



## **CITY OF DUNWOODY**

400 Northridge Road  
Suite 1250  
Phone: 678.382.6700 • Fax: 678.382.6701  
[www.dunwoodyga.gov](http://www.dunwoodyga.gov)

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### **MEMORANDUM**

**To:** Mayor and City Council

**From:** Richard Meehan, Director of Public Works

**Date:** May 19, 2009

**Subject:** **Adopt-a-Spot Program**

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Attached are the draft guidelines, application, and agreement for the Adopt-a-Spot Program. In review of what other cities have done, staff is recommending a program that will cover both landscape installment and maintenance along with litter and trash clean up only spots traditionally know as Adopt-a-Road Program. This is preferred so as to only have one program to administer and would allow for groups that cannot afford the cost of custom landscaping the opportunity to still maintain a spot in the city.

The only fees that the City would anticipate charging would be a onetime application fee to cover the cost of landscape review and a onetime agreement fee to cover the cost of the sign. These fees could be waived for Non-profit groups. Any fees schedule would need to be adopted by the City Council in accordance with the proposed ordinance amendment.

There are several spots throughout the City that are already being maintained under the program previously run by the DHA. We would recommend these sites be grandfathered in with regard to any fees and landscape review, but the group(s) will need to enter into the agreement with the city to continue their affiliation with the site.



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### **MEMORANDUM**

**To:** Mayor and City Council

**From:** Richard Meehan, Director of Public Works

**Date:** May 19, 2009

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

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Attached is the ordinance to amend Chapter 23 – Streets and Sidewalks to establish an Adopt-a-Spot program for the City and to allow for the City Council to establish fees for the program. The policy for the Adopt-a-Spot program will be developed and Managed by the Public Works Department.

**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 the city roads to plant and maintain landscaping and to provide for litter pickup, and to be recognized for their efforts; 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 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 Adopt-a-Spot Program.

*Section 2: Fees*

The City Council shall approve by Resolution the establishment of fees pursuant to 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

STATE OF GEORGIA  
CITY OF DUNWOODY

**ORDINANCE 2009-XX-XX**

ATTEST:

Approved as to Form and Content:

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Sharon Lowery, City Clerk  
(Seal)

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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 the planting and maintenance of annual and perennial plantings. Individuals, organizations, or businesses 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 Organization: \_\_\_\_\_

Type of 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 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](mailto:Jada.Drysdale@dunwoodyga.gov)

## **ADOPT - A - SPOT PROGRAM GUIDELINES**

1. Selected areas of City maintained right-of-way that are not the responsibility of the adjacent property owner(s) are eligible for adoption. Sections of right-of-way determined by the Department of Public Works to be unsuitable will be ineligible for the program.
2. Local Community organizations, individuals 18 years or older and businesses will be eligible to adopt-a-spot for the purpose of beautification. Participants must have approved applications on file with the City of Dunwoody.
3. Installation of landscape materials will be according to the plan submitted for approval and will be performed according to accepted planting practices and will comply with federal, state and local regulations if applicable
4. The Organization will properly care for plant materials and maintain the site in a neat and orderly fashion.
5. A sign noting the program and the participants will be installed by the City of Dunwoody in the areas adopted. No business slogans or logos will be allowed.
6. Participants are required to adopt a spot for a minimum of two years.
7. Participants are encouraged to separate and recycle appropriate materials.
8. The City of Dunwoody will monitor the program. The Director of Public Works or his designee will be the contact person for the adopting groups. An adoption can and will be terminated if the work of the participating group or individual unsafely interferes with traffic, is determined to be inadequate for effective beautification and litter control or violates the agreement with the City.
9. Groups with members less than 16 years old must be supervised by adults 18 years or older. There must be one adult per six underage group members. Large groups should be divided into teams of eight or fewer.
10. The Group shall comply with all parking, traffic, and pedestrian ordinances and regulations of the city in the performance its activities pursuant to this agreement.
11. Adopt-a-spot activities will take place only during daylight hours at times mutually agreeable to the Group and the City
12. Applicants to whom permits are issued, shall at all times indemnify and hold harmless the City of Dunwoody, all employees, agents and officers, from responsibility, damage or liability arising from any accidents caused by or involving the participants.
13. General Landscape Guidelines:
  - Use plant material that tolerates dry, poor soils, requires less water than most, and requires a minimum of maintenance. Limited susceptibility to insect and disease infestation and tolerance to salt exposure are desirable traits.

- Use peat moss, manures or other organic matter as soil amendments to improve soil structure and increase water-retentive properties of soils.
- Use bark or other mulches to aid in retaining soil moisture.
- Limit use of fertilizer to avoid over-stimulating plant growth which in turn increases water requirements.

14. Clearance from the Edge of the Travel Lane:

- Curb or Guardrail: 5' clearance necessary
- Without Curb or Guardrail:
  - 55 MPH - 30' from edge of travel lane
  - 45 MPH - 20'
  - 35 MPH - 15'
  - 25 MPH - 15'

15. Island or Media Planting

- Median: No trees or shrubs with caliper 4" or greater
- Island: Ultimate height of shrubs to be no greater than 3'

16. Sidewalk Plantings

- Trees: Lowest branches to be higher than 6'-8" from finish sidewalk grade
- Sidewalk Clearance: Minimum of 3' width needed for passage of wheelchairs

17. Height Limit under Utilities

- Maximum height of tree to be less than lowest utility

18. Sight Distance

- Calculated at intersections according to American Association of State Highway and Transportation Officials (AASHTO) guidelines

19. 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)

2. The Group accepts the responsibility for picking up litter, performing landscape development (if initialed above), and performing landscape maintenance (if initialed above) on 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. 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 erect Adopt-A-Spot signs with the Group's name or acronym displayed in visible locations at the adopted areas;
  - 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, geometric, 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