

R-11



CITY OF HOPEWELL CITY COUNCIL ACTION FORM

Strategic Operating Plan Vision Theme:

- Civic Engagement
- Culture & Recreation
- Economic Development
- Education
- Housing
- Safe & Healthy Environment
- None (Does not apply)

Order of Business:

- Consent Agenda
- Public Hearing
- Presentation-Boards/Commissions
- Unfinished Business
- Citizen/Councilor Request
- Regular Business
- Reports of Council Committees

Action:

- Approve and File
- Take Appropriate Action
- Receive & File (no motion required)
- Approve Ordinance 1st Reading
- Approve Ordinance 2nd Reading
- Set a Public Hearing
- Approve on Emergency Measure

COUNCIL AGENDA ITEM TITLE: Authorize the City Manager to enter into an Agreement between the City of Hopewell and the Hopewell Recreation Foundation to convey property to the City identified as 200 Buren Street, Lot 17, Block 47 B Village and 0.52 Acres, Block 97, B Village, further identified as Sub-Parcel #011-1945 and #011-1950.

ISSUE: A Memorandum of Agreement is established to convey property from the Hopewell Recreation Foundation to the City of Hopewell.

RECOMMENDATION: City Administration recommends the City Council authorize the City Manager to enter into an agreement with the Hopewell Recreation Foundation regarding the conveyance of real property from the Foundation to the City.

TIMING: City Council action is requested on December 9, 2014.

BACKGROUND: The owner of 200 Buren Street will gift property to the Hopewell Recreation Foundation. The property is adjacent to the Hopewell Community Center, located at 100 West City Point Road. After ownership is established by the Hopewell Recreation Foundation, it will convey the property to the City whose primary goal is to utilize it for recreational purposes. The Memorandum of Agreement outlines the terms of the conveyance to include time frames and responsibilities of both the City of Hopewell and the Hopewell Recreation Foundation.

FISCAL IMPACT: None

ENCLOSED DOCUMENTS: Attachment 1: Proposed Memorandum of Agreement

STAFF: David C. Fratarcangelo, City Attorney
Tevya W. Griffin, Director, Department of Neighborhood Assistance & Planning

SUMMARY:

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Christina J. Luman-Bailey, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor K. Wayne Walton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Roosevelt Edwards, Jr., Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Mayor Michael C. Bujakowski, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jackie M. Shornak, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Jasmine E. Gore, Ward #4			

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE HOPEWELL RECREATION AND PARKS FOUNDATION
AND THE CITY OF HOPEWELL**

Memorandum of Understanding ("MOU"), made this ____ day of _____ 2014, between Hopewell Recreation and Parks Foundation ("HRPF") and the City of Hopewell ("City") wherein the parties hereby agree to the following with regard to the transfer of ownership of a parcel in the City known as 200 Buren Street ("Buren") from HRPF to the City and to describe the understandings between the Parties, and in consideration of such agreement, both Parties will operate under the mutual promises, covenants and undertakings set forth herein, the Parties hereto agree as follows:

I. HRPF Obligations:

1. HRPF will convey such ownership title as it has in the Buren property by deed of gift to the City within 10 days of the signing of this MOU.
2. Prior to the conveyance of the Buren property to the City, HRPF will perfect recordation of the deed of gift conveying the property to HRPF.

II. City Obligations:

1. The City will perfect recordation of the deed of gift within 7 days of the conveyance of the deed of gift to the City.
2. The City shall perform any environmental surveys and demolish at its own expense all structures or other improvements on the Buren Property within 90 days of the conveyance of the deed of gift to the City.
3. The City agrees to hold the HRPF harmless for any costs, fees, or expenses reasonably incurred by HRPF related to the Buren property during HRPF's ownership and will reimburse said expenses with the exception of fees or costs mandated by state code.
4. The City agrees to assume all incidents and obligations financial, legal, and otherwise for the Buren property upon the conveyance of the property to the City.
5. The City agrees that the Buren property will be used for recreational purposes to be determined in the future.
6. The City agrees to add HRPF and the Buren property as additional insured's for liability purposes during the time that HRPF has ownership.
7. The City agrees that HRPF will have no tax liability during the time HRPF has ownership.

Memorandum of Understanding Between
The Hopewell Recreation and Parks
Foundation and the City of Hopewell

This MOU contains the understanding of the parties and any modifications shall be made in writing with the same formalities as contained herein.

Nothing in this MOU shall give rise to any liability to any third party for any act or omission pursuant to this MOU.

By signing below, the parties certify that they have authorization to enter into this MOU on behalf of their respective party.

WITNESS the following signatures and seals:

Kathleen Vincent, President
Hopewell Recreation and Parks Foundation
PO Box _____
Hopewell, Virginia 23860

_____, City Manager
PO BOX _____
Hopewell, Virginia 23860

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Acknowledgements to outgoing
City Council members

REPORTS OF
THE CITY
ATTORNEY

REPORTS OF CITY CLERK

REPORTS OF
THE CITY
COUNCIL

COMMITTEES

INDIVIDUAL
REQUESTS

ANY OTHER
COUNCILOR

CITIZEN
COUNCILOR
REQUESTS

CCR-1

Cynthia Ames

From: Jackie Shornak <jshornak@hotmail.com>
Sent: Monday, December 01, 2014 7:50 AM
To: Cynthia Ames
Cc: Mark Haley; Charles E. Dane
Subject: Agenda Item for December

Cindy, would you please put as a CCR on the Agenda for December - Beacon Theatre Information and Report. Mark and Charlie, I will get with you regarding this. Just give me a call. Thanks.

Jackie

Councilor Jackie M. Shornak
City of Hopewell
Cell: 804-731-7339
Home: 804-458-0995

CCR-2

Cynthia Ames

From: Christina Luman-Bailey <clumanbailey@gmail.com>
Sent: Tuesday, December 02, 2014 9:24 AM
To: Cynthia Ames
Subject: CCR for next week

Cindy,

I would like to present a brief summary (under CCRs) for the meeting next week -- "Revitalization Tips/Examples from the NLC Experience" (I may modify the title, but this gives you the gist).

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Thanks,
Christina

PRESENTATIONS
FROM
BOARDS
&
COMMISSIONS

COUNCIL COMMUNICATIONS

ADJOURNMENT