



CITY OF DUNWOODY

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MEMORANDUM

To: Mayor and City Council

From: Richard Meehan, Director of Public Works

Date: July 13, 2009

Subject: **Adopt-a-Spot Ordinance**

Attached is the revised ordinance to amend Chapter 23 – Streets and Sidewalks to establish an Adopt-a-Spot program for the City. The Ordinance has been revised to include recognition of the DHA, Dunwoody Womans Club and Garden Clubs in operating an Adopt-a-Spot program for the past 25 years.

I have also attached the revised draft policy and agreement. I have met with DHA and two separate occasions and have incorporated most of their suggested changes, including recognizing DHA as a partner in implementing the policy.

AN ORDINANCE AMENDING CHAPTER 23 OF THE CITY OF DUNWOODY CODE OF ORDINANCES BY CREATING ADOPT-A-SPOT PROGRAM

WHEREAS, the City of Dunwoody has heretofore adopted an ordinance for Streets and Sidewalks, as set forth in Chapter 23 of the Code of the City of Dunwoody (the “Code”); and

WHEREAS, the Mayor and City Council have determined that it is in the interest of the city to have a program where citizens, businesses, and civic and community groups can adopt a portion of the right-of-way of city roads to plant and maintain landscaping and to provide for litter pickup, and to be recognized for their efforts; and

WHEREAS, the Dunwoody Homeowners Association, Dunwoody Woman’s Club, and Dunwoody garden clubs have successfully managed for over 25 years an Adopt-a-Spot program in Dunwoody; and

WHEREAS, The Dunwoody Homeowners Association has volunteered to assist the city with the Adopt-a-Spot program; and

WHEREAS, the provisions of the Streets and Sidewalks Ordinance currently do not include any provisions for establishment of an Adopt-a-Spot Program; and

WHEREAS, the Mayor and City Council have determined that it may be appropriate to amend the ordinance to establish an Adopt-a-Spot Program and provide for a policy for its creation and maintenance.

THEREFORE, Mayor and City Council of the City of Dunwoody hereby ordain:

Section 1: The Streets and Sidewalks ordinance, Chapter 23 of the City of Dunwoody Code of Ordinances, is hereby amended by adding a new Article VII to read as follows:

Article VII: Adopt-a-Spot Program

Section 1: Program Established

There is established an Adopt-a-Spot Program whereby eligible Citizens, Businesses, and Civic and Community Groups may apply to the City to adopt a section of the right-of-way of the city roads to plant and maintain landscaping and to provide for litter pickup, and to be recognized for their efforts. The Public Works Department shall create and maintain a policy for the Adopt-a-Spot Program.

Section 2: Fees

The City Council shall approve by Resolution the establishment of any fees ~~pursuant~~ required to implement the policy created by the Public Works Department.

Section 2: This Amendment shall become effective immediately upon its adoption by the City Council, and incorporated into the Code of the City of Dunwoody, Georgia. This Amendment hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this ____ day of _____, 2009.

Approved:

Ken Wright, Mayor

ATTEST:

Approved as to Form and Content:

Sharon Lowery, City Clerk
(Seal)

Brian Anderson, City Attorney



ADOPT-A-SPOT PROGRAM APPLICATION AND GUIDELINES

Program Intent:

To encourage citizens to adopt an area in the City of Dunwoody by installing hardscape features and/or the planting and maintenance of maintaining grass, annuals and/or perennials plantings. Individuals, organizations, associations, groups or businesses, hereafter called groups, will agree to keep the designated area clear of litter and weeds for a minimum of two years. In exchange, a sign bearing their name will be posted in the area. At the completion of the time period, the volunteers will receive a special certificate of appreciation and may renew their agreement.

Name of Group Organization: _____

Type of Group Organization (Civic, Education, etc): _____

Number of Active Members: _____

Authorizing Officer/Title: _____

Spot or Area Preferences: _____

Other Choices: _____

I (we) have read and understand the terms of the **ADOPT-A-SPOT ADOPTION AGREEMENT**. This AGREEMENT has been explained to the membership of the groups organization, and there is a majority agreement with its terms. It is understood that our preference for a spot or area may have been assigned to another organization. It is also understood that our organization may decline to accept the spot or area assigned to it and may request a different spot or area.

Signature of Authorized Officer _____

Date _____

Please return this completed application to:

City of Dunwoody

Department of Public Works

41 Perimeter Center East, Suite 250

Atlanta, Georgia 30346

If there are any questions you may call 678-382-6850 or email Jada.Drysdale@dunwoodyga.gov

ADOPT - A - SPOT PROGRAM GUIDELINES

1. Individuals, Organizations, Associations, Agencies, Businesses and Groups, hereafter known as a Group(s), are encouraged to adopt portions of City of Dunwoody owned right-of-way to beautify and maintain the site by installing soft and/or hard landscaping and/or adopting a section of roadway to periodically pick up and remove litter and debris. Adults shall supervise groups containing members younger than 18.
2. The Dunwoody Homeowners Association (DHA) is designated an active partner with the City. The DHA will promote the program, identify and recruit groups to participate, and help interested groups apply for a permit and submit plans. The DHA will coordinate with and encourage other community organizations to assist.
3. Interested groups will contact the City Public Works Department or the DHA to outline general plans and identify a preferred location. Locations may be corners, islands, triangles, medians or other portions of City right-of-way, and may be combined with contiguous privately owned property landscaping projects. Existing Adopt-a-Spot groups will be grandfathered; however, the group shall be required to sign the Program Agreement.
4. The initial agreement to adopt the site will be for a minimum of two years.
5. Once the site is approved (or a substitute is accepted), the group will develop and submit a landscape plan. This plan, including installation practices, will comply with applicable City ordinances. When the City approves the landscape plan, installation is authorized. If after approval or installation, a group wants to substantially change the landscape plan, a new plan shall be submitted. General landscape guidelines:
 - Use plant materials that tolerate dry, poor soils, are resistant to insects and diseases, and require low maintenance.
 - Hard and soft landscape features will be located so they do not impede utilities.
 - Does not interfere with the line of sight for vehicles.
6. The adopting group will bear all costs associated with installation of landscaping and maintenance of the site, and may install at its own expense a sign(s) identifying the adopting group (see attached design criteria). Exception: If the City wants to include a sign or other features at the site (example: “Welcome to Dunwoody” sign at gateway sites), the City will bear these costs.
7. Once approved, a group may continue to sponsor a site if properly maintained. If site maintenance falls below acceptable standards, the City will issue a warning defining the deficiency and will give the group 30 days to comply. Failure to comply will result in termination of the agreement and removal of the sign.
8. Participants are encouraged to separate and recycle appropriate materials.
9. Adopt-a-spot activities will take place only during daylight hours, except during weekday rush hours or during City approved special events. The Group shall comply with all parking, traffic, and pedestrian ordinances and regulations of the city in the performance of its activities.
10. The City of Dunwoody reserves the right to revise these guidelines as needed.



ADOPT-A-SPOT PROGRAM AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that on the day, month, and year herein below written, personally came and appeared:

THE CITY OF DUNWOODY, hereinafter referred to as the "City",

AND

_____, represented herein by its duly authorized agent, _____, hereinafter referred to as the "Group."

WHEREAS, in recognition of the need and desirability of aesthetically pleasing roads, streets, median, parks, and other publicly owned property in the City of Dunwoody, the City and the Group do hereby enter into this Agreement to permit the Group to contribute to the effort of maintaining a litter-free City, as well as to promote landscape development and landscape maintenance of public properties within the City, and do hereby agree as follows:

1. The City and the Group both agree that the location(s) to be adopted by the Group is (are), to wit:

_____ **LANDSCAPE DEVELOPMENT AND MAINTENANCE.**

By placing its initials on the blank space provided above, the Group elects to be responsible for landscape development and landscape maintenance, in addition to picking up litter in the above designated location. ~~(optional)~~, **OR**

_____ **LITTER AND DEBRIS COLLECTION.**

By placing its initials on the blank space provided above, the Group elects to be responsible for picking up and disposing of litter only at the above designated location.

2. The Group accepts the responsibility ~~for picking up litter, performing landscape development (if initialed above), and performing landscape maintenance (if initialed above)~~ **on for** this adopted area for a period beginning _____, 20____, and ending _____, 20____.
3. The contact person for the Group shall be:

(Name, Address, Telephone Number)

4. By the signature below, the Group, jointly, severally and in-solido, recognizes and acknowledges the hazardous nature of the work and agrees, jointly, severally and in-solido, to the following terms and conditions, to-wit:
 - a. Participants of the Group agree to obey and abide by all laws and regulations of the State of Georgia and the City of Dunwoody relating to safety; and such other terms and conditions as may be required by the City for special conditions on a particular adopted area;
 - b. The Group shall furnish adequate supervision for the existing circumstances while performing any work pursuant to this Agreement. ~~and shall conduct a minimum of two safety meetings per year and, before participation must have attended a safety meeting conducted by the Group;~~
 - c. During any activity pursuant to this agreement, participants of the Group shall not be considered employees or agents of the City, and the Group agrees to assume all the risk and responsibility in any way related to the activity and agrees to hold harmless and indemnify the City, its insurance carriers, officials, agents and employees from all claims, causes of action, demands, suits, liability, and damages arising out of any act or failure to act by the Group or its participants. Furthermore, the Group agrees to assume all the risk and responsibility in any way related to its use of City equipment and agrees to hold harmless and indemnify the City, its insurance carriers, officials, agents, and employees from all claims, causes of action, demands, suits, liability and damages arising out of the use of City equipment.
 - d. **THE GROUP SHALL PICK UP LITTER A MINIMUM OF FOUR TIMES PER YEAR.** The Group should pick up litter at such additional times as the adopted area requires. ~~The Group shall dispose of accumulated litter in accordance with City ordinances. If litter accumulated during a cleanup event requires pick up by the City, the Group shall prepare material as required by waste disposal rules and call the Public Works Department for assistance. During any litter cleanup event, the Group shall place filled trash bags at the adopted area in one safe and protected location and shall notify the City of the location and amount of trash collected in order for pickup and disposal by the City;~~
 - e. The Group shall return to the City any materials, supplies and equipment the City has furnished within one week following each litter cleanup;
 - f. The Group may perform any landscape development and landscape maintenance projects on its adopted area. **ALL OF SAID PROJECTS MUST FIRST BE PRESENTED TO THE CITY FOR REVIEW AND APPROVAL;**

- g. The Group shall appoint and select one person to serve as spokesperson for the Group and contact person with the City;
 - h. The Group shall abide by the General Guidelines attached hereto.
 - i. The Group shall have the option of renewing this agreement subject to the approval of the City and subject to the continuation of the Adopt-A-Spot program.
5. By the signature below, the City agrees to work with the Group in order to accomplish the following:
- a. The City shall **allow the Group to erect an Adopt-A-Spot signs with the Group's name or acronym displayed in a visible locations at the adopted areas; Groups with large areas may be allowed to erect more than one sign based on the approved plan.**
 - b. ~~Upon notification by the Group that it had a clean up event, the City will remove the filled trash bags the first workday after the clean up event;~~
 - c. The City agrees to assist the Group in removing unusually large, heavy, or hazardous items from the adopted area;
6. Additional terms and conditions: _____

7. The City and the Group both recognize and agree that in no event shall the City have the right to control the Group in performing the actual details of picking up litter, landscape development or landscape maintenance and, in performing such activities the Group shall act as an independent contractor.
8. The Group acknowledges that the City is generally prohibited by law from expending any funds, directly or indirectly for the purpose of influencing the outcome of any election or the passage or defeat of any legislation and the Group agrees if any actions by the Group relative to the performance of the agreement are determined to the contrary to any legislative restrictions or any restrictions on the use of appropriated funds for political activities, the City shall have the right to any and all necessary remedial actions, including but not limited to the removal of the erected signs displaying the Group's name or acronym.
9. The City reserves the right to require any reasonable revisions to the landscape project design plan given the adopted section's right-of-way width, geometry, congestion and sight distance.
10. If in the sole judgment of the City, it is found that the adopting Group is not meeting the terms and conditions of this Agreement, upon 30 days notice, the City may terminate the adoption Agreement and remove the signs. This Agreement may be modified in scope or altered in any other manner at the sole discretion of the City. The City reserves the right to modify or cancel the program at any time and for any reason at the sole discretion of the City.

IN WITNESS WHEREOF, the parties have heretofore affixed their signature this _____ day of _____, 20____.

CITY OF DUNWOODY:

GROUP:

BY: _____

BY: _____

Name and Title

ATTEST:

Signed, Sealed, and Delivered this _____ Day of _____, 20__, in the Presence of:

BY: _____

City Clerk

Witness

Notary Public