

**Notice of Meeting for the  
Parks and Recreation Advisory Board  
of the City of Georgetown  
September 10, 2020 at 6:00 PM  
at VIRTUAL**

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.

**Consistent with Governor Greg Abbott's suspension of various provisions of the Open Meetings Act, effective August 1, 2020 and until further notice, to reduce the chance of COVID-19 transmission, all City of Georgetown Advisory Board meetings will be held virtually. Public comment will be allowed via teleconference; no one will be allowed to appear in person.**

**To participate, please copy and paste the following weblink into your browser:**

**Weblink:**

**Join Zoom Meeting**

**[https://georgetowntx.zoom.us/j/94101870189?](https://georgetowntx.zoom.us/j/94101870189?pwd=ZTRsbVBKd1IxM2c2ZldleWh6ZGtZQT09)**

**[pwd=ZTRsbVBKd1IxM2c2ZldleWh6ZGtZQT09](https://georgetowntx.zoom.us/j/94101870189?pwd=ZTRsbVBKd1IxM2c2ZldleWh6ZGtZQT09)**

**Meeting ID: 941 0187 0189**

**Passcode: 369525**

**One tap mobile**

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**+16699006833,,94101870189# US (San Jose)**

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**888 475 4499 US Toll-free**

**833 548 0276 US Toll-free**

**833 548 0282 US Toll-free**

**877 853 5257 US Toll-free**

**Meeting ID: 941 0187 0189**

**Find your local number: <https://georgetowntx.zoom.us/j/94101870189>**

**Citizen comments are accepted in three different formats:**

- 1. Submit written comments to [jill.kellum@georgetown.org](mailto:jill.kellum@georgetown.org) and [kimberly.garrett@georgetown.org](mailto:kimberly.garrett@georgetown.org) by 3 p.m. on the date of the meeting and the Recording Secretary will read your comments into the recording during the item that is being discussed.**
- 2. Log onto the meeting at the link above and “raise your hand” during the item**
- 3. Use your home/mobile phone to call the toll-free number**

**To join a Zoom meeting, click on the link provided and join as an attendee. You will be asked to enter your name and email address (this is so we can identify you when you are called upon). To speak on an item, click on the “Raise your Hand” option at the bottom of the Zoom meeting webpage once that item has opened. When you are called upon by the Recording Secretary, your device will be remotely un-muted by the Administrator and you may speak for three minutes. Please state your name clearly, and when your time is over, your device will be muted again.**

**Use of profanity, threatening language, slanderous remarks or threats of harm are not allowed and will result in you being immediately removed from the meeting**

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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 - Danelle Houck, Parks and Recreation Advisory Board Chair
- B Roll Call - Danelle Houck, Parks and Recreation Advisory Board Chair
- C Update from the Friends of Georgetown Parks and Recreation - Danelle Houck, Parks and Recreation Advisory Board Chair
- D Project Updates and Staff Report - Kimberly Garrett, Parks and Recreation Director
- E Overview of the Parkland Dedication Ordinance - Kimberly Garrett, Parks and Recreation Director

## **Legislative Regular Agenda**

- F Consideration and possible action to recommend the approval of a Facility Use Agreement with GTX Swim LLC– Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Parks and Recreation Superintendent
- G Consideration and possible action to recommend the approval of a Facility Use Agreement with the

Georgetown Aquadillos – Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Parks and Recreation Superintendent

- H Consideration and possible action to recommend the approval of a Facility Use Agreement with Texas Gold – Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Parks and Recreation Superintendent
- I Consideration and possible action to approve minutes from the August 13, 2020 meeting - Jill Kellum, Administrative Supervisor

## **Adjournment**

Adjourn - Danelle Houck, 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.

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Robyn Densmore, City Secretary

City of Georgetown, Texas  
Parks and Rec Advisory Board  
September 10, 2020

**SUBJECT:**

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

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Eric Nuner, Assistant Director of Parks and Recreation

**ATTACHMENTS:**

Description		Type
	Project updates	Backup Material

## Parks and Recreation

### Capital Improvement Projects –September 2020

**ADA Trail Reconstruction** – Bid documents have been sent to Purchasing and Legal for review. Project will bid once all final reviews have been completed. **No change.**

**Golden Bear Park** –Construction is underway and is expected to be complete in September. Some parts of the play units were manufactured wrong and staff is waiting for new parts. The irrigation is complete. Landscape will follow the completion of the play units.



**Grace Heritage Plaza** – Pavers and planter box have been installed. Piers for the lighting have been poured. Lighting and landscape will complete the plaza. No schedule has been provided.

**Village PID Park Renovation** – 11 parkletts have been completed. Rowan Park and Madrone Park are underway. Shell road is being prepared for lighting, irrigation and planting. The project is on schedule.



**Tennis Center Pool Demo** – Demolition of the Tennis Center Pool will be bid in September with project completion in November.

**Wolf Crossing Trail** – Design will be restarted in October with a spring bid time.

**San Gabriel Park Phase III** – Project is currently on hold.

**Heritage Gardens (Community Garden)** – Design will begin for the gardens in October. Most of the project will be constructed by staff.

**Parks, Recreation and Open Space Master Update** –Master plan RFP has been completed. Request for Proposals will be solicited in October.

City of Georgetown, Texas  
Parks and Rec Advisory Board  
September 10, 2020

**SUBJECT:**

Overview of the Parkland Dedication Ordinance - Kimberly Garrett, Parks and Recreation Director

**ITEM SUMMARY:**

The parkland dedication ordinance was revised in July 2019. A presentation and overview of the current ordinance will be presented at the meeting.

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Kimberly Garrett, Parks and Recreation Director

**ATTACHMENTS:**

Description		Type
<input type="checkbox"/>	Parkland Dedication Ordinance	Backup Material
<input type="checkbox"/>	Parkland Dedication Fee and Land Ratio guide	Backup Material

## SECTION 13.08. - PARKLAND

*Footnotes:*

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**Editor's note**— Ord. No. 2019-37, § 2(Exh. G), adopted June 11, 2019, amended Section 13.08 in its entirety to read as herein set out. Formerly, Section 13.08, §§ 13.08.010—13.08.040 pertained to similar subject matter, and derived from Ord. No. 2017-15, § 2, adopted February 28, 2017.

## Sec. 13.08.010. - Purpose.

The purpose of this Section is to provide parks, open spaces, and trails that implement the Georgetown Parks, Recreation and Trails Master Plan. The Georgetown City Council has determined that parks, open spaces and trails are necessary and in the public welfare, and that the adequate procedure to provide for same is by integrating standards into the procedures for planning and developing property.

(Ord. No. 2019-37, § 2(Exh. G), 6-11-2019)

## Sec. 13.08.020. - Applicability.

The provisions of this Section shall apply to the development of a tract of land for any residential use of five or more lots or dwelling units within the City limits and the extraterritorial jurisdiction (ETJ). For the purposes of this Section, lots and dwelling units are interchangeable for determining the Parkland dedication requirements.

(Ord. No. 2019-37, § 2(Exh. G), 6-11-2019)

## Sec. 13.08.030. - Requirements for Parkland Dedication.

A. **Dedication of Public Parkland Required.**

1. A developer of a tract of land for residential use of five or more lots shall set aside and dedicate to the public sufficient and suitable land for the purpose of public Parkland.
2. The minimum acreage of Public Parkland required shall be as follows:
  - a. For development with one or two dwelling units on a lot: one acre for each 80 dwelling units, or fraction thereof.
  - b. For development with three or more dwelling units on a lot: one acre for each 110 dwelling units, or fraction thereof.
3. The land to be dedicated shall form a single lot with a minimum area of three acres.
4. Exemptions.
  - a. When two or more, but less than three, acres of land would be required to satisfy the Public Parkland dedication requirements, the Parks and Recreation Director may approve parkland less than three acres if it is determined that it would be in the public interest, and/or accept a financial contribution in lieu of dedication of public Parkland to meet the dedication requirements of this Section.
  - b. A developer shall make a financial contribution in lieu of dedication of public Parkland when:
    - i. No portion of the tract of land is located within the City limits.
    - ii. A developer proposes to develop 100 or fewer lots and where no future phasing is proposed.
    - iii. Less than two acres of land would be required to satisfy the Parkland dedication



requirements.

- c. The rate required for the financial contribution shall be in accordance with the adopted fee schedule. The fee shall be reviewed on annual basis to ensure accuracy and value.

**B. Park Development Fee.**

1. In addition to the dedication of Public Parkland or fee-in-lieu, a developer shall pay a Park Development Fee to ensure that the public Parkland will be sufficiently developed for park use.
2. The amount for the Park Development Fee shall be in accordance with the adopted fee schedule and based on the level of service for the public Parkland.
3. Alternative Standards.
  - a. When two or more acres of land are proposed to satisfy the Parkland dedication requirements, the Parks and Recreation Director may consider a proposal from an applicant to construct park improvements on Public Parkland in lieu of paying, in whole or in part, the Park Development Fee.
  - b. Park improvements shall include the minimum number of facilities listed in Table 13.08.030.C.3.b:

**Table 13.08.030.C.3.b**

Parkland Acreage	Minimum Number of Facilities
3 or less	4
4—6	5
7—9	6
10 or more	7

- c. Park improvement facilities shall be selected from those listed below:
  - i. Age appropriate playground equipment with adequate safety surfacing around the playground.
  - ii. Unlighted practice fields for baseball, softball, soccer, and football.
  - iii. Unlighted tennis courts.
  - iv. Lighted or unlighted multi-purpose courts for basketball and volleyball.
  - v. Improved multiuse green space.
  - vi. Picnic areas with benches, picnic tables and cooking grills.
  - vii. Shaded pavilions and gazebos.
  - viii. Jogging and exercise trails.
  - ix. Other facilities as approved by the Parks and Recreation Director.
- d. When construction of park improvements is proposed, all park improvements shall comply with the Parks Master Plan, Section 13.08.040 of this Code, and applicable City regulations.

**C. Credit for Private Parks.**

1. Where privately-owned and maintained parks or other recreational facilities with non-exclusive private amenities are proposed for a single-family, two-family, townhome, or detached multi-family residential development, the Parks and Recreation Director, after recommendation from the Parks and Recreation Board, may grant a credit of up to fifty percent (50%) of the required Public Parkland dedication and Park Development Fee.
2. Privately-owned and maintained parks or other recreational facilities shall meet the following minimum standards:
  - a. The park or recreational facility shall have a minimum lot area of two acres; and
  - b. The park or recreational facility shall include the minimum number and type of facilities outlined in Subsection 13.08.030.B.3; and
  - c. The park or recreational facility shall comply with the Parks Master Plan, Subsection 13.08.040, and other applicable City regulations.
3. Privately-owned and maintained parks or other recreational facilities for a single-family, two-family, townhome, or detached multi-family subdivision shall be identified on the Subdivision Plat as a private open space lot.
4. Privately-owned and maintained parks or other recreational facilities shall be owned and managed by a mandatory Homeowners Association (HOA), or similar permanent agency, and subject to restrictive covenants that state the following:
  - a. The land shall be utilized for Parkland or open space in perpetuity.
  - b. Each property owner within the subdivision encumbered by the restrictive covenants shall be required to pay dues and/or special assessments for the maintenance of the private park or recreational facility.
  - c. If the responsible agency dissolves, cannot fulfill its obligations or elects to sell, transfer or otherwise divest itself of the land, the City shall have the right of first refusal on acquiring the property. If the City elects to acquire the land, said land shall be transferred at no cost to the City and in accordance with Section 13.08.050, Method of Dedicating Parkland.
  - d. The cessation of the privately-owned and maintained park or other recreational facility shall be prohibited until such time as the declarant cedes control of the responsible agency to purchasers of properties within the subdivision, and then only upon amendment to the restrictive covenants approved by three-fourths of the members of the responsible agency.

**D. Credit for Heritage Tree Preservation.**

1. The parkland dedication requirement may be reduced if a Heritage Tree is saved within the dedicated Parkland lot; however, the required Parkland lot shall not be less than three acres, unless the Parks and Recreation Director determines it to be in the public interest.
2. The Parkland dedication credit shall be a 15-dwelling unit reduction in the number of units used to calculate the Parkland dedication requirement for each Heritage Tree preserved within the Parkland lot.
3. Heritage trees counted towards this credit shall have their entire critical root zone (CRZ) located within the Parkland lot.
4. Heritage trees within the 100-year FEMA or calculated floodplain shall not count towards this credit.

(Ord. No. 2019-37, § 2(Exh. G), 6-11-2019)

## Sec. 13.08.040. - Location, Site and Development Standards for Public Parkland.

- A. Any land to be dedicated to meet the requirements of this Section shall be suitable for public parks and recreational activities as determined by the Parks and Recreation Director, and comply the following standards and requirements:
1. The Parkland lot shall be centrally located within the development, when practicable. Where existing or accepted public Parkland is located adjacent to the development, the Parkland lot may abut the existing or accepted public Parkland provided it results in the creation of a larger park as approved by the Parks and Recreation Director.
  2. In unique circumstances, as approved by the Parks and Recreation Director, a developer may propose dedication of land located outside the development boundary to meet the provisions of this Section. In this event, the land proposed to be dedicated shall be located within the same Benefit Zone as the development, and the value of the land shall be equal to the land or fee-in-lieu of land that would be dedicated within the development.
  3. Where a residential subdivision is proposed to be developed in phases, the Parkland lot shall be located within the first phase of the development. If the required public Parkland is proposed to be outside of the first phase, the first phase may be approved provided that fee-in-lieu of dedication is paid for the number of lots within that phase. In this event, the fee paid may be credited towards the required Park Development Fee for the subsequent phase(s) of the development.
  4. The Parkland lot shall have a minimum lot width and street frontage of 200 feet. When practicable, the Parkland lot shall be a corner or multi-frontage lot with a minimum street frontage of 200 feet on two streets.
  5. The Parkland lot shall only be located along street(s) where on-street parking may be accommodated on both sides of the street.
  6. A minimum of fifty percent (50%) of the Parkland lot shall not exceed a twenty percent (20%) grade. A slope analysis exhibit shall be provided to the Parks and Recreation Director.
  7. Areas within the FEMA or calculated 100-year floodplain may be dedicated in partial fulfillment of the dedication requirement not to exceed fifty percent (50%). When area within the floodplain is proposed to be dedicated, a minimum of two acres of land, with a minimum width of 100 feet, shall be located outside the floodplain to satisfy the Parkland dedication requirements.
  8. Parkland lots with the following conditions shall not be accepted unless approved by the Parks and Recreation Board:
    - a. The lot is primarily accessed by a cul-de-sac.
    - b. The lot is hindered by utility easements or similar encumbrances that make development of the land unfeasible. This does not include required public utility easements pursuant to Section 13.03 of this Code.
    - c. The lot is encumbered by sensitive environmental species or habitat areas.
    - d. The lot contains stormwater facilities. Where stormwater facilities are proposed, stormwater facilities must be designed as a park amenity.
  9. A minimum of two-inch water service line and six-inch gravity wastewater service line shall be provided at one of the property lines in a location approved by the Parks and Recreation Director.
  10. Sidewalks in accordance with Section 12.07 of this Code shall be provided along all street frontages.
- B. **Alternative Site and Development Standards.**

1. Alternative design standards for public Parkland may be proposed and submitted to the Parks and Recreation provided the intent of the requirements of this Section are met.
2. Prior to submitting an application for development, the Applicant shall complete the following:
  - a. Provide a letter to the Parks and Recreation Director that details the alternative design for Parkland dedication and why it is equal to or better than the minimum standards; and
  - b. Conduct a site visit with the Parks and Recreation Director to review the proposal.
3. The Parks and Recreation Director shall review the alternative design based on Section 13.08.030, Requirements for Parkland Dedication, and Section 13.08.040, Design Standards for Parkland, of this Code and present the proposed alternative design to the Parks and Recreation Board for a recommendation to the Parks and Recreation Director.
4. The Parks and Recreation Director shall approve, approve with conditions, or disapprove the request.

(Ord. No. 2019-37, § 2(Exh. G), 6-11-2019)

Sec. 13.08.050. - Method of Dedicating Parkland.

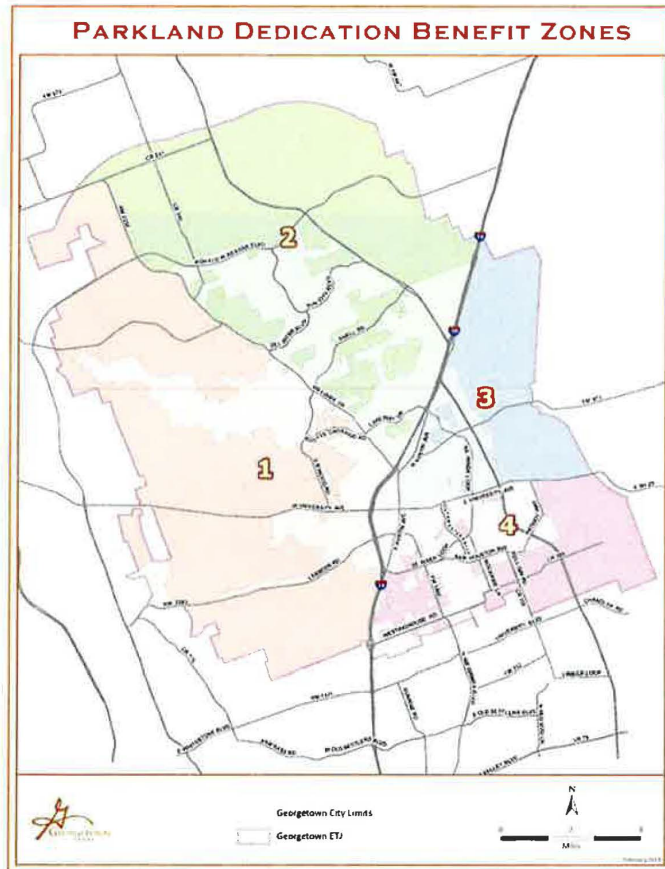
- A. Land to be dedicated for public Parkland shall be identified on the Preliminary Plat, Final Plat, and Subdivision Construction Plans. When construction of park improvements and/or private parks is proposed, all amenities shall be identified on the Subdivision Construction Plan or Site Development Plan, as applicable. Fiscal surety in the amount equal to the Park Improvement Fee shall be provided prior to approval of Subdivision Construction Plan or Site Development Plan, as applicable, for the park improvements on public Parkland.
- B. Prior to acceptance of the public Parkland, the following conditions shall be met:
  1. Land shall be in good condition, including the removal of all debris and dead plant materials, and utility services, sidewalks and other public improvements installed. Any land disturbed by activities not related to park development shall be restored and the soil stabilized in a method approved by the Parks and Recreation Director in accordance with the requirements of this Code.
  2. Parkland Development Fee shall be paid. When construction of improvements on the public parkland is approved, park improvements shall be constructed and accepted by the City at the time of acceptance of all other public improvements, when required, or final site inspection.
- C. Prior to recordation of the Final Plat, the following conditions shall be met:
  1. Land accepted for dedication under the requirements of this Section shall be conveyed by warranty deed, transferring the property in fee simple to the City of Georgetown, Texas, and shall be free and clear of any mortgages or liens at the time of such conveyance.
  2. A copy of the warranty deed and other Parkland dedication documents as outlined in the Development Manual shall be provided to the Parks and Recreation Director.
- D. When financial contribution in lieu of dedication of public Parkland is approved as meeting the requirements of this Section, no Final Plat may be recorded or Site Development Plan approved, as applicable, until payment has been accepted by the City.

(Ord. No. 2019-37, § 2(Exh. G), 6-11-2019)

Sec. 13.08.060. - Park Fund Established.

- A. A separate fund entitled "Park Fund" has been created to hold in trust money paid to be used solely and exclusively for the purpose of purchasing and/or improving public parks and recreational lands, and shall not be used for maintaining or operating park facilities or for any other purpose.

- B. Where financial contribution is received in lieu of land dedication, the financial contribution and Park Development Fee shall be expended on a neighborhood park located in the Benefit Zone where the development is located. In the event there is not a suitable neighborhood park within the benefit zone, the amount collected shall be expended on the closest community park or regional park.
- C. The City Council, based upon the recommendations of the Parks and Recreation Board, shall determine whether there are sufficient funds to acquire public Parkland and/or construct improvements. In making a determination for the acquisition of land, the conditions of Section 13.08.040 shall be taken into consideration.
- D. Benefit Zones. Funds shall be expended within the eligible Benefit Zones as shown in Figure 13.08.060.D.



- E. Any financial contribution paid in-lieu of the Parkland dedication requirements must be expended by the City within ten years from the date received. If the City does not expend the financial contribution by the required deadline, the owners of the property may request a refund in the following manner:
  1. The owners of such property must request in writing to the City such refund within one year of the entitlement or such right shall be waived. Refunds shall be paid by the City within 90 days of the filing of the request.
  2. A refund may only be provided for the unbuilt lots for which a fee-in-lieu of dedication was paid.

(Ord. No. 2019-37, § 2(Exh. G), 6-11-2019)

## **Parkland Dedication Fee Schedule and Land Dedication Ratio**

### Parkland Dedication Fee in lieu of land dedication

Single Family (1 or 2 dwelling units) \$650 per unit

Multi Family (3 or more dwelling units) \$470 per unit

### Parkland Development Fee

Single Family (1 or 2 dwelling units) \$1,000 per unit

Multi Family (3 or more dwelling units) \$750 per unit

### Parkland Dedication

Single Family (1 or 2 dwelling units) 1 acre for every 80 dwelling units

Multi Family (3 or more dwelling units) 1 acre for every 110 dwelling units

City of Georgetown, Texas  
Parks and Rec Advisory Board  
September 10, 2020

**SUBJECT:**

Consideration and possible action to recommend the approval of a Facility Use Agreement with GTX Swim LLC– Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Parks and Recreation Superintendent

**ITEM SUMMARY:**

GTX Swim is an adult masters swim team that utilizes the Village Pool, Williams Drive Pool, and the Recreation Center indoor pool to conduct their swim workouts. The City Charter requires 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 October 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.

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Robert Gaylor, Recreation Superintendent, Eric Nuner Parks and Recreation Assistant Director

**ATTACHMENTS:**

Description	Type
□ Facility Use Agreement - GTX Swim LLC	Backup Material

2



8. **Responsibilities.** The City shall maintain Village Pool and Williams Drive Pool as presented in Exhibit “B” Responsibilities. GTX SWIM LLC shall share the responsibilities with the City as outlined in Exhibit “B” Responsibilities.
9. **Fees.** Rental rates for the Village Pool will be \$35 per hour and Williams Drive Pool will be \$45 per hour. Recreation Center Indoor Pool lap lanes utilized for practice will be invoiced at \$7 per lane, per hour. Rental rates for swim meets at the Recreation Center Indoor pool will be \$650 per meet. Fees will be collected on the 1<sup>st</sup> of the month prior to that month’s usage. Fees include the cost of Lifeguard coverage which is required at all times in the use of any of the pools.
10. **Emergency Action Plan.** GTX SWIM LLC shall provide the City with a written Emergency Action Plan to reflect the course of action to be taken in cases of injuries and/or weather related emergencies. The plan should identify those responsible for initiating action and what steps should be taken to summon EMS or dismiss or evacuate participants and spectators if necessary.
11. **Insurance.** GTX SWIM LLC will provide insurance written by companies licensed to conduct business in the State of Texas. GTX SWIM LLC 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. GTX SWIM LLC shall furnish a Certificate of Insurance to the City evidencing compliance with the required insurance requirements at the time GTX SWIM LLC delivers the executed Use Agreement to the City. GTX SWIM LLC 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. GTX SWIM LLC failure to comply with the insurance requirements in a timely manner shall be cause for termination of the Use Agreement.
12. **Indemnity.** The City, its officers, officials and employees, shall not be liable to GTX SWIM LLC, its directors, officers, officials, employees, members, customers, volunteers, agents or representatives, for any damage caused by negligence of GTX SWIM LLC, its directors, officers, officials, employees, members, customers, volunteers, agents or representatives. GTX SWIM LLC 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 arising out of the Use Agreement, GTX SWIM LLC’s operations or activities, and/or the swim team. GTX SWIM LLC 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 conducting swim team practice, arising out of the Use Agreement, and/or GTX SWIM LLC’s operations or activities.

13. **Default.** GTX SWIM LLC's violation of any provision of this Use Agreement shall constitute a default. GTX SWIM LLC shall have thirty (30) days from the receipt of a notice of default to cure the default. If GTX SWIM LLC fails to cure the default the City may immediately terminate this Use Agreement.
14. **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  
113 E. 8<sup>th</sup> Street  
Georgetown, Texas 78626  
Phone: 512.930.3723  
Fax: 512.930.3622  
Email: [david.morgan@georgetown.org](mailto:david.morgan@georgetown.org)

To User:

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

15. **Access by City.** The City may enter the User Area at any time for any purpose.
16. **Condition of Property.** GTX SWIM LLC 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, GTX SWIM LLC will surrender the Use Area in the same condition as when received, normal wear and tear excepted. GTX SWIM LLC will not cause damage to the Use Area and will not cause or allow hazardous materials or environmental contaminants in the Use Area. If GTX SWIM LLC leaves any personal property in the Use Area after expiration of a Use Term, the City may, at its sole option: (1) require GTX SWIM LLC, at GTX SWIM LLC's expense, to remove the personal property within ten (10) days after written notice to GTX SWIM LLC; or (2) retain such personal property as forfeited property.
17. **Records.** GTX SWIM LLC shall provide a complete copy of its Articles of Incorporation, Bylaws and/or other governing documents, and its rules and regulations for the swim program, with the executed Use Agreement. GTX SWIM LLC 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 GTX SWIM LLC's records concerning or related to the swim team upon request with reasonable notice. This will include fees related to the number of swimmers registered in the programs operated by GTX SWIM LLC.

18. **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.
19. **Amendment.** This Use Agreement may not be modified or amended except in writing signed by the City and GTX SWIM LLC.
20. **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.
21. **Non-Assignment.** GTX SWIM LLC 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. GTX SWIM LLC shall not sublease or rent out facilities without prior written consent of the City. This Use Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.
22. **No Third-Party Beneficiaries.** This Use Agreement shall not be construed as affording any rights or benefits to anyone other than the City and GTX SWIM LLC.

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

**GTX Swim LLC**

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

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

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

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

ACKNOWLEDGMENT

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, a person known to me in his capacity as  
\_\_\_\_\_ of the Georgetown Youth Girls Softball Association, on  
behalf of the Georgetown Youth Girls Softball Association.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**City of Georgetown, Texas**

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

Dale Ross, Mayor

ATTEST:

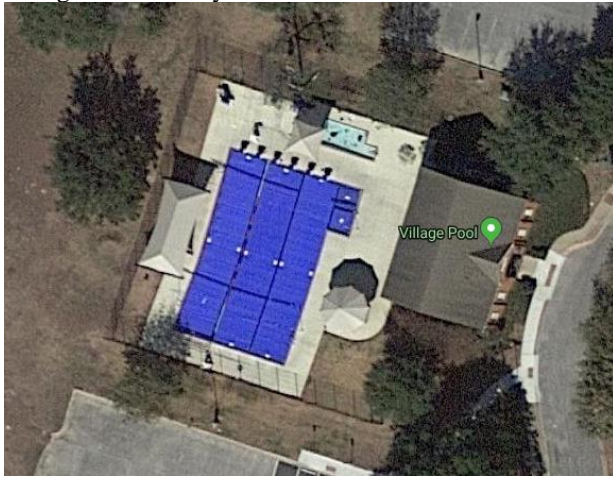
APPROVED AS TO FORM:

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

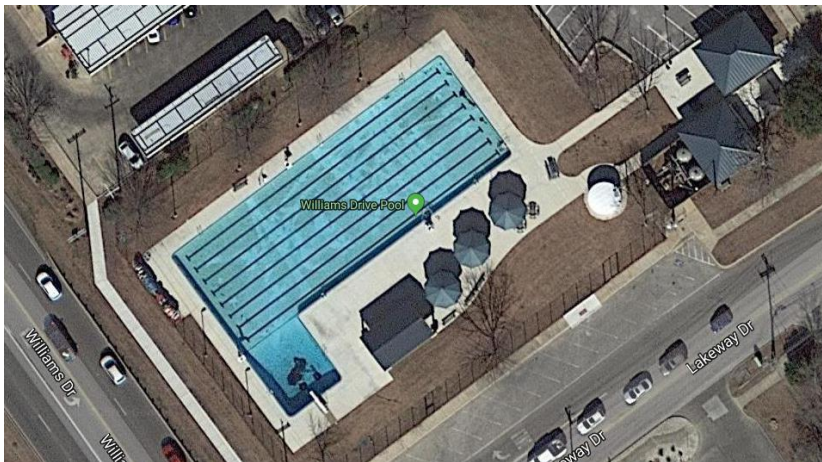
\_\_\_\_\_  
Skye Mason, City Attorney

## EXHIBIT “A”

Village Pool Facility



Williams Drive Pool



Recreation Center Indoor Pool



## EXHIBIT “B” Responsibilities

- The City will provide a small space on location for GTX SWIM LLC to provide their own enclosed and secure storage.
- The City will provide GTX SWIM LLC facility space at the Village Pool Meeting Room for swim team business meetings.
- GTX SWIM LLC shall be responsible for reporting necessary maintenance repairs to the City no later than the following workday.
- GTX SWIM LLC must notify and obtain prior approval from the City on any planned improvements to the facilities.
- The following chart outlines maintenance responsibilities.

### Responsibilities:

TASK	GTX SWIM LLC	PARD	COMMENT
Trash and Liter Pick-Up	X	X	Daily
Chemical Checks		X	
Backwashing		X	
Brushing Pool Walls/Bottom		X	
Empty Skimmer Baskets		X	
Clean and organize storage areas	X		
Insert and Remove Auto Vac/Aerator at Williams Drive	X	X	
Insert and Remove Pool Cover Village	X	X	
Place Trash Cans on Curb for Pick-Up		X	
Plumbing Repair		X	
Parking Lot Maintenance		X	
Winterize facility		X	
Stock Janitorial Supplies		X	
Building Light Bulbs Replacement		X	PARD exterior only
Clean Restrooms	X	X	Prior to leaving complex- DAILY
Pest Control (Building)		X	PARD exterior only
Electrical		X	
Time Clocks	X		
Facility Signs		X	
Install and Remove Backstroke Flags at Williams Drive Daily	X		
Lifeguards		X	

## 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  
September 10, 2020

**SUBJECT:**

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

**ITEM SUMMARY:**

The Georgetown Aquadillos is a youth summer league swim team that utilizes the Village Pool, Williams Drive Pool, and the Recreation Center indoor pool to conduct their swim meets and practices. The City Charter requires 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 October 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.

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Robert Gaylor, Recreation Superintendent, Eric Nuner Parks and Recreation Assistant Director

**ATTACHMENTS:**

Description	Type
□ Facility Use Agreement - Georgetown Aquadillos	Backup Material



STATE OF TEXAS

50

COUNTY OF WILLIAMSON

## 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 **AQUADILLOS**, a non-profit entity, herein called (“**AQUADILLOS**”). 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 Williams Drive Pool, Village Pool and the Recreation Center Indoor Pool as shown in Exhibit “A” (the “Use Area”).
2. **Use Term.** The initial term of this Use Agreement shall be for one year, beginning on **October 1, 2020** and ending on **September 30, 2021** (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.** AQUADILLOS will utilize the Use Area to hold recreational swim team practices and swim meets. No other designated activity of the Use Area shall be permitted without expressed written permission of the City. The City shall maintain rights of approval of activities allowed in the Use Area at all times. AQUADILLOS occupation and utilization of the Use Area is nonexclusive.
4. **Prohibited Use.** AQUADILLOS 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.** AQUADILLOS will operate their swim program without discriminating against any person or class of persons
6. **Meeting Space.** The City shall provide, at no cost, a meeting space for a maximum of four meetings in a calendar year. Dates and meeting space will be determined at a later time.
7. **Improvements.** If AQUADILLOS desires improvements for the Use Area, AQUADILLOS 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. AQUADILLOS will not be allowed to pursue the improvements on their own. Additionally, AQUADILLOS 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 AQUADILLOS shall immediately become property of the City.

8. **Responsibilities.** The City shall maintain Village Pool and Williams Drive Pool as presented in Exhibit “B” Responsibilities. AQUADILLOS shall share the responsibilities with the City as outlined in Exhibit “B” Responsibilities.
9. **Fees.** Rental rates for the Village Pool will be \$35 per hour and Williams Drive Pool will be \$45 per hour. Recreation Center Indoor Pool lap lanes utilized for practice will be invoiced at \$7 per lane, per hour. Rental rates for swim meets at the Recreation Center Indoor pool will be \$650 per meet. Fees will be collected on the 1<sup>st</sup> of the month prior to that month’s usage. Fees include the cost of Lifeguard coverage which is required at all times in the use of any of the pools.
10. **Emergency Action Plan.** AQUADILLOS shall provide the City with a written Emergency Action Plan to reflect the course of action to be taken in cases of injuries and/or weather related emergencies. The plan should identify those responsible for initiating action and what steps should be taken to summon EMS or dismiss or evacuate participants and spectators if necessary.
11. **Insurance.** AQUADILLOS will provide insurance written by companies licensed to conduct business in the State of Texas. AQUADILLOS 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. AQUADILLOS shall furnish a Certificate of Insurance to the City evidencing compliance with the required insurance requirements at the time AQUADILLOS delivers the executed Use Agreement to the City. AQUADILLOS 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. AQUADILLOS failure to comply with the insurance requirements in a timely manner shall be cause for termination of the Use Agreement.
12. **Indemnity.** The City, its officers, officials and employees, shall not be liable to AQUADILLOS, its directors, officers, officials, employees, members, customers, volunteers, agents or representatives, for any damage caused by negligence of AQUADILLOS, its directors, officers, officials, employees, members, customers, volunteers, agents or representatives. AQUADILLOS 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 arising out of the Use Agreement, AQUADILLOS’s operations or activities, and/or the swim team. AQUADILLOS 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 conducting swim team practice, arising out of the Use Agreement, and/or AQUADILLOS’s operations or activities.

13. **Default.** AQUADILLOS's violation of any provision of this Use Agreement shall constitute a default. AQUADILLOS shall have thirty (30) days from the receipt of a notice of default to cure the default. If AQUADILLOS fails to cure the default the City may immediately terminate this Use Agreement.
14. **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  
113 E. 8<sup>th</sup> Street  
Georgetown, Texas 78626  
Phone: 512.930.3723  
Fax: 512.930.3622  
Email: [david.morgan@georgetown.org](mailto:david.morgan@georgetown.org)

To User:

Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

15. **Access by City.** The City may enter the User Area at any time for any purpose.
16. **Condition of Property.** AQUADILLOS 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, AQUADILLOS will surrender the Use Area in the same condition as when received, normal wear and tear excepted. AQUADILLOS will not cause damage to the Use Area and will not cause or allow hazardous materials or environmental contaminants in the Use Area. If AQUADILLOS leaves any personal property in the Use Area after expiration of a Use Term, the City may, at its sole option: (1) require AQUADILLOS, at AQUADILLOS's expense, to remove the personal property within ten (10) days after written notice to AQUADILLOS; or (2) retain such personal property as forfeited property.
17. **Records.** AQUADILLOS shall provide a complete copy of its Articles of Incorporation, Bylaws and/or other governing documents, and its rules and regulations for the swim program, with the executed Use Agreement. AQUADILLOS 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 AQUADILLOS's records concerning or related to the swim team upon request with reasonable notice. This will include fees related to the number of swimmers registered in the programs operated by AQUADILLOS.

18. **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.
19. **Amendment.** This Use Agreement may not be modified or amended except in writing signed by the City and AQUADILLOS.
20. **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.
21. **Non-Assignment.** AQUADILLOS 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. AQUADILLOS shall not sublease or rent out facilities without prior written consent of the City. This Use Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.
22. **No Third-Party Beneficiaries.** This Use Agreement shall not be construed as affording any rights or benefits to anyone other than the City and AQUADILLOS.

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

**Aquadillos**

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

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

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

STATE OF TEXAS                      §  
COUNTY OF \_\_\_\_\_ §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, a person known to me in his capacity as  
\_\_\_\_\_ of the Georgetown Youth Girls Softball Association, on  
behalf of the Georgetown Youth Girls Softball Association.

\_\_\_\_\_  
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

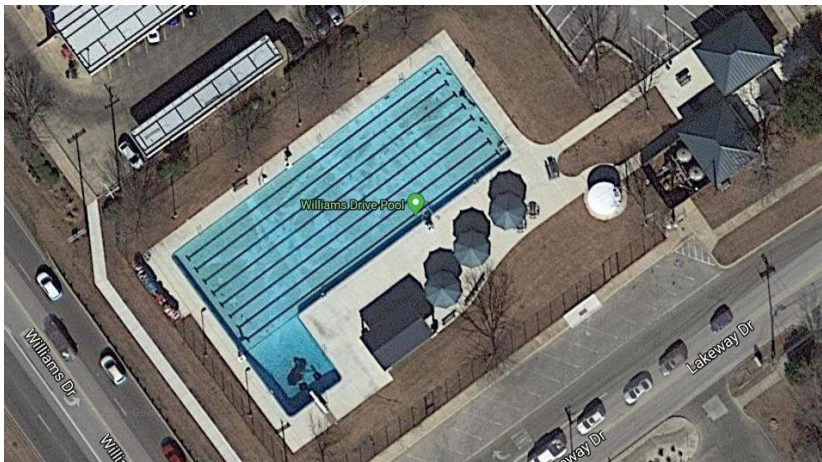
\_\_\_\_\_  
Skye Mason, City Attorney

## EXHIBIT “A”

Village Pool Facility



Williams Drive Pool



Recreation Center Indoor Pool



## EXHIBIT “B” Responsibilities

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

### Responsibilities:

TASK	AQUADILLOS	PARD	COMMENT
Trash and Litter Pick-Up	X	X	Daily
Chemical Checks		X	
Backwashing		X	
Brushing Pool Walls/Bottom		X	
Empty Skimmer Baskets		X	
Clean and organize storage areas	X		
Insert and Remove Auto Vac/Aerator at Williams Drive	X	X	
Insert and Remove Pool Cover Village	X	X	
Place Trash Cans on Curb for Pick-Up		X	
Plumbing Repair		X	
Parking Lot Maintenance		X	
Winterize facility		X	
Stock Janitorial Supplies		X	
Building Light Bulbs Replacement		X	PARD exterior only
Clean Restrooms	X	X	Prior to leaving complex- DAILY
Pest Control (Building)		X	PARD exterior only
Electrical		X	
Time Clocks	X		
Facility Signs		X	
Install and Remove Backstroke Flags at Williams Drive Daily	X		
Lifeguards		X	

## 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  
September 10, 2020

**SUBJECT:**

Consideration and possible action to recommend the approval of a Facility Use Agreement with Texas Gold – Kimberly Garrett, Parks and Recreation Director and Robert Gaylor, Parks and Recreation Superintendent

**ITEM SUMMARY:**

Texas Gold is a youth swim team that utilizes the Village Pool, Williams Drive Pool, and the Recreation Center indoor pool to conduct their swim meets and practices. The City Charter requires 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 October 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.

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Robert Gaylor, Recreation Superintendent, Eric Nuner Parks and Recreation Assistant Director

**ATTACHMENTS:**

Description	Type
□ Facility Use Agreement - Texas Gold	Backup Material

STATE OF TEXAS                         §  
COUNTY OF WILLIAMSON         §

## 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 TEXAS GOLD, a non-profit entity, herein called (“TEXAS GOLD”). 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 Williams Drive Pool, Village Pool and the Recreation Center Indoor Pool as shown in Exhibit “A” (the “Use Area”).
2. **Use Term.** The initial term of this Use Agreement shall be for one year, beginning on **October 1, 2020** and ending on **September 30, 2021** (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.** TEXAS GOLD will utilize the Use Area to hold recreational swim team practices and swim meets. No other designated activity of the Use Area shall be permitted without expressed written permission of the City. The City shall maintain rights of approval of activities allowed in the Use Area at all times. TEXAS GOLD occupation and utilization of the Use Area is nonexclusive.
4. **Prohibited Use.** TEXAS GOLD 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.** TEXAS GOLD will operate their swim program without discriminating against any person or class of persons
6. **Meeting Space.** The City shall provide, at no cost, a meeting space for a maximum of four meetings in a calendar year. Dates and meeting space will be determined at a later time.
7. **Improvements.** If TEXAS GOLD desires improvements for the Use Area, TEXAS GOLD 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. TEXAS GOLD will not be allowed to pursue the improvements on their own. Additionally, TEXAS GOLD 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 TEXAS GOLD shall immediately become property of the City.

8. **Responsibilities.** The City shall maintain Village Pool and Williams Drive Pool as presented in Exhibit “B” Responsibilities. TEXAS GOLD shall share the responsibilities with the City as outlined in Exhibit “B” Responsibilities.
9. **Fees.** Rental rates for the Village Pool will be \$35 per hour and Williams Drive Pool will be \$45 per hour. Recreation Center Indoor Pool lap lanes utilized for practice will be invoiced at \$7 per lane, per hour. Rental rates for swim meets at the Recreation Center Indoor pool will be \$650 per meet. Fees will be collected on the 1<sup>st</sup> of the month prior to that month’s usage. Fees include the cost of Lifeguard coverage which is required at all times in the use of any of the pools.
10. **Emergency Action Plan.** TEXAS GOLD shall provide the City with a written Emergency Action Plan to reflect the course of action to be taken in cases of injuries and/or weather related emergencies. The plan should identify those responsible for initiating action and what steps should be taken to summon EMS or dismiss or evacuate participants and spectators if necessary.
11. **Insurance.** TEXAS GOLD will provide insurance written by companies licensed to conduct business in the State of Texas. TEXAS GOLD 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. TEXAS GOLD shall furnish a Certificate of Insurance to the City evidencing compliance with the required insurance requirements at the time TEXAS GOLD delivers the executed Use Agreement to the City. TEXAS GOLD 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. TEXAS GOLD failure to comply with the insurance requirements in a timely manner shall be cause for termination of the Use Agreement.
12. **Indemnity.** The City, its officers, officials and employees, shall not be liable to TEXAS GOLD, its directors, officers, officials, employees, members, customers, volunteers, agents or representatives, for any damage caused by negligence of TEXAS GOLD, its directors, officers, officials, employees, members, customers, volunteers, agents or representatives. TEXAS GOLD 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 arising out of the Use Agreement, TEXAS GOLD’s operations or activities, and/or the swim team. TEXAS GOLD 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 conducting swim team practice, arising out of the Use Agreement, and/or TEXAS GOLD’s operations or activities.

13. **Default.** TEXAS GOLD's violation of any provision of this Use Agreement shall constitute a default. TEXAS GOLD shall have thirty (30) days from the receipt of a notice of default to cure the default. If TEXAS GOLD fails to cure the default the City may immediately terminate this Use Agreement.
14. **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  
113 E. 8<sup>th</sup> Street  
Georgetown, Texas 78626  
Phone: 512.930.3723  
Fax: 512.930.3622  
Email: [david.morgan@georgetown.org](mailto:david.morgan@georgetown.org)

To User:

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

15. **Access by City.** The City may enter the User Area at any time for any purpose.
16. **Condition of Property.** TEXAS GOLD 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, TEXAS GOLD will surrender the Use Area in the same condition as when received, normal wear and tear excepted. TEXAS GOLD will not cause damage to the Use Area and will not cause or allow hazardous materials or environmental contaminants in the Use Area. If TEXAS GOLD leaves any personal property in the Use Area after expiration of a Use Term, the City may, at its sole option: (1) require TEXAS GOLD, at TEXAS GOLD's expense, to remove the personal property within ten (10) days after written notice to TEXAS GOLD; or (2) retain such personal property as forfeited property.
17. **Records.** TEXAS GOLD shall provide a complete copy of its Articles of Incorporation, Bylaws and/or other governing documents, and its rules and regulations for the swim program, with the executed Use Agreement. TEXAS GOLD 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 TEXAS GOLD's records concerning or related to the swim team upon request with reasonable notice. This will include fees related to the number of swimmers registered in the programs operated by TEXAS GOLD.

18. **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.
19. **Amendment.** This Use Agreement may not be modified or amended except in writing signed by the City and TEXAS GOLD.
20. **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.
21. **Non-Assignment.** TEXAS GOLD 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. TEXAS GOLD shall not sublease or rent out facilities without prior written consent of the City. This Use Agreement shall bind the parties, and their respective legal representative, successors, and permitted assigns.
22. **No Third-Party Beneficiaries.** This Use Agreement shall not be construed as affording any rights or benefits to anyone other than the City and TEXAS GOLD.

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

**Texas Gold**

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

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

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

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

**ACKNOWLEDGMENT**

This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_, a person known to me in his capacity as  
\_\_\_\_\_ of the Georgetown Youth Girls Softball Association, on  
behalf of the Georgetown Youth Girls Softball Association.

\_\_\_\_\_  
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

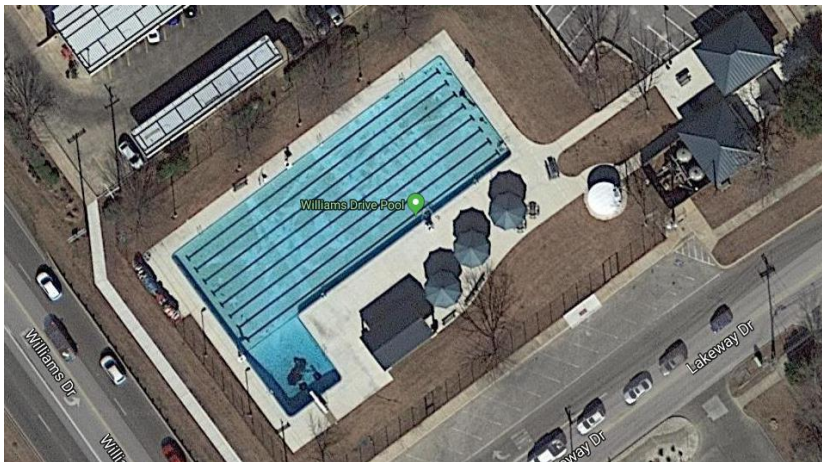
\_\_\_\_\_  
Skye Mason, City Attorney

## EXHIBIT “A”

Village Pool Facility



Williams Drive Pool



Recreation Center Indoor Pool



## EXHIBIT “B” Responsibilities

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

### Responsibilities:

TASK	TEXAS GOLD	PARD	COMMENT
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Chemical Checks		X	
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Empty Skimmer Baskets		X	
Clean and organize storage areas	X		
Insert and Remove Auto Vac/Aerator at Williams Drive	X	X	
Insert and Remove Pool Cover Village	X	X	
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Plumbing Repair		X	
Parking Lot Maintenance		X	
Winterize facility		X	
Stock Janitorial Supplies		X	
Building Light Bulbs Replacement		X	PARD exterior only
Clean Restrooms	X	X	Prior to leaving complex- DAILY
Pest Control (Building)		X	PARD exterior only
Electrical		X	
Time Clocks	X		
Facility Signs		X	
Install and Remove Backstroke Flags at Williams Drive Daily	X		
Lifeguards		X	



## 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  
September 10, 2020

**SUBJECT:**

Consideration and possible action to approve minutes from the August 13, 2020 meeting - Jill Kellum, Administrative Supervisor

**ITEM SUMMARY:**

**FINANCIAL IMPACT:**

N/A

**SUBMITTED BY:**

Jill Kellum, Administrative Supervisor

**ATTACHMENTS:**

Description		Type
□	Minutes	Backup Material

**Minutes of the Meeting of the  
Parks and Recreation Advisory Board  
City of Georgetown, Texas  
August 13, 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 - Danelle Houck, Parks and Recreation Advisory Board Chair**

The meeting was called to order by Danelle Houck at 6:02 pm.

**B Roll Call - Danelle Houck, Parks and Recreation Advisory Board Chair**

Members present: Danelle Houck, Katherine Kainer, Jolene Melacon, Wayne Beyer, Larry Gambone, Chad Holz, Jack Flatau

Staff present: Kimberly Garrett, Jill Kellum

**C Discussion on how this virtual conference will be conducted, to include options for public comments and how the public may address the Commission – Kimberly Garrett, Parks and Recreation Director**

Kimberly Garrett explained how the ZOOM meeting would be conducted.

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

Eric Nuner reviewed the project update that was provided to the board ahead of time. Bid documents have been sent to Purchasing and Legal for review for the ADA project. Golden Bear Park is scheduled to be complete in September. Grace Heritage Plaza is waiting landscape and lighting. The Village PID Park Renovation is underway and expected to be complete in October.

**E Update from the Friends of Georgetown Parks and Recreation - Danelle Houck, Parks and Recreation Advisory Board Chair**

Danelle Houck stated the Friends of Georgetown Parks and Recreation held a meeting virtually on 8/3/2020. They have canceled their September membership meeting and canceled the Daddy Daughter Dance. Next year they are planning a Family Costume Ball near Halloween. They are not seeing a lot of requests for assistance and the athletic department of the Parks and Recreation Department reached out to the Friends to promote the group on their flyers. As a result of that Texas Traditions Roofing has donated as well as other groups.

**F Update on proposed Parks and Recreation FY2021 Budget -- Kimberly Garrett**

Kimberly Garrett stated the proposed FY2021 CIP includes all the projects that were included in the FY2020 CIP but delayed due to funding except the design of San Gabriel Park Phase III. The design of this project has been pushed to FY2022 and construction to FY2023.

FY2021 CIP Projects include:

Neighborhood Park Development (Heritage Gardens), Parks Master Plan, Regional Trail through Wolf Crossing Property, Tennis Center Pool Demo and Continuation of the Parks ADA Transition Plan.

Due to reduced revenues in Parks and Recreation, over \$400,000 in reductions to the base budget had to be done. Vacant positions were either put on hold until mid-year or the entire year this includes a PT position at Garey Park and the Recreation Center - hold until March 2021, a FT position in Parks Maintenance - hold until March 2021 and a FT position for the Challenge Course - hold all year.

Service level reductions for FY 2021 include River Ridge Pool (closed for open swim), Kid City Day Camp – cancelled, Aerobics - Reduce Group Fitness classes included with membership, go to fee based, Babysitter Expense- reduce operating hours, Outdoor/Challenge Course programming reduced, Swim Lessons - reduced offerings, Instructional classes - reduced offerings, Tennis Tournaments – cancelled, and Garey Park programming - reduced offerings. There were reductions to travel, training and food accounts.

Chad Holz stated he wanted to commend Kimberly Garrett and the department. He stated they have done a phenomenal job through all the challenges. He asked what brings in revenue for the department. Kimberly Garrett stated the programs that bring in money are camps, youth athletic programs and instructional programs. Instructional programs usually make money but if we cannot host the program, we cannot bring in the revenue. Subsidized programming would be swimming, and anything related to pools and Kid City camp. Kimberly Garrett stated it is a slow start with the limitations. The rental of the facilities brings in money. Eric Nuner stated staff will be working on the masterplan and a primary piece to that is the cost-recovery model which will help answer the questions of which programs have a high cost-recovery and which are high-subsidized.

### **Legislative Regular Agenda**

#### **G      Consideration and possible recommendation on the parkland dedication proposal for the Patterson Ranch Subdivision. -- Kimberly Garrett**

Kimberly Garrett showed where the development was in the southeast portion of Georgetown, which is shown in the attachments of the meeting.

The Patterson Ranch Subdivision is requesting credit for a private park to be built by the developer and maintained by the HOA. Up to 50% credit towards the parkland dedication fee and the park development may be granted for a private park and amenities. Their site has many challenges including a power line easement and floodplain. After much discussion with the developer, staff proposed they consider the private park option to give them some flexibility on their design. In this instance, the developer would be required to have at least a 2-acre park and have a minimum of 5 park improvement facilities. They are proposing a 2.13-acre neighborhood park and over 10 additional acres of private open space. With 400 units, their traditional parkland requirement is 5 acres.

Within the park and open space, amenities proposed must be non-exclusive and include:

- Playground
- Pavilion
- Picnic areas
- Multi-use open space
- Trails

Private park credit may be granted by the Parks and Recreation Director after a recommendation from the Parks Board. Staff supports this proposal and believes 50% credit should be allowed due to the

amount of private parkland proposed and the value of amenities to be installed. Staff also agrees that this scenario is a win-win for both the City and Developer. The residents of the neighborhood get a nice park with amenities which are non-exclusive and maintained by the HOA and the City receives funds to purchase land and/or develop another park in the development zone.

#### Fee Summary

Parkland Fee in lieu (400 * \$650):	\$260,000
Park Development fee (400 * \$1,000):	<u>\$400,000</u>
	\$660,000

50% Credit for Private Park	\$330,000
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Ben Debellis, landscape architect for the development, stated the project is 106 acres and 400 units. They want to create a feature central to most of the lots where people have access to the trail and green belt but also have a dedicated park area. It is 2.13 acres of dedicated improved parkland; playground, pavilion, making new space and trail and this would be the central hub for the trail system throughout the project.

Kimberly Garrett stated the estimate that was provided on the cost of the amenities is definitely 50% of the cost to develop the park. She said there is close to 20 acres of park and open space and she stated the minimum the city wants is 2 acres, ideally would want 3 acres. She stated they can do so much under the powerlines where the city cannot. For them to maximize the number of lots, they can utilize that space. Kimberly Garrett stated she has the authority to make the determination on accepting up to 50% credit with the recommendation from the Parks and Recreation Advisory Board. This is the first project that has come to the board with the new adoption of the parkland dedication.

Chad Holz asked what the board's authority is since he is new to the board. He asked if the board is providing any feedback to the layout of the park; this is just for the board to approve the 50% credit. Kimberly Garrett stated that is correct. Also, they have met with staff and it meets the criteria as laid out in the parks and recreation masterplan. She stated staff does not want to hamstring the development as they know what their development is and how they are going to market their development. She stated this is very conceptual and they will have to submit their plans to the city for approval. This is the general concept plan of the project. Chad Holz asked what the other side would be if the 50% credit is not accepted. He asked if the Parks and Recreation Department would have to submit it in the CIP budget and try to receive funding to do the park improvements. Kimberly Garrett stated staff would have to look something that meets criteria for the park and maintain it. The developer would dedicate land and then pay a fee for each unit then the city would have to take the money and build what they could and maintain the park in perpetuity. The other option is they dedicate the land, they build the improvements and the city maintains. The 3<sup>rd</sup> option they designate private parkland, build the amenities and it is open to everyone.

**Motion made by Chad Holz, second by Danelle Houck to recommend the parkland dedication proposal for the Patterson Ranch Subdivision with up to 50% credit for parkland dedication fee and parkland development fee.**

**Approved 7 – 0**

**H        Consideration and possible action to approve minutes from the June 17, 2020 meeting - Jill Kellum, Administrative Supervisor**

**Motion made by Katherine Kainer, second by Chad Holz to approve minutes from the June 17, 2020 meeting.**

**Approved 7 – 0**

**Adjournment**

**Adjourn - Danelle Houck, Parks and Recreation Advisory Board Chair**

**Motion made by Katherine Kainer, second by Larry Gambone to adjourn the meeting.**

**Approved 7 – 0**

**The meeting adjourned at 6:46 pm.**

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**Danelle Houck, Board Chair**

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**Katherine Kainer, Secretary**

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**Jill Kellum, Board Liaison**

**These minutes were approved at the virtual meeting of September 10, 2020.**