

## **Memorandum of Understanding Between Midway ISD and City of Waco for Chapel Park**

This Memorandum of Understanding ("MOU") is entered into by and between the **MIDWAY INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "MISD," and the **CITY OF WACO, TEXAS**, hereinafter referred to as the "City." Collectively, MISD and the City may be referred to herein as the "Parties."

**WHEREAS**, on April 1, 1997, the Waco City Council adopted Resolution No. 1997-54, establishing a Joint Use Policy for the cooperative development and shared use of certain recreational facilities between MISD and the City; and

**WHEREAS**, the Parties now desire to renew that cooperative framework through this MOU, recognizing its continued value and relevance to the community; and

**WHEREAS**, MISD and the City continue to share common elements in their respective missions, including the commitment to improve the quality of life for the residents of the Waco community and to be responsible stewards of the public resources entrusted to them; and

**WHEREAS**, the Parties recognize that coordinated efforts can more efficiently utilize available facilities, reduce duplication, and expand public access to recreational and educational resources; and

**WHEREAS**, the Parties have jointly identified a continued need for a neighborhood park to be located at Chapel Park Elementary School, hereinafter referred to as "**Chapel Park**" or "the Park", to serve both the community and the students of MISD; and

**WHEREAS**, the Parties acknowledge that the use and maintenance of Chapel Park will foster community enrichment, enhance educational opportunities, and align with their shared public service responsibilities,

**NOW, THEREFORE**, in a spirit of cooperation and mutual benefit, MISD and the City enter into this MOU to allow the City exclusive use of Chapel Park, and to define the terms, responsibilities, and commitments of both Parties in the continued development, operation, and maintenance of the Park.

### **Article I General Principles**

MISD and the City acknowledge the vital roles that education and recreational opportunities play in supporting the health, wellness, and enrichment of the community. Accordingly, MISD agrees to cooperate and support the City in its planning, programming, and long-term maintenance of Chapel Park. This partnership is intended to maximize the value of tax-funded assets and ensure efficient delivery of services.

## **Article II**

### **Term**

This MOU shall be valid for a term of twenty (20) years. The term of this MOU shall begin on January 1, 2026, and end December 31, 2046. This MOU may be renewed for additional ten-year terms with a written MOU between MISD and City. Either Party may terminate the MOU prior to the end of the term, provided written notice is given to the other Party at least three (3) months prior to termination.

## **Article III**

### **Planning and Development**

MISD delegates all authority for the design of recreational facilities at Chapel Park to the City. The City agrees to keep MISD informed of all planning activities for the Park.

Within six (6) months of the execution of this MOU, the Parties agree to the installation of a chain link fence delineating the Park from the adjacent MISD campus as illustrated in Exhibit "A." The cost of the fence will be split 70/30 between the Parties with MISD paying the greater percentage. MISD will be responsible for the construction of the fencing but will share specifications and pricing with the City prior to the fencing's procurement.

An annual meeting between MISD administration and the City's administration, or their designated representatives, shall be held to jointly review the terms and conditions of this MOU. During such meetings, the Parties shall evaluate the Park's effectiveness in meeting their needs, identify programming opportunities, review the status of maintenance, consider amendments to the MOU, and discuss recommendations for capital improvements. Either Party may initiate the meeting, and this provision does not preclude additional meetings as necessary.

## **Article IV**

### **Financial Responsibilities**

MISD, as the owner of the Park site, provides the land on which the Park was developed. The City agrees to provide the capital improvement funding required for Park development with the exception of a chain link fence delineating between the MISD Chapel Park Elementary School campus and the Park which cost shall be shared by the parties as stated in Article III. All capital improvements shall be subject to prior approval by both the MISD Board of Trustees and the Waco City Council. Upon completion of any improvements, the City shall assume all responsibilities for the ongoing maintenance of the site.

The City shall be responsible for all water and electrical utilities associated with Park improvements. Capital improvements are defined as any additional furnishings or landscape improvements not included in the original site infrastructure. All future capital improvements must follow the same approval process. In cases where equipment becomes worn out or vandalized, such costs shall be the responsibility of the City.

If either Party desires to make improvements to the site, the proposed improvements must first be presented to and approved by the other Party. All associated costs for such improvements

shall be the sole responsibility of the proposing entity.

## **Article V**

### **Site Management and Use**

During the term of this MOU, the City shall be responsible for managing the site. All matters related to site maintenance, liability, and programming shall be directed to the City. City agrees to make its best effort to provide routine maintenance in accordance with the standards outlined in **Exhibit "B."** Extraordinary maintenance items, such as large-scale capital improvements, irrigation system installations, or replacement of vegetation due to severe weather, shall be funded by the City.

The Park is intended to serve the community and shall remain open to the public. City retains the right to reserve all or portions of the Park for official programs, provided such use does not conflict with the intended purpose of the Park or infringe on the mission of the other entity. Special events organized by the neighborhood association are permitted, provided they are consistent with the Park's purpose and receive prior approval from the City.

The City shall be responsible for the enforcement of Park rules and regulations. The Park may be patrolled by Waco Police Department officers and City Park Rangers. Park rules may also be enforced by employees the City. Park Rangers maintain radio contact with the Waco Police Department. They are authorized to enforce all ordinances, laws, and park regulations as outlined in **Exhibit "C"**.

Possession of firearms in the Park is prohibited, except by authorized law enforcement. Although state law permits firearms in municipal parks, this prohibition is based on the Park's location on school property. Likewise, the possession and consumption of alcoholic beverages are strictly prohibited within the Park. This prohibition reflects the policies governing school district property, regardless of the broader City regulations regarding alcohol.

## **Article VI**

### **Land Ownership and Duration**

The Park is located on land owned by MISD. Chapel Park occupies only a portion of the MISD property, as delineated in **Exhibit "A."** All improvements made to the Park by the City shall remain City property.

MISD agrees to preserve the use of the designated park property for park purposes for the term of this MOU. Should MISD wish to repurpose the land for non-park use, the District agrees to relocate any existing site improvements to another suitable location that serves the same community within the City of Waco. Such relocation must receive prior approval from the City and be financed entirely by MISD.

## **Article VII**

### **Limitations of Liability and Obligations**

Nothing in this MOU shall be interpreted to require either MISD or the City to assume

responsibility for the debts, liabilities, or obligations of the other. Neither entity shall be financially liable for the other's commitments or defaults. The execution of this MOU does not obligate either Party to engage in additional projects, nor does it create any binding obligation to future financial commitments outside the terms explicitly stated herein.

MISD retains all rights to its sovereign immunity. Nothing in this MOU shall be construed as a waiver, limitation, or impairment of MISD's rights under applicable state or federal law.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF WACO, TEXAS**

By: \_\_\_\_\_  
Ryan Holt, City Manager

**ATTEST:**

\_\_\_\_\_  
Michelle Hicks, City Secretary

**APPROVED AS TO FORM & LEGALITY:**

\_\_\_\_\_  
Josh Stephens, Assistant City Attorney

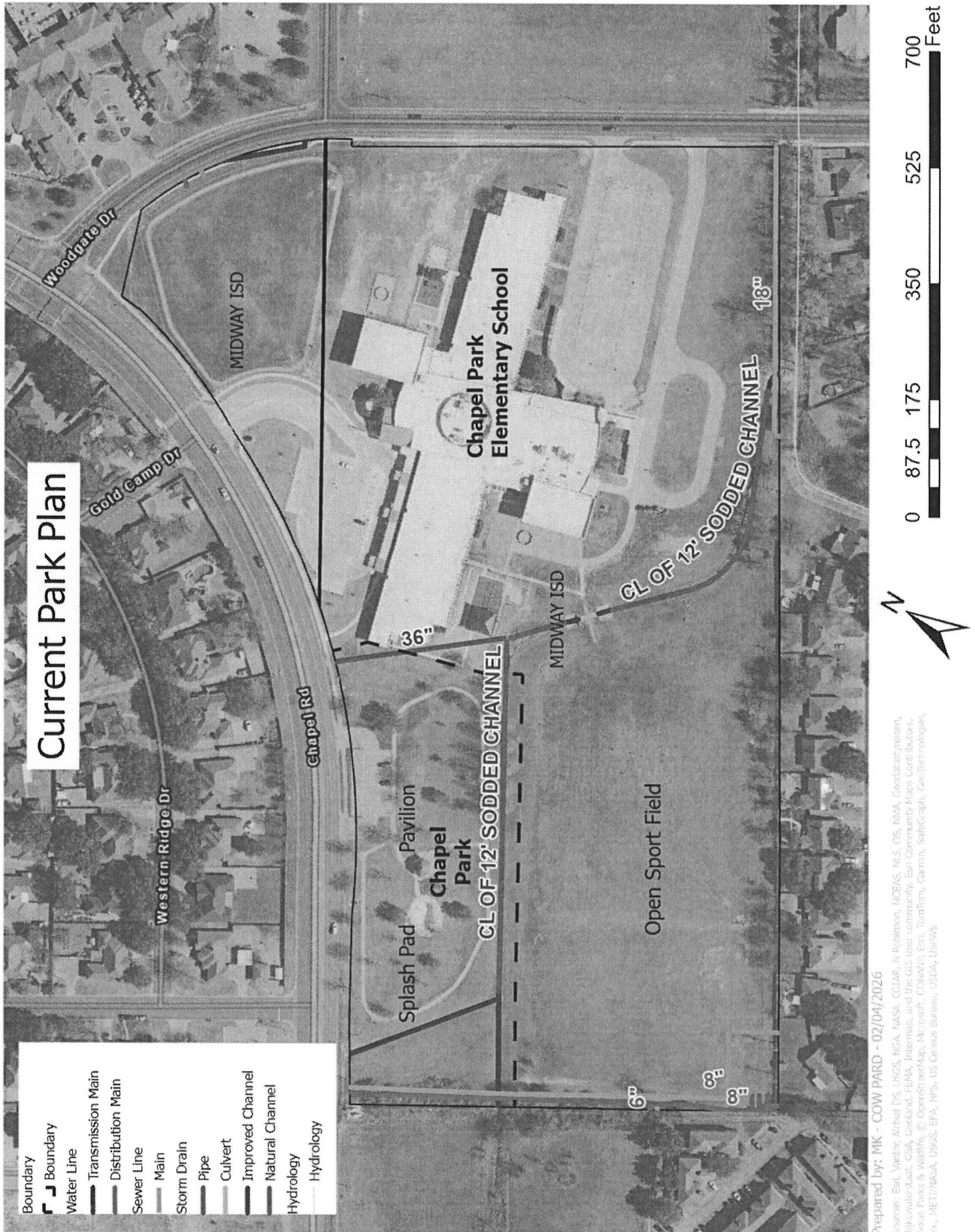
**APPROVED:**

\_\_\_\_\_  
Jonathan Cook, Director of Parks & Recreation

**MIDWAY INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Chris Allen, Ed.D., Superintendent

\_\_\_\_\_  
Attest



## **EXHIBIT B - MAINTENANCE SCHEDULE**

The following maintenance schedule has been established by the City as the standard for preserving the Chapel Park Elementary School property. It outlines the necessary maintenance tasks to ensure a safe and welcoming environment for both students and park visitors. This schedule is intended to serve as a guideline. Any facilities listed in the schedule that are not part of the Park are excluded from this MOU. The schedule defines the minimum acceptable level of maintenance for the park grounds, helping to protect the investment made in the site. The City of Waco has reviewed and concurs with the service level defined in this maintenance plan.



## **EXHIBIT C – PARK RULES AND REGULATIONS**

The rules and regulations outlined below are part of the City of Waco's Code of Ordinances and govern the use and operation of park property. These ordinances are subject to periodic amendments. Park Rangers and law enforcement officers rely on these ordinances while patrolling park areas. In addition, Park Rangers may enforce other park rules and regulations not explicitly included in the Code of Ordinances when deemed necessary.



### **Sec. 17-9. Chapter provisions applicable in event of conflict with other Code provisions.**

If the provisions of this article conflict with any other provisions elsewhere in the Code, the provisions contained in this chapter shall prevail.

(Code 1967, § 23-2)

### **Sec. 17-10. Operation of vehicles in parks, etc.**

- (a) It shall be unlawful for any person to drive or operate any vehicle whatsoever through or upon or to park such vehicle upon any park, hospital grounds or other public property within the city except upon official, designated roadways or parking lots, and except that transportation devices and shared mobility devices may be used on any shared-use path (as these terms are defined in Chapter 25 of this Code).
- (b) The operation of motorcycles is permitted on other than official, designated roadways or parking lots except as follows:
  - (1) It shall be unlawful to operate a motorcycle within a 100-yard radius of public facilities, such as picnic areas, shelters, campsites, playgrounds, athletic fields, swimming pools, tennis courts, observation points, swimming beaches, schools, airports, clubhouses and other public service operations of this nature.
  - (2) It shall be unlawful for motorcycles to be operated or parked on improved lawns, improved slopes, gardens, stairways, paved walkways, bridle paths or any part of a dike, road embankment or dam embankment.
  - (3) It shall be unlawful for any motorcycles to be operated unless equipped with noise-limiting and braking equipment as required for operation on public roads.
  - (4) It shall be unlawful to operate motorcycles one-half hour before sunrise and one-half hour after sunset except upon official, designated roadways or parking lots.
  - (5) It shall be unlawful to operate motorcycles unless rider and passenger are wearing the necessary attire required for operation on public roads.
- (c) Any individual operator of a motorcycle, or passenger, assumes the risk of such operation and is personally responsible for determining the personal safety and welfare of the rider and passenger.
- (d) It shall be unlawful for any person to operate a motorcycle in any area of a park or other public property within the city unless licensed in accordance with state law.

(Code 1967, § 34-58; Ord. No. 2019-287, § 4, 4-30-19)

### **Sec. 17-11. Alcoholic beverages prohibited in neighborhood and community parks.**

- (a) Except as provided by subsection (f), no person may possess an alcoholic beverage in a public neighborhood or community park within the corporate limits of the city.
- (b) Neighborhood and community parks are those public parks designated as such in the Waco Comprehensive Parks, Recreation and Open Space Master Plan, including Pioneer Park, Trail Blazer Park, East Waco Park, Seley Park, S.J. Guthrie Park, Oakwood Park, North Waco Park, Mitchell Park, Alta Vista Park, Kendrick Park, Gurley Park, Mountainview Park, Crestview Park, Council Acres Park, Cotton Palace Park (playground area only), Buena Vista Park, Brooklyn Park, Bell's Hill Park, Jaycee Park, Chapel Park, Viking Hills Park, Bledsoe-Miller Park, Oscar DuConge Park, Dewey Park and South Waco Park.
- (c) Signs that indicate that alcoholic beverages are prohibited will be placed in parks where this section is applicable.

- (d) Any person possessing an alcoholic beverage in a public neighborhood or community park shall be required to leave upon notice.
- (e) A violation of this section does not carry a penal punishment pursuant to this Code.
- (f) A person may possess an alcoholic beverage in the public neighborhood or community park(s) identified on a permit issued by the special events committee during the parade, street activity, or other special event approved by the special events committee for which the permit was issued.

(Ord. No. 2004-0072, § 1, 2-3-04; Ord. No. 2014-337, § 1, 6-17-14)

Editor's note(s)—Ord. No. 2004-0072, § 1, adopted February 3, 2004, enacted provisions intended for use as subsections 1.—6. To preserve the style of this Code, and at the discretion of the editor, said provisions have been redesignated as subsections (a)—(f).

**Secs. 17-12—17-35. Reserved.**