

AGENDA



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, Interim City Manager
Danielle Smith, City Attorney
Alisa Parham, Acting City Clerk
Ishea Sandiford, Acting City Clerk

April 25, 2023

REGULAR MEETING

Closed Meeting: 6:00 PM
Regular Meeting: 7:30 PM

6:00 p.m. Call to order, roll call, and welcome to visitors

CLOSED MEETING

SUGGESTED MOTION: Move to go into closed meeting pursuant to Va. Code Section § 2.2-3711 (A) (1) to discuss and consider personnel matters, including board and commission appointments; the assignment and performance of specific appointee and employees of City Council, and to the extent such discussion will be aided thereby, (A)(4) for the protection of the privacy of individuals personal matters not related to public business; (A)(3) to discuss and consider the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body; (A)(5) to discuss a prospective business or industry or the expansion of an existing business or industry.

Roll Call

RECONVENE OPEN MEETING

CERTIFICATION PURSUANT TO VIRGINIA CODE § 2.2-3712 (D): Were only public business matters (1) lawfully exempted from open-meeting requirements and (2) identified in the closed-meeting motion discussed in closed meeting?

Roll Call

WORK SESSION

REGULAR MEETING

7:30 p.m. Call to order, roll call, and welcome to visitors

Prayer by Reverend Danny Tucker, followed by the Pledge of Allegiance to the Flag of the United States of America led by Councilor Denton.

SUGGESTED MOTION: To amend/adopt Regular Meeting agenda

Roll Call

CONSENT AGENDA

All matters listed under the Consent Agenda are considered routine by Council and will be approved or received by one motion in the form listed. Items may be removed from the Consent Agenda for discussion under the regular agenda at the request of any Councilor.

C-1 Minutes:

C-2 Pending List:

C-3 Information for Council Review:

C-4 Personnel Change Report & Financial Report:

C-5 Public Hearing Announcements: Hopewell Public School FY24 Budget – 5.09.2023 ;
Personal Property, Business Property, and Machine & Tools Tax Rate Hearing - 5.23.23

C-6 Routine Approval of Work Sessions:

C-7 Ordinances on Second & Final Reading:

C-8 Routine Grant Approval:

SUGGESTED MOTION: To amend/adopt consent agenda

INFORMATION/PRESENTATIONS

1. **Hopewell Downtown Partnership** - Heather Lyne
2. **Economic Development and Tourism Overview** - Charles Bennett

PUBLIC HEARING

CITY CLERK: *All persons addressing Council shall step to the microphone, give name and if they reside in Hopewell, their ward number, and limit comments to three minutes. No one may address council more than once per meeting, unless granted permission by the presiding officer. Speakers address council as a body, not individual councilors. Questions are asked of councilors and staff through the presiding officer. Any person who makes personal, impertinent, abusive, or slanderous statements, or incites disorderly conduct in the council chamber may be reprimanded by the presiding officer, and removed from the meeting upon a majority vote of councilors present, excluding any councilor who is the subject of the motion. (See Rules 405 and 406)*

PH-1 - FY24 City Budget, Dr. Concetta Manker, Interim City Manager

PH-2 - Nuisance Property Ordinance, Danielle Smith, City Attorney

PH-3 - C-Pace Ordinance, Danielle Smith & Charles Bennett

COMMUNICATIONS FROM CITIZENS

CITY CLERK: *A Communication from Citizens period, limited in total time to 30 minutes, is part of the Order of Business at each regular Council meeting. All persons addressing Council shall approach the microphone, give name and, if they reside in Hopewell, their ward number, and limit comments to three minutes. No one is permitted to speak on any item scheduled for consideration on regular agenda of the meeting. All remarks shall be addressed to the Council as a body, any questions must be asked through the presiding officer. Any person who makes personal, impertinent, abusive, or slanderous statements, or incites disorderly conduct in Council Chambers, may be barred by the mayor from further audience before Council and removed, subject to appeal to a majority of Council (See Rules 405 and 406)*

UNFINISHED BUSINESS

REGULAR BUSINESS

R-1 Cameron Foundation Grant Approval for Shiloh Lodge, Christopher Ward, Director of Development

Reports of City Manager:

Reports of City Attorney:

Reports of City Clerk:

BOARD/COMMISSION VACANCIES

Architectural Review Board: 1 Vacancy

Board of Equalization/Board of Zoning Appeals: 1 Vacancy

Community Policy and Management Team: 3 Vacancies

Crater District Area Agency on Aging: 1 Vacancy

District 19 Community Services Board: 1 Vacancy

Downtown Design Review Committee: 2 Vacancies

Historic Preservation Committee: 5 Vacancies

Hopewell Redevelopment and Housing Authority: 1 Vacancy

Keep Hopewell Beautiful: 1 Vacancy
Planning Commission: 3 Vacancies
Recreation Commission: 3 Vacancies
School Board: 1 Vacancy
Social Services Advisory Board: 2 Vacancies

Reports of City Council:

Committees

Councilors Request

Presentations from Boards and Commissions

Other Council Communications

Adjournment

CLOSED MEETING

CONSENT AGENDA

C-5: Public Hearing Announcements

Hopewell Public School FY24 Budget – 5.09.2023

Personal Property, Business Property, and Machine &
Tools Tax Rate Hearing - 5.23.23

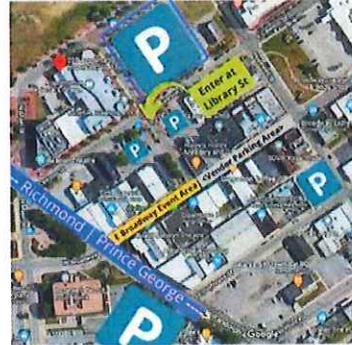
INFORMATION/ PRESENTATION

Heather Lyne
Hopewell Downtown
Partnership



20
22

ANNUAL REPORT



"Where Friends & Rivers Meet"

THE HOPEWELL DOWNTOWN PARTNERSHIP (HDP)

MISSION: We are a grassroots, 501(c)3 nonprofit dedicated to building a healthy, vibrant and prosperous central downtown district for the Hopewell community.

In 2007, a group of citizens gathered together over a shared concern for the future of Downtown Hopewell which is a designated National Historic District. After several years of hard work, we earned esteemed 'Accredited Program' status with the National Main Street Center. We have spearheaded the revitalization efforts in Downtown with the City of Hopewell for over a decade now.

We connect Downtown Hopewell to a network of more than 1200 other communities, rural and urban, working on similar challenges and applying one of the most powerful revitalization models. The cumulative success of the Main Street Approach® on the local level has led to \$95.33 billion reinvested, 161,036 businesses started, 717,723 jobs created, and 314,431 buildings rehabilitated in those communities since 1980. All Main Street America™ Accredited programs put a local spin on Main Street's trademarked "Four Point Approach" below and meet a set of National Standards of Performance.



2022 - 2023 BOARD OF DIRECTORS

Drew Dayberry, *President*
Iris Walker, *VP*
Jan Butterworth, *Secretary*
Rita Joyner - *Immediate Past*
Donald Barrow
Crystal Benjamin
Mary Calos

Phillip Hughes
Jay Jones
Mary Ann Leftwich
Chubs Maharaj
Brian Manning
Rebecca Redling
Crisman White

**Chris Ward - City Staff Liaison*



PROMOTIONS + EVENTS

DID YOU KNOW? Our events and activities brought 10,000+ people Downtown in 2022.

NEW COMMERCIAL: With Dovetail Productions, HDP directed and produced a new commercial that invites viewers to join the movement in Downtown. It features business owners and destinations and is generating a buzz for Downtown's resurgence. .

SIX STREET FESTIVALS: Our Director and Board Members throw large free events for the public throughout the year. Our Third Thursdays, HarvestWeen, Winter Fest & Holiday Market and the weekly HOPEWELL FARMERS MARKET generate foot traffic in Downtown, boost local commerce and create space for community members to gather and connect.

RESTAURANT GUIDE: To promote our burgeoning food and bev scene, we design and distribute a Restaurant Guide to hotel management and hotspots like the Beacon Theatre.

"WHERE FRIENDS & RIVERS MEET": HDP's new slogan "Where Friends & Rivers Meet" was concocted to heighten awareness around Downtown's waterfront assets and amicable vibe. We are incorporating this slogan into all of our marketing efforts and events.



FREE FACADE DRAWINGS: Through our state partners at Virginia Main Street, HDP is able to provide free architectural renderings to business owners and local property owners in the Hopewell Downtown Historic District. In 2022, we provided over 10 facade renderings and consultations with Frazier & Associates and saved our stakeholders considerable dollars.

BIKE RACKS: In support of the City's Active Connections Bike Lane Plan, we curated four heavy duty "Downtown Hopewell" branded bike racks and bike repair station that are now installed at City Hall, the Community Center Skate Park, the Hopewell Library and City Park.

ALLEY ACTIVATION: A formerly blighted, underutilized alley is now well-lit, festive and inviting to community members. The new aesthetic for Broyhill Alley is also an indicator to the thousands of drivers that pass by daily on Route 10 that Downtown is indeed, on the rise.



DOWNTOWN VITALITY

DID YOU KNOW? For every dollar that goes into our HDP's budget, another \$54.80 of public and private investment follows or occurs. That's quite the return!

'HOMEGROWN FOR HOPEWELL: HDP was one of seven Community Business Launch(CBL) grant awardees in the entire state. With CBL funding, we coordinated a Business Pitch competition which led to the opening of 3 new businesses, 8 FTE jobs and over \$450,000 in property acquisition and renovations. All 100+ entrepreneurs benefitted from free courses at VSU's Minority Small Business Launch Center and ongoing support from HDP staff/board.

SMALL SCALE DEVELOPMENT BOOT CAMPS: We engaged 236 participants in a Small Scale Development series taught by the Incremental Development Alliance and offered 39 scholarships to local or BIPOC/SWaM participants! HDP sponsored the series with a Virginia Business District Resurgence Grant and the goal of building communal wealth through real estate redevelopment education.

DOWNTOWN INVESTMENT GUIDE: We created a versatile 24 page marketing tool that appeals to business prospects, brokers, agents, investors, large employers, employees, future neighbors and the like.

HOUSING STUDY: HDP partnered with LandUse USA|Urban Strategies to produce a four-part Targeted Residential Market Analysis - 286 pages of data and content!



ORGANIZATION

DID YOU KNOW?

Since 2011, HDP volunteers have contributed 8500+ hours to Downtown. The estimated market value of that time is over \$255,000!

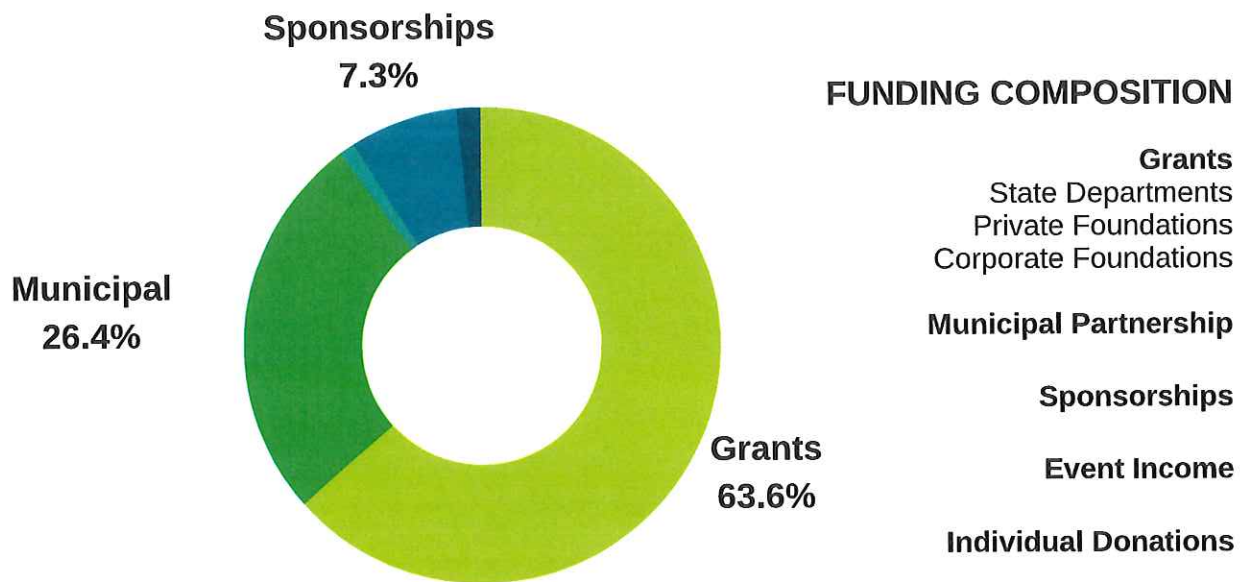
VIRGINIA MAIN STREET: Since 1985, the VMS program has been serving as a Main Street America Coordinating State program and paving the way for successful and enduring community revitalization. Housed under the Virginia Department of Housing and Community Development's Community Vitality Office (CVO), VMS offers HDP a range of services and assistance to stimulate long-term growth and pride in Downtown.

GRASSROOTS: HDP Boards and Committees are made up of volunteers who live or work in Hopewell and care about the community. Each volunteer brings their unique talents and perspectives to the resurgence effort which keeps HDP's work authentic and rooted in "the local." Our Director then provides structure and rallies funding and support for the mission.

ADVISORY BOARD: We established our first-ever Advisory Board of 20 experts from the Greater Richmond Region and Tri-Cities to supplement our working Board's efforts and grow more ambassadors for Downtown. HDP hosted two Advisory Board events in Downtown and consolidated unmet recommendations from existing Hopewell plans to guide them.

2022 FINANCIAL SNAPSHOT

HDP TOTAL REVENUE: \$299,500



DOWNTOWN REPORT

11 Private COMMERCIAL PROPERTY IMPROVEMENT Projects
5 New "BRICK AND MORTAR" BUSINESSES Opened

REAL PROPERTY ASSESSMENT OF THE HISTORIC DISTRICT
\$29,391,200

TOTAL FOOD TAX GENERATED FOR THE CITY
\$305,016.27

VACANCY RATE **A dramatic decrease from 50% in 2011*
16.67%

HOPEWELL 2023

Free
Entry

There is something for everyone
this year in Downtown Hopewell

Family
Fun



← A YEAR OF FUN IN →
DOWNTOWN
HOPEWELL



Community Paddle Day
Come kayak for free at City Park
Presented by Hopewell Downtown Partnership

MAY
06th

Free Comic Book Day Fest
Celebrate before the Fireworks
Presented by Time Capsule

MAY
06th

Hopewell Juneteenth
Celebration at City Park
Presented by Hopewell Community

JUNE
17th

Downtown Thunder
Party before the Fireworks
Presented by City Point And Artisan Alley

JULY
1st

Third Thursday Festival
Live Music, food, and vendors
Presented by Hopewell Downtown Partnership

JULY
20th

Third Thursday Festival
Live Music, food, and vendors
Presented by Hopewell Downtown Partnership

AUG.
17th

Paddle-Or-Battle
Join the kayak race
Presented by FOAM

SEPT.
23th

Lamb Arts Fest
Exhibitions, Activities, and Music
Presented by Lamb Arts

OCT.
07th

City Point 5K
Race around City Point
Presented by

OCT.
28th

Harvestween
Trunk-or-treat, costume contest
Presented by Hopewell Downtown Partnership

TBD

Hopewell Wine Festival
Wine from around the region
Presented by Wine Club Of Hopewell

NOV.
18th

Shop Small Saturday
Shop local this holiday season
Presented by Hopewell Downtown Partnership

NOV.
25th

Light Up The Night
Winter festival and holiday market
Presented by Hopewell Downtown Partnership

DEC.
03th

WWW.HOPEWELLDOWNTOWN.COM



SAVE THE DATE

04 27 2023

Open House Tour & Reception

Join HDP in Downtown Hopewell from 4:00-6:00pm on Thursday, April 27th to tour several exciting renovation projects and view available commercial spaces.

Reception to follow at 6:00pm with drinks, appetizers and live music - as a standalone or add-on to the walking tour. Here, you can learn more about the revitalization of Downtown and hear about opportunities for local and regional economic growth from our partners below.

More details and RSVP link to come.



info@rvapaddlesports.com

804-898-0697

Paddle In Your Park

with RVA Paddlesports



Saturday May 6th, 2023
at Hopewell City Park from 1-4PM
FREE Pre-register

Registration can be done online
through QR code or on the day of the event



BEYOND BOUNDARIES
ADVENTURE IS FOR EVERYONE

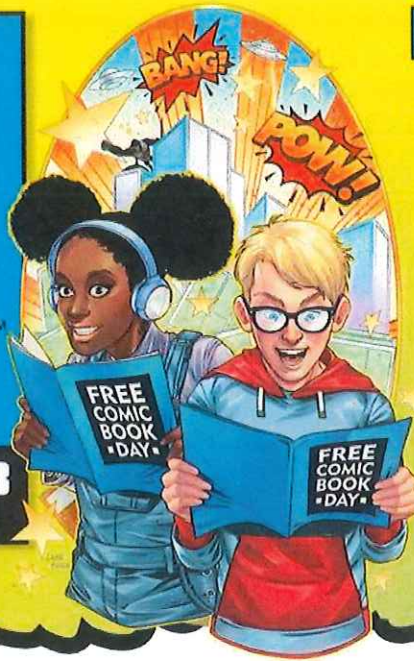


**FREE
COMIC
BOOK
-DAY-**

Fest!

May 6, 2023

freecomikbookday.com



FREE COMIC BOOK DAY FEST

FREE COMIC BOOKS
plus Great Sales at

THE TIME CAPSULE

205 E Broadway, Hopewell, VA

804-458-4002

Vendors featuring:

Comic Books, Pokemon Cards, Toys,
Sports Cards, Crafted Items and More!

Enjoy the festivities with
Food Trucks and Live Music!

Free Comic Book Day (FCBD) is the biggest event in the comic book industry—a single day when participating comic book specialty shops across North America and around the world give away comic books absolutely free to anyone who comes into their shops! Founded on the belief that for every person out there, there's a comic book they'll love, the annual event offers a huge selection of free titles designed to appeal to a broad range of age levels and their tastes.



Come to The Time Capsule
at 205 E Broadway, Hopewell, VA
for **FREE COMICS** and some **GREAT SALES**,
but we are also closing down East Broadway and
filling it with **FOOD TRUCKS, VENDORS**, and **LIVE MUSIC!**

EVERYONE IS WELCOME!
SATURDAY, MAY 6, 2023
12 PM – 5 PM

This event is brought to you by:

THE TIME CAPSULE

and

HOPEWELL

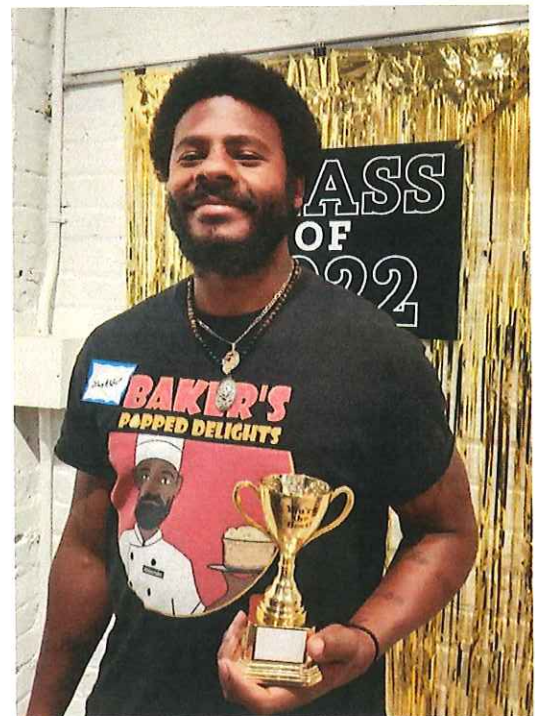


DOWNTOWN
PARTNERSHIP





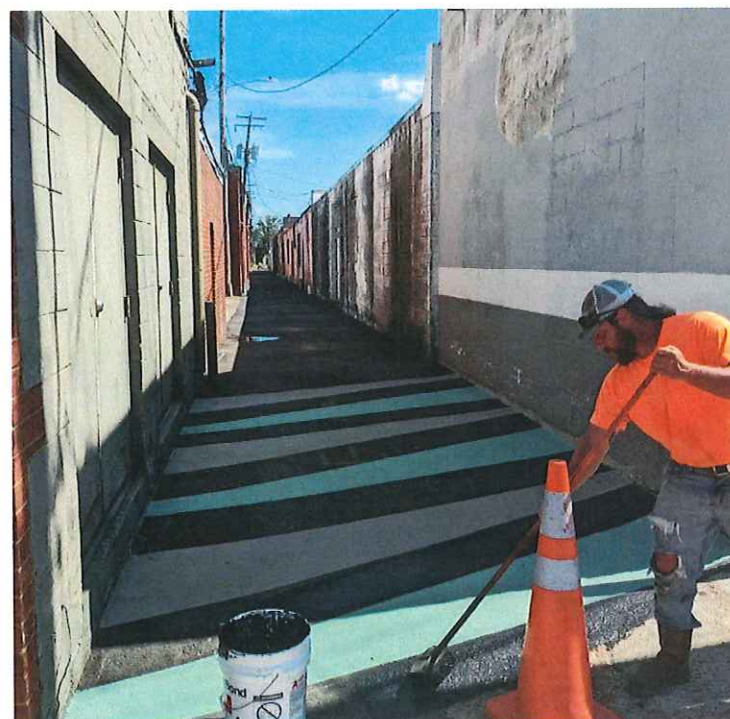
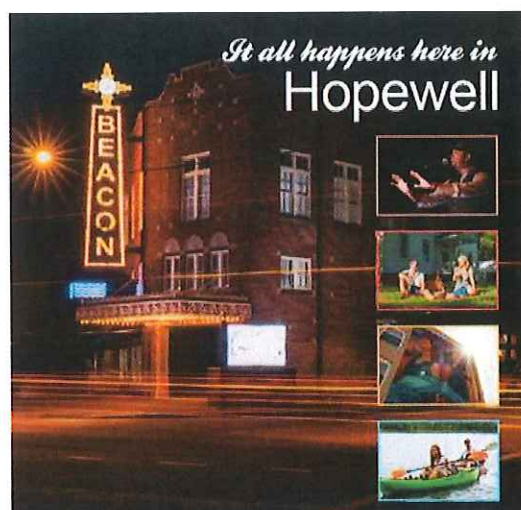
*We love you,
Hopewell!
Thank you for
supporting
Downtown!*





106 N Main St, Ste A
Hopewell, VA 23860

www.hopewelldowntown.com
(804) 571-1068



Charles Bennett
Economic
Development and
Tourism



City of Hopewell

Economic Development and Tourism

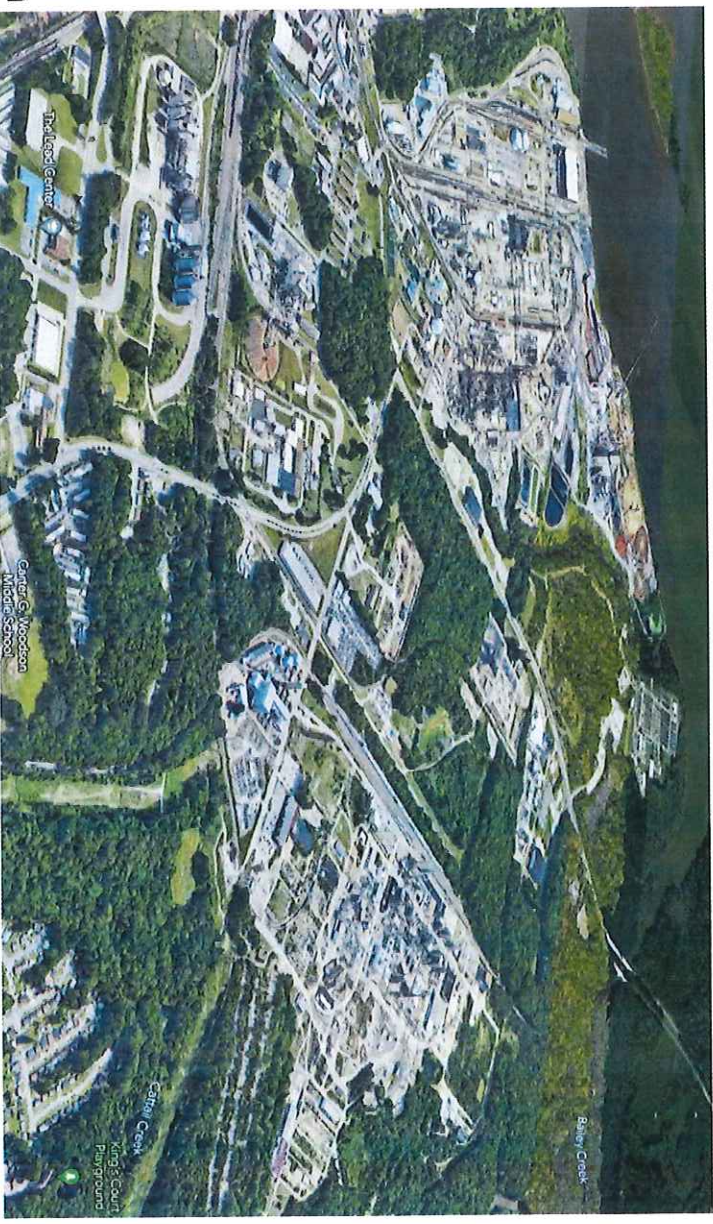
4/25/2023



Area of Focus: Industry, Logistics, Distribution, R&D

Key Factors:

- Environmental Responsibility
- Community Engagement
- Dependable Utilities
- Predicable Cost of Business
- Workforce Development
- Co-Tenants and Collaboration
- Modern Logistics & Distribution



Vision:

Economic Development Vision for Hopewell Industrial area is to cultivate a Ecosystem of Production, Research, Development and Education. We do this together with current industrial partners. Leverage the infrastructure assets and experience of the past into a greater and more advanced future.



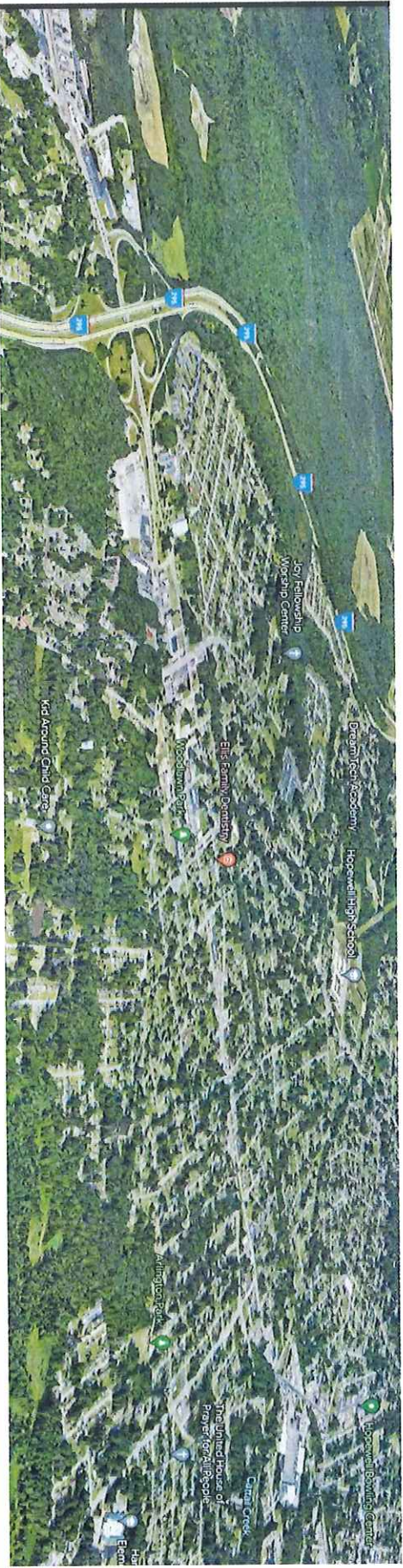
Area of Focus: Business Goods and Services Corridor

Key Factors:

- Location and Available Space
- Demographics and Data
- Predicable Cost of Business
- Workforce Development
- Co-Tenants and Foot Traffic

Vision:

Economic Development is working to create space opportunities for business to access markets. This includes working to redevelop and revitalize historic business sites along with new locations. Preservation of African American Story at Arlington by creating small area historic district.

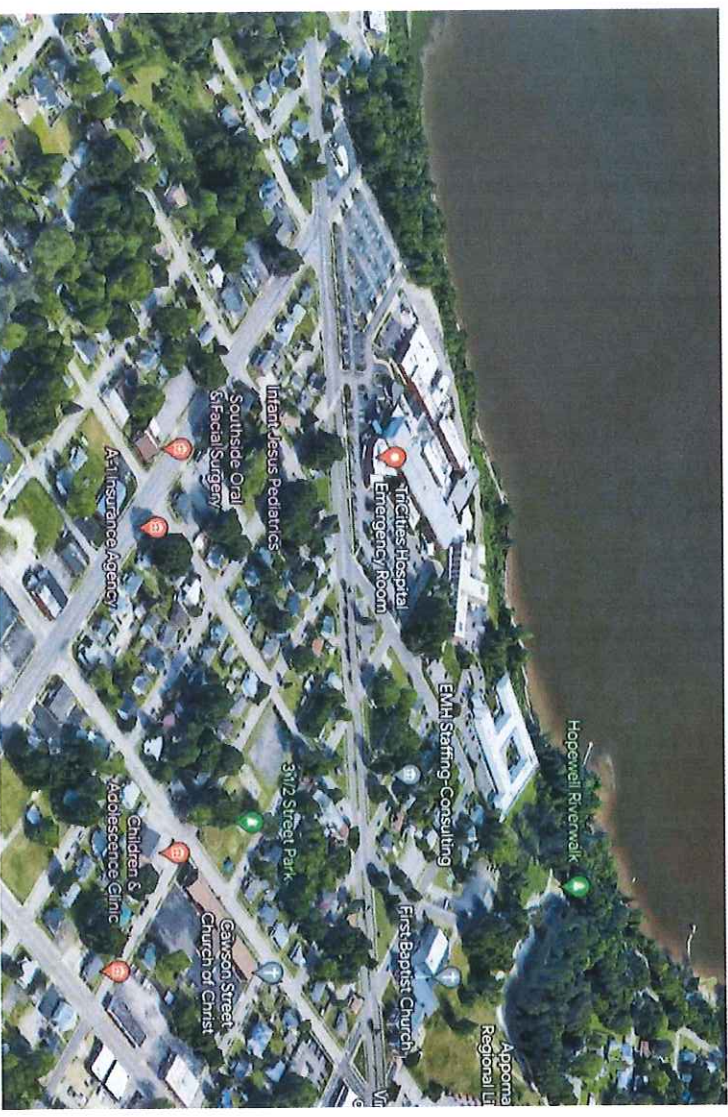




Area of Focus: Medical Office

Key Factors:

- Adjacency to Hospital
- Class A Medical Office Space
- Access for aging population
- Workforce Development
- Co-Tenants and Collaboration



Vision:

Economic Development Vision TriCities Hospital area is to create a Medical Office Campus that will provide space to support the complete wholeness and wellness of Hopewell residences and surrounding communities. This will be accomplished through investment in strategic partnerships and property acquisitions.



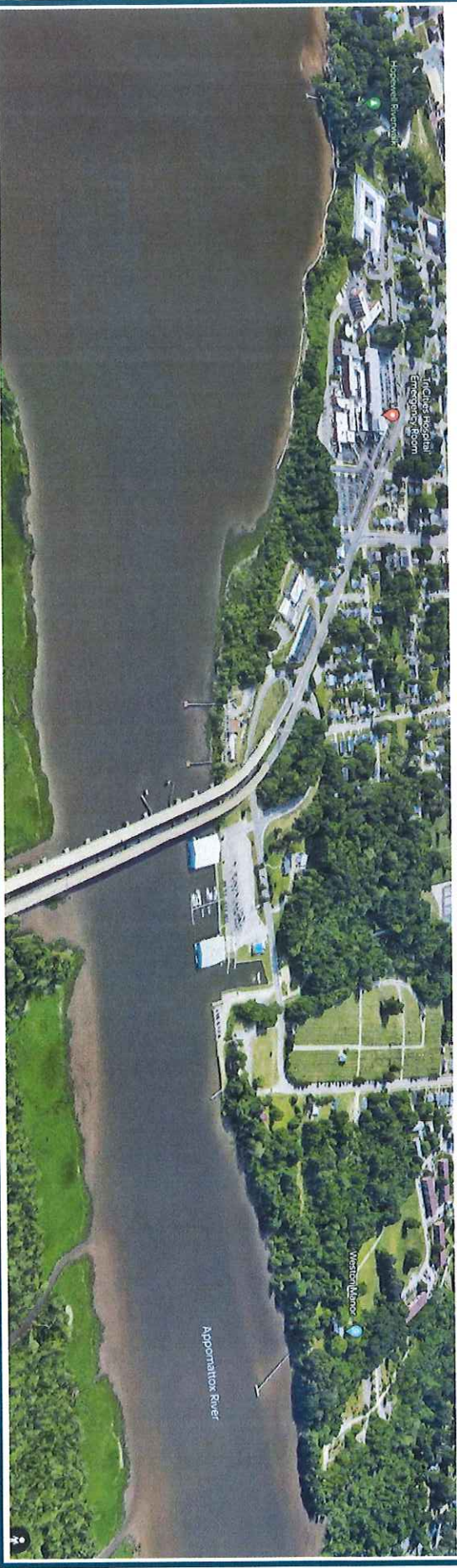
Area of Focus: Waterfront & Play

Key Factors:

- Increase access to waterfront
- Environmental Preservation
- Large Capital Investment
- Funding for maintenance
- Appomattox River Trail
- Quality of Life

Vision:

Economic Development is working to cultivate a vibrant waterfront ecosystem that includes Recreational, Residential and Commercial activities. Balance of public access, private access, new revenue sources. This will be accomplished through combination of public / private investment, sales and leases of water front properties to maximize ROI.





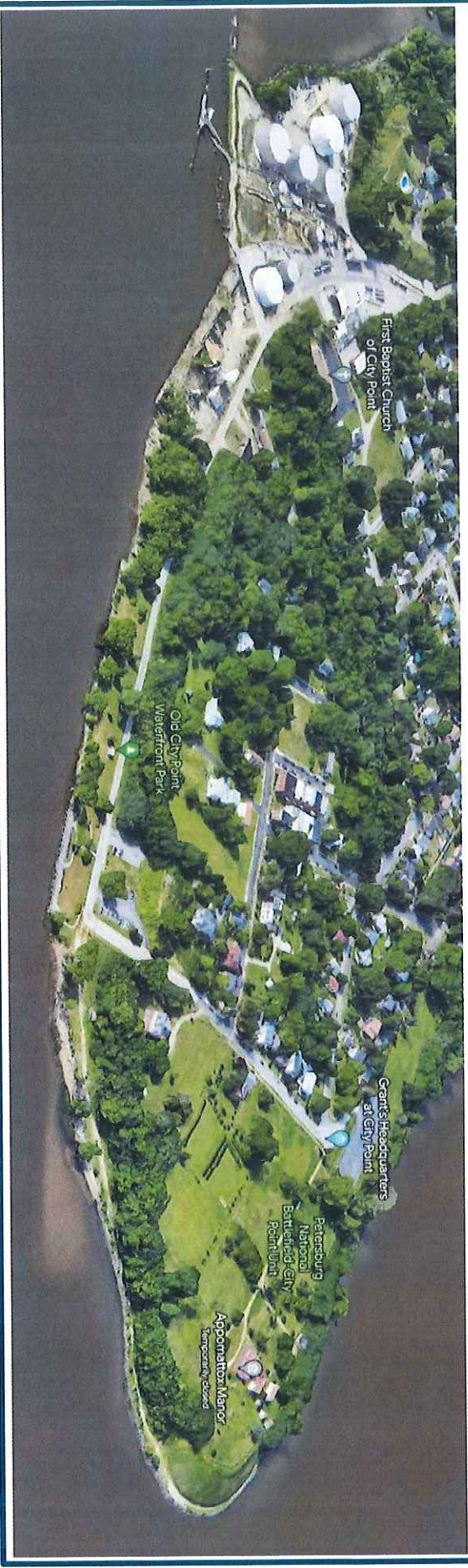
Area of Focus: Tourism and History

Key Factors:

- National Park Service Spaces
- Historic Structures and places
- Preservation and Celebration
- Indigenous Peoples and African American, European story
- Ecotourism and Education

Vision:

Economic Development is working to change the dynamic of City Point to a destination rather than a byway. This will be accomplished by leveraging the historical places to curate the stories and market to the largest and most diverse audience. Investment in redevelopment of historic waterfront wharf to support ecotourism and education.





Area of Focus: Downtown

Key Factors:

- Destination Entertainment and experience venues
- Critical mass of retail
- Walkable amenities
- Festive celebratory atmosphere
- Co-Tenants and Collaboration

Vision:

Increased programming and places for entertainment, festive and celebratory events and experiences. Development of high end boutique lodging. Historic preservation and responsible infill development to include professional grade housing. Cultivation and support of retail business to market goods and services for each day of the week and all waking hours of the day. Development of Children's / Science innovation center as educational destination.

PUBLIC HEARING

PH-1



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: FY24 Operating & Capital Budget

ISSUE: Public hearing to receive citizen input on the proposed FY 24 City of Hopewell Budget

RECOMMENDATION: Conduct the public hearing and receive citizen input on 1st Reading of FY24 City Budget

TIMING: Public Hearing scheduled for April 25, 2023

BACKGROUND: The Proposed FY 24 Operating & Capital Budget appropriates a total of approximately \$197,269,655. The Proposed General Operating Fund is approximately \$61,431,781, which is an increase of \$4,018,362 or 7% over FY 23.

ENCLOSED DOCUMENTS:

- Proposed FY 24 Operating & Capital Budget Presentation

STAFF: Dr. Concetta Manker, Interim City Manager

Michael Terry, Finance Director

FOR IN MEETING USE ONLY

MOTION: _____

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

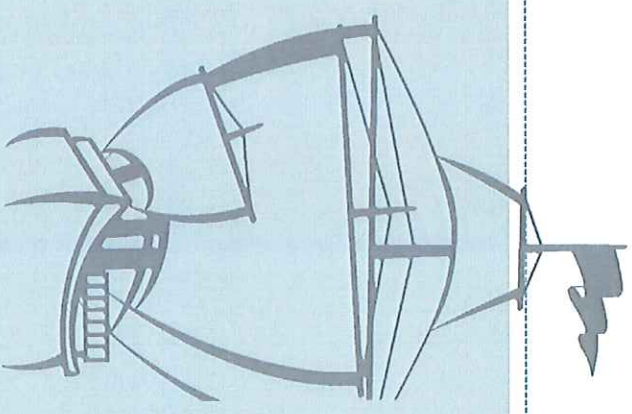


Proposed FY 24 Operating & Capital Budget

1

Public Hearing

Hopewell, VA
City Council Meeting
April 25, 2023





Proposed FY 24 Operating & Capital Budget

2

The purpose of today's presentation is to:

- **Provide City Council with an overview and highlights of the proposed FY24 Operating & Capital Budget**
- **Announce work sessions to be held to discuss:**
 - **FY 24 Revenues**
 - **FY 24 Expenditures & Capital Improvement Budget**



Proposed FY 24 Operating & Capital Budget

3

The framework of the proposed FY 24 Operating & Capital Budget is:

- Neither aggressive - Not tax rate increase driven
- Nor passive - Saying yes to budgetary inclusion that exceeds FY 23 levels
- Fiscally responsible - Provides adequate funding that will enable City Departments to fulfill their mission in rendering of service to the citizens of Hopewell, VA



Proposed FY 24 Operating & Capital Budget

4

The development of the proposed FY 24 Operating & Capital Budget deployed the four (4) pillar approach:

1. Assessment – Are we budget sound?
2. Analysis – Reviewed prior budget practices & trends.
3. Preservation – Will proposed revenues meet costs?
4. Status – Are we able to handle matters that may arise during FY 24 that are not budgeted for?



Proposed FY 24 Operating & Capital Budget

5

The framework of the proposed FY 24 Operating & Capital Budget is:

1. Proposed Operational & Capital Budget – \$197,269,655
1. Total of all funds required for operation of City services
 - An increase of \$11,125,750 or 5.98% over FY 23
2. Proposed General Operating Fund recommended funding – \$61,431,781
 - An increase of \$4,018,362 or 7.0% over FY 23



Proposed FY 24 Operating & Capital Budget

6

The framework of the proposed FY 24 Operating & Capital Budget is: (Continued)

3. The baseline budget equals the adopted FY23 budget; however, the General Fund increase for FY24 was primarily applied to:
 - City Council's approval of salary step increases for Public Safety & Public Works (Police, Fire, Sheriff & Public Works)
 - 5% COLA for non-step positions
 - New City vehicle leasing program
 - 2 New positions
 - Essential increases in departmental budgets



Proposed FY 24 Operating & Capital Budget

7

The framework of the proposed FY 24 Operating & Capital Budget is: (Continued)

4. NO health care cost increase
5. NO tax rate adjustments for FY24
6. NO draw from Unassigned Fund Balance to balance the budget.
 - Continuation of maintaining a structurally balanced budget
7. School Operating Funding is consistent with FY 23 funding level



Proposed FY 24 Operating & Capital Budget

8

Proposed Tax Rates for the FY24 Budget/2023 Tax Year

Real Estate	\$1.13 per \$100 of Assessed Value
Personal Property	\$3.50 per \$100 of Assessed Value
Machinery & Tools	\$3.10 per \$100 of Assessed Value
Meals	6.0%
Lodging	8.0%



Proposed FY 24 Operating & Capital Budget

9

City Manager's Revenue Committee

- Interim City Manager
- Commissioner of Revenue
- Treasurer
- Real Estate Assessor
- Finance Director
- Budget Analyst



Proposed FY 24 Operating & Capital Budget

10

Next Steps:

- April 18, 2023 - Revenue Work Session & Adopt Tax Rate Ordinance
- April 20, 2023 - Expenditure & CIP Work Session
- April 25, 2023 - Public Hearing & Approval on 1st Reading of City & School Budgets

NOTICE OF PUBLIC HEARING

The City Council of the City of Hopewell will hold a public hearing on Tuesday, April 25, 2023, at 7:30PM in the City Council Chambers, Municipal Building, 300 North Main Street, Hopewell, Virginia to receive public comments regarding the proposed Fiscal Year (FY) 2023-2024 City Budget. A brief synopsis of the proposed budget follows:

SUMMARY OF FUNDS BUDGETS				
	FY 2022-23	FY 2023-24		
	Adopted	Proposed	Increase	Percent
Fund	Budget	Budget	(Decrease)	Change
General Fund	\$ 57,413,419	\$ 61,431,781	\$ 4,018,362	7.00%
Recreation Fund	1,973,224	2,095,810	122,586	6.21%
Social Services Fund	6,854,610	7,033,658	179,048	2.61%
CSA Fund	3,361,592	3,884,453	522,861	15.55%
Self-Insurance Fund	600,000	600,000	-	0.00%
Cemetery Fund	34,000	35,000	1,000	2.94%
Marina/Harbor Fund	25,000	25,000	-	0.00%
School Operating Fund	67,403,806	67,403,806	-	0.00%
School Textbook Fund	500,000	500,000	-	0.00%
School Cafeteria Fund	2,670,408	2,670,408	-	0.00%
Building & Bus Fund	47,180	47,180	-	0.00%
Solid Waste Fund	2,488,354	2,962,609	474,255	19.06%
Sewer Operations Fund	8,269,780	8,191,033	(78,747)	-0.95%
Sewer Maintenance Fund	6,868,409	6,789,662	(78,747)	-1.15%
Sewer Bond Fund	1,636,371	1,636,371	-	0.00%
Water Renewal Fund	18,481,179	24,270,477	5,789,298	31.33%
Stormwater Fund 1	904,000	904,000	-	0.00%
Stormwater Fund 2	10,000	10,000	-	0.00%
Capital Projects Fund	1,451,200	1,119,547	(331,653)	-22.85%
Debt Service Fund	4,836,599	4,839,441	2,842	0.06%
Econ Development Fund	20,000	20,000	-	0.00%
Healthy Families Fund	294,774	799,418	504,644	171.20%
Total	\$ 186,143,905	\$197,269,655	\$ 11,125,750	5.98%

All interested persons may appear and present their views at the above time and place. Anyone needing assistance or accommodations under the provisions of the Americans with Disabilities Act should contact the City Clerk at (804) 541-2408.

City of Hopewell, Virginia
General Fund

	FY 24		FY 23		
	Proposed		Adopted		
EXPENDITURES	Budget		Budget	Dollar	Percent
				Change	Change
City Council	\$ 186,526	\$	161,100	\$ 25,426	15.78%
City Clerk	\$ 170,112	\$	196,498	\$ (26,386)	-13.43%
City Attorney	\$ 420,271	\$	434,881	\$ (14,610)	-3.36%
City Manager	\$ 1,500,136	\$	1,122,301	\$ 377,835	33.67%
Human Resources	\$ 560,314	\$	542,857	\$ 17,457	3.22%
Finance	\$ 2,358,530	\$	2,260,128	\$ 98,402	4.35%
Voter Registration	\$ 330,023	\$	314,999	\$ 15,024	4.77%
Comm of Revenue	\$ 689,919	\$	637,276	\$ 52,643	8.26%
Treasurer	\$ 715,372	\$	693,378	\$ 21,994	3.17%
Information Tech	\$ 1,782,254	\$	1,582,212	\$ 200,042	12.64%
Circuit Ct-Clerk	\$ 567,562	\$	538,328	\$ 29,234	5.43%
Commonwealth Atty	\$ 962,327	\$	848,218	\$ 114,109	13.45%
Victim Witness	\$ 184,256	\$	177,481	\$ 6,775	3.82%
Sheriff	\$ 2,132,395	\$	2,023,081	\$ 109,314	5.40%
Circuit Ct-Law Intern	\$ 132,348	\$	133,072	\$ (724)	-0.54%
General District Ct	\$ 140,768	\$	137,066	\$ 3,702	2.70%
Police	\$ 9,949,058	\$	9,147,775	\$ 801,283	8.76%
Fire	\$ 6,495,688	\$	5,980,594	\$ 515,094	8.61%
Crater Detention	\$ 411,000	\$	345,960	\$ 65,040	18.80%
Riverside Jail	\$ 2,550,000	\$	2,470,500	\$ 79,500	3.22%
Court Services	\$ 7,000	\$	7,000	\$ -	0.00%
VJCCA	\$ 172,929	\$	167,118	\$ 5,811	3.48%
Public Works	\$ 6,137,479	\$	5,706,012	\$ 431,467	7.56%
Development	\$ 1,301,536	\$	1,234,930	\$ 66,606	5.39%
Non-Departmental	\$ 879,418	\$	723,687	\$ 155,731	21.52%
Outside Agencies	\$ 2,150,690	\$	1,796,074	\$ 354,616	19.74%
Transfers	\$ 18,543,870	\$	18,030,893	\$ 512,977	2.84%
Total Expenditures	\$ 61,431,781	\$	57,413,419	\$ 4,018,362	7.00%

City of Hopewell, Virginia
General Fund

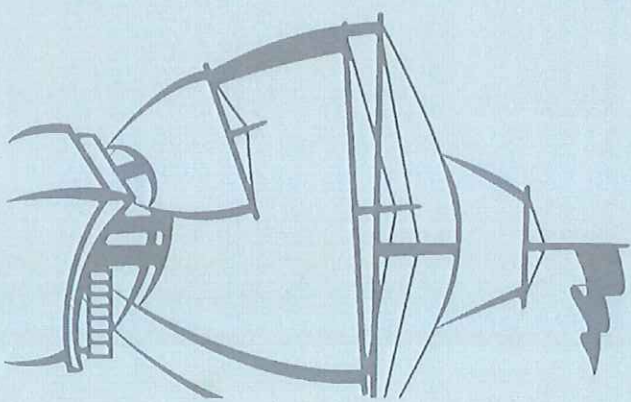
	FY 24	FY 23		
	Proposed	Adopted	Dollar	Percent
REVENUES	Budget	Budget	Change	Change
Real Estate	\$ 20,979,167	\$ 16,048,566	\$ 4,930,601	30.72%
Public Service Corp	\$ 4,100,000	\$ 4,201,137	\$ (101,137)	-2.41%
Personal Property	\$ 7,254,830	\$ 7,490,930	\$ (236,100)	-3.15%
Machine & Tool	\$ 8,783,500	\$ 8,984,873	\$ (201,373)	-2.24%
Interest & Penalty	\$ 487,500	\$ 460,500	\$ 27,000	5.86%
Other Taxes	\$ 6,475,000	\$ 6,420,000	\$ 55,000	0.86%
Permits & Fees	\$ 290,600	\$ 326,300	\$ (35,700)	-10.94%
Use of Money	\$ 65,000	\$ 65,000	\$ -	0.00%
Charges for Services	\$ 617,500	\$ 582,500	\$ 35,000	6.01%
Fines/Forfeitures	\$ 860,500	\$ 860,500	\$ -	0.00%
Miscellaneous	\$ 265,258	\$ 265,518	\$ (260)	-0.10%
Local	\$ 1,257,500	\$ 1,257,500	\$ -	0.00%
State	\$ 8,279,190	\$ 7,557,279	\$ 721,911	9.55%
Federal	\$ 171,000	\$ 146,000	\$ 25,000	17.12%
Use of ARPA Funds	\$ -	\$ 1,184,916	\$ (1,184,916)	-100.00%
Transfers	\$ 1,391,500	\$ 1,391,500	\$ -	0.00%
Other Revenues	\$ 153,736	\$ 170,400	\$ (16,664)	-9.78%
Total Revenues	\$ 61,431,781	\$ 57,413,419	\$ 4,018,362	7.00%



Proposed FY 24 Operating & Capital Budget

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Closing Comment



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Certain, offensive, unwholesome, etc uses of land declared a nuisance.

Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affidavit means the affidavit prepared by the city attorney or city manager in accordance with this ordinance.

Controlled substance means the same as the term is defined in the Code of Virginia §54.1-3401, 1950, as amended.

Corrective action means the taking of steps which are reasonably expected to be effective to abate criminal blight on real property, such as removal, repair or securing of any building, wall or other structure or the legal removal of identified individuals which contribute to the criminal blight.

Criminal blight means a condition existing on real property that endangers the public health or safety of residence of the town and is caused by:

1. The regular presence on the property of persons under the influence of controlled substances.
2. The regular use of the property for the purpose of illegally possessing, manufacturing or distributing controlled substances
3. The regular use of the property for the purpose of engaging in commercial sex acts; or
4. Repeated acts of the malicious discharge of a firearm within any vehicle on the property or within any building or dwelling that would constitute a criminal act under Code of Virginia §18.2-279, or a substantially similar local ordinance if a criminal charge were to be filed against the individual perpetrator of such criminal activity.

Owner means the record owner of the real property.

Tenant means individual or individuals who reside or remain on the real property pursuant to a lease agreement, verbal permission by the owner to reside on the real property.

Other resident means individual or individuals who have gained residence on the property through inheritance or adverse possession or some other quasi legal means.

Prohibition of criminal blight; declaration of nuisance; abatement generally.

Any criminal blight is hereby declared to be detrimental to the public health and safety and a public nuisance and shall be removed from real property or the activity or policies or practices causing or enabling the blighting influence discontinued or modified whenever it is necessary to do so in order to effectively abate the nuisance.

In addition to enforcement procedures established elsewhere, the city may require the owner of real property to undertake corrective action, or the city may undertake corrective action, with respect to search property in accordance with the procedures established in this article.

A criminal blight proceeding pursuant to this article, to the extent filed with a court of law, shall be a civil proceeding in a court of competent jurisdiction in the Commonwealth of Virginia.

Affidavit and notice requirements.

To initiate an enforcement action under this article the City Attorney or appropriate designee shall execute an affidavit citing Code of Virginia §15.2-907, to the effect that:

Criminal blight as defined in this section exist on the property and in the manner described therein;

1. The city has used diligence without effect to update the criminal blight;
and

2. The criminal blight constitutes a present threat to the public health, safety or welfare.

The city attorney or designee shall then send a notice to the owner of the property, to be sent by certified mail, return receipt requested; hand delivery; or overnight delivery by a commercial service or the United States Postal Service, to the last address listed for the owner on the city's assessment records for the property, together with a copy of such affidavit, advising that the owner has up to 30 days from the date thereof to undertake corrective action to abate be criminal blight described in such affidavit and that the city will, if requested to do so assist the owner in determining and coordinating the appropriate corrective action to update the criminal blight, described in such affidavit.

If the property owner notifies the city, in writing, during the thirty (30) day period that additional time to complete the corrective action is needed, the city shall allow such owner an extension for an additional 30 day period to take such corrective action.

Failure to take corrective action.

If no corrective action is undertaken by the owner of the property within thirty (30) days from the date of the notice from the city as provided for in this section or during any extension provided pursuant to provisions of the section, the city attorney or designee shall by certified mail, return receipt requested and additional notice to the owner of the property, to the last address listed for the owner on the cities assessment records for the property or any such address updated by the owner. The second notice shall include:

1. An affidavit prepared by the chief of police or designee on behalf of the city that states specific actions to be taken on the part of the property owner that the city determines are necessary to abate the identified criminal blight on such a real property;
2. A reasonable description of the corrective action contemplated to be taken by the city;

3. The date on which the city may either commence corrective action to abate the criminal blight on the property or commence legal action in a court of competent jurisdiction to obtain a court order to require that the owner shall take such corrective action, or if the owner does not take corrective action, a court order to revoke the certificate of occupancy for the property.

The aforesaid date shall be no earlier than fifteen (15) days after the date of mailing of the second notice. Upon receipt of the second notice, the owner shall have a right, upon reasonable notice to the city to seek judicial relief, and the city shall initiate no corrective action while a proper petition for relief is pending before a court of competent jurisdiction.

Assessment of Costs

If the city undertakes the corrective action with respect to the property after complying with the notice requirements found herein, the cost and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the city in the same manner as taxes are collected. All such costs and expenses may be docketed as a lien against the real estate in the manner previously prescribed. Every charge authorized by this section with which the owner of any such property has been assessed and which remains unpaid shall constitute a lien against such property with the same priority as liens for unpaid local real estate taxes and enforceable in the same manner as provided in Code of Virginia §§58.1-3949 et. seq., and 58.2-3965 et.seq.

Corrective action by owner.

If the owner of such property takes timely corrective action pursuant to this article, the city shall deem the criminal blight abated and shall close the proceeding with only minimal costs and reasonable charges to the owner and shall promptly provide written notice to the owner that the proceeding has been terminated satisfactorily. The closing of a proceeding shall not bar the city from initiating a subsequent proceeding if the criminal blight recurs.

Abridgment of rights.

Nothing in this section shall be construed to abridge, diminish, limit or waive any rights or remedies of an owner of property at law or any permits or non-confirming rights the owner may have under the Code of Virginia §15.2-2200 et. seq.) or under local ordinance.

If an owner in good faith takes corrective action, and despite having taken such action, the specific criminal blight identified in the affidavit of the locality persists due to the impossibility of abatement, such owners shall be deemed in compliance with this section. Further if a tenant in a rental dwelling unit, or a tenant on a manufactured home lot, is the cause of criminal blight on such property and the owner in good faith initiates legal action and pursues the same by requesting a final order by a court of competent jurisdiction, as authorized by law, against such tenant to remedy such noncompliance or takes legal action to terminate the occupancy, such owners shall be deemed in compliance with this article.

Violations

Any occupant or owner who shall fail to abate such nuisance within the time specified in the initial notice (thirty days) or secondary notice (30 days); in addition to any civil remedies pursued by the city shall also be guilty of a class 3 misdemeanor. Each day that such nuisance is permitted to remain upon such land or premises after the expiration of the time specified in the notice shall be deemed to constitute a separate offense under this section.

All sworn police officers, health inspectors, building and housing inspectors and the zoning administrator are hereby designated as enforcement officers for the purposes of this section.

Severability

If any section, subsection, sentence, clause, phrase or a portion of this article, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this article. City Council declares that it would have adopted each section, subsection, sentence, clause, phrase or a portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases or portions are declared invalid or unconstitutional.

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NOTES TO ORDINANCE DRAFTERS:

1. This Model Ordinance is designed for use by Virginia Counties, Cities and Towns opting into the Statewide Program operated by The Virginia PACE Authority, as Program Administrator on behalf of Virginia Energy. Towns and Property Owners of properties located therein may, of course, participate in the Statewide Program through their County if the County has opted into the Statewide Program.
2. Because this Model Ordinance has been drafted for use by all three categories of Virginia localities, you will find numerous instances where the drafter must select the proper option for the locality (e.g., select one of “City ”) and, of course, remove the brackets.
3. Local government drafters should remember, when selecting an option from a set of bracketed variables in the Definitions section (i.e., in Sec. []-2), that the selected option may need to be moved to its proper alphabetical place in the list of definitions.
4. Other local inputs will include inserting in bracketed blanks the chapter number assigned to your ordinance in your locality’s code, and the name of your locality.

Chapter [] - COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY (C-PACE) FINANCING PROGRAM

ARTICLE I. - IN GENERAL

Sec. []-1. - Purpose.

The purpose of this chapter is to create a “The City of Hopewell Commercial Property Assessed Clean Energy (C-PACE) Financing Program,” to operate in coordination with the statewide C-PACE program, all in accordance with Va. Code §15.2-958.3 (hereinafter, the “C-PACE Act”). The local and statewide C-PACE programs, working together, will facilitate loans made by Capital Providers to Property Owners of Eligible Properties to finance Eligible Improvements thereon. Subject to the limitations set forth in this chapter, the C-PACE Act, or other applicable law, each C-PACE Loan, inclusive of principal, interest, and any financed fees, costs, or expenses, will be secured by a voluntary special assessment lien on the Property that is the subject of such Loan.

Sec. []-2. - Definitions.

- (a) *Assessment Payment Schedule* means the schedule of installments of C-PACE Payments to be made in the repayment of the C-PACE Loan, which shall be attached as Exhibit B to the C-PACE Program Agreement.
- (b) *Capital Provider* means (i) a private lending institution that has been approved by the Program Administrator in accordance with the Program Guidelines to originate a C-PACE Loan and its successors and assigns; or (ii) the current holder of a C-PACE Loan.
- (c) *City* means the City of Hopewell, Virginia.
- (d) *Clerk's office* means the Office of the Clerk of the Circuit Court of the [City/County] of Hopewell, Virginia.
- (e) *Commonwealth* means the Commonwealth of Virginia.
- (f) [Council/Board of Supervisors] means the [Council][Board of Supervisors] of the City of Hopewell, Virginia.
- (g) *C-PACE* means Commercial Property Assessed Clean Energy.
- (h) *C-PACE Act* means Virginia's “Commercial Property Assessed Clean Energy (C-PACE) financing programs” law, codified at Va. Code §15.2-958.3.
- (i) *C-PACE Amendment* means an amendment of the C-PACE Lien executed by the Capital Provider, the Property Owner and the Program Manager, as permitted in the C-PACE

Documents, which C-PACE Amendment shall be recorded in the Clerk's Office to evidence each amendment to the C-PACE Loan and the C-PACE Lien.

(j) *C-PACE Assignment (CP)* means a written assignment by one Capital Provider to another Capital Provider of the C-PACE Payments and/or C-PACE Lien pursuant to the terms of the assignment document.

(k) *C-PACE Assignment (Locality)* means a written assignment by the City to the Capital Provider to whom the C-PACE Loan is then due, wherein the City relinquishes and assigns its right to enforce the C-PACE Lien to the Capital Provider, substantially in the form attached as Addendum 1 to the C-PACE Lien Certificate.

(l) *C-PACE Documents* means the C-PACE Program Agreement, Financing Agreement, C-PACE Lien Certificate, C-PACE Assignment (CP) (if any), C-PACE Assignment (Locality) (if any), C-PACE Amendment (if any), and any other document, agreement, or instrument executed in connection with a C-PACE Loan.

(m) *C-PACE Lien* or *Lien* means the voluntary special assessment lien levied against the Property as security for the C-PACE Loan.

(n) *C-PACE Lien Certificate* means the voluntary special assessment lien document duly recorded among the Land Records against an Eligible Property to secure a C-PACE Loan.

(o) *C-PACE Loan* or *Loan* means a loan from a Capital Provider to finance a Project, in accordance with the Program Guidelines.

(p) *C-PACE Payment* means the periodic installment payments of the C-PACE Loan by a Property Owner, due and payable to the Capital Provider or Program Administrator as permitted by the C-PACE Act in such amounts and at such times as described in the Assessment Payment Schedule.

(q) *C-PACE Program* means the program established by the City through this chapter, in accordance with the C-PACE Act, that in coordination with the Statewide Program facilitates the financing of Eligible Improvements and provides for a C-PACE Lien to be levied and recorded against the Property to secure the C-PACE Loan.

(r) *C-PACE Program Agreement* means the agreement executed among the Property Owner, the City, the Treasurer and the Capital Provider, and their respective successors and assigns, which includes the terms and conditions for participation in the C-PACE Program and the Property Owner's acknowledgment and consent for the City to impose a voluntary special assessment, record a C-PACE Lien Certificate against the Property Owner's Eligible Property and, if the City so determines, assign the rights to enforce the C-PACE Lien and C-PACE Lien Certificate to the Capital Provider (and if so assigned, also a consent of the Treasurer to such assignment). The C-PACE Program Agreement shall be substantially in the form attached hereto as Appendix A.

(s) *Delinquent Payment* means any C-PACE Payment that was not paid by a Property Owner in accordance with the C-PACE Documents.

(t) *Eligible Improvements* means the initial acquisition and installation of any of the following improvements made to Eligible Properties:

- (1) Energy efficiency improvements;
- (2) Water efficiency and safe drinking water improvements;
- (3) Renewable energy improvements;
- (4) Resiliency improvements;
- (5) Stormwater management improvements;
- (6) Environmental remediation improvements; and
- (7) Electric vehicle infrastructure improvements.

Eligible Improvements may be made to both existing Properties and new construction, as further prescribed in this chapter and the Program Guidelines. Eligible Improvements shall include types of authorized improvements added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition to the elaboration on the types of Eligible Improvements provided in Sec. []-4(a), below, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations, and examples of these categories of Eligible Improvements.

(u) *Eligible Property or Property* means all assessable commercial real estate located within the City, with all buildings located or to be located thereon, whether vacant or occupied, improved or unimproved, and regardless of whether such real estate is currently subject to taxation by the City, excluding (i) a residential dwelling with fewer than five (5) units, and (ii) a residential condominium as defined in Va. Code §55.1-2100. Common areas of real estate owned by a cooperative or a property owners' association described in Va. Code Title 55.1, Subtitle IV (§55.1-1800 et seq.), that have a separate real property tax identification number are Eligible Properties. Eligible Properties shall be eligible to participate in the C-PACE Program.

(v) *Financing Agreement* means the written agreement, as may be amended, modified, or supplemented from time to time, between a Property Owner and a Capital Provider, regarding matters related to the extension and repayment of a C-PACE Loan to finance Eligible Improvements. The Financing Agreement may contain any lawful terms agreed to by the Capital Provider and the Property Owner.

(w) *Land Records* means the Land Records of the Clerk's Office.

- (x) *Lender Consent* means a written subordination agreement executed by each mortgage or deed of trust lienholder with a lien on the Property that is the subject of a C-PACE Loan, which allows the C-PACE Lien to have senior priority over the mortgage or deed of trust liens.
- (y) *Loan Amount* means the original principal amount of a C-PACE Loan.
- (z) *Locality Agreement* means the Virginia Energy – Locality Commercial Property Assessed Clean Energy Agreement between Virginia Energy and the City, pursuant to which the City elects to participate in the Statewide Program. The Locality Agreement shall be substantially in the form attached hereto as Appendix B.
- (aa) *Program Administrator* means the private third party retained by Virginia Energy to provide professional services to administer the Statewide Program in accordance with the requirements of the C-PACE Act, this chapter, the Locality Agreement and the Program Guidelines.
- (bb) *Program Fee(s)* means the fee(s) authorized by the C-PACE Act and charged to participating Property Owners to cover the costs to design and administer the Statewide Program, including, without limitation, compensation of the Program Administrator. While Capital Providers are required to service their C-PACE Loans, if a Capital Provider does not do so and the Program Administrator assumes the servicing responsibility and charges a servicing fee, the servicing fee shall also be included among the Program Fees.
- (cc) *Program Guidelines* means a comprehensive document setting forth the procedures, eligibility rules, restrictions, Program Fee(s), responsibilities, and other requirements applicable to the governance and administration of the Statewide Program.
- (dd) *Program Manager* means the [City Manager/Town Manager/County Administrator] or such person designated in writing by the [City Manager/Town Manager/County Administrator] to (i) supervise the City's C-PACE Program and participation in the Statewide Program, (ii) act as liaison with the Program Administrator and (iii) advise the Program Administrator as to who will sign the C-PACE Documents to which the Locality is a party on the Locality's behalf. If the employee of the City who customarily signs agreements for the Locality is not the person designated as Program Manager, then references in this Ordinance and in the C-PACE Documents to the Program Manager signing certain C-PACE Documents on behalf of the Locality shall be construed to also authorize such customary signatory for the City to execute such C-PACE Documents.
- (ee) *Project* means the construction or installation of Eligible Improvements on Eligible Property.
- (ff) *Property Owner* means (i) the Property Owner(s) of Eligible Property who voluntarily obtain(s) a C-PACE Loan from a Capital Provider in accordance with the Program Guidelines; or (ii) a successor in title to the Property Owner.

(gg) *Property Owner Certification* means a notarized certificate from Property Owner, certifying that (i) Property Owner is current on payments on Loans secured by a mortgage or deed of trust lien on the Property and on real estate tax payments, (ii) that the Property Owner is not insolvent or in bankruptcy proceedings, and (iii) that the title of the Property is not in dispute, as evidenced by a title report or title insurance commitment from a title insurance company acceptable to the Program Administrator and Capital Provider.

(hh) *Statewide Program* means the statewide C-PACE financing program sponsored by Virginia Energy, established to provide C-PACE Loans to Property Owners in accordance with the C-PACE Act, this chapter, the Locality Agreement, the C-PACE Documents and the Program Guidelines.

(ii) *Treasurer* means the Treasurer of the City, or if the City has abolished the officer of Treasurer, the official executing the tax collection duties that would otherwise be carried out by the Treasurer.

(jj) *Useful Life* means the normal operating life of the fixed asset.

(kk) *Virginia Code or Va. Code* means the Code of Virginia of 1950, as amended.

(ll) *Virginia Energy* means the Virginia Department of Energy.

Sec. []-3. - Effective date.

This chapter shall become effective immediately following its adoption.

ARTICLE II. - PROGRAM STRUCTURE

Sec. []-4. - C-PACE Program; Eligible Improvements.

(a) *C-PACE Program.* The C-PACE Program shall be available throughout the City, provided that the Property Owner, the Property, the proposed Eligible Improvements, the Capital Provider and the principal contractors all qualify for the Statewide Program. The following types of Eligible Improvements may be financed with a C-PACE Loan:

(1) Energy usage efficiency systems (e.g., high efficiency lighting and building systems, heating, ventilation, and air conditioning (HVAC) upgrades, air duct sealing, high efficiency hot water heating systems, building shell or envelope improvements, reflective roof, cool roof, or green roof systems, and/or weather-stripping), or other capital improvements or systems which result in the reduction of consumption of energy over a baseline established in accordance with the Program Guidelines;

(2) Water usage efficiency and safe drinking water improvements (e.g., recovery, purification, recycling, and other forms of water conservation), or other capital improvements or systems which result in the reduction of consumption of water over a baseline established in accordance with the Program Guidelines;

(3) Renewable energy production facilities (e.g., solar photovoltaic, fiber optic solar, solar thermal, wind, wave and/or tidal energy, biomass, combined heat and power, geothermal and fuel cells), whether attached to a building or sited on the ground, and the storage and/or distribution of the energy produced thereby, whether for use on-site or sale or export to a utility or pursuant to a power purchase agreement with a non-utility purchaser;

(4) Resiliency improvements which increase the capacity of a structure or infrastructure to withstand or recover from natural disasters, the effects of climate change, and attacks and accidents, including, but not limited to:

- a. Flood mitigation or the mitigation of the impacts of flooding;
- b. Inundation adaptation;
- c. Natural or nature-based features and living shorelines, as defined in Va. Code § 28.2-104.1;
- d. Enhancement of fire or wind resistance, including but not limited to reinforcement and insulation of a building envelope to reduce the impacts of excessive heat or wind;
- e. Microgrids;
- f. Energy storage; and
- g. Enhancement of the resilience capacity of a natural system, structure, or infrastructure;

(5) Stormwater management improvements that reduce onsite stormwater runoff into a stormwater system, such as reduction in the quantity of impervious surfaces or providing for the onsite filtering of stormwater;

(6) Environmental remediation improvements, including but not limited to:

- a. Improvements that promote indoor air and water quality;
- b. Asbestos remediation;
- c. Lead paint removal; and
- d. Mold remediation;

(7) Soil or groundwater remediation;

(8) Electric vehicle infrastructure improvements, such as charging stations;

(9) Construction, renovation, or retrofitting of a Property directly related to the accomplishment of any purpose listed in subsections (1) – (8) above, whether such Eligible Improvement was erected or installed in or on a building or on the ground; it being the express intention of the City to allow Eligible Improvements that constitute, or are a part of, the construction of a new structure or building to be financed with a C-PACE Loan; and

(10) Any other category of improvement (i) approved by the Program Administrator with the consent of the Program Manager as qualifying for financing under the Statewide Program, in accordance with the C-PACE Act (including amendments thereto which authorize additional types of Eligible Improvements), or (ii) added by the General Assembly to the C-PACE Act after the date of adoption of this chapter, without need for a conforming amendment of this chapter. In addition, a Program Administrator may include in its Program Guidelines or other administrative documentation definitions, interpretations and examples of these categories of Eligible Improvements.

(b) *Use of C-PACE Loan proceeds.* The proceeds of a C-PACE Loan may be used to pay for the construction, development, and consulting costs directly related to Eligible Improvements, including without limitation, the cost of labor, materials, machinery, equipment, plans, specifications, due diligence studies, consulting services (e.g., engineering, energy, financial, and legal), program fees, C-PACE Loan fees, capitalized interest, interest reserves, and C-PACE transaction underwriting and closing costs.

(c) *Program applications; prioritization.* The Program Administrator shall make available the Statewide Program's program application process, to provide for the review and approval of proposed Eligible Improvements and C-PACE Documents. Program applications will be processed by the Statewide Program in accordance with the eligibility requirements and procedures set forth in the Program Guidelines.

Sec. [___]-5. - C-PACE Loan requirements; Program Fees; reporting; Program Administrator; Program Guidelines.

(a) *Source of Loans.* C-PACE Loans shall be originated by Capital Providers. The City and/or its respective governmental entities shall have no obligation to originate or guarantee any C-PACE Loans.

(b) *C-PACE Loan Amount thresholds.* The minimum Loan Amount that may be financed for each Project is fifty thousand dollars (\$50,000.00). There is no maximum aggregate amount that may be financed with respect to an Eligible Property, except as stipulated in the Program Guidelines. There shall be no limit on the total value of all C-PACE Loans issued under the C-PACE Program.

(c) *C-PACE Loan refinancing or reimbursement.* The Program Administrator may approve a Loan application submitted within two (2) years of the City's issuance of a certificate of occupancy or other evidence that the Eligible Improvements comply substantially with the plans and specifications previously approved by the City and that such Loan may refinance or reimburse the Property Owner for the total costs of such Eligible Improvements.

(d) *C-PACE Loan interest.* The interest rate of a C-PACE Loan shall be as set forth in the C-PACE Documents.

(e) *C-PACE Loan term.* The term of a C-PACE Loan shall not exceed the weighted average Useful Life of the Eligible Improvements, as determined by the Program Administrator.

(f) *Apportionment of costs.* All of the costs incidental to the financing, administration, collection, and/or enforcement of the C-PACE Loan shall be borne by the Property Owner.

(g) *Financing Agreements.* Capital Providers may use their own Financing Agreements for C-PACE Loans, but the Financing Agreement may not conflict with the provisions of this chapter, the C-PACE Act, or the C-PACE Program Agreement. To the extent of any conflict, this chapter, the C-PACE Act, and the C-PACE Program Agreement shall prevail.

(h) *C-PACE Program Agreement.* In order to participate in the C-PACE Program, Property Owner and Capital Provider shall enter into a C-PACE Program Agreement, which sets forth certain terms and conditions for participation in the C-PACE Program. The Program Manager is authorized to approve the C-PACE Loan and execute the C-PACE Program Agreement on behalf of the City without further action by the [City Council/Board of Supervisors/Town Council]. The Treasurer is also authorized to execute the C-PACE Program Agreement without further action by the [City Council/Board of Supervisors/Town Council]. The C-PACE Program Agreement shall be binding upon the parties thereto and their respective successors and assigns until the C-PACE Loan is paid in full. The Program Administrator may modify the C-PACE Program Agreement as necessary to further the Statewide Program's purpose and to encourage Program participation, so long as such modifications do not conflict with the Program Guidelines, this chapter, the Locality Agreement or the C-PACE Act.

(i) *Repayment of C-PACE Loan; collection of C-PACE Payments.* C-PACE Loans will be repaid by the Property Owner through C-PACE Payments made in the amounts and at such times as set forth in the Assessment Payment Schedule, the C-PACE Documents and Program Guidelines. The Capital Provider shall be responsible, subject to and in accordance with the terms of the C-PACE Program Agreement and other C-PACE Documents, for the servicing of the C-PACE Loans and the collection of C-PACE Payments. If a Capital Provider fails to service a C-PACE Loan, such C-PACE Loan shall be serviced by the Program Administrator. Nothing herein shall prevent the Capital Provider or the Program Administrator from directly billing and collecting the C-PACE Payments from the Property Owner to the extent permitted by the C-PACE Act or other applicable law. The enforcement of C-PACE Loans and their C-PACE Documents during an event of default thereunder is governed by Section []-6(e).

(j) *C-PACE Loan assumed.* A party which acquires a Property which is subject to a C-PACE Lien, whether it obtained ownership of the Property voluntarily or involuntarily, becomes the Property Owner under the C-PACE Documents and, by virtue of the C-PACE Lien running with the land, assumes the obligation to repay all remaining unpaid C-PACE Payments which are due and which accrue during such successor Property Owner's period of

ownership. Only the current C-PACE Payment and any Delinquent Payments, together with any penalties, fees and costs of collection, shall be payable at the settlement of a Property upon sale or transfer, unless otherwise agreed to by the Capital Provider.

(k) *Transfer of C-PACE Loans.* C-PACE Loans may be transferred, assigned, or sold by a Capital Provider to another Capital Provider at any time until the C-PACE Loan is paid in full provided that the Capital Provider shall (i) notify the Property Owner and the Program Administrator of the transfer prior to the billing date of the next C-PACE Payment due (and within thirty (30) days if the C-PACE Loan is serviced by the Program Administrator), (ii) record a C-PACE Assignment (CP) among the Land Records, and (iii) deliver a copy of the recorded C-PACE Assignment (CP) to the Property Owner, the City, and the Program Administrator. Recordation of the C-PACE Assignment (CP) shall constitute an assumption by the new Capital Provider of the rights and obligations of the original Capital Provider contained in the C-PACE Documents.

(l) *Program Fees.* The Statewide Program is self-financed through the Program Fees charged to participating Property Owners, together with any funds budgeted by the General Assembly to support the Statewide Program. The Program Fees are established to cover the actual and reasonable costs to design and administer the Statewide Program, including the compensation of a third-party Program Administrator. The amount(s) of the Program Fees shall be set forth in the Program Guidelines. Program Fees may be changed by the Program Administrator from time to time and shall only apply to C-PACE Loans executed after the date the revised fees are adopted.

(m) *Locality Agreement.* The City shall opt into the Statewide Program by entering into the Locality Agreement, adopting the Statewide Program as the [County/City/Town]'s own C-PACE Program. In accordance with the C-PACE Act, opting into the C-PACE Program shall not require the City to conduct a competitive procurement process. The Program Manager is authorized to execute the Locality Agreement on behalf of the City without further action by the [City Council/Board of Supervisors/Town Council].

(n) *Program Guidelines.* The Program Administrator, under the direction of and in consultation with Virginia Energy, has designed the Program Guidelines to create an open, competitive and efficient C-PACE Program. The Program Administrator may modify the Program Guidelines from time to time, provided such amendments are (i) consistent with the C-PACE Act and (ii) approved by Virginia Energy before taking effect.

(o) *Indemnification.* The Program Administrator shall indemnify, defend and hold the City harmless against any claim brought against the City or any liability imposed on the City as a result of any action or omission to act by the Program Administrator.

Sec. []-6. - Levy of assessment; recordation; priority; amendment; enforcement and collection costs.

(a) *Levy of voluntary special assessment lien.* Each C-PACE Loan made under the C-PACE Program shall be secured by a voluntary special assessment lien (i.e., a C-PACE Lien)

levied by the City against each Property benefitting from the Eligible Improvements financed by such C-PACE Loan. The C-PACE Lien shall be in the Loan Amount, but shall secure not only the principal of the C-PACE Loan, but also all interest, delinquent interest, late fees, penalties, Program Fees and collection costs (including attorneys' fees and costs) payable in connection therewith.

(b) *Recordation of C-PACE Lien Certificate.* Each C-PACE Lien shall be evidenced by a C-PACE Lien Certificate in the Loan Amount, but shall also expressly state that it also secures all interest, delinquent interest, late fees, other types of fees, penalties and collection costs (including attorneys' fees and costs) payable in connection therewith, and a copy of the Assessment Payment Schedule shall be attached thereto as an exhibit. The Program Manager is hereby authorized to, and shall promptly, execute the C-PACE Lien Certificate on behalf of the City and deliver it to the Capital Provider, without any further action by the [City Council/Board of Supervisors/Town Council]. Upon the full execution of the C-PACE Documents and funding of the C-PACE Loan, the Capital Provider shall cause the recordation of the C-PACE Lien Certificate in the Land Records.

(c) *Priority.* The C-PACE Lien shall have the same priority as a real property tax lien against real property, except that it shall have priority over any previously recorded mortgage or deed of trust lien on the Property only if prior to the recording of the C-PACE Lien, (i) Property Owner has obtained a written Lender Consent, in a form and substance acceptable to the holder of such prior mortgage or deed of trust in its sole and exclusive discretion, executed by such lienholder and recorded with the C-PACE Lien Certificate in the Land Records; and (ii) prior to the recording of the C-PACE Lien Certificate, Property Owner has delivered an executed Property Owner Certification to the City in connection with the C-PACE Loan closing. Only the current C-PACE Payment and any Delinquent Payments shall constitute a first lien on the Property. The C-PACE Lien shall run with the land and that portion of the C-PACE Lien under the C-PACE Program Agreement that has not yet become due shall not be eliminated by foreclosure of a real property tax lien.

(d) *Amendment of lien.* Upon written request by a Capital Provider in accordance with the Program Guidelines, the Program Manager, without any further action by the [City Council/Board of Supervisors/Town Council], shall join with the Capital Provider and the Property Owner in executing a C-PACE Amendment of the C-PACE Loan and the C-PACE Lien after the closing of a C-PACE Loan. The C-PACE Amendment shall be recorded in the Land Records.

(e) *Enforcement and collection costs.* In the event of Property Owner's default under the terms of the C-PACE Documents, the City, acting by and through the Treasurer, may enforce the C-PACE Lien for the amount of the Delinquent Payments, late fees, penalties, interest, and any costs of collection in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39, Article 4 of the Virginia Code. [For Cities only: Va. Code Sec. 58.1-3965.1 shall be applied to the sale of any Property to enforce a C-PACE Lien to collect Delinquent Payments.] If the City elects not to enforce the C-PACE Lien, which election shall be made within thirty (30) days of receipt by the City from the Capital Provider of notice of the Property Owner's default under the terms of the C-PACE Documents, then the

City, acting by and through the Treasurer, shall, within fifteen (15) days of the [County/City/Town]'s determination not to enforce the C-PACE Lien, assign the right to enforce the C-PACE Lien in accordance with the terms of the C-PACE Documents to the Capital Provider by executing a C-PACE Assignment (Locality) and delivering such instrument to the Capital Provider for recordation in the Land Records. The preceding sentence notwithstanding, a C-PACE Assignment (Locality) may be executed and recorded at any time during the term of the C-PACE Loan, including at the C-PACE Loan's closing, regardless of whether the C-PACE Loan is then in default. Upon such assignment and recordation, the Capital Provider is authorized to, and shall, enforce the C-PACE Lien according to the terms of the C-PACE Documents, in the same manner that a property tax lien against real property may be enforced under Title 58.1, Chapter 39 of the Virginia Code, including the institution of suit in the name of the City and its Treasurer, and this right to enforce expressly includes authorization for the Capital Provider to engage legal counsel to advise the Capital Provider and conduct all aspects of such enforcement. Such legal counsel, being authorized to institute suit in the name of the City and its Treasurer, shall have the status of "Special Counsel to the City and its Treasurer" and an "attorney employed by the governing body," and possess all the rights and powers of an attorney employed under Va. Code Secs. 58.1-3966 and 58.1-3969, with the express authority to exercise for the benefit of the Capital Provider every power granted to a local government and/or its Treasurer and its or their attorneys for the enforcement of a property tax lien under, or in connection with, any provision contained in Title 58.1, Chapter 39, Article 4 of the Virginia Code. The City, on its behalf and on behalf of the Treasurer, waives its right to require such legal counsel to post the optional bond described in Va. Code Sec. 58.1-3966. All collection and enforcement costs and expenses (including legal fees and costs), interest, late fees, other types of fees, and penalties charged by the City or Capital Provider, as applicable and consistent with the C-PACE Act and the Virginia Code, shall (i) be added to the Delinquent Payments being collected, (ii) become part of the aggregate amount sued for and collected, (iii) be added to the C-PACE Loan, and (iv) be secured by the C-PACE Lien. Nothing herein shall prevent the Capital Provider to which the C-PACE Lien has been assigned from enforcing the C-PACE Lien to the fullest extent permitted by the C-PACE Documents, the C-PACE Act or general law. The Property Owner of a Property being sold to pay Delinquent Payments, or other interested party, may redeem the Property at any time prior to the Property's sale, in accordance with Va. Code Secs. 58.1-3974 and 58.1-3975.

Sec. []-7. - Role of the City; limitation of liability.

Property Owners and Capital Providers participate in the C-PACE Program and the Statewide Program at their own risk. By executing the C-PACE Documents, including the C-PACE Program Agreement, or by otherwise participating in the C-PACE Program and the Statewide Program, the Property Owner, Capital Provider, contractor, or other party or participant acknowledge and agree, for the benefit of the City and as a condition of participation in the C-PACE Program and the Statewide Program, that: (i) the City undertakes no obligations under the C-PACE Program and the Statewide Program except as expressly stated herein or in the C-PACE Program Agreement; (ii) in the event of a default by a Property Owner, the City has no obligation to use City funds to make C-PACE Payments to any Capital Provider including, without limitation, any fees, expenses, and other charges and penalties, pursuant to a Financing

Agreement between the Property Owner and Capital Provider; (iii) no C-PACE Loan, C-PACE Payment, C-PACE Lien, or other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter shall be backed by the credit of the City, the Commonwealth, or its political subdivisions, including, without limitation, City taxes or other City funds; (iv) no C-PACE Loan, C-PACE Payment, C-PACE Lien or other obligation arising from any C-PACE Document, the C-PACE Act, or this chapter shall constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction; (v) the City has not made any representations or warranties, financial or otherwise, concerning a Property Owner, Eligible Property, Project, Capital Provider, or C-PACE Loan; (vi) the City makes no representation or warranty as to, and assumes no responsibility with respect to, the accuracy or completeness of any C-PACE Document, or any assignment or amendment thereof; (vii) the City assumes no responsibility or liability in regard to any Project, or the planning, construction, or operation thereof; (viii) each Property Owner or Capital Provider shall, upon request, provide the City with any information associated with a Project or a C-PACE Loan that is reasonably necessary to confirm that the Project or C-PACE Loan satisfies the requirements of the Program Guidelines; and (ix) each Property Owner, Capital Provider, or other participant under the C-PACE Program, shall comply with all applicable requirements of the Program Guidelines.

Sec. []-8. - Severability.

As provided by Section [] of the [] Code of the City, the provisions of this chapter are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid, or that the application of any part of the chapter or provision to any person or circumstance is invalid, the remaining provisions of this chapter shall not be affected by that decision and continue in full force and effect.

Appendix A – C-PACE Program Agreement

Appendix B – Locality Agreement

Communications From Citizens

REGULAR BUSINESS

R-1



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: Approval of request to submit grant application to the Cameron Foundation for reconstruction of Shiloh Lodge foundation, which requires matching funds from the City totaling \$125,000.

ISSUE: Staff requests approval to submit an application on or before May 1, 2023 to the Cameron Foundation seeking matching funding for the reconstruction of the failed foundation of the former Shiloh Lodge structure. The City acquired the property in October 2019.

RECOMMENDATION: The City Administration recommends approving the request to submit an application to the Cameron Foundation. The City has options with the matching funds.

TIMING: City Council action is requested on April 25, 2023 because the application due date is May 1, 2023.

BACKGROUND: Reconstructing the foundation must occur before any other restoration work can begin on the rest of the structure.

ENCLOSED DOCUMENTS: Engineering Assessment; Excerpts from Highest and Best Use Study; Photos of foundation

STAFF: Christopher Ward, Director of Development

FOR IN MEETING USE ONLY

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

MOTION: _____

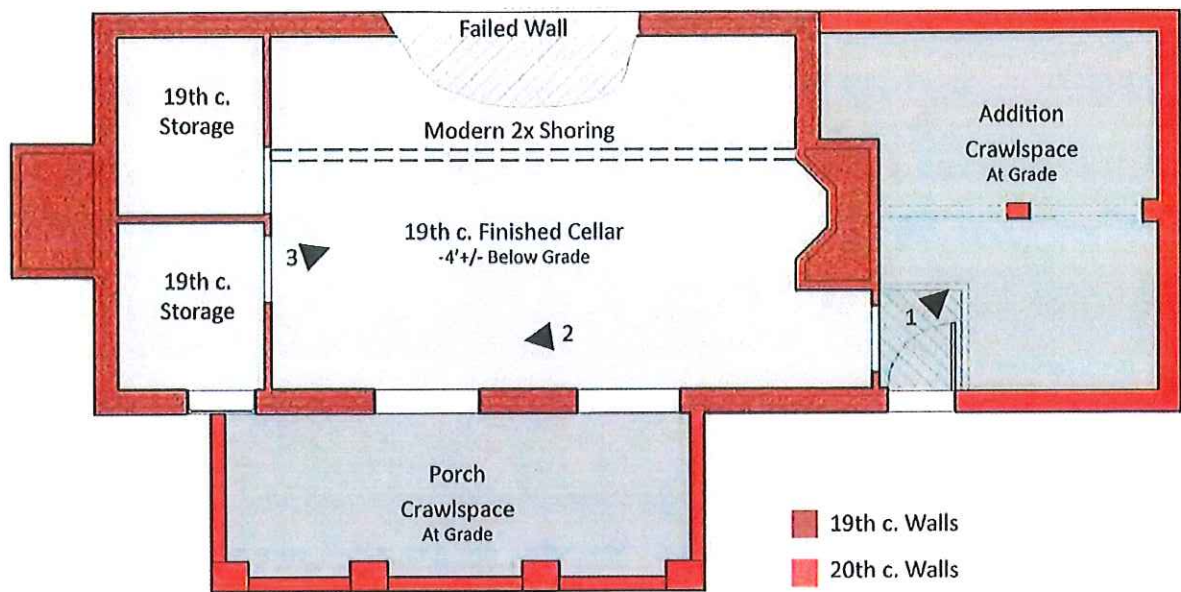
Roll Call

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 |

EXISTING BASEMENT



HISTORIC ASSESSMENT - BASEMENT

Modern Addition Crawlspace

The basement is divided into two major sections, the portion for the 19th century building and the portion for the modern addition. The modern portion is a crawlspace with a vent on the south wall. There is a central support wood beam spanning from the south chimney mass to a concrete block pilaster on the south wall aided by a mid-span brick pier. The plumbing for the modern restrooms can be seen at the south end; the pipes are metal and from a distance appear to be in sound condition but advise replacing them with PVC for longevity. Insulation under the first floor subfloor, where it is present, is falling down. As this area is not historically significant, it could be closed off from view with an access panel to reach the crawlspace during rehabilitation or possibly be excavated for mechanical use.

19th century Cellar

The basement under the 19th century portion is historically significant as habitable space and contains important original features to preserve. The ceiling has remnants of wood lath indicating that the ceiling was plastered, though the plaster has long since deteriorated. The windows in the main portion of the cellar have original wood trim but the modern porch obstructs any light from entering the cellar. The modern porch disregarded the cellar window locations and the northern edge of the porch meets the opening of the northernmost window, a small amount of the opening is exposed to light. This window does not align with the windows for the upper floors and this is likely due to the two spaces partitioned at the northern end of the cellar. The purpose for these spaces is a mystery, though Carl Lounsbury suspects that these were closets for tableware and other storage. The size of the fireplace in the southern chimney mass and lack of common cellar kitchen evidence suggests the cellar was not a kitchen but likely a summer dining room given the historic finishes. The modern stud wall is to help stabilize the eastern end of the building given the collapse of the foundation wall.



Crawlspace under 1940s addition.

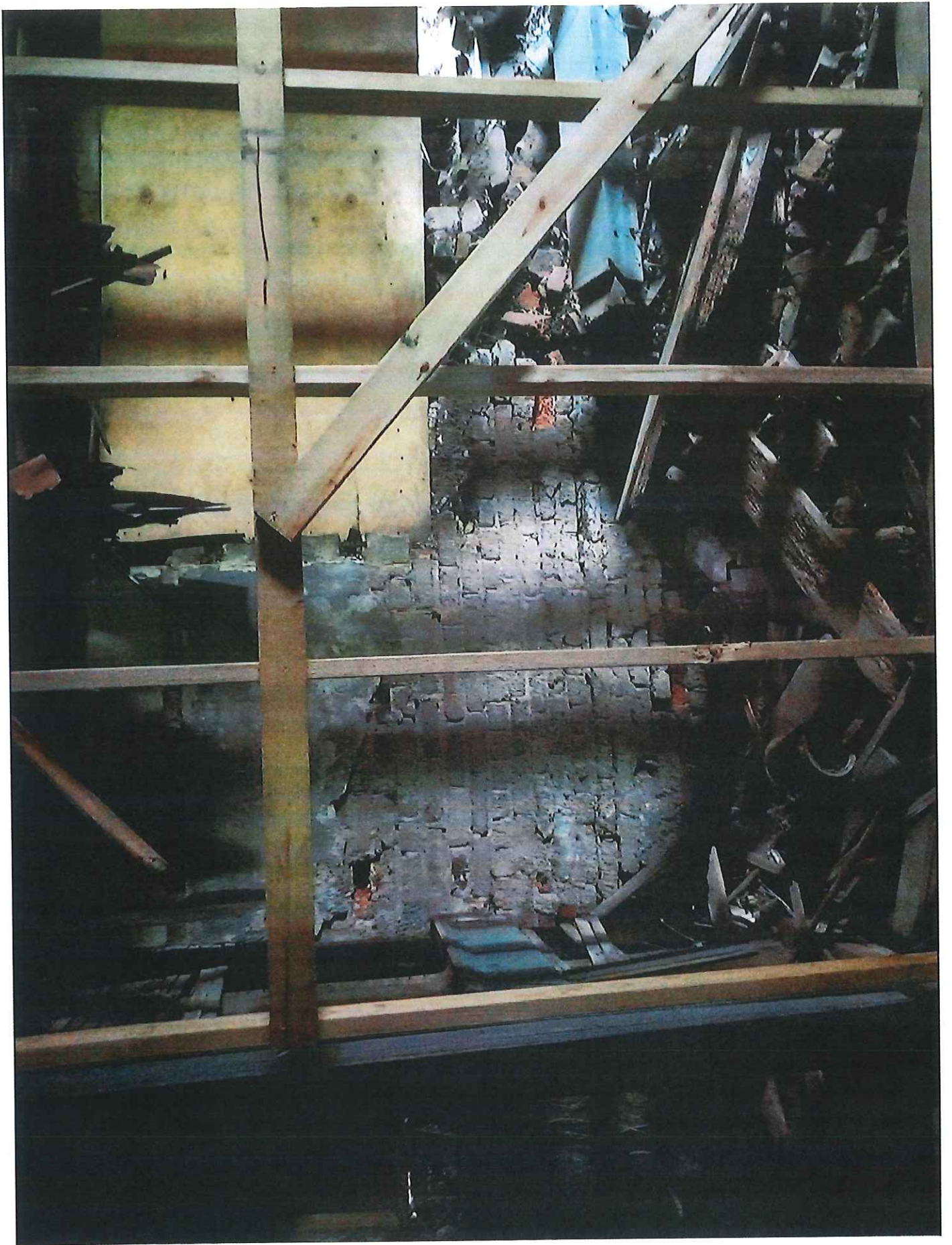


Cellar with shoring at right.



The cellar has remnants of finishes for restoration.





ADJOURNMENT