

**FLUVANNA COUNTY BOARD OF SUPERVISORS
REGULAR MEETING MINUTES
March 6, 2019
Regular Meeting 4:00pm – Circuit Courtroom
Work Session, 7:00pm – Morris Room**

MEMBERS PRESENT:

John M. (Mike) Sheridan, Columbia District, Chair
Tony O’Brien, Rivanna District, Vice Chair
Mozell Booker, Fork Union District
Patricia Eager, Palmyra District
Donald W. Weaver, Cunningham District

ABSENT:

None.

ALSO PRESENT:

Steven M. Nichols, County Administrator
Fred Payne, County Attorney
Kelly Belanger Harris, Clerk for the Board of Supervisors

1 - CALL TO ORDER, PLEDGE OF ALLEGIANCE, & MOMENT OF SILENCE

At 4:03pm Chair Sheridan called to order the Regular Meeting of March 6, 2019.
After the recitation of the Pledge of Allegiance, a moment of silence was observed.

SPECIAL PRESENTATION

Retirement Recognition – Peter Welch—Steven M. Nichols, County Administrator, along with the Board of Supervisors, presented Mr. Welch with a plaque commemorating his service to the County. Mr. Welch presented to the Board, and to be displayed at the Historical Society, a bowl made from a 190 year old beam that had been a structural support in the Historic Courthouse until damaged. Mr. Welch hand-turned the bowl and offered hand-turned pens made from the same wood, to each Supervisor.

3 - ADOPTION OF AGENDA**MOTION**

Mr. Weaver moved to accept the Agenda, for the March 6, 2019 Regular Meeting of the Board of Supervisors. Mrs. Booker seconded and the Agenda was adopted by a vote of 5-0. AYES: Sheridan, O’Brien, Booker, Eager, and Weaver. NAYS: None. ABSENT: None.

4 - COUNTY ADMINISTRATOR’S REPORT

Mr. Nichols reported on the following topics:

- Community and County Staff Recognitions
 - Mrs. Booker recognized by the Fluvanna NAACP - Received the Community Engagement Award on February 5th, 2019
- Business Spotlight – Jefferson Pharmacy, 10 year Anniversary Celebration, Saturday, March 9th, 11 am – 3 pm.
- Announcements and Updates
 - Fluvanna County is sponsoring “Landlord/Tenant Rights and Responsibilities Workshop”
 - State completed audit of cash receipts and disbursements of the Clerk of the Circuit Court’s Office - No findings
 - Burn Building Property Clearing - Dozer operations - a forestry training exercise for both the operators and equipment.
 - New P&R Staff Member - Alyson Pieno (returning to Fluvanna County staff) - Athletics and Special Events Coordinator, Starts on Monday March 18th
- ZXR Pre-Construction Meetings
 - Completed on Feb 27th - Pipelines – A.G. Dillard
 - Water Storage Tank – CB&I / McDermott
 - Wastewater Pump Station and Water Booster Pump Station – Sargent
 - County will provide formal Notice to Proceed on March 8th
 - Over the next 30-90 days, contractors will mobilize to acquire materials and begin work
 - May be opportunities for both skilled and unskilled jobs at the work sites
- ZXR Project Notes and Schedule

ISSUE	WATER AND SEWER PIPELINES	WATER BOOSTER PUMP STATION AND WASTEWATER PUMP STATION	ELEVATED WATER STORAGE TANK
Working Hours Extended	7:00 AM to 5:30 PM, Monday – Friday		
Saturday Work	With advance approval		
Sunday Work	N/A	Painting with advance approval	
Notice to Proceed	March 8, 2019 (but for due dates calculate as if 3/11)		
Phase 1 Substantial Completion	March 5, 2020		
Phase 2 Substantial Completion	September 1, 2020	N/A	
Final Completion	October 31, 2020	May 4, 2020	
Progress Meetings	First Tuesday Monthly		

➤ Upcoming Meetings

Day	Date	Time	Purpose	Location
Wed	Mar 13	7:00 PM	Budget Work Session	Morris Room
Wed	Mar 20	4:00 PM 7:00 PM	Budget Work Session Regular Meeting–Set FY20 Budget/CY19 Tax Rates	Morris Room Courtroom
Wed	Apr 3	4:00 PM 7:00 PM	Regular Meeting Budget Work Session	Courtroom Morris Room
Wed	Apr 10	7:00 PM	Special Meeting – Public Hearings for FY20 Budget/CY19 Tax Rates	Courtroom
Wed	Apr 17	7:00 PM	Regular Meeting – Adopt FY20 Budget and CY19 Tax Rates	Courtroom

5 - PUBLIC COMMENTS #1

At 4:14pm Chair Sheridan opened the first round of Public Comments.

- Hal Morgan, 2 Shortwood Circle, advocated for an FLDP project to build a roof over the stage at Pleasant Grove.

With no one else wishing to speak, Chair Sheridan closed the first round of Public Comments at 4:17pm.

6 - PUBLIC HEARING

None.

7 - ACTION MATTERS

County Administrator Employment Agreement – Fred Payne, County Attorney presented an agreement to employ Eric Dahl in the position of County Administrator. Mr. Nichols presented Mr. Dahl to the Board and those attendance.

With no discussion,

MOTION

Mrs. Eager moved to approve and authorize this agreement attached hereto executed by Resolution of the Board of Supervisors to hire Eric M. Dahl as County Administrator, effective July 6, 2019. On a second by Mrs. Booker the motion passed unanimously. AYE: Sheridan, O'Brien, Booker, Eager, & Weaver. NAY: None. ABSENT: None.

New Position Description – Principal Planner – Jessica Rice, Human Resources Manager requested approval of a new position in the Community Development Department. Currently, the Planning Department has staff positions available for 2 Planners and the all-encompassing Director of Community Development. Staff in the Planner and Senior Planner positions do not currently have mobility opportunities within the organization. These positions are currently classified at Pay Bands 14 & 16, respectively. The change would entail adding a third position option in Planning, at Pay Band 18, thus, providing internal promotion opportunities similar to those in other County Departments. The higher level Principal Planner, would be tasked with more responsibility including training and mentoring other staff and covering during Director absences. Only 2 of the 3 Planner positions would be filled at any one time. Neither additional staffing nor funding is requested for this change.

MOTION

Mrs. Booker moved to approve the new position description, #2352 Principal Planner position in Pay Band 18, as presented. On a second by Mr. Weaver, the motion passed 5-0. AYE: Sheridan, O'Brien, Booker, Eager, & Weaver. NAY: None. ABSENT: None.

7A – BOARDS AND COMMISSIONS

None.

8 – PRESENTATIONS

Business Retention and Expansion Plan—Bryan Rothamel, Economic Development Coordinator proposed a plan for retaining and expanding local businesses.

Highlights of the presentation:

- Opportunities and Struggles
- Business Needs and Business Loves
- Increasing Exposure to Opportunities in Fluvanna
- Meet with Business Owners
- Meet with key Zion Crossroads partners
- Create in person events, opportunities
- “Fluvanna: Where more is less.” “Fluvanna: Pleasantly You”

Following the BRE presentation, Mr. Rothamel provided a ZXR Water Project Public Information Update, announcing upcoming town hall meetings, and planned electronic and print media.

9 - CONSENT AGENDA

The following items were approved under the Consent Agenda for March 6, 2019:

Minutes of February 20, 2019—Kelly Belanger Harris, Clerk to the Board

Position Description Update – Exec Asst-Clerk to the Board – Jessica Rice, HR Manager
Position Description Update – Assistant County Administrator – Jessica Rice, HR Manager
Position Description Update – Director of Finance – Jessica Rice, HR Manager
FY19 BOS Contingency Budget Transfer – Caroline County—Eric Pollitt, Management Analyst
FY19 Budget Supplemental Appropriation - Ward vs. Fluvanna County—Eric Pollitt, Management Analyst
School Resource Officer/School Security Officer Grant—Captain Von Hill, Sheriff's Office
Proclaiming March Colorectal Cancer Awareness Month—Kelly Belanger Harris, Clerk to the Board

MOTION

Mr. Weaver moved to approved the consent agenda, for the March 6, 2019 Board of Supervisors meeting. Mrs. Eager seconded and the motion passed 5-0. AYE: Sheridan, O'Brien, Booker, Eager, & Weaver. NAY: None. ABSENT: None.

10 - UNFINISHED BUSINESS

None.

11 - NEW BUSINESS

None.

12 - PUBLIC COMMENTS #2

At 4:54pm Chair Sheridan opened the second round of Public Comments.

With no one wishing to speak, Chair Sheridan closed the second round of Public Comments at 4:54pm.

RECESS FOR DINNER AND CLOSED SESSION**13 - CLOSED MEETING****MOTION TO ENTER INTO A CLOSED MEETING**

At 4:54pm, Mr. O'Brien moved the Fluvanna County Board of Supervisors enter into a closed meeting, pursuant to the provisions of Section 2.2-3711 A.1, A.5, A.6, & A.7 of the Code of Virginia, 1950, as amended, for the purpose of discussing Personnel, Prospective Industry, Investment of Funds and Litigation. Mrs. Booker seconded. The motion carried, with a vote of 5-0. AYE: Sheridan, O'Brien, Booker, Eager, and Weaver. NAY: None. ABSENT: None.

MOTION TO EXIT A CLOSED MEETING & RECONVENE IN OPEN SESSION

At 6:58pm, Mr. O'Brien moved that the Closed Meeting be adjourned and the Fluvanna County Board of Supervisors convene again in open session and "BE IT RESOLVED, the Board of Supervisors does hereby certify to the best of each member's 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." Mrs. Booker seconded. The motion carried, with a roll call vote, of 5-0. AYES: Sheridan, O'Brien, Booker, Eager, & Weaver. NAYS: None. ABSENT: None.

RECONVENE

Mr. Sheridan left following the Closed Session.

BUDGET WORK SESSION

County Department FY20 Budget Proposals – Eric Dahl, DCA / Finance Director

- Parks and Recreation FY20 Budget Request– Aaron Spitzer, Director of Parks and Recreation
 - Request highlights:
 - ServSafe Certified Staff (1 PT 16 hrs/week @ \$15/hr) - \$13,732. Virginia Department of Health requires a ServSafe certified employee be on site during rental of the commercial kitchen. Anticipated rental rate of \$35 per hour for the kitchen will be presented to the BOS at a later date for approval. Average rate for a Virginia Commercial Kitchen rental unit is \$33/hr.
 - Park Maintenance Staff (1 PT 20 hrs/week for 35 weeks @ \$15/hr) - \$11,553. Position would provide trail maintenance/park maintenance at Pleasant Grove Park (March - October) and would also support Public Works' seasonal maintenance at the park using/sharing Public Works' equipment.
 - Other Operations
 - Advertising
 - Pleasant Grove Park 25th Anniversary - \$500. R
 - Office Supplies - Requested additional \$500.
 - Uniform/Wearing Apparel - Requested additional \$500 for adequate apparel for working inside/outside in various seasons, temperatures, and hours.

- Recreational Supplies - Senior Centers- \$2,400. Requesting \$50 more per month per center because of increased participation. Current budget = \$2.40/senior/week. Request = \$3.20/senior/week.
- Pleasant Grove Park 25th Anniversary Celebration- \$5,500.
- Furniture and Fixtures - Requested additional \$1,000 to replace furniture at the Community Center.
- Recreational Supplies
 - Soccer Field Fence at Pleasant Grove Park - \$49,000
 - Water Tank for Irrigation System at Pleasant Grove Park Soccer Fields - \$5,000.
 - 48" x 28" Chainlink Cantilever Gate at Pleasant Grove Park & the Dog Park - \$8,000 to close parks at dusk and open at dawn - \$4,000 each.
- Litter Control Program
 - Hazardous Waste Collection during Earth Day (Line 6) - \$25,000. L
- CIP Budget Requests
 - Pleasant Grove Park Playground Expansion - \$50,000 for ADA Accessible playground equipment
 - Pleasant Grove Park Spray Ground - \$150,000 to build up to a 2,000 square foot spray area.
 -

Budget Discussion – Eric Dahl, DCA / Finance Director

Highlights:

- Comparison of revenue sources in other localities
- HR – request for intern
- Fire and Rescue – comprehensive audit of equipment and needs assessment

Following the discussion, the Board chose to move the Budget Work Session on March 13, 2019 to 6:00pm.

MOTION TO EXTEND

MOTION

Mrs. Booker moved to extend the meeting to 10:00pm. On a second by Mrs. Eager, the motion passed 4-0. AYE: O'Brien, Booker, Eager, & Weaver. NAY: None. ABSENT: Sheridan.

14 - ADJOURN

MOTION:

At 8:33pm Mrs. Booker moved to adjourn the regular meeting of Wednesday, March 6, 2019. Mrs. Eager seconded and the motion carried with a vote of 4-0. AYES: O'Brien, Booker, Eager, & Weaver. NAYS: None. ABSENT: Sheridan.

ATTEST:

FLUVANNA COUNTY BOARD OF SUPERVISORS

Kelly Belanger Harris
Clerk to the Board

John M. Sheridan
Chair

**COUNTY OF FLUVANNA
EMPLOYMENT AGREEMENT
COUNTY ADMINISTRATOR**

THIS AGREEMENT made and entered into this 1st day of March, 2019, by and between the Board of Supervisors of Fluvanna County, Virginia, (“Employer”), party of the first part, and ERIC M. DAHL (“Employee”), party of the second part:

WITNESSETH:

WHEREAS, Employer desires to employ ERIC M. DAHL 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. Make possible full work productivity by assuring Employee’s morale and peace of mind with respect to future security; and
- C. 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. 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 ERIC M. DAHL 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 July 6, 2019, (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 July 6, 2019, 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 when said consideration and salary adjustment is given, it 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 July 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

The Employee shall be entitled to leave in accordance with the provisions of the County's personnel policy for employees of the Employer with 15 years of 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. The Employer shall grant an annual leave Service Accumulation of 260 hours for the Employee.

SECTION 7: INSURANCE, RETIREMENT

Employee shall be a participant in the Virginia Retirement System in accordance with State law.

Employer shall provide Employee with and pay the amount determined for other employees of the County for individual health, dental, and vision 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. The County will provide a cellular telephone for Employee's use for official business. Additionally, the Employee may provide his own communication equipment such as home computer and home phone systems to be used to conduct and be of service for County business. The Employer shall provide a \$50 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.

Additional Professional Education: Employer shall pay tuition and other related expenses for additional education which Employer shall deem reasonably necessary for Employee's employment, within the amount budgeted therefor and as approved annually in advance by the board of supervisors. All such expenses shall be repaid by Employee upon the termination of his employment under this agreement or any extension hereof, together with interest at the legal rate; provided, however, that if Employee successfully completes such education, his obligation for repayment shall be reduced by 25% for each year he shall continue in the County's employ after the completion of such education.

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 three (3) month's salary, not including allowances for the term of this contract. Severance shall include accrued annual and sick leave, up to the maximum provided by the general employee policies of the County as the same may be amended from time to time.
- 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: John M. Sheridan
John M. Sheridan, Chairman

Eric M. Dahl
ERIC M. DAHL

Attest:

Approved as to Form:

BY: Kelly Belanger Harris
Kelly Belanger Harris, Clerk
Board of Supervisors
County of Fluvanna, Virginia

Frederick W. Payne
Frederick W. Payne
County Attorney