



Mayor | Jason Perez
Mayor Pro-Tem | John Wright
Council Members | Cecil Booth, Mark Gongora, Mikey Svoboda, Travis Townsend
City Manager | Chris Whittaker
City Secretary | Frances Aguilar

NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE CITY COUNCIL FOR THE CITY OF ANGLETON WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON TUESDAY, APRIL 12, 2022, AT 6:00 P.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.

DECLARATION OF A QUORUM AND CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

CITIZENS WISHING TO ADDRESS CITY COUNCIL

The Presiding Officer may establish time limits based upon the number of speaker requests, the length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Citizens may speak at the beginning or at the time the item comes before council in accordance with Texas Government Code Section 551.007. No Action May be Taken by the City Council During Public Comments.

CEREMONIAL PRESENTATIONS

1. Presentation of certificates to the 2022 Angleton University graduates.
2. Presentation of employee service awards.
3. Presentation of the Keep Angleton Beautiful Yard of the Month and Business of the Month.
4. Presentation of Proclamations by the Mayor.

CONSENT AGENDA

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

5. Discussion and possible action to approve the minutes of the Angleton City Council meeting of March 8, 2022 and meeting of March 22, 2022.

- [6.](#) Discussion and possible action on a resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through May 12, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.
- [7.](#) Discussion and possible action on a resolution regarding the application on Centerpoint Energy Resources Corporation, Texas Coast Division, to increase rates under the gas reliability infrastructure program; suspending Centerpoint's proposed effective date for forty-five days; authorizing the City's participation in a coalition of cities known as the "Texas Coast Utilities Coalition" ("TCUC") of Cities; determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.
- [8.](#) Discussion and possible action on an ordinance regarding the possible determination of a substandard building, located at 316 Rogers Street, Angleton, Brazoria County, Texas 77515; providing a date for a public hearing to make such a determination; providing for repeal, providing for severability; providing for an effective date.
- [9.](#) Discussion and possible action on an ordinance regarding the possible determination of a substandard building, located at 320 W. Peach Street, Angleton, Brazoria County, Texas 77515; providing a date for a public hearing to make such a determination; providing for repeal, providing for severability; providing for an effective date.
- [10.](#) Discussion and possible action on an ordinance regarding the possible determination of a substandard building, located at 504 Farrer Street, Angleton, Brazoria County, Texas 77515; providing a date for a public hearing to make such a determination; providing for repeal, providing for severability; providing for an effective date.
- [11.](#) Discussion and possible action on a partnership agreement with Angleton ISD for a scoreboard sponsorship.
- [12.](#) Discussion and possible action on KAB TxDOT traffic controller cabinet wrap art recommendations and authorize the City Manager to execute artist agreements.

REGULAR AGENDA

- [13.](#) Discussion and possible action on a fitness passport service agreement with OptumHealth Care Solutions, LLC. and authorize the City Manager to execute the agreement upon legal review.
- [14.](#) Discussion and possible action on a service agreement with iWorQ Systems Inc.
- [15.](#) Update on the lots located at the southeast corner of N. Front St. and E. Cedar St. with the Commercial-Office/Retail zoning district.
- [16.](#) Discussion and possible action on a proposal from HDR Engineering, Inc. for the Engineering Quiet Zone Reaffirmation Project.
- [17.](#) Discussion and possible action on the water connection count.

EXECUTIVE SESSION

The City Council will now convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

18. Discussion and possible action on a complaint or a charge against an officer or employee, pursuant to Section 551.074 of the Texas Government Code.
19. Discussion and possible action to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee - Finance Director, pursuant to Section 551.074 of the Texas Government Code.

OPEN SESSION

The City Council will now adjourn Executive Session, reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

ADJOURNMENT

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 - consultation with attorney; Section 551.072 - deliberation regarding real property; Section 551.073 - deliberation regarding prospective gift; Section 551.074 - personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - deliberation regarding security devices or security audit; Section 551.087 - deliberation regarding economic development negotiations; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATION

I, Frances Aguilar, City Secretary, do hereby certify that this Notice of a Meeting was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times and to the City's website, www.angleton.tx.us, in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Friday, April 8, 2022 by 6:00 p.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

/S/ Frances Aguilar

Frances Aguilar, TRMC, MMC
City Secretary

In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable accommodations for persons attending City Council meetings. The facility is wheelchair accessible and

accessible parking spaces are available. Please contact the City Secretary at 979-849-4364, extension 2115 or email citysecretary@angleton.tx.us.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Patty Swords

AGENDA CONTENT: Recognition of the inaugural class of Angleton University

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND: N/A

EXECUTIVE SUMMARY:

The 22 students who volunteered to participate in the inaugural class of Angleton University have attended eight weekly educational sessions and a Capstone project presentation. The program began on February 3, 2022 and was completed on March 31, 2022. Each two-hour session focused on different topics related to the operations of the City of Angleton. Session topics were Government Basics, Parks & Recreation, City Development, Emergency Management, Special Events, Economic Development, Marketing, Fire Department demonstrations, Public Works responsibilities, a Police Department presentation, an Ask the Experts, and a Mock City Council meeting. The final session featured 11 Capstone project presentations from students to the Senior Angleton Leadership Team.

RECOMMENDATION:

Staff recommends the presentation of graduation certificates to students of the 2022 Angleton University program.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Desiree Valadez, Human Resources Coordinator

AGENDA CONTENT: Presentation of employee service award.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT:

FUNDS REQUESTED:

FUND:

EXECUTIVE SUMMARY:

Presentation of a five-year Service Award to Andrew Morgan, Parks and Recreation, Sgt Ernesto De Los Santos, Police, and Nancy Acosta, Police.

RECOMMENDATION:

Presentation of Service Awards.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 04/12/2022

PREPARED BY: Kyle Livesay, Assistant Director of Parks and Recreation

AGENDA CONTENT: Ceremonial Presentation of October Keep Angleton Beautiful Yard of the Month and Business of the Month.

AGENDA ITEM SECTION: Ceremonial Presentation

BUDGETED AMOUNT: NA

FUNDS REQUESTED: NA

FUND: NA

EXECUTIVE SUMMARY:

Tracy Delesandri, Keep Angleton Beautiful Chairwoman, will present Yard of the Month to Josh and Lindsey Beacom at 257 Ranch House Rd. and Business of the Orchard Park Apartments, at 1749 E. Henderson Rd.

RECOMMENDATION:

Staff recommends City Council acknowledge the YOM and BOM with a plaque, picture, and KAB gift for their beautification efforts.

Office of the MAYOR

City of Angleton, Texas

Proclamation

WHEREAS, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

WHEREAS, City of Angleton affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

WHEREAS, City of Angleton welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex, disability, familial status, national origin or source of income; and

WHEREAS, City of Angleton affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

WHEREAS, City of Angleton is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

NOW, THEREFORE, I, Jason Perez, Mayor of the City of Angleton, Texas, along with the City of Angleton City Council, do hereby proclaim April as the month to celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim this month as:

"FAIR HOUSING MONTH"

and urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

PROCLAIMED this 12th day of April 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Frances Aguilar

AGENDA CONTENT: Discussion and possible action to approve the minutes of the Angleton City Council meeting of March 8, 2022 and meeting of March 22, 2022.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

Approve the minutes of the Angleton City Council meeting of March 8, 2022 and meeting of March 22, 2022.

RECOMMENDATION:

Staff recommends Council approve the minutes as presented.



**CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, MARCH 08, 2022 AT 6:00 PM**

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, MARCH 08, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor pro-tem Wright called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor pro-tem John Wright
Council Member Cecil Booth
Council Member Mark Gongora
Council Member Mikey Svoboda
Council Member Travis Townsend

ABSENT

Mayor Jason Perez

PLEDGE OF ALLEGIANCE

Council Member Townsend led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CONSENT AGENDA

The following were enacted with one motion.

1. Discussion and possible action to approve the minutes of the Angleton City Council meeting of February 8, 2022 and meeting of February 22, 2022.

Upon a motion by Council Member Townsend and seconded by Council Member Gongora, Council approved the minutes of the Angleton City Council meeting of February 8, 2022 and meeting of February 22, 2022. The motion passed on a 5-0 vote. Mayor Perez was absent.

2. Discussion and possible action on resolution extending the disaster declaration signed by the Mayor on March 17, 2020, through April 12, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date.

Upon a motion by Council Member Townsend and seconded by Council Member Gongora, Council approved Resolution No. 20220308-002. The motion passed on a 5-0 vote. Mayor Perez was absent.

3. Discussion and possible action on a resolution authorizing the Mayor to execute certain settlement participation documents to resolve Opioid-related claims against ENDO/PAR and TEVA.

Upon a motion by Council Member Townsend and seconded by Council Member Gongora, Council approved Resolution No. 20220308-003. The motion passed on a 5-0 vote. Mayor Perez was absent.

Item 4 was pulled for discussion.

5. Discussion and possible action on a request from Habitat for Humanity to waive building permit and utility connection fees for the construction of a new home at 1301 Caldwell Road in Angleton, Texas.

Upon a motion by Council Member Townsend and seconded by Council Member Gongora, Council waived the building permits and utility connection fees for Habitat for Humanity. The motion passed on a 5-0 vote. Mayor Perez was absent.

Item 6 was pulled for discussion.

REGULAR AGENDA

4. Discussion and possible action on the purchase of a Mustang CAT excavator through HGAC.

Upon a motion by Council Member Gongora and seconded by Council Member Booth, Council approved the purchase of a Mustang CAT excavator. The motion passed on a 5-0 vote. Mayor Perez was absent.

6. Discussion and possible action on a proposal for professional planning and engineering services for the City of Angleton Lead and Copper Rule Study and Monitoring Plan – Phase 1.

Upon a motion by Council Member Townsend and seconded by Council Member Gongora, Council approved the proposal for phase one. The motion passed on a 4-1 vote. Council Member Booth voted against. Mayor Perez was absent.

7. Presentation by Angleton Independent School District.

Presentation was provided by Phil Edwards, Superintendent of Angleton Independent School District.

8. Discussion and possible action on the Enterprise rental fleet program.

Presentation was provided by Philip Sterling, Client Strategy Manager with Enterprise Fleet Management.

Direction was given to staff to provide a list of vehicles being requested and replaced and bring the item back to Council.

9. Discussion and possible action on a proposal from iAD Architects for professional architectural and engineering services to design, produce construction contract documents, and construction administration of the project.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved the proposal from iAD Architects. The motion passed on a 5-0 vote. Mayor Perez was absent.

10. Discussion and possible action on park naming for the land acquisition on the south side of Angleton.

Upon a motion by Council Member Townsend and seconded by Council Member Svoboda, Council approved naming the Southside Park "Abigail Arias Park". The motion passed on a 5-0 vote. Mayor Perez was absent.

11. Discussion and possible action on sub facility naming of Freedom Park fields one, two, three, and four.

Upon a motion by Council Member Booth and seconded by Council Member Svoboda, Council approved the naming of Field #1 – Reuben Welch Field, Field #2 – Leonard Edwards Field, Field #3 – Sergeant Millard D. "Dee" Campbell Field, and Field #4 – Thomas Warren "Tom" Muecke, Jr. Field. The motion passed on a 5-0 vote. Mayor Perez was absent.

12. Discussion and possible action on the sale of property within the City limits.

Direction was given to survey the community and bring the item back to Council.

Mayor pro-tem Wright recessed the Council Meeting at 8:09 P.M.

Mayor pro-tem Wright reconvened the Council Meeting back to order at 8:19 P.M.

Mayor pro-tem Wright recessed the Council Meeting at 8:20 P.M.

EXECUTIVE SESSION

The City Council will now convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

13. Discussion and possible action on the City Manager Evaluation. Section 551.074 of the Texas Government Code.

OPEN SESSION

Mayor pro-tem Wright reconvened the Council Meeting back to order at 9:46 P.M.

ADJOURNMENT

The meeting was adjourned at 9:46 P.M.

These minutes were approved by Angleton City Council on this the 12th day of April, 2022.

CITY OF ANGLETON, TEXAS

Frances Aguilar, TRMC, MMC
City Secretary



CITY OF ANGLETON
CITY COUNCIL MINUTES
120 S. CHENANGO STREET, ANGLETON, TEXAS 77515
TUESDAY, MARCH 22, 2022 AT 6:00 PM

THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE ANGLETON CITY COUNCIL IN THE ORDER THEY OCCURRED DURING THE MEETING. THE CITY COUNCIL OF ANGLETON, TEXAS CONVENED IN A MEETING ON TUESDAY, MARCH 22, 2022 AT 6:00 P.M., IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS.

DECLARATION OF A QUORUM AND CALL TO ORDER

With a quorum present, Mayor Perez called the Council Meeting to order at 6:00 P.M.

PRESENT

Mayor Jason Perez
 Mayor pro-tem John Wright
 Council Member Cecil Booth
 Council Member Mark Gongora
 Council Member Mikey Svoboda
 Council Member Travis Townsend

PLEDGE OF ALLEGIANCE

Council Member Townsend led the Pledge of Allegiance.

INVOCATION

Council Member Booth led the invocation.

CITIZENS WISHING TO ADDRESS CITY COUNCIL

There were no speakers.

CONSENT AGENDA

The following were enacted with one motion.

1. Discussion and possible action on a resolution amending Resolution No. 20220208-005 establishing the procedure for the May 7, 2022 General Election in Angleton, Texas; and providing for other related matters related thereto.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved Resolution No. 20220322-001. The motion passed on a 5-0 vote. Mayor pro-tem Wright was off the dais.

Item 2 was pulled for discussion.

3. Discussion and possible action on a partnership agreement with Angleton ISD for a scoreboard sponsorship.

This item was pulled from the agenda.

4. Discussion and possible action on a resolution approving an engagement agreement relating to bond counsel services.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved Resolution No. 20220322-004. The motion passed on a 5-0 vote. Mayor pro-tem Wright was off the dais.

REGULAR AGENDA

2. Discussion and possible action on an agreement with Celestial Displays, LLC for the Freedom Firework display and authorize the City Manager to execute the agreement upon legal review.

Upon a motion by Council Member Townsend and seconded by Council Member Booth, Council approved the agreement with Celestial Displays, LLC. The motion passed on a 5-0 vote. Mayor pro-tem Wright was off the dais.

5. Discussion and possible action to approve Financial Audit FY 2020-2021.

Upon a motion by Council Member Booth and seconded by Council Member Svoboda, Council approved the Financial Audit FY 2020-2021. The motion passed on a 5-0 vote. Mayor pro-tem Wright was off the dais.

6. Discussion and possible action on projects to be included in the Notice of Intent to issue certificates of obligation.

An overview of the project was provided by Chris Hill, Director of Finance.

7. Discussion and possible action on a resolution authorizing publication of the Notice of Intent to issue certificates of obligation and approving reimbursement and related matters.

Presentation was provided by Jonathan K. Frels, Partner with Bracewell, LLP and Joe Morrow, Managing Director with Hilltop Securities Inc.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council approved Resolution 20220322-007 and funding any expenses incurred prior to closing and delivery of funds. The motion passed on a 6-0 vote.

8. Discussion and possible action on a resolution approving and authorizing the PID Reimbursement Agreement for the Kiber Reserve PID.

Upon a motion by Council Member Booth and seconded by Council Member Svoboda, Council approved Resolution 20220322-008. The motion passed on a 4-2 vote. Mayor pro-tem Wright and Council Member Townsend voted against.

9. Discussion and possible action on the Northside Wastewater Treatment Plant Study.

Presentation was made by John Peterson, Senior Project Manager and Todd Warrix, Area Water Business Group Manager with HDR Engineering Services, Inc.

10. Discussion and possible action to award a contract to HTI Construction, LLC for the Parish Intersection Drainage Project and authorize the City Manager to execute upon legal review.

Upon a motion by Mayor pro-tem Wright and seconded by Council Member Booth, Council awarded the contract to HTI Construction, LLC, not to exceed \$156,605.00 and authorized the City Manager to execute upon legal review. The motion passed on a 6-0 vote.

11. Discussion and possible action on Amendment #1 from HDR Engineering Services, Inc. to prepare a metes and bounds with an exhibit to identify a drainage easement.

Upon a motion by Council Member Booth and seconded by Council Member Townsend, Council approved Amendment #1 from HDR Engineering Services, Inc. and authorized the City Manager to execute upon legal review. The motion passed on a 6-0 vote.

12. Discussion on current City development and projects.

An update was provided by Lindsay Koskiniemi, Assistant Director of Development Services.

13. Discussion on the findings by Gunda Corporation on the review of the City's Land Development Code, Zoning Ordinance, and other development regulations.

This item was pulled from the agenda.

Mayor pro-tem Wright recessed the Council Meeting at 8:09 P.M.

EXECUTIVE SESSION

The City Council will now convene into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained therein:

14. Discussion and possible action on the purchase and sale of property within the City limits. Section 551.072 of the Texas Government Code.

Conducted

OPEN SESSION

Mayor pro-tem Wright reconvened the Council Meeting back to order at 9:11 P.M.

ADJOURNMENT

The meeting was adjourned at 9:11 P.M.

These minutes were approved by Angleton City Council on this the 12th day of April, 2022.

CITY OF ANGLETON, TEXAS

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: 04/12/2022

PREPARED BY: Glenn LaMont

AGENDA CONTENT: Discussion and possible action on Resolution No. 20220412-000 extending the disaster declaration signed by the Mayor on March 17, 2020, through May 12, 2022; repealing conflicting ordinances and resolutions; including a severability clause; and establishing an effective date. (LaMont)

AGENDA ITEM SECTION: Consent Agenda

BUDGETTED AMOUNT: N/A

FUNDS REQUESTED: N/A

FUND: N/A

EXECUTIVE SUMMARY:

Extending the Mayor's COVID-19 Disaster Declaration for another 30 days.

RECCOMENDATION:

Staff recommends council approving this Resolution.

RESOLUTION NO. 20220412-000

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, RATIFYING THE DISASTER DECLARATION SIGNED BY THE MAYOR ON MARCH 17, 2020 AND CONSENTING TO ITS CONTINUATION THROUGH MAY 12, 2022; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 17, 2020, Mayor Jason Perez, acting in accordance with authority granted to him under Section 418.108(a) of the Texas Government Code and the City's Home Rule Charter, declared a local state of disaster for the City due to concerns related to the novel coronavirus (COVID-19); and

WHEREAS, Section 418.108(b) of the Texas Government Code the City of Angleton, consenting to the renewal and continuation of the declaration of disaster in each subsequent month; and

WHEREAS, the conditions necessitating the disaster declaration continue to exist; and

WHEREAS, the City Council supports the disaster declaration signed by Mayor Jason Perez on March 17, 2020 and consented to its continuation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

SECTION 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. That a local state of disaster for public health is hereby declared for the City of Angleton, Texas pursuant to §418.108(a) of the Texas Government Code, and the City Council hereby consents to its continuation through May 12, 2022, or until such time as it is terminated by the Mayor, provided that the Mayor gives City Council seventy-two hours' notice of proposed termination.

SECTION 3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster for public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

SECTION 4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster activates the City emergency management plan.

SECTION 5. The Mayor is authorized to sign this Resolution and the City Secretary to attest.

SECTION 6. This Resolution shall become effective and be in full force and effect upon execution by the Mayor.

RESOLUTION NO. 20220412-000

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PASSED AND APPROVED THIS THE 12TH DAY OF APRIL 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Frances Aguilar

AGENDA CONTENT: Discussion and possible action on a resolution regarding the application on Centerpoint Energy Resources Corporation, Texas Coast Division, to increase rates under the gas reliability infrastructure program; suspending Centerpoint's proposed effective date for forty-five days; authorizing the City's participation in a coalition of cities known as the "Texas Coast Utilities Coalition" ("TCUC") of Cities; determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: EnterTextHere

FUNDS REQUESTED: EnterTextHere

FUND: EnterTextHere

EXECUTIVE SUMMARY:

The City is a member of the Texas Coast Utilities Coalition ("TCUC") of cities. TCUC was organized by a number of municipalities served by CenterPoint Energy Resources Corp., Houston and Texas Coast Divisions ("CenterPoint") and has been represented by the law firm of Herrera Law & Associates, PLLC (through Mr. Alfred R. Herrera) to assist in reviewing applications to change rates submitted by CenterPoint.

"GRIP" RATE APPLICATION

Under section 104.301 of the Gas Utility Regulatory Act (GURA), a gas utility is allowed to request increases in its rates to recover a return on investments it makes between rate cases. This section of GURA is commonly referred to as the "GRIP" statute, that is, the "Gas Reliability Infrastructure Program," and is also referred to as an "Interim Rate Adjustment" ("IRA").

The Supreme Court of Texas concluded that a filing made under the GRIP statute permitted gas utilities the opportunity to recover return on capital expenditures made during the interim period between rate cases by applying for interim rate adjustment and that proceedings under the GRIP statute did not contemplate either adjudicative hearings or substantive review of utilities' filings for interim rate adjustments. Instead, the Court concluded, the GRIP statute provides for a *ministerial* review of the utility's filings to ensure compliance with the GRIP statute and the

Railroad Commission's rules, and that it is within the Railroad Commission's authority to preclude cities from intervening and obtaining a hearing before the Railroad Commission. The Court's opinion has severely limited a city's ability to perform a meaningful review of a gas-utility's GRIP filing.

CENTERPOINT'S "GRIP" APPLICATION

On about March 3, 2021 CenterPoint filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP") (Gas Utility Regulatory Act, § 104.301) and proposed an effective date of May 2, 2022, for its increase in rates. CenterPoint's application if approved by the Commission will result in an increase in the monthly customer charges as shown below:

Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2096-I-GRIP 2022; R-2096-U-GRIP 2022 Residential	\$18.62 per customer per month	\$1.32 per customer per month	\$19.94 per customer per month	\$1.32 per customer per month
GSS-2096-I-GRIP 2022; GSS-2096-U-GRIP 2022 General Service Small	\$22.81 per customer per month	\$2.12 per customer per month	\$24.93 per customer per month	\$2.12 per customer per month
GSLV-627-I-GRIP 2022; GSLV-627-U-GRIP 2022 General Service Large Volume	\$295.14 per customer per month	\$70.32 per customer per month	\$365.46 per customer per month	\$70.32 per customer per month

CenterPoint's proposed increase results in the following percentage increases in *base rates* in an average customer's bill. "Base rates" recover those elements of CenterPoint's costs over which it has direct control, which *excludes* the cost of gas:

Residential Customer:	6.4% increase in average customer's bill
Commercial Customer:	7.0% increase in average customer's bill
General Service – Large Volume:	15.1% increase in average customer's bill

Including the cost of gas, CenterPoint's proposed increase results in the following percentage increases in an average customer's bill:

Residential Customer:	2.9% increase in average customer's bill
Commercial Customer:	1.6% increase in average customer's bill
General Service – Large Volume:	3.4% increase in average customer's bill

REVIEW AND ACTION RECOMMENDED

Although the City's ability to review and effectuate a change in CenterPoint's requested increase is limited, the City should exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries, including increases requested under the GRIP statute to ensure compliance with the requirements of that law. This includes whether CenterPoint's current rates produce a rate of return in excess of its authorized rate of return.

To exercise its due diligence, it is necessary to suspend CenterPoint's proposed effective date of May 2, 2021, for forty-five days to June 16, 2022, so that the City can evaluate whether the data and calculations in CenterPoint's rate application are correctly done.

Therefore, TCUC's Special Counsel, the law firm of Herrera Law & Associates, PLLC (through Alfred R. Herrera) recommends that the City adopt a resolution suspending CenterPoint's proposed effective date for 45 days. Assuming a proposed effective date of May 2, 2021, CenterPoint's proposed effective date is suspended until June 16, 2021.

RECOMMENDATION:

Staff recommends Council approve the resolution as presented.

RESOLUTION NO. 20220412-000

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, ("CITY") REGARDING THE APPLICATION OF CENTERPOINT ENERGY RESOURCES CORP., TEXAS COAST DIVISION, TO INCREASE RATES UNDER THE GAS RELIABILITY INFRASTRUCTURE PROGRAM; SUSPENDING CENTERPOINT'S PROPOSED EFFECTIVE DATE FOR FORTY-FIVE DAYS; AUTHORIZING THE CITY'S CONTINUED PARTICIPATION IN A COALITION OF CITIES KNOWN AS THE "TEXAS COAST UTILITIES COALITION" OF CITIES; DETERMINING THAT THE MEETING AT WHICH THE RESOLUTION WAS ADOPTED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on or about March 3, 2021 CenterPoint Energy Resources Corp., Texas Coast Division ("CenterPoint") filed for an increase in gas utility rates under the Gas Reliability Infrastructure Program ("GRIP"), resulting in a requested increase in the monthly customer charges as shown in the table below:

Rate Schedule	Current Customer Charge	Proposed 2022 Interim Rate Adjustment	Adjusted Charge	Increase Per Bill
R-2096-I-GRIP 2022; R-2096-U-GRIP 2022 Residential	\$18.62 per customer per month	\$1.32 per customer per month	\$19.94 per customer per month	\$1.32 per customer per month
GSS-2096-I-GRIP 2022; GSS-2096-U-GRIP 2022 General Service Small	\$22.81 per customer per month	\$2.12 per customer per month	\$24.93 per customer per month	\$2.12 per customer per month
GSLV-627-I-GRIP 2022; GSLV-627-U-GRIP 2022 General Service Large Volume	\$295.14 per customer per month	\$70.32 per customer per month	\$365.46 per customer per month	\$70.32 per customer per month

and

WHEREAS, The City has a responsibility to exercise due diligence with regard to rate increases of monopoly utilities who operate within its boundaries; and

WHEREAS, The application to increase rates by CenterPoint is complex; and

WHEREAS, It is necessary to suspend CenterPoint's proposed effective date of May 2, 2022, for its increase in rates for forty-five days so that the City can assure itself that the data and calculations in CenterPoint's rate application are in accordance with the Section 104.301 of the Gas Utility Regulatory Act; and

WHEREAS, The effective date proposed by CenterPoint is May 2, 2021 but a suspension by the City will mean that the rate increase cannot go into effect prior to June 16, 2021.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

SECTION 1. The statements and findings set out in the preamble to this resolution are hereby in all things approved and adopted.

SECTION 2. The City suspends the requested effective date by CenterPoint for forty-five days pursuant to the authority granted the City under Section 104.301 of the Texas Utilities Code. The City finds that additional time is needed in order to review the data and calculations that provide the basis for the rate increase application.

SECTION 3. The City shall continue its participation with other cities that are part of a coalition of cities known as the Texas Coast Utilities Coalition ("TCUC") of cities.

SECTION 4. The City authorizes the law firm of Herrera Law & Associates, PLLC, to act on its behalf in connection with CenterPoint's application to increase rates.

SECTION 5. To the extent allowed by law, CenterPoint is ordered to pay the City's reasonable rate case expenses incurred in response to CenterPoint's rate increase application within 30 days of receipt of invoices for such expenses.

SECTION 6. The meeting at which this resolution was approved was in all things conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 7. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED THIS THE 12TH DAY OF APRIL 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Request for approval of ordinance to conduct a public hearing for the demolition of substandard structure at 316 Rogers Street within the City of Angleton, Texas.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$45,740 budgeted
FY21/22, remaining
balance \$42,340

FUNDS REQUESTED: \$7,500 (estimated
cost to demolish and
haul away)

FUND: General Fund, Development Services Department, Account No. 01-535-465

EXECUTIVE SUMMARY:

In January 2021, the Development Services Department conducted a city-wide substandard building identification effort to begin correspondence with property owners of identified substandard structures to initiate enforcement action. The approved Fiscal Year 2021-2022 budget included \$45,740 for demolition of substandard structures. Now that the City's Code Enforcement staff have been conducting enforcement efforts for the identified substandard structures and has worked with Legal, staff is ready to approach Council to request public hearings required by statutory law to move toward condemnation and demolition.

316 Rogers Street:

This is a single-family structure that has been deemed to exceed more than fifty percent (50%) of the value of the home to bring the property into compliance with the City's Code of Ordinances. The structure has several holes in the siding on all sides of the structure, which has resulted in external elements intrusion into the structure. City staff has issued warnings to the property owner for various Code violations. The property owner has made no attempt to communication timelines for repairs to bring the structure into compliance with all applicable Codes. City staff has determined that enforcement to demolish the structure is appropriate.

Complaints received by City staff and verification of communication attempts from City staff are included. Specific Code non-compliance issues include the following International Property Maintenance Code (IPMC 2015) violations: observed rotting eaves and holes in roof, leaning structure, broken windows, holes in walls due to severely rotted siding on exterior of the structure.

Because this structure has been deemed to cost more than fifty percent (50%) of the value of the home to repair to the point of meeting code compliance standards, in addition to the threat the dilapidated state of the structure presents to the public, city staff has deemed it necessary to demolish the structure. City staff has worked closely with the City's legal counsel to navigate the process to make sure all statutory compliance is met throughout the process.

An ordinance is provided that, if approved by City Council, will allow staff to advertise and hold a public hearing open to public to gather comment concerning the condemnation and possible demolition of the structure located at 316 Rogers Street. A lien will be filed with the County against the property to recuperate expenditures incurred for demolition, advertisement of public hearing, and any other associated costs with interest.



Siding rotted and holes in siding observed



Holes in roof, rotted door frame, collapsed eaves



Rotted exterior siding, broken windows



RECOMMENDATION:

Staff recommends approval of the attached ordinance to conduct a public hearing to condemn and possibly demolish the dilapidated, substandard structure at 316 Rogers Street.

ORDINANCE NO. 20220412-000

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, REGARDING THE POSSIBLE DETERMINATION OF A SUBSTANDARD BUILDING LOCATED AT 316 ROGERS STREET, ANGLETON, BRAZORIA COUNTY, TEXAS 77515; PROVIDING A DATE FOR A PUBLIC HEARING TO MAKE SUCH A DETERMINATION; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 54.004 of the Local Government Code, a home-rule municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the City of Angleton’s Code of Ordinances (the “Code of Ordinances”), requires, in part, the demolition of a building that is (1) dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare or, (2) regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; and

WHEREAS, Development Services of the City of Angleton, Texas (the “City”), after inspection, believes it has identified a structure located on the property at **316 Rogers Street, Angleton, Brazoria County, Texas 77515** (the “Property”), that violates the Code of Ordinances and requires demolition pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances; and

WHEREAS, Development Services notified the homeowner of the Property of such potential violations of the Code of Ordinances on or about **February 21, 2021**, requesting that the homeowner of the Property address such violations listed in the notice, attached and incorporated hereto as Exhibit A; and

WHEREAS, the City, in accordance with Section 214.001 of the Local Government Code, wishes to hold a public hearing, pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to determine whether a structure located on the Property complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing of the City’s Code of Ordinances, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

SECTION 1. All the facts recited in the preamble to this Ordinance are found by the City Council of the City of Angleton, Texas (the “City Council”), to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. A public hearing, in accordance Section 214.001 of the Local Government Code and pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, shall be held by City Council on May 24, 2022, at 6:00 p.m. in order to determine whether the structure located on the property at **316 Rogers Street, Angleton, Brazoria County, Texas 77515** complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

SECTION 3. The City shall send a copy of this Ordinance, along with the notice of public hearing described in Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to an owner, lienholder, or mortgagee of the Property.

SECTION 4. At the public hearing, an owner, lienholder, or mortgagee of the Property shall be required to submit proof of the scope of any work that may be required to comply with the Code of Ordinances and the time it will take to reasonably perform the work in order to comply.

SECTION 5. Repeal. All ordinances or parts of ordinances inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 6. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon execution, with passage and approval by the City Council of the City of Angleton, Texas, and shall be in full force immediately upon its adoption.

SECTION 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 12TH DAY OF APRIL 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

1. On February 03, 2021, City staff received a complaint through the City's E-Gov system concerning rotting wood siding on house and rotting wood around door and window frames.
2. On February 03, 2021, Code Enforcement Officer Follin received the complaint and responded. Code violations were observed, so a letter detailing the Code violations was generated and sent regular and certified mail to property owner detailing observed Code violations.
3. On May 2, 2021, a written warning was mailed certified and regular mail.
4. On June 01, 2021, property owner had phone call discussion with Code Enforcement Officer Follin and communicated a plan to update the property.
5. On October 01, 2021, Officer Follin attempted to contact property owner, as no work has been done to repair the structure. The property owner stated they had been hospitalized due to an illness the week prior.
6. As of April 5, 2022, no communication from property owner concerning repairs to structure have been received by City staff.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Request for approval of ordinance to conduct a public hearing for the demolition of substandard structure at 320 Peach Street within the City of Angleton, Texas.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$45,740 budgeted
FY21/22, remaining
balance \$42,340

FUNDS REQUESTED: \$8,500 (estimated
cost to demolish and
haul away)

FUND: General Fund, Development Services Department, Account No. 01-535-465

EXECUTIVE SUMMARY:

In January 2021, the Development Services Department conducted a city-wide substandard building identification effort to begin correspondence with property owners of identified substandard structures to initiate enforcement action. The approved Fiscal Year 2021-2022 budget included \$45,740 for demolition of substandard structures. Now that the City's Code Enforcement staff have been conducting enforcement efforts for the identified substandard structures and has worked with Legal, staff is ready to approach Council to request public hearings required by statutory law to move toward condemnation and demolition.

320 W. Peach Street:

This is a single-family structure that has been deemed to exceed more than fifty percent (50%) of the value of the building to bring into compliance with the City's Code of Ordinances. The structure has had a gaping hole in the roof for over a year and a half, as observed by City staff. External elements have intruded into the structure. City staff has corresponded with the property owner and while timelines for repairs have been communicated to staff by the property owner, no repairs have been made to the home since staff first contacted the property owner. City staff has determined that enforcement to condemn and demolish the structure is appropriate.

Complaints received and verification of communication attempts from City staff are included. Specific Code non-compliance issues include the following International Property Maintenance Code (IPMC 2015) violations: observed rotting eaves, leaning structure, broken windows, several holes in roof including a hole approximately five (5) feet across in diameter.

An ordinance is provided that, if approved by City Council, will allow staff to advertise and hold a public hearing to gather public comment concerning the condemnation and possible demolition of the substandard structure located at 320 W. Peach St. City staff has worked closely with the City's legal counsel to navigate the process to make sure all statutory compliance is met throughout the process. A lien will be filed with the County against the property to recuperate expenditures incurred for demolition, advertisement of public hearing, and any other associated costs with interest.





RECOMMENDATION:

Staff recommends approval of the attached ordinance to conduct a public hearing to condemn and possibly demolish the dilapidated, substandard structure at 320 Peach Street.

ORDINANCE NO. 20220412-000

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, REGARDING THE POSSIBLE DETERMINATION OF A SUBSTANDARD BUILDING LOCATED AT 320 W. PEACH STREET, ANGLETON, BRAZORIA COUNTY, TEXAS 77515; PROVIDING A DATE FOR A PUBLIC HEARING TO MAKE SUCH A DETERMINATION; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 54.004 of the Local Government Code, a home-rule municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the City of Angleton’s Code of Ordinances (the “Code of Ordinances”), requires, in part, the demolition of a building that is (1) dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare or, (2) regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; and

WHEREAS, Development Services of the City of Angleton, Texas (the “City”), after inspection, believes it has identified a structure located on the property at **320 W. Peach Street, Angleton, Brazoria County, Texas 77515** (the “Property”), that violates the Code of Ordinances and requires demolition pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances; and

WHEREAS, Development Services notified the homeowner of the Property of such potential violations of the Code of Ordinances on or about **February 8, 2021**, requesting that the homeowner of the Property address such violations listed in the notice, attached and incorporated hereto as Exhibit A; and

WHEREAS, the City, in accordance with Section 214.001 of the Local Government Code, wishes to hold a public hearing, pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to determine whether a structure located on the Property complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing of the City’s Code of Ordinances, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

SECTION 1. All the facts recited in the preamble to this Ordinance are found by the City Council of the City of Angleton, Texas (the “City Council”), to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. A public hearing, in accordance Section 214.001 of the Local Government Code and pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, shall be held by City Council on May 24, 2022, at 6:00 p.m. in order to determine whether the structure located on the property at **320 W. Peach Street, Angleton, Brazoria County, Texas 77515** complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

SECTION 3. The City shall send a copy of this Ordinance, along with the notice of public hearing described in Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to an owner, lienholder, or mortgagee of the Property.

SECTION 4. At the public hearing, an owner, lienholder, or mortgagee of the Property shall be required to submit proof of the scope of any work that may be required to comply with the Code of Ordinances and the time it will take to reasonably perform the work in order to comply.

SECTION 5. Repeal. All ordinances or parts of ordinances inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 6. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon execution, with passage and approval by the City Council of the City of Angleton, Texas, and shall be in full force immediately upon its adoption.

SECTION 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 12TH DAY OF APRIL 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

1. Case opened on February 08, 2021. City received E-Gov system ticket complaint of unoccupied residential structure with numerous holes in roof and broken windows.
2. Case assigned to Code Enforcement Officer Follin. Investigation conducted on Code violations, and a letter detailing the observed Code violations was mailed to property owner via regular USPS mail and certified USPS mail.
3. On May 18, 2021, Officer Follin contacted property owner to instruct property owner to mow grass in front yard observed to be in violation of the City's Code of Ordinances.
4. On May 27, 2021, Officer Follin contacted property owner to instruct property owner to mow grass in front yard observed to be in violation of the City's Code of Ordinances.
5. On August 17, 2021, property owner contacted Officer Follin and stated repairs to patch roof were in progress to stop water intrusion.
6. As of April 05, 2022, no repairs to roof have been made. Property is further deteriorated since Code Enforcement case was opened on February 08, 2021, and water intrusion from several holes in roof including an approximate 5' in diameter hole has resulted in the collapse of the interior ceiling and extensive mold.



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, Assistant Director of Development Services

AGENDA CONTENT: Substandard structure update for 504 Farrer Street within the City of Angleton, Texas and request for approval of ordinance to hold public hearing.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: \$45,740 budgeted
FY21/22, remaining
balance \$42,340

FUNDS REQUESTED: \$8,500 (estimated
cost to demolish and
haul away)

FUND: General Fund, Development Services Department, Account No. 01-535-465

EXECUTIVE SUMMARY:

In January 2021, the Development Services Department conducted a city-wide substandard building identification effort to begin correspondence with property owners of identified substandard structures to initiate enforcement action. The approved Fiscal Year 2021-2022 budget included \$45,740 for demolition of substandard structures. Now that the City's Code Enforcement staff have been conducting enforcement efforts for the identified substandard structures and has worked with Legal, staff is ready to approach Council to request public hearings required by statutory law to move toward demolition.

This property is a single-family home, unoccupied, and has been deemed to be an immediate threat to public health and safety, particularly to surrounding neighbors, because the structure is fully collapsed on the backside. There is no restricted access, as the interior of the home is fully exposed by the collapsed back wall. Upon investigating a complaint of mosquitos, city staff discovered the backside of the home has been collapsed for some time, and the interior of the home has been exposed to environmental elements due to the decomposed state of the collapsed portion on the ground. City staff also observed evidence of transient occupation within the front room of the home. The driveway has become an attraction for parking unused, junked vehicles.

Because this structure has been deemed to cost more than fifty percent (50%) of the value of the home to repair to the point of meeting code compliance standards, in addition to the threat the dilapidated state of the structure presents to the public, city staff has deemed it necessary to demolish the structure. City staff has worked closely with the City's legal counsel to navigate the process to make sure all statutory compliance is met throughout the process.

City staff has attempted to contact the property owner on several occasions dating back several years concerning numerous Code violations such as a tall grass. Additionally, the City has an extensive list of liens issued against this property for mowing tall grass in violation of the City's Code of Ordinances over several years of attempting to contact property owner without any response to certified mail or regular mail.

A lien will be filed with the County against the property to recuperate expenditures incurred for demolition, advertisement of public hearing, and any other associated costs with interest.



Backside of 504 Farrer Street



Backside of garage



Kitchen visible – back wall missing



Back bedroom collapsed



Decomposed collapsed backside of home





Broken windows, ceiling caved in



Windows boarded, windows broken, structure leaning



Doorknob hole in front door – Evidence of vagrants occupying unsafe structure



RECOMMENDATION:

Staff recommends approval of the attached ordinance to conduct a public hearing to condemn and possibly demolish dilapidated, substandard, unsafe structure at 504 Farrer Street.

ORDINANCE NO. 20220412-000

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS, REGARDING THE POSSIBLE DETERMINATION OF A SUBSTANDARD BUILDING LOCATED AT 504 FARRER STREET, ANGLETON, BRAZORIA COUNTY, TEXAS 77515; PROVIDING A DATE FOR A PUBLIC HEARING TO MAKE SUCH A DETERMINATION; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 54.004 of the Local Government Code, a home-rule municipality may enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the City of Angleton’s Code of Ordinances (the “Code of Ordinances”), requires, in part, the demolition of a building that is (1) dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare or, (2) regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children; and

WHEREAS, Development Services of the City of Angleton, Texas (the “City”), after inspection, believes it has identified a structure located on the property at **504 Farrer Street, Angleton, Brazoria County, Texas 77515** (the “Property”), that violates the Code of Ordinances and requires demolition pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances; and

WHEREAS, Development Services notified the homeowner of the Property of such potential violations of the Code of Ordinances **on multiple occasions**, requesting that the homeowner of the Property address such violations listed in the notice, attached and incorporated hereto as Exhibit A; and

WHEREAS, the City, in accordance with Section 214.001 of the Local Government Code, wishes to hold a public hearing, pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to determine whether a structure located on the Property complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing of the City’s Code of Ordinances, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:

SECTION 1. All the facts recited in the preamble to this Ordinance are found by the City Council of the City of Angleton, Texas (the “City Council”), to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied herein verbatim.

SECTION 2. A public hearing, in accordance Section 214.001 of the Local Government Code and pursuant to Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, shall be held by City Council on May 24, 2022, at 6:00 p.m. in order to determine whether the structure located on the property at **504 Farrer Street, Angleton, Brazoria County, Texas 77515** complies with the Code of Ordinances, specifically those in Chapter 5 – Buildings and Building Regulations and Chapter 11 – Housing, and whether such structure shall be demolished in accordance with Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-572. – “Authority regarding substandard building” of the Code of Ordinances.

SECTION 3. The City shall send a copy of this Ordinance, along with the notice of public hearing described in Chapter 5 – Buildings and Building Regulations, Article XII. – Substandard Buildings, Sec. 5-575. – “Public hearing” of the Code of Ordinances, to an owner, lienholder, or mortgagee of the Property.

SECTION 4. At the public hearing, an owner, lienholder, or mortgagee of the Property shall be required to submit proof of the scope of any work that may be required to comply with the Code of Ordinances and the time it will take to reasonably perform the work in order to comply.

SECTION 5. Repeal. All ordinances or parts of ordinances inconsistent or in conflict are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 6. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Angleton, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional whether there be one or more parts.

SECTION 7. Effective Date. This Ordinance shall take effect immediately upon execution, with passage and approval by the City Council of the City of Angleton, Texas, and shall be in full force immediately upon its adoption.

SECTION 8. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 12TH DAY OF APRIL 2022.

CITY OF ANGLETON, TEXAS

Jason Perez
Mayor

ATTEST:

Frances Aguilar, TRMC, MMC
City Secretary

EXHIBIT A

1. On July 17, 2019, Code Enforcement Officer Levya issued a notice of violation of the City's Code of Ordinances referencing the requirement to remove or demolish the structure at 504 Farrer St.
2. On January 13, 2021, Chief Building Inspector and Code Enforcement Officer, Kyle Reynolds issued and mailed a citation to property owner of 504 Farrer for dilapidated structure with a reference to violation notices sent on May 20, 2020.
3. On May 18, 2020, Code Enforcement Officer, Heidi Guzman received complaint of dilapidated structure at 504 Farrer Street. Upon investigation, Officer Guzman determined the structure to be substandard and initiated enforcement by generating a letter detailing the Code violations and mailing via certified and standard USPS to the property owner.
4. On April 06, 2021, the 504 Farrer Code Enforcement case was assigned to Officer Follin and a notice of violation for tall grass and dilapidated structure was mailed via certified and standard USPS mail to property owner.
5. Citation issued by Code Enforcement Officer Follin on April 27, 2021 for junk vehicles parked in driveway.
6. Citation issued by Officer Follin on April 27, 2021 for tall grass Code violation.
7. Citation issued by Officer Follin on April 27, 2021 for dilapidated structure.
8. On or about January 2022, the Code Enforcement division received a complaint of mosquitos, odd for the time of year and observed the back side of the structure at 504 Farrer had completely collapsed. Code Enforcement Officers observed evidence of vagrants occupying the front room through a doorknob hole in the front door, and there is not doorknob on the front door. Officers observed rodent harborage, overgrown grass, and stacked items including a hot water heater against the fence. Windows on the structure are mostly boarded, however, officers observed a smashed window, and inside the structure, the roof was collapsed.
9. Structure poses a significant threat to public health and safety.



AGENDA ITEM SUMMARY FORM

MEETING DATE: 4/12/2022

PREPARED BY: Martha Eighme

AGENDA CONTENT: Partnering with Angleton ISD for a scoreboard sponsorship.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: 10,000

FUNDS REQUESTED: 15,000

FUND: HOT Funds

EXECUTIVE SUMMARY:

Due to COVID-19, the previously approved sponsorship (see note below from City Council Meeting December 19, 2019) was not executed. AISD is ready to move forward with the new scoreboard. The cost has increased by \$5,000 in the two years since the initial presentation. The agreement is for five years.

December 2019 Presentation was by Allison Hemphill, Alternate Funding Director with Angleton ISD. Upon a motion by Council Member Vasut and seconded by Council Member Sillavan, Council authorized staff to enter into an agreement with Angleton ISD at the purple level for the new scoreboard which shall be paid from the Hotel/Motel Tax Fund. The motion passed on a 5-0 vote. Mayor Perez was absent.

RECOMMENDATION:

Consent to authorize Chris Whittaker to sign agreement with AISD upon legal review of agreement.

ANGLETON ISD PARTNERSHIP AGREEMENT

This Agreement entered into this _____ day of _____, _____, by and between Angleton Independent School District, hereinafter referred to as “AISD” or the “District”, and _____, hereinafter referred to as “Partner”, hereby agree as follows:

1. Terms and Conditions. Under the terms and conditions herein set forth, AISD grants the non-exclusive advertising rights to Partner as stipulated in Attachment A (“Advertising Rights”) for the Term of this Agreement. All artwork shall be provided by Partner to AISD, at Partner’s expense, no later than **ten (10) business days** before the advertisement is to be displayed. The artwork shall be professionally designed and tastefully and aesthetically suitable for presentation. The content of the artwork will be subject to the prior written consent of the District to ensure conformity with District policies. The contents of the artwork may not violate any AISD policy or practice regarding advertising or materials distributed on campus, and shall not announce or advertise any item or activity that is prohibited on a District campus. Such policies include, without limitation GKB (Legal) and GKB (Local).
2. Partner understands and acknowledges that the Advertising Rights are subject to ordinary wear and tear, casualty, and events of force majeure. If the advertisement(s) is damaged, destroyed or stolen (other than as a result of an act or omission of Partner), AISD shall have the option to pay the reasonable cost of replacing or restoring the advertisement to its previous condition or providing a pro-rata refund of the payments made and/or discounting any payment owed under this Agreement. Should AISD elect to refund or discount monies owed, this Agreement shall be terminated upon such election by AISD. In all other instances, Advertiser shall bear the cost of (i) obtaining and installing any additional or replacement advertisement or signage and (ii) repainting the advertisement or signage. Without limitation, AISD shall not be responsible for funding a new panel or signage in the event that Partner wishes to alter the design. If requested by AISD because of the nature of an event, Partner understands that its signage or advertising materials may not be displayed or may be covered for such events with no adjustment in the Section 3 payments.
3. Payment. Payments shall be made to the order of Angleton Independent School District as follows:

Agreement year 1: \$15,000.00 Payment due on or before AUGUST 1st, 2022

ANGLETON INDEPENDENT SCHOOL DISTRICT...A TRADITION OF EXCELLENCE

Agreement year 2: \$15,000.00 Payment due on or before AUGUST 1st, 2023

Agreement year 3: \$15,000.00 Payment due on or before AUGUST 1st, 2024

Agreement year 4: \$15,000.00 Payment due on or before AUGUST 1st, 2025

Agreement year 5: \$15,000.00 Payment due on or before AUGUST 1st, 2026

If Partner fails to make the payments within thirty (30) days after the date that such payment is due under this Agreement, the District may charge late fees at the rate of twelve percent (12%) per annum (or the maximum rate permitted by law, whichever is less), compounded monthly, on unpaid balances and all expenses (including attorneys' fees and court costs) incurred in collection.

4. Term of Agreement. The period of this Agreement shall be for an initial term of 5 years ("Term"), effective AUGUST 1st, 2022 through AUGUST 1st, 2027 subject to the first right of refusal/renewal to extend additional years, as detailed in Section 5.
5. First Right of Refusal/Renewal. Partner shall have the right of first refusal and/or renewal to negotiate a new agreement, with respect to Advertising Rights, and other terms and conditions, satisfactory to both parties, to extend this agreement for an additional 5 years, if and only if AISD elects to offer to third parties such Advertising Rights. Partner shall notify AISD, in writing, no less than 180 days prior to expiration of Agreement to exercise first right of refusal and/or renewal. Notwithstanding any provision herein to the contrary, nothing in this Agreement shall obligate or be construed to obligate AISD to offer such Advertising Rights to third parties at the end of the Term.
6. Assignment. This agreement shall not be assigned by the Partner, nor shall Partner grant any other person any of its rights without prior written consent of AISD.
7. Hold Harmless and Indemnification. Partner agrees to hold harmless and indemnify AISD, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of granting the licensing rights hereunder. This section does not require Partner to be responsible for or defend against any claims or damages arising solely from acts or omissions of AISD, its officers, agents, or employees.
8. Applicable Law. This Agreement shall be governed by the laws of the State of Texas. If any provision of this Agreement is or becomes unenforceable, the other provisions shall remain valid and enforceable to the maximum extent possible. Exclusive venue for any disputes arising under or related to this Agreement shall be in courts of competent jurisdiction in Brazoria County, Texas.

ANGLETON INDEPENDENT SCHOOL DISTRICT...A TRADITION OF EXCELLENCE

9. Nondiscrimination. It is mutually agreed that there shall be no discrimination on the basis of a person's race, color, creed, religion, national origin, ancestry, citizenship, gender, sexual orientation, age, or disability.
10. Default. If Partner fails to pay when due any amount owing under this Agreement, and such failure continues for a period of thirty (30) days after Partner receives written notice of the default from AISD, or if either party to this Agreement fails to perform any of its covenants and obligations under this Agreement, and such failure continues for a period of thirty (30) days after the non-performing party receives written notice of the default from the other party, and such non-performance remains uncured after such thirty day period, then such aggrieved party may terminate this Agreement by giving notice of termination. All parties' rights under this Section are in addition to, and are not a limitation on or in substitution for, any other rights which either party has by reason of any non-performance, including, without limitation, any claim for damages under law or equity. All rights are cumulative. Upon termination, all rights and obligations of the parties under this Agreement shall cease, except as provided below. Time is of the essence in the performance of all duties and obligations imposed by this Agreement. Each party's course of dealing, or forbearance from, or delay in, the exercise of any of their rights, remedies, privileges or right to insist upon strict performance of any provisions contained in this Agreement, shall not be construed as a waiver by either party, unless any such waiver is in writing and is signed by the party. In the event that the Agreement is terminated by District following an uncured default by Partner, the District shall then allow Partner to either remove its advertisement and signage or shall arrange for the removal of same at Partner's expense. In no event shall either party be liable to the other party for consequential damages on account of a default hereunder.
11. Relationship of the Parties. All operations by each party under the terms of this Agreement shall be carried on by it as an independent contractor and not as an agent for the other.
12. Immunity. Neither party waives any immunity by entering into this Agreement.
13. Legal Requirements Regarding Boycotts and Non-Discrimination.
- A. Pursuant to Texas Government Code Chapter 2270, Partner represents and warrants to District that Partner does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - B. Partner verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Partner has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ANGLETON INDEPENDENT SCHOOL DISTRICT...A TRADITION OF EXCELLENCE

- C. Partner represents and warrants that it does not boycott energy companies as contemplated by Chapter 809 of the Government Code and will not boycott energy companies during the term of this Agreement.
- D. Partner represents and warrants that it does not discriminate against firearm and ammunition companies and trade associations as contemplated by Chapter 2274 of the Government Code and will not so discriminate during the term of this Agreement.
- E.

On this day and year first above written, the parties hereto have executed this Agreement.

ANGLETON INDEPENDENT SCHOOL DISTRICT

Contact name: Laurin Moore
 Address: 1900 N Downing
 City, State, Zip: Angleton, TX, 77515
 Phone: 979-864-8047
 Email: lemoore@angletonisd.net

 Authorized Signature and Title

 Date

[PARTNER NAME]

Contact name:
 Address:
 City, State, Zip:
 Phone:
 Fax:
 Email:

 Authorized Signature and Title

 Date

ANGLETON INDEPENDENT SCHOOL DISTRICT...A TRADITION OF EXCELLENCE

ATTACHMENT A TERMS AND CONDITIONS

STATIC SIGNAGE - (Logo file to be provided by Partner)

- One (1) non-lit partner recognition on the welcome signage, approximately 1.5'h x 2.5'w
- One (1) non-lit partner recognition on the home bleacher portal, approximately 2.25'h x 5'w
- One (1) non-lit partner recognition on the main ticket entrance, approximately 1.25'h x 2'w
- One (1) non-lit partner recognition on baseball ticket booth

DIGITAL CONTENT - VIDEO DISPLAY (Logo file to be provided by Partner)

- (Pre-In-Post Game) Animated Partner Logo – logo will rotate with other partners throughout home varsity football games on video board.
- (Pre-In-Post Game) Animated Partner Logo – will rotate with other partners throughout home varsity football games on speaker digital audio mesh. Animation created by AISD.
- One (1) in game feature entitlement per regular season home varsity football game (1st Down, Smile Cam, Coin Flip, etc.)
- Minimum of Two (2) instant replay logo bugs at every home varsity football game.
- Minimum of Two (2) full screen static logo/ad (sponsor supplied) per home varsity football game.
- One (1) :30 second pre-game, sponsor supplied video commercial per home varsity football game.
 - Production completed by AISD with script by Partner.
- Windowed static logo on Side Bar rotated with Wildcat and Purple Partners at home varsity football games.

PROMOTIONS

- One (1) home varsity football game sponsorship/promotional opportunity
- One (1) grouped PA announcement thanking sponsors involvement for each home varsity football game

HOSPITALITY

- One (1) Logo Application on Angleton ISD Athletic Website
- One (1) grouped radio drop-in per home varsity football game
- Two (2) season tickets to home football games.

Social Media Recognition: TBD

ANGLETON INDEPENDENT SCHOOL DISTRICT...A TRADITION OF EXCELLENCE



AGENDA ITEM SUMMARY FORM

MEETING DATE: 4/12/2022

PREPARED BY: Kyle Livesay, Assistant Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on KAB TxDOT traffic controller cabinet wrap art recommendations and authorize the City Manager to execute artist agreements after TxDOT approval.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: \$5,415 **FUNDS REQUESTED:** NA

FUND: 13-500-407

EXECUTIVE SUMMARY:

On December 15, staff advertised a Request for Proposal (RFP) for traffic signal controller cabinet wrap art for three new locations within Angleton including: Loop 274 and Plum Street, Business 288 and Magnolia Street, and Highway 35 and Chenango Street.

This is an opportunity to support the aesthetic improvement of the state highway system within Angleton city limits and, also, fulfills goal four, revitalize downtown, objective three, attract arts, entertainment, and specialty retail downtown, of the Strategic Plan adopted by City Council on June 26, 2018. KAB provided staff direction regarding a theme which included Texas Wildflowers, coastal birds, and Texas butterflies, for the RFP. The RFP was advertised on December 15, 2021 and closed on January 18, 2022.

Staff received several submissions from four artists which were evaluated and ranked by KAB members and the Executive Director. Results were compiled and KAB recommended the top three submissions for wrap installation: Blue Jays and Fall Maples by Wendy Delgado, Finding Beauty in the Moment by Joy Chandler, and Cardinal on a Branch by Lauren Luna.

On March 7, KAB approved the following top three submissions for wrap installation.

RECOMMENDED MOTION:

Staff recommends City Council approve KAB TxDOT traffic controller cabinet wrap art recommendations and authorize the City Manager to execute artist agreements after TxDOT approval.

SUGGESTED MOTION:

I move we approve KAB TxDOT traffic controller cabinet wrap art recommendations and authorize the City Manager to execute artist agreements after TxDOT approval.

CITY OF ANGLETON, TEXAS
CONTRACT FOR THE DESIGN OF A TRAFFIC SIGNAL BOX PUBLIC ART WRAP

This Contract (“Contract”) is made between the City of Angleton, a Texas municipal corporation, (“City”), and Lauren Luna, (“Artist”), providing for an art wrap design for a traffic signal box for the City. The foregoing parties are herein collectively referred to as “Parties” and individually referred to as a “Party”. The purpose of this agreement is to set forth the terms for selected art to be used on display in the public and in particular for wraps on traffic signal boxes. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Definitions. In this contract:

Work means the art and design for a traffic signal box art wrap, the design to be created by the Artist and provided to the City for fabrication and installation on a traffic signal control box/cabinet in the City, as described in the proposal provided by the Artist, attached to this Contract as Exhibit A (hereinafter, the “Proposal”).

Wrap means a traffic signal box art wrap displaying the Work that has been fabricated by and installed on a traffic signal control box/cabinet by the City.

2. Effective Date. This Contract will be effective as of the latest of the dates signed by the Parties (“Effective Date”).

3. Artist’s Obligations.

- (a) Artist will create and provide to the City the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- (b) Artist will provide the Work to the City in a digital format.
- (c) Artist grants an irrevocable license for the use of the Work to the City, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

4. City’s Obligations.

- (a) The City will provide credit to the Artist and a copyright notice substantially in the following form: Copyright © [Lauren Luna] [2022]. This credit may be included on the City website next to a digital copy of the Wrap. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

- (b) The City will fabricate and install any traffic signal box art wraps displaying the Work, and pay all costs associated with the fabrication and installation, however, the City is not obligated hereunder to use the Work on any traffic signal box art wraps.

5. Compensation.

- (a) The City will pay the Artist a total one-time payment of two hundred and fifty dollars (\$250.00), upon the Effective Date of this Contract.
- (b) This amount, as specified in Subsection 5(a) above, is the only compensation to be paid by the City and the payment is intended to cover all of Artist's costs associated with the Work including, but not limited to, Artist's design fee, project documentation, and any other costs associated with the creation of the Work, including the irrevocable license granted to the City.

6. Final Design.

- (a) Artist submitted her Proposal pursuant to a request for proposals seeking to commission traffic signal box art wraps suitable for fabrication and installation on traffic signal control boxes/cabinets in the City. The Proposal included a proposed concept or concepts for the traffic box art wrap(s) instrumental in the City selecting the Artist for this project.
- (b) Upon execution of this Contract, Artist will undertake the preparation of the final concept for the Work (the "Final Design").
- (c) Artist will provide the Final Design to the City for review and final approval and acceptance within three (3) business days of the Effective Date of this Contract. Within three (3) business days after receipt of the Final Design from Artist, the City will notify the Artist, in writing: (1) of the City's approval and acceptance of the Final Design; or (2) if the City requires any revisions to the Final Design in order to comply with the Proposal, or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- (d) Upon the City's approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the City, and is subject to any Copyright rights retained by Artist.

- 7. Fabrication and Installation.** After approval of the Final Design, the City may fabricate and install traffic box art wraps displaying the Work in substantial conformity with the
- CONTRACT FOR TRAFFIC BOX ART WRAP/Page 2

Final Design. As part of the license granted to the City under this Contract, the City is expressly authorized to use the Work to fabricate and install an unlimited number of additional traffic box art wraps.

8. Warranties of Title. Artist represents and warrants that:

- (a) The Work is solely the result of the artistic effort of the Artist and Artist is the sole author, as that term is used in the United States Copyright laws, of the Work. Artist further represents that it will be the sole author, as that term is used in the United States Copyright laws, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;
- (b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- (c) The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- (d) Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- (e) Upon payment to the Artist by, and delivery of the Work to, the City, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever;
- (f) All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- (g) Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the City, its successors, and assigns;
- (h) Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence;

9. Wrap Duration, Repair; Removal; Replacement. A Wrap is expected to have a lifespan of five (5) to seven (7) years. A Wrap will be removed by the City after 5 to 7 years, depending on its condition, in the City's sole discretion. The City will have the right to remove, repair, or replace any Wrap, as needed, in the City's sole discretion.

10. Wrap Maintenance. The City will be responsible for maintenance and conservation of any Wrap, for so long as the Wrap remains in use. The City will have the right, in its sole discretion, and without Artist's input or approval, to determine the appropriate method of maintenance.

11. Term of Contract & Survival of Obligations. The Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until approval and acceptance of the Final Design by the City under Subsection 6(c) above, but in no event will extend beyond a period of one year. All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to granting an irrevocable license to the City, warranty, indemnification, limitation of liability, and keeping addresses for notice current, shall survive the expiration or termination of this Contract.

12. Termination.

- (a) The City may terminate this Contract during its term at any time for any reason by giving written notice to Artist not less than three (3) business days prior to the termination date.
- (b) Termination of this Contract will not terminate the license, or any other rights granted to City.

13. Liability and Indemnity.

- (a) ARTIST HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY

DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

(1) **ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.**

14. Title. Title to the Work subject to Section 15 of this Agreement is exclusively and irrevocably licensed to the City upon the City's approval and acceptance of the Final Design.

15. Copyright Ownership.

(a) Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the exclusive license granted to the City, its successors and assigns, and the tangible ownership rights of the City in the Work, Artist will have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the City, its successors, and assigns, may take reasonable steps to conserve or maintain the Work in its original form upon prior consultation with the Artist.

(b) The requirements and obligations in this Section 15 will survive termination or expiration of the Contract.

16. Covenant; License; Reproduction Rights.

(a) In view of the intention that the final Work will be unique, Artist on behalf of itself and its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will survive termination or expiration of the Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the exact composition of the Work.

(b) Artist grants to the City, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, additional Wraps, photographs and digital reproductions of the Work for inclusion in the City of Angleton's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic, online media. The City may include information about the Work and Artist on other plaques or materials and in other information as determined by the City.

(c) All reproductions by the City will contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Lauren Luna], [2022].

(d) Artist will use the Artist's best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: "an original Work commissioned by and in the public art collection of the City of Angleton."

(e) Artist will, at Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Work in the Artist's name.

(f) If the City wishes to make reproductions of the Work for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.

(g) Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

17. Artist's Waiver Under 17 U.S.C. §106A.

(a) Scope of Waiver. Artist's waiver applies to the Work described herein.

(b) Uses Covered. This waiver applies to the following uses: any and all applications in which either the attribution right or the integrity right may be implicated.

(c) Waiver. With respect to works enumerated in subparagraph (a) above for uses enumerated in subparagraph (b) above, Artist hereby expressly and forever waives any and all rights arising under 17 U.S.C. § 106A, and any rights arising under United States federal law, the laws of any states within the United States, or the laws of any other country that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, or any other

type of moral right.

18. Assignment and Transfer.

- (a) Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.
- (b) The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.

The City will have the right to assign or transfer the Contract, and any and all of the City's rights and obligations under the Contract, without Artist's consent, if ownership of the Work is transferred.

19. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written instrument signed by both parties.

20. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

21. Waivers. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

22. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist: Lauren Luna
1502 Sawyer Street, Suite 132
Houston, TX 77007
Email: lauren@artistaluna.com

To the City: Chris Whittaker
City Manager
City of Angleton
121 S Velasco
Angleton, TX 77515
Email: cwhittaker@angleton.tx.us

CONTRACT FOR TRAFFIC BOX ART WRAP/Page 7

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

23. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Brazoria County, Texas.

24. Compliance with Laws. Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and its services under this Contract.

25. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Artist's Additional Contract Documents:

A. Lauren Luna's Traffic Box Art Wrap Project Proposal (___ pages).

Exhibit B. City's Additional Contract Documents:

B. City of Angleton Request for Proposal – Traffic Box Art Wrap Project (9 pages)

[Signature Page Follows]

**CITY OF ANGLETON, a Texas
municipal corporation**

**Lauren Luna
Artist**

Jason Perez, Mayor

Date: _____

By: _____, Artist

Date: _____

ATTEST:

Frances Aguilar, City Secretary

EXHIBIT A-1

Lauren Luna's Traffic Box Art Wrap Project Proposal

Education

2012 Masters of Fine Arts, Academy of Art University, San Francisco, CA

2004 Masters of Science, Manhattan College, Riverdale, NY

2000 Bachelors of Fine Art, Kent State University, Kent, Ohio

Awards

2020 City of Houston Proclamation of "Lauren Luna Day"

2020 Houston First *Art in the Sky* Winner

2018 Pearland Art League People Choice Award for Best In Show- Pearland, Texas

2016 Pearland Art League 2nd Place- Pearland Texas

2015 Congressional Record; House of Representatives, 114th Congress, Austin, Texas

2015 Pearland Art League Best In Show-Pearland, Texas

2014 Margot Siegel Design Award, Goldstein Museum of Design, Minneapolis, Minnesota

2012 Scion's Top 50 Entrepreneur, Los Angeles, California

Solo Exhibitions

2020 *Urban Playground*, Bisong Gallery, Houston, Texas

2017 Featured Artist, Friendswood Public Library, Friendswood, Texas

2010 *The State of Our (un)Union*, KIACA Gallery, Columbus, Ohio

2000 *On the Outside Looking In* Senior BFA Show, Sculpture Gallery, Kent Ohio

2000 *Where Ya From?* Snaps and Taps, Columbus, Ohio

1999 *Little of This, Little of That* Snaps and Taps, Columbus, Ohio

Select Group Exhibitions

2017-current *Bayou City Art Festival*, Houston, TX

2016 *yART Sale*, BlueOrange Gallery, Houston, TX

2016 *Chocolate and Art*, Spring Street Studios, Houston, TX

2015 *Houston on Fire*, Houston Fire Museum, Houston, TX

2015 *Fusion of the Arts*, Pearland Art League, Pearland, TX

2015 *Dark Matter: An Art Show of Science and Civil Rights*, Mother Dog Studios, Houston, TX

2014 Galveston Art Walk Featured Artist, Affaire d' Arte, Galveston, TX

2013 *Stepping Into the Limelight*, GRASSI Museum for Applied Arts, Germany

2012 *Body Awareness*, Stark Naked Theatre, Houston, TX

2012 *You'll Find This Offensive*, Red Door Space, Pittsburg, PA

2012 *The Faces of Color*, Performing Arts Center, Bethune-Cookman Univ. Daytona Beach, FL

2011 *Artopia*, Winter Street Studios, Houston, TX

2011 *Via Colori*, Houston, TX

2011 *The Many Faces of Nico*, War'haus Gallery, Houston, TX

2011 *Introducing the New Members of Montrose Art Society*, Caroline Collective, Houston, TX

2009 *Columbus-The Crossroads to Ohio*, James A. Rhodes State Office Tower, Columbus, Ohio

2009 *Via Colori*, Pearl Alley, Columbus, Ohio

2009 *TrU-Rrt*, Kiaca Gallery, Columbus, Ohio

- 2008 *Passing the Torch*, James A. Rhodes State Office Tower, Columbus, Ohio
- 2008 *Art of Democracy: Farewell to the Wasteland*, Ball State University, Muncie, IN
- 2008 *Art of Politics*, BoMa, Columbus, Ohio
- 2008 *Red Chair Art Affair*, Columbus Museum of Art, Columbus, Ohio
- 2008 *Salon Show*, Terra Gallery, Columbus, Ohio
- 2008 *One Night: High*, Ohio Art League, Columbus, Ohio
- 2008 *Inside the Artist's Studio*, Mahan Gallery, Columbus, Ohio
- 2008 *Rhythm of Art*, Terra Gallery, Columbus, Ohio
- 2008 *Movement, Color and Light*, Agni Gallery, New York, New York
- 2008 *Age of Aquarius*, Butler Art Center, Butler, Pennsylvania
- 2001 *Founders & Friends* Exhibition, Cinque Gallery, New York, New York
- 2001 *Roots and Wings*, Cinque Gallery, New York, New York
- 2000 *Stewart Art Show*, Stewart Hall, Kent, Ohio
- 2000 *From Roots to Recovery*, Music Listening Center, Kent, Ohio
- 2000 *Cold Exchange*, Millworks Gallery Inc, Akron, Ohio
- 2000 *Express Yourself*, Stark State College Of Technology, Canton, Ohio
- 2000 *When Harlem was in Vogue*, Uumbaji Gallery, Kent, Ohio
- 1999 *Variations and Perspectives*, Uumbaji Gallery, Kent, Ohio
- 1999 *Xposure*, Uumbaji Gallery, Kent, Ohio

Permanent Collections/Public Installations:

- City of Houston-Houston, Texas
- City of Angleton- Angleton, Texas
- City of Sugarland. Sugarland, Texas
- KHOU Houston, Texas
- Camden Travis St. Apartments, Houston, Texas
- Mark Twain Elementary, Alvin, Texas
- Goldstein Museum of Design, Minneapolis, Minnesota
- KIACA Gallery, Columbus, Ohio
- Cinque Gallery, New York, New York

Media Coverage

- 2021 *Art & Reopening* The Isaiah Factor
- 2020 BSA & Art Association Bring Artist Lauren Luna to Campus for Speaker Event, *UHCL The Signal*
- 2020 In the Age of Coronavirus, Street Chalk Event Goes Viral, *Houston Chronicle*
- 2019 A Local Artist Draws Up an Opportunity For Minorities In The Arts, *KHOU 11*
- 2019 Bayou City Art Festival Features Art From Around the World, *ABC13*
- 2019 Fulfilling dreams: Houston Painter Using Art Show to Fund Scholarship, *The Leader News*
- 2018 Bayou City Guest Artists, *Houston Life KHOU*
- 2015 Mark Twain Art Teacher Claims Top Award in Recent Show, *Alvin Advertiser*



1. KHOU Mural
Lauren Luna
40" x 36"
2018
Oil that was put on vinyl



2. NOLA Mural
Lauren Luna
8' x 10'
Acrylic
2018



3. Sugarland Mural
Lauren Luna
5'x3.5'x2'
Colored pencil put on vinyl
2018



4. Spongebob Mural
Lauren Luna
8' x 10'
Acrylic



5. Straighten Up Mural
Lauren Luna
2' x 10'
Acrylic
2019



6. Midtown Chalk Mural
Lauren Luna
8' x 22'
Chalk Pastel
2019



7. Houston Cars
 Lauren Luna
 10' x 10'
 Chalk Pastel
 2019



8/9. Be Someone Mural
 Lauren Luna
 12' x 36'
 Acrylic & Latex
 2021



10. Heads & Tails
Lauren Luna
17' x 11'
Acrylic & Latex
2021

LAUREN LUNA

1502 Sawyer St. #113.

Houston, TX 77007

832-713-7217

lauren@artistaluna.com

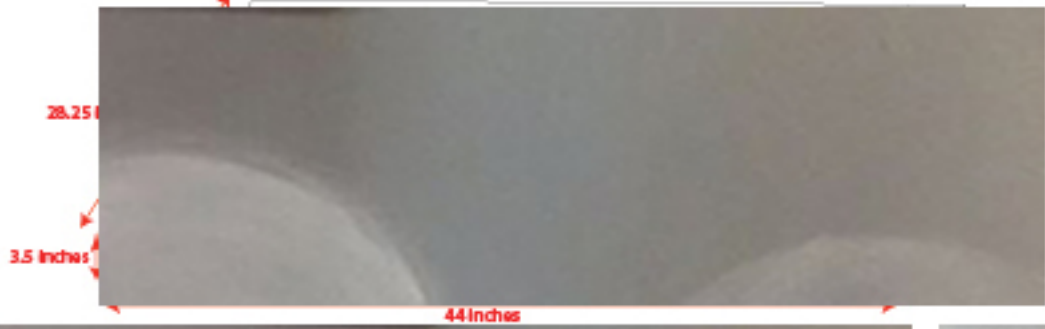
<http://www.artistaluna.com>

My name is Lauren Luna and I am wishing to be chosen as one of the artists for your beautification project. I believe that my experience, professionalism, and the high quality of my work will bring the ideal aesthetic to the new project. I have been practicing as a professional artist for more than twenty years and have worked very hard of achieving my goal of being a full time artist.

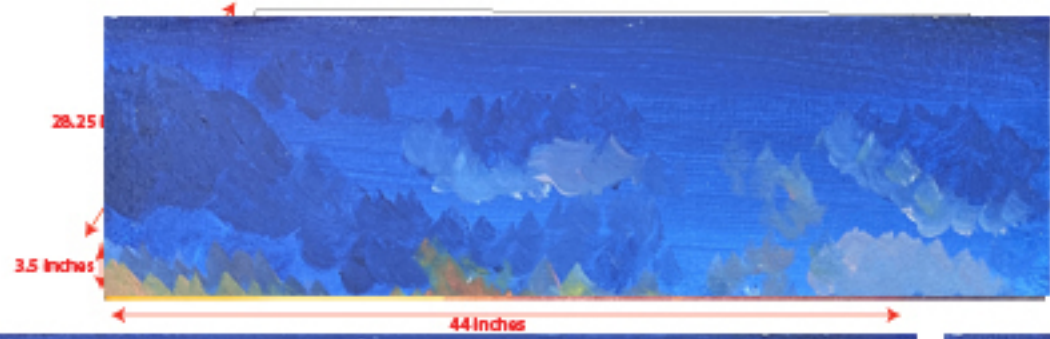
Relocating ten years ago to Houston from Columbus, Ohio in pursuit of my goal, I finished my Masters Degree in Fine Arts in 2012 focusing on painting. During that time and since, I have been able to achieve my dream; teaching elementary art in Alvin ISD and college level art classes at Alvin, San Jacinto and Lone Star Community Colleges. I also participate within Houston's art community, at local art festivals such as Midtown Art in the Park and Bayou City Art Festival. I also have had the pleasure of presenting the honorable Sylvester Turner with a painting at the Pinnacle Awards on behalf the Greater Houston Black Chamber of Commerce.

I am excited at the possibility to design a third box for Angleton. In 2012, I completed a 22 ft. wall installation at the school building where I was employed. The mosaic, made in memorandum of past teachers who had recently passed away, was made of colored glass. I was assisted by my afterschool art club with the assemblage of the wall mosaic. Following my direction, we installed a scene that had three open books with the deceased teachers' names, two rainbows connecting the books and multicolored flowers that sprung up all along the bottom border of the mosaic. On the top border included the zig zag pattern that was reminiscent of the old building that this one had replaced. Working during my lunch, planning period and afterschool, from conception to completion took about six months. That spring, our school did a dedication to the families of the departed teachers, also receiving publicity in the local paper.

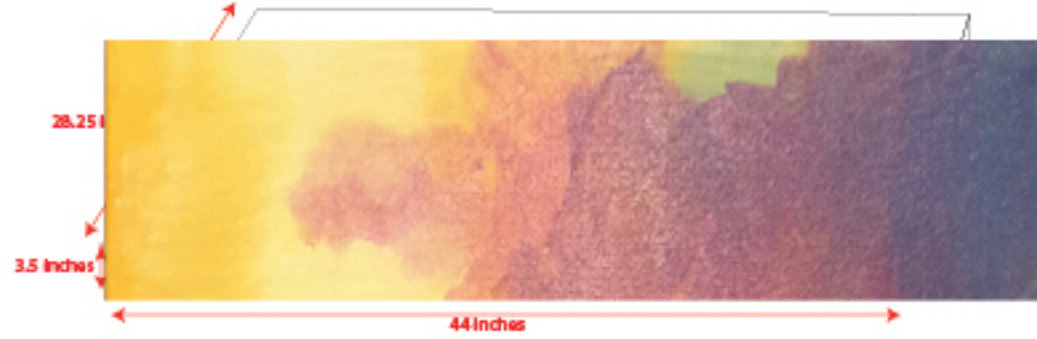
I feel if I was chosen to be the artist to design a traffic box, I would be able to assist in the city's goal of adding art to the area. I am a good candidate for this project and meet all requirements. I am not currently under any other contracts nor have any family relatives in City Hall or City Council.



* Drawing may not be to scale



* Drawing may not be to scale



* Drawing may not be to scale

Ohio native Lauren Luna, known as Houston's City Painter, has established herself as a Houstonian devoted to improving the quality of life of the citizens of Houston, Texas. Through her tenure as a teacher of art to elementary, middle, and collegiate students, to her participation in various Houston art events such as Bayou City Art Festival and the famed Via Colori, leading to her murals, and other work being showcased everywhere from billboards to outside of KHOU studios, and culminating in the establishment of the D.R.E.A.M. Affect Foundation and correlating D.R.E.A.M. Art Scholarship, Lauren has worked tirelessly to promote art across the City of Houston as a means to improve the lives of the city's residents in accordance with the vision and goals set forth by the Mayor himself, the Honorable Sylvester Turner.

As a public school and community college instructor in the Houston area, Lauren Luna has helped thousands of students deepen their love and appreciation for the fine arts, nurtured and mentored hundreds more, and set countless individuals on the path to artful endeavors themselves. Her passion for art has been transmitted to every student whom she has taught in a transformative way and she continues to train, inspire, and cultivate those creative souls.

Outside of the classroom, Lauren Luna has dedicated herself to the Art community of the City of Houston, endeavoring to raise awareness of the need for more formally trained artists of color through the creation of the D.R.E.A.M. Affect Foundation, raising thousands of dollars to support young artists of color in their pursuit of a college education terminating in a degree in Fine Arts. Lauren participates in every major art event in Houston, to spread her vision of creating opportunities and a future in Art for aspiring artists of color.

EXHIBIT B-1

City of Angleton Request for Proposals – Traffic Box Art Wrap Project

(See Attached)



REQUEST FOR PROPOSALS

CITY OF ANGLETON

TRAFFIC CONTROLLER CABINET ART WRAP PROJECT
NO. P-20220118



Invitation

The City of Angleton is seeking artists to aesthetically treat utility infrastructure throughout the community. Artists will be commissioned to transform traffic signal controller cabinets in Angleton from functional infrastructure into colorful and inspired works of art.

The City of Angleton will accept responses to the RFP until 2:00 p. m. on Tuesday, January 18, 2022, at the following address:

Attention: Office of the City Secretary
City of Angleton – City Hall
121 South Velasco Street Angleton, TX 77515

If you have any questions regarding the Request for Proposals contact:

Kyle Livesay
Assistant Director of Parks and Recreation
979-849-4364 ext.5104
klivesay@angleton.tx.us

Background

The City of Angleton, with input from the Keep Angleton Beautiful Board, will select up to three artists and artist teams to develop designs for signal boxes in Angleton. Artists will submit digital files that can be fabricated into vinyl wraps. Signal box locations include areas along Loop 274/Plum St, Business 288/Magnolia St, and HWY 35/Chenango St. The Keep Angleton Beautiful Board will determine the specific location of each artwork.

Eligibility

The specific goals of the project include the following:

- Artists, students, schools, and community organizations are encouraged to apply.
- This opportunity is limited to Angleton-area, and regional artists (living/working within 70-mile radius of Angleton, Texas).
- Artists who apply in teams will have the opportunity to work collaboratively on their design. All artists contributing to a team project will receive equal recognition for their artistic input but will need to divide the \$250 stipend amongst themselves as they desire.
- Staff members, board members, advisory board members, City Council members and/or family members of City of Angleton are ineligible to apply.

Artwork Location

Traffic cabinets to be wrapped are located along Loop 274/Plum St, Business 288/Magnolia St, and HWY 35/Chenango St. The Keep Angleton Beautiful Board will assign specific traffic cabinet locations to selected artist designs.

Traffic Box locations include:

- Loop 274/Plum St
- Business 288/Magnolia St
- HWY 35/Chenango St

Duration

Wraps will be removed after 5 -7 years depending on condition. They may be removed at any time at the discretion of the City of Angleton.

Scope of Work

The scope of work will be finalized once an artist is selected. The proposed Scope of Services is not intended to be a detailed scope of work that will be required as part of the final agreement but is intended to provide general information to firms wishing to submit proposals. The City of Angleton will negotiate the detailed Scope of Services with the artist should the organization elect to proceed with the project. The selected, qualified artist will be retained to work with Keep Angleton Beautiful commission members and city staff. Artists should submit via [www. publicartist.org](http://www.publicartist.org) the following items:

1. **Resume and/or Biography/Artist Statement:** A current résumé that outlines your professional accomplishments as an artist. If applying as a team, please submit a resume for each artist, with the lead artist's resume first. If you select to submit a biography/artist statement, please do not exceed 500-word maximum.
2. **Letter of Intent:** Include a description of how the artist or artist team meets the criteria listed in the RFP. Please do not exceed 500-word maximum.
3. **Work Examples/Digital Images.** Digital images of 3-5 previously completed artworks that were commissioned or acquired as public art. If you have no previous works commissioned/acquired, please include relevant work samples.
4. **Image list:** Include artist, title, year completed, dimensions, material, and budget or price (as applicable) for each image selected in your portfolio.
5. **Design for traffic box wrap will be put into a template:** Designs must fit on a large template that is sized for a 54-inch traffic box. This requires the submission to be large, or about 1200dpi, if printed or scanned. Angleton requests art be submitted in Ai format, or PDF that can be opened in Adobe Illustrator. Please do not submit hard copies.

Submission Guidelines & Design Considerations

- In the creation of designs, please carefully consider the sample template provided at the last page this document. Designs must conform to the shape of the attached template. Actual size of traffic boxes may vary. Selected artists should be prepared to coordinate with the City of Angleton and the Keep Angleton Beautiful Board to finalize the design.
- The art may be a new original piece or an existing work of the artist but may not be on display in other public art programs. This does not include ongoing gallery exhibitions.
- The art may be representational or abstract, but may not contain advertising, religious art, sexual content, negative imagery, or convey political partisanship.
- The Art must Follow the Keep Angleton Beautiful Proposed theme of Texas Wildflowers, Texas birds, or butterflies.
- Due to the heat sensitivity of the electronics contained within the utility boxes, artists are discouraged from using very dark color palates in their designs.
- Submitted designs must illustrate original artwork.
- All submissions must be provided as a digital graphic design.
- Artists may submit up to (3) designs for consideration.

Required Completion of Applicable Attachments:

- Attachment A – Traffic Controller Box Locations
- Attachment B – Traffic Controller Box Measurements
- Attachment D – References
- Attachment E – Conflict of Interest Questionnaire (Last two pages)

Evaluation and Selection Criteria

Criteria used to select artwork include but are not limited to appropriateness of art to the community, aesthetic quality, quality of previous work, commitment to carrying out the project, references, site suitability, and a complete application.

Percent Component

25	Appropriateness of the art to the community
25	Aesthetic quality
20	Quality of previous work
10	Commitment to carrying out the project
10	Recommendation letters
5	Site Suitability
5	Additional Factors: Application completed as specified.

Additional Information

Completed artwork will become a part of the City of Angleton's Public Art collection and will be owned by the City. Selected artists will sign an agreement with the City of Angleton.

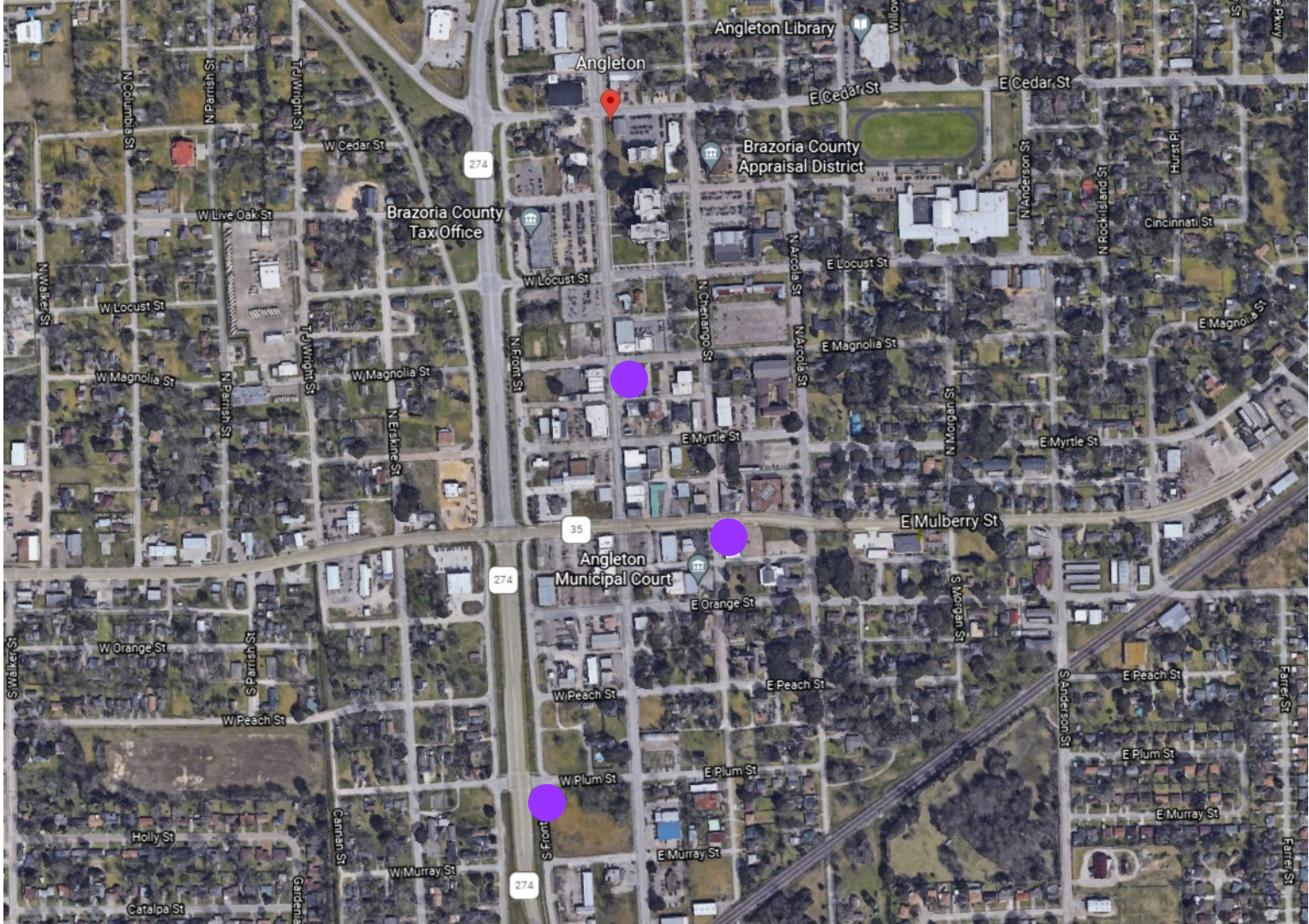
Preliminary Project Schedule

The following tentative schedule is anticipated for selection, contract negotiations and contract award.

Task	Start
RFP Issue Date	Dec 14, 2021
Proposal Submittal Deadline	Jan 18, 2022
KAB Review	Jan 31-Feb 4, 2022
KAB Recommendation	Feb 14, 2022
TXDOT Approval	Feb 21, 2022
City Council Approval	Feb 22, 2022
Artist Notified	Mar 8, 2022
Wrap Installation	March – May 2022

Attachment A – Traffic Controller Box Locations

- Loop 274/Plum St
- Business 288/Magnolia St
- HWY 35/Chenango St



CITY OF ANGLETON, TEXAS
CONTRACT FOR THE DESIGN OF A TRAFFIC SIGNAL BOX PUBLIC ART WRAP

This Contract (“Contract”) is made between the City of Angleton, a Texas municipal corporation, (“City”), and Joy Chandler, (“Artist”), providing for an art wrap design for a traffic signal box for the City. The foregoing parties are herein collectively referred to as “Parties” and individually referred to as a “Party”. The purpose of this agreement is to set forth the terms for selected art to be used on display in the public and in particular for wraps on traffic signal boxes. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Definitions. In this contract:

Work means the art and design for a traffic signal box art wrap, the design to be created by the Artist and provided to the City for fabrication and installation on a traffic signal control box/cabinet in the City, as described in the proposal provided by the Artist, attached to this Contract as Exhibit A (hereinafter, the “Proposal”).

Wrap means a traffic signal box art wrap displaying the Work that has been fabricated by and installed on a traffic signal control box/cabinet by the City.

2. Effective Date. This Contract will be effective as of the latest of the dates signed by the Parties (“Effective Date”).

3. Artist’s Obligations.

- (a) Artist will create and provide to the City the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- (b) Artist will provide the Work to the City in a digital format.
- (c) Artist grants an irrevocable license for the use of the Work to the City, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

4. City’s Obligations.

- (a) The City will provide credit to the Artist and a copyright notice substantially in the following form: Copyright © [Joy Chandler] [2022]. This credit may be included on the City website next to a digital copy of the Wrap. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

- (b) The City will fabricate and install any traffic signal box art wraps displaying the Work, and pay all costs associated with the fabrication and installation, however, the City is not obligated hereunder to use the Work on any traffic signal box art wraps.

5. Compensation.

- (a) The City will pay the Artist a total one-time payment of two hundred and fifty dollars (\$250.00), upon the Effective Date of this Contract.
- (b) This amount, as specified in Subsection 5(a) above, is the only compensation to be paid by the City and the payment is intended to cover all of Artist's costs associated with the Work including, but not limited to, Artist's design fee, project documentation, and any other costs associated with the creation of the Work, including the irrevocable license granted to the City.

6. Final Design.

- (a) Artist submitted her Proposal pursuant to a request for proposals seeking to commission traffic signal box art wraps suitable for fabrication and installation on traffic signal control boxes/cabinets in the City. The Proposal included a proposed concept or concepts for the traffic box art wrap(s) instrumental in the City selecting the Artist for this project.
- (b) Upon execution of this Contract, Artist will undertake the preparation of the final concept for the Work (the "Final Design").
- (c) Artist will provide the Final Design to the City for review and final approval and acceptance within three (3) business days of the Effective Date of this Contract. Within three (3) business days after receipt of the Final Design from Artist, the City will notify the Artist, in writing: (1) of the City's approval and acceptance of the Final Design; or (2) if the City requires any revisions to the Final Design in order to comply with the Proposal, or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- (d) Upon the City's approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the City, and is subject to any Copyright rights retained by Artist.

- 7. Fabrication and Installation.** After approval of the Final Design, the City may fabricate and install traffic box art wraps displaying the Work in substantial conformity with the
- CONTRACT FOR TRAFFIC BOX ART WRAP/Page 2

Final Design. As part of the license granted to the City under this Contract, the City is expressly authorized to use the Work to fabricate and install an unlimited number of additional traffic box art wraps.

8. Warranties of Title. Artist represents and warrants that:

- (a) The Work is solely the result of the artistic effort of the Artist and Artist is the sole author, as that term is used in the United States Copyright laws, of the Work. Artist further represents that it will be the sole author, as that term is used in the United States Copyright laws, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;
- (b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- (c) The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- (d) Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- (e) Upon payment to the Artist by, and delivery of the Work to, the City, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever;
- (f) All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- (g) Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the City, its successors, and assigns;
- (h) Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence;

9. Wrap Duration, Repair; Removal; Replacement. A Wrap is expected to have a lifespan of five (5) to seven (7) years. A Wrap will be removed by the City after 5 to 7 years, depending on its condition, in the City's sole discretion. The City will have the right to remove, repair, or replace any Wrap, as needed, in the City's sole discretion.

10. Wrap Maintenance. The City will be responsible for maintenance and conservation of any Wrap, for so long as the Wrap remains in use. The City will have the right, in its sole discretion, and without Artist's input or approval, to determine the appropriate method of maintenance.

11. Term of Contract & Survival of Obligations. The Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until approval and acceptance of the Final Design by the City under Subsection 6(c) above, but in no event will extend beyond a period of one year. All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to granting an irrevocable license to the City, warranty, indemnification, limitation of liability, and keeping addresses for notice current, shall survive the expiration or termination of this Contract.

12. Termination.

- (a) The City may terminate this Contract during its term at any time for any reason by giving written notice to Artist not less than three (3) business days prior to the termination date.
- (b) Termination of this Contract will not terminate the license or any other rights granted to City.

13. Liability and Indemnity.

- (a) ARTIST HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY

DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

(1) **ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.**

14. Title. Title to the Work subject to Section 15 of this Agreement is exclusively and irrevocably licensed to the City upon the City's approval and acceptance of the Final Design.

15. Copyright Ownership.

(a) Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the exclusive license granted to the City, its successors and assigns, and the tangible ownership rights of the City in the Work, Artist will have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the City, its successors, and assigns, may take reasonable steps to conserve or maintain the Work in its original form upon prior consultation with the Artist.

(b) The requirements and obligations in this Section 15 will survive termination or expiration of the Contract.

16. Covenant; License; Reproduction Rights.

(a) In view of the intention that the final Work will be unique, Artist on behalf of itself and its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will survive termination or expiration of the Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the exact composition of the Work.

(b) Artist grants to the City, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, additional Wraps, photographs and digital reproductions of the Work for inclusion in the City of Angleton's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic, online media. The City may include information about the Work and Artist on other plaques or materials and in other information as determined by the City.

(c) All reproductions by the City will contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Joy Chandler], [2022].

(d) Artist will use the Artist's best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: "an original Work commissioned by and in the public art collection of the City of Angleton."

(e) Artist will, at Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Work in the Artist's name.

(f) If the City wishes to make reproductions of the Work for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.

(g) Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

17. Artist's Waiver Under 17 U.S.C. §106A.

(a) Scope of Waiver. Artist's waiver applies to the Work described herein.

(b) Uses Covered. This waiver applies to the following uses: any and all applications in which either the attribution right or the integrity right may be implicated.

(c) Waiver. With respect to works enumerated in subparagraph (a) above for uses enumerated in subparagraph (b) above, Artist hereby expressly and forever waives any and all rights arising under 17 U.S.C. § 106A, and any rights arising under United States federal law, the laws of any states within the United States, or the laws of any other country that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, or any other

type of moral right.

18. Assignment and Transfer.

- (a) Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.
- (b) The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.

The City will have the right to assign or transfer the Contract, and any and all of the City's rights and obligations under the Contract, without Artist's consent, if ownership of the Work is transferred.

19. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written instrument signed by both parties.

20. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

21. Waivers. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

22. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist: Joy Chandler
16911 Driver Lane
Sugar Land, TX 77498
Email: joyechandler@hotmail.com

To the City: Chris Whittaker
City Manager
City of Angleton
121 S Velasco
Angleton, TX 77515
Email: cwhittaker@angleton.tx.us

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

23. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Brazoria County, Texas.

24. Compliance with Laws. Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and its services under this Contract.

25. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Artist's Additional Contract Documents:

A. Joy Chandler's Traffic Box Art Wrap Project Proposal (___ pages).

Exhibit B. City's Additional Contract Documents:

B. City of Angleton Request for Proposal – Traffic Box Art Wrap Project (9 pages)

[Signature Page Follows]

**CITY OF ANGLETON, a Texas
municipal corporation**

**Joy Chandler
Artist**

Jason Perez, Mayor

Date: _____

By: _____, Artist

Date: _____

ATTEST:

Frances Aguilar, City Secretary

EXHIBIT A-1

Joy Chandler's Traffic Box Art Wrap Project Proposal

NjoyArt
Joy Chandler
16911 Driver Lane
Sugar Land, TX 77498
713-858-3959
joyechandler@hotmail.com

<https://twitter.com/NjoyartJoy>

City of Angleton

Kyle Livesay
901 S. Velasco
Angleton TX 77515 United States
979-849-4364
klivesay@angleton.tx.us

Mr. Livesay,

I am excited for the opportunity to collaborate with the City of Angleton once again by submitting a proposal for your Keep Angleton Beautiful Traffic Box Wrap Art Project #3. I am honored and grateful to be an artist selected in the first two processes of the Beautification of Angleton.

I am pleased to submit three more art pieces for your consideration in the Traffic Signal Controller Cabinet Wraps for the City of Angleton Project #3 2022.

They are as follows:

1. "Finding Beauty in the Moment"-This mixed media piece shows a trio of red ibis taking it all in and enjoying their habitat.
2. "Time Traveller"-This mixed media piece shows a Dragonfly captured in a moment in time. He has travelled through time and space to reach this particular destination.
3. "Keeping Watch"-This mixed media piece shows a male cardinal is on the alert keeping watch over his lifelong mate. I am attaching my proposal for your consideration.

Warm regards,

Joy Chandler
Local Artist, Illustrator, and Art Teacher

Joy Chandler

16911 Driver Lane
Sugar Land, Texas 77498
713-858-3959

joyechandler@hotmail.com

Biography

Being drawn into the moment where an idea comes to life through line, shape and then form is what thrills me as an artist. I love the magic of integrating skill and interpreting my environment as I see it. I graduated with a BFA in Graphic Design from Lamar University and currently teach Art at Donald Leonetti Elementary.

I enjoy working with a combination of materials like water color, acrylic, colored pencil, pastel, pen and ink, and then allow the process to take over leading me and guiding me to my final product. I start with just exploring a material or medium and then add to it with another material. From nothingness, form begins to appear or I intuitively am led to an idea or image.

I am an illusionist, an observer of life, a life long learner, an innovator, a scientist, a teacher...I am an artist who thrills at the moment my viewer is drawn to my canvas or paper and thinks, "How did she do that?" or "What a neat view point!"

Education:

1988 Lamar University Bachelor of Fine Arts in Graphic Design

Honors & Awards:

2015 Teacher of the Year FBISD Teacher of the Year Sugar Land Middle School

Professional Positions and Affiliations:

Art Teacher, Donald Leonetti Elementary FBISD 2017 - Present

Art Teacher, Sugar Land Middle School FBISD 2011 - 2017

Joy Chandler

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713-858-3959

joyechandler@hotmail.com

Artist Statement

A Study in Line, Space and Planes:

I see line

I see planes

I see peace

I see space

I see time

I see tranquility

I see dimensions

I see healing

Come, let me show you.

I get lost and found...

I get lost and found in my paintings all at the same time. I push past the fear and make a dot...a mark. I push this dot as I see fit all around the paper. I trust my instincts as an Artist and create what wants to be created. When it feels done, I stop. The line comes from nothing and then becomes something I see and recognize. I see and experience the movement over and over. I can be thrilled and elated or extremely disappointed, but I press on knowing this is part of the process. I trust the process. Process in Art reveals ourselves in the raw. It creates a space of safety to grow and heal. So, I move on to the next step applying water, tissue paper, and watercolor. I allow it to flow and be fluid. I am reminded to go with the flow of life. Sometimes geometric shapes form and sometimes it becomes something more dimensional. The balance of light and dark must coincide to help us see the space...to see the dimensions...to see the planes. Once the painting is dry, I see the treasure or surprise. This part is like opening an unexpected gift from a beloved parent, friend, or lover. At this point in the process I get lost in the painting, it calls me, "COME HERE LOOK...What do you see?" I then add color pencil to create more contrast and bring out what I am discovering in it, yet I don't want to overpower the work. I want it to happen naturally, so I allow time to show me my next steps. I get lost again in the ebb and flow and it lulls me into a sense of peacefulness. I think about the beauty of the animal or subject and its place here on earth. I want to draw attention to this beauty to remind us to take care of and respect their space ...their place. After all, we ALL deserve our own space and place in this world.

I have enjoyed this Series on a Study in Line, Space and Planes. It is my hope that the viewer too will get lost and found in my Art. I hope they will come away with a tranquil feeling of wanting to be in that time and space and wanting to discover a little something of their own to take away with them.



Joy E Chandler

Artist, Illustrator, Art Teacher

Experience:

August 2021-

- Published Children's Illustrator • [A Time to Be Kind](#)

Learn more:

https://www.amazon.com/Time-Be-Kind-Nancy-Cartie/dp/B09CRW36BS/ref=sr_1_1?keywords=time+to+be+kind+by&qid=1641911804&sr=8-1

October 2019-

- Published Children's Illustrator • [A Time to Fly: The Story of Annie the Butterfly](#)

Learn more:

https://www.amazon.com/dp/1693907704/ref=cm_sw_em_r_mt_dp_XbTvFbCMNJEF5



16911 Driver Lane
Sugarland TX 77498



713-858-3959



joyechandler@hotmail.com

August 2021-Current

Traffic Light Box Wrap Artist of "Sing to Us" • City of Angelton, Texas

November 2020-Current

Traffic Light Box Wrap Artist of "Ibis" • City of Angelton, Texas

October 2019-Current



Traffic Light Box Wrap Phase 2 • Artist of “Love”, “Monarch Migration”, and “Springtime in Sugar Land” • City of Sugar Land, Texas

June 2018–Current

Traffic Light Box Wrap Phase 1 • Artist of “Sweet Transformation” • City of Sugar Land Texas June 2018–Current

2017-current

**Art Teacher • Donald Leonetti Elementary
• Fort Bend ISD, Sugar Land TX**

2011-2016

**Art Teacher • Sugar Land Middle School
• Fort Bend ISD, Sugar Land TX**

References

Nancy Cartie:
713-724-1668
<https://anniethebutterfly.com/>

Lindsay Davis:
254-718-5821
lindsay@daviscohenart.com

Robert Rivera
832-867-7733
rrivera@nb-USA.net

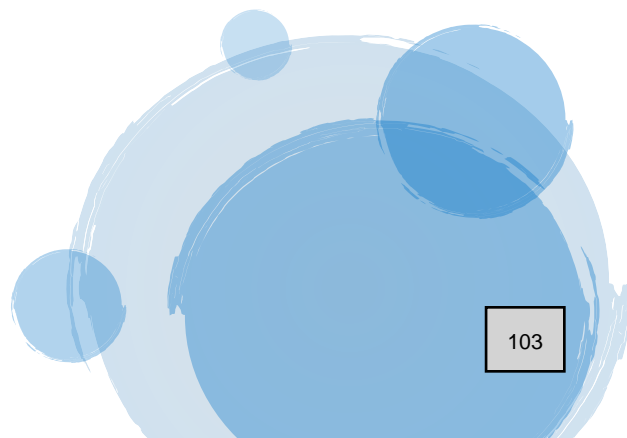
Education

Lamar University, Beaumont, TX

- BFA Graphic Design
- Art Certification
- ESL Certification
- Teaching Certification
- Teacher of the Year, SLMS 2014-2015

Philosophy

- *As an Artist, I look for ways to publicly display and share my personal works and visions with groups and communities.*
- *As an Illustrator, I enjoy illustrating and bringing to life positive messages that authors have written for children.*
- *As an Art Teacher, I share with students an appreciation for art and a different way of looking at our world.*



Joy E Chandler
 16911 Driver Lane
 Sugar Land, TX 77498
 713-858-3959
 joyechandler@hotmail.com

REFERENCES:

Nancy Cartie

Author, School Nurse

A Time to Fly: The Story of Annie the Butterfly

A Time to Be Kind

713-724-1668

<https://anniethebutterfly.com/>

Relationship: I illustrated her book

Megan Mainer

Director of Parks & Recreation

979-849-4364 ext. 4101

www.angleton.tx.us

City of Angleton

121 S. Velasco

Angleton, TX 77515

Relationship: worked with her in conjunction with the City of Angleton Traffic Box Wraps

Lindsay Davis

Coordinator of Traffic Light Box Wraps

Davis Cohen Art

254-718-5821

lindsay@daviscohenart.com

Relationship: worked with her in conjunction with the City of Sugar Land Traffic Box Art

Robert Rivera

Owner

Night Bright USA

832-867-7733

rrivera@nb-USA.net

Relationship: worked with him in conjunction with the City of Sugar Land Traffic Box Wraps

"Finding Beauty in the Moment"

HERE IS A TRIO OF
RED IBIS TAKING IT
ALL IN AND
ENJOYING LIFE IN
THEIR HABITAT.

BY JOY CHANDLER, 9/2020

TRAFFIC BOX

Idea #1



"Keeping Watch"

HERE A MALE
CARDINAL IS ON THE
ALERT KEEPING
WATCH OVER HIS
LIFELONG MATE.

BY JOY CHANDLER, 12/2021

TRAFFIC BOX

Idea #3



"Time Traveller"

HERE IS A
DRAGONFLY
CAPTURED IN A
MOMENT IN TIME. HE
HAS TRAVELLED
THROUGH TIME AND
SPACE TO REACH
THIS PARTICULAR
DESTINATION.

BY JOY CHANDLER, 6/2020

TRAFFIC BOX

Idea #2






NjoyArt with Joy Chandler

PROPOSAL FOR TRAFFIC BOX WRAPS #3 CITY OF ANGLETON

Continuing our journey





Proposal includes:

- Work examples
- Image list and portfolio
- Traffic box ideas

Finding joy in the journey...

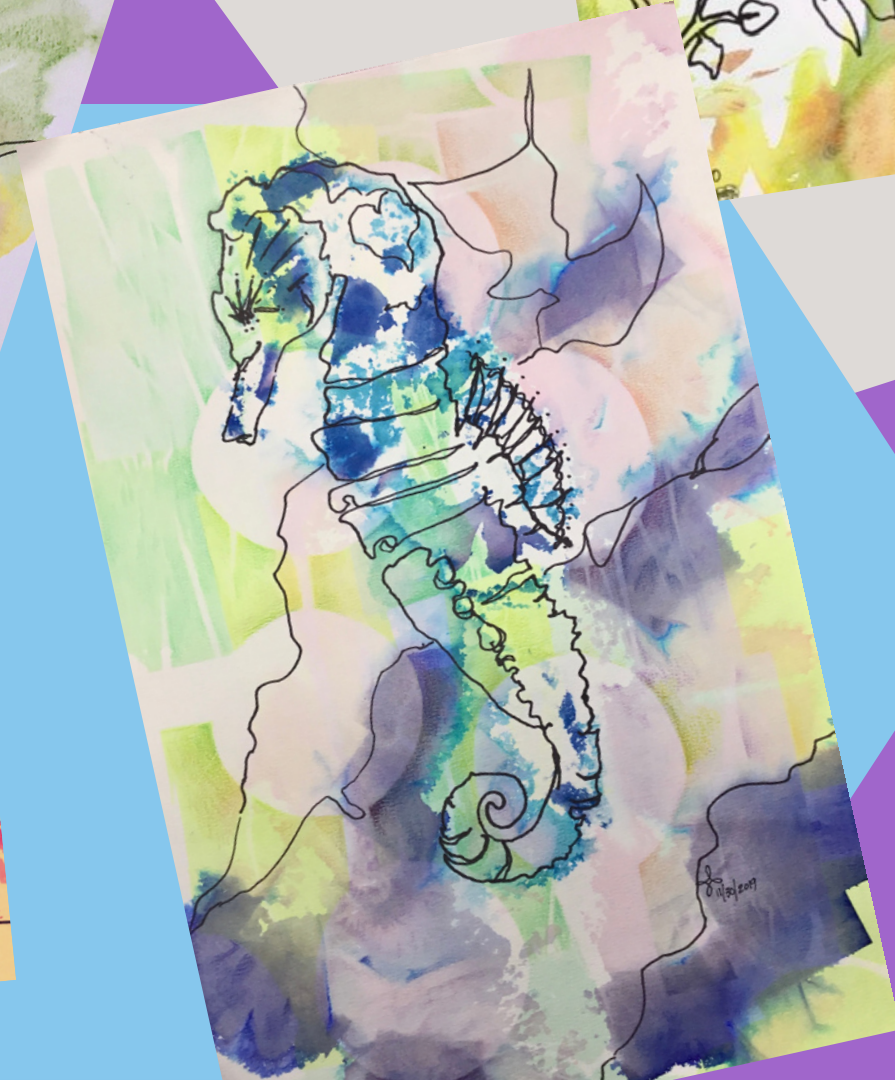
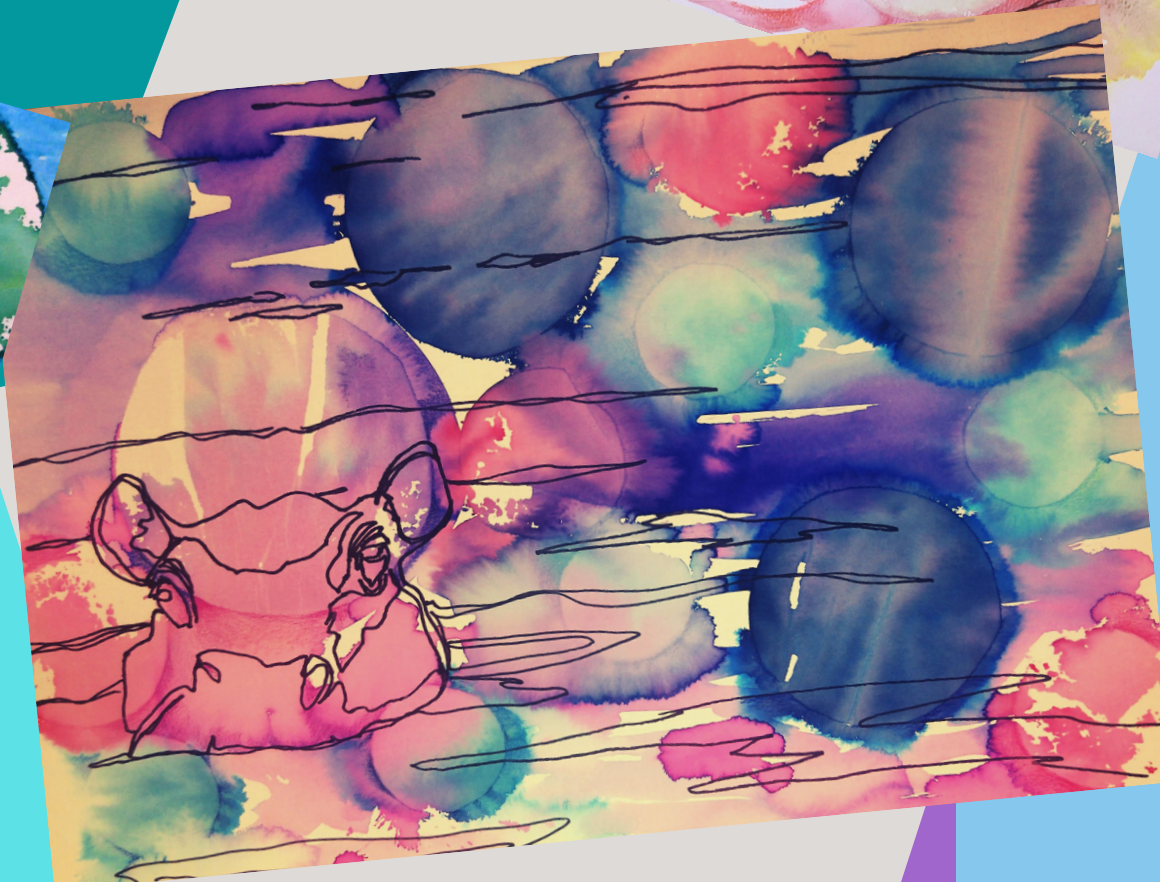
EXPERIENCED
TRAFFIC BOX WRAP
ARTIST

*in the City of
Angleton*

...and in the City of Sugar Land

A study in line...

WITH ATTENTION TO SPACE AND PLANES
A PORTFOLIO BY JOY CHANDLER



"Finding Beauty in the Moment"

HERE IS A TRIO OF
RED IBIS TAKING IT
ALL IN AND
ENJOYING LIFE IN
THEIR HABITAT.

BY JOY CHANDLER, 9/2020

TRAFFIC BOX

Idea #1



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BY JOY CHANDLER, 6/2020

TRAFFIC BOX

Idea #2



"Keeping Watch"

HERE A MALE
CARDINAL IS ON THE
ALERT KEEPING
WATCH OVER HIS
LIFELONG MATE.

BY JOY CHANDLER, 12/2021

TRAFFIC BOX

Idea #3



EXHIBIT B-1

City of Angleton Request for Proposals – Traffic Box Art Wrap Project

(See Attached)



REQUEST FOR PROPOSALS

CITY OF ANGLETON

TRAFFIC CONTROLLER CABINET ART WRAP PROJECT
NO. P-20220118



Invitation

The City of Angleton is seeking artists to aesthetically treat utility infrastructure throughout the community. Artists will be commissioned to transform traffic signal controller cabinets in Angleton from functional infrastructure into colorful and inspired works of art.

The City of Angleton will accept responses to the RFP until 2:00 p. m. on Tuesday, January 18, 2022, at the following address:

Attention: Office of the City Secretary
City of Angleton – City Hall
121 South Velasco Street Angleton, TX 77515

If you have any questions regarding the Request for Proposals contact:

Kyle Livesay
Assistant Director of Parks and Recreation
979-849-4364 ext.5104
klivesay@angleton.tx.us

Background

The City of Angleton, with input from the Keep Angleton Beautiful Board, will select up to three artists and artist teams to develop designs for signal boxes in Angleton. Artists will submit digital files that can be fabricated into vinyl wraps. Signal box locations include areas along Loop 274/Plum St, Business 288/Magnolia St, and HWY 35/Chenango St. The Keep Angleton Beautiful Board will determine the specific location of each artwork.

Eligibility

The specific goals of the project include the following:

- Artists, students, schools, and community organizations are encouraged to apply.
- This opportunity is limited to Angleton-area, and regional artists (living/working within 70-mile radius of Angleton, Texas).
- Artists who apply in teams will have the opportunity to work collaboratively on their design. All artists contributing to a team project will receive equal recognition for their artistic input but will need to divide the \$250 stipend amongst themselves as they desire.
- Staff members, board members, advisory board members, City Council members and/or family members of City of Angleton are ineligible to apply.

Artwork Location

Traffic cabinets to be wrapped are located along Loop 274/Plum St, Business 288/Magnolia St, and HWY 35/Chenango St. The Keep Angleton Beautiful Board will assign specific traffic cabinet locations to selected artist designs.

Traffic Box locations include:

- Loop 274/Plum St
- Business 288/Magnolia St
- HWY 35/Chenango St

Duration

Wraps will be removed after 5 -7 years depending on condition. They may be removed at any time at the discretion of the City of Angleton.

Scope of Work

The scope of work will be finalized once an artist is selected. The proposed Scope of Services is not intended to be a detailed scope of work that will be required as part of the final agreement but is intended to provide general information to firms wishing to submit proposals. The City of Angleton will negotiate the detailed Scope of Services with the artist should the organization elect to proceed with the project. The selected, qualified artist will be retained to work with Keep Angleton Beautiful commission members and city staff. Artists should submit via [www. publicartist.org](http://www.publicartist.org) the following items:

1. **Resume and/or Biography/Artist Statement:** A current résumé that outlines your professional accomplishments as an artist. If applying as a team, please submit a resume for each artist, with the lead artist's resume first. If you select to submit a biography/artist statement, please do not exceed 500-word maximum.
2. **Letter of Intent:** Include a description of how the artist or artist team meets the criteria listed in the RFP. Please do not exceed 500-word maximum.
3. **Work Examples/Digital Images.** Digital images of 3-5 previously completed artworks that were commissioned or acquired as public art. If you have no previous works commissioned/acquired, please include relevant work samples.
4. **Image list:** Include artist, title, year completed, dimensions, material, and budget or price (as applicable) for each image selected in your portfolio.
5. **Design for traffic box wrap will be put into a template:** Designs must fit on a large template that is sized for a 54-inch traffic box. This requires the submission to be large, or about 1200dpi, if printed or scanned. Angleton requests art be submitted in Ai format, or PDF that can be opened in Adobe Illustrator. Please do not submit hard copies.

Submission Guidelines & Design Considerations

- In the creation of designs, please carefully consider the sample template provided at the last page this document. Designs must conform to the shape of the attached template. Actual size of traffic boxes may vary. Selected artists should be prepared to coordinate with the City of Angleton and the Keep Angleton Beautiful Board to finalize the design.
- The art may be a new original piece or an existing work of the artist but may not be on display in other public art programs. This does not include ongoing gallery exhibitions.
- The art may be representational or abstract, but may not contain advertising, religious art, sexual content, negative imagery, or convey political partisanship.
- The Art must Follow the Keep Angleton Beautiful Proposed theme of Texas Wildflowers, Texas birds, or butterflies.
- Due to the heat sensitivity of the electronics contained within the utility boxes, artists are discouraged from using very dark color palettes in their designs.
- Submitted designs must illustrate original artwork.
- All submissions must be provided as a digital graphic design.
- Artists may submit up to (3) designs for consideration.

Required Completion of Applicable Attachments:

- Attachment A – Traffic Controller Box Locations
- Attachment B – Traffic Controller Box Measurements
- Attachment D – References
- Attachment E – Conflict of Interest Questionnaire (Last two pages)

Evaluation and Selection Criteria

Criteria used to select artwork include but are not limited to appropriateness of art to the community, aesthetic quality, quality of previous work, commitment to carrying out the project, references, site suitability, and a complete application.

Percent Component

25	Appropriateness of the art to the community
25	Aesthetic quality
20	Quality of previous work
10	Commitment to carrying out the project
10	Recommendation letters
5	Site Suitability
5	Additional Factors: Application completed as specified.

Additional Information

Completed artwork will become a part of the City of Angleton's Public Art collection and will be owned by the City. Selected artists will sign an agreement with the City of Angleton.

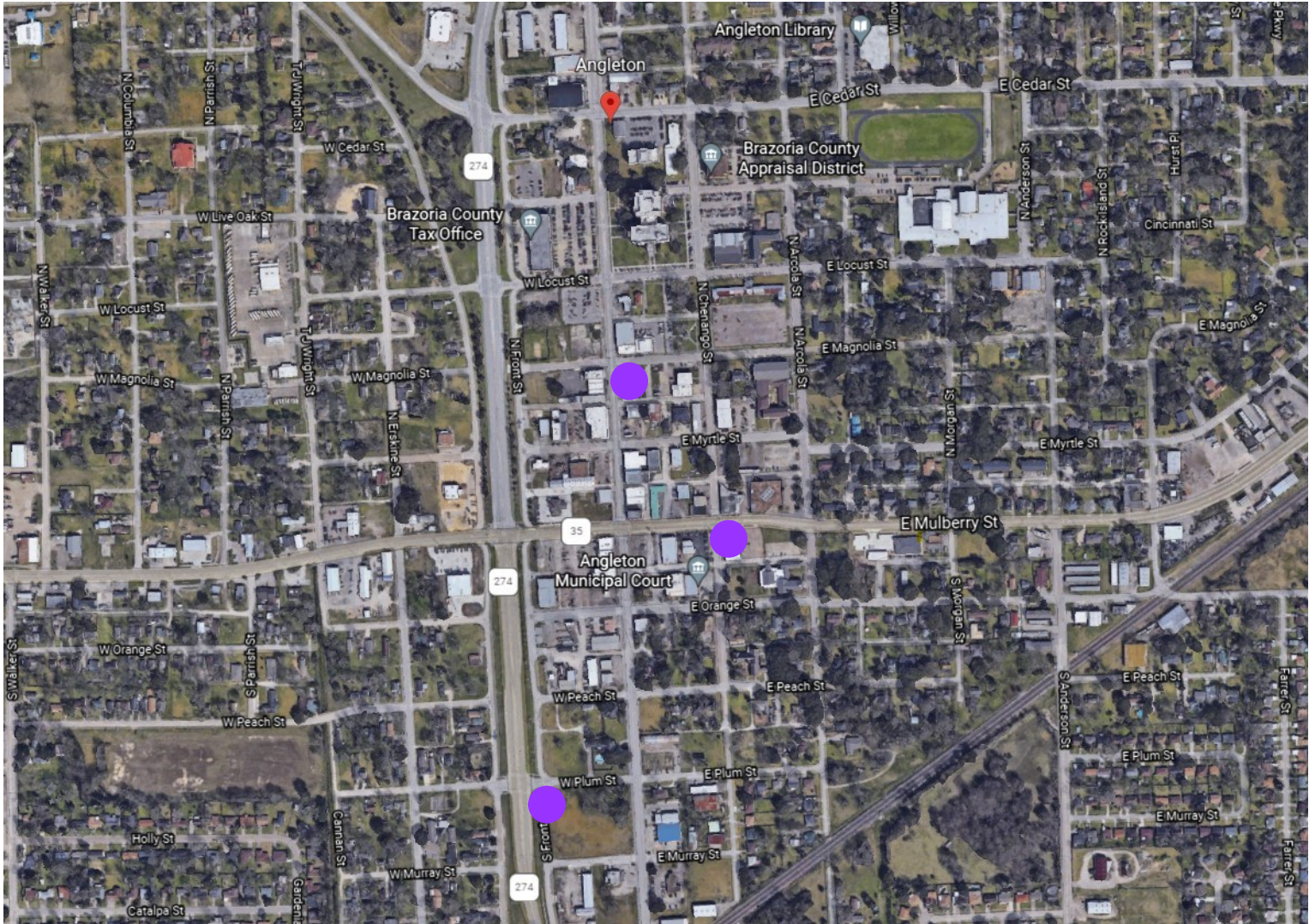
Preliminary Project Schedule

The following tentative schedule is anticipated for selection, contract negotiations and contract award.

Task	Start
RFP Issue Date	Dec 14, 2021
Proposal Submittal Deadline	Jan 18, 2022
KAB Review	Jan 31-Feb 4, 2022
KAB Recommendation	Feb 14, 2022
TXDOT Approval	Feb 21, 2022
City Council Approval	Feb 22, 2022
Artist Notified	Mar 8, 2022
Wrap Installation	March – May 2022

Attachment A – Traffic Controller Box Locations

- Loop 274/Plum St
- Business 288/Magnolia St
- HWY 35/Chenango St



CITY OF ANGLETON, TEXAS
CONTRACT FOR THE DESIGN OF A TRAFFIC SIGNAL BOX PUBLIC ART WRAP

This Contract (“Contract”) is made between the City of Angleton, a Texas municipal corporation, (“City”), and Wendy Delgado, (“Artist”), providing for an art wrap design for a traffic signal box for the City. The foregoing parties are herein collectively referred to as “Parties” and individually referred to as a “Party”. The purpose of this agreement is to set forth the terms for selected art to be used on display in the public and in particular for wraps on traffic signal boxes. For good and valuable consideration, the sufficiency of which is acknowledged by all Parties, the Parties hereby agree as follows:

1. Definitions. In this contract:

Work means the art and design for a traffic signal box art wrap, the design to be created by the Artist and provided to the City for fabrication and installation on a traffic signal control box/cabinet in the City, as described in the proposal provided by the Artist, attached to this Contract as Exhibit A (hereinafter, the “Proposal”).

Wrap means a traffic signal box art wrap displaying the Work that has been fabricated by and installed on a traffic signal control box/cabinet by the City.

2. Effective Date. This Contract will be effective as of the latest of the dates signed by the Parties (“Effective Date”).

3. Artist’s Obligations.

- (a) Artist will create and provide to the City the Work described in this Contract, in conformity with the Proposal and the terms of this Contract.
- (b) Artist will provide the Work to the City in a digital format.
- (c) Artist grants an irrevocable license for the use of the Work to the City, and to make reproductions of the Work for any municipal or public purpose, including but not limited to any publicity the City deems appropriate or beneficial.

4. City’s Obligations.

- (a) The City will provide credit to the Artist and a copyright notice substantially in the following form: Copyright © [Wendy Delgado] [202]. This credit may be included on the City website next to a digital copy of the Wrap. Any reproductions of the Work made by the City will credit the Artist and contain a copyright notice.

- (b) The City will fabricate and install any traffic signal box art wraps displaying the Work, and pay all costs associated with the fabrication and installation, however, the City is not obligated hereunder to use the Work on any traffic signal box art wraps.

5. Compensation.

- (a) The City will pay the Artist a total one-time payment of two hundred and fifty dollars (\$250.00), upon the Effective Date of this Contract.
- (b) This amount, as specified in Subsection 5(a) above, is the only compensation to be paid by the City and the payment is intended to cover all of Artist's costs associated with the Work including, but not limited to, Artist's design fee, project documentation, and any other costs associated with the creation of the Work, including the irrevocable license granted to the City.

6. Final Design.

- (a) Artist submitted her Proposal pursuant to a request for proposals seeking to commission traffic signal box art wraps suitable for fabrication and installation on traffic signal control boxes/cabinets in the City. The Proposal included a proposed concept or concepts for the traffic box art wrap(s) instrumental in the City selecting the Artist for this project.
- (b) Upon execution of this Contract, Artist will undertake the preparation of the final concept for the Work (the "Final Design").
- (c) Artist will provide the Final Design to the City for review and final approval and acceptance within three (3) business days of the Effective Date of this Contract. Within three (3) business days after receipt of the Final Design from Artist, the City will notify the Artist, in writing: (1) of the City's approval and acceptance of the Final Design; or (2) if the City requires any revisions to the Final Design in order to comply with the Proposal, or any other reasons. If agreed upon by all Parties, such revisions will become a part of the Final Design.
- (d) Upon the City's approval and acceptance of the Final Design, the Final Design, and license for its use, will immediately be conveyed to the City, and is subject to any Copyright rights retained by Artist.

- 7. Fabrication and Installation.** After approval of the Final Design, the City may fabricate and install traffic box art wraps displaying the Work in substantial conformity with the
- CONTRACT FOR TRAFFIC BOX ART WRAP/Page 2

Final Design. As part of the license granted to the City under this Contract, the City is expressly authorized to use the Work to fabricate and install an unlimited number of additional traffic box art wraps.

8. Warranties of Title. Artist represents and warrants that:

- (a) The Work is solely the result of the artistic effort of the Artist and Artist is the sole author, as that term is used in the United States Copyright laws, of the Work. Artist further represents that it will be the sole author, as that term is used in the United States Copyright laws, of all artistic works created pursuant to this Contract, including any intermediate works created during the creation of the Work;
- (b) Except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright or the rights of any person;
- (c) The Work (or duplicate thereof) has not been accepted for use, license, or sale elsewhere;
- (d) Artist has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Work or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Contract;
- (e) Upon payment to the Artist by, and delivery of the Work to, the City, that the title transferred to the Work is free and clear of any claims or encumbrances from any source whatsoever;
- (f) All Work created or performed by the Artist under this Contract, including any intermediate works created during the creation of the Work, will be wholly with the Artist and will not infringe upon or violate the rights of any third party;
- (g) Artist has not and will not grant any licenses to the Work, including but not limited to the Work and any intermediate works created during the creation of the Work, other than the exclusive license granted herein to the City, its successors, and assigns;
- (h) Artist has the full power to enter into and perform this Contract and to make the grant of rights contained in this Contract, and Artist created the Work in accordance with all applicable laws, regulations, ordinances, and with all necessary care, skill, and diligence;

9. Wrap Duration, Repair; Removal; Replacement. A Wrap is expected to have a lifespan of five (5) to seven (7) years. A Wrap will be removed by the City after 5 to 7 years, depending on its condition, in the City's sole discretion. The City will have the right to remove, repair, or replace any Wrap, as needed, in the City's sole discretion.

10. Wrap Maintenance. The City will be responsible for maintenance and conservation of any Wrap, for so long as the Wrap remains in use. The City will have the right, in its sole discretion, and without Artist's input or approval, to determine the appropriate method of maintenance.

11. Term of Contract & Survival of Obligations. The Contract is effective as of the Effective Date and, unless terminated earlier pursuant to such provisions in the Contract, will extend until approval and acceptance of the Final Design by the City under Subsection 6(c) above, but in no event will extend beyond a period of one year. All provisions of this Contract that impose continuing obligations on the Parties, including but not limited to granting an irrevocable license to the City, warranty, indemnification, limitation of liability, and keeping addresses for notice current, shall survive the expiration or termination of this Contract.

12. Termination.

- (a) The City may terminate this Contract during its term at any time for any reason by giving written notice to Artist not less than three (3) business days prior to the termination date.
- (b) Termination of this Contract will not terminate the license, or any other rights granted to City.

13. Liability and Indemnity.

- (a) ARTIST HEREBY RELEASES THE CITY AND THE CITY'S ELECTED OFFICIALS, THE RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS, AND REPRESENTATIVES OF THE CITY AND ITS/THEIR SUCCESSORS AND ASSIGNS, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, INDIVIDUALLY AND COLLECTIVELY, (COLLECTIVELY REFERRED TO AS THE "CITY-RELATED PARTIES") FROM, AND SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY-RELATED PARTIES HARMLESS AGAINST, ALL ALLEGATIONS, CLAIMS (INCLUDING WITHOUT LIMITATION CLAIMS OF PERSONAL INJURY, ENVIRONMENTAL INJURY, BODILY INJURY, SICKNESS, DISEASE, DEATH, PROPERTY

DAMAGE, CONSEQUENTIAL DAMAGES, DESTRUCTION, OR OTHER IMPAIRMENT), DEMANDS, LEGAL ACTIONS, EQUITABLE ACTIONS, COSTS (INCLUDING ALL COURT COSTS, REASONABLE ATTORNEYS' FEES, EXPERTS' FEES OR OTHER COSTS INCURRED IN CONNECTION WITH ANY MATTER RELATING TO THE TERMS OF THIS CONTRACT, OR ARE ALLEGED TO HAVE ARISEN FROM, ANY OF THE FOLLOWING:

(1) **ANY INFRINGEMENT OF PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHT CAUSED BY ARTIST.**

14. Title. Title to the Work subject to Section 15 of this Agreement is exclusively and irrevocably licensed to the City upon the City's approval and acceptance of the Final Design.

15. Copyright Ownership.

(a) Subject to the terms of this Contract, including any covenants herein prohibiting the creation of additional works, the exclusive license granted to the City, its successors and assigns, and the tangible ownership rights of the City in the Work, Artist will have and retain all rights to the Work afforded to Artist by the Copyright Laws of the United States. Artist agrees to do and perform all acts necessary to effect and protect the copyright and renewals thereof. However, if necessary, the City, its successors, and assigns, may take reasonable steps to conserve or maintain the Work in its original form upon prior consultation with the Artist.

(b) The requirements and obligations in this Section 15 will survive termination or expiration of the Contract.

16. Covenant; License; Reproduction Rights.

(a) In view of the intention that the final Work will be unique, Artist on behalf of itself and its successors, assigns, and affiliates, covenants, warrants, and agrees that it will not knowingly aid, abet, participate in, assist, authorize, condone, or permit the making, copying, displaying, or selling of any exact duplicate, or two- or three-dimensional reproductions of the final Work, nor will the Artist grant permission to others to do so except with the written permission of the City. This covenant will survive termination or expiration of the Contract. However, nothing herein will prevent the Artist from creating future works in the Artist's manner and style of artistic expression, including works that include design elements similar to the Work, so long as such works do not replicate the exact composition of the Work.

(b) Artist grants to the City, its successors and assigns, an irrevocable, fully transferable, fully sub-licensable, exclusive license to make unlimited two- and three-dimensional reproductions of the Work for non-commercial purposes, including, but not limited to, additional Wraps, photographs and digital reproductions of the Work for inclusion in the City of Angleton's catalogues, books, brochures, website, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic, online media. The City may include information about the Work and Artist on other plaques or materials and in other information as determined by the City.

(c) All reproductions by the City will contain a credit to the Artist and a copyright notice in substantially the following form: Copyright © [Wendy Delgado], [2022].

(d) Artist will use the Artist's best efforts in any public showing or résumé use of reproductions to give acknowledgment to the City in substantially the following form: "an original Work commissioned by and in the public art collection of the City of Angleton."

(e) Artist will, at Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Work in the Artist's name.

(f) If the City wishes to make reproductions of the Work for commercial purposes, including, but not limited to, tee shirts, post cards, and posters, the Parties will execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist will receive, if any.

(g) Third Party Infringement. The City is not responsible for any third-party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

17. Artist's Waiver Under 17 U.S.C. §106A.

(a) Scope of Waiver. Artist's waiver applies to the Work described herein.

(b) Uses Covered. This waiver applies to the following uses: any and all applications in which either the attribution right or the integrity right may be implicated.

(c) Waiver. With respect to works enumerated in subparagraph (a) above for uses enumerated in subparagraph (b) above, Artist hereby expressly and forever waives any and all rights arising under 17 U.S.C. § 106A, and any rights arising under United States federal law, the laws of any states within the United States, or the laws of any other country that convey rights of the same nature as those conveyed under 17 U.S.C. § 106A, or any other

type of moral right.

18. Assignment and Transfer.

- (a) Except as otherwise provided in this Contract, no Party has the right to assign this Contract without the prior written consent of the other Parties.
- (b) The Work and services required of the Artist are sole and personal and will not be assigned, sublet, or transferred. Any attempt by Artist to assign any rights, duties, or obligations arising under this Contract will be void and of no effect unless prior written consent is given by the City.

The City will have the right to assign or transfer the Contract, and any and all of the City's rights and obligations under the Contract, without Artist's consent, if ownership of the Work is transferred.

19. Entire Contract. This Contract represents the entire Contract between the City and the Artist. This Contract may be amended only by written instrument signed by both parties.

20. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

21. Waivers. A waiver of any breach of any of the provisions of this Contract will not be construed as a continuing waiver of other breaches of the same or other provisions.

22. Notices. All notices will be in writing and may be delivered by mail, in person, or by email. Mailed notice is deemed received three days after the date of deposit in the United States mail. Unless otherwise provided in this Contract, all notices will be delivered to the following addresses:

To Artist: Wendy Delgado
7202 Las Brisas Drive
Houston, TX 77083
Email: usagiwasabi@yahoo.com

To the City: Chris Whittaker
City Manager
City of Angleton
121 S Velasco
Angleton, TX 77515
Email: cwhittaker@angleton.tx.us

If any Party changes its mailing or email address it will notify the other Parties in writing of the change, as provided for in this section.

23. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Brazoria County, Texas.

24. Compliance with Laws. Artist must comply with any federal, state, and local laws, rules, and regulations applicable to the Work and its services under this Contract.

25. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Artist's Additional Contract Documents:

A. Wendy Delgado's Traffic Box Art Wrap Project Proposal (___ pages).

Exhibit B. City's Additional Contract Documents:

B. City of Angleton Request for Proposal – Traffic Box Art Wrap Project (9 pages)

[Signature Page Follows]

**CITY OF ANGLETON, a Texas
municipal corporation**

**Wendy Delgado
Artist**

Jason Perez, Mayor

Date: _____

By: _____, Artist

Date: _____

ATTEST:

Frances Aguilar, City Secretary

EXHIBIT A-1

Wendy Delgado's Traffic Box Art Wrap Project Proposal



December 30, 2020

To whom it may concern:

I have had the pleasure of working with Wendy (Usagi Wasabi) over the past year on the creation and installation of two works of public art.

We began working with Wendy based on the artistic merits of her prior work through an artist open call process.

I am very impressed with Wendy as she has been professional, highly dedicated to any project at hand – even when faced with challenges, and produces high quality artwork.

I highly recommend her for consideration to anyone in need of a first rate conceptual and visual artist.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Elia Quiles
Owner, Managing Partner
UP Art Studio

713-614-1605
elia@upartstudio.org

December 21, 2020

To Whom It May Concern:

I am building a YouTube channel and I needed a logo that reflected my topics, dark- humor, and themes. I commissioned Wendy Delgado to create a logo. Prompt and visual, she was able to bring my vision to life. Her art resonates with vividness and style that is hard to come by and after few conversations she was able to deliver to my complete satisfaction.

I am happy to act as a reference for Wendy Delgado. I can speak for her ability as an artist. It is an honor to recommend her remarkable talent and skills. I would highly recommend Wendy for her rare and original style that I'm most confident anyone who's able to see would marvel and enjoy.

Best Regards,

Jonathan Contreras

323-608-2253



Wendy Delgado

Artist . Illustrator . Muralist

Personal Summary:

Usagi Wasabi (Wendy Delgado) is an illustrator from Houston, Texas. She has a passion for nature and animals, both of which are prevalent in her intricate illustrations. Usagi Wasabi creates vibrant imaginative worlds full of immersive details - each piece has a unique story to tell.

Her latest projects include designing and painting local utility boxes in Houston as part of the Mini Murals project to help beautify the city and promote positive energy and appreciation for local wildlife.

Professional Experience:

Self-Employed Freelance Artist **2011 - Present**
Usagi Wasabi, Houston, TX
Owner

- Cultivated a thriving illustration business that offers a variety of art goods and services - including original art, prints of artwork, apparel, and mural painting services.
- Successfully doubled business profits each year and attended 30+ conventions and trade shows around Texas
- Continual development of art skills and education on various mediums to keep up with current technology and expand design repertoire
- Hired by UP Art Studio for painting "mini murals" on local utility boxes around Houston to promote creativity and celebrate our city's culture
- 9+ years of experience running a highly organized and punctual business. Ability to meet deadlines for various overlapping projects, communicate effectively to clients, manage online business and marketing, and networking with others in the creative community

Contact:

E-mail: usagiwasabi@yahoo.com
Phone: (713) 620 - 8230
Website: www.usagiwasabi.com

Commissions:

***Night Heron*, mini mural on utility box** **2020**
UP Art Studio, Houston, TX
***All Is Right In The Jungle*, digital mural for window display** **2020**
UP Art Studio, Houston, TX
***Butterflies & Bluebonnets*, mini mural on utility box**
KAB Parks & Rec., Angleton, TX **2020**
***Spirit of the Big Thicket*, 8' x 10' painted mural**
Weingarten & Discovery Green Houston **2021**
***Butterflies & Magnolias*, mini mural on utility box**
KAB Parks & Rec., Angleton, TX **2021**

Grants and Awards:

Grand Prix de Show (1st Place) **2018**
Gingerbread Build Off, lead sculptor, AIA Houston,
1st Runner Up, Best In Show **2016**
Gingerbread Build Off, lead sculptor, AIA Houston

Skills:

Illustration - proficient in watercolors, acrylics, relief printing, small and large scale murals
Digital - digital painting experience with Procreate, Adobe Photoshop, film editing in Filmora, and music composition with Pro Tools.
Design - thorough understanding and application of color theory, ability to utilize shape and form for cohesive composition based on space

Education:

Associate's of Applied Arts **2008-2010**
Houston Community College



RE: Wendy Delgado Reference

To Whom It May Concern:

I have the joy and honor in working with Ms. Delgado in many collaborations and competitions. Ms. Delgado is very creative and brings many ideas to any project that builds and elaborates on the initial schematic design. We have entered two Gingerbread Build-off sponsored by the AIA of Houston and our Team took home the Second and First place because of Ms. Delgado's eye for details. The reactions her sculpting garnered from the attending crowd were of positive delight.

I have seen the two murals she has recently done and is awed at the attention to detail. Ms. Delgado is an artist that has risen to any occasion, mastered any medium, and brings her own style of youth, whimsical folklore, love for animals, and sensitivity for nature, and elaborate detail. Her style is vibrant and unique, and her work evokes happiness.

I've had the pleasure of following her on social media and seen her artistic style blossom and grow into a mural or large format media that will liven any city corner, interior space, or exterior wall.

Feel free to contact me if you need further elaborations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robin Ly', with a stylized, flowing script.

Robin Ly
Project Manager
713-679-3373

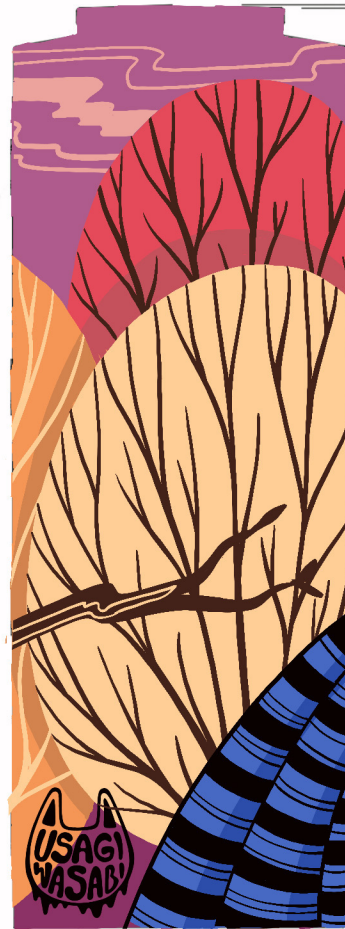
UTILITY BOX PROPOSAL

by WENDY DELGADO

“BLUEJAYS & FALL MAPLES”



FRONT



SIDE 1



BACK

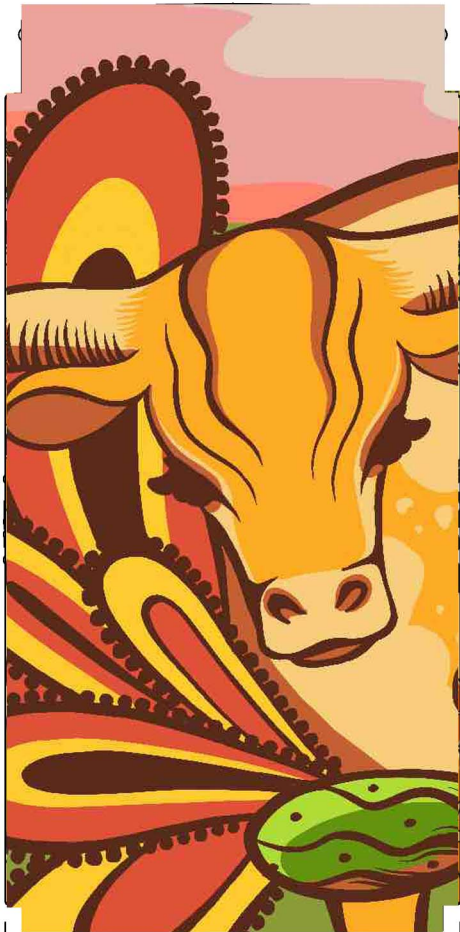


SIDE 2

UTILITY BOX PROPOSAL

by WENDY DELGADO

"TEXAS LONGHORN & CACTUS"



FRONT



SIDE 1



BACK



SIDE 2

UTILITY BOX PROPOSAL

by WENDY DELGADO

“PEREGRINE FALCON & TEXAS WILFLOWERS”



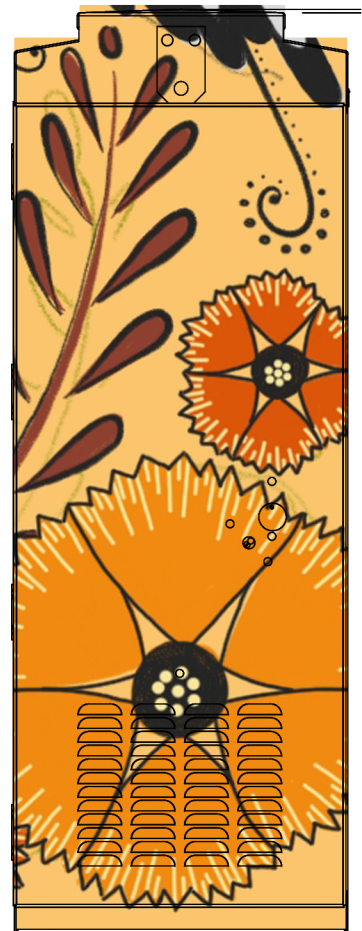
FRONT



SIDE 1



BACK



SIDE 2

EXHIBIT B-1

City of Angleton Request for Proposals – Traffic Box Art Wrap Project

(See Attached)



REQUEST FOR PROPOSALS

CITY OF ANGLETON

TRAFFIC CONTROLLER CABINET ART WRAP PROJECT
NO. P-20220118



Invitation

The City of Angleton is seeking artists to aesthetically treat utility infrastructure throughout the community. Artists will be commissioned to transform traffic signal controller cabinets in Angleton from functional infrastructure into colorful and inspired works of art.

The City of Angleton will accept responses to the RFP until 2:00 p. m. on Tuesday, January 18, 2022, at the following address:

Attention: Office of the City Secretary
City of Angleton – City Hall
121 South Velasco Street Angleton, TX 77515

If you have any questions regarding the Request for Proposals contact:

Kyle Livesay
Assistant Director of Parks and Recreation
979-849-4364 ext.5104
klivesay@angleton.tx.us

Background

The City of Angleton, with input from the Keep Angleton Beautiful Board, will select up to three artists and artist teams to develop designs for signal boxes in Angleton. Artists will submit digital files that can be fabricated into vinyl wraps. Signal box locations include areas along Loop 274/Plum St, Business 288/Magnolia St, and HWY 35/Chenango St. The Keep Angleton Beautiful Board will determine the specific location of each artwork.

Eligibility

The specific goals of the project include the following:

- Artists, students, schools, and community organizations are encouraged to apply.
- This opportunity is limited to Angleton-area, and regional artists (living/working within 70-mile radius of Angleton, Texas).
- Artists who apply in teams will have the opportunity to work collaboratively on their design. All artists contributing to a team project will receive equal recognition for their artistic input but will need to divide the \$250 stipend amongst themselves as they desire.
- Staff members, board members, advisory board members, City Council members and/or family members of City of Angleton are ineligible to apply.

Artwork Location

Traffic cabinets to be wrapped are located along Loop 274/Plum St, Business 288/Magnolia St, and HWY 35/Chenango St. The Keep Angleton Beautiful Board will assign specific traffic cabinet locations to selected artist designs.

Traffic Box locations include:

- Loop 274/Plum St
- Business 288/Magnolia St
- HWY 35/Chenango St

Duration

Wraps will be removed after 5 -7 years depending on condition. They may be removed at any time at the discretion of the City of Angleton.

Scope of Work

The scope of work will be finalized once an artist is selected. The proposed Scope of Services is not intended to be a detailed scope of work that will be required as part of the final agreement but is intended to provide general information to firms wishing to submit proposals. The City of Angleton will negotiate the detailed Scope of Services with the artist should the organization elect to proceed with the project. The selected, qualified artist will be retained to work with Keep Angleton Beautiful commission members and city staff. Artists should submit via [www. publicartist.org](http://www.publicartist.org) the following items:

1. **Resume and/or Biography/Artist Statement:** A current résumé that outlines your professional accomplishments as an artist. If applying as a team, please submit a resume for each artist, with the lead artist's resume first. If you select to submit a biography/artist statement, please do not exceed 500-word maximum.
2. **Letter of Intent:** Include a description of how the artist or artist team meets the criteria listed in the RFP. Please do not exceed 500-word maximum.
3. **Work Examples/Digital Images.** Digital images of 3-5 previously completed artworks that were commissioned or acquired as public art. If you have no previous works commissioned/acquired, please include relevant work samples.
4. **Image list:** Include artist, title, year completed, dimensions, material, and budget or price (as applicable) for each image selected in your portfolio.
5. **Design for traffic box wrap will be put into a template:** Designs must fit on a large template that is sized for a 54-inch traffic box. This requires the submission to be large, or about 1200dpi, if printed or scanned. Angleton requests art be submitted in Ai format, or PDF that can be opened in Adobe Illustrator. Please do not submit hard copies.

Submission Guidelines & Design Considerations

- In the creation of designs, please carefully consider the sample template provided at the last page this document. Designs must conform to the shape of the attached template. Actual size of traffic boxes may vary. Selected artists should be prepared to coordinate with the City of Angleton and the Keep Angleton Beautiful Board to finalize the design.
- The art may be a new original piece or an existing work of the artist but may not be on display in other public art programs. This does not include ongoing gallery exhibitions.
- The art may be representational or abstract, but may not contain advertising, religious art, sexual content, negative imagery, or convey political partisanship.
- The Art must Follow the Keep Angleton Beautiful Proposed theme of Texas Wildflowers, Texas birds, or butterflies.
- Due to the heat sensitivity of the electronics contained within the utility boxes, artists are discouraged from using very dark color palettes in their designs.
- Submitted designs must illustrate original artwork.
- All submissions must be provided as a digital graphic design.
- Artists may submit up to (3) designs for consideration.

Required Completion of Applicable Attachments:

- Attachment A – Traffic Controller Box Locations
- Attachment B – Traffic Controller Box Measurements
- Attachment D – References
- Attachment E – Conflict of Interest Questionnaire (Last two pages)

Evaluation and Selection Criteria

Criteria used to select artwork include but are not limited to appropriateness of art to the community, aesthetic quality, quality of previous work, commitment to carrying out the project, references, site suitability, and a complete application.

Percent Component

25	Appropriateness of the art to the community
25	Aesthetic quality
20	Quality of previous work
10	Commitment to carrying out the project
10	Recommendation letters
5	Site Suitability
5	Additional Factors: Application completed as specified.

Additional Information

Completed artwork will become a part of the City of Angleton's Public Art collection and will be owned by the City. Selected artists will sign an agreement with the City of Angleton.

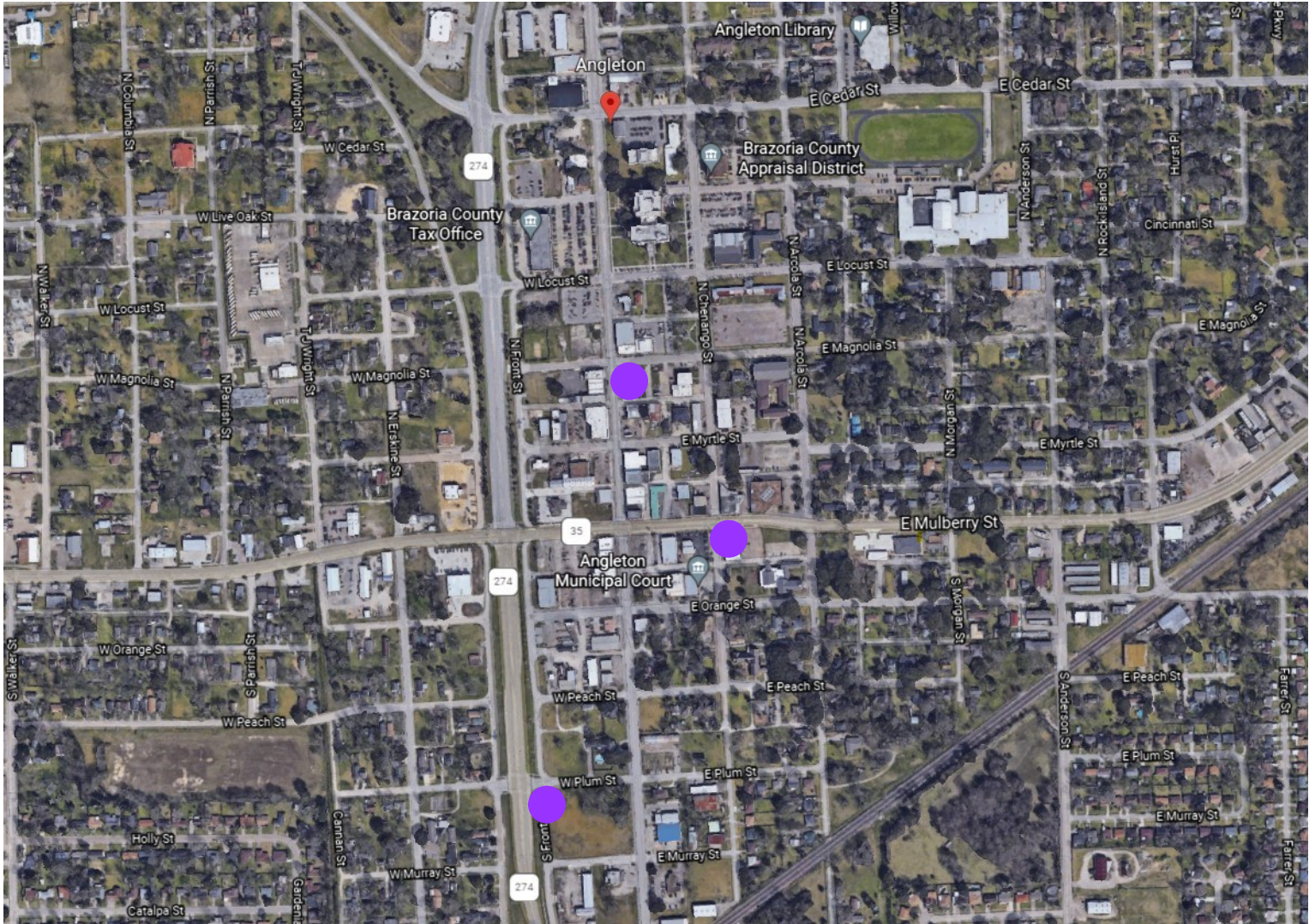
Preliminary Project Schedule

The following tentative schedule is anticipated for selection, contract negotiations and contract award.

Task	Start
RFP Issue Date	Dec 14, 2021
Proposal Submittal Deadline	Jan 18, 2022
KAB Review	Jan 31-Feb 4, 2022
KAB Recommendation	Feb 14, 2022
TXDOT Approval	Feb 21, 2022
City Council Approval	Feb 22, 2022
Artist Notified	Mar 8, 2022
Wrap Installation	March – May 2022

Attachment A – Traffic Controller Box Locations

- Loop 274/Plum St
- Business 288/Magnolia St
- HWY 35/Chenango St





AGENDA ITEM SUMMARY FORM

MEETING DATE: 4/12/2022

PREPARED BY: Megan Mainer, Director of Parks & Recreation

AGENDA CONTENT: Discussion and possible action on a fitness passport service with OptumHealth Care Solutions, LLC. and authorize the City Manager to execute the agreement after legal review.

AGENDA ITEM SECTION: Consent Agenda

BUDGETED AMOUNT: NA

FUNDS REQUESTED: \$0

FUND: NA

EXECUTIVE SUMMARY:

The Angleton Recreation Center wishes to become part of the Optum Fitness Passport network which is comprised of facilities that provide services to support the Fitness Passport Program to Optum's members. Optum is a fitness program available with select UnitedHealthcare, Preferred Care Partners, Medica HealthCare Plans, The Villages and UnitedHealthcare Group Medicare Advantage (MA) plans.

The Angleton Recreation Center will provide all Optum members with unlimited visits to the facility and all standard membership services, during the hours of operation as advertised by the City and Optum will reimburse the Angleton Recreation Center \$20 per month for each eligible Optum member that visits the facility at least once monthly.

The term of this agreement is one year.

RECOMMENDATION:

Approve a fitness passport service with OptumHealth Care Solutions, LLC. and authorize the City Manager to execute the agreement after legal review.

SUGGESTED MOTION:

I move we approve a fitness passport service with OptumHealth Care Solutions, LLC. and authorize the City Manager to execute the agreement after legal review.

FITNESS PASSPORT SERVICE AGREEMENT

This Fitness Passport Service Agreement (this “Agreement”) is entered into on April 12, 2022 (the “Effective Date”), by and between OptumHealth Care Solutions, LLC, including its affiliates (“Optum”) and City of Angleton, including its Participating Facilities (“Network or City”). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the “Parties” and individually as a “Party”.

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum’s clients; and

WHEREAS, Optum provides its client’s Members access to the Fitness Passport Program (as further described in Appendix A attached hereto and incorporated by reference); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum’s client’s Members may have additional facilities to use in the Fitness Passport Program.

NOW THEREFORE, for and in consideration of the above recitals, and the mutual covenants and agreements set forth below, and in exchange for other valuable and adequate consideration which the Parties agree is sufficient to enter into this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan or individual covered by a qualifying employer that may or may not be a member of a Participating Facility and who is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan or individual covered by a qualifying employer that is a member of a Participating Facility and is enrolled in the Fitness Passport Program. .

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member’s monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue through April 12, 2024 year (“Initial Term”). At least thirty days prior to the expiration of the Initial Term, Optum shall send notice to

Network that it wishes to renew the contract. After the notice is received by Network, Network has thirty days to accept, reject, or suggest a modification of the contract.

Termination. This Agreement shall be terminated by any of the following:

- a) If either party provides written notice of non-renewal for the next Renewal Term upon 60 days notice..
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) days after the date of the written notice. The parties agreed to use good faith efforts to cure the breach.
- d) This Agreement shall terminate immediately and automatically upon delivery to the other Party of written notice of termination on the occurrence of one of the following:
 - i. Bankruptcy, insolvency or the dissolution of either Party;
 - ii. Unauthorized assignment of this Agreement; or
 - iii. The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement that was not the result of such Party's willful or negligent act or omission.

Each Party agrees to notify the other Party in writing not later than thirty (30) days after the occurrence of any of the events referred to immediately above.

3.2 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using any of the other Party's names, symbols, logos or other identifying trade dress (collectively "Mark"), including but not limited to uses of the Mark authorized by this Agreement.

3.3 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state of Texas and federal laws. Both parties shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport

Program, unless the Member or Eligible Member contacts Optum first, in which case that Member or Eligible Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is the Network Facility Reimbursement described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. Each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or concerning third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. Each Party agrees that during the term of this Agreement:

(a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at the Other Party's option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information. The parties agree the City is subject to the requirements of the Texas Government Code Chapter 552, Texas Public Information Act.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials. Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the

Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights.

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect.

ARTICLE 6 DISPUTE RESOLUTION

If any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than four (4) years after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions.

Except for claims indemnified hereunder, or breaches of provisions related to confidentiality of information provided, in no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of

this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.3 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.4 Fitness Passport Program Performance Standards. The Fitness Passport Program Performance Standards are attached hereto and incorporated herein by reference as Appendix B.

8.5 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.6 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.7 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. The Contract shall be deemed to be entered into and performed in Brazoria County, Texas.

8.8 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.9 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.10 Survival. Those terms and conditions of this Agreement, which by their express terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.11 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:

Optum

11000 Optum Circle

Eden Prairie, MN 55344

Attn: Contracts Administration MN101-W013

Notice to Network:

City of Angleton

1601 N Valderas St

Angleton, TX 77515-3240

And to:

Judith El Masri
City Attorney
Randle Law Office, LTD, L.L.P.
820 Gessner, Suite 1570
Houston, Texas 77024

8.12 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC

11000 Optum Circle
Eden Prairie, MN 55344

City of Angleton

1601 N Valderas St
Angleton, TX, 77515-3240

Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Agreement Number: 00816493.0	

Appendix A

Fitness Passport Program Fees and Description of Services

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre-determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.
- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network's validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member's cumulative number of monthly visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Medicare Member Participation Requirement	Network Reimbursement amount paid by Optum
Medicare Member visits any Participating Facility during calendar month	\$20.00 per member per month
Commercial Member Participation Requirement	Network Reimbursement amount paid by Optum
Commercial Member visits any Participating Facility during calendar month	\$20.00 per member per month

Unless Network has notified Optum in writing no later than August 1st of the current Term the Network Reimbursement Fee will not be negotiable and will continue for the next Renewal Term.

1. **Most Favored Reimbursement.** Network agrees that the Network Facility Reimbursement as outlined in this Agreement is equal to or lower than the reimbursement per-visit rates and maximum monthly fees being offered by Network to any other customer for the same or similar services. If during the term of this Agreement Network enters into an agreement or arrangements with any other customer contracting with Network for the benefit of its members which includes lower reimbursement per-visit rates or maximum monthly fees for the same or similar services as stated in this Agreement, Network shall promptly identify such lower per-visit rates or maximum monthly fees to Optum, and the Parties shall execute an amendment to this Agreement to incorporate the change in Network Facility Reimbursement effective as of the date that the Network made such lower rates available to such customer.

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) Participating Facility Membership Fees: In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.
- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.
- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members. By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month. Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in reporting. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.
- d) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and grievances that require the involvement of Optum.
- e) Completing all enrollment paperwork, program training and staff training necessary to begin accepting Members within thirty (30) business days of the Agreement Effective Date. Network will be listed as a Participating Facility on Fitness Passport Program website within thirty (30) days of the Agreement Effective Date.
- f) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.

e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.

f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn a Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

Fitness Passport Program Performance Standards

Network and Optum accept the minimum performance standards set forth below.

Section 1 Minimum Standards

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to Participating Facilities from Optum	Network will respond within two (2) business days
Member complaint and grievance resolution	Network must notify Optum in a timely manner of any disputes or other grievances involving Members and Network will work to resolve ninety-five percent (95%) of such disputes within seven (7) business days.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix A)		
Network to provide Member usage file to Optum or Optum's designated third party*	Optum to provide eligibility verification file to Optum's third party	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member's monthly usage reports to Optum's designated third party no later than by the fifth day of the month.

** Subject to timely receipt of usage data received by Network



AGENDA ITEM SUMMARY FORM

MEETING DATE: 04/12/2022

PREPARED BY: Hector Renteria

AGENDA CONTENT: iWorqs Systems Proposal for The City of Angleton

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: Not budgeted at this time

FUNDS REQUESTED: No funds requested at this time

FUND: The line item will be created for future budget

EXECUTIVE SUMMARY:

iWorks Systems proposal for The City of Angleton to replace EGOV. iWorqs Systems will increase the transparency with the residents and improve the work flow for Public Works department. iWorqs can be implemented immediately, but there will be no financial incurrence until the next budget year of 2022/2023.

RECOMMENDATION:

Staff recommends implementing the iWorqs system.



iWorQ Systems is a leading provider in software solutions for Public Works and Community Development departments. iWorQ Systems has been providing web-based solutions to local governments for 21 years. Serving more than 150 cities and counties in the state of Texas, and just over 2,000 nationwide. Our software is designed to help Public Works departments better communicate with their citizens, peers, and administration by tracking and managing work and maintenance done by their department. Partnered with iWorQ Systems Citizen Engagement Package and Text My Gov, local leaders can have better transparency with their communities by providing an avenue of two-way communication for work requests, and notifications.

- *Unlimited Users (no per seat license fees)
- *Free ongoing training
- *Free ongoing support by our onsite support staff (M-F 7:00a-6:00p CST)
- *Free updates and enhancements

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

City of Angleton here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A. I. This proposal includes Public Works 1 Engineering Services included at no additional cost if agreement is signed and returned prior to March 31st, 2022. That agreement is included below for reference.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party thirty (30) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately

become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (6. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

Non-Appropriation of Funds: The City Acknowledges that there has been sufficient funding appropriated for the agreement for the 2022-2023 Fiscal Year. It is mutually agreed that if, for any subsequent fiscal years covered under this agreement, insufficient funds are appropriated to make the payments called for by this agreement, this agreement shall be of no further force or effect. In this event, the City shall have no liability to pay any further funds whatsoever to Contractor of furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this agreement. If funding for any future fiscal year is reduced or deleted for the purposes of this program, the City shall have the option to cancel this Agreement with a 30-day written notice.

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

10. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

11. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Price Proposal

City of Angleton	Population- 19,431
121 S Velasco St, Angleton, TX 77515-6023	Prepared by: Cade Gunnell

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
<p>Public Works Package (Infrastructure)</p> <p>Package includes:</p> <ul style="list-style-type: none"> *Work Management *Sign Management *Pavement Management *Water Management *Sewer Management <p>-Available on any computer, tablet, or mobile device</p> <p>-Track and manage work and asset(s) by location using OpenStreetMap</p> <p>-Work order scheduling and templates</p> <p>-Track labor, inventory, parts, and material</p> <p>-Track MUTCD, condition, reflectivity, etc.</p> <p>-Track manholes, hydrants, valves, lines etc.</p> <p>-Track pavement condition, distress, treatments, etc.</p> <p>-Track pumps, manholes, and collection sub-assets</p> <p>-Includes Premium Data Package 25MB uploads/100GB total storage</p> <p>GIS RestServices Public Works</p> <p>-iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute data weekly:</p> <p>Water Management Includes: hydrants, valves, and lines</p> <p>Sewer Management Includes: manholes, pumps, and lines</p> <p>Additional attribute data for each capital asset is \$500 annually.</p> <p><i>*Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a</i></p>	\$15,000	Annual

minimum fee of \$500 with each additional hour \$250 to accommodate new configuration changes.		
Fleet Management w/Internal Fleet Request -Available on any computer, tablet, or mobile device using Chrome browser -Fuel log tracking and uploads -Work orders for employee cost, inventory, and purchase orders -Manage maintenance schedules -Inventory management -Allows employees to submit work request through an online portal -Configurable dashboard, fields, and reports	\$6,000	Annual
Facilities Management Package Includes: *Facilities Asset Management *Work Management *Internal Facilities Request -Available on any computer, tablet, or mobile device -Track assets such as HVAC, plumbing, electrical, elevators, etc. -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Allow Employees to submit work requests through online portal -Configurable dashboard, fields, and reports	\$6,000	Annual
Onsite Backup -iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	Included	Annual
Citizen Engagement Package Package includes: *Citizen Engagement *TextMyGov Application Drive citizen satisfaction, streamline communication and reduce overhead costs with a public portal and a mobile application for Android and iOS. Allow citizens & employees to Text problems in, including photos and locations, find answers, links to agency website, and seamlessly access those items in the iWorQ software. Includes premium data package (25mb file upload size and 100gb total storage).	Included in TMG Agreement	Annual

-TextMyGov is provided with a separate contract (2-year Term) -Includes 75,000 texts annually		
Subscription Fee Total (This amount will be invoiced each year)	\$27,000	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
Implementation and Setup cost year 1	\$19,000	\$19,000	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$24,900	\$19,000	Year One
Grand Total Due Year 1	\$51,900	\$46,000	Year One

NOTES AND SERVICE DESCRIPTION

- I. This proposal includes Public Works 1 Engineering Services included at no additional cost if agreement is signed and returned prior to April 28th, 2022. That agreement is included below for reference.
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until April 28th, 2022.
- III. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out October 1st, 2022.
- IV. This cost proposal cannot be disclosed or used to compete with other companies.

PublicWorks1 Agreement

For Asset & Data Tracking Services

Angleton, TX here after known as (“Customer”), enters into THIS SERVICE (S) AGREEMENT (“Agreement”) with PublicWorks1 Inc. (“PW 1”) with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. Data Tracking Services

PW 1 will send staff member(s) onsite to track requested street-level imagery, assets, and GPS data points utilizing our Trimble MX7 high resolution camera and / or a pavement condition assessment if requested. The price in Appendix A is based on the mileage provided by the Customer.

2. Customer Responsibility

Customer agrees to provide the time, resources, and personnel to assist in scheduling and completing the onsite assessment, and to implement iWorQ’s service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the implementation team. iWorQ can provide project management and implementation document upon request.

3. Customer Data & Software Terms of Access

Customer acknowledges that an iWorQ Service(s) Agreement is required and has been entered into, in conjunction with this agreement for a term of 3 years, and that customer is authorized to access and track the converted PW 1 data in the associated iWorQ software applications.

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 6. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Street Level imagery is provided through iWorQ. Street Level imagery (360 Degree JPG) will not be downloadable through iWorQ. PW1 will make the imagery publicly available.

4. Billing:

PW 1 will invoice Customer after the team has come onsite and completed the data collection and/or assessment. The invoice will be generated and sent 2 weeks after the field work has been completed. PW 1 will send invoice by mail and by email to the address listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

5. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party thirty (30) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Termination will discontinue all application(s) and or service(s) under this Agreement; PW1 will provide customer with an electronic copy of all of Customer's data, if requested by the Customer. Backups will be completed within 3-5 business days.

6. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

7. ACCEPTABLE USE:

Customer represents and warrants that the applications and services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of applications and services.

8. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

9. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

10. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____ Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

PublicWorks1 Price Proposal

Angleton, TX	Centerline Miles: Based on 110 to 140.
121 S Velasco St, Angleton, TX 77515	Prepared by: Dallin Stott

Service & Travel Fees

PublicWorks1 Services	Package Price	Billing
Data Collection and Asset Conversion Package includes: -Trimble MX7 Image Collection -Data Conversion -Presented/Delivered Data Shapefile for the following assets: 1. <i>Hydrants</i> 2. <i>Signs</i>	\$20,000	Included
Travel Expenses	\$6,000	One-Time
Services Total (This amount will be invoiced once)	\$26,000 Included	One-Time Total

NOTES & SERVICE(S) DESCRIPTION

- V. Invoice for the Service(s) will be sent out 2 weeks after the field work has been completed
- VI. **This agreement is contingent upon iWorQ Systems Public Works quote signed and returned prior to April 28th, 2022.**
- VII. This cost proposal cannot be disclosed or used to compete with other companies.
- VIII. A Centerline and Parcel geodatabase is required by the Customer.
- a. Please provide contact details for person responsible for Centerline and Parcel files:
- b. Name: _____ Cell: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Lindsay Koskiniemi, CPM, CGFO, MPA, Assistant Director of Development Services

AGENDA CONTENT: Update on the lots located at the southeast corner of N. Front St. and E. Cedar St. with the Commercial-Office/Retail zoning district.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A **FUNDS REQUESTED:** N/A

FUND: N/A

EXECUTIVE SUMMARY:

This item is not for action but is on the City Council agenda for Brazoria County to provide an update to the Angleton City Council concerning the purchase of five lots located at 123 E. Cedar and the proposed use.

Currently, the property is comprised of four lots with 5 non-conforming residential structures on the property. The 5 structures are in disrepair and have been a focus of enforcement for noncompliance with the City's Code of Ordinances. Recently, the property owners entered a sales agreement for purchase of 123 E. Cedar with Brazoria County with a sales contingency that provides an additional payment to the property owners will be made if they successfully remove the structures within 90 days of closing.

The property is entirely within the Commercial-Office/Retail zoning district of the City of Angleton. Brazoria County is proposing to construct a parking lot to provide additional parking for the new Brazoria County Emergency Operations Center currently under construction. Consistent with the City's requirements, the County will be required to submit a site plan showing number of parking spaces, lighting plan, landscaping plan, dumpster plan (if applicable), etc. The proposed use is permitted within the C-O/R zoning district.

A conceptual schematic of the site plan is included for Council's review and comment.

RECOMMENDATION:

This item is for information sharing and City Council comment.

Matt Hanks, J.D., P.E.
COUNTY ENGINEER

(979) 864-1265
Office

(979) 864-1270
Fax



Trey Haskins, P.E., CFM
ASST. COUNTY ENGINEER

Item 15.

Karen McKinnon, P.E.
ASST. COUNTY ENGINEER

BRAZORIA COUNTY ENGINEERING

451 N VELASCO, SUITE 230
ANGLETON, TEXAS 77515
www.brazoriacountytx.gov

To: City of Angleton City Council

From: Matt Hanks, PE
Brazoria County - County Engineer

Date: March 28, 2022

Subject: County Parking Lot - 123 E. Cedar Street




Brazoria County is purchasing the property at 123 E Cedar Street. This property is located just North of the Brazoria County's new Emergency Operations Center. City of Angleton's Zoning Map labels this property as Commercial - Office/Retail. According to City of Angleton Code of Ordinances Chapter 28, Article IV, Section 28-81, parking is a permitted land use for Commercial – Office/Retail zones. Therefore, we are proposing to construct a parking lot with landscaping on this property. We can also provide space for a City monument or sign.

Please see attached exhibits showing the location and preliminary layout of this parking lot.

Thank you so much for your consideration in this matter.



Legend

-  Possible COA monument or sign
-  Landscaping matching other County parking lots
-  Concrete

County Parking Lot - 123 E. Cedar Street

(Not to Scale)



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action on a proposal from HDR Engineering, Inc. for Engineering Quiet Zone Reaffirmation Project.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: 01-500-415

FUNDS REQUESTED: \$25,000

FUND:N/A

EXECUTIVE SUMMARY:

The FRA has previously identified deficiencies is the City's Quiet Zone. The City has aggressively addressed these issues and on March 25, 2022 passed inspection. However, the FRA has requested that a Quiet Zone Reaffirmation be performed and approved prior to reestablishing the City Wide Quiet Zone. HDR has prepared a proposal (see attachment) to catalog all safety measures, perform traffic counts, perform necessary calculations, and submit a package to the FRA for review. Once the Quiet Zone Reaffirmation is completed and approved the Quiet Zone can be reestablished.

RECOMMENDATION: Staff recommends Council approve the HDR proposal for \$25,000 to perform the Quiet Zone Reaffirmation and reestablished the city wide quiet zone.



March 29, 2022

Chris Whittaker
City Manager
City of Angleton
121 S. Velasco Street
Angleton, Texas 77515

**Re: Proposal for Engineering Quiet Zone Reaffirmation Project
City of Angleton, Texas**

Dear Mr. Whittaker:

HDR Engineering, Inc. (HDR) is pleased to submit this proposal for the required Quiet Zone Reaffirmation Project. The proposal is based on our conversations held with the Federal Railroad Administration (FRA) representative. For your convenience, this proposal consists of Project Understanding, Scope of Services, Fee Summary, Schedule and Terms and Conditions Sections.

PROJECT UNDERSTANDING:

The City of Angleton has been notified by the FRA of deficiencies at the six (6) railroad crossings that require improvements to remain compliant with the current quiet zone regulations. The City of Angleton has addressed these issues at the crossing and now is awaiting confirmation from the FRA that they are in compliance with the current code. On March 4, 2022, the FRA requested that the City provide a quiet zone reaffirmation which includes updated inventory and traffic counts at each crossing.

Our understanding of the requested tasks includes the following:

- 1) Obtain current traffic counts at each crossing and parallel street.
- 2) Review FRA inspection reports and recommended adjustments to safety measures.
- 3) Review existing conditions (post FRA inspection corrections).
- 4) Review incident records in FRA database and local law enforcement agency.
- 5) Update the FRA QZ database with the traffic data and any other information and recalculate the QZ Risk Index (QZRI) to confirm it is still within the FRA acceptable National Significant Risk Threshold (NSRT).
- 6) Recommend additional Alternative Safety Measures (ASM) or Supplemental Safety Measures (SSM).
- 7) Provide markup of proposed required improvements.

SCOPE OF SERVICES:

HDR will provide the following Scope of Services for this project:

A. Project Management

Communicate with the City to manage the project to completion within the schedule and budget established in the contract.

B. Traffic Counts/Analysis

A subcontractor will be utilized to collect traffic movements for a 24-hour period at the six (6) crossings and the parallel streets adjacent to them. This data will include average number and types of vehicles (trucks, trains, and school buses, etc.) passing the crossings and parallel roadways on an average day.

C. Quiet Zone Reaffirmation Report.

HDR will prepare the City of Angleton's Quiet Zone Reaffirmation documentation for the City to execute and submit to the FRA. Tasks included in this task include:

1. Create an inventory of existing safety measures at each crossing.
2. Review the collected data on the traffic counts and identify average daily traffic loading.
3. Input newly collected traffic counts and safety measure inventory at each crossing in the FRA provided spreadsheet and format.
4. Draft Notice of Intent (NOI) for the City to review, execute and submit to FRA.
5. Revise the QZ Risk Index (QZRI). Please note that railroad crossing closures utilized in the previous NOI/NOE will not be allowed in the new QZRI calculations.
6. Review existing field conditions and identify if additional supplemental safety measures are required in the field to bring the crossing into compliance.
7. Prepare exhibits identifying additional safety measure required to establish a quiet zone using aerial mapping with notes. Full design plans including survey are not included in this proposal. If it is determined that full design will be required, HDR will submit a separate proposal for those services.
8. Provide markup of FRA Crossing Inventory and submit to TXDOT for their review and input into FRA inventory database
9. Conduct two meetings at the Draft and Final submittal will be held to receive input from City staff.
10. Provide a draft Notice of Establishment (NOE) to the City to review.
11. Provide final package to the City to execute and submit to the FRA.

The City will need to provide HDR their login information to the City's FRA Quiet Zone Account and be responsible for any fee associated with submittals to the FRA or UPRR on Reaffirmation of the Quiet Zone process.

D. Reimbursable Expenses

- A budgetary amount will be allocated for typical reimbursable expenses such as reproduction, courier services, mileage, etc. The cost for plans and specifications for review sets and construction documents to be provided to the City and other review agencies will be included in this task at cost Plus 10%. Mileage will be charged at prevailing IRS rates.

E. Additional Services

- Additional Services shall only be performed when directed by the City to HDR. These services are not considered normal or customary engineering services. Additional Services may include, but not be limited to, the following:
 - Services resulting from significant changes in the extent of the project or its design including but not limited to changes in size, complexity, the City's schedule, or character of construction or method of financing; and revising previously accepted studies, reports design documents or Contract Documents when such revisions are due to causes beyond HDR's control.
 - Preparing documents for alternate bids outside of the original scope requested by the City or documents for out of sequence work.
 - Preparing to serve or serving as a consultant or witness for the City in any litigation, public hearing or other legal or administrative proceeding involving the Project.
- HDR will endeavor to appraise the City of any potential additional or extended services that may result from the above listed items, prior to HDR's expenditure of time on such services. As previously noted, any such extended or additional services shall only be performed when directed by the City to HDR and are not included in this fee proposal.

FEE SUMMARY

The Fee Schedule for this project is outlined below:

HDR Design Fees

• <u>Design Phase Services (Lump Sum)</u>	\$19,830.00
Total:	\$19,830.00

Subconsultant Fees

• <u>Traffic Counts (Subconsultant's Cost Plus 10%)</u>	\$5,170.00
Total:	\$5,170.00

Total Fee: \$25,000.00

SCHEDULE

It is estimated that the schedule to accomplish the complete design phase is three (3) months from the date of authorization to proceed for the reaffirmation of the quiet zone in the City. However, if the FRA request that the City start the quiet zone process from the beginning, this will take approximately eight (8) months to complete and additional scope and fee. If this occurs HDR will submit an amendment for the additional time and effort to complete reestablish the quiet zone through the City.

TERMS AND CONDITIONS

This project will be performed under the current on-going services contract with the City of Angleton, and its terms and conditions will apply.

HDR will submit monthly invoices for all engineering work completed to invoice date. The invoices for lump sum work will be based on a percentage of completion of each phase applied to the lump sum fee and based on the appropriate fee cost for work from our subconsultants. Reimbursable expenses will be charged at cost plus 10%. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.18 and direct cost plus 10%. Mileage will be charged at prevailing IRS rates.

HDR appreciates the opportunity to submit this proposal and we look forward to continuing our work with the City. If you have any questions, please do not hesitate to contact me at (713) 622-9264.

Sincerely,

HDR Engineering, Inc.



David C. Weston
Vice President/Area Manager

Approved: Authorized signature on behalf of the City of Angleton:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



AGENDA ITEM SUMMARY FORM

MEETING DATE: April 12, 2022

PREPARED BY: Chris Whittaker

AGENDA CONTENT: Discussion and possible action on water connection count.

AGENDA ITEM SECTION: Regular Agenda

BUDGETED AMOUNT: N/A

FUNDS REQUESTED: \$0

FUND: N/A

EXECUTIVE SUMMARY: The City is experiencing an exponential growth of development throughout the City and has requested an update on the available water connection count. HDR has coordinated with City staff (Developmental Services and Public Works) on the below information. Current Amount of equivalent service connections in the City of Angleton – 8,810
Potential new developments the City:

Anderson Place	Heritage Oaks Section 7	Austin Colony
Angleton Park Place	Green Trails	Angleton Apartment
Gifford Meadows	Mulberry Field	Greystone
Windrose Green	Kiber Reserve	Whispering Pines
King Subdivision	Live Oak Ranch	Riverwood Ranch
Heritage Park Section 3		

The total of potential connection in the above-mentioned subdivisions is 2,197.

The City has an available amount of connection of 3,690 (limited by elevated storage tank capacity) assuming the Freedom Park water line is brought online by the end of this year. Therefore, there is approximately 1,493 connections remaining (See attached spreadsheet). The City should start planning any future demands if additional development is desired in the City (update to the utility master plans & possible city wide impact fees). Attached are future projects and the associated costs that have been discussed with Council.

RECOMMENDATION: Discussion on a path forward for the city to leverage its resources, identify partnerships, utility master planning, and discuss potential city wide impact fees.

CAPITAL IMPROVEMENT PLAN BUDGET

\$ 5,850,000

Chenango WTP Improvements

\$ 887,870

Lift Station 7 Rehabilitation

\$ 244,900

Lift Station 10 Rehabilitation

\$ 92,600

Lift Station 14 Rehabilitation

\$ 344,350

Lift Station 25 Rehabilitation

\$ 138,850

Lift Station 37 Rehabilitation

\$ 65,000,000

North Side WWTP Facilities

\$ 57,810,480

City Wide Water Replacement Program

\$ 1,000,000

County Court House Improvements

\$ 1,500,000

Henderson Plant Water Transmission Main

\$ 45,700

Lift Station 8 Rehabilitation

\$ 244,400

Lift Station 11 Rehabilitation

\$ 335,000

Lift Station 15 Rehabilitation

\$ 381,850

Lift Station 26 Rehabilitation

\$ 542,850

Lift Station 44 Rehabilitation

\$ 30,000,000

Henderson Roadway Improvements

\$ 46,850,000

Oyster Creek WWTP Improvements

\$ 14,000,000

Chenango Drainage and Paving Improvements

\$ 251,250

Lift Station 5 Rehabilitation

\$ 273,300

Lift Station 9 Rehabilitation

\$ 346,250

Lift Station 13 Rehabilitation

\$ 324,350

Lift Station 24 Rehabilitation

\$ 724,900

Lift Station 27 Rehabilitation

\$ 2,600,000

New Water Well Production Plant

\$ 59,450,535

City Wide Sanitary Sewer Replacement Program

\$ 15,000,000

Downing Street Drainage and Paving Improvement

\$ 4,100,000

North Side Elevated Storage Tank

TOTAL FUTURE CIP AMOUNT

\$308,339,435.00

Existing - Current Water System						Proposed - In Design or Construction (Freedom Park and Southside EST)		Total Surplus Connections (Existing + proposed)	Proposed - Change Boosters at Plant #3 to 3- 1,000 GPM (Discussed end of May 2021)		Total Surplus Connections (Existing + proposed)
Facility Type	Total Capacity	TCEQ Criteria	Min. Requirement	Surplus	Additional Connections	Capacity Increase	Additional Connections		Capacity Increase	Additional Connections	
Booster Pumps	5,100 gpm	110 Gal/Capita/day 3 person/Conn. 2.125 PHF	4,290 gpm	810 gpm	1,662	750 gpm	1,540	3,200	300 gpm	615	3,815
Total Storage	3,450,000 Gal	200 Gal/Connection	1,762,000 Gal	1,688,000 Gal	8,440	300,000 Gal (250,000+50,000)	1,500	9,940			9,940
Elevated Storage	1,000,000 Gal	100 Gal/Conn.	881,000 Gal	119,000 Gal	1,190	250,000 Gal	2,500	3,690			3,690
Water Supply	4,100 gpm	0.37 gpm/conn.	3,260 gpm	840 gpm	2,270	1,000 gpm	2,700	4,970			4,970

Total City Connections (base): 8810 8810

Additional Connections available based on limitation from Booster Pump Capacity = 3200 Additional Connections Available based on limitation from Elevated Storage Capacity = 3690

Identified connections in "INTERNAL Summary" tab = 2197 2197

Remaining connections available = 1003 1,493
(limited by Elevated Storage Capacity)