



Adopt- A – Block and Volunteer Graffiti Program Application/Agreement Instructions

If you are interested in participating in the City’s Adopt-A-Block or Volunteer Graffiti Program, please complete and submit form. The complete process will require City approval and training for your participation.

For Adopt-A-Block, your group or business can suggest a potential area that the group would like to adopt and maintain. Violation sites can be on private and/or public property.

Upon City’s approval of your group into the program, key representatives of the group or business will be required to undergo project training.

Required training will focus on:

- Review of City’s graffiti ordinance
- Location assignment
- Maintaining participants list
- Photo of Graffiti prior to abatement
- Documenting accurate work logs
- Use & distribution of property consent forms
- Proper use of paint and other materials
- Safety instructions
- Proper disposal of products according to environmental regulations
- Complete waiver liability forms

Adopt-A-Block and Volunteer Graffiti program Application/Agreement Form

Name of Volunteer and/or Group or Business _____

Description of Organization & Other Details

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1st Contact Person: _____

Telephone: _____

2nd Contact Person: _____

Telephone: _____

Mailing Address: _____

City: _____

Zip Code: _____

Interested in (check one) Volunteer Adopt a Block

If Adopt a Block

Suggested Adopted Area: Location & Details: _____

Actual Adopted Area: Location & Details: _____

Date Adopted:

Date End:

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Date: _____

Signature: _____

STATE OF TEXAS

WAIVER, RELEASE AND COVENANT NOT TO SUE

COUNTY OF DALLAS

I, _____ the undersigned ("Releaser"), have voluntarily chosen to participate, in the City of Dallas Graffiti Removal Program ("Program") in the City and County of Dallas, Texas.

For and in consideration of the permission given by the City of Dallas ("City") to perform graffiti removal work on the Program (for which work I agree no compensation shall ever be sought by me, or my heirs, successors, and assigns against the City) and the aesthetic, health, property value, and other benefits derived from the Program, I and my heirs, successors, and assigns hereby forever release and discharge the City, its officers, agents, and employees, my co-volunteers, and any and all agencies sponsoring my work (collectively "Releases"), in both their public and private capacities, from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation on account of, or in any way growing out of, any and all known and unknown, anticipated or unanticipated, personal injury and property damage (including any personal injury actions brought under Section 71.021 of the Texas Civil Practice and Remedies Code, as amended) resulting or to result from participation in the Program. I and my heirs, successors, and assigns further agree and covenant, for the consideration described above, never to file any claim, lawsuit or other proceeding, whether judicial or administrative, against the Releases for any personal injury, property damage, wrongful death or other injury suffered by me (including any personal injury actions brought under Section 71.021 of the Texas Civil Practice and Remedies Code, as amended) that may arise or result from my participation in the Program.

I realize that working on the Program or any aspect of the Program may involve the use of tools as well as other risks and hazards. I will be working around other participants who may not be accustomed to this type of labor. I hereby assume sole responsibility for all such risks and hazards and waive all claims against the Releases as provided above.

I recognize and acknowledge that the City makes no representations or warranties, express or implied, as to the nature and hazards or absence thereof on the Program or at the Program site(s). I further recognize and agree that while participating in work on the Program that I will NOT be an agent, servant, or employee of the City and will NOT be covered by the City for any worker's compensation, death, disability, or other benefits typically available to City employees.

I agree to abide by the rules and regulations of the City and the Program while participating in the Program. I acknowledge that any information I provide to participate in the Program will be provided to the City, and I waive any right to privacy in the information which I have voluntarily provided.

I am 18 years of age or older; if I am younger than 18 years of age, my parent or guardian is executing this Waiver, Release, and Covenant Not to Sue and my parent or guardian, by his or her execution of this document, consents to all of the terms of this Waiver, Release, and Covenant Not to Sue.

I (and my parent or guardian if I am younger than 18 years of age) have carefully read the foregoing document and know and understand the contents thereof. I (and my parent or guardian if I am younger than 18 years of age) sign this release voluntarily as my own free act, with full knowledge of its significance, intending to be legally bound thereby.

EXECUTED on _____

Releaser

Releaser's Parent or Guardian if Releaser is under the age of 18



Graffiti Abatement and Prevention Program Training Acknowledgement

I _____ have attended training and read the rules
Printed Name

for participation in the Volunteer and/or Adopt-A-Block Graffiti program and understand the intent and contents of the rules and training provided. I understand that I am responsible for abiding by the rules, requirements and ordinance as it relates to abatement of Graffiti.

Signature _____

Date _____





**Release of City of Dallas Materials Form
Adopt-A-Block and Volunteer Graffiti Abatement Program**

Name _____

Organization _____

Address _____

Phone Number(s) _____

Paint Color _____

Quantity _____

Supplies _____

Quantity _____

Location of Graffiti to be removed

Signature _____





CITY OF DALLAS CODE COMPLIANCE SERVICES-GRAFFITI ABATEMENT PROGRAM

THIS IS A FREE SERVICE OFFERED BY THE CITY OF DALLAS

Graffiti Location: _____

Property Owner Name: _____

Property Address: _____

The City of Dallas offers to remove the graffiti at the above location at no charge to the property owner. In most cases, the graffiti will be removed by painting over it. The paint will be supplied free of charge, and this paint may not match the color of the surface on which the graffiti is located. In most cases a power washer may be used to remove graffiti from brick and other hard to clean surfaces. The property owner assumes all responsibility for any damage caused to grout and other surfaces as a result of the use of the power washer. If the owner does not accept or refuse the City's offer in writing by the date shown below, the law provides that the owner's failure to respond is deemed to be consent to the City's removal, and the City may remove the graffiti from the property free of charge.

If the property owner refuses the City's offer to remove the graffiti from the property at no charge, the owner must check the line below, fill out and sign the form, and return it to the City's Department of Code Compliance on or before _____. If the owner refuses the City's offer to remove the graffiti from the property, the law requires the owner to remove the graffiti within 15 days after the date the City serves notice on the owner to remove the graffiti. If the owner fails to remove the graffiti by that time, the owner may be issued a citation to municipal court for a violation of Section 31-38 of the Dallas City Code, and, in addition, the City may remove the graffiti, charge the expenses of removal to the owner, and place a lien on the property for its expenses.

_____ I refuse the City's offer as described herein to remove the graffiti on my property.

If the property owner accepts the City's offer to remove the graffiti from the property at no charge, the owner must check the line below, fill out and sign the form, and return it to the City's Department of Code Compliance on or before _____. By accepting the City's offer and in consideration for the City's removal of the graffiti, the owner releases the City of Dallas and its officers, employees, agents, contractors, citizen volunteers, and judicial probationary workers (collectively "representatives") from all liability for any damage or injuries that the owner or the property may suffer as a result of entry onto the property and/or the removal of the graffiti.

_____ I accept the City's offer as described herein to remove the graffiti on my property and authorize the City's representatives to enter the property and remove the graffiti. This authorization shall remain valid unless and until I revoke it in writing.

Signature of Property Owner: _____

Printed Name of Property Owner: _____

Mailing Address: _____

Telephone No. _____

Date: _____

ORDINANCE NO. 28048

An ordinance amending Section 31-38 of CHAPTER 31, "OFFENSES - MISCELLANEOUS," of the Dallas City Code, as amended; revising notice requirements, compliance timelines, cost assessments, and defenses related to city regulations for graffiti removal in order to be consistent with state law; making certain semantic, grammatical, and structural changes; providing a penalty not to exceed \$500; providing a saving clause; providing a severability clause; and providing an effective date.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That Section 31-38, "Duty of Property Owner to Remove Graffiti," of CHAPTER 31, "OFFENSES - MISCELLANEOUS," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 31-38. DUTY OF PROPERTY OWNER TO REMOVE GRAFFITI.

(a) In this section:

(1) DIRECTOR means the director of the department designated by the city manager to enforce and administer this section or the director's authorized representative.

(2) GRAFFITI means any marking, including, but not limited to, any inscription, slogan, drawing, painting, symbol, logo, name, character, or figure, that is made in any manner on tangible property.

(3) OWNER means any person with the legal right of possession to tangible property.

(b) An owner of any tangible property in the city commits an ~~an~~ offense if he fails to remove all graffiti from the property that is visible from any public property or right-of-way or from any private property other than the property on which the graffiti exists, unless the graffiti was created on the property with the owner's consent and does not violate the sign regulations of the Dallas Development Code or any other applicable city ordinance or state or federal law.

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(c) Before issuing a citation for a violation under Subsection (b) of this section, the director shall serve the property owner with written notice to remove the graffiti from the property within 15 ~~[24]~~ calendar days after ~~[from]~~ the date the notice is served. The notice may be served by handing it to the owner in person or by United States certified mail, five-day return receipt requested, addressed to the owner at the owner's post office address as shown ~~in~~ ~~[on]~~ the records ~~[tax rolls of the city or]~~ of the appraisal district ~~[county]~~ in which the property is ~~[premises are]~~ located. If the owner cannot be found and the notice is returned by the United States Postal Service, then the owner may be notified by:

(1) publication at least once ~~[two times within 10 consecutive days]~~ in a ~~[the official]~~ newspaper of general circulation in ~~[adopted by]~~ the city ~~[council]~~;

(2) posting the notice on or near the front door of each building on the property ~~[premises]~~ to which the violation relates; or

(3) posting the notice on a placard attached to a stake driven into the ground on the property ~~[premises]~~ to which the violation relates ~~[if the premises contains no buildings]~~.

(d) The 15 ~~[24]~~ calendar days will be counted:

(1) from the date the notice is personally served on the owner or from the sixth day after the notice is placed in the United States certified mail; or

(2) if the owner cannot be found or the notice is returned by the United States Postal Service, from the date the notice is:

(A) published ~~[for the second time]~~ in accordance with Subsection (c)(1) of this section; or

(B) posted in accordance with Subsection (c)(2) or ~~(c)(3)~~ of this section.

(e) Before the director may issue a notice to remove graffiti under Subsection (c), all of the following must occur:

(1) The city must offer to remove the graffiti from the owner's property at no charge to the property owner. The offer must be in writing and must include a date by which the property owner must accept or refuse the offer.

(2) The property owner must refuse the city's offer to remove the graffiti free of charge. The refusal must be provided to the director in writing. Failure to accept or refuse the city's offer by the date set forth in the offer is deemed to be consent for the city to remove the graffiti from the property free of charge.

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(f) If the director serves notice to a property owner under Subsection (e) and the property owner fails to remove the graffiti within the time required by Subsection (e), then the city may remove the graffiti and charge the expenses of removal to the property owner in accordance with a fee schedule adopted by city council ordinance or resolution. The city's expenses to remove the graffiti will be collected from the owner, or levied, assessed, and collected against the property on which the work is performed. To obtain a lien against the property, the director, on behalf of the city council, shall file a statement of expenses with the county clerk of the county in which the property is located setting out the actual expenses incurred by the city, the name of the property owner, if known, and a legal description of the property. The city's lien attaches when the statement of expenses is filed in the real property records of the county in which the property is located. The city's lien is subordinate to any previously recorded lien and to the rights of a purchaser or lender for value who acquires an interest in the property before the statement of expenses is filed.

(g) It is a defense to prosecution under Subsection (b) of this section that:

(1) the city did not offer to remove the graffiti at no charge to the property owner in compliance with Subsection (e)(1);

(2) the property owner did not refuse the city's offer to remove the graffiti free of charge in compliance with Subsection (e)(2);

(3) no notice was served on the property owner in compliance with Subsection (e);

(4) the graffiti is located on transportation infrastructure;

(5) the removal of the graffiti would create a hazard for the person performing the removal;

(6)(2) the property owner has removed graffiti from that particular property three or more times within the preceding 12 months; or

(7) the graffiti was created on the property with the owner's consent and does not violate the sign regulations of the Dallas Development Code or any other applicable city ordinance or state or federal law.

(8) before being issued a citation under this section, the property owner gave the director written authorization to allow persons to enter onto the property and remove the graffiti pursuant to a volunteer or community service program approved by the director in which the property owner is eligible to participate.

(h)(4) An offense under this section is punishable by a fine of not less than \$200 or [not] more than \$500."

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SECTION 2. That CHAPTER 31 of the Dallas City Code, as amended, will remain in full force and effect, save and except as amended by this ordinance.

SECTION 3. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of CHAPTER 1 of the Dallas City Code, as amended.

SECTION 4. That this ordinance will take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

THOMAS P. PERKINS, JR., City Attorney

By 
Assistant City Attorney

Passed NOV 10 2010

LF/DCC/0002