



## Keep Baytown Beautiful

and

### THE CITY OF BAYTOWN

[www.keepbaytownbeautiful.org](http://www.keepbaytownbeautiful.org)

220 W. Defee, Baytown, TX 77520

Phone: (281) 420-5384 Fax: (281) 420-7184

## Adopt-A-Site Introduction



**TEXAS** is home to the world's first "Adopted Highway". The citizens of Tyler volunteered to adopt that initial stretch along U.S. 69 in 1985. Most states in the U.S., as well as three other countries, have since copied this grassroots program.

We desire to duplicate the success of the original system. The path set forward by Keep Baytown Beautiful/City of Baytown to Adopt-A-Site (whether a corner, street, neighborhood or park) is actually quite simple.

### Key Points

- While Texas highways can only be adopted through TXDOT, other streets and sites within Baytown's city limits ARE available to be adopted through the Baytown Health Department.
- A group adopts a site within the Baytown city limits for two years.
- The group agrees to clean or pick up litter along the site at least quarterly, each year.
- The City will place Adopt-A-Site sign(s) at your adopted site with your group's name on it.





## **ADOPT-A-SITE PROGRAM Adoption Agreement Terms And Conditions**

Keep Baytown Beautiful & the City of Baytown, hereinafter called the “KBB/City”, and the requesting organization or individuals, hereinafter called the “Group”, recognize the need and desirability of litter-free sites and enters into this Agreement to permit the Group to contribute toward the effort of maintaining litter-free streets and other public places within the city.

### **I.**

**The Group, Both Jointly And Severally,  
Acknowledges The Hazardous Nature Of The Work  
And Agree, Both Jointly And Severally,  
To The Following Terms And Conditions:**

#### **General:**

- All Group participants 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 KBB/City for special conditions on particular adopted sites.
- The Group shall pick up litter at least QUARTERLY for a **MINIMUM OF TWO YEARS**.
- The Group shall appoint or select an authorized representative to serve as spokesperson for the Group in all dealings with the KBB/City.
- The Group shall have the option of renewing the agreement, subject to the approval of the KBB/City and the continuation of the Adopt-A-Site Program.

#### **Cleanup:**

- It is desired that one of these pickups should occur during the KBB/City’s annual “TrashOff” event, usually held in April.
- The Group shall report to the KBB/City the following information within one week after each cleanup:
  1. the date of the cleanup;
  2. the number of volunteers involved;
  3. the total number of hours worked; and
  4. the number of garbage bags collected. A reporting form is provided to the Group for this requirement.

- The Group shall not subcontract or assign its responsibilities to any other group, organization or enterprise without the express written authorization of the KBB/City.

**Safety recommendations:**

- It is recommended that all cleanup activities begin with a review of the general safety precautions applicable to this type of work. Suggestions: traffic safety, buddy system, etc.
- When participants are 15 years of age or younger, the Group shall furnish adequate supervision by one or more adults.
- The Group shall maintain a first aid kit and adequate drinking water on the adopted site.
- The Group shall neither possess nor consume alcoholic beverages on the adopted site.

**II.**

**The KBB/City Agrees  
To The Following Terms and Conditions:**

- The KBB/City shall work with the Group to determine the specific site to be adopted.
- The City of Baytown shall provide and erect sign(s) with the Group's name or acronym displayed, as approved by the City of Baytown.
- The KBB/City shall provide a starter packet of up to ten sets of safety vests, gloves, trash bags and performance report forms to newly approved Groups. Packets may be picked up at the Health Dept., 220 W. Defee Av. location.
- Groups are responsible for proper and legal disposal of all materials collected.

**III.**

**Additional Terms And Conditions:**

The Group will be required to report the cleanup by completing a simple "Performance Report" form for each cleanup. Four of these forms will be supplied to the Group in starter packets. The performance report is to be returned to the address/fax number (shown on the form) in order to maintain proper records. Additional forms may be printed by The Group for the second year and as needed.

The Group acknowledges that the City of Baytown 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 restriction on the use of appropriated funds for political activities, the City of Baytown, 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.

**IV.**

**Signage**

The Group acknowledges that the City of Baytown is only responsible for providing up to two signs and may remove any sign which is damaged due to vandalism. The City of Baytown will not replace the sign within the terms of the agreement unless the Group remits to the City of Baytown an amount equal to the cost of the replacement of the sign. Signs will be erected after the 2<sup>nd</sup> quarter cleanup has been completed or as determined by KBB/City. Group Name/verbiage for the sign will be determined as per the conditions agreement.

Two signs will be erected for:

- Roadways that are a MINIMUM of one mile in length, including both sides and medians;
- City or neighborhood parks that have two entrances and are a MINIMUM of three acres.

One sign will be erected for:

- City or neighborhood parks that have one entrance.
- Sites that are less than one mile.

Signage will not be awarded for maintenance of private properties.

If in its sole judgment the KBB/City determines that the Group is not meeting the terms and conditions of the agreement, the KBB/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 KBB/City. The KBB/City shall provide written notification to the Group of any modifications to this agreement. In the event the KBB/City modifies the agreement, the Group reserves the right to either accept such modifications or terminate the agreement. The City of Baytown reserves the right to terminate or revise the Program at any time and for any reason at the sole discretion of the City of Baytown.

The KBB/City And The Group Both Recognize And Agree That In No Event, Shall The KBB/City Have The Right To Control The Group In Performing The Details Of Picking Up Litter From The Site Adopted By The Group, And In Picking Up Litter, The Group Shall Act As An Independent Contractor.

**By Adopting a Site, your group adds a notable contribution to the record of your service within our community. Thank you for your commitment to help beautify Baytown!**

**KEEP BAYTOWN BEAUTIFUL**

and

**The City of Baytown**

[www.KeepBaytownBeautiful.org](http://www.KeepBaytownBeautiful.org)

P.O. Box 424, 220 W. Defee Av., Baytown, TX 77522-0424

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**ADOPT-A-SITE PROGRAM**  
**APPLICATION FOR PARTICIPATION**

Keep Baytown Beautiful and the City of Baytown will work with the adopting group to determine the most suitable site to be adopted. The KBB/City will consider all relevant factors in determining what sites shall be eligible for adoption. Thank you for your commitment to your community!

\_\_\_\_\_  
(Name of organization)

\_\_\_\_\_  
(Date of application)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City, Zip Code)

\_\_\_\_\_  
(Day phone number)

\_\_\_\_\_  
(Name of authorized representative)

\_\_\_\_\_  
(Evening phone number)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(Fax number)

\_\_\_\_\_  
(City, Zip Code)

\_\_\_\_\_  
(E-mail address)

**Description and/or address of site you wish to adopt:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Submit this form by mail or fax to**

**Keep Baytown Beautiful**

**through the address**

**as referenced above.**