

**Notice of Meeting for the  
Parks and Recreation Advisory Board  
of the City of Georgetown  
February 13, 2020 at 6:00 PM  
at 1101 N. College Street, Georgetown, TX 78626**

The City of Georgetown is committed to compliance with the Americans with Disabilities Act (ADA). If you require assistance in participating at a public meeting due to a disability, as defined under the ADA, reasonable assistance, adaptations, or accommodations will be provided upon request. Please contact the City Secretary's Office, at least three (3) days prior to the scheduled meeting date, at (512) 930-3652 or City Hall at 808 Martin Luther King Jr. Street, Georgetown, TX 78626 for additional information; TTY users route through Relay Texas at 711.

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### **Regular Session**

(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)

- A Call to Order - Jim Hougnon, Parks and Recreation Advisory Board Chair
- B Roll Call - Jim Hougnon, Parks and Recreation Advisory Board Chair
- C Parks and Recreation staff member introduction and presentation - Kimberly Garrett, Parks and Recreation Director
- D Update from the Friends of Georgetown Parks and Recreation - Danelle Houck, Parks and Recreation Advisory Boardmember
- E Project Updates and Staff Report - Kimberly Garrett, Parks and Recreation Director
- F Recognize Outgoing Board Members - Kimberly Garrett, Parks and Recreation Director

### **Legislative Regular Agenda**

- G Presentation, discussion and possible action on the draft 2030 Plan Update. – Sofia Nelson, Planning Director
- H Consideration and possible action to recommend the approval of a Facility Use Agreement with the Georgetown Youth Girls Softball Association – Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Parks and Recreation Superintendent
- I Consideration and possible action to recommend the annual approval of the Ordinance establishing standards of care that exempts the after-school and summer recreation programs from state licensing requirements. - Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Parks and Recreation Superintendent
- J Consideration and possible action to approve minutes from the January 9, 2020 meeting - Jill Kellum, Administrative Supervisor

### **Adjournment**

Adjourn - Jim Hougnon, Parks and Recreation Advisory Board Chair

### **Certificate of Posting**

I, Robyn Densmore, City Secretary for the City of Georgetown, Texas, do hereby certify that this Notice of Meeting was posted at City Hall, 808 Martin Luther King Jr. Street, Georgetown, TX 78626, a place readily accessible to the general public as required by law, on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_\_, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

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

City of Georgetown, Texas  
Parks and Rec Advisory Board  
February 13, 2020

**SUBJECT:**

Project Updates and Staff Report - Kimberly Garrett, Parks and Recreation Director

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Kimberly Garrett, Parks and Recreation Director

**ATTACHMENTS:**

<b>Description</b>		<b>Type</b>
	Project update February 2020	Backup Material

## Parks and Recreation

### Capital Improvement Projects –February 2020

**San Gabriel Park Phase II**– Punch list items have been completed. ADA inspection report had a few items that are being corrected. Project is complete.

**Katy Crossing Trail** –The Katy Crossing Trail is 99% complete. Revegetation, handrails and benches are final items to be completed.



Creek Crossing



Overlook Area

**ADA Trail Reconstruction** – Staff is restructuring the bid documents and reworking plans to have the project bid. Target dates for bidding are March/April of 2020. No change.

**Golden Bear Park** –Parks will act as the general contractor for the Golden Bear Park project with several parts being installed by staff. Parks has taken delivery of the playground units. Engineering services have been secured. Park design and layout has been completed with engineering firm and park staff. TCEQ approval of WPAP exemption is complete. Staff is working with an environmental firm to complete a Geologic Assessment. KPA Engineering is coordinating with Planning Department to finalize permitting process.

**Kelly Park** – Renovations through the Capital Repair and Replacement Fund. Project is on hold.

**Booty's Road Park Pavilion Renovations** – Complete (SRF Project).

**Heritage Gardens (Community Garden)** – Staff is in process of restructuring process and procedure for management of the Heritage Gardens and meeting with stakeholders. Engineering contract is in process for design of the park. Staff is working to reduce scope and work within budget. Project is moving forward

**Grace Heritage Plaza** –Pave stone has been installed. Next steps are planter box, landscape and lighting installation. No change.

**Show Barn Demolition** –Project is 99% complete



**Tennis Center Pool Demo** – Project is currently on hold.

**Wolf Crossing Trail** –Task Order approved by Council. Kick Off meeting for design scheduled for the week of February 17<sup>th</sup>.

**San Gabriel Park Phase III** – Design kick off meeting was held on January 28<sup>th</sup> with Rvi to confirm project scope and elements.

**Parks, Recreation and Open Space Master Update** – Draft master plan RFP has been submitted to purchasing and legal to review. Once we have a final document, key dates of approval will be plugged into the process.

City of Georgetown, Texas  
Parks and Rec Advisory Board  
February 13, 2020

**SUBJECT:**

Presentation, discussion and possible action on the draft 2030 Plan Update. – Sofia Nelson, Planning Director

**ITEM SUMMARY:**

The 2030 Comprehensive Plan Update is nearing completion and staff is providing City of Georgetown Boards and Commissions an opportunity to review the full draft plan, ask questions and possibly recommend adoption to the City Council. The schedule for adoption of the update is below:

- 2/18 P&Z meeting - Public Hearing and Recommendation
- 2/25 City Council - Public Hearing and 1st Reading
- 3/10 City Council - Public Hearing and 2nd Reading

At this meeting, staff will provide a short overview of the draft 2030 Comprehensive Plan Update including goals and policies for Land Use, Williams Drive Gateway Plan, Gateways & Image Corridors, Housing and the Implementation Plan. A draft of the 2030 Comprehensive Plan update's implementation plan, the final part of the plan update, was presented to the Council in January. The implementation plan outlines three major strategies:

- Regulatory framework
- Decision framework
- Plans, programs and partnerships

Each strategy relates to the goals outlined in the 2030 Plan update, which were drafted using public input from community surveys including the first On the Table, in which more than 1,400 people participated in conversations to envision Georgetown's future and an accompanying online public survey taken by an additional 1,460 people.

The full plan is available for review online at **[2030.georgetown.org](http://2030.georgetown.org)**.

**FINANCIAL IMPACT:**

None.

**SUBMITTED BY:**

Nat Waggoner, AICP, Long Range Planning Manager

City of Georgetown, Texas  
Parks and Rec Advisory Board  
February 13, 2020

**SUBJECT:**

Consideration and possible action to recommend the approval of a Facility Use Agreement with the Georgetown Youth Girls Softball Association – Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Parks and Recreation Superintendent

**ITEM SUMMARY:**

The Georgetown Youth Girls Softball Association (GYGSA) is a youth recreational softball league that rents the VFW fields annually to conduct their league practices and games. In the past, the rental agreement for field usage has been through the Parks and Recreation Department's software program. Staff was recently made aware that the State Constitution and City Charter require a use agreement for extended use of City property by an outside group. This use agreement outlines use of the facility including any improvements to the area, fees to be charged and required insurance.

The term of agreement is for one year beginning January 1, 2020. Upon expiration of the Initial Term, the Use Agreement may be renewed for up to four (4) additional one (1) year terms on the same terms and conditions. The agreement must be approved annually by City Council.

This agreement will be retroactive back to January 1, 2020. The delay in the document approval is due to staff just recently finding out about the approval requirement. Next year the agreement will be renewed prior to the expiration date.

**FINANCIAL IMPACT:**

Revenue collected from the field rental will be credited toward Recreation Revenues.

**SUBMITTED BY:**

Kimberly Garrett, Parks and Recreation Director

**ATTACHMENTS:**

Description	Type
□ GYGSA	Backup Material

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COUNTY OF WILLIAMSON

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# FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **CITY OF GEORGETOWN**, a Texas home-rule municipal corporation ("City") and the Georgetown Youth Girls Softball Association, a non-profit corporation, herein called ("Association"). For and in consideration of the mutual covenants and agreements herein contained, it is mutually agreed as follows:

1. **Use Area.** City hereby agrees to allow the use of the VFW Softball Fields, as shown in Exhibit "A" (the "Use Area").
2. **Use Term.** The initial term of this Use Agreement shall be for one year, beginning January 1, 2020 ending on December 31, 2020 (the "Initial Term"). Upon expiration of the Initial Term, the Use Agreement may be renewed, if the parties agree, for up to four (4) additional one (1) year terms on the same terms and conditions. Either party has the right to terminate this Use Agreement prior to the end of the Use Term, provided written notice is given at least ninety (90) days prior to the termination.
3. **Use of Property.** The Association will utilize the Use Area to operate a youth softball program to benefit the City of Georgetown area. No other designated activity of the Use Area shall be permitted by the Association without expressed written permission of the City. The City shall maintain rights of approval of activities allowed in the Use Area at all times. The Association's occupation and utilization of the Use Area is nonexclusive.
4. **Prohibited Use.** The Association may not use or permit any part of the Use Area to be used for:
  - (a) Any activity that is a nuisance or is offensive, noisy, or dangerous; or
  - (b) Any activity that violates any applicable law, regulation, ordinance, governmental order, or this Use Agreement.



5. **Non-Discrimination.** The Association will operate the youth softball program without discriminating against any person or class of persons and will seek participation by all interested members of the public.
6. **Improvements.** If the Association desires improvements for the Use Area, the Association must submit a written request to the City with a detailed description of proposed improvements along with detailed costs associated with the project. If approved, the City, will select a contractor to complete the work. The Association will not be allowed to pursue the improvements on their own. Additionally, the Association shall make full payment to the City to pay all costs of any improvements prior to the start of the project. Any improvements to the Use Area made on be-half of the Association shall immediately become property of the City.
7. **Maintenance.** The City shall maintain the fields as presented in Exhibit "B" Maintenance Schedule. The Association shall share the responsibilities with the City as outlined in Exhibit "B".
8. **Fees.** The Association will pay a flat rate for the fall and spring season. The flat rate will be calculated using the following rates, **\$5 per hour field use fees and \$10 per hour light fees.** Lights are to be scheduled to turn on 30 minutes prior to sunset. The City will provide the Association Vice President and Commissionaire with a user name and password to schedule lights for practices and games. The Association is responsible for keeping the user name and password confidential. If field use is cancelled due to weather or any other circumstance, it is the responsibility of the Association to cancel the lights and notify Georgetown PARD of the cancelation by the next business day. The city will provide the Association with a summary of monthly light usage. Fall fees are due by July 1 and spring fees are due by January 1. If fees are not collected by the due dates the field space will be released.
9. **Concessions.** The City will provide the association an opportunity to sell concessions while the Association is occupying the fields at no charge. It is the responsibility of the association to secure their concession items while the fields are unoccupied by GYGSA. It is the responsibility of the association to clean the concession stand after each use as outlined in Exhibit B.

{00009498 / v3 / / PARKS / / 7/24/2017}

10. **Insurance.** The Association will provide insurance written by companies licensed to conduct business in the State of Texas. The Association shall keep this policy in full force and effect during the term of this Use Agreement. Insurance in the amounts and types included on the attached as Exhibit "C" and incorporated by reference. The insurance policies will name the City, its officers, officials and employees as additional insureds. All insurance policies shall be subject to the examination and approval of the City for sufficiency as to content, form of protection, coverage and the insurance company providing coverage. The Association shall furnish a Certificate of Insurance to the City evidencing compliance with the required insurance requirements at the time the Association delivers the executed Use Agreement to the City. The Association agrees to provide a copy of any insurance policy on the City's request. All insurance policies shall provide that the insurance coverage shall not be canceled or materially changed without a minimum of thirty (30) days' advance notice in writing to the City. The Association's failure to timely comply with the insurance requirements shall be cause for termination of the Use Agreement.
11. **Indemnity.** The City, its officers, officials and employees, shall not be liable to the Association, its directors, officers, officials, employees, members, customers, volunteers, agents or representatives, for any damage caused by negligence of the Association, its directors, officers, officials, employees, members, customers, volunteers, agents or representatives. The Association assumes all liability and responsibility for loss, damages, claims, injuries, lawsuits, judgments or causes of action of any type, including but not limited to any action taken as a result of the sale of food and beverages at the concession stands, arising out of the Use Agreement, the Association's operations or activities, and/or the youth softball program. The Association releases, fully indemnifies, holds harmless and agrees to defend the City, its officers, officials and employees, from any and all liability, loss damages, claims, injuries, lawsuits, judgments or causes of action of any type, including but not limited to any action taken as a result of the sale of food and beverages at the concession stands, arising out of the Use Agreement, the Association's operations or activities, and/or the youth softball program.
12. **Default.** The Association's violation of any provision of this Use Agreement shall constitute a default. The Association shall have thirty (30) days from the receipt of a notice of default to cure the default. If the Association fails to cure the default the City may immediately terminate this Use Agreement.

13. **Notices.** Notices or other correspondence concerning this Use Agreement shall be in writing and are effective when mailed, hand-delivered, or transmitted by facsimile or electronic transmission as follows:

To City:

City Manager  
808 MLK St  
Georgetown, Texas 78626  
Phone: 512.930.3723  
Fax: 512.930.3622  
Email: [david.morgan@georgetown.org](mailto:david.morgan@georgetown.org)

To User:

GYGSA President Shawn Wright  
19709 Diablo Dr.  
Pflugerville, TX 78660  
Phone: 512-350-5770  
Fax: \_\_\_\_\_  
E-mail: gygsa softball@gmail.com

14. **Access by City.** The City may enter the User Area at any time for any purpose.
15. **Condition of Property.** The Association has inspected the Use Area and accepts the Use Area in its present condition "AS IS" unless expressly provided otherwise in this Use Agreement. The City has made no express or implied warranties as to the condition or permitted use of the Use Area. At the time this Use Agreement ends, the Association will surrender the Use Area in the same condition as when received, normal wear and tear excepted. The Association will not cause damage to the Use Area and will not cause or allow hazardous materials or environmental contaminants on the Use Area. If the Association leaves any personal property in the Use Area after expiration of a Use Term, the City may, at its sole option: (1) require the Association, at the Association's expense, to remove the personal property within ten (10) after written notice to the Association; or (2) retain such personal property as forfeited property.
16. **Records.** The Association shall provide a complete copy of its Articles of Incorporation, Bylaws and/or other governing documents, and its rules and regulations for the youth softball program, with the executed Use Agreement. The Association shall provide an annual independent audit, including a complete accounting of all funds received and all funds disbursed, no later than the first day of September during any Use Term. The City shall be entitled to inspect and copy Association's records concerning or related to the youth softball program upon request with reasonable notice. This will include fees related to the number of softball players registered in the programs operated by the Association.

{00009498 / v3 / / PARKS / / 7/24/2017}

17. **Entire Agreement.** This Use Agreement constitutes the sole and only agreement of the parties, and supersedes any prior understandings or written or oral agreements between the Parties, concerning the subject matter of this Use Agreement. There are no verbal or written representations, understandings, stipulations, agreements or promises pertaining to this Use Agreement that are not incorporated in this Use Agreement. If a provision of this Use Agreement shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision of this Use Agreement and this Use Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable provisions had not been included. All exhibits referenced in this Use Agreement are attached and incorporated by reference for all purposes.
18. **Amendment.** This Use Agreement may not be modified or amended except in writing signed by the City and the Association.
19. **Applicable Law.** This Use Agreement shall be construed and interpreted in accordance with Texas law. The parties agree that this Use Agreement is performable in Williamson County, Texas.
20. **Non-Assignment.** The Association shall not assign or transfer any right or interest in the Use Agreement, in whole or in part, without prior written approval of the City. The Association shall not sublease or rent out any part of the fields or concession facilities without prior written consent of the City. This Use Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.
21. **No Third-Party Beneficiaries.** This Use Agreement shall not be construed as affording any rights or benefits to anyone other than City and the Association.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

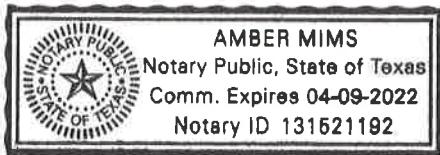
**Georgetown Youth Girls Softball Association**

By: [Signature]  
Name: Shawn Wright  
Title: President, GYBSA

STATE OF TEXAS §  
COUNTY OF Williamson §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this the 3<sup>rd</sup> day of February, 2020, by Shawn Thomas Wright, a person known to me in his capacity as President of the Georgetown Youth Girls Softball Association, on behalf of the Georgetown Youth Girls Softball Association.



[Signature]  
Notary Public in and for the State of Texas

**City of Georgetown, Texas**

By: \_\_\_\_\_  
Dale Ross, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Charlie McNabb, City Attorney

EXHIBIT "A"



## EXHIBIT "B"

### MAINTENANCE SCHEDULE

- The City will provide a small space on location for the Association to provide their own enclosed and secure storage.
- The City will provide the Association facility space at the Community Room or other City facility for league business meetings.
- The Association shall be responsible for reporting necessary maintenance repairs to the City no later than the following workday.
- The Association must notify and obtain prior approval from the City on any planned improvements to the facilities.
- The following chart outlines maintenance responsibilities.

#### Maintenance Responsibilities:

TASK	GYGSA	PARD	COMMENT
Stripe/Drag infield	X		
Seed/Fertilize		X	Seasonal
Mow/Edge/Trim		X	
Chemical Treatments/Ants	X	X	
Irrigation		X	
Field/Parking lot lights		X	Association report problems to PARD
Fill Low Spots		X	Coordinate with PARD
Paint foul lines		X	Don't chalk over painted lines
Top Dress		X	Seasonal
Litter Pick-Up	X	X	Prior to leaving complex- DAILY
Dump Trash Cans in Dumpster	X	X	Prior to leaving complex- DAILY
Plumbing Repair		X	Association report problems to PARD
Parking Lot Maintenance		X	
Winterize facility		X	PARD Coordinate
Stock Janitorial Supplies		X	
Building Light Bulbs Replacement	X	X	PARD exterior only
Clean Restrooms	X	X	Prior to leaving complex- DAILY
Clean Concession Stand	X		Prior to leaving complex- DAILY
Maintain Storage Area	X		
Pest Control (Building)		X	PARD exterior only
Backstop nets		X	Association report problems to PARD
Electrical		X	Association report problems to PARD
Scoreboards		X	Association report problems to PARD
Water infields	X	X	
Ice Machine	X		
Facility Signs		X	
Batting Cages	X		GPARD responsible for Capital Replacement

## EXHIBIT "C"

### TYPE

Comprehensive General Liability  
Including contractual liability,  
premises/operations and personal  
injury liability.

### AMOUNT

#### Bodily Injury

\$250,000 per person

\$500,000 aggregate

#### Property Damage

\$100,000 per occurrence

\$100,000 aggregate



City of Georgetown, Texas  
Parks and Rec Advisory Board  
February 13, 2020

**SUBJECT:**

Consideration and possible action to recommend the annual approval of the Ordinance establishing standards of care that exempts the after-school and summer recreation programs from state licensing requirements. - Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Parks and Recreation Superintendent

**ITEM SUMMARY:**

Chapter 42 of the Texas Human Resource Code is established to regulate certain facilities, homes, and agencies that provide child care services. The purpose of the standards of care established in this chapter is to protect children who participate in City of Georgetown after-school and summer recreation programs. The Department of Family and Protective Services (DFPS) is the agency tasked with enforcement of this law.

Subchapter C. Sec 42.041, (b), (14) exempts:

“Elementary-age (ages 5-13) recreation programs operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility.”

This ordinance establishes the standards of care requirements set forth by Chapter 42 of the Texas Human Resource Code after a public hearing. The standards are intended to be minimum standards by which the Georgetown Parks and Recreation Department will operate its youth recreation programs. These programs are recreation in nature and are not child care programs.

The Georgetown Parks and Recreation Department previously developed similar department minimum standards for recreation programs. Therefore, the minimum standards set forth in Exhibit A will create no additional staffing or financial burden to the City. Additionally, it will not impact the effected recreation program fees.

This ordinance was first adopted in 2015. It expires one year after its effective date and must be submitted to City Council for re-adoption no later than April 1st of each year.

There have been no changes to the minimum standards of care since the last adoption in 2019.

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Recreation Superintendent

## **ATTACHMENTS:**

	<b>Description</b>	<b>Type</b>
	1st Reading	Backup Material
	Exhibit A	Backup Material

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GEORGETOWN, TEXAS, ADOPTING CHAPTER 8.40 OF THE CODE OF ORDINANCES RELATING TO ESTABLISHING MINIMUM STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS; PROVIDING A SEVERABILITY CLAUSE; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City's Parks and Recreation Department has determined that certain minimum standards of care are necessary to health, safety, and welfare of individuals participating in youth recreation programs; and

**WHEREAS**, the State of Texas Human Resources Code Chapter 42 exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041(14) stating “an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility;” and

**WHEREAS**, the City Council, at a meeting on \_\_\_\_\_, held a public hearing prior to adopting Chapter 8.40 of the Code of Ordinances regarding Standards of Care for Youth Recreation Programs; and

**WHEREAS**, the City Council of the City of Georgetown finds it to be in the best interest of the citizens of Georgetown to adopt Chapter 8.40 of the Code of Ordinances regarding Standards of Care for Youth Recreation Programs.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GEORGETOWN, THAT:**

**SECTION 1.** The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim. The City Council hereby finds that this Ordinance implements the vision, goals, and policies of the Georgetown 2030 Comprehensive Plan and further finds that the enactment of this ordinance is not inconsistent or in conflict with any other policies or provisions of the 2030 Comprehensive Plan.

**SECTION 2.** It is hereby determined upon the basis of requirements set forth in the Texas Human Resource Code, the City of Georgetown shall be exempt from Texas Child Care Services regulations.

**SECTION 3.** Chapter 8.40 of the Code of Ordinance of the City of Georgetown is hereby amended in its entirety and shall provide as shown in Exhibit "A."

**SECTION 4.** All ordinances and parts of ordinances that are in conflict with this ordinance are hereby repealed, and are no longer of any force and effect.

**SECTION 5.** If any provision of this ordinance or application thereof to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are hereby declared to be severable.

**SECTION 6.** The Mayor is hereby authorized to sign this ordinance and the City Secretary to attest. This ordinance shall become effective in accordance with the provisions of state law and the City Charter of the City of Georgetown.

**PASSED AND APPROVED on FIRST READING on this \_\_\_\_ day of \_\_\_\_\_, 2020.**

**PASSED AND APPROVED on SECOND READING on this \_\_\_\_ day of \_\_\_\_\_, 2020.**

**ATTEST:**

**CITY OF GEORGETOWN, TEXAS**

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

By: \_\_\_\_\_  
Dale Ross, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charlie McNabb, City Attorney

***Exhibit A***

*Code of Ordinances  
Adopting Chapter 8.40*

**Sec. 8.40. - Standards of Care for Youth Recreation Programs.**

**Sec. 8.40.010. - Definitions.**

- A. "Camp Program Staff" means a person responsible for the direct care or supervision of participants, including volunteers and contractors. The term excludes a person whose primary duties include administration, clerical support, or facility maintenance.
- B. "Department" means the Parks and Recreation Department.
- C. "Director" means the director of the Parks and Recreation Department.
- D. "Designee" means a person appointed by the director to act on the director's behalf.
- E. "Facility" means a building or improvement operated or used by the department in conducting a recreational program.
- F. "Participant" means a child age 5 to 13 years old that is enrolled in a recreational program and is under the supervision of department staff.
- G. "Recreational Program or Program" means a fee-based children's program or activity offered and supervised by the department that requires a participant to enroll or register to participate.
- H. "Staff" means a person who is employed by the department to work in a recreational program.
- I. "Parent" means legal guardian of a participant.

**Sec. 8.40.020. - Purpose.**

The purpose of the standards of care established in this chapter is to protect children who participate in City of Georgetown after-school and summer recreation programs. The standards of care set forth in this chapter are intended to be the minimum standards by which the Georgetown Parks and Recreation Department will operate its youth recreation programs which are recreational in nature and not designated as child care programs.

**Sec. 8.40.030. - Participant and Camp Program Staff Ratios.**

- A. Camp programs shall have no greater than a 10/1 ratio of participant to camp program staff for children 0-4 years of age.

- B. Camp programs shall have no greater than a 15/1 ratio of participant to camp program staff for children 5-9 years of age.
- C. Camp programs shall have no greater than a 17/1 ratio of participants to camp program staff for children 10-13 years of age.
- D. Each participant should have a program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special problems as identified by the participant's parents during the registration process.

**Sec. 8.40.040. - Minimum Camp Program Staff Qualifications.**

- A. Camp program staff must be at least 16 years of age.
- B. At least 50% of camp program staff must possess certification from a nationally recognized body in
  - 1. First Aid; and
  - 2. Community CPR or equivalent
- C. Camp program staff must complete a camp program staff orientation including but not limited to:
  - 1. An overview of the City of Georgetown's Standards of Care; and
  - 2. Policies including discipline, guidance, and the release of participants; and
  - 3. An overview of symptoms of child abuse, neglect, and sexual abuse and the responsibility of reporting these; and
  - 4. The procedures to follow in handling emergencies including but are not limited to: fire, explosion, tornado, toxic fumes, volatile persons, and severe injury or illness of a child or adult; and
  - 5. The use and locations of fire extinguishers and first aid equipment.

**Sec. 8.40.050. - Employment Restrictions**

- A. Criminal background checks will be conducted on prospective camp program staff. The following convictions, including deferred adjudication and pretrial diversions, regardless of when the conviction occurred will render applicants ineligible for participation with Georgetown Parks and Recreation Camp Programs:
  - 1. Any drug distribution activity, including misdemeanor or felony
  - 2. Rape
  - 3. Aggravated Assault
  - 4. Child Abuse or Molestation
  - 5. Murder
  - 6. Kidnapping
  - 7. Or any other felony or crime involving moral turpitude, which involves acts of physical violence
- B. The following convictions within 10 years from the date of application for employment will render applicants ineligible for participation with Georgetown Parks and Recreation Camp Programs:

1. Any drug related activity, including misdemeanor or felony
2. Assault
3. Any other felony or crime involving moral turpitude which does not involve acts of physical violence

**Sec. 8.40.060. - Minimum Building Standards.**

- A. The facility and equipment used do not present any known fire, health, or safety hazards and are kept free of accumulations of objectionable debris.
- B. The facility shall be subject to an annual safety inspection.
- C. The facility shall reasonably be kept free of insects, rodents, and stray animals.
- D. Facility buildings shall maintain clearly marked emergency exits.
- E. A disaster and evacuation procedure shall be posted at the facility.
- F. First-aid kits and infection control kits shall be available at the facility and taken to other locations at which the participants are engaged in program activities.
- G. First-aid guidelines shall be on file and available at the facility.
- H. The facility shall have a sufficient number of restrooms maintained in good repair and equipped for independent use by children and designed to permit staff supervision as needed.

**Sec. 8.40.070. - Minimum Health and Safety Standards.**

- A. A participant who is ill or injured shall be supervised until the participant is released to a parent or other authorized person.
- B. A participant whose illness or medical condition requires a degree of supervision by staff that would compromise the health or safety of the other participants shall be kept separate from the other participants until the participant is removed from the facility.
- C. A participant whose illness or medical condition prevents the participant from comfortably participating in program activities or places other participants at risk may not be admitted or readmitted to the facility for the duration of the illness or condition.
- D. A staff member may not administer medication to a participant without a written parental medication authorization. Staff may not knowingly administer medication that is not in its original container or that is past the expiration date on the container.
- E. A staff member may not administer an amount of medication that is inconsistent with the prescribed dosage and parental direction. A staff member shall return the unused medication to the parent on the last program day.

F. Medication should be kept in a secured location that is not accessible by participants.

G. A staff member shall maintain a medication and first aid log.

**Sec. 8.40.080. - Mechanisms for Monitoring and Enforcing Standards.**

The director or designee shall monitor the camp programs for performance. Compliance with these standards will be a factor in rating the performance of the youth program.

**Sec. 8.40.090. - Review.**

This Chapter will expire one year after its effective date.

**Sec. 8.40.100. - Recommendation for Amendment or Re-Adoption.**

No later than April 1 of each year the director or designee shall recommend to the City Council adoption of the local standards of care.



City of Georgetown, Texas  
Parks and Rec Advisory Board  
February 13, 2020

**SUBJECT:**

Consideration and possible action to approve minutes from the January 9, 2020 meeting - Jill Kellum, Administrative Supervisor

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Jill Kellum, Administrative Supervisor

**ATTACHMENTS:**

Description		Type
□	1-9-2020 meeting	Backup Material

**Minutes of the Meeting of the  
Parks and Recreation Advisory Board  
City of Georgetown, Texas  
January 9, 2020**

**Regular Session**

**(This Regular Session may, at any time, be recessed to convene an Executive Session for any purpose authorized by the Open Meetings Act, Texas Government Code 551.)**

**A Call to order - Jim Hougnon, Parks and Recreation Advisory Board Chair**

Jim Hougnon called the meeting to order at 6:02 pm.

**B Roll Call - Jim Hougnon, Parks and Recreation Advisory Board Chair**

Present: Jim Hougnon, Katherine Kainer, Scott Macmurdo, Larry Gambone, Danelle Houck, Wayne Beyer

Absent: Mike Simpson

Staff present: Kimberly Garrett, Eric Nuner, Brandon Fonville, Jill Kellum

**C Parks and Recreation staff member introduction and presentation - Kimberly Garrett, Parks and Recreation Director**

Kimberly Garrett introduced Brandon Fonville, Parks Foreman. Brandon Fonville has been with the City of Georgetown over 13 years. He stated he oversees the athletic field crew, the trails crew and the mowing crew. He also takes care of irrigation in the parks and chemical programs and oversees maintenance over the lawnmowers, weed eaters and other equipment. Brandon Fonville stated he grew up in Ranger, TX and went to Tarleton State University and has a degree in plant and soil science. He worked for a seed company, then was a commodities inspector for the state and traveled the whole state. He then went into the peace corp and was in Nepal. He then came to the Georgetown area and worked in the landscaping industry for about 10 years doing construction, installation and maintenance. He then started with the City of Georgetown. Scott Macmurdo asked what a typically day is like. Brandon Fonville stated every day is different and on Monday they are cleaning up after the weekend and Friday they are getting ready for the weekend. He stated they make sure the fields are getting ready to be played on, cleaning up trash on trails and general maintenance. Wayne Beyer asked about the chemical application license. Brandon Fonville stated himself and one other park employee have the license and it has to be renewed every 2 years. Scott Macmurdo asked what the hardest part of the job is. Brandon Fonville stated the office work. Jim Hougnon asked what equipment, people or building he wanted but doesn't have. Brandon Fonville stated they have wanted to renovate the adult baseball field and that will come in Phase IV of the San Gabriel Park renovation. Scott Macmurdo asked if the adult baseball field is being used. Brandon Fonville stated there are 2 adult leagues that use it and that is mostly on the weekends. During

the week there are high schools that use the field as their home field. Kimberly Garrett stated there are tournaments held there and practices.

**D Update from the Friends of Georgetown Parks and Recreation - Danelle Houck, Parks and Recreation Advisory Boardmember**

Danelle Houck stated the Friends have not met. Assistance requests have been a little slow. They will have a water stop at the Cupid's Chase.

**E Project Updates and Staff Report - Eric Nuner, Assistant Director of Parks and Recreation**

Eric Nuner stated San Gabriel Phase 2 is working on final items. The trail is poured. There is backfill and grading that needs to be done and working on seat walls at the overlook. It is not officially opened but it is being used already. There will be an official opening when it is done. Kimberly Garrett stated since it is a grant from Texas Parks and Wildlife, one of the requirements is an official dedication and opening. There is not a date for this event. Eric Nuner stated staff is coordinating invasive tree removal and debris clean up. Wayne Beyer asked for the park rangers to be notified when it is officially open.

Eric Nuner stated on the Golden Bear project that staff has met with the planning department to finalize the permitting piece. The state requirement for environmental quality is done and are anticipating constructing it in the spring. The Parks department will install it in house.

Booty's Park is complete. New picnic tables have been added under the pavilion. The tables are similar to what is at Garey Park; galvanized, heavy recycled plastic tops.

Eric Nuner stated the Heritage Gardens is the current neighborhood park development. Staff has met to determine the scope of the project and staff has met with the gardeners and informed them what the schedule for construction is and when the gardens will no longer be available. Staff has worked with planning to get the plans finalized. Eric Nuner stated it is not complicated; the garden beds and this will come back to the Parks Board when it is farther along. Katherine Kainer asked if it is going to be fenced in and Eric Nuner stated the gardens themselves will be fenced. Kimberly Garrett stated this should help with the vandalism and the people that are stealing the vegetables. Eric Nuner stated staff has met with other entities that have community gardens and got a lot of good information. There will be a public input, stakeholder type meeting with the gardeners that are there. There will only be raised beds, no in ground beds. Eric Nuner stated they hope to do some type of shelter with some tables for small gatherings and classes and also a small restroom facility, accessible beds, and parking. Katherine Kainer asked if there will be revenue. Eric Nuner stated there is a fee structure now and that will be revised. Katherine Kainer asked if there will be guidelines for the gardens. Eric Nuner stated there are guidelines about what can and cannot be used there. He stated they have some good policies and procedures they have gathered from other gardens. He also stated there will be marketing after the renovation is done. He stated they will make it where the garden area can expanded or phased. Jim Hougnon asked about the water distribution system.

Eric Nuner stated it will be improved, centrally located and accessible to multiple plots. Katherine Kainer asked about the size of the area. Kimberly Garrett stated it is an 18 acre park and half of it is in the flood plain. Eric Nuner stated there are some limitations and constraints and our opportunity is greater than what staff has seen in other communities. Larry Gambone asked if staff will require the gardener's to meet on a regular basis. Eric Nuner stated the group that is out there now does meet monthly. Kimberly Garrett stated there could be some education opportunities and Heather Brewer, Urban Forester, will be leading this.

Eric Nuner stated Wolf Ranch Trail construction is complete. Kimberly Garret stated this was part of the Hillwood development agreement. Part of the agreement was to build a trail from IH 35 to the Guy Tract and it is  $\frac{3}{4}$  of a mile. She stated you can see it from IH35 and it is 10 foot wide and said it will be a huge selling point for that development.

Eric Nuner stated Grace Heritage Plaza is on Main Street between the Watkins building and Grace Heritage Center and is almost complete. There is some landscaping to do and there will also be some lighting added. Scott Macmurdo asked how we envision using that space in the future. Eric Nuner stated there are opportunities to continue to the east to Founder's Park where there is more of a corridor; you aren't going across the parking lot. Kimberly Garrett stated it was too small of a space for a parking lot and to keep the continuity of the look and feel in that area. Kimberly Garrett added that until the tenants move into that building it is hard to envision what is going on.

Eric Nuner stated there was a bid opening in December on the Show Barn demolition and there were 15 bidders. He stated staff is working on contracts and it is about a 2 week demo timeline. He hopes that it will be done in the spring.

## **Legislative Regular Agenda**

### **F Consideration and possible action to recommend approval of a Task Order with Halff Associates, Inc. of Austin, TX, for professional services related to the South San Gabriel River Trail design at Wolf Crossing in the amount of \$128,800.00– Eric Nuner, Assistant Parks and Recreation Director**

*Item Summary: Funding was provided in the FY2020 Capital Improvement Budget to continue trail development along the South San Gabriel River. The portion identified is near Wolf Crossing and will provide a link to the current City trail system on the South San Gabriel River at Scenic Drive to the new trail constructed at Wolf Ranch. Wolf Crossing will construct a trail head within their development for trail access and has provided the City with a pedestrian access easement for trail construction. The trail is programmed to be a 10 foot wide concrete trail approximately three-quarter mile in length.*

*Trails were a high priority in the 2008 Parks Master Plan and continue to be one of the most requested amenities from residents. The city's trail system along the San Gabriel River provides a variety of benefits including recreation, transportation and a key alternative to get to the City's key tourist and shopping*

*destinations. Halff Associates has successfully completed several City park and trail projects with Garey Park being the most recent. Staff recommends approval of the task order with Halff Associates to complete design of the South San Gabriel River Trail at Wolf Crossing.*

*Timeline:*

*Final Construction Documents May 2020*

*Permitting August 2020*

*Bidding October 2020*

*Completed Construction June 2021*

Eric Nuner stated part of the CIP for this year was for design of the South San Gabriel River Trail and the area identified is Wolf Crossing. It connects the Wolf Ranch Trail that is constructed along the river below Wolf Crossing and ultimately goes to University Avenue. Through the CIP there is 1.275 million for construction and design of the trail. The design itself is not to exceed is \$128,800.00 and within that there are some allowances such as survey work. There are some tricky spots there as far as access and there is some steep topo. He stated there are some challenges but doable. He stated staff generally plans for roughly 15% of the constructions cost and this is about 10%. He stated some of the savings are based on the type of agreement and are able to utilize some of the engineer work from the development; some of their survey and geologic assessment work. Kimberly Garrett stated there are so many unknowns and it is so steep and staff will need to coordinate with TXDOT going under IH35 and connecting. Scott Macmurdo asked if this was a competitive bid process and Eric Nuner stated task orders are through the master service agreement which are pre-qualified firms for design. Kimberly Garrett stated professional services cannot be bid out and when the construction comes along there will be a competitive bid.

**Wayne Beyer made a motion, second by Scott Macmurdo to recommend approval of a Task Order with Halff Associates, Inc. of Austin, TX, for professional services related to the South San Gabriel River Trail design at Wolf Crossing in the amount of \$128,800.00.**

**Approved: 6-0-1**

**G Consideration and possible action to approve minutes from the November 21, 2019 meeting - Jill Kellum, Administrative Supervisor**

**Danelle Houck made a motion, second by Katherine Kainer, to approve minutes from the November 21, 2019 meeting.**

**Approved: 6-0-1**

**Adjournment**

**Adjourn - Jim Hougnon, Parks and Recreation Advisory Board Chair**

Katherine Kainer made a motion, second by Larry Gambone to adjourn the meeting. The meeting adjourned at 7:01 pm.

Approved: 6-0-1

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James Hougnon, Board Chair

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Katherine Kainer, Secretary

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Jill Kellum, Board Liaison