

AGENDA



CITY OF HOPEWELL

Hopewell, Virginia 23860

AGENDA

(804) 541-2408

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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

Alyson Reyna, City Clerk Pro Tem

April 11, 2023

REGULAR MEETING

Closed Meeting: 6:00 PM

Work Session: 7:00 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 Sections 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.

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

WS-1 - Nuisance Ordinance - Danielle Smith, City Attorney

WS-2 - C-Pace Ordinance - Danielle Smith, City Attorney

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 Vice Mayor Jasmine 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: 03/16/23, 4/4/23

C-2 Pending List:

C-3 Information for Council Review:

C-4 Personnel Change Report & Financial Report: Personnel Report March 2023

C-5 Public Hearing Announcements: C-Pace Ordinance 4/25/23, Nuisance Ordinance 4/25/23

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. **Finance Report** - Michael Terry, Finance Director
2. **Crime Report** - Interim Police Chief, Gregory Taylor
3. **National Child Abuse Prevention Month Proclamation** - Debbie Pershing

PUBLIC HEARINGS

PH-1 - CDBG Substantial Amendment - Chris Ward, Director of Development

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 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)

UNFINISHED BUSINESS

REGULAR BUSINESS

Reports of City Manager: Proposed FY24 Budget

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**

WORK SESSION

WS-1

Proposed Nuisance Property Ordinance

- Purpose: To provide COH with means to abate criminal blight on real property.
- Criminal Blight – any condition on real property that endangers the public health and safety of other residents.



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Proposed Nuisance Property Ordinance

Process

STEP 1

- After notice is provided to the City Attorney or designee, the City Attorney shall execute an affidavit (VA Code §15.2-907).
- Affidavit is delivered to property owner.
- Standard - The City:
 - has tried to eliminate the criminal blight and
 - blight is still a present & cont'd threat.



Proposed Nuisance Property Ordinance

- STEP 2

Affidavit sent to owner advising that they have 30 days to eliminate the blight.

Owner may send notice that more than 30 days is needed for corrective action.

Failure to take corrective action within 30 days will result in second notice.

- STEP 3

- Second Notice – Affidavit by Police Chief or designee stating specific actions to be taken on behalf of the property owner necessary to abate criminal blight.

- 30 days to do so.

- City may then commence corrective action or seek judicial relief (civil remedies).

Proposed Nuisance Property Ordinance

- STEP 4
 - Where owner takes corrective action in a timely fashion, COH shall deem the criminal blight abated & close the proceedings w/ minimal costs and reasonable charges to the owner.
 - Written notice provided to owner.
 - Subsequent proceedings are not barred.
- STEP 5
 - Proposed Ordinance allows for civil and criminal remedies.
 - Violations are C3M
 - C3M – no jail time; \$1000 fine.

The End

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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 control 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.

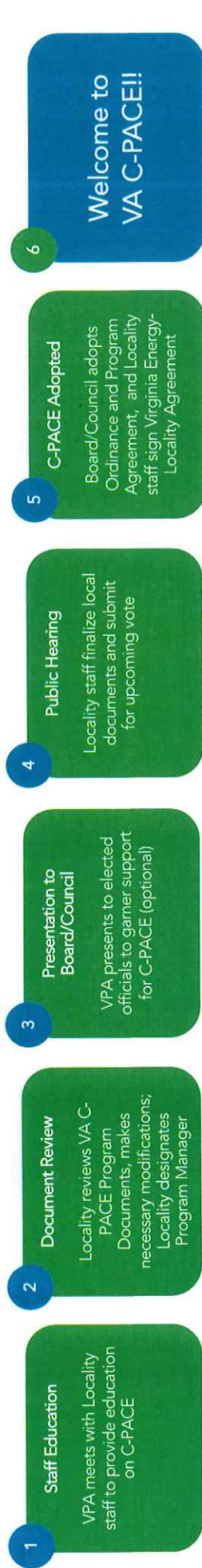
All sworn police officers, health inspectors, building and housing inspectors and the zoning administrator are hereby designated as enforcement officers for the purposes of this section.

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.

WS-2

Locality VA C-PACE Opt-in Process



Typical Locality Staff Involved



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

REGULAR MEETING

CONSENT AGENDA

C-1

MINUTES OF THE SPECIAL MEETING OF CITY COUNCIL HELD MARCH 16, 2023

A special council meeting of the Hopewell City Council was convened on Thursday, March 16, 2023, in the City Council Chambers, Municipal Building, 300 North Main Street, Hopewell, Virginia.

PRESENT: John B. Partin, Jr., Mayor, Ward 3
Jasmine E. Gore, Vice Mayor, Ward 4
Rita Joyner, Councilor, Ward 1
Michael Harris, Councilor, Ward 2
Janice B. Denton, Councilor, Ward 5
Brenda S. Pelham, Councilor, Ward 6
Dominic Holloway, Councilor, Ward 7

Dr. Concetta Manker, Interim City Manager
Danielle Smith, City Attorney
Alyson Reyna, City Clerk Pro Tem

ROLL CALL

Mayor Partin opened the meeting. Roll call was taken, as follows:

Mayor Partin	-	present
Vice Mayor Gore	-	present
Councilor Joyner	-	present
Councilor Harris	-	present
Councilor Denton	-	absent
Councilor Pelham	-	absent
Councilor Holloway	-	present

Quorum established.

An attempt to contact Councilor Pelham was made by the City Clerk, however no contact was established.

BUDGET WORK SESSION

Dr. Concetta Manker, Interim City Manager, gave a breakdown of the budget work sessions to City Council—explaining that departments had a presentation time limit, and to please allow department directors the time to complete their presentations before asking questions. All presentations were for the discussion of budget increases and required no action at the time of the meeting.

City Attorney – Danielle Smith, City Attorney, asked for an increase to cover the associated costs of the office of the City Attorney, including the increased prices of office supplies. Councilor Holloway asked about the cost of furniture listed as a line-item. Danielle Smith explained that this was for filing cabinets to house sensitive legal documents.

City Manager – Dr. Concetta Manker, Interim City Manager, noted that the only increase for the City Manager’s budget was to include the salary for an Assistant City Manager. She then covered the following requested budget increases for the positions held by those in abutting offices:

Economic Development and Tourism – Dr. Manker asked for this budget to be reinstated for the coming fiscal year.

Communications and Government Relations – Dr. Manker asked for no increase in the original funding amount.

Vice Mayor Gore noted that “Tourism” was under its own line item, and that it should be consolidated with “Economic Development” in MUNIS. Dr. Manker agreed and noted that she would work on the consolidation moving forward.

Commonwealth Attorney – Rick Newman, Commonwealth’s Attorney, explained the budget increases for the Commonwealth’s Attorney’s office and Victim Witness protection services.

Development – Chris Ward, Director of Development, noted some budget increases due to inflation and the lease program for new vehicles. He also noted the increase in postage for the rental inspection program notices. Mr. Ward also noted some projects Development would like to implement.

Vice Mayor Gore asked how many vehicles would be needed for the rental inspection program. Chris Ward stated that there would only be one vehicle and one inspector. Vice Mayor Gore asked Mr. Ward if he could include the funding for one additional staff person and an additional vehicle. Chris Ward stated that he would look at the cost for these additional programs and would have an answer for City Council.

Finance – Michael Terry, Director of Finance, presented to City Council a request for budget increase to bring the Assistant Payroll Specialist from part time to full time, and to cover the salary for a part-time Procurement Assistant.

Vice Mayor Gore asked Mr. Terry asked what changed from the discussion to bring the Finance Department whole to the budget session that there was a need for a part-time Procurement Assistant. Mr. Terry stated that the workload on the full-time Procurement Officer had grown over time, and that employee was also assisting CSA with purchase orders.

Fire & Rescue – Fire Chief, Benjamin Ruppert, gave an overview of the Fire and Rescue staffing deficiencies. He asked for the salary cost for a Deputy Chief, and noted that the position was approved in 2017 but had not been funded since then. Chief Ruppert also asked for an EMS Captain due to the lack of solely EMS personnel. Chief Ruppert then explained the remaining budget increases due to inflation and other operational costs.

Vice Mayor Gore acknowledged that the requested FY24 budget for Fire and Rescue was the highest she had seen so far, and thanked Chief Ruppert for bringing some of the deficiencies to the attention of City Council. Vice Mayor Gore asked what was different between EMS Captain and Deputy Chief. Chief Ruppert explained that an EMS Captain would focus more on the appropriate equipment, the right certifications, and the most up-to-date trainings for EMS versus the Deputy Chief.

Councilor Harris asked if there would be shared cost for utilizing a repaired burn building, either initially or as a service fee. Chief Ruppert mentioned Colonial Heights putting money forward for the repairs. Mayor Partin thanked Chief Ruppert and noted that he appreciated the idea of having neighboring

localities paying into the burn building in order to utilize it. Mayor Partin then excused himself, citing preparations for his sister's wedding.

Information Technology – Dr. Concetta Manker, Interim City Manager, presented the IT budget, and named some new requests from the IT department, including MUNIS annual increases, new Police camera maintenance, and an IT dedicated vehicle. She noted other IT needs such as new servers, Microsoft Office Suites, and operational fees.

Vice Mayor Gore asked why the cost of the servers is split over two years. Dr. Manker explained that servers are expensive to replace, but could be covered easily if the cost was split over that timeframe.

Police – Kim Parson, Administrative Support Manager, gave a break-down of the Police budget increase requests. Some of the requested increases included travel funds for officers to participate in trainings, technology updates, equipment upgrades, and new vehicles.

Public Works – Monique Robertson, Interim Director of Public Works, presented the budget increases for Public Works, Refuse, Cemetery, and Stormwater. Ms. Robertson noted some of the increases for Public Works including service contract fees, vehicle costs, and inflation costs. For Refuse, the absorption of the service contract and the leasing of vehicles were included in the budget increases.

Though no budget increase was requested for Stormwater, there was a personnel request for a field supervisor to take the load off of the administrative staff. Monique Robertson also noted the request for Senior Public Works Maintenance Specialist, Lead Fleet Mechanic, and Public Works Crew Leader. There was some discussion about the need for new vehicles, and the purchase options for said vehicles.

Engineering – Maurice Wilkins, Interim City Engineer, gave an overview of the needs of the Engineering Department, detailing the Emergency Vehicle Bridge Load Inspection. This item was scheduled for action on March 28th. His other increase requests were regarding city road repairs.

ADJOURN

At 9:30 PM, the meeting was automatically adjourned.

Johnny Partin, Mayor

Alyson Reyna, City Clerk Pro Tem

MINUTES OF THE SPECIAL MEETING OF CITY COUNCIL HELD APRIL 4, 2023

A special council meeting of the Hopewell City Council was convened on Tuesday, April 4, 2023, in the City Council Chambers, Municipal Building, 300 North Main Street, Hopewell, Virginia.

PRESENT: John B. Partin, Jr., Mayor, Ward 3
Jasmine E. Gore, Vice Mayor, Ward 4
Rita Joyner, Councilor, Ward 1
Michael Harris, Councilor, Ward 2
Janice B. Denton, Councilor, Ward 5
Brenda S. Pelham, Councilor, Ward 6
Dominic Holloway, Councilor, Ward 7

Dr. Concetta Manker, Interim City Manager
Danielle Smith, City Attorney
Alyson Reyna, City Clerk Pro Tem

ROLL CALL

Mayor Partin opened the meeting. Roll call was taken, as follows:

Mayor Partin	-	present
Councilor Joyner	-	present
Councilor Harris	-	present
Councilor Denton	-	present
Councilor Pelham	-	present

Quorum established.

Councilor Joyner moved to allow Councilor Pelham to participate telephonically. The motion was seconded by Councilor Harris. Mayor Partin asked Councilor Pelham to state her location and reason for electronic participation. Councilor Pelham stated she was participating from her home in Ward 6, and cited medical reasons.

Roll call: Councilor Joyner - yes
Councilor Harris - yes
Mayor Partin - yes
Councilor Denton - yes

Motion passed: 4-0

Councilor Denton moved to go into Closed Session pursuant to Va. Code Section § 2.2-3711 (A)(1) to discuss and consider interviews of prospective candidates for the City Clerk; and to the extent of such discussion will be aided thereby, (A)(4) for the protection of the privacy of individuals personal matters not related to public business. The motion was seconded by Councilor Harris.

Roll call: Councilor Joyner - yes
Councilor Harris - yes
Mayor Partin - yes

Councilor Denton - yes
Councilor Pelham - yes

Motion passed: 5-0

At 6:05 PM, Councilor Holloway joined Council Closed Session.

RECONVENE OPEN MEETING

Councilor Pelham motioned for Council to come out of Closed Session, seconded by Councilor Holloway.

Roll call: Councilor Joyner - yes
Councilor Harris - yes
Mayor Partin - yes
Councilor Denton - yes
Councilor Pelham - yes
Councilor Holloway - yes

Motion passed: 6-0

CERTIFICATION

Certification pursuant to Va. 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 Partin - yes
Councilor Joyner - yes
Councilor Harris - yes
Councilor Denton - yes
Councilor Pelham - yes
Councilor Holloway - yes

Motion passed: 6-0

ADJOURN

Councilor Denton motioned to adjourn the meeting, seconded by Councilor Joyner.

Aye – 6

No – 0

The meeting was adjourned.

Johnny Partin, Mayor

Alyson Reyna, City Clerk Pro Tem

C-4

DATE: April 05, 2023
TO: The Honorable City Council
FROM: Yaosca Smith, Director of Human Resources
SUBJECT: Personnel Change Report – March 2023

APPOINTMENTS:

NAME	DEPARTMENT	POSITION	DATE
HAWKES, KAYLA	CITY MANAGER	DIRECTOR OF COMM AND GOV RELAT	03/22/2023
OVERBY, ROBIN	PUBLIC WORKS	ADMIN SER MGR	03/22/2023

SUSPENSIONS: 1 (Other information excluded under Va. Code § 2.2-3705.1(1) as Personnel information concerning identifiable individuals)

REMOVALS:

NAME	DEPARTMENT	POSITION	DATE
BOOKER, ROBERT	SEWER OPERATIONS	WW MAINT MECH TR	03/01/2023
PARKER, ROGER	PUBLIC WORKS	PW MAINT SPEC	03/09/2023
COUSINS, BLAIR	WATER RENEWAL	SAMPLE TECH	03/19/2023
KENNEY, KENDRICK	WATER RENEWAL	LAB TECH TRAINEE	03/20/2023
JOHNSON, ANNETTE	SOCIAL SERVICES	SELF SUF SPC II	03/21/2023
HEDRICK, PERRIN	WATER RENEWAL	WW MAINT MECH I	03/21/2023
DEGROOT, JOHN	STORMWATER	STRM WTR MGT ENG	03/24/2023
DEE, KEVIN	SHERIFF	PT SHERIFF DEPUTY	03/29/2023
WRAY, THOMAS	WATER RENEWAL	PLANT MAINT SUPERINT	03/31/2023
FLINN, DOUGLAS	FINANCE	RE APPRAISER	03/31/2023
STARKE, ANTONIO	POLICE	Police Chief	03/31/2023

CC: Concetta Manker, Interim City Manager
Jay Rezin, IT
Laura Guglielmo, Sr. Executive Assistant
Kim Hunter, Payroll
Michael Terry, Finance Director
Arlethia Dearing, Customer Service Mgr.

C-5

**PUBLIC HEARING
ANNOUNCEMENT**

C-Pace Ordinance - 4/25/23

&

Nuisance Ordinance - 4/25/23

INFORMATION/ PRESENTATION

FINANCE REPORT

**City of Hopewell, VA
Finance Department**

**Financial Report
04.11.2023**

<u>Topic</u>	<u>Section</u>
• Financial and Compliance Reporting	1
• Operations and Assignments	2
• Budget FY2023-2024	3
• Internal Reporting	4

Section 1

Financial and Compliance Reporting

City and Schools Progress Fiscal Year 2019

Audit Status as of 03.31.2023:

As noted below with recovery of the Auditor's staff from COVID-19, completion of fieldwork was resumed beginning March 1. The Auditor has advised that drafting of the 2019 financial report has been initiated with a preliminary draft anticipated 04.20.2023.

Audit Status as of 02.28.2023:

The Auditor advised that five (5) audit engagement staff members assigned to the City of Hopewell to complete the Fiscal Year 2019 audit had severe COVID -19 experiences. The completion of fieldwork and audit report issuance was not able to be done by the end of February 2023.

The combination of recovery and deployment of other available audit staff, the completion of fieldwork and report issuance begun March 1st.

Note: Attachment A provides additional information

- Closing, Reporting and Audit Workflow (CRAW) Process
- LEG.APA002 Audit Delay Notification

Section 1

Financial and Compliance Reporting

(continued)

City and Schools Fiscal Year 2020

Pre-Audit Project Update as of 03.31.2023:

During the 02.09.2023 Special Meeting City Council authorized the Finance Director to identify seven (7) temporary accounting professionals that would be available to assist the City and/or Schools to prepare their financial records and documents for the Fiscal Year 2020 audit.

Three (3) pre-audit accounting professionals were identified as available and commenced working at the City by the end of the month of February 2023.

The remaining four (4) pre-audit accounting professionals are on board with one of the four being assigned to assist and support Schools.

Attachment A

City of Hopewell, Virginia
Closing, Reporting and Audit Workflow (CRAW)

Date Start	Date Due	% Completion Status	Comment(s)
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Project Planning - **Addendum**

Fiscal Year Ended June 30, 2019	02.01.22	12.31.22	95%	Overall estimated % of completion as of 03.31.23
Phase:				
Annual Comprehensive Financial Report (ACFR)				
Cash reconciliations			100%	Complete 12.31.22
Beginning general ledger balance reconciliation			100%	Complete 12.31.22
Year end closing process			100%	Complete 12.31.22
Fund Balance classifications			100%	Complete 12.31.22
Pension Plan			100%	Complete 12.31.22
Other Postemployment Benefits (OPEB)			100%	Complete 12.31.22
Government Wide Reconciliations			25%	Pending Auditor
Financial Statement Preparation			25%	Pending Auditor
Auditor of Public Accounts (APA) Report			0%	Pending Auditor
Single Audit Report			0%	Pending Auditor



City of Hopewell

300 North Main Street
Hopewell, VA 23860

City of Hopewell Annual Comprehensive Financial Reports

The City of Hopewell's remediation implementation plan to bring current Annual Comprehensive Financial Reports (ACFR) — Status Update:

- **FY 15-16 ACFR – Completed 10.24.2018**
- **FY 16-17 ACFR – Completed 06.10.2019**
- **FY 17-18 ACFR – Completed 10.22.2021**
- **FY 18-19 ACFR – Estimated completion 04.30.2023**
- **FY 19-20 ACFR – Estimated completion 08.31.2023**
- **FY 20-21 ACFR – Estimated completion 10.31.2023**
- **FY 21-22 ACFR – Estimated completion 12.31.2023**
- **FY 22-23 ACFR – Estimated completion 03.31.2024**

Delays due to:

- **Finance Department staff turnover, transition and staffing**
- **Post implementation system issues**
- **COVID 19**

Section 2

Operations and Assignments

- Accounts Payable
- Payroll
- Accounting
- Procurement
- Real Estate Assessor
- Financial Reporting and Budget

Section 2

Operations and Assignments

Accounts Payable:	Number	Amount	
Process Invoices	1541	\$	6,104,203
Created Purchase Orders by AP	37	\$	404,778
Printed Checks/Wires/EFT	719	\$	6,104,203

Payroll:	Gross Pay	Employees
02.09.2023	\$ 992,318 *	474
02.23.2023	\$ 971,600	427

Note A: City's Monthly & Quartely Payroll Reporting (Federal & State) is Current.
Note B: * 38 (\$8,750) Poll Worker's Special Election February 21st

Section 2

Operations and Assignments (Continued)

City of Hopewell, VA Operations and Assignments

Accounting:

Coordinated with Treasurer Office, Information Technology, Water Renewal and other the Departments on timely & accurate accounting and recording of transactions in Munis.

Procurement:

Automated Clearing House / Electronic Funds Transfer
(ACH/EFT) Program Update:

The total active vendors – 3927

Since 07.2022 to 03.31.2023 the Finance Department has increased the amount of ACH/EFT vendors from 55 to 332.

The vendors that are not being paid by ACH/EFT include the following:

Section 2

Operations and Assignments (Continued)

Procurement:

Automated Clearing House / Electronic Funds Transfer
(ACH/EFT) Program Update:

- Utility companies- due to sending remits for individual accounts (Dominion Electric, Verizon, Sprint, etc.)
- One Time payees- Recreation Refunds, Courts, etc.
- Insurance payments for health care, etc.
- Credit Card payments- not allowed
- Certain Bond Payments- not allowed

Real Estate Assessor:

Assessor and our external contractors completed the reassessment process (residential and industrial properties) and responding to inquiry.

Section 2

Operations and Assignments (Continued)

Financial Reporting and Budget:

- Continued assistance to Departments with FY2023 budget inquiry and assistance.
- Continued to provide technical support and guidance pertaining to the FY2024 Operating and Capital Budget process.

Section 3

Budget FY 2023-2024

Budget Development Tasks FY 2023-2024	Date Start	Date Due	% Completion Status	Comment(s)
Perform Assessment & Planning Requirements for FY 2023 - 2024 Budget Development:	11.01.22	11.30.22	100%	Task completed 11.30.22
Annual Operating Capital Project Capital Improvement Plan (CIP)				
<u>Draft Proposed City Budget Calendar for FY 2023 - 2024</u> City Manager City Attorney City Administration & Staff School Administration & Staff City Council School Board	01.06.23	01.31.23	100%	Task completed 01.31.23
<u>Communicate Draft to Stake Holders:</u>	01.31.23	02.20.23	100%	Task completed 01.31.23
<u>Finalize City Budget Calendar for FY 2023 - 2024</u>	02.21.23	02.28.23	100%	Task completed 01.31.23
<u>Implement City Budget Calendar for FY 2023 - 2024</u>	03.01.23	05.26.23	40%	Work in Process 03.31.23
<u>Prepare the approved FY24 City Budget for loading to the City's accounting administrative system (MUNIS)</u>	06.15.23	06.19.23		
<u>Review & verify the loaded approved FY24 City Budget to the City's accounting administrative system (MUNIS)</u>	06.21.23	06.23.23		
<u>Confirm & verify City departments having access to their loaded approved FY24 City Budget to the City's accounting administrative system (MUNIS)</u>	06.26.23	06.28.23		
Finance Department preparing DRAFT FY 2023-2024 Financial Plan (I.e. City budgetary document)	07.14.23	09.29.23		
New format online FY2024 Financial Plan posted to City Web Site				

Section 4

Internal Reporting

City Manager's Report on Transfers 07.01.2022 to 03.31.2023					
Activity Date	Account Description	Fund Type	From	To	Comment(s)
7/1-31/2022	Recreation Department Recreation Department	Rec Fund Rec Fund	\$ 4,000	\$ 4,000	Transfer for Pool Mgmt Co. to supplement life guard staff
8/1-31/2022	City Manager Transfers for Reporting Period-None				
9/1-30/2022	City Manager Transfers for Reporting Period-None				
10/1-31/2022	City Manager Transfers for Reporting Period-None				
11/1-30/2022	City Manager Transfers for Reporting Period-None				
12/1-31/2022	City Manager Transfers for Reporting Period-None				
01/1-31/2023	Economic Development Voter Registrar	General Fund General Fund	\$ 35,000	\$ 35,000	Transfer for Special Election (February 21, 2023)
02/1-28/2023	City Manager Transfers for Reporting Period-None				
03/1-31/2023	City Manager Transfers for Reporting Period	Rec Fund Rec Fund	\$ 4,000	\$ 4,000	

CRIME REPORT

Hopewell Police Department Crime Summary

April 11, 2023



HOPEWELL POLICE DEPARTMENT
CRIME SUMMARY

Reporting Date: March 31, 2023

Year-to-Date Comparison	Thru March 26th				5 Year Average	% Change to Average
	2022	2023	# Change	% Change		
MURDER	1	4	3	300%	1	233%
FORCIBLE RAPE	1	0	-1	-100%	1	-100%
ROBBERY	7	3	-4	-57%	5	-42%
AGGRAVATED ASSAULT	11	19	8	73%	12	58%
Violent Crime Total	20	26	6	30%	19	37%
ARSON	0	1	1	#DIV/o!	0	150%
BURGLARY	10	9	-1	-10%	18	-49%
LARCENY	68	61	-7	-10%	78	-22%
MOTOR VEHICLE THEFT	12	12	0	0%	15	-20%
Property Crime Total	90	83	-7	-8%	111	-25%
Total Major Crime	110	109	-1	-1%	130	-16%

Murder, Rape, Assault by # of Victims, All others by # of Incidents

5 Year Average to 3/31

HOPEWELL POLICE DEPARTMENT
Reporting Date: March 31, 2023

Suspected Opioid Overdoses 3/31						
	2018	2019	2020	2021	2022	2023
Fatal	1	5	3	5	3	6
Non-fatal	7	11	12	17	14	23
Grand Total	8	16	15	22	17	29
Grand Total	107					

Subject to change as
forensic results are returned

HOPEWELL POLICE DEPARTMENT

Reporting Date: March 31, 2023

Shots Fired Thru 3/31					
2018	2019	2020	2021	2022	2023
29	19	28	32	29	21

Technology Success

- 3/10/23 – Located, stopped, and arrested the driver for being in possession of the stolen vehicle. Vehicle returned to owner.
- 3/21/23 – Located, stopped and arrested the driver for motor vehicle theft. Vehicle returned to owner.
- 3/25/23 – Located and attempted to stop stolen vehicle. Drivers fled in vehicle and then on foot. 2 offenders taken into custody without further incident. One offender was in possession of a stolen firearm. Firearm seized, vehicle held for owner pickup.

Community Walk

Tuesday, April 18th – The Summit (FKA – Langston Park)

5pm-7pm – meet at the main office building

We will speak briefly and begin walk. Walk will take place within the complex and Palm St.

Citizens and Stakeholders invited to partner and walk.

**NATIONAL
CHILD ABUSE
PREVENTION
MONTH
PROCLAMATION**

Proclamation

OFFICE OF MAYOR JOHNNY PARTIN

City of Hopewell, Virginia



- Whereas,* regardless of who they are or the circumstances of their birth, every child deserves care and to be kept safe from harm; and
- Whereas,* during Child Abuse Prevention Month, Virginians are reminded of the courage it takes to raise a child and that fundamental human rights means living free from violence and abuse; and
- Whereas,* child abuse is considered to be one of our nation's most serious public health problems, with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological, and behavioral disorders; and
- Whereas,* child abuse can disrupt early brain development, and serious chronic stress can impair the development of nervous and immune systems; and
- Whereas,* keeping children safe from abuse means playing an active role in their lives, having check-ins, and teaching them the warning signs of abuse and how to protect themselves; and
- Whereas,* empowering our children and providing them with safe places to live, learn, and play is vital to keeping them safe from harm; and
- Whereas,* Hopewell remains committed to sustaining safe, nurturing, and supportive environments for families raising children; and
- Whereas,* effective child abuse prevention programs succeed because of partnerships between families, social services agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and
- Whereas,* displaying a pinwheel during the month of April will serve as a positive reminder that together we can prevent child abuse and neglect, and in doing so keep children safe;

NOW, THEREFORE, I, Johnny Partin, the Mayor of the City of Hopewell, do hereby proclaim the month of April 2023 as Child Abuse Prevention Month and I call this observance to the attention of all our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Hopewell in the Commonwealth of Virginia this 11th day of April, 2023.

Johnny Partin
Mayor of the City of Hopewell

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: Approval of substantial amendment request to reallocate \$75,000 from Maple Street and New York Avenue infrastructure projects to the purchase of new equipment for 3-1/2 Street Park.

ISSUE: Staff we be able to meet HUD’s timeliness requirement of expending 80% of funds by May 2nd if we defund the two infrastructure projects and reallocate those funds to the purchase of equipment for 3-1/2 Street Park.

RECOMMENDATION: The City Administration recommends approving the substantial amendment request and reallocating \$75,000 from the Maple Street and New York Avenue infrastructure projects to the purchase of equipment for 3-1/2 Street Park.

TIMING: City Council action requested on Tuesday, April 11, 2023 as authorized by the required advertisements that ran on March 28 and April 4, 2023.

BACKGROUND: This substantial amendment request will allow the City to (1) meet its timeliness requirement set forth by HUD, (2) improve 3-1/2 Street Park, and (3) re-fund the Maple Street and New York Avenue infrastructure projects in a future funding year.

ENCLOSED DOCUMENTS: CDBG Timeliness Calculation, presentation

STAFF: Christopher Ward, Director of Development

FOR IN MEETING USE ONLY

SUMMARY:

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

MOTION: _____

Roll Call

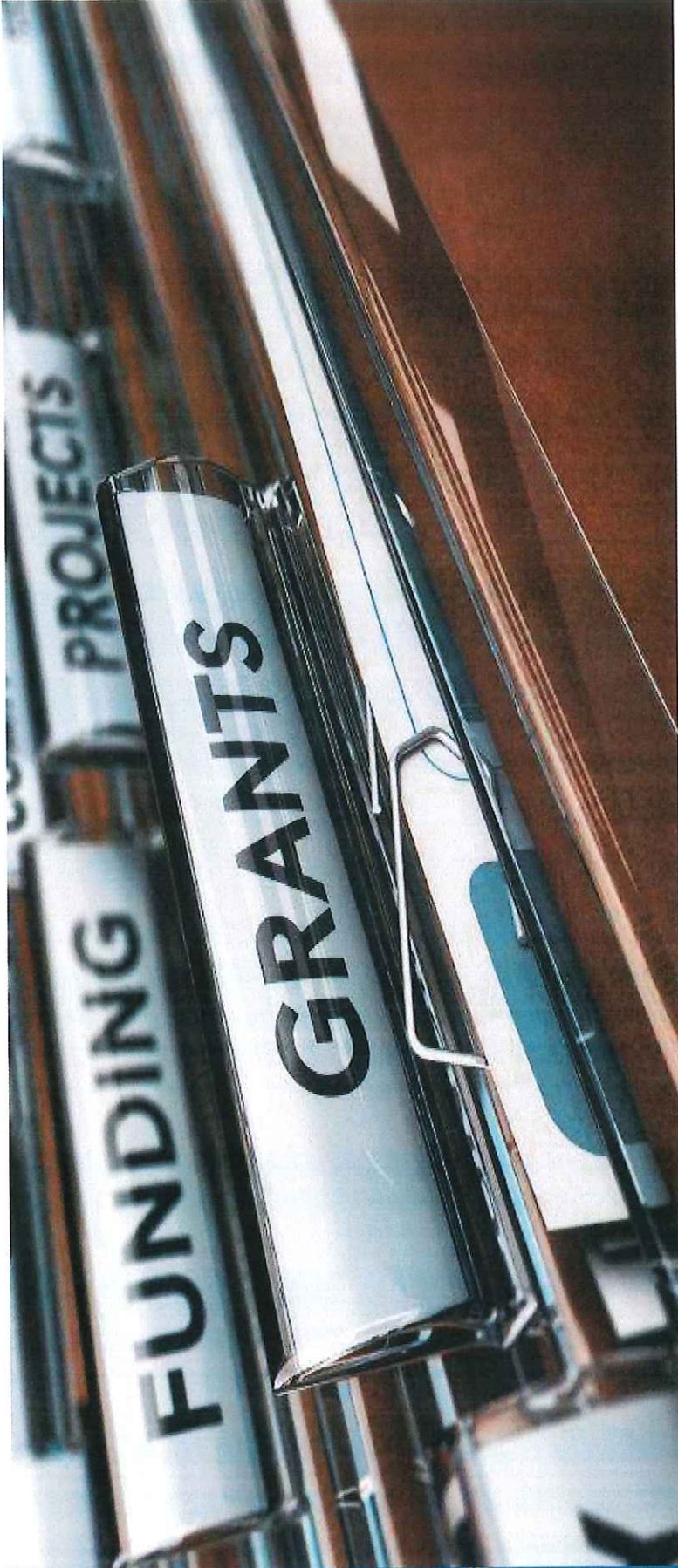
SUMMARY:

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



**COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDING-
SUBSTANTIAL AMENDMENT**

Program Year 2022-2023
PUBLIC HEARING
April 11, 2023

MISSION OF HUD & PURPOSE OF CDBG

- The City of Hopewell is a Community Development Block Grant (CDBG) Entitlement community.
- HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all.
- CDBG fund expenditures must meet at least one of three national objectives:
 - 1) Benefit to Low-to-Moderate Income persons
 - 2) Prevention or elimination of slums and blight
 - 3) Urgent Need

CONSOLIDATED PLAN

The City's 2020-2025 Consolidated Plan states the following goals.

- Rehabilitation of Housing
- Education, primarily adult and pre-school literacy
- Household Services including elderly and disabled
- Infrastructure
- Recreation
- Homelessness Prevention

TIMELINESS CONSTRAINT

HUD requires 80% of annual funding to be spent by May 2nd each year.

FY 2022 – 2023 Allocation -

\$225,305



80%

\$180,244

TIMELINESS CONSTRAINT

Reasons affecting ability to meet timeliness:

- Program year starts late; City receives contract in December.
- Short staffed over the last year.

PROPOSED ACTIONS

SHORT TERM

1. Defund two infrastructure projects (Maple St. & New York Ave.)
2. Fund equipment purchase for 3-1/2 St. Park improvement.
3. Refund two infrastructure projects in a future program year.

LONG TERM

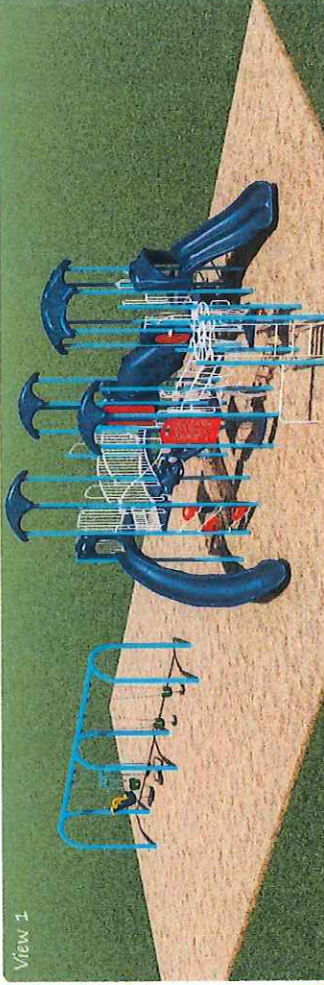
1. Submit AAP earlier in the year.
2. Change program year to match federal fiscal year.



3 1/2 Street Park
Hopewell, VA

Design • Build • PLAY

View 1



View 2



View 3



www.cunninghamrecreation.com

BOO-438.2760

PROPOSED ACTIONS

CDBG COMMITTEE

- ❖ March 9, 2023
- ❖ Councilors from Wards 1, 2, 6, & 7
- ❖ Voted 4-0 to approve the recommended action



RECOMMENDATION

For Public Hearing on April 11, 2023:

Approve FY2022-2023 CDBG budget amendment request to defund the Maple Street and New York Avenue Infrastructure projects of \$75,000 and reallocate the \$75,000 to purchase equipment for the 3-1/2 Street Park.



QUESTIONS?

TIMELINESS

CITY OF HOPEWELL CDBG PROGRAM

FY2022-2023

ALLOCATION: \$225,305.00

SUBRECIPIENT	ACTIVITY #	PROJECT ID	CONTRACT AMOUNT	TO DATE
ADMINISTRATION	387	1	\$ 45,061.00	
Subtotal			\$ 45,061.00	\$ -
Public Service				
THE JAMES HOUSE	382	7	\$ 9,000.00	\$ 9,000.00
HOPEWELL FOOD PANTRY	384	4	\$ 5,000.00	\$ 5,000.00
CCC - WORKFORCE DEV	386	5	\$ 15,796.00	\$ 15,796.00
STORY	385	6	\$ 4,000.00	\$ 4,000.00
Subtotal			\$ 33,796.00	\$ 33,796.00
Housing Rehab				
PROJECT HOMES	383	8	\$ 75,000.00	\$ 75,000.00
Subtotal			\$ 75,000.00	\$ 75,000.00
Infrastructure				
MAPLE ST		2	\$ 35,724.00	
NEW YORK AVE		3	\$ 35,724.00	
Subtotal			\$ 71,448.00	\$ -
TOTALS			\$ 225,305.00	\$ 108,796.00

TIMELINESS THRESHOLD \$182,092.00

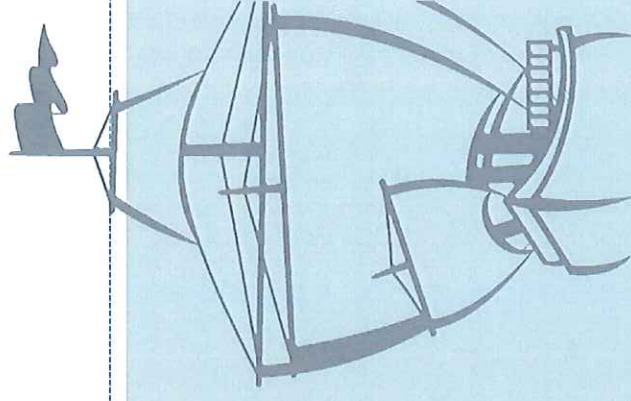
BALANCE TO SPEND **\$73,296.00**

REPORTS OF
THE CITY
MANAGER



Proposed FY 24 Operating & Capital Budget

1



Budget Overview

Hopewell, VA
City Council Meeting
April 11, 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:

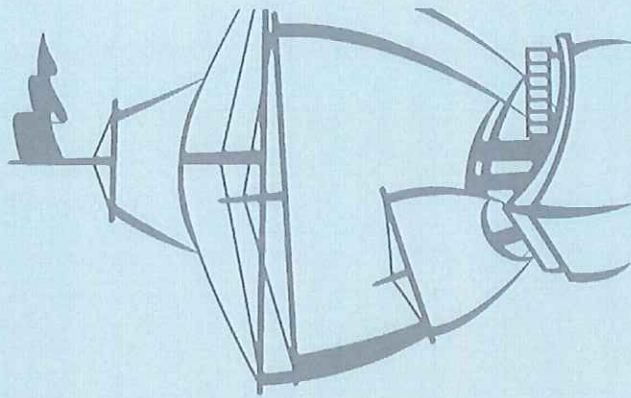
- April 18, 2023 - Revenue Work Session & Adopt Tax Rate Ordinance
- April 20, 2023 - Expenditure & CIP Work Session
- April 25, 2023 - Public Hearing & Approval on 1st Reading of City & School Budgets



Proposed FY 24 Operating & Capital Budget

11

Closing Comment & Questions



ADJOURNMENT