



**CITY COUNCIL AGENDA**  
**April 15, 2013**

6:00 p.m. – 7:00 p.m.

**Closed session as provided by Section 2.2-3712 of the Virginia Code  
(Second Floor Conference Room)**

**TYPE OF ITEM**

**SUBJECT**

**CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
ROLL CALL**

**AWARDS/RECOGNITIONS  
ANNOUNCEMENTS**

Arbor Day; Boy Scouts; Military Child Month; Fair Housing Month;  
US Veg Week; World T'ai Chi & Qigong Day

**MATTERS BY THE PUBLIC**

Public comment will be permitted for the first 12 speakers to sign up in advance of the meeting (limit of 3 minutes per speaker) and at the end of the meeting on any item, provided that a public hearing is not planned or has not previously been held on the matter.

**COUNCIL RESPONSES TO MATTERS BY THE PUBLIC**

**1. CONSENT AGENDA\***

(Items removed from the consent agenda will be considered at the end of the regular agenda.)

- a. Minutes for March 18
- b. APPROPRIATION: Approval and Appropriation of CDBG & HOME funds for FY 2013-2014 (2<sup>nd</sup> of 2 readings)
- c. APPROPRIATION: Insurance Settlement for Damaged Police Car - \$20,506 (2<sup>nd</sup> of 2 readings)
- d. APPROPRIATION: Juvenile & Domestic Relations Phone System Upgrade - \$39,954.16 (1<sup>st</sup> of 2 readings)
- e. RESOLUTION: City Manager's Contract (1<sup>st</sup> of 1 reading)
- f. RESOLUTION: Charlottesville Area Transit Proposal to Submit Grant Application - FY 2014 Virginia Department of Rail and Public Transportation Funding (1<sup>st</sup> of 1 reading)
- g. RESOLUTION: Resolution to Designate John Jones as Authorized Official Signatory (1<sup>st</sup> of 1 reading)
- h. ORDINANCE: Johnson Village PUD Amendment (2<sup>nd</sup> of 2 readings)
- i. ORDINANCE: Elliot Avenue PUD (2<sup>nd</sup> of 2 readings)
- j. ORDINANCE: Vending from Vehicles Chapter 28 (1<sup>st</sup> of 2 readings)
- k. ORDINANCE: Mobile Food Units Chapter 34 (1<sup>st</sup> of 2 readings)

**2. PUBLIC HEARING /  
ORDINANCE\***

Human Rights Commission (2<sup>nd</sup> of 2 readings)

**3. RESOLUTION\***

\$16 Million Bond Issue (maximum amount) – New Debt; \$25 Million Refunding Bond Issue (maximum amount) (1<sup>st</sup> of 1 reading)

**4. REPORT**

Mobilizing for Action through Planning and Partnerships (MAPP) Report

**5. RESOLUTION\***

Stonehenge PUD Critical Slope Waiver Request (1<sup>st</sup> of 1 reading)

**6. ORDINANCE\***

Stonehenge PUD (1<sup>st</sup> of 2 readings)

**7. ORDINANCE\***

Speed Limit Reduction (1<sup>st</sup> of 2 readings)

**8. RESOLUTION\***

Proposed Loan to the Lewis & Clark Exploratory Center of Virginia, Inc. - \$130,000 (1<sup>st</sup> of 1 reading)

**OTHER BUSINESS  
MATTERS BY THE PUBLIC**

\*ACTION NEEDED

**2013-2014 CDBG BUDGET ALLOCATIONS**  
**RECOMMENDED BY CDBG TASK FORCE: 02/06/2013**  
**RECOMMENDED BY PLANNING COMMISSION: 03/12/2013**  
**RECOMMENDED BY CITY COUNCIL:**

<b>I.</b>	<b>HOUSING IN ALL CDBG ELIGIBLE NEIGHBORHOODS</b>		
	A. AHIP- Small Homeowner Rehabs	\$58,700	
	B. Building Goodness- Build Day	\$14,500	
	<b>HOUSING PROGRAMS TOTAL:</b>	<b>\$73,200</b>	
<b>II.</b>	<b>PRIORITY NEIGHBORHOOD</b>		
	A. Fifeville- Cherry Ave. Corridor Improvements	<b>\$200,000</b>	
<b>III.</b>	<b>ECONOMIC DEVELOPMENT</b>		
	A. Better Business Challenge	\$20,000	
	B. Community Investment Collaborative	\$60,000	
	C. Seedplanters	\$25,000	
	D. Office of Economic Development Small Business Development	\$25,000	
	E. Childcare Center Business Development	\$20,000	
	F. Phase II funding or future project to be identified	\$50,000	
	<b>ECONOMIC DEVELOPMENT TOTAL:</b>	<b>\$200,000*</b>	
<b>IV.</b>	<b>SOCIAL PROGRAMS</b>		
	A. CALM - IDA Match	\$ 8,450	
	B. Common Ground Healing Arts	\$ 3,900	
	C. Community Attention- Youth Internships	\$ 5,000	
	D. C4K- Teen Camps and Workshops	\$18,750	
	E. OAR- Reentry Program	\$10,000	
	F. DSS- VIEW Career Training	\$12,400	
	<b>SOCIAL PROGRAMS TOTAL:</b>	<b>\$58,500</b>	(15% EN)
<b>V.</b>	<b>ADMINISTRATION AND PLANNING:</b>		
	A. Admin and Planning	<b>\$78,029.43</b>	(20% EN)
	<b>GRAND TOTAL:</b>	<b>\$609,729.43</b>	
	<b>NEW ENTITLEMENT AMOUNT:</b>	<b>\$390,441</b>	
	<b>EN AVAILABLE AFTER PI APPLIED:</b>	<b>\$209,705.71</b>	
	<b>REPROGRAMMING:</b>	<b>\$9,582.72</b>	

\* Funding includes program income/reprogrammed funds

**2012-2013 HOME BUDGET ALLOCATIONS**

A.	A Habitat, Belmont Cottages	\$48,400
B.	PHA, Down Payment 60-80% AMI	\$19,400
C.	AHIP, Small Homeowner Rehabs	\$14,700
D.	Administration and Planning – funds from the Planning District	\$ 3,082
	<b>TOTAL:</b>	<b>\$85,582</b>
	<b>ENTITLEMENT AMOUNT:</b>	<b>\$69,082</b>
	<b>PROGRAM INCOME:</b>	<b>\$0</b>
	<b>LOCAL MATCH:</b>	<b>\$16,500*</b>

\* HOME Admin and Planning Funds not matched locally

**A RESOLUTION  
 APPROPRIATING FUNDS FOR  
 THE CITY OF CHARLOTTESVILLE'S 2013-2014  
 COMMUNITY DEVELOPMENT BLOCK GRANT - \$390,441**

WHEREAS, the City of Charlottesville has been advised of the approval by the U.S. Department of Housing and Urban Development of a Community Development Block Grant (CDBG) for the 2013-2014 fiscal year in the total amount of \$609,729.43 that includes the estimated new entitlement from HUD of \$390,441, previous entitlement made available through program income of \$209,705.71, and reprogramming of \$9,582.72.

WHEREAS, City Council has received recommendations for the expenditure of funds from the CDBG Task Force and the City Planning Commission; and has conducted a public hearing thereon as provided by law; now, therefore

BE IT RESOLVED by the City Council of Charlottesville, Virginia, that the sums hereinafter set forth are hereby appropriated from funds received from the aforesaid grant to the following individual expenditure accounts in the Community Development Block Grant Fund for the respective purposes set forth; provided, however, that the City Manager is hereby authorized to transfer funds between and among such individual accounts as circumstances may require, to the extent permitted by applicable federal grant regulations.

<b>PURPOSE</b>	<b>AMOUNT</b>
<b>HOUSING</b>	
AHIP- Small Homeowner Rehabs	\$58,700
Building Goodness- Build Day	\$14,500
<b>PRIORITY NEIGHBORHOOD</b>	
Fifeville- Cherry Ave. Corridor Improvements	\$200,000
<b>ECONOMIC DEVELOPMENT</b>	
Better Business Challenge	\$20,000
Community Investment Collaborative	\$60,000
Seedplanters	\$25,000
Office of Economic Development Small Business Development	\$25,000
Childcare Center Business Development	\$20,000
Phase II funding or future project to be identified	\$50,000
<b>SOCIAL PROGRAMS</b>	
CALM - IDA Match	\$ 8,450
Common Ground Healing Arts	\$ 3,900
Community Attention- Youth Internships	\$ 5,000
C4K- Teen Camps and Workshops	\$18,750
OAR- Reentry Program	\$10,000
DSS- VIEW Career Training	\$12,400
<b>ADMINISTRATION AND PLANNING:</b>	
Admin and Planning	\$78,029.43
<b>TOTAL</b>	<b>\$609,729.43</b>

The amounts so appropriated as grants to other public agencies and private non-profit, charitable organizations (sub-recipients) are for the sole purpose stated. The City Manager is authorized to enter into agreements with those agencies and organizations as he may deem advisable to ensure that the grants are expended for the intended purposes, and in accordance with applicable federal and state laws and regulations; and

The City Manager, the Directors of Finance or Neighborhood Development Services, and staff are authorized to establish administrative procedures and provide for mutual assistance in the execution of the programs.

**A RESOLUTION  
 APPROPRIATING FUNDS FOR  
 THE CITY OF CHARLOTTESVILLE'S 2013-2014  
 HOME FUNDS – \$69,082**

**WHEREAS**, the City of Charlottesville has been advised of the approval by the U.S. Department of Housing and Urban Development of HOME Investment Partnership (HOME) funding for the 2013-2014 fiscal year;

**WHEREAS**, the region is receiving an estimated award of \$528,533 for year twenty or fiscal year 13-14 in HOME funding of which the City will receive an estimated \$69,082 to be expended on affordable housing initiatives such as homeowner rehab and downpayment assistance.

**WHEREAS**, it is a requirement of this grant that projects funded with HOME initiatives money be matched with local funding in varying degrees;

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the local match for the above listed programs will be covered by the Charlottesville Housing Fund account CP-0084 in SAP system) in the estimated amount of \$16,500; the resolution for this appropriation will come forward after July 1, 2013. Program income from previous FYs amounts to \$0 available for FY 13-14. The total of the HUD money, program income, and the local match, \$85,582, will be distributed as shown below. Administrative funds for the year total \$3,082, which do not require a City match.

<b>HOME Program Funds (Fiscal Year 11-12)</b>	<b>HOME FUNDING</b>	<b>% MATCH REQUIRED</b>	<b>LOCAL MATCH</b>	<b>TOTAL</b>
Habitat, Belmont Cottages DP	\$38,720	25%	\$9,680	\$48,400
PHA, DP for 60-80% AMI	\$15,520	25%	\$3,880	\$19,400
AHIP, Small Rehabs	\$11,760	25%	\$2,940	\$14,700
Administration & Planning	\$ 3,082			\$ 3,082
	\$69,082		\$16,500	\$85,582

\* includes Program Income which does not require local match.

**APPROPRIATION**  
**AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT ACCOUNT**  
**Reprogramming of Funds for FY 13-14**

**WHEREAS**, Council has previously approved the appropriation of certain sums of federal grant receipts to specific accounts in the Community Development Block Grant (CDBG) funds; and

**WHEREAS**, it now appears that these funds have not been spent and need to be reprogrammed, and therefore,

**BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that appropriations made to the following expenditure accounts in the CDBG fund are hereby reduced or increased by the respective amounts shown, and the balance accumulated in the Fund as a result of these adjustments is hereby reappropriated to the respective accounts shown as follows:

<b>Program Year</b>	<b>Account Code</b>	<b>Purpose</b>	<b>Proposed Revised Reduction</b>	<b>Proposed Revised Addition</b>	<b>Proposed Revised Appropriation</b>
09-10	P-00001-04-64	JABA Handicap Access	\$5,487.12		\$0
10-11	P-00001-02-44	CALM- IDA Match	\$4,089.29		\$0
11-12	P-00001-02-52	C4K- Teen Tech	\$6.31		\$0
13-14	P-00001-04-01	Applied to new programs		\$9,582.72	\$9,582.72
		<b>TOTALS:</b>	<b>\$9,582.72</b>	<b>\$9,582.72</b>	<b>\$9,582.72</b>

**APPROPRIATION**

**Insurance Settlement for Damaged Police Car  
\$20,506**

**WHEREAS**, the City of Charlottesville, through the Police Department, has received Insurance Settlements in the amount of \$20,506 to the vehicle replacement fund for expenses associated with replacing a marked Police car.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville is hereby appropriated in the following manner:

**Revenue**

\$20,506      Fund: 106      Cost Center: 3101001001      G/L Account: 451110

**Expenditures**

\$20,506      Fund: 106      Cost Center: 3101001001      G/L Account: 541040

## **RESOLUTION**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that the Mayor is hereby authorized to sign the following document, in form approved by the City Attorney or his designee.

Amended Employment Agreement between the City of  
Charlottesville and Maurice T. Jones.



**CITY MANAGER'S  
EMPLOYMENT AGREEMENT**  
(beginning December 7, 2010)

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of December, 2010, by and between the Council of the City of Charlottesville, Virginia, a municipal corporation, hereinafter called City Council, as party of the first part, and Maurice T. Jones, hereinafter called Manager, as party of the second part, both of whom understand as follows:

**WITNESSETH:**

**WHEREAS**, the City Council desires to employ the services of Maurice T. Jones as its City Manager as provided by the City Charter and Code; and

**WHEREAS**, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of said employee; and

**WHEREAS**, it is the desire of the City Council (1) to retain the services of Maurice T. Jones as City Manager (hereinafter referred to as 'Manager' and to provide inducement for him to remain in the City's employment, (2) to make possible full work productivity by assuring the Manager's morale and peace of mind with respect to future security, and (3) to provide a just means for terminating the Manager's employment when City Council may desire to do so; and

**WHEREAS**, Maurice T. Jones desires to accept employment as City Manager of Charlottesville;

**NOW, THEREFORE**, in consideration of the mutual covenants described below, the parties agree as follows:

**SECTION 1. EMPLOYMENT**

City Council hereby agrees to employ Maurice T. Jones as City Manager pursuant to the terms and conditions set forth herein to perform the functions and duties specified in the City Charter and Code of the City of Charlottesville, Virginia and to perform other legally permissible and proper duties and functions that the Council shall assign from time to time.

## **SECTION 2. INITIAL TERM AND RENEWALS**

A. The term of this agreement shall be from December 7, 2010 to December 6, ~~2013~~ 2015 unless sooner terminated by either party in accord with provisions of this agreement.

B. This agreement may be renewed for an additional 5 year term beginning December 7, ~~2013~~ 2015 by mutual written agreement of the parties. In the event that Council decides not to renew, the agreement shall expire as of December 7, ~~2013~~ 2015 and the City shall be obligated for payments to the Manager as set forth in Section 7 (A) below.

## **SECTION 3. TERMINATION BY MANAGER**

This agreement may be terminated by the Manager during its term or any renewal thereof by giving the City Council ninety (90) days written notice. In that event, the Manager's annual salary and other benefits shall be pro-rated as of the termination date, he shall be paid for his accrued annual leave, and the City shall have no further obligations under this agreement.

## **SECTION 4. TERMINATION BY CITY COUNCIL**

A. Nothing contained in this agreement shall impair the right of the City Council to terminate the employment of the Manager pursuant to section 7 (B), below, at Council's sole discretion, without any formal investigation or hearing and without stating charges or complaints against the Manager, provided that in the event of such termination by City Council, the City shall be liable to the Manager for the payment on termination described in Section 7(B) below.

B. City Council may terminate or decline to renew the Manager's employment without incurring liability for the payments described in Section 7 below at any time after the Manager has been convicted of any criminal offense other than misdemeanor traffic offenses. In the event the Manager is charged with such a criminal offense during the term of this agreement, the Council may, in its sole discretion, suspend the Manager, with or without pay, pending final resolution of such criminal charge.

## **SECTION 5. TERMINATION ON DISABILITY OR DEATH**

A. If the Manager becomes permanently disabled, or if he is unable to perform his duties because of sickness, accident, injury or mental incapacity for a period of four successive weeks beyond the expiration of any accrued sick leave, City Council may

terminate this agreement, without incurring the termination pay obligation described in Section 7; and

B. If the agreement is terminated by the death of the Manager, the City shall not incur any additional pay obligations, but shall remain obligated for the payment of any insurance, pension or other benefits payable to the Manager's heirs, assigns or estate.

## **SECTION 6. SALARY**

A. Effective November 7, 2011, the Council agrees to pay the Manager for his services rendered pursuant to this agreement a base salary at the rate of \$173,400.00 per year, payable on the same schedule as other salaried employees of the City are paid.

B. City Council shall notify the Manager on or before November 7, 2011, and on or before each November 7 thereafter of the adjusted annual base salary it will pay the Manager during the ensuing 12 months of the agreement, which shall be no less than the salary set forth in Section 6 (A), unless the parties agree otherwise.

## **SECTION 7. PAYMENTS ON NON-RENEWAL AND TERMINATION**

A. *Non-renewal.* If the Manager desires his employment to extend beyond the end of the term established herein (December 7, 2013), he shall give a written request for renewal of his contract to City Council no later than September 7, 2013. In the event City Council shall elect not to renew this agreement, as may be requested by the Manager, it shall so advise the Manager in writing no later than September 7, 2013. In the event of such non-renewal, the Manager and City Council agree that the Manager shall continue to be employed as City Manager through December 7, 2013, unless the parties mutually agree otherwise or unless employment is terminated pursuant to Section 7 (B). At the conclusion of the Manager's employment on December 7, 2013, the Council shall continue Manager's salary as in effect as of the date of termination for each of the next six (6) months. The Manager may, at his sole discretion, elect to accept this severance as a one-time lump sum payment or as periodic payments for a period of his choosing. The Manager shall also be entitled to payment for any accrued annual vacation leave-

B. *Early Termination.* The City Council may terminate this agreement and the employment of the Manager without cause at any time during the contract term, upon written notice of the termination given to the Manager at least sixty (60) days prior to the effective date of the termination. In the event of such termination without cause, the City Council agrees that the City will pay to the Manager his salary in effect as of the date of termination for a period of twelve (12) months following the date of termination. The Manager may, in his sole discretion, elect to accept this severance as a one-time lump

sum payment or as periodic payments for a period of his choosing. The Manager shall also be entitled to payment for any accrued annual vacation leave.

C. *Other*. The non-renewal or termination payments provided for in this section shall not be considered as part of the Manager's base pay in computing the City's contribution to the Manager's retirement plan pursuant to Section 13 of this contract.

## **SECTION 8. PERFORMANCE EVALUATION**

A. The City Council shall review and evaluate the performance of the Manager by October 1 of each year, beginning October 1, 2011. The review and evaluation shall be in accordance with specific written criteria to be developed jointly by the City Council and the Manager.

B. Annually, during the term of this agreement and any renewals thereof, the City Council and Manager shall define goals and performance objectives for the proper operation of the City and the fulfillment of the Council's policies. They shall further establish priorities among those goals and objectives, which shall be agreed upon in writing by October 1 of each year of this agreement.

C. City Council may, in its discretion, award the Manager a performance based salary increase, in an amount designated by the City Council for significant progress towards accomplishment of the goals and performance objectives for the operation of the City and the fulfillment of the Council's policies.

D. As part of the goals and performance objectives defined pursuant to paragraph (B) of this Section, the Manager and City Council shall identify, in writing, certain stretch objectives, or ambitious and challenging goals which will be difficult for the Manager to achieve but which will have a significant and lasting positive effect on the City if accomplished. The Manager shall include these agreed-upon stretch objectives in his annual work plan and, during each subsequent performance evaluation, provide City Council with a written report on the status of his work towards those objectives. City Council may, in its discretion, award the Manager a one-time salary supplement in an amount up to 10% of his annual base salary for accomplishment, or for significant progress towards accomplishment, of any agreed-upon stretch objective.

## **SECTION 9. HOURS OF WORK AND LIMITATIONS ON OTHER EMPLOYMENT**

It is recognized that the Manager must devote a great deal of time outside the normal office hours of the City, and to that end the Manager will be allowed periodically

to take time off during normal office hours. The Manager may hold employment or operate business during non-duty hours, provided the employment or business does not cause a conflict of interest, does not reflect unfavorably upon the City service, does not impair the employee's ability to perform City duties, and is not performed in City facilities or with City supplies and equipment. The Manager shall inform City Council, by written notice to the Mayor, of any such outside employment at least thirty (30) days prior to the start of such employment. The Manager will take personal or vacation leave for any outside employment or business activity performed during times when the Manager would normally be performing duties pursuant to this agreement.

#### **SECTION 10. AUTOMOBILE**

The Manager's duties require that he shall have the exclusive and unrestricted use at all times during his employment with the City of Charlottesville of an automobile provided to him by the City. The City shall be responsible for liability, property damage and comprehensive insurance, and for the purchase, operation, maintenance, repair and regular replacement of said automobile.

#### **SECTION 11. VACATION AND SICK LEAVE BENEFITS**

The Manager shall be entitled to 164 hours of vacation and administrative leave per year (120 hours of annual leave through accrual and 44 hours of administrative leave which must be used by the end of the calendar year). The City may consider adjustments to these figures during future discussions on compensation. The Manager shall be entitled to any other categories of leave and paid holidays on the same basis as other City employees.

#### **SECTION 12. INSURANCE BENEFITS**

A. The City will provide at City expense family health care insurance for the Manager equal to that provided to other full time employees of the City. The City will contribute up to \$1,000 per year toward a personal disability insurance policy for the Manager in addition to the long-term policy the City already provides its employees.

#### **SECTION 13. RETIREMENT BENEFITS**

The Manager's employment date of 2/2/08 shall be the effective date for his participation in the City's Defined Contribution Plan ("the City Retirement Plan" or "Plan"). As such, the Manager's defined benefits under the Plan shall be the same as those benefits owed to any other similarly situated employee within said Plan.

In addition to the foregoing, the City shall also make an annual contribution on behalf of the Manager (“Manager”) to the ICMA-RC retirement plan, or a similar deferred compensation plan of the Managers choice, in an amount equivalent to 7% of the Manager’s annual salary in the year of the contribution. Any further contribution to ICMA-RC or other deferred compensation plan beyond that amount shall be the sole responsibility of the Manager.

**SECTION 14. PROFESSIONAL ORGANIZATIONS**

City Council agrees to appropriate the required funds to pay for the professional dues reasonably necessary for the Manager's continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

**SECTION 15. TRAVEL BENEFITS**

A. City Council hereby agrees to appropriate funds for the travel and subsistence expenses of the Manager for travel to meetings and occasions adequate to continue his professional development, or to pursue necessary official functions for the City, including but not limited to the annual conferences of the International City Management Association, the National League of Cities and the Virginia Municipal League, and state or regional chapters or committees thereof.

B. City Council also agrees to appropriate funds for the travel and subsistence expenses of the Manager for a reasonable number of short courses, institutes or seminars for his professional development and for the good of the City, including an annual leadership development opportunity to be supported in the budget.

**SECTION 16. EDUCATIONAL REIMBURSEMENT**

It is in the City’s best interest that the City Manager continues his education through pursuit of a Master’s Degree in an area that benefits both the Manager and the City of Charlottesville. The City shall provide reimbursement for Master’s level courses and supplies upon documentation provided by the Manager of successful completion of the course. The schedule of classes shall be determined by the Manager in consideration of his schedule and workload.

**SECTION 17. RESIDENCY**

The Manager shall reside in the City of Charlottesville during the term of this

Agreement. Notwithstanding the foregoing and in recognition of the current housing market, the City Council agrees that the City Manager must relocate his residence to the City of Charlottesville, which date will be September 1, 2012. Failure to relocate in the time provided in this Section shall be good and sufficient cause to terminate this Agreement and in that event, the City Council shall have no obligation to pay the severance compensation provided in paragraph “b” (B) of Section 7 of this Agreement. Notwithstanding the foregoing, the City Council may extend this period for good cause.

Subject to approval as to form by the City Attorneys Office, the City agrees to provide a no-interest loan to the Manager, upon request, toward a 20% down-payment on the Manager’s City residence with a maximum down-payment loan limit of \$90,000. The City also agrees to provide a no-interest loan to the manager to assist in paying off his current mortgage upon the sale of his current home. The loan will be repayable in full on a schedule agreed to by the City and the Manager, unless the Manager is terminated without cause, in which case the balance of the loan will be forgiven (assuming the Manager has made regular on-time payments and is not behind on the loan at the time of termination). The City will cover moving expenses to the Manager’s new home.

#### **SECTION 18 INDEMNIFICATION**

The City will defend, save harmless and indemnify the Manager against any tort or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Manager's duties, to the maximum extent allowed by law.

#### **SECTION 19. BONDING**

The City will bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

#### **SECTION 20. OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

The City Council, after consultation with the Manager and agreement by the Manager, may fix any other terms and conditions of employment as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with the provisions of this agreement, the City Charter or any other state law.

#### **SECTION 21. NO REDUCTION OF BENEFITS**

The City Council shall not at any time during the term of this agreement reduce

the salary, compensation or other financial benefits of the Manager, except to the degree it imposes such a reduction across-the-board for all employees of the City.

**SECTION 22. NOTICES**

Notices pursuant to this agreement shall be given by first class mail, postage prepaid, addressed as follows:

City Council: Mayor  
P. O. Box 911  
Charlottesville, Virginia 22902

Manager: Maurice T. Jones  
1508 Holly Road  
Charlottesville, Virginia 22901  
~~1275 Templeton Circle~~  
~~Earlsville, Virginia 22936~~

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

**SECTION 23. ENFORCEABILITY**

In the event the City Council or the City of Charlottesville breaches any of the provisions of this agreement, it shall be responsible for the payment of all reasonable attorney's fees and costs incurred by the Manager in enforcing the agreement.

**SECTION 24. SEVERABILITY**

If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

*[This space intentionally left blank]*



**IN WITNESS WHEREOF**, the Council of the City of Charlottesville has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Clerk of the Council, and the Manager has signed and executed this agreement.

**CITY OF CHARLOTTESVILLE**

Attest:

\_\_\_\_\_  
Clerk of Council

By: \_\_\_\_\_  
Satyendra Singh Huja, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Maurice T. Jones, City Manager

*Approved as to Form:*

\_\_\_\_\_  
*City Attorney*

***Original Agreement approved by City Council Resolution adopted December 6, 2010  
Amended by Resolution adopted December 19, 2011(Change in Residency Requirements)  
Amended by Resolution adopted May 21, 2012 (2% raise effective 11/7/2011)  
Amended by Resolution adopted \_\_\_\_\_, 2013 (2 year Extension; Salary Supplement;  
Address Change)***

## Resolution Authorizing the Application for State Aid to Public Transportation

BE IT RESOLVED by the Charlottesville City Council that the Transit Manager is authorized, for and on behalf of the City of Charlottesville, hereafter referred to as the, **PUBLIC BODY**, to execute and file an application to the Department of Rail and Public Transportation, Commonwealth of Virginia, hereafter referred to as the, **DEPARTMENT**, for a grant of financial assistance in the amount of \$6,236,909 to defray the costs borne by the **PUBLIC BODY** for public transportation purposes and to accept from the **DEPARTMENT** grants in such amounts as may be awarded, and to authorize the Transit Manager to furnish to the **DEPARTMENT** such documents and other information as may be required for processing the grant request.

The Charlottesville City Council certifies that the funds shall be used in accordance with the requirements of Section 58.1-638.A.4 of the Code of Virginia, that the **PUBLIC BODY** will provide funds in the amount of \$2,531,135 which will be used to match the state funds in the ratio as required in such Act, that the records of receipts of expenditures of funds granted the **PUBLIC BODY** may be subject to audit by the **DEPARTMENT** and by the State Auditor of Public Accounts, and that funds granted to the **PUBLIC BODY** for defraying the expenses of the **PUBLIC BODY** shall be used only for such purposes as authorized in the Code of Virginia. The undersigned duly qualified and acting Clerk of Council of the **PUBLIC BODY** certifies that the foregoing is a true and correct copy of a Resolution, adopted at a legally convened meeting of the Charlottesville City Council held on the 15th day of April 2013.

(Official Seal goes here)

Yvonne Bonfield  
\_\_\_\_\_  
(Signature of Recording Officer)

Clerk of Council  
\_\_\_\_\_  
(Title of Recording Officer)

April 15, 2013  
\_\_\_\_\_  
(Date)

## **RESOLUTION**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia, that the City Manager, or his designee, is hereby authorized to sign the following document, in form approved by the City Attorney or his designee.

Designation of Signature Authority for the Transportation Electronic Award & Management Process (TEAM), authorizing the City Transit Manager to execute applications and other transit-related documents on behalf of the City of Charlottesville.

**AN ORDINANCE  
APPROVING A REQUEST TO AMEND THE PLAN  
OF DEVELOPMENT FOR THE JOHNSON VILLAGE  
PLANNED UNIT DEVELOPMENT LOCATED ON  
CLEVELAND AVENUE.**

**WHEREAS**, Riverbend Management, Inc. (“Applicant”), agent for Cleveland Avenue LLC, the Owner of property located on Cleveland Avenue, identified on City Tax Map 22B as Parcels 177-182 (“Subject Property”), submitted an application seeking an amendment to the plan of development and proffers approved for the Johnson Village PUD on March 1, 2004, and amended by City Council on April 5, 2004; and

**WHEREAS**, in accordance with City Code section 34-519(2), Riverbend Management, Inc. submitted an application to amend the existing Johnson Village PUD plan of development and proffers to allow townhome units to be included as an allowable use for the Subject Property, hereinafter the “Proposed Amendment”; and

**WHEREAS**, a joint public hearing on the Proposed Amendment was held before the City Council and Planning Commission on March 12, 2013, following notice to the public and to adjacent property owners as required by law; and

**WHEREAS**, on March 12, 2013, the Planning Commission voted to recommend approval of the Proposed Amendment to the City Council on the basis that the proposal would serve the interests of the general public welfare and good zoning practice; and

**WHEREAS**, legal notice of the joint public hearing held on March 12, 2013 was advertised in accordance with Va. Code Sec. 15.2-2204; and

**WHEREAS**, this Council finds and determines that the public necessity, convenience, general welfare or good zoning practice requires the Proposed Amendment to the existing “PUD” zoning classification (subject to proffered development conditions); and that the Proposed Amendment 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.* Amending the Johnson Village PUD plan of development, as presented in the Johnson Village-Block C2 Rezoning Amendment Plan dated January 22, 2013, and subject to the existing proffered development conditions set forth within the Final Proffer Statements dated January 20, 2004 and March 10, 2004.

**AN ORDINANCE  
APPROVING A REQUEST TO REZONE PROPERTY LOCATED AT  
111 ELLIOTT AVENUE FROM R-3 (RESIDENTIAL - MULTIFAMILY)  
TO PLANNED UNIT DEVELOPMENT (PUD).**

**WHEREAS**, Southern Development and Habitat for Humanity (“Applicant”), contract purchaser for the property at 111 Elliott Avenue, designated as Parcels 266 and 272.1 on City Tax Map 29, submitted an application seeking a rezoning of such property from R-3 (Residential-Multifamily) to Planned Unit Development (PUD), hereinafter the “Proposed Rezoning”; and

**WHEREAS**, a joint public hearing on the Proposed Rezoning was held before the City Council and Planning Commission on March 12, 2013, following notice to the public and to adjacent property owners as required by law; and

**WHEREAS**, legal notice of the public hearing held on March 12, 2013 was advertised in accordance with Va. Code Sec. 15.2-2204; and

**WHEREAS**, the Applicant submitted a Preliminary Proffer Statement dated January 31, 2013, as required by City Code Section 34-64(a), and presented the Preliminary Proffer Statement to the Planning Commission on March 12, 2013; and

**WHEREAS**, on March 12, 2013, the Planning Commission voted to recommend approval of the Proposed Rezoning to the City Council on the basis of general welfare and good zoning practice; and

**WHEREAS**, the Applicant submitted a Final Proffer Statement dated March 15, 2013, as required by City Code Section 34-64(c), and made a part of these proceedings; and

**WHEREAS**, this Council finds and determines that the public necessity, convenience, general welfare and good zoning practice requires the Proposed Rezoning; that both the existing zoning classifications “R-3” and PUD zoning classifications (subject to proffered development conditions) 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 from R-3 Residential-Multifamily to Planned Unit Development (PUD), subject to the proffered development conditions set forth within the Final Proffer Statement, the property located at 111 Elliott Avenue, designated as Parcels 266 and 272.1 on City Tax Map 29, consisting of approximately 3.6 acres, or 156,816 square feet.

**A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED SIXTEEN MILLION DOLLARS (\$16,000,000) PRINCIPAL AMOUNT OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, TO BE ISSUED FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF VARIOUS PUBLIC IMPROVEMENT PROJECTS OF AND FOR THE CITY, AND NOT TO EXCEED TWENTY-FIVE MILLION DOLLARS (\$25,000,000) PRINCIPAL AMOUNT OF GENERAL OBLIGATION PUBLIC IMPROVEMENT REFUNDING BONDS OF THE CITY OF CHARLOTTESVILLE, VIRGINIA, TO BE ISSUED FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND IN ADVANCE OF THEIR STATED MATURITIES AND REDEEM CERTAIN OUTSTANDING GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY; FIXING THE FORM, DENOMINATION AND CERTAIN OTHER FEATURES OF SUCH BONDS; PROVIDING FOR THE SALE OF SUCH BONDS AND DELEGATING TO THE CITY MANAGER OR THE DIRECTOR OF FINANCE CERTAIN POWERS WITH RESPECT THERETO; AUTHORIZING THE APPOINTMENT OF AN ESCROW AGENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT BY AND BETWEEN THE CITY AND SUCH ESCROW AGENT AND THE PURCHASE OF THE SECURITIES TO BE HELD THEREUNDER; AND AUTHORIZING THE DESIGNATION OF THE REFUNDED BONDS FOR REDEMPTION**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA:

SECTION 1. The Council (the "Council") of the City of Charlottesville, Virginia (the "City"), hereby finds and determines as follows:

(a) (i) Pursuant to Chapter 26 of Title 15.2 of the Code of Virginia, 1950 (the same being the Public Finance Act of 1991), the City is authorized to contract debts for, borrow money for and issue its negotiable bonds to pay all or any part of the cost of any public improvement or undertaking for which the City is authorized by law to appropriate money.

(ii) In the judgment of the Council of the City, it is necessary and expedient to authorize the issuance and sale of General Obligation Public Improvement Bonds of the City in the principal amount of not to exceed Sixteen Million Dollars (\$16,000,000) for the purpose of providing funds to pay the costs of various public improvement projects of and for the City and to pay the costs of issuing such Bonds.

(b) (i) The City has been advised by the City's Financial Advisor that the refunding in advance of their stated maturities of all or a portion of certain currently outstanding issues of general obligation public improvement bonds of the City may result in debt service cost savings to the City.

(ii) The Council desires to authorize the issuance and sale of general obligation public improvement refunding bonds to provide for the refunding in advance of their stated maturities and redemption of all or a portion of such outstanding general obligation public improvement bonds, the refunding of which shall be recommended by the City's

Financial Advisor (such bonds to be refunded in advance of their stated maturities being referred to hereinafter as the “Refunded Bonds”).

(iii) The Council desires to authorize the issuance and sale of general obligation public improvement refunding bonds to provide for the refunding in advance of their stated maturities and redemption of the Refunded Bonds and to pay the costs of issuing the Refunded Bonds.

(iv) In the judgment of the Council, it is necessary and expedient to authorize the issuance and sale of General Obligation Public Improvement Refunding Bonds in the principal amount of not to exceed Twenty-Five Million Dollars (\$25,000,000) for the purpose of providing funds to refund in advance of their stated maturities and redeem all or a portion of the Refunded Bonds and to pay the costs of issuing such Bonds.

SECTION 2. (a)(i) Pursuant to the Public Finance Act of 1991, for the purpose of providing net proceeds of sale sufficient to pay the costs of the public improvement projects of and for the City set forth in Section 8 and to pay the costs of issuing such Bonds, there are hereby authorized to be issued and sold not to exceed Sixteen Million Dollars (\$16,000,000) principal amount of General Obligation Public Improvement Bonds of the City, to be known and designated as the “City of Charlottesville, Virginia, General Obligation Public Improvement Bonds” (the “General Obligation Public Improvement Bonds”).

(ii) Pursuant to the Public Finance Act of 1991, for the purpose of providing funds to refund in advance of their stated maturities and redeem the Refunded Bonds and to pay the costs of issuing such Bonds, there are hereby authorized to be issued and sold not to exceed Twenty-Five Million Dollars (\$25,000,000) principal amount of General Obligation Public Improvement Refunding Bonds of the City, to be known and designated as the “City of Charlottesville, Virginia, General Obligation Public Improvement Refunding Bonds” (the “General Obligation Public Improvement Refunding Bonds” and, collectively with the General Obligation Public Improvement Bonds, the “Bonds”).

(iii) In lieu of the General Obligation Public Improvement Bonds and the General Obligation Public Improvement Refunding Bonds being issued as separate series, the General Obligation Public Improvement Bonds and the General Obligation Public Improvement Refunding Bonds may be combined into a single series of the Bonds, to be known and designated as the “City of Charlottesville, Virginia, General Obligation Public Improvement and Refunding Bonds”, if so determined by the City Manager.

(b) The Bonds shall be issued and sold in their entirety at one time, or from time to time in part in series, as shall be determined by the City Manager. The Bonds may be sold at the same time as other general obligation bonds are sold by the City. The Bonds shall be issued in fully registered form and shall be in the denomination of \$5,000 or any integral multiple thereof. The Bonds of each series shall be numbered from R-1 upwards in order of issuance, and shall bear such series designation as shall be determined by the City Manager; shall mature in such years and in such amounts in each year as shall be determined by the City Manager; and shall bear interest at such rate or rates per annum as shall be determined by the City Manager pursuant to Section 9, such interest being payable on a date which is not more than

one (1) year after the date of the Bonds of such series and semiannually thereafter. The City Manager is authorized to determine, in accordance with and subject to the provisions of this resolution: the date or dates of the Bonds; the interest payment dates thereof; the maturity dates thereof (*provided* that the final maturity of the Bonds of any series shall be not later than forty (40) years from the date the first Bonds of such series are issued under this resolution); the amount of principal maturing on each maturity date; the place or places of payment thereof and the paying agent or paying agents therefor; the place or places of registration, exchange or transfer thereof and the Registrar and Paying Agent therefor; and whether or not the Bonds shall be subject to redemption prior to their stated maturity or maturities and, if subject to such redemption, the premiums, if any, payable upon such redemption and the respective periods in which such premiums are payable. Interest on the Bonds shall be calculated on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months.

(c) In the event the Bonds of any series shall be dated as of a date other than the first day of a calendar month or the dates on which interest is payable on such series are other than the first days of calendar months, the provisions of Section 3 with regard to the authentication of such Bonds and of Section 10 with regard to the forms of such Bonds shall be modified as the City Manager shall determine to be necessary or appropriate.

(d) (i) If the Bonds of a given series are subject to redemption and if any Bonds of such series (or portions thereof in installments of \$5,000 or any integral multiple thereof) are to be redeemed, notice of such redemption specifying the date, numbers and maturity or maturities of the Bond or Bonds to be redeemed, the date and place or places fixed for their redemption, and if less than the entire principal amount of a Bond called for redemption is to be redeemed, that such Bond must be surrendered in exchange for payment of the principal amount thereof to be redeemed and the issuance of a new Bond or Bonds equalling in principal amount that portion of the principal amount of such Bond not to be redeemed, shall be mailed not less than thirty (30) days prior to the date fixed for redemption, by first class mail, postage prepaid, to the registered owner of each such Bond at the address of such registered owner as it appears on the books of registry kept by Director of Finance of the City, who is hereby appointed as the Registrar and Paying Agent for the Bonds (the "Registrar and Paying Agent" or the "Registrar" or the "Paying Agent"), as of the close of business on the forty-fifth (45th) day next preceding the date fixed for redemption. If any Bonds shall have been called for redemption and notice thereof shall have been given as hereinabove set forth, and payment of the principal amount of such Bonds (or of the principal amount thereof to be redeemed) and of the accrued interest payable upon such redemption shall have been duly made or provided for, interest on such Bonds shall cease to accrue from and after the date so specified for their redemption.

(ii) Any notice of the optional redemption of the Bonds may state that it is conditioned upon there being on deposit with the City, or with the Registrar and Paying Agent for the Bonds or other agent designated by the City, on the date fixed for the redemption thereof an amount of money sufficient to pay the redemption price of such Bonds, together with the interest accrued thereon to the date fixed for the redemption thereof, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of such Bonds, together with the interest accrued thereon, is due and payable if any such condition so specified is not satisfied. If a redemption of any Bonds does not occur after a conditional notice is given due to there not being on deposit with the City, or with the Registrar and Paying Agent



for the Bonds or other agent designated by the City, a sufficient amount of money to pay the redemption price of such Bonds, together with the interest accrued thereon to the date fixed for the redemption thereof, the corresponding notice of redemption shall be deemed to be revoked.

(iii) So long as the Bonds are in book-entry only form, any notice of redemption shall be given only to The Depository Trust Company, New York, New York (“DTC”), or to its nominee, Cede & Co., or to such other nominee of DTC as may be requested by an authorized representative of DTC, and any notice of redemption otherwise required by this resolution to be given by first class mail, postage prepaid, may be given electronically in lieu of being given by first class mail, postage prepaid, if and to the extent delivery of notices of redemption electronically is acceptable to DTC. The City shall not be responsible for providing any beneficial owner of the Bonds any notice of redemption.

(e) (i) The Bonds of each series shall be issued only in book-entry only form. One Bond representing each maturity of the Bonds of each series will be issued to and registered in the name of Cede & Co., as nominee of DTC, or in the name of such other nominee of DTC as may be requested by an authorized representative of DTC, as registered owner of the Bonds, and each such Bond shall be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased.

(ii) Principal and interest payments on the Bonds will be made by the Registrar and Paying Agent for the Bonds to DTC or its nominee, Cede & Co., or to such other nominee of DTC as may be requested by an authorized representative of DTC, as registered owner of the Bonds, which will in turn remit such payments to the DTC participants for subsequent disbursement to the beneficial owners of the Bonds. Transfers of principal and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of the Bonds by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC participants who act on behalf of the indirect participants of DTC and the beneficial owners of the Bonds.

(iii) The City will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants or for transmitting payments to, communicating with, notifying or otherwise dealing with any beneficial owner of the Bonds. So long as the Bonds are in book-entry only form, the Director of Finance will serve as Registrar and Paying Agent for the Bonds. The City reserves the right to designate a successor Registrar and Paying Agent for the Bonds if the Bonds at any time cease to be in book-entry only form.

SECTION 3. (a) The Bonds shall be executed, for and on behalf of the City, by the manual or facsimile signature of the Mayor of the City and shall have a facsimile of the corporate seal of the City imprinted thereon, attested by the manual or facsimile signature of the Clerk of Council of the City.

(b) The City Manager shall direct the Registrar and Paying Agent for the Bonds of a given series to authenticate such Bonds and no such Bond shall be valid and obligatory for any purpose unless and until the certificate of authentication endorsed on such Bond shall have been manually executed by the Registrar and Paying Agent. Upon the authentication of any Bonds, the Registrar and Paying Agent shall insert in the certificate of authentication the date as of which such Bonds are authenticated as follows: (i) if the Bond is authenticated prior to the first interest payment date, the certificate shall be dated as of the date of the initial issuance and delivery of the Bonds of the series of which such Bond is one, (ii) if the Bond is authenticated upon an interest payment date, the certificate shall be dated as of such interest payment date, (iii) if the Bond is authenticated after the fifteenth (15th) day of the calendar month next preceding an interest payment date and prior to such following interest payment date, the certificate shall be dated as of such following interest payment date and (iv) in all other instances the certificate shall be dated as of the actual date upon which the Bond is authenticated by the Registrar and Paying Agent.

(c) The execution and authentication of the Bonds in the manner above set forth is adopted as a due and sufficient authentication of the Bonds.

SECTION 4. (a) The principal of and interest on the Bonds shall be payable in such coin or currency of the United States of America as at the respective dates of payment thereof is legal tender for public and private debts.

(b) Principal of the Bonds of a given series shall be payable upon presentation and surrender thereof at the office of the Registrar and Paying Agent.

(c) Interest on the Bonds shall be payable by check mailed by the Registrar and Paying Agent to the registered owners of such Bonds at their respective addresses as such addresses appear on the books of registry kept pursuant to the provisions of this Section 4; *provided, however*, that so long as the Bonds are in book-entry form and registered in the name of Cede & Co., as nominee of DTC, or in the name of such other nominee of DTC as may be requested by an authorized representative of DTC, interest on the Bonds shall be paid directly to Cede & Co. or such other nominee of DTC by wire transfer.

(d) At all times during which any Bond of any series remains outstanding and unpaid, the Registrar and Paying Agent shall keep or cause to be kept, at its office, books of registry for the registration, exchange and transfer of Bonds of such series. Upon presentation of a Bond or Bonds at the office of the Registrar and Paying Agent, the Registrar and Paying Agent, under such reasonable regulations as the Registrar and Paying Agent may prescribe, shall register, exchange or transfer, or cause to be registered, exchanged or transferred, such Bond or Bonds on the books of registry as hereinbefore set forth.

(e) The books of registry shall at all times be open for inspection by the City or any duly authorized officer thereof.

(f) Any Bond may be exchanged at the office of the Registrar and Paying Agent for a like aggregate principal amount of such Bonds in other authorized principal sums and of the same series, interest rate and maturity.

(g) Any Bond of any series may, in accordance with its terms, be transferred upon the books of registry by the registered owner in whose name it is registered, in person or by the duly authorized agent of such registered owner, upon surrender of such Bond to the Registrar and Paying Agent for cancellation, accompanied by a written instrument of transfer duly executed by the registered owner or the duly authorized agent of such registered owner, in form satisfactory to the Registrar and Paying Agent.

(h) All transfers or exchanges pursuant to this Section 4 shall be made without expense to the registered owner of such Bond or Bonds, except as otherwise herein provided, and except that the Registrar and Paying Agent shall require the payment by the registered owner of such Bond or Bonds requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange. All Bonds surrendered for transfer or exchange pursuant to this Section 4 shall be cancelled.

SECTION 5. The full faith and credit of the City shall be and is irrevocably pledged to the punctual payment of the principal of and interest on the Bonds as the same become due. In each year while the Bonds, or any of them, are outstanding and unpaid, the Council is authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and interest on the Bonds to the extent other funds of the City are not lawfully available and appropriated for such purpose.

SECTION 6. CUSIP identification numbers may be printed on the Bonds, but no such number shall constitute a part of the contract evidenced by the particular Bonds upon which it is printed and no liability shall attach to the City or any officer or agent thereof (including any paying agent for the Bonds) by reason of such numbers or any use made thereof (including any use thereof made by the City, any such officer or any such agent) or by reason of any inaccuracy, error or omission with respect thereto or in such use. All expenses in relation to the printing of such numbers on the Bonds shall be paid by the City; *provided, however*, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchasers of the Bonds.

SECTION 7. To the extent it shall be contemplated at the time of their issuance that the interest on any Bonds issued hereunder shall be excludable from gross income for purposes of federal income taxation, the City covenants and agrees to comply with the provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986 and the Treasury Regulations promulgated under such Sections 103 and 141-150 throughout the term of the Bonds.

SECTION 8. The net proceeds of the sale of the General Obligation Public Improvement Bonds shall be applied to the payment of the cost of the following public improvement projects of and for the City in substantially the following respective amounts:

<u>Projects</u>	<u>Amounts</u>
Public Schools	\$ 2,800,000
Transportation and Access Improvements (Including Public Street, Bridge and Sidewalk Improvements)	2,282,000
Public Buildings	242,000
Public Safety	676,000
Water System Improvements	3,000,000
Sewer System Improvements	<u>6,000,000</u>
	\$ 15,000,000

If any project set forth above shall require less than the entire respective amount so set forth, the difference may be applied to any of the other projects so set forth.

SECTION 9. (a) The Bonds shall be sold in one or more series in accordance with the provisions of Section 2 at competitive or negotiated sale at not less than ninety-eight percent (98%) of the principal amount thereof (less any original issue discount) and on such other terms and conditions as are provided in the Notice of Sale thereof or in the Purchase Contract or Bond Purchase Agreement relating thereto.

(b) If the Bonds are sold at competitive sale, they may be sold contemporaneously with other bonds of the City under a combined Notice of Sale. If the Bonds are sold at competitive sale, the City Manager is hereby authorized to cause to be prepared and distributed (via electronic dissemination or otherwise) a Notice of Sale of the Bonds in such form and containing such terms and conditions as the City Manager may deem advisable, subject to the provisions hereof.

(c) Upon the determination by the City Manager to sell the Bonds at competitive or negotiated sale, the City Manager is hereby authorized, without further notice to or action by the Council, to determine the rates of interest the Bonds shall bear; *provided* that:

(i) in no event shall the true interest cost for the Bonds exceed four percent (4%), and

(ii) in no event shall the premium payable by the City upon the redemption of the Bonds exceed two percent (2%) of the principal amount thereof.

(d) If the Bonds are sold at negotiated sale, the City Manager is hereby authorized to, without further notice to or action by the Council, to select the underwriters for the Bonds (the "Underwriters") and to execute and deliver to the Underwriters a Purchase Contract or Bond Purchase Agreement relating to the Bonds.

(e) The City Manager is hereby authorized to cause to be prepared and distributed a Preliminary Official Statement and a final Official Statement relating to the Bonds. The City Manager is hereby further authorized to certify that the Preliminary Official Statement for the Bonds of each series authorized hereunder is “deemed final” for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934. The City Manager is hereby authorized to execute and deliver the final Official Statement for the Bonds of each series authorized hereunder, and the City Manager, the Chief Operating Officer/Chief Financial Officer, the Director of Finance and the City Attorney are hereby authorized to execute and deliver to the purchasers of the Bonds of each series certificates in the forms provided for in the Official Statement for the Bonds of such series.

(f) The City Manager is hereby further authorized to execute and deliver to the purchasers of the Bonds of each series authorized hereunder a Continuing Disclosure Certificate or a Continuing Disclosure Agreement evidencing the City’s undertaking to comply with the continuing disclosure requirements of Paragraph (b)(5) of such Rule 15c2-12 to the extent applicable to the Bonds, such Continuing Disclosure Certificate or Continuing Disclosure Agreement to be in such form as shall be approved by the City Manager upon the advice of counsel (including the City Attorney or Bond Counsel to the City), such approval to be conclusively evidenced by the execution of such Continuing Disclosure Certificate or Continuing Disclosure Agreement by the City Manager.

SECTION 10. The Bonds, the certificate of authentication of the Registrar and Paying Agent and the assignment endorsed on such Bonds, shall be in substantially the form set forth in Exhibit A, with such changes in format as may be appropriate to conform with customs and practices applicable to comparable securities.

SECTION 11. (a) The City Manager is hereby authorized to appoint an escrow agent (the “Escrow Agent”) for the City in connection with the refunding of the Refunded Bonds.

(b) The City Manager is hereby authorized and directed to execute and deliver an Escrow Deposit Agreement by and between the City and the Escrow Agent in such form as shall be approved by the City Manager upon the advice of counsel (including the City Attorney or Bond Counsel), such approval to be conclusively evidenced by the execution of the Escrow Deposit Agreement by the City Manager.

(c) The City Manager and the Director of Finance, or either of them, are hereby authorized to enter into such purchase agreements as may be required in connection with the purchase by the Escrow Agent, from moneys deposited in the Escrow Deposit Fund created and established under any Escrow Deposit Agreement, of Government Securities (as defined in the Escrow Deposit Agreement).

SECTION 12. Subject to the issuance, sale and delivery of the Bonds pursuant to this resolution and receipt of the proceeds of the Bonds, the City Manager is hereby authorized to designate the Refunded Bonds for redemption on such date or dates as shall be determined by the City Manager and is hereby further authorized to direct the Escrow Agent to cause notices of

the redemption of the Refunded Bonds on such date or dates to be given in accordance with the provisions of the proceedings authorizing the issuance of the Refunded Bonds.

SECTION 13. The Council hereby authorizes the City to make expenditures for the purpose for which the General Obligation Public Improvement Bonds are to be issued in advance of the issuance and receipt of the proceeds of the General Obligation Public Improvement Bonds and to reimburse such expenditures from the proceeds of the General Obligation Public Improvement Bonds. The adoption of this resolution shall be considered as an “official intent” within the meaning of Treasury Regulation Section 1.150-2 promulgated under the Internal Revenue Code of 1986.

SECTION 14. The City Attorney of the City is directed to file a copy of this resolution, certified by the Clerk of Council of the City to be a true and correct copy hereof, with the Circuit Court of the City in accordance with Section 15.2-2607 of the Code of Virginia, 1950.

SECTION 15. All ordinances, resolutions and proceedings in conflict herewith are, to the extent of such conflict, repealed.

SECTION 16. In the event any Bonds authorized for issuance under this resolution shall not have been issued on or before June 30, 2014, such authorization to issue such Bonds shall terminate and shall be of no further force and effect.

SECTION 17. This resolution shall take effect upon its adoption.

**EXHIBIT A**

**UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA  
CITY OF CHARLOTTESVILLE  
GENERAL OBLIGATION PUBLIC IMPROVEMENT [REFUNDING]  
BOND, SERIES 201\_[A][B]**

**REGISTERED**

**NO. [R-201\_A-1] [R-201\_B-1]**

**REGISTERED**

**\$ \_\_\_\_\_**

**INTEREST  
RATE:**

**%**

**MATURITY  
DATE:**

**DATE OF BOND:**

**CUSIP NO.:**

**161069**

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL SUM:**

**DOLLARS**

The City of Charlottesville, a municipal corporation of the Commonwealth of Virginia (the "City"), for value received, acknowledges itself indebted and hereby promises to pay to the Registered Owner (named above), or registered assigns, on the Maturity Date (specified above), [unless this Bond shall have been duly called for previous redemption and payment of the redemption price duly made or provided for,] the Principal Sum (specified above) and to pay interest on such Principal Sum until the payment of such Principal Sum in full, at the Interest Rate (specified above) per annum, on \_\_\_\_\_, \_\_\_\_\_ and semiannually on each \_\_\_\_\_ and \_\_\_\_\_ thereafter (each such date is hereinafter referred to as an "interest payment date"), from the date hereof or from the interest payment date next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an interest payment date, in which case from such interest payment date, or unless such date of authentication is within the period from the sixteenth (16th) day to the last day of the calendar month next preceding the following interest payment date, in which case from such following interest payment date. *[To be substituted if the interest payment date is the 15th day of the month:* or unless such date of authentication is within the period from the first (1st) day to the fourteenth (14th) day of the calendar month in which the following interest payment date shall occur, in which event from such following interest payment date]. Such interest shall be computed on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months. Such interest is payable on each interest payment date by check mailed by the Registrar and Paying Agent hereinafter mentioned to the Registered Owner hereof at the address of such Registered Owner as it appears on the books of registry kept by the Registrar and Paying Agent, as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date. *[To be substituted if the interest payment date is the 15th day of the month:* Such interest is payable on each interest payment

date by check mailed by the Registrar and Paying Agent hereinafter mentioned to the Registered Owner hereof at the address of such Registered Owner as it appears on the books of registry kept by the Registrar and Paying Agent, as of the close of business on the last day (whether or not a business day) of the calendar month next preceding each interest payment date]; *provided, however,* that so long as this Bond is in book-entry only form and registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), or in the name of such other nominee of DTC as may be requested by an authorized representative of DTC, interest on this Bond shall be paid directly to Cede & Co. or such other nominee of DTC by wire transfer.

The principal of this Bond is payable on presentation and surrender hereof at the office of **the Director of Finance of the City**, as Registrar and Paying Agent, in the City of Charlottesville, Virginia. The principal of and interest on this Bond are payable in such coin or currency of the United States of America as at the respective dates of payment thereof is legal tender for public and private debts.

This Bond is one of an issue of Bonds aggregating \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in principal amount issued for the purpose of providing funds [to pay the cost of various public improvement projects of and for the City] [to refund in advance of their stated maturities certain outstanding general obligation bonds of the City], under and pursuant to and in full compliance with the Constitution and statutes of the Commonwealth of Virginia, including Chapter 26 of Title 15.2 of the Code of Virginia, 1950 (the same being the Public Finance Act of 1991), and a resolution and proceedings of the Council of the City duly adopted and taken under the Public Finance Act of 1991.

The Bonds of the series of which this Bond is one (or portions of the principal amount thereof in installments of \$5,000 or any integral multiple thereof) maturing on and after \_\_\_\_\_, \_\_\_\_\_ are subject to redemption at the option of the City prior to their stated maturities, on or after \_\_\_\_\_, \_\_\_\_\_, in whole or in part on any date, in such order as may be determined by the City (except that if at any time less than all of the Bonds of a given maturity are called for redemption, the particular Bonds of such maturity or portions thereof in installments of \$5,000 to be redeemed shall be selected by lot), upon payment of a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, together with the interest accrued thereon to the date fixed for the redemption thereof.

If this Bond is redeemable and this Bond (or any portion of the principal amount hereof in installments of \$5,000) shall be called for redemption, notice of the redemption hereof, specifying the date, number and maturity of this Bond, the date and place or places fixed for its redemption, and if less than the entire principal amount of this Bond is to be redeemed, that this Bond must be surrendered in exchange for the principal amount hereof not to be redeemed, shall be mailed not less than thirty (30) days prior to the date fixed for redemption, by first class mail, postage prepaid, to the Registered Owner hereof at the address of such Registered Owner as it appears on the books of registry kept by the Registrar and Paying Agent as of the close of business on the forty-fifth (45th) day next preceding the date fixed for redemption. If notice of the redemption of this Bond shall have been given as aforesaid, and payment of the principal amount of this Bond (or of the portion of the principal amount hereof to be redeemed) and of the accrued interest payable upon such redemption shall have been duly made or provided for,



interest hereon shall cease to accrue from and after the date so specified for the redemption hereof.

Any notice of the optional redemption of this Bond may state that it is conditioned upon there being on deposit with the City, or with the Registrar and Paying Agent for the Bonds or other agent designated by the City, on the date fixed for the redemption hereof an amount of money sufficient to pay the redemption price of this Bond, together with the interest accrued thereon to the date fixed for the redemption hereof, and any conditional notice so given may be rescinded at any time before the payment of the redemption price of this Bond, together with the interest accrued thereon, is due and payable if any such condition so specified is not satisfied. If a redemption of this Bond does not occur after a conditional notice is given due to there not being on deposit with the City, or with the Registrar and Paying Agent for the Bonds or other agent designated by the City, a sufficient amount of money to pay the redemption price of this Bond, together with the interest accrued thereon to the date fixed for the redemption hereof, the corresponding notice of redemption shall be deemed to be revoked.

So long as the Bonds of the series of which this Bond is one are in book-entry only form, any notice of redemption of this Bond shall be given only to Cede & Co., as nominee of The Depository Trust Company ("DTC"), and any notice of redemption otherwise required by the resolution pursuant to which this Bond and the Bonds of the series of which this Bond are issued to be given by first class mail, postage prepaid, may be given electronically in lieu of being given by first class mail, postage prepaid, if and to the extent delivery of notices of redemption electronically is acceptable to DTC.

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the series of which this Bond is one, this Bond may be exchanged at the office of the Registrar and Paying Agent for a like aggregate principal amount of Bonds of other authorized principal sums and of the same series, interest rate and maturity. This Bond is transferable by the Registered Owner hereof or by the attorney for such Registered Owner duly authorized in writing, on the books of registry kept by the Registrar and Paying Agent for such purpose at the office of the Registrar and Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the series of which this Bond is one, and upon the surrender hereof for cancellation. Upon such transfer a new Bond or Bonds of authorized denominations and of the same aggregate principal amount, series, interest rate and maturity as the Bond surrendered will be issued to the transferee in exchange herefor.

The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on this Bond as the same become due. In each year while this Bond is outstanding and unpaid, the Council of the City is authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and interest on this Bond to the extent other funds of the City are not lawfully available and appropriated for such purpose.

This Bond shall not be valid or obligatory unless the certificate of authentication hereon shall have been manually signed by or on behalf of the Registrar and Paying Agent.

It is certified, recited and declared that all acts, conditions and things required to exist, happen or be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limitation of indebtedness prescribed by the Constitution or statutes of the Commonwealth of Virginia or the Charter of the City.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the facsimile signature of its Mayor; a facsimile of the corporate seal of the City to be imprinted hereon, attested by the facsimile signature of the Clerk of Council of the City; and this Bond to be dated the date first above written.

[SEAL]

CITY OF CHARLOTTESVILLE, VIRGINIA

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk of Council

### CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds delivered pursuant to the within-mentioned proceedings.

\_\_\_\_\_  
Director of Finance, as Registrar and Paying Agent

Dated: \_\_\_\_\_

**ASSIGNMENT**

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_

\_\_\_\_\_  
(Please print or type name and address, including postal zip code of Transferee)

PLEASE INSERT SOCIAL SECURITY OR  
OTHER IDENTIFYING NUMBER OF TRANSFEREE:

the within-mentioned Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_, agent, to transfer the same on the books of registry in the office of Registrar and Paying Agent with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange, Inc. or a commercial bank or trust company.

\_\_\_\_\_  
(Signature of Registered Owner)  
NOTICE: The signature above must correspond with the name as written on the face of the within Bond in every particular, without alteration, enlargement or any change whatsoever.

**RESOLUTION**  
**Proposed Loan to The Lewis & Clark Exploratory Center of Virginia, Inc.**  
**\$130,000**

**BE IT RESOLVED** by the City Council of the City of Charlottesville that funds will be transferred from the City's Strategic Investment Fund to the Charlottesville Economic Development Authority (CEDA);

**BE IT FURTHER RESOLVED** by the City Council of the City of Charlottesville that the funds will be used by the CEDA to fund a loan to The Lewis & Clark Exploratory Center of Virginia, Inc.;

**Transfer From:**

<b>Amount</b>	<b>Fund</b>	<b>WBS Element</b>	<b>G/L Account</b>
\$130,000	425	P-00167	599999

**Transfer To:**

<b>Amount</b>	<b>Fund</b>	<b>Cost Center</b>	<b>G/L Account</b>
\$130,000	974	7101001000	432070

**BE IT FURTHER RESOLVED** by the City Council of the City of Charlottesville that once the funds have been repaid to CEDA, \$130,000 will be returned to the City's Strategic Investment Fund.