

# CONTRACT ROUTING FORM

Contract No. 21-0122-SC-R1 Project No. \_\_\_\_\_ Bid No. \_\_\_\_\_ RFP No. \_\_\_\_\_

New Contract  Renewal  Change Order  Amendment  Assignment  Other

NAME OF CONTRACTOR: The Townsend Tree Services

CONTRACT DESCRIPTION: Tree Trimming & Vegetation Management Services

CONTRACT VALUE: \$300,000. (NTE - Annual)

GL ACCOUNT NO: \_\_\_\_\_

GRANT FUNDED:  NO  YES If YES, Grant No. \_\_\_\_\_

**SIGNATURES RECOMMENDING APPROVAL**

Denise Gilmore, CCD/CCM - Buyer 8/17/2022  
PURCHASING/CONTRACT COORDINATOR DATE

\_\_\_\_\_  
LEGAL DEPARTMENT DATE  
8/17/2022

\_\_\_\_\_  
DIRECTOR ADMINISTERING CONTRACT DATE  
(greater than \$10,000)

**APPROVED and EXECUTED**

\_\_\_\_\_  
DIRECTOR ADMINISTERING CONTRACT DATE  
(\$10,000 or less)

\_\_\_\_\_  
CITY MANAGER/ASST CITY MANAGER DATE  
(\$50,000 or less)

\_\_\_\_\_  
MAYOR/CITY SECRETARY ATTESTS (if applicable) DATE

**FINAL PROCESSING**

\_\_\_\_\_  
PURCHASING DATE

<i>for Purchasing Use Only</i>	<i>For City Secretary Use Only</i>
Insurance Certificates: Yes	Originals sent to CSO:
Performance Bond:	Scanned into Laserfiche/Global:
Payment Bond:	Council Date: _____ Item No.: _____
Form 1295: 2021-797263	

**First Renewal  
of the Agreement between  
Townsend Tree Service Company, LLC  
and the  
City of Georgetown, Texas**

This First Renewal Agreement (“First Renewal”) is entered into by and between CITY OF GEORGETOWN, a Texas Home-Rule Municipal Corporation (the “City”), and Townsend Tree Service Company, LLC (the “Contractor”), (collectively the “Parties”), which agree as follows:

**WHEREAS**, the Parties entered into an Agreement on September 20, 2021 for Tree Trimming and Vegetation Management Services, ITB No. 202148, Contract No. 21-0122-SC, (the “Original Agreement”); and,

**WHEREAS**, the Original Agreement provided an initial term of one (1) year and provided for three (3) additional one (1) year renewal terms; and,

**WHEREAS**, the Parties desire to renew the Original Agreement for a first renewal term in accordance with the terms of the Original Agreement as well as any terms provided herein.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Parties agree to renew the Original Agreement for an additional term which will begin immediately upon the expiration of the original term and will end on September 30, 2023, this being the first renewal term.
2. During the first renewal term, the not to exceed amount shall be THREE HUNDRED THOUSAND dollars and no cents (\$300,000.00).
3. All other terms of the Original Agreement not inconsistent with this First Renewal shall apply. Except as expressly modified by this First Renewal, the Original Agreement remains unchanged and in full force and effect, subject to its terms.
4. This First Renewal is effective on the date executed by the City.

BY THE SIGNATURES affixed below, this First Renewal is hereby incorporated into and made a part of the above-referenced Original Agreement.

*[Signature page to follow]*

**TOWNSEND TREE SERVICE COMPANY, CITY OF GEORGETOWN  
LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Josh Schroeder

Title: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robyn Densmore, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Skye Masson, City Attorney



Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Except for section and paragraph headings, all words in bold have a special meaning as set forth in the section entitled **DEFINITIONS**. Titles are provided for informational purposes only and do not have special meaning. The word "Insured" means the persons or entities set forth in the section entitled Who is an Insured. The words "we", "us" and "our" refer to the Insurance Company set forth in the Declarations.

In consideration of the payment of premium and in reliance upon all statements made and information furnished to the Insurer in the application, and subject to all of the terms, conditions, and limitations of this policy and any endorsements thereto, the **First Named Insured** and we agree as follows:

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### INSURING AGREEMENTS

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We will pay that part of **loss**, up to the Limits of Insurance and in excess of the applicable **underlying insurance**, that the Insured becomes legally obligated to pay provided that:

- a. such **loss** is also covered under the **underlying insurance** or would have been covered but for the exhaustion of the applicable **underlying limits**;
- b. such **underlying limits** have been exhausted by payment, in legal currency by the **underlying insurers**, of amounts covered under such applicable **underlying insurance**;
- c. as respects any **underlying insurance** that applies on a claims-made basis, if any Retroactive Date is shown in the Declarations, such Retroactive Date replaces any retroactive date shown in any **underlying insurance**; and
- d. settlement of any claim or **suit** for an amount in excess of any **underlying insurance** shall not be binding on us unless we consent in writing.

Except as otherwise set forth in this Policy, this excess insurance follows the terms, conditions, restrictions, exclusions, definitions and endorsements of the **followed policy**. Further, any exclusions or restrictions included within any layer of **underlying insurance** applies to this excess insurance. Under no circumstances will the coverage provided by this insurance be broader than any **underlying insurance**.

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### DEFENSE AND SETTLEMENT

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1. We have the right and the duty to defend the Insured against covered **suits** when the Limits of Insurance of all applicable **underlying insurance** have been exhausted by payment of **loss** or **claim expenses** (if such **claim expenses** reduce the Limits of Insurance of the **underlying insurance**) to which this insurance applies. We have such duty even if the **suit** is groundless, false or fraudulent.
2. We have the right to investigate any claim or **suit** we defend. We will pay, with respect to any claim we investigate, or any **suit** we defend, reasonable **claim expenses** to the extent such **claim expenses** are not covered by the **underlying insurance**.
3. Except as set forth in paragraph 1, we have no duty to defend any **suit**. Where we have no duty to defend, we will have the right to participate in the defense of any **suit** or in the investigation of any claim seeking **loss** to which this insurance may apply. When we exercise our right to participate in the defense, we will pay our own expenses, but we will not contribute to the expenses of the Insured or any other insurers, including any **underlying insurer**.
4. If a **suit** is covered by this insurance and is brought outside of the United States of America (including its territories and possessions), Puerto Rico or Canada, and we exercise our right to defend such **suit**, but are prevented by law, or otherwise, from defending the Insured, the Insured will initiate a defense of the **suit**. We will reimburse the Insured for reasonable and necessary **claim expenses** incurred for the defense of a **suit** seeking **loss** to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.



## WHO IS AN INSURED

Each of the following is an insured under this policy:

1. Any **Named Insured**.
2. any other person or organization qualifying as an insured in the **followed policy**, but not beyond the extent of any limitation imposed under any **Underlying Insurance**.

## LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:
  - a. Insureds;
  - b. claims made or **suits** brought; or
  - c. persons or organizations making claims or bringing **suits**.
2. If there is a limit stated in the Declarations for the General Aggregate Limit (Other than Products-Completed Operations), that amount is the most that we will pay for all **loss** under this insurance, except for **loss** arising out of the products-completed operations hazard. The General Aggregate Limit also does not apply to any coverage under this policy for automobile liability.
3. If there is a limit stated in the Declarations for the Products-Completed Operations Aggregate Limit, that amount is the most that we will pay under this insurance for injury or damage included in the products-completed operations hazard.
4. If there is a limit stated in the Declarations for the Combined Aggregate Limit, that amount is the most we will pay under this insurance for all coverages, except that this Combined Aggregate Limit does not apply to any coverage under this policy for automobile liability.
5. If there is a limit stated in the Declarations for the Total Aggregate Limit, that amount is the most we will pay under this insurance for all coverages.
6. Subject to Paragraphs 2., 3., 4. and 5.above, the Each Occurrence Limit stated in the Declarations is the most we will pay for **loss** arising out of one **event**.
7. If the applicable Limits of Insurance of the **underlying limits** are reduced or exhausted by payments of **loss**, unless otherwise specified by this policy, the Limits of Insurance of this policy will;
  - a. in the event of reduction, apply in excess of such reduced limits; and
  - b. in the event of exhaustion, continue in force as underlying insurance.
8. If **claim expenses** do not reduce the Limits of Insurance of the **underlying insurance**, then **claim expenses** will not reduce the Limits of Insurance of this policy. If **claim expenses** do reduce the Limits of Insurance of the **underlying insurance**, then **claim expenses** will also reduce the Limits of Insurance of this policy.
9. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after the issuance of this policy for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding policy period for the purposes of determining the Limits of Insurance.



Failure to maintain **underlying insurance** will not invalidate this insurance. However, this insurance will apply as if the **underlying insurance** were in full effect.

The **Named Insured** must notify us as soon as practicable when any **underlying insurance** is no longer in effect.

#### OTHER INSURANCE

This insurance is excess over, and shall not contribute with, any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this policy.

#### PREMIUM COMPUTATION

If this policy is subject to audit adjustment, as indicated on the Declarations, the rate, rating basis and estimated exposure for the policy period will be stated in the Declarations. We will compute the premium for this policy by applying the rate to each unit of exposure of the rating basis. The estimated exposure is used to determine the minimum premium and the deposit premium set forth on the Declarations. The actual exposure will be used to determine the earned premium.

At the close of each audit period, we will compute the earned premium. If the earned premium is greater than the deposit premium stated on the Declarations, the first **Named Insured** must, upon notice from us, immediately send us the difference. Subject to the earned premium, if the minimum premium is less than the deposit premium, we will return the excess premium to you. However, if the earned premium is less than the minimum premium stated on the Declarations, we will not return any premium.

In the event of mid-term cancellation, we will retain the applicable pro rata or short rate earned premium and will return the difference between the earned premium and the deposit premium.

However, in no event shall we retain less than the minimum earned premium as calculated by the minimum earned premium percentage set forth in the Declarations.

#### REPRESENTATIONS OR FRAUD

By accepting this policy, the **Named Insured** agrees:

- a. the statements in the Application are accurate and complete;
- b. those statements are based upon representations the **Named Insured** made to us;
- c. we have issued this policy in reliance upon the **Named Insured's** representations: and
- d. this policy is void in any case of intentional fraud by the **Named Insured** as it relates to this policy or any claim or **suit** under this policy.

#### SUBLIMITED UNDERLYING INSURANCE

Unless a sublimit is specifically included within the Schedule of Underlying Insurance for this Policy, this Policy shall not apply in excess of any coverage that imposes a sublimit of insurance specified in the **underlying insurance**. Any **loss** related to any sublimited coverage excluded by this policy, but provided by any **underlying insurance**, shall not be recognized by this policy as eroding or exhausting the limits of the **underlying insurance**.

#### TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring **suit** or transfer those rights to us to help us enforce them. We will waive these rights to recover only if and to the extent such rights are waived by the insurers of any **underlying insurance**.



Effective Date of Endorsement	Policy Number	Premium
03/01/2022 - 03/01/2023	P00100029191903	N/A

**AMENDATORY ENDORSEMENT - NON-CONTRIBUTORY CLAUSE**

The Other Insurance condition set forth in the CONDITIONS section of the policy shall not apply when a contract, into which you have entered, requires the Commercial General Liability Policy shown in the Schedule of Underlying Insurance to be primary and non-contributory. However, this exception to the Other Insurance Condition applies only as respects liability arising out of your operations, **your work**, or premises owned or rented to you. Additionally, this condition will not apply to insurance specifically written as excess over this policy.

All other provisions of the policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule of this endorsement. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Per Schedule on file with the Company	Per Schedule on file with the Company	60



Issued By: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule On File With The Company		60

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Schedule on file with the Company	Schedule on file with the Company	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Mutual Fire Insurance Company 16586

Policy Number: WA269D471375022  
Effective Dates: 03/01/2022 - 03/01/2023

Premium \$

Issued to The Townsend Corporation

Endorsement No.



Endorsement Number	Effective Date of Endorsement	Policy Number	Premium
1	03/01/2022 - 03/01/2023	P00100029191903	N/A

**CERTIFICATE HOLDERS NOTICE OF CANCELLATION ENDORSEMENT**

It is agreed that:

If we cancel this policy for any reason, other than non-payment of premium, we will endeavor to provide notice of cancellation to the persons or organizations who have been issued a Certificate of Insurance pertaining to this policy and who have been specifically and individually identified in writing to us by you and for who you have provided mailing addresses, including but not limited to the Certificate Holder's designee for receipt of such notices, prior to the effective date of cancellation. We will endeavor to provide such notice of cancellation via U.S. First Class Mail to such identified Certificate Holders within 30 days of the effective date of such cancellation.

Such notice of cancellation may be provided to the persons or organizations identified and designated by you before or after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing the Certificate Holder of the effective date of cancellation and does not grant, alter or extend any rights or obligations under this policy.

Failure to give notice in accordance with the terms of this endorsement does not:

1. alter the effective date of policy cancellation,
2. render such cancellation ineffective,
3. grant, alter or extend any rights or obligations under this policy;
4. extend the insurance beyond the effective date of cancellation; or
5. impose any liability of any kind upon us or any of our agents or representatives.

All other provisions of the policy remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bowen, Miellette & Britt Insurance Agency, LLC 2800 North Loop West, Suite 1100 Houston TX 77092	<b>CONTACT NAME:</b> Christina Casanova <b>PHONE (A/C, No, Ext):</b> 713-880-7100 <b>E-MAIL ADDRESS:</b> ccasanova@bmbinc.com		<b>FAX (A/C, No):</b> 713-880-7166
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Townsend Tree Service Company, LLC 1015 W. Jackson Street Muncie, IN 47305	<b>TOWNSENDTR</b> <b>INSURER A :</b> Liberty Mutual Fire Ins Co		23035
	<b>INSURER B :</b> AXIS Surplus Insurance Company		26620
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES**

CERTIFICATE NUMBER: 1551603597

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2691471375012	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	AS2691471375032	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Phys Damage - \$ Self Insd
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	P00100029191903	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA269D471375022	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Ohio Excess Workers Compensation SIR - \$1,000,000			EW569N471375042	3/1/2022	3/1/2023	\$1,000,000 - E.L. \$1,000,000 - E.L. \$1,000,000 - E.L. Each Accident Each Employee Policy Limit


**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the certificate holder, are added as an additional insured with respect to the general liability, auto liability and excess liability as afforded by the policy and/or endorsements.

When required by written contract, waiver of subrogation, with respect to the general liability, auto liability, worker's compensation and excess liability, is granted See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

City of Georgetown Attn: Purchasing PO BOX 409 Georgetown TX 78627	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Bowen, Miclette & Britt Insurance Agency, LLC		<b>NAMED INSURED</b> Townsend Tree Service Company, LLC 1015 W. Jackson Street Muncie, IN 47305	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>	(Empty)	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

to those parties listed in said contract, including the certificate holder.

The general liability, auto liability, and excess liability, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

RE: Tree Trimming and Vegetation Management Services

Texas is included in the list of 3A states on the Workers Compensation policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

**Location(s) Of Covered Operations**

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

**As required by written contract or agreement entered into prior to loss.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
--

All organizations with whom you have entered into a written contract prior to loss to provide this coverage.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Issued by: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

**Regarding Designated Contract or Project:**

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Where required by written contract prior to an agreement.

**Premium: \$ INCL**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky, New Jersey

### Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Delaware, Georgia, Idaho, Illinois, Indiana, Kansas, Michigan, Mississippi, Missouri, Nevada, North Carolina, Pennsylvania, South Carolina, West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Connecticut, Florida, Maryland, Nebraska, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the states of New York, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

Policy Number: WA269D471375022  
Effective Dates: 03/01/2022 - 03/01/2023

Premium \$

Issued to The Townsend Corporation

Endorsement No.

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### Schedule

1.  Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Issued by Liberty Mutual Fire Insurance Company 16586

Policy Number: WA269D471375022

Effective Dates: 03/01/2022 - 03/01/2023

Premium \$

Issued to The Townsend Corporation

Endorsement No.

Applicators are required to keep certificates of completion for 12 months following renewal of a license. 4 TAC§7.24(s)


Regulations and statutory provisions governing pesticide applicator licensees and their use of pesticides may be found in Chapter 7, Title 4, of the Texas Administrative Code and Chapter 76 of the Texas Agriculture Code, respectively. TDA's web site provides convenient links to these laws. Failure to comply with these laws, including misuse of any pesticide, may result in revocation, suspension, modification, or probation of your license and/or assessment of monetary administrative penalties.

If you have any questions regarding your license, please contact our Austin headquarters toll free at (877) LIC-AGRI (877-542-2474), or visit our web site at www.TexasAgriculture.gov. For the hearing impaired, you may call Relay Texas (800) 735-2988 (voice) or (800) 735-2989 (TDD) or visit our web site.

**TEXAS DEPARTMENT OF AGRICULTURE**  
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847


**COMMERCIAL PESTICIDE APPLICATOR LICENSE**

BRIAN DALLAND



647 CROOKED OAK LANE  
ROUND MOUNTAIN TX 78663

License No: 0603392  
Effective Date: 06/30/2022  
Expires: 06/30/2023



Front side

**Categories: 5**


**Descriptions:**

1A Field Crop	3A Landscape Maint
1B Fruit, Nut, & Veg	3B Nursery Plant Prod
1C Pasture & Rangeland	4 Seed Treatment
1D Vertebrate Pest	5 Vegetation Mgmt
1E Farm Commodity Pest Control	6 Aquatic
1F Animal Health	7 Demonstr & Research
1G Citrus	8 Reg Pest Control
1H Livestock Prot Collar	9 Aerial Application
1I M-44 Device	11 Soil Fumigation
2 Forest Pest Control	12 Public Health Pest Control (Vector)

Back side

**LAMINATION ADVISED:** Please cut out along heavy black lines, placing front and back sides together, and laminate.

**TEXAS DEPARTMENT OF AGRICULTURE**  
**COMMISSIONER SID MILLER**  
P. O. BOX 12847 AUSTIN, TEXAS 78711-2847  
(877) LIC-AGRI (877-542-2474)  
For the hearing impaired: (800) 735-2989 TDD (800) 735-2988 VOICE  
www.TexasAgriculture.gov




**COMMERCIAL PESTICIDE APPLICATOR LICENSE**

This is to certify that the person whose name appears below has met the requirements of Texas Agriculture Code Chapter 76, relating to application of restricted-use or state-limited-use pesticides or regulated herbicides. This license is issued for purchase and application of restricted-use or state-limited-use pesticides or regulated herbicides to be used according to label directions consistent with the use categories listed below

BRIAN DALLAND  
647 CROOKED OAK LANE  
ROUND MOUNTAIN TX 78663

License No: 0603392  
Effective Date: June 30, 2022  
Expires: June 30, 2023  
Categories:



From: [Mark W. Dalland](#)  
To: [Denise Gilmore](#)  
Subject: Re: [EXTERNAL] Re: Herbicide license  
Date: Wednesday, August 17, 2022 10:46:20 AM

[EXTERNAL EMAIL]

Denise,  
Here is proof that I am certified. I will send the actual certificate when the IT problem is fixed.



## MY MEMBERSHIPS

CSID: 162029

### Current Memberships

ISA Professional Member	Expires: 11/5/2023
UAA Membership	Expires: 11/5/2023
Texas Chapter Membership	Expires: 11/5/2023

## MY CREDENTIALS

CERT ID: TX-4242A

### Current Credentials

ISA Certified Arborist@ Expires: 6/30/2025 **View CEUs:**

**Apply for an ISA Certification / Make Your Recertification Payment**

**Code of Ethics Agreement**

## EXAM RESULTS

### CREDENTIAL EXAM RESULTS

Exam	Written Result	Skills Result	Exam Date
ISA Certified Arborist@	Pass	NA	4/21/2016

Sent from my iPad

On Aug 17, 2022, at 10:33 AM, Denise Gilmore <Denise.Gilmore@georgetown.org> wrote:

**This Message Is From an External Sender**  
This message came from outside your organization.  
Be careful of links and attachments.

<!--[if !((ic)(mso))]-->

**This Message Is From an External Sender**  
This message came from outside your organization.  
Be careful of links and attachments.

<!--[endif]-->  
No worries... At least we know it's coming soon. We'll be waiting. Maybe you could ask them to email it to me to see if I can rcv it. Did you check your SPAM folder? Denise  
[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)

**From:** Mark W. Dalland <mdalland@TownsendTree.com>  
**Sent:** Wednesday, August 17, 2022 9:38 AM  
**To:** Denise Gilmore <Denise.Gilmore@georgetown.org>  
**Subject:** Re: [EXTERNAL] Re: Herbicide license

[EXTERNAL EMAIL]

I apologize. ISA sent me digital certificate several times but it is not showing up in my emails. I'm now on the phone with my IT department to see if my email is blocking that site. Sorry again.

Thank you,

Mark Dalland  
Manager  
Townsend Tree Service  
[mdalland@townsendtree.com](mailto:mdalland@townsendtree.com)  
(512)470-1708



On Aug 17, 2022, at 9:12 AM, Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)> wrote:

**This Message Is From an External Sender**

This message came from outside your organization.  
Be careful of links and attachments.

Great... I'll be patient. Mike is trying to present it to Electric Board today if possible.

---

**From:** Mark W. Dalland <[mdalland@TownsendTree.com](mailto:mdalland@TownsendTree.com)>  
**Sent:** Wednesday, August 17, 2022 9:10 AM  
**To:** Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)>  
**Subject:** [EXTERNAL] Re: Herbicide license

[EXTERNAL EMAIL]

We are working on that. I am on the phone with ISA to see if I can get you mine.

Thank you,

Mark Dalland  
Manager  
Townsend Tree Service  
[mdalland@TownsendTree.com](mailto:mdalland@TownsendTree.com)  
(512)470-1708

On Aug 17, 2022, at 9:05 AM, Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)> wrote:

**This Message Is From an External Sender**

This message came from outside your organization.  
Be careful of links and attachments.

Thank you Mark. I believe we only have one more document to go!

1. Certified Arborist certificate for a Brian Dalland that is expired as of 6-30-21

---

**From:** Mark W. Dalland <[mdalland@TownsendTree.com](mailto:mdalland@TownsendTree.com)>  
**Sent:** Wednesday, August 17, 2022 8:59 AM  
**To:** Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)>  
**Subject:** [EXTERNAL] Herbicide license

[EXTERNAL EMAIL]

Sent from my iPad

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Townsend Tree Service Company LLC  
Muncie, IN United States

Certificate Number:  
2021-797263

Date Filed:  
08/31/2021

Date Acknowledged:  
*9/2/2021*

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
City of Georgetown Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
21-0122-SC  
Right of Way Vegetation Management

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is J. MICHAEL McCLURE and my date of birth is 11/03/55

My address is 1015 W. JACKSON ST. MUNCIE IN 47305 US  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in DELAWARE COUNTY County, State of INDIAN, on the 1ST day of SEPT, 2021.  
(month) (year)

J. Michael McClure  
Signature of authorized agent of contracting business entity (Declarant)

**From:** [James Kachelmeyer](#)  
**To:** [Mike Westbrook](#); [Denise Gilmore](#)  
**Subject:** RE: 8/23 Council Items - Pedro and Townsend  
**Date:** Wednesday, August 17, 2022 12:22:54 AM  
**Attachments:** [21-0122-SC-R1 - Townsend Tree Services.pdf](#)

---

Denise,

Attached please find the First Renewal for Townsend.

Thank you,  
Jim

Jim Kachelmeyer  
Assistant City Attorney  
City of Georgetown  
Phone (512) 930-6599

This transmission is subject to the attorney-client privilege, attorney work product privilege, and/or is strictly confidential. Please do not forward this message outside of the City of Georgetown without the consent of the City Attorney's Office. If you are not the intended recipient of this message, please do not disclose, print, copy or disseminate this information. If you have received this in error, please notify me and delete the message. Unauthorized interception of this email is a violation of federal criminal law.

---

**From:** Mike Westbrook <[Mike.Westbrook@georgetown.org](mailto:Mike.Westbrook@georgetown.org)>  
**Sent:** Monday, August 15, 2022 1:33 PM  
**To:** James Kachelmeyer <[James.Kachelmeyer@georgetown.org](mailto:James.Kachelmeyer@georgetown.org)>; Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)>  
**Subject:** RE: 8/23 Council Items - Pedro and Townsend  
**Importance:** High

James and Denise,

As of today I have not received any pricing increase request from Townsend.

Mike Westbrook  
City of Georgetown  
Electric Operations Manager  
512-819-3114

---

**From:** James Kachelmeyer <[James.Kachelmeyer@georgetown.org](mailto:James.Kachelmeyer@georgetown.org)>  
**Sent:** Monday, August 15, 2022 11:59 AM  
**To:** Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)>; Mike Westbrook <[Mike.Westbrook@georgetown.org](mailto:Mike.Westbrook@georgetown.org)>  
**Subject:** RE: 8/23 Council Items - Pedro and Townsend

Do we know if the Townsend prices will be changing, or will they be staying the same, too?

Jim Kachelmeyer  
Assistant City Attorney  
City of Georgetown  
Phone (512) 930-6599

This transmission is subject to the attorney-client privilege, attorney work product privilege, and/or is strictly confidential. Please do not forward this message outside of the City of Georgetown without the consent of the City Attorney's Office. If you are not the intended recipient of this message, please do not disclose, print, copy or disseminate this information. If you have received this in error, please notify me and delete the message. Unauthorized interception of this email is a violation of federal criminal law.

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**From:** Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)>  
**Sent:** Monday, August 15, 2022 11:54 AM  
**To:** Mike Westbrook <[Mike.Westbrook@georgetown.org](mailto:Mike.Westbrook@georgetown.org)>; James Kachelmeyer <[James.Kachelmeyer@georgetown.org](mailto:James.Kachelmeyer@georgetown.org)>  
**Subject:** RE: 8/23 Council Items - Pedro and Townsend

Still working on the Townsend packet. Still obtaining non-expired documents from vendor. Denise

---

**From:** Mike Westbrook <[Mike.Westbrook@georgetown.org](mailto:Mike.Westbrook@georgetown.org)>  
**Sent:** Monday, August 15, 2022 10:01 AM  
**To:** James Kachelmeyer <[James.Kachelmeyer@georgetown.org](mailto:James.Kachelmeyer@georgetown.org)>; Conner McGowan <[Conner.McGowan@georgetown.org](mailto:Conner.McGowan@georgetown.org)>; Daniel Bethapudi <[Daniel.Bethapudi@georgetown.org](mailto:Daniel.Bethapudi@georgetown.org)>; Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)>  
**Cc:** Lyndsay Lujan <[Lyndsay.Lujan@georgetown.org](mailto:Lyndsay.Lujan@georgetown.org)>; Nicole Abrego <[nicole.abrego@georgetown.org](mailto:nicole.abrego@georgetown.org)>; Rachel Saucier <[rachel.saucier@georgetown.org](mailto:rachel.saucier@georgetown.org)>  
**Subject:** RE: 8/23 Council Items - Pedro and Townsend

Thanks.....James

---

**From:** James Kachelmeyer <[James.Kachelmeyer@georgetown.org](mailto:James.Kachelmeyer@georgetown.org)>  
**Sent:** Monday, August 15, 2022 9:07 AM  
**To:** Mike Westbrook <[Mike.Westbrook@georgetown.org](mailto:Mike.Westbrook@georgetown.org)>; Conner McGowan <[Conner.McGowan@georgetown.org](mailto:Conner.McGowan@georgetown.org)>; Daniel Bethapudi <[Daniel.Bethapudi@georgetown.org](mailto:Daniel.Bethapudi@georgetown.org)>; Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)>  
**Cc:** Lyndsay Lujan <[Lyndsay.Lujan@georgetown.org](mailto:Lyndsay.Lujan@georgetown.org)>; Nicole Abrego <[nicole.abrego@georgetown.org](mailto:nicole.abrego@georgetown.org)>; Rachel Saucier <[rachel.saucier@georgetown.org](mailto:rachel.saucier@georgetown.org)>  
**Subject:** RE: 8/23 Council Items - Pedro and Townsend

Mike,

The renewal agreements for these are ready to go, as soon as we get the updated Exhibit A (2022-2023 prices) to attach to each. Unless something is amiss with either pricing doc, you should be good to go to put them on the 8/23 agenda.

Thanks,  
Jim

Jim Kachelmeyer  
Assistant City Attorney  
City of Georgetown  
Phone (512) 930-6599

This transmission is subject to the attorney-client privilege, attorney work product privilege, and/or is strictly confidential. Please do not forward this message outside of the City of Georgetown without the consent of the City Attorney's Office. If you are not the intended recipient of this message, please do not disclose, print, copy or disseminate this information. If you have received this in error, please notify me and delete the message. Unauthorized interception of this email is a violation of federal criminal law.

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**From:** Mike Westbrook <[Mike.Westbrook@georgetown.org](mailto:Mike.Westbrook@georgetown.org)>  
**Sent:** Thursday, August 11, 2022 1:33 PM  
**To:** Conner McGowan <[Conner.McGowan@georgetown.org](mailto:Conner.McGowan@georgetown.org)>; James Kachelmeyer <[James.Kachelmeyer@georgetown.org](mailto:James.Kachelmeyer@georgetown.org)>; Daniel Bethapudi <[Daniel.Bethapudi@georgetown.org](mailto:Daniel.Bethapudi@georgetown.org)>; Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)>  
**Cc:** Lyndsay Lujan <[Lyndsay.Lujan@georgetown.org](mailto:Lyndsay.Lujan@georgetown.org)>; Nicole Abrego <[nicole.abrego@georgetown.org](mailto:nicole.abrego@georgetown.org)>; Rachel Saucier <[rachel.saucier@georgetown.org](mailto:rachel.saucier@georgetown.org)>  
**Subject:** RE: 8/23 Council Items - Pedro and Townsend  
**Importance:** High

James,

Attached are both contracts, each have options for renewal.

Mike Westbrook  
City of Georgetown  
Electric Operations Manager  
512-819-3114

---

**From:** Conner McGowan <[Conner.McGowan@georgetown.org](mailto:Conner.McGowan@georgetown.org)>  
**Sent:** Thursday, August 11, 2022 1:20 PM  
**To:** James Kachelmeyer <[James.Kachelmeyer@georgetown.org](mailto:James.Kachelmeyer@georgetown.org)>; Daniel Bethapudi <[Daniel.Bethapudi@georgetown.org](mailto:Daniel.Bethapudi@georgetown.org)>; Mike Westbrook <[Mike.Westbrook@georgetown.org](mailto:Mike.Westbrook@georgetown.org)>; Denise Gilmore <[Denise.Gilmore@georgetown.org](mailto:Denise.Gilmore@georgetown.org)>  
**Cc:** Lyndsay Lujan <[Lyndsay.Lujan@georgetown.org](mailto:Lyndsay.Lujan@georgetown.org)>; Nicole Abrego <[nicole.abrego@georgetown.org](mailto:nicole.abrego@georgetown.org)>; Rachel Saucier <[rachel.saucier@georgetown.org](mailto:rachel.saucier@georgetown.org)>  
**Subject:** RE: 8/23 Council Items - Pedro and Townsend

Adding Denise Gilmore to this thread. I believe she was working on these.

---

**From:** James Kachelmeyer <[James.Kachelmeyer@georgetown.org](mailto:James.Kachelmeyer@georgetown.org)>  
**Sent:** Thursday, August 11, 2022 1:11 PM

**To:** Daniel Bethapudi <[Daniel.Bethapudi@georgetown.org](mailto:Daniel.Bethapudi@georgetown.org)>; Mike Westbrook <[Mike.Westbrook@georgetown.org](mailto:Mike.Westbrook@georgetown.org)>  
**Cc:** Lyndsay Lujan <[Lyndsay.Lujan@georgetown.org](mailto:Lyndsay.Lujan@georgetown.org)>; Nicole Abrego <[nicole.abrego@georgetown.org](mailto:nicole.abrego@georgetown.org)>; Conner McGowan <[Conner.McGowan@georgetown.org](mailto:Conner.McGowan@georgetown.org)>; Rachel Saucier <[rachel.saucier@georgetown.org](mailto:rachel.saucier@georgetown.org)>  
**Subject:** 8/23 Council Items - Pedro and Townsend

Good afternoon, Daniel and Mike,

Skye is out right now, so Lyndsay and I are reviewing the agenda items in her stead. Has Legal reviewed the below items yet? If not, can you send the renewals over for us to take a look? If renewal agreements are still required, please coordinate with Purchasing and Rachel to make sure Legal has what we need in order to prepare them before Tuesday's deadline.

Thanks,  
Jim

- W. Consideration and possible recommendation to renew the Annual Electric System Underground Construction and Maintenance Contract for labor services to Pedro S.S. Services, Inc. in the not to exceed amount of \$2,000,000.00 -- Mike Westbrook, Electric Operations Manager; and Daniel Bethapudi, General Manager of Electric Utility
  
- X. Consideration and possible recommendation to renew the annual Tree Trimming and Vegetation Management Contract with Townsend Tree Service LLC. in the estimated amount not to exceed of \$300,000.00 -- Mike Westbrook, Electric Operations Manager; and Daniel Bethapudi, General Manager of Electric Utility

Jim Kachelmeyer  
Assistant City Attorney  
City of Georgetown  
Phone (512) 930-6599

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