

EMPLOYMENT AGREEMENT FOR CITY ASSESSOR

THIS AGREEMENT is made as of this 16th day of June, 2025, by and between the CITY OF CHARLOTTESVILLE, VIRGINIA, a municipal corporation acting by and through its City Council and, WILLIAM DAVID MILTON ("Employee").

RECITALS

The parties recite and declare:

1. The City is in need of the services of a person possessing the skills and ability required to be the City Assessor; and
2. Employee is currently employed as the Commercial Appraiser for the City Real Estate Assessor's Office; and
3. Employee, through education and experience possesses the requisite skills to perform these duties; and
4. The City Council desires, with the recommendation of the City Manager and Director of Finance, to appoint and employ Employee as City Assessor for the City, pursuant to the City's Charter ,Charlottesville City Code § 30-62 and § 11-92 (c).

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, City Council and Employee agree as follows.

SECTION ONE Employment

The City Manager and Director, with the consent of City Council, hereby appoints and employs Employee as the City Assessor of the City of Charlottesville, commencing on and effective as of August 1, 2025, (hereinafter "Effective Date") and Employee accepts and agrees to this appointment and employment.

SECTION TWO

Governing Law

This agreement and the employment of Employee as City Assessor shall be subject to all applicable provisions of the *Code of Virginia* (1950), as amended; the City's Charter and Charlottesville City Code § 30-62, and § 11-92); policies adopted by City Council, City Manager, and Director of Finance; and provisions of the City's personnel policies and procedures to the extent not altered by this Agreement.

SECTION THREE

Duties

1. Employee shall devote his full time and attention to the position of City Assessor as of the Effective Date. Employee shall perform all statutory responsibilities set forth in the *Code of Virginia* (1950), the City Charter, City Code, ordinances and resolutions of the City of Charlottesville, and policies, rules or regulations adopted by the Council, City Manager, and Director of Finance, as all may be amended from time to time. Employee shall be under the general direction and control of the Director of Finance.
2. As of the Effective Date, Employee shall also be responsible to perform such other legally permissible and proper duties and functions as the Director of Finance may from time to time assign. The Council, by action of a majority of the elected members of the Council, may fix any other duties and responsibilities upon the position of City Assessor. All duties, functions and responsibilities shall not be inconsistent with the provisions of this Employment Agreement, law and professional responsibility.

3. Employee shall remain in the exclusive employ of the City and devote all of the Employee's working time, attention, knowledge and skills solely to the interests of the City, and the City shall be entitled to all of the benefits arising from or incident to all work, services and advice of Employee. The term "Employee's working time" shall not be construed to include Employee's annual and compensatory time off.
4. Employee shall be subject to and comply with the rules and standards of conduct specified with the City's Personnel Regulations which are not inconsistent with this Agreement, including but not limited to City Policies regarding the code of ethics and conflicts of interest, non-discrimination, harassment/sexual harassment, retaliation and fraud.

SECTION FOUR Place of Employment

The duties and functions required of Employee under this Agreement shall be rendered at the Office of the City Assessor, located at 102 5th St NE, Charlottesville, VA 22902, and such other place or places as the Director of Finance shall in good faith require or as the interests and needs of the City shall require.

SECTION FIVE Term of Agreement

- A. Employee shall be appointed and employed as City Assessor as of the Effective Date and until terminated by City Council==pursuant to Charlottesville City Code § 30-62 with the understanding that Employee is appointed and engaged as an at-will employee of the City, serving at the pleasure of City Council, and reporting on a daily basis to the Director of Finance.
- B. Termination of Employment by Employee. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time, provided Employee gives written notice to the Director of Finance and the Mayor of the City at least sixty (60) days prior to the effective date of resignation unless the Director of Finance and Employee otherwise agree in writing to a shorter period of advance notice. The Director of Finance may pay Employee's then-current annual base salary for any remaining portion of this notice period in lieu of requiring Employee to remain in active employment.
- C. Termination of Employment by City Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the employment of Employee at any time, with or without cause, with the review and recommendation of the Director

of Finance, and the approval of City Council, subject to the provisions set forth herein.

SECTION SIX

Salary

City Council shall pay Employee, and Employee shall accept from City Council, a base annual salary of \$129,688 payable in installments, by direct deposit, on the same schedule as that for payroll for City employees. The City will deduct or withhold any taxes, FICA, or other deductions that the Employee is legally required to pay. Employee's salary may be adjusted from time to time by amendment of this Agreement or as otherwise agreed by the parties. Notwithstanding the foregoing, at no time shall such salary be less than that stated herein.

On each July 1 for the term of this agreement while the Employee remains employed with the City, the Employee's salary shall increase by the same percentage as any across-the-board cost of living or other pay increases approved by City Council within its operating budget for all regular full-time, non-unionized (Unaffiliated) City employees.

If the Employee is at the maximum (top) of their pay range, they may instead receive a lump sum payment equal to the percentage of increase that would have been applied to the base annual salary for that year. Employee's salary shall be in full compensation for all services.

This position is classified as exempt from overtime provisions under the Fair Labor Standards Act. Employee shall not be entitled to any compensatory time and/or overtime pay regardless of the number of hours worked within the pay period. The position is exempt from access to the City grievance procedure, pursuant to Va. Code § 15.2-1507(3).

SECTION SEVEN

Performance Evaluations

A. The Director of Finance shall annually review and evaluate the performance of Employee. Said evaluation shall occur on or before June 30 of each year and shall be based on and in accordance with specific criteria developed jointly by the Director of Finance and Employee. Said criteria may be changed from time to time by the Director of Finance, in consultation with Employee. The Director of Finance shall provide Employee with a written summary of the evaluation findings and provide an adequate opportunity for Employee to discuss the evaluation.

B. Annually, prior to the evaluation required above, the Director of

Finance, in consultation with Employee, shall establish goals and performance objectives that they determine necessary for the proper execution of Employee's responsibilities as provided herein and under law.

C. The Director of Finance may increase the compensation of Employee upon completion of Employee's annual performance evaluation provided for pursuant to this Section 7, subject to approval and appropriation by City Council. Increases in Employee's compensation will be based on successful performance attainment of goals as documented by the Employee and approved by Director of Finance.

SECTION EIGHT Benefits

A. As a current City employee, Employee's current benefits and retirement plan will remain in effect.

SECTION NINE General Provisions

A. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles. The parties agree that any legal action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the federal or state courts located within the jurisdiction of the City of Charlottesville Circuit Court, and the parties hereby consent to the personal jurisdiction and venue of such courts.

B. In the event of any dispute, claim, or legal action arising out of or related to this Agreement, each party shall bear their own attorney's fees, court costs, and other legal expenses incurred in connection with such dispute, claim, or legal action, whether incurred before or after the commencement of formal legal proceedings. This written Agreement embodies the whole agreement between the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either the City or Employee other than those contained in this Agreement.

C. All agreements and covenants in this Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if the invalid agreements or covenants were not contained herein, and the remainder of this Agreement shall not be affected and shall remain in full force and effect.

D. The failure of either party to enforce any provision of this Agreement or to exercise any right or remedy provided herein shall not be construed as a waiver of such provision, right, or remedy, unless such waiver is in writing and signed by the

waiving party. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision.

E. Any amendment, modification, or waiver of this Agreement or of any covenant, condition, or provision of it shall not be valid unless in writing executed by all parties.

F. This Agreement is personal to Employee and may not be assigned by Employee; this Agreement shall be binding upon and inure to the benefit of the heirs at law, administrators, and executors of Employee.

G. The headings of this Agreement are for the convenience of the parties only, and the recitals of this Agreement are hereby incorporated as if restated herein.

H. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

I. This Agreement shall become effective upon approval of City Council and the execution by both parties.

IN WITNESS THEREOF, the City Council has caused this Agreement to be signed and executed on its behalf by its Mayor, and the Employee has signed and executed this Agreement, to be effective as of the Effective Date provided above.

Signatures for Employment Agreement for City Assessor:

CITY COUNCIL,
CITY OF CHARLOTTESVILLE, VIRGINIA:

By _____
Mayor

WILLIAM DAVID MILTON

Employee

ATTEST AS TO FORM:

City Attorney

ADDENDUM A

[Insert the signed City Assessor Offer Letter dated June 3, 2025.]