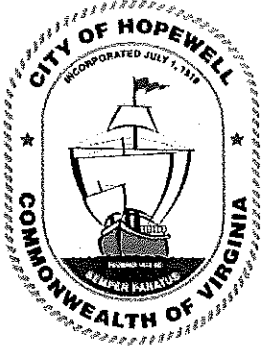


AGENDA



CITY OF HOPEWELL
Hopewell, Virginia 23860

CITY COUNCIL

Patience A. Bennett, Mayor, Ward #7
John B. Partin, Jr., Vice Mayor, Ward #3
Deborah B. Randolph, Councilor, Ward #1
Arlene Holloway, Councilor, Ward #2
Jasmine E. Gore, Councilor, Ward #4
Janice B. Denton, Councilor, Ward #5
Brenda S. Pelham, Councilor, Ward #6

AGENDA

(804) 541-2408

www.hopewellva.gov
info@hopewellva.gov
cityclerk@hopewellva.gov

John M. Altman, Jr., City Manager
Cynthia E. Hudson, Acting City Attorney
Mollie P. Bess, City Clerk

April 26, 2022

REGULAR MEETING

Closed Meeting - 6:30 p.m.
Regular Meeting - 7:30 p.m.

OPEN MEETING

6:30 p.m. Call to order, roll call, and welcome to visitors

SUGGESTED MOTION: Move to go into closed meeting pursuant to Va. Code Section 2.2-3711(A)(1) to discuss prospective appointees to various boards and commissions; and to discuss and consider personnel matters for Council employees (City Manager, City Attorney and City Clerk).

CLOSED MEETING

RECONVENE OPEN MEETING

Roll Call

CERTIFICATION

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

REGULAR MEETING

Call to order, roll call, and welcome to visitors

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

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: March 1, 2022

C-2 Pending List:

C-3 Information for Council Review:

C-4 Personnel Change Report:

C-5 Public Hearings:

C-6 Routine Approval of Work Sessions: HRHA Joint Work Session – 4/27/22; Budget Work Session – 5/3/22; Conditional Use Permit 02017 Day Street – 5/10/22; Amendment of Master Plan Development-Anchor Point Subdivision – 5/10/22; Alley Right of Way Vacation- 2000 Day Street/105 North 21st Avenue – 5/10/22

C-7 Ordinances on Second & Final Reading:

C-8 Routine Grant Approval:

C-9 Resolutions, Proclamations:

SUGGESTED MOTION: To amend/adopt consent agenda

Roll Call

INFORMATION/PRESENTATIONS

Presentation of Proclamation to Zack Brown

PUBLIC HEARING

UNFINISHED BUSINESS

COMMUNICATIONS FROM CITIZENS

CITY CLERK: *A Communications 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 the regular agenda of the meeting. All remarks shall be addressed to the Council as a body, any questions must be asked through the mayor only, and there shall be no discussion without permission of the mayor. 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.)*

Reports of Boards and Commissions:

REGULAR BUSINESS

Reports of City Manager:

R-1 – Regional Industrial Facilities Authority – Keith Boswell, Virginia Gateway Region

R-2 – Stormwater Resiliency Plan Update

Reports of City Attorney:

Reports of City Clerk:

Board/Commission Vacancies: **Historic Preservation Committee – 3 vacancies**
Architectural Review Board – 2 vacancies
Planning Commission – 1 vacancy
Economic Development Authority – 1 vacancy
Recreation Commission - 2 vacancies
Library Board – 2 vacancies
Keep Hopewell Beautiful – 1 vacancy
Board of Zoning Appeals – 1 vacancy

Reports of City Council:

Committees

COUNCILORS REQUEST

**CR-1 – Re-implement Municode Meeting Software/Council Rules & Procedures - GORE
MOTION:**

Roll Call

Presentations from Boards and Commissions

Other Council Communications

Adjournment

CLOSED
MEETING

REGULAR
MEETING

CONSENT AGENDA

MINUTES

**March 1, 2022
Regular Meeting**

MINUTES OF THE SPECIAL CITY COUNCIL MEETING

A Special Meeting of the City Council of the City of Hopewell, Virginia, was held Tuesday, March 1, 2022, at 5:30 p.m. in the City Council Chambers, Municipal Building, 300 North Main Street, Hopewell, Virginia.

PRESENT: Patience Bennett, Mayor (Ward 7)
 Johnny Partin, Vice Mayor (Ward 3)
 Deborah Randolph, Councilor (Ward 1)
 Arlene Holloway, Councilor (Ward 2) – (via Zoom)
 Jasmine Gore, Councilor (Ward 4)
 Brenda S. Pelham, Councilor (Ward 6) – (via Zoom)
 Janice B. Denton, Councilor (Ward 5)

Staff: Mollie P. Bess, City Clerk

Mayor called the meeting to order at 5:30 p.m.

Mayor Bennett	-	present		
		Vice Mayor Partin	-	present
		Councilor Randolph	-	present
		Councilor Holloway	-	present – (via Zoom)
		Councilor Gore	-	present - (arrived 5:40 p.m.)
		Councilor Denton	-	present
		Councilor Pelham	-	present – (absent)

City Clerk ask Councilor Holloway to state the reason that she is joining virtually, her response was medical. Vote is taken to allow/deny Councilor Holloway to join virtually.

Motion to allow Councilor Holloway to join virtually made by Vice Mayor Partin and seconded by Mayor Bennett

Roll Call:	Mayor Bennett	-	yes
	Councilor Randolph	-	yes
	Vice Mayor Partin	-	yes
	Councilor Denton	-	yes

Motion Passes: 4 – Ayes
 0 – No

City Clerk ask Councilor Pelham to state the reason that she is joining virtually, her response was personal.. Vote is taken to allow/deny Councilor Pelham to join virtually.

Motion made by Vice Mayor Partin and seconded by Mayor Bennett to allow Councilor Pelham to join virtually.

Roll Call:	Mayor Bennett	-	yes
	Councilor Randolph	-	no
	Vice Mayor Partin	-	yes
	Councilor Denton	-	no

**March 1, 2022
Regular Meeting**

Motion Failed: 2– Ayes
2 – No

Councilor Pelham exited the meeting due to Council failing to allow her to join.

City Clerk asked Councilor Gore to state the reason that she is joining virtually, her response was she is in route to the meeting. Vote is taken to allow/deny Councilor Gore to join virtually.

Motion made by Vice Mayor Partin and seconded by Mayor Bennett to allow Councilor Gore to join virtually until her arrival in person.

Roll Call:	Mayor Bennett	-	yes
	Councilor Randolph	-	yes
	Vice Mayor Partin	-	yes
	Councilor Denton	-	yes

Motion Passes: 4 – Ayes
0 – No

CLOSED MEETING

Moved to go into Closed Session by Vice Mayor Partin and seconded by Councilor Randolph pursuant to Va. Code Section §2.2-3711 (A)(1) for discussion of personnel matters pertaining to specific council appointee terms of employment and to interview prospective candidates for employment of the City Attorney position.

Roll Call:	Mayor Bennett	-	yes
	Councilor Randolph	-	yes
	Councilor Holloway	-	yes
	Vice Mayor Partin	-	yes
	Councilor Gore	-	yes
	Councilor Denton	-	yes

Motion Passes: 6 – Ayes
0 – Nays

CLOSED SESSION

Motion to come out of closed by Vice Mayor Parton and seconded by Councilor Randolph

Roll Call:	Mayor Bennett	-	yes
	Councilor Randolph	-	yes
	Councilor Holloway	-	yes
	Vice Mayor Partin	-	yes
	Councilor Gore	-	yes
	Councilor Denton	-	no

Motion Passes: 5 – Ayes
1 – Nays

March 1, 2022
Regular Meeting

CERTIFICATION

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: Mayor Bennett - yes
Councilor Randolph - yes
Councilor Holloway - yes
Vice Mayor Partin - yes
Councilor Gore - yes
Councilor Denton - yes

Motion Passes: 6 – Ayes
0 – Nays

Motion by Councilor Gore and seconded by Vice Mayor Partin to adjourn.

ROLL CALL: Mayor Bennett - yes
Councilor Randolph - yes
Councilor Holloway - yes
Vice Mayor Partin - yes
Councilor Gore - yes
Councilor Denton - no

Motion Passes: 5 – Ayes
1 – Nays

Meeting Adjourned

Patience Bennett, Mayor

Mollie Bess, City Clerk

INFORMATION/ PRESENTATION

COMMUNICATIONS

FROM

CITIZENS

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: **Regional Industrial Facilities Authority**

ISSUE: Discussion of the creation of a Regional Industrial Facilities Authority and the City's membership

RECOMMENDATION: Receive information and take appropriate action

TIMING: N/A

BACKGROUND: Virginia Regional Industrial Facilities Act (Chapter 64, Title 15.2, Section 15.2-6400) of the Code of Virginia provides the authority mechanism for localities in the region to cooperate in the development of facilities will assist the region in overcoming barriers to economic growth. The creation of regional authority provides a mechanism for the member localities to cooperate in the development of facilities to the region to enhance the economic base for the member localities by developing, owning, and operating one or more facilities needed or desired in a region, through combined action.

ENCLOSED DOCUMENTS:

- RIFA Presentation
- RIFA Agreement Creating Virginia's Gateway RIFA
- RIFA By-laws
- RIFA Ordinance
- RIFA Notice of Public Hearing

STAFF:

John M. Altman, Jr., City Manager

SUMMARY:

Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Debbie Randolph, Ward #1	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Janice Denton, Ward #5
<input type="checkbox"/>	<input type="checkbox"/>	Councilor Arlene Holloway, Ward #2	<input type="checkbox"/>	<input type="checkbox"/>	Councilor Brenda Pelham, Ward #6
<input type="checkbox"/>	<input type="checkbox"/>	Councilor John B. Partin, Ward #3	<input type="checkbox"/>	<input type="checkbox"/>	Vice Mayor Patience Bennett, Ward #7
<input type="checkbox"/>	<input type="checkbox"/>	Mayor Jasmine Gore, Ward #4			

Keith Boswell, Executive Director, Virginia's Gateway Region

FOR IN MEETING USE ONLY

MOTION: _____

Roll Call

SUMMARY:

Y N

- Councilor Debbie Randolph, Ward #1
- Councilor Arlene Holloway, Ward #2
- Councilor John B. Partin, Ward #3
- Mayor Jasmine Gore, Ward #4

Y N

- Councilor Janice Denton, Ward #5
- Councilor Brenda Pelham, Ward #6
- Vice Mayor Patience Bennett, Ward #7



Virginia's
Gateway
Region

RIFA: Regional Industrial Facilities Authority
Hopewell City Council
April 26, 2021

Regional Industrial Facilities Authority

Enabling Legislation:

- Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400. et seq.

Code of Virginia authority provides a mechanism for member localities to cooperate in developing, owning, and operating one or more facilities needed or desired in a region, *through combined action*.



RIFA Purpose

- The creation of regional authority provides a mechanism for the Member Localities to cooperate in the development of facilities which will assist the region.
- This allows Localities to combine resources and assets for the purpose of economic development.
- It is also a mechanism for sharing revenue.

RIFA Potential Projects

- Broadband deployment
- Industrial Park development
- Industrial Site development
- Water/Sewer solutions
- Transportation solutions

RIFA vs Local EDA/IDA

- Sec. 15.2-4905 is a more general statute and therefore would be subject to the RIFA Act as a more particular statute.
 - Under Virginia Law the more detailed legal authority controls over a less detailed authority.
- Sec. 15.2-4905 has language that cures the potential conflict.
 - “not created by such locality”
 - Prince George will create the new RIFA which it is authorized to do by 15.2-6402 and thus 15.2-4095 is fulfilled.
- Conclusion: A RIFA is different authority than an IDA/EDA primarily by nature of it requiring multiple Localities to create it in accordance with the RIFA Act.

RIFA Creation Process

- Localities hold hearings
- Localities adopt ordinances
- Agreement creating RIFA
- By-Laws
- Appointment of RIFA Board of Directors
 - Appointed by Council / Board of Supervisors
 - Can come from anywhere in the service area

RIFA Creation

Creation - Governing bodies of the localities create, by adoption of concurrent ordinances, Virginia's Gateway Regional Industrial Facility Authority ("**VGRIFA**"), which concurrent ordinances will be filed with the Secretary of the Commonwealth causing the creation of the Authority.

1. Creation of VGRIFA by concurrent ordinances and filing with the Commonwealth; and
2. Localities agree on individual projects for participation.



VGRIFA Members

The initial proposed Member Localities of the Virginia's Gateway Regional Industrial Facility Authority are:

- Prince George County
- Dinwiddie County
- Sussex County
- Surry County
- City of Colonial Heights
- City of Hopewell
- City of Petersburg



VGRIFA – Future Expansion

Later, the membership of the VGRIFA may be expanded to include any locality within the region that would have been eligible to be an initial member.

VGRIFA Governing Board

VGRIFA shall be governed by a Board of Directors.

- Each Member Locality appoints one /two board members.
- Opportunity to have same number of alternate members.
- The Board shall elect from its membership a chair, vice chair, treasurer, and secretary for each calendar year.

Recommendation – Each Locality appoint an elected official, or Economic Development Authority member , or an Economic Development Director as their VGRIFA Board member. Best members have had economic development experience.



VGRIFA Funding Obligations

Creation phase – VGR will absorb the cost of creation.

Operational Dues – no cost anticipated at this time. The best practice would be for the organization to be self funding and self sustaining (i.e., % of grant to go towards administrative cost)

Individual Projects Participation Agreements – require approval by the governing bodies of the Member Localities who elect to participate on individual project basis. Operational funding would be expected during this phase.

VGRIFA Project(s) Participation

- Each Member Locality may consider participation in individual facilities or projects.
- The cost for such projects, and any remuneration from a project, shall only be shared by those that participate in the Participation Agreement for that project.
- There is no requirement to participate in each project and no penalties or adverse consequences to a Member Locality who does not participate.

VGRIFA Revenue Sharing

- The Member Localities may agree to a revenue and economic growth sharing arrangement with respect to tax revenues and other income and revenues generated by any facility owned by the Authority.
 - Requires approval by the governing body of the Member Locality for the site.
- Any such agreement shall be approved by a majority vote of the governing bodies of the Member Localities reaching such an agreement.
 - The agreement does not require any other approval.
- This does away with the need for more complex approaches thus a RIFA streamlines the approval process.

VGRIFA Annual Report

The Board shall submit an annual report of the VGRIFA's activities of the preceding year to the governing bodies of the Member Localities 120 days following the close of the fiscal year including a complete operating and financial statement covering the operation of the Authority during such reporting year.

VGRIFA Termination

Any Member Locality may withdraw:

- i. upon dissolution of the Authority, or
- ii. with majority approval of all other Member Localities, after making contractual provisions for the repayment of its portion of any debt incurred and any general dues (if any) for operation of the Authority for the current and succeeding fiscal year.

VGRIFA – Advantages

- Grant opportunities encourage regional collaboration
- Project response time could decrease
- Partnerships in place when addressing large issues
- Cost sharing
- Revenue sharing
- Reduces risk through diversification
- Ready tool when needed – avoid long creation time
- Project size and scope

Selected Success Stories

- **Lonesome Pine RIFA**
 - In its 1st year, announced redevelopment of surface mine into industrial/commercial sites
- **Southern VA Mega Site at Berry Hill**
 - 3,528-acre publicly owned megasite with a completed 200-acre graded pad
 - \$200 million of investment to date by the RIFA partners
- **Danville-Pittsylvania RIFA – Cyber Park – Kyocera 2017**
- **Cumberland Industrial Facilities Authority**
 - \$300M / 200 job salmon aquaculture facility on 200 acres

Known RIFAs in Virginia

- **Crossroads Regional Industrial Facility Authority** (Counties of Bland & Wythe, Town of Wytheville)
- **Cumberland Industrial Facilities Authority** (Counties of Tazewell, Russell, and Buchanan)
- **Carroll, Grayson, Galax Regional Industrial Facility Authority**
- **Danville-Pittsylvania Regional Industrial Facility Authority** (City of Danville and County of Pittsylvania)
- **Lonesome Pine Regional Industrial Facility Authority** (Counties of Lee, Scott, Wise & Dickenson)
- **Smyth-Washington Regional Industrial Facility Authority** (Counties of Smyth & Washington)
- **Fredericksburg Regional Industrial Facilities Authority** (Fredericksburg and the Counties of Caroline, King George, Stafford, and Spotsylvania)
- **Virginia Heartland industrial Facility Authority** (Counties of Amelia, Brunswick, Charlotte, Cumberland, Lunenburg & Prince Edward)
- **Western Virginia Regional Industrial Facility Authority** (Counties of Botetourt, Franklin, Roanoke, Cities of Roanoke & Salem; Town of Vinton)
- **Virginia Lakeside Commerce Park** (Towns of Chase City & Clarksville, County of Mecklenburg)
- **Staunton River Regional Industrial Facility Authority** (Pittsylvania County; Towns of Hurt & Altavista, City of Danville, and Southern Virginia Multimodal Park, a North Carolina limited liability company)
- **Virginia's First Regional industrial Facility Authority** (Counties of Pulaski, Montgomery, Giles, Roanoke, Bland, Wythe & Craig; Towns of Pulaski, Dublin, Christiansburg & Pearisburg, Cities of Roanoke & Radford) – note: it was Virginia's first RIFA - September 1, 1996
- **Eastern Virginia Regional Industrial Facility Authority** (Counties of Chesapeake, Gloucester County Isle of Wight James City, York, and the Cities of Hampton, Franklin, Newport News, Poquoson, Williamsburg)



VGRIFA – Next Steps

Completed steps:

1. Draft the Public Hearing Notices.
2. Draft the draft Ordinances for each participating jurisdiction.
3. Draft Agreement Creating the VGRIFA.
4. Share these drafts with the potential Member Localities.

Next steps:

1. Member Localities to add VGRIFA their agendas and start advertising.
2. VGRIFA attorney will coordinate on hearing dates (Work Sessions and/or Public Hearings) and any other meetings or discussions that are requested.
3. Hold the public hearing(s).
4. Vote.

Uniting our region for economic **prosperity**



**AGREEMENT CREATING THE VIRGINIA'S GATEWAY REGION
INDUSTRIAL FACILITIES AUTHORITY**

WHEREAS, the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400. et seq., Code of Virginia, 1950, as amended (the "Act") was enacted by the General Assembly of the Commonwealth of Virginia to provide a regional authority mechanism for member localities of such an authority to cooperate in developing, owning, and operating one or more facilities through combined action; and

WHEREAS, the exercise of the power granted by the Act is to be in all aspects for the benefit of the inhabitants of the geographic region included within the Member Localities, as defined below (the "Region") for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity; and

WHEREAS, the governing bodies of the Member Localities (as defined below) have determined that joint action through a regional industrial facility authority will facilitate the development of needed and desired facilities in the Region; and

WHEREAS, pursuant to the Act, the governing bodies of the City of Colonial Heights, the County of Dinwiddie, the City of Hopewell, the City of Petersburg, the County of Prince George, the County of Surry, and the County of Sussex (each, a "Member Locality" and collectively, the "Member Localities") by adoption of concurrent ordinances, have proposed to create the Virginia's Gateway Region Industrial Facilities Authority (the "Authority") for the purpose of enhancing the economic base for the Member Localities by developing, owning, and operating one or more facilities on a cooperative basis involving its Member Localities, which concurrent ordinances will be filed with the Secretary of the Commonwealth causing the creation of the Authority; and

WHEREAS, the Member Localities have agreed to enter into this Agreement Creating the Virginia's Gateway Region Industrial Facilities Authority (this "Agreement") establishing and describing the respective rights and obligations of the Member Localities with respect to the Authority.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration herein stated, the Member Localities hereto agree as follows.

**ARTICLE 1
NAME AND OFFICE**

The name of the authority shall be the "Virginia's Gateway Region Industrial Facilities Authority" (the "Authority"), and the address of its initial office is c/o Virginia's Gateway Region, 256 E. Ellerslie Ave, Suite D, Colonial Heights, Virginia 23834.

ARTICLE 2
PARTIES TO THE VIRGINIA'S GATEWAY REGION
INDUSTRIAL FACILITIES AUTHORITY AGREEMENT

2.1. The initial Member Localities of the Authority are:

County of Dinwiddie
County of Prince George
County of Surry
County of Sussex
City of Colonial Heights
City of Hopewell
City of Petersburg

2.2. At any time subsequent to the creation of this Authority, the membership of the Authority may, with the approval of the Authority Board, be expanded to include any locality within the region that would have been eligible to be an initial member. The governing body of a locality seeking to become a member shall evidence its intent to become a member by adopting an ordinance proposing to join the Authority that conforms to the requirements established by Section 15.2-6402 of the Code of Virginia. The admission of such additional member shall be completed upon the Authority Board approving the admission, after presented with the requisite ordinance adopted by such locality, which then shall be a Member Locality for all purposes, and with all rights, under this Agreement and the Bylaws (as defined below).

ARTICLE 3
FINDINGS AND PURPOSE OF THE AUTHORITY

The Member Localities agree that this Authority has been established for the following purpose and function.

3.1. The Member Localities agree that the creation of the Authority provides a mechanism for the Member Localities to cooperate in the development of facilities needed and desired in the Region.

3.2. The exercise of the powers granted by the Act shall be in all aspects for the benefit of the inhabitants of the Region for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity. Special emphasis shall be placed on directing these benefits to the inhabitants of the Member Localities, while recognizing the regional benefit of the Member Localities' economic development projects.

3.3. The Authority shall be nonprofit and no part of its earnings remaining after payment of its expenses and fulfillment of commitments in furtherance of the Authority's purposes shall inure to the benefit of any individual, firm or corporation, and if the Authority is dissolved in accordance with the provisions of the Act, the title to all funds and other property owned by the Authority shall vest in the Member Localities which have contributed to the

Authority in proportion to their respective contributions as provided by the Act. In order to benefit from the dissolution, the Member Locality must be in good standing with this Agreement, the Authority's Bylaws and other documents describing the Member Localities' obligations to the Authority.

3.4. The Act provides the Member Localities with powers by which the Member Localities may interact as one body or as individual participating groups consisting of more than one Member Locality of the Authority which the members believe will give each local government an opportunity to establish successful partnerships for the development of economic projects which will serve the region.

3.5. The governing body of each Member Locality has found that the economic growth and development of the localities, and the comfort, convenience and welfare of the citizens of the Member Localities require the development of facilities and that joint action through the Authority will facilitate the development of such facilities.

ARTICLE 4 BOARD OF THE AUTHORITY

4.1. All powers, rights and duties conferred by the Act, or other provisions of law, upon the Authority shall be exercised by a Board of Directors, each of whom shall be a resident of the Commonwealth of Virginia (the "Board"). The Board shall consist of two board members from each Member Locality appointed by the governing body of each Member Locality pursuant to Section 15.2-6403 (A) of the Act. To encourage participation, and to reduce meeting and regulatory conflicts, Board members should not be an elected member of the locality's governing body. Each Board member shall serve for a term of four years and may be reappointed for as many terms as the Member Locality's governing body desires. If a vacancy occurs by reason of death, disqualification or resignation, the governing body of the Member Locality that appointed the Authority Board member shall appoint a successor to fill the unexpired term.

Commented [SM1]: Note - this issue of who to appoint to the RIFA Board is something for your Localities to decide based primarily on concerns of FOIA issues from frequently seeing the other Board members in other (non-RIFA) settings. No right or wrong, but more of a preference decision.

4.2. The governing body of each Member Locality may appoint up to two alternate Board members. An alternate may serve as an alternate for either Board member from the Member Locality that appoints the alternate. Alternates shall be appointed for terms that coincide with one or more of the Board members from the Member Locality that appoints the alternate. If either Board member for a Member Locality is not present at a meeting of the Authority, an alternate shall have all the voting and other rights of the Board member not present and shall be counted for purpose of determining a quorum and all other purposes at that meeting.

4.3. The Board shall elect from its membership, for each calendar year, a Chair, Vice Chair, Treasurer, and Secretary.

4.4. Appointments, officers, Board meetings and procedures shall be held and conducted in accordance with the Act, this Agreement, and with the Bylaws of this Authority, attached hereto as Exhibit A and fully incorporated into this Agreement (the "Bylaws").

4.5. The Board shall submit an annual report of the Authority's activities of the preceding year to the governing bodies of the Member Localities, including a complete operating and financial statement.

4.6. The Board may establish dues or other annual financial fees for the operation of the Authority and its approved purposes ("**Operational Dues**") to be paid by the Member Localities. Such Operational Dues shall be approved by all Member Localities, including (without limitation) by or through a Member Locality's Economic Development Authority, by appropriate resolutions or ordinances. Such Operational Dues may be separate from amounts due in accordance with Participation Agreements (as defined in Article 5 below). Member Localities who agree to a Participation Agreement in accordance with Article 5 below may agree to have Operational Dues assessed pro rata by the Board against a Project (as defined in Section 5.2 below), or split among the various Projects as determined by the Board.

4.7. No Board member shall receive compensation, but shall be reimbursed for actual expenses incurred in the performance of his or her duties from funds available to the Authority.

4.8. The Authority is vested with the powers of a body corporate, including the powers to sue and be sued in its own name, plead and be impleaded, and adopt and use a common seal and alter the same as may be deemed expedient.

ARTICLE 5 PARTICIPATION AGREEMENTS FOR FACILITIES

5.1. The Authority may enter into participation agreements with more than one or more Member Localities by which any facilities allowed by the Act may be constructed, developed and operated in the Region ("**Participation Agreement(s)**"). Such Participation Agreements may include participation by public and private entities who are not Member Localities of the Authority ("**Other Participants**"). The Authority, and the Board (to the extent applicable) shall not have the authority or right to vote on any Project level decision among the Member Localities who elect to participate in a Project.

5.2. Each Member Locality may consider its terms in the participation in each proposed economic development project (a "**Project**"). The cost for such Participation Agreements and any remuneration from the creation of a Participation Agreement shall only be shared by the Member Localities and Other Participants in accordance with the Participation Agreement for that project. Any individual Member Locality may, at its discretion and as allowed by law, choose to enter into, or not enter into, any particular Project. Any Member Locality not entering into a Participation Agreement for a Project (i) shall have no monetary obligation or other duty or responsibility in relation to that Project, and (ii) its Member Locality status and participation in other Projects shall not be modified by any decision not to participate in any particular Project. A Project's Participation Agreement shall include a provision to cover the costs associated with administration of the agreement as part of the Project costs.

5.3 The Authority may from time to time finance a Project pursuant to a Participation Agreement through the issuance of notes and bonds by the Authority (“**Bonds**”). Such Bonds shall be limited obligations of the Authority to be paid solely from revenues and receipts of that particular Project and from revenues that may be received pursuant to any Participation Agreement or other agreement related to the Project being financed, and may be secured by collateral encumbered or pledged in support of the financing (“**Project-Based Financing**”). Project-Based Financing is approved and consented to by the Member Localities.

ARTICLE 6
DONATIONS; REMITTANCE OF TAX REVENUE;
REVENUE SHARING AGREEMENTS

6.1. Member Localities, including (without limitation) by or through a Member Locality’s Economic Development Authority, are hereby authorized to lend, or donate money or other property to the Authority for any of its purposes. The Member Locality, including (without limitation) by or through a Member Locality’s Economic Development Authority, making a grant or loan may restrict the use of such grants or loans to a specific facility owned by the Authority within or outside of that Member Locality.

6.2. The governing body of the Member Locality in which a facility owned by the Authority is located may direct, by resolution or ordinance, that all tax revenues collected with respect to the facility shall be remitted to the Authority. Such revenues may be used for the payment of debt service on bonds of the Authority and other obligations of the Authority incurred with respect to such facility. The action of such governing body shall not constitute a pledge of the credit or taxing power of such Member Locality.

6.3. Notwithstanding the requirements of Chapter 34 of Title 15.2 of the Code of Virginia (Section 15.2-3400 et seq.), the Member Localities may agree to a revenue and economic growth sharing arrangement with respect to tax revenues and other income and revenues generated by any properties owned, controlled or managed by the Authority. The obligations of the parties to any such agreement shall not be construed to be debt within the meaning of Article VII, Section 10 of the Constitution of Virginia. Any such agreement shall be approved by a majority vote of the governing bodies of the Member Localities reaching such an agreement, but shall not require any other approval.

ARTICLE 7
BOND ISSUES

The Authority may, including by request of Project participants, at any time issue bonds for any valid purpose, including the establishment of reserves and the payment of interest only in accordance with the Act. Any such bonds issued pursuant to the Act shall comply with all terms and conditions identified in Sections 15.2-6409, 15.2-6410, 15.2-6411, and 15.2-6412 of the Code of Virginia, as amended.

ARTICLE 8
ACCOUNTS AND RECORDS

The accounts and records of the Authority showing the receipt and disbursement of funds from whatever source derived shall be in such form as the Auditor of Public Accounts prescribes, provided that such accounts correspond as nearly as possible to the accounts and records for such matters maintained by corporate enterprises. The accounts and records of the Authority shall be subject to audit pursuant to Section 30-140 of the Code of Virginia and the costs of such audit services shall be borne by the Authority. The Authority's fiscal year shall be the same as the Commonwealth's.

Until the Authority's Board determines otherwise, or until a resignation of the following duties, the Virginia's Gateway Region will act as the staff and the fiscal agent for the Authority. The Authority may elect to provide compensation to Virginia's Gateway Region for such services, but the Authority will reimburse Virginia's Gateway Region for all costs and expenses incurred for or on behalf of the Authority. The VGR will not have any authority to bind the Authority.

ARTICLE 9 MEMBER LOCALITIES APPROVALS

The Authority may request action or approvals by the governing bodies of the Member Localities for any appropriate matters or actions in accordance with the Act. The Authority shall not act without approvals of the governing bodies of the Member Localities for any of the following:

- (i) Participation Agreements for individual Projects in accordance with Article 5 of this Agreement;
- (ii) tax revenue remittances in accordance with Section 15.2-6406.B of the Act;
- (iii) revenue sharing agreements in accordance with Section 15.2-6407 of the Act and Article 6 of this Agreement;
- (iv) Operational Dues in accordance with Article 4, Section 6 of this Agreement;
- (v) Any modification of the Board provisions in Article 4 Sections 1 and 2 of this Agreement; and
- (vi) Any other requirement or limitation as may be imposed by the Act, as may be amended.

Any Member Locality which does not elect to participate in a Project (in accordance with Article 5) shall not have any right or authority to vote on or interfere with any Project level decision.

ARTICLE 10
DISSOLUTION OF AUTHORITY

10.1. Any Member Locality of the Authority may withdraw from the Authority (i) upon dissolution of the Authority as set forth herein, or (ii) with majority approval of all other Member Localities of the Authority, upon a resolution adopted by the governing body of such Member Locality and after satisfaction of such Member Locality's legal obligations, including repayment of its portion of any debt incurred with regard to the Authority, or after making contractual provisions for the repayment of its portion of any debt incurred with regard to the Authority, as well as pledging to pay any Operational Dues for the Authority for the current and succeeding fiscal year following the effective date of withdrawal.

No Member Locality seeking withdrawal shall retain, without the consent of a majority of the remaining Member Localities, any rights to contributions made by such Member Locality, to any property held by the Authority or to any revenue sharing as allowed by the Act.

Upon withdrawal, the withdrawing Member Locality also shall return to the Authority any dues or other contributions refunded to such Member Locality during its membership in the Authority.

10.2. Whenever the Board determines that the purpose for which the Authority was created has been substantially fulfilled or is impractical or impossible to accomplish and that all obligations incurred by the Authority have been paid or that cash or sufficient amount of approved securities has been deposited for their repayment, or provisions satisfactory for the timely payment of all its outstanding obligations have been arranged, the Board may adopt resolutions declaring and finding that the Authority shall be dissolved.

Appropriate attested copies of such resolutions shall be delivered to the Governor so that legislation dissolving the Authority may be introduced in the General Assembly. The dissolution of the Authority shall become effective according to the terms of such legislation. The title to all funds and other property owned by the Authority at the time of such dissolution shall vest (i) in the Member Localities which have contributed to the Authority in proportion to their respective contributions, (ii) as stated in the Authority's dissolution resolution(s), or (iii) as otherwise mutually agreed upon by the Member Localities.

ARTICLE 11
MISCELLANEOUS

This Agreement may be amended or altered, from time to time, in any manner not inconsistent with the provisions of the Act and other applicable law. This Agreement shall be amended or altered only by an amendment, resolution or other approval of all of the governing bodies of the Member Localities. No such amendment shall reduce the rights, or modify the obligations of a Member Locality, for any previously approved Participation Agreement. All amendments shall be in writing and shall be signed by the Authority Chairman

and Secretary after approval in accordance with this Agreement and the Bylaws. The Authority shall provide a copy of any amendment to each Member Locality not later than ten (10) days after final approval of all Member Localities.

The title of and article headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties hereto only to the extent permitted by law. In the event that the General Assembly amends the Act in a manner that conflicts herewith, the provisions of this Agreement are hereby amended in conformity with such amendment of the Act.

(Signatures on the following pages)

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

CITY OF COLONIAL HEIGHTS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____,
_____, City Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF DINWIDDIE

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
_____, County Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

CITY OF HOPEWELL

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____,
_____, City Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

CITY OF PETERSBURG

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____,
_____, City Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF PRINCE GEORGE

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____,
_____, County Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF SURRY

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____,
_____, County Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF SUSSEX

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____, County Attorney

EXHIBIT A

BYLAWS

VIRGINIA'S GATEWAY REGION INDUSTRIAL FACILITIES AUTHORITY

BYLAWS

ARTICLE I

NAME; FORMATION; POWERS OF AUTHORITY; CERTAIN DEFINITIONS

Section 1

The name of the authority (the "**Authority**") shall be "Virginia's Gateway Region Industrial Facilities Authority."

Section 2

The Authority was formed in accordance with the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400 et seq., Code of Virginia, 1950, as amended (the "**Act**"). The initial Member Localities have entered into that certain Agreement Creating the Virginia's Gateway Region Industrial Facilities Authority, as the same may be amended from time to time (the "**RIFA Agreement**").

Section 3

The Authority is vested with the powers of a body corporate, including the power to sue and be sued in its own name, plead and be impleaded, and adopt and use a common seal and alter the same as may be deemed expedient. In addition to additional powers set forth in the Act, the Authority may, to the extent of available resources:

1. adopt bylaws, rules and regulations to carry out the provisions of the Act;
2. employ, either as regular employees or as independent contractors, consultants, engineers, architects, accountants, attorneys, financial experts, construction experts and personnel, superintendents, managers and other professional personnel, personnel, and agents as may be necessary in the judgment of the Authority, and fix their compensation;
3. determine the locations of, develop, establish, construct, erect, repair, remodel, add to, extend, improve, equip, operate, regulate, and maintain facilities to the extent necessary or convenient to accomplish the purposes of the Authority;
4. acquire, own, hold, lease, use, sell, encumber, transfer, or dispose of, in its own name, any real or personal property or interests therein;
5. invest and reinvest funds of the Authority;

6. enter into contracts of any kind, and execute all instruments necessary or convenient with respect to its carrying out the powers in the Act to accomplish the purposes of the Authority;
7. expend such funds as may be available to it for the purpose of developing facilities, including but not limited to (i) purchasing real estate; (ii) grading sites; (iii) improving, replacing, and extending water, sewer, natural gas, electrical, and other utility lines; (iv) constructing, rehabilitating, and expanding buildings; (v) constructing parking facilities; (vi) constructing access roads, streets, and rail lines; (vii) purchasing or leasing machinery and tools; and (viii) making any other improvements deemed necessary by the Authority to meet its objectives;
8. fix and revise from time to time and charge and collect rates, rents, fees, or other charges for the use of facilities or for services rendered in connection with the facilities;
9. borrow money from any source for any valid purpose, including working capital for its operations, reserve funds, or interest; mortgage, pledge, or otherwise encumber the property or funds of the Authority; and contract with or engage the services of any person in connection with any financing, including financial institutions, issuers of letters of credit, or insurers;
10. issue bonds under the Act;
11. accept funds and property from the Commonwealth of Virginia (the “**Commonwealth**”), persons, counties, cities, and towns and use the same for any of the purposes for which the Authority is created;
12. apply for and accept grants or loans of money or other property from any federal agency for any of the purposes authorized in the Act and expend or use the same in accordance with the directions and requirements attached thereto or imposed thereon by any such federal agency;
13. make loans or grants to, and enter into cooperative arrangements with, any person, partnership, association, corporation, business or governmental entity in furtherance of the purposes of the Act, for the purposes of promoting economic and workforce development, provided that such loans or grants shall be made only from revenues of the Authority that have not been pledged or assigned for the payment of any of the Authority's bonds, and to enter into such contracts, instruments, and agreements as may be expedient to provide for such loans, and any security therefor. The word "**revenues**" as used in this subsection includes grants, loans, funds and property, as set out in subsections 11 and 12 immediately above;
14. enter into agreements with any other political subdivision of the Commonwealth for joint or cooperative action in accordance with Section 15.2-1300 of the Code of Virginia, 1950, as amended; and

15. do all things necessary or convenient to carry out the purposes of the Act.

Section 4

Capitalized terms used in these Bylaws and not otherwise defined shall have the meanings prescribed in the Act.

ARTICLE II BOARD

Section 1

The Authority shall be governed by a board as prescribed in Section 15.2-6403 of the Act and provided in the RIFA Agreement (the “**Board**”). The Board shall consist of such number of Board members as provided in the RIFA Agreement. Board members and alternate Board members shall be appointed and shall serve for such terms as provided in the RIFA Agreement. The chair (the “**Chair**”), vice chair (“**Vice Chair**”), treasurer (“**Treasurer**”) and secretary (“**Secretary**”) of the Board shall be appointed as provided in the RIFA Agreement. By adopting these Bylaws the Board appoints Virginia’s Gateway Region as the initial staff and fiscal agent for the Authority, in accordance with the RIFA Agreement, Article 8.

Section 2

A. The Chair of the Board shall conduct the meetings of the Board, execute documents on behalf of the Board, function as the chief executive officer of the Authority, and execute such duties as the Board may delegate to the Chair by resolution.

B. The Vice Chair of the Board shall serve in the place and stead of the Chair when he or she is unable or unwilling to serve in such capacity.

C. The Secretary shall have the responsibility for preparing and maintaining custody of minutes of the Board’s meetings, for maintaining the records, and for authenticating records of the Authority. The Secretary shall also perform such other duties as may be assigned from time to time by the Board.

D. The Treasurer shall keep or cause to be kept complete and accurate books of account. Whenever required by the Board, the Treasurer shall render a financial statement showing all transactions of the Authority and the financial condition of the Authority. The Treasurer shall also perform such other duties as may be assigned from time to time by the Board.

Section 3

The Board may appoint an executive director (“**Executive Director**”) and such other staff who shall discharge such functions as may be directed by the Board. The Executive Director and any staff members shall be paid from funds received by the Authority.

Section 4

Each member of the Board shall, before entering upon the discharge of the duties of his or her office, take and subscribe to the oath prescribed in Section 49-1 of the Code of Virginia, 1950, as amended. Each member of the Board is an “officer” under the State and Local Government Conflict of Interests Act (Va. Code § 2.2-3100 et seq.) (“COIA”).

Section 5

Members of the Board shall be reimbursed for actual expenses incurred in the performance of their duties from funds available to the Authority. No Board member shall receive compensation.

Section 6

6.1 The regular meetings of the Board shall occur not less than once every six months on such dates and at such places and hours as may be agreed upon by the members of the Board. Regular meetings of the Board may be adjourned or continued, without further public notice, from day to day or from time to time or from place to place, but not beyond the time fixed for the next regular meeting, until the business before the Board is completed. The Board may agree to modify the frequency, dates, schedule or other details for regular meetings by a regular vote of the Board in accordance with these Bylaws. All meetings of the Authority and its committees shall comply with the Virginia Freedom of Information Act (Title 2.2, Chapter 37 of the Code of Virginia, 1950, as amended); and the Board and its committees may hold closed sessions as permitted therein.

6.2 A quorum for the transaction of business at any meeting of the Board shall exist when a majority of the Member Localities are represented by at least one member of the Board. Except as otherwise provided in these Bylaws, the affirmative vote of a quorum of the Board shall be necessary for any action taken by the Board. No vacancy in the membership of the Board shall impair the right of a quorum to exercise all the rights and perform all of the duties of the Board.

6.3 The affirmative vote of members of the Board representing **two-thirds** of the total number of members of the Board (a “**Supermajority**”) shall be required for the following actions of the Board:

- (i) sale or transfer of all or substantially all of the Authority assets;
- (ii) causing or permitting the Authority to incur any indebtedness for borrowed money in excess of \$50,000 over the term of such borrowing (taking in to account any permitted renewals or extensions thereof), except pursuant to a budget that has been approved by a Supermajority;
- (iii) causing or permitting the Authority to make any loan, capital expenditure, call or other contribution with respect to any security, asset, venture or investment project

or item held or engaged in by the Authority, or any series of related loans, expenditures, calls or other contributions, except pursuant to a budget that has been approved by a Supermajority;

- (iv) causing or permitting the Authority to enter into any contract or agreement with a term in excess of one year, other than in the ordinary course of business, or involving payments by or to the Authority in excess of \$50,000 over the term of such contract or agreement (taking in to account any permitted renewals or extensions thereof), except pursuant to a budget that has been approved by a Supermajority;
- (v) making any distributions of Authority cash or other property, except as specifically provided in the RIFA Agreement, these Bylaws or any Participation Agreement; and
- (vi) issuance of any Bonds by the Authority.

6.4 No member of the Board present shall abstain from voting unless the member has a conflict of interest in the matter being voted upon. For the purposes of this paragraph, a "conflict of interest" shall exist when there is an actual conflict: (1) pursuant to COIA; or (2) pursuant to any applicable policy adopted by the Authority; or (3) as stated by the member unless objected to by a vote of a quorum of the Board.

6.5 Any two or more Board members representing two or more Member Localities may call a special meeting of the Board. Any such request for a special meeting shall be in writing, and the request shall specify the time and place of the meeting and the matters to be considered at the meeting. A reasonable effort shall be made to provide each member of the Board with notice of any special meeting. No matter not specified in the notice shall be considered at such special meeting unless all the members of the Board are present. Special meetings may be adjourned or continued, without further public notice, from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the Board is completed.

Section 7

The Authority's fiscal year shall be the same as the fiscal year of the Commonwealth of Virginia. The Board, within one hundred twenty (120) days following the close of the fiscal year, shall submit an annual report of the Authority's activities of the preceding year to the governing body of each Member Locality. Each such report shall set forth a complete operating and financial statement covering the operation of the Authority during such year. The Authority's books and records shall be kept in such form as the Auditor of Public Accounts prescribes, but otherwise shall correspond as nearly as possible to accounts and records maintained by corporate enterprises, all subject to and in accordance with Section 15.2-6413 of the Act.

ARTICLE III
OFFICE OF AUTHORITY; TITLE TO PROPERTY

The Board shall maintain the principal office of the Authority within a Member Locality. All records shall be kept at such office. The title to all property of every kind belonging to the Authority shall be titled to the Authority, which shall hold it for the benefit of the Member Localities.

ARTICLE IV
AMENDMENT OF BYLAWS

These Bylaws may be altered, amended or repealed only by an amendment, resolutions, or ordinance approved by the affirmative vote of members of the Board representing two-thirds of the total number of the Board. No such amendment shall be inconsistent with the Act, the RIFA Agreement, or other applicable law, nor shall any such amendment reduce the rights, or modify the obligations of a Member Locality, for any previously approved Participation Agreement (as defined in the RIFA Agreement).

Adopted as of _____, 2021
for the Authority

By: _____
Name: _____
Title: Chair

Attest:

, Secretary

ORDINANCE NO. _____

AN ORDINANCE CREATING A REGIONAL INDUSTRIAL FACILITIES AUTHORITY PURSUANT TO SECTION 15.2-6400 ET SEQ. OF THE CODE OF VIRGINIA (the "Act")

WHEREAS, this City Council recognizes that providing a mechanism for localities in the local region to cooperate in the development of economic development projects and facilities is needed and desired in the Region (as defined below); and

WHEREAS, this City Council acknowledges that the purpose of a regional industrial facility authority is to enhance the economic base for its member localities by developing, owning and operating one or more facilities on a cooperative basis involving its member localities; and

WHEREAS, this City Council finds that economic growth and development of the City of Hopewell, Virginia (the "City"), and the comfort, convenience and welfare of the citizens of the City require the development of facilities, and that the collaborative and collective action through a regional industrial facility authority by the City of Colonial Heights, the County of Dinwiddie, the City of Hopewell, the City of Petersburg, the County of Prince George, the County of Surry, and the County of Sussex will facilitate the development of the needed facilities within the region that comprises said geographic areas (the "Region").

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Hopewell, Virginia (the "City Council"), that:

1. The name of the Regional Industrial Facility Authority shall be the "Virginia's Gateway Region Industrial Facilities Authority" (the "Authority").

2. The initial member localities shall be the City of Colonial Heights, the County of Dinwiddie, the City of Hopewell, the City of Petersburg, the County of Prince George, the County of Surry, and the County of Sussex (each, a "Member Locality" and collectively, the "Member Localities"). Each Member Locality's participation shall become effective on the date their respective governing body enacts an ordinance substantially similar to this ordinance authorizing the creation of the Authority. At any time subsequent to the creation of the Authority, the membership of the Authority may, with the approval of the Authority Board (as hereinafter defined and as more fully described in the Bylaws of the Authority), be expanded to include any locality within the region that would have been eligible to be an initial member. The governing body of a locality seeking to become a member shall evidence its intent to become a member by adopting an ordinance substantially similar to this ordinance (and otherwise in conformance with Section 15.2-6402 of the Act). The admission of such member shall be completed upon the Authority Board approving the admission, after being presented with the requisite ordinance adopted by such locality.

3. The Authority shall be governed by an initial board (the "Authority Board") consisting of two (2) board members from each Member Locality. Authority Board members shall be appointed by their respective Member Locality's governing body.

Each governing body of each Member Locality may appoint up to two (2) alternate Authority Board members. Alternates shall be appointed for terms that coincide with one or more of the Authority Board members from the Member Locality that appoints the alternate. If either Authority Board member for a Member Locality is not present at a meeting of the Authority, an alternate shall have all the voting and other rights of the Board member not present and shall be counted for purpose of determining a quorum and all other purposes of that meeting.

In the event that additional Member Localities shall enact an ordinance to join the Authority and are

admitted upon the Authority Board approving the admission, the number of members of the Authority Board shall be increased by two (2) members for each additional Member Locality, with Authority Board members to be appointed in accordance with the criteria set forth above for initial Authority Board Members and alternates.

Each member of the Authority Board shall serve for a term of four (4) years and may be reappointed for as many terms as the governing body from said Authority Board member's Member Locality desires.

4. The Authority Board shall have such authority and exercise such powers as are permitted by the Code of Virginia, the Agreement Creating Authority (as defined below), and in the Bylaws of the Authority Board (a draft copy of which is attached hereto and which shall be approved by the Authority in substantially the same form as said draft).

5. The Authority Board shall elect from its membership a Chair, Vice Chair, Treasurer and Secretary for each calendar year. The Authority Board may also appoint an Executive Director and staff who shall discharge such functions as may be directed by the Authority Board. The Executive Director and staff may be paid from funds received by the Authority.

6. This City Council authorizes approval, by appropriate execution by the designated representative of the City, an agreement (the "Agreement Creating Authority") among the Member Localities whereby the Authority shall be established and further whereby the respective rights and obligations of the Member Localities with respect to the Authority, in accordance with the provisions of the Act, shall be set forth (a draft copy of which is attached hereto and which shall be approved by the Authority in substantially the same form as said draft). The Agreement Creating Authority shall (i) establish the terms for participation in the Authority by Member Localities and (ii) further describe the participation agreements (the "Participation Agreements") that the Authority may enter into with one or more Member Localities by which any facilities allowed by the Act may be constructed and developed. This authorization includes, but is not limited to, authority for this City Council to approve, by ordinance, Participation Agreements by which Authority projects shall be constructed and developed and which may be funded from this City Council's commitment of loans or grants and in the event that a facility will be located within the City, future tax revenue derived from the Authority's project facilities located within the City, pursuant to Section 15.2-6406 of the Act.

7. If and to the extent one or more of the Member Localities named herein does not pass an ordinance substantially similar to this ordinance, this ordinance shall be deemed to automatically remove said Member Locality without further action or vote of this City Council; it being the intent of this ordinance that it shall be adopted with any number and composition of the Member Localities named herein so long as said ordinance, and the Authority created herein, shall be in compliance with all applicable statutes.

PASSED BY THE COUNCIL OF THE CITY OF HOPEWELL ON _____, 2021

Mayor

A true copy, teste:

City Clerk

Ordinance to Create a Regional Industrial Facility Authority
Pursuant to Section 15.2-6400 et seq. of the Code of Virginia
Page 3

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City Council of the City of Hopewell, Virginia, will conduct a public hearing on _____, _____, 2021, at 6:00 p.m., or as soon thereafter as may be heard, in the Council's Chambers, 300 North Main Street, Hopewell, Virginia 23860, to consider the following:

Ordinance No. _____, AN ORDINANCE TO JOIN THE REGIONAL INDUSTRIAL FACILITIES AUTHORITY PURSUANT TO SECTION 15.2-6400 ET SEQ. OF THE CODE OF VIRGINIA, 1950, AS AMENDED:

The City Council of the City of Hopewell, Virginia, will conduct a public hearing regarding the adoption of an ordinance to join the Virginia's Gateway Region Industrial Facilities Authority in collaboration and cooperation with City of Colonial Heights, the County of Dinwiddie, the City of Petersburg, the County of Prince George, the County of Surry, and the County of Sussex, to foster economic growth and development of the City of Hopewell and the region, and to promote the comfort, convenience and welfare of the citizens of the City of Hopewell by developing, owning and operating one or more facilities on a cooperative basis with the other member localities.

All interested persons are invited to attend the meeting. The ordinance materials are on file in the City Manager's Office and may be viewed during normal office hours at 300 North Main Street, Hopewell, Virginia 23860.

Persons requiring an accommodation in order to participate in the hearing should call (804) 541-2243, City Manager's Office, at least three (3) days in advance of the meeting.

**MARCH ALTMAN
CITY MANAGER**

R-2



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:

Stormwater Resilience Plan Update

ISSUE: Update City Council on Stormwater Resilience Plan and Narrative.

RECOMMENDATION: Staff recommends approval of the Stormwater Resilience Plan.

TIMING: Staff requests council action on April 26, 2022.

BACKGROUND: Staff prepared the initial Stormwater Resilience Plan in 2021 and has completed updates to the plan in recent weeks including adding new projects, removing completed projects and adding additional information to the map and narrative.

ENCLOSED DOCUMENTS:

- City of Hopewell Stormwater Resilience Plan Narrative

STAFF:

Austin Anderson, City Engineer

Stephen Edwards, Stormwater Program Manager

FOR IN MEETING USE ONLY

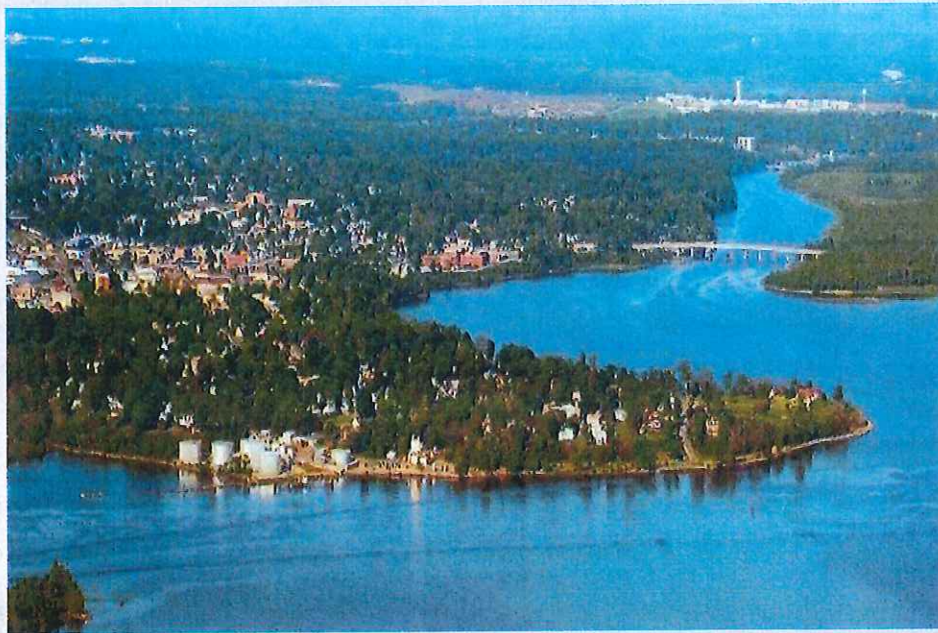
MOTION: _____

Roll Call**SUMMARY:**

- | | | | | | |
|--------------------------|--------------------------|------------------------------------|--------------------------|--------------------------|----------------------------------|
| Y | N | | Y | N | |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Debbie Randolph, Ward #1 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Janice Denton, Ward #5 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Arlene Holloway, Ward #2 | <input type="checkbox"/> | <input type="checkbox"/> | Councilor Brenda Pelham, Ward #6 |
| <input type="checkbox"/> | <input type="checkbox"/> | Vice Mayor John B. Partin, Ward #3 | <input type="checkbox"/> | <input type="checkbox"/> | Mayor Patience Bennett, Ward #7 |
| <input type="checkbox"/> | <input type="checkbox"/> | Councilor Jasmine Gore, Ward #4 | | | |

City of Hopewell, Virginia

RESILIENCE PLAN



City of Hopewell Resilience Plan

Executive Summary

The Hopewell Resilience Plan is a call to action for the City of Hopewell. In recent years the Hopewell has experienced increased frequency and intensity of rain events. The City of Hopewell recognizes that the impacts of climate change will be felt more acutely in the coming years and proposes this plan to help the City and its residents live with and plan for flooding now and in the future. Increasing the resilience of the community will reduce to cost of flooding and speed up recovery efforts in the wake of these events.

This resilience plan builds on ongoing efforts by the City of Hopewell and its regional partners to address the hazards identified in the [Richmond-Crater Multi-Regional Hazard Mitigation Plan](#). This Hazard Mitigation Plan was updated in 2017 and endorsed by the City Council the same year. The Hazard Mitigation Plan recognizes flooding as a moderate threat to the region, which means flooding is likely to impact day to day life in the community.



Flooding during August 15th, 2020 storm event

Since August 2020, the City has experienced six (6) significant flood events that have harmed people and infrastructure. These flooding events harm Hopewell's economic, social, and environmental health and well-being and disproportionately impact certain at-risk populations, which lack increasingly

prevalent threats. The City has begun to take proactive steps to identify at risk neighborhoods and develop a framework to address the challenges that flooding poses in a manner that boosts Hopewell's resilience.

This Resilience Plan provides background on the City, categorizes key flooding risks, identifies vulnerable populations to flooding, establishes a framework for mitigating flooding risk with measurable actions, and proposes key next steps

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Excerpt of Minutes from the Regular City Council Meeting held on September 28, 2021.

Motion by Vice Mayor Partin and seconded by Councilor Denton to adopt the Storm Water Resilience Plan as presented.

ROLL CALL: Councilor Denton – Yes
Councilor Pelhamm – Yes
Mayor Bennett – Yes
Councilor Randolph – Yes
Councilor Holloway – Yes
Councilor Partin – Yes
Councilor Gore – No

Motion Passes: 6-1

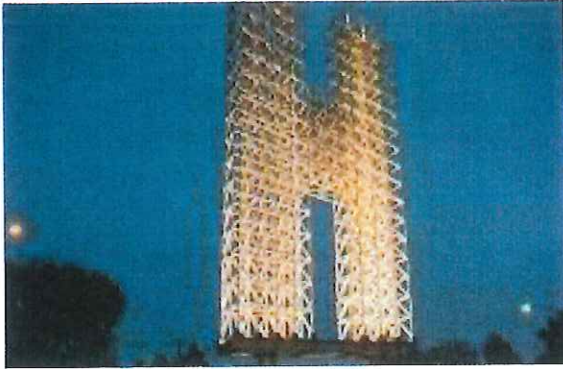


Patience Bennett, Mayor



Mollie Bess, City Clerk

Background on Hopewell



The City of Hopewell, Virginia is an independent, historic, waterfront community located at the confluence of the Appomattox and James Rivers. The entire geographical area of Hopewell drains either directly or indirectly to the Chesapeake Bay via these highly vulnerable rivers. Hopewell sits adjacent to Prince George and Charles City counties as well as the Fort Lee Military installation. Hopewell is centrally located in the Tri-Cities area of the Richmond

Metropolitan Statistical Area, only 21 miles south of Richmond, Virginia and approximately 130 miles south of Washington, D.C.

Hopewell was established in 1613 and celebrated 100 years of incorporation in 2016. In 1977, the lower Appomattox River was designated as a Scenic River, meaning it has outstanding natural, cultural, and recreational values in a free-flowing condition and should be preserved for the enjoyment of present and future generations and use by boaters, fishermen, pedestrians, cyclists, and history enthusiasts.

The City of Hopewell has been called the “Wonder City” because of its resiliency and tendency to bounce back. Despite continued efforts, Hopewell is an economically distressed community that has experienced a decline in its major industries, reducing its tax base and highlighting the challenges of being a small-town, manufacturing community in the 21st century.

While only miles from the state capital of Richmond, Hopewell’s economy is struggling compared to the rest of the Commonwealth of Virginia and the United States. On key indicators of income, Hopewell is drastically worse off than Virginia and the country overall. Hopewell has a median household income of only \$39,030, compared to \$74,456 at the State level. More than 23% of Hopewell residents live below the poverty line compared to 10.6% in Virginia. Further, Hopewell suffers from unemployment woes, with 7.7% of Hopewell residents unemployed, 6.9% compared to 4.0% across Virginia. Economic opportunity is also a challenge as only 17.8% of residents over 25 have a four-year college degree or graduate degree, which is significantly less than Virginia’s 39.6% of residents with four-year degrees or higher and the national average of 33.1%.

According to the U.S. Census American Community Survey 2014-2019, Hopewell’s population was 23,033. 8.7% of households in Hopewell do not have a vehicle available – compared to the Virginia rate (6.1%), and 39.3% in Hopewell only have one vehicle available - 1.2 times the Virginia rate (30.1%). A high percentage of Hopewell residents rent their homes (53.3%) rather than own their homes (46.7%). In addition, the housing stock is aging with less than a 26.3% of houses built after 1980 compared to 54.2% across

Virginia. Many of these homes were hastily constructed over a century ago by DuPont to house plant workers during the First World War.

Despite these ongoing challenges, Hopewell is in beginning a process of revitalization and is reinventing itself as an attractive and livable riverfront community for all. Between 2010 and 2020, Hopewell's population rose 1.9%. Hopewell is also a diverse community with 42.8% of residents Black or African American and 8.2% of residents Hispanic or Latino. There are new businesses, new restaurants, and new and exciting projects. The Beacon Theatre has been revamped and has had some amazing artists. Hopewell also sponsors many events, including the Kiwanis Leprechaun Dash, the Hopewell Recreation and Parks 5k Run/Walk, the Shrimp Feast, the Rotary Roast, Lunch and Lecture series, the James River Ball, Butts on Broadway, the annual Beer Feast, Hopewell Haunts, the Summer Concert Series, the Holiday Boat Parade, and Light up the Night.

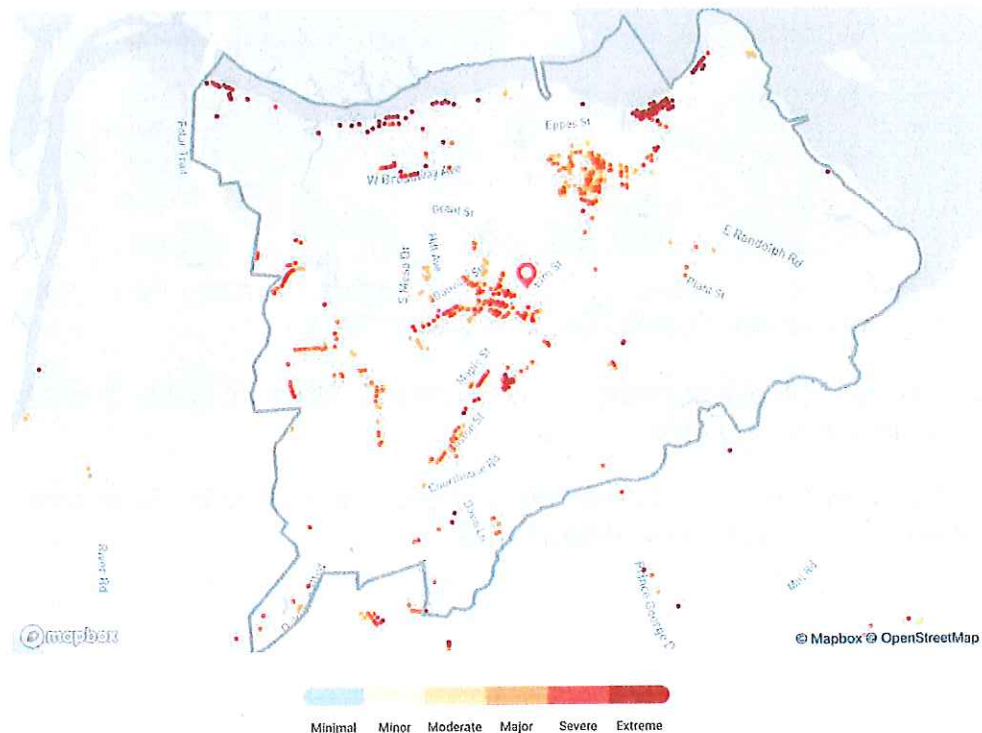


Climate Change in Hopewell

In an effort to address potential climate hazards that are not only felt today but will impact every aspect of life in the City over the coming decades, Hopewell has developed the enclosed Resilience Plan. This plan initiates Hopewell's planning process for a key climate risk, flooding, which combined with sea level rise and other climate hazards will contribute to the city's overall climate risk going forward. There are a multitude of factors, such as topography, geographic orientation of the shoreline, depth and duration of the flooding, and rate of water rise, which affect damage caused by floods.

The City has been substantially built-out in generations prior to the State of Virginia adopting local requirements for erosion and sediment control, floodplain protection, water supply resources, shoreline maintenance, stormwater management, and the Chesapeake Bay Act preservation areas. In most instances, these aging development areas did not incorporate the basic site improvements necessary to deal with water quantity, water quality, erosion, and other detrimental aspects of land development. These areas produce significant runoff issues, which threaten the health of the community and its waterways.

According to Flood Factor, there are 717 properties in Hopewell that have greater than 26% chance of being severely affected by flooding over the next 30 years. This represents 7% of all properties in the city. From 2021 to 2051, the City is likely to experience a 0.5% increase in the percent of properties at risk in the 500-return period (0.2% annual risk) from 7.50% in 2021 to 8.00% in 2051.



Floods are part of the Earth's natural hydrologic cycle. However, due to the effects of climate change and other factors, this natural hydrologic cycle gets out of balance, sending more water to an area than it can normally handle. The result of this occurrence is a flood, which inundates a floodplain. Most floods fall into one of three major categories: Riverine flooding, Coastal flooding or Shallow flooding. The City of Hopewell experiences Riverine and Shallow flooding, with Riverine flooding posing the greatest risk to public infrastructure and personal property. The most common types of Riverine flooding experienced in Hopewell are overbank flooding and flash flooding.

Overbank flooding – the result of channels (streams, creeks or ditches) receiving too much water, causing overbank flooding.

Flash flooding – the result of severe storm or storms that drops a lot of rainfall in a short period. As Hopewell is an urban area with many paved streets, gutters and networks of storm sewers increasing the velocity of runoff, this type of flooding can occur multiple times per year.



The City of Hopewell is comprised of seven (7) wards of nearly equal population to establish political subdivisions and Council representation.

Hopewell is the second oldest continuously occupied settlement in the United States, as such many of its homes are older.

According to Flood Factor, approximately 717 properties have a 1% chance of some amount of water reaching their building in 2022.

The City's hazards that stem from inadequate stormwater infrastructure do not follow Ward or Census Tract boundaries. The appropriate boundaries for identifying and controlling inadequate critical infrastructure are the City's drainage areas. The City has illustrated these drainage areas on the Stormwater Resilience Plan with contrasting colors:

- Appomattox River
- James River
- Bailey Creek
- Cattail Creek
- Cabin Creek

Building Resilience & Addressing Flood Hazards

The City of Hopewell realized that a successful Resilience Plan would require logical prioritization to categorize risk areas by size, cost and complexity.

The City developed five (5) categories with approximate timeframes, costs and examples:

Staff has broken down this comprehensive rehabilitation plan into five (5) categories and provided examples of recent projects that identify with each category:

1. Public Works/Stormwater Project Delivery

Delivery Timeframe: 6 months or less

Typical Cost: Under \$30,000

This category includes projects delivered by the City's in-house labor and equipment. This crew performs regular maintenance of the City's drainage system and delivers small projects citywide that improve drainage conveyance by maintaining roadside ditches, channels and culverts.

- a. Clingman St culvert sinkhole repair, completed May 2021
- b. N Colonial Dr/CSX Crossing – replace failed culvert, completed July 2021

2. Short Range Drainage Improvement Projects

Delivery Timeframe: 1 -2 years

Typical Cost: Under \$100,000

This category includes *various citywide chronic street flooding projects*, which need engineered solutions (site survey and/or plans) and fiscal year targeted funding. These projects may be assigned to our annual contractors or short bid.

- a. Sherwood Lane curb extension – completed April 2021
- b. Western St at NS Crossing – replace failed culvert, completed March 2021
- c. E Broadway Alley Drainage Improvements – completed July 2021

3. Intermediate Range Drainage Improvement Projects

Delivery Timeframe: 3-4 years

Typical Cost: \$100,000 to \$500,000

This category includes *localized neighborhood storm water management projects*, whereby engineered solutions, watershed analysis and fully prepared plans are

required along with specific CIP funds and/or grant funds from outside sources. Projects of this size and scope will be awarded by a formal invitation for bid (IFB) process following state and local procurement regulations.

- a. Prince Henry Ave Improvements – completed September 2020
- b. Stewart Ave/Bassett St Improvements – completed July 2020

4. Long Range Drainage Improvement Projects

Delivery Timeframe: 5 years

Typical Cost: \$500,000+

This category includes *localized neighborhood storm water management* projects, whereby engineered solutions, watershed analysis and fully prepared plans are required along with specific CIP funds and/or grant funds from outside sources. Projects of this size and scope will be awarded by a formal invitation for bid (IFB) process following state and local procurement regulations.

- a. Pine Ave Improvements – completed January 2021
- b. Hummel Ross Rd Improvements – completed June 2021
- c. Moultrie Ave Improvements – design complete, construction in 2022

5. Stream Valley, Channel Reaches and Outfall Stabilization Projects

Delivery Timeframe: 6 years+

Typical Cost: \$1M+

This category includes *regional stormwater management* projects, applied best management practices (BMPs) and accompanying channel stabilization projects, whereby engineered solutions, watershed analysis and fully prepared plans are required along with specific CIP. Projects of this size and scope all need grant assistance, as they are too costly to fund exclusively under the City's CIP.

- a. Riverside Park – Completed 2018
- b. Cattail Creek Drainage Crossing – Community Project Funding \$1M
- c. Cattail Creek, Reach 4 Stabilization Project – FEMA PDM \$1.2M

This Stormwater Resilience Plan would not be nearly as effective without public outreach and involvement. City staff held a public work session including a driving tour of risk areas with City Council and staff as well as community stakeholders on September 8, 2021.

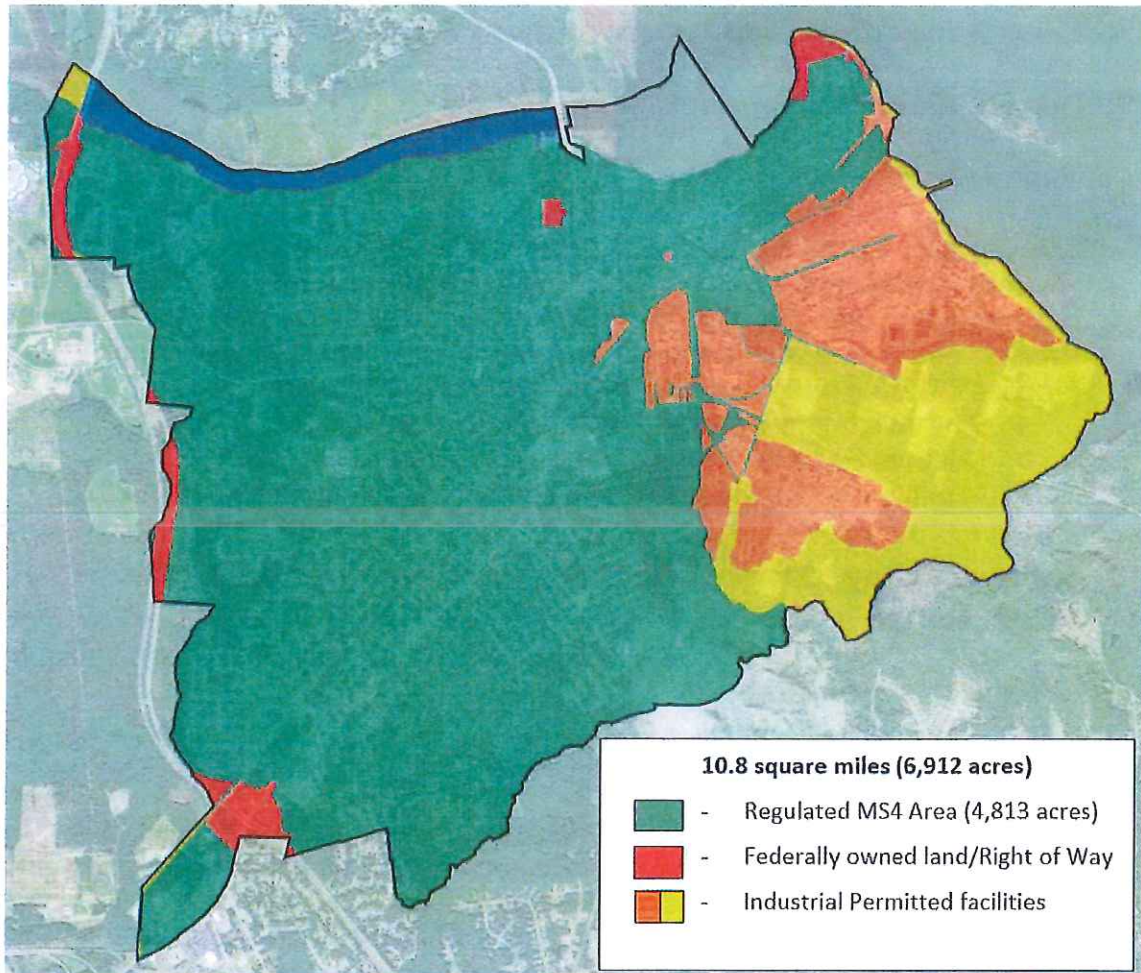
A second public meeting was held on September 28, 2021 where the Stormwater Resilience Plan was revisited by City Council and formally endorsed.

Next Steps

City Stormwater Program

<https://hopewellva.gov/stormwater-management/>

<https://hopewellva.gov/stormwater-utility-fee/>



City MS4 Area Map

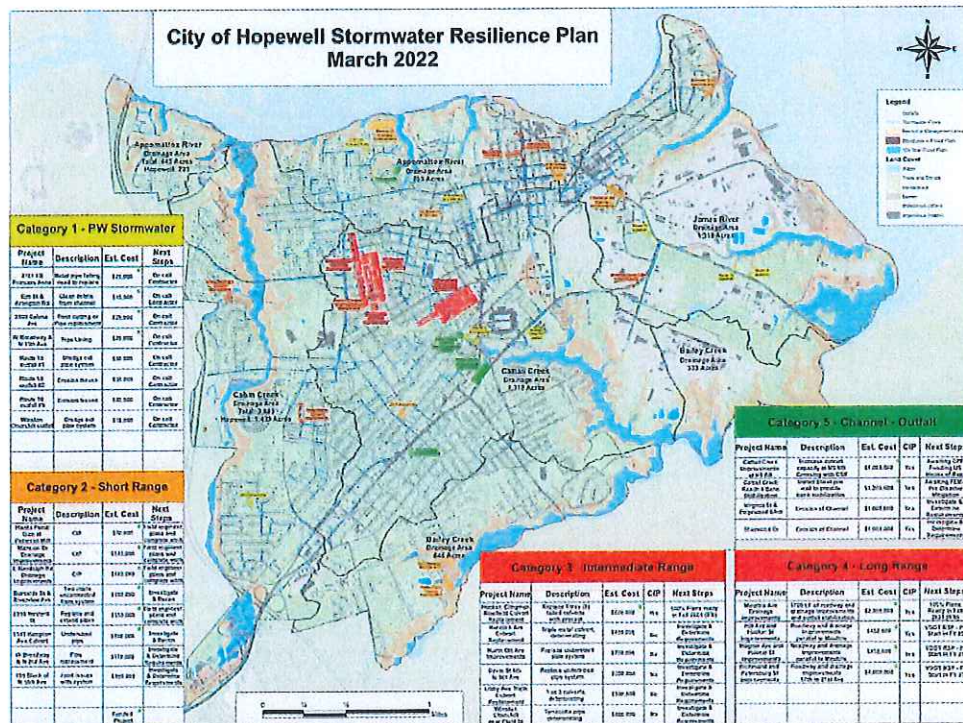
Stormwater Resilience Plan Map

The Chesapeake Bay Preservation Act, adopted by the Virginia General Assembly in 1989, focuses on local land use planning and land management to affect a positive impact on water quality. The first sentence sets the tone for the rest of the statute: *“Healthy state and local economies and a healthy Chesapeake Bay are integrally related; balanced economic development and water quality protection are not mutually exclusive.”*

The Act is mandatory for all Tidewater Virginia localities, and some other Virginia localities have opted in. Local implementation differs, and we've provided links to many local ordinances below.

Hopewell is one of the 84 localities that has adopted CBPA ordinances locally. We are in the Piedmont area of the state, so it was not mandatory for us to opt in. Chesapeake Bay Preservation Areas are composed of Resource Protection Areas (RPAs) and Resource Management Areas (RMA's). The RPA consists of perennial streams, tidal shores, tidal wetlands and certain non-tidal wetlands and the required 100-foot buffer (this is the designated “100-year floodplain” on our Stormwater Resilience Plan Map. The RMA is contiguous to and extends 500-feet landward of the RPA. Development in the RMA is less restricted; however, water quality measures may be necessary.

Download the map here: <https://hopewellva.egnyte.com/dl/3eNVHXlwa1>



COUNCILOR REQUESTS

ADJOURNMENT