereof; or

2nd Choice:

Segment _____ (Number) _____ of _____ (Road Name) _____, of approximately _____ (Number) _____ feet (_____ miles). The Adopted Segment of County Highway is depicted in EXHIBIT A, attached hereto and hereby made a part hereof; and

3rd Choice:

The GROUP agrees that in the event their 1st and 2nd choice listed herein is not available for adoption, to adopt a Segment as determined by the COUNTY. Yes _____ No _____

WHEREAS, the litter collection efforts on the Adopted Segment of County Highway will be of immediate benefit to residents of the COUNTY and assists in creating a litter free roadside environment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and the GROUP hereto mutually agree as follows:

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.
2. The GROUP agrees and hereby acknowledges the hazardous nature of the work involved in adopting a Segment of County Highway and participating in the KANE COUNTY ADOPT-A-HIGHWAY PROGRAM.
3. The GROUP agrees to comply with and adhere to the conditions, terms, requirements, provisions and responsibilities as set forth in the ILLINOIS ADOPT-A-HIGHWAY ACT, as amended, the KANE COUNTY ADOPT-A-HIGHWAY ORDINANCE, as amended, and EXHIBIT B which is attached hereto and hereby made a part hereof.
4. The GROUP agrees that in the event of their failure to comply with all conditions, terms, requirements, provisions and responsibilities as set forth in the agreement, the COUNTY shall have the right to suspend or terminate this agreement. Said termination or suspension shall be in accordance with the procedures set forth in Section 4.12 of the KANE COUNTY ADOPT-A-HIGHWAY ORDINANCE, as amended.
5. The GROUP agrees that the COUNTY's County Engineer may terminate or suspend this agreement in accordance with Section 4.12 of the KANE COUNTY ADOPT-A-HIGHWAY ORDINANCE, as amended. In the event of a suspension of this agreement, the specific reason or reasons shall be clearly set forth in writing and shall be for such a period of time as reasonably determined by the COUNTY's County Engineer.
6. The GROUP agrees that the participating members of the GROUP are and shall be jointly and severally bound by the conditions, terms, requirements, provision and responsibilities of this agreement.
7. The GROUP agrees that its involvement, participation and activities as contemplated in this agreement shall not be subcontracted, assigned or transferred, in any manner or form, to any other group, private citizen, civic organization, not-for-profit organization, commercial enterprise or private enterprise.
8. The GROUP agrees to assume all liability and to hold harmless the COUNTY, its elected officials, its duly appointed officials, agents, employees and representatives, and the COUNTY's Division of Transportation, its duly appointed officials, agents, employees and representatives for, from, and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands arising from and relating to the GROUP's involvement, participation and activities as contemplated in this agreement except for the negligent acts of the COUNTY and its agents or employees.
9. The GROUP agrees to assume all liability and to hold harmless the State of Illinois, its elected officials, its duly appointed officials, agents, employees and representatives, for, from, and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands arising from and relating to the GROUP's involvement, participation and activities as contemplated in this agreement except for the negligent acts of the State of Illinois and its agents or employees.

10. The COUNTY agrees to comply with and adhere to the conditions, terms, requirements, provisions and responsibilities as set forth in EXHIBIT C, which is attached hereto and hereby made a part hereof.

11. The following provisions are mutually agreed by and between the parties hereto:

- a. The GROUP may terminate this agreement by providing a thirty (30) day written notification to the COUNTY's County Engineer.
- b. This agreement shall not be construed, in any manner or form, to limit, diminish or alter the power or authority of the COUNTY and the COUNTY's County Engineer to maintain, operate, improve, construct, reconstruct, repair, widen or expand any County Highway.
- c. Nothing contained in this agreement is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the GROUP (including its officers, employees, members and agents), the agent, representative or employee of the COUNTY for any purpose, or in any manner, whatsoever. The GROUP is to be and shall remain independent of the COUNTY with respect to all provisions of this agreement.
- d. The provisions of this agreement are severable. If any provisions, condition, requirement, paragraph, section, subdivision, clause, phrase or word of this agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this agreement.
- e. The agreement of the parties hereto are contained herein and this agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.

12. This agreement shall remain in full force and effect for the time period beginning at 12:00 midnight _____ (day) _____, _____ (Date) _____, 20____ and ending at 12:00 midnight _____ (day) _____, _____ (Date) _____, 20____.

GROUP COORDINATOR

GROUP PRESIDENT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

COUNTY OF KANE

By: _____

TITLE: _____

EXHIBIT A

ADOPTED SEGMENT OF COUNTY HIGHWAY

EXHIBIT B

CONDITIONS, TERMS, REQUIREMENTS, PROVISIONS AND RESPONSIBILITIES

The Group and all its participating volunteers, employees, agents, representatives and members (hereinafter collectively "members") shall comply with and adhere to the following conditions, terms, requirements, provisions and responsibilities in addition to those set forth in the Agreement attached hereto and by reference herein, hereby made a part thereof.

The Group agrees to:

1. Obey and abide by all laws, regulations and directions relating to safety and any other terms required by the County or the County Engineer or his designee.
2. Provide one (1) adult supervisor over the age of twenty one (21) for every five (5) members under the age of eighteen (18) present on the Adopted Segment of County Highway.
3. Not allow or permit a person under the age of ten (10) to be a participating member of the Group.
4. Require all participating Group members to attend at least one (1) safety meeting conducted by the Group before participating in any litter collection activity along the Adopted Segment of a County Highway.
5. Require the Group Coordinator, to conduct Group safety meetings and to receive safety training as required by the County and the County Engineer.
6. Conduct pre-pickup safety talks and reviews with all members who will be participating in each of the Group's litter collection.
7. Use all safety materials and information provided by the County at each safety meeting conducted by the Group. The Group Coordinator shall sign an affidavit certifying that the safety training video available on the County's web page was viewed by all participating Group members prior to beginning each litter collection activity.
8. Adopt a County Highway Segment for a minimum of two (2) years.
9. Collect litter along the Adopted Segment of County Highway a minimum of two (2) times each year.
10. Perform at least one (1) of the litter collection during the months of April or May (spring time) and one (1) litter collection during the months of September or October (fall).
11. Not conduct litter collection on busy holidays or during heavy holiday travel weekends or any day immediately preceding or following those holidays or weekends such as Memorial Day, Memorial Day weekend (Friday through Monday), the Fourth of July, the Fourth of July weekend (Friday through Monday), Labor Day or Labor Day weekend (Friday through Monday).

12. Not collect litter during the days and times when local events such as festivals, carnivals, annual municipal celebrations, fairs or shows are scheduled.
13. Not collect litter during inclement weather conditions including snow, rain or fog or during rush hour peak traffic times.
14. Perform litter collection only between 1 hour after sunrise and 1 hour before sunset.
15. Perform litter collection only between March 1 and November 30 (except during inclement weather).
16. Contact the Division of Transportation County Adopt-A-Highway Coordinator when a cleanup event has been performed.
17. Be responsible for requiring all members to wear all safety apparel, including but not limited to safety vests as provided by the County during all litter collection activities and at times when the members are on or within the Right of Way of the adopted highway Segment of County Highway when arriving for or departing after a litter collection activity.
18. Be responsible for prohibiting members from possessing, consuming, or being under the influence of alcohol or drugs during litter collection while on the adopted County Highway Segment.
19. Maintain a first aid kit and an adequate supply of drinking water while members are performing litter collection on the adopted highway Segment of County Highway.
20. Educate its members to correctly respond to emergencies, to contact emergency help and to know the nearest location of all emergency facilities.
21. Be aware of any physical maladies or impairments of its members and not to allow the participation of members if their health would be endangered by litter collection activities.
22. Arrange to pick up trash bags and receptacles from the County's Division of Transportation during normal business hours.
23. All safety apparel must be returned to the County's Division of Transportation within fifteen (15) working days of the date of the expiration of this Agreement or cancellation of the Agreement, unless the Group has applied for a renewal of their Agreement for another 2 year term.
24. Place all litter in the trash bags and receptacles provided by the County's Division of Transportation.
25. Place filled or partially filled trash bags and receptacles at such locations as specified by the County Engineer or his designee. Filled or partially filled trash bags and receptacles shall not be placed on the highway pavement or within ten (10) feet of the highway pavement. Trash bags and receptacles shall not be placed in any ditch or within ten (10) feet of any guardrail, culvert, inlet, drainage pipe opening, concrete wall, bridge or traffic signal. Placement of trash bags shall not obstruct or hinder the flow of surface drainage water, obstruct sight lines of intersecting streets, highways or access drives or obscure any roadway signs or traffic signals or flow of traffic.

26. Not remove or cause to be removed, any filled or partially filled trash bags and receptacles from the Right of Way of the adopted County Highway Segment. Recycling is encouraged and as such, recyclable materials may be removed provided that proper collection and recycling methods are used.
27. Upon arrival at the adopted County Highway, immediately unfold and display the "Clean-Up Crew Working" safety signs that are affixed on the Adopt-A-Highway identification sign posts located at the beginning of each of the Adopted County Highway Segment. The "Clean-Up Crew Working" safety signs shall remain unfolded and on display for the entire time the Group's members are on the adopted County Highway. Upon completion of the litter collection and immediately prior to leaving the adopted County Highway Segment, the safety signs shall be refolded and fastened so the "Clean-Up Crew Working" sign faces are no longer displayed. (It should be noted that an identification sign with a folded safety sign affixed is located at the beginning of each adopted County highway Segment facing each direction of travel on the County Highway Segment).
28. Collect litter on one (1) side of the Adopted Segment of County Highway at a time. Collection activities shall be conducted in such a manner that members shall be facing oncoming traffic.
29. Make every effort to minimize the number of vehicles transporting members to the adopted County Highway Segment (e.g. carpool). Member vehicles shall be parked on the same side of the highway upon which the members are collecting litter. Member vehicles shall not be parked on or within any highway pavement, on or within medians, along curves, on bridge decks or near or under overpasses and shall be parked in such a manner as to not interfere with vehicles traveling on the highway pavement proper, cause a safety hazard, block side streets, access drives or intersecting highways or inhibit or diminish sight visibility or distance at corners and of highway signs.
30. Educate its members to avoid and keep a safe distance away from the highway pavement, guardrail, culverts, inlets, drainage pipes, concrete walls, bridges, traffic signals and any other areas of potential hazards within the Right of Way of the adopted County Highway Segment.
31. Instruct its members to never cross over the highway pavement or pick up litter on the highway pavement.
32. Instruct and ensure that its members are properly attired for litter collection. Proper attire shall include the wearing of safety apparel obtained from the County's Division of Transportation and should also include brightly colored clothing, long sleeves, long pants, leather shoes or boots with adequate soles, gloves and proper outerwear for existing or forecasted weather conditions.
33. Instruct its members to avoid contact with poisonous plants, stinging insects and animals.
34. Instruct its members to refrain from horseplay, demonstrations or any other activity not related to litter collection.
35. Avoid and maintain a safe distance from any area of the adopted County Highway Segment under construction or where construction activities are underway.
36. Do not trespass onto private property which adjoins the Right of Way of the adopted County Highway Segment.

37. Avoid potentially hazardous items which include, but are not limited to, old car batteries, animal carcasses, heavy or large items, hazardous materials and any other unidentified questionable items. In the event these items are present on the adopted County Highway Segment, the Group shall notify the County Engineer or his designee as soon as possible.
38. Instruct members to handle broken glass, sharp objects and other like items with extreme care and to avoid kneeling, sitting, falling or stepping on such items. Care should be taken to never compact litter in the trash bags and receptacles.
39. Provide prior notice from the Group's Coordinator to the Kane County Division of Transportation as required by the Director whenever it intends to collect litter on its adopted Segment of County Highway.

EXHIBIT C

COUNTY'S CONDITIONS, TERMS, REQUIREMENTS, PROVISIONS AND RESPONSIBILITIES

The COUNTY Agrees to the following conditions, terms, requirements, provisions, and responsibilities as they relate to the KANE COUNTY ADOPT-A-HIGHWAY PROGRAM. These conditions, terms, requirements, provisions, and responsibilities are in addition to those set forth in the Agreement attached hereto and by reference herein, hereby made a part hereof.

The COUNTY agrees:

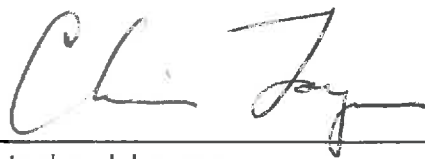
1. That it's Division of Transportation shall erect the appropriate signs at the beginning of each Adopted Section of County Highway for each direction of travel. Said signs shall include the Group's name, a folding safety sign and shall comply with the provisions of the Kane County Adopt-A-Highway Ordinance, as amended, and the requirements set forth in the ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY, the most recent edition;
2. To provide the GROUP with trash bags and receptacles;
3. To provide the GROUP with safety vests;
4. That it's Division of Transportation, upon receipt of notice from the GROUP, shall remove filled trash bags and receptacles from the Adopted Section of County Highway as soon as practical after the litter collection;
5. That it's Division of Transportation shall provide the safety training video as specified in the Kane County Adopt-A-Highway Ordinance, as amended.

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board that this amended Ordinance is hereby approved and adopted as recited above. All previous versions of the Kane County Adopt-A- Highway Ordinance are vacated and replaced by this Ordinance.


Passed by the Kane County Board on September 10, 2013.


John A. Cunningham
Clerk, County Board
Kane County, Illinois




Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
Yes 24
No 0
Voice 0
Abstentions 0
9ADPT-A-HWYREVSNS.4LH

STATE OF ILLINOIS
COUNTY OF KANE
DATE 9-16-2013
I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois

John A. Cunningham, Kane County Clerk