



**Town of Gordonsville, Virginia
Agenda Item Summary
May 17, 2021**

<p><u>AGENDA ITEM 10c</u> Unfinished Business</p> <p><u>AGENDA TITLE:</u> Consideration of Memorandum of Understanding for Park Design and Development.</p> <p><u>PRESENTER:</u> Mayor Robert Coiner</p>	<p><u>DISPOSITION:</u> <input checked="" type="checkbox"/> Action Required <input type="checkbox"/> For Discussion <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Closed Session <input type="checkbox"/> Informational</p> <p><u>ATTACHMENTS:</u> <input checked="" type="checkbox"/> yes <input type="checkbox"/> no</p>
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BACKGROUND:

On February 10, 2021, Town Council held a work session to discuss planning for the redevelopment of Verling Park and properties in proximity to the park that may serve as a link between the park and the fireman’s fairgrounds. During the work session, Council indicated their preference that the Town assume the activity of developing a request for proposals to solicit design firm proposals for park planning, and that the release of the RFP be predicated upon the availability of donated funds to support the cost of the initiative.

Staff developed such an RFP for review by Council. After discussion at their April meeting, Council directed the Town Attorney to develop a memorandum of understanding between the Town and Piedmont Environmental Council to set expectations for the park planning and development initiative to be jointly undertaken between the two groups prior to releasing the RFP.

Attached for Council’s consideration is a draft memorandum of understanding for parking planning and development as prepared by the Town Attorney. The document has been reviewed by legal counsel for the Piedmont Environmental Council and reflects their desired modifications.

MOTIONS FOR CONSIDERATION:

Should Council wish to act in this regard, the following motions are offered for consideration:

“Motion to authorize the Town Manager to sign a memorandum of understanding for park design and development, as presented, upon review and approval of the Town Attorney.”

“Motion to authorize the Town Manager to release a request for proposals, upon review and approval by the Town Attorney, to solicit design firm proposals for park planning should funding be available to support the cost of the initiative.”

Memorandum of Understanding

Between

Piedmont Environmental Council

And

Town of Gordonsville, Virginia

For Donation and Development of Park Property

This document establishes an understanding between The Piedmont Environmental Council (hereafter “PEC”) and the Town of Gordonsville, Virginia, (hereafter the “Town”) for the donation of land and development of a comprehensive park to be redesigned and developed upon the donated land and parcels already owned by the Town of Gordonsville, hereafter “The Park.”

I. MISSION

PEC’s mission is to protect and promote the rural economy, natural resources, history and beauty of the Virginia Piedmont. PEC plans to continue assisting the Town in developing more park and open space in the Town on approximately 4.4 acres of land abutting the Fireman’s Fairgrounds.

II. PURPOSE AND SCOPE

PEC purchased 2 parcels of land in the Town of Gordonsville containing approximately 2 acres, known as 304 Market Street and 204 Allen Street, hereafter “PEC Land.” PEC wishes to donate the PEC Land to the Town subject to certain conditions which promote open space and park use. The Town owns 3 parcels of real estate containing approximately 2.422 acres which have been consolidated as shown on the Consolidated and Property Line Vacation Plat, dated March 9, 2020, containing (1) the original Verling Park property, (2) the property purchased along Linney Street, and (3) property purchased from CSX, hereafter the “Town Land.” The parties wish to work together to develop the PEC Land and the Town Land together as one large park, hereafter “The Park.” To further such development of The Park, the parties agree to work together as follows:

1. PEC wishes to convey the PEC Land to the Town for development of The Park.
2. PEC and the Town wish to create a comprehensive park design for The Park prior to conveyance of the PEC Land to the Town;
3. PEC shall raise funds to pay for the design of a comprehensive plan for development of The Park;
4. Upon receipt of such funds, the Town shall issue an RFP for a comprehensive park design for both the PEC Land and the Town Land, with review, cooperation, and comment from PEC, hereafter “Development Plans”;
5. The Town and PEC shall work together, with the winning bidder, to create Development Plans for The Park;
6. Once the Town and PEC agree upon the Development Plans for The Park, PEC shall create and seek Town approval of a form of an easement which shall restrict development of the PEC Land consistent with the approved Development Plans, hereafter the “Easement”;

7. Once the Town and PEC agree upon the Development Plans and the terms of the Easement, then PEC shall convey the PEC Land to the Town, subject to the Town signing such Deed in acceptance of the gift;
8. PEC intends to raise additional funds for development of The Park pursuant to the Development Plans, with the hope that the Town will also apply for available public grant funds for park development;
9. Once the PEC Land has been conveyed to the Town, and funds have been provided to the Town from PEC and/or public grants, the Town intends to send out an RFP for the construction of The Park consistent with the Development Plans.

III. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this understanding. The initial appointees of each organization are:

Piedmont Environmental Council: Peter Hujik, Field Representative
540.395.2911

Town of Gordonsville: Deborah Kendall, Town Manager
540.832.2233

PEC intends to allocate staff, fundraise, and work with the Town for development of The Park.

IV. TERMS OF UNDERSTANDING

The term of this understanding is for a period of one (1) year from the effective date, and may be extended upon written mutual agreement. The parties hereby represent that it is the intent of both parties that the work should commence as soon as possible and that both parties intend to complete the work within the time allowed but that forces beyond their control may extend the deadline. Either party may terminate this understanding upon 30 days written notice.

Authorization

The Piedmont Environmental Council

By: Christopher G. Miller, President

Date

Town of Gordonsville

By: Deborah S. Kendall, Town Manager

Date