



# **ADOPT-A-STREET**

# **APPLICATION**

# **PACKET**

**September 1, 2010**

## **ADOPT-A-STREET PROGRAM**

**Please find enclosed in this Application Packet for the City of The Colony's Adopt-A-Street Program the following documents:**

**Application for Participation: This Application will need to be completed and either mailed or delivered to Terry Gilman, Environmental Coordinator at the City of The Colony, 6800 Main Street, The Colony, Texas 75056.**

**Adoption Agreement Terms and Conditions: Please review and sign the Terms and Conditions along with the Application and return to the above address.**

**Arterial City Streets: List of Arterial City Streets eligible for adoption. Applicants should review the list of streets up for adoption and indicate on the Application which area is of interest. Please note some areas up for adoption may already be in the process of being adopted. Call Terry Gilman at 972-624-3130 to verify streets that are still available. Initially, groups will be limited to no more than two street segments to give ample opportunities for group involvement.**

**Note: State highways within The Colony are managed by the Texas Department of Transportation.**

**For questions, please call 972-624-3130.**

## ADOPT – A – STREET PROGRAM

### **ADOPTION AGREEMENT TERMS AND CONDITIONS**

The City of The Colony, hereinafter called the “City” and \_\_\_\_\_ hereinafter called the “Group” recognize the need and desirability of litter-free streets and rights-of-way and are entering into this Agreement to permit the Group to contribute toward the effort of improving the City’s appearance.

By signature below, the Group, both jointly and severally, acknowledges the potentially hazardous nature of the work, and agree, both jointly and severally, to the following terms and conditions:

- ❑ Participants in the Group agree to obey and abide by all laws and regulations relating to safety; and such other terms and conditions as may be required by the Public Works Director for special conditions on a particular adopted street.
- ❑ If participants are 15 years of age or younger, the Group shall furnish adequate supervision by one or more adults.
- ❑ The Group shall conduct at least two safety meetings per year. Participants must attend a safety meeting conducted by the Group before participating in a cleanup.
- ❑ Participants in the Group acknowledge that the City is not liable in anyway for any injuries that might occur during the litter clean up work.
- ❑ The Group shall appoint or select an authorized representative to act on behalf of the Group in its relationship to the City.
- ❑ The Group shall be required to report total person hours worked to the City for each litter cleanup upon its completion.
- ❑ The Group shall adopt a section of roadway that is a minimum of 2000 feet long, unless the Utilities & Public Works Director determines a shorter length is in the best interest of the City.
- ❑ The minimum adoption period shall be two years.
- ❑ The Group shall pick up litter a minimum of six times a year and at such additional times as required by the Utilities & Public Works Director. Two of these times shall be during the City’s Spring and Fall Clean Ups.
- ❑ The Group shall not subcontract or assign its responsibilities to any other group, contractor, organization or enterprise without the express written authorization of the Utilities & Public Works Director.
- ❑ The Group shall give the City 48 hours notice of their litter pick-up day.

- ❑ The Group shall obtain required supplies and materials (i.e. trash bags, traffic vests, gloves and traffic control signs) from the Environmental Services Department at City Hall during regular business hours.
- ❑ Individuals must wear City-furnished safety vests during the litter pickup.
- ❑ The Group shall be responsible for placing litter in trash bags furnished by the City.
- ❑ Unused materials and supplies furnished by the City may be kept by the Group for the next litter pick up but must be returned to the City within one week following the end of the Group participation in the Program.
- ❑ The Group must park in legal areas and not on the shoulder or in the right-of-way of the adopted area.
- ❑ The Group shall neither possess nor consume alcoholic beverages while on the adopted section.
- ❑ The Group shall maintain a first-aid-kit and adequate drinking water while on the adopted section.
- ❑ The Group shall notify the City within 48 hours of each litter pick up as to how many and the location of the bags of trash left for the City to dispose of.
- ❑ The Group shall have the option of renewing the agreement subject to the approval of the Utilities & Public Works Director and continuation by the City of The Colony Adopt – A – Street Program.

The City agrees to the following:

- ❑ Work with the Group to determine the specific section of a City street right – of – way to be adopted.
- ❑ Erect a sign at each end of the adopted section with the Group’s name or acronym displayed along with the City Logo and name.
- ❑ Provide traffic control signs, safety vests, trash bags, gloves and safety literature.
- ❑ Remove the filled trash bags within 24 hours of notification by the Group.
- ❑ Remove litter from the adopted section only under unusual circumstances, i.e. to remove large, heavy or hazardous items or if the Group has not fulfilled its responsibilities.

Additional terms and conditions:

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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. The Group agrees if any actions by the Group relative to the performance of this agreement are determined to be contrary to any legislative restrictions or any restrictions on the use of appropriated funds for political activities, the City, at its sole discretion will take any and all necessary remedial actions, including, but not limited to, the removal of signs displaying the Group's name or acronym.

The Group acknowledges that the City will remove a sign which is damaged due to vandalism and will replace the sign within 30 day of the removal of the vandalized sign.

If in its sole judgment the City determines that the Group is not meeting the terms and conditions of the agreement, the City may terminate the agreement and remove the signs upon 30 days notice.

This agreement may be modified in any manner at the sole discretion of the City. The City reserves the right to terminate or revise the Program at any time and for any reason at the sole discretion of the City.

The City and Group both recognize and agree that in no event, shall the City have the right to control the Group in performing the details of picking up litter from the section of street adopted by the Group, and, in picking up litter, the Group shall act as an independent contractor.

The City recognizes the Group as the adopting organization for

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And the Group accepts the responsibility of picking up litter on this section of street right - of - way and promoting a litter-free environment in the community for a period beginning \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20 \_\_\_\_\_.

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Group Representative      Date

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Director Utilities & Public Works

**ADOPT-A-STREET PROGRAM**  
**ARTERIAL CITY STREETS**  
**UP FOR ADOPTION**

<b>Street</b>	<b>From</b>	<b>To</b>	<b>Organization</b>
<b>North Colony Blvd.*</b>	<b>Paige Rd.</b>	<b>East City Limits</b>	<b>Menders Landscaping</b>
<b>North Colony Blvd.*</b>	<b>Curry Dr.</b>	<b>Paige Rd.</b>	<b>Horizons Church</b>
<b>South Colony Blvd.*</b>	<b>Main Street</b>	<b>Bear Run Dr.</b>	<b>St. Peter's Episcopal Church</b>
<b>Memorial Dr.*</b>	<b>Standridge Dr.</b>	<b>Main St.</b>	<b>Church of Latter Day Saints</b>
<b>Memorial Dr.*</b>	<b>Main Street</b>	<b>Paige Rd,</b>	<b>Memory Lane Inc.</b>
<b>Memorial Dr.*</b>	<b>Paige Rd.*</b>	<b>South Colony Blvd.*</b>	<b>Memory Lane Inc.</b>
<b>Memorial Dr.*</b>	<b>South Colony Blvd.*</b>	<b>Morning Star</b>	<b>Knights of Columbus</b>
<b>Memorial Dr.*</b>	<b>Morning Star</b>	<b>Navaho Ln.</b>	<b>The Colony Women's League</b>
<b>South Colony Blvd.*</b>	<b>Memorial Dr.</b>	<b>S.H. 121</b>	<b>The Colony Women's League</b>
<b>Paige Rd.*</b>	<b>S.H. 121</b>	<b>South Colony Blvd.*</b>	<b>Son's of the American Legion</b>
<b>Standridge Dr.*</b>	<b>S.H. 121</b>	<b>Office Creek Bridge</b>	<b>JT Boat Rental</b>
<b>Plano Parkway*</b>	<b>S.H. 121</b>	<b>Windhaven Parkway</b>	<b>JT Boat Rental</b>
<b>Plano Parkway*</b>	<b>Windhaven Parkway</b>	<b>South City Limits</b>	<b>Psalms LLC</b>
<b>Windhaven Parkway</b>	<b>West City Limits</b>	<b>East City Limits</b>	
<b>Lebanon Rd.</b>	<b>Bonny Bank</b>	<b>Lochside</b>	
<b>Lebanon Rd.</b>	<b>Lochside</b>	<b>Haywick</b>	

\*These streets are currently Adopted.