



## CITY COUNCIL AGENDA November 5, 2021

### Members

Nikuyah Walker, Mayor  
Sena Magill, Vice Mayor  
Heather D. Hill  
Michael K. Payne  
J. Lloyd Snook, III  
Kyna Thomas, Clerk

### 3:00 PM Special Meeting

By order of the Charlottesville City Council, pursuant to Virginia Code 2.2-3707.D and Section 15.2-1418, a special meeting was called and noticed on November 3, 2021. Register at [www.charlottesville.gov/zoom](http://www.charlottesville.gov/zoom). Virtual/electronic meeting in accordance with a local ordinance amended and re-enacted October 4, 2021, to ensure continuity of government and prevent the spread of disease during a declared State of Emergency. Individuals with disabilities who require assistance or special arrangements to participate in the public meeting may call (434) 970-3182 or submit a request via email to [ada@charlottesville.gov](mailto:ada@charlottesville.gov). The City of Charlottesville requests that you provide a 48 hour notice so that proper arrangements may be made.

### Welcome

### Introduction of the Interim City Manager

### Statement from the Interim City Manager

### Q&A Session

1. Councilors
2. Media
3. Citizens

### Final remarks from Councilors

### Action Item

4. Resolution\*: Approving the appointment of Interim City Manager and Ratifying/Approving the employment contract (1 reading)

## **RESOLUTION**

**WHEREAS** the Charlottesville City Council desires to elect and appoint Marc Woolley to serve as Interim Charlottesville City Manager, pursuant to the Charlottesville City Charter (1946) as amended; and

**WHEREAS** Mr. Woolley has agreed to accept election and appointment as City Manager, upon certain terms and conditions set forth in writing and accepted by Mr. Woolley on October 30, 2021 (“Offer”);

**NOW THEREFORE BE IT RESOLVED** by the Council of the City of Charlottesville, Virginia that the Offer of employment given by City Council and accepted by Marc Woolley is hereby ratified and approved, and City Council hereby appoints, elects and employs Mr. Woolley as Interim City Manager upon the terms and conditions set forth in the Offer. Mr. Woolley will take steps necessary to qualify for office in accordance with the City Charter.



**FOR IMMEDIATE RELEASE**  
**November 5, 2021**

## **Charlottesville City Council appoints Marc Woolley as Interim City Manager**

*Woolley has served most recently as Business Administrator in the City of Harrisburg, PA*

### **CHARLOTTESVILLE, VA – Charlottesville City Council announces the appointment of Marc Woolley as Interim City Manager.**

Mr. Woolley, age 52, has served most recently as Business Administrator in the City of Harrisburg, PA since October 2017 where he oversaw the departments of Finance and Procurement, Information Technology, Human Resources, Communications, Risk Management, and Tax Collection. He served previously as Deputy General Counsel, Chief Compliance Officer and Corporate Secretary for the Hershey Trust Company in Hershey, PA, and was Of Counsel to Ballard Spahr LLP in Philadelphia, PA.



Mr. Woolley's other public service positions include service as Assistant to the Chairman and Director of Claims Administration for the Delaware River Port Authority in Camden, NJ, and General Counsel for the Philadelphia Housing Authority. Mr. Woolley was also an appointed member of the Chester Upland School District's Empowerment Board in Delaware County, PA and served as its chairman.

"Marc Woolley has a long record of helping governments in times of transition," said Charlottesville City Councilor Lloyd Snook. "His management style is very collaborative, and we on Council believe that he will lead us well through a difficult time."

Mr. Woolley holds a B.A. in Psychology from Georgetown University and a J.D from Boston College Law School.

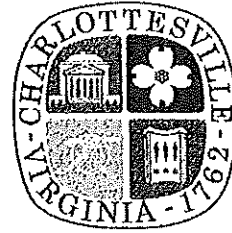
"I am looking forward to working with the Charlottesville community, staff and City Council during this transitional time," said Woolley. "Charlottesville is an amazing city full of history and I am fortunate to be joining and leading the city team."

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# CITY OF CHARLOTTESVILLE

## *City Council*

City Hall | Post Office Box 911  
Charlottesville, Virginia 22902  
(434) 970-3113  
council@charlottesville.gov



October 30, 2021

Sent via email to:

Mr. Marc Woolley  
[Msgwoolley@verizon.net](mailto:Msgwoolley@verizon.net)

Dear Mr. Wooley,

Pursuant to the City of Charlottesville Charter (1946) as amended, and on behalf of the Charlottesville City Council, I am pleased to offer you employment in the position of Interim City Manager for the City of Charlottesville, Virginia. This offer and its terms and conditions are subject to and conditioned upon your appointment ("election") by vote of City Council at a public meeting, which will be scheduled as soon as possible after your acceptance of this offer, and upon adoption by City Council of a resolution ratifying the terms and conditions of this offer. If you accept this offer and are duly appointed as Interim City Manager, your duties, responsibilities and powers will be governed by the Constitution of Virginia, the Charlottesville City Charter, the Code of Virginia (1950), as amended, and the Code of the City of Charlottesville (1990), as amended.

If you choose to accept this offer, the terms and conditions of your employment as Interim City Manager will be as follows:

1. As Interim City Manager, you will be paid an annual salary of \$205,000.00, payable in bi-weekly installments (26 pay periods per year) at the same time and in the same manner as other employees of the City. You will be eligible to receive the same raises in pay or cost of living salary adjustments provided to other employees of the City.
2. You will be eligible for the City's standard benefits package for full-time employees who hold senior level positions. The benefits package includes options for annual leave, sick leave, paid holidays, retirement benefits, health insurance, life and disability insurance, and flexible spending accounts. Insurance coverage for your wife and dependents is available for the cost of the premium but is not subsidized.
3. The City will reimburse you for, or pay directly, direct expenses you incur in performing services on behalf of the City. The City will also provide you with a parking space adjacent to City Hall (either a reserved space, or a space within the Market Street parking garage, paid directly by the City) at no cost to you.

4. The City will reimburse you for, or pay directly, training, travel and subsistence expenses associated with official City business, including meetings and conferences adequate to continue your professional development, within annually budgeted limits.

5. The City will reimburse you for, or pay directly, professional dues and subscriptions for full participation in organizations necessary and desirable for continued professional growth and for the good of the City, within annually budgeted limits.

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

7. Recognizing that your job will routinely require the use of an automobile in the conduct of official City business, you will be provided a car allowance of \$500 per month. You will also be provided a City laptop, tablet, mobile phone, and data service for each device, for City business use.

8. The City will reimburse you for reasonable relocation expenses and temporary housing expenses incurred by you, not to exceed the amount of ten thousand dollars (\$10,000.00).

9. You will begin work within ten (10) business days (Monday – Friday, not counting holidays observed by the City) of a public vote by City Council approving your appointment as Interim City Manager, or December 1, 2021, whichever is later (“Commencement Date”). You will work with the City’s Communications Office to develop a press release to be issued jointly by the City and your current employer, announcing the transition to City employment.

10. By accepting this offer you acknowledge and understand that City Council is engaging you on an interim basis, during a difficult period of organizational instability and change. City Council anticipates that you will undertake actions necessary to promote stability within the organization and facilitate the completion of several major projects—among them: completion of a 5-year update to the City’s Comprehensive Plan; kick-off for a comprehensive rewrite of the Zoning Ordinance; and preparation and finalization of a Budget for Fiscal Year 2022-2023. Within 30 days of your Commencement Date, you and City Council will establish a plan of work with designated priorities, to guide the performance of your duties over this interim period.

11. You acknowledge and understand that it is City Council’s intention to conduct a broader, competitive executive search for selection of a permanent City Manager. Council expects to advertise the position in late April 2022 and anticipates that the executive search process will take approximately three months to complete. Nothing in this agreement precludes you from applying and competing for the permanent City Manager position.

12. In the event that you are not the individual who is ultimately appointed by Council as the permanent City Manager, you will automatically be relieved from duty as Interim City Manager effective on the date on which the permanent City Manager’s employment commences (i.e., the date on which the permanent City Manager “Takes Office”); notwithstanding this, the pay and benefits set forth within this offer will continue as severance,

through the date that is **(i)** twelve (12) months from your Commencement Date specified in Paragraph 9, above, or **(ii)** four (4) months from the date on which the permanent City Manager Takes Office, whichever is later. After the permanent City Manager Takes Office, City Council may condition the continued pay and benefits referenced in this paragraph upon your providing transition assistance to the City, upon request.

13. Nothing in this agreement precludes or restricts you from seeking or accepting continued employment with the City after a permanent City Manager Takes Office, in a different position, including, without limitation, as a deputy city manager.

14. Your employment as Interim City Manager is for an indefinite term and may be terminated by the City, or by you, for any reason (i.e., with or without cause), upon reasonable notice. In the event the City terminates your employment as Interim City Manager (other than as provided in Paragraph 12, above), the City will provide thirty (30) days' advance written notice of termination, and the pay and benefits set forth within this offer will continue as severance through the date that is twelve (12) months from your Commencement Date specified in Paragraph 9, above. Notwithstanding the foregoing, City Council may terminate your employment at any time, upon giving ten (10) days' advance written notice, for malfeasance in office or if you are convicted of a criminal offense; in such circumstances all pay and benefits will cease as of the effective date of termination.

15. This offer of employment, and all of the terms and conditions herein stated, are expressly made contingent upon my election/ appointment as Interim City Manager by vote of City Council, and City Council's adoption of a Resolution within an open public meeting ratifying the terms and conditions of this offer.

If the terms and conditions of this offer are agreeable to you, your immediate written acceptance of this offer is requested, on or before **5:00 p.m. on Monday, November 1, 2021**. Please indicate your acceptance by signing in the space provided, below, and return an electronic copy to me via electronic mail ([lsnook@charlottesville.gov](mailto:lsnook@charlottesville.gov)), with a copy to the City Attorney ([robertsonl@charlottesville.gov](mailto:robertsonl@charlottesville.gov)). The original signed acceptance should be hand-delivered or mailed (P.O. Box 911, Charlottesville, Virginia, 22902) to the City Attorney.

We hope you will accept, and we look forward to working with you in the service of the City of Charlottesville and its residents.

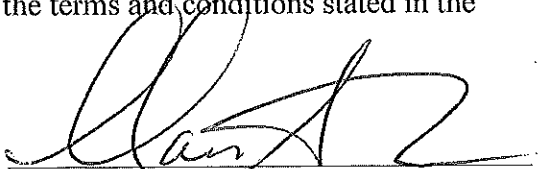
Sincerely yours,

*J. Lloyd Snook, III*

J. Lloyd Snook, III  
City Councilor

By my signature below, I agree to accept appointment and employment as Interim City Manager for the City of Charlottesville, Virginia, upon the terms and conditions stated in the foregoing letter.

Date: 10/30/21

Signature:   
Marc Woolley