

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
Circuit Court Room
April 4, 2012
2:00 p.m.**

MEMBERS PRESENT: Shaun V. Kenney, Chairman
Bob Ullenbruch, Vice-Chairman
Mozell H. Booker
Donald W. Weaver
Joe Chesser

ALSO PRESENT: Fred Payne, County Attorney
Eric Dahl, Budget Analyst
Melissa Marks, Senior Finance Assistant
Bobby Popowicz, Economic Development Director
Patricia A. Groot, Grants Administrator
Susan Muir, Social Services Director
Linda Lenherr, Treasurer
Mary Weaver, Clerk, Board of Supervisors

CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

Chairman Kenney called the meeting of April 4th, 2012, to order at 2:00 p.m., in the Circuit Courtroom in Palmyra, Virginia; and the Pledge of Allegiance was recited, after which, Chairman Kenney called for a moment of silence.

COUNTY ADMINISTRATOR APPOINTMENT

MOTION:

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

Chairman Kenney welcomed Mr. Nichols and his family.

REPORTS

County Report

Chairman Kenney reported on the following topics:

- Route 15 & Route 53 Roundabout - could possibly be on the VDOT Six Year Plan.
- Letter of Intent for Aqua Virginia – outlines their scope of understanding and what they would like to achieve.

PUBLIC COMMENTS #1

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

- Chris Kern, Cunningham District – addressed the Board in reference to the lack of a speed limit sign on Aldridge Way. Would like to see a speed study done.

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

CONSENT AGENDA

The following item was pulled from the consent agenda:

- Authorization to bid the Pleasant Grove House and Western Trailhead Grant Projects.

The following items were approved under the consent agenda:

MOTION:

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

- Budget Work Session Minutes from March 14, 2012.
- Budget Work Session Minutes from March 17, 2012.
- Minutes from March 21, 2012.
- Approval of Fire Engine for the Fork Union Fire Company.
- Resolution/National Crime Victims' Rights Week.
- FY12 Budget Supplement/PREP Grant for Schools.

➤ Approve Retiree Health Care Plan.

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

Authorization to bid the Pleasant Grove House and Western Trailhead Grant Projects:

Mr. Weaver addressed his concern on the tracking of the funds that comes in for grants.

MOTION:

Mrs. Booker moved the Board of Supervisors authorize staff to advertise for construction bids for the renovation of the Pleasant Grove House and the Heritage Trail Western Trailhead parking area and comfort station, contingent upon approval of plans by VDOT. Mr. Chesser seconded. The motion carried, with a vote of 3-2. AYES: Chesser, Booker, and Kenney. NAYS: Ullenbruch and Weaver. ABSENT: None.

ACCOUNTS PAYABLE

Melissa Marks, Senior Finance Assistant, addressed the Board regarding the accounts payable.

MOTION:

Mr. Weaver moved the Accounts Payable from February 29, 2012, through March 26, 2012, and Payroll for the month of February, 2012, in the amount of \$1,362,257.37, be ratified. Mr. Chesser seconded. The motion carried, with a vote of 5-0. AYES: Chesser, Booker, Ullenbruch, Kenney and Weaver. NAYS: None. ABSENT: None.

General Fund	\$613,818.47
Federal Grants	\$ 5,931.20
Capital Improvements	\$ 52,923.58
Debt Service	\$ 43,268.94
Sewer	\$ 1,650.75
Fork Union Sanitary District	\$ <u>12,712.91</u>
Total Expenditures by Fund	\$ 730,305.85
Payroll – February	\$ 631,951.52
Total Payables & Payroll	\$ <u>1,362,257.37</u>

PUBLIC HEARING

None

PRESENTATIONS

VDOT Secondary Six-Year – Mr. David Crim, VDOT Residency Administrator, reviewed with the Board some upcoming Public Hearings and the temporary closure of the US 250 Shadwell Bridge in May. Mr. Crim is leaving VDOT, as of April 24, 2012. Mr. Greg Banks, VDOT Secondary Programming Coordinator, gave an overview of the existing projects, along with projects and priorities for future scheduling, on the VDOT Secondary Six-Year Plan. Mr. Banks requested the Board to let him know what roads they would consider priorities for the VDOT Secondary Six-Year Plan. The Board would like to see Route 715, Stag Road; and Route 606, Hells Bend Road, put on the Secondary Six-Year Plan.

Public Works Update and DEQ Violation Notices – Mr. Bobby Popowicz, Acting Public Works Director, updated the Board in reference to the violations at the Omohundro Well Plant and the Morris Well Plant. The violations are in the process of being corrected. Mr. Popowicz commended the Public Works and Facility staff for the great job they are doing. The Public Works and Facilities Departments are working on standard operating procedures and an inventory of salvage items for auction.

Return on Investment/Waterline at Zions Cross Roads – Mr. Steve Williams, Executive Director at Thomas Jefferson District Commission, and Mr. William Cockerel, Regional Planner at Thomas Jefferson District Commission, reviewed with the Board a summary of the results of the Return on Investment Study for the proposed waterline extension to the Zion Crossroads Community Planning Area. The future scenarios were estimated to have a Net Revenue on a ten year planning horizon:

No Waterline	- \$ 5,588,557
Slow Growth	\$ 1,352,025

Moderate Growth	\$ 4,625,802
Expected Growth	\$ 8,935,454
Optimal Growth	\$14,704,467

A written report will be created, once input is received from the Board.

ACTION MATTERS

Proclamation/Proclaiming April, 2012 "Celebrating Children's Month" – Mrs. Susan Muir, Social Services Director, informed the Board of the annual Celebrating Children Daycare Fair, at the Fluvanna County Middle School, on April 21, 2012, from 10 a.m. to 12 p.m.

Ms. Karen Hebert, Ms. Shannon Wilson, Mr. Jamie Vest, and Ms. Sarah Hill addressed the Board, with a short presentation of what Child Protective Services offers the residents in Fluvanna County, and requested proclaiming April "Celebrating Children's Month", in recognition of "Child Abuse Prevention Month," and the work done in Fluvanna County.

MOTION:

Ms. Booker moved to approve the proclamation [attached hereto] proclaiming the month of April, 2012, as "Celebrating Children Month," in Fluvanna County, in observation of "Child Abuse Prevention Month". Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Ullenbruch, Weaver, Chesser, Booker and Kenney. NAYS: None. ABSENT: None.

Resolution/"Fair Housing Month" April, 2012 – Karen Reifenberger, Deputy Director of Piedmont Housing Alliance, Fair Housing Program Manager, with Piedmont Housing Alliance, addressed the Board regarding fair housing in the community.

MOTION:

Mr. Chesser moved to approve the resolution proclaiming the month of April, 2012, as "Fair Housing Month" in Fluvanna County in support of equal housing opportunity. Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYES: Ullenbruch, Weaver, Chesser, Booker, and Kenney. NAYS: None. ABSENT: None

Shortfalls in the Health Care Fund – Mrs. Linda Lenherr reviewed with the Board a shortfall in the Health Care Fund, along with large claims that are anticipated.

MOTION:

Mrs. Booker moved to approve that Shaun Kenney, as Chairman of the Board of Supervisors of Fluvanna County, be authorized to approve any transfers from the General Fund to the Health Insurance Fund, necessary to keep a balance of no less than \$100,000.00 in such Health Insurance Fund. Mr. Chesser seconded. The motion carried, with a vote of 5-0. AYES: Chesser, Booker, Ullenbruch, Kenney and Weaver. NAYS: None. ABSENT: None.

Reappointment/Jefferson Area Board for Aging Advisory Council

MOTION:

Mrs. Booker moved to reappoint Mr. Richard Bucci to the Jefferson Area Board for Aging Advisory Council (JABA), with a term to begin May 1, 2012, and to terminate on April 30, 2014. Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYES: Chesser, Booker, Ullenbruch, Kenney and Weaver. NAYS: None. ABSENT: None.

UNFINISHED BUSINESS

Capital Improvement Plan Clarification – Mr. Eric Dahl, Budget Analyst, requested the Board clarify where to locate the CIP items that were removed from the FY13 Budget. The Board asked that all items be moved to the FY14 Budget, and planned to discuss at the April 11, 2012 meeting.

Reassessment Update – Mr. Weaver requested the Board to have the Blue Ridge Mass Appraisal Company report the progress of the reassessment. The Board directed the Commissioner of Revenue to have them make a presentation to the Board, on April 18, 2012.

NEW BUSINESS

Proration of Personal Property Tax – Chairman reviewed with the Board the possibility of prorating the Personal Property Tax. Mr. Fred Payne, County Attorney, explained to the Board

the current procedure of collecting Personal Property Taxes. After some discussion, the **Board directed** the Commissioner of Revenue to research the pros and cons of prorating the Personal Property Tax, and to bring a proposal to the Board.

2nd Fork Union Community Day – Mrs. Booker informed the Board of the Community Day on April 28, 2012, from 10 a.m. to 2 p.m.

Vision Statement – Mrs. Booker would like to see the vision statement publicized more.

Aqua Virginia Letter of Intent – Mr. Chesser suggested the next step would be to draft an RFP to create a public/private partnership, to deal with the Zion Crossroads water issue.

MOTION:

Mr. Chesser moved to direct the Economic Development and County Administrator to draft an RFP to create a public/private partnership, to deal with the Zion Crossroads water issue. Mrs. Booker seconded.

After some discussion from the Board, Mr. Chesser withdrew his motion; and Mrs. Booker agreed. The Board requested to put the discussion of the RFP on the agenda, as unfinished business for the April 18, 2012, meeting.

PUBLIC COMMENTS #2

Chairman Kenney opened the floor for the second round of public comments.

- Elizabeth Franklin, Columbia District, speaking on behalf of the Fluvanna Tax Payers Association – requested the Board to make available all relevant information about any water proposals that are being considered.
- Sonya Patterson, Fluvanna County – addressed the Board in regards to the proration of the personal property taxes.
- Dennis Holder, Columbia District - addressed the Board in regards to the reassessment progress on the website and the density in the Zion Crossroads area.

With no one else wishing to speak, Chairman Kenney closed the second segment of public comments.

Mrs. Booker wanted to iterate that we are striving for the waterline not to be a burden on the taxpayers.

CLOSED MEETING

MOTION TO ENTER INTO A CLOSED MEETING:

At 5:00 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, regarding consultation with legal counsel about specific legal matters, requiring the provision of legal advice by such counsel and possible personnel. Mr. Ullenbruch seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Booker, Weaver and Chesser. NAYS: None. ABSENT: None.

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

At 5:57 p.m., Mr. Weaver moved the closed meeting be adjourned and the Fluvanna County Board of Supervisors reconvene again in open session. Mr. Chesser seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Booker, Weaver and Chesser. NAYS: None. ABSENT: None.

MOTION:

At 5:58 p.m., the following resolution was adopted by the Fluvanna County Board of Supervisors, following a closed meeting held Wednesday, April 4, 2012, on motion of Mr. Weaver, seconded by Mrs. Booker, and carried by the following vote of 5-0. AYES: Kenney, Ullenbruch, Booker, Weaver, and Chesser. NAYS: None. ABSENT: None.

“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.”

MOTION:

Mr. Weaver moved to ratify the decision made in closed session to adopt the Contribution Schedule below for contributions to the County of Fluvanna's employees health care coverage costs effective July 1, 2012 under the Local Choice Plan. Mrs. Booker seconded. The motion carried with a vote of 5-0. AYES: Chesser, Booker, Ullenbruch, Kenney and Weaver. NAYS: None. ABSENT: None.

<u>Contribution Schedule</u>	<u>Total Cost</u>	<u>County Pays</u>	<u>Employee Pays</u>	<u>Employee Increase</u>
Employee Only Plan				
KA250	\$621.00	\$537.00	\$84.00	\$58.26
KA 500	\$570.00	\$512.09	\$57.91	\$33.77
HDHP	\$477.00	\$449.39	\$27.61	\$5.45
Employee/1 Minor				
KA 250	\$1,149.00	\$797.21	\$351.79	\$174.83
KA 500	\$1,055.00	\$769.85	\$285.15	\$119.55
HDHP	\$882.00	\$668.73	\$213.27	\$61.27
Employee/Spouse				
KA 250	\$1,149.00	\$797.21	\$351.79	-\$35.99
KA 500	\$1,055.00	\$769.85	\$285.15	-\$77.23
HDHP	\$882.00	\$668.73	\$213.27	-\$119.30
Employee/Family				
KA 250	\$1,677.00	\$1,053.71	\$623.29	\$171.15
KA 500	\$1,539.00	\$1,014.69	\$524.31	\$102.15
HDHP	\$1,288.00	\$873.89	\$414.11	\$26.65

ADJOURN

MOTION:

At 6:00 p.m., Mr. Chesser moved to adjourn the meeting of Wednesday, April 4, 2012. Mr. Weaver seconded. The motion carried, with a vote of 5-0. AYES: Kenney, Ullenbruch, Booker, Weaver and Chesser. NAYS: None. ABSENT: None.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

 Mary L. Weaver, Clerk

 Shaun V. Kenney, Chairman

RESOLUTION

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FLUVANNA COUNTY that Steven M. Nichols be engaged as County Administrator, in accordance with the terms of a certain contract of employment, dated March 26, 2012, a true copy of which is attached hereto and incorporated herein by reference; and

BE IT FURTHER RESOLVED that the said contract be, and it is hereby, APPROVED AND RATIFIED in accordance with its text.

Clerk's Certification

I hereby certify that the foregoing is a true and accurate copy of the resolution adopted by the Board of Supervisors of Fluvanna County on April 4, 2012, by motion made by Mr. Weaver, seconded by Mrs. Booker and carried by a vote of 5 members in favor, none opposed.

Mary Weaver
Clerk of the Board of Supervisors

**COUNTY OF FLUVANNA
EMPLOYMENT AGREEMENT
COUNTY ADMINISTRATOR**

THIS AGREEMENT made and entered into this 26th day of March, 2012, by and between the Board of Supervisors of Fluvanna County, Virginia, ("Employer"), party of the first part, and STEVEN M. NICHOLS ("Employee"), party of the second part:

WITNESSETH:

WHEREAS, Employer desires to employ STEVEN M. NICHOLS 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 STEVEN M. NICHOLS 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 three years commencing April 23, 2012, (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 three-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 subject only 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 April 23, 2012, an annual base salary, exclusive of benefits, of \$110,000 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 April 23 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 in 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 action taken at any meeting prior to the Anniversary date, in its sole discretion, withhold or delay the base salary increases, wholly or in part, as it may determine to be appropriate based on Employee's performance evaluation.

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 he shall maintain his residence in, the County of Fluvanna, Virginia, throughout his employment tenure with Employer.

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; provided that all such memberships, as well as the expenses provided for in Sections 12 and 13 hereinafter, shall be subject to the reasonable approval of the Employer.

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.
- 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 term of this contract. Severance shall include accrued annual and sick leave, up to a maximum of (60) days.
- D. Employee's employment may be terminated for cause for any substantial and material breach of the terms of this agreement, including, but not limited to, use of intoxicants while on duty; serious neglect of duty, insubordination, incompetence or inefficiency in the performance of required job duties; use of offensive, abusive, threatening, coercive, indecent or discourteous language toward supervisors, other employees, or members of the public; intentional

falsification of personnel records, time records, or any other County records or reports; substantial and intentional violation of any County policies including, but not limited to, sexual harassment; conviction of a felony, a crime involving moral turpitude or other crime adversely reflecting on Employee's fitness for his employment; and dishonesty in any form, including falsification of one's employment application or history. The Employer shall provide the Employee written notice of termination, including the reasons therefor, and shall provide Employee a reasonable opportunity to be heard with respect to such termination.

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 accordance with Section 16C of this agreement.

SECTION 18: INDEMNIFICATION

Employer, or its insurance carrier, shall defend and 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 employment with Employer in accordance with Virginia Code Sections 15.2-1521 and -1522.

SECTION 19: GENERAL PROVISIONS

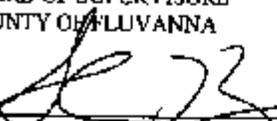
- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs of Employee. This Agreement is not assignable by the Employee.
- C. This Agreement shall become effective commencing on the Effective Date.
- 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


Shaun V. Kennedy, Chairman


STEVEN M. NICHOLS

Attest:

Approved as to Form:


Mary Weaver, Clerk
Board of Supervisors
County of Fluvanna, Virginia


Frederick W. Payne
County Attorney

RESOLUTION
National Crime Victims' Rights Week

At a regular monthly meeting of the Fluvanna County Board of Supervisors held on Wednesday, April 4, 2012, in Palmyra, Virginia, the following resolution was adopted on a motion by Mr. Chesser, seconded by Mrs. Booker, and voted in the affirmative:

WHEREAS, over 18 million Americans are victims of crime each year, suffering physical and emotional injury, as well as financial loss, and each victim's pain touches family, friends, coworkers and the community;

WHEREAS, 30 years have passed since the President's Task Force on Victims of Crime sought to afford a fair, compassionate approach to crime victims - informing victims of their rights, treating them with compassion, and providing emotional and financial support to those in need;

WHEREAS, while brave victims and dedicated victim advocates across the country are increasing awareness and reaching more victims, public understanding of victims' rights remains minimal, and our nation's victim services system remains fragmented and underfunded;

WHEREAS, these 30 years have taught us that by working together, we can help meet the needs of victims of crime with respect and dignity and to support them as they seek to overcome their challenges and regain control over their lives;

WHEREAS, thousands of victim assistance programs now provide help and support to child victims of violence and sexual abuse; stalking victims; survivors of homicide victims; victims of drunk-driving crashes; victims of burglaries and larcenies, and victims of domestic, dating, and sexual violence, as well as other crimes;

WHEREAS, National Crime Victims' Rights Week, April 22-28, provides an opportunity for us to reaffirm our commitment to victims by honoring the improvements that have been made, while working to extend the vision and to reach every victim; and

WHEREAS, the **Fluvanna Victim/Witness Assistance Program** is joining forces with victim service programs, criminal justice officials, and concerned citizens throughout Fluvanna County and the Commonwealth of Virginia to raise awareness of victims' rights and observe National Crime Victims' Rights Week;

NOW, THEREFORE, BE IT RESOLVED that the Fluvanna County Board of Supervisors does hereby proclaim the week of April 22-28, 2012 as Crime Victims' Rights Week and reaffirms our commitment to respect and enforce victims' rights and address their needs during National Crime Victims' Rights Week and throughout the year.

Chairman
Fluvanna County Board of Supervisors

Date

§ PROCLAMATION §

*By virtue of the authority vested in me,
I hereby proclaim the month of April as*

CHILD ABUSE PREVENTION MONTH

Whereas, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

Whereas, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

Whereas, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and

Whereas, all citizens should become involved in supporting families in raising their children in a safe, nurturing environment; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among families, social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

Therefore, I do hereby proclaim April as Child Abuse Prevention Month and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and neglect and strengthening the communities in which we live.

Now therefore I, the Board of Supervisors ,
do hereby recognize April 2012 as Child Abuse Prevention Month
in Fluvanna County and I call this observance
to the attention of all our citizens.

Fair Housing Month 2012 Resolution

WHEREAS, April is Fair Housing Month and marks the 44th anniversary of the passage of the federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988);

WHEREAS, the Fair Housing Act provides that no person shall be subjected to discrimination because of race, color, national origin, religion, sex, disability, or familial status in the rental, sale, financing or advertising of housing (and the Virginia Fair Housing Law also prohibits housing discrimination based on elderliness);

WHEREAS, the Fair Housing Act supports equal housing opportunity throughout the United States;

WHEREAS, Fair Housing creates healthy communities, and housing discrimination harms us all;

WHEREAS, the Fluvanna County Board of Supervisors supports equal housing opportunity and seeks to affirmatively further fair housing not only during Fair Housing Month in April, but throughout the year;

Signed and sealed this 4th day of April, 2012.

Fluvanna County Board of Supervisors, Chairman