

Public Works 600 Scott Boulevard South Hutchinson, Kansas 67505 620-694-2976

Don Brittain, Director

ADOPT A HIGHWAY RENO COUNTY, KANSAS

APPLICATION

Reno County, Kansas Adopt A Highway Program is part of an effort to make our roadways litter free. The program is voluntary, designed for nonprofit organizations. Reno County provides programs which are accessible to the public without regard to race, color, national origin, sex, age, religious or political affiliations, disability, or status as a disabled or Vietnam-era veteran. Each volunteer (adopting) group assumes responsibility for an assigned section of roadway and agrees to remove litter and trash a minimum of three times a year for at least a two-year period. Reno County, Kansas will work with the adopting group to select the specific section of roadway to be adopted. Some roadways may not be considered for a number of reasons, usually safety related.

| Please print all information below. | Dat | Date: | |
|--|---|--------------------|--|
| Group | | | |
| Mailing Address | City | Zip | |
| Adopt A Highway Point of Contact | | | |
| Telephone Number for Day and Nigh | t | | |
| Approximate number of people partic | ipating in each cleanup: | | |
| Highway section(s) you are interested | l in adopting (in order of preference): | | |
| Road Name | Location (to/from) | Approximate Length | |
| 1 | | | |
| 2 | | | |
| | | | |
| | Mail this form to: Reno County Public Works "Adopt A Highway Program" 600 Scott Blvd South Hutchinson, KS 67505 | | |
| Check if this is a renewal application | | | |
| Recommended by: | Title: | Date: | |

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, ___, by and between Reno County, Kansas, hereinafter called "County", and ______, ___, hereinafter called "Group".

WHEREAS, County has established an "Adopt A Highway Program" for Reno County pursuant to Resolution No. 95-15; and

WHEREAS, Group recognizes the need and desirability of litter-free roadways and wishes to contribute to this effort.

NOW, THEREFORE, in the consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION I. Group agrees to comply with the conditions set forth below, and any and all other conditions or directions issued by County's Public Works Office with regard to the Adopt A Highway Program.

- A. Group shall conduct a safety meeting prior to each roadside pickup outing. All participants must attend and agree in writing to assume the risks involved in the performance thereof. (Release forms provided by County's Public Works Office).
- B. Group agrees to notify County's Public Works Office at least two (2) days in advance of its planned pickup time.
- C. Group agrees that the minimum length of roadway to be adopted in rural or undeveloped areas is: Two (2) miles, and that this minimum length may be reduced to one (1) mile should litter pickup be permitted in urban areas.
- D. Group agrees to adopt its section of roadway for a minimum of two (2) years, with a renewal option when agreeable to both parties. Group agrees to notify Public Works 30-days prior to the expiration of the contract for renewal.
- E. Participants must be at least 11 years of age. Persons between the ages of 11 and 18 must be accompanied by at least one person over the age of 21 per five (5) persons under the age of 18.
- F. Children under the age of 11 years shall not be allowed in the litter pickup area. Children shall not be left unattended in participants' parked vehicles.
- G. Group shall pick up litter a minimum of three (3) times a year (recommended schedule: early Spring, Summer, early Fall). No litter pickup will be scheduled on State recognized holidays or holiday weekends.
- H. Persons engaged in litter pickup on the right of way must wear an appropriate safety vest at all times during pickup. (County will furnish safety vests).

- I. Litter pickup efforts must be done in groups of three (3) or more. Individuals may not pick up trash alone.
- J. All litter pickup activities must be accomplished during daylight hours one hour after sunrise to one hour before sunset.
- K. All litter pickup will be accomplished on one side of the roadway at a time, if both sides are assigned, and will be restricted to areas of the right of way outside the pavement and shoulder areas. At the discretion of County's Public Works Office, litter pickup may be permitted in the median areas of divided roadways.
- L. Group shall obtain County furnished materials (trash bags, safety vests and all forms) during regular working hours of said Public Works Office.
- M. All safety vests and unused trash bags shall be returned during regular working hours to County's Public Works Office within one (1) week following litter pickup.
- N. Group will place filled trash bags at locations designated by County's Public Works Office along the outside shoulder edge. Trash bags will be removed and disposed of by County the next working day.
- O. Group has no authority to stop or direct traffic
- P. Use of controlled substances (including alcoholic beverages) shall be prohibited.
- Q. Group shall not trespass or interfere with the rights of private landowners.
- R. Group shall observe County's recommended areas where vehicles should not be parked and shall obey all state and local traffic laws (i.e., parking regulations, etc.) while engaged in the Adopt A Highway Program.
- S. Group shall notify County's Public Works Office of publicity efforts before each pickup.
- T. Participant's pets shall not be allowed in the pickup area.
- U. Violation of any of the foregoing conditions may cause this agreement to be terminated.

SECTION II. County's Public Works Office agrees to:

- A. Erect an identification sign at each end of the adopted section with Group's name or acronym displayed, subject to available funding.
- B. Provide initial information and safety instruction information.
- C. Provide safety vests, trash bags and safety literature.
- D. Remove filled trash bags the first workday after the pickup.
- E. Provide press information upon request from the media.

F. Pick up large, heavy or hazardous materials when found, but will not routinely pick up litter from the adopted roadway section.

SECTION III. Group shall carry liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000) per incident and list the Board of County Commissioners of Reno County, Kansas, as additional insured. A certificate evidencing such insurance shall be furnished to and approved by the County Counselor, or his designee, prior to the effective date of this agreement.

SECTION IV. Roadway Assigned:

SECTION V. Group acknowledges the potential hazards posed by traffic, nature, and hazardous materials which may be found on road right of ways and by signature hereto assumes those risks.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by signature of their duly authorized officers the day and year first above written.

Name of Group (Please Print)

Authorized Signature for Group

RENO COUNTY PUBLIC WORKS

Signature of County's Authorized Adopt A Highway Coordinator

ATTEST:

BOARD OF COUNTY COMMISIONERS OF RENO COUNTY, KANSAS

COUNTY CLERK

CHAIRMAN

SEAL