



**CITY COUNCIL AGENDA**  
**October 21, 2024**  
**City Hall Council Chamber**  
**CERTIFICATIONS**

Juandiego R. Wade, Mayor  
Brian R. Pinkston, Vice Mayor  
Natalie Oschrin  
Michael K. Payne  
J. Lloyd Snook, III  
Kyna Thomas, Clerk

**4:00 PM OPENING SESSION**

**Call to Order/Roll Call**

Oschrin arrived during the Reports Work session.

**Agenda Approval APPROVED 4-0 (PINKSTON/SNOOK)**

**Reports**

1. Discussion: Community Interventions

**5:30 PM CLOSED MEETING**

Vote to meet in closed meeting APPROVED 5-0 (PINKSTON/PAYNE)

Vote to certify closed meeting APPROVED 5-0 (PINKSTON/PAYNE)

**6:30 PM BUSINESS SESSION**

**Moment of Silence**

**Announcements**

**Recognitions/Proclamations**

- Proclamation: Camp Holiday Trails Day - November 2, 2024

**Community Matters**

**Consent Agenda\* APPROVED 5-0 (PINKSTON/OSCHRIN)**

2. Minutes: October 7 regular meeting
3. Resolution: Resolution to appropriate Virginia State Police HEAT FY 25 Equipment Reimbursement Funding - \$12,500 (2nd reading)  
#R-24-135
4. Resolution: Resolution for Golf Maintenance Equipment Replacement - \$350,000 (2nd reading)  
#R-24-136
5. Resolution: Resolution appropriating funds for Carlton Mobile Home Park - \$379,000 (2nd reading)  
#R-24-137
6. Ordinance: Ordinance establishing the Commercial Property Assessed Clean Energy (C-PACE) financing program (2nd reading)  
#O-24-138
7. Ordinance: Ordinance for 240 Stribling Avenue Planned Unit Development Proffer Amendment (2nd reading)  
#O-24-139
8. Resolution: UVA vehicle donation for Emergency Medical Services (EMS) Fellowship Program  
#R-24-140
9. Resolution: Resolution to Appropriate Community Development Block Grant COVID Relief Funds (CDBG-CV) from HUD, in the Amount of \$90,321.98 (1 of 2 readings)
10. Resolution: Resolution to appropriate funds from the Virginia Department of Housing and Community Development - Virginia Homeless Solutions Program Grant amendment - \$93,564 (1 of 2 readings)
11. Resolution: Resolution to appropriate funding from the Supreme Court of Virginia

Behavioral Health Docket Grant - \$115,400.58 (1 of 2 readings)

12. Ordinance: Ordinance to Amend City Code Article XIV. Tax on Probate of Will or Grant of Administration, Sections 30-396 and 30-397 to conform with Va. Code Sec. 58.1-1717.1  
#O-24-141

13. Ordinance: Ordinance to Amend City Code Sec. 30-426. "Funding of courthouse security personnel" to Comply with Virginia Code Sec. 53.1-120  
#O-24-142

### City Manager Report

- Report: City Manager Report

### Action Items

14. Public Hearing/Res.: Public Hearing and Resolution for the *2024 ReadyKids Youth Services* Proposal, a Major Amendment to the Program Year 2024-25 Annual Action Plan in the amount of \$50,000 (CDBG-CV) (1 of 2 readings)

15. Public Hearing/Res.: Public hearing and resolution to authorize a lease at 1520 E. High Street  
#R-24-143  
**APPROVED 5-0 (SNOOK/PAYNE)**

16. Ordinance: Ordinance amending City Code Section 2-453(b.3-4) for Police Civilian Oversight Board composition (2nd reading)  
**Deferred to the Nov 18th Council Meeting 5-0 (PINKSTON/PAYNE)**

17. Ordinance: Ordinance for Mas Canopy Footer Encroachment Agreement (1 of 2 readings)

### General Business

18. By Motion: Youth Council appointment  
**APPROVED 5-0 (PINKSTON/SNOOK)**

19. Written Report: Rivanna Authorities Quarterly Update

20. Discussion: City of Charlottesville Legislative Priorities for 2025

### Community Matters (2)

### Adjournment

**RESOLUTION**  
**Help Eliminate Auto Theft (HEAT) Equipment**  
**Reimbursement Program - \$12,500**

**WHEREAS**, the City of Charlottesville, through the Police Department, has received the Virginia Department of State Police, Help Eliminate Auto Theft (HEAT) Program a grant in the amount of \$12,500 to be used to send auto theft investigators and/or officers who investigate auto theft-related crimes to training for the Berla Toolkit and to pay for the Berla Toolkit FY 25 annual fees.

**WHEREAS**, the grant award covers the period of 7/1/2024 through 5/31/2025.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$12,500, received from the Virginia Department of State Police, is hereby appropriated in the following manner:

**Revenues - \$12,500**

Fund: 209    IO: 1900571    CC:3101005000    \$12,500    GL: 430110    State Grant

**Expenditures- \$12,500**

Fund: 209    IO: 1900571    CC: 3101005000    \$8,000    GL: 530210    Education/Training  
Fund: 209    IO: 1900571    CC: 3101005000    \$4,500    GL: 530260    Software Lic./Maint.

**BE IT FURTHER RESOLVED**, that this appropriation is conditioned upon the receipt of \$12,500 from the Virginia Department of State Police.

**RESOLUTION TO APPROPRIATE FUNDS FOR THE PURCHASE OF  
MAINTENANCE EQUIPMENT FOR THE MEADOWCREEK GOLF COURSE  
\$350,000**

**WHEREAS**, the Meadowcreek Golf Course is currently in need of new maintenance equipment and proposes to repay the City’s debt service fund for the principal and interest costs related to financing \$350,000 for the purchase; and

**WHEREAS**, the debt service for the equipment would be paid back over a 5-year period at borrowing rate equivalent to that of the City’s bond financing rate from revenues generated from golf course activities;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that \$350,000 is hereby appropriated in the City’s Capital Improvements Fund for the purchase of the equipment.

**Revenues**

\$350,000      Fund: 426      Internal Order: 2600048      GL Code: 499010

**Expenditures**

\$350,000      Fund: 426      Internal Order: 2600048      GL Code: 541090

**RESOLUTION TO APPROPRIATE FUNDING IN THE AMOUNT OF \$379,000 AS  
LOAN PROCEEDS FOR THE CARLTON MOBILE HOME PARK PROJECT**

**WHEREAS** the City of Charlottesville and Piedmont Housing Alliance (PHA) entered into a loan agreement on September 16, 2024, for the Carlton Mobile Home Park Project;

**AND WHEREAS** for FY 25, PHA has requested loan proceeds in an amount of \$379,000;

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$379,000 is hereby appropriated to provide funding to PHA as follows:

**Transfer From:**

\$135,000	Fund: 426	Funded Program: 1000011	G/L Account: 540100
\$244,000	Fund: 426	Internal Order: CP -080	G/L Account: 540100

**Transfer To:**

\$379,000	Fund: 426	Funded Program: 1000049	G/L Account: 540100
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**AN ORDINANCE  
ESTABLISHING A COMMERCIAL PROPERTY  
CLEAN ENERGY (C-PACE)  
FINANCING PROGRAM**

**WHEREAS**, The Commonwealth of Virginia has created a Statewide Program known as the Commercial Property Clean Energy (C-PACE) Financing Program operated by The Virginia PACE Authority, as Program Administrator on behalf of Virginia Energy; and

**WHEREAS**, Virginia Counties, Cities and Towns are allowed to opt into the Statewide C-Pace Program so that Property Owners located in that jurisdiction may participate; and

**WHEREAS**, the purpose of the Commercial Property Assessed Clean Energy (C-PACE) Financing Program, in accordance with Va. Code §15.2-958.3 (hereinafter, the “C-PACE Act”) is for local and statewide C-PACE programs to work together facilitating loans made by capital providers to property owners of eligible properties to finance eligible improvements designed to improve environmental sustainability. Subject to the limitations set forth in this ordinance, 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; and

**WHEREAS**, the required public hearings on the proposed ordinance have been conducted; and

**WHEREAS**, this City Council has reviewed the C-PACE Program Agreement, Virginia Energy Locality C-Pace Agreement, and considered staff recommendations; and

**WHEREAS**, this Council finds that the proposed ordinance will allow property owners of eligible city properties to secure loans that will finance eligible improvements connected to clean energy practices designed to improve environmental sustainability within the city.

**NOW, THEREFORE, BE IT ORDAINED**, by the City Council of Charlottesville, Virginia, that the Charlottesville City Code (1990) is hereby amended by adding a new section to be numbered Chapter 30, Article XX, and entitled, Commercial Property Clean Energy (C-PACE) Financing Program, which section shall read as follows:

**Chapter 30 TAXATION ARTICLE XX - COMMERCIAL PROPERTY ASSESSED  
CLEAN ENERGY (C-PACE) FINANCING PROGRAM**

**Sec. 30-483. - Purpose.**

The purpose of this chapter is to create a “The City of Charlottesville 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. 30-484. - 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 Charlottesville, Virginia.

(d) *Clerk's office* means the Office of the Clerk of the Circuit Court of the City of Charlottesville, Virginia.

(e) *Commonwealth* means the Commonwealth of Virginia.

(f) *Council* means the Council of the City of Charlottesville, 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. 30-486(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 § 55.1-2000. 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 or such person designated in writing by the City Manager 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 of Charlottesville.

(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. 30-485. - Effective date.**

This chapter shall become effective immediately following its adoption.

**ARTICLE II. - PROGRAM STRUCTURE**

**Sec. 30-486. - 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;
- e. Soil remediation or groundwater remediation;

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

(8) Construction, renovation, or retrofitting of a Property directly related to the accomplishment of any purpose listed in subsections (1) – (7) 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

(9) 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. 30-487. - 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. The Treasurer is also authorized to execute the C-PACE Program Agreement without further action by the City 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 483-6(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 City'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.

(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. 30-488. - 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. 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, 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. 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 City'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. 30-489. - Role of the City of Charlottesville; 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. 30-490. - Severability.**

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 – C-PACE Locality Agreement**

**AN ORDINANCE****Amending and Re-enacting the Zoning Map for the City of Charlottesville, Virginia, to amend the Proffer Statement for the Planned Unit Development referred to as 240 Stribling Avenue PUD**

**WHEREAS**, Belmont Station, LLC (“Landowner”) submitted rezoning application PL-24-0061 (“Application”) seeking to amend the approved Proffer Statement for land identified by City Real Estate Tax Parcel Identification No. 18A025000 (“Subject Property”); and

**WHEREAS**, the Landowner seeks to amend the approved Proffer Statement (approved by City Council on April 18, 2022) for the 240 Stribling Avenue Planned Unit Development (PUD); and that such amendment allows a portion of the required affordable dwelling units for the PUD be built within the Flint Hill PUD (project number P20-0107) development, which is currently under construction; and said proposed amendment would also lower the required affordability to 50% Area Medium Income, (AMI) from the current 60% AMI for a minimum of two (2) of the required affordable dwelling units; and upon approval of said amendment, up to eight (8) of the required twenty-six (26) affordable dwelling units at 240 Stribling Avenue could be built within the Flint Hill PUD development, while the remaining eighteen (18) required affordable units would still be built within the PUD, with at least 10.5% of the new units at the PUD designated as affordable dwelling units; and

**WHEREAS**, a public hearing on the Proposed Rezoning was conducted by the Planning Commission on September 10, 2024, following notice to the public and to adjacent property owners as required by Virginia Code §15.2-2204 and City Code §34-44, and following the public hearing, the Planning Commission voted to recommend that City Council should approve the Proposed Rezoning; and

**WHEREAS**, a public hearing on the Proposed Rezoning was conducted by City Council on October 7, 2024, following notice to the public and to adjacent property owners as required by Virginia Code §15.2-2204 and City Code §34-44, and following the public hearing;

**WHEREAS**, this City Council has considered the matters addressed within the Landowner’s application (PL-24-0061), the NDS Staff Report, public comments, the Planning Commission’s recommendation, and the Comprehensive Plan; and

**WHEREAS**, this Council finds and determines that the public necessity, convenience, general welfare and good zoning practice require the Proposed Rezoning; that both the existing zoning classification and the proposed zoning classification are reasonable; and that the Proposed Rezoning is consistent with the Comprehensive Plan; now, therefore,

**BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that the Zoning District Map Incorporated in Section 34-1 of the Zoning Ordinance of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

*Section 34-1. Zoning District Map.* Rezoning the property designated on City Tax Map and Parcel (TMP) 18A025000 (“Subject Property”), with the following amended Proffers:

1. The Owner shall establish affordable housing within the Subject Property, as follows:

a. For the purposes of this Proffer:

i. The term “Affordable Dwelling Unit” means a dwelling unit reserved for occupancy by a “Very Low-Income Household” or a “Low-and Moderate-Income Household.”

ii. “Low-and Moderate-Income Household” means a household that pays no more than thirty percent (30%) of its gross income for housing costs, including utilities, provided that the annual gross income of the household/occupant is sixty percent (60%) or less than of the Area Median Income (AMI) for the City of Charlottesville, as said AMI is established annually by the federal Department of Housing and Urban Development (HUD).

iii. “Very Low-Income Household” means a household that pays no more than thirty percent (30%) of its gross income for housing costs, including utilities, provided that the annual gross income of the household/occupant is fifty percent (50%) or less than of the Area Median Income (AMI) for the City of Charlottesville, as said AMI is established annually by the federal Department of Housing and Urban Development (HUD).

b. Fifteen percent (15%) of all dwelling units constructed within the area of the Subject Property shall be Affordable Dwelling Units (“Required Affordable Dwelling Units”). The Required Affordable Dwelling Units shall be identified on a layout plan, by unit, prior to the issuance of any certificate of occupancy for a residential unit within the PUD (“Initial Designation”). The Owner reserves the right, from time to time after the Initial Designation, and subject to approval by the City, to change the unit(s) reserved as Affordable Dwelling Units, and the City’s approval shall not unreasonably be withheld so long as a proposed change does not reduce the number of Required Affordable Dwelling Units and does not result in an Affordability Period shorter than required by these proffers with respect to any of the Required Affordable Dwelling Units.

i. Thirty percent (30%) or more of the Required Affordable Dwelling Units shall be reserved for rental to Low-and Moderate-Income Households (“Rental Affordable Dwelling Units”). Each of the Rental Affordable Dwelling Units shall be reserved as such throughout a period of at least ten (10) years from the date on which the unit receives a certificate of occupancy from the City’s building official (“Rental Affordability Period”). All Rental Affordable Dwelling Units shall be administered in accordance with City regulations adopted pursuant to the provisions of City Code 34-12(g) as such regulations are in effect on March 29, 2022. For the purposes of this section and section 1.b. ii. below, if City regulations adopted pursuant to the provisions of City Code 34-12(g) are amended by the City after March 29, 2022, the Owner may elect in writing to the Zoning Administrator to instead be bound by the amended regulations.

ii. Thirty percent (30%) or more of the Required Affordable Dwelling Units shall be reserved for ownership (“For-Sale Affordable Dwelling Units”), and shall be provided via one or both of the following methods:

1. Onsite Units: For-Sale Affordable Dwelling Units built onsite in the 240 Stribling PUD shall be reserved for ownership by **Low-and Moderate-Income** Households throughout a period of thirty (30) years from the date on which the unit receives a certificate of occupancy from the City’s building

*official. The Onsite For-Sale Affordable Units shall be administered in accordance with City regulations adopted pursuant to the provisions of City Code 34-12(g), as such regulations are in effect on March 29, 2022. During construction the For-Sale Affordable Dwelling Units shall be constructed incrementally, such that at least 5 Affordable Dwelling Units shall be either completed or under construction pursuant to a City-issued building permit, prior to the issuance of every 30th Building Permit for non-affordable for-sale dwelling units.*

2. *Offsite Units: For-Sale Affordable Dwelling Units built in the Flint Hill PUD, **above and beyond** the number of Affordable Dwelling Units already required by the Statement of Final Proffer Conditions for the Flint Hill PUD. At least 25% of the Offsite Units shall be reserved for ownership by **Very Low-Income** Households, with the remainder being reserved for Low-and-Moderate Income Households. Offsite Units shall be reserved as For-Sale Affordable Dwelling Units throughout a period of thirty (30) years from the date on which the unit receives a certificate of occupancy from the City's building official. Offsite Units shall be governed by the Final Proffer Conditions for the Flint Hill PUD, except that the required affordability shall be deeper (maximum of 50% AMI) for at least 25% of the Offsite Units.*
  - iii. *On or before July 1 of each calendar year the then current owner of each Required Affordable Dwelling Unit shall submit an Annual Report to the City, identifying each Required Affordable Dwelling Unit by address and location, and verifying the Household Income of the occupant of each Required Affordable Dwelling Unit.*
- c. *The land use obligations referenced in 1.b.i, 1.b.ii, and 1.b.iii shall be set forth within one or more written declarations of covenants recorded within the land records of the Charlottesville Circuit Court, in a form approved by the Office of the City Attorney, so that the Owner's successors in right, title and interest to the Subject Property shall have notice of and be bound by the obligations. In the event of re-sale of any of the Required Affordable Dwelling Units that reduces the number of Required Affordable Dwelling Units below the thresholds set forth in this proffer, the declaration of covenants shall provide a mechanism to ensure that an equivalent Affordable Dwelling Unit is created within the City of Charlottesville, either on or off of the Subject Property, that satisfies the requirements contained herein for the remainder of the Affordability Period.*

and the City's Zoning Administrator shall update the Zoning District Map to reflect this reclassification of the Subject Property.

**RESOLUTION**  
**Donation of Car from University of Virginia Emergency Medical Services (EMS)**  
**Fellowship Program**  
**\$50,000**

**WHEREAS**, the City of Charlottesville and the University of Virginia have partnered to develop the Emergency Medical Services (“EMS”) Fellowship Program, beginning in 2018; and such program provides the participant(s) with diverse exposure to EMS activities through the Charlottesville Fire Department (“CFD”); and

**WHEREAS**, the demands of participating in the EMS Fellowship Program requires participants to respond to medical and traumatic incidents; and

**WHEREAS**, the CFD has maintained a vehicle from its fleet for use by participants enrolled in the EMS Fellowship program for the past five years; and has reached an agreement with the Director of the EMS Fellowship Program by which the Fellowship Program will donate a new vehicle to be used as part of the program’s mission and working partnership, or will reimburse the City by making a donation to the City of \$50,000, or an amount equal to the purchase cost of the new vehicle, whichever is less; and the parties have signed an MOU to memorialize this agreement;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Charlottesville that the Memorandum of Understanding between CFD and the University of Virginia is approved and the CFD is authorized to either purchase a new vehicle for use by the EMS Fellowship Program and accept reimbursement from the University or to accept the donation of a new vehicle from the University.

**Revenues**

\$50,000      Fund: 106      Cost Center: 3201001001      GL Code: 432155

**Expenditure**

\$50,000      Fund: 106      Cost Center: 3201001001      GL Code: 541040

**AN ORDINANCE TO AMEND THE CHARLOTTESVILLE CITY CODE  
ARTICLE XIV. TAX ON PROBATE OF WILL OR GRANT OF ADMINISTRATION  
SECTIONS 30-396 and 30-397  
TO COMPLY WITH VIRGINIA CODE SEC. 58.1-1718**

**WHEREAS**, the General Assembly amended the Code of Virginia Secs, 58.1-1717.1 and 58.1-1718 to allow localities to charge a \$25 fee upon the recordation of a list of heirs pursuant to Va. Code Sec. 64.2-509 or upon the recordation of an affidavit filed pursuant to Va. Code Sec. 64.2-510, unless a will has been probated for the decedent or there has been a grant of administration on the decedent's estate; and

**WHEREAS**, amending the City Code to allow the Circuit Court Clerk to collect this fee will provide additional revenue to the City; and

**WHEREAS**, the required public hearings on the proposed amendment have been conducted; and

**WHEREAS**, this City Council has considered staff recommendations;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that Chapter 30, Sections 396 and 397, respectively, of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

**Sec. 30-396. - Levied.**

There is hereby imposed and levied by the city a tax equal to one-third of the amount of the state tax collectible for the state on the probate of a will or the grant of administration. Unless a will has been probated or an administration granted on the decedent's estate, a \$25 fee shall be charged for the recordation of a list of heirs pursuant to § 64.2-509 or an affidavit pursuant to § 64.2-510, as provided in § 58.1-1717.1 and § 58.1-1718.

(Code 1976, § 10-45)

**Sec. 30-397. - Collection.**

The clerk of the circuit court for the city shall collect the tax and fee imposed by this article and pay the same to the city treasurer.

(Code 1976, § 10-45)

**AN ORDINANCE TO AMEND  
THE CHARLOTTESVILLE CITY CODE  
SECTIONS 30-426  
TO COMPLY WITH VIRGINIA CODE SECS. 53.1-120 and 17.1-275.5**

**WHEREAS**, the General Assembly amended the Code of Virginia Sec. 53.1-120 to allow localities to charge a \$20 fee upon the conviction of criminal or traffic cases; and that revenue produced from this fee is used to provide court security personnel, or upon request of the Sheriff, equipment or other personal property used in connection with courthouse security; and

**WHEREAS**, amending the City Code to allow the Circuit Court Clerk to collect this fee will provide additional revenue to the City; and

**WHEREAS**, the required public hearings on the proposed amendment have been conducted; and

**WHEREAS**, this City Council has considered staff recommendations;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that Chapter 30, Section 426, of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

**Sec. 30-426. - Funding of courthouse security personnel.**

There is hereby assessed a fee of ~~ten dollars (\$10.00)~~ twenty dollars (\$20.00) as part of the costs in each criminal or traffic case in which the defendant is convicted of a violation of any statute or ordinance; provided such actions are filed in the General District Court for the City of Charlottesville or in the Circuit Court for the City of Charlottesville. The costs so assessed shall be used for the funding of courthouse security personnel. The fees shall be collected by the clerks of the respective courts involved and remitted to the city treasurer, who shall hold the fees in a designated account subject to disbursements by the governing body for the purposes stated above.

**RESOLUTION APPROVING A LEASE OF PROPERTY AT  
1520 EAST HIGH STREET TO THE RIVANNA RIVER COMPANY, LLC**

**WHEREAS**, in 2023 the City acquired 23.8 acres of land near and along the Rivanna River commonly referred to as 0 East High Street; and that these properties have remained largely vacant and undeveloped, with the exception of a single-family residence on Caroline Avenue and a business operating as the Rivanna River Company, LLC, located at 1520 East High Street; and

**WHEREAS**, the leases on both properties remain in effect and were transferred with the purchase of the property by the City; and

**WHEREAS**, the Rivanna River Company, LLC desires to lease certain City-owned property for a term of five (5) years, and City Council has considered the terms of the proposed lease, and has conducted a public hearing in accordance with the requirements of Virginia Code Sec. 15.2-1800(B);

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the lease of City-owned property located at 1520 E. High Street, Charlottesville, Virginia, to the Rivanna River Company, LLC, presented to Council this same date for consideration, is hereby APPROVED and the City Manager is hereby authorized to execute the approved lease on behalf of City Council.