

**Council Liaison**  
Mikey Svoboda  
**Chairman**  
Tracy Delesandri  
**Vice-Chairman**  
Vacant  
**Executive Director**  
Megan Mainer



**Commission Members**  
Pattie Cooper  
Suzanne Dellinger  
Andrea Demopulos  
Brandei Goolsby  
Jordana Harwell  
Cheryl Scarborough

**CITY OF ANGLETON, TEXAS  
PUBLIC NOTICE OF A KEEP ANGLETON BEAUTIFUL COMMISSION MEETING  
MONDAY, JULY 6, 2020, 11:00 A.M.  
120 S. CHENANGO STREET ANGLETON, TEXAS 77515**

**NOTICE IS HEREBY GIVEN PURSUANT TO V.T.C.A., GOVERNMENT CODE, CHAPTER 551, THAT THE KEEP ANGLETON BEAUTIFUL COMMISSION WILL CONDUCT A MEETING, OPEN TO THE PUBLIC, ON MONDAY, JULY 6, 2020, AT 11:00 A.M., AT THE CITY OF ANGLETON COUNCIL CHAMBERS LOCATED AT 120 S. CHENANGO STREET ANGLETON, TEXAS 77515.**

In accordance with an Order of the Office of the Governor issued March 16, 2020, the City Council of the City of Angleton, Texas will conduct the meeting scheduled at Tuesday, June 9, 2020, at 6:00 P.M., at The City of Angleton Council Chambers located at 120 S. Chenango Street Angleton, Texas 77515 and will be live-streamed on Facebook live at <https://www.facebook.com/cityofangleton/> to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). The City will follow the minimum recommended health protocols as set forth by the Texas Health and Human Services.

**AGENDA**

1. Declaration of a quorum and call to order.
2. Approve the minutes of Keep Angleton Beautiful Commission meeting of June 8, 2020.
3. Elect a Keep Angleton Beautiful Commission Chairman and Vice-Chairman. Approve the minutes of Keep Angleton Beautiful Commission meeting of June 8, 2020.
4. Discussion and possible action on Keep Angleton Beautiful Memberships. (Daveyon Edwards)
5. Discussion on Parks and Recreation Sponsorship Packet. (Daveyon Edwards)

6. Discussion on Chapter 12 - Junked, Abandoned, Wrecked Property of the Code of Ordinances. (Kyle Reynolds)
7. Discussion on TxDOT box wrap regarding revised theme (Daveyon Edwards)
8. Discussion on City Branding. (Megan Mainer)
9. Items for next meeting
10. Adjournment

**CERTIFICATION**

I, Megan Mainer, Executive Director, do hereby certify that this Notice of a Keep Angleton Beautiful Commission 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](http://www.angleton.tx.us), in compliance with Chapter 551, Texas Government Code. The said Notice was posted on the following date and time: Thursday, July 2, 2020, by 11:00 a.m. and remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

*/s/ Megan Mainer*

\_\_\_\_\_  
Megan Mainer  
Executive Director

***In compliance with the Americans with Disabilities Act, the City of Angleton will provide reasonable accommodations for persons attending City meetings. The facility is wheelchair accessible and accessible parking spaces are available. To better serve you, please send your requests in advance. Please contact the City Secretary at 979-849-4364, extension 2115 or email [faguilar@angleton.tx.us](mailto:faguilar@angleton.tx.us).***



**CITY OF ANGLETON  
CITY COUNCIL REGULAR MEETING MINTUES  
MONDAY, JUNE 8, 2020, 11:00 A.M.  
120 S. CHENANGO STREET ANGLETON, TEXAS 77515**

**THE FOLLOWING REPRESENTS THE ACTIONS TAKEN BY THE KEEP ANGLETON BEAUTIFUL BOARD IN THE ORDER THEY OCCURRED DURING THE MEETING. KEEP ANGLETON BEAUTIFUL, CONVENED IN A REGULAR MEETING ON MONDAY, JUNE 8, 2020, AT 11:00 A.M. IN THE ANGLETON CITY HALL COUNCIL CHAMBERS, 120 S. CHENANGO, ANGLETON, TEXAS 77515.**

**AGENDA**

**DECLARATION OF A QUORUM AND CALL TO ORDER**

**With a quorum present, Keep Angleton Beautiful President Tracy Delesandri called the Keep Angleton Meeting to order at 11:03 A.M.**

**APPROVAL OF THE MINTUES**

1. Approve the minutes of the Keep Angleton Beautiful regular called meeting of March 9, 2020.

**Upon a motion by Keep Angleton Beautiful Member Andrea Demopulos and seconded by Keep Angleton Beautiful Member Brandei Goolsby, Keep Angleton Beautiful approved the minutes of the Keep Angleton Beautiful regular called meeting of May 4, 2020. The motion passed on a 5-0 vote.**

**REGULAR AGENDA**

2. Discussion and possible action regarding FY20-21 Budget.  
**Upon a motion by Keep Angleton Beautiful Member Andrea Demopulos and seconded by Keep Angleton Beautiful Member Brandei Goolsby, Keep Angleton Beautiful made a motion to proceed with proposed budget. The motion passed on a 5-0 vote.**
3. Discussion and possible action regarding Keep Angleton Beautiful Memberships.  
**Keep Angleton Beautiful Board tabled action and suggestions revisions to staff to be presented at the next board meeting.**

4. Discussion and possible action regarding Biannual T-shirt fundraiser.  
**Upon a motion by Keep Angleton Beautiful Member Brandei Goolsby and seconded by Keep Angleton Beautiful Member Suzanne Dillinger, Keep Angleton Beautiful made a motion to proceed with the Biannual T-shirt fundraiser. The motion passed on a 5-0 vote.**
5. Discussion regarding PARD 2020-2021 Sponsorship Packet.  
**No action taken.**
6. Discussion regarding iNaturalist virtual Program.  
**No action taken.**
7. Discussion regarding City Branding.  
**No action taken.**

**ADJOURNMENT**

**Upon a motion by Keep Angleton Beautiful President Tracey Delesandri and seconded by Keep Angleton Beautiful Member Andrea Demopulos the meeting was adjourned at 12:07 P.M.**

**These minutes were approved by Keep Angleton Beautiful, 2020 upon a motion by Keep Angleton Beautiful Member, seconded by Keep Angleton Beautiful Member. The motion passed on a 5-0 vote. Jordana Harwell and Pattie Copper was absent.**

**CITY OF ANGLETON, TEXAS**

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Tracy Delesandri  
Keep Angleton Beautiful Chair

**ATTEST:**

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Megan Mainer, CPRP  
Parks & Recreation Director



**CITY OF ANGLETON, TEXAS  
AGENDA ITEM SUMMARY FORM**

**MEETING DATE:** 7/6/2020

**ITEM #3**

**PREPARED BY:** Daveyon Edwards

**AGENDA ITEM TITLE:** Elect Vice President

**AGENDA ITEM SECTION:** (choose one below)

Ceremonial Presentation

Consent Agenda

Regular Agenda

Public Hearing

Executive Session

**BUDGETED AMOUNT:**

N/A

**FUNDS REQUESTED:**

N/A

**FUND:**

N/A

**EXECUTIVE SUMMARY:**

Per the Resolution a President and Vice President will be elected every year.

**ATTACHMENTS (Attachment description):**

Boards and Commissions Ordinance.

**RECOMMENDATION:**

Click here to enter text.

ORDINANCE NO. 2014-O-9A

AN ORDINANCE REPEALING CHAPTER 2, ADMINISTRATION, ARTICLE III. BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 3, CLEAN CITY COMMISSION AND AMENDING THE CODE OF ORDINANCES, CITY OF ANGLETON, TEXAS, CHAPTER 2, ARTICLE III., SEC. 2-89 THROUGH SEC. 2-96 TO INCLUDE ADOPTING NEW PROVISIONS RELATING TO THE KEEP ANGLETON BEAUTIFUL COMMISSION; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN OPEN MEETINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, in 2002, City Council adopted Ordinance No. 2479 creating a Keep Angleton Beautiful Commission to assist the City Council in establishing procedures and actions to insure the beautification of the City of Angleton; and

WHEREAS, in 2008, there were apparent discussions by the Commission to revise various provisions of the Ordinance, but those provisions were never formally brought to City Council for their official adoption and approval; and

WHEREAS, the purpose of this Ordinance is to establish official guidelines or operating rules to establish how this Commission will function and maintain long-term stability and viability;

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

**SECTION 1.** That the City Council of the City of Angleton, Texas, repeals Code of Ordinances, City of Angleton, Texas, Chapter 2, Administration, Article III., Boards, Committees and Commissions, Division 3, Clean City Commission.

**SECTION 2.** That the City Council of the City of Angleton, Texas amends the Code of Ordinances, City of Angleton, Texas, Chapter 2, , Administration, Article III., Boards, Committees and Commissions, Division 3, Keep Angleton Beautiful Commission, Sec. 2-89 through Sec. 2-96, which reads as follows:

**DIVISION 3. KEEP ANGLETON BEAUTIFUL COMMISSION**

**Sec. 2-89. Created; purpose.**

A Keep Angleton Beautiful (KAB) Commission is hereby created for the purpose of assisting the city council in establishing a city-wide policy for litter prevention, solid waste management and beautification.

**Sec. 2-90. Composition; appointment; terms.**

- (a) The KAB Commission shall be comprised of seven (7) members to be nominated by members of the KAB Commission and approved by the City Council. A minimum of three (3) Commission members appointed by City Council shall be residents of the City of Angleton or pay real property or tangible personal property taxes to the Brazoria County Tax Assessor-Collector for property located in the City of Angleton, a maximum of three (3) Commission members shall be appointed by City Council, regardless of City residency or taxpayer status and one (1) Commission member appointed by City Council shall be a representative of the Angleton Independent School District.
- (b) The term of each commission member shall be two (2) years. Positions 2, 4 and 6 shall expire in even-numbered years. Positions 1, 3, 5 and 7 shall expire in odd-numbered years.
- (c) In addition, City Staff may serve as an ex-officio member of the commission.

**Sec 2-91. Executive director.**

The executive director of the KAB Commission shall be the non-voting secretary of the KAB Commission. The executive director shall be custodian of all minutes and records of the board and perform such other duties, as the commission may deem necessary and consistent with both the

responsibilities of the commission and their responsibilities to the city. The executive director shall be hired by the City of Angleton and shall work under the supervision and control of the Parks and Recreation Director or a City Director designated by the City Manager for the purpose of implementing the provisions of this division.

**Sec 2-92. Commission meetings; operational procedures.**

- (a) Four (4) members of the KAB Commission shall constitute a quorum for the conduct of business. The members of the commission shall regularly attend meetings and public hearings of the commission and shall serve without compensation except for reimbursement of authorized expenses attendant to the performance of their duties.
- (b) The commission shall hold an organizational meeting annually and shall elect a chairman and vice-chairman from among its members before proceeding to any other matters of business. The commission shall meet regularly and shall designate the time and place of its meetings.
- (c) The commission shall adopt its own rules of procedure and keep a record of its proceedings in accordance with the provisions of this article and the Charter of the City. Newly appointed members shall be installed at the first regular meeting after their appointments.

**Sec 2-93. Responsibilities.**

- (a) The KAB Commission shall recommend litter prevention, solid waste management and beautification policies to the city council so that all KAB activities may follow a common purpose. The commission shall have the following responsibilities:
  - 1) Development city-wide litter prevention, solid waste management and beautification policy plans(s);
  - 2) Evaluate city actions in light of that policy;
  - 3) Determine and recommend to the city council management and program priorities on a city-wide basis;
  - 4) Recommend enforcement and additional program alternatives;
  - 5) Monitor city performance from data collected and examined under the Keep America Beautiful, Inc., Clean Community system guidelines and make an annual report to the city council;
  - 6) Carry out such other tasks as the city council may designate.
- (b) To accomplish these responsibilities the commission shall establish subcommittees including but not limited to, the areas of litter prevention, solid waste management, beautification, city-wide clean-up(s), education and marketing, and code and law enforcement.
- (c) Each subcommittee will be chaired by a KAB Commission member with an unspecified number of community volunteers chosen by the commission as working subcommittee.

**Sec. 2-94. Funding.**

- (a) Office supplies, telephone and postage for the executive director shall be furnished by the City within the budgetary appropriation process. Additional funds for commission activities involving travel or training for the executive director shall also be supplied by the city within council-imposed budgetary restraints.
- (b) The executive director's salary shall be set by the city council and paid by the City. Such salary and any other expenses, whether specifically enumerated in the preceding paragraph or not, may be paid from donations when, as and if same are received by the

city from the general public, business, industry, foundations and other sources for the purposes embraced by the scope of the commission's purpose and responsibilities administered in accordance with standard city policy and practice as governed by statute, charter and ordinance.

- (c) The KAB Commission's programs and activities shall be funded through an approved budget. The KAB Commission shall submit recommendations for an annual budget to city council. Acceptance and expenditures of funds shall be done in accordance with standard city policy and practice as governed by statute, charter and ordinance.

**Sec. 2-95. Absences; filling vacancies**

Active participation on the KAB Commission is required. Anyone who is absent from three (3) consecutive regularly scheduled meetings or any four (4) meetings in a one (1) year period beginning June 1 through May 31 shall be considered an automatic resignation. Persons with extenuating circumstances may reapply to be a KAB Commission member and City Council may reappoint the individual. When a vacancy exists on the KAB Commission, the Executive Director shall immediately notify the city council of the vacancy. Vacancies occurring on the commission, for whatever reason, shall be filled by appointment by the city council for the remainder of the unexpired term.

**Sec. 2-96 Liaison with city council**

The city council shall appoint a representative to attend the meetings of the KAB Commission and serve as liaison between the commission and the city council.

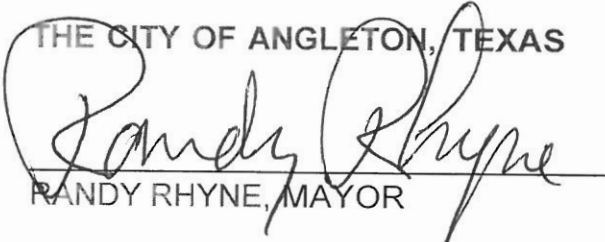
**SECTION 3.** That the declarations, determinations, and findings declared, made and found in the preamble of this Ordinance are hereby adopted, restated and made a part of the operative provisions of this Ordinance.

**SECTION 4.** That if any section or part of this Ordinance is held unconstitutional, illegal, or invalid, then such unconstitutionality, illegality or invalidity of such section or part shall in no way effect, impair, or invalidate the remaining portion or portions, the same shall remain in full force and effect and to this end, the provisions of this Ordinance are declared to be severable.

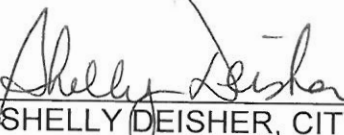
**SECTION 5.** That the City Council has found and determined that the meeting at which this Ordinance is considered is open to the public and that notice thereof was given in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that a quorum of the City Council was present.

**SECTION 6.** That this Ordinance shall be in full force and effect from and after September 9, 2014.

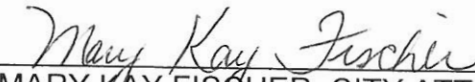
**PASSED AND APPROVED** this the 9th day of September, 2014.

THE CITY OF ANGLETON, TEXAS  
  
RANDY RHYNE, MAYOR

ATTEST:

  
\_\_\_\_\_  
SHELLY DEISHER, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MARY KAY FISCHER, CITY ATTORNEY



**CITY OF ANGLETON, TEXAS  
AGENDA ITEM SUMMARY FORM**

**MEETING DATE:** 7/6/2020

**ITEM #4**

**PREPARED BY:** Daveyon Edwards

**AGENDA ITEM TITLE:** Keep Angleton Beautiful Membership

**AGENDA ITEM SECTION:** (choose one below)

Ceremonial Presentation

Consent Agenda

Regular Agenda

Public Hearing

Executive Session

**BUDGETED AMOUNT:**

N/A

**FUNDS REQUESTED:**

N/A

**FUND:**

N/A

**EXECUTIVE SUMMARY:**

Staff would like to propose Keep Angleton Beautiful memberships as an annual fundraiser beginning October 1, 2020. KAB memberships will allow individuals to make a direct contribution to the programs and events KAB provides for the Angleton Community. Various levels of memberships and associated benefits will be identified. If the levels and pricing is approved, the brochure will be sent to BayStar to professionalize.

After June 8 meeting staff took recommendations from the board to develop with BayStar, to present on July 6.

**ATTACHMENTS (Attachment description):**

New Proposed Keep Angleton Beautiful Membership Brochure

**RECOMMENDATION:**

Staff recommends Keep Angleton Beautiful Membership Brochure.



Our vision of Keep Angleton Beautiful, Inc. (KAB) is to make Angleton, Texas the most beautiful and environmentally responsible place in Texas, one person at a time.

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KEEP ANGLETON BEAUTIFUL  
1601 N. VALDERAS STREET  
ANGLETON, TEXAS 77515



General Membership



Keep Texas Beautiful  
KEEP AMERICA BEAUTIFUL AFFILIATE



*KAB members make a direct investment in the program KAB provides for the Angleton community. Join us today— YOU play a vital role in our efforts to create a clean, vibrant, beautiful Angleton.*



## General Membership Form

Please fill out this form and return with payment to KAB at the address provided below. Thank you.

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Email \_\_\_\_\_

Level of Membership     \$25 Balm  
     \$50 Coneflower  
     \$100 Lavendar

Total Enclosed \$ \_\_\_\_\_

Check # \_\_\_\_\_

Please make checks payable to City of Angleton

Visa     Master-Card     Other \_\_\_\_\_

Cardholders Name \_\_\_\_\_

Card Number \_\_\_\_\_

Billing Zip Code \_\_\_\_\_

Expiration Date \_\_\_\_/\_\_\_\_ Security Code \_\_\_\_\_

Signature \_\_\_\_\_

Keep Angleton Beautiful  
 1601 N. Valderas Street • Angleton, Texas 77515



### Levels of Memberships

\$25 Balm

\$50 Coneflower

\$100 Lavendar

### Benefits of Memberships

#### Balm (\$25)

- KAB membership sticker and other goodies to identify you as part of Team KAB
- Subscription to monthly KAB e-newsletter (print copy available upon request)
- Early, members-only registration for a free tree through the annual Community Tree Giveaway in October
- Members-only discounts from local participating nurseries and landscaping companies
- Personal investment in making Angleton cleaner and more beautiful



#### Coneflower (\$50)

- Includes benefits of Balm level, plus:
- Packet of North Texas wildflower seeds

#### Lavendar (\$100)

- Includes benefits of Coneflower level, plus:
- KAB reuseable bag or KAB t-shirt (your choice)
- Top recognition in the KAB newsletter, KAB annual report, and KAB's annual appreciation ad



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**CITY OF ANGLETON, TEXAS  
AGENDA ITEM SUMMARY FORM**

**MEETING DATE:** 7/6/2020

**ITEM #5**

**PREPARED BY:** Daveyon Edwards

**AGENDA ITEM TITLE:** Parks and Recreation Sponsorship Program

**AGENDA ITEM SECTION:** (choose one below)

Ceremonial Presentation

Consent Agenda

Regular Agenda

Public Hearing

Executive Session

**BUDGETED AMOUNT:**

N/A

**FUNDS REQUESTED:**

N/A

**FUND:**

N/A

**EXECUTIVE SUMMARY:**

Staff has researched and developed a sponsorship packet for parks and recreation. The sponsorships will allow individuals to make a direct contribution to the programs and events Parks and Recreation and KAB provides for the Angleton Community. Various levels of Sponsorships and associated benefits will be identified.

After June 8 meeting staff took recommendations from the board to develop with BayStar, to present on July 6.

**ATTACHMENTS (Attachment description):**

New Proposed Parks and Recreation Sponsorship Program Packet, the First Draft from Baystar.

**RECOMMENDATION:**

*City of Angleton*  
**PARKS & RECREATION**

2020 – 2021 Partnership Catalog



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# Partner Sponsorship Opportunities

**Champions:** The highest level of support, which is a multifaceted investment in the City of Angleton PARD and KAB. Benefits are provided throughout the year and are reflective of the PARD mission and vision statements.

**City services / events sponsors:** Opportunities to support education, advocacy and social services provided throughout the year at the residential and city level. The benefits are tailored to each specific event/service and include marketing/ communication benefit offered throughout the year.

On behalf of PARD and KAB, to those business partners who have supported us in the past, thank you for your continued commitment—we truly value your participation. To those who are considering this opportunity to get involved, the leadership of KAB, PARD and I stand ready to answer your questions and explore possibilities. Together, KAB and PARD and its business partners can make a difference as we endeavor to enhance and impact the City of Angleton- to businesses, neighborhoods, residents, and individuals we serve.

**Daveyon Edwards, PARD Admin Asst., KAB Coordinator**

## The 2020-2021 sponsorship/ partnership opportunities follow the multi-tier approach below:

Opportunity Break-down	MVP - \$10,000	All-Star - \$5,000	Veteran - \$1,000	Rookie - \$750	Participant - \$500	Spectator - \$250
Booth availability [if applicable]	■					
Inclusion in Event flyer design	■	■				
PARD apparel	■	■	■			
Website recognition	■	■	■	■	■	
Social media promotions	■	■	■	■	■	
Playbook / Senior newsletter ad space	Full page	Half page	1/4 page	1/8 page	1/8 page	
Digital newsletter	■	■	■	■	■	■
Quarterly postcard	■	■	■	■	■	■
Swag package	■	■	■	■	■	■
Verbal recognition at events	■	■	■	■	■	■



*"The mission of Angleton Parks and Recreation is to provide a well-maintained, diverse, family-oriented environment that enhances the quality of life for the citizens of Angleton."*

**- Angleton Parks and Recreation**

*"Our vision is to make Angleton, Texas, the most beautiful and environmentally responsible place in Texas, one person at a time"*

**- Keep Angleton Beautiful**

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# Angleton Recreation Center Programs

## ▶ Programs

**Summer Jamboree:** Our mission is to provide youth with a safe atmosphere that fosters socialization, positive self-esteem, creativity, respect, responsibility, education and honesty. We provide youth with fun, new experiences that are both interactive and innovative. We also provide many learning and educational experiences throughout summer jamboree.

**Start Smart Football:** Mini athletes learn the basics of the game of Football once a week for six weeks.

**All comers Cross Country Program:** This program is designed for all ages to develop overall fitness and endurance while having a blast at the same time! A T-shirt will be provided to those who register by August 10th and ribbons will be given to the top 3 finishers at each meet.

## ▶ Swim Lessons

**Tadpoles:** Level 1 intros participants to the aquatic environment and helps them gain basic water safety and aquatic skills. Also begin to develop positive attitudes and save practices around water. Basic skills include: supported floating and kicking on front and back, alternating arm action, fundamentals of floating and parental swimming, bubble blowing, water safety rules, and bobbing.

**Goldfish:** Build on the basic aquatic skills and water safety skills and concepts learned in Level 1 Level 2 marks the beginning of independent aquatic locomotion skills.

**Stingray:** Build on the skill learned in Level 2. Participants learn to swim the front crawl and elementary backstroke at rudimentary proficiency levels and are introduced to scissors and dolphin kicks and learn the survival float.

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# Angleton Recreation Center Events

**Flick & Float:** Join us every Thursday until August for a free movie in the pool! Screenings include new releases and popular classics. Pool noodles will be available. Appropriate swimwear required. Spaces are limited.

**Dickey Park Storywalk®:** Get interactive at Dickey Park with this activity that allows you to read a story as you walk the park trail. Each page will feature an activity to try! Register your visit with onsite QR code, then visit the Angleton Recreation Center to get a cool prize.

**Glow in the Dark Pound®:** Be sure to wear your best glow in the dark workout gear as we sweat, sculpt, rock and glow!

**Silver Hearts Drive Through Birthday:** Join us for our Drive Through Birthday Celebration. Drive through the Angleton Recreation Center's parking lot and pick up a boxed Subway lunch and goodie bag. Everyone will also receive instructions to get on Zoom to have a celebration meeting online. Door prizes will be drawn during our Zoom meeting.

**Cardboard Boat Regatta:** Grab a teammate (or be a team of one) and use your imagination to build a boat entirely out of duct tape and cardboard! Who will sink and who will float to the finish line? Boats must be completed before race day.

**Fall Family Festival:** Come enjoy our annual Fall Family Festival every October! We will have food vendors, shop vendors, rides, inflatables, games, and a pumpkin patch. This is a free event for the community!

**Father-Daughter Dance:** A night out for father-daughter bonding. We provide refreshments, desserts, giveaways for the daughters, and a DJ for entertainment.

**Silver Heart Christmas Party:** Join us for our Annual Senior Christmas Party. We will have a catered lunch, games, a goodie bag for all seniors and door prizes.

**Heart of Christmas:** Our annual Heart of Christmas event is held the first Saturday of December. Booths of local organizations pass out free items such as hot chocolate/coffee, sweets and more! Santa makes an appearance for photos at no cost, and this past year we welcomed Elsa and Olaf. We have carnival rides and inflatables for kids and families to enjoy till closing.

**Family Bingo Night:** Each quarter we'll host a Family Bingo night for families—we'll come up with a theme for everyone and winners receive gift cards!

**In the works:** Winter and Spring Camps, Bike-athons, Butterfly Festival and 5k, Monarch Waystation Education Classes, and Drive-in Movies.

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# Keep Angleton Beautiful Projects

**Targeted Neighborhood Clean-Up:** We will be partnering up with Waste Connections for Angleton residents to dispose of heavy and bulky trash items. There will not be tire recycling, paper shredding or electronic recycling at this particular event. For additional information contact [dedwards@angleton.tx.us](mailto:dedwards@angleton.tx.us) or call (979) 849-4364 extension 4102.

**Green Thumb Gardening Workshops:** Facilitate a 2020 gardening series promoting best practices in home garden development and management. The programs will be instructed by Brazoria County AgriLife Horticulture Agent, Stephen Brueggerhoff and Brazoria County Master Gardener experts. Topics will include vegetable production as well as selected home landscape development topics. Detailed flyers for the topic covered each month will be provided at the Angleton Recreation Center as well as online.

## **Angleton Business Beautification Incentive Project:**

The Angleton Keep Angleton Beautiful board announces the Angleton Business Beautification Incentive Project. This is for the purpose of enhancing existing business landscaping improvements including flowers, flower pots, potted bushes, other vegetation, etc. The Angleton Business Beautification Project provides existing commercial businesses the opportunity to receive a 50% cash max up to a \$500 maximum reimbursement from the City of Angleton. If you have any questions regarding the project or would like to get involved please contact Daveyon Edwards, Parks & Recreation Administrative Assistant, Keep Angleton Beautiful Coordinator (979)849-4364 ext. 4102, [dedwards@angleton.tx.us](mailto:dedwards@angleton.tx.us).

Photos

Photos

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# Partner Sponsorship Form

**Business Name** \_\_\_\_\_

**Contact** \_\_\_\_\_

**Address** \_\_\_\_\_

**Email** \_\_\_\_\_ **Telephone** \_\_\_\_\_

- |  |   |
|--|---|
| <input type="checkbox"/> YES! MVP Annual Sponsor, \$10,000     | <input type="checkbox"/> YES! Rookie Annual Sponsor, \$750      |
| <input type="checkbox"/> YES! All-Star Annual Sponsor, \$5,000 | <input type="checkbox"/> YES! Participant Annual Sponsor, \$500 |
| <input type="checkbox"/> YES! Veteran Annual Sponsor, \$1,000  | <input type="checkbox"/> YES! Spectator Annual Sponsor, \$250   |

## Angleton Recreation Center Programs

- |   |  |
|---|--|
| <input type="checkbox"/> Summer Jamboree                  | <input type="checkbox"/> Tadpoles Swim Lessons |
| <input type="checkbox"/> Start Smart Football             | <input type="checkbox"/> Goldfish Swim Lessons |
| <input type="checkbox"/> All Comers Cross Country Program | <input type="checkbox"/> Stingray Swim Lessons |

## Angleton Recreation Center Events

- |   |   |
|---|---|
| <input type="checkbox"/> Flick & Float                        | <input type="checkbox"/> Father-Daughter Dance        |
| <input type="checkbox"/> Dickey Park StoryWalk®               | <input type="checkbox"/> Silver Heart Christmas Party |
| <input type="checkbox"/> Glow in the Dark Pound®              | <input type="checkbox"/> Heart of Christmas           |
| <input type="checkbox"/> Silver Hearts Drive Through Birthday | <input type="checkbox"/> Family Bingo Night           |
| <input type="checkbox"/> Cardboard Boat Regatta               | <input type="checkbox"/> Other _____                  |
| <input type="checkbox"/> Fall Family Festival                 | _____   |

## Keep Angleton Beautiful Projects

- |  |   |
|--|---|
| <input type="checkbox"/> Targeted Neighborhood Clean-Up  | <input type="checkbox"/> Angleton Business Beautification Incentive |
| <input type="checkbox"/> Green Thumb Gardening Workshops |   |

## Payment Information

- |  |  |
|--|--|
| <input type="checkbox"/> Enclosed is my sponsorship payment  | <input type="checkbox"/> Please send me an invoice |
| <input type="checkbox"/> Please call me for payment by phone |  |

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**Angleton Parks & Recreation Administration**

1601 N. Valderas • Angleton, TX 77515

979-849-4364, opt. 5

[angleton.tx.us/156/Parks-Recreation](http://angleton.tx.us/156/Parks-Recreation)

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**CITY OF ANGLETON, TEXAS  
AGENDA ITEM SUMMARY FORM**

**MEETING DATE:** 7/6/2020

**ITEM #6**

**PREPARED BY:** Kyle Reynolds

**AGENDA ITEM TITLE:** Chapter 12 - Junked, Abandoned, Wrecked Property of the Code of Ordinances.

**AGENDA ITEM SECTION:** (choose one below)

Ceremonial Presentation

Consent Agenda

Regular Agenda

Public Hearing

Executive Session

**BUDGETED AMOUNT:**

N/A

**FUNDS REQUESTED:**

N/A

**FUND:**

N/A

**EXECUTIVE SUMMARY:**

[Click here to enter text.](#)

**ATTACHMENTS (Attachment description):**

[Click here to enter text.](#)

**RECOMMENDATION:**

## Chapter 12 - JUNKED, ABANDONED, WRECKED PROPERTY<sup>11</sup>

### Footnotes:

--- (1) ---

**Cross reference**— Animal nuisances, § 4-6; buildings and building regulations, Ch. 5; fire prevention, Ch. 7; garbage and refuse, Ch. 9; health and sanitation, Ch. 10; housing, Ch. 11; abandoned iceboxes and refrigerators, etc., removal of door, § 13-1; manufactured homes and manufactured home parks, Ch. 14; parks and recreation, Ch. 17; police, Ch. 20; streets, sidewalks and other public places, Ch. 22; subdivisions, Ch. 23; traffic and motor vehicles, Ch. 25; utilities, Ch. 26; zoning, Ch. 28.

### ARTICLE I. - IN GENERAL

Secs. 12-1—12-15. - Reserved.

### ARTICLE II. - MOTOR VEHICLES<sup>12</sup>

### Footnotes:

--- (2) ---

**Cross reference**— Traffic and motor vehicles, Ch. 25; motor vehicle storage, § 25-286 et seq.

**State Law reference**— Authority to take into custody abandoned motor vehicles, Vernon's Ann. Civ. St. art. 4477-9a, § 5.01 et seq.

Sec. 12-16. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Demolisher* shall mean any person whose business is to convert a motor vehicle into processed scrap or scrap metal, or otherwise to wreck or dismantle motor vehicles.

*Junked vehicle* shall mean any motor vehicle which is inoperative and which does not have lawfully affixed thereto both an unexpired license plate or plates and a valid motor vehicle safety inspection certificate and which is wrecked, dismantled, partially dismantled or abandoned or discarded.

*Nonmotor driven vehicle* shall mean recreational vehicles, campers, or any other vehicle not driven by a motor.

(Code 1965, § 2-1; Ord. No. 2299, § 1, 4-20-93)

**Cross reference**— Definitions and rules of construction generally, § 1-2.

Sec. 12-17. - Parking, storing, leaving vehicles upon public or private property; prohibited, exceptions.

It shall be unlawful for any person to park, store or leave or to permit the parking, storing or leaving, or accumulation of any licensed or unlicensed motor vehicle or nonmotored driven vehicle of any kind, or part thereof, which is rusted, wrecked, junked, partially dismantled, inoperative, or in an abandoned condition, whether attended or not, upon any public or private property within the city limits for a period in excess of 30 days, unless such vehicle or parts thereof are completely enclosed within a building or are

stored in connection with a commercial garage or used car lot or in a junk yard area lawfully established within the city.

(Code 1965, § 14-41; Ord. No. 2299, § 2, 4-20-93)

Sec. 12-18. - Location or presence of junked vehicles within city deemed public nuisances; exceptions.

The location or presence of any junked vehicle or junked vehicles or nonmotor driven vehicles on any lot, tract, parcel of land or portion occupied or unoccupied, improved or unimproved, within the city shall be deemed a public nuisance. It shall be unlawful for any person or persons to cause or maintain such public nuisance by wrecking, dismantling, rendering inoperable, abandoning or discarding his or their vehicle or vehicles on the property of another or to suffer, permit or allow the same to be placed, located, maintained or exist upon his or their own real property. This section shall not apply to:

- (1) A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or
- (2) A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or a junkyard.
- (3) A nonmotor driven vehicle which is parked off the street and in an area where it is not visible from the street.

(Code 1965, § 2-2, 14-42; Ord. No. 2299, § 3, 4-20-93)

Sec. 12-19. - Abatement or removal order; contents; service; hearing.

- (a) Whenever any such public nuisance exists in the city in violation hereof, the chief of police, who shall administer this chapter, or the health officer shall send written notice, by certified or registered mail with a five-day return requested, to the owner of the real property or the occupant, if any, of the premises whereon such public nuisance exists to abate or remove the same.
- (b) The notice shall specify the nature of the public nuisance and that it must be removed and abated within ten days after the delivery of the certified mail receipt of such notice. It shall specify that a request for a public hearing under section 12-20 must be made before expiration of the ten-day period. If the notice is returned undelivered by the United States Post Office, official action by the city to abate said nuisance shall be continued to a date of not less than ten days from the date of such return.

(Code 1965, § 2-3(a))

**State Law reference**— Similar provisions, Vernon's Ann. Civ. St. art. 4477-9a, § 5.09(a)—(e).

Sec. 12-20. - Public hearing.

- (a) A public hearing prior to the removal of the vehicle or part thereof as a public nuisance shall be held before the city council or any other board, commission, or official of the city, as designated by the governing body, when such hearing is requested by the owner or occupant of the premises on which the vehicle is located within ten days after the delivery date of the certified mail receipt of the notice to abate the nuisance.
- (b) Any resolution or order requiring the removal of a vehicle or part thereof shall include a description of the vehicle and the correct identification number and license number of the vehicle, if available at the site. If the owner or occupant fails to comply with the resolution or order, he shall be subject to the penalty set out in section 1-14.

(Code 1965, § 2-3)

**State Law reference**— Similar provisions, Vernon's Ann. Civ. St. art. 4477-9a, § 5.09(e).

Sec. 12-21. - Removal with permission of owner or occupant.

If, within ten days after receipt of notice from the chief of police, or his duly authorized agent, to abate the nuisance, as herein provided, the owner or occupant of the premises shall give his written permission to the chief of police, or his duly authorized agent for removal of the junked motor vehicle from the premises, the giving of such permission shall be considered compliance with the provisions of this article.

(Code 1965, § 2-4)

Sec. 12-22. - Disposal of junked vehicles.

- (a) If such public nuisance is not abated by the owner or occupant after notice is given in accordance with this article, official action shall be taken by the city to abate such nuisance.
- (b) Junked vehicles or parts thereof may be disposed of by removal to a scrapyard, demolishers or any suitable site operated by the city for processing as scrap as salvage, which removal or process shall be consistent with this section and Vernon's Ann. Civ. St. art. 4477-9a, § 5.09.
- (c) After a vehicle has been removed pursuant to this article, it shall not be reconstructed or made operable by any person.
- (d) Notice shall be given to the Texas department of highways and public transportation within five days after the date of removal identifying the vehicle or part thereof.

(Code 1965, § 2-5)

**State Law reference**— Similar provisions, Vernon's Ann. Civ. St. art. 4477-9a, § 5.09(f).

Sec. 12-23. - Authority to enforce.

The chief of police, or his agent, may enter upon private property for the purposes specified in this article to examine vehicles or parts thereof, obtain information as to the identity of vehicles and to remove or cause the removal of a vehicle or parts thereof declared to be a nuisance pursuant to this article. The municipal court of the city shall have authority to issue all orders necessary to enforce such article.

(Code 1965, § 2-6)

Sec. 12-24. - Application.

Nothing in this article shall affect ordinances that permit immediate removal of a vehicle left on public property which constitutes an obstruction to traffic.

(Code 1965, § 2-7)

Secs. 12-25—12-35. - Reserved.

ARTICLE III. - JUNKED, ABANDONED PROPERTY OTHER THAN VEHICLES<sup>[3]</sup>

Footnotes:

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**Cross reference**— Vehicle storage facilities, § 10-81 et seq.

Sec. 12-36. - Storing, leaving, accumulating personal property upon public or private property, prohibited, exceptions.

It shall be unlawful for any person, business firm or corporation, to store, leave or accumulate, or to permit the storing, leaving or accumulation of, any household appliance, furniture, bedding or other debris, whether attended or not, upon any public or private property within the city limits for a period in excess of 30 days, unless such household appliances, furniture, bedding or other debris are completely enclosed within a building or stored within a junk yard area lawfully established within the city.

(Code 1965, § 14-43)

Sec. 12-37. - Nuisance declared.

The storing, leaving or accumulation, or permitting the storing, leaving or accumulation of any household appliances, furniture, bedding or other debris, in violation of section 12-36 of this article is hereby declared to be a nuisance.

(Code 1965, § 14-44)

Sec. 12-38. - Duty to abate prohibited conditions.

It shall be the duty of the owner of any such nonmotor driven vehicle, motor vehicle, household appliance, furniture, bedding or other debris to remove the same from the city, at the owner's expense, unless such nonmotor driven vehicle, motor vehicle, household appliance, furniture, bedding or other debris be completely enclosed within a building or stored in connection with a junk yard area lawfully established within the city.

(Code 1965, § 14-45; Ord. No. 2299, § 4, 4-20-93)

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR WRAPPING OF  
TRAFFIC SIGNAL CONTROLLER CABINET  
FOR GOVERNMENTAL ENTITIES**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the State of Texas, acting through the Texas Department of Transportation, hereinafter called the “State” or “TxDOT,” and the City of Angleton, Texas, hereinafter called the “Local Government” on October 8, 2019.

**AGREEMENT**

**ARTICLE 1. TIME PERIOD**

- A. This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed and shall terminate on **September 30, 2024** or unless terminated in accordance with Article 10. This agreement may be renewed in writing by mutual agreement of the parties for two additional five-year terms after the expiration of the initial term of the contract.
- B. At the end of the agreement, the Local Government shall restore the State’s property to that of its previous condition unless mutually agreed otherwise. The cost of restoring the property shall be borne by the Local Government and meet standards in accordance with Article 7.

**ARTICLE 2. PROJECT**

- A. The Local Government agrees to have the work performed as described in Attachment A, Plan, which consists of traffic control plans, sketches, drawings, and in Attachment B, Work Responsibilities. The plan shall be subject to the review and satisfactory approval by the State prior to wrapping. No modification to the approved plan may be made without the prior written approval of TxDOT’s local District Engineer.
- B. Unless otherwise specifically stated in Attachment B, the State may supervise and inspect all work performed and provide such engineering inspection services as may be required to ensure that the project is accomplished in accordance with Attachment A.
- C. The Local Government agrees to maintain the wraps to the State’s satisfaction for the period of this agreement in accordance with Attachment C, Project Work Schedule.
- D. The Local Government shall provide, erect, and maintain to the satisfaction of the State any barricades, signs, and traffic handling devices necessary to protect the safety of the traveling public while performing any work on the project.
- E. The Local Government shall be responsible for the cost of materials and installation of any additional exhaust fan, or fans, should the equipment in the traffic signal controller cabinets included in the wrap plan not have a second fan already present. Any existing fans should be inspected to ensure full functionality.
- F. Traffic Signal Controller cabinets included in the wrap plan shall be evaluated by the State on a case by case basis for suitability. Cabinets more heavily populated with equipment will have higher temperatures than those less populated with equipment, and will be more likely to approach the rated temperature and may be excluded from the plan by the State.
- G. The Local Government shall consult with the manufacturers of the Traffic Signal Controller cabinet to identify wrap types that will adhere to aluminum and use the recommended products.
- H. All aspects of the project shall be carried out in compliance with applicable federal and state laws and regulations. The project shall be designed in accordance with Attachment A and with TxDOT’s latest policies, procedures, standards, and guidelines. The Local Government shall manage all work.
- I. It is expressly understood that the State does not purport hereby to grant any right, claim, title or easement in or upon this State property.

**ARTICLE 3. PROJECT FUNDING**

- A. The Local Government is responsible for 100% of the cost of designing, wrapping and maintaining the project. State funds shall not be made available to contribute to the design, wrapping, or maintenance of this project under any circumstances.
- B. Any costs incurred by the State for repairs to the State Property, for removal of debris or any other necessary restoration work as a result of the project shall be billed to the Local Government at cost. The Local Government shall make full and complete payment to the State within thirty (30) days from receipt of State’s written notification.

#### **ARTICLE 4. REPRESENTATIONS AND WARRANTIES**

- A. The Local Government represents and warrants that it has unrestricted and full use of any materials and items described in Attachment A and that by signing this agreement it relinquishes and transfers all rights and interest in and use to the State.
- B. The Local Government acknowledges that while it is not an agent, servant, nor employee of the State, it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

#### **ARTICLE 5. MAINTENANCE**

- A. Upon completion of the Project, the Local Government will assume responsibility for the maintenance of the wrap.
- B. If the State requires to perform maintenance work on the decorated Traffic Signal Controller Cabinet it shall, and if there is any damage to the wrap the Local Government will be responsible for 100% of the cost of the repair to the wrap.
- C. If the State deems that the wrap on the Traffic Signal Controller Cabinet is fading or peeling, the Local Government shall be notified and must correct the issue and shall be responsible for 100% of the cost of the repair to the wrap.

#### **ARTICLE 6. RIGHT OF ACCESS**

- A. The State shall permit the Local Government access to the site to perform any activities required to execute the work.
- B. Ingress and egress shall be allowed at all times for Federal and Highway Administration personnel and state employees and equipment when highway maintenance operations are necessary and for inspection purposes.
- C. This agreement does not give the Local Government any right to display or permit any other party to display literature, memorabilia, artifacts, or anything else in or around the wrap project, with the exception of the project itself. The Local Government shall follow all current TxDOT rules, policies, procedures, and regulations, which may be modified by TxDOT at any time without notice.

#### **ARTICLE 7. CONDITION OF THE PROPERTY**

- A. The Local Government shall complete the project in strict conformity to the plan as approved by the State. The Local Government shall not remove or cover the TxDOT Logo and telephone number as it must remain for the public's use in reporting issues. The Local Government shall not deposit any waste products on the premises and shall remove any materials and debris from the premises at the end of the project. The Wrap project shall pose no danger or interfere to the traveling public. The State may halt the project at any time if, in its sole judgment, construction is posing a danger to the traveling public.
- A. The Local Government shall avoid damage on or outside the State property. At the State's request, the Local Government shall, at its own expense, restore or repair damage occurring on or outside State property, including but not limited to roadway and drainage structures, overhead signs, signs, traffic signals, pavement markings, and pavement to a condition equal to that existing before the project, and restore the natural and cultural environment in accordance with federal and state laws, including landscaping and historical features.

#### **ARTICLE 10. TERMINATION**

**This agreement may be terminated by: mutual written agreement and consent of both parties; the State upon the Local Government's violation of contract terms or failure to fulfill the obligations of this agreement; or the State if it determines that the performance of the project is not in the best interest of the State.**

- A. If the Local Government fails to maintain the project in accordance with Attachment C, Maintenance Schedule, the project shall be subject to removal at the State's discretion and at the Local Government's expense.
- B. If the project is not completed within one year of the date of execution of this agreement, this agreement shall be terminated.

In the event the Project is not completed, the State shall seek reimbursement from the Local Government for repairs to the State Property, for removal of debris or any other necessary restoration work as a result of the project. The State shall bill the Local Government at cost and the Local Government shall make full and complete payment to the State within thirty (30) days from receipt of State's written notification.

**ARTICLE 11. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
Parks & Recreation Director City of Angleton 1601 N Valderas Angleton, TX 77515 _____ _____	<i>Mail To:</i>  District Engineer Texas Department of Transportation, Houston District 7600 Washington Avenue Houston, Texas 77007

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**ARTICLE 12. SOLE AGREEMENT**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**ARTICLE 13. AMENDMENTS**

By mutual written consent of the parties, this contract may be amended prior to its expiration.

**ARTICLE 14. EMPLOYEES NOT TO BENEFIT**

Texas Transportation Commission policy mandates that employees of the Texas Department of Transportation shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Texas Department of Transportation.

**ARTICLE 15. DISPUTES**

In the event of disputes as to obligations under the agreement, the State's decision shall otherwise be final and binding.

**ARTICLE 16. ORDER OF DOCUMENT PRECEDENCE**

In the event of any conflict among the elements of this agreement, they should prevail in this order

- A. This Agreement,
- B. Attachment A, Wrap Plan,
- C. Attachment B, Work Responsibilities,
- D. Attachment C, Project Work Schedule.

**ARTICLE 17. CONFIDENTIALITY**

The Local Government shall not disclose information obtained from the State under this contract without the express written consent of the State.

**ARTICLE 18. ASSIGNMENTS OR SUBCONTRACTS**

The Local Government shall not assign or otherwise transfer their obligations under this agreement except with prior written consent of TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. A copy of the subcontract must be sent to TxDOT immediately following execution.

County \_\_\_\_\_  
Location \_\_\_\_\_

#### **ARTICLE 19. INDEMNIFICATION**

**A. Errors, Omissions, Negligent Acts.** To the extent permitted by law, the Local Government shall indemnify and save harmless the State and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, which are performed under this contract and which are caused by or result from error, omission, or act of the Local Government, its agent, or any person employed by the Local Government.

**B. Attorney Fees.** The Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney fees, which may be incurred by the State in litigation or otherwise resisting a claim or liabilities that may be imposed on the State as a result of error, omission, or act of the Local Government, its agents, or its employees.

#### **ARTICLE 20. COMPLIANCE WITH LAWS**

The Local Government performance shall be in compliance with all federal, state, and local laws, ordinances, and regulations including but not limited to:

- ◆ the Endangered Species Act of 1973, 16 USC Section 1531 et seq., and the regulations there as amended;
- ◆ TxDOT erosion and sedimentation control standards and TxDOT Vegetation and Management Standards, which may in any way regulate or control the activity; and
- ◆ all state and federal environmental laws and any conditions required by the State to protect the environment.

#### **ARTICLE 21. STATE AUDITOR**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **ARTICLE 22. INSURANCE**

If the Local Government or its subcontractors shall perform work on the State's right of way, the Local Government or its subcontractors shall maintain insurance on file with Contract Services of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 1560, Certificate of Insurance, as required by the State. No other proof of insurance is acceptable to the State. The Local Government or its subcontractors certifies that it shall keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Local Government or its subcontractors must stop work until a new certificate of insurance is provided.

#### **ARTICLE 23. SIGNATORY WARRANTY**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

County \_\_\_\_\_  
Location \_\_\_\_\_

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

\_\_\_\_\_, P. E.  
Quincy D. Allen, District Engineer

Date \_\_\_\_\_

**THE LOCAL GOVERNMENT**

Name of the Local Government \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

**Attachments**

- A. Wrap Plan**
- B. Work Responsibilities**
- C. Project Work Schedule**

## Attachment A Wrap Plan

**City of Angleton Public Art Project Plan**  
 Traffic Signal Controller Cabinet Wrap Project

**DEADLINE FOR SUBMITTAL:** Monday, November 11, 2019, at 5:00pm CST

**TOTAL ART BUDGET:** \$5,415

**LOCATION:** Various, Angleton, Texas

**ELIGIBILITY:** Regional

**Description of Opportunity:**

The City of Angleton’s Keep Angleton Beautiful (KAB) is pleased to partner with TxDOT in offering this opportunity. Temporary public art projects are one of the categories of projects determined to be most meaningful to Angleton and a priority for the Public Art Program’s resources.

KAB will provide significant assistance for this project, as they will lead efforts to promote the City’s RFP, administer a public meeting to educate the community about the application process by hosting a community-wide information session, liaise with the City regarding administration of the project, and oversee the execution of fabrication efforts and installation process. This is an opportunity for the KAB to gain experience leading a community-level public art project and grow their abilities to spearhead such projects. The City will oversee all aspects of the project, including issuing the RFP, offering technical assistance and administrative support, and holding all legal contracts with the artists, as well as paying the artists and vendors. The City will also make certain each milestone of this project adheres to the Project Plan and the Public Art Program’s process.

This project will solicit artists to design artwork to “wrap” around traffic boxes. Artists will submit a design based on the specifications outlined in the open call RFP. Then, the wrap will be fabricated and installed by a professional company, rather than alternative methods utilized by other cities where in the artist paints directly onto the electrical box. The method chosen is beneficial for Angleton because it ensures uniformity, correct application, standardization, and reduces risk. Maintenance of the traffic boxes has been successfully undertaken by TxDOT in order to ensure that each box is standing upright. In total, there will be three traffic boxes wrapped located along Business 288 and Loop 274.

**Budget:**

The total project budget is \$5,415, and includes all aspects of the artist call, fabrication, and installation. This project will be administered by the City of Angleton, with assistance provided by the KAB as noted herein. All payments and contracts will go through the City.

<b>Traffic Box Wrap – Public Art Project (Total Budget: \$5.415)</b> *this is a projection and subject to change*	
Fabrication of vinyl wrap and installation for 3 boxes	\$3,500
Artist stipend of \$250 for each design x 3 artists	\$750
Site surveys & templates	\$ 165
10% contingency	\$1,000
<b>Total Cost</b>	<b>\$5,415</b>

**Fulfilling Expectations:**

This project will fulfill the vision of 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.

**Goals:**

Create a temporary art project that:

- Beautifies the right-of-way
- Provides a memorable welcome for visitors to Angleton
- Enhances an area in Angleton that could be a future Downtown Entertainment District
- Supports the City of Angleton’s reputation as a place to see art
- Brightens drive for commuters

County \_\_\_\_\_  
Location \_\_\_\_\_

- Engages the community and builds the capacity of local arts organizations

**Selection Process - Open Competition RFP:**

- Recruit an artist through an open competition Request for Proposals (RFP), which is a publicly-circulated call to artists in which artists are asked to submit a concept for the artwork they would create.
  - The RFP will be administered via [www.PublicArtist.org](http://www.PublicArtist.org), and will require all electronic submission through this platform.
- The Public Art Program will host one public meeting to educate the community about how to apply to this public art opportunity.
- This project will convene a Selection Panel that will be comprised of Keep Angleton Beautiful Board members and City Staff. For this project, it is recommended to have five (5) panelists including two KAB Board members.
- Per the Public Art Plan, for projects with a budget of less than \$5,415, the Selection Panel recommendations can be referred directly to City Management for approval, if the panel includes at least two KAB Board members.
- In order to keep the KAB Board and City Council apprised of the artist selection for this project, it is recommended that FYI memos be distributed to each board upon City Management approval. City Management may, at its discretion, request other modes of outreach.

**Marketing:**

KAB and the City of Angleton will combine efforts to engage the community to participate in this “call to artists.” A list of individuals, media, artist groups, community groups, colleges, schools and others has been developed.

**Eligibility:**

- 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.

**Selection Criteria:**

Criteria used to select artwork include (equally weighted):

- Appropriateness of art to the community,
- Aesthetic quality,
- Quality of previous work,
- Commitment to carrying out the project,
- References,
- Site suitability, and
- Additional factors: Gateway Signage experience and other related information

**Theme:**

The art may be representational or abstract, but may not contain advertising, religious art, sexual content, negative imagery, or convey political partisanship. 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.

County \_\_\_\_\_  
Location \_\_\_\_\_

## **Attachment B Work Responsibilities**

### **City of Angleton Responsibilities Include:**

- The Local Government will develop a Traffic Signal Controller Cabinet Wrap Plan including locations.
- The Local Government will hire a subcontractor to measure selected boxes to include in the Request for Proposals.
- The Local Government will advertise Request for Proposals for artwork on publicartist.org and hold a question and answer meeting for prospective artists.
- The Local Government will select art for specified boxes and submit plans to TXDOT for review and approval.
- The Local Government will hire a subcontractor to install traffic signal controller cabinet wraps.
- The Local Government agrees to maintain the wraps to the State's satisfaction for the period of this agreement
- The Local Government shall provide, erect, and maintain to the satisfaction of the State any barricades, signs, and traffic handling devices necessary to protect the safety of the traveling public while performing any work on the project.
- The Local Government shall be responsible for the cost of materials for the wrap.
- Traffic Signal Controller cabinets included in the wrap plan shall be evaluated by the State on a case by case basis for suitability.
- The Local Government is responsible for 100% of the cost of designing, wrapping and maintaining the project.
- Upon completion of the Project, the Local Government will assume responsibility for the maintenance of the wrap.
- The Local Government shall not remove or cover the TxDOT Logo and telephone number as it must remain for the public's use in reporting issues.
- If the Local Government or its subcontractors shall perform work on the State's right of way, the Local Government or its subcontractors shall maintain insurance on file with Contract Services of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 1560, Certificate of Insurance, as required by the State.

### **TXDOT Responsibilities Include:**

- The State shall ensure each Traffic Signal Controller Cabinet is standing upright.
- The State shall permit the Local Government access to the site to perform any activities required to execute the work.
- The State shall inform the Local Government when submitted wrap designs are approved.
- The State will not be responsible for any costs associated with maintenance and repair to the wrap.
- The State will notify the Local Government if required maintenance, or replacement, is needed for the wrap.

County \_\_\_\_\_  
Location \_\_\_\_\_

### Attachment C Project Work Schedule

Timeline *this is a projection and subject to change*	
October 14, 2019	RFP Issue Date
October 28, 2019	Public Meeting for Application Process
November 11, 2019	Proposal Submittal Deadline
November 14, 2019	KAB Review and Recommendation
November 18-20, 2019	Approval from TXDOT
November 21, 2019	Artist Notified
December 10, 2019	City Council Approval
December and January	Wrap Installation



**CITY OF ANGLETON, TEXAS  
AGENDA ITEM SUMMARY FORM**

**MEETING DATE:** 7/6/2020

**ITEM #7**

**PREPARED BY:** Megan Mainer and Daveyon Edwards

**AGENDA ITEM TITLE:** TxDOT Box Wrap

**AGENDA ITEM SECTION:** (choose one below)

Ceremonial Presentation

Consent Agenda

Regular Agenda

Public Hearing

Executive Session

**BUDGETED AMOUNT:**

N/A

**FUNDS REQUESTED:**

N/A

**FUND:**

N/A

**EXECUTIVE SUMMARY:**

TxDOT box wrap regarding revised theme.

In January of 2019, Staff began communicating with TxDOT regarding public art on traffic signal controller cabinets as an opportunity to support the aesthetic improvement of the state highway system within Angleton city limits. Additionally, developing a Traffic Signal Controller Cabinet Wrap Project Plan 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.

**ATTACHMENTS (Attachment description):**

Emails from local artist, Current Agreement for Wrapping of Traffic Signal Controller Cabinet for Governmental Entities

**RECOMMENDATION:**

Click here to enter text.

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**From:** [Scinto Joe](#)  
**To:** [Daveyon Edwards](#)  
**Cc:** [Megan Mainer](#)  
**Subject:** Re: Artist's Artwork Traffic Boxes  
**Date:** Tuesday, June 23, 2020 10:10:56 AM

Hi Daveyon,

This sounds like a fantastic opportunity. Can you tell me when the deadline is and how to submit officially? Is there a specific theme? Is there an official PDF document for this RFP that gives the specifics of the size dimensions and pixels per inch required? I would love to tailor a work or two that is site-specific to the region, in addition to the the 'Migrating Monarch' design. Sorry about all of these questions, I appreciate you sharing all of this. Thanks again,

Joe

On Tuesday, June 23, 2020, 10:21:40 AM EDT, Daveyon Edwards <[dedwards@angleton.tx.us](mailto:dedwards@angleton.tx.us)> wrote:

Yes there is a stipend for \$250 per artist.

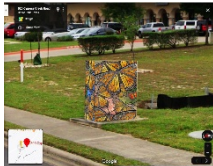
-Daveyon

**From:** Scinto Joe <[scintoj@yahoo.com](mailto:scintoj@yahoo.com)>  
**Sent:** Tuesday, June 23, 2020 9:02 AM  
**To:** Daveyon Edwards <[dedwards@angleton.tx.us](mailto:dedwards@angleton.tx.us)>  
**Subject:** Re: Artist's Artwork Traffic Boxes

Hi Daveyon,

I have lots of images to share. Can you tell me if there is a stipend? I currently have traffic boxes and digitally reproduced banners of my art in NY, CT, IO, and CO. I understand that the stipends range, but forgive my asking, I didn't see a specific call.

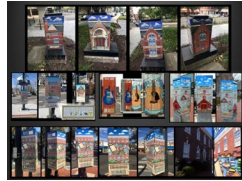
Thanks so much for answering my questions and I can send a small sample attached below. This artwork was made specifically for Cedar Park, Texas' call for Traffic Box Art and it depicts the migratory path that the Monarch Butterfly travels. Although I did create it for a different call, it was not accepted and therefore is not contractually obligated to any other city and is available.



Thanks again,

Joe

Some other examples of my work are below...



On Tuesday, June 23, 2020, 09:12:28 AM EDT, Daveyon Edwards <[dedwards@angleton.tx.us](mailto:dedwards@angleton.tx.us)> wrote:

Good morning,

The Texas Traffic Boxes Art Wrap (TTBAW ). We are looking for artist to produce graphics for this project, if you could send any digital graphics that you've produced that we could look through then that would be great. If have any questions I would be happy to answer.

Daveyon Edwards  
Parks & Recreation Administraive Specialist  
Keep Angleton Beautiful Coodinator  
City of Angleton  
1601 N. Valderas Street Angleton, TX 77515  
(979)849-4364, ext. 4102  
[www.angleton.tx.us](http://www.angleton.tx.us)



**From:** Scinto Joe <[scintoj@yahoo.com](mailto:scintoj@yahoo.com)>  
**Sent:** Monday, June 22, 2020 4:29 PM  
**To:** Daveyon Edwards <[dedwards@angleton.tx.us](mailto:dedwards@angleton.tx.us)>  
**Subject:** Artist's Artwork Traffic Boxes

Hi,

I am a public artist and am interested in any future traffic box art opportunities. The website directed anyone interested to contact you at this email. All the best,  
Joseph Scinto



**CITY OF ANGLETON, TEXAS  
AGENDA ITEM SUMMARY FORM**

**MEETING DATE:** 7/6/2020

**ITEM #8**

**PREPARED BY:** Megan Mainer

**AGENDA ITEM TITLE:** City Branding

**AGENDA ITEM SECTION:** (choose one below)

Ceremonial Presentation

Consent Agenda

Regular Agenda

Public Hearing

Executive Session

**BUDGETED AMOUNT:**

N/A

**FUNDS REQUESTED:**

N/A

**FUND:**

N/A

**EXECUTIVE SUMMARY:**

On May 12, 2020, staff presented the branding survey results along with Facebook comments for direction. City Council directed staff to develop an RFP to open City Branding to public artists. The criteria specified was that it must include the name Angleton, a heart, purple in the color palette, "Heart of Brazoria County" as well as meet all branding requirements.

Staff emailed Clark Condon on May 13, 2020 and requested different color palettes, including purple, be developed.

Staff will discuss City Branding with City Council, where the public can comment, on June 23 and July 14.

The preliminary project schedule for City Branding selection is as follows:

<b>Task</b>	<b>Start</b>
RFP Issue Date	May 14, 2020
Proposal Submittal Deadline	June 12, 2020
City Council Review	June 23, 2020
Design Survey Posted	June 26, 2020
Design survey Closed	July 3, 2020
City Council Recommendation & Approval	July 14, 2020

**ATTACHMENTS (Attachment description):**

Design Survey Results posted on June 26 closed July 3.

**RECOMMENDATION:**