



**CITY COUNCIL AGENDA  
May 17, 2010**

**6:00 – 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** National Public Works Week; Business Appreciation Week; Job Fair; Bike Month

**ANNOUNCEMENTS**

**MATTERS BY THE PUBLIC** Public comment will be permitted until 7:35 p.m. (limit of 3 minutes per speaker) and at the end of the meeting on any item, including items on the agenda, provided that a public hearing is not planned or has not previously been held on the matter. Persons are asked to sign up in advance of the start of the meeting.

**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 of May 3
- b. **APPROPRIATION:** \$5,100 – Donations to Dialogue on Race (2<sup>nd</sup> of 2 readings)
- c. **APPROPRIATION:** \$34,150 – Police Overtime for Special Events (2<sup>nd</sup> of 2 readings)
- d. **APPROPRIATION:** \$52,031 – New Transit Facility / Rainwater Harvest Grant (1<sup>st</sup> of 2 readings)
- e. **RESOLUTION:** 2009/2010 Snow Storm costs (1<sup>st</sup> of 1 reading)
- f. **RESOLUTION:** Accept Roy's Place into City street system (1<sup>st</sup> of 1 reading)
- g. **RESOLUTION:** Accept Carter's View into City street system (1<sup>st</sup> of 1 reading)
- h. **RESOLUTION:** Amend Commission on Children and Families Operational Agreement (1<sup>st</sup> of 1 reading)
- i. **RESOLUTION:** Belmont Bridge Revenue Sharing (1<sup>st</sup> of 1 reading)
- j. **RESOLUTION:** CTS Replacement Operations Center - Grant of Easement to Albemarle County Service Authority (1<sup>st</sup> of 1 reading)
- k. **RESOLUTION:** Allocation of Funds to Assist with Costs Associated with the Sister City, Winneba, Ghana Delegation Visit - \$15,000 (1<sup>st</sup> of 1 reading)
- l. **RESOLUTION:** Resolution for City to Serve as Fiscal Agent for the Virginia Juvenile Community Crime Control Act (1<sup>st</sup> of 1 reading)
- m. **ORDINANCE:** Changes to the Validity of Special Permits and Site Plans (1<sup>st</sup> of 2 readings)
- n. **ORDINANCE:** Quitclaim Gas Easement (Innovation Drive near Airport Road in Albemarle County) to VDOT (1<sup>st</sup> of 2 readings)
- o. **ORDINANCE:** Amend City Code section 15-210(c)(1) to increase parking permits for 510 Valley Road (1<sup>st</sup> of 2 readings)
- p. **ORDINANCE:** Sanitary Sewer Easement through Greenbrier Park to serve Tarleton Road Property (2<sup>nd</sup> of 2 readings)

**2. PUBLIC HEARING  
ORDINANCE\***

Rezoning Timberlake Place to PUD (2<sup>nd</sup> of 2 readings)

**3. PUBLIC HEARING  
ORDINANCE\***

New Utility Rates and Service Fees (1<sup>st</sup> of 2 readings)

**4. PUBLIC HEARING  
RESOLUTION\***

Bond Issue - \$16,000,000. (1<sup>st</sup> of 1 reading)

**5. REPORT**

Neighborhood Advocacy

**6. REPORT**

250<sup>th</sup> Anniversary of City

**7. REPORT**

Jefferson School Update

**OTHER BUSINESS  
MATTERS BY THE PUBLIC  
ADJOURNMENT**


\*ACTION NEEDED (Appropriations require two readings; ordinances require two readings; resolutions require one reading.)

*Reasonable accommodations will be provided for persons with disabilities if requested.*

**A RESOLUTION  
AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT WITH  
ALBEMARLE COUNTY SERVICE AUTHORITY  
FOR THE INSTALLATION OF WATER LINES AT THE  
CHARLOTTESVILLE TRANSIT SERVICE OPERATIONS CENTER  
(1545 AVON STREET)**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute on behalf of the City the attached Deed of Easement with Albemarle County Service Authority for the installation of water lines at 1545 Avon Street (Public Works Center-CTS Operations Center), in form approved by the City Attorney.

Approved by Council  
May 17, 2010

  
Clerk of City Council

**TMP 077E2-00-00-00300**

**PREPARED BY:** Charlottesville City Attorney's Office

*Exempt from recordation taxes pursuant to Va. Code Sec. 58.1-811(A)(3)  
and Va. Code Sec. 58.1-811(C)(4)*

This **DEED OF EASEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by  
and between the **CITY OF CHARLOTTESVILLE, VIRGINIA (the "City")**, a  
municipal corporation, ("Grantor"), and the **ALBEMARLE COUNTY SERVICE  
AUTHORITY (the "ACSA")**, ("Grantee"), whose address is 168 Spotnap Road,  
Charlottesville, Virginia 22911.

**WITNESSETH:**

That for and in consideration of the sum of ONE DOLLAR (\$1.00) and other  
good and valuable consideration, receipt of all of which is hereby acknowledged, the  
Grantor does hereby GRANT and CONVEY with GENERAL WARRANTY of TITLE  
unto the Albemarle County Service Authority a perpetual right of way and easement to  
construct, install, maintain, repair, replace and extend a water line consisting of pipes and  
appurtenances thereto, over, under and across the real property of the Grantor located in  
Albemarle County, Virginia, the location of the easement granted and the boundaries of  
the property being more particularly described on the following plat:

A new, variable width permanent water line easement shown and  
described on plat made by Kirk Hughes & Associates, dated April 26,  
2010 (the "Plat"), as it crosses property of the Grantor identified on the  
Plat as Parcel 3 on Albemarle County Tax Map 77E2, and being a portion  
of the property acquired by the Grantor in Deed Book 2878, Page 685.

Reference is made to the Plat, a copy of which is attached hereto to be recorded herewith, for the exact location and dimension of the permanent easement hereby granted and the property over which the same crosses.

As part of the easement the ACSA shall have the right to enter upon the above described property within the easement for the purpose of installing, constructing, maintaining, repairing, replacing and extending a water line and appurtenances thereto, within such easement and the right of ingress and egress thereto as reasonably necessary to construct, install, maintain, repair, replace and extend such water line. If the ACSA is unable to reasonably exercise the right of ingress and egress over the right-of-way, the ACSA shall have the right of ingress and egress over the property of Grantor adjacent to the right-of-way.

Whenever it is necessary to excavate earth within such easement, the ACSA agrees to backfill such excavation in a proper and workmanlike manner so as to restore surface conditions to the same condition as prior to excavation, including restoration of such paved surfaces as may be damaged or disturbed as part of such excavation.

The easement provided for herein shall include the right of the ACSA to cut any trees, brush and shrubbery, remove obstructions and take other similar action reasonably necessary to provide economical and safe water line installation, operation and maintenance. The ACSA shall have no responsibility to the Grantor, their successors or assigns, to replace or reimburse the cost of said trees, brush, shrubbery and obstructions that are removed or otherwise damaged. Grantor and its successors and assigns agree that new trees, shrubs, fences, buildings, overhangs, or other improvements or obstructions shall not be placed within the easement conveyed herein.

The facilities constructed by ACSA within the permanent easement shall be the property of the ACSA which shall have the right to inspect, rebuild, remove, repair, improve and make such changes, alterations and connections to or extensions of its facilities within the boundaries of the permanent easement as are consistent with the purposes expressed herein.

GRANTOR acknowledges that there is an existing waterline easement, conveyed to the GRANTEE at Deed Book 816, Page 492, in the aforesaid Clerk's Office, shown on the attached plat labeled "ACSA Waterline Esm'T. D.B. 816, Pg 492 (To Be Vacated)". The ACSA hereby **VACATES, ABANDONS, QUITCLAIMS** and **EXTINGUISHES** all right, title and interest in the waterline easement of record in the Clerk's Office of the Circuit Court of Albemarle County in Deed Book 816, page 492. Said easement is also shown on a plat of record in the aforesaid Clerk's Office in Deed Book \_\_\_\_\_, page \_\_\_\_\_.

**[This space intentionally left blank]**

**IN WITNESS WHEREOF**, the Mayor of the City of Charlottesville, Virginia,  
was authorized by City Council to sign this Deed of Easement pursuant to an Ordinance  
adopted \_\_\_\_\_, 2010.

**WITNESS** the following signature and seal:

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_ (SEAL)  
Dave Norris, Mayor

STATE OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2010, by Dave Norris, Mayor of the City of Charlottesville, Virginia.

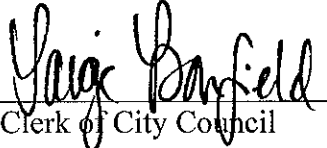
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Registration #: \_\_\_\_\_

**A RESOLUTION  
AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT WITH  
ALBEMARLE COUNTY SERVICE AUTHORITY  
FOR THE INSTALLATION OF WATER LINES AT THE  
CHARLOTTESVILLE TRANSIT SERVICE OPERATIONS CENTER  
(1545 AVON STREET)**

**BE IT RESOLVED** by the Council for the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute on behalf of the City the attached Deed of Easement with Albemarle County Service Authority for the installation of water lines at 1545 Avon Street (Public Works Center-CTS Operations Center), in form approved by the City Attorney.

Approved by Council  
May 17, 2010

  
Clerk of City Council



**TMP 077E2-00-00-00300**

**PREPARED BY:** Charlottesville City Attorney's Office

*Exempt from recordation taxes pursuant to Va. Code Sec. 58.1-811(A)(3)  
and Va. Code Sec. 58.1-811(C)(4)*

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good and valuable consideration, receipt of all of which is hereby acknowledged, the  
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unto the Albemarle County Service Authority a perpetual right of way and easement to  
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Plat as Parcel 3 on Albemarle County Tax Map 77E2, and being a portion  
of the property acquired by the Grantor in Deed Book 2878, Page 685.

Reference is made to the Plat, a copy of which is attached hereto to be recorded herewith, for the exact location and dimension of the permanent easement hereby granted and the property over which the same crosses.

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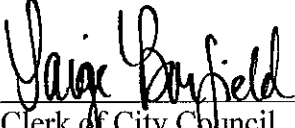
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My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
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Clerk of City Council

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**IN WITNESS WHEREOF**, the Mayor of the City of Charlottesville, Virginia,  
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**WITNESS** the following signature and seal:

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_ (SEAL)  
Dave Norris, Mayor

STATE OF VIRGINIA  
COUNTY/CITY OF \_\_\_\_\_, to wit:

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My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Registration #: \_\_\_\_\_

**RESOLUTION**  
**Funds for Winneba, Ghana Delegation Visit**  
**\$15,000**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Charlottesville, Virginia that the sum of \$15,000 is hereby allocated from currently appropriated funds in the Sister City Commission account in the General Fund:

\$15,000

Fund: 105

Cost Center: 1001002000

Approved by Council  
May 17, 2010

  
Clerk of City Council

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Fund: 105

Cost Center: 1001002000

Approved by Council  
May 17, 2010

  
Clerk of City Council



## RESOLUTION

**WHEREAS**, the 1995 Virginia General Assembly enacted the Virginia Juvenile Community Crime Control Act to establish balanced, community-based systems of sanctions, programs and services for juvenile offenders effective January 1, 1996, and

**WHEREAS**, the Department of Juvenile Justice has approved funding for the City of Charlottesville through the Virginia Juvenile Community Crime Control Act, and

**WHEREAS**, the City of Charlottesville has submitted a plan together with the County of Albemarle to the Department, designating Charlottesville as the fiscal agent, to use the Virginia Juvenile Community Crime Control funds to provide services to youth who come before the Juvenile and Domestic Relations Court.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City of Charlottesville will participate in the Virginia Juvenile Community Crime Control Act and accept funds appropriate for the purpose set forth in this Act until written notice to the contrary is provided to the Department of Juvenile Justice.

**BE IT FURTHER RESOLVED THAT** the City Manager is hereby authorized to execute a local plan on behalf of the City of Charlottesville.

Approved by Council  
May 17, 2010

  
Clerk of City Council

## RESOLUTION

**WHEREAS**, the 1995 Virginia General Assembly enacted the Virginia Juvenile Community Crime Control Act to establish balanced, community-based systems of sanctions, programs and services for juvenile offenders effective January 1, 1996, and

**WHEREAS**, the Department of Juvenile Justice has approved funding for the City of Charlottesville through the Virginia Juvenile Community Crime Control Act, and

**WHEREAS**, the City of Charlottesville has submitted a plan together with the County of Albemarle to the Department, designating Charlottesville as the fiscal agent, to use the Virginia Juvenile Community Crime Control funds to provide services to youth who come before the Juvenile and Domestic Relations Court.

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Approved by Council  
May 17, 2010

  
Clerk of City Council

**AN ORDINANCE  
AUTHORIZING THE CONVEYANCE OF  
A PERMANENT EASEMENT AND RIGHT OF WAY  
TO ALEX AND JOAN GULOTTA  
FOR A SEWER EASEMENT THROUGH GREENBRIER PARK.**

**WHEREAS**, Alex and Joan Gulotta, the owners of property designated as Parcel 60 on City Real Estate Tax Map 43B, wish to acquire a permanent sewer easement and right-of-way across Greenbrier Park, as shown on the attached plat dated March 12, 2010, last revised March 24, 2010; and

**WHEREAS**, in accordance with Virginia Code sec. 15.2-1800 (B), a public hearing was held to give the public an opportunity to comment on the proposed conveyance of the easement across City property as requested by Alex and Joan Gulotta; and,

**WHEREAS**, the Department of Public Works/Utilities, and Department of Parks and Recreation have reviewed the proposed conveyance and have no objection thereto;

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Charlottesville, Virginia that the Mayor is authorized to execute a deed of easement, in form approved by the City Attorney, for a 15' wide permanent sewer easement across Greenbrier Park (TMP 42B-85) to Alex and Joan Gulotta, shown on the attached plat by Steven L. Key, dated March 12, 2010, revised March 24, 2010. The City Attorney is hereby authorized to take whatever steps are necessary to effect the closing of said conveyance.

Approved by Council  
May 17, 2010

  
Clerk of City Council

**AN ORDINANCE  
APPROVING A REQUEST TO REZONE PROPERTY LOCATED AT  
1512 EAST MARKET STREET  
TO PLANNED UNIT DEVELOPMENT (PUD)**

**WHEREAS**, Jefferson Area Board for the Aging (“Applicant”), the Owner of property designated as 1512 East Market Street and identified on City Tax Map 56 as Parcels 40.4 and 109, submitted an application seeking a rezoning of such properties from R-1S (Residential) 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 April 12, 2010, following notice to the public and to adjacent property owners as required by law; and

**WHEREAS**, legal notice of the public hearing held on April 12, 2010 was advertised in accordance with Va. Code Sec. 15.2-2204; and

**WHEREAS**, the Applicant submitted a Preliminary Proffer Statement on April 2, 2010, as required by City Code Section 34-64(a), and presented the Preliminary Proffer Statement to the Planning Commission on April 12, 2010; and

**WHEREAS**, on April 12, 2010, the Planning Commission voted to recommend approval of the Proposed Rezoning to the City Council on the basis of general welfare or good zoning practice; and

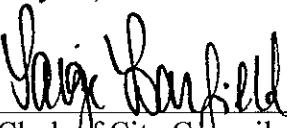
**WHEREAS**, the Applicant submitted a Final Proffer Statement, as required by City Code Section 34-64(c), and the Final Proffer Statement has been submitted and made a part of these proceedings; and

**WHEREAS**, this Council finds and determines that the public necessity, convenience, general welfare or good zoning practice requires the Proposed Rezoning; that both the existing zoning classifications (R-1S Residential) and the proposed “PUD” zoning classification (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-1S Residential to Planned Unit Development”, subject to the proffered development conditions set forth within the Final Proffer Statement, all of the property located at 1512 East Market Street, identified on City Tax Map 56 as Parcels 40.4 and 109, collectively consisting of approximately 2.92 acres.

Approved by Council  
May 17, 2010

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

**A RESOLUTION  
APPROPRIATING FUNDS FOR  
THE CITY OF CHARLOTTESVILLE'S DIALOGUE ON RACE INITIATIVE**

**WHEREAS**, the City of Charlottesville has been engaged in an initiative to address race relations in our community entitled Charlottesville's Dialogue on Race; and

**WHEREAS**, over 600 people registered to participate in the first phase of study circles for the initiative; and

**WHEREAS**, the second phase of the project will include the implementation of action ideas generated by the study circles; and

**WHEREAS**, Virginia National Bank and University Baptist Church in Charlottesville have graciously contributed to the success of the Dialogue through generous donations;

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the donations received by Virginia National Bank (\$5,000) and University Baptist Church (\$100) are hereby appropriated in the following manner:

**Revenue – \$5,100**

Fund: 105                      Internal Order: 2000079                      G/L Account: 451020

**Expenditures - \$5,100**

Fund: 105                      Internal Order: 2000079                      G/L Account: 599999

Approved by Council  
May 17, 2010

  
Clerk of City Council

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APPROPRIATING FUNDS FOR  
THE CITY OF CHARLOTTESVILLE'S DIALOGUE ON RACE INITIATIVE**

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**Revenue – \$5,100**

Fund: 105                      Internal Order: 2000079                      G/L Account: 451020

**Expenditures - \$5,100**

Fund: 105                      Internal Order: 2000079                      G/L Account: 599999

Approved by Council  
May 17, 2010

  
Clerk of City Council

**APPROPRIATION**

Police Department - Special Events Overtime and Misc. Revenue  
\$34,150

**WHEREAS**, the City of Charlottesville Police Department has received revenue, in excess of budgeted revenue, for the current fiscal year for special events overtime, and misc. revenues and fees, totaling \$34,150; and

**WHEREAS**, this revenue (\$34,150) is proposed to cover operational expenses of the Police specified below for the remainder of the fiscal year.

**NOW, THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that the sum of \$34,150 which has been received is hereby appropriated as follows:

**Revenue**

Fund	Cost Center	G/L Account	Amount
105	3101001000	434580- False Alarm Fees	\$11,513
105	3101001000	433040-Reimbursable Overtime	\$20,047
105	3101001000	434810 – Misc Sales	\$ 2,590

**Expenditures**

Fund	Cost Center	G/L Account	Amount
105	3101001000	520990 – Other supplies	\$34,150

Approved by Council  
May 17, 2010

  
Clerk of City Council

RESOLUTION

2009/2010 Winter Storm Costs - \$1,024,512

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia, that \$1,024,512 be transferred to and from the following accounts.

Transfer From

<u>Fund</u>	<u>Cost Center</u>	<u>G/L Account</u>	<u>Amount</u>
105	3211001000	510060	\$ 78,745
105	3211001000	511010	\$ 6,024
105	3211001000	599999	\$ 3,921
105	3671001000	510060	\$ 56,940
105	3671001000	511010	\$ 2,352
105	3671001000	599999	\$ 38,343
105	3101001000	510060	\$ 19,454
105	3101001000	511010	\$ 1,150
105	3101001000	599999	\$ 2,200
105	2443001000	510060	\$ 142,321
105	2443001000	511010	\$ 10,888
105	2443001000	599999	\$ 26,735
105	2443002000	510060	\$ 101,975
105	2443002000	511010	\$ 7,801
105	2443002000	599999	\$ 397,786
105	2422001000	510060	\$ 13,936
105	2422001000	511010	\$ 1,066
631	2701001000	599999	\$ 37,405
245	2801001000	510060	\$ 17,598
245	2801001000	511010	\$ 1,346
245	2801001000	599999	\$ 2,172
212	3301001000	510060	\$ 3,265
212	3301001000	511010	\$ 270
213	3411001000	510060	\$ 1,475
213	3411001000	511010	\$ 113
213	3411001000	599999	\$ 354
425	P-00589	561000	\$ 43,905
425	P-00589	561000	\$ 4,972
			\$ 1,024,512

Transfer To

<u>Fund</u>	<u>Cost Center</u>	<u>G/L Account</u>	<u>Amount</u>	
425	P-00589	510060	\$ 435,709	Overtime
425	P-00589	511010	\$ 31,011	Social Security/Medicare
425	P-00589	599999	\$ 508,915	Expenses
609	3801001000	498010	\$ 43,905	Golf Course
245	2801001000	498010	\$ 4,972	
			\$ 1,024,512	



**Schedule by Department**

<b>Fire</b>	105	3211001000	510060 Overtime	\$	78,745
			511010 Social Security FICA	\$	6,024
			599999 Expenses	\$	<u>3,921</u>
			Total	\$	88,690
<b>Parks</b>	105	3671001000	510060 Overtime	\$	56,940
			511010 Social Security FICA	\$	2,352
			599999 Expense	\$	<u>38,343</u>
			Total	\$	97,635
<b>Golf Course</b>	609	3801001000	498010 Lost Revenue		43,905
<b>Police</b>	105	3101001000	510060 Overtime	\$	19,454
			511010 Social Security FICA	\$	1,150
			599999 Expenses	\$	<u>2,200</u>
			Total	\$	22,804
<b>Public Works</b>	105	2443001000	510060 Overtime		142,321
			511010 Social Security FICA		10,888
			599999 Expenses		26,735
	105	2443002000	510060 Overtime		101,975
			511010 Social Security FICA		7,801
			599999 Expenses		397,786
	105	2422001000	510060 Overtime		13,936
			511010 Social Security FICA		1,066
	631	2701001000	599999 Expenses		<u>37,405</u>
	Total				739,913
<b>Transit</b>	245	2801001000	510060 Overtime	\$	17,598
			511010 Social Security FICA	\$	1,346
			599999 Expenses	\$	2,172
			498010 Lost Revenue	\$	<u>4,972</u>
			Total	\$	26,088
<b>Social Services</b>	212	3301001000	510060 Overtime	\$	3,265
			511010 Social Security FICA	\$	<u>270</u>
			Total	\$	3,535
<b>Community Attention</b>	213	3411001000	510060 Overtime	\$	1,475
			511010 Social Security FICA	\$	113
			599999 Expenses	\$	<u>354</u>
			Total	\$	1,942
			Grand Total	\$	<u><u>1,024,512</u></u>

Approved by Council

May 17, 2010

  
 Clerk of City Council

**RESOLUTION  
ACCEPTING ROY'S PLACE LOCATED IN THE  
ROY'S PLACE SUBDIVISION  
INTO THE CITY STREET SYSTEM FOR MAINTENANCE**

**BE IT RESOLVED**, by the Council of the City of Charlottesville, Virginia, on recommendation of the City Engineer, that Roy's Place located in the Roy's Place Subdivision is hereby accepted into the City street system for maintenance. The subject roadway has been built to the specifications and standards required by the city approved plan.

Approved by Council  
May 17, 2010

  
Clerk of City Council

**RESOLUTION  
ACCEPTING BAYLOR LANE AND BAYLOR COURT  
LOCATED IN CARTER'S VIEW SUBDIVISION  
INTO THE CITY STREET SYSTEM FOR MAINTENANCE**

**BE IT RESOLVED**, by the Council of the City of Charlottesville, Virginia, on recommendation of the City Engineer, that Baylor Lane and Baylor Court located in the Carter's View Subdivision are hereby accepted into the City street system for maintenance. The subject roadway has been built to the specifications and standards required by the city approved plan.

Approved by Council  
May 17, 2010

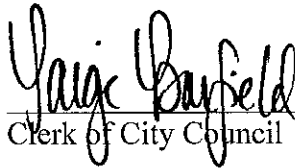
  
Clerk of City Council

**RESOLUTION**

**BE IT RESOLVED** that the Mayor is hereby authorized to sign the following amended agreement, in form approved by the Deputy City Attorney:

**AGREEMENT BETWEEN THE ALBEMARLE COUNTY BOARD OF SUPERVISORS AND THE CHARLOTTESVILLE CITY COUNCIL ON THE COMMISSION ON CHILDREN AND FAMILIES, AS REVISED AND SHOWN ON THE ATTACHED DOCUMENT.**

Approved by Council  
May 17, 2010

  
Clerk of City Council

**AGREEMENT BETWEEN THE  
ALBEMARLE COUNTY BOARD OF SUPERVISORS  
AND THE CHARLOTTESVILLE CITY COUNCIL ON  
THE COMMISSION ON CHILDREN AND FAMILIES**

The Albemarle County Board of Supervisors (the "County") and the Charlottesville City Council (the "City") agree to join together to form the Commission on Children and Families (the "Commission") whose sole responsibility shall be to plan, coordinate, monitor and evaluate a community wide system of children and family agencies. The intended goal of the Commission is to improve services to children, youth and families, to be accountable for the efficient use of public/private resources and to be responsive to the changing needs of the community. In doing so, we agree to the following:

- 1) With respect to the STRUCTURE OF THE COMMISSION, the City and the County agree that:
  - a) The Commission shall consist of twenty-eight voting members. Eleven of the voting members shall be citizen representatives ("Citizen Members"): five appointed by the County, five appointed by the City and one jointly appointed private service provider. Of the eleven citizen members, at least one appointee from each jurisdiction must be a parent, and at least one appointee from each jurisdiction must be a youth under the age of eighteen years at the time his or her appointment takes effect. Fourteen of the voting members shall be as follows ("Agency Members"): the School Division Superintendent from both the City and the County; one elected School Board member from both the City and the County; the Director of the Department of Social Services from both the City and the County; the Chief of Police from both the City and the County; the Director of Parks and Recreation from both the City and the County; the Director of the Sixteenth District Court Services Unit; the Director of the Thomas Jefferson Health District; the Director of Region Ten Community Services Board; a representative of the University of Virginia; an Albemarle Assistant County Executive; a City representative that represents senior management/leadership, as designated by the City Manager; and the President of the United Way – Thomas Jefferson Area.
  - b) Terms of Appointment. Each Citizen Member of the Commission shall be appointed for a term that shall expire three years from the first day of July of the year of appointment, except the youth Citizen Members shall be appointed for a term that shall expire one year from the first day of July of the year of appointment. With the exception of the private service provider representative, each Citizen Member shall be eligible for reappointment to one additional term of the same length as the initial appointment. The private service provider shall not be eligible for reappointment to a second term. Notwithstanding the foregoing, any Citizen Member, including the private service provider, who is initially appointed to fill a vacancy, may serve an additional successive term. Appointment shall be staggered for continuity. Each Agency Member of the Commission shall serve for as long as they hold their public office or until replaced by the appointing authority.

- c) Manner of Appointments. The City and/or County shall appoint the specific individuals representing that locality who will serve on the Commission, unless the member is solely designated by his position or office, and by identifying the date upon which that individual's appointed term will expire, if applicable. The representative of the University of Virginia will be jointly appointed by the City and the County.
- 2) With respect to the RESPONSIBILITIES OF THE COMMISSION, the City and the County agree that the Commission shall:
- a) ~~Adhere to the responsibilities of the Community Policy and Management Team set forth in the Virginia Code Section 2.2-5200 et seq.;~~
  - ab) Provide comprehensive short and long range planning for children and family services within the Charlottesville/Albemarle community;
  - be) Make program and funding recommendations to the City and County governing bodies within the budgetary procedures and guidelines set by each jurisdiction;
  - cd) Review and evaluate current service delivery systems to ensure that the needs of children and families are being met effectively and efficiently;
  - de) Identify and encourage new and innovative approaches to program development for children and families;
  - ef) Identify additional public and private funding sources for children and youth programs;
  - fg) Participate in the yearly evaluation of the director of Commission staff;
  - gh) Provide structured opportunities for community input and participation on the needs of families, e.g. public hearings workshops focus groups and work teams;
  - hi) Provide an annual report to the Board of Supervisors and City Council to insure that the County and City are in agreement with the policy and direction set by the Commission.
- 3) With respect to STAFFING OF THE COMMISSION, the City and the County agree that:
- a) Staff will be hired, supervised and evaluated as mutually agreed upon by the City and the County with assistance and input from the Commission;
  - b) Staff will be employees of the County of Albemarle subject to all personnel policies and entitled to all its benefits; ~~provided, however, that one current GCF employee will remain a City employee, subject to all City policies and benefits, until his retirement.~~

- 4) With respect to FUNDING OF THE COMMISSION, the City and the County intend to:
- a) Provide an annual contribution as mutually agreed upon for the operation of the Commission;
  - b) Direct the Commission on Children and Families to actively seek funding for children and family projects from other sources, including public and private grants, local service groups and the business community;
  - ~~e) Pool all Comprehensive Services Act (CSA) administrative funds for the operations of the Commission. Each jurisdiction will continue to provide the required matching funds for CSA services according to the state formula subject to annual appropriation;~~
  - ce) The County of Albemarle will provide fiscal and legal services to the Commission for an administrative fee equal to one percent (1%) of the Commission's operating budget for a period of five (5) years beginning January 1, 2007. At the conclusion of the five year period the City and County will negotiate a fiscal agent fee consistent with the fee charged for other joint City – County agencies.

ALBEMARLE COUNTY BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
DATE

CITY OF CHARLOTTESVILLE

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

Approved as to form:

\_\_\_\_\_  
County Attorney

Approved as to form:

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

Last amended: \_\_\_\_\_ October 1, 2007.

**RESOLUTION**

**BE IT RESOLVED** that the Mayor is hereby authorized to sign the following amended agreement, in form approved by the Deputy City Attorney:

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Approved by Council  
May 17, 2010

  
Clerk of City Council



**AGREEMENT BETWEEN THE  
ALBEMARLE COUNTY BOARD OF SUPERVISORS  
AND THE CHARLOTTESVILLE CITY COUNCIL ON  
THE COMMISSION ON CHILDREN AND FAMILIES**

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  - b) Terms of Appointment. Each Citizen Member of the Commission shall be appointed for a term that shall expire three years from the first day of July of the year of appointment, except the youth Citizen Members shall be appointed for a term that shall expire one year from the first day of July of the year of appointment. With the exception of the private service provider representative, each Citizen Member shall be eligible for reappointment to one additional term of the same length as the initial appointment. The private service provider shall not be eligible for reappointment to a second term. Notwithstanding the foregoing, any Citizen Member, including the private service provider, who is initially appointed to fill a vacancy, may serve an additional successive term. Appointment shall be staggered for continuity. Each Agency Member of the Commission shall serve for as long as they hold their public office or until replaced by the appointing authority.

- c) Manner of Appointments. The City and/or County shall appoint the specific individuals representing that locality who will serve on the Commission, unless the member is solely designated by his position or office, and by identifying the date upon which that individual's appointed term will expire, if applicable. The representative of the University of Virginia will be jointly appointed by the City and the County.
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  - fg) Participate in the yearly evaluation of the director of Commission staff;
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  - b) Direct the Commission on Children and Families to actively seek funding for children and family projects from other sources, including public and private grants, local service groups and the business community;
  - ~~c) Pool all Comprehensive Services Act (CSA) administrative funds for the operations of the Commission. Each jurisdiction will continue to provide the required matching funds for CSA services according to the state formula subject to annual appropriation;~~
  - cd) The County of Albemarle will provide fiscal and legal services to the Commission for an administrative fee equal to one percent (1%) of the Commission's operating budget for a period of five (5) years beginning January 1, 2007. At the conclusion of the five year period the City and County will negotiate a fiscal agent fee consistent with the fee charged for other joint City – County agencies.

ALBEMARLE COUNTY BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
DATE

CITY OF CHARLOTTESVILLE

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

Approved as to form:

\_\_\_\_\_  
County Attorney

Approved as to form:

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

Last amended: \_\_\_\_\_ October 1, 2007.

**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; FIXING THE FORM, DENOMINATION AND CERTAIN OTHER FEATURES OF SUCH BONDS; AND PROVIDING FOR THE SALE OF SUCH BONDS AND DELEGATING TO THE CITY MANAGER OR THE CHIEF OPERATING OFFICER/CHIEF FINANCIAL OFFICER CERTAIN POWERS WITH RESPECT THERETO**

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) 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.

(b) 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.

SECTION 2. (a) 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, there are 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, Series 2010" (the "Bonds").

(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 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 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) 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 his address 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.

(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 The Depository Trust Company, New York, New York ("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., 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.

(iv) So long as the Bonds are in book-entry-only form, any notice of redemption will be given only to DTC or its nominee. The City shall not be responsible for providing any beneficial owner of the Bonds any notice of redemption.

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 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 an authorized signator of the Registrar. Upon the authentication of any Bonds, the Registrar 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.

(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.

(c) Interest on the Bonds shall be payable by check mailed by the Registrar 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 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, the Registrar, under such reasonable regulations as the Registrar 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 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 person in whose name it is registered, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer duly executed by the registered owner or his duly authorized agent, in form satisfactory to the Registrar.

(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 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 purchaser of the Bonds.

SECTION 7. (a) 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 that it shall comply with the provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the "1986 Code") and the applicable Treasury Regulations promulgated under such Sections 103 and 141-150 so long as any such Bonds are outstanding.

(b) In the event the City shall determine to issue all or a portion of the Bonds as taxable "Build America Bonds", the City Manager is hereby authorized to irrevocably elect to have Section 54AA of the 1986 Code apply to such Bonds and the City Manager, the Director of Finance and other City officials are hereby authorized to take all such actions as shall be necessary in order for such Bonds to meet the requirements of the Section 54AA of the 1986 Code and the applicable Treasury Regulations promulgated thereunder.

(c) In the event the City shall determine to issue all or a portion of the Bonds as "bank qualified bonds" under Section 265(b)(3) of the 1986 Code, the City Manager is hereby authorized to designate such Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the 1986 Code.

SECTION 8. The Bonds shall be issued in the principal amount of not to exceed \$16,000,000 for the purpose of providing net proceeds of sale sufficient to finance the costs of the following public improvement projects of and for the City in substantially the respective amounts set forth below:



<u>Projects</u>	<u>Amounts</u>
Public Schools	\$ 750,000
Public Buildings	750,000
Public Safety	877,879
Transportation and Access Improvements (Including Public Street, Bridge and Sidewalk Improvements)	1,922,121
Parks and Recreation	5,700,000
Water System Improvements	1,500,000
Sewer System Improvements	<u>3,442,000</u>
	\$14,942,000

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-seven percent (97%) 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 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 published and distributed a Notice of Sale of the Bonds in such form and containing such terms and conditions as he may deem advisable, subject to the provisions hereof. In lieu of publishing the full text of the Notice of Sale in accordance with the provisions of the immediately preceding sentence, the City Manager is hereby authorized to cause a Summary Notice of Sale in such form as the City Manager shall approve to be published in *The Bond Buyer* on a date selected by the City Manager.

(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 to the City for the Bonds of any series exceed six percent (6%) (*provided, however*, that in calculating the true interest cost to the City for any series of Build America Bonds the City may take into account any interest rate subsidy payable to the City by the United States); 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 Bond Purchase Contract 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 and the Chief Operating Officer/Chief Financial Officer are 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 County'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 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. The Council hereby authorizes the City to make expenditures for the purpose for which the Bonds are to be issued in advance of the issuance and receipt of the proceeds of the Bonds and to reimburse such expenditures from the proceeds of the 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 1986 Code.

SECTION 12. There is hereby delegated to the Chief Operating Officer/Chief Financial Officer the authority to take any action the City Manager is authorized to take under this resolution in the absence or unavailability of the City Manager.

SECTION 13. 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 14. All ordinances, resolutions and proceedings in conflict herewith are, to the extent of such conflict, repealed.

SECTION 15. This resolution shall take effect upon its adoption.

Approved by Council  
May 17, 2010



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Clerk of Council

**EXHIBIT A**

**UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA  
CITY OF CHARLOTTESVILLE  
GENERAL OBLIGATION PUBLIC  
IMPROVEMENT BOND, SERIES 2010**

**REGISTERED**

**REGISTERED**

NO. R-\_\_\_

\$ \_\_\_\_\_

**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 \_\_\_\_\_, 20\_\_ 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 hereinafter mentioned to the Registered Owner hereof at his address as it appears on the books of registry kept by the Registrar, 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 hereinafter mentioned to

the Registered Owner hereof at his address as it appears on the books of registry kept by the Registrar, 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, 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, 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 issue 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 \_\_\_\_\_, 20\_\_, 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 his address as it appears on the books of registry kept by the Registrar 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.

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 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 his attorney duly authorized in writing, on the books of registry kept by the Registrar for such purpose at the office of the Registrar, 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.

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

Dated: \_\_\_\_\_, 20\_\_

**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:

[Empty rectangular box for Social Security or other identifying number]

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 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.