

**Notice of Meeting for the
Parks and Recreation Advisory Board
of the City of Georgetown
January 14, 2021 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

Dial by your location - TOLL FREE NUMBERS MAY NOT WORK; YOU MAY HAVE TO USE ALTERNATE NUMBERS:+1 346 248 7799 US

(Houston), +1 669 900 6833 US (San Jose), +1 312 626 6799 US (Chicago), +1 929 205 6099 US (New York) 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

Citizen comments are accepted in three different formats:

- 1. Submit written comments to jill.kellum@georgetown.org and 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

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

Legislative Regular Agenda

- E Consideration and possible action to recommend approval of a parkland maintenance agreement with Lakeside at Lake Georgetown Community Association- Kimberly Garrett, Parks and Recreation Director
- F Consideration and possible action to approve the parkland dedication proposal for the Bluffview Subdivision - Kimberly Garrett, Parks and Recreation Director
- G Consideration and possible action to recommend approval of the parkland dedication proposal at the Parks at Westhaven. - Kimberly Garrett, Parks and Recreation Director
- H Discussion and possible action on selecting date for a possible special meeting. -- Kimberly Garrett, Parks and Recreation Director
- I Consideration and possible action to approve minutes from the September 10, 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 _____, 2021, at _____, and remained so posted for at least 72 continuous hours preceding the scheduled time of said meeting.

City of Georgetown, Texas
Parks and Rec Advisory Board
January 14, 2021

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 –January 21

ADA Trail Reconstruction – Final bid documents are being completed. The project will be bid by the end of January and presented to the Board prior to going to City Council for approval in February.

Golden Bear Park –Construction was completed in October. Parks staff is in process of bidding out concrete work to be placed for installation of fitness equipment. The project is scheduled to be completed by the end of the month.



Grace Heritage Plaza – Grace Heritage Plaza is substantially complete with a couple of punch list items pending.



Village PID Park Renovation – The Village PID project is substantially complete. The contractor is working on punch list items prior to project close out.



Madrone Park Playscape and berms



Rowan Park seating area and berms

Tennis Center Pool Demo – Pool demolition is complete.



Wolf Crossing Trail – Design process is underway. 60% drawings have been submitted for review.

Heritage Gardens (Community Garden) – A task order for design has been issued to KPA Engineering. Design is scheduled to be completed in January of 2021. The improvements will include a fenced community garden including raised, in ground, and ADA accessible plots. Other improvements include a restroom, pavilion, bee keeping area, and improved parking.

Parks, Recreation and Open Space Master Update – We received eight bidders for the master plan RFP. These bidders were reviewed and scored by a selection committee. The top three firms will be interviewed later this month to determine staff's recommendation. Staff anticipated presenting the recommended firm to Parks Board and City Council in February.

City of Georgetown, Texas
Parks and Rec Advisory Board
January 14, 2021

SUBJECT:

Consideration and possible action to recommend approval of a parkland maintenance agreement with Lakeside at Lake Georgetown Community Association- Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:

Lakeside at Lake Georgetown has improved the 2.28 acre City park in Phase 2 of their subdivision. This park is open to the public. Amenities include a trail, pet waste stations, walkways, landscaping vegetation, and irrigation improvements. This park does provide the residents access to the trails and parks at Lake Georgetown.

This parkland maintenance agreement will allow the Lakeside at Lake Georgetown Master Community Association to provide general routine landscape and irrigation maintenance, including regular mowing, edging, trimming of shrubs, weed/ant control, and trail maintenance.

STAFF RECOMMENDATION:

Staff is supportive of this agreement as it allows the park's operations and maintenance to be maintained by the Lakeside at Lake Georgetown Master Community, thus saving the City money. The City currently has a parkland maintenance agreement with the Lakeside at Lake Georgetown Master Community for the public park in phase 1, this will be an additional agreement for the second park.

This agreement will be forwarded to the City Council for their approval following the recommendation from the Parks and Recreation Advisory Board.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Kimberly Garrett, Parks and Recreation Director

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Parkland Maintenance Agreement	Backup Material
<input type="checkbox"/>	Location Map	Backup Material

**PUBLIC PARKLAND MAINTENANCE AGREEMENT
(LAKESIDE AT LAKE GEORGETOWN – PHASE2PARKLAND)**

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Public Parkland Maintenance License Agreement (this "Agreement") is made effective as of this _____ day of _____, 20__ (the "Effective Date") by and between the CITY OF GEORGETOWN, TEXAS, a home-rule city located in Williamson County, Texas (the "City"), and Lakeside at Lake Georgetown Master Community, Inc., a Texas non-profit corporation (the "Association"), (collectively, the "Parties"), and is as follows:

RECITALS:

WHEREAS, Lakeside at Lake Georgetown is a subdivision development located within the corporate limits of the City consisting of residential lots and associated improvements;

WHEREAS, the Association was created to administer the affairs of Lakeside at Lake Georgetown pursuant to the terms of the Master Covenant for Lakeside at Lake Georgetown (the "Restrictions") dated effective December 30, 2015, and recorded under Document No. 2016001475 of the Official Public Records of Williamson County, Texas, and has the authority to levy assessments against the lots within Lakeside at Lake Georgetown to provide a permanent source of funding for the Association to pay for mowing and maintenance of landscaping and general maintenance within the parks dedicated to the City;

WHEREAS, since the date of the recordation of the Restrictions, the Lakeside at Lake Georgetown Phase 2 Park (the "Public Parkland") has been dedicated to the City, in trust for the public, within those portions of Lakeside at Lake Georgetown that are included within the subdivision plats that have been, and will be, approved by the City in accordance with Texas Local Government Code Section 212.005, as more particularly described on Exhibit A ("Description of Dedicated Public Parks");

WHEREAS, the Association has installed certain park improvements (the "Parkland Improvements"), including a trail, pet waste stations, walkways, landscaping vegetation, and related irrigation improvements, approved by the City on Public Parkland for the beautification of Lakeside at Lake Georgetown;

WHEREAS, the Association is authorized to maintain and irrigate all Parkland Improvements;

WHEREAS, the Association acknowledges and agrees that the City has exclusive jurisdiction and control of the Public Parkland;

NOW, THEREFORE, in consideration of the premises, in furtherance of the mutual

benefits to be derived by the general public and the residents and members of the Association, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Association agree as follows:

1. RECITALS ADOPTED

1.1 The recitals set out above in this instrument are hereby adopted in whole as though each were set out herein.

2. PUBLIC PARKLAND

2.1 Maintenance by Association. The City authorizes the Association, at the sole cost and expense of the Association, to provide all maintenance for the Parkland Improvements, as constructed, including, but not limited to, regular mowing; edging, trimming of shrubs, and weed/ant control. The Association shall be solely responsible for such maintenance. If damages to the public infrastructure occur as a result of poorly maintained irrigation systems, the Association shall make payment to the City for full reimbursement of all reasonable costs the City incurs repairing such damages to the public infrastructure. Between the dates December 1st and February 28th of the following year and any time there is a possibility of freezing temperatures, the Association shall turn off the irrigation systems' timers and shall only operate the irrigation system manually in order to prevent the icing of roadways and sidewalks.

3. CITY RIGHTS TO PUBLIC PARKLAND

3.1 This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, or franchised public utilities, beneath or above the surface of the Public Parkland.

3.2 The City shall be responsible for paying for all utilities on the Public Parkland including water and electric.

3.3 Nothing in this Agreement shall be construed to limit in any way the power of the City to alter or improve the Public Parkland pursuant to official action by the City or its successors. The City shall endeavor to provide the Association with notice of proposed improvements, but shall be under no obligation to do so prior to commencement of work on such improvements.

4. INSURANCE

4.1 Prior to the commencement of any work under this Agreement, the Association shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's City Manager, which shall be clearly labeled with the legal name of the Lakeside at Lake Georgetown Public Parks project in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum

of Insurance or Binders as proof of insurance. The Certificate(s) or form must have the agent's signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to perform under this Agreement until such Certificate and endorsements have been received and approved by the City's City Manager. No officer or employee, other than the City's City Manager, shall have authority to waive this requirement.

4.2 Notwithstanding the provisions of Section 4.3 below, the City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's City Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the City allow modification at the request of the Association whereupon the City may incur increased risk.

4.3 The Association's financial integrity is of interest to the City; therefore, subject to the Association's right to maintain reasonable deductibles in such amounts as are approved by the City, the Association shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Association's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 / \$1,000,000 / \$1,000,000
3. Commercial General Liability Insurance to include coverage for the following:	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
a. Premises operations	
*b. Independent Contractors	
c. Products/completed operations	
d. Personal Injury	
e. Contractual Liability	
*f. Environmental Impairment/Impact	
- sufficiently broad to cover disposal liability	
*g. Broad form property damage, to include fire legal liability	
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
a. Owned/leased vehicle	
b. Non-owned vehicle	
c. Hired Vehicles	

*May be waived by City Manager if not applicable to activities performed by Association

4.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies) as may be required to comply with the terms of this Agreement. The Association shall be required to comply with any such requests and shall submit a copy of the replacement Certificate of insurance to the City at the address provided below within 30 days of the requested change. The Association shall pay any costs incurred resulting from said changes.

City of Georgetown
Attn. City Manager
P.O. Box 409
Georgetown, TX 78627

4.5 The Association agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured's by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City when the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

4.6 The Association agrees to give the City written notice of any suspension, cancellation, non-renewal or material change in coverage of any of the insurance policies required to be obtained and maintained by the Association under the terms of this Agreement. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, the Association shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Association's authorization and liability under this Agreement should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

4.7 Nothing herein contained shall be construed as limiting in any way the extent to which the Association may be held responsible for payments of damages to persons or property resulting from the Association's performance of the work covered under this Agreement.

4.8 It is agreed that the Association's insurance shall be deemed primary and non-

contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.

4.9 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

5. INDEMNIFICATION

5.1 THE ASSOCIATION INDEMNIFIES THE CITY ONLY FOR CLAIMS ATTRIBUTED TO THE ASSOCIATION AND THE ASSOCIATION ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF THE MAINTENANCE SERVICES DESCRIBED IN PARAGRAPH 2.1 BY THE ASSOCIATION, ITS AGENTS AND EMPLOYEES, AND ITS SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES.

6. TERMINATION

6.1 Termination by the Association. This Agreement may be terminated by the Association no sooner than one (1) year after the effective date of this Agreement by delivering written notice of termination to the City not later than 30 days before the effective date of termination.

6.2 Termination by the City. This Agreement may be revoked at any time by the City, if such revocation is reasonably required by the public interest, after providing at least 30 days written notice to the Association. Circumstances under which the City may revoke this Agreement, pursuant to this subsection include, but are not limited to, the following:

- (a) The Parkland Improvements installed by the Association within the Public Parkland, or a portion of them, interfere with the City's use of Public Parkland;
- (b) Use of the Public Parkland becomes necessary for a public purpose, in which event the City may remove certain Parkland Improvements installed by the Association within a portion of the Public Parkland without terminating this Agreement as to the remainder of the Public Parkland pursuant to Section 3.4 herein;
- (c) Despite 30 days written notice, the Association fails to maintain or make necessary alterations to prevent deterioration of the aesthetic integrity of the Parkland Improvements; or
- (d) The Association fails to comply with the terms and conditions of this Agreement, including but not limited to, the insurance requirements specified herein.

6.3 In the event that this Agreement is terminated by either party, the City shall assume all rights, title, and ownership to the Parkland Improvements unless the City gives the Association written notice within 30 days after termination to remove such Parkland improvements.

6.4 Once this Agreement has been terminated by either party, the City will perform maintenance on the Public Parkland consistent with the level of maintenance of other City parkland.

7. ASSIGNMENT

7.1 The Association shall not assign, sublet, or transfer its interest in this Agreement without prior written consent of the City, which may be withheld for any reason. If such consent is granted, it shall then be the duty of the Association, its successors and assigns, to give prompt written notice to the City of any assignment or transfer of any of the Association's rights in this Agreement.

8. MISCELLANEOUS PROVISIONS

8.1 Laws Observance. The Association shall not do, nor suffer to be done, anything on the Public Parkland during the term of this Agreement in violation of the laws of the United States, the State of Texas, or any of the ordinances of the City.

8.2 No Waiver. No waiver by the City of any default or breach of any covenant, condition, or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation hereof.

8.3 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.4 Notice. Any notices required or appropriate under this Agreement shall be given in writing to the Association at the address shown below, and to the City at City of Georgetown, Attn. City Manager, P.O. Box 409, Georgetown, TX 78627.

8.5 Headings. The paragraph headings contained herein are for convenience of reference and are not intended to define, extend, or limit any provisions of this Agreement.

8.6 Jurisdiction and Venue. This Agreement will be interpreted according to the Constitution and laws of the State of Texas. Venue of any court action brought directly or indirectly by reason of this Agreement shall be in Williamson County, Texas. This Agreement is made and is to be performed in Williamson County, Texas, and is governed by the laws of the State of Texas.

8.7 Authorization. The signers of this Agreement each hereby represents that he or she has full authority to execute this Agreement on behalf of the party for which he or she is acting.

8.8 Entire Agreement. This Agreement and addenda contain the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon, and supersedes all other agreements, oral or otherwise, regarding the maintenance of the Public Parkland, none of which shall hereafter be deemed to exist or to bind the Parties hereto; it being the intent of the Parties that neither shall be bound by any term, condition, or representation not herein written.

EXECUTED effective as of the date of final signature below.

THE ASSOCIATION:

Lakeside at Lake Georgetown Master Community,
Inc. a Texas non-profit corporation

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this ____ day of _____,
20__ by _____, _____ of
Lakeside at Lake Georgetown Master Community, Inc., a Texas non-profit corporation on
behalf of said company.

My Commission Expires:

NOTARY PUBLIC, STATE OF TEXAS

THE CITY OF GEORGETOWN:

City of Georgetown, Texas, a home-rule city

By: _____

Josh Schroeder, Mayor

ATTEST:

By: _____

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

By: _____

Skye Masson, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me this ____ day of _____,
20__ by Josh Schroeder, Mayor of the City of Georgetown, Texas, a home-rule city, on
behalf of the City.

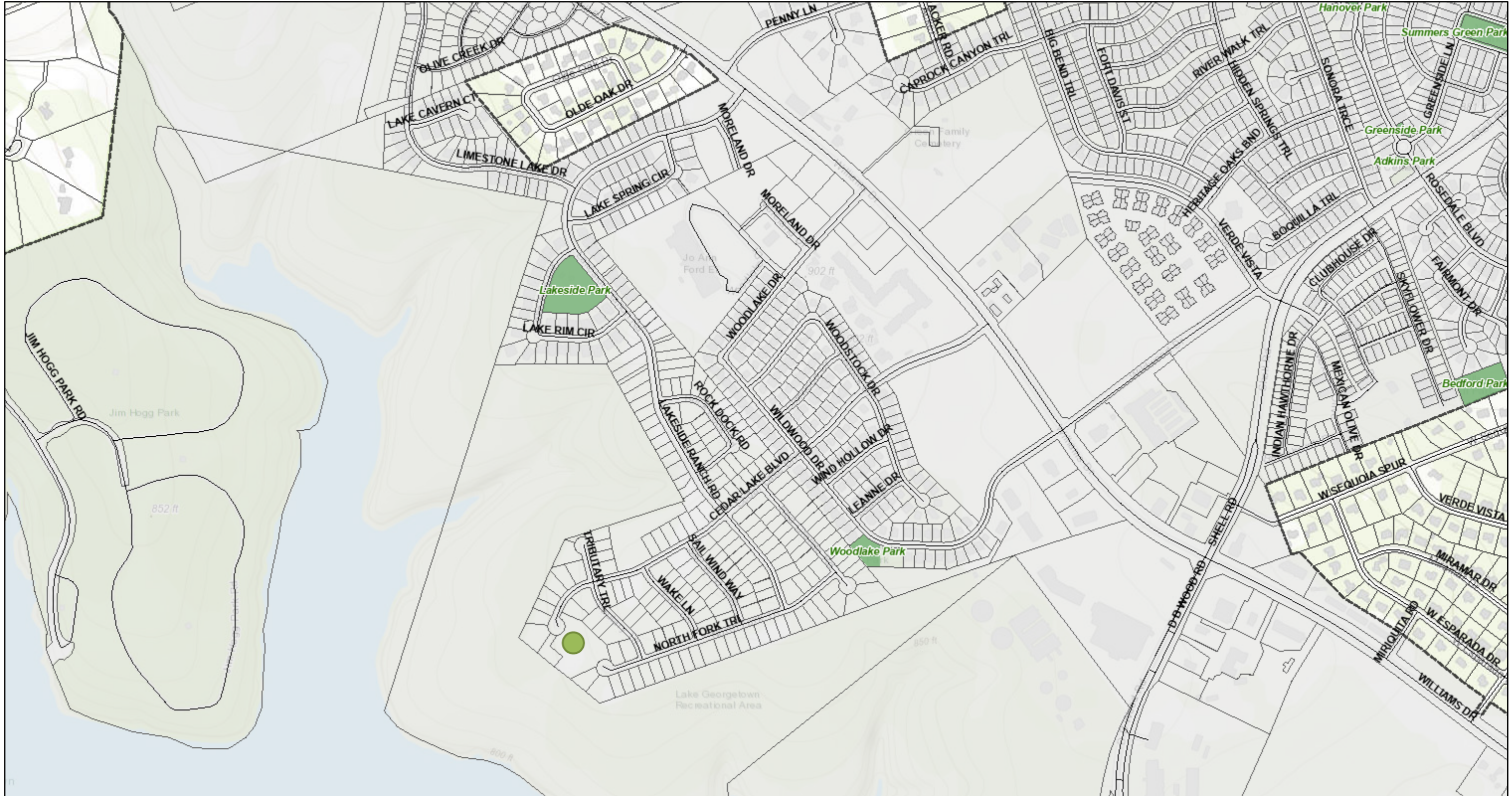
My Commission Expires:

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT A
DESCRIPTION OF DEDICATED PUBLIC PARKS

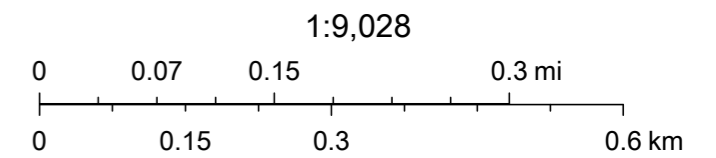
Lakeside Phase 2 (Document # 2018051327), Block "B", Lot 76

Lakeside Park Phase 2



1/8/2021, 12:56:58 PM

- Parks
- Georgetown ETJ
- Georgetown City Limits-Zoomed Out
- Streets
- OPEN
- Parcels



County of Williamson, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

City of Georgetown, Texas
Parks and Rec Advisory Board
January 14, 2021

SUBJECT:

Consideration and possible action to approve the parkland dedication proposal for the Bluffview Subdivision - Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:

The Bluffview Subdivision is a 68 acre site generally located at the northeast corner of Leander Road and the SW Bypass. The northern side of the property is along the South San Gabriel River. The development is planned to have multiple housing types including single family and multi family.

The developer has approached the City requesting a Public Improvement District (PID) to fund improvements to meet community needs and support public infrastructure associated with an enhanced development. In addition to using PID funding to finance the project's standard public utility and roadway infrastructure, PID funding would be used to construct the most desirable enhanced features in the proposed development – a public trail connection from the subdivision to the future extension of the San Gabriel Regional Trail and to nearby Lyndoch Park (situated east of the proposed Bluffview Subdivision), and connections from internal trails within the developed part of the Bluffview Subdivision to the adjacent River Ridge Subdivision.

Staff has been working very closely with the developer to plan for enhanced park features. In addition to the trail connection, the developer will also provide trail head parking for trail visitors. In considering approval for a PID, the developer must exceed the UDC Standards and provide a community benefit. For parks, this would be providing a greater amount of parkland than is required and a greater dollar amount of improvements than required. Bluffview meets this criteria as well as providing the community benefit with the trail access.

On December 8th, City Council reviewed the proposal and has given staff the approval to move forward with establishing the PID based on the information presented. Multiple agreements will be in place that will provide exact details of the improvements and the timing of construction. Bluffview is also planning to be developed under a Planned Unit Development (PUD) which provides for a cohesive development and capitalizes on the existing natural resources. Staff is supportive of this park proposal because it will provide much needed trail access in this area to the future regional trail along the South San Gabriel River.

FINANCIAL IMPACT:

N/A

SUBMITTED BY:

Kimberly Garrett, Parks and Recreation Director

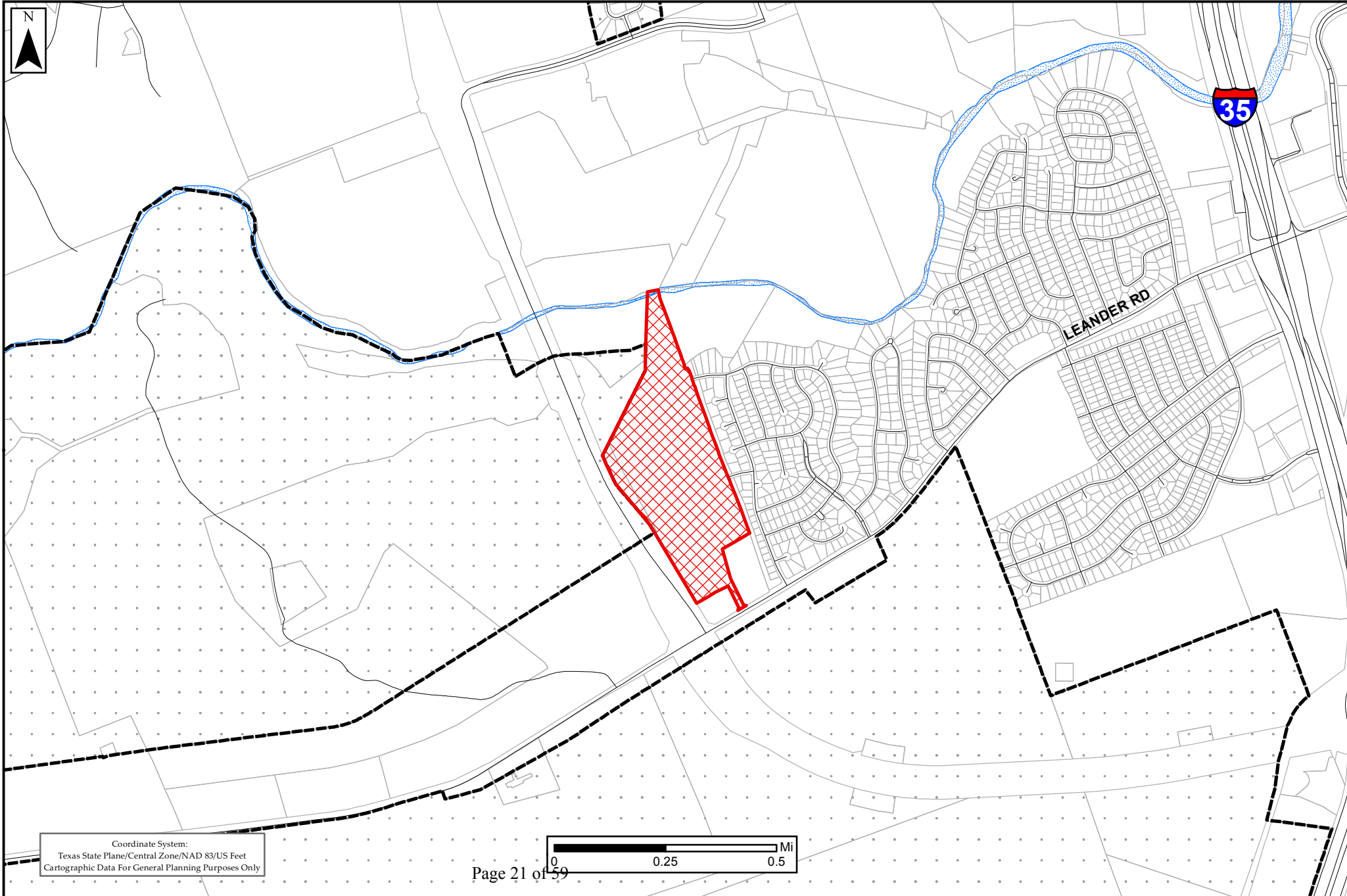
ATTACHMENTS:

Description	Type
□ Location Map	Backup Material
□ Bluffview Notes	Backup Material



Location Map 2019-4-PUD Exhibit #1

- Legend
-  Site
 -  Parcels
 -  City Limits
 -  Georgetown ETJ



Bluffview

Meet or Exceed the UDC & Enhanced Parks

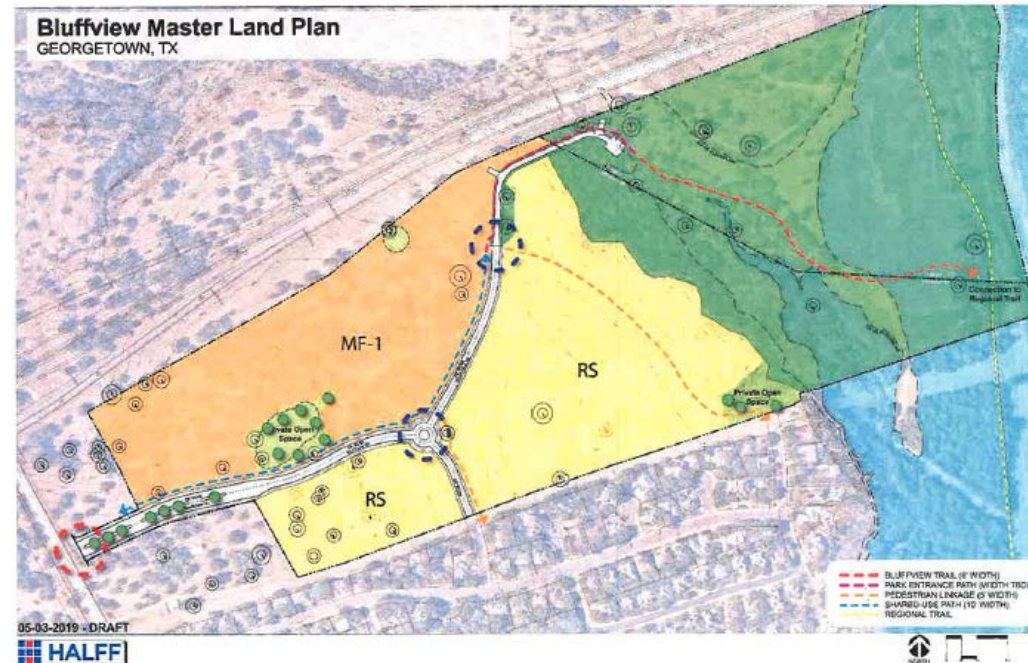
PID Policy Compliance Evaluation – Development Criteria

Development Thresholds:

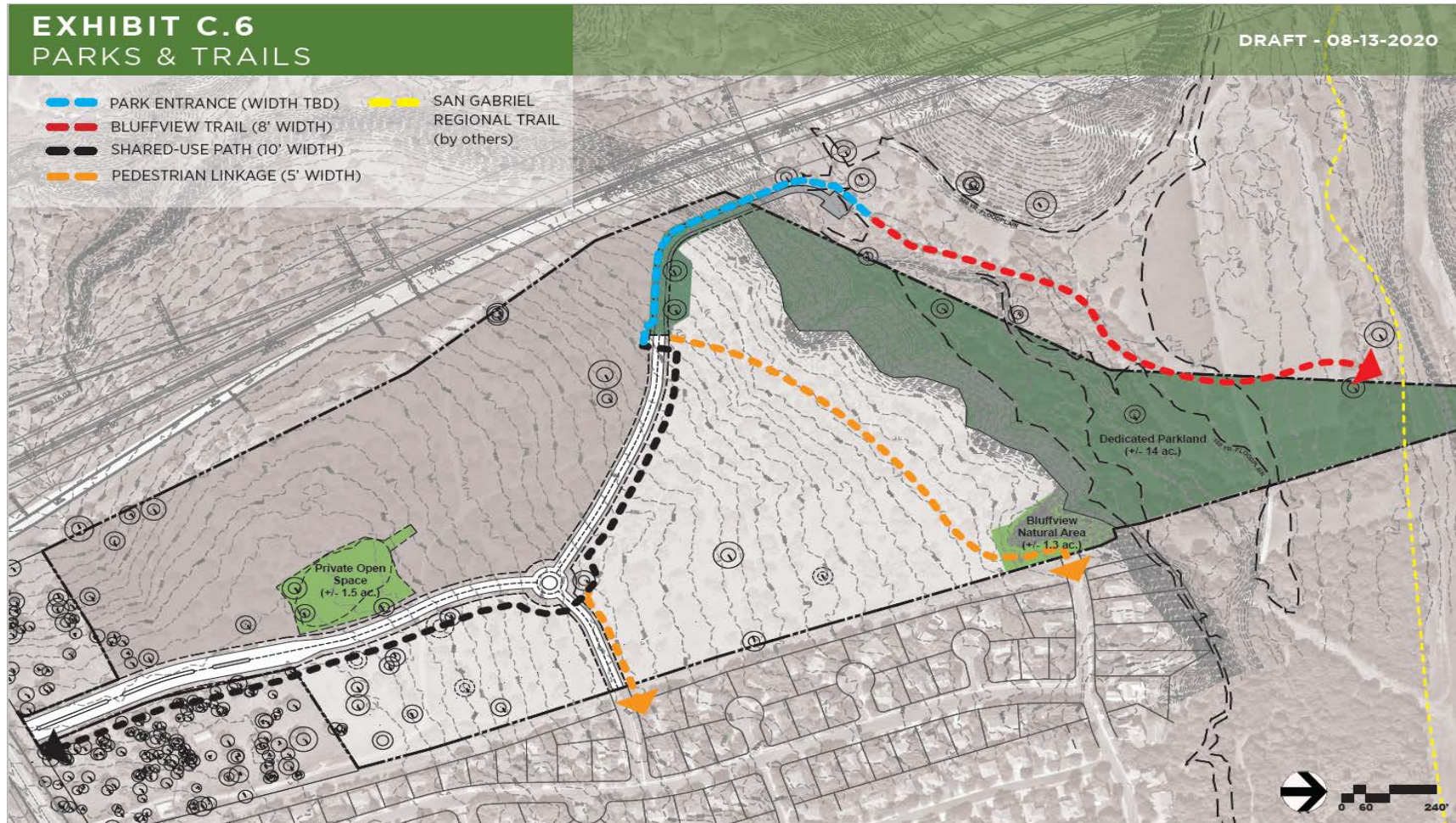
- Exceed UDC standards? Yes.
 - UDC Parkland Dedication
 - UDC = 4 acres *Bluffview= 37 acres
 - Parkland Improvements
 - UDC = \$302,000 *Bluffview = \$1.15 million

PID Policy Compliance Evaluation – Development Criteria - Enhanced Parks

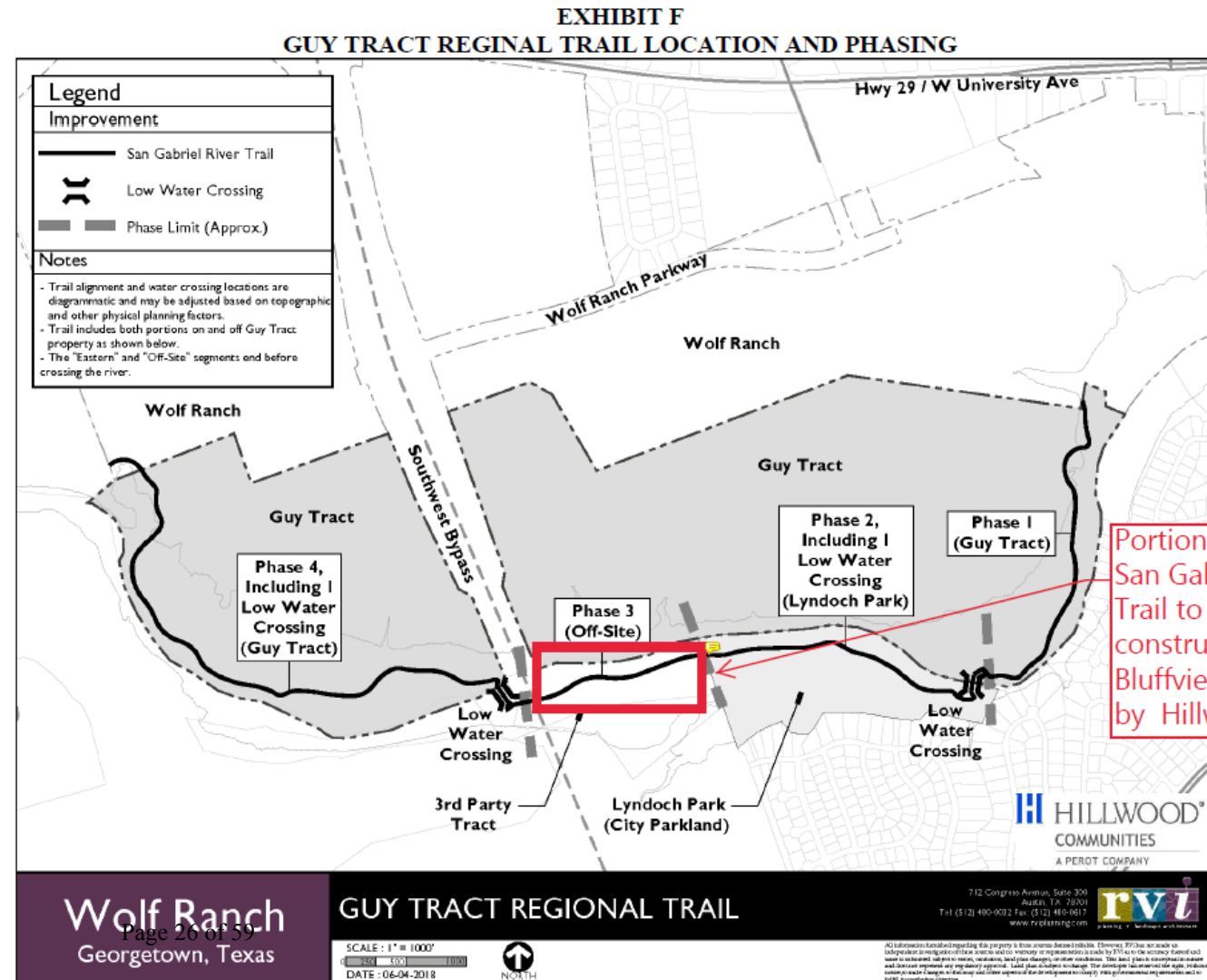
- 37 acres Parkland/Open Space
- Enhanced Parkland Improvements
 - Parkland Entry Road
 - Trailhead Parking
 - Bluffview trail
 - Connection to regional trail
- Estimated Cost = \$1.15M



PID Policy Compliance Evaluation – Development Criteria - Enhanced Parks



PID Policy Compliance Evaluation – Development Criteria - Enhanced Parks



PID Policy Compliance Evaluation – Development Criteria - Enhanced Parks





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GUIDING PRINCIPLES

- Create cohesive site design integrating land uses and sub-areas to create an identifiable sense of place and community.
- Provide variety and choice in housing options.
- Enhance interaction through pedestrian connectivity, recreational participation, and public spaces.
- Promote quality, sustainable design in the built environment.

1.1 TITLE

This document is known as the “Bluffview Planned Unit Development,” and may be cited as “Bluffview PUD” or “this PUD” or “this document.”

1.2 PROPERTY

The Bluffview PUD is a 68.0 acre site in southwest Georgetown, as shown in “Exhibit A” and described in “Exhibit B” of this ordinance.

1.3 PURPOSE AND INTENT

The purpose of the PUD is to provide a cohesive planned development with a mix of residential housing types and quality open space. The PUD seeks to capitalize on the existing natural resources and visual quality of the land for the benefit of residents and the general public. The intent of the PUD document is to augment the City’s development requirements with neighborhood character elements and to provide for community park and trail enhancements.

1.4 DEVELOPMENT RIGHTS

The project is a mixed-residential development that will occur through a series of submittals to the City to obtain the proper approvals and permits. All standards and regulations not specified in this PUD are governed by the “Unified Development Code of the City of Georgetown, Texas” (the “UDC”) in effect on the date of submittal of this PUD (July 9, 2019). The effective date and expiration of vested

development rights for property within the boundary of this PUD shall comply with the UDC. In those cases where in conflict, this PUD shall take precedence over the UDC.

1.5 DEFINITIONS

This PUD shall follow the definitions established in Chapter 16, *Definitions*, of the UDC, except as expressly identified herein.

1.6 MODIFICATIONS AND AMENDMENTS

Modifications to the PUD for street, trail alignments, driveways, and size of land use areas (no more than 10% percent) shall be considered “minor modifications” over which the City’s Planning Director has final decision-making authority. Other necessary adjustments and deviations that are consistent with the Guiding Principles and the intent of the original PUD approval may be considered by the City’s Planning to determine whether they are “minor modifications” and shall be the decision-making authority.

Changes to the approved PUD that the Director finds are not “minor modifications” are considered “major modifications” and shall be approved as an amendment to this PUD.

Graphics, illustrations and exhibits in this PUD may be subject to change in final design. Precise locations of streets, driveways, trails, stormwater facilities, and amenities, etc. will be determined at plat and site development stages, as appropriate.

2.1 LAND USE AND BASE ZONING DISTRICTS

The intent of the Bluffview PUD is to combine various residential land use options to meet multiple price points and household needs. To offer this variety, two zoning types, Residential Single-family (RS) and Low Density Multi-family (MF-1), are established as the base zoning districts, as depicted in "Exhibit C.1." A mix of housing including single-family detached up to attached multi-family provide a variety of compatible housing choices transitioning from the adjacent neighborhood towards the Southwest Bypass. A summary of the base districts, definitions, and uses are as follows.

2.1.1 Definitions

Single-family, Detached Condominium - Single-family, detached homes in a condominium-style ownership, with more than one principal structure on a development lot. Private driveways or public streets may provide access to these homes.

Single-family, Detached Lots - Lot and block, traditional subdivided lots containing one principal single-family structure per lot.

2.1.2 Residential Single-family District (RS)

The RS area will comprise of approximately 44 acres of the site, with 30 acres of developed lot area and 14 acres of open space and parkland. The uses and design standards will follow the requirements of the RS Base District in the UDC, except as established in this PUD.

Housing Mix

In order to ensure a mix of housing in the RS area, a range of lot sizes are proposed. A minimum of 25% of the lots/units in the RS area will be 60' lots and greater. A maximum of 40% of the lots/units will be <50' lots. The remaining lots will vary in lot size and product type as allowed in the RS District and this PUD. A maximum of 25% of the (non-parkland) acreage in the RS area may be used for Single-family, Detached Condominium.

Additional Uses

In addition to the uses allowed in the RS area per the UDC, Single-family, Detached Condominium, as defined, is a permitted use in this PUD. In the defined RS area, condominium ownership is permitted within the standards of Section III of this PUD and the corresponding design requirements of the RS area. If any part of the RS area is developed in condominium ownership, a Site Development Plan approval will be required for that area to ensure compliance. Detached Condominium is defined herein, as well as the more traditional Detached Lot, in order to provide distinction and clarity.

2.1.3 Low Density Multi-Family District (MF-1)

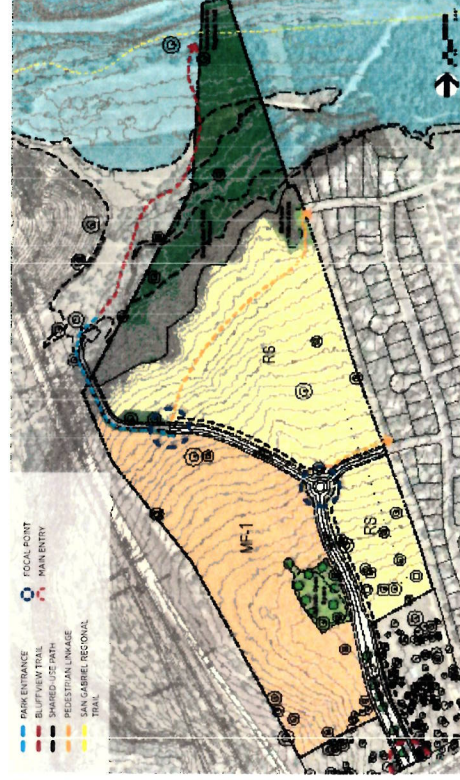
Adjacent to the Southwest Bypass, this mid-density zoning type is intended for attached or detached residential development including apartments, townhomes, condominiums, etc.), not to exceed 14 dwellings per acre per the UDC. The uses and design standards will follow the requirements of the MF-1 District in the UDC, except as established in this PUD.

Additional Uses

In addition to other uses allowed in the MF-1 District per the UDC, Single-family, Detached Lots and Single-family, Detached Condominium are allowed uses within the MF-1 area. If single-family is constructed, it will adhere to the setbacks, impervious coverage, and other single-family residential development standards of the UDC and the defined RS standards of this PUD.

2.2 CONCEPTUAL MASTER PLAN

The conceptual master plan ("Exhibit C.2") will guide the long-term development for the Bluffview project. The purpose of the conceptual master plan is not to be a detailed development plan, but rather portray a representation of the land-use, open space, and vehicular and pedestrian circulation at the time of PUD approval. Building placement, precise street alignment, and vehicle parking will be presented during detailed development phases and will be consistent with the themes of the Conceptual Master Plan.



3.1 DEVELOPMENT STANDARDS

To ensure quality and durability, design enhancements will be present throughout the project. Masonry elements will be prominent in the public spaces including the signage, columns integrated into the fencing on perimeter streets, and in the neighborhood's homes. With +-17 acres of public and private open space planned for the property (25% of the site), impervious coverage may be increased per lot in accordance with Table 3.1.

Table 3.1 Development Standards

Development Standards	District	
	RS ¹	MF-1 ¹
Front / Street Side (Street Yard) Setback ¹ (feet)	15	15
Garage Door Setback (feet)	25	25
Perimeter ² Setback (feet)	15	25
Interior Side Setback (feet)	5	5
Building Separation (feet)	10	10
Building Height (feet)	35	35 ³
Impervious Cover (overall district max %)	45	55 ⁴
Impervious Cover (per lot max % for Single-family Detached Lots)	55	55 ⁴

Notes

1. In the RS area, Detached Single-family Condominium shall meet the standards in Table 3.1. Where private drive lanes provide access in the RS area, setbacks shall be measured from the back of curb. In the MF-1 area, all setback standards shall apply to public streets only.
2. Perimeter Setback applies to the outer boundary of the project.
3. Building height may increase to 45' (for attached multi-family only) in a portion of the MF-1 area, as delineated by Zone C in "Exhibit C.3." Building height measured as defined in the UDC.
4. May be increased from 55% up to 65% with low-impact development bonuses per the UDC Section 11.02 and Section 3.1.3 of this PUD.

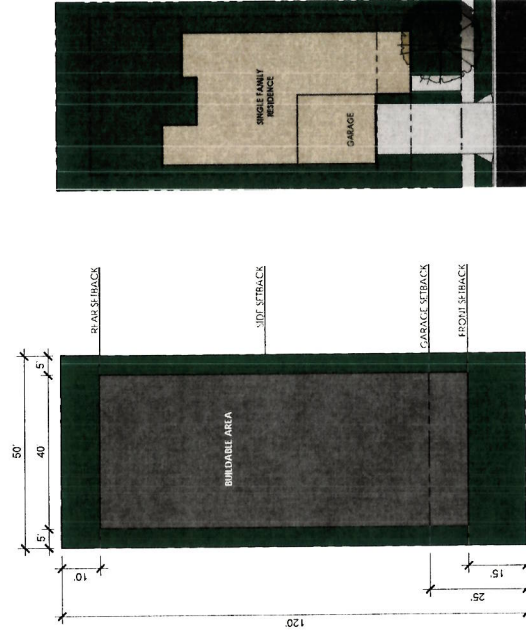
3.1.1 Architectural Design Requirements

All architectural and masonry design standards for single-family or multi-family in the UDC shall apply where applicable. Additional architectural features and masonry elements for single-family and multi-family can be found in the PID Financing Agreement for the project.

3.1.3 Condominium Design Requirements

In addition to the standards in this PUD Section 3.1, condominium development in the RS area shall adhere to the following:

- UDC Section 6.02.050.C1 similarity requirements.
- Tree and landscaping requirements shall meet UDC Section 8.03.
- All streets shall be private drives maintained by an HOA. Private drives shall match the local street standards in Exhibit C.5 of this PUD.



LAYOUTS ILLUSTRATIVE IN NATURE ONLY AND NOT INDICATIVE OF HOUSE SIZE OR FOOTPRINT

4.1 TRANSPORTATION

4.1.1 Public Streets

The neighborhood will include two types of public streets: Collector Streets and Local Streets. All streets within the project shall be designed for 30 mph speed and signed accordingly.

To ensure a consistent roadway experience from Leander Road to the park entry, Bluffview Drive will remain unloaded from start to finish as a tree-lined boulevard with a shared-use pedestrian and bicycle sidepath trail on one side, in addition to the vehicular traffic lanes. Bluffview Drive will be a designated unloaded collector throughout the site, regardless of trip count, and be generally designed as depicted in "Exhibit C.4" and "Exhibit C.5." A 10' sidepath trail will be completed with the first phase street improvements; the opposite sidewalk will be completed with development of the MF-1 tract. Boundary walls shall not apply to Bluffview Drive. Street tree spacing along Bluffview Drive shall be in accordance with UDC standards; generally, no closer than 20' and no farther than 40' for shade trees. Shade trees shall include root barriers as specified in the UDC. Ornamental trees require no root barriers.

All streets within the RS area will be designated as local streets designed to the local street design standard per Exhibit C.5.

4.1.2 Parkland Entry Road

The Parkland Entry Road, as shown on "Exhibit C.2" and "Exhibit C.4," will be designed per the driveway design standards of the UDC, except as specified in the parkland agreement between the landowner and the City of Georgetown.

4.1.3 Sidewalks

Significant pedestrian and bicycle infrastructure is being provided along Bluffview Drive to provide access from Leander Road to the park and San Gabriel Trail, as depicted in "Exhibit C.5." The City's adjacent Southwest Bypass Highway is not conducive for sidewalks during the project horizon and, therefore, pedestrian and bicycle facilities shall not be required along the Southwest Bypass. All local streets shall contain sidewalks per the UDC.

4.1.4 Riverdown Connection

Riverdown Road, an adjacent local street stub from the Riverview Subdivision, was constructed decades ago with the possibility of connecting to this property upon development. The previous street alignment directed the roadway towards a small grotto-like canyon just inside the Bluffview property, which is presented in this PUD as a natural open space for the neighborhood.

To maintain this scenic and important natural feature and its surroundings for the residents, this PUD provides for a park space at the terminus of Riverdown, as conceptually depicted in and "Exhibit C.6." Leaving Riverdown a dead-end vehicular street, as it has been since its construction, but allowing for a public pedestrian connection between the subdivisions, is a long-term benefit for both neighborhoods.

With the approval of this PUD, no further variance or approval will be required to ensure Riverdown will not connect to Bluffview.

5.1 PARKS AND OPEN SPACE

The provision of quality open space accessible to the community is a critical component of the project. The Bluffview land offers tremendous opportunities to provide the first true access to the southern bank of the South San Gabriel River for the public, including vehicular access, designated parking, and a trailhead. In addition, small private open space areas enhance the quality of life for residents of the development, with nature trails and preserved natural features. Public and private open spaces and trail network can be found on "Exhibit C.6."

5.1.1 Parkland Improvements

To satisfy the City's parkland requirements and timing of regional improvements, a series of land dedication and construction triggers are memorialized in an agreement between the landowners and the City. These enhancements include trails, natural open space, oversized sidepaths, signage elements, pedestrian and vehicular access, etc. The cohesive package of parkland and improvements, per the agreement, satisfy the City's parkland dedication and development requirements.

5.1.2 Bluffview Trail

The future San Gabriel Regional Trail and nearby Lyndoch Park will connect to the public by way of the Bluffview Trail connection. Public entry to the trailhead will route through the neighborhood on Bluffview

Drive, which transitions into a City park drive, at the terminus of which will be a trailhead parking lot. A trailhead sign near the parking lot will serve as a welcoming gateway to the Bluffview Trail.

5.1.3 Bluffview Natural Area

On the northern-most corner of the high bluff sits an open limestone depression that drops off near the terminus of Riverdown road. This small canyon is a unique grotto-like natural feature that will be preserved in its natural state as nature area maintained by the HOA. This small, passive pocket park, being near the bluff, also could include defined or undefined scenic overlooks with vistas over the San Gabriel River valley and Lyndoch Park.

A few street parking spaces on a Bluffview local street will allow for visitors to view these features and utilize the pedestrian path connecting to the Riverview/River Ridge neighborhoods. In order to make this space possible, River Down Road will not connect into the Bluffview development. A concrete public sidewalk will be constructed in a public easement to connect the two streets. Additional, more natural, walking paths will circulate through the site. Those paths will be open to the public but on the private site.

The Bluffview Natural Area improvements will be constructed in the first phase of the development by the initial developer and will ultimately be owned and maintained by an HOA or private entity.



6.1 SIGNAGE

The Bluffview PUD will feature prominent signage elements to elevate community awareness of the places found within. The signs will be visually and materially consistent with an overarching architectural design theme. All signs shall meet UDC sight visibility requirements.

6.1.1 Bluffview Entry Monument

It is imperative that Bluffview Drive, as the lone vehicular entryway from Leander Road, include a prominent signage element, as depicted below. The sign will serve both the neighborhood and those seeking access to the park and trail system. This entry monument, located either in the median or within the right-of-way flanking the entry, may be split into two signs, not to exceed to total sign area of 150 square feet and six (6) feet in height. If constructed as a single sign, the signs may contain sign cabinets for the naming of both the single-family and multi-family areas, and will also include a secondary component displaying the trailhead for the San Gabriel Trail. The signage graphic illustrated below is not intended to be a precise depiction of final design but rather a representation of the character and quality of the design and materials.

6.1.2 Additional Signage

Additional low-profile monument signs (three in total) are allowed along Bluffview Drive within the project. These monument signs will serve to demarcate the land use areas such as the name of the multi-family community at its primary entry point. These signs may not exceed four (4) feet in height and 30 feet in total area.

6.1.3 Exempt Signs

Certain signage interior to the site denoting park locations, park/trail wayfinding, and safety signage are exempt from the UDC sign regulations and permit requirements as long as they are 12 square feet in total area or less and not taller than three (3) feet.



Exhibit C.1	Base Zoning Districts
Exhibit C.2	Conceptual Master Plan
Exhibit C.3	MF-1 Building Height Diagram
Exhibit C.4	Street Delineation
Exhibit C.5	Bluffview Cross-sections
Exhibit C.6	Parks and Trails
Exhibit C.7	Bluffview Natural Area
Exhibit C.8	San Gabriel Trailhead

EXHIBIT C.1 BASE ZONING DISTRICTS

- MULTI-FAMILY - 22.6 acres
- SINGLE FAMILY - 44.3 acres

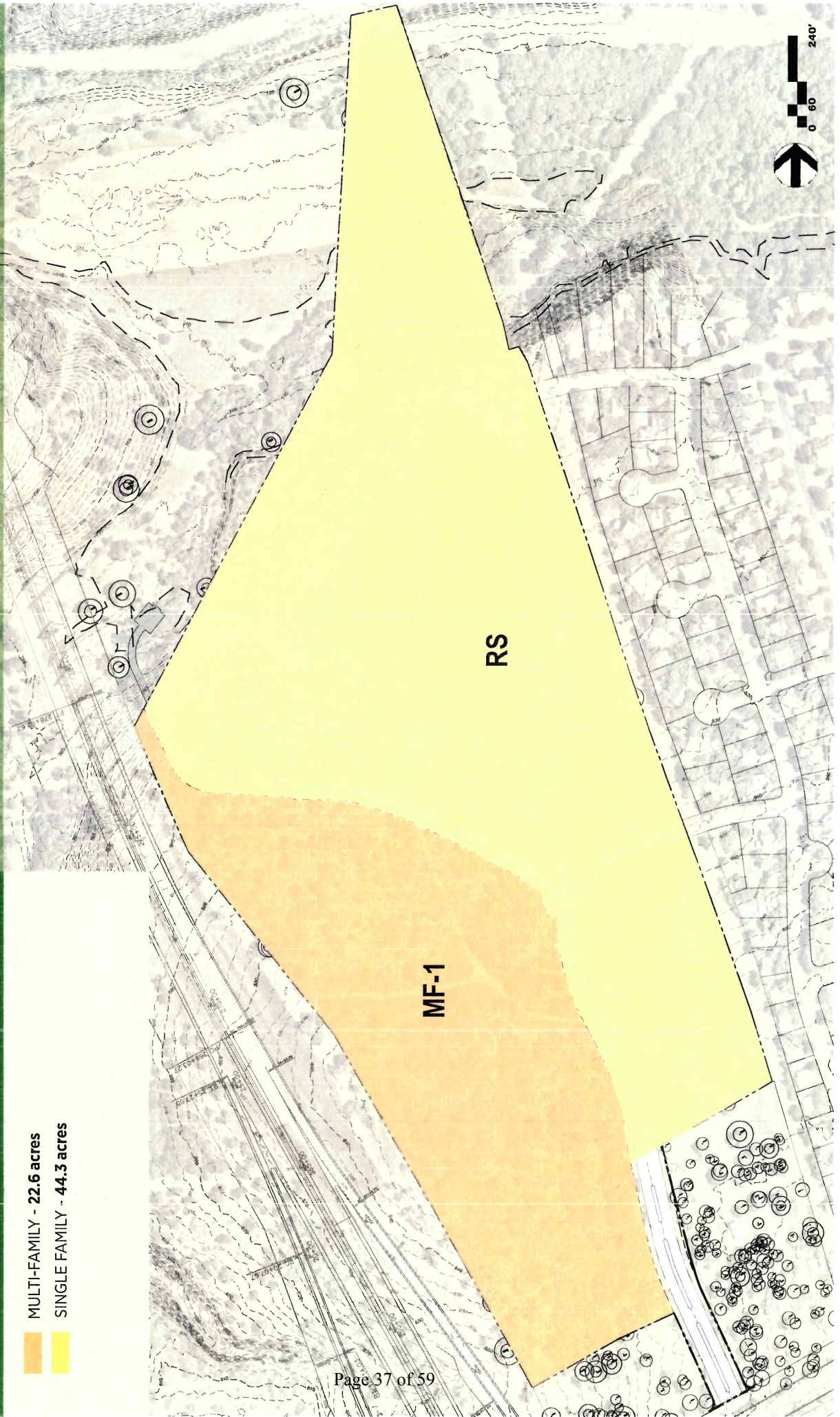


EXHIBIT C.2 CONCEPTUAL MASTER PLAN

- PARK ENTRANCE
- BLUFFVIEW TRAIL
- SHARED-USE PATH
- PEDESTRIAN LINKAGE
- SAN GABRIEL REGIONAL TRAIL
-  FOCAL POINT
-  MAIN ENTRY

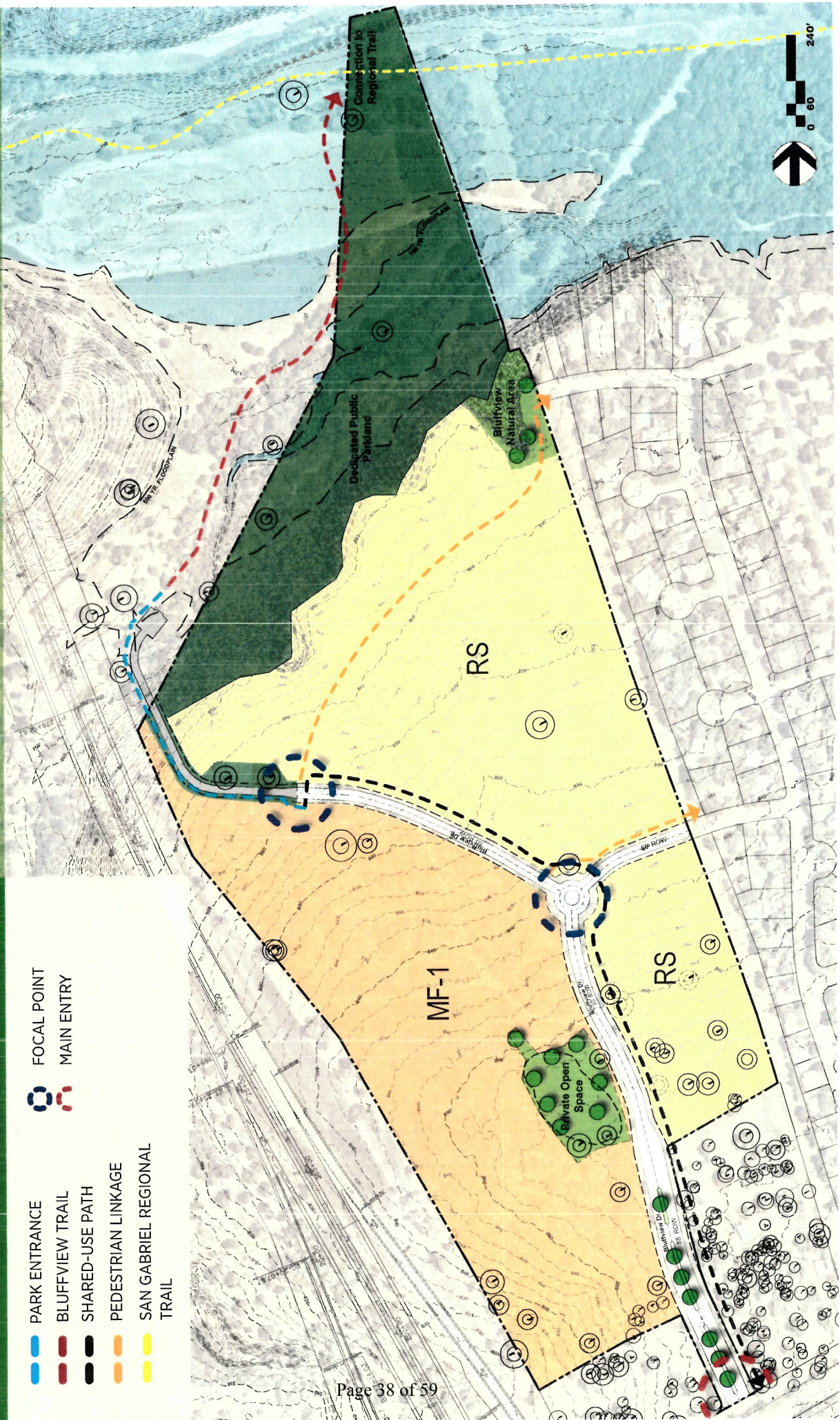


EXHIBIT C.3

MF-1 BLDG. HEIGHT DIAGRAM

TOTAL MF-1 ACREAGE = 22.6 AC.

- ZONE 'A' - STREET BUFFER (25' FROM R.O.W.)
- ZONE 'B' - 35' MAX. BLDG. HEIGHT (100' FROM R.O.W.)
- ZONE 'C' - 45' MAX. BLDG. HEIGHT

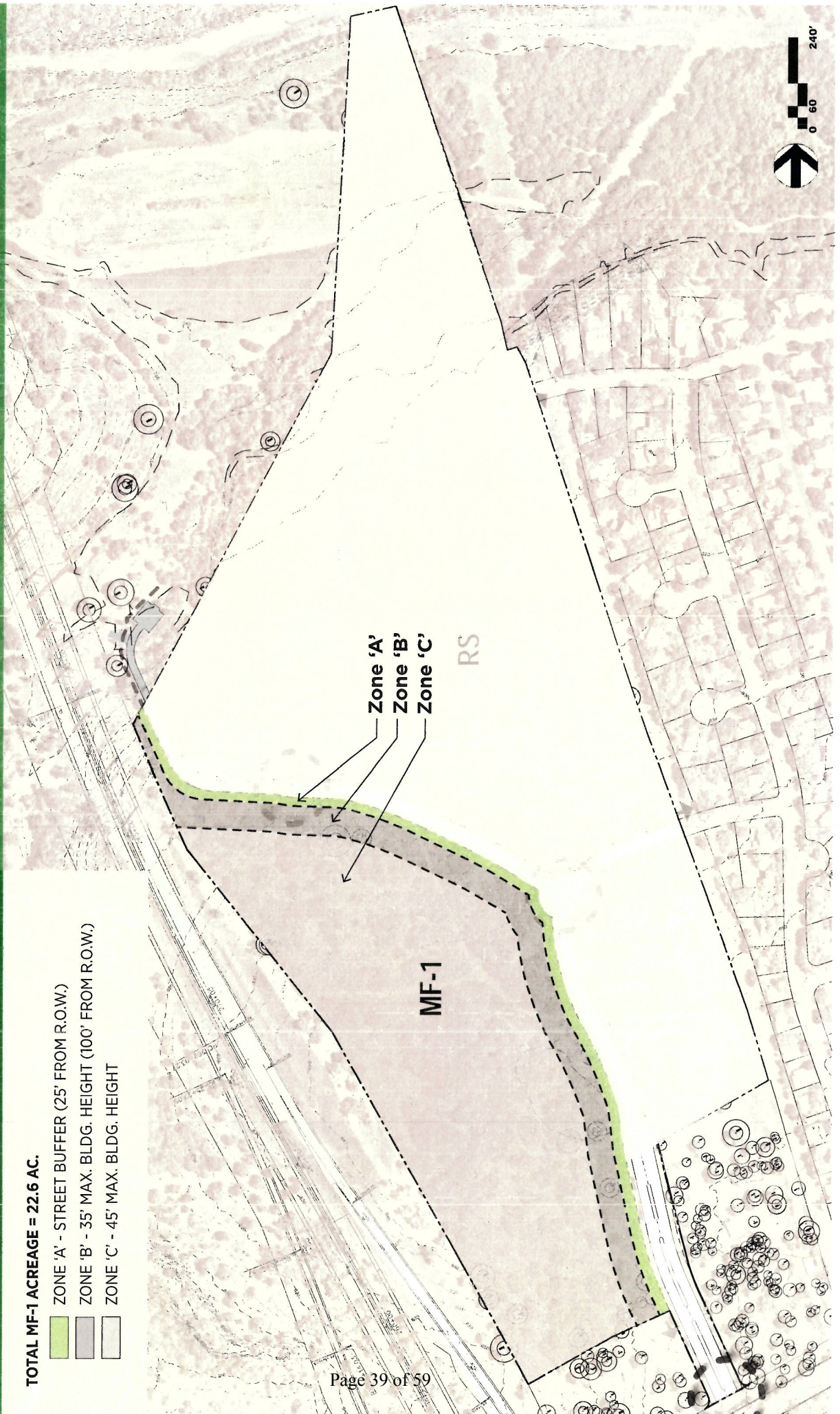


EXHIBIT C.4 STREET DELINEATION

- 2-LANE COLLECTOR
- 4-LANE COLLECTOR
- LOCAL STREET
- PARK ROAD

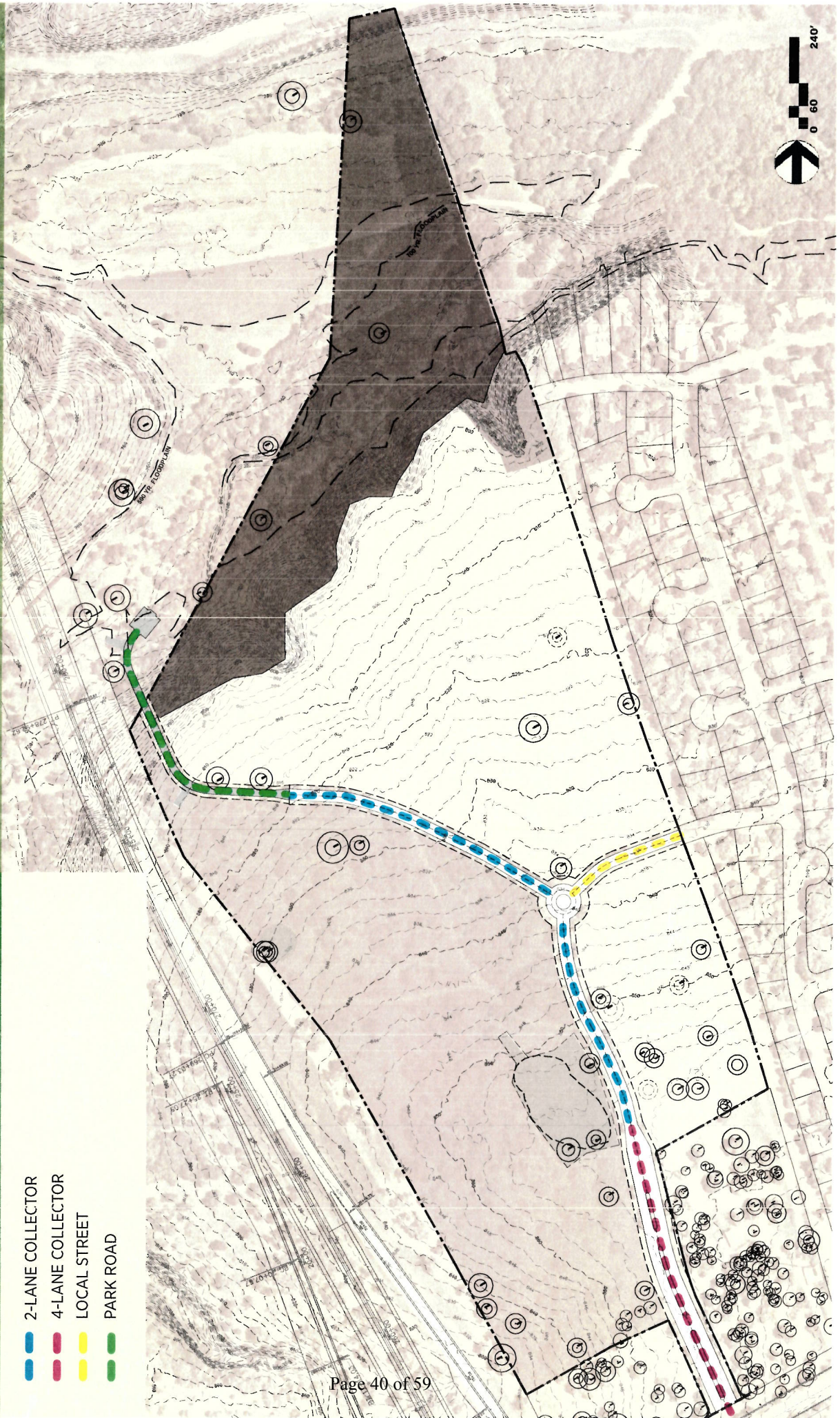


EXHIBIT C.5 BLUFFVIEW CROSS-SECTIONS

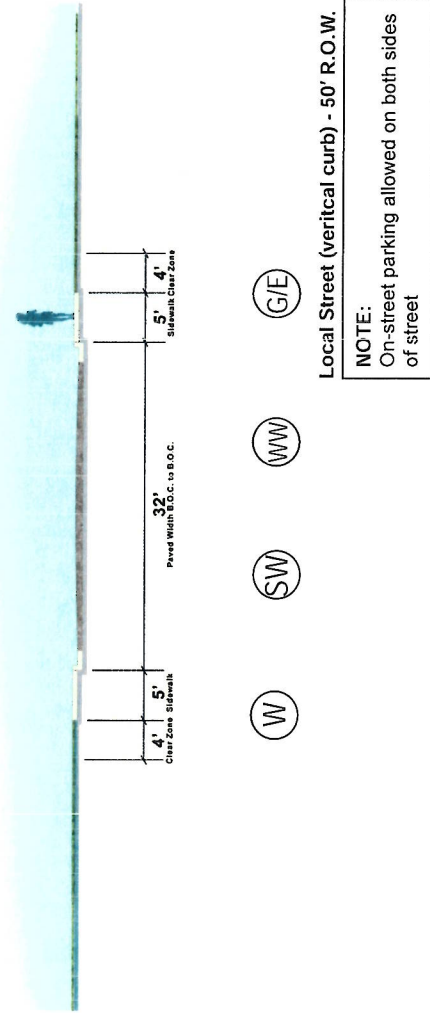
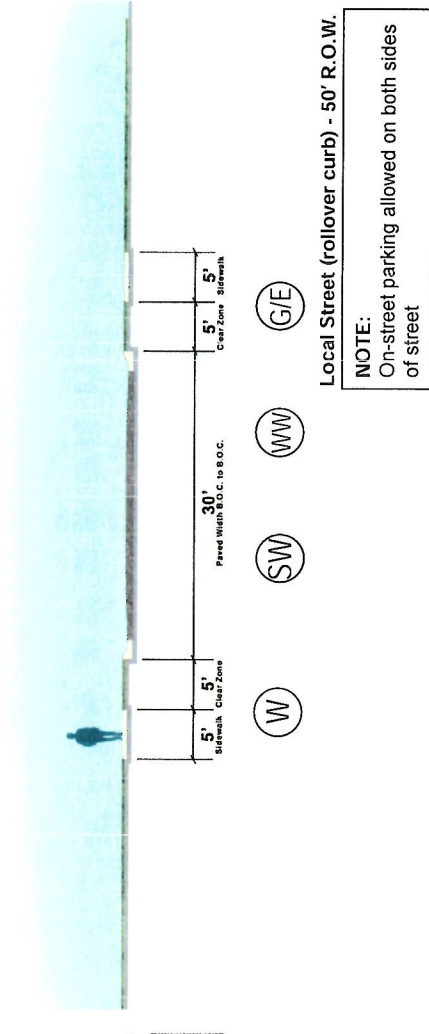
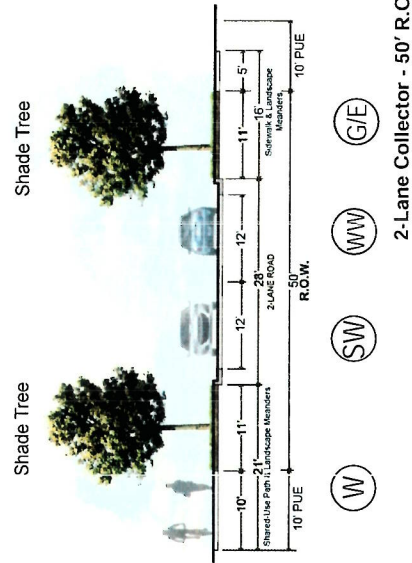
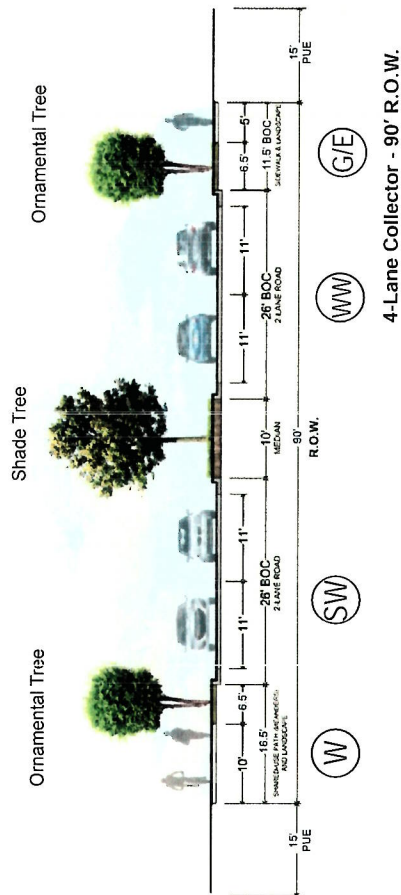


EXHIBIT C.6 PARKS & TRAILS

- PARK ENTRANCE (WIDTH TBD)
- BLUFFVIEW TRAIL (8' WIDTH)
- SHARED-USE PATH (10' WIDTH)
- PEDESTRIAN LINKAGE (5' WIDTH)
- SAN GABRIEL REGIONAL TRAIL (by others)

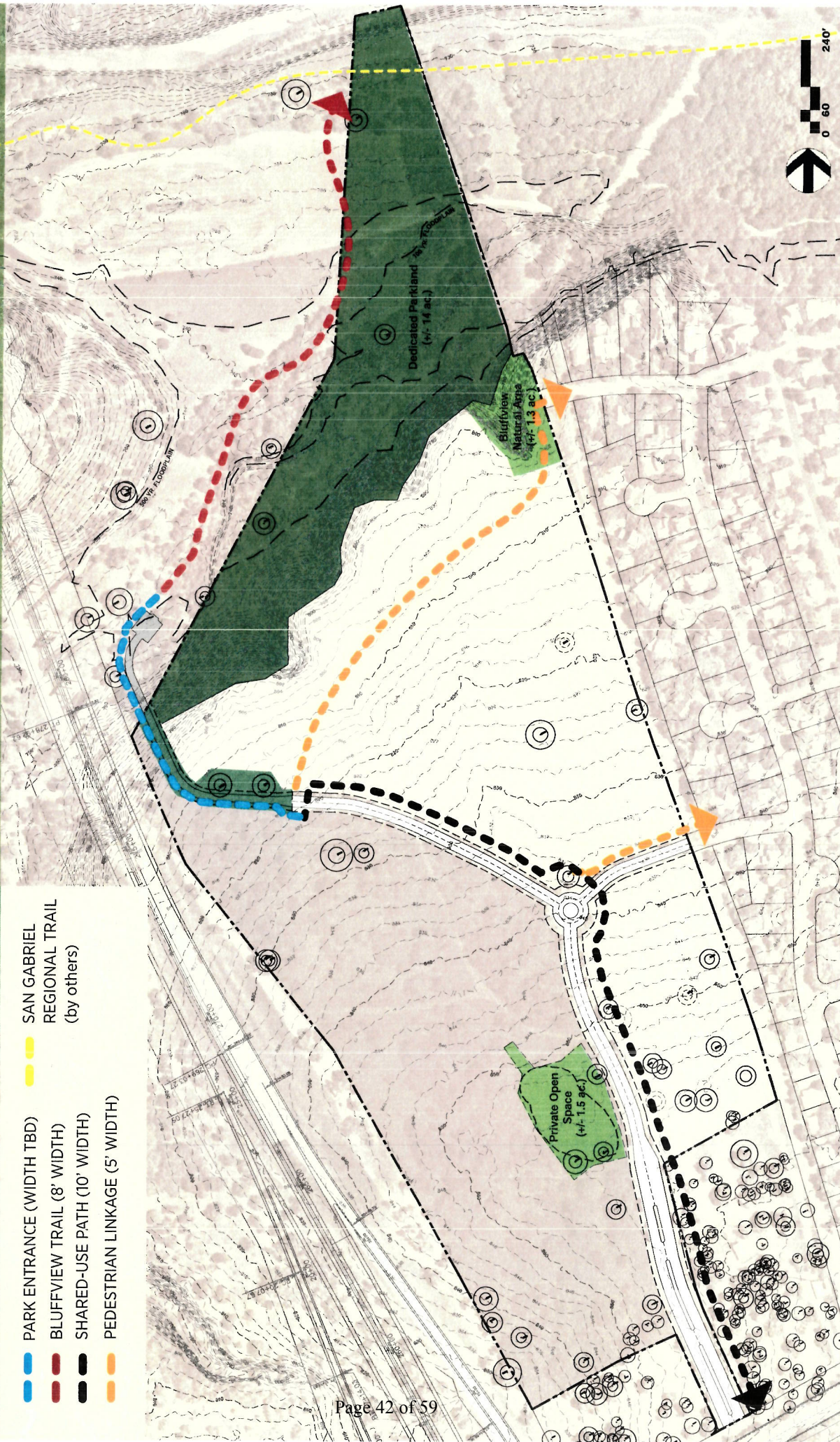
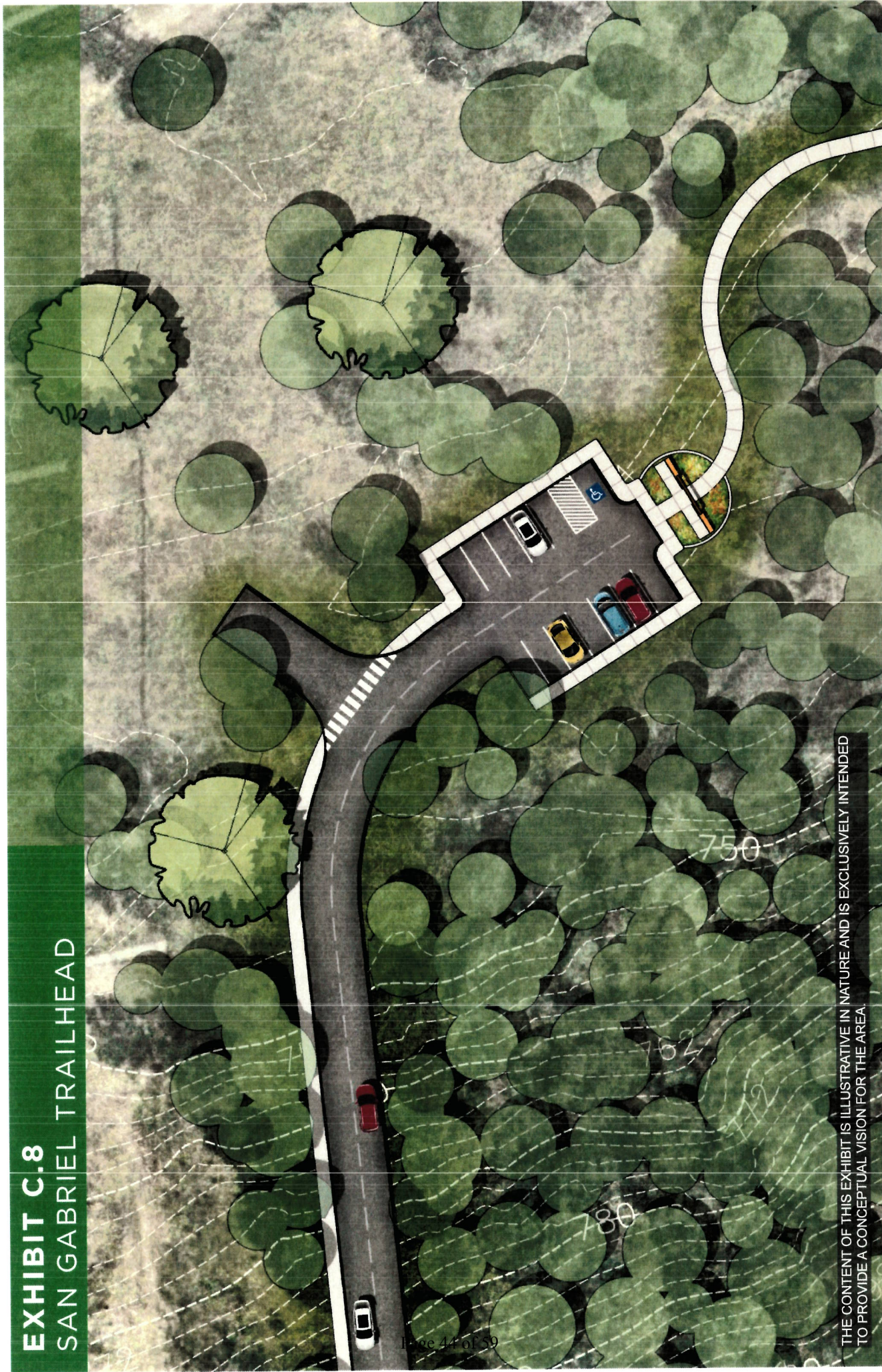


EXHIBIT C.7
BLUFFVIEW NATURAL AREA



EXHIBIT C.8 SAN GABRIEL TRAILHEAD



THE CONTENT OF THIS EXHIBIT IS ILLUSTRATIVE IN NATURE AND IS EXCLUSIVELY INTENDED TO PROVIDE A CONCEPTUAL VISION FOR THE AREA.

City of Georgetown, Texas
Parks and Rec Advisory Board
January 14, 2021

SUBJECT:

Consideration and possible action to recommend approval of the parkland dedication proposal at the Parks at Westhaven. - Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:

In November 2019, the Parks Board approved the parkland dedication for a development called Bridgehaven. At that time it was a traditional development that met the parkland requirements in terms of both land and development. Since that time, the developer has renamed the subdivision to the Parks at Westhaven and the site has grown in size. The Parks at Westhaven is a 113 acre site located at the northeast corner of Maple and Westinghouse Road.

The developer has requested approval to create a Public Improvement District (PID) to fund improvements to meet community needs and support public infrastructure associated with an enhanced development. In addition to using PID funding to finance the project's standard public utility and roadway infrastructure, PID funding would be used to construct the most desirable enhanced features in the proposed development. As for the enhanced park features, the developer is proposing an all abilities playground, fitness equipment, covered pavilion, and two miles of internal trails.

Staff has been working very closely with the developer to plan for enhanced park features. In considering approval for a PID, the developer must exceed the UDC Standards. For parks, this would be providing a greater amount of parkland than is required and a greater dollar amount of improvements than required. The Parks at Westhaven meets this criteria in establishing a PID

On November 24th, City Council reviewed the proposal and has given staff the approval to move forward with establishing the PID based on the information presented. Multiple agreements will be in place that will provide exact details of the improvements and the timing of construction. Staff is supportive of this park proposal because it will provide a public benefit to have an all abilities park in this area which has seen tremendous residential growth.

FINANCIAL IMPACT:

NA

SUBMITTED BY:

Jill Kellum, Administrative Supervisor

ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Park Proposal Notes	Backup Material
<input type="checkbox"/>	Location Map	Cover Memo

Parks at Westhaven Park Proposal

Parks at Westhaven Development

- Location
 - 113 acres at Maple Street at Westinghouse Road (northeast corner)
- General Features
 - 401 residential lots
 - 1 commercial lot
 - 16 acres Parkland/Open Space



PID Policy Compliance Evaluation – Development Criteria

Development Thresholds:

- Exceed UDC standards? Yes.
 - UDC Parkland Dedication
 - UDC = 5 acres *Parks at Westhaven = 16 acres
 - Parkland Improvements
 - UDC = \$401,000 *Parks at Westhaven = \$1.4 million

PID Policy Compliance Evaluation – Development Criteria - Enhanced Parks



PID Policy Compliance Evaluation – Development Criteria - Enhanced Parks

Park Examples



Packsaddle Partners



PID Policy Compliance Evaluation – Enhanced Parks

Park Descriptions

Cockrum Park: The portion of the park located on the existing homestead will preserve the large heritage trees and will be reserved as a secondary amenities area of the central park. This area will feature a covered pavilion, mulch play areas and an outdoor fitness area along with a vast area consisting of upgraded grass lawn.



Packsaddle Partners



PID Policy Compliance Evaluation – Development Criteria - Enhanced Parks

Park Descriptions

Central Park: A large open space, spanning over 20 acres throughout the entire subdivision consisting of natural areas, native grasses, wildflower meadows, open play lawn spaces and connected trail system will serve as the central park attraction in The Parks at Westhaven community. The park will also provide walking access to the pool and additional play structure amenities located within the Westhaven phase next door.

Trails: Offering nearly 2 miles of a meandering internal trail system consisting of both concrete and natural trail surfaces the central park trail will provide connectivity to all phases of The Parks at Westhaven as well as to the Georgetown community via the parking areas with access to a walkable area for year-round enjoyment.

Trailheads: The trail system will also feature trailhead connections to each phase of the subdivision along with connectivity to the All Mobility Park parking lot, the Cockrum Park parking areas and the Westhaven Pool Amenity center next door. Additional access points will be naturally occurring to provide improved connectivity to the public parking available along Sunniberg Loop.



Packsaddle Partners

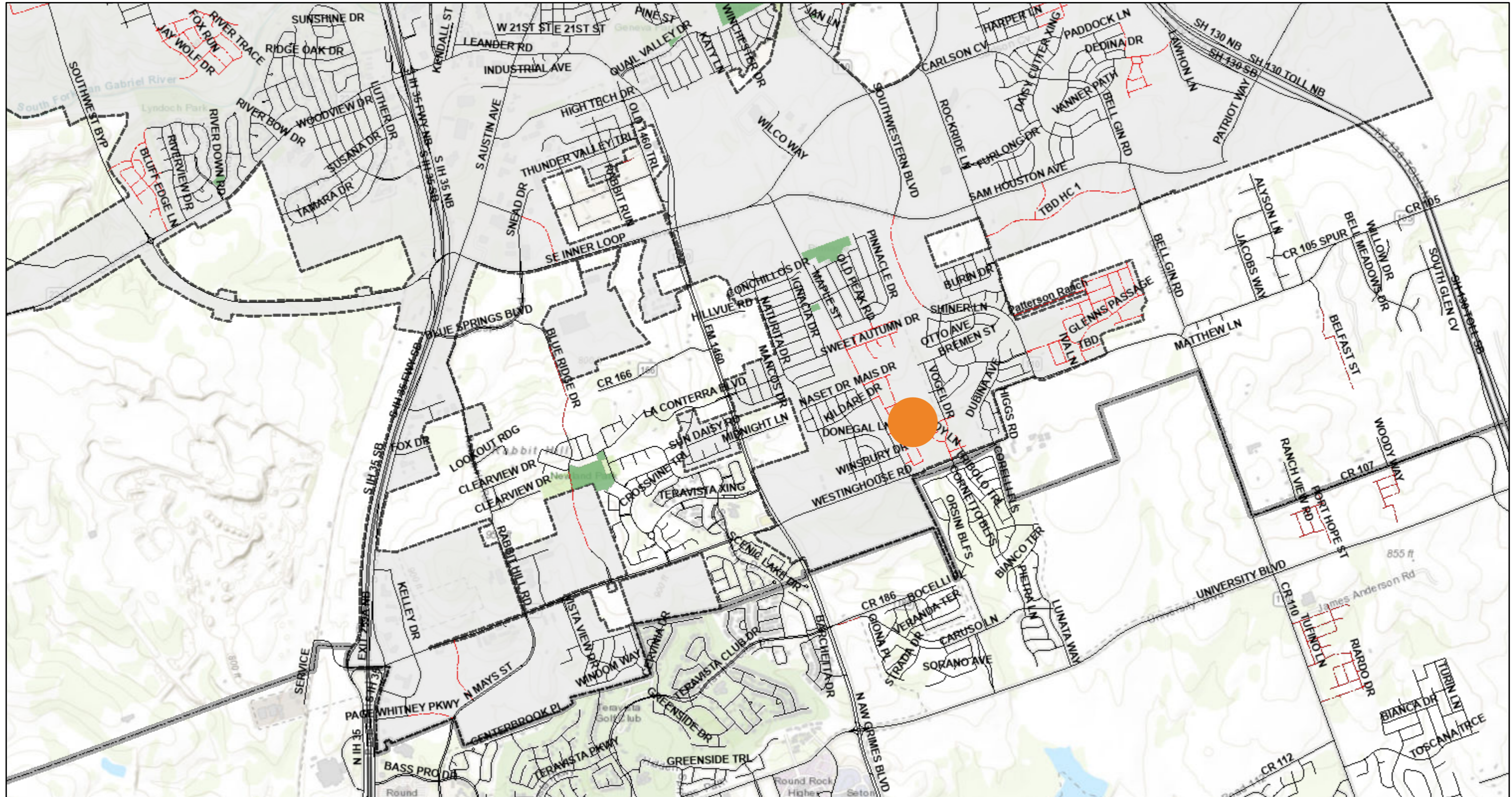


PID Policy Compliance Evaluation – Development Criteria - Enhanced Parks

- 16 acres Parkland/Open Space
- Enhanced Parkland Improvements
 - All Abilities Playground
 - Fitness Equipment
 - Covered Pavilion
- 2 miles of internal trails
 - Concrete and natural surfaces
 - Internally connected
- Estimated Cost = \$1.4M

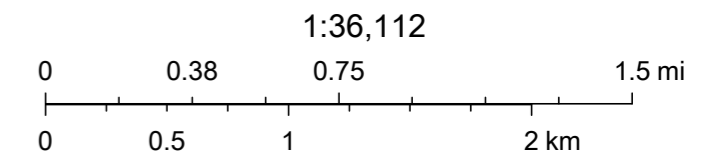


Parks at Westhaven Location Map



1/11/2021, 12:56:45 PM

Streets
 — OPEN
 - - - Not Active
 Parks
 Georgetown ETJ
 Georgetown City Limits-Zoomed Out



City of Austin, County of Williamson, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

City of Georgetown, Texas
Parks and Rec Advisory Board
January 14, 2021

SUBJECT:

Discussion and possible action on selecting date for a possible special meeting. -- Kimberly Garrett, Parks and Recreation Director

ITEM SUMMARY:

The selection committee is reviewing submittals from the recent call for proposals that was issued for the Parks and Recreation Master Plan. Staff would like to select a date for a special meeting to consider approving a consultant for the Parks and Recreation Master Plan if timing allows to be ready for the February 9, 2021 City Council meeting.

A special meeting date will be a place holder if timing works out, otherwise the item will be on the regular parks board meeting on February 11th.

FINANCIAL IMPACT:

NA

SUBMITTED BY:

Kimberly Garrett, Parks and Recreation Director

City of Georgetown, Texas
Parks and Rec Advisory Board
January 14, 2021

SUBJECT:

Consideration and possible action to approve minutes from the September 10, 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
September 10, 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 6:05 pm.

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

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

Staff present: Kimberly Garrett, Jill Kellum, Robert Gaylor

Guest: Katie Schmid, David Houck – for items F, G, H

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

Danelle Houck stated there was not an update and they have not met. There was a fundraiser through Chipotle last Saturday, but she did not know the amount of funds that were received. Chad Holz did join as a member of the Park Pals.

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

Kimberly Garret went through the project update. She stated on the ADA trail reconstruction project it is in review by the legal department, after that it will be bid and move forward. Golden Bear Park is in Berry Creek, Section 5. She stated construction is going well. There were playground parts that were shipped and were incorrect, so staff is waiting for the correct parts for installation. The irrigation is complete and will start landscaping. For Grace Heritage Plaza, there is work to be done there and there is not a schedule on when that will be completed. Village PID Parks renovations are going well and are on schedule. There is new signage. There are 11 parklets and 2 large parks where renovation is ongoing. For the Tennis Center Pool Demo, the project will bid in October. Wolf Crossing Trail will restart in October and should be bid out in the spring. San Gabriel Park Phase III is on hold and will be taken off the project update. Staff will be requesting design funding in 2022 and construction in 2023. Heritage Community Gardens was another project that was put on hold and will start again in October. Staff will be doing most of the construction on that project to save money. On the Parks, Recreation and Open Space Master Plan, the RFP has been completed and sent to Purchasing and Legal for their review. Once staff has received the RFP back the proposal will be issued. The Parks Board will be heavily involved in this process.

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

Kimberly Garrett presented an overview presentation on the parkland dedication ordinance. Jolene Melancon ask if the developers give a fee in lieu of land, does staff have to work with the developer on where the park is located and what it looks like or do they pay the fee and that is it? Kimberly Garrett

stated they pay the fee and the city can utilize that money as they see fit if it is meeting the intention of the code.

Legislative Regular Agenda

Danelle Houck recused herself for conflict of interest for Item F, G and H. Item I was moved up on the agenda and discussed prior to Items F, G and H. Danelle Houck left the meeting at 6:44 pm.

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

NO ACTION WAS TAKEN ON THIS ITEM.

Robert Gaylor explained the Facility Use Agreements with the Parks and Recreation Advisory Board. Any time there is a 3rd party facility use agreement that is going to be extended in nature, responsibilities of both parties need to be detailed out. There are 3 separate use agreements on this agenda, and all are swim teams. The agreements will take effect in October and will go to City Council on September 22nd. Kimberly Garrett stated the agreements make it clear what the responsibilities of the City and the renter are and it is good business process. Larry Gambone asked if this is all in the same pool or different pools. Robert Gaylor stated this is at the Village Pool, Williams Drive Pool, and the Recreation Center Pool. There are times when each user group uses each pool. Larry Gambone asked about the scheduling. Robert Gaylor stated they are scheduled through parks and recreation staff and sometimes the different user groups share the pool and that is agreed upon by the user groups. Chad Holz asked about the usage of the pool and if it is exclusive. Robert Gaylor stated use of the Village Pool or the Williams Drive Pool would be more exclusive but the not at the Recreation Center. Katie Schmid, a guest from the Aquadillos, asked about the fees and them being due prior to the month being used. Robert Gaylor stated the fees could be considered as far as rain outs or if unable to use the pool. Katie Schmid asked about #17 and them passing over the financial information and why the city would need to see their financials. David Houck a guest from Texas Gold, stated he is not a non-profit and had a few questions and comments also about #17 on the agreement. Kimberly Garrett stated the legal department set up these agreements and used similar facility use agreements from other entities. She stated if there are many changes it would need to go back to legal. Katie Schmid stated the Aquadillos' board does not meet until September 13th. She stated she does not feel like it is appropriate for the city to see all funds received and all funds dispersed. Kimberly Garrett stated the documents would have to go back to the city attorney as staff does not have the authority to change the documents. David Houck asked about the pool improvements and what the definition is. Robert Gaylor stated that if any property of the city changes it would need to go through the city. David Houck stated with the master's and the rental rates, he would want language in the agreement saying he does not have to pay the whole rate if he can not use the whole pool. Robert Gaylor stated that is something that was discussed but not put in the agreement. David Houck stated on #3 that it does not say if he can run a swim clinic. Katie Schmid asked if they should email the proposed changes. Robert Gaylor stated they should send their comments or changes to staff and then if approved they can make changes to the document. Kimberly Garrett stated that legal would not be able to get all the changes done prior to the posting date next Tuesday with City Council. Staff would look at all the changes, take to legal and then bring this back to the parks board on October 8. The earliest it could go back to City Council is October 13th. Kimberly Garrett stated they just want to document how these groups are using the pools, that there are no problems, and parks and recreation have been booking with these groups for a long time using our parks and recreation software. These facility use agreements are being done since the city charter

requires it. Kimberly Garrett explained that the Parks and Recreation Advisory Board is advisory and can recommend approval to City Council and City Council is the only one that can take action and approve.

**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
NO ACTION WAS TAKEN ON THIS ITEM.**

**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
NO ACTION WAS TAKEN ON THIS ITEM.**

**I Consideration and possible action to approve minutes from the August 13, 2020 meeting - Jill Kellum, Administrative Supervisor
Motion made by Chad Holz, second by Larry Gambone to approve the minutes from the August 13, 2020 meeting. Approved: 7 – 0**

Adjournment

Adjourn - Danelle Houck, Parks and Recreation Advisory Board Chair

Motion made by Jack Flatau, second by Wayne Beyer to adjourn the meeting. Approved: 6 – 0 – 1

The meeting adjourned at 7:01 pm.

Danelle Houck, Board Chair

Katherine Kainer, Secretary

Jill Kellum, Board Liaison

These minutes were approved at the virtual meeting of January 14, 2021.