



CITY OF HOPEWELL

Hopewell, Virginia 23860

AGENDA

(804) 541-2408

www.hopewellva.gov

info@hopewellva.gov

cityclerk@hopewellva.gov

CITY COUNCIL

John B. Partin, Jr., Mayor, Ward #3

Jasmine E. Gore, Vice Mayor, Ward #4

Rita Joyner, Councilor, Ward #1

Michael B. Harris, Councilor, Ward #2

Janice B. Denton, Councilor, Ward #5

Brenda S. Pelham, Councilor, Ward #6

Dominic R. Holloway, Sr., Councilor, Ward #7

Dr. Concetta Manker, City Manager

Beverly Burton, Interim City Attorney

Brittani Williams, City Clerk

Sade' Allen, Deputy City Clerk

December 17, 2024

SPECIAL MEETING

Open Meeting- 7:30 PM

7:30 p.m.

Call to order, roll call, and welcome to visitors

SPECIAL MEETING

Roll Call

SB-1 - 2025-2026 MOA & Operational Summary- Tabitha Martinez,
Director of Recreation and Parks

Adjournment



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: NOVA South Memorandum of Agreement (MOA) for the 2025-2026 Season.

ISSUE: The need for equitable access to the aquatic facility during the swim season has arisen, necessitating a review and potential adjustment of the current memorandum of understanding. This will ensure that all community members, including external swim teams, recreational users, and local organizations, have fair and adequate opportunities to utilize the aquatic resources provided by the city. Addressing this issue is essential to promote inclusivity, community engagement, and the overall well-being of residents through equitable access to recreational and competitive swimming opportunities.

RECOMMENDATION: Staff recommends City Council endorse the proposed MOA for NOVA South’s 2025-2026 Season.

TIMING: At the December 17, 2024, City Council Special Meeting.

ENCLOSED DOCUMENTS: 2025-2026 NOVA South Memorandum of Agreement Draft and Swim Season Financials PowerPoint Presentation.

STAFF: Tabitha Martinez, Recreation and Parks Director

FOR IN MEETING USE ONLY

MOTION: _____

SUMMARY:

- | | | | | | |
|--------------------------|--------------------------|-----------------------------------|--------------------------|--------------------------|--|
| Y | N | | Y | N | |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Rita Joyner, Ward #1 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Michael Harris, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6 |
| <input type="checkbox"/> | <input type="checkbox"/> | Mayor John B. Partin, Ward #3 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Dominic Holloway, Sr., Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor Jasmine Gore, Ward #4 | | | |

Roll Call

SUMMARY:

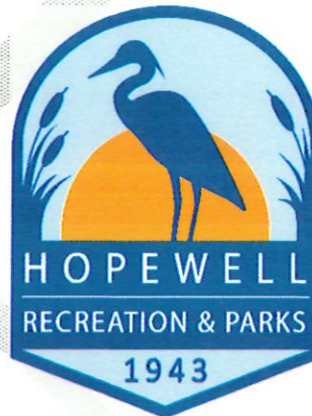
Y N

- Councilor Rita Joyner, Ward #1
- Councilor Michael Harris, Ward #2
- Mayor John B. Partin, Ward #3
- Vice Mayor Jasmine Gore, Ward #4

Y N

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Councilor Dominic Holloway, Sr., Ward #7

**MEMORANDUM OF AGREEMENT
BETWEEN
CITY OF HOPEWELL RECREATION AND PARKS
DEPARTMENT**



**AND
NOVA SOUTH**



Created November 2024

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF HOPEWELL RECREATION AND PARKS DEPARTMENT AND NOVA SOUTH.

INTRODUCTION

This Memorandum of Agreement (MOA) outlines the terms and conditions under which NOVA South is permitted to utilize swimming lanes and facilities at the Hopewell Community Center for the 2025-2026 swim season.

PURPOSE

The purpose of this agreement is to establish a good-faith foundation between the parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual goals and the collective goals of the partnership.

This agreement is designed to detail the specifics of the working relationship between the parties to the mutual benefit of the parties and the communities they serve.

AUTHORITY

The signatories of this agreement hereby certify that they have the legal authority, granted by their official position and/or agency or agency governing body, to enter into written agreements in the lawful performance of their duties and that this MOA constitutes such written agreement.

DEFINITIONS

Center – Hopewell Community Center

Certificate of Insurance - is a document that verifies the existence of an insurance policy and summarizes its key details

Hopewell – Hopewell Recreation and Parks

Lifeguard – an expert swimmer employed to rescue people who get into difficulty in a swimming pool or at the beach, with a current American Red Cross certification

Memorandum of Agreement (MOA) – is a written document that outlines an agreement between parties to work together.

NOVA – NOVA South

Swim season – September 2, 2025-May 30, 2026.

ROLES AND RESPONSIBILITIES

To achieve Parties' mutual desires, each party agrees to the following roles and responsibilities:

Hopewell agrees to reserve three (3) lanes for NOVA South's swim season. Hopewell will communicate all schedule changes as soon as possible to provide NOVA an opportunity to contact its participants.

NOVA South agrees to execute a rental contract, pay monthly rental fees, and follow all rules, guidelines, policies, and staff direction of the Hopewell Recreation and Parks Department. The parties agree that monthly rental fees shall be \$15 per lane per hour or shall be determined by city council approved fees.

The parties agree to perform their roles and responsibilities in a committed, good-faith manner.

TRAINING

Any and all lifeguards employed by Hopewell or NOVA must have a current American Red Cross Lifeguard certification. NOVA must provide certifications for all lifeguards assisting with NOVA's practices to Hopewell.

RESOURCES

To further the collaborative relationship between the Parties, the Parties agree to provide the following resources:

Hopewell shall provide use of a storage closet during NOVA's swim season at no additional charge. Hopewell also agrees to allow NOVA to utilize the tennis courts when not in use by Hopewell or its members for the purpose of dry land practice to include cardiovascular conditioning, plyometric trainings, and team building activities.

NOVA shall provide immediate cleaning of storage closet at the end of the swim season.

The Parties may agree to provide additional resources by amendments to this agreement.

COSTS AND EXPENDITURES

All rental fees as approved by City Council will be in effect based on residency of NOVA's business address.

FACILITY USE

LANE RENTAL

NOVA South may rent a maximum of three (3) swimming lanes during the operational hours of the Hopewell Community Center at the city council-approved rate, determined by NOVA South's business address.

PAYMENT TERMS

Payment for the rented lanes must be made in advance on a monthly basis.

LIFEGUARD REQUIREMENT

NOVA South is responsible for providing an American Red Cross certified lifeguard during all practices at their own expense.

PRACTICE SCHEDULE

Monday through Friday – 4:45 p.m.-7:45 p.m. (3 lanes)

EQUIPMENT STORAGE

NOVA is permitted to store its equipment in designated areas for fitness equipment on the pool deck and in a secure storage closet. All equipment not designated for overnight storage must be removed daily, with liability disclaimers for lost or damaged items. All equipment shall be removed at the conclusion of the term of this MOA. Hopewell shall not be liable for any lost, damaged or stolen equipment or property belonging to NOVA participants, family, friends or guests.

PARENT AND PARTICIPANT EXPECTATIONS

Compliance with Center rules and the terms of the MOA is mandatory for NOVA parents and swimmers. Failure to adhere to guidelines may result in suspension from the Center. Specific expectations are detailed for NOVA coaches, participants, and spectators. The following guidelines pertain specifically to individuals involved with NOVA: (1) Children under the age of 12 must be supervised by an adult coach or guardian at all times when using the Center. Parents must sign a Hopewell liability waiver to be on pool deck during practices. (2) Noise levels at the front desk and locker rooms should be kept to a minimum as to not interfere with the regular operations of Hopewell or the Center. (3) Parents/siblings of NOVA swimmers may use designated spectator areas at the front lobby. (4) No other areas may be accessed without a valid Center membership.

LEGAL OBLIGATIONS/CONSIDERATIONS

NOVA shall not use the Center's address as their business address. If NOVA lists the Hopewell address it must be listed as the practice location.

All individuals associated with NOVA agree to hold the City of Hopewell and the Center harmless from any damages, injuries, expenses or during Center use as outlined in this agreement.

NOVA agrees to add City of Hopewell as an Additional Insured on liability insurance policy with a minimal of one million dollars coverage and provide a copy of its insurance certificate upon the signing of this agreement. Hopewell shall be listed as *City of Hopewell, 300 N. Main St., Hopewell, VA 23860* on this policy.

SPECIAL PROVISIONS

Hopewell: Per the City's Risk Manager and Virginia Risk Sharing Association, "City staff must be present at the city facilities to ensure that proper safety is in place for staff and patrons. This keeps all parties at lower risk of liability. IE: Use of City pool needs to have *Certified City staffed* lifeguards present while pool is being used regardless if staff, citizens, swim team, or outside party."

Hopewell: Hopewell will be closed for all city holidays and no practices will be permitted. Hopewell reserves the right to close the building under special circumstances, including, but not limited to, natural disasters, acts of God, and other unforeseen circumstances that otherwise create an unsafe environment with prompt notification to NOVA. In addition to city holidays, the following dates, the building will be unavailable to NOVA, 2025-2026 dates are October 11, October 25, December 7, 2025 and March 27, 2026.

NOVA: NOVA may only enter the pool when two guards, a Hopewell guard and NOVA guards are present as well as the NOVA coach.

NOVA: NOVA coaches, staff, or participants cannot be a lifeguard while coaching or participating in NOVA practices.

NOVA: NOVA is prohibited from using the starting blocks.

NOVA: NOVA participants may use locker rooms fifteen minutes before practice and shall vacate the premises within fifteen minutes after practice is over.

COMMUNICATION BETWEEN PARTIES

Hopewell will designate a primary and a secondary point of contact for NOVA South. This is typically the Aquatic Programs Supervisor and the Recreation Programs Manager for the Department. However, in some cases it may be the Recreation Programs Manager and the Recreation and Parks Director. All communication will be in written format via text messages or emails and will be answered within two business days with the goal of answering within the working day email is received unless it is an emergency then a phone call followed by a synopsis email of the conversation.

NOVA has designated the point of contact to be the NOVA South Head Coach. All communication will be in written format via text messages or emails and will be answered within two business days with the

SWIM SEASON FINANCIALS

Revenues, Expenses, and Projections



HOPEWELL RECREATION AND PARKS

DIRECTOR TABITHA MARITNEZ, M.Ed., CPRE

OVERVIEW

- Introduction
- 2022-2023 Swim Season Financial Overview
- 2023-2024 Swim Season Financial Overview
- Challenges and Issues
- Recommendations
- Conclusion



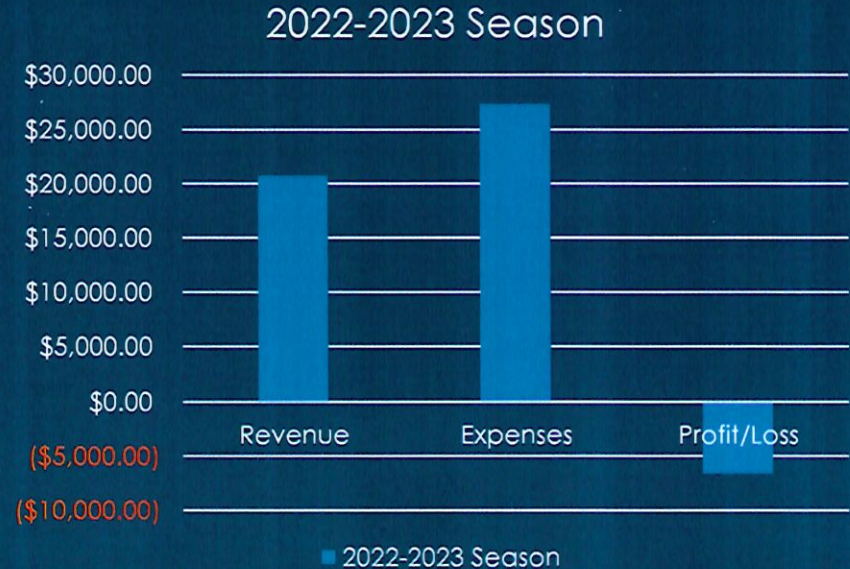
INTRODUCTION

- 2022-2023 – September 2022-June 2023
 - Rate was \$7/l/h -- Total Hours 258.25
 - Monday, Wednesday, Friday – 4:30 a.m.-6:30 a.m. (6 lanes)
 - Monday and Wednesday – 4:45 p.m.-7:45 p.m. (4 lanes)
 - Tuesday and Thursday – 4:45 p.m.-7:45 p.m. (5 lanes)
 - Saturday – 7:30 a.m.-10:30 a.m. (6 lanes)
- 2023-2024 – September 2023-May 2024
 - Rate was \$10/l/h -- Total Hours 339.35
 - Monday, Wednesday, Friday – 5 a.m.-7 p.m. (6 lanes)
 - Monday and Wednesday – 4:45 p.m.-7:30 p.m. (4 lanes)
 - Tuesday and Thursday – 4:45 p.m.-7:30 p.m. (5 lanes)
 - Saturday – 7:30 a.m.-10:30 a.m. (6 lanes)



2022-2023 SWIM SEASON

- Total Revenue: \$20,704.25
- Total Expenses: \$27,348.73
 - Third-Party Services - \$6,374.00
 - Columbia Gas – \$18,288.54
 - Arc3 – \$1,060.31
 - Electric – \$225.13
 - Water - \$1,400.75
- Net Profit/Loss: **-\$6,644.48**



2023-2024 SWIM SEASON

- Total Revenue: \$28,510.00
- Total Expenses: \$19,378.56
 - Third-Party Services - \$5,497.75
 - Columbia Gas – \$11,070.72
 - Arc3 – \$1,314.35
 - Electric – \$888.44
 - Water - \$607.30
- Net Profit/Loss: \$9,131.44



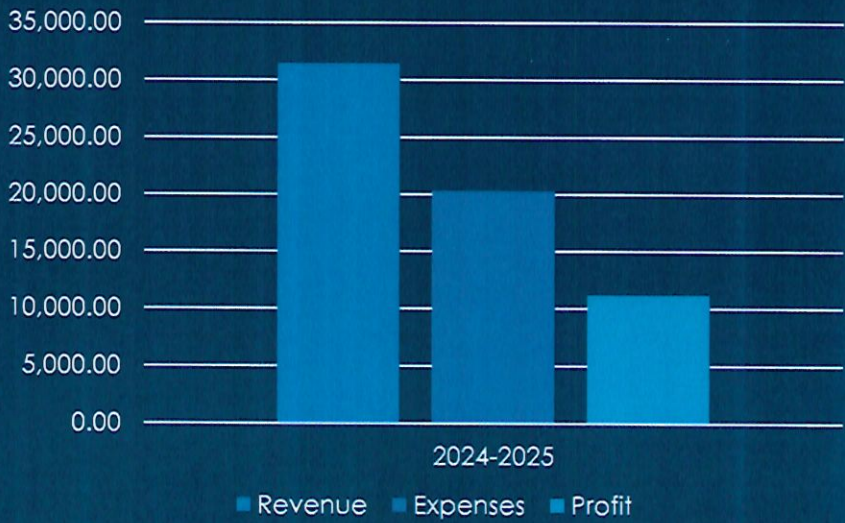
Financial Overview



2024-2025 SWIM SEASON - PROJECTED

- Total Revenue: \$31,399.50
- Total Expenses: \$20,256.00
 - Third-Party Services - \$6,000.00
 - Columbia Gas – \$11,100.00
 - Arc3 – \$1,370.00
 - Electric – \$650.00
 - Water - \$1,136.00
- Net Profit/Loss: \$11,142.92

Financial Overview



2025-2026 SWIM SEASON - PROPOSED

- Total Revenue: \$24,434.00
- Total Expenses: \$18,256
 - Third-Party Services - \$4000.00
 - Columbia Gas – \$11,100.00
 - Arc3 – \$1,370.00
 - Electric – \$650.00
 - Water - \$1,136.00
- Net Profit/Loss: \$6178.00

Financial Overview



SWIM SEASON COMPARISONS

- Net Loss of **-\$6,644.48**
- Net Income **\$20,160.00***
 - Resuming Swim Lesson
 - Potentially resuming Private Lessons

Financial Overview



CHALLENGES AND ISSUES

- Facility limitations
- Deferred maintenance
- Compensation for lifeguards
- Service delivery
- Staff burnout and turnover
- Member satisfaction



RECOMMENDATION

- Limit outside agencies or individuals from utilizing more than three lanes of the aquatic facility at Hopewell Community Center per day.
- Require outside agencies or individuals to provide an American Red Cross certified Lifeguard at their cost during all rentals with more than 10 people.
- Outside agencies can only utilize the Hopewell Community Center during operational hours.
- City Council to approve the *MOA HRP_NOVA South 2025-2026* Draft as presented.



QUESTIONS & DISCUSSION

- Questions?
- Thank You!



ADJOURNMENT