

**FLUVANNA COUNTY BOARD OF SUPERVISORS**  
**REGULAR MEETING MINUTES**  
**Circuit Courtroom**  
**Fluvanna Courts Building**  
**September 15<sup>th</sup> 2010**  
**7:00 p.m.**

**MEMBERS PRESENT:** Gene F. Ott, Chairman  
Shaun V. Kenney, Vice-Chair [arrived at 7:08 p.m.]  
Mozell H. Booker  
Joseph C. Chesser  
Donald W. Weaver

**MEMBERS ABSENT:** John Y. Gooch [mission in Haiti]

**ALSO PRESENT:** Frank A. Pleva, Interim County Administrator  
Frederick W. Payne, County Attorney  
Darren Coffey, Planning Director  
Barbara Wall-Magee, Human Resource Manager  
Pat Groot, Grants Administrator  
Tammy Johnson, E-911 Coordinator  
John Robins, Public Works Director  
Garland Nuckols, Facilities Director  
Alice F. Jones, Clerk to the Board of Supervisors

**CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE**

Chairman Ott called the regular meeting of September 15<sup>th</sup> 2010 to order at 7:00 p.m. in the Circuit Courtroom of the New Courts Building in Palmyra, Virginia and the Pledge of Allegiance was recited after which, Chairman Ott called for a moment of silence.

**CHANGE IN AGENDA FORMAT**

Chairman Ott indicated he was making a change in the agenda order of business and was moving the Closed Meeting up for this meeting.

*Supervisor Kenney arrived at 7:08 p.m.*

**CLOSED MEETING**

**MOTION TO ENTER INTO A CLOSED MEETING:**

At 7:13 p.m. Mr. Weaver moved the Fluvanna County Board of Supervisors enter into a closed meeting pursuant to the provisions of Section 2.2-3711 of the Code of Virginia, 1950, as amended, for the purpose of discussing legal matters and personnel. Mr. Kenney seconded. The motion carried by a vote of 5-0. AYES: Booker, Chesser, Kenney, Weaver and Ott. NAYS: None. ABSENT: Gooch.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION:

At 7:22 p.m., Mr. Weaver moved the closed meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session. Mr. Kenney seconded. The motion carried by a vote of 5-0. AYES: Booker, Chesser, Kenney, Weaver and Ott. NAYS: None. ABSENT: Gooch.

MOTION:

At 7:23 p.m. the following resolution was adopted by the Fluvanna County Board of Supervisors following a closed meeting held Wednesday, September 15<sup>th</sup> 2010 on motion of Mr. Weaver, seconded by Mr. Kenney and carried by the following vote: AYES: Booker, Chesser, Kenney, Weaver and Ott. NAYS: None. ABSENT: Gooch.

“**BE IT RESOLVED** to the best of my knowledge (i) only public business matters lawfully exempted from open meeting requirements under Section 2.2-3711-A of the Code of Virginia, 1950, as amended, and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting.”

Closed Meeting Action - Personnel

MOTION:

Mr. Chesser moved to approve and authorize this agreement executed by resolution [attached hereto] of the Board of Supervisors to hire William P. Scudder as County Administrator. Mr. Kenney seconded. The motion carried with a vote of 5-0. AYES: Booker, Chesser, Kenney, Weaver and Ott. NAYS: None. ABSENT: Gooch.

Chairman Ott introduced Mr. William P. “Jay” Scudder and his wife Sheri. Mr. Scudder is the new Fluvanna County Administrator starting November 1<sup>st</sup> 2010. Mr. Scudder addressed the public and provided some information about himself and his wife and stated he was looking forward to moving to Fluvanna County.

Chairman Ott thanked Mr. Frank A. Pleva for his work here in Fluvanna County as the Interim County Administrator and was looking forward to his remaining time here in Fluvanna County until Mr. Scudder arrived.

REPORTS

Mr. Frank A. Pleva, Interim County Administrator, reported on the following items:

- updated the Board regarding the court decision on the JRWA Referendum
- apprised the Board that eight (8) states have been approved to receive federal funds and Fluvanna County is expected to receive \$790,738 [from the federal education jobs fund]
- apprised the Board that Henrico County will be celebrating its 400<sup>th</sup> anniversary and has requested to use the County seal while interviewing the County

Administrator regarding Fluvanna County which was once a part of the Henrico shire

- discussed the VACo Legislative Agenda
- discussed a cost reduction agreement from NACo to check utility invoices for refunds
- apprised the Board Ingrid Crump, part time clerk in the Administration office has resigned due to family issues
- reminded the Board about the annual employee picnic to be held on Thursday September 16<sup>th</sup> 2010 at the pole barn on Pleasant Grove
- apprised the Board that the EPA is threatening fines, withholding federal funds and providing proposals for cleaning up the bay area to include west of I95 which would encompass Fluvanna County

### **PUBLIC COMMENTS #1**

Chairman Ott opened the floor for the first round of public comments.

The following citizens addressed the Board with their concerns:

- Ms. Polly King, Palmyra District, addressed the Board regarding home concerts which is mainly a party with music [she has been holding such parties in her home since 2008]

With no one else wishing to speak, Chairman Ott closed the first round of public comments.

### **CONSENT AGENDA**

The following item was pulled from the consent agenda:

- AFD/Bowlesville Withdrawal

The following items were approved under the consent agenda:

#### **MOTION:**

Mr. Chesser moved to approve the consent agenda which consisted of:

- Minutes of August 4<sup>th</sup> 2010
- Minutes of September 1<sup>st</sup> 2010 [after BOS discussion]
- Resolution/Secondary Road Additions to Sycamore Square [attached hereto]
- Appointment/Building Code Appeals Board [appointed Grover Smiley with a term to begin immediately and to terminate on October 31<sup>st</sup> 2014, replacing Mr. Charles J. Callahan, Jr. who has passed away]
- Appointment/Parks and Recreation Advisory Board [appointed Jackie Cook with a term to begin immediately and to terminate on June 30<sup>th</sup> 2012 or until graduation which ever comes first]

Mr. Kenney seconded. The motion carried with a vote of 5-0. AYES: Booker, Chesser, Kenney, Weaver and Ott. NAYS: None. ABSENT: Gooch.

AFD/Bowlesville Withdrawal

The Bowlesville AFD was renewed by the Board on December 19<sup>th</sup> 2007 for an additional eight (8) year period. The subject tax map parcels were included with the renewal.

MOTION:

Mr. Kenney moved to refer the proposed withdrawal of Tax Map Parcels 34-A-16 and 34-A-18, totaling 171.02 acres, from the Bowlesville Agricultural and Forestal District to the Planning Commission and Agricultural and Forestal District Advisory Committee for consideration and recommendation. Mrs. Booker seconded. The motion carried with a vote of 5-0. AYES: Booker, Chessser, Kenney, Weaver and Ott. NAYS: None. ABSENT: Gooch.

**ACCOUNTS PAYABLE**

None

**PUBLIC HEARING**

Ordinance/An Ordinance to Amend the Fluvanna County Code by the Addition in Chapter 2 of an Article 7, Sections 2-7-1, 2-7-2 and 2-7-3, concerning the Adoption of Use of the County's Official Seal

Mr. Frederick W. Payne, Fluvanna County Attorney, addressed the Board regarding this item.

Chairman Ott opened the public hearing.

The following citizen addressed the Board regarding this issue:

- Bryan Rothamel, senior writer for the Fluco Blog, addressed the Board regarding free use [of the county seal] for news reporting

With no one else wishing to speak, Chairman Ott closed the public hearing.

After Board discussion, the following motion was adopted:

MOTION:

Mr. Weaver moved to adopt the ordinance [attached hereto] entitled "An Ordinance to Amend the Fluvanna County Code by the Addition in Chapter 2, of an Article 7, Sections 2-7-1, 2-7-2 and 2-7-3, Concerning the Adoption and Use of the County's Official Seal". Mrs. Booker seconded. The motion carried with a vote of 4-1. AYES: Booker, Chessser, Weaver and Ott. NAYS: Kenney. ABSENT: Gooch

**PRESENTATIONS:**

Property Exchange Proposal

Mr. Chuck Johnson, Lake Monticello, provided the Board with a presentation and proposal to exchange some LMOA property with County property. Mr. Johnson indicated that "in 1975, the developers of Lake Monticello gave the County a 45-acre parcel of land on the north side of Rt. 618 near the intersection with Rt. 53 for the purpose of some day building a grade school. There is no longer interest on the part of the School Board in placing a school at that site. The deed specifies that if the County should want to use that property for something other than a school, they must obtain

approval of LMOA.” Mr. Johnson provided other background information and stated that “the proposal is that the County and LMOA swap the Riverfront properties and the Rt. 618 property.”

The Board **directed** staff to review the advantages and disadvantages regarding the property exchange proposal between LMOA and the Board of Supervisors and return to the Board at their October 20<sup>th</sup> 2010 BOS meeting for the Board to initiate the process.

#### MobileCOP

Ms. Tammy Johnson, E-911 Coordinator, provided the Board with a PowerPoint presentation on MobileCOP. Items discussed in the presentation were: the regional criminal justice project; what is MobileCOP; how does this help the deputies; why do we need this software; the purchase history of the current eight (8) licenses; and what is still needed to finish the project. Ms. Johnson indicated that she wished the Board to pull the action item related to this presentation due to the fact there was possible federal funding for the remaining six (6) licenses.

#### **ACTION MATTERS**

##### Health Department Heat System

Mr. Garland Nuckols, Facilities Director, addressed the Board regarding this issue. Mr. Nuckols indicated the boiler in the Health Department needs to be replaced.

After Board discussion, the following directive was issued:

The Board **directed** staff to return to the Board in October 2010 with cost estimates of replacing the boiler in the Health Department; cost estimates of replacing the heating and cooling system for the entire Administration Building; and cost estimates for renovations needed to the former fitness room at Carysbrook for possible use by the Health Department.

##### Animal Control Truck

This is a request to transfer from the Board contingency to increase the Animal Control budget in order to replace the Animal Control Officer truck. There is no net increase or decrease in the general fund.

Mr. Garland Nuckols, Facilities Director, addressed the Board regarding this issue.

##### **MOTION:**

Mr. Weaver moved to approve a budget transfer from BOS contingency in the amount of \$11,500 to the Animal Control budget for the purchase of a used pickup truck from the Virginia State Surplus; the following general ledger lines will be effected:

#4-100-091070-5850	-\$11,500
#4-100-035100-8205	+\$11,500

Mr. Kenney seconded. The motion carried with a vote of 5-0. AYES: Booker, Chesser, Kenney, Weaver and Ott. NAYS: None. ABSENT: Gooch.

Project Funding Request/Mobile-COP Software/Hardware

These funds would purchase the remaining six (6) modems, and six (6) software licenses. The amount includes installation and yearly cellular service for the modems. Ms. Tammy Johnson, E-911 Coordinator, addressed the Board regarding this issue and indicated that due to possible grant funding she asked that this item be deferred.

Project Funding Request/Texting Module Addition to CAD Software

This module would allow the Communication Center to send out text messages to fire and rescue personnel in the field, which provides cross streets for calls, as well as patient and scene information. This service could reduce the amount of radio traffic during the dispatching of calls, and keep sensitive information transmissions to a minimum.

Ms. Tammy Johnson, E-911 Coordinator, addressed the Board regarding this issue.

MOTION:

Mr. Kenney moved that the Board budget and appropriate \$5,000 from the Board's contingency fund for a module addition for the CAD (computer aided dispatch) system, which would allow for sending text messages to fire and rescue personnel in the field. Mrs. Booker seconded. The motion carried with a vote of 5-0. AYES: Booker, Chesser, Kenney, Weaver and Ott. NAYS: None. ABSENT: Gooch.

VDOT Historical Access Road Application

This application would fund the construction of a road leaving Pleasant Grove Drive (Route 721) by way of a roundabout going to the planned parking area behind the Pleasant Grove House. No match is required for this application as proposed.

Ms. Pat Groot, Grants Administrator, addressed the Board regarding this issue.

MOTION #1:

Mr. Chesser moved that the Board of Supervisors approve submission of the Access grant application to the Virginia Department of Transportation (VDOT) for constructing an historical site access road at Pleasant Grove to the Pleasant Grove House in the amount of up to \$250,000, and approve the attached resolution, with the understanding that staff will return to the Board for further action if the estimated cost of the road exceeds \$250,000. Mrs. Booker seconded. The motion carried with a vote of 4-1. AYES: Booker, Chesser, Weaver and Ott. NAYS: Kenney. ABSENT: Gooch.

MOTION #2:

Mr. Chesser moved to **direct** staff to convey to the Virginia Department of Transportation that it is the preference of the Board of Supervisors that the road to the Pleasant Grove House be surfaced with plant mix (asphalt) and that the road be painted with lane stripes. Mr. Weaver seconded. The motion carried with a vote of 4-0-1. AYES: Booker, Chesser, Weaver and Ott. NAYS: None. ABSTAINED: Kenney. ABSENT: Gooch

**OLD BUSINESS**

Economic Development Staff Position

At the Board's August 4<sup>th</sup> 2010 meeting, the Board voted to increase the hours of the Economic Development position from 24 to 29 hours per week. Supervisors Chesser

and Booker have asked the Board to revisit making the position full-time (40 hours a week).

Mrs. Barbara Wall-Magee, Human Resource Manager, addressed the Board regarding this issue.

MOTION:

Mr. Kenney moved to authorize the County Administrator to approve any changes necessary to increase the hours of the Economic Development Director's position from 29 to 40 hours per week including necessary transfers from Personnel Contingency. Mr. Chesser seconded. The motion carried with a vote of 5-0. AYES: Booker, Chesser, Kenney and Ott. NAYS: Weaver. ABSENT: Gooch.

Old Farm Day Update

Mr. John Robins, Public Works Director, provided the Board with information regarding the parking layout for Old Farm Day. In the sketch plan he provided for the Board's review, he indicated that "the plan uses the western side of the new VDOT road in Pleasant Grove for the primary parking area. Traffic will be sent to the end of the new paved road in front of the main house where it will be directed to the left. The vehicles will be parked in the area and they will exit onto the paved VDOT road at a constructed exit point mid way between Rt. 53 and the main house. Handicapped vehicles and emergency services vehicles will use the parking area to the east of the VDOT Road near the main house with an entrance to be constructed off of the new paved VDOT road to access the area." Overflow parking will be sent to the field along Rt. 53 and east of the new VDOT road and an entrance will be constructed to access this area. "Sheriff's deputies will direct traffic off of the state roads and the Virginia Defense Forces will direct traffic throughout the parking areas."

Other Old Business discussed:

- status of Small Business Association (SBA) microfinance
- reassessment presentation to include current assessments with current market value and projects going into the next year
- special use permits regarding home concerts
- resolution of support from Mathews County regarding unfunded mandates

The Board **directed** staff to prepare a resolution addressing K-12 educational mandates and bring it back before the Board at their October 6<sup>th</sup> 2010 BOS meeting.

- an invitation to the Board of Supervisors from the School Board members to tour the new high school [to be done at some future date]

NEW BUSINESS

Items discussed under new business consisted of:

- gun shots fired near homes in the Columbia District [according to deputies, nothing can be done due to the fact the County does not have a policy or ordinance against this type of fire arm use]
- update on the notice of claim against the Department of Social Services

Mr. Miller, attorney for the Deeds family [plaintiff] addressed the issue in question and indicated the Deeds wanted to pursue their claim.

Due to discussion among the County Attorney and the attorney for the plaintiff, Supervisor Kenney wanted to remind the audience the rules of order stating that #1 “It shall be the duty of the Chairman to maintain order and decorum at meetings. The Chairman shall speak to points of order in preference to all other members.” Rule #3 “No member or citizen shall be allowed to use abusive language, excessive noise, or in any way incite persons to use such tactics. The Chairman and/or the County Administrator shall be the judge of such breaches, however, the Board may vote to overrule both.”

Supervisor Kenney was concerned that a breach of decorum had been reached and he wanted the Chairman to be cognizant of that fact [his concern was that the attorney for the plaintiff was getting aggressive with the Board]. He asked that the record be noted.

Mr. Frederick W. Payne, Fluvanna County Attorney, addressed the Board regarding the procedure of filing the claim and indicated that the Department of Social Services is accountable to the State and not the County. Mr. Payne recommended to the Board they deny the claim.

MOTION:

Mr. Chesser moved to deny the claims by Christina Deeds and Troy and Linda Deeds as set out in two (2) letters from Mr. Miller to Fred Payne as County Attorney, both dated July 5<sup>th</sup> 2010. Mr. Kenney seconded. The motion carried with a vote of 5-0. AYES: Booker, Chesser, Kenney, Weaver and Ott. NAYS: None. ABSENT: Gooch.

- water issue [this item will be discussed in November 2010]

**PUBLIC COMMENTS #2**

Chairman Ott opened the floor for the second round of public comments. With no one wishing to speak, Chairman Ott closed the second segment of public comments.

**ADJOURN**

MOTION:

At 10:29 p.m., Mr. Chesser moved to adjourn the meeting of Wednesday, September 15<sup>th</sup> 2010. Mr. Weaver seconded. The motion carried with a vote of 5-0. AYES: Booker, Chesser, Kenney, Weaver and Ott. NAYS: None. ABSENT: Gooch.

**COUNTY OF FLUVANNA  
EMPLOYMENT AGREEMENT  
COUNTY ADMINISTRATOR**

**THIS AGREEMENT** made and entered into this 15<sup>th</sup> day of September, 2010, by and between the Board of Supervisors of Fluvanna County, Virginia, ("Employer"), party of the first part, and WILLIAM P. SCUDDER ("Employee"), party of the second part:

**WITNESSETH:**

**WHEREAS**, Employer desires to employ WILLIAM P. SCUDDER as County Administrator of Fluvanna County, Virginia under the terms and conditions provided for in Title 15.2 of the Code of Virginia, 1950, as amended, and this Agreement; and

**WHEREAS**, the Employer wishes to provide certain benefits and certain conditions of employment in order to:

- A. Secure and retain the services of Employee and to provide inducement for him to remain in such employment;
- B. To make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; and
- C. To provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employ; and
- D. To provide for a just notification and/or compensation to the Employer if the Employee voluntarily resigns for other employment elsewhere.

**WHEREAS**, Employee desires to be the County Administrator of Fluvanna County and accepts all duties and responsibilities of such position as provided by law and pursuant to the terms of this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1: DUTIES**

Employer hereby agrees to employ WILLIAM P. SCUDDER as County Administrator of Fluvanna County, Virginia, to perform the functions and duties specified in Title 15.2 of the Code of

Virginia, 1950, as amended, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign.

Employee agrees to serve as County Administrator of Fluvanna County, Virginia and to perform the functions and duties specified in Title 15.2 of the Code of Virginia, 1950, as amended, and to perform other legally permissible and proper duties and functions as the Employer shall from time to time assign. The Employee shall be the Chief Administrative Officer of the County of Fluvanna and responsible to the Employer for the proper administration of the affairs of the County. The Employee shall be in charge of all employees of the Employer. The Employee shall conduct himself in compliance with all provisions of state and federal law and all ethical considerations, including the International City/County Management Association Code of Ethics.

## **SECTION 2: TERM**

Unless terminated earlier as provided herein, the term of this Agreement shall be for a period of two years commencing November 1, 2010, (the "Effective Date") and shall be automatically renewed thereafter in accordance with the provisions for reappointment contained in Title 15.2 of the Code of Virginia, 1950, as amended, on the same terms and conditions for successive two-year terms; provided that there shall be no automatic renewal of the terms hereof if the Employer shall notify the Employee of its intent not to renew the same by writing delivered to the Employee not less than 6 months prior to the expiration of the original or any successor term. Nothing contained herein shall prohibit the Employer from terminating the Employee at any time, with or without cause with the exception of being only subject to section 16 of this agreement. The Employee serves at the pleasure of the Employer. It is expressly understood and agreed that nothing in this section shall be deemed to affect the rights of the Employer or the Employee to terminate this Agreement in accordance with the provisions of Section 16 of this Agreement.

## **SECTION 3: COMPENSATION**

For his services as County Administrator, Employer agrees to pay the Employee effective November 1, 2010, an annual base salary, exclusive of benefits, of \$105,000 payable in installments as paid to other County employees, each such periodic payment to be as nearly equal as possible. The salary shall be subject to payroll deduction required by law or requested by Employee and determined to be available and proper.

In addition, Employer agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Employer may determine desirable or appropriate based upon the performance evaluation process described in Section 4 of this Agreement, provided however, that said consideration and salary adjustment shall not be less than any cost of living annual increase(s) determined for other employees of the County.

## **SECTION 4: PERFORMANCE EVALUATION**

The Board of Supervisors shall review and evaluate the performance of the Employee in

advance of November 1 in each succeeding year (the "Anniversary Date"). Said review and evaluation shall be in accordance with specific criteria developed jointly by the Employer and Employee. Said criteria may be added to or deleted from as the Board of Supervisors may from time to time determine, in consultation with the Employee. Furthermore, the Chairman of the Board of Supervisors shall provide the Employee with a written summary statement of the findings of the Board of Supervisors and an adequate opportunity for the Employee to discuss his evaluation with the Board of Supervisors shall be provided.

Annually, the Board of Supervisors and the Employee shall define such goals and objectives as they deem necessary for the proper operation of the County and in the attainment of the Board's policy objectives and shall further establish a relative priority amongst these goals and objectives, said goals and objectives to be reduced to writing. As a part of the evaluation of the Employee, the Board of Supervisors shall consider the Employee's performance in working toward the attainment of these goals, objectives and priorities. These goals and objectives shall be generally attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

The performance evaluation as aforementioned will be used by the Employer at its discretion to determine whether or not the Employee is eligible for the annual base salary increases as provided in Section 3. The Employer may, by motion of the majority of the members of the Board of Supervisors at a regular or special meeting held prior to the Anniversary Date, withhold or delay the base salary increases, wholly or in part, due to the Employee's unsatisfactory performance.

## **SECTION 5: BENEFITS**

Except as otherwise provided in this Agreement, Employee shall be entitled to the same fringe and other benefits provided other full time Employees of the Employer.

## **SECTION 6: ANNUAL LEAVE & SICK LEAVE**

Upon initial employment the Employee shall be credited with 20 days each of annual and sick leave. Additionally, the Employee shall be entitled to leave in accordance with the provisions of the County's personnel policy for employees of the Employer with similar tenure, with the employer or the Virginia Retirement System (VRS) as the same shall be amended from time to time; provided that Employee's right to take leave shall be done in a manner consistent with the exercise of his duties and shall be subject to the approval of the Employer, which approval shall not be unreasonably withheld.

## **SECTION 7: INSURANCE, RETIREMENT**

Employee shall be a participant in the Virginia Retirement System. Employer shall be responsible for the Employer's and Employee's required contribution in accordance with State law.

Employer shall provide Employee with and pay the amount determined for other employees

of the County for individual health insurance (and dental insurance if provided to other County employees). The Employee may purchase additional family coverage at his expense.

### **SECTION 8: HOURS OF WORK**

The Employee, as County Administrator, is an exempt employee, who is expected to engage in those hours of work, which are necessary to fulfill the obligation of his position of employment. It is recognized that the Employee must devote a great deal of time outside the normal office hours to the business of the Employer. To that end, the Employee will be allowed to take time off, as he shall deem appropriate, during said normal office hours; provided that Employee's right to take leave shall be done in a manner consistent with the exercise of his duties and shall be subject to the approval of the Employer, which approval shall not be unreasonably withheld.

### **SECTION 9: AUTOMOBILE & COMMUNICATION ALLOWANCE**

The Employee shall use his personal vehicle for County business during and while off scheduled working hours. The Employer shall provide \$400 in monthly payment to compensate for mileage and other expenses such as insurance and related vehicle expenses. Additionally, the Employee will provide his own communication equipment such as home computer and phone systems to be used to conduct and be of service for County Business at all times. The Employer shall provide a \$100 monthly allowance for this expense. These amounts will be paid in the regular County installment.

### **SECTION 10: RESIDENCE**

Employee agrees that, within a reasonable time, he shall move his principal residence to, and shall thereafter maintain his residence in, the County of Fluvanna, Virginia, throughout his employment tenure with Employer. The Employer shall provide up to \$5,000 in moving expenses toward relocation.

### **SECTION 11: DUES AND SUBSCRIPTION**

Employer agrees to budget and pay for the professional dues and subscriptions of Employee necessary for his full participation in the Virginia Local Government Management Association and other related professional associations.

### **SECTION 12: PROFESSIONAL DEVELOPMENT**

Professional Association Memberships: Employer shall pay with the approved budget costs associated with the professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

Conference Expenses: Expenses incurred by Employee during his attendance at conferences, legislative hearings, or similar events or meetings shall be paid by the Employer in accordance with County policy and within the approved budget.

### **SECTION 13: BUSINESS EXPENSES**

Actual and necessary expenses incurred by Employee in the discharge of official duties or in the performance of functions authorized by the Employer shall be reimbursed upon submission of receipts and reports of expenditures. Civic club dues for organizations serving Fluvanna County shall be considered as eligible Business Expenses.

### **SECTION 14: BONDING**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### **SECTION 15: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

Employer, in consultation with Employee, shall fix any other terms and conditions of employment relating to the performance of Employee as it may determine reasonable from time to time, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, or any applicable law.

### **SECTION 16: TERMINATION**

- A. Employee's employment may be terminated, either with or without cause, by a vote of a majority of the Board of Supervisors at a regular or special meeting. In such a case the Employee shall be paid for all accrued annual and sick leave, up to a maximum of (60) days.
- B. In the event the Employee voluntarily resigns his position with the Employer, the Employee shall give the Employer sixty (60) days notice in advance, unless the parties otherwise agree.
- C. In the event the Employee is terminated without cause, the employee shall be entitled to severance pay equal to (3) month's salary, not including allowances for the two year term of this contract. In determining whether the Employee has violated any causes the County shall not act in an arbitrary and capricious manner. Severance shall include accrual of earned leave, as noted above. Termination by cause shall be subject to the following: Conviction of a crime involving moral turpitude or the conviction of a felony, if such conviction adversely affects the ability of the employee to carry out the duties under this agreement. A material failure by the Employee to perform the duties referenced

in Section 1 of this agreement. The willful engaging by the Employee in conduct which is demonstrably injurious to the County, monetarily or otherwise.

### **SECTION 17: DISABILITY**

If the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of more than four (4) weeks beyond any accrued sick leave, Employer shall have the option to terminate the Employee, and notwithstanding the Employee's inability to perform, the Employee will receive severance pay. In such a case the Employer shall provide a severance payment equal to three (3) months salary at the then-current rate of pay. The severance shall be paid in a lump sum on the next payday following termination of employment unless otherwise agreed to by the Employer and the Employee. Employee shall be compensated for any accrued and unused sick leave and other accrued benefits in accordance with the provisions of the County's personnel policy for employees of the Employer with similar tenure, as the same shall be amended from time to time.

### **SECTION 18: INDEMNIFICATION**

Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or any and all other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties. Employer, or its insurance carrier, will provide legal representation for Employee for any and all claims, proceedings or lawsuits, whether groundless or otherwise, related to or arising out of Employee's affiliation with Employer.

### **SECTION 19: GENERAL PROVISIONS**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee. This Agreement is not assignable by the Employee.
- C. This Agreement shall become effective commencing on the Effective Date.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- E. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, the Board of Supervisors of Fluvanna County, Virginia has caused this Agreement to be signed and executed on its behalf by its Chairman and duly attested by the Board's Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the

day and year first above written, having approved the same and authorizing this agreement and execution by resolution of the Board of Supervisors, duly adopted.

BOARD OF SUPERVISORS  
COUNTY OF FLUVANNA

BY Gene F. Ott  
Gene F. Ott, Chairman

William P. Scudder  
WILLIAM P. SCUDDER

Attest:

Approved as to Form:

Alice F. Jones  
Alice F. Jones, Clerk  
Board of Supervisors  
County of Fluvanna, Virginia

Frederick W. Payne  
Frederick W. Payne  
County Attorney



**BOARD OF SUPERVISORS**  
**County of Fluvanna**  
**Palmyra, Virginia**

**RESOLUTION**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, September 15<sup>th</sup> 2010, in Palmyra, Virginia, the following action was taken:

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<u>Present</u>	<u>Vote</u>
Gene F. Ott, Chairman	YEA
Shaun V. Kenney, Vice Chairman	YEA
Mozell H. Booker	YEA
Joseph C. Chesser	YEA
Donald W. Weaver	YEA
<u>Absent</u>	
John Y. Gooch	

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On a motion by Mr. Chesser seconded by Mr. Kenney and carried by a vote of 5-0 the following resolution was adopted.

**RESOLUTION**  
**Secondary Road Addition – Sycamore Square**

**WHEREAS**, the following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed.

**NOW, THEREFORE BE IT RESOLVED** this Board request the Virginia Department of Transportation to add the street(s) described on the attached form AM-4.3 to the secondary system of state highways, pursuant to §33.1-229, Code of Virginia, and the Department's Subdivision Street requirements, after receiving a copy of this resolution.

- Justin Drive (extension of), Route 1038, from the existing end of State Maintenance for a distance of 0.07 miles west to the intersection of Sydney Way. This street has been constructed in accordance with approved plans and specifications, has been properly maintained and qualifies for acceptance.
- Julie Way, Route 1039, from Justin Drive to 0.04 miles south to the end of the cul de sac. This street has been constructed in accordance with

approved plans and specifications, has been properly maintained and qualifies for acceptance.

- Sydney Way, Route 1046 from Justin Drive, to 0.13 miles south to the end of the cul de sac. This street has been constructed in accordance with approved plans and specifications, has been properly maintained and qualifies for acceptance.

**BE IT FURTHER RESOLVED**, that a certified copy of this resolution be forwarded to the Resident Engineer of the Virginia Department of Transportation.

Adopted this 15<sup>th</sup> day of September 2010  
by the Fluvanna County Board of Supervisors

ATTEST:

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Frank A. Pleva, Interim County Administrator



**BOARD OF SUPERVISORS**  
**County of Fluvanna**  
**Palmyra, Virginia**

**RESOLUTION**

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, September 15, 2010, in Palmyra, Virginia, the following action was taken:

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<u>Present</u>	<u>Vote</u>
Gene F. Ott, Chairman	YEA
Shaun V. Kenney, Vice-Chairman	NAY
Donald W. Weaver	YEA
Mozell H. Booker	YEA
Joe Chesser	YEA
 <u>Absent</u>	
John Y. Gooch	

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On a motion by Mr. Chesser, seconded by Mrs. Booker and carried by a vote of 4-1 the following resolution was adopted:

**A RESOLUTION OF THE  
FLUVANNA COUNTY BOARD OF SUPERVISORS  
IN SUPPORT OF FUNDING FOR A NEW HISTORIC ACCESS ROAD  
TO THE PLEASANT GROVE HOUSE HISTORIC AREA**

WHEREAS, the Pleasant Grove House historic area is owned and is being developed by the County of Fluvanna as an historic facility serving the residents of the County of Fluvanna and adjoining localities; and

WHEREAS, the property on which this facility is located has no direct access to a public street or roadway and will require the construction of a new roadway which will connect to Pleasant Grove Drive (Route 721) by way of a roundabout, and

WHEREAS, the procedure governing the allocation of recreational access funds as set forth in Section [33.1-223](#) of the *Code of Virginia* requires joint action by the Director of the Department of Historic Resources and the Commonwealth Transportation Board; and

WHEREAS, a statement of policy agreed upon between the said Director and Board approves the use of such funds for the construction of access roads to publicly-owned recreational or historical areas; and

WHEREAS, the County of Fluvanna has duly adopted a zoning ordinance pursuant to Article 7 (Section [15.2-2280](#) et seq), Chapter 22, Title 15.2 of the *Code of Virginia*; and

WHEREAS, it appears to this Board of Supervisors that all requirements of the law have been met to permit the Director of the Department of Historic Resources to designate the Pleasant Grove House historic area as a public historic area and further permit the Commonwealth Transportation Board to provide funds for access to this public historical area in accordance with Section [33.1-223](#) of the *Code of Virginia*; and December 2009 Recreational Access Program Guide Appendix C - 1

WHEREAS, the Board of Supervisors agrees, in keeping with the intent of Section [33.1-63](#) of the *Code of Virginia*, to use its good offices to reasonably protect the aesthetic or cultural value of this road leading to or within areas of historical, natural or recreational significance; and

WHEREAS, the County of Fluvanna acknowledges that no land disturbance activities may occur within the limits of the proposed access project without the permission of the Department of Transportation as a condition of the use of the Recreational Access Fund; and

WHEREAS, the County of Fluvanna hereby guarantees that the necessary environmental analysis, mitigation, and fee simple right-of-way for this improvement, and utility relocations or adjustments, if necessary, will be provided at no cost to the Virginia Department of Transportation; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of Fluvanna County hereby requests that since the Pleasant Grove House has been designated as an historic area that the Director of the Department of Historic Resources recommend to the Commonwealth Transportation Board that recreational access funds be allocated for an adequate access road to serve said historical area; and

BE IT FURTHER RESOLVED, that the County Administrator or Interim County Administrator and/or a designee be authorized to act on behalf of the Board of Supervisors to execute any and all documents necessary to secure the funding sought through the Recreational Access Program up to, but not exceeding, \$250,000 in state funds; and

BE IT FURTHER RESOLVED, that the Fluvanna County Board of Supervisors hereby agrees that the new roadway so constructed will be added to and become a part of the secondary system of highways.

ADOPTED this 15th day of September 2010

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Gene F. Ott,  
Chairman of the Board of Supervisors

A COPY ATTEST:

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Alice F. Jones, Clerk to the Board