



City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Bob Kelly, Mayor Pro Tem
Burt Ballanfant, Councilmember
Brennan Reilly, Councilmember
Mardi Turner, Councilmember

STAFF

M. Christopher Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

City Council Meeting Agenda

Notice is hereby given of a regular meeting of the City Council of West University Place to be held on **Monday, November 7, 2016** beginning at **6:30 p.m.** in the **Municipal Building** located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the following agenda items.

Note: All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Agenda is as follows:

Call to Order
Pledge of Allegiance
Matters related to the notice of this meeting

1. Public Comments

This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer his/her comments until such time the item is discussed. Speakers are advised that comments cannot be received on matters which are the subject of a public hearing once the hearing has been closed. Public comments must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting. Speakers are required to register in advance and must limit their presentations to three minutes each.

2. Memorandum of Understanding with West University Aquatics

Matters related to a 2017 Memorandum of Understanding between the City of West University Place and West University Aquatics. *Recommended Action: Approve Memorandum of Understanding. Ms. Susan White, Assistant Parks and Recreation Director* [see Agenda Memo 2]

3. Memorandum of Understanding with West U Baptist Church

Matters related to a 2017 Memorandum of Understanding between the City of West University Place and West University Baptist Church. *Recommended Action: Approve Memorandum of Understanding. Ms. Susan White, Assistant Parks and Recreation Director* [see Agenda Memo 3]

4. **Memorandum of Understanding with Tri-Sports**

Matters related to a 2017 Memorandum of Understanding between the City of West University Place and Tri-Sports. *Recommended Action: Approve Memorandum of Understanding. Ms. Susan White, Assistant Parks and Recreation Director* [see Agenda Memo 4]

5. **Future Agenda Items**

Matters related to future agenda items. *Recommended Action: Discuss and take any desired action. City Council* [see Future Agenda Items List]

6. **Consent Agenda**

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. **City Council Minutes**

Approve City Council Minutes of the October 10, 2016. *Recommended Action: Approve Minutes. Ms. Thelma Gilliam, City Secretary* [see Minutes]

B. **Appoint Member to the Friends of West U Parks Board**

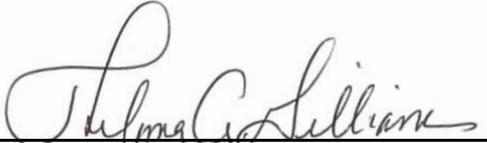
Matters related to the adoption of a resolution appointing Jessica Newell to Position 17 of the Friends of West U Parks Board. *Recommendation Action: Adopt resolution appointing Jessica Newell to Position 17 of the Friends of West U Parks Board. Ms. Thelma Gilliam, City Secretary* [see Agenda Memo 6B]

7. **Adjourn**

In compliance with the Americans with Disabilities Act, if you plan to attend this public meeting and you have a disability that requires special arrangements, please contact City Secretary Thelma Gilliam at 713.662.5813 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist in your participation in the meeting. The Council Chambers is wheel chair accessible from the west entrance and specially marked parking spaces are available in the southwest parking area. Special seating will be provided.

I certify that the attached amended notice and agenda of items to be considered by the West University Place City Council on November 7, 2016 was posted on the Municipal Building bulletin board on November 4, 2016 at approximately 2:00 o'clock p.m.

(SEAL)



Thelma A. Gilliam, City Secretary

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	November 14, 2016	AGENDA ITEM:	2
DATE SUBMITTED:	October 20 , 2016	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Tim O'Connor	PRESENTER:	Susan White, Asst. Parks Dir.
SUBJECT:	2017 Memorandum of Understanding between the City of West University Place and the West University Aquatics Club – Piranhas Swim Team		
ATTACHMENTS:	2017 Memorandum of Understanding		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

Attached is the Memorandum of Understanding (MOU) between the City and the West University Aquatics Club, DBA West University Piranhas. The West University Piranhas have been in existence since the early 1950's. Over the years, the team has been managed by both the City and by a volunteer parent board of directors. Currently the team is managed by a volunteer parent board of directors.

The attached MOU is for 2017 and defines the roles and expectations of the two entities and is intended to protect the best interests of both the City and the West University Piranhas. The MOU has been developed in cooperation with the West University Piranhas President and Board of Directors.

The City Attorney has reviewed and approved the attached MOU as to legal form and appropriateness.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to direct the Director of Parks and Recreation to execute the attached 2017 Memorandum of Understanding between the City of West University Place and the West University Aquatic Club - Piranhas Swim Team.

**MEMORANDUM OF UNDERSTANDING FOR
West University Aquatics Club, Inc. D/B/A West University Piranhas Swim Team
(PROGRAM YEAR 2017– January 1, 2017 through December 31, 2017)**

This memorandum of understanding ("MOU") is made and agreed to by: (1) the CITY OF WEST UNIVERSITY PLACE, TEXAS, a municipality located in Harris County, Texas ("West University") and (2) the WEST UNIVERSITY AQUATICS CLUB, Inc. (WUAC) a Texas non-profit corporation d/b/a West University Piranhas ("West University Piranhas Swim Team"). West University and West University Piranhas Swim Team agree as follows:

Purpose; Program; Liaisons. The purpose of this MOU is to formalize agreements between West University and WUAC relating to a youth summer swim team program ("Program"). Subject to the terms of the licenses and other agreements with West University giving WUAC organizations the right to use the West University Place Recreation Center and the Colonial Park Pool for the Program, WUAC will plan and provide the Program. The Program must meet the following criteria:

- (1) The practices and some swim meets will take place within the West University Place city limits.
- (2) The Program will cover a single season during the Program Year, specifically beginning January 1, 2017 and concluding on December 31, 2017.
- (3) The Program will provide a supervised competitive summer youth swim team for approximately 290 youthful residents of West University and may provide the same supervised program for non-residents.

All Program activities must be conducted or officially sponsored by WUAC so that they will be covered by the liability insurance required by Appendix A, attached hereto and made part hereof.

Liaisons. Until changed by the City Council, the West University Liaison is its Parks & Recreation Director, and the WUAC Liaison is its President.

Program Year; Payments: WUAC agrees to pay West University a sum of \$25.00 for each Non-Resident participant, in the summer swim team program, as identified in their application. Payment is due in-full on or before July 31, 2017 and must be accompanied by a list of the names of the non-resident participants.

Food and Merchandise Sales: WUAC reserves the right to offer for sale and collect the entire proceeds from any such sale, West University Piranhas merchandise, as well as food items, at practices and during meets held at the West University Place Recreation Center. WUAC will be responsible for compliance with applicable laws or regulations relating to any such sales.

Other Terms, Rights And Duties. Other terms, rights and duties are set out in Appendices A and B, and in facility use permits, attached hereto and made part hereof.

Date. This MOU is signed and dated as of **November 14, 2016 and effective January 1, 2017 through December 31, 2017.**

[SIGNATURE PAGE FOLLOWS THIS PAGE]

WEST UNIVERSITY AQUATICS CLUB, INC
d/b/a WEST UNIVERSITY PIRANHAS

CITY OF WEST UNIVERSITY PLACE

Address:

Address:

By: _____

By: _____

Name:

Name:

Title:

Title:

ATTEST/SEAL

ATTEST/SEAL

By: _____

By: _____

Name:

Name:

Title:

Title:

(MOU Signature Page)

Appendix A
(To Accompany MOU)

LIAISON, COOPERATION, PERMITS, ETC.

A.1 *Routine Liaison.* (a) Each party shall designate in writing a person to act as its Liaison under this MOU (the initial Liaison is shown on the signature page of this MOU). Such person shall have authority to transmit notices, receive information and interpret that party's policies and decisions. Such authority shall not extend to changing this MOU or any other item approved by a governing body. Each party will make its Liaison available to meet and confer about matters relating to this MOU, at reasonable times and places.

(b) In addition, WUAC agrees to:

- (1) Attend an annual meeting between the City of West University Place (Parks and Recreation Director and the Recreation Manager), and the WUAC President. The meeting will be hosted by the City and conducted in mid-October of each calendar year for the purpose of reviewing and updating the MOU, and
- (2) provide to the West University Liaison a list of the board members that comprise WUAC (as well as the organization's recycling coordinator; see A.8, below) at the time such information becomes available (the list should include addresses, email addresses, phone numbers, etc.).

A.2. *Special Events.* If the WUAC organization considers sponsoring or providing a tournament, festival or similar event, or any mass gathering, in the West University city limits, WUAC will (i) notify the West University Liaison at the earliest practicable time and (ii) meet and confer with West University officials as may be reasonably requested. If West University facilities will be involved, a separate permit will be required for the special event.

A.3 *Information And Planning Data.* WUAC will provide information available to WUAC, which might assist West University in providing or planning parks and recreation facilities and activities.

A.4 *Basic Liability Coverage.* WUAC will maintain liability insurance in effect at all times during the Program Year. Each policy must list West University (and its officers, agents and employees) as additional insured parties with respect to activities under this MOU. The insurance must have limits of at least **\$1,000,000.00 per occurrence / \$2,000,000.00 aggregate** "Additional insured" coverage must include general liability risks, including both on-going and completed operations.

A.5 *Electronic Marquee, Promotional Banners & City Publications.* West University owns electronic marquee signs near the intersection of University Blvd. and Auden and at 4210 Bellaire Blvd. West University agrees to provide to WUAC a reasonable number of messages, to be used to advertise Program activities only, during the Program Year. WUAC Piranhas Swim Team registration announcement banners will be allowed at two (2) locations within the City, 1) On the wrought-iron fence of Town Center, specifically at the corner of Edloe and University, and 2) On the wrought-iron fence of the West University Place Recreation Center, specifically on the southern side of the fence between the Bellaire Blvd. entrance and the railroad tracks. Banner Size: 8' X 3' Posting Duration: 3 weeks – WUAC will notify the city a minimum of two (2) weeks ahead of all banner installations. West University will publish an informational article and contact information

regarding WUAC leagues and activities in the Parks and Recreation Activity Guide. The guide is published and mailed to all West University residents three times annually.

A.6 Reserved

A.7 *Permits.* (a) The City agrees to issue the attached permit to WUAC to use municipal swimming pools for Program activities during the Program Year.

(b) From time to time, the WUAC organization may request additional permits, including permits that WUAC organization would like to have included in a future MOU for an upcoming Program Year. Such requests should be made by letter submitted to the West University Liaison at the earliest practicable time.

(c) Permits may require the permittee to improve and maintain the identified swimming pools, but the permittee may decline to accept Permits if the terms are unacceptable to the permittee or if any changes made to a Permit by the West University Liaison under (d) below are unacceptable.

(d) All such permits require approval and signature by the City and the permittee. The West University Liaison is authorized to sign such permits and to make reasonable changes in the permits, provided they remain revocable by the City.

(e) Whether included in a permit or not, the permittee agrees to:

- (1) observe and comply with the City's ordinances, rules and regulations applicable to each facility used by the WUAC organization; and
- (2) provide a written copy to each of its coaches at the beginning of each season.

A.8 *Solid Waste; Recycling.* West University will provide routine, residential-level solid waste collection from activities of the WUAC. WUAC will: designate a recycling coordinator, who shall work with the Parks and Recreation Director (or designee) to develop and implement a recycling program for that organization.

A.9 *Termination of Prior Agreements.* All prior agreements between the parties relating to Program activities are terminated by agreement, effective as of the date of this MOU. This does not affect any duties required to be performed before that date.

Appendix B

(To Accompany Interlocal Cooperation MOU)

MISCELLANEOUS PROVISIONS

B.1 *Force Majeure*. Should any party be delayed or hindered in the performance of any of its obligations or duties under this MOU because of a force majeure, then the party so delayed or hindered shall be excused from such delay or hindrance to the extent that it is caused by the force majeure. The term "force majeure", as used in this MOU, includes, without limitation of the generality thereof: acts of God, strikes, lockouts, other personnel disturbances or job actions, acts of the public enemy, laws, regulations, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage or accidents to machinery or equipment, shortages of materials, equipment or supplies, or any other limitations of any party, whether similar to those enumerated or otherwise, which are not within the reasonable control of the party claiming such inability. If a party is affected by strike, lockout or other personnel disturbance or job action, this MOU does not compel the party to acquiesce to any demand or position of any personnel or other party, it being understood that the strike, lockout, disturbance or action would be a force majeure for the duration thereof.

B.2 *Non-Parties*. This MOU shall bind and benefit the parties only (except the agreement to cover West University's officers, agents and employees as additional insured parties). It shall not confer any rights or benefits upon any other party, nor may any other party enforce this MOU or sue for any damages under this MOU.

B.3 *Remedies Limited; Termination*. (a) No party shall terminate its performance under this MOU because of a breach by the other party, unless: (i) the terminating party first delivers an effective notice of breach to the breaching party, (ii) the breach is not cured by the end of the cure period, and (iii) on or before the thirtieth day following the last day of the cure period, the terminating party sends an actual notice of termination setting the final termination date, which date may not be sooner than the tenth day following receipt of the actual termination notice.

(b) To be effective, a notice of breach must: (i) identify the breach, giving enough details for the notified party to understand, investigate and cure, (ii) state the sections and exact provisions of this MOU which have been breached, (iii) state all means of curing the breach known to the party sending the notice, and (iv) designate a cure period of at least 10 days following receipt of the notice of breach. If a breach has already occurred, or if it is continuing in nature, it can be cured by taking reasonable action to prevent a recurrence.

(d) Except as limited by this MOU, all remedies at law or in equity shall remain available to the parties.

B.4 *Entire Agreement*. This MOU contains all the agreements of the parties relating to the subject matter and Program Year hereof, and there are no binding agreements, whether written or oral, among the parties relating to the subject matter and Program Year hereof, except as stated in this MOU. This MOU is the full and final expression of their agreement.

B.5 Waiver; Breaches. No waiver or waivers of any breach (or any series of breaches) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches of any kind, under any circumstances. As used in this MOU, "breach" includes default and all other circumstances in which a party does not perform as required by this MOU.

B.6 Notices and Addresses. (a) Unless otherwise provided in this MOU, any notice, communication, request, reply, or advice (in this MOU, severally and collectively called "notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given: (i) by depositing the same in the United States mail, postpaid as registered or certified mail with return receipt requested, addressed to the party to be notified at the address required by this MOU, or (ii) by physically delivering the same to the chief administrative officer or Liaison of such party. Notice deposited in the mail in the manner described shall be presumed to be received on the third business day following the day it is so deposited. This presumption is rebuttable.

(b) For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as set forth on the signature page. The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by giving at least fifteen days' written notice of the changed address to each other party.

B.7 No Partnership. This MOU shall never be construed to create any partnership or joint venture or to impose any partnership or venture duties upon any of the parties. Each party specifically reserves the right to perform its duties and services by techniques, means and methods of its own choosing, and to cause them to be provided, either alone or in conjunction with other persons or entities. WUAC shall be an independent contractor controlling the details, means, techniques and methods of its work, it being agreed that West University will look only to the results prescribed by this MOU.

B.8 Severability. The provisions of this MOU are severable, and if any provision or part of this MOU or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this MOU to other persons or circumstances shall not be affected thereby.

B.9 Governing Law; Venue. This MOU shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties hereunder shall be performable in Harris County, Texas. Venue shall lie in the appropriate state court in and for Harris County, Texas.

PERMIT

FACILITIES: 1) West University Place Recreation Center (WUPRC), 4210 Bellaire, specifically the indoor swimming pool and surrounding deck and green space located on the property and 2) Colonial Park Swimming Pool (CPP), 4130 Byron, specifically the outdoor pool and surrounding deck and green space located on the property. -, owned by CITY OF WEST UNIVERSITY PLACE, TEXAS (“West University”)

PERMITTEE: West University Aquatics Club, Inc., a Texas non- profit corporation d/b/a West University Piranhas (“Permittee”)

TERM OF PERMIT: From January 1, 2017 through December 31, 2017 unless sooner terminated as provided herein.

PRIORITY USE AREAS: Municipal Swimming Pools, 1) located at the West University Place Recreation Center property, and 2) located at Colonial Park.

PRIORITY USE HOURS:

West University Place Recreation Center (May: TBD, 2017):

Tryouts for Ages 6-10	TBD	TBD	use of 3 lanes
Tryouts for Ages 6-10	TBD	TBD	use of 3 lanes

*City will provide lifeguards for both tryout sessions at the Recreation Center on May TBD, and May TBD, per times listed above. City will absorb lifeguard expenses during tryouts. A minimum of two lifeguards will be required.

West University Place Recreation Center (May: TBD, 2017)

Monday through Thursday	TBD	TBD	use of 6 lanes
Monday through Thursday	TBD	TBD	use of 3 lanes

In the event of inclement weather, or pool failure at Colonial Park Pool the six (6)/three (3) lanes may be decreased as needed for city lessons, contracted lessons, etc. This may mean on some occasions, less than 6 lanes will be available.

*City will provide lifeguards during swim team practices at Recreation Center on days/times listed above. Swim team will pay \$12 per hour, per lifeguard during all swim team practices. A minimum of two lifeguards will be scheduled.

West University Place Recreation Center (May/June: TBD, 2017)

Monday through Thursday	7:00pm-9:00am		use of 8 lanes
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Note: Swim team will not practice on Tuesdays & pool will remain open for Recreation Center members.

In the event of inclement weather, or pool failure at Colonial Park Pool the six (6)/three (3) lanes may be decreased as needed for city lessons, contracted lessons, etc. This may mean on some occasions, less than 6 lanes will be available.

*City will provide lifeguards during swim team practices at Recreation Center on days/times listed above. Swim Team will pay \$12 per hour, per lifeguard during all swim team practices. A minimum of two lifeguards will be scheduled.

Colonial Park Pool (June TBD, 2017)

Friday (Fun Fridays) 7:00am-9:00am use of entire pool

*City will provide lifeguards during Fun Fridays on days/times listed above. City will absorb lifeguard expenses during Fun Fridays. A minimum of four lifeguards will be scheduled.

Swim Meets (close WUPRC pool at 4pm)

- Monday, TBD, 2017 vs. TBD
- Friday, TBD, 2017 vs. TBD
- Monday, TBD, 2017 vs. TBD

*City will provide lifeguards during swim meets on days/times listed above. City will absorb lifeguard expenses during all swim meets. A minimum of two lifeguards will be scheduled.

Other Swim Team Related Events

- TBD, 2017- Swim Suit Try-on Day (use of Multipurpose room 2)
- TBD, 2017- Colonial Park Pool, Swim Team BBQ – 7:00pm-9:00pm
- TBD, 2017 - Swim Team Picture Day

PERMITTED USE:

Subject to all conditions of this Permit, and subject to West University's ordinances, rules and regulations, as amended now or later, West University authorizes the Permittee to use the Facilities during the term of this Permit (all as defined above), for the following activity only: West University Piranhas Youth Summer League Swim Team.

Permittee's use of the Facilities is non-exclusive, to be shared with others. Permittee shall accommodate other authorized users. However, Permittee shall have first-priority use (as to other authorized users, casual users or unauthorized users) of the Priority Use Areas during the Priority Use Hours. Other special events require a separate permit.

All coaches must have a background check on file with the City of West University Place, which will be facilitated by the city's Human Resource Department. The background checks must be completed and on file ahead of the start of the 2017 season and are valid for 365 days. The City will provide the Permittee a form for each coach to complete that will be forwarded to the Human Resources Department.

All swimmers must have a Parks and Recreation activity waiver, signed each year, on file. The activity waivers must be completed and on file ahead of the start of the 2017 season and are valid for 365 days. The City will provide the Permittee a copy of the waiver form that should be given to the participants. It is the responsibility of the Permittee to keep signed waivers current and on file for all participants. In the event the City requests a copy of the waivers, the Permittee must present the requested waiver(s) immediately.

Coaches/employees and volunteers of West University Place Piranhas Swim Team are responsible for following and enforcing city/facility policies. These include but are not limited to: all participants must shower before swimming; all participants must change clothes in designated age appropriate changing

rooms/not on pool deck, keeping parents in designated areas during tryouts, practices and meets, etc.

Any damage to pool area or any aspect of the facility must be reported to the Manager on Duty immediately. Permittee is responsible for repair of any damage during use of pool/facility; Permittee is required to keep work space and areas used, including storage neat and organized at all times.

Staff of the Parks and Recreation Department reserves the right to deny space, or reassign lanes, areas or pools, in order to better facilitate the ratio of room size to group size. Every effort will be made by the City's representative to avoid canceling any confirmed reservation(s). However, situations may arise where a confirmed reservation(s) may have to be canceled.

All instructors and coaches must be certified with American Red Cross Swim Coaches Safety Training. The coach/swimmer ratio will not exceed one (1) coach per twenty-five (25) participants. Permittee must provide adult instructors or coaches with appropriate training, to be present and on duty, supervising the participants. The number of coaches or instructors must comply, at all times, with recommendations of the national governing body of the sanctioning authority for the youth sport in question.

IMPROVEMENTS:

Any pool improvements must be pre-approved by the West University Liaison, prior to any improvements being facilitated.

PERMIT

**GENERAL
CONDITIONS:**

The Permittee shall abide by West University's ordinances, rules and policies for the Facilities, as amended from time to time, and shall cause all participants in its activities to do so. Permittee has inspected the Facilities and accepts it "as is." Permittee shall not cause any unreasonable adverse effect on others, including, for example: effects of noise, vibration, odors, fumes, visual intrusions, flooding, congestion, vehicular traffic, and "spillover" parking of vehicles. Permittee shall not alter the Facilities, except as authorized in this Permit (see improvements and maintenance sections). Permittee shall not cause any nuisance or health hazard. This permit does not grant any property right or vested right of any kind. Either party may end the Term of this Permit

at any time, by giving written notice to the other party. This permit is not assignable.

Public Address System: WUAC will be required to comply with the City's existing Noise Ordinance (including, but not limited to, **Chapter 54 Offenses And Miscellaneous Provisions, Article II. Noise, Section 54-40 Enumeration of specific noises # 2 b)**

City will provide lifeguards during the following Swim Team activities: Tryouts, practices, swim meets, "Fun Fridays" at Colonial Park Pool and the team's end of the year party at Colonial Park Pool. The swim team will pay \$12.00 per hour per lifeguard for lifeguards during May practices and June Practices. The City will pay/absorb costs during Tryouts, Fun Fridays, Swim Meets, and team BBQ party. See below chart.

Activity/Date	WUP Swim Team	City
Tryouts, TBD (May)		City will schedule and pay for lifeguards
May practices, Monday through Thursday, TBD (May)	WUP Swim Team will pay for lifeguards	City will schedule lifeguards
June practices: Monday through Thursday, TBD (June)	WUP Swim Team will pay for lifeguards	City will schedule lifeguards
Fun Fridays: TBD (June)		City will schedule and pay for lifeguards
Swim Meets: TBD (June)		City will schedule and pay for lifeguards
Swim Team BBQ Party: TBD (June)		City will schedule and pay for lifeguards

OTHER CONDITIONS:

This permit is subject to and governed by the Memorandum of Understanding between West University and WUAC, and all of its provisions are incorporated herein by this reference. This permit may only be amended in writing, signed and approved by each party. All provisions continue in effect past termination or expiration of the Term of this permit.

ATTACHMENTS:

Individual arrangements may be made on an as needed basis for WUAC use of meeting rooms, when the meeting rooms are available – not being used for paid programs and activities, specifically at the Colonial Pool Multi-Purpose Room, Community Building and Scout House. No meeting space will be made available at the WUPRC.

PERMIT

SIGNATURES:

WEST UNIVERSITY AQUATICS CLUB, INC
D/B/A WEST UNIVERSITY PIRANHAS

CITY OF WEST UNIVERSITY PLACE

Address:

Address:

By: _____

By: _____

Name:

Name:

Title:

Title:

ATTEST/SEAL: _____

ATTEST/SEAL: _____

Name:

Name:

Title:

Title:

General Information Hand-Out for
WUAC Board of Directors, Coaches and Parents

TEXAS TRANSPORTATION CODE

Sec. 545.302. STOPPING, STANDING, OR *PARKING* PROHIBITED IN CERTAIN PLACES.

(a) An operator may not stop, stand, or *park* a vehicle:

- (1) on the roadway side of a vehicle stopped or *parked* at the edge or curb of a street;
- (2) on a sidewalk;
- (3) in an intersection;
- (4) on a *crosswalk*
- (5) between a safety zone and the adjacent curb or within 30 feet of a place on the curb immediately opposite the ends of a safety zone, unless the governing body of a municipality designates a different length by signs or markings;
- (6) alongside or opposite a street excavation or obstruction if stopping, standing, or *parking* the vehicle would obstruct traffic;
- (7) on a bridge or other elevated structure on a highway or in a highway tunnel;
- (8) on a railroad track; or
- (9) where an official sign prohibits stopping.

(b) An operator may not, except momentarily to pick up or discharge a passenger, stand or *park* an occupied or unoccupied vehicle:

- (1) in front of a public or private driveway;
- (2) within 15 feet of a fire hydrant;
- (3) within 20 feet of a *crosswalk* at an intersection;
- (4) within 30 feet on the approach to a flashing signal, stop sign, yield sign, or traffic-control signal located at the side of a roadway;
- (5) within 20 feet of the driveway entrance to a fire station and on the side of a street opposite the entrance to a fire station within 75 feet of the entrance, if the entrance is properly marked with a sign; or
- (6) where an official sign prohibits standing.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	November 14, 2016	AGENDA ITEM:	3
DATE SUBMITTED:	October 20, 2016	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Tim O'Connor	PRESENTER:	Susan White, Asst., Parks Dir.
SUBJECT:	2017 Memorandum of Understanding between the City of West University Place and the West University Baptist Church		
ATTACHMENTS:	2017 Memorandum of Understanding		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:			
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The City entered its first formal MOU with the West University Baptist Church (WUBC) in 2012. The city had an informal arrangement with WUBC since 1996. The agreement came into being due to the fact that the City needed a gymnasium to conduct adult basketball leagues and the use of the WUBC parking lots on the 3800 block of Milton for its Community Building/Senior Center (CB/SC) program participants, and WUBC needed additional classroom space to conduct their Sunday-School programs. The City has since ceased to offer adult basketball leagues, but continues to rely on use of the WUBC parking lot for our CB/SC patrons. The City allows WUBC free use of the CB/SC space for their Sunday-School programs, but charges a “market rate” janitorial service fee. The City and WUBC enjoy a mutually beneficial partnership. The 2016 MOU has worked quite well and we are recommending no new changes to the document.

The City Attorney has reviewed and approved the attached MOU as to legal form and appropriateness.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to direct the Director of Parks and Recreation to execute the attached 2017 Memorandum of Understanding between the City of West University Place and the West University Baptist Church.

**MEMORANDUM OF UNDERSTANDING FOR
WEST UNIVERSITY BAPTIST CHURCH – COMMUNITY BUILDING USE
(PROGRAM YEAR 2017 – January 1, 2017 through December 31, 2017)**

This memorandum of understanding ("MOU") is made and agreed to by: (1) the CITY OF WEST UNIVERSITY PLACE, TEXAS, a municipality located in Harris County, Texas ("West University") and (2) the WEST UNIVERSITY BAPTIST CHURCH (WUBC) Sunday School Program. West University and WUBC agree as follows:

Purpose; Program; Liaisons. The purpose of this MOU is to formalize agreements between West University and WUBC relating to the use of the Community Building/Senior Center in exchange for the WUBC allowing West University use of their Parking Lot #3 (reference attached Appendix C) Monday through Friday, from 7:30am until 5:30pm, with the exception of Thursday mornings the Program must meet the following criteria:

- (1) The Sunday School activities will take place within the West University Community Building/Senior Center, which includes the four (4) meeting and activity rooms, kitchen and restrooms at 6104 Auden.
- (2) The Program will involve every Sunday during the Program Year - 51 days annually.
- (3) The Program will provide supervised Sunday School activities for youthful and adult residents of West University and may provide these same supervised Sunday School activities for non-residents.
- (4) WUBC will be charged the standard Community Building/Senior Center rental rates for all use outside the approved 7:00am until 2:00pm Sunday use.
- (5) The Annual Fathers and Flashlights date is scheduled in the fall, typically October, and the space will not be available to the church for a Parks and Recreation Department event. West University will provide the date to the WUBC in a prompt fashion.

All Program activities must be conducted or officially sponsored by WUBC so that they will be covered by the liability insurance required by Appendix A, attached hereto and made part hereof.

Liaisons. Until changed by the City Council, the West University Liaison is its Senior Services Manager and the WUBC Liaison is the Facilities Manager. A total of two (2- 4A2) "master keys" to the Community Building/Senior Center will be issued to Associate Pastor, and one of the following keys 4A3, 4A4, 4A5 and 4A6 will also be issued.

- (1) Any lost or stolen keys must be reported to the West University Liaison immediately.
- (2) These key may not be duplicated – additional keys will be issued upon the mutual agreement between West University and WUBC.
- (3) These keys must be tendered to West University upon the termination of this agreement.

Program Year; Payments: WUBC will reimburse West University for the janitorial services that are scheduled to be rendered at the conclusion of their use of the building each Sunday. The fee is subject to change, but is currently **\$68.00 weekly**. West University will bill WUBC for the janitorial services on a quarterly basis. Billing dates: April 1st, July 1st, October 1st and January 1st. Payment is expected to be paid in full on or before the tenth of each identified month.

Other Terms, Rights And Duties. Other terms, rights and duties are set out in Appendices A and B, and in facility use permits, attached hereto and made part hereof.

Date. This MOU is signed and dated as of **November 14, 2016 and effective January 1, 2017 through December 31, 2017.**

[SIGNATURE PAGE FOLLOWS THIS PAGE]

WEST UNIVERSITY BAPTIST CHURCH
Address:

CITY OF WEST UNIVERSITY PLACE
Address:

By: _____

By: _____

Name:

Name:

Title:

Title:

ATTEST/SEAL

ATTEST/SEAL

Name:

Name:

Title:

Title:

(MOU Signature Page)

Appendix A
(To Accompany MOU)

LIAISON, COOPERATION, PERMITS, ETC.

A.1 *Routine Liaison.* (a) Each party shall designate in writing a person to act as its Liaison under this MOU (the initial Liaison is shown on the signature page of this MOU). Such person shall have authority to transmit notices, receive information and interpret that party's policies and decisions. Such authority shall not extend to changing this MOU or any other item approved by a governing body. Each party will make its Liaison available to meet and confer about matters relating to this MOU, at reasonable times and places.

(b) In addition, WUBC agrees to:

- (1) Attend an annual meeting between the City of West University Place (Senior Services Manager and the Parks and Recreation Director), and the WUBC Facilities Manager. The meeting will hosted by the City and conducted in mid-August of each calendar year for the purpose of reviewing and updating the MOU, and
- (2) provide to the West University Liaison a list of the WUBC employees who are in charge for the Sunday School program at the time such information becomes available (the list should include addresses, email addresses, phone numbers, etc.).

A.2. *Special Events.* If WUBC considers sponsoring or providing a festival or similar event, or any mass gathering, in the West University Community Building/Senior Center, WUBC will cause the appropriate WUBC employee to: (i) notify the West University Liaison at the earliest practicable time and (ii) meet and confer with West University officials as may be reasonably requested. If West University facilities will be involved, a separate permit will be required for the special event.

A.3 *Information And Planning Data.* WUBC will provide information available to them that might assist West University in providing or planning parks and recreation facilities and activities.

A.4 *Basic Liability Coverage.* Except as provided below, WUBC will maintain liability insurance in effect at all times during the Program Year. If WUBC does not itself maintain such insurance, it shall cause the Sunday School program organization to maintain such insurance and list WUBC (and its officers agents and employees) as additional insured parties. Each policy must list West University (and its officers, agents and employees) as additional insured parties with respect to activities under this MOU. The insurance must have limits of at least **\$1,000,000 per occurrence / \$2,000,000.00 aggregate**. "Additional insured" coverage must include general liability risks, including both on-going and completed operations. Individual permits (see the attached form) may require additional coverages and features.

A.5 *Reserved*

A.6 *Permits.* (a) The City agrees to issue the attached permit to WUBC to use the Community Building/Senior Center for Program activities during the Program Year.

(b) From time to time, WUBC may request additional permits, including permits that WUBC would like to have included in a future MOU for an upcoming Program Year. Such requests should be made by letter submitted to the West University Liaison at the earliest practicable time. In the case of permits for the use of the Community Building/Senior Center, requests for an upcoming year should:

- (1) Fall/Winter schedules due on or before September 1 of each year, and the Spring/Summer schedules due on or before January 1 of each year.
- (2) Identify the proposed uses, including the days and times requested,
- (3) Provide additional information as the West University Liaison may reasonably request.

(c) Permits will require the permittee to maintain the Community Building/Senior Center, but the permittee may decline to accept Permits if the terms are unacceptable to the permittee or if any changes made to a Permit by the West University Liaison under (d) below are unacceptable.

(d) All such permits require approval and signature by the City and the permittee. The West University Liaison is authorized to sign such permits and to make reasonable changes in the permits, provided they remain revocable by the City.

(e) Whether included in a permit or not, the permittee agrees to:

- (1) observe and comply with the City's ordinances, rules and regulations applicable to each facility used by WUBC; and
- (2) provide a written copy to each WUBC employee assigned to work at this facility.

A.8 *Solid Waste; Recycling.* West University will provide routine, residential-level solid waste collection from activities of WUBC. WUBC will make every reasonable effort to recycle all materials used in facilitating the programs and activities they conduct at the Community Building/Senior Center.

A.9 *Termination of Prior Agreements.* All prior agreements between the parties relating to Program activities are terminated by agreement, effective as of the date of this MOU. This does not affect any duties required to be performed before that date.

Appendix B

(To Accompany Interlocal Cooperation MOU)

MISCELLANEOUS PROVISIONS

B.1 *Force Majeure*. Should any party be delayed or hindered in the performance of any of its obligations or duties under this MOU because of a force majeure, then the party so delayed or hindered shall be excused from such delay or hindrance to the extent that it is caused by the force majeure. The term "force majeure", as used in this MOU, includes, without limitation of the generality thereof: acts of God, strikes, lockouts, other personnel disturbances or job actions, acts of the public enemy, laws, regulations, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage or accidents to machinery or equipment, shortages of materials, equipment or supplies, or any other limitations of any party, whether similar to those enumerated or otherwise, which are not within the reasonable control of the party claiming such inability. If a party is affected by strike, lockout or other personnel disturbance or job action, this MOU does not compel the party to acquiesce to any demand or position of any personnel or other party, it being understood that the strike, lockout, disturbance or action would be a force majeure for the duration thereof.

B.2 *Non-Parties*. This MOU shall bind and benefit the parties only (except the agreement to cover West University's officers, agents and employees as additional insured parties). It shall not confer any rights or benefits upon any other party, nor may any other party enforce this MOU or sue for any damages under this MOU.

B.3 *Remedies Limited; Termination*. (a) No party shall terminate its performance under this MOU because of a breach by the other party, unless: (i) the terminating party first delivers an effective notice of breach to the breaching party, (ii) the breach is not cured by the end of the cure period, and (iii) on or before the thirtieth day following the last day of the cure period, the terminating party sends an actual notice of termination setting the final termination date, which date may not be sooner than the tenth day following receipt of the actual termination notice.

(b) To be effective, a notice of breach must: (i) identify the breach, giving enough details for the notified party to understand, investigate and cure, (ii) state the sections and exact provisions of this MOU which have been breached, (iii) state all means of curing the breach known to the party sending the notice, and (iv) designate a cure period of at least 30 days following receipt of the notice of breach. If a breach has already occurred, or if it is continuing in nature, it can be cured by taking reasonable action to prevent a recurrence.

(c) If a dispute or disagreement arises out of this MOU, the parties agree to use reasonable best efforts to settle it in a just and equitable manner, recognizing their mutual interests. They agree to pursue the following steps:

- (1) They will meet and confer within ten days of a request to do so.
- (2) If no settlement is reached, they will next exchange lists of possible approaches to resolve the dispute or disagreement. The exchange will be simultaneous, and it must occur within ten days following a request. Each party will list as many approaches as it can reasonably imagine that would be agreeable. The parties are encouraged to be creative and flexible in developing possible approaches.

- (3) Within ten days following the exchange, they will again meet and confer. If no settlement is reached, any party may submit the matter for mediation, and all affected parties will participate and try in good faith to settle. Unless they otherwise agree, the mediation will be administered by the American Arbitration Association under its Commercial Mediation Rules.

Neither party may commence legal action to interpret or enforce this MOU against the other party until the commencing party has followed the mediation procedures set out above. This does not prohibit a party from filing such proceedings to prevent the running of a statute of limitations or other tolling rule, provided that the party continues pursuing the steps required by this subsection.

(d) **WEST UNIVERSITY SHALL NEVER BE OBLIGATED TO PAY ANY MORE MONEY--IN CONNECTION WITH THIS MOU OR THE PROGRAM--THAN THE AMOUNT CERTIFIED AS BUDGETED AND UNENCUMBERED ON THE SIGNATURE PAGE. THIS APPLIES TO AND LIMITS ALL PAYMENTS, CLAIMS, LIABILITIES, LOSSES AND DAMAGES, REGARDLESS OF CAUSE OR ORIGIN, WHETHER FROM CONTRACT OR TORT, PERFORMANCE OR NONPERFORMANCE, OR FROM STRICT LIABILITY OR NEGLIGENCE, ACTIVE OR OTHERWISE, OF WEST UNIVERSITY OR ITS OFFICERS, AGENTS OR EMPLOYEES.**

(e) Except as limited by this MOU, all remedies at law or in equity shall remain available to the parties.

B.4 Entire Agreement. This MOU contains all the agreements of the parties relating to the subject matter and Program Year hereof, and there are no binding agreements, whether written or oral, among the parties relating to the subject matter and Program Year hereof, except as stated in this MOU. This MOU is the full and final expression of their agreement.

B.5 Waiver; Breaches. No waiver or waivers of any breach (or any series of breaches) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches of any kind, under any circumstances. As used in this MOU, "breach" includes default and all other circumstances in which a party does not perform as required by this MOU.

B.6 Notices and Addresses. (a) Unless otherwise provided in this MOU, any notice, communication, request, reply, or advice (in this MOU, severally and collectively called "notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given: (i) by depositing the same in the United States mail, postpaid as registered or certified mail with return receipt requested, addressed to the party to be notified at the address required by this MOU, or (ii) by physically delivering the same to the chief administrative officer or Liaison of such party. Notice deposited in the mail in the manner described shall be presumed to be received on the third business day following the day it is so deposited. This presumption is rebuttable.

(b) For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as set forth on the signature page. The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by giving at least fifteen days' written notice of the changed address to each other party.

B.7 *No Partnership.* This MOU shall never be construed to create any partnership or joint venture or to impose any partnership or venture duties upon any of the parties. Each party specifically reserves the right to perform its duties and services by techniques, means and methods of its own choosing, and to cause them to be provided, either alone or in conjunction with other persons or entities. Tri-Sports shall be an independent contractor controlling the details, means, techniques and methods of its work, it being agreed that West University will look only to the results prescribed by this MOU.

B.8 *Severability.* The provisions of this MOU are severable, and if any provision or part of this MOU or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this MOU to other persons or circumstances shall not be affected thereby.

B.9 *Governing Law; Venue.* This MOU shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties hereunder shall be performable in Harris County, Texas. Venue shall lie in the appropriate state court in and for Harris County, Texas.

PERMIT

- FACILITIES:** Community Building/Senior Center, 6104 Auden, owned by CITY OF WEST UNIVERSITY PLACE, TEXAS ("West University).
- PERMITTEE:** West University Baptist Church ("Permittee")
- TERM OF PERMIT:** From January 1, 2017 through December 31, 2017, unless sooner terminated as provided herein.
- PRIORITY USE AREAS:** All meeting and activity rooms, kitchen, restrooms and hallways/general congregant areas.
- PRIORITY USE HOURS:** **Every Sunday from 7:00am until 2:00pm**
- EXCEPTIONS:** **City Functions such as Fathers and Flashlights take priority!**
- PERMITTED USE:** Subject to all conditions of this Permit, and subject to West University's ordinances, rules and regulations, as amended now or later, West University authorizes the Permittee to use the Facilities during the term of this Permit (all as defined above), for the following activity only: WUBC Sunday School program.
- Permittee's use of the Facilities is exclusive. City reserves the right to schedule the use of the facilities for the purpose of city related special events and activities. All such use will be negotiated a minimum of sixty (60) days in advance, as to not disrupt the normal WUBC activities. However, Permittee shall have first-priority use (as to other authorized users, casual users or unauthorized users) of the Priority Use Area during the Priority Use Hours. All other special events require a separate permit.
- PERMITTED USE:** Permittee must provide adult instructors with appropriate training, to be present and on duty, supervising the participants. The number of instructors must comply, at all times, with recommendations of the governing body of the WUBC.
- IMPROVEMENTS:** Any facility improvements must be pre-approved by the West University Liaison prior to any improvements being facilitated.

PERMIT

- MAINTENANCE:** Permittee shall perform the following maintenance activities: Permittee shall be responsible for the general care and maintenance of the facility, all furniture and fixtures in the facility that they incorporate during the course of their use, properly dispose of all waste generated by their use and reporting any maintenance issues involving the kitchen, restrooms, lighting systems and HVAC systems to the West University Liaison.

**GENERAL
CONDITIONS:**

The Permittee shall abide by West University's ordinances, rules and policies for the Facilities, as amended from time to time, and shall cause all participants in its activities to do so. Permittee is responsible for all persons it invites or admits to the Facilities, and Permittee will pay for any losses or damages caused by them (or by Permittee). Permittee has inspected the Facilities and accepts it "as is." Permittee shall not cause any unreasonable adverse effect on others, including, for example: effects of noise, vibration, odors, fumes, visual intrusions, flooding, congestion, vehicular traffic, and "spillover" parking of vehicles. Permittee shall not alter the Facilities, except as authorized in this Permit (see improvements and maintenance sections). Permittee shall not cause any nuisance or health hazard. This permit does not grant any property right or vested right of any kind. Either party may end the Term of this Permit at any time, by giving written notice to the other party. This permit is not assignable.

**OTHER
CONDITIONS:**

This permit is subject to and governed by the Memorandum of Understanding between West University and WUBC, and all of its provisions are incorporated herein by this reference. This permit may only be amended in writing, signed and approved by each party. All provisions continue in effect past termination or expiration of the Term of this permit.

ATTACHMENTS:

PERMIT

SIGNATURES:

WEST UNIVERSITY BAPTIST CHURCH
Address:

CITY OF WEST UNIVERSITY PLACE
Address:

By: _____
Name:

Title:

By: _____
Name:

Title:

ATTEST/SEAL: _____
Name:

Title:

ATTEST/SEAL: _____
Name:

Title:

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	November 14, 2016	AGENDA ITEM:	4
DATE SUBMITTED:	October 20, 2016	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Tim O'Connor Gregg Thompson	PRESENTER:	Susan White, Asst Parks Dir. And Gregg Thompson, Tri-Sports President
SUBJECT:	2017 Memorandum of Understanding between the City of West University Place and the West University Tri-Sports Association		
ATTACHMENTS:	2017 Memorandum of Understanding		
EXPENDITURE REQUIRED:			\$125,000.00
AMOUNT BUDGETED:			\$125,000.00
ACCOUNT NO.:			101-6010-74130 (Tri-Sports)
ADDITIONAL APPROPRIATION REQUIRED:			N/A
ACCOUNT NO.:			N/A

EXECUTIVE SUMMARY

City Council historically approves the annual Memorandum Of Understanding (MOU) between the City of West University Place and the Tri-Sports Association. The attached MOU clearly defines the roles and expectations of the two entities and is intended to protect the best interests of both the City and Tri-Sports. **Please note that the attached Memorandum of Understanding is for the period beginning January 1, 2017 and concluding on December 31, 2017.**

Notable changes for 2017:

1. Third year of the city's Annual Payment to Tri-Sports being \$125,000.00. This annual payment will remain the same through 2019. Both parties will meet and assess the payment structure during the City's 2020 Budget preparation process, June/July of 2019.
2. Tri-Sports facilitated improvements to the backstop on the northernmost baseball field at the West University Place Recreation Center. The scope of improvements and the design and materials used were consistent with the exterior finishes of the WUP Recreation Center and the improvements, as mutually agreed upon by both the City and Tri-Sports. Tri-Sports fully funded and facilitated these improvements this past summer.

The City Attorney has reviewed and approved the attached MOU as to legal form and appropriateness.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to direct the Director of Parks and Recreation to execute the attached 2017 Memorandum of Understanding between the City of West University Place and the West University Tri-Sports Association

**MEMORANDUM OF UNDERSTANDING FOR
YOUTH SPORTS PROGRAM
(PROGRAM YEAR 2017 – January 1st through December 31, 2017)**

This memorandum of understanding ("MOU") is made and agreed to by: (1) the CITY OF WEST UNIVERSITY PLACE, TEXAS, a municipality located in Harris County, Texas ("West University") and (2) the WEST UNIVERSITY TRI-SPORTS ASSOCIATION, a Texas non-profit corporation ("Tri-Sports"). West University and Tri-Sports agree as follows:

Purpose; Program; Liaisons. The purpose of this MOU is to formalize agreements between West University and Tri-Sports relating to a youth sports program ("Program"). Subject to the terms of the licenses and other agreements with HISD or West University giving Tri-Sports or any of its member organizations the right to use fields or land for the Program, Tri-Sports will plan and provide the Program. The Program must meet the following criteria:

- (1) The primary activities will take place within and near the West University city limits, which includes the area at Stella Link and West Bellfort known as the "South Campus" and the Pershing Junior High School Campus
- (2) The Program will cover at least three seasons during the Program Year.
- (3) The Program will provide supervised baseball, softball and soccer for at least 1,000 youthful residents of West University and may provide these same supervised sports for non-residents.

All Program activities must be conducted or officially sponsored by Tri-Sports or one of its member organizations so that they will be covered by the liability insurance required by Appendix A, attached hereto and made part hereof.

Liaisons. Until changed by the City Council, the West University Liaison is its Parks & Recreation Director, and the Tri-Sports Liaison is its President.

Program Year; Payments: **\$125,000.00 NOTE: Both parties have agreed that the city's annual payment to Tri-Sports will remain at \$125,000.00 through at least 2019. Both parties will meet and assess the payment structure during the city's 2020 Budget preparation process, June/July of 2019.**

Other Terms, Rights And Duties. Other terms, rights and duties are set out in Appendices A and B, and in facility use permits, attached hereto and made part hereof .

Date. This MOU is signed and dated as of **November 14, 2016 and effective January 1, 2017 through December 31, 2017.**

[SIGNATURE PAGE FOLLOWS THIS PAGE]

WEST UNIVERSITY TRI-SPORTS
ASSOCIATION
Address:

CITY OF WEST UNIVERSITY PLACE
Address:

By: _____

By: _____

Name: Gregg Thompson

Name: Susan White

Title: Tri-Sports President

Title: Assistant Parks and Recreation Director

ATTEST/SEAL

ATTEST/SEAL

Name:

Name:

Title:

Title:

I Hereby Certify that the \$125,000.00 Payment to Tri-Sports is Budgeted and Unencumbered

By: _____

Rhonda Daugherty, Finance Director
City of West University Place, Texas

(MOU Signature Page)

Appendix A
(To Accompany MOU)

LIAISON, COOPERATION, PERMITS, ETC.

A.1 *Routine Liaison.* (a) Each party shall designate in writing a person to act as its Liaison under this MOU (the initial Liaison is shown on the signature page of this MOU). Such person shall have authority to transmit notices, receive information and interpret that party's policies and decisions. Such authority shall not extend to changing this MOU or any other item approved by a governing body. Each party will make its Liaison available to meet and confer about matters relating to this MOU, at reasonable times and places.

(b) In addition, Tri-Sports agrees to:

- (1) Attend an annual meeting between the City of West University Place (~~City Manager, (Parks and Recreation Director and the General Services Superintendent) the Assistant Public Works Director~~), the Tri-Sports Executive Board and the West University Elementary School Principal. The meeting will be hosted by the City and conducted in mid-September of each calendar year for the purpose of reviewing and updating the MOU, and
- (2) provide to the West University Liaison a list of the League Presidents of each of the three member organizations that comprise Tri-Sports at the time such information becomes available (the list should include addresses, email addresses, phone numbers, etc.).

A.2. *Special Events.* If one of the Tri-Sports member organizations considers sponsoring or providing a tournament, festival or similar event, or any mass gathering, in the West University city limits, Tri-Sports will cause such member organization to: (i) notify the West University Liaison at the earliest practicable time and (ii) meet and confer with West University officials as may be reasonably requested. If West University facilities (or the HISD Licensed Area) will be involved, a separate permit will be required for the special event.

A.3 *Information And Planning Data.* Tri-Sports will provide information available to Tri-Sports, which might assist West University in providing or planning parks and recreation facilities and activities.

A.4 *Basic Liability Coverage.* Except as provided below, Tri-Sports will maintain liability insurance in effect at all times during the Program Year. If Tri-Sports does not itself maintain such insurance, it shall cause each member organization to maintain such insurance and list Tri-Sports (and its officers agents and employees) as additional insured parties. Each policy must list West University (and its officers, agents and employees) as additional insured parties with respect to activities under this MOU. The insurance must have limits of at least **\$1,000,000 per occurrence/ \$2,000,000 aggregate**. "Additional insured" coverage must include general liability risks, including both on-going and completed operations. Individual permits (see the attached form) may require additional coverages and features.

A.5 *Electronic Marquee, Promotional Banners & City Publications.* West University owns a total of three (3) electronic marquees; one near the intersection of University Blvd. and Auden, one in front of the Community Building/Senior Center at 6104 Auden and one at the West University Place Recreation Center at 4210 Bellaire. West University agrees to provide to Tri-Sports a reasonable number of messages, to be used to advertise Program activities only, during the Program Year. Tri-Sport youth sports registration announcement banners will be allowed at two (2) locations within the City, 1) On the wrought-iron fence of Town Center, specifically at the corner of Edloe and University, and 2) On the wrought-iron fence of the West University Recreation Center, specifically on the southern side of the fence between the Bellaire Blvd. entrance and the railroad tracks. Banner Size: 8' X 3' Posting Duration: 3 weeks – Tri-Sports will notify the city a minimum of two (2) weeks ahead of all banner installations. West University will publish an informational article and contact information regarding Tri-Sports leagues and activities in the Parks and Recreation Activity Guide. The guide is published and mailed to all West University residents three times annually.

A.6 Reserved

A.7 *Permits.* (a) The City agrees to issue the attached permit to Tri-Sports to use field areas for Program activities during the Program Year.

(b) From time to time, Tri-Sports or a Tri-Sports member organization may request additional permits, including permits that Tri-Sports or such organization would like to have included in a future MOU for an upcoming Program Year. Such requests should be made by letter submitted to the West University Liaison at the earliest practicable time. In the case of permits for the use of the West University Recreation Center, requests for an upcoming year should:

- (1) Fall schedules due on or before September 1 of each year, and the Spring/Summer schedules due on or before January 1 of each year.
- (2) Identify the proposed uses, including the days and times requested,
- (3) Describe any proposed improvements to the facilities and the dates when the work could occur, and
- (4) Provide additional information as the West University Liaison may reasonably request.

(c) Permits may require the permittee to improve and maintain the affected field areas, but the permittee may decline to accept Permits if the terms are unacceptable to the permittee or if any changes made to a Permit by the West University Liaison under (d) below are unacceptable.

(d) All such permits require approval and signature by the City and the permittee. The West University Liaison is authorized to sign such permits and to make reasonable changes in the permits, provided they remain revocable by the City.

(e) Whether included in a permit or not, the permittee agrees to:

- (1) observe and comply with the City's ordinances, rules and regulations applicable to each facility used by a Tri-Sports organization; and
- (2) provide a link to the appropriate city webpage to each team manager at the beginning of each season.

A.8 *Solid Waste; Recycling.* West University will provide routine, residential-level solid waste collection from activities of Tri-Sports. Tri-Sports will: (i) prepare and place waste for collection as prescribed by the West University ~~Public Works Director~~ **General Services Superintendent**, and (ii) separate recycling materials and place them for collection, as prescribed by the West University ~~Public Works Director~~ **General Services Superintendent**. Tri-Sports shall cause each of its member organizations to designate a single point of contact for each Tri-Sports sanctioned baseball, girls softball and soccer league, who shall work with the ~~Public Works Director~~ **General Services Superintendent** (or designee) to develop and implement a solid waste pick-up and recycling program for that organization.

A.9 *Termination of Prior Agreements.* All prior agreements between the parties relating to Program activities are terminated by agreement, effective as of the date of this MOU. This does not affect any duties required to be performed before that date.

Appendix B

(To Accompany Interlocal Cooperation MOU)

MISCELLANEOUS PROVISIONS

B.1 *Force Majeure.* Should any party be delayed or hindered in the performance of any of its obligations or duties under this MOU because of a force majeure, then the party so delayed or hindered shall be excused from such delay or hindrance to the extent that it is caused by the force majeure. The term "force majeure", as used in this MOU, includes, without limitation of the generality thereof: acts of God, strikes, lockouts, other personnel disturbances or job actions, acts of the public enemy, laws, regulations, orders of any kind of the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage or accidents to machinery or equipment, shortages of materials, equipment or supplies, or any other limitations of any party, whether similar to those enumerated or otherwise, which are not within the reasonable control of the party claiming such inability. If a party is affected by strike, lockout or other personnel disturbance or job action, this MOU does not compel the party to acquiesce to any demand or position of any personnel or other party, it being understood that the strike, lockout, disturbance or action would be a force majeure for the duration thereof.

B.2 *Non-Parties.* This MOU shall bind and benefit the parties only (except the agreement to cover West University's officers, agents and employees as additional insured parties). It shall not confer any rights or benefits upon any other party, nor may any other party enforce this MOU or sue for any damages under this MOU.

B.3 *Remedies Limited; Termination.* (a) No party shall terminate its performance under this MOU because of a breach by the other party, unless: (i) the terminating party first delivers an effective notice of breach to the breaching party, (ii) the breach is not cured by the end of the cure period, and (iii) on or before the thirtieth day following the last day of the cure period, the terminating party sends an actual notice of termination setting the final termination date, which date may not be sooner than the tenth day following receipt of the actual termination notice.

(b) To be effective, a notice of breach must: (i) identify the breach, giving enough details for the notified party to understand, investigate and cure, (ii) state the sections and exact provisions of this MOU which have been breached, (iii) state all means of curing the breach known to the party sending the notice, and (iv) designate a cure period of at least 30 days following receipt of the notice of breach. If a breach has already occurred, or if it is continuing in nature, it can be cured by taking reasonable action to prevent a recurrence.

(c) If a dispute or disagreement arises out of this MOU, the parties agree to use reasonable best efforts to settle it in a just and equitable manner, recognizing their mutual interests. They agree to pursue the following steps:

- (1) They will meet and confer within ten days of a request to do so.
- (2) If no settlement is reached, they will next exchange lists of possible approaches to resolve the dispute or disagreement. The exchange will be simultaneous, and it must occur within ten days following a request. Each party will list as many approaches as it can reasonably imagine that would be agreeable. The parties are encouraged to be creative and flexible in developing possible approaches.
- (3) Within ten days following the exchange, they will again meet and confer. If no settlement is reached, any party may submit the matter for mediation, and all affected parties will participate and try in good faith to settle. Unless they otherwise agree, the mediation will be administered by the American Arbitration Association under its Commercial Mediation Rules.

Neither party may commence legal action to interpret or enforce this MOU against the other party until the commencing party has followed the mediation procedures set out above. This does not prohibit a party from filing such proceedings to prevent the running of a statute of limitations or other tolling rule, provided that the party continues pursuing the steps required by this subsection.

(d) WEST UNIVERSITY SHALL NEVER BE OBLIGATED TO PAY ANY MORE MONEY--IN CONNECTION WITH THIS MOU OR THE PROGRAM--THAN THE AMOUNT CERTIFIED AS BUDGETED AND UNENCUMBERED ON THE SIGNATURE PAGE. THIS APPLIES TO AND LIMITS ALL PAYMENTS, CLAIMS, LIABILITIES, LOSSES AND DAMAGES, REGARDLESS OF CAUSE OR ORIGIN, WHETHER FROM CONTRACT OR TORT, PERFORMANCE OR NONPERFORMANCE, OR FROM STRICT LIABILITY OR NEGLIGENCE, ACTIVE OR OTHERWISE, OF WEST UNIVERSITY OR ITS OFFICERS, AGENTS OR EMPLOYEES.

(e) Except as limited by this MOU, all remedies at law or in equity shall remain available to the parties.

B.4 Entire Agreement. This MOU contains all the agreements of the parties relating to the subject matter and Program Year hereof, and there are no binding agreements, whether written or oral, among the parties relating to the subject matter and Program Year hereof, except as stated in this MOU. This MOU is the full and final expression of their agreement.

B.5 Waiver; Breaches. No waiver or waivers of any breach (or any series of breaches) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches of any kind, under any circumstances. As used in this MOU, "breach" includes default and all other circumstances in which a party does not perform as required by this MOU.

B.6 Notices and Addresses. (a) Unless otherwise provided in this MOU, any notice, communication, request, reply, or advice (in this MOU, severally and collectively called "notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given: (i) by depositing the same in the United States mail, postpaid as registered or certified mail with return receipt requested, addressed to the party to be notified at the address required by this MOU, or (ii) by physically delivering the same to the chief administrative officer or Liaison of such party. Notice deposited in the mail in the manner described shall be presumed to be received on the third business day following the day it is so deposited. This presumption is rebuttable.

(b) For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as set forth on the signature page. The parties shall have the right from time to time and at any time to change their respective addresses, and each shall have the right to specify as its address any other address by giving at least fifteen days' written notice of the changed address to each other party.

B.7 No Partnership. This MOU shall never be construed to create any partnership or joint venture or to impose any partnership or venture duties upon any of the parties. Each party specifically reserves the right to perform its duties and services by techniques, means and methods of its own choosing, and to cause them to be provided, either alone or in conjunction with other persons or entities. Tri-Sports shall be an independent contractor controlling the details, means, techniques and methods of its work, it being agreed that West University will look only to the results prescribed by this MOU.

B.8 Severability. The provisions of this MOU are severable, and if any provision or part of this MOU or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this MOU to other persons or circumstances shall not be affected thereby.

B.9 Governing Law; Venue. This MOU shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties hereunder shall be performable in Harris County, Texas. Venue shall lie in the appropriate state court in and for Harris County, Texas.

PERMIT

FACILITIES: 1) West University Place Recreation Center (WUPRC), 4210 Bellaire, Specifically the Athletic Fields located on the west side of the property, owned by CITY OF WEST UNIVERSITY PLACE, TEXAS ("West University"), 2) The Houston Independent School Districts West University Elementary campus, specifically the designated out-of-door athletic field areas (reference the attached Renewal and Extension of License Agreement between HISD, City of WUP and West University Tri-Sports Association, inclusive of Exhibit A). This Agreement specifically identifies the Paul Wallin Field and the Randy Bullard Field as a realigned area licensed or leased by West University Little League.

PERMITTEE: [West University Tri-Sports Association, a Texas non- profit corporation ("Permittee")

TERM OF PERMIT: From January 1, 2017 through December 31, 2017, unless sooner terminated as provided herein.

PRIORITY USE AREAS: Athletic Fields, 1) located on the west side of the West University Place Recreation Center property, and the batting cages to be located outdoors on the southwest corner of the West University Place Recreation Center property and 2) located on the campus of the West University Elementary School campus.

PRIORITY USE HOURS: Weekdays (except holidays), from 3:30pm to 10:00pm during the regularly scheduled Youth Softball, Youth Baseball and Youth Soccer seasons.

Saturdays from 8:00am to 10:00pm during the regularly scheduled Youth Softball, Youth Baseball and Youth Soccer seasons.

Sundays and holidays from 9:00am to 10:00pm during the regularly scheduled Youth Softball, Youth Baseball and Youth Soccer seasons.

EXCEPTIONS: The following six (6) dates involve city sponsored programs that will require the use of the athletic fields during the identified times:

Saturday, 2017 Date TBD – City’s Easter Festival: 6:00am until 12:00pm

WU Piranhas Swim Meets, four (4) 2017 meets total, 3pm until 10pm TBD

Fathers & Flashlights Event on WUE Campus – Date TBD

PERMITTED USE: Subject to all conditions of this Permit, and subject to West University's ordinances, rules and regulations, as amended now or later, West University authorizes the Permittee to use the Facilities during the term of this Permit (all as defined above), for the following activity only: Youth Softball, Youth Baseball and Youth Soccer.

Permittee's use of the Facilities is non-exclusive, to be shared with others. Permittee shall accommodate other authorized users. City reserves the right to schedule the use of the facilities for the purpose of city related special events and activities, including but not limited to the following: Annual ~~Meet The City Day~~ and Easter Eggstravaganza, ~~Home~~ West University Aquatics **(Piranhas) "home"** Swim Meets, Annual Fathers and Flashlights Urban Camping Program. ~~and teen and adult co-recreational softball leagues and tournaments.~~ All such use will be negotiated a minimum of sixty (60) days in advance, as to not disrupt the normal Tri-Sports activities. However, Permittee shall have first-priority use (as to other authorized users, casual users or unauthorized users) of the Priority Use Area during the Priority Use Hours. Tournaments, meets and other special events require a separate permit.

PERMITTED USE: Permittee must provide adult instructors or coaches with appropriate training, to be present and on duty, supervising the participants. The number of coaches or instructors must comply, at all times, with recommendations of the national governing body of the sanctioning authority for the youth sport in question.

IMPROVEMENTS: Any field improvements must be pre-approved by the West University Liaison, prior to any improvements being facilitated.

Tri-Sports facilitated improvements to the northwest field backstop and dugouts on the baseball fields at the West University Place Recreation Center this Spring. *The Scope of Improvements and* the design and materials were consistent with the exterior finishes of the WUP Recreation Center and the improvements, as mutually agreed upon by both the City and Tri-Sports.

PERMIT

- MAINTENANCE:** Permittee shall perform the following maintenance activities: Permittee shall be responsible for the mowing, trimming, top-dressing, fertilization, overseeding, aeration and field surface modifications and shall be responsible for the purchase, installation and maintenance of soccer goals, softball backdrops, field lighting systems, field irrigation systems and batting cages located in the priority use area.
- GENERAL CONDITIONS:** The Permittee shall abide by West University's ordinances, rules and policies for the Facilities, as amended from time to time, and shall cause all participants in its activities to do so. Permittee is responsible for all persons it invites or admits to the Facilities, and Permittee will pay for any losses or damages caused by them (or by Permittee). Permittee has inspected the Facilities and accepts it "as is." Permittee shall not cause any unreasonable adverse effect on others, including, for example: effects of noise, vibration, odors, fumes, visual intrusions, flooding, congestion, vehicular traffic, and "spillover" parking of vehicles. Permittee shall not alter the Facilities, except as authorized in this Permit (see improvements and maintenance sections). Permittee shall not cause any nuisance or health hazard. This permit does not grant any property right or vested right of any kind. Either party may end the Term of this Permit at any time, by giving written notice to the other party. This permit is not assignable.
- Public Address System: Tri-Sports will be required to comply with the City's existing Noise Ordinance (including, but not limited to, **Chapter 54 Offenses And Miscellaneous Provisions, Article II. Noise, Section 54-40 Enumeration of specific noises # 2 b)**
- Field Lighting Systems: The use of the field lights may not go beyond 10:00pm during regular league play, unless otherwise authorized by the City Liaison; provided however, that during the Little League Baseball summer all-star tournaments, no new inning shall begin after midnight. Such authorizations will be typically restricted to post season tournaments. Tri-Sports will provide the city liaison with the phone access code to the lighting systems at the WU Elementary School and the WUP Recreation Center.
- OTHER CONDITIONS:** This permit is subject to and governed by the Memorandum of Understanding between West University and Tri-Sports, and all of its provisions are incorporated herein by this reference. This permit may only be amended in writing, signed and approved by each party. All provisions continue in effect past termination or expiration of the Term of this permit.
- ATTACHMENTS:** Individual arrangements may be made on an as needed basis for Tri-Sports use of meeting rooms, when the meeting rooms are available – not being used for paid programs and activities, specifically at the Community Building, Scout House and the West University Place Recreation Center.

PERMIT

SIGNATURES:

WEST UNIVERSITY TRI-SPORTS
ASSOCIATION
Address:

CITY OF WEST UNIVERSITY PLACE
Address:

By: _____

By: _____

Name: Gregg Thompson

Name: Susan White

Title: Tri-Sports President

Title: Asst. Parks and Recreation Director

ATTEST/SEAL: _____

ATTEST/SEAL: _____

Name:

Name:

Title:

Title:

FUTURE AGENDA ITEMS

Shaded items are on immediate agenda

11/07/16	Approving Friends Board Appointment	Matters related to are resolution appointing Jessica Newell to position 17 on the Friends of West U Parks Fund Board. <i>Recommended Action: Approve resolution appointing Jessica Newell to Position 17 of the Friends of West U Parks Fund Board. Ms. Donna LaMond, Friends Director</i>
11/07/16	West U Aquatics MOU	Matters related to a 2017 Memorandum of Understanding between the City of West University Place and West University Aquatics. <i>Recommended Action: Approve Memorandum of Understanding. Mr. Tim O'Connor, Parks and Recreation Director</i>
11/07/16	West U Baptist Church MOU	Matters related to a 2017 Memorandum of Understanding between the City of West University Place and West University Baptist Church. <i>Recommended Action: Approve Memorandum of Understanding. Mr. Tim O'Connor, Parks and Recreation Director</i>
11/07/16	Tri-Sports MOU	Matters related to a 2017 Memorandum of Understanding between the City of West University Place and Tri-Sports. <i>Recommended Action: Approve Memorandum of Understanding. Mr. Tim O'Connor, Parks and Recreation Director</i>
11/14/16	City Manager's Annual Evaluation (Executive Session)	Matters related to the evaluation of the city manager. <i>Recommended Action: Discuss and take any desired action. City Council</i>
11/14/16	Texas Local Government Investment Pool	Matters related to adopting a resolution to amend authorized representatives to the Texas Local Government Investment Pool and to designate investment officers to conduct transactions for the investment of City funds. <i>Recommended Action: Adopt resolution to amend authorized representatives to the Texas Local Government Investment Pool and to designate investment officers. Mr. Wally Waite, Treasurer</i>
11/14/16	Facilities Master Plan Update	Matters related to the Facilities Master Plan update. <i>Recommended Action: Discuss and take any desired action. Mr. Chris Peifer, City Manager</i>
11/14/16	Inter-local Agreement with Subsidence District	Matters related to an Interlocal Agreement with Harris-Galveston Subsidence District. <i>Recommended Action: Approve the Interlocal Agreement with Harris-Galveston Subsidence District. Mr. Dave Beach, Public Works Director</i>
11/14/16	Ordinance Calling Joint Public Hearing (Building Site Designations)	Matters related to the first and final reading of an ordinance calling for a joint public hearing for possible amendments to the Zoning Ordinance regarding building site designations; the definition of school use; curb cuts; and through lots. <i>Recommended Action: Approve ordinance calling for a joint public hearing for possible amendments to the Zoning Ordinance regarding building site designations, the definition of school use, curb cuts, and through lots on the first and final reading. Ms. Debbie Scarcella, City Planner</i>
11/14/16	Ordinance Calling Joint Public Hearing	Matters related to the first and final reading of an ordinance calling for a joint public hearing for an amendment to the zoning ordinance regarding the minimum number of parking spaces

	(Parking Spaces)	required in town center commercial district. <i>Recommended Action: Approve ordinance calling for a joint public hearing for an amendment to the Zoning Ordinance regarding the minimum number of parking spaces required in the Town Center Commercial District. Ms. Debbie Scarcella, City Planner</i>
11/14/16	Library Improvements	Matters related to authorizing the city manager to award a contract for library improvements. <i>Recommended Action: Authorize city manager to award a contract for library improvements. Mr. Dave Beach, Public Works Director</i>
11/14/16	Video Distribution of Council and Board Meetings	Matters related to posting videos of Council and Board meetings on the City's website. <i>Recommended Action: Discuss and take any desired action Mr. Gary McFarland, IT Director</i>
01/23/17	Calling the General Election	Matters related to the 2017 election, including designating election precincts and the polling place. <i>Ms. Thelma A. Gilliam, City Secretary</i>
TBD	Advance Funding Agreement	Matters related to an Advance Funding Agreement for a Surface Transportation Program (STP) between the Texas Department of Transportation and the City of West University Place. <i>Recommended Action: Approve Agreement. Mr. Dave Beach, Public Works Director</i>
TBD	Friends 2017 Projects	Matters related to funding of the Friends of West University Place Parks 2017 projects. <i>Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Scout House Lease	Matters related to approval a lease between Houston Independent School District (HISD) and the City of West University Place (City) for the City's use of the Scout House. <i>Recommended Action: Authorize the City Manager to execute the lease agreement between the City and HISD for use of the Scout House. Ms. Susan White, Assistant Parks and Recreation Director Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Jennie Elizabeth Hughes Park (Approval of Final design)	Matters related to approval of the final design and authorization to proceed with construction of the Jennie Elizabeth Hughes Park. <i>Recommended Action: Approve the final design and authorize proceeding with construction of the Jennie Elizabeth Hughes Park. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Liberty Hill Park	Matters related to a donor underwriting the project for the entry point at Liberty Hill park. <i>Recommendation Action: Discuss and take any desired action. Ms. Susan White, Assistant Parks and Recreation Director</i>
TBD	Pending Litigation Matters	Matters related to an update by the City Attorney regarding the status of City litigation. <i>Mayor Susan Sample at the request of Councilmember Reilly</i>
TBD	Pier and Beams	Matters related to the City's Code of Ordinances as it relates to Pier and Beams. <i>Recommended Action: Discuss and take any desired action. Mayor Susan Sample</i>
TBD	Park Acquisition and Development	Matters related to a report from the Parks Board and staff regarding a presentation relating to current and previous parks surveys. <i>City Council</i>

TBD	Park Acquisition and Development	Matters related to the status of the work with the Evelyn's Park Conservancy and the planning efforts with CenterPoint. Ms. Susan White, Assistant Parks and Recreation Director
TBD	WU Rec Center Campus Parking Lot	Matters related to the proposed expansion of the parking lot on the ELPH Pipeline Property / West Side of the campus. <i>Recommended Action: Discuss and take any desired action.</i> Ms. Susan White, Assistant Parks and Recreation Director
TBD	Safe Pedestrian Crossing	Matters regarding the investigation and installation of a safe pedestrian crossing at the railroad tracks on the north side of Bellaire Boulevard. <i>Recommended Action: Discuss and take any desired action.</i> Ms. Susan White, Assistant Parks and Recreation Director
TBD	Evelyn's Park Development	Matters related to the development of Evelyn's park in Bellaire, including possibility of shared parking arrangements with the City of Bellaire for Evelyn's park. <i>Discuss and take any desired action.</i> Ms. Susan White, Assistant Parks and Recreation Director
TBD	Texas Ethics Commission Opinion	Matters related to a Texas Ethics Commission opinion relating to the content of articles written in <i>City Currents</i> . <i>Recommended Action: Discuss and take any desired action.</i> Councilmember Brennan Reilly
TBD	Parking Survey	Matters related to a parking survey. <i>Recommended Action: Discuss and take any desired action.</i> Mr. Dave Beach, Public Works Director
TBD	Town Center Zoning	Matters related to Town Center Zoning. <i>Recommended Action: Discuss and take any desired.</i> City Council
TBD	Poor Farm Ditch	Matters related to Poor Farm Ditch. <i>Recommended Action: Discuss and take any desired action.</i> Mayor Susan Sample
TBD	Buffalo Speedway	Matters related to Buffalo Speedway Replacement Project. Mr. Chris Peifer, City Manager

11/4/2016 11:39:04 AM



The City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Bob Kelly, Mayor Pro Tem
Burt Ballanfant, Councilmember
Brennan Reilly, Councilmember
Mardi Turner, Councilmember

STAFF

M. Chris Peifer, City Manager
Alan Petrov, City Attorney
Thelma Gilliam, City Secretary

CITY COUNCIL MEETING MINUTES

The City Council of the City of West University Place, Texas, met in regular session on **Monday, October 10, 2016**, in the Municipal Building, 3800 University, West University Place, Texas beginning at **6:30 p.m.**

Agenda Items were as follows:

Call to Order. Mayor Sample called the meeting to order at approximately 6:35 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Kelly, Councilmembers Ballanfant, Reilly and Turner, City Manager Peifer, City Secretary Gilliam, City Attorney Petrov, Public Works Director Beach, Fire Chief Taylor, IT Director McFarland, Finance Director Daugherty, and Police Chief Walker.

Boy Scout George Rentz, Troop 55, led the pledge.

City Secretary Gilliam confirmed that the notice of this meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

1. Public Comments

This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items.

Heidi Dugan, 2735 Arbuckle, spoke regarding safety and said Council needs to understand that the citizens want whatever is required to bring the neighborhood back to the safety level the residents are used to. She said there has been talk about surveillance cameras at certain intersections and thinks that maybe with cameras criminals won't wander into West U unknowingly. She said whatever it takes, even paying \$5 or \$10 more a month, is worth it.

George Sutherland, 4102 Villanova, spoke regarding security and said he has been a resident for 15 years and has always felt safe and secure. He said there has been a rash of incidents recently and he thinks the City needs to respond to the times with close circuit television, drones or whatever. He said whatever the plan is it needs to be done quickly before the situation gets worse. He said there is an increase in the budget and he'd like to see some of those funds used to get the crime situation under control.

George Nachtigall, 2712 Centenary, spoke to say he has lived in the neighborhood for 30 years and he proposes that the City put police back on the main streets like long ago, because it sends

a message to people inside and outside of the community that West U is a place that takes security and law seriously. He said it is also a revenue opportunity from a standpoint of a ticket is a ticket, which could possibly help economically support any increase in officers that the City might need.

Lori Siegel, 2635 Cason, spoke regarding safety and said she has always felt safe in West U and Southside Place over the past 18 years. She said she and other residents want to feel safe and thinks most of the residents are willing to do whatever it takes to put them back in that state.

Danny Droubi, 2728 Talbott, spoke regarding safety and said he supports the police department 100 percent and said the safety issue needs to be attacked with data and the needed resources. He said it is not just a personal issue, but it could also be an economic issue because if the perception that this neighborhood is no longer safe, there's going to be a property value issue.

Bryan Christ, 3017 Duke, spoke to say he grew up in the "old" West U in the 70's and 80's and said it was great and very low crime, but in the last 4 years since he's been back he has noticed some differences, such as not seeing as many police driving the streets. He said if West U chooses not to make a lot of traffic stops that's fine, but when they are visible it does give an impression to the people who drive through West University. He said he knows we are in a different world today, but if there is anything the residents can do, he's sure most people will be more than willing to pay a little more or give up something else just to get some more police officers or whatever is decided needs to be done.

Alida Drewes, 6112 Fordham Street, spoke to say the City doesn't need extra police and that the budget is loaded with places where it can be cut, such as travel and training, professional dues, and community relations. She said tax money should be managed more properly so citizens feel safe and are not harassed.

Amar Patel, 4028 Ruskin, spoke to say when he moved to Houston from Florida, finding a safe neighborhood inside the loop was number one on his priority list. He said despite searching hard, his home was burglarized last year and he knows that can happen anywhere. He said the police did a fantastic job and were there right away, but he thinks the City does need to look at security cameras for the City. He said people can't really expect a right to privacy when driving or walking the streets, so he really doesn't see any contradiction to the City getting security cameras, except for maybe the financing, but said they have become so cheap that he thinks they would be a great investment. He said if cameras were in all the entrances and exits in and out of the City, it could make the City a lot safer.

Tejal Patel, 4028 Ruskin, spoke to let everyone know that there was a break-in in their home last year and she wanted to say that the professionalism of the policemen that responded to the call was amazing. She said not only did they get there quickly, but they cared. She said the robbers came through their back door, which is where most robbers come through and their yard door was not locked, so she wanted to encourage residents to protect themselves, not only with the use of video cameras but by locking their doors and giving intruders as many barriers as possible.

Ryan Nunes, 3700 block of Georgetown, spoke to say that he and his wife moved to West U about 3 years ago and it seems like every day or every week there is an incident and it seems to be getting worse. He said someone needs to look at the budget to see where all the money is

going, because taxes here seem to be outrageous for what the residents are getting in terms of safety and security. He said he doesn't know why cameras are not installed and thinks there needs to be more accountability and more police presence. He said it is becoming outrageous and something has to change.

2. **Second Public Hearing on Tax Rate**

Matters related to a second public hearing to hear comments on the proposed tax rate. *Recommended Action: Hold second and final public hearing on the proposed tax rate.*

Finance Director Daugherty was out ill, so City Manager Peifer presented. A summary of what Mr. Peifer said in his presentation is as follows:

- According to the Tax Code, the tax rate requires two public hearing when a taxing jurisdiction proposes to raise more revenue than the amount collected in the previous year.
- The notice of the 2016 tax year proposed property rate, which included the dates for the two public hearings, was published in the West U Examiner on September 14, 2016.
- The first public hearing was held on October 3, 2016.
- The tax rate is scheduled to be approved at the special City Council meeting on Monday, October 17, 2016.
- Total appraised value received in the certified roll is \$6.2 billion, less exemptions of approximately \$435,000,000.
- Total taxable value of new property is roughly \$71 million.
- The current tax rate is 0.33179 per \$100 valuation; the proposed tax rate is 0.31680 per \$100 valuation; and the effective tax rate is 0.31119 per \$100 valuation.
- The proposed rate will be approximately a 3% increase (\$61.00) and the effective tax rate will be an increase of approximately 1.22 percent, which is approximately \$5.00 increase.
- Alternative tax rates of \$0.31119 and \$0.31400 (midpoint of effective tax rate and proposed tax rate) were discussed at the October 1, 2016 budget workshop.
- The proposed 2016 tax rate for the 2017 budget year is roughly a reduction of \$0.015 as compared to last year's rate.
- The proposed tax rate of \$0.31680 is considered a 1.8% tax increase.
- Adopting the proposed tax rate will raise \$538,445 more revenue than last year's budget, which is a 2.97% increase from the prior year budget.
- Revenue raised from new property added to the tax roll this year is approximately \$227,085.
- The effective tax rate, which is considered a 0% tax increase, is \$0.31119.
- Adopting an effective tax rate will raise roughly \$208,160 more revenue than last year's budget, and is considered an actual 1.15% increase to the prior year budget.
- Revenue from new property added to the tax roll this year for the effective tax rate is \$223,064.
- Proposed general fund budget cuts in the amount of \$330,285 will be required if the effective tax rate is adopted. The proposals for that would be:
 - \$40,000 – Eliminate the increase to legal fees.
 - \$90,285 – Reduction in the equipment replacement fund. If items need to be replaced prior to their estimated useful life, staff would do an appropriation out of the budget.
 - \$200,000 – Removal of the PD surveillance cameras, which is year 1 of a 4-year program to monitor all major intersections.
- A midpoint tax rate of \$0.31400 is considered a 0.090% tax increase.

- Adopting a \$.031400 tax rate will raise \$373,597 more revenue than last year, which is considered a 2.06% increase from the prior year's budget.
- Revenue raised from new property added to the tax roll in this proposal is roughly about \$225,078.
 - Proposed general fund budget cuts that would be required to fund the midpoint, would be about \$164,848 from the proposed budget and that would be an elimination of the \$40,000 of increased legal fees and roughly about \$129,000 reduction to the equipment replacement fund.
- Final tax rate will be set by ordinance on Monday, October 17, 2016 at 6:00 p.m.

Councilmember Ballanfant asked if the three additional policemen requested by the police chief were included in the budget. City Manager Peifer said yes, the proposed budget includes 2 police officers and 1 dispatcher.

To put things into perspective, Mayor Sample pointed out that Houston's proposed rate is \$.586 per one hundred and we are at \$.316 per one hundred, which is about half of Houston's rate. She said the bulk of a resident's tax bill is for H.I.S.D. and Harris County.

Heidi Dugan, 2735 Arbuckle, spoke to say her understanding is that the City's tax rate is much lower than the City of Houston's. She said if the City needs cameras and 5 police, she would definitely pay her share.

Councilmember Reilly said at the advice of the City Attorney, Council is not able to speak about the budget items. He said Council will be speaking about those items at the October 17, 2016 meeting and hopes the residents will come back to engage in that discussion. He said the budget is online for people to review to find spending to cut in order to fund priorities.

3. Public Hearing on 2017 Budget

Matters related to a public hearing to hear comments on the 2017 City Budget. *Recommended Action: Hold public hearing on the City's 2017 Budget.*

Finance Director Daugherty was out ill, so City Manager Peifer presented. A summary of what Mr. Peifer said in his presentation is as follows:

- Section 102.006 of the Texas Local Government Code requires the governing body of a municipality to hold a public hearing on the proposed budget. The hearing shall occur no less than 15 days after filing the budget with the City Secretary (September 16, 2016) but before the date the governing body adopts the tax rate (October 17, 2016).
- The City has roughly about \$19 million in tax revenue
- The City has roughly about \$2.3 million in other taxes
- The City has roughly \$500,000 in licenses, permits and fees
- The City has roughly \$11,800 in fines and forfeitures
- The City has roughly \$11 million in charges and services
- The City has roughly \$600,000 in other revenues
- The City has roughly \$2.9 million in transfers
- Roughly 70 percent of tax revenues are spent on human resources (salaries, benefits, etc.)

- Operating expenditures for the general fund, which basically impacts the tax rate, is roughly about \$4.7 million and includes basically everything else, except for capital and transfers
- Debt service will be spent at \$10.1 million for the coming year
- For capital improvement funds, by law the \$75,000 in the transportation/drainage project fund will be spent on general fund items and the water and sewer capital reserve funds will be spent on enterprise for the water utility system.

Budget Highlights - Revenues

- Rate proposed in the budget = \$0.31680 per \$100 value
 - Maintenance and operations is \$0.18557 (1.29% increase from prior year)
 - Interest and sinking fund is \$0.13123 (11.68% decrease from prior year)
 - A total of \$0.01499 decrease from \$0.33179
- No proposed increases in water and sewer rates pending the results of the 2016 water and sewer rates study to be sure the City is recapturing its costs and preparing for the market, as well as pending a pass-through increase from the City of Houston in early 2017.
- No proposed increases in the solid waste fees.

Budget Highlights - Expenditures

- Personnel and Compensation
 - West U elected to be the employer of choice some time ago and in the last year it elected to move from 50 percent of market to 75% of market to ensure it can still attract good employees, and this year is a full year of funding for that change.
 - Proposes a 1% COLA and a 2.1 percent pay-for-performance for the staff.
 - TMRS funding rate has increased as result of the state-wide actuarial study.
 - Increase of three positions totaling \$288,100 in compensation and benefits, which includes 2 patrol officers and 1 dispatcher.
 - Communications Manager's position deleted, which was a placeholder from the 2016 budget.
- General Fund
 - Operating expenditure net increase over the 2016 budget is roughly \$118,045, primarily due to the net increase of \$168,000 in other equipment and \$200,000 of this net increase is attributable to a new Police Department camera surveillance program. However, the camera surveillance program is to be removed from the budget if the City is at the effective rate.
 - Increase of \$40,000 for anticipated legal fees. This increase is also targeted to be removed if the City moves off of the proposed budget.
- Alternative Tax Rate and Expenditure Reductions – Effective Tax Rate
 - Need approximately \$330,285 if the tax rate is adopted.
 - \$40,000 eliminates increase to legal fees.
 - \$90,285 transfer to the equipment replacement fund.
 - \$200,000 for the PD camera surveillance at two intersections

Councilmember Reilly confirmed with City Manager Peifer that these are proposed cuts that could be changed at the next meeting.

- Alternative Tax Rate and Expenditure Reductions – Midpoint of Proposed Effective Tax Rate

- Need budget cuts in the amount of roughly \$165,000.
 - \$129,000 reduction in equipment placement fund contributions.
 - \$40,000 eliminates increase to legal fees.
- Water and Sewer Fund
 - Operations are about 58% of the total budget
 - Finance and Utility Building is 3.8%
 - The Debt Service is 16.5%
 - Transfers are 21%
- Solid Waste Fund Expenditures
 - Curbside recycling is about 19%. Even though it has been closed for a few years, the City still has to energize it, add and monitor security cameras.
 - Green waste is about 12%
 - Curbside solid waste is about 65%
 - Transfers to general fund are about 4%
- Tech Management Fund
 - Hardware and software – 34.7%
 - Telecommunications/Data/Radio – 18.7%
 - Consultant – 1%
 - Travel and Training – 28.9%
 - High Tech Replacements – 6.2%
 - Equipment maintenance – 1.3%

Heidi Dugan spoke again to say that she doesn't know how much of the community uses Direct Link versus ADT or some other company, but she feels that Direct Link would work better with the police department if everyone [in the City] had it. She said it would also be a revenue source and the funds could go towards more police. Ms. Dugan said if the City decided to install cameras, staff might want to add funds for signage stating "you are now entering West U and are under surveillance."

Ms. Dugan said the debt for the pool will be retired soon and asked if the City could do something similar to get the cameras. She said her neighbors on Arbuckle have cameras and the City has caught several people recently because of their personal cameras in front of their house, so she thinks cameras are really important.

4. **CodeRED Update**

Matters related to the City's emergency notification system – CodeRED. *Recommendation Action: Discuss and take any desired action.*

Fire Chief Taylor presented and said during the active shooter incident that occurred the morning of September 26, 2016 numerous unsuccessful attempts were made by staff to deliver an emergency message via the city's CodeRED notification system. He said an investigation into these occurrences was completed by the City's Information Technology Director, Gary McFarland, and included the conversations with the vendor and established a timeline of the attempts and staff accounts of the problems experienced during the launch.

Chief Taylor said prior to September 26, city staff had already begun the process of evaluating other vendors of mass notification systems in search of better alternatives to the existing CodeRED system and said since the happenings of September 26, it is clear that the CodeRED system is not meeting the mass notification needs of the City. He said because the problems cannot definitively be identified or corrected by the vendor, there is no guarantee that the issues will not occur again in the future. Chief Taylor said in light of the findings, the search for a replacement vendor is being expedited. He said staff has already evaluated two other vendor platforms in the past two weeks and intends to have a replacement vendor selected by the end of October.

IT Director McFarland said he began investigation of the event shortly after the second message when Fire Chief Taylor informed him of some errors. He said he contacted the CodeRED vendor because he thought staff might continue to have problems and specifically asked them to search their system logs and conduct telephone interviews with the people involved. He said after two days of effort and several conversations, the vendor concluded and maintained that there were no issues with their system and ruled the causes as "user error" which they declined to document in writing.

Mr. McFarland said in his discussions with staff everyone involved was unanimous that it was not user error, but rather failures of the system. He noted that the City has had CodeRed since 2007, shortly before Hurricane Ike, and for at least the last four years, there has been a group of people on staff responsible for knowing and understanding the CodeRed system. He said three trained members of the group were the ones attempting to publish the messages and they made five separate failed attempts on five different computer platforms (2 desktops, 1 iPad, 1 iPhone, and a Samsung phone). He then reviewed the timeline of the attempted messages.

City Manager Peifer summarized that the City investigated and found that the current vendor is not meeting the City's need, so staff is expediting review and they don't anticipate a major impact on the budget because a lot of the newer technologies cost equal or less than our current technology.

In response to Mayor Sample's question as to the cost of CodeRed, Mr. McFarland said \$14,500 annually.

Chief Taylor said of the three vendors evaluated recently, all three have been about half the cost of CodeRed.

In response to Councilmember Reilly's question as to whether the system has ever failed in the past, Chief Taylor said the City has had CodeRed since 2007 and there haven't been any problems before this year of which he is aware, but back in April during the tax day floods, the City had similar problems to what it had with the active shooter incident.

Councilmember Reilly asked whether staff has considered multiple subscriptions in order to have a back-up in the event of a system failure. Chief Taylor said the City has other options, such as reverse 9-1-1, but it's not timely and would not have met anyone's information needs for the active shooter event. Chief Taylor said if the City has a good product with a robust infrastructure, there's redundancy built-in and so the City wouldn't need more than one service.

Mayor Sample asked if any of the vendors being reviewed by staff offer text message options. Chief Taylor said all three vendors they are reviewing have that option, plus more options that CodeRed doesn't offer.

In response to Councilmember Turner's question as to the timeline once the decision for a vendor has been made, Chief Taylor said 2 to 3 weeks or less. He said one of the key things that staff is looking at is making sure there are enough users in the system for that information to get out where it needs to be. He said it would be a really quick transition if staff has the ability to export the existing database and import it into a new system. He said if that is not possible, staff might have to run dual systems while building a new database.

In response to Councilmember Reilly's question as to who/where the message would have gone had the first message gone through at 6:55 a.m., Police Chief Walker said an attempt was made to go out to the residents in the general area of the incident, mostly in the Chimney area.

Mayor Pro Tem Kelly said he was amazed that had the message gone out at the time it should have gone out how quickly staff was able to react to it. He said when he was mayor the process took time before actually hitting the send button, so he thinks the citizens would have really appreciated it had it gone out timely.

Mayor Pro Tem Kelly said with hurricane season approaching, getting things switched over to a new system should be a very high priority.

5. **Houston-Galveston Area Council (H-GAC) 2017 General Assembly**

Matters related to designating a representative and an alternate to the H-GAC 2017 General Assembly. *Recommended Action: Discuss and designate a representative and an alternate to the 2017 Houston-Galveston Area Council (H-GAC) General Assembly.*

City Manager Peifer presented and said the Houston-Galveston Area Council includes 13 counties and each small city has a representative and an alternate. He said currently, Mayor Sample is the representative and Mayor Pro Tem Kelly is the alternate and it is time to renew the positions, which has to be sent in by October 19.

Mayor Pro Tem Kelly moved to appoint the mayor and the mayor pro tem as the representative and alternate, respectively, on the Houston-Galveston Area Council. Councilmember Reilly seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

6. **Future Agenda Items**

Matters related to future agenda items. *Recommended Action: Discuss and take any desired action.*

There were no items discussed or added.

7. **Consent Agenda**

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

A. City Council Minutes

Approve City Council Minutes of the September 26, 2016 Council meeting. *Recommended Action: Approve Minutes.*

Councilmember Turner moved to approve the Consent Agenda as presented. Councilmember Ballanfant seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

8. Adjourn

Before adjourning, City Manager Peifer asked Council if it wanted to close the public hearings or keep them open for the next meeting.

Councilmember Reilly moved to keep the public hearings open for both the tax rate and the budget for the next meeting. Councilmember Turner seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Mayor Pro Tem Kelly moved to adjourn the special meeting at 8:00 p.m. Councilmember Ballanfant seconded the motion. **MOTION PASSED.**

Ayes: Sample, Kelly, Ballanfant, Reilly, Turner
Noes: None
Absent: None

Prepared by: _____
Thelma A. Gilliam City Secretary

_____ Date

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF WEST UNIVERSITY PLACE, TEXAS

AGENDA OF:	November 7, 2016	AGENDA ITEM:	6B
DATE SUBMITTED:	November 3, 2016	DEPARTMENT:	Administration
PREPARED BY:	Thelma A. Gilliam City Secretary	PRESENTER:	Thelma A. Gilliam City Secretary
SUBJECT:	Resolution Appointing Jessica Newell to the Friends of West U Parks Board		
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Resolution 2. Application 		
EXPENDITURE REQUIRED:	N/A		
AMOUNT BUDGETED:	N/A		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The Friends of West University Parks Board (Friends) is requesting approval of a resolution appointing Jessica Newell to its Board of Directors (Board). An opening on the Board exists due to the resignation of one of its members.

Friends Executive Director Donna LaMond and Chair Mark Prescott recommend the appointment of Ms. Newell as she has already been heavily involved with Friends and has been a tremendous asset.

RECOMMENDATION

Staff recommends approval of a resolution appointing Jessica Newell to the Friends Board to Position 17 of the Friends Board for an unexpired term ending August 31, 2017.

City of West University Place
Harris County, Texas

RESOLUTION NUMBER XXXX-XX

A RESOLUTION APPOINTING A MEMBER TO THE BOARD OF THE FRIENDS OF WEST UNIVERSITY PARKS FUND, INC., A NON-PROFIT CORPORATION, FOR AN UNEXPIRED TERM THROUGH AUGUST 31, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE:

Section 1. That the following person is appointed to serve as members of the Board of the Friends of West University Parks Fund, a non-profit corporation, for specific terms of the specific positions indicated below:

<u>APPOINTEE</u>	<u>POSITION</u>	<u>TERM ENDING</u>
Jessica Newell	Position 17	August 31, 2019

Section 2. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflicts only.

Section 3. If any word, phrase, clause, sentence, paragraph, section or other part of this resolution or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this resolution and the application of such word, phrase, clause, sentence, paragraph, section or other part of this resolution to any other persons or circumstances shall not be affected thereby.

Section 4. The City Council officially finds, determines and declares that a sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the contents and posting thereof.

PASSED AND APPROVED this 7th day of November, 2016.

ATTEST:

SIGNED:

Thelma A. Gilliam, City Secretary

Susan V. Sample, Mayor

(SEAL)

RECOMMENDED BY:

APPROVED AS TO FORM:

M. Chris Peifer, City Manager

Alan Petrov, City Attorney

CITY OF WEST UNIVERSITY PLACE

Board and Committee Membership Application

Name: Jessica Newell Office Phone: _____

Home Address: 3915 Rice Blvd Cell Phone: [REDACTED]

Email Address: [REDACTED] Home Phone: _____

Employed By/Retired From: UBM Studios
(Please Circle One)

Spouses Name: John Newell
(Please Circle One)

Employed By/Retired From: Marsh USA
(Please Circle One)

Education: BS - Marketing

Background, Experience, Special Talents, etc. See attached resume

Previous Board or Committee Experience: see attached resume

Specific Board or Committee Applied for: Friends of West U.

If no Specific Board or Committee, Area of Interest: _____

Why are you interested in this board, committee or area of service? We love the parks of West University and I would love to help support the efforts to keep them funded and available to our community!

Limitations on Availability: _____

References (optional): _____

FOR CITY USE ONLY:

Date Interviewed: _____

Qualified for (1): _____

Qualified for (2): _____

JESSICA R. NEWELL



PROFESSIONAL EXPERIENCE

UBM Studios – Chicago, IL

July 2010 – June 2013

Project Manager

January 2011 – July 2013

- Responsible for project development for virtual events, acting as client advocate.
- Coordinated virtual environment branding and promotion on behalf of the client.
- Ensured appropriate visitor marketing and attendance.
- Managed project execution to ensure adherence to budget, schedule and scope.

Event Director

July 2010 – January 2011

- Responsible for workflow and process management for virtual events.
- Liaison between production team and client/vendors.
- Developed, maintained and organized an effective system to manage various Associate Producers and multiple virtual events at one time.
- Initiated and implemented an Associate Producer mentorship program for training of new colleagues.

GlenStar Asset Management – Chicago, IL

February 2009 – July 2010

Building Services Coordinator

- Primary liaison between building tenants, building engineers and outside vendors.
- Responsible for bi-weekly accounts payable processing.

Man Investments – Chicago, IL

August 2008 – February 2009

Administrative and Logistics Coordinator – Office Services

- Executive Assistant to US Facilities Manager. Responsible for coordination of all travel arrangements, expense reports and detailed calendaring.
- Organized and maintained key documentation related to management of all US offices: leases, facility and equipment contracts, emergency contacts and protocol, as well as vendor data.

Let's Make A Space, Inc. – Bend, OR

May 2007 – July 2008

Corporate Facilitator

- Responsible for client coordination: scheduling of initial design consultations, bid presentations, engagement contracts and project correspondence.
- Managed project expenses, client invoicing and payroll through QuickBooks.
- Developed Employee Handbook and established all Human Resources protocol.

The American Licorice Company – Bend, OR

June 2006 – May 2007

Account Coordinator

- Managed 250+ accounts in conjunction with fourteen food brokerage firms, with combined quarterly sales in excess of \$1.35 million.
- Acted as primary relationship manager for all Target, Kroger and Smart & Final divisions; responsible for orders and product distribution for all nationwide stores.

Citadel Investment Group, L.L.C – Chicago, Illinois

September 2005 – March 2006

Research Associate/Executive Assistant, Global Equities

- Executive Assistant to team of four investment professionals with an international investment portfolio exceeding \$175 million monthly.
- Managed and filtered all incoming and outgoing correspondence, scheduling and support materials for the Communications/Media/Entertainment sector.

CH Robinson – Chicago, Illinois

June 2003 – September 2005

Carrier Sales Account Executive

- Developed a portfolio of 35 clients which represented approximately \$150 million in monthly revenue.
- Coordinated end-to-end logistics and itineraries of goods transportation for clients.

EDUCATION

Miami University - Oxford, Ohio

1999-2003

Bachelors of Science in Business

Major: Marketing

Minor: Spanish

VOLUNTEER EXPERIENCE

Tulsa Junior League Member

Community Project Development Committee - Vice Chair

2013 - 2014

Provisional Member

2012 - 2013

Eileen Shea Lupton Memorial Foundation – Board Member

2003 – 2014

Kappa Kappa Gamma – Member

Greek Week Chair (2003)