

ON 2/15/2023 MAYOR JARVIS HAS CALLED A SPECIAL MEETING TO CONDUCT
THE FEBRUARY MONTHLY COUNCIL MEETING; THE TOPICS TO BE DISCUSSED
ARE IDENTIFIED AS FOLLOWS:



Town of Mineral

P.O. Box 316

312 Mineral Avenue

Mineral, Virginia 23117

Phone 540-894-5100

Clerk Treasurer@townofmineral.net

Town of Mineral Council Meeting Agenda

February 13, 2023

Rescheduled to February 20, 2023

6:30 PM

- Call to Order and Roll Call
- TAB A Adopt/Amend Agenda
- TAB B Council Vacancy
- Public Comments
- TAB C Approval of January 2023 Council Meeting Minutes
- TAB D Approval of January 2023 Bills to be Paid
- TAB E Town Manager's Report
- TAB F Town Attorney's Report
- TAB G DMV Report

Standing Committee Reports

- TAB H Beautification/Anti-Litter/Park Committee
- Police/Legal/Fire & Rescue
- Economic Development/Business Liaison
- Streets
- Planning Commission
- Budget/Finance and Audit
- Cemetery
- Personnel
- Water and Sewer
- Town Planning and Zoning Appeals Liaison
- Communications
- Social and Public Affairs
- Building Grounds and Maintenance
- DMV Matters
- FOIA Matters

Old Business

- TAB I Rules of Procedure
- TAB J Civility Pledge
- TAB K Budget Appropriation

New Business

- TAB L Mitigation Plan
- TAB M Mission Statements
- TAB N Personnel Handbook & Employee Job Descriptions
- TAB O Sign Quotes
- TAB P Adoption of Financial Policy

Town Council meets for its regular session on the second Monday of each month at 6:30 p.m. Persons wishing to be heard or having an item to be placed on the agenda should make their request to the Clerk of Council by the final Monday of the month preceding the meeting.

Edwin Jarvis, Mayor - Catherine Nipper, Vice Mayor

Ronald Chapman, Bernice Wilson Kube, Rebecca McGehee, Olivia McCarthy, Andrea Erard, Town Attorney

Request for Electronic Notice of Special Meetings

In accordance with Virginia Code § 15.2-1418, 1950, as amended, I,
_____ [insert name of Council member] hereby request that
any and all notices of special meetings of the Mineral Town Council be sent to me
electronically at _____ [insert email address]. This request
shall remain in full force and effect until the end of my current term in office. I
understand that I may revoke this request at any time and that if I do, notices of special
meetings will then be delivered to my home.

Signature

Date: _____

PO Box 603, 103 West Third Street, Mineral, Va 23117 • (501) 813-2890 • anthony.r.wade@gmail.com
February 2, 2023

Dear Mayor Jarvis and Members of the Mineral Town Council,

I write this to express my desire and willingness to serve on the Mineral Town Council.

I retired from the Air Force as a chaplain in 2020 in Dayton, Ohio. My wife, Lisa, son, Nathanael, and I moved to Mineral to be closer to family. We're happy that Mineral is now our hometown. Lisa and I are committed to becoming more involved in our community, working to be good neighbors and citizens, working to make Mineral even better.

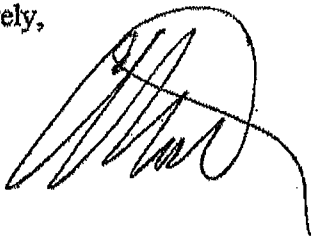
I have been in some form of service most of my adult life. Following college, I served our nation as a military officer for 36 years: four years Active Duty Army (Signal Corps), 16 years Army National Guard (Signal Corps), and 16 years as an Active Duty Air Force chaplain. Ordained in 1996, I served a civilian congregation and, from 2003 to 2020, Airmen and their families at seven different bases, two of which were overseas (Greenland and Turkey), in addition to two deployments (Qatar and Afghanistan).

My faith informs my service. That faith includes servant leadership, serving others, in this case the people of Mineral, seeking the good for Mineral and all her citizens. Hebrews 10:24 encourages us to "spur one another on to love and good deeds." This sums up well what I strive to do as a human being, as a Christian, as a proud citizen of Mineral, and what I would strive to do as a Council member. My faith includes the importance of integrity, ethics, transparency, prudence, and careful stewardship of resources.

As a former military chaplain I feel I bring some skills, perspective, and commitments which would make me a good candidate for the position: public speaking/teaching experience; relating to people from all walks of life; a deep commitment to diversity, to the inherent worth of every person; and a commitment to community, to building relationships, strengthening Mineral as a family.

Thank you for your consideration.

Sincerely,



Anthony R. "Tony" Wade

Anthony R. "Tony" Wade
PO Box 603, Mineral, Va 23117 • (501) 813-2890 • anthony.r.wade@gmail.com

EXPERIENCE SUMMARY: I am an ordained pastor in the Presbyterian Church in America for the past 26 years. I served as a civilian pastor for 6 1/2 years. Following that, I served as an active duty Air Force chaplain for 16 years, including 2 1/2 years overseas in Greenland and Turkey, and two deployments to Qatar and Afghanistan. I am currently retired from the Air Force and living with my family in Mineral, Virginia.

AREAS OF EXPERTISE

Worship Leader/Preacher
Staff Supervision
Pastoral Care
Written/Oral Communication

Individual/Group Counseling
Life-Enhancement Trainer
Spiritual Wellness Trainer
Diverse-Faith Ministries

Administrative planning
Financial Management
Leadership Advise ment
Collegial Mentorship

EDUCATION – CIVILIAN

Master of Divinity
• Internship

Westminster Theological Seminary, Glenside, Pa
Manor Presbyterian Church, New Castle, Del

Aug 1990-Jun 1994
Sep 1994-Dec 1996

*Bachelor of Science in
Foreign Service*

Georgetown University, School of Foreign Service
Washington, DC

Aug 1979-Jun 1983

- Major in American History and Diplomacy
- Minor in Economics, German, Military Science

EDUCATION – MILITARY

Civilian Personnel Management Course

Wright-Patterson Air Force Base, Ohio

2014

Air Force Squadron Officer School

Maxwell Air Force Base, Ala

2013

Combat Airman Skills Training

Fort Dix, NJ

2012

Intermediate Chaplain Course

Maxwell Air Force Base, Ala

2011

Religious and Cultural Awareness Course

Maxwell Air Force Base, Ala

2010

Global War on Terrorism Ministry Issues

Maxwell Air Force Base, Ala

2006

Crisis and Trauma Course

Wilford Hall, San Antonio, Tx

2005

Applied Suicide Intervention Skills Training

Wilford Hall, San Antonio, Tx

2004

Air Force Basic Chaplain Course

Maxwell Air Force Base, Ala

2003

Army Command and General Staff College

(By Correspondence)

2002

Army Combined Arms and Services Staff School

Army Reserve School, Wilmington, Del

1994

Army Signal Officer Advanced Course

(By Correspondence)

1993

Army Communications-Electronics Staff Officer Course

Fort Sill, OK

1984

Army Signal Officer Basic Course

Fort Gordon, Ga

1984

EXPERIENCE – MILITARY

Active Duty Protestant Chaplain (Captain – Major)

June 2003-Mar 2020

- Advised commanders on all matters pertaining to religious, ethical and quality of life issues.
- Provided or provided for the free exercise of religion to the active duty and civilian personal and their dependents at 9 active duty bases in the United States, Greenland, Qatar, Turkey, and Afghanistan for the United States Air Force and Joint Services personnel.
- Aggregately led five congregations, encouraging 850 souls.
- Aggregately supervised 11 active duty chaplains, 7 Chaplain Corps reservists, 17 contractors, 653 volunteers and oversaw 134 different chapel programs.
- As a chaplain assigned to Arlington National Cemetery, conducted 835 funerals/committal services honoring deceased veterans and spouses; provided solace to families in their grief.
- Aggregately, provided confidential counselling to 1,120 Airmen during 2,146 sessions.
- Aggregately, oversaw and managed \$1.6M Chapel Tithes & Offering Fund.

(continue page 2)

ANTHONY R. "TONY" WADE
(page 2)

EXPERIENCE -- CIVILIAN

Pastor

Manor Presbyterian Church
New Castle, Del

Dec 1996-Jun 2003

- Sole pastor for a 60 member congregation.

EXPERIENCE -- MILITARY

Army National Guard Signal Corps Officer (1st Lieutenant -- Major)

Jan 1988-Jun 2003

- Held various positions in Plans, Operations, and Intelligence Office at the Signal Battalion, Brigade, and Theater Command levels. Responsible for the planning and execution of Army communications operations.
- Served as the Plans, Operations, and Intelligence Officer for a signal battalion, leading over 700 soldiers. Managed the units deployment in support of Operation ALLIED FORCE (Kosovo, 1999).
- Participated in and contributed to the success of 16 National Guard training deployments, including 7 to Germany and South Korea.
- Served as the Training Officer for the Delaware State Area Command, overseeing training for over 9,000 Delaware Army National Guard soldiers located in 15 armories.

Active Duty Army Signal Corps Officer (2nd Lieutenant -- 1st Lieutenant)

Nov 1983-Aug 1987

- Led a platoon of 52 Signal Corps soldiers in Korea, providing tactical Army communications to the Second Infantry Division Support Command.
- Served as Adjutant/Personnel Officer for Korea-based signal battalion, leading 24 soldiers in managing 14 personnel programs, serving the over 700 soldiers in the battalion.
- Served as Assistant Plans and Operations Officer for a Fort Gordon, Georgia based signal battalion, planning and executing communications operations.
- As the Assistant Allied Training Support Officer, supported 350 soldiers from 60 nations in training at Fort Gordon, Ga.

SKILLS

Languages: English (Native Proficiency), German (Entry Proficiency)

Computer: Microsoft Office Suite, Social Media (Elementary Proficiency)

Multi-Faith ministry: Service with clergy/chaplains from various faith groups to guarantee the free exercise of religion for all Airmen and families.

MILITARY AND CIVILIAN ACHIEVEMENTS

Recipient of Military Chaplains Association Distinguished Service Award (2012)

Field Grade Officer of the Year, Wing Staff Agencies, Incirlik Air Base, Turkey (2016)

Recipient of 14 Medals and 10 Ribbons

Co-author of Untying the Political Knot: Delaware During the War Between the States (2001)

MILITARY OVERSEAS ASSIGNMENTS AND DEPLOYMENT HISTORY

July 2016 -- Oct 2017, Incirlik Air Base, Turkey (Remote Assignment)

July -- Dec 2012, Kandahar Air Field, Afghanistan (Deployed)

Sep 2008 -- Sep 2009, Thule Air Base, Greenland (Remote Assignment)

July -- Sep 2004, Al Udeid Air Base, Qatar (Deployed)

Oct -- Nov 1989, Cairo West Air Field, Egypt (Deployed)

Aug 1984 -- Sep 1985, Camp Casey, South Korea (Remote Assignment)



Agenda
Item Summary
February 13, 2023

Agenda Item: *Approval of Minutes*

Background: *Review and approve the minutes from the January 9, 2023 council meeting*

Fiscal Impact: *N/A*

Staff Recommendation:

Approve

Council Action Requested:

Yes

Sample Motion(s):

*I motion to approve the
January 9, 2023 minutes as
presented.*

<i>Date</i>	<i>Gross Revenue</i>	<i>Town Percentage</i>
01/03/2023	\$36,097.56	\$1,779.51
01/04/2023	\$70,433.98	\$3,472.20
01/05/2023	\$16,461.87	\$811.52
01/06/2023	\$20,958.51	\$1,033.20
01/09/2023	\$47,516.40	\$2,342.42
01/10/2023	\$27,471.10	\$1,354.25
01/11/2023	\$19,117.67	\$942.45
01/12/2023	\$104,284.31	\$5,140.92
01/13/2023	\$6,857.13	\$338.04
01/17/2023	\$30,912.39	\$1,523.89
01/18/2023	\$36,063.11	\$1,777.81
01/19/2023	\$157,431.78	\$7,760.94
01/20/2023	\$51,636.75	\$2,545.55
01/23/2023	\$11,421.53	\$563.05
01/24/2023	\$33,983.04	\$1,675.27
01/25/2023	\$39,730.56	\$1,958.60
01/26/2023	\$27,770.36	\$1,369.00
01/27/2023	\$70,918.27	\$3,496.07
01/30/2023	\$27,283.86	\$1,345.02
01/31/2023	\$21,110.16	\$1,040.67
Total	\$857,460.34	\$42,270.38



TOWN OF MINERAL
TOWN COUNCIL MEETING
JANUARY 2023 REPORT / PROJECT UPDATE

AGENDA ITEM: DMV Manager Monthly Report

DATE: PREPARED BY: Shannon Hawkins

1. Contacted Barry Bowning about the new Mayor/Town manager. Action is being taken to have Mayor Jarvis sign Dmv Select contract and have his background run through Dmv.
2. All new council members filled out documents for town and to set up email.
3. New Council Members have emails 01-05
4. Monday 01/09 an audit of all Dmv Inventory took place by David Showers.
5. 01.09 First town council meeting with new Council and Mayor
6. 01/12 Mayor Jarvis and Barry Browning had a meeting about the Dmv Select

HEADS UP ITEMS: *The employees of Mineral, Virginia are committed to providing the highest quality service to the community as directed by the Town Council within the constraints of the town's resources and will do so without regard to personal gain or privilege.*



Agenda

Item Summary
February 13, 2023

Agenda Item: *Beautification/Anti-Litter/ Park Committee*

Background: *N/A*

Fiscal Impact: *N/A*

Staff Recommendation: *N/A*

Council Action Requested:
Yes

Sample Motion(s):

Motion to approve Mineral Beautification Festival 2023 Vendor Application.



Town of Mineral
BEAUTIFICATION FESTIVAL
PO Box 316
Mineral, VA 23117

The Town of Mineral is hosting a Mineral Beautification Festival on the Mineral Farmer's Market Field (81 Louisa Avenue, Mineral). The festival will be held on April 29th, 2023 from 9AM to 1 PM, rain or shine.

We would be pleased to have you join us as a vendor-for no fee! Please take a look at the enclosed application and guidelines, and return your signed application no later than April 10, 2023 to:

Town of Mineral
Beautification Festival
PO Box 316
Mineral, VA 23117

Questions may be directed to Bernice Kube at (540) 894-1299 or by email at:
bernice@townofmineral.net

ronchapman@townofmineral.net

We hope you can participate!

Sincerely,

Bernice Wilson Kube & Ron Chapman
Beautification Committee, Mineral Town Council



Town of Mineral Mineral Beautification Festival

2023 Vendor Application

Our purpose: We organized the festival to bring attention to and show pride for the Town of Mineral and surrounding areas. Through education and advocacy, we hope to encourage stewardship of the Town and community. By supporting local growers and craftspeople, we're creating a new income opportunity for area growers and craftspeople and offering consumers top-quality locally grown plants, produce and local craftwork at a convenient location.

Place, Date and time: The location of the festival is the field at 81 Louisa Avenue across from Luck Field in Mineral, Virginia. The festival is scheduled, rain or shine for Saturday April 29, 2023 from 9 AM to 1 PM. Spaces will not be assigned - Please let us know if you need special consideration.

Fees, guidelines: While there is no fee for qualified vendors to participate in the festival, we have set u several guidelines so that vendors know what is allowed and expected.

Vendors must set up by 8:30 a.m. to accommodate customers, and must remain set up until 1 p.m. A representative will be at the field at 7 a.m. to direct vendors.

Vendors will be responsible for bringing their own canopy, chairs, generator, tables, etc. Vendors will also be responsible for set up and clean up of their vendor area. It is of utmost importance that we leave the field in the same condition that we find it. Tents must be staked or weighted with at least 20 pounds per leg.

Once you arrive and unload your products, please move your vehicles to the back of the lot

Products that are suitable to sell at the festival include potted and cut flowers and herbs, bedding plants, seeds, shrubs, garden ornaments, outdoor furniture, handmade soaps and body care products, and other gardening related crafts.

We welcome educators that may further our goal of stewardship by teaching recycling habits, composting methods, rain collection, organic gardening practices, alternative fuel options, solar/wind power and the like.

Questions and comments may be sent to the Festival Committee at bernice@townofmineral.net or ronchapman@townofmineral.net or you may call Bernice Wilson Kube (540) 894-1299.

Return this portion to:
Town of Mineral
P.O. Box 316
Mineral, VA 23117

Business Name: _____

Contact Name: _____

Address: _____

Email Address: _____

Phone: _____

(Day) _____ (Evening) _____

Facebook

page/website _____

Please list the major products you intend to sell at the festival (if applicable)

(Signature) _____ (Date) _____



Agenda Item Summary
February 13, 2023

Agenda Item: Rules of Procedure

Background: At the last Council meeting Council expressed its desire to adopt Rules of Procedure for its meetings. These Rules were initially prepared by Council Member Nipper; the Town Attorney has provided suggested revisions. A copy showing the Town Attorney's suggested changes as well as a clean copy are included in the packet. These Rules can be modified at any time.

Fiscal Impact: NA

Staff Recommendation: Approve

Council Action Requested: Yes

Sample Motion(s):

Motion to approve Rules of Procedure as presented.

or

Motion to approve the Rules of Procedure as amended.

These *Mineral Town Council Meeting Procedures* are designed to help Town Council conduct its affairs in a timely and efficient manner, while encouraging a robust and meaningful dialogue with members of the community.

I. MEETINGS

A. Generally

1. Regular meetings. Council will adopt a schedule for its regular meetings at its first meeting in January of each year. Changes to the date, time or location(s) of regular meetings during the calendar year in accordance with state law.
2. At the first meeting of January each year the Vice Mayor shall be selected. The Mayor shall preside at the Organizational Meeting. The Mayor shall accept nominations from Council members for the position of Vice Mayor. The Mayor will then accept a motion to close the nomination process. After a motion to close the nomination process is approved by the Council, each Council member will be provided five minutes to speak about the Mayoral nominees. After all Council members have concluded their remarks, the Mayor will then call the roll and each Council member shall state their choice for the position of Vice Mayor.
3. At a work session conducted in January of each even numbered year, the Town Manager and Clerk of Council will coordinate a Council orientation for all Town Council members providing training and education on Town operations and Town Council Policies and Procedures.
4. Other meetings.
 1. "Town Hall Meetings" may be regularly scheduled meetings or may be scheduled as a special meeting by Council on a particular topic. A town hall meeting is a type of meeting at which Councilmembers answer questions from the public.
 2. "Work Sessions/Workshops" are meetings at which Council may discuss one or more specific topics in depth, or at which Council desires to receive an in-depth presentation from staff or an outside party on a particular topic. Council may vote on matters discussed at a Work Session (FOIA does not prohibit voting,) but generally the purpose of a Work Session is to inform Council on a topic and for Council to give staff or others general direction. Work Sessions may take place within a regular meeting or may be scheduled as a special meeting.

3. Special meetings, workshops, closed meetings, and emergency meetings may be scheduled and held in addition to the schedule of regular meetings. Notification requirements for special meetings, closed meetings and emergency meetings are governed by the Code of Virginia.

For special meetings, the purpose and nature of the meeting will dictate whether public comment will be allowed. Time for public comment may or may not be allocated depending on the nature of the meeting and at the discretion of Council.

B. Agenda and Materials

1. The Town Manager shall prepare a proposed agenda nine business days before the meeting for review by the Mayor. The proposed agenda for a regular meeting, and related agenda packets/materials, shall be "finalized" and distributed by the close of business on the Wednesday immediately preceding the regular meeting date (the proposed agenda does not actually become final until approved by Town Council at the meeting).
 - a. Any staff or council member who seeks to add items to a meeting agenda should notify the Town Manager and the Mayor at least ten business days before the date of the meeting. Last minute submissions are discouraged, but may occur from time to time when a matter that requires action expeditiously was not known in time to be presented during the normal agenda development process.
 - b. Citizens may suggest an item for consideration on a Council meeting agenda by submitting the suggestion in writing to the Town Manager (townmanager@townofmineral.net) at least ten business days prior to the meeting.
 - c. Subject to applicable FOIA requirements, last minute additions to a regular meeting agenda shall be ~~prepared~~prepared and provided to Council members, but Town Council must vote as to whether the item will be added to the agenda, during the "approval of the agenda" portion of the meeting.
2. The Town Manager will provide appropriate background agenda materials for the Council. The proposed Agenda and agenda packets/materials for upcoming Town Council meetings shall be made available for public inspection at the same time the materials are furnished to Council members. Posting on the

Town's website is not required by FOIA, but agenda packets/ materials timely received by the date set for finalizing an agenda shall also be posted on the Town's website.

3. Council may defer any item for which all relevant information has not been provided to the Clerk within the times set forth within these procedures.
4. Agenda Items
 - a. Once the Agenda is approved at the beginning of the meeting, all of the Agenda items shall be heard in the order in which they appear on the approved Agenda. A majority of Council members may agree to take out of sequence any listed on the approved agenda.
 - b. Each agenda item shall be given an approximate time limit. Generally, the total time allocated to any agenda item that does not include a scheduled public hearing shall not exceed twenty (20) minutes, unless the Mayor, after consultation with the other Council members, determines otherwise.
 - c. Opening presentations for agenda items shall be limited to ten (10) minutes, unless the Mayor, in consultation with the other Council members, determines otherwise.
 - d. For each agenda item, a staff member or Council member shall be designated as the person who will introduce the item to Council; however other presenters may also be recognized during Council's consideration of an Agenda Item. After presentation of the item, Council members may ask clarifying questions of any presenter, if necessary. If a public hearing is scheduled, the public hearing will be conducted before any discussion occurs or a motion is initiated by a Council member.

C. Transaction of Business

1. General.
 1. Unless otherwise specifically provided by law, Council may conduct business and vote upon any matter properly before it, at any meeting at which a quorum is present. A quorum consists of four members of Council.
 2. Informal discussion of a subject is permitted while no motion is pending.
 3. In making motions and transacting its business, Council shall follow the rules set forth within these Meeting Procedures. If a question of

procedure arises that cannot be resolved by the provisions within these Procedures, the Parliamentarian will consult Robert's Rules of Order and apply them to a resolution of the question.

4. If in speaking, any member violates these Rules, the Mayor will call the member to order.

2. Motions, generally.

1. Any Council member may make a motion. A Council member may make only one motion at a time.
2. Except as otherwise noted, all motions require a second; a motion dies for lack of a second.
3. Except as otherwise noted, each member is required to obtain the floor, by addressing the Mayor, before making motions or speaking either to other Council members or to members of the public.

3. Substantive Motions.

1. A substantive motion is any motion that deals with the merits of an item of business and that is within the Council's legal powers, duties and responsibilities.
2. A substantive motion is out of order while another substantive motion is pending.

5. Debate

- a. In the event that conflicts arise among members as to the order for speaking, the Mayor shall apply the following rules: the maker of a motion is entitled to speak first, if he/she/they wishes to do so; a member who has not spoken on an issue shall be recognized before someone who has already spoken.
- b. The Mayor may participate in the debate prior to declaring a matter ready for a vote.
- c. Council members shall not engage in electronic communications among themselves during a meeting, regarding any motion that is on the floor for debate.
- d. In debate, speakers shall be collegial in their language and shall avoid all reference to personalities. No member shall interrupt another without the consent of the Mayor, except when making a point of order.

6. Voting

- a. The Mayor shall call the question, either: (i) after a motion to call the question has received a second and has been voted upon, or (ii) at their discretion, any time after each member has had at least one opportunity to speak during debate. After the vote is taken, the Clerk shall announce that the motion is adopted or failed and the vote count.
- b. If any member abstains from voting, the reason for the abstention shall be included in the minutes of the meeting.

7. Mayor

The Mayor shall preside at all meetings of Town Council ("Mayor"). The Vice Mayor shall serve in the Mayor's absence.

Meetings of Town Council shall be governed according to these Meeting Procedures, except where provided otherwise by the Virginia Code or the Code of the Town of Mineral. Matters not addressed within by one of those sources shall be generally resolved in accordance with Robert's Rules of Order and by majority agreement of Council.

- a. The Town Attorney shall serve as the Parliamentarian for the purposes of interpreting these Meeting Procedure, and the Code of Virginia (1950), as amended, and Robert's Rules of Order, as may be directed by the Mayor, or as required as a result of a point of order raised by one or more Council members.
- b. No rule set forth within these Meeting Procedures can be suspended except by the consent of four Council members. Suspension of the rules may be made by a motion.
- c. At each Council meeting, the Mayor shall preserve order and decorum, and shall have the authority:
 - i. To decide questions of order;
 - ii. To determine whether a speaker is compliant with these Rules of Procedure, and to entertain and rule on objections from other members on this ground;
 - iii. To entertain and answer questions of procedure;
 - iv. To call a brief recess at any time;
 - v. To adjourn in an emergency.

- d. The Mayor shall ensure that individuals address their comments to Town Council at appropriate times, in accordance with the meeting agenda and these Rules of Procedure. Otherwise, no person shall address Town Council until leave to do so has been granted by the Town Council or until invited to do so by the Mayor. Remarks shall at all times be addressed directly to Council, and not to staff, the audience, or the media.
- e. Remarks and actions that disrupt the progress of the Council meeting, and remarks from persons other than Council members, the Town Manager, the Town Attorney, or a Presenter for an Agenda Item are not permitted, other than within the portions of a meeting Agenda set aside for "Community Matters", comment on a Consent Agenda item, or a public hearing.

The Mayor shall call an individual to order, including a Council member, when that individual fails to observe these rules. The following are examples of remarks and behavior that are not permitted:

- i. Interrupting a speaker who is addressing Council at the speaker's microphone or interrupting a speaker who has otherwise been invited to address Council during Community Matters or a Public Hearing;
- ii. Interrupting a Council member who is speaking;
- iii. Shouting, and talking (either individually or in concert with others) in a manner that prevents a speaker or a Council member from being heard or that otherwise hinders the progress of the meeting;
- iv. Blocking paths for emergency exit from the meeting room; engaging in any conduct that prevents a member of the audience from seeing or hearing Council members during a meeting; standing on chairs or tables within the Council meeting room;
- v. Threats of violence toward Council members, Town staff or members of the public;
- vi. Engaging in conduct that could be criminal offense under the Town Code or the Virginia Code;
- vii. Campaigning for elected office;
- viii. Promotion of personal private business ventures.

8. During a Town Council meeting the Mayor shall have control of the Council Chambers and the connecting halls and corridors within Town Hall, and any other venue where a Council meeting is being held. In case of any conduct described in section f, above, the Mayor may take measures deemed appropriate, including but not limited to suspending the meeting until order is restored, ordering areas to be cleared, or requiring any individual to exit the meeting room and adjacent premises (connecting halls and corridors).

9. Any person who has been expelled from a Council meeting shall be barred by the Mayor, from reentering the same Council meeting from which he/she/they was expelled.

D. Matters by the Public, Public Hearings & Other Comment Opportunities

1. *Community Matters* - Time shall be reserved during each regular Town Council meeting for Community Matters. The purpose of Community Matters is to offer individuals an opportunity to state a position, provide information to Town Council, comment on the services, policies and affairs of the Town, or present a matter that, in the speaker's opinion, deserves the attention of Town Council.
 - a. Each person who speaks during a Community Matters segment will have up to three (3) minutes.
 1. Speakers may not exceed their allotted time; the person whose name is written on the speaker sheet must be the person who begins speaking, although they may be accompanied by others to the podium and may share their time with them. Each speaker shall begin by clearly stating his/her/their name and locality of residence (or, if speaking on behalf of a business, by giving the location of the business).
 2. Written materials presented at Community Matters must be given to the Clerk prior to speaking and will be distributed to the Council. For distribution of hard copies to Council members, eight copies should be provided; however, electronic distribution is preferred and may be sent to towncouncil@townofmineral.net. PowerPoint presentations cannot be accommodated during Community Matters.

3. After an individual completes his/her/their remarks to Council, any Council member or the Town Manager may respond as they see fit once the Community Comments portion of the agenda has been concluded. To assure the orderly progress of the meeting, the Mayor shall ensure that, collectively, responses to any individual's remarks will not exceed a period of approximately two (2) minutes.
 4. Remarks that cannot readily be addressed within the Council members'/ Town Manager's 2-minute response time may be referred to the Town Manager by the Mayor, with a request that the Town Manager bring back a response at the meeting immediately following the present meeting.
2. *Public hearings* - From time to time, Council will conduct public hearings on specific topics as required by law or as Council otherwise deems appropriate. The purpose of a public hearing is for Council to receive public comments on a specific topic.
- a. Sign-up sheets are provided at the front of the room. Speakers will be called from that list, as time permits.
 - b. After all speakers on the sign-up list have been called, other individuals will be invited to speak, until everyone who wishes to speak on the topic has had a chance to do so.
 - c. During a public hearing, each speaker must limit his/her/their comments to the specific application or matter for which the public hearing has been scheduled.
 - d. No person may speak more than once during any public hearing. Each person who speaks during a public hearing will have up to three (3) minutes.
 - e. Prior to opening a Public Hearing, Council may, by motion, limit the number of speakers who will be heard, and/or reduce the time for each speaker to two (2) minutes, upon determining that the session could not be commenced in a timely manner.
3. *Written Comments* - To provide an additional mechanism to communicate with Council, an "Online Matters by the Public" form is provided on the Town website for electronically submitting comments. These comments are distributed to all Council members. Citizens may also contact Council members via their Town email addresses (available on the Town's website) or by written correspondence sent in care of the Clerk of Council.

E. Recess

1. During regular meetings, Council will take a brief recess every two hours. The Mayor will announce the recess at an appropriate time, or any member may, by point of order, remind the Mayor that a brief recess is due.
2. The Council's goal at regular meetings is to adjourn no later than 9:00 p.m.

II. THE COUNCIL – MANAGER RELATIONSHIP

A. In the interests of efficient management, if Council members seek answers from Town staff, they should generally attempt to do so through the Town Manager. In any event, when asking questions of staff, Council members should advise the Town Manager of same.

B. Members of the Town Council, including the Mayor, shall represent the official policies or positions of the Town Council to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Council members shall explicitly state they do not represent their body or the Town, nor will they allow the inference that they do. No member of Town Council may purport to speak on behalf of the Town on matters that have not been voted on by Council or that do not represent official Town policy unless authorized by vote of the Town Council.

D. If any Council member plans to attend an event or gathering to which any other Council members may also be invited, he/she/they shall advise the Clerk of Council and the Town's FOIA Officer at least five business days in advance of the time and place of the event or gathering.

E. Council members shall respect and adhere to the Council/Manager structure of Mineral Town government as outlined in the Mineral Town Code. In this structure, the Town Council determines the policies of the Town with the advice, information and analysis provided by Town staff, Boards and Commissions, and the public. Except as provided by the Town Code, Council members shall not interfere with the administrative functions of the Town or the professional duties of Town staff; nor shall they impair the ability of staff to implement Council policy decisions.

F. It is understood that the Mayor, nor any member of Council, possesses the authority to direct Town staff. The Council as a whole may direct the Town Manager; Town staff report to the Town Manager. Neither the Mayor nor individual members of Council possess the authority to direct the Town Manager.

These *Mineral Town Council Meeting Procedures* are designed to help Town Council conduct its affairs in a timely and efficient manner, while encouraging a robust and meaningful dialogue with members of the community.

I. MEETINGS

A. Generally

1. Regular meetings. Council will adopt a schedule for its regular meetings at its first meeting in January of each year. Changes to the date, time or location(s) of regular meetings during the calendar year in accordance with state law.
2. At the first meeting of January each year the Vice Mayor shall be selected. The Mayor shall preside at the Organizational Meeting. The Mayor shall accept nominations from Council members for the position of Vice Mayor. The Mayor will then accept a motion to close the nomination process. After a motion to close the nomination process is approved by the Council, each Council member will be provided five minutes to speak about the Mayoral nominees. After all Council members have concluded their remarks, the Mayor will then call the roll and each Council member shall state their choice for the position of Vice Mayor.
3. At a work session conducted in January of each even numbered year, the Town Manager and Clerk of Council will coordinate a Council orientation for all Town Council members providing training and education on Town operations and Town Council Policies and Procedures.
4. Other meetings.
 1. "Town Hall Meetings" may be regularly scheduled meetings or may be scheduled as a special meeting by Council on a particular topic. A town hall meeting is a type of meeting at which Councilmembers answer questions from the public.
 2. "Work Sessions/Workshops" are meetings at which Council may discuss one or more specific topics in depth, or at which Council desires to receive an in-depth presentation from staff or an outside party on a particular topic. Council may vote on matters discussed at a Work Session (FOIA does not prohibit voting,) but generally the purpose of a Work Session is to inform Council on a topic and for Council to give staff or others general direction. Work Sessions may take place within a regular meeting or may be scheduled as a special meeting.

3. Special meetings, workshops, closed meetings, and emergency meetings may be scheduled and held in addition to the schedule of regular meetings. Notification requirements for special meetings, closed meetings and emergency meetings are governed by the Code of Virginia.

For special meetings, the purpose and nature of the meeting will dictate whether public comment will be allowed. Time for public comment may or may not be allocated depending on the nature of the meeting and at the discretion of Council.

B. Agenda and Materials

1. The Town Manager shall prepare a proposed agenda nine business days before the meeting for review by the Mayor. The proposed agenda for a regular meeting, and related agenda packets/materials, shall be "finalized" and distributed by the close of business on the Wednesday immediately preceding the regular meeting date (the proposed agenda does not actually become final until approved by Town Council at the meeting).
 - a. Any staff or council member who seeks to add items to a meeting agenda should notify the Town Manager and the Mayor at least ten business days before the date of the meeting. Last minute submissions are discouraged, but may occur from time to time when a matter that requires action expeditiously was not known in time to be presented during the normal agenda development process.
 - b. Citizens may suggest an item for consideration on a Council meeting agenda by submitting the suggestion in writing to the Town Manager (townmanager@townofmineral.net) at least ten business days prior to the meeting.
 - c. Subject to applicable FOIA requirements, last minute additions to a regular meeting agenda shall be ~~prepared~~prepared and provided to Council members, but Town Council must vote as to whether the item will be added to the agenda, during the "approval of the agenda" portion of the meeting.
2. The Town Manager will provide appropriate background agenda materials for the Council. The proposed Agenda and agenda packets/materials for upcoming Town Council meetings shall be made available for public inspection at the same time the materials are furnished to Council members. Posting on the

Town's website is not required by FOIA, but agenda packets/ materials timely received by the date set for finalizing an agenda shall also be posted on the Town's website.

3. Council may defer any item for which all relevant information has not been provided to the Clerk within the times set forth within these procedures.
4. Agenda Items
 - a. Once the Agenda is approved at the beginning of the meeting, all of the Agenda items shall be heard in the order in which they appear on the approved Agenda. A majority of Council members may agree to take out of sequence any listed on the approved agenda.
 - b. Each agenda item shall be given an approximate time limit. Generally, the total time allocated to any agenda item that does not include a scheduled public hearing shall not exceed twenty (20) minutes, unless the Mayor, after consultation with the other Council members, determines otherwise.
 - c. Opening presentations for agenda items shall be limited to ten (10) minutes, unless the Mayor, in consultation with the other Council members, determines otherwise.
 - d. For each agenda item, a staff member or Council member shall be designated as the person who will introduce the item to Council; however other presenters may also be recognized during Council's consideration of an Agenda Item. After presentation of the item, Council members may ask clarifying questions of any presenter, if necessary. If a public hearing is scheduled, the public hearing will be conducted before any discussion occurs or a motion is initiated by a Council member.

C. Transaction of Business

1. General.
 1. Unless otherwise specifically provided by law, Council may conduct business and vote upon any matter properly before it, at any meeting at which a quorum is present. A quorum consists of four members of Council.
 2. Informal discussion of a subject is permitted while no motion is pending.
 3. In making motions and transacting its business, Council shall follow the rules set forth within these Meeting Procedures. If a question of

procedure arises that cannot be resolved by the provisions within these Procedures, the Parliamentarian will consult Robert's Rules of Order and apply them to a resolution of the question.

4. If in speaking, any member violates these Rules, the Mayor will call the member to order.

2. Motions, generally.

1. Any Council member may make a motion. A Council member may make only one motion at a time.
2. Except as otherwise noted, all motions require a second; a motion dies for lack of a second.
3. Except as otherwise noted, each member is required to obtain the floor, by addressing the Mayor, before making motions or speaking either to other Council members or to members of the public.

3. Substantive Motions.

1. A substantive motion is any motion that deals with the merits of an item of business and that is within the Council's legal powers, duties and responsibilities.
2. A substantive motion is out of order while another substantive motion is pending.

5. Debate

- a. In the event that conflicts arise among members as to the order for speaking, the Mayor shall apply the following rules: the maker of a motion is entitled to speak first, if he/she/they wishes to do so; a member who has not spoken on an issue shall be recognized before someone who has already spoken.
- b. The Mayor may participate in the debate prior to declaring a matter ready for a vote.
- c. Council members shall not engage in electronic communications among themselves during a meeting, regarding any motion that is on the floor for debate.
- d. In debate, speakers shall be collegial in their language and shall avoid all reference to personalities. No member shall interrupt another without the consent of the Mayor, except when making a point of order.

6. Voting

- a. The Mayor shall call the question, either: (i) after a motion to call the question has received a second and has been voted upon, or (ii) at their discretion, any time after each member has had at least one opportunity to speak during debate. After the vote is taken, the Clerk shall announce that the motion is adopted or failed and the vote count.
- b. If any member abstains from voting, the reason for the abstention shall be included in the minutes of the meeting.

7. Mayor

The Mayor shall preside at all meetings of Town Council ("Mayor"). The Vice Mayor shall serve in the Mayor's absence.

Meetings of Town Council shall be governed according to these Meeting Procedures, except where provided otherwise by the Virginia Code or the Code of the Town of Mineral. Matters not addressed within by one of those sources shall be generally resolved in accordance with Robert's Rules of Order and by majority agreement of Council.

- a. The Town Attorney shall serve as the Parliamentarian for the purposes of interpreting these Meeting Procedure, and the Code of Virginia (1950), as amended, and Robert's Rules of Order, as may be directed by the Mayor, or as required as a result of a point of order raised by one or more Council members.
- b. No rule set forth within these Meeting Procedures can be suspended except by the consent of four Council members. Suspension of the rules may be made by a motion.
- c. At each Council meeting, the Mayor shall preserve order and decorum, and shall have the authority:
 - i. To decide questions of order;
 - ii. To determine whether a speaker is compliant with these Rules of Procedure, and to entertain and rule on objections from other members on this ground;
 - iii. To entertain and answer questions of procedure;
 - iv. To call a brief recess at any time;
 - v. To adjourn in an emergency.

- d. The Mayor shall ensure that individuals address their comments to Town Council at appropriate times, in accordance with the meeting agenda and these Rules of Procedure. Otherwise, no person shall address Town Council until leave to do so has been granted by the Town Council or until invited to do so by the Mayor. Remarks shall at all times be addressed directly to Council, and not to staff, the audience, or the media.
- e. Remarks and actions that disrupt the progress of the Council meeting, and remarks from persons other than Council members, the Town Manager, the Town Attorney, or a Presenter for an Agenda Item are not permitted, other than within the portions of a meeting Agenda set aside for "Community Matters", comment on a Consent Agenda item, or a public hearing.

The Mayor shall call an individual to order, including a Council member, when that individual fails to observe these rules. The following are examples of remarks and behavior that are not permitted:

- i. Interrupting a speaker who is addressing Council at the speaker's microphone or interrupting a speaker who has otherwise been invited to address Council during Community Matters or a Public Hearing;
- ii. Interrupting a Council member who is speaking;
- iii. Shouting, and talking (either individually or in concert with others) in a manner that prevents a speaker or a Council member from being heard or that otherwise hinders the progress of the meeting;
- iv. Blocking paths for emergency exit from the meeting room; engaging in any conduct that prevents a member of the audience from seeing or hearing Council members during a meeting; standing on chairs or tables within the Council meeting room;
- v. Threats of violence toward Council members, Town staff or members of the public;
- vi. Engaging in conduct that could be criminal offense under the Town Code or the Virginia Code;
- vii. Campaigning for elected office;
- viii. Promotion of personal private business ventures.

8. During a Town Council meeting the Mayor shall have control of the Council Chambers and the connecting halls and corridors within Town Hall, and any other venue where a Council meeting is being held. In case of any conduct described in section f, above, the Mayor may take measures deemed appropriate, including but not limited to suspending the meeting until order is restored, ordering areas to be cleared, or requiring any individual to exit the meeting room and adjacent premises (connecting halls and corridors).

9. Any person who has been expelled from a Council meeting shall be barred by the Mayor, from reentering the same Council meeting from which he/she/they was expelled.

D. Matters by the Public, Public Hearings & Other Comment Opportunities

1. *Community Matters* - Time shall be reserved during each regular Town Council meeting for Community Matters. The purpose of Community Matters is to offer individuals an opportunity to state a position, provide information to Town Council, comment on the services, policies and affairs of the Town, or present a matter that, in the speaker's opinion, deserves the attention of Town Council.

a. Each person who speaks during a Community Matters segment will have up to three (3) minutes.

1. Speakers may not exceed their allotted time; the person whose name is written on the speaker sheet must be the person who begins speaking, although they may be accompanied by others to the podium and may share their time with them. Each speaker shall begin by clearly stating his/her/their name and locality of residence (or, if speaking on behalf of a business, by giving the location of the business).

2. Written materials presented at Community Matters must be given to the Clerk prior to speaking and will be distributed to the Council. For distribution of hard copies to Council members, eight copies should be provided; however, electronic distribution is preferred and may be sent to towncouncil@townofmineral.net. PowerPoint presentations cannot be accommodated during Community Matters.

3. After an individual completes his/her/their remarks to Council, any Council member or the Town Manager may respond as they see fit once the Community Comments portion of the agenda has been concluded. To assure the orderly progress of the meeting, the Mayor shall ensure that, collectively, responses to any individual's remarks will not exceed a period of approximately two (2) minutes.
 4. Remarks that cannot readily be addressed within the Council members'/ Town Manager's 2-minute response time may be referred to the Town Manager by the Mayor, with a request that the Town Manager bring back a response at the meeting immediately following the present meeting.
2. *Public hearings* - From time to time, Council will conduct public hearings on specific topics as required by law or as Council otherwise deems appropriate. The purpose of a public hearing is for Council to receive public comments on a specific topic.
 - a. Sign-up sheets are provided at the front of the room. Speakers will be called from that list, as time permits.
 - b. After all speakers on the sign-up list have been called, other individuals will be invited to speak, until everyone who wishes to speak on the topic has had a chance to do so.
 - c. During a public hearing, each speaker must limit his/her/their comments to the specific application or matter for which the public hearing has been scheduled.
 - d. No person may speak more than once during any public hearing. Each person who speaks during a public hearing will have up to three (3) minutes.
 - e. Prior to opening a Public Hearing, Council may, by motion, limit the number of speakers who will be heard, and/or reduce the time for each speaker to two (2) minutes, upon determining that the session could not be commenced in a timely manner.
 3. *Written Comments* - To provide an additional mechanism to communicate with Council, an "Online Matters by the Public" form is provided on the Town website for electronically submitting comments. These comments are distributed to all Council members. Citizens may also contact Council members via their Town email addresses (available on the Town's website) or by written correspondence sent in care of the Clerk of Council.

E. Recess

1. During regular meetings, Council will take a brief recess every two hours. The Mayor will announce the recess at an appropriate time, or any member may, by point of order, remind the Mayor that a brief recess is due.
2. The Council's goal at regular meetings is to adjourn no later than 9:00 p.m.

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- D. If any Council member plans to attend an event or gathering to which any other Council members may also be invited, he/she/they shall advise the Clerk of Council and the Town's FOIA Officer at least five business days in advance of the time and place of the event or gathering.
- E. Council members shall respect and adhere to the Council/Manager structure of Mineral Town government as outlined in the Mineral Town Code. In this structure, the Town Council determines the policies of the Town with the advice, information and analysis provided by Town staff, Boards and Commissions, and the public. Except as provided by the Town Code, Council members shall not interfere with the administrative functions of the Town or the professional duties of Town staff; nor shall they impair the ability of staff to implement Council policy decisions.
- F. It is understood that the Mayor, nor any member of Council, possesses the authority to direct Town staff. The Council as a whole may direct the Town Manager; Town staff report to the Town Manager. Neither the Mayor nor individual members of Council possess the authority to direct the Town Manager.



Agenda Item Summary
February 13, 2023

Agenda Item: Civility Pledge

Background: At the last Council meeting Council expressed its desire to adopt a Code of Ethics.

Fiscal Impact: NA

Staff Recommendation: Approve

Council Action Requested: Yes

Sample Motion(s):
Motion to approve the Code of Ethics.



CODE OF ETHICS

Recognizing that persons who hold public office have been given a public trust and that the stewardship of such office demands the highest levels of ethical and moral conduct, during the term of my service on the Mineral Town Council, I will:

1. Uphold the Constitution, laws and regulations of the United States, and to never be a party to their evasion.
2. Put loyalty to the highest moral principles and to the Town as a whole, above loyalty to individuals, districts, or particular groups.
3. Treat citizens, staff, and fellow board members with respect and courtesy at all times.
4. Seek to find and use the most equitable, efficient, effective, and economical means for getting tasks accomplished, policies and programs that support the rights and recognize the needs of all citizens regardless of race, gender, sexual preference, age, religion, creed, country of origin or disability.
5. Avoid adopting policies, supporting programs or engaging in activities that discriminate against or offend individuals because of race, sex, age, religion, creed, country of origin or disability.
6. Avoid discrimination through the dispensing of special favors or unfair privileges to anyone, whether for remuneration or not.
7. Give a full measure of effort and service to the position of trust for which stewardship has been granted, giving earnest effort and best thought to the performance of duties.
8. Never accept for myself, or my family members, favors or benefits under circumstances that might be construed by reasonable persons as influencing the performance of my governmental duties.
9. Make no private promises of any kind or make any representations that appear to make a commitment on behalf of the Town or the Council.

10. Uphold the requirements of the Virginia Conflict of Interests Act and engage in no business with the Town government, either directly or indirectly, except as may be consistent with state law.
11. Never use any information gained confidentially in the performance of governmental duties as a means of making private profit.
12. Make sure that, when expressing a personal belief or opinion, that a clear distinction is made between personal opinion or belief and a decision made by the Council.
13. Conduct myself in a transparent manner so that citizens have full access to the operation of the government, but also to keep confidential any and all information disclosed and/or discussed during a closed meeting, or that is provided as being confidential, in order to protect the Town and its citizens.
14. Keep all matters discussed in closed meeting confidential so as to protect the best interests of the Town of Mineral.

Signature of Council Member

Date: _____



Agenda Item Summary
February 13, 2023

Agenda Item: Civility Pledge

Background: At the last Council meeting Council expressed its desire to adopt the attached Civility Pledge as recommended by the Virginia Municipal League.

Fiscal Impact: NA

Staff Recommendation: Approve

Council Action Requested: Yes

Sample Motion(s):
Motion to approve the Civility Pledge.

Civility Pledge

The Town of Mineral pledges to practice and promote civility within the Mineral Town Council.

The elected officials of the Mineral Town Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the community.

This pledge ensures all communication – both spoken and written – to be open, honest and transparent as this is vital for cultivating trust and relationships.

This pledge ensures mutual respect to achieve municipal goals, recognizing that patience, tolerance and civility are imperative to success.

This pledge creates opportunities for finding common ground and engaging in civil discussion to seek solutions through active listening and thoughtful participation.

Adopted this 13th day of February, 2023:

The Honorable Ed Jarvis, Mayor
The Honorable Blair Nipper, Vice-Mayor
The Honorable Bernice Kube
The Honorable Ronald Chapman
The Honorable Olivia McCarthy
The Honorable Becky McGehee



Agenda
Item Summary
February 13, 2023

Agenda Item: *Resolution to adopt budget*

Background:

Fiscal Impact:

Staff Recommendation:

Council Action Requested:

Vote to approve

Sample Motion(s):

*I motion to approve the
budget as presented.*

BUDGET APPROVAL & APPROPRIATION RESOLUTION

WHEREAS on _____[insert date of budget public hearing], the Mineral Town Council conducted a duly advertised public hearing on the FY 2022-2023 budget in a total amount of \$ _____; and

WHEREAS the Mineral Town Council approved the FY 2022-23 budget on _____ and appropriated the amount of _____; and

WHEREAS the Mineral Town Council now seeks to appropriate the remaining funds in the FY2022-23 budget.

NOW THEREFORE BE IT RESOLVED by the Mineral Town Council, at its meeting, on February 13, 2023, that the amount of \$ _____, as set forth in the FY2022-23 budget document, is hereby appropriated for immediate expenditure.

Water & Sewer	FY23 Budget	FY23 Spending	Available	Increase/Decrease	New FY23 Funding	Last 6 Months FY23
Wastewater Treatment	\$ 125,000.00	\$ 30,597.78	\$ 94,402.22	\$ (50,000.00)	\$ 79,402.22	\$ 44,402.22
Water Purchase	\$ 120,000.00	\$ 22,037.07	\$ 97,962.93	\$ (50,000.00)	\$ 149,962.93	\$ 47,962.93
Repairs	\$ 425,000.00	\$ 27,815.17	\$ 397,184.83	\$ (350,000.00)	\$ 147,184.83	\$ 47,184.83
Hook up fee paid to LCWA	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 15,000.00
Water Testing/Monitoring	\$ 13,000.00	\$ 13,190.11	\$ (190.11)	\$ 10,000.00	\$ 23,190.11	\$ 9,809.89
Water Deposit Refunds	\$ 500.00	\$ 88.56	\$ 411.44	\$ (250.00)	\$ 250.00	\$ 161.44
Total	\$ 698,500.00	\$ 93,728.69	\$ 604,771.31	\$ 460,250.00	\$ 258,250.00	\$ 164,521.31
Cemetery	FY23 Budget	FY23 Spending	Available	Increase/Decrease	New FY23 Funding	Last 6 Months FY23
Buyback (Plots)	\$ 1,000.00	\$ -	\$ 1,000.00	\$ (500.00)	\$ 500.00	\$ 500.00
Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Perpetual Care Fund	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00
Total	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 500.00	\$ 4,000.00	\$ 4,000.00
IT/Telephone	FY23 Budget	FY23 Spending	Available	Increase/Decrease	New FY23 Funding	Last 6 Months FY23
Software	\$ 8,000.00	\$ 5,915.98	\$ 2,084.02	\$ 27,000.00	\$ 29,084.02	\$ 29,084.02
Webpage	\$ 2,000.00	\$ 1,425.00	\$ 575.00	\$ -	\$ 2,000.00	\$ 575.00
Website	\$ 1,500.00	\$ -	\$ 1,500.00	\$ (1,500.00)	\$ -	\$ -
Firewall	\$ 1,300.00	\$ -	\$ 1,300.00	\$ (1,300.00)	\$ -	\$ -
IT Support	\$ 12,000.00	\$ -	\$ 12,000.00	\$ (6,000.00)	\$ -	\$ -
Telephone	\$ 6,800.00	\$ 3,868.95	\$ 2,931.05	\$ -	\$ 3,868.95	\$ 2,931.05
Internet/Email/Cloud Storage	\$ 4,200.00	\$ 2,100.75	\$ 2,099.25	\$ -	\$ 4,200.00	\$ 2,099.25
Laptop Replacement	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 10,000.00
Miscellaneous	\$ -	\$ 1,284.95	\$ (1,284.95)	\$ 2,800.00	\$ 2,800.00	\$ 1,515.05
Total	\$ 45,800.00	\$ 14,595.68	\$ 31,204.37	\$ 11,600.00	\$ 56,668.02	\$ 52,204.37
Town Expense	FY23 Budget	FY23 Spending	Available	Increase/Decrease	New FY23 Funding	Last 6 Months FY23
Land Fill Charges	\$ 14,400.00	\$ 7,197.12	\$ 7,202.88	\$ -	\$ 14,400.00	\$ 7,202.88
Legal Fees	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 15,000.00	\$ 7,500.00
Electric	\$ 25,000.00	\$ 12,134.72	\$ 12,865.28	\$ -	\$ 25,000.00	\$ 12,865.28
Oil Heat for BLDG	\$ 1,500.00	\$ 2,919.56	\$ (1,419.56)	\$ 3,000.00	\$ 4,500.00	\$ 1,580.44
Miscellaneous	\$ 500.00	\$ 1,695.95	\$ (1,195.95)	\$ 3,000.00	\$ 3,000.00	\$ 1,804.05
Office Supplies	\$ 20,000.00	\$ 4,550.72	\$ 15,449.28	\$ (10,000.00)	\$ 10,000.00	\$ 5,449.28
Police & Legal Matters	\$ 5,000.00	\$ -	\$ 5,000.00	\$ (5,000.00)	\$ -	\$ -
Postage	\$ 2,200.00	\$ 1,366.95	\$ 833.05	\$ -	\$ 2,200.00	\$ 833.05
Office Cleaning	\$ 9,000.00	\$ 1,800.00	\$ 7,200.00	\$ (3,600.00)	\$ 3,600.00	\$ 3,600.00
Repairs/Maintenance BLDG	\$ 40,000.00	\$ 4,431.38	\$ 35,568.62	\$ (20,000.00)	\$ 20,000.00	\$ 15,568.62
Repairs/Maintenance Vehicles	\$ 2,500.00	\$ 1,893.43	\$ 606.57	\$ 1,000.00	\$ 1,000.00	\$ 606.57
Trash Service	\$ 32,000.00	\$ 16,000.00	\$ 16,000.00	\$ -	\$ 32,000.00	\$ 16,000.00
Uniforms	\$ 1,000.00	\$ -	\$ 1,000.00	\$ (500.00)	\$ 500.00	\$ 500.00
Tax Overpayments	\$ 500.00	\$ 849.80	\$ 150.20	\$ -	\$ 500.00	\$ 150.20
Training/Conferences/Travel	\$ 4,500.00	\$ 300.00	\$ 4,200.00	\$ -	\$ 4,500.00	\$ 4,200.00
Audit	\$ 14,000.00	\$ 14,000.00	\$ -	\$ -	\$ 14,000.00	\$ -
Dues/Permits/Licenses	\$ 3,500.00	\$ 1,595.00	\$ 1,905.00	\$ -	\$ 3,500.00	\$ 1,905.00
Debt Service	\$ 71,580.00	\$ -	\$ 71,580.00	\$ -	\$ 71,580.00	\$ 71,580.00
Advertising	\$ 3,000.00	\$ 4,186.50	\$ (1,186.50)	\$ 3,000.00	\$ 3,000.00	\$ 1,813.50
Beautification	\$ 4,730.00	\$ 1,194.12	\$ 3,535.88	\$ -	\$ 4,730.00	\$ 3,535.88
Fire Programs Expense	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ -
Total	\$ 284,910.00	\$ 98,115.25	\$ 186,794.75	\$ 49,100.00	\$ 255,810.00	\$ 156,694.75
Personal Payroll	FY23 Budget	FY23 Spending	Available	Increase/Decrease	New FY23 Funding	Last 6 Months FY23
**Salaries	\$ 413,358.00	\$ 113,115.25	\$ 300,242.75	\$ -	\$ 300,242.75	\$ 187,127.50
FICA - Fed Tax	\$ 31,622.00	\$ 31,892.71	\$ (270.71)	\$ 32,000.00	\$ 63,622.00	\$ 31,729.29
VRS/State Tax	\$ 17,000.00	\$ 5,696.24	\$ 11,303.76	\$ (4,000.00)	\$ 15,303.76	\$ 7,303.76
Aflac	\$ 7,000.00	\$ 496.40	\$ 6,503.60	\$ (6,000.00)	\$ 503.60	\$ 503.60
Insurance - VRSA	\$ 14,200.00	\$ 7,732.00	\$ 6,468.00	\$ -	\$ 14,200.00	\$ 6,468.00
Health Plan/Anthem	\$ 65,556.00	\$ 18,240.00	\$ 47,316.00	\$ -	\$ 65,556.00	\$ 47,316.00
Total	\$ 548,736.00	\$ 177,172.60	\$ 371,563.40	\$ 42,000.00	\$ 457,620.75	\$ 280,448.15
Not Categorized	FY23 Budget	FY23 Spending	Available	Increase/Decrease	New FY23 Funding	Last 6 Months FY23
Asset Management/FMS	\$ 15,000.00	\$ -	\$ 15,000.00	\$ 11,745.00	\$ 26,745.00	\$ 26,745.00
Bank Charges	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ 50.00
Conference Room Upgrades	\$ 9,200.00	\$ -	\$ 9,200.00	\$ (9,200.00)	\$ -	\$ -
Perpetual Care	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -
Insurance - Aflac	\$ 7,000.00	\$ -	\$ 7,000.00	\$ (7,000.00)	\$ -	\$ -
COVID Utility Funds Return	\$ 5,105.00	\$ -	\$ 5,105.00	\$ -	\$ -	\$ -
Total	\$ 39,855.00	\$ -	\$ 39,855.00	\$ 27,945.00	\$ 26,795.00	\$ 26,795.00
Grand Total	\$ 1,622,901.00	\$ 383,612.17	\$ 1,238,688.83	\$ 591,395.00	\$ 1,059,143.77	\$ 684,663.53



Agenda
Item Summary
February 13, 2023

Agenda Item: *Regional Natural Hazard Mitigation Plan*

Background: *Discussion/Review of the Thomas Jefferson Planning District's Regional Natural Hazard Mitigation Plan*

Fiscal Impact: *N/A*

Staff Recommendation: *N/A*

Council Action Requested:
Council should be prepared to vote at the March meeting on this matter.

Sample Motion(s): *N/A*

RESOLUTION
TOWN OF MINERAL ADOPTION
OF THE
REGIONAL NATURAL HAZARD MITIGATION PLAN

WHEREAS, the Disaster Mitigation Act of 2000, as amended, requires that local governments develop, adopt and update natural hazard mitigation plans in order to receive certain federal assistance; and,

WHEREAS, the Thomas Jefferson Planning District's Regional Natural Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44C.F.R. 201.6; and,

WHEREAS, The Town of Mineral has been involved in the preparation of the Regional Natural Hazard Mitigation Plan, with Louisa County staff representing the County on the Working Group and Town staff working with TJPDC staff to identify mitigation actions for inclusion in the plan, and,

WHEREAS, the Virginia Department of Emergency Management (VDEM) and the Federal Emergency Management Agency (FEMA) have approved the plan with no changes recommended; and,

WHEREAS, hazard mitigation is essential to protect life and property by reducing the potential for future damages and economic losses resulting from natural disasters;

NOW THEREFORE BE IT RESOLVED, the Town of Mineral Town Council does hereby adopt the Regional Natural Hazard Mitigation Plan.

ADOPTED by the Town of Mineral Town Council on this ____ day of _____, 2023.

APPROVED

(Head of jurisdiction's governing body)

ATTEST

(Jurisdiction representative)

Natural Hazard Mitigation Plan: Introduction

Hazard Mitigation Planning

The purpose of the Regional Natural Hazard Mitigation Plan is to prepare for natural disasters before they occur, thus reducing loss of life, property damage, and disruption of commerce.

The Federal Emergency Management Agency (FEMA) requires such a plan as a condition for eligibility in certain mitigation grant programs. The plan applies to all jurisdictions in the Thomas Jefferson Planning District – Albemarle County, the City of Charlottesville, Greene County, Louisa County, Fluvanna County, Nelson County, and the Towns of Stanardsville, Louisa, Mineral & Scottsville. The original plan was adopted by all jurisdictions in 2005, and the plan was further updated in 2012 and 2018.

The following sections are included in the plan:

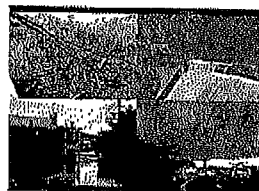
1. Introduction – an overview of hazard mitigation generally and an outline of the plan
2. Planning Process – the process through which the plan was developed, including public input
3. Community Profile – general information about communities in the planning district
4. Hazard Identification and Analysis – general information about potential hazards in the planning district, the historic record of hazard events, and the probability of future events
5. Vulnerability Assessment – analysis of the human impact hazards could cause, with estimated potential losses for various hazard scenarios
6. Capabilities Assessment – a survey of current local capacity to mitigate natural hazards
7. Mitigation Strategy – goals, objectives, and action items selected to mitigate hazards identified in the plan



Planning Process

The lead agency in the preparation of this plan is the Thomas Jefferson Planning District Commission (PJDC). The PJDC provides resources that ensure the plan takes an efficient regional approach and is supported by a Hazard Mitigation Working Group, consisting of representatives from local planning departments, emergency managers, and local administrators to help guide updates to the plan. Once adopted the Working Group members will help monitor and implement the plan.

Regional Natural Hazard Mitigation Plan



Prepared by the
Thomas Jefferson Planning
District Commission
and its member jurisdictions
in partnership with
the Virginia Department of
Emergency Management

2018 Update
PJDC

extreme heat/cold
Wildfire
Flooding
High-Wind
Winter-weather
Lightning
Dam

Hazard Identification and Analysis Process

The purpose of the hazard identification process is to describe all natural hazards that affect the Thomas Jefferson Planning District and provide an analysis on their location, extent, severity, and probability of occurrence. Each individual hazard was identified, including a description of the hazard in general written from a national perspective, followed by an in-depth analysis based on the particular impact the hazard has on the Thomas Jefferson Planning District. The Hazard Assessment Tool was used to evaluate each identified hazard according to the probability of occurrence and the severity in terms of impact to human life, property, and business operations. Results of the 2023 risk assessment are outlined in the hazard vulnerability assessment matrix below.

Hazard Vulnerability Assessment

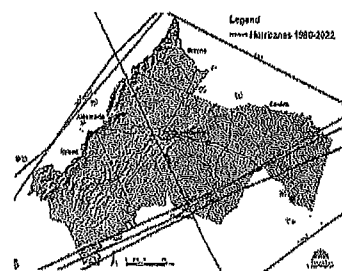
HAZARD	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	Frequency of occurrence	Estimated number of people affected	Estimated number of buildings affected	Estimated number of businesses affected	Relative threat*
HAZARD	Low Medium High	Low Medium High	Low Medium High	Low Medium High	0 - 100%
Extreme heat/cold	3	3	2	2	
Flooding	3	1	2	2	
Winter storms/winter weather	3	1	1	2	
Communicable Disease/Outbreaks	2	2	1	2	38%
Lightning	2	1	1	1	22%
Wildfire	2	1	1	1	22%
Drought / Extreme Drought	2	1	1	1	22%
Dam Failure	1	2	2	2	22%
Tornado	2	1	1	1	22%
Earthquake	1	1	2	2	19%
Landslide	1	1	1	1	19%
AVERAGE SCORE	1.8	1.5	1.5	1.5	

HIRA: Hurricanes, High Wind, Wind Storms & Lightning

HURRICANES, HIGH WIND, WIND STORMS

Wind associated with hurricanes, thunderstorms and other weather phenomena poses the most significant risk to area residents. Wind related weather has caused more than \$2 million in property and crop damage. These winds have resulted in 89 injuries and 2 deaths since 1988. Significant past wind events include the 2012 Dardot, which caused significant regional damage and was a Federally declared disaster. Wind events caused by thunderstorms can be especially dangerous because they develop quickly. Hurricane related winds tend to have a greater impact in the eastern part of Virginia. Few hurricanes have made a direct hit on the region. Most are downgraded to tropical storms before they reach the planning district. Note: Tornadoes are addressed on a separate poster.

Historic Hurricane Tracks 1980-2008



Hurricane/Tropical Storms 2010-2020

Year	Storm	Category	Deaths	Injuries	Property Loss	Crop Damage
2010	Chantal	1	0	0	\$1,000,000	\$1,000,000
2011	Lincoln	1	0	0	\$1,000,000	\$1,000,000
2012	Dardot	1	0	0	\$1,000,000	\$1,000,000
2013	Isaac	1	0	0	\$1,000,000	\$1,000,000
2014	Isaac	1	0	0	\$1,000,000	\$1,000,000
2015	Isaac	1	0	0	\$1,000,000	\$1,000,000
2016	Isaac	1	0	0	\$1,000,000	\$1,000,000
2017	Isaac	1	0	0	\$1,000,000	\$1,000,000
2018	Isaac	1	0	0	\$1,000,000	\$1,000,000
2019	Isaac	1	0	0	\$1,000,000	\$1,000,000
2020	Isaac	1	0	0	\$1,000,000	\$1,000,000

Notable Hurricanes in the Planning District

Year	Storm	Category	Deaths	Injuries	Property Loss	Crop Damage
1988	Isaac	1	0	0	\$1,000,000	\$1,000,000
1989	Isaac	1	0	0	\$1,000,000	\$1,000,000
1990	Isaac	1	0	0	\$1,000,000	\$1,000,000
1991	Isaac	1	0	0	\$1,000,000	\$1,000,000
1992	Isaac	1	0	0	\$1,000,000	\$1,000,000
1993	Isaac	1	0	0	\$1,000,000	\$1,000,000
1994	Isaac	1	0	0	\$1,000,000	\$1,000,000
1995	Isaac	1	0	0	\$1,000,000	\$1,000,000
1996	Isaac	1	0	0	\$1,000,000	\$1,000,000
1997	Isaac	1	0	0	\$1,000,000	\$1,000,000
1998	Isaac	1	0	0	\$1,000,000	\$1,000,000
1999	Isaac	1	0	0	\$1,000,000	\$1,000,000
2000	Isaac	1	0	0	\$1,000,000	\$1,000,000
2001	Isaac	1	0	0	\$1,000,000	\$1,000,000
2002	Isaac	1	0	0	\$1,000,000	\$1,000,000
2003	Isaac	1	0	0	\$1,000,000	\$1,000,000
2004	Isaac	1	0	0	\$1,000,000	\$1,000,000
2005	Isaac	1	0	0	\$1,000,000	\$1,000,000
2006	Isaac	1	0	0	\$1,000,000	\$1,000,000
2007	Isaac	1	0	0	\$1,000,000	\$1,000,000
2008	Isaac	1	0	0	\$1,000,000	\$1,000,000
2009	Isaac	1	0	0	\$1,000,000	\$1,000,000
2010	Isaac	1	0	0	\$1,000,000	\$1,000,000
2011	Isaac	1	0	0	\$1,000,000	\$1,000,000
2012	Isaac	1	0	0	\$1,000,000	\$1,000,000
2013	Isaac	1	0	0	\$1,000,000	\$1,000,000
2014	Isaac	1	0	0	\$1,000,000	\$1,000,000
2015	Isaac	1	0	0	\$1,000,000	\$1,000,000
2016	Isaac	1	0	0	\$1,000,000	\$1,000,000
2017	Isaac	1	0	0	\$1,000,000	\$1,000,000
2018	Isaac	1	0	0	\$1,000,000	\$1,000,000
2019	Isaac	1	0	0	\$1,000,000	\$1,000,000
2020	Isaac	1	0	0	\$1,000,000	\$1,000,000

High/Strong Wind Events and Thunderstorms with Wind 2010-2020

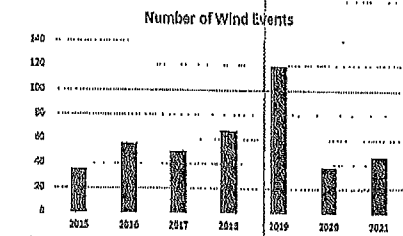
Year	Storm	Category	Deaths	Injuries	Property Loss	Crop Damage
2010	Chantal	1	0	0	\$1,000,000	\$1,000,000
2011	Lincoln	1	0	0	\$1,000,000	\$1,000,000
2012	Dardot	1	0	0	\$1,000,000	\$1,000,000
2013	Isaac	1	0	0	\$1,000,000	\$1,000,000
2014	Isaac	1	0	0	\$1,000,000	\$1,000,000
2015	Isaac	1	0	0	\$1,000,000	\$1,000,000
2016	Isaac	1	0	0	\$1,000,000	\$1,000,000
2017	Isaac	1	0	0	\$1,000,000	\$1,000,000
2018	Isaac	1	0	0	\$1,000,000	\$1,000,000
2019	Isaac	1	0	0	\$1,000,000	\$1,000,000
2020	Isaac	1	0	0	\$1,000,000	\$1,000,000

VAISLA Lightning Flash Density/Mile 2015-2019

NLDN average
total lightning density
April-June 2018-2019



Number of Wind Events by Year 2015-2021



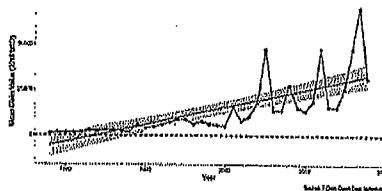
HIRA: Flooding and Dam Failure

Flooding and Dams

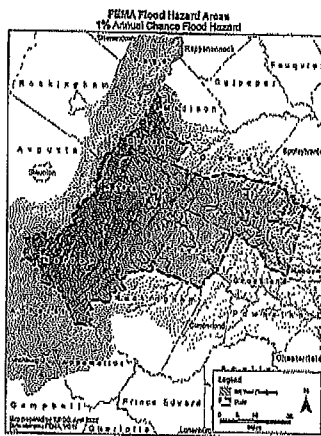
Flooding is considered one of the most significant risks to people and property statewide. Flooding is associated with heavy or extended rain events and may be locally constrained or occur far downstream from a weather event. Riverine flooding occurs along large river systems like the James or Roanoke Rivers. In the case of riverine flooding the storm event takes place upstream and causes floodwaters to travel downstream. Examples of this kind of flooding can be found in the towns of Scottsville and Columbia. All of which have suffered devastating floods.

Dam failure risk is evaluated based on a dam's hazard potential in terms of its threats to flooding people and property downstream. Dams are categorized into three risk classes low, significant and high. These categories factor in the dam size and the number of people in the floodway. It does not focus on the quality of the structure.

National Annual Flood Loss (mean claim value of flood insurance)



100 Year Floodplain (1% Chance of Flood)

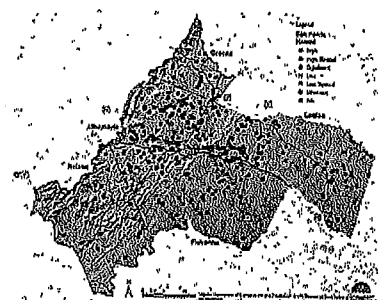


Floods 2010-2021

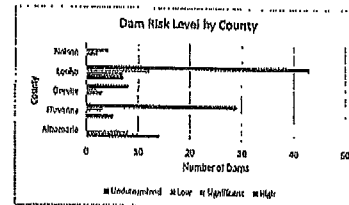
Locality	#	Deaths	Injuries	Property Loss	Crop Damage
Abingdon	1	0	0	\$50,000.00	\$
Charlottesville	1	0	0	\$1,000,000.00	\$
Pittsylvania	0	0	0	\$	\$
Orange	1	0	0	\$4,777,000.00	\$312,000.00
Louis	0	0	0	\$	\$
Nelson	1	0	0	\$30,000.00	\$
Region	500	1	0	\$4,857,000.00	\$312,000.00

Source: National Climatic Data Center (NCDC)

Dam Points Across Region



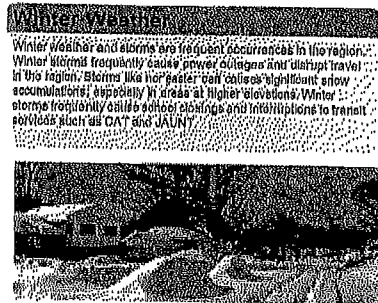
Dam Risk Level by County



HIRA Assessment

	Unassessed Count	High Risk Count	Significant Count	Low Risk Count	Total Count
Flooding	3	1	2	2	8
Dam Failure	1	2	2	2	7

HIRA: Winter Weather



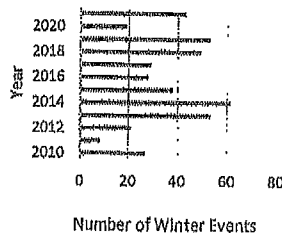
Winter weather and storms are frequent occurrences in the region. Winter storms frequently cause power outages and disrupt travel in the region. Storms like Nor'easters can cause significant snow accumulations, especially in areas at higher elevations. Winter storms frequently cause school closings and interruptions to transit services such as CAT and JAVNY.

Winter Weather Events by Type 2000-2020

Locality	Blizzard	Cold/Wind Chill	Freezing Fog	Heavy Snow	Ice Storm	Winter Storm	Winter Weather	Frost/ Freeze
Albany	2	1	1	5	16	37	83	33
Fluanna	2	4		1	3	48	40	3
Groton	2			7	7	39	79	34
Louisa				1	3	68	48	3
Nelson	2	2		5	7	34	66	33
Region	6	7	1	19	26	219	319	106

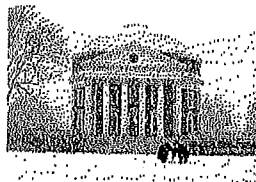
Total Number of Winter Events by Year

Winter Events In TJPDC Region by Year (2010-2021)

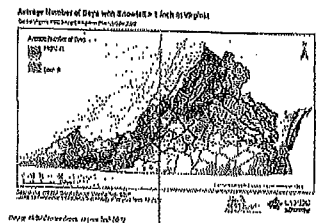


Winter Storm Events 2010-2020

Locality	#	Deaths	Injuries	Property Damage
Albany	10	0	0	\$5,000.00
Fluanna	19	0	0	\$110,000.00
Groton	21	0	0	\$160,000.00
Louisa	21	0	0	\$6,000.00
Nelson	21	0	0	\$6,000.00
Region	120	0	0	\$280,000.00



Frequency of Snowfall Events



HIRA Assessment

Locality	Low	Medium	High	Very High	Extremely High
Winter Weather	3	1	1	2	1

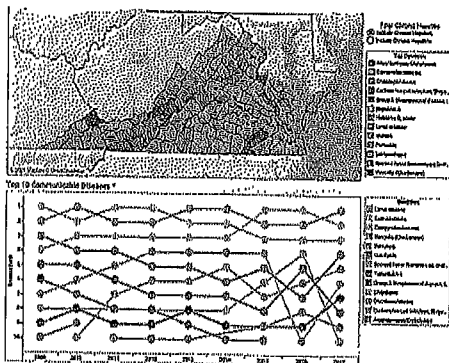
HIRA: Communicable Disease/Pandemic

Communicable Disease/Pandemic

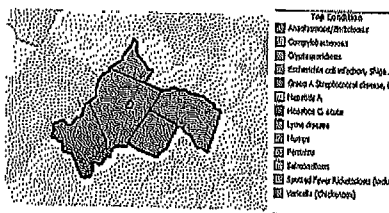
The most common infectious diseases impacting the region prior to Coronavirus were *Campylobacteriosis* and *Salmonella*. Both live in the intestines of birds and are spread to humans through consumption of contaminated foods, contact with infected animals, or by drinking contaminated water. Lyme disease is commonly spread through vectors such as ticks.

The Covid-19 pandemic is the leading infectious disease in each locality, surpassing historical data from 2019 on the top reported cases of other contagious diseases. Rather than case rates ranging from 20-60 per 100,000 people, Coronavirus cases have reached 9,000-14,000 cases per 100,000 people in the Thomas Jefferson Planning District Region.

Top Communicable Diseases in Virginia (Excluding Chronic Hepatitis)



Top Communicable Diseases in TJPD (Excluding Chronic Hepatitis)

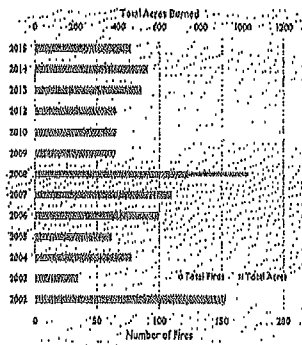


HIRA: Wildfire

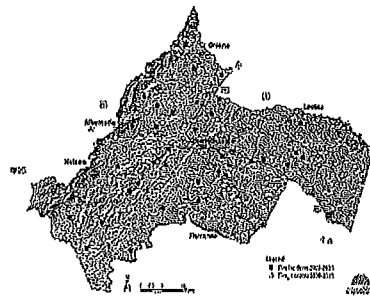
Wildfire

Wildfires are a relatively common occurrence in the rural portions of the POC. Since 2017, there have been 468 fires that have burned a total of 3,276 acres of land. Most wildfires are small and are quickly brought under control by local firefighters and state Department of Forestry. Frequent causes of blazes are discarded cigarette butts and out-of-control brush fires burning. There have been a number of large notable fires but these have been mostly contained in Federal lands. For example, the Rocky Mountain Fire burned portions of Shenandoah National Park in Greene County. People and property are at increased fire risk as more people move into rural areas and extend the urban wildland fringe.

Wildfire Acreage and Number of Events



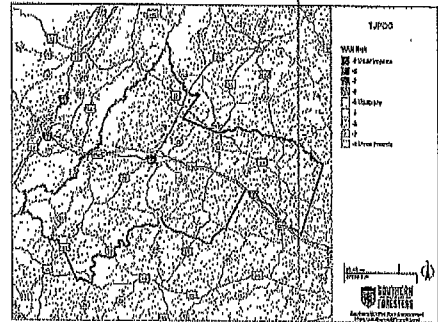
Wildfire Location and Acreage Burned



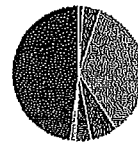
Wildfire Events 2017-2021

Locality	# Of Fires	Acres
Albemarle	136	1216.9
Fluvanna	98	819.1
Greene	29	31.1
Louisa	130	1296.4
Nelson	63	412.1
TjPDC	468	3276.6

Wildfire Risk Index



Causes of Wildfires 2017-2021



- Carelessness
- Lightning
- Discarded cigarette butts
- Out-of-control brush fires
- Overcrowding
- Misuse of equipment

HIRA Assessment

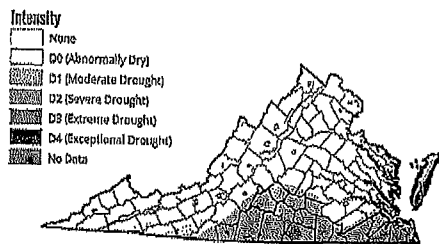
	Physical Hazard	Physical Vulnerability	Physical Exposure	Physical Consequence	Physical Mitigation
Wildfire	2	1	1	2	2

HIRA: Temperature Extremes, Drought & Landslides

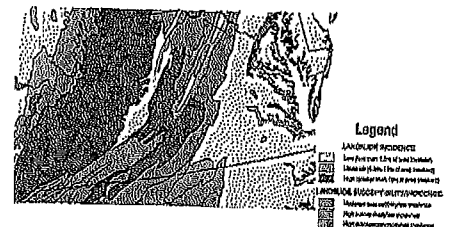
Temperature Extremes and Drought

Temperature extremes are considered to be those temperatures which are 10° above or below a baseline normal temperature. Both extreme cold and heat present hazards to vulnerable populations. The region's lowest recorded temperature was -1° (February, 2015) and the highest was 106° (July 2012). Drought is a natural climatic condition caused by extended periods of limited precipitation. Factors that influence drought severity include a prolonged lack of rainfall, human dominance (water withdrawal), high winds and low relative humidity (which increases evaporation). Prolonged drought poses risks to people, agriculture and natural resources. Drought forecasts are produced by the U.S. Drought Monitor. According to the USGS the eastern slopes of the Blue Ridge are characterized as having high susceptibility and a low incidence of landslides. Deforestation and the removal of vegetation greatly increase the chance of landslides.

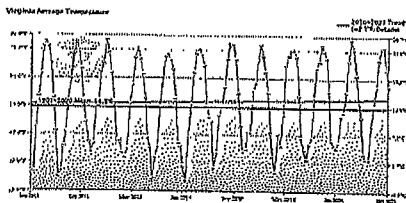
US Drought Monitor (USGS) Snapshot (Dec 20, 2021)



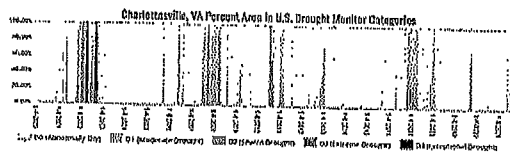
USGS Landslide Overview Map



Virginia Monthly High, Low and Average Temperatures



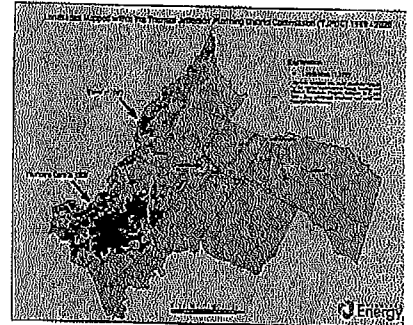
Region Historic Drought based on Percent Area



HIRA Assessment

	Lowest Score (0-5)	Probability of Event (0-5)	Physical Impact (0-5)	Human Impact (0-5)	Relative Risk (0-25)
SCORE	0.5 (High)	0.5 (High)	0.5 (High)	0.5 (High)	0.5 (High)
Drought/Extreme Heat	2	1	1	2	22%
Landslide	1	1	1	1	1%

Landslides in Region from 1969-2020



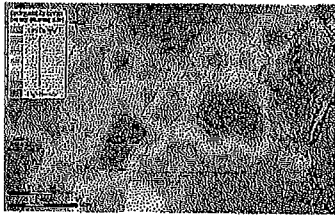
HIRA: Tornado and Earthquake

Tornado and Earthquake

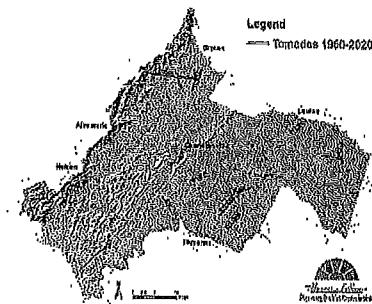
This Region averages about 1 tornado a year. Most tornadoes experienced in the region are EF0 or EF1 events. However, the exception was a major tornado produced by Tropical Storm Ivy (EF2) which touched down in Fluvanna County. July is the most active month for tornadoes as it has the most number of thunderstorms. Most storms spawned by these afternoon thunderstorms tend to be weak events (EF0-EF1).

Earthquakes are a relatively rare event in the region with most quakes that do occur being a magnitude 2.5 or less. These quakes are rarely noticeable to people and pose little risk to life and property. However, the region has experienced a few major quakes like the August 26, 2011 Mineral earthquake which reached 5.6 magnitude and caused damage to structures throughout the region. Most tremors since the August quake have been small aftershocks which have continued into 2016.

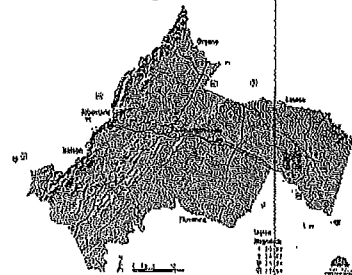
Virginia Earthquake Epicenter Density Tornadoes 1960-2020



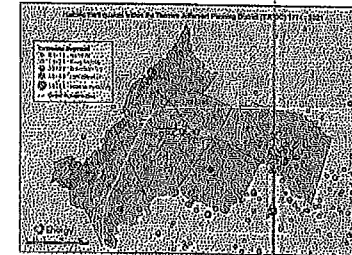
Regional Tornado Tracks



2011 Mineral Earthquake Epicenters and Magnitudes



Historic Earthquakes in the TJPCD



HIRA Assessment

SCORE	Low Risk (1-2)	Medium Risk (3-4)	High Risk (5-6)	Very High Risk (7-8)	Extremely High Risk (9-10)
Tornado	2	1	1	2	2
Earthquake	1	1	2	2	2

Tornado Record 1920-2020

Class	Property Damage	Date
EF2	\$200,000	4/19/2019
EF0	\$325,000	2/24/2016
EF1	Historic homes damaged in Louisa County	10/9/2011
F1	\$500,000	8/30/2005
F2	\$5,000,000	9/17/2004
F1	\$300,000	5/13/2000
EF1	\$230,000	5/5/1989
F3	\$250,000	7/25/1985
EF1	\$250,000	10/19/1983
F2	\$250,000	8/9/1962
N/A	11 people died and 4 were injured in Ivy/Mechum's River	1959
N/A	Levelled trees, tore off roofs, smashed buildings in Ivy	1922

Hazard Mitigation Goals, Objectives & Action Items: Town of Mineral

Introduction

This document presents detailed information regarding hazard mitigation goals, objectives, and mitigation action items developed for the 2023 update to the Regional Hazard Mitigation Plan. The "Mitigation Strategy" is five broad categories with corresponding goals and objectives. The mitigation strategy was developed through a cooperative effort of the Hazard Mitigation Working Group, consisting primarily of planners and emergency operations coordinators. The overarching goals of the hazard mitigation plan were reviewed and revised from the previous plan update. Those goals and objectives were then reviewed by the public in the Hazard Mitigation Public Workshop held by the TJPDC, which further modified the goals and objectives detailed in the Mitigation Strategy.

Based on the goals and objectives identified through the cooperative planning process of the mitigation strategy, each jurisdiction developed actionable directives or "mitigation action items" to further the Mitigation Strategy before the next Hazard Mitigation Plan update.

Mitigation actions are discrete projects, programs, or policies that are recommended for implementation in this plan. The action items differ from objectives in that they are measurable, have a party responsible for completion, and typically can be completed within a given timeframe. The action items presented in this plan represent the aspirations of the various localities in the region, with the understanding that they may be completed as resources are made available from a variety of sources. Mitigation actions are to be implemented by the lead party, as identified in the plan, often in partnership with other agencies and organizations.

TJPDC staff compiled input from the Working Group into a listing of potential actions organized under each goal and objective. The list was provided to each jurisdiction and used in discussions with Local Emergency Plan Committees (LEPCs) and at Working Group meetings. Each action item in the plan is prioritized as high, moderate, or low to reflect the mitigation value of the action or the urgency it requires. Priorities were determined based on several criteria. Items that were included in the 2018 plan generally maintain the same priority. The online survey asked respondents to prioritize goals and objectives, and this information has been used to prioritize the associated action items. Locality staff considered the severity and urgency of the issue to be addressed, the locality's capacity to complete the action, and the benefit to be realized compared to the estimated cost of completion. TJPDC staff recommended use of FEMA's cost-benefit analysis toolkit to ensure that localities were considering factors like number of people affected by hazards, area affected, property damage, loss of life, and injury, as well as economic impacts of inaction or partial action. A broad range of benefits were considered; some actions provide benefits beyond mitigating the impacts of hazards. Localities are acquainted with these types of tradeoffs, and instead of prescribing a specific process that each locality should use after creating mitigation action items, TJPDC staff instead prioritized locality-specific analysis when generating and prioritizing mitigation action items. Localities were encouraged to communicate cross-departmentally to accurately measure costs, timeline, and priority. TJPDC staff encouraged an iterative and collaborative process within each locality, as well as with other localities concerning shared hazards or facilities.

Most jurisdictions chose to roll over actions that were either incomplete, delayed, or modified from the 2018 plan. There were significant revisions of actions' priorities, lead parties, and/or costs. These changes were primarily a result of localities experiencing significant staff turnover since 2018 and funding constraints. Many localities decided to revise older mitigation action items to supply a more realistic and

achievable set of action items for the next 5 years. Locality staff indicated that revising goals, as well as coordinated efforts to revitalize LEPC meetings and other community engagement opportunities, serves as a realistic and operational foundation for hazard mitigation efforts in the coming years. Some localities added new action items in order to address new goals.

The Mitigation Strategy, corresponding mitigation goals and objectives, and the detailed mitigation action items for the Town of Mineral are found below.

Mitigation Strategy

Education and Outreach

- **GOAL:** Increase awareness of hazards and encourage action to mitigate the impacts
- o **OBJECTIVE:** Educate families and individuals on disaster mitigation and preparedness
- o **OBJECTIVE:** Train key agency staff and volunteer groups in disaster mitigation and preparedness
- o **OBJECTIVE:** Train staff at schools and residential facilities in disaster mitigation and preparedness
- o **OBJECTIVE:** Encourage and equip employers to develop emergency action plans

Infrastructure and Buildings

- **GOAL:** Reduce the short and long-term impact of hazard events on buildings and infrastructure
- o **OBJECTIVE:** Diversify the energy system to provide multiple power source and fuel supply options and promote self-sufficient buildings with multiple energy options
- o **OBJECTIVE:** Diversify the communications system to provide alternative lines for use during loss of capacity
- o **OBJECTIVE:** Diversify the transportation system by increasing connectivity and providing modal options
- o **OBJECTIVE:** Elevate, retrofit and relocate existing structures and facilities in vulnerable locations
- o **OBJECTIVE:** Construct or upgrade drainage, retention, and diversion elements to lessen the impact of a hazard on an area
- o **OBJECTIVE:** Protect sensitive areas through conservation practices

- o OBJECTIVE: Ensure that each critical facility has a disaster plan in place

Whole Community

- GOAL: Prepare to meet the immediate functional and access needs of the population during natural hazards
- o OBJECTIVE: Effectively communicate with and transport people regardless of their language proficiency and physical needs.
- o OBJECTIVE: Make information available, accessible, and accurate to ensure the entire population can access emergency shelters in a timely manner and have functional needs met, in the event of a natural hazard
- o OBJECTIVE: Updating necessary information consistently and through multiple different outlets through the development an emergency information communication plan

Mitigation Capacity

- GOAL: Increase mitigation and adaptation capacity through planning and project implementation
- o OBJECTIVE: Reduce property risks through planning, zoning, ordinances and regulations
- o OBJECTIVE: Incorporate mitigation planning concepts, climate resilience, and vulnerability planning into local plans and ordinances
- o OBJECTIVE: Pursue funding to implement identified mitigation and resilience strategies
- o OBJECTIVE: Encourage proactive management of hazard prone areas, environmental features, or infrastructure

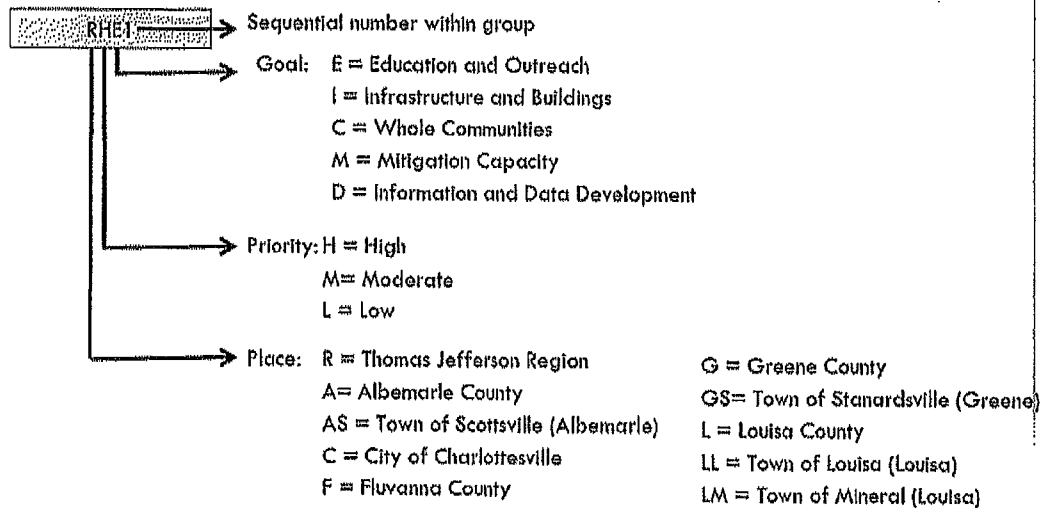
Information and Data Development

- GOAL: Build capacity with information and data development to refine hazard identification and assessment, mitigation targeting and funding identification
- o OBJECTIVE: Identify data and information needs and develop methods to meet these needs
- o OBJECTIVE: Utilize data to ensure proactive targeting of mitigation efforts

Mitigation Actions Key Code

Each mitigation action item is accompanied by an activity code key in the top left corner of the Mitigation Action Items Table. The place or jurisdiction responsible for completing the item, the Mitigation Strategy goal that the mitigation action addresses, and the priority of the mitigation action item are detailed through the activity code key found below.

Activity Code Key



Furthermore, the detailed list of action items includes the supporting goal, hazard to be mitigated, party responsible for implementation, timeframe of implementation, estimated cost, and potential funding sources. Furthermore, all action items are prioritized and listed in order from high, moderate, to low priority.

Mitigation Action Item Description Table

[Activity Code] Mitigation Action: [Jurisdiction]	
Goal:	One of the goal categories listed above that is supported by the action
Action Item Description:	Brief description of action item
Hazard(s):	The hazard(s) the action is intended to mitigate
Lead Party Responsible:	Identify the local agency, department, or organization that is best suited to accomplish the action
Estimated Cost:	An estimate of the costs required to complete the project or continue the project for the course of 5 years; this amount should be estimated until a final dollar amount can be determined
Funding Method:	Potential sources of funds to complete the action, when applicable

Implementation Schedule:	Timeframe for which the action is expected to be completed
Priority:	Placement in the order of importance and urgency

Mineral's Detailed Mitigation Action Items

LMHMI Mitigation Action: Town of Mineral	
Goal:	Mitigation Capacity
Action Item Description:	Incorporate hazard mitigation plan into community plans
Hazard(s):	Multiple
Lead Party Responsible:	Town Manager
Estimated Cost:	Staff time only
Funding Method:	Local funds
Implementation Schedule:	1-2 years
Priority:	High

LMMM1 Mitigation Action: Town of Mineral	
Goal:	Mitigation Capacity
Action Item Description:	Ensure all houses have clear address signs that are visible during snowstorms
Hazard(s):	Winter Storms, Multiple
Lead Party Responsible:	Town Manager
Estimated Cost:	None
Funding Method:	N/A
Implementation Schedule:	Ongoing
Priority:	Moderate

LMMM2 Mitigation Action: Town of Mineral	
Goal:	Mitigation Capacity

Action Item Description:	Work with the Louisa County to designate a representative for the County's Emergency Operations Committee
Hazard(s):	Multiple
Lead Party Responsible:	Town Manager
Estimated Cost:	Staff Time only
Funding Method:	N/A
Implementation Schedule:	1-2 years
Priority:	Moderate

LMMM3 Mitigation Action: Town of Mineral	
Goal:	Mitigation Capacity
Action Item Description:	Develop a system for alerts and other communication with citizens
Hazard(s):	Multiple
Lead Party Responsible:	Town Manager
Estimated Cost:	Unknown
Funding Method:	Local Funds, All Hazards Emergency Operations Planning Grant
Implementation Schedule:	2-6 years
Priority:	Moderate

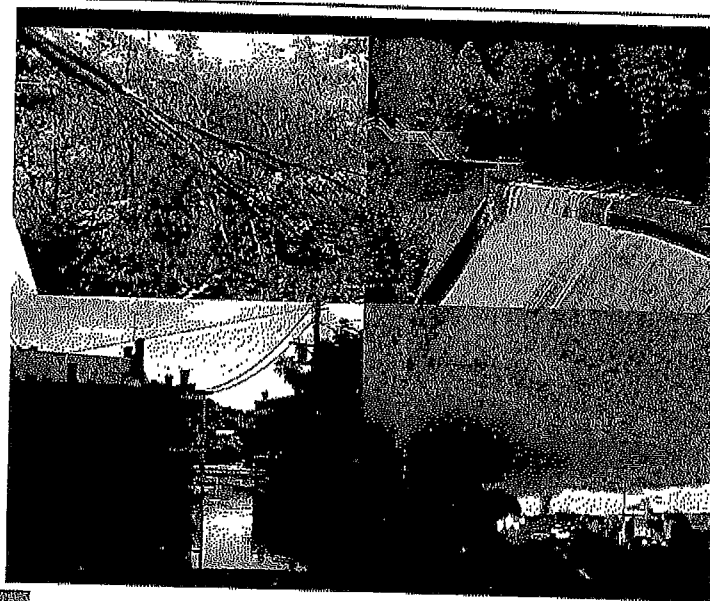
LMMH1 Mitigation Action: Town of Mineral	
Goal:	Infrastructure and Buildings
Action Item Description:	Mark the fire hydrants with reflective markers for large snow storms
Hazard(s):	Winter Storms
Lead Party Responsible:	Town Manager
Estimated Cost:	\$1,000
Funding Method:	Local Funds
Implementation Schedule:	1-2 years
Priority:	Moderate

LMMH2 Mitigation Action: Town of Mineral	
Goal:	Infrastructure and Buildings
Action Item Description:	Install emergency generator for wells
Hazard(s):	Multiple

Lead Party Responsible:	Town Manager
Estimated Cost:	\$5,000-\$15,000/generator
Funding Method:	Hazard Mitigation Grant Program, Pre-Disaster Mitigation Grant, All Hazards Emergency Operations Planning Grant
Implementation Schedule:	2-4 years
Priority:	Moderate

LMLH Mitigation Action: Town of Mineral	
Goal:	Infrastructure and Buildings
Action Item Description:	Bury utilities underground in Town of Mineral
Hazard (s):	Winter Storms, Multiple
Lead Party Responsible:	Town Manager
Estimated Cost:	Unknown
Funding Method:	Community Development Block Grant, Pre-hazard mitigation funds
Implementation Schedule:	5+ Years
Priority:	Low

NATURAL HAZARD MITIGATION PLAN UPDATE 2023



Prepared By:
Thomas Jefferson Planning
District Commission

401 East Water Street
Charlottesville, VA 22902
www.tjpd.org | info@tjpd.org |

2023 Update



NATURAL HAZARD MITIGATION PLAN BACKGROUND

- Purpose: Prepare for natural disasters before they occur, thus reducing loss of life, property damage, and disruption of commerce
- Plan is a data driven document based on past historical hazard events and the potential for future events based on historical data
- Plan assesses risks from Natural Hazards
- Incentive: The Federal Emergency Management Agency (FEMA) requires Natural HMPs as a condition for **eligibility** to receive certain mitigation grant program funds and grants.
- Virginia Department of Emergency Management encourages regional Natural Hazard Mitigation Plans to help jurisdictions address issues regionally
- VDEM Maintains a Statewide Hazard Mitigation Plan

GRANT ELIGIBILITY

Enabling Legislation: Stafford Act

FEMA Assistance Program	Required for a State/Tribal Applicant?	Required for a Tribal/Local Sub-Applicant?
<u>Individual Assistance (IA)</u>	No	No
<u>Public Assistance (PA)</u> Categories A and B (e.g., debris removal, emergency protective measures)	No	No
<u>Public Assistance (PA)</u> Categories C through G (e.g., repairs to damaged infrastructure, publicly owned buildings)	Yes	No
<u>Fire Mitigation Assistance Grants (FMAG)</u>	Yes	No
<u>Hazard Mitigation Grant Program (HMGP)</u> planning grant	Yes+	No
<u>Hazard Mitigation Grant Program (HMGP)</u> project grant	Yes+	Yes++
<u>Building Resilient Infrastructure and Communities (BRIC)</u> planning grant	No	No
<u>Building Resilient Infrastructure and Communities (BRIC)</u> project grant	Yes*	Yes**

HMGP

•What is it?

•The HMGP assists States, Tribes, and local communities in implementing long-term hazard mitigation measures following a major disaster declaration.

•Who is eligible?

•State and local governments, private nonprofit organizations and institutions, Indian Tribes and authorized Tribal organizations, and Alaska native villages and organizations. Individuals and businesses may not apply directly to the State or FEMA, but eligible local governments or private nonprofit organizations may apply to benefit the private entity – AFTER a major disaster declaration.

•What types of activities can be funded?

•The HMGP can be used to fund projects to protect either public or private property, as long as the project fits within State and local government mitigation strategies to address areas of risk and

- complies with HMGP guidelines.

•Examples of projects include:

- Acquiring and relocating structures from hazard-prone areas
- Retrofitting structures to protect them from floods, high winds, earthquakes, or other natural hazards
- Constructing certain types of minor and localized flood control projects
- Constructing safe rooms inside schools or other buildings in tornado-prone areas

•What is the cost?

- 75% federal match
- 25% state/local match

•What is the timeline?

•TBD -- depends on how much money has been spent from initial disaster disbursement and VDEM timeline

BRIC

•What is it?

•The HMGP assists States, Tribes, and local communities in implementing long-term hazard mitigation measures following a major disaster declaration.

•Who is eligible?

•State and local governments, private nonprofit organizations and institutions, Indian Tribes and authorized Tribal organizations, and Alaska native villages and organizations, Individuals and businesses may not apply directly to the State or FEMA, but eligible local governments or private nonprofit organizations may apply to benefit the private entity — AFTER a major disaster declaration.

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•What is the cost?

- 75% federal match
- 25% state/local match

•What is the timeline?

•TBD — depends on how much money has been spent from initial disaster disbursement and VDEM timeline

NATURAL HAZARD MITIGATION PLAN DOCUMENT

• **Required Sections:**

1. **Planning Process** – the process through which the plan was developed, including public input
2. **Community Profile** – general information about communities in the planning district
3. **Hazard Identification and Analysis** – general information about potential hazards in the planning district, the historic record of hazard events, and the probability of future events
4. **Vulnerability Assessment** – analysis of the human impact hazards could cause, with estimated potential losses for various hazard scenarios
5. **Capabilities Assessment** – a survey of current local capacity to mitigate natural hazards
6. **Mitigation Strategy** – goals, objectives, and action items selected to mitigate hazards identified in the region

HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA)

- Describes all natural hazards that affect the Planning District and provide an analysis on location, extent, severity, and probability of occurrence
- General descriptions of events
- Data on events such as frequency, duration, severity and financial impact
- Hazards are presented in order of the relative risk they pose to the region
- Hazards are rated based on a risk matrix developed by Kaiser Permanente

HIRA

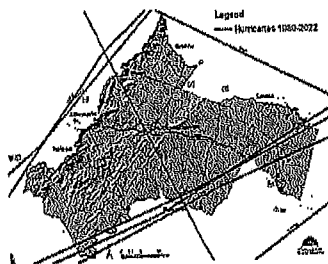
EVENT	PROBABILITY	HUMAN IMPACT	PROPERTY IMPACT	BUSINESS IMPACT	RISK
	<i>Likelihood this will occur</i>	<i>Possibility of death or injury</i>	<i>Physical losses and damages</i>	<i>Interruption of services</i>	<i>Relative threat*</i>
SCORE	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 = N/A 1 = Low 2 = Moderate 3 = High	0 - 100%
Hurricane/high wind/windstorms	3	2	2	2	72%
Flooding	3	1	2	2	65%
Winter storms/weather	3	1	1	2	56%
Communicable Disease/Pandemic	2	2	1	2	30%
Lightning	2	1	1	1	22%
Wildfire	2	1	1	1	22%
Drought / Extreme Heat	2	1	1	1	22%
Dam Failure	1	2	2	2	22%
Tornado	2	1	1	1	22%
Earthquake	1	1	2	2	19%
Landslide	1	1	1	1	11%
AVERAGE SCORE	1.88	1.37	1.5	1.58	33%

HIRA: Hurricanes, High Wind, Wind Storms & Lightning

Hurricanes, High Wind, Wind Storms

Wind associated with hurricanes, thunderstorms and other weather phenomena poses the most significant risk to area residents. Wind related weather has caused more than \$2 billion in property and crop damage. These events have resulted in 85 injuries and 2 deaths since 1995. Significant past wind events include the 2017 derecho, which caused significant regional damage and was a Federally declared disaster. Wind events caused by thunderstorms can be especially dangerous because they develop quickly. Hurricanes are related winds tend to have a greater impact in the eastern part of Virginia. Few hurricanes have made a direct hit on the region. Most are downgraded to tropical storms before they reach the planning district. Note: Tornadoes are addressed on a separate poster.

Historic Hurricane Tracks 1980-2008



Hurricane/Tropical Storms 2010-2020

Year	Event	Damage	Deaths	Injuries	Property Loss	Crop Damage
2010	Andrew (impacted with NEPA)	0	0	0	\$ 5,000,000	0
2011	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2012	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2013	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2014	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2015	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2016	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2017	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2018	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2019	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2020	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0

Notable Hurricanes in the Planning District

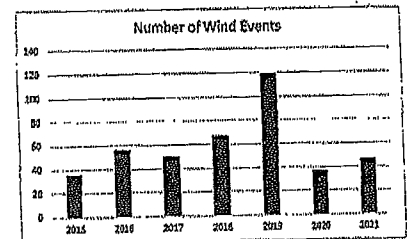
Year	Event	Damage	Deaths	Injuries	Property Loss	Crop Damage
2017	Isabel (impacted with NEPA)	0	0	0	\$ 5,000,000	0
2018	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2019	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2020	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2021	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2022	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2023	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2024	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2025	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2026	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2027	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2028	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2029	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0
2030	Isabel (impacted with NEPA)	0	0	0	\$ 10,000,000	0

VA/SLA Lightning Flash Density/Mile 2015-2019

VA/SLA Lightning Flash Density/Mile 2015-2019



Number of Wind Events by Year 2015-2021

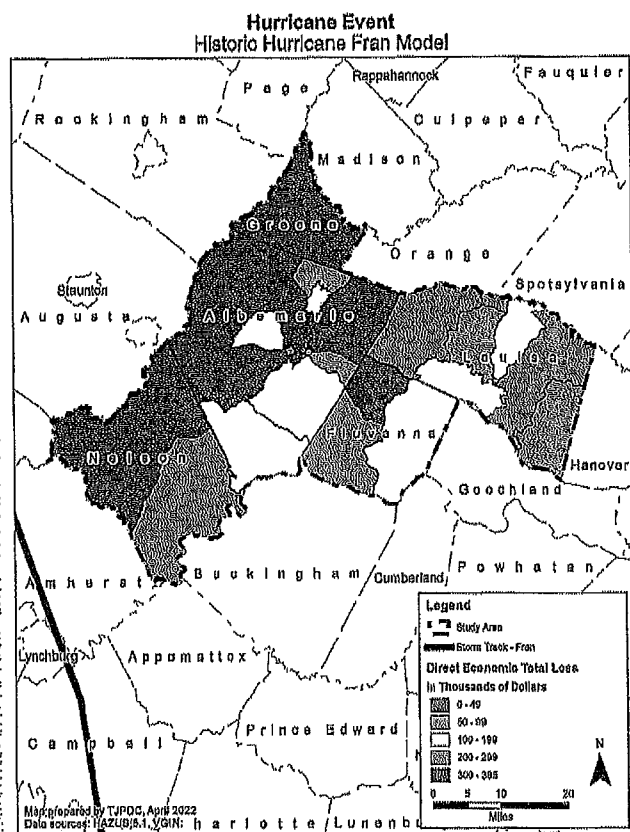


HAZARD VULNERABILITY ASSESSMENT DATA SOURCES

- NCDC @ NOAA
- VA Department of Forestry
- VA Department of Health
- VDEM
- VA DCR
- VA DEQ
- VA Department of Energy
- VDOT
- UVA
- CDC
- NID
- ASCE
- NWS
- USGS
- NASA
- Locality Staff
- Local news
- Published Research Papers

HAZARD VULNERABILITY ASSESSMENT

- Provides an overview and analysis of vulnerability in the Thomas Jefferson Planning District using factors including the HIRA, projected population growth and settlement patterns and the location of existing people and infrastructure
- Utilize Planning tools including FEMA's HAZUS models for Hurricanes, earthquakes and flood and the Wildfire Risk Assessment for wildfires.
- Presents information on expected losses \$\$
- Understand risk based on location

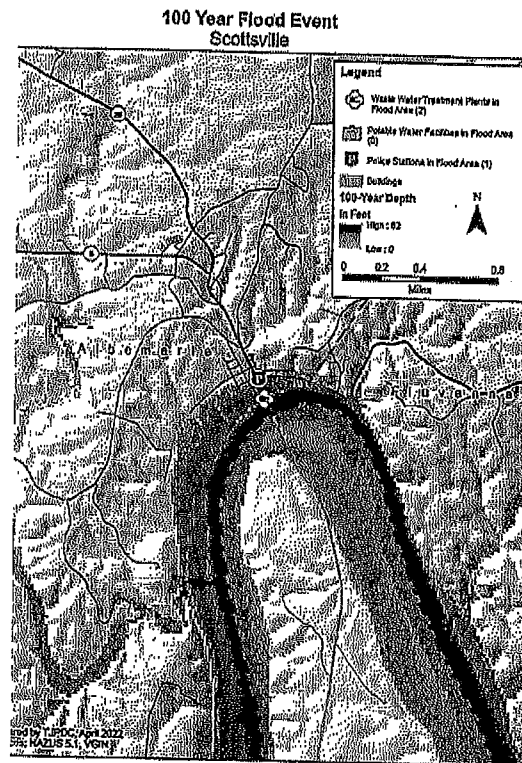
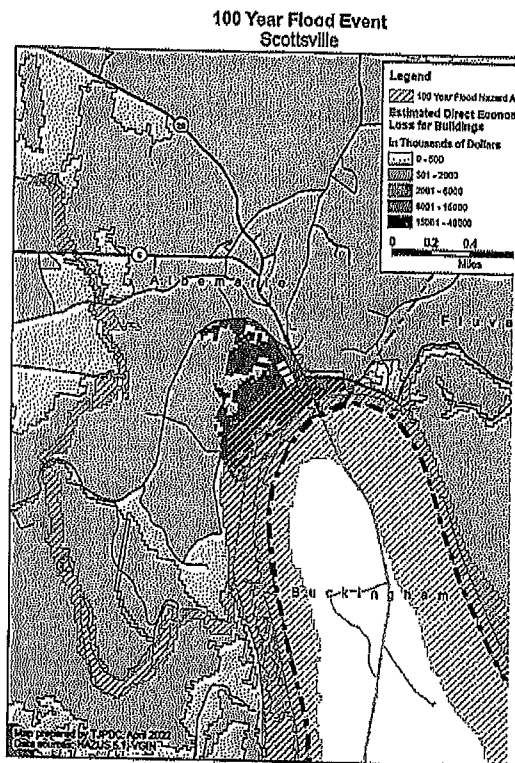


MODELED HURRICANE LOSSES

Expected Economic
Losses from Historic
Hurricane Event
Scenario: Fran (1996)

Equivalent of an
Approximate 200-Year
Event

MODELED FLOOD LOSSES – 100 YEAR EVENT (SCOTTSVILLE)



MITIGATION ACTIONS

[Activity Code] Mitigation Action: [Jurisdiction]		
Category:	One of the goal categories listed above that is supported by the action	
Action Item (Describe):	Brief description of action item	
Hazard (s):	The hazard(s) the action is intended to mitigate	
Lead Agency/Department Responsible:	Identify the local agency, department, or organization that is best suited to accomplish the action.	
Estimated Cost:	An estimate of the costs required to complete the project or continue the project for the course of 5-years; this amount should be estimated until a final dollar amount can be determined.	
Funding Method: (General Revenue, Contingency/Bonds, External Sources, etc.)	Potential sources of funds to complete the action, when applicable	
Implementation Schedule:	Timeframe for which the action is expected to be completed	
Priority	Placement in the order of importance and urgency	



Agenda
Item Summary
February 13, 2023

Agenda Item: *Mission Statements*

Background: *Discuss and approve responsibilities of each committee*

Fiscal Impact: *N/A*

Staff Recommendation:

Approve

Council Action Requested:

Yes

Sample Motion(s):

Motion to approve the responsibilities of each committee.

Communications

To provide a comprehensive source of information and education about business, government, and community organizations within the Town of Mineral in order to facilitate and encourage informed citizen participation. Keep the website fresh and up to date and make sure FOIA rules are met.

Building & Grounds

To provide a clean, healthy, safe, environment, maintain the structural integrity and efficiency of our facilities and preserve and protect the investment of our taxpayers.

Water Sewer and Utilities

The mission of the Committee is to protect and enhance the health, environmental sustainability and economic stability of the Town of Mineral and its residents through the provision of clean drinking water and proper treatment of wastewater, acting at all times with a commitment to accountability and transparency while also striving for the system to sustain itself monetarily.

Beautification, Anti-Litter and Parks

Our purpose: To bring attention to and show pride for the Town of Mineral by promoting beautification of the Town, its parks and common areas. To encourage stewardship of the Town and community by including the town's people through education and advocacy. To encourage residents to keep their properties in good clean condition and to promote an anti-litter campaign year-round. To celebrate April as clean up month each year. The committee will work as liaison to Council in preparing and enacting ordinances and resolutions that will engage residents and businesses to maintain their properties in accordance with the committee and Town standards.



AMY EVANS-KAIL <amy@townofmineral.net>

Fwd: for council book and agenda

1 message

Ed Jarvis <ejarvis@townofmineral.net>

Wed, Feb 8, 2023 at 3:59 PM

To: AMY EVANS-KAIL <amy@townofmineral.net>, ronald chapman <ronchapman@townofmineral.net>

fyi

----- Forwarded message -----

From: Catherine Nipper <bnipper@townofmineral.net>

Date: Wed, Feb 8, 2023 at 09:33

Subject: for council book and agenda

To: AMY EVANS-KAIL <Clerk_Treasurer@townofmineral.net>, ronald chapman <ronchapman@townofmineral.net>, Andrea Erard <erardlaw@gmail.com>, Ed Jarvis <ejarvis@townofmineral.net>

Police/Legal/Fire/Emergency Services Mission Statement

To preserve and improve the physical, social and economic health of Town of Mineral neighborhoods, support neighborhood self-reliance and enhance the quality of life for the residents through community-based problem solving, neighborhood-oriented services and public/private cooperation.

Financial/Audit Committee

The mission of the Financial/Audit Committee, Town of Mineral, is to serve as the responsible office for developing, managing, and enforcing the financial management practices within the Town. The FAC is specifically responsible for Town budget formulation and execution, financial and accounting services, financial systems management and oversight, preparation of the Town of Mineral financial statements, audit coordination, procurement activities, and strategic and performance planning related to financial management.

Add Financial Policy to agenda - see attachment for council book. That is all I can think of right now, if I have anything else I will try to get it to you before noon.

--

Blair Nipper

Confidentiality Notice: This email, including all attachments, is for the sole use of the Intended recipient(s) and may contain sensitive, confidential, or privileged information. Emails are protected under the Electronics Communications Privacy Act, 18 U.S.C. 119 Sections 2510, 2511, and 2521. Any unauthorized review, use, disclosure, or distribution is prohibited.

Mission Statement:

Personnel:

The Mission of the Personnel Committee is to be the liaison between Personnel and Council, primarily providing an avenue of communication between the staff and Council. Personnel will assist in the process of reviewing employee policies, will be the point person on Council to interview (initially) key personnel, and will work hand in hand with staff to assure policies are communicated and adhered to.

Personnel will assure that all labor laws and guidelines are followed, and that no policy violates that of the Commonwealth of Virginia, or federal labor laws. The committee will make Council aware of any such potential deviance.

Personnel will conduct regular reviews of staffing needs in relation to the current workload, and recommend to Council any necessary changes to the status quo. The committee will conduct regular reviews of personnel, providing feedback and recommendations in relation to areas of excellence and areas that need growth.

The Personnel Committee will assure that the total payroll for the Town staff falls within the approved payroll budget, and if any changes need to be made to the budget that the Council is made aware, and presented the opportunity to discuss and vote on such changes.

Social/ Public Relations:

The Mission of the Social/ Public Relations Committee is to engage the people of the Town, making the Town Council and Staff approachable and ready to assist our residents. The Committee will work closely with Communications and Beautification in assuring that the public is accurately informed of Council actions, that the public is invited and encouraged to be a part of the Town government.

The SPR Committee will work with Town Staff to assure that all staff are trained properly on FOIA guidelines, and that best practices are in place, and documented in an SOP, for the dissemination of public information. SPR will act as the FOIA Liaison to the Council, in conjunction with legal advice from the attorney. SPR will alert Council of any challenges regarding adherence to FOIA guidelines.

The SPR will work closely with Communications in assuring accurate information is displayed on the web site, and will have access to the facebook account to actively engage with the public on Town matters. Further, the SPR will engage local businesses and residents to promote events and celebrations within the Town and surrounding areas.



Agenda

Item Summary
February 13, 2023

Agenda Item: *Personnel Handbook and Employee Job Descriptions.*

Background: *Review of the Personnel Handbook and Employee Job Descriptions.*

Fiscal Impact: *N/A*

Staff Recommendation: *N/A*

Council Action Requested:
Yes

Sample Motion(s):

Motion to approve the Personnel Employee Handbook and Employee Job Descriptions.



Town of Mineral
Post Office Box 316
312 Mineral Avenue
Mineral, VA 23117
Phone 540-894-5100
www.townofmineral.com
mineral@louisiana.net

Personnel Policy and Employee Handbook

Approved by Town Council DATE

INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with the Town of Mineral and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. Read, understand, and comply with all provisions of the handbook. This handbook explains many of the Town's policies. It describes many of your responsibilities as an employee and outlines the programs developed by the Town of Mineral to benefit employees. One of the Town's objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As the Town of Mineral continues to grow, needs arise and the Town Council reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion.

Employment-at-will simply means that either the Town or the Employee can terminate employment as we are not contractually bound to each other. As public employees we work at the pleasure of an elected Town Council. As with any organization, finances and circumstances may periodically dictate that positions be added or eliminated. It is the policy of the Town Council to assure that the best, most conscientious and productive employees remain in the service of our Town.

The Town may find it necessary to periodically revise our policies and procedures related to its employees. Employees will, of course, be advised of such changes in the form of amendments to this handbook as they occur.

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about the Town of Mineral, and I understand that I should consult the Town Manager regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Town of Mineral Council has the authority to adopt any revisions to the policies in this handbook.

As public servants of the Town of Mineral, we serve at the pleasure of an elected Town Council. The Town Council in turn is accountable and serves at the pleasure of the citizens of Mineral. Either the Town of Mineral or I may terminate this employment relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state laws.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received and read the handbook, and I understand that it is my responsibility to comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S SIGNATURE _____

EMPLOYEE'S NAME (TYPED OR PRINTED) _____

DATE _____

NOTE: Once sign by employee this sheet will be added to the employee personal file

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NATURE OF EMPLOYMENT

Employment with the Town of Mineral is voluntarily entered into and the employee is free to resign at will at any time, with or without cause. Similarly, the Town of Mineral may terminate the employment relationship at will at any time, with or without cause, so long as there is no violation of applicable federal or state laws.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Town of Mineral and any of its employees. The provisions of the handbook have been developed at the discretion of the Town Council and, may be amended or canceled at any time, at Town Council's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Mineral Town Council. The Town Council of Mineral entrusts the Town Manager to act as the Chief Administrative Officer of the Town and acting on behalf of the Town Council, to supervise all personnel functions including hiring, firing, demotion, promotion and reduction in work force as circumstances may require. In the absents of a Town Manager under the town charter and town code the Mayor will become the interim town manager until town council hires a full time town manager

EMPLOYEE RELATIONS (OPEN DOOR POLICY)

The Town of Mineral believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in local government. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisor or the Town Manager, who will report promptly to Council for consideration.

Experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent; communications can be clear; and attitudes can be positive. We believe that the Town of Mineral amply demonstrates its commitment to employees by responding effectively to employee concerns.

Should you encounter or perceive problems we want to know about them. If warranted, the appropriate corrective measure will be implemented. Your supervisor and the Town Manager are dedicated to channeling your efforts into positive results that improve everyone's quality of life. This benefits the Town, its citizens, and you the employee. We are a team and we will work together to improve our skills and services.

EQUAL EMPLOYMENT OPPORTUNITIES

All applicants are required to meet the standards or requirements for the position as set forth in the job description.

➤ Overview

The Town is committed to providing equal employment opportunities to all applicants and employees and to providing a nondiscriminatory work environment in which employment opportunities are based solely on the employee's knowledge, skills and abilities.

➤ *Commitment*

The Town shall provide equal opportunities in all personnel management activities to employees and applicants for employment. Opportunities and decisions shall be based on merit, qualifications and competence without regard to race, color, sex, national origin, marital status, age, religion, political affiliation, disability, pregnancy or citizenship (except where an occupational qualification is needed regarding the particular position).

The Town will not tolerate discrimination or harassment based upon race, religion, color, sex, age, national origin, disability, marital status, pregnancy, or citizenship status. This directive governs all aspects of employment including, but not limited to: recruitment, hiring, transferring, promoting, demoting, compensation, benefits, job assignment, disciplinary actions, dismissal, lay off, return from layoffs and training.

➤ *Persons with Disabilities*

For qualified applicants and employees with disabilities, the Town shall provide reasonable accommodations that do not impose an undue hardship on the Town.

A disability is a physical or mental impairment that substantially limits one or more major life activities of that individual, including the ability to perform essential job tasks. Major life activities include (but are not limited to) eating, performing manual tasks, seeing, hearing, breathing, walking, lifting, bending, reading, working, communicating, thinking, interacting with others, working, other normal activities of life, including the operation of body functions.

A person with a disability who may need an accommodation for the disability should make a request to the supervisor or the Town Manager. Once a request for an accommodation is received, a meeting with the employee will be held to understand what limitations are imposed by the disability and what accommodations may be effective. Supervisors should be mindful that requests for accommodations may be made informally and a follow up should be taken on all requests whether in writing or not.

An employee must be qualified for the position and be able to perform its essential functions, with or without accommodations. An accommodation, if reasonable, will be made whenever possible; however, requests for an accommodation that would not be effective, or would result in an undue hardship, or that would pose a direct threat to health and safety will be rejected.

➤ *Harassment*

Any form of harassment is unacceptable. Harassment includes the creation of a hostile work environment. If an employee believes that the work environment is hostile or if there is harassment based on race, religion, color, sex, age, national origin, disability, marital status, pregnancy or citizenship status, a complaint should be made immediately according to the procedures set forth in the reporting section of this policy. Whenever possible, the employee should tell those who are engaging in harassing conduct that these actions and words are not welcomed.

➤ *Sexual Harassment*

Sexual harassment is a particular form of harassment which can manifest itself in subtle ways. The following list is intended to illustrate conduct which would constitute sexual harassment:

- Solicitation of sexual favors accompanied by either an expressed or implied promise of favorable job treatment or a threat concerning the terms or conditions of the employee's employment.
- Pressure for sexual favors, including implications or threats that an applicant's or employee's cooperation of a sexual nature, or refusal thereof, will have any effect on the person's employment, assignments, wages, promotion, terms or conditions of employment or future job opportunities.
- Unwelcome behavior that is offensive to a reasonable person, such as:
 - Sexual flirtations, advances, propositions or suggestions.
 - Verbal abuse of a sexual nature, sexually related comments or jokes, graphic or degrading comments about an employee's appearance, or the display of sexually suggestive objects or pictures.
- Other behaviors or conduct of a sexual nature.

As with all forms of harassment, sexual harassment is not to be tolerated and should be reported immediately. Hostile, derogatory comments and demeaning actions are not to be tolerated.

➤ *Reporting Discrimination, Harassment, Retaliation*

Anyone observing or experiencing harassment or discriminatory conduct should report it immediately to the supervisor or the Town Manager. If the complaint involves the supervisor or the Town Manager, the complaint should be brought directly to the Mayor or, in appropriate circumstances, to the Town Council. Complaints will be investigated.

Although a complaint does not have to be in writing, it is helpful to have a written report with as many facts as can be recalled. Once received, the conduct will be investigated and appropriate steps to remediate the situation will be taken including taking action(s) to

prevent such conduct from recurring in the future. If a complaint is made and there appears to be no follow-through on investigating the complaint, the employee should immediately bring the complaint to the Mayor. The investigation may include, but is not limited to, interviewing the employee who brought the complaint, as well as other personnel, to obtain sufficient information on which to make a determination of the situation.

If the complaint is founded, the person(s) responsible for the discrimination or harassment will be disciplined. Supervisors are expected to oversee the workplace to prevent any incidents of harassment occurring in the future.

➤ *Consequences*

Supervisors who allow any type of discriminatory conduct or harassment to occur or fail to respond accordingly to allegations of such conduct will be subject to disciplinary action, up to and including termination of employment. Anyone engaging in discriminatory conduct or harassment will be subject to disciplinary action, up to and including termination of employment.

OPERATION OF TOWN-OWNED MOTOR VEHICLES

Any candidate for employment who will operate a government owned motor vehicle must possess a valid Virginia driver's license at the time of employment. Applicants will be required to show proof of possession of the required license. All applicants will be required to provide a current copy of their driving record from the Department of Motor Vehicles. All drivers of government owned motor vehicles shall obey all traffic rules and regulations prescribed by law and shall use every safety measure possible to prevent accidents.

If an employee's driver's license is suspended by the Department of Motor Vehicles or by any court of the Commonwealth during employment, the employee must immediately notify his/her Department Head.

CONDUCT

All Town employees are expected to discharge their duties conscientiously and to conduct themselves in a manner, which will reflect favorably upon the Town of Mineral.

1. Each employee shall refrain from any use of his/her official position which is motivated by the desire for private gain for himself/herself or any other person.
2. Each employee shall exercise care in his/her personal financial activities to avoid any appearance of acting on the basis of information obtained in the course of performing his/her Town activities. If an employee is required under Section 2.2-3115 of the Code of Virginia, "State and Local government Conflicts of Interest Act," to file any disclosure statement, he or she is responsible for complying with the Act.

3. An employee shall not use his/her Town position in any way to coerce or give the appearance of coercing another person to provide any financial benefit to the employee or to other persons.
4. An employee shall avoid any action that might result in giving preferential treatment to any organization or person, losing his/her independence or impartiality of action, or affecting adversely the confidence of the public in the integrity of the Town government
5. An employee who witnesses another employee engaging in an unlawful act on the job shall report the act to his/her supervisor without threat of reprisal.

GIFTS AND GRATUITIES

An employee shall not accept gifts, gratuities, or loans from organizations, business concerns, or individuals with whom he/she has official relationships on business of the Town government. These limitations are not intended to prohibit the acceptance of articles of negligible value that are distributed generally, nor to prohibit employees from obtaining loans from regular lending institutions.

ACCESS TO PERSONNEL FILES

The Town of Mineral maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. These files are not subject to public disclosure as provided under the Government Data Collection and Dissemination Practices Act or under the Virginia Freedom of Information Act.

Personnel files are the property of the Town of Mineral, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Town of Mineral who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Town Manager. With reasonable advance notice, employees may review their own personnel files in the Town Manager's office and in the presence of an individual appointed by the Town to maintain the files.

POLICY RELATED TO THE HANDLING OF CONFIDENTIAL INFORMATION

Many employees will work in capacities where confidential data concerning the plans and affairs of the department or of individuals will be handled. It is of great importance that employees not discuss such plans or records with persons not authorized to have access to them. If there is a question as to whether the information should be released, then the inquirer should be referred to the Town Manager.

The protection of confidential business information and private personnel information is vital to the interests and the success of the Town of Mineral. Any employee who improperly uses or discloses confidential information will be subject to immediate

termination of employment, even if he or she does not actually benefit from the disclosed information. Violators who release private/confidential information may be targeted for legal action by any aggrieved individual as authorized by federal and state law.

INTRODUCTORY (PROBATION) PERIOD

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Town of Mineral uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or Town of Mineral may end the employment relationship at will at any time during or after the introductory period: with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 180 calendar days after their date of hire. Employees who are promoted or transferred within the Town of Mineral must complete an introductory period of the same length with each reassignment to a new position. This promotion probationary period only applies to meeting the requirements satisfactory of the new job, not to benefits. Any significant absence will automatically extend an introductory period by the length of the absence. If the Town Manager determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers within the Town of Mineral, an employee who, in the judgment of the Town Management, is not successful in the new position can be removed from that position at any time during the introductory period.

If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the Town's needs.

Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification. During the initial introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security but will not accrue vacation or sick leave.

After becoming regular full-time employees, they may also be eligible for other Town of Mineral-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Benefits eligibility and employment status are not changed during the introductory period that results from a promotion or transfer within the Town's Organization.

ATTENDANCE FOR FIELD PERSONNEL

Report time in the mornings for field personnel is to be directed/set by the Town Manager. Hours are subject to change.

EMPLOYEE CLASSIFICATION CATEGORIES

Full Time: Those who work more than 36 hours in a week on a regular basis are eligible for Town benefits.

Part Time: Those employees who work less than 31 hours per week. Part Time employees are not eligible for Town benefits and are paid on an hourly basis.

SALARY

Salary will be reviewed at least annually. Raises are recommended by the Department Head and will be determined at least in part by the performance and will be in accordance with an adopted salary schedule. The final approval is at the discretion of the Town Council.

The performance will be reviewed at least annually and discussed by your Department Head.

PERFORMANCE EVALUATION

The Town is committed to identifying performance expectations and goals for each employee and to providing the employee with an assessment of the employee's job performance for the year. Performance evaluations are intended to recognize the employee's performance by identifying professional strengths and assessing areas needing development.

Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

The performance of all employees is generally evaluated according to an ongoing 12-month cycle, beginning at the fiscal-year end (June 30). Step-based pay adjustments are awarded by the Town of Mineral in an effort to recognize superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance evaluation process.

The employee will be evaluated on how well they have performed during the performance cycle. The evaluation will assess the following areas:

- The employee's performance of the duties of the position.
- The employee's conduct on the job.
- The employee's interpersonal skills and teamwork.
- The employee's willingness to respond to supervision and to assume new initiatives when requested.

- For supervisors, managers, and Department Heads, the quality of supervision provided to subordinate staff, the management of the program areas, and the ability to implement and successfully complete new initiatives and/or processes will also be evaluated.

Supervisors will maintain records of employee's abilities and short comings. These documented facts will serve as the basis for periodic performance evaluation.

The employee's immediate supervisor will prepare the written evaluation. This evaluation will detail the achievement of performance goals and expectations as well as deficiencies in performance. The employee will receive a copy of the evaluation and will have the opportunity to talk to the supervisor, Department Head and/or Town Manager about the evaluation.

The Town Manager shall conduct evaluations of Department Heads except for the Town Manager. The evaluations of the Town Manager shall be conducted by the Personnel Committee with input from Town Council.

Performance evaluation will be used to

- Provide the basis for determining if an employee should receive a step increase, when such is authorized;
- Provide the employee feedback on how well he or she is performing a job; and
- Recognize good performance and identify opportunities for improvement.

Performance evaluations may also be used

- As a factor in determining the order of layoffs;
- To identify training needs;
- To determine step increases; and
- As a factor to determine promotion, transfer, demotion, or dismissal for poor performance.

The Employee evaluation will be kept in the personnel file of each employee

OVERTIME AND PROVISIONS OF THE FAIR LABOR STANDARDS ACT

Overview

The Town is committed to complying with the provisions of the Fair Labor Standards Act (FLSA). This section sets forth the Town's compensation activities as dictated by the FLSA.

Provisions

Exempt Status

All positions within the Town are classified as either exempt or non-exempt under FLSA.

Exempt status is determined by the duties and responsibilities of the position and the application of the FLSA regulations governing the exemption for Administrative, Professional, Executive and/or Computer Professional exemptions. Volunteers and certain student interns are exempt from the minimum wage and overtime provisions of the FLSA. Law enforcement personnel have a partial exemption from overtime.

Hours Worked – as defined by FLSA

Hours worked include:

- All hours which an employee is required or permitted to be performing job related tasks, even if the employee is performing the work during a designated meal break.
- All hours that an employee is required to be on duty on Town premises or at a prescribed work place.
- Time spent traveling in a capacity which is not considered normal home-to-work travel.

Overtime

An agency shall compensate an employee who is not exempt for all hours of work in excess of their regular scheduled shift (8, 10, or 12 hours) or 40 in a workweek. The rate of overtime pay is one and a half times the regular hourly rate.

Exempt positions do not receive overtime pay.

Authorization for Overtime

Non-exempt employees are not permitted to work overtime hours, or work during their lunch period unless expressly requested to do so by the supervisor or town manager. Overtime work for non-exempt employees may be authorized when peak workloads or

emergencies or other unusual work demands require employees to work beyond their normally scheduled hours. Should the need for an employee to hold over or work through lunch during the normal work day arise, the employee should keep the time to a minimum and immediately inform the Department Head on the next work day. Overtime work is not performed at the discretion of the non-exempt employee.

A non-exempt employee who has held over or engages in work activities after work hours must record that time on time records, and inform the Department Head when the employee returns to work. Once this notification is received the Department Head may adjust the remaining work hours in the work period adjusted so that the time will not result in overtime compensation. Employees who routinely hold over or work through lunch without permission may receive disciplinary actions for the unauthorized overtime hours.

Non-exempt Employees

If you are eligible for overtime pay, you must maintain and sign a record of the total hours you work each day on your official time card. The time card must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. At the end of each work period, a completed time card should be submitted for verification and approval. When you receive each pay check, please verify immediately that you were paid correctly for all regular and overtime hours worked each workweek.

Exempt Employees

If you are classified as an exempt employee, you will receive a salary which is intended to compensate you for all hours that you may work for the Town. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

You will receive your full salary for any workweek in which work is performed. However, under federal law, your salary is subject to certain deductions:

- For absences due to sickness or disability;
- When an employee is absent from work for one or more full days for personal reasons other than sickness or disability;
- To offset amounts employees, receive as jury or witness fees, or for temporary military duty pay;
- For penalties imposed in good faith for infractions of safety rules of major significance;

- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- In the employee's initial or terminal week of employment if the employee does not work the full week, or
- For unpaid leave taken by the employee under the federal Family and Medical Leave Act.

You will be required to use accrued vacation, personal or other forms of paid time off for absences for personal reasons, sickness or disability.

Report Violations

The Town makes every effort to comply with the Fair Labor Standards Act. Yet, errors in record-keeping and payroll can occur. Because mistakes can happen, you should check your time sheet at the end of each work period to verify that all hours that you worked have been properly recorded, and you should review your paycheck to see that no improper deductions or other errors have been made. If you believe that an error has occurred, you are to report it immediately to your Department Head or to the Town Manager.

Employees who are not exempt from overtime must not work overtime hours unless the holdover hours have been authorized. Holdover hours should be recorded on your time sheet. In addition, you should immediately let your supervisor know that the extra hours were worked so that your schedule could be adjusted during that work period in order to avoid overtime compensation.

If you are an employee in an exempt salaried position (bona fide executive, administrative, or professional position, or earning over \$100,000 per year) only limited deductions from your salary can be taken. These deductions include the deductions required by law (state and federal taxes, Social Security, Medicare) as well as the deductions you voluntarily elected to have taken from your salary (e.g. participation in the 401(k), health and dental insurance, etc.).

Deductions from salary of an exempt employee that may be taken include:

- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Absence for Family and Medical Leave;

- Offsets for amounts received as witness or jury fees, or for military pay;
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- Days not worked during the first or last week of employment; or
- Suspensions imposed for an infraction of safety rules of major significance.

Because the Town provides a paid leave plan, employees will be required to use available paid leave for absences for personal reasons, sickness or disability.

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your Department Head or to the Town Manager. Reports of improper deductions will be promptly investigated. Every report will be fully investigated. If it is determined that an improper deduction has occurred or that there was an improper calculation of hours worked or wages received, you will be promptly reimbursed for any error that was made. Any person violating this policy will be subject to corrective action up to and including discharge.

The Town will not tolerate any form of retaliation against a person who has reported an alleged violation of this policy or who cooperates in the investigation.

Retaliation Prohibited

Retaliation is unacceptable and the Town will not allow retaliation against employees who report violations or make a complaint. Any form of retaliation will result in disciplinary action, up to and including discharge.

THE PAY PLAN

The pay scale system includes the pay scales assigned to the employee classifications. A general review of the entire system by the Town Manager and Council is required each year prior to the submission of that year's final budget requests to Council. Significant change in duties, responsibilities, working conditions, or other factors shall be considered during the annual review of the pay scale. The Town's pay scale contains basic entry and maximum pay levels.

EMPLOYEE BENEFITS

Eligible employees of the Town of Mineral are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible.

Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Vacation Benefits
- Paid Holidays
- Sick Leave Benefits
- Bereavement Benefits
- Jury Duty
- Witness Duty
- Medical Insurance
- Virginia Retirement System

Some benefit programs require contributions from employees, but most are fully paid by the Town of Mineral. The benefit package for Full time Employees represents an additional cost to the Town of Mineral. Separate information package to be provided.

VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

Full-Time

The amount of paid vacation time employees receives each year increases with the length of their employment as shown in the following schedule.

VACATION ACCUMULATION SCHEDULE

All Regular full time hourly paid employees:

<u>Length of Service</u>	<u>Hours per Month</u>	<u>Max Accumulation</u>
.5-3 Years	4 Hours per Month	56 Hours
3-9 Years	7 Hours per Month	120 Hours
9+ Years	10 Hours per Month	160 Hours

The length of eligible service is calculated on the basis of a "calendar year." This is the 12-month period that begins with January 1st and ends on December 31st. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification (after end of probation term), they begin to earn paid vacation time according to the schedule but cannot use their accrued vacation leave until their one-year anniversary. However, before vacation time can be used, it must be earned and recorded as available for use by the eligible

employee. After vacation time is earned, the employee may request to use earned vacation time.

Paid vacation time can be used in minimum increments of half days. To take vacation, employees must request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or special forms of compensation such as compensatory time, bonuses or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. An employee may not accumulate more than 20 days of vacation during a benefit year.

Employees are encouraged to use vacation within the year it is earned.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work.

HOLIDAYS

The Town of Mineral will grant holiday time off on the holidays listed below. All other municipal employees will observe the following holidays unless shift work dictates otherwise.

New Year's Day (January 1)

Martin Luther King Day (third Monday in January)

Washington's Birthday (third Monday in February)

Memorial Day (last Monday in May)

Juneteenth (third Friday in June)

Independence Day (July 4)

Labor Day (first Monday in September)

Columbus Day (second Monday in October)

Veteran's Day (November 11th)

The Day Before Thanksgiving (close at noon)

Thanksgiving (fourth Thursday in November)

The Friday following Thanksgiving

Christmas Eve (December 24)

Christmas (December 25)

Note: Town of Mineral will follow the state holiday schedule including any additional days declared by the Governor of Virginia. (amended 09/14/2020)

The Town of Mineral will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s): Full time hourly and Salary Employees.

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. *Vacation and/or Sick Time cannot be used in place of holiday pay.

An employee may request annual leave on the day before or the day after a scheduled holiday. Supervisors will consider workload and available staff needs at the time of the request. Approval or denial will be based on the work demands and staff availability of the department.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday.

A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If an eligible nonexempt employee works on a recognized holiday, he or she will receive compensatory time off at one and one-half times his or her straight-time worked on the holiday or as otherwise arranged.

Paid time off for holidays will not be counted as hours worked for the purposes of determining whether overtime pay is owed.

SICK LEAVE BENEFITS

The Town of Mineral provides paid sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s): Full time Employees.

Eligible employees will accrue sick leave benefits at the rate of 12 days per year (1 day for every month of service beginning after the probation term).

Employees can request use of paid sick leave after completing a waiting period of 30 calendar days from the date they become eligible to accrue sick leave benefits. Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness, injury or death in the immediate family must notify their direct supervisor not later than one hour before the scheduled start of their workday. The supervisor must also be contacted on each additional day of absence.

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement will be required verifying the disability and its beginning and expected ending dates. Such verification will be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives or shift differentials.

As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Any accrued sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or Town of Mineral-provided disability insurance programs. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 18 calendar days' worth of sick leave benefits. If the employee's benefit reaches this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Sick leave benefits are intended solely to provide income protection in the event of illness, injury or bereavement, and may not be used for any other absence.

Accrued unused sick leave benefits will not be paid to employees upon termination of employment.

BEREAVEMENT BENEFITS

Paid sick leave benefits can also be used for the death of an immediate family member. (Immediate family members include: spouse, child, mother, father, sibling(s), mother-in-law, father-in-law, brother/sister-in-law or grandparents)

JURY DUTY

The Town of Mineral encourages employees to fulfill their civic responsibilities by serving jury duty when required.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are: Full time Employees.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to the Town Manager as soon as possible so that the Town may make arrangements to accommodate the employee's absence. Of

course, employees are expected to report for work whenever the court schedule permits, such as if the employee is summoned for jury duty but is not selected to serve on the jury.

Either the Town of Mineral or the employee may request an excuse from jury duty if, in the Town's judgment, the employee's absence would create serious operational difficulties.

The Town of Mineral will continue to provide health insurance benefits for full term of the jury duty absence. Vacation, sick leave, and holiday benefits, will continue to accrue during unpaid jury duty leave.

WITNESS DUTY

The Town of Mineral encourages employees to appear in court when subpoenaed to do so. If employees have been subpoenaed or requested to testify as witnesses regarding business of the Town of Mineral, they will receive paid time off for the entire period of witness duty.

MEDICAL INSURANCE

Medical insurance may be provided to eligible employees by the Town of Mineral.
Eligible Employees: Full-Time.

VIRGINIA RETIREMENT SYSTEM

All eligible employees will be required to enroll in the Virginia Retirement System as provided by the Town of Mineral. Eligible Employees: Full-Time

USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using town property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Accidents resulting in \$500.00 or more of damage will require a physical examination and drug and alcohol screening to determine extent of injuries and /or substance abuse.

EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, power failures, or natural or manmade disasters may disrupt Town operations. The Town of Mineral will follow the same procedure as the County of Louisa for Inclement Weather with the following exception that the Town will automatically initial a delay in the regular work start time up to 10 AM until Town Manager/Mayor will decide by 08:30 AM, based on the circumstances on any regular work day and announced by prescribed measures decided upon in advance by Council, if and when regular full time or part-time employees shall be expected to report to work.

In extreme cases, these circumstances may require the closing of private facilities. During these times the Town of Mineral may be required to maintain essential government services. Those employees identified as mission essential are expected to report for work regardless of the weather or disruptive occurrence.

Persons not reporting for scheduled work will not be paid. However, with supervisory approval, employees in nonessential duties may be excused for the day or part of. Employees in essential operations are required to work as assigned. Failure of essential employees to report for work may result in disciplinary measures up to and including termination of employment. Hours worked will be at the employees' regular pay rate unless they are in excess of 40 hours for the week. This applies for holidays as well as regular work days. Holiday hours will not prevent overtime for hours worked when required for emergency situations.

BUSINESS TRAVEL EXPENSES

The Town of Mineral will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Town Council. Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Town.

Employees are expected to limit expenses to reasonable amounts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the Town may not be used for personal use.

When travel is completed, employees should submit completed travel expense reports within 5 work days. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, may be grounds for disciplinary action, up to and including termination of employment.

FAMILY LEAVE

The Town of Mineral provides family leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

Employees in the following employment classifications are eligible to request family leave as described in this policy: Full time Employees. Eligible employees may request family leave only after having completed 180 calendar days of service. Eligible employees should make requests for family leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

Eligible employees may request up to a maximum of two weeks of family leave within any 12 month period. Any combination of family leave and medical leave may not exceed this maximum limit. Married employee couples may be restricted to a combined total of two weeks leave within any 12 month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by the Town until the end of the month in which the approved family leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from family leave, benefits will again be provided by the Town according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide the Town with at least two weeks advance notice of the date the employee intends to return to work. When family leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to report to work promptly at the end of the approved leave period, Town of Mineral will assume that the employee has resigned.

EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, the Town of Mineral expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or Inappropriate Removal or Possession of Property.
- Falsification of Timekeeping Records.
- Working under the Influence of Alcohol or Illegal Drugs.
- Possession, Distribution, Sale, Transfer, or Use of Alcohol or Illegal Drugs in the Workplace, While on Duty, or While Operating Employer-Owned Vehicles or Equipment.
- Fighting or Threatening Violence in the Workplace.
- Boisterous or Disruptive Activity in the Workplace.
- Negligence or Improper Conduct Leading to Damage of Employer-Owned or Privately-Owned Property.
- Insubordination or Other Disrespectful Conduct.
- Violation of Safety or Health Rules.
- Smoking in Prohibited Areas.
- Sexual or Other Unlawful or Unwelcome Harassment.
- Possession of Dangerous or Unauthorized Materials, Such as Explosives, In the workplace.
- Excessive Absenteeism or Any Absence Without Notice.
- Unauthorized Absence from Work Station during the Workday.
- Unauthorized Use of Telephones, Mail System, Town Computers or other communication devices or other Employer-Owned Equipment.
- Unauthorized Disclosure of Confidential Information.
- Violation of Personnel Policies.
- Unsatisfactory Performance or Conduct.
- Actions away from work activities that could reflect badly on the Town of Mineral.

Employment with the Town of Mineral is at the mutual consent of the Town and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

DRUG AND ALCOHOL USE

It is the Town's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Town of Mineral premises and while conducting business-related activities off Town premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

The legal use of medically prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

To inform employees about important provisions of this policy, the Town of Mineral has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees, and consequences for violations of this policy.

Under the federal Drug-Free Workplace Act of 1998, 42 U.S.C. 701 et seq., an employee who performs work for a government, government contract or grant must notify the Town Manager of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the Town Manager without fear of reprisal.

ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the Town of Mineral expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the Town of Mineral. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Office hours are from 8:30 am to 5:00 pm with a 30 minute unpaid break provided. Employees should arrive at work in time to be ready to work when the office opens for the day and must remain at the office until all settlements are completed.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the public's image of the Town Government. It is imperative that each employee present an image to citizens, visitors and fellow employees that reflect favorably on the Town.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances employees will have their leave bank docked for the time away from work.

SECURITY INSPECTIONS

The Town of Mineral wishes to maintain a work environment that is free of illegal drugs, alcohol, explosives, or other improper materials. To this end, the Town prohibits the possession, transfer, sale, or use of such materials on its premises. The Town requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remains the sole property of the Town. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Town of Mineral at any time, either with or without prior notice.

The Town likewise wishes to discourage theft or unauthorized possession of the property of employees, the Town, and citizens. To facilitate enforcement of this policy, the Town or its representative may inspect not only desks and lockers but also persons and/or vehicles entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Town's premises.

ACCIDENT REPORTING

Any employee injured on the job must report the injury immediately to his/her supervisor. The supervisor must submit a detailed accident report to either the Town Manager or to the Town Clerk at the Town Manager's Office for completion of a Worker's Compensation Form.

An injured employee needing medical attention must seek treatment from a doctor on a list approved by the Town Manager. Obtaining treatment from a doctor who is not on the approved list may result in disqualification for Worker's Compensation Benefits. In the event of a serious injury requiring emergency medical treatment the employee may go immediately to the hospital emergency room.

All losses, damages, accidents or occurrences which involve any Town employees, equipment, property (including the utility system) shall be reported to the Manager's Office on forms prescribed by the Town Manager, whether or not they result in a claim to the Town. All non-supervisory employees upon learning of an accident shall report the incident to their supervisor. All supervisory employees upon learning of an incident shall personally investigate to determine the circumstances involved, and shall then prepare a report to be submitted to the Town Manager's Office within two days of learning of an incident. The results of the incident will be briefed to the Mayor who will brief Town Council of the incident.

EVALUATING EMPLOYEE SAFETY

An employee's conformance to safety rules and regulations and his/her work habits will be considered in his/her annual performance evaluation. The refusal of an employee to abide by safety rules, such as wearing hard hats, safety shoes or eye protection may result in immediate suspension and possible dismissal.

GRIEVANCE PROCEDURE POLICY

The Town of Mineral desires to resolve employee complaints and grievances in a fair and equitable manner. The Town follows the state's Standards of Conduct.

In any organization it would be unrealistic to assume that employees would never have an occasion to question a decision which affects them. Human beings are not perfect and an employee will make mistakes whether he or she is a laborer, a clerical worker, or a Department Head.

In the vast majority of cases where employees feel they have been mistreated or they are the victims of a poor decision, there has usually been a misunderstanding between the employee and the supervisor who made the decision.

Since a frank discussion between these two individuals - supervisor and employee - can usually resolve such misunderstandings, a free and open atmosphere between an employee and his/her supervisor is strongly encouraged. Decisions which affect employees should be thoroughly discussed with those affected.

When a problem cannot be resolved to the satisfaction of the employee, the employee has the right and privilege of appealing through the formal grievance procedure.

Employees whose grievances result from work situations deserve and have the right to submit grievances for orderly resolution with complete freedom from discrimination, coercion, recrimination, restraint, or reprisal. This does not, however, confer the right upon anyone to make slanderous or libelous statements.

Coverage

All Full time Employees are eligible to file grievances, except Council appointed Employees, department heads and probationary employees. Probationary employees may file a grievance if the complaint involves a charge of discrimination. Sworn police officers, as defined in Chapter 10.1, Title 2.1 of the 1950 Code of Virginia, as amended,

have access to the procedures set forth in Chapter 7; Section 7.11 of these rules (Law Enforcement Officers' Procedural Guarantees) or this grievance procedure (Chapter 7; Section 7.6), but not both.

Definition of Grievance

A grievance shall be defined as a complaint or dispute of an employee relating to His/her employment, including but not limited to:

- A. Disciplinary actions, including dismissals, disciplinary demotions and suspensions, provided that dismissals shall be grievable whenever resulting from formal discipline or unsatisfactory job performance;
- B. The application or interpretation of personnel policies, procedures, rules, and regulations, including the application of policies involving matters referring to the contents of ordinances, and/or statutes;
- C. Acts of reprisal as the result of utilizing the grievance procedure; or of participation in the grievance of another Town employee;
- D. Complaints of discrimination on the basis of race, color, creed, political affiliation, age, disability, national origin, or sex;
- E. Acts of reprisal because the employee has complied with any law of the United States or of the Commonwealth has reported any violation of such law to a governmental authority, or has sought any change in law before the Congress of the United States or the General Assembly.

Management Rights

Management reserves the exclusive right to manage the affairs and operations of government. Accordingly, the following complaints are non-grievable under this procedure:

- A. The establishment and revision of wages or salaries, position classifications, or general benefits;
- B. Any work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the job content; the measurement and assessment of work activity through a performance evaluation shall not be grievable except where the employee can show that the evaluation was arbitrary or capricious;
- C. The contents of ordinances, statutes, or established personnel policies, procedures, rules, and regulations;
- D. Failure to promote except where the employee can show established promotional policies or procedures were not followed or applied fairly;
- E. The methods, means, and personnel by which work activities are to be carried on;
- F. Termination, layoff, demotion, or suspension from duties because of lack of work, reduction in work force, or job abolition; except where such action affects an employee who has been reinstated within the previous six months as the result of

the final determination of a grievance. In any grievance brought under the exception to item F), the action shall be upheld upon a showing by the Town that: (1) there was a valid business reason for such action, and (2) the employee was notified of such reason in writing prior to the effective date of the action.

G. The hiring, promotion, transfer, assignment, and retention of employees within the Town government; and

H. The relief of employees from duties in emergencies.

Procedure

An employee who feels aggrieved in matters other than those covered in the Section above "Management Rights", may file a grievance using the following procedures:

First Step: Supervisor Level

A. Within twenty (20) calendar days after the occurrence or condition

giving rise to the grievance, the employee affected may identify the grievance verbally to the employee's immediate supervisor. Within five (5) working days of such presentation the supervisor shall give his or her response to the employee with respect to the grievance, or shall advise the employee that additional time for such decision is needed, in which case a decision must be given to the employee within five (5) working days thereafter:

B. If a satisfactory resolution is not reached by this process, the employee shall

Reduce the grievance to writing, identifying the nature of the grievance and the expected remedy. Such written grievance shall be presented to the immediate supervisor within five (5) working days of the supervisor's verbal reply. The supervisor must reply in writing within five (5) working days.

Second Step: Management Level - Department Head

If a satisfactory resolution is not reached at the first step, the employee may so indicate on the Grievance Form and submit the grievance to the Department Head within five (5) working days. A meeting to review the grievance shall be held between the employee and the Department Head within five (5) working days after receipt thereof. The time limit between the second step submission and the second step meeting may be extended by mutual agreement at the second step meeting, the employee may have a witness of his or her choice present the step supervisor may likewise have a witness present, if he or she so desires. Witnesses shall be present only while actually providing testimony. A second step written reply to the grievance shall be provided to the employee within five (5) working days after the second step meeting.

TOWN MANAGER
FLSA Status: Exempt

GENERAL DEFINITION OF WORK:

Performs complex professional and administrative work directing programs and operations of the town government; does related work as required. Work is performed under general supervision. Supervision is exercised over appropriate town staff.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Planning, directing and coordinating the overall operation of the town government; serving as chief administrative and operating officer; ensuring proper operations, staffing and budgeting; advising and assisting the Town Council on operations and governance.

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- ▶ Serves as chief administrative officer of the Town.
- ▶ Prepares and presents annual budget to Council.
- ▶ Administers approved operating budget.
- ▶ Meets and confers with department heads concerning issues effecting the Town.
- ▶ Develops and reviews research position papers and memoranda and makes recommendations to the Council concerning the overall management of the Town.
- ▶ Identifies needs and develops strategies to meet short and long-range goals affecting the Town.
- ▶ Attends and participates in Town Council meetings and numerous other committee or council meetings and public hearings, advising and providing necessary information.
- ▶ Reviews and prepares written reports and recommendations for Town Council.
- ▶ Supports the work functions of all committees, boards and task forces appointed by the Mayor / Town Council.
- ▶ Makes recommendations on various Town matters for consideration and possible action by the Council.
- ▶ Carries out all policies and instructions in a manner consistent with Federal, State and local regulations.
- ▶ Executes and enforces all resolutions, State laws and orders under the jurisdiction of the Council.
- ▶ Oversees Town personnel and financial management functions.
- ▶ Represents the Council at meetings and conferences as directed.
- ▶ Performs liaison activities to other local, State and Federal agencies and organizations.
- ▶ Performs duties as required by Town of Mineral Charter and Town Code.
- ▶ Receives and answers or responds to telephone complaints or inquiries.
- ▶ Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of the principles and practices of public administration; comprehensive knowledge of local government finance practices; comprehensive knowledge of the laws, ordinances and regulations underlying a town government; ability to write clear and concise reports, memoranda, directives and letters; ability to analyze complex problems and develop comprehensive plans from general instructions; ability to meet the public and to discuss problems and complaints; ability to establish and maintain effective working relationships with department heads, Mayor, Town Council and the general public; ability to plan and direct the work of the Town workforce.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from an accredited college or university with major course work in public administration and extensive experience in an administrative capacity in local government.

PHYSICAL REQUIREMENTS:

This is sedentary work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires standing, walking and grasping; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

Possession of an appropriate driver's license valid in the Commonwealth of Virginia.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

TOWN TREASURER/TOWN CLERK

FLSA Status: Exempt

GENERAL DEFINITION OF WORK:

Responsible for town budget adherence, book keeping, bill payment, and comply with fiduciary laws. Performs intermediate and complex professional and administrative work in operations of the town government; does related work as required. Work is performed under general supervision of the Town Manager. Supervision is exercised over appropriate town staff in absence of Town Manager or as directed. Responsible for in absence of town clerk all duties define in the town charter and town code, communicates regular with town manager and town mayor.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Providing administrative support to the Town; preparing and maintaining detailed and/or confidential records and files; preparing reports.

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- ▶ Receive and handle payments from citizens.
- ▶ Prepare and handle of payroll and related reports.
- ▶ Prepare and distribute of financial statements.
- ▶ Gather, interpret, and prepare data for studies, reports, and recommendations.
- ▶ Assist in identifying needs and developing strategies to meet short and long range goals affecting the Town.
- ▶ Assist in the preparation of annual budget requests and ongoing compliance to budget.
- ▶ Reviews and prepares written reports and recommendations for Town Council.
- ▶ Supports the work functions of all committees, boards and town manager, task forces appointed by the Mayor/Town Council.
- ▶ Makes recommendations on various Town matters for consideration and possible action by the Council.
- ▶ Carries out all policies and instructions in a manner consistent with Federal, State and local regulations.
- ▶ Executes and enforces all resolutions, State laws and orders under the jurisdiction of the Council. Maintains all Council records, resolutions and ordinances and minutes.
- ▶ Prepares presentations, resolutions, ordinances, contracts, administrative policies, etc. as assigned.
- ▶ Investigates citizen request for service, requests for information and complaints and seeks to resolve issue and complaints.
- ▶ Assists in the development of notices, flyers, brochures, newsletters, media releases, news articles, and other informational materials regarding Town programs and services.
- ▶ Receives and answers or responds to telephone complaints or inquiries.
- ▶ Performs related tasks as required.
- ▶ Coordinates travel arrangements for meetings, seminars, and conventions.

- ▶ Fulfills requirement of Town Clerk as addressed in Town Charter and Town Code
- ▶ Responsible for maintaining personal files and any human resource functions and duties

KNOWLEDGE, SKILLS AND ABILITIES:

General knowledge of generally accepted accounting principles (GAAP). General knowledge of human resource administration. Ability to accurately record and maintain records. Ability to operate a variety of office equipment to produce complex/technical documents. Ability to establish and maintain effective working relationships with public officials, associates and the general public.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from high school supplemented by designated courses and considerable bookkeeping and financial as well as administrative support experience.

PHYSICAL REQUIREMENTS:

This is light work requiring the exertion of up to 30 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires stooping, crouching, reaching, standing, walking, pulling, fingering, grasping and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for depth perception, color perception, peripheral vision, preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

None.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

DMV ADMINISTRATION MANAGER

FLSA Status: Exempt/Non-Exempt

GENERAL DEFINITION OF WORK:

Performs intermediate and complex professional, supervisory, and administrative work in operations of the Department of Motor Vehicle (DMV) office; does related work as required. Work is performed under general supervision of the Town Manager. Supervision is exercised over appropriate DMV staff.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Ensuring effect delivery of customer service operations in a timely manner while complying with all town, state, federal, and Motor Vehicle Codes of Virginia, rules, policies, and procedures. (These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- ▶ Perform personnel functions as delegated by the Town Manager
- ▶ Develop and service dealer accounts
- ▶ Ensure the opening and closing of DMV office, adhering to established operating hours.
- ▶ Secure information and manage cash, inventory, and non-cash assets.
- ▶ Develop and implement inventory control systems and procedures.
- ▶ Monitor automated service systems and printers for proper functioning to support daily operations.
- ▶ Administer and direct all DMV customer service programs.
- ▶ Assist in the preparation of annual budget requests.
- ▶ Ensure sufficient inventory, forms, and manuals to support operations.
- ▶ Interpret and effectively explain statutory requirements and existing or new/revised operational policies and procedures to staff and customers.
- ▶ Design and implement training goals for DMV staff.
- ▶ Analyze wait times, serve times, and number of customers served to ensure goal and objectives are met.
- ▶ Executes and enforces all resolutions, State laws and orders under the jurisdiction of the Council.
- ▶ Ensure documents are verified and transactions are processed accurately in accordance with town policies and procedures.
- ▶ Investigates customer request for service, complaints, and requests for information.
- ▶ Performs employee evaluations and disciplinary/counseling actions
- ▶ Receives, approves employee vacation requests, time off request and overall staff scheduling
- ▶ Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Considerable knowledge of customer service management and practices, cash management, inventory control methods and procedures, Microsoft Office products, performance management, process improvement principles, customer service practices, computer systems, and databases. Working knowledge of the Freedom of Information Act, the Privacy Protection Act, Motor Vehicle Code of Virginia, and DMV policies and procedures related to operations. Effective oral and written communication skills necessary to communicate with all levels of internal and external team members and customers. Ability to accurately record and maintain records. Ability to operate a variety of office equipment to produce complex/technical documents. Ability to establish and maintain effective working relationships with public officials, associates and the general public.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from high school supplemented by designated courses and considerable customer support experience. Some college courses in business administration or related field preferred.

PHYSICAL REQUIREMENTS:

This is light work requiring the exertion of up to 10 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires stooping, crouching, reaching, standing, walking, pulling, fingering, grasping and repetitive motions; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; visual acuity is required for depth perception, color perception, peripheral vision, preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

Possession of an appropriate driver's license valid in the Commonwealth of Virginia.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.

SPECIAL PROJECTS COORDINATOR/PLANNER

FLSA Status: Non-Exempt

GENERAL DEFINITION OF WORK:

Performs difficult professional and administrative work assisting the Town Manager in directing operations of the town government; does related work as required. Works on special projects as assigned by the Town Manager for the benefit of the Town and reports to the Town Manager on the progress of the projects. Schedules meetings to ensure that the projects stay on track and oversees various projects on behalf of the Town. The position requires the ability to organize the various tasks involved in completing a project and the responsibility for detailed documentation. Responsible for collecting the necessary data and reporting on each step in the projects. The Coordinator/Planner researches, analyzes, and coordinates delivery of services and completion of projects, as assigned. Attends relevant meetings, trainings, workshops and conferences and shares information gathered for the benefit of the Town. Builds and maintains professional relationships and seeks opportunities to learn about issues related to assigned areas of responsibility. The Coordinator/Planner supports the work functions of all committees, boards and task forces appointed by the Mayor/Town Council. Work is performed under general supervision.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Assisting the Town Manager with special projects; performing research and preparing papers for the Town Manager and Town Council; maintaining records and files; preparing reports. (These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- ▶ Researches, develops, manages and implements Town RFP's procurements.
- ▶ Manages and implements grants and special projects.
- ▶ Research and assist in managing Town codes and updates to Town policies.
- ▶ Tracks legislative issues.
- ▶ Supports economic development and other projects.
- ▶ Performs related tasks as required.
- ▶ Manage and update Town website.
- ▶ Assist maintenance staff regarding meter reading and Town's water supply operation.
- ▶ Assist, as needed, with building and zoning applications and permits.
- ▶ Assist, as needed, with maintaining employee DMV system authorization and access.
- ▶ Attends Planning commission meetings and provide advice assistance and staff support to Chief Planning Commissioner organization and support Comprehensive Plan and revisions.

KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of the organization, function and methods of operation of the town's departments; thorough knowledge of general management and office organization principles and practices. Ability to analyze a variety of complex working procedures and to develop recommendations to improve them; ability to express ideas effectively both orally and in writing; ability to establish and maintain effective working relationships with government officials, associates and the general public.

EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from an accredited college or university with course work/experience in public/business administration.

PHYSICAL REQUIREMENTS:

This is light work requiring the exertion of up to 20 pounds of force occasionally and a negligible amount of force frequently or constantly to move objects; work requires standing, walking and fingering; vocal communication is required for expressing or exchanging ideas by means of the spoken word; and conveying detailed or important instructions to others accurately, loudly, or quickly; hearing is required to perceive information at normal spoken word levels; and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for depth perception, color perception, night vision, peripheral vision, preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring device, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is not subject to adverse environmental conditions.

SPECIAL REQUIREMENTS:

Possession of appropriate driver's license valid in the Commonwealth of Virginia.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential tasks.



Agenda
Item Summary
February 13, 2023

Agenda Item: *Sign Quotes*

Background:

Fiscal Impact:

Staff Recommendation:

Council Action Requested:
Yes

Sample Motion(s):

Motion to approve sign quote provided by Stewart Signs.



AMY EVANS-KAIL <amy@townofmineral.net>

Fwd: What Should I Look for in a Sign's Materials & Construction?

1 message

ronald chapman <ronchapman@townofmineral.net>
 To: AMY EVANS-KAIL <amy@townofmineral.net>

Wed, Feb 8, 2023 at 10:27 AM

Agenda item

----- Forwarded message -----

From: **Bernice kube** <bernice@townofmineral.net>

Date: Wed, Feb 8, 2023, 10:15 AM

Subject: Fwd: What Should I Look for in a Sign's Materials & Construction?

To: ronald chapman <ronchapman@townofmineral.net>

----- Forwarded message -----

From: **Stewart Signs** <infostewartsigns@stewartsigns.com>

Date: Wed, Feb 8, 2023 at 9:08 AM

Subject: What Should I Look for in a Sign's Materials & Construction?

To: <bernice@townofmineral.net>

For agenda



SIGN UNIVERSITY
 by Stewart**Signs**

What should I look for in a sign's materials and construction?

When it comes to the world of signage, there are different levels of quality to choose from depending on your need. Signs fall into two main categories:

✗ Commercial-grade signs are built only with the **initial cost** in mind. Made for businesses that change frequently over time, these signs degrade quickly and have a serviceable life of three to five years.

- The sign cabinet is made from thin steel may rust and deform under its own weight. Sides are joined with screws, bolts or adhesives that fail over time.
- Metal surfaces are unevenly wet-painted. The color quickly fades in direct sunlight and vandalism such as spray paint or egg is not easily removed.

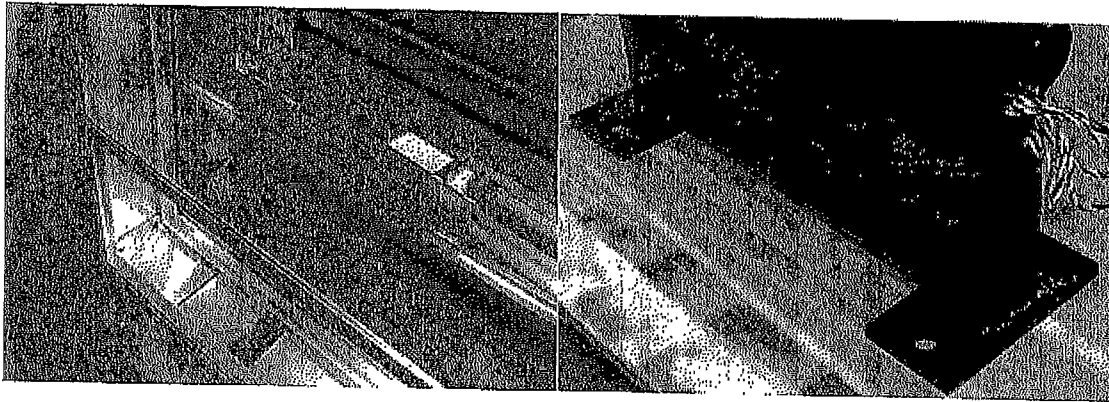
- Sign faces are acrylic or plexiglass with low impact resistance. Material is not UV-resistant, and yellows or cracks as it degrades in the sun.
- The face artwork is printed or painted with non-solar-grade materials, and adhered to the outside of the sign face where it can be scratched and peel.
- The support structure or base plates are made of thin steel or aluminum that cannot support minimum wind-loads and may fall over in high winds.
- The sign is assembled out-in-the-field from individual components that may not be UL Listed or match each other in color or style.
- There is a limited or no warranty on the above components. Any warranty does not include incidents of vandalism.



✓ Institutional-grade signs are built with **total cost-of-ownership** in mind. Made for organizations that want to make a one-time investment in their sign project for many years, these signs have a serviceable life of well over a decade.

- The sign cabinet is made from extruded aluminum that resists corrosion and retains its shape. Sides are miter-cut and joined by wire-welding the corners.
- Metal surfaces are cleaned and uniformly powder-coated for superior chip, impact and fade resistance. Vandalism can be removed with approved cleaners.
- Sign faces are made from solar-grade polycarbonate with superior impact resistance. UV protection is integrated into the material to keep it clear.
- The face artwork is digitally printed on solar-grade material and adhered to the inside of the sign face for maximum protection against the elements.
- The support structure and base plates are made of thick, powder-coated steel to support a minimum wind-load rating of 120mph.
- The entire sign is manufactured in a controlled environment to ensure a seamless look, and the complete sign is UL Listed.

- There is a lifetime warranty from a single company on all of these components, including damage caused by vandalism.



A true Institutional-grade sign comes from a single source that builds all of the sign components including the Identification cabinet, LED cabinet, and support structure. Any warranty or service issues should be handled by the same company.

We believe in **one sign, one company.**

Learn more about sign construction

Ask your sign consultant for more information on sign construction methods:

Colin Lane

1-888-237-3928 x2470

clane@stewartsigns.com



Stewart Signs, 2201 Cantu Court, Suite 215, Sarasota, FL 34232, 1-800-237-3928



TUFFAK® SL vandal cover in front of the LED display protects from impacts and the sun.

Stewart Signs
ONE SIGN, ONE COMPANY

1-800-237-3928 stewartsigns.com

TekStar Color 16mm 40x100

Cabinet size: 4' x 6'

Sk: 1009468-1 Cust: 3185296

1/13/2023 F/cLane PROPOSAL

Scale: 3/4"=1' Cabinet Color: White

Signature _____

Date _____



This custom artwork is not intended to provide an exact match for ink, vinyl, paint, or LED color. Signs are designed for an illuminated graphic and art is based off of this premise. Non-illumination during daylight hours may result in graphics of varying appearance. Brickwork and masonry are not included in the proposal with the exception of Cornerstone products. Measurements shown are approximations; final product dimensions may vary. LED images shown are simulated to replicate optimum viewing distance. Original design, do not duplicate.

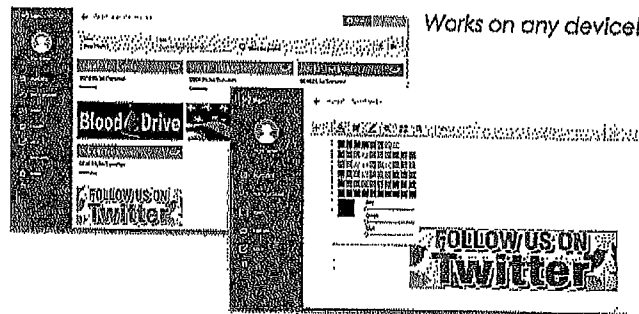
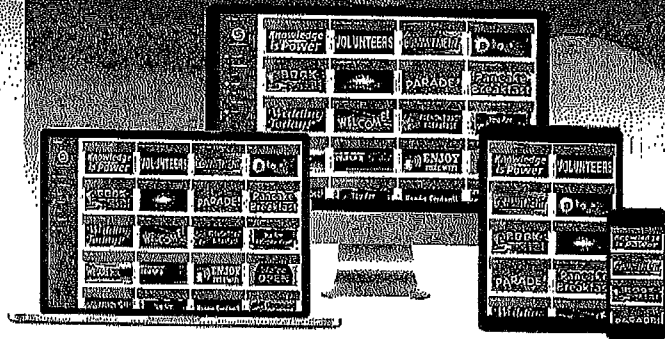
signCommand®

Create and send amazing messages from anywhere
with the **easiest** LED sign software in the cloud!

Sign owners have told us that they want sign software that's easy to use and can be accessed from any device. Software with powerful editing and scheduling capabilities, built from the ground-up with security in mind. Software that **just works** and requires no installation or complex network setup.

Introducing SignCommand, the next generation in LED sign control. From a built-in library of video clips to easy collaboration with other users, your sign message will become a **powerful voice** for your organization. Get more from your sign with the power of the cloud!

See videos and more at
stewartsigns.com/software



Works on any device!



Access From Anywhere

From home or work, computer or phone, you can change your sign message with no software setup.



The Media You Need

Search, preview and add from our constantly expanding graphics library, right inside the application.



Your Message, On Your Time

Advanced scheduling options allow for highly customized messages based on date and time.



Eye-Catching Special Effects

Many built-in transition and text effects will increase interest and attention in your sign message.



Delivering Peace-of-Mind

Offering features like two-factor authentication, it's built from the ground-up with a focus on security.



A Network of Support

Remote diagnostics and monitoring allow us to fix existing problems and prevent future ones.



StewartSigns
ONE SIGN, ONE COMPANY

stewartsigns.com • 800-237-3928

SignCommandFlyer-SS220801



The leader in secure and reliable
cloud application hosting.

Works across all operating systems.



so SignCommand®

Built-in Graphics Library for Your Facility

Generate attention and interest in your message!

With your investment in LED technology, the messages that you display will now have the power to be **more effective than any other communication**. But not just any content will have the Impact you're after. Plain text messages can get lost in a crowded visual landscape, and many organizations don't have the resources to create their own dynamic sign graphics.

SignCommand offers a **built-in and constantly expanding library** of graphics and video animations. These media files are created and optimized by artists that specialize in sign content creation, and will turn a sign that can be read into a sign that will be read.

Learn more and see graphics in action at stewartsigns.com/library

Ask your sign consultant for SignCommand demo account access to view the library!

StewartSigns
ONE SIGN, ONE COMPANY

stewartsigns.com ■ 800-237-3928
LibraryFlyerMunicipal-SS220801



Announce



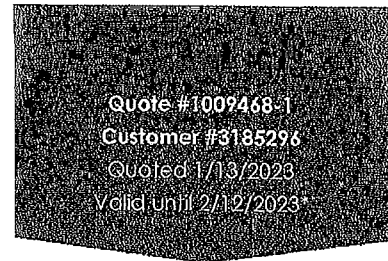
Educate



Promote

OVER 1,500 ITEMS AVAILABLE!

* Amount of image detail available on the LED display is determined by the matrix size. Examples shown here for demonstration purposes only.



Prepared for
Town of Mineral
312 Mineral Ave
Mineral, VA 23117

Prepared by
Collin Lane
clane@stewartsigns.com
1.888.237.3928

DESCRIPTION	PRICE
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Double Sided Full Color TekStar Outdoor LED Sign

LED display integrated inside of an aluminum sign cabinet with solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun.

\$19,357.00

LED display

- 16mm full color at 40 pixels high by 100 pixels wide (4,000 total pixels per side)
 - Active display area 2'1" x 5'3" (11.0 square feet per side)
 - 1 to 5 rows of text and use your own images and video clips
 - Entire sign UL Listed and FCC Part 15 compliant
- See full display capabilities

Communication method

Communication to sign provided by short-range wireless radios.
See full specifications

Sign structure and faces

- Double sided 4' x 6' sign cabinet with 12" deep extruded aluminum
- TCK® Industrial powder coat finish, color: White
- Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face
- Internal illumination with LED lamps
- TUFFAK® SL pan-formed faces removable via internal retainers
- Monument mount with cowling (creates pedestal appearance)
- Leg height: 1'3", Leg width: 5', Overall sign height: 5'9"
- Minimum wind load rating: 120mph, exposure B
- Lifetime warranty on structure & faces, including vandalism (see warranty for info)

Electrical specifications

- One 20 amp circuit, 120 volts; Max draw: 6.57 amps

Custom options

- Top trim #1

Software

SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product.
Control your sign from anywhere using any device. No monthly fees. Learn more.

Included

Freight

- Shipping of sign from factory to location

Included

Special Instructions

Installation Not Included

- Anchor bolts, template, and footer detail are provided

Total: \$19,357.00
+ any applicable sales tax

Payment terms: 50% Down, Balance due 10 days after shipment

Customer is responsible for checking with local zoning/planning departments to comply with any code pertaining to signage



SignCommand®



Quote #1009468-1
Customer #3185296
Quoted 1/13/2023
Valid until 2/12/2023*

Prepared for: Town of Mineral • Mineral, VA

Prepared by: Colln Lane • clane@stewartsigns.com • 1.888.237.3928

SHIPPING INFORMATION

All items not specified here will be shipped to:

Town of Mineral
312 Mineral Ave
Mineral, VA 23117

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS (unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost. Watch a typical freestanding sign installation.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer. Maximum distance of 1,500 feet between antennas.

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.

Customer's authorized signature for quote #1009468-1

SIGNATURE

PRINT NAME

DATE

Colin Lane
Colin Lane, Sign Consultant

1/13/2023

Prepared for: Town of Mineral • Mineral, VA

Prepared by: Colin Lane • clane@stewartsigns.com • 1.888.237.3928

Limited Product Warranty (Limited Warranty)

Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer or Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.

Prepared for: Town of Mineral • Mineral, VA
Prepared by: Colln Lane • clane@stewartsigns.com • 1.888.237.3928

- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com



Quote #1009468-2
Customer #3185296
Quoted 1/19/2023
Valid until 2/18/2023*

Prepared for
Town of Mineral
312 Mineral Ave
Mineral, VA 23117

Prepared by
Colin Lane
clane@stewartsigns.com
1.888.237.3928

DESCRIPTION

PRICE

Double Sided Shaded Red TekStar Outdoor LED Sign

LED display integrated inside of an aluminum sign cabinet with solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun.

\$16,507.00

LED display

- 16mm shaded red at 40 pixels high by 100 pixels wide (4,000 total pixels per side)
- Active display area 2'1" x 5'3" (11.0 square feet per side)
- 1 to 5 rows of text and use your own images and video clips
- Entire sign UL Listed and FCC Part 15 compliant

See full display capabilities

Communication method

Communication to sign provided by short-range wireless radios.

See full specifications

Sign structure and faces

- Double sided 4' x 6' sign cabinet with 12" deep extruded aluminum
- TCK® Industrial powder coat finish, color: White
- Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face
- Internal illumination with LED lamps
- TUFFAK® SL pan-formed faces removable via internal retainers
- Monument mount with cowl (creates pedestal appearance)
- Leg height: 1'3", Leg width: 5', Overall sign height: 5'9"
- Minimum wind load rating: 120mph, exposure B
- Lifetime warranty on structure & faces, including vandalism (see warranty for info)

Electrical specifications

- One 20 amp circuit, 120 volts; Max draw: 9.33 amps

Custom options

- Top trim #1

Software

SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product.

Control your sign from anywhere using any device. No monthly fees. Learn more.

Included

Freight

- Shipping of sign from factory to location

Included

Special Instructions

Installation Not Included

- Anchor bolts, template, and footer detail are provided

Total: \$16,507.00

+ any applicable sales tax

Payment terms: 50% Down, Balance due 10 days after shipment

Customer is responsible for checking with local zoning/planning departments to comply with any code pertaining to signage



SignCommand®



Quote #1009468-2
Customer #3185296
Quoted 1/19/2023
Valid until 2/18/2023

Prepared for: Town of Mineral • Mineral, VA
Prepared by: Colln Lane • clane@stewartsigns.com • 1.888.237.3928

SHIPPING INFORMATION

All items not specified here will be shipped to:

Town of Mineral
312 Mineral Ave
Mineral, VA 23117

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS: *Unless noted elsewhere in this quote

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost. Watch a typical freestanding sign installation.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and Internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer. Maximum distance of 1,500 feet between antennas.

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.

Customer's authorized signature for quote #1009468-2

SIGNATURE

PRINT NAME

DATE

Colin Lane
Colin Lane, Sign Consultant

1/19/2023

Prepared for: Town of Mineral • Mineral, VA

Prepared by: Colin Lane • clane@stewartsigns.com • 1.888.237.3928

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such Instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
Ballasts are covered for three (3) years.
LED cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.

Prepared for: Town of Mineral • Mineral, VA

Prepared by: Colln Lane • clane@stewartsigns.com • 1.888.237.3928

- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
 - a) Defects caused by: Unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com



Quote #1009468-2
Customer #3185296
Quoted 1/19/2023
Valid until 2/18/2023

Prepared for
Town of Mineral
312 Mineral Ave
Mineral, VA 23117

Prepared by
Collin Lane
clane@stewartsigns.com
1.888.237.3928

DESCRIPTION	PRICE
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Double Sided Shaded Red TekStar Outdoor LED Sign

LED display integrated inside of an aluminum sign cabinet with solar-grade polycarbonate vandal cover to protect from impacts, vandalism and the sun.

\$16,507.00

LED display

- 16mm shaded red at 40 pixels high by 100 pixels wide (4,000 total pixels per side)
- Active display area 2'1" x 5'3" (11.0 square feet per side)
- 1 to 5 rows of text and use your own images and video clips
- Entire sign UL Listed and FCC Part 15 compliant

See full display capabilities

Communication method

Communication to sign provided by short-range wireless radios.

See full specifications

Sign structure and faces

- Double sided 4' x 6' sign cabinet with 12" deep extruded aluminum
- TCI® Industrial powder coat finish, color: White
- Graphics digitally printed on 3M™ vinyl and adhered to inside of sign face
- Internal illumination with LED lamps
- TUFFAK® SL pan-formed faces removable via internal retainers
- Monument mount with cawling (creates pedestal appearance)
- Leg height: 1'3", Leg width: 5", Overall sign height: 5'9"
- Minimum wind load rating: 120mph, exposure B
- Lifetime warranty on structure & faces, including vandalism (see warranty for info)

Electrical specifications

- One 20 amp circuit, 120 volts; Max draw: 9.33 amps

Custom options

- Top trim #1

Software

SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product.
Control your sign from anywhere using any device. No monthly fees. Learn more.

Included

Freight

- Shipping of sign from factory to location

Included

Special Instructions

Installation Not Included

- Anchor bolts, template, and footer detail are provided

Total: \$16,507.00

+ any applicable sales tax

Payment terms: 50% Down, Balance due 10 days after shipment

Customer is responsible for checking with local zoning/planning departments to comply with any code pertaining to signage



STEWART SIGNS • 2201 CANTU CT. SUITE 215 • SARASOTA, FL 34232 • 1.800.237.3928

Document version SS230102, W719VA989 N



Quote #1009468-2
Customer #3185296
Quoted 1/19/2023
Valid until 2/18/2023

Prepared for: Town of Mineral • Mineral, VA
Prepared by: Colin Lane • clane@stewartsigns.com • 1.888.237.3928

SHIPPING INFORMATION

All items not specified here will be shipped to:
Town of Mineral
312 Mineral Ave
Mineral, VA 23117

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS (unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.
Watch a typical freestanding sign installation.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer. Maximum distance of 1,500 feet between antennas.

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.

Customer's authorized signature for quote #1009468-2

SIGNATURE

PRINT NAME

DATE

Colin Lane
Colin Lane, Sign Consultant

1/19/2023



Quote #1009468-2
Customer #3185296
Quoted 1/19/2023
Valid until 2/18/2023*

Prepared for: Town of Mineral • Mineral, VA
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Limited Product Warranty ("Limited Warranty")

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- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/sign/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
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This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
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LED cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
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 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
 - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
 - f) Light bulbs or lamps.

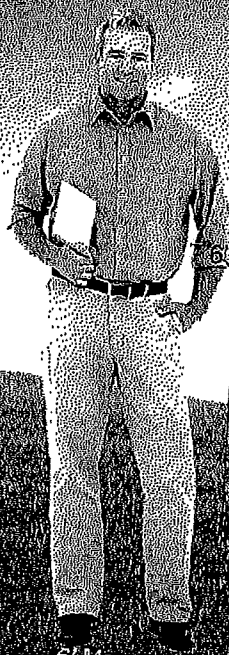
Prepared for: Town of Mineral • Mineral, VA
Prepared by: Colin Lane • clane@stewartsigns.com • 1.888.237.3928

- 11) This Limited Warranty specifically ~~does not~~ cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/
Email: support@stewartsigns.com

Infinity QR Series
16mm 30 x 135



2'0"
4'0"
2'0"
3'6"

Town of Mineral



THE TOWN OF MINERAL ONLY
SELECT WALK-INS ONLY

Reference #: sk-144145-7
Product Manager: Wyatt
Date: January 23, 2023
ID Face Vinyl: Digital Print; Blue vector
Cabinet & Mount Color: PMS662c Blue
LED Cabinet Color: Black
LED Display: Full Color



SIGNS PLUS
NEW IDEAS-NEW TECHNOLOGY, INC.
800-848-4262
Info@SignsPlusSigns.com
www.SignsPlusSigns.com



APPROVAL

DATE

PRINT NAME

SIGNATURE

A FAX SIGNATURE IS BINDING UPON BOTH PARTIES

Custom artwork by Signs Plus is provided as an example and is not intended to represent an exact match for ink, vinyl, paint or LED colors. With the exception of our Polyarmour products, masonry and brickwork are not included in the proposed quote. Measurements shown are approximations and final product dimensions may vary. Original Signs Plus design - reproduction is prohibited.



NEW IDEAS - NEW TECHNOLOGY, INC.
4242 McIntosh Ln, Sarasota, Florida 34232
t. 800-848-4262 f. 941-378-4062

Town of Mineral
312 Mineral Ave
Mineral VA 23117
Attention: Bernice Kube
540-894-1299

Wyatt Weber
Product Manager
Wyatt@SignsPlusSigns.com
Quote #: 144145-Q1
Date: Jan 19, 2023

Qty	Description
1	Infinity-GS/QR Monochrome Red, Double Sided LED Display - Made in the USA by Optec <ul style="list-style-type: none">- Two (2) Individual LED Cabinets Acting as a Double Sided Display with Side Filler Panels for Utilized Appearance- LED Cabinet Size: 2' 0" x 7' 6"- LED Active Display Area: 1' 7" x 7' 1"- LED Pixel Pitch: 16mm - LED Pixel Matrix: 30x 136 (Rows x Columns)- Total Pixels: 8,100 (Double Sided)- 2 Red LEDs per Pixel- Brightness: 10,000 Nits- Color Processing: 16-bit Grayscale - Color Palette: 32,000+ Shades of Red- Viewability: 140 degrees horizontal & 70 degrees vertical- Graphic Capability: Text, Animations, Video Clips and Photos- Display Dimming: 100 levels - Video Frame Rate: 60 Frames per second- Average LED Life: 100,000 hours- LED Cabinet Construction: Extruded Aluminum- Weatherproofing, Front & Rear: IP65 & IP54 - Manufacturing Quality Standard: ISO 9001- Compliance: FCC Part 15, ETL, and UL 489 Electrical Requirements: 120-volt, Max Amps: 8.1
1	2' 0" x 7' 6" (HxW) Double Sided Identification Cabinet <ul style="list-style-type: none">- 13" Deep, All Aluminum - Utilized, High-strength and All-welded Cabinet Frame- Energy Saving Internal LED Illumination with Day-Night Light Sensor- Unbreakable Solar Grade Polycarbonate Faces- Digital Graphics on 3M Vinyl Applied to Inside Surface to Prevent Fading, Scratching or Marring"
1	Dual Pole Mount with Aluminum C-Wrap for Pedestal Appearance <ul style="list-style-type: none">- Overall Sign Height up to 8' 0", Leg Width: 2' 4"- Entire Sign Engineered for 125mph Wind Load
1	High Security Wireless Network Bridge - Point-to-Point Communication, Requires Direct Line-of-Sight Between Antennas - Max Distance 1,500 Feet
1	M.E. Cloud - Cloud Based LED Sign Messaging Software Included
1	Freight Included

Prices are valid for 30 days. Unless otherwise noted in Special Instructions freight & applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order.

Total Investment: \$19,928.00

Terms

— Authorized purchase order accepted with order with total invoice amount due 10 days from the sign(s) ship date. Or 50% deposit of total investment due with order and balance due 10 days from the sign(s) ship date.

Unless otherwise indicated in the buyer approved sign installation agreement, Form SIA-1020-B, sign permits, footers, sign erection, electrical service, electrical connection and plinters or other decorative masonry or other structures are the responsibilities of the buyer. All signs subject to zoning and code per city/county. Signs Plus furnishes engineered footer drawings when applicable. Buyer acknowledges and agrees that any cancellation may result in charges that exceed the deposit. In the event of payment default disruptions of the LED display operation may occur. The Buyer is responsible for all collection costs incurred by Signs Plus, including but not limited to court costs, filing fees and attorney fees. All legal proceedings will be in Sarasota County, Florida. A 2% convenience fee applies to all credit card transactions.

Special Instructions

- LED & ID Warranty - Refer to Signs Plus Warranty for Complete Details
- Limited Lifetime Warranty on Material & Workmanship on Entire Sign.
- Lifetime Replacement of Makrolon Faces due to Breakage by Vandalism.
- 10 Year Parts & 5 Year Labor Warranty on ID Cabinet LED Illumination.
- 5 Year LED manufacturer's advanced replacement parts warranty with Lifetime Technical Support.
- Lifetime FREE software training and support.
- 10 year parts availability guarantee.
- Installation by Others: Signs Plus provides complete mounting instructions and when applicable a footer drawing engineered for your sign with dimensions and specifications along with anchor bolts and template for accurate placement.

Quote #: 144145-Q1
Date Quoted: Jan 19, 2023

Signs Plus New Ideas - New Technologies, Inc.
4242 McIntosh Lane - Sarasota, FL 34232 800.848.4262
www.SignsPlusSigns.com

Approval / Authorization

I have read and fully understand the contents of this document and I agree to the stated terms and conditions.

Authorized Signature: _____

Title: _____ Date: _____

Customer:	Ship Sign To:	Invoice To:
Town of Mineral 312 Mineral Ave Mineral, VA 23117 Attention: Bernice Kube 540-894-1299 bernice@townofmineral.net	Town of Mineral 312 Mineral Ave Mineral, VA 23117 Attention: Bernice Kube 540-894-1299 bernice@townofmineral.net	Town of Mineral 312 Mineral Ave Mineral, VA 23117 Attention: Bernice Kube 540-894-1299 bernice@townofmineral.net

Quote #: 144145-Q1
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Agenda
Item Summary
February 13, 2023

Agenda Item: *Adoption of Financial Policy*

Background: *Review of the Town's financial policies and internal administrative policies.*

Fiscal Impact: *N/A*

Staff Recommendation: *Yes*

Council Action Requested:
Yes

Sample Motion(s):

Motion to approve and adopt the Financial Policies and Internal Administrative Policies.

TOWN OF MINERAL, VIRGINIA

RESOLUTION

Resolution- to approve and to adopt the Financial Policies and Internal Administrative Policies.

WHEREAS, each year the town adopts its financial policies and internal administrative policies related to inter-fund lending and budget transfer limits; and

WHEREAS, adoption of, and adherence to, financial policies reflective of current best practices and ratings agency expectations are a key component of sound financial management; and

WHEREAS, in conjunction with the town's financial advisors, staff presented updated financial policies to the Town Council on _____.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Mineral, Virginia, hereby approves and adopts the financial policies and internal, administrative policies in the forms hereto attached as Exhibit A and Exhibit B.

INTRODUCTION

To establish and document a policy framework for fiscal decision-making and to strengthen the financial management of the Town of Mineral, Virginia (the "town"), the Town Council confirms the following Financial Policy Guidelines as part of the fiscal year 2024 budget.

Financial Policy Guidelines that are adopted, adhered to, and regularly reviewed are recognized as a cornerstone of sound financial management and:

- Contribute significantly to the town's ability to insulate itself from fiscal crisis;
- Enhance short term and long-term financial credit ability by helping to achieve the highest credit and bond ratings possible;
- Promote long-term financial stability by establishing clear and consistent guidelines;
- Direct attention to the total financial picture of the town rather than single issue areas;
- Promote the view of linking long-term financial planning with day-to-day operations; and
- Provide Town Staff, Town Council, and the town's citizens a framework for measuring the fiscal impact of government services against established fiscal parameters and guidelines.

The town will review these Financial Policy Guidelines at least once every four years and either reaffirm them or adjust them to reflect evolving town priorities, developments in industry best practices, and/or changes to rating agency criteria.

SECTION I. Accounting, Auditing, and Financial Reporting

- a. The town will establish and maintain the highest standards of accounting practices in conformance with uniform financial reporting in Virginia and generally accepted accounting principles for governmental entities as set forth by the Governmental Accounting Standards Board.
- b. The town will engage an independent firm of certified public accountants to perform an annual financial and compliance audit according to generally accepted government-auditing standards and will have these accountants publicly issue an opinion, which will be incorporated in a comprehensive annual financial report.
- c. The town will annually seek the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting.

SECTION II. Asset Management

- a. The town will capitalize all fixed assets with a value greater than \$5,000 and an expected life of two years or more.
- b. The operating budget will provide for minor and preventive maintenance.
- c. The capital budget will provide for the acquisition of fixed assets and the construction, or total replacement of physical facilities to include additions to existing facilities, which increase the square footage or asset value of that facility or other asset. The town will protect its assets by maintaining adequate insurance coverage through either commercial insurance or risk pooling arrangements with other governmental entities.

SECTION III. Revenue Management

- a. The town will maintain a diversified and stable revenue structure to protect it from short-run fluctuations in any one revenue source.
- b. The town will estimate its annual revenues by an objective, analytical process.
- c. The town maintains budgetary control at the fund and department level. At least quarterly reports of comprehensive financial data for each of the town's activity centers will be generated; displaying such line-item information as approved budget, expenditure and encumbrance amounts, any budget transfers, and remaining budget balance.
- d. In addition, a condensed report is prepared for the Town Council at least semi-annually which compares actual to budgeted/projected revenues and expenditures for all funds of the town. The report notes any significant variances from expected results and recommends actions to bring the budget into balance, if necessary.
- e. The town has three enterprise funds: the Water and Sewer Fund, Spring Grove Cemetery Fund, DMV Fund. The town, where practicable, will institute user fees and charges for specialized programs and services. Rates will be established to recover operational as well as overhead or indirect costs and capital or debt service costs, and the town will periodically review user fee charges and related expenditures to determine if preestablished recovery goals are being met.
- f. The town will follow an aggressive policy of collecting revenue.

SECTION IV. Budget Management

Operating Budget

- a. The town must adopt a structurally balanced annual budget by July 1 of each fiscal

year. A structurally balanced budget is defined as one in which total recurring revenues and other financing sources are equal to total anticipated recurring expenditures.

- b. The budget is a plan for raising and allocating resources. The objective is to enable service delivery within available resources. Services must be delivered to residents and taxpayers at a level which will meet real needs as efficiently and effectively as possible.
- c. The town will fund current expenditures with current revenues and use non-recurring revenues for non-recurring expenditures. Recurring revenues may be used for one-time expenditures if deemed appropriate by the Town Manager.
- d. Revenues must be increased, or expenditures decreased, in the same fiscal year, if deficits appear.
- e. The budget must be structured so that the Town Council and the general public can readily establish the relationship between revenues, expenditures, and the achievement of service objectives.

Capital Budget

- f. The town will make all capital improvements in accordance with an adopted Capital Improvements Program (CIP).
- g. The town will coordinate development of the capital budget with development of the operating budget. Future operating costs associated with new capital projects will be projected and included in operating budget forecasts.
- h. The town will annually update a multi-year financial forecast in concert with preparation of the operating and capital budget. The multi-year financial forecast will take into account projected operating revenues and expenditures as well as projected capital needs, both debt and non-debt funded. The multi-year financial forecast will also track projected compliance with the town's Financial Policy Guidelines.
- i. The town will make use of non-debt capital financing through alternate sources, including proffers and pay-as-you-go cash funding from the Capital Reserve Fund. The Capital Reserve Fund will be detailed and described further herein.
- j. The goal of the town is to finance 25 percent of the current portion of construction and acquisition costs of capital assets, improvements, and infrastructure (in excess of proffers) through the use of such non-debt sources over the course of a five-year CIP program. The amount provided in current resources may be applied equally to all projects or only to specific projects.

SECTION V. Reserve Funds Management

- a. The General Fund Unassigned Fund Balance should be maintained at a minimum of 20 percent of total General Fund Operating Expenditures as measured in the town's annual audited financial statements. Operating Expenditures do not include capital expenditures of a one-time, non-recurring nature.
- b. General Fund Unassigned Fund Balance should be drawn upon only as absolutely necessary and, where applicable, after use of the Revenue Stabilization Fund and Contingency Fund. Any use of General Fund Unassigned Fund Balance should be limited to:
 1. One-time capital needs;
 2. Offsetting difficult economic times;
 3. Non-recurring expenditures; and
 4. Providing liquidity in emergency situations.
- c. Should the town utilize Unassigned Fund Balance for one of the purposes noted above in such a way that will reduce the funds below the policy minimum level, the town will put in place a plan to restore the Unassigned Fund Balance to the policy minimum level. In such circumstances, the town will adopt a plan as part of the following year's budget process to restore Unassigned Fund Balance to the policy minimum level within 2 years from the date of the budget's adoption.
- d. The town will establish a Revenue Stabilization Fund within the Assigned portion of the General Fund Balance. At the close of each audited fiscal year, after certifying that the Unassigned Fund Balance is in compliance with these policies, the Revenue Stabilization Fund shall receive a minimum of 25 percent of the prior year's surplus, if any, as calculated in the prior fiscal year audit. Balances in the Revenue Stabilization Fund will be allowed to accumulate until they reach an amount equal to 5 percent of General Fund Operating Revenues. Transfers to the Revenue Stabilization Fund may also be made as part of the adopted operating budget.
 1. Withdrawals from the Revenue Stabilization Fund can only be considered if there is an unexpected General Fund recurring revenue decline of at least 3 percent below the original budget projections for the then current fiscal year.
 2. No more than half of the Revenue Stabilization Fund can be withdrawn in any one fiscal year except in the event that using no more than half of the balance would result in Unassigned Fund Balance falling below the 20 percent threshold noted herein. In such an instance, the withdrawal shall be the lesser of the amount needed to maintain the 20 percent Unassigned Fund Balance policy level or the remaining balance in the Revenue Stabilization Fund.

- e. The town will establish a Contingency Fund within the Assigned portion of the General Fund Balance. At the close of each audited fiscal year, after certifying that the Unassigned Fund Balance and Revenue Stabilization Fund are each in compliance with these financial policies, the Contingency Fund shall receive a minimum of 25 percent of the prior year's surplus, if any, as calculated in the prior fiscal year audit. Balances in the Contingency Fund will be allowed to accumulate until they reach an amount equal to 2.5 percent of General Fund Operating Expenditures. Transfers to the Contingency Fund may also be made as part of the adopted operating budget. Balances in the Contingency Fund are available for:
 1. Reserves against shortfalls in any given revenue source(s);
 2. Reserves against unexpected increases in any given expenditure(s);
 3. Providing liquidity in emergency situations;
 4. A financial opportunity(s) to enhance the well-being of the town; and
 5. Other such global purposes are to protect the long-term fiscal security of the town.
- f. The town will establish a Capital Reserve Fund within the Assigned portion of the General Fund Balance. At the close of each audited fiscal year, the Capital Reserve Fund shall receive a minimum of 25 percent of the prior year's surplus, if any, as calculated in the prior fiscal year audit. There will be no cap or limitation on the balances allowed to accumulate in the Capital Reserve Fund. Balances in the Capital Reserve Fund are available for pay-as-you-go funding of capital projects and other non-recurring capital related expenditures including debt payoff/paydown.

SECTION VI. Debt and Cash Management

Debt Management

- a. The town will not fund current operations from the proceeds of borrowed funds and will confine long-term borrowing and capital leases to capital improvements, projects, or equipment that cannot be financed from current financial resources.
- b. The town will, when financing capital improvements or other projects or equipment by issuing bonds or entering into capital leases, repay the debt within a period not to exceed the expected useful life of the project or equipment. Debt related to equipment ancillary to a construction project may be amortized over a period less than that of the primary project.
- c. The town will annually calculate target debt ratios for direct, non-revenue-based debt that is dependent on the General Fund for the payment of debt service (i.e. "Tax

Supported Debt"). The town's Debt Capacity shall be maintained within the following primary goals.

1. Tax Supported Debt Service expenditures as a percentage of annual General Fund expenditures should not exceed 12 percent.
 2. The outstanding amount of Tax Supported Debt of the town shall not exceed 1.5 percent of the total assessed value of the taxable property in the town.
 3. The 10-Year Payout Ratio of Tax Supported Debt (i.e. the amount of Tax Supported debt retired in 10 years as a proportion of total outstanding Tax Supported Debt) shall not be less than 55 percent.
- d. The town may exclude Water and Sewer Enterprise Fund debt, and other self-supporting Enterprise Fund Debt (if any), from the calculation of Tax Supported debt ratios if the Water and Sewer Enterprise Fund, or other Enterprise Fund, is fully self-supporting from current revenue and not reliant on support from general tax revenues.
- e. Before undertaking a new financing, the town will work with its Financial Advisor to determine the impact of the new financing on the town's Debt Capacity (i.e. impact to policy ratios) and Debt Affordability (i.e. impact to annual cash-flows).
- f. The town will follow a policy of full disclosure in every annual financial report and financing official statement/ offering document. As such, the Town Clerk/Treasurer will maintain a record of all of the lenders of outstanding town issued debt. This record will include any post issuance disclosure obligations of the town. So long as the town has debt outstanding in the public markets this record will also include the continuing disclosure requirements found in the Continuing Disclosure Agreement ("CDA") that is executed at the closing of publicly issued bonds.
- g. It is the goal of the town to obtain a credit rating from at least two of the three major municipal bond credit rating services, namely Moody's Investors Service, Standard & Poor's, and Fitch Ratings. The town will strive to maintain and enhance its credit ratings once they have been obtained. The town understands that there is a correlation between a higher bond rating(s) and lower borrowing costs (all else being equal) whether the town is borrowing for a new project or to refinance existing debt for savings. As such, working with its Financial Advisor, the town will maintain good communications about its financial condition with bond and credit rating institutions.
- h. The town understands that it has the unique ability to borrow on a tax-exempt basis for many of its General Government and Utility Enterprise projects. The town further understands that the provisions of the Internal Revenue Code of 1986, as amended (the "IRC"), together with the regulations promulgated thereunder (the "Treasury Regulations" and collectively with the IRC, the "Tax Laws"), impose

requirements that must be met in order for interest on the Bonds to continue to be exempt from federal income taxation or the Bonds be entitled to certain other tax benefits while the Bonds are outstanding. It shall be the policy of the town to work with a nationally recognized Bond Counsel and Financial Advisor, as necessary, (a) to comply with the Tax Laws and (b) to implement and carry out the procedures to ensure compliance with the Tax Laws and to preserve appropriate records to evidence such compliance.

Cash Management

- i. The town will maintain an investment policy based on Government Finance Officers Association (GFOA) best practices and the Virginia Investment of Public Funds Act. The investment policies and procedures of the director of finance shall become a part of this policy.
- j. The town will, where permitted by law, pool cash from its various funds for investment purposes and will invest revenue to maximize the rate of return while maintaining a low level of risk.

SECTION VII. Water and Sewer Enterprise Fund Policies

- a. The town shall complete a cost-of-service rate study for the Water and Sewer Enterprise Fund and report the results to the Town Council as part of the development of the annual budget. The cost-of-service study shall include projected operational and capital costs over at least a 5-year time period.
- b. It is the intent of the Water and Sewer Enterprise Fund to have adequate cash reserves to provide for at least 250 days of operating expenses and debt service as measured at the end of a fiscal year. If the unrestricted cash and long-term investments balance fall below the target level as measured at the completion of the annual audit, the town will develop a plan to bring reserves back in line with the policy target within two budget cycles.
- c. Net Revenues should be at least 1.70 times the annual debt service requirement of long-term Water and Sewer Enterprise Fund debt service with a goal of maintaining 2.0 times annual debt service requirements. Net Revenues shall be defined as operating revenues plus availability charges plus interest income fewer operating expenses net of depreciation. Excess revenues after debt service will be available to first build and maintain the Utility enterprise Cash and Cash Equivalents plus Long-Term Investments for policy compliance - if necessary - and secondly, to provide equity funding for future capital projects.
- d. The town will annually update a 5-year Capital Improvements Program for the Water and Sewer Enterprise Fund. The town will maintain a balance between debt funding and equity/cash funding, with at least 25 percent of capital projects funded

from non-debt sources over a 5-year horizon.

- e. The Water and Sewer Enterprise Fund will amortize bond issues so that the cost of long-term assets is spread over the users that will benefit from them but not longer than the expected useful life of the asset.

**Town of Mineral, Virginia
Internal Administrative Policies Interfund Borrowing
and Budget Transfers**

Interfund Borrowing Policy:

Before lending between funds can be initiated, the amount of unrestricted, available cash to be retained at all times by the *lending* fund should be equivalent to at least six months (or one-half) of the *lending* fund's current annual operating and debt service budgets.

All borrowings will be repaid in their entirety to the *lending* fund by the borrowing fund unless specific action is taken by the Town Council to forgive the outstanding balance of the debt. In this case, the outstanding balance of the borrowing would be reclassified from an "inter-fund loan" to an "operating transfer".

The borrowing will be restricted to financing a specific capital outlay/project of the *borrowing* fund and be adequately described in and supported by the town's adopted CIP, budget or budget amendment.

The maximum lending period will generally be the lesser of 10 years or until the *lending* fund's need for its available cash becomes evident. However, if financially feasible by the *lending* fund, longer loan periods related to the acquisition and construction of longer-lived assets (i.e., buildings, roads, other infrastructure, etc.) can be considered.

The interest rate to be charged will be the prevailing interest rate the town could have secured at the time of the borrowing had the funds been invested in specific investment instruments as allowed under the town's adopted Investment and Portfolio Policy.

Should it become financially feasible and of general benefit to the town as a whole, the outstanding balance of the loan could be returned by the *borrowing* fund to the *lending* fund on an expedited basis. This can be accomplished by issuing general obligation bonds, undertaking some other financial arrangement, or Town Council action.

Transfer/Reallocation/Redistribution of Funds (Budget Transfers) Policy:

Town Manager:

The Town Manager is authorized to approve the transfer/reallocation/redistribution of General Fund, Water and Sewer Fund, Spring Grove Cemetery Fund, DMV Fund, and the Capital Projects Funds monies within a department or between departments in the same fund. Actions may be within or between the personnel, operations and maintenance and capital outlays/projects accounts. The total amount of each approval shall not exceed \$100,000 and multiple transfers to the same account cannot exceed a total of \$100,000. Requirements in excess of \$100,000 must be submitted by resolution to the Town Council for approval.

Exhibit B

Town Council:

The Town Council retains the responsibility and authority to approve by council action all transfers/reallocations/redistribution in excess of \$100,000, and all budget amendments, including transfers between funds. In addition, only the Town Council can authorize the reallocation of available reserve account funding when the reallocation is for a purpose other than the originally intended purpose of the reserve account.