

**RESOLUTION 2018-027 PASSED: FEBRUARY 26, 2018**

**AUTHORIZING THE CREATION OF THE PAINT-A-PLUG PROGRAM.**

**WHEREAS**, the City of DeKalb is a home-rule municipal corporation with all power and authority derived under the law; and,

**WHEREAS**, the City of DeKalb is actively engaged in economic development efforts to improve the aesthetic atmosphere and appearance of public space within the community; and,

**WHEREAS**, the City of DeKalb has previously recognized DeKalb Arts, Culture, and Entertainment (A.C.E.) Corridor, an area where people can view and participate in artistic, cultural, and entertainment activities; and,

**WHEREAS**, the City of DeKalb encourages public participation in creating art installations throughout the community, including providing the opportunity to paint City owner fire hydrants;

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** of the City of DeKalb, Illinois, as follows:


**Section 1.** That the Mayor of the City of DeKalb be authorized and directed to sign the Resolution authorizing the creation of the Paint-a-Plug program, which has been outlined in Exhibit "A" subject to such changes as shall be acceptable to him.

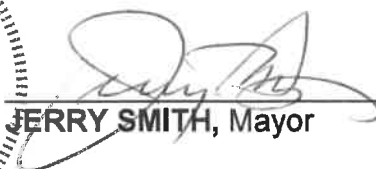
**Section 2.** That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.


**Section 3.** The City Manager or designee is authorize to thereafter take all actions as shall be necessary to effectuate the program.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 26<sup>th</sup> day of February, 2018 and approved by me as Mayor on the same day. Passed by a 7-0-1 roll call vote. Aye: Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None. Absent: Jacobson.

**ATTEST:**

  
SUSANNA HERRMANN, City Clerk

  
JERRY SMITH, Mayor

The seal of the City of DeKalb, Illinois, is circular with a double-line border. The outer ring contains the text "CITY OF DE KALB" at the top and "STATE OF ILLINOIS" at the bottom. The inner circle features a central emblem depicting a plow, a sheaf of wheat, and a bundle of cotton, symbolizing agriculture. The word "DEKALB" is written across the center of the emblem.



## Paint-a-Plug Application

The City of DeKalb Citizen's Community Enhancement Commission (CCEC) is pleased to announce the Paint a Plug program, where community will be permitted to "adopt" a fire hydrant around the City of DeKalb. Your adoption will give you the opportunity to help turn our fire hydrants into works of art. There will be no specific theme for the fire hydrants, but artists are encouraged to incorporate different elements of the community or their neighborhood into their art. There is no cost to apply for this program, but if you are awarded a fire hydrant you will have to provide your own materials for painting. The program is not limited to current DeKalb residents. The City encourages current residents, former Huskies, students and faculty of District 428, employees of DeKalb businesses, or any outside artists to participate.

### How the Paint a Plug program works

**Step 1:** Download an application and design proposal from (*website url TBD*)

**Step 2:** Fill out your application and design proposal and submit it to [PaintaPlug@CityofDeKalb.com](mailto:PaintaPlug@CityofDeKalb.com)

**Step 3:** The CCEC and Fire Department will review and notify applicants of approval or denial.

**Step 4:** If approved, you will be able to paint your designated hydrant between April 1 and November 1.

**Step 5:** When done painting your hydrant, take a picture of your art, email your picture to [PaintaPlug@CityofDeKalb.com](mailto:PaintaPlug@CityofDeKalb.com) and share it on social media using #ProudlyDeKalb.

**Step 6:** Check in on your art throughout the year, if it needs a touch up, please inform the City you will be maintaining your hydrant and do so.

### Rules and Regulations:

1. Applicants must be 18 or older, or have parent or legal guardian apply and supervise painting.
2. No inappropriate words, adult images, advertisements, political messages, religious themes, etc.
3. No objects can be attached or glued to fire hydrants.
4. No camouflage, or design that significantly reduces the hydrants' visibility (i.e. painting a hydrant solid white/black/green).
5. Must use an oil-based primer before painting followed by a high quality oil-based enamel paint specifically for metal. Applicants are responsible for the purchase of all paints.
6. Hydrants that are found to be painted without approval, are not properly maintained, or do not meet the rules and regulations of the program, will be returned to the standard red color by the City.
7. The City reserves the right to terminate the program as a whole or as it applies to any individual fire hydrant at any time, in the City's sole discretion, and to paint any hydrant in such fashion as the City shall determine necessary or appropriate.

## Paint a Plug Application and Design Proposal

Name(s) \_\_\_\_\_

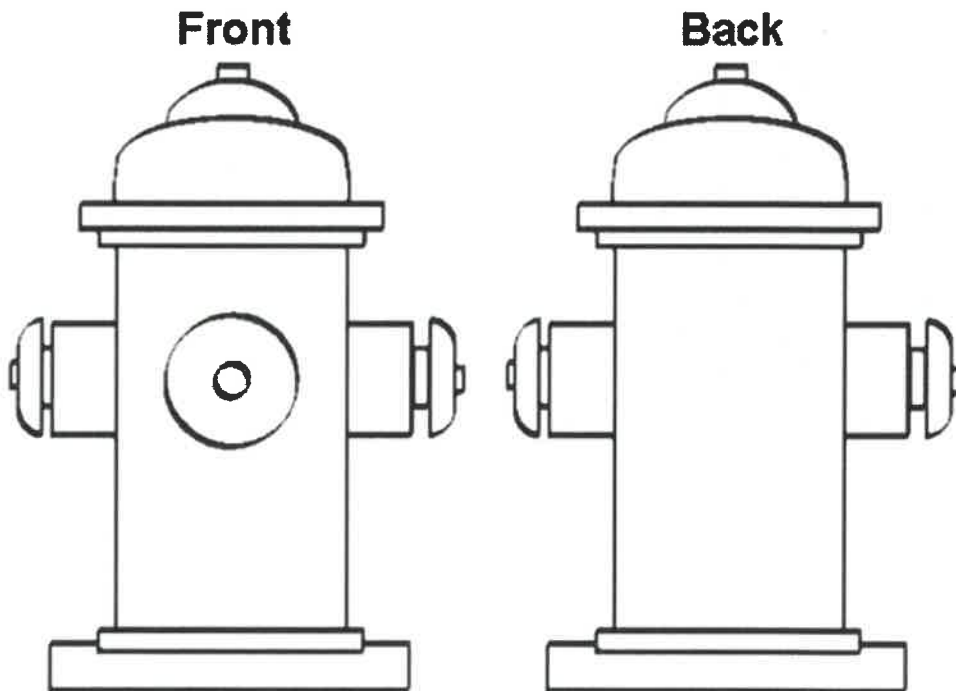
Phone \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address \_\_\_\_\_

Location of Preferred Hydrant \_\_\_\_\_

Assign me a Hydrant

**Use the fire hydrant below to illustrate your proposed artistic design:**



Those wishing to apply should submit this page as well as the waiver (page 3) by March 31, via mail or in-person to the address below, or email a scanned copy in **color**.

**City of DeKalb**  
**ATTN: Paint a Plug**  
**200 South Fourth Street**  
**DeKalb, IL 60115**  
[PaintaPlug@CityofDeKalb.com](mailto:PaintaPlug@CityofDeKalb.com)

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT  
("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in:

The City of DeKalb's Paint-a-Plug program ("Activities")

I, for myself, my personal representatives, assigns, agents, beneficiaries, insurers, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of performing Activities, and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that the Activities may be conducted over public roads, runways, taxiways, ramps, parking areas, trails, sidewalks, within or around buildings and facilities open to the public or closed to the public during the Activities and may be conducted at or within facilities not open to the public. I further acknowledge and agree that hazards of traveling and participating in the Activities are to be expected use of open spaces, paths, roads, fields, trails or other areas, and participation in Activities includes inherent risks of injury from many possible sources including but not limited to injuries from falling, exposure, dehydration, hypo or hyperthermia or other medical conditions, tripping, slipping, crashing, being injured from contact with objects, cars, aircraft, fences, guardrails, holes, cracks, grates or other obstacles, rollover of vehicles, contact with other participants, injury due to exertion or physical activity, injury due to ground or field conditions, negligence of public property owners, lessors or occupiers, injury due to weather conditions, and other risks. I agree and warrant that if, at any time, I believe conditions to be unsafe or I believe myself to be incapable of safely completing the Activities, I will immediately discontinue further participation in the Activities.

I further acknowledge that I have received all training required to participate in Activities and to operate any equipment or vehicles involved therein, that I possess the requisite mental and physical ability to perform Activities and to operate equipment or vehicles involved, and that I will cease participation of Activities if I should encounter any dangerous or unsafe conditions or circumstances that exceed my ability, skill or training.

2. FULLY UNDERSTAND that: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING BUT NOT LIMITED TO PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities. I understand and agree that the Releasees, as identified below, shall not be obligated to supervise, control, manage, support, or otherwise assist myself or any other participants in the Activities, nor shall the Releasees be responsible for the enforcement of any rules, guidelines or other regulations

that may be applicable to the Activities. I acknowledge that prior to my participation in the Activities and as an ongoing component of my participation in the Activities, I shall undertake a thorough investigation of the premises to be utilized to identify the existence of any defects or potentially harmful conditions, and I shall conduct myself in a reasonable and responsible fashion. I undertake any and all responsibility for compliance with any laws, ordinances or regulations applicable to my actions or my participation in the Activities, and acknowledge that I am responsible for obtaining permission to enter upon any private property to conduct the Activities, prior to so entering. I specifically acknowledge that the Releasees have no responsibility or liability to myself, nor any direct or indirect liability or responsibility for supervising, managing, planning or otherwise conducting the Activities.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE "the City of DeKalb", and with respect to each such party, its administrators, directors, agents, attorneys, insurers, employees, servants, officers, members, volunteers, and other participants, any sponsors of the Activities or advertisers or donors associated with the Activities, including but not limited to the County of DeKalb, and, if applicable, any and all other owners, occupiers or lessors of premises on which the Activities takes place, (collectively and individually each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, INJURIES, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR BY ANY OTHER CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS AND/OR ATTEMPTS TO PROVIDE OR ARRANGE FOR THE PROVISION OF EMERGENCY CARE OR FIRST AID; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf or asserting any claim or interest by virtue of their relationship to me, makes a claim against any of the Releasees, I WILL INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. HAVE READ AND SHALL COMPLY WITH THE RULES FOR ACTIVITIES, attached hereto in the Paint-a-Plug Application.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. WITHOUT LIMITING THE GENERAL NATURE OF THIS AGREEMENT, I ACKNOWLEDGE THAT THIS AGREEMENT IS BEING GIVEN SO THAT I MAY PARTICIPATE IN THE ACTIVITES, AND THAT RELEASEES WOULD NOT AGREE TO MY PARTICIPATION IN THE ACTIVITIES WITHOUT THIS RELEASE.

**Print Your Name:** \_\_\_\_\_

**Sign Your Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Emergency Contact Information**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Relationship: \_\_\_\_\_

I further acknowledge that the below listed persons is/are minor children that are in my care, custody and control, and that shall be participating in the Activities. I acknowledge that I am the parent and/or legal guardian of said children. My signature above indicates that I accept the terms of this Agreement on my own behalf; my signature below indicates that I accept the terms of this Agreement on behalf of said children, identified above. I agree and acknowledge that I shall be solely responsible for the care, direction, supervision and well-being of said children, and further agree that I shall maintain observation and control over said children at all times during the Activity. I agree and acknowledge that I have reviewed the Activities and determined that said children possess adequate skill and capacity to participate.

Child's Name (Printed)

Child's Age

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