



City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Wayne J. Franklin, Mayor Pro Tem
Bob Higley, Councilmember
Kellye Burke, 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 special and regular meeting of the City Council of West University Place to be held on Monday, November 13, 2017 beginning at 6:00 p.m. in the Municipal Building Council Chambers 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.

SPECIAL MEETING (6:00 p.m.)

Call to Order
Agenda is as follows:

1. Camera System

Matters related to the City's camera system. *Recommended Action: Discuss and take any desired action.*
Mr. Ken Walker, Police Chief and Mr. Gary McFarland, IT Director

Recess Special Meeting and Convene Executive Session in Council Conference Room

Notice is hereby given that the City Council will convene into executive session in accordance with the following provisions of Chapter 551 of the Texas Government Code:

Section 551.076 – Deliberation regarding security devices

2. Close Executive Session and Reconvene Special Meeting in Council Chambers

Take any desired action.

3. Adjourn Special Meeting

REGULAR MEETING (6:30 p.m.)

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

4. 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.

5. Tri-Sports Memorandum of Understanding

Matters related to a Memorandum of Understanding between the City of West University Place and Tri-Sports. *Recommended Action: Approve Memorandum of Understanding between the City of West University Place and Tri-Sports.* **Ms. Susan White, Parks and Recreation Director** [see Agenda Memo 5]

6. West U Baptist Church Memorandum of Understanding

Matters related to a Memorandum of Understanding between the City of West University Place and the West University Baptist Church. *Recommended Action: Approve Memorandum of Understanding between the City of West University Place and the West University Baptist Church.* **Ms. Susan White, Parks and Recreation Director** [see Agenda Memo 6]

7. West U Aquatics Memorandum of Understanding

Matters related to a Memorandum of Understanding between the City of West University Place and the West U Aquatics. *Approve memorandum between the City of West University Place and the West U Aquatics.* **Ms. Susan White, Parks and Recreation Director** [see Agenda Memo 7]

8. Extension of Temporary Moratorium

Matters related to an ordinance extending the temporary moratorium on the acceptance of any application for permission to place above ground facilities in the public right-of-way. **Mr. Dave Beach, Public Works Director** [see Agenda Memo 8]

9. Property Acquisition Plan

Matters related to a resolution adopting a property acquisition plan. *Recommended Action: Approve resolution adopting the City's property acquisition plan.* **Mr. M. Chris Peifer, City Manager** [see Agenda Memo 9]

10. 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

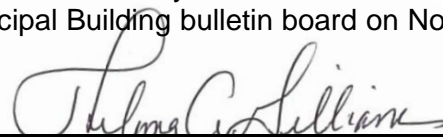
Approve City Council Minutes November 6, 2017. *Recommended Action: Approve City Council Special and Regular Meeting Minutes.*

11. 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 notice and agenda of items to be considered by the West University Place City Council on November 13, 2017 was posted on the Municipal Building bulletin board on November 9, 2017 at approximately 1:30 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 13, 2017	AGENDA ITEM:	5
DATE SUBMITTED:	November 9, 2017	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Susan White	PRESENTER:	Susan White, P&R Director Gregg Thompson, Tri-Sports President
SUBJECT:	2018 Memorandum of Understanding between the City of West University Place and the West University Tri-Sports Association		
ATTACHMENTS:	2018 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 has historically approved 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, 2018 and concluding on December 31, 2018.**

Notes for 2018:

1. Fourth 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.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to direct the Director of Parks and Recreation to execute the attached 2018 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 2018 – January 1 through December 31, 2018)**

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 Belfort 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 13, 2017 and effective January 1, 2018 through December 31, 2018.**

[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: 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: _____

Marie Kalka, 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 (Parks and Recreation Director and the Public Works General Services Superintendent), 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 the fall** 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 General Services Superintendent, and (ii) separate recycling materials and place them for collection, as prescribed by the West University 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 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, 2018 through December 31, 2018, 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 five (6 5)** dates involve city sponsored programs that will require the use of the athletic fields during the identified times:

Saturday, March 24, 2018 – City’s Easter Festival, WUPRC Campus, 6:00am until 12:00pm

WU Piranhas Swim Meets, WUPRC Campus, (3) 2018 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 Easter Eggstravaganza/Spring Festival, West University Aquatics (Piranhas) "home" Swim Meets, Annual Fathers and Flashlights Urban Camping Program. 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.

PERMIT

MAINTENANCE: Permittee shall perform the following maintenance activities: Permittee shall be responsible for the mowing, trimming, top-dressing, fertilization, over-seeding, 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: Parks and Recreation Director

ATTEST/SEAL: _____

ATTEST/SEAL: _____

Name:

Name:

Title: _____

Title: _____

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

AGENDA OF:	November 13, 2017	AGENDA ITEM:	6
DATE SUBMITTED:	October 30, 2017	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Susan White	PRESENTER:	Susan White, P & R Director
SUBJECT:	2018 Memorandum of Understanding between the City of West University Place and the West University Baptist Church		
ATTACHMENTS:	2018 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 2017 MOU has worked quite well and we are recommending no new changes to the document.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to direct the Director of Parks and Recreation to execute the attached 2018 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 2018 – January 1, 2018 through December 31, 2018)**

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 13, 2017 and effective January 1, 2018 through December 31, 2018.**

WEST UNIVERSITY BAPTIST CHURCH

Address:

By: _____

Name: _____

Title: _____

CITY OF WEST UNIVERSITY PLACE

Address:

By: _____

Name: _____

Title: _____

ATTEST/SEAL

Name: _____

Title: _____

ATTEST/SEAL

Name: _____

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 the fall 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.

(Attachment to MOU)

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, 2018 through December 31, 2018, 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:

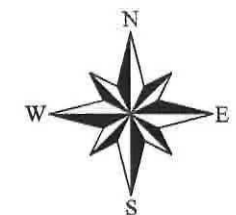
Title: _____

ATTEST/SEAL: _____
Name:

Title: _____

West University Parking Lots

APPENDIX "C"



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

AGENDA OF:	November 13, 2017	AGENDA ITEM:	7
DATE SUBMITTED:	November 9, 2017	DEPARTMENT:	Parks and Recreation
PREPARED BY:	Susan White	PRESENTER:	Susan White, P & R Director
SUBJECT:	2018 Memorandum of Understanding between the City of West University Place and the West University Aquatics Club – Piranhas Swim Team		
ATTACHMENTS:	2018 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 2018 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 Co-Presidents and Board of Directors.

Notable changes for 2018:

Lifeguards will be on duty during Recreation Center pool operating hours, so there will no longer be a charge for lifeguards during swim team practices. Swim team will reimburse the City for lifeguards during Fun Fridays at Colonial Park Pool when the Piranhas have exclusive use from 7-9am on Fridays in June.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to direct the Director of Parks and Recreation to execute the attached 2018 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 2018– January 1, 2018 through December 31, 2018)**

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, 2018 and concluding on December 31, 2018.
- (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, 2018 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 13, 2017 and effective January 1, 2018 through December 31, 2018.**

[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 the fall 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) and the Public Works General Services Supervisor (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, 2018 through December 31, 2018 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 (**April:** April 7, 10, 13, 2018):

Tryouts	Saturday, April 7	10:00am-11:30am	use of 3 lanes
Tryouts	Friday, April 13	6:00-7:00pm	use of 2 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:** May 14- May 31, 2018)

Practice	Monday through Thursday	4:00pm-5:30pm	use of 6 lanes
Practice	Monday through Thursday	5:30pm-7:00pm	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 (**June:** June 4-28, 2018)

Practice	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 8, 15, 22, 2018)

Friday (Fun Fridays) 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. Swim Team will pay \$12 per hour, per lifeguard during all Fun Fridays. A minimum of four ten lifeguards will be scheduled.

Swim Meets (close WUPRC pool at 4pm)

- TBD (tentative June 4, 2018) vs. TBD
- TBD (tentative June 18, 2018) vs. TBD
- TBD (tentative June 25, 2018) 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, 2018- Swim Suit Try-on Day (use of Multipurpose room 2)
- Sunday, June 24, 2018- Colonial Park Pool, Swim Team BBQ – 7:00pm-9:00pm
- Friday, June 15 @ Colonial Park Pool, 7:00-9:00am - 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 2018 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 2018 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-Fun Fridays at Colonial Park Pool.~~ 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 and pay for lifeguards
June practices: Monday through Thursday, TBD (June)	WUP Swim Team will pay for lifeguards	City will schedule and pay for lifeguards
Fun Fridays: TBD (June)	WUP Swim Team will pay for lifeguards	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: _____
Name:

By: _____
Name:

Title:

Title:

ATTEST/SEAL: _____
Name:

ATTEST/SEAL: _____
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 13, 2017	AGENDA ITEM:	8
DATE SUBMITTED:	November 8, 2017	DEPARTMENT:	Public Works
PREPARED BY:	D. Beach, PW Director	PRESENTER:	D. Beach, Public Works Director
SUBJECT:	One Month Extension of Temporary Moratorium		
ATTACHMENTS:	Temporary Moratorium Ordinance		
EXPENDITURE REQUIRED:	NONE		
AMOUNT BUDGETED:	NONE		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

The City Council approved a temporary moratorium on installation of above facilities at their July 24, 2017 meeting in response to the passage of Senate Bill 1004 in the Texas Legislature. This moratorium was necessary to allow the City to determine the best method of approval and other requirements for the use of the City's Right-of-Way (ROW).

Due to the hurricane and recovery efforts and the holiday schedule for City Council, we were not able to meet the initial deadline of November 24, 2017.

This one month extension will allow the ordinance to be heard at both meetings in December.

RECOMMENDATION

Staff recommends the City Council approve the ordinance providing a one extension to the temporary moratorium on the acceptance of applications to place above ground facilities in the Public Right-of-Way on first and final reading.

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS; IMPOSING A ONE MONTH EXTENSION OF THE TEMPORARY MORATORIUM ON THE ACCEPTANCE OF ANY APPLICATION FOR PERMISSION TO PLACE ABOVE GROUND FACILITIES IN THE PUBLIC RIGHT-OF-WAY AS PASSED BY ORDINANCE NO. 2036.

WHEREAS, State Bill No. 1004 ("SB 1004") passed by the Texas Legislature, 85th Regular Session (2017), authorizes certain facilities to be installed in a municipality's public right-of-way; and

WHEREAS, the City of West University Place (the "City") wishes to adopt rules to ensure that the City complies with the requirements of SB 1004, and at the same time, protects the health, safety and welfare of the public; and

WHEREAS, by Ordinance No. 2036, the City imposed a temporary four month moratorium on the acceptance of any application for permission to place above ground facilities in the public right-of-way; and

WHEREAS, in order to ensure the protection of the public right-of-way while such rules are adopted, the City Council finds that an extension of the temporary moratorium on the acceptance of any applications for above ground facilities to be placed in the public right-of-way is necessary and proper.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, THAT:

1. The recitals set forth above are found to be true and correct.
2. A one month extension of the temporary moratorium on the acceptance of any application for above ground facilities to be placed in the public right-of-way as passed by Ordinance No. 2036 is hereby established. Such moratorium shall not apply to the repair or replacement of existing facilities.
3. If any provision, section, subsection, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

4. The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Tex. Gov't. Code Ann., ch.551; and that this meeting was open to the public as required by law at all times during which this ordinance and the subject matter thereof have been discussed, formally considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

5. An emergency exists requiring the passage of this Ordinance on first and final reading.

6. This Ordinance shall take effect immediately upon its passage and approval.

PASSED, APPROVED AND ADOPTED on first and final reading on the ____ day of _____, 2017.

Attest: _____
City Secretary (Seal)

Signed: _____
Mayor

Recommended:

City Manager

Approved as to legal form:

City Attorney

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

AGENDA OF:	November 13, 2017	AGENDA ITEM:	9
DATE SUBMITTED:	November 9, 2017	DEPARTMENT:	City Administration
PREPARED BY:	M. C. Peifer, City Manager	PRESENTER:	M. C. Peifer, City Manager
SUBJECT:	Policy to Assist Real Property Acquisition		
ATTACHMENTS:	Resolution Establishing a Policy to Assist Real Property Acquisition		
EXPENDITURE REQUIRED:	NONE		
AMOUNT BUDGETED:	NONE		
ACCOUNT NO.:	N/A		
ADDITIONAL APPROPRIATION REQUIRED:	N/A		
ACCOUNT NO.:	N/A		

EXECUTIVE SUMMARY

Over the course of recent years the City's ability to acquire functionally desirable property adjacent or neighboring City owned land has been hampered by both the very active local real estate market and the procedural steps necessary to empower the City of secure purchase rights to a piece of property. This has been an issue for both past and present Councils. The current City Council has made it their goal to expedite this process and make it possible for the City to secure the purchase rights to facilitate it being presented to them in a compliant manner at a future meeting of. The City Manager and the City Attorney at the direction of City Council, in their Goal Setting Workshop, have drafted a policy which meets this initiative.

The attached resolution empowers the City Manager to secure purchase rights to a property which neighbors or is adjacent to existing City Property and further grants him or her ability to secure these rights with up to \$5,000.00 for Earnest Money or payment for rights to be funded from available reserves.

RECOMMENDATION

Staff recommends the City Council approve the Resolution Establishing a Policy to Assist Real Property Acquisition

City of West University Place
Harris County, Texas

RESOLUTION NO. 2017-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST UNIVERSITY PLACE, TEXAS, ESTABLISHING A POLICY TO ASSIST WITH REAL PROPERTY ACQUISITION

WHEREAS, the City Council of the City of West University Place, Texas (the "City") has determined that from time to time it may be in the best interest of the City to acquire land adjacent to existing City facilities; and

WHEREAS, the desirability of property within the City makes it difficult for the City to timely evaluate potential opportunities for the acquisition of property; and

WHEREAS, City Council of the City wishes to establish a policy that will provide the City Council with the ability to evaluate potential property acquisition opportunities as they become available.

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

1. That this Policy shall apply only to property which is contiguous to property already owned by the City.
2. That if a contiguous property is either listed or reasonably expected to be listed for sale by its owner, the City Manager shall be empowered to spend up to \$5,000.00 to:
 - a) Enter into an earnest money contract with a due diligence period, an option to purchase or a right of first refusal with respect to the property;
 - b) Obtain an appraisal of the property; and
 - c) Prepare a report evaluating the use of the property by the City.
3. That within thirty days of exercising the authority granted by paragraph 2 above, the City Manager shall report to the City Council so that the City Council can then make an informed decision with respect to any potential property acquisition.
4. That this Resolution shall be effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED on the ____ day of November, 2017.

Attest: _____
City Secretary (Seal)

Signed: _____
Mayor

Recommended:

City Manager

Approved as to legal form:

City Attorney



The City of West University Place

A Neighborhood City

CITY COUNCIL

Susan Sample, Mayor
Wayne J. Franklin, Mayor Pro Tem
Bob Higley, Councilmember
Kellye Burke, Councilmember
Mardi Turner, Councilmember

STAFF

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

DRAFT

CITY COUNCIL ACTION MINUTES

The City Council of the City of West University Place, Texas, met in special and regular session on **Monday, November 6, 2017**, in the Municipal Building, 3800 University, West University Place, Texas beginning at approximately **6:00 p.m.**

SPECIAL MEETING (6:15 P.M.)

Called Meeting to Order. Mayor Sample called the meeting to order at approximately 6:15 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Franklin, Councilmembers, Burke, Higley, and Turner, City Manager Peifer, City Attorney Petrov, City Secretary Gilliam, and Public Works Director Beach.

Orval Marlow, Chair of the Recycling and Solid Waste Reduction Board, was also in attendance.

Agenda items were as follows:

1. City Manager Evaluation

Matters related to the evaluation of the city manager.

Recess Special Meeting and Convene Executive Session in Council Conference Room

Notice is hereby given that the City Council will convene into executive session in accordance with the following provisions of Chapter 551 of the Texas Government Code:

At 6:16 p.m Mayor Sample recessed the special meeting and convened into closed executive session per Section 551.074 of the Texas Government Code to evaluate the city manager.

2. Close Executive Session and Reconvene Special Meeting in Council Chambers

Take any desired action.

At 6:35 p.m. Councilmember Higley moved to close the executive session and reconvene the special meeting. Mayor Sample seconded the motion. **MOTION PASSED.**

Ayes: Sample, Franklin, Burke, Higley, Turner

Noes: None

Absent: None

Councilmember Higley moved to increase the salary of the city manager by 3 percent. Councilmember Burke seconded the motion. **MOTION PASSED.**

Ayes: Sample, Franklin, Burke, Higley, Turner
Noes: None
Absent: None

3. Adjourn Special Meeting

At 6:36 p.m. Councilmember Higley moved to adjourn the special meeting. Mayor Pro Tem Franklin seconded the motion. **MOTION PASSED.**

Ayes: Sample, Franklin, Burke, Higley, Turner
Noes: None
Absent: None

REGULAR MEETING (6:30 P.M.)

Mayor Sample called the Regular meeting to order at approximately 6:37 p.m.

Mayor Pro Tem Franklin led the Pledge of Allegiance.

Mayor Sample confirmed with City Secretary Gilliam that the Notice of the meeting was posted in accordance with law.

4. Public Comments

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

Alida Drewes, 6112 Fordham, spoke on several topics.

5. Recycling and Solid Waste Reduction Board Status Update

Matters related to a report by the Chair of the Recycling and Solid Waste Reduction Board regarding the status of current projects. *Recommended Action: Hear report.* **Mr. Orval Marlow, Chair of the Recycling and Solid Waste Reduction Board**

Orval Marlow gave a presentation to Council. No action taken.

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 October 23, 2017. *Recommended Action: Approve City Council Special and Regular Meeting Minutes.* **Thelma Gilliam, City Secretary**

B. Harris County Appraisal District

Matters related to a resolution casting the City of West University Place's City Council vote for the person it would like to serve on the Harris County Appraisal District (HCAD) Board of Directors. *Recommended Action: Approve resolution casting Council's vote for Mike Sullivan to serve on the Harris County Appraisal District's Board of Directors.* **Mr. Chris Peifer, City Manager**

C. Harris-Galveston Subsidence District

Matters related to the appointment of a member to the Harris-Galveston Subsidence District Board. *Recommended Action: Reappoint City Attorney Alan Petrov to serve on the Harris-Galveston Subsidence District Board for a term beginning on February 1, 2017 and expiring January 31, 2018. Mr. M. Chris Peifer, City Manager*

Councilmember Burke moved to approve the Consent Agenda as presented. Councilmember Higley seconded the motion. **MOTION PASSED.**

Ayes: Sample, Franklin, Burke, Higley, Turner
Noes: None
Absent: None

7. Adjourn

With no other matters before Council, Councilmember Higley moved to adjourn the meeting approximately 7:05 p.m. Councilmember Burke seconded the motion. **MOTION PASSED.**

Ayes: Sample, Franklin, Burke, Higley, Turner
Noes: None
Absent: None

Prepared by:

Thelma A. Gilliam, TRMC, City Secretary

Council Approval Date